



Arbitration

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

National Association of
Securities Dealers, Inc.
NASD Financial Center
33 Whitehall Street
New York, N.Y. 10004
FAX (212) 858-4389

In the Matter of the Arbitration Between

Name of Claimant

Dean Witter Reynolds Inc.

91-03270

Name of Respondent

Mark Perrone

REPRESENTATION

For Claimant: Erica Bunin, Esq. of Dean Witter Reynolds, Inc.

For Respondent: Barry R. Smith, Esq. of the law firm of Kenney, Conley,
Sullivan & Smith, P.C.

CASE INFORMATION

Statement of Claim filed: October 17, 1991.

Claimant's Submission Agreement signed on: October 11, 1991.

Statement of Answer filed by Respondent Mark F. Perron on: December 23, 1991.

Respondent Mark F. Perron's Submission Agreement signed on: December 20,
1991.

HEARING INFORMATION

Hearing Date/Sessions: Not-applicable.

Location: Not-applicable.

CASE SUMMARY

Claimant alleged that Respondent Mark Perron ("Perron") was employed as an Account Executive by the Claimant and for value received Perron executed and delivered to Claimant an Account Executive Credit Facility Agreement ("Agreement") and a Promissory Note ("Note") in the principal amount of \$18,528 which he received and was payable by Perron in

three installments. Claimant alleged that upon termination of Respondent Perron's employment Respondent agreed the unpaid balance of \$12,352 on the Note, would become immediately due and payable. Claimant alleged that Respondent Perron breached this agreement when upon termination Perron failed to pay the principal sum of \$12,352 plus accrued interest at the rate of 10% from April 14, 1989, all of which is due and owing under the note. Claimant alleged that written demands for payment were sent to Respondent Perron and that Perron continued his refusal to fulfill his debt obligations.

Respondent maintained that there was not a breach of any promises contained in the Note. Respondent maintained that he was due a back-end bonus in an amount equal to 15% of his production for the first calendar year of employment. Respondent maintained that his compensation and back-end bonus arrangement would have offset any debt owed by him to the Claimant and that upon termination of Respondent's employment with Claimant, Respondent directed Frank Kale, the manager of the office in which Respondent worked to offset any amount due on the Promissory Note against the bonus amount due and payable to Perron. Respondent maintained that two years passed after the direction by Respondent to offset any amount due by him on the Note until the time this action was filed against him with the NASD and that as a result of this time gap, the Claimant is guilty of unreasonable delay and laches in asserting its claim for monies allegedly due by the Respondent.

RELIEF REQUESTED

Claimant requested:

- (a) The principal amount of \$12,352.00 due and owing under the Note.
- (b) Accrued interest at the contract rate of 10% from April 14, 1989 through the date of the arbitration award.
- (c) Attorney's fees incurred by Dean Witter Reynolds, Inc. in this arbitration.
- (d) The costs of this arbitration.

Respondent Perron requested that Claimant's request for payment be denied and that Perron be awarded his costs and attorney's fees incurred in connection with the arbitration.

AWARD


The attached settlement agreement and stipulation are incorporated and made part of this award.

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FORUM FEES

Pursuant to Section 44c of the Code of Arbitration Procedure, the National Association of Securities Dealers, Inc. shall retain the \$500.00 claim filing fee and the \$600.00 hearing session deposit previously deposited by the Claimant.

ARBITRATOR SIGNATURE


John Hansen

Date of Decision: July 23, 1992

SETTLEMENT AGREEMENT

This Agreement is made by and between Dean Witter Reynolds Inc. ("Dean Witter") and Mark Perron ("Perron") as of June 15, 1992.

Recitals

A. Perron was employed as an Account Executive by Dean Witter from February 1988 to April, 1989.

B. On or about October 8, 1991, Dean Witter filed an arbitration claim against Perron with the National Association of Securities Dealers, Inc. (Dean Witter Reynolds Inc. v. Mark Perron, NASD No. 91-03270) (hereinafter "the Arbitration Claim").

C. The parties wish to compromise the dispute raised by the Arbitration Claim.

Agreement

In consideration of the mutual promises made herein, and for other good and valuable consideration, the parties agree as follows:

1. Perron will pay to Dean Witter the principal sum of \$6,000 to be paid as follows:

(a) \$3,000 upon the return by Perron to Dean Witter of an executed copy of this Agreement, but in no event later than June 15, 1992;

(b) \$1,000 on the 1st day of each month commencing July 1, 1992 and continuing monthly through September 1, 1992.

2. Perron hereby agrees to entry of a Stipulation and Award with the National Association of Securities Dealers, Inc. A true and correct copy of the Stipulation and Award is attached hereto as Exhibit A. The Stipulation and Award will form a part of the Settlement Agreement and will be held in escrow by Dean Witter pending full compliance by Perron with the terms of this Agreement.

3. If any installment is not paid when due as described in Paragraph 1, the sum of \$12,352, less all payments previously made, will become immediately due and payable. In the event of such default in payment, Dean Witter will forward written notice of default to Perron, c/o Barry R. Smith, Esq., Kenney, Conley, Sullivan & Smith, P.C., 128 South Building, Suite 218, Grandview Road, P. O. Box 91139, Braintree, MA 02184. Perron will have 10 days from the date of said notice to cure the default. If Perron fails to cure within 10 days, Dean Witter will proceed to confirm the Award in accordance with the terms of paragraph 4 below. In such case, Perron will be liable for all costs associated therewith and with subsequent collection, including Dean Witter's reasonable attorney's fees.

4. In the event of default in any of the terms hereof which is not cured as specified in paragraph 3 herein, Dean Witter will have the right immediately to institute an action to confirm the Award in any court having jurisdiction thereof, and Perron hereby waives any defenses, cross-claims, statutes of

limitations or countersuits which he might otherwise assert in defense of, or in opposition to, any such action.

5. Dean Witter and Perron agree that the terms of this settlement and this Settlement Agreement shall remain confidential and neither party shall disseminate any information concerning this Settlement Agreement or reveal any contents of this Settlement Agreement, except that the parties may reveal the contents and terms of the Settlement Agreement to their investors, accountants, employees and counsel, or for any disclosure required by law, when necessary in the listing of any assets and liabilities, or as is necessary to take action or legal action to enforce this Settlement Agreement or based upon this Settlement Agreement.

6. Upon full compliance with the terms of this Settlement Agreement, the undersigned parties hereby fully, completely and finally remise, release, acquit, discharge and hold each other harmless, their insurers, successors, representatives, assigns and any and all other persons, firms, organizations and/or corporations whatsoever having any liability, either directly or indirectly, vicariously, or by way of indemnification, from all causes of action, claims, demands, damages, costs and expenses of every type, kind and character, on account of or as result of or in any manner arising out of the claims or issues asserted or which could have been asserted in the arbitration entitled Dean Witter Reynolds Inc. v. Mark Perron, NASD Arbitration No. 91-03270, provided however, that Dean Witter does not release the

right to file claims, cross claims, or third-party claims in connection with a claim asserted by any third party or person in any action filed by a third party or person whose account was serviced by Perron while employed by Dean Witter, nor does Perron waive his rights to assert defenses, cross-claims or counterclaims in connection with any such action.

7. Upon the execution of this Agreement and the attached Stipulation and Award by Perron, Dean Witter will dismiss the Arbitration Claim.


8. If any provision of this Agreement is declared to be void or unenforceable, then the balance of the Agreement will be severed and to that extent enforced.

9. No modification, alteration or cancellation of this Agreement will be effective except in writing signed by both of the parties hereto.

10. Each of the parties hereto has entered into this Agreement as of its own free will and each represents and acknowledges that it has been represented by counsel, read the terms of this Agreement and fully understands the contents thereof.

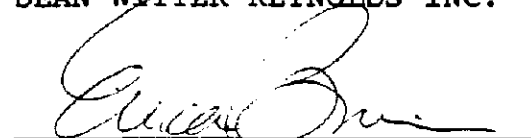
11. This Agreement will be governed by, and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

Dated: 6/15/92


Mark Perron

Dated: 6/19/92

DEAN WITTER REYNOLDS INC.

By: 
Erica Bunin, Esq.
First Vice President and
Assistant General Counsel

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

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In the Matter of the Arbitration :
Between :
 :
 :
DEAN WITTER REYNOLDS INC., : STIPULATION AND AWARD
 : NASD ARBITRATION
Claimant, : No. 91-03270
 :
-and- :
 :
MARK PERRON, :
 :
Respondent. :
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Claimant and Respondent, hereby agree and stipulate to entry of the following award in the above captioned arbitration in full and final settlement of all claims and disputes between the parties:

1. Mark Perron ("Perron") and Dean Witter Reynolds Inc. ("Dean Witter") agree to settlement of Dean Witter's claim in the amount of \$12,352 against Perron arising out of a certain Promissory Note signed by Perron on February 25, 1988 by Perron paying to Dean Witter the compromised principal sum of \$6,000, payable in accordance with the terms of the attached Settlement Agreement.

2. If Perron should fail to make any payment on or before the dates and in at least the amounts agreed upon by the parties, it is stipulated that Dean Witter shall be owed by Perron under this Stipulation and Award the sum of \$12,352, representing the

full amount of Dean Witter's claim, less any payments previously made.

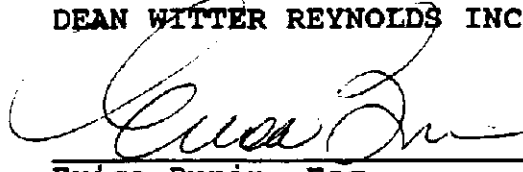
RESPONDENT


Mark Perron

Date: 6/15/92

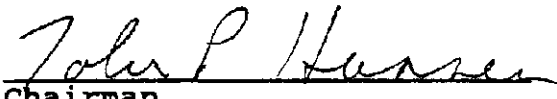
CLAIMANT

DEAN WITTER REYNOLDS INC.


Erica Bunin, Esq.
First Vice President and
Assistant General Counsel

Date: 6/9/92

The undersigned being the arbitrator(s) selected to determine the above captioned matter pursuant to an Agreement to Arbitrate contained in Agreement dated February 25, 1988 between the parties, hereby enter the above Stipulation and Award.


Chairman

John P. Hansen

Date: 7-15-92