

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimants

Ted & Nadine A. Mouras

90-02796

Name of Respondents

Boucher, Oehmke & Company
Bryce Boucher
Donald E. Oehmke
Richard R. Quinn
Lorin W. Surpliss
John W. Hutchison (Voluntary Submission)

REPRESENTATION

Claimants were represented by Thomas A. Curti, Esq., P.C. of Tucson, Arizona.

Respondent, Richard R. Quinn, appeared pro se.

Respondent, Boucher, Oehmke & Company did not enter an appearance.

Respondent Bryce Boucher did not enter an appearance.

Respondent Donald E. Oehmke did not enter an appearance.

Respondent Lorin W. Surpliss was represented by David Lieberthal, Esq. of Tucson, Arizona.

Respondent John W. Hutchison was served voluntarily as a non-member of the NASD and chose not to submit to arbitration. Since Hutchison chose not to submit to arbitration, the NASD removed Hutchison as a Respondent from this arbitration matter.

CASE INFORMATION

Statement of Claim filed by Claimants Ted and Nadine Mouras on October 5, 1990.

Claimant's Submission Agreement was signed on September 24, 1990.

Statement of Answer filed by Respondent, Richard R. Quinn on December 27, 1990.

Respondent, Richard R. Quinn's Submission Agreement was signed on December 18, 1990.

Respondents, Boucher, Oehme & Company did not submit an Answer or Submission Agreement.

Respondent, Donald E. Oehme did not submit an Answer or a Submission Agreement.

Respondent, Bryce Boucher did not submit an Answer or a Submission Agreement.

Respondent, Lorin W. Surpliss filed an Answer on January 15, 1991.

Respondent, Lorin W. Surpliss' Submission Agreement was signed on January 2, 1991.

HEARING INFORMATION

Hearing Date/Sessions: December 17, 1991 for One (1) hearing session.

Hearing Location: Tucson, Arizona.

CASE SUMMARY

Claimants, Ted and Nadine Mouras, ("Claimants") alleged fraud and misrepresentation in connection with the purchase of 8 units of Annet Telecommunications Group II, a limited partnership, ("the partnership") through Respondent, Lorin W. Surpliss ("Surpliss"), a broker with Respondent, Oehme & Company ("Boucher, Oehme"). Claimants alleged they were told by Surpliss that they would receive a monthly check of between 12% and 15% interest on their investment in the partnership and the partnership was a sure thing that was solid and safe.

Respondent Richard R. Quinn alleged that he was a 10% non-voting stockholder in Boucher-Oehme and was not a party to the partnership which Claimants purchased. Quinn alleged that he never met the Claimants and they were not his clients.

Respondent, Lorin W. Surpliss denied the allegations of the claimant and asserted that the allegations of fraud by him in his dealings with Claimants were unfounded as alleged against him. Surpliss denied representing that the partnership had no risk, was a sure thing, or told the Claimants to disregard the suitability requirements in the prospectus. Surpliss asserted that the risks were specifically outlined in the subscription agreement, the offering memorandum and in his presentation of the investment to the Claimants.

Respondents, Boucher-Oemke & Company, Donald E. Oemke and Bryce Boucher failed to answer the claim.

RELIEF REQUESTED

Claimants requested return of the \$20,000 invested in the partnership. Respondent Quinn requested dismissal of the claim.

Respondent Surples requested dismissal of the claim.

As previously indicated elsewhere in the award, the other respondents did not file written answers to the claim with relief requests for the panel to consider.

OTHER ISSUES CONSIDERED & DECIDED

The parties present at the hearing on December 17, 1991 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, those parties have agreed to receive conformed copies of the Award while the originals remain on file with the NASD.

Respondent Surples filed a petition in bankruptcy on December 16 or 17, 1991. Respondent Boucher filed a petition in bankruptcy on October 24, 1991. Respondent Oemke filed a petition in bankruptcy on July 25, 1991. These Respondents are entitled to the protection afforded them under the federal bankruptcy laws and this arbitration is therefore stayed as against these Respondents.

Respondent Hutchison was served by the NASD on a voluntary basis since he was not an associated person of an NASD member firm. Hutchison did not submit voluntarily to arbitration and was therefore removed as a Respondent from this proceeding by the NASD.

The arbitration panel determined that Boucher-Oemke & Company received notice of the statement of claim pursuant to Section 25 of the NASD Code of Arbitration Procedure and the hearing notice in accordance with Sections 24, 25 and 26 of the NASD Code. The panel determined to proceed in the absence of this Respondent at the hearing on December 17, 1991 and this Respondent will be bound by the panel's determination on all issues submitted.

AWARD

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

1. The claim asserted against Respondent Quinn by Claimants shall be and is hereby denied and dismissed in its entirety; and,
2. Boucher-Oehmke & Company is liable for and shall pay to the Claimants the sum of \$20,000.

FORUM FEES

Pursuant to Section 43c of the Code of Arbitration Procedure, the following Forum Fees are assessed. The NASD shall retain the \$120.00 non-refundable filing fee paid by the Claimants and the hearing session deposit of \$400.00. Respondent Boucher-Oehmke & Company shall directly reimburse Claimant for this sum of \$520.00. Forum Fees were calculated on the basis of \$400.00 per hearing session.

Concurring Arbitrators' Signatures

Name

Victor Wright, Esq.
Chairperson/Public Arbitrator

Dated

Louise R. Wakem
Louise R. Wakem
Panelist/Public Arbitrator

2/18/92
Dated

Larry K. Wetterschneider
Panelist/Industry Arbitrator

Dated

Date of Decision: December 18, 1991

Date Award Served By The NASD: _____

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Victor Wright, Esq.
Chairperson/Public Arbitrator

Feb. 21, 1982
Dated

Louise R. Wakam
Panelist/Public Arbitrator

Dated

Larry K. Wetterschneider
Panelist/Industry Arbitrator

Dated

Date of Decision: December 18, 1991

Date Award Served By The NASD:

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1. The claim asserted against Respondent Quim by Claimants shall be and is hereby denied and dismissed in its entirety; and,
2. Boucher-Oehmke & Company is liable for and shall pay to the Claimants the sum of \$20,000.

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Larry K. Watterschneider
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2/21/92
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