



**New Mexico Regulation and Licensing Department
BOARDS AND COMMISSIONS DIVISION**

P.O. Box 25101 • Santa Fe, New Mexico 87504
(505) 476-4600 • Fax (505) 476-4620 • www.rld.state.nm.us

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GOVERNOR**

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**Kathy Ortiz
DIRECTOR**

August 15, 2018

Certified Mail # 9171 9690 0935 0155 6252 30

Sujuanz Haig
12340 Candelari Rd. NE Apt 4
Albuquerque, NM 87112

Re: New Mexico Board of Massage Therapy
Complaint # MT-16-22-COM
Complainant – Amanda Lewis, Board Administrator

Dear Sujuanz Haig:

The enclosed Stipulated Agreement, in which you and the Attorney General's Office came to an agreement, is for your records. The Stipulated Agreement is self-explanatory.

Pay particular attention to the deadlines outlined in the Stipulated Agreement. All requirements should be sent to the Board office at the above address on or before the deadline.

If you have any questions, please call me at the number provided below.

Sincerely,

Kathleen Roybal

Kathleen Roybal
Compliance Liaison
(505) 476-4622

Enclosure: Stipulated Agreement

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

**BEFORE THE BOARD OF MASSAGE THERAPY PRACTICE
OF THE STATE OF NEW MEXICO**

IN THE MATTER OF

Case No. MT 16-22-COM

SUJUANZ HAIG (Lic. No. 7777),
RESPONDENT.

SETTLEMENT AGREEMENT

The Board of Massage Therapy Practice ("Board") and Sujuanz Haig ("Respondent"), being willing to resolve this matter in an amicable fashion and without need of a formal hearing, agree as follow:

IT IS STIPULATED AND AGREED:

1. **Jurisdiction:** Respondent is subject to the jurisdiction of the Board.
2. **This Action:** On February 13, 2018, a Notice of Contemplated Action ("NCA") was issued against Respondent under case No. MT-16-22-COM for violating the Code of Professional Conduct, 16.7.2.8 (B) NMAC. The Board agrees to take no further action against Respondent with respect to the matters alleged in that NCA, provided that Respondent complies completely with the following:
 - A. Respondent shall not engage in any prohibited activities.
 - B. Respondent does not acknowledge she engaged in any prohibited activities but agrees to pay to the Board a civil money penalty of \$1000.
3. **Waivers:** Respondent acknowledges, agrees, and stipulates to the following waivers:
 - A. Respondent waives any and all time limitations set forth in the Uniform Licensing Act ("ULA"), NMSA 1978, Sections 61-1-1 through 61-1-33, as amended, including all rights to have this matter heard within the time frame established in the ULA.

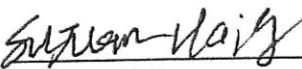
- B. Respondent waives the right to have these matters heard in the manner described in the ULA, including the right to a full evidentiary hearing on the charges made in the complaint against Respondent, the right to confront and cross-examine witnesses, and the right to appeal any decision of the Board following such hearing.
 - C. Respondent waives any right to assert a claim of bias or move to excuse any Board member from the Board member's consideration of this Settlement Agreement ("Agreement").
 - D. Respondent's waiver of these rights is made knowingly, intentionally, and voluntarily.
4. Respondent acknowledges that the Board has the statutory authority and jurisdiction to act in this matter. Upon execution of this Agreement, Respondent releases the Board from any and all claims potentially arising out of the Board's decision to investigate and take the actions described herein.
 5. This Agreement is subject to approval by the Board. If the Board rejects this Agreement, the Board may proceed to hearing. If the Board rejects this Agreement, the terms of this Agreement or statements made by Respondent in support of this Agreement shall **not** be used against Respondent in a subsequent proceeding concerning the matter resolved by this Agreement.
 6. This Agreement is binding upon the Board and Respondent on the date it is signed by the Board Chair.
 7. Upon the Board Chair affixing his/her signature to an Order indicating the Board's approval of this Agreement, a copy of this Agreement and the Order shall be mailed to Respondent by Certified Mail. Such mailing shall fulfill the Board's obligation to notify Respondent of the Board's acceptance of this Agreement. The time limitations for

Respondent's compliance with the requirements of this Agreement shall commence 5 (five) days after said mailing by the Board as such date shall be deemed receipt by Respondent of this Agreement and the signed Order, except that Respondent shall have thirty (30) days from said mailing to pay the fine specified in Paragraph 2(B).

8. Upon fulfillment of the above requirements, the Board shall consider this matter closed and resolved and will contemplate no further action against Respondent for the conduct made the subject matter of this Agreement as long as all provisions of this Agreement are completed in full by Respondent. This Agreement is a settlement of the Board of Massage Therapy Practice Case Number MT-16-22-COM and only for the specific allegations contained in the complaint therein.
9. Respondent understands and acknowledges that entering into this Agreement is a final act and not subject to reconsideration, judicial review or appeal.
10. Respondent understands and acknowledges that any violations of this Agreement and/or failure to comply with the terms and conditions of this Agreement shall be separate and independent grounds for disciplinary action by the Board against Respondent and, at the discretion of the Board, shall constitute a violation of the Massage Therapy Practice Act. In the event Respondent fails to comply with any provisions of this Agreement, an Order to Show Cause may be filed as to why the Board should not find Respondent in violation of the Agreement and impose any and all lawful sanctions at its disposal, including but not limited to revocation, suspension, or denial of Respondent's license, restrictions on its scope of practice, imposition of fees, penalties and costs, and/or any other disciplinary action authorized pursuant to the Massage Therapy Practice Act and/or the ULA.
11. This Agreement is a public record within the meaning of the Inspection of Public Records

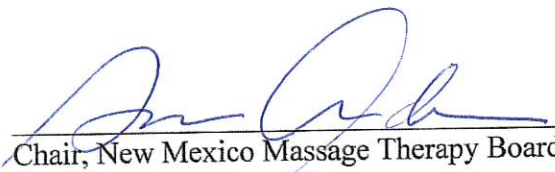
Act, NMSA 1978, Section 4-2-6(E), as amended. Other data, communications, and information acquired by the Board relating to this matter shall be public as provided by the Massage Therapy Practice Act.

12. Respondent affirmatively states that Respondent has read this entire Agreement and understands its terms and Respondent's responsibilities and duties. Respondent knowingly, intentionally and voluntarily enters into and executes this Agreement and affirms that no promises or representations have been made other than the terms and conditions expressly stated herein.
13. Respondent specifically acknowledges that it is her responsibility to have this Agreement translated into a language she understands, and that by signing this Agreement, she (i) represents that she has had this Agreement so translated and fully understands its terms and consequences, and (ii) waives any and all claims or defenses premised on a lack of understanding of the English language.



Sujuanz Haig

05-01-2018
Date



Chair, New Mexico Massage Therapy Board

8-14-18
Date