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BEFORE THE NEVADA STATE BOARD OF
MASSAGE THERAPY

In the Matter of:

Liqing Huang,

Licensed Massage Therapist
Nevada License No. NVMT.1883,

Respondent.

Case No. NVMT-C-22029

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

WHEREAS, as more fully addressed below, the Nevada State Board of Massage Therapy, (“Board”), and Respondent, Liqing Huang (“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. Respondent, is and at all times herein, owner of Linda’s Massage located at 3670 Grant Dr., 105B, Reno, Nevada 89502 (“Establishment”).
2. The Board received complaints that employees at Establishment were soliciting sexual activity to its massage patrons.
3. On or about August 3, 2022, Lijuan Ai, while working at the Establishment, solicited sexual activity during the course of practicing massage to an undercover operative hired by the Board.
4. Lijuan Ai failed to drape the undercover operative.
5. Lijuan Ai is not licensed with the Board as a massage therapist.
6. Respondent knew of the employee’s conduct and unlicensed activity and failed to report to the Board that the employee had engaged in unethical or unprofessional conduct as it

1 relates to the practice of massage therapy within 30 days after becoming aware of the
2 conduct.

3 **SETTLEMENT**

4 7. The Parties desire to resolve any disputed matters relating to the Board's investigation,
5 and recognize that continued litigation of this dispute would be protracted, costly and time
6 consuming, and therefore, the Parties have reached a settlement agreement in the interest
7 of judicial and administrative economy.

8 8. Respondent admits that the conduct set forth in the complaint and again set forth above
9 constitutes a violation of the provisions of NRS 640C.700(6), (9) and (10). This is
10 grounds for discipline pursuant to NRS 640C.700(2).

11 9. Respondent has elected to enter into this settlement agreement rather than face the
12 possibility of further disciplinary action by the Board if the Board were to prevail at a
13 disciplinary hearing.

14 **Administrative Penalty**

15 10. Respondent is placed on PROBATION for four (4) years. During probation, Respondent
16 shall:

17 a. If Respondent owns a massage establishment:

18 i. Be subject to a minimum of quarterly inspections of the establishment by
19 Board staff.

20 ii. Provide quarterly reports to Board staff that includes licensed and
21 unlicensed employees.

22 iii. Provide to Board staff annual copies of business license renewals for the
23 City and the Nevada Secretary of State.

24 iv. Maintain a minimum liability coverage of \$1,000,000 per occurrence for
25 protection of the public.

26 b. If Respondent is employed or self-employed:

27 i. No outcall.

28 ii. Employer to provide the Board with quarterly reports.

11. Respondent shall pay an administrative fee of Six Hundred Dollars (\$600.00), payable
within thirty (30) days of the Board's Order.

12. Respondent shall pay a fine of Five Thousand Dollars (\$5,000.00), payable to the Board
within thirty (30) days of the Board's Order.

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- a. Respondent may request a payment plan from the Executive Director within thirty (30) days of the Board’s Order, and any missed payments shall be considered default.
 - b. In the event of default, Respondent agrees that her license shall be immediately suspended. The suspension of Respondent’s license shall continue until the unpaid balance is paid in full. Respondent acknowledges that if her license is suspended, the suspension is subject to reporting to all appropriate agencies and becomes part of her permanent record.
13. Respondent shall complete twenty-four (24) hours of ethics courses provided by the Federation of State Massage Therapy Boards within one year of the Board’s Order. These courses are in addition to any Continuing Education requirements. These courses must include:
- a. Professional Relationships: Client Assessment and Documentation (2 CE credits);
 - b. Professional Relationships: Sexual Boundaries (1 CE credit);
 - c. Professional Relationships: Client Intake (1 CE credit);
 - d. Human Trafficking: General Interest; and
 - e. Human Trafficking Awareness for Massage Professionals (1 CE credit).
14. Respondent shall come before the Board for review every two (2) years and must be present.
15. Respondent acknowledges that the Board will retain jurisdiction over this matter until all terms and conditions set forth in this settlement agreement have been met to the satisfaction of the Board.
16. The Board agrees not to pursue any other or greater remedies or fines in connection Respondent’s alleged conduct, and that once this agreement is fully performed, the Board will close its file in this matter.

Public Record

- 17. Respondent acknowledges that if adopted by the Board, this settlement agreement and all associated documentation become a matter of public record.
- 18. Respondent acknowledges that if adopted by the Board, this settlement agreement is subject to reporting to all appropriate agencies and becomes part of her permanent record.

1 **Voluntary Waiver of Rights**

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

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

17 *21. Respondent in exchange for the Board's acceptance of this settlement agreement is
18 voluntarily waiving all of these rights in paragraph 20.*

19 **Release from Liability**

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

Indemnification

23. Respondent, for herself, her heirs, executors, administrators, successors and assigns,
hereby indemnifies and holds harmless the State of Nevada, the BOARD, the Nevada
Attorney General's office and each of their members, agents and employees in their

1 individual and representative capacities against any and all claims, suits, demands,
2 actions, debts, damages, costs, charges, and expenses, including court costs and attorney's
3 fees against any persons entities as well as all liability, losses, and damages of any nature
4 whatsoever that the persons and entities named in this paragraph shall have or may at any
5 time sustain or suffer by reason of this investigation, this disciplinary action, this
6 settlement or its administration.

6 **Acceptance by the Board**

7 24. This settlement agreement will not be submitted for Board consideration until after it has
8 been agreed to and executed by the Respondent. The settlement agreement shall not
9 become effective until it has been approved by a majority of the Board and endorsed by a
10 representative member of the Board.

11 25. It is hereby agreed between the parties that this settlement agreement shall be presented to
12 the Board with a recommendation for approval at the next regularly scheduled meeting of
13 the Board.

14 26. Respondent understands that the Board is free to accept or reject this settlement agreement
15 and, if rejected by the Board, a formal disciplinary hearing on the complaint against
16 Respondent may be scheduled. The Board members who review this matter for approval
17 of this settlement agreement may be the same members who ultimately hear the
18 disciplinary complaint if this settlement agreement is not approved by the Board.

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

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

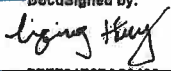
27 29. If the Board does not accept the settlement agreement, it shall be regarded as null and
28 void. Admissions by Respondent in the settlement agreement will not be regarded as
evidence against her at the subsequent disciplinary hearing. Respondent will be free to
defend herself and no inferences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


1 **Complete Agreement**

2 30. This settlement agreement consists of six pages and embodies the entire agreement
3 between the Board and Respondent. It may not be altered, amended or modified without
4 the express consent of the parties.

5 Date: 10/25/2022

Date: *October 25th, 2022*

6 By: 
7 DocuSigned by:
7EE784E6D9C3489
Liqing Huang, NVMT.1883

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

8 By: 
9 DocuSigned by:
18A7A07E417444EE
Calvin Tian, Esq.
10 PT LAW
11 2820 S. Jones Blvd, Unit 1
12 Las Vegas, NV 89146
calvin@ptlawlv.com
Attorney for Liqing Huang

13 **ORDER**

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

15
16 Dated this _____ day of _____, 2022.

17
18 **NEVADA STATE BOARD OF MASSAGE THERAPY**

19
20 ELISABETH BARNARD, Chairperson