

**IN THE CIRCUIT COURT
FOR MONTGOMERY COUNTY, MARYLAND**

GRANT GALLAGHER, et al.
Plaintiffs

v.

Case No.: C-15-CV-23-003578

JUST4VETERANS LLC, et al.
Defendants

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement” or “Agreement”), is entered into by and among Plaintiffs Grant Gallagher and Emily Heibel (“Representative Plaintiffs”), acting individually and on behalf of the Settlement Class certified in the Action, on the one hand, and Defendants Just4Veterans LLC (“J4V”) and Frederick Castanos Justo (collectively “Defendants”), on the other hand, each by and through their respective authorized counsel, to fully, finally and forever resolve, discharge, and settle the Released Claims, as defined below, subject to the approval of the Court and terms and conditions set forth herein. Plaintiffs and Defendants are collectively referred to as the “Parties,” and individually as a “Party.”

ARTICLE I. RECITALS

WHEREAS, on September 20, 2023, Plaintiff Grant Gallagher, individually and on behalf of a putative class, filed a lawsuit in the Circuit Court for Montgomery County, Maryland, captioned *Grant Gallagher, et al. v. Just4Veterans LLC, et al.*, Case No. C-15-CV-23-003578 (the “Action”), alleging, among other things, that Defendants charged unlawful fees to veterans in connection with claims for U.S. Department of Veterans Affairs (“VA”) disability benefits, in violation of Maryland law and federal regulatory schemes.

WHEREAS, on May 17, 2024, Plaintiffs filed the First Amendment to Plaintiffs’ Class Action Complaint and Jury Demand (the “Amended Complaint”), which added Plaintiff Emily Heibel as a named Plaintiff, expanded the factual allegations, clarified the claims, and asserted class claims on behalf of “Veterans who have been charged a fee by Just4Veterans LLC in

connection with their U.S. Department of Veterans Affairs disability claim(s)” under Maryland law and related legal theories.

WHEREAS, on February 13, 2025, the Court certified a class under Maryland Rule 2-231(c)(2) and (3) (the “Certified Class”) consisting of “all veterans who have been charged a fee by J4V in connection with a VA disability claim.”

WHEREAS, Defendants deny all allegations of wrongdoing, fault, liability, or damages asserted in the Complaint and Amended Complaint, deny that they violated any law or engaged in any wrongful conduct, and deny that class treatment would be appropriate in the absence of this Agreement. Defendants nevertheless desire to resolve the Action fully and finally in order to avoid the expense, burden, and uncertainty of continued litigation.

WHEREAS, following investigation, discovery, and extensive arm’s-length settlement negotiations between counsel, including written exchanges and discussions concerning monetary and non-monetary relief, the Parties have reached this Agreement, subject to Court approval under Maryland Rule 2-231.

WHEREAS, Plaintiffs and The Pels Law Firm (the “Class Counsel”) have concluded that the terms of this Agreement provide substantial monetary and injunctive relief to the Settlement Class, including a Settlement Fund and prospective changes to Defendants’ practices, and that settlement on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of the risks, burdens, costs, and delay of continued litigation and trial.

WHEREAS, this Agreement and any documents, negotiations, or proceedings connected with it are not and shall not be construed as, or deemed to be evidence of, or an admission or concession regarding: (i) the validity of any claims or allegations in the Action; (ii) any fault, wrongdoing, or liability of Defendants; or (iii) any infirmity of any defenses Defendants have asserted or could assert in the Action. Defendants expressly deny any such fault, wrongdoing, or liability.

WHEREAS, the Parties enter into this Agreement to fully, finally, and forever compromise, settle, release, discharge, and resolve all claims that were or could have been asserted in the Action, subject to Court approval and the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises, covenants, and mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE II. DEFINITIONS

As used in this Agreement, in addition to the terms defined above, the following terms have the meanings set forth below:

1. “Action” or “Class Action” means Grant Gallagher, et al. v. Just4Veterans LLC, et al., Case No. C-15-CV-23-003578, pending in the Circuit Court for Montgomery County, Maryland.
2. “Agreement” means this Class Action Settlement Agreement, including all exhibits hereto, and as it may be amended in writing signed by the Parties or their respective counsel and approved by the Court.
3. “Amended Complaint” means the First Amendment to Plaintiffs’ Class Action Complaint and Jury Demand filed on May 17, 2024 in the Action.
4. “Attorneys’ Fees and Expenses” means the fees, costs, litigation expenses, and case-specific expenses that Class Counsel seek in the Action as detailed in the Amended Complaint and will seek in connection with this Settlement, subject to Court approval.
5. “CAFA” means the Class Action Fairness Act of 2005, 28 U.S.C. § 1711 et seq.
6. “Certified Class” means the class as certified by the Court in its Order dated February 13, 2025, in the Action, defined (subject to the Court’s Orders) as:
“Veterans who have been charged a fee by Just4Veterans LLC in connection with their U.S. Department of Veterans Affairs disability claim(s).”
7. “Claim Form” means the form through which a Settlement Class Member can submit a claim to receive money from the Settlement Fund.
8. “Claims Deadline” is the date by which a Settlement Class Member must submit a Claim Form. The Claims Deadline is sixty (60) days from the Notice Date.
9. “Class Counsel” means The Pels Law Firm, LLC.
10. “Class Period” means September 20, 2020 through and including the Effective Date.
11. “Class Representatives” mean Grant Gallagher and Emily Heibel.

12. “Court” means the Circuit Court for Montgomery County, Maryland, or any other court with jurisdiction over the Action at the time relevant orders are entered.
13. “Defendants” mean Just4Veterans LLC and Frederick Castanos Justo.
14. “Defense Counsel” means Shawn D. Bartley & Associates, LLC.
15. “Effective Date” means the first date on which all of the following events have occurred:
 - a. The Parties and their counsel have executed this Agreement;
 - b. The Court has entered an order granting Final Approval and final judgment (the “Final Approval Order”) substantially in the form attached hereto as **Exhibit D**;
 - c. The time for filing any appeal or petition for review has expired without any appeal or petition having been filed; or, if any appeal or petition has been filed, the Final Approval Order has been affirmed in its entirety and is no longer subject to further appeal or review; and
 - d. The Action has not been dismissed or vacated in a manner that would invalidate this Settlement.
16. “Execution Date” means the date on which the last Party or their respective counsel signs this Agreement.
17. “Eligible Claimant” means any Settlement Class Member who: (a) during the Class Period, paid one or more fees to J4V in connection with a VA disability claim pursuant to a J4V contract or invoice; and (b) submits a timely and Valid Claim by the Claims Deadline and is approved by the Settlement Administrator for payment under the Plan of Allocation.
18. “Final Approval” means the date on which the Court enters the Final Approval Order and final judgment approving the Settlement under Maryland Rule 2-231.
19. “Final Approval Order” means an order of the Court finally approving the Settlement. A copy of a proposed Final Approval Order is attached as **Exhibit D**.
20. “Gross Settlement Fund” means a common fund which Defendants will cause to be created of USD \$750,000.00 available for the distribution to the Settlement Class, from which any Attorneys’ Fees and Expenses, and any Court-approved service awards to Plaintiffs (“Service Awards”) shall be paid, pursuant to the terms of this Settlement Agreement as approved by the Court.
21. “Net Settlement Fund” means the Gross Settlement Fund, plus any interest earned thereon, less: (a) any Court-approved Attorneys’ Fees and Expenses; (b) any Service Awards; and

(c) any taxes and tax-related expenses of the Settlement Fund. The costs of Settlement Administration shall be paid separately by Defendants and shall not be deducted from the Settlement Fund.

22. “Non-Paying Participating Class Member” means any Settlement Class Member who did not pay any fee to J4V in connection with a VA disability claim but who does not timely and validly request exclusion from the Settlement.
23. “Notice Date” is the date the Settlement Notice is disseminated to Settlement Class Members.
24. “Plan of Allocation” means the methodology, attached as **Exhibit A**, for distributing the Net Settlement Fund to Eligible Claimants.
25. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving this Settlement, approving the form and method of notice, and setting deadlines and the Final Approval hearing. A copy of a proposed Preliminary Approval Order is attached hereto as **Exhibit C**.
26. “Released Claims” has the meaning set forth in Section VI below.
27. “Released Party” or “Released Parties” means (a) Defendant(s) and their past, present, and future parents, subsidiaries, affiliates, predecessors, successor, and assigns; and (b) each of their respective past, present, and future officers, directors, managers, members, owners, employees, agents, representatives, insurers, reinsurers, attorneys, and any other persons or entities acting on their behalf, in their capacity as such.
28. “Releasing Party” or “Releasing Parties” means Plaintiffs and all Settlement Class Members (on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, successors, and assigns), except those who timely and validly request exclusion.
29. “Settlement” means the settlement to be consummated under this Settlement Agreement and its exhibits, including any modifications or amendments adopted.
30. “Settlement Administrator” means the third-party settlement and claims administrator selected jointly by the Parties and approved by the Court to provide notice, process exclusions and claims, validate and calculate distributions, and administer the Settlement as described in this Agreement.

31. “Settlement Amount” or “Settlement Fund” means Seven Hundred Fifty Thousand U.S. Dollars (USD 750,000.00) to be paid by Defendants as set forth in Section III below, for the benefit of the Settlement Class, exclusive of Defendants’ separate payment of Settlement Administration costs.
32. “Settlement Class,” “Settlement Class Member” or “Class Member” means all veterans who have been charged a fee by J4V in connection with a VA disability claim between September 20, 2020 through and including the Effective Date. Excluded from the Settlement Class are (a) all current and former employees, officers, directors, agents, and independent contractors of J4V, and their parent companies, successors, predecessors, and any entities in which J4V or its parents have a controlling interest, (b) persons who properly execute and timely file a request for exclusion from the Settlement Class; and (c) all employees of the Court. J4V’s rough estimate is that the Settlement Class includes approximately 2,338 persons.
33. “Settlement Class Member List” means a list of persons who, according to a reasonable search of J4V’s business records, fall within the definition of the Settlement Class. The Settlement Class Member List shall include the names of all persons who, according to a reasonable search of J4V’s business records, fall within the definition of the Settlement Class, their last known mailing address, if known, and their last known email address and phone number.
34. “Settlement Notice” means the Notice of Class Action Settlement and Final Fairness Hearing to be sent to Settlement Class Members identified by the Settlement Administrator following the Court’s issuance of the Preliminary Approval Order, in substantially the form attached hereto as **Exhibit B**. The Settlement Notice shall inform Class Members of a Final Fairness Hearing to be held by the Court, on a date to be determined by the Court, at which any Class Member satisfying the conditions set forth in the Preliminary Approval Order and the Settlement Notice may be heard regarding: (a) the terms of the Settlement Agreement; (b) the petition of Class Counsel for award of Attorneys’ Fees and Expenses; (c) payment of Settlement administrative costs; and (d) Service Awards.
35. “Settlement Website” means the website to be established and maintained by the Settlement Administrator to provide information and documents concerning the Settlement.

36. “VA-Related Services” means any services provided by J4V in connection with the preparation, presentation, or prosecution of claims for VA disability benefits or related benefits, as described in the pleadings in the Action.
37. “Valid Claim” means a Claim Form that a Settlement Class Member submits by the Claims Deadline and that includes all of the information reasonably required on the Claim Form, which includes, but is not limited to: (a) name; (b) email address; (c) any unique claimant ID code and/or other information required by the Settlement Administrator to confirm that the individual requesting the Settlement payment is a Settlement Class Member; (d) the Settlement Class Member’s mailing address; and (e) the Settlement Class Member’s selection of whether to receive the Settlement Payment in the form of a paper check or as an electronic payment.

ARTICLE III. MONETARY RELIEF AND SETTLEMENT PAYMENTS

A. Settlement Fund

38. In full and complete settlement of the Released Claims, and subject to the terms and conditions of this Agreement, Defendants shall pay the Settlement Amount of USD \$750,000.00 to create the Gross Settlement Fund.
39. The Gross Settlement Fund shall be used exclusively to: (a) pay cash distributions to Eligible Claimants pursuant to the Plan of Allocation; (b) pay any Court-approved Attorneys’ Fees and Expenses; (c) pay any Court-approved Service Awards; and (d) pay any taxes and tax-related expenses of the Settlement Fund. Defendants shall separately and additionally pay all Settlement Administration costs, including the fees and expenses of the Settlement Administrator, and such costs shall not reduce the Settlement Fund.

B. Funding of the Settlement Fund

40. Down Payment. Within ten (10) business days after the Execution Date, Defendants shall deposit USD \$150,000.00 (the “Initial Deposit”) into an interest-bearing escrow account established by Class Counsel (the “Escrow Account”), to be held in trust for the benefit of the Settlement Class and subject to the terms of this Agreement. The Initial Deposit shall be made by wire transfer, ACH transfer, cashier’s check, or such other commercially reasonable method as may be agreed upon in writing by the Parties or through their respective authorized counsel.

41. Installment Payments. The remaining USD \$600,000.00 shall be paid in nine (9) equal monthly installments of USD \$66,666.67 each, with the first installment due thirty (30) days after the payment in ¶40, or in any event no later than forty-five (45) days after the Execution Date, and subsequent installments due on the same day of each successive calendar month (or the next business day if such date falls on a weekend or bank holiday), until the Settlement Amount has been fully funded. Each payment shall be made by wire transfer, ACH transfer, cashier's check, or such other commercially reasonable method as may be agreed upon in writing by the Parties or through their respective authorized counsel.
42. The Escrow Account shall be maintained at a federally insured financial institution, shall be treated as a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1, and shall be under the control of Class Counsel subject to this Agreement and the Court's Orders.
43. In the event Defendants fail to make any installment payment when due, Defendants shall be in default. In the event of default, Class Counsel shall provide written notice of default, and Defendants shall have ten (10) business days to cure. If Defendants fail to cure within that period, Class Counsel may seek appropriate relief from the Court, including acceleration of the remaining balance, entry of judgment for the unpaid amounts, entry of judgment for reasonable attorneys' fees incurred separate from any attorneys' fees contemplated in this Settlement, and/or such other remedies as the Court deems just and appropriate.
44. The funds in the Escrow Account, including all accrued interest, shall be returned to Defendants within five (5) business days of any of the following events: (i) the Court determines not to enter a Preliminary Approval Order or Final Approval Order, unless otherwise agreed to in writing by the Parties, (ii) a Final Approval Order entered by the Court is set aside by an appellate court, unless otherwise agreed to in writing by the Parties, or (iii) the Settlement does not occur for some other reason, except that default by Defendants shall not constitute a valid reason.

ARTICLE IV. INJUNCTIVE AND PROSPECTIVE RELIEF

A. Cessation of New VA-Related Clients

45. Beginning on the Execution Date, J4V agrees that they shall not enter into any new contracts or agreements to provide VA-Related Services to any veterans, nor shall they solicit or accept any new clients for VA-Related Services.
46. J4V's agreement not to take on any new VA-Related Services clients is permanent and shall continue after the Effective Date and after dismissal of the Action, subject to the Court's retention of jurisdiction as provided in Section XII.

B. Applicability of Injunction

47. For the avoidance of doubt, the Parties agree that the obligation of J4V set forth in Paragraph 45 of this Agreement—requiring J4V to cease accepting any new clients as of the Execution Date—applies solely to J4V, the Maryland entity that is one of the Defendants in this Action. Nothing in this Agreement shall be construed to impose obligations on, restrict the conduct of, or grant rights to any person or entity that is not a party to this Agreement.

C. Existing Clients and Opt-Outs

48. J4V may continue to service and collect fees from: (a) existing clients only to the extent such clients timely and validly request exclusion from the Settlement and are therefore not Settlement Class Members ("Opt-Out Clients"); and (b) any clients whose engagements with J4V fall outside the Class Period and who are not otherwise Settlement Class Members. For the avoidance of doubt, nothing in this Agreement prohibits J4V from servicing or collecting fees from non-class clients, including clients who retained J4V outside the Class Period. J4V shall not, however, seek to enforce, collect, or accept payments of any fees or charges from any Settlement Class Member for VA-Related Services provided before the Effective Date.
49. For all Settlement Class Members, including all Non-Paying Participating Class Members, J4V shall affirmatively discharge, waive, and release any alleged or actual obligation to pay any fee, invoice, or other amount to J4V in connection with VA-Related Services, as further described in Section VI.C. This discharge is a material component of the Settlement and shall be referenced in the motion for Final Approval.
50. Defendants shall provide the Settlement Administrator and Class Counsel, within twenty (20) business days after entry of the Preliminary Approval Order, with reasonably detailed electronic data sufficient to identify: (a) all potential Class Members; (b) the total amounts

J4V invoiced and/or charged to each such person for VA-Related Services; (c) the amounts actually paid by each such person; and (d) any outstanding balance claimed by J4V as of the date of such report.

51. Within twenty (20) business days after the Effective Date, J4V shall update its internal accounting and collection systems to reflect that all alleged obligations of Settlement Class Members for VA-Related Services provided before the Effective Date are cancelled and of no further force or effect.

ARTICLE V. NOTICE, CLAIMS, AND SETTLEMENT ADMINISTRATION

A. Settlement Administrator

52. Subject to Court approval, the Parties shall jointly propose RG/2 Claims Administration, with headquarters in Philadelphia, PA as the Settlement Administrator. The Settlement Administrator shall be responsible for:
- a. Developing and hosting the Settlement Website, on which it will post the following documents or links to the following documents following the entry of the Preliminary Approval Order: the Amended Complaint, Settlement Agreement and its exhibits, Settlement Notice; Plaintiffs' Motion for Attorneys' Fees and Expenses and Service Awards for the Class Representatives, any Court orders related to the Settlement, any subsequent amendment or revisions to these documents, and any other documents or information mutually agreed upon by the Parties;
 - b. Implementing the Settlement Notice program approved by the Court;
 - c. Receiving and processing requests for exclusion and objections;
 - d. Receiving, reviewing, and validating Claim Forms (if required);
 - e. Determining eligibility for benefits under the Plan of Allocation;
 - f. Calculating and issuing settlement payments from the Settlement Fund;
 - g. Tracking and reporting opt-outs and claims to the Parties and the Court; and
 - h. Providing any other services necessary to implement the Settlement as directed by the Parties and/or the Court.
53. No content shall be published on the Settlement Website until after the Parties consent to the website content, which consent the Parties shall not unreasonably withhold. The Settlement Website shall allow Settlement Class Members to elect to receive electronic

payments from the Net Settlement Fund. The Settlement Website shall terminate (or be removed from the Internet) and no longer be maintained by the Settlement Administrator twenty (20) business days after either (i) the Settlement Administrator has completed its obligations under the Settlement Agreement and the Effective Date has occurred, whichever is later, or (ii) the date on which the Agreement is terminated for one of the reasons outlined in ¶44.

54. The Settlement Administrator shall provide regular written reports to the Parties and shall maintain reasonably detailed records of all activities undertaken in connection with the Settlement. As soon as practicable following the Settlement Administrator's calculation of payments to Settlement Class Members and any residue of the Settlement Fund to the Cy Pres recipient, the Settlement Administrator shall provide a summary accounting as to each Settlement Class to both Class Counsel and Defense Counsel, showing: (a) the total number of Valid Claims; (b) the total number of claim payments represented by the Valid Claims; (c) the total number of invalid claims, if any; (d) the total amount to be distributed to each Settlement Class; and (e) the total amount to be distributed to the Cy Pres recipient, if any.
55. All fees and expenses of the Settlement Administrator shall be paid by Defendants separate and apart from, and in addition to, the Settlement Fund.
56. Cooperation. Class Counsel and Defense Counsel shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities. Class Counsel and Defense Counsel shall reasonably cooperate with each other so that both sides may adequately monitor all aspects of this Agreement.

B. Settlement Notice Program

57. The Settlement Notice shall conform to all applicable requirements of Maryland Rule 2-231, and any other applicable law, and shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court.
58. J4V shall provide Class Counsel and the Settlement Administrator the Settlement Class Member List in an electronic format no later than fifteen (15) business days after entry of the Preliminary Approval Order.
59. As soon as practicable after the entry of the Preliminary Approval Order, but starting no later than twenty (20) business days after the date J4V provides the Settlement Class

Member List to the Settlement Administrator, the Settlement Administrator shall cause the Settlement Notice, as modified and/or approved by the Court, to be sent via email to all Settlement Class Members for whom the Settlement Class Member List includes an email address, provided that the Preliminary Approval Order prescribes Settlement Notice by email, and via USPS First Class Mail to all Settlement Class Members for whom the Settlement Class Member List includes a physical mailing address. Defendants make no representations as to the accuracy of any email address included in the Settlement Class Member List.

60. The Representative Plaintiffs, Class Counsel, and Settlement Class acknowledge and agree that Defendants are providing the Class List to Class Counsel and the Settlement Administrator solely for the purpose of effecting the terms of this Settlement Agreement, and that the Class List (and information derived from the Class List) shall not be used, disseminated, or disclosed by or to any other person for any other purpose. By creating the Class List, Defendants are not admitting liability with respect to the Settlement Class Members. If the Settlement Agreement is terminated for any of the reasons identified in this Settlement Agreement at ¶44, the Representative Plaintiffs, and Settlement Administrator shall immediately destroy any and all copies of the Class List and any materials substantially re-creating the information in the Class List; however, Class Counsel shall retain the Class List as though it were produced in discovery under a “Confidential - Attorney’s Eyes Only” designation as would typically be defined in a standard protective order. After the Settlement Administrator has completed its obligations under the Settlement Agreement and the Effective Date has occurred, whichever is later, Class Counsel agrees to destroy any and all copies of the Class List and any materials substantially re-creating the information in the Class List, except as required by law.
61. The Parties shall jointly submit to the Court, with the motion for Preliminary Approval, a proposed form of Settlement Notice (long-form and, if appropriate, email notice), attached as **Exhibit B**, which shall describe, in clear and neutral language:
- a. The nature of the Action and the claims asserted;
 - b. The material terms of the Settlement, including the Settlement Fund and the injunctive relief;
 - c. The procedures for excluding oneself from the Settlement or objecting to it;

- d. The proposed Plan of Allocation;
 - e. That Attorneys' Fees and Expenses and Service Awards are being requested out of the Settlement Fund;
 - f. The date, time, and place of the Final Approval Hearing; and
 - g. The fact that Defendants admit no fault or liability.
62. The Settlement Administrator shall implement the notice program approved by the Court, which shall include:
- a. Settlement Notice by email and USPS First Class Mail to Class Members, using Defendants' reasonably available records;
 - b. A Settlement Website containing key documents and information; and
 - c. A toll-free telephone number with recorded information about frequently asked questions about the Settlement and live operator assistance. The number shall be included in the Settlement Notice and posted in the Settlement Website.

C. Requests for Exclusion (Opt-Outs)

63. Any Class Member who wishes to be excluded from the Settlement must submit a written request for exclusion in the manner and by the deadline specified in the Settlement Notice and Preliminary Approval Order. The Settlement Notice shall advise Settlement Class Members of this right and the requirements for doing so.
64. The Settlement Administrator shall verify, validate, track, and report all requests for exclusion to the Parties and the Court, ensuring that due-process requirements are satisfied.
65. The Settlement Administrator shall forward copies of all requests for exclusion to all counsel of record no later than seven (7) business days after receipt.
66. Persons who timely and validly request exclusion shall not be Settlement Class Members, shall not be bound by this Agreement or the Final Approval Order, shall not be entitled to any monetary distribution from the Settlement Fund, and shall retain any individual claims they may have, including any claims for or relating to payment of J4V fees.
67. Any person in the Settlement Class who submits a request for exclusion is prohibited from filing an objection to the Settlement.

D. Objections to Settlement

68. Any Settlement Class Member who has not previously opted-out in accordance with the terms above and who intends to object to this Settlement Agreement must file the objection

in writing with the Clerk of the Court no later than thirty (30) business days following the Notice Date, or by such other time as ordered by the Court, and must concurrently serve the objection on Class Counsel and Defense Counsel.

69. The objection must include the following:

- a. The Settlement Class Member's full name, address, email and current telephone number;
- b. If the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees and all factual and legal support for that request;
- c. All objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- d. The identity of any witnesses the objector may call to testify;
- e. A listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and
- f. A statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel.

Any Settlement Class Member who fails to timely file and serve a written objection pursuant to this Settlement Agreement shall not be permitted to object to the approval of the Settlement or this Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of this Settlement Agreement by appeal or other means.

E. Plan of Allocation and Payments

70. The Net Settlement Fund shall be distributed to Eligible Claimants in accordance with the Plan of Allocation, subject to Court approval. The Plan of Allocation will generally provide that:

- a. Each Eligible Claimant shall receive a pro rata share of the Net Settlement Fund based on the total dollar amount of fees paid to J4V in connection with the VA-Related Services, relative to the total fees paid by all Eligible Claimants; provided, however, that no Eligible Claimant shall receive a total distribution exceeding the amount of fees such claimant actually paid to J4V during the Class Period.

- b. The Settlement Administrator may establish minimum or maximum payment thresholds, rounding rules, and residual-fund redistribution procedures, all as set forth in the Plan of Allocation; and any residual amounts resulting from the application of the per-claimant cap shall be redistributed pro rata among Eligible Claimants who have not reached their individual caps, or handled as otherwise approved by the Court.
71. Non-Paying Participating Class Members shall not receive a monetary payment from the Settlement Fund. Instead, their benefit under the Settlement is the discharge and release of any alleged or actual obligation to pay J4V fees for VA-Related Services, as described in Section VI.C.
72. Any residual funds remaining after the first round of distributions (e.g., due to uncashed checks) may, with Court approval, be distributed through one or more additional distributions to Eligible Claimants, and/or as cy pres to an appropriate non-profit organization serving veterans, as specified in the Plan of Allocation. No portion of the Settlement Fund shall revert to Defendants.
73. Passive Class Members (Non-Claimants). Settlement Class Members who do not submit a Claim Form but who also do not elect exclusion (“Passive Class Members”) shall remain Settlement Class Members fully bound by the Settlement Agreement, the Release, and the Final Judgment. As part of the consideration for the Settlement, Passive Class Members shall receive the full benefit of full and permanent discharge of any unpaid fees or charges allegedly owed to J4V for VA-Related Services provided before the Effective Date. J4V shall not seek to enforce, collect, recover, or accept payment of any such fees or charges from Passive Class Members.

ARTICLE VI. RELEASES

A. Release of Claims by Settlement Class Members

74. Upon the Effective Date, and in consideration of the relief provided by this Agreement, each Releasing Party shall be deemed to have fully, finally, and forever released, discharged, and dismissed all claims, demands, rights, liabilities, actions, and causes of action of every nature and description whatsoever, whether known or unknown, suspected or unsuspected, contingent or non-contingent, in law or in equity, arising out of or relating to any of the facts, transactions, events, occurrences, representations, conduct, or omissions

alleged or that could have been alleged in the Amended Complaint in the Action, including but not limited to any claims under the Maryland Consumer Protection Act, Maryland common law (including breach of fiduciary duty, conversion, unjust enrichment, and declaratory judgment), federal or state statutes or regulations regarding VA benefit representation or fees, and any other similar or related claims concerning fees charged, collected, invoiced, or attempted to be collected by Defendants for VA-Related Services (the “Released Claims”).

75. This Release does not include: (a) claims of any persons who timely and validly request exclusion from the Settlement; or (b) any claims arising out of the enforcement of this Agreement or orders of the Court implementing this Settlement.

B. Covenant Not to Sue by Settlement Class Members

76. Upon the Effective Date, each Releasing Party who does not submit a valid and timely Request for Exclusion (“Releasing Settlement Class Member”) hereby irrevocably covenants and agrees that he or she shall not, directly or indirectly, commence, institute, maintain, prosecute, participate in, or assist in the commencement or prosecution of any lawsuit, arbitration, administrative proceeding, or other action or proceeding against any of the Released Parties that arises out of, relates to, or is in any way based upon the Released Claims as defined in this Agreement. This covenant not to sue is permanent, may be raised as a complete bar to any such action, and is binding on all Releasing Settlement Class Members, as well as their respective heirs, executors, administrators, agents, attorneys, successor, and assigns.

77. Nothing in this Covenant set forth in Paragraph 76 prohibits or restricts a Releasing Settlement Class Member from:

- (a) Filing an objection to the Settlement in accordance with the procedures set forth in the Notice and this Agreement, or as may be ordered by the Court;
- (b) Submitting a claim for benefits under this Settlement; or
- (c) Enforcing the terms of this Agreement, including seeking relief from the Court with respect to its interpretation, implementation, or enforcement.

C. Defendants’ Discharge of Fee Claims Against All Settlement Class Members

78. In addition to the release in Paragraph 71, and as an independent covenant, Defendants, on behalf of themselves and their successor and assigns, shall, upon the Effective Date, fully

and forever discharge, waive, and release any and all alleged or actual rights, claims, or causes of action to collect, demand, or enforce payment of any fees, invoices, or other amounts from any Settlement Class Member, including any Non-Paying Participating Class Member, in connection with VA-Related Services provided before the Effective Date.

79. Defendants agree that, as to all Settlement Class Members including all Non-Paying Participating Class Members, any purported contracts or invoices for VA-Related Services are null, void, and unenforceable with respect to any alleged obligation to pay fees to Defendants, and Defendants shall not undertake any collection activity, credit-reporting, litigation, or other action to collect such fees.

D. Waiver of Unknown Claims (if permitted by applicable law)

80. To the fullest extent permitted by applicable law, each Releasing Party acknowledges that they may hereafter discover facts different from, or in addition to, those they now know or believe to be true with respect to the Released Claims, but nevertheless fully and finally releases such claims, whether known or unknown, suspected or unsuspected.

ARTICLE VII. NO ADMISSION OF LIABILITY

81. This Agreement, and any negotiations or documents relating to it, shall not be offered or received as evidence, and shall not be used or admissible in any proceeding, for any purpose, except as necessary to enforce the terms of this Agreement or obtain Court approval.
82. The Parties understand and agree that this Agreement embodies a compromise settlement of disputed claims, and that nothing in this Agreement, including the furnishing of consideration for this Agreement, shall be deemed to constitute any finding, admission, or suggestion of any wrongdoing or liability by any of the Defendants, or give rise to any inference or wrongdoing or admission of wrongdoing or liability in this or any other proceeding.
83. This Agreement and the payments made hereunder are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal or factual. Defendants specifically deny any such liability or wrongdoing and state that they are entering into this Agreement to eliminate the burden of expense of further litigation.

Further, the Class Representatives, while believing that the claims brought in the Class Action have merit, have concluded that the terms of this Settlement Agreement are fair, reasonable, and adequate to themselves and the members of the Settlement Class given, among other things, the inherent risks, difficulties, and delays in class action litigation.

ARTICLE VIII. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

84. Class Counsel will apply to the Court for an award of Attorneys' Fees and Expenses in an amount not to exceed forty percent (40%) of the Settlement Amount¹ plus documented expenses (the "Fee Application"), and for Service Awards to Plaintiffs Grant Gallagher and Emily Heibel not to exceed Five Thousand Dollars (USD \$5,000.00) each, in recognition of their service to the Settlement Class.
85. Defendants agree not to oppose the Fee Application so long as it does not exceed the aforementioned caps. The Parties acknowledge that the Court's decision concerning the Fee Application and Service Awards shall be separate from its consideration of the fairness, reasonableness, and adequacy of the Settlement.
86. Any Attorneys' Fees and Expenses and Service Awards approved by the Court shall be paid exclusively from the Settlement Fund, at the time and in the manner set forth in the Final Approval Order and/or any separate order on fees and expenses.
87. In the event the Court awards less than the amount requested for Attorneys' Fees and Expenses or Service Awards, the difference shall remain in the Settlement Fund and be available for distribution to Eligible Claimants; the validity of this Settlement shall not be affected thereby.

ARTICLE IX. CONDITIONS OF SETTLEMENT; TERMINATION

88. This Settlement is conditioned upon the occurrence of all of the following events:
- a. Execution of this Agreement by the Parties;
 - b. Entry by the Court of the Preliminary Approval Order;

¹ As of March 31, 2026, Class Counsel has incurred a total of \$403,787.90 in attorney's fees at their standard hourly rates. The Settlement Amount is a defined term which encompasses only the \$750,000 fund. The additional and largest value to the Class is being released from owing any debt for benefits obtained by the Defendant and the putative members automatically get this benefit when the Court approves this Settlement Agreement, and the Defendant will cease taking clients.

- c. Provision of CAFA notice (if required) as described in Section X;
 - d. Implementation of the approved notice program;
 - e. Entry by the Court of the Final Approval Order and final judgment; and
 - f. The Effective Date occurring.
89. Unless otherwise agreed to in writing by the Parties, if the Court refuses to grant Preliminary Approval or Final Approval, or if the Final Approval Order is vacated or reversed on appeal and is not reinstated in all material respects, then this Agreement shall be null and void, and the Parties shall be restored to their respective positions as of the date immediately preceding the Execution Date, as if no Agreement had been reached.
90. In the event of termination for any of the reasons identified in this Settlement Agreement at ¶44, after notice sent by Defense Counsel to Class Counsel and consent given by Class Counsel, such consent not unreasonably withheld, any funds then held in the Escrow Account, plus any interest earned, shall be returned to Defendants within twenty (20) business days, less any actual and reasonable notice and administration costs incurred to that date, which Defendants shall bear in any event.

ARTICLE X. CAFA NOTICE (IF APPLICABLE)

91. To the extent CAFA applies to this Settlement, Defendants shall, within ten (10) business days after the filing of the motion for Preliminary Approval, cause notice of the proposed Settlement to be served on the appropriate federal and state officials as required by 28 U.S.C. § 1715.
92. The Final Approval hearing shall not be held until at least ninety (90) calendar days after the date on which CAFA notice is provided, or such longer period as may be required by law.

ARTICLE XI. COURT APPROVAL PROCEDURES

93. Preliminary Approval. Within a reasonable time after execution of this Agreement, Plaintiffs shall move the Court for entry of the Preliminary Approval Order, which shall, among other things:
- a. Preliminarily approve this Agreement;
 - b. Approve the proposed notice program;

- c. Approve the forms of Settlement Notice and Claim Forms (if any);
 - d. Set deadlines for requests for exclusion, objections, and the filing of Claim Forms;
 - e. Set the date for the Final Approval Hearing; and
 - f. Stay or strike all hearings (other than the Final Approval Hearing), mediations, trial dates, or any other deadlines in the Action, if such relief has not yet been sought independently of the Motion for Preliminary Approval.
94. Final Approval. Following the notice and exclusion period, Plaintiffs shall move for Final Approval of this Settlement and entry of the Final Approval Order. The Final Approval Order shall, among other things:
- a. Adjudicate final approval of this Agreement as fair, reasonable, and adequate;
 - b. Confirm the certification of the Settlement Class;
 - c. Approve the Plan of Allocation;
 - d. Address the Fee Application and Service Awards;
 - e. Dismiss the Action with prejudice as to all Settlement Class Members; and
 - f. Retain jurisdiction over the Parties and the Settlement for purposes of enforcement.

ARTICLE XII. CONTINUING JURISDICTION

95. The Court shall retain exclusive jurisdiction over the Action, the Parties, all Settlement Class Members, and all issues relating to the interpretation, administration, implementation, effectuation, and enforcement of this Agreement and the Settlement, including any disputes or controversies arising therefrom.

ARTICLE XIII. CONFIDENTIALITY OF THE SETTLEMENT NEGOTIATIONS AND PERMITTED SETTLEMENT-RELATED COMMUNICATIONS

96. Except as set forth explicitly below, the Parties, Class Counsel, and Defense Counsel agree to keep confidential all positions, assertions, and offers made during settlement negotiations relating to the Class Action and the Settlement Agreement, except that they may discuss the contents of this final and fully executed Settlement Agreement with Class Members, and the Parties' tax, legal, and regulatory advisors, provided in each case that they comply with this Article XIII in all other respects.

97. Class Representatives, Class Counsel, Defendants, and Defense Counsel agree that, from the Execution Date forward, they will not make or publish any public statement (including, without limitation, statements to the press, on websites, social media, or other public fora) that are knowingly false or that characterize any Party in a false, misleading, or unduly disparaging manner with respect to the claims, defenses, or events at issue in the Action or the Settlement. Nothing in this paragraph shall prohibit (a) fair and accurate statement describing the terms of the Settlement, the proceedings in the Action, or the Court's rulings; or (b) statements required by law, regulation, or court order.
98. Class Representatives, Class Counsel, Defendants, and Defense Counsel agree that any public statement or press release regarding the Settlement shall be neutral, accurate, and factual in tone, shall accurately describe the Settlement and its benefits, refrain from making any additional statements that are inconsistent with the terms of the Settlement or that could reasonably be interpreted as disparaging another Party, and shall expressly state that (a) Defendants do not admit any fault, wrongdoing, or liability, and (b) no court has found Defendants liable for any of the claims asserted in this Action. Nothing in this section shall prevent Class Counsel or Defense Counsel from maintaining non-confidential information related to the Settlement on their websites, blogs, or social media accounts, or firm resumes or biographies, nor shall this section prevent notice as otherwise agreed upon by the Parties.
99. Class Counsel and Defense Counsel shall provide each other with a draft of any proposed press release or public statement regarding the Settlement at least five (5) business days before publication, and the Parties shall meet and confer in good faith regarding any requested edits so long as they are reasonable and consistent with the Settlement and the Court's Orders.
100. Class Representatives, Class Counsel, Defendants, and Defense Counsel agree that they will not publicly disclose the terms of the Settlement until after the Motion for Preliminary Approval of the Settlement has been filed with the Court, other than as necessary to administer the Settlement, or unless such disclosure is pursuant to a valid legal process, a request by a regulatory agency, or as otherwise required by law, government regulations, or order of the Court.

101. The provisions in Article XIII are binding on the Parties and their counsel, and is not intended to, and shall not, limit or restrict in any way the rights of Settlement Class Members (other than the named Plaintiffs) to communicate about the Action or the Settlement, including any right to object to or comment on the Settlement before the Court.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

102. The Parties agree to cooperate fully with each other in seeking Court approvals of the Preliminary Approval Order and the Final Approval Order, and to undertake all tasks as may reasonably be required to effectuate preliminary and final approval and the implementation of this Settlement Agreement according to its terms. The Parties agree to provide each other with copies of any filings necessary to effectuate this Settlement reasonably in advance of filing.

103. This Agreement, whether or not consummated, and any negotiations or proceedings hereunder are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of any Released Party of any wrongdoing, fault, or liability whatsoever by any Released Party, or give rise to any inference of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Class Action or any other proceeding.

104. Defendants and Released Parties admit no wrongdoing, fault, or liability with respect to any of the allegations or claims in the Class Action. This Agreement, whether or not consummated, and any negotiations or proceedings hereunder, shall not constitute admissions of any liability of any kind, whether legal or factual. Subject to Maryland Rule 5-408, the Settlement and the negotiations related to it are not admissible as substantive evidence, for purposes of impeachment, or for any other purpose.

105. Neither the Parties, Class Counsel, nor Defense Counsel shall have any responsibility for or liability whatsoever with respect to (a) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Amount or otherwise; (b) the management, investment, or distribution of the Gross Settlement Fund; (c) the Plan of Allocation as approved by the Court; (d) the determination, administration, calculation, or payment of any claims asserted against the Gross Settlement Fund; (e) any losses suffered by, or

fluctuations in the value of, the Gross Settlement Fund; or (f) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Gross Settlement Fund or tax reporting, or the filing of any returns.

106. The Released Parties shall not have any responsibility for or liability whatsoever with respect to the Plan of Allocation, including but not limited to the determination of the Plan of Allocation or the reasonableness of the Plan of Allocation.

107. The Parties acknowledge that any payments to Class Members or their attorneys may be subject to applicable tax laws. Defendants, Defense Counsel, Class Counsel, and Class Representatives will provide no tax advice to the Class Members and make no representation regarding the tax consequences of any of the settlement payments described in the Settlement Agreement. To the extent that any portion of any Settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Payments from the Gross Settlement Fund shall not be treated as wages by the Parties.

108. Each Class Member who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each such Class Member shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, Attorneys' Fees and Expenses) of any proceedings (including, for example, investigation and suit), related to such tax liability.

109. Only Class Counsel may seek enforcement of this Settlement Agreement on behalf of Plaintiffs and Class Members. Any individual concerned about Defendants' compliance with this Settlement Agreement may so notify Class Counsel and direct any requests for enforcement to them. Class Counsel shall have the sole discretion to take whatever action they deem appropriate that is not in contravention to this Agreement, or to refrain from taking any action, in response to such request. Any action by Class Counsel to monitor or

enforce the Settlement Agreement shall be done without additional fee or reimbursement of expenses from the Qualified Settlement Fund beyond the Attorneys' Fees and Expenses determined by the Court, except in the event of default by Defendants that is not timely cured.

110. The Parties agree that the Court has personal jurisdiction over the Settlement Class and Defendants and shall maintain personal and subject-matter jurisdiction for purposes of resolving any disputes between the Parties concerning compliance with this Settlement Agreement. Any motion or action to enforce this Settlement Agreement, including by way of injunction, shall be filed in the Circuit Court in Montgomery County, Maryland or asserted by way of an affirmative defense or counterclaim in response to any action asserting a violation of the Settlement Agreement.
111. Each party to this Settlement Agreement hereby acknowledges that he or she has consulted with and obtained the advice of counsel prior to executing this Settlement Agreement and that this Settlement Agreement has been explained to that party by his or her counsel.
112. Before entry of the Preliminary Approval Order, this Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Parties. Following entry of the Preliminary Approval Order, this Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Parties, and only if the modification and amendment is approved by the Court.
113. The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party and specifically waiving such provisions. The waiver of any breach of this Settlement Agreement by any party shall not be deemed to be or construed as a waiver of any other breach or waiver by any other party, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.
114. Each Party agrees, without further consideration, and as part of finalizing the Settlement hereunder, that it will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter of this Settlement Agreement.
115. All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. The exhibits shall be: Exhibit A – Plan of Allocation; Exhibit B – Notice of Class

Action Settlement and Fairness Hearing; Exhibit C – Preliminary Approval Order; and Exhibit D – Final Approval Order.

116. No provision of the Settlement Agreement or of the exhibits attached hereto shall be construed against or interpreted to the disadvantage of any party to the Settlement Agreement because that party is deemed to have prepared, structured, drafted, or requested the provision.
117. Survival. All of the covenants, representations, and warranties, express or implied, oral or written, concerning the subject matter of this Settlement Agreement are contained in this Settlement Agreement. No Party is relying on any oral representations or oral agreements. All such covenants, representations, and warranties set forth in this Settlement Agreement shall be deemed continuing and shall survive the Settlement Effective Date.
118. Notices. Any notice, demand, or other communication under this Settlement Agreement (other than the Settlement Notice, or other notices given at the direction of the Court) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail postage prepaid, or delivered by reputable express overnight courier or via e-mail:

IF TO CLASS REPRESENTATIVES:

Jon D. Pels, Esq.
Alvaro Llosa, Esq.
Jesus Zelaya, Esq.
THE PELS LAW FIRM LLC
4845 Rugby Ave, Third Floor
Bethesda, MD 20814
Telephone: (301) 986-5570
E-mail: jpels@pelslaw.com
allosa@pelslaw.com
jzelaya@pelslaw.com

IF TO DEFENDANTS:

Shawn D. Bartley, Esq.
Howard H. Chung, Esq.
SHAWN D. BARTLEY & ASSOCIATES, LLC
8630 Fenton Street, Suite 917
Silver Spring, MD 20910
Telephone: (301) 741-4124
E-mail: shawn@bartley-law.com

Any Party may change the address at which it is to receive notice by written notice delivered to the other Parties in the manner described above.

119. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict-of-law rules.
120. Entire Agreement. This Agreement and its exhibits constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations, representations, and understandings, whether oral or written. No representations, warranties, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in this Agreement or its exhibits.
121. Amendments. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties and approved by the Court.
122. Headings. The headings used herein are for convenience only and shall not affect the interpretation of this Agreement.
123. Severability. In the event any term of provision of this Agreement is determined by the Court to be invalid, void, or unenforceable, the remaining terms and provisions shall continue in full force and effect, provided that the essential terms and conditions of the Settlement remain reasonably acceptable to all Parties.
124. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns.
125. Counterparts. This Agreement may be executed in counterparts, including by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
126. Authority. Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to bind such Party to the terms of this Agreement.
127. Destruction/Return of Confidential Information. (a) The Parties agree that the preliminary and final list of Class Members, as well as any related identifying or contact information, data, records, or documents produced or exchanged in connection with this Settlement (collectively, "Confidential Class Information"), are deemed confidential, and that the

Parties shall have the right to continue to designate documents provided to any party in connection with this Settlement Agreement as confidential. (b) Within twenty (20) business days after the later of (i) completion of all Settlement distributions, and (ii) the Effective Date, each Party and its counsel (except as described in ¶60) shall destroy or return all Confidential Class Information to the producing Party, at that Party's election, and shall certify in writing that such destruction or return has been completed. No Party shall retain copies—electronic or hardcopy—of any Confidential Class Information, except to the extent required by law, court order, or ethical obligations regarding file retention, and any such retained information shall remain subject to this confidentiality obligations. (c) The Settlement Administrator shall likewise, within the same period, destroy all Confidential Class Information in its possession (except such information as must be retained by law for audit or tax purposes), and shall certify such destruction in writing to the Parties. (d) Nothing in this paragraph shall prevent either Party from retaining pleadings, filings, court orders, or attorney work product that may reference Confidential Class Information, provided that such materials are securely stored and treated as confidential.

IN WITNESS WHEREOF, the Parties hereto have caused this Class Action Settlement Agreement to be executed by their duly authorized undersigned attorneys, who represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

Remainder of page intentionally blank.

Signature pages follow.

FOR PLAINTIFFS:

Dated: May 21, 2026

**Grant Gallagher, individually and
on behalf of the Certified Class:**



Dated: May ____, 2026

**Emily Heibel, individually and
on behalf of the Certified Class:**

Dated: May ____, 2026

The Pels Law Firm, LLC, as class counsel:

Jon D. Pels, Esq.
Alvaro Llosa, Esq.
Jesus Zelaya, Esq.
The Pels Law Firm, LLC
4845 Rugby Avenue, Third Floor
Bethesda, MD 20814
Tel: (301) 986-5570
Email: jpels@pelslaw.com
Email: allosa@pelslaw.com
Email: jzelaya@pelslaw.com
*Counsel for Plaintiffs Grant Gallagher and
Emily Heibel, acting individually and
on behalf of the Certified Class*

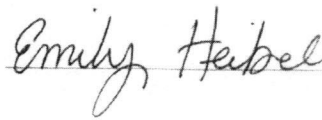
FOR PLAINTIFFS:

Dated: May 19, 2026

Grant Gallagher, *individually and
on behalf of the Certified Class:*

Dated: May 19, 2026

Emily Heibel, *individually and
on behalf of the Certified Class:*



Dated: May 19, 2026

The Pels Law Firm, LLC, *as class counsel:*

Jon D. Pels, Esq.
Alvaro Llosa, Esq.
Jesus Zelaya, Esq.
The Pels Law Firm, LLC
4845 Rugby Avenue, Third Floor
Bethesda, MD 20814
Tel: (301) 986-5570
Email: jpels@pelslaw.com
Email: allosa@pelslaw.com
Email: jzelaya@pelslaw.com
*Counsel for Plaintiffs Grant Gallagher and
Emily Heibel, acting individually and
on behalf of the Certified Class*

FOR PLAINTIFFS:

Dated: May ____, 2026

Grant Gallagher, *individually and
on behalf of the Certified Class:*

Dated: May ____, 2026

Emily Heibel, *individually and
on behalf of the Certified Class:*

Dated: May , 2026

The Pels Law Firm, LLC, *as class counsel:*

Jon D. Pels, Esq.

Alvaro Llosa, Esq.

Jesus Zelaya, Esq.

The Pels Law Firm, LLC

4845 Rugby Avenue, Third Floor

Bethesda, MD 20814

Tel: (301) 986-5570

Email: jpels@pelslaw.com

Email: allosa@pelslaw.com

Email: jzelaya@pelslaw.com

Counsel for Plaintiffs Grant Gallagher and

Emily Heibel, acting individually and

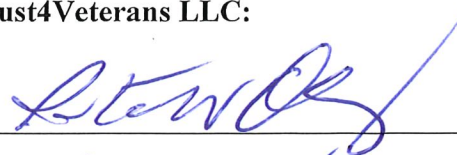
on behalf of the Certified Class

AS TO FORM ONLY

FOR DEFENDANTS:

Dated: May 19, 2026

Just4Veterans LLC:

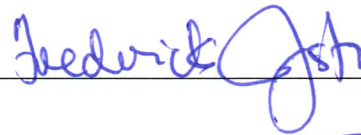


By: ROBERTO V. OBANDO

Title: CEO

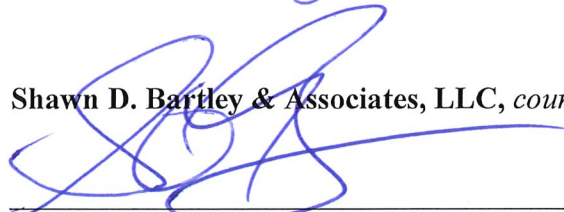
Dated: May 19, 2026

Frederick Castanos Justo, individually:



Dated: May 19, 2026

Shawn D. Bartley & Associates, LLC, counsel:



Shawn D. Bartley, Esq.

Howard H. Chung, Esq.

Shawn D. Bartley & Associates, LLC

8630 Fenton Street, Suite 917

Silver Spring, Maryland 20910

Tel: (301) 741-4124

Email: shawn@bartley-law.com

Email: howard@bartley-law.com

*Counsel for Defendants Just4Veterans LLC
and Frederick Castanos Justo*

EXHIBIT A

PLAN OF ALLOCATION

This Plan of Allocation (the “Plan of Allocation”) is incorporated into and made part of the Class Action Settlement Agreement (the “Agreement”) in *Grant Gallagher, et al. v. Just4Veterans LLC*, et al., Case No. C-15-CV-23-003578 (the “Action”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

I. PURPOSE AND SCOPE

This Plan of Allocation sets forth the methodology for distributing the Net Settlement Fund to Settlement Class Members who qualify as Eligible Claimants and describes the treatment of Settlement Class Members who did not pay fees to Just4Veterans LLC (“J4V”) but were charged such fees (“Non-Paying Participating Class Members”).

The objective of this Plan of Allocation is to allocate the Net Settlement Fund in a fair and reasonable manner that reflects, to the extent practicable, the differences in out-of-pocket losses incurred by Settlement Class Members as a result of paying fees to J4V for VA-Related Services.

II. OVERVIEW OF RELIEF STRUCTURE

Relief under the Settlement consists of:

1. Monetary payments from the Net Settlement Fund to Eligible Claimants – Settlement Class Members who paid one or more fees to J4V during the Class Period in connection with VA-Related Services and who submit a timely and valid Claim Form that is approved by the Settlement Administrator as described herein; and
2. Non-monetary relief for Non-Paying Participating Class Members – Settlement Class Members who were charged but did not pay any J4V fee during the Class Period – consisting of a full discharge, waiver, and release of any alleged or actual obligation to pay those fees, as provided in Section VI.C of the Agreement.

Only Eligible Claimants are entitled to monetary payments under this Plan of Allocation. Non-Paying Participating Class Members receive debt forgiveness but no cash payment.

III. IDENTIFICATION OF ELIGIBLE CLAIMANTS AND PAID AMOUNTS

- A. Data Provision by Defendants.** Within the time specified in the Agreement, Defendants shall provide the Settlement Administrator and Class Counsel with reasonably detailed electronic data sufficient to identify:

EXHIBIT A

1. Each potential Settlement Class Member;
 2. The total amount of fees charged to each such person in connection with VA-Related Services during the Class Period; and
 3. The total amount of fees actually paid by each such person to J4V for VA-Related Services during the Class Period.
- B. Determination of Eligible Claimants.** Using the Defendants' data and any supplemental information reasonably requested and obtained, the Settlement Administrator shall determine which Settlement Class Members qualify as Eligible Claimants. An Eligible Claimant is any Settlement Class Member who, during the Class Period, paid one or more fees to J4V for VA-Related Services and who does not timely and validly request exclusion from the Settlement and who timely submits a valid Claim Form that is approved by the Settlement Administrator.
- C. Paid Amounts.** For each Eligible Claimant, the Settlement Administrator shall determine the total amount actually paid by that Eligible Claimant to J4V for VA-Related Services during the Class Period (the "Paid Amount"). If Defendants' records show multiple payments, the Paid Amount shall be the sum of all relevant payments within the Class Period.
- D. Corrections and Disputes.** If an Eligible Claimant disputes the Paid Amount shown in Defendants' records, the Eligible Claimant may submit documentation or explanation to the Settlement Administrator by the deadline set forth in the Class Notice. The Settlement Administrator shall review any such submissions, may confer with Defendants and Class Counsel, and shall make a good-faith determination of the Paid Amount for that claimant. The Settlement Administrator's determination shall be final and binding, subject to oversight by the Court as provided in the Agreement.
- E. Claim Form Requirement.** To receive a monetary distribution from the Net Settlement Fund, a Settlement Class Member must complete, sign, and submit a Claim Form to the Settlement Administrator by the Claims Deadline specified in the Settlement Notice and Preliminary Approval Order.
1. **Form and Content.** The Claim Form shall be reasonably simple and straightforward and shall, to the extent practicable, be pre-populated by the Settlement Administrator with the Settlement Class Member's name, last known

EXHIBIT A

physical address (if available) and email address (if available), and the Paid Amount reflected in the Defendants' records. The Claim Form shall require the claimant to:

- (a) Confirm or update contact information;
- (b) Confirm, correct, or dispute the pre-populated Paid Amount; and
- (c) Attest, under penalty of perjury, that the information provided is true and correct to the best of the claimant's knowledge.

- 2. **Methods of Submission.** The Settlement Administrator shall permit Claim Forms to be submitted by mail and, where feasible, by secure online submission through the Settlement Website. A Claim Form shall be deemed submitted as of the postmark date (for mailed forms) or the date of electronic submission (for online forms).
- 3. **Deadline.** The Claims Deadline shall be sixty (60) calendar days after the initial dissemination of the Notice Date, unless otherwise ordered by the Court. Forms received after the deadline shall be treated in accordance with Section III.G below.

F. **Review, Verification, and Cure of Claim Forms.** The Settlement Administrator shall review all Claim Forms to determine timeliness, completeness, and apparent validity.

- 1. **Incomplete or Deficient Claim Forms.** If a Claim Form is missing required information, lacks a signature or required attestation, or otherwise appears incomplete or deficient, the Settlement Administrator shall provide the claimant with written notice of the deficiency and a reasonable opportunity to cure, which shall not be less than fifteen (15) business days from the date of such notice. The notice may be provided by mail, email, or other reasonable means, using the contact information provided by the claimant or reflected in Defendants' records.
- 2. **Reasonable Verification.** The Settlement Administrator may request additional information or documentation from a claimant if necessary to verify identity, confirm the Paid Amount, or resolve discrepancies between the Claim Form and Defendants' records. Any such requests shall be reasonably tailored to the issue to be verified and shall not be unduly burdensome. Claimants shall have a reasonable period, not less than fifteen (15) business days, to respond to such requests.

EXHIBIT A

3. Failure to Cure or Respond. If a claimant fails to cure identified deficiencies or to respond to reasonable verification requests with the specified time, the Settlement Administrator may, in consultation with Class Counsel, reject the Claim Form as invalid. Rejected claims shall not be entitled to payment from the Net Settlement Fund, but the underlying Settlement Class Members shall remain Settlement Class Members and shall receive any non-monetary relief applicable to their status under the Agreement.
 4. Final Determination. The Settlement Administrator's determinations regarding the validity of Claim Forms shall be made in good faith, in consultation with Class Counsel and, as appropriate, Defense Counsel, and shall be final and binding, subject to oversight by the Court as provided in the Agreement.
- G. **Late Claim Forms.** The Settlement Administrator may, after consulting with Class Counsel, accept and process late Claim Forms if doing so will not materially delay the administration of the Settlement or materially prejudice the interests of other Settlement Class Members. In exercising this discretion, the Settlement Administrator may consider the length of the delay, the reasons for the delay, and the remaining balance in the Net Settlement Fund.
3. Non-monetary relief for Non-Paying Participating Class Members – Settlement Class Members who were charged but did not pay any J4V fee during the Class Period, and who do not timely request exclusion from the Settlement – shall consist of a full discharge, waiver, and release of any alleged or actual obligation to pay those fees, as provided in Section VI.C of the Agreement.

Only Eligible Claimants are entitled to monetary payments under this Plan of Allocation. Non-Paying Participating Class Members receive debt forgiveness but no cash payment.

IV. NET SETTLEMENT FUND

The Net Settlement Fund is the Gross Settlement Fund, plus any interest earned thereon, less:

1. Any Attorneys' Fees and Expenses awarded by the Court;
2. Any Service Awards to Plaintiffs approved by the Court; and
3. Any taxes and tax-related expenses of the Settlement Fund.

EXHIBIT A

All costs of notice and Settlement Administration are paid separately by Defendants and do not reduce the Gross Settlement Fund or the Net Settlement Fund.

V. CALCULATION OF MONETARY DISTRIBUTIONS

- A. **Recognized Loss.** For each Eligible Claimant, the Settlement Administrator shall treat the Paid Amount as that Eligible Claimant's "Recognized Loss" for purposes of allocating the Net Settlement Fund.
- B. **Pro Rata Allocation.** The Settlement Administrator shall calculate the total Recognized Loss of all Eligible Claimants by summing the Paid Amounts for all such persons. Each Eligible Claimant's Pro Rata Share of the Net Settlement Fund shall then be determined as follows:
1. Pro Rata Factor for each Eligible Claimant =
$$(\text{Eligible Claimant's Recognized Loss}) \div (\text{Total Recognized Loss of all Eligible Claimants});$$
 2. Monetary Distribution to each Eligible Claimant =
$$(\text{Pro Rata Factor}) \times (\text{Net Settlement Fund}).$$
- C. **Minimum Payment Threshold.** If, after performing the pro rata calculations above, any Eligible Claimant's calculated payment is less than a de minimis amount (for example, ten dollars (\$10.00)), the Settlement Administrator may, in the interest of efficiency, increase such payment to the de minimis threshold and proportionately adjust other payments to ensure the Net Settlement Fund is fully and fairly distributed. Any such adjustment shall be subject to approval by Class Counsel and shall be made in a manner that does not materially alter the relative allocation among Eligible Claimants.
- D. **Form and Timing of Payment.** Payments to Eligible Claimants shall be made by check, electronic payment, or a combination thereof, at the discretion of the Settlement Administrator and Class Counsel, consistent with the Court's Orders. The Settlement Administrator shall mail or transmit payments to Eligible Claimants whose Claim Forms have been approved within the time specified in the Agreement or as otherwise ordered by the Court.
- E. **Check Stale Date.** Any check issued to an Eligible Claimant shall be valid for a period of not less than ninety (90) calendar days from the date of issuance. Checks not

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negotiated within that time may be cancelled, subject to the residual distribution provisions of Section VII below.

VI. TREATMENT OF NON-PAYING PARTICIPATING CLASS MEMBERS

Non-Paying Participating Class Members – Settlement Class Members who were charged fees by J4V for VA-Related Services during the Class Period but did not pay any such fees, and who do not timely request exclusion from the Settlement – are not entitled to monetary payments from the Net Settlement Fund. Instead, as set forth in Section VI.C of the Agreement, Defendants shall fully and permanently discharge, waive, and release any alleged or actual rights or claims to collect or enforce payment of any such fees or related charges from Non-Paying Participating Class Members. This discharge applies to all VA-Related Service fees imposed during the Class Period and shall bar any litigation, collection activity, or other enforcement actions to recover such fees. This non-monetary relief is a material component of the Settlement and is intended to provide meaningful benefit to Non-Paying Participating Class Members by eliminating any alleged obligations from the challenged practices.

VII. RESIDUAL FUNDS, UNCASHED CHECKS, AND CY PRES

- A. **First Distribution.** The Settlement Administrator shall make an initial distribution of the Net Settlement Fund as described above. After the expiration of the check-cashing period and reconciliation of all payments, the Settlement Administrator shall determine the amount, if any, that remains in the Net Settlement Fund due to uncashed checks, returned payments, or other residual amounts.
- B. **Second Distribution.** If, after the first distribution, a sufficient balance remains in the Net Settlement Fund to warrant an additional distribution, the Settlement Administrator shall conduct a second pro rata distribution. This second distribution shall be made only to those Eligible Claimants who negotiated or successfully received their first-round payment, as these individuals have demonstrated participation in the Settlement. Eligible Claimants who did not cash or receive their first-round payment are not eligible for the second distribution, and any amounts initially allocated to them shall remain in the Net Settlement Fund for redistribution to participating claimants. The Settlement Administrator shall determine whether a

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second distribution is economically feasible, subject to approval by Settlement Class Counsel.

- C. **Cy Pres Distribution.** If, after the first distribution and any second distribution, funds still remain in the Net Settlement Fund and additional distributions are not economically feasible, the remaining balance shall be distributed, subject to Court approval, as a cy pres award to one or more non-profit organizations that provides services to veterans or otherwise advance the interests of the Settlement Class, as recommended by the Parties and approved by the Court.
- D. **No Reversion to Defendants.** No portion of the Settlement Fund or Net Settlement Fund shall revert to Defendants under any circumstances. Any residual funds shall be used solely for the benefit of the Settlement Class as described in this Plan of Allocation and the Agreement.

VIII. TAX TREATMENT

The Settlement Administrator, in consultation with Class Counsel and, as appropriate, a qualified tax professional, shall be responsible for any tax-related reporting or withholding obligations relating to the Settlement Fund and distributions to Eligible Claimants. Nothing in this Plan of Allocation constitutes tax advice. Settlement Class Members are responsible for any tax obligations that may arise from payments received and are encouraged to consult their own tax advisors regarding the tax consequences of any distribution.

IX. COURT APPROVAL AND MODIFICATIONS

This Plan of Allocation is subject to approval by the Court as part of the Settlement. The Parties may propose, and the Court may approve, reasonable modifications to this Plan of Allocation without requiring additional notice to the Settlement Class, so long as such modifications do not materially reduce the overall benefits provided to the Settlement Class and remain with the terms and purposes of the Agreement.

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NOTICE OF CLASS ACTION SETTLEMENT AND FINAL FAIRNESS HEARING

You are receiving this Notice because records indicate you were charged a fee by Just4Veterans LLC (“J4V”) in connection with a VA disability benefits claim on or after September 20, 2020.

THIS NOTICE COULD AFFECT YOUR RIGHTS – PLEASE READ IT CAREFULLY

A court authorized this Notice. This is not a solicitation from a lawyer.

A Settlement has been reached in a certified class action lawsuit alleging that J4V charged unlawful fees to veterans for assistance with VA disability claims. J4V denies all wrongdoing and liability. The Court has not decided who is right. Instead, both sides agreed to a Settlement to avoid the risks and costs of further litigation.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form and Receive a Payment	If you are entitled under the Settlement to monetary payment, you must submit a Claim Form to receive a monetary distribution. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class (i.e., you submit a Claim Form and do not otherwise exclude yourself from the Settlement): you will receive a payment (if entitled to such payment), you will no longer be obligated to pay any eligible fees to J4V, and you will give up your right to bring your own lawsuit against Defendants about the claims in this case.
Do Nothing	If you do nothing, you will remain in the Settlement Class and will no longer be obligated to pay any eligible fees to J4V. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class (i.e., you do nothing and do not otherwise exclude yourself from the Settlement), you will automatically receive a release from any eligible fees to J4V, and will give up your right to bring your own lawsuit against Defendants about the claims in this case.
Exclude Yourself from the Settlement Deadline: [Date]	Instead of doing nothing, you may ask to be excluded from the lawsuit. If you do so, you will receive no benefit from the Settlement, but you retain your right to sue on your own.
Object Deadline: [Date]	You may object to the terms of the Settlement Agreement and your objections be heard at the [date] Final Approval Hearing.

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The Circuit Court for Montgomery County, Maryland (the “Court”) authorized this Notice. The following is a summary of the Settlement and of your rights. A full copy of the Settlement Agreement is available at www._____.com.

Questions? Call [number] or visit [website url].

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BASIC INFORMATION

On September 20, 2023, Plaintiff Grant Gallagher, individually and on behalf of a putative class, filed a lawsuit in the Circuit Court for Montgomery County, Maryland, captioned *Grant Gallagher, et al. v. Just4Veterans LLC, et al.*, Case No. C-15-CV-23-003578 (the “Action”), alleging, among other things, that Defendants charged unlawful fees to veterans in connection with claims for U.S. Department of Veterans Affairs (“VA”) disability benefits, in violation of Maryland law and federal regulatory schemes.

On May 17, 2024, Plaintiffs filed the First Amendment to Plaintiffs’ Class Action Complaint and Jury Demand (the “Amended Complaint”), which added Plaintiff Emily Heibel as a named Plaintiff, expanded the factual allegations, clarified the claims, and asserted class claims on behalf of “Veterans who have been charged a fee by Just4Veterans LLC in connection with their U.S. Department of Veterans Affairs disability claim(s)” under Maryland law and related legal theories.

The Court certified a class on February 13, 2025 and has now preliminarily approved a Settlement. **Defendants deny these allegations. The Court has not decided who is right.**

This notice summarizes the proposed settlement and your rights. For the precise terms and conditions of the settlement, please see the settlement agreement available at [website url], contact the Settlement Administrator at [phone number] or contact Class Counsel at the address listed below.

1. Why did I receive this Notice?

You are receiving this Notice because J4V’s records show you were charged a fee for VA-related services during the Class Period. You may be entitled to benefits. The Circuit Court for Montgomery County, Maryland authorized this notice because you have a right to know about the proposed Settlement of this Action and about all of your options, before the Court decides whether to give Final Approval to the Settlement. This notice explains the Action, the Settlement, and your legal rights.

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2. What is this Action about?

Plaintiffs allege that J4V charged unlawful fees for services connected with the preparation or presentation of VA disability claims. J4V denies all liability and maintains that its conduct complied with applicable law. The Court certified a class on February 13, 2025 and has now preliminarily approved a Settlement.

3. What is the Settlement?

Under the Settlement:

- Defendants will create a USD \$750,000.00 Settlement Fund.
- Eligible Class Members who paid fees to J4V may receive a monetary payment.
- Class Members who were charged but did not pay will receive full discharge and forgiveness of any alleged fees.
- J4V will permanently stop accepting new VA-related clients.
- J4V will forgive all outstanding invoiced fees owed by class members.
- All Settlement Administration costs will be paid separately by Defendants.

The Court must decide whether to grant final approval.

4. Who is in the Settlement?

The Court has determined that every person who fits the following description is a Class Member:

“All veterans who have been charged a fee by Just4Veterans LLC in connection with a VA disability claim.”

Those veterans who paid or were charged a fee by Just4Veterans LLC in connection with a VA disability claim on or after September 20, 2020 (“Class Period”) are part of the Settlement Class.

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Excluded are:

- (a) J4V officers, owners, employees, and contractors;
- (b) Persons who validly request exclusion; and
- (c) Court staff.

5. What Settlement benefits are available?

A. Monetary Payment for Eligible Claimants

You may receive a cash payment if you:

- (i) Were charged and paid any fee to J4V during the Class Period;
- (ii) Submit a valid Claim Form by the deadline; and
- (iii) Do not opt out.

Payments will be distributed pro rata based on the amount you paid J4V, up to the full amount you paid J4V, as detailed in the Plan of Allocation attached as Exhibit A to the Settlement Agreement. If the Court awards attorneys' fees or service awards from the fund, those amounts will be deducted before distribution.

B. Fee Discharge for Class Members Who Did Not Pay

If J4V charged you a fee during the Class Period but you never paid it, the Settlement provides:

- Complete discharge of any alleged obligation to pay J4V;
- J4V waives and releases any claimed right to collect those fees;
- J4V may not pursue collections or litigation for such fees.

You do not need to submit a Claim Form to receive this debt-forgiveness benefit.

6. How to receive a payment?

To receive a payment, you must submit a Claim Form. A Claim Form is enclosed with this Notice. It is also available:

- On the Settlement Website: [Website URL]

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- By calling the toll-free number: [XXX-XXX-XXX]
- By emailing the Settlement Administrator: [email address]

Your completed Claim Form must be submitted online or postmarked no later than 60 calendar days after Notice Date. Claims submitted after the deadline may be rejected. The Settlement Administrator will notify you and allow you at least 15 business days to correct deficiencies. Failure to cure may result in denial of your claim.

7. Your rights and options

OPTION 1 – Submit a Claim Form (Receive Benefits)

If you want monetary benefits, you must submit a Claim Form by the deadline.

OPTION 2 – Do Nothing

If you were charged but never paid, your alleged fee obligation will be forgiven automatically, but you will not receive monetary benefits and you will give up your right to sue J4V for the released claims. If you were charged and did pay, doing nothing means you will not receive money but you will still be bound by the Settlement and will lose your right to sue J4V.

OPTION 3 – Exclude Yourself (“Opt Out”)

If you do not want to be part of the Settlement, you must submit a written request for exclusion postmarked by: [Date – 30 days after Notice Date]

Your exclusion request must:

- Include your name, address, email, and phone number
- State clearly that you wish to be excluded from the Settlement
- Be signed by you

Send your written request to:

- Settlement Administrator – J4V Settlement
- [Address]

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- [Email]

If you opt out:

- You will not receive Settlement Benefits
- You will not be bound by the Settlement
- You may pursue your own lawsuit at your own expense

OPTION 4 – Object to the Settlement

If you remain in the Settlement, you may object to any part of it. Objections must be filed with the Court and mailed to both counsel on or before: [Date – 30 days after Notice Date]

Your objection must include:

- Your name, address, email, and phone number
- Whether you are represented by counsel
- All reasons for your objection, stated specifically
- Copies of any documents you intend to rely on
- Whether you intend to appear at the Final Approval Hearing

8. Final Approval Hearing

The Court will hold a hearing to determine whether the Settlement is fair, reasonable, and adequate.

- Date: _____
- Time: _____
- Location:

Circuit Court for Montgomery County
50 Maryland Avenue
Rockville, Maryland 20850

The Court will consider:

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- Whether to approve the Settlement;
- Whether to approve the Plan of Allocation;
- Whether to award attorneys' fees and service awards;
- Any objections.

You may attend at your own expense. You may speak at the hearing only if you timely objected in writing and stated your intent to appear.

9. How to get more information

This Notice summarizes the Settlement. For the complete terms, including the Settlement Agreement, Plan of Allocation, Claim Form, and Court filings, please visit [Settlement Website URL] or contact the Settlement Administrator:

- RG/2 Claims Administration
- [Address]
- [Phone]
- [Email]

You may also contact Class Counsel or Defense Counsel at the addresses listed in the Settlement Agreement. Please do not contact the Court directly.

EXHIBIT C

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

GRANT GALLAGHER, *et. al*,
and all others similarly situated,

Plaintiffs,

v.

JUST4VETERANS LLC, *et. al*,

Defendants.

Case No.: C-15-CV-23-003578

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, DIRECTING NOTICE, AND SCHEDULING FINAL FAIRNESS
HEARING**

Upon consideration of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement filed by Plaintiffs Grant Gallagher and Emily Heibel, individually and on behalf of the Certified Class (collectively, the “Plaintiffs”), and Defendants Just4Veterans LLC and Frederick Castanos Justo (collectively, the “Defendants,” and together with the Plaintiffs, the “Parties”), the Class Action Settlement Agreement dated _____, 2026 (“Settlement Agreement”), including all exhibits, the record in this Class Action², and for good cause shown, the Court hereby **FINDS** and **ORDERS** as follows:

1. **Preliminary Approval of Proposed Settlement Granted.** The Court has reviewed the Motion together with the attached Settlement Agreement, including all exhibits and supporting materials. Based on this review, the Court finds:

- (a) The Settlement is the product of informed, arm’s-length negotiations between experienced counsel over a period of more than six months, after more than two and a half years of

² All capitalized terms not otherwise defined in this Order Granting Preliminary Approval of Class Action Settlement shall have the same meaning as in the Settlement Agreement.

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litigation and exchange of relevant information in discovery, and with consideration of litigation risks.

(b) The relief provided is fair, reasonable, and adequate in light of:

- the complexity, expense, and duration of continued litigation;
- the risk and delay of trial and possible post-trial proceedings;
- the risk of reduced recovery or no recovery.

(c) The Settlement provides meaningful benefits to the Settlement Class, including:

- a USD 750,000.00 Settlement Fund;
- pro rata monetary payments to Class Members who paid fees;
- complete discharge/forgiveness of unpaid fees for Class Members who were charged but never paid;
- J4V's agreement to cease taking new clients as of the execution date;
- Claims Administration costs paid separately by Defendants.

(d) The Court preliminarily finds the Settlement falls within the range of possible final approval, such that notice should issue and the matter should proceed to a Final Fairness Hearing under Md. Rule 2-231.

(e) The Settlement does not improperly grant preferential treatment to any segment of the Class, and the proposed Plan of Allocation fairly reflects the differing economic positions of payors and non-payors.

Accordingly, the Settlement is hereby PRELIMINARILY APPROVED.

2. **Prior Certification Recognized.** On February 13, 2025, this Court entered an Order certifying a class under Maryland Rule 2-231 comprising of all veterans who have been charged a

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fee by J4V in connection with a VA disability claim. The class was certified as a hybrid class under Md. Rule 2-231(c)(2) and (c)(3).

3. **Clarification and Confirmation of Class Period.** For purposes of notice, administration, and fairness review, the Court confirms that the certified Class includes:

“All veterans who were charged by or paid a fee to Just4Veterans LLC in connection with a VA disability claim on or after September 20, 2020.”

This confirmation:

- does not modify or alter the certification order;
- clarifies the temporal scope consistent with the pleadings and the Settlement Agreement.

4. **Class Representatives and Class Counsel.** Plaintiffs Gallagher and Heibel are confirmed as Class Representatives. Jon D. Pels, Esq., Alvaro A. Llosa, Esq., and Jesus Zelaya, Esq., of The Pels Law Firm, LLC are confirmed as Settlement Class Counsel under Md. Rule 2-231.

5. **Appointment of Settlement Administrator.** The Court appoints RG/2 Claims Administration, with headquarters in Philadelphia, PA as the Settlement Administrator to perform all duties in the Settlement Agreement, including:

- disseminating Notice;
- maintaining the Settlement Website;
- establishing a toll-free number;
- receiving and processing Claim Forms;
- administering deficiency notices and cure periods;
- tracking opt-outs and objections;
- preparing reports for the Final Fairness Hearing;
- distributing the Settlement Fund pursuant to the Plan of Allocation.

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Defendants are responsible for all Settlement Administration costs, separate from the Settlement Fund.

6. **Settlement Class Member List.** Within fifteen (15) business days of this Order, Defendants shall provide the Settlement Class Member List to the Settlement Administrator, including physical mailing address and e-mail addresses as available, who is ordered to follow the confidentiality provisions set forth in the Settlement Agreement with respect to such information.

7. **Notice to the Settlement Class.** The Court approves the form of the proposed Notice of Class Action Settlement attached as **Exhibit B** to the Settlement Agreement. In particular, the Court finds that the Notice:

- (a) clearly describes the nature of the action, terms of the Settlement, Settlement Agreement, and Plan of Allocation;
- (b) identifies Class Member rights (submit claims, do nothing, object, opt out);
- (c) explains binding effect of the Settlement;
- (d) states deadlines and hearing procedures;
- (e) notifies the Settlement Class that Class Counsel will seek Attorneys' Fees and Expenses, and Service Awards for the Representative Plaintiffs for their service in such capacity from the Gross Settlement Fund;
- (f) provides contact information and access to key documents.

8. **Notice Dissemination.** Within twenty (20) business days of this Order, the Settlement Administrator shall:

- (a) Send direct notice by e-mail and U.S. Mail (if each are applicable) to all reasonable identifiable Class Members;
- (b) Launch and maintain the Settlement Website with downloadable forms;

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- (c) Activate a toll-free telephone support line.
9. **Claim Requirement.** Class Members who paid fees to J4V must submit a Claim Form to receive monetary compensation.
10. **Claims Filing Deadline.** Claim Forms must be submitted online or postmarked within 60 days after the Notice Date.
11. **Deficiency Cure.** The Settlement Administrator shall notify claimants of deficiencies and allow at least ten (10) business days to cure them.
12. **Opt-Out Procedure.** Class Members may exclude themselves by submitting a written Request for Exclusion.
13. **Opt-Out Deadline.** Requests must be postmarked within thirty (30) calendar days after the Notice Date.
14. **Effect of Exclusion.** Class Members who opt out will:
- not receive Settlement benefits;
 - not be bound by the Settlement or Final Judgment;
 - retain the right to pursue separate claims.
15. **Petition for Attorneys' Fees and Expenses and Service Awards.** Any petition by Class Counsel for Attorney's Fees and Expenses and Service Awards for the Plaintiffs, and all briefs in support thereof, shall be filed no later than _____, 2026.
16. **Briefs in Support of Final Approval of the Settlement.** Briefs and other documents in support of final approval of the Settlement shall be filed not later than _____, 2026.
17. **Objections to Settlement.** Class Members who do not opt out may object to fairness, reasonableness, or adequacy of the Settlement, the Plan of Allocation, requested Attorneys'

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Fees, or Service Awards. Objections must be filed with the Court and served on counsel within thirty (30) calendar days after the Notice Date. Only Class Members who timely object may appear at the Final Fairness Hearing. Any objectors or their attorneys intending to participate in the Final Fairness Hearing must file a notice of intention to participate with the Court by no later than _____, 2026. Any objectors or their attorneys who do not timely file a notice of intention to participate shall not be permitted to speak at the Final Fairness Hearing, except for good cause shown.

18. Final Fairness Hearing. A Final Fairness Hearing is scheduled for _____, to evaluate under Md. Rule 2-231 and make a final determination concerning, among other things:

- Any objections from Class Members to the Settlement or any aspects of it;
- Whether the Settlement merits final approval as fair, reasonable, and adequate;
- Whether the Plan of Allocation should be granted final approval;
- Whether Class Counsel's application(s) for Attorneys' Fees and Expenses and Plaintiffs' Service Awards are fair and reasonable and should be approved;
- Whether the Class Action should be dismissed with prejudice pursuant to the terms of the Settlement and Final Judgment should be entered.

19. No Admission. Neither this Order nor the Settlement constitutes an admission of wrongdoing or liability.

20. Retention of Jurisdiction. The Court retains jurisdiction over all matters concerning:

- Administration, implementation, and enforcement;
- Interpretation of the Settlement Agreement;
- Resolution of disputes;

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- Entry of Final Judgment and enforcement of all orders.

SO ORDERED this ____ day of _____, 2026.

Judge J. Bradford McCullough

EXHIBIT D

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

GRANT GALLAGHER, *et. al*,
and all others similarly situated,

Plaintiffs,

v.

JUST4VETERANS LLC, *et. al*,

Defendants.

Case No.: C-15-CV-23-003578

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Upon consideration of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement filed by Plaintiffs Grant Gallagher and Emily Heibel, individually and on behalf of the Certified Class (collectively, the "Plaintiffs"), and Defendants Just4Veterans LLC and Frederick Castanos Justo (collectively, the "Defendants," and together with the Plaintiffs, the "Parties"), the Class Action Settlement Agreement³ dated _____, 2026 ("Settlement Agreement"), including all exhibits, the Court's Order Granting Preliminary Approval dated _____, 2026, the Declaration(s) of the Settlement Administrator, the arguments of counsel, and the entire record, and after notice to the Settlement Class and a Final Fairness Hearing conducted on _____, 2026, the Court hereby **FINDS** and **ORDERS** as follows:

1. The Court has jurisdiction over the subject matter of the Action, the Parties, the Class Representatives, the Settlement Class Members, and the Settlement Administrator pursuant to Md. Rule 2-231.

³ All capitalized terms not otherwise defined in this Final Approval Order and Judgment shall have the same meaning as in the Settlement Agreement.

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2. The Court confirms its February 13, 2025 Class Certification Order and the clarification adopted at Preliminary Approval. For Settlement purposes, the Court finally certifies the following Settlement Class under Md. Rule 2-231:

“All veterans who were charged by or paid a fee to Just4Veterans LLC in connection with a VA disability claim on or after September 20, 2020.”

3. The Court maintains the appointment of Grant Gallagher and Emily Heibel as Class Representatives for the Settlement Class and Jon D. Pels, Esq., Alvaro A. Llosa, Esq., and Jesus Zelaya, Esq., of The Pels Law Firm, LLC as Class Counsel for the Settlement Class.

4. The Court finds that the Settlement Class has received proper and adequate notice of the Settlement, the Fairness Hearing, Class Counsel’s application for Attorneys’ Fees and Expenses and Service Awards, and the Plan of Allocation, such notice having been given in accordance with the Preliminary Approval Order, and complies with the requirements of Md. Rule 2-231 and due process. The notice was reasonably calculated to apprise Settlement Class Members of the Settlement, their rights, and relevant deadlines.

5. The Claim Form, claim-processing procedures, deficiency cure procedures, and eligibility determinations were fair, reasonable, and adequate.

6. The Court grants Final Approval of the Settlement as fair, reasonable, and adequate pursuant to Md. Rule 2-231, and more particularly finds that:

- (a) The Settlement was reached after arm’s-length negotiations by capable counsel;
- (b) The Settlement provides substantial monetary and non-monetary benefits;
- (c) The Settlement treats Class Members equitably, distinguishing between “paid” and “charged-only” members in a permissible and rational manner;
- (d) The Plan of Allocation fairly and reasonably distributes the Net Settlement Fund to Eligible Claimants;

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- (e) The release and fee-forgiveness provisions are appropriately tailored to the claims asserted;
- (f) Continued litigation would be lengthy, expensive, and uncertain;
- (g) The Court has duly considered and overruled any filed objection(s) to the Settlement to the extent there were any.

7. The Settlement Administrator has submitted a Declaration identifying all persons who timely and validly requested exclusion. Those individuals who have timely and validly requested exclusion shall not receive Settlement benefits, and are not bound by the Settlement.

8. Effective as of the Effective Date, the Settlement Agreement and this Judgment shall be binding on all Settlement Class Members.

9. Settlement Class Members (except Opt-Out Clients) are deemed to have fully released and forever discharged the Released Parties from all Released Claims as defined in the Settlement Agreement.

10. The Class Representatives and the Class Members, acting individually or together, or in combination with others, are hereby permanently and finally barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims.

11. Each Class Member hereby releases the Released Parties, Defense Counsel, and Class Counsel for any claims, liabilities, and Attorneys' Fees and Expenses arising from the allocation of the Net Settlement Fund and for all tax liability and associated penalties and interest as well as related Attorneys' Fees and Expenses.

12. Without limiting the foregoing:

- J4V shall not collect, enforce, or accept payment of any unpaid fees or charges from any Settlement Class Member for VA-Related Services provided before the Effective Date.
- J4V may collect unpaid fees from Opt-Out Clients and non-class clients.

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13. The Court approves the Plan of Allocation as fair, reasonable, and adequate. The Settlement Administrator shall distribute the Net Settlement Fund in accordance with the Plan of Allocation and the Settlement Agreement. The Settlement Administrator shall have final authority to determine the share of the Net Settlement Fund to be allocated to each Class Member in accordance with the Plan of Allocation approved by the Court.

14. No Eligible Claimant shall receive more than the total amount they actually paid J4V during the Class Period.

15. Residual funds shall be distributed in accordance with the Plan of Allocation and subject to Court approval, as necessary.

16. The Court approves Attorneys' Fees and Expenses to Class Counsel in the amounts set forth in the separate Order entered concurrently. The Court finds that the Attorneys' Fees and Expenses incurred by Class Counsel were reasonable and necessary in the prosecution of this litigation, such that payment thereof is warranted.

17. The Court approves Service Awards to the Class Representatives in the amount of \$5,000 to each Grant Gallagher and Emily Heibel, separate from their ability to claim monetary relief from the Settlement Fund. .

18. The Court approves the injunctive relief provisions requiring J4V to cease accepting new clients as of the Execution Date, subject to the carve-outs for lawful operations outside Maryland and non-class clients.

19. All Settlement Class Members' unpaid fees incurred before the Effective Date are permanently discharged and uncollectible.

20. The Court approves payment of the Settlement Administrator's fees and expenses by Defendants as provided in the Settlement Agreement.

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21. The Settlement Administrator shall complete administration and file a Final Report upon completion of all distributions.

22. The Court retains continuing and exclusive jurisdiction over:

- implementation of the Settlement;
- interpretation of the Settlement Agreement;
- administration and distribution of the Settlement Fund;
- enforcement of the Release and Judgment;
- resolution of any disputes;
- entry of any further orders necessary to effectuate the Settlement.

This jurisdiction is retained without limitation as to duration.

23. Any motion to enforce this Final Approval Order or the Settlement Agreement, including by way of injunction, may be filed in this Court, and the provisions of the Settlement Agreement and/or this Final Approval Order may also be asserted by way of an affirmative defense or counterclaim in response to any action that is asserted to violate the Settlement Agreement.

24. In the event that the Settlement Agreement is terminated, in accordance with its terms, this Final Approval Order shall be rendered null and void, *ab initio*, and shall be vacated *nunc pro tunc*, and the Action shall revert to its status as of the day immediately before the day the Settlement was executed. The Parties shall be afforded a reasonable opportunity to negotiate a new case management schedule.

25. Upon entry of this Final Approval Order, all Parties, and the Settlement Class shall be bound by the Settlement Agreement and this Final Approval Order.

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26. This Final Approval Order constitutes **Final Judgment** pursuant to Md. Rule 2-601, and the Parties are hereby directed to take the necessary steps to effectuate the terms of the Settlement Agreement.

27. The Clerk is directed to enter this Judgment forthwith.

28. This Action is hereby **dismissed with prejudice**, with each Party bearing its own costs except as provided in the Settlement Agreement or Orders of this Court.

SO ORDERED this ____ day of _____, 2026.

Judge J. Bradford McCullough
Circuit Court for Montgomery County, Maryland