

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



In the Matter of:

Jim J. Hammons,

Respondent.

ODS File 14-017

**AGREEMENT**

**THIS AGREEMENT** is entered into between Jimmy Jay Hammons, also known as "Jim J. Hammons," (CRD# 4451341) ("Respondent") and the Administrator of the Oklahoma Department of Securities ("Department") (collectively, "Parties"), as of the Effective Date set forth below.

In September 2013, the Department commenced an investigation into the activities of Respondent to determine whether he committed violations of the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011), and/or the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities ("Rules"), Okla. Admin. Code §§ 660:1-1-1 through 660:25-7-1. In connection with the investigation, Respondent failed to provide relevant documentation and made statements to the Department that the Department determined impeded its investigation.

On April 29, 2014, the Department filed an Enforcement Division Recommendation ("Recommendation") in support of the imposition of sanctions on Respondent for violations of the Act and Rules. On June 30, 2014, Respondent filed an Answer to the Recommendation and requested a hearing on its merits. On October 8, 2014, the Department filed a Supplemental Recommendation alleging an additional violation of the Rules. Respondent has not filed an answer or response to the Supplemental Recommendation.

In lieu of the expenditure of further costs and time spent in further administrative action, Respondent desires to expeditiously resolve this matter without the adjudication of any issue of law or fact.

**NOW THEREFORE**, the Parties hereto agree as follows:

1. **Jurisdiction.** The Administrator has jurisdiction over Respondent and the subject matter of this Agreement.
2. **Voluntary Withdrawal of Registrations.** Within thirty (30) days of

the Effective Date of this Agreement, Respondent will apply to withdraw his registrations under the Act by filing, or causing to be filed, a completed Uniform Termination Notice for Securities Industry Registration (Form U5) in CRD. On his Form U5, Respondent will select "Other" as the "Reason for Termination" with the explanation that Respondent is voluntarily withdrawing his registrations under Oklahoma securities laws pursuant to an Agreement entered into with the Administrator of the Department.

3. **Reapplication.** Respondent may reapply for registration under Oklahoma securities laws after two (2) years from the Effective Date of this Agreement and upon retaking and passing the applicable examination(s) for the desired categories of registration. Any future application by Respondent for registration under Oklahoma securities laws will be subject to Section 1-411 of the Act or any successor provision(s) in Oklahoma securities laws relating to the denial, revocation, suspension, withdrawal, restriction, condition, and/or limitation of registration under Oklahoma securities laws.

4. **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.

5. **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.

6. **Consideration.** In consideration for this Agreement, the Administrator will not take further action against Respondents in connection with the Recommendation or Supplemental Recommendation, except as provided for in Paragraphs 7 and 8 below.

7. **Failure to Comply.** If Respondent fails to file a Form U5 within thirty (30) days of the Effective Date of this Agreement as required by paragraph 2 above, the Administrator may, in his discretion, issue an order revoking Respondent's registrations under the Act for the violations alleged in the Recommendation and Supplemental Recommendation without affording Respondent prior notice of the issuance of the order or an opportunity for hearing on whether the order should be issued. If Respondent fails to comply with any other provision of 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, imposing sanctions authorized by Section 1-411 of the Act.

8. **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.

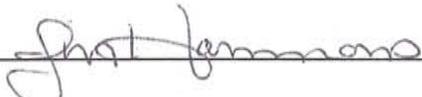
9. **Entire Agreement.** This writing constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by each of the Parties hereto.

10. **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.

11. **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.

**JIMMY JAY HAMMONS**

  
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Date: 10/31/14

**OKLAHOMA DEPARTMENT OF SECURITIES**

By:   
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Irving L. Faught, Administrator

Date: November 10, 2014

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 10th day of November, 2014, a true and correct copy of the above and foregoing *Agreement* was emailed to perry@dentonlawfirm.com and tiffany@dentonlawfirm.com and mailed with postage prepaid thereon, addressed to:

Mr. Perry Tirrell, Esq.  
Denton Law Firm  
925 West State Highway 152  
Mustang, OK 73064

**Counsel for Respondent**

  
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Terra Bonnell