



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

January 19, 2021 Phone: (702) 508-0015
www.nvcosmo.com

Via regular and certified mail

iNails and Spa S-18291
43 S. Stephanie St. Suite #130
Henderson, NV 89012

Re: Complaint Number C-2020-0971

iNails and Spa:

On September 10, 2020 you were sent via regular and certified mail a complaint and notice of hearing stemming from iNails and Spas' failure to follow Governor Sisolaks mandatory COVID-19 directives.

On or about October 26, 2020 Dien Pahn as owner/manager of iNails and Spa signed a settlement agreement wherein it was agreed that iNails and Spa would settle the complaint and pay a total administrative fine of \$1,500 for two 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, iNails and Spa 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 \$3,321.49. Fees are due within 90 days of the date of the signed order. 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.

Respectfully,

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

Gary K. Landry
Executive Director
Nevada State Board of Cosmetology

GKL/le

Statement Date	Date	Item	Hours	Rate	Amount
July 31, 2020	7/30/2020	Review file for potential charge against iNails and Spa/Dien Phan; review statutes and regulations; review Governor's Directive for grounds for possible causes of action; various correspondence with Board staff regarding same.	1.7	154.36	262.41
August 31, 2020	8/11/2020	Draft e-mail to Board staff regarding iNails Salon matter.	0.2	154.36	30.87
	8/13/2020	Begin draft of Complaint and Notice of Hearing for iNails and Spa.	0.5	154.36	77.18
	8/14/2020	Revise and supplement Complaint and Notice of Hearing for iNails and Spa.	2	154.36	308.72
	8/19/2020	Review e-mail from Board staff regarding comments and proposed changes to iNails complaint; revise and supplement complaint per direction, grammar and formatting.	0.6	154.36	92.62
September 30, 2020	9/21/2020	Review e-mail from Board staff regarding iNails complaint; review file for response; draft response to same	0.5	154.36	77.18
	9/21/2020	Review follow up e-mails from Board Staff regarding iNails investigation.	0.1	154.36	15.44
October 31, 2020	10/7/2020	Draft hearing outline for use in upcoming ALJ hearing against iNails and Spa.	1	154.36	154.36
	10/8/2020	Revise and update hearing outline for iNails per discussion with Board staff .	0.5	154.36	77.18
	10/19/2020	Review e-mail from iNails regarding possible settlement negotiations; multiple telephone calls with Board staff regarding same.	0.3	154.36	46.31
	10/19/2020	Telephone call with Dien Phan regarding potential settlement agreement for iNails; draft confirming e-mail on same.	0.3	154.36	46.31
	10/19/2020	Follow up telephone call with Board staff regarding possible settlement agreement for iNails.	0.1	154.36	15.44
	10/19/2020	Review e-mail from Dien Phan of iNails regarding confirmation of proposed settlement; forward e-mail to Board staff	0.1	154.36	15.44
	10/20/2020	Review e-mail from Dien Phan of iNails regarding settlement; draft response to same; draft e-mail to board staff regarding same; review voicemail from board staff on same; follow up telephone call with Board staff	0.3	154.36	46.31
	10/20/2020	Review follow up e-mail from Dien Phan for iNails regarding acceptance of settlement amount.	0.1	154.36	15.44
	10/20/2020	Draft and revise proposed settlement agreement for iNails and Spa.	1.8	154.36	277.85
	10/20/2020	Review e-mail from Board staff regarding proposed changes to iNails 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 iNails	0.4	154.36	61.74
	10/21/2020	Revise and update proposed Settlement Agreement and Order per hearing officer for iNails.	0.3	154.36	46.31
	10/21/2020	Review e-mail from Board staff regarding attorneys' fees and costs accrued for iNails.	0.1	154.36	15.44
	10/26/2020	Revise and supplement Settlement Agreement with iNails per discussion with Board staff.	0.3	154.36	46.31
	10/26/2020	Review e-mail from Dien Phan regarding executed Settlement Agreement; forward copy of same to Board staff	0.1	154.36	15.44
	10/27/2020	Draft e-mail to ALJ Jill Greiner regarding proposed settlement agreement for iNails matter.	0.1	154.36	15.44
	10/27/2020	Review e-mail correspondence from ALJ Jill Greiner regarding settlement agreement for iNails; respond to same.	0.1	154.36	15.44
November 30, 2020		No Charges Posted			

Total: 1821.49

1 BEFORE THE NEVADA STATE BOARD OF COSMETOLOGY

2
3 NEVADA STATE BOARD OF
4 COSMETOLOGY,

Case No.: C2020-0971

5 Petitioner,

6 vs.

**SETTLEMENT AGREEMENT,
RECOMMENDATIONS, AND ORDER**

7 INAILS AND SPA (License No. S-18291),

8 Respondent.

9 WHEREAS, the Nevada State Board of Cosmetology ("Board"), having jurisdiction
10 over Licensee INAILS and SPA, Salon License No. S-18291 ("Respondent" or "Licensee"),
11 pursuant to Nevada Revised Statutes ("NRS") Chapter 644A and Nevada Administrative
12 Code ("NAC") Chapter 644A (the Board and Licensee may be referred to collectively herein
13 as "the Parties"); and

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

JURISDICTION

24 1. Licensee INAILS AND SPA is now, and was at all relevant times alleged
25 herein, issued Salon License No. S-18291 by the State Board of Cosmetology. Accordingly,
26 Licensee is subject to the provisions of NRS Chapter 644A and NAC Chapter 644A.

1 2. Pursuant to NRS Chapter 644A, the Board is vested with the legal power and
2 authority to take disciplinary action, including, but not limited to, the suspension and/or
3 revocation of licenses to practice cosmetology in the State of Nevada.

4 STIPULATED FACTS

5 3. Licensee INAILS AND SPA understands the nature of the allegations under
6 consideration by the Board. Licensee INAILS AND SPA acknowledges that the conduct
7 described below constitutes violations of NRS Chapter 644A and NAC Chapter 644A
8 governing the practice of cosmetology in the State of Nevada and that if proven by a
9 preponderance of the evidence, Licensee is subject to disciplinary action by the Board. In
10 an effort to resolve these allegations and to avoid the necessity and cost of a hearing,
11 Licensee INAILS AND SPA agrees to the terms of this Agreement:

12 a. Licensee INAILS AND SPA was at all relevant times mentioned herein
13 licensed by the Board to operate a cosmetological establishment, and was issued Salon
14 License No. S-18291.

15 b. On March 12, 2020, Nevada State Governor Steve Sisolak issued a
16 Declaration of Emergency to facilitate the State's response to the COVID-19 pandemic.

17 c. On March 20, 2020, Governor Sisolak issued Declaration of Emergency
18 for COVID-19 Directive 003 that required the closure of non-essential businesses, including
19 "aesthetic services such as beauty shops, barber shops, nail salons, tanning salons, and wax
20 salons."

21 d. On May 7 2020, Governor Sisolak issued Declaration of Emergency
22 Directive 018 that allowed nail care salons and hair salons licensed by the Board to reopen
23 to customers, provided that:

24 (1) Salons and barber shops with walls or partitions between
25 stations or chairs may utilize all stations, but under no circumstances may more than one
26 customer or client be seated at any given station or chair.

27 (2) Salons and barber shops without wall or partitions between
28 stations may only seat customers or clients at every other station or chair, or arrange

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 10, 2020, the Board performed an inspection of Licensee INAILS
21 AND SPA's cosmetological establishment and found proof that Licensee INAILS AND SPA
22 was possibly allowing employees to perform esthetic services. The Board inspector noted
23 that it appeared that there was more than one client per licensee in Licensee's establishment.

24 g. On June 7, 2020, the Board received a Consumer Complaint against
25 Licensee INAILS AND SPA, that Licensee's staff was not wearing face coverings.

26 h. On June 8, 2020, the Board performed an inspection of Licensee INAILS
27 AND SPA 's cosmetological establishment and found that Licensee's employees were not
28 wearing face coverings.

1 i. On July 15, 2020, the Board performed a follow-up inspection of Licensee
2 INAILS AND SPA's cosmetological establishment and again found Licensee's employees
3 were not wearing face coverings.

4 VIOLATIONS OF LAW

5 4. The foregoing alleged conduct by Licensee INAILS AND SPA would violate
6 NRS 644A.850(1)(n) for engaging in any unfair or unjust practices, methods, or dealings,
7 by failing to comply with Section 16 of Governor Sisolak's Declaration of Emergency
8 Directive 018, when Licensee INAILS AND SPA's employees failed to wear a facial covering
9 on June 8, 2020.

10 5. The foregoing alleged conduct by Licensee INAILS AND SPA would violate
11 NRS 644A.850(1)(n) for engaging in any unfair or unjust practice, methods, or dealings, by
12 failing to comply with Section 16 of Governor Sisolak's Declaration of Emergency Directive
13 018, when Licensee INAILS AND SPA's employees failed to wear a facial covering on July
14 15, 2020.

15 DISCIPLINE AUTHORIZED

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

21 SETTLEMENT

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

27 a. Licensee INAILS AND SPA agrees to pay a total administrative fine of
28 \$1,500.00, as follows: \$500.00 for the first alleged Violation of Law as stated in Paragraph

1 4 of this Settlement Agreement, Recommendations and Order; and \$1,000.00 for the second
2 alleged Violation of Law as stated in Paragraph 5 of this Settlement Agreement,
3 Recommendations, and Order.

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

9 c. Licensee INAILS AND SPA and the Board agree that by entering into
10 this Agreement, the Board does not concede any defense or mitigation Licensee INAILS
11 AND SPA may assert and that once this Agreement is approved and fully performed, the
12 Board will close its file in this matter.

13 d. Licensee INAILS AND SPA further acknowledges that the Board will
14 retain jurisdiction over this matter until all terms and conditions set forth in this
15 Agreement have been met to the satisfaction of the Board.

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

22 f. Licensee INAILS AND SPA hereby expressly acknowledges that
23 Licensee has freely and voluntarily entered into this Agreement, and Licensee is aware of
24 its rights to contest the charges pending against Licensee. These rights include the right
25 to representation by an attorney at Licensee's own expense, the right to file an answer in
26 response to a formal complaint, the right to a public hearing on any charges or allegations
27 formally filed, the right to confront and cross-examine witnesses called to testify against
28 Licensee, the right to represent evidence on Licensee's own behalf, the right to testify on

1 Licensee's own behalf, the right to receive writing findings of fact and conclusions of law
2 supporting the decision and the merits of the complaint, and the right to obtain judicial
3 review of the decision. Licensee INAILS AND SPA further is aware of Licensee's rights
4 which may be accorded to Licensee pursuant to the provisions of NRS and/or NAC Chapters
5 233B, 622, 622A, and 644A, and federal and state constitutions. Licensee INAILS AND
6 SPA hereby voluntarily waives all these rights in exchange for the Board's acceptance of
7 this Agreement.

8 8. Licensee INAILS AND SPA is aware of, understands, and has been advised of
9 the effect of this Settlement Agreement, Recommendations, and Order ("Agreement"),
10 which Licensee has carefully read and fully acknowledges. Licensee INAILS AND SPA has
11 had the opportunity to consult with competent counsel of Licensee's choice.

12 9. If the Agreement is not accepted by the Board, or if this matter proceeds to
13 formal hearing due to Licensee INAILS AND SPA's failure to comply with the terms of the
14 Agreement, Licensee acknowledges and understands that the Administrative Law Judge,
15 hearing officer, and/or Board members who review this matter for approval of this
16 Agreement may be the same members who ultimately hear, consider, and decide the
17 Complaint.

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

24 11. Licensee INAILS AND SPA agrees that the Board-approved Agreement may
25 be used as evidence in any subsequent disciplinary hearing.

26 12. Should the Agreement be rejected by the Board, it is agreed that presentation
27 to and consideration by the Board of such proposed Agreement shall not unfairly or illegally
28 prejudice the Board or any of its members from further participation, consideration,

1 adjudication, or resolution of these proceedings and that no Board member shall be
2 disqualified or challenged for bias.

3 13. Licensee INAILS AND SPA acknowledges that the Agreement shall only
4 become effective upon being duly executed by both the Board and Licensee INAILS AND
5 SPA.

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

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

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

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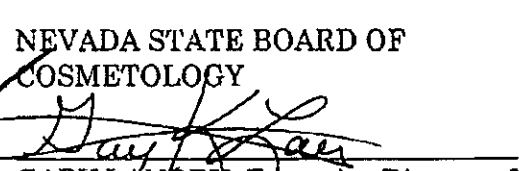
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intended to be legally bound thereby.

DATED this 26 day of Oct., 2020. DATED this 26th day of OCTOBER, 2020.

INAILS AND SPA


NEVADA STATE BOARD OF COSMETOLOGY



DIEN PHAN, Manager, on behalf of iNails and Spa

GARY LANDRY, Executive Director of the Board of Cosmetology

ADMINISTRATIVE LAW JUDGE RECOMMENDATIONS

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

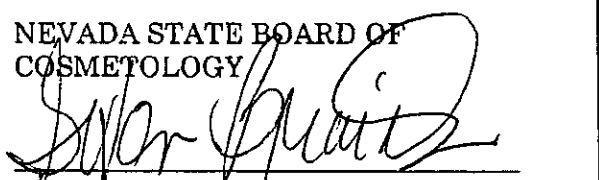
DATED this 27 day of OCTOBER, 2020.


JILL GREINER, Administrative Law Judge

ORDER

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

DATED this 19 day of JAN, 2020.

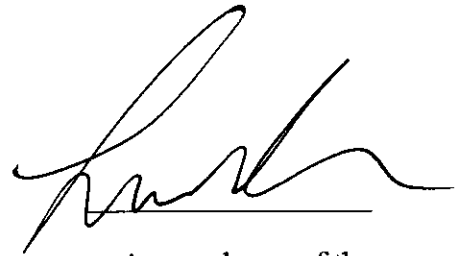
NEVADA STATE BOARD OF COSMETOLOGY

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:

INAILS AND SPA
43 S. STEPHANIE ST. SUITE #130
HENDERSON, NV 89012

7020 1810 0000 7913 7637



An employee of the
Nevada State Board of Cosmetology