

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

ONE EQUITY CORPORATION, et al.,

Defendants.

Case No. 2:08-cv-0667

JUDGE EDMUND A. SARGUS, JR.

MAGISTRATE JUDGE MARK R. ABEL

ORDER

This matter is before the Court on the Motion for Release of Lien filed by Petitioner Hunter Investigations (“Hunter”). (Document 97.) One Equity Corporation (“One Equity”) holds a lien on a certain 1996 Pontiac Bonneville. Hunter asserts that there is no contract between Hunter and One Equity that would result in a lien to be necessary and that “[a]t this time there is no way to get out of said lien.” In response, the Receiver suggested that a hand-written loan agreement may be the basis of the lien. According to the Receiver, he has requested evidence of the obligation that resulted in the lien and evidence of how it was paid or why it should be released, and has not received evidence sufficient to support the lien’s release.

At this time, the Receiver is not satisfied that the lien should be released, and Petitioner Hunter has not demonstrated to the Court that it should be released. The Court is not, therefore, inclined to grant the Motion for Release of Lien at this time. Petitioner’s Motion (Document 97) is therefore **DENIED** without prejudice.

IT IS SO ORDERED.

9-30-2009
DATED


EDMUND A. SARGUS, JR.
UNITED STATES DISTRICT JUDGE