

**FINANCIAL INDUSTRY REGULATORY AUTHORITY
LETTER OF ACCEPTANCE, WAIVER AND CONSENT
NO. 2016047566601**

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

RE: GWN Securities, Inc., Respondent
FINRA Member Firm
BD No. 128929

Pursuant to FINRA Rule 9216 of FINRA's Code of Procedure, GWN Securities, Inc. ("GWN") 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 GWN alleging violations based on the same factual findings described herein.

I.

ACCEPTANCE AND CONSENT

- A. GWN 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

GWN has been a FINRA member firm since January 20, 2004. GWN is headquartered in Palm Beach Gardens, Florida and has over 650 registered persons located in over 300 branch offices. GWN is an introducing firm and clears its transactions through Pershing, LLC. GWN does not have a relevant disciplinary history.

OVERVIEW

During the period from March 1, 2011 through February 29, 2016 (the "UIT Period"), GWN failed to identify and apply sales charge discounts to certain customers with eligible purchases of unit investment trusts ("UITs"), in violation of FINRA Rule 2010. In addition, GWN failed to establish, maintain and enforce a supervisory system and written supervisory procedures ("WSPs") reasonably designed to ensure customers received sales charge discounts on all eligible UIT purchases and to monitor short-term trading in UITs, in violation of NASD Conduct Rules 3010(a) and 3010(b) (for conduct prior to December 1, 2014) and FINRA Rules 3110(a), 3110(b) (for conduct commencing on or after December 1, 2014) and 2010.

Moreover, from August 30, 2014 through February 29, 2016 (the "VA Period"), GWN failed to establish and maintain a supervisory system and failed to establish, maintain and enforce WSPs reasonably designed to identify and determine if any of their registered representatives had inappropriate rates of variable annuity ("VA") exchanges, in violation of FINRA Rule 2330(d), NASD Conduct Rule 3010 (for conduct prior to December 1, 2014), and FINRA Rules 3110 (for conduct commencing on or after December 1, 2014) and 2010.

FACTS AND VIOLATIVE CONDUCT

Background

A UIT is a type of Investment Company that issues securities, typically called “units,” representing undivided interests in a relatively fixed portfolio of securities. UITs are generally issued by a sponsor that assembles the UIT’s portfolio of securities, deposits the securities in a trust, and sells units of the UIT in a public offering. UIT units are redeemable securities that are issued for a specific term, and entitle an investor to receive his or her proportionate share of the UIT’s net assets on redemption or at termination.

UIT sponsors offer investors a variety of ways to reduce the sales fee charged on a UIT purchase. The two most common methods to reduce the fee are “breakpoints,” which allow investors to reduce the sales fee by increasing the size of their UIT investments, and discounts on “rollovers” and “exchanges”¹ (collectively “sales charge discounts”).

On March 30, 2004, FINRA issued Notice to Members 04-26, *Unit Investment Trust Sales*, which reminded broker-dealers that they should develop and implement procedures to ensure customers receive available sales charge discounts for UITs. The Notice further stated that UIT transactions must take place “on the most advantageous terms available to the customer” and that it is the firm’s responsibility to “take appropriate steps to ensure that they and their employees understand, inform customers about, and apply correctly any applicable price breaks available to customers in connection with UITs.”

GWN Failed to Identify and Apply Sales Charge Discounts for UIT Purchases

During the UIT Period, GWN failed to identify and apply sales charge discounts to certain customers’ eligible purchases of UITs. Specifically, GWN failed to apply sales charge discounts to 340 eligible UIT purchase transactions resulting in customers paying excessive sales charges of \$72,715.82. Many of GWN’s UIT sales with missed discounts involved rollovers.

By virtue of the foregoing, GWN violated FINRA Rule 2010.

Supervision of UIT Transactions

Also during the UIT Period, GWN failed to establish, maintain and enforce a supervisory system and WSPs reasonably designed to ensure that customers received sales charge discounts on all eligible UIT purchases and to monitor short-term trading in UITs. In fact, during the UIT Period, while GWN’s WSPs addressed UITs, they did not provide guidance on the proper calculation and application of sales charge discounts for UIT purchases and did not include any language specific to rollover discounts. Additionally, across approximately 50 accounts, at least one GWN representative recommended short-term trading of UITs to his customers, resulting in an average holding period of 205 days.

¹ UIT rollover and exchange discounts are generally offered to investors who use the redemption or termination proceeds from one UIT to purchase another UIT, either from the same UIT series (rollover) or a different UIT (an exchange). Generally, in order to receive the rollover or exchange discount, proceeds used to purchase the UIT must have come from a UIT transaction that occurred within the previous 30 days. In both rollovers and exchanges, the customer generally receives a discount of 1% of the public offering price.

By virtue of the foregoing, GWN violated NASD Conduct Rules 3010(a) and 3010(b) (for conduct prior to December 1, 2014) and FINRA Rules 3110(a), 3110(b) (for conduct commencing on or after December 1, 2014) and 2010.

Supervision of VA Exchange Transactions

FINRA Rule 2330(d) requires firms to: “(1) implement surveillance procedures to determine if any of the member's associated persons have rates of effecting deferred variable annuity exchanges that raise for review whether such rates of exchanges evidence conduct inconsistent with the applicable provisions of this Rule, other applicable FINRA rules, or the federal securities laws (“inappropriate exchanges”) and (2) have policies and procedures reasonably designed to implement corrective measures to address inappropriate exchanges and the conduct of associated persons who engage in inappropriate exchanges.”

During the VA Period, GWN failed to establish and maintain a supervisory system and failed to establish, maintain and enforce WSPs reasonably designed to identify and determine if any of their registered representatives had inappropriate rates of VA exchanges. GWN had numerous representatives with high percentages of VA exchanges to their overall VA transactions. Yet GWN manually reviewed VA exchanges as part of its suitability review of VA transactions and conducted only a one-month lookback of VA transactions. GWN's WSPs failed to document the one-month lookback process; GWN failed to track any trend analysis or have any surveillance report that would have identified high rates of exchanges by individual representatives; and had no system or procedures to maintain historic information about rates of VA exchanges.

By virtue of the foregoing, GWN violated FINRA Rule 2330(d), NASD Conduct Rule 3010 (for conduct prior to December 1, 2014), and FINRA Rules 3110 (for conduct commencing on or after December 1, 2014) and 2010.

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

- Censure;
- Fine of \$100,000;
- Restitution to the affected customers in the total amount of \$72,715.82; and
- An undertaking that a duly authorized person on behalf of GWN will submit to FINRA Enforcement, within 30 days of the issuance of this AWC, a written certification indicating that GWN has reviewed and revised its WSPs to ensure customers receive sales charge discounts on all eligible UIT purchases, to monitor short-term trading in UITs and to implement procedures to identify and monitor high rates of VA exchanges by individual representatives, in order to achieve compliance with FINRA Rules.

GWN agrees to pay the monetary sanctions upon notice that this AWC has been accepted and that such payments are due and payable. GWN 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** hereto in the total amount of \$72,715.82, 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 the date of the misconduct until the date this AWC is accepted by the NAC.

A registered principal on behalf of GWN shall submit satisfactory proof of payment of restitution or of reasonable and documented efforts undertaken to effect restitution. Such proof shall be submitted to William Brice LaHue, One Securities Centre, 3490 Piedmont Road, NE, Suite 500,

Atlanta, GA 30305, either by letter that identifies GWN Securities, Inc., and this Matter No. 2016047566601, or by email from a work-related account of the registered principal of GWN 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 GWN 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, GWN shall forward any undistributed restitution and interest to the appropriate escheat, unclaimed property or abandoned property fund for the state in which the customer is last known to have resided. GWN 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 imposition of a restitution order or any other monetary sanctions herein, and the timing of such ordered payments, does not preclude customers from pursuing their own actions to obtain restitution or other remedies.

GWN specifically and voluntarily waives any right to claim that it is unable to pay, now or at any time hereafter, the monetary sanctions imposed in this matter.

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

II.

WAIVER OF PROCEDURAL RIGHTS

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

- A. To have a Complaint issued specifying the allegations against GWN;
- 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, GWN 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.

GWN 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.

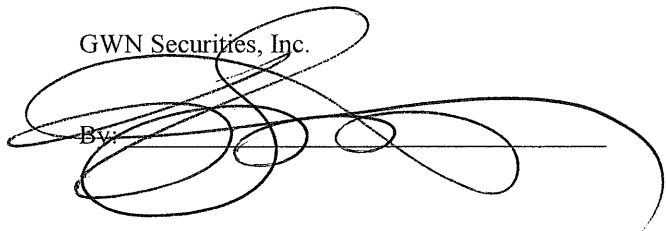
III.
OTHER MATTERS

GWN 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 GWN; and
- C. If accepted:
 - 1. This AWC will become part of GWN's permanent disciplinary record and may be considered in any future actions brought by FINRA or any other regulator against GWN;
 - 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. GWN 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. GWN 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 GWN's: (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. GWN may attach a Corrective Action Statement to this AWC that is a statement of demonstrable corrective steps taken to prevent future misconduct. GWN 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 has been given a full opportunity to ask questions about it; that GWN 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.

2.14.2018
Date

GWN Securities, Inc.
By: 

Accepted by FINRA:

February 20, 2018
Date

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

William Brice La Hue (md)
William Brice La Hue, Senior Regional Counsel
FINRA, Department of Enforcement
One Securities Centre, Suite 500
3490 Piedmont Road, N.E.
Atlanta, Georgia 30305
(404) 239-6111; Fax: (404) 264-1586
E-Mail: brice.lahue@finra.org
teresa.reich@finra.org (senior paralegal)

**ATTACHMENT A
SCHEDULE OF RESITUTION**

No.	Account Number	Transaction Date	Money Owed
1	*0392	07/01/15	\$78.15
2	*0392	07/01/15	\$227.50
3	*0392	07/01/15	\$230.00
TOTAL			\$535.65
4	*0542	04/13/11	\$670.00
5	*0542	04/15/11	\$63.00
6	*0542	09/25/12	\$620.59
7	*0542	05/16/13	\$607.50
TOTAL			\$1,961.09
8	*0766	07/22/11	\$439.46
9	*0766	04/03/12	\$335.25
10	*0766	12/19/13	\$408.62
11	*0766	07/08/15	\$432.69
TOTAL			\$1,616.01
12	*0881	11/21/11	\$281.69
TOTAL			\$281.69
13	*1060	07/24/12	\$283.78
14	*1060	03/20/13	\$288.75
15	*1060	09/20/13	\$213.27
TOTAL			\$785.79
16	*1161	02/25/14	\$56.23
17	*1161	06/19/14	\$87.04
18	*1161	10/20/14	\$151.84
19	*1161	02/03/15	\$67.92
20	*1161	02/03/15	\$68.25
TOTAL			\$431.29
21	*1179	02/25/14	\$49.87
22	*1179	09/18/14	\$120.32
23	*1179	02/03/15	\$47.06
24	*1179	02/03/15	\$47.07
TOTAL			\$264.32
25	*1187	09/14/12	\$172.48
26	*1187	10/02/13	\$264.96
27	*1187	12/05/13	\$389.50
28	*1187	02/25/14	\$302.39
29	*1187	06/19/14	\$152.32
30	*1187	09/18/14	\$1,660.30
31	*1187	10/20/14	\$449.54
32	*1187	10/20/14	\$451.71
33	*1187	02/03/15	\$154.81
34	*1187	02/03/15	\$208.64
35	*1187	04/15/15	\$100.55
36	*1187	04/15/15	\$101.00
37	*1187	04/15/15	\$911.58
38	*1187	08/26/15	\$260.78
39	*1187	08/26/15	\$263.83
TOTAL			\$5,844.37
40	*1195	02/24/14	\$90.73
41	*1195	02/03/15	\$88.28
42	*1195	02/03/15	\$90.83
TOTAL			\$269.83

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No.	Account Number	Transaction Date	Money Owed
43	*1201	09/14/11	\$64.97
44	*1201	09/14/11	\$106.75
45	*1201	03/19/12	\$477.10
46	*1201	09/21/12	\$216.80
47	*1201	10/17/12	\$29.52
48	*1201	08/02/13	\$177.44
TOTAL			\$1,072.59
49	*1367	08/25/11	\$74.90
TOTAL			\$74.90
50	*1525	09/25/12	\$139.86
51	*1525	08/07/13	\$160.67
52	*1525	07/15/14	\$81.14
53	*1525	07/15/14	\$81.62
54	*1525	07/15/14	\$83.05
55	*1525	01/14/15	\$130.00
TOTAL			\$676.35
56	*1756	03/08/11	\$447.49
57	*1756	08/23/12	\$456.89
58	*1756	10/25/12	\$31.65
59	*1756	10/25/12	\$405.54
60	*1756	05/23/13	\$585.00
61	*1756	03/13/14	\$43.39
62	*1756	02/03/15	\$112.64
63	*1756	02/03/15	\$602.88
TOTAL			\$2,685.47
64	*1857	03/20/15	\$338.67
65	*1857	11/30/15	\$301.50
TOTAL			\$640.17
66	*1907	05/23/13	\$302.50
67	*1907	11/25/13	\$100.51
TOTAL			\$403.01
68	*1939	03/19/12	\$17.62
69	*1939	02/24/14	\$24.51
TOTAL			\$42.13
70	*1947	03/20/12	\$61.07
71	*1947	02/24/14	\$63.52
TOTAL			\$124.58
72	*1956	09/23/11	\$97.20
73	*1956	03/23/12	\$114.55
74	*1956	03/19/13	\$22.26
TOTAL			\$234.01
75	*1963	07/30/15	\$116.35
TOTAL			\$116.35
76	*1964	03/25/14	\$300.73
77	*1964	03/25/14	\$300.76
78	*1964	10/31/14	\$368.44
79	*1964	10/31/14	\$503.00

**ATTACHMENT A
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No.	Account Number	Transaction Date	Money Owed
80	*1964	10/31/14	\$1,045.45
81	*1964	05/26/15	\$332.70
82	*1964	11/06/15	\$245.23
83	*1964	11/06/15	\$248.90
TOTAL			\$3,345.21
84	*2134	05/18/12	\$201.47
85	*2134	05/24/13	\$214.33
TOTAL			\$415.80
86	*2417	09/06/11	\$76.30
87	*2417	10/25/12	\$114.08
88	*2417	03/14/13	\$37.50
TOTAL			\$227.88
89	*2432	02/17/12	\$537.29
TOTAL			\$537.29
90	*2457	09/25/12	\$447.19
91	*2457	05/16/13	\$438.75
TOTAL			\$885.94
92	*2508	12/22/11	\$19.22
93	*2508	10/25/12	\$785.56
94	*2508	03/14/13	\$406.50
95	*2508	12/04/13	\$288.09
96	*2508	06/17/14	\$398.40
TOTAL			\$1,897.78
97	*2763	05/18/12	\$388.91
98	*2763	11/27/12	\$378.77
TOTAL			\$767.68
99	*2812	03/25/14	\$200.85
100	*2812	04/16/14	\$60.30
101	*2812	04/25/14	\$59.95
102	*2812	04/25/14	\$99.90
103	*2812	04/25/14	\$147.70
104	*2812	07/25/14	\$107.63
105	*2812	07/25/14	\$107.80
106	*2812	07/25/14	\$109.62
107	*2812	09/17/14	\$159.52
TOTAL			\$1,053.27
108	*2855	02/11/11	\$50.05
109	*2855	02/11/11	\$50.23
110	*2855	01/25/12	\$129.53
111	*2855	07/24/12	\$362.42
112	*2855	08/06/13	\$390.61
113	*2855	01/14/15	\$240.00
114	*2855	01/30/15	\$172.29
115	*2855	08/26/15	\$187.27
TOTAL			\$1,582.39
116	*2861	12/08/11	\$29.60
TOTAL			\$29.60
117	*2987	05/18/12	\$438.75
118	*2987	12/26/13	\$150.10
TOTAL			\$588.85

**ATTACHMENT A
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No.	Account Number	Transaction Date	Money Owed
119	*3166	10/24/11	\$89.61
120	*3166	08/23/12	\$92.12
121	*3166	05/24/13	\$88.81
122	*3166	01/21/14	\$59.09
123	*3166	01/21/14	\$59.91
TOTAL			\$389.56
124	*3176	02/24/12	\$139.29
125	*3176	04/25/12	\$108.75
TOTAL			\$248.04
126	*3259	07/26/11	\$103.31
127	*3259	07/26/12	\$91.09
128	*3259	11/25/13	\$88.24
129	*3259	07/21/15	\$74.89
TOTAL			\$357.53
130	*3341	07/26/11	\$96.79
131	*3341	07/26/12	\$85.08
132	*3341	11/25/13	\$83.05
133	*3341	07/21/15	\$87.03
TOTAL			\$351.96
134	*3371	10/18/13	\$82.53
135	*3371	10/18/13	\$84.37
136	*3371	03/24/14	\$69.39
137	*3371	03/24/14	\$69.52
138	*3371	07/25/14	\$72.56
139	*3371	07/25/14	\$99.72
140	*3371	07/25/14	\$99.75
141	*3371	10/20/14	\$150.41
142	*3371	01/14/15	\$115.00
143	*3371	09/17/15	\$98.91
TOTAL			\$942.15
144	*3390	12/22/11	\$96.49
145	*3390	10/25/12	\$102.23
146	*3390	12/19/13	\$111.34
147	*3390	07/08/15	\$114.03
TOTAL			\$424.10
148	*3589	03/07/13	\$520.00
149	*3589	11/26/13	\$68.76
150	*3589	11/26/13	\$74.50
151	*3589	11/26/13	\$77.10
152	*3589	11/26/13	\$81.10
153	*3589	11/26/13	\$333.13
154	*3589	11/27/13	\$74.50
155	*3589	05/06/15	\$124.22
156	*3589	09/17/15	\$288.02
157	*3589	09/17/15	\$292.12
158	*3589	09/17/15	\$292.93
TOTAL			\$2,226.39
159	*3605	12/05/12	\$38.47
160	*3605	03/08/13	\$59.90
161	*3605	08/06/13	\$64.86
162	*3605	10/17/13	\$156.42

**ATTACHMENT A
SCHEDULE OF RESITUTION**

No.	Account Number	Transaction Date	Money Owed
163	*3605	02/18/14	\$59.99
164	*3605	02/18/14	\$61.00
165	*3605	03/25/14	\$150.38
166	*3605	06/18/14	\$94.41
167	*3605	07/28/14	\$41.80
168	*3605	07/28/14	\$41.85
TOTAL			\$769.07
169	*3613	08/07/13	\$32.80
TOTAL			\$32.80
170	*3712	12/19/12	\$154.63
171	*3712	01/23/13	\$76.88
172	*3712	12/04/13	\$30.75
173	*3712	12/04/13	\$74.60
174	*3712	12/04/13	\$75.80
175	*3712	12/04/13	\$76.40
176	*3712	12/04/13	\$80.20
177	*3712	07/28/14	\$108.60
178	*3712	07/29/14	\$48.78
179	*3712	09/17/14	\$136.28
180	*3712	01/28/15	\$87.89
181	*3712	01/28/15	\$87.91
182	*3712	01/28/15	\$88.56
183	*3712	07/28/15	\$383.45
TOTAL			\$1,510.74
184	*3721	07/22/11	\$386.88
185	*3721	09/23/11	\$195.48
186	*3721	04/24/12	\$154.34
187	*3721	08/16/12	\$200.40
188	*3721	03/08/13	\$321.00
189	*3721	08/12/13	\$92.50
190	*3721	03/14/14	\$145.60
191	*3721	10/27/15	\$64.25
192	*3721	10/27/15	\$253.01
TOTAL			\$1,813.46
193	*3793	11/25/14	\$181.72
TOTAL			\$181.72
194	*3994	02/11/11	\$50.05
195	*3994	02/11/11	\$50.23
196	*3994	01/25/12	\$88.66
197	*3994	07/24/12	\$349.14
198	*3994	08/06/13	\$382.50
199	*3994	07/14/14	\$197.51
200	*3994	07/14/14	\$198.72
201	*3994	07/14/14	\$218.16
202	*3994	01/15/15	\$270.54
203	*3994	08/26/15	\$187.27
TOTAL			\$1,992.78
204	*4181	05/01/14	\$314.37
TOTAL			\$314.37
205	*4199	05/01/14	\$264.47
TOTAL			\$264.47

**ATTACHMENT A
SCHEDULE OF RESITUTION**

No.	Account Number	Transaction Date	Money Owed
206	*4836	07/25/11	\$227.40
207	*4836	10/24/11	\$515.45
208	*4836	08/23/12	\$526.95
209	*4836	05/24/13	\$503.52
210	*4836	01/21/14	\$29.85
211	*4836	01/21/14	\$30.27
212	*4836	01/21/14	\$119.08
213	*4836	01/21/14	\$120.34
214	*4836	01/21/14	\$296.59
215	*4836	07/24/14	\$50.05
216	*4836	11/03/15	\$265.46
TOTAL			\$2,684.97
217	*5007	12/07/11	\$29.64
218	*5007	12/07/11	\$392.73
219	*5007	02/22/12	\$81.40
220	*5007	03/13/12	\$458.64
221	*5007	08/07/12	\$312.00
222	*5007	08/21/12	\$191.62
223	*5007	12/12/12	\$733.46
224	*5007	04/09/13	\$1,875.00
TOTAL			\$4,074.49
225	*5152	02/21/14	\$79.18
226	*5152	02/21/14	\$79.28
227	*5152	02/21/14	\$79.43
228	*5152	02/21/14	\$79.44
229	*5152	02/21/14	\$79.95
230	*5152	07/09/15	\$329.40
231	*5152	11/24/15	\$95.09
TOTAL			\$821.78
232	*5401	02/06/14	\$965.75
233	*5401	04/22/14	\$49.40
234	*5401	04/22/14	\$50.10
235	*5401	04/22/14	\$96.89
236	*5401	04/22/14	\$99.67
237	*5401	04/22/14	\$99.68
238	*5401	04/22/14	\$244.21
239	*5401	07/28/14	\$86.85
240	*5401	07/28/14	\$99.25
241	*5401	07/28/14	\$198.55
242	*5401	07/29/14	\$100.10
243	*5401	09/16/14	\$303.60
244	*5401	10/20/14	\$305.23
245	*5401	10/20/14	\$315.85
246	*5401	10/28/14	\$373.53
247	*5401	01/14/15	\$275.00
248	*5401	01/29/15	\$165.50
249	*5401	01/29/15	\$166.32
250	*5401	01/29/15	\$167.96
251	*5401	02/19/15	\$200.78
252	*5401	04/13/15	\$159.43
253	*5401	08/25/15	\$157.44

**ATTACHMENT A
SCHEDULE OF RESITUATION**

No.	Account Number	Transaction Date	Money Owed
254	*5401	08/25/15	\$161.88
255	*5401	10/27/15	\$448.56
TOTAL			\$5,291.53
256	*5550	09/17/14	\$485.88
TOTAL			\$485.88
257	*5584	03/14/14	\$327.96
258	*5584	10/27/15	\$44.72
259	*5584	10/27/15	\$202.02
TOTAL			\$574.69
260	*6400	05/28/14	\$51.61
261	*6400	05/28/14	\$51.80
262	*6400	05/28/14	\$202.00
263	*6400	05/28/14	\$202.15
TOTAL			\$507.56
264	*6467	07/21/14	\$116.93
265	*6467	07/21/14	\$234.00
266	*6467	07/21/14	\$235.55
267	*6467	07/21/14	\$351.56
268	*6467	06/26/15	\$58.47
269	*6467	06/26/15	\$59.53
TOTAL			\$1,056.03
270	*6475	07/21/14	\$116.93
271	*6475	07/21/14	\$234.00
272	*6475	07/21/14	\$235.55
273	*6475	07/21/14	\$351.56
274	*6475	06/26/15	\$111.62
275	*6475	06/26/15	\$114.02
TOTAL			\$1,163.67
276	*6665	10/29/14	\$26.50
277	*6665	10/29/14	\$26.66
278	*6665	10/29/14	\$82.88
279	*6665	04/29/15	\$129.67
280	*6665	04/29/15	\$145.15
TOTAL			\$410.85
281	*6821	03/21/12	\$132.12
282	*6821	12/10/12	\$128.11
283	*6821	12/04/13	\$69.91
284	*6821	07/29/14	\$48.78
285	*6821	09/17/14	\$50.70
TOTAL			\$429.61
286	*7027	09/16/14	\$40.91
287	*7027	12/17/14	\$47.86
TOTAL			\$88.76
288	*7167	01/14/11	\$313.28
289	*7167	01/25/12	\$225.75
290	*7167	05/18/12	\$215.86
291	*7167	03/18/13	\$110.83

**ATTACHMENT A
SCHEDULE OF RESITUTION**

No.	Account Number	Transaction Date	Money Owed
292	*7167	11/27/13	\$51.87
TOTAL			\$917.59
293	*7688	09/17/15	\$32.27
TOTAL			\$32.27
294	*7753	03/13/14	\$420.78
295	*7753	01/15/15	\$432.10
TOTAL			\$852.88
296	*8423	01/14/11	\$445.88
297	*8423	01/25/12	\$421.29
298	*8423	05/18/12	\$417.69
299	*8423	03/18/13	\$212.13
300	*8423	11/27/13	\$118.56
301	*8423	01/21/14	\$412.10
302	*8423	11/24/15	\$145.14
TOTAL			\$2,172.78
303	*8868	03/06/13	\$502.20
304	*8868	03/07/13	\$490.88
305	*8868	04/22/15	\$139.42
306	*8868	04/23/15	\$302.10
307	*8868	04/23/15	\$302.18
308	*8868	04/23/15	\$482.79
TOTAL			\$2,219.56
309	*8976	03/20/14	\$338.35
310	*8976	01/30/15	\$163.52
TOTAL			\$501.87
311	*9074	08/02/13	\$59.52
312	*9074	03/13/14	\$371.46
313	*9074	01/15/15	\$320.64
TOTAL			\$751.62
314	*9081	01/12/11	\$441.87
315	*9081	01/12/11	\$449.88
316	*9081	09/26/11	\$633.56
TOTAL			\$1,525.31
317	*9262	02/24/12	\$475.52
318	*9262	06/25/13	\$130.30
319	*9262	08/08/13	\$150.75
320	*9262	12/05/13	\$330.60
321	*9262	03/25/14	\$159.65
322	*9262	03/25/14	\$160.22
323	*9262	10/31/14	\$374.10
324	*9262	10/31/14	\$435.40
325	*9262	10/31/14	\$550.25
326	*9262	11/06/15	\$188.49
327	*9262	11/06/15	\$190.55
TOTAL			\$3,145.83
328	*9470	06/25/12	\$25.23
329	*9470	12/26/13	\$46.97
330	*9470	06/12/14	\$43.99
331	*9470	07/25/14	\$51.68
332	*9470	09/17/14	\$50.85
TOTAL			\$218.72

**ATTACHMENT A
SCHEDULE OF RESITUTION**

No.	Account Number	Transaction Date	Money Owed
333	*9603	07/28/11	\$351.91
334	*9603	03/22/12	\$131.76
335	*9603	03/23/12	\$60.55
336	*9603	05/25/12	\$177.57
337	*9603	09/21/12	\$120.60
338	*9603	03/13/14	\$233.66
339	*9603	09/16/14	\$101.82
340	*9603	10/27/15	\$399.25
TOTAL			\$1,577.12
TOTAL RESTITUTION			\$72,715.82