

Pinqan Qi
421 Pine Avenue
Long Beach, Ca 90802

02/28/2012

John Gross and Erik Sund
333 West Ocean Blvd 7th floor
Long Beach, Ca 90802

RE: Notice of Appeal

Sir,

I am writing to request a review of the recent decision to not approve my business license. The reason for this decision was due to illegal acts by an employee at my store. I.e. section 3.80.421.1 (A), section 3.80.421.5, and section 3.80.429.1 (attached)

Although this was not me that committed these acts I do understand that I have the responsibility to control my business so it follows all laws and guidelines for the city of Long Beach.

This employee has committed these acts without my knowledge or approval, I want to run a respectable and professional spa. I would be most grateful if you can reconsider your decision to deny my business license. If you can I do believe that I can take steps to prevent this from happening again.

I plan to install door peep holes in every door so as I can monitor each massage in progress. These peep holes would also not inhibit the privacy of customers changing clothes inside the room. They will be closed from the inside while customers are by themselves dressing then open for viewing from the outside when the masseuse enters the room and until they leave.

If these peep holes are not enough in your opinion we could actually install windows in these doors with curtains on the inside and then would function in the same manner.

Additionally I will enter a documented work agreement with all employees which will stress the importance and financial responsibility attached to any illegal acts committed. This will support our effort.

I am very remorseful for what has happened and I am determined to not let this happen again. This has hurt me and my standing in the city of Long Beach and I want to regain your trust.

Please, please reconsider this decision.

I am also open to suggestions/ recommendations from you and other city depts as to what else I can do.

Thank you for your time and consideration,

Pingan Qi

Enclosures

INDEPENDENT CONTRACTOR AGREEMENT

This indemnification agreement is entered into by and between Pingan Qi, (the company)
And _____ Date _____ (the contractor) Agreed
by both parties as follows:

The contractor shall provide staffing services to the company. Staffing services provided will be as *massage Therapists (providing massage)* .

Company shall provide all basic materials and supplies for staffing services to perform work as *massage therapists*.

The contractor and contractor's employees shall perform all duties in a professional and efficient manner so as to maintain a highly respectful work environment. Highest standards are to be maintained as relates to the industry standards. At no time will services be performed at which are of a sexual nature. All legal action taken due to failure to comply to local/state/federal laws which result in financial loss to company shall be reimbursed to company by contractor. All legal fees, court costs, legal representation costs suffered by company due to contractor's employees actions additionally will be reimbursed to company by contractor.

Any additional work or services shall be agreed to in writing signed by both parties.

The contractor shall be responsible for determining the customer/patient's eligibility and suitability for requested services.

The contractor shall be responsible for obtaining and maintaining license/ certification as dictated by local/state government.

The company shall provide business license/permits/insurance as relates to "office" only.

The contractor shall provide all payroll, insurance, benefits for employees provided by the contractor. These shall be maintained at all times during terms and subsequent terms of this agreement. The contractor shall provide liability insurance for all employees provided by contractor. Within insurance policy the following shall be included as additional insured:

Pingan Qi- The company

Liability insurance shall include per employee:

- A) Worker's compensation insurance as required by all applicable laws
- B) Liability insurance with limits per employee and per occurrence of \$1,000,000.00

Contractor agrees to hold company, therapists (not employed by contractor), landlord harmless

from any/all claims or liability arising from any/all services performed by any/all employees of contractor.

_____ obligation to carry insurance as herein does not limit or modify in any way any other obligation under this agreement of the contractor to Pingan Qi

The contractor shall agree to provide staffing for days as stated below for normal office business

Hours: open/flex hours

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Days and total weekly hours to be determined.

Payment for service fees will be by check monthly.

Any changes/modifications will be agreed to in writing by both contractor and company.

Contractor agrees to follow all general offices guidelines and procedures as defined in separate writing and is updated periodically.

All prices are determined by company and charged to customer/patient as directed.

Contractor and Company reserve the right to discontinue this agreement and services at any time.

If any part of this agreement is found to be invalid, unenforceable the remaining parts shall remain in full force and effect.

IN WITNESS WHEREOF both parties have signed this agreement

Date

Company
Pingan Qi

Date

Contractor

Date

Signature

Date
