

## SETTLEMENT AGREEMENT

### **A. PARTIES**

This Settlement Agreement is made by and between the North Dakota Board of Massage Therapy (Board) and Haoling Shen (Shen) – license #1717.

### **B. RECITALS**

The Board is appointed by the Governor to administer and enforce the laws governing the practice of massage therapy in North Dakota. The Board is authorized by North Dakota Century Code (N.D.C.C.) § 43-25-10 and North Dakota Administrative Code (N.D.A.C.) § 49-01-02-04 to take disciplinary action, including denying, 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.

Shen is a licensed massage therapist in North Dakota – license #1717. Shen is the owner of Ani Massage (a.k.a. Anima Ssage), located in Minot, North Dakota.

During an inspection of the massage establishment on November 22, 2019, a board inspector found multiple violations of N.D.A.C. ch. 49-03-01. The Board also found multiple individuals providing massage therapy services without a license in violation of N.D.C.C. § 43-25-03. The Board therefore found grounds exist to seek disciplinary action against Shen's license pursuant to N.D.C.C. § 43-25-10.

Shen 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. Shen 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 Shen agree to resolve this matter as follows:

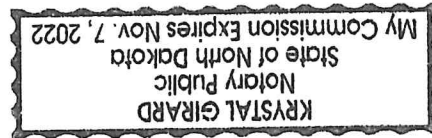
1. Shen waives her right to an administrative hearing and appeal pursuant to N.D.C.C. ch. 28-32.
2. Shen's license will be revoked upon execution of this agreement. Shen will not apply for a new license for five years.
3. There are no covenants, promises, undertakings, or understandings outside this agreement other than as herein specifically set forth.
4. This agreement shall be governed by the substantive laws of the state of North Dakota without regard to conflicts of law principles.
5. 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.
6. This agreement is effective when signed by both parties.

Dated this 4<sup>th</sup> day of Feb, 2020.

Haoling Shen  
Haoling Shen - License #1717

Subscribed and sworn to before me this  
4<sup>th</sup> day of Feb, 2020.

KRYSTAL GIRARD  
Notary Public



Dated this 10<sup>th</sup> day of February, 2020.

Heidi Strain  
Heidi Strain, President  
North Dakota Board of Massage