

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

2
3 IN THE MATTER OF)
4 DEPO INTERNATIONAL, LLC,)
5 Respondent.)

Case Nos.: 04-2010
02-2011
05-2011

6
7 **SETTLEMENT AGREEMENT AND ORDER**

8 The Certified Court Reporters' Board of Nevada (the Board), by and through its
9 investigating board member (IBM) Sherri Grotheer, hereby enters into this Settlement
10 Agreement with Respondent Depo International, LLC, Firm #054F (Respondent). Pursuant to
11 chapter 233B of the Nevada Revised Statutes and chapter 656 of the Nevada Revised
12 Statutes (NRS) and Nevada Administrative Code (NAC), it is hereby stipulated and agreed, by
13 and between the parties in the above-entitled matter, that this matter shall be settled and
14 resolved upon the following terms:

15 1. The Board received three complaints against Respondent. In Case No. 04-2010
16 it was alleged that on its website Respondent advertised \$25 gift cards for scheduling court
17 reporting services and that it passed out promotional material offering \$25 gift cards in
18 violation of NAC 656.310(5), (6), and (7). In Case No. 02-2011, it was alleged that
19 Respondent offered a \$50 off coupon in violation of NAC 656.310(5), (6), and (7). In case No.
20 05-2011, it was alleged that Respondent offered a volume discount for depositions in violation
21 of NAC 656.310(5), (6), and (7) and NAC 656.390.

22 2. The Board was prepared to bring a formal complaint alleging the above offenses
23 and Respondent was prepared to defend any such complaint; Respondent does not contest
24 the violations as alleged herein. The parties desire to compromise and settle the instant
25 controversy upon the following terms and conditions.

26 3. Respondent shall be placed on probation for ~~six~~ *twelve* months from the date the Board
27 approves this settlement agreement. Respondent agrees to comply with NAC 656.310(5), (6),
28

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

*Drug
twelve - pc - 9/20/12*

1 and (7) and NAC 656.390.

2 4. Respondent agrees to pay to the Board Three Hundred Dollars (\$300.00) in
3 attorney's fees and costs within thirty days from the date the Board approves this Settlement
4 Agreement.

5 5. Respondent has freely and voluntarily entered into the Settlement Agreement,
6 and it is aware of its rights to contest the charges pending against it. These rights include
7 representation by an attorney at its own expense, the right to a public hearing on any charges
8 or allegations formally filed, the right to confront and cross-examine witnesses called to testify
9 against it, the right to present evidence on its own behalf, the right to testify on its own behalf,
10 the right to obtain any other type of formal judicial review of this matter, and any other rights
11 which may be accorded to it pursuant to the provisions of NRS and/or NAC chapters 233B,
12 622, 622A, and 656, and federal and state constitutions. Respondent is voluntarily waiving all
13 these rights in exchange for the Board's acceptance of this Settlement Agreement.
14 Respondent understands that this Settlement Agreement and other documentation may be
15 subject to public records laws.

16 6. Once executed, this Settlement Agreement will be filed and placed on the
17 agenda for approval at the Board's next public meeting, currently scheduled for September
18 12, 2012. Respondent agrees that the Board may approve, reject, or suggest amendments to
19 this Settlement Agreement that must be accepted or rejected by Respondent before any
20 amendment is effective.

21 7. Should the Settlement Agreement be rejected by the Board, it is agreed that
22 presentation to and consideration by the Board of such proposed Settlement Agreement shall
23 not unfairly or illegally prejudice the Board or any of its members from further participation,
24 consideration, adjudication, or resolution of these proceedings and that no Board member
25 shall be disqualified or challenged for bias.

26 8. Respondent acknowledges that the Settlement Agreement shall only become
27 effective after both the Board and Respondent have duly executed it.

28 9. In consideration of execution of this Settlement Agreement, Respondent hereby

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

8 10. Respondent hereby indemnifies and holds harmless the State of Nevada,
9 Certified Court Reporters' Board of Nevada, and each of its respective members, agents,
10 employees and counsel in their individual and representative capacities against any and all
11 claims, suits, and actions brought against said persons and/or entities by reason of the
12 Board's investigation, this disciplinary action and all other matters relating thereto, and against
13 any and all expenses, damages, and costs, including court costs and attorney fees, which
14 may be sustained by the persons and/or entities named in this section as a result of said
15 claims, suits, and actions.

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

21 ...

22 ...

23 ...

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED this 4th day of September, 2012.

DATED this 6th day of September, 2012.

DEPO INTERNATIONAL, LLC

CERTIFIED COURT REPORTERS' BOARD

By: Patricia K. Carr

By: Sherri Grotheer

Its: Respondent
Respondent

Sherri Grotheer
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 ___ day of September 2012.

DATED THIS 16th day of October September 2012.

CERTIFIED COURT REPORTERS' BOARD

By: [Signature]
President

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