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*Counsel for Equity Receiver*

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

COMMODITY FUTURES TRADING	)	
COMMISSION,	)	
	)	No.: 04-cv-1512 (RBK)
Plaintiff,	)	
	)	
vs.	)	
	)	Hearing Date: December 15, 2006
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.	)	

**MOTION OF EQUITY RECEIVER FOR AUTHORITY  
TO SETTLE DISPUTES WITH LYNN OBESTER**

Stephen T. Bobo (the "Receiver"), the Equity Receiver for Defendants Equity Financial Group, LLC, Tech Traders, Inc., Tech Traders, Ltd., Magnum Investments, Ltd., Magnum Capital Investments, Ltd., Robert W. Shimer and Vincent J. Firth, requests authority to compromise the Tech Traders receivership estate's disputes with Lynn Obester ("Obester"). In support of his motion, the Receiver states as follows:

1. In the fall of 2003, Coyt Murray agreed that Tech Traders, Inc. would loan a total of \$65,000 to Lynn Obester of Lake Wylie Tax Service. Thereafter, Tech Traders transferred a

total of \$65,000 to Obester. Obester signed an unsecured promissory note for the amount of \$65,000 in favor of Tech Traders. The note provides that the loan would mature in one year and would bear interest at the rate of 30% during that period. The note is silent on what the interest rate would be after maturity of the note.

2. The Receiver has demanded payment on the note, but Obester has refused to pay the amount that the Receiver believes to be due. The Receiver has sought to reach an amicable resolution of the matter because he is concerned about the ability to enforce the full interest rate against an individual, as well as the potential difficulty in collecting a substantial amount from an individual. The costs of such collection efforts would likely not be recoverable from Obester.

3. Accordingly, the Receiver and Obester have negotiated a resolution of the amount due under the note. Obester has agreed to pay a lump sum amount of \$78,000 to the Tech Traders estate in full satisfaction of her obligations under the note. The Receiver is holding those funds in the Tech Traders escrow account pending court approval of this settlement. In addition, the settlement terms call for the Receiver and Obester to exchange mutual general releases.

4. The Receiver believes that this settlement is advantageous for the receivership estate because it will create a favorable result without any further expense to the estate. The settlement amount, including the effective rate of interest realized on the note, is well within the range of reasonable outcomes if the Receiver litigated the issues to judgment instead of entering into this settlement.

5. The Receiver has discussed this motion with the attorney for the Plaintiff, Commodity Futures Trading Commission, who indicated that she did not object to the relief sought.

WHEREFORE, the Receiver requests the Court to enter an Order authorizing him to resolve the receivership estate's disputes with Obester on the terms set forth above and such other relief as is appropriate in the circumstances.

DATED: November 15, 2006

Respectfully submitted,

STEPHEN T. BOBO  
Equity Receiver

By: s/ Jeffrey A. Carr  
One of his attorneys

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