

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BRETT HAWKES,

Plaintiff,

v.

THE TORONTO-DOMINION BANK, TD
GROUP US HOLDINGS LLC,
TD BANK USA, NATIONAL ASSOCIATION,
TD BANK, NATIONAL ASSOCIATION,
STEPHEN BOYLE, TIM HOCKEY, BRIAN
LEVITT, KAREN MAIDMENT, BHARAT
MASRANI, IRENE MILLER, JOSEPH
MOGLIA, WILBUR PREZZANO, and THE
CHARLES SCHWAB CORPORATION,

Defendants.

C.A. No. 2020-0360-PAF

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF STOCKHOLDER
CLASS ACTION, SETTLEMENT HEARING, AND RIGHT TO APPEAR**

*The Court of Chancery of the State of Delaware authorized this Notice.
This is not a solicitation from a lawyer.*

NOTICE OF PENDENCY OF CLASS ACTION:¹ Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you held TD Ameritrade Holding Corporation (“Ameritrade”) common stock at any point during the period from and including November 25, 2019, the date of the definitive merger agreement between Ameritrade and The Charles Schwab Corporation (the “Merger Agreement”), through and including October 6, 2020, the date the Merger (defined in paragraph 4 below) closed.

NOTICE OF SETTLEMENT: Please also be advised that (i) plaintiff Brett Hawkes (“Plaintiff”), on behalf of himself and the Settlement Class, and (ii) defendants (a) The Toronto-Dominion Bank and its affiliates TD Group US Holdings LLC (“TD Group US”), TD Bank USA, National Association (“TD Bank USA”), and TD Bank, National Association (“TD Bank N.A.” and together with TD Group US and TD Bank USA, “TD Bank”); (b) Tim Hockey, Brian Levitt, Karen Maidment, Bharat Masrani, Irene Miller, Joseph Moglia, Wilbur Prezzano, and Stephen Boyle (collectively, the “Individual Defendants”); and (c) The Charles Schwab Corporation (“CSC,” and together with TD Bank and the Individual Defendants,

¹ Any capitalized terms not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Compromise, Settlement, and Release entered into between Plaintiff and Defendants dated March 25, 2022 (the “Stipulation”). Plaintiff and Defendants are collectively referred to as the “Parties.” A copy of the Stipulation is available at www.AmeritradeMergerLitigation.com.

“Defendants”) have reached a proposed Settlement for \$31,500,000 in cash. The proposed Settlement, if approved by the Court, will resolve all claims in the Action.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how members of the Settlement Class (as defined in paragraph 27 below) (“Class Members,” and each “Class Member”) will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.

CLASS MEMBERS’ LEGAL RIGHTS IN THE SETTLEMENT:	
RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS <u>DO NOT</u> NEED TO SUBMIT A CLAIM FORM.	If you are a member of the Settlement Class, you <u>may</u> be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members <u>do not</u> need to submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. If you are eligible for a distribution from the Settlement, it will be paid to you directly. <i>See</i> paragraphs 37-42 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN JUNE 27, 2022.	If you are a member of the Settlement Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, Plaintiff’s Co-Lead Counsel’s application for an award of attorneys’ fees and expenses, or Plaintiff’s application for an incentive award, you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON JULY 11, 2022, AT 1:30 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN JUNE 27, 2022.	Filing a written objection and notice of intention to appear that is received by June 27, 2022, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court’s discretion, the July 11, 2022 hearing may be conducted by telephone or video conference (<i>see</i> paragraphs 48-49 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

Questions? Call 1-888-964-2135, email info@AmeritradeMergerLitigation.com, or visit www.AmeritradeMergerLitigation.com

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement of the Action. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, the application for attorneys' fees and expenses by Plaintiff's Co-Lead Counsel—Andrews & Springer LLC, Bernstein Litowitz Berger & Grossmann LLP, and Friedman Oster & Tejtel PLLC—and the application by Plaintiff for an incentive award. *See* paragraphs 48-49 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a member of the Settlement Class. The Court has directed us to send you this Notice because, as a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affects your legal rights. **Please Note:** The Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Eligible Closing Date Stockholders (see paragraphs 37-42 below) will be made after any appeals are resolved.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or an Eligible Closing Date Stockholder or that you will be entitled to receive a payment from the Settlement.

Questions? Call 1-888-964-2135, email info@AmeritradeMergerLitigation.com,
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WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

4. On November 25, 2019, Ameritrade and CSC entered into a definitive agreement and plan of merger for CSC to acquire Ameritrade in an all-stock transaction pursuant to which Ameritrade stockholders would receive 1.0837 shares of CSC common stock for each Ameritrade share they held (the “Merger”).

5. On April 9, 2020, Plaintiff served Ameritrade with a corporate books and records demand pursuant to Section 220 of the Delaware General Corporation Law (the “Section 220 Demand”) to investigate, among other things, alleged breaches of fiduciary duty in connection with the Merger. Following negotiations, Ameritrade produced to Plaintiff certain nonpublic Board-level, and senior officer-level corporate books and records regarding the Merger.

6. On May 12, 2020, Plaintiff filed his complaint (the “Initial Complaint”) initiating the Action. The Initial Complaint asserted that the Merger violated 8 *Del. C.* § 203 (“Section 203”), that TD Bank and the Individual Defendants breached their fiduciary duties in connection with the Merger, and that CSC aided and abetted such breaches. Concurrently with filing the Initial Complaint, Plaintiff moved for expedited proceedings and a prompt injunction hearing (the “Expedition Motion”).

7. On May 15, 2020, following briefing and oral argument, the Court granted in part and denied in part Plaintiff’s Expedition Motion.

8. On May 26, 2020, Ameritrade filed a Form 8-K with the U.S. Securities and Exchange Commission providing Ameritrade stockholders with certain Section 203-related disclosures and asking stockholders to approve the Merger by the affirmative vote of at least 66 2/3% of the outstanding shares of Ameritrade common stock not owned by TD Bank or CSC (the “Section 203 Vote”).

9. On that same day, the parties entered a stipulation (the “May 26 Stipulation”) memorializing that, if the Merger received the Section 203 Vote, Plaintiff’s Section 203 claim would be moot. The May 26 Stipulation also documented the parties’ agreement regarding the parameters of certain expedited discovery. The May 26 Stipulation further stated that the Defendants disputed the allegations asserted by Plaintiff in the Action, and believed that Plaintiff’s Section 203 claim was without merit. Plaintiff believed (and continues to believe) that Plaintiff’s Section 203 claim was meritorious when filed.

10. On June 4, 2020, Ameritrade convened a special meeting of its stockholders to vote on the Merger. Approximately 76.9% of Ameritrade’s outstanding shares (excluding any shares held by TD Bank and CSC) approved the Merger.

11. On June 11, 2020, the Parties filed a stipulation wherein Plaintiff dismissed his Section 203 claim as moot and withdrew his motion for preliminary injunction.

12. On or between June 2020 and November 2020, Defendants and certain third parties, including the merging parties’ financial advisors, produced 53,029 pages of documents in accordance with the May 26 Stipulation.

13. On October 6, 2020, the Merger closed.

14. On November 23, 2020, Plaintiff filed a motion for an interim award of attorneys' fees and expenses for the benefits conferred by the Section 203 Vote and Section 203-related disclosures (the "Interim Award Motion").

15. On February 5, 2021, Plaintiff filed his Verified Amended Class Action Complaint (the "Amended Complaint"), which asserted, in connection with the Merger: (a) breach of fiduciary duty claims against (i) The Toronto-Dominion Bank, and its affiliates TD Group US, TD Bank USA, and TD Bank N.A., as Ameritrade's controlling stockholder; (ii) Tim Hockey, Brian Levitt, Karen Maidment, Bharat Masrani, Irene Miller, Joseph Moglia, and Wilbur Prezzano as members of Ameritrade's board of directors (the "Board"); and (iii) Ameritrade's Chief Executive Officer Stephen Boyle; and (b) a claim against CSC for aiding and abetting the foregoing breaches.

16. In particular, the Amended Complaint alleged that TD Bank breached its fiduciary duties as Ameritrade's controlling stockholder by conditioning its support for the Merger on receiving a nonratable benefit from the acquirer, CSC, through an amended "insured deposit account agreement" (the "Amended IDA Agreement") between the post-Merger company and TD Bank.

17. The Amended Complaint further alleged that the Merger's process and price were unfair because TD Bank allegedly usurped, and Ameritrade's special committee (the "Committee") allegedly ceded, responsibility for negotiating a critical component of the Merger (the "Amended IDA Agreement"), which allegedly was traded off for potential additional consideration that could have been received by all Ameritrade stockholders.

18. The Amended Complaint further alleged that CSC aided and abetted breaches of fiduciary duty by allegedly using the Amended IDA Agreement as a bargaining chip to secure TD Bank's support for a lower exchange ratio in the all-stock Merger. Defendants vigorously disputed each of the claims in the Amended Complaint, including in their Motions to Dismiss, discussed below.

19. On April 1, 2021, the Court heard oral argument on the Interim Award Motion and granted Plaintiff's counsel an interim fee award of \$3,850,000.

20. On April 29, 2021, Defendants filed motions to dismiss the Amended Complaint (the "Motions to Dismiss"). The Defendants' Motions to Dismiss disputed the Plaintiff's claims and allegations in the Amended Complaint.

21. Among other things, the Motions to Dismiss argued that the Amended Complaint failed to state a claim as a matter of law because (1) Toronto-Dominion Bank was not a controlling stockholder of Ameritrade and did not owe (or breach) any fiduciary duties to Ameritrade's stockholders; (2) no viable claim for breach of fiduciary duty was made against TD Group US, TD Bank USA and TD Bank N.A. because the Amended Complaint did not allege that these entities owned any Ameritrade stock or had any control over the Ameritrade Board but sought to impose fiduciary duties on these entities by defining them "collectively" as TD Bank; and (3) the Merger was protected by the business judgment rule under *Kahn v. M&F Worldwide Corp.*, 88 A.3d 635 (Del. 2014). Specifically, the Motions to Dismiss argued that the Merger had been conditioned from the outset of negotiations on approval by an independent committee of Ameritrade's outside directors and a majority of Ameritrade's stockholders not affiliated with TD Bank, and those conditions were satisfied by the Committee's approval and the stockholder vote on June 4, 2020. The Motions to Dismiss also argued that the aiding and abetting claim against CSC failed because there was no viable primary claim for breach of fiduciary duty or any facts alleged that show that CSC

knowingly participated in any such alleged breach. Plaintiff vigorously disputed each of these claims, including in his answering brief opposing the Motions to Dismiss.

22. Following briefing, on November 18, 2021, the Court heard oral argument on the Motions to Dismiss.

23. Following arm's-length negotiations between the Parties, on January 19, 2022, the Parties reached an agreement-in-principle to settle the claims asserted in the Action against Defendants for \$31,500,000, subject to the execution of the Stipulation and related papers and Court approval.

24. On January 20, 2022, the Parties informed the Court that the Parties had reached an agreement-in-principle to fully resolve the Action.

25. After additional negotiations regarding the specific terms of their agreement, the Parties entered into the Stipulation on March 25, 2022. The Stipulation, which reflects the final and binding agreement between the Parties on the terms and conditions of the Settlement, can be viewed at www.AmeritradeMergerLitigation.com.

26. On April 19, 2022, the Court entered a Scheduling Order directing that notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval to the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

27. If you are a member of the Settlement Class, you are subject to the Settlement. The Settlement Class preliminarily certified by the Court for purposes of the Settlement consists of:

All record holders and beneficial holders of TD Ameritrade Holding Corporation ("Ameritrade") common stock who held such stock at any point during the period from and including November 25, 2019, the date of the Merger Agreement, through and including October 6, 2020, the date the Merger closed (the "Class Period"), including their heirs, assigns, transferees, and successors-in-interest, in each case solely in their capacity as holders or owners of Ameritrade common stock. Excluded from the Settlement Class are: (i) Defendants and their heirs, assigns, transferees, and successors-in-interest; (ii) members of the immediate family of any Individual Defendant; (iii) any person who was, at the time of the Closing, a director or senior officer of Ameritrade, the Toronto-Dominion Bank or CSC; (iv) any parent, subsidiary, or affiliate of TD Bank or CSC; and (v) any firm, trust, corporation, or other entity in which Defendants or any other excluded Person had, at the time of the Closing, a controlling interest; provided, however, that each of the foregoing (i) through (v) shall be excluded from the Settlement Class solely with respect to shares of Ameritrade common stock held for their own account(s) (i.e., accounts in which they hold a proprietary interest, but not including accounts managed on behalf of others such as brokerage customers) (collectively, "Excluded Parties" and each an "Excluded Party").

PLEASE NOTE: The Settlement Class is a non-"opt-out" class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Class Members do not have the right to exclude themselves from the Settlement Class.

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WHAT ARE THE TERMS OF THE SETTLEMENT?

28. In consideration of the settlement of the Released Plaintiff's Claims against Defendants and the other Released Defendants' Persons, Defendants will cause \$31,500,000 to be deposited into an interest-bearing escrow account for the benefit of the Settlement Class. *See* paragraphs 37-42 below for details about the distribution of the Net Settlement Fund to Eligible Closing Date Stockholders (as defined in paragraph 37 below).

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

29. Plaintiff and Plaintiff's Co-Lead Counsel thoroughly considered the facts and law underlying the claims asserted in the Action. Although Plaintiff and Plaintiff's Co-Lead Counsel believe that the claims asserted have merit, the Court could have adopted Defendants' view of the applicable legal standards or of the underlying evidence, and could have entered judgment for Defendants, either dismissing the claims against Defendants prior to trial or after trial. Plaintiff and Plaintiff's Co-Lead Counsel also considered the expense and length of continued proceedings necessary to pursue Plaintiff's claims against Defendants through trial, the uncertainty of appeals, and the collectability of any potential judgment.

30. In light of the monetary recovery achieved, the investigation and prosecution of the case, and the information available to them—including the discovery produced in connection with Plaintiff's claim that the Merger violated Section 203, and the books and records produced in response to Plaintiff's Section 220 Demand—and the settlement negotiations, Plaintiff and Plaintiff's Co-Lead Counsel have concluded that the terms and conditions of the Settlement are fair, reasonable, and adequate to Plaintiff and the Settlement Class, and in their best interests. The Settlement provides an immediate benefit in the form of a \$31,500,000 payment without the risk that continued litigation could result in obtaining no recovery or a smaller recovery from Defendants after continued extensive and expensive litigation, including trial and appeals.

31. Defendants deny any and all allegations of wrongdoing, fault, liability, violations of law, or damages arising out of or related to any of the conduct alleged in the Action, and maintain that their conduct was at all times proper, in the best interests of Ameritrade and its stockholders, and in compliance with applicable law. TD Bank specifically denies that it was a controlling stockholder of Ameritrade and owed any fiduciary duties to Plaintiff or the Settlement Class. TD Bank and the Individual Defendants further deny that they breached any fiduciary or other legal duties owed to Plaintiff or the Settlement Class, and CSC specifically denies that it aided and abetted any such alleged breach. Defendants also deny that Ameritrade or its stockholders were harmed by any conduct of Defendants alleged in the Action or that could have been alleged therein. Each of Defendants asserts that, at all relevant times, they acted in good faith and in a manner they reasonably believed to be in the best interests of Ameritrade and all of its stockholders.

32. Nevertheless, Defendants wish to eliminate the uncertainty, risk, burden, and expense of further litigation. Defendants have therefore determined to settle the Action on the terms and conditions set forth in the Stipulation solely to put the claims asserted against them in the Action to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. Nothing in the Settlement and the Stipulation shall be construed as, or deemed to be, evidence of or an admission or concession on the part of any of Defendants with respect to any claim or factual allegation or of any fault

or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of Defendants have or could have asserted.

**WILL I RECEIVE A PAYMENT FROM THE SETTLEMENT?
HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT, IF ANY, BE?
HOW WOULD I RECEIVE MY PAYMENT?**

33. Please Note: If you are eligible to receive a payment from the Net Settlement Fund, you do *not* have to submit a claim form in order to receive your payment.

34. As stated above, the \$31,500,000 Settlement Amount will be deposited into an interest-bearing escrow account for the benefit of the Settlement Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund (that is, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys’ fees and/or expenses awarded by the Court from the Settlement Fund; (iv) any incentive award to Plaintiff to be deducted solely from any award of attorneys’ fees and expenses; and (v) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

35. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review by the Delaware Supreme Court has expired. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

36. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, www.AmeritradeMergerLitigation.com.

PROPOSED PLAN OF ALLOCATION

37. The Net Settlement Fund will be distributed on a *pro rata* basis to Eligible Closing Date Stockholders. “Eligible Closing Date Stockholders” means Eligible Closing Date Beneficial Holders (defined in paragraph 38 below) and Eligible Closing Date Record Holders (defined in paragraph 39 below).

38. “Eligible Closing Date Beneficial Holder” means the ultimate beneficial owner of any shares of Ameritrade common stock held of record by Cede & Co. at the time such shares were converted into the right to receive the Merger Consideration in connection with the Closing of the Merger, provided that no Excluded Party may be an Eligible Closing Date Beneficial Holder.

39. “Eligible Closing Date Record Holder” means the record holder of any shares of Ameritrade common stock, other than Cede & Co, at the time such shares were converted into the right to receive the Merger Consideration in connection with the Closing of the Merger, provided that no Excluded Party may be an Eligible Closing Date Record Holder.

40. Each Eligible Closing Date Stockholder will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of shares held by the Eligible Closing Date Stockholder at the time such shares were converted into the right to receive the Merger Consideration in connection with the Closing of the Merger and (ii) the “Per-Share Recovery” for the Settlement, which

will be determined by dividing the total amount of the Net Settlement Fund by the total number of shares held by all of the Eligible Closing Date Stockholders at the time such shares were converted into the right to receive the Merger Consideration in connection with the Closing of the Merger.

41. Payments from the Net Settlement Fund to Eligible Closing Date Stockholders will be made in the same manner in which Eligible Closing Date Stockholders received the Merger Consideration. Accordingly, if your shares of Ameritrade common stock were held in “street name” and the Merger Consideration was deposited into your brokerage account, your broker will be responsible for depositing your Settlement payment into that same brokerage account.

42. Subject to Court approval in the Class Distribution Order,² Plaintiff’s Co-Lead Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Closing Date Stockholders as follows:

(i) With respect to shares of Ameritrade common stock held of record at the Closing by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, “DTCC”), through its nominee Cede & Co., Inc. (“Cede”), the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Closing Date Stockholders who held their shares through DTCC Participants to be paid to DTCC. DTCC shall then distribute that portion of the Net Settlement Fund among the DTCC Participants by paying each the Per-Share Recovery times its respective Closing Security Position,³ using the same mechanism that DTCC used to distribute the Merger Consideration and subject to payment suppression instructions with respect to Excluded Shares and any other shares ineligible for recovery from the Settlement. The DTCC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Closing Date Stockholder based on the number of shares beneficially owned by such Eligible Closing Date Stockholder at the time such shares were converted into the right to receive the Merger Consideration in connection with the Closing of the Merger.

(ii) With respect to shares of Ameritrade common stock held of record at the Closing other than by Cede, as nominee for DTCC (a “Closing Non-Cede Record Position”), the payment with respect to each such Closing Non-Cede Record Position shall be made by the Settlement Administrator from the Net Settlement Fund directly to the Eligible Closing Date Record Holder of each Closing Non-Cede Record Position in an amount equal to the Per-Share Recovery times the number of shares comprising such Closing Non-Cede Record Position.

(iii) A person who purchased shares of Ameritrade common stock during the Class Period but had not settled those shares at the Merger’s Closing (“Non-Settled Shares”) *shall be* treated as an Eligible Closing Date Stockholder with respect to those Non-Settled Shares, and a person who sold those Non-Settled Shares on or before the Closing on October 6, 2020 *shall not* be treated as an Eligible Closing Date Stockholder with respect to those Non-Settled Shares.

(iv) In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (*i.e.*, more than six months from the check’s issue date),

² “Class Distribution Order” means any order entered by the Court permitting the distribution of the Net Settlement Fund to Eligible Closing Date Stockholders.

³ For each DTCC Participant, the “Closing Security Position” is the number of shares of Ameritrade common stock reflected on the DTCC allocation report used by DTCC to distribute the Merger Consideration.

the DTCC Participants or the holder of a Closing Non-Cede Record Position shall follow their respective policies with respect to further attempted distribution or escheatment.

**WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED?
WHAT CLAIMS WILL THE SETTLEMENT RELEASE?**

43. If the Settlement is approved, the Court will enter an order and final judgment (the “Judgment”). Pursuant to the Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice and the following releases will occur:

(i) **“Release of Claims by Plaintiff and the Settlement Class”**: Upon the Effective Date, Plaintiff and each and every other member of the Settlement Class shall have—and by operation of the Judgment shall be deemed to have—fully, finally, and forever released, relinquished, and discharged the Released Plaintiff’s Claims (defined below) against the Released Defendants’ Persons (defined below). Each and every Class Member will be bound by this release of the Released Plaintiff’s Claims against the Released Defendants’ Persons.

“Released Plaintiff’s Claims” means any and all claims for relief or causes of action, debts, demands, rights, or liabilities whatsoever, whether known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, direct, derivative or class, arising under federal, state or common law that Plaintiff or any other member of the Settlement Class asserted or could have asserted in the Initial Complaint or the Amended Complaint or in any other forum that (i) arise out of, relate to, or are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Initial Complaint or the Amended Complaint and (ii) arise out of, relate to, or are based upon the ownership, purchase, or sale of Ameritrade common stock during the Class Period. For the avoidance of doubt, Released Plaintiff’s Claims do not include: (i) any claims relating to the enforcement of the Settlement or the Judgment; or (ii) any claims against the Released Defendants’ Persons arising from conduct occurring after the date of execution of the Stipulation (“Excluded Plaintiff’s Claims”).

“Released Defendants’ Persons” means Defendants and their respective current and former family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, stockholders, principals, officers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys (including, without limitation, Defendants’ Counsel), personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates.

(ii) **“Release of Claims by Defendants”**: Upon the Effective Date, Defendants shall have—and by operation of the Judgment shall be deemed to have—fully, finally, and forever released, relinquished, and discharged the Released Defendants’ Claims (defined below) against the Released Plaintiff’s Persons (defined below).

“Released Defendants’ Claims” means any and all claims for relief or causes of action, debts, demands, rights, or liabilities whatsoever, whether known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, arising out of and/or relating in any way to

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Plaintiff's or Plaintiff's Counsel's investigation of, prosecution of, participation in, and/or settlement of the Action, Plaintiff's conduct as plaintiff in the Action, and/or Plaintiff's Counsel's conduct as counsel for Plaintiff in the Action. For the avoidance of doubt, Released Defendants' Claims do not include: (i) any claims relating to the enforcement of the Settlement or the Judgment; or (ii) any claims against the Released Plaintiff's Persons arising from conduct occurring after the date of execution of the Stipulation.

"Released Plaintiff's Persons" means Plaintiff, all other Class Members, and Plaintiff's Counsel, and their respective current and former family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, stockholders, principals, officers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates.

(iii) **"Release of 'Unknown Claims' by Plaintiff and Defendants":** Plaintiff, in his individual capacity, and on behalf of the Settlement Class, acknowledges that he may discover facts in addition to or different from those now known or believed to be true with respect to the subject matter of the Released Plaintiff's Claims, but that it is his intention to fully, finally, and forever settle and release with prejudice the Released Plaintiff's Claims. With respect to any and all Released Plaintiff's Claims, Plaintiff and the Settlement Class shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). California Civil Code § 1542 provides that:

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.

Defendants acknowledge that they may discover facts in addition to or different from those now known or believed to be true with respect to the subject matter of the Released Defendants' Claims, but that it is their intention to fully, finally, and forever settle and release with prejudice the Released Defendants' Claims. With respect to any and all Released Defendants' Claims, Defendants shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law).

By Order of the Court, all proceedings against Defendants in the Action, except for those related to the Settlement, have been stayed, and pending final determination of whether the Settlement should be approved, Plaintiff and all other Class Members are barred and enjoined from instituting, commencing, prosecuting, continuing, or in any way participating in any action or other proceeding asserting any Released Plaintiff's Claims against any Released Defendants' Persons.

44. If the Settlement is approved and the Effective Date occurs, no Class Member will be able to bring another action asserting the Released Plaintiff's Claims against any of the Released Defendants' Persons.

HOW WILL PLAINTIFF AND PLAINTIFF'S COUNSEL BE PAID?

45. Plaintiff's Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Settlement Class, nor have Plaintiff's Counsel been paid for their expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiff's Co-Lead Counsel will petition the Court for an award of attorneys' fees and expenses to Plaintiff's Counsel in connection with achieving the creation of the Settlement Fund (the "Fee and Expense Award") in an amount not to exceed 20% of the Settlement Fund (or \$6,300,000). The Court will determine the amount of the Fee and Expense Award. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation.

46. In addition, Plaintiff will make an application for an incentive fee award not to exceed \$5,000 (the "Incentive Award"). The Incentive Award will be paid solely from any Fee and Expense Award ordered by the Court.

**WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

47. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.**

48. Please Note: The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the ongoing COVID-19 health emergency is a fluid situation that creates the possibility that the Court may decide to conduct the Settlement Hearing by video or telephonic conference, or otherwise allow Class Members to appear at the hearing by phone or video, without further written notice to Class Members. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you monitor the Court's docket and the Settlement website, www.AmeritradeMergerLitigation.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or telephonic appearances at the hearing, will be posted to the Settlement website, www.AmeritradeMergerLitigation.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing by telephone or video conference, the information needed to access the conference will be posted to the Settlement website, www.AmeritradeMergerLitigation.com.**

49. The Settlement Hearing will be held on **July 11, 2022 at 1:30 p.m.**, before The Honorable Paul A. Fioravanti, Jr., Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or by telephone or video conference (in the discretion of the Court), to, among other things:

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(i) determine whether the Action may be permanently maintained as a non-opt out class action and whether the Settlement Class should be certified permanently, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2); (ii) determine whether Plaintiff may be permanently designated as representative for the Settlement Class and Plaintiff's Co-Lead Counsel as counsel for the Settlement Class, and whether Plaintiff and Plaintiff's Co-Lead Counsel have adequately represented the interests of the Settlement Class in the Action; (iii) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Settlement Class, and should be approved by the Court; (iv) determine whether the Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered dismissing the Action with prejudice as against Defendants; (v) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vi) determine whether the application by Plaintiff's Co-Lead Counsel for an award of attorneys' fees and expenses, including Plaintiff's application for an incentive award, should be approved; (vii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, the application by Plaintiff's Co-Lead Counsel for an award of attorneys' fees and expenses, and/or Plaintiff's application for an incentive award; and (viii) consider any other matters that may properly be brought before the Court in connection with the Settlement.

50. Any Class Member may object to the Settlement, the proposed Plan of Allocation, Plaintiff's Co-Lead Counsel's application for an award of attorneys' fees and expenses, and Plaintiff's application for an incentive award ("Objector"); *provided, however*, that no Objector shall be heard or entitled to object unless, **on or before June 27, 2022**, such person **(1)** files his, her, or its written objection, together with copies of all other papers and briefs supporting the objection, with the Register in Chancery at the address set forth below; **(2)** serves such papers (electronically by File & Serve*Xpress*, by hand, by first-class U.S. mail, or by express service) on Plaintiff's Co-Lead Counsel and Defendants' Counsel at the addresses set forth below; and **(3)** emails a copy of the written objection to pandrews@andrewsspringer.com, edward.timlin@blbglaw.com, dtejtel@fotpllc.com, andrew.ditchfield@davispolk.com, pkazanoff@stblaw.com, peppermanr@sullcrom.com, and bashman@potteranderson.com.

REGISTER IN CHANCERY	
Register in Chancery Court of Chancery of the State of Delaware New Castle County Leonard L. Williams Justice Center 500 North King Street Wilmington, Delaware 19801	

PLAINTIFF'S CO-LEAD COUNSEL	
Edward Timlin BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP 1251 Avenue of the Americas 44th Floor New York, New York 10020	David Tejtel FRIEDMAN OSTER & TEJTEL PLLC 493 Bedford Center Road, Suite 2D Bedford Hills, NY 10507

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Peter B. Andrews ANDREWS & SPRINGER LLC 4001 Kennett Pike, Suite 250 Wilmington, Delaware 19807	
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DEFENDANTS' COUNSEL	
Andrew Ditchfield DAVIS POLK & WARDWELL LLP 450 Lexington Avenue New York, New York 10017	Peter E. Kazanoff SIMPSON THACHER & BARTLETT LLP 425 Lexington Avenue New York, New York 10017
Richard C. Pepperman II SULLIVAN & CROMWELL LLP 125 Broad Street New York, New York 10004	Berton W. Ashman, Jr. POTTER ANDERSON & CORROON LLP 1313 North Market Street, 6th Floor Wilmington, Delaware 19801

51. Any objections must: (i) identify the case name and civil action number, “*Hawkes v. The Toronto-Dominion Bank, et al.*, C.A. No. 2020-0360-PAF”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Settlement Class (*i.e.*, held shares of Ameritrade common stock during the Class Period). Documentation establishing that an Objector is a member of the Settlement Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector’s broker containing the transactional and holding information found in an account statement.

52. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

53. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, Plaintiff’s Co-Lead Counsel’s application for an award of attorneys’ fees and expenses, or Plaintiff’s application for an incentive award (assuming you timely file and serve a written objection as described above), you must also file a notice of appearance with the Register in Chancery and serve it on Plaintiff’s Co-Lead Counsel and on Defendants’ Counsel at the mailing and email addresses set forth in paragraph 50 above so that the notice is **received on or before June 27, 2022**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

54. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own

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or visit www.AmeritradeMergerLitigation.com

expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff's Co-Lead Counsel and Defendants' Counsel at the mailing and email addresses set forth in paragraph 50 above so that the notice is *received on or before June 27, 2022*.

55. The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you intend to attend the Settlement Hearing, you should confirm the date and time with Plaintiff's Co-Lead Counsel.

56. **Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, Plaintiff's Co-Lead Counsel's application for an award of attorneys' fees and expenses, Plaintiff's application for any incentive award, or any other matter related to the Settlement or the Action, and will otherwise be bound by the Judgment to be entered and the Releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

57. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, www.AmeritradeMergerLitigation.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator: Ameritrade Merger Litigation, c/o JND Legal Administration, P.O. Box 91212, Seattle, WA, 98111, 1-888-964-2135, or Plaintiff's Co-Lead Counsel: Peter B. Andrews, Andrews & Springer LLC, 4001 Kennett Pike, Suite 250, Wilmington, Delaware 19807, 1-302-504-4957 Ext. 1, or pandrews@andrewsspringer.com; Edward Timlin, Bernstein Litowitz Berger & Grossmann LLP, 1251 Avenue of the Americas, 44th Floor, New York, New York 10020, 1-800-380-8496, or settlements@blbglaw.com; or David Tejtzel, Friedman Oster & Tejtzel PLLC, 493 Bedford Center Road, Suite 2D, Bedford Hills, New York 10507, 1-888-529-1108, or dtejtzel@fotpllc.com.

WHAT IF I HELD SHARES ON SOMEONE ELSE'S BEHALF?

58. If you are a broker or other nominee that held shares of Ameritrade common stock during the Class Period for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within seven (7) calendar days of receipt of this Notice, request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to Ameritrade Merger Litigation, c/o JND Legal Administration, P.O. Box 91212, Seattle, WA, 98111, 1-888-964-2135. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

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59. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement website, www.AmeritradeMergerLitigation.com, by calling the Settlement Administrator toll free at 1-888-964-2135, or by emailing the Settlement Administrator at Securities@JNDLA.com.

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF
THE REGISTER IN CHANCERY REGARDING THIS NOTICE.**

Dated: May 12, 2022

BY ORDER OF THE COURT OF CHANCERY
OF THE STATE OF DELAWARE

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