ADMINISTRATIVE PROCEEDING

FILE NO. 3-15045

UNITED STATES OF AMERICA

Before the

SECURITIES AND EXCHANGE COMMISSION

August 31, 2013

In the matter of

DAVID MURA

REQUEST FOR REVIEW

AND DISMISSAL OF

FINE

Dear Sirs:

I am a pro se litigate so please forgive my lack of knowledge regarding format and wording. My requests are based on several facts"

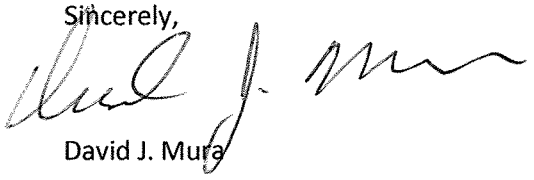
1. I was deemed to be in default because I missed 1 telephonic conference call and that was due to the fact that I received notice for the sec in a letter which is Exhibit 1 showing that the letter arrived on the same day that the conference call was scheduled at 11 AM. I received the notice at 4 in the afternoon from the mailbox where I was staying. Both the letter and envelope with postmark are attached for exhibit a. Default judgments are only awarded in the most egregious of cases and my missing 1 telephonic conference certainly does not meet and egregious case. "Entering a default judgment is the harshest of sanctions and should be proceeded by particular procedural prerequisites. Such a sanction should be used only in "extreme situations," see *Lewis, 564 f.3d (*internal quotation marks omitted); cf. *Bobal v. Rensselaer Polytechnic Inst., 916f.2d 759, 764 (2nd circ. 1990) [**8]*(reviewing *Federal Rule of Civil Procedure 37(d)* sanction order), and even then only upon a finding "of willfulness, bad faith, or reasonably serious fault," *Commercial Cleaning Servs, LO.L.C. v. Colin Serv. Sys. Inc., 271 F3d 374,386-387 (2dCir. 2001); Lucas, 84f.3dat 535(* adopting five-factor fault standard based on (1) duration of noncompliance; (2) "whether plaintiff was on notice that failure to comply would result in dismissal"; (3) likely

prejudice to defendant from delay resulting from noncompliance; (4)"balancing of the court's interest in [*468] managing its docket with plaintiff's interest in receiving fair chance to be heard" and (5) whether the district court adequately considered the adequacy of lesser sanctions)."

2. I now have an income of $1440 from Social Security and all of my assets have been depleted. I surrendered my license and accepted a permanent bar from the industry by FINRA which was the deal that was offered to me on behalf of the SEC at the beginning of settlement talks but I felt as I did no wrong and tried to defend myself but ran out of money. I don't feel as though running out of money should translate into an $850000 sanction.
3. Plaintiffs have received a total of $1450000 in settlements with JP Turner, my employer and my insurance carrier. They have released me of any responsibility and dismissed their claims with FINRA. See attachment Exhibit 2.
4. I benefitted nothing financially. I did not sign any notes nor sent any emails nor did I solicit anyone or make any threats of violence. The SEC has 22 witnesses and 242 documents that they tried to claim may be onorous to me. I can assure you that they are not and their main target, Ted Tackaberry, which this case actually is central to, is now deceased. See attachment Exhibit 3.
5. I lost $175000 due to SEC intervention and the resulting demise of the businesses. I lost my job and now have to live under the poverty line.
6. The division of enforcements listed 34 witnesses and 246 exhibits needed to process its case, implicitly acknowledging that the case against me was full of factual issues that needed multiple witnesses and dozens of documents to attempt to prove its case. I was deprived of my right to confront those witnesses and discredit their testimony.
7. In all sense of fairness, I should not be held responsible any further for an action or in this case a non-action, failure to register an action I was not responsible for and unaware of due to the fact that the paperwork that was used by David Weaver who handled all paperwork was vetted by an outside brokerage firm and approved for IRA inclusions.
8. Last, I pray the Commission sees that my life has been ruined financially and emotionally and that any further pursuit is cruel and unjust.

Thank you for the opportunity to tell my side of the story and hope that I may be relieved of any further trauma.

Sincerely,



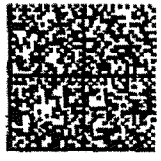
David J. Mura

attachments

EXHIBIT 1

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
MAIL STOP 1090
WASHINGTON, D.C. 20549

OFFICIAL BUSINESS



UNITED STATES POSTAGE
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3- 15045

Mr. David Mura
[redacted]

146 NSF 1 A17C 84 01/28/13
NOTIFY SENDER OF NEW ADDRESS
DAVID [redacted]

BC: 14616306206 *2731-02493-23-44

14564$1159 C053 14616@3062

ADMINISTRATIVE PROCEEDING
FILE NO. 3-15045

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION
January 23, 2013

In the Matter of	:	ORDER SCHEDULING
	:	PREHEARING CONFERENCE
DAVID MURA	:	

The Securities and Exchange Commission instituted this proceeding on September 24, 2012, pursuant to Sections 15(b) and 21C of the Securities Exchange Act of 1934. The hearing is set to commence on March 4, 2013, in Rochester, New York.

Counsel for the Division of Enforcement has requested a telephonic status conference to address an issue related to the hearing schedule.

It is ORDERED that a prehearing conference will be held by telephone on January 29, 2013, at 12:30 p.m. EST. See 17 C.F.R. § 201.221.

Cameron Elliot
Administrative Law Judge

EXHIBIT 2

LECLAIR KORONA GIORDANO COLE LLP
ATTORNEYS

STEVEN E. COLE, ESQ., PARTNER
WRITER'S DIRECT DIAL: (585) 327-4108
E-MAIL: scole@leclairkorona.com

June 22, 2012

By Facsimile & Electronic Mail

FINRA Dispute Resolution
One Liberty Plaza
165 Broadway, 27th Floor
New York, NY 10006

Re: Joseph R. Amisano, et al., v. J.P. Turner & Co., et al.
FINRA Dispute Resolution No. 11-02362

Dear Sir or Madam:

We represent Respondent David James Mura in this action. Mr. Mura denies the allegations in the First Amended Statement of Claim ("Amended Claim") and requests dismissal of all claims.

Here, various individuals and claims have been assembled by the combined efforts of counsel and certain individuals with an axe to grind against Mura, for the purpose of pursuing claims that would not withstand scrutiny on a case by case basis. Many are not brokerage customers of J.P. Turner at all. They were assembled by Claimants' counsel for the sole purpose of achieving a critical mass necessary to convince J.P. Turner that settlement would be more economical than defense. That having been now accomplished, these three categories of unrelated claimants continue to assert claims against Mura individually. Each category of claimants will be addressed in turn below.

The Amended Claim uses the classic device of "smoke and mirrors" to direct the reader's attention to conclusory allegations of wrongdoing by Mura and ad hominem personal attacks while carefully avoiding important details which undermine their claims. The fact that Claimants see fit to describe Mr. Mura as a "social miscreant" (Amended Claim, ¶ 8) demonstrates the lengths to which they will go to use vilification as a poor substitute for detailed allegations.

The three categories of claimants are as follows:

Category 1 - Guarantor/Judgment Debtor – Joseph Amisano, Esq.

The first category consists of a single claimant whose "claims" are completely unrelated to any other claimant. This is Joseph Amisano, a Rochester attorney who personal guaranteed a loan made by Mura. After a default and demand letters, these

funds have been repaid. As Amisano is neither a customer of J.P. Turner nor an investor, he has no basis whatsoever to invoke this body's authority to determine claims against Mura. Why he is asserting claims against Mura at all, let alone in combination with the other claimants herein is a mystery.

There is no basis for any claim based upon fraud or otherwise. In approximately 2007, Amisano and his business partner, James Vollertson, wanted to purchase the certain assets of a local meat packing company. Vollertson discussed this potential business opportunity with a business associate of Mura, who then mentioned it to Mura. By this time, Vollertson and Amisano had already spoken to the County of Monroe Industrial Development Agency (COMIDA) and Greater Rochester Enterprise (GRE) about the possible purchase, and they were pursing financing of the purchase through a COMIDA bond. Mura met with Vollertson, whom he had met years prior but had no recent interactions, and suggested that Vollertson and Amisano pursue underwriting of the COMIDA bond through J.P. Turner. Amisano and Vollertson decided to pursue the COMIDA bond through J.P. Turner, dealing with Turner's bond department in New Jersey. Vollertson and Amisano used a corporation known as Jimmie's Meat Packing Company, Inc. Mura had no involvement in that company. Neither Amisano nor Vollertson were, to Mura's knowledge, brokerage customers of J.P. Turner. Mura was never, and never purported to be, on J.P. Turner's bond committee.

Separately, Vollertson approached Mura about the possibility of financing the purchase of used meat packing equipment from Wegmans Food Markets, as Wegmans was exiting the meat packing business. Mura lent $300,000 to Jimmie's Meat Packing, and obtained security in the form of personal guaranties from both individual shareholders, and a lien against certain family trust assets of Amisano. Mura delivered a $300,000 check to Amisano, as attorney for Jimmie's Meat Packing. Amisano apparently spent less than one-third of those funds on the equipment purchased from Wegmans, using the balance of the funds for unknown purposes.

Amisano and Jimmy's were unable to obtain other financing from J. P. Turner or elsewhere. James Vollertson will testify that J.P. Turner was dissatisfied with the financial documentation that Amisano provided relative to the bond issue, both with the timing of the submission and the fact that Amisano provided J.P. Turner with conflicting information concerning the financials. Ultimately, funding was not obtained for the meat packing venture from J.P. Turner or elsewhere.

Through counsel, Mura demanded payment from Jimmie's Meat Packing, Vollertson, and Amisano, and received full re-payment without the necessity of filing a lawsuit.

Finally, Amisano fails to acknowledge that he owes money to Charge on Demand, LLC (COD), n/k/a World Wide Medical Solutions, LLC (WWMS). In other words, he has failed to repay funds that were advanced by one of the companies where

several of the other claimants had made investments. At Amisano's request, COD advanced funds to another corporation Amisano was involved in, which was secured by restaurant equipment and Amisano's personal guaranty. Amisano failed to repay this loan as well, and a judgment has been obtained against him in the amount of $50,000 which he has failed to fully pay. Notably, Amisano ***made the very same claims*** in the earlier court proceeding as are set forth in the Amended Claim herein, and the court ***rejected*** those claims and entered judgment against Amisano for the full amount of the liability. All amounts collected from Amisano have been, and will continue to be, deposited with WWMS.

Amisano has no legally cognizable claim against Mura for anything.

Category 2: Investors in Limited Liability Companies.

The next category consists of investors in three limited liability companies: COD, Innovation Group Enterprises ("IGE"), and Stucco. Certain of the claimants actually invested funds in the LLCs, and now seek to blame Mura and Turner for those investments. Indeed, these claimants chose to utilize the promissory notes they received from the various LLCs as consideration for an interest in another limited liability company called World Wide Medical Solutions, LLC in September, 2010.

Why did these individuals invest in the LLCs in the first place? Not because of David Mura. Three of the claimants themselves promoted the LLCs and obtained nearly all of the investors: Michael Faggiano, David Weaver, and Jamie Scalise. Stucco was Michael Faggiano's idea and he secured the financial backing of claimants Robert Faggiano, Charles Ferrara, Scott Laging, and Jamie Scalise. After being approached by Mike Faggiano, Jamie Scalise became actively involved with the operations of the companies and secured the funding of Frank Scalise, John Scalise, and Brian and Amber Thiel. David Weaver, not Mura, executed and delivered the promissory notes to many of these claimants.

Neither Michael Faggiano nor Weaver is alleged to have made any specific investments in the LLCs. That is because they never did. Nor do Faggiano or Weaver allege that Mura made any specific misrepresentations regarding the companies. That is because Michael Faggiano and Weaver were both actively involved in the companies themselves and they, not Mura, were responsible for any alleged misstatements to the other Claimants. Both Michael Faggiano and Jamie Scalise submitted sworn statements to the Securities and Exchange Commission stating that they, not anyone else, solicited numerous investors for the LLCs.

It is indeed curious that Weaver is included as a claimant in a joint claim brought by allegedly unknowing investors who were supposedly duped by Mura and J.P. Turner. In addition to executing the promissory notes, Weaver was responsible for developing business plans and projections for the companies. Weaver claimed to have extensive

experience in forming and operating start-up companies in the technology sector, including Tech Time Technologies, LLC, Sapphire Imaging, LLC, and Crystal Digital Corporation. Weaver also claimed to be a Senior Vice President at a Taiwanese optics company and, prior to that, an optical engineer at Eastman Kodak Company.

Further, Weaver is being sued by another of the claimants, Ken Campagna,[1] for fraud in connection with a 2010 business venture in Monroe County Supreme Court. Ster-O-Wave, LLC and Campagna v. Weaver, et al., Index No. 2011-7209. Campagna alleges in that litigation that Weaver induced him "to find investors for [the company] and Weaver would then explain to potential investors all of the facts associated with the investments." Weaver is alleged to have made materially false statements to investors and further that Weaver did not intend to utilize the funds obtained through Campagna's efforts for the purposes stated. Not surprisingly, claimants herein do not mention any role Weaver played in "explain[ing] to potential investors all of the facts associated with the investments" in the LLCs. However, that was in fact Weaver's role, not Mura's.

The same is true for Gerald Gordon and James Slocum, and the Amended Claim does not allege that Mura made any statements to them in connection with IGE, COD, or Stucco.

Moreover, some of the claimants herein actually utilized the services of a broker-dealer other than Turner to purchase promissory notes issued by Weaver on behalf of the LLCs. Contrary to claimants' allegations, Mura had no involvement with the process by which some of them purchased the promissory notes in their brokerage accounts and did not communicate with any other registered representative about any such transaction.

THE ROLE OF DARREN COON IN THIS ARBITRATION

The coming together of these various individuals to blame Dave Mura and Turner is not by happenstance. Rather, this action has been organized and promoted by someone not mentioned in the Amended Claim: Darren Coon. Mr. Coon is an inventor who conducted business with the LLCs and promoted his abilities to the claimants' herein. Coon was paid tens of thousands of dollars to develop and produce products from his ideas, but failed to do so. Coon further failed to return certain property that belonged to IGE. In 2010, IGE commenced a lawsuit to recover damages from Coon in Monroe County Supreme Court. Innovation Group Enterprises, LLC v. Coon, Index No. 2010-4810. That lawsuit remains pending. Coon has responded by filing investment-related complaints against Mura (despite the fact that Coon was not an investor) and by

[1] Campagna is not alleged to have invested any amount in the LLCs. Nor does Campagna allege that any specific statements were made to him by Mura, or provide any details about why any investment was unsuitable. Indeed, it is not clear from the Amended Claim what investment Campagna made for which he is seeking compensation.

actively seeking to convince individuals to join in the group action against Mura and J.P. Turner. As recently as October 22, 2011, Mr. Coon has been engaged in solicitation to encourage other Turner clients to join this arbitration.

Mr. Coon's in-laws, Brian and Patricia McCarthy, invested with the LLCs and are claimants herein. Mura did not communicate with the McCarthy's at the time of their investment.

THE DEPARTURE OF DAVID WEAVER

David Weaver's association with the LLCs ended in April, 2009, when he had a physical confrontation with Richard Popovic, and had to be restrained. Popovic was a former dean of the Simon School of Business at the University of Rochester who was brought in to promote business opportunities for the LLCs. At the meeting, Weaver claimed that certain products being purchased from a third party vendor cost $110 per unit, when they actually cost $60 per unit. It appeared to everyone present that Weaver might be getting undisclosed compensation from the vendor, and Weaver eventually admitted that $60 was the correct price. Confronted, Weaver physically approached Popovic with the apparent intent of striking him and was restrained by Mura. Police reports were filed and Weaver never again set foot on the premises. Weaver went on to work in some official capacity for that third party vendor, Image Express, before moving on o Ster-O-Wave.[2]

WORLD WIDE MEDICAL SOLUTIONS, LLC

In 2010, nearly all of the LLC investors who are claimants in this action used their interests in COD, IGE, and/or Stucco to obtain an interest in World Wide Medical Solutions, LLC (WWMS). This action was taken after a meeting of all investors where books and records of the LLCs were made available for inspection and review and a respected attorney from a well-regarded local law firm, Helen Zamboni. Zamboni addressed the process by which the investors (including claimants herein) could transfer their interests in the COD, IGE, and/or Stucco to WWMS if they chose to do so. Each of the claimants herein that invested in COD, IGE, and/or Stucco elected to transfer their units, and executed a "Contribution and Exchange Agreement" ("Exchange Agreement"). They also executed a document entitled "Amended and Restated Operating Agreement of Worldwide Medical Solutions, LLC, a New York Limited Liability Company" ("WWMS Operating Agreement). Each of the investors, including Claimants herein, was encouraged to seek advice from their own attorneys prior to executing the Exchange Agreement and the Operating Agreement.

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[2] According to his resume in Linked In, Weaver has been a director of comF5 International, Inc. since October, 2008, having served on the Audit and Compensation committees. comF5 was formerly known as Digital FX, the same company that is the subject of complaints by other claimants, including the Gordons.

SEVERAL CLAIMANTS HAVE VOLUNTARILY RELEASED ANY CLAIMS THEY MIGHT HAVE AGAINST DAVID MURA IN EXCHANGE FOR RECEIVING AN INTEREST IN WORLD WIDE MEDICAL SOLUTIONS, LLC

Exchange Agreements were executed many the claimants to this action, including Jamie Scalise, Robert Faggiano, Scott Laging, James Slocum, Michael Faggiano, Charles Ferrara, Jr., John Scalise, Franklin Scalise, and Brian Thiel. Each of those Exchange Agreements contained a paragraph entitled **"General Release"** whereby each of the claimants herein agreed to release COD, IGE, Stucco, WWMS and their respective members and managers (except David Weaver and Darren Coon) from all liability. It is clear from the WWMS Operating Agreement, signed by all LLC investors who are claimants herein, that David Mura is a member and a manager of WWMS and thus has been granted a release of all claims by the investors who signed the WWMS Operating Agreement. Indeed, Mura's name and signature appear on the Operating Agreement, as does his status as a member and a manager of WMMS in Schedule A.

In sum, any wrongdoing with respect to the LLCs was committed by certain of the claimants themselves, many of whom have and/or are currently accusing each other of similar wrongdoing. Further, this arbitration has been wrongly instigated and/or promoted by Darren Coon, who is being sued by one of the LLCs. Claimants' efforts to blame Mura are factually and legally unavailing.

Category 3: Investors in Publicly Traded Companies.

The last category of claims involves alleged unsuitability of recommendations by Mura to invest in certain publicly-traded companies. Some of these investments are more than six (6) years old and well outside of FINRA eligibility rules and barred by applicable statutes of limitation. Moreover, there is no specificity as to whom statements were made concerning the investments, how any statements were false or misleading, nor the investment objectives or risk tolerance of the particular claimants. Again, these claims are based upon innuendo and opportunistic lawyering.

No specific statements of wrongdoing are alleged with respect to their investments in publicly-traded companies. Campagna came to Turner's offices with a check for investing in Digital FX at the recommendation of another investor without ever having spoken to Mura, and represented in paperwork that the investment was consistent with his investment objectives, risk tolerance, income, and net worth. Some of the other claimants invested outside of Turner without the knowledge of Mura (e.g. – Robert Faggiano, Scott Laging, Brian McCarthy, and Franklin Scalise). The Nelsons and the Gordons were experienced investors with appropriate investment objectives, income and net worth who were fully advised of the risks associated with investments in the publicly-traded companies. Hollis was an experienced investor and business

person who had been the CEO of a publicly-traded company. In sum, Mura denies recommending any unsuitable investment to the claimants.

The only details provided concerning any alleged wrongdoing by Mura concerns the Gordons. The Amended Claim acknowledges that the Gordons were accredited investors with high net worth. The underlying premise of the claim is that Mura controlled the account and caused the Gordon's to trade excessively on margin in speculative securities. That premise is demonstrably wrong.

In 2005, the Gordons represented to J.P. Turner that their net worth exceeded $4 million, that they had good investment knowledge of stocks, options, and limited partnership, and that their primary investment objectives were speculation and capital appreciation. In 2010, the Gordons updated their investment profile to state that their net worth exceeded $3 million, that their risk tolerance was "Aggressive," and their investment objectives were (1) trading profits, (2) speculation, and (3) capital appreciation. The Gordons also signed margin disclosure forms, acknowledging the risks of trading on margin which were explained in detail, and also signed active account suitability letters, likewise detailing the risks of active trading. On several occasions Gerald Gordon purchased Digital FX shares against the advice of Mura, and executed letters acknowledging the highly speculative nature of the securities. All of the trades were executed by J.P. Turner and subject to Turner's compliance review. In sum, the Gordons were experienced and knowledgeable investors who communicated frequently with Mura, traded consistently in aggressive stocks, were very much in control of their accounts, and have no viable claims.

THE AMENDED CLAIM ADDS ONLY RHETORIC, AND REMAINS MERITLESS

While it is true that litigants and their counsel often look for strength in numbers, the claimants' efforts to obtain an award of damages from Mura should be soundly rejected in this instance. There simply is no logical connection between Amisano, the LLC investments, and investments in publicly-traded companies. The separate tales attempted to be woven by the joint statement of claim quickly unravel under close examination.

The primary source of information concerning the LLCs in this case was other claimants. Michael Faggiano and Jamie Scalise, who were motivated by the possibility of profit for themselves and their friends and family, made the communications and secured the investments of which claimants now complain. While claimants may now see the possibility of more immediate rewards in pursuing this arbitration, as recently as September, 2010 they chose to use the investments they had made in the LLCs in exchange for an investment in WWMS.

The fact that David Mura has a securities license does not make him automatically liable for claimants' voluntary investment decisions under applicable law.

Claimants make few allegations of specific misrepresentations made by Mura to specific claimants. Mura denies that he misrepresented anything. To the extent that Mura was making recommendations to certain of the claimants regarding securities purchases, he fulfilled his duties to recommend only suitable investments based upon the information provided to him by the claimants. Mura believes that he fulfilled every duty legally owed, if any, to the each of the claimants. In dealing with the claimants herein, Mura acted in good faith and had no intent to deceive or defraud any claimant. Finally, Mura disputes that the any losses alleged to have occurred were proximately caused by any breach of duty allegedly committed by Mura or J.P. Turner. To the extent losses have occurred, such losses were caused by third parties, market forces, and/or the actions of some of the claimants herein.

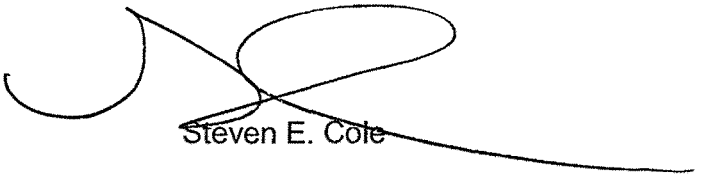
As set forth above, some of the claims which claimants appear to be asserting are more than six years old (and ineligible for FINRA arbitration) or otherwise barred by the applicable statutes of limitation. Further, the claims of several claimants may be barred on grounds of equity, laches, estoppel, and unclean hands, for the reasons set forth above and based upon the facts introduced at any hearing.

Finally, the releases executed by the claimants who signed the WWMS Exchange Agreement serves to bar any claim against Mura, and will serve as a basis for dismissal of all such claims upon motion or after the hearing.

CONCLUSION

Based upon the foregoing, Respondent David James Mura respectfully requests that the Joint Statement of Claim be dismissed in its entirety, and that he be awarded his costs and attorneys' fees in defending this arbitration.

Very truly yours,



Steven E. Cole

cc: Robert Pearl, Esq. (by e-mail)

SEC/kam

EXHIBIT 3

GENERAL RELEASE AND SETTLEMENT AGREEMENT

THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT (the "Agreement") is entered into by and between JOSEPH R. AMISANO, KENNETH L. CAMPAGNA, THE ESTATE OF ELIZABETH M. EDWARDS, MICHAEL FAGGIANO, ROBERT FAGGIANO, CHARLES G. FERERA, JR., GERALD S. and HERMINE GORDON, MARLYCE HOLLIS, THE ESTATE OF WILLIAM HOLLIS, SCOTT R. LAGING, SCOTT LAROCCA, BRIAN B. and PATRICIA J. MCCARTHY, FRED A. NELSON, JR. and CAROL J. NELSON, MILES RUSS, FRANKLIN J. SCALISE, JAMES P. SCALISE, JOHN F. SCALISE, JAMES SLOCUM, BRIAN and AMBER THIEL, and DAVID J. WEAVER (the foregoing parties shall be referred to herein as "Claimants") and DAVID MURA (hereinafter "Respondent").

RECITALS

A. A dispute has arisen concerning Claimants' dealings with MURA. Claimants initiated an action styled Joseph Amisano, et al. v. David James Mura; FINRA Case No. 11-02362 (the "Action").

B. Respondent denies all of Claimants' claims or allegations of wrongdoing.

C. Claimants and Respondent (collectively, the "Parties") now desire to settle, compromise and resolve all of Claimants' actual or potential disputes, claims, or actions against Respondent.

AGREEMENT

Accordingly, in consideration of the foregoing promises, conditions and covenants, the Parties stipulate and agree as follows:

1. Consideration

Subject to the terms and conditions of this Agreement, Mura shall, within twenty (20) business days of the receipt by his counsel of a copy of this Agreement and all Exhibits, fully executed by all Claimants, pay or cause to be paid to the Claimants the sum of $625,000 (Six Hundred Twenty Five Thousand dollars) by delivering a check payable to "The Pearl Law Firm, P.A." as attorneys for Claimants. Respondent also agrees to pay all expenses related to the mediation of this matter which took place on June 28, 2013 and thereafter by telephone, in the total amount of $5,000 (Five Thousand dollars). Claimants' signature on this Agreement shall be notarized.

2. Dismissal of Action

Within seven (7) days of receipt of payment, Claimants shall cause the Action to be dismissed with prejudice and Claimants' counsel shall provide evidence of that dismissal to Respondent's counsel.

3. **Claimants' Assignment of Interests in Unregistered Securities.**

The following Claimants shall execute the Agreement to Assign and Transfer Interests attached as Exhibit A:

KENNETH L. CAMPAGNA, MICHAEL FAGGIANO, ROBERT FAGGIANO, CHARLES G. FERERA, JR., GERALD S. and HERMINE GORDON, MARLYCE HOLLIS, THE ESTATE OF WILLIAM HOLLIS, SCOTT R. LAGING, SCOTT LAROCCA, BRIAN B. and PATRICIA J. MCCARTHY, FRED A. NELSON, JR. and CAROL J. NELSON, MILES RUSS, FRANKLIN J. SCALISE, JAMES P. SCALISE, JOHN F. SCALISE, JAMES SLOCUM, BRIAN and AMBER THIEL, and DAVID J. WEAVER.

4. **Release of Parties**

Claimants fully and forever release and discharge Mura and his heirs, successors, affiliates, and attorneys, as well as Columbia Casualty Company (collectively, the "Releasees"), and each of them, from any and all claims, demands, actions, causes of action, contracts, obligations, suits, debts, costs or liabilities, whether known or unknown, which Claimants ever had, now have, or may hereafter claim to have, against any of the Releasees on or before the last date of execution of this Agreement. This general release includes, but is not limited to, any such rights, claims, or causes of action relating to, arising out of, brought in, or that could have been brought in, the Action, or that relate in any way to dealings of any kind between Claimants and any of the Releasees on or before the last date of execution of this Agreement.

5. **Unknown Facts or Claims**

It is the Parties' intent that this Agreement shall apply to all claims, whether known, unknown or unanticipated. Furthermore, the general release provided above shall remain in effect as a full and complete release, notwithstanding the existence or subsequent discovery of any presently-unknown, different or additional facts or claims. Claimants expressly waive the right to argue or claim, under any statute, legal doctrine or precedent, that this General Release and Settlement Agreement does not extend to matters that Claimants did not know about or suspect to exist in Claimants' favor at the time the agreement was executed.

6. **Enforcement Actions**

The Parties agree that any dispute arising out of the Agreement shall be subject to binding arbitration before FINRA Dispute Resolution, Inc., and resolved in accordance with the FINRA's Code of Arbitration Procedure. The prevailing party in any such arbitration shall be entitled to be reimbursed by the losing party for all costs and expenses incurred as a result thereof, including, but not limited to, reasonable attorneys' fees.

7. **Tax Treatment**

Claimants acknowledge that Respondents have made no representations regarding the tax treatment of the payment described in paragraph 1 above and that Claimants are solely responsible for the tax consequences of such payment.

8. **No Admission of Liability**

The Parties agree that the fact that they are entering into this Agreement shall not be taken or construed to be an admission of liability on the part of any of them.

9. **Fees and Costs**

Except as provided herein, the Parties shall bear their own costs (including, but not limited to, forum or other arbitration fees) and attorneys' fees incurred in connection with the Action and this Agreement.

10. **Independent Advice**

The Parties respectively represent and certify that they secured independent legal advice and consultation in connection with this Agreement and any rights they may be relinquishing hereby, and that they have not relied upon any representations or statements made by any other party or by any other party's counsel or representatives in executing this Agreement, other than as stated herein expressly.

10. **Warranty of Authority**

Each signatory to this Agreement expressly warrants to the other parties that he, she or it has the authority to execute this Agreement on behalf of the party or parties to be bound by his, her or its signature, and on behalf of each and every principal or other owner of a legal, equitable or beneficial interest in such party or parties. Each signatory agrees that he, she or it will indemnify the other parties to this Agreement from any loss or damage resulting from a breach of this warranty of authority.

11. **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and is entered into by the Parties without reliance upon any statement, representation, promise, inducement or agreement not expressly contained herein. It is expressly understood and agreed that this Agreement may not be altered, amended, or otherwise modified in any respect except by a writing duly executed by all of the Parties.

12. Construction

Each party hereto and his, her or its respective counsel or representatives have had an opportunity to review and revise this Agreement and agree that the normal rules of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13. Parties Bound

The terms of this Agreement shall bind the Parties as well as their respective heirs, trustees, agents, beneficiaries, executors, administrators, predecessors, successors and assigns.

14. Confidentiality

Claimants and Claimants' counsel or representatives represent and agree that they will not discuss or disclose (or cause or allow to be disclosed) the facts or merits of the claims raised in the Action, the rulings or orders issued in the Actions, the existence or terms of this Agreement or the parties' settlement, or the substance of any document obtained through discovery in this case to any third party or entity without the prior written consent of Mura.

Furthermore, within ten (10) business days of the date of the last date of execution of this Agreement, counsel or representatives for Claimants shall return to counsel for Respondents any and all documents and copies thereof produced by Mura marked "CONFIDENTIAL" or shall certify in writing that all such documents have been destroyed.

Notwithstanding the foregoing, Claimants may disclose the existence and/or terms of this Agreement: (1) to tax advisors to the extent that such disclosure is necessary in the preparation of Claimants' tax returns, provided that Claimants first inform those advisors of the confidentiality provisions of this Agreement and they agree to abide by those provisions; (2) to immediate family members, provided that Claimant's first inform those family members of the confidentiality provisions of this Agreement and they agree to abide by those provisions; (3) in response to a valid subpoena, or as otherwise required by law, provided that Claimants, at the earliest opportunity, notifies Mura of any such subpoena or legal requirement to disclose so as to give Mura an opportunity to protect his interests. In addition, notwithstanding the foregoing, this confidentiality provision does not prohibit or restrict any party from responding to a request from, or otherwise communicating with, any securities regulatory agency or organization.

15. Non-Assignment

Claimants represent, warrant and certify that there has been no transfer or assignment, or attempted transfer or assignment, of any right, title or interest in or to any claim, action or cause of action that is being released and discharged pursuant to the general release provided above.

16. **Counterparts**

This Agreement may be executed in one or more counterparts, all of which counterparts shall be deemed to be one instrument upon execution of a counterpart by all signatories to this Agreement.

17. **Provisions Severable**

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstances, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to the unaffected persons or circumstances, shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

18. **Governing Law**

This Agreement shall be governed by the laws of the State of New York applicable to agreements made, and to be performed, therein and without resort to that State's conflict of law provisions or rules.

APPROVED AS TO FORM AND CONTENT:

Dated: 7/22, 2013

Print name: Jason J. Kane
Attorney for Claimants

Dated: 7/18/13, 2013

Print name: Steven E. Cole
Attorney for Respondent

[SIGNATURE PAGES TO FOLLOW]

Subject: FW: Amisano et al v. Mura; FINRA Case No. 11-02362

From: Steven Cole [redacted]

To: [redacted]

Date: Friday, August 30, 2013 10:26 AM

Dave,

Claimants have notified FINRA to dismiss the case, in accordance with the settlement.

Steve

From: Jason Kane [redacted]
Sent: Friday, August 30, 2013 10:40 AM
To: NEProcessingCenter@finra.org
Cc: Steven Cole
Subject: Amisano et al v. Mura; FINRA Case No. 11-02362

Dear Ms. Haynes,

Please see attached correspondence notifying FINRA of a settlement agreement and dismissing the case. Please inform the Panel at your earliest convenience.

Regards,
Jason

Jason J. Kane, Esq.

The Pearl Law Firm, P.A.

1159 Pittsford-Victor Road

Suite 220