FINANCIAL INDUSTRY REGULATORY AUTHORITY
LETTER OF ACCEPTANCE, WAIVER, AND CONSENT
NO. 2023078794701

TO: Department of Enforcement
Financial Industry Regulatory Authority (FINRA)

RE: American Portfolios Financial Services, Inc. (Respondent)
Former Member Firm
CRD No. 18487
Acquired by Osaic Wealth, Inc.
Member Firm
CRD No. 23131

Pursuant to FINRA Rule 9216, Respondent American Portfolios Financial Services, Inc. submits this Letter of Acceptance, Waiver, and Consent (AWC) for the purpose of proposing a settlement of the alleged rule violations described below. This AWC is submitted on the condition that, if accepted, FINRA will not bring any future actions against Respondent alleging violations based on the same factual findings described in this AWC.

I.

ACCEPTANCE AND CONSENT

A. Respondent accepts and consents to the following findings by FINRA without admitting or denying them:

BACKGROUND

American Portfolios became a FINRA member firm in 1987. The firm was headquartered in Holbrook, New York, and it had approximately 800 registered representatives and 350 branch offices. The firm was a full-service introducing broker-dealer including for retail customers. On October 15, 2024, American Portfolios was merged into Osaic Wealth, Inc. (CRD No. 23131), and Osaic Wealth is the surviving entity from the merger. American Portfolios subsequently filed a full Uniform Request for Withdrawal from Broker-Dealer Registration (Form BDW) with FINRA, which became effective in December 2024.[1]

OVERVIEW

Unit Investment Trusts (UITs) offer investors the opportunity to invest in a fixed portfolio of securities for a specified term. A recommendation to sell a UIT early causes the customer to forego part of the benefit of the investment for which the customer has already paid. From January 2018 to October 14, 2024, American Portfolios failed to

[1] For more information about the firm, including prior regulatory events, visit BrokerCheck® at www.finra.org/brokercheck.

reasonably supervise its registered representatives' recommendations to sell UITs before maturity to achieve compliance with FINRA Rule 2111 and, beginning June 30, 2020, Regulation Best Interest ("Reg BI"). During this period, three representatives routinely recommended that their retail customers sell UITs prior to maturity, causing 295 customers to incur $1,232,939.09 in unnecessary costs and fees. Therefore, American Portfolios violated FINRA Rules 3110 and 2010. For these and other violations, the firm is censured, fined $400,000, and ordered to pay $1,232,939.09 in restitution.

FACTS AND VIOLATIVE CONDUCT

A. Unit Investment Trusts

A UIT is an SEC-registered investment company that offers investors shares or "units" in a fixed portfolio of securities in a one-time public offering. A UIT terminates on a specified maturity date, often after 15 or 24 months, at which point the underlying securities are sold and the resulting proceeds are paid to the investors. Generally, a UIT's portfolio is not actively managed between the trust's inception and its maturity date.

UIT sponsors typically offer UIT product lines in successive "series," with the offering periods for new series usually coinciding with the maturity date of prior series. Successive series of UITs often have the same or similar investment objectives and investment strategies as the prior series, even if the portfolio of securities held by the UIT changes from series to series.

UITs impose a variety of upfront charges. A typical UIT contains three separate charges relating to its purchase: (1) a deferred sales charge, which generally ranges from 1.35% to 2.30% of the offering price (depending on the sponsor and the UIT timespan); (2) a creation and development fee (C&D fee), which is 0.5% of the offering price and paid to the sponsor; and (3) an "organization cost," which is typically between .25% and .75% of the offering price and paid to the sponsor.[2] Customers typically do not receive discounts for using proceeds from the early sale of a UIT to fund the purchase of a new UIT.

A registered representative who recommends the sale of a customer's UIT before its maturity date causes the customer to forgo part of the benefit for which the customer paid upfront and raises the possibility that a customer has not held the UIT for a long enough period of time to recoup the costs associated with the front-end sales charge. Moreover, when a registered representative uses the sale proceeds to purchase a new UIT (or another product with an upfront sales charge), the customer incurs greater charges than if the customer held the UIT until maturity. For example, a customer who purchased a 15-month UIT and held it until maturity would pay an upfront charge of about 2.15%. A customer who bought and sold three UITs during that 15-month period would, by

[2] The C&D fee and organization cost are generally charged during months three through six of the UIT's term. After those charges are paid, typically by month six, there are no sales charges applied for the life of the UIT. In addition to these charges, most UITs charge annual operating expenses that are paid to the sponsor out of the assets of the UIT.

contrast, pay sales charges of 6.45% or more. These higher sales charges are particularly difficult to justify when the new UIT is in the same series as the UIT that was sold.

B. Applicable Law

As of June 30, 2020, broker-dealers and their associated persons are required to comply with Reg BI under the Securities Exchange Act of 1934. Rule 15*l*-1(a)(1) of Reg BI requires a broker, dealer, or a natural person associated with a broker or dealer, when making a recommendation of any securities transaction or investment strategy involving securities (including account recommendations) to a retail customer, to act in the best interest of that retail customer at the time the recommendation is made, without placing the financial or other interest of the broker, dealer, or associated person ahead of the interest of the retail customer. Reg BI's Care Obligation, set forth at Exchange Act Rule 15*l*-1(a)(2)(ii), requires broker-dealers and their associated persons to exercise reasonable diligence, care, and skill to, among other things, understand the potential risks, rewards, and costs associated with a recommendation.

Prior to June 30, 2020, FINRA Rule 2111 required members and associated persons to have a reasonable basis to believe that a recommendation of a transaction or investment strategy involving a security or securities to any customer is suitable for the customer. FINRA Rule 2111 is still in effect, but as of June 30, 2020, it no longer applies to recommendations that are subject to Reg BI. Rule 2111.05(a) defines the reasonable-basis obligation to require members and their associated persons to have an understanding of the potential risks and rewards associated with the recommended security or strategy and to have a reasonable basis to believe, based on reasonable diligence, that the recommendation is suitable for at least some investors.

Additionally, Reg BI's Compliance Obligation, set forth at Exchange Act Rule 15*l*-1(a)(2)(iv), requires broker-dealers to establish, maintain, and enforce written policies and procedures reasonably designed to achieve compliance with Reg BI, including the Care Obligation. The Adopting Release provides that broker-dealers should consider the nature of that firm's operations and how to design such policies and procedures to prevent violations from occurring, detect violations that have occurred, and to correct promptly any violations that have occurred.[3]

FINRA Rule 3110 requires member firms to establish, maintain, and enforce a supervisory system, including written procedures, to supervise the activities of each associated person that is reasonably designed to achieve compliance with applicable securities laws, regulations, and FINRA rules.

A violation of Reg BI, FINRA Rule 2111, or FINRA Rule 3110 also is a violation of FINRA Rule 2010, which requires members to "observe high standards of commercial honor and just and equitable principles of trade" in the conduct of their business.

[3] Adopting Release at 33397.

C. American Portfolios failed to establish, maintain, and enforce a supervisory system, including written policies and procedures, reasonably designed to achieve compliance with FINRA Rule 2111 and Reg BI with respect to UIT recommendations.

From January 2018 to October 14, 2024, American Portfolios effected the purchase of approximately $470 million in UITs. However, during that same period, American Portfolios failed to establish, maintain, and enforce a supervisory system, including written policies and procedures, reasonably designed to achieve compliance with FINRA Rule 2111 and Reg BI with respect to the recommendations the firm's registered representatives were making to retail customers to liquidate UITs before their maturity dates.

American Portfolios' written policies and procedures, including written supervisory procedures (WSPs), generally required supervisors to assess whether UIT recommendations were suitable or in customers' best interests, but they failed to provide reasonable policies or procedures for how to conduct that analysis. Specifically, the WSPs provided no policies to supervisors regarding how to consider UITs' front-loaded cost structure and the ensuing risk that early sales might cause customers to incur unnecessary sales charges. The WSPs also provided no procedures for how supervisors should identify and respond to red flags associated with representatives who repeatedly recommended that their customers sell UITs early in order to purchase new UITs.

Moreover, throughout the relevant period, American Portfolios' supervisory system and processes were unreasonably designed with respect to identifying and reviewing recommendations to sell UITs early. Prior to October 2018, the firm did not have any systems to identify or review UIT recommendations, including recommendations to sell early. Beginning in October 2018, the firm implemented two trade alerts that escalated for supervisory review all sales and purchases of UITs with a principal value at or above $1,000. However, these alerts did not provide information about how long before maturity UITs were redeemed, and the firm did not provide reviewers with any other information from which they could identify recommendations to sell UITs early. Therefore, reviewers had no basis to identify red flags associated with representatives who repeatedly recommended that their customers sell UITs early in order to purchase new UITs, even though they may have caused customers to pay unnecessary sales charges.

As a result of these supervisory failures, American Portfolios failed to reasonably supervise three representatives who engaged in patterns of recommending that their customers sell UITs significantly before their maturity dates and then use the proceeds to purchase a new UIT. Representatives 1 and 2, who worked as part of a joint team, recommended that their customers purchase approximately $42 million in UITs and then recommended that they sell those UITs prior to maturity approximately 61% of the time. On average, these customers held UITs for only 50% of their term lengths. Representatives 1 and 2 also generally recommended that their customers use the proceeds from these early sales to purchase new UITs with additional sales charges. Collectively, these recommendations caused 139 customers to pay at least $872,960.53 in costs and fees that they would not have incurred had they held the UITs until their maturity dates.

Representative 3 recommended that his retail customers purchase approximately $15 million in UITs and then recommended that they sell those UITs prior to maturity approximately 78% of the time. On average, these customers held their UITs for only 56% of their term lengths. Representative 3 also generally recommended that his customers use the proceeds from these early sales to purchase new UITs with additional sales charges. Collectively, these recommendations caused 156 customers to pay at least $359,978.56 in costs and fees that they would not have incurred had they held the UITs until their maturity dates.

Following the merger of American Portfolios into Osaic Wealth, Inc. on October 15, 2024, Osaic began using its system to supervise former American Portfolios accounts.

By failing to reasonably supervise its registered representatives' recommendations of early UIT sales to achieve compliance with the suitability rule and Reg BI, from January 2018 to October 14, 2024, American Portfolios violated FINRA Rules 3110 and 2010 and, from June 30, 2020, to October 14, 2024, the firm also violated Exchange Act Rule 15*l*-1(a)(1) and FINRA Rule 2010.

B. Respondent also consents to the imposition of the following sanctions:

- a censure;
- a $400,000 fine; and
- restitution of $1,232,939.09 plus interest as described below.

Respondent agrees to pay the monetary sanctions upon notice that this AWC has been accepted and that such payment is due and payable. FINRA's Finance Department will contact Respondent regarding payment. Respondent has submitted an Election of Payment form showing the method by which it proposes to pay the fine imposed.

Restitution is ordered to be paid to the customers listed on Attachment A to this AWC (Eligible Customers) in the total amount of $1,232,939.09, plus interest at the rate set forth in Section 6621(a)(2) of the Internal Revenue Code, 26 U.S.C. § 6621(a)(2), from October 15, 2024, until the date this AWC is accepted by the National Adjudicatory Council (NAC).

A registered principal on behalf of Respondent shall submit satisfactory proof of payment of restitution and interest (separately specifying the date and amount of each paid to each Eligible Customer) or of reasonable and documented efforts undertaken to effect restitution. Such proof shall be submitted by email to EnforcementNotice@FINRA.org from a work-related account of the registered principal of Respondent. The email must identify Respondent and the case number and include a copy of the check, money order, or other method of payment. This proof shall be provided by email to

EnforcementNotice@FINRA.org no later than 120 days after the date of the notice of acceptance of the AWC.

The restitution amount plus interest to be paid to each Eligible Customer shall be treated by the Respondent as the Eligible Customer's property for purposes of state escheatment, unclaimed property, abandoned property, and similar laws. If after reasonable and documented efforts undertaken to effect restitution Respondent is unable to pay all Eligible Customers within 120 days after the date of the notice of acceptance of the AWC, Respondent shall submit to FINRA in the manner described above a list of the unpaid Eligible Customers and a description of Respondent's plan, not unacceptable to FINRA, to comply with the applicable escheatment, unclaimed property, abandoned property, or similar laws for each such Eligible Customer.

Respondent specifically and voluntarily waives any right to claim an inability to pay, now or at any time after the execution of this AWC, the monetary sanctions imposed in this matter.

The imposition of a restitution order or any other monetary sanctions in this AWC, and the timing of such ordered payments, does not preclude customers from pursuing their own actions to obtain restitution or other remedies.

Restitution payments to customers shall be preceded or accompanied by a letter, not unacceptable to FINRA, describing the reason for the payment and the fact that the payment is being made pursuant to a settlement with FINRA and as a term of this AWC.

The sanctions imposed in this AWC shall become effective on a date set by FINRA.

II.

WAIVER OF PROCEDURAL RIGHTS

Respondent specifically and voluntarily waives the following rights granted under FINRA's Code of Procedure:

A. To have a complaint issued specifying the allegations against it;

B. To be notified of the complaint and have the opportunity to answer the allegations in writing;

C. To defend against the allegations in a disciplinary hearing before a hearing panel, to have a written record of the hearing made, and to have a written decision issued; and

D. To appeal any such decision to the NAC and then to the U.S. Securities and Exchange Commission and a U.S. Court of Appeals.

Further, Respondent specifically and voluntarily waives any right to claim bias or prejudgment of the Chief Legal Officer, the NAC, or any member of the NAC, in connection with such person's or body's participation in discussions regarding the terms and conditions of this AWC, or other consideration of this AWC, including its acceptance or rejection.

Respondent further specifically and voluntarily waives any right to claim that a person violated the ex parte prohibitions of FINRA Rule 9143 or the separation of functions prohibitions of FINRA Rule 9144, in connection with such person's or body's participation in discussions regarding the terms and conditions of this AWC, or other consideration of this AWC, including its acceptance or rejection.

III.

OTHER MATTERS

Respondent understands that:

A. Submission of this AWC is voluntary and will not resolve this matter unless and until it has been reviewed and accepted by the NAC, a Review Subcommittee of the NAC, or the Office of Disciplinary Affairs (ODA), pursuant to FINRA Rule 9216;

B. If this AWC is not accepted, its submission will not be used as evidence to prove any of the allegations against Respondent; and

C. If accepted:

1. this AWC will become part of Respondent's permanent disciplinary record and may be considered in any future action brought by FINRA or any other regulator against Respondent;

2. this AWC will be made available through FINRA's public disclosure program in accordance with FINRA Rule 8313;

3. FINRA may make a public announcement concerning this agreement and its subject matter in accordance with FINRA Rule 8313; and

4. Respondent may not take any action or make or permit to be made any public statement, including in regulatory filings or otherwise, denying, directly or indirectly, any finding in this AWC or create the impression that the AWC is without factual basis. Respondent may not take any position in any proceeding brought by or on behalf of FINRA, or to which FINRA is a party, that is inconsistent with any part of this AWC. Nothing in this provision affects Respondent's right to take legal or factual positions in litigation or other legal proceedings in which FINRA is not a party. Nothing in this provision affects Respondent's testimonial obligations in any litigation or other legal proceedings.

D. Respondent may attach a corrective action statement to this AWC that is a statement of demonstrable corrective steps taken to prevent future misconduct. Respondent understands that it may not deny the charges or make any statement that is inconsistent with the AWC in this statement. This statement does not constitute factual or legal findings by FINRA, nor does it reflect the views of FINRA.

The undersigned, on behalf of Respondent, certifies that a person duly authorized to act on Respondent's behalf has read and understands all of the provisions of this AWC and has been given a full opportunity to ask questions about it; that Respondent has agreed to the AWC's provisions voluntarily; and that no offer, threat, inducement, or promise of any kind, other than the terms set forth in this AWC and the prospect of avoiding the issuance of a complaint, has been made to induce Respondent to submit this AWC.

08/31/2026	Matthew Schlueter
Date	Osaic Wealth, Inc., as the acquirer of American Portfolios Financial Services, Inc., Respondent
	Print Name: Matthew Schlueter
	Title: Executive Vice President, Osaic Wealth Inc.

Accepted by FINRA:

	Signed on behalf of the Director of ODA, by delegated authority
09/21/2026	
Date	Alex Ehmke Principal Counsel FINRA Department of Enforcement Brookfield Place 200 Liberty Street Suite 1200 New York, NY 10281

SCHEDULE A - OSAIC WEALTH	
Customer No.	**Restitution**
Customer_0001	$ 2,269.61
Customer_0002	$ 1,946.96
Customer_0003	$ 1,756.76
Customer_0004	$ 3,001.72
Customer_0005	$ 840.57
Customer_0006	$ 5,141.89
Customer_0007	$ 427.02
Customer_0008	$ 1,399.58
Customer_0009	$ 1,267.86
Customer_0010	$ 1,847.06
Customer_0011	$ 484.95
Customer_0012	$ 1,269.30
Customer_0013	$ 552.20
Customer_0014	$ 634.28
Customer_0015	$ 323.28
Customer_0016	$ 1,429.55
Customer_0017	$ 2,232.42
Customer_0018	$ 8,879.49
Customer_0019	$ 200.18
Customer_0020	$ 3,286.06
Customer_0021	$ 8,313.16
Customer_0022	$ 533.26
Customer_0023	$ 186.57
Customer_0024	$ 11,867.85
Customer_0025	$ 221.35
Customer_0026	$ 272.10
Customer_0027	$ 2,596.98
Customer_0028	$ 209.88
Customer_0029	$ 782.45
Customer_0030	$ 658.05
Customer_0031	$ 175.49
Customer_0032	$ 363.11
Customer_0033	$ 666.44
Customer_0034	$ 1,486.63
Customer_0035	$ 412.11
Customer_0036	$ 3,300.86
Customer_0037	$ 665.17
Customer_0038	$ 527.12
Customer_0039	$ 436.95
Customer_0040	$ 2,423.76

SCHEDULE A - OSAIC WEALTH	
Customer No.	**Restitution**
Customer_0041	$ 2,122.02
Customer_0042	$ 366.72
Customer_0043	$ 26,181.19
Customer_0044	$ 27,878.48
Customer_0045	$ 316.15
Customer_0046	$ 15,982.61
Customer_0047	$ 5,771.52
Customer_0048	$ 258.62
Customer_0049	$ 947.38
Customer_0050	$ 705.68
Customer_0051	$ 319.46
Customer_0052	$ 9,963.29
Customer_0053	$ 822.24
Customer_0054	$ 1,124.32
Customer_0055	$ 143.35
Customer_0056	$ 4,559.13
Customer_0057	$ 8,037.08
Customer_0058	$ 17,451.25
Customer_0059	$ 227.19
Customer_0060	$ 3,287.26
Customer_0061	$ 751.16
Customer_0062	$ 12,510.76
Customer_0063	$ 14,216.15
Customer_0064	$ 775.17
Customer_0065	$ 113.61
Customer_0066	$ 855.00
Customer_0067	$ 8,140.93
Customer_0068	$ 4,246.91
Customer_0069	$ 960.57
Customer_0070	$ 117.81
Customer_0071	$ 840.00
Customer_0072	$ 882.22
Customer_0073	$ 3,523.25
Customer_0074	$ 3,102.87
Customer_0075	$ 1,446.43
Customer_0076	$ 2,580.19
Customer_0077	$ 13,255.82
Customer_0078	$ 9,629.76
Customer_0079	$ 199.46
Customer_0080	$ 199.46
Customer_0081	$ 461.40

SCHEDULE A - OSAIC WEALTH	
Customer No.	**Restitution**
Customer_0082	$ 5,019.95
Customer_0083	$ 178.62
Customer_0084	$ 12,567.43
Customer_0085	$ 3,894.96
Customer_0086	$ 724.72
Customer_0087	$ 3,698.32
Customer_0088	$ 724.61
Customer_0089	$ 5,930.87
Customer_0090	$ 103.22
Customer_0091	$ 4,891.44
Customer_0092	$ 1,999.50
Customer_0093	$ 2,853.18
Customer_0094	$ 6,016.36
Customer_0095	$ 773.83
Customer_0096	$ 2,225.33
Customer_0097	$ 495.62
Customer_0098	$ 17,258.76
Customer_0099	$ 332.60
Customer_0100	$ 9,404.52
Customer_0101	$ 108.35
Customer_0102	$ 752.63
Customer_0103	$ 823.13
Customer_0104	$ 5,120.31
Customer_0105	$ 139.90
Customer_0106	$ 139.38
Customer_0107	$ 2,407.00
Customer_0108	$ 1,770.32
Customer_0109	$ 2,036.48
Customer_0110	$ 286.04
Customer_0111	$ 3,243.93
Customer_0112	$ 314.58
Customer_0113	$ 3,300.61
Customer_0114	$ 3,664.06
Customer_0115	$ 7,646.50
Customer_0116	$ 196.76
Customer_0117	$ 205.18
Customer_0118	$ 243.33
Customer_0119	$ 3,040.69
Customer_0120	$ 105.09
Customer_0121	$ 7,859.52
Customer_0122	$ 289.63

SCHEDULE A - OSAIC WEALTH	
Customer No.	**Restitution**
Customer_0123	$ 283.99
Customer_0124	$ 912.13
Customer_0125	$ 6,582.42
Customer_0126	$ 649.53
Customer_0127	$ 1,423.93
Customer_0128	$ 781.23
Customer_0129	$ 4,150.24
Customer_0130	$ 1,179.60
Customer_0131	$ 213.71
Customer_0132	$ 430.75
Customer_0133	$ 352.28
Customer_0134	$ 222.73
Customer_0135	$ 3,090.06
Customer_0136	$ 1,285.41
Customer_0137	$ 849.51
Customer_0138	$ 7,478.59
Customer_0139	$ 1,704.33
Customer_0140	$ 6,143.99
Customer_0141	$ 1,187.76
Customer_0142	$ 6,602.42
Customer_0143	$ 108.01
Customer_0144	$ 5,320.12
Customer_0145	$ 376.76
Customer_0146	$ 1,656.29
Customer_0147	$ 717.46
Customer_0148	$ 954.27
Customer_0149	$ 1,657.50
Customer_0150	$ 149.42
Customer_0151	$ 3,932.99
Customer_0152	$ 146.61
Customer_0153	$ 773.86
Customer_0154	$ 295.27
Customer_0155	$ 794.08
Customer_0156	$ 1,253.64
Customer_0157	$ 2,155.33
Customer_0158	$ 1,194.80
Customer_0159	$ 1,094.62
Customer_0160	$ 1,395.31
Customer_0161	$ 5,634.27
Customer_0162	$ 172.52
Customer_0163	$ 496.34

SCHEDULE A - OSAIC WEALTH	
Customer No.	**Restitution**
Customer_0164	$ 1,287.87
Customer_0165	$ 1,364.89
Customer_0166	$ 867.93
Customer_0167	$ 198.42
Customer_0168	$ 492.08
Customer_0169	$ 3,021.79
Customer_0170	$ 1,405.44
Customer_0171	$ 518.53
Customer_0172	$ 472.57
Customer_0173	$ 2,613.56
Customer_0174	$ 1,570.01
Customer_0175	$ 130.57
Customer_0176	$ 189.16
Customer_0177	$ 1,909.66
Customer_0178	$ 2,266.62
Customer_0179	$ 724.28
Customer_0180	$ 170.70
Customer_0181	$ 140.08
Customer_0182	$ 2,222.97
Customer_0183	$ 384.09
Customer_0184	$ 4,173.13
Customer_0185	$ 2,486.81
Customer_0186	$ 2,424.05
Customer_0187	$ 302.54
Customer_0188	$ 941.56
Customer_0189	$ 885.06
Customer_0190	$ 3,065.27
Customer_0191	$ 892.96
Customer_0192	$ 934.66
Customer_0193	$ 322.08
Customer_0194	$ 719.98
Customer_0195	$ 3,950.89
Customer_0196	$ 115.47
Customer_0197	$ 2,135.01
Customer_0198	$ 463.50
Customer_0199	$ 2,588.79
Customer_0200	$ 261.21
Customer_0201	$ 145.66
Customer_0202	$ 128.44
Customer_0203	$ 4,122.26
Customer_0204	$ 2,325.53

SCHEDULE A - OSAIC WEALTH	
Customer No.	**Restitution**
Customer_0205	$ 1,229.77
Customer_0206	$ 948.04
Customer_0207	$ 3,115.42
Customer_0208	$ 174.46
Customer_0209	$ 128.55
Customer_0210	$ 1,330.79
Customer_0211	$ 354.78
Customer_0212	$ 4,676.98
Customer_0213	$ 751.19
Customer_0214	$ 3,004.38
Customer_0215	$ 1,661.58
Customer_0216	$ 357.76
Customer_0217	$ 385.80
Customer_0218	$ 642.93
Customer_0219	$ 661.27
Customer_0220	$ 587.41
Customer_0221	$ 148.80
Customer_0222	$ 150.43
Customer_0223	$ 5,335.64
Customer_0224	$ 638.88
Customer_0225	$ 137.93
Customer_0226	$ 291.87
Customer_0227	$ 609.66
Customer_0228	$ 158.83
Customer_0229	$ 140,800.05
Customer_0230	$ 399,055.29
Customer_0231	$ 246.30
Customer_0232	$ 2,776.71
Customer_0233	$ 728.70
Customer_0234	$ 724.46
Customer_0235	$ 9,299.53
Customer_0236	$ 516.56
Customer_0237	$ 351.28
Customer_0238	$ 2,898.14
Customer_0239	$ 317.17
Customer_0240	$ 620.91
Customer_0241	$ 4,730.35
Customer_0242	$ 1,488.44
Customer_0243	$ 1,613.75
Customer_0244	$ 870.09
Customer_0245	$ 1,157.87

SCHEDULE A - OSAIC WEALTH	
Customer No.	**Restitution**
Customer_0246	$ 1,984.65
Customer_0247	$ 1,542.37
Customer_0248	$ 3,468.91
Customer_0249	$ 611.46
Customer_0250	$ 1,473.11
Customer_0251	$ 143.60
Customer_0252	$ 1,918.74
Customer_0253	$ 516.19
Customer_0254	$ 927.70
Customer_0255	$ 992.57
Customer_0256	$ 523.49
Customer_0257	$ 1,155.12
Customer_0258	$ 4,281.82
Customer_0259	$ 11,166.89
Customer_0260	$ 725.58
Customer_0261	$ 925.58
Customer_0262	$ 135.80
Customer_0263	$ 755.52
Customer_0264	$ 3,549.77
Customer_0265	$ 597.06
Customer_0266	$ 695.89
Customer_0267	$ 227.74
Customer_0268	$ 485.08
Customer_0269	$ 292.42
Customer_0270	$ 3,339.06
Customer_0271	$ 2,487.36
Customer_0272	$ 108.89
Customer_0273	$ 394.31
Customer_0274	$ 1,833.82
Customer_0275	$ 5,211.81
Customer_0276	$ 1,238.65
Customer_0277	$ 179.21
Customer_0278	$ 2,020.91
Customer_0279	$ 1,203.71
Customer_0280	$ 13,776.46
Customer_0281	$ 741.68
Customer_0282	$ 248.39
Customer_0283	$ 1,391.79
Customer_0284	$ 181.51
Customer_0285	$ 3,577.77
Customer_0286	$ 121.99

SCHEDULE A - OSAIC WEALTH	
Customer No.	**Restitution**
Customer_0287	$ 125.63
Customer_0288	$ 122.25
Customer_0289	$ 125.63
Customer_0290	$ 493.31
Customer_0291	$ 106.09
Customer_0292	$ 3,026.73
Customer_0293	$ 21,328.81
Customer_0294	$ 102.27
Customer_0295	$ 183.92