

If you were notified by ABM of either the July 2017 or June 2018 email phishing incidents, you could receive up to two years of additional credit monitoring from a class action settlement.

Para una notificación en Español, visitar www.SettlementABM.com.

A state district court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.

- A settlement has been proposed in a class action lawsuit against ABM Industries Incorporated (“ABM”) relating to email phishing incidents that potentially resulted in unauthorized access to certain employee email accounts in July 2017 and June 2018 (together, the “Phishing Incidents”). The emails possibly affected by the Phishing Incidents contained certain personal information (such as name, address, Social Security number, date of birth, State Identification number, Driver’s License number, passport number, health insurance numbers, medical information, and financial account information).
- If you received a notification from ABM of either the July 2017 Phishing Incident or the June 2018 Phishing Incident, you are included in this Settlement as a “Settlement Class member.”
- The Settlement provides Settlement Class members with either one or two years of credit monitoring, plus fraud consultation and identity theft restoration services, regardless of whether you previously received credit monitoring from ABM in response to the Phishing Incidents.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CREDIT MONITORING REQUEST FORM	This is the only way you can get credit monitoring, fraud consultation, and identity theft restoration through this Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will not get any credit monitoring from the Settlement, but you also will not release your claims against ABM. This is the only option that allows you to be part of any other lawsuit against ABM or related parties for the legal claims made in this case.
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL FAIRNESS HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
DO NOTHING	You will not get any credit monitoring from this Settlement, and you will give up certain legal rights. Submitting a Credit Monitoring Request Form is the only way to obtain the credit monitoring from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.SettlementABM.com, or call 1-866-742-7467.
- The Court in charge of this case still has to decide whether to grant final approval the Settlement. Credit monitoring will take effect only after the Court grants final approval of the Settlement and after any appeals are resolved.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... PAGE 3

- 1. Why is this Notice being provided?
- 2. What is this lawsuit about?
- 3. What is a class action?
- 4. Why is there a Settlement?

WHO IS INCLUDED IN THE SETTLEMENT?..... PAGE 3

- 5. How do I know if I am part of the Settlement?
- 6. Are there exceptions to being included in the Settlement?

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY PAGE 3

- 7. What does the Settlement provide?
- 8. Tell me more about the additional credit monitoring.

HOW TO GET ADDITIONAL CREDIT MONITORING PAGE 4

- 9. How do I get additional credit monitoring from the Settlement?
- 10. When will I get my additional credit monitoring?
- 11. What am I giving up to get additional credit monitoring or stay in the Settlement?
- 12. What are the Released Claims?

EXCLUDING YOURSELF FROM THE SETTLEMENT..... PAGE 5

- 13. How do I get out of the Settlement?
- 14. If I exclude myself, can I still get additional credit monitoring from the Settlement?
- 15. If I do not exclude myself, can I sue ABM for the same thing later?

THE LAWYERS REPRESENTING YOU PAGE 5

- 16. Do I have a lawyer in this case?
- 17. How will Class Counsel be paid?

OBJECTING TO THE SETTLEMENT PAGE 5

- 18. How do I tell the Court that I do not like the Settlement?
- 19. What is the difference between objecting to and excluding myself from the Settlement?

THE COURT’S FINAL FAIRNESS HEARING..... PAGE 6

- 20. When and where will the Court decide whether to approve the Settlement?
- 21. Do I have to come to the Final Fairness Hearing?
- 22. May I speak at the Final Fairness Hearing?

IF YOU DO NOTHING..... PAGE 6

- 23. What happens if I do nothing?

GETTING MORE INFORMATION PAGE 6

- 24. Are more details about the Settlement available?
- 25. How do I get more information?

BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed Settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Claims Administrator appointed by the Court will distribute the benefits that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Superior Court of the State of California, County of Los Angeles. The case is known as *Davila, et al. v. ABM Industries Incorporated*, No. BC699176 (the “Action”). The people who filed the Action are called Plaintiffs and the company they sued, ABM Industries Incorporated, is called the Defendant.

2. What is this lawsuit about?

The Action claims that ABM was responsible for the Phishing Incidents and asserts claims of: Negligence (Count I); Violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §17200, et seq., (Counts II-IV); Constitutional Invasion of Privacy (Count V); Negligence *Per Se* (Count VI); Violation of the California State Data Breach Statutes, Cal. Civ. Code §§ 1798.80 et seq. (Count VII); Violation of N.Y. Gen. Bus. Law, §349 et seq. (Count VIII); Breach of Contract (Count IX); Breach of Implied Contract (Count X); Violation of the Illinois Consumer Fraud & Deceptive Practices Act, 815 ILCS 505/1 et seq. (Count XI); and Violation of the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, et seq. (Count XII). The Action seeks, among other things, benefits for persons who were injured by the Phishing Incidents.

ABM has denied and continues to deny all of the claims made in the Action, as well as all charges of wrongdoing or liability against it.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Evelia Davila and Larry Wade) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class members. One Court and one judge—in this case, Judge Kenneth R. Freeman—resolves the issues for all Class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or ABM. Instead, the Plaintiffs negotiated a settlement with ABM that allows both Plaintiffs and ABM to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class members to obtain benefits without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class members. This Settlement does not mean that ABM did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are part of this Settlement as a Settlement Class member if you were previously notified by ABM of either the July 2017 Phishing Incident or the June 2018 Phishing Incident.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement are individuals who were acting as the officers or directors of ABM during 2017 and 2018 and those individuals and entities that timely and validly request exclusion from the Settlement Class.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides Settlement Class members with one or two years of credit monitoring, plus free fraud consultation and identity theft restoration. In addition, ABM has made improvements to its information security enterprise.

- Settlement Class members who were notified by ABM about *one* of the Phishing Incidents, *either* the July 2017 Phishing Incident *or* the June 2018 Phishing Incident, may request to receive one year of credit monitoring. This one year of credit monitoring is in addition to any other credit monitoring you obtained from ABM after the Phishing Incidents.
- Settlement Class members who were notified by ABM about *both* the July 2017 Phishing Incident *and* the June 2018 Phishing Incident may request to receive two years of credit monitoring. These two years of credit monitoring are in addition to any other credit monitoring you obtained from ABM after the Phishing Incidents.

8. Tell me more about the additional credit monitoring.

The credit monitoring protection, fraud consultation, and identity theft restoration services will be provided by Kroll Information Assurance, LLC. The protection includes: (1) alerts when a new line of credit is applied for in your name; (2) fraud consultation, which provides unlimited access to consultation with fraud specialists; and (3) identity theft restoration, which provides access to a dedicated investigator who works to uncover the scope of the identity theft and to resolve it.

HOW TO GET ADDITIONAL CREDIT MONITORING

9. How do I get additional credit monitoring from the Settlement?

To receive credit monitoring, you must request enrollment by June 7, 2021. If the Claims Administrator had to re-mail your settlement notice, the settlement notice will show a different deadline to request enrollment. Please comply with the deadline on your notice. If you have any questions about your deadline to request enrollment, please contact the Claims Administrator at 1-866-742-7467.

Credit Monitoring Request Forms are available and may be submitted online at www.SettlementABM.com. Forms are also available by calling 1-866-742-7467 or by writing to *Davila v. ABM Industries Incorporated* Claims Administrator, P.O. Box 43141, Providence, RI 02940-3141.

10. When will I get my additional credit monitoring?

The Court will hold a Final Fairness Hearing at 10:00 a.m. on June 22, 2021 to decide whether to approve the Settlement. The hearing will take place at the Superior Court of the State of California, County of Los Angeles, 312 N. Spring Street, Los Angeles, CA 90012 in Department 14. You may appear remotely at this hearing via Zoom using instructions that will be available at www.SettlementABM.com. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. It also takes time for all the Settlement Benefits to be processed, depending on the number of requests and whether any appeals are filed. Please be patient.

11. What am I giving up to get additional credit monitoring or stay in the Settlement?

Unless you exclude yourself from the Settlement, you will release certain legal claims. This means that you will no longer be able to sue, continue to sue, or be part of any other lawsuit against ABM and related parties about the claims made in this Action and released by the Settlement Agreement. You will be legally bound by all of the Court's orders, as well as the "Released Claims," as defined below.

12. What are the Released Claims?

Upon the Effective Date, all of the Class Representatives, Class members, Class Counsel, and their respective partners, employees, attorneys, heirs, executors, administrators, successors, successors-in-interest, assigns, predecessors, trustees, estates, and transferees ("Released Plaintiff Parties"), will fully, finally, and forever release, relinquish, and discharge any and all claims and causes of action of every nature and description, whether arising under federal, state, statutory, regulatory, common, foreign, or other law, that arise in any way from or relate to the July 2017 or June 2018 Phishing Incidents and that could have been alleged based on the facts asserted in the Complaint (other than claims to enforce the Settlement) ("Released Claims"), against each and every one of the ABM Released Parties (includes ABM and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns). Upon the Effective Date, and without any further action, Class Representatives further agree not to knowingly and voluntarily assist in any way any third party in commencing or prosecuting any suit against the ABM Released Parties (includes ABM and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns) relating to any Released Claim.

Upon the Effective Date of the Settlement, and without further action, ABM, on behalf of itself, and its heirs, executors, trustees, administrators, predecessors, successors, and assigns, shall fully, finally, and forever release, relinquish, and discharge any and all claims and causes of action of every nature and description (including unknown claims), whether arising under federal, state, statutory, regulatory, common, foreign, or other law, relating to the institution, prosecution, or settlement of the Action that ABM could have asserted against the Released Plaintiff Parties or Class Counsel (other than claims to enforce the Settlement).

The Effective Date is the date the Settlement in the Action becomes effective and final, and occurs when all of the following conditions have occurred: (i) the Stipulation and Settlement has been fully executed by all parties and their counsel; (ii) Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of the Stipulation, and approving the forms of Notice; (iii) the notice program has been executed in accordance with the Preliminary Approval Order; (iv) the Court has entered a Final Order and Judgment finally approving the Stipulation; and (v) the Final Judgment has been entered and all times to appeal therefrom have expired with (1) no appeal or other review proceeding having been commenced; or (2) an appeal or other review proceeding having been commenced, and such appeal or other review having been concluded such that it is no longer subject to review by any court, whether by appeal, petitions for rehearing or reargument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been resolved in a manner that affirms the Final Judgment in all material respects.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Davila, et al. v. ABM Industries Incorporated*, Case No. BC699176, in the Superior Court of the State of California, County of Los Angeles. Your letter must also include your name, address, and signature. You must mail your exclusion request postmarked no later than **May 7, 2021** to:

Davila v. ABM Industries Incorporated
Claims Administrator
P.O. Box 43141
Providence, RI 02940-3141

14. If I exclude myself, can I still get additional credit monitoring from the Settlement?

No. If you exclude yourself from the Settlement, you cannot also submit a Credit Monitoring Request Form because you will no longer be eligible for it.

15. If I do not exclude myself, can I sue ABM for the same thing later?

No. If you stay in the Settlement (*i.e.*, do nothing or do not exclude yourself from the Settlement), you give up any right to separately sue ABM and related parties for the claims asserted in this Action and released by the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed Ebby S. Bakhtiar and Francis Flynn of Livingston Bakhtiar and Evan M. Meyers and Eugene Y. Turin of McGuire Law, P.C. to represent you and other Settlement Class members. These lawyers are called Class Counsel. You will not be charged for these lawyers. Their contact information is in Paragraph 18 below. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees and costs in the amount of \$300,000, and \$7,500 for each of the two Class Representatives. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid separately by ABM and will not reduce the amount of credit monitoring available to Settlement Class members.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

18. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must mail to the Claims Administrator, Class Counsel, and ABM's Counsel a written notice stating that you object to the Settlement in *Davila, et al. v. ABM Industries Incorporated*, Case No. BC699176, in the Superior Court of the State of California, County of Los Angeles.

Your objection must include:

- 1) your full name, address, telephone number, and email address;
- 2) information or proof showing you are a Settlement Class member;
- 3) the reasons why you object to the Settlement, including any documents supporting your objection;
- 4) the name and address of your attorney, if you have retained one;
- 5) the name and address of any attorneys representing you that may appear at the Final Fairness Hearing;
- 6) a list of all persons who will be called to testify at the Final Fairness Hearing in support of your objection;
- 7) a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;
- 8) a list, by case name, court, and docket number, of all other cases in which you (directly or through a lawyer) have filed an objection to any proposed class action settlement within the last three years;
- 9) a list, by case name, court, and docket number, of all other cases in which your lawyer (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three years;
- 10) a list, by case number, court, and docket number, of all other cases in which you have been a named plaintiff in any class action or served as a lead plaintiff or class representative; and
- 11) your signature or the signature of your attorney or other duly authorized representative (along with documentation illustrating representation).

Your objection must be sent by U.S. Mail to the Claims Administrator at the address set forth in Paragraph 13 above, and postmarked by **May 7, 2021**. You must also mail copies of your objection to Class Counsel and ABM Counsel, postmarked by **May 7, 2021**, at the addresses set forth below. Once received, your Objection will be sent directly to the Court.

Class Counsel:

Ebby S. Bakhtiar
Livingston Bakhtiar
3435 Wilshire Boulevard
Suite 1669
Los Angeles, CA 90010
esb@livingstonbakhtia.com

Evan M. Meyers
McGuire Law, P.C.
55 West Wacker Drive
9th Floor
Chicago, IL 60601
emeyers@mcgpc.com

ABM's Counsel:

Casie D. Collignon
Baker & Hostetler LLP
1801 California Street
Suite 4400
Denver, CO 80202

19. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or file a claim because the Settlement no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing at 10:00 a.m. on June 22, 2021, in the Superior Court of the State of California, County of Los Angeles, 312 N. Spring Street, Los Angeles, California 90012, in Department 14. You may appear remotely at this hearing via Zoom using instructions that will be available at www.SettlementABM.com. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing. The Court will also decide whether to approve fees and costs to Class Counsel, and approve the service awards to the Class Representatives.

21. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

22. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, please follow the instructions provided in Question 18 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not receive any credit monitoring from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against ABM or related parties about the issues involved in the Action, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

24. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are available in the Stipulation and Settlement Agreement, which is available at www.SettlementABM.com, or by writing to the Davila v. ABM Industries Incorporated Claims Administrator, P.O. Box 43141, Providence, RI 02940-3141.

25. How do I get more information?

Go to www.SettlementABM.com, call 1-866-742-7467, or write to Davila v. ABM Industries Incorporated Claims Administrator, P.O. Box 43141, Providence, RI 02940-3141.

***Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the Action.***