

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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:
: No. 15 Civ. 6369 (JFK)
In re Investment Technology Group, Inc. Securities Litigation :
: Consolidated
:
:-----X

**NOTICE OF (i) PENDENCY OF CLASS ACTION, CERTIFICATION OF CLASS,
AND PROPOSED SETTLEMENT; (ii) SETTLEMENT FAIRNESS HEARING;
AND (iii) MOTION FOR AN AWARD OF ATTORNEYS' FEES AND
REIMBURSEMENT OF LITIGATION EXPENSES**

IF YOU PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF INVESTMENT TECHNOLOGY GROUP, INC. BETWEEN FEBRUARY 28, 2011, AND AUGUST 3, 2015, INCLUSIVE, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT. YOUR RIGHTS MAY BE AFFECTED BY THIS CLASS ACTION SETTLEMENT.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Securities and Time Period: Investment Technology Group, Inc. ("ITG" or the "Company") common stock purchased or otherwise acquired between February 28, 2011, and August 3, 2015, inclusive (the "Class Period").

Settlement Fund: \$18,000,000.00 in cash. Your recovery will depend on the number of shares of common stock that you purchased or acquired, the price(s) at which those shares were purchased or acquired, the timing of your purchases or acquisitions, and any sales. If 100% of the common stock of ITG entitled to a distribution under the Plan of Allocation participates in the Settlement,¹ the estimated average distribution per share of ITG common stock will be \$0.92 before deduction of Court-approved fees and expenses and other awards. Historically, actual claim rates are substantially lower than 100%, resulting in higher per-share distributions.

The Lawsuit: The Settlement resolves class action litigation regarding whether ITG and certain former executives made materially false or misleading statements or omitted material facts from their public statements. The Court appointed Metzler Asset Management GmbH ("Metzler") as the "Lead Plaintiff" to represent all Class Members and Motley Rice LLC ("Motley Rice") to serve as "Lead Counsel."

Attorneys' Fees and Expenses: Lead Counsel litigated this case on a contingent basis. It has advanced the expenses of litigation with the expectation that if it were successful in recovering money for the Class, it would receive fees and be reimbursed for its expenses from the Settlement Fund. This is customary in this type of litigation. Lead Counsel will apply to the Court for attorneys' fees not to exceed 25% of the \$18,000,000 Settlement Fund and reimbursement of out-of-pocket expenses not to exceed \$275,000 (exclusive of ongoing costs from the administration of the Settlement) plus interest on all fees and expenses, all to be paid from the Settlement Fund. Lead Counsel's fee and expense application may also include a request for an award to Lead Plaintiff for reimbursement of its reasonable costs and expenses, including lost wages, directly related to its representation of the Class in an amount not to exceed \$2,000. If the above amounts are requested and approved by the Court, the average cost per share of common stock for fees, expenses, and other awards will be approximately \$0.24.

Deadlines:

Submit Claim: April 4, 2019
Request Exclusion: January 31, 2019
File Objection: January 31, 2019
**Court Hearing on
Fairness of Settlement:** February 21, 2019

For More Information:

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¹ Capitalized terms not defined in this Notice have the same meanings as set forth in the Amended Stipulation and Agreement of Settlement ("Stipulation") dated October 26, 2018.

Your legal rights are affected whether you act or do not act.
Please read this Notice carefully.

Statement of Recovery

Lead Plaintiff's damages consultant estimates that during the Class Period approximately 19,554,829 shares of ITG common stock were purchased and allegedly damaged. This expert estimates that the average recovery per share of ITG common stock under the Settlement will be approximately \$0.92 per share before the deduction of attorneys' fees, costs, and expenses, as approved by the Court. The actual recovery per share will depend on: (1) the number of claims filed; (2) when Class Members purchased or otherwise acquired their shares and at what price; (3) whether and when Class Members sold their shares; (4) administrative costs, including the costs of providing notice to the Class; and (5) the amount awarded by the Court for attorneys' fees, costs, and expenses. Distributions to Class Members will be made based on the Plan of Allocation set forth in this Notice. See the Plan of Allocation on pages 5-7.

The Circumstances of the Settlement

The principal reason Lead Plaintiff has agreed to the Settlement is to provide a benefit to the Class Members now. This benefit must be compared to the risk that no recovery might be achieved after contested motions, a contested trial, and likely appeals, possibly years into the future. Although Lead Counsel was prepared to continue to litigate the Action through to trial, and was confident in its ability to present a case, it also recognized that continued litigation and trial are risky propositions and that Lead Plaintiff and the Class might not have prevailed. The claims advanced by the Class involve numerous complex legal and factual issues, requiring extensive expert testimony, which would add considerably to the expenses and duration of the litigation. Lead Counsel also recognized that there are substantial obstacles that Lead Plaintiff and the Class would have had to overcome to prevail on their liability claims. For example, Lead Plaintiff faced the possibility that all of its claims could have been resolved against it following a ruling on a motion for summary judgment, where Lead Plaintiff and the Class would have faced significant defenses that would have increased the risks of litigation.

The Parties vigorously disagreed on many issues that could affect the outcome of the litigation and on the average amount of damages per share that would be recoverable if Lead Plaintiff were to prevail at trial on each claim. The issues include: (1) the amount by which ITG common stock was allegedly artificially inflated (if at all) by Defendants' alleged misstatements; (2) the extent to which the various statements made by Defendants, which Lead Plaintiff alleged were materially false or misleading, influenced (if at all) the trading prices of ITG common stock; (3) whether the statements made or facts allegedly omitted were untrue, misleading, material, or otherwise actionable under the federal securities laws; (4) whether any of the Defendants made any statement with an intent to mislead investors; (5) the appropriate economic models for determining the amounts by which ITG common stock was allegedly artificially inflated (if at all); and (6) and the extent to which external factors, such as general market, economic and industry conditions, or unusual levels of volatility, influenced the trading prices of ITG common stock.

Despite these risks, this Settlement enables the Class to recover a substantial amount now. As a result, Lead Plaintiff and its counsel believe this Settlement is fair, reasonable, and adequate.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to receive a payment.
EXCLUDE YOURSELF	Receive no payment. This is the only option that allows you to participate in another lawsuit against the Defendants or the Defendant Released Parties concerning the legal claims being released in this case.
OBJECT	You may write to the Court if you do not like this Settlement, the Plan of Allocation, or the request for attorneys' fees and expenses.
GO TO A HEARING	You may ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Receive no payment, but be bound by the Judgment in this case and forever barred from suing Defendants and the Defendant Released Parties based on the transactions at issue.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

The Court in charge of this case must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and, if there are any appeals, after they are resolved. Please be patient.

	PAGE
BASIC INFORMATION	3
1. Why did I receive this notice package?	3
2. What is this lawsuit about?.....	3
3. Why is this case a class action?	4
4. Why is there a settlement?.....	4
WHO IS IN THE SETTLEMENT.....	4
5. How do I know whether I am part of the Settlement?.....	4
6. What are the exceptions to being included?	4
7. I am still not sure whether I am included.....	4
THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE.....	4
8. What does the Settlement provide?	4
PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS	5
9. How much will my payment be?.....	5
10. The basis for the calculation of your Recognized Claim	5
HOW YOU RECEIVE A PAYMENT – SUBMITTING A CLAIM FORM	8
11. How will I receive a payment?.....	8
12. When will I receive a payment?	8
13. What am I giving up by staying in the Class?.....	8
EXCLUDING YOURSELF FROM THE SETTLEMENT	9
14. How do I exclude myself from the Settlement?	9
15. If I do not exclude myself, can I sue the Defendants for the same thing later?	9
16. If I exclude myself, can I receive a payment from this Settlement?.....	9
THE LAWYERS REPRESENTING YOU	9
17. Do I have a lawyer in this case?	9
18. How will the lawyers be paid?	10
OBJECTING TO THE SETTLEMENT	10
19. How do I tell the Court that I do not like the Settlement?	10
20. What is the difference between objecting to the Settlement and excluding myself from the Class?	11
THE COURT’S FAIRNESS HEARING.....	11
21. When and where will the Court decide whether to approve the Settlement?	11
22. Do I have to come to the hearing?	11
23. May I speak at the hearing?.....	11
IF YOU DO NOTHING.....	11
24. What happens if I do nothing at all?	11
OBTAINING MORE INFORMATION	11
25. Are there more details about the Settlement?.....	11

BASIC INFORMATION

1. Why did I receive this notice package?

You or someone in your family may have purchased or otherwise acquired shares of ITG common stock between February 28, 2011 and August 3, 2015, inclusive.

If this description applies to you, you have a right to know about a proposed settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement and Plan of Allocation. If the Court approves them, and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

This notice explains the lawsuit, the Settlement, the Plan of Allocation, your legal rights, what benefits are available, who is eligible for them, and how to receive them.

2. What is this lawsuit about?

On August 5, 2015, a class action lawsuit was filed on behalf of the Class against ITG, Robert C. Gasser, and Steven Vigliotti for allegedly violating §§ 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder. On October 15, 2015, the Court appointed Metzler as Lead Plaintiff and Motley Rice as Lead Counsel pursuant to the Private Securities Litigation Reform Act of 1995 (the “PSLRA”). Thereafter, on December 14, 2015, Lead Plaintiff filed its Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws against ITG, Gasser, Vigliotti, and Mats Goebels (“CAC”). The CAC alleged that, during the Class Period, these defendants failed to disclose a proprietary trading pilot project at ITG, called “Project Omega,” that was operating in connection with ITG’s alternative trading system, called POSIT. According to the CAC, ITG told shareholders and clients that their trades in POSIT were confidential and anonymous, and highlighted ITG’s reputation for independence, integrity, and POSIT’s confidentiality while not disclosing that Project Omega had accessed confidential customer data. Lead Plaintiff further alleged that, when ITG finally disclosed Project Omega, it was only in connection with a settlement and Consent

Order with the U.S. Securities & Exchange Commission (“SEC”), under which the Company agreed to pay a \$20 million fine, and that the price of ITG common stock declined following the announcement of that settlement, allegedly damaging the Class.

The defendants named in the CAC deny Lead Plaintiff’s allegations and, on February 16, 2016, they moved to dismiss the CAC. On April 26, 2017, the Court granted the motions to dismiss in part (dismissing the claims against Vigliotti and Goebels) and denied them in part (ruling that the claims against ITG and Gasser could proceed as to certain of the alleged misstatements).

On June 12, 2017, Lead Plaintiff filed a Motion for Leave to File a Second Amended Class Action Complaint seeking to reinstitute claims against Vigliotti and Goebels (the “Motion to Amend”). On March 23, 2018, the Court denied Lead Plaintiff’s Motion to Amend.

While the Motion to Amend was pending before the Court, the Parties agreed to engage in settlement discussions with the assistance of a mediator. On October 6, 2017, the Parties participated in a full-day mediation session before David Geronemus, an experienced and respected expert in dispute resolution. The Parties were unable to reach a settlement on that day, but continued settlement discussions, assisted by Mr. Geronemus. The Parties ultimately reached an agreement in principle to settle the Action for \$18,000,000 and, on April 19, 2018, executed the Term Sheet memorializing the Parties’ agreement.

3. Why is this case a class action?

In a class action, one or more people called class representatives sue on behalf of people who have similar claims. All of these people who have similar claims are referred to collectively as a “Class” or individually as “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Settlement. The Honorable John F. Keenan of the United States District Court for the Southern District of New York is the judge overseeing this class action. The case is known as *In re Investment Technology Group, Inc. Securities Litigation*, Civil Action No. 15 Civ. 6369 (JFK) (S.D.N.Y.) (the “Action”).

4. Why is there a settlement?

The Court has not yet entered final judgment in favor of Lead Plaintiff or Defendants. Instead, with the assistance of a mediator, the Parties agreed to a settlement of all pending claims in the Action. The Settlement will end all the claims against Defendants in the Action and will avoid the uncertainties and costs of further litigation and any future trial. Affected investors will be eligible to receive compensation immediately, rather than after the time it would take to resolve future motions, conduct discovery, have a trial, and exhaust all appeals. Lead Plaintiff and its counsel think the Settlement is in the best interests of the Class.

WHO IS IN THE SETTLEMENT

To see whether you will receive money from this Settlement, you first have to determine whether you are a Class Member.

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

The Class includes all persons and entities who purchased or otherwise acquired the common stock of Investment Technology Group, Inc. during the period from February 28, 2011 through and including August 3, 2015 (the “Class Period”), and who were damaged thereby.

6. What are the exceptions to being included?

The following persons and entities are excluded from the Class: Defendants, Vigliotti, and Goebels; ITG’s affiliates and subsidiaries; the officers and directors of ITG and its affiliates and subsidiaries at all relevant times; members of the immediate family of any excluded person; heirs, successors, and assigns of any excluded person or entity; and any entity in which any excluded person has or had a controlling interest.

If you own shares of a mutual fund that purchased shares of ITG common stock during the Class Period, that alone does not make you a Class Member.

7. I am still not sure whether I am included.

If you are still not sure whether you are included, you can ask for free help. For more information, you can contact the Claims Administrator, GCG, by phone at (888) 312-0818, by e-mail to Info@ITGSecuritiesSettlement.com, by visiting the website at www.ITGSecuritiesSettlement.com, or you can fill out and return the claim form described in Question 11, to see if you qualify. Do not contact Defendants or their counsel.

THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE

8. What does the Settlement provide?

Defendants have agreed to pay \$18,000,000 in cash into the Settlement Fund. The balance of this fund, after payment of court-approved attorneys’ fees and expenses, taxes, and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing notice (the “Net Settlement Fund”), will be divided among all Class Members who submit valid claim forms.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

9. How much will my payment be?

If you are entitled to a payment, your share of the Net Settlement Fund will depend on the number of valid claim forms that Class Members submit, how many shares of ITG common stock you purchased and at what price(s), and when you bought and sold your ITG shares. By following the Plan of Allocation described below, you can calculate your "Recognized Claim." The Claims Administrator will distribute the Net Settlement Fund according to the Plan of Allocation after the deadline for submission of Claim and Release forms has passed.

The Claims Administrator will determine each Class Member's *pro rata* share of the Net Settlement Fund based upon each Class Member's valid "Recognized Claim." The Recognized Claim formula is not intended to be an estimate of the amount that a Class Member might have been able to recover after a trial; it also is not an estimate of the amount that will be paid to Class Members pursuant to the Settlement. The Recognized Claim formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Class Members with valid claims.

10. The basis for the calculation of your Recognized Claim

The Net Settlement Fund will be distributed to Class Members who submit valid, timely claim forms ("Authorized Claimants") under the following Plan of Allocation proposed by Lead Plaintiff and Lead Counsel.

PLAN OF ALLOCATION

1. The objective of the Plan of Allocation set forth below is to equitably distribute Settlement proceeds to those Authorized Claimants who suffered economic losses as a proximate result of the alleged wrongdoing. The Plan of Allocation measures the amount of loss that Authorized Claimants can claim for purposes of making *pro rata* allocations of the Settlement proceeds. To design this Plan, Lead Counsel has conferred with their damages expert. However, the Plan of Allocation is not a formal damages analysis. The calculations made pursuant to the Plan of Allocation are not estimates of the amounts that Authorized Claimants might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The calculations made pursuant to the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Settlement proceeds. If, as expected, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Claim (see paragraph 7 below) of each Authorized Claimant, then each Authorized Claimant will be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Claim bears to the total of the Recognized Claims of all Authorized Claimants – thus, the Class Member's *pro rata* share of the Net Settlement Fund. Receipt of these monies by each Authorized Claimant will be deemed full and complete payment from the Settlement of his/her/its Recognized Claim.

2. For losses to be compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the investor's loss, and inflation paid at the time of purchase must exceed the inflation at time of sale. In this case, Lead Plaintiff alleged that Defendants made false statements and omitted material facts during the period between February 28, 2011, through and including August 3, 2015, which had the effect of artificially inflating the price of ITG common stock. Lead Plaintiff alleged that artificial inflation was removed from ITG common stock on July 30, 2015, August 3, 2015, and August 4, 2015, in reaction to information disclosed on July 29, 2015 (after market hours), and August 3, 2015 (before and after market hours).

3. In order to have a "Recognized Loss Amount" under the Plan of Allocation, the shares of ITG common stock must have been purchased and/or acquired during the Class Period and held through at least one of the alleged disclosures that resulted in a statistically significant change in market price.

4. A payment to any Class Member that would amount to less than \$10.00 in total will not be included in the calculation of the Net Settlement Fund, and no payment to these Class Members will be distributed.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

5. A Recognized Loss Amount will be calculated by the Claims Administrator as set forth below for each purchase or other acquisition of ITG common stock from February 28, 2011, through and including August 3, 2015, that is listed in the Claim Form and for which adequate documentation is provided. To the extent that a calculation of a Recognized Loss Amount results in a negative number, that number shall be set to zero.

6. For each share of ITG common stock purchased or otherwise acquired from February 28, 2011 through and including August 3, 2015, and:

- a. Sold before the opening of trading on July 30, 2015, the Recognized Loss Amount for each such share shall be zero.
- b. Sold from the opening of trading on July 30, 2015 through and including the close of trading on August 3, 2015, the Recognized Loss Amount for each such share shall be **the lesser of:**
 - i. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in Table 1 below *minus* the dollar artificial inflation applicable to each such share on the date of sale as set forth in Table 1 below; **or**

- ii. the actual purchase/acquisition price minus the actual sale price.
- c. Sold after the close of trading on August 3, 2015 and before the close of trading on October 30, 2015, the Recognized Loss Amount for each such share shall be **the least of**:
 - i. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in Table 1 below; **or**
 - ii. the actual purchase/acquisition price of each such share minus the average closing price from August 4, 2015, up to the date of sale as set forth in Table 2 below; **or**
 - iii. the actual purchase/acquisition price minus the actual sale price.
- d. Held as of the close of trading on October 30, 2015, the Recognized Loss Amount for each such share shall be **the lesser of**:
 - i. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in Table 1 below; **or**
 - ii. the actual purchase/acquisition price of each such share minus \$15.11.²

ADDITIONAL PROVISIONS

7. The sum of a Claimant's Recognized Loss Amounts will be a Claimant's "Recognized Claim."

8. **FIFO Matching:** If a Claimant has more than one purchase/acquisition or sale of ITG common stock during the Class Period, all purchases/acquisitions and sales shall be matched on a First In, First Out ("FIFO") basis. Sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

9. **Purchase/Acquisition/Sale Dates and Prices:** Purchases or acquisitions and sales of ITG common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. All purchase or acquisition and sale prices shall exclude any fees, taxes, and commissions. The receipt or grant by gift, inheritance or operation of law of ITG common stock during the Class Period shall not be deemed a purchase, acquisition, or sale for the calculation of a Claimant's Recognized Loss Amount pursuant to the calculations set forth above, and such receipt or grant shall not be deemed an assignment of any claim relating to the purchase/acquisition or sale of such ITG common stock, unless (i) the donor or decedent purchased or otherwise acquired such shares during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares.

10. **Short Sales:** In accordance with the Plan of Allocation, the Recognized Loss Amount on short sales, including purchases covering short sales, during the Class Period is zero. In the event that a Claimant has an opening short position in ITG common stock, the earliest Class Period purchases or acquisitions shall be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered. The date of covering a short sale is deemed to be the date of purchase or acquisition of the stock. The date of a short sale is deemed to be the date of sale of the respective ITG common stock.

11. **Eligible Securities:** ITG common stock is the only security eligible for recovery under the Plan of Allocation. With respect to ITG common stock purchased or sold through the exercise of an option, the purchase/sale date of the ITG common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

12. No Person shall have any claim against Lead Plaintiff, Lead Counsel, the Claims Administrator or any other agent designated by Lead Counsel, or the Defendant Released Parties and/or their respective counsel, arising from payments made substantially in accordance with the Plan of Allocation or any order of the Court. Lead Plaintiff and Defendants, and their respective counsel, and all other Defendant Released Parties and their counsel shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

13. The Plan of Allocation set forth herein is the plan that is being proposed by Lead Plaintiff and Lead Counsel to the Court for approval. The Court may approve this Plan of Allocation as proposed or it may modify the Plan without further notice to the Class. Any orders regarding a modification of the Plan of Allocation will be posted to the website for this Settlement, www.ITGSecuritiesSettlement.com.

² Pursuant to Section 21(D)(e)(1) of the PSLRA, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day look-back period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the PSLRA, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of ITG common stock from August 4, 2015 (the first day of the 90-day look-back period) through October 30, 2015 (the last trading day of that period). The mean (average) closing price for ITG common stock during the look-back period was \$15.11.

TABLE 1
Estimated Artificial Inflation in ITG Common Stock
from February 28, 2011 through and including August 3, 2015

Date Range	Inflation Per Share
February 28, 2011 – July 29, 2015	\$5.74
July 30, 2015 – August 2, 2015	\$1.99
August 3, 2015	\$1.12

TABLE 2
90-Day Lookback Table for ITG Common Stock

Date	Closing Price	Average Closing Price Between August 4, 2015 and Date Shown		Date	Closing Price	Average Closing Price Between August 4, 2015 and Date Shown
8/4/2015	\$18.48	\$18.48		9/18/2015	\$13.52	\$15.71
8/5/2015	\$17.15	\$17.82		9/21/2015	\$13.19	\$15.64
8/6/2015	\$17.85	\$17.83		9/22/2015	\$13.73	\$15.58
8/7/2015	\$16.96	\$17.61		9/23/2015	\$13.62	\$15.53
8/10/2015	\$17.74	\$17.64		9/24/2015	\$13.81	\$15.48
8/11/2015	\$17.49	\$17.61		9/25/2015	\$13.83	\$15.44
8/12/2015	\$16.81	\$17.50		9/28/2015	\$13.12	\$15.38
8/13/2015	\$16.39	\$17.36		9/29/2015	\$12.98	\$15.32
8/14/2015	\$16.63	\$17.28		9/30/2015	\$13.34	\$15.27
8/17/2015	\$16.60	\$17.21		10/1/2015	\$13.25	\$15.22
8/18/2015	\$17.51	\$17.24		10/2/2015	\$13.17	\$15.17
8/19/2015	\$16.15	\$17.15		10/5/2015	\$14.13	\$15.15
8/20/2015	\$15.73	\$17.04		10/6/2015	\$13.98	\$15.12
8/21/2015	\$16.02	\$16.97		10/7/2015	\$14.19	\$15.10
8/24/2015	\$15.75	\$16.88		10/8/2015	\$14.49	\$15.09
8/25/2015	\$15.62	\$16.81		10/9/2015	\$13.97	\$15.07
8/26/2015	\$15.90	\$16.75		10/12/2015	\$13.78	\$15.04
8/27/2015	\$16.19	\$16.72		10/13/2015	\$14.06	\$15.02
8/28/2015	\$16.20	\$16.69		10/14/2015	\$13.96	\$15.00
8/31/2015	\$16.42	\$16.68		10/15/2015	\$14.58	\$14.99
9/1/2015	\$15.81	\$16.64		10/16/2015	\$15.49	\$15.00
9/2/2015	\$15.65	\$16.59		10/19/2015	\$15.21	\$15.01
9/3/2015	\$15.69	\$16.55		10/20/2015	\$15.59	\$15.02
9/4/2015	\$15.41	\$16.51		10/21/2015	\$15.24	\$15.02
9/8/2015	\$15.42	\$16.46		10/22/2015	\$15.67	\$15.03
9/9/2015	\$14.21	\$16.38		10/23/2015	\$15.97	\$15.05
9/10/2015	\$13.50	\$16.27		10/26/2015	\$15.71	\$15.06
9/11/2015	\$13.14	\$16.16		10/27/2015	\$15.37	\$15.06
9/14/2015	\$12.71	\$16.04		10/28/2015	\$16.29	\$15.08
9/15/2015	\$12.72	\$15.93		10/29/2015	\$15.59	\$15.09
9/16/2015	\$13.50	\$15.85		10/30/2015	\$16.01	\$15.11
9/17/2015	\$13.53	\$15.78				

HOW YOU RECEIVE A PAYMENT – SUBMITTING A CLAIM FORM

11. How will I receive a payment?

To qualify for payment, you must be an eligible Class Member and you must submit a Claim and Release form. This form is enclosed with this Notice. Read the instructions carefully, fill out the form, include all the documents the form requests, sign it, and mail it in an envelope postmarked no later than April 4, 2019. Retain a copy of everything you mail, in case the materials are lost or destroyed during shipping.

12. When will I receive a payment?

The Court will hold a hearing on February 21, 2019, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. The outcome of any appeal, if it is filed, is always uncertain, and resolving appeals can take time, potentially several years. In addition, the Claims Administrator must process all of the Claim and Release forms. The processing is complicated and will take many months. Please be patient.

13. What am I giving up by staying in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants or the Defendant Released Parties (defined below) concerning or relating to the claims being released in this Settlement. It also means that all of the Court's orders in this case will apply to you and legally bind you and you will release your claims in this case against the Defendants and the other Defendant Released Parties.

Pursuant to the proposed Settlement, and on the Effective Date, Lead Plaintiff and other members of the Class who do not exclude themselves will release and forever discharge, and will forever be enjoined from prosecuting, the Settled Claims (defined below) against the Defendant Released Parties.

"Defendants" are Investment Technology Group, Inc. and Robert C. Gasser, both of whom will be released from all Settled Claims. The proposed Settlement will release all Settled Claims against each Defendant and the other Defendant Released Parties.

"Defendant Released Parties" means any and all defendants named in any of the complaints filed in the Action and any and all of their related parties, including, without limitation, any and all of their past or present parents, subsidiaries, affiliates, predecessors, or successors, as well as any and all of its or their current or former officers, directors, employees, associates, members of their immediate families, agents or other persons acting on their behalf, underwriters, insurers, reinsurers, attorneys, advisors, financial advisors, publicists, independent certified public accountants, auditors, accountants, assigns, creditors, administrators, heirs, estates, or legal representatives.

"Settled Claims" means any and all manner of claims, actions, causes of action, potential actions, suits, controversies, costs, damages, losses, obligations, liabilities, judgments, and demands whatsoever, known or unknown, suspected or unsuspected, accrued or unaccrued, whether class, individual, or otherwise, arising under the laws, regulations, or common law of the United States of America, any state or political subdivision thereof, or any foreign country or jurisdiction, in law, in contract, or in equity, and regardless of legal theory, and including claims for indemnification, contribution, or otherwise denominated, that Lead Plaintiff or any other member of the Class: (i) asserted in any complaint filed in the Action or (ii) could have asserted in any forum that arise out of or are based upon, in whole or in part, directly or indirectly, any allegations, transactions, facts, matters, occurrences, representations, actions, omissions, failures to act, statements, or disclosures involved, set forth, or referred to in any complaint filed in the Action and that relate in any way to the purchase, sale, or holding of ITG common stock during the Class Period. Notwithstanding the foregoing, excluded from the definition of "Settled Claims" are: (1) claims to enforce the Settlement; (2) the derivative claims asserted on behalf of ITG in the action styled *Watterson v. Gasser, et al*, Index No. 653933/2105 (Sup. Ct. N.Y. Cty.); provided, however, that any individual claim of any plaintiff in such action as a Class Member will not be excluded from the definition of "Settled Claims" (Defendants represent that, to the best of their knowledge, the action expressly referenced above is the only derivative action currently pending against former and/or current officers and directors of ITG relating to their service on behalf of ITG); and (3) claims that solely arise out of or are premised upon (a) the "potential resolution" (or any subsequent actual resolution) of the SEC investigation disclosed in the Company's August 8, 2018 Form 10-Q regarding "the operational features of the U.S. POSIT alternative trading system and access to U.S. POSIT data, together with certain related disclosures" (the "2018 POSIT Settlement"), or (b) the alleged conduct giving rise to the alleged securities law violations resolved in the 2018 POSIT Settlement, including the conduct expressly identified by ITG in the first full paragraph of page 25 of the Company's August 8, 2018 Form 10-Q.

"Unknown Claims" means (i) any and all Settled Claims which Lead Plaintiff or any other Class Member, or each of their agents or attorneys, or their current or former officers, directors or employees, does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and (ii) any Settled Defendants' Claims which any Defendant or each of their agents or attorneys, or their current or former officers, directors or employees, does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which in the case of both (i) and (ii) if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement, including, without limitation, his, her or its decision not to object to this Settlement, or not to exclude himself, herself or itself from the Class. With respect to any and all Settled Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the other Class Members and each of the other Released Parties shall be deemed to have waived, and by operation of the Judgment, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil 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.

Lead Plaintiff and Class Members acknowledge, and shall be deemed by operation of law to have acknowledged, that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Settlement, but that it is their intention to release and settle fully, finally, and forever any and all of the Settled Claims, subject to the terms and conditions provided herein, and in furtherance of such intention, the Releases shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. Lead Plaintiff and Defendants acknowledge, and each of the other Class Members and each of the other Released Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

If the proposed Settlement is approved by the Court and becomes final, all Settled Claims will be dismissed on the merits and with prejudice as to all Class Members who do not exclude themselves from the Class.

If the Settlement becomes final, all Defendants will release all Settled Defendants' Claims against Lead Plaintiff, Class Members, and their counsel.

"Settled Defendants' Claims" means any and all claims, including Unknown Claims, that Defendants asserted, or could have asserted, against the Plaintiff Released Parties that arise out of or relate in any way to the institution, prosecution, or settlement of the Action, except for claims relating to the enforcement of the Settlement. Notwithstanding any other provision to the contrary herein, Settled Defendants' Claims shall not include any claims by the Defendant Released Parties against any Insurer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, and you want to keep the right to sue or continue to sue the Defendants or the Defendant Released Parties on your own about the same claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. This is referred to as "opting out" of the Class.

14. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from *In re Investment Technology Group, Inc. Securities Litigation*, Civil Action No. 15 Civ. 6369 (JFK) (S.D.N.Y.). You must include your name, address, daytime telephone number, e-mail address, your signature, and proof of the number of shares of ITG common stock purchased or otherwise acquired during the Class Period, the number sold, if any, the dates of such purchases and sales, and the price paid or received per share for each such purchase, acquisition, or sale.

Your Request for Exclusion must be sent to:

ITG Securities Settlement
EXCLUSIONS
c/o GCG
P.O. Box 10602
Dublin, OH 43017-9202

Please keep a copy of everything you send by mail, in case it is lost or destroyed during shipping.

Your Request for Exclusion must be **received** no later than January 31, 2019. You cannot exclude yourself by phone, facsimile, or e-mail. If you ask to be excluded, you are not eligible to receive any Settlement payment, and you cannot object to the Settlement. By excluding yourself, you will not be legally bound by anything that happens in this lawsuit and you may be able to pursue the claims that are being released in this Settlement, subject to any defenses.

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

No. Unless you exclude yourself, you give up any right to sue the Defendants or the Defendant Released Parties for the claims being released by this Settlement. If you have a pending lawsuit relating to the claims being released in this case against any of the Defendants, speak to your lawyer in that case immediately and give him/her this packet. Remember, the exclusion deadline is January 31, 2019.

16. If I exclude myself, can I receive a payment from this Settlement?

No. If you exclude yourself, you cannot send in a Claim and Release form. But you may sue, continue to sue, or be part of a different lawsuit asserting the claims being released in this Settlement against the Defendants or the other Defendant Released Parties.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court appointed Motley Rice to represent you and the other Class Members as Lead Counsel. You will not be individually charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Lead Counsel will apply to the Court for attorneys' fees not to exceed 25% of the \$18,000,000 Settlement Fund and for reimbursement of Lead Counsel's out-of-pocket expenses up to \$275,000 (exclusive of costs for notice and administration of the Settlement), which they paid or are payable in this litigation, plus interest on these two amounts at the same rate as earned by the Settlement Fund. As noted earlier, Lead Counsel's fee and expense application also may include a request for an award to Lead Plaintiff for reimbursement of its reasonable costs and expenses, including lost wages, directly related to their representation of the Class in an amount not to exceed \$2,000. The amounts approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any fees or expenses of Lead Counsel.

In this type of litigation, it is customary for plaintiff's counsel to be awarded a percentage of the common fund recovered as attorneys' fees. The attorneys' fees and expenses requested will be the only payment to Lead Counsel for its efforts in achieving this Settlement and for its risk in undertaking this representation on a wholly contingent basis. To date, these counsel have not been paid for their services of conducting this litigation on behalf of the Class or for their substantial out-of-pocket expenses. The fee requested will compensate Lead Counsel for their work in litigating the case and reaching the Settlement. The request is within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court, however, may award less than this amount.

If the above amounts for fees and expenses are requested and approved by the Court, the average cost per share of common stock for fees, expenses, and other awards will be approximately \$0.24.

OBJECTING TO THE SETTLEMENT

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

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

If you are a Class Member, you can object to the Settlement if you do not like any part of it. To object, you must state in writing that you object to the Settlement, Plan of Allocation, or fee and expense application in *In re Investment Technology Group, Inc. Securities Litigation*, Civil Action No. 15 Civ. 6369 (JFK) (S.D.N.Y.). You also must provide certain other information in connection with any objection: (a) your name, mailing address, daytime telephone number, and e-mail address; (b) the reason(s), if any, for the objection, including any legal support and/or evidence, including witnesses, that you wish to bring to the Court's attention or introduce in support of such objection; (c) the number of shares of ITG common stock you owned as of the beginning of trading on February 28, 2011 (the first day of the Class Period); (d) the date(s), price(s), and number(s) of shares of all purchases, acquisitions and sales of ITG common stock you made during the Class Period; and (e) appropriate documentation of such purchases, acquisitions, and sales.

In order to be considered, an objection also must be signed by the Class Member making the objection. You cannot object by phone, facsimile, or e-mail.

The Parties may take discovery of any Class Member who submits an objection on issues related to the Settlement.

Any objection to the Settlement must be mailed or delivered such that it is received by each of the following parties no later than January 31, 2019:

Court:

Clerk of the Court
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street
New York, New York 10007

Lead Counsel:

Gregg S. Levin
Lance V. Oliver
MOTLEY RICE LLC
28 Bridgeside Boulevard
Mount Pleasant, South Carolina 29464

William H. Narwold
MOTLEY RICE LLC
One Corporate Center
20 Church Street, 17th Floor
Hartford, Connecticut 06103

Defendants' Counsel's Representatives:

Warren R. Stern
Charles P. Griffin
WACHTELL, LIPTON, ROSEN & KATZ
51 West 52nd Street
New York, New York 10019

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

Objecting is simply telling the Court that you do not like something about the Settlement, the Plan of Allocation, or the application for attorneys' fees and expenses. You can object **only if** you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a hearing on February 21, 2019, at the United States District Court for the Southern District of New York, 500 Pearl Street, Courtroom 20C, New York, NY 10007. At this hearing the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate and should be approved. Additionally, the Court also will consider Lead Counsel's application for attorneys' fees and reimbursement of expenses. The Court may change the date and time of the hearing without further notice. Class Members are advised to check the settlement website (www.ITGSecuritiesSettlement.com) or PACER (www.pacer.gov), as described below, to confirm that the date of the hearing has not been changed. If there are objections, the Court will consider them. The Court will listen to people who have requested in writing by January 31, 2019 to speak at the hearing.

22. Do I have to come to the hearing?

No. Lead Counsel will answer any questions the Court may have. You are welcome, however, to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection is received on time, the Court will consider it. You may also pay your own lawyer to attend, but this is not required.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the hearing. To do so, you must send a letter stating your intention to appear in *In re Investment Technology Group, Inc. Securities Litigation*, Civil Action No. 15 Civ. 6369 (JFK) (S.D.N.Y.). Be sure to include your name, address, telephone number, your signature, the number of shares of ITG common stock you purchased or otherwise acquired during the Class Period, the number of shares you sold, and the dates of the purchases/acquisitions and sales. Your notice of intention to appear must be received no later than January 31, 2019, and be sent to the Clerk of the Court, Lead Counsel, and Defendants' Counsel's Representatives, at the addresses listed in Question 19. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will receive no money from this Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or the other Defendant Released Parties about the same claims being released in this Settlement.

OBTAINING MORE INFORMATION

25. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Amended Stipulation and Agreement of Settlement ("Stipulation") dated October 26, 2018. You can view and print the Stipulation at www.ITGSecuritiesSettlement.com, or obtain a copy of the Stipulation or more information about the Settlement by contacting the Claims Administrator by phone at (888) 312-0818 or by e-mail to Info@ITGSecuritiesSettlement.com. You also can obtain a copy of the Stipulation by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at www.pacer.gov or <https://ecf.nysd.uscourts.gov>, or by visiting the Clerk of Court's Office at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007, during regular business hours.

PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

SPECIAL NOTICE TO NOMINEES

If you purchased ITG common stock during the Class Period for the beneficial interest of a person or organization other than yourself, the Court has directed that you must either: (1) within ten (10) days after you receive this Notice, request from GCG sufficient copies of the Notice and Claim Form to forward to all such beneficial owners and, within ten (10) days of receipt of the copies of the Notice and Claim Form, send a copy of this Notice and Claim Form by first class mail to all such persons or entities, or (2) within ten (10) days after you receive this Notice, provide a list of the names and addresses of such persons or entities (preferably in electronic format (e.g., Excel, csv)) to the Claims Administrator by e-mail to Info@ITGSecuritiesSettlement.com or by mail to the following address:

ITG Securities Settlement
c/o GCG
P.O. Box 10602
Dublin, OH 43017-9202

If you choose to mail the Notice and Claim Form yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing. If you choose the second option, GCG will send a copy of the Notice and Claim Form to the persons and/or entities whose names and address you supply.

In either case, you may obtain reimbursement for reasonable administrative costs actually incurred in connection with forwarding the Notice that would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: December 5, 2018

**BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**