

ORIGINAL

**STATE OF NEW HAMPSHIRE
BOARD OF BARBERING, COSMETOLOGY, AND ESTHETICS
CONCORD, NH 03301**

In the Matter of:
**C&K Nails,
Shop Lic. #1982**

Docket No.: 23-BAR-050

**Kimhoa T. Doan, Owner
Lic. #8493**

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 C&K Nails (“Shop”), a shop currently licensed by the Board, and Kimhoa Doan (“Licensee”), a manicurist currently licensed by the Board, (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. Pursuant to NH RSA 310:10, NH RSA 313-A:21, and N.H. Code Admin. R Bar (“Bar”) 404.01, Board inspectors have jurisdiction to conduct inspections of shops and schools.
2. Pursuant to NH RSA 310:12, NH RSA 313-A, and Bar 404.04, the Board has the authority to issue administrative fines for violations of statutes.
3. Pursuant to RSA 310:10, VIII. (a), and Bar 217.02, the Board may, at any time, dispose of such allegations by settlement, and without commencing a disciplinary hearing.
4. The Licensee’s active manicurist license #8493 expires on 07/31/2025.
5. The Board granted Shop at 345 High St., Somersworth, NH 03878 shop license #1982. Licensee is the owner of record of Shop.

6. On 08/23/2023, Board inspectors conducted a routine inspection of Respondents which resulted in alleged violations totaling 1,828 points. In response the Board issued a Notice of Adjudicative Hearing.
7. Respondents stipulate to the following facts:
- A. At all times relevant, Respondents were active licensees of the Board.
 - B. Respondents have no disciplinary history in the last five years.
 - C. On 08/23/2023, a Board inspector conducted a routine inspection of Shop at 345 High St., Somersworth, NH 03878.
 - D. As a result of the inspection, the inspector found multiple violations totaling 1,828 points of which:
 - i. Six hundred twenty-eight (628) points were related to health and sanitation including foot spa agitators improperly cleaned, disinfected and/or stored; improperly cleaned and stored re-useable implements and appliances; lacked an installed eyewash station; and lacked all required safety data sheets;
 - ii. One thousand two hundred (1,200) points were related to other violations, namely, having multiple (three (3)) bladed implements available for use in the facility.
8. The Board finds that Respondent committed the acts described above and concludes that, by engaging in such conduct, Respondent violated NH RSA 313-A:22, II(d) and (i) (*see* RSA 313-A:17, Rule Bar 302.05(m), (q), (aj); 302.07(g)(4)).

9. Respondents acknowledge that the allegations and facts set forth above constitutes grounds for the Board to impose disciplinary sanctions against their license to operate as a cosmetology shop in the State of New Hampshire.
10. WHEREFORE, Respondents consent to the Board imposing the following discipline, pursuant to RSA 313-A:22, III.
 - A. Respondents are **REPRIMANDED**.
 - B. Respondents are subject to **PROBATION** for a period of two (2) years commencing on the effective date (“Effective Date”) of this settlement agreement as further defined below. Probation terms are as follows:
 1. Any inspection during the probationary period resulting in over one hundred (100) points for violation(s) of the Board’s rules relating to sanitation, hygiene, and or safety, specifically, Shop Inspection Report Rev. 2301 sections (1) – (20); and (42), shall be a violation of probation;
 2. If OPLC Enforcement receives notice of a violation of probation, OPLC Enforcement may request that the Board impose any suspended disciplinary sanction(s) after a hearing. A violation of probation shall also constitute misconduct pursuant to RSA 313-A:22 and may form the basis for additional disciplinary sanctions after appropriate notice and opportunity for a hearing pursuant to RSA 313-A:23, RSA 541-A:30, and/or Bar 201;
 3. The Board reserves the right to order an immediate emergency suspension pending an adjudicative proceeding pursuant to RSA 541-A:30; and,
 4. The Board is putting the Respondents on notice that it may enforce this order specifically using unannounced inspections.

- C. Within sixty (60) days of the effective date, Licensee's shop owner shall participate in ten (10) hours of program(s) of **CONTINUING EDUCATION** in the areas of sanitation, sterilization, disinfection, and infection control. The Respondent shall, within 10 days of completion, provide the Board with certificate(s) of completion. **Whether any program(s) meets the requirements of this section shall be determined by the Board. Therefore, the Licensee is strongly encouraged to seek the Board's pre-approval of program(s) before taking them.** The Board has authorized the Board Chair to pre-approve courses on its behalf, so that the licensee does not have to wait until a meeting to learn whether coursework he and/or the manager wish to take is acceptable. The Licensee can submit information about proposed programs to the Board's Administrator, who shall present the same to the Board Chair for determination.
- D. Respondents must immediately display, in full view of the public, a full and complete copy of this *Settlement Agreement* near or adjacent to the shop license and past inspection forms and continue to display a copy until the conclusion of the period of probation.
- E. Respondents are assessed an **ADMINISTRATIVE FINE** in the amount of one thousand eight hundred and twenty-eight dollars (\$1,828.00) where all but seven hundred and seventy-eight dollars (\$778.00) is stayed during the period of probation then terminates upon conclusion of probation. The stayed fine of one thousand and fifty (\$1,050) dollars represents two counts of bladed implements and lacking an eyewash station. Respondent shall pay **\$778.00** administrative fine in full within forty-five (45) days of the effective date of this *Settlement Agreement*

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 or a note including the docket number and indicating the payment is made in compliance with a settlement agreement with the Board.

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 Respondents’ licenses.
14. 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. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, 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 states that no promises or representations have been made other than those terms and conditions expressly stated herein.
17. Respondents understand that Respondents' action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration, judicial review, or appeal.
18. Respondent agrees to support the adoption of this agreement by the Board.
19. Respondent understands that this agreement is an adverse action against Respondent's license and will be reported to all relevant jurisdictions.
20. 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 *Settlement Agreement*.
21. 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*.
22. Respondents understands 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 waives 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.
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 and shall become final after 30 days pursuant to Plc 205.04.

[Signatures on next page.]

FOR RESPONDENT

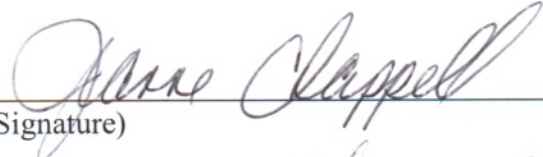
Date: 03/01/2024


C&K Nails, Lic. #1982(Owner)
Kimhoa T. Doan, Lic #8493
Respondent

FOR THE BOARD/*

Accepted by the Board of Barbering Cosmetology and Esthetics on this 18 day of March, 2024 ("Effective Date").

Date: March 18, 24


(Signature)

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

/*Board members recused: