

Attorney General's Office
555 E. Washington, Suite 3900
Las Vegas, NV 89101

1 **BEFORE THE CERTIFIED COURT REPORTERS' BOARD OF NEVADA**

2
3 IN THE MATTER OF)
4 GINA SHRADER, CCR No. 647)
5 Respondent.)

Case Nos.: 03-2011
 04-2011
 06-2011
 05-2012

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7 **SETTLEMENT AGREEMENT AND ORDER**

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9 The Certified Court Reporters' Board of Nevada (the Board), by and through its
10 investigating board member (IBM) Lori Judd, hereby enters into this Settlement Agreement
11 with Respondent Gina Shrader, CCR No. 647 (Respondent).

12 **JURISDICTION AS ALLEGED IN COMPLAINT**

13 1. Respondent Shrader is now, and was at all relevant times alleged herein, issued
14 certificate of registration no. 647 as a certified court reporter by the Certified Court Reporters'
15 Board of Nevada ("Board"). Thus, Respondent is subject to the provisions of NRS and NAC
16 chapters 656.

17 **FACTUAL ALLEGATIONS**

18 2. On January 30, 2012, the Board entered an Order approving the Settlement
19 Agreement with Respondent Shrader in Case Nos. 03-2011, 04-2011 and 06-2011. In the
20 Settlement Agreement and Order, Respondent Shrader stipulated to and the Board ordered a
21 one-year probation period. During the probation period, Respondent Shrader agreed to
22 furnish transcripts within 30 days from the date the deposit was received.

23 3. On March 15, 2012, Michael A. Olsen, Esq. of Goodsell & Olsen filed a Request
24 for Transcript of Proceedings in the case of Magnum Opes Construction Corporation v.
25 Sanpete Steel Corporation, District Court Case No. A602457, for proceedings dated March 2,
26 2010, February 24, 2011, April 7, 2011, May 24, 2011, May 25, 2011, May 26, 2011 and July
27 28, 2011. On March 19, 2012, Goodsell & Olsen mailed the Request for Transcript of
28 Proceedings to Respondent Shrader.

1 the instant controversy upon the following terms and conditions.

2 2. Respondent shall be suspended for one year from the date the Board executes
3 this settlement agreement, followed by one year of probation. After completing the
4 suspension but prior to beginning the probation period, Respondent shall appear before the
5 Board.

6 3. While on suspension, pursuant to NAC 656.375, Respondent agrees that (1) she
7 shall not accept any new court reporting assignments; (2) she shall furnish transcripts within
8 30 days from the date the deposit is received; (3) she shall not seek continuances from any
9 Nevada court to furnish transcripts absent exigent circumstances, and if she does request a
10 continuance, she shall notify the Board in writing of her request within five days of asking for
11 the continuance; (4) she shall comply with Rule 9 of the Nevada Rules of Appellate
12 Procedure; and (5) she shall bill for her services in accordance with NRS 3.370.

13 4. Pursuant to the January 30, 2012 Settlement Agreement and Order Respondent
14 agreed to pay to the Board One Thousand Eight Hundred Dollars (\$1,800.00) in attorney fees
15 within one year from the date the Board approved the January 30, 2012 Settlement
16 Agreement.

17 5. Within 20 days after execution of this Settlement Agreement, Respondent shall
18 furnish to the Board, at her expense, a copy of her backup tapes, audio recordings, dictionary,
19 and PDFs of court calendars and attorney appearances for which she has served as a court
20 reporter since September 1, 2004.

21 6. Within 7 days after execution of this Settlement Agreement, Respondent shall
22 compile a list of outstanding transcript orders which includes case number, name of ordering
23 party, date of proceedings, date ordered, date deposit paid, delivery date promised, and a
24 page estimate. Respondent agrees while on suspension and probation, to notify the Board
25 within 24 hours of a new transcript order regarding a matter that she reported prior to her
26 suspension, including the case number, name of ordering party, date of proceedings and a
27 page estimate. Respondent further agrees to notify the Board within 24 hours of filing a
28 transcript.

1 7. Respondent and the Board agree that by entering into this Settlement Agreement,
2 the Board does not concede any defense or mitigation Respondent may assert and that once
3 this Settlement Agreement is approved and fully performed, the Board will close its file in this
4 matter.

5 8. Respondent agrees that if the attorney's fees are not timely paid, the backup
6 tapes and other material described herein in paragraph 5 is not timely provided, or the
7 information regarding transcript orders described herein in paragraph 6 is not timely provided,
8 the Board, may, at its option, rescind this Settlement Agreement and proceed with prosecuting
9 the Complaint before the Board. Further, debt collection actions for unpaid monetary
10 assessments in this case may be instituted by the Board.

11 9. Respondent has freely and voluntarily entered into the Settlement Agreement, and
12 it is aware of her rights to contest the charges pending against her. These rights include
13 representation by an attorney at her own expense, the right to a public hearing on any
14 charges or allegations formally filed, the right to confront and cross-examine witnesses called
15 to testify against her, the right to present evidence on her own behalf, the right to testify on her
16 own behalf, the right to obtain any other type of formal judicial review of this matter, and any
17 other rights which may be accorded to it pursuant to the provisions of NRS and/or NAC
18 chapters 233B, 622, 622A, and 656, and federal and state constitutions. Respondent is
19 voluntarily waiving all these rights in exchange for the Board's acceptance of this Settlement
20 Agreement. The Board members who review this matter for approval of this Settlement
21 Agreement may be the same members who ultimately hear, consider and the decide the
22 Complaint if this Settlement Agreement is either not approved the Board or is not timely
23 performed by Respondent. Respondent understands that this Settlement Agreement and
24 other documentation may be subject to public records laws. Respondent agrees that the
25 Board-approved Settlement Agreement may be used as evidence in any subsequent
26 disciplinary hearing.

27 10. Should the Settlement Agreement be rejected by the Board, it is agreed that
28 presentation to and consideration by the Board of such proposed Settlement Agreement shall

1 not unfairly or illegally prejudice the Board or any of its members from further participation,
2 consideration, adjudication, or resolution of these proceedings and that no Board member
3 shall be disqualified or challenged for bias.

4 11. Respondent acknowledges that the Settlement Agreement shall only become
5 effective after both the Board and Respondent have duly executed it.

6 12. In consideration of execution of this Settlement Agreement, Respondent hereby
7 releases and forever discharges the State of Nevada, Certified Court Reporters' Board of
8 Nevada, and each of its respective members, agents, employees and counsel in their
9 individual and representative capacities, from any and all manner of actions, causes of action,
10 suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in
11 law or equity, that Respondent ever had, now has, may have, or claim to have, against any or
12 all of the persons or entities named in this section, arising out of or by reason of the Board's
13 investigation, this disciplinary action, and all matters relating thereto.

14 13. This Settlement Agreement constitutes the entire agreement of the parties, and is
15 intended as a complete and exclusive statement of the promises, representations,
16 negotiations, and discussions of the parties. Unless otherwise expressly authorized by its
17 terms, this Settlement Agreement shall be binding upon the parties unless the same is in
18 writing and signed by the respective parties hereto.

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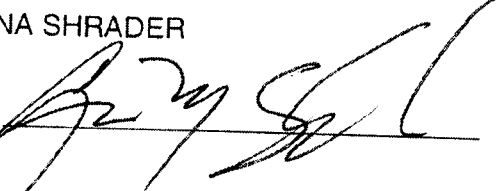
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IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be signed and intend to be legally bound thereby.

DATED this 9th ~~September~~ OCTOBER, 2012.

GINA SHRADER
By: 

DATED this 16th ~~September~~ October, 2012.

CERTIFIED COURT REPORTERS' BOARD
By: 
Lori Judd
Investigating Board Member

ORDER

IT IS HEREBY ORDERED that the foregoing Settlement Agreement and Order are approved and accepted by the Certified Court Reporters Board on this 15th day of September 2012.

DATED THIS 16th ~~September~~ October 2012.

CERTIFIED COURT REPORTERS' BOARD
By: 