

**State of New Hampshire
Board of Barbering, Cosmetology, and Esthetics
Concord, New Hampshire 03301**

In the Matter of:
**GT Nails & Hair,
Shop Lic. #3538**

Docket No.: 22-BAR-0015

**Dao Pham, Owner
(Unlicensed)**

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of Barbering, Cosmetology, and Esthetics, the New Hampshire Board of Barbering, Cosmetology, and Esthetics (“Board”) and GT Nails & Hair (“Shop”), a cosmetology shop currently licensed by the Board, and Dao Pham (“Owner”), (together as “Respondents”) do hereby stipulate and agree to resolve certain allegations of violations of rules and laws regulating the profession now pending before the Board according to the following terms and conditions:

1. The parties stipulate that Board inspectors have jurisdiction to conduct inspections of shops and schools pursuant to NH RSA 313-A: 21 and N.H. Code Admin. R Bar (“Bar”) 404.01.
2. The parties further stipulate the Board has the authority to issue administrative fines for violations of statutes pursuant to NH RSA 313-A and Bar 404.04.
3. Pursuant to RSA 310-A:1-k, III, RSA 541-A, V, and Bar 217.02, the Board may, at any time, dispose of such allegations by settlement.
4. The Board first granted Shop located at 777 S. Willow St., Manchester, New Hampshire 03103 shop license #3538 on 12/22/2011. Shop license #3538 expires on 10/30/2023.

5. On or about May 30, 2013, the Board granted a change of owner shop application submitted by Dao Pham.
6. On 04/07/2022, a Board inspector conducted a routine of Respondents which resulted in alleged violation points totaling seven hundred and twenty-five (725) points. In response, the Board issued a notice of adjudicative hearing.
7. Respondents stipulate that if an adjudicative hearing were to take place, Hearing Counsel could prove that Respondents violated RSA 313-A:22, II(c), (d), and (i) (*see* Bar 404.09, 302.05, and 302.07) by the following facts:
 - A. At all times material, Dao Pham is and has been the owner of the Shop.
 - B. At all times material, Thuha Dau, personal license #15218, is and has been the manager of the Shop.
 - C. The Shop has the following inspection history before the Board within the last five years:
 - i. On 07/19/2018, Shop was fined \$594.00 for a failed shop inspection while under management of Thuha Dau.
 - ii. On 09/11/2019, Shop was fined \$100.00 for a failed shop inspection while under management of Thuha Dau.
 - D. On 04/07/2022, Board inspectors conducted a routine inspection of Respondents.
 - E. As a result of the 04/07/2022 inspection, the inspector found multiple violations totaling 725 points of which:
 - i. 700 points were related to health and sanitation violations including:
 - a. One (1) improperly disinfected shampoo bowl;
 - b. Thirty-three (33) improperly cleaned and stored re-useable

- implements and appliances;
 - c. Four (4) single-use/disposable implements (files) not disposed of or properly stored for disposal;
 - d. Five (5) foot spas lacked a record of cleaning and disinfection;
 - e. First aid supplies were expired;
 - f. Lacked required safety data sheets for all products; and,
- ii. 25 points were related to licenses and certifications violations for failing to display the previous inspection report.
- F. Dao Pham intends to change ownership of the Shop by selling the Shop to GT Nail & Hair Corporation owned by shareholders Thuha Dau and Van Tran.
8. Respondents acknowledge that their conduct constitutes grounds for the Board to impose disciplinary sanctions against the shop license in the State of New Hampshire.
9. Respondents consent to the Board imposing the following discipline, pursuant to RSA 313-A:22, III and RSA 310-A:1-m:
- A. Respondents are assessed an **ADMINISTRATIVE FINE** in the amount of seven hundred and twenty-five dollars (\$725.00). Respondent shall pay this fine in full within forty-five (45) days of the effective date of this *Settlement Agreement*, as defined further below, by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire," to the Board's office at 7 Eagle Square, Concord, New Hampshire, 03301. **No separate invoice shall issue.** Payment shall include a copy of this *Settlement Agreement* and/or the following note with the check or money order: **Enclosed please find a check in the amount of \$725.00 for the administrative fine assessed by the Board of Barbering, Cosmetology,**

and Esthetics (“Board”) in resolution of In re GT Nails & Hair, Docket No. 22-BAR-0015 as agreed to with the Board.

- B. Respondents are assessed reasonable **COST OF INVESTIGATION AND PROSECUTION** in the amount of two hundred and fifty dollars (\$250.00). Respondent shall pay this fine in full within forty-five (45) days of the effective date of this *Settlement Agreement*, as defined further below, by delivering a money order or bank check, made payable to “Treasurer, State of New Hampshire,” to the Board’s office at 7 Eagle Square, Concord, New Hampshire, 03301. **No separate invoice shall issue.** Payment shall include a copy of this *Settlement Agreement* and/or the following note with the check or money order: **Enclosed please find a check in the amount of \$250.00 for the cost of investigation and prosecution assessed by the Board of Barbering, Cosmetology, and Esthetics (“Board”) in resolution of In re GT Nails & Hair, Docket No. 22-BAR-0015 as agreed to with the Board.**
10. If the Respondents have outstanding fines or fees owed to the Board at the time of license renewal, the Board shall deny renewal of license.
 11. Respondents, specifically the shop owner, shall bear all costs required by this *Settlement Agreement* and shall be responsible for ensuring all payments are made, but Respondents shall be permitted to share such costs with third parties.
 12. Respondents’ breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 313-A:22, and a separate and sufficient basis for further disciplinary action by the Board.

13. The Board may consider Respondents' compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding the shop license.
14. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondents in the future.
15. This *Settlement Agreement* shall become a permanent part of Respondents' file, which is maintained by the Board as a public document.
16. Respondents voluntarily enter and sign this *Settlement Agreement* and state that no promises or representations have been made other than those terms and conditions expressly stated herein.
17. The Board agrees that in return for Respondents executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
18. Respondents understand that Respondents' action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
19. Respondents have had the opportunity to seek and obtain the advice of an attorney of Respondents' choosing in connection with the decision to enter into this agreement.
20. Respondents agree to support and defend the adoption of this *Settlement Agreement* before the Board.
21. Respondents understand that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null

and void. Respondents specifically waive any claims that any disclosures made to, or by, the Board surrounding its review of this *Settlement Agreement* have prejudiced Respondents' right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.

22. Respondents are not under the influence of any drugs or alcohol and are otherwise of sound mind at the time of signing this *Settlement Agreement*.
23. Respondents certify that he/she has read this document titled *Settlement Agreement*. Respondents understands that he/she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he/she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his/her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondents fully understand the nature, qualities and dimensions of these rights. Respondents understand that by signing this *Settlement Agreement*, he/she waives these rights as they pertain to the misconduct described herein.
24. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board. This date shall be the effective date of the *Settlement Agreement*.

[Signatures on next page.]

FOR RESPONDENT

Date: 4/17/2023

Dao Pham

Dao Pham, Owner
GT Nails & Hair, Shop Lic. #3538
Respondents

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 8-21-23

Jane Chappell
(Signature)

Jeanne Chappell
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Barbering,
Cosmetology, and Esthetics

/*Board members, recused: