

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA



UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
ASHEBORO DRUG COMPANY, INC.,)
ISAAC F. BRADY III, ISAAC F.)
BRADY IV,)
)
Defendants.)

22-CV-522

CONSENT DECREE OF PERMANENT INJUNCTION

Plaintiff, the United States of America, by its undersigned attorneys, having brought an action against defendants Asheboro Drug Company, Inc., (“Defendant Pharmacy”), Isaac F. Brady III, and Isaac F. Brady IV, (collectively, “Defendants”) seeking civil monetary penalties and injunctive relief for violations of the Controlled Substances Act, 21 U.S.C. § 801 *et seq.* (the “CSA”);

Defendants having appeared in this action by their attorney, James A. Wilson, having waived service of process, and having consented to entry of this consent decree without contesting the allegations of the complaint;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

Jurisdiction and Venue

1. This Court has subject-matter jurisdiction over this action pursuant to 21 U.S.C. §§ 842(c)(1)(A), 843(f)(2), and 882(a), as well as 28 U.S.C. §§ 1345 and 1355.

2. Defendants each consent to this Court's subject-matter and personal jurisdiction over them.

3. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b)(1) and (b)(2) because this is the district in which all the defendants reside and where a substantial part of the events or omissions giving rise to the claim occurred, and pursuant to 28 U.S.C. § 1395(a) because this is an action for recovery of a pecuniary fine or penalty and this is the venue where the action accrued or the defendant is found.

4. The United States alleges that Defendants have violated the CSA and its implementing regulations by failing to exercise their corresponding responsibility to ensure that the controlled substances they dispensed, helped dispense, or facilitated dispensing were issued for a legitimate medical purpose by a practitioner acting in the usual course of a practitioner's professional practice as required, *see* 21 C.F.R. § 1306.04, and by filling, helping fill or facilitating the filling of a prescription for a controlled substance outside the usual course of the professional practice of pharmacy as required by 21 C.F.R. § 1306.06.

5. Without answering or admitting these allegations and while denying any wrongdoing, Defendants agree that the United States' complaint states a claim for which civil monetary penalties may be awarded against them pursuant to 21 U.S.C. § 842(c) and for which the court may order injunctive relief pursuant to 21 U.S.C. §§ 843(f) and 882.

Civil Monetary Penalty

6. Defendants are jointly and severally liable for and shall pay to the United States a civil monetary penalty in the amount of \$300,000, plus interest accruing at the rate of one percent simple interest to accrue from January 31, 2022. Defendants shall pay

\$50,000 on or before August 15, 2022 and shall pay the remaining sum monthly over the course of three years, as provided in the attached Settlement Agreement. The United States may agree to adjust the payment terms of the Settlement Agreement at the request of Defendants, at the United States' option, without seeking a Court Order to modify this Decree.

Injunctive Provisions

7. Upon entry of this decree, Defendants and each and all of their employees, agents, officers, directors who have any role or responsibility for the filling of controlled substance prescriptions are permanently restrained and enjoined under 21 U.S.C. §§ 843(f)(1) and 882, and the inherent equitable authority of this Court, from directly or indirectly dispensing, assisting in the dispensing, or otherwise facilitating the dispensing of any controlled substance as defined in the CSA or its implementing regulations, unless dispensing the prescription is in compliance with 21 U.S.C. § 842, 21 C.F.R. §§ 1306.04, 1306.06, or any of the North Carolina statutes and regulations pertaining to the dispensing of controlled substances.

Identification, Resolution and Documentation of Red Flags of Abuse or Diversion

8. To fulfill Defendants' obligations pursuant to the preceding paragraph, before dispensing or assisting in the dispensing of any controlled substance prescription, Defendants must for each prescription:

- a. review the data available for the patient in question in the North Carolina prescription data monitoring program (the "PDMP") and reasonably

determine from the information available from the PDMP, other records available to Defendants, the prescription itself, and other circumstances surrounding the presentation of the prescription whether the prescription was issued for a legitimate medical purpose by an individual practitioner acting in the usual course of the practitioner's professional practice;

b. identify any indication that the prescribed controlled substance might be abused by the patient or diverted for an illegitimate purpose, with such indications including *but not limited to* the following:

i. the patient returns too frequently, such that a prescription which should last for a month in legitimate use is being refilled on a more frequent basis;

ii. the patient is receiving prescriptions for antagonistic drugs, such as depressants and stimulants;

iii. the patient is receiving prescriptions for an opioid and a benzodiazepine within the same 30-day time period;

iv. the patient presents prescriptions written in the names of other people;

v. the patient has traveled a long distance to the prescriber or the pharmacy;

vi. the patient has received the same or similar prescriptions from more than one prescriber;

vii. a number of people appear simultaneously, or within a short time, all bearing similar prescriptions from the same prescriber;

viii. people who are not regular patrons or residents of the community present prescriptions from the same prescriber;

ix. the prescriber writes significantly more prescriptions (or in larger quantities) compared to other practitioners in the same specialty in the area; or

x. the patient presents a prescription from a prescriber who is prescribing outside the scope of the prescriber's practice.

c. document in detail any indicators of abuse or diversion and the steps Defendants took to reasonably ensure that the prescription would not be abused or diverted for illegitimate purposes, and was issued for a legitimate medical purpose by a prescriber in the usual course of that prescriber's practice.

9. On the tenth business day of January, April, July, and October, Defendants shall submit to the Drug Enforcement Administration ("DEA") copies of all documentation called for under subparagraph c of the prior paragraph. At a minimum, this documentation shall include, for each prescription filled despite the presence of indicators of abuse or diversion during the prior three-month period:

a. identification of the indicators of potential abuse or diversion; and

b. all documentation related to Defendants' determination that the prescription would not be abused or diverted for illegitimate purposes, and was

issued for a legitimate medical purpose by a prescriber in the usual course of that prescriber's practice.

10. DEA's silence with regard to either documentation submitted by defendants or the absence of documentation shall not be construed as an indication that defendants properly filled the prescription in question. Nor shall DEA's silence be regarded as a waiver of any potential action DEA might take under the law or this decree.

Prohibition Against Filling Certain Prescriptions

11. Notwithstanding anything else in this decree, Defendants shall not dispense, assist in dispensing, or otherwise facilitate dispensing a prescription for a controlled substance if dispensing the prescription would result in the patient receiving:

- a. a daily dosage in excess of 90 milligram morphine equivalents if the prescription is taken as prescribed along with other prescriptions listed in the PDMP for the patient, unless the patient provides Defendants with documentation of a current hospice diagnosis and Defendants provide this documentation to DEA pursuant to paragraph 9.b;
- b. a combination of an opioid, a benzodiazepine, and carisoprodol;
- c. a prescription for buprenorphine without naloxone (such as Subutex) without reliable documentation from the prescriber that the patient is pregnant, a nursing mother, or has had an actual adverse reaction to naloxone;
- d. an early refill for any controlled substance;
- e. any controlled substance whatsoever if the patient lives more than 30 miles driving distance from the Defendant Pharmacy; or

f. any controlled substance paid for with cash despite the fact that the patient has insurance available to pay for the patient's prescriptions.

12. If, at any time after entry of this decree, the DEA determines that any of the Defendants have failed to comply with any provision of this decree, DEA may, as and when it deems necessary, notify any or all of the Defendants in writing of the noncompliance and order Defendants to take corrective action, including, but not limited to, ordering Defendants to immediately cease ordering, distributing, or dispensing controlled substances. This remedy shall be separate and apart from, and in addition to, any other remedy available to the United States under this decree or under the law, including additional civil monetary penalties.

13. The following process and procedures apply when the DEA issues an order under the preceding paragraph:

a. Defendants will implement the corrective action ordered by DEA without delay;

b. For any order calling on Defendants to cease ordering, distributing, or dispensing controlled substances, any and all DEA registrations under which Defendants have been operating or that Defendants otherwise maintain shall be deemed to have been surrendered for cause and Defendants will permit DEA immediate access to the Defendant pharmacy premise and permit DEA to seize all controlled substances and controlled substance order forms.

14. If any Defendant notifies DEA that he, she or it does not agree with any DEA order under the prior two paragraphs of this order, DEA will review Defendant's

notification and within 30 days thereafter, in writing, affirm, modify or withdraw its order, as DEA deems appropriate. If DEA affirms or modifies its order, it will explain the basis for its decision in writing. This written notification shall constitute final agency action.

a. If DEA affirms or modifies its order, Defendants may within 28 calendar days seek judicial review of the DEA's order in this Court. Defendants shall continue to diligently implement DEA's order while judicial review is pending unless and until the Court or any higher court reverses, stays or modifies DEA's order.

b. All decisions conferred upon DEA in this Decree shall be vested in DEA's discretion and, to the extent that these decisions are subject to review, shall be reviewed by the Court under the arbitrary and capricious standard set forth in 5 U.S.C. § 706(2)(A). Review by the Court of any DEA decision rendered pursuant to this decree shall be based exclusively on the written record before DEA at the time the decision was made. No discovery shall be taken by any party.

15. If DEA orders any Defendant to cease ordering, distributing, or dispensing controlled substances under this decree, and that order is not otherwise reversed, then such Defendant shall be prohibited from seeking any further DEA registration, and any application for registration or subsequent registration issued shall be deemed null and void.

16. Representatives of DEA shall be permitted, without prior notice and as and when DEA deems necessary, to inspect Defendants' operations and, without prior notice, take any other measures necessary to monitor and ensure continuing compliance with the terms of this decree, the CSA, and all applicable regulations. During such inspections,

DEA representatives shall be permitted to have immediate access to Defendants' places of business including, but not limited to all buildings, equipment, pharmaceuticals, computer systems, and records, whether printed or digitally stored. Defendants will facilitate DEA's access to such items, records, or access to Defendants' computer systems. The inspections shall be permitted upon presentation of a copy of this decree and appropriate credentials. The inspection authority granted by this decree is separate from, and in addition to, the authority to inspect under the CSA.

17. Within five business days after entry of this decree, Defendants shall post a copy of this decree in the Defendant pharmacy in a location that will make it conspicuous to all Defendants and individuals with any responsibility for filling or assisting with the filling of prescriptions at the Defendant pharmacy and shall ensure that the decree remains posted for as long as the decree remains in effect. Within ten business days after entry of this decree, Defendants shall provide to DEA an affidavit, from a person with personal knowledge of the facts stated therein, stating the fact and manner of compliance with this paragraph.

18. Within ten business days after entry of this decree, Defendants shall provide a copy of this decree by personal service, email (with delivery confirmation), or certified mail (return receipt requested) to each and all of their directors, officers, agents, representatives, employees, attorneys, successors, and assigns, and any and all persons or entities in active concert or participation with any of them ("Associated Persons"). Within twenty (20) business days after entry of this decree, Defendants shall provide to DEA an affidavit, from a person with personal knowledge of the facts stated therein, stating the fact

and manner of compliance with this paragraph, identifying the names, addresses, and positions of all Associated Persons who have received a copy of this decree, and attaching a copy of the executed certified mail return receipts or email delivery confirmation, as applicable.

19. In the event that any of the Defendants becomes associated with any additional Associated Person(s) at any time after entry of this decree, Defendants shall immediately provide a copy of this decree, by personal service, email (with delivery confirmation), or certified mail (return receipt requested) to such Associated Person(s). Within ten (10) business days after of any of the Defendants becomes associated with any additional Associated Person, Defendants shall provide to DEA an affidavit, from a person with personal knowledge of the facts stated therein, stating the fact and manner of compliance with this paragraph, identifying the names, addresses, and positions of all Associated Persons who received a copy of this decree pursuant to this paragraph, and attaching a copy of the executed certified mail return receipts, or email delivery confirmation, as applicable.

20. Defendants shall notify DEA in writing at least thirty-five (35) calendar days before any change in ownership, name, or character of their business that occurs after entry of this decree, including any proposed sale, incorporation, reorganization, creation of a subsidiary, relocation, dissolution, bankruptcy, assignment, or any other change in the structure or identity of Asheboro Drug Company, Inc. or the sale or assignment of any business assets, such as buildings, equipment, or inventory, that may affect obligations arising out of this decree. Defendants shall provide a copy of this decree to any prospective

purchaser, successor or assign at least 28 calendar days prior to any sale or assignment. Defendants shall furnish DEA with an affidavit of compliance with this paragraph no later than 21 calendar days prior to such assignment or change in ownership.

21. Should the United States bring and prevail in a contempt action to enforce the terms of this decree, Defendants shall, in addition to other remedies, reimburse the United States for its attorneys' fees (including overhead), expert witness fees, travel expenses incurred by attorneys and witnesses, investigational and analytical expenses, administrative and court costs, and any other costs or fees relating to such contempt proceedings.

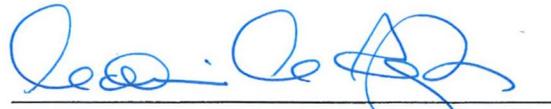
22. All notifications, correspondence, and communications to DEA required by the terms of this decree shall be prominently marked "Decree Correspondence" and delivered by electronic mail and/or hard copy to DEA Diversion Investigator Heidi S. Crater, 1801 Stanley Road, Suite 204, Greensboro, North Carolina 27407, Heidi.s.crater@usdoj.gov, the United States Attorney for the Middle District of North Carolina, attention Assistant U.S. Attorney Cassie Crawford, 101 Edgeworth Street, 4th Floor, Greensboro, North Carolina 27401, cassie.crawford@usdoj.gov, and the Director of the Consumer Protection Branch, Department of Justice, Attention Trial Attorney Donald R. Lorenzen, P.O. Box 386, Washington, D.C. 20044-386, donald.lorenzen@usdoj.gov and Consumer.Compliance@usdoj.gov, and shall reference this civil action by case name and number. All notifications, correspondence and communications to Defendants from United States of America and/or DEA under this decree, shall be prominently marked "Decree Correspondence" and shall be delivered to Defendants by electronic mail and hard

copy to: (i) Asheboro Drug Company, Inc., 306 White Oak Street, Asheboro, North Carolina 27203-5434, asheborodrug@gmail.com; (ii) Isaac F. Brady III, 4918 Warfield Drive, Greensboro, North Carolina 27406, ifbrady3@yahoo.com; Isaac F. Brady IV, 1624 Allred Farm Way, Greensboro, North Carolina 27406, ibrady4@yahoo.com; and James A. Wilson, Ward and Smith, P.A., Post Office Box 33009, Raleigh, NC 27636-3009, jawilson@wardandsmith.com.

23. No sooner than 5 years after entry of this decree, Defendants may petition this Court for relief from this decree. If Defendants have maintained a state of continuous material compliance with this decree, the CSA and its implementing regulations, and any North Carolina statutes and regulations pertaining to the distribution of controlled substances during the 5 years preceding Defendants' petition, the United States will not oppose such petition.

24. This Court retains jurisdiction over this action and the parties thereto for the purpose of enforcing and modifying this decree and for the purpose of granting such additional relief as may be necessary or appropriate.

SO ORDERED, this 12 day of July, 2022.


UNITED STATES DISTRICT JUDGE

Entry consented to:

For Defendants



ISAAC F. BRADY IV
On behalf of Asheboro Drug Company,
Inc.



ISAAC F. BRADY III
Individually



ISAAC F. BRADY IV
Individually



JAMES A. WILSON
Ward and Smith, P.A.
P.O. Box 33009
Raleigh, North Carolina 27636-3009
(919) 277-9146
jawilson@wardandsmith.com

For Plaintiff

SANDRA J. HAIRSTON
United States Attorney



Cassie L. Crawford, NCSB # 45396
Assistant U.S. Attorney
101 South Edgeworth Street, 4th Floor
Greensboro, North Carolina 27401
(336) 333-5351
cassie.crawford@usdoj.gov

BRIAN M. BOYNTON
Principal Deputy Assistant Attorney
General
Civil Division

ARUN G. RAO
Deputy Assistant Attorney General

GUSTAV W. EYLER
Director
Consumer Protection Branch

/s/ Donald R. Lorenzen

DONALD R. LORENZEN
Senior Litigation Counsel
Consumer Protection Branch
P.O. Box 386
Washington, D.C. 20044-0386
Telephone: (312) 353-5330
donald.lorenzen@usdoj.gov

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Drug Enforcement Administration (DEA) (collectively the “United States”), Asheboro Drug Company, Isaac Brady III, and Isaac Brady IV (collectively “Defendants”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Isaac Brady III and Isaac Brady IV jointly owned Asheboro Drug Company during the period between January 1, 2016 and October 1, 2019 (the “Relevant Time Period”).

B. During the Relevant Time Period, Asheboro Drug Company, located in Asheboro, North Carolina, held DEA registration # BA5977763.

C. The United States contends that it has certain civil monetary penalty claims against Defendants, as detailed in a civil Complaint, *United States v. Asheboro Drug Company et al.* (M.D.N.C. No. 22-cv-522).

D. The parties have agreed to a Consent Decree of Permanent Injunction (“Consent Decree”), to be submitted for Court approval in the above-referenced action. The terms of the Consent Decree are incorporated herein by reference.

E. The claims described in the Complaint and in Paragraph 4 of the Consent Decree are referred to herein as the “Covered Conduct.”

F. Paragraph 6 of the Consent Decree requires Defendants to pay a civil monetary penalty in the amount of \$300,000.

G. This Settlement Agreement is neither an admission of liability by Defendants, nor a concession by the United States that its claims are not well founded.

H. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement and the Consent Decree, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Defendants shall pay to the United States a civil penalty in the amount of \$300,000.00 (Settlement Amount), plus interest on the Settlement Amount, at the Current Value of Funds Rate (31 U.S.C. § 3717) of one percent simple interest to accrue from January 31, 2022. Defendants shall make an initial payment of \$50,000 on or before August 15, 2022, pursuant to written instructions provided by the United States Attorney's Office for the Middle District of North Carolina.

- a. Over a period of three years, Defendants will pay the remaining balance, according to the payment schedule attached hereto as Exhibit A. Interest shall accrue as indicated in Exhibit A.
- b. If Asheboro Drug Company is sold, merged, or transferred, or a significant portion of the assets of Asheboro Drug Company is sold, merged, or transferred into another non-affiliated entity, Asheboro Drug Company shall promptly notify the United States, and all remaining payments owed pursuant to the Settlement Agreement shall be accelerated and become immediately due and payable.

c. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

2. Subject to the exceptions in Paragraph 3 (concerning excluded claims) below and conditioned upon full payment of the Settlement Amount, the United States releases Asheboro Drug Company from any civil monetary claim the United States has for the Covered Conduct under the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, and the Controlled Substances Act, 21 U.S.C. § 801, *et seq.*

3. Notwithstanding the release given in paragraph 2 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct; and
- e. Any liability based upon obligations created by this Agreement or the Consent Decree.

4. Asheboro Drug Company fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that it has asserted, could have asserted, or may

assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

5. This Agreement is intended to be for the benefit of the Parties only.

6. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

7. Each party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

8. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Middle District of North Carolina. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

9. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

10. The undersigned individuals represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

11. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

12. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

13. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

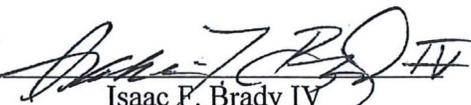
THE UNITED STATES OF AMERICA

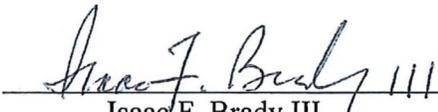
DATED: _____ BY: CHRISTOPHER DEYO
Digitally signed by CHRISTOPHER DEYO
Date: 2022.07.07 15:58:01 -04'00'
Christopher Deyo
Acting Deputy Special Agent in Charge
Atlanta Field Division
Drug Enforcement Administration

DATED: 6/23/22 BY: 
Cassie Crawford
Assistant United States Attorney
Middle District of North Carolina

DATED: _____ BY: DONALD LORENZEN
Digitally signed by DONALD LORENZEN
Date: 2022.07.08 16:06:26 -05'00'
Donald R. Lorenzen
Trial Attorney
Consumer Protection Branch

ASHEBORO DRUG COMPANY (DEA # BA5977763)

DATED: 6.27.2022 BY: 
Isaac F. Brady IV
in his capacity as Owner and Individually

DATED: 6/27/22 BY: 
Isaac F. Brady III
in his capacity as Owner and Individually

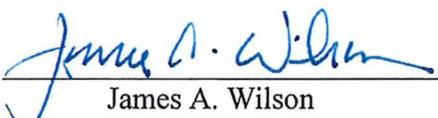
DATED: 6/29/22 BY: 
James A. Wilson
Counsel for Asheboro Drug Company

EXHIBIT A: Payment Schedule

Pymnt. No.	Date	Amount	Beginning Balance	Accrued Interest	Remaining Principal
1	08/15/2022	\$50,000.00	\$300,000.00	\$1,619.18	\$251,619.18
2	09/15/2022	\$7,097.75	\$251,619.18	\$213.70	\$244,735.13
3	10/15/2022	\$7,097.75	\$244,735.13	\$201.15	\$237,838.53
4	11/15/2022	\$7,097.75	\$237,838.53	\$202.00	\$230,942.78
5	12/15/2022	\$7,097.75	\$230,942.78	\$189.82	\$224,034.85
6	01/15/2023	\$7,097.75	\$224,034.85	\$190.28	\$217,127.38
7	02/15/2023	\$7,097.75	\$217,127.38	\$184.41	\$210,214.04
8	03/15/2023	\$7,097.75	\$210,214.04	\$161.26	\$203,277.55
9	04/15/2023	\$7,097.75	\$203,277.55	\$172.65	\$196,352.44
10	05/15/2023	\$7,097.75	\$196,352.44	\$161.39	\$189,416.08
11	06/15/2023	\$7,097.75	\$189,416.08	\$160.87	\$182,479.20
12	07/15/2023	\$7,097.75	\$182,479.20	\$149.98	\$175,531.44
13	08/15/2023	\$7,097.75	\$175,531.44	\$149.08	\$168,582.77
14	09/15/2023	\$7,097.75	\$168,582.77	\$143.18	\$161,628.20
15	10/15/2023	\$7,097.75	\$161,628.20	\$132.85	\$154,663.29
16	11/15/2023	\$7,097.75	\$154,663.29	\$131.36	\$147,696.90
17	12/15/2023	\$7,097.75	\$147,696.90	\$121.39	\$140,720.54
18	01/15/2024	\$7,097.75	\$140,720.54	\$119.37	\$133,742.16
19	02/15/2024	\$7,097.75	\$133,742.16	\$113.28	\$126,757.69
20	03/15/2024	\$7,097.75	\$126,757.69	\$100.44	\$119,760.38
21	04/15/2024	\$7,097.75	\$119,760.38	\$101.44	\$112,764.06
22	05/15/2024	\$7,097.75	\$112,764.06	\$92.43	\$105,758.74
23	06/15/2024	\$7,097.75	\$105,758.74	\$89.58	\$98,750.57
24	07/15/2024	\$7,097.75	\$98,750.57	\$80.94	\$91,733.76
25	08/15/2024	\$7,097.75	\$91,733.76	\$77.70	\$84,713.71
26	09/15/2024	\$7,097.75	\$84,713.71	\$71.75	\$77,687.71
27	10/15/2024	\$7,097.75	\$77,687.71	\$63.68	\$70,653.64
28	11/15/2024	\$7,097.75	\$70,653.64	\$59.84	\$63,615.74
29	12/15/2024	\$7,097.75	\$63,615.74	\$52.14	\$56,570.13
30	01/15/2025	\$7,097.75	\$56,570.13	\$47.97	\$49,520.35
31	02/15/2025	\$7,097.75	\$49,520.35	\$42.06	\$42,464.66
32	03/15/2025	\$7,097.75	\$42,464.66	\$32.58	\$35,399.49
33	04/15/2025	\$7,097.75	\$35,399.49	\$30.07	\$28,331.80
34	05/15/2025	\$7,097.75	\$28,331.80	\$23.29	\$21,257.34
35	06/15/2025	\$7,097.75	\$21,257.34	\$18.05	\$14,177.64
36	07/15/2025	\$7,097.75	\$14,177.64	\$11.65	\$7,091.55
37	08/15/2025	\$7,097.66	\$7,091.55	\$6.02	