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**ORIGINAL**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

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 )

Plaintiff,

v.

SUNDAR RAJAN, JIMMY SWEET, )  
PATRICK TALBOT, ANNA TULLOS, )  
CHERI TULLOS, HENRY WIEBE, )  
THOMAS WOODCOCK, JOBETH ZUBKOFF, )

Defendants.

CIVIL ACTION FILE  
NO. \_\_\_\_\_

**1-09-CV-2176**

COMPLAINT

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. ("Lexington"), and Oxford Adams Capital, LLC ("Oxford Adams") (collectively the "Receivership Companies") (the "Receiver"), files this Complaint against the Defendants to recover funds that the Defendants received from the Receivership

Companies showing the Court as follows:

BACKGROUND

1. On May 17, 2006, the Securities and Exchange Commission (“SEC”) filed suit in the United States District Court for the Northern District of Georgia, Securities and Exchange Commission v. Gish, et al., Civil Action File No. 1:06-CV-1171-CC (the “SEC Litigation”), seeking injunctive and monetary relief against Geoffrey A. Gish (“Gish”) and also seeking the appointment of a receiver for the Receivership Companies.
2. The SEC alleged that from February 2004 through May 2006, Gish and the Receivership Companies that he controlled fraudulently sold unregistered securities to investors operating the investment programs he offered as a Ponzi scheme, paying existing investors with funds received from new investors. The SEC alleged that Gish commingled funds amongst the Receivership Companies and that Gish and the Receivership Companies made numerous false statements regarding the use of the investment funds, the historical rates of return of the investments, and the risk to the investors. The investment programs were alleged by the SEC to have been fictitious “prime bank” schemes supposedly permitting investors to invest in a non-existent market in trading notes issued by large European banks. The SEC

alleged that Gish induced investors to invest by use of offering materials that falsely stated that each program had historically generated returns ranging between 44% to over 100% per year and that Gish sent false account statements to investors, misrepresenting that their investments were generating interest income and had appreciated substantially. In fact, the investment programs were not only entirely unprofitable, but returned little, if any, of the principal "invested."

3. On May 17, 2006, the Court entered an order granting a temporary restraining order and asset freeze against Gish and the Receivership Companies and appointing Thomas S. Richey as Receiver of the Receivership Companies. (A true and correct copy of the May 17, 2006 Order is attached hereto as Exhibit A).
4. On June 30, 2006, the SEC and Gish agreed to, and the Court entered, a consent preliminary injunction order enjoining Gish from violations of the federal securities laws, continuing the asset freeze, and confirming the receivership appointment. (A true and correct copy of the June 30, 2006 Order is attached hereto as Exhibit B).
5. Thereafter, Gish entered into a settlement with the SEC in which he neither admitted nor denied the allegations against him, but agreed to pay a civil

fine of \$120,000 and disgorgement to the Receivership Estate of \$1,258,836.92, together with \$41,276.81 in prejudgment interest.

6. On June 15, 2007, a final consent judgment was entered against Gish in the SEC Litigation, pursuant to Gish's settlement with the SEC. The judgment also permanently enjoins Gish from future violations of the antifraud provisions of the Securities Exchange Act of 1934 and the Investment Advisers Act of 1940.
7. The appointment of Thomas S. Richey as Receiver of the Receivership Companies was re-affirmed by the U.S. District Court on April 16, 2007 (the "Reappointment Order"). (A true and correct copy of the Reappointment Order is attached hereto as Exhibit C).
8. Pursuant to the Receivership Orders, the Receiver has the duty to take custody, control, and possession of all property belonging to the Receivership Companies, including money, in whatever form, and has the right, power, and authority to assert these claims.

#### JURISDICTION AND VENUE

9. This action is ancillary to the Receivership. Accordingly, this Court has jurisdiction over the Defendants and the subject matter of this action. In re Alpha Telcom, Inc., 2004 WL 3142555 (D. Or. August 18, 2004); Quilling

v. Grand Street Trust, et al., 2005 WL 1983879 (W.D.N.C. August 12, 2005).

10. In addition, this action arises from and is directly related to the SEC Litigation, which provides for nationwide service of process under federal securities laws. 15 U.S.C. § 77v(a); 15 U.S.C. § 78aa.
11. The Receiver has claims against investors who received funds from the Receivership Companies in excess of the amount of money they invested with the Receivership Companies and profited thereby from the Ponzi scheme (referred to herein as “Profiting Investors”). The Defendants are such Profiting Investors.
12. Defendant Sundar Rajan is an individual residing in California.
13. Defendant Jimmy Sweet is an individual residing in Texas.
14. Defendant Patrick Talbot is an individual residing in Florida.
15. Defendant Anna Tullos is an individual residing in Texas.
16. Defendant Cheri Tullos is an individual residing in Texas.
17. Defendant Henry Wiebe is an individual residing in California.
18. Defendant Tom Woodcock is an individual residing in Texas.
19. Defendant JoBeth Zubkoff is an individual residing in South Carolina.
20. Defendants are in possession of money that rightfully belongs to the

Receivership Estate.

21. Defendants invested and transacted business with the Georgia Receivership Companies and accepted and retained funds paid from the Receivership Companies' Georgia bank accounts.
22. The Receiver is permitted to sue the Defendants in this Court for two reasons: (a) under O.C.G.A. § 9-10-91 this Court has long-arm jurisdiction over Defendants due to the Defendants' contacts with Georgia and Defendants dealings with the Receivership Companies and (b) the Receiver may sue Defendants in this Court by filing the Reappointment Order in the jurisdiction where each of the Defendants reside pursuant to 28 U.S.C. §§ 1692 and 754. The Receiver has done so.
23. Jurisdiction and venue are appropriate in this Court as to each of the Defendants pursuant to 28 U.S.C. § 1692 and 28 U.S.C. § 754 and the Georgia long-arm statute, O.C.G.A. § 9-10-91.

#### STATEMENT OF FACTS

A. The Ponzi scheme.

24. Gish and others, acting on behalf of the Receivership Companies, offered and sold at least \$29 million of securities to more than 300 individuals many, if not all of whom, thought they were putting money into actual and

legitimate investments (hereinafter referred to as the “investors”).

25. Gish also falsely promised that the investment offerings would produce monthly returns in amounts that he had no means of achieving, which he represented would come from investment activity that he never conducted, and which were not available from any legitimate source or investment.
26. Despite the promises for high monthly returns, the supposed “investments” made by Gish with funds that the Receivership Companies received from investors returned almost no money to the Receivership Companies or to investors either as earnings or as a return of principal. Gish, however, caused the Receivership Companies to render statements of account to investors falsely showing earnings and growth in their investments.
27. Gish conducted a Ponzi or pyramid scheme, in which the Receivership Companies were insolvent from inception, were never able to repay all investors’ funds as promised, were not earning anything on the investment activity that Gish supposedly conducted, but were instead dissipated in improvident transactions, used to fund Gish’s own compensation, pay commissions, pay the Receivership Companies’ operating expenses, and pay the withdrawal demands of the Defendants and other investors, so that Gish had to constantly raise more funds from new investors to pay earlier

investors who were requesting to withdraw their supposed profits and their principal funds.

28. Gish, acting on behalf of the Receivership Companies, returned only approximately \$11.6 million to the investors out of the nearly \$30 million they invested with the Receivership Companies. The \$11.6 million returned to investors did not come from return on their investments, but instead came from the commingled funds that the Receivership Companies obtained from subsequent investors.
  29. When the Receiver took over the Receivership Companies, the Receivership Companies' twenty-seven bank accounts contained only \$1,039,144.43 of the almost \$30 million received from investors.
- B. Loss to investors.
30. At least \$18 million of investor funds are missing as a result of Gish's wrongdoing.
  31. Most investors who invested funds with the Receivership Companies received no payments from the Receivership Companies and lost all or nearly all of their principal investment. Investors have sustained significant losses and there are a total of \$18 million in losses to investors.

32. However, the Defendants in this lawsuit and other Profiting Investors received more from the Receivership Companies than they originally deposited.
33. The money that the Profiting Investors, including the Defendants, received were paid from funds collected from other investors rather than from any legitimate earnings on any investment of their funds.
34. Thus, any funds that the Profiting Investors received over and above their original investments were actually paid from the principal deposited by other investors and thus were paid to the Profiting Investors at the expense of other investors and caused and contributed to and directly increased the significant losses that other investors incurred. The Profiting Investors, including the Defendants, are not entitled to retain the payments that they received above their principal investment. The Defendants are indebted to the Receiver for the amount of their profits and in equity and good conscience are required to return those funds to the Receivership Estate.
35. The Receiver has demanded that the Defendants return their profits so that they could help reduce the loss to other investors. The Defendants have failed to comply with the Receiver's demands.

C. Defendant Sundar Rajan's deposits and receipts.

36. Defendant Sundar Rajan invested a total of \$355,000.00 with the Receivership Companies and received a total of \$422,326.00 from the Receivership Companies as an alleged return on his investment.
37. Defendant Rajan received \$67,326.00 more from the Receivership Companies than he invested in the Receivership Companies.
38. Defendant Rajan's transactions are as follows:

*Deposits:*

- a. Defendant Rajan deposited \$20,000.00 to Zamindari on or about March 2, 2005.
- b. Defendant Rajan deposited \$20,000.00 to Zamindari on or about April 5, 2005.
- c. Defendant Rajan deposited \$10,000.00 to Zamindari on or about April 5, 2005.
- d. Defendant Rajan deposited \$25,000.00 to Zamindari on or about April 13, 2005.
- e. Defendant Rajan deposited \$40,000.00 to Zamindari on or about May 26, 2005.

- f. Defendant Rajan deposited \$25,000.00 to Zamindari on or about May 31, 2005.
- g. Defendant Rajan deposited \$15,000.00 to Zamindari on or about June 2, 2005.
- h. Defendant Rajan deposited \$20,000.00 to Lexington on or about June 16, 2005.
- i. Defendant Rajan deposited \$60,000.00 to Zamindari on or about August 16, 2005.
- j. Defendant Rajan deposited \$40,000.00 to Zamindari on or about September 23, 2005.
- k. Defendant Rajan deposited \$26,000.00 to Zamindari on or about September 23, 2005.
- l. Defendant Rajan deposited \$25,000.00 to Zamindari on or about December 1, 2005.
- m. Defendant Rajan deposited \$4,000.00 to Zamindari on or about March 21, 2006.
- n. Defendant Rajan deposited \$20,000.00 to Zamindari on or about April 11, 2006.

- o. Defendant Rajan deposited \$2,000.00 to Zamindari on or about May 2, 2006.
- p. Defendant Rajan deposited \$3,000.00 to Zamindari on or about May 3, 2006.

*Receipts:*

- a. Defendant Rajan received \$28,400.00 from Zamindari on or about May 6, 2005.
- b. Defendant Rajan received \$98,000.00 from Zamindari on or about July 5, 2005.
- c. Defendant Rajan received \$2,400.00 from Lexington on or about August 31, 2005.
- d. Defendant Rajan received \$44,095.00 from Zamindari on or about September 9, 2005.
- e. Defendant Rajan received \$1,200.00 from Lexington on or about October 3, 2005.
- f. Defendant Rajan received \$70,200.00 from Zamindari on or about October 3, 2005.
- g. Defendant Rajan received \$1,200.00 from Lexington on or about October 28, 2005.

- h. Defendant Rajan received \$21,200.00 from Lexington on or about December 1, 2005.
- i. Defendant Rajan received \$44,500.00 from Zamindari on or about December 14, 2005.
- j. Defendant Rajan received \$52,140.00 from Zamindari on or about March 10, 2006.
- k. Defendant Rajan received \$58,391.00 from Zamindari on or about March 10, 2006.
- l. Defendant Rajan received \$600.00 from Zamindari on or about April 4, 2006.

D. Defendant Jimmy Sweet's deposits and receipts.

- 39. Defendant Jimmy Sweet invested a total of \$39,300.00 with the Receivership Companies and received a total of \$69,857.90 from the Receivership Companies as an alleged return on his investment.
- 40. Defendant Sweet received \$30,557.90 more from the Receivership Companies than he invested in the Receivership Companies.
- 41. Defendant Sweet's transactions are as follows:

*Deposits:*

- a. Defendant Sweet deposited \$10,000.00 to Lexington on or about August 31, 2004.
- b. Defendant Sweet deposited 5,500.00 to Weston Rutledge on or about June 3, 2005.
- c. Defendant Sweet deposited \$5,500.00 to Zamindari on or about June 7, 2005.
- d. Defendant Sweet deposited \$8,300.00 to Zamindari on or about August 29, 2005.
- e. Defendant Sweet deposited \$10,000.00 to Zamindari on or about September 23, 2005.

*Receipts:*

- a. Defendant Sweet received \$100.00 from Lexington on or about July 12, 2004.
- b. Defendant Sweet received \$100.00 from Lexington on or about August 16, 2004.
- c. Defendant Sweet received \$100.00 from Lexington on or about September 7, 2004.
- d. Defendant Sweet received \$450.00 from Lexington on or about October 6, 2004.

- e. Defendant Sweet received \$350.00 from Lexington on or about November 3, 2004.
- f. Defendant Sweet received \$250.00 from Lexington on or about December 7, 2004.
- g. Defendant Sweet received \$300.00 from Zamindari on or about February 19, 2005.
- h. Defendant Sweet received \$5,500.00 from Weston Rutledge on or about June 3, 2005.
- i. Defendant Sweet received \$19,872.46 from Zamindari on or about June 9, 2005.
- j. Defendant Sweet received \$6,737.50 from Zamindari on or about July 6, 2005.
- k. Defendant Sweet received \$300.00 from Zamindari on or about July 7, 2005.
- l. Defendant Sweet received \$900.00 from Zamindari on or about September 28, 2005.
- m. Defendant Sweet received \$12,250.00 from Zamindari on or about December 7, 2005.

- n. Defendant Sweet received \$900.00 from Zamindari on or about February 9, 2006.
- o. Defendant Sweet received \$6,448.00 from Zamindari on or about March 21, 2006.
- p. Defendant Sweet received \$14,190.51 from Zamindari on or about March 21, 2006.
- q. Defendant Sweet received \$1,109.43 from Zamindari on or about March 23, 2006.

E. Defendant Patrick Talbot's deposits and receipts.

- 42. Defendant Patrick Talbot invested a total of \$142,800.00 with the Receivership Companies and received a total of \$165,654.64 from the Receivership Companies as an alleged return on his investment.
- 43. Defendant Talbot received \$22,854.64 more from the Receivership Companies than he invested in the Receivership Companies.
- 44. Defendant Talbot's transactions are as follows:

*Deposits:*

- a. Defendant Talbot deposited \$17,800.00 to Lexington on or about February 27, 2004.

- b. Defendant Talbot deposited \$30,000.00 to Lexington on or about May 24, 2004.
- c. Defendant Talbot deposited \$20,000.00 to Oxford Adams on or about June 16, 2004.
- d. Defendant Talbot deposited \$25,000.00 to Zamindari on or about September 13, 2004.
- e. Defendant Talbot deposited \$25,000.00 to Zamindari on or about March 30, 2005.
- f. Defendant Talbot deposited \$25,000.00 to Zamindari on or about August 16, 2005.

*Receipts:*

- a. Defendant Talbot received \$1,800.00 from Lexington on or about May 18, 2004.
- b. Defendant Talbot received \$1,200.00 from Lexington on or about May 21, 2004.
- c. Defendant Talbot received \$2,600.00 from Lexington on or about June 18, 2004.
- d. Defendant Talbot received \$4,000.00 from Lexington on or about July 30, 2004.

- e. Defendant Talbot received \$4,000.00 from Lexington on or about August 23, 2004.
- f. Defendant Talbot received \$2,064.64 from Oxford Adams on or about September 21, 2004.
- g. Defendant Talbot received \$4,000.00 from Lexington on or about October 4, 2004.
- h. Defendant Talbot received \$1,632.00 from Oxford Adams on or about October 14, 2004.
- i. Defendant Talbot received \$4,000.00 from Lexington on or about November 1, 2004.
- j. Defendant Talbot received \$800.00 from Oxford Adams on or about November 22, 2004.
- k. Defendant Talbot received \$800.00 from Oxford Adams on or about November 22, 2004.
- l. Defendant Talbot received \$4,000.00 from Lexington on or about November 24, 2004.
- m. Defendant Talbot received \$1,008.00 from Oxford Adams on or about December 10, 2004.

- n. Defendant Talbot received \$4,000.00 from Oxford Adams on or about December 28, 2004.
- o. Defendant Talbot received \$800.00 from Oxford Adams on or about January 7, 2005.
- p. Defendant Talbot received \$2,000.00 from Lexington on or about January 27, 2005.
- q. Defendant Talbot received \$800.00 from Oxford Adams on or about February 5, 2005.
- r. Defendant Talbot received \$4,000.00 from Lexington on or about March 8, 2005.
- s. Defendant Talbot received \$4,000.00 from Lexington on or about March 24, 2005.
- t. Defendant Talbot received \$800.00 from Oxford Adams on or about March 30, 2005.
- u. Defendant Talbot received \$4,000.00 from Lexington on or about April 29, 2005.
- v. Defendant Talbot received \$35,500.00 from Zamindari on or about May 6, 2005.

- w. Defendant Talbot received \$800.00 from Oxford Adams on or about May 9, 2005.
- x. Defendant Talbot received \$4,000.00 from Lexington on or about May 26, 2005.
- y. Defendant Talbot received \$800.00 from Oxford Adams on or about June 15, 2005.
- z. Defendant Talbot received \$4,000.00 from Lexington on or about June 22, 2005.
- aa. Defendant Talbot received \$800.00 from Oxford Adams on or about July 7, 2005.
- bb. Defendant Talbot received \$4,000.00 from Lexington on or about July 27, 2005.
- cc. Defendant Talbot received \$800.00 from Oxford Adams on or about July 31, 2005.
- dd. Defendant Talbot received \$4,000.00 from Lexington on or about August 30, 2005.
- ee. Defendant Talbot received \$800.00 from Oxford Adams on or about September 5, 2005.

- ff. Defendant Talbot received \$4,000.00 from Lexington on or about September 26, 2005.
- gg. Defendant Talbot received \$5,750.00 from Zamindari on or about October 3, 2005.
- hh. Defendant Talbot received \$5,375.00 from Lexington on or about October 21, 2005.
- ii. Defendant Talbot received \$800.00 from Oxford Adams on or about October 21, 2005.
- jj. Defendant Talbot received \$6,750.00 from Lexington on or about November 25, 2005.
- kk. Defendant Talbot received \$800.00 from Oxford Adams on or about November 29, 2005.
- ll. Defendant Talbot received \$800.00 from Oxford Adams on or about December 23, 2005.
- mm. Defendant Talbot received \$6,750.00 from Lexington on or about December 28, 2005.
- nn. Defendant Talbot received \$3,375.00 from Lexington on or about February 1, 2006.

- oo. Defendant Talbot received \$800.00 from Oxford Adams on or about February 10, 2006.
- pp. Defendant Talbot received \$800.00 from Oxford Adams on or about February 10, 2006.
- qq. Defendant Talbot received \$6,750.00 from Lexington on or about March 8, 2006.
- rr. Defendant Talbot received \$800.00 from Oxford Adams on or about March 20, 2006.
- ss. Defendant Talbot received \$6,750.00 from Lexington on or about March 30, 2006.
- tt. Defendant Talbot received \$800.00 from Oxford Adams on or about April 1, 2006.
- uu. Defendant Talbot received \$6,750.00 from Lexington on or about April 27, 2006.

F. Defendant Anna Tullos' deposits and receipts.

- 45. Defendant Anna Tullos invested a total of \$74,000.00 with the Receivership Companies and received a total of \$82,040.00 from the Receivership Companies as an alleged return on her investment.

46. Defendant Anna Tullos received \$8,040.00 more from the Receivership Companies than she invested in the Receivership Companies.
47. Defendant Anna Tullos' transactions are as follows:

*Deposits:*

- a. Defendant Anna Tullos deposited \$20,000.00 to Lexington on or about August 20, 2004.
- b. Defendant Anna Tullos deposited \$15,000.00 to Lexington on or about September 27, 2004.
- c. Defendant Anna Tullos deposited \$15,000.00 to Lexington on or about September 27, 2004.
- d. Defendant Anna Tullos deposited \$12,000.00 to Zamindari on or about March 31, 2005.
- e. Defendant Anna Tullos deposited \$12,000.00 to Zamindari on or about September 23, 2005.

*Receipts:*

- a. Defendant Anna Tullos received \$7,040.00 from Zamindari on or about May 10, 2005.
- b. Defendant Anna Tullos received \$25,000.00 from Zamindari on or about September 2, 2005.

- c. Defendant Anna Tullos received \$25,000.00 from Zamindari on or about December 16, 2005.
- d. Defendant Anna Tullos received \$25,000.00 from Zamindari on or about March 10, 2006.

G. Defendant Cheri Tullos' deposits and receipts.

- 48. Defendant Cheri Tullos invested no money with the Receivership Companies, but received a total of \$35,300.00 from the Receivership Companies as an alleged return on her sister Anna Tullos' investment.
- 49. Defendant Cheri Tullos received \$35,300.00 more from the Receivership Companies than she or her sister invested in the Receivership Companies.
- 50. Defendant Cheri Tullos' transactions are as follows:

*Receipts:*

- a. Defendant Cheri Tullos received \$300.00 from Zamindari on or about September 28, 2005.
- b. Defendant Cheri Tullos received \$20,000.00 from Zamindari on or about December 16, 2005.
- c. Defendant Cheri Tullos received \$15,000.00 from Zamindari on or about March 10, 2006.

H. Defendant Henry Wiebe's deposits and receipts.

51. Defendant Henry Wiebe invested a total of \$172,600.00 with the Receivership Companies and received a total of \$205,217.96 from the Receivership Companies as an alleged return on his investment.

52. Defendant Wiebe received \$32,617.96 more from the Receivership Companies than he invested in the Receivership Companies.

53. Defendant Wiebe's transactions are as follows:

*Deposits:*

- a. Defendant Wiebe deposited \$10,000.00 to Lexington on or about April 2, 2004.
- b. Defendant Wiebe deposited \$5,000.00 to Lexington on or about April 21, 2004.
- c. Defendant Wiebe deposited \$5,000.00 to Lexington on or about April 21, 2004.
- d. Defendant Wiebe deposited \$45,000.00 to Lexington on or about May 17, 2004.
- e. Defendant Wiebe deposited \$8,600.00 to Lexington on or about May 25, 2004.

- f. Defendant Wiebe deposited \$11,000.00 to Lexington on or about June 10, 2004.
- g. Defendant Wiebe deposited \$5,000.00 to Lexington on or about June 16, 2004.
- h. Defendant Wiebe deposited \$5,000.00 to Lexington on or about October 14, 2004.
- i. Defendant Wiebe deposited \$4,000.00 to Lexington on or about October 29, 2004.
- j. Defendant Wiebe deposited \$13,000.00 to Lexington on or about November 2, 2004.
- k. Defendant Wiebe deposited \$3,000.00 to Lexington on or about December 1, 2004.
- l. Defendant Wiebe deposited \$8,000.00 to Lexington on or about June 15, 2005.
- m. Defendant Wiebe deposited \$11,000.00 to Zamindari on or about August 12, 2005.
- n. Defendant Wiebe deposited \$12,000.00 to Zamindari on or about September 16, 2005.

- o. Defendant Wiebe deposited \$14,600.00 to Zamindari on or about September 23, 2005.
- p. Defendant Wiebe deposited \$7,400.00 to Zamindari on or about September 23, 2005.
- q. Defendant Wiebe deposited \$5,000.00 to Zamindari on or about September 23, 2005.

*Receipts:*

- a. Defendant Wiebe received \$8,637.12 from Lexington on or about August 9, 2004.
- b. Defendant Wiebe received \$479.04 from Lexington on or about August 16, 2004.
- c. Defendant Wiebe received \$6,000.00 from Lexington on or about August 23, 2004.
- d. Defendant Wiebe received \$100.00 from Lexington on or about October 4, 2004.
- e. Defendant Wiebe received \$6.00 from Lexington on or about November 3, 2004.
- f. Defendant Wiebe received \$100.00 from Lexington on or about November 3, 2004.

- g. Defendant Wiebe received \$100.00 from Lexington on or about December 8, 2004.
- h. Defendant Wiebe received \$3,000.00 from Lexington on or about January 3, 2005.
- i. Defendant Wiebe received \$2,000.00 from Lexington on or about January 31, 2005.
- j. Defendant Wiebe received \$300.00 from Zamindari on or about February 19, 2005.
- k. Defendant Wiebe received \$1,000.00 from Lexington on or about March 3, 2005.
- l. Defendant Wiebe received \$7,174.58 from Zamindari on or about April 29, 2005.
- m. Defendant Wiebe received \$20,000.00 from Zamindari on or about May 16, 2005.
- n. Defendant Wiebe received \$13,091.68 from Lexington on or about July 15, 2005.
- o. Defendant Wiebe received \$1,200.00 from Lexington on or about August 29, 2005.

- p. Defendant Wiebe received \$57,000.00 from Zamindari on or about September 9, 2005.
  - q. Defendant Wiebe received \$11,200.00 from Lexington on or about October 18, 2005.
  - r. Defendant Wiebe received \$400.00 from Lexington on or about November 30, 2005.
  - s. Defendant Wiebe received \$50,000.00 from Zamindari on or about December 20, 2005.
  - t. Defendant Wiebe received \$400.00 from Lexington on or about December 30, 2005.
  - u. Defendant Wiebe received \$300.00 from Zamindari on or about April 4, 2006.
  - v. Defendant Wiebe received \$20,000.00 from Zamindari on or about April 6, 2006.
  - w. Defendant Wiebe received \$2,729.54 from Lexington on or about April 28, 2006.
- I. Additional funds transferred to Santa Monica on behalf of Defendant Henry Wiebe.
54. Defendant Wiebe also invested \$50,000.00 in Santa Monica Capital, LLC (“Santa Monica”).

55. The \$50,000.00 in funds invested by Defendant Wiebe originated from alleged earnings in his Zamindari account and were transferred to Santa Monica after two intermediate transfers. First the funds were advanced by Zamindari to Riverview Partners, LLC on Defendant Wiebe's behalf, then those funds were transferred to Ledge, LLC, and then finally to Santa Monica.
56. As set forth above, none of the investments or ventures that the Receivership Companies engaged in with investors' funds were profitable, and none of the \$32,617.96 that Defendant Wiebe received in cash from the Receivership Companies or the \$50,000.00 advanced for his investment in Santa Monica consisted of earnings on any investment.
57. To the contrary, the Receivership Companies were insolvent, were operated as a Ponzi scheme, and the amount Defendant Wiebe received in excess of the principal amount of his investment was funded with money that the Receivership Companies received from other investors.
58. The Santa Monica funds were frozen by this Court along with the other assets that were controlled by the Receivership Companies.
59. On February 21, 2007, with the consent of the Santa Monica investors and the Receiver, the Court entered an order concerning the disposition of the

Santa Monica funds. (A true and correct copy of the February 21, 2007 Order is attached hereto as Exhibit D).

60. Pursuant to the Court's February 21, 2007 Order, \$50,000.00 of the Santa Monica funds attributable to Defendant Wiebe's interest in Santa Monica have remained frozen pending resolution of the Receiver's claims against Defendant Wiebe.
61. The \$50,000.00 that was advanced on behalf of Defendant Wiebe from Zamindari to Santa Monica did not consist of actual earnings on Defendant Wiebe's investment, but rather consisted of funds of other investors.
62. Accordingly, the \$50,000.00 that currently remains frozen on behalf of Defendant Wiebe in Santa Monica's bank account at Wachovia Bank, N.A. should be released to the Receivership Companies.
- J. Defendant Thomas Woodcock deposits and receipts.
63. Defendant Thomas Woodcock invested a total of \$5,000.00 with the Receivership Companies and received a total of \$19,039.28 from the Receivership Companies as an alleged return on his investment.
64. Defendant Woodcock received \$14,039.28 more from the Receivership Companies than he invested in the Receivership Companies.
65. Defendant Woodcock's transactions are as follows:

*Deposits:*

- a. Defendant Woodcock deposited \$5,000.00 to Zamindari on or about April 21, 2005.

*Receipts:*

- a. Defendant Woodcock received \$15,000.00 from Zamindari on or about December 20, 2005.
- b. Defendant Woodcock received \$4,039.28 from Zamindari on or about February 1, 2006.

K. Defendant JoBeth Zubkoff's deposits and receipts.

66. Defendant JoBeth Zubkoff invested a total of \$142,000.00 with the Receivership Companies and received a total of \$167,097.17 from the Receivership Companies as an alleged return on her investment.
67. Defendant Zubkoff received \$25,097.17 more from the Receivership Companies than she invested in the Receivership Companies.
68. Defendant Zubkoff's transactions are as follows:

*Deposits:*

- a. Defendant Zubkoff deposited \$30,000.00 to Lexington on or about May 18, 2004.

- b. Defendant Zubkoff deposited \$10,000.00 to Lexington on or about August 4, 2004.
- c. Defendant Zubkoff deposited \$3,000.00 to Lexington on or about October 13, 2004.
- d. Defendant Zubkoff deposited \$43,000.00 to Zamindari on or about December 20, 2004.
- e. Defendant Zubkoff deposited \$56,000.00 to Zamindari on or about May 31, 2005.

*Receipts:*

- a. Defendant Zubkoff received \$3,000.00 from Lexington on or about October 21, 2004.
- b. Defendant Zubkoff received \$1,000.00 from Lexington on or about December 1, 2004.
- c. Defendant Zubkoff received \$1,000.00 from Lexington on or about January 3, 2005.
- d. Defendant Zubkoff received \$1,000.00 from Lexington on or about February 4, 2005.
- e. Defendant Zubkoff received \$1,000.00 from Lexington on or about March 10, 2005.

- f. Defendant Zubkoff received \$1,000.00 from Lexington on or about March 29, 2005.
- g. Defendant Zubkoff received \$6,000.00 from Zamindari on or about April 20, 2005.
- h. Defendant Zubkoff received \$30,520.04 from Zamindari on or about May 3, 2005.
- i. Defendant Zubkoff received \$3,000.00 from Lexington on or about May 4, 2005.
- j. Defendant Zubkoff received \$6,000.00 from Zamindari on or about June 7, 2005.
- k. Defendant Zubkoff received \$300.00 from Zamindari on or about July 7, 2005.
- l. Defendant Zubkoff received \$5,000.00 from Lexington on or about July 18, 2005.
- m. Defendant Zubkoff received \$5,755.12 from Lexington on or about August 19, 2005.
- n. Defendant Zubkoff received \$3,000.00 from Lexington on or about September 22, 2005.

- o. Defendant Zubkoff received \$20,000.00 from Lexington on or about October 5, 2005.
- p. Defendant Zubkoff received \$4,000.00 from Lexington on or about October 18, 2005.
- q. Defendant Zubkoff received \$2,522.01 from Lexington on or about November 15, 2005.
- r. Defendant Zubkoff received \$3,000.00 from Lexington on or about November 15, 2005.
- s. Defendant Zubkoff received \$3,000.00 from Lexington on or about November 23, 2005.
- t. Defendant Zubkoff received \$12,000.00 from Zamindari on or about December 13, 2005.
- u. Defendant Zubkoff received \$5,000.00 from Lexington on or about January 18, 2006.
- v. Defendant Zubkoff received \$5,000.00 from Lexington on or about January 23, 2006.
- w. Defendant Zubkoff received \$5,000.00 from Lexington on or about February 15, 2006.

- x. Defendant Zubkoff received \$5,000.00 from Zamindari on or about March 15, 2006.
- y. Defendant Zubkoff received \$10,000.00 from Zamindari on or about April 12, 2006.
- z. Defendant Zubkoff received \$25,000.00 from Lexington on or about April 28, 2006.

L. Defendants refuse to repay funds following the Receiver's demand letters.

- 69. The Receiver has made several demands upon each of the Defendants for return of the funds representing the amounts the Defendants received over and above Defendants' original investments.
- 70. The Receiver sent his initial demand letters to the following Defendants on the following dates:
  - a. Defendant Sundar Rajan on November 3, 2006.
  - b. Defendant Jimmy Sweet on November 22, 2006.
  - c. Defendant Patrick Talbot on November 3, 2006.
  - d. Defendants Anna Tullos and Cheri Tullos on December 8, 2006.
  - e. Defendant Henry Wiebe on November 22, 2006.
  - f. Defendant Thomas Woodcock on November 14, 2006.
  - g. Defendant JoBeth Zubkoff on November 3, 2006.

(True and correct copies of the demand letters are attached hereto as Exhibits E to K).

71. Additional demand letters and other letters and e-mails attempting settlement were sent to the following Defendants on the following dates:
  - a. Defendant Sundar Rajan on February 8, 2007, May 18, 2007, October 31, 2007, and February 19, 2008.
  - b. Defendant Jimmy Sweet on March 2, 2007, May 18, 2007, and June 19, 2007.
  - c. Defendant Patrick Talbot on March 2, 2007, March 23, 2007, May 18, 2007, June 19, 2007, and March 10, 2008.
  - d. Defendants Anna Tullos and Cheri Tullos on March 2, 2007 and May 18, 2007.
  - e. Defendant Henry Wiebe on January 2, 2007, March 2, 2007, August 13, 2007, and November 19, 2007.
  - f. Defendant Thomas Woodcock on March 2, 2007 and May 18, 2007.
  - g. Defendant JoBeth Zubkoff on March 2, 2007, March 26, 2007, November 20, 2007, and February 19, 2008.
72. In his demands, the Receiver explained to the Defendants that the Receivership Companies were operated as a Ponzi scheme and explained

that this meant that “supposed ‘interest payments’ paid to investors were funded out of the money received from other investors, rather than any actual, legitimate earnings.”

73. The Receiver also explained that the “Receivership Companies, in fact, never earned any appreciable returns on their investments.”
74. The Receiver explained that “the Receivership Companies were insolvent and they were never able to meet expenses and pay investors either interest or return of principal without raising additional funds from new and existing investors.”
75. The Receiver explained that “any money [Defendants] received in excess of [Defendants’] cash investments as purported interest payments was in reality paid from funds obtained from other investors” and that as a result, “these payments are considered ‘fraudulent transfers’” and that Defendants were not entitled to retain those funds.
76. The Defendants have failed and/or refused to repay the funds demanded.
77. In the Receiver’s demand letters, he gave the Defendants the opportunity to enter into a settlement to make payments over time, to avoid payment of interest owed to date, to avoid attorneys’ fees, and to avoid litigation.

78. The Defendants failed to cooperate with the Receiver and failed to pay the amount owed, which left the Receiver no alternative but to file this Complaint and spend resources of the Receivership Estate to enforce the Receivership Companies' right to recover the excess funds received by the Defendants.

CLAIMS

COUNT I – FRAUDULENT TRANSFER

79. The Receiver incorporates and re-alleges paragraphs 1 through 78 as if set forth fully herein.
80. Gish and other representatives of the Receivership Companies acting at Gish's direction directed the transfer of \$67,326.00 from the Receivership Companies to Defendant Sundar Rajan as alleged returns on Defendant Rajan's supposed investments.
81. Gish and other representatives of the Receivership Companies acting at Gish's direction directed the transfer of \$30,557.90 from the Receivership Companies to Defendant Jimmy Sweet as alleged returns on Defendant Sweet's supposed investments.
82. Gish and other representatives of the Receivership Companies acting at Gish's direction directed the transfer of \$22,854.64 from the Receivership

Companies to Defendant Patrick Talbot as alleged returns on Defendant Talbot's supposed investments.

83. Gish and other representatives of the Receivership Companies acting at Gish's direction directed the transfer of \$8,040.00 from the Receivership Companies to Defendant Anna Tullos as alleged returns on Defendant Anna Tullos' supposed investments.
84. Gish and other representatives of the Receivership Companies acting at Gish's direction directed the transfer of \$35,300.00 from the Receivership Companies to Defendant Cheri Tullos as alleged returns on Defendant Cheri Tullos' supposed investments.
85. Gish and other representatives of the Receivership Companies acting at Gish's direction directed the transfer of \$32,617.96 from the Receivership Companies to Defendant Henry Wiebe as alleged returns on Defendant Wiebe's supposed investments.
86. In addition, \$50,000.00 of fictitious "returns" on Henry Wiebe's investments were transferred to Santa Monica and are currently frozen at Santa Monica's bank account at Wachovia Bank, N.A.
87. Gish and other representatives of the Receivership Companies acting at Gish's direction directed the transfer of \$14,039.28 from the Receivership

Companies to Defendant Thomas Woodcock as alleged returns on Defendant Woodcock's supposed investments.

88. Gish and other representatives of the Receivership Companies acting at Gish's direction directed the transfer of \$25,097.17 from the Receivership Companies to Defendant JoBeth Zubkoff as alleged returns on Defendant Zubkoff's supposed investments.
89. The transfers to the Defendants were made by Gish and other representatives of the Receivership Companies acting at Gish's direction with actual intent to hinder, delay, and defraud the investors and creditors of the Receivership Companies.
90. The Receivership Companies were engaged in a business and transactions for which the remaining assets of the Receivership Companies were unreasonably small in relation to the business.
91. Gish and the other representatives of the Receivership Companies acting at Gish's direction intended to incur and knew, or reasonably should have known, that the Receivership Companies would incur debts beyond the Receivership Companies ability to pay.
92. The Receivership Companies were insolvent at the time of the transfers to the Defendants.

93. The Receiver has made repeated demands for the return of funds from Defendants, as set forth above, but the Defendants have failed and refused to repay the amounts owed to the Receivership Companies.
94. The Receivership Companies have been damaged by and the Defendants are liable to the Receivership Companies for the fraudulent transfers of assets that they received from the Receivership Companies plus interest at the legal rate since the Receiver's initial demand letters to each of the Defendants.

COUNT II – UNJUST ENRICHMENT

95. The Receiver incorporates and re-alleges paragraphs 1 through 94 as if set forth fully herein.
96. Gish and other representatives of the Receivership Companies acting at Gish's direction directed the transfer of \$67,326.00 from the Receivership Companies to Defendant Sundar Rajan as alleged returns on Defendant Rajan's supposed investments.
97. Gish and other representatives of the Receivership Companies acting at Gish's direction directed the transfer of \$30,557.90 from the Receivership Companies to Defendant Jimmy Sweet as alleged returns on Defendant Sweet's supposed investments.
98. Gish and other representatives of the Receivership Companies acting at

Gish's direction directed the transfer of \$22,854.64 from the Receivership Companies to Defendant Patrick Talbot as alleged returns on Defendant Talbot's supposed investments.

99. Gish and other representatives of the Receivership Companies acting at Gish's direction directed the transfer of \$8,040.00 from the Receivership Companies to Defendant Anna Tullos as alleged returns on Defendant Ann Tullos' supposed investments.
100. Gish and other representatives of the Receivership Companies acting at Gish's direction directed the transfer of \$35,300.00 from the Receivership Companies to Defendant Cheri Tullos as alleged returns on Defendant Cheri Tullos' supposed investments.
101. Gish and other representatives of the Receivership Companies acting at Gish's direction directed the transfer of \$32,617.96 from the Receivership Companies to Defendant Henry Wiebe as alleged returns on Defendant Wiebe's supposed investments.
102. In addition, \$50,000.00 of fictitious "returns" on Henry Wiebe's investments were transferred to Santa Monica and are currently frozen at Santa Monica's bank account at Wachovia Bank, N.A.
103. Gish and other representatives of the Receivership Companies acting at

Gish's direction directed the transfer of \$14,039.28 from the Receivership Companies to Defendant Thomas Woodcock as alleged returns on Defendant Woodcock's supposed investments.

104. Gish and other representatives of the Receivership Companies acting at Gish's direction directed the transfer of \$25,097.17 from the Receivership Companies to Defendant JoBeth Zubkoff as alleged returns on Defendant Zubkoff's supposed investments.
105. These amounts were over and above the original amounts invested in the Receivership Companies by the Defendants or were amounts to which they were not entitled to accept or retain.
106. These payments sent to and received by the Defendants did not come from a return on Defendants' investments, but instead came from the commingled funds that the Receivership Companies obtained from other investors or were otherwise funds belonging to the Receivership Companies.
107. Defendants provided no goods, services, or other considerations to the Receivership Companies to entitle Defendants to receive amounts received above their initial investments.

108. The Receiver made demands for the return of funds from the Defendants, but Defendants have failed and refused to repay the amounts owed to the Receivership Companies.
109. The Receivership Companies have been damaged as a result of the excess payments sent to and received by the Defendants.
110. Equity and good conscience require that the Defendants return the funds that were received from the Receivership Companies over and above the amount of the Defendants' original investments.

COUNT III – ATTORNEYS' FEES AND EXPENSES  
PURSUANT TO O.C.G.A. § 13-6-11

111. The Receiver incorporates and re-alleges paragraphs 1 through 110 as if set forth fully herein.
112. The Defendants have acted in bad faith, been stubbornly litigious, and caused the Receiver unnecessary trouble and expense.
113. The Receiver, on behalf of the Receivership Companies, is accordingly entitled to recover his attorneys' fees and expenses incurred in this action.

WHEREFORE, the Receiver respectfully prays that:

- a) The Court award to the Receiver, on behalf of the Receivership Companies, the following damages:

- (i) As to Defendant Sundar Rajan at least \$67,326.00, representing the amount of funds received from the Receivership Companies less deposits that Defendant invested with the Receivership Companies, plus interest at the rate of 7% per annum from the date of initial demand, amounting to at least \$12.91/day accruing from November 3, 2006 or the earliest day allowed by law.
- (ii) As to Defendant Jimmy Sweet at least \$30,557.90, representing the amount of funds received from the Receivership Companies less deposits that Defendant invested with the Receivership Companies, plus interest at the rate of 7% per annum from the date of initial demand, amounting to at least \$5.86/day accruing from November 22, 2006 or the earliest day allowed by law.
- (iii) As to Defendant Patrick Talbot at least \$22,854.64, representing the amount of funds received from the Receivership Companies less deposits that Defendant invested with the Receivership Companies, plus interest at the rate of 7% per annum from the date of initial demand, amounting to at

least \$4.38/day accruing from November 3, 2006 or the earliest day allowed by law.

- (iv) As to Defendant Anna Tullos at least \$8,040.00, representing the amount of funds received from the Receivership Companies less deposits that Defendant invested with the Receivership Companies, plus interest at the rate of 7% per annum from the date of initial demand, amounting to at least \$1.54/day accruing from December 8, 2006 or the earliest day allowed by law.
- (v) As to Defendant Cheri Tullos at least \$35,300.00, representing the amount of funds received from the Receivership Companies less deposits that Defendant invested with the Receivership Companies, plus interest at the rate of 7% per annum from the date of initial demand, amounting to at least \$6.77/day accruing from December 8, 2006 or the earliest day allowed by law.
- (vi) As to Defendant Henry Wiebe at least \$32,617.96, representing the amount of funds received from the Receivership Companies less deposits that Defendant invested with the Receivership Companies, plus interest at the rate of 7% per annum from the

date of initial demand, amounting to at least \$6.26/day accruing from November 22, 2006 or the earliest day allowed by law.

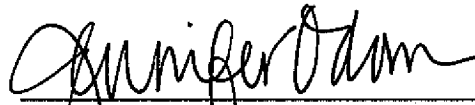
(vii) As to Defendant Thomas Woodcock at least \$14,039.28, representing the amount of funds received from the Receivership Companies less deposits that Defendant invested with the Receivership Companies, plus interest at the rate of 7% per annum from the date of initial demand, amounting to at least \$2.69/day accruing from November 14, 2006 or the earliest day allowed by law.

(viii) As to Defendant JoBeth Zubkoff at least \$25,097.17, representing the amount of funds received from the Receivership Companies less deposits that Defendant invested with the Receivership Companies, plus interest at the rate of 7% per annum from the date of initial demand, amounting to at least \$4.81/day accruing from November 3, 2006 or the earliest day allowed by law.

b) The Court release to the Receiver \$50,000.00 of the funds currently frozen in Santa Monica's bank account at Wachovia, N.A.;

- c) The Court impose all costs of this action, including reasonable attorneys' fees, on Defendants;
- d) On behalf of the Receivership Companies, award Receiver prejudgment interest on all damages at the highest rate allowed by law; and
- e) The Court award to the Receiver, on behalf of the Receivership Companies, such other and further relief as the Court deems just and proper.

Respectfully submitted this 11<sup>th</sup> day of August 2009.



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