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BEFORE THE NEVADA STATE CERTIFIED COURT REPORTERS BOARD

* * *

IN THE MATTER OF:

SHANYELLE KING

**PROPOSED ADJUDICATION
AGREEMENT AND ORDER**

This Adjudication Agreement (“Agreement”) is made by and between SHANYELLE KING (“KING”) and the Executive Secretary of the Nevada State Certified Court Reporters Board (“Secretary”) (collectively hereinafter referred to as the “Parties”), and is effective only as of the date this Agreement is approved by a majority of the members of the Nevada State Certified Court Reporters Board (“Board”) at a public meeting (“the Effective Date”).

WHEREAS, the Board is vested with the sole discretion, management, control, and jurisdiction over the practice of court reporting and those people licensed to engage in the practice of court reporting in the State of Nevada.

WHEREAS, on or about July 2, 2018, the Board granted KING with a license to engage in the practice of Court Reporting in the State of Nevada, and such license was renewed for the 2022 - 2023 calendar year.

WHEREAS, on April 15, 2022, KING provided court reporting services in a deposition in Las Vegas, Nevada (the “Deposition”) involving Attorney Nicole Lovelock, Esq. (“Lovelock”) and Attorney Mitchell Stipp, Esq. (“Stipp”).

WHEREAS the deposition taken was in connection with a legal matter being adjudicated in the District Court in and for Clark County, Nevada.

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1 WHEREAS, KING's fee for the deposition was furnished to her firm by Lovelock.

2 WHEREAS, the deposition was conducted under the jurisdiction of the Board.

3 WHEREAS, during the course of the deposition, KING failed to comply with the
4 requirements of NRS 656.259(9) and NAC 656.340(a).

5 WHEREAS, on or about August 31, 2022, the Secretary issued a Complaint for
6 Disciplinary Action against KING.

7 WHEREAS, KING admits that she failed to comply with the requirements of both
8 NRS 656.259(9) and NAC 656.340(a).

9 WHEREAS, in light of the foregoing and in an effort to serve the Board and
10 Secretary's primary mission of protecting the public, the integrity and reputation of the
11 practice, industry, as well as the practitioners of court reporting as a whole in Nevada, and
12 in the interest of judicial and administrative economy, the Parties wish to resolve the
13 Complaint and Disciplinary Action and potential litigation on the terms set forth herein;

14 NOW THEREFORE, in consideration of the mutual covenants, agreements and
15 conditions herein stated, together with other good and valuable consideration, the receipt
16 and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

17 **1. TERMS OF AGREEMENT**

18 1.1 The Parties recognize and agree that the Board has the sole and absolute
19 discretion to determine whether to accept this Agreement.

20 1.2 KING agrees to find and provide the Board with the summary and description
21 of programs providing Continuing Education Units focused on the practice of court
22 reporting for review of approval within a period of 30 days of the date of approval of this
23 agreement by the Board. KING further agrees to pay for and complete a minimum of 10
24 Continuing Education Units (CEU), above and beyond the annual requirement of 15 CEU,
25 for a total of 25 CEU focused on the practice of court reporting at least 30 days before her
26 next license renewal.

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1 1.3 KING agrees to pay Attorney's Fees in an amount to be provided within 14
2 days of the date of approval of this agreement. This sum shall become due within one year
3 of the effective date of this Order. KING acknowledges that she shall not be able to renew
4 her license until the fees are paid in full or until she submits a written payment plan to the
5 Board that is approved by the Secretary, and until all required and additional CEU have
6 been completed.

7 1.4 In consideration for the execution of this settlement agreement, KING, for
8 herself, her heirs, executors, administrators, successors, and assigns, hereby release and
9 forever discharge the State of Nevada, the Board, the Secretary, the Nevada Attorney
10 General and each of their members, agents, and employees in their individual and
11 representative capacities, from any and all manner of actions, causes of action, suits, debts,
12 judgments, executions, claims, and demands whatsoever known or unknown, in law and
13 equity, that KING ever had, now has, may have, or claim to have against any and all of the
14 persons or entities named in this paragraph arising out of, or by reason of, the investigation
15 of the allegations in the Complaint, this disciplinary action, or any other matter relating
16 thereto.

17 1.5 In the event this Agreement is not approved by the Board, (i) it shall be
18 deemed withdrawn without prejudice to any claims, positions or contentions which may
19 have been made by any party; (ii) the Parties will go back to the position they were in prior
20 to this Agreement; and (iii) no part of this Agreement shall be admissible in evidence.

21 1.6 This Agreement is a full and complete resolution of all issues arising from the
22 Complaint and Disciplinary Action, and upon approval of this Agreement by the Board,
23 and compliance with the terms stated herein, the contested case arising from the Complaint
24 and Disciplinary Action shall be considered closed and final.

25 1.7 The Parties agree to waive any and all appellate rights pertaining to the
26 underlying Complaint and Disciplinary Action, including the right to a judicial review as
27 set forth in NRS 233B.130. The Parties understand that they may not bring any type of
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1 action regarding the Complaint and Disciplinary Action other than any proceeding which
2 would be necessary to enforce, construe, or interpret this Agreement.

3 **2. NO ADMISSION OF LIABILITY**

4 Nothing contained in this Agreement, nor the consideration provided for herein,
5 shall be construed as an admission of any civil or criminal liability by any of the Parties or
6 by any other person.

7 **3. ENTIRE AGREEMENT**

8 This Agreement represents the entire understanding of the parties. All prior or
9 contemporaneous understandings or agreements between the Parties as they relate to the
10 Complaint and Disciplinary Action are merged into this Agreement, and it expresses the
11 agreement of the Parties. The Board's approval of this Agreement does not constitute
12 approval of or a precedent regarding approval of any principle or issue for any other
13 purpose or for any other party except those involved in this specific Agreement. This
14 Agreement does not imply any Board policy with respect to this or any disciplinary actions
15 and shall not constitute a precedent for any other issues or proceedings concerning this or
16 any other licensee, and shall not be admissible in any other proceeding with respect to any
17 other matter, except proceedings brought to enforce, construe, or interpret this Agreement
18 under its terms. This Agreement may be modified only in writing, signed by all the Parties
19 hereto, or all the Parties affected by any such modification, and no term or provision may
20 be waived except by such writing. Any modification approved by the Parties shall not
21 become effective unless and until the Board approves it, unless the Agreement explicitly
22 provides otherwise.

23 **4. APPLICABLE LAW**

24 This Agreement was drafted through the joint efforts of the Parties, and shall not be
25 read for or interpreted against any party of this Agreement. This Agreement is intended
26 to be enforced according to its written terms under the laws of the State of Nevada, and in
27 the state courts of Nevada.

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1 **5. BENEFIT**

2 This Agreement shall be binding upon and inure to the benefit of the Parties, and
3 each of them, their successors, assigns, personal representatives, agents, employees,
4 secretaries, members, officers, and servants.

5 **6. COUNTERPARTS**

6 This Agreement may be executed in any number of counterparts and each
7 counterpart executed by any of the undersigned together with all other counterparts so
8 executed shall constitute a single instrument and agreement of the undersigned.
9 Electronically transmitted copies hereof and electronically transmitted signatures hereon
10 shall have the same force and effect as originals.

11 **7. MUTUAL WARRANTIES**

12 Each party to this Agreement warrants and represents to the other that they have
13 not assigned or transferred to any person not a party hereto any claim or other released
14 matter, or any part or portion thereof, and that each party has the authority to sign this
15 Agreement, and each individual executing this Agreement on behalf of any entity or person
16 specifically warrants that he or she has the authority to sign this Agreement. The Parties
17 further represent and agree that they have not relied upon any representations by any
18 other party or their respective secretaries, members, agents, employees, representatives,
19 or attorneys, concerning the terms or effects of this Agreement other than those expressly
20 contained in this Agreement.

21 **8. NOTICE**

22 8.1 KING fully understands and voluntarily waives the notice requirements
23 found under NRS 241.033 and 241.034, including the content requirements of such notices,
24 in relation to any hearing before the Board on this settlement agreement that may be held.

25 8.2 All notices or demands of any kind that any party is required to or desires to
26 give in connection with this Agreement shall be in writing and shall be deemed to be
27 delivered if sent by emails or by facsimile and by depositing the notice or demand in the
28 United States mail, postage paid, and addressed to the other parties as follows:

1 **A. If to KING:**

2 Shanyelle King, CCR #943
3 4350 S. Hualapai Way, Unit #1336
4 Las Vegas, NV 89147
 shanyelleking@yahoo.com

5 **B. If to the Secretary:**

6 Joel Bekker
7 Deputy Attorney General
8 555 East Washington Avenue, Suite 3900
 Las Vegas, Nevada 89101
 Email: jbekker@ag.nv.gov

9 **9. HEADINGS AND RECITALS**

10 The headings of the paragraphs of this Agreement are for convenience only and shall
11 not affect the construction or interpretation of any of its provisions.

12 **10. VOLUNTARY EXECUTION OF AGREEMENT**

13 This Agreement is executed knowingly, voluntarily and without any duress or undue
14 influence on the part or behalf of the Parties hereto, with the full intent of releasing all
15 claims in accordance with Paragraph 1.7 above. The Parties acknowledge that:

- 16 **A.** They have read this Agreement or had it read to them in their chosen language;
17 **B.** They have been represented in the preparation, negotiation, and execution of this
18 Agreement by legal counsel of their own choice, including Pro Se representation;
19 **C.** They understand the terms and consequences of this Agreement and of the
20 releases it contains; and
21 **D.** They are fully aware of the legal and binding effect of this Agreement.

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1 IN WITNESS WHEREOF, the Parties have executed this Agreement on the
2 respective dates set forth below:

3 DATED: 10/6/22

By: 
SHANYELLE KING


4
5 DATED: 10/8/22

6 FOR THE NEVADA STATE CERTIFIED
7 COURT REPORTERS BOARD,
8 OFFICE OF THE GOVERNOR, STATE
9 OF NEVADA

By: 
DEBBIE UEHARA
Executive Secretary

10 Approved as to form and content:

11 AARON D. FORD
12 Attorney General

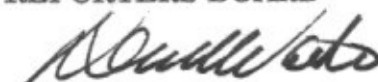
13 By: 
14 Joel Bekker
15 Deputy Attorney General
16 555 East Washington Avenue,
Suite 3900
Las Vegas, Nevada 89101
Attorneys for the Board

17 ORDER

18 IT IS SO ORDERED.

19 DATED this 8th day of October, 2022.

20 NEVADA STATE CERTIFIED COURT
21 REPORTERS BOARD

22 
23 DAN WAITE
24 Chairman
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