

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

WILLIAM ROSS AND DAWN ROSS V. RESERVE
MANAGEMENT COMPANY, INC. ET AL.

No. 08-cv-10261-PGG
(Class Action)

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT,
FINAL APPROVAL HEARING, AND MOTION FOR ATTORNEYS' FEES AND
REIMBURSEMENT OF LITIGATION EXPENSES**

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

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above captioned class action lawsuit pending in this Court (the “Action”) if you purchased or held shares of The Reserve Yield Plus Fund during the period between January 18, 2007 through September 16, 2008 (the “Class Period”).¹

NOTICE OF PROPOSED SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiff in the above captioned case, on behalf of itself and the Class (as defined in ¶1 below), has reached a proposed settlement that will resolve all claims in the Action, and that has the net effect of at least a \$5.75 million benefit to Members of the Class, as explained below (the “Settlement”).

This Notice explains important rights you may have, including your possible receipt of cash from the Settlement. Your legal rights will be affected whether or not you act. Please read this Notice carefully!

1. **Description of the Action and the Class:** This Notice relates to a proposed settlement among: the Reserve Yield Plus Fund Investor Group (“Lead Plaintiff”), on behalf of itself and the Class; Reserve Management Company, Inc., Resrv Partners, Inc., Reserve Management Corporation, Bruce Bent Sr., Bruce R. Bent II, and Arthur T. Bent III (“Reserve Defendants”); the Yield Plus Fund—In Liquidation (f/k/a The Reserve Yield Plus Fund) (the “Yield Plus Fund”) and its Independent Trustees; and real party in interest TD Ameritrade, Inc., TD Ameritrade Holding Corporation, Joseph H. Moglia, Fredric J. Tomczyk, William J. Gerber, J. Joe Ricketts, and The Toronto-Dominion Bank (“TD Ameritrade Defendants”) (collectively, “the Settling Parties”) as to all claims asserted in the Action in their entirety against the Settling Parties, including those in the First Amended Class Action Complaint filed by Lead Plaintiff in the Action on or about November 20, 2009, as well as Reserve Defendants’ claims for indemnification, expenses and management fees that Reserve Defendants have asserted against shareholder funds. The proposed Settlement, if approved by the Court, will apply to the following Class (the “Class”): all Persons who purchased or held shares of the Yield Plus Fund during the period from January 18, 2007 through September 16, 2008 and who were damaged

¹ All capitalized terms that are not defined herein shall have the meaning ascribed to them in the Stipulation and Agreement of Settlement dated June 4, 2015 (the “Stipulation”).

thereby and have continued to hold the shares through the date of Court approval of the proposed Settlement.²

2. **Statement of Class's Recovery:** Subject to Court approval, and as described more fully below, Lead Plaintiff, on behalf of itself and the Class, and Reserve Defendants, the Yield Plus Fund and its Independent Trustees, and the TD Ameritrade Defendants have agreed to settle all Released Claims (as defined below) against Defendants and other Released Parties (as defined below) in exchange for a number of benefits to the Class, including a cash payment by Reserve Defendants of two million dollars (\$2,000,000) (the "Reserve Cash Contribution"), a cash payment by TD Ameritrade, Inc. in the amount of three million seven hundred fifty thousand dollars (\$3,750,000) (the "TD Ameritrade Cash Contribution") (collectively, the "Settlement Fund"), a reimbursement payment of four million eight thousand one hundred fifty one dollars (\$4,008,151) to the Reserve Defendants to resolve their claims against the Yield Plus Fund for any actual or claimed expenses or fees (the "Reimbursement Payments"), as well as distribution of all funds remaining in the Yield Plus Fund after payment of all outstanding liabilities and expenses, thereby resolving any remaining or potential distribution claims or objections. The terms of the Settlement are explained in greater detail below. Lead Plaintiff estimates that the benefit of the Settlement to the Members of the Class is in excess of \$5.75 million.

3. **Statement of Distribution Per Share and Plan of Allocation:** Lead Plaintiff proposes a plan for distribution of the remaining assets of the Yield Plus Fund (other than the amounts in the Post-Distribution Expense Fund to be approved by the Court), *pro rata* to all Shareholders, including specifically all customers of TD Ameritrade, Inc. who purchased shares of the Fund from or through TD Ameritrade, Inc. and who continue to hold the shares through the date of Court approval of the proposed Settlement. The plan provides for *pro rata* distribution of the Reserve Cash Contribution portion of the Net Settlement Fund (the Settlement Fund less Taxes, Notice and Administration Costs, and attorneys' fees and expenses award by the Court) to all Class Members; the TD Ameritrade Cash Contribution portion of the Net Settlement Fund will be distributed *pro rata* only to Class Members who purchased shares of the Fund from or through TD Ameritrade, Inc. (the "Plan of Allocation"). If the potential distribution to any record holder calculates to less than \$0.01, that distribution will not be included in the calculation and no distribution will be made to that record holder.

4. **Statement of the Parties' Position on Liability and Damages:** Defendants have agreed to the proposed Settlement solely to eliminate the uncertainty, burden, distraction and expense of continued litigation. Defendants deny that they engaged in any wrongdoing or violation of any law, that they are in any way liable to Lead Plaintiff and/or the Class, or that Lead Plaintiff or other Members of the Class suffered any injury caused by Defendants. Moreover, the parties do not agree on the amount of recoverable damages or on the average

² Excluded from the Class are: (a) Defendants; (b) members of the immediate families of Bent, Bent II, and Bent III; (c) the subsidiaries and affiliates of Defendants (excluding The Toronto-Dominion Bank); (d) any person or entity who is a partner, executive officer, director, trustee or controlling person of the Defendants (excluding The Toronto-Dominion Bank) including any of their subsidiaries or affiliates; (e) any entity in which any Defendant (excluding The Toronto-Dominion Bank) has a controlling interest; (f) Defendants' liability insurance carriers; and (g) the legal representatives, heirs, successors and assigns of any such excluded party. (Counsel for Defendants will use their reasonable best efforts to provide Crederian with a list of which accounts, if any, fall within subsections (b) through (f) of this sub-paragraph. Crederian will act in accordance with that information, without any obligation to perform any further verification.)

amount of damages per share that would be recoverable if Lead Plaintiff were to prevail on each of the claims. The other issues on which the parties disagree include, but are not limited to; (1) whether the statements made or facts allegedly omitted were material, false or misleading; (2) whether Defendants are otherwise liable under the securities laws for those allegedly false or misleading statements or omissions, including whether Lead Plaintiff and the Class could establish the required elements of scienter and reliance; and (3) whether all or part of the damages allegedly suffered by Members of the Class were caused by economic conditions or factors other than the allegedly false or misleading statements or omissions.

5. **Statement of Attorneys’ Fees and Expenses Sought:** Lead Counsel has not received any payment for its services in pursuing claims against Defendants on behalf of the Class for approximately 6.5 years, nor has Lead Counsel been reimbursed for its out-of-pocket expenses. Lead Counsel will apply to the Court for an award of attorneys’ fees from the Settlement Fund in an amount not to exceed 22% of the Settlement Fund or \$1,265,000. In addition, Lead Counsel also will apply for the reimbursement of Litigation Expenses paid or incurred by Plaintiffs’ Counsel in connection with the prosecution and resolution of the Action in an amount not to exceed \$50,000.00. If the Court approves Lead Counsel’s fee and expense application, Lead Counsel estimates that based on a total of approximately \$38 million currently in the Fund, the average cost per share of the attorneys’ fees and expenses will be approximately \$.034 per \$1.00 of assets in the Fund.³

6. **Identification of Attorneys’ Representatives:** Lead Plaintiff and the Class are being represented by Hagens Berman Sobol Shapiro LLP (“Lead Counsel”). Any questions regarding the Settlement should be directed to Reed Katherine, Esq. at Hagens Berman Sobol Shapiro LLP, 715 Hearst Avenue, Suite 202, Berkeley, CA 94710, (510) 725-3000, Reed@hbsslaw.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
<p>REMAIN A MEMBER OF THE CLASS TO RECEIVE THE FULL BENEFIT OF THE SETTLEMENT.</p>	<p>This is the only way to potentially get a payment from the Net Settlement Fund. If you wish to be potentially eligible to receive a payment out of the Net Settlement Fund as a Member of the Class, you must remain a Member of the Class. You need not do anything to remain a Member of the Class, and no submission of a claim form is required. Payments will be sent to record holders of the Yield Plus Fund who purchased shares of the Fund during the Class Period and own shares of the Fund as of the date of Court approval of the Settlement, including to TD Ameritrade, Inc. for distribution to Class Members who purchased the Fund from or through TD Ameritrade, Inc. If you are a Class Member who purchased your shares indirectly through a broker or nominee <i>other than TD Ameritrade, Inc.</i>, you should contact that</p>

³ For purposes of this calculation, each share is valued at \$1.00.

	<p>broker or nominee immediately, as the Court may order that any distribution be made through the record holders only. If you purchased shares of the Fund during the Class Period from or through TD Ameritrade, Inc. but currently hold those shares at another broker-dealer, you should contact TD Ameritrade, Inc.</p> <p>If you remain a Member of the Class, you will be subject to all Orders of the Court in this Action, including any judgment that is entered in the Action. The judgment proposed as part of the Settlement will dismiss with prejudice the claims in the Complaint and will provide that, upon the Effective Date, Lead Plaintiff and all other Class Members shall be deemed to have fully and finally released the Class Members' Released Claims (as defined below), including Unknown Claims (as defined below) as against the Released Parties (as defined below).</p>
<p>EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN FEBRUARY 12, 2016.</p>	<p>This is the only option that allows you to ever be part of any other legal proceeding against any of the Defendants or the other Released Parties concerning the claims that were, or could have been, asserted in this case. Unless otherwise ordered by the Court, Persons who would otherwise be Class Members but who submit valid exclusion requests will <u>not</u> be eligible to participate in distribution of the Net Settlement Fund, but will otherwise be eligible to participate in the distribution in the remaining assets of the Yield Plus Fund.</p>
<p>OBJECT TO THE SETTLEMENT BY SUBMITTING WRITTEN OBJECTIONS SO THAT THEY ARE RECEIVED NO LATER THAN FEBRUARY 12, 2016.</p>	<p>Write to the Court and explain why you do not like the proposed Settlement or the request for attorneys' fees and reimbursement of expenses. You cannot object to the Settlement unless you are a Class Member and do not exclude yourself.</p>
<p>GO TO THE HEARING ON MARCH 4, 2016 AT 10:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN FEBRUARY 12, 2016.</p>	<p>Ask to speak in Court about the fairness of the Settlement or the request for attorneys' fees and reimbursement of expenses.</p>

7. This Notice is being sent to you pursuant to an Order of the United States District Court for the Southern District of New York (the “Court”) because you or someone in your family may be a Class Member or because you or someone in your family may be a record holder of shares of the Yield Plus Fund purchased or held during the Class Period. The Court has directed us to send this Notice because Class Members have a right to know about their options before the Court rules on the proposed Settlement of this case. Additionally, Class Members have the right to understand how a class action lawsuit may generally affect their legal rights. If the Court approves the Settlement, a claims administrator approved by the Court will make payments pursuant to the Settlement after any appeals are resolved.

8. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the Court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. Once the class is certified, the Court must resolve all issues on behalf of the class members, except for any persons who choose to exclude themselves from the class. (For more information on excluding yourself from the Class, please read “What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?” located below.) In the Action, the Court has directed the Lead Plaintiff and Lead Counsel shall have primary responsibility for prosecuting all private securities claims against Defendants on behalf of the Class.

9. The Court in charge of this case is the United States District Court for the Southern District of New York, and the case is known as *William Ross and Dawn Ross v. Reserve Management Company, Inc. et. al.*, Civil Action No. 1:08-cv-10261 PGG, (the “Action”). The Judge presiding over this case is the Honorable Paul G. Gardephe, United States District Judge. The people who are suing are called plaintiffs, and those who are being sued are called defendants. In this case, the primary plaintiff is referred to as the Lead Plaintiff, on behalf of itself and the Class, and Defendants are Reserve Management Company, Inc., Reserve Partners, Inc., Reserve Management Corporation, Bent Sr., Bent II, Bent III, TD Ameritrade Holding Corporation (or real party in interest TD Ameritrade, Inc.), Joseph H. Moglia, Fredric J. Tomczyk, William J. Gerber, J. Joe Ricketts, and The Toronto-Dominion Bank.

10. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, which is a class action, how you might be affected, and how to exclude yourself from the Settlement if you wish to do so. It also is being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement and the application by Lead Counsel for attorneys’ fees and reimbursement of expenses (the “Settlement Hearing”).

11. The Settlement Hearing will be held on March 4, 2016, at 10:00 a.m., before the Honorable Paul G. Gardephe, at the United States District Court for the Southern District of New York, 40 Foley Square, Courtroom 705, New York, New York, 10007, to determine, among other things:

- i. whether the proposed Settlement on the terms and conditions provided for in the Stipulation and Agreement of Settlement (the “Stipulation”) is fair, reasonable, and adequate and should be approved by the Court;

- ii. whether a judgment should be entered, dismissing the Action, including the Complaint, on the merits and with prejudice, and whether the releases provided in the Stipulation (as explained in paragraphs 32-34 below) should be ordered; and
- iii. whether Lead Counsel's application for an award of attorneys' fees and reimbursement of Litigation Expenses incurred should be approved by the Court.

12. This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payments will be made after any appeals are resolved. Please be patient.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

13. This case arises from the Reserve Defendants' July 2007 Prospectus, which stated that the Yield Plus Fund's objective was to "seek as high a level of current income as is consistent with the preservation of capital and liquidity" and to maintain a "stable \$1.00 share price." Each of the prospectus documents emphasized the Fund's focus on "preservation of capital and liquidity" and a stable "\$1.00 share price." Lead Plaintiff alleges that the Prospectus contains misstatements and omissions of material facts included but not limited to:

- i. The Fund was no longer adhering to the stated objectives of preserving capital, providing liquidity, and protecting share price stability, but in an effort to achieve greater yields was pursuing riskier instruments; and
- ii. The Reserve entities did not have adequate resources or financial support to preserve capital and maintain a stable \$1.00 NAV.

Lead Plaintiff also alleges that TD Ameritrade, in communicating with some investors, misstated that the Fund was a money market fund or like a money market fund and did not properly explain the risks of the investment.

Defendants deny these allegations.

14. On September 28, 2009, the Court appointed the Reserve Yield Plus Fund Investor Group as Lead Plaintiff and Hagens Berman Sobol Shapiro LLP as Lead Counsel ("Lead Counsel").

15. On November 20, 2009, Lead Plaintiff filed its first amended class action complaint (the "First Amended Complaint").

16. On March 26, 2010, the parties filed the following materials with the Court: (i) the TD Ameritrade Defendants filed their motion to dismiss; (ii) the Reserve Defendants separately filed their motion to dismiss; (iii) Lead Plaintiff filed its Opposition to the TD Ameritrade Defendants' motion to dismiss; (iv) Lead Plaintiff filed its Opposition to the Reserve Defendants' motion to dismiss; (v) the TD Ameritrade Defendants filed their reply brief in

support of their motion to dismiss; and (vi) the Reserve Defendants filed their reply brief in support of their motion to dismiss.

17. All discovery was stayed in the Action pursuant to the mandatory stay of discovery provided for in 15 U.S.C. section 78u-4(b)(3)(B), pending the Court's decision on the motions to dismiss filed by the Reserve Defendants and the TD Ameritrade Defendants.

18. On February 10, 2014, the Court held a status conference, exploring whether some or all of the parties might seek to resolve claims in this action before the Court rules on the pending motions to dismiss. On May 29, 2014, the Parties and the Fund Board engaged in a full-day mediation session before a Mediator, David Brodsky of Brodsky ADR LLC. The Parties and the Fund Board continued to engage in settlement discussions over the months following the full-day mediation.

19. Following these extensive settlement negotiation efforts, the Parties and the Fund Board reached an agreement to settle amongst themselves pursuant to the terms and provisions of the Stipulation.

20. Based upon its prosecution of the litigation, Lead Plaintiff and Lead Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable and adequate to the Class, and in the best interest of Lead Plaintiff and the Class, and have agreed to settle the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering: (i) the substantial benefits that Lead Plaintiff and the Members of the Class will receive from resolution of the Action as against the Defendants; (ii) the attendant risks and costs of litigation; (iii) the prior recovery of approximately 95 % of the \$1.2 billion in assets in the Yield Plus Fund by Shareholders and Members of the Class; (iv) TD Ameritrade, Inc.'s prior approximately \$10 million payment to its retail customers; and (v) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation.

21. On November 23, 2015, the Court preliminarily approved the Settlement, authorized this Notice to be sent to Class Members and record holders who held shares of the Yield Plus Fund on September 16, 2008, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

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

22. If you are a Member of the Class, you are subject to the Settlement unless you timely request to be excluded. The Class also does not include those persons and entities who validly request exclusion from the Class pursuant to this Notice (*see* "What If I Do Not Want To Participate In The Class And The Settlement? How Do I Exclude Myself?," below).

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. PAYMENT OF SETTLEMENT PROCEEDS WILL BE MADE THROUGH RECORD HOLDERS OF RESERVE YIELD PLUS FUND SHARES. IF YOU HELD SHARES OF THE FUND ON SEPTEMBER 16, 2008 INDIRECTLY THROUGH A BROKER OR NOMINEE *OTHER THAN TD AMERITRADE, INC.*, YOU SHOULD CONTACT THE RELEVANT RECORD HOLDER IMMEDIATELY. IF YOU

PURCHASED SHARES OF THE FUND DURING THE CLASS PERIOD FROM OR THROUGH TD AMERITRADE, INC. BUT CURRENTLY HOLD THOSE SHARES AT ANOTHER BROKER-DEALER, YOU SHOULD CONTACT TD AMERITRADE, INC.

WHAT ARE THE LEAD PLAINTIFFS' REASONS FOR THE SETTLEMENT?

23. Lead Plaintiff and Lead Counsel believe that the claims asserted against Defendants have merit. Lead Plaintiff and Lead Counsel recognize, however, the risks of litigation, the expense and length of continued litigation proceedings necessary to pursue their claims against Defendants through trial and appeals, as well as the difficulties in establishing liability. In addition, Lead Plaintiff and Lead Counsel recognize that if this litigation continued additional claims would be asserted against the shareholder funds that have not been distributed, including the amounts being withheld in the Expense Fund, and additional costs would be incurred that would likely be paid out of shareholder funds. Further, Lead Plaintiff and Lead Counsel have considered the additional delay that would be incurred in distributing amounts to shareholders if this litigation were to continue through trial and appeal, a process that could take several years.

24. In light of the amount of the Settlement and the immediacy of recovery to the Class, Lead Plaintiff, Lead Counsel, and the Fund Board of the Yield Plus Fund believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. Lead Plaintiff and Lead Counsel believe that the Settlement provides a substantial benefit now, as compared to the risk that the claims would produce a similar, smaller, or no recovery after the Court rules on motions to dismiss and any motions for summary judgment, trial and appeals, possibly years in the future.

25. Defendants have denied, and continue to deny, each and all of the claims alleged by Lead Plaintiff in the Action. Defendants expressly have denied and continue to deny all claims and allegations of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants also have denied and continue to deny, among other things, the allegations that Lead Plaintiff or the Class have suffered any damage, or that Lead Plaintiff or the Class were harmed by the conduct alleged in the Action. Defendants have concluded that further conduct of the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

26. If there were no Settlement and Lead Plaintiff failed to prove any essential legal or factual element of their claims, neither Lead Plaintiff nor the Class would recover anything from Defendants as a result of this lawsuit. Moreover, if Lead Plaintiff failed to prove the claims, the Reserve Defendants would argue that they are entitled to reimbursement of their attorneys' fees and litigation expenses to be paid out of assets of the Yield Plus Fund. Moreover, in the absence of a Settlement, the claims asserted by Lead Plaintiff against Defendants, and by the Reserve Defendants against the Independent Trustees, would continue to be litigated, which would result in additional expenses against the Yield Plus Fund that would further deplete Fund assets and further delay any distribution to shareholders.

HOW MUCH WILL MY PAYMENT BE?

27. Lead Plaintiff proposes a plan for distribution of the remaining assets of the Yield Plus Fund and the Net Settlement Fund pursuant to the Plan of Allocation. Lead Plaintiff estimates the total distribution of the Settlement Fund (after Taxes, Notice and Administration Costs, attorneys' fees and expenses awarded by the Court) to be approximately \$4.1 million. The Yield Plus Fund estimates the total distribution of the remaining assets of the Yield Plus Fund (other than the amounts in the Post-Distribution Expense Fund to be approved by the Court) to be approximately \$31.2 million. See paragraphs 2 and 3 above.

28. In addition, if the potential distribution to any record holder calculates to less than \$0.01, no distribution will be made to that record holder. The monies that would have been made in distributions that calculate to less than \$0.01 will instead be included in the distributions to those Class Members or Shareholders who would receive \$0.01 or more, and the calculations will be re-run excluding those who would receive less than \$0.01. For clarification, payments may be made through one or more distributions, and the \$0.01 minimum will apply to each distribution.

29. Unless otherwise ordered by the Court, Persons who are excluded from the Class by definition, or who would otherwise be Class Members but who submit valid exclusion requests, will not be eligible to participate in distribution of the Net Settlement Fund, but will be eligible to participate in the distribution of the remaining assets of the Yield Plus Fund to Shareholders as set forth in the Stipulation

30. For efficiency purposes, the Claims Administrator may distribute both the Net Settlement Fund and the remaining assets of the Yield Plus Fund through a single distribution process, or through multiple distributions, whichever the Claims Administrator, in its discretion, determines is most efficient. The Fund Board has reported that, as of the end of May 2015, the Yield Plus Fund had approximately \$37.8 million in assets. If the Settlement is approved by the Court, the Reimbursement Payments of \$4,008,151, and the Post Distribution Expense Fund of the amount of which will be submitted to the Court for approval, will be paid out of the Yield Plus Fund and any other fees and expenses approved by the Court will be paid out of the Settlement Fund before distribution of the Fund assets and the Net Settlement Fund is made.

WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?

31. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). The Judgment will dismiss with prejudice the claims in the Complaint and will provide that, upon the Effective Date, Lead Plaintiff and all other Class Members shall be deemed to have fully and finally released the Class Members' Released Claims (as defined in paragraph 32 below), including Unknown Claims (as defined in paragraph 34 below) as against the Released Parties (as defined in paragraph 33 below).

32. "Released Claims" means any and all actions, causes of action, claims, damages, demands, duties, issues, judgments, liabilities, losses, matters, obligations, proceedings, and

rights of every nature and description whatsoever, whether based on law or equity, on federal, state, local, statutory or common law or any other law, rule or regulation (whether foreign or domestic), including both known claims and Unknown Claims (as defined below), accrued claims and not accrued claims, foreseen claims and unforeseen claims, matured claims and not matured claims, suspected or unsuspected, fixed or contingent and whether or not concealed or hidden, that relate to, concern or in any way involve the Yield Plus Fund, and that have been or could have been asserted through the Effective Date in the Action in this Court or in any forum of competent jurisdiction (including a state or federal court or FINRA arbitration) by or on behalf of (a) the Lead Plaintiff or any other Member of the Class, (b) the Reserve Defendants, (c) the Yield Plus Fund, (d) the Independent Trustees, or (e) TD Ameritrade Defendants. With respect to the releases being given by the Reserve Defendants, Independent Trustees, and the Yield Plus Fund, “Released Claims” also includes all claims related to any and all actions, omissions or transactions up to the Effective Date involving or between one or more of the Reserve Defendants, on the one hand, and the Yield Plus Fund (including its current officers, in their respective capacities as such), Crederian or the Independent Trustees, on the other hand).

33. “Released Parties” means: (a) the Reserve Defendants; (b) the Yield Plus Fund; (c) the Independent Trustees; (d) the TD Ameritrade Defendants; (e) the trustees, directors, officers, employees, agents, representatives, insurers, attorneys, heirs, successors and assigns of each of the foregoing Released Parties, in their respective capacities as such; (f) Crederian, in its capacity as the liquidating services agent of the Yield Plus Fund, as well as in its capacity as Claims Administrator hereunder; (g) Eugene P. Grace, in his capacity as Chief Administrative Officer of Crederian in its capacity as the liquidating services agent of the Yield Plus Fund, and as an officer of the Yield Plus Fund; and (h) State Street Bank in its capacity as custodian for the Yield Plus Fund.

34. “Unknown Claims” means any and all Released Claims that the releasing party does not know or suspect to exist in his, her or its favor at the time of the release of the Released Claims, which if known by him, her or it might have affected his, her or its settlement with and release of the Released Claims, or might have affected his, her or its decision not to object to this Settlement or not exclude himself, herself or itself from the Class. With respect to any and all Released Claims, the parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542, and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides: **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.** The Settling Parties or Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Settling Parties shall expressly – and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Order and Final Judgment shall have – fully, finally and forever settled and released any and all Released Claims, known or Unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule,

without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and Class Members by law and operation of the Order and Final Judgment shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a material element of the Settlement.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

35. Lead Counsel has not received any payment for its services in pursuing claims against Defendants on behalf of the Class since the case was filed in November 2008, nor has Lead Counsel been reimbursed for its out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel intends to apply to the Court for an award of attorneys’ fees to Lead Counsel from the Settlement Fund in an amount not to exceed 22% of the Settlement Fund. At the same time, Lead Counsel also intends to apply for the reimbursement from the Settlement Fund of Litigation Expenses to Plaintiffs’ Counsel (which may include the reasonable costs and expenses of Lead Plaintiff directly related to its representation of the Class), in an amount not to exceed \$50,000.00. The Court will determine the amount of the award.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

36. If you purchased or held shares of the Yield Plus Fund during the Class Period and were damaged thereby, and you are not excluded by the definition of the Class and you do not elect to exclude yourself from the Class, then you are a Class Member, and you will be bound by the proposed Settlement if the Court approves it, and by any judgment or determination of the Court affecting the Class.

37. **No claim form needs to be submitted.** If you are a Class Member, but not a record holder, who purchased or held shares through a brokerage firm or nominee other than TD Ameritrade, Inc., you should contact the appropriate record holder immediately. Please retain all records of your ownership of, or transactions in the Yield Plus Fund shares. If you are a Class Member who purchased your shares from or through TD Ameritrade, Inc. and continue to hold your shares through TD Ameritrade, Inc. you do not need to contact TD Ameritrade, Inc., as it will make distributions to you.

38. As a Class Member, you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her notice of appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?” below.

39. If you do not wish to remain a Class Member, you may exclude yourself from the Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Part Of The Class And The Settlement? How Do I Exclude Myself?” below. If you exclude yourself from the Class, you will not be eligible to receive any distribution from the Net Settlement Fund

but you will retain the right to be a part of any other lawsuit against any of the Released Parties (as defined in paragraph 33 above) with respect to any of the Released Claims (as defined in paragraphs 32 above).

**WHAT IF I DO NOT WANT TO BE A PART OF THE SETTLEMENT?
HOW DO I EXCLUDE MYSELF?**

40. If you do not want to be a member of the Class and potentially share in the Net Settlement Fund obtained through the Settlement, you must submit a timely and valid request for exclusion as set forth in this paragraph so that it is *received* no later than February 12, 2016. Each Class Member will be bound by all determinations and judgments in this lawsuit, including those concerning the Settlement, whether favorable or unfavorable, unless such person or entity mails, by first-class mail (or its equivalent outside the U.S.), or otherwise delivers a written request for exclusion from the Class, addressed to The Yield Plus Fund Securities Class Action Litigation, c/o Crederian Fund Services LLC, 1400 N. Providence Road, Bldg. 2, Suite 5035, Media, PA 19063. The exclusion request must be *received* no later than 21 days prior to Settlement Hearing. Such request for exclusion shall clearly indicate that the sender requests to be excluded from the Class in *William Ross and Dawn Ross v. Reserve Management Company, Inc. et. al.*, Civil Action No. 1:08-cv-10261 PGG, and must be signed by such Person. Such Persons requesting exclusion are also directed to provide the following information: (i) name, (ii) address, (iii) telephone number, (iv) number of Reserve Yield Plus Fund shares held as of September 16, 2008, and if purchased through a broker or nominee the name of the broker or nominee, and (v) a statement that the person or entity wishes to be excluded from the Class. Unless otherwise ordered by the Court, any Class Member who does not submit a timely written request for exclusion as provided by this section shall be bound by the Settlement. Requests for exclusion will not be valid if they do not include the information set forth above and they are not received within the time stated above, unless the Court otherwise determines.

41. If a person or entity requests to be excluded from the Class, that person or entity will not receive any payment from the Net Settlement Fund.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE
SETTLEMENT?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

42. If you do not wish to object in person to the proposed Settlement and/or the application for attorneys' fees and reimbursement of Litigation Expenses, you do not need to attend the Settlement Hearing. You can object to or participate in the Settlement without attending the Settlement Hearing.

43. The Settlement Hearing will be held on March 4, 2016, at 10:00 a.m., before the Honorable Paul G. Gardephe, at the United States District Court for the Southern District of New York, 40 Foley Square, Courtroom 705, New York, New York 10007. The Court reserves the right to approve the Settlement at or after the Settlement Hearing without further notice to Members of the Class.

44. Any Class Member who does not submit a request for exclusion that is *received* no later than February 12, 2016 may object to the Settlement or Lead Counsel's request for an award of attorneys' fees and reimbursement of expenses. Objections or oppositions must be in writing. You must file any written objection or opposition, together with copies of all other supporting papers and briefs, with the Clerk's Office at the United States District Court for the Southern District of New York at the address set forth below on or before 21 days before Settlement Hearing. You must also serve the papers on Lead Counsel for the Class and counsel for the Defendants and the Independent Trustees as the addresses set forth below so that the papers are *received* on or before 21 days before Settlement Hearing.

Clerk's Office

UNITED STATES DISTRICT
COURT FOR THE
SOUTHERN DISTRICT OF
NEW YORK
40 Foley Square
New York, NY 10007

Lead Counsel for the Class

HAGENS BERMAN SOBOL
SHAPIRO LLP
Reed Kathrein, Esq.
715 Hearst Avenue, Suite 202
Berkeley, CA 94710

**Counsel for Reserve
Defendants**

MORGAN, LEWIS &
BOCKIUS LLP
John Dellaportas, Esq.
101 Park Avenue
New York, NY 10178

**Counsel for TD Ameritrade
Defendants**

JENNER & BLOCK LLP
Christian Bartholomew, Esq.
1099 New York Avenue, NW
Washington, DC 20001

**Counsel for Independent
Trustees**

GOODWIN PROCTOR LLP
Mark Holland, Esq.
620 Eighth Avenue
New York, NY 10018

45. Any objections must set forth the basis for the objection and include: (i) name, (ii) address, (iii) telephone number, (iv) number of Reserve Yield Plus Fund shares owned as of September 16, 2008, and documentation thereof, including brokerage confirmation receipts or other competent documentary evidence, (v) a written statement of all grounds for the objection accompanied by any legal support for the objection, (vi) copies of any papers, briefs or other documents upon which the objection is based, (vii) a list of all persons who will be called to testify in support of the objection, (viii) a statement of whether the objector intends to appear at the Settlement Hearing, (ix) a list of other cases in which the objector or the objector's counsel has appeared either as a settlement objector or as counsel for objectors in the preceding five years, and (x) the objector's signature, even if represented by counsel. Persons who intend to object to the Settlement and/or to Lead Counsel's application for an award of attorneys' fees and Litigation Expenses, and desire to present evidence at the Settlement Hearing must include in

their written objections the identity of any witnesses they intend to call to testify, and exhibits they intend to introduce into evidence at the Settlement Hearing.

46. Any Class Member who does not object in the manner prescribed above shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the Settlement, the Order and Final Judgment to be entered approving the Settlement, or the attorneys' fees and reimbursement of Litigation Expenses requested.

47. You may not object to the Settlement or any aspect of it, if you excluded yourself from the Class.

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

49. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. If you decide to hire an attorney, which will be at your own expense, however, he or she must file a notice of appearance with the Court and serve it on Lead Counsel so that the notice is received on or before 21 days before Settlement Hearing.

50. The Settlement Hearing may be adjourned by the Court without further written notice to the Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

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 and shall be forever foreclosed from making any objection to the proposed Settlement or Lead Counsel's request for an award of attorneys' fees and reimbursement of expenses. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

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

51. If you purchased or otherwise acquired the shares described above for the beneficial interest of a person or organization other than yourself, you must either (i) send a copy of this Notice to the beneficial owner of such shares, postmarked no later than seven (7) days after you receive this Notice, or (ii) provide to The Reserve Yield Plus Fund Securities Class Action Litigation, c/o Crederian Fund Services LLC, 1400 N. Providence Road, Bldg. 2, Suite 5035, Media, PA 19063, the names and addresses of such persons no later than seven (7) days after you receive this Notice. If you choose the second option, Crederian will send a copy of the Notice to the beneficial owner. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing Crederian with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice may also be obtained by calling toll-free (800) 691-7562 and may be downloaded from Lead Counsel's website, www.hbsslaw.com. Lead Plaintiff proposes that notice of the proposed Settlement and distribution of the remaining assets of the Yield Plus Fund, including

the Net Settlement Fund, be made through record holders as of September 16, 2008, consistent with the Court's orders. Thus, if you purchased or otherwise acquired the shares for the beneficial interest of a person or organization other than yourself, you may be required to distribute monies to the beneficial owners.

52. This Notice contains only a summary of the terms of the proposed Settlement. A copy of this Notice is also available at <http://www.primary-yieldplus-liquidation.com>. Copies of other documents, including copies of the Stipulation, and the Complaint, are available on Lead Counsel's website at www.hbsslaw.com. All inquiries concerning this Notice should be directed to:

The Reserve Yield Plus Fund Securities Class Action Litigation
c/o CREDERIAN FUND SERVICES LLC
1400 N. Providence Road
Bldg. 2, Suite 5035
Media, PA 19063 (800) 691-7562

Claims Administrator

OR

HAGENS BERMAN SOBOL SHAPIRO LLP
Reed Kathrein, Esq.
715 Hearst Avenue, Suite 202
Berkeley, CA 94710
Telephone: (510) 725-3000
Reed@hbsslaw.com

Lead Counsel

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE CLERK OF
COURT REGARDING THIS NOTICE.**

Dated: November 23, 2015

By Order of the Clerk of Court
United States District Court
Southern District of New York