

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION**

JENNIFER FORD, ERIC BEARD,
and BRIAN OTTERS, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

VETERANS GUARDIAN VA CLAIM
CONSULTING, LLC,

Defendant.

No. 1:23-cv-756-CCE-LPA

DEFENDANT’S ANSWER TO CONSOLIDATED CLASS ACTION COMPLAINT

Defendant Veterans Guardian VA Claim Consulting, LLC (“Defendant” or “Veterans Gurdian”), by and through the undersigned counsel, submits the following Answer to the Consolidated Class Action Complaint (“Consolidated Complaint”) filed by Plaintiffs Jennifer Ford (“Ford”), Eric Beard (“Beard”), and Brian Otters (“Otters”) and responds to each numbered paragraph in the Consolidated Complaint below. Any allegation in the Consolidated Complaint that is not expressly admitted, including allegations contained in headings and subheadings, is denied.

NATURE OF THE ACTION

1. The first sentence consists of Plaintiffs’ characterization of this action and a legal conclusion to which no response is required. To the extent a response is required,

Defendant denies the allegations of the first sentence. Defendant denies the second, third, and fourth sentences.

2. Paragraph 2 consists of Plaintiffs' characterization of the referenced Department of Veterans Affairs ("VA") webpage describing disability benefits. Defendant respectfully refers the Court to that webpage, which speaks for itself, and denies the paragraph to the extent it is inconsistent with the webpage.

3. Paragraph 3 consists of Plaintiffs' characterization of the referenced VA webpage describing disability benefit rates. Defendant respectfully refers the Court to that webpage, which speaks for itself, and denies the paragraph to the extent it is inconsistent with the webpage.

4. The first sentence of paragraph 4 consists of Plaintiffs' characterization of the referenced VA webpage describing disability compensation where the claimant has dependents. Defendant respectfully refers the Court to that webpage, which speaks for itself, and denies the first sentence to the extent it is inconsistent with the webpage. Defendant admits the second sentence.

5. Defendant admits paragraph 5 except that it lacks sufficient knowledge or information to form a belief about the truth of the allegations that the referenced organizations are well-known and reputable, and therefore denies the same.

6. The first sentence of paragraph 6 consists of Plaintiffs' characterization of a press release published by the VA discussing the VA's Appeals Modernization Act. Defendant respectfully refers the Court to that press release, which speaks for itself, and denies the sentence to the extent it is inconsistent with the press release. The second and

third sentences consist of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the second and third sentence.

7. Paragraph 7 consists of Plaintiffs' characterization of 38 C.F.R. § 14.629(b)(1). Defendant respectfully refers the Court to that regulation, which speaks for itself, and denies the paragraph to the extent it is inconsistent with the regulation.

8. Paragraph 8 consists of Plaintiffs' characterization of 38 C.F.R. § 14.631 and § 14.636(c)(1)(i). Defendant respectfully refers the Court to those regulations, which speak for themselves, and denies the paragraph to the extent it is inconsistent with the regulations.

9. Defendant denies the first sentence of paragraph 9. The second and third sentences consist of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of the second and third sentences.

10. Paragraph 10 consists of Plaintiffs' characterization of Veterans Guardian's Consulting Services Agreement. Defendant respectfully refers the Court to those agreements, which speak for themselves, and denies paragraph 10 to the extent it is inconsistent with the agreements.

11. Paragraph 11 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 11.

12. Paragraph 12 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 12.

13. Paragraph 13 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 13.

14. Paragraph 14 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 14.

15. Paragraph 15 consists of Plaintiffs' characterization of this action and legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 15.

16. Paragraph 16 consists legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 16.

17. Paragraph 17 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 17.

18. Paragraph 18 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 18.

19. Paragraph 19 consists of Plaintiffs' characterization of Veterans Guardian's Consulting Services Agreement. Defendant respectfully refers the Court to that agreement, which speaks for itself, and denies the paragraph to the extent it is inconsistent with the agreement.

20. Paragraph 20 consists of Plaintiffs' legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 20.

21. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 21, and therefore denies the same.

22. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 22, and therefore denies the same.

23. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 23, and therefore denies the same.

24. Admitted.

25. Defendant admits the first sentence of paragraph 25. Defendant denies the second sentence of paragraph 25.

26. Denied.

FACTS

27. Paragraph 27 consists of Plaintiffs' characterization of the VA. Defendant respectfully refers the Court to the VA's website, which speaks for itself, and denies paragraph 27 to the extent it is inconsistent with the website.

28. Paragraph 28 consists of Plaintiffs' characterization of the referenced document. Defendant respectfully refers the Court to that document, which speaks for itself, and denies paragraph 28 to the extent it is inconsistent with the document.

29. Paragraph 29 consists of Plaintiffs' characterization of data from the referenced source. Defendant respectfully refers the Court to that source, which speaks for itself, and denies paragraph 29 to the extent it is inconsistent with the source.

30. Paragraph 30 consists of Plaintiffs' characterization of 38 C.F.R. §§ 14.626 through 14.637. Defendant respectfully refers the Court to those regulations, which speak for themselves, and denies the paragraph to the extent it is inconsistent with the regulations.

31. Paragraph 31 consists of Plaintiffs' characterization of 38 C.F.R. § 14.636(g)(3). Defendant respectfully refers the Court to that regulation, which speaks for itself, and denies the paragraph to the extent it is inconsistent with the regulation.

32. Paragraph 32 consists of Plaintiffs' characterization of 38 U.S.C. § 5904(c)(1). Defendant respectfully refers the Court to that statute, which speaks for itself, and denies the paragraph to the extent it is inconsistent with the statute.

33. Paragraph 33 consist of Plaintiffs' characterization of 38 C.F.R. § 14.636(f). Defendant respectfully refers the Court to that regulation, which speaks for itself, and denies the paragraph to the extent it is inconsistent with the regulation.

34. Paragraph 34 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 34.

35. Defendant admits the first sentence of paragraph 35. Defendant admits the second sentence of paragraph 35 except to deny that it prepares disability compensation claims without input from veteran clients and any implication that Defendant acts as an agent or attorney. The third sentence consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the third sentence.

36. Denied.

37. Paragraph 37 consists of Plaintiffs' characterization of Veterans Guardian's Consulting Services Agreement. Defendant respectfully refers the Court to that agreement, which speaks for itself, and denies the paragraph to the extent it is inconsistent with the agreement.

38. Paragraph 38 consists of Plaintiffs' characterization of Veterans Guardian's Consulting Services Agreement. Defendant respectfully refers the Court to that agreement, which speaks for itself, and denies the paragraph to the extent it is inconsistent with the agreement.

39. Denied.

40. Denied.

41. Denied.

42. The first sentence of Paragraph 42 characterizes Defendant's Consulting Services Agreement. Defendant respectfully refers the Court to that agreement, which speaks for itself, and denies the sentence to the extent it is inconsistent with the agreement. Defendant denies the remainder of the paragraph.

43. Paragraph 43 consists of Plaintiffs' characterization of 38 U.S.C. Chapter 59 and 38 C.F.R. § 14. Defendant respectfully directs the Court to that statute and regulation, which speak for themselves, and denies the paragraph to the extent it is inconsistent with the statute and regulation.

44. Denied.

45. Denied.

46. Paragraph 46 consists of Plaintiffs' characterization of the referenced television segment. Defendant respectfully refers the Court to that segment, which speaks for itself, and denies the paragraph to the extent it is inconsistent with the segment.

47. Paragraph 47 consists of Plaintiffs' characterization of the referenced television segment. Defendant respectfully refers the Court to that segment, which speaks for itself, and denies the paragraph to the extent it is inconsistent with the segment.

48. Paragraph 48 consists of Plaintiffs' characterization the referenced congressional hearing. Defendant respectfully refers the Court to the record of that hearing,

which speaks for itself, and denies the paragraph to the extent it is inconsistent with the record.

49. Paragraph 49 consists of Plaintiffs' characterization of the referenced news reports. Defendant respectfully refers the Court to those reports, which speak for themselves, and denies the paragraph to the extent it is inconsistent with the reports.

50. Admitted.

51. Defendant admits the first sentence of Paragraph 51. The second sentence consists of Plaintiffs' characterization of the referenced testimony. Defendant respectfully refers the Court to that testimony, which speaks for itself, and denies the second sentence to the extent it is inconsistent with the testimony. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation in the third sentence, and therefore denies the same.

52. The first sentence of paragraph 52 consists of Plaintiffs' characterization of the referenced correspondence. Defendant respectfully refers the Court to that correspondence, which speaks for itself, and denies the first sentence to the extent it is inconsistent with the correspondence. Defendant denies the second sentence of paragraph 52.

53. Defendant denies the first sentence of paragraph 53 except to admit that Mr. Taylor, Mr. Greenblatt, Mr. Johnson and other representatives of Veterans Guardian met with Hearing Committee staff on June 9, 2022. The second sentence consists of Plaintiffs' characterization of statements made by those individuals at the hearing before the House

Committee on Veterans Affairs. To the extent a response is required, Defendant denies the allegations of the second sentence.

54. Denied except to admit that Veterans Guardian received a letter from the VA OGC that was not a cease-and-desist letter.

55. Paragraph 55 consists of Plaintiffs' characterization of the referenced correspondence and supplemental statement. Defendant respectfully refers the Court to that correspondence, which speaks for itself, and denies the paragraph to the extent it is inconsistent with the correspondence and supplemental statement.

56. Denied.

57. Defendant lacks sufficient knowledge or information to form a belief about the truth of paragraph 57, and therefore denies the same.

58. Defendant lacks sufficient knowledge or information to form a belief about the truth of paragraph 58, and therefore denies the same.

59. Defendant lacks sufficient knowledge or information to form a belief about the truth of paragraph 59, and therefore denies the same.

60. Admitted.

61. Defendant lacks sufficient knowledge or information to form a belief about the truth of paragraph 61, and therefore denies the same.

62. Defendant lacks sufficient knowledge or information to form a belief about the truth of paragraph 62, and therefore denies the same.

63. Defendant lacks sufficient knowledge or information to form a belief about the truth of paragraph 63, and therefore denies the same.

64. Defendant admits the paragraph insofar as it alleges that Plaintiff Ford used the Veterans Guardian's website to contact the company about Plaintiff Ford filing an initial claim with the VA. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remainder of the paragraph, and therefore denies the same.

65. Defendant denies the first and second sentences of paragraph 65. The third sentence consists of Plaintiff Ford's characterization of the referenced contract. Defendant respectfully refers the Court to that contract, which speaks for itself, and denies the third sentence to the extent it is inconsistent with the contract.

66. Defendant admits paragraph 66 insofar as it alleges that Defendant obtained medical records and military records from Plaintiff Ford. Defendant denies that it obtained the referenced records to review and develop a strategy without input from Plaintiff Ford and any implication that Defendant acted as an agent or attorney.

67. Defendant lacks sufficient knowledge or information as to what is meant by "coordinated" to form a belief about the truth of paragraph 67, and therefore denies the same.

68. Defendant lacks sufficient knowledge or information to form a belief about the truth of paragraph 68, and therefore denies the same.

69. Defendant admits paragraph 69 except to deny that it drafted and prepared the referenced claim, forms, and packet without input from Plaintiff Ford, that it submitted the packet to the VA, and any implication that Defendant acted as an agent or attorney.

70. Admitted except to deny that Veterans Guardian prepared the claim without input from Plaintiff Ford and any implication that Defendant acted as an agent or attorney.

71. Defendant denies the first sentence of paragraph 71. Defendant admits the second sentence except to deny any implication that Defendant acted as an agent or attorney.

72. Denied.

73. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of the first sentence of paragraph 73, and therefore denies the same. Defendant denies the second sentence except to admit that a Veterans Guardian representative helped Plaintiff Ford prepare for her C&P Exam. Defendant denies any implication that it acted as an agent or attorney.

74. Denied.

75. Admitted.

76. Denied.

77. Paragraph 77 consists of Plaintiff Ford's characterization of the referenced email. Defendant respectfully refers the Court to that email, which speaks for itself, and denies paragraph 77 to the extent it is inconsistent with the email.

78. Denied.

79. Defendant denies the first sentence of paragraph 79. Defendant admits the second sentence except to deny that Veterans Guardian filled out the necessary data without input from Plaintiff Ford, mailed Plaintiff Ford's claim to the VA, and any implication that Defendant acted as an agent or attorney.

80. Denied.

81. Paragraph 81 consists of Plaintiff Ford's characterization of the referenced correspondence, which speaks for itself, and denies the paragraph to the extent it is inconsistent with the correspondence.

82. Paragraph 82 is admitted insofar as it alleges that Ford ultimately received a VA Disability Compensation increase of \$360.00 per month on her first claim with which Veterans Guardian assisted her. The paragraph is otherwise denied.

83. Paragraph 83 consists of Plaintiffs' characterization of the referenced invoice. Defendant respectfully refers the Court to that invoice, which speaks for itself, and denies paragraph 83 to the extent it is inconsistent with the invoice.

84. Denied except to admit that Plaintiff Ford paid Veterans Guardian \$1,880.00 in course of monthly installment payments.

85. Paragraph 85 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 85.

86. Defendant lacks sufficient knowledge or information to form a belief about the truth of the first sentence of paragraph 86, and therefore denies the same. The second sentence consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations of the second sentence.

87. Denied.

88. Defendant admits the first sentence of paragraph 88 and denies any implication that a fee agreement was required. Defendant denies the second sentence.

89. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations of paragraph 89, and therefore denies the same.

90. Admitted except to deny any implication that Defendant acted as an agent or attorney.

91. Denied.

92. Defendant admits paragraph 92 insofar as it alleges that Defendant obtained medical records from Plaintiff Ford. Defendant denies that it obtained the referenced records to review and develop a strategy without input from Plaintiff Ford and any implication that Defendant acted as an agent or attorney.

93. Denied.

94. Denied.

95. Paragraph 95 consists of Plaintiff Ford's characterization of the referenced email. Defendant respectfully refers the Court to that email, which speaks for itself, and denies paragraph 95 to the extent it is inconsistent with the email.

96. Defendant denies the first sentence of paragraph 96. Defendant admits the second sentence except to deny that Veterans Guardian filled out the necessary data without input from Plaintiff Ford and any implication that Defendant acted as an agent or attorney. Defendant admits the third sentence insofar as it alleges that Defendant provided a pre-addressed and stamped envelope for Plaintiff Ford to mail her claim submission to the VA, and denies any implication that Defendant acted as an agent or attorney.

97. Denied.

98. Paragraph 98 consists of Plaintiffs' characterization of the referenced email. Defendant respectfully refers the Court to that email, which speaks for itself, and denies paragraph 98 to the extent it is inconsistent with the email.

99. Denied.

100. Paragraph 100 consists of Plaintiffs' characterization of the referenced invoice. Defendant respectfully refers the Court to that invoice, which speaks for itself, and denies paragraph 100 to the extent it is inconsistent with the invoice.

101. Paragraph 101 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 101.

102. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations of paragraph 102, and therefore denies the same.

103. Admitted.

104. Admitted.

105. Paragraph 105 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 105.

106. Denied.

107. Denied.

108. Paragraph 108 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 108.

109. Defendant lacks sufficient knowledge or information to form a belief about the truth of paragraph 109, and therefore denies the same.

110. Defendant lacks sufficient knowledge or information to form a belief about the truth of paragraph 110, and therefore denies the same.

111. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 111, and therefore denies the same.

112. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 112, and therefore denies the same.

113. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 113, and therefore denies the same.

114. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 114, and therefore denies the same.

115. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 115, and therefore denies the same.

116. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 116, and therefore denies the same.

117. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 117, and therefore denies the same.

118. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations of paragraph 118, and therefore denies the same.

119. Defendant denies the first and second sentences of paragraph 119. The third sentence consists of Plaintiff Beard's characterization of the referenced contract. Defendant respectfully refers the Court to that contract, which speaks for itself, and denies the third sentence to the extent it is inconsistent with the contract. The fourth and fifth sentences consist of Plaintiff Beard's characterization of the referenced email. Defendant respectfully refers the Court to that email, which speaks for itself, and denies the fourth and fifth sentences of paragraph 119 to the extent they are inconsistent with the email.

120. Defendant admits paragraph 120 to the extent it alleges that Plaintiff Beard signed the referenced contract after speaking with Defendant's representative. Defendant lacks sufficient knowledge or information to form a belief about the remainder of the paragraph, and therefore denies the same.

121. Defendant admits paragraph 121 insofar as it alleges that Defendant obtained medical records and military records from Plaintiff Beard. Defendant denies that it obtained the referenced records to review and develop a strategy without input from Plaintiff Beard and any implication that Defendant acted as an agent or attorney.

122. Defendant lacks sufficient knowledge or information as to what is meant by "coordinated" to form a belief about the truth of the allegation of paragraph 122, and therefore denies the same.

123. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 123, and therefore denies the same.

124. Defendant denies the first sentence of paragraph 124. Defendant admits the second, third and fourth sentences except to deny that it prepared the referenced forms and packet without input from Plaintiff Beard, that it submitted the packet to the VA, and any implication that Defendant acted as an agent or attorney.

125. Admitted except to deny that Veterans Guardian prepared the claim without input from Plaintiff Beard and any implication that Defendant acted as an agent or attorney.

126. Defendant denies the first sentence of paragraph 126. Defendant admits the second sentence except to deny any implication that Defendant acted as an agent or attorney.

127. Denied.

128. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of the first sentence of paragraph 128, and therefore denies the same. Defendant denies the second sentence except to admit that a Veterans Guardian representative helped Plaintiff Beard prepare for his C&P Exam. Defendant denies any implication that it acted as an agent or attorney.

129. Denied.

130. Admitted except to deny that Veterans Guardian drafted and prepared the claim without input from Plaintiff Beard, that Veterans Guardian prepared Plaintiff Beard for his medical exams without input from Plaintiff Beard, and any implication that Defendant acted as an agent or attorney.

131. Denied.

132. Paragraph 132 consists of Plaintiff Beard's characterization of the referenced email. Defendant respectfully refers the Court to that email, which speaks for itself, and denies paragraph 132 to the extent it is inconsistent with the email.

133. Admitted.

134. Defendant admits paragraph 134 insofar as it alleges that Veterans Guardian invoiced Plaintiff Beard the referenced amount. The remainder of the paragraph consists of Plaintiff's characterization of the referenced contract. Defendant respectfully refers the Court to that contract, which speaks for itself, and denies the remainder of the paragraph to the extent it is inconsistent with the contract.

135. Defendant admits paragraph 135 except to deny that it prepared Plaintiff Beard's initial VA Disability Compensation claim without input from him, any implication that it acted as an agent or attorney, and that the referenced contract is unlawful. The allegation that the referenced contract is unlawful is a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegation.

136. Paragraph 136's allegation that Veterans Guardian's charge was unlawful constitutes a legal conclusion to which no response is required. Defendant denies the allegation should a response be required. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remainder paragraph 136, and therefore denies the same.

137. Defendant denies paragraph 137 except to admit that Veterans Guardian prepares and completes claim forms with input from clients. Defendant denies any implication that it acts as an agent or attorney.

138. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 138, and therefore denies the same.

139. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 139, and therefore denies the same.

140. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 140, and therefore denies the same.

141. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 141, and therefore denies the same.

142. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 142, and therefore denies the same.

143. Defendant denies the first and second sentences of paragraph 143. The third sentence consists of Plaintiff Otters' characterization of the referenced contract. Defendant respectfully refers the Court to that contract, which speaks for itself, and denies the third sentence to the extent it is inconsistent with the contract.

144. Defendant admits paragraph 144 to the extent it alleges that Plaintiff Otters signed the referenced contract. Defendant lacks sufficient knowledge or information to form a belief about Plaintiff Otters' belief, and therefore denies the same.

145. Defendant admits paragraph 145 insofar as it alleges that Defendant obtained medical records and military records from Plaintiff Otters. Defendant denies that it obtained the referenced records to review and develop a strategy without input from Plaintiff Otters and any implication that Defendant acted as an agent or attorney.

146. Defendant lacks sufficient knowledge or information as to what is meant by "coordinated" to form a belief about the truth of the allegation of paragraph 146, and therefore denies the same.

147. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of paragraph 147, and therefore denies the same.

148. Defendant denies the first sentence of paragraph 148. Defendant admits the second, third and fourth sentences except to deny that it prepared the referenced forms and packet without input from Plaintiff Otters, that it submitted the packet to the VA, and any implication that Defendant acted as an agent or attorney.

149. Admitted except to deny that Veterans Guardian prepared the claim without input from Plaintiff Otters and any implication that Defendant acted as an agent or attorney.

150. Defendant denies the first sentence of paragraph 150. Defendant admits the second sentence except to deny any implication that Defendant acted as an agent or attorney.

151. Denied.

152. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of the first sentence of paragraph 152, and therefore denies the same. Defendant denies the second sentence except to admit that a Veterans Guardian representative helped Plaintiff Otters prepare for his C&P Exam. Defendant denies any implication that it acted as an agent or attorney.

153. Denied.

154. Admitted except to deny that Veterans Guardian drafted and prepared the claim without input from Plaintiff, that Veterans Guardian prepared Plaintiff Otters for his medical exams without input from Plaintiff Otters, and any implication that Defendant acted as an agent or attorney.

155. Denied.

156. Paragraph 156 consists of Plaintiff Otters' characterization of the referenced email. Defendant respectfully refers the Court to that email, which speaks for itself, and denies paragraph 156 to the extent it is inconsistent with the email.

157. Admitted except to deny that Veterans Guardian prepared the claim without input from Plaintiff Otters, and any implication that Defendant acted as an agent or attorney.

158. Defendant admits paragraph 158 insofar as it alleges that Veterans Guardian invoiced Plaintiff Otters the referenced amount. The remainder of the paragraph consists of Plaintiff Otters' characterization of the referenced contract. Defendant respectfully refers the Court to that contract, which speaks for itself, and denies the remainder of the paragraph to the extent it is inconsistent with the contract.

159. Defendant admits paragraph 159 except to deny that it prepared the referenced claim without input from Plaintiff Otters and any implication that it acted as an agent or attorney.

160. Paragraph 160's allegation that Veterans Guardian's charge was unlawful or that an accredited attorney or agent was required constitutes a legal conclusion to which no response is required. Defendant denies the allegation should a response be required. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remainder paragraph 160, and therefore denies the same.

161. Defendant denies paragraph 161 except to admit that Veterans Guardian prepares and completes claim forms with input from clients. Defendant denies any implication that it acts as an agent or attorney.

162. Denied.

CLASS ALLEGATIONS

163. Paragraph 163 consists of Plaintiffs' characterization of this action and the proposed classes to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 163.

164. Paragraph 164 consists of Plaintiffs' characterization of the proposed classes to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 164.

165. Paragraph 165 consists of Plaintiffs' characterization of the proposed class period to which no response is required. To the extent a response is required, Defendant denies the allegation of paragraph 165.

166. Paragraph 166 consists of Plaintiffs' reservation of a purported right to which no response is required. To the extent a response is required, Defendant denies the allegation of paragraph 166.

167. Defendant denies the first sentence of paragraph 167. The second sentence consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the second sentence. The third sentence consists of Plaintiffs' characterization of a graphic emailed by Defendant. Defendant respectfully refers the Court to that graphic, which speaks for itself, and denies the third sentence to the extent it is inconsistent with the website. The fourth sentence consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the fourth sentence.

168. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of the first sentence of paragraph 168, and therefore denies the same. Defendant denies the second sentence except to admit that Defendant has assisted tens of thousands of veteran clients in preparing initial VA disability benefits claims and, upon the clients securing an increase in disability benefits, charged a fee equivalent to five times the monthly increase amount. Defendant denies any implication that it acted as an agent or attorney.

169. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of the first sentence of paragraph 169, and therefore denies the same. The second sentence consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the second sentence.

170. Paragraph 170 consists of legal conclusions and a characterization of Plaintiffs' requested relief to which no response is required. To the extent a response is required, Defendant denies paragraph 170.

171. Defendant denies the first sentence of paragraph 171 and avers that it has not harmed any of its clients. The second sentence consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the second sentence.

172. The first sentence of paragraph 172 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the first sentence. Defendant denies the second sentence. Defendant denies the third sentence and

avers that neither Plaintiffs nor any of Veterans Guardian's clients suffered damages from its services. Defendant denies the fourth sentence.

173. Paragraph 173 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 173.

174. Paragraph 174 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 174.

175. Paragraph 175 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 175.

176. Defendant incorporates by reference its responses to paragraphs 1 through 175.

177. Paragraph 177 consists of Plaintiffs' characterization of Veterans Guardian's Consulting Services Agreement. Defendant respectfully refers the Court to that agreement, which speaks for itself, and denies paragraph 177 to the extent it is inconsistent with the agreement.

178. The first sentence of paragraph 178 consists of Plaintiffs' characterization of the North Carolina Unfair and Deceptive Trade Practices Act ("UDTPA"). Defendant respectfully refers the Court to that statute, which speaks for itself, and denies the first sentence to the extent it is inconsistent with the statute. The second sentence consists of Plaintiffs' characterization of the UDTPA and the Federal Trade Commission Act. Defendant respectfully refers the Court to those statutes, which speak for themselves, and denies the second sentence to the extent it is inconsistent with the statutes.

179. Paragraph 179 consists of Plaintiffs' characterization of the UDTPA. Defendant respectfully refers the Court to that statute, which speaks for itself, and denies paragraph 179 to the extent it is inconsistent with the statute.

180. Paragraph 180 consists of Plaintiffs' characterization of the UDTPA and the cited case. Defendant respectfully refers the Court to that statute and case, which speak for themselves, and denies paragraph 180 to the extent it is inconsistent with the statute and case.

181. Paragraph 181 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 181.

182. Paragraph 182 consists of Plaintiffs' characterization of the UDTPA. Defendant respectfully refers the Court to that statute, which speaks for itself, and denies paragraph 182 to the extent it is inconsistent with the statute.

183. Paragraph 183 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 183.

184. Paragraph 184 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 184.

185. Paragraph 185 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 185.

186. Paragraph 186 consists of Plaintiffs' characterization of the UDTPA. Defendant respectfully refers the Court to that statute, which speaks for itself, and denies paragraph 186 to the extent it is inconsistent with the statute.

187. Paragraph 187 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 187.

188. Paragraph 188 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 188.

189. Paragraph 189 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 189.

190. The first and second sentences of paragraph 190 consists of Plaintiffs' characterization of the referenced federal statutes and regulations. Defendant respectfully refers the Court to those statutes and regulations, which speak for themselves, and denies the first and second sentences to the extent they are inconsistent with the statutes or regulations. The third sentence consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the third sentence.

191. Paragraph 191 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 191.

192. The first sentence of paragraph 192 consists of Plaintiffs' characterization of 38 C.F.R. § 14.629 (b)(1). Defendant respectfully refers the Court to that regulation, which speaks for itself, and denies the first sentence to the extent it is inconsistent with the regulation. The second sentence consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the second sentence. The third sentence consists of Plaintiffs' characterization of the referenced email. Defendant respectfully refers the Court to that email, which speaks for itself, and denies the third sentence to the extent it is inconsistent with the email.

193. Denied.

194. Defendant admits the first sentence of paragraph 194 except to deny that Defendant prepared the referenced claim and filled out the forms with necessary data without input from Plaintiff Beard, and any implication that Defendant acted as an agent or attorney. Defendant admits the second sentence insofar as it alleges that Defendant provided a pre-addressed and stamped envelope for Plaintiff Beard to mail her claim submission to the VA, and denies any implication that Defendant acted as an agent or attorney.

195. Paragraph 195 consists of Plaintiff Beard's characterization of the quoted correspondence from Defendant to Plaintiff in the email referenced in paragraph 192. Defendant respectfully refers the Court to that correspondence, which speaks for itself, and denies paragraph 195 to the extent it is inconsistent with the correspondence.

196. Paragraph 196 constitutes a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 196.

197. Defendant admits paragraph 197 insofar as it alleges that Plaintiff Beard "received a disability determination on his Initial Claim worth roughly \$4,278.80 per month." Defendant lacks sufficient knowledge or information of what is meant by "common business practice" to form a belief about the truth of the allegation that Defendant engaged in a "common business practice," and therefore denies the same. Defendant denies any implication that it acted as an agent or attorney.

198. Paragraph 198 consists of Plaintiffs' characterization of 38 U.S.C. § 5904(c)(1). Defendant respectfully refers the Court to that statute, which speaks for itself, and denies paragraph 198 to the extent it is inconsistent with the statute.

199. Paragraph 199 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 199.

200. Paragraph 200 consists of Plaintiffs' characterization of 38 C.F.R. §§ 14.636(c)(1)(i), 14.631, and 14.636(g). Defendant respectfully refers the Court to those regulations, which speak for themselves, and denies paragraph 200 to the extent it is inconsistent with the regulations.

201. Paragraph 201 consists of Plaintiffs' characterization of 38 C.F.R. § 14.636(g)(1)(i)–(v). Defendant respectfully refers the Court to that regulation, which speaks for itself, and denies paragraph 201 to the extent it is inconsistent with the regulation.

202. Paragraph 202 consists of Plaintiffs' characterization of 38 C.F.R. § 14.636(g)(3). Defendant respectfully refers the Court to that regulation, which speaks for itself, and denies paragraph 202 to the extent it is inconsistent with the regulation.

203. Paragraph 203 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 203.

204. Defendant admits paragraph 204 except to deny that it prepared Plaintiff Beard's initial VA Disability Compensation claim without input from him, any implication that it acted as an agent or attorney, and the paragraph's characterization of the referenced contract and email. Defendant respectfully refers the Court to that contract and email,

which speak for themselves, and denies paragraph 204 to the extent it is inconsistent with the contract and email.

205. Paragraph 205 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 205.

206. Paragraph 206 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 206.

207. Paragraph 207 consists of Plaintiffs' characterization of the referenced federal statutes, regulations, and case. Defendant respectfully refers the Court to those statutes, regulations, and case, which speak for themselves, and denies paragraph 207 insofar as it is inconsistent with them.

208. Paragraph 208 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 208.

209. Paragraph 209 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 209.

210. Paragraph 210 consists of a legal conclusion and Plaintiffs' characterization of his request for relief to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 210 and denies that Plaintiff Beard or the proposed class is entitled to the requested relief or any relief whatsoever.

211. Paragraph 211 consists of Plaintiff Beard's characterization of his request for relief to which no response is required. To the extent a response is required, Defendant denies that Plaintiff Beard or the proposed class is entitled to the requested relief or any relief whatsoever.

212. The first sentence of paragraph 212 consists of Plaintiffs' characterization of their request for relief to which no response is required. To the extent a response is required, Defendant denies that Plaintiff Beard or the proposed class is entitled to the requested relief or any relief whatsoever. The second sentence consists of legal conclusions and Plaintiffs' characterization of their request for relief to which no response is required. To the extent a response is required, Defendant denies the second sentence.

213. Defendant incorporates by reference its responses to paragraphs 1 through 212.

214. Paragraph 214 consists of Plaintiffs' characterization of Veterans Guardian's Consulting Services Agreement. Defendant respectfully refers the Court to that agreement, which speaks for itself, and denies paragraph 214 to the extent it is inconsistent with the agreement.

215. The first sentence of paragraph 215 consists of Plaintiffs' characterization of the UDTPA. Defendant respectfully refers the Court to that statute, which speaks for itself, and denies the first sentence to the extent it is inconsistent with the statute. The second sentence consists of Plaintiffs' characterization of the UDTPA and the Federal Trade Commission Act. Defendant respectfully refers the Court to those statutes, which speak for themselves, and denies the second sentence to the extent it is inconsistent with the statutes.

216. Paragraph 216 consists of Plaintiffs' characterization of the UDTPA. Defendant respectfully refers the Court to that statute, which speaks for itself, and denies paragraph 216 to the extent it is inconsistent with the statute.

217. Paragraph 217 consists of Plaintiff's characterization of the UDTPA and the cited case. Defendant respectfully refers the Court to that statute and case, which speak for themselves, and denies paragraph 217 to the extent it is inconsistent with the statute and case.

218. Paragraph 218 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 218.

219. Paragraph 219 consists of Plaintiffs' characterization of the UDTPA. Defendant respectfully refers the Court to that statute, which speaks for itself, and denies paragraph 219 to the extent it is inconsistent with the statute.

220. Paragraph 220 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 220.

221. Paragraph 221 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 221.

222. Paragraph 222 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 222.

223. Paragraph 223 consists of Plaintiffs' characterization of the UDTPA. Defendant respectfully refers the Court to that statute, which speaks for itself, and denies paragraph 223 to the extent it is inconsistent with the statute.

224. Paragraph 224 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 224.

225. Paragraph 225 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 225.

226. Paragraph 226 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 226.

227. The first and third sentences of paragraph 227 consist of Plaintiffs' characterization of the referenced federal statutes and regulations. Defendant respectfully refers the Court to those statutes and regulations, which speak for themselves, and denies the first and third sentences to the extent they inconsistent with the statutes or regulations. The second sentence consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the second sentence.

228. Paragraph 228 consists of Plaintiffs' characterization of 38 C.F.R. § 14.629(b)(1). Defendant respectfully refers the Court to that regulation, which speaks for itself, and denies paragraph 228 to the extent it is inconsistent with the regulation.

229. Insofar as paragraph 229 consists of Plaintiff Ford's characterization of the referenced email, Defendant respectfully refers the Court to that email, which speaks for itself, and denies paragraph 229 to the extent it is inconsistent with the email. The remainder of paragraph 229 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the remainder of paragraph 229.

230. Denied.

231. Defendant denies the first sentence of paragraph 231. Defendant admits the second sentence except to deny that it filled out the necessary data without input from Plaintiff Ford, mailed Plaintiff Ford's claim to the VA, and any implication that Defendant acted as an agent or attorney. Defendant admits the third sentence insofar as it alleges that Defendant provided a pre-addressed and stamped envelope for Plaintiff Ford to mail her

claim submission to the VA, and denies any implication that Defendant acted as an agent or attorney.

232. Denied.

233. Paragraph 233 consists of Plaintiff Ford's characterization of the quoted correspondence from Defendant to Plaintiff Ford in the email referenced in paragraph 233. Defendant respectfully refers the Court to that correspondence, which speaks for itself, and denies paragraph 233 to the extent it is inconsistent with the correspondence.

234. Paragraph 234 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 234.

235. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations of paragraph 235, and therefore denies the same.

236. Paragraph 236 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 236.

237. Paragraph 237 consists of Plaintiff Ford's characterization of Veterans Guardian's Consulting Services Agreement and the referenced email. Defendant respectfully refers the Court to that agreement and email, which speak for themselves, and denies paragraph 237 to the extent it is inconsistent with the agreement or email.

238. Denied except to admit that Plaintiff Ford paid veterans Guardian \$1,880.00 in course of monthly installment payments.

239. Paragraph 239 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 239.

240. Paragraph 240 consists of Plaintiffs' characterization of 38 C.F.R. §§ 14.636(c), 14.631, and 14.636(g). Defendant respectfully refers the Court to those regulations, which speak for themselves, and denies paragraph 240 to the extent it is inconsistent with the regulations.

241. Paragraph 241 consists of Plaintiffs' characterization of 38 C.F.R. § 14.636(g)(1)(i)-(v). Defendant respectfully refers the Court to those regulations, which speak for themselves, and denies paragraph 241 to the extent it is inconsistent with the regulations.

242. Paragraph 242 consists of Plaintiffs' characterization of 38 C.F.R. § 14.636(g)(3). Defendant respectfully refers the Court to that regulation, which speaks for itself, and denies paragraph 242 to the extent it is inconsistent with the regulation.

243. Paragraph 243 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 243.

244. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation of the first sentence of paragraph 244, and therefore denies the same. The second sentence consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the second sentence.

245. Denied.

246. Defendant admits the first sentence of paragraph 246 except to deny that OGC's approval was required for the referenced fees charged by Defendant. Defendant denies the second sentence.

247. Paragraph 247 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 247.

248. Denied.

249. Defendant denies the first sentence of paragraph 249. Defendant admits the second and third sentences except to deny that Defendant filled out the necessary data without input from Plaintiff Ford, mailed Plaintiff Ford's claim to the VA, and any implication that Defendant acted as an agent or attorney.

250. Denied.

251. Paragraph 251 consists of Plaintiff Ford's characterization of the quoted correspondence from Defendant to Plaintiff Ford. Defendant respectfully refers the Court to that correspondence, which speaks for itself, and denies paragraph 251 to the extent it is inconsistent with the correspondence.

252. Paragraph 252 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 252.

253. Denied.

254. Paragraph 254 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 254.

255. Paragraph 255 consists of Plaintiffs' characterization of the referenced invoice. Defendant respectfully refers the Court to that invoice, which speaks for itself, and denies paragraph 255 to the extent it is inconsistent with the invoice.

256. Denied.

257. Paragraph 257 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 257.

258. Denied.

259. Defendant denies the first sentence of paragraph 259. Defendant admits the second and third sentences except to deny that Veterans Guardian filled out the necessary data without input from Plaintiff Otters, mailed Plaintiff Otters' initial claim to the VA, and any implication that Defendant acted as an agent or attorney.

260. Denied.

261. Paragraph 261 consists of Plaintiff Otters' characterization of the referenced correspondence, which speaks for itself, and denies the paragraph to the extent it is inconsistent with the correspondence.

262. Paragraph 262 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 262.

263. Admitted.

264. Paragraph 264 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 264.

265. Paragraph 265 consists of Plaintiff Otters' characterization of the referenced invoice. Defendant respectfully refers the Court to that invoice, which speaks for itself, and denies paragraph 265 to the extent it is inconsistent with the invoice.

266. Denied except to admit that Plaintiff Otters paid veterans Guardian \$2,990.00 in monthly installment payments.

267. Paragraph 267 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 267.

268. Paragraph 268 consists of Plaintiffs' characterization of 38 C.F.R. §§ 14.636(c)(1)(i), 14.631, and 14.636(g). Defendant respectfully refers the Court to those regulations, which speak for themselves, and denies paragraph 268 to the extent it is inconsistent with the regulations.

269. Paragraph 269 consists of Plaintiffs' characterization of 38 C.F.R. § 14.636(g)(1)(i)-(v). Defendant respectfully refers the Court to those regulations, which speak for themselves, and denies paragraph 269 to the extent it is inconsistent with the regulations.

270. Paragraph 270 consists of Plaintiffs' characterization of 38 C.F.R. § 14.636(g)(3). Defendant respectfully refers the Court to that regulation, which speaks for itself, and denies paragraph 270 to the extent it is inconsistent with the regulation.

271. Paragraph 271 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the paragraph.

272. Paragraph 272 consists of Plaintiffs' characterization of 38 U.S.C. § 5904(c)(1). Defendant respectfully refers the Court to that statute, which speaks for itself, and denies paragraph 272 to the extent it is inconsistent with the statute.

273. Paragraph 273 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 273.

274. Denied.

275. Paragraph 275 consists of Plaintiffs' characterization of 38 C.F.R. § 14.636(f). Defendant respectfully refers the Court to that regulation, which speaks for itself, and denies paragraph 275 to the extent it is inconsistent with the regulation.

276. Paragraph 276 consists of Plaintiffs' characterization of the referenced federal statutes, regulations, and case. Defendant respectfully refers the Court to those statutes, regulations and case, which speak for themselves, and denies paragraph 276 insofar as it is inconsistent with them.

277. The first sentence of paragraph 277 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the first sentence. Defendant admits the second sentence.

278. Paragraph 278 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 278.

279. Paragraph 279 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 279.

280. Denied.

281. Paragraph 281 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 281.

282. Paragraph 282 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 282.

283. Paragraph 283 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 283.

284. Paragraph 284 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 284.

285. Paragraph 285 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 285.

286. Denied.

287. Paragraph 287 consists of a legal conclusion and a characterization of Plaintiffs Ford and Otters' requested relief to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 287 and denies that Plaintiffs are entitled to the requested relief or any relief whatsoever.

288. Paragraph 288 consists of Plaintiffs' characterization of their request for relief to which no response is required. To the extent a response is required, Defendant denies that Plaintiffs are entitled to the requested relief or any relief whatsoever.

289. The first sentence of paragraph 289 consists of Plaintiffs' characterization of their request for relief to which no response is required. To the extent a response is required, Defendant denies that Plaintiffs are entitled to the requested relief or any relief whatsoever. The second sentence consists of legal conclusions and Plaintiffs' characterization of their request for relief to which no response is required. To the extent a response is required, Defendant denies the allegations of the second sentence and denies that Plaintiffs are entitled to the requested relief or any relief whatsoever.

290. Defendant incorporates by reference its responses to paragraphs 1 through 289.

291. Paragraph 291 consists of Plaintiffs' characterization of the North Carolina Debt Collection Act ("NCDCA"), the UDTPA, and the cited case. Defendant respectfully refers the Court to those statutes and that case, which speak for themselves, and denies paragraph 291 to the extent it is inconsistent with the statutes or case.

292. Paragraph 292 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 292.

293. Paragraph 293 consists of Plaintiffs' characterization of the NCDCA. Defendant respectfully refers the Court to that statute, which speaks for itself, and denies paragraph 293 to the extent it is inconsistent with the statute.

294. Paragraph 294 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 294.

295. Paragraph 295 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 295.

296. Paragraph 296 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 296.

297. Paragraph 297 consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies paragraph 297.

298. Paragraph 298 consists of Plaintiffs' characterization of the referenced case. Defendant respectfully refers the Court to that case, which speaks for itself, and denies paragraph 298 to the extent it is inconsistent with the case.

299. Paragraph 299 consists of Plaintiffs' characterization of the referenced case. Defendant respectfully refers the Court to that case, which speaks for itself, and denies paragraph 299 to the extent it is inconsistent with the case.

300. Paragraph 300 consists of Plaintiffs' characterization of the NCDCA. Defendant respectfully refers the Court to that statute, which speaks for itself, and denies paragraph 300 to the extent it is inconsistent with the statute.

301. The first sentence of paragraph 301 consists of a legal conclusion to which no response is required. The second sentence consists of Plaintiffs' characterization of 38 C.F.R. § 14.636(b). Defendant respectfully refers the Court to that regulation, which speaks for itself, and denies the second sentence to the extent it is inconsistent with the regulation.

302. Paragraph 302 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 302.

303. Paragraph 303 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 303.

304. Paragraph 304 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 304.

305. Paragraph 305 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 305.

306. Paragraph 306 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 306.

307. Paragraph 307 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 307.

308. Paragraph 308 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 308.

309. Paragraph 309 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 309.

310. Paragraph 310 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 310.

311. Paragraph 311 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 311.

312. Paragraph 312 consists of legal conclusions and Plaintiffs' characterization of their request for relief to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 312 and denies that Plaintiffs are entitled to the requested relief or any relief whatsoever.

313. Paragraph 313 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies paragraph 313.

314. Paragraph 314 consists of legal conclusions and Plaintiffs' characterization of their request for relief to which no response is required. To the extent a response is required, Defendant denies the allegations of paragraph 314 and denies that Plaintiffs are entitled to the requested relief or any relief whatsoever.

The unnumbered paragraphs following paragraph 314 consist of Plaintiffs' prayer for relief and jury trial demand to which no response is required. To the extent a response

is required, Defendant denies that Plaintiffs are entitled to the requested relief or any relief whatsoever.

AFFIRMATIVE AND OTHER DEFENSES

Without conceding that Defendant has the burden of proof or persuasion as to any of Plaintiffs' claims, Defendant states as follows:

FIRST DEFENSE (No Injury)

Plaintiffs have not sustained loss or damages caused by any conduct by Defendant.

SECOND DEFENSE (Statute of Limitations)

Insofar as putative class members' claims arose outside the applicable limitations period, those claims are time-barred.

THIRD AFFIRMATIVE DEFENSE (Practice Not Unfair)

The alleged practices of Defendant described were not unfair because the benefits of the practices outweighed any alleged harm or impact they may have caused to any consumer.

FOURTH AFFIRMATIVE DEFENSE (No Material Misrepresentation)

Plaintiffs' claims for relief are barred, in whole or in part, because they fail to allege actionable misrepresentations or omissions, and all statements alleged to have been made had a reasonable basis in fact, and because any alleged misrepresentations or omissions were not material. Further, Defendant has made no false or misleading statements or representations of fact regarding the services it provided and provides.

FIFTH AFFIRMATIVE DEFENSE
(Practice Not Deceptive)

Defendant has not engaged in any deceptive conduct.

SIXTH AFFIRMATIVE DEFENSE
(Commercially Reasonable and Lawful Action)

At all times, Defendant has acted in a commercially reasonable and lawful manner.

SEVENTH AFFIRMATIVE DEFENSE
(Class Action)

To the extent that Plaintiffs and/or the putative class members purport to bring this case as a class action, they cannot satisfy the requirements for a class action.

EIGHTH AFFIRMATIVE DEFENSE
(No Causation)

Defendant denies that Plaintiffs have suffered damages, but to the extent damages have been incurred, such damages were not directly or proximately caused by Defendant.

NINTH AFFIRMATIVE DEFENSE
(First Amendment – Freedom of Speech)

Plaintiffs' interpretation of federal law imposes an impermissible, content-based restriction on speech.

TENTH AFFIRMATIVE DEFENSE
(First Amendment – Freedom of Association)

Plaintiffs' interpretation of federal law would offend the right of association of Defendant's veteran clients.

ELEVENTH AFFIRMATIVE DEFENSE
(No Action as Agent or Attorney)

Defendant did not act as an agent or attorney in assisting Plaintiffs with their claims for disability benefits.

TWELFTH AFFIRMATIVE DEFENSE
(Voluntary Payment)

Plaintiffs voluntarily paid Defendant after knowing all relevant facts.

RESERVATION OF RIGHTS

Defendant reserves the right to assert additional affirmative defenses or defenses of which it becomes knowledgeable during the course of this litigation.

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiff is denied the requested relief and that the same be dismissed with prejudice;
2. That judgment be entered for Defendant;
3. That Defendant recover her costs of suit herein, including attorney fees as allowed by law, including pursuant to N.C. Gen. Stat. § 75-16.1; and
4. That Defendant be granted such further relief as the Court deems just and proper.

Date: December 27, 2024

Respectfully submitted,

/s/ Dustin T. Greene

Dustin T. Greene
North Carolina Bar No. 38193
Whitney Pakalka
North Carolina Bar No. 52611
KILPATRICK TOWNSEND & STOCKTON LLP
1001 West Fourth Street
Winston-Salem, NC 27101

Office: (336) 607-7300
Fax: (336) 607-7500
Email: dgreene@ktslaw.com
Email: wpakalka@ktslaw.com

/s/ Anthony T. Pierce

Anthony T. Pierce*

Caroline L. Wolverton*

AKIN GUMP STRAUSS HAUER & FELD LLP

Robert S. Strauss Tower

2001 K Street N.W.

Washington, DC 20006

Tel: (202) 887-4000

Email: apierce@akingump.com

cwolverton@akingump.com

*special appearance

*Counsel for Defendant Veterans Guardian VA Claim
Consulting, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on this day I electronically filed the foregoing document with the Clerk of Court using the CM/ECF system, which will send notification of such filing to counsel of record in this action.

This the 27th day of December 2024.

/s/ Dustin T. Greene

Dustin T. Greene