

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS
JAN 20 2022

UNITED STATES OF AMERICA §
§
v. §
§
DEREK ROBERT HAMM §
a/k/a D. Wayne Hamm II §
a/k/a Wayne Hamm §
a/k/a D. Wayne H. §
a/k/a DW Hamm §
a/k/a RD Hamm §

BY
DEPUTY
NO: 6:22-CR-7-JCB-KNM
JUDGES

INDICTMENT

THE UNITED STATES GRAND JURY CHARGES:

General Allegations

At all times relevant to this Indictment:

The Defendant and Related Entities

1. Defendant **Derek Robert Hamm** was a resident of Flint, Texas, in the Eastern District of Texas. **Derek Robert Hamm** is also known as D. Wayne Hamm II, Wayne Hamm, D. Wayne H., DW Hamm, and RD Hamm.

2. Hamm’s Oilfield Goods and Services was a Texas limited liability company. Formed on December 16, 2011, the company is currently inactive. **Derek Robert Hamm** was the Registered Agent and Managing Member. On August 20, 2021, the entity had its charter revoked by the State of Texas due to tax reasons.

3. Continental Instruments was a Texas limited liability company. Formed on March 23, 2016, the company was originally referred to as “Hamm’s Oilfield Rentals,

LLC.” A Certificate of Amendment was filed on April 27, 2017 that changed the name from Hamm’s Oilfield Rentals to Continental Instruments. **Derek Robert Hamm** was a Governing Person and Managing Partner. On January 18, 2018, the entity had its charter revoked by the State of Texas.

Relevant Financial Institutions

4. Texas National Bank is a “financial institution,” as defined by Title 18, United States Code, Section 20. It is based in Jacksonville, Texas, in the Eastern District of Texas.

5. JP Morgan Chase bank is a “financial institution,” as defined by Title 18, United States Code, Section 20. It is based in New York City, New York, in the Southern District of New York.

6. Austin Bank is a “financial institution,” as defined by Title 18, United States Code, Section 20. It is based in Jacksonville, Texas, in the Eastern District of Texas.

7. Wells Fargo bank is a “financial institution,” as defined by Title 18, United States Code, Section 20. It is based in San Francisco, California, in the Northern District of California.

The Fictional Derek Robert Hamm Persona

8. A critical component of defendant **Derek Robert Hamm**’s scheme was creating the persona of a well-connected, successful oilman. He conveyed reliability and competency by claiming that he was a decorated war hero. By presenting himself as this

larger-than-life character, **Derek Robert Hamm** was able to convince people to invest money in his criminal schemes.

Purported Family to Harold Hamm and Continental Resources, Inc.

9. One of the lies that **Derek Robert Hamm** told investors was that he was related to Harold Hamm, a billionaire oilman in Oklahoma who owns Continental Resources, Inc. **Derek Robert Hamm** claimed to have “inside knowledge” about the oilfield business and financial wherewithal due to his supposed connections with Harold Hamm and Continental Resources, Inc. He claimed to be a majority shareholder in Continental, which he described as “one of the major oil producers in the U.S.”

10. In reality, **Derek Robert Hamm** has no familial relation to Harold Hamm. Harold Hamm sued **Derek Robert Hamm** in Oklahoma state court for making multiple false representations of affiliation, connection, association, and/or legal relation with him and with Continental Resources, Inc. The lawsuit identified **Derek Robert Hamm’s** LinkedIn page wherein he identified himself as the “Vice President of Continental” in the “Oklahoma City, Oklahoma area.” It also alleged that **Derek Robert Hamm** had made false oral representations to numerous people that was related to Harold Hamm, and specifically, that Harold Hamm was his uncle or great uncle and that Harold Hamm had promised **Derek Robert Hamm** an ownership interest in his assets, in Continental Resources, and/or in Continental Resources’ assets. Harold Hamm and Continental Resources, Inc. obtained a judgment against **Derek Robert Hamm** for \$10,000.00 in July 2019 and later recorded that judgment in Smith County, Texas.

Claims of Being a Decorated War Hero

11. **Derek Robert Hamm** presented himself to investors and to others as a decorated war hero. He claimed to have been a sergeant in the United States Army and a “special operator for the Army Special Forces.” He claimed that he spent 10 years in the Army with the 1st Battalion, 5th Group, Delta Company, and had served multiple tours of duty in Iraq, Afghanistan, and in other Middle Eastern countries. He claimed that he was a “master Airborne Soldier” with 258 combat jumps while serving in the Army. **Derek Robert Hamm** claimed that he received a Purple Heart, a Silver Star, a Bronze Star, and a Distinguished Service Cross for his service. He also claimed that he attended the United States Military Academy at West Point and graduated in 2003.

12. In reality, **Derek Robert Hamm** enlisted in the Indiana National Guard on January 24, 2001 as an E-1/Private. He completed Basic Combat Training in August 2001 and Infantry Military Occupational Specialty (MOS) training in July 2002. He deployed to Iraq with HHC, 1st Battalion, 152nd Infantry from February 16, 2003 to February 15, 2004. When his deployment ended, **Derek Robert Hamm** transferred to the Oklahoma National Guard on January 10, 2007. He was discharged from military service in August 2007 as an E-4/Specialist. He received decorations for his service, including the Army Service Ribbon, Combat Infantry Badge, Global War on Terrorism Service Medal, and Iraq Campaign Medal.

13. **Derek Robert Hamm** has never received a Purple Heart, a Silver Star, a Bronze Star, or a Distinguished Service Cross. He was never promoted to Sergeant. He

was never a member of the Army Special Forces. He never went to Airborne school. He never attended or graduated from West Point.

Other Claims of Purported Expertise

14. **Derek Robert Hamm** told investors and others that he had an “extensive career” in the oil industry, specifically in drilling, operating, engineering, and refining. He claimed to own and operate more than 7,000 oil wells across seven states including Texas, Louisiana, Oklahoma, South Dakota, North Dakota, New Mexico, and Illinois. He claimed to be the president of Starlight, LLC and to own a refinery in San Antonio that produced 25,000 billion barrels of petroleum liquids (BBLs) per day. He claimed to have a master’s degree in mechanical engineering from Arkansas State University and a special degree from the American Society of Mechanical Engineers.

15. In reality, **Derek Robert Hamm** did not own any oil wells anywhere. He was not the president of Starlight, LLC and does not own an oil refinery. He has not earned a bachelor’s degree from any college or university.

COUNT ONE

Violation: 18 U.S.C. § 1343
(Wire Fraud)

16. The General Allegations section of this indictment is realleged and incorporated by reference as though fully set forth herein.

17. From in or about May 2016, and continuing through in or about June 2018, the exact dates being unknown, in the Eastern District of Texas, and elsewhere, the

defendant, **Derek Robert Hamm**, knowingly devised and intended to devise a scheme and artifice to defraud Company 1, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises.

Purpose of the Scheme and Artifice

18. It was the purpose of the scheme and artifice for the defendant to unlawfully and unjustly enrich himself by obtaining money from Company 1 by means of materially false and fraudulent pretenses, representations, and promises.

The Scheme and Artifice

19. The manner and means by which the defendant sought to accomplish the purpose of the scheme and artifice included, among others, the following:

20. In early 2016, **Derek Robert Hamm** met with investors of Company 1, a limited liability company, concerning a potential investment. Company 1 consisted of members J.M. and B.M. located in Tyler, Texas; J.P. and E.P. located in Cornelius, North Carolina; and K.A.G, located in Mooresville, North Carolina. The company was formed to raise money for a trust for the minor daughter of J.M. and B.M. due to her diagnosis of a serious medical condition. Money earned by Company 1 would fund the lifetime medical care that the minor daughter would require.

21. **Derek Robert Hamm** told members of Company 1 of an investment opportunity for Hamm's Oilfield Rentals, LLC to construct machines called "sand separators" for use in the oil industry. According to **Hamm**, he would build the machines for Company 1, work out rental contracts with oil companies such as Marathon

Oil and Apache Oil, and Company 1 would then receive monthly rental income from the rental of the machines.

22. Relying on **Derek Robert Hamm's** representations, Company 1 wired \$200,000.00 from Texas National Bank to Hamm's Oilfield's JP Morgan Chase bank account on May 25, 2016.

23. Between May 2016 and December 2017, Company 1 and **Derek Robert Hamm** continued communication regarding the separator units. At various times, **Derek Robert Hamm** indicated that the units were located in New Mexico, North Dakota, and Colorado. Although the units were reported to be moving around in the oil field industry, Company 1 received no rental money.

24. Company 1 partners requested to inspect the units in person, but **Derek Robert Hamm** told them they could not visit the worksites, and due to liability reasons he could not allow anyone to come to visit the production facility. In reality, **Hamm** did not own a production facility, and Hamm's Oilfield Goods and Services did not possess the expertise or equipment to manufacture separators.

25. Company 1 partners requested pictures of the units and the serial numbers of the units. **Derek Robert Hamm** never provided pictures and claimed that the units did not have serial numbers. When asked to provide titles for the units, **Derek Robert Hamm** stated he would not provide pictures of the titles and would only provide the hardcopy paper titles upon receipt of money from Company 1 for back taxes and other fees.

26. Company 1 hired counsel to recoup its \$200,000 investment or to receive the units they had purchased from Hamm's Oilfield Rentals in early 2018. In response to Company 1's demands, **Derek Robert Hamm** represented that he had fulfilled all of his obligations to Company 1 and that he had been trying to deliver the Hamm-manufactured units to Company 1 for more than a year.

27. In June 2018, **Derek Robert Hamm** delivered two separator units to Karis Industries, a location identified by Company 1. Contrary to his representations to Company 1, the delivered units had asset tags that indicated they were manufactured in 2014 by another company and not by Hamm's Oilfield Rentals. Company 1 refused the delivery of the separators because they were not the units that Company 1 had ordered.

28. **Derek Robert Hamm** refused to return Company 1's \$200,000 investment.

Act in Execution of the Scheme and Artifice

29. On or about the dates specified below, in the Eastern District of Texas and elsewhere, for the purpose of executing and attempting to execute the above-described scheme and artifice to defraud and obtain money from the victim, Company 1, by means of false and fraudulent pretenses, representations, and promises, the defendant, **Derek Robert Hamm**, knowingly transmitted and caused to be transmitted by means of wire communication in interstate and foreign commerce the writings, signs, signals, pictures, and sounds described below:

Count	Date	Description of Interstate Wire
1	April 3, 2017	Text message from Hamm in Texas to Company 1 representative J.P. in North Carolina concerning

		the status of the sand-separator machine order
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In violation of 18 U.S.C. § 1343.

COUNTS TWO THROUGH THIRTEEN

Violation: 18 U.S.C. § 1343
(Wire Fraud)

30. The General Allegations section of this indictment is realleged and incorporated by reference as though fully set forth herein.

31. From in or about October 2020, and continuing through in or about September 2021, the exact dates being unknown, in the Eastern District of Texas, and elsewhere, the defendant, **Derek Robert Hamm**, knowingly devised and intended to devise a scheme and artifice to defraud J.O.1 and J.O.2, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises.

Purpose of the Scheme and Artifice

32. It was the purpose of the scheme and artifice for **Derek Robert Hamm** to unjustly enrich himself by obtaining investment moneys under false and misleading pretenses, including making false statements about investment opportunities.

The Scheme and Artifice

33. The manner and means by which the defendant sought to accomplish the purpose of the scheme and artifice included, among others, the following:

34. In furtherance of the scheme, beginning in October 2020, defendant **Derek Robert Hamm** presented false investment opportunities to J.O.1 and J.O.2. **Derek Robert Hamm** told the victim investors that he owned thousands of oil wells and that his uncle was billionaire oilman Harold Hamm, owner of Continental Resources, Inc.

35. **Derek Robert Hamm** told J.O.1 and J.O.2 that he was a decorated combat veteran and that he had received a Purple Heart, Silver Star, and Bronze Star for his service.

36. Based on his purported experience in the oil business, **Derek Robert Hamm** told J.O.1 about an investment opportunity for new oil leases in East Texas during a golf outing on October 22, 2020. He claimed that oil lease owners were “losing their shirts” due to the recent drop in oil prices and that those owners needed to sell their interests in wells to avoid further losses. **Derek Robert Hamm** told J.O.1 that he had recently purchased 700 East Texas wells himself and that he knew of two more oil leases, the Allison and Williams leases, that were going on sale that very day. In reality, Hamm had already entered into a business relationship with the owners of the Allison and Williams leases for himself.

37. **Derek Robert Hamm** told J.O.1 that there were 23 wells between the two leases that would be available for purchase. He explained that the leases would require investments of \$800,00.00 from both **Hamm** and J.O.1, that the Williams lease would require additional funds of \$225,000.00 each, and the Allison lease would require additional funds of \$350,000.00 to rework equipment and to redrill some of the already existing wells. **Hamm** assured J.O.1 that following these initial investments and

improvements, both the Allison and Williams leases would begin producing enough oil for them to make their money back by March 2021. In reality, there were 15 wells between the Allison and Williams leases, and **Hamm** was receiving production revenue from the actual lease operator.

38. **Derek Robert Hamm** indicated that he would equally match J.O.1's investments for the Allison and Williams leases and **Hamm** and J.O.1 would be partners. Of the 100% purported interest in those leases, **Derek Robert Hamm** would own 42.5%, J.O.1 would own 42.5%, and the mineral rights owner would retain 15%.

39. On October 23, 2020, **Derek Robert Hamm** told J.O.1 that the required initial investment increased to \$850,000.00. J.O.1 wired \$850,000.00 from Wells Fargo bank account ending in 5190 to Austin National Bank account ending in 8078, belonging to Continental Instruments, LLC. **Derek Robert Hamm** did not possess \$850,000.00 of personal funds—nor did Continental—to match J.O.1's investment, and **Hamm** never provided \$850,000.00 to match J.O.'s investment.

40. Over the next several months, **Derek Robert Hamm** continued to obtain investments from J.O.1 for the Allison and Williams leases. Communicating largely through text messages, **Derek Robert Hamm** would notify J.O.1 of varying amounts of lease-related expenses that had arisen. J.O.1 would respond by paying his 50% share of each expense by wiring money from his Wells Fargo bank account to Continental's account at Austin Bank. Between October 23, 2020 and May 17, 2021, J.O.1 wired **Derek Robert Hamm** a total of \$1,457,500.00 from his Wells Fargo account to

Continental’s Austin Bank account. In total, between October 2020 and October 2021, **Derek Robert Hamm** requested J.O.1 and J.O.2 to send him \$3,200,000.00.

41. During those months of “partnering” with **Derek Robert Hamm**, J.O.1 asked for documentation substantiating the existence and production of the wells, including records from the Texas Railroad Commission proving up the details of the partnership in the leases. J.O.1 and J.O.2 later learned from the Railroad Commission that the Allison and Williams leases had been severed. J.O.1 and J.O.2 learned that they had never been included or identified on any paperwork filed with the Railroad Commission concerning the production of the Allison and Williams leases.

42. **Derek Robert Hamm** never paid any oil royalties to J.O.1 and J.O.2.

Acts in Execution of the Scheme and Artifice

43. On or about the dates specified as to each count below, in the Eastern District of Texas and elsewhere, for the purpose of executing and attempting to execute the above-described scheme and artifice to defraud and obtain money from the victims, J.O.1 and J.O.2, by means of false and fraudulent pretenses, representations, and promises, the defendant, **Derek Robert Hamm**, knowingly transmitted and caused to be transmitted by means of wire communication in interstate and foreign commerce the writings, signs, signals, pictures, and sounds described below:

Count	Date	Interstate Wire from J.O.s’ Wells Fargo Bank account to Continental’s Austin Bank Account
2	October 23, 2020	\$850,000.00
3	November 4, 2020	\$37,000.00
4	November 15, 2020	\$37,500.00
5	November 19, 2020	\$77,500.00

6	November 20, 2020	\$75,000.00
7	November 25, 2020	\$80,000.00
8	December 1, 2020	\$75,000.00
9	December 7, 2020	\$62,500.00
10	December 15, 2020	\$77,500.00
11	December 22, 2020	\$40,000.00
12	April 9, 2021	\$35,000.00
13	May 17, 2021	\$10,000.00

All in violation of 18 U.S.C. § 1343.

COUNT FOURTEEN

Violation: 18 U.S.C. § 498
(Use of a Forged Military Discharge Certificate)

44. On or about May 7, 2020, in the Eastern District of Texas, the defendant, **Derek Robert Hamm**, used and unlawfully exhibited, knowing the same to be forged, counterfeited, or falsely altered, a certificate of discharge from the military of the United States, that is, a DD Form 214, that states in pertinent part that **Derek Robert Hamm** served in the 2nd Battalion of the 5th Special Forces Group, that he had completed Airborne and Special Forces training schools, and that he earned several military awards, including the Bronze Star Medal. On this date, **Derek Robert Hamm** presented the false DD 214 to the 114th District Court of Smith County, Texas.

In violation of 18 U.S.C. § 498.

COUNT FIFTEEN

Violation: 18 U.S.C. § 704(a)
(Military medals or decorations)

45. Beginning on a date unknown and continuing until on or about December 15, 2021, in the Eastern District of Texas, the defendant, **Derek Robert Hamm**, did knowingly purchase any decoration or medal authorized by Congress for the armed forces of the United States, and any of the service medals or badges awarded to the members of such forces, and the ribbon, button, and rosette of any such badge, decoration or medal, and any colorable imitation thereof, without authorization under regulations made pursuant to law, to wit: a Purple Heart, a Silver Star, a Bronze Star, a Distinguished Service Cross, and any replacement and duplicate medal authorized by law.

In violation of 18 U.S.C. § 704(a).

COUNT SIXTEEN

Violation: 18 U.S.C. § 704(b)
(Fraudulently Holding Oneself Out to Be a Recipient of Military Medals or Decorations)

46. The General Allegations section of this indictment are realleged and incorporated by reference as though fully set forth herein.

47. Beginning on a date unknown and continuing until on or about December 15, 2021, in the Eastern District of Texas, the defendant, **Derek Robert Hamm** did, with intent to obtain money, property, or other tangible benefits, fraudulently hold himself out to be a recipient of a decoration or medal described in 18 U.S.C. §§ 704(c)(2) and (d), to

wit: a Purple Heart, a Silver Star, a Distinguished Service Cross, and any replacement and duplicate medal authorized by law.

In violation of 18 U.S.C. § 704(b).

COUNTS SEVENTEEN THROUGH THIRTY-ONE

Violation: 18 U.S.C. § 1957
(Engaging in a Monetary Transaction with Criminally Derived Property)

48. The General Allegations section of this indictment are realleged and incorporated by reference as though fully set forth herein.

49. On or about the dates set forth below, in the Eastern District of Texas, and elsewhere, the defendant, **Derek Robert Hamm**, did knowingly engage and attempt to engage in a monetary transaction by, through, and to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than \$10,000, that is the transfer of funds, such property having been derived from a specified unlawful activity, that it, wire fraud, a violation of 18 U.S.C. § 1343.

Count	Approximate Date	Financial Transaction
17	October 26, 2020	Check written from Continental's Austin Bank account to Susan Robinson Jewelry for \$66,303.13
18	October 26, 2020	Wire transfer of \$37,792.50 from Continental's Austin Bank account to David Yurman Jewelry
19	October 26, 2020	Check written from Continental's Austin Bank account to Russell Korman Jewelry for \$50,000.00
20	October 26, 2020	Wire transfer of \$11,076.35 from Continental's Austin Bank account to BarclayCard credit card

21	October 26, 2020	Check written from Continental's Austin Bank account to Lexus Financial Services for \$71,737.00
22	October 27, 2020	Wire transfer of \$18,000.00 from Continental's Austin Bank account to Brinker Manufacturing Jewelers, Inc.
23	November 1, 2020	Check written from Continental's Austin Bank account to GM Financial for \$31,713.76
24	November 21, 2020	Check written from Continental's Austin Bank account to Broadway Powersports for \$23,282.09
25	January 4, 2021	Check written from Continental's Austin Bank account to Peter's Autosports for \$57,057.95
26	January 5, 2021	Check written from Continental's Austin Bank account to Wagner Cadillac for \$30,000.00
27	January 30, 2021	Check written from Continental's Austin Bank account to David Yurman Jewelry for \$25,276.38
28	February 24, 2021	Wire transfer \$22,900.00 from Continental's Austin Bank account to First AV Group for a private air charter
29	February 27, 2021	Check written from Continental's Austin Bank account to David Yurman Jewelry for \$41,305.33
30	March 8, 2021	Check written from Continental's Austin Bank account to The Blind Place for \$16,098.06
31	April 19, 2021	Check written from Continental's Austin Bank account to C. Davis Heating and Air for \$12,730.97

All in violation of 18 U.S.C. § 1957.

COUNT THIRTY-TWO

Violation: 18 U.S.C. § 922(g)(1)
(Felon in Possession of a Firearm and
Ammunition)

50. On or about December 15, 2021, in the Eastern District of Texas, the defendant, **Derek Robert Hamm**, did knowingly possess, in or affecting interstate or foreign commerce, firearms and ammunition, to wit:

- i. SKS 7.62 x 39mm Rifle, Model Sporter, with One (1) Magazine;
- ii. Remington 12 Gauge Shotgun, Model 870 Wingmaster;
- iii. Browning 20 Gauge Shotgun, Model Silver Hunter;
- iv. Mossberg 20 Gauge Bolt Action Shotgun, Model 185d;
- v. Sako .270 Caliber Bolt-Action Rifle, Unknown Model;
- vi. Remington 12 Gauge Shotgun, Model 870 Wingmaster;
- vii. Winchester .44 Caliber Rifle, Model Ranger;
- viii. Heritage .22 Caliber Revolver, Model Rough Rider;
- ix. Rossi .38 Caliber Revolver, Unknown Model;
- x. Rossi .38 Caliber Revolver, Unknown Model;
- xi. North American Arms .22 Caliber Revolver, Unknown Model;
- xii. Browning 12 Gauge Over/Under Shotgun, Model Citori;
- xiii. Winchester .270 Caliber Rifle, Model 70 XTR;
- xiv. Winchester 16 Gauge Shotgun, Model 12;
- xv. Intratech 9mm Pistol, Model Tech Nine with One (1) Magazine;
- xvi. Marlin 9mm Rifle, Model 9, with One (1) Magazine;

- xvii. Walther 9mm Handgun, Model P38, with One (1) Magazine;
- xviii. North American Arms .22 Caliber Revolver, Unknown Model;
- xix. Stoeger 12 Gauge Shotgun, Model Coach Gun;
- xx. Romarm/Cugir Gp 7.62 X 39mm Rifle, Model Wasr-10/63, with One (1) Magazine;
- xxi. Sportarms 9mm Handgun, Unknown Model;
- xxii. Taurus .22 Caliber Revolver, Model 941;
- xxiii. Kahr .380 Caliber Handgun, Model Cw380;
- xxiv. Glock .45 Caliber Handgun, Model 21, with One (1) Magazine;
- xxv. Sig Sauer 9mm Handgun, Model P226, with One (1) 15 Round Magazine and One (1) 30 Round Magazine;
- xxvi. Colt Custom .38 Super Handgun, Unknown Model;
- xxvii. Glock .40 Caliber Handgun, Model 35;
- xxviii. Smith & Wesson 5.56mm Rifle, Model M&P 15, with Two (2) 30 Round Pmag Magazines;
- xxix. Remington .270 Caliber Rifle, Model 760 Gamemaster, with Bushnell Scope;
- xxx. Browning .300 Caliber Rifle, Model Medallion;
- xxxi. One (1) Box Containing Forty-Two (42) Remington .38 Caliber Rounds;
- xxxii. Browning 12 Gauge Shotgun, Model Gold Hunter;
- xxxiii. Remington .22-250 Caliber Rifle, Model 788, with Redfield Scope;
- xxxiv. Cobray 9mm Pistol, Model M-11, with One (1) Magazine;

- xxxv. American Tactical .223/5.56mm Multi-Cal Rifle, Model Omni Hybrid;
- xxxvi. Smith & Wesson .38+P Caliber Revolver, Model Airweight;
- xxxvii. One (1) Sig Sauer P938 Magazine;
- xxxviii. Sig Sauer 9mm Handgun, Model P938;
- xxxix. Dan Wesson .45 Caliber 8 Round Magazine with Six (6) .45 Caliber Rounds;
- xl. Dan Wesson .45 Caliber Handgun, Model Guardian;
- xli. Smith & Wesson .357 Magnum Revolver, Model 681;
- xlii. One (1) Black American Tactical S60 M4/AR Magazine with Fifty (50) Rounds and One (1) Loose Round of .223 Caliber Ammunition;
- xliii. Daniel Defense .223 Caliber Rifle, Model M4 Carbine, with Two (2) Lights;
- xliv. Smith & Wesson .38 Caliber Revolver, Unknown Model;
- xlv. One (1) Black Pmag Magazine with Thirty (30) Rounds Of .223 Caliber Ammunition;
- xlvi. One (1) Brass Maxx Container of 9mm Luger Ammunition (91 Rounds);
- xlvii. Henry .22 Caliber Rifle, Model H002b, with Two (2) Magazines;
- xlviii. 352 rounds of 20 Gauge Shotgun Shells;
- xlix. Seven (7) 7.62 X 39mm Magazines and One (1) 9mm Magazine;
- l. 223 rounds of 9mm Ammunition;
- li. 974 rounds of .40 Caliber Ammunition;
- lii. 1,261 rounds of 7.62 X 39mm Russian Ammunition;

- liii. 121 rounds of .308 Winchester Ammunition;
- liv. 2,099 rounds of 5.56mm Ammunition;
- lv. 33 rounds of .25 W SSM Caliber Ammunition;
- lvi. 63 rounds of .38 Caliber Ammunition;
- lvii. 837 rounds of .45 Auto Caliber Ammunition;
- lviii. 84 rounds of .22 Win Mag Ammunition;
- lix. 205 rounds of .22-250 Caliber Ammunition;
- lx. 99 rounds of .25 Caliber Ammunition;
- lxi. 59 rounds of .50 Caliber AE Ammunition;
- lxii. 47 rounds of .357 Magnum Ammunition;
- lxiii. 71 rounds of 6.5mm Creedmoor Ammunition;
- lxiv. 14 rounds of 7mm Ammunition;
- lxv. 525 rounds of .22 LR Caliber Ammunition;
- lxvi. 125 rounds of .410 Shotgun Shells;
- lxvii. 616 rounds of 12 Gauge Shotgun Shells; and
- lxviii. 20 rounds of 300 Win Mag Ammunition;
- lix. 20 rounds of .223 Caliber Ammunition;
- lxx. 93 rounds of .45 Colt Ammunition;
- lxxi. 40 rounds of .410 Handgun Shells;
- lxxii. 19 rounds of 30-06 Caliber Ammunition;
- lxxiii. Two (2) Glock .40 Caliber Magazines.

Derek Robert Hamm possessed the firearms and ammunition while knowing he had been convicted of a crime punishable by imprisonment for a term exceeding one year, specifically Theft of Property, a State Jail Felony, Cause No. 114-1295-19, 114th District Court of Smith County, Texas, on May 7, 2020.

In violation of 18 U.S.C. §§ 922(g)(1).

COUNT THIRTY-THREE

Violation: 18 U.S.C. § 922(g)(9)
(Prohibited Person in Possession of a Firearm
and Ammunition)

51. On or about December 15, 2021, in the Eastern District of Texas, the defendant, **Derek Robert Hamm**, did knowingly possess, in or affecting interstate or foreign commerce, firearms and ammunition, to wit:

- i. SKS 7.62 x 39mm Rifle, Model Sporter, with One (1) Magazine;
- ii. Remington 12 Gauge Shotgun, Model 870 Wingmaster;
- iii. Browning 20 Gauge Shotgun, Model Silver Hunter;
- iv. Mossberg 20 Gauge Bolt Action Shotgun, Model 185d, Unknown Serial Number;
- v. Sako .270 Caliber Bolt-Action Rifle, Unknown Model;
- vi. Remington 12 Gauge Shotgun, Model 870 Wingmaster;
- vii. Winchester .44 Caliber Rifle, Model Ranger;
- viii. Heritage .22 Caliber Revolver, Model Rough Rider;
- ix. Rossi .38 Caliber Revolver, Unknown Model;

- x. Rossi .38 Caliber Revolver, Unknown Model;
- xi. North American Arms .22 Caliber Revolver, Unknown Model;
- xii. Browning 12 Gauge Over/Under Shotgun, Model Citori,;
- xiii. Winchester .270 Caliber Rifle, Model 70 XTR;
- xiv. Winchester 16 Gauge Shotgun, Model 12;
- xv. Intratech 9mm Pistol, Model Tech Nine, with One (1) Magazine;
- xvi. Marlin 9mm Rifle, Model 9, with One (1) Magazine;
- xvii. Walther 9mm Handgun, Model P38, with One (1) Magazine;
- xviii. North American Arms .22 Caliber Revolver, Unknown Model;
- xix. Stoeger 12 Gauge Shotgun, Model Coach Gun;
- xx. Romarm/Cugir Gp 7.62 X 39mm Rifle, Model Wasr-10/63, with One (1) Magazine;
- xxi. Sportarms 9mm Handgun, Unknown Model;
- xxii. Taurus .22 Caliber Revolver, Model 941;
- xxiii. Kahr .380 Caliber Handgun, Model Cw380;
- xxiv. Glock .45 Caliber Handgun, Model 21 with One (1) Magazine;
- xxv. Sig Sauer 9mm Handgun, Model P226, with One (1) 15 Round Magazine and One (1) 30 Round Magazine;
- xxvi. Colt Custom .38 Super Handgun, Unknown Model;
- xxvii. Glock .40 Caliber Handgun, Model 35;
- xxviii. Smith & Wesson 5.56mm Rifle, Model M&P 15, with Two (2) 30 Round Pmag Magazines;
- xxix. Remington .270 Caliber Rifle, Model 760 Gamemaster, with Bushnell Scope;

- xxx. Browning .300 Caliber Rifle, Model Medallion;
- xxx. One (1) Box Containing Forty-Two (42) Remington .38 Caliber Rounds;
- xxxii. Browning 12 Gauge Shotgun, Model Gold Hunter;
- xxxiii. Remington .22-250 Caliber Rifle, Model 788, with Redfield Scope;
- xxxiv. Cobray 9mm Pistol, Model M-11, with One (1) Magazine;
- xxxv. American Tactical .223/5.56mm Multi-Cal Rifle, Model Omni Hybrid;
- xxxvi. Smith & Wesson .38+P Caliber Revolver, Model Airweight;
- xxxvii. One (1) Sig Sauer P938 Magazine;
- xxxviii. Sig Sauer 9mm Handgun, Model P938;
- xxxix. Dan Wesson .45 Caliber 8 Round Magazine with Six (6) .45 Caliber Rounds;
- xl. Dan Wesson .45 Caliber Handgun, Model Guardian;
- xli. Smith & Wesson .357 Magnum Revolver, Model 681 ;
- xlii. One (1) Black American Tactical S60 M4/AR Magazine with Fifty (50) Rounds and One (1) Loose Round of .223 Caliber Ammunition;
- xliii. Daniel Defense .223 Caliber Rifle, Model M4 Carbine, with Two (2) Lights;
- xliv. Smith & Wesson .38 Caliber Revolver, Unknown Model;
- xl. One (1) Black Pmag Magazine with Thirty (30) Rounds Of .223 Caliber Ammunition;
- xlvi. One (1) Brass Maxx Container of 9mm Luger Ammunition (91 Rounds);

- xlvi. Henry .22 Caliber Rifle, Model H002b, with Two (2) Magazines;
- xlviii. 352 rounds of 20 Gauge Shotgun Shells;
- xlix. Seven (7) 7.62 X 39mm Magazines and One (1) 9mm Magazine;
 - l. 223 rounds of 9mm Ammunition;
 - li. 974 rounds of .40 Caliber Ammunition;
 - lii. 1,261 rounds of 7.62 X 39mm Russian Ammunition;
 - liii. 121 rounds of .308 Winchester Ammunition;
 - liv. 2,099 rounds of 5.56mm Ammunition;
 - lv. 33 rounds of .25 W SSM Caliber Ammunition;
 - lvi. 63 rounds of .38 Caliber Ammunition;
 - lvii. 837 rounds of .45 Auto Caliber Ammunition;
 - lviii. 84 rounds of .22 Win Mag Ammunition;
 - lix. 205 rounds of .22-250 Caliber Ammunition;
 - lx. 99 rounds of .25 Caliber Ammunition;
 - lxi. 59 rounds of .50 Caliber AE Ammunition;
 - lxii. 47 rounds of .357 Magnum Ammunition;
 - lxiii. 71 rounds of 6.5mm Creedmoor Ammunition;
 - lxiv. 14 rounds of 7mm Ammunition;
 - lxv. 525 rounds of .22 LR Caliber Ammunition;
 - lxvi. 125 rounds of .410 Shotgun Shells;
 - lxvii. 616 rounds of 12 Gauge Shotgun Shells; and

- lxviii. 20 rounds of 300 Win Mag Ammunition;
- lxix. 20 rounds of .223 Caliber Ammunition;
- lxx. 93 rounds of .45 Colt Ammunition;
- lxxi. 40 rounds of .410 Handgun Shells;
- lxxii. 19 rounds of 30-06 Caliber Ammunition;
- lxxiii. Two (2) Glock .40 Caliber Magazines.

Derek Robert Hamm possessed the firearms and ammunition while knowing he had been convicted of a misdemeanor crime of domestic violence, specifically Assault Causing Bodily Injury Family Violence, in the County Court at Law No. 3 of Smith County, Texas, in cause number 003-82136-05, on September 27, 2005.

In violation of 18 U.S.C. § 922(g)(9).

NOTICE OF INTENT TO SEEK CRIMINAL FORFEITURE

18 U.S.C. §§ 924(d)(1), 981(a)(1)(C), 982(a)(1), and 28 U.S.C. § 2461

As a result of committing the offenses as alleged in this Indictment, defendant shall forfeit to the United States pursuant to 18 U.S.C. §§ 924(d)(1), 981(a)(1)(C), 982(a)(1), and 28 U.S.C. § 2461 any and all property, real or personal, involved in or traceable to property involved in the offense, including proceeds obtained directly or indirectly from the offense, and the following:

Seized Funds/U.S. Currency:

- (1) \$5,176.85 in funds seized from Continental Instruments, LLC Austin Bank account # 1800008078 (“the Continental Austin Account”); and
- (2) \$2,400.00 in United States currency seized from Hamm’s residence.

Vehicles/Recreational Vehicles/Trailer:

- (1) 2020 Lexus LX5, Vehicle Identification Number (“VIN”) JTJDY7AX124318170;
- (2) 2020 Jeep Gladiator, VIN 1CGHJTFG6LL160786;
- (3) 2017 Jeep Wrangler, VIN 1C4BJWEG0HL527691;
- (4) 2021 Honda FourTrax Foreman 4x4, VIN 1HFTE4463M4700765;
- (5) 2021 Honda FourTrax Foreman Rubicon 4x4, VIN 1HFTE456XM4600323; and
- (6) 6’10” x 24’ Kearney Heavy Duty, Tandem Axle Utility Trailer, VIN 5LCLB2427K1048152.

Jewelry:

- (1) Rolex Oyster Perpetual Lady-DateJust 28 Chronometer 18 Karat white gold ice blue roman diamond dial, president bracelet, Serial #Z78925R3;
- (2) Rolex Platinum 41mm Day Date 40, Ice Blue Diagonal, Index Dial, Polished Bezel on Presidents Bracelet, Serial #002A3834;
- (3) Gent’s 18 Karat Yellow Gold Day-Date Previously Owned Gents Rolex Watch Dial type: Index Dial, Bezel: Fluted bezel, Brac/Strap: Bracelet, Style # 18238, Serial # W222759. 18K Dia 0.009CT, 18K YG Cable Collectable Pave Diamond Initial “F” Disc on Adjustable 16-18” Chain; and
- (4) Three 14K 0.98 CTW 7” 14K White Gold Diamond Tennis Bracelets with Round Diamonds Totaling 0.98CTS.

Firearms and Ammunition:

Any and all firearms, ammunition and accessories seized from the defendant, including but not limited to the following:

- (1) SKS 7.62 x 39mm Rifle, Model Sporter, Serial #93221 with One (1) Magazine;
- (2) Remington 12 Gauge Shotgun, Model 870 Wingmaster, Serial #732891M;
- (3) Browning 20 Gauge Shotgun, Model Silver Hunter, Serial #114ZM05360;
- (4) Mossberg 20 Gauge Bolt Action Shotgun, Model 185d, Unknown Serial Number;
- (5) Sako .270 Caliber Bolt-Action Rifle, Unknown Model, Serial #559712;
- (6) Remington 12 Gauge Shotgun, Model 870 Wingmaster, Serial #V402346V;
- (7) Winchester .44 Caliber Rifle, Model Ranger, Serial #5494480;
- (8) Heritage .22 Caliber Revolver, Model Rough Rider, Serial #G38778;
- (9) Rossi .38 Caliber Revolver, Unknown Model, Serial # ET99842;
- (10) Rossi .38 Caliber Revolver, Unknown Model, Serial #96661;
- (11) North American Arms .22 Caliber Revolver, Unknown Model, Serial #E083284;
- (12) Browning 12 Gauge Over/Under Shotgun, Model Citori, Serial #21560MN131;
- (13) Winchester .270 Caliber Rifle, Model 70 XTR, Serial #G1503889;
- (14) Winchester 16 Gauge Shotgun, Model 12, Serial #1304910;
- (15) Intratech 9mm Pistol, Model Tech Nine, Serial #46223 with One (1) Magazine;
- (16) Marlin 9mm Rifle, Model 9, Serial #11576207 with One (1) Magazine;
- (17) Walther 9mm Handgun, Model P38, Serial #4706i with One (1) Magazine;
- (18) North American Arms .22 Caliber Revolver, Unknown Model, Serial #E080807;
- (19) Stoeger 12 Gauge Shotgun, Model Coach Gun, Serial #619449-09;
- (20) Romarm/Cugir Gp 7.62 X 39mm Rifle, Model Wasr-10/63, Serial #CB4655 with One (1) Magazine;
- (21) Sportarms 9mm Handgun, Unknown Model, Serial #1000607;
- (22) Taurus .22 Caliber Revolver, Model 941, Serial #BV64162;
- (23) Kahr .380 Caliber Handgun, Model Cw380, Serial #RH1785;
- (24) Glock .45 Caliber Handgun, Model 21, Serial #SDF095 with One (1) Magazine;
- (25) Sig Sauer 9mm Handgun, Model P226, Serial #47A140841 with One (1) 15 Round Magazine and One (1) 30 Round Magazine;
- (26) Colt Custom .38 Super Handgun, Unknown Model, Serial #ELCEN8653;
- (27) Glock .40 Caliber Handgun, Model 35, Serial #YES443;
- (28) Smith & Wesson 5.56mm Rifle, Model M&P 15, Serial #SP12159 with Two (2) 30 Round Pmag Magazines;
- (29) Remington .270 Caliber Rifle, Model 760 Gamemaster, Serial #B7082655 with Bushnell Scope;
- (30) Browning .300 Caliber Rifle, Model Medallion, Serial #12673NX217;
- (31) One (1) Box Containing Forty-Two (42) Remington .38 Caliber Rounds;
- (32) Browning 12 Gauge Shotgun, Model Gold Hunter, Serial #K51NP19689;
- (33) Remington .22-250 Caliber Rifle, Model 788, Serial #A6130418 with Redfield Scope;

- (34) Cobray 9mm Pistol, Model M-11, Serial #89-0061940 with One (1) Magazine;
- (35) American Tactical .223/5.56mm Multi-Cal Rifle, Model Omni Hybrid, Serial #NS251327;
- (36) Smith & Wesson .38+P Caliber Revolver, Model Airweight, Serial #CTF2513;
- (37) One (1) Sig Sauer P938 Magazine;
- (38) Sig Sauer 9mm Handgun, Model P938, Serial #52B021528;
- (39) Dan Wesson .45 Caliber 8 Round Magazine with Six (6) .45 Caliber Rounds;
- (40) Dan Wesson .45 Caliber Handgun, Model Guardian, Serial #1503759;
- (41) Smith & Wesson .357 Magnum Revolver, Model 681, Serial# ABY4565;
- (42) One (1) Black American Tactical S60 M4/AR Magazine with Fifty (50) Rounds and One (1) Loose Round of .223 Caliber Ammunition;
- (43) Daniel Defense .223 Caliber Rifle, Model M4 Carbine, Serial #DD011079c with Two (2) Lights;
- (44) Smith & Wesson .38 Caliber Revolver, Unknown Model, Serial #16515;
- (45) One (1) Black Pmag Magazine with Thirty (30) Rounds Of .223 Caliber Ammunition;
- (46) One (1) Brass Maxx Container of 9mm Luger Ammunition (91 Rounds);
- (47) Henry .22 Caliber Rifle, Model H002b, Serial #US181552b with Two (2) Magazines;
- (48) 352 rounds of 20 Gauge Shotgun Shells
- (49) Seven (7) 7.62 X 39mm Magazines and One (1) 9mm Magazine;
- (50) 223 rounds of 9mm Ammunition;
- (51) 974 rounds of .40 Caliber Ammunition;
- (52) 1,261 rounds of 7.62 X 39mm Russian Ammunition;
- (53) 121 rounds of .308 Winchester Ammunition;
- (54) 2,099 rounds of 5.56mm Ammunition;
- (55) 33 rounds of .25 W SSM Caliber Ammunition;
- (56) 63 rounds of .38 Caliber Ammunition;
- (57) 837 rounds of .45 Caliber Ammunition;
- (58) 84 rounds of .22 Win Mag Ammunition;
- (59) 205 rounds of .22-250 Caliber Ammunition;
- (60) 99 rounds of .25 Caliber Ammunition;
- (61) 59 rounds of .50 Caliber AE Ammunition;
- (62) 47 rounds of .357 Magnum Ammunition;
- (63) 71 rounds of 6.5mm Creedmoor Ammunition;
- (64) 14 rounds of 7mm Ammunition;
- (65) 525 rounds of .22 LR Caliber Ammunition;
- (66) 125 rounds of .410 Shotgun Shells;
- (67) 616 rounds of 12 Gauge Shotgun Shells;
- (68) 20 rounds of 300 Win Mag Ammunition;
- (69) 20 rounds of .223 Caliber Ammunition;
- (70) 93 rounds of .45 Colt Ammunition;
- (71) 40 rounds of .410 Handgun Shells;

- (72) 19 rounds of 30-06 Caliber Ammunition; and
- (73) Two (2) Glock .40 Caliber Magazines.

Cash Proceeds

A sum of money equal to \$1,657,500.00 in United States currency, and all interest and proceeds traceable thereto, representing the amount of proceeds obtained by defendant as a result of the offenses alleged in this Indictment, for which the defendant is personally liable.

Substitute Assets

If any property subject to forfeiture, as a result of any act or omission by defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with a third party;
- (c) has been placed beyond the jurisdiction of the court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), to seek forfeiture of any other property of defendant up to the value of the above forfeitable property, including but not limited to all property, both real and personal, owned by defendant.

By virtue of the commission of the felony offenses charged in this Indictment, any and all interest defendant has in the above-described property is vested in the United States and hereby forfeited to the United States pursuant to 18 U.S.C. §§ 924(d)(1), 981(a)(1)(C), 982(a)(1), and 28 U.S.C. § 2461.

A TRUE BILL

1/20/2022
Date:

BS
GRAND JURY FOREPERSON

BRIT FEATHERSTON
UNITED STATES ATTORNEY

Robert Austin Wells

ROBERT AUSTIN WELLS
Assistant United States Attorney
Texas Bar No. 24033327
110 N. College, Suite 700
Tyler, Texas 75702
(903) 590-1400
(903) 590-1439 Fax

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

UNITED STATES OF AMERICA

§
§
§
§
§

v.

DEREK ROBERT HAMM

NO: 6:22-CR-7-JCB-KNM
JUDGES

NOTICE OF PENALTY

COUNTS ONE THROUGH THIRTEEN

VIOLATION: 18 U.S.C. § 1343

PENALTY: Imprisonment of not more than twenty (20) years; the greater of a fine not to exceed \$250,000, a fine not to exceed two times the gross gain to the Defendant, or a fine not to exceed two times the loss to the victim, or both such imprisonment and fine; and a term of supervised release of not more than three (3) years.

SPECIAL ASSESSMENT: \$100.00 each count

COUNT FOURTEEN

VIOLATION: 18 U.S.C. § 498

PENALTY: Imprisonment for not more than one year; a fine not to exceed \$100,000; a term of supervised release of not more than 1 year.

SPECIAL ASSESSMENT: \$100.00

COUNT FIFTEEN

VIOLATION: 18 U.S.C. § 704(a)

PENALTY: Imprisonment for not more than six months; a fine not to exceed \$100,000, or both; a term of supervised release of not more than 1 year.

SPECIAL ASSESSMENT: \$25.00

COUNT SIXTEEN

VIOLATION: 18 U.S.C. § 704(b)

PENALTY: Imprisonment for not more than 1 year; a fine not to exceed \$100,000, or both; a term of supervised release of not more than 1 year.

SPECIAL ASSESSMENT: \$25.00

COUNTS SEVENTEEN THROUGH THIRTY-ONE

VIOLATION: 18 U.S.C. § 1957

PENALTY: Imprisonment of not more than ten (10) years; the greater of a fine not to exceed \$250,000 or not more than twice the amount of the criminally derived property involved in the transaction, or both such imprisonment and fine; and a term of supervised release of not more than three (3) years.

SPECIAL ASSESSMENT: \$100.00 each count

COUNTS THIRTY-TWO AND THIRTY-THREE

VIOLATION: 18 U.S.C. § 922(g)(1) and 922(g)(9)

PENALTY: Imprisonment for not more than 10 years; a fine not to exceed \$250,000, or both; a term of supervised release of not more than 3 years.

SPECIAL ASSESSMENT: \$100.00 each count