

BEFORE THE NEVADA STATE BOARD OF
MASSAGE THERAPY

In the Matter of:

Case No. NVMT-C-21051

Dongxing Qui

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

Licensed Massage Therapist
Nevada License No. NVMT.10695,

Respondent.

WHEREAS, as more fully addressed below, the Nevada State Board of Massage Therapy, (“Board”), and Respondent, Dongxing Qui (“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

- 1.a In August 2020, the Las Vegas Metropolitan Police Department (“LVMPD”) Special Investigation Unit investigated the website AsianHappyMassage.com for prostitution activity.a
- 2.a The website showed women dressed in lingerie in sexual positions and advertised massage, including erotic massage, happy release and nuru (nude body to body) massage. The website included a phone number.a
- 3.a The phone number was internet based and associated with an email account owned by Yia Shi a.k.a. Guangyi Shi a.k.a. Astoria Shi. Ms. Shi is a licensed massage therapist¹, owns a business for outcall massage therapy services and is associated with several websites advertising massage, including erotic massage, happy release and nuru massage.a

¹ On June 8, 2022, the Board accepted the three-year voluntary surrender for Astoria Shi’s license.

1 4.e LVMPD detectives conducted an undercover operation by calling the phone number. This
2 led to the surveillance of a black BMW that dropped off a female at the Golden Nugget and
3 waited in valet. The female entered the Golden Nugget, without a massage table, went
4 straight to the hotel room elevators and returned approximately 25 minutes later, and re-
5 entered the black BMW.e

6 5.e The black BMW then went to the Gold Coast hotel and dropped off the female, without a
7 massage table, as the car waited. The surveillance was terminated.e

8 6.e Department of Motor Vehicles (“DMV”) records show that Respondent is the owner of the
9 black BMW.e

10 7.e LVMPD detectives matched Respondent’s DMV photograph as the driver of the black
11 BMW.e

12 8.e On or about November 5, 2020, LVMPD detectives set up a sting operation at the Wild
13 West Gambling Hall located at 3330 W. Tropicana Ave., Las Vegas, NV 89102.e

14 9.e LVMPD detective text the phone number from AsianHappyMassage.com and set up an
15 appointment for a massage with a “happy ending” totaling three hundred dollars (\$300.00 .

16 10.e Approximately thirty minutes later, a female without a massage table entered the hotel room
17 and negotiated a “full service” for five hundred dollars (\$500.00) with the detective. The
18 detective paid the female \$500.00, and she placed the money in her purse. She then was
19 arrested for soliciting prostitution.e

20 11.e LVMPD’s sting operation revealed that sex acts were being offered during massage
21 appointments made at AsianHappyMassage.com and that several women and several
22 drivers were involved, including Respondent.e

23 12.e LVMPD obtained Respondent’s bank statement that showed Ms. Shi regularly Zelled
24 Respondent money, totaling \$20,475 since January 2020.e

25 SETTLEMENT

26 13.e The Parties desire to resolve any disputed matters relating to the Board’s investigation, and
27 recognize that continued litigation of this dispute would be protracted, costly and time
28 consuming, and therefore, the Parties have reached a settlement agreement in the interest of
judicial and administrative economy.e

1 14. Respondent admits that the conduct set forth in the complaint and again set forth above, if
2 proven at a hearing, constitutes a violation of the provisions of NRS 640C.700(4) and (9)
3 This is grounds for discipline pursuant to NRS 640C.700(2).a

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

7 **Administrative Penalty**

8 16. Respondent is placed on SUSPENSION for twelve (12) months.a

9 17. Respondent shall pay an administrative fee of Seven Hundred Seventy Dollars (\$770.00)
10 payable within thirty (30) days of the Board's Order.a

11 18.a Respondent shall take the following courses from the Federation of State Massage Therapy
12 Boards' REACH platform within thirty (30) days of the Board's Order:a

- 13 a. Ethics - Professional Relationships: Sexual Boundaries; and
- 14 b. Human trafficking.

15 19.a Respondent shall pay a fine of Five Thousand Dollars (\$5,000.00), payable to the Board
16 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. In the event of default, Respondent agrees that his license shall come before the
21 Board for further disciplinary action. Respondent acknowledges that this is subject
22 to reporting to all appropriate agencies and becomes part of his permanent record.a

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

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

Public Record

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

1 23. Respondent acknowledges that if adopted by the Board, this settlement agreement is subject
2 to reporting to all appropriate agencies and becomes part of his permanent record.e

3 **Voluntary Waiver of Rights**

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

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

17 26. *Respondent in exchange for the Board's acceptance of this settlement agreement is*
18 *voluntarily waiving all of these rights in paragraph 25.*

19 **Release from Liability**

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

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Indemnification

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

8 **Acceptance by the Board**

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

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

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

21 32. Respondent understands and agrees that Board staff and counsel for the Board will
22 communicate directly with the adjudicating members of the Board during the meeting
23 regarding this settlement agreement without participation by Respondent or his counsel
24 should they choose to not appear at the meeting. a

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

29 34. If the Board does not accept the settlement agreement, it shall be regarded as null and void. a
30 Admissions by Respondent in the settlement agreement will not be regarded as evidence
31 against him at the subsequent disciplinary hearing. Respondent will be free to defend

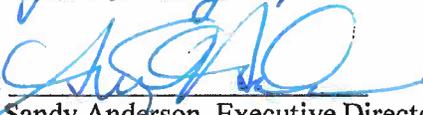
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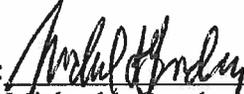
himself and no inferences against him will be made from his willingness to have entered into this agreement.

Complete Agreement

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

Date: 01/17/2023
By: 
Dongxing Qui, NVMT.10695

Date: January 17, 2023
By: 
Sandy Anderson, Executive Director
NEVADA STATE BOARD OF
MASSAGE THERAPY

By: 
Michael I. Gowdey, Esq.
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Las Vegas, NV 89101
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Attorney for Respondent

ORDER

So Ordered, the above Settlement Agreement is hereby accepted. The effective date of this Order is January 18, 2023.

Dated this _____ day of January, 2023.

NEVADA STATE BOARD OF MASSAGE THERAPY

ELISABETH BARNARD, Chairperson