

STATE OF OKLAHOMA
DEPARTMENT OF SECURITIES
204 NORTH ROBINSON, SUITE 400
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

Christopher P. Tranchina (CRD # 5657849),

ODS File 19-003

Respondent.

AGREEMENT

This agreement is entered into between Christopher P. Tranchina (“**Respondent**”) and the Administrator of the Oklahoma Department of Securities (the “**Administrator**” and the “**Department**”) (collectively, the “**Parties**”).

Respondent is a resident of New Jersey. Respondent was registered under the Oklahoma Uniform Securities Act of 2004 (“**Act**”), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011), as an agent of Hornor, Townsend & Kent, Inc. (“**HTK**”), from May 29, 2014 until May 18, 2018. HTK discharged Respondent “for purchasing domain names for websites containing the name of ... another advisor’s DBA, and direct[ing] [Respondent’s] website hosting vendor to re-direct traffic from the websites of the newly acquired domain names to his own DBA website. In addition, on the day of his termination (and, after his termination), [Respondent] entered the member firm’s premises after business hours, accessed his locked, former office without authorization, and removed items from the office without authorization.”

Respondent has a pending application for registration under the Act as an agent of Chelsea Financial Services.

The Parties hereto agree as follows:

1. **Jurisdiction.** The Administrator has jurisdiction over Respondent and the subject matter of this agreement.
2. **Limited Registration.** Respondent’s pending application for registration under the Act will be approved on a limited basis. Respondent’s securities business in Oklahoma will be limited to family members of Respondent who were clients of his securities business at the time he was terminated from HTK. After two years from the effective date of this agreement, Respondent may request in writing that this limitation on his registration be removed. Said request may

be denied or granted at the discretion of the Administrator.

3. **No Coercion.** Respondent 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. Respondent has had the opportunity to consult with legal counsel and any other advisers of his choice with respect to the contents of this agreement.

4. **Public Record.** This agreement is a public record and will be available for public examination, pursuant to Section 1-607 of the Act.

5. **Consideration.** In consideration for this agreement, the Administrator will not take further action against Respondent in connection with the allegations set forth above, except as provided for in paragraphs 6 [Failure to Comply] and 7 [Limitation on Agreement] below.

6. **Failure to Comply.** If Respondent fails to comply with the limitations imposed on this registration, this Agreement shall be treated as an Order issued under the Act, and the Administrator may take any action authorized by law.

7. **Limitation on Agreement.** Nothing in this agreement prohibits 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 from the Administrator against Respondent, the Administrator may assist in such action as authorized by law.

8. **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 is binding unless executed in writing by each of the Parties hereto.

9. **Applicability.** This agreement applies only to the activities of Respondent, and to no others. It is further agreed that the execution of this agreement does not mean that the Administrator has approved, condoned or passed in any way upon the merits or qualifications of, or recommended, the transactions to which it relates or any future securities transactions.

10. **Severability.** The parties intend as follows:

- a) that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; and
- b) that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written.

11. **Counterparts.** If the Parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

12. **Governing Law.** The laws of the state of Oklahoma, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement.

13. **Effectiveness; Date.** This agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this agreement on the date stated immediately below that party's signature.



CHRISTOPHER P. TRANCHINA

Date: 9/10/18

OKLAHOMA DEPARTMENT OF SECURITIES

By: 
Irving L. Faught, Administrator

Date: 9/24/18