

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



In the Matter of:

Equity Associates, LLC, and  
Garon Rayburn,

Respondents.

ODS File No. 13-026

**AGREEMENT**

**THIS AGREEMENT** is entered into by and among Equity Associates, LLC, Garon Rayburn (collectively, the "Respondents"), and the Administrator of the Oklahoma Department of Securities ("Department") (collectively, the "Parties") 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 (2011), the Department has conducted an investigation into the activities of Respondents, relating to the offer and sale of securities in the nature of notes, to determine whether violations of the Act occurred. In connection with the investigation, Respondents represented to the Department that they have sold notes to one individual.

Respondents desire to expeditiously resolve this matter without the initiation of an individual proceeding or adjudication of any issue of law or fact. Respondents enter into this Agreement without admitting or denying any liability, wrongful conduct, or violation of the Act.

The Parties hereto agree as follows:

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

2. **Rescission Offer.**

A. Within 10 days of the Effective Date of this Agreement, Respondents will send to Jacquelyn Taylor ("Taylor"), a written offer to repurchase the two notes, dated October 1, 2011, in the amounts of \$7,500 and \$35,000 ("Notes"), Respondents sold to her.

B. Respondents' offer to repurchase the Notes will be made in accordance with Sections 1-202(20) and 1-510 of

the Act:

- i. The offer will state the respect in which liability under Section 1-509 of the Act may have arisen and fairly advise Taylor of her rights in connection with the offer, and any financial or other information necessary to correct all material misstatements or omissions in the information that was required by the Act to be furnished to her at the time she purchased the Notes. The disclosed information shall include, but not be limited to, the risk that Taylor could lose her principal investment.
- ii. The offer will be to repurchase the Notes for cash, payable on delivery of the Notes, equal to the consideration paid, and interest at the legal rate of interest of 6% per year from the date of purchase, less the amount of any income received by Taylor on the Notes.
- iii. The offer will state that Taylor has 30 days, from the date she receives the offer, to accept the offer in writing.
- iv. Respondents must have the present ability to pay the amounts offered.
- v. The offer shall be delivered to Taylor or sent in a manner that ensures receipt by Taylor.
- vi. If Taylor accepts the offer in writing within the time period specified above, Respondents shall pay Taylor, in accordance with the terms of the offer, within 10 days of receiving Taylor's written acceptance.

C. Respondents shall provide copies of the rescission offer and Taylor's response, if any, to the Department within 10 days of sending the offer and receiving the response, respectively.

D. If rescission is effected, Respondents shall provide proof thereof to the Department within 10 days of paying Taylor.

3. **No Coercion.** Respondents enter 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.

4. **Public Record.** Respondents acknowledge and understand that 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 Respondents in connection with the offer and sale of the Notes to Taylor except as provided for in Paragraphs 6 and 7 below.

6. **Failure to Comply.** If Respondents fail to comply with this Agreement, this Agreement shall be treated as an order issued under the Act, and the Administrator may initiate an action against Respondents in the Oklahoma District Court in and for Oklahoma County as authorized by law.

7. **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 Respondents, 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 shall be binding unless executed in writing by each of the Parties hereto.

9. **Applicability.** This Agreement applies only to the activities of Respondents in connection with the offer and sale of the Notes to Taylor, 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. **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.

EQUITY ASSOCIATES, LLC

By: Garon Rayburn  
Garon Rayburn, Manager

Date: 6-27-13

Address: P.O. Box 720866  
Oklahoma City, OK  
73162

GARON RAYBURN

Garon Rayburn

Date: 6-27-13

Address: 6409 Blue Sky Way  
Oklahoma City, OK  
73162

OKLAHOMA DEPARTMENT OF SECURITIES

By: Irving L. Faught  
Irving L. Faught, Administrator

Date: July 5, 2013