

STATE OF OKLAHOMA  
DEPARTMENT OF SECURITIES  
THE FIRST NATIONAL CENTER  
120 N. ROBINSON, SUITE 860  
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

T.S. Phillips Investments, Inc. (CRD #124348),  
Wanda Ross (CRD #3112244),  
Sharon Allman (CRD #4290600), and  
Thompson S. Phillips Jr. (CRD #843039),

Respondents.

ODS File No. 10-061

**AGREEMENT RELATING TO T.S. PHILLIPS INVESTMENTS, INC.,  
AND THOMPSON S. PHILLIPS JR.**

**THIS AGREEMENT** is entered into between T.S. Phillips Investments, Inc. ("TSP"), Thompson S. Phillips Jr. ("Phillips"), personally and on behalf of TSP, and the Administrator ("Administrator") of the Oklahoma Department of Securities ("Department") as of the Effective Date set forth below. The entities and persons identified in this paragraph are collectively referred to as "the Parties" in this Agreement.

Pursuant to Section 1-602 of the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (Supp. 2009), the Department conducted an investigation into certain alleged activities of TSP, Phillips, Wanda Ross and Sharon Allman (collectively, "Respondents") to determine whether violations of the Act and/or the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities ("Rules") may have occurred. Based thereon, an *Enforcement Division Recommendation* ("Recommendation") was filed with the Administrator on June 10, 2010, in support of the imposition of sanctions against Respondents.

Respondents Phillips and TSP enter into this Agreement without the adjudication of any issue of law or fact and without admitting or denying a violation of the Act or Rules, except admitting that the Administrator has jurisdiction over Phillips and TSP and the subject matter of this action. Phillips and TSP voluntarily waive their right to a hearing provided by the Act, the Rules, and the Oklahoma Administrative Procedures Act, and any right to appeal.

The undersigned Parties hereto agree as follows:

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

2. **Compliance with the Act.** Phillips and TSP shall comply with all provisions of the Act and Rules in connection with offers and/or sales of securities in and/or from the state of Oklahoma.

3. **Cost of Investigation.** Phillips and TSP shall pay the Department the amount of \$5,000.00 each for the costs of the investigation into this matter and shall not be reimbursed by any third party. The payments shall be made by check, cashier's check, or money order payable to the "Oklahoma Department of Securities" and shall be received by the Department within thirty days of the Effective Date of this Agreement at the following address:

Oklahoma Department of Securities  
120 North Robinson Avenue, Suite 860  
Oklahoma City, OK 73102

4. **Public Record.** Phillips and TSP 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. **No Coercion.** Phillips and TSP 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.

6. **Consideration.** In consideration for this Agreement, the Administrator will not take further action against Phillips or TSP in connection with the allegations contained in the Recommendation, except as provided in Items 7 and 9 below.

7. **Failure to Comply.** If Phillips and/or TSP fail to comply with Item 3 above, all registrations of Phillips and/or TSP will be summarily suspended until Phillips and/or TSP has complied with Item 3 above. If Phillips and/or TSP fail to comply with this Agreement in any other respect, the Department may initiate an action against Phillips and/or TSP as authorized by the Act. If Phillips or TSP has made any false or misleading statement to the Administrator or any representative of the Department in connection with this matter, this Agreement shall be deemed null and void, and the Parties shall proceed with a hearing in the above-captioned proceeding.

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. **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 Phillips or TSP, the Administrator may assist in such action as authorized by law.

10. **Applicability.** This Agreement applies only to the activities of Phillips and TSP and to no others. It is further agreed that the execution of this Agreement does not mean that the Administrator has passed in any way upon the merits or qualifications of, or recommended or given approval to, 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.

**THOMPSON S. PHILLIPS JR.**

*T S Phillips Jr*

Date: 8/26/10

**T.S. PHILLIPS INVESTMENTS, INC.**

By: *T S Phillips Jr*

Title: President

Date: 8/26/10

**OKLAHOMA DEPARTMENT OF SECURITIES:**

By: *Irving L. Faught*

Irving L. Faught, Administrator

Date: August 27, 2010