



Michelle Lujan Grisham
GOVERNOR

Marguerite Salazar
SUPERINTENDENT

Claudia Armijo
DEPUTY GENERAL
COUNSEL

Kathy Ortiz
ACTING DIRECTOR

Elizabeth Jeffreys
DIVISION COUNSEL

New Mexico Regulation and Licensing Department
BOARDS AND COMMISSIONS

Toney Anaya Building ▪ 2550 Cerrillos Road ▪ Santa Fe, New Mexico 87504
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February 21, 2019

Via Mail Express: Mommyoftwoboys7@gmail.com

Michele Cooksey
1205 East Canal St
Alamogordo, NM 88310

Re: New Mexico Massage Therapy Board
Case # MT-17-2-COM
Settlement Agreement

Dear Ms. Cooksey:

Attached, please find, for your records, a copy of the fully executed Settlement Agreement for the above referenced case.

Once all obligations have been fulfilled, a letter of compliance will be issued and the case will be closed.

You may contact me if you have any questions regarding this matter.

Sincerely,

Kathleen Roybal

Kathleen Roybal
Compliance Liaison
New Mexico Massage Therapy Board
(505) 476-4622
Kathleen.Roybal@state.nm.us

Enclosure: Settlement 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 MASSAGE THERAPY BOARD FOR
THE STATE OF NEW MEXICO**

IN THE MATTER OF:

**Michele Cooksey,
License No.
None,**

Case No. MT-17-2- COM

Respondent.

JOINT STIPULATED SETTLEMENT AGREEMENT

COMES NOW the State of New Mexico Board of Massage Therapy Practice (herein after the "Board"), by its attorney, HECTOR H. BALDERAS, Attorney General of the State of New Mexico, by and through Ismael Camacho López, Administrative Prosecutor, hereby files this Joint Stipulated Settlement Agreement. The Parties, Respondent and Administrative Prosecutor, propose as follows:

The Board of Massage Therapy Practice ("Board") and Michele Cooksey ("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:** 1. Respondent has not applied to be licensed pursuant to the Massage Therapy Board, NMSA 1978, section 61-12C-1 (Massage Therapy Practice Act), and as such is subject to the jurisdiction of the Board of Massage Therapy Board ("the Board"). The Board has jurisdiction over this disciplinary action pursuant to the Massage Therapy Practice Act and the Uniform Licensing Act ("ULA"), NMSA 1978, Sections 61-1-1 to -34 (1957, as amended through 2017). The Board agrees to take no further action against Respondent with respect to the

matters alleged in the Complaint provided that Respondent complies completely with the following:

A. Respondent shall agree not to engage in any prohibited activities.

B. Respondent acknowledges the Board has sufficient evidence she engaged in prohibited activities but the Board will not make a specific determination. Respondent agrees to pay a civil money penalty of Five-Hundred Dollars (\$500). Respondent may pay monthly payments of at least \$41 until the \$500 is paid in full, within one year of the execution of this Settlement Agreement. Respondent agrees not to apply for a Massage Therapist license until full payment is received. Respondent agrees not to advertise or engage in massage services without a license.

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"), §§ 61-1-1 through 61-1-33, NMSA 1978, 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 made.

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 the Respondent in support of this Agreement shall not be used against Respondent in a subsequent proceeding concerning the matter resolved by this Settlement Agreement.

6. This Agreement is binding upon the Board and the Respondent the date it is signed by the Board Chairperson.

7. Upon the Board Chairperson affixing his signature to the Order indicating the Board's approval of this Agreement, a copy of this Agreement 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 five (5) days after said mailing by the Board as such date shall be deemed receipt by Respondent of this Agreement and the signed Order.

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-17-4-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 the 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 Uniform Licensing Act.

11. This Agreement is a public record within the meaning of the Inspection of Public Records Act, § 14-2-6(E) NMSA 1978, 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 Settlement Agreement and understands its terms and Respondent's responsibilities and duties. Respondent knowingly, intentionally and voluntarily enters into and executes this Settlement Agreement and affirms that no promises or representations have been made other than the terms and conditions expressly stated herein.

RESPONDENT:

Michele Cooksey
Michele Cooksey, Respondent

1/30/2019
Date

NEW MEXICO MASSAGE THERAPY BOARD:

[Signature]
Chairperson

2-20-19
Date

Prepared by:

/s/ Ismael L. Camacho
Ismael Camacho López
Assistant Attorney General
Administrative Prosecutor
New Mexico Attorney General's Office
P.O. Drawer 1508
Santa Fe, NM 87504-1508
Telephone: (505) 717-3510

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of February, 2019, a true and correct copy of the foregoing **JOINT STIPULATED SETTLEMENT AGREEMENT** was served via E-MAIL to the following:

Marta Lucas
Administrative Hearing Officer
Email: marta.lucas@comcast.com

Via E-Mail Only

Michele Cooksey
Pro se Respondent
(575) 921-5096
Email: mommyoftwoboys7@gmail.com

Via E-Mail Only

John Kreienkamp, Esq.
Assistant Attorney General
New Mexico Office of the Attorney General
Counsel for Hearing Officer
Email: jkreienkamp@nmag.gov

Via E-Mail Only


Compliance Liaison