

PAGA SETTLEMENT AGREEMENT

Subject to court approval, this PAGA Settlement Agreement (“Agreement”) is made by and between Desiree Berry (“Plaintiff”), individually and on behalf of the State of California and others similarly situated (collectively, “Plaintiffs”), and Defendant TD Ameritrade, Inc. (hereinafter, “TD Ameritrade” or “Defendant”). The Agreement refers to Plaintiffs and TD Ameritrade collectively as “Parties” or as a “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against TD Ameritrade captioned *Desiree Berry et al. v. TD Ameritrade, Inc. et al.*; Case No. 37-2022-00004165-CU-OE-CTL, pending in San Diego Superior Court County Superior Court, and further includes the following administrative complaints, Superior Court complaints, and complaint/demand filed with the American Arbitration Association. On or about November 4, 2021, Plaintiffs filed a complaint with the California Labor Workforce Division Agency (“LWDA”), and filed an amended complaint with the California LWDA on March 15, 2024. On or about February 1, 2022, Plaintiffs initiated a lawsuit in Superior Court for the State of California, for the County of San Diego, Case No., 37-2022-00004165-CU-OE-CTL, styled as *Desiree Berry, individually and on behalf of other employees v. TD Ameritrade, Inc.*, and filed a First Amended Representative Action Complaint on March 15, 2024. On or about February 28, 2023, Plaintiff filed a demand with the American Arbitration Association, Case Number 01-23-0000-8490. Collectively, these complaints filed with the LWDA, the San Diego Superior Court, and the American Arbitration Association are referred to as the “Action.”

1.2. “Address Search” means the Administrator’s search for PAGA Members’ mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

1.3. “Administrator” means Rust Consulting, Inc.

1.4. “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator’s bid to be submitted to the Court. The Administration Costs shall not exceed \$10,000, except for a showing of good cause and as approved by the Court.

1.5. “Attorneys’ Fees” mean the amounts allocated to Plaintiffs’ Counsel for reimbursement of reasonable attorneys’ fees in connection with this Settlement in an amount not to exceed 33.33% of the Gross Settlement Amount.

1.6. “Court” means the San Diego Superior Court County Superior Court.

1.7. “Defense Counsel” means captioned counsel of record from the law firm of Seyfarth Shaw, LLP.

1.8. “Effective Date” means the date on which the Settlement is approved and the Court’s order approving the Settlement (the “Judgment”) becomes final. For purposes of this Agreement, the Court’s Judgment “becomes final” upon the latter of: (1) if no appeal is filed, the

expiration of the date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (this time period shall not be less than 60 days after the Court's Judgment is entered); (ii) the date of affirmance of an appeal of the Judgment becomes final; or (iii) the date of final dismissal of any court of appeal decision relating to the Judgment.

1.9. "Employee Data" means the PAGA Members' identifying information in TD Ameritrade's possession; specifically, their names, last-known mailing addresses, Social Security numbers, and number of PAGA Pay Periods.

1.10. "Final Approval" means the Court's order granting final approval of the Settlement, including the final hearing required under Labor Code § 2699 *et seq.* for approval of PAGA actions.

1.11. "Final Approval Hearing" means the Court's hearing on the final motion for approval of the Settlement.

1.12. "Gross Settlement Amount" means **\$840,000**, which is the total amount Defendant agrees to pay under the Settlement, subject to the terms and conditions of this Settlement.

1.13. "Individual PAGA Payments" means the PAGA Members' pro rata share of the Net PAGA Payment, calculated according to the number of PAGA Pay Periods.

1.14. "Litigation Costs" means the amount incurred by Plaintiffs' Counsel to prosecute the Action, according to proof and subject to Court approval, not to exceed \$25,000.

1.15. "LWDA" means the California Labor Workforce and Development Agency.

1.16. "LWDA Payment" means the 75% share of the Total PAGA Payment Amount allocated to be paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. "Net PAGA Payment" means the 25% share of the Total PAGA Payment Amount allocated to be paid to the PAGA Members under Labor Code section 2699, subd. (i).

1.18. "PAGA" means California's Private Attorneys General Act of 2004.

1.19. "PAGA Period" means November 28, 2020, through the date of Judgment for Defendant.

1.20. "Total PAGA Payment Amount" means the sum presently estimated at \$515,028, which shall be paid from the Gross Settlement Amount, with 75% of the Total PAGA Payment Amount constituting the LWDA Payment, with the remaining 25% constituting the Net PAGA Payment to be allocated and paid to PAGA Members. Based on variance in the Litigation Costs, Attorneys' Fees, Service Payment, and/or Administration Costs, the Total PAGA Payment Amount may increase or decrease accordingly, and Plaintiffs' Counsel will apprise the Court accordingly when the Settlement is presented for Court approval.

1.21. "Plaintiffs' Counsel" means Ferraro Vega Employment Lawyers, Inc.

1.22. "PAGA Members" means all individuals currently or formerly employed by TD Ameritrade in California as hourly, non-exempt employees during the PAGA Period.

1.23. "PAGA Pay Period" means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.24. "Released Claims" means the claims being released in connection with this Settlement, as set forth in full below.

1.25. "Releasees" means Defendant and all of its present and former parent companies, subsidiaries, affiliates, and joint venturers, and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, shareholders, successors and assigns, and any other persons acting by, through, under, or in concert with any of them.

1.26. "Service Payment" means the payment to the Plaintiff for initiating and providing services in support of the Action in an amount up to \$10,000, subject to Court approval. Plaintiff has entered into an agreement for her individual settlement and general release of all claims.

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. MONETARY TERMS.

2.1. Gross Settlement Amount. The Gross Settlement Amount shall be \$840,000. Defendant shall pay out the Gross Settlement Amount for payment of all claims to the PAGA Members, Individual PAGA Payments, Plaintiff's individual Service Payment (inclusive of employer and employee taxes), payment of Settlement Administration Costs, Attorney's Fees and Litigation Costs, and the portion of the Total PAGA Payment Amount to the Labor Workforce Development Agency. The Gross Settlement Amount shall be the total amount paid by Defendant and cannot be increased for any reason, except as set forth in the escalator provision of this Agreement. The Gross Settlement Amount shall be all-in with no reversion to Defendant.

2.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court:

2.2.1. To Plaintiff: The Service Payment, in addition to any Individual PAGA Payment she may be entitled to receive as a PAGA Member. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the Total PAGA Payment Amount. The Administrator will pay the Service Payment(s) using IRS Form 1099. An award of less than the requested amount for the Service Payment will not give rise to a basis to abrogate the Agreement and the Court has authority under this Agreement to reduce (or increase) the Service Payment, at its discretion at the final approval stage.

2.2.2. To Plaintiffs' Counsel: Attorneys' Fees and Litigation Costs to Plaintiffs' Counsel. Defendant will not oppose requests for these payments identified as defined above, provided the requests do not exceed these amounts. If the Court approves Attorneys' Fees and/or Litigation Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the Total PAGA Payment Amount. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms. An award of less than the requested amount for Attorneys' Fees and Litigation Costs will not give rise to a basis to abrogate the Agreement and the Court has authority under this Agreement to reduce (or increase) the Service Payment, at its discretion at the final approval stage.

2.2.3. To the Administrator: Administration Costs to the Administrator. To the extent the Administration Costs are less, or the Court approves payment less than the Administration Costs set forth in this Agreement, the Administrator will place the remainder in the Total PAGA Payment Amount.

2.2.4. To the LWDA: Subject to Court approval, the Total PAGA Payment Amount will be allocated as follows: 75% of the Total PAGA Payment Amount will be paid to the LWDA (i.e., the LWDA Payment) and the remaining 25% shall constitute the Net PAGA Payment for distribution to PAGA Members as the Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

2.2.5. To Each PAGA Member/Tax Allocation: An Individual PAGA Payment calculated by: (a) dividing the Net PAGA Payment by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Members' PAGA Pay Periods. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. PAGA Members assume full responsibility and liability for any individual taxes owed on their Individual PAGA Payment.

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Delivery of Employee Data to Administrator. Not later than 15 days after the Court grants approval of the Settlement, TD Ameritrade will deliver the Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. This list is to be held confidential and is not to be provided to any other party or counsel, including Plaintiffs' Counsel. To protect PAGA Members' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement.

3.2. Funding of Gross Settlement Amount. TD Ameritrade shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than 10 business days after the Effective Date.

3.3. Payments from the Gross Settlement Amount. Within 10 business days after TD Ameritrade funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the Administration Costs, the LWDA Payment, Attorneys' Fees, Litigation Costs, and Service Payment.

3.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

3.4. Void or Returned Checks. Funds unpaid after distribution due to returned or void checks (*i.e.*, checks issued to PAGA Members that are not cashed or presented for payment within 180 days from the date of issuance) shall escheat to the State of California's Unclaimed Property Division.

3.4.1. The Administrator must conduct an Address Search for all other PAGA Members whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the void date.

3.4.2. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the funds shall escheat to the State of California's Unclaimed Property Division, and the Administrator shall transmit the funds, in the name of the PAGA Member, to the State of California's Unclaimed Property Division.

3.4.3. The payment of Individual PAGA Payments shall not obligate TD Ameritrade to confer any additional benefits or make any additional payments to PAGA Members beyond those specified in this Agreement.

3.4.4. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, who have no right to opt-out or otherwise exclude themselves from the settlement and release of PAGA claims set forth in this Settlement.

4. RELEASES OF CLAIMS.

The PAGA Members will be subject to the following release for the entire PAGA Period:

Release by PAGA Members: Upon the Court's final approval (Judgment) of this settlement, all PAGA Members shall fully release Defendant and all of its present and former parent companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, shareholders, successors and assigns, and any other persons acting by, through, under, or in concert with any of them ("Releasees"), from any and all claims for penalties, fees, costs, or any other relief of any kind under the Private Attorneys General Act, 2698 – 2699, et seq., that were pled or could have been pled, based on, or which arise out of the facts alleged in the complaints in the Action, the same statutes, or based on the same primary rights, irrespective of the theory of recovery alleged, whether or not alleged in the Action. This release of claims for PAGA penalties, costs, fees or any

other relief, includes known and unknown PAGA claims arising under California Labor Code sections 200-204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 245, et seq. (i.e., 245-249, the California Healthy Workplaces, Healthy Families Act, Covid Supplemental Paid Sick Leave), 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, the applicable IWC Wage Order(s), Cal. Code of Regulations, Title 8, section 11000 et seq., including PAGA violations alleged for failure to pay for all hours worked including minimum wage and overtime, failure to provide a day of rest for work in excess of six days a week, reporting time violations, any violation of meal or rest period and premium payment rights, failure to timely pay wages including during employment and at separation, failure to provide accurate wage statements or keep payroll records, failure to pay all sick, COVID, and vacation pay, failure to perform or tender any rate of pay adjustment to any type of wage, benefit, or other payment whatsoever, and failure to reimburse business expenses, for the entire PAGA Period (“Released Claims”).

5. MOTION FOR SETTLEMENT APPROVAL.

5.1. PAGA Approval. Plaintiffs shall prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this PAGA Settlement under Labor Code § 2699(f)(2). To effectuate Final Approval and Judgment of the Settlement of PAGA claims, Plaintiffs shall prepare either a Joint Stipulation Approving PAGA Settlement (subject to Defense Counsels’ review and revision) or a Motion for Approval of PAGA Settlement. Plaintiffs shall file declarations from Plaintiffs’ Counsel and the Plaintiff to support the Settlement.

5.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval, Plaintiffs’ Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Agreement, Plaintiffs’ Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to attempt to modify the Agreement to satisfy the Court’s concerns, subject to the Parties’ ability to reach agreement on those terms. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. The Parties agree the proposed settlement is for purposes of settlement only and if, for any reason, the Settlement is not approved in accordance with the terms in this Agreement, the Settlement will have no force or effect and will be immediately revoked, null and void.

6. SETTLEMENT ADMINISTRATION.

6.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2. Tax Reporting. The Administrator shall report to state and federal tax authorities the payments under this Agreement.

6.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

6.3.1. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiffs' Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Plaintiffs' Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

7. **ESCALATION CLAUSE.** Plaintiffs' Counsel has extrapolated that the pay period estimate through March 1, 2024 is 44,401. If the total number of pay periods exceeds this total by 10% or more (e.g., pay periods count X 1.10), Defendant will have the option to either terminate the Agreement (with the Parties reverting to their pre-settlement position) or elect to have the Gross Settlement Amount increase proportionately for each additional pay period over this listed total.

8. **PAGA MEMBER ESTIMATE.** Based on the records evaluated, there are an estimated 1,032 PAGA Members covered by this Agreement.

9. **MOTION FOR PAGA APPROVAL.** Not later than 16 court days before the PAGA Approval Hearing, Plaintiffs' Counsel will file in Court and serve on Defendant a motion for approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment, which shall specifically state and include a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (l). Plaintiffs' Counsel will provide drafts of these documents to Defense Counsel in advance of filing for Defense Counsel's review. TD Ameritrade shall accept service of the Motion for Final Approval (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

9.1. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together through counsel in good faith to attempt to address the Court's concerns by attempting to revise the Agreement as necessary and subject to the Parties' approval of those additional terms to obtain Final Approval.

9.2. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all PAGA

Members, as applicable and provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate Judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

9.4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.

If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by PAGA Members), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and subject to the Parties' approval of any additional terms, to obtain Final Approval and entry of Judgment.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Action have merit or that there is any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). The Settlement is further without any admission of liability on the part of Defendant or Releasees, or that the PAGA claims are capable of statewide proof or determination consistent with Defendant's due process rights.

11.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any PAGA Member to object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Plaintiffs' Counsel's ability to communicate with PAGA Members in accordance with Plaintiffs' Counsel's ethical obligations owed to PAGA Members.

11.3. No Publicity Regarding the Settlement. Neither Plaintiff nor Plaintiffs' Counsel shall publicize or communicate the fact or terms of the Settlement on any social media, any internet site, print media, or marketing/advertising materials. The Court shall have the power to enjoin violations of this provision and the prevailing party shall be entitled to its attorneys' fees and costs.

11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5. Attorney Authorization. Plaintiffs' Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by modifying the Agreement subject to the Parties' approval of any additional terms, submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.8. No Tax Advice. Neither the Parties, Plaintiffs' Counsel, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9. Modification of Agreement. This Agreement, and all part of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or Plaintiffs' Counsel and Defense Counsel, as their legal representatives.

11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.

11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter. "Business days" refers to days falling Monday to Friday, exclusive of federal legal holidays.

11.15. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiffs:

Ferraro Vega Employment Lawyers, Inc.

Attn: Nicholas J. Ferraro

3333 Camino del Rio South, Suite 300

San Diego, CA 92108 USA

nick@ferrarovega.com / classactions@ferrarovega.com

To Defendant:

Seyfarth Shaw, LLP

Attn: Diana Tabacopoulos

2029 Century Park East

Suite 3500

Los Angeles, CA 90067-3021

DTabacopoulos@Seyfarth.com

11.16. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e., DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Desiree Berry

Date: May 10, 2024

Desiree Berry

Desiree Berry

Defendant TD Ameritrade, Inc.

Date: _____

Name: _____

Title: _____

SIGNATURES

I have read this Agreement and agree to its terms.

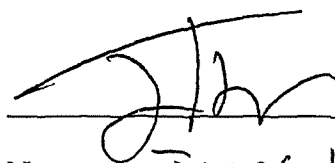
Plaintiff Desiree Berry

Date: _____

Desiree Berry

Defendant TD Ameritrade, Inc.

Date: 5/13/2024



Name: James Kostulis

Title: Managing Director TD Ameritrade