

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

In the Matter of:

Kim Ong

Shop License No. 2987

Manicuring License No. 16161

(Misconduct Allegations)

**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 & Esthetics ("Board") and Kim Ong ("Respondent"), a licensee of the Board, do hereby stipulate and agree to the following terms and conditions regarding Respondent's shop and personal license:

1. Pursuant to RSA 313-A:22, RSA 541-A and Board of Barbering, Cosmetology & Esthetics Administrative Rule ("Bar") 206.01 et seq., the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by the Board's licensees. Pursuant to RSA 313-A:8, and Bar 217.02(c) the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. Respondent holds shop license number 2987 and personal manicuring license number 16161.
3. Respondent neither admits nor denies the allegations herein, but stipulates that if a disciplinary hearing were to take place, the Board could make the following factual findings to support the conclusion that Respondent engaged in professional misconduct as defined by RSA 313-A, by the following facts:
  - A. Respondent holds shop license #2987 as the owner of Kim's Spa & Nails;
  - B. Respondent holds a personal manicuring license in New Hampshire #16161;
  - C. On or about October 22, 2012, Amanda LeBlanc reported to the Board that after having a pedicure at Kim's Spa & Nails, she suffered an ingrown toe nail on her right foot and an infection in her left toe due to a cut cuticle.
  - D. Ms. LeBlanc reported she required a 10-day antibiotic treatment for the infection in her left toe.
  - E. Respondent gave Ms. LeBlanc a \$15.00 gift certificate as a result of Ms. LeBlanc's dissatisfaction with her visit to Kim's Spa & Nails.
  - F. Ms. LeBlanc requested that Respondent reimburse the \$30.00 cost of the pedicure, \$25.00 for the doctor's visit and \$8.00 for her medication.
  - G. Respondent offered to pay only the cost of the doctor and medication after receiving copies of the doctor's notes and receipts for her expenses.

- E. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 313-A:22, II(c), and a separate and sufficient basis for further disciplinary action by the Board.
  - F. Respondent will pay all outstanding fines owed to the Board by a Money Order or Cashier's Check payable to the Treasurer, State of New Hampshire within 60 days of the effective date of this Agreement.
  - G. During the probation period, Respondent agrees that violations for unsanitary conditions and/or having unlicensed workers on the premises will result in a 30-day suspension of her shop and/or personal license. Respondent shall have the opportunity to challenge the violation findings at a hearing prior to the suspension being imposed.
  - H. Respondent will reimburse complainant Amanda LeBlanc her out-of-pocket expenses totaling \$63 by a Money Order or Cashier's Check payable to Amanda LeBlanc and mailed to the Board within 30 days of the effective date of this Agreement.
5. 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 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 Respondent in the future.
  6. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
  7. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
  8. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
  9. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
  10. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this agreement.
  11. Respondent 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. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.

12. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
13. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein.
14. 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.

**FOR RESPONDENT**

Date: 1/27/14

Kim T. Ong  
Kim Ong  
Respondent

Date: \_\_\_\_\_

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Counsel for Kim Ong

**FOR THE BOARD**

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

Date: \_\_\_\_\_

Holly Rodrigues  
(Signature)

Holly Rodrigues  
(Print or Type Name)  
Authorized Representative of the  
New Hampshire Board of Barbering,  
Cosmetology & Esthetics