

FILED**OCT 23 2023**COMMISSION OF INSURANCE
INSURANCE DIVISION OF IOWA

BEFORE THE IOWA INSURANCE COMMISSIONER

IN THE MATTER OF

TRUE BULLION, LLC

D/B/A GOLD SILVER

INTERNATIONAL EXCHANGE,

D/B/A GSI EXCHANGE, AND

ANTHONY ALLEN ANDERSON

Respondents.

Division Case No. 118915

**ORDER AND CONSENT
TO ORDER****I. PRELIMINARY STATEMENT**

This Order and Consent to Order (the “Order”) is entered into by the Iowa Commissioner of Insurance (the “Commissioner”) as administrator of the Iowa Uniform Securities Act §§ 502.101-502.810 (the “Act”) with True Bullion, LLC, d/b/a Gold Silver International Exchange, d/b/a GIS Exchange, and Anthony Allen Anderson (collectively, “Respondents”) with respect to investigations led by Alabama, Arkansas, and Texas and inquiries by other states into whether Respondents engaged in acts or practices that violated the Act, and the regulations promulgated thereunder at the Iowa Administrative Code chapter 502—Iowa Securities Act (the “Regulations”).

WHEREAS, True Bullion, LLC is a Delaware limited liability company originally organized on August 8, 2014, with business offices located at: 26635 West Agoura Road, Suite 220, Calabasas, California 91302; 3838 Oak Lawn Avenue, Suite 1000, Dallas, Texas 75219; and 4440 PGA Boulevard, Suite 600, Palm Beach Gardens, Florida 33410. True Bullion, LLC, has transacted business as Gold Silver International Exchange and GSI Exchange. Hereinafter, True Bullion, LLC, Gold Silver International Exchange, and GSI Exchange will collectively be referred to as “GSI.”

WHEREAS, Anthony Allen Anderson is an individual who is a Senior Partner of GSI.

WHEREAS, three of the states that have conducted inquiries – Alabama, Texas, and Arkansas – have entered Cease and Desist Orders (“C&D Orders”) against Respondents.

WHEREAS, Respondents have cooperated in the inquiries and have agreed to resolve the matter with Alabama, Arkansas, Texas and other states (the “Participating States”).

WHEREAS, Respondents, without admitting or denying the Findings of Fact and Conclusions of Law contained herein, voluntarily consent to the entry of this Order, effective September 15, 2023.

II. JURISDICTION

1. The Iowa Insurance Division has jurisdiction over matters relating to securities pursuant to the Iowa Code § 502.602 and § 502.604 of the Iowa Uniform Securities Act.
2. This Order is entered in accordance with the Act and the Regulations.
3. The acts and practices that are the subject of the Iowa Insurance Division’s investigations occurred while Respondents were conducting business in the state of Iowa.
4. The Iowa Insurance Division finds this Order is in the public interest and represent that it has the authority to enter the following:

III. FINDINGS OF FACT

1. On or about August 18, 2014, GSI was organized as limited liability company with the state of Delaware, Department of State, Division of Corporations.
2. Since its organization, Respondents have sold precious metals to approximately three Iowa residents.
3. Respondents have not been registered as either a broker dealer, broker dealer agent, investment adviser, investment adviser representative, or other relevant equivalent in Iowa (“Registration(s)”), and based upon GSI’s representations regarding the current nature of its

operations as set forth in the Compliance Plan submitted to the Participating States, Iowa does not contend they are required to be registered.

4. The C&D Orders allege in summary as follows:

a. GSI is an independent retailer of precious metals, including, but not limited to, gold and silver bars, rounds, and coins, and during the time period set forth herein, solicited senior citizens and other persons in the Participating States to purchase precious metals.

b. GSI advertised to prospective precious-metals customers through its publicly available website, gsiexchange.com, and through cold calls and targeted mail.

c. GSI advised prospective and current customers in the Participating States to protect their investments by liquidating certain securities holdings and using the proceeds to open self-directed individual retirement accounts ("IRAs") to purchase precious metals from or purchase and take direct possession of precious metals from GSI. In many cases, GSI advised customers on the process of liquidating securities and directly contacted certain broker-dealers and investment advisers on behalf of its customers to facilitate the liquidation.

d. While advising customers in the Participating States, GSI did not disclose risks inherent in liquidating securities to purchase precious metals, but instead made various unverified claims regarding the reliability and safety of, and protection afforded through precious-metals investments as opposed to traditional securities and claimed precious metals would safeguard wealth.

e. When communicating with customers, GSI overstated the amount of risk involved with continuing to hold securities in traditional investment accounts and failed

to disclose the amount of a mark-up or spread that GSI would charge, the risks involved with purchasing GSI's offerings, and the fact that GSI and its employees were not registered to transact business in the Participating States as an investment adviser or as investment adviser representatives.

f. Through the above-referenced activity, GSI attracted more than 450 clients from 44 states, and their transactions involved more than \$32 million.

5. Respondents have claimed a number of defenses and exemptions particular to each of the Participating States' Relevant Laws.

6. As part of the resolution of this matter, Respondents have submitted a comprehensive Compliance Plan and proposal to the Participating States, which is designed to ensure that Respondents will not provide securities advice in the future, will be transparent in all aspects of their business activities with customers, and will otherwise abide by the Participating States' Relevant Laws. In determining to issue this Consent Order, the Iowa Insurance Division considered Respondents' agreement to offer rescission and implement the Compliance Plan, and their provision of substantial and timely cooperation to the Participating States.

IV. CONCLUSIONS OF LAW

1. Iowa Code §§ 502.403 and 502.404 prohibit a person to transact business in Iowa as an investment adviser or investment adviser representative unless such person is registered under their applicable securities laws.

2. Iowa Code § 502.501(2) prohibits any person who receives consideration for advising a person as to the value of securities and/or commodities or their purchase or sale, to make any untrue statement of a material fact, or to omit to state a material fact necessary in order

to make the statements made, in the light of the circumstances under which they are made, not misleading.

3. To the extent Respondents have engaged in such conduct described in the C&D Orders within Iowa, their conduct falls within the Relevant Laws.

4. Implementation of the Compliance Plan, along with the refunds to be offered to Eligible Purchasers under this Order in lieu of a fine or penalty, will serve as a tool to prevent potential future violations of the Relevant Laws.

5. Under the circumstances, this Order is appropriate and in the public interest.

6. The foregoing Findings of Fact and Conclusions of Law constitute sufficient bases for the Iowa Insurance Division to resolve the subject matter of their inquiries regarding Respondents' offer and sale of precious metals and any potential violations of Relevant Laws within Iowa.

ORDER

On the basis of the Findings of Fact, Conclusions of Law, and with the Respondents' consent to the entry of this Order, **IT IS HEREBY ORDERED:**

1. That this Order concludes the inquiry by the Iowa Insurance Division and any other possible related action that could be brought or remedy sought under Relevant Laws as it relates to the substance of the Findings of Fact and Conclusions of Law herein, provided however, that the Iowa Insurance Division maintains jurisdiction to pursue violations arising from Respondents' failure to comply with the terms and conditions of this Order.

2. This Order is entered into solely for the purpose of resolving the investigations and is not intended to be used for any other purpose, and Respondents neither admit nor deny the Findings of Fact and Conclusions of law herein.

3. The Iowa Insurance Division shall not take other adverse action against Respondents related to the matters and conduct at issue in this Order, provided that the Iowa Insurance Division may pursue claims arising from Respondents' failure to comply with the terms and conditions of this Order or from conduct not resolved herein, and further may take any action permitted by paragraph 13 of this Order.

4. Respondents shall not violate the Relevant Laws during any future transactions. Moreover, nothing herein shall be construed as having altered GSI's obligation to comply with all applicable federal states, and local statutes, rules, and regulations.

5. Respondent GSI shall offer Eligible Purchasers refunds under the following terms:

- a) Eligible Purchasers shall be those current GSI customers who were, at the time of purchase, a resident of a Participating State who purchased precious metals from GSI prior to July 22, 2021.
- b) Respondent GSI will take reasonable steps to identify a current physical and electronic mailing address of all Eligible Purchasers by conducting a review of information set forth in internal notes, databases, payment records, or other internal files, as well as contracts, agreements, powers of attorney, and correspondence sent or received by regular mail or electronic mail.
- c) Respondent GSI will notify Eligible Purchasers of the opportunity to elect to receive a refund, separate from any unrelated files or documents, by certified mail addressed to a current physical address and by electronic mail to a current email address. The notice shall take substantially the same form as the notice and form for customer signature set out in Exhibit A, incorporated herein by reference.

- d) Respondent GSI will send the letter to the Eligible Purchasers of Iowa within 30 calendar days of the Effective Date, and will send a second letter approximately 30 calendar days after the first letter is sent.
- e) Respondent GSI will allow Eligible Purchasers the option to receive a refund by responding to the letter in writing addressed to a designated physical or electronic mail address for Respondent GSI.
- f) Within 7 calendar days from the expiration of the time for all Eligible Purchasers from each participating state to elect a refund and return the purchased metal (the "Expiration Date"), Respondent GSI shall establish an escrow account ("Account") to be used for the sole purpose of (i) paying refunds to Eligible Purchasers, and (ii) paying the expenses of the distribution.
- g) Within 14 calendar days of the Expiration Date, Respondent GSI shall either (a) deposit cash into the Account consisting of 110% of the total amount to be refunded to all Eligible Purchasers (the "Deposit Amount"), or (b) obtain a line of credit for the Deposit Amount.
- h) Failure by Respondent GSI to timely make in its entirety the deposit or obtain the line of credit required by subparagraph (g) shall be a material breach by GSI of this Order, and time is of the essence with respect to GSI's obligation to make the deposit or obtain the line of credit, provided that in the event the Deposit Amount is more than \$1,000,000, then GSI and the Participating States shall attempt in good faith to arrange a method for GSI to finance its obligation to monetize the value of the precious metals that customers would be required to return pursuant to their refund requests. In the event no such alternative is

agreed upon within 30 days of the Expiration Date, GSI and the Iowa Insurance Division may withdraw from this Consent Order.

- i) Respondent GSI will pay refunds, as calculated herein, to Eligible Purchasers within 90 calendar days after the Expiration Date. GSI shall not pay any refunds until after it has made the deposit or obtained the line of credit required by subparagraph (g) or an alternative arrangement has been made pursuant to subparagraph (h).
- j) Respondent GSI will provide to the Iowa Insurance Division, prior to the execution of this Order, the names, email addresses, and physical addresses of Eligible Purchasers in Iowa, as well as the date metals were purchased, the purchase price of those metals and the current Liquidation Value of the metals of all identified Eligible Purchasers within Iowa. GSI shall provide to the Iowa Insurance Division (i) evidence of the establishment and funding of the Account, (ii) the aggregate number of purchasers from all participating states that elected to receive a refund, and (iii) the aggregate amount of the refunds to be paid. Within 30 days of a request by the Iowa Insurance Division, Respondent GSI will provide to the Iowa Insurance Division copies of any and all written communications with Eligible Purchasers in Iowa, a list of Eligible Purchasers who elected to receive a refund, who elected not to receive a refund, who did not respond, and who could not be reached, and records reflecting the payment of refunds to Eligible Purchasers.
- k) Respondents, the Iowa Insurance Division, and their respective personnel shall not influence an Eligible Purchaser to either accept or reject an offer of refund

under the terms of this Order, provided that the Iowa Insurance Division's advising Eligible Purchasers of the forthcoming notice from GSI and the importance of making an election shall not be considered an effort to influence an Eligible Purchaser within the meaning of this subparagraph.

8. Any GSI customer that GSI was unable to notify may request a refund within six months of the Expiration Date.

9. This Order shall not disqualify or be interpreted to disqualify Respondents from any business they otherwise are qualified, licensed, or permitted to perform under applicable law, nor shall it form the basis of any disqualification under federal, state, or local law. This Order is not intended to subject any Covered Person to any disqualifications under the laws of the United States, any state, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands, or under the rules or regulations of any securities or commodities regulator or self-regulatory organization, including, without limitation, any disqualification from relying upon the state or federal registration exemptions or safe harbor provisions. ("Disqualification Laws"). This Order is not intended to be considered as a disqualifying event according to these Disqualification Laws. "Covered Persons" means Respondent GSI and its current or former officers, directors, members, managers, employees, or other persons that could otherwise be disqualified as a result of this Order. This Order is not intended to serve as a ground(s) for denial of or renewal of any license or registration to Respondents.

10. This Order is not intended to be deemed or used as (a) an admission of, or evidence of, the validity of any alleged wrongdoing or liability; or (b) an admission of, or evidence of, any such alleged fault or omission of Respondents in any civil, criminal, arbitration, or administrative proceeding in any court, administrative agency, or other tribunal.

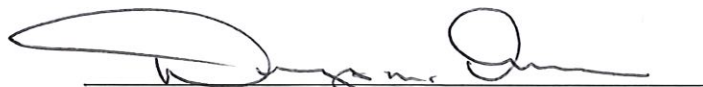
11. This Order is not intended to state or imply willful, reckless, or fraudulent conduct by Respondents, or their affiliates, directors, officers, employees, associated persons, or agents.

12. Respondents, through execution of this Order, voluntarily waive the right to a hearing, appeal, and judicial review of this Order under the Relevant Laws.

13. If, after this settlement is executed, Respondents fail to comply with any of the terms set forth herein, or any representation by Respondents herein is discovered to be materially incorrect or misleading or if GSI or the Iowa Insurance Division withdraws pursuant to paragraph 5(h), the Iowa Insurance Division may take any action permitted under state law, including but not limited to reinstituting the actions and investigations referenced in this Consent Order.

14. Respondents enter into this Order voluntarily and represent that no threats, offers, promises, or inducements of any kind have been made by the Participating States or their officers, employees, agents, or representatives to induce Respondents to enter into this Order.

SIGNED AND ENTERED BY THE Commissioner this 23rd day of October, 2023.


Douglas M. Ommen
Commissioner of Insurance

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause, or their attorney, at their respective addresses disclosed on the pleadings on October 23, 2023.

By: () First Class Mail () Personal Service
() Restricted certified mail, return receipt ☒ Email, by consent
() Certified mail, return receipt () _____

Signature: Brooke Hohn
Brooke Hohn

CONSENT TO ORDER AND AGREEMENT

I, Anthony Allen Anderson, on behalf of myself and GSI Exchange, Respondents in this matter, have read, understood, and do knowingly consent to this Order in its entirety. We understand and acknowledge we have the right to consult with an attorney on this matter if we choose to do so, and acknowledge that the Division cannot provide us an attorney nor can the Division provide us legal advice. By executing this Consent Order, I understand that we are waiving our rights to a contested case hearing, to confront and cross-examine witnesses, to produce evidence, and to judicial review.

We further understand this Order is considered a final administrative action that may be reported by the Division to other regulatory agencies. I also understand this Order is a public record under Iowa Code chapter 22 and information may be shared with other regulatory authorities or governmental agencies, pursuant to Iowa Code § 505.8(8)(d). I also understand this Order will be posted to the Division's website and a notation will be made to the publicly available website record that administrative action has been taken.

Anthony Allen Anderson represents that he is a Senior Partner of GSI Exchange and that, as such, has been authorized by GSI Exchange to enter into this Order for and on behalf of GSI Exchange.

Dated this 10 day of October, 2023.



Anthony Allen Anderson
(on behalf of himself and GSI Exchange)

NOTICE [SECOND NOTICE] TO GSI CUSTOMERS

GSI has been the subject of Cease and Desist Orders issued by state securities departments in Alabama, Arkansas, and Texas regarding its business practices, and other states have made inquiries about these practices. While GSI maintains it has not violated these states' securities laws, it has agreed to resolve these issues without admitting or denying the states' allegations.

1. As part of this settlement, GSI has agreed to give all customers who purchased gold or silver from GSI prior to July 22, 2021, the option of:

a. returning the metal purchased from GSI, signing a release of claims against GSI as set forth in the attached form, and receiving a full refund of the original purchase price from an escrow account to be established and funded by GSI; or

b. maintaining their current account with GSI.

2. If you elect a refund, you would receive **[\$number]**, calculated as follows:

Purchase Amount

Date

[Insert Amount]

[Insert date]

Less Prior Refunds (if applicable)

Date

[Insert Amount]

[Insert date]

Amount of Potential Refund

[Insert Amount]

3. If you elect to maintain your current account, based on the spot price of gold and/or silver on **[date of notice]**, the total value of the metal in your account as of that date was **[\$number]**. Please note that the spot price is only one method of valuation, you may be able to sell your metal for more or less than the spot value, and the value in the future will depend on the future price of gold and silver.

4. You have 60 **[30]** days from the date you receive this initial **[second]** notice to exercise this election. If you fail to respond you will be treated as if you had elected to maintain your current account and you will not receive a refund.

5. If you elect to receive a refund, then complete and sign the attached form and return to GSI as indicated on the form. In the event your metal is held by a third-party custodian, then also sign the attached Delaware Depository transfer form and return it to the custodian. Be sure to keep a copy for your records and note the date you returned the form.

6. In the event you have physical possession of the metal, GSI will forward instructions as to when and how to return it at no cost to you. You will have 48 hours from the receipt of the instructions to mail the metal back to GSI.

7. GSI will be sending refunds by _____, __, 2023.