

**FINANCIAL INDUSTRY REGULATORY AUTHORITY
LETTER OF ACCEPTANCE, WAIVER AND CONSENT
NO. 2013039202501**

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

RE: Hennion & Walsh, Inc., Respondent
FINRA Member
CRD No. 25766

Pursuant to FINRA Rule 9216 of FINRA’s Code of Procedure, Hennion & Walsh, Inc. (“Hennion & Walsh” or the “Firm”) 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 the Firm alleging violations based on the same factual findings described herein.

I.

ACCEPTANCE AND CONSENT

- A. Hennion & Walsh hereby accepts and consents, without admitting or denying the findings, and solely for the purposes of this proceeding and any other proceeding brought by or on behalf of FINRA, or to which FINRA is a party, prior to a hearing and without an adjudication of any issue of law or fact, to the entry of the following findings by FINRA:

BACKGROUND

Hennion & Walsh is a FINRA member and has been registered as a broker-dealer since 1989. The Firm is an introducing broker-dealer headquartered in Parsippany, New Jersey, with approximately 131 registered representatives.

OVERVIEW

Between December 1, 2011 and December 31, 2016 (the “Relevant Period”), certain Hennion & Walsh registered representatives recommended 645 unsuitable series-to-series switches between substantially similar Unit Investment Trusts (“UITs”) that had substantially similar investment objectives. The Firm’s registered representatives did not reasonably assess whether the alleged benefits to the customers from the switches outweighed the additional sales charges the customers would incur by making the switch. The Firm also failed to establish and maintain a supervisory system, including written supervisory procedures, reasonably designed to detect and prevent unsuitable series-to-series UIT switching. Based on the foregoing, the Firm violated NASD Rule 2310 (for

conduct prior to July 9, 2012), FINRA Rule 2111 (for conduct on or after July 9, 2012), NASD Rule 3010(a) (for conduct prior to December 1, 2014), FINRA Rule 3110(a) (for conduct on or after December 1, 2014), and FINRA Rule 2010.

FACTS AND VIOLATIVE CONDUCT

1. Introduction

UITs are investment companies that offer redeemable shares, or units, of a portfolio of securities in a public offering. A UIT's portfolio is not actively managed between inception and the termination date. At the termination date, which is generally two years after the initial offering, the underlying securities are sold and the proceeds are paid to investors.

Hennion & Walsh sponsored a proprietary UIT that was sold to retail investors by its registered representatives (the "Proprietary UITs"). During the Relevant Period, the Firm offered Proprietary UITs with approximately two dozen different portfolio strategies. Proprietary UITs with the same portfolio strategies were issued in consecutive series. The investment objectives, remained the same or nearly the same between series, and the types of securities selected for the portfolios were similar.

The Proprietary UITs had a maximum sales charge of 3.95 percent. One percent was deducted from the principal amount on the first day, such that the net asset value of a \$10 investment would be reduced to \$9.90 after the investor's initial purchase. The remainder of the sales charge was a "deferred sales charge" taken out in three monthly installments at the end of the offering period. For example, if a UIT had a three-month primary offering period, the deferred charges would be taken out in months four, five and six.¹

2. The Firm Recommended Unsuitable UIT Exchanges

UITs are typically designed to be held until their termination date. A customer who sells a UIT before its termination date and buys another UIT incurs new front-loaded sales charges that would otherwise be deferred if the UIT were rolled over to a new UIT at the termination date.

During the Relevant Period, FINRA found that 29 of the Firm's brokers recommended 645 early exchanges of Proprietary UITs in the same series (a "series-to-series switch") in 438 customer accounts. As noted above, the same series UITs had similar or substantially similar investment objectives and portfolios. FINRA found that, as result of these series-to-series switches, customers incurred unnecessary sales charges of \$ 305,438.83.

¹ Investors who rolled money from an existing Proprietary UIT into a new Proprietary UIT received a discounted sales charge, resulting in a maximum sales charge of 2.95 percent on the new UIT.

FINRA Rule 2111 and its predecessor NASD Rule 2310 require a member or an associated person to have a reasonable basis to believe that a recommended transaction involving a security is suitable for the customer, based on the information obtained through the reasonable diligence of the member or associated person. Reasonable diligence must provide the firm or associated person with an understanding of the potential risks and rewards of the recommended security or strategy. Neither the Firm nor its registered representatives accounted for the effect of the new sales charges, and therefore they did not have a reasonable basis to recommend these series-to-series switches to their customers.

By virtue of the foregoing, the Firm violated NASD Rule 2310 (for conduct prior to July 9, 2012), FINRA Rule 2111 (for conduct on or after July 9, 2012), and FINRA Rule 2010.

3. The Firm's Supervisory System Was Not Reasonably Designed

The Firm failed to establish and maintain a reasonable system to supervise series-to-series UIT switches. The Firm did not provide reasonable guidance to its sales staff on the special suitability concerns raised by early series-to-series switches. In addition, although the Firm's written procedures stated that switch forms should be signed by the customer for UIT exchanges, it did not enforce this procedure. In addition, although the Firm's trade-alert system flagged UIT switches, the Firm did not provide reasonable guidance in its procedures or otherwise to supervisors on how to evaluate such switches. The principal at the Firm tasked with much of the day-to-day trade-review responsibilities did not receive training on how to evaluate series-to-series switches and he did not take into account the increased costs associated with an early exchange. Thus, although an early exchange of a UIT, including a series-to-series switch, is a red flag of a potentially unsuitable transaction, the Firm's supervisory system was not reasonably designed to address such transactions.

FINRA Rule 3110(a) requires (and NASD Rule 3010(a) required) a firm to establish and maintain a system to supervise the activities of its associated persons that is reasonably designed to achieve compliance with the applicable securities laws and regulations and FINRA rules. The Firm did not establish and maintain a system that was reasonably designed to detect or prevent unsuitable series-to-series UIT switches.

By virtue of the foregoing, the Firm violated NASD Rule 3010(a) (for conduct prior to December 1, 2014), FINRA Rule 3110(a) (for conduct on or after December 1, 2014), and FINRA Rule 2010.

- B. The Firm also consents to the imposition of the following sanctions:

- A censure;
- A fine of \$ 165,000.

The Firm also agrees to the following undertakings:

Restitution. Restitution is ordered to be paid to the customers listed on Attachment A hereto in the total amount of \$ 305,438.83.

A registered principal on behalf of the Firm shall submit satisfactory proof of payment of restitution or of reasonable and documented efforts undertaken to effect restitution. Such proof shall be submitted to Perry Hubbard, Senior Director, 15200 Omega Drive, Suite 300, Rockville, Maryland 20850 either by letter that identifies Hennion & Walsh and the case number or by e-mail from a work-related account of the registered principal of the Firm to EnforcementNotice@FINRA.org. This proof shall be provided to the FINRA staff member listed above no later than 120 days after acceptance of the AWC.

If for any reason the Firm cannot locate any customer identified in Attachment A after reasonable and documented efforts within 120 days from the date the AWC is accepted, or such additional period agreed to by a FINRA staff member in writing, the Firm shall forward any undistributed restitution to the appropriate escheat, unclaimed property or abandoned property fund for the state in which the customer is last known to have resided. The Firm shall provide satisfactory proof of such action to the FINRA staff member identified above and in the manner described above, within 14 days of forwarding the undistributed restitution and interest to the appropriate state authority.

The Firm specifically and voluntarily waives any right to claim an inability to pay at any time hereafter the monetary sanctions imposed in this matter.

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

The sanctions imposed herein shall be effective on a date set by FINRA staff.

Certification. Within 60 days of Notice of Acceptance of this AWC, the Firm shall certify to FINRA in a submission signed by an officer and registered principal of the Firm that, as of the date of the certification, the Firm has established and implemented policies, procedures, and internal controls reasonably designed to address and remediate the issues identified in this AWC. The certification shall be addressed to Perry Hubbard, Senior Director, 15200 Omega Drive, Suite 300, Rockville, Maryland 20850. Upon written request showing good cause, FINRA staff may extend the procedural date set forth above.

The Firm agrees to pay the monetary sanctions upon notice that this AWC has been accepted and that such payments are due and payable. The Firm has submitted an Election of Payment form showing the method by which it proposes to pay the fine imposed.

II.

WAIVER OF PROCEDURAL RIGHTS

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

- A. To have a Complaint issued specifying the allegations against the Firm;
- 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 National Adjudicatory Council ("NAC") and then to the U.S. Securities and Exchange Commission and a U.S. Court of Appeals.

Further, the Firm 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 acceptance or rejection of this AWC.

The Firm 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

The Firm 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 the Firm; and
- C. If accepted:
 - 1. this AWC will become part of the Firm’s permanent disciplinary record and may be considered in any future actions brought by FINRA or any other regulator against the Firm;
 - 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 the subject matter thereof in accordance with FINRA Rule 8313; and
 - 4. The Firm 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. The Firm 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 my: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which FINRA is not a party.
- D. The Firm may attach a Corrective Action Statement to this AWC that is a statement of demonstrable corrective steps taken to prevent future misconduct. The Firm 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 or its staff.

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

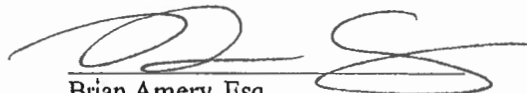
January 8 2019
Date (mm/dd/yyyy)



Hennion & Walsh, Inc.

By: AI Vermitsky

Reviewed by:




Brian Amery, Esq.
Bressler, Amery & Ross
325 Columbia Turnpike
Suite 301
Florham Park, New Jersey 07932
(973) 966-9670

Accepted by FINRA:

1/23/2019
Date

Signed on behalf of the
Director of ODA, by delegated authority



Kevin Logan
Principal Counsel
FINRA Department of Enforcement
15200 Omega Drive
Suite 300
Rockville, Maryland 20850
(301) 258-8524

SCHEDULE A

No.	Account #	Restitution Payment
1	****7486	\$102.04
2	****7315	\$102.91
3	****9489	\$1,205.91
4	****3015	\$191.21
5	****7495	\$205.37
6	****4209	\$145.04
7	****0132	\$139.65
8	****9215	\$818.78
9	****3199	\$351.03
10	****4467	\$599.91
11	****6377	\$291.89
12	****1325	\$423.24
13	****9683	\$520.76
14	****0005	\$4,595.22
15	****3239	\$301.21
16	****0011	\$138.70
17	****6391	\$109.06
18	****1473	\$230.38
19	****0567	\$103.61
20	****8445	\$209.16
21	****6815	\$250.94
22	****8482	\$517.94
23	****4293	\$771.89
24	****7013	\$616.33
25	****9728	\$231.39
26	****5386	\$331.75
27	****5625	\$356.89
28	****1535	\$206.38
29	****9874	\$1,033.62
30	****1982	\$1,454.78
31	****5845	\$322.85
32	****0181	\$130.42
33	****8445	\$108.97
34	****4343	\$101.71
35	****9900	\$10,242.49
36	****9074	\$133.28
37	****3090	\$441.15
38	****9145	\$959.17
39	****7663	\$2,110.04
40	****5820	\$522.17
41	****1028	\$251.83
42	****9060	\$285.74

43	****5840	\$381.80
44	****7330	\$414.87
45	****3974	\$196.21
46	****2265	\$184.18
47	****6917	\$425.45
48	****9254	\$148.86
49	****3753	\$458.72
50	****7384	\$141.75
51	****1724	\$123.94
52	****6865	\$937.21
53	****7062	\$246.67
54	****4950	\$425.18
55	****7208	\$265.75
56	****9248	\$801.59
57	****4893	\$359.02
58	****4086	\$283.93
59	****4203	\$287.77
60	****3324	\$109.08
61	****7883	\$611.98
62	****7401	\$170.15
63	****3077	\$1,817.01
64	****4853	\$1,446.15
65	****7466	\$380.81
66	****6124	\$172.21
67	****1580	\$454.93
68	****7586	\$183.97
69	****0240	\$1,316.80
70	****9736	\$675.34
71	****0176	\$207.10
72	****6215	\$330.97
73	****7507	\$593.81
74	****0733	\$714.17
75	****5427	\$1,810.84
76	****8231	\$3,007.04
77	****1790	\$1,321.68
78	****1791	\$502.86
79	****4676	\$1,283.42
80	****8806	\$814.16
81	****2821	\$343.37
82	****5546	\$235.53
83	****3862	\$1,137.10
84	****4236	\$262.93
85	****0505	\$1,320.89

86	****5752	\$2,011.30
87	****4632	\$176.42
88	****6119	\$848.33
89	****0492	\$119.65
90	****2347	\$1,031.60
91	****0509	\$951.67
92	****4602	\$138.56
93	****4856	\$542.10
94	****3737	\$282.26
95	****6502	\$1,441.02
96	****1217	\$362.23
97	****6184	\$349.37
98	****6629	\$134.11
99	****7002	\$11,859.89
100	****0797	\$129.04
101	****2175	\$166.22
102	****3945	\$216.71
103	****9821	\$1,718.83
104	****9059	\$880.18
105	****1267	\$238.57
106	****1769	\$536.98
107	****8308	\$722.68
108	****5972	\$184.90
109	****0783	\$864.32
110	****2964	\$117.84
111	****5145	\$111.40
112	****2143	\$324.62
113	****6664	\$230.33
114	****6892	\$135.17
115	****6937	\$132.04
116	****6471	\$150.30
117	****4793	\$111.96
118	****6084	\$1,151.05
119	****9412	\$1,851.56
120	****0991	\$1,472.96
121	****1131	\$339.42
122	****3739	\$181.66
123	****8376	\$283.00
124	****9630	\$1,481.10
125	****8563	\$1,222.81
126	****3405	\$218.15
127	****8453	\$816.80
128	****1018	\$180.86

129	****3610	\$328.88
130	****4195	\$110.16
131	****8499	\$341.32
132	****3195	\$864.44
133	****1132	\$162.64
134	****9770	\$566.23
135	****9099	\$2,415.18
136	****8299	\$225.05
137	****9190	\$805.22
138	****9820	\$116.25
139	****2129	\$140.26
140	****9540	\$2,147.29
141	****1836	\$1,206.51
142	****6536	\$276.89
143	****0198	\$1,027.46
144	****4713	\$14,892.54
145	****3194	\$158.64
146	****0856	\$105.21
147	****1459	\$414.43
148	****3308	\$998.64
149	****2273	\$873.16
150	****7276	\$253.72
151	****8408	\$215.39
152	****9396	\$703.29
153	****7180	\$1,442.81
154	****9035	\$211.94
155	****0089	\$114.36
156	****2555	\$121.64
157	****7817	\$405.08
158	****3440	\$559.74
159	****8172	\$1,447.03
160	****3799	\$188.03
161	****3233	\$390.23
162	****3076	\$707.65
163	****3647	\$3,190.58
164	****0673	\$631.04
165	****1895	\$170.15
166	****0346	\$480.13
167	****8047	\$371.67
168	****8765	\$599.21
169	****2796	\$482.91
170	****7829	\$101.71
171	****6205	\$1,741.37

172	****3110	\$207.42
173	****4840	\$100.68
174	****2253	\$141.70
175	****4793	\$243.80
176	****2639	\$423.76
177	****1001	\$164.82
178	****9903	\$877.55
179	****4713	\$337.31
180	****2124	\$2,294.19
181	****2376	\$203.99
182	****0679	\$265.87
183	****1730	\$4,463.48
184	****2846	\$3,799.53
185	****3112	\$1,773.57
186	****8489	\$227.35
187	****1227	\$336.34
188	****1900	\$100.25
189	****8100	\$531.07
190	****4891	\$633.38
191	****9640	\$277.30
192	****0644	\$229.55
193	****9717	\$355.89
194	****9953	\$615.39
195	****2838	\$227.35
196	****0910	\$3,355.87
197	****4606	\$1,387.23
198	****7295	\$401.43
199	****1847	\$10,191.37
200	****9861	\$584.41
201	****0434	\$484.52
202	****4845	\$868.65
203	****9249	\$531.08
204	****5956	\$253.75
205	****5524	\$173.69
206	****6727	\$348.71
207	****1965	\$681.54
208	****1250	\$1,285.33
209	****7242	\$360.45
210	****1281	\$138.30
211	****7174	\$105.47
212	****7840	\$433.85
213	****0084	\$829.36
214	****0123	\$146.81

215	****0072	\$210.32
216	****6469	\$183.82
217	****6515	\$493.80
218	****6422	\$150.08
219	****9639	\$421.05
220	****5752	\$114.95
221	****6047	\$420.13
222	****3670	\$720.55
223	****8133	\$668.79
224	****8886	\$352.07
225	****5665	\$419.70
226	****4418	\$1,704.57
227	****8160	\$440.06
228	****7686	\$207.08
229	****7102	\$497.01
230	****5721	\$401.95
231	****5442	\$122.85
232	****9034	\$921.69
233	****4989	\$127.24
234	****6939	\$841.41
235	****6460	\$288.93
236	****0097	\$162.59
237	****7436	\$2,898.42
238	****6958	\$1,933.74
239	****6343	\$114.10
240	****7985	\$649.41
241	****5229	\$473.71
242	****8397	\$316.86
243	****8517	\$376.37
244	****4865	\$578.55
245	****2150	\$975.79
246	****1284	\$312.25
247	****9073	\$232.71
248	****8546	\$837.81
249	****2158	\$622.10
250	****7382	\$396.81
251	****4387	\$659.43
252	****7290	\$206.61
253	****0338	\$556.07
254	****0558	\$967.93
255	****5506	\$140.29
256	****8397	\$1,508.35
257	****6532	\$376.55

258	****6030	\$676.94
259	****4408	\$459.29
260	****4143	\$364.45
261	****8720	\$615.65
262	****5841	\$233.26
263	****1203	\$508.32
264	****3306	\$160.74
265	****6320	\$358.60
266	****8868	\$413.50
267	****7213	\$279.99
268	****9896	\$133.37
269	****1903	\$1,452.61
270	****8120	\$107.34
271	****4455	\$1,268.92
272	****9521	\$380.65
273	****4504	\$359.60
274	****0776	\$1,379.03
275	****9060	\$287.19
276	****0852	\$859.75
277	****9648	\$213.81
278	****2321	\$786.33
279	****3495	\$191.79
280	****7121	\$427.83
281	****9576	\$629.21
282	****6874	\$842.70
283	****2592	\$2,887.46
284	****7781	\$159.24
285	****2660	\$115.06
286	****4133	\$387.50
287	****4283	\$300.61
288	****0121	\$166.28
289	****5913	\$748.81
290	****7576	\$5,415.36
291	****4348	\$100.09
292	****6171	\$112.39
293	****5256	\$229.80
294	****6713	\$1,672.70
295	****5911	\$2,439.15
296	****6385	\$209.05
297	****0139	\$128.07
298	****4086	\$535.46
299	****3672	\$252.73
300	****0976	\$166.98

301	****3785	\$254.54
302	****6494	\$220.69
303	****2490	\$611.20
304	****7048	\$427.51
305	****2436	\$225.95
306	****9448	\$917.50
307	****2520	\$266.46
308	****4632	\$443.25
309	****2772	\$227.38
310	****3996	\$153.34
311	****9858	\$151.11
312	****4057	\$293.02
313	****7901	\$172.26
314	****2867	\$201.06
315	****9405	\$276.89
316	****1267	\$141.64
317	****9628	\$736.10
318	****8854	\$425.91
319	****4108	\$544.12
320	****3647	\$286.34
321	****3718	\$267.43
322	****4129	\$489.80
323	****8641	\$549.62
324	****2441	\$1,658.78
325	****2928	\$1,365.88
326	****6010	\$230.82
327	****8912	\$112.41
328	****2431	\$230.79
329	****5861	\$133.30
330	****5292	\$302.40
331	****3667	\$622.26
332	****7732	\$5,251.65
333	****7196	\$2,167.22
334	****1777	\$1,540.03
335	****3172	\$172.36
336	****8387	\$181.40
337	****5040	\$866.11
338	****4214	\$101.27
339	****5388	\$423.43
340	****2634	\$228.46
341	****1415	\$918.65
342	****7811	\$157.79
343	****8279	\$213.06

344	****0138	\$170.07
345	****0799	\$390.16
346	****3891	\$202.13
347	****0996	\$1,109.74
348	****2104	\$121.76
349	****2865	\$771.43
350	****7072	\$124.53
351	****6317	\$500.61
352	****9489	\$193.58
353	****4804	\$1,669.39
354	****2034	\$452.24
355	****1340	\$625.50
356	****8854	\$178.17
357	****9119	\$178.93
358	****7338	\$101.82
359	****9515	\$802.29
360	****2186	\$129.25
361	****7876	\$243.26
362	****3348	\$153.01
363	****1657	\$196.65
364	****9809	\$101.71
365	****5264	\$374.78
366	****9664	\$260.58
367	****0272	\$137.74
368	****6873	\$398.16
369	****1775	\$1,797.48
370	****4362	\$1,039.35
371	****6513	\$1,027.86
372	****5507	\$164.69
373	****2893	\$207.12
374	****6958	\$312.14
375	****0491	\$180.13
376	****0664	\$214.70
377	****4303	\$103.55
378	****8216	\$294.94
379	****6208	\$1,939.72
380	****3693	\$410.26
381	****8188	\$931.06
382	****8046	\$111.88
383	****0131	\$141.75
384	****0986	\$744.73
385	****1703	\$210.00
386	****8844	\$288.86

387	****4476	\$308.55
388	****4969	\$393.53
389	****5377	\$281.56
390	****8923	\$680.44
391	****4518	\$360.49
392	****4263	\$376.40
393	****4418	\$433.06
394	****7166	\$3,175.45
395	****7486	\$132.58
396	****0579	\$124.09
397	****8450	\$685.53
398	****0099	\$247.81
399	****6501	\$404.79
400	****1262	\$304.77
401	****9591	\$249.02
402	****7608	\$1,250.02
403	****6114	\$159.51
404	****3985	\$471.25
405	****2090	\$158.23
406	****3804	\$475.46
407	****2451	\$1,067.84
408	****5074	\$141.66
409	****6175	\$497.94
410	****7311	\$292.44
411	****6112	\$132.25
412	****6292	\$331.08
413	****4093	\$137.80
414	****3808	\$1,479.65
415	****1285	\$232.01
416	****2500	\$1,228.07
417	****4554	\$249.07
418	****6761	\$632.93
419	****5394	\$201.32
420	****3486	\$309.42
421	****0278	\$229.97
422	****1912	\$101.71
423	****7188	\$506.84
424	****8716	\$137.98
425	****1093	\$671.88
426	****9130	\$488.97
427	****3180	\$1,124.44
428	****9419	\$138.57
429	****5079	\$1,182.54

430	****7052	\$614.27
431	****7272	\$164.79
432	****1150	\$106.03
433	****2971	\$230.19
434	****9122	\$257.83
435	****6051	\$506.22
436	****6205	\$1,598.52
437	****3640	\$291.72
438	****7679	\$195.93
Total:		\$305,438.83