

1 consideration by the Board. She acknowledges that the conduct described below constitutes
2 violations of NRS Chapter 656 governing the practice of court reporting in Nevada and that
3 if proven by a preponderance of the evidence, she is subject to disciplinary action by the
4 Board. As allowed under NAC 656.440, in an effort to resolve these allegations and to avoid
5 the necessity and cost of a hearing, Licensee Shrader agrees to the terms of this Agreement:

6 a. Licensee Shrader was at all relevant times mentioned herein licensed
7 by the Board to practice court reporting, issued license no. 647.

8 b. On or about January 31, 2018, Philip J. Kohn, Esq., Clark County
9 Public Defender, filed Appellant's Request for Certified Transcript of Proceedings
10 ("Request") in the case captioned *State of Nevada v. Gustavo Hernandez, Jr.*, Case No. C-
11 16-315348-1, in the District Court of Clark County Nevada. The Request was made to
12 Licensee Shrader, among others.

13 c. On or about February 6, 2018, the aforementioned Request was also
14 filed with the Clerk of the Nevada Supreme Court, Supreme Court Case No. 74835.

15 d. As related to Licensee Shrader, the Request sought the following
16 portions of the transcript:

17 i. 07/19/16, 02/21/17, 02/23/17, 03/02/17, 05/02/17, 08/31/17 – any
18 and all proceedings, all transcripts to include word index; and

19 ii. 09/11/17, 09/12/17 – trial transcripts – all transcripts, include
20 word index – any and all proceedings, jury voir dire, jury selection, opening statements,
21 testimony, matters heard outside the presence of the jury, settling of instructions, closing
22 arguments, verdict, any and all bench conferences.

23 e. On or about March 26, 2018, Licensee Shrader filed a Motion to Extend
24 Time for Transcripts, wherein she informed the Nevada Supreme Court that she was also
25 responsible for transcription for 09/13/17 and 09/15/17, and requested a 30-day extension
26 to complete the transcripts.

27 f. On or about April 3, 2018, the Nevada Supreme Court issued an Order
28 Granting Licensee Shrader's Motion, noting that her Motion was untimely but nonetheless

1 granting her request for a 30-day extension to complete the transcripts. The Order
2 specifically indicated that Licensee Shrader would have until April 18, 2018 to file the
3 transcripts in the District Court and deliver copies to the requesting party, and further
4 stated that Licensee Shrader would have until April 25, 2018 within which to file a notice
5 with the Nevada Supreme Court that the transcripts were filed and delivered.

6 g. On or about May 22, 2018, Licensee Shrader filed certificates of
7 delivery for transcripts dated 02/21/17, 02/23/17, 03/02/17, and 05/02/17. However,
8 Licensee Shrader had not filed certificates of delivery for the balance of the transcripts
9 and filed a second Motion to Extend Time for Transcripts, requesting an additional 30
10 days to complete transcription.

11 h. On or about May 30, 2018, the Nevada Supreme Court filed its Order
12 Granting Licensee Shrader's Motion, again noting that her Motion was untimely, but
13 ultimately affording additional time to prepare the transcripts, to be filed with the District
14 Court and delivered to the requesting party by June 21, 2018, and up to June 28, 2018
15 within which to file a notice with the Supreme Court that the transcripts were filed and
16 delivered.

17 i. On or about August 27, 2018, the Nevada Supreme Court issued an
18 Order Regarding Transcripts, noting that Licensee Shrader had failed to file the notice of
19 delivery of the transcripts and affording her 14 days from the date of the Order to file the
20 transcripts with the District Court and deliver the same to counsel, as well as to file a
21 notice of delivery with the Clerk of the Nevada Supreme Court.

22 j. On or about November 5, 2018, the Nevada Supreme Court issued an
23 Order Conditionally Imposing Sanctions upon Licensee Shrader for her failure to deliver
24 the transcripts and directed her to file and serve the requested transcripts within 10 days
25 of the Order.

26 k. On or about December 17, 2018, the Nevada Supreme Court issued an
27 Order Imposing Sanctions upon Licensee Shrader for her failure to file the requested
28 transcripts. Licensee Shrader was ordered to pay \$250 to the Supreme Court Law
Library

1 as well as to provide the transcripts within 11 days from the date of the Order.

2 l. On or about January 31, 2019, the Nevada Supreme Court entered an
3 Order directing Licensee Shrader to file the transcripts within 11 days of the Order and
4 cautioned that failure to comply would result in the imposition of additional sanctions,
5 including referral to the Certified Court Reporters' Board.

6 m. On or about April 10, 2019, the Nevada Supreme Court issued its
7 Order Imposing Sanctions, Directing Filing of Transcripts, and Referring Court Reporter
8 Gina Shrader to the Nevada Certified Court Reporters Board for her continued failure to
9 deliver the transcripts.

10 n. On or about April 30, 2019, the Board sent Licensee Shrader a
11 Confidential Investigation Form requesting a response by May 30, 2019 to the following
12 requests:

13 i. State the reason(s) ⁽²⁰¹⁷⁾for your untimely submission of transcripts
14 dated September 11, 2017, September 12, 2017, September 13, 2017, and September 15,
2017 for *Gustavo Hernandez, Jr. vs. The State of Nevada*, #74835;

15 ii. State the reason(s) for your untimely motion to request an
16 extension to prepare the transcripts for *Gustavo Hernandez, Jr. vs. The State of Nevada*,
17 #74835;

18
19 iii. State the reason(s) for your continued failure to respond to the
20 court's orders; and

21 iv. Provide proof of payment for the sum of \$250.00 made to the
22 Supreme Court Law Library.

23 o. On or about July 19, 2019, Licensee Shrader untimely served her
24 response to the Confidential Investigation Form.

25 p. On August 21, 2019, Licensee filed a Notice with the Nevada Supreme
26 Court stating that the requested transcripts were delivered.

27 VIOLATIONS OF LAW

28 4. The foregoing alleged conduct would violate NRS 656.250(12)(b) for Licensee

1 Shrader's failure without excuse to transcribe stenographic notes of a proceeding and filing
2 or delivering to an ordering party a transcript of the stenographic notes within a reasonable
3 time required for filing the transcript.

4 5. The foregoing alleged conduct would violate NRS 656.250(12)(c) for Licensee
5 Shrader's failure without excuse to transcribe stenographic notes of a proceeding and filing
6 or delivering to an ordering party a transcript of the stenographic notes within a reasonable
7 time required for delivery of the transcript.

8 6. The foregoing alleged conduct would violate NRS 656.250(11) for Licensee
9 Shrader's failure within a reasonable time to provide information requested by the Board
10 as a result of a formal or informal complaint to the Board based on her failure to timely
11 respond to the Confidential Investigation Form.

12 DISCIPLINE AUTHORIZED

13 7. Pursuant to NRS 656.250 and NRS 656.253, the Board may impose discipline,
14 including the denial, suspension, or revocation of certificates or licenses to practice court
15 reporting in Nevada.

16 8. Pursuant to NRS 656.257, the Board may place a certificate or license holder
17 on probation and/or impose an administrative fine not to exceed \$5,000.00 per violation.

18 SETTLEMENT

19 9. The Board was prepared to file a formal complaint against Licensee Shrader
20 pursuant to NAC 656.440 and was also prepared to present a case based upon the
21 Complaint. Licensee Shrader does not contest the violations as alleged herein. The parties
22 desire to compromise and settle the instant controversy upon the following terms and
23 conditions:

24 a. Licensee Shrader shall be suspended for one (1) year from the date the
25 Board executes this Agreement, followed by one (1) year of probation. After completing the
26 suspension but prior to beginning the probation period, Licensee Shrader shall appear
27 before the Board.

28 b. While on suspension, pursuant to NAC 656.375, Licensee Shrader

1 agrees that: (a) she shall not accept any new court reporting assignments; (b) she shall
2 furnish transcripts within 30 days from the date the deposit is received; (c) she shall not
3 seek continuances from any Nevada Court to furnish transcripts, absent exigent
4 circumstances, and if she does request a continuance that she shall notify the Board in
5 writing of her request within five (5) days of her request for the continuance; (d) she shall
6 comply with Rule 9 of the Nevada Rules of Appellate Procedure; and (e) she shall bill her
7 services in accordance with NRS 3.370.

8 c. Licensee Shrader agrees to pay to the Board the amount expended for
9 its attorneys' fees and costs. An exact tally of the Board's costs will be sent to Licensee
10 Shrader by mail within fifteen (15) days from the date of this Order. Licensee Shrader
11 shall have one (1) year from the date the Board executes this Agreement within which to
12 pay such sum. Failure to timely pay the total fees and costs shall be construed as an event
13 of default by Licensee Shrader.

14 d. Within 7 days after the execution of this Agreement by the Board,
15 Licensee Shrader shall compile a list of outstanding transcript orders which includes case
16 number, name of ordering party, date of proceedings, date ordered, date deposit paid,
17 delivery date promised, and a page estimate and provide the same to the Board. Licensee
18 Shrader agrees that while on suspension and/or probation, she shall notify the Board
19 within 24 hours of a new transcript order regarding a matter that she reported prior to her
20 suspension, including the case number, name of ordering party, date of proceedings, and a
21 page estimate. Licensee Shrader further agrees to notify the Board within 24 hours of
22 filing a transcript.

23 e. Licensee Shrader and the Board agree that by entering into this
24 Agreement, the Board does not concede any defense or mitigation Licensee Shrader may
25 assert and that once this Agreement is approved and fully performed, the Board will close
26 its file in this matter.

27 f. Licensee Shrader further acknowledges that the Board will retain
28 jurisdiction over this matter until all terms and conditions set forth in this Agreement have

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24 Agreement, the Board does not concede any defense or mitigation Licensee Shrader may
25 assert and that once this Agreement is approved and fully performed, the Board will close
26 its file in this matter.

27 f. Licensee Shrader further acknowledges that the Board will retain
28 jurisdiction over this matter until all terms and conditions set forth in this Agreement have

1 been met to the satisfaction of the Board.

2 g. Licensee Shrader agrees that if the attorneys' fees are not timely paid,
3 or if the information regarding transcript orders described herein in paragraph 9(d) are not
4 timely provided, or if she fails to comply with the terms of her suspension and/or probation,
5 the Board may, at its option, rescind this Agreement and proceed with filing a formal
6 complaint and prosecution thereon before the Board. Further, debt collection actions for
7 unpaid monetary assessments in this matter may be instituted by the Board.

8 h. Licensee Shrader hereby expressly acknowledges that she has freely
9 and voluntarily entered into this Agreement, and she is aware of her rights to contest the
10 charges pending against her. These rights include the right to representation by an
11 attorney at her own expense, the right to file an answer in response to a formal complaint,
12 the right to a public hearing on any charges or allegations formally filed, the right to
13 confront and cross-examine witnesses called to testify against her, the right to represent
14 evidence on her own behalf, the right to testify on her own behalf, the right to receive
15 writing findings of fact and conclusions of law supporting the decision and the merits of the
16 complaint, and the right to obtain judicial review of the decision. Licensee Shrader further
17 is aware of her rights which may be accorded to her pursuant to the provisions of NRS
18 and/or NAC chapters 233B, 622, 622A, and 656, and federal and state constitutions.
19 Licensee Shrader hereby voluntarily waives all these rights in exchange for the Board's
20 acceptance of this Agreement.

21 10. Licensee Shrader is aware of, understands, and has been advised of the effect
22 of this Settlement Agreement and Order ("Agreement"), which she has carefully read and
23 fully acknowledges. Licensee Shrader has had the opportunity to consult with competent
24 counsel of her choice.

25 11. If the Agreement is not accepted by the Board, or if this matter proceeds to
26 formal hearing due to Licensee Shrader's failure to comply with the terms of the
27 Agreement, Licensee Shrader acknowledges and understands that the Board members who
28 review this matter for approval of this Agreement may be the same members who

1 ultimately hear, consider, and decide the Complaint.

2 12. Licensee Shrader understands that this Agreement and other documentation
3 may be subject to public records laws, and that at the time this Agreement becomes
4 effective, it also becomes a public document. It is also understood that the meeting in which
5 the Board considers and accepts or rejects this Agreement is open to the public and that
6 the minutes of the Board meeting are a public document, available for inspection by any
7 person so requesting.

8 13. Licensee Shrader agrees that the Board-approved Agreement may be used as
9 evidence in any subsequent disciplinary hearing.

10 14. Should the Agreement be rejected by the Board, it is agreed that presentation
11 to and consideration by the Board of such proposed Agreement shall not unfairly or illegally
12 prejudice the Board or any of its members from further participation, consideration,
13 adjudication, or resolution of these proceedings and that no Board member shall be
14 disqualified or challenged for bias.

15 15. Licensee Shrader acknowledges that the Agreement shall only become
16 effective upon being duly executed by both the Board and Licensee Shrader.

17 16. In consideration of execution of this Agreement, Licensee Shrader hereby
18 releases and forever discharges the State of Nevada, the Certified Court Reporters' Board
19 of Nevada, and each of its respective members, agents, employees, and counsel in their
20 individual and representative capacities, from any and all manner of actions, causes of
21 action, suits, debts, judgments, executions, claims, and demands whatsoever, known or
22 unknown, in law or equity, that Licensee Shrader ever had, now has, may have, or may
23 claim to have, against any and all of the persons and/or entities named in this section,
24 arising out of or by reason of the Board's investigation, this disciplinary action, and all
25 matters relating thereto.

26 17. This Agreement constitutes the entire agreement of the parties, and is
27 intended to be a complete and exclusive statement of the promises, representations,
28 negotiations, and discussions of the parties. Unless otherwise expressly authorized by its

1 terms, this Agreement shall be binding upon the parties unless the same is in writing and
2 signed by the respective parties hereto.

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

5
6 DATED this 23rd day of October, 2019. DATED this 14th day of November, 2019.

7 GINA SHRADER

8 CERTIFIED COURT REPORTERS'
9 BOARD OF NEVADA

10 By: 

11 By: 

12 Its: Chair

13 **ORDER**

14 IT IS HEREBY ORDERED that the foregoing Settlement Agreement and Order are
15 approved and accepted by the Certified Court Reporters' Board.

16 DATED this 14th day of November, 2019.

17
18 CERTIFIED COURT REPORTERS' BOARD
19 OF NEVADA

20 By: 

21 Its: Chair