



## NEVADA STATE BOARD OF COSMETOLOGY

**LAS VEGAS OFFICE**  
8945 West Russell Road, Suite 100  
Las Vegas, Nevada 89148

**RENO OFFICE**  
740 Del Monte Lane, Suite 12  
Reno, Nevada 89511

Phone: (702) 508-0015

January 19, 2021 [www.nvcosmo.com](http://www.nvcosmo.com)

**Via regular and certified mail**

Davi Nails S-18078  
2944 Mountain City Hwy.  
Elko, NV 89801

Re: Complaint Number C-2020-0968

Davi Nails:

On September 9, 2020 you were sent via regular and certified mail a complaint and notice of hearing stemming from Davi Nails' failure to follow Governor Sisolaks mandatory COVID-19 directives.

On or about October 29, 2020 Danny Hoang as manager of Davi Nails signed a settlement agreement wherein it was agreed that Davi Nails would settle the complaint and pay a total administrative fine of \$3,000 for its three violations of NRS 644A.850 (1) (n) for failing to adhere to Governor Sisolak's emergency directives. Pursuant to the settlement agreement, in addition to the administrative fine, Davi Nails would be responsible for paying the Board's costs and fees in this matter.

On January 11, 2021 the Nevada Board of Cosmetology, at its regularly scheduled Board meeting, voted to accept the settlement agreement. Enclosed is a signed copy of the settlement agreement for your records. Also enclosed is an itemized breakdown of the costs associated with your case.

The total owed in this matter is \$4,960.40. If you require a payment plan, one can be set up for you.

If you have any questions, or need to set up a payment plan please call the office at 702-508-0015 or email [inspection@nvcosmo.com](mailto:inspection@nvcosmo.com).

Respectfully,

A handwritten signature in black ink, appearing to read "Gark K. Landry".

Gark K. Landry  
Executive Director  
Nevada State Board of Cosmetology

GKL/le

Statement Date	Date	Item	Hours	Rate	Amount
July 31, 2020	7/29/2020	Review file for potential charge against Mai Tuyet Burrows/Davi Nails; review statutes and regulations; review Governor's Directive for grounds for possible causes of action	1.6	154.36	246.98
August 31, 2020	8/11/2020	Draft e-mail to Board staff regarding Davi Nails Salon matter.	0.3	154.36	46.31
	8/13/2020	Draft and revise Complaint and Notice of Hearing against Davi Nails; draft e-mail to Board staff on same.	2.7	154.36	416.77
	8/18/2020	Review additional documents provided by Board staff regarding Davi Salon draft e-mail to Board staff on same.	0.5	154.36	77.18
	8/19/2020	Review e-mail from Board staff regarding comments and proposed changes to Davi Nails complaint; revise and supplement complaint per direction, grammar and formatting.	0.5	154.36	77.18
September 30, 2020		No Charges Posted			
October 31, 2020	10/7/20	Draft hearing outline for use in upcoming ALJ hearing against Davi Nails	1	154.36	154.36
	10/8/2020	Revise and update hearing outline for Davi Nails per discussion with Board Staff	0.5	154.36	77.18
	10/9/2020	Review e-mail from Board staff regarding Davi Nails Complaint; draft response to same.	0.1	154.36	15.44
	10/9/2020	Review e-mail from board staff regarding Davi Nails hearing; update hearing outline based on same.	0.5	154.36	77.18
	10/15/2020	Review e-mail from Board staff regarding upcoming ALJ hearing related to Davi Nails; follow up telephone call with Board staff; update hearing outline per discussion.	0.5	154.36	77.18
	10/19/2020	Review e-mail from Danny Hoang regarding potential settlement agreement for Davi Nails; telephone call with Board staff regarding same.	0.2	154.36	30.87
	10/19/2020	Telephone call with Danny Hoang regarding potential settlement agreement for Davi Nails; draft confirming e-mail on same.	0.3	154.36	46.31
	10/19/2020	Review e-mail from Danny Hoang of Davi Nails regarding confirmation of proposed settlement; forward e-mail to Board staff.	0.1	154.36	15.44
	10/20/2020	Draft and revise proposed settlement agreement for Davi Nails.	1.8	154.36	277.85
	10/20/2020	Review e-mail from Board staff regarding proposed changes to Davi Nails proposed Settlement Agreement; telephone call with Board staff on same, revise settlement agreement as discussed	0.3	154.36	46.31
	10/21/2020	Attend Administrative Law Judge Hearings for Davi Nails	0.4	154.36	61.74
	10/21/2020	Revise and update proposed Settlement Agreement and Order per hearing officer for Davi Nails.	0.3	154.36	46.31
	10/21/2020	Review e-mail from Board staff regarding attorneys' fees and costs accrued for Davi Nails.	0.1	154.36	15.44
	10/26/2020	Revise and supplement Settlement Agreement with Davi Nails per discussion with Board staff; draft e-mail to Davi Nails regarding proposed Settlement Agreement	0.3	154.36	46.31
	10/26/2020	Draft e-mail to Davi Nails regarding proposed Settlement Agreement.	0.3	154.36	46.31
	10/29/2020	Draft follow up e-mail to Danny Hoang of Davi Nails regarding proposed settlement agreement.	0.1	154.36	15.44
	10/29/2020	Review e-mail from Danny Hoang of Davi Nails regarding settlement agreement; draft response to same	0.1	154.36	15.44
November 30, 2020	11/03/2020	Review e-mail from Board staff regarding executed copy of Settlement Agreement for Davi Nails; scan copy of same to file; draft e-mail to ALJ Jill Greiner for review and execution.	0.2	154.36	30.87
				Total:	1960.4

1 BEFORE THE NEVADA STATE BOARD OF COSMETOLOGY

2  
3 NEVADA STATE BOARD OF  
COSMETOLOGY,

Case No.: C2020-0968

4 Petitioner,

5 vs.

**SETTLEMENT AGREEMENT,  
RECOMMENDATIONS, AND ORDER**

6 DAVI NAILS (License No. S-18078),

7 Respondent.

8 WHEREAS, the Nevada State Board of Cosmetology ("Board"), having jurisdiction  
9 over Licensee DAVI NAILS, Salon License No. S-18078 ("Respondent" or "Licensee"),  
10 pursuant to Nevada Revised Statutes ("NRS") Chapter 644A and Nevada Administrative  
11 Code ("NAC") Chapter 644A (the Board and Licensee may be referred to collectively herein  
12 as "the Parties"); and

13 WHEREAS, the Board having the duty to administer the provisions of NRS Chapter  
14 644A and NAC Chapter 644A, and the Board receiving accusations against said Licensee  
15 alleging violations of the COVID-19 Declaration of Emergency Directives promulgated by  
16 the Nevada Governor as well as Nevada statutes and regulations controlling the practice  
17 of cosmetology; and

18 WHEREAS, the Parties being mutually desirous of settling the controversy between  
19 them relative to the pending accusation; and

20 GOOD CAUSE APPEARING THEREFORE,

21 IT IS HEREBY STIPULATED AND AGREED UPON by and between the  
22 undersigned Parties that this matter shall be settled and resolved upon the following  
23 terms:

24 **JURISDICTION**

25 1. Licensee DAVI NAILS is now, and was at all relevant times alleged herein,  
26 issued Salon License No. S-18078 by the State Board of Cosmetology. Accordingly, Licensee  
27 is subject to the provisions of NRS Chapter 644A and NAC Chapter 644A.



1 stations or chairs so that a minimum of 6 feet of separation between customers is  
2 maintained.

3 (3) Salons and barber shops may not accept customers or clients on  
4 a walk-in basis, and technicians, stylists and barbers may not serve or accept appointments  
5 for more than one customer at any given time.

6 (4) Customers waiting for appointments must wait outside the  
7 facility and must practice social distancing by maintaining a minimum of 6 feet of  
8 separation between customers not residing in the same household.

9 (5) Technicians, stylists, barbers, and other employees must wear  
10 face coverings at all times.

11 (6) Persons licensed by the Nevada Board of Cosmetology or State  
12 Barber's Health and Sanitation Board must abide by all guidelines promulgated by their  
13 respective boards. Boards are directed to impose disciplinary measures against licensees  
14 who violate this provision.

15 e. On or about May 7, 2020, Industry-Specific Guidance was issued,  
16 including guidance on reopening nail care salons. Therein, the Guidance specifically noted  
17 "face masks" as being mandatory under the Infection Prevention Item Checklist. Further,  
18 the Guidance required that nail care salons "must follow the strict guidance set forth under  
19 Section 16 of Emergency Directive 018."

20 f. On May 13, 2020, the Board performed an inspection of Licensee DAVI  
21 NAILS' cosmetological establishment and found an individual not wearing a face covering  
22 while performing a cosmetology service on a client.

23 g. On June 29, 2020, the Board performed an inspection of Licensee DAVI  
24 NAILS' cosmetological establishment and found an individual not wearing a face covering  
25 while performing a cosmetology service on a client.

26 h. On July 21, 2020, the Board performed an inspection of Licensee DAVI  
27 NAILS' cosmetological establishment and found an individual not wearing a face covering  
28 while performing a cosmetology service on a client.

VIOLATIONS OF LAW

1  
2           4.     The foregoing alleged conduct by Licensee DAVI NAILS would violate NRS  
3 644A.850(1)(n) for engaging in any unfair or unjust practices, methods, or dealings, by  
4 failing to comply with Section 16 of Governor Sisolak's Declaration of Emergency Directive  
5 018, when Licensee DAVI NAILS' employees failed to wear a facial covering while servicing  
6 clients on May 13, 2020.

7           5.     The foregoing alleged conduct by Licensee DAVI NAILS would violate NRS  
8 644A.850(1)(n) for engaging in any unfair or unjust practice, methods, or dealings, by  
9 failing to comply with Section 16 of Governor Sisolak's Declaration of Emergency Directive  
10 018, when Licensee DAVI NAILS' employees failed to wear a facial covering while serving  
11 clients on June 29, 2020.

12           6.     The foregoing alleged conduct by Licensee DAVI NAILS would violate NRS  
13 644A.850(1)(n) for engaging in any unfair or unjust practices, methods, or dealings, by  
14 failing to comply with Section 16 of Governor Sisolak's Declaration of Emergency Directive  
15 018, when Licensee DAVI NAILS' employees failed to wear a facial covering while servicing  
16 clients on July 21, 2020.

DISCIPLINE AUTHORIZED

17  
18           7.     Pursuant to NRS 644A.850(2), the Board may impose discipline, including (a)  
19 refusing to issue or renew a license or certificate of registration; (b) revoking or suspending  
20 license or certificate of registration; (c) placing the licensee or holder of a certificate of  
21 registration on probation for a specified period; (d) imposing a fine not to exceed \$2,000.00  
22 per violation; or (e) taking any combination thereof.

SETTLEMENT

23  
24           8.     The Board prepared and filed a formal complaint against Licensee DAVI  
25 NAILS pursuant to NAC 644A.935 and was also prepared to present a case based upon the  
26 Complaint. Licensee DAVI NAILS does not contest the violations as alleged herein. The  
27 Parties desire to compromise and settle the instant controversy upon the following terms  
28 and conditions:

1           a.     Licensee DAVI NAILS agrees to pay a total administrative fine of  
2 \$3,000.00, as follows: \$500.00 for the first alleged Violation of Law as stated in Paragraph  
3 4 of this Settlement Agreement, Recommendations and Order; \$1,000.00 for the second  
4 alleged Violation of Law as stated in Paragraph 5 of this Settlement Agreement,  
5 Recommendations, and Order; and \$1,500.00 for the third alleged Violation of Law as  
6 stated in Paragraph 6 of this Settlement Agreement, Recommendations, and Order.

7           b.     Licensee DAVI NAILS agrees to reimburse the Board for its attorneys'  
8 fees and costs expended in this matter. The Board will provide Licensee DAVI NAILS with  
9 an exact tally of its attorneys' fees and costs expended within fifteen (15) days of the date  
10 of the Board's Order approving this Agreement. Licensee DAVI NAILS may contact the  
11 Board staff to coordinate a payment plan, if necessary.

12           c.     Licensee DAVI NAILS and the Board agree that by entering into this  
13 Agreement, the Board does not concede any defense or mitigation Licensee DAVI NAILS  
14 may assert and that once this Agreement is approved and fully performed, the Board will  
15 close its file in this matter.

16           d.     Licensee DAVI NAILS further acknowledges that the Board will retain  
17 jurisdiction over this matter until all terms and conditions set forth in this Agreement have  
18 been met to the satisfaction of the Board.

19           e.     Licensee DAVI NAILS further agrees that if the administrative fine  
20 and/or attorneys' fees and costs are not timely paid, or if Licensee DAVI NAILS fails to  
21 comply with any of the terms of this Agreement, the Board may, at its option, rescind this  
22 Agreement and proceed with the formal complaint and prosecution thereon before the  
23 Board. Further, debt collection actions for unpaid monetary assessments in this matter  
24 may be instituted by the Board.

25           f.     Licensee DAVI NAILS hereby expressly acknowledges that Licensee  
26 has freely and voluntarily entered into this Agreement, and Licensee is aware of its rights  
27 to contest the charges pending against Licensee. These rights include the right to  
28 representation by an attorney at Licensee's own expense, the right to file an answer in

1 response to a formal complaint, the right to a public hearing on any charges or allegations  
2 formally filed, the right to confront and cross-examine witnesses called to testify against  
3 Licensee, the right to represent evidence on Licensee's own behalf, the right to testify on  
4 Licensee's own behalf, the right to receive writing findings of fact and conclusions of law  
5 supporting the decision and the merits of the complaint, and the right to obtain judicial  
6 review of the decision. Licensee DAVI NAILS further is aware of Licensee's rights which  
7 may be accorded to Licensee pursuant to the provisions of NRS and/or NAC Chapters 233B,  
8 622, 622A, and 644A, and federal and state constitutions. Licensee DAVI NAILS hereby  
9 voluntarily waives all these rights in exchange for the Board's acceptance of this  
10 Agreement.

11 9. Licensee DAVI NAILS is aware of, understands, and has been advised of the  
12 effect of this Settlement Agreement, Recommendations, and Order ("Agreement"), which  
13 Licensee has carefully read and fully acknowledges. Licensee DAVI NAILS has had the  
14 opportunity to consult with competent counsel of Licensee's choice.

15 10. If the Agreement is not accepted by the Board, or if this matter proceeds to  
16 formal hearing due to Licensee DAVI NAILS' failure to comply with the terms of the  
17 Agreement, Licensee acknowledges and understands that the Administrative Law Judge,  
18 hearing officer, and/or Board members who review this matter for approval of this  
19 Agreement may be the same members who ultimately hear, consider, and decide the  
20 Complaint.

21 11. Licensee DAVI NAILS understands that this Agreement and other  
22 documentation may be subject to public records laws, and that at the time this Agreement  
23 is considered by the Board, it also becomes a public document. It is also understood that  
24 the meeting in which the Board considers and accepts or rejects this Agreement is open to  
25 the public and that the minutes of the Board meeting are a public document, available for  
26 inspection by any person so requesting.

27 12. Licensee DAVI NAILS agrees that the Board-approved Agreement may be  
28 used as evidence in any subsequent disciplinary hearing.



1           13.    Should the Agreement be rejected by the Board, it is agreed that presentation  
2 to and consideration by the Board of such proposed Agreement shall not unfairly or illegally  
3 prejudice the Board or any of its members from further participation, consideration,  
4 adjudication, or resolution of these proceedings and that no Board member shall be  
5 disqualified or challenged for bias.

6           14.    Licensee DAVI NAILS acknowledges that the Agreement shall only become  
7 effective upon being duly executed by both the Board and Licensee DAVI NAILS.

8           15.    In consideration of execution of this Agreement, Licensee DAVI NAILS hereby  
9 releases and forever discharges the State of Nevada, the Nevada State Board of  
10 Cosmetology, and each of its respective members, agents, employees, and counsel in their  
11 individual and representative capacities, from any and all manner of actions, causes of  
12 action, suits, debts, judgments, executions, claims, and demands whatsoever, known or  
13 unknown, in law or equity, that Licensee DAVI NAILS ever had, now has, may have, or  
14 may claim to have, against any and all of the persons and/or entities named in this section,  
15 arising out of or by reason of the Board's investigation, this disciplinary action, and all  
16 matters relating thereto.

17           16.    This Agreement constitutes the entire agreement of the parties, and is  
18 intended to be a complete and exclusive statement of the promises, representations,  
19 negotiations, and discussions of the parties. Unless otherwise expressly authorized by its  
20 terms, this Agreement shall be binding upon the parties unless the same is in writing and  
21 signed by the respective parties hereto.

22           17.    This Agreement may be executed in two or more counterparts, all of which  
23 taken together shall constitute one instrument. Execution and delivery of this Agreement  
24 by exchange of facsimile copies bearing the facsimile signature of a Party shall constitute  
25 a valid and binding execution and delivery of this Agreement by such Party. Such facsimile  
26 copies shall constitute enforceable original documents.

27    ///

28    ///

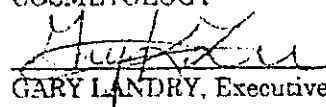
1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
2 signed and intended to be legally bound thereby.

3 DATED this 29 day of 10, 2020. DATED this 7<sup>th</sup> day of NOVEMBER 2020.

4 DAVI NAILS

5 NEVADA STATE BOARD OF  
6 COSMETOLOGY

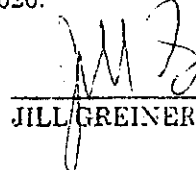
7   
8 DANNY HOANG, Manager, on behalf  
9 of Davi Nails

10   
11 GARY LANDRY, Executive Director of  
12 the Board of Cosmetology

13 ADMINISTRATIVE LAW JUDGE RECOMMENDATIONS

14 GOOD CAUSE APPEARING, THEREOFRE, IT IS HEREBY RECOMMENDED  
15 that the foregoing Settlement Agreement, Recommendations, and Order be approved and  
16 accepted by the Nevada State Board of Cosmetology.

17 DATED this 3<sup>rd</sup> day of November, 2020.

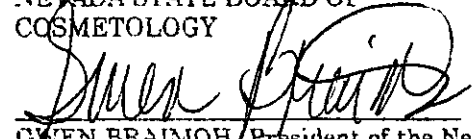
18   
19 JILL GREINER, Administrative Law Judge

20 ORDER

21 IT IS HEREBY ORDERED that the foregoing Settlement Agreement,  
22 Recommendations, and Order are approved and accepted by the Nevada State Board of  
23 Cosmetology.

24 DATED this 19 day of JAN., 2021

25 NEVADA STATE BOARD OF  
26 COSMETOLOGY

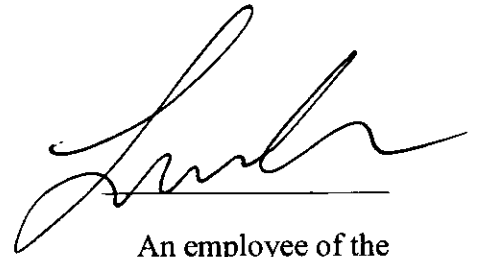
27   
28 GWEN BRAIMOH, President of the Nevada  
State Board of Cosmetology

**CERTIFICATE OF SERVICE**

I certify that I am an employee of the Nevada State Board of Cosmetology, and that on 1-19-21, I deposited for mailing in the United States Mail, first-class postage prepaid, a true and correct copy of the foregoing SETTLEMENT AGREEMENT, RECOMMENDATIONS AND ORDER addressed to the following:

DAVI NAILS  
2944 MOUNTAIN CITY HWY.  
ELKO, NV 89801

7020 1810 0000 7913 7620



An employee of the  
Nevada State Board of Cosmetology