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SEP 23 1991

M.S.R.B.

In the Matter of the Arbitration between :
:
:
Claimant, :
:
v. :
:
BOETTCHER & COMPANY, INC., NOW BOETTCHER & :
COMPANY, A DIVISION OF KEMPER SECURITIES :
GROUP, INC. and JOHN GIVENS, :
Respondents. :

AWARD

MS 90-67

The Undersigned, pursuant to section 31 of MSRB rule G-35, hereby state as follows:

CASE SUMMARY

Claimant alleges that at the end of April or beginning of May 1989 Claimant telephoned Respondent John Givens ("Respondent Givens"), Claimant's account representative at Respondent Boettcher & Company, Inc., now Boettcher & Company, a division of Kemper Securities Group, Inc. ("Respondent Boettcher"), to obtain information about Claimant's investment in \$20,000 face amount of Colorado Centre Metropolitan District (El Paso County, Colorado) General Obligation Bonds, Series 1986, dated 4/1/86, 7.75%, due 12/1/92 ("the Bonds"), Claimant having purchased the Bonds from Respondent Boettcher on April 7, 1986. The Colorado Centre Metropolitan District is located near Colorado Springs, Colorado, and Claimant alleges that in April 1989 Claimant had read some articles which contained unfavorable information on the Colorado Springs economy: specifically, articles focusing on difficulties experienced by certain banks and real estate developers in the Colorado Springs area. Claimant alleges that Claimant expressed his concerns to Respondent Givens and asked Respondent Givens whether he had any information concerning the Bonds.

Claimant contends that the information provided by Respondent Givens in response to Claimant's request was false and misleading, and that Respondents Boettcher and Givens were negligent in obtaining or communicating information. Claimant maintains that, at the time of his telephone call to Respondent Givens, Claimant was prepared to sell the Bonds at the current market price regardless of loss but, based on the representations and non-disclosures of Respondents Boettcher and Givens, Claimant decided not to sell the Bonds. Claimant asserts claims of negligent misrepresentation and breach of fiduciary duty.

Claimant also asserts that the injury complained of was attended by circumstances of willful and wanton conduct, entitling Claimant to an award of punitive damages.

Respondents argue, among other things, that Respondent Givens relayed to Claimant the information which he had been given by Respondent Boettcher's liaison desk. Respondents contend that Claimant did not request or receive a recommendation about whether he should sell the Bonds. In addition, Respondents deny that they misrepresented any material facts to Claimant; that they were negligent in any way; that their conduct towards Claimant was willful or wanton; that the relationship between Respondents and Claimant was fiduciary in nature; and that, even if a fiduciary relationship existed, that there was any breach of fiduciary duty.

RELIEF REQUESTED

Claimant requests damages against Respondents Boettcher and Givens, jointly and severally, in an amount equal to the difference between the market value of the Bonds on May 1, 1989 and the current market value of the Bonds, together with interest at the statutory rate from May 1, 1989. Alternatively, Claimant requests damages in the amount of \$19,235, based on the price at which another customer of Respondent Boettcher purchased \$25,000 of the Bonds on April 6, 1989 (the last such purchase prior to Claimant's telephone call to Respondent Givens), in exchange for the Bonds. Claimant also requests reasonable punitive damages, and his costs and attorneys' fees.

Respondents request that the statement of claim be dismissed in its entirety.

AWARD

On August 28, 1991, in Denver, Colorado, the undersigned arbitrators heard the controversy between the parties set forth in submissions to the arbitrators signed by Claimant on August 20, 1990 (filed with the MSRB on November 26, 1990); by Respondent Boettcher on January 23, 1991; and, by Respondent Givens on January 15, 1991. The arbitration panel, having considered the pleadings, the testimony and the evidence presented at the hearing, has determined, in full and final resolution of the issues submitted for determination, as follows:

1. The statement of claim shall be dismissed in its entirety.
2. Each party shall bear its own costs, including attorneys' fees.

3. Claimant's \$100 arbitration deposit shall be refunded to Claimant by the MSRB.

Public Arbitrator

Public Arbitrator

Industry Arbitrator

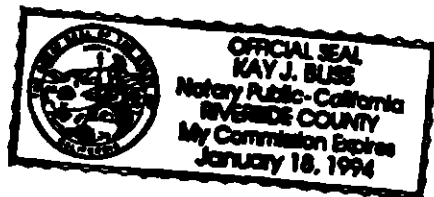
Dated: SEP 28 1991

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STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ss.: MSRB.

On this 9th day of September, 1991, before me personally appeared _____ to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

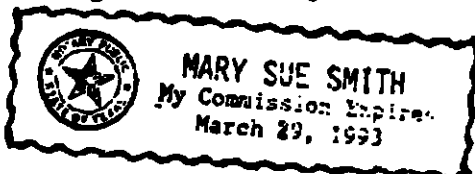


Kay J. Bliss

STATE OF *Texas*
COUNTY OF *Dallas*

ss.:

On this 13 day of Sept, 1991, before me personally appeared _____ to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.



Mary Sue Smith

STATE OF
COUNTY OF

Missouri
Jackson

SS.:

On this *17th* day of *September*, 19 *91*, before me personally
appeared _____ to me known and known to me to be
the individual described in and who executed the foregoing
instrument and he duly acknowledged to me that he executed the
same.



ARLENE MARTZ
NOTARY PUBLIC STATE OF MISSOURI
JACKSON CO.
MY COMMISSION EXPIRES APRIL 25, 1993

3. Claimant's \$100 arbitration deposit shall be refunded to Claimant by the MSRB.

R. T. Anderson

Richard T. Anderson

J. Laurence Martin

J. Laurence Martin

William P. Henderson

William P. Henderson

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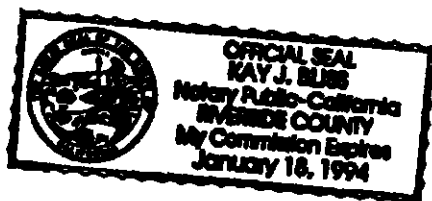
Dated: SEP 23 1991

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ss.:

M.S.R.B.

On this 9th day of September, 1991, before me personally appeared Richard T. Anderson to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

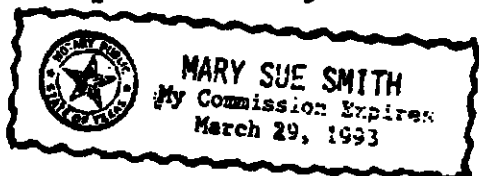


Kay J. Bliss

ss.:

STATE OF *Texas*
COUNTY OF *Dallas*

On this 13 day of Sept, 1991, before me personally appeared J. Laurence Martin to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.



Mary Sue Smith