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BEFORE THE NEVADA STATE BOARD OF  
MASSAGE THERAPY

In the Matter of:  
  
Renuka Tongklom,  
  
Licensed Massage Therapist  
Nevada License No. NVMT.7923,  
  
Respondent.

Case No. NVMT-C-22054  
  
**STIPULATION FOR SETTLEMENT  
OF DISCIPLINARY ACTION  
AND ORDER**

WHEREAS, as more fully addressed below, the Nevada State Board of Massage Therapy, (“Board”), and Respondent, Renuka Tongklom (“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, a licensed massage therapist in the state of Nevada.
2. On or about October 24, 2022, the Board received a complaint from Tammie Roitman, that Respondent borrowed a total of Ten Thousand Dollars (\$10,000.00) from her deceased husband, Norman Roitman, to be paid back in massages.
3. In or about 2020, Respondent began massaging Norman Roitman at his home.
4. On or about April 5, 2020, Respondent borrowed Five Thousand Dollars (\$5,000.00) from Norman Roitman to be paid back in massages.
5. On or about June 9, 2021, Respondent borrowed another Five Thousand Dollars (\$5,000.00) from Norman Roitman to be paid back in massages.
6. On or about October 4, 2021, Respondent bathed/toweled down Norman Roitman and shampooed his hair.

1 7.e On Respondent's license renewal application dated March 15, 2021, she stated that she  
2 does not perform outcall services; when in fact, she does.

3  
4 **SETTLEMENT**

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

9 2.e Respondent admits that the conduct set forth in the complaint and again set forth above, if  
10 proven at a hearing, constitutes a violation of the provisions of NRS 640C.700(1), (9) and  
11 NAC 640C.410(1)(d) and (o).

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

15 **Administrative Penalty**

16 4.e Respondent is REPRIMANDED.e

17 5. Respondent shall pay a fine of One Thousand Dollars (\$1,000.00), payable within thirty  
18 (30) days of the Board's Order.e

19 6.e Respondent shall take an ethics course from the Federation of State Massage Therapy  
20 Boards within thirty (30) days of the Board's Order that will not count toward any  
21 continuing education requirements.e

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

25 8. The Board agrees not to pursue any other or greater remedies or fines in connection  
26 Respondent's alleged conduct, and that once this agreement is fully performed, the Board  
27 will close its file in this matter.e

28 **Public Record**

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

10. 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 11. 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 12. 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 *13. Respondent in exchange for the Board's acceptance of this settlement agreement is  
18 voluntarily waiving all of these rights in paragraph 12.*

19 **Release from Liability**

20 14. In execution of this settlement agreement, Respondent for herself, her executor  
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.

29 **Indemnification**

30 15. Respondent, for herself, her heirs, executors, administrators, successors and assigns  
31 hereby indemnifies and holds harmless the State of Nevada, the BOARD, the Nevada  
32 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 **22. This settlement agreement consists of five 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.e

5 Date: 3/16/2023

Date: \_\_\_\_\_

6 By: Renuka Tongklom  
7 Renuka Tongklom, NVMT.7923

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

12 **ORDER**

13 So Ordered, the above Settlement Agreement is hereby accepted. The effective date of this Order is

14 \_\_\_\_\_

15 Dated this \_\_\_ day of \_\_\_\_\_, 2023.

16 **NEVADA STATE BOARD OF MASSAGE THERAPY**

17 ELISABETH BARNARD, Chairperson  
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