

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

**IN THE MATTER OF:**

**KIRK SUGARS  
LICENSE NO. 6331**

**RESPONDENT.**

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**CASE NO. MT 16-36-COM**

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**SETTLEMENT AGREEMENT**

The Board of Massage Therapy Practice ("Board") and Kirk Sugars ("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 May 12, 2018, a Notice of Contemplated Action ("NCA") was issued against Respondent under case No. MT-16-36-COM for violating the Code of Professional Conduct, 16.7.2.8(C)(2) NMAC.
3. Respondent takes full responsibility for what he maintains was an honest mistake caused by him misreading the conduct and comfort level of a long-term client.
4. The Board agrees to take no further action against Respondent with respect to the matters alleged in the NCA, provided that Respondent complies completely with the following:
  - a. Respondent shall successfully complete four (4) hours of continuing education in ethics, either in person or online, on Professional Boundaries, that shall not count towards Respondent's continuing education requirements under the Massage Therapy Practice Act ("MTPA"), NMSA 1978, Sections 61-12C-1 through -28.
  - b. Respondent shall pay to the Board a civil money penalty of \$500.00.

c. Respondent shall complete the above requirements within ninety (90) days of receipt of the order ("Order") indicating the Board's acceptance of this Settlement Agreement ("Agreement"), as provided in Paragraph 9 below.

5. **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 Agreement.

d. Respondent's waiver of these rights is made knowingly, intentionally, and voluntarily.

6. 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.

7. 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.

8. This Agreement is binding (i) upon Respondent on the date it is signed by Respondent, and (ii) upon the Board on the date it is signed by the Board Chair.

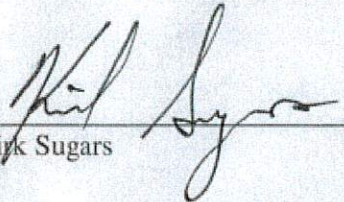
9. Upon the Board Chair affixing his/her signature to the Order, a copy of this Agreement and the Order shall be mailed to Respondent by Certified Mail. Such mailing shall fulfill the Board's obligation to notify Respondent of the Board's acceptance of this Agreement. The time limitations for Respondent's 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.
10. 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. This Agreement is a settlement of the Board of Massage Therapy Practice Case Number MT-16-22-COM only and for the specific allegations contained in the complaint therein.
11. Respondent understands and acknowledges that entering into this Agreement is a final act and not subject to reconsideration, judicial review, or appeal.
12. 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 MTPA. 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 MTPA and/or the ULA.



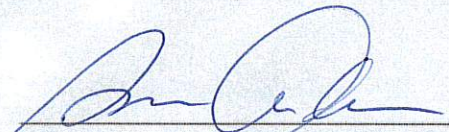
13. This Agreement is a public record within the meaning of the Inspection of Public Records Act, NMSA 1978, Section 4-2-6(E), as amended. Other data, communications, and information acquired by the Board relating to this matter shall be public as provided by the MTPA.

14. 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 to him other than the terms and conditions expressly stated herein.

15. Respondent acknowledges that he has the right to be represented by an attorney and has been given the opportunity to have counsel of his choice review this Agreement.

 LMT #6331  
Kirk Sugars

5/31/2018  
Date

  
Chair, New Mexico Massage Therapy Board

8-14-18  
Date