

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

GRANT GALLAGHER 1415 Alpine Pond San Antonio, TX 78260 EMILY HEIBEL 5775 Gateway Lane, NE Bremerton, WA 98311 and all others similarly situated, Plaintiffs, v. JUST4VETERANS LLC 22017 Fulmer Avenue Clarksburg, MD 20871 Serve: Frederick Castanos Justo 22017 Fulmer Avenue Clarksburg, MD 20871 FREDERICK CASTANOS JUSTO Owner/Chief Executive Officer J4V LLC 22017 Fulmer Avenue Clarksburg, MD 20871 Defendants.	Case No.: C-15-CV-23-003578 JURY TRIAL DEMANDED
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FIRST AMENDMENT TO PLAINTIFFS' CLASS ACTION COMPLAINT AND JURY DEMAND

COME NOW Plaintiffs, Grant Gallagher ("Mr. Gallagher") and Emily Heibel ("Ms. Heibel"), and all others similarly situated, by and through undersigned counsel, and make the following First Amendment to Plaintiffs' Class Action Complaint against Just4Veterans LLC (the "Entity Defendant" or "J4V") and Frederick Castanos Justo (the "Individual Defendant" or "Justo") (the Entity Defendant and the Individual Defendant are collectively referred to herein as "Defendants").

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INTRODUCTION

1. This case is brought by and on behalf of honorably discharged United States military veterans who, as a result of their military service to our country, have qualified for the U.S. Department of Veterans Affairs (the “VA”) disability benefits and have been charged illegal fees by Defendants in connection with their applications for VA disability benefits.

2. The VA mandates that all individuals and/or organizations providing services in connection with veterans’ applications for VA disability benefits must be accredited by the VA.

3. The VA also limits the amount(s) of fees that accredited individuals and/or organizations providing services in connection with veterans’ applications for VA disability benefits can charge for their services.

4. Defendants are not accredited by the VA.

5. Even if Defendants were accredited by the VA, the fees they are charging are illegally excessive—a fact that Defendants try to defeat by stating that they are not accredited, and therefore are not bound by the rules applicable to accredited providers and can charge disabled veterans illegally excessive fees.

6. Defendants also attempt to contort the factual record of the services they provide to veterans by expressly disclaiming that Defendants are assisting veterans in any manner which would require Defendants to be accredited. Instead, Defendants claim that “[t]he fees owed to J4V are NEVER for claim preparation or assistance.” Such a contortion of the facts is patently false.

7. Defendants have illegally charged veterans millions of dollars in fees for assisting veterans in the preparation, presentation, and prosecution of claims for VA disability benefits, far in excess of what accredited service providers are authorized to charge by the VA.

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8. In fact, the fees illegally charged by Defendants and similar entities and individuals, colloquially known as “claim sharks,” have become so problematic that the VA has recently issued numerous cease and desist letters in an attempt to stop the “claim sharks” from charging veterans for their services.

PARTIES

9. Plaintiff, Grant Gallagher, is an honorably discharged veteran of the Air Force, residing at 1415 Alpine Pond, San Antonio, Texas 78260.

10. Plaintiff, Emily Heibel, is an honorably discharged veteran of the United States Marine Corps, residing at 5775 Gateway Lane, NE, Bremerton, Washington, 98311.

11. Defendant, Just4Veterans LLC, is a Maryland limited liability company organized and existing under the laws of the State of Maryland, with a principal place of business at 22017 Fulmer Avenue, Clarksburg, MD 20871. J4V provides services to U.S. military veterans nationally, relating to the veterans’ claims for disability benefits from the VA.

12. Defendant, Frederick Castanos Justo, is the founder, owner, and Chief Executive Officer of J4V, residing at 22017 Fulmer Avenue, Clarksburg, MD 20871.

JURISDICTION, VENUE, AND CHOICE OF LAW

13. The Court has subject matter jurisdiction over this action pursuant to Md. Code, Cts. & Jud. Proc. § 1-501.

14. The Court has personal jurisdiction over J4V pursuant to Md. Code, Cts. & Jud. Proc. § 6-102 because J4V is organized under the laws of the State of Maryland and maintains its principal place of business in the State of Maryland.

15. The Court has personal jurisdiction over Justo pursuant to Md. Code, Cts. & Jud. Proc. § 6-102 because Justo is domiciled in the State of Maryland.

16. Venue is proper in the Court pursuant to Md. Code, Cts. & Jud. Proc. § 6-201 because J4V carries on a regular business in Montgomery County, Maryland and Justos resides in Montgomery County, Maryland.

17. Furthermore, J4V consented to the jurisdiction of the Circuit Court for Montgomery County, Maryland pursuant to the J4V contract with Mr. Gallagher and other veterans which provide(s), “[t]his Agreement shall be governed and construed exclusively by and under the laws of the State of Maryland, without regard to its conflict of laws rules. The state and federal courts located in Montgomery County, MD, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts.” See Gallagher Contract, attached hereto as **Exhibit A**.

18. Under the J4V contract(s), Maryland law governs this dispute. *Id.*

FACTUAL BACKGROUND

FACTS REGARDING SPECIFIC PLAINTIFF, GRANT GALLAGHER

19. Plaintiff, Grant Gallagher, is a veteran of the Air Force.

20. Mr. Gallagher served in the Air Force from March 29, 2016 to March 28, 2022 and was honorably discharged on March 28, 2022.

21. Mr. Gallagher learned about Defendants and their services when, on or about January 8, 2023, Defendant Justo sent an unsolicited LinkedIn message to Mr. Gallagher, stating: “Hi Grant, my name is Fred and I’m the founder at Just4Veterans. We help Veterans with their initial claim or rating increase. I am looking to expand my network with fellow Veterans, and I would love to learn about what you do and see if there’s any way we can support each other.” See

Exhibit B.

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22. On or about February 23, 2023, as a direct result of the solicitation by Defendants, Mr. Gallagher entered into a contract with J4V (the “Gallagher Contract”).

23. Mr. Gallagher entered into a contract with J4V in reliance on Justo’s promises to “support each other.” See **Exhibit B**.

24. Mr. Gallagher entered into a contract with J4V in reliance on Defendants’ representations on Defendants’ website, just4veterans.com that Defendants would help Mr. Gallagher “be awarded the highest possible rating” and would charge Mr. Gallagher an “affordable” rate for their services. See **Exhibit C**.

25. Defendants prepared Mr. Gallagher’s VA disability benefits claim on behalf of Mr. Gallagher. Defendants selected the appropriate forms, filled out the data for Mr. Gallagher’s specific claim, and filed the forms on behalf of Mr. Gallagher.

26. By selecting, preparing and filing the VA disability benefits claim forms on behalf of Mr. Gallagher, Defendants acted as agents.

27. The Gallagher Contract provided that Defendants would charge Mr. Gallagher a consulting fee equal to five (5) times the increase in Mr. Gallagher’s monthly VA disability benefits obtained with Defendants’ assistance.

28. Prior to February 23, 2023, Mr. Gallagher had a VA disability rating of 90%.

29. With Defendants’ assistance, Mr. Gallagher’s VA disability rating was increased to 100%.

30. As a result of the increase in Mr. Gallagher’s VA disability rating from 90% to 100%, Defendants estimated that Mr. Gallagher’s monthly VA disability benefits would increase by \$1,485.39. See Invoice Number 2023-323 dated April 15, 2023 (the “Gallagher Invoice” or “April 2023 Invoice”), attached hereto as **Exhibit D**.

31. On or around April 15, 2023, Defendants billed Mr. Gallagher \$7,426.95 and quoted a lump sum payment of \$6,878.09 with a 10% discount of \$742.70. See Exhibit D, Gallagher Invoice.

32. On or around April 25, 2023, Mr. Gallagher paid Defendants \$742.69. See Gallagher Payment Receipt dated April 25, 2023, attached hereto as Exhibit E.

33. On or around July 1, 2023, Mr. Gallagher paid Defendants \$300.00. See Gallagher Payment Receipt dated July 1, 2023, attached hereto as Exhibit F.

34. Mr. Gallagher did not make a payment in August 2023.

35. In or around early September of 2023, “Coach Sion,” an employee of J4V, sent a text message to Mr. Gallagher, threatening to contact Mr. Gallagher’s employer and to bring legal action against Mr. Gallagher if Mr. Gallagher failed to pay \$2,292.71 in fees illegally charged by Defendants. See Text Message, attached hereto as Exhibit G.

36. Specifically, “Coach Sion” wrote: “Grant, I’ve been attempting to contact you in reference to your VA Claim Invoice. J4V have it’s [sic.] clients sign a service agreement to protect the Client and J4V interest. Your invoice was sent to you on 90/01/2023 [sic.] and you have failed to pay it as of today. You [sic.] current [sic.] have a balance due of \$2292.71 due. I have attempted to contact you several times in reference to your invoice and you have fail [sic.] to respond. My goal is to prevent this from requiring legal action which will result in additional fee’s [sic.] being added to your invoice as well as court cost. We will also reach to [sic.] your employer to discuss garnishment actions. As Military Veterans one of the most important traits is INTEGRITY which comes along with trust. I know you are a [sic.] honest Veteran and will do what’s right, you agreed with the Service Agreement you signed to pay when awarded your rating. This is a legal binding contract which will be enforced through legal matters if required. Please pay your invoice in full

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prior to 15 Sept 2023 or next action will be filing of court documents. Thanks and Pray all is well.
Reach out to me ASAP so we can resolve this matter. Coach Sion. J4V.” See **Exhibit G**.

FACTS REGARDING SPECIFIC PLAINTIFF, EMILY HEIBEL

37. Plaintiff, Emily Heibel, is a veteran of the United States Marine Corps.

38. Ms. Heibel served in the Marine Corps from January 29, 2017 to January 30, 2021, and was honorably discharged on January 30, 2021.

39. Ms. Heibel learned about Defendants and their services when J4V’s employee, Kevin Bigelow, with whom Ms. Heibel had previously served in the military and whom Ms. Heibel trusted, continuously promoted J4V on his LinkedIn page.

40. On or about June 16, 2023, Ms. Heibel entered into a contract with J4V LLC (the “Heibel Contract”). See **Exhibit H**. Ms. Heibel entered into a contract with J4V in reliance on Defendants’ representations on Defendants’ website, just4veterans.com that Defendants would help Ms. Heibel “be awarded the highest possible rating” and would charge Ms. Heibel an “affordable” rate for their services. See **Exhibit C**.

41. Defendants prepared Ms. Heibel’s VA disability benefits claim on behalf of Ms. Heibel. Defendants selected the appropriate forms, filled out the data for Ms. Heibel’s specific claim, and filed the forms on behalf of Ms. Heibel.

42. By selecting, preparing and filing the VA disability benefits claim forms on behalf of Ms. Heibel, Defendants acted as agents.

43. The Heibel Contract provided that Defendants would charge Ms. Heibel a consulting fee equal to five (5) times the increase in Ms. Heibel’s monthly VA disability benefits obtained with Defendants’ assistance.

44. Prior to June 16, 2023, Ms. Heibel had a VA disability rating of 80%.

45. With Defendants’ assistance, Ms. Heibel’s VA disability rating was increased to 100%.

46. As a result of the increase in Ms. Heibel’s VA disability rating from 80% to 100%, Defendants estimated that Ms. Heibel’s monthly VA disability benefits would increase by \$1,729.74. See Invoice Number 2023-781A10 dated November 13, 2023 (the “Heibel Invoice” or “November 2023 Invoice”), attached hereto as **Exhibit I**.

47. On or around November 13, 2023, Defendants billed Ms. Heibel \$8,648.70 and quoted a lump sum payment of \$7,783.83, plus a \$225.73 credit card processing fee, with a 10% discount of \$864.87. See **Exhibit I**, Heibel Invoice.

48. In or around November 2023, Ms. Heibel complained to Defendants that the charge of \$8,648.70 was extremely high and excessive.

49. On or around December 1, 2023, Ms. Heibel paid Defendants \$864.87. See Heibel December 2023 Payment Receipt, attached hereto as **Exhibit J**.

50. On or around January 1 2024, Ms. Heibel paid Defendants \$864.87. See Heibel January 2024 Payment Receipt, attached hereto as **Exhibit K**.

51. On or around February 1 2024, Ms. Heibel paid Defendants \$864.87. See Heibel January 2024 Payment Receipt, attached hereto as **Exhibit L**.

52. Ms. Heibel did not make any additional payments to Defendants.

FACTS APPLICABLE TO ALL COUNTS

VA Disability Benefits and Applicable Federal Regulations

53. The VA’s disability program provides monthly VA disability compensation payments to veterans who suffered injuries during their military service or secondary to their

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military service.¹ In 2022, nearly 3.9 million veterans received monthly disability compensation payments for partial or complete disabilities.²

54. To protect veterans from exploitation by the unlawful business practices, like those of the Defendants, federal laws and regulations were enacted to ensure that “claimants for Department of Veterans Affairs (VA) benefits have responsible, qualified representation in the preparation, presentation, and prosecution of claims for veterans benefits.” See 38 C.F.R. § 14.626.

55. The applicable federal regulations—38 U.S.C. § 5901 *et al.* and 38 C.F.R. §§ 14.626 through 14.637—mandate that anyone assisting a veteran in the preparation, presentation, or prosecution of a claim for VA disability benefits: (i) must be accredited by the VA as a service organization representative, an agent, or an attorney; (ii) must be accredited by the VA as an agent or an attorney in order to charge any fees; (iii) cannot charge fees for preparing an initial claim for VA disability benefits; and (iii) can only charge fees that are reasonable.

56. Specifically, 38 U.S.C. § 5901 provides: “no individual may act as an agent or attorney in the preparation, presentation, or prosecution of any claim under laws administered by the Secretary unless such individual has been recognized for such purposes by the Secretary.”

57. 38 C.F.R. §§ 14.629(b)(1) provides: “No individual may assist claimants in the preparation, presentation, and prosecution of claims for VA benefits as an agent or attorney unless he or she has first been accredited by VA for such purpose.”

¹ See <https://helpdesk.vetsfirst.org/index.php?pg=kb.page&id=1785>

² See <https://www.census.gov/newsroom/press-releases/2021/veterans-report.html>

58. 38 C.F.R. § 14.636(b) further provides: “Only accredited agents and attorneys may receive fees from claimants or appellants for their services provided in connection with representation. Recognized organizations (including their accredited representatives when acting as such) ... are not permitted to receive fees.”

59. “Agent” is defined as “a person who has met the standards and qualifications outlined in 14.629(b).” 38 CFR § 14.627.

60. “Attorney” is defined as “a member in good standing of a State bar who has met the standards and qualifications in 14.629(b).” *Id.*

61. 38 C.F.R. § 14.636(c) further prohibits accredited agents and attorneys from charging fees for preparing an initial claim for VA disability benefits; instead, an accredited agent or attorney may charge veterans a fee only after an agency of original jurisdiction (e.g., VA regional office) has issued a decision on a claim, a notice of disagreement has been filed, and the agent or attorney has filed a power of attorney and a fee agreement with the VA.

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

Defendants Are Not Accredited by the VA

63. Defendants are not accredited by the VA. See September 10, 2023 printout of Disclaimer from just4veterans.com (the “Disclaimer”), attached hereto as **Exhibit M** (“J4V LLC is NOT an accredited agent, attorney, entity or VSO recognized by the Department of Veterans Affairs (VA) and is not affiliated with the VA in any way.”); **Exhibit A**, Gallagher Contract, at p.1 ¶4 (“J4V is NOT an accredited VSO, claims agent, attorney or entity recognized by the Department of Veterans Affairs (VA) and is not affiliated with the VA in any way”), p. 3 ¶10 (“J4V is NOT an accredited VSO, VA claims agent, or attorney.”).

64. Any contract(s) between Plaintiffs/Class members and Defendants violate 38 U.S.C. § 5901 *et al.* and 38 C.F.R. §§ 14.626 through 14.637 and, therefore, are void as against public policy.

Services Provided and Fees Charged by Defendants

65. Despite not being accredited by the VA, Defendants offer purportedly “free” services to assist veterans with applying for and/or obtaining VA disability benefits.

66. The services provided by Defendants include: (i) developing a strategy for the claim(s); (ii) providing access to medical professionals to meet the causation and/or nexus requirements; (iii) in-depth review of veterans’ medical records to determine the best course of action for the application; and (iv) a complete walkthrough from the start to the end of the VA disability process. See **Exhibit N**.

67. According to the J4V website, just4veterans.com, J4V “will walk you through every step of the application process, so you never have to worry about your VA claims being denied or underrated.” See **Exhibit O**.

68. Defendants offer “veteran coaches” who “will guide you how to file a VA claim that can clear the system and get you the most money possible,” and “once you understand how to get your VA disability approved, our [] coaches will help you submit it. You’ll have a guide through the entire process, and you won’t have to pay for any of it until you [win] your claim.” See **Exhibit P**.

69. According to just4veterans.com, Defendants also: “develop[. . .] a strategy to pursue [a] claim”, “conduct a thorough and HIPAA complaint review of [. . .] medical records to determine the most appropriate course of action” and “explain everything [a veteran] need[s] to

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know to apply for VA disability benefits”. See September 10, 2023 printout of Services from just4veterans.com (the “Services”), attached hereto as **Exhibit N**.

70. According to the J4V contract, J4V provides “Disability Benefits Educational Services (DBES)”, “Medical Consultation Services relating to the medical conditions/disabilities that may possibly affect the Client”, “educational consulting services to Client in preparing and submitting various forms to the VA”, and “claim preparation assistance”. See **Exhibit A**, Gallagher Contract, at pp. 1, 2.

71. Defendants promise veterans that “we walk you through the entire application process. We will guide you on navigating the VA websites, and we commit to never leave you stranded in the middle of an application.” See **Exhibit Q**.

72. Defendants schedule Zoom meetings with veterans during which Defendants take remote control of veterans’ computers and submit veterans VA disability benefits applications on the veterans’ behalf.

73. Defendants used a Zoom meeting to submit Mr. Gallagher’s VA disability benefits claim forms on behalf of Mr. Gallagher.

74. Defendants used a Zoom meeting to submit Ms. Heibel’s VA disability benefits claim forms on behalf of Ms. Heibel.

75. Defendants’ services were not, and are not, limited to Maryland.

76. Defendants provide services nationwide.

77. On information and belief, Defendants have prepared and filed all the necessary VA disability benefits claim forms on behalf of thousands of other veterans nationwide.

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78. By preparing and filing all the necessary VA disability benefits claim forms on behalf of veterans, Defendants act as “agents” of the veterans in that Defendants act as “[s]omeone who is authorized to act for or in place of another.”

79. Defendants do not charge up-front fees for their services.

80. According to the J4V website, just4veterans.com, “[J4V] offer a free consultation to discuss our services and the ways that we can help you. We’ll walk you through our process and explain how it works, so you know what to expect from us. If, after our consultation, you decide to move forward with us, our consulting fee only applies if and when you receive a rating increase. We take no money up front if you don’t get an increase-pay only after you win your disability claim.” See September 10, 2023 printout of FAQs from just4veterans.com (the “FAQs), attached hereto as **Exhibit R**.

81. If a veteran receives an increase in his/her VA rating and an increase in the amount of his/her monthly VA disability benefits, Defendants charge the veteran “five times (5x) the INCREASE in the Client’s monthly benefit award that he/she receives from the VA.” See **Exhibit A**, Gallagher Contract, at p. 4 ¶ 1.

Deceptive, Misleading and/or False Statements by Defendants

82. Defendants’ website, just4veterans.com, entices veterans to use Defendants’ services with deceptive, misleading, and/or false statements.

83. Defendants are aware that charging veterans fees for any assistance with claims for VA disability benefits by unaccredited organizations and/or unaccredited individuals is illegal and Defendants contort the language on their website and in their contract(s) to make it seem that they are not assisting veterans and charging illegal fees.

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84. Specifically, according to the J4V contract, “J4V does NOT assist Client with the preparation, presentation, and prosecution of his/her VA disability claims for VA benefits. Client shall prepare and file his/her own claim utilizing free government websites”. See **Exhibit A**, Gallagher Contract, at p. 1 ¶ 2.

85. Also according to the J4V contract, “[t]he fees owed to J4V are NEVER for claim preparation or assistance.” See **Exhibit A**, Gallagher Contract, at p. 3 ¶ 8.

86. In its cease and desist letters to “claim sharks,” like Defendants, the VA stated:

[I]t appears that you may be attempting to draw a legal distinction between providing advice to veterans about the information needed to substantiate their claims and filing the claim under your own name. However, this is a distinction without a difference as both types of work are considered to be in furtherance of the preparation and presentation of VA benefits claims, and thus, prohibited without first achieving VA accreditation.... [T]he materials on [] website reflect services that clearly constitute assistance in the preparation, presentation, and prosecution of claims, which cannot be performed without VA accreditation. 38 C.F.R. § 14.629(b).... See Cease and Desist Letters, attached hereto as **Exhibit S**.

87. The VA Office of General Counsel has issued the following guidance:

Preparing a benefits claim generally includes, but is not limited to, ***consulting with or giving advice*** to a claimant or ***potential claimant in contemplation of filing a benefits claim, gathering evidence in support of a benefits claim on behalf of a claimant or potential claimant***, or filling out VA forms for their submission to VA. Likewise, presenting and prosecuting a benefits claim generally includes, but is not limited to, filing, or ***pursuing in any way***, an initial claim for VA benefits, a request for further review of a decision by the agency of original jurisdiction, or an appeal to the Board of Veterans’ Appeals. Services that strongly suggest the “practice before VA” are those that would have no value or purpose, or very little value or purpose, outside of VA’s adjudication process for benefits claims.

See VA Office of General Counsel Accreditation Frequently Asked Questions, attached hereto as **Exhibit T** (emphasis added).

88. Defendants do not tell veterans that the VA Office of General Counsel has issued the above guidance or that the VA Office of General Counsel has stated that “presenting and

prosecuting a benefits claim ... includes ... pursuing in any way, an initial claim for VA benefits, a request for further review of a decision by the agency of original jurisdiction, or an appeal to the Board of Veterans' Appeals." See **Exhibit T**

89. The VA Office of General Counsel has also clarified that "acts in making the claim ready for filing, but not the actual filing of the claim ... constitutes preparation of a claim and therefore requires accreditation. This is because the advice is given in regards to a specific application for benefits rather than general advice not related to a specific claim. The difference is significant in that the purpose of VA's accreditation program is to ensure that claimants for VA benefits receive qualified assistance in preparing and presenting their claims." See **Exhibit T**.

90. As stated in the VA Office of General Counsel guidelines, "[p]reparing a benefits claim generally includes, but is not limited to, *consulting with* or *giving advice* to a ... *potential claimant in contemplation of filing a benefits claim*, [or] *gathering evidence in support of a benefits claim on behalf of a ... potential claimant*.... Likewise, presenting and prosecuting a benefits claim generally includes, but is not limited to ... *pursuing in any way*, an initial claim for VA benefits." See **Exhibit T**

91. The VA also specifically provides that "[a]dvising a claimant on a specific benefit claim or directing the claimant on how to fill out the application, even if you never put pen to paper, is considered claims preparation." See VA Accreditation Program, attached hereto as **Exhibit U**.

92. Therefore, Defendants' statements that "J4V does NOT assist Client with the preparation, presentation, and prosecution of his/her VA disability claims for VA benefits" and that "[t]he fees owed to J4V are NEVER for claim preparation or assistance" are deceptive, misleading and/or false.

93. Defendants claim that their services are “affordable (very important for veterans with a fixed income).” See Exhibit C.

94. Defendants’ statement that their services are affordable is deceptive, misleading and/or false.

95. Despite the promises of affordability, buried on page four of J4V’ contracts is a notice that “the maximum amount [a veteran] will ever owe [J4V] shall NOT exceed \$14,000.00,” or nearly 30 percent of a veteran’s median 2022 income as reported by the U.S. Census Bureau. See Exhibit A, at p. 4 ¶ 2..

96. Defendants claim that their main values are “honesty” and “clarity.” See Exhibit P.

97. J4V’ contracts, signed on behalf of J4V by Justo, tell a different story. The contracts provide that: (i) the contracts are **not cancelable** once Defendants have connected the veteran with Independent Professional Medical Practitioners (“IPMP”) for Disability Benefit Questionnaire (DBQ) Reviews and Medical Causation Letters; and (ii) the contracts “cannot be terminated by the Client without express written approval to terminate by [Justo].” See Exhibit A, at p. 3 ¶ 11.

98. The contracts further provide that J4V may charge additional “supplemental fees” including:

(i) veterans who receive military retirement pay, have a disability rating of 10% to 40%, and attain a disability rating of 50% must pay J4V “five (5) months’ worth of the TOTAL VA DISABILITY CHECK paid to him/her each month by the VA” (Exhibit A, Gallagher Contract, at pp. 4-5 ¶¶ 1-2);

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(ii) veterans who use J4V’ services to “defend and protect” veterans’ VA disability ratings that veterans had established prior to working with J4V are “responsible for paying [Just4Veterans] five (5) months’ worth of the protected rating no later than 90 days after J4V provides them the complete educational consultant package” (*id.* at p. 5 ¶ 3(a));

(iii) veterans who have a Clear and Unmistakable Error (CUE) claims must “pay [J4V] five (5) months’ worth of the highest monthly value of the CUE claim award PLUS 25% of the total gross retroactive pay ... due within 2 business days of receiving payment on their claim” (*id.* at p. 5 ¶ 3(b));

(iv) veterans who have pending claims, which they had prepared and submitted entirely on their own, must pay J4V five (5) months’ worth of the increase in benefits for such claims because “[h]istory has proven that these cases are typically a mess and extremely time consuming” and “often add significant workload for [J4V]” (*id.* at p. 5 ¶ 3(c));

(v) veterans who are receiving a temporary increased rating must also pay J4V “the additional 10% of the retroactive lump sum award” (*id.* at p. 6 ¶ 4);

(vi) veterans who are receiving Individual Unemployability pay, but have a disability rating of less than 100%, must pay J4V a flat fee of \$5,000.00 in the event they attain 100% disability rating (*id.* at p. 6 ¶ 5);

(vii) veterans who fail to make payment to J4V within two business days following the receipt of any additional benefit payment are “subject to a 3% per month interest rate ... plus all expenses of collection” (*id.* at p. 5).

99. Therefore, Defendants’ statement that their main values are “honesty” and “clarity” is deceptive, misleading, and/or false.

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100. Although Defendants acknowledge that there are free services available to veterans to support the filing of claims for VA benefits, Defendants also tell veterans that: (i) the VA uses a “complicated system”; (ii) without Defendants’ services, veterans would have “so many steps and hoops to jump through just to get what [they] deserve”; (iii) using Defendants’ services will ensure that veterans “never have to worry about [their] VA claims being denied or underrated”; and (vi) using Defendants’ services will help veterans achieve “the highest possible rating.” See **Exhibit C and Exhibit N.**

101. Nowhere do Defendants tell veterans that veterans can achieve as favorable, or a more favorable, outcome by utilizing free and/or accredited resources, or by simply submitting the applications on their own.

102. In fact, Defendants’ website states that Defendants will help veterans achieve “the highest possible rating.” See **Exhibit C.**

103. Defendants thereby mislead veterans into concluding that, unless the veterans choose to utilize Defendants’ services, the veterans will have to jump through hoops, worry about their claims being denied or underrated and will not achieve “the highest possible rating.” See **Exhibit C and Exhibit N.**

Defendant Justo

104. Justo is owner, founder, and Chief Executive Officer of J4V.

105. Justo advertises on just4veterans.com that he “retired after 23 years of service” in the United States Marine Corps. “After service, he was employed by the Veteran Benefits Administration (VA). During his tenure at the VA, he discovered many inefficiencies in the way Veterans disability ratings were evaluated. He witnessed firsthand how the VA’s method of deciding Veterans’ disability ratings was heavily flawed and designed a system to address those

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deficiencies ... [,] recognize[ed] the need to provide Veterans help in processing their VA disability claims [and] started J4V to aid veterans get the highest VA rating possible.” See September 10, 2023 printout of About Us page from just4veterans.com (the “Leader”), attached hereto as **Exhibit V**.

106. Justo relies on his personal status as a veteran to gain other veterans’ trust and to entice other veterans to enter into contracts with J4V.

107. Justo signs J4V’s contracts with veterans on behalf of J4V.

108. Justo personally committed, inspired, and participated in Defendants’ illegal acts.

109. Justo personally reached out to Mr. Gallagher via LinkedIn to solicit Mr. Gallagher to use Defendants’ services, telling Mr. Gallagher: “My name is Fred and I’m the founder at Just4Veterans. We help Veterans with their initial claim or rating increase. I’m looking to expand my network with fellow Veterans, and I would love to learn about what you do and see if there’s any way we can support each other.” See **Exhibit B**. It was as a result of this unsolicited LinkedIn message directly from Justo that Mr. Gallagher ended up using J4V’s assistance with his application for VA disability benefits.

CLASS ACTION ALLEGATIONS

110. Each putative member of the class herein was charged a fee by Defendants for assistance in preparing an initial VA claim and/or obtaining an increase in his/her VA disability rating and benefits in violation of 38 U.S.C. § 5901–5904, 38 C.F.R. §§ 14.629, 14.636.

111. Each putative member of the class herein was charged a fee in the amount of five times the monthly increase in his/her VA benefits in violation of 38 U.S.C. § 5901–5904, 38 C.F.R. §§ 14.629, 14.636.

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112. Plaintiffs bring this action on behalf of themselves and on behalf of a class of similarly situated persons (the “Class”) pursuant to Rule 2-231 of the Maryland Rules of Civil Procedure. The Class is defined as follows:

Veterans who have been charged a fee by Just4Veterans LLC in connection with their U.S. Department of Veterans Affairs disability claim(s).

113. Excluded from the Class are the following: (i) Defendants; (ii) any person, firm trust, corporation or other entity affiliated with Defendants; (iii) any person who previously signed a document that operates to release Defendants from any and all liability for damages stemming from services provided by Defendants; and (iv) Class members who timely opt-out of any stipulation.

114. Upon information and belief, members of the Class number in the thousands.

115. Members of the Class are so numerous that joinder of them is impracticable.

116. There are numerous questions of law and fact common to the Class. Such common questions include, but are not limited to:

(i) Whether Defendants are subject to the limitations of 38 U.S.C. § 5901 *et al.* and 38 C.F.R. §§ 14.626 through 14.637;

(ii) Whether Defendants’ business practices violate 38 U.S.C. § 5901 *et al.* and 38 C.F.R. §§ 14.626 through 14.637;

(iii) Whether Defendants’ business practices constitute unfair and/or deceptive practices and otherwise violate the Maryland Consumer Protection Act, MD. CODE, COM. LAW §13-303;

(iv) Whether Defendants have breached their fiduciary duty to Class members;

(vi) Whether Defendants should be enjoined from continuing to intentionally violate federal and/or state law; and

(vii) Whether Defendants should be ordered to refund the fees paid by the Class members.

117. The named Plaintiffs herein are members of the Class, and their claims are typical of other Class members' claims in that, like all Class members, Plaintiffs were induced to enter into a contract with J4V LLC and paid Defendants a fee in connection with their VA disability claims.

118. Plaintiffs are adequate representatives of the Class' interests in that they have and will vigorously pursue this action on behalf of the entire Class, have no conflicts with the Class, have interests completely coincident with the Class' interests, have personal interests of law and fact common with the Class, and have retained experienced Class counsel to represent the Class.

119. A class action is superior to other available methods for the fair and efficient adjudication of this controversy: the Class is definable, and the number plaintiffs can be easily identified by examination of Defendants' records; prosecution of this case as a class action will eliminate the possibility of repetitious litigation and will provide redress for claims which otherwise may be too small to support the expense of individual complex litigation against Defendants; and there are no problems that would make this case difficult to manage as a class action.

120. Moreover, J4V has acted and refused to act on grounds generally applicable to the Class, thereby making declaratory relief and corresponding final injunctive relief appropriate with respect to the Class as a whole. J4V should be enjoined from preparing, presenting, and/or prosecuting VA disability claims, and a declaration should be issued that Defendants disgorge its ill-gotten gains and void the invoices with any outstanding debt.

COUNT I
VIOLATION OF MARYLAND CONSUMER PROTECTION ACT

121. Plaintiffs repeat and re-allege the preceding paragraphs of this Complaint as though fully set forth herein.

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122. Defendants' actions are unfair, abusive, deceptive, and otherwise violate MD. CODE, COM. LAW §13-303, which prohibits "unfair, abusive, or deceptive trade practices, as defined in [MD. CODE, COM. LAW §13-301] ... in (1) The sale ... of any consumer goods, ... or consumer services; (2) The offer for sale ... of consumer goods, ... or consumer services; (3) The offer for sale of ... educational services....".

123. Defendants' actions are in or affecting commerce.

124. Defendants' unfair, abusive and deceptive trade practices include but are not limited to:

- a. Enticing veterans to enter into contracts with J4V through making deceptive, misleading, and/or false statements, as described herein;
- b. Assisting veterans in the preparation, presentation, and prosecution of claims for VA disability benefits without being accredited to do so by the VA;
- c. Charging fees for assisting veterans in the preparation, presentation, and prosecution of claims for VA disability benefits without being accredited to do so by the VA;
- d. Charging fees for initial VA claims in violation of the VA's rules and regulations;
- e. Charging fees in excess of any reasonable fee consistent with the work performed;
- f. Charging fees in excess of those allowed by the VA's rules and regulations;
- g. Entering into illegal contracts with individuals who have served our nation and been discharged honorably.

125. Defendants' actions as set forth above have the capacity to deceive and in fact do deceive thousands of people, affecting the marketplace.

126. Federal law established under 38 U.S.C. Chapter 59, *et seq.* and/or 38 C.F.R. § 14, *et seq.*, also provides that all agreements for the payment of any fees for services rendered in connection with veterans benefits must be in writing and signed by both the claimant or appellant and the accredited agent or attorney. To be valid and lawful, a fee agreement must: (1) name the

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veteran; (2) name the claimant or appellant if other than a veteran; (3) name any disinterested third-party payer and the relationship between the third-party payer and the veteran, claimant, or appellant; (4) set forth the applicable VA file number; and (5) contain the specific terms under which the amount to be paid for the services of the attorney or agent will be determined. 38 C.F.R. § 14.636(g)(1)(i-v).

127. Within thirty (30) days of the execution of a fee agreement between a veteran and representative, the representative must send a copy of their fee agreement to either the VA or Office of General Counsel (“OGC”). 38 C.F.R. 14.636(g)(3).

128. Because these regulations were designed to protect veterans, Defendants’ business practice of routinely violating these regulations constitute a violation of the Maryland Consumer Protection Act.

129. Defendants should not be permitted to keep any portion of their fees because they failed to submit their fee agreement in accordance with 38 C.F.R. § 14.636(f).

130. Defendants should not be permitted to keep any portion of their fees because they are not accredited and the collection of a fee by an unaccredited claims representative violates 38 C.F.R. § 14.636(b).

131. Defendants’ actions have actually, proximately, and foreseeably damaged Plaintiffs and Class members in an amount in excess of \$25,000.

132. Additionally, this Court should award attorney’s fees under MD. CODE, COM. LAW §13-408.

COUNT II
BREACH OF FIDUCIARY DUTY

133. Plaintiffs repeat and re-allege the preceding paragraphs of this Complaint as though fully set forth herein.

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134. By selecting, preparing and filing the VA disability benefits claim forms on behalf of Plaintiffs and Class members, Defendants acted as agents in that Defendants acted as “[s]omeone who is authorized to act for or in place of another.”

135. As agents, Defendants were accountable to Plaintiffs and Class members as fiduciaries.

136. As fiduciaries, Defendants owed Plaintiffs and Class members the duty to act for the benefit of Plaintiffs and Class members with loyalty and good faith, without any self-interest or self-dealing.

137. Defendants breached their fiduciary duties to Plaintiffs and Class members by:

- a. Enticing veterans to enter into contracts with J4V through making deceptive, misleading, and/or false statements, as described herein;
- b. Assisting veterans in the preparation, presentation, and prosecution of claims for VA disability benefits without being accredited to do so by the VA;
- c. Charging fees for assisting veterans in the preparation, presentation, and prosecution of claims for VA disability benefits without being accredited to do so by the VA;
- d. Charging fees for initial VA claims in violation of the VA’s rules and regulations;
- e. Charging fees in excess of any reasonable fee consistent with the work performed;
- f. Charging fees in excess of those allowed by the VA’s rules and regulations.

138. By virtue of Defendants’ failure to meet their fiduciary duties owed to Plaintiffs and Class members, Plaintiffs and Class members suffered damages.

139. Plaintiffs and Class members are entitled to attorney’s fees and injunctive relief shutting down Defendants’ practices.

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COUNT III
CONVERSION

140. Plaintiffs repeat and re-allege the preceding paragraphs of this Complaint as though fully set forth herein.

141. Defendants have collected and retained money illegally obtained through contracts with veterans.

142. Defendants have exerted ownership or dominion over the personal property of Plaintiffs and Class members in denial of Plaintiffs/Class members' rights or inconsistent with them.

143. Defendants intended to exercise a dominion or control over the personal property of Plaintiffs and Class members in denial of Plaintiffs/Class members' rights or inconsistent with them.

144. In exercising dominion or control over the personal property of Plaintiffs and Class members in denial of Plaintiffs/Class members' rights or inconsistent with them Defendants acted with actual malice.

145. Plaintiffs and Class members are rightful owners of the money paid to Defendants.

146. The money paid to Defendants by Plaintiffs and Class members are specific, segregated, or identifiable funds.

147. Defendants have made an unauthorized exercise of ownership over these funds.

148. Defendants' acts of conversion have actually, proximately, and foreseeably caused damages to Plaintiffs and Class members in an amount in excess of \$25,000.

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COUNT IV
DECLARATORY JUDGMENT

149. Plaintiffs repeat and re-allege the preceding paragraphs of this Complaint as though fully set forth herein.

150. Plaintiffs seeks a declaration pursuant to Md Cts. & Jud. Pro. § 3-409 *et. seq.* that any contract between Plaintiffs/Class members and any Defendant is void or voided and/or rescinded.

151. The purported contracts are void or voidable because they are unconscionable, in violation of Md Bus. Occup. & Prof. §§ 10-206 and 10-601 (as set forth above), in violation of VA rules (as set forth above), and in violation of the Maryland Consumer Protection Act (as set forth above).

152. Md Cts. & Jud. Pro. § 3-406 specifically allows this Court to make declarations regarding the rights and obligations under contracts.

153. Per Md Cts. & Jud. Pro. § 3-410 and § 3-412, Plaintiffs ask for all available relief pursuant to the declarations, including disgorgement of all amounts received by Defendants under the purported contracts, interest, attorney's fees, a constructive trust on all such amounts including profits and interest, equitable tracing and an equitable lien on any funds received by Defendants and disbursed to any insiders, and any other remedy applicable.

154. The purported contracts are also void as against public policy because they violate this country's public policy to protect its veterans from predatory actions by unaccredited organizations and/or individuals, as expressed in 38 U.S.C. § 5901 *et al.* and 38 C.F.R. §§ 14.626 through 14.637.

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155. The purported contracts are also void as against public policy because they charge fees far in excess of those allowed under 38 C.F.R. § 14.636 and are, therefore, patently offensive to the public good and unconscionable.

156. Plaintiffs also ask for equitable relief preventing any further solicitation or contracts between Defendants and others who are or could be in the Class.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and Class members pray for the following relief:

- (i) Certification of the Class under Rule 2-231 of the Maryland Rules of Civil Procedure;
- (ii) An order that Defendants have illegally charged Plaintiffs and the Class members fees related to Plaintiffs' and the Class members' VA disability benefits;
- (iii) Disgorgement of all sums received from Plaintiffs and the Class members by Defendants;
- (iv) Imposition of a constructive trust on Defendants' net assets and revenues;
- (v) An order enjoining Defendants from continuing their practices;
- (vi) An award of attorney's fees;
- (vii) Declarations consistent with the above requests including, but not limited to, a declaration that any contracts entered into by Defendants with Plaintiffs and Class members are void/rescinded and that all amounts received by Defendants, plus interest and investment returns, be returned to Plaintiffs and Class members;
- (viii) Eventual appointment of The Pels Law Firm as class counsel;
- (ix) Award of damages in an amount in excess of \$25,000;

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- (x) An award to Plaintiffs and the Class members for attorney's fees, punitive damages, costs, disbursements and pre and post judgment interest;
- (xi) Other equitable relief to which Plaintiffs and the Class members may be shown to be entitled; and
- (xii) Any such other relief as the Court deems just, equitable, and proper.

DEMAND FOR JURY TRIAL

Plaintiffs, Grant Gallagher and Emily Heibel, hereby demand a trial by jury of all issues so triable pursuant to Rule 2-325 of the Maryland Rules of Civil Procedure.

Respectfully submitted,

THE PELS LAW FIRM L.L.C.

Dated: May 17, 2024

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CERTIFICATE OF SERVICE

I hereby certify that on May 17, 2024, I caused a copy of the foregoing First Amendment to Plaintiffs' Class Action Complaint and Jury Demand to be served via the Court's MDEC electronic filing system on all registered participants, including:

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