

SETTLEMENT AGREEMENT

A. PARTIES

This Settlement Agreement is made by and between the North Dakota Board of Massage Therapy (Board) and Xiu Yan (Yan).

B. RECITALS

The Board is appointed by the Governor to administer and enforce the laws governing the practice of massage in North Dakota. The Board is authorized by N.D.C.C. § 43-25-10 and N.D.A.C. § 49-01-02-04 to take disciplinary action, including revoking, suspending, or placing on probation the license of any massage therapist in the state who has committed a violation of N.D.C.C. ch. 43-25 or of any administrative rule adopted by the Board.

Yan was previously issued a massage therapy license in North Dakota.

To be licensed as a massage therapist in North Dakota, N.D.C.C. § 43-25-07 requires proof of passing an examination conducted or approved by the Board. Yan previously presented a passing score on the Massage & Bodywork Licensing Examination (MBLEx) approved by the Board and conducted by the Federation of State Massage Therapy Boards (FSMTB). The FSMTB recently contacted the Board about its decision to invalidate Yan's MBLEx. Yan therefore no longer meets the requirements for a massage license in North Dakota.

The Board therefore found grounds exist to revoke Yan license pursuant to N.D.C.C. § 43-25-10(1)(a) and (g).

Yan acknowledges that she has been informed and understands that she has the right to seek and obtain the advice of legal counsel to assist her in this matter, and in


connection with her respective considerations and the execution of this Settlement Agreement. Yan acknowledges that she has been informed and understands she has a right to a hearing and appeal pursuant to N.D.C.C. ch. 28-32, prior to any adverse action being taken regarding her license.

The Board and Yan agree to resolve this matter as follows:

1. Yan waives her right to an administrative hearing and appeal pursuant to N.D.C.C. ch. 28-32.
2. Yan's North Dakota massage therapist license is hereby revoked, effective upon her signing this agreement. All evidence of licensure must be returned to the Board at that time.
3. The parties agree that Huang may reapply for licensure in North Dakota with proof that she has completed all of the requirements for licensure.
4. There are no covenants, promises, undertakings, or understandings outside this agreement other than as herein specifically set forth.
5. This agreement shall be governed by the substantive laws of the state of North Dakota without regard to conflicts of law principles.
6. Each undersigned party represents and declares that in signing this document they have relied solely upon their own judgment, belief, and knowledge and the advice and recommendation of their own independently selected counsel concerning the nature, extent, and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in signing this document by representation or statements except those referred to or contained in this document.

7. This agreement is effective when signed by both parties.

Dated this 22 day of September, 2017.

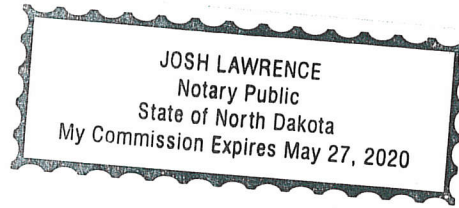


Xiu Yan


Subscribed and sworn to before me this
22 day of September, 2017.



Notary Public



Dated this 1st day of October, 2017.



Lynnette Fox, President
North Dakota Board of Massage