



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-268473

Received Date: October 30, 2020

CONSUMER INFORMATION

Primary Consumer:

Jermaine Miranda

Secondary Consumers:

Consumer Contact Person:

Consumer Address:

241 Cumming Ln N
Keizer, OR 97303
Not in Texas County
United States

Consumer Contact Information:

Home: (503) 951-4840

RESPONDENT INFORMATION

Primary Respondent:

Va Claims Insider

Secondary Respondents:

Respondent Contact Person:

Respondent Address:

3575 Far West Blvd Ste 28983
Austin, TX 78731
Travis County
United States

Respondent Contact Information:

Business: (737) 241-9823

Email: Unknown

COMPLAINT SUMMARY

C is having billing / collections issues with R.

COMPLAINT DETAILS

First contact with business:

Other:

Solicitation in other language:

Transaction Place:

Other:

Contract Signed:

Amount Requested:



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-268473

Received Date: October 30, 2020

Amount Paid:
Method of Payment:
Payment Subtype:
Date of Payment:

Complained to Business:
Date of Complaint:
Business Response:

Contacted Another Agency or Private Attorney:
Name and Address of Agency:
Action Taken by Attorney:

COMPLAINT INFORMATION

CGS Analyst: pam.yediares@oag.texas.gov
CPD Region: Austin
Complaint Source: Paper



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

RECEIVED

OCT 30 2020

Office of the Attorney General
Consumer Protection Division
Austin Office

LETITIA JAMES
ATTORNEY GENERAL

DIVISION OF REGIONAL AFFAIRS
BUFFALO REGIONAL OFFICE

October 27, 2020

Jermaine Miranda
241 Cummings Ln N
Keizer, OR 97303

Re: Our File Number: 1-202582312
Subject: VAClaimsInsider

Dear Jermaine Miranda:

On behalf of Attorney General Letitia James, I am writing to notify you that we have received your correspondence.

We appreciate your alerting us to this matter. We believe the agency shown below may be able to assist you and we are forwarding your correspondence there.

If you do not receive a response in the near future, please follow up directly with that agency. I suggest you attach a copy of this letter or, if appropriate, mention that you are adding new information.

Thank you for writing to our office. We will keep your correspondence on file for future reference.

Very truly yours,

Abigail Schumacher

Abigail Schumacher
Bureau of Consumer Frauds and Protection

cc: Texas Office of the Attorney General
Consumer Protection Division
P.O. Box 12548
Austin, TX 78711

Letitia James
NY Attorney General

NEW YORK STATE OFFICE
ATTORNEY
GENERAL

Select Language ▼

Welcome to the Office of the Attorney General Online Submission Form Consumer Frauds Bureau Online Complaint Form

Form Successfully Submitted

[Print](#)

Thank you for your submission to the New York State Attorney General's Bureau of Consumer Frauds and Protection. Your Intake Reference Number is # 1-202582312. Your complaint will be reviewed as soon as possible after which we will notify you as to whether yours is a concern which can be handled by our office. Attorney General Letitia James is strongly committed to the rights of all citizens and hopes that we can be of assistance to you. Thank you for contacting us.

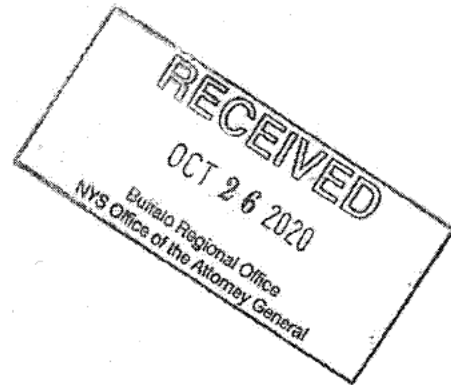
If you plan on mailing in supporting documents, please send them to the appropriate office listed on [this page](#).

Complaint Bureau

Bureau Where You Filed Your Complaint Regional Office Buffalo

Your Information

Salutation	Mr.
First Name	Jemaine
Last Name	Miranda
Your Business/Organization Name	Disable Vet
Street Address	241 Cummings Ln N
Address Line 2	
City/Town	Keizer
State	Oregon
Zip/Postal Code	97303
Country	UNITED STATES
Email Address	
Primary Phone Number	503-951-4128
Alternate Phone Number	
Gender	Male



Subject of Your Complaint

Are you complaining about a person or a company?	Company
Business Name	VAClaimsInsider
Street Address	Unknown
Address Line 2	

Please Contact Us To Set Up Payments

From: cellis@vaclaimsinsider.com

To:

Date: Wednesday, October 7, 2020, 01:12 PM PDT

Good Afternoon Jermaine!!!

Cynthia here from VA Claims Insider.

I hope this email finds you well. We have made several attempts to contact you regarding payments on your account, but have been unsuccessful thus far. Please be assured that we are here to work with you and would like to avoid forwarding your account to a third-party collection company. Please contact us today so that we can help you in this process. We look forward to hearing from you soon.

Cynthia Ellis
Veteran Accounts Manager

E: cellis@vaclaimsinsider.com

P: 716-229-4252

W: <https://vaclaimsinsider.com>



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BOARD OF VETERANS' APPEALS
FOR THE SECRETARY OF VETERANS AFFAIRS

IN THE APPEAL OF
JERMAINE D. MIRANDA
Represented by
Disabled American Veterans

SS 566 82 1935
Docket No. 06-26 131

DATE: May 18, 2020

ORDER

Entitlement to an effective date of April 19, 1996, for the grant of a 10 percent rating for _____ is granted.

Entitlement to a disability rating higher than 10 percent for _____ is denied.

REMANDED

Entitlement to service connection for _____ is remanded.

Entitlement to service connection for _____ is remanded.

Entitlement to service connection for hair loss is remanded.

Entitlement to special monthly compensation (SMC) for _____ is remanded.

Entitlement to a temporary total disability rating for convalescence following _____ is remanded.

Entitlement to a total disability rating based on individual unemployability (TDIU) is remanded.

2,760 oz. 510045-002-03672870 0001371 0033645 1F000000

FINDINGS OF FACT

1. VA received on April 19, 1996, the Veteran's claim for an increased disability rating for _____ Evidence received in conjunction with that claim supported a 10 percent rating.
2. From 2009 forward, the Veteran's _____ have not affected 20 percent or more of exposed or entire body areas, have had treatment that included _____ as a _____ and not a _____ and have not been treated by _____

CONCLUSIONS OF LAW

1. An effective date of April 19, 1996, for the grant of a 10 percent for _____ is warranted. 38 U.S.C. §§ 5107, 5110 (2012); 38 C.F.R. § 3.400 (2019).
2. From 2009 forward, the criteria for a disability rating higher than 10 percent for _____ have not been met. 38 U.S.C. §§ 1155, 5107 (2012); 38 C.F.R. § 4.118, Diagnostic Code 7806 (2018); 38 C.F.R. Part 4, including §§ 4.1, 4.2, 4.7, 4.10, 4.118, Diagnostic Code 7806 (2019)

REASONS AND BASES FOR FINDINGS AND CONCLUSIONS

1. Effective date for the grant of a 10 percent for

The Department of Veterans Affairs (VA) assigns disability ratings by evaluating the extent to which a veteran's service-connected disability adversely affects his ability to function under the ordinary conditions of daily life, including employment, by comparing his symptomatology with the criteria set forth in the VA Schedule for Rating Disabilities. 38 U.S.C. § 1155; 38 C.F.R. Part 4, including §§ 4.1, 4.2, 4.10. In determining the current level of impairment, the disability must be considered in the context of the whole recorded history, including service

Re: Please Contact Us To Set Up Payments

From: Jermaine Miranda

To: cellis@vaclaimsinsider.com;

Date: Saturday, October 10, 2020, 09:28 AM PDT

Greetings To Who'm It May Concern, & Ms. Cynthia, and Staff

October 10th 2020

My Reply My Reply

I too hope that this letter finds you in the best of health. As for me I'm just a bit shock over the phone call that you made to me on the 7th of October 2020 @ 7:45 AM about the pay you assume that I have as if I was given my back pay that you mentioned to me that Joel Ruiz, and Dan Quick said I had the money. Did they tell you that the 10% raise I received was not by your team. But by Mr Todd Hammond the attorney I had prior to there help I see no reason to pay you for someone else's work.

Mr Dan Quick started for me 2011 I was told by your instructor Dan Quick to get a Nexus to help me better to win my case I paid for that Nexus and nothing happen Mr Quick moved on and passed me off to Mr. Joel Ruiz who I was very proud of because he did his best to help me we submitted more paper work Blue water and a Nexus with that too still we wait

Once my case was heard I was given entitlement to remanded entitlement service connection entitlement monthly compensation SMC for the total disability rating for granted 10% entitlement entitlement service connection hair loss to temporary lastly entitlement

to total disability rating base on individual unemployability TDIU...All the above that Mr Joel Ruiz had done, except the unemployability that was done by Todd Hammond all the above was "REMANDED" and that is why you have not been paid because I'm waiting for all this to end to be paid I told you this 5 or 6 months ago I had no intentions of eluding any one Like you I wanna be paid too so I wait. You

have excused Mr Joel Ruiz who was helping me until I had this all finished That mean this is a breach of contract I was told I be getting paid I depended on your team that you have disbanded without any representation I'm just letting the ship sail with out a ruttier.. So if you want to take me to collections for breach of contract please do then I will submit this to an legal Attorney, and we will go from there'

I am not here to threaten you. I am here to tell you the truth in matter of this case. I promos Joel I'd pay you once I was paid the money It was give went to 3 attorney before your team ever took over my case It was very rude that you said I never contacted you about payment when I did contact you and even called you I did contact you because I do not like making excuses once my case was resolved You will get your money that's owed to you by your team only

Until the REMAND is done only then when I get my back pay I can go forward I have give to you what is owed once the case is over Only then once I am paid for the work That Dan Quick, and Joel Ruiz have done to date I thank you for your full cooperation..

Sincerely

Jermaine Miranda

On Wednesday, October 7, 2020, 01:12:27 PM PDT, cellis@vaclaimsinsider.com <cellis@vaclaimsinsider.com> wrote:

Good Afternoon Jermaine!!!

Cynthia here from VA Claims Insider.

I hope this email finds you well. We have made several attempts to contact you regarding payments on your account, but have been unsuccessful thus far. Please be assured that we are here to work with you and would like to avoid forwarding your account to a third-party collection company. Please contact us today so that we can help you in this process. We look forward to hearing from you soon.

Cynthia Ellis
Veteran Accounts Manager

E: cellis@vaclaimsinsider.com

P: 716-229-4252

W: <https://vaclaimsinsider.com>

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VAI Agreement and Privacy Policy - signed (17).pdf
702.5kB

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have excused Mr Joel Ruiz who was helping me until I had this all finished That mean this is a breach of contract I was told I be getting paid I depended on your team that you have disbanded without any representation I'm just letting the ship sail with out a ruttier.. So if you want to take me to collections for breach of contract please do then I will submit this to an legal Attorney, and we will go from there'

I am not here to threaten you. I am here to tell you the truth in matter of this case. I promos Joel I'd pay you once I was paid the money It was give went to 3 attorney before your team ever took over my case It was very rude that you said I never contacted you about payment when I did contact you and even called you I did contact you because I do not like making excuses once my case was resolved You will get your money that's owed to you by your team only

Until the REMAND is done only then when I get my back pay I can go forward I have give to you what is owed once the case is over Only then once I am paid for the work That Dan Quick, and Joel Ruiz have done to date. I thank you for your full cooperation..

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Cynthia Ellis
Veteran Accounts Manager

E: cellis@vaclaimsinsider.com

P: 716-229-4252

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Re: Please Contact Us To Set Up Payments

From: Cynthia Ellis (cellis@vaclaimsinsider.com)

To:

Date: Tuesday, October 20, 2020, 12:04 PM PDT

Good Afternoon Jermaine.

When I called you it was after 4pm EST. I did not call you at 7:45am.

When we talked, you said you had not received backpay. You did however say that you were receiving your increased monthly compensation amount. Whether you told Joel that you received your back pay or not, I will no longer argue this point.

I am including your contract that shows that you owe once you start receiving your increased monthly compensation. Since you said that you are, we need to set up payment or unfortunately, the account will go to collections.

Thank you!!!

Cynthia Ellis
Veteran Accounts Manager

E: cellis@vaclaimsinsider.com
P: 716-229-4252
W: https://vaclaimsinsider.com



On Sat, Oct 10, 2020 at 12:28 PM Jermaine Miranda

wrote:

Greetings To Who'm It May Concern, &
Ms. Cynthia, and Staff

October 10th 2020

My Reply My Reply

I too hope that this letter finds you in the best of health. As for me I'm just a bit shock over the phone call that you made to me on the 7th of October 2020 @ 7:45 AM about the pay you assume that I have as if I was given my back pay that you mentioned to me that Joel Ruiz, and Dan Quick said I had the money. Did they tell you that the 10% raise I received was not by your team. But by Mr Todd Hammond the attorney I had prior to there help I see no reason to pay you for someone else's work.

Mr Dan Quick started for me 2011 I was told by your instructor Dan Quick to get a Nexus to help me better to win my case I paid for that Nexus and nothing happen Mr Quick moved on and passed me off to Mr. Joel Ruiz who I was very proud of because he did his best to help me we submitted more paper work Blue water and a Nexus with that too still we wait

Once my case was heard I was given entitlement to remanded entitlement service connection entitlement monthly compensation SMC for the total disability rating for

granted 10% entitlement entitlement service connection hair loss entitlement to temporary lastly entitlement

City/Town Unknown
 State New York
 Zip/Postal Code
 Email Address cellis@vaclaimsinsider.com
 Phone Number 716-229-4252
 Website https://vaclaimsinsider.com

Additional Complaint Information

Location of Incident/Transaction Oregon
 Date of Incident/Transaction 6/19/2019
 Name of Product or Service VA Claims Insider
 Cost of Product or Service 8200
 Method of Payment Other
 Other Payment Method Information Upon completion of case

Complaint Description

Before Va Claims Insider took my case There was Mr.Todd Hammond who done my unemployable service after my operation that left me I was 90% then On May 2020 I'd received my full 100% by VA from Mr. Todd Hammond filed case After that I rep by Dan Quick of the firm called VA Claims Insider for May 2019 and Blue Water.. Navy agent orange where I received and SMC when Mr Dan Quick drop me to only pass me through to Joel Ruiz another rep who assist me until he was relieved by Mr Dan Quick My case for their work went before a judge May 18 2020 I was given on all accounts entitled but all that was given had been REMANDED back to Va as I await for back pay that was yet not received. When Mr Todd Hammond was paid The Claims Insider wanted there money they never received or I waiting on the Remand to conclude and finish They didn't want to wait more over I had not received the money yet I told them there work was remanded and I am waiting for there reply

Did you sign a contract? No
 Was product or service advertised? Yes
 Where? YouTube
 When? 5/6/2019
 Have you already complained to company/individual? Yes
 How? By Phone
 Complaint Date 8/7/2019
 Person contacted Cynthia Ellis
 Job title Acci Mgr
 Nature of response Negative she think I have the money that was remanded as I wait to be paid that have not started y
 Date of response 10/6/2020
 Has matter been submitted to another agency or attorney? No
 Is court action pending? No

What form of relief are you seeking, e.g., refund, credit, exchange, repair?

They are trying to take me to collection for a job that was never finishes or done I wait for the VA to pay me so I can pay them off still I get threats of going to collections for a process that has not finished It's REMANDED upon further notice I was given Entitled but have not yet been paid Only Todd Hammond been paid for his work only Now all I can do is wait for the remand to finish and be paid Then I can pay them in full as agreed

Manufacturer of Product Service to help me with VApaper work

Street Address

City/Town

State/Town

Zip/Postal Code

Product Model or Serial Number None

Warranty Expiration Date

Did Business Arrange Financing? No

In filing this complaint, I understand that:

The Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from misleading or unlawful business practices. My filing this complaint does not mean that the Attorney General has initiated a lawsuit or proceeding on my behalf or that it will do so.

The Attorney General cannot give me legal advice or represent me in court. If I have any questions concerning my legal rights or responsibilities, I should contact a private attorney.

In order to resolve my complaint, the Attorney General may send a copy of my complaint and any documents I provide to the person or business about whom I am complaining and I authorize that person or business to release information concerning my complaint to the Attorney General.

The Attorney General works with other state, local and federal government agencies to investigate complaints and coordinate law enforcement and may also share my complaint with them. In addition, the Attorney General may use information from my complaint in legal proceedings to establish violations of law.

Any false statement made in this complaint are punishable as crimes, including under Section 175 and/or Section 210 of the Penal Law.

By typing my full name below, I certify that the above complaint is true and accurate to the best of my knowledge and that any documents attached are true and accurate copies of the originals.

Signature

Jermaine Miranda

Date of Affirmation

10/21/2020



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-276410

Received Date: February 12, 2021

CONSUMER INFORMATION

Primary Consumer:

Amy Anderson

Secondary Consumers:

Consumer Contact Person:

Consumer Address:

4580 Sailboat lane
Pensacola, FL 32514
Not in Texas County
United States

Consumer Contact Information:

Home: (850) 982-2712

RESPONDENT INFORMATION

Primary Respondent:

Va Claims Insider

Secondary Respondents:

Respondent Contact Person:

Allen Magtibey

Respondent Address:

3575 Far West Blvd Ste 28983
Austin, TX 78731
Travis County
United States

Respondent Contact Information:

Unknown
Email: Unknown

COMPLAINT SUMMARY

This company preys on veterans who feel helpless. They say they provide a service and help vets develop claims to get the rating they "deserve". However, the services sold are not accepted due to widespread fraud because of companies such as this one which thrusts veterans into potential questions, scrutiny and denial about claims they feel and know are legitimate. They claim to have independent medical advisors but the owner of the "independent" medical team is the wife of the person who runs vaclaims insider. My significant other has never tried to fraudulently make claims but found out that an "independent" service he paid for is actually a detriment to his claims due to how many fraudulent claims are submitted by this "medical team". He had no idea and many vets are being scammed, fearing they may be questionable as frauds due to this company based in Texas. The company attempts to "coach" you but selling a service knowingly discounted by the VA as fraudulent screams scam.

COMPLAINT DETAILS

First contact with business: Other



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-276410

Received Date: February 12, 2021

Other: Referred by another veteran
Solicitation in other language:

Transaction Place: Over the computer

Other:

Contract Signed: Yes

Amount Requested:

Amount Paid:

Method of Payment: DEBIT

Payment Subtype:

Date of Payment:

Complained to Business: No

Date of Complaint:

Business Response:

Contacted Another Agency or Private Attorney: No

Name and Address of Agency:

Action Taken by Attorney:

COMPLAINT INFORMATION

CGS Analyst: annmarie.brooks@oag.texas.gov

CPD Region: Austin

Complaint Source: Web



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-311554

Received Date: December 20, 2021

CONSUMER INFORMATION

Primary Consumer:

Jim Peckey

Secondary Consumers:

Consumer Contact Person:

Consumer Address:

19 Sheffield Ave

Lower Unit

Buffalo, TX 14220

Not in Texas County

United States

Consumer Contact Information:

Home: (716) 770-7526

RESPONDENT INFORMATION

Primary Respondent:

VA Claims Insider

Secondary Respondents:

Respondent Contact Person:

Respondent Address:

3575 Far West Blvd Ste 28983

Austin, TX 78731

Travis County

United States

Respondent Contact Information:

Business: (737) 241-9823

Email:

COMPLAINT SUMMARY

I'm being defrauded by VA Claims Insider for money they believe I owe them for watching their free YouTube videos. VA Claims Insider used my signature on their website and copied it onto their contract, which they are now using against me.

As a disabled veteran, I was initially attracted to VA Claims Insider (VACI) for their supposed assistance in helping veterans through the VA Claims process. Engaging this company has been nothing short of a nightmare, as they are now attempted to defraud me out of \$9,400.26 from my Disabled Veteran Benefits, plus the \$385.00 that I have already paid them. VACI is threatening to send me to collections unless I give them nearly \$10,000, which equates to nearly \$1,800 per hour for "services" that I feel that I was manipulated & tricked into signing up for. Only after signing up for their services, did they tell me that I would owe them 6 months worth of disability benefits.

I have offered the company fair compensation, which I believe is in the \$1,000 to \$1,500 range, as I only used the company's services for approximately 5 hours. That would equate to approximately \$300 per hour for their services.

I would like for the company to accept reasonable compensation for their services, or to absolve me of any & all



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-311554

Received Date: December 20, 2021

financial commitments the company believes that I owe them.

COMPLAINT DETAILS

First contact with business:

Other:

Solicitation in other language:

Transaction Place:

Other:

Contract Signed:

Amount Requested:

Amount Paid:

Method of Payment:

Payment Subtype:

Date of Payment:

Complained to Business:

Date of Complaint:

Business Response:

Contacted Another Agency or Private Attorney:

Name and Address of Agency:

Action Taken by Attorney:

COMPLAINT INFORMATION

CGS Analyst: naomi.fritts@oag.texas.gov

CPD Region: Austin

Complaint Source: Paper



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

LETTITIA JAMES
ATTORNEY GENERAL

DIVISION OF REGIONAL AFFAIRS
BUFFALO REGIONAL OFFICE

December 16, 2021

Jim Peckey
19 Sheffield Ave
Lower Unit
Buffalo, NY 14220

Re: Our File Number: 1-317689052
Subject: VA Claims Insider

Dear Jim Peckey:

On behalf of Attorney General Letitia James, I am writing to notify you that we have received your correspondence.

We appreciate your alerting us to this matter. We believe the agency shown below may be able to assist you and we are forwarding your correspondence there.

If you do not receive a response in the near future, please follow up directly with that agency. I suggest you attach a copy of this letter or, if appropriate, mention that you are adding new information.

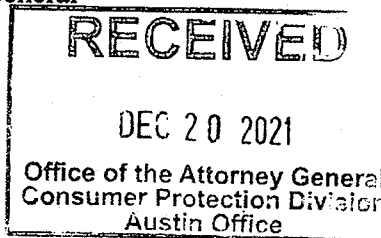
Thank you for writing to our office. We will keep your correspondence on file for future reference.

Very truly yours,

Anthony Petrilli

Anthony Petrilli
Consumer Aide
Bureau of Consumer Frauds and Protection

cc: Texas Office of the Attorney General
Consumer Protection Division
P.O. Box 12548
Austin, TX 78711



OFFICE OF THE ATTORNEY GENERAL LETITIA JAMES
STATE OF NEW YORK DEPARTMENT OF LAW



BUREAU OF CONSUMER FRAUDS AND PROTECTION
350 Main Street - Main Place Tower, Suite 300A
Buffalo, NY 14202-0341
Tel: (716)853-8404 | Fax (716)853-8414

Consumer Hotline
(800)771-7755
TDD (800)788-9898
<http://www.ag.ny.gov>

Intake Id 1-317689052

Complaint Bureau

Bureau Where You Filed Your Complaint BUFFALO

Your Information

First Name Jim

Last Name Peckey

Your Business/Organization Name

Street Address 19 Sheffield Ave

Address Line 2 Lower Unit

City/Town Buffalo

State NY

County ERIE

Zip/Postal Code 14220

Country US

Email Address

Phone Number 716-770-7526

Alternate Phone Number 716-770-7526

Subject of Your Complaint

Are you complaining about a person or a company? COMPANY

Business Name VA Claims Insider

Street Address 3575 Far W Blvd

Address Line 2 #28983

City/Town Austin

State TX

Zip/Postal Code 78731

Email Address

Phone Number 737-241-9823

Website www.vaclaimsinsider.com

Additional Complaint Information

Location of Incident/Transaction Buffalo, NY

Date of Incident/Transaction 2020-11-19

Name of Product or Service VA Claims Insider Elite - Membership Agreement
Cost of Product or Service 9785.23
Method of Payment OTHER
Other Payment Method Information Paid \$385.00, I'm being defrauded out of \$9,400.23.

Complaint Description

I'm being defrauded by VA Claims Insider for money they believe I owe them for watching their free YouTube videos. VA Claims Insider used my signature on their website and copied it onto their contract, which they are now using against me.

As a disabled veteran, I was initially attracted to VA Claims Insider (VACI) for their supposed assistance in helping veterans through the VA Claims process. Engaging this company has been nothing short of a nightmare, as they are now attempted to defraud me out of \$9,400.26 from my Disabled Veteran Benefits, plus the \$385.00 that I have already paid them. VACI is threatening to send me to collections unless I give them nearly \$10,000, which equates to nearly \$1,800 per hour for "services" that I feel that I was manipulated & tricked into signing up for. Only after signing up for their services, did they tell me that I would owe them 6 months worth of disability benefits.

Did you sign a contract? N
Was product or service advertised? Y
Where? website
When? 2020-11-01
Have you already complained to company/individual? Y
How? BY EMAIL/WEBFORM
Complaint Date 2021-07-07
Person contacted Melissa Dalton
Job title Operations Assistant
Nature of response That I signed a contract and legally owe them \$9,785.23.
Date of response 2021-07-16
Has matter been submitted to another agency or attorney? N
Is court action pending? N
What form of relief are you seeking, e.g., refund, credit, exchange, repair?

I have offered the company fair compensation, which I believe is in the \$1,000 to \$1,500 range, as I only used the company's services for approximately 5 hours. That would equate to approximately \$300 per hour for their services.

I would like for the company to accept reasonable compensation for their services, or to absolve me of any & all financial commitments the company believes that I owe them.

Manufacturer of Product United States Department of Veterans Affairs
Street Address
City/Town
State/Town
Zip/Postal Code
Product Model or Serial Number
Warranty Expiration Date

Did Business Arrange Financing?

N

Uploaded Documents

User Uploaded Document Names

VACI_Dispute_BBB_2July2021.txt

VA Claims Insider Elite - Membership Agreement.pdf

Past Due Account Notice_6Dec2021.pdf

In filing this complaint, I understand that:

The Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from misleading or unlawful business practices. My filing this complaint does not mean that the Attorney General has initiated a lawsuit or proceeding on my behalf or that it will do so.

The Attorney General cannot give me legal advice or represent me in court. If I have any questions concerning my legal rights or responsibilities, I should contact a private attorney.

In order to resolve my complaint, the Attorney General may send a copy of my complaint and any documents I provide to the person or business about whom I am complaining and I authorize that person or business to release information concerning my complaint to the Attorney General.

The Attorney General works with other state, local and federal government agencies to investigate complaints and coordinate law enforcement and may also share my complaint with them. In addition, the Attorney General may use information from my complaint in legal proceedings to establish violations of law.

Any false statement made in this complaint are punishable as crimes, including under Section 175 and/or Section 210 of the Penal Law.

Signature

Jim Peckey

Date of Affirmation

12-12-2021



J P

Past Due Account Notice

1 message

mmcadams@vaclaimsinsider.com <mmcadams@vaclaimsinsider.com>
To: Jim Peckey

Mon, Dec 6, 2021 at 4:52 PM

Hello Jim,

We show (4) past due payments on your account.
Please note late fees have been added to your past due invoices
Total Past due: \$3,010.43

VA Claims Insider takes into account every situation and makes every effort to accommodate sensitive situations in regard to financial decisions on the part of those we serve.
Please contact us today so we can get this issue resolved.

Looking forward to hearing from you,

Shelley McAdams
Accounts Receivable Specialist

E: mmcadams@vaclaimsinsider.com

P: 737.214.0933

W: <https://vaclaimsinsider.com>



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IMPORTANT: The information contained in this transmission may contain privileged and confidential information, including patient information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.



VA CLAIMS INSIDER ELITE - MEMBERSHIP AGREEMENT

This Elite Membership Agreement, this ("Agreement"), is entered into effective as of the latest date set forth on the signature page hereto, the ("Effective Date"), by and between ("Client" "you", "your" or "Veteran"), an individual named on the signature page hereto, and VA Claims Insider, LLC, a Texas limited liability company ("Company," "we" "our" or "VACI"), with its principal place of business at 3575 Far West Blvd. #28983, Austin, Texas 78731. VACI and Veteran may be referred to herein as the "Parties" or in the singular as "Party."

RECITALS

A. VACI operates an education-based coaching and consulting business for veterans exploring eligibility for increased disability benefits and who wish to learn more about that process; and

B. VACI is NOT an "accredited" or "recognized" Veteran Service Organization (VSO), claims agent, claims attorney, or entity recognized by the Department of Veterans Affairs (VA). VACI is not affiliated with the VA in any way; and

C. VACI does NOT assist Clients with the preparation, presentation, and prosecution of VA disability claims for VA benefits, and neither shall any VACI Veteran Master Coach (VMC). VACI also does not provide legal advice, and neither do any VACI VMCs; and

D. Client shall prepare and file his/her own claim (and should consider doing so utilizing free government websites such as ebenefits.va.gov, va.gov), or work with an accredited VSO, VA claims agent, or VA claims attorney (many of which offer services for FREE); and

E. Client desires access and permission to use the VACI Elite membership program proprietary resources. Client may also wish for VACI to refer him/her to qualified independent medical providers to review, and, if such provider deems appropriate, perhaps supplement, Client's medical record, and

E. VACI will provide the Client with access and permission to use the VA Claims Insider Elite membership program proprietary resources for as long as this agreement remains effective; and

F. Client acknowledges that utilization of VACI's Elite membership program is NOT required to submit a claim for VA disability benefits, and that Client may achieve a positive VA disability claim outcome without the use of VACI's resources or services.

1. CLIENT COMMITMENTS

BEFORE executing this agreement, Client understands, acknowledges, and agrees to the following:

(a) Client is solely responsible for the truth, accuracy, and timeliness of any claim he/she may submit to obtain VA disability benefits.

(b) Client hereby acknowledges that COMPLETELY FREE resources are available to assist with his/her VA disability claim.

(c) **Because VACI does NOT assist Client with the preparation, presentation, and/or prosecution of his/her VA disability claim for VA benefits, and does not provide legal advice, VACI recommends that Client employ an accredited VSO, VA claims agent, and/or VA claims attorney to assist Client with the preparation, presentation, and/or prosecution of his/her VA disability claim. A list of accredited VSOs can be found HERE, and a list of accredited VA claims agents and/or accredited VA claims attorneys can be found HERE.**

(d) Client agrees that he/she knows about, and has already explored, the FREE non-VACI resources available, and desires to become a member of VACI's Elite Membership Program with the knowledge that the Client could achieve his/her desired VA rating and VA benefits for FREE and WITHOUT the use of the VACI's resources and/or services. VACI encourages you NOT to execute this agreement unless you have already exhausted other **FREE resources available to veterans.**

(e) Client hereby understands that Client may obtain review of his/her medical records and condition from his/her own medical providers, possibly even FREE of charge, and that the services of VACI or other consultants are not required to obtain medical services in support of his/her VA disability claim.

(f) Client hereby acknowledges that VACI will not work on a claim that has already been filed. VACI will not work with or assist any VA-recognized or VA-accredited VSO, VA claims agent, and/or VA claims attorney. Nor will VACI ever refer Client to any VA-recognized or VA-accredited VSO, VA claims agent, and/or VA claims attorney.

(g) Client hereby acknowledges that VACI does NOT participate in any VA disability claim appeals. Additionally, VACI will never receive any sort of retroactive back-pay compensation in connection with any disability claim appeal. Nor will VACI ever refer Client to any VA-recognized or VA-accredited VSO, VA claims agent, and/or VA claims attorney for the purposes of a disability claim appeal.

(h) Client hereby consents to receive emails, phone calls, and/or text messages from VACI, VACI team members (including VMCs), and independent medical providers in our referral network, for purposes of exchanging pertinent VACI Elite Membership Program information.

(i) Client hereby commits to maintaining an active eBenefits premium account and/or va.gov premium account (sign up for a free account at ebenefits.va.gov or va.gov). VACI will NOT have access to either of these accounts.

(j) Client hereby consents to using a HIPAA compliant Google Drive folder, which will be created for you freely after you execute this agreement, for purposes of the independent medical provider's review purposes, Independent Medical Opinions and Nexus Statements, or any other health care service, if warranted.

(k) Client hereby commits to uploading a copy of his/her eBenefits or va.gov Summary Verification Letter within seven calendar days of signing this Agreement to his/her HIPAA compliant Google Drive folder.

2. PRIVACY POLICY; LIMITED WARRANTY

(a) An electronic version of the notice will be posted at: <https://vaclaimsinsider.com/>. We reserve the right to change the privacy practices described in this notice. We reserve the right to make the revised or changed notice effective for protected health information we already have as well as any information we may receive in the future. We will post a copy of the current notice at each VACI entity and at each VACI facility. In addition, each time you register at or are admitted to VACI for medical assessments or health care services, you may request a copy of the current notice from the location of your care provider or you may request a copy of this notice from the VACI Chief Security & Compliance Officer.

(b) VACI warrants that it shall perform the services set forth below in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(c) VACI MAKES NO WARRANTIES REGARDING ITS SERVICES EXCEPT FOR THOSE PROVIDED IN SECTION 2(B) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

3. SERVICES TO BE PROVIDED BY VACI

(a) VACI's Elite Membership Program membership fees are for access and permission to use the VACI Elite Membership Program proprietary resources prior to Client's preparation, presentation, or prosecution of his/her disability claims. The fees owed to VACI are NEVER for claim preparation or assistance. Again, Client is solely responsible for preparing, presenting, or prosecuting any such forms or materials to the VA—VACI does NOT assist with that.

(b) VACI provides automated tools for Client to complete his/her own claim, to include training videos and form generators. Client is solely responsible for the truth, accuracy, and timeliness of his/her own claim. Client releases VACI from any responsibility associated with the truth, accuracy, or timeliness of any VA claim for VA disability benefits made by the Client with the VA.

(c) VACI and/or its VMCs will review your service treatment records, VA medical records, private medical records, VA Claims File (C-File) documents, and medical case history as VACI deems necessary. In addition, VACI and/or its VMCs will provide you with guidance in navigating the available VACI resources and in assessing your eligibility for VA disability benefits.

(d) VACI does NOT guarantee that it will accept your case and/or that you will receive any medical services. Some cases are not appropriate for our services and/or our network of independent medical providers (VACI-Affiliated Providers) are fully empowered to refuse service without fear of negative consequences.

(e) VACI does NOT guarantee that your VA disability claim will be approved by the VA. Determination of VA disability benefits is made solely by the Department of Veterans Affairs and not by VACI. As such, VACI is not responsible and cannot be held liable for the VA disability benefits for which a veteran may be eligible. In fact, the VA may decrease benefits in some cases. Client understands that VACI makes no promises or representations as to what your

case or claim will ultimately be worth. Thus, Veteran understands and agrees that he/she cannot hold VACI responsible for any decrease in benefits that may occur.

4. VACI REFERRALS TO MEDICAL PROVIDERS

(a) VACI may assist you by referring you to a medical provider (herein, a “VACI-Affiliated Provider”, who is empowered with the independent authority and freedom to exercise his/her own professional judgment. A VACI-Affiliated Provider may conclude that a claim lacks credible evidence to establish a “Nexus” for service connection without fear of negative repercussions.

(b) VACI-Affiliated Providers charge for their services at reduced rates for VACI Elite Program members. Such services must be paid for by Client with a credit card and Client agrees not to submit such claims for reimbursement to any health care benefit program. The VACI-Affiliated Providers have agreed to the following fee schedule:

<u>Service</u>	<u>Fee</u>
Examination Fee	\$100
Permanent and Total (P&T) Request Letter	\$375
Independent Medical Opinion & Nexus Statement	\$375
Psychological Evaluation and Independent Medical Opinion (IMO)	\$395

If an in-person evaluation is required, such as a Range of Motion (ROM) test or a medical diagnosis of a disability/condition from a Medical Doctor (MD), the providers reserve the right to charge an additional fee for such services.

(c) VACI-Affiliated Providers independently review and analyze your case. They are fully empowered to refuse service to any Client for any reason. Moreover, they may or may not agree to complete medical documentation for you.

(d) VACI offers NO GUARANTEE that a VACI-Affiliated Provider’s opinion will be “favorable” to the Client’s VA disability claim. If there is insufficient medical evidence to support your claim, the opinion provided may be “inconclusive” or “unfavorable.” VACI-Affiliated Providers are not employed, engaged, or compensated by VACI in any way, nor does VACI control or dictate any Provider’s judgment or documentation.

5. STANDARD FEES AND PAYMENT TERMS

(a) VACI does not charge you any up-front fees. You owe no fee to VACI until you receive an increase in your VA disability benefits, unless otherwise set forth in this section or the “Alternate Fee Payment Terms” set forth in Appendix A-1 hereto.

(b) Subject to any fee modifications or alternate fees that may be set forth in Appendix A-1 hereto, Client agrees to pay VACI a Membership Fee (the “Standard Membership Fee”) in an amount equal to six times the amount of the increase in Client’s Monthly Benefit

Award following the Effective Date. For example, if Client's Monthly Benefit Award increases by \$1,000 per month, then VACI's Standard Membership Fee is \$6,000.

(c) If Client owes VACI a Standard Membership Fee, Client has the following payment options:

- (i) **Option #1 - Lump Sum.** If Veteran selects this option, VACI agrees to a 10% discount of the total fee owed. For example, if a Veteran owes VACI \$6,000, a 10% discount would be applied to the total owed (10% of \$6,000 is \$600). Thus, the total owed would be calculated as follows: $\$6,000 - \$600 = \$5,400$.

The lump sum amount shall be paid via ACH electronic transfer (no fee), bank check (no fee) or credit card (2.9% processing fee added to the total owed) to VACI within seven (7) calendar days of the first month the veteran receives their new VA disability compensation payment(s) from the VA.¹

- (ii) **Option #2 - Monthly Installments.** If Veteran selects this option, the total owed to VACI will be paid in twelve (12) monthly installments equal to one-half of the monthly increase with no interest. For example, if a Veteran owes VACI \$6,000, each month's installment would be \$500 for the next 12 months).

The monthly installment shall be paid via ACH electronic transfer ONLY and to VACI within seven (7) calendar days of the first month the veteran receives their new VA disability compensation payment(s) from the VA, and each month thereafter, for a total of 12 months.

(d) For the purposes of this Agreement, "Monthly Benefit Award" shall include all: (i) VA compensation and pension; (ii) additional spouse/dependent award; (iii) concurrent retirement and disability pay; and (iv) combat related, aid and attendance, DIC, and any special monthly compensation awards.

(e) For the purposes of calculating VACI's Standard Membership Fee, the parties will use the Veteran's current VA disability rating and current monthly payment inside their eBenefits and/or va.gov account, as of the date this Agreement is executed.

(f) Veteran agrees to notify VACI in writing within seven (7) calendar days of any change in benefits that Veteran receives following the effective date of this Agreement. Veteran agrees to upload a copy of the documentation of his/her new VA disability rating within seven calendar days of receiving same to his/her HIPAA compliant Google Drive folder. Veteran agrees and consents to VACI contacting the VA to verify any change in benefits.

¹ VACI offers the "Lump Sum" option because of high demand by Clients. Oftentimes, if a veteran obtains increased disability benefits, he/she also receives a significant amount of back-pay, leaving the Veteran with sufficient funds to pay the VACI fee in full.

(g) Fee Cap. Under no circumstances will Client's Standard Membership Fee exceed \$15,000.

6. ALTERNATIVE FEES AND PAYMENT TERMS

You may fall into one or more categories for which benefit increases are not completely or properly captured by the terms set forth above. Appendix A-1 sets forth alternative means by which VACI's compensation is to be determined.

7. ADDITIONAL PAYMENT TERMS AND ACKNOWLEDGEMENTS

(a) In the event that Veteran has not made payment to VACI within 30 calendar days following receipt of any additional benefit payment, the outstanding balance due to VACI will be subject to a 3% per month interest rate, or the maximum permitted by law, whichever is less, plus all expenses of collection, for any unpaid balances. Veteran agrees to pay the interest rate increase and expenses of collection if Veteran does not pay VACI in accordance with the terms and conditions herein.

8. MISCELLANEOUS PROVISIONS

(a) Entire Agreement, Modifications, and Waivers. This Agreement contains the entire agreement between VACI and Veteran. This Agreement may not be modified except by written instrument signed by both Parties and referring to the provisions to be modified. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Wherever the term "including" is used, it shall mean "including, but not limited to". This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same agreement.

(b) Headings, Advice of Counsel, and Drafting. Headings used in this Agreement are provided for convenience only and will not in any way affect the meaning or interpretation of each section. The Parties acknowledge that they have been advised by counsel of their own choosing or have had the opportunity to consult such counsel, and therefore waive any cannon of construction that would construe this agreement more heavily in favor of one party over the other, and that its terms will be interpreted without any bias against one Party as drafter.

(c) Governing Law, Disputes. This Agreement shall be governed and construed exclusively by and under the laws of the State of Texas, without regard to its conflicts of laws rules. The state courts located in Travis County, Texas, 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.

(d) Attorney Fees. In any dispute arising out of or relating to this agreement, the prevailing party shall be entitled to recover its attorney fees and reasonable costs. If Veteran

refuses to pay VACI's fee, Veteran also agrees to pay VACI the costs of collection of such debt, including its attorney fees and court costs.

(e) Authority, Assignment, and Delegation. No employee or agent of VACI other than the CEO has the authority to bind or commit VACI or extend promises on behalf of VACI to a veteran. Client may not assign or subcontract any rights or delegate any of his/her duties under this Agreement without VACI's prior written approval.

(f) LIMITATION OF LIABILITY.

(i) IN NO EVENT SHALL VACI BE LIABLE TO VETERAN OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT (INCLUDING ANY REDUCTIONS IN OR DENIALS OF BENEFITS FROM, OR ANY FINES OR PENALTIES ASSESSED BY, ANY GOVERNMENT AGENCY) OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT VACI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(ii) IN NO EVENT SHALL VACI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO VACI PURSUANT TO THIS AGREEMENT IN THE THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(g) Indemnification. Veteran hereby agrees to indemnify and hold harmless VACI, together with its owners, officers, employees, and affiliates (collectively, the "Indemnified Parties"), from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees (collectively, "Losses"), arising out of any third-party claim related to the services provided hereunder or Veteran's disability case with the Department of Veterans Affairs.

(h) Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Veteran under this Agreement or prepared by or on behalf of VACI in the course of performing services hereunder, including, without limitation, the Elite Experience Portal (EEP), mastermind group, buddy letter generator

tool, and medical consultant services (collectively, the "Deliverables") shall be owned by VACI. VACI hereby grants Veteran a limited license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, U.S.-only, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Veteran to make reasonable use of the materials, Deliverables, and services being provided hereunder during the term of this Agreement.

(i) Confidentiality. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within five days thereafter, is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Agreement; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information; but that Confidential Information shall include all Intellectual Property Rights and Deliverables. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; and (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

(j) Financial Interest Disclosure & Informed Consent. VACI, VMCs, VACI-Affiliated Providers, and/or other companies or individuals may have financial interests in referrals amongst themselves, including referring you for services. Veteran client has the right to choose the provider of his/her health care services; therefore, you have the option to use providers other than those to whom you may be referred by VACI. It is a mission of VACI to supply veteran client with high quality information and referrals to independent medical providers. You will not be treated differently by VACI if you choose to see a medical provider other than those referred to you by VACI. By entering this agreement, you acknowledge these disclosures, you voluntarily enter this agreement, and you consent to referrals and other transactions where financial arrangements among VACI, VMCs, and/or health care providers may occur.

(k) Binding Arbitration of All Disputes. For any dispute arising out of or relating to this Agreement, the parties hereby agree that the matter or dispute shall be submitted to arbitration according to rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in Travis County, Texas. The matter shall be decided by a single arbitrator selected according to such rules of the AAA. Any claim submitted for arbitration will be arbitrated on an individual basis only. Both Veteran and the Company expressly waive the right to commence or be a party to any class or collective action claim or to bring any claim against the other party jointly with or on behalf of any other person. The arbitrator will not have authority to join or

consolidate arbitration claims made by Veteran or other persons. The cost of arbitration shall be borne as the arbitrator shall determine on Final Award. Each party shall bear its own respective attorney's fees during the arbitration, but the arbitrator may award all or part of the reasonable attorney's fees incurred to the prevailing party. The results of the arbitration shall be binding upon both sides and no appeal shall be available therefrom. Notwithstanding this section, either party may seek a temporary restraining order and a temporary injunction (i) with regard to the enforcement of the provisions of Sections 5, 6, 7 and/or 8 prior to or during the pendency of any such arbitration; or (ii) to maintain the status quo pending the referral of any dispute to arbitration and the appointment of the arbitrator. Further, notwithstanding the foregoing, the parties will not be required to arbitrate any claims that cannot be arbitrated as a matter of law or claims under any other statute that validly bar pre-dispute arbitration agreements under the Federal Arbitration Act.

(l) Equitable Relief. Veteran acknowledges that any breach or threatened breach of Sections 8(h) and 8(i) of this Agreement will result in irreparable harm to VACI for which damages would be an inadequate remedy. Therefore, VACI shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach. Such equitable relief shall be in addition to VACI's rights and remedies otherwise available at law.

(m) Termination. This Agreement may be terminated by either party with 30 days' advance written notice (email to VACI's CEO is acceptable) for any reason whatsoever. However, Veteran understands and agrees that the provisions of Section 5, 6, 7 and/or 8 (including Veteran's obligation to pay the fees set forth in Section 5 of this Agreement) will survive such termination.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date mutually signed and agreed upon on the last page.

VA CLAIMS INSIDER, LLC

By: 

Brian T. Reese
Founder & CEO

VETERAN

By: 

Jim M. Peckey (Nov 13, 2020 13:19 EST)

APPENDIX A-1
ALTERNATIVE FEE PAYMENT TERMS

If your situation falls into one of the following scenarios, you agree that the Standard Membership Fee arrangements in this Agreement may not be sufficient, and that the specified Alternative Fee will be appropriately charged:

Alternative Fee - Scenario 1

1.1 You are receiving Individual Unemployability (IU) (e.g., you are receiving 100% pay, but have a rating less than 100% due to unemployability), but yet, you desire to attempt to get either a 100% scheduler VA rating or 100% Permanent and Total (P&T) rating.

1.2 In this situation, the Standard Membership Fee does NOT apply to your situation. Because your case still requires extensive time, energy, and medical consultant services, you agree to pay VACI a flat fee of \$5,000 in the event you go from receiving IU to becoming either 100% scheduler or 100% P&T after entering this Agreement.

Alternative Fee - Scenario 2

2.1 You are rated at 100% scheduler but wish to attempt to achieve a 100% Permanent and Total (P&T) rating.

2.2 In this situation, the Standard Membership Fee does NOT apply to your situation. Because your case still requires extensive time, energy, and medical consultant services, you agree to pay VACI a flat fee of \$5,000 in the event you go from a 100% scheduler rating to 100% P&T after entering this Agreement.

Through my experience working with VACI, I've found their services to be predatory, misleading, scammy and they're charging disabled veterans over \$1,600 per hour. The VACI site is literally a misleading sales funnel based on slimy car sales tactics that made lofty promises of the company getting you money from VA Benefits. However and only after signing up, did they tell me that I would owe them 6 months worth of disability benefits. VACI is now telling me that I owe them over \$9,000.

From the very first phone call I had with VACI, they aggressively pushed me towards the "big ticket item", which was a "mental health claim". They didn't care about the various physical pains that I felt throughout my body from being in the service, they wanted me to first pursue a mental health claim because it "pays more" - ironically enough, it pays them more.

VACI tells you that you don't need to pay any money up front for their services. However, they also tell you that you need a "Nexus" letter to file with your VA claim, which is provided by a "private" doctor - VACI says that these private doctors do not work for VACI. HUGE CONFLICT OF INTEREST ALERT: VACI's "private" doctors work for "Telemedica", which is owned by Laura Reese (Brian Reese's wife). While VACI claims that you don't need to pay anything up front to file your VA claim for benefits, you have to pay Brian Reese's wife's company (Telemedica) \$400-\$500 for an Independent Exam which is considered the Nexus letter. The "private" doctors may not work for VACI, but they do indeed work for the Brian & Laura Reese Family.

When trying to engage VACI for guidance, whether via phone, text or email, they would constantly tell me to be "uncomfortably vulnerable" and just send me links to their videos on Youtube, which are for free. VACI would invite me to "live" webinars, which were clearly pre-recorded. The "live" webinars were marketed as only having 200 seats available and to quickly sign up to secure your seat (marketing tactic to drive a sense of urgency!), but when I joined the webinar the participant count was over 400 - you could clearly see the participant counter. Brian Reese would tell people to ask questions, but there was no method to ask a question. These "webinars" were clearly pre-recorded, I have screenshots to prove it and even sent Brian Reese and my "coach" these screenshots asking them to comment on it - no response was ever provided. The 2-3 actual "live" webinars that I joined and was able to ask questions about my mental health claim, no meaningful answers were ever provided - they had a "licensed doctor" join the webinars, John Trimble, and while nice enough, he would go off on these irrelevant tangents & analogies that made absolutely zero sense and provided no meaningful answer to my question, or anyone else's questions. They would repeat the same information over and over, but in different ways, which provided me little to no help in trying to better understand the VA claims process.

VACI provided me with a Google Drive link to store all of my personal & medical information. This is a violation of HIPAA as there is no password or two-factor authentication setup to access the files, and I have no idea who has access to my Protected Health Information (PHI) & Personally Identifiable Information (PII), despite VACI saying their Google Drive account is "HIPPA" compliant. VACI can't even

correctly reference the acronym of the law, which doesn't give me a sense of confidence that they're correctly adhering to the law. VACI is not an accredited agent with the VA Benefits Administration, yet they ask you for your Social Security Number and other PII & PHI information. This is illegal!

VACI either signed into my e-benefits account or called the VA 1-800 number, entered my SSN #, and impersonated me to get information on my claim. VACI knew the decision of my VA claim before I did.

VACI has been extremely aggressive, to the point of overwhelming, as multiple people representing VACI ~~contact me every single day via phone, text or email.~~ These people are always pushing me to file another claim through VACI. I've repeatedly asked these people to please stop being so aggressive and that I have competing priorities in my daily life. This has had zero effect and the number of calls, texts & emails as their aggressive onslaught in pushing me to file another claim continues. A third time, I refuse to answer or respond to VACI - they're literally like an extremely aggressive cancer.

Despite VACI's "ELITE" program and their claim to my VA Benefits, the majority of the guidance that I received to file my VA Claim was through my own research at the VA Benefits website, free youtube videos and coordinating with other Disabled Veterans in my network. If you do 90% of the work on your own, why in the world would VACI believe they are owed over \$9,000? To be clear, the help I received from VACI was very little in order to file for my VA Benefits.

Brian Reese will try to convince you that their members are given the "ELITE" veteran experience, 1-on-1 coaching sessions/phone calls (10-15mins each), access to their provider network, live webinars, etc. What Brian Reese won't admit to, and I'll reference my own experience; I've had several calls with my "coach" (10-15mins each, totaling less than 1.5 - 2 hours) and have sat through a few of their pre-recorded & live webinars (totaling less than 3-4 hours), so for the approximate 5.5 hours I've spent being guided by VACI, they're charging me over \$9,000...divide that by 5 hours, and VACI is literally trying to charge me over \$1,600 PER HOUR for their "ELITE" veteran experience. This is not right and by all means, this is PREDATORY SCAM to leech off of disabled veterans.

It has become apparent to me that VACI is preying on (mentally) disabled veterans for their VA benefits and attempting to extort them for a percentage of all future VA benefit increases, as outlined in the contract. The next steps I'm working towards: notifying each of my State's congressional representatives, the VA Benefits Administration, BBB, OIG of the Dept of Veterans Affairs, TrustPilot as well as the Govt Agency that I work for. I will also be sharing this on Reddit, YouTube and anywhere else that I can shine a spotlight on the con job that VACI is perpetrating on the disabled veteran community.



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-272955

Received Date: January 13, 2021

CONSUMER INFORMATION

Primary Consumer:

Lee Elliott

Secondary Consumers:

Consumer Contact Person:

Consumer Address:

625 Creekside Way Apt 1302

Unit 239

New Braunfels, TX 78130

Comal County

United States

Consumer Contact Information:

Home: (619) 394-0204

RESPONDENT INFORMATION

Primary Respondent:

Va Claims Insider

Secondary Respondents:

Respondent Contact Person:

Sean Gavitt

Respondent Address:

3575 Far W Blvd #28983

Austin, TX 78731

Travis County

United States

Respondent Contact Information:

Business: (737) 241-9823

Email: Unknown

COMPLAINT SUMMARY

This company is illegally operating in assisting disabled veterans with increasing and filing their VA disability benefits. They are offering "Free services" locking clients into contracts and taking money for services they don't render. They provide free youtube videos found on their youtube and ask for medical records from their clients which contain HIPAA information as well SS #'s

Another institution has already been shut down in LA for same issues. VA attend. They Pray on mentally ill patients to get a guaranteed or easy HIGH increase as they charge 6x the rate increase.

They never talked to me or walked me through ANY process. They never explained what or how to do anything to me that was in their "Proprietary" information that was already available to the public THROUGH the VA or youtube videos.

Thousands of veterans are being scammed into paying them THOUSANDS of dollars at a time and they aren't even recognized or accredited by the VA . They are gaining Medical records of Veterans as well as Private



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-272955

Received Date: January 13, 2021

Information

COMPLAINT DETAILS

First contact with business: Other
Other: Youtube offering "Free Service"
Solicitation in other language:

Transaction Place: Over the computer
Other:
Contract Signed: Yes

Amount Requested: \$3,156.72
Amount Paid: \$0.00
Method of Payment: OTHER
Payment Subtype: Unknown
Date of Payment: January 13, 2021

Complained to Business: Yes
Date of Complaint: November 30, 2020
Business Response: That it's in the "contract"

Contacted Another Agency or Private Attorney: No
Name and Address of Agency:
Action Taken by Attorney:

COMPLAINT INFORMATION

CGS Analyst: isabel.rivas@oag.texas.gov
CPD Region: Austin
Complaint Source: Web



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-322877

Received Date: April 25, 2022

CONSUMER INFORMATION

Primary Consumer:

Douglas Hill

Secondary Consumers:

Consumer Address:

3320 N. Illinois Street

Inopls, IN 46208

Not in Texas County

Consumer Contact Person:

Consumer Contact Information:

Home: (317) 319-1590

RESPONDENT INFORMATION

Primary Respondent:

VA Claims Insider

Secondary Respondents:

Respondent Address:

4504 Small Drive

Austin, TX 78731

Travis County

Respondent Contact Person:

Sean Jordan

Respondent Contact Information:

Home: (844) 281-8224

Work: (612) 688-4307

Email:

COMPLAINT SUMMARY

I am making a complaint about VA Claim's Insider because it is a fraudulent company that is owned and operated by veterans and takes advantage of misleading veterans by being compensated by their increases. In the early month of October of 2020, I spoke with a representative from Claim's Insider (Sean Jordan) asking how I should prepare for a c and p exam. He then explained to me that before he could further assist that he needed to see my medical documents, so that he could build a strategy for me. At this time, I thought that the company was a non for profit organization, but I didn't care to research it until they starting sending me emails after my c and p exam. He then asked me to download a google drive so that my records could be shared with him. Next, he explained that in order for him to handle my documentation, I needed to sign a waiver for him to do so. During this period, there was at no time that I was showed a contract and there was no identification of a contract attached to the information that was explained to me. I always read everything before signing and there was no contract at hand. Several months passed and early February of 2021, I was given information that I would have a c and p in the middle of May later that year. From there, I told the representative Sean Jordan when it was, but there was no information exchanged on how to prepare for it. Additionally, the examiner would be a _____ that treated me with _____ several years ago. The month of May



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-322877

Received Date: April 25, 2022

comes and goes and my c and p is completed. Then out of nowhere I get a flurry of emails asking from Claim's Insider if the exam had been completed. I then decided to research Va Insider online and found complaints from other veterans that this company was a fraud and that they would trap veterans in a false contract, later asking for compensation for services never rendered and taking credit that the veteran put the groundwork in for. Once my research was completed, I then returned an email explaining that the exam had concluded and I was award 100%. This is when they explained to me that I owed the company \$15,000 and that I had multiple options to pay them. I immediately called my attorney with legal shield and explained that there was never any communication about compensating that company and that I was never issued a contract. The attorney immediately sent a letter on Dec 27th of 2021 to them demanding a contract within 15 days or there will be legal proceedings. The next 2 ½ months, Veteran's Claim's insider continued to send emails for payments, until March 29th of 2022, they sent a contract by email and a final demand for payment in the amount of \$16,350, which is 3 months and 2 days after the date demanded by the attorney. Additionally, the signature block did not resemble my own and it was not attached to the contract, but at the last page of the fabricated contract. At this point, my attorney was contacted again in the early part of April 2022 and another letter was sent to them demanding that they void this fraudulent contract or again other legal approaches will be taken.

COMPLAINT DETAILS

First contact with business: I telephoned the business

Other:

Solicitation in other language:

Transaction Place: Over the phone

Other:

Contract Signed:

Amount Requested: \$16,350.00

Amount Paid:

Method of Payment:

Payment Subtype:

Date of Payment:

Complained to Business: Yes

Date of Complaint: December 27, 2021

Business Response: not helpful

Contacted Another Agency or Private Attorney: Yes

Name and Address of Agency: Ross & Matthews, PC

Action Taken by Attorney: Legal action will take place

COMPLAINT INFORMATION



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-322877

Received Date: April 25, 2022

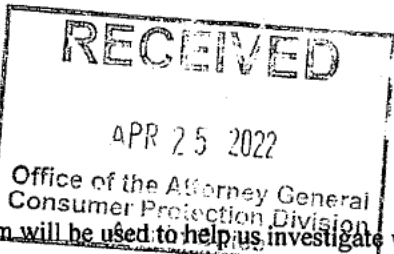
CGS Analyst: pam.yediares@oag.texas.gov

CPD Region: Austin

Complaint Source: Paper

KEN PAXTON
Attorney General of Texas

File#: _____



Consumer Complaint Form

- The information you report on this form will be used to help us investigate violations of consumer laws.
- **The Attorney General's Office does not resolve individual consumer complaints.**
- This complaint and the information you provide are records open to the public under Texas Law.
- We may send a copy of this form to the Business, so please write legibly and use black ink only.
- Please attach copies of any documents necessary to explain the transaction but do not send original documents.
- The Attorney General's Office will contact you if additional information is needed.

Consumer Information

Business or Individual Complaint is Against

Name DOUGLAS HILL		Name VA Claims INSIDER, LLC	
Address 3320 N. ILLINOIS ST		Address 4504 SMALL Drive	
City INDIANAPOLIS		City AUSTIN	
State IN	Zip 46208	State TX	Zip 78731
Home Phone (317) 319-1590	Work Phone ()	Phone (612) 688-9307 / 844-281-8224	
Email address douglas-hill@va.gov		Person you dealt with: Sean Jordan	
Age <input type="checkbox"/> Under 19 <input type="checkbox"/> 20-29 <input type="checkbox"/> 30-39 <input checked="" type="checkbox"/> 40-49 <input type="checkbox"/> 50-59 <input type="checkbox"/> 60-64 <input type="checkbox"/> 65 or over		Website or Email address: _____	

1. Initial contact between you and the business:

- Person came to my home
- I went to company's place of business
- I received a telephone call from business
- I telephoned the business
- I received information in the mail
- I responded to radio/television ad
- I responded to printed advertisement
- I responded to a Website or e-mail solicitation
- I responded to a solicitation in a language other than English (What language?) _____
- Other _____

2. Where did the transaction take place?

- At home
- At business
- By mail
- Over the phone
- Over the computer
- Trade Show or Hotel
- Other _____

3. Date(s) of Transaction(s)

10-26-2020

4. Did you sign a contract?

- Yes (please enclose a copy)
- No

5. How much did the company/individual ask you to pay? \$16,350

6. How much did you actually pay? \$ 0 Cash Credit Card Loan Check

Bank Account Debit Wire Transfer Money Order Cashiers Check Debit Card

Date(s) of Payment: _____

7. Have you contacted another agency or attorney about this complaint? Yes No

If yes, list name and address of the agency or attorney.

ROSS + MATHEWS, PC

3650 LOVELL AVE

Fort Worth, TX 76107

8. What action was taken by this agency or attorney?

The attorney's office sent two letters out to the company stating that they were in violation and if they don't rescind their demand for financial obligation then legal actions will take place.

9. Please describe your complaint in detail (attach extra sheets if necessary).

10. Have you complained to the business? No Yes If yes, when? A letter was sent by the
What was the business' response? (On Dec 27th, 2021)

attorney's office in behalf of me. When the attorney spoke directly with Claim's Insider, he was met with resistance and hostility. Furthermore, a representative from the company did not want to answer any questions. Additionally, a second letter was sent on April 15, 2022, addressing the same issue

11. Have you been sued in relation to this transaction?

No

Texas law prohibits us from giving legal advice or opinions or acting as your personal attorney. If you desire legal advice, we suggest you consider contacting a private attorney to discuss your complaint.

In signing this complaint I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint for informational purposes only.

The above statements are true and accurate to the best of my knowledge.

Douglas Hill

Signature

4-21-22

Date

Please return this form to: Office of the Attorney General
P.O. Box 12548
Austin, Texas 78711-2548

I am making a complaint about VA Claim's Insider because it is a fraudulent company that is owned and operated by veterans and takes advantage of misleading veterans by being compensated by their increases. In the early month of October of 2020, I spoke with a representative from Claim's Insider (Sean Jordan) asking how I should prepare for a c and p exam. He then explained to me that before he could further assist that he needed to see my medical documents, so that he could build a strategy for me. At this time, I thought that the company was a non for profit organization, but I didn't care to research it until they starting sending me emails after my c and p exam. He then asked me to download a google drive so that my records could be shared with him. Next, he explained that in order for him to handle my documentation, I needed to sign a waiver for him to do so. During this period, there was at no time that I was showed a contract and there was no identification of a contract attached to the information that was explained to me. I always read everything before signing and there was no contract at hand. Several months passed and early February of 2021, I was given information that I would have a c and p in the middle of May later that year. From there, I told the representative Sean Jordan when it was, but there was no information exchanged on how to prepare for it. Additionally, the examiner would be a [redacted] that treated me with [redacted] several years ago. The month of May comes and goes and my c and p is completed. Then out of nowhere I get a flurry of emails asking from Claim's Insider if the exam had been completed. I then decided to research Va Insider online and found complaints from other veterans that this company was a fraud and that they would trap veterans in a false contract, later asking for compensation for services never rendered and taking credit that the veteran put the groundwork in for. Once my research was completed, I then returned an email explaining that the exam had concluded and I was award 100%. This is when they explained to me that I owed the company \$15,000 and that I had multiple options to pay them. I immediately called my attorney with legal shield and explained that there was never any communication about compensating that company and that I was never issued a contract. The attorney immediately sent a letter on Dec 27th of 2021 to them demanding a contract within 15 days or there will be legal proceedings. The next 2 ½ months, Veteran's Claim's insider continued to send emails for payments, until March 29th of 2022, they sent a contract by email and a final demand for payment in the amount of \$16,350, which is 3 months and 2 days after the date demanded by the attorney. Additionally, the signature block did not resemble my own and it was not attached to the contract, but at the last page of the fabricated contract. At this point, my attorney was contacted again in the early part of April 2022 and another letter was sent to them demanding that they void this fraudulent contract or again other legal approaches will be taken.



James G. Liwski
(317) 951-1401
indocs@okoonlaw.com

December 27, 2021

VA Claims Insider, LLC

c/o Brian Reese, Registered Agent
8102 Briarwood Lane
Austin, TX 78757

**Re: Request for contract in support of \$15,000 fee claimed
Douglas Hill, Indianapolis**
Our File No. IN-5HH-ZFY

Dear Mr. Reese:

We have been contacted by Douglas Hill, a disabled veteran, residing in Indianapolis. He reports he signed up for your Elite Membership program from your website to see if your site would provide any assistance in increasing his VA disability rating. As it turns out, Mr. Hill was already working with his local Disabled American Veterans (DAV) office when he submitted a new request to the VA for increased disability. Upon his successful increase in disability rating, he reports your office contacted him to collect \$15,000 fee for your efforts in the disability increase.

As a disabled veteran myself, I am aware of the various offers and benefits certain sites and organizations may provide to veterans in increasing their disability rating. I was, however, taken aback at the fee you allege was earned by merely signing up for your site if disability increase is awarded by the VA.

Despite my requests for Mr. Hill to provide me a hard copy of the contract he signed/agreed to when he signed up for your Elite Membership program for my review, he informs me he is unable to get such a document from your office or your website that contains the terms and conditions, duties and obligations of each party to the contract.

While Mr. Hill has not retained us at this point, he has authorized us to demand that your office provide to Mr. Hill a true and accurate, complete copy, of the agreement or contract he signed when he signed up for your Elite Membership program. He demands the document be provided to him within fifteen (15) days of receipt of this letter.

Failure to adhere to Mr. Hill's demand will result in his filing a complaint with the Indiana Attorney General, as well as the Texas Attorney General, for action. Of course, he will also be reviewing of his legal actions against your firm. You are directed to contact Mr. Hill directly to provide the contract.

VCI
December 27, 2021
Page 2

Sincerely,

James G. Liwski

James G. Liwski By: MKL

Cc: Douglas Hill
3320 N Illinois Street
Indianapolis, IN 46208
(317) 319-1590

Brian Reese
VA Claims Insider, LLC
4504 Small Drive
Austin, TX 78731-3625

JGL/jtw



C
O
P
Y

Don W. King
Of Counsel

Please reference our File Number IN-5HH-ZFY when replying.

April 19, 2022

VA Claims Insider, LLC
3575 Far West Blvd., Suite 38983
Austin, TX 78731

VIA CERTIFIED MAIL NO.: 9171 9690 0935 0280 2630 86
RETURN RECEIPT REQUESTED
AND U.S. FIRST CLASS MAIL.

Re: Douglas Hill
Your Invoice Number 8753
In the Amount of \$16,350.00

Dear Sir or Madam:

We write on behalf of Douglas Hill, who declines to pay the above invoice for the following reasons: First, he never signed the contract you present; in fact, he never saw it until after you received the letter from the Indiana attorney. You procured Mr. Hill's signature under some "arbitration" pretext, and later, fraudulently affixed this signature onto the contract Mr. Hill had never seen. Second, you had nothing to do with Mr. Hill's receiving increased benefits, which came about as a result of the efforts of Mr. Hill and the DAV.

Demand is hereby made that you cease and desist from your efforts to collect on your fraudulent claim. If you persist, Mr. Hill will seek all his remedies, including filing a complaint against you with the FTC, VA, and the Texas Attorney General. Moreover, if you report this alleged debt to any credit reporting entity, Mr. Hill may take appropriate action against you under the *Fair Credit Billing Act*.

Sincerely,

/s/ Don W. King

Don W. King,
Of Counsel

DWK/bk
cc: Douglas Hill
Intake No.: IN-5HH-ZFY

rossandmatthews.com
3650 Lovell Avenue, Fort Worth Texas 76107 | 817-255-2044 P | 817-255-2090 F
Attorneys at Law



"Veterans helping Veterans get the VA disability compensation YOU deserve."

FINAL DEMAND FOR PAYMENT

March 29, 2022

This is an attempt to collect a debt.

Invoice Number: 87533	Invoice Amount: \$15,000
Invoice Date: 11/18//2021	Balance Due Including Fees: \$16,350

Dear Douglas Hill:

As of 03/29/2022, the invoice referenced above is over 30 days past due. Pursuant to the agreement signed by you with VA Claims Insider on 10/26/2020 (attached), you agreed to pay within 30 days of your VA disability award date. Since numerous attempts to contact you regarding the same have been unsuccessful, you are now subject to the full amount noted above, plus a 3% per month interest rate and any expenses associated with these collection efforts.

You can avoid additional charges and damage to your credit rating with credit bureaus by resolving this issue within two weeks of the date of this notice. **If we do not receive a response from you by 04/15/2022, all legal options shall be explored**, including but not limited to legal proceedings to recover the debt without further notice and the debt may be transferred to a collection agency for payment in accordance with state and federal law.

To prevent the need for further action, we urge you to give this matter your full attention and either send us your payment immediately or contact us to make payment arrangements. This will be our final attempt to collect before taking the above-mentioned measures.

We look forward to hearing from you soon.

VA Claims Insider

VA Claims Insider, LLC. 3575 Far West Blvd #28983, Austin, TX 78731



VA CLAIMS INSIDER ELITE - MEMBERSHIP AGREEMENT

This Elite Membership Agreement, this ("Agreement"), is entered into effective as of the latest date set forth on the signature page hereto, the ("Effective Date"), by and between ("Client" "you", "your" or "Veteran"), an individual named on the signature page hereto, and VA Claims Insider, LLC, a Texas limited liability company ("Company," "we" "our" or "VACI"), with its principal place of business at 3575 Far West Blvd. #28983, Austin, Texas 78731. VACI and Veteran may be referred to herein as the "Parties" or in the singular as "Party."

RECITALS

A. VACI operates an education-based coaching and consulting business for veterans exploring eligibility for increased disability benefits and who wish to learn more about that process; and

B. VACI is NOT an "accredited" or "recognized" Veteran Service Organization (VSO), claims agent, claims attorney, or entity recognized by the Department of Veterans Affairs (VA). VACI is not affiliated with the VA in any way; and

C. VACI does NOT assist Clients with the preparation, presentation, and prosecution of VA disability claims for VA benefits, and neither shall any VACI Veteran Master Coach (VMC). VACI also does not provide legal advice, and neither do any VACI VMCs; and

D. Client shall prepare and file his/her own claim (and should consider doing so utilizing free government websites such as ebenefits.va.gov, va.gov), or work with an accredited VSO, VA claims agent, or VA claims attorney (many of which offer services for FREE); and

E. Client desires access and permission to use the VACI Elite membership program proprietary resources. Client may also wish for VACI to refer him/her to qualified independent medical providers to review, and, if such provider deems appropriate, perhaps supplement, Client's medical record, and

E. VACI will provide the Client with access and permission to use the VA Claims Insider Elite membership program proprietary resources for as long as this agreement remains effective; and

F. Client acknowledges that utilization of VACI's Elite membership program is NOT required to submit a claim for VA disability benefits, and that Client may achieve a positive VA disability claim outcome without the use of VACI's resources or services.

1. CLIENT COMMITMENTS

BEFORE executing this agreement, Client understands, acknowledges, and agrees to the following:

(a) Client is solely responsible for the truth, accuracy, and timeliness of any claim he/she may submit to obtain VA disability benefits.

(b) Client hereby acknowledges that COMPLETELY FREE resources are available to assist with his/her VA disability claim.

(c) **Because VACI does NOT assist Client with the preparation, presentation, and/or prosecution of his/her VA disability claim for VA benefits, and** does not provide legal advice, VACI recommends that Client employ an accredited VSO, VA claims agent, and/or VA claims attorney to assist Client with the preparation, presentation, and/or prosecution of his/her VA disability claim. A list of accredited VSOs can be found HERE, and a list of accredited VA claims agents and/or accredited VA claims attorneys can be found HERE.

(d) Client agrees that he/she knows about, and has already explored, the FREE non-VACI resources available, and desires to become a member of VACI's Elite Membership Program with the knowledge that the Client could achieve his/her desired VA rating and VA benefits for FREE and WITHOUT the use of the VACI's resources and/or services. VACI encourages you NOT to execute this agreement unless you have already exhausted other FREE resources available to veterans.

(e) Client hereby understands that Client may obtain review of his/her medical records and condition from his/her own medical providers, possibly even FREE of charge, and that the services of VACI or other consultants are not required to obtain medical services in support of his/her VA disability claim.

(f) Client hereby acknowledges that VACI will not work on a claim that has already been filed. VACI will not work with or assist any VA-recognized or VA-accredited VSO, VA claims agent, and/or VA claims attorney. Nor will VACI ever refer Client to any VA-recognized or VA-accredited VSO, VA claims agent, and/or VA claims attorney.

(g) Client hereby acknowledges that VACI does NOT participate in any VA disability claim appeals. Additionally, VACI will never receive any sort of retroactive back-pay compensation in connection with any disability claim appeal. Nor will VACI ever refer Client to any VA-recognized or VA-accredited VSO, VA claims agent, and/or VA claims attorney for the purposes of a disability claim appeal.

(h) Client hereby consents to receive emails, phone calls, and/or text messages from VACI, VACI team members (including VMCs), and independent medical providers in our referral network, for purposes of exchanging pertinent VACI Elite Membership Program information.

(i) Client hereby commits to maintaining (i) an active eBenefits premium account and/or va.gov premium account (sign up for a free account at ebenefits.va.gov or va.gov). VACI will NOT have access to either of these accounts.

(j) Client hereby consents to using a HIPAA compliant Google Drive folder, which will be created for you freely after you execute this agreement, for purposes of the independent medical provider's review purposes, Independent Medical Opinions and Nexus Statements, or any other health care service, if warranted.

(k) Client hereby commits to uploading a copy of his/her eBenefits or va.gov Summary Verification Letter within seven calendar days of signing this Agreement to his/her HIPAA compliant Google Drive folder.

2. PRIVACY POLICY; LIMITED WARRANTY

(a) An electronic version of the notice will be posted at: <https://vaclaimsinsider.com/>. We reserve the right to change the privacy practices described in this notice. We reserve the right to make the revised or changed notice effective for protected health information we already have as well as any information we may receive in the future. We will post a copy of the current notice at each VACI entity and at each VACI facility. In addition, each time you register at or are admitted to VACI for medical assessments or health care services, you may request a copy of the current notice from the location of your care provider or you may request a copy of this notice from the VACI Chief Security & Compliance Officer.

(b) VACI warrants that it shall perform the services set forth below in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(c) VACI MAKES NO WARRANTIES REGARDING ITS SERVICES EXCEPT FOR THOSE PROVIDED IN SECTION 2(B) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

3. SERVICES TO BE PROVIDED BY VACI

(a) VACI's Elite Membership Program membership fees are for access and permission to use the VACI Elite Membership Program proprietary resources prior to Client's preparation, presentation, or prosecution of his/her disability claims. The fees owed to VACI are NEVER for claim preparation or assistance. Again, Client is solely responsible for preparing, presenting, or prosecuting any such forms or materials to the VA—VACI does NOT assist with that.

(b) VACI provides automated tools for Client to complete his/her own claim, to include training videos and form generators. Client is solely responsible for the truth, accuracy, and timeliness of his/her own claim. Client releases VACI from any responsibility associated with the truth, accuracy, or timeliness of any VA claim for VA disability benefits made by the Client with the VA.

(c) VACI and/or its VMCs will review your service treatment records, VA medical records, private medical records, VA Claims File (C-File) documents, and medical case history as VACI deems necessary. In addition, VACI and/or its VMCs will provide you with guidance in navigating the available VACI resources and in assessing your eligibility for VA disability benefits.

(d) VACI does NOT guarantee that it will accept your case and/or that you will receive any medical services. Some cases are not appropriate for our services and/or our network of independent medical providers (VACI-Affiliated Providers) are fully empowered to refuse service without fear of negative consequences.

(e) VACI does NOT guarantee that your VA disability claim will be approved by the VA. Determination of VA disability benefits is made solely by the Department of Veterans Affairs and not by VACI. As such, VACI is not responsible and cannot be held liable for the VA disability benefits for which a veteran may be eligible. In fact, the VA may decrease benefits in some cases. Client understands that VACI makes no promises or representations as to what your

case or claim will ultimately be worth. Thus, Veteran understands and agrees that he/she cannot hold VACI responsible for any decrease in benefits that may occur.

4. VACI REFERRALS TO MEDICAL PROVIDERS

(a) VACI may assist you by referring you to a medical provider (herein, a “VACI-Affiliated Provider”, who is empowered with the independent authority and freedom to exercise his/her own professional judgment. A VACI-Affiliated Provider may conclude that a claim lacks credible evidence to establish a “Nexus” for service connection without fear of negative repercussions.

(b) VACI-Affiliated Providers charge for their services at reduced rates for VACI Elite Program members. Such services must be paid for by Client with a credit card and Client agrees not to submit such claims for reimbursement to any health care benefit program. The VACI-Affiliated Providers have agreed to the following fee schedule:

<u>Service</u>	<u>Fee</u>
Examination Fee	\$100
Permanent and Total (P&T) Request Letter	\$375
Independent Medical Opinion & Nexus Statement	\$375
Psychological Evaluation and Independent Medical Opinion (IMO)	\$395

If an in-person evaluation is required, such as a Range of Motion (ROM) test or a medical diagnosis of a disability/condition from a Medical Doctor (MD), the providers reserve the right to charge an additional fee for such services.

(c) VACI-Affiliated Providers independently review and analyze your case. They are fully empowered to refuse service to any Client for any reason. Moreover, they may or may not agree to complete medical documentation for you.

(d) VACI offers NO GUARANTEE that a VACI-Affiliated Provider’s opinion will be “favorable” to the Client’s VA disability claim. If there is insufficient medical evidence to support your claim, the opinion provided may be “inconclusive” or “unfavorable.” VACI-Affiliated Providers are not employed, engaged, or compensated by VACI in any way, nor does VACI control or dictate any Provider’s judgment or documentation.

5. STANDARD FEES AND PAYMENT TERMS

(a) VACI does not charge you any up-front fees. You owe no fee to VACI until you receive an increase in your VA disability benefits, unless otherwise set forth in this section or the “Alternate Fee Payment Terms” set forth in Appendix A-1 hereto.

(b) Subject to any fee modifications or alternate fees that may be set forth in Appendix A-1 hereto, Client agrees to pay VACI a Membership Fee (the “Standard Membership Fee”) in an amount equal to six times the amount of the increase in Client’s Monthly Benefit

Award following the Effective Date. For example, if Client's Monthly Benefit Award increases by \$1,000 per month, then VACI's Standard Membership Fee is \$6,000.

(c) If Client owes VACI a Standard Membership Fee, Client has the following payment options:

- (i) **Option #1 - Lump Sum.** If Veteran selects this option, VACI agrees to a 10% discount of the total fee owed. For example, if a Veteran owes VACI \$6,000, a 10% discount would be applied to the total owed (10% of \$6,000 is \$600). Thus, the total owed would be calculated as follows: \$6,000 - \$600 = \$5,400.

The lump sum amount shall be paid via ACH electronic transfer (no fee), bank check (no fee) or credit card (2.9% processing fee added to the total owed) to VACI within seven (7) calendar days of the first month the veteran receives their new VA disability compensation payment(s) from the VA.¹

- (ii) **Option #2 - Monthly Installments.** If Veteran selects this option, the total owed to VACI will be paid in twelve (12) monthly installments equal to one-half of the monthly increase with no interest. For example, if a Veteran owes VACI \$6,000, each month's installment would be \$500 for the next 12 months).

The monthly installment shall be paid via ACH electronic transfer ONLY and to VACI within seven (7) calendar days of the first month the veteran receives their new VA disability compensation payment(s) from the VA, and each month thereafter, for a total of 12 months.

(d) For the purposes of this Agreement, "Monthly Benefit Award" shall include all: (i) VA compensation and pension; (ii) additional spouse/dependent award; (iii) concurrent retirement and disability pay; and (iv) combat related, aid and attendance, DIC, and any special monthly compensation awards.

(e) For the purposes of calculating VACI's Standard Membership Fee, the parties will use the Veteran's current VA disability rating and current monthly payment inside their eBenefits and/or va.gov account, as of the date this Agreement is executed.

(f) Veteran agrees to notify VACI in writing within seven (7) calendar days of any change in benefits that Veteran receives following the effective date of this Agreement. Veteran agrees to upload a copy of the documentation of his/her new VA disability rating within seven calendar days of receiving same to his/her HIPAA compliant Google Drive folder. Veteran agrees and consents to VACI contacting the VA to verify any change in benefits.

¹ VACI offers the "Lump Sum" option because of high demand by Clients. Oftentimes, if a veteran obtains increased disability benefits, he/she also receives a significant amount of back-pay, leaving the Veteran with sufficient funds to pay the VACI fee in full.

(g) Fee Cap. Under no circumstances will Client's Standard Membership Fee exceed \$15,000.

6. **ALTERNATIVE FEES AND PAYMENT TERMS**

You may fall into one or more categories for which benefit increases are not completely or properly captured by the terms set forth above. Appendix A-1 sets forth alternative means by which VACI's compensation is to be determined.

7. **ADDITIONAL PAYMENT TERMS AND ACKNOWLEDGEMENTS**

(a) In the event that Veteran has not made payment to VACI within 30 calendar days following receipt of any additional benefit payment, the outstanding balance due to VACI will be subject to a 3% per month interest rate, or the maximum permitted by law, whichever is less, plus all expenses of collection, for any unpaid balances. Veteran agrees to pay the interest rate increase and expenses of collection if Veteran does not pay VACI in accordance with the terms and conditions herein.

8. **MISCELLANEOUS PROVISIONS**

(a) Entire Agreement, Modifications, and Waivers. This Agreement contains the entire agreement between VACI and Veteran. This Agreement may not be modified except by written instrument signed by both Parties and referring to the provisions to be modified. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Wherever the term "including" is used, it shall mean "including, but not limited to". This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same agreement.

(b) Headings, Advice of Counsel, and Drafting. Headings used in this Agreement are provided for convenience only and will not in any way affect the meaning or interpretation of each section. The Parties acknowledge that they have been advised by counsel of their own choosing or have had the opportunity to consult such counsel, and therefore waive any canon of construction that would construe this agreement more heavily in favor of one party over the other, and that its terms will be interpreted without any bias against one Party as drafter.

(c) Governing Law, Disputes. This Agreement shall be governed and construed exclusively by and under the laws of the State of Texas, without regard to its conflicts of laws rules. The state courts located in Travis County, Texas, 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.

(d) Attorney Fees. In any dispute arising out of or relating to this agreement, the prevailing party shall be entitled to recover its attorney fees and reasonable costs. If Veteran

refuses to pay VACI's fee, Veteran also agrees to pay VACI the costs of collection of such debt, including its attorney fees and court costs.

(e) Authority, Assignment, and Delegation. No employee or agent of VACI other than the CEO has the authority to bind or commit VACI or extend promises on behalf of VACI to a veteran. Client may not assign or subcontract any rights or delegate any of his/her duties under this Agreement without VACI's prior written approval.

(f) LIMITATION OF LIABILITY.

(i) IN NO EVENT SHALL VACI BE LIABLE TO VETERAN OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT (INCLUDING ANY REDUCTIONS IN OR DENIALS OF BENEFITS FROM, OR ANY FINES OR PENALTIES ASSESSED BY, ANY GOVERNMENT AGENCY) OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT VACI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(ii) IN NO EVENT SHALL VACI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO VACI PURSUANT TO THIS AGREEMENT IN THE THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(g) Indemnification. Veteran hereby agrees to indemnify and hold harmless VACI, together with its owners, officers, employees, and affiliates (collectively, the "Indemnified Parties"), from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees (collectively, "Losses"), arising out of any third-party claim related to the services provided hereunder or Veteran's disability case with the Department of Veterans Affairs.

(h) Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Veteran under this Agreement or prepared by or on behalf of VACI in the course of performing services hereunder, including, without limitation, the Elite Experience Portal (EEP), mastermind group, buddy letter generator

tool, and medical consultant services (collectively, the "Deliverables") shall be owned by VACI. VACI hereby grants Veteran a limited license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, U.S.-only, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Veteran to make reasonable use of the materials, Deliverables, and services being provided hereunder during the term of this Agreement.

(i) Confidentiality. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within five days thereafter, is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Agreement; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information; but that Confidential Information shall include all Intellectual Property Rights and Deliverables. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; and (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

(j) Financial Interest Disclosure & Informed Consent. VACI, VMCs, VACI-Affiliated Providers, and/or other companies or individuals may have financial interests in referrals amongst themselves, including referring you for services. Veteran client has the right to choose the provider of his/her health care services; therefore, you have the option to use providers other than those to whom you may be referred by VACI. It is a mission of VACI to supply veteran client with high quality information and referrals to independent medical providers. You will not be treated differently by VACI if you choose to see a medical provider other than those referred to you by VACI. By entering this agreement, you acknowledge these disclosures, you voluntarily enter this agreement, and you consent to referrals and other transactions where financial arrangements among VACI, VMCs, and/or health care providers may occur.

(k) Binding Arbitration of All Disputes. For any dispute arising out of or relating to this Agreement, the parties hereby agree that the matter or dispute shall be submitted to arbitration according to rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in Travis County, Texas. The matter shall be decided by a single arbitrator selected according to such rules of the AAA. Any claim submitted for arbitration will be arbitrated on an individual basis only. Both Veteran and the Company expressly waive the right to commence or be a party to any class or collective action claim or to bring any claim against the other party jointly with or on behalf of any other person. The arbitrator will not have authority to join or

consolidate arbitration claims made by Veteran or other persons. The cost of arbitration shall be borne as the arbitrator shall determine on Final Award. Each party shall bear its own respective attorney's fees during the arbitration, but the arbitrator may award all or part of the reasonable attorney's fees incurred to the prevailing party. The results of the arbitration shall be binding upon both sides and no appeal shall be available therefrom. Notwithstanding this section, either party may seek a temporary restraining order and a temporary injunction (i) with regard to the enforcement of the provisions of Sections 5, 6, 7 and/or 8 prior to or during the pendency of any such arbitration; or (ii) to maintain the status quo pending the referral of any dispute to arbitration and the appointment of the arbitrator. Further, notwithstanding the foregoing, the parties will not be required to arbitrate any claims that cannot be arbitrated as a matter of law or claims under any other statute that validly bar pre-dispute arbitration agreements under the Federal Arbitration Act.

(l) Equitable Relief. Veteran acknowledges that any breach or threatened breach of Sections 8(h) and 8(i) of this Agreement will result in irreparable harm to VACI for which damages would be an inadequate remedy. Therefore, VACI shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach. Such equitable relief shall be in addition to VACI's rights and remedies otherwise available at law.

(m) Termination. This Agreement may be terminated by either party with 30 days' advance written notice (email to VACI's CEO is acceptable) for any reason whatsoever. However, Veteran understands and agrees that the provisions of Section 5, 6, 7 and/or 8 (including Veteran's obligation to pay the fees set forth in Section 5 of this Agreement) will survive such termination.

[SIGNATURE PAGE FOLLOWS]

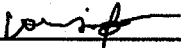
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date mutually signed and agreed upon on the last page.

VA CLAIMS INSIDER, LLC

By:

Brian T. Reese
Founder & CEO

VETERAN

By: 

Douglas Hill (Oct 26, 2020 13:22 EDT)

APPENDIX A-1
ALTERNATIVE FEE PAYMENT TERMS

If your situation falls into one of the following scenarios, you agree that the Standard Membership Fee arrangements in this Agreement may not be sufficient, and that the specified Alternative Fee will be appropriately charged:

Alternative Fee - Scenario 1

1.1 You are receiving Individual Unemployability (IU) (e.g., you are receiving 100% pay, but have a rating less than 100% due to unemployability), but yet, you desire to attempt to get either a 100% scheduler VA rating or 100% Permanent and Total (P&T) rating.

1.2 In this situation, the Standard Membership Fee does NOT apply to your situation. Because your case still requires extensive time, energy, and medical consultant services, you agree to pay VACI a flat fee of \$5,000 in the event you go from receiving IU to becoming either 100% scheduler or 100% P&T after entering this Agreement.

Alternative Fee - Scenario 2

2.1 You are rated at 100% scheduler but wish to attempt to achieve a 100% Permanent and Total (P&T) rating.

2.2 In this situation, the Standard Membership Fee does NOT apply to your situation. Because your case still requires extensive time, energy, and medical consultant services, you agree to pay VACI a flat fee of \$5,000 in the event you go from a 100% scheduler rating to 100% P&T after entering this Agreement.





VA Claims Insider Elite - Membership Agreement - 15May2020

Final Audit Report

2020-10-26

Created:	2020-10-26
By:	Brian Reese
Status:	Signed
Transaction ID:	CBJCHBCAABAAI7rcVbTJYM5Gackj2osiOI3YQ4Y6pUou

"VA Claims Insider Elite - Membership Agreement - 15May2020" History

-  Web Form created by Brian Reese
2020-05-27 - 8:27:45 PM GMT
-  Web Form filled in by Douglas Hill
2020-10-26 - 5:22:20 PM GMT- IP address: 99.103.98.193
-  User email address verification waived
2020-10-26 - 5:22:22 PM GMT- IP address: 99.103.98.193
-  Agreement completed.
2020-10-26 - 5:22:22 PM GMT



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-312185

Received Date: December 29, 2021

CONSUMER INFORMATION

Primary Consumer:

Richard Menser

Secondary Consumers:

Consumer Contact Person:

Consumer Address:

12650 Lakeshore Drive

Unit 155

Lakeside, CA 92040

Not in Texas County

United States

Consumer Contact Information:

Home: (619) 647-9674

RESPONDENT INFORMATION

Primary Respondent:

VA Claims Insider

Secondary Respondents:

Respondent Contact Person:

Kelcey Culpepper

Respondent Address:

3575 Far West Blvd Ste 28983

Austin, TX 78731

Travis County

United States

Respondent Contact Information:

Business: (844) 281-8224

Email: support@vaclaimsinsider.com

COMPLAINT SUMMARY

VA Claims Insider is a company that supposedly helps Veteran's get VA disability compensation from the VA. It's a pay only if you win your case platform. I've been working with them for a year now and have not received an increase. I emailed them and told them that I wanted to terminate the contract because they have not provided me with the services I needed assistance with. I told them that I wanted to work with a different company now. They tried to send me a cancelation contract, but it states that the agreement will still stand and any increase in disability I receive in the future, they will still be owed money. I disagreed and have wrote several emails in response, but they continue to ignore me. Essentially, this company is trying to lock disabled Veteran's in life-long contracts, so that if we ever get an increase in compensation from the VA for our disability compensation, that they get a big chunk of it because at one time we were part of their membership. I told them repeatedly, that they did not help me and I wanted to move on in life. They can't expect us to just stay with them forever and wait years and years until and if we finally get a disability rating or an increase. I just want to put them behind me, but they won't let me.



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-312185

Received Date: December 29, 2021

COMPLAINT DETAILS

First contact with business: I responded to a Website or e-mail solicitation

Other:

Solicitation in other language:

Transaction Place: Over the computer

Other:

Contract Signed: Yes

Amount Requested: \$0.00

Amount Paid: \$0.00

Method of Payment:

Payment Subtype:

Date of Payment:

Complained to Business: Yes

Date of Complaint: December 3, 2021

Business Response: They just ignore me since I won't sign there cancelation contact that states I still have to pay them if I ever get an increase in the future.

Contacted Another Agency or Private Attorney: No

Name and Address of Agency:

Action Taken by Attorney:

COMPLAINT INFORMATION

CGS Analyst: naomi.fritts@oag.texas.gov

CPD Region: Austin

Complaint Source: Web



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-277435

Received Date: February 19, 2021

CONSUMER INFORMATION

Primary Consumer:

Simon Keller

Secondary Consumers:

Consumer Contact Person:

Consumer Address:

9262 N Brave Dr
Tucson, AZ 85743
Not in Texas County
United States

Consumer Contact Information:

Home: (520) 440-9553

RESPONDENT INFORMATION

Primary Respondent:

Va Claims Insider

Secondary Respondents:

Respondent Contact Person:

Fred Justco

Respondent Address:

3575 Far West Blvd Ste 28983
Austin, TX 78731
Travis County
United States

Respondent Contact Information:

Business: (737) 241-9823

Email: Unknown

COMPLAINT SUMMARY

I started working with VA insider to assist with my Veterans Administration Disability application months ago. I was sent to a coach, Fred Justco in Maryland. He assisted with the filing and coordination of the claim. The VA took months to process the claim. Upon award of the claim I contacted Mr. Justco and I was sent an invoice. The fee is \$7881.48. This is for over the phone interviews, uploading documents, and filing the claim. Approximately 2 hours of interaction total. I also had to pay separately for a doctors visit over the internet (\$400.) The fee is astronomical vs. the services rendered and it is taking advantage of Veterans seeking their VA disabilities. Even by the VA standard a lawyer is only recommended to charge "half of a Veterans increase times six months." The fee I received is a full six months pay and this is not a legal service but a "coaching" service. This is obviously extorting vulnerable Veterans challenged with an uphill fight to have their disabilities addressed.

COMPLAINT DETAILS



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-277435

Received Date: February 19, 2021

First contact with business: I responded to a Website or e-mail solicitation

Other:

Solicitation in other language:

Transaction Place: Over the computer

Other:

Contract Signed: Yes

Amount Requested: \$7,881.48

Amount Paid: \$0.00

Method of Payment:

Payment Subtype:

Date of Payment:

Complained to Business: Yes

Date of Complaint: February 5, 2021

Business Response: I contacted them by phone and was initially hung up on and called back and was told someone from finance would contact me. I emailed the company and the email was rejected.

Contacted Another Agency or Private Attorney: No

Name and Address of Agency:

Action Taken by Attorney:

COMPLAINT INFORMATION

CGS Analyst: david.trinidad@oag.texas.gov

CPD Region: Austin

Complaint Source: Web



Simon - Here's your invoice:

BALANCE:
\$7093.33

PAY NOW

February 17, 2021

Invoice Due: **March 01, 2021**

Invoice Reference #**58039**

Invoice ID: **f296863a**

Item	Details	Quantity	Price	Amount
Lump Sum ACH	.	1	\$7881.48	\$7881.48
10% Discount	.	1	-\$788.15	-\$788.15

SUBTOTAL: \$7093.33

TAX: \$0.00

TOTAL PAID: \$0.00

BALANCE DUE: \$7093.33

For questions about this invoice, please contact
invoice@vaclaimsinsider.com

VA Claims Insider, LLC

3575 Far W Blvd

Suite 28983

Austin, TX 78731

737-214-0933





KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-276486

Received Date: February 12, 2021

CONSUMER INFORMATION

Primary Consumer:

Shana Hill

Secondary Consumers:

Consumer Contact Person:

Consumer Address:

7949 Ridgeview Drive

Houston, TX 77055

Harris County

United States

Consumer Contact Information:

Home: (713) 409-3017

RESPONDENT INFORMATION

Primary Respondent:

Va Claims Insider

Secondary Respondents:

Respondent Contact Person:

Brian Reese, Melissa Dalton, Dr. Mike, Lourdes

Respondent Address:

3575 Far West Blvd Ste 28983

Austin, TX 78731

Travis County

United States

Respondent Contact Information:

Business: (737) 241-9823

Email:

COMPLAINT SUMMARY

We agreed to work with an "educational" company with has provided us no education in regards to my husband VA CLAIM. We waited three weeks for an appointment which occurred in December. The "coach" showed up late, and was disorganized and did not provide any strategy as advertised and promised.

They pushed they privately owned tele-medical doctors on my husband. We paid out of pocket for this cost. We waited another three weeks for an appointment to follow up. We are seeing too many red flags and requested to terminate our agreement with this company. They said no the request was denied and we feel we will better represent ourselves in filing a VA Claim. We do not want to be tied to this company that does shady business nor represent the best interest for their consumers. I am concerned they are preying on veterans.

COMPLAINT DETAILS

First contact with business: I responded to a Website or e-mail solicitation



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-276486

Received Date: February 12, 2021

Other:

Solicitation in other language:

Transaction Place: Over the computer

Other:

Contract Signed: Yes

Amount Requested: \$0.00

Amount Paid: \$385.00

Method of Payment: CREDIT

Payment Subtype: Visa Credit Card

Date of Payment: December 12, 2020

Complained to Business: Yes

Date of Complaint: February 5, 2021

Business Response: They want to push us another "coach," to provide better service. We do not want any affiliation with this business and are concerned it will tarnish the integrity of our VA claims (which we have not even submitted). They said they have reached out to their legal team, etc.

Contacted Another Agency or Private Attorney: Yes

Name and Address of Agency: BBB

Action Taken by Attorney: Just filed 2/11/21

COMPLAINT INFORMATION

CGS Analyst: elizabeth.chun@oag.texas.gov

CPD Region: Austin

Complaint Source: Web

BombBomb ▾



Compose

Pause Inbox

Inbox 10

Starred

Snoozed

Sent

Drafts 11

Boomerang

Boomerang-Outbox

Cancelled

Meet

New meeting

Join a meeting

Hangouts

Shana +

No recent chats

Start a new one



melissa dalton
Operations Assistant
vaclaims.ns.der.com



On Fri, Feb 5, 2021 at 12:24 PM Brian Reese

Hi Miles, I'm sorry to hear this. We appreciate your feedback and I v

On Fri, Feb 5, 2021 at 10:26 AM miles hill

Brian,

I have requested termination of VACI services. I am emailing you
schemu e a meeting with M. Smith. Thus far, two twenty meetings
Very little productive dialog and he repeated the 8 steps on the V/

The second meeting, another 3-week delay in scheduling, came i
meet ng occurred. He d d email some screenshots.

I did schedule and utilize the IMO for mental health through the pr

The portal was unused. Have your IT team or website maintainer
drove me away. It was an unenjoyab e experience and I was not q

The total summation of services used was less than 40 minutes o

For the reasons listed above, I am seeking immediate termination

Ontiveros, Alexandra

From: Shana Hill <shanahill713@gmail.com>
Sent: Friday, February 19, 2021 5:45 PM
To: Consumer Protection - Complaints
Subject: Re: Complaint Follow-Up

Thanks,

Once they received the BBB complaint they finally heard our issue and allowed us to exit the contract.

On Fri, Feb 19, 2021 at 4:18 PM Texas Attorney General <consumerprotection-complaints@texasattorneygeneral.gov> wrote:

You have received this email based on a Complaint submitted to the Office of the Attorney General. Please review the attached documents and reference the Complaint Number in any follow-up correspondence you may wish to send.

Your complaint number is CGS-276486.

Consumer Protection Division
Office of the Attorney General



Shana Hill

Texas Real Estate Broker | Evan Howell Properties

M: [713-409-3017](tel:713-409-3017)

P: [713-461-5555](tel:713-461-5555)

E: ShanaHill713@gmail.com

A: [9219 Katy Fwy, Ste. 122 - Houston TX, 77024](https://www.evanhowell.com)

www.EvanHowell.com





KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-287307

Received Date: May 27, 2021

CONSUMER INFORMATION

Primary Consumer:

Derick Jordan

Secondary Consumers:

Consumer Contact Person:

Consumer Address:

3407 Barberry Dr

Wylie, TX 75098

Collin County

United States

Consumer Contact Information:

Home: (972) 849-7383

RESPONDENT INFORMATION

Primary Respondent:

Va Claims Insider

Secondary Respondents:

Respondent Contact Person:

Brian Reese

Respondent Address:

3575 Far West Blvd Ste 28983

Austin, TX 78731

Travis County

United States

Respondent Contact Information:

Work: (737) 241-9823

Email: support@vaclaimsinsider.com

COMPLAINT SUMMARY

C says that R has committed disability fraud, mail fraud, and wire fraud, using bait and switch tactics. C says they are not an accredited agency for the Dept of Veterans Affairs, and cannot assist with preparing and presenting a VA claim.

CA says he sought free coaching to increase his disability rating. R's coach Dan Quick insisted he tie this to a mental health claim and directed him to a specific doctor, who C says was not accepted by the VA. C states that this doctor monitored his VA e-file in violation of HIPPA. C says that R misrepresents their services and that only accredited lawyers, officers, and claims are recognizable by the VA.

COMPLAINT DETAILS

First contact with business:

Other:



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-287307

Received Date: May 27, 2021

Solicitation in other language:

Transaction Place:

Other:

Contract Signed:

Amount Requested:

Amount Paid: \$395.00

Method of Payment: OTHER

Payment Subtype:

Date of Payment:

Complained to Business:

Date of Complaint:

Business Response:

Contacted Another Agency or Private Attorney:

Name and Address of Agency:

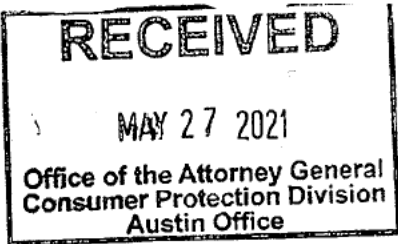
Action Taken by Attorney:

COMPLAINT INFORMATION

CGS Analyst: naomi.fritts@oag.texas.gov

CPD Region: Austin

Complaint Source: Paper



KEN PAXTON
Attorney General of Texas

Consumer Complaint Form

File#: _____

- The information you report on this form will be used to help us investigate violations of consumer laws.
- **The Attorney General's Office does not resolve individual consumer complaints.**
- This complaint and the information you provide are records open to the public under Texas Law.
- We may send a copy of this form to the Business, so **please write legibly and use black ink only.**
- Please attach copies of any documents necessary to explain the transaction but **do not send original documents.**
- The Attorney General's Office will contact you if additional information is needed.

Consumer Information

Business or Individual Complaint is Against

Name <u>Derick Jordan</u>		Name <u>VA Claims Insider</u>	
Address <u>3407 Barberry DR</u>		Address <u>3575 Far West Blvd # 28923</u>	
City <u>Wylie</u>		City <u>Austin</u>	
State <u>TX</u>	Zip <u>75098</u>	State <u>TX</u>	Zip <u>78731-3064</u>
Home Phone <u>(972) 849-7383</u>	Work Phone ()	Phone <u>(737) 241-9823</u>	
		Person you dealt with: <u>Brian Reese</u>	
Age <input type="checkbox"/> Under 19 <input type="checkbox"/> 20-29 <input type="checkbox"/> 30-39 <input type="checkbox"/> 40-49 <input type="checkbox"/> 50-59 <input type="checkbox"/> 60-64 <input type="checkbox"/> 65 or over		Website or Email address: <u>Support@vaclaimsinsider.com</u>	

- Initial contact between you and the business:
 - Person came to my home
 - I went to company's place of business
 - I received a telephone call from business
 - I telephoned the business
 - I received information in the mail
 - I responded to radio/television ad
 - I responded to printed advertisement
 - I responded to a Website or e-mail solicitation
 - I responded to a solicitation in a language other than English (What language?) _____
 - Other _____
- Where did the transaction take place?
 - At home
 - At business
 - By mail
 - Over the phone
 - Over the computer
 - Trade Show or Hotel
 - Other _____
- Date(s) of Transaction(s) 05 May 2020
- Did you sign a contract?
 - Yes (please enclose a copy)
 - No
- How much did the company/individual ask you to pay? Zero
- How much did you actually pay? \$ 395.00
 - Cash Credit Card Loan Check
 - Bank Account Debit Wire Transfer Money Order Cashiers Check Debit Card
- Date(s) of Payment: 20 May 2020

7. Have you contacted another agency or attorney about this complaint? Yes No
If yes, list name and address of the agency or attorney.

NO

8. What action was taken by this agency or attorney?

N/A

9. Please describe your complaint in detail (attach extra sheets if necessary).

V.A. Claims Insider has committed Veteran Administration disability fraud. Under Section 5 of the FTC V.A. Claims Insider has use an bait and switch tactic along with other misleading techniques to provide a service that is not available. V.A. Claim Insider is NOT a Accredited Agency for the Department of Veterans Affairs. They cannot help with the preparation, presentation of a V.A. Claim. V.A. Claims Insiders also are in violation of my HIPAA rights. V.A. claims Insider also has committed Wire Fraud Under Section 1343 of the Mail Fraud Statute, by misrepresentation in order to obtain money. I was seeking an increase of my V.A. rating of my claim with VACTI. I was assign a COACH after joining VACTI for no charge. The VACTI coach DAN Quick insisted that I file a Mental Health claim with their doctor Swapnila DAS and pay \$395.00 fee to Telemedica LLC by PayPal only. No other Insurance was allowed. Credit Card Only. The PTSD Evaluation/Medical Opinion is not accepted by the Dept. Veterans Affairs. Continue Next page ->

10. Have you complained to the business? No Yes If yes, when?
What was the business' response?

Email and phone calls in May & June 2020
Coach Dan Quick stated that Mental Health claims are the easiest to prove and have more value.

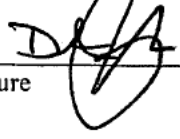
11. Have you been sued in relation to this transaction?

NO

Texas law prohibits us from giving legal advice or opinions or acting as your personal attorney. If you desire legal advice, we suggest you consider contacting a private attorney to discuss your complaint.

In signing this complaint I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint for informational purposes only.

The above statements are true and accurate to the best of my knowledge.

Signature 

Date 24 May 2021

Please return this form to: Office of the Attorney General
P.O. Box 12548
Austin, Texas 78711-2548

7. Have you contacted another agency or attorney about this complaint? Yes No
If yes, list name and address of the agency or attorney.

8. What action was taken by this agency or attorney?

I was diagnose with PTSD by Dr. DAS in a 15 minute phone Appointment

9. Please describe your complaint in detail (attach extra sheets if necessary).

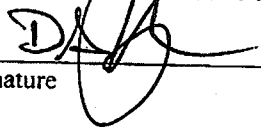
So if I needed a DBQ Disability Benefits Questionnaires, VA Nexus letter or any other document from VACI there would be a fee for the document. VACI monitor my V.A. efile, medical records which is a HIPAA violation VACI coach Dan Quick state that Mental Health claims are the quickee way to be awarded 100% total disabile from the VA. I was assign another coach by VACI Stacy Allen who continue the False representation of a good or service. Several complaints have been filed with the BBB about false advertising, omitting material and other misleading claims from VA Claims Insider and there Contractors. Only Veterans Service Officers, Accredited VA Lawyers and Accredited Claims Agent are recognize by the Department of Veteran Affairs for filling a V.A. claims. VA Claims Insider uses Deceptive Practices to take advantages of Veterans to increase their bottom line

10. Have you complained to the business? No Yes If yes, when? _____
What was the business' response? _____

11. Have you been sued in relation to this transaction?

Texas law prohibits us from giving legal advice or opinions or acting as your personal attorney. If you desire legal advice, we suggest you consider contacting a private attorney to discuss your complaint.

In signing this complaint I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint for informational purposes only.
The above statements are true and accurate to the best of my knowledge.


Signature

24 May 2021
Date

Please return this form to: Office of the Attorney General
P.O. Box 12548
Austin, Texas 78711-2548



VA CLAIMS INSIDER ELITE - MEMBERSHIP AGREEMENT

This Elite Membership Agreement, this ("Agreement"), is entered into effective as of the latest date set forth on the signature page hereto, the ("Effective Date"), by and between ("Client" "you", "your" or "Veteran"), an individual named on the signature page hereto, and VA Claims Insider, LLC, a Texas limited liability company ("Company," "we" "our" or "VACI"), with its principal place of business at 3575 Far West Blvd. #28983, Austin, Texas 78731. VACI and Veteran may be referred to herein as the "Parties" or in the singular as "Party."

RECITALS

A. VACI operates an education-based coaching and consulting business for veterans exploring eligibility for increased disability benefits and who wish to learn more about that process; and

B. VACI is NOT an "accredited" or "recognized" Veteran Service Organization (VSO), claims agent, claims attorney, or entity recognized by the Department of Veterans Affairs (VA). VACI is not affiliated with the VA in any way; and

C. **VACI does NOT assist Clients with the preparation, presentation, and prosecution of VA disability claims for VA benefits, and neither shall any VACI Veteran Master Coach (VMC).** VACI also does not provide legal advice, and neither do any VACI VMCs; and

D. Client shall prepare and file his/her own claim (and should consider doing so utilizing free government websites such as ebenefits.va.gov, va.gov), or work with an accredited VSO, VA claims agent, or VA claims attorney (many of which offer services for FREE); and

E. Client desires access and permission to use the VACI Elite membership program proprietary resources. Client may also wish for VACI to refer him/her to qualified independent medical providers to review, and, if such provider deems appropriate, perhaps supplement, Client's medical record, and

E. VACI will provide the Client with access and permission to use the VA Claims Insider Elite membership program proprietary resources for as long as this agreement remains effective; and

F. Client acknowledges that utilization of VACI's Elite membership program is NOT required to submit a claim for VA disability benefits, and that Client may achieve a positive VA disability claim outcome without the use of VACI's resources or services.

1. CLIENT COMMITMENTS

BEFORE executing this agreement, Client understands, acknowledges, and agrees to the following:

(a) Client is solely responsible for the truth, accuracy, and timeliness of any claim he/she may submit to obtain VA disability benefits.

(b) Client hereby acknowledges that COMPLETELY FREE resources are available to assist with his/her VA disability claim.

(c) Because VACI does NOT assist Client with the preparation, presentation, and/or prosecution of his/her VA disability claim for VA benefits, and does not provide legal advice, VACI recommends that Client employ an accredited VSO, VA claims agent, and/or VA claims attorney to assist Client with the preparation, presentation, and/or prosecution of his/her VA disability claim. A list of accredited VSOs can be found HERE, and a list of accredited VA claims agents and/or accredited VA claims attorneys can be found HERE.

(d) Client agrees that he/she knows about, and has already explored, the FREE non-VACI resources available, and desires to become a member of VACI's Elite Membership Program with the knowledge that the Client could achieve his/her desired VA rating and VA benefits for FREE and WITHOUT the use of the VACI's resources and/or services. VACI encourages you NOT to execute this agreement unless you have already exhausted other FREE resources available to veterans.

(e) Client hereby understands that Client may obtain review of his/her medical records and condition from his/her own medical providers, possibly even FREE of charge, and that the services of VACI or other consultants are not required to obtain medical services in support of his/her VA claims.

(f) Client hereby acknowledges that VACI will not work on a claim that has already been filed. VACI will not work with or assist any VA-recognized or VA-accredited VSO, VA claims agent, and/or VA claims attorney. Nor will VACI ever refer Client to any VA-recognized or VA-accredited VSO, VA claims agent, and/or VA claims attorney.

(g) Client hereby acknowledges that VACI does NOT participate in any VA disability claim appeals. Additionally, VACI will never receive any sort of retroactive back-pay compensation in connection with any disability claim appeal. Nor will VACI ever refer Client to any VA-recognized or VA-accredited VSO, VA claims agent, and/or VA claims attorney for the purposes of a disability claim appeal.

(h) Client hereby consents to receive emails, phone calls, and/or text messages from VACI, VACI team members (including VMCs), and independent medical providers in our referral network, for purposes of exchanging pertinent VACI Elite Membership Program information.

(i) Client hereby commits to maintaining an active eBenefits premium account and/or va.gov premium account (sign up for a free account at ebenefits.va.gov or va.gov). VACI will NOT have access to either of these accounts.

(j) Client hereby consents to using a HIPAA compliant Google Drive folder, which will be created for you freely after you execute this agreement, for purposes of the independent medical provider's review purposes, DBQ reviews, Medical Nexus Letters, or any other health care service, if warranted.

(k) Client hereby commits to uploading a copy of his/her eBenefits Summary Verification Letter within seven calendar days of signing this Agreement to his/her HIPAA compliant Google Drive folder.

2. PRIVACY POLICY; LIMITED WARRANTY

(a) An electronic version of the notice will be posted at: <https://vaclaimsinsider.com/>. We reserve the right to change the privacy practices described in this notice. We reserve the right to make the revised or changed notice effective for protected health information we already have as well as any information we may receive in the future. We will post a copy of the current notice at each VACI entity and at each VACI facility. In addition, each time you register at or are admitted to VACI for medical assessments or health care services, you may request a copy of the current notice from the location of your care provider or you may request a copy of this notice from the VACI Chief Security & Compliance Officer.

(b) VACI warrants that it shall perform the services set forth below in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(c) VACI MAKES NO WARRANTIES REGARDING ITS SERVICES EXCEPT FOR THOSE PROVIDED IN SECTION 2(B) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

3. SERVICES TO BE PROVIDED BY VACI

(a) VACI's Elite Membership Program membership fees are for access and permission to use the VACI Elite Membership Program proprietary resources prior to Client's preparation, presentation, or prosecution of his/her disability claims. The fees owed to VACI are NEVER for claim preparation or assistance. Again, Client is solely responsible for preparing, presenting, or prosecuting any such forms or materials to the VA—VACI does NOT assist with that.

(b) VACI provides automated tools for Client to complete his/her own claim, to include training videos and form generators. Client is solely responsible for the truth, accuracy, and timeliness of his/her own claim. Client releases VACI from any responsibility associated with the truth, accuracy, or timeliness of any VA claim for VA disability benefits made by the Client with the VA.

(c) VACI and/or its VMCs will review your service treatment records, VA medical records, private medical records, VA Claims File (C-File) documents, and medical case history as VACI deems necessary. In addition, VACI and/or its VMCs will provide you with guidance in navigating the available VACI resources and in assessing your eligibility for VA disability benefits.

(d) VACI does NOT guarantee that it will accept your case and/or that you will receive any medical services. Some cases are not appropriate for our services and/or our network of independent medical providers (VACI-Affiliated Providers) are fully empowered to refuse service without fear of negative consequences.

(e) VACI does NOT guarantee that your VA disability claim will be approved by the VA. Determination of VA disability benefits is made solely by the Department of Veterans Affairs and not by VACI. As such, VACI is not responsible and cannot be held liable for the VA disability benefits for which a veteran may be eligible. In fact, the VA may decrease benefits in some cases. Client understands that VACI makes no promises or representations as to what your



case or claim will ultimately be worth. Thus, Veteran understands and agrees that he/she cannot hold VACI responsible for any decrease in benefits that may occur.

4. VACI REFERRALS TO MEDICAL PROVIDERS

(a) VACI may assist you by referring you to a medical provider (herein, a “VACI-Affiliated Provider”, who is empowered with the independent authority and freedom to exercise his/her own professional judgment. A VACI-Affiliated Provider may conclude that a claim lacks credible evidence to establish a “Nexus” for service connection without fear of negative repercussions.

(b) VACI-Affiliated Providers charge for their services at reduced rates for VACI Elite Program members. Such services must be paid for by Client with a credit card and Client agrees not to submit such claims for reimbursement to any health care benefit program. The VACI-Affiliated Providers have agreed to the following fee schedule:

<u>Service</u>	<u>Fee</u>
Comprehensive Medical Records Review	\$100
Disability Benefit Questionnaire (DBQ) Review	\$150
Medical Nexus Letter	\$275
Permanent and Total (P&T) Request Letter	\$275
Reasonable Accommodation Letter	\$275
Service Dog Letter	\$275
Exam, Diagnosis, and DBQ w/ Medical Doctor (MD)	\$375
Independent Psychological Evaluation (includes combined DBQ and Medical Nexus Letter for mental health conditions)	\$395

If an in-person evaluation is required, such as a Range of Motion (ROM) test or a medical diagnosis of a disability/condition from a Medical Doctor (MD), the providers reserve the right to charge an additional fee for such services.

(c) VACI-Affiliated Providers independently review and analyze your case. They are fully empowered to refuse service to any Client for any reason. Moreover, they may or may not agree to complete medical documentation for you.

(d) VACI offers NO GUARANTEE that a VACI-Affiliated Provider’s opinion will be “favorable” to the Client’s VA disability claim. If there is insufficient medical evidence to support your claim, the opinion provided may be “inconclusive” or “unfavorable.” VACI-Affiliated Providers are not employed, engaged, or compensated by VACI in any way, nor does VACI control or dictate any Provider’s judgment or documentation.

5. **STANDARD FEES AND PAYMENT TERMS**

(a) VACI does not charge you any up-front fees. You owe no fee to VACI until you receive an increase in your VA disability benefits, unless otherwise set forth in this section or the "Alternate Fee Payment Terms" set forth in Appendix A-1 hereto.

(b) Subject to any fee modifications or alternate fees that may be set forth in Appendix A-1 hereto, Client agrees to pay VACI a Membership Fee (the "Standard Membership Fee") in an amount equal to six times the amount of the increase in Client's Monthly Benefit Award following the Effective Date. For example, if Client's Monthly Benefit Award increases by \$1,000 per month, then VACI's Standard Membership Fee is \$6,000.

(c) If Client owes VACI a Standard Membership Fee, Client has the following payment options:

- (i) **Option #1 - Lump Sum.** If Veteran selects this option, VACI agrees to a 10% discount of the total fee owed. For example, if a Veteran owes VACI \$6,000, a 10% discount would be applied to the total owed (10% of \$6,000 is \$600). Thus, the total owed would be calculated as follows: \$6,000 - \$600 = \$5,400.

The lump sum amount shall be paid via ACH electronic transfer (no fee), bank check (no fee) or credit card (2.9% processing fee added to the total owed) to VACI within seven (7) calendar days of the first month the veteran receives their new VA disability compensation payment(s) from the VA.¹

- (ii) **Option #2 - Monthly Installments.** If Veteran selects this option, the total owed to VACI will be paid in twelve (12) monthly installments equal to one-half of the monthly increase with no interest. For example, if a Veteran owes VACI \$6,000, each month's installment would be \$500 for the next 12 months).

The monthly installment shall be paid via ACH electronic transfer ONLY and to VACI within seven (7) calendar days of the first month the veteran receives their new VA disability compensation payment(s) from the VA, and each month thereafter, for a total of 12 months.

(d) For the purposes of this Agreement, "Monthly Benefit Award" shall include all: (i) VA compensation and pension; (ii) additional spouse/dependent award; (iii) concurrent retirement and disability pay; and (iv) combat related, aid and attendance, DIC, and any special monthly compensation awards.

¹ VACI offers the "Lump Sum" option because of high demand by Clients. Oftentimes, if a veteran obtains increased disability benefits, he/she also receives a significant amount of back-pay, leaving the Veteran with sufficient funds to pay the VACI fee in full.

(e) For the purposes of calculating VACI's Standard Membership Fee, the parties will use the Veteran's current VA disability rating and current monthly payment inside their eBenefits and/or va.gov account, as of the date this Agreement is executed.

(f) Veteran agrees to notify VACI in writing within seven (7) calendar days of any change in benefits that Veteran receives following the effective date of this Agreement. Veteran agrees to upload a copy of the documentation of his/her new VA disability rating within seven calendar days of receiving same to his/her HIPAA compliant Google Drive folder. Veteran agrees and consents to VACI contacting the VA to verify any change in benefits.

(g) Fee Cap. Under no circumstances will Client's Standard Membership Fee exceed \$15,000.

6. ALTERNATIVE FEES AND PAYMENT TERMS

You may fall into one or more categories for which benefit increases are not completely or properly captured by the terms set forth above. Appendix A-1 sets forth alternative means by which VACI's compensation is to be determined.

7. ADDITIONAL PAYMENT TERMS AND ACKNOWLEDGEMENTS

(a) In the event that Veteran has not made payment to VACI within 30 calendar days following receipt of any additional benefit payment, the outstanding balance due to VACI will be subject to a 3% per month interest rate, or the maximum permitted by law, whichever is less, plus all expenses of collection, for any unpaid balances. Veteran agrees to pay the interest rate increase and expenses of collection if Veteran does not pay VACI in accordance with the terms and conditions herein.

8. MISCELLANEOUS PROVISIONS

(a) Entire Agreement, Modifications, and Waivers. This Agreement contains the entire agreement between VACI and Veteran. This Agreement may not be modified except by written instrument signed by both Parties and referring to the provisions to be modified. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Wherever the term "including" is used, it shall mean "including, but not limited to". This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same agreement.

(b) Headings, Advice of Counsel, and Drafting. Headings used in this Agreement are provided for convenience only and will not in any way affect the meaning or interpretation of each section. The Parties acknowledge that they have been advised by counsel of their own choosing or have had the opportunity to consult such counsel, and therefore waive any canon of construction that would construe this agreement more heavily in favor of one party over the other, and that its terms will be interpreted without any bias against one Party as drafter.

(c) Governing Law, Disputes. This Agreement shall be governed and construed exclusively by and under the laws of the State of Texas, without regard to its conflicts of laws rules. The state courts located in Travis County, Texas, 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.

(d) Attorney Fees. In any dispute arising out of or relating to this agreement, the prevailing party shall be entitled to recover its attorney fees and reasonable costs. If Veteran refuses to pay VACI's fee, Veteran also agrees to pay VACI the costs of collection of such debt, including its attorney fees and court costs.

(e) Authority, Assignment, and Delegation. No employee or agent of VACI other than the CEO has the authority to bind or commit VACI or extend promises on behalf of VACI to a veteran. Client may not assign or subcontract any rights or delegate any of his/her duties under this Agreement without VACI's prior written approval.

(f) LIMITATION OF LIABILITY.

(i) IN NO EVENT SHALL VACI BE LIABLE TO VETERAN OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT (INCLUDING ANY REDUCTIONS IN OR DENIALS OF BENEFITS FROM, OR ANY FINES OR PENALTIES ASSESSED BY, ANY GOVERNMENT AGENCY) OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT VACI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(ii) IN NO EVENT SHALL VACI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO VACI PURSUANT TO THIS AGREEMENT IN THE THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(g) Indemnification. Veteran hereby agrees to indemnify and hold harmless VACI, together with its owners, officers, employees, and affiliates (collectively, the "Indemnified Parties"), from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees (collectively, "Losses"), arising out of any third-party claim related to the services provided hereunder or Veteran's disability case with the Department of Veterans Affairs.

(h) **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Veteran under this Agreement or prepared by or on behalf of VACI in the course of performing services hereunder, including, without limitation, the Elite Experience Portal (EEP), mastermind group, buddy letter generator tool, and medical consultant services (collectively, the "Deliverables") shall be owned by VACI. VACI hereby grants Veteran a limited license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, U.S.-only, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Veteran to make reasonable use of the materials, Deliverables, and services being provided hereunder during the term of this Agreement.

(i) **Confidentiality.** From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within five days thereafter, is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Agreement; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information; but that Confidential Information shall include all Intellectual Property Rights and Deliverables. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; and (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

(j) **Financial Interest Disclosure & Informed Consent.** VACI, VMCs, VACI-Affiliated Providers, and/or other companies or individuals may have financial interests in referrals amongst themselves, including referring you for services. Veteran client has the right to choose the provider of his/her health care services; therefore, you have the option to use providers other than those to whom you may be referred by VACI. It is a mission of VACI to supply veteran client with high quality information and referrals to independent medical providers. You will not be treated differently by VACI if you choose to see a medical provider other than those referred to you by VACI. By entering this agreement, you acknowledge these disclosures, you voluntarily enter this agreement, and you consent to referrals and other transactions where financial arrangements among VACI, VMCs, and/or health care providers may occur.

(k) Binding Arbitration of All Disputes. For any dispute arising out of or relating to this Agreement, the parties hereby agree that the matter or dispute shall be submitted to arbitration according to rules of the American Arbitration Association (“AAA”). The arbitration shall be conducted in Travis County, Texas. The matter shall be decided by a single arbitrator selected according to such rules of the AAA. Any claim submitted for arbitration will be arbitrated on an individual basis only. Both Veteran and the Company expressly waive the right to commence or be a party to any class or collective action claim or to bring any claim against the other party jointly with or on behalf of any other person. The arbitrator will not have authority to join or consolidate arbitration claims made by Veteran or other persons. The cost of arbitration shall be borne as the arbitrator shall determine on Final Award. Each party shall bear its own respective attorney’s fees during the arbitration, but the arbitrator may award all or part of the reasonable attorney’s fees incurred to the prevailing party. The results of the arbitration shall be binding upon both sides and no appeal shall be available therefrom. Notwithstanding this section, either party may seek a temporary restraining order and a temporary injunction (i) with regard to the enforcement of the provisions of Sections 5, 6, 7 and/or 8 prior to or during the pendency of any such arbitration; or (ii) to maintain the status quo pending the referral of any dispute to arbitration and the appointment of the arbitrator. Further, notwithstanding the foregoing, the parties will not be required to arbitrate any claims that cannot be arbitrated as a matter of law or claims under any other statute that validly bar pre-dispute arbitration agreements under the Federal Arbitration Act.

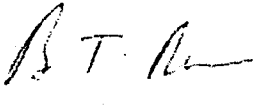
(l) Equitable Relief. Veteran acknowledges that any breach or threatened breach of Sections 8(h) and 8(i) of this Agreement will result in irreparable harm to VACI for which damages would be an inadequate remedy. Therefore, VACI shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach. Such equitable relief shall be in addition to VACI’s rights and remedies otherwise available at law.

(m) Termination. This Agreement may be terminated by either party with 30 days’ advance written notice (email to VACI’s CEO is acceptable) for any reason whatsoever. However, Veteran understands and agrees that the provisions of Section 5, 6, 7 and/or 8 (including Veteran’s obligation to pay the fees set forth in Section 5 of this Agreement) will survive such termination.

[SIGNATURE PAGE FOLLOWS]

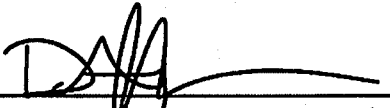
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date mutually signed and agreed upon on the last page.

VA CLAIMS INSIDER, LLC

By: 

Brian T. Reese
Founder & CEO

VETERAN

By: 
Derick Jordan (May 4, 2020)

APPENDIX A-1
ALTERNATIVE FEE PAYMENT TERMS

If your situation falls into one of the following scenarios, you agree that the Standard Membership Fee arrangements in this Agreement may not be sufficient, and that the specified Alternative Fee will be appropriately charged:

Alternative Fee - Scenario 1

1.1 You are receiving Individual Unemployability (IU) (e.g., you are receiving 100% pay, but have a rating less than 100% due to unemployability), but yet, you desire to attempt to get either a 100% scheduler VA rating or 100% Permanent and Total (P&T) rating.

1.2 In this situation, the Standard Membership Fee does NOT apply to your situation. Because your case still requires extensive time, energy, and medical consultant services, you agree to pay VACI a flat fee of \$5,000 in the event you go from receiving IU to becoming either 100% scheduler or 100% P&T after entering this Agreement.

Alternative Fee - Scenario 2

2.1 You are rated at 100% scheduler but wish to attempt to achieve a 100% Permanent and Total (P&T) rating.

2.2 In this situation, the Standard Membership Fee does NOT apply to your situation. Because your case still requires extensive time, energy, and medical consultant services, you agree to pay VACI a flat fee of \$5,000 in the event you go from a 100% scheduler rating to 100% P&T after entering this Agreement.

VA Claims Insider Elite - Membership Agreement

Final Audit Report


2020-05-05

Created:	2020-05-05
By:	Brian Reese
Status:	Signed
Transaction ID:	CBJCHBCAABAAuiNVStwgtipa6KeQSc0KAnwMBFislvv-

"VA Claims Insider Elite - Membership Agreement" History

 Web Form created by Brian Reese

2020-02-28 - 11:34:04 AM GMT

 Web Form filled in by Derick Jordan

2020-05-05 - 3:43:05 AM GMT - IP address: 76.186.213.124

 User email address verification waived

2020-05-05 - 3:43:06 AM GMT - IP address: 76.186.213.124

 Signed document emailed to Brian Reese

and Derick Jordan

2020-05-05 - 3:43:06 AM GMT



POWERED BY
Adobe Sign

Telemedica

INVOICE #I-00001019

From:

Company name: Telemedica
 Company phone:
 Company email: telemedicascheduling...

Date: 05.20.2020 02:46 PM
 Due date: 05.20.2020 03:46 PM
 Payment processor: PayPal
 Sale status: Payment received

To:

Client name: Derick Jordan
 Client phone: +19728497383
 Client email:

#	Name	Price	Qty	Tax	Amount
1	Independent Psych Eval - Teleconference (05.28.2020 03:00 PM, wpu16b6rm)	\$395.00	1	\$0.00	\$395.00

Total amount: \$395.00



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-257204

Received Date: June 22, 2020

CONSUMER INFORMATION

Primary Consumer:

Michael Warner

Secondary Consumers:

Consumer Contact Person:

Consumer Address:

15911 Hermitage Oaks Dr.

Tomball, TX 77377

Harris County

United States

Consumer Contact Information:

Home: (574) 536-7398

RESPONDENT INFORMATION

Primary Respondent:

Va Claims Insider

Secondary Respondents:

Respondent Contact Person:

Dan Quick

Respondent Address:

3575 Far West Blvd Ste 28983

Austin, TX 78731

Travis County

United States

Respondent Contact Information:

Business: (737) 241-9823

Email: Unknown

COMPLAINT SUMMARY

I'm not writing this to avoid paying a fee. I'm writing this to warn other vets of their VACI's unethical business practices and to show how parasitic they are. I contacted the VA Claims Insider (VACI) for possible assistance with a VA disability claim and on May 20th 2019 I signed. Soon after, the representative or coach I spoke to named Dan, told me he could get me to 100%. I told him that I had gotten myself to 80% and currently I have a claim that was filed on Aug 18th 2017 and it's in the RAMP process for a reevaluation decision. The last thing I needed was the VA contract examination, LHI, Medical Opinion for my which I had on March 29, 2019. After that I was just waiting for the decision. While speaking to Dan, I asked him if that If he found something I missed and we filed for it, would it be a door way to my claim or other claims I have and he said no. We agreed that my claim was off limits as I had done all the work and was just waiting for a decision. I also asked Dan about the fee and he told me that if he / VACI didn't help me get an award, there would be no fee. It was at that time that Dan then told me about and told me that if we filed it, it would most likely get me to 100% before my decision came back. However, other than signing up for VACI, I have never taken a class or used their tools. They can see that by their sign in logs and I only had 2 or three video chats with Dan during the whole process. I have a friend that helps me write statements and answers emails and texts for me. He's writing this for me now. When I signed up with VACI to



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-257204

Received Date: June 22, 2020

begin the process, the first thing I told Dan that I needed for someone to be able to help me with potential claims. I can't use any of the tools on the website. It's embarrassing but I can't

It also As this is being written, I just recently was won my claim for my and was previously 80% for my I lost my job and income of 70 to 100k because of my disabilities. I lost my house, cars, wife and am about to declare bankruptcy. Dan said he would help me and I trusted him. Up our first chat Dan asked me for my PW and Log in for E benefits so he could review my files and help me with my forms. (Despite the company policy, which I didn't know about, he did this). I thought it was normal. (I have a witness). He sent me for a for my claim that I paid \$395.00 for and for some reason it was a combo for and When I asked him why, he said that for that's how it was done. He also told me he needed statements for the and I asked him if he would look at the ones I used for my claim to see if they would work.

I didn't think they were that good and if he needed more I would redo them. On June 3rd, 2019 Dan logged onto my computer and helped me file a claim. I trusted him, did the paperwork as he instructed and didn't question him because I thought he was an expert and had my best interest at heart. However, unbeknownst to me he also filed a VA Form

I didn't know why he did this because I had already filed a VA Form

back on December 7, 2018. When I asked him why he told me it would increase my chances of winning my new claim. I didn't know what a mistake I had made until later when he tried to take credit for my claim and bill me after I was awarded my 100%. He submitted the (Psych Exam) Disability Benefit Questionnaire, by Dr. ***** dated April 12, 2019, received June 3, 2019. On Aug 26th 2019 I was awarded 50% which brought me from 80% to 90%. In the decision benefits letter the list of evidence it showed 17 items that I had filed from Aug 2017 to Mar 2019 that allowed me to win my claim. Nothing he had filed or done had any impact on my decision. He filed a claim for which was a completely separate claim and to this day still stuck in VA limbo.

Upon the award of my claim I was immediately sent a bill from VACI for \$1501.62 and I immediately questioned it. I showed them that the he helped me file had no bearing on my award. Then tried to justify the bill be telling me that the he sent me to and I paid for, was the reason I was awarded the claim. I then reminded Dan of what he said to me about my claim being off limits and sent him the Decision letter evidence information break down showing what was used and not used by the VA in my 50% decision. In the evidence review of the VA's information used to render the decision, the Independent examination that I spent \$400.00 on was useless and not used or considered. The VA said it didn't carry weight because she wasn't my treatment doctor and she had no records. Below is the actual decision.

Review of all available evidence strongly supports a rating of 50 percent. While you did submit a dated April 12, 2019, there was no corroborating medical evidence submitted to support the exam results. Review of VA treatment records from the Houston VA Medical Center spanning from March 17, 2015 to August 5, 2019 in conjunction with your LHI exam dated October 23, 2018 held a higher probative value. The VA contract examiner diagnosed linked to from military service supported by markers noted during service and since separation



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-257204

Received Date: June 22, 2020

from service, in a report dated March 28, 2019.

After a brief email exchange VACI cancelled their fee. Below shows my last email and the companies response. It shows my bill paid but I never paid it. There are no records showing I did in my bank statements. By doing this they agreed they didn't have a hand in my Claim or award.

Above shows the cancellation of my fee. I never paid it and they never made me pay. I guess that was their way of erasing it.

On Feb 10, 2020 the people that helped me with my claim all along filed a Supplemental claim 20-0995, a statement from ex-wife, a duplicate personal statement, a statement from my brother. Then the CAPRI Notes Houston from VAMC11/18/8 to 04/08/20 on April 14,2020. Claim on appeal letter received April 14, 2020. I had filed a Notification letter VA 20-8993, VA 21-0290 PCGL received on April 24,2020. On May 7, 2020 I attended an LHI review. on May 11, 2020. I was awarded my 100% for my . My effective date was Feb 10, 2020.

Dan texted me and he said he could still get me the rest of the way to 100% and I told him I would be interested in hearing what he had to say. When he called me, I asked him what had happened and why I was billed. He said it was a mistake. I believed him. He then asked me about the Claim that we filed on June 3rd 2019. I looked on the VA website but it wasn't there. When I called the VA they said they canceled it and refiled it under a fully developed claim and it should be visible in 30 days. Dan then said we should resubmit the claim and seemed rather insistent on it. He's the expert, so on April 7, 2020 we did. The VA replied shortly after and said that the second claim was null because the original one Dan had done June 3rd 2019 with me was still valid. It was just in another phase of the process. I was awarded my 100% for my . My effective date was Feb 10, 2020. Once again, it was nothing VACI had done. The second claim Dan filed that was turned down by the VA for the original one that he and the company agreed had no bearing on my first award. However, again, I immediately received a bill for from Brian Reese for "Total owed to VA Claims Insider for \$ 9791.22". At that point Dan, the VACI office staff and I went back and forth. Dan then completely back pedaled and said he helped me prepare for the C&P Exam and I told him yes, that he helped me with the exam. I already had my claim in RAMP and didn't need his help it was already done. He then said we uploaded the independent and used them twice. I then said yes, once for the original Claim and the second for the duplicate claim which the VA threw out. Keep in mind that the VA found the Independent examination that I spent \$400.00 on was useless and not used or considered. The VA said it didn't carry weight because she wasn't my treatment doctor and she had no records. (Please see the VA Decision above). Also, per VACI dropping their claim to my first award because they had no hand it me getting it, so why did they think they had a right to my final 50%. Four days after my final LHI exam I was awarded my 100%. Just because it took the VA this long to award me my 100% doesn't mean I haven't been suffering with it for a long while. My treatment



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-257204

Received Date: June 22, 2020

records reflect everything. I just can't believe what VACI is trying to do to me. I dare them to say I'm trying to avoid paying them. I told them that I am a man of my word and if the claim they filed comes in, I will be more than happy to pay them. Per Brian's own words to another Veteran: Our company policy is that we do NOT ever access a veteran's sensitive personal information in any way. By law, and in accordance with our signed VA Claims Insider Elite Membership Agreement, veterans are required to prepare and file their own claim or work with an accredited VSO representative. If the veteran can show that we didn't take him from 50% to 100% in accordance with our signed VA Claims Insider Elite Membership Agreement, of course, we would never ever charge a fee for our education-based resources. If this is truly the case, we would not charge a penny for our services. Thanks, ***

Below is the response from the company based on my extensive correspondence with them about their unethical business practices. She says the complete opposite of what Brian states above. She says that the \$9791.22 is for the support, coaching and guidance. She also sent me a copy of the contract which I should have originally read but I didn't. I fell for the website as appears to give hope to Veterans in need and then infects you like a parasite that you can never get rid of. I owe in excess of \$80,000.00 to family and friends that helped keep me and my family going over the past 4 years when I became unable to work and was fighting the VA. Now that I have won claims completely unrelated to them, VACI is trying to take money for something they never took part in and told me they would never touch. Maybe this is all a big mistake. I hope so. I don't want a company representative saying that he never knew anything about this situation because I have all the emails discussing the situation with the final result and email below.

If you are thinking of signing up with VACI, Please read the contract!!! I have included part of the contract just below this email. It basically states that if you sign up with these people you will pay them for any and everything you do or any money you receive. Before, during and after you signed. Regardless of whether they helped or not. You are better off with a lawyer that specializes in VA claims. At least they have fixed policy and fees. If you have anything going on DON'T SIGN UP WITH THEM!!! Buyer beware... Once you invite this demon in your house, you will pay for it "literally" for the rest of your fight with the VA.

Supplemental Fees and Terms

6. You have pending claims that have not yet been adjudicated by the VA or you file additional claims on your own. NOTICE: Any pending claims that have been filed prior to signing this agreement that have not been adjudicated by the VA, and additional claims that you file on your own without VAI's assistance can dramatically impact the viability of your case. These types of claims often add significant workload for VAI and can adversely impact the case strategy etc. Due to this, VAI would prefer NOT to work on cases that have pending claims that have yet to be adjudicated by a VA Regional Office and we would prefer to pass on cases



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-257204

Received Date: June 22, 2020

where the veteran intends to file additional claims on their own. HOWEVER, if the Veteran wishes to proceed and not wait for those claims to finish routing through the system, you hereby understand that VAI will participate in ANY increased award from any pending claims the veteran filed with the VA prior to executing this agreement or any new claims the veteran files with or without VAI's assistance after this agreement is filed up until the active claims VAI is working on with the veteran are fully resolved and VAI advises the veteran that no further case development is viable. We encourage you to NOT execute this agreement if you have any pending claims and are not comfortable with VAI participating in the potential pending award. As of the effective date of this agreement, VAI's fee will be due regardless of whether the Veteran has a pending claim, or whether VAI initiates the claim. History has proven that these cases are typically a mess and extremely time consuming. VAI's fee for these cases is 6 months' worth of the increase in benefit for any previously filed claims or any claims the veteran files on their own while still waiting for final adjudication on active claims VAI is assisting with. Payment shall be sent to VAI at the address at the top of this agreement within 2 business days of receipt of the increased monthly benefit award from the VA every month until VAI's fees are paid in full.

For example, if you are currently getting paid at the 10% pay scale rate and you have a pending claim that VAI did not assist you with ends up getting approved and it causes you to move up to the 50% pay scale level, you agree that you would be responsible for paying VAI 6 months' worth of the increase in pay from the 10% to the 50% even though you filed that claim without VAI's assistance.

I have emails, texts and documents to back this up.

Written by Kevin B. for Michael W.

COMPLAINT DETAILS

First contact with business: Other
Other: Veteran disability assistance website
Solicitation in other language:

Transaction Place: Over the computer
Other:
Contract Signed: Yes

Amount Requested: \$9,791.22
Amount Paid: \$0.00
Method of Payment:
Payment Subtype:
Date of Payment:



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-257204

Received Date: June 22, 2020

Complained to Business: Yes

Date of Complaint: June 15, 2020

Business Response: The Company filed a claim of _____ for me which is still in the VA system and has not been decided. The representative and company originally tried to bill me \$1501.62 when I was awarded my _____ Claim which they had no part of. After several emails back and forth, they realized they didn't file or have a hand in that claim that I won as it had been filed in 2017 by someone else and in the RAMP process and waiting for a verdict in 2018. I signed up with VACI on May 20th 2019 so they they dropped it and I received an email saying the bill had been paid and processed. Since I didn't pay it, I figured that was their way of dropping the incident. However after the people that helped me win the first _____ claim filed for the remaining 50% of my _____ claim, the VACI people immediately sent me another bill for \$9791.22. When I emailed the company and asked them why since they weren't entitled to any of my original _____ claim, what makes them think they are entitled to remaining portion I just received? I was sent an email which read.

Attachments

Fri, Jun 12, 1:06 PM (10 days ago)

to me, Dan

Michael,

Thank you for sharing your thoughts and opinions.

We have taken the time to thoroughly review all email correspondence, text messages and details listed on your account. It is clear that you received the support, coaching and guidance we provide as outlined in the Agreement you signed with VACI. We do not bill based on specific claims, we bill for the education and coaching we offer to you once you join the program.

The balance due on your account is \$9791.22. You may take care of your obligation either by lump sum payment with a 10% discount or setting up a monthly payment plan, which ever you prefer.

Lisa M Reed

Veteran Account Manager

Finance Department

VA Claims Insider

214.880.8781

However, on a complaint on the Better business website the owner of the company said.

If the veteran can show that we didn't take him from 50% to 100% in accordance with our signed VA Claims Insider Elite Membership Agreement, of course, we would never ever charge a fee for our education-based resources. If this is truly the case, we would not charge a penny for our services. Thanks, *****

Contacted Another Agency or Private Attorney: No

Name and Address of Agency:



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-257204

Received Date: June 22, 2020

Action Taken by Attorney: no

COMPLAINT INFORMATION

CGS Analyst: pam.yediaras@oag.texas.gov

CPD Region: Austin

Complaint Source: Web

VA Claims Insider no-reply@vaclaimsinsider.com

Mon, Mar 9, 2:32 PM

to me

Hi Michael!!

Your payment has been processed and you should have received a receipt in your email inbox. We want to thank you so much not only for your service to our country but for the honor of letting us be a part of your journey and trusting us with your claim.

Sincerely The VA Claims Insider Family

I didn't pay this. They cancelled my bill because they knew they didn't have anything to do with submitting, fighting for or winning my claim.

On Mon, Mar 9, 2020 at 5:16 PM Michael Warner

wrote:

Hey Dan,

The increase I received was from a claim I had put in for way before we met. Just because I received an increase didn't mean it came from you. I have received a bill stating that because I had a 10% increase I now owe you money. I sent you a copy of the decision letter. As I stated, the increase came from my claim and not your claim. I would be interested in hearing how you may possibly be able to help get the last 10%. I have included a copy of my decision letter. Thank you for your time. Have a great day.

--

Regards,

Michael Warner

Dan Quick <dan@vaclaimsinsider.com>

Mon, Mar 9,
10:21 PM

to me, Joel

Hi Michael,

My name is Shieldeen, Dan's assistant.

Thank you for your email. I will make sure that this is clarified with the team.

As for the last 10%, I kindly ask you to book an appointment with Joel Ruiz who is also CC'ed in this email, to help you for the next steps.

Grab an appointment here: <https://calendly.com/joel-93/60min>

Best regards,

Shieldeen Conejos

Administrative Support Director

Dan Quick

Veteran Master Coach - Team Lightning Quick

voice: 253 332 2530

text: 616 253 6333

email: dan@vaclaimsinsider.com

The owner of the company in an answer to a complaint on the Better Business Bureau's website said below that:

If the veteran can show that we didn't take him from 50% to 100% in accordance with our signed VA Claims Insider Elite Membership Agreement, of course, we would never ever charge a fee for our education-based resources. If this is truly the case, we would not charge a penny for our services. Thanks, ***

However: Below is the response from the company representative based on my extensive correspondence with them about their unethical business practices. She says the complete opposite of what Brian the owner, states above. She says that the \$9791.22 is for the support, coaching and guidance. She also sent me a copy of the contract which I should have originally read but I didn't. I fell for the website as appears to give hope to

Veterans in need and then infects you like a parasite that you can never get rid of. I owe in excess of \$80,000.00 to family and friends that helped keep me and my family going over the past 4 years when I became unable to work and was fighting the VA. Now that I have won claims completely unrelated to them, VACI is trying to take money for something they never took part in and told me they would never touch. Maybe this is all a big mistake. I hope so. I don't want a company representative saying that he never knew anything about this situation because I have all the emails discussing the situation with the final result and email below.

Fri, Jun 12, 1:06 PM (10 days ago)

to me, Dan

Michael,

Thank you for sharing your thoughts and opinions.

We have taken the time to thoroughly review all email correspondence, text messages and details listed on your account. It is clear that you received the support, coaching and guidance we provide as outlined in the Agreement you signed with VACI. We do not bill based on specific claims, we bill for the education and coaching we offer to you once you join the program.

The balance due on your account is \$9791.22. You may take care of your obligation either by lump sum payment with a 10% discount or setting up a monthly payment plan, which ever you prefer.

Lisa M Reed
Veteran Account Manager
Finance Department
VA Claims Insider
214.880.8781



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-289092

Received Date: June 17, 2021

CONSUMER INFORMATION

Primary Consumer:

Louis Young

Secondary Consumers:

Consumer Contact Person:

Consumer Address:

672 State Rt 4

St Jacob, IL 62281

Not in Texas County

United States

Consumer Contact Information:

Home: (618) 530-8376

RESPONDENT INFORMATION

Primary Respondent:

Va Claims Insider

Secondary Respondents:

Respondent Contact Person:

Adam Castro

Respondent Address:

3575 Far West Blvd Ste 28983

Austin, TX 78731

Travis County

United States

Respondent Contact Information:

Business: (737) 241-9823

Email: Unknown

COMPLAINT SUMMARY

I am a 66 y/o disabled veteran. I have a knee that is in such bad shape I am not a candidate for a replacement. I suffer from . My family suggested I submit a claim to the VA for increased disability benefits due to the continued deterioration of my knee. I had no idea where to begin, it was the peak COVID with masks and such, and being out in public and crowds causes me a lot of anxiety.

One night I came across VA Claimers Insider (VACI) on the Internet and they sounded ideal as I could do most things from home. Plus, VACI says they are veterans for veterans so I felt I could trust them. I did find their fees a bit high but figured at the time that given my disabilities I'd take a hit on that. I also read their Membership-Agreement and the first thing I did was scan through the document for a termination or cancellation clause. When I did indeed find a termination clause I found it to be written in very simple easy to understand terms. In essence it says either party can terminate the Membership-Agreement at any time and for any reason by sending a 30-day advance notice to the other party. The termination clause also had a provision that other sections of the Agreement, including the billing and payment section would survive the termination. I think of the termination clause as "the bait".



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-289092

Received Date: June 17, 2021

Then I read the Membership-Agreement and like the termination clause it was written in a relatively straightforward manner that was understandable to a lay person. Well, almost everything. The Limitation of Liability section was written in all cap letters and I read it a couple of times and admittedly didn't fully understand it due to the legal jargon and was uneasy about that, but the termination clause said that i could terminate at any time for any reason. The termination clause was the ONLY reason I signed the Membership-Agreement.

So I fulfilled all my obligations per the Agreement, took full advantage of the materials on their website, filed my claim, and was awarded an increase in my disability. This was about mid May and on May 31 tendered my first payment to VACI.

VACI touts themselves as an education service, or in their words; "our goal is to empower our clients with the information they need to be successful in their own claims journey." Well, I took that to heart. Once I realized that the VA system is not that complicated I decided to exercise my right to terminate and pursue VA business on my own and not have to give VA Claims Insider what I now realized was an overreaching fee (6x the amount of benefit increase) for the actual services I received.

So on June 10, 2021 I submitted my termination request in accordance with the termination clause. On 11 June 2021 I received an email from VA Claims Insider telling me I had to be paid in full before my Membership can be terminated. I think of this as the "switch".

There was nothing in the Membership-Agreement I signed that mentioned anything about an account needing to be paid in full before the termination would be allowed. I immediately suspected it had something to do with that Limits of Liability section with all the legal jargon. So on June 16, 2021 i took a copy of the Limits of Liability to a local attorney and after reading it he asked me "is this in a contract?" and when I said yes it was he said "this shouldn't be in a contract" and told me that per their Limits of Liability they have no liability, none, and by none I mean not even breach of contract. I call this the switch.

The impact of this for me is that I need to file an appeal for a claim I submitted to the VA last March. If I do that and increase my disability benefit VACI will get their 6x the benefit increase for doing absolutely nothing. I no longer need or want their services. It is my firm believe that VACI is denying my request for termination solely for economic gain. I can think of no other valid reason for them to be doing this.

How can this not be outright fraud when a business conducts themselves in this manner. They didn't provide full disclosure, they unilaterally changed the terms of the contract, and as long as they keep me burdened with their breached contract they're an outright detriment to my personal business with the VA.

Thank you for your time.

COMPLAINT DETAILS



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-289092

Received Date: June 17, 2021

First contact with business: I responded to a Website or e-mail solicitation

Other:

Solicitation in other language:

Transaction Place: At home

Other:

Contract Signed: Yes

Amount Requested: \$556.79

Amount Paid: \$556.79

Method of Payment: OTHER

Payment Subtype: Other Payment Method (Note in Comments)

Date of Payment: May 31, 2021

Complained to Business: Yes

Date of Complaint: June 12, 2021

Business Response: It took them 1 day to tell me I couldn't terminate my membership. Other than that I've had absolutely no response yet from VACI.

Contacted Another Agency or Private Attorney: No

Name and Address of Agency:

Action Taken by Attorney:

COMPLAINT INFORMATION

CGS Analyst: elizabeth.chun@oag.texas.gov

CPD Region: Austin

Complaint Source: Web

Re: Notice of termination of Membership AgreementMonica Mae De Dios <mdedios@vaclaimsinsider.com>

Fri 6/11/2021 10:30 PM

To: M C

Cc: Adam Castro

Hello, Louis!

We received your request for contract cancellation through VACI Support. We have forwarded this to our SVC however, upon checking, the request will be granted once payment is already done in full.

If you have any questions, you may also directly set a meeting with your coach, Adam.

Thank you!

Monica Mae De Dios

E: mdedios@vaclaimsinsider.com

P:

W: <https://vaclaimsinsider.com>

A: Schedule a Meeting

VACI One - Coaching & Calendar of Events

On Fri, Jun 11, 2021 at 4:28 PM Reyna Sierra Paner-Rovelo <support@vaclaimsinsider.com> wrote:

Hi Louis,

Thanks for reaching out, and congratulations on your win! ;)

I'd be happy to forward your "Contract Cancellation Request" to our management for review.

Once clear, we will send a separate email to confirm the cancellation of your contract with us.

Please know we have a process in place that we have to comply with in order to get this request processed.

Thank you for your patience. Have a wonderful evening!

Regards,

Reyna Sierra Paner-Rovelo*VACI - Support*E: support@vaclaimsinsider.comW: <https://vaclaimsinsider.com>

On Thu, Jun 10, 2021 at 10:02 PM M C

wrote:

Hello VA Claims Insider Support,

I found your website to be just what I needed to get started on my VA claim. I learned alot, got some good advice, and obtained a 40% bump in my rating. Using the knowledge and resources I learned about should I ever need to file any future claims I now have the confidence I need to navigate the process. So I am submitting my 30-day advance written notice to terminate my VA Claims Insider Elite - Membership Agreement per section 8 (m).

Sincerely,

Louis C. Young Jr

IMPORTANT: The information contained in this transmission may contain privileged and confidential information, including patient information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.



VA CLAIMS INSIDER ELITE - MEMBERSHIP AGREEMENT

This Elite Membership Agreement, this ("Agreement"), is entered into effective as of the latest date set forth on the signature page hereto, the ("Effective Date"), by and between ("Client" "you", "your" or "Veteran"), an individual named on the signature page hereto, and VA Claims Insider, LLC, a Texas limited liability company ("Company," "we" "our" or "VACI"), with its principal place of business at 3575 Far West Blvd. #28983, Austin, Texas 78731. VACI and Veteran may be referred to herein as the "Parties" or in the singular as "Party."

RECITALS

A. VACI operates an education-based coaching and consulting business for veterans exploring eligibility for increased disability benefits and who wish to learn more about that process; and

B. VACI is NOT an "accredited" or "recognized" Veteran Service Organization (VSO), claims agent, claims attorney, or entity recognized by the Department of Veterans Affairs (VA). VACI is not affiliated with the VA in any way; and

C. **VACI does NOT assist Clients with the preparation, presentation, and prosecution of VA disability claims for VA benefits, and neither shall any VACI Veteran Master Coach (VMC).** VACI also does not provide legal advice, and neither do any VACI VMCs; and

D. Client shall prepare and file his/her own claim (and should consider doing so utilizing free government websites such as ebenefits.va.gov, va.gov), or work with an accredited VSO, VA claims agent, or VA claims attorney (many of which offer services for FREE); and

E. Client desires access and permission to use the VACI Elite membership program proprietary resources. Client may also wish for VACI to refer him/her to qualified independent medical providers to review, and, if such provider deems appropriate, perhaps supplement, Client's medical record, and

E. VACI will provide the Client with access and permission to use the VA Claims Insider Elite membership program proprietary resources for as long as this agreement remains effective; and

F. Client acknowledges that utilization of VACI's Elite membership program is NOT required to submit a claim for VA disability benefits, and that Client may achieve a positive VA disability claim outcome without the use of VACI's resources or services.

1. CLIENT COMMITMENTS

BEFORE executing this agreement, Client understands, acknowledges, and agrees to the following:

(a) Client is solely responsible for the truth, accuracy, and timeliness of any claim he/she may submit to obtain VA disability benefits.

(b) Client hereby acknowledges that COMPLETELY FREE resources are available to assist with his/her VA disability claim.

(c) **Because VACI does NOT assist Client with the preparation, presentation, and/or prosecution of his/her VA disability claim for VA benefits, and does not provide legal advice, VACI recommends that Client employ an accredited VSO, VA claims agent, and/or VA claims attorney to assist Client with the preparation, presentation, and/or prosecution of his/her VA disability claim. A list of accredited VSOs can be found HERE, and a list of accredited VA claims agents and/or accredited VA claims attorneys can be found HERE.**

(d) Client agrees that he/she knows about, and has already explored, the FREE non-VACI resources available, and desires to become a member of VACI's Elite Membership Program with the knowledge that the Client could achieve his/her desired VA rating and VA benefits for FREE and WITHOUT the use of the VACI's resources and/or services. **VACI encourages you NOT to execute this agreement unless you have already exhausted other FREE resources available to veterans.**

(e) Client hereby understands that Client may obtain review of his/her medical records and condition from his/her own medical providers, possibly even FREE of charge, and that the services of VACI or other consultants are not required to obtain medical services in support of his/her VA disability claim.

(f) Client hereby acknowledges that VACI will not work on a claim that has already been filed. VACI will not work with or assist any VA-recognized or VA-accredited VSO, VA claims agent, and/or VA claims attorney. Nor will VACI ever refer Client to any VA-recognized or VA-accredited VSO, VA claims agent, and/or VA claims attorney.

(g) Client hereby acknowledges that VACI does NOT participate in any VA disability claim appeals. Additionally, VACI will never receive any sort of retroactive back-pay compensation in connection with any disability claim appeal. Nor will VACI ever refer Client to any VA-recognized or VA-accredited VSO, VA claims agent, and/or VA claims attorney for the purposes of a disability claim appeal.

(h) Client hereby consents to receive emails, phone calls, and/or text messages from VACI, VACI team members (including VMCs), and independent medical providers in our referral network, for purposes of exchanging pertinent VACI Elite Membership Program information.

(i) Client hereby commits to maintaining an active eBenefits premium account and/or va.gov premium account (sign up for a free account at ebenefits.va.gov or va.gov). VACI will NOT have access to either of these accounts.

(j) Client hereby consents to using a HIPAA compliant Google Drive folder, which will be created for you freely after you execute this agreement, for purposes of the independent medical provider's review purposes, Independent Medical Opinions and Nexus Statements, or any other health care service, if warranted.

(k) Client hereby commits to uploading a copy of his/her eBenefits or va.gov Summary Verification Letter within seven calendar days of signing this Agreement to his/her HIPAA compliant Google Drive folder.

2. PRIVACY POLICY; LIMITED WARRANTY

(a) An electronic version of the notice will be posted at: <https://vaclaimsinsider.com/>. We reserve the right to change the privacy practices described in this notice. We reserve the right to make the revised or changed notice effective for protected health information we already have as well as any information we may receive in the future. We will post a copy of the current notice at each VACI entity and at each VACI facility. In addition, each time you register at or are admitted to VACI for medical assessments or health care services, you may request a copy of the current notice from the location of your care provider or you may request a copy of this notice from the VACI Chief Security & Compliance Officer.

(b) VACI warrants that it shall perform the services set forth below in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(c) VACI MAKES NO WARRANTIES REGARDING ITS SERVICES EXCEPT FOR THOSE PROVIDED IN SECTION 2(B) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

3. SERVICES TO BE PROVIDED BY VACI

(a) VACI's Elite Membership Program membership fees are for access and permission to use the VACI Elite Membership Program proprietary resources prior to Client's preparation, presentation, or prosecution of his/her disability claims. The fees owed to VACI are NEVER for claim preparation or assistance. Again, Client is solely responsible for preparing, presenting, or prosecuting any such forms or materials to the VA—VACI does NOT assist with that.

(b) VACI provides automated tools for Client to complete his/her own claim, to include training videos and form generators. Client is solely responsible for the truth, accuracy, and timeliness of his/her own claim. Client releases VACI from any responsibility associated with the truth, accuracy, or timeliness of any VA claim for VA disability benefits made by the Client with the VA.

(c) VACI and/or its VMCs will review your service treatment records, VA medical records, private medical records, VA Claims File (C-File) documents, and medical case history as VACI deems necessary. In addition, VACI and/or its VMCs will provide you with guidance in navigating the available VACI resources and in assessing your eligibility for VA disability benefits.

(d) VACI does NOT guarantee that it will accept your case and/or that you will receive any medical services. Some cases are not appropriate for our services and/or our network of independent medical providers (VACI-Affiliated Providers) are fully empowered to refuse service without fear of negative consequences.

(e) VACI does NOT guarantee that your VA disability claim will be approved by the VA. Determination of VA disability benefits is made solely by the Department of Veterans Affairs and not by VACI. As such, VACI is not responsible and cannot be held liable for the VA disability benefits for which a veteran may be eligible. In fact, the VA may decrease benefits in some cases. Client understands that VACI makes no promises or representations as to what your

case or claim will ultimately be worth. Thus, Veteran understands and agrees that he/she cannot hold VACI responsible for any decrease in benefits that may occur.

4. VACI REFERRALS TO MEDICAL PROVIDERS

(a) VACI may assist you by referring you to a medical provider (herein, a “VACI-Affiliated Provider”, who is empowered with the independent authority and freedom to exercise his/her own professional judgment. A VACI-Affiliated Provider may conclude that a claim lacks credible evidence to establish a “Nexus” for service connection without fear of negative repercussions.

(b) VACI-Affiliated Providers charge for their services at reduced rates for VACI Elite Program members. Such services must be paid for by Client with a credit card and Client agrees not to submit such claims for reimbursement to any health care benefit program. The VACI-Affiliated Providers have agreed to the following fee schedule:

<u>Service</u>	<u>Fee</u>
Examination Fee	\$100
Permanent and Total (P&T) Request Letter	\$375
Independent Medical Opinion & Nexus Statement	\$375
Psychological Evaluation and Independent Medical Opinion (IMO)	\$395

If an in-person evaluation is required, such as a Range of Motion (ROM) test or a medical diagnosis of a disability/condition from a Medical Doctor (MD), the providers reserve the right to charge an additional fee for such services.

(c) VACI-Affiliated Providers independently review and analyze your case. They are fully empowered to refuse service to any Client for any reason. Moreover, they may or may not agree to complete medical documentation for you.

(d) VACI offers NO GUARANTEE that a VACI-Affiliated Provider’s opinion will be “favorable” to the Client’s VA disability claim. If there is insufficient medical evidence to support your claim, the opinion provided may be “inconclusive” or “unfavorable.” VACI-Affiliated Providers are not employed, engaged, or compensated by VACI in any way, nor does VACI control or dictate any Provider’s judgment or documentation.

5. STANDARD FEES AND PAYMENT TERMS

(a) VACI does not charge you any up-front fees. You owe no fee to VACI until you receive an increase in your VA disability benefits, unless otherwise set forth in this section or the “Alternate Fee Payment Terms” set forth in Appendix A-1 hereto.

(b) Subject to any fee modifications or alternate fees that may be set forth in Appendix A-1 hereto, Client agrees to pay VACI a Membership Fee (the “Standard Membership Fee”) in an amount equal to six times the amount of the increase in Client’s Monthly Benefit

Award following the Effective Date. For example, if Client's Monthly Benefit Award increases by \$1,000 per month, then VACI's Standard Membership Fee is \$6,000.

(c) If Client owes VACI a Standard Membership Fee, Client has the following payment options:

- (i) **Option #1 - Lump Sum.** If Veteran selects this option, VACI agrees to a 10% discount of the total fee owed. For example, if a Veteran owes VACI \$6,000, a 10% discount would be applied to the total owed (10% of \$6,000 is \$600). Thus, the total owed would be calculated as follows: \$6,000 - \$600 = \$5,400.

The lump sum amount shall be paid via ACH electronic transfer (no fee), bank check (no fee) or credit card (2.9% processing fee added to the total owed) to VACI within seven (7) calendar days of the first month the veteran receives their new VA disability compensation payment(s) from the VA.¹

- (ii) **Option #2 - Monthly Installments.** If Veteran selects this option, the total owed to VACI will be paid in twelve (12) monthly installments equal to one-half of the monthly increase with no interest. For example, if a Veteran owes VACI \$6,000, each month's installment would be \$500 for the next 12 months).

The monthly installment shall be paid via ACH electronic transfer ONLY and to VACI within seven (7) calendar days of the first month the veteran receives their new VA disability compensation payment(s) from the VA, and each month thereafter, for a total of 12 months.

(d) For the purposes of this Agreement, "Monthly Benefit Award" shall include all: (i) VA compensation and pension; (ii) additional spouse/dependent award; (iii) concurrent retirement and disability pay; and (iv) combat related, aid and attendance, DIC, and any special monthly compensation awards.

(e) For the purposes of calculating VACI's Standard Membership Fee, the parties will use the Veteran's current VA disability rating and current monthly payment inside their eBenefits and/or va.gov account, as of the date this Agreement is executed.

(f) Veteran agrees to notify VACI in writing within seven (7) calendar days of any change in benefits that Veteran receives following the effective date of this Agreement. Veteran agrees to upload a copy of the documentation of his/her new VA disability rating within seven calendar days of receiving same to his/her HIPAA compliant Google Drive folder. Veteran agrees and consents to VACI contacting the VA to verify any change in benefits.

¹ VACI offers the "Lump Sum" option because of high demand by Clients. Oftentimes, if a veteran obtains increased disability benefits, he/she also receives a significant amount of back-pay, leaving the Veteran with sufficient funds to pay the VACI fee in full.

(g) Fee Cap. Under no circumstances will Client's Standard Membership Fee exceed \$15,000.

6. ALTERNATIVE FEES AND PAYMENT TERMS

You may fall into one or more categories for which benefit increases are not completely or properly captured by the terms set forth above. Appendix A-1 sets forth alternative means by which VACI's compensation is to be determined.

7. ADDITIONAL PAYMENT TERMS AND ACKNOWLEDGEMENTS

(a) In the event that Veteran has not made payment to VACI within 30 calendar days following receipt of any additional benefit payment, the outstanding balance due to VACI will be subject to a 3% per month interest rate, or the maximum permitted by law, whichever is less, plus all expenses of collection, for any unpaid balances. Veteran agrees to pay the interest rate increase and expenses of collection if Veteran does not pay VACI in accordance with the terms and conditions herein.

8. MISCELLANEOUS PROVISIONS

(a) Entire Agreement, Modifications, and Waivers. This Agreement contains the entire agreement between VACI and Veteran. This Agreement may not be modified except by written instrument signed by both Parties and referring to the provisions to be modified. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Wherever the term "including" is used, it shall mean "including, but not limited to". This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same agreement.

(b) Headings, Advice of Counsel, and Drafting. Headings used in this Agreement are provided for convenience only and will not in any way affect the meaning or interpretation of each section. The Parties acknowledge that they have been advised by counsel of their own choosing or have had the opportunity to consult such counsel, and therefore waive any canon of construction that would construe this agreement more heavily in favor of one party over the other, and that its terms will be interpreted without any bias against one Party as drafter.

(c) Governing Law, Disputes. This Agreement shall be governed and construed exclusively by and under the laws of the State of Texas, without regard to its conflicts of laws rules. The state courts located in Travis County, Texas, 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.

(d) Attorney Fees. In any dispute arising out of or relating to this agreement, the prevailing party shall be entitled to recover its attorney fees and reasonable costs. If Veteran

refuses to pay VACI's fee, Veteran also agrees to pay VACI the costs of collection of such debt, including its attorney fees and court costs.

(e) Authority, Assignment, and Delegation. No employee or agent of VACI other than the CEO has the authority to bind or commit VACI or extend promises on behalf of VACI to a veteran. Client may not assign or subcontract any rights or delegate any of his/her duties under this Agreement without VACI's prior written approval.

(f) LIMITATION OF LIABILITY.

(i) IN NO EVENT SHALL VACI BE LIABLE TO VETERAN OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT (INCLUDING ANY REDUCTIONS IN OR DENIALS OF BENEFITS FROM, OR ANY FINES OR PENALTIES ASSESSED BY, ANY GOVERNMENT AGENCY) OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT VACI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(ii) IN NO EVENT SHALL VACI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO VACI PURSUANT TO THIS AGREEMENT IN THE THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(g) Indemnification. Veteran hereby agrees to indemnify and hold harmless VACI, together with its owners, officers, employees, and affiliates (collectively, the "Indemnified Parties"), from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees (collectively, "Losses"), arising out of any third-party claim related to the services provided hereunder or Veteran's disability case with the Department of Veterans Affairs.

(h) Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Veteran under this Agreement or prepared by or on behalf of VACI in the course of performing services hereunder, including, without limitation, the Elite Experience Portal (EEP), mastermind group, buddy letter generator

tool, and medical consultant services (collectively, the “Deliverables”) shall be owned by VACI. VACI hereby grants Veteran a limited license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, U.S.-only, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Veteran to make reasonable use of the materials, Deliverables, and services being provided hereunder during the term of this Agreement.

(i) Confidentiality. From time to time during the Term of this Agreement, either Party (as the “Disclosing Party”) may disclose or make available to the other Party (as the “Receiving Party”), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as “confidential,” or if disclosed orally, is identified as confidential when disclosed and within five days thereafter, is summarized in writing and confirmed as confidential (“Confidential Information”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Agreement; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information; but that Confidential Information shall include all Intellectual Property Rights and Deliverables. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; and (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

(j) Financial Interest Disclosure & Informed Consent. VACI, VMCs, VACI-Affiliated Providers, and/or other companies or individuals may have financial interests in referrals amongst themselves, including referring you for services. Veteran client has the right to choose the provider of his/her health care services; therefore, you have the option to use providers other than those to whom you may be referred by VACI. It is a mission of VACI to supply veteran client with high quality information and referrals to independent medical providers. You will not be treated differently by VACI if you choose to see a medical provider other than those referred to you by VACI. By entering this agreement, you acknowledge these disclosures, you voluntarily enter this agreement, and you consent to referrals and other transactions where financial arrangements among VACI, VMCs, and/or health care providers may occur.

(k) Binding Arbitration of All Disputes. For any dispute arising out of or relating to this Agreement, the parties hereby agree that the matter or dispute shall be submitted to arbitration according to rules of the American Arbitration Association (“AAA”). The arbitration shall be conducted in Travis County, Texas. The matter shall be decided by a single arbitrator selected according to such rules of the AAA. Any claim submitted for arbitration will be arbitrated on an individual basis only. Both Veteran and the Company expressly waive the right to commence or be a party to any class or collective action claim or to bring any claim against the other party jointly with or on behalf of any other person. The arbitrator will not have authority to join or

consolidate arbitration claims made by Veteran or other persons. The cost of arbitration shall be borne as the arbitrator shall determine on Final Award. Each party shall bear its own respective attorney's fees during the arbitration, but the arbitrator may award all or part of the reasonable attorney's fees incurred to the prevailing party. The results of the arbitration shall be binding upon both sides and no appeal shall be available therefrom. Notwithstanding this section, either party may seek a temporary restraining order and a temporary injunction (i) with regard to the enforcement of the provisions of Sections 5, 6, 7 and/or 8 prior to or during the pendency of any such arbitration; or (ii) to maintain the status quo pending the referral of any dispute to arbitration and the appointment of the arbitrator. Further, notwithstanding the foregoing, the parties will not be required to arbitrate any claims that cannot be arbitrated as a matter of law or claims under any other statute that validly bar pre-dispute arbitration agreements under the Federal Arbitration Act.

(l) Equitable Relief. Veteran acknowledges that any breach or threatened breach of Sections 8(h) and 8(i) of this Agreement will result in irreparable harm to VACI for which damages would be an inadequate remedy. Therefore, VACI shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach. Such equitable relief shall be in addition to VACI's rights and remedies otherwise available at law.

(m) Termination. This Agreement may be terminated by either party with 30 days' advance written notice (email to VACI's CEO is acceptable) for any reason whatsoever. However, Veteran understands and agrees that the provisions of Section 5, 6, 7 and/or 8 (including Veteran's obligation to pay the fees set forth in Section 5 of this Agreement) will survive such termination.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date mutually signed and agreed upon on the last page.

VA CLAIMS INSIDER, LLC

By: 

Brian T. Reese
Founder & CEO

VETERAN

By: 

Louis C Young Jr (Jan 7, 2021 10:28 CST)

APPENDIX A-1
ALTERNATIVE FEE PAYMENT TERMS

If your situation falls into one of the following scenarios, you agree that the Standard Membership Fee arrangements in this Agreement may not be sufficient, and that the specified Alternative Fee will be appropriately charged:

Alternative Fee - Scenario 1

1.1 You are receiving Individual Unemployability (IU) (e.g., you are receiving 100% pay, but have a rating less than 100% due to unemployability), but yet, you desire to attempt to get either a 100% scheduler VA rating or 100% Permanent and Total (P&T) rating.

1.2 In this situation, the Standard Membership Fee does NOT apply to your situation. Because your case still requires extensive time, energy, and medical consultant services, you agree to pay VACI a flat fee of \$5,000 in the event you go from receiving IU to becoming either 100% scheduler or 100% P&T after entering this Agreement.

Alternative Fee - Scenario 2

2.1 You are rated at 100% scheduler but wish to attempt to achieve a 100% Permanent and Total (P&T) rating.

2.2 In this situation, the Standard Membership Fee does NOT apply to your situation. Because your case still requires extensive time, energy, and medical consultant services, you agree to pay VACI a flat fee of \$5,000 in the event you go from a 100% scheduler rating to 100% P&T after entering this Agreement.