

ORIGINAL

MAY 17 2006

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

LUTHER D. THOMAS, Clerk
By: *[Signature]* Deputy Clerk

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Civil Action No.

1:06-CV-1171

GEOFFREY GISH, WESTON
RUTLEDGE FINANCIAL
SERVICES, INC., ZAMINDARI
CAPITAL, LLC, LEXINGTON
INTERNATIONAL FUND, LLC,
a/k/a LEXINGTON
INTERNATIONAL FUND, INC.,
and OXFORD ADAMS CAPITAL,
LLC,

Defendants.

COMPLAINT FOR EMERGENCY INJUNCTIVE AND OTHER RELIEF

Plaintiff, Securities and Exchange Commission ("Commission"), alleges that:

OVERVIEW

1. This matter involves a Ponzi scheme operated by Geoffrey A. Gish ("Gish") and several entities that he owns or controls: Weston Rutledge Financial Services, Inc. ("Weston Rutledge"), Zamindari Capital, LLC ("Zamindari");

Lexington International Fund, LLC a/k/a Lexington International Fund, Inc. (“Lexington”); and Oxford Adams Capital, LLC (“Oxford Adams”).

2. From as early as February 2004 through the present, Gish and the other defendants have fraudulently sold at least \$8.8 million of securities to more than 100 investors located in several states.

3. Gish has offered and sold these securities through at least three fraudulent investment programs: Zamindari, Lexington, and Oxford, luring investors with offering materials that falsely suggest that each program has historically generated returns ranging between 44% to over 100% per year.

4. Gish has also told investors, falsely, that there is no risk of loss if they invest in the Zamindari and Lexington programs.

5. Gish and Weston Rutledge have also sent false account statements to investors, misrepresenting that their investments in Zamindari, Lexington, and Oxford Adams have appreciated substantially.

VIOLATIONS

6. Defendants have engaged, and unless restrained and enjoined by this Court, will continue to engage in acts and practices that constitute and will constitute violations of Sections 5(a), 5(c), and 17(a) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. § 77q(a)], Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5], and defendant Gish has violated Sections 206(1) and 206(2) of the Investment Advisers Act of 1940 (“Advisers Act”)[15 U.S.C. § 80b-6(1) and(2)].

JURISDICTION AND VENUE

7. The Commission brings this action pursuant to Sections 20 and 22 of the Securities Act [15 U.S.C. §§ 77t and 77v], Sections 21(d) and 21(e) of the Exchange Act [15 U.S.C. §§ 78u(d) and 78u(e)], and Sections 209 and 214 of the Advisers Act [15 U.S.C. §§ 80b-9, 80b-14], to enjoin the defendants from engaging in the transactions, acts, practices, and courses of business alleged in this complaint, and transactions, acts, practices, and courses of business of similar purport and object, for civil penalties and for other equitable relief.

8. This Court has jurisdiction over this action pursuant to Sections 20 and 22 of the Securities Act [15 U.S.C. §§ 77t and 77v], Sections 21(d), 21(e), and 27 of the Exchange Act [15 U.S.C. §§ 78u(d), 78u(e), and 78aa] and Section 214 of the Advisers Act [15 U.S.C. § 80b-14].

9. Defendants, directly and indirectly, made use of the mails, the means and instruments of transportation and communication in interstate commerce and the means and instrumentalities of interstate commerce in connection with the transactions, acts, practices, and courses of business alleged in this complaint.

10. Certain of the transactions, acts, practices, and courses of business constituting violations of the Securities Act, Exchange Act and Advisers Act occurred in the Northern District of Georgia. In addition, Defendant Gish resides in the Northern District of Georgia. Defendants Weston Rutledge, Zamindari, Lexington, and Oxford Adams all have their principal place of business in the Northern District of Georgia.

11. Defendants Gish, Weston Rutledge, Zamindari, Lexington, and Oxford Adams, unless restrained and enjoined by this Court, will continue to engage in the

transactions, acts, practices, and courses of business alleged in this complaint, and in transactions, acts, practices, and courses of business of similar purport and object.

THE DEFENDANTS

12. **Geoffrey Gish**, age 52, resides in Roswell, Georgia. Gish represents himself to be the president of Weston Rutledge, the president of Lexington, and a principal or manager of Zamindari and Oxford Adams. Immediately prior to this scheme, Gish provided investment advisory services through Weston Rutledge & Company, Inc. In May 2005, the State of Georgia issued a cease-and-desist order against Gish and Weston Rutledge & Company, Inc. for operating as unregistered investment advisers.

13. **Weston Rutledge Financial Services Inc.**, is a Nevada corporation founded by Gish and a business associate in December 2004. Its principal place of business is in Roswell, Georgia. Gish controls Weston Rutledge.

14. **Zamindari Capital, LLC**, is a Nevada limited liability company. Its principal place of business is in Roswell, Georgia. Gish controls Zamindari.

15. Lexington International Fund, LLC, is a Nevada limited liability company. Its principal place of business is in Roswell, Georgia. Gish controls Lexington.

16. Oxford Adams Capital, LLC, is a Nevada limited liability company. Its principal place of business is in Roswell, Georgia. Gish controls Oxford Adams.

The Fraudulent Scheme

17. Since as early as February 2004, Gish has offered and sold at least \$8.8 million of securities to more than 100 investors located in at least seven states. After forming Weston Rutledge in December 2004, Gish offered these securities through that firm. The bulk of the money, at least \$8.7 million, was invested in Zamindari.

18. Some of the Zamindari investors also invested in the two other programs that Gish and Weston Rutledge offered: Lexington and Oxford Adams. Although Gish's offering documents refer to the issuer as "the Oxford Adams Fund," Gish directed investors to write checks or wire funds to Oxford Adams Capital, LLC.

19. Gish provided prospective investors with various offering documents in connection with their investments in each program. The Zamindari documents claimed that it is a “bond buy sell program” which buys “debt instrument[s] issued by a major bank or corporation,” including “short term and medium term new issue paper.” These offering documents claimed that investor funds are pooled together in groups of \$1 million to purchase these instruments.

20. In addition to this “regular” Zamindari program, Gish tells investors that Zamindari also offers investments in various “short term projects.” Gish provides documents to investors that generically described the “short term projects” as “fund[ing] projects for international companies who have a proven track record of financial stability.” Each of these projects purportedly last 30 to 90 days and have a unique name, which Gish or his employees arbitrarily create.

21. Gish or other Weston Rutledge employees tell investors that they must provide new funds to invest in these “short term projects”; they cannot transfer money from their “regular” Zamindari investment. Moreover, Gish represents to investors that they will earn around 40% on these “short term projects” if they roll their investment into another short term project or back into

the “regular” Zamindari program, but “only” around 20% if they liquidate their investment at the conclusion of the short term project.

22. The Lexington investment agreement that Gish gives investors states that Lexington trades foreign currency contracts. Gish has also provided some investors with a document that describes Lexington as pooling investor funds into one brokerage account and then trading spot or future currency contracts over the Foreign Exchange Market or “Forex.”

23. The Oxford Adams investment agreement that Gish provides investors describes that entity as an “options trading program.”

24. Gish required that investors execute an investment agreement in connection with their initial investment in each of the three programs. Gish signed these agreements on behalf of Zamindari, Lexington, and Oxford Adams. Each of these agreements provides that a “program manager,” who is never identified, has “absolute discretion as to the timing, manner and placement of all” transactions and the right to “establish new contract positions” without the input of the particular investor.

25. Weston Rutledge periodically distributes a "Client Update" newsletter which describes the Zamindari, Lexington, and Oxford Adams programs and directs clients interested in investing in these programs to contact Weston Rutledge.

26. Gish has also solicited some of the clients whom he advised when doing business under Weston Rutledge & Company, Inc. to invest in Zamindari, Lexington and Oxford Adams. At least one client withdrew funds from the brokerage account that Gish managed to invest in these programs.

27. Gish has employed one person in Denton, Texas to recruit investors.

28. Gish failed to tell investors that he operates the Zamindari, Lexington and Oxford Adams programs, in their totality, as a Ponzi scheme. Gish commingles funds by periodically transferring monies between the three programs, has dissipated investor funds, and has used new investor money to pay withdrawals to other customers.

29. Since November 2005, without disclosing to investors, Gish has diverted approximately \$100,000 from Zamindari investors to his personal bank

account, and has diverted over \$100,000 to the Weston Rutledge bank account and used those funds to pay miscellaneous personal and other expenses.

30. The Zamindari offering materials that Gish gave potential investors represent that the Zamindari program anticipated returns of 30% per quarter.

31. The Zamindari offering documents also state that investors' principal would be fully insured against loss. Some documents state that Zamindari would obtain a "Financial Guarantee Bond." The Zamindari investment agreement similarly stated that the investor's funds would be "fully collateralized or bond guaranteed." In fact, there was no bond.

32. Other Zamindari documents represent that investor funds would be deposited in an escrow account at Wachovia Bank, and that those funds would not be withdrawn.

33. At the end of April 2006, the only accounts that Zamindari has at Wachovia Bank had a balance of just under \$100,000.

34. Gish also told customers, either in letters or orally, that there was no risk of loss for their Zamindari investments.

35. Gish also told some investors that the Lexington program offered extraordinarily high returns. In or about March 2004, Gish sent a letter to a potential Lexington investor which represented that Lexington would earn 4% per month for an investment of \$10,000. The letter explained that this rate of return would grow if more money was invested, such that investments of \$75,000 or more would earn 8% per month.

36. Gish also told investors that the Lexington program was a safe investment. For example, in or about April 2004, Gish told an investor that Lexington had never incurred a loss in the three or four years that it had been doing business.

37. In or about December 2004, Gish sent a letter to two investors, which stated "Lexington International Fund, Inc. guarantee[s] your investment principal in full, with no risk of loss."

38. Weston Rutledge has sent false account statements to investors that represent that the Zamindari, Lexington and Oxford Adams programs have generated extraordinarily high rates of return.

39. One investor's statements represented that his Lexington investment grew 250% in two years.

40. That investor's Oxford Adams statements, also issued by Weston Rutledge, suggested that his investment grew 4% each month, from September 2004 through December 2005.

41. Weston Rutledge has issued account statements to a Zamindari investor, which represent that Zamindari generated returns ranging between 10% and 18% *per month* from September 2004 through March 2006.

42. These purported rates of return in the Zamindari, Lexington and Oxford Adams account statements are completely fictitious.

43. Each month, at Gish's direction, a Weston Rutledge employee instructs a clerical employee to input into a spreadsheet a particular rate or return that each program supposedly produced for the prior month. The clerical employee then uses that spreadsheet to prepare account statements.

44. Gish and Weston Rutledge have no source documents to substantiate the rates of return depicted in the account statements.

45. Gish has also misrepresented the very existence of the investment programs he offered to potential investors.

46. The Zamindari, Lexington and Oxford Adams programs were all fictitious “prime bank” schemes and the offering documents closely resemble documents used in other fraudulent “prime bank” schemes.

47. There has been no registration statement filed with the Commission with respect to the offering of the securities described herein.

COUNT I—UNREGISTERED OFFERING OF SECURITIES

**Violations of Sections 5(a) and 5(c) of the Securities Act
[15 U.S.C. § 77e(a) and 77e(c)]**

48. Paragraphs 1 through 47 are hereby realleged and are incorporated herein by reference.

49. No registration statement has been filed or is in effect with the Commission pursuant to the Securities Act and no exemption from registration exists with respect to the transactions described herein.

50. From as early as February 2004, defendants Gish, Zamindari, Lexington and Oxford Adams, and, since December 2004 through the present, defendant Weston Rutledge, singly and in concert, have:

- (a) made use of the means or instruments of transportation or communication in interstate commerce or of the mails to sell securities, through the use or medium of a prospectus or otherwise;
- (b) carried securities or caused such securities to be carried through the mails or in interstate commerce, by any means or instruments of transportation, for the purpose of sale or for delivery after sale; and
- (c) made use of the means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell or offer to buy securities, through the use or medium of any prospectus or otherwise,

without a registration statement having been filed with the Commission as to such securities.

51. By reason of the foregoing, defendants, directly and indirectly, singly and in concert, have violated Sections 5(a) and 5(c) of the Securities Act [15 U.S.C. §§ 77e(a) and 77e(c)].

COUNT II--FRAUD

**Violations of Section 17(a)(1) of the Securities Act
[15 U.S.C. § 77q(a)(1)]**

52. Paragraphs 1 through 47 are hereby realleged and are incorporated herein by reference.

53. Defendants Gish, Zamindari, Lexington and Oxford Adams, and, since December 2004, defendant Weston Rutledge, in the offer and sale of the securities described herein, by the use of means and instruments of transportation and communication in interstate commerce and by use of the mails, directly and indirectly, employed devices, schemes and artifices to defraud purchasers of such securities, all as more particularly described above.

54. Defendants knowingly, intentionally, and/or recklessly engaged in the aforementioned devices, schemes and artifices to defraud.

55. While engaging in the course of conduct described above, the defendants acted with scienter, that is, with an intent to deceive, manipulate or defraud or with a severe reckless disregard for the truth.

56. By reason of the foregoing, the defendants, directly and indirectly, have violated and, unless enjoined, will continue to violate Section 17(a)(1) of the Securities Act [15 U.S.C. § 77q(a)(1)].

COUNT III---FRAUD

Violations of Sections 17(a)(2) and 17(a)(3) of the Securities Act[15 U.S.C. §§ 77q(a)(2) and 77q(a)(3)]

57. Paragraphs 1 through 47 are hereby realleged and are incorporated herein by reference.

58. Defendants Gish, Zamindari, Lexington and Oxford Adams, and, since December 2004, defendant Weston Rutledge, in the offer and sale of the securities described herein, by use of means and instruments of transportation and communication in interstate commerce and by use of the mails, directly and indirectly:

a. obtained money and property by means of untrue statements of material fact and 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

b. engaged in transactions, practices and courses of business which would and did operate as a fraud and deceit upon the purchasers of such securities,

all as more particularly described above.

59. By reason of the foregoing, the defendants, directly and indirectly, have violated and, unless enjoined, will continue to violate Sections 17(a)(2) and 17(a)(3) of the Securities Act [15 U.S.C. §§ 77q(a)(2) and 77q(a)(3)].

COUNT IV--FRAUD

**Violations 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]**

60. Paragraphs 1 through 47 are hereby realleged and are incorporated herein by reference.

61. Defendants Gish, Zamindari, Lexington and Oxford Adams, and, since December 2004, defendant Weston Rutledge, in connection with the purchase and

sale of securities described herein, by the use of the means and instrumentalities of interstate commerce and by use of the mails, directly and indirectly:

- 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

would and did operate as a fraud and deceit upon the purchasers of such securities, all as more particularly described above.

62. The defendants knowingly, intentionally, and/or recklessly engaged in the aforementioned devices, schemes and artifices to defraud, made untrue statements of material facts and omitted to state material facts, and engaged in fraudulent acts, practices and courses of business. In engaging in such conduct, the defendants acted with scienter, that is, with an intent to deceive, manipulate or defraud or with a severe reckless disregard for the truth.

63. By reason of the foregoing, the defendants, directly and indirectly, have violated and, unless enjoined, will continue to violate 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].

COUNT V—FRAUD

**Violations of Section 206(1) of the Advisers Act
[15 U.S.C. § 80b-6(1)]**

64. Paragraphs 1 through 47 are hereby realleged and are incorporated herein by reference.

65. From in or about February 2004 through the present, defendant Gish, acting as an investment adviser, using the mails and the means and instrumentalities of interstate commerce, directly and indirectly, employed devices, schemes and artifices to defraud one or more advisory clients and/or prospective clients.

66. Defendant Gish knowingly, intentionally, and/or recklessly engaged in the aforementioned devices, schemes and artifices to defraud. In engaging in such conduct, defendant Gish acted with scienter, that is, with intent to deceive, manipulate or defraud or with a severe reckless disregard for the truth.

67. By reason of the foregoing, defendant Gish, directly and indirectly, has violated, and, unless enjoined, will continue to violate Section 206(1) of the Advisers Act [15 U.S.C. § 80b-6(1)].

COUNT VI--FRAUD

Violations of Section 206(2) of the Advisers Act
[15 U.S.C. § 80b-6(2)]

68. Paragraphs 1 through 47 are hereby realleged and are incorporated herein by reference.

69. From in or February 2004 through the present, defendant Gish, acting as an investment adviser, by the use of the mails and the means and instrumentalities of interstate commerce, directly and indirectly, engaged in transactions, practices, and courses of business which would and did operate as a fraud and deceit on one or more advisory clients and/or prospective clients.

70. By reason of the foregoing, defendant Gish, directly and indirectly, has violated and, unless enjoined, Gish will continue to violate Section 206(2) of the Advisers Act [15 U.S.C. § 80b-6(2)].

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Commission respectfully prays for:

I.

Findings of Fact and Conclusions of Law pursuant to Rule 52 of the Federal Rules of Civil Procedure, finding that the defendants named herein committed the violations alleged herein.

II.

A temporary restraining order, preliminary and permanent injunctions enjoining the defendants, their officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of the order of injunction, by personal service or otherwise, and each of them, from violating, directly or indirectly, Section 17(a) of the Securities Act [15 U.S.C. 77q(a)], Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 [17 C.F.R. 240.10b-5] promulgated thereunder, and enjoining Gish from violating Sections 206(1) and 206(2) of the Advisers Act [15.S.C. 80b-6(1) and 80b-6(2)].

III.

An order requiring an accounting of the use of proceeds of the sales of the securities described in this Complaint and the disgorgement by defendants of all ill-

gotten gains or unjust enrichment with prejudgment interest, to effect the remedial purposes of the federal securities laws, and an order freezing the assets and preserving documents of the defendants, to preserve the status quo.

IV.

An order pursuant to Section 20(d) of the Securities Act [15 U.S.C. 77t(d)], Section 21(d)(3) of the Exchange Act [15 U.S.C. 78u(d)(3)] and Section 209(e) of the Advisers Act [15 U.S.C. 80b-9(e)] imposing civil penalties against defendants.

V.

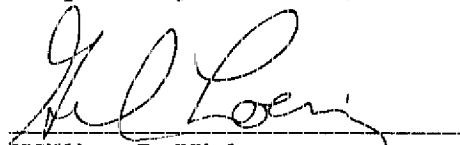
An Order appointing a Receiver for the assets of defendants Weston Rutledge, Zamindari, Lexington, and Oxford Adams.

VI.

Such other and further relief as this Court may deem just, equitable, and appropriate in connection with the enforcement of the federal securities laws and for the protection of investors.

Dated this 17th day of May, 2006.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "W. P. Hicks", written over a horizontal line.

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