

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

AUG - 3 2010

PATRICIA PRESLEY, COURT CLERK
by _____
DEPUTY

Oklahoma Department of Securities]
ex rel. Irving L. Faught,]
Administrator,]

Plaintiff,]

v.]

Case No. CJ-2010-5268

Firststar Financial Group of Central]
Oklahoma, LLC, an Oklahoma limited]
liability company; John Joseph Hamilton,]
an individual, Robin L. Peck,]
an individual,]

Defendants.]

ANSWER

COMES NOW Defendant John J. Hamilton ("Hamilton") and Defendant Firststar Financial Group of Central Oklahoma, LLC ("Firststar," and with Defendant Hamilton, the "Defendants") and submits the foregoing Answer to the Plaintiff's Petition for Permanent Injunction and Other Equitable Relief (the "Petition") filed in this matter on June 24, 2010.

In corresponding form to the numbered paragraphs in the Petition, the Defendants state as follows:

1. To the extent that paragraph 1 makes any allegations against the Defendants, such allegations are denied.
2. The Defendants admit that this action is brought pursuant to Section 1-603 of the Act and deny the remainder of paragraph 2.
3. The Defendants admit jurisdiction of the Court and deny the remainder of paragraph 3.
4. Denied.

5. Defendant Firststar admits that it is an Oklahoma limited liability company domiciled in Oklahoma and denies the remainder of paragraph 5.
6. Defendant Hamilton admits that he was previously licensed to sell insurance in Oklahoma, is no longer licensed, is not licensed under the Act, and that he is a managing member of Firststar. Defendant Hamilton denies the remainder of paragraph 6.
7. To the extent that paragraph 7 makes any allegations against the Defendants, such allegations are denied.
8. Defendant Firststar admits that it has placed advertisements in the *Oklahoman* promoting FDIC insured certificates of deposit and denies the remainder of paragraph 8.
9. Defendant Firststar denies the first sentence of paragraph 9 and admits the remainder.
10. Defendant Firststar admits that the phrase "Your Safe Money Solution" is in certain of its advertisements and denies the remainder of paragraph 10.
11. Defendant Firststar denies the first sentence of paragraph 11. To the extent that the remainder of paragraph 11 makes any allegations against the Defendants, such allegations are denied.
12. Defendant Firststar admits that the language stated in sub-paragraphs "a" through "c" were used in a Firststar generic brochure that has not been in use for over a year.
13. Denied.

14. Defendant Firststar admits that it pays a promotional incentive to CD purchasers and denies the remainder of paragraph 14.
15. The Defendants deny that there are "Investment Program Interests" and admit that the alleged "Investment Program Interests" have not been registered under the Act.
16. Denied.
17. Denied.
18. Denied.
19. Denied.
20. Defendant Hamilton denies hosting seminars relating to the alleged A&O Bonds and denies the remainder of paragraph 20 to the extent it makes any allegations against Defendant Hamilton.
21. The Defendants do not have sufficient information to admit or deny the statements made in paragraph 21 and thus deny the same.
22. To the extent that paragraph 22 makes any allegations against the Defendants, all such allegations are denied.
23. To the extent that paragraph 23 makes any allegations against the Defendants, all such allegations are denied.
24. To the extent that paragraph 24 makes any allegations against the Defendants, all such allegations are denied.
25. Defendant Hamilton admits involvement in certain sales of A&O Bonds including non-accredited investors and denies the remainder of paragraph 25.
26. Admitted.

27. The Defendants do not have sufficient information to admit or deny the statements made in paragraph 27 and thus denies the same.
28. Admitted, upon information and belief.
29. Denied.
30. Denied.
31. Denied.
32. Denied.
33. To the extent that paragraph 33 makes any allegations against the Defendants, all such allegations are denied.
34. Paragraph 34 states only legal conclusions which require no admission or denial by the Defendants. To the extent that paragraph 34 makes any allegations against the Defendants, all such allegations are denied.
35. Paragraph 35 states only legal conclusions which require no admission or denial by the Defendants. To the extent that paragraph 35 makes any allegations against the Defendants, all such allegations are denied.
36. Denied.
37. Denied.
38. Denied.
39. To the extent that paragraph 39 makes any allegations against the Defendants, all such allegations are denied.
40. Paragraph 40 states only legal conclusions which require no admission or denial by the Defendants. To the extent that paragraph 40 makes any allegations against the Defendants, all such allegations are denied.

41. Paragraph 41 states only legal conclusions which require no admission or denial by the Defendants. To the extent that paragraph 41 makes any allegations against the Defendants, all such allegations are denied.
42. Paragraph 42 states only legal conclusions which require no admission or denial by the Defendants. To the extent that paragraph 42 makes any allegations against the Defendants, all such allegations are denied.
43. Paragraph 43 states only legal conclusions which require no admission or denial by the Defendants. To the extent that paragraph 43 makes any allegations against the Defendants, all such allegations are denied.
44. Defendant Hamilton admits that he is not a registered Agent under the Act and denies the remainder of paragraph 44.
45. Denied.
46. Denied.
47. To the extent that paragraph 47 makes any allegations against the Defendants, all such allegations are denied.
48. Denied.
49. Denied.
50. Denied.
51. Denied.
52. Denied.
53. To the extent that paragraph 53 makes any allegations against the Defendants, all such allegations are denied.
54. Denied.

55. Denied.

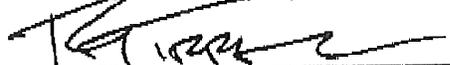
56. Denied.

57. Denied.

WHEREFORE the Defendants pray that the Petitioner take nothing from this action and that the Defendants are granted all costs and fees incurred in defense of this action and any and all other relief that the Court deems just and proper.

Dated: August 3, 2010

Respectfully submitted,
P.R. TIRRELL, PLLC



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CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document was served on the following parties or their counsel of record, as indicated below, on the 3rd day of August, 2010:

Via hand delivery:

Patricia A. Labarthe, Esq.
Jennifer Shaw, Esq.
Oklahoma Department of Securities
120 N. Robinson, Suite 860
Oklahoma City, OK 73102



P.R. Tirrell

VERIFICATION

State of Oklahoma)
)
County of Oklahoma)

I, John J. Hamilton, being of lawful age and first duly sworn upon my oath, state as follows:

1. That I am a Defendant in the foregoing action;
2. That I have read and understand the attached *Answer*; and
3. That the contents thereof are true and correct to the best of my knowledge and belief.


Name _____

Subscribed and sworn to before me, the undersigned authority, on this _____ of August, 2010.




Notary Public

My Commission Expires:
9-5-2010