

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimants

Robert Pewitt

Nancy Pewitt

NASD Arbitration
No. 92-01315

Name of Respondents

Dean Witter Reynolds, Inc.

Ken Mattson

Allan Bud Stevenson

REPRESENTATION

For Claimant: Richard Sacks - Investors Recovery Service - Novato, Ca.

For Respondents, Dean Witter Reynolds, Inc. and Allan Bud Stevenson: David P. Restaino - Dean Witter Reynolds, Inc. San Francisco, Ca.

For Respondent, Ken Mattson - Timothy J. LeFever, Esq. - LeFever, LeFever and Mattson, Vacaville, California.

CASE INFORMATION

Statement of Claim filed: April 14, 1992

Claimants' Submission Agreement signed: March 20, 1992

Statement of Answer filed by Respondents: Dean Witter Reynolds, Inc., on June 15, 1992

Statement of Answer filed by Respondent, Ken Mattson, on October 5, 1992

Statement of Answer filed by Respondent, Allan Bud Stevenson, on May 6, 1992

Respondent, Dean Witter Reynolds, Inc.'s Submission Agreement signed: June 12, 1992

Respondent, Allan Bud Stevenson's Submission Agreement signed: May 29, 1992

HEARING INFORMATION

Pre-Hearing Conference: None

Hearing Dates/Sessions: March 10, 1993 - Two Sessions
 March 12, 1993 - Two Sessions

Hearing Location: San Francisco, California

CASE SUMMARY

Claimants alleged that Respondent, Ken Mattson (Mattson), while employed by Respondent, Dean Witter Reynolds, Inc. (DWR), sold a \$25,000.00 interest in Food Pavilion One, a limited partnership. Claimants alleged that they did not meet the minimum financial requirements necessary and that Respondents, Dean Witter Reynolds, Inc., and Respondent Allan Bud Stevenson failed to adequately supervise Respondent Mattson during the course of his dealings with Claimants.

Respondent, Kenneth W. Mattson, alleged that he was not a proper party to the arbitration in that the matter did not arise out of his prior business registration with Dean Witter Reynolds, Inc. and that Claimants are barred under the doctrine of unclean hands by giving false information regarding their suitability.

Respondents, Dean Witter Reynolds, Inc., and Allan Stevenson, by way of joint answer and motion to dismiss, alleged that the partnership at issue was not a DWR product nor did they syndicate, underwrite, promote or approve the partnership.

RELIEF REQUESTED

Claimants seek reimbursement of the \$25,000.00 investment, 10% interest for approximately three years plus costs and recovery fees.

Respondent, Kenneth W. Mattson, seeks dismissal of the claim and costs.

Respondents, Dean Witter Reynolds, Inc. and Allan Stevenson, seek dismissal of the claim in its entirety plus costs.

OTHER ISSUES CONSIDERED & DECIDED

Respondent, Kenneth Mattson, submitted a motion to dismiss with the NASD claiming that the NASD did not have jurisdiction to hear the claims made against him. The Director of Arbitration determined that Claimant's allegations were sufficient to require him to arbitrate this controversy pursuant to Section 12(a) of the NASD Code of Arbitration Procedure.

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 conformed copies of the Award while the originals remain on file with the NASD.

AWARD

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

1. Respondent, Kenneth Mattson, is solely liable and shall pay to the Claimants, Robert and Nancy Pewitt, the sum of Twenty Five Thousand Dollars and No Cents (\$25,000.00). In return therefore, Claimants, Robert and Nancy Pewitt shall relinquish all rights, title and interest, in their ownership share of Food Pavilion One, a California Limited Partnership, free of all encumbrances, to Kenneth Mattson, solely.

2. Respondents, Kenneth Mattson, Allan Stevenson and Dean Witter Reynolds, Inc., are jointly and severally liable and shall pay to Claimants, Robert and Nancy Pewitt, the sum of Seven Thousand Dollars and No Cents (\$7,000.00) representing interest on the above principal amount.
3. The parties shall each bear their respective costs and fees including recovery and/or attorneys' fees.
4. The NASD shall retain the the \$260.00 hearing session fee previously deposited by the Claimants.
5. Claimants are assessed and shall pay to the NASD the sum of \$240.00 representing unpaid fees for this claim.

FORUM FEES

Pursuant to Section 43c of the Code of Arbitration Procedure, the following forum fees are assessed:

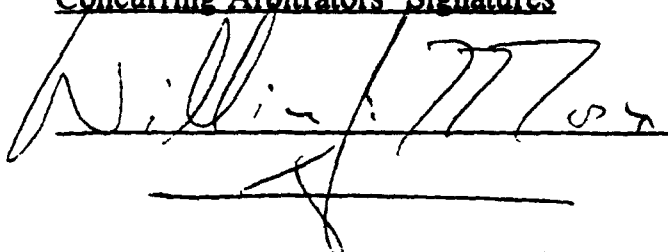
Respondents, Kenneth Mattson, Allan Stevenson and Dean Witter Reynolds, Inc. are jointly assessed forum fees in the amount of \$1,600.00 representing fees for four hearing sessions at \$400.00 each.

Fees are payable to the National Association of Securities Dealers, Inc.

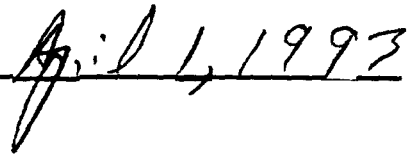
ARBITRATORS

Public/Industry
Public Panelist
Industry Panelist
Public Chairperson

Concurring Arbitrators' Signatures



Date of Decision: _____

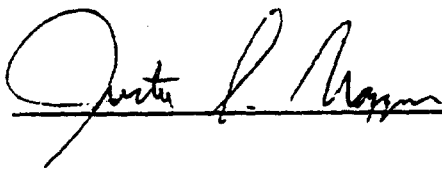


Served 4/20/1993

ARBITRATORS

Public/Industry
Public Panelist
Industry Panelist
Public Chairperson

Signatures



Date of Decision: 4/8/93

Served 4/20/1993