

STATE OF MINNESOTA
COURT OF ADMINISTRATIVE HEARINGS
FOR THE DEPARTMENT OF HEALTH

In the Matter of the Penalty and Corrective
Order Issued to See Xiong

SETTLEMENT AGREEMENT

1. PARTIES.

This Stipulated Agreement, hereinafter the “Agreement,” shall apply to and be binding upon the following parties:

- A. See Xiong hereinafter “Respondent”; and
- B. The Commissioner of the Minnesota Department of Health, hereinafter “Department.”

2. PURPOSE AND SCOPE OF SETTLEMENT AGREEMENT.

The purpose of this Agreement is to resolve the appeal involving the Department’s issuance of a corrective order and associated penalty on February 20, 2025. In entering into this Agreement, the Department and Respondent are settling a disputed matter.

3. DEFINITIONS.

Unless otherwise explicitly stated, the definitions in Minn. Stat. ch. 146B apply to the terms used in this Agreement.

4. STATEMENT OF FACTS AND LAW.

The following constitutes a summary of the facts agreed to by Respondent and the Department.

- A. Respondent is the owner of See Beauty, a body art establishment with license number 410721.
- B. The Department is authorized, pursuant to Minn. Stat. § 146B.03, to license body art technicians in Minnesota. The Department may revoke, suspend, refuse to grant or renew a license, or take any reasonable lesser action against a body art technician or operator of a body art establishment pursuant to Minn. Stat.

146B.08. The Department may also impose a civil penalty not to exceed \$10,000, for any violation of Minn. Stat. ch. 146B. Minn. Stat. § 146B.08, subd. 4(5).

- C. Any body art technician who agrees to supervise more than two temporary tattoo technicians during the same time period must provide to the Department a supervisory plan describing how the technician will supervise each temporary technician in accordance with Minn. Stat. § 146B.03, subd. 7a(b). A supervisory plan must include, at a minimum: (1) the areas of practice under supervision; (2) the anticipated supervision hours per week; (3) the anticipated duration of the training period; and (4) the method of providing supervision if there are multiple technicians supervised during the same period. Minn. Stat. § 146B.03, subd. 7a(c).
- D. The Department investigated a complaint against Respondent and on February 20, 2025, the Department determined that Respondent violated Minn. Stat. §§ 146B.03 and 146B.07 by failing to: comply with the approved supervisory plan, oversee the completion of tattoo consent forms, and maintain an accurate accounting of apprentice supervision hours. Based on these alleged violations, the Department assessed a penalty of \$3,000 against Respondent pursuant to Minn. Stat. § 146B.08, subd. 4(5). The Department additionally imposed certain conditions on supervising apprentices, pursuant to Minn. Stat. 146B.08, subd. 4(4).
- E. On February 20, 2025, the Department sent notice to Respondent informing her of the assessed penalty and conditions on supervising apprentices ("February 20, 2025 decision"). On March 7, 2025, Respondent requested a hearing to appeal the Department's assessed penalty and corrective actions.
- F. The Department thereafter commenced a contested case at the Court of Administrative Hearings ("CAH"). The matter has been docketed as CAH Docket No. 23-0900-40794.
- G. The Parties have agreed to an informal disposition of this matter without a hearing.

5. RESOLUTION.

In order to settle this dispute, the Parties agree as follows:

- A. By entering into this settlement agreement, Respondent hereby withdraws its appeal of the February 20, 2025 decision, and the Parties stipulate that the contested case, CAH Docket No. 23-0900-40794, may be dismissed upon execution of this agreement.
- B. The penalty the Department assessed to Respondent is reduced from \$3,000 to \$1,500.

- C. If Respondent agrees to supervise one or more temporary tattoo technicians, Respondent must provide a supervisory plan to the Department pursuant to Minn. Stat. § 146B.03, subd. 7a. The supervisory plan shall include specific training schedules and procedures for each apprentice.
- D. The first 18 months following the Department's approval of the submitted supervisory plan shall be known as the Initial Supervision Period. Respondent shall limit her supervision to two (2) apprentices for the Initial Supervision Period.
- E. Respondent shall submit monthly consent forms and apprenticeships hours to the Department during the Initial Supervision Period.
- F. The two (2) years following the Initial Supervision Period shall be known as the Second Supervision Period. If Respondent is found to be in compliance with Minn. Stat. ch. 146B and the supervisory plan after the Initial Supervision Period, Respondent may supervise up to four (4) apprentices during the Second Supervision Period.
- G. Respondent shall submit an updated supervisory plan with training schedules and procedures for each apprentice supervised during the Second Supervision Period.
- H. Respondent shall submit monthly consent forms and apprenticeships hours to the Department during the Second Supervision Period.
- I. The Department shall amend the February 20, 2025 decision according to the amended notice attached as Exhibit 1, subject to final approval by the director of the Department's Health Regulation Division.
- J. The Parties acknowledge that upon execution of this Agreement, this Agreement becomes a final order of the Commissioner.
- K. The Parties waive all further hearings, reviews, procedures, proceedings, and claims related to the February 20, 2025 decision to which the Parties may be entitled under the Minnesota and or United States Constitutions, statutes, or rules.

6. RESPONSIBILITY FOR COSTS.

The Parties agree that the Parties are not entitled to and shall not seek from any court or CAH any other monetary relief or compensation, including damages or other fees, costs, expenses, disbursements, or litigation expenses in connection with the issues raised in the February 20, 2025 decision and Respondent's appeal and request for a hearing.

7. DISMISSAL OF PROCEEDINGS.

The Parties agree that upon execution of this Agreement, the appeal pending at CAH (Docket No. 23-0900-40794) may be dismissed.

8. RIGHT TO COUNSEL.

Respondent acknowledges that she has been advised of her rights to a hearing in this matter, to present argument, and to appeal from any adverse determination after a hearing, and Respondent hereby expressly waives those rights. Respondent further acknowledges that she has been represented by Melissa Heinlein, Heinlein Law PLLC, that she has read, understands, and agrees to this Agreement, and has freely and voluntarily signed it and entered into this Agreement.

9. OTHER REMEDIES RESERVED.

Nothing in this Agreement shall waive the Department's right to enforce this Agreement, or to take any action authorized by law, including the exercise of the Department's authority under chapter 146B. This Agreement shall not in any way limit or affect the authority of the Department or the Commissioner to proceed against Respondent by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or omission of Respondent justifying enforcement that is not the subject of the February 20, 2025 decision. The Parties acknowledge that this Agreement does not preclude the Department from any future investigation, survey, or enforcement action against Respondent.

10. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the Parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this agreement.

11. VENUE.

Disputes regarding the meaning of this Agreement or actions to enforce this Agreement shall be venued in Ramsey County District Court, in St. Paul, Minnesota.

12. DATA PRACTICES.

The Parties to this Agreement understand and agree that the release of information from any Department file pertaining to this matter, including this Agreement, is governed by the Minnesota Government Data Practices Act, Minn. Stat. ch. 13; the Official Records Act, Minn. Stat. § 15.17; and any other applicable law.

13. SUCCESSORS.

All rights inure to, and obligations bind, successors, heirs, and assignees of all parties involved.

14. AMENDMENTS.

This Agreement may only be amended by written and signed agreement between the Parties.

15. EFFECTIVE DATE AND COUNTERPARTS.

This Agreement shall be effective upon the date it is signed by all parties. This Agreement may be executed in one or more counterparts, which shall be construed together as if one instrument. Any party shall be entitled to rely on an electronic or facsimile copy of a signature as if it were an original.

BY THEIR SIGNATURES HEREON, THE UNDERSIGNED REPRESENT THAT THEY HAVE AUTHORITY TO BIND THE PARTIES THEY REPRESENT, THEIR AGENTS, CONTRACTORS, AND SUBSIDIARIES

SEE XIONG

BY: 

NAME: See Xiong

Dated this 5 day of February, 2026.

MINNESOTA DEPARTMENT OF HEALTH

BY: 

NAME: Carol Backstrom

TITLE: Assistant Commissioner of the Minnesota Department of Health

Dated this 10th day of February, 2026.