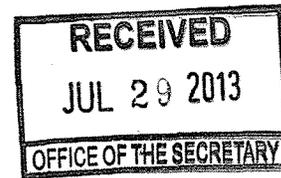


Petition For Review  
File No. 3-15045



Dear Sirs

This is my formal petition to adamantly oppose the default judgment taken against me in case no 3-15045. A call regarding procedure was scheduled for 1/29/13 I was notified of this by mail on 1/29/13 @ 4 30 pm 5 hours after the call was scheduled. Enclosed you will find a post marked copy of the envelope notifying me of the hearing that left the post office on 1/28/13. I have been denied due process and I believe that an 860,100 fine which would ruin my life forever should not be predicated on this sec caused oversight I have adequate defense which I also have enclosed and ask that the default be overturned

Sincerely David Mura

A handwritten signature in cursive script, appearing to read "David Mura".

ADMINISTRATIVE PROCEEDING  
FILE NO. 3-15045

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

RECEIVED  
JUL 29 2013  
OFFICE OF THE SECRETARY

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

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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

To: 3274200

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
MAIL STOP  
WASHINGTON, D.C. 20540  
OFFICIAL BUSINESS



3- 15045

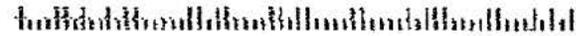
Mr. David Mura



146 N6F 1 A17C 84 01/28/13  
NOTIFY SENDER OF NEW ADDRESS



BC: 14616306206 \*2731-02493-23-44



14616306206



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

150 State Street, Suite 300 • Rochester, New York 14614  
585.327.4100 • fax 585.327.4200 • www.leclairkorona.com

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 pursuing 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,<sup>1</sup> 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

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<sup>1</sup> 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 to Ster-O-Wave.<sup>2</sup>

### **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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<sup>2</sup> 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.

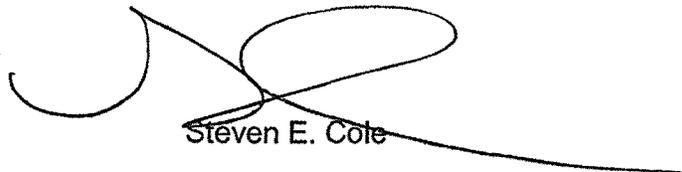
As set forth above, some of the claims which claimants appear to be asserting are more than six years old (and ineligible for FINRA arbitration) or otherwise barred by the applicable statutes of limitation. Further, the claims of several claimants may be barred on grounds of equity, laches, estoppel,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

ADMINISTRATIVE PROCEEDING  
FILE NO. 3-15045

UNITED STATES OF AMERICA  
Before the  
SECURITIES AND EXCHANGE COMMISSION  
July 12, 2013

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In the Matter of	:	
	:	ORDER DENYING MOTION
DAVID MURA	:	FOR RECONSIDERATION

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The Securities and Exchange Commission (Commission) instituted this proceeding against Respondent David Mura (Mura) on September 24, 2012, pursuant to Sections 15(b) and 21C of the Securities Exchange Act of 1934. I issued an Initial Decision on June 14, 2013. David Mura, Initial Decision Release No. 491 (June 14, 2013) (ID), p. 16. A Finality Order has not yet been issued.

On July 10, 2013, this Office received an email from Mura (First Email), which he asked to be construed as “notice of my appeal to reverse the [ID].” On July 11, 2013, this Office received another email from Mura (Second Email), in which he requested “reconsideration of your recent [ID].” The First Email was also sent to counsel for the Division of Enforcement (Division), although not to the Office of the Secretary, and there is no indication that the Second Email was sent to counsel for the Division.

Construing Mura’s First Email as a petition for review, I lack authority to act on it. Construing Mura’s Second Email as a motion for reconsideration, it is denied: there is no provision for it in the Commission’s Rules of Practice (Rules) and it was not properly served.

The First Email and the Second Email shall be entered into the record.

Mura is directed to transmit all further communications of any kind to this Office by hardcopy, in accordance with Rule 152. See 17 C.F.R. § 201.152. All further emails transmitted to this Office by Mura will be ignored.

SO ORDERED.

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Cameron Elliot  
Administrative Law Judge