

**FINANCIAL INDUSTRY REGULATORY AUTHORITY
LETTER OF ACCEPTANCE, WAIVER, AND CONSENT
NO. 2021070609801**

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

RE: The Oak Ridge Financial Services Group, Inc. (Respondent)
Member Firm
CRD No. 42941

Pursuant to FINRA Rule 9216, Respondent The Oak Ridge Financial Services Group, 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

Oak Ridge has been a FINRA member since 1997. The firm offers wealth management and investment banking services and has 57 registered representatives operating from two branches in Minnesota.¹

In August 2018, FINRA found that, from July to September 2016, Oak Ridge effected seven corporate bond transactions at prices that were not fair to the customers, in violation of FINRA Rules 2121 and 2010. Additionally, the firm's written supervisory procedures were not reasonably designed to achieve compliance with FINRA Rule 2121, in violation of FINRA Rules 3110 and 2010. The firm consented to a censure, a \$17,500 fine, restitution of \$4,956.25 plus interest, and an undertaking to revise its written supervisory procedures.

In June 2007, NASD found that, from April to December 2003, Oak Ridge effected 29 corporate bond transactions with customers at unfair prices, in violation of NASD Rules 2440 (the predecessor to FINRA Rule 2121) and 2110 (the predecessor to FINRA Rule 2010). Additionally, the firm's supervisory system was not reasonably designed to achieve compliance with NASD Rule 2440, in violation of NASD Rules 2110 and 3010 (the predecessor to FINRA Rule 3110). The firm consented to a censure, fines of \$22,000

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

for the fair pricing violation and \$15,000 for the supervision violation, restitution of \$5,005 plus interest, and an undertaking to revise its written supervisory procedures.

OVERVIEW

Between April 2020 and January 2024, Oak Ridge effected 89 corporate bond transactions with its customers at unfair prices because the firm used the incorrect prevailing market price of the bond. Additionally, in 27 corporate bond transactions where the firm used the correct prevailing market price, its mark-up or mark-down was unfair compared to similar corporate bond transactions. Accordingly, Oak Ridge violated FINRA Rules 2121 and 2010. During the time period of September 2018 and January 2024, the firm failed to establish and maintain a supervisory system, including written supervisory procedures, reasonably designed to achieve compliance with its fair pricing obligations in violation of FINRA Rules 3110 and 2010.

FACTS AND VIOLATIVE CONDUCT

This matter originated from reviews by FINRA's Department of Market Regulation.

Between April 2020 and January 2024, Oak Ridge charged unfair prices in 116 corporate bond transactions.

FINRA Rule 2121 provides, “[i]n securities transactions ... if a member buys for his own account from his customer, or sells for his own account to his customer, he shall buy or sell at a price which is fair, taking into consideration all relevant circumstances, including market conditions with respect to such security at the time of the transaction, the expense involved, and the fact that he is entitled to a profit...”

FINRA Rule 2121 Supplementary Material .01 (FINRA Rule 2121.01) provides that the long-standing guideline of five percent for determining whether a markup is unfair “is a guide, not a rule,” and that markups of less than five percent may be considered unfair, depending on the circumstances. Factors that member firms should consider in determining the fairness of a mark-up include: (i) the type of security involved; (ii) the availability of the security in the market; (iii) the price of the security; and (iv) the size of the transaction.

FINRA Rule 2121 Supplementary Material .02 (FINRA Rule 2121.02) requires that a dealer acting in a principal capacity in a transaction with a customer and charging a mark-up or mark-down to the customer must mark-up or mark-down the transaction from the prevailing market price. The prevailing market price for a debt security is presumptively the dealer's contemporaneous cost as incurred, or contemporaneous proceeds as obtained, for that security. Where the dealer's cost or proceeds are no longer contemporaneous, to determine the prevailing market price of a security, FINRA Rule 2121.02(b)(5) requires the member to consider the following types of pricing information in the order listed:

- (A) prices of any contemporaneous inter-dealer transactions in the security in question;

- (B) in the absence of transactions described in (A), prices of contemporaneous dealer purchases (sales) in the security in question from (to) institutional accounts with which any dealer regularly effects transactions in the same security; or
- (C) in the absence of transactions described in (A) and (B), for actively traded securities, contemporaneous inter-dealer bid (offer) quotations for the security in question made through an inter-dealer mechanism, through which transactions generally occur at the displayed quotations.

A violation of FINRA Rule 2121 also constitutes a violation of FINRA Rule 2010, which requires member firms to observe high standards of commercial honor and just and equitable principles of trade in the conduct of their business.

In 89 corporate bond transactions between April 2020 and January 2024, where the firm's costs or proceeds were no longer contemporaneous, the firm failed to consider the appropriate pricing information, as identified in FINRA Rule 2121.02(b)(5), to determine the prevailing market price of the bond. The firm relied solely on inter-dealer quotes to determine the prevailing market price and failed to consider when a contemporaneous inter-dealer transaction or institutional customer transaction price was available. By failing to correctly assess the prevailing market price in 89 corporate bond transactions during the relevant period, the firm caused its customers to pay more than they should have or receive less than they should have in transactions with the firm, resulting in customer harm in the amount of \$50,294.94, as identified on Attachment A.

For example, on August 5, 2020, Oak Ridge bought fifty bonds in CUSIP 05518VAA3 from a customer and determined the prevailing market price to be 92.75 based on a quote it obtained around the time of the trade. The firm applied a one point mark-down and paid the customer 91.75 for the bonds. However, there was an inter-dealer transaction of a similar size at a price of 95.178 that took place before the firm's purchase on the same day. Had the firm correctly identified 95.178 as the prevailing market price and applied the same one point mark-down, the firm would have instead paid the customer 94.178 for the bonds. As a result of Oak Ridge's failure to accurately identify the prevailing market price of the bond, the firm underpaid the customer 2.428 per bond for the bonds purchased, resulting in harm to the customer of \$1,214.

In addition, in 27 corporate bond transactions where the firm did use the correct prevailing market price, it imposed a mark-up or mark-down that was unfair to the customer. The mark-ups and mark-downs charged, which ranged from 2.088% to 4.938%, were not fair and reasonable compared to other contemporaneous mark-ups and mark-downs of similar bonds, taking into consideration all relevant factors, including the type of security involved, the availability of the security in the market, the price of the security, and the size of the transaction. As a result, the customers suffered harm in the amount of \$18,562.75, as identified on Attachment B.

Therefore, Oak Ridge violated FINRA Rules 2121 and 2010.

Between September 2018 and January 2024, Oak Ridge failed to establish and maintain a supervisory system, including written supervisory procedures, reasonably designed to achieve compliance with fair pricing rules.

FINRA Rule 3110(a) requires a member firm to establish and maintain a system to supervise the activities of each associated person that is reasonably designed to achieve compliance with applicable securities laws and regulations, and with applicable FINRA rules. FINRA Rule 3110(b) requires a member firm to establish, maintain, and enforce written procedures to supervise the types of business in which it engages and the activities of its associated persons that are reasonably designed to achieve compliance with applicable securities laws and regulations, and with applicable FINRA rules. A violation of FINRA Rule 3110 is also a violation of FINRA Rule 2010.

Between September 2018 and January 2024, the firm's supervisory system and written supervisory procedures were not reasonably designed to achieve compliance with FINRA Rule 2121. First, the firm's written supervisory procedures did not include any process for determining the prevailing market price in accordance with FINRA Rule 2121.02(b)(5). Second, the written supervisory procedures unreasonably gave representatives unilateral discretion to set mark-ups or mark-downs of corporate bonds at or below five percent, even though that level of mark-up or mark-down was not always fair in light of all relevant circumstances. Third, because the firm set thresholds for supervisory review at unreasonably high mark-up and mark-down levels, most of the corporate bond trades at issue were automatically bulk-approved and not reviewed by a supervisor. Finally, the firm's supervisory reviews considered only the portion of the mark-up or mark-down attributable to the registered representative and not other portions of the mark-up or mark-down, such as the portion attributable to the firm's trading desk.

In January 2024, the firm implemented a revised set of written supervisory procedures to address the deficiencies identified above.

By failing to have a supervisory system and written supervisory procedures reasonably designed to achieve compliance with FINRA Rule 2121, Oak Ridge violated FINRA Rules 3110 and 2010.

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

- a censure;
- a \$270,000 fine; and
- restitution to the customers, listed on Attachments A and B, in the amount of \$68,857.69 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. 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 Attachments A and B to this AWC (Eligible Customers) in the total amount of \$68,857.69, 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 each relevant transaction 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 be 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 National Adjudicatory Council (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

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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.

September 27, 2024

Date

Russell S. King

The Oak Ridge Financial Services Group, Inc.
Respondent

Print Name: Russell S. King

Title: CEO

Reviewed by:

Philip Colton

Philip T. Colton
Counsel for Respondent
Winthrop & Weinstine, P.A.
Capella Tower
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402

Accepted by FINRA:

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

September 27, 2024

Date

Sathish Dhandayutham

Sathish Dhandayutham
Principal Counsel
FINRA Department of Enforcement
Gira Building, 9509 Key West Avenue
Rockville, MD 20850
Phone: (301) 258-8505
Fax: (301) 527-4854
sathish.dhandayutham@finra.org

Attachment A

Trade No.	CUSIP	Trade Date	Trade Time	Bought / Sold	Volume	Restitution Amount
1	58551TAA5	04/15/2020	12:57:00	B	30,000	\$447.90
2	05518VAA3	04/15/2020	13:06:00	B	30,000	\$525.00
3	58551TAA5	04/15/2020	13:22:00	B	139,000	\$2,075.27
4	58551TAA5	04/27/2020	14:47:00	S	16,000	\$219.68
5	58551TAA5	04/27/2020	15:58:00	S	25,000	\$374.50
6	369604BM4	05/14/2020	12:26:00	S	15,000	\$607.50
7	500255AV6	05/07/2020	12:50:00	S	65,000	\$975.00
8	86800XAA6	06/22/2020	19:44:00	B	125,000	\$3,593.75
9	05518VAA3	06/26/2020	11:06:00	S	42,000	\$774.90
10	05518VAA3	06/26/2020	14:45:00	S	54,000	\$1,215.00
11	05518VAA3	06/26/2020	11:52:00	S	20,000	\$369.00
12	05518VAA3	07/02/2020	13:34:00	S	16,000	\$100.16
13	05518VAA3	07/27/2020	16:30:00	B	10,000	\$212.50
14	58551TAA5	07/29/2020	10:48:00	B	15,000	\$206.25
15	369604BM4	08/05/2020	14:01:00	B	41,000	\$768.75
16	05518VAA3	08/05/2020	17:00:00	B	50,000	\$1,214.00
17	58551TAA5	08/07/2020	15:43:00	B	30,000	\$841.50
18	05518UAA5	09/28/2020	10:48:00	S	25,000	\$375.00
19	05518VAA3	10/09/2020	14:43:00	B	25,000	\$480.25
20	86800XAA6	10/13/2020	15:12:00	B	32,000	\$1,160.00
21	86800XAA6	10/15/2020	14:19:00	B	27,000	\$676.89
22	369604BM4	10/15/2020	15:42:00	S	35,000	\$306.25
23	369604BM4	10/15/2020	15:55:00	S	25,000	\$218.75
24	86800XAA6	10/20/2020	14:20:00	B	24,000	\$270.00
25	86800XAA6	10/26/2020	14:07:00	B	50,000	\$500.00
26	86800XAA6	11/04/2020	16:29:00	B	20,000	\$137.50
27	05518VAA3	11/20/2020	14:55:00	B	36,000	\$653.40
28	86800XAA6	11/25/2020	16:13:00	B	40,000	\$824.80
29	86800XAA6	11/25/2020	16:14:00	B	100,000	\$2,062.00
30	05518UAA5	12/10/2020	13:28:00	B	50,000	\$759.50
31	534187AU3	12/24/2020	11:35:00	S	15,000	\$150.00
32	534187AU3	12/29/2020	11:36:00	S	30,000	\$300.00
33	534187AU3	01/04/2021	16:23:00	S	65,000	\$381.55
34	534187AU3	02/26/2021	13:40:00	S	50,000	\$359.50
35	369604BM4	03/05/2021	16:04:00	S	35,000	\$218.75
36	534187AS8	04/21/2021	16:37:00	S	30,000	\$259.50
37	369604BM4	06/23/2021	13:35:00	S	20,000	\$185.40
38	534187AU3	07/23/2021	10:19:00	S	50,000	\$696.00
39	534187AU3	07/26/2021	14:18:00	S	30,000	\$330.00
40	534187AS8	07/28/2021	13:30:00	S	15,000	\$98.25
41	534187AS8	07/28/2021	13:31:00	S	15,000	\$98.25
42	534187AU3	07/28/2021	14:19:00	S	25,000	\$343.75
43	534187AU3	07/28/2021	16:15:00	S	15,000	\$206.25
44	534187BN8	08/20/2021	13:13:00	S	15,000	\$177.30
45	534187AU3	11/22/2021	11:57:00	S	70,000	\$1,925.00
46	534187AU3	11/23/2021	10:58:00	S	30,000	\$825.00
47	534187AU3	11/23/2021	10:59:00	S	10,000	\$275.00

Attachment A

Trade No.	CUSIP	Trade Date	Trade Time	Bought / Sold	Volume	Restitution Amount
48	91731KAA8	12/16/2021	11:29:00	S	92,000	\$460.00
49	91731KAA8	01/25/2022	12:44:00	S	55,000	\$275.00
50	86800XAA6	01/27/2022	15:16:00	S	37,000	\$370.00
51	91731KAA8	02/02/2022	14:25:00	S	34,000	\$303.28
52	05518VAA3	02/07/2022	14:20:00	S	50,000	\$1,123.00
53	05518VAA3	02/08/2022	16:07:00	S	72,000	\$558.00
54	05518VAA3	02/15/2022	14:21:00	S	50,000	\$1,031.50
55	05518VAA3	02/15/2022	15:38:00	S	30,000	\$291.00
56	534187BN8	02/17/2022	12:20:00	S	28,000	\$637.00
57	369604BM4	02/23/2022	16:02:00	S	10,000	\$200.00
58	369604BM4	03/09/2022	12:58:00	S	21,000	\$498.75
59	369604BP7	03/18/2022	12:14:00	S	10,000	\$365.50
60	05518VAA3	03/24/2022	14:13:00	S	71,000	\$1,452.66
61	91731KAA8	04/13/2022	15:46:00	S	25,000	\$250.90
62	05518VAA3	04/22/2022	12:18:00	B	50,000	\$315.73
63	05518VAA3	05/03/2022	12:09:00	S	50,000	\$1,662.08
64	58551TAA5	05/09/2022	14:38:00	S	50,000	\$765.34
65	316773CM0	05/19/2022	15:44:00	S	25,000	\$127.95
66	91731KAA8	05/23/2022	11:53:00	S	31,000	\$558.78
67	58551TAA5	06/15/2022	14:07:00	S	19,000	\$139.80
68	316773CM0	07/07/2022	15:13:00	S	55,000	\$374.00
69	316773CM0	07/07/2022	15:17:00	S	25,000	\$170.00
70	316773CM0	08/18/2022	12:33:00	S	50,000	\$154.50
71	316773CM0	08/18/2022	15:57:00	S	65,000	\$252.85
72	316773CM0	08/23/2022	16:28:00	S	46,000	\$184.00
73	534187AS8	08/25/2022	12:42:00	S	40,000	\$516.00
74	91731KAA8	08/31/2022	10:44:00	S	63,000	\$822.15
75	05518VAA3	08/31/2022	14:38:01	S	36,000	\$446.40
76	91731KAA8	09/07/2022	11:10:10	S	15,000	\$87.50
77	58551TAA5	09/07/2022	11:15:00	S	100,000	\$1,125.00
78	86800XAA6	09/27/2022	10:20:51	S	50,000	\$425.00
79	86800XAA6	09/27/2022	14:15:01	S	100,000	\$850.00
80	05518VAA3	09/29/2022	15:34:01	S	25,000	\$271.25
81	05518VAA3	09/30/2022	10:36:01	S	46,000	\$1,002.80
82	86800XAA6	10/28/2022	11:54:01	S	12,000	\$257.72
83	05518VAA3	11/18/2022	14:41:01	S	31,000	\$310.00
84	58551TAA5	11/30/2022	10:18:01	S	50,000	\$450.00
85	05518VAA3	12/14/2022	13:42:01	S	25,000	\$58.75
86	534187AU3	12/22/2022	11:17:01	S	50,000	\$335.00
87	316773CM0	12/27/2022	13:27:00	S	27,000	\$367.20
88	534187BP3	03/07/2023	12:42:06	B	15,000	\$246.35
89	58551TAA5	09/15/2023	09:13:00	S	50,000	\$427.71

TOTAL

\$50,294.94

Attachment B

Trade No.	CUSIP	Trade Date	Trade Time	Bought / Sold	Volume	Restitution Amount
90	05518VAA3	04/22/2022	12:18:00	B	50,000	\$830.91
91	05518VAA3	04/25/2022	10:36:00	S	50,000	\$453.34
92	05518VAA3	05/11/2022	15:34:00	B	31,000	\$268.06
93	767754AJ3	05/19/2022	15:13:00	B	50,000	\$379.74
94	369604BN2	05/25/2022	11:31:00	S	25,000	\$375.88
95	316773CM0	06/08/2022	14:51:00	S	90,000	\$1,571.19
96	432833AF8	09/02/2022	13:11:00	S	50,000	\$1,002.50
97	911365BM5	09/12/2022	15:45:01	S	100,000	\$1,073.33
98	05518VAA3	09/28/2022	15:24:01	S	39,000	\$556.01
99	316773CM0	09/28/2022	15:26:01	S	50,000	\$350.00
100	316773CM0	09/28/2022	15:26:01	S	50,000	\$50.00
101	958102AM7	01/06/2023	16:00:01	S	100,000	\$1,130.00
102	655664AT7	02/28/2023	16:04:31	S	60,000	\$527.98
103	16411RAK5	03/02/2023	13:40:06	S	100,000	\$1,112.18
104	16411RAK5	03/03/2023	12:18:20	S	100,000	\$550.25
105	16411RAK5	03/03/2023	12:18:20	S	100,000	\$550.25
106	911365BM5	03/03/2023	12:33:03	S	50,000	\$890.89
107	00206RGQ9	03/08/2023	12:22:02	S	100,000	\$1,055.41
108	16411RAK5	03/13/2023	16:35:08	S	50,000	\$668.11
109	958102AM7	03/16/2023	16:57:02	S	50,000	\$481.42
110	49327M3E2	05/23/2023	16:16:02	S	50,000	\$616.27
111	06051GHW2	06/08/2023	12:24:14	S	75,000	\$1,100.00
112	35671DCH6	07/18/2023	12:22:25	S	50,000	\$590.74
113	500255AX2	10/16/2023	16:12:13	S	75,000	\$569.45
114	500255AX2	10/19/2023	12:21:05	S	75,000	\$569.73
115	500255AX2	10/20/2023	14:49:59	S	75,000	\$574.17
116	500255AX2	11/06/2023	11:16:56	S	75,000	\$664.97

TOTAL**\$18,562.75**