

NOTICE OF PENDENCY OF CLASS ACTION

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

Antonio Ocegueda, et al. v. Ken Nathanson et al.

Superior Court of California, County of Santa Clara, Case No. 1-11- CV-202525

TO: All individuals residing in California who, between February 1, 2009 and June 8, 2011, (1) entered into contracts for loan modification services with Ken Nathanson, Nathanson Law Center, Sherman & Nathanson, P.C., and/or Defendants Adeel Amin, American Brother Corporation, Inc., Gallant Group, Ltd., Eric DeBlasi, Troy Holland, and/or TMG Financial Services, Inc.; (2) paid advance fees for those loan modification services; (3) were not provided with the loan modification services promised; and (4) did not receive promised refunds (“Main Class”); and

All Main Class Members who negotiated primarily with the Defendants in Spanish, Chinese, Tagalog, Vietnamese, or Korean, but did not receive a translation of every term and condition of the written agreements with Defendants before they signed the agreements (“1632 Subclass”).

If you are a member of the Main Class and/or 1632 Subclass, your legal rights will be affected. Please read this Notice carefully.

- Clients of the Defendants listed above have sued Defendants, alleging they violated the law.
- The Court has allowed the lawsuit to be a class action on behalf of Defendants’ clients who are in the Main Class and 1632 Subclass, defined above.
- The Court has not decided whether Defendants did anything wrong. There is no money available from these Defendants now, and no guarantee there will be. There was a separate settlement last year with Ken Nathanson and Nathanson Law Center, who are no longer Defendants in the case.
- Your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:

DO NOTHING Stay in this lawsuit. Await the outcome. Given up certain rights.

By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or settlement. But, you give up any rights to sue Defendants separately about the same legal claims in this lawsuit.

ASK TO BE EXCLUDED Get out of this lawsuit. Get no benefits from it. Keep rights.

If you ask to be excluded and money or benefits are later awarded, you won’t share in those. But, you keep any rights to sue Defendants separately about the same legal claims in this lawsuit.

- Your options are explained in this notice. To ask to be excluded, you must act before **August 8, 2014**.
- Lawyers must prove the claims against Defendants at a trial. If money or benefits are obtained from Defendants, you will be notified about how to ask for a share.
- **Any questions? Read all of this notice.**

PURPOSE OF THIS NOTICE

This Notice is given pursuant to California Rules of Civil Procedure and an Order of the Court dated May 30, 2014. The purpose of this Notice is to inform you that this class action will affect the rights of all members of the Class in relation to Defendants Adeel Amin, American Brother Corporation, Inc., Gallant Group, Ltd., Eric DeBlasi, Troy Holland, and TMG Financial Services, Inc. Members of the Class are called the “Class Members.” This Notice describes your legal rights and what steps you may take in relation to this action. This Notice is not an expression of any opinion by the Court as to the merits of any claims or any defenses asserted by any party in this action.

BASIC INFORMATION

1. Why did I get this notice?

Defendants’ records show that you were one of their clients. This notice explains that the Court has allowed, or “certified,” a class action lawsuit that may affect you. The Court directed that this notice be sent to you because Class Members have a right to know about the lawsuit and about all of their options. This Notice describes the lawsuit and the legal rights of all Class Members and the deadlines to exercise such legal rights.

2. What is this lawsuit about?

The Plaintiffs filed a lawsuit against the Defendants in California Superior Court for the County of Santa Clara, called *Antonio Ocegueda, et al. v. Ken Nathanson et al.*, Case No. 111-cv-202525. Superior Court Judge Peter H. Kirwan is the judge overseeing the case. The persons who sued are called the “Plaintiffs.” The corporations and individuals being sued are called the “Defendants.” The Defendants in this case are Adeel Amin, American Brother Corporation, Inc., Gallant Group, Ltd., Eric DeBlasi, Troy Holland, and/or TMG Financial Services, Inc., and the Doe defendants named in Plaintiffs’ Complaint. A settlement was reached last year with Ken Nathanson and Nathanson Law Center, who are no longer Defendants in this lawsuit.

This lawsuit is about whether Defendants violated the law by entering into contracts with clients to provide loan modification services, failing to provide those services, and failing to refund clients’ payments. Plaintiffs stated claims for (1) breach of contract; (2) unfair competition in violation of California Business Code, Section 17200; (3) failure to translate a contract in violation of California Civil Code, Section 1632; and (4) fraud, among other claims. Defendant Adeel Amin disputes these claims.

3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of all people who have similar claims. The people together are a “Class” or “Class Members.” The Class Representatives in this case are Antonio Ocegueda, Ines Ocegueda, Jorge Orejel, Gricelda Garcia, and Judy Jones. One court typically resolves the common issues for all members of the class—except for those people who choose to exclude themselves from the Class. Class actions are frequently brought when there are many people who claim to have been similarly affected but litigating each claim individually would be impracticable.

THE CLAIMS IN THE LAWSUIT

4. What is this lawsuit about?

In the lawsuit, the Plaintiffs say that Defendants violated the law by entering contracts with clients to provide loan modification services, failing to provide those services, and failing to refund clients' payments. Plaintiffs stated claims for (1) breach of contract; (2) unfair competition in violation of California Business Code, Section 17200; (3) failure to translate a contract in violation of California Civil Code, Section 1632; and (4) fraud, among other claims. You can read the Plaintiffs' First Amended Class Action Complaint at www.lawfoundation.org or www.lawyerscommittee.org.

5. How do the Defendants answer?

Defendant Adeel Amin denies that he did anything wrong. The other Defendants have not answered Plaintiffs' Complaint.

6. Has the Court decided who is right?

The Court hasn't decided whether the Plaintiffs or Defendants are correct. By establishing the Class and issuing this Notice, the Court is not suggesting that the Plaintiffs will win or lose this case. The Plaintiffs must prove their claims at a trial.

7. What are the Plaintiffs asking for?

The Plaintiffs are asking the Court for an order saying that the Defendants violated the law and stopping the Defendants from engaging in this conduct in the future. The Plaintiffs also want the Class Members to receive refunds of the payments they made to the Defendants and money to deter the Defendants from similar conduct in the future.

8. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether these Defendants did anything wrong, and the Plaintiffs and Defendants have not settled the case. There is no guarantee that money or benefits will ever be obtained from these Defendants. If they are, you will be notified about how to ask for a share.

There was a separate settlement last year with Ken Nathanson and Nathanson Law Center. The money from that settlement will be given to members of the Settlement Class after January 1, 2015.

WHO IS IN THE CLASS

9. Am I part of this Class?

If you reside in California, and, during the period beginning February 1, 2009 and ending on June 8, 2011, the following apply to you, you are part of the Main Class:

(1) You entered into a contract for loan modification services with Ken Nathanson, Nathanson Law Center, Sherman & Nathanson, P.C. and/or Defendants Adeel Amin, American Brother Corporation, Inc., Gallant Group, Ltd., Eric DeBlasi, Troy Holland, and/or TMG Financial Services, Inc.; AND

(2) You paid advance fees for those loan modification services; AND

(3) You were not provided with the loan modification services promised; AND

(4) You did not receive the promised refund.

If you are part of the Main Class AND the following applies to you, you are also a part of the 1632 Subclass:

You negotiated primarily with the Defendants in Spanish, Chinese, Tagalog, Vietnamese, or Korean, but did not receive a translation of every term and condition of the written agreements with Defendants prior to execution of the agreements.

10. I think I am part of the 1632 Subclass. Do I need to do anything else?

If you don't speak English as your first language and believe you didn't receive documents from the Defendants that were written in your main language, you might be in the 1632 Subclass. Please review and return, if applicable, the enclosed "INQUIRY REGARDING CLASS ACTION" form.

11. Are any of Defendants' clients not included in the Class?

If you already received a full refund of the payments you made to Defendants or to Ken Nathanson, Nathanson Law Center, or Sherman & Nathanson, P.C., you are NOT included in the Class.

12. I'm still not sure if I'm included in the Class.

If you are still not sure whether you are included, you can get free help by calling or writing to the Plaintiffs' lawyers in this case, at the phone number or address listed below:

COUNSEL FOR THE PLAINTIFFS

Kyra Kazantzis
James Zahradka
Public Interest Law Firm
Law Foundation of Silicon Valley
152 N. Third St., Third Floor
San Jose, CA 95112
(408) 502-6073 (phone)
(408) 293-0106 (fax)

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now.

13. What happens if I do nothing at all?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing you are staying in the Class. If you stay in and the Plaintiffs obtain money or benefits, either as a result of the trial or a settlement, you will be notified about how to apply for a share (or how to ask to be excluded from any settlement). Keep in mind that if you do nothing now, regardless of whether the Plaintiffs win or lose the trial, you will not be able to sue, or continue to sue, Defendants—as part of any other lawsuit—about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this class action. If you stay in the Class, you can also enter an appearance in Court through the Plaintiffs' lawyers.

14. Why would I ask to be excluded?

If you already have your own lawsuit against any of the Defendants for a refund of your payments for loan modification services and want to continue with it, you need to ask to be excluded from the Class now. If you exclude yourself from the Class—which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class—you won't get any money or benefits from this lawsuit even if the Plaintiffs obtain them as a result of a trial or from any settlement (that may or may not be reached) between the Defendants and the Plaintiffs. However, you may then be able to sue or continue to sue the Defendants for a refund of your payments for loan modification services. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

If you start your own lawsuit against any of the Defendants after you exclude yourself, you'll have to hire and pay for your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against any of the Defendants, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

15. How do I ask the Court to exclude me from the Class?

To exclude yourself from the Class, you must complete and mail a copy of the attached Opt-Out Form to each of the attorneys representing the Plaintiffs and the Defendants at their respective addresses, listed on page 6 below, postmarked no later than **August 8, 2014**. Be sure to include the case name and case number, your name, address, telephone number, and your signature.

THE LAWYERS IN THE CASE

16. Do I have a lawyer in this case?

The Court decided that the Law Foundation of Silicon Valley, the Lawyers' Committee for Civil Rights Under Law, and Orrick, Herrington and Sutcliffe, LLP, will represent all Class Members. Together these law firms are called "Class Counsel." They are experienced in handling similar cases against other individuals and companies. More information about these law firms, their practices, and their lawyers' experience is available at www.lawfoundation.org, www.lawyerscommittee.org, and www.orrick.com.

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. You can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

18. How will the lawyers be paid?

Class Counsel have been paid nothing so far for the services they have rendered in this case. In addition, Class Counsel have advanced all of the expenses necessary to maintain the lawsuit. If Class Counsel get money or benefits for the Class, they may ask the Court for fees and expenses. You won't have to pay these fees and expenses. If the Court grants Class Counsels' request, the fees and expenses would be either deducted from any money obtained for the Class or paid separately by Defendants.

COUNSEL FOR THE PLAINTIFFS

Kyra Kazantzis
James Zahradka
Public Interest Law Firm
Law Foundation of Silicon Valley
152 N. Third St., Third Floor
San Jose, CA 95112
(408) 502-6073 (phone)
(408) 293-0106 (fax)

DEFENDANT ADEEL AMIN'S COUNSEL

Gary S. Brown
The Law Office of Gary S. Brown
1 South Fair Oaks Ave., Ste. 301
Pasadena, CA 91105-1945
(818) 293-0979 ext. 223 (phone)
(818) 293-0760 (fax)

GETTING MORE INFORMATION

If you have any questions about this Class Action or this Notice, contact Plaintiffs' counsel at the above contact information.

PLEASE DO NOT CALL THE COURT