

BEFORE THE NEVADA STATE BOARD OF
MASSAGE THERAPY

In the Matter of:

Usamat Hadfield,
Licensed Massage Therapist
Nevada License No. NVMT.7062,
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, Usamat Hadfield (“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 Thai Massage Pro located at 4500 E. Sunset Rd, suite 2, Henderson, Nevada 89014 (“Establishment”).
2. On or about August 8, 2021, Phoovanad Jansanguan, while working at Establishment solicited sexual activity on AO during the course of practicing massage.
3. On or about June 20, 2021, Phoovanad Jansanguan, while working at Establishment, solicited sexual activity on a client during the course of practicing massage.
4. Phoovanad Jansanguan was not licensed with the Board until August 12, 2021.
5. On or about September 9, 2021, Respondent was interviewed by Las Vegas Metropolitan Police Department (“LVMPD”) detective and two Clark County Business Licensing investigators regarding Phoovanad Jansanguan’s activities.

1 6. Respondent knew of the employee's conduct, unlicensed activity and arrest and failed to
2 report to the Board that the employee had engaged in unethical or unprofessional conduct
3 as it relates to the practice of massage therapy within 30 days after becoming aware of the
4 conduct.

5 **SETTLEMENT**

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

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

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

16 **Administrative Penalty**

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

- 19 a. Be subject to a minimum of quarterly inspections of the Establishment by Board
20 staff.
- 21 b. Provide quarterly reports to Board staff that includes licensed and unlicensed
22 employees.
- 23 c. Provide to Board staff annual copies of business license renewals for the City of
24 Henderson and the Nevada Secretary of State.
- 25 d. Maintain a minimum liability coverage of \$1,000,000 per occurrence for
26 protection of the public.

27 11. Respondent shall pay an administrative fee of Six Hundred Dollars (\$600.00), payable
28 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.

- 1 a. Respondent may request a payment plan from the Executive Director within thirty
2 (30) days of the Board's Order, and any missed payments shall be considered
3 default.
4 b. In the event of default, Respondent agrees that her license shall be immediately
5 suspended. The suspension of Respondent's license shall continue until the unpaid
6 balance is paid in full. Respondent acknowledges that if her license is suspended,
7 the suspension is subject to reporting to all appropriate agencies and becomes part
8 of her permanent record.

9 13. Respondent shall complete twenty-four (24) hours of ethics courses provided by the
10 Federation of State Massage Therapy Boards within one year of the Board's Order. These
11 courses are in addition to any Continuing Education requirements.

12 14. Respondent shall come before the Board for review every two (2) years and must be
13 present.

14 15. Respondent acknowledges that the Board will retain jurisdiction over this matter until all
15 terms and conditions set forth in this settlement agreement have been met to the
16 satisfaction of the Board.

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

20 **Public Record**

21 17. Respondent acknowledges that if adopted by the Board, this settlement agreement and all
22 associated documentation become a matter of public record.

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

25 **Voluntary Waiver of Rights**

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

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

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

11 **Release from Liability**

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

21 **Indemnification**

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

1 **Acceptance by the Board**

- 2 24. This settlement agreement will not be submitted for Board consideration until after it has
3 been agreed to and executed by the Respondent. The settlement agreement shall not
4 become effective until it has been approved by a majority of the Board and endorsed by a
5 representative member of the Board.
- 6 25. It is hereby agreed between the parties that this settlement agreement shall be presented to
7 the Board with a recommendation for approval at the next regularly scheduled meeting of
8 the Board.
- 9 26. Respondent understands that the Board is free to accept or reject this settlement agreement
10 and, if rejected by the Board, a formal disciplinary hearing on the complaint against
11 Respondent may be scheduled. The Board members who review this matter for approval
12 of this settlement agreement may be the same members who ultimately hear the
13 disciplinary complaint if this settlement agreement is not approved by the Board.
- 14 27. Respondent understands and agrees that Board staff and counsel for the Board will
15 communicate directly with the adjudicating members of the Board during the meeting
16 regarding this settlement agreement without participation by Respondent or her counsel
17 should they chose to not appear at the meeting.
- 18 28. Respondent hereby agrees to waive any rights she/he might have to challenge the
19 impartiality of the Board to hear the disciplinary complaint, based on prior knowledge
20 obtained by the Board through consideration of this settlement agreement, if after review
21 by the Board, this settlement agreement is rejected.
- 22 29. If the Board does not accept the settlement agreement, it shall be regarded as null and
23 void. Admissions by Respondent in the settlement agreement will not be regarded as
24 evidence against her at the subsequent disciplinary hearing. Respondent will be free to
25 defend herself and no inferences against her will be made from her willingness to have
26 entered into this agreement.
27
28

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: 03/29/22

Date: _____

6 By: USAMAT Hadfield
7 Usamat Hadfield, NVMT.7062

8 By: _____
9 Sandy Anderson, Executive Director
10 NEVADA STATE BOARD OF
11 MASSAGE THERAPY

12 By: _____
13 Lance A. Maningo, Esq.
14 MANINGO LAW
15 400 S. 4th St., Ste 650
16 Las Vegas, NV 89101
17 lance@maningolaw.com
18 *Attorney for Usamat Hadfield*

19 **ORDER**

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

21 Dated this _____ day of _____, 2022.

22 **NEVADA STATE BOARD OF MASSAGE THERAPY**

23 _____
24 ELISABETH BARNARD, Chairperson

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

28 _____
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33 Slong@ag.nv.gov