

AWARD
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of Claimant

Robert W. Baird & Co., Inc.

vs.

Case Number: 03-03671

Hearing Site: Indianapolis, Indiana

Name of Respondent

Douglas E. Shepler

NATURE OF THE DISPUTE

Member vs. Associated Person

REPRESENTATION OF PARTIES

Robert W. Baird & Co., Inc. ("Baird" or "Claimant") was represented by Moira K. Moran, Esq., Robert W. Baird & Co., Inc., Milwaukee, Wisconsin.

Douglas E. Shepler ("Shepler" or "Respondent") was represented by Andrew D. Boxberger, Esq., Carson Boxberger, Fort Wayne, Indiana. Respondent was later represented by Donald J. Stuckey, Esq., Vanhorn & Stuckey, Auburn, Indiana.

CASE INFORMATION

The Statement of Claim was filed on or about May 20, 2003. The Submission Agreement of Claimant Baird was signed on or about July 14, 2003.

The Statement of Answer and Counterclaim was filed by Respondent Shepler on or about December 30, 2003. The Submission Agreement of Respondent Shepler was signed on or about July 9, 2003.

Claimant's Response to Respondent's Counterclaim filed on July 28, 2003.

CASE SUMMARY

Claimant asserted the following cause of action: failure to repay promissory note. Claimant asserted that at the termination of Shepler's employment on December 19, 2002, there was due and owing a balance on a Promissory Note dated February 28, 2000 in the amount of \$56,250.11, which Shepler was obligated to pay back to Claimant. Claimant

asserted that despite sending several letters to Shepler requesting payment, Shepler refused to pay the remaining balance.

Unless specifically admitted in his Answer, Shepler denied the allegations made in the Statement of Claim. In his Counterclaim, Shepler asserted that Claimant owed unpaid commissions for work done prior to his termination of employment, and that Claimant failed to pay Shepler unpaid commissions, which is a violation of the Indiana Statute requiring payment of unpaid wages.

In its response to Respondent's Counterclaim, Baird denied the allegations made in Shepler's Counterclaim, and asserted that the Promissory Note is governed by the internal laws of Wisconsin, and not Indiana law, as Shepler claims. Baird further asserted that when Shepler resigned, he was aware of the amount due and owing on the Promissory Note, and also understood that his final commissions would be applied to the Promissory Note, subject to the language of the Note.

RELIEF REQUESTED

Claimant requested an award in the amount of:

Actual/Compensatory Damages	\$56,250.11
Interest	\$ 9,943.25
Attorneys' Fees	Unspecified
Other Costs	Unspecified
Other Monetary Relief	Unspecified

Respondent Shepler requested that the claims asserted against him be denied in their entirety, and that he be awarded his costs and attorneys' fees.

In his Counterclaim, Shepler requested an award in the amount of:

Actual/Compensatory Damages	Unspecified
Attorneys' Fees	Unspecified
Other Costs	Unspecified

OTHER ISSUES CONSIDERED & DECIDED

On or about January 28, 2005, NASD was notified that the parties reached a settlement, and the matter was closed on February 11, 2005.

On or about December 14, 2005, NASD was notified that the parties were not able to reach a final resolution in this matter, and Claimant requested that this matter be reopened by the Arbitration Panel.

On January 5, 2006, the Panel issued the following Order granting Claimant's request, and this arbitration proceeding was reopened.

"On the December 15, 2005, request for reinstatement of this proceeding by Robert W. Baird & Co., Inc., the Panel unanimously grants the request for reinstatement."

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

AWARD

After considering the pleadings, the testimony, and the evidence presented at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

- 1.) Claimant's claims, each and all, are hereby denied and dismissed with prejudice;
- 2.) The Counterclaim of Respondent, Douglas E. Shepler, is hereby denied and dismissed with prejudice;
- 3.) Other than Forum Fees which are specified below, the parties shall each bear their own costs and expenses incurred in this matter; and
- 4.) Any relief not specifically enumerated, including attorneys' fees, is hereby denied with prejudice.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial Claim filing fee	= \$ 1,000.00
Counterclaim filing fee	= \$ 250.00

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. In this matter, the member firm is Robert W. Baird & Co., Inc.

Member surcharge	= \$ 1,100.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 2,200.00

Adjournment Fees

Adjournments granted during these proceedings:

November 3-4, 2004, adjournment requested by Respondent = \$ 750.00
(In an Order dated October 21, 2004, the Panel assessed \$350.00 to Respondent, and waived the remaining postponement fee of \$400)

Forum Fees and Assessments

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

Three (3) Pre-hearing sessions with Panel x \$1,000.00	= \$ 3,000.00
Pre-hearing conferences: March 5, 2004 1 session	
November 4, 2004 1 session	
February 9, 2006 1 session	
Two (2) Hearing sessions x \$1,000.00	= \$ 2,000.00
Hearing Date: October 24, 2006 2 session	
Total Forum Fees	= \$ 5,000.00

The Panel has assessed \$2,500.00 of the forum fees to Claimant Robert W. Baird & Co., Inc.

The Panel has assessed \$2,500.00 of the forum fees to Respondent Douglas E. Shepler.

FEE SUMMARY

Claimant, Robert W. Baird & Co., Inc., is liable for:

Initial Filing Fee	= \$ 1,000.00
Member Fees	= \$ 4,050.00
Forum Fees	= \$ 2,500.00
Total Fees	= \$ 7,550.00
Less payments	= \$ 5,300.00
Balance Due NASD Dispute Resolution	= \$ 2,250.00

Respondent, Douglas E. Shepler, is liable for:

Counterclaim Filing Fee	= \$ 250.00
Adjournment Fee	= \$ 350.00
Forum Fees	= \$ 2,500.00
Total Fees	= \$ 3,100.00
Less payments	= \$ 1,350.00
Balance Due NASD Dispute Resolution	= \$ 1,750.00

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

ARBITRATION PANEL

Thomas A. Welch, CFP - Non-Public Arbitrator, Presiding Chair
Robert H. Springer - Non-Public Arbitrator
G. Donald Steel - Non-Public Arbitrator

Concurring Arbitrators' Signatures:

/s/ Thomas A. Welch, CFP
Thomas A. Welch, CFP
Non-Public Arbitrator, Presiding Chair

11/10/06
Signature Date

/s/ Robert H. Springer
Robert H. Springer
Non-Public Arbitrator

11/30/06
Signature Date

/s/ G. Donald Steel
G. Donald Steel
Non-Public Arbitrator

11/10/06
Signature Date

11/10/06
Date of Service (For NASD office use only)

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G. Donald Steel - Non-Public Arbitrator

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Thomas A. Welch
Thomas A. Welch, CFP
Non-Public Arbitrator, Presiding Chair

November 10, 2006
Signature Date

Signature to Follow
Robert H. Springer
Non-Public Arbitrator

Signature Date

G. Donald Steel
Non-Public Arbitrator

Signature Date

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Non-Public Arbitrator, Presiding Chair

Signature Date


Robert H. Springer
Non-Public Arbitrator

11/30/2006
Signature Date

G. Donald Steel
Non-Public Arbitrator

Signature Date

11/10/07
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Non-Public Arbitrator, Presiding Chair

Signature Date


Signature to Follow

Robert H. Springer
Non-Public Arbitrator

Signature Date


G. Donald Steel
Non-Public Arbitrator


Signature Date



Date of Service (For NASD office use only)