



New Mexico Regulation and Licensing Department  
BOARDS AND COMMISSIONS  
Toney Anaya Building ▪ 2550 Cerrillos Road ▪ Santa Fe, New Mexico 87504  
Information (505) 476-4500 ▪ Direct (505) 476-4508 ▪ Fax (505) 476-4511

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SUPERINTENDENT

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COUNSEL

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ACTING DIRECTOR

**Elizabeth Jeffreys**  
DIVISION COUNSEL

February 25, 2019

Certified Mail # 7018 1130 0001 5734 0375

Luis Ledezma  
2509 Highway 47  
Belen, NM 87002

Re: New Mexico Massage Therapy Board  
Case #MT-18-6-COM  
Settlement Agreement

Dear Mr. Ledezma:

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

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Financial Institutions Division  
(505) 476-4885

Manufactured Housing Division  
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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 18-6-COM**

**LUIS LEDEZMA (LIC. NO. 7785),**

**RESPONDENT.**

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**PRE-NCA SETTLEMENT AGREEMENT AND WAIVER OF TIME LIMITS**

The Board of Massage Therapy Practice ("Board") and Luis Ledezma ("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 or about June 25, 2018 a Complaint was filed against the Respondent for failing to cooperate with Complainant's request for information. The Board then requested a response from Respondent to aide in its investigation. The Board agrees to take no further action, including issuing a Notice of Contemplated Action (NCA), against Respondent with respect to the matters alleged in the Complaint provided that Respondent complies completely with the following:

- A. Respondent shall agree to provide to the Board within five (5) days from the Board's acceptance of this Settlement Agreement a written response to the Complaint.

- B. Respondent does not acknowledge that he engaged in any prohibited activities, but Respondent agrees to pay to the Board a civil money penalty of Two Hundred Dollars (\$200) within six (6) months.

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 Pre-NCA 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 issue a NCA. 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-18-6-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.

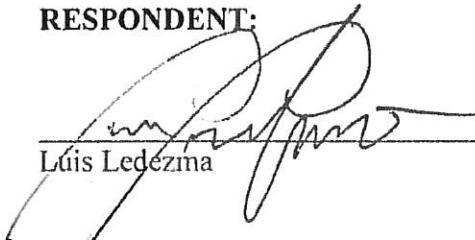
10. Respondent understands and acknowledges that any violations of this Agreement and/or failure to comply with the terms and conditions of this Agreement shall be separate and independent grounds for disciplinary action by the Board against Respondent and, at the discretion of the Board, shall constitute 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 Pre-NCA Settlement Agreement and understands its terms and Respondent's responsibilities and duties. Respondent knowingly, intentionally and voluntarily enters into and executes this Pre-NCA Settlement Agreement and affirms that no promises or representations have been made other than the terms and conditions expressly stated herein.

**RESPONDENT:**

  
\_\_\_\_\_  
Luis Ledezma

2-10-19  
\_\_\_\_\_  
Date

**NEW MEXICO MASSAGE THERAPY BOARD:**

  
\_\_\_\_\_  
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  
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