

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

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

vs.

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 ABERNETHY

Defendants.

Civil Action No.: 04CV 1512

Honorable Robert B. Kugler

**RESPONSE OF JEFFREY AND BARBARA MARRONGELLE
TO EQUITY RECEIVER'S OBJECTIONS TO CERTAIN INVESTOR CLAIMS**

Dr. Jeffrey and Barbara Marrongelles, (the "Marrongelles"), submits this response and factual objection to the Equity Receiver's Objections to their claims as set forth below.

1. On February 12, 2001, the Marrongelles invested \$20,000.00, using personal savings funds, with the Edgar Holding Group, Inc.

2. A copy of a letter dated February 20, 2001, from Robert W. Shimer of the Edgar Holding Group, Inc. to Jeff Marrongelle, memorializing the wire transfer and investment of \$20,000.00 is attached hereto as Exhibit "A-1"

3. A copy of a Promissory Note dated February 12, 2001, acknowledging receipt of the \$20,000.00 investment and a duty to repay same upon stated terms and conditions, is attached hereto as Exhibit "A-2".

4. On November 18, 2002, the Marrongelles invested an additional \$40,000.00 using a loan on a life insurance policy, with the Edgar Holding Group, Inc.
5. A copy of a November 25, 2002 letter from Robert W. Shimer of the Edgar Holding Group, Inc. to Jeff Marrongelle, memorializing the investment of \$40,000.00 is attached hereto as Exhibit "B-1".
6. A copy of a Promissory Note dated November 18, 2002, acknowledging receipt of the \$40,000.00 investment and a duty to repay same upon stated terms and conditions, is attached hereto as Exhibit B-2".
7. The total net investment in the Edgar Trading Group is \$60,000.00, as claimed by the Marrongelles in Item 6 of the original claims form.
8. On May 1, 2003 a distribution the Edgar Trading Group was made to the Marrongelles in the amount of \$20,000.
9. On December 1, 2003, a distribution the Edgar Trading Group was made to the Marrongelles in the amount of \$20,000 via check # 1013.
10. Total distribution of principal from the Edgar Trading is \$42,000.00.
11. On September 24, 2003, a wire transfer of \$100,000.00 was made by the Marrongelles to Shasta Capital Associates, c/o Citibank, N.A, ABA Routing No. 021000089, account 05826303. A copy of the Wire Authorization is attached hereto as Exhibit "C-1".
12. A copy of the Monthly Statement for October 2003, addressed to Jeffrey and Barbara Marrongelle, showing "Newly Invested Funds" of \$100,000.00 is attached hereto as Exhibit "C-2".
13. No distributions were made from this account.

14. The total funds invested with Shasta Capital Associates is \$100,000.00

15. Applying the Receiver's formula the Marrongelles should receive a distribution of \$18,800.00 as follows:

Funds Invested	Previous withdrawals	Net Cash Balance	Gross Distribution Amount	Net Distribution Amount	% Total Cumulative Distribution Received
\$160,000.00	\$42,000.00	\$118,000.00	\$60,800.00	\$18,800.00	38.00%

WHEREFORE, the Marrongelles hereby request that relief be granted in the form of a distribution as above stated.

Respectfully Submitted,


 Dr. Jeffrey Marrongelle


 Barbara Marrongelle

Claimants,
 113 Pine Creek
 Orwigsburg, PA 17961
 (570) 366 1151

EXHIBIT A-1

EDGAR HOLDING GROUP INC

February 20, 2001

Jeff Marrongelle
113 Pinecreek Drive
Orwigsburg, PA17961

Dear Jeff,

Please be advised that Edgar Holding Group, Inc is in receipt of your recent wire in the amount of \$20,000.00 representing a loan to the company as we previously discussed. Edgar's bank records indicate that this wire was received February 12, 2001 in the company's account at First Union Bank.

Enclosed for your records and file is Edgar's note to you dated February 12, 2001.

If you have any questions, please give me a call.

Sincerely,



Robert W. Shimer

PMB 5299
2711 Centerville Road, Suite 120
Wilmington, DE 19808
Phone (609) 714-1981 FAX (609) 714-1980

EXHIBIT A-2

EDGAR HOLDING GROUP, INC.

PROMISSORY NOTE

\$20,000.00

February 12, 2001

For value received, receipt whereof is hereby acknowledged, Edgar Holding Group, Inc, a Delaware Corporation with address of PMB 5299, 2711 Centerville Road, Suite 120, Wilmington, DE 19808 (hereinafter "Maker") does promise to pay unto Jeff Marrongelle with address of 113 Pinecreek Drive, Orwigsburg, PA17961 (hereinafter "Holder") the sum of Twenty Thousand dollars (\$20,000.00).

This note shall bear simple interest at the rate of 6% per annum ($\frac{1}{2}$ % per month) for the remainder of calendar year 2001 and for all of calendar year 2002. If funds from Holder are originally received by Maker during a calendar month, interest shall be paid for the entire month in which funds are received. No interest shall be paid on this note until on or before December 31, 2002 at which time accrued interest for calendar years 2001 and 2002 shall be paid. For all calendar years after 2002, this Note, if not called by Holder, shall bear simple interest at the rate of 4% per annum ($\frac{1}{3}$ % per month). Interest for all or part of any calendar year after 2002 shall be due and payable annually not later than December 31st of that year. No interest shall be paid on accrued but unpaid interest. Upon default in the timely payment of interest, then interest shall be due on such unpaid interest at the same annual or monthly rate.

This note may be called in whole or in part by Holder at any time upon 30 days written notice to the Company at the below address or by giving notice by telephone to the phone number below or to the phone number of the Company's Chief Financial Officer. Notice given during a calendar month shall be deemed to have been given effective the end of that month. Upon call for the entire principal balance by Holder all accrued and unpaid interest plus principal shall be due not later than 45 days after the effective date of call. Upon call for partial return of principal, principal only shall be paid 45 days after the effective date of call.

For all calendar years in which a partial call by Holder for return of principal is made, interest shall be computed and paid on principal called (and on remaining principal, if any then still outstanding) on or before December 31st of that calendar year.

This note may be repaid at any time at the option of Maker without penalty after December 31, 2002. If repaid at the option of Maker, Maker shall tender all accrued but unpaid interest at the time of repayment of principal.

Edgar Holding Group, Inc

By 
Robert W. Shimer, Chief Financial Officer

PMB 5299
2711 Centerville Road, Suite 120
Wilmington, DE 19808
Phone (609) 714-1981 FAX (609) 714-1980

EXHIBIT B-1

EDGAR HOLDING GROUP, INC.

November 25, 2002

Jeff Marrongelle
113 Pinecreek Drive
Orwigsburg, PA17961

Dear Jeff,

Please be advised that Edgar Holding Group, Inc is in receipt of a check recently submitted to the Company on your behalf in the amount of \$40,000.00 representing a loan to the company as we previously discussed. Edgar's bank records indicate that this check was deposited on November 18, 2002 in the company's account at Patriot Bank.

Enclosed for your records and file is Edgar's note to you dated November 18, 2002.

If you have any questions, please give me a call.

Sincerely,



Robert W. Shimer

PMB 5299
2711 Centerville Road, Suite 120
Wilmington, DE 19808

EXHIBIT B-2

EDGAR HOLDING GROUP, INC.

PROMISSORY NOTE

\$40,000.00

November 18, 2002

For value received, receipt whereof is hereby acknowledged, Edgar Holding Group, Inc, a Delaware Corporation with address of PMB 5299, 2711 Centerville Road, Suite 120, Wilmington, DE 19808 (hereinafter "Maker") does promise to pay unto Jeff Marrongelle with address of 113 Pinecreek Drive, Orwigsburg, PA 17961 (hereinafter "Holder") the sum of Forty Thousand dollars (\$40,000.00).

This note shall bear simple interest at the rate of 6% per annum ($\frac{1}{2}$ % per month) for the remainder of calendar year 2002 and for all of calendar year 2003. If funds from Holder are received by Maker during a calendar month, interest shall be paid for the entire month in which funds are received. No interest shall be paid on this note until on or before December 31, 2003 at which time accrued interest for calendar years 2002 and 2003 shall be paid. For all calendar years after 2003, this Note, if not called by Holder, shall bear simple interest at the rate of 4% per annum ($\frac{1}{3}$ % per month). Interest for all or part of any calendar year after 2003 shall be due and payable annually not later than December 31st of that year. No interest shall be paid on accrued but unpaid interest. Upon default in the timely payment of interest, then interest shall be due on such unpaid interest at the same annual or monthly rate.

This note may be called in whole or in part by Holder at any time upon 30 days written notice to the Company at the below address or by giving notice by telephone to the phone number below or to the phone number of the Company's Chief Financial Officer. Notice given during a calendar month shall be deemed to have been given effective the end of that month. Upon call for the entire principal balance by Holder all accrued and unpaid interest plus principal shall be due not later than 45 days after the effective date of call. Upon call for partial return of principal, principal only shall be paid 45 days after the effective date of call.

For all calendar years in which a partial call by Holder for return of principal is made, interest shall be computed and paid on principal called (and on remaining principal, if any then still outstanding) on or before December 31st of that calendar year.

This note may be repaid at any time at the option of Maker without penalty after December 31, 2003. If repaid at the option of Maker, Maker shall tender all accrued but unpaid interest at the time of repayment of principal.

Edgar Holding Group, Inc

By



Robert W. Shimer, Chief Financial Officer

PMB 5299
2711 Centerville Road, Suite 120
Wilmington, DE 19808
Phone (609) 714-1981 FAX (609) 714-1980

EXHIBIT C-1

LEESPORT BANK

WIRE TRANSFER AUTHORIZATION

Date: 9-24-03 Time: 11:35 am Taken By: L Geary LO (Name and Branch)

ORIGINATOR INFORMATION - MUST BE COMPLETED

Name: Barbara Marrongelle Account No.: 354710059
Company:
Address: 113 Pine Creek Phone No.: 366-1151
Orwigsburg, PA 17961
Amount of Wire: 100,000.00 Service Fee Charged: 30.00
Total Amount Debited from Account: 100,000.00
Identification Type and Information: YADL
Name: Barbara Marrongelle 17 731 893

BENEFICIARY INFORMATION - MUST BE COMPLETED

Receiving Bank: Citibank NA ABA Routing No.: 021000089
Name: Shasta Capital Assoc. Account No.: 05826303
Address:
Other Information and Special Instructions:

I hereby authorize Leesport Bank to charge my account and/or wire transfer these funds to the beneficiary described above.

Customer Signature: Barbara Marrongelle Date: 9-24-03

For Telephone Transfers:
Is the Caller an Authorized Signer? Yes
Was Call-back Verification Completed? Yes

For Foreign Wires:
Was the OFAC List Checked? Yes

For ALL Transfers:
Was an Update Placed on the Account? Yes
Copies of the Tickets Attached? Yes

Approved by: Michelle Swandowski Date: 9/24/03

For Internal Use Only - Finance Department

Date: Time:
Reference Info: Confirmed Authorization:
Revised 4/02

EXHIBIT C-2

Shasta Capital Associates, L.L.C

3 Aster Court
 Medford, New Jersey 08055
 (609) 714-1981 voice
 (609) 714-1980 fax
 www.shastacapitalassociates.com

Monthly Statement

Oct-03

TO: Jeffrey & Barbara Marrongelle 113 Pine Creek Drive Orwigsburg, PA 17961	Account #: 128-SC-2801	Percentage of Month 86.00%
Beginning Capital Account Balance for the month:	\$0.00	
Newly Invested Funds		\$100,000.00
Legal & Accounting Fee (1%)		\$1,000.00
This month's performance results as verified by CPA	12.05%	
Total trading profits available for allocation	\$0.00	\$10,259.37
Preferential Return of 2% of beginning balance	\$0.00	\$1,702.80
Trading Company Expenses of 15% of trading profits	\$0.00	\$1,538.91
Remaining profits available for 50/50 allocation	\$0.00	\$7,017.66
Investor share of profit allocation	\$0.00	\$3,508.83
Total profit distribution	\$0.00	\$5,211.63
Less 5% management fee	\$0.00	\$260.58
Net profit allocation	\$0.00	\$4,951.05
Ending Balance	\$103,951.05	\$103,951.05

SUMMARY

Your account increased this month by: \$3,951.05
 This equals an increase of: 3.95%

CERTIFICATE OF SERVICE

RECEIVED-CLERK
U.S. DISTRICT COURT
MAY 13 A 10 24

I, Barbara Marrongelle, hereby certify that on the below-listed date, I caused the original and a true and correct copy of the Response of Jeffrey and Barbara Marrongelle To Equity Receiver's Objections to Certain Investor Claims to be sent for filing to the:

Clerk of the Court
United States District Court for the District of New Jersey
Mitchell H. Cohen Federal Building & U. S. Courthouse
1 John F. Gerry Plaza
Camden, N.J., 08101

with a copy to the Equity receiver as follows:

Stephen T. Bobo
Sachnoff & Weaver, Ltd.
10 S. Wacker Drive
Suite 4000
Chicago, IL 60606


Barbara Marrongelle

Date: May 12, 2005