

STATE OF OKLAHOMA
DEPARTMENT OF SECURITIES
204 NORTH ROBINSON, SUITE 400
OKLAHOMA CITY, OK 73102-7001



In the Matter of:

Tania L. Smith (CRD No. 5208859),

Respondent.

ODS File 16-035

AGREEMENT

THIS AGREEMENT is entered into between Tania L. Smith ("**Respondent**") and the Administrator of the Oklahoma Department of Securities (the "**Administrator**" and "**Department**") (collectively, the "**Parties**"), as of the Effective Date set forth below.

Respondent has a pending application for registration under the Oklahoma Uniform Securities Act of 2004 (the "**Act**"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011), as an agent of T.S. Phillips Investments, Inc., and an investment adviser representative of Phillips Capital Advisors, Inc.

Respondent was registered as an agent and investment adviser representative of Wells Fargo Advisors, LLC, from June 2007 until November 2015. Respondent was discharged from Wells Fargo Advisors for engaging in business activities outside the scope of an approved outside business activity and borrowing funds from a firm client.

Due to the circumstances surrounding Respondent's termination from Wells Fargo Advisors, the Department commenced an investigation into Respondent's activities. Based thereon, the Department alleges that Respondent violated 660:11-5-42(b)(1) of the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities (effective August 1, 2013), by borrowing money from a client and/or participating in private securities transactions in connection with Plentiful Harvest, LLC, without prior notice to, and approval from, the firm.

Respondent voluntarily enters into this Agreement to resolve the Department's allegations. Respondent waives the initiation of an individual proceeding and adjudication of any issue of law or fact.

The Parties hereto agree as follows:

1. **Jurisdiction.** The Administrator has jurisdiction over Respondent and the subject matter of this Agreement.

2. **Conditional Registration.** Respondent's pending applications for registration under the Act will be approved as of the Effective Date of this Agreement. However, for 18 months from the Effective Date of this Agreement, all of Respondent's registrations under the Act will be conditioned upon Respondent being subject to a heightened supervision plan that is approved by the firm with which she is associated and the Administrator.

3. **Training.** Within 30 days of the Effective Date of this Agreement, Respondent will complete the following electronic courses offered by FINRA:

- a) Private Securities Transactions (EL-ELC241);
- b) Outside Business Activities (EL-ELC132); and
- c) Annual Compliance Reminders for Registered Representatives-Vol. 1 (EL-ELC190).

Upon completion of each of these courses, Respondent will take the post-course examination/assessment, if one is offered, and submit any document(s) showing completion of all of the courses to the Administrator.

4. **Civil Penalty.** Within 60 days of the Effective Date of this Agreement, Respondent will pay a civil penalty in the amount of \$1,000 to the Department's Investor Education Revolving Fund.

5. **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.

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

7. **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 8, 9, and 10 below.

8. **Failure to Comply.** If Respondent fails to comply with this Agreement, the Administrator may, in his discretion and without prior notice to Respondent or opportunity for hearing, issue an order suspending Respondent's registrations under the Act until Respondent has completed the requirements of the Agreement, and/or may take any other action authorized by law.

9. **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 from the Administrator against Respondent, the Administrator may assist in such action as authorized by law.

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. **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.

12. **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.

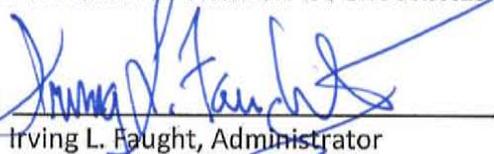
The Parties have executed this Agreement as of the date and year set forth below their signatures hereto.



TANIA L. SMITH

Date: 02/11/2016

OKLAHOMA DEPARTMENT OF SECURITIES

By: 

Irving L. Faught, Administrator

Date: 2/11/16