

BEFORE THE NEVADA STATE BOARD OF
MASSAGE THERAPY

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3 In the Matter of:

4 Elizabeth M. Galvan,

5 Licensed Massage Therapist
6 Nevada License No. NVMT.4828

7 Respondent.

Case No. NVMT-C-1937

SETTLEMENT AGREEMENT

8 This Agreement is hereby entered into between ELIZABETH M. GALVAN (Respondent), an
9 the NEVADA STATE BOARD OF MASSAGE THERAPY (Board).

10 It is hereby stipulated and agreed, by and between the parties to the above-entitled matter, tha
11 the following statements are true:

12 1. Respondent is aware of understands and has been advised of the effect of this
13 Agreement, which Respondent herein has carefully read and fully acknowledges. No coercion has
14 been exerted on the Respondent. Respondent acknowledges his right to an attorney at her own expense.
15 The Respondent has had the benefit, at all times, of obtaining advice from competent counsel of his
16 choice.

17 2. Respondent understands the nature of the allegations under investigation by the Board.
18 Respondent freely admits:

- 19 a. On or about July 2, 2019, Respondent submitted an online renewal application
20 wherein Respondent indicated that she was arrested for simple battery.
21 b. Court records indicate that on or about December 14, 2018. Respondent was charged
22 with Domestic Battery (2nd).
23 c. Court records indicate that on or about February 19, 2019, Respondent was pled to
24 Simple Battery.
25 d. As of January 20, 2020, Respondent has completed all court requirements.
26 e. Respondent acknowledges that this conduct constitutes a violation of NRS
27 640C.700(3) and/or NRS 640C.700(9).
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1 3. Respondent is aware of her rights, including the right to a hearing on any charges and
2 allegations, the right to an attorney at her own expense, the right to examine witnesses who would
3 testify against her, the right to present evidence in her favor and call witnesses on his behalf, or to
4 testify herself, the right to contest the charges and allegations, the right to reconsideration, appeal or
5 any other type of formal judicial review of this matter, and any other rights which may be accorded to
6 her pursuant to the provisions of Chapters 640C, 233B., 622 and 622A of the Nevada Revised Statutes.

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8 **Respondent agrees to waive the force and effect of this Agreement by the**
9 **Board.**

10 4. Respondent understands that the Board is free to accept or reject this Agreement, and if
11 rejected by the Board, a disciplinary proceeding may be commenced.

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

16 6. This Agreement shall only become effective when both parties have duly executed it
17 and unless so executed, this Agreement will not be construed as an admission.

18 7. This Agreement shall not be construed as excluding or reducing any criminal or civil
19 penalties or sanction or other remedies that may be applicable under federal, state or local laws.

20 8. This agreement shall cover any massage license issued by the State of Nevada.

21 9. This agreement may be used by the Board as evidence in any subsequent proceeding
22 involving the Respondent.

23 10. Based upon the foregoing stipulations and recitals, it is hereby agreed that the Board
24 may issue the following decision and order:
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AGREEMENT

IT IS HEREBY ORDERED:

1. Respondent is PUBLICLY REPRIMANDED.
2. Respondent must provide to the Board, at her own expense, a background check every year for the following two years that Respondent is licensed.
3. Respondent shall provide to the Board quarterly reports completed by Respondent and Respondent's employer for the following two years that Respondent is licensed.

IT IS FURTHER ORDERED that the discipline set forth in this Agreement become part of Respondent's permanent record and be reported to all appropriate agencies.

This Settlement Agreement shall take effect upon signature by the Chairperson of the Board.

NEVADA STATE BOARD OF MASSAGE THERAPY retains jurisdiction in this case until all conditions have been met to the satisfaction of the Board.

 _____ ELIZABETH GALVAN, Respondent	<u>8/11/20</u> /Date
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IT IS SO ORDERED.

DIANE HULEVA, LMT Date
Board President