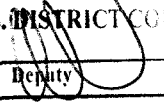


ORIGINAL

U.S. DISTRICT COURT
 NORTHERN DISTRICT OF TEXAS
FILED
 APR 3 2009
 CLERK, U.S. DISTRICT COURT
 By  Deputy

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

vs.

Civil Action No.:

**OVERSEA CHINESE FUND LIMITED
PARTNERSHIP, WEIZHEN TANG &
ASSOCIATES, INC., WEIZHEN TANG CORP.,
WINWIN CAPITAL MANAGEMENT, LLC,
WINWIN CAPITAL LIMITED PARTNERSHIP,
J.O.R. & ASSOCIATES, LLC, AND
WEIZHEN TANG,**

3-09CV0614-B

Defendants,

and

**WINWIN CAPITAL PARTNERS, LP,
BLUEJAY INVESTMENT LLC d/b/a VINTAGE
INTERNATIONAL INVESTMENT LLC,**

Relief Defendants.

COMPLAINT

The Securities and Exchange Commission ("Commission"), Plaintiff, files this Complaint against Defendants Oversea Chinese Fund Limited Partnership, Weizhen Tang & Associates, Inc., Weizhen Tang Corp., WinWin Capital Management, LLC, WinWin Capital Limited Partnership, J.O.R. & Associates, LLC, and Weizhen Tang, and Relief Defendants WinWin Capital Partners, LP, and Bluejay Investment, LLC, d/b/a Vintage International Investment, LLC, and would respectfully show the Court as follows:

SUMMARY

1. This emergency matter involves an on-going *Ponzi* scheme and affinity fraud targeting members of the Chinese-American community. Weizhen Tang, the self-described “Chinese Warren Buffet” recently admitted to investors that since at least 2006 his Toronto-based hedge fund, Oversea Chinese Fund Limited Partnership (the “Hedge Fund”), operated as a *Ponzi* scheme. In February 2009, Tang told investors that he and the Hedge Fund posted false profits on investors’ account statements for the purpose of concealing substantial trading losses, and, more insidiously, to attract new investors to his fund. Tang further admitted that he used funds from new investors to return principal and pay out purported profits to other investors. Tang admitted to investors that the Hedge Fund paid out at least \$8 million in purported profits in 2006, 2007, and 2008 – despite significant trading losses incurred during that time. Since at least as early as 2004, more than 200 investors have collectively invested between \$50 and \$75 million in the Hedge Fund.

2. Tang specifically targeted members of the Chinese-American community and solicited U.S. investors to directly and indirectly invest in the Hedge Fund. Several U.S. investors directly invested in the Hedge Fund. Since at least November 2007, Tang raised capital for the Hedge Fund from U.S. investors by offering and selling limited partnership interests in WinWin Capital Limited Partnership (“WinWin Partners”), a Texas-based limited partnership he controls. WinWin Partners’ sole business is investing partnership capital in the Hedge Fund. As of March 10, 2009, WinWin Partners had raised almost \$17.3 million in principal investments from approximately 75 investors, most of which are located in the Dallas area, but also include investors in California. These investors have withdrawn approximately \$8.4 million from the

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Hedge Fund, of which at least \$700,000 was paid out as purported profits. Nearly \$9.6 million in investor principal remains unaccounted for. Consistent with his recent confession to investors, funds invested with WinWin Partners were used to pay other investors in a *Ponzi* fashion.

3. In an effort to prey on the panic generated by his admissions of wrongdoing, Tang has sent e-mails to investors to persuade them to trust him with even more of their money and allow him to continue trading on their behalf. Within the last two weeks, Tang has informed investors that he is actively raising an additional \$1 million to “recoup” investor losses and creating new business entities, bank accounts, and brokerage accounts to circumvent action by the Commission and/or the Ontario Securities Commission.

4. The Commission, in the interest of protecting investors from any further illegal activity, brings this action against the Defendants and Relief Defendants, seeking as applicable permanent injunctive relief, disgorgement of all illicit profits and benefits Defendants or Relief Defendants have received plus accrued prejudgment interest, civil monetary penalties, the appointment of a receiver over assets traceable to investor funds and other emergency and equitable relief.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to § 22(a) of the Securities Act of 1933 (the “Securities Act”), § 27 of the Securities Exchange Act of 1934 (“Exchange Act”) and § 214 of the Investment Advisers Act of 1940 (“Advisers Act”). Defendants, directly and indirectly, made use of the mails and of the means and instrumentalities of interstate commerce in connection with the acts, practices and courses of business described in this

Complaint. Venue is proper because certain of the transactions, acts, practices and courses of business described below occurred within the jurisdiction of the Northern District of Texas.

PARTIES

6. **Weizhen Tang**, age 50, of Toronto, Ontario, Canada, is the manager of Oversea Chinese Fund Limited Partnership, a Toronto-based hedge fund, whose general partner is Weizhen Tang & Associates, Inc. Tang is also the owner and co-CEO of Weizhen Tang Corp., the owner of J.O.R & Associates, LLC, and the owner of WinWin Capital Management, LLC.

7. **Oversea Chinese Fund Limited Partnership (the “Hedge Fund”)** is a limited partnership organized in December 2001 under the laws of the province of Ontario.

8. **Weizhen Tang & Associates, Inc. (“WTA”)**, is an Ontario corporation that serves as the general partner of the Hedge Fund. WTA’s officers and directors are Tang and Hong Xiao, his wife.

9. **Weizhen Tang Corp. (“WTC”)** is an Ontario corporation that, according to its website (www.wtang.com), is primarily engaged in the management of private equity funds and hedge funds. WTC’s officers and directors are Tang (chairman and secretary), his daughter Wenyi Tang (director and secretary), and Jiehua “Jay” Yu (officer).

10. **WinWin Capital Management, LLC, (the “Adviser”)**, a Texas limited liability company with its principal office in Plano, Texas, has been registered as an investment adviser with the Texas State Securities Board since July 2008. While Tang owns the Adviser, it is managed by Jiehua “Jay” Yu.

11. **WinWin Capital Limited Partnership (“WinWin Partners”)**, a Texas limited partnership with its principal office in Plano, Texas, was created to invest partnership funds in

the Hedge Fund. The limited partners of WinWin Partners, located primarily in the Dallas, Texas, area are the individual investors who, along with investors directly solicited by Tang, are the victims of the fraud in this case. WinWin Partners' sole general partner is J.O.R & Associates, LLC.

12. **J.O.R & Associates, LLC ("JOR")**, a Texas limited liability company located in Plano, Texas, is the general partner of WinWin Partners. JOR was created in October 2006 and listed Jiehua "Jay" Yu, Xiaohong Peng, and Richard Gu as members of the LLC. On January 1, 2007, Yu, Gu, and Peng transferred their ownership interests in JOR to Tang. Tang retained Yu, Gu, and Peng as managers of JOR to manage the day-to-day operations of WinWin Partners. Pursuant to the partnership agreement of WinWin Partners, JOR retains sole discretion to invest the partnership capital.

13. **WinWin Capital Partners, L.P.**, a Delaware limited partnership authorized to do business in the State of Texas, lists as its principal office the Adviser's address in Plano, Texas. The general partner of WinWin Capital Partners, LP is the Adviser. A private offering memorandum for WinWin Capital Partners, LP, dated July 1, 2008, states that the minimum investment in WinWin Capital Partners, LP is \$250,000. WinWin Capital Partners, LP, was formed to provide Tang's U.S. investors with greater transparency over his investment decisions using their funds. WinWin Capital Partners, L.P. is named as a relief defendant solely for the purpose of obtaining equitable relief.

14. **Bluejay Investment, LLC, d/b/a Vintage International Investment, LLC ("Bluejay Investment")**, a Texas limited liability company, lists as its principal office the Adviser's address in Plano, Texas. U.S. investor funds were diverted to an account in the name

of Bluejay Investment. Bluejay Investment is named as a relief defendant solely for the purpose of obtaining equitable relief.

BACKGROUND FACTS

15. Weizhen Tang, a Chinese Canadian living in the Greater Toronto Area, is a prominent figure in the Chinese community in North America. In December 2001, Tang created the Hedge Fund under the laws of the province of Ontario. Hedge Fund offering documents provide that: (i) the Hedge Fund has been active since 2004; (ii) Tang is the trading manager and WTA is the general partner; (iii) the offering started in May 2004; (iv) “prospected partners must be qualified accredited (sic) investors only” [citing Rule 501 of Reg D]; (v) the minimum initial investment in the Hedge Fund is \$150,000; and (vi) “[b]ased on past performance ... the system the Trading Manager will utilize has produced an average return of 32% per year for index and currencies.”

16. According to the Hedge Fund’s website (www.wtang.com), Tang, during the four years since the Hedge Fund was established, achieved an “average annual return rate [of] over 40%” by:

- integrating stock indexes, foreign exchanges, and futures into reliable short-term speculations;
- seeking “consistent returns with minimum risk: 1% weekly profit;” and
- keeping “99% of the total investment pool outside the market for safekeeping, while amplifying the remaining 1% with certain leverage.

Tang’s purported investment strategy is to invest 99 percent of the total investment pool in conservative, out-of-the market investments like bonds and certificates of deposit and 1 percent of the investment pool in speculative short-term investments. The Hedge Fund provides

investors with periodic account statements via its website, and investors use personalized usernames and passwords to monitor their accounts. The Hedge Fund is comprised of more than 200 investors who have collectively invested between \$50 and \$75 million. The Hedge Fund does not charge investors a fee on the first six percent of profit, but it charges a 25 percent “management” fee on any additional profit.

17. Since at least November 2007, Tang has directly and indirectly solicited U.S. investors to invest in the Hedge Fund. At least two U.S. investors have directly invested in Oversea Chinese Fund through Tang’s website solicitation.

18. Tang has further indirectly solicited U.S. investors by causing the creation of WinWin Capital Limited Partners (“WinWin Partners”) and by offering and selling limited partnership interests in the entity. WinWin Partners’ sole business is investing partnership capital in the Hedge Fund. The minimum investment in WinWin Partners is \$100,000 and partnership interests are sold in units; each unit costing \$50,000. Investors sign partnership agreements with WinWin Partners, which set forth that the “purpose of the partnership is to invest the capital of the Partnership in such investments as [JOR] shall determine in its sole discretion to be advisable or advantageous to the Partnership.” WinWin Partners funds were held in a bank account, invested in a certificate of deposit or invested solely with the Hedge Fund.

19. The WinWin Partners’ partnership agreement provides that JOR, as general partner, does not charge a fee on the first 6 percent of profit, but charges a 25 percent fee on any additional profit, mirroring the fee arrangement described on the Hedge Fund’s website. JOR was created in late 2006 and listed Jiehua “Jay” Yu, Xiaohong Peng, and Richard Gu as its members. Effective January 1, 2007, Tang acquired from Yu, Gu, and Peng their ownership

interests in JOR. Pursuant to a compensation agreement, Tang retained Yu, Gu, and Peng as managers of JOR to manage the day-to-day operations of WinWin Partners.

20. As of March 10, 2009, WinWin Partners raised almost \$17.3 million from investors in Texas and California. Even though Tang's U.S. investors were limited partners in WinWin Partners, Tang created an account for each investor on his website in Canada. Using this Internet access, each U.S. investor was shown an account that purported to represent the investor's current investment results, including daily and cumulative trading results. If a U.S. investor desired to withdraw some, or all, of the investment with Tang, a form was submitted to WinWin Partners to redeem the investor's interest in the Hedge Fund. These redemption requests were processed in Texas but were not paid unless Tang personally approved the redemption request. Once approved, a check or a wire transfer was arranged by WinWin Partners to deliver funds pursuant to the redemption request. Of the funds raised from investors, Tang returned approximately \$8.4 million to investors, of which at least \$700,000 was characterized as profits and used to compute management fees due to JOR. Nearly \$9.6 million in investor principal remains unaccounted for.

21. On January 26 through January 30, 2009, Tang conducted a public, real-time demonstration of his trading operations and strategy at his office in Toronto. Tang invited prospective investors, existing investors, and the media to attend. Individuals who could not attend the demo live in Toronto were able to watch it online. After watching Tang's public demonstration, many investors became very concerned about their investments, because Tang was unable to duplicate the percentage returns that the Hedge Fund had purported to achieve – as reflected on the investors' account statements on the Hedge Fund website.

22. On February 7, 2009, Tang sent an e-mail to all Hedge Fund investors, acknowledging that the public demonstration had failed. Although Tang claimed not to have lost money during the demo, he conceded that the results were far from his stated goal of one percent per week. As an apparent result of the demonstration's failure, many investors lost confidence in his trading abilities and closed their accounts or attempted to withdraw large amounts of money from the Hedge Fund. Tang informed investors that the Hedge Fund had insufficient assets from which to pay the withdrawal requests. And, Tang vowed to return all principal to investors within six months and noted that it would not affect the Hedge Fund's normal operation.

23. On February 27, 2009, approximately 200 Hedge Fund investors met with Tang in Toronto. Among the attendees at the meeting was a contingent of the Dallas-area investors. During the meeting, many investors confronted Tang about his repeated failures to honor withdrawal requests. In response, Tang admitted that (i) the Hedge Fund had no more money, (ii) deposits into the Hedge Fund by new investors had been used to pay withdrawals and purported profits to earlier investors, and (iii) the information posted on the Hedge Fund website, showing the daily value of each investor's account, was false. Hedge Fund investors in the Toronto area elected individuals to serve on a volunteer committee (the "Toronto Committee") to act on their behalf to investigate Tang's fraud. Likewise, the Dallas-area investors elected 12 investors to serve on a similar committee (the "Dallas Committee").

24. Tang further admitted to fraudulently operating the Hedge Fund in two March 6, 2009, telephone calls between Tang and investors. During these phone calls, Tang admitted that:

- he and the Hedge Fund sustained trading losses of \$15 million in 2006 and 2007;
- he and the Hedge Fund posted fake profits on the Hedge Fund's website in order to conceal losses and to attract more investors and more money;

- because of the huge trading losses in 2006 and 2007, he was not able to follow his Trading Strategy and he conducted very little trading in 2008;
- he used deposits from newer investors (which included most of the Dallas-area investors) to pay earlier investors (which included mostly Toronto-area investors) when they sought to withdraw funds (principal and fake profits) from their accounts;
- investor deposits were pooled together and commingled in a Hedge Fund account at Bank of Montreal; and
- he was unable to access his bank statements online because a group of Toronto-area investors convinced him to sign over authority in the accounts.

25. On March 8, 2009, Tang sent an e-mail to Hedge Fund investors, acknowledging that the purported profits he and the Hedge Fund listed in each investor's account statement on the Hedge Fund's website were false. Tang also claimed that, during the last three years, he and the Hedge Fund distributed over \$30 million in principal and \$8 million of purported profits to investors. Further, Tang implored investors to give him a year to repay each investor's debt. To persuade investors to afford him some time to repay investor losses, Tang claimed to have borrowed money from a friend, traded in her account, made \$2 million in 12 days of trading, and used \$1 million to repay some investors.

26. On March 19, 2009, Tang sent another e-mail to Hedge Fund investors, revealing, among other things, that "[e]ven if I have to go to jail, I still hope that I can go after I have repaid all of you. Now finally I have a chance to trade again." Tang also represented:

"[u]nder the close monitoring of the client committee, I will be able to give you convincing results using my trading skill. By then, a lot of investors will be willing to let me trade for them under such a transparent system. As a result, this will be no problem to repay all of your money. Please gave me some time and please give me this last chance."

27. Tang-related entities currently control more than \$750,000 of investor funds in U.S. accounts in the names of WinWin Capital Partners, LP and Bluejay Investment, LLC.

Despite the revelations of his fraud, Tang is creating and attempting to create additional entities and accounts for the purpose of moving investor funds to evade government intervention that would prevent his trading activities. Tang and Tang-related entities have opened and attempted to open new brokerage accounts within the last several weeks for the purpose of trading, and have recently lost more than \$500,000 in trading in U.S. accounts.

28. In response to his fraudulent conduct, the Ontario Securities Commission (“OSC”) instituted a Temporary Order that ordered all trading by Tang, WTC, WTA, and the Hedge Fund to cease. The Temporary Order is limited to Tang’s Canadian entities and has no apparent effect on U.S. assets, entities or trading activities.

CLAIMS

FIRST CLAIM

Violations of Sections 5(a) and 5(c) of the Securities Act

29. Plaintiff Commission repeats and incorporates paragraphs 1 through 28 of this Complaint by reference as if set forth *verbatim*.

30. Defendants, directly or indirectly, singly or in concert with others, have been offering to sell, selling and delivering after sale, certain securities, and have been, directly and indirectly: (a) making use of the means and instruments of transportation and communication in interstate commerce and of the mails to sell securities, through the use of written contracts, offering documents and otherwise; (b) carrying and causing to be carried through the mails and in interstate commerce by the means and instruments of transportation, such securities for the purpose of sale and for delivery after sale; and (c) making use of the means or instruments of transportation and communication in interstate commerce and of the mails to offer to sell such securities.

31. As described in paragraphs 1 through 28, Defendants' securities were offered and sold to the public through a general solicitation of investors. No registration statements were ever filed with the Commission or otherwise in effect with respect to these transactions.

32. By reason of the foregoing, Defendants violated and, unless enjoined, will continue to violate Sections 5(a) and 5(c) of the Securities Act [15 U.S.C. §§77e(a) and 77e(c)].

SECOND CLAIM
Violations of Section 17(a) of the Securities Act

33. Plaintiff Commission repeats and incorporates paragraphs 1 through 28 of this Complaint by reference as if set forth *verbatim*.

34. Defendants, directly or indirectly, singly, in concert with others, in the offer and sale of securities, by use of the means and instruments of transportation and communication in interstate commerce and by use of the mails, have: (a) employed devices, schemes or artifices to defraud; (b) obtained money or property by means of untrue statements of material fact or omissions to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (c) engaged in transactions, practices or courses of business which operate or would operate as a fraud or deceit.

35. As part of and in furtherance of this scheme, Defendants, directly and indirectly, prepared, disseminated or used contracts, written offering documents, promotional materials, investor and other correspondence, and oral presentations, which contained untrue statements of material fact and which omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, including, but not limited to, those statements and omissions set forth in paragraph 1 through 28 above.

36. Defendants made the above-referenced misrepresentations and omissions knowingly or with severe recklessness with regard for the truth. Defendants were also negligent in their actions regarding the representations and omissions alleged herein.

37. By reason of the foregoing, Defendants violated, and unless enjoined, will continue to violate Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)].

THIRD CLAIM
Violation of Section 10(b) of the Exchange Act and Rule 10b-5 thereunder

38. Plaintiff Commission repeats and incorporates paragraphs 1 through 28 of this Complaint by reference as if set forth *verbatim*.

39. Defendants, directly or indirectly, singly or in concert with others, in connection with the purchase and sale of securities, by use of the means and instrumentalities of interstate commerce and by use of the mails have: (a) employed devices, schemes and artifices to defraud; (b) made untrue statements of material facts and omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (c) engaged in acts, practices and courses of business which operate as a fraud and deceit upon purchasers, prospective purchasers and other persons.

40. As a part of and in furtherance of their scheme, Defendants, directly and indirectly, prepared, disseminated or used contracts, written offering documents, promotional materials, investor and other correspondence, and oral presentations, which contained untrue statements of material facts and misrepresentations of material facts, and which omitted to state material facts necessary in order to make the statements made, in light of the circumstances under

which they were made, not misleading, including, but not limited to, those set forth in Paragraphs 1 through 28 above.

41. Defendants made the above-referenced misrepresentations and omissions knowingly or with severe recklessness regarding the truth.

42. By reason of the foregoing, Defendants violated and, unless enjoined, will continue to violate the provisions of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

FOURTH CLAIM
Violations of Sections 206(1) and 206(2) of the Investment Advisers Act

43. Plaintiff Commission repeats and incorporates paragraphs 1 through 28 of this Complaint by reference as if set forth *verbatim*.

44. Defendants Tang, Weizhen Tang & Associates, Inc., J.O.R. & Associates, LLC and WinWin Management, LLC, as investment advisers, used the mails and means or instrumentalities of interstate commerce, directly and indirectly: 1) to employ devices, schemes or artifices to defraud clients or prospective clients; or 2) to engage in transactions, practices and courses of business which operated as a fraud or deceit upon clients and prospective clients.

45. By reason of the foregoing, Defendants Tang, Weizhen Tang & Associates, Inc., J.O.R. & Associates, LLC and WinWin Management, LLC, violated and, unless enjoined, will continue to violate the provisions of Sections 206(1) and 206(2) of the Investment Advisers Act [15 U.S.C. § 80b – 6(1), (2)].

FIFTH CLAIM

Violations of Section 206(4) of the Investment Advisers Act and Rule 206(4) – 8 thereunder

46. Plaintiff Commission repeats and incorporates paragraphs 1 through 28 of this Complaint by reference as if set forth *verbatim*.

47. Defendants Tang, Weizhen Tang & Associates, Inc. and J.O.R. & Associates, LLC, as investment advisers, 1) engaged in acts, practices, or courses of business which were fraudulent, deceptive or manipulative; and 2) as advisers to a pooled investment vehicle: a) made untrue statements of a material fact or omitted to state a material facts necessary to make statements made, in light of the circumstances under which they were made, not misleading to investors or prospective investors in the pooled investment vehicle; and/or b) otherwise engaged in acts, practices and courses of business that were fraudulent, deceptive, or manipulative with respect to investors or prospective investors of the pooled investment vehicle.

48. By reason of the foregoing, Defendants Tang, Weizhen Tang & Associates, Inc., and J.O.R. & Associates, LLC, violated and, unless enjoined, will continue to violate the provisions of Section 206(4) of the Investment Advisers Act [15 U.S.C. § 80b – 6(4)] and Rule 206(4) – 8 thereunder [17 C.F.R. § 275.206(4) – 8].

SIXTH CLAIM

Claims Against Relief Defendants as Custodian of Investor Funds

49. Plaintiff Commission repeats and incorporates paragraphs 1 through 28 of this Complaint by reference as if set forth *verbatim*.

50. Relief Defendants received funds and property from one or more of the Defendants, which are the proceeds, or are traceable to the proceeds, of the unlawful activities of Defendants, as alleged in paragraphs 1 through 28 above.

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51. Relief Defendants obtained the funds and property alleged above as part of and in furtherance of the securities violations alleged in paragraphs 1 through 28 and under circumstances in which it is not just, equitable or conscionable for them to retain the funds and property. As a consequence, Relief Defendants were unjustly enriched.

RELIEF REQUESTED

The Commission seeks the following relief:

52. An order of the Court permanently enjoining the Defendants, as appropriate, their agents, servants, employees, attorneys and all persons in active concert or participation with them who receive actual notice of the injunction by personal service or otherwise, and each of them, from future violations of Sections 5(a), 5(c) and 17(a) of the Securities Act, [15 U.S.C. §§ 77e(a), 77e(c) and 77q(a)], Section 10(b) the Exchange Act, [15 U.S.C. § 78j(b)], and of Rule 10b-5 [17 C.F.R. § 240.10b-5] thereunder and Sections 206(1), (2) and (4) of the Advisers Act and Rule 206(4) – 8 thereunder.

53. An order of the Court appointing a receiver to take control of all assets of the Defendants WinWin Capital Management, LLC, WinWin Capital Limited Partnership, J.O.R. & Associates, LLC, and the Relief Defendants, to marshal and preserve assets for the benefits of investors.

54. An order of the Court directing Defendants to disgorge an amount equal to the funds and benefits obtained illegally as a result of the violations alleged, plus prejudgment interest on that amount.

55. An order of the Court directing Defendants, as appropriate, to pay civil monetary penalties in an amount determined as appropriate by the Court pursuant to Section 20(d) of the

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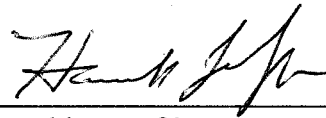
Securities Act [15 U.S.C. § 77t(d)], Section 21(d) of the Exchange Act [15 U.S.C. § 78u(d)] and Section 209(e)(2) of the Investment Advisers Act [15 U.S.C. § 80b-9] for their violations of the federal securities laws as alleged herein.

56. An order of the Court directing Relief Defendants to disgorge an amount equal to the funds and benefits obtained, plus prejudgment interest, as a result of the Defendants' violations alleged herein.

57. All further relief as the Court may deem just and proper.

Dated: April 3, 2009.

Respectfully Submitted,



Harold R. Loftin, Jr.
Texas Bar No. 12487090
U.S. Securities and Exchange Commission
Burnett Plaza, Suite 1900
801 Cherry Street, Unit #18
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ORIGINAL CIVIL COVER SHEET - 09CV0614-B

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I.(a) PLAINTIFF

SECURITIES AND EXCHANGE COMMISSION

DEFENDANTS

OVERSEA CHINESE FUND LIMITED PARTNERSHIP, WEIZHEN TANG & ASSOCIATES, INC., WEIZHEN TANG CORP., WINWIN CAPITAL MANAGEMENT, LLC, WINWIN CAPITAL LIMITED PARTNERSHIP, J.O.R. & ASSOCIATES, LLC and WEIZHEN TANG, Defendants, and WINWIN CAPITAL PARTNERS, PL, BLUEJAY INVESTMENT LLC d/b/a VINTAGE INTERNATIONAL INVESTMENT LLC, Relief Defendants

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF (EXCEPT IN U.S. PLAINTIFF CASES)

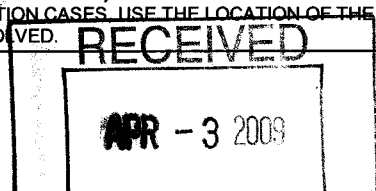
County of Residence of First Listed Defendant: (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEY (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Harold R. Loftin, Jr. U.S. Securities & Exchange Commission, Burnett Plaza, Ste. 1900, 801 Cherry Street, Unit #18, Fort Worth, TX 76102-6882 (817) 978-6450

ATTORNEYS (If known):



II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business in This State
Incorporated and Principal Place of Business in Another State
Foreign Nation

IV. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

Sections 5(a), 5(c) and 17(a) of the Securities Act of 1933 [15 U.S.C. §§ 77e(a), 77e(b) and 77q(a)], Section 10(b) of the Securities Exchange Act of 1934 [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5], and Sections 206(1) and 206(2) of the Investment Advisors Act of 1940 [15 U.S.C. §§ 80-b-6(1) and (2)].

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND YES NO

VIII. RELATED CASE(S) (See Instructions):

IF ANY DATE 4/3/09 JUDGE SIGNATURE OF ATTORNEY OF RECORD DOCKET NUMBER FOR OFFICE USE ONLY Receipt # AMOUNT APPLYING IFP JUDGE MAG. JUDGE