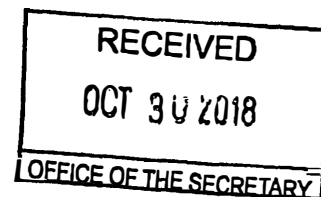


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**UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

**ADMINISTRATIVE PROCEEDING
File No. 3-17184**

In the Matter of

CHRISTOPHER M. GIBSON,

Respondent

**ANSWER AND AFFIRMATIVE
DEFENSES TO THE ORDER
INSTITUTING PROCEEDINGS**

Respondent Christopher M. Gibson, by his counsel, answers the allegations contained in the Order Instituting Administrative and Cease-and-Desist Proceedings (the "OIP").

Respondent denies each and every allegation, statement, matter, and thing contained in the OIP except hereinafter expressly admitted or alleged. To the extent any specific allegation in the OIP is not addressed, that allegation is denied.

To the extent various paragraphs of the OIP state legal conclusions and/or summarize the Division of Enforcement's ("Division") general theory of its case, no responsive pleading is required, and Respondent denies the same. Respondent denies that he made any materially misleading statements or omissions, engaged in a scheme to defraud, engaged in any act, transaction, practice, or course of business which operated as a fraud or deceit, breached any obligations under the Investment Advisers Act or rules thereunder, or otherwise engaged in

any actionable or wrongful conduct, including in connection with Geier International Strategies Fund, LLC (“GISF”). Specifically:

1. Respondent states that Paragraph 1 consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations contained in Paragraph 1 of the OIP.

2. Respondent states that Paragraph 2 consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations contained in Paragraph 2 of the OIP.

3. Respondent denies the allegations of Paragraph 3 of the OIP, except admits that GISF had 21 members during 2011, that GISF acquired shares of TRX during the Spring of 2011, that, on April 29, 2011, GISF held approximately 9.7 million shares of TRX with a market value of approximately \$70,000,000.

4. Respondent denies the allegations of Paragraph 4 of the OIP, except admits that TRX shares closed at \$7.26 on April 29, 2011, that TRX shares closed at \$4.58 on September 22, 2011, and that Respondent spoke, on or about September 24 and/or 25, 2011, to Investor A, who was a member of GISF, a member of Geier Capital, LLC, and a member of Geier Group, LLC.

5. Respondent denies the allegations of Paragraph 5 of the OIP, except admits that in September 2011 he sold shares of TRX held in a personal brokerage account, that he caused shares of TRX held in two other brokerage accounts to be sold, and that GISF sold shares of TRX.

6. Respondent states that Paragraph 6 consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations contained in Paragraph 6 of the OIP.

7. Respondent states that Paragraph 7 consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations of Paragraph 7 of the OIP, except admits that, on or about October 18, 2011, 360,000 shares of TRX were sold by Investor A to GISF at \$3.60 per share, the price at which shares of TRX closed on the day of the sale.

8. Respondent states that Paragraph 8 consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations of Paragraph 8, except admits that in late October and early November 2011 he purchased put options on the securities of TRX for his personal brokerage account to hedge his leveraged TRX position and for an account nominally maintained by a close personal friend and beneficially owned by her elderly parents to hedge their TRX position and that he recommended that his father purchase and sell 35,000 TRX put options in connection with his liquidation of 46,000 shares of TRX securities in an IRA when his father beneficially owned 229,541 shares of TRX.

9. Respondent denies the allegations contained in Paragraph 9 of the OIP, except admits that by purchasing \$4.00 put contracts on the shares of TRX in order to acquire a protective put with respect to his long position in TRX securities he held the right to compel the seller of the put contracts to purchase TRX securities at \$4.00 per share.

10. Respondent denies the allegations contained in Paragraph 10 of the OIP, except admits that GISF sold approximately 4.9 million shares of TRX on or about November 10,

2011 which represented 23% of the world trading volume, that TRX put contracts which were held in Respondent's personal brokerage account were sold, that TRX put contracts which were nominally held in the account of Respondent's close personal friend were sold, and that TRX put contracts were sold in Respondent's father's IRA in connection with the liquidation of that account and not in accordance with Respondent's instructions. All such sales were part of the liquidation of TRX positions at losses.

11. Respondent states that Paragraph 11 consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations of Paragraph 11 of the OIP.

12. Respondent states that Paragraph 12 consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations of Paragraph 12 of the OIP, except admits that Respondent previously held the Series 7, 63 and 65 licenses, and states that Respondent is 34 years old and is presently residing in Uruguay.

13. Respondent denies the allegations of Paragraph 13 of the OIP, except admits that GISF was formed as a Delaware limited liability company in 2009.

14. Respondent denies the allegations of Paragraph 14 of the OIP, except admits that Geier Group, LLC was formed as a Georgia limited liability company in April 2009, that Geier Group, LLC was registered as an investment adviser with the State of Georgia during 2009 and 2010, that Geier Group, LLC was not registered with the SEC as an investment adviser, and that Respondent owned fifty percent of Geier Group, LLC, Investor A owned thirty-five percent of Geier Group, LLC and Respondent's father owned fifteen percent of Geier Group, LLC.

15. Respondent denies the allegations of Paragraph 15 of the OIP, except admits that Geier Capital LLC was formed as a Georgia limited liability company in June 2009, that Geier Capital, LLC was the managing member of GISF, that Geier Capital, LLC was dissolved as a Georgia limited liability company in March 2011, that Geier Capital, LLC was formed as a Delaware limited liability company in December 2010, that Geier Capital, LLC was dissolved as a Delaware limited liability company in December 2011, that Respondent owned fifty percent of Geier Capital, LLC, that Investor A owned thirty-five percent of Geier Capital, LLC, and that Respondent's father owned fifteen percent of Geier Capital, LLC.

16. Respondent does not have, and is unable to obtain, sufficient information to admit or deny the allegations contained in Paragraph 16 of the OIP.

17. Respondent admits the allegations of Paragraph 17 of the OIP, except states, on information and belief, that Respondent was one of three managing members of Geier Group, LLC.

18. Respondent denies the allegations of Paragraph 18 of the OIP, except admits that GISF was formed in December 2009 and that Respondent participated in the preparation of certain fund documents.

19. Respondent denies the allegations of Paragraph 19 of the OIP, except admits that Respondent placed orders for GISF to acquire or dispose of investments, that Respondent, as an owner of Geier Group, LLC and Geier Capital, LLC, was compensated in the form of management and incentive fees, and that Respondent, as a managing member of Geier Group, LLC and a managing director of Geier Capital, LLC: (i) monitored financial markets; (ii) tracked the performance of GISF's investments; (iii) communicated with GISF's investors, counsel, outside administrator, brokers, and TRX management; and (iv) signed schedules and

reports on Forms D, 13G, 4 and 5 and caused schedules and reports to be filed with the Securities and Exchange Commission.

20. Respondent denies the allegations of Paragraph 20 of the OIP, except admits that Geier Group, LLC received a quarterly management fee equal to 0.25% of GISF's assets under management, that a quarterly management fee was paid to Geier Group, LLC beginning in 2010 and continuing through September 2011, and that Respondent owned 50% of Geier Group, LLC.

21. Respondent admits the allegations of Paragraph 21 of the OIP, except states that the incentive fee for 2010 was credited to an account GISF maintained for Geier Capital, LLC.

22. Respondent denies the allegations of Paragraph 22 of the OIP, except admits that Respondent became a paid employee of a commercial real estate business in which his father and Investor A were involved during 2009, that Respondent received compensation from the commercial real estate business during 2009, 2010, 2011 and 2012, and that the commercial real estate business was reimbursed for certain of these payments by Respondent.

23. Respondent states that Paragraph 23 consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations in Paragraph 23 of the OIP.

24. Respondent denies the allegations of Paragraph 24 of the OIP, except admits that Respondent held the Series 65 registration. Respondent respectfully refers the ALJ to the Geier International Strategies Fund, LLC Confidential Private Offering Memorandum, which speaks for itself.

25. Respondent admits the allegations of Paragraph 25 of the OIP.

26. Respondent denies the allegations of Paragraph 26 of the OIP, except Respondent admits that TRX shares closed at \$7.26 on April 29, 2011, that TRX shares closed at \$4.58 on September 22, 2011 and that Respondent spoke, on or about September 24 and/or 25, 2011 to Investor A, who was a member of GISF, a member of Geier Capital, LLC, and a member of Geier Group, LLC.

27. Respondent denies the allegations of Paragraph 27 of the OIP, except admits that as of September 26, 2011 Respondent held 2,000 TRX shares in a personal brokerage account and beneficially owned over 220,000 TRX shares financed with a demand note in the amount of \$636,000, that Respondent's close personal friend for whom he placed brokerage orders nominally held 18,900 TRX shares in a personal brokerage account, that Geier Group, LLC held 1,000 TRX shares in a brokerage account, and that Respondent owned fifty percent of Geier Group, LLC.

28. Respondent denies the allegations of Paragraph 28 of the OIP, except admits that GISF sold 78,000 TRX shares at \$4.04 at the 4:00 p.m. close on Friday, September 23, 2011, and that, on Monday, September 26, 2011, 2,000 TRX shares were sold from Respondent's brokerage account, 18,900 TRX shares were sold from the brokerage account nominally maintained by Respondent's close personal friend, and 1,000 TRX shares were sold from Geier Group, LLC's brokerage account at \$4.04.

29. Respondent denies the allegation contained in the first sentence of Paragraph 29 of the OIP, except admits that on the afternoon of September 27, 2011 GISF sold approximately 3.7 million shares of TRX at an average price of \$3.50 per share. Respondent does not have, and is unable to obtain, sufficient information to admit or deny the allegations contained in the second and third sentences of Paragraph 29 of the OIP.

30. Respondent denies the allegations contained in Paragraph 30 of the OIP.
31. Respondent states that Paragraph 31 consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations contained in Paragraph 31 of the OIP.
32. Respondent admits the allegations of Paragraph 32 of the OIP.
33. Respondent denies the allegations of Paragraph 33 of the OIP, except admits that GISF purchased 680,000 shares of TRX at \$3.60 per share, the closing price of TRX on October 18, 2011, from Investor A in a private transaction.
34. Respondent denies the allegations of Paragraph 34 of the OIP.
35. Respondent denies the allegations of Paragraph 35 of the OIP.
36. Respondent denies the allegations of Paragraph 36 of the OIP, except admits that Investor A did not pay a sales commission on the sale of 360,000 shares of TRX to GISF.
37. Respondent denies the allegations of Paragraph 37 of the OIP, except admits that as of the end of October 2011, GISF held over 6.2 million TRX shares, and that during November 2011 GISF sold TRX shares.
38. Respondent denies the allegations of Paragraph 38, except admits that on November 10, 2011 GISF sold approximately 4.9 million shares of TRX.
39. Respondent denies the allegations of Paragraph 39 of the OIP, except admits that GISF paid a sales commission on shares that it sold on November 10, 2011.
40. Respondent denies the allegations of Paragraph 40 of the OIP.
41. Respondent states that Paragraph 41 consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations of Paragraph 41 of the OIP.

42. Respondent states that Paragraph 42 consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations of Paragraph 42, except admits that TRX put contracts were purchased through Respondent's personal brokerage account and the personal brokerage account nominally held by Respondent's close personal friend, and that Respondent recommended that his father liquidate his TRX position in his IRA by purchasing TRX put contracts, selling his TRX shares and selling TRX put contracts in connection with the liquidation of a position in TRX securities in his IRA held by the trust division of PNC, which instructions were not properly executed.

43. Respondent denies the allegations of Paragraph 43 of the OIP, except admits that Respondent placed orders to purchase 565 put contracts with an exercise price of \$4.00 per TRX share through his personal brokerage account and invested approximately \$20,000 for 565 put contracts, and that Respondent placed orders to purchase 1,604 put contracts with an exercise price of \$4.00 per TRX share through the brokerage account nominally held by his close personal friend and approximately \$50,000 was invested for 1,604 put contracts.

44. Respondent denies the allegations of Paragraph 44 of the OIP, except admits that, on or about November 8, 2011, he recommended to his father that he direct the trust division of PNC to buy TRX put contracts with an exercise price of \$4.00 per TRX share in his IRA, sell 46,000 TRX shares held in his IRA, and sell TRX put contracts with an exercise price of \$4.00 per TRX share in his IRA, which instructions were not properly executed. Respondent admits the allegations in the last sentence of Paragraph 44 of the OIP.

45. Respondent denies the allegations of Paragraph 45 of the OIP, except admits that by purchasing \$4.00 put contracts on the shares of TRX in order to acquire a protective

put with respect to his long position in TRX securities the TRX put contracts enabled Respondent to compel the seller of the put to purchase TRX shares at \$4.00 per share.

46. Respondent denies the allegations of Paragraph 46 of the OIP, and respectfully refers the ALJ to the referenced writing for the contents therein and its context.

47. Respondent does not have, and is unable to obtain, sufficient information to admit or deny the allegations of Paragraph 47 of the OIP, except admits that on November 10, 2011 GISF began selling TRX shares and that GISF represented 23% of the world trading volume.

48. Respondent does not have, and is unable to obtain, sufficient information to admit or deny the allegations of Paragraph 48 of the OIP, except admits that Respondent placed orders to sell TRX put contracts held in his personal brokerage account and the personal brokerage account nominally held by his close personal friend.

49. Respondent denies the allegations of Paragraph 49 of the OIP, except to state that Respondent, the beneficial owners of the account nominally held by his close personal friend and Respondent's father and mother all suffered losses greater than other Fund investors relative to their liquidity and net worth.

50. Respondent denies the allegations of Paragraph 50 of the OIP, except to state that TRX puts were purchased for GISF.

51. Respondent states that Paragraph 51 consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations of Paragraph 51 of the OIP.

52. Respondent denies the allegations of Paragraph 52 of the OIP, and respectfully refers the ALJ to GISF's formation and offering documents for the contents therein.

53. Respondent states that Paragraph 53 consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations of Paragraph 53 of the OIP.

54. Respondent states that Paragraph 54 of the OIP consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations of Paragraph 54 of the OIP.

55. Respondent states that Paragraph 55 of the OIP consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations of Paragraph 55 of the OIP.

56. Respondent states that Paragraph 56 of the OIP consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations of Paragraph 56 of the OIP.

57. Respondent states that Paragraph 57 of the OIP consists of legal conclusions to which no answer is required. To the extent that a responsive pleading is required, Respondent denies the allegations of Paragraph 57 of the OIP.

AFFIRMATIVE DEFENSES

Without admitting any wrongful conduct on the part of Respondent and without conceding that Respondent carries any burden of proof on any of the following affirmative defenses, Respondent alleges the following affirmative defenses to the claims alleged in the OIP:

1. The claims alleged in the OIP are barred, in whole or in part, because this administrative proceeding violates the doctrine of separation of powers.

2. The claims alleged in the OIP are barred, in whole or in part, because SEC ALJs are inferior officers who are impermissibly shielded from the President's removal powers, and this proceeding therefore violates Article II of the United States Constitution.

3. The claims alleged in the OIP are barred, in whole or in part, because the presiding Administrative Law Judge is an "inferior officer" for Article II's purposes but was not appointed by the Commissioners, the President, or the courts in violation of Article II of the United States Constitution.

4. The claims alleged in the OIP are barred, in whole or in part, because this administrative proceeding is the product of an impermissible delegation of legislative authority in contravention of Article I of the United States Constitution.

5. The claims alleged in the OIP are barred, in whole or in part, because this administrative proceeding violates Respondent's right to due process under the United States Constitution because, among other things, the administrative procedures (including Respondent's discovery rights) are unconstitutionally inadequate; the Commissioners and the ALJ have prejudged the merits of the case; ALJs are pressured to find against respondents; the OIP contains allegations which the Commission and the Division of Enforcement know are materially false and misleading and which are prejudicial to Respondent; and these proceedings have been improperly instituted.

6. The claims alleged in the OIP are barred, in whole or in part, because this administrative proceeding violates Respondent's right to equal protection of the laws under the United States Constitution.

7. The claims alleged in the OIP are barred, in whole or in part, because this administrative proceeding violates Respondent's right to a jury trial under the Seventh Amendment of the United States Constitution.

8. The claims alleged in the OIP are barred by the applicable statute of limitations.

9. The claims alleged in the OIP are barred by the doctrine of laches because the Commission (i) was aware that its ALJs had not been appointed in accordance with Article II of the Constitution; (ii) designated an ALJ who had not been appointed in accordance with the Constitution to preside over a proceeding involving Respondent; (iii) was subsequently required by a decision entered by the Supreme Court to vacate prior administrative orders, rulings and findings entered in proceedings over which an ALJ who had not been appointed in accordance with the Constitution presided; and (iv) now purports to subject Respondent to a second administrative proceeding more than two years after the first proceeding was initiated.

10. The allegations in the OIP fail to state a claim upon which relief may be granted.

11. Respondent did not act intentionally, recklessly, or negligently in regard to the claims asserted in the OIP, and at all times acted in good faith.

12. The purported claims against the Respondent and the allegations upon which they are based are improperly vague, ambiguous, and confusing, contain misstatements of fact and law, and omit certain other material facts.

13. Disgorgement is an inappropriate remedy as Respondent did not realize and/or retain illicit profits and is unable to pay disgorgement.

14. Civil penalties should be denied because any such award would be unjust, arbitrary and oppressive, or confiscatory and Respondent is unable to pay a civil penalty.

15. The claims alleged in the OIP are barred, in whole or in part, because the Commission is not entitled to the relief it seeks.

ADDITIONAL DEFENSES

Respondent hereby reserves the right to amend this answer prior to the hearing of this matter and to file additional defenses.

Dated: October 29, 2018

Respectfully submitted:



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CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of October, 2018:

(i) a copy of the foregoing Answer and Affirmative Defenses To The Order Instituting Proceedings was transmitted by facsimile and an original and three copies were delivered by hand to the Office of the Secretary, Securities and Exchange Commission, 100 F Street, N.E., Washington, D.C. 20549-9303;

(ii) a copy of the foregoing Answer and Affirmative Defenses To The Order Instituting Proceedings was delivered by courier to the following:

Gregory R. Bockin, Esq.
Division of Enforcement
Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549
(202) 551-5684
bocking@sec.gov;

(iii) a copy of the foregoing Answer and Affirmative Defenses To The Order Instituting Proceedings was sent via email to Gregory R. Bockin, at bocking@sec.gov; and

(iv) a copy of the foregoing Answer and Affirmative Defenses To The Order Instituting Proceedings was provided to Administrative Law Judge Cameron Elliot via email to ALJ@sec.gov.


Thomas A. Ferrigno