

AWARD

NASD Regulation, Inc.

In the Matter of the Arbitration Between

Name of Claimant

Comprehensive Capital Corporation

96-05073

Name of Respondent

Michael Vincent Scillia

REPRESENTATION

For Claimant Comprehensive Capital Corporation ("Comprehensive"): Howard N. Kahn, Esq. of Kramer, Green, Zuckerman, Kahn & Greene, P.A., Hollywood, Florida.

For Respondent Michael Vincent Scillia ("Scillia"): Mark J. Berkowitz, Esq. of Mark J. Berkowitz, P.A., Fort Lauderdale, Florida.

CASE INFORMATION

Statement of Claim filed: November 8, 1996.

Amended Statement of Claim filed: December 10, 1996.

Claimant's Submission Agreement/Corporate Acknowledgment signed: November 27, 1996 by Olga Scoppa, President, on behalf of the firm.

Statement of Answer and Counterclaim filed: February 28, 1997.

Respondent's Submission Agreement signed: February 28, 1997.

Claimant's Statement of Answer to the Counterclaim filed: March 21, 1997.

HEARING INFORMATION

On March 25, 1997, July 17, 1997, May 18 and 29, 1998 and July 14, 1998, the arbitration panel conducted pre-hearing conferences which lasted five (5) sessions.

On March 26, 29 and 30, 1999, and May 26, 27 and 28, 1999, the arbitration panel conducted the evidentiary hearing which lasted eleven (11) sessions.

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CASE SUMMARY

Claimant alleged that it is due monies from Respondent pursuant to a Termination Agreement ("the Agreement") dated March 24, 1994; that pursuant to the terms of the Agreement, Respondent was obligated to repay it (Claimant) \$70,800.00; that the Agreement provided certain offsets for Respondent leaving the remaining balance due on or about September, 1995; and that between March 24, 1994 and September, 1995, \$1,500.00 was repaid to Claimant, leaving a balance due and owing in the amount of \$69,300.00, by Respondent to Claimant.

Respondent denied the material allegations of wrongdoing contained in the Amended Statement of Claim and maintained that the Termination Agreement did not create a promissory relationship between Claimant and Respondent. Respondent further asserted a counterclaim against Claimant based upon his entitlement to profit sharing; monies resulting from Respondent's involvement in the Americare and Medwaste transactions; and, reimbursement for the improper confiscation of Respondent's personal property. Respondent further alleged that he invested substantial personal funds in the promotion of Claimant's business for which he should be compensated.

Claimant denied the allegations of wrongdoing contained in the counterclaim and alleged that the Agreement, by its own terms, extinguished and released any and all claims Respondent may have against Claimant.

RELIEF REQUESTED

Claimant requested an award of compensatory damages in the amount of \$69,300.00 plus pre-judgment interest, costs, attorneys' fees and such other and further relief deemed just and proper by the arbitration panel. Further, Claimant requested a dismissal of the counterclaim in its entirety.

Respondent requested a dismissal of the claim and relief on his counterclaim in the approximate amount of 137,200.00 plus interest, costs, attorneys' fees and such other and further relief deemed just and proper by the arbitration panel.

OTHER ISSUES CONSIDERED & DECIDED

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered. In either case, the parties have agreed to receive copies of the Award while the originals remain on file with NASD Regulation, Inc.

The parties did not stipulate regarding the arbitration panel's authority to address the issue of attorneys' fees.

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AWARD

After considering the pleadings, the testimony and the evidence presented at the hearing and post hearing submissions (if any), the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent is found liable and shall pay to Claimant the sum of \$69,300.00 plus interest at the rate of 12% per annum from April 1, 1996 to the date of payment of the Award.
2. The issue of entitlement to and the amount, if any, of attorneys' fees and costs shall be determined by a court of competent jurisdiction.
3. Respondent's counterclaim is denied in its entirety.

FORUM FEES

Pursuant to Rule 10205(b) of the Code of Arbitration Procedure (the "Code"), a hearing session is any meeting between the parties and the arbitration panel, including a pre-hearing conference with an arbitrator, which lasts four (4) hours or less.

Pursuant to Rule 10205(c) of the Code, the arbitration panel has assessed forum fees in the amount of \$12,000.00 (five (5) pre-hearing conferences (panel) x \$750.00 + eleven (11) hearing sessions x \$750.00) as follows:

Respondent Scillia is assessed forum fees in the amount of \$12,000.00 for which NASD Regulation, Inc. shall retain the 2,000.00 previously deposited by Respondent in partial satisfaction thereof leaving a balance due to NASD Regulation, Inc. by Respondent of \$10,000.00.

OTHER FEES

Pursuant to Rule 10205 of the Code, Claimant has paid to NASD Regulation, Inc. the claim filing fee of \$500.00.

Pursuant to Rule 10205 of the Code, Respondent has paid to NASD Regulation, Inc. the counterclaim filing fee of \$500.00.

Pursuant to Rule 10333 of the Code, Claimant has paid to NASD Regulation, Inc. the member surcharge of \$350.00.

Pursuant to Rule 10319(b) of the Code, Claimant has paid to NASD Regulation, Inc. the adjournment fee of \$750.00 for the hearings scheduled for October 1, 2, 5 and 6, 1998.

Pursuant to Rule 10319(b) of the Code, Respondent has paid to NASD Regulation, Inc. the adjournment fee of \$750.00 for the hearings scheduled for March 30 and 31, 1999.

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Fees are payable to the NASD Regulation, Inc., Office of Dispute Resolution.

ARBITRATION PANEL

Concurring Arbitrators' Signatures

/s/
Steven A. Hurst

Industry/Chairperson

/s/
Carl J. Hegner

Industry/Panelist

/s/
Ralph H. Emer

Industry/Panelist

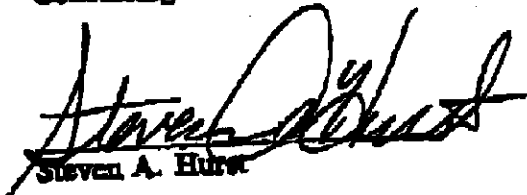
Date of Decision: June 29, 1999

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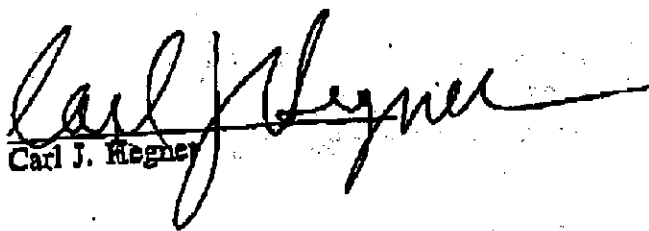
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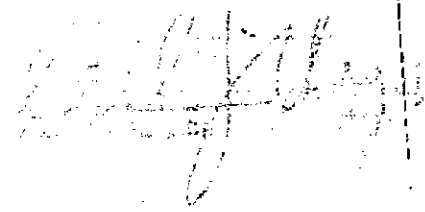
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Industry/Chairperson

Carl J. Hegner

Industry/Panelist

Ralph H. Emer 06/28/99

Industry/Panelist

Date of Decision: