

1 BEFORE THE NEVADA STATE BOARD OF
2 MASSAGE THERAPY

3 In the Matter of:

Case No. NVMT-C-22013

4 Bing An,

SETTLEMENT AGREEMENT

5 Licensed Massage Therapist
6 Nevada License No. NVMT.10378

7 Respondent.

8 This Agreement is hereby entered into between BING AN (Respondent), and the NEVADA
9 STATE BOARD OF MASSAGE THERAPY (Board).

10 It is hereby stipulated and agreed, by and between the parties to the above-entitled matter, that
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 her 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 her
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 April 17, 2022, Respondent submitted a renewal application. Respondent
20 indicated that she was disciplined in Oregon for practicing without a license.
21 b. On or about September 2, 2021, Respondent signed a settlement agreement for
22 discipline that was approved by the Oregon Board on September 23, 2022.
23 c. On or about April 22, 2022, the Board approved Respondent's application.
24 d. By being disciplined in another state, Respondent violated NRS 640C.700(11) and (9).

25 3. Respondent is aware of her rights, including the right to a hearing on any charges and
26 allegations, the right to an attorney at her own expense, the right to examine witnesses who would
27 testify against her, the right to present evidence in her favor and call witnesses on her behalf, or to
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1 testify herself, the right to contest the charges and allegations, the right to reconsideration, appeal or
2 any other type of formal judicial review of this matter, and any other rights which may be accorded to
3 her pursuant to the provisions of Chapters 640C, 233B., 622 and 622A of the Nevada Revised Statutes

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

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

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

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

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

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

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

19 10. Based upon the foregoing stipulations and recitals, it is hereby agreed that the Board
20 may issue the following decision and order:
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22 **AGREEMENT**

23 **IT IS HEREBY ORDERED:**

24 1. Respondent shall take the following courses from the Federation of State Massage
25 Therapy Boards REACH platform:
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- 27 a. Professional Relationships: Client Assessment and Documentation (2 CE credits);
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- 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).

2. The courses *shall not* count toward Respondent's renewal and 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 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.

DocuSigned by:

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BING AN, Respondent 8/5/2022 Date

IT IS SO ORDERED.

ELISABETH BARNARD Date
Board President