

Lieutenant Governor



MARGARET W. BUSSE Executive Director

MARK STEINAGEL Division Director

NON-DISCIPLINARY LIMITATION AGREEMENT REGARDING THE LICENSE OF K'DEE WOOD (LICENSE NO. 11664197-4701) TO PRACTICE AS A MASSAGE THERAPIST IN THE STATE OF UTAH

Case No. DOPL 2025- 30 4

By signing below, K'Dee Wood ("Respondent") and the Utah Division of Professional Licensing ("Division") knowingly and voluntarily agree as follows:

- 1. **Agreement Effective Date:** This Agreement becomes effective on the day the Division Director signs the attached Order (the "Effective Date").
- 2. **Pre-Adjudication Settlement:** This Agreement is a pre-adjudication settlement, as contemplated by Utah Code § 63G-4-102(4). If the Agreement is not signed by Respondent and the Division, the Division will proceed with adjudication of Respondent's alleged unprofessional or unlawful conduct. By signing this Agreement, Respondent waives the right to participate in adjudication proceedings and respond to these allegations before the Division.
- 3. **Undisputed Facts:** Respondent and the Division do not dispute the following facts, for the purposes of the Division's administrative action regarding Respondent's license:
 - a. On or about March 2 2020, Respondent was issued a license to practice as a massage therapist in the State of Utah.
 - b. On or about June 30, 2025, Respondent was charged with one count Forcible Sexual Abuse, a second-degree felony and one count of Forcible Sodomy, a first-degree felony and one count of Object Rape a first-degree felony and four counts of Prohibited Dangerous Weapon Conduct a third-degree felony and two counts of Possession or Use of a controlled substance, a class B misdemeanor and one count of Use of Possession of Drug Paraphernalia, a Class B Misdemeanor.
 - c. The pending charges stem from activities in Respondent's home, not in a massage session.
 - d. Respondent agrees that Respondent's license to practice as a Massage Therapist in the State of Utah shall be immediately limited, meaning that Respondent shall not practice as a Licensed Massage Therapist in any way

or manner, until the allegations underlying the criminal conduct described above have been resolved by Respondent entering into a disciplinary stipulated agreement with the Division; a hearing is held before the Utah Massage Therapist and Acupuncture Licensing Board and findings are issued by the Board; or the Division informing Respondent that insufficient evidence exists to pursue disciplinary action against Respondent's license.

- e. Respondent understands that the limitation is non-disciplinary in nature and that no finding of unprofessional or unlawful conduct has been made by the Division.
- 4. Limitation: Respondent's license to practice as a licensed massage therapist in the State of Utah shall be immediately limited, meaning that Respondent shall not practice as a licensed massage therapist in any way or manner, until the allegations underlying the criminal charges described in paragraph 3 above are resolved by Respondent entering into a disciplinary stipulated agreement with the Division; a hearing is held before the Utah Massage Therapist and Acupuncture Licensing Board and findings are issued by the Board; or the Division informs Respondent that insufficient evidence exists to pursue disciplinary action against Respondent's licenses. Respondent shall renew and maintain an active license during the period of limitation. Respondent shall complete all required continuing education requirements during the period of limitation.
- 5. **Non- Disciplinary Action:** The resulting Division Director Order is non-disciplinary in nature and no finding of unprofessional conduct or unlawful conduct has been made by the Division.
- 6. **Agreement is a Public Document:** This agreement is a public document and will be published on the Division's website. It may also be reported to disciplinary databases, such as the National Practitioner Data Bank.
- 7. **Division may continue to investigate:** The Division may continue to investigate any allegations of unprofessional and unlawful conduct, including the alleged conduct described above, and may take disciplinary administrative action against Respondent's license in the State of Utah, including undertaking emergency proceedings, at any time.
- 8. **No Outside Agreement:** There are no written or verbal agreements outside of the text of this document and the attached Order that modify, interpret, construe, or affect this Agreement. No person is authorized to make any promise, implication, or guarantee on behalf of the Division outside of this Agreement.
- 9. **Void if no Final Order:** The Division Director is not required to accept this Agreement or sign the attached Order. If the Division Director does not sign the attached Order, this Agreement and the representations in it will be null and void.

- 10. Waiver of Claims Against Division Director: If the Division Director does not sign the attached Order, the Division may initiate adjudication of Respondent's alleged unprofessional or unlawful conduct. In an adjudicative proceeding, the Division Director may be the presiding officer and final decision maker. Respondent and the Division waive any claim that the Division Director was biased or prejudiced by having reviewed this Agreement. This waiver survives nullification of the Agreement.
- 11. **Waiver of Judicial Review:** Respondent waives all rights to administrative and judicial review of this Agreement and Order that they might otherwise be entitled to under Utah Code §§ 63G-4-301 through -405 and Utah Administrative Code R151-4-901 through -907.
- 12. **Opportunity to Review:** Respondent has read and understands all the above and has no questions about any term or provision.

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DIVISION LICENSING	OF	PROFESSIONAL	RESPON	DENT
BY: Lisa Mart Bureau M	-		BY:K'De	e Wood
DATE: <u>7-15</u>	7-25		DATE:	7.15-25

<u>ORDER</u>

THE ABOVE AGREEMENT between the Division of Professional Licensing ("Division") and **K'Dee Wood** is approved by the Division and constitutes my Findings of Fact and Conclusions of Law. The terms and conditions of the Agreement are incorporated and constitute my Final Order.

DIVISION OF PROFESSIONAL LICENSING

MARK B. STEINAGEL

Director or

DEBORAH BLACKBURN

Assistant Division Director

Bureau Manager ~ Lisa Martin Assistant Attorney General ~ Valerie Wilde