

**Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Kathleen D. Enright (Claimant) vs. Park Avenue Securities, LLC, Mark Anthony DiGiacomo, and David Walter Coyman (Respondents)

Case Number: 05-01325

Hearing Site: New York, New York

Nature of the Dispute: Customer vs. Member and Associated Persons

REPRESENTATION OF PARTIES

Claimant Kathleen D. Enright hereinafter referred to as "Claimant": Lawrence A. Steckman, Esq., Lester Schwab Katz & Dwyer, LLP, New York, NY.

Respondent, Cross-Claimant, and Cross-Claim Respondent Park Avenue Securities ("Park Avenue"): John C. Kelly, Esq. and Betsy L. Serrano, Esq., McCarter & English, LLP, Newark, NJ.

Respondent, Cross-Claimant, and Cross-Claim Respondent Mark Anthony DiGiacomo ("DiGiacomo"): Riley E. Horton, Esq., Riley E. Horton, Jr., LLC, Maplewood, NJ.

Respondent and Cross-Claim Respondent David Walter Coyman ("Coyman") appeared *pro-se*.

CASE INFORMATION

Statement of Claim filed on or about: March 11, 2005.

Claimant signed the Uniform Submission Agreement: February 9, 2005.

Statement of Answer and Cross-Claim filed by Respondent Park Avenue on or about: June 10, 2005.

Answer to Cross-Claims filed by Respondent Park Avenue on or about: September 15, 2005.

Park Avenue signed the Uniform Submission Agreement: June 22, 2005.

Statement of Answer, Cross-Claims, and Answer to Cross-Claims filed by Respondent DiGiacomo on or about: May 11, 2005.

Amended Statement of Answer, Cross-Claims, and Answer to Cross-Claims filed by Respondent DiGiacomo on or about: August 26, 2005.

DiGiacomo signed the Uniform Submission Agreement: April 26, 2005.

Statement of Answer filed by Respondent Coyman on or about: March 31, 2005.

Coyman signed the Uniform Submission Agreement: June 12, 2006.

CASE SUMMARY

Claimants asserted the following causes of action: common law fraud, breach of contract, breach of fiduciary duty, unjust enrichment, control person liability, respondeat superior, and failure to supervise. The causes of action relate to McCarn's Allstate Finance 9% promissory notes.

Unless specifically admitted in its Answer, Respondent Park Avenue denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

Unless specifically admitted in its Answer to Cross-Claims, Cross-Claim Respondent Park Avenue denied the allegations made in Cross-Claimant DiGiacomo's Cross-Claims.

Cross-Claimant Park Avenue asserted the following causes of action: indemnity and contribution.

Unless specifically admitted in his Answer, Respondent DiGiacomo denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

Unless specifically admitted in his Answer to Cross-Claims, Cross-Claim Respondent DiGiacomo denied the allegations made in Cross-Claimant Park Avenue's Cross-Claims.

Cross-Claimant DiGiacomo asserted the following causes of action: indemnity and contribution.

Unless specifically admitted in his Answer, Respondent and Cross-Claim Respondent Coyman denied the allegations made in the Statement of Claim.

RELIEF REQUESTED

Claimants requested compensatory damages in an amount in excess of \$400,000.00 plus interest, punitive damages, costs, attorneys' fees, and such other and further relief as the Panel deems just and proper.

Respondent Park Avenue requested dismissal of the Statement of Claim in its entirety with prejudice, costs, attorneys' fees, and such other and further relief as the Panel deems proper, just and necessary.

Respondent Park Avenue requested dismissal of Cross-Claimant DiGiacomo's Cross-Claim in its entirety with prejudice, costs, attorneys' fees, and such other and further relief as the Panel deems proper, just and necessary.

In its Cross-Claim, Cross-Claimant Park Avenue requested indemnity and contribution for any Award against Park Avenue, attorneys' fees, consultant fees, expert fees, interest, costs, and such other and further relief as the Panel deems equitable and just.

Respondent DiGiacomo requested dismissal of the Statement of Claim in its entirety with prejudice, costs, attorneys fees, expungement of this matter from the CRD record

of DiGiacomo, and such other and further relief as this Panel deems just and proper.

In his Cross-Claim, Cross-Claimant DiGiacomo requested indemnity and contribution for any Award against DiGiacomo.

Respondent Coyman requested dismissal of the Statement of Claim in its entirety.

OTHER ISSUES CONSIDERED AND DECIDED

Claimant reached a settlement agreement with Respondent Park Avenue at the June 12, 2006 hearing, and no longer participated in the hearing.

Respondent Coyman did not appear at the June 16, 2006 hearing, but appeared via telephone where he waived his opportunity to present a defense or cross-examine witnesses who testified that day and made his closing argument. After Respondent DiGiacomo's closing arguments, Respondent Coyman no longer participated in the hearing.

The parties agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be executed.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent Coyman is liable for and shall pay to Claimant compensatory damages in the amount of \$55,000.00.
2. Respondent Coyman is liable for and shall pay to Claimant punitive damages in the amount of \$100,000.00 pursuant to Mastrobuono v. Shearson Lehman Hutton 20 F.3d 713 (7th Cir. 1994), rev'd on other grounds, 514 U.S. 52 (1995).
3. Respondent DiGiacomo is liable for and shall pay to Claimant compensatory damages in the amount of \$30,000.00.
4. Respondents are liable for and shall pay to Claimant attorneys' fees in the following amounts: Park Avenue - \$78,455.00, Coyman - \$4,615.00, DiGiacomo - \$4,615.00 and Enright - \$4,615.00 pursuant to Mastrobuono v. Shearson Lehman Hutton 20 F.3d 713 (7th Cir. 1994), rev'd on other grounds, 514 U.S. 52 (1995) and Paine Webber Inc. v. ByByk No 94 CIV 3104, 1995 U. S. Dist. LEXIS 5317, at 3 (SDNY, April 21, 1995).
5. Any and all relief not specifically addressed herein, including punitive damages, is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$ 300.00
Cross-claim filing fee	= \$ 1,000.00
Cross-claim filing fee	= \$ 300.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated persons at the time of the events giving rise to the dispute. Accordingly, Park Avenue Securities, LLC is a party.

Member surcharge	= \$ 1,700.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 2,750.00

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted or each decision rendered on a discovery-related motion on the papers. A session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with single arbitrator @ \$450.00/session	= \$ 450.00
Pre-hearing conference: April 4, 2006	1 session

Three (3) Pre-hearing sessions with Panel @ \$1,125.00/session	= \$ 3,375.00
Pre-hearing conferences: October 25, 2005	1 session
May 10, 2006	1 session
May 22, 2006	1 session

Ten (10) Hearing sessions @ \$1,125.00/session	= \$11,250.00
Hearing Dates: June 12, 2006	2 sessions
June 13, 2006	2 sessions
June 14, 2006	2 sessions
June 15, 2006	2 sessions
June 16, 2006	2 sessions

Total Forum Fees	= \$15,075.00
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1. The Panel has assessed \$3,303.75 of the forum fees against Claimant.
2. The Panel has assessed \$3,303.75 of the forum fees against Respondent Coyman.
3. The Panel has assessed \$3,303.75 of the forum fees against Respondent DiGiacomo.
4. The Panel has assessed \$5,163.75 of the forum fees against Respondent Park Avenue.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$ 3,303.75
Total Fees	= \$ 3,603.75
Less payments	= \$ 1,425.00
Balance Due NASD Dispute Resolution	= \$ 2,178.75

2. Respondent Park Avenue is solely liable for:

Member Fees	= \$ 5,200.00
Cross-Claim Filing Fee	= \$ 1,000.00
Forum Fees	= \$ 5,163.75
Total Fees	= \$11,363.75
Less payments	= \$ 7,325.00
Balance Due NASD Dispute Resolution	= \$ 4,038.75

3. Respondent DiGiacomo is solely liable for:

Cross-Claim Filing Fee	= \$ 300.00
Forum Fees	= \$ 3,303.75
Total Fees	= \$ 3,603.75
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 3,603.75

4. Respondent Coyman is solely liable for:

Forum Fees	= \$ 3,303.75
Total Fees	= \$ 3,303.75
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 3,303.75

All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Catherine Tinker, Esq.	-	Public Arbitrator, Presiding Chairperson
Thomas Hanford Bach, Esq.	-	Public Arbitrator
William T. Brice	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument, which is my award.



Catherine Tinker, Esq.
Public Arbitrator, Presiding Chairperson

6-26-06
Signature Date

Thomas Hanford Bach, Esq.
Public Arbitrator

Signature Date

William T. Brice
Non-Public Arbitrator

Signature Date

June 28, 2006

Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL


Catherine Tinker, Esq.	-	Public Arbitrator, Presiding Chairperson
Thomas Hanford Bach, Esq.	-	Public Arbitrator
William T. Brice	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

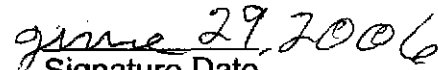
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Catherine Tinker, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date



Thomas Hanford Bach, Esq.
Public Arbitrator



Signature Date

William T. Brice
Non-Public Arbitrator

Signature Date

June 28, 2006

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Catherine Tinker, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Thomas Hanford Bach, Esq.
Public Arbitrator

Signature Date



William T. Brice
Non-Public Arbitrator

6/20/06

Signature Date

June 28, 2006
Date of Service (For NASD Dispute Resolution use only)