
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Dawson James Securities, Inc.

Case Number: 06-02773

Names of the Respondents
John D. Bergin
Thomas J. Heaphy, Jr.
Anthony A. Rossi

Hearing Site: Boca Raton, Florida

Nature of the Dispute: Member vs. Associated Person.

REPRESENTATION OF PARTIES

For Dawson James Securities, Inc., hereinafter referred to as "Claimant": Delmer C. Gowing, III, Esq., Law Office of Delmer C. Gowing, III, Ocean Ridge, Florida.

Respondents John D. Bergin ("Bergin"), Thomas J. Heaphy, Jr. ("Heaphy") and Anthony A. Rossi ("Rossi") appeared pro se.

CASE INFORMATION

Statement of Claim filed on or about: June, 6, 2006.

Claimant signed the Uniform Submission Agreement: June 1, 2006.

Statement of Answer filed by Respondent Bergin on or about: August 22, 2006.

Statement of Answer filed by Respondents Heaphy and Rossi on or about: September 13, 2006.

Respondents did not file executed Uniform Submission Agreements.

CASE SUMMARY

Claimant asserted that Respondent Bergin and Rossi, by prematurely terminating their employment with Claimant, breached the terms of their employment agreements when they failed to repay bonuses and draws that would have been forgiven had Respondents Bergin and Rossi remained employed with Claimant for three years.

Unless specifically admitted in their Answers, Respondents Bergin and Rossi denied the allegations made in the Statement of Claim and asserted various defenses.

RELIEF REQUESTED

Claimant requested the following: 1) compensatory damages in the amount of \$17,688.25 from Respondent Bergin and \$21,770.31 from Respondent Rossi; 2) costs; 3) interest; and, 4) attorneys' fees.

Respondents Bergin and Rossi did not specifically delineate any relief requests.

OTHER ISSUES CONSIDERED AND DECIDED

Respondents Bergin and Rossi did not file with NASD Dispute Resolution properly executed submissions to arbitration but are required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code") and, having answered the claim, appeared and testified at the hearing, are bound by the determination of the Panel on all issues submitted.

Respondent Heaphy did not file with NASD Dispute Resolution a properly executed submission to arbitration but is required to submit to arbitration pursuant to the Code and, having answered the claim, is bound by the determination of the Panel on all issues submitted prior to December 11, 2006, the date Respondent Heaphy filed for bankruptcy protection pursuant to Chapter 13 of the United States Bankruptcy Code in the U.S. Bankruptcy Court, Southern District of Florida. In accordance with the bankruptcy filing, on December 11, 2006, all proceedings with respect to Respondent Heaphy were stayed and the Panel made no determinations with respect to this party thereafter.

The Panel permitted Respondent Bergin to appear telephonically at the evidentiary hearing.

The parties have agreed that the Award in this matter may be entered in counterpart copies or that a signed handwritten Award may be entered.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, and the post-hearing submissions (if any), the Panel has decided in full and final resolution of the issues submitted for determination as follows:

Respondents Bergin and Rossi are liable on the claim of breach of employment agreement. Accordingly, Respondent Bergin shall pay to Claimant compensatory damages in the amount of \$17,688.25 and Respondent Rossi shall pay to Claimant compensatory damages in the amount of \$21,770.31.

Any and all claims for relief not specifically addressed herein, including Claimant's request for punitive damages and attorneys' fees, are denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$1,000.00
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Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. Accordingly, Claimant is a member firm and a party and the following fees are assessed:

Member surcharge	= \$1,100.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$1,700.00
Total Member Fees	= \$3,550.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No requests for adjournments were filed in this matter.

Three-Day Cancellation Fees

Fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session:

No cancellation fees were assessed in this matter.

Injunctive Relief Fees

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the Panel.

No injunctive relief fees were incurred during this proceeding.

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted. A session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

Two (2) Pre-hearing sessions with the Panel @ \$600.00/session	= \$1,200.00
Pre-hearing conferences: October 9, 2006	1 session
November 3, 2006	1 session

One (1) Hearing session with the Panel @ \$600.00/session = \$ 600.00
Hearing Date: February 6, 2007 1 session

Total Forum Fees = \$1,800.00

The Panel has assessed \$900.00 of the forum fees to Claimant.
The Panel has assessed \$450.00 of the forum fees to Respondent Rossi.
The Panel has assessed \$450.00 of the forum fees to Respondent Bergin.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

No administrative costs were incurred during this proceeding.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$1,000.00
Member Fees	= \$3,550.00
Forum Fees	= \$ 900.00
Total Fees	= \$5,450.00
Less payments	= \$5,300.00
Balance Due NASD Dispute Resolution	= \$ 150.00

Respondent Bergin is solely liable for:

Forum Fees	= \$ 450.00
Total Fees	= \$ 450.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 450.00

Respondent Rossi is solely liable for:

Forum Fees	= \$ 450.00
Total Fees	= \$ 450.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 450.00

All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

<i>Lanny M. Leff</i>	-	<i>Non- Public Arbitrator, Presiding Chairperson</i>
<i>R. Peter Olin</i>	-	<i>Non-Public Arbitrator</i>
<i>Norman E. Heyman</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures

 /s/
Lanny M. Leff
Non-Public Arbitrator, Presiding Chairperson

February 9, 2007
Signature Date

 /s/
R. Peter Olin
Non-Public Arbitrator

February 9, 2007
Signature Date

 /s/
Norman E. Heyman
Non-Public Arbitrator

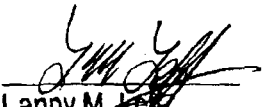
February 9, 2007
Signature Date

February 9, 2007
Date of Service (For NASD Dispute Resolution office use only)

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Non-Public Arbitrator, Presiding Chairperson

2/2/07

Signature Date

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Non-Public Arbitrator

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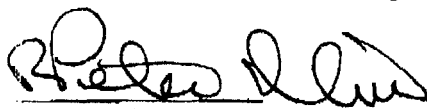
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Signature Date



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Non-Public Arbitrator

2/9/07
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Non-Public Arbitrator, Presiding Chairperson

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R. Peter Olin
Non-Public Arbitrator

Signature Date



Norman E. Heyman
Non-Public Arbitrator

02-09-07

Signature Date

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