

BEFORE THE NEVADA STATE BOARD OF
MASSAGE THERAPY

In the Matter of:

Case No. NVMT-C-21086

Thomas W. Maher,

SETTLEMENT AGREEMENT

Licensed Massage Therapist
Nevada License No. NVMT.1717

Respondent.

This Agreement is hereby entered into between THOMAS W. MAHER (Respondent), and the NEVADA STATE BOARD OF MASSAGE THERAPY (Board).

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

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

2. Respondent understands the nature of the allegations under investigation by the Board, to-wit:

- a. On or about October 8, 2021, while working at, and the owner of, Lapis and Oak Spa and Salt Massage located at 615 S Green Valley Pkwy., suite 120, Henderson, Nevada 89052, Respondent massaged Geneveive Young. Ms. Young alleges that the massage included a cervical adjustment, including one to her neck, resulting in injury needing medical attention.
- b. Respondent is not licensed to perform cervical adjustments.
- c. Ms. Young further alleges that she already had a shoulder injury and that Respondent did not inform Ms. Young that he was going to perform cervical adjustments, nor did he receive consent to do so.
- d. Ms. Young further alleges that Respondent performed cupping to Ms. Young that Respondent did not inform Ms. Young that he was going to perform cupping, nor did he receive consent to do so and that the cupping resulted in visible bruises.

1 3. Respondent acknowledges that information has been received by the Board or its agent,
2 which constitutes sufficient grounds for the initiation of an administrative hearing for violations of
3 NRS 640C.700(9).

4 4. Respondent has elected to enter into this settlement agreement in the interest of judicial
5 economy recognizing that continued litigation of this dispute would be protracted, costly and time
6 consuming.

7 5. Respondent is aware of his rights, including the right to a hearing on any charges and
8 allegations, the right to an attorney at his own expense, the right to examine witnesses who would
9 testify against him, the right to present evidence in his favor and call witnesses on his behalf, or to
10 testify himself, the right to contest the charges and allegations, the right to reconsideration, appeal or
11 any other type of formal judicial review of this matter, and any other rights which may be accorded to
12 him pursuant to the provisions of Chapters 640C, 233B., 622 and 622A of the Nevada Revised Statutes.

13 **Respondent agrees to waive the foregoing rights upon acceptance of this Agreement by the**
14 **Board.**

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

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

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

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

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

26 9. This agreement may be used by the Board as evidence in any subsequent proceeding
27 involving the Respondent.
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10. Based upon the foregoing stipulations and recitals, it is hereby agreed that the Board may issue the following decision and order:

AGREEMENT

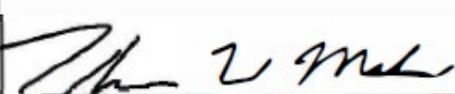
IT IS HEREBY ORDERED:

- 1. Pursuant to NRS 640C.710, Respondent shall pay a fine of Five Hundred Dollars (\$500.00);
- 2. Pursuant to NRS 640C.710, Respondent shall reimburse the Board for costs incurred in pursuing this matter of Five Hundred Dollars (\$500.00);
- 3. Pursuant to NRS 640C.710, Respondent shall take an anatomy class offered by Federation of State Massage Therapy Boards ("FSMTB") or an approved provider; and
- 4. The courses *shall not* count toward Respondent's renewal and all of the above must be completed within ninety (90) days of the Board's Order.

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 President 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.


 THOMAS W. MAHER, _____ Date
 Respondent

Approved: 
 James E. Shapiro, Esq.
 SMITH & SHAPIRO
 333 E. Serene Ave., Suite 130
 Henderson, NV 89074
 Attorney for Respondent

IT IS SO ORDERED.

 ELISABETH BARNARD Date
 Board President