

Donald A. DiIenno
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RECEIVED-CLERK
U.S. DISTRICT COURT

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**UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF NEW JERSEY**

**COMMODITIES FUTURES TRADING)
COMMISSION,)**

Plaintiff,)

vs.)

Civil Action No.: 04CV 1512

**EQUITY FINANCIAL GROUP, LLC,)
TECH TRADERS, INC., TECH)
TRADERS, LTD., MAGNUM)
INVESTMENTS, LTD., MAGNUM)
CAPITAL INVESTMENTS, LTD.,)
VINCENT J. FIRTH, ROBERT W.)
SHIMER, COYT E. MURRAY, and J.)
VERNON ABERNATHY,)**

Honorable Robert B. Kugler

Defendants.

**OBJECTION TO THE
AGREED CLAIMS INTERIM DISTRIBUTION SCHEDULE**

**TO: THE HONORABLE ROBERT B. KUGLER AND THE UNITED STATES
DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**

This objection concerns the selective omission of the individual, Donald A. DiIenno, from the list of investors compiled by the Receiver, Stephen T. Bobo, dated 1/7/05, entitled "Agreed Claims Interim Distribution Schedule".

Whereas each individual investor of Shasta Capital Associates, LLC (Shasta) has been named, individually, in the "Agreed Claims Interim Distribution Schedule" (Distribution Schedule) for the proposed distribution of funds held by the Receiver, Dr. DiIenno has not been named, individually, and therefore has been denied the same percentage of distribution of funds offered to those other individual investors.

Dr. DiIenno's individual and only involvement with Tech Traders (or any of Tech Traders' entities) was on the same level ("tier") as and parallels the same involvement that each of the individual investors of Shasta had with Tech Traders (or any of Tech Traders' entities). Both Dr. DiIenno and the individual investors had monies deposited to Tech Traders through a secondary company: in the case of Dr. DiIenno the secondary company was Bally Lines, LTD. (Bally), and in the case of the individual investors the secondary company was Shasta Capital Associates, LLC; i.e., each individual (whether Dr. DiIenno or a client of Shasta) transferred monies through a secondary company to Tech Traders. And both the transfers and deposits into Tech Traders are accounted for in the records of both Tech Traders and the secondary companies.

Yet Dr. DiIenno has not been named individually (as each of the individual investors of Shasta have been named) on the Distribution Schedule and will be selectively denied the same percentage (38%) of distribution of funds proposed by the Receiver to be distributed to the individual investors of Shasta.

Dr. DiIenno is not asking for any special treatment or dispensaton by the Court. He is asking that the Court treats him as an individual, the same as the other individuals have been treated on the Distribution Schedule, and grant Dr. DiIenno the same percentage (38%) of distribution of funds offered the other individuals as proposed by the Receiver.

In support of the above, would the Court please consider this:

1. Originally, the filing of the complaint and supporting documents leading to the formation of the Distribution Schedule, did not consider Dr. DiIenno as a "1st tier" investor. This was an error. Bally was a client of Tech Traders and Dr. DiIenno was a client of Bally solely for the involvement of funds to Tech Traders; just as Shasta was a client of Tech Traders and the individual investors were clients of Shasta solely for the involvement of funds to Tech Traders. The Receiver has the supporting documents to verify the above. To consider Dr. DiIenno on a "secondary tier" is arbitrary.

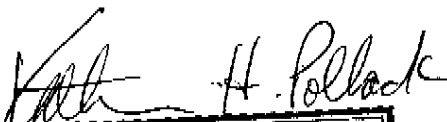
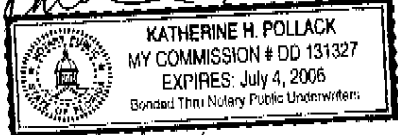
2. Dr. DiLenno has not received any return of interest or principle (or any consideration thereof) of his \$790,000.00 deposited into Tech Traders' account. Records of both Tech Traders and Bally confirm the above. A summary affirmation of Bally is attached hereto.

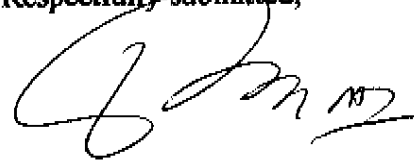
Dr. DiLenno is not disputing the interim percentage (38%) proposed by the Receiver, even though Dr. DiLenno does not agree to all the reasons, nor does Dr. DiLenno dispute the total amount of approximately \$17.5 Million ultimately as deemed by the Court to be distributed.

Dr. DiLenno does dispute being selectively omitted as an individual from the Distribution Schedule. He is asking the Court to recognize that his individual involvement with Tech Traders was on the same "tier" as all the other individual investors and that He be offered the same percentage (38%) of distribution of funds offered the other individuals.

Dated: January 25, 2005

Respectfully submitted,


Donald A. DiLenno, M.D.

1/25/2005

BALLY LINES, Ltd.

720 W. Orient St.
Tampa, Florida 33603

January 25, 2005

Ms Raven Moore,

This is a response to item #3 of your e-mail of 1/24/2005 for additional documentation. The total involvement of Dr Don Dilenno is \$790,000.00. I have researched and found a \$100,000.00 amount sent to Bally Lines Ltd. Banc Caribe Account on 10/01/2001. A \$290,000.00 to same account on 5/23/2002, a wire transfer was done on 6/10/2002. My bank had compliance requirements of holding funds for 10 banking days and NOT transferring LIKE amounts to avoid any suspicious bank activities. That is why \$ 280,000 .00 was transferred in that manner. Another \$ 400,000.00 was transferred in 3 separate wires from Dr . Dilenno's accounts, you have the wire instructions, I do not have these, as they are his accounts. This totals \$ 790,000.00. Some Dr. Dilenno sent via wire, some sent by wire through Bally Lines Ltd. And some sent via checks from Bally lines Ltd. From Nevada First bank over a 2 year period. Banc Caribe had it's banking privileges revoked and went into receivership. I will provide documents.

Dr. Dilenno has spoken to Mr. Bobo and has asked me to request the he be separated from Bally lines Ltd. And considered a separate entity. I respectfully request that this be done for him. His \$ 790,00.00 is about half of the Bally Lines Ltd. Claim of \$1,508,000.00.

Dr. Dilenno has NEVER received any return of LOANS or any interest and feels it is only fair to consider him a separate entity and move him to the UNDISPUTED file for his claim.

Please let me know if this will be acceptable. I fully concur that Dr. Dilenno has a right to his claim of \$ 790,000.00.

Thank you for your consideration.

