

## NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

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In the Matter of the Arbitration Between	:	
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Abram Speiser Trust,	:	
Bernie W. Speiser, TTEE	:	
	:	
Claimants	:	CASE #92-01016
	:	AWARD
VS.	:	
	:	
Kober Financial Corp.	:	
Bonnie Motyka	:	
	:	
Respondents	:	

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CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on March 23, 1992, Claimant Abram Speiser Trust through its representative, Bernice W. Speiser TTEE, alleged that Respondents Kober Financial Corp and Bonnie Motyka solicited the purchase of 250,000 shares of Electrocon International Inc. stock, which was unsuitable considering the Claimant was suffering from and clearly exhibiting symptoms of Alzheimers disease, and that this account had been small and inactive until Respondent Bonnie Motyka took over this account from Gary Kelman, the former broker. The Claimant further alleged that the Respondents received more than 50% in hidden commissions since the stock was worth less than one-half the paid purchase price, and that although she was informed by a Kober Financial employee that the Account was "butchered" by Respondent Bonnie Motyka, they failed to settle.

Respondent Bonnie Motyka, who appeared Pro Se, maintained that Mr. Speiser did not at any time sound or act confused or disoriented during her phone conversations with him, nor was she notified of his condition until May of 1991. The Respondent further maintained that she did not receive a 50% commission on the transaction, but that this difference is known as a "Spread", and that although she finds the situation unfortunate, she did not intentionally put the Claimant in any investment for which he was not aware of the facts and risks.

Respondent Kober financial Corp., through its counsel Lawrence S. Elswit, Esq. Boston, MA, maintained that it acted in good faith and did not directly or indirectly induce any acts which may constitute a violation of the state or federal securities laws. The Respondent further maintained that his investment was consistent with the investment objectives and financial capability of the Claimant, and that it cannot be held responsible for drawings which resulted solely through the direction of the Claimant.

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Award 92-0101

**AFFIRMATION**

I, LOUISE T. JEROSLOW, ESQ., do hereby affirm upon my oath as arbitrator that I am the individual described herein and who executed this instrument, which is my oath and award.



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Signature of Arbitrator

Date of Decision:

*Oct. 6, 1992*

DATED BY THE NASD, INC.: October 12, 1992