

**IN THE COURT OF COMMON PLEAS OF  
MONTGOMERY COUNTY, PENNSYLVANIA**

IN RE BRIGHTVIEW HOLDINGS, INC.  
SECURITIES LITIGATION

CIVIL ACTION

Consolidated Case No. 2019-07222

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,  
AND MOTION FOR ATTORNEYS' FEES AND EXPENSES**

**If you purchased or otherwise acquired the publicly traded common stock of BrightView Holdings, Inc. (“BrightView” or the “Company”) pursuant and/or traceable to the Company’s Offering Materials for its June 29, 2018, initial public offering of 24,495,000 shares, you may be entitled to a payment from a class action settlement.**

*A Court authorized this Notice. This is not a solicitation from a lawyer.*

- The purpose of this Notice is to inform you of the pendency of this securities class action (the “Action”), the proposed settlement of the Action (the “Settlement”),<sup>1</sup> and a hearing to be held by the Court to consider: (i) whether the Settlement should be approved; (ii) whether the proposed plan for allocating the proceeds of the Settlement (the “Plan of Allocation”) should be approved; and (iii) Co-Lead Counsel’s application for attorneys’ fees and expenses (*see* page 7 below). This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement, wish to object, or wish to be excluded from the Settlement Class.
- If approved by the Court, the Settlement will create an \$11.5 million cash fund, plus earned interest, for the benefit of eligible Settlement Class Members, after the deduction of attorneys’ fees and expenses awarded by the Court, Notice and Administration Expenses, and Taxes. This is an average recovery of approximately \$0.18 per allegedly damaged share, before these deductions.
- The Settlement resolves claims by Lead Plaintiff Gregory S. McComas, Sr. (“McComas” or “Lead Plaintiff”), that have been asserted on behalf of the Settlement Class (defined below) against BrightView; MSD Partners L.P., MSD Valley Investment, LLC (collectively, “MSD”); Kohlberg Kravis Roberts & Co. L.P., and KKR BrightView Aggregator L.P. (collectively “KKR”); Andrew V. Masterman, John A. Feenan, Louay H. Khatib, James R. Abrahamson, David R. Caro, Paul E. Raether, Richard W. Roedel, and Joshua T. Weisenbeck (collectively the “Individual Defendants”); and Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, KKR Capital Markets LLC, UBS Securities LLC, Robert W. Baird & Co. Incorporated, Credit Suisse Securities (USA) LLC, Macquarie Capital (USA) Inc., Jefferies LLC, Mizuho Securities USA LLC, Morgan Stanley & Co. LLC, RBC Capital Markets, LLC, Nomura Securities International, Inc., Stifel, Nicolaus & Company, Incorporated, William Blair & Company, L.L.C., Moelis & Company LLC, and SMBC Nikko Securities America, Inc. (collectively the “Underwriter Defendants” and with BrightView, KKR, MSD, and the Individual Defendants, collectively, the “Defendants”). It avoids the costs and risks of continuing the litigation; pays money to eligible investors; and releases the Released Defendant Parties (defined below) from liability.

**If you are a Settlement Class Member, your legal rights will be affected by this Settlement whether you act or do not act.  
Please read this Notice carefully.**

<sup>1</sup> The terms of the Settlement are in the Stipulation and Agreement of Settlement, dated August 27, 2020 (the “Stipulation”), which can be viewed at [www.BrightViewSecuritiesSettlement.com](http://www.BrightViewSecuritiesSettlement.com). All capitalized terms not defined in this Notice have the same meanings as defined in the Stipulation.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY JANUARY 27, 2021</b>	The <u>only</u> way to get a payment. <i>See</i> Question 8 below for details.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY NOVEMBER 23, 2020</b>	Get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties concerning the Released Claims. <i>See</i> Question 11 below for details.
<b>OBJECT BY NOVEMBER 23, 2020</b>	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or Co-Lead Counsel’s Fee and Expense Application. If you object, you will still be a member of the Settlement Class. <i>See</i> Question 16 below for details.
<b>PARTICIPATE IN A SETTLEMENT HEARING ON DECEMBER 14, 2020, AT 1:30 PM AND FILE A NOTICE OF INTENTION TO APPEAR BY NOVEMBER 23, 2020</b>	Ask to speak in Court at the Settlement Hearing about the Settlement. <i>See</i> Question 20 below for details.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to all Settlement Class Members who timely submit valid Proof of Claim and Release forms (“Claim Forms”), if the Court approves the Settlement and after any appeals are resolved. Please be patient.

### **SUMMARY OF THE NOTICE**

#### **Statement of the Settlement Class’s Recovery**

1. Subject to Court approval, Lead Plaintiff, on behalf of the Settlement Class, has agreed to settle the Action in exchange for a payment of \$11,500,000 in cash (the “Settlement Amount”), which will be deposited into an interest-bearing Escrow Account (the “Settlement Fund”). Based on Lead Plaintiff’s consulting damages expert’s estimate of the number of shares of BrightView publicly traded common stock eligible to participate in the Settlement, and assuming that all investors eligible to participate in the Settlement do so, it is estimated that the average recovery, before deduction of any Court-approved fees and expenses, such as attorneys’ fees, litigation expenses, Taxes, and Notice and Administration Expenses, would be approximately \$0.18 per allegedly damaged share. If the Court approves Co-Lead Counsel’s Fee and Expense Application (discussed below), the average recovery would be approximately \$0.12 per allegedly damaged share. **These average recovery amounts are only estimates and Settlement Class Members may recover more or less than these estimated amounts.** A Settlement Class Member’s actual recovery will depend on, for example: (i) the total number of claims submitted; (ii) the amount of the Net Settlement Fund; and (iii) whether and when the Settlement Class Member sold BrightView common stock. *See* the Plan of Allocation beginning on page 9 for information on the calculation of your Recognized Claim.

#### **Statement of Potential Outcome of Case if the Action Continued to Be Litigated**

2. The Parties disagree about both liability and damages and do not agree about the amount of damages that would be recoverable if Lead Plaintiff were to prevail on each claim alleged. The issues on which the Parties disagree include, for example: (i) whether the Offering Materials contained untrue statements of material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) the extent to which external factors, such as general market, economic, and industry conditions, influenced the trading prices of BrightView common stock at various times; (iii) the appropriate economic models for measuring damages; and (iv) whether class members suffered any damages.

3. Defendants have denied and continue to deny any and all allegations of wrongdoing or fault asserted in the Action, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Lead Plaintiff and the Settlement Class have suffered any loss attributable to Defendants’ actions or omissions. While Lead Plaintiff believes it has meritorious claims, it recognizes that there are significant obstacles in the way to recovery.

#### **Statement of Attorneys’ Fees and Expenses Sought**

4. Co-Lead Counsel, on behalf of all Plaintiff’s Counsel, will apply to the Court for an award of attorneys’ fees from the Settlement Fund in an amount not to exceed 33 1/3% of the Settlement Fund, which includes any accrued interest. Co-Lead Counsel will also apply for payment of litigation expenses incurred by Plaintiff’s Counsel in prosecuting the Action in an amount not to exceed \$150,000, plus accrued interest, which may include a service award for the reasonable costs and expenses of Lead Plaintiff related to his representation of the Settlement Class. If the Court approves Co-Lead Counsel’s Fee and Expense Application in full, the average amount of fees and expenses, assuming claims are filed for all shares eligible to participate in the Settlement, will be approximately \$0.06 per allegedly damaged share of BrightView common stock. A copy of the Fee and Expense Application will be posted on [www.BrightViewSecuritiesSettlement.com](http://www.BrightViewSecuritiesSettlement.com) after it has been filed with the Court.

## **Reasons for the Settlement**

5. For Lead Plaintiff, the principal reason for the Settlement is the guaranteed cash benefit to the Settlement Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the Amended Complaint; the risk that the Court may grant some or all of the anticipated summary judgment motions to be filed by Defendants; the risk of the Court enforcing the federal forum selection provision contained in BrightView's certificate of incorporation; the uncertainty of having a class certified; the uncertainty inherent in the Parties' various and competing theories of liability, causation, and damages; the uncertainty of a greater recovery after a trial and appeals; the risks of litigation, especially in complex actions like this; as well as the difficulties and delays inherent in such litigation (including any trial and appeals).

6. For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that Settlement Class Members were damaged, the principal reasons for entering into the Settlement are to end the burden, expense, uncertainty, and risk of further litigation.

## **Identification of Attorneys' Representatives**

7. Lead Plaintiff and the Settlement Class are represented by Co-Lead Counsel, Alfred L. Fatale III, Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, (888) 219-6877, [www.labaton.com](http://www.labaton.com), [settlementquestions@labaton.com](mailto:settlementquestions@labaton.com); Patrick V. Dahlstrom, Pomerantz LLP, 10 South La Salle Street, Suite 3505, Chicago, IL 60603, (312) 377-1181, [www.pomlaw.com](http://www.pomlaw.com); and Guillaume Buell, Thornton Law Firm LLP, 1 Lincoln Street, Boston, MA, 02111, (617) 531-3933, [www.tenlaw.com](http://www.tenlaw.com).

8. Further information regarding the Action, the Settlement, and this Notice may be obtained by contacting the Claims Administrator at (877) 883-8244; by visiting [www.BrightViewSecuritiesSettlement.com](http://www.BrightViewSecuritiesSettlement.com); or by contacting Co-Lead Counsel.

**Please Do Not Call the Court with Questions About the Settlement.**

## **BASIC INFORMATION**

### **1. Why did I get this Notice?**

9. You or someone in your family may have purchased or acquired BrightView's publicly traded common stock pursuant and/or traceable to the Company's Offering Materials for its June 29, 2018, IPO of 24,495,000 shares. **Receipt of this Notice does not mean that you are a Member of the Settlement Class or that you will be entitled to receive a payment. If you wish to be eligible for a payment, you are required to submit the Claim Form that is being distributed with this Notice. See Question 8 below.**

10. The Court directed that this Notice be sent to Settlement Class Members because they have a right to know about the proposed Settlement of this class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement.

11. The Court in charge of the Action is the Court of Common Pleas of Montgomery County, Pennsylvania, and the case is known as *In re BrightView Holdings, Inc., Securities Litigation*, No. 2019-0722 (the "Action"). The Action is assigned to the Honorable Jeffrey S. Saltz.

### **2. What is this case about and what has happened so far?**

12. BrightView is a leading provider of commercial landscaping services. Lead Plaintiff's claims arise from allegedly material misstatements and omissions made by Defendants in the Offering Materials issued in connection with the Company's IPO of 24,495,000 shares of common stock, which closed on July 2, 2018. BrightView's common stock issued in the IPO was registered with the U.S. Securities and Exchange Commission (the "SEC") pursuant to the registration statement filed with the SEC on Form S-1, which following several amendments, was declared effective by the SEC on June 28, 2018 (the "Registration Statement"). On or about June 29, 2018, BrightView filed with the SEC the final prospectus for the IPO (the "Prospectus"), which forms part of the Registration Statement (the Prospectus and Registration Statement, as amended, are referred to collectively as the "Offering Materials").

13. Lead Plaintiff alleges that the Offering Materials presented favorable information about the Company, its operations, and its financial prospects, and touted the Company's predictable revenue base, long standing customer contracts, and important workforce. Lead Plaintiff alleges that the Registration Statement failed to disclose that prior to the IPO: (i) the Company was saddled with a multitude of "lower profit" or "less profitable" contracts, and, as a result, had commenced an undisclosed "Managed Exit" initiative to intentionally exit these low profit contracts; (ii) BrightView was unable to obtain employees for its workforce through the H-2B visa program as it historically had, and, without those employees, the Company was facing a labor shortage and increased labor costs; and (iii) the "potential" risks associated with customer retention, cancellation of contracts, and the Company's workforce, disclosed by Defendants had already materialized, and were not prospective, as Defendants claimed. Lead Plaintiff alleges that undisclosed issues and the impact they had on the Company's growth caused the Company's stock price to fall well below the IPO price.

14. On April 16, 2019, Lead Plaintiff filed a securities class action complaint in the Court of Common Pleas of Montgomery County, Pennsylvania, on behalf of investors in the IPO, captioned *Gregory S. McComas Sr. v. BrightView Holdings, Inc., et al.*, No. 2019-07222 (the "McComas Action"). The complaint alleged violations of Sections 11 and 15 of the Securities Act of 1933 ("Securities Act") for alleged misstatements and omissions in the Offering Materials for BrightView's IPO.

15. Lead Plaintiff filed an Amended Class Action Complaint on May 31, 2019 (the "Amended Complaint"). The Amended Complaint alleges violations of Section 11 and 15 of the Securities Act on behalf of a class of all who purchased or otherwise acquired BrightView common stock pursuant and/or traceable to the Company's Offering Materials.

16. On June 5, 2019, another BrightView investor—David Speiser (“Speiser”)—filed a securities class action complaint, captioned *David Speiser v. BrightView Holdings, Inc., et al.*, No. 2019-14989 (the “Speiser Action”), in the Court of Common Pleas of Montgomery County, Pennsylvania, asserting claims under Sections 11 and 15 of the Securities Act for alleged misstatements and omissions in the Offering Materials for BrightView’s June 29, 2018 IPO.

17. On July 19, 2019, the Court issued an Order: (i) appointing Gregory S. McComas, Sr. and David Speiser as lead plaintiffs; (ii) appointing Labaton Sucharow LLP, Thornton Law Firm LLP, and Pomerantz LLP as Co-Lead Counsel and Goldman Scarlato & Penny, P.C. as Liaison Counsel; and (iii) consolidating the McComas Action and the Speiser Action, and all subsequently filed actions related to the same subject matter, under the caption: *In re BrightView Holdings, Inc. Sec. Litig.*, No. 2019-07222.

18. On August 12, 2019, Defendants filed their preliminary objections to the Amended Complaint and a petition for dismissal for *forum non conveniens* or for a stay. McComas and Speiser filed answers to Defendants’ preliminary objections and the *forum non conveniens* petition on September 11, 2019. On October 3, 2019, Defendants filed reply briefs in further support of their preliminary objections and their petition for dismissal. The Parties appeared before the Court for oral argument on these motions on November 1, 2019.

19. Discovery was initiated on September 26, 2019, by service of document requests and requests for admission on BrightView. On October 16, 2019, Defendants filed a motion to stay discovery pending the disposition of Defendants’ preliminary objections to the Amended Complaint. On November 12, 2019, McComas and Speiser filed an answer to Defendants’ motion. On November 15, 2019, Defendants withdrew their motion to stay.

20. On November 5, 2019, McComas and Speiser filed a motion for class certification, appointment as class representatives, and the appointment of Co-Lead Counsel as class counsel. On January 27, 2020, the Parties stipulated to Speiser’s withdrawal as a Lead Plaintiff and as a proposed class representative. Defendants opposed the class certification motion on February 14, 2020. The motion was pending when the Parties agreed to settle the Action.

21. On November 6, 2019, the Court overruled Defendants’ preliminary objections to Lead Plaintiff’s Amended Complaint and denied Defendants’ petition for dismissal for *forum non conveniens* or for a stay in its entirety.

22. On January 10, 2020, Defendants filed their answers to the Amended Complaint and new matters setting forth their defenses. On January 31, 2020, Lead Plaintiff filed answers to Defendants’ new matters.

23. On March 25, 2020, the Parties notified the Court of the Delaware Supreme Court’s decision in *Salzberg v. Sciabacucchi*, No. 346, 2019 (Del. Mar. 18, 2020), upholding the facial validity of the federal forum selection provisions in the certificates of incorporation of several companies. BrightView’s certificate of incorporation contains a similar federal forum selection provision.

24. Beginning in March 2020, the Parties began discussing the possibility of resolving the claims asserted in the Action through mediation. Lead Plaintiff, BrightView, and the Individual Defendants engaged Michelle Yoshida, a well-respected and experienced mediator, to assist them in exploring a potential negotiated resolution of the claims against all Defendants. Lead Plaintiff, BrightView, and the Individual Defendants met with Mediator Yoshida during an all-day mediation session on June 4, 2020, and on June 17, 2020. The June 17, 2020, session concluded with a settlement recommendation from Mediator Yoshida, and on June 22, 2020, the Parties accepted the proposal and reached an agreement in principle to settle the claims against all of the Defendants, subject to the negotiation of a mutually acceptable stipulation of settlement.

**3. Why is this a class action?**

25. In a class action, one or more persons or entities (in this case, Lead Plaintiff), sue on behalf of people and entities who have similar claims. Together, these people and entities are a “class,” and each is a “class member.” Class actions allow the adjudication of many individuals’ similar claims that might be too small economically to bring as individual actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt-out,” from the class. In this Action, the Court has appointed Gregory S. McComas, Sr. to serve as Class Representative, for purposes of the Settlement, and has appointed Labaton Sucharow LLP, Thornton Law Firm, and Pomerantz LLP to serve as Co-Lead Counsel, for purposes of the Settlement.

**4. What are the reasons for the Settlement?**

26. The Court did not finally decide in favor of Lead Plaintiff or Defendants. Instead, both sides agreed to a settlement. Lead Plaintiff and Co-Lead Counsel believe that the claims asserted in the Action have merit. They recognize, however, the expense and length of continued proceedings needed to pursue the claims through trial and appeals, as well as the difficulties in establishing liability. For example, Defendants have raised a number of arguments and defenses (which they would raise at summary judgment and trial) countering Lead Plaintiff’s allegations that the Offering Materials failed to disclose material adverse facts known to Defendants at the time of the Offering. Defendants would also continue to pursue their arguments based on BrightView’s federal forum selection provision, and Lead Plaintiff would face substantial risk of further delay and motion practice if he is required to recommence this action in federal court.

27. Even assuming Lead Plaintiff could establish liability, the amount of damages that could be attributed to the allegedly false and misleading statements would also be hotly contested. Defendants would likely argue that any drop in BrightView’s stock price resulted from factors other than the alleged misstatements or omissions in the Offering Materials. In the absence of a settlement, the Parties would present factual and expert testimony on each of these issues, and there is a risk that the Court or jury would resolve these issues unfavorably against Lead Plaintiff and the Settlement Class. Lead Plaintiff and Co-Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

28. Defendants have denied and continue to deny any wrongdoing or that they committed any act giving rise to any liability or

violation of any law including the U.S. Securities laws. Defendants deny each and every one of the claims alleged by Lead Plaintiff in the Action, including all claims in the Amended Complaint. Nonetheless, Defendants have concluded that continuation of the Action would be protracted and expensive and have taken into account the uncertainty and risks inherent in any litigation, especially a complex case like this Action.

## WHO IS IN THE SETTLEMENT

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

29. The Court directed, for the purposes of the proposed Settlement, that everyone who fits the following description is a Settlement Class Member and subject to the Settlement unless they are an excluded person (*see* Question 6 below) or take steps to exclude themselves from the Settlement Class (*see* Question 11 below):

***all persons and entities who or which purchased or otherwise acquired BrightView's publicly traded common stock pursuant and/or traceable to the Company's Offering Materials for its initial public offering of 24,495,000 shares, and who were allegedly damaged thereby.***

30. You are a Settlement Class Member only if you purchased or otherwise acquired BrightView publicly traded common stock pursuant and/or traceable to the Company's Offering Materials for its IPO, which occurred on or about June 29, 2018. For purposes of the Settlement, purchases/acquisitions of shares from June 28, 2018 through April 16, 2019 (the date this lawsuit was filed), will be potentially eligible for a recovery. Check your investment records or contact your broker to see if you have any eligible purchases or acquisitions.

### 6. Are there exceptions to being included?

31. Yes. There are some individuals and entities who are excluded from the Settlement Class by definition. Excluded from the Settlement Class are: (i) Defendants and the Individual Defendants' immediate family members; (ii) the Officers and Directors of BrightView, KKR, MSD, and the Underwriter Defendants; (iii) any entity that is an affiliate of a Defendant or in which any Defendant has or had a controlling interest, provided, however, that any "Investment Vehicle" shall not be excluded from the Settlement Class; and (iv) the legal representatives, heirs, successors, or assigns of any excluded person or entity. Also excluded from the Settlement Class is anyone who timely and validly seeks exclusion from the Settlement Class in accordance with the procedures described in Question 11 below.

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

32. In exchange for the Settlement and the release of the Released Claims against the Released Defendant Parties (*see* Question 10 below), Defendants have agreed to cause an \$11.5 million cash payment to be made, which, along with any interest earned, will be distributed after deduction of Court-awarded attorneys' fees and litigation expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court (the "Net Settlement Fund"), to Settlement Class Members who send in valid and timely Claim Forms.

### 8. How can I receive a payment?

33. To qualify for a payment from the Net Settlement Fund, you must submit a timely and valid Claim Form. A Claim Form is included with this Notice. You may also obtain one from the website dedicated to the Settlement: [www.BrightViewSecuritiesSettlement.com](http://www.BrightViewSecuritiesSettlement.com). You can also request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at (877) 883- 8244.

34. Please read the instructions contained in the Claim Form carefully. Fill out the Claim Form, include all the documents the form requests, sign it, and either mail it to the Claims Administrator using the address listed in the Claim Form or submit it online at [www.BrightViewSecuritiesSettlement.com](http://www.BrightViewSecuritiesSettlement.com). Claim Forms must be **postmarked (if mailed) or received no later than January 27, 2021**.

### 9. When will I receive my payment?

35. The Court will hold a Settlement Hearing on **December 14, 2020**, to decide, among other things, whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals which can take time to resolve, perhaps more than a year. It also takes a long time for all of the Claim Forms to be accurately reviewed and processed. Please be patient.

### 10. What am I giving up to receive a payment and by staying in the Settlement Class?

36. If you are a Settlement Class Member and do not timely and validly exclude yourself from the Settlement Class, you will remain in the Settlement Class and that means that, upon the "Effective Date" of the Settlement, you will release all "Released Claims" against the "Released Defendant Parties."

(a) **"Released Claims"** means any and all manner of actions, suits, demands, rights, liabilities, damages, costs, duties, controversies, obligations, debts, sums of money, contracts, agreements, promises, losses, judgments, allegations, arguments, causes of action, restitution, rescission, interest, attorneys' fees, expert or consulting fees, expenses, matters, issues, and known claims or Unknown Claims (as defined below), whether contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, class or individual in nature, apparent or unapparent, whether concealed or hidden, whether based on federal, state, local, foreign, statutory, administrative, or common law or any other law, rule, or regulation, at law or in equity, whether held directly, or representatively, that Lead Plaintiff or any other Settlement Class Member: (i) asserted in any complaint or other pleading filed in this

Action; or (ii) could have asserted in the Action or any forum, domestic or foreign, that arise out of, are based upon, or relate to, directly or indirectly, in whole or in part: (a) the allegations, transactions, facts, events, matters, occurrences, acts, disclosures (including (without limitation) the adequacy and completeness of such disclosures, the Prospectus, the Registration Statement, and the Offering Materials), representations, statements, omissions, failures to act, or any other matter whatsoever involved or referred to in the Action; and (b) the purchase, acquisition, sale, other disposition, or holding of BrightView publicly traded common stock pursuant and/or traceable to the IPO. For the avoidance of doubt, Released Claims do not include: (i) claims relating to the enforcement of the Settlement; and (ii) any claims of Persons who submit a timely and valid request for exclusion that is accepted by the Court.

(b) **“Released Defendant Party” or “Released Defendant Parties”** means Defendants, Defendants’ Counsel, and each of their respective past or present subsidiaries, parents, affiliates, principals, the successors and predecessors and assigns in interest of any of them, joint venturers, officers, directors, shareholders, underwriters, trustees, partners, members, agents, fiduciaries, contractors, employees, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, estates, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any member of an Individual Defendant’s immediate family, or any trust of which any Individual Defendant is a settlor or which is for the benefit of any Defendant and/or member(s) of his or her family, and each of the heirs, executors, administrators, trustees, predecessors, successors, and assigns of the foregoing.

(c) **“Unknown Claims”** means any and all Released Claims that Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and Defendants shall expressly, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Lead Plaintiff, other Settlement Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants’ Claims, but Lead Plaintiff and Defendants shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants’ Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiff and Defendants acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was a material element of the Settlement.

37. The “Effective Date” will occur when an Order entered by the Court approving the Settlement becomes Final and is not subject to appeal. If you remain a member of the Settlement Class, all of the Court’s orders, whether favorable or unfavorable, will apply to you and legally bind you.

38. Upon the “Effective Date,” Defendants will also provide a release of any claims against Lead Plaintiff and the Settlement Class arising out of or related to the institution, prosecution, or settlement of the claims in the Action.

#### **EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS**

39. If you want to keep any right you may have to sue or continue to sue Defendants and the other Released Defendant Parties on your own concerning the Released Claims, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or “opting out.” **Please note:** If you decide to exclude yourself, there is a risk that any lawsuit you may file to pursue claims alleged in the Action may be dismissed, including because the suit is not filed within the applicable time periods required for filing suit. Also, BrightView may terminate the Settlement if more than a certain number of exclusion requests are received.

#### **11. How do I exclude myself from the Settlement Class?**

40. To exclude yourself from the Settlement Class, you must mail a signed letter to the address set forth below, stating that you request to be “excluded from the Settlement Class in *In re BrightView Holdings, Inc. Sec. Litig.*, No. 2019-07222.” You cannot exclude yourself by telephone or email. Each request for exclusion must also: (i) state the name, address, telephone number, and email address of the person or entity requesting exclusion; (ii) state the date(s), price(s), and number(s) of shares of BrightView common stock purchased during the period from June 28, 2018 through April 16, 2019, and provide documentation of the purchases/acquisitions; (iii) state the date(s), price(s), and number(s) of shares of BrightView common stock sold during the period from June 28, 2018 through August 26, 2020, and provide documentation of the sales; (iii) state the number of shares held through the close of trading on August 26, 2020; and (iv) be signed by the Person requesting exclusion or an authorized representative. Only members of the Settlement Class can request exclusion. A request for exclusion must be mailed so that it is **received no later than November 23, 2020**, at:

*BrightView Holdings, Inc. Securities Litigation*  
EXCLUSIONS  
c/o A.B. Data, Ltd.  
P.O. Box 173001  
Milwaukee, WI 53217

41. This information is needed to determine whether you are a member of the Settlement Class. Your exclusion request must comply with these requirements in order to be valid. If you ask to be excluded, do not submit a Claim Form because you cannot receive any payment from the Net Settlement Fund. Also, you cannot object to the Settlement because you will not be a Settlement Class Member. However, if you submit a valid exclusion request, you will not be legally bound by anything that happens in the Action, and you may be able to sue (or continue to sue) Defendants and the other Released Defendant Parties in the future.

**12. If I do not exclude myself, can I sue Defendants and the other Released Defendant Parties for the same thing later?**

42. No. If you are a member of the Settlement Class, unless you properly exclude yourself, you will give up any rights to sue Defendants and the other Released Defendant Parties for any and all Released Claims. If you have a pending lawsuit against any of the Released Defendant Parties, **speak to your lawyer in that case immediately**. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **November 23, 2020**.

**13. If I exclude myself, can I get money from the proposed Settlement?**

43. No, only Settlement Class Members are eligible to recover money from the Settlement.

**THE LAWYERS REPRESENTING YOU**

**14. Do I have a lawyer in this case?**

44. Labaton Sucharow LLP, Thornton Law Firm LLP, Pomerantz LLP, Goldman, Scarlato & Penny, P.C., and Shaye Fuchs are Plaintiff's Counsel in the Action. You will not be separately charged for these lawyers. The Court will determine the amount of attorneys' fees and expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

**15. How will the lawyers be paid?**

45. Plaintiff's Counsel have been prosecuting the Action on a contingent basis and have not been paid for any of their work. Co-Lead Counsel, on behalf of Plaintiff's Counsel, will seek an attorneys' fee award of no more than 33 1/3% of the Settlement Fund, which will include accrued interest. Co-Lead Counsel will also seek payment of litigation expenses incurred by Plaintiff's Counsel in the prosecution of this Action of no more than \$150,000, plus accrued interest, which may include an application for a service award to Lead Plaintiff for the reasonable costs and expenses related to Lead Plaintiff's representation of the Settlement Class. Any attorneys' fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR THE FEE AND EXPENSE APPLICATION**

**16. How do I tell the Court that I do not like something about the proposed Settlement?**

46. If you are a Settlement Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation of the Net Settlement Fund, and/or Co-Lead Counsel's Fee and Expense Application. You may write to the Court about why you think the Court should not approve any or all of the Settlement terms or related relief. If you would like the Court to consider your views, you must file a proper objection within the deadline, and according to the following procedures.

47. To object, you must send a signed document containing all of the following: (i) the name and number of this Action – *i.e.*, “*In re BrightView Holdings, Inc., Sec. Litig.*, No. 2019-07222”; (ii) the title “OBJECTION”; (iii) a statement that you object to the proposed Settlement, the Plan of Allocation, and/or the Fee and Expense Application and the specific reasons for each objection; (iv) any legal and evidentiary support (including witnesses) you wish to bring to the Court's attention; (v) an explanation of whether your objection applies only to you, a subset of the Settlement Class, or the entire Settlement Class; (vi) a statement of the date(s), price(s), and number(s) of shares of all of your purchases and acquisitions of BrightView common stock from June 28, 2018 through April 16, 2019, and the date(s), price(s), and number(s) of shares of all sales of BrightView common stock from June 28, 2018 through August 26, 2020, with documentation of the purchases/acquisitions/sales attached; (vii) whether you are requesting permission to speak to the Court at the Settlement Hearing in support of your objection; (viii) your name, address, telephone number, and email address; and (ix) your signature (or, if you are represented by an attorney, the attorney's signature). Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and/or Co-Lead Counsel's Fee and Expense Application. Your objection must be filed with the Court at the address below **no later than November 23, 2020, and** be mailed or delivered to the following counsel so that it is **received no later than November 23, 2020**:

**Court**  
Office of the Prothonotary  
Montgomery County Court House  
P.O. Box 311  
Norristown, PA 19404

**Co-Lead Counsel**  
**Labaton Sucharow LLP**  
Alfred L. Fatale III, Esq.  
140 Broadway  
New York, NY 10005

**Defendants' Counsel**  
**Representative**  
**Kramer Levin Naftalis & Frankel  
LLP**  
Alan R. Friedman, Esq.  
1177 Avenue of the Americas  
New York, NY 10036

**Pomerantz LLP**  
Patrick V. Dahlstrom, Esq.  
10 South La Salle Street  
Suite 3505  
Chicago, IL 60603

**Thornton Law Firm LLP**  
Guillaume Buell, Esq.  
1 Lincoln Street  
Boston, MA 02111

48. You do not need to attend the Settlement Hearing to have your written objection considered by the Court. However, any Settlement Class Member who has complied with the procedures described in this Question 16 and below in Question 20 may appear at the Settlement Hearing and be heard, to the extent allowed by the Court. An objector may appear in person or arrange, at his, her, or its own expense, for a lawyer to represent him, her, or it at the Settlement Hearing.

**17. What is the difference between objecting and seeking exclusion?**

49. Objecting is telling the Court that you do not like something about the proposed Settlement, Plan of Allocation, or Co-Lead Counsel's Fee and Expense Application. You can still recover money from the Settlement. You can object *only* if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself from the Settlement Class, you have no basis to object because the Settlement and the Action no longer affect you.

**THE SETTLEMENT HEARING**

**18. When and where will the Court decide whether to approve the proposed Settlement?**

50. The Court will hold the Settlement Hearing remotely, through video conferencing technology on the Zoom Meeting Platform, on **December 14, 2020, at 1:30 p.m.** If you want to attend the video hearing, you must contact the Claims Administrator by calling toll-free at (877) 883-8244, sending an email to [info@BrightViewSecuritiesSettlement.com](mailto:info@BrightViewSecuritiesSettlement.com), or visiting the Settlement Website [www.BrightViewSecuritiesSettlement.com](http://www.BrightViewSecuritiesSettlement.com), in advance to obtain the necessary log-in information.

51. At this hearing, the Honorable Jeffrey S. Saltz will consider whether: (i) the Settlement is fair, reasonable, adequate, and should be approved; (ii) the Plan of Allocation is fair and reasonable, and should be approved; and (iii) the application of Co-Lead Counsel for an award of attorneys' fees and payment of litigation expenses is reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 16 above. We do not know how long it will take the Court to make these decisions.

52. You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Settlement Class Members. If you want to attend the hearing, you should check with Co-Lead Counsel or visit the settlement website, [www.BrightViewSecuritiesSettlement.com](http://www.BrightViewSecuritiesSettlement.com), beforehand to be sure that the hearing date and/or time has not changed.

**19. Do I have to come to the Settlement Hearing?**

53. No. Co-Lead Counsel will answer any questions the Court may have. But you are welcome to attend. See Question 18 above for how to obtain the video log-in information. If you submit a valid and timely objection, the Court will consider it and you do not have to attend the hearing to discuss it. You may have your own lawyer attend (at your own expense), but it is not required. If you do hire your own lawyer to participate in the Settlement Hearing, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 20 below **no later than November 23, 2020**.

**20. May I speak at the Settlement Hearing?**

54. If you are a member of the Settlement Class, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must, either (i) include your request in a properly filed objection in accordance with the requirements under Question 16 above, or (ii) **no later than November 23, 2020**, submit a statement to the Court, Co-Lead Counsel, and Defendants' Counsel that you, or your attorney, intend to appear in "*In re BrightView Holdings, Inc. Sec. Litig.*, No. 2019-07222." You may not speak at the Settlement Hearing if you exclude yourself from the Settlement Class or if you have not provided written notice of your intention to speak at the Settlement Hearing in accordance with the procedures described in this Question 20 and Question 16 above.



## IF YOU DO NOTHING

### 21. What happens if I do nothing at all?

55. If you do nothing and you are a member of the Settlement Class, you will receive no money from the Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims. To share in the Net Settlement Fund, you must submit a Claim Form (see Question 8 above). To start, continue, or be a part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims, you must exclude yourself from the Settlement Class (see Question 11 above).

### GETTING MORE INFORMATION

### 22. Are there more details about the Settlement?

56. This Notice summarizes the proposed Settlement. More details are contained in the Stipulation. You can get a copy of the Stipulation, and other documents related to the Settlement, as well as additional information about the Settlement, by visiting the website dedicated to the Settlement, [www.BrightViewSecuritiesSettlement.com](http://www.BrightViewSecuritiesSettlement.com). You may also call the Claims Administrator toll-free at (877) 883-8244 or write to the Claims Administrator at *BrightView Holdings Inc. Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173006, Milwaukee, WI 53217. **Please do not call the Court with questions about the Settlement.**

57. You may also review the Stipulation filed with the Court and other documents in this case, at your expense, through the website of the Montgomery County Prothonotary, <http://courtsapp.montcopa.org/psi/v/search/case>.

### PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

### 23. How will my claim be calculated?

58. The Plan of Allocation (the “Plan of Allocation” or “Plan”) set forth below is the plan that is being proposed by Lead Plaintiff and Co-Lead Counsel to the Court for approval. The Court may approve this Plan of Allocation or modify it without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the Settlement website at [www.BrightViewSecuritiesSettlement.com](http://www.BrightViewSecuritiesSettlement.com).

59. The Settlement Amount and the interest it earns is the “Settlement Fund.” The Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court is the “Net Settlement Fund.” The Net Settlement Fund will be distributed to members of the Settlement Class who timely submit valid Claim Forms that show a Recognized Claim according to the Plan of Allocation approved by the Court.

60. The objective of this Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants who suffered economic losses allegedly as a result of the violations of the Securities Act asserted in the Action. To design this Plan, Co-Lead Counsel have conferred with Lead Plaintiff’s consulting damages expert. This Plan is intended to be generally consistent with an assessment of, among other things, the damages that Lead Plaintiff and Co-Lead Counsel believe were recoverable in the Action.

61. The Plan of Allocation, however, is not a formal damages analysis and the calculations made pursuant to the Plan are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. An individual Settlement Class Member’s recovery will depend on, for example: (i) the total number and value of claims submitted; and (ii) whether and when the Claimant sold his, her, or its shares of common stock. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

62. Because the Net Settlement Fund is less than the total losses alleged to be suffered by Settlement Class Members, the formulas described below for calculating Recognized Losses are not intended to estimate the amount that will actually be paid to Authorized Claimants. Rather, these formulas provide the basis on which the Net Settlement Fund will be distributed among Authorized Claimants on a *pro rata* basis. An Authorized Claimant’s “Recognized Claim” shall be the amount used to calculate the Authorized Claimant’s *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant’s Recognized Claim divided by the total of the Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

63. Section 11 of the Securities Act serves as the basis for the calculation of the Recognized Loss Amounts under the Plan of Allocation. Section 11 of the Securities Act provides a statutory formula for the calculation of damages. The formulas stated below, which were developed by Lead Plaintiff’s consulting damages expert, generally track the statutory formula.

64. Defendants, their respective counsel, and all other Released Defendant Parties will have no responsibility or liability for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. Lead Plaintiff, Co-Lead Counsel, and anyone acting on their behalf, likewise will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

### CALCULATION OF RECOGNIZED LOSS AMOUNTS

65. For purposes of determining whether a Claimant has a “Recognized Claim,” purchases, acquisitions, and sales of BrightView publicly traded common stock will first be matched on a First In/First Out (“FIFO”) basis. If a Settlement Class Member has more than one purchase/acquisition or sale of BrightView common stock, all purchases/acquisitions and sales shall be matched on a FIFO basis. Sales will be matched against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the period from June 28, 2018 through April 16, 2019.

66. A “Recognized Loss Amount” will be calculated as set forth for each purchase of BrightView publicly traded common stock during the period from June 28, 2018 through April 16, 2019, that is listed in the Claim Form and for which adequate documentation is provided. To the extent that the calculation of a Claimant’s Recognized Loss Amount results in a negative number, that number shall be set to zero. The sum of a Claimant’s Recognized Loss Amounts will be his, her, or its Recognized Claim.

67. **For each share of BrightView publicly traded common stock purchased or otherwise acquired from June 28, 2018 through and including April 16, 2019, and:**

- A. Sold before the opening of trading on April 16, 2019,<sup>2</sup> the Recognized Loss Amount for each such share shall be the purchase/acquisition price (not to exceed the issue price at the Offering of \$22.00) minus the sale price.
- B. Sold after the opening of trading on April 16, 2019 through the close of trading on August 26, 2020,<sup>3</sup> the Recognized Loss Amount for each such share shall be the purchase/acquisition price (not to exceed the issue price at the Offering of \$22.00) minus the sale price (not to be less than \$14.99, the closing share price on April 16, 2019).
- C. Retained through the close of trading on August 26, 2020, the Recognized Loss Amount for each such share shall be the purchase/acquisition price (not to exceed the issue price at the Offering of \$22.00) minus \$14.99, the closing share price on April 16, 2019.

#### ADDITIONAL PROVISIONS

68. Purchases or acquisitions and sales of BrightView publicly traded common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement,” “payment,” or “sale” date. The receipt or grant by gift, inheritance, or operation of law of BrightView publicly traded common stock purchased or acquired in the Offering shall not be deemed a purchase, acquisition, or sale of such shares for the calculation of a Claimant’s Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such shares unless: (i) the donor or decedent purchased or otherwise acquired such shares in the Offering; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares; and (iii) it is specifically so provided in the instrument of gift or assignment.

69. In accordance with the Plan of Allocation, the Recognized Loss Amount on any portion of a purchase or acquisition that matches against (or “covers”) a “short sale” is zero. The Recognized Loss Amount on a “short sale” that is not covered by a purchase or acquisition is also zero.

70. In the event that a Claimant newly establishes a short position during the period from June 28, 2018 through April 16, 2019, the earliest subsequent purchase or acquisition during the period from June 28, 2018 through April 16, 2019, shall be matched against such short position on a FIFO basis and will not be entitled to a recovery.

71. BrightView publicly traded common stock is the only security eligible for recovery under the Plan of Allocation. With respect to BrightView publicly traded common stock purchased or sold through the exercise of an option, the purchase/sale date of the BrightView publicly traded common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

72. The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and a distribution will not be made to that Authorized Claimant.

73. Payment according to this Plan of Allocation will be deemed conclusive against all Authorized Claimants. Recognized Claims will be calculated as defined herein by the Claims Administrator and cannot be less than zero.

74. Distributions will be made to eligible Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, the Claims Administrator shall, if feasible and economical, after payment of Notice and Administration Expenses, Taxes, and attorneys’ fees and expenses, if any, redistribute such balance among Authorized Claimants who have cashed their initial checks in an equitable and economic fashion. Any balance that still remains in the Net Settlement Fund after re-distribution(s), which is not feasible or economical to reallocate, after payment of outstanding Notice and Administration Expenses, Taxes, and attorneys’ fees and expenses, if any, shall be donated as follows: 50% of the unclaimed balance to the Pennsylvania Interest on Lawyers Trust Account Board and 50% of the unclaimed balance to the Consumer Federation of America, a private, non-profit, non-sectarian 501(c)(3) organization, or as otherwise approved by the Court.

75. Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court shall be conclusive against all Claimants. No person shall have any claim against Lead Plaintiff, Co-Lead Counsel, their damages expert, the Claims Administrator, or other agent designated by Co-Lead Counsel, arising from determinations or distributions to Claimants made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Lead Plaintiff, Defendants, their respective counsel, and all other Released Parties shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any Claim Form or

<sup>2</sup> For purposes of the statutory calculations, April 16, 2019, is the date of filing of the initial complaint in the Action.

<sup>3</sup> This is the day before the Stipulation was executed.

non-performance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

76. Each Claimant is deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its claim.

**SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES**

77. If you purchased or acquired BrightView publicly traded common stock during the period from June 28, 2018 through April 16, 2019, for the beneficial interest of a person or entity other than yourself, the Court has directed that **WITHIN TEN (10) BUSINESS DAYS OF YOUR RECEIPT OF THIS NOTICE, YOU MUST EITHER:** (a) provide to the Claims Administrator the name and last known address of each person or entity for whom or which you purchased or acquired BrightView common stock; or (b) request additional copies of this Notice and the Claim Form from the Claims Administrator, which will be provided to you free of charge, and **WITHIN TEN (10) BUSINESS DAYS** of receipt, mail the Notice and Claim Form directly to all the beneficial owners of those securities. If you choose to follow procedure (b), the Court has also directed that, upon making that mailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing was made as directed and keep a record of the names and mailing addresses used. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation and timely compliance with the above directives. All communications concerning the foregoing should be addressed to the Claims Administrator:

*BrightView Holdings, Inc. Securities Litigation*  
Claims Administrator  
c/o A.B. Data, Ltd.  
Attn: Fulfillment Department  
P.O. Box 173006  
Milwaukee, WI 53217  
Email: [info@BrightViewSecuritiesSettlement.com](mailto:info@BrightViewSecuritiesSettlement.com)

Dated: September 29, 2020

BY ORDER OF THE COURT OF COMMON  
PLEAS OF MONTGOMERY COUNTY,  
PENNSYLVANIA