

BEFORE THE NEVADA STATE BOARD OF
MASSAGE THERAPY

In the Matter of:

Shubo Lin-Washmon,
Licensed Massage Therapist
Nevada License No. NVMT.7334,
Respondent.

Case No. NVMT-C-21088

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

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

JURISDICTION

- 1.a 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.a
- 2.a Pursuant to Nev. R. Stat. 233B.121(5), the Board is authorized to enter into settlement agreements to resolve a disputed matter.a

ALLEGATIONS

- 3.a Respondent, is and at all times herein, owner of Spa One located at 5435 S. Fort Apache Rd., Suite 104, Las Vegas, Nevada 89048 (“Establishment”).a
- 4.a On or about October 26, 2021, Chaoxia Fan, while working at Establishment, was arrested for soliciting sexual activity on an undercover police officer during the course of practicing massagea
- 5.a Chaoxia Fan was not and is not currently licensed with the Board.a
- 6.a Respondent knew of the employee’s conduct, unlicensed activity and arrest and failed to report to the Board that the employee had engaged in unethical or unprofessional conduct as it relates to the practice of massage therapy within 30 days after becoming aware of the conduct.a

SETTLEMENT

1
2 7.a The Parties desire to resolve any disputed matters relating to the Board's investigation
3 and recognize that continued litigation of this dispute would be protracted, costly and time
4 consuming, and therefore, the Parties have reached a settlement agreement in the interest
5 of judicial and administrative economy.a

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

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

11 **Administrative Penalty**

12 10. Respondent is placed on stay out of trouble PROBATION for four (4) years.a

13 11.a Respondent shall pay a fine of Five Thousand Dollars (\$5,000.00) for violation of NRS
14 640C.700(6) and (9) and a fine of One Thousand Dollars (\$1,000.00) for violation of NRS
15 640C.700(9) and (10); for a total fine of Six Thousand Dollars (\$6,000.00), payable to the
16 Board within thirty (30) days of the Board's Order.a

17 a.a Respondent may request a payment plan from the Executive Director within thirty
18 (30) days of the Board's Order, and any missed payments shall be considered
19 default.

20 b.a In the event of default, Respondent agrees that her license shall be immediately
21 suspended. The suspension of Respondent's license shall continue until the unpaid
22 balance is paid in full. Respondent acknowledges that if her license is suspended
23 the suspension is subject to reporting to all appropriate agencies and becomes part
24 of her permanent record.a

25 12.a Respondent acknowledges that the Board will retain jurisdiction over this matter until all
26 terms and conditions set forth in this settlement agreement have been met to the
27 satisfaction of the Board.a

28 13.a The Board agrees not to pursue any other or greater remedies or fines in connection
with Respondent's alleged conduct, and that once this agreement is fully performed, the Board
will close its file in this matter.a

1 **Public Record**

2 14. Respondent acknowledges that if adopted by the Board, this settlement agreement and all
3 associated documentation become a matter of public record.

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

6 **Voluntary Waiver of Rights**

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

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

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

24 **Release from Liability**

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

1 out of or by reason of this investigation, this disciplinary action, this settlement or its
2 administration.

3 **Indemnification**

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

12 **Acceptance by the Board**

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

16 22. 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 23. 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
disciplinary complaint if this settlement agreement is not approved by the Board.

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

27 25. Respondent hereby agrees to waive any rights she/he might have to challenge the
28 impartiality of the Board to hear the disciplinary complaint, based on prior knowledge

1 obtained by the Board through consideration of this settlement agreement, if after review
2 by the Board, this settlement agreement is rejected.

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

7 **Complete Agreement**

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

11 Date: 03/16/2022

Date: March 16, 2022

12 By: 林淑波
13 Shubo Lin-Washmon, NVMT.7334

12 By: [Signature]
13 Sandy Anderson, Executive Director
14 NEVADA STATE BOARD OF
15 MASSAGE THERAPY

16 **ORDER**

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

18 Dated this _____ day of _____, 2022.

20 **NEVADA STATE BOARD OF MASSAGE THERAPY**

22 ELISABETH BARNARD, Chairperson

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

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