

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SECURITIES AND EXCHANGE)	
COMMISSION,)	
)	CIVIL ACTION FILE
Plaintiff,)	NO. 1:06-CV01171-CC
)	
GEOFFREY A. 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.)	

NOTICE OF FILING

Counsel for Thomas S. Richey, as Receiver for Weston Rutledge Financial Services, Inc.; Zamindari Capital, LLC; Lexington International Fund, LLC, a/k/a Lexington International Fund, Inc.; and Oxford Adams Capital, LLC, hereby files the attached Second Report Regarding Receiver's Activities and Status of the Receivership Estate.

This 20th day of November 2006.

/s/ Stacey Godfrey Evans
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Lexington International Fund, LLC,
a/k/a Lexington International Fund, Inc.;
and Oxford Adams Capital, LLC

**SECOND REPORT REGARDING RECEIVER'S ACTIVITIES
AND STATUS OF THE RECEIVERSHIP ESTATE**

Thomas S. Richey, as receiver for Weston Rutledge Financial Services, Inc. ("Weston Rutledge"), Zamindari Capital, LLC ("Zamindari"), Lexington International Fund, LLC, a/k/a Lexington International Fund, Inc., and Oxford Adams Capital, LLC (the "Receivership Companies") (the "Receiver"), hereby files his Second Report Regarding Receiver's Activities and Status of the Receivership Estate ("Second Report").

INTRODUCTION

1. On August 28, 2006, in his First Report Regarding Receiver's Activities and Status of the Receivership Estate ("First Report"), the Receiver set out the procedural background of this case as well as the initial findings of the financial condition of the Receivership Companies.

2. As explained in the First Report, upon taking over the Receivership Companies, the Receiver located and took possession of all of the bank accounts and other assets of the Receivership Companies. These included twenty-seven (27) accounts at four (4) different banks, with balances totaling \$1,039,144.43, the Receivership Companies' offices and equipment and other assets such as contract rights and claims against third parties for funds paid out and owed back to the Receivership Companies.

3. The Receiver also assumed the responsibility of dealing with claims against the Receivership Estate. Based on the investigation to date, it appears that the Receivership Companies' liabilities are largely to investors who entrusted their funds to Geoffrey A. Gish and the Receivership Companies. Mr. Gish and the Receivership Companies took in approximately \$29 million in investor funds and returned approximately \$11.6 million to investors. There is approximately \$18 million of investor funds that are spent, missing or lost. The Receiver is seeking to recover the missing funds for the benefit of investors and other creditors. There were approximately 300 investors who entrusted their funds to the Receivership Companies. To date, claims have been filed for 249 investor accounts.

4. As detailed below, the Receiver, his counsel and the Receivership accountants have continued their efforts to trace and locate the missing funds, identify and locate the persons and entities who received the funds and demand their return. The Receiver is in discussions with some of these persons and entities in the hope that funds can be recovered without the expense and delay of litigation, but is preparing to file suit where necessary.

5. The Receiver continues to anticipate that, as is the case in most Ponzi scheme Receiverships, it will take more than a year, and perhaps multiple years, to

recover funds through litigation with third parties in order to return any meaningful amount of money to investors.

6. Based on information known to date, the Receiver does not expect to recover all the funds lost because Defendant Gish received and spent over \$1 million of the funds on himself, another \$1.3 million in funds was used as operating expenses in running the Weston Rutledge offices, funds were transferred to third parties who lack the ability to repay them, and close to half of the missing funds were transferred to foreign banks. The Receiver is not yet in a position to predict the extent of recovery likely to be achieved.

7. This Second Report is intended to provide a summary of the Receiver's and his team's activities and findings to date. These conclusions may change as additional information and documents are received during the course of the litigation and the litigation with third-parties. The Report covers the following areas:

- a. Investigative work
- b. Depositions and written discovery
- c. Review and analysis of accounting records
- d. Efforts to collect the Receivership Companies' assets and funds
- e. Liquidation of office furniture and equipment
- f. Receivership Expenses
- g. Investor and creditor communications and claims

RECEIVER'S ACTIVITIES

8. Since the time of the filing of the First Report on August 28, 2006, the Receiver and his counsel and accountants have engaged in the following activities:

A. Investigative Work.

9. Upon taking over the Receivership Companies, the Receiver took possession of over 180,000 documents, amounting to approximately 72 boxes of hard copy documents, and extensive amounts of electronic data, including approximately 40,156 emails and 65,000 electronic files maintained on the computers of the Receivership Companies. The Receiver and his counsel, Powell Goldstein LLP, have reviewed these records in order to locate evidence that would support claims to recover Receivership Companies' assets from Mr. Gish and third parties, as well as to respond to subpoenas and informal document and information requests by the government and Mr. Gish's counsel, and the Receiver's accountants, GlassRatner Advisory & Capital Group, LLC.

10. Since filing the First Report, the Receiver has received documents from the following persons and entities pursuant to subpoenas served prior to the First Report:

- (a) Steven P. Arena
- (b) Donovan E. Davidson
- (c) Zahra Ghods
- (d) Purya Ghrabetti
- (e) Myra Ettenborough
- (f) Champion Partners & Associates, Inc.
- (g) LCB Ministries
- (h) Rusa Cap, Inc.
- (i) Unisource Capital, LLC
- (j) Cincinnati Bell, Inc.
- (k) Orchard Bank
- (l) Georgia Commerce Bank
- (m) Colonial Bank
- (n) Wells Fargo
- (o) JP Morgan Chase
- (p) Bank of America
- (q) Ledge, LLC

11. The Receiver received responses from the following entities stating that they did not have documents responsive to the subpoenas that the Receiver served upon them prior to the First Report:

- (a) Black Pearl Management, Inc.
- (b) Charleston Private Equity Fund, LLLP
- (c) Kingfield Trading Co., Inc.
- (d) St. Augustine Capital, LLLP
- (e) BellSouth Corporation

12. The Receiver has sent follow-up letters to the following entities or taken other steps in an attempt to obtain documents responsive to the subpoenas previously served upon the following:

- (a) Ledge, LLC
- (b) No Guilt Chocolate Co., Inc.
- (c) Riverview Partners, LLC
- (d) Rothenberg Group, Inc.
- (e) Santa Monica Capital, LLC
- (f) Waterways Management
- (g) Seven Star Wines of Moldova, Inc.
- (h) Wachovia Bank, N.A.

13. On July 20, 2006, the Receiver served Majestic Capital Management (“Majestic”) with a subpoena for documents. On August 7, 2006, Majestic objected to the Receiver’s Subpoena. The Receiver filed a motion on November 3, 2006 in the United State District Court for the District of New Jersey to compel the production of documents from Majestic.

14. Since the First Report, the Receiver has served the following additional subpoenas for the production of documents on the following entities and persons:

- (a) Mike Kelly
- (b) R. Drew Abbott
- (c) Charles Lewis Abbott
- (d) Sparrow Capital, LLC
- (e) Triangle Capital LLC
- (f) David Sayid
- (g) IRA Resources

- (h) Business Data Transfer Services
- (i) Georgia Department of Revenue, Motor Vehicles Division
- (j) American Airlines
- (k) World Airways
- (l) Korean Airlines
- (m) Japan Airlines
- (n) China Airlines
- (o) British Airlines
- (p) Delta Airlines
- (q) United Express
- (r) United Airlines
- (s) Continental Airlines
- (t) GEICO General Insurance Company
- (u) Allstate Insurance Company
- (v) The Travelers Indemnity Company of America
- (w) Florida Discount Securities, Inc.
- (x) Olympia Asset Management, Ltd.

15. The Receiver has received documents or information from the following individuals and entities:

- (a) R. Drew Abbott
- (b) Charles Lewis Abbott
- (c) Sparrow Capital LLC
- (d) Triangle Capital LLC
- (e) Mike Kelly
- (f) Business Data Transfer Services
- (g) Delta Airlines
- (h) United Airlines
- (i) Olympia Asset Management, Ltd.

16. The Receiver has received responses from the following entities stating that they did not have documents responsive to the subpoenas served upon them:

- (a) World Airways
- (b) British Airlines
- (c) China Airlines
- (d) United Express

17. The Receiver has been in contact with the Receivership Companies' prior counsel, David Sayid, with respect to the prior requests for information and the subpoena and Mr. Sayid has agreed to produce documents to the Receivership Companies during the week of November 20, 2006.

18. Further document subpoenas will be issued as the opportunities and needs arise.

B. Depositions and Written Discovery.

19. The Receiver had served interrogatories and requests for production of documents to Geoffrey A. Gish on July 24, 2006. Mr. Gish failed to respond to these requests within 30 days, as required. A final demand for responses to the discovery requests was served on Mr. Gish's counsel on October 30, 2006. Mr. Gish finally served responses to the written discovery on November 13, 2006, but provided no information, instead asserting his Fifth Amendment rights against self-incrimination. The written responses will be posted to the Receivership website.

20. On November 13, 2006 the Receiver took Geoffrey A. Gish's deposition. Other than stating his name, address and home telephone number and confirming that he had been interviewed by the SEC, Mr. Gish refused to answer any of the questions that the Receiver's and the SEC's counsel asked him by asserting his Fifth Amendment right against self-incrimination and refusing to testify. Mr. Gish refused to answer any questions about the location of the missing funds, the persons and entities to whom he had transferred them, any questions about Zahra Ghods and her whereabouts, questions about Rusa Cap and transfers of funds to San Marino, questions regarding guarantees and collateral for investor contracts, questions regarding what investors were told about the risks and safety of their investments, and questions about his own receipt of money from the Receivership Companies and his assets, among many other things. He stated that he would also invoke the Fifth Amendment to any other questions he was asked about the Receivership Companies. The transcript of the deposition will be posted to the Receivership website.

21. The SEC and the Receiver have been communicating with counsel for Zahra Ghods about resetting her deposition and, upon reaching an agreement as to the date and location, will serve a new Subpoena and Amended Notice of Deposition.

22. The Receiver has served a Notice of Deposition for the deposition of Myra Ettenborough on November 28, 2006 and Donovan E. Davidson on November 30, 2006.

C. Review and Analysis of Accounting Records.

23. As explained in the Receiver's First Report, in order to seek the recovery of investors' funds, obtain the maximum return to investors and ensure a fair administration of investor claims, the Receiver and his team are working to obtain the full picture of the amount of money that came into the Receivership Companies and from whom, and how much went out and to whom.

24. The Receiver's accountants have been intensely working on the review and analysis of the voluminous electronic accounting records from the Receivership Companies and banking records obtained from the financial institutions pursuant to subpoena. The accountants have used the information to analyze and determine the amount of money taken or used by Defendant Gish for his personal benefit. The accountants have also developed a list of entities and persons who placed funds with the Receivership Companies and a list of persons and entities who received transfers of funds from the Receivership Companies. The Receiver's accountants have also developed a list of all investors who received

returns in excess of their principal investments or received commissions or expense reimbursements.

25. The Receiver's accountants are also analyzing the deposits from investors and the payments to them, in conjunction with the information submitted by investors, to determine the amount of each individual investor's losses. Not all investors have submitted claim forms to date, so this analysis cannot be completed until the deadline for submitting claims (the "bar date") has passed.

D. Efforts to collect the Receivership Companies' Assets and Funds.

26. The Receiver made a demand for the return of \$423,956.84 due on loans and from other funds received by R. Drew Abbott and Charles Lewis Abbott on August 28, 2006 and a supplemental demand on October 16, 2006. The Abbotts' counsel has requested that the Receiver discuss a plan for repayment of the funds.

27. On August 28, 2006, the Receiver sent a demand letter to Seven Star Wines of Moldova, Inc. ("Seven Star") for return of funds due from promissory notes and other funds received. The Receiver has been informed that James M. Matthieson, an officer for Seven Star, is currently serving time in prison for theft by taking, and that the company is not operating.

28. Certain entities received money from the Receivership Companies to invest on behalf of the Receivership Companies, but in fact never invested those funds on behalf of the Receivership Companies. The Receiver made a formal pre-litigation demand for the return of those funds by letters to the following entities and persons:

- (a) Champion Partners Association and Steven P. Arena – \$283,300.00
- (b) Majestic Capital Management – \$1,055,000.00
- (c) No Guilt Chocolate, Inc. and Mark Goodley – \$226,200.00
- (d) Waterways Management – \$1,800,000.00
- (e) Zahra Ghods, Rusa Cap, Inc. and Unisource, LLC – \$10,200,736

29. The Receiver is in discussions with Mr. Arena, who acknowledges his indebtedness.

30. As mentioned in the First Report, the Receiver discovered that \$476,000 in Zamindari funds were seized by the State of Arizona from a Majestic Capital Management bank account. Those funds were forfeited because Mr. Gish failed to claim them after receiving notice from the State of Arizona on January 4, 2006. Upon finding the January 4, 2006 letter in Mr. Gish's desk, the Receiver called and corresponded with the State of Arizona to obtain return of the funds. On October 26, 2006, the Receiver was notified that the State of Arizona was now prepared to accept a formal written request from the Receiver to claim the funds, supported by proofs of the funds' transfer from Zamindari to Majestic Capital

Management. On October 30, 2006, the Receiver sent a letter to the State of Arizona formally requesting that the \$476,000 be transferred to the Receivership Companies and providing proof of the transfer of funds. The Receiver has received a positive, informal response from the Arizona Attorney General's office and is awaiting a formal action by the State of Arizona on the return of these funds.

31. The Receiver is pursuing the remaining approximately \$525,000 funds from Majestic Capital Management. Majestic Capital's principal, Karl Johnson has claimed that all the funds received from Zamindari were frozen and never spent, but the Receivers was unable to confirm that fact and Majestic Capital refused to produce documents in response to the Receiver's subpoena. As reported above, the Receiver has moved to compel Majestic Capital to comply with the subpoena.

32. On October 13, 2006, the Receiver filed his Motion to File Cross-Claim Against Geoffrey A. Gish seeking \$18 million and alleging claims for breach of fiduciary duty; misappropriation, conversion, and fraudulent transfers of assets; gross negligence; negligence; piercing the veils of limited liability; indemnification; punitive damages; and attorneys' fees and expenses. Because Mr. Gish did not file any objection to the motion, the Receiver has requested that the

Court enter the Order Granting Receiver's Motion to File Cross-Claim Against Geoffrey A. Gish.

33. Based upon information obtained from Mr. Gish and the Receiver's investigation of his assets, it does not appear that Mr. Gish is able to pay the full amount of the claims asserted against him. As explained in the Receiver's First Report, the Receiver discovered that a claimant unrelated to the Receivership Companies recovered a default judgment against Mr. Gish on November 7, 2005 in the amount of \$925,000.00. This judgment represents a lien on certain of Mr. Gish's assets that could have priority over claims asserted by the Receiver or investors. As such, the Receiver is working with the judgment creditor to reach an agreement to work together to collect Mr. Gish's assets and divide the proceeds from the sale of such assets, which include several automobiles and at least one significant piece of real property. Such an agreement will allow the Receivership Companies to collect assets from Mr. Gish that would otherwise be impossible to collect because of the prior judgment.

34. On June 2, 2006, the Receiver made demand on Mr. Gish to turn over all property belonging to the Receivership Estate. Weston Rutledge records reveal that many of the automobiles that are titled in Mr. Gish's name were paid for by the Receivership Companies. The Receiver has subpoenaed records from the

Georgia Department of Revenue, Motor Vehicles Division, for all automobiles registered in the names of Geoffrey A. Gish, the Receivership Companies, or Charleston Private Equity Fund, LLLP. Once the records are received, the Receiver plans to obtain and sell any cars titled in Mr. Gish's name or which otherwise belong to the Receivership Companies.

35. As Mr. Gish has reportedly informed investors, the SEC and Mr. Gish have been discussing settlement of the SEC's claims against him. Any settlement reached with Mr. Gish would have to be formally approved by the Commission in Washington, D.C. and investors should look to the SEC for information on whether and when such a settlement is reached. While the Receiver has been cooperating in the discussions, any settlement with the SEC is expected to affect only a small portion of the Receiver's claims against Mr. Gish.

36. The Receiver and his accountants have had to devote considerable amounts of time and effort to determine the extent of the Receivership Companies' ownership rights and claims to the \$1,265,000 in funds currently frozen in a Wachovia Bank account in the name of Santa Monica Capital, LLC ("Santa Monica") and to determine the rightful owners of those funds. Santa Monica was organized to permit investors to participate, first in Riverview Capital LLC ("Riverview") and then in Ledge LLC ("Ledge"), investment ventures being

organized and pursued by persons who had invested in the Receivership Companies or were otherwise associated with Mr. Gish. Zamindari advanced funds to Riverview on behalf of Santa Monica. Inadequate accounting records and numerous poorly documented bank transfers among Zamindari, Riverview and Santa Monica has made it very difficult to determine the extent to which Zamindari's advances were repaid. It appears that the Receivership Companies are entitled, at a minimum, to approximately \$300,000 of the frozen Santa Monica funds. The Receiver also continues to determine whether any of the rest of the funds that Ledge held at the time that the SEC filed suit, but were paid out to Ledge members, in fact, may rightfully belong to the Receivership Companies.

37. The Receiver continues to investigate and assess potential claims against persons who received compensation for soliciting investors, as well as potential claims against other persons who profited at the expense of investors who have suffered loss. On November 3, 2006 and November 14, 2006, the Receiver made demands for the return of funds from 11 investors who received over \$660,000 in funds from the Receivership Companies in excess of their principal investments, as well as persons who received over \$580,000 in commission payments for selling Receivership Company investments. On the completion of accounting analysis of other profiting investors, the Receiver expects to issue

demands on approximately 12 additional investors for amounts totaling over \$100,000.

38. In addition the foregoing, the Receiver and his counsel and accountants are engaged in other investigation and recovery efforts on which it would be premature to report or where public disclosure of the efforts would potentially adversely impact the prospects of success.

E. Liquidation of Office Furniture and Equipment.

39. The Receiver has terminated the leases and vacated the Receivership Companies' offices in Roswell, Georgia and Denton, Texas. These actions are saving the Receivership Companies approximately \$4,084.89 per month in rent and utilities.

40. On August 25, 2006, the Receiver received permission from the Court to sell the Receivership Companies' office furniture and equipment. The Court's order permitted the Receiver to sell the property at two-thirds (66 2/3%) of appraised value. To save expense, the Receiver requested that the Court relieve him from the statutory requirement of obtaining valuations from three appraisers. The Receiver obtained appraisals from the nationally-established firm of DoveBid Valuation Services ("DoveBid"). DoveBid valued the property on three bases – fair market value, orderly liquidation value and forced liquidation value. DoveBid

found aggregate values of \$25,765.00, \$16,459.00 and \$12,615.00, respectively. Beginning on approximately August 25, 2006, the property was advertised for sale in the Atlanta Journal and Constitution, as well as by posting notice on the Receiver's website. Until approximately September 12, 2006, the items were shown in place at the Woodstock Road office, and prospective new tenants for the space were also given the opportunity to bid on the goods. The Receiver sold as much as possible before having to move and store the items on September 13, 2006. The computer equipment was sold without hard drives, which had to be removed and retained as evidence. The sale was conducted through an open bidding process that required the submission of written bids. Bidders were given the opportunity to rebid against each other and the goods were sold to the highest bidder. Where there was a single bidder, Counsel for the Receiver negotiated on the price. Between late August and October, the Receiver sold office furniture, furnishings and equipment for a total of \$12,088.08. Some 33 items of furniture, furnishings, and equipment, appraising for approximately \$2,260 in total, remain unsold. To avoid storage costs and facilitate the sale, the Receiver is using empty offices at Powell Goldstein LLP in which to store the remaining items at no cost to the Receivership. Counsel for the Receiver continues to meet with potential buyers

for the remaining items, but does not expect to that they will generate a significant amount of funds.

F. Receivership Expenses.

41. At the time of the First Receiver's Report, the total bills that the Receiver had paid was \$15,005.49. Since the time of the First Report, the Receiver has paid an additional \$1,639.77 in bills for the Receivership Companies, this includes final utility bills and rent on the Woodstock Road office. In addition, the Receiver paid \$3,315.66 for costs of obtaining an appraisal of the office furnishings and equipment and moving all the records and the remaining, unsold furniture and equipment out of the Weston Rutledge offices.

42. The Receiver's website was developed with the assistance of Powell Goldstein information technology support staff at no expense to the Receivership Estate and is hosted gratis on a Powell Goldstein server. The cost of preparing and uploading website content is included in the fees of the Receiver and Powell Goldstein LLP, his Counsel.

43. The Receivership Orders provide that all compensation of the Receiver and professionals providing services to the Receivership Estate is subject to court approval. The Receiver has engaged the services of legal, forensic accounting, forensic computer and appraisal services. The only professional fees

that have been paid to date are the fees of the appraiser. The Receiver intends to file a fee petition before the end of November 2006, seeking court approval for payment for other professional services received from May 2006 through August 2006. The fee petition will be posted to the Receivership Website. It will contain additional information regarding the activities of Receiver, his counsel Powell Goldstein LLP, his accountants GlassRatner Advisory & Capital Group, LLC, and his forensic computer consultants Porter Keadle Moore, LLP, together with detailed breakdown of the fees to be paid and expenses to be reimbursed.

G. Investor and Creditor Communications and Claims.

44. During the week of August 28, 2006, the Receiver mailed an investor notice and claim form to all known investors.

45. The Receiver has received 249 completed claim forms from investors to date.

46. On October 31, 2006, the Receiver filed a motion for establishment of a deadline (“bar date”) of December 31, 2006 for the filing of investor claims against the Receivership Estate. The importance of the bar date is that distributions cannot be made until investors submit their claims and the claims have been examined and their validity has been confirmed, so that the number and amount of investor claims can be known. Receivership distributions are made on a

pro rata basis to investors with legitimate claims, with each investor obtaining the same percentage distribution on their claims. This case is complicated by the facts (a) that there are three receivership companies that held investor funds, each with its own investors, some of whom invested in more than one company, (b) there were transfers of funds between the companies, and some investors also transferred accounts from one company to another, and (c) each company ended up with different amounts of funds in its bank accounts. The Receivership Companies have not yet been consolidated, but this issue will also have to be addressed before the Receiver can formulate a plan of distribution. The proposed plan for distribution will be submitted to the Court for approval.

47. Upon the Court's approval of a bar date, the Receiver will send notice of the bar date to all known investors.

48. In addition, the Receiver will send a creditor notice and claim form to all creditors upon the Court's approval of a bar date.

49. The Receiver continues to receive daily telephone calls from investors and creditors and he and his Counsel have personally spoken with or corresponded by email to these investors and creditors, several on multiple occasions, since the First Report.

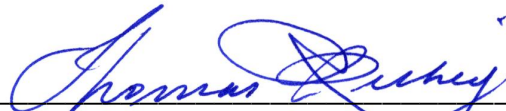
50. The Receiver updates the Receivership website at www.westonrutledge receiverships.com with all court filings and other information relevant to the investors.

CONCLUSION

51. All information stated above is based on the knowledge of the Receiver at this point in time and later developments and discoveries may cause the information reported herein to be outdated or incorrect.

52. The Receiver will continue to provide the Court with updates on developments and findings affecting the Receivership Companies.

Respectfully submitted, this 20th day of November, 2006.



Thomas S. Richey,
as Receiver for Weston Rutledge Financial
Services, Inc.; Zamindari Capital, LLC;
Lexington International Fund, LLC, a/k/a
Lexington International Fund, Inc.; and
Oxford Adams Capital, LLC

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Defendants.)	

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing NOTICE OF FILING AND RECEIVER’S SECOND REPORT REGARDING RECEIVER’S ACTIVITIES AND STATUS OF THE RECEIVERSHIP ESTATE with the Clerk of Court using the CM/ECF system which will automatically send email notification of such filing to the attorneys of record.

This 20th day of November 2006.

/s/ Stacey Godfrey Evans
Stacey Godfrey Evans