

BEFORE THE NEVADA STATE BOARD OF
MASSAGE THERAPY

In the Matter of:

Shufen Li,

Licensed Massage Therapist
Nevada License No. NVMT.10637,

Respondent.

Case No. NVMT-C-21063

**STIPULATION FOR SETTLEMENT
OF DISCIPLINARY ACTION
AND ORDER**

WHEREAS, as more fully addressed below, the Nevada State Board of Massage Therapy, (“Board”), and Respondent, Shufen Li (“Respondent”) (collectively referred to as “the Parties”), hereby enter into this Stipulation for Settlement of Disciplinary Actions (“settlement agreement”) as follows:

JURISDICTION

1. Respondent is currently and at all times mentioned herein, licensed as a massage therapist in the State of Nevada and is therefore, subject to the jurisdiction of the Board and the provisions of NRS Chapter 640C.
2. Pursuant to Nev. R. Stat. 233B.121(5), the Board is authorized to enter into settlement agreements to resolve a disputed matter.

ALLEGATIONS

1. On or about May 11, 2021, Board Inspector, Vicki-Lynn Kitzman, visited Eden Garden Spa (“Establishment”) located at 5255 S. Decatur Blvd., Suite 105, Las Vegas, Nevada 89118, to conduct a sanitation inspection.
2. The inspection resulted in an unsatisfactory report.
3. When attempting to discuss the inspection with Respondent, Respondent placed a \$100 bill in Ms. Kitzman’s hand and told her to “go get a coffee.”

SETTLEMENT

4. The Parties desire to resolve any disputed matters relating to the Board’s investigation, and recognize that continued litigation of this dispute would be protracted, costly and time

1 consuming, and therefore, the Parties have reached a settlement agreement in the interest
2 of judicial and administrative economy.

- 3 5. Respondent admits that the conduct set forth in the complaint and again set forth above
4 constitutes a violation of the provisions of NRS 640C.700(9). This is grounds for
5 discipline pursuant to NRS 640C.700(2).
6 6. Respondent has elected to enter into this settlement agreement rather than face the
7 possibility of further disciplinary action by the Board if the Board were to prevail at a
8 disciplinary hearing.

8 **Administrative Penalty**

- 9 7. Respondent is placed on PROBATION for two (2) years.
10 8. Respondent shall pay an administrative fee of One Hundred and Fifty Dollars (\$150.00),
11 payable within thirty (30) days of the Board's Order.
12 9. Respondent shall pay a fine of Three Thousand Dollars (\$3,000.00), payable to the Board
13 within thirty (30) days of the Board's Order.
14 a. Respondent may request a payment plan from the Executive Director within thirty
15 (30) days of the Board's Order, and any missed payments shall be considered
16 default.
17 b. In the event of default, Respondent agrees that her license shall be immediately
18 suspended. The suspension of Respondent's license shall continue until the unpaid
19 balance is paid in full. Respondent acknowledges that if her license is suspended,
20 the suspension is subject to reporting to all appropriate agencies and becomes part
21 of her permanent record.
22 10. Respondent acknowledges that the Board will retain jurisdiction over this matter until all
23 terms and conditions set forth in this settlement agreement have been met to the
24 satisfaction of the Board.
25 11. The Board agrees not to pursue any other or greater remedies or fines in connection
26 Respondent's alleged conduct, and that once this agreement is fully performed, the Board
27 will close its file in this matter.

26 **Public Record**

- 27 12. Respondent acknowledges that if adopted by the Board, this settlement agreement and all
28 associated documentation become a matter of public record.

1 13. Respondent acknowledges that if adopted by the Board, this settlement agreement is
2 subject to reporting to all appropriate agencies and becomes part of her permanent record.

3 **Voluntary Waiver of Rights**

4 14. Respondent may at all times obtain the advice from competent counsel of her choice.
5 Respondent has, at all times, received full cooperation of the Board's staff before making
6 the decision to settle this matter. No coercion has been exerted upon Respondent, nor
7 have any promises been made other than those reflected in this agreement. Respondent
8 freely and voluntarily entered into this agreement, motivated only by a desire to resolve
9 the issues addressed herein. Respondent has executed this settlement only after a careful
10 reading of it and a full understanding of all its terms.

11 15. Respondent is fully aware of her rights to contest the charges pending against her. These
12 rights include: representation by an attorney at her own expense, the right to a public
13 hearing on any charges or allegations filed, the right to confront and cross-examine
14 witnesses called to testify against her, the right to present evidence on her own behalf, the
15 right to compulsory process to secure the attendance of such witnesses, the right to testify
16 on her own behalf, the right to receive written findings of fact and conclusions of law
17 supporting the decision of the merits of the complaint and the right to obtain judicial
18 review of the Board's decision.

19 ***16. Respondent in exchange for the Board's acceptance of this settlement agreement is***
20 ***voluntarily waiving all of these rights in paragraph 15.***

21 **Release from Liability**

22 17. In execution of this settlement agreement, Respondent for herself, her executors,
23 successors and assigns, hereby releases and forever discharges the state of Nevada, the
24 Board and the Nevada Attorney General and each of their members, agents and employees
25 in their individual and representative capacities, from any and all manner of actions,
26 causes of action, suits, debts, judgments, executions, claims and demands whatsoever
27 known and unknown, in law or equity, that Respondent ever had, now has, may have or
28 claim to have against any or all of the persons or entities names in this paragraph arising
out of or by reason of this investigation, this disciplinary action, this settlement or its
administration.

1 **Indemnification**

2 18. Respondent, for herself, her heirs, executors, administrators, successors and assigns,
3 hereby indemnifies and holds harmless the State of Nevada, the BOARD, the Nevada
4 Attorney General's office and each of their members, agents and employees in their
5 individual and representative capacities against any and all claims, suits, demands,
6 actions, debts, damages, costs, charges, and expenses, including court costs and attorneys
7 fees against any persons entities as well as all liability, losses, and damages of any nature
8 whatsoever that the persons and entities named in this paragraph shall have or may at any
9 time sustain or suffer by reason of this investigation, this disciplinary action, this
10 settlement or its administration.

11 **Acceptance by the Board**

12 19. This settlement agreement will not be submitted for Board consideration until after it has
13 been agreed to and executed by the Respondent. The settlement agreement shall not
14 become effective until it has been approved by a majority of the Board and endorsed by a
15 representative member of the Board.

16 20. It is hereby agreed between the parties that this settlement agreement shall be presented to
17 the Board with a recommendation for approval at the next regularly scheduled meeting of
18 the Board.

19 21. Respondent understands that the Board is free to accept or reject this settlement agreement
20 and, if rejected by the Board, a formal disciplinary hearing on the complaint against
21 Respondent may be scheduled. The Board members who review this matter for approval
22 of this settlement agreement may be the same members who ultimately hear the
23 disciplinary complaint if this settlement agreement is not approved by the Board.

24 22. Respondent understands and agrees that Board staff and counsel for the Board will
25 communicate directly with the adjudicating members of the Board during the meeting
26 regarding this settlement agreement without participation by Respondent or her counsel
27 should they chose to not appear at the meeting.

28 23. Respondent hereby agrees to waive any rights she/he might have to challenge the
impartiality of the Board to hear the disciplinary complaint, based on prior knowledge
obtained by the Board through consideration of this settlement agreement, if after review
by the Board, this settlement agreement is rejected.

1 24. If the Board does not accept the settlement agreement, it shall be regarded as null and
2 void. Admissions by Respondent in the settlement agreement will not be regarded as
3 evidence against her at the subsequent disciplinary hearing. Respondent will be free to
4 defend herself and no inferences against her will be made from her willingness to have
5 entered into this agreement.

6 **Complete Agreement**

7 25. This settlement agreement consists of five pages and embodies the entire agreement
8 between the Board and Respondent. It may not be altered, amended or modified without
9 the express consent of the parties.

10 Date: 07/25/2022

Date: _____

11 By: LI SHU FEI
Shufen Li, NVMT.10637

By: _____
Sandy Anderson, Executive Director
NEVADA STATE BOARD OF
MASSAGE THERAPY

12 By: [Signature]
13 Calvin P. Tian, Esq.
14 PT LAW
15 2820 S. Jones Blvd, Unit 1
16 Las Vegas, NV 89146
Calvin@PTLawLV.com
Attorney for Shufen Li

17 **ORDER**

18 So Ordered, the above Settlement Agreement is hereby accepted.

19 Dated this _____ day of _____, 2022.

21 **NEVADA STATE BOARD OF MASSAGE THERAPY**

22 _____
23 ELISABETH BARNARD, Chairperson

24 Approved as to form and content:
25 AARON D. FORD
26 NEVADA ATTORNEY GENERAL

27 _____
28 Sophia G. Long, Esq.
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