

STATE OF OKLAHOMA
DEPARTMENT OF SECURITIES
THE FIRST NATIONAL CENTER
120 N. ROBINSON, SUITE 860
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

Anthony L. Cross (CRD #3155726), and
The O.N. Equity Sales Company (CRD #2936),

Respondents.

ODS File No. 11-017

AGREEMENT RELATING TO ANTHONY L. CROSS

THIS AGREEMENT is entered into between Anthony L. Cross ("Cross") and the Administrator ("Administrator") of the Oklahoma Department of Securities ("Department") as of the Effective Date set forth below. The entities and persons identified in this paragraph are collectively referred to as "the Parties" in this Agreement.

Pursuant to Section 1-410(D) of the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011), and 660:11-5-43 of the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities ("Rules"), Okla. Admin. Code §§ 660:1-1-1 through 660:25-7-1, the Department conducted a for-cause examination of certain activities of Cross and the O.N. Equity Sales Company ("ONESCO") (collectively, the "Respondents") in connection with the offer and/or sale of securities in and/or from Oklahoma. Based thereon, the Enforcement Division of the Department filed an *Enforcement Division Recommendation* ("Recommendation") on January 25, 2012, in support of sanctions against Respondents.

Cross enters into this Agreement without the adjudication of any issue of law or fact and without admitting or denying a violation of the Act or Rules, except admitting that the Administrator has jurisdiction over Cross and the subject matter of this action. Cross voluntarily waives his right to a hearing provided by the Act, the Rules, and the Oklahoma Administrative Procedures Act, and any right to appeal.

The undersigned Parties hereto agree as follows:

1. **Jurisdiction.** The Administrator has jurisdiction over Cross and the subject matter of this action.
2. **Order.** The Administrator will issue an order relating to Cross in the form attached hereto as "Attachment A" ("Order").

3. **Restitution.** Cross will pay [REDACTED] the sum of \$4,900 by a cashier's check or money order to be mailed to [REDACTED] current residential address within thirty (30) days of the Effective Date of this Agreement. No more than five (5) business days after the check is mailed to [REDACTED] Cross will submit a copy of the check to the Department by mail to Terra Bonnell, Enforcement Attorney, Oklahoma Department of Securities, 120 North Robinson Avenue, Suite 860, Oklahoma City, Oklahoma 73102, or by email to tbonnell@securities.ok.gov.

4. **Training.** Cross represents that he completed the following courses and podcasts on August 10, 2010, and he has provided the Department with copies of the related Certificates of Completion for those identified in A through D:

- A. Scenario: Danny Determines Suitability (EL-RCE 106-6307-279),
- B. Scenario: Charlie Determines Suitability (EL-RCE101-0309-392),
- C. Senior Investor Suitability (EL-ELC134), and
- D. Senior Investor Issues: Diminished Decisional Capacity (EL-ELC158).
- E. Suitability Guidance (3 part series podcast dated July 11, 2011, July 18, 2011, and July 25, 2011).

Within ten (10) days of the Effective Date of this Agreement, Cross will provide to the Department (at either address provided in paragraph No. 3, above) an affidavit in which he attests to the completion of the podcast identified in E, above.

5. **Suitability.** Cross acknowledges that a recommendation made in connection with the purchase or sell of securities is not suitable merely because the customer acquiesces in the recommendation.

6. **Public Record.** Cross acknowledges and understands that this Agreement and the Order are public records that will be available for public examination, pursuant to Section 1-607 of the Act.

7. **No Coercion.** Cross enters into this Agreement voluntarily and without any duress, undue influence, or coercion by the Administrator, any employee of the Department, or any member of the Oklahoma Securities Commission.

8. **Consideration.** In consideration for this Agreement, the Administrator shall not take further action against Cross in connection with the allegations as to Theresa Hughes contained in the Recommendation, except as provided in paragraphs 9 and 11 below.

9. **Failure to Comply.** Cross will pay the Department a civil penalty in the amount of \$100 per day for each day he is in non-compliance with paragraph 3 and/or 4 of this Agreement. After 30 days of non-compliance with paragraph 3 and/or 4, the Department may summarily suspend all registrations of Cross under the Act until the

acts specified in paragraphs 3 and 4 have been completed. Cross waives his right to a hearing on the summary order.

10. **Entire Agreement.** This writing constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by each of the Parties hereto.

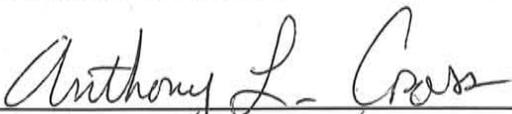
11. **Limitation on Agreement.** Nothing in this Agreement shall prohibit the Administrator from furnishing information to any other properly constituted agency or authority. In the event any other agency or authority commences an action in connection with information obtained by the Administrator against Cross, the Administrator may assist in such action as authorized by law.

12. **Applicability.** This Agreement applies only to Cross' activities and to no others. It is further agreed that the execution of this Agreement does not mean that the Administrator has passed in any way upon the merits or qualifications of, or recommended or given approval to, the transactions or activities to which it relates or any future securities transactions.

13. **Effective Date.** This Agreement shall be effective as of the date on which it is signed by the Administrator as set forth below his signature hereto.

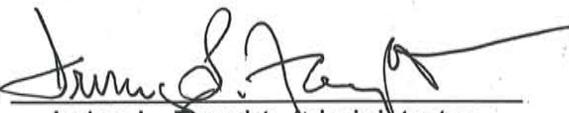
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year set forth below their signatures hereto.

ANTHONY L. CROSS



Date: 08/23/2012

OKLAHOMA DEPARTMENT OF SECURITIES

By: 

Irving L. Faught, Administrator
Date: August 23, 2012

STATE OF OKLAHOMA
DEPARTMENT OF SECURITIES
THE FIRST NATIONAL CENTER
120 N. ROBINSON, SUITE 860
OKLAHOMA CITY, OKLAHOMA 73102

In the Matter of:

Anthony L. Cross (CRD #3155726), and
The O.N. Equity Sales Company (CRD #2936),

Respondents.

ODS File No. 11-017

AGREED ORDER RELATING TO ANTHONY L. CROSS

Pursuant to Section 1-410(D) of the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011), and 660:11-5-43 of the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities ("Rules"), Okla. Admin. Code §§ 660:1-1-1 through 660:25-7-1, the Department conducted a for-cause examination of certain activities of Anthony L. Cross ("Cross") and the O.N. Equity Sales Company ("ONESCO") (collectively, "Respondents"). Based thereon, the Enforcement Division of the Department filed an *Enforcement Division Recommendation* on January 25, 2012, in support of sanctions against Respondents.

In order to resolve this matter without the adjudication of any issue of law or fact and without admitting or denying a violation of the Act or Rules, Cross voluntarily executed the Agreement, attached hereto as "Exhibit A" and incorporated herein by reference ("Agreement"). This Order is issued pursuant to Section 1-411 of the Act, Rule 660:2-5-3, and Item 2 of the Agreement.

For purposes of this Order, the Administrator hereby adopts the following Findings of Fact and Conclusions of Law: (1) through his execution of the Agreement, Cross consented to the entry of this Order, (2) it is in the public interest for the Administrator to issue this Order, and (3) the Administrator is authorized by law to issue this Order.

NOW THEREFORE, IT IS HEREBY ORDERED that Cross pay \$4,900 to [REDACTED] per the terms specified in paragraph 3 of the Agreement and comply with all other provisions of the Agreement.

WITNESS my Hand and the Official Seal of the Oklahoma Department of Securities this ____ day of August, 2012.

(SEAL)

IRVING L. FAUGHT, ADMINISTRATOR OF THE
OKLAHOMA DEPARTMENT OF SECURITIES

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the _____ day of August, 2012, a true and correct copy of the above and foregoing *Agreed Order Relating to Anthony L. Cross* was mailed with postage prepaid thereon, addressed to:

D. Michael O'Neil, Esq.
Christensen Law Group, PLLC
700 Oklahoma Tower, 210 Park Ave.
Oklahoma City, OK 73102-5606
Attorney for Anthony L. Cross

Robert J. Carlson, Esq.
GablesGotwals
100 W. 5th St., Ste. 1100
Tulsa, OK 74103-4217
Attorney for ONESCO

Brenda London, Paralegal