

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



In the Matter of:

Timothy V. Longo (CRD #3059691),

Respondent.

ODS File 17-011

**AGREEMENT**

**THIS AGREEMENT** is entered into between Timothy V. Longo (CRD #3059691) ("Respondent") and the Administrator of the Oklahoma Department of Securities (the "Administrator" and the "Department") (collectively, the "Parties"), as of the Effective Date set forth below.

Respondent is a resident of New York. On August 26, 2016, Respondent applied for registration under the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011), as an agent of American Capital Partners, LLC (CRD #119249) ("ACP"), a broker-dealer registered under the Act. Respondent's application for registration is pending.

Respondent's pending application reflects that since Respondent was last registered under Oklahoma's securities laws on December 31, 2002, Respondent has been the subject of seven customer complaints, a regulatory action by the New York Stock Exchange that resulted in a censure and a four month suspension, and an internal review during which Respondent was permitted to resign.

To resolve the Department's concerns regarding Respondent's disclosure history, Respondent voluntarily enters into this Agreement without admitting or denying any violations of any securities laws.

The Parties hereto agree as follows:

1. **Jurisdiction.** The Administrator has jurisdiction over Respondent and the subject matter of this Agreement.
2. **Conditional Registration.** Within three business days of the Effective Date of this Agreement, Respondent's application for registration under the Act as an agent of ACP will be approved, subject to the following conditions:
  - a) For so long as Respondent is registered under the Act as an agent

of ACP, Respondent shall conduct his securities business from the home office of ACP where he will be subject to on-site supervision;

- b) Respondent will not place unsolicited telephone calls to Oklahoma residents who are not customers of ACP for the purpose of acquiring new securities business; and
- c) If Respondent becomes the subject of a written or oral customer complaint by an Oklahoma resident, Respondent, through ACP, shall notify the Administrator in writing within 30 business days of the earlier of Respondent's or ACP's receipt of such complaint.

3. **Request to Lift Conditions.** After two years from the Effective Date of this Agreement, Respondent may write to the Administrator and request that one or more of the conditions set forth above in paragraph 2 be lifted. The Administrator, using his discretion, may grant or deny any request to remove the conditions.

4. **Compliance with Act.** Respondent will comply with all applicable provisions of the Act and the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities including, but not limited to, Rule 660:11-5-42.

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.** The consideration for this Agreement is set forth in paragraph 2 above.

8. **Failure to Comply.** If Respondent fails to comply with this Agreement, this Agreement shall be treated as an Order issued under the Act, and the Administrator may take any action authorized by law including, but not limited to, revoking Respondent's registration under the Act.

9. **Limitation on Agreement.** Nothing in this Agreement shall prohibit the Administrator from taking further action against Respondent. Further, 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 against Respondent based upon information obtained from or by

the Administrator, 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.

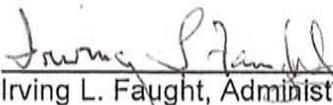
12. **Effective Date.** This Agreement shall be effective as of the date on which it is signed by the Administrator as set forth below his signature hereto.

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

  
TIMOTHY V. LONGO (CRD #3059691)

Date: 10/18/16

OKLAHOMA DEPARTMENT OF SECURITIES

By:   
Irving L. Faught, Administrator

Date: November 9, 2016