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BEFORE THE NEVADA STATE BOARD OF CERTIFIED COURT REPORTERS

* * *

IN THE MATTER OF:)	PROPOSED ADJUDICATION
)	AGREEMENT AND ORDER
BRIAN RUIZ)	IN RESOLUTION OF
COMPASS REPORTING, LLC.)	COMPLAINT # C-2022-002
FIRM #115F)	
)	

This Adjudication Agreement ("Agreement") is made by and between BRIAN RUIZ ("RUIZ") and COMPASS REPORTING, LLC. ("FIRM"), individually, and both collectively ("RESPONDENTS"), and the Executive Secretary of the Nevada State Board of Certified Court Reporters ("Executive 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 Board of Certified Court Reporters ("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, at all relevant times, RUIZ and FIRM were licensed to engage in the practice of Court Reporting in the State of Nevada.

WHEREAS, on or about November 1, 2022, through November 22, 2022, the Parties engaged in email correspondence in which the Board informed RESPONDENTS that there were problems with the address provided thereby to the Board, pursuant to . . .

1 NAC 656.250(1)(a), to wit, mail by the Board to the address provided by RESPONDENTS
2 were going unanswered or being returned.

3 WHEREAS, on November 22, 2022, RESPONDENTS were served a Notice of Non-
4 Compliance from the Board, advising RESPONDENTS that they out of compliance with
5 NAC 656.250.(1)(a), which requires a firm to have a valid and operable business address
6 within the State of Nevada.

7 WHEREAS, on November 22, 2022, RESPONDENTS replied by electronic mail
8 promising to correct the omission and comply with NAC 656.250(1)(a) but had not
9 responded as of the date of the Formal Complaint.

10 WHEREAS, on or about December 29, 2022, RESPONDENTS were served a Notice
11 of Complaint and Formal Complaint by the Board, advising of their continued non-
12 compliance with the statute, and instructing them to “Provide documented evidence of
13 your firm’s Nevada business address.”, and that they “... must submit to the Board a
14 written response within 30 days of this notice or by January 30, 2023 ...”.

15 WHEREAS, RESPONDENTS failed to comply with the requirements of that notice
16 or NAC 656.250(1)(a) and had not submitted a written response by the above deadline.

17 WHEREAS, on or about April 11, 2023, the Secretary issued a Complaint for
18 Disciplinary Action against RESPONDENTS.

19 WHEREAS, RESPONDENTS admit that they failed to comply with the
20 requirements of both NAC 656 and NAC 656.

21 WHEREAS, in light of the foregoing and in an effort to serve the Board and
22 Secretary’s primary mission of protecting the integrity and reputation of the practice,
23 industry, as well as the practitioners of court reporting as a whole in Nevada, and in the
24 interest of judicial and administrative economy, the Parties wish to resolve the Complaint
25 and Disciplinary Action and potential litigation on the terms set forth herein;

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

1 **1. TERMS OF AGREEMENT**

2 1.1 The Parties recognize and agree that the Board has the sole and absolute
3 discretion to determine whether to accept this Agreement.

4 1.2 RESPONDENTS agree to a **SIX (6) MONTH period of probation** and
5 monitoring, which shall only commence if ratified and approved by a vote of the Board at
6 the upcoming meeting on May 3, 2023. The period of probation will continue through
7 November 3, 2023. If a new complaint against either RUIZ, FIRM, or RESPONDENTS
8 during that period, and they are found to be in violation of NRS 656 or NAC 656, the
9 probation period shall end, and disciplinary action for that and this complaint will be
10 enforced.

11 1.3 RESPONDENTS agree to pay a **fine in the amount of \$500.00** to the
12 Board, which shall be due upon the effective date of this Agreement.

13 1.4 RESPONDENTS agree to pay **Attorney's Fees in the amount of**
14 **\$2,159.25** which shall become due upon the effective date of this Order. RESPONDENTS
15 acknowledge that they shall not be able to renew their license(s) until the fine and fees
16 are paid in full or until they submit a written payment plan to the Board that is approved
17 by the Executive Secretary.

18 1.5 In consideration for the execution of this settlement agreement,
19 RESPONDENTS for themselves, their heirs, executors, administrators, successors, and
20 assigns, hereby release and forever discharge the State of Nevada, the Board, the
21 Secretary, the Nevada Attorney General and each of their members, agents, and
22 employees in their individual and representative capacities, from any and all manner of
23 actions, causes of action, suits, debts, judgments, executions, claims, and demands
24 whatsoever known or unknown, in law and equity, that RESPONDENTS ever had, now
25 has, may have, or claim to have against any and all of the persons or entities named in
26 this paragraph arising out of, or by reason of, the investigation of the allegations in the
27 Complaint, this disciplinary action, or any other matter relating thereto.

28 ...

1 1.6 In the event this Agreement is not approved by the Board, (i) it shall be
2 deemed withdrawn without prejudice to any claims, positions or contentions which may
3 have been made by any party; (ii) the Parties will go back to the position they were in
4 prior to this Agreement; and (iii) no part of this Agreement shall be admissible in
5 evidence.

6 1.7 This Agreement is a full and complete resolution of all issues arising from
7 the Complaint and Disciplinary Action, and upon approval of this Agreement by the
8 Board, and compliance with the terms stated herein, the contested case arising from the
9 Complaint and Disciplinary Action shall be considered closed and final.

10 1.8 The Parties agree to waive any and all appellate rights pertaining to the
11 underlying Complaint and Disciplinary Action, including the right to a judicial review as
12 set forth in NRS 233B.130. The Parties understand that they may not bring any type of
13 action regarding the Complaint and Disciplinary Action other than any proceeding
14 which would be necessary to enforce this Agreement.

15 **2. NO ADMISSION OF LIABILITY**

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

19 **3. ENTIRE AGREEMENT**

20 This Agreement represents the entire understanding of the parties. All prior or
21 contemporaneous understandings or agreements between the Parties as they relate to the
22 Complaint and Disciplinary Action are merged into this Agreement, and it expresses the
23 agreement of the Parties. The Board's approval of this Agreement does not constitute
24 approval of or a precedent regarding approval of any principle or issue for any other
25 purpose or for any other party except those involved in this specific Agreement. This
26 Agreement does not imply any Board policy with respect to this or any disciplinary
27 actions and shall not constitute a precedent for any other issues or proceedings
28 concerning this or any other licensee, and shall not be admissible in any other proceeding

1 with respect to any other matter, except proceedings brought to enforce this Agreement
2 under its terms. This Agreement may be modified only in writing, signed by all the
3 Parties hereto, or all the Parties affected by any such modification, and no term or
4 provision may be waived except by such writing. Any modification approved by the
5 Parties shall not become effective unless and until the Board approves it, unless the
6 Agreement explicitly provides otherwise.

7 **4. APPLICABLE LAW**

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

12 **5. BENEFIT**

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

16 **6. COUNTERPARTS**

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

22 **7. MUTUAL WARRANTIES**

23 Each party to this Agreement warrants and represents to the other that they have
24 not assigned or transferred to any person not a party hereto any claim or other released
25 matter, or any part or portion thereof, and that each party has the authority to sign this
26 Agreement, and each individual executing this Agreement on behalf of any entity or
27 person specifically warrants that he or she has the authority to sign this Agreement. The
28 Parties further represent and agree that they have not relied upon any representations

1 by any other party or their respective secretaries, members, agents, employees,
2 representatives, or attorneys, concerning the terms or effects of this Agreement other
3 than those expressly contained in this Agreement.

4 **8. NOTICE**

5 8.1 RESPONDENTS fully understand and voluntarily waive the notice
6 requirements found under NRS 241.033 and 241.034, including the content requirements
7 of such notices, in relation to any hearing before the Board on this settlement agreement
8 that may be held.

9 8.2 All notices or demands of any kind that any party is required to or desires to
10 give in connection with this Agreement shall be in writing and shall be deemed to be
11 delivered if sent by emails or by facsimile and by depositing the notice or demand in the
12 United States mail, postage paid, and addressed to the other parties as follows:

13 **A. If to Respondents:**

14 Brian Ruiz
15 Compass Reporting, LLC., Firm #115F
16 Box #330
17 5348 Vegas Drive
18 Las Vegas, NV 89108
19 brian@compassreporters.com

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

19 Joel Bekker
20 Deputy Attorney General
21 555 East Washington Avenue, Suite 3900
22 Las Vegas, Nevada 89101
23 Email: jbekker@ag.nv.gov

24 **9. HEADINGS AND RECITALS**

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

27 **10. VOLUNTARY EXECUTION OF AGREEMENT**

28 This Agreement is executed knowingly, voluntarily and without any duress or
undue influence on the part or behalf of the Parties hereto, with the full intent of
...

1 releasing all claims in accordance with Paragraph 1.5 above. The Parties acknowledge
2 that:

- 3 **A.** They have read this Agreement or had it read to them in their chosen language;
4 **B.** They have been represented in the preparation, negotiation, and execution of
5 this Agreement by legal counsel of their own choice;
6 **C.** They understand the terms and consequences of this Agreement and of the
7 releases it contains; and
8 **D.** They are fully aware of the legal and binding effect of this Agreement.

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

11
12 DATED: 05/18/2023

By: *Brian Ruiz*
Brian Ruiz (May 18, 2023 14:56 EDT)
BRIAN RUIZ
COMPASS REPORTING, LLC.

13
14
15
16 DATED: May 18, 2023

FOR THE NEVADA STATE CERTIFIED
COURT REPORTERS BOARD,
OFFICE OF THE GOVERNOR,
STATE OF NEVADA

17
18 By: *Deborah Uehara*
Deborah Uehara (May 18, 2023 15:21 PDT)
Debbie Uehara
Executive Secretary

19
20
21 Approved as to form and content:

22 AARON D. FORD
23 Attorney General

24 By: *Joel Bekker*
Joel Bekker
Deputy Attorney General
555 East Washington Avenue,
Suite 3900
Las Vegas, Nevada 89101
Attorneys for the Board

ORDER

IT IS SO ORDERED.

DATED this 18th day of May, 2023.

NEVADA STATE CERTIFIED COURT REPORTERS BOARD

Peggy S. Elias
Peggy S. Elias (May 18, 2023 15:52 PDT)

PEGGY ELIAS
Chairperson











Ruiz & Compass - Consent Decree Final 5-11-2-23


Final Audit Report

2023-05-18

Created:	2023-05-18
By:	Joel Bekker (jbekker@ag.nv.gov)
Status:	Signed
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-  Document created by Joel Bekker (jbekker@ag.nv.gov)
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 Document emailed to peggysue4761@gmail.com for signature


2023-05-18 - 10:21:14 PM GMT

 Email viewed by peggysue4761@gmail.com

2023-05-18 - 10:51:30 PM GMT

 Signer peggysue4761@gmail.com entered name at signing as Peggy S. Elias

2023-05-18 - 10:52:48 PM GMT

 Document e-signed by Peggy S. Elias (peggysue4761@gmail.com)

Signature Date: 2023-05-18 - 10:52:50 PM GMT - Time Source: server

 Agreement completed.

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