

STATE OF OKLAHOMA
DEPARTMENT OF SECURITIES
FIRST NATIONAL CENTER, SUITE 860
120 NORTH ROBINSON
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

David B. Auer (CRD No. 1495370),

Respondent.

ODS File No. 07-055

AGREEMENT

THIS AGREEMENT is entered into by and between David B. Auer (“Respondent”), and the Administrator (“Administrator”) of the Oklahoma Department of Securities (“Department”) as of the Effective Date set forth below.

Pursuant to Section 1-602 of the Oklahoma Uniform Securities Act of 2004 (“Act”), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (Supp. 2004), the Department conducted an investigation into the activities of Respondent to determine whether violations of the Act and/or Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities (“Rules”) occurred. Based thereon, an *Enforcement Division Recommendation* (“Recommendation”) was filed with the Administrator on May 27, 2009, in support of the imposition of sanction(s) against Respondent, in the form of a censure against Respondent. Respondent filed an answer and request for hearing on June 9, 2009, and further provided additional information to the Department in an attempt to correct certain erroneous information filed on Respondent’s Form U4.

The undersigned parties hereto agree as follows:

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

2. **Consideration.** In consideration for this Agreement, the Administrator will not take further action against Respondent in connection with the Recommendation, except as provided below in paragraphs 8 and 9. This Agreement shall not be construed as a sanction or an order under the Act or Rules.

3. **Future Applications for Registration, Amendments, and Notices of Termination.** Respondent agrees to the following:

A. Respondent will disclose the lawsuit styled *Carballo Ventures, Ltd., et al. v. David B. Auer, et al.*, CJ-2006-7155, initiated in the District Court of Tulsa County,

Oklahoma, on November 13, 2006 ("Tulsa Lawsuit") on all applications for registration under the Act, or a successor act, filed on his behalf, on or after the Effective Date of this Agreement, with the Central Registration Depository, the Investment Adviser Registration Depository and/or the Department, as required;

B. Respondent will amend such future applications for registration under the Act, or a successor act, as necessary and required; and

C. If Respondent is registered in any capacity under the Act, or a successor act, in the future, Respondent will file, or cause to be filed on his behalf, a Form U5 upon termination of Respondent's employment or association with a registered broker-dealer, issuer and/or investment adviser, as required.

4. **Costs of Investigation.** Respondent agrees to pay the Department \$500 for the costs of its investigation into this matter by check or money order payable to "Oklahoma Department of Securities." The costs shall be received by the Department within thirty days of the Effective Date of this Agreement.

5. **Waiver.** Respondent waives his right to a hearing as provided by the Act, the Rules and the Oklahoma Administrative Procedures Act, and any right to appeal. Respondent enters this Agreement without admitting or denying a violation of the Act or Rules.

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

7. **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.

8. **Failure to Comply.** If Respondent fails to comply with this Agreement, the Administrator shall deny any application for registration under the Act, or a successor act, for Respondent, until such time that Respondent is in compliance with this Agreement.

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

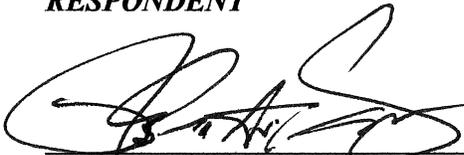
12. **Applicability.** This Agreement applies only to the alleged activities of Respondent as set forth in the Recommendation, and to no others.

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



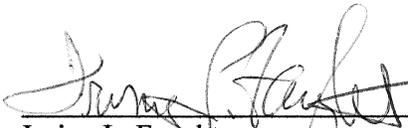
David B. Auer
4906 East 114th Place
Tulsa, Oklahoma 74137
RESPONDENT

Dated this 10th day of September, 2009.



Robert V. Seacat, OBA #15441
Attorney at Law, P.C.
103 Philtower Building
427 South Boston Avenue
Tulsa, Oklahoma 74103
(918) 591-2555
(918) 301-0093-fax
ATTORNEY FOR RESPONDENT

Dated this 10th day of September, 2009.



Irving L. Faught
Oklahoma Department of Securities
First National Center, Suite 860
120 North Robinson
Oklahoma City, Oklahoma 73102
(405) 280-7715
(405) 280-7742-fax
ADMINISTRATOR

Dated this 18th day of September, 2009.