

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

In the Matter of:
**Premeir Nails,
Shop Lic. #3419**

Docket No.: 22-BAR-0022

**Nina Nga T Nguyen,
Manicurist Lic. #17428**

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 Premier Nails, a nail salon currently licensed by the Board, and Nina Nga T. Nguyen, 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. 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 Nina Nguyen a manicurist license #17428 on 08/12/2004. Nina Nguyen's manicurist license expires on 08/31/2023.
5. The Board first granted Premier Nails at 54 B NH RTE 25, Meredith, NH 03253 shop license #3419 on 03/12/2015.
6. On or about 07/14/2022, a Board inspector conducted a routine inspection of Respondents which resulted in alleged violations totaling 2,608 points. In response the Board issued a Notice of Adjudicative Hearing – 12/19/22 @ 9:30 AM.
7. Respondents stipulate that if the above referenced adjudicative hearing were to take place, Hearing Counsel could prove that Respondents violated RSA 313-A:22, II(c), (d), and (g) by the following facts:
 - A. On 07/14/2022, a Board inspector conducted a routine inspection of Respondents.
 - B. As a result of the inspection, the inspector found multiple violations totaling 2,608 points of which:
 - i. 508 points were related to health and sanitation including improperly disinfected tables and pedicure areas, improperly cleaned and store reusable implements and appliances, improperly disposed of and/or store single use implements, and lacked required safety data sheets;
 - ii. 500 points were related to licenses and certifications where one unlicensed individual, Rosa Lee Schepis, was working without a valid NH license;
 - iii. 1200 points were related to failing to maintain a current apprentice

attendance and test record with the board for Vivian Nguyen, License #36198 for a period of 24 months; and,

- iv. 400 points were related to other violations, namely, possessing a bottle of product containing Methyl Methacrylate.

C. Licensee Nguyen, whose attendance and test records were not current with the Board, moved out of state and ceased working at Respondents in December 2021.

- 8. Respondents acknowledge that their conduct constitutes grounds for the Board to impose disciplinary sanctions against their license to operate as a nail salon and manicurist in the State of New Hampshire.
- 9. Respondents consent to the Board imposing the following discipline, pursuant to RSA 313-A:22, III.
 - A. Respondent is **REPRIMANDED**.
 - B. Respondents are subject to **PROBATION** for one year commencing from the signed date of this *Settlement Agreement*. Any violation of the Board's rules relating to sanitation and hygiene over 100 points within the probationary period or an inspection resulting in more than 750 points for any violation of Board's rules whichever occurs first shall constitute misconduct pursuant to RSA 313-A:22, and a separate and sufficient basis for further disciplinary action by the Board against the Respondent including an order of immediate suspension of license. The Board is putting the Respondents on notice that it may enforce this order specifically using unannounced inspections.

- C. Respondents are assessed an **ADMINISTRATIVE FINE** in the amount of one thousand four dollars (\$1,400.00). 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 \$1,400.00 for the administrative fine assessed by the Board of Barbering, Cosmetology, and Esthetics (“Board”) in resolution of In the Matter of Premier Nails as agreed to with the Board.**
- D. 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 the Matter of
Premier Nails as agreed to with the Board.**

10. 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.
11. 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.
12. The Board may consider Respondents’ compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondents’ licenses
13. 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.
14. This *Settlement Agreement* shall become a permanent part of Respondents’ file, which is maintained by the Board as a public document.
15. 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.

16. 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.
17. 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.
18. Respondents has 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.
19. 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.
20. 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*.
21. 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.

22. 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.

[Signatures on next page.]

FOR RESPONDENT



Date: 12/05/2022

Nina Nguyen (Owner)
Premier Nails
Respondent

FOR THE BOARD/*

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

Date: 12/19/2022

Kimberly Hannon
(Signature)

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

/*Board members, recused: