

N.A.S.D. AWARD

**NATIONAL ASSOCIATION OF SECURITIES DEALERS**

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In the Matter of the Arbitration Between

Name of Claimant

PaineWebber, Inc.

95-04183

Name of Respondent

Execu-Tech Management Group Corp.

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**CASE SUMMARY**

In a claim filed with the National Association of Securities Dealers, Inc. on August 31, 1995, Claimant PaineWebber, Inc. ("Claimant"), through its representative and in-house counsel, Evan J. Charkes, Esq., alleged that Respondent Execu-Tech Management Group Corp. ("Respondent"), through its agents Alonzo Smith ("Smith") and Freida Salgado ("Salgado") opened an account with it on or about January 27, 1995. Claimant further alleged that upon opening the account Respondent listed investment objectives of Income, Investment Grade, Growth and Speculation and a net worth of \$50,000.00. Claimant contended that Smith and Salgado also opened a margin account signing an agreement to arbitrate any dispute. Claimant further contended that within one month of opening the account a \$7,916.69 deficit was created which has not been satisfied. Claimant alleged that Respondent remitted three separate checks but two were returned for insufficient funds and that the much of the deficit remains unpaid. Claimant further alleged that it has unsuccessfully attempted to resolve the dispute, and that as a result of the above, it has suffered a loss for which the Respondent should be held liable.

Respondent Execu-Tech Management Group Corp. failed to file a Statement of Answer to the Statement of Claim.

**RELIEF REQUESTED**

Claimant PaineWebber, Inc. requested \$7,916.69 in actual damages plus interest, attorney's fees, costs and all just and equitable remedies the arbitrator so provides.

Respondent Execu-Tech Management Group Corp. failed to file a Statement of Answer to the Statement of Claim.

**OTHER ISSUES CONSIDERED AND DECIDED**

Pursuant to Section 13 of the NASD Code of Arbitration Procedure, the Respondent Execu-Tech Management Group Corp. was served with the Statement of Claim via regular mail and it was not returned. In addition, the Respondent was sent an overdue answer notice and the notice of the identity of the arbitrator through certified mail and the signature card was returned signed and is on file at the NASD.

**AWARD**

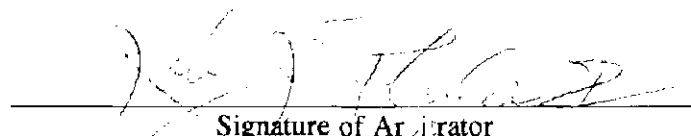
Pursuant to Section 13 of the NASD, Inc. Code of Arbitration Procedure, a single Public Arbitrator, John J. Phelan, Esq., was selected to review the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on August 24, 1995.

And, the Arbitrator, having considered the proof of the parties, has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. The Respondent Execu-Tech Management Group Corp. is liable and shall pay to the Claimant PaineWebber, Inc. \$7,916.69 in actual damages.
2. The Respondent Execu-Tech Management Group Corp. is liable and shall pay to the Claimant PaineWebber, Inc. simple interest at the rate of 9% per annum from June 7, 1995 to the date of payment of the award.
3. The parties shall bear their respective costs.
4. The \$575.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant shall be retained by the NASD, Inc. The Respondent Execu-Tech Management Group Corp. is liable and shall pay to the Claimant PaineWebber, Inc. \$575.00 as reimbursement of the filing fee.
5. All other relief requests are denied.

**AFFIRMATION**

I, **JOHN J. PHELAN, ESQ.**, do hereby affirm, pursuant to Article 7507 of the Civil Procedure Law and Rules that I am the individual described herein and who executed this instrument, which is my award.

  
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Signature of Arbitrator

DATE OF DECISION: May 15, 1996