



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

**STIPULATION AND AGREEMENT
OF COMPROMISE, SETTLEMENT, AND RELEASE**

This Stipulation and Agreement of Compromise, Settlement, and Release (“**Stipulation**”) is made and entered into as of March 25, 2022, and is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims as set forth and defined in Paragraphs 1.28, 1.29, and 1.31 below.¹ The parties to this Stipulation are: (a) plaintiff Brett Hawkes (“Plaintiff”), on behalf of himself and the

¹ All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings given to them in Paragraph 1 below.

Settlement Class (defined below); and (b) defendants (i) 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.”) (collectively, “**TD Bank**”); (ii) Tim Hockey, Brian Levitt, Karen Maidment, Bharat Masrani, Irene Miller, Joseph Moglia, Wilbur Prezzano, and Stephen Boyle (collectively, the “**Individual Defendants**”); and (iii) The Charles Schwab Corporation (“**CSC**,” and together with TD Bank and the Individual Defendants, “**Defendants**”) (collectively with Plaintiff, the “**Parties**”). This Stipulation sets forth the terms and conditions of the settlement of the above-captioned action (the “**Action**”) reached by the Parties (the “**Settlement**”), subject to the approval of the Court of Chancery of the State of Delaware (the “**Court**”).

I. PROCEDURAL BACKGROUND

WHEREAS:

A. On November 25, 2019, TD Ameritrade Holding Corporation (“**Ameritrade**”) and CSC entered into a definitive merger agreement (the “**Merger Agreement**”) 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 (the “**Merger**”).

B. On April 9, 2020, Plaintiff served Ameritrade with a corporate books and records demand pursuant to 8 *Del. C.* § 220 (“**Section 220**”) to investigate,

among other things, alleged breaches of fiduciary duty in connection with the Merger. Following negotiations, Ameritrade produced to Plaintiff its nonpublic Board-level, and senior officer-level corporate books and records regarding the Merger.

C. 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, 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**”).

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

E. 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**”).

F. 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 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.

G. 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.

H. 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.

I. 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.

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

K. 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**").

L. 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 alleged 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**”); (iii) Ameritrade’s Chief Executive Officer Stephen Boyle; and (b) a claim against CSC for aiding and abetting the foregoing breaches.

M. 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.

N. 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.

O. Furthermore, the Amended Complaint 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.

P. 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.

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

R. 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.

S. On November 18, 2021, the Court heard oral argument on the Motions to Dismiss.

T. 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.

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

V. This Stipulation (together with the Exhibits hereto), which has been duly executed by the undersigned signatories on behalf of their respective clients, reflects the final and binding agreement among the Parties concerning the Settlement.

II. CLAIMS OF THE STOCKHOLDER AND BENEFITS OF SETTLEMENT

W. Plaintiff, through Plaintiff's Co-Lead Counsel, has conducted an investigation and pursued documentary discovery relating to the claims and the underlying events and transactions alleged in the Action. Plaintiff's Co-Lead Counsel have analyzed the evidence adduced during their investigation, and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. This investigation and the settlement negotiations between the parties have provided Plaintiff with a sufficient basis upon which to assess the relative strengths and weaknesses of Plaintiff's position and Defendants' position in this litigation.

X. Plaintiff maintains that the claims asserted in the Action have merit, but also believes that the Settlement provides substantial and immediate benefits for the Settlement Class. In addition to these substantial benefits, Plaintiff and his counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) possible defenses to the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeal; (vi) the likelihood of monetary recovery to the extent Plaintiff was able to secure a monetary judgment against one or more of the Defendants; and (vii) the conclusion

by Plaintiff and Plaintiff's Co-Lead Counsel that the terms and conditions of the Settlement are fair, reasonable, and adequate, and that it is in the best interests of Plaintiff and the Settlement Class to settle the Action on the terms set forth in this Stipulation.

Y. Plaintiff and Plaintiff's Co-Lead Counsel have determined that the proposed Settlement is fair, reasonable, adequate, and in the best interests of Settlement Class. The Settlement provides substantial immediate benefits to the Settlement Class without the risk that continued litigation could result in obtaining similar or lesser relief for the Settlement Class after continued extensive and expensive litigation, including trial and appeal. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiff of any infirmity in the claims asserted in the Action.

III. DEFENDANTS' DENIAL OF WRONGDOING AND LIABILITY

Z. Defendants maintain that their conduct was at all times proper and in compliance with applicable law and they have denied, and continue to deny, that they have committed or intended to commit any breaches of their obligations or violations of law arising out of any of the conduct, statements, acts, or omissions alleged in the Action or otherwise. 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 Plaintiff or the Settlement Class were harmed by any conduct of Defendants alleged in the Action. Defendants assert that, at all relevant times, they acted in good faith and in a manner consistent with any fiduciary and/or legal duties owed to Plaintiff and the Settlement Class in connection with the Merger.

AA. Defendants, however, recognize the uncertainty and the risks inherent in any litigation, and the difficulties and substantial burdens, expense, and time that may be necessary to defend this proceeding. Defendants wish to eliminate the uncertainty, risk, burden, and expense of further litigation. Defendants have therefore decided to settle the Action on the terms and conditions set forth in this Stipulation, without in any way acknowledging any wrongdoing, fault, liability, or damages.

BB. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiff as well as each and every other member of the Class, and further deny that Plaintiff has asserted a valid claim against any of them. Defendants further deny that they engaged in any wrongdoing, committed any violation of law or breach of duty, or aided and abetted any such violation or breach, and Defendants believe that they acted properly, in good faith, and in a manner consistent with their legal

duties. Defendants are entering into the Settlement and this Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of the Released Plaintiff's Claims as against the Released Defendants' Persons. The Settlement and this Stipulation shall in no event 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.

CC. The Parties recognize that the Action has been filed and prosecuted by Plaintiff in good faith and defended by Defendants in good faith and further that the Settlement Amount to be paid, and the other terms of the Settlement set forth herein, were negotiated at arm's-length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, BY AND AMONG THE PARTIES TO THIS STIPULATION, subject to the approval of the Court pursuant to Court of Chancery Rule 23, for good and valuable consideration set forth herein and conferred on Plaintiff and the Class, the sufficiency of which is acknowledged, the claims asserted in the Action against Defendants shall be finally and fully settled, compromised, and dismissed with

prejudice, and that the Released Plaintiff's Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Defendants' Persons, and that the Released Defendants' Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Plaintiff's Persons, in the manner set forth in this Stipulation.

A. Definitions

1.1. **"Amended Complaint"** means Plaintiff's Verified Amended Class Action Complaint filed February 5, 2021 (Dkt No. 67).

1.2. **"Ameritrade"** means TD Ameritrade Holding Corporation.

1.3. **"Cede"** means Cede & Co., Inc.

1.4. **"Closing"** means the closing of the Merger on October 6, 2020.

1.5. **"Court"** means the Court of Chancery of the State of Delaware.

1.6. **"CSC"** means The Charles Schwab Corporation.

1.7. **"Defendants"** means TD Bank, the Individual Defendants, and CSC.

1.8. **"Defendants' Counsel"** means Potter Anderson & Corroon LLP, Richards, Layton & Finger, P.A., Simpson Thacher & Bartlett LLP, Morris Nichols Arsht & Tunnell LLP, Davis Polk & Wardwell LLP, Wachtell Lipton Rosen & Katz, Ross Aronstam & Moritz LLP and Sullivan & Cromwell LLP.

1.9. **"DTCC"** means the Depository Trust & Clearing Corporation,

including its subsidiary the Depository Trust Company.

1.10. “**DTCC Participants**” means the DTCC participants to which DTCC distributed the Merger Consideration.

1.11. “**Effective Date**” means the first date by which all of the events and conditions specified in Paragraph 9.1 of this Stipulation have been met and have occurred or have been waived.

1.12. “**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.

1.13. “**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.

1.14. “**Eligible Closing Date Stockholders**” means Eligible Closing Date Beneficial Holders and Eligible Closing Date Record Holders.

1.15. “**Escrow Account**” means the account maintained by Plaintiff’s Co-Lead Counsel and into which the Settlement Amount shall be deposited.

1.16. “**Final**” means the expiration of all time to seek appeal or other review of the Judgment or any other court order, or if any appeal or other review of such Judgment or order is filed and not dismissed, after such Judgment is upheld on appeal in all material respects and is no longer subject to further review by or reargument to the Delaware Supreme Court.

1.17. “**Individual Defendants**” means Tim Hockey, Brian Levitt, Karen Maidment, Bharat Masrani, Irene Miller, Joseph Moglia, Wilbur Prezzano, and Stephen Boyle.

1.18. “**Judgment**” means the Order and Final Judgment, substantially in the form attached hereto as **Exhibit D**, to be entered by the Court approving the Settlement.

1.19. “**Merger Consideration**” means the stock consideration of 1.0837 shares of CSC common stock paid to Ameritrade stockholders for each share of Ameritrade common stock they held upon the Closing of the Merger.

1.20. “**Net Settlement Fund**” means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys’ fees and expenses awarded by the Court to Plaintiff’s Counsel 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.

1.21. “**Notice**” means the Notice of Pendency and Proposed Settlement of

Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit B**.

1.22. “**Notice and Administration Costs**” means the costs, fees, and expenses that are incurred by the Settlement Administrator and/or Plaintiff’s Counsel in connection with: (i) providing notice to the Settlement Class; and (ii) administering the Settlement, including but not limited to the costs, fees, and expenses incurred in connection with the Escrow Account.

1.23. “**Person**” means a natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint venture, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, or any business or legal entity.

1.24. “**Plan of Allocation**” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

1.25. “**Plaintiff**” means Brett Hawkes.

1.26. “**Plaintiff’s Co-Lead Counsel**” means Andrews & Springer LLC, Bernstein Litowitz Berger & Grossmann LLP, and Friedman Oster & Tejtell PLLC.

1.27. “**Plaintiff’s Counsel**” means Plaintiff’s Co-Lead Counsel and Kaskela Law LLC, who, at the direction and under the supervision of Co-Lead Counsel, performed services on behalf of the Class in the Action.

1.28. “**Released Claims**” means, collectively, the Released Plaintiff’s Claims and the Released Defendants’ Claims.

1.29. “**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 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 this Stipulation.

1.30. “**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.

1.31. “**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 this Stipulation (“**Excluded Plaintiff’s Claims**”).

1.32. “**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.

1.33. “**Released Persons**” means, collectively, the Released Plaintiff’s Persons and the Released Defendants’ Persons.

1.34. “**Releases**” means the releases set forth in Paragraphs 2.3-2.6 of this Stipulation.

1.35. “**Scheduling Order**” means the Order, substantially in the form attached hereto as **Exhibit A**, that schedules a hearing on the Settlement and approves the form and method of giving notice of the Settlement.

1.36. “**Settlement**” means the resolution of Action on the terms and conditions set forth in this Stipulation.

1.37. “**Settlement Administrator**” means the settlement administrator selected by Plaintiff to provide notice to the Class and administer the Settlement.

1.38. “**Settlement Amount**” means \$31,500,000 (United States Dollars) in cash paid via wire transfer or check.

1.39. “**Settlement Class**” or “**Class**” means all record holders and all beneficial holders of 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**”).

1.40. “**Settlement Class Member**” or “**Class Member**” means a member of the Class.

1.41. “**Settlement Fund**” means the Settlement Amount plus any and all interest earned thereon.

1.42. “**Settlement Hearing**” means the hearing (or hearings), under Delaware Court of Chancery Rule 23, at which the Court will, among other things, review and assess the adequacy, fairness, and reasonableness of the Settlement and the proposed Plan of Allocation, and the appropriateness and amount of the award of attorneys’ fees and expenses and any incentive award to Plaintiff requested by Plaintiff’s Counsel (as set forth in Section VI below).

1.43. “**Summary Notice**” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit C**.

1.44. “**Taxes**” means: (i) all federal, state, and/or local taxes of any kind on any income earned by the Settlement Fund; and (ii) the reasonable expenses and costs incurred by Plaintiff’s Counsel in connection with determining the amount of,

and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

1.45. “**TD Bank**” means The Toronto-Dominion Bank and its affiliates TD Group US Holdings LLC, TD Bank USA, National Association, and TD Bank, National Association.

B. Settlement Consideration

2.1. Not later than fifteen (15) business days after the date of entry of the Scheduling Order, Defendants shall pay or cause to be paid the Settlement Amount into the Escrow Account; provided, however, that in no event shall Defendants be required to pay or cause to be paid the Settlement Amount into the Escrow Account any earlier than fifteen (15) business days after Defendants’ Counsel’s receipt of wiring instructions that include the bank name and ABA routing number, account name and number, and a signed W-9 reflecting a valid taxpayer identification number for the Escrow Account.

C. Releases

2.2. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Action and the Releases provided for under this Stipulation.

2.3. 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 against the Released Defendants' Persons. Each and every Settlement Class Member will be bound by this release of the Released Plaintiff's Claims against the Released Defendants' Persons.

2.4. 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 against the Released Plaintiff's Persons.

2.5. 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.

2.6. 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).

2.7. Notwithstanding the Release described in Paragraph 2.3 above, nothing herein is intended to or shall affect any rights or release any claim with respect to (i) past or future indemnification or advancement or payment of past or future legal fees and defense costs arising under and pursuant to any Released Defendants' Person's respective advancement or indemnification agreements; Ameritrade's certificate of incorporation or by-laws; any insurance policy covering Ameritrade or its current or former officers and directors; applicable law, equity or other contract; or applicable insurance; (ii) the rights of any Defendant or any of their insurers in connection with the allocation of the payment of the Settlement Amount; or (iii) any past or future claims between any Defendant and any insurer.

2.8. Nothing herein shall in any way impair or restrict the rights of the

Parties to enforce the terms of the Settlement pursuant to this Stipulation.

V. USE OF SETTLEMENT FUND

3.1. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any attorneys' fees and/or expenses awarded by the Court to Plaintiff's Counsel from the Settlement Fund; (d) any incentive award to Plaintiff paid solely from any attorneys' fees and expenses awarded by the Court; and (e) any other costs and fees approved by the Court. The balance remaining in the Settlement Fund (*i.e.*, the "**Net Settlement Fund**") shall be distributed to Eligible Closing Date Stockholders pursuant to the proposed Plan of Allocation or such other plan of allocation approved by the Court.

3.2. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the escrow agent ("**Escrow Agent**") shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the

FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

3.3. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Plaintiff's Co-Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Plaintiff's Co-Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released Defendants' Persons shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Plaintiff's Co-Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Plaintiff's Co-Lead Counsel, as administrators of the Settlement Fund within the meaning of

Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this Paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

3.4. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Plaintiff’s Co-Lead Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous Paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released Defendants’ Persons shall have no liability whatsoever for any Taxes with respect to income earned by the Settlement Fund while on deposit in the Escrow Account.

3.5. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, their insurers, the other Released Defendants’ Persons, and any other Person who or which paid any portion of the Settlement Amount shall not have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

3.6. Notwithstanding the fact that the Effective Date of the Settlement has

not yet occurred, Plaintiff's Co-Lead Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any insurers, or any of the other Released Defendants' Persons, or any other Person who or which paid any portion of the Settlement Amount.

VI. ATTORNEYS' FEES AND EXPENSES

4.1. Plaintiff's Co-Lead Counsel intend to petition the Court for an all-in award of attorneys' fees and expenses to Plaintiff's Counsel for the financial recovery obtained for the Settlement Class under the Settlement, to be paid solely from the Settlement Fund, and from no other source, in an aggregate amount not to exceed 20% of the Settlement Fund (the "**Fee and Expense Application**").

4.2. In connection with Plaintiff's Co-Lead Counsel's Fee and Expense

Application, Plaintiff also intends to petition the Court for an incentive award of up to \$5,000 to be paid to Plaintiff solely from any attorneys' fees and expenses awarded by the Court (the "**Incentive Award**").

4.3. Plaintiff's Co-Lead Counsel's Fee and Expense Application is not the subject of any agreement among Plaintiff and Defendants other than what is set forth in this Stipulation. Defendants agree that they will not object to or otherwise take any position on the Fee and Expense Application or the Incentive Fee Award so long as the Fee and Expense Application seeks an award no greater than 20% of the Settlement Fund and the Incentive Award seeks no greater than \$5,000 of the Fee and Expense Award as defined below.

4.4. Plaintiff's Counsel's attorneys' fees and expenses that are awarded by the Court, including any Incentive Award to Plaintiff (the "**Fee and Expense Award**") will be paid to Plaintiff's Counsel and Plaintiff by the Escrow Agent from the Settlement Fund. The Fee and Expense Award shall be paid to Plaintiff's Co-Lead Counsel within ten (10) business days after award by the Court, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof.

4.5. If, after payment of the Fee and Expense Award, the Fee and Expense Award is reversed, vacated, or reduced and such order reversing, vacating, or reducing the award has become Final, or the Settlement is terminated in accordance

with the terms of this Stipulation, Plaintiff's Counsel and Plaintiff shall, within ten (10) business days after receiving from Defendants' Counsel or from a court of appropriate jurisdiction notice of the termination of the Settlement or notice of any reduction of the Fee and Expense Award by Final order, make appropriate refunds or repayments to the Settlement Fund.

4.6. Court approval of this Stipulation is not in any way conditioned on Court approval of Plaintiff's Co-Lead Counsel's Fee and Expense Application and/or the Incentive Award. Disallowance by the Court of any application for fees and expenses, or any portion thereof, any appeal from any order relating thereto, or any modification or reversal on appeal of any such order, shall not operate to terminate or cancel this Stipulation or affect its other terms, including the Releases set forth herein, or to affect or delay the finality of the Judgment approving this Stipulation and the Settlement.

4.7. Payment of the amount or amounts the Court awards to Plaintiff's Counsel or Plaintiff pursuant to the Fee and Expense Award and Incentive Award shall constitute full satisfaction of any obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, expenses, or costs incurred by any attorney on behalf of Plaintiff with respect to the claims asserted in the Action against Defendants, and shall relieve Defendants of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of

them may claim to be entitled on behalf of Plaintiff.

4.8. Plaintiff's Co-Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiff's Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. The Released Defendants' Persons shall have no responsibility for or liability whatsoever with respect to the allocation or award of any Fee and Expense Award to Plaintiff's Counsel.

VII. SCHEDULING ORDER AND SETTLEMENT HEARING

5.1. Immediately after execution of this Stipulation, the Parties shall jointly submit this Stipulation and Exhibits to the Court, and shall apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit A**, providing for, among other things: (a) the dissemination by mail (or email) of the Notice; (b) the publication of the Summary Notice; and (c) the scheduling of the Settlement Hearing to consider: (i) final approval of the proposed Settlement, (ii) the request that the Judgment, substantially in the form attached hereto as **Exhibit D**, be entered by the Court, (iii) approval of Co-Lead Counsel's Fee and Expense Application and Plaintiff's Incentive Award; (iv) approval of the proposed Plan of Allocation, and (v) any objections to any of the foregoing.

5.2. The Parties and their attorneys agree to use their individual and collective best efforts to obtain Court approval of this Stipulation and the Settlement.

The Parties and their attorneys further agree to use their individual and collective best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary to consummate and make effective, as promptly as practicable, this Stipulation, the Settlement provided for hereunder, and the dismissal of the Action.

VIII. STANDSTILL AGREEMENT

6.1. Pending Court approval of this Stipulation, the Parties agree to stay any and all proceedings in the Action other than those incident to this Stipulation.

6.2. Pending final determination of whether this Stipulation should be approved, the Parties agree not to institute, commence, prosecute, continue, or in any way participate in any action or other proceeding asserting any Released Plaintiff's Claims against any Released Defendants' Persons or any Released Defendants' Claims against any Released Plaintiff's Persons.

6.3. Notwithstanding Paragraph 6.2 above, nothing herein shall in any way impair or restrict the rights or obligations of any Party to defend this Stipulation or to otherwise respond in the event any Person objects to this Stipulation, the Judgment to be entered, the Fee and Expense Application, or the Incentive Award.

IX. DISMISSAL OF ACTION

7.1. If the Court approves this Stipulation, the Parties shall promptly request the Court to enter the Judgment, substantially in the form annexed hereto as **Exhibit**

D. The Judgment shall dismiss the Action with prejudice and permanently restrain and enjoin Plaintiff and the Settlement Class from instituting, asserting, or prosecuting any of the Released Plaintiffs' Claims against any of the Released Defendants' Persons in any court or other forum, except to enforce the terms of the Settlement. The Parties shall take all reasonable and appropriate steps to obtain entry of the Judgment.

X. SETTLEMENT ADMINISTRATION

8.1. Plaintiff shall retain a Settlement Administrator to provide notice of the Settlement and for the disbursement of the Net Settlement Fund to Eligible Closing Date Stockholders. Defendants and the other Released Defendants' Persons shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

8.2. Defendants shall cooperate with Plaintiff in providing notice of the Settlement and administering the Settlement, including, but not limited to, obtaining the Class Member Records in accordance with Paragraph 8.3 below and the Merger Records in accordance with Paragraph 8.4 below.

8.3. For purposes of providing notice of the Settlement to potential Settlement Class Members, within ten (10) business days following entry of the Scheduling Order by the Court, CSC, at no cost to the Settlement Fund, Plaintiff's Counsel, or the Settlement Administrator, shall provide to the Settlement

Administrator or Plaintiff's Co-Lead Counsel in an electronically searchable form, such as Excel, the stockholder register from Ameritrade's transfer agent containing the names, mailing addresses and, if readily available, email addresses for all registered holders of Ameritrade common stock during the Class Period ("**Class Member Records**").

8.4. For purposes of distributing the Net Settlement Fund to Eligible Closing Date Stockholders, within twenty (20) business days following entry of the Judgment by the Court, CSC, at no cost to the Settlement Fund, Plaintiff's Counsel, or the Settlement Administrator, shall make all reasonable efforts to provide to the Settlement Administrator or Plaintiff's Co-Lead Counsel in an electronically searchable form, such as Excel, the following information (the "**Merger Records**"):

(a) the names, mailing addresses and, if readily available, email addresses of all registered holders of Ameritrade common stock listed on Ameritrade's stockholder register ("**Registered Holders**") who held shares of Ameritrade common stock at the time such shares were converted into the right to receive the Merger Consideration in connection with the Closing of the Merger, other than the Excluded Parties ("**Merger Record Holders**"), and the number of shares of Ameritrade common stock held by the Merger Record Holders at the Closing and for which the Merger Record Holders received or were entitled to receive the Merger Consideration;

(b) a list of the Excluded Parties which shall include the following information: (i) the name of the Excluded Party; (ii) an indication of whether the Excluded Party was, at the Closing, either (a) a Registered Holder of Ameritrade common stock listed or (b) a beneficial holder of Ameritrade common stock whose shares were held via a financial institution on behalf of the Excluded Party (“**Beneficial Holder**”); (iii) the number of shares of Ameritrade common stock beneficially owned by the Excluded Party at the Closing and for which the Excluded Party received or was entitled to receive the Merger Consideration in connection with the Closing of the Merger (“**Excluded Shares**”); and (iv) for each Excluded Party that is a Beneficial Holder, the name and, if reasonably available, “DTCC Number” of the financial institution where their Excluded Shares were held.

(c) The allocation or “chill” report generated by the Depository Trust & Clearing Corporation, including its subsidiary DTCC, in anticipation of the Merger to facilitate the allocation of the Merger Consideration to Ameritrade stockholders (the “**DTCC Allocation Report**”), which shall include, for each DTCC Participant to which DTCC distributed the Merger Consideration, the DTCC Participant’s “DTCC Number” and the number of shares of Ameritrade common stock reflected on the DTCC Allocation Report used by DTCC to distribute the Merger Consideration.

8.5. In addition to the information to be provided under Paragraph 8.4

above, CSC, at the request of Plaintiff, and at no cost to the Settlement Fund, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator, shall make reasonable efforts to provide such additional information from any Excluded Party, Ameritrade, Ameritrade's transfer agent, or DTCC (or its nominee, Cede) as may be required to distribute the Net Settlement Fund to Eligible Closing Date Stockholders and to ensure that the Net Settlement Fund is paid only to Eligible Closing Date Stockholders and not to any Excluded Party. Furthermore, to facilitate the distribution of the Net Settlement Fund to Eligible Closing Date Stockholders, Defendants shall make all reasonable efforts to obtain all required "suppression letters" from DTCC Participants concerning any Excluded Shares, which suppression letters shall instruct DTCC to withhold payment on those Excluded Shares and contain any other terms as DTCC may reasonably require.

8.6. Defendants and any other Excluded Party shall not have any right to receive any part of the Settlement Fund for their own account(s) (*i.e.*, accounts in which they hold a proprietary interest, but not including accounts managed on behalf of others), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

8.7. The Net Settlement Fund shall be distributed to Eligible Closing Date

Stockholders in accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiff and Plaintiff's Co-Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or the Delaware Supreme Court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants and the other Released Defendants' Persons shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of the Court-approved plan of allocation.

8.8. The Net Settlement Fund shall be distributed to Eligible Closing Date Stockholders only after the Effective Date of the Settlement and after: (a) all Notice and Administration Costs, all Taxes, and any Fee and Expense Award have been paid from the Settlement Fund or reserved; and (b) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the "**Class Distribution Order**"). At such time that Plaintiff's Co-Lead Counsel, in their sole discretion, deem it appropriate to move forward with the distribution of the Net Settlement Fund to the Settlement Class, Plaintiff's Co-Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order.

8.9. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Settlement Class Members. Plaintiff, Defendants, and the other Released Defendants' Persons and their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Settlement Fund, the nonperformance of the Settlement Administrator or a nominee holding shares on behalf of a Settlement Class Member, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

8.10. All proceedings with respect to the administration of the Settlement and distribution pursuant to the Class Distribution Order shall be subject to the exclusive jurisdiction of the Court.

XI. CONDITIONS OF SETTLEMENT

9.1. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events, which the Parties shall use their best efforts to achieve:

(a) the full amount of the \$31,500,000 Settlement Amount has been paid into the Escrow Account in accordance with Paragraph 2.1 above;

(b) the Court has entered the Scheduling Order, substantially in the form attached hereto as **Exhibit A**;

(c) the Court has entered the Judgment, substantially in the form attached hereto as **Exhibit D**; and

(d) the Judgment has become Final.

9.2. Upon the occurrence of the Effective Date, any and all remaining interest or right of Defendants or any insurer in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

XII. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

10.1. Plaintiff and Defendants shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so (“**Termination Notice**”) to the other Parties within thirty (30) calendar days of: (a) the Court’s final refusal to enter the Scheduling Order in any material respect; (b) the Court’s final refusal to approve the Settlement or any material part thereof; (c) the Court’s final refusal to enter the Judgment in any material respect as to the Settlement; or (d) the date upon which an order vacating, modifying, revising, or reversing the Judgment in any material respect becomes Final. In addition to the foregoing, Plaintiff shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of his election to do so to Defendants within thirty (30) calendar days of any failure of Defendants to cause the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance

with Paragraph 2.1 above. However, any decision or proceeding, whether in this Court or the Delaware Supreme Court, with respect to Plaintiff's Co-Lead Counsel's Fee and Expense Application or the Incentive Award, or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of the Judgment, and shall not be grounds for termination of the Settlement.

10.2. If Plaintiff exercises his right to terminate the Settlement as provided in this Stipulation, or Defendants exercise their right to terminate the Settlement as provided in this Stipulation, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

(b) Plaintiff and Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of this Stipulation on March 25, 2022;

(c) The terms and provisions of this Stipulation, with the exception of this Paragraph 10.2 and Paragraphs 3.6, 4.5, and 11.25, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) Within thirty (30) calendar days after joint written notification of

termination is sent by Defendants' Counsel and Plaintiff's Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and change in value as a result of the investment of the Settlement Fund, and any funds received by Plaintiff's Counsel consistent with Paragraph 4.4 above), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing shall be refunded by the Escrow Agent to Defendants and/or Defendants' insurers (or such other Persons as Defendants may direct and in such manner as Defendants may direct). In the event that the funds received by Plaintiff's Counsel consistent with Paragraph 4.4 above have not been refunded to the Settlement Fund within the thirty (30) calendar days specified in this Paragraph, those funds shall be refunded by the Escrow Agent to Defendants and/or Defendants' insurers (or such other Persons as Defendants may direct and in such manner as Defendants may direct) immediately upon their deposit into the Escrow Account consistent with Paragraph 4.5 above.

XIII. MISCELLANEOUS PROVISIONS

11.1. All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

11.2. Each of the Defendants warrants that, as to the payments made or to be

made on behalf of them, at the time of entering into this Stipulation and at the time of such payment they, or to the best of their knowledge any Persons contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

11.3. In the event of the entry of a final order of a court of competent jurisdiction determining that the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendants was a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiff, Plaintiff and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendants and the other Released Persons pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, and Plaintiff and Defendants shall be restored to their respective positions in the litigation as provided in Paragraph 10.2 above and any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned as

provided in Paragraph 10.2 above.

11.4. This Stipulation reflects, among other things, the compromise and settlement of disputed claims among the Parties and neither this Stipulation nor the Releases provided for under this Stipulation, nor the Settlement consideration, nor any actions taken to carry out this Stipulation are intended to be, nor may they be deemed or construed to be, an admission or concession of liability (or lack thereof) or of the validity of any claim, defense, or of any point of fact or law on the part of any Party regarding those facts that have been, might have been, or might be alleged in the Action or in any other proceeding. The Released Persons may file this Stipulation and/or the Judgment in any action that has been or may be brought against them in order to support a claim or defense of the Released Persons based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.5. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiff and any other Settlement Class Members against the Released Defendants' Persons with respect to the Released Plaintiff's Claims. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties and reflect the Settlement that was reached voluntarily after

extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

11.6. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and their counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, Plaintiff and his counsel and Defendants and their counsel shall not make any accusations of wrongful or actionable conduct by any Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

11.7. This Stipulation shall be deemed to have been mutually prepared by each of the Parties and shall not be construed against any of them by reason of authorship.

11.8. This Stipulation may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any signature to this Stipulation by means of facsimile or .pdf shall be treated in all manner and respects as an original signature and shall be considered

to have the same binding legal effect as if it were the original signed version thereof.

11.9. Plaintiff and Plaintiff's Counsel represent and warrant that none of the claims referred to in this Stipulation or that could have been alleged in the Action have been assigned, encumbered, or in any manner transferred in whole or in part.

11.10. Defendants and Defendants' Counsel represent that they are not aware of any threatened or pending securities cases, derivative claims, or government investigations or actions concerning the Merger.

11.11. This Stipulation and its exhibits embody and represent the full agreement between Plaintiff and Defendants and supersede any and all prior agreements and understandings relating to the subject matter hereof between Plaintiff and Defendants. All Parties acknowledge that no other agreements, representations, warranties, or inducements have been made by any Party hereto concerning this Stipulation or its exhibits other than those contained and memorialized in such documents

11.12. This Stipulation shall not be modified or amended, nor shall any provision of this Stipulation be deemed waived, unless such modification, amendment, or waiver is in writing and executed by or on behalf of each of the Parties. The waiver by any Party of any provision or breach of this Stipulation shall not be deemed a waiver of any other provision or breach of this Stipulation.

11.13. This Stipulation shall be binding upon, and inure to the benefit of, the

successors and assigns of the Parties, including any and all Released Persons and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize. The Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendants' Persons and the Released Plaintiff's Persons are intended beneficiaries of this Stipulation and are entitled to enforce the Releases contemplated by the Settlement.

11.14. The construction and interpretation of this Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto.

11.15. All Parties agree to submit to the jurisdiction of the Court for the purposes of enforcing this Stipulation and the Judgment.

11.16. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation

11.17. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

11.18. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and expenses to Plaintiff's Counsel and enforcing the terms of this Stipulation,

including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to Eligible Closing Date Stockholders.

11.19. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court.

11.20. If any deadline set forth in this Stipulation or the exhibits hereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

11.21. All counsel and all other persons executing this Stipulation and any of the Exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

11.22. Plaintiff's Co-Lead Counsel and Defendants' Counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement), and to use their best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

11.23.If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Plaintiff or Plaintiff's
Co-Lead Counsel: Bernstein Litowitz Berger & Grossmann LLP
Attn: Ed Timlin, Esq.
1251 Avenue of the Americas
New York, NY 10020
(212) 554-1427
edward.timlin@blbglaw.com

Friedman Oster & Tejtel PLLC
Attn: David Tejtel
493 Bedford Center Road, Suite 2D
Bedford Hills, NY 10507
(888) 529-1108
dtejtel@fotpllc.com

Andrews & Springer LLC
Attn: Peter B. Andrews
Attn: David M. Sborz
4001 Kennett Pike, Suite 250
Wilmington, Delaware 19807
(302) 504-4957
pandrews@andrewsspringer.com
dsborz@andrewsspringer.com

If to Defendants:

TD Bank: Simpson Thacher & Bartlett LLP
Attn: Peter E. Kazanoff
425 Lexington Avenue
New York, New York 10017
(212) 455-2000
pkazanoff@stblaw.com

Richards, Layton & Finger, P.A.
Attn: John D. Hendershot
920 North King Street
Wilmington, DE 19801
(302) 651-7679
hendershot@rlf.com

CSC:

Davis Polk & Wardwell LLP
Attn: Andrew Ditchfield
450 Lexington Avenue
New York, New York 10017
(212) 450-4000
andrew.ditchfield@davispolk.com

Morris, Nichols, Arsht & Tunnell LLP
Attn: Kevin M. Coen
1201 N. Market Street
Wilmington, DE 19801
(302) 658-9200
kcoen@morrisonichols.com

Stephen Boyle, Tim
Hockey, and Joseph
Moglia:

Potter Anderson & Corroon LLP
Attn: Berton W. Ashman, Jr.
1313 North Market Street – 6th Floor
Wilmington, DE 19801
(302) 984-6180
bashman@potteranderson.com

Brian Levitt, Karen
Maidment, Bharat Masrani,
Irene Miller, and Wilbur
Prezzano:

Sullivan & Cromwell LLP
Attn: Richard C. Pepperman II
125 Broad Street
New York, New York 10004
peppermanr@sullcrom.com

Ross Aronstam & Moritz LLP
Attn: Bradley R. Aronstam
100 S. West Street, Suite 400
Wilmington, DE 19801
baronstam@ramllp.com

11.24. Except as otherwise provided herein, each Party shall bear its own costs.

11.25. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential.

11.26. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement as set forth in those agreements and orders.

11.27. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of March 25, 2022.

Of Counsel:

Mark Lebovitch
Ed Timlin
Jeroen van Kwawegen
Andrew E. Blumberg
Daniel E. Meyer
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The Charles Schwab Corporation*

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BRETT HAWKES,

Plaintiff,

v.

C.A. No. 2020-0360-PAF

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.

[PROPOSED] SCHEDULING ORDER

WHEREAS, a stockholder class action is pending in this Court captioned *Hawkes v. The Toronto-Dominion Bank, et al.*, C.A. No. 2020-0360-PAF (the “Action”);

WHEREAS, (i) plaintiff Brett Hawkes (“Plaintiff”), on behalf of himself and the Settlement Class (defined below); 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, “Defendants”) (collectively with Plaintiff, the “Parties”) have determined to settle all claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation and Agreement of Compromise, Settlement, and Release dated March 25, 2022 (the “Stipulation”) subject to the approval of this Court (the “Settlement”);

WHEREAS, in accordance with the Stipulation, Plaintiff and Defendants have made an application, pursuant to Court of Chancery Rule 23, for entry of a scheduling order in accordance with the Stipulation, approving the form and content of the notice of the Settlement to the Settlement Class, and scheduling the date and time for the Settlement Hearing; and

WHEREAS, the Court having considered the Stipulation and the exhibits attached thereto; the Stipulation being sufficient to warrant notice to the Settlement Class; and all Parties having consented to the entry of this Order.

NOW THEREFORE, IT IS HEREBY ORDERED, this ____ day of _____, 2022, as follows:

1. **Definitions**: Unless otherwise defined herein, capitalized terms used herein shall have the same meanings given to them in the Stipulation.

2. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over the Parties and each of the Class Members.

3. **Preliminary Class Certification for Settlement Purposes:** The Court hereby preliminarily certifies, solely for purposes of effectuating the proposed Settlement, the Action as a non-opt out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), on behalf of a Settlement Class consisting 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”).

4. Solely for purposes of the Settlement, Plaintiff Brett Hawkes is preliminarily appointed as representative for the Settlement Class and Andrews & Springer LLC, Bernstein Litowitz Berger & Grossmann LLP, and Friedman Oster & Tejtel PLLC (collectively, “Plaintiff’s Co-Lead Counsel”) are preliminarily appointed as counsel for the Settlement Class.

5. **Settlement Hearing:** The Court will hold a hearing (the “Settlement Hearing”) on _____, 2022, at __:__.m., 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 determine, among other things: (i) 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) 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) 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) whether a Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered dismissing the Action with prejudice as against Defendants; (v) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vi) 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 to be paid solely out of any attorneys' fees and expenses awarded by the Court, should be approved; and (vii) any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Settlement Hearing shall be given to potential Settlement Class Members as set forth in paragraph 9 of this Order.

6. The Court reserves the right to adjourn and reconvene the Settlement Hearing, including consideration of the proposed Plan of Allocation and Plaintiff's Co-Lead Counsel's fee and expense application and incentive award application, without further notice to the Settlement Class other than by announcement at the Settlement Hearing or any adjournment thereof.

7. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class.

8. The Court may decide to hold the Settlement Hearing by telephone or video conference without further notice to the Settlement Class. Any Settlement Class Member (or his, her, or its counsel) who wishes to appear at the Settlement Hearing should consult the Court's docket and/or the Settlement website for any change in date, time, or format of the hearing.

9. **Retention of Settlement Administrator and Manner of Giving Notice:** Plaintiff's Co-Lead Counsel are hereby authorized to retain JND Legal Administration as the settlement administrator (the "Settlement Administrator") to provide notice to potential Settlement Class Members and administer the Settlement, including the allocation and distribution of the Net Settlement Fund to Eligible Closing Date Stockholders. Notice of the Settlement and the Settlement Hearing shall be given as follows:

(a) Within ten (10) business days following the date of entry of this Order by the Court, CSC, at no cost to the Settlement Fund, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator, shall provide to the Settlement Administrator or Plaintiff's Co-Lead Counsel in an electronically searchable form, such as Excel, the stockholder register from Ameritrade's transfer agent containing

the names, mailing addresses and, if readily available, email addresses for all registered holders of Ameritrade common stock during the Class Period (the “Class Member Records”);

(b) Beginning not later than twenty (20) business days after the date of entry of this Order (such date that is twenty (20) business days after the date of entry of this Order, the “Notice Date”), the Settlement Administrator shall cause a copy of the Notice, substantially in the form attached to the Stipulation as Exhibit B, to be mailed by first-class U.S. mail, or emailed, to potential Settlement Class Members at the addresses set forth in the Class Member Records or who otherwise may be identified through further reasonable effort;

(c) Not later than the Notice Date, the Settlement Administrator shall post a copy of the Notice on the website established for the Settlement;

(d) Not later than ten (10) business days after the Notice Date, the Settlement Administrator shall cause the Summary Notice, substantially in the form attached to the Stipulation as Exhibit C, to be published once in *Investor’s Business Daily* and to be transmitted once over the *PR Newswire*; and

(e) Not later than seven (7) calendar days prior to the Settlement Hearing, Plaintiff’s Co-Lead Counsel shall serve on Defendants’ Counsel and file with the Court proof, by affidavit or declaration, of such mailing and publication.

10. **Approval of Form and Content of Notice:** The Court: (a) approves, as to form and content, the Notice, attached to the Stipulation as Exhibit B, and the Summary Notice, attached to the Stipulation as Exhibit C, and (b) finds that the mailing of the Notice and publication of the Summary Notice in the manner and form set forth in paragraph 9 of this Order: (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the effect of the proposed Settlement (including the Releases to be provided thereunder), the proposed Plan of Allocation, Plaintiff's Co-Lead Counsel's application for an award of attorneys' fees and expenses, including Plaintiff's application for an incentive award, and Settlement Class Members' rights to object to any aspect of the Settlement, the Plan of Allocation, and/or Plaintiff's Co-Lead Counsel's fee and expense application, including Plaintiff's application for an incentive award, and to appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Settlement Hearing shall be included in the Notice and Summary Notice before they are mailed and published, respectively.

11. **Nominees Procedures:** Brokers and other nominees that held shares of Ameritrade common stock at any point during the Class Period as record holders for the benefit of another person or entity shall be requested to either: (i) within seven (7) calendar days of receipt of the Notice, request from the Settlement Administrator sufficient copies of the 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 the Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator, in which event the Settlement Administrator shall promptly mail the Notice to such beneficial owners. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought.

12. Brokers and other nominees that hold securities in their name on behalf of a beneficial owner are hereby ordered to provide information deemed necessary by the Settlement Administrator to assist Eligible Closing Date Stockholders in connection with determining their entitlement to the Net Settlement Fund and to distribute the Net Settlement Fund consistent with the terms of the Plan of Allocation (or such other plan of allocation approved by the Court).

13. **Appearance at Settlement Hearing and Objections:** Unless the Court orders otherwise, any Settlement Class Member may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice, by filing with the Register in Chancery and delivering a notice of appearance to Plaintiff's Co-Lead Counsel and Defendants' Counsel, at the addresses set forth in paragraph 14 below, such that it is received no later than fourteen (14) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Settlement Class Member who does not enter an appearance will be represented by Plaintiff's Co-Lead Counsel, and shall be deemed to have waived and forfeited any and all rights he, she, or it may otherwise have to appear separately at the Settlement Hearing.

14. Any Settlement Class Member may file a written objection to the proposed Settlement, Plan of Allocation, and/or Plaintiff's Co-Lead Counsel's application for an award of attorneys' fees and expenses, including Plaintiff's application for an incentive award ("Objector"), if he, she, or it has any cause why the proposed Settlement, Plan of Allocation, and/or Plaintiff's Co-Lead Counsel's application for an award of attorneys' fees and expenses, including Plaintiff's application for an incentive award, should not be approved; *provided, however*, that, unless otherwise directed by the Court for good cause shown, no Objector shall be heard or entitled to contest the approval of the terms and conditions of the proposed

Settlement, Plan of Allocation, and/or Plaintiff's Co-Lead Counsel's application for an award of attorneys' fees and expenses, including Plaintiff's application for an incentive award, unless that person or entity files a written objection with the 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 (electronically by File & Serve*Xpress*, by hand, by first-class U.S. mail, or by express service) and serves copies of the objection upon each of the following counsel at the following addresses such that they are received no later than fourteen (14) calendar days prior to the Settlement Hearing, with copies also emailed 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:

Plaintiff's Co-Lead Counsel: Peter B. Andrews, Andrews & Springer LLC, 4001 Kennett Pike, Suite 250, Wilmington, Delaware 19807; Edward Timlin, Bernstein Litowitz Berger & Grossmann LLP, 1251 Avenue of the Americas, New York, New York 10020; and David Tejtel, Friedman Oster & Tejtel PLLC, 493 Bedford Center Road, Suite 2D, Bedford Hills, New York 10507.

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.

15. 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.

16. Unless the Court orders otherwise, any Settlement Class Member who or which does not make his, her, or its objection in the manner provided herein shall: (i) be deemed to have waived and forfeited his, her, or its right to object to any aspect of the proposed Settlement, Plan of Allocation, or Plaintiff's Co-Lead Counsel's application for an award of attorneys' fees and expenses, including Plaintiff's application for an incentive award; (ii) be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Judgment to be entered approving the Settlement, the Plan of Allocation, or Plaintiff's Co-Lead Counsel's application for an award of attorneys' fees and expenses, including Plaintiff's application for an incentive award; and (iii) be deemed to have waived and to be forever barred and foreclosed from being heard, in this or any other proceeding, with respect to any matters concerning the Settlement, the Plan of Allocation, or the requested or awarded attorneys' fees or expenses and the requested incentive award.

17. **Stay and Temporary Injunction:** Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation. Pending final determination of whether the Settlement should be approved, (i) Plaintiff and all other Settlement 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; and (ii) Defendants are barred and enjoined from instituting, commencing, prosecuting, continuing, or in any way participating in any action or other proceeding asserting any Released Defendants' Claims against any Released Plaintiff's Persons.

18. **Settlement Fund:** The contents of the Settlement Fund that will be held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the exclusive jurisdiction of the Court, until such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

19. **Notice and Administration Costs:** All Notice and Administration Costs shall be paid or reimbursed out of the Settlement Fund in accordance with the terms of the Stipulation without further order of the Court.

20. **Taxes:** Plaintiff's Co-Lead Counsel are authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation. The Released Defendants'

Persons shall have no liability whatsoever for any Taxes with respect to income earned by the Settlement Fund while on deposit in the Escrow Account.

21. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; this Order shall be without prejudice to the rights of the Parties or the Settlement Class; and Plaintiff and Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Stipulation on March 25, 2022.

22. **Supporting Papers:** Plaintiff's Co-Lead Counsel shall file and serve the opening papers in support of the proposed Settlement, 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 fee award no later than twenty-eight (28) calendar days prior to the Settlement Hearing. Any objections to the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees and expenses and/or incentive award shall be filed and served no later than fourteen (14) calendar days prior to the Settlement Hearing. If reply papers are necessary, they are to be filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

23. **Retention of Jurisdiction:** The Court retains exclusive jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

24. **Extension of Deadlines:** The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to the Settlement Class.

Vice Chancellor Paul A. Fioravanti, Jr.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BRETT HAWKES,

Plaintiff,

v.

C.A. No. 2020-0360-PAF

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.

**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

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.

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, “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 a “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.

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

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:	
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 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 _____, 2022 AT __:__.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 2022.	Filing a written objection and notice of intention to appear that is received by _____, 2022, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the _____, 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.

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

WHAT THIS NOTICE CONTAINS

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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 45-46 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

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

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.

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.

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

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 _____, 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 preliminary 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

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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

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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 Settlement 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

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.

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), 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.

<p style="text-align: center;">WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?</p>

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 Settlement 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 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 _____, 2022 at __: __.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: (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

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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** _____, **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, pepperman@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
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<p>Richard C. Pepperman II SULLIVAN & CROMWELL LLP 125 Broad Street New York, New York 10004</p>	<p>Berton W. Ashman, Jr. POTTER ANDERSON & CORROON LLP 1313 North Market Street, 6th Floor Wilmington, Delaware 19801</p>

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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** _____, 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 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* _____, 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, (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, settlements@blbglaw.com; or David Tejtel,

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

Friedman Oster & Tejtel PLLC, 493 Bedford Center Road, Suite 2D, Bedford Hills, New York 10507, 1-(888) 529-1108, or dtejtel@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.

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 info@AmeritradeMergerLitigation.com.

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

Dated: _____, 2022

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

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

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BRETT HAWKES,

Plaintiff,

v.

C.A. No. 2020-0360-PAF

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.

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

TO: All record holders and beneficial holders of 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 closed (the “Settlement Class”).

Certain persons and entities are excluded from the Settlement Class by definition, as set forth in the full Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear (the “Notice”), available at www.AmeritradeMergerLitigation.com. Any capitalized terms used in this Summary Notice that are not otherwise defined in this

Summary Notice shall have the meanings given to them in the Stipulation and Agreement of Compromise, Settlement, and Release dated March 25, 2022 (the “Stipulation”).

PLEASE READ THIS SUMMARY NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the Court of Chancery of the State of Delaware (the “Court”), that the above-captioned stockholder class action (the “Action”) is pending in the Court.

YOU ARE ALSO NOTIFIED 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, “Defendants”) have entered into a proposed settlement for, among other consideration, \$31,500,000 (the “Settlement”). The terms of the Settlement are stated in the Stipulation entered into between Plaintiff and Defendants dated March 25, 2022, a copy of which is available at www.AmeritradeMergerLitigation.com. If approved by the Court, the Settlement will resolve all claims in the Action.

A hearing (the “Settlement Hearing”) will be held on _____, **2022 at __: __.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: (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.

Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, www.AmeritradeMergerLitigation.com.

If you are a member of the Settlement Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Net Settlement Fund. If you have not yet received the Notice, you may obtain a copy of the Notice by contacting the Settlement Administrator at Ameritrade Merger Litigation, c/o JND Legal Administration, P.O. Box 91212, Seattle, WA, 98111, 1-888-964-2135. A copy of the Notice can also be downloaded from the Settlement website, www.AmeritradeMergerLitigation.com.

If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed on a *pro rata* basis to Eligible Closing Date Stockholders in accordance with the proposed Plan of Allocation stated in the Notice or such other plan of allocation as is approved by the Court. Pursuant to the proposed Plan of Allocation, 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. As explained in further detail in the Notice at paragraphs 37-42, pursuant to the Plan of Allocation, 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. Eligible Closing Date Stockholders do *not* have to submit a claim form to receive a payment from the Settlement.

Any objections to the proposed Settlement, the proposed Plan of Allocation, or Plaintiff's Co-Lead Counsel's application for an award attorneys' fees and expenses, including Plaintiff's application for an incentive award, must be filed with the Register in Chancery in the Court of Chancery of the State of Delaware and delivered to Plaintiff's Co-Lead Counsel and Defendants' Counsel such that they are ***received no later than*** _____, **2022**, in accordance with the instructions set forth in the Notice.

Please do not contact the Court or the Office of the Register in Chancery regarding this Summary Notice. All questions about this Summary Notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to the Settlement Administrator or Plaintiff's Co-Lead Counsel.

Requests for the Notice should be made to the Settlement Administrator:

Ameritrade Merger Litigation
c/o JND Legal Administration
P.O. Box 91212,
Seattle, WA, 98111
1-888-964-2135
info@AmeritradeMergerLitigation.com
www.AmeritradeMergerLitigation.com

Inquiries, other than requests for the Notice, should be made to Plaintiff's Co-Lead Counsel:

<p>Peter B. Andrews ANDREWS & SPRINGER LLC 4001 Kennett Pike, Suite 250 Wilmington, Delaware 19807 1-302-504-4957 Ext. 1 pandrews@andrewsspringer.com</p>	<p>Edward Timlin BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP 1251 Avenue of the Americas 44th Floor New York, New York 10020 1-800-380-8496 settlements@blbglaw.com</p>
Or	

David Tejtel
FRIEDMAN OSTER & TEJTEL PLLC
493 Bedford Center Road, Suite 2D
Bedford Hills, New York 10507
1-888-529-1108
dtejtel@fotpllc.com

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

EXHIBIT D

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

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a stockholder class action is pending in this Court, entitled *Hawkes v. The Toronto-Dominion Bank, et al.*, C.A. No. 2020-0360-PAF (the “Action”);

WHEREAS, (i) plaintiff Brett Hawkes (“Plaintiff”), on behalf of himself and the Settlement Class (defined below); 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, “Defendants”) (collectively with Plaintiff, the “Parties”) have entered into a Stipulation and Agreement of Compromise, Settlement, and Release dated March 25, 2022 (the “Stipulation”) that provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, by Order dated _____, 2022 (the “Scheduling Order”), this Court (i) ordered that notice of the proposed Settlement be provided to potential Settlement Class Members; (ii) provided Settlement Class Members with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiff’s Co-Lead Counsel’s application for an award of attorneys’ fees and expenses, including Plaintiff’s application for an incentive award; and (iii) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on _____, 2022 (the “Settlement Hearing”) to consider, among other things: (i) 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) 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) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Settlement Class, and should therefore be approved; (iv) whether a Judgment should be entered dismissing the Action with prejudice as against Defendants; (v) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and (vi) 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; and

WHEREAS, due notice of the hearing has been given in accordance with the Scheduling Order; the Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all other persons or entities requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to members of the Settlement Class was adequate and sufficient; and the

entire matter of the proposed Settlement having been heard and considered by the Court;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, this ____ day of _____, 2022, as follows:

1. **Definitions**: Unless otherwise defined herein, capitalized terms used herein shall have the same meanings given to them in the Stipulation.

2. **Jurisdiction**: The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over the Parties and each of the Settlement Class Members.

3. **Final Class Certification for Settlement Purposes**: The Court hereby finally certifies, for the purposes of the Settlement only, the Action as a non-opt out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), on behalf of a Settlement Class consisting 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”).

4. For the purposes of the Settlement only, the Court hereby finally appoints Plaintiff Brett Hawkes as representative for the Settlement Class and Andrews & Springer LLC, Bernstein Litowitz Berger & Grossmann LLP, and Friedman Oster & Tejtel PLLC (collectively, “Plaintiff’s Co-Lead Counsel”) as counsel for the Settlement Class. Plaintiff and Plaintiff’s Co-Lead Counsel have fairly and adequately represented the Settlement Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement.

5. The Court finds that Plaintiff held Ameritrade common stock at the time of the conduct complained of in the Action, has standing to prosecute this Action, and is an adequate representatives of the Settlement Class.

6. **Class Findings:** Solely for purposes of the proposed Settlement of this Action, the Court finds that each element required for certification of the Settlement Class pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) has been met in that: (i) the Settlement Class Members are so numerous that their joinder in the Action would be impracticable; (ii) there are questions of law and fact common to the Settlement Class; (iii) the claims of Plaintiff are typical of the claims of the Settlement Class; (iv) in connection with both the prosecution of the Action as well as the Settlement, Plaintiff and Plaintiff's Co-Lead Counsel have and will fairly and adequately represent and protect the interests of the Settlement Class; (v) the prosecution of separate actions by individual Settlement Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants; (vi) as a practical matter, the disposition of the Action would influence the disposition of any pending or future identical cases brought by other Settlement Class Members; and (vii) Defendants have allegedly acted or refused to act on grounds generally applicable to the Settlement Class, thereby making appropriate final relief, including declaratory relief, with respect to the Settlement Class as a whole.

7. **Notice:** The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (i) were implemented in accordance with the Scheduling Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of: the pendency of the Action; the effect of the proposed Settlement (including the Releases to be provided thereunder); the proposed Plan of Allocation; Plaintiff's Co-Lead Counsel's application for an award of attorneys' fees and expenses, including Plaintiff's application for an incentive award; their right to object to any aspect of the Settlement, the Plan of Allocation, and/or Plaintiff's Co-Lead Counsel's application for an award of attorneys' fees and expenses, including Plaintiff's application for an incentive award; and their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (v) satisfied the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

8. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with, Court of Chancery Rule 23(e), this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the Settlement consideration; the Released Claims; and the

dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation, which this Judgment incorporates and makes a part hereof.

9. All claims asserted against Defendants in the Action by Plaintiff and the other Settlement Class Members are hereby dismissed with prejudice. The Parties shall bear their own fees, costs, and expenses, except as otherwise provided in the Stipulation and this Judgment.

10. **Binding Effect:** The terms of the Stipulation and of this Judgment shall be forever binding on the Parties and all Settlement Class Members (regardless of whether or not any individual Settlement Class Member was entitled to receive a distribution from the Net Settlement Fund or in fact receives a distribution from the Net Settlement Fund). Upon the Effective Date, this Judgment shall permanently restrain and enjoin Plaintiff and the Settlement Class from instituting, asserting, or prosecuting any of the Released Plaintiffs' Claims against any of the Released Defendants' Persons in any court or other forum, except to enforce the terms of the Settlement. The binding effect of this Judgment and the obligations of the Parties and Settlement Class Members under the Stipulation shall not be conditioned upon or subject to the resolution of any appeal from this Judgment that relates solely to

the issue of Plaintiff's Co-Lead Counsel's fee and expense application or Plaintiff's application for an incentive award, any award of attorneys' fees or expenses to Plaintiff's Counsel or an incentive award to Plaintiff, or the Plan of Allocation.

11. **Releases:** The Releases set forth in paragraphs 2.3-2.6 of the Stipulation, together with the definitions contained in Section IV.A. of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

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

(ii) 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 against the Released Plaintiff's Persons.

(iii) 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.

(iv) 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).

12. Notwithstanding the Release described in paragraph 11(i)-(iv) above, nothing herein is intended to or shall affect any rights or release any claim with respect to (i) past or future indemnification or advancement or payment of past or future legal fees and defense costs arising under and pursuant to any Released Defendants' Person's respective advancement or indemnification agreements; Ameritrade's certificate of incorporation or by-laws; any insurance policy covering Ameritrade or its current or former officers and directors; applicable law, equity or other contract; or applicable insurance; (ii) the rights of any Defendant or any of their insurers in connection with the allocation of the payment of the Settlement Amount; or (iii) any past or future claims between any Defendant and any insurer.

13. Further, notwithstanding paragraphs 11-12 above, nothing in the Stipulation or in this Judgment shall in any way impair or restrict the rights of the Parties to enforce the terms of the Settlement pursuant to the Stipulation.

14. **Award of Attorneys' Fees and Expenses:** Plaintiff's Counsel are hereby awarded attorneys' fees and expenses in the amount of \$_____ ("Fee and Expense Award"), which sum the Court finds to be fair and reasonable. The Fee and Expense Award shall be paid solely out of the Settlement Fund.

15. Plaintiff is hereby awarded an incentive award in the amount of \$_____ ("Incentive Award"). The Incentive Award shall be paid to Plaintiff from the Fee and Expense Award awarded under paragraph 14 above

16. No proceedings or court order with respect to the Fee and Expense Award to Plaintiff's Counsel or with respect to the Incentive Award to Plaintiff shall in any way affect or delay the finality of this Judgment (or otherwise preclude this Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

17. **Plan of Allocation of Net Settlement Fund:** The Court hereby finds and concludes that the formula for the calculation of payments to Eligible Closing Date Stockholders as set forth in the Plan of Allocation provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among Eligible Closing Date Stockholders with due consideration having been given to administrative convenience and necessity. No proceedings or court order with respect to approval of the Plan of Allocation shall in any way affect or delay the finality of this Judgment (or otherwise preclude this Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

18. **Modification of the Stipulation:** Without further approval from the Court, the Parties are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any Exhibits attached thereto to effectuate the Settlement that: (i) are not materially inconsistent with this Judgment; and (ii) do not materially limit the rights of Settlement Class Members in connection with the

Settlement. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement.

19. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; this Judgment shall be without prejudice to the rights of the Parties or the Settlement Class; and Plaintiff and Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Stipulation on March 25, 2022.

20. **Retention of Jurisdiction:** Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over the Parties and all Settlement Class Members for purposes of the administration, interpretation, implementation, and enforcement of the Settlement, and all other matters relating to the Action and the Settlement.

21. **Entry of Final Judgment:** There is no just reason to delay the entry of this Judgment as a final judgment in the Action. Accordingly, the Register in Chancery is expressly directed to immediately enter this final Judgment in the Action.

Vice Chancellor Paul A. Fioravanti, Jr.