

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

IN THE MATTER OF

GINA SHRADER, CCR No. 647

Respondent.

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

**SETTLEMENT AGREEMENT AND ORDER**

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

**JURISDICTION AS ALLEGED IN COMPLAINT**

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

**FACTUAL ALLEGATIONS**

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

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

3           5. On or about May 7, 2012, Respondent Shrader picked up the check for the  
4 transcript from Goodsell & Olsen and deposited the check on or about May 11, 2012.

5       6. On May 16, 2012, Emily Kardt of Goodsell & Olsen sent Respondent Shrader an  
6 e-mail inquiring when the transcript would be filed.

7           7. On June 13, 2012, Emily Kardt of Goodsell & Olsen sent Respondent Shrader an  
8 e-mail stating that the transcript had not been filed yet, the opening brief was due to the  
9 Nevada Supreme Court by the coming Monday, and she asked her to contact her.

10           8. On July 24, 2012, Respondent Shrader filed the transcript of the May 26, 2011  
11 proceedings in Magnum Opes Construction Corporation v. SanPete Steel Corporation, District  
12 Court Case No. A602457.

### VIOLATIONS OF LAW

14           9. By failing to deliver the May 26, 2011 hearing transcript to Goodsell & Olsen within  
15 30 days of the date the deposit was received, Respondent Shrader violated NRS  
16 656.250(12)(a), (b) and/or (c), and/or the terms of her probation as set forth in the January 30,  
17 2012 Settlement Agreement and Order.

DISCIPLINE AUTHORIZED

19           10. Under NRS 656.253, the Board may suspend or revoke a certificate. Under NRS  
20   656.257, the Board may place the court reporter on probation or impose an administrative fine  
21   not to exceed \$5,000 for each violation.

11. Under NRS 622.400, the Board is authorized to impose the costs of the proceeding upon Respondent Shrader, including investigative costs and attorney's fees, if the Board imposes discipline.

## SETTLEMENT

1. The Board was prepared to present its case based upon the Complaint filed with Board and Respondent Shrader was prepared to defend against the Complaint. Respondent does not contest the violations as alleged herein. The parties desire to compromise and settle

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

3  
4 DATED this 9<sup>th</sup> OCTOBER day of ~~September~~, 2012.

5 GINA SHRADER

6 By: 

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8 DATED this 16<sup>th</sup> October day of ~~September~~, 2012.

9 CERTIFIED COURT REPORTERS' BOARD

10 By: 

11 Lori Judd  
12 Investigating Board Member

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 on this 15<sup>th</sup> day of  
16 September 2012.

17 DATED THIS 16<sup>th</sup> October day of ~~September~~ 2012.

18 CERTIFIED COURT REPORTERS' BOARD

19 By: 