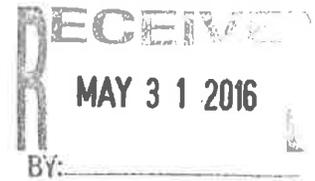


State of New Hampshire  
Barbering, Cosmetology & Esthetics Board  
Concord, New Hampshire 03301



In the Matter of:  
Michelle Bock  
Shop License No. 853  
Personal License No. 3009  
Tanning License No. 254  
(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 Michelle Bock ("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 853, personal license number 3009, and tanning license 254.
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 is the owner of New Beginnings Hair & Tanning Salon ("New Beginnings") at 75 Newport Road, New London, NH
  - B. Respondent holds personal license #3009, shop license #853, and tanning license #254.

- C. On December 22, 2015, Beulah Green, Inspector for the Board, conducted an inspection of New Beginnings and found that Respondent's personal, shop, and tanning licenses were all expired.
- D. Inspector Green assessed a fine of \$10, 575.
- E. On May 13, 2013, Inspector Green conducted an inspection at New Beginnings and learned that Respondent's personal license had expired on August 31, 2012. Her tanning license had expired on April 30, 2012.
- F. Inspector Green assessed a fine of \$50.
- G. Inspector Green noted on the Shop Inspection Form that Respondent needed to renew the licenses within seven (7) days to avoid further fines.
- H. Respondent's shop license expired on August 31, 2013 and Respondent failed to renew that license until February 2014.
- I. On June 19, 2014, Inspector Green conducted a routine inspection of New Beginnings and learned that Respondent's tanning license had expired.
- J. Inspector Green assessed a fine of \$25 and noted on the Shop Inspection Form that the license had to be renewed within seven (7) days or Respondent would be subject to a fine of \$100 per day.
- K. Inspector Green circled the notification on the Shop Inspection Form that stated: "TANNING SALONS NOT REGISTERED WITH BOARD: YOU HAVE 7 DAYS FROM THIS NOTIFICATION TO REGISTER AS A TANNING SALON. THE FINE WILL BE \$100 PER DAY ON THE 8<sup>TH</sup> DAY."
- L. On July 8, 2014, Inspector Green conducted a follow-up inspection of New Beginnings. As of that date, Respondent had not renewed her tanning license.
- M. Inspector Green noted on the Shop Inspection Form that Respondent had been given notice on June 19, 2014 that she had seven days to renew her

- tanning license or the fine would be \$100 per day.
- N. Inspector Green assessed a fine of \$600.
- O. On July 17, 2014, Inspector Green conducted a routine inspection of New Beginnings. As of that date, Respondent still had not renewed the tanning license that expired on April 30, 2014.
- P. Inspector Green assessed a fine of \$1300 and again noted that the fine would continue to be \$100 per day until the license was renewed.
- Q. On July 17, 2015, the Board received an Application to Renew a Tanning Facility from Respondent along with a check for \$125.
- R. On September 11, 2014, Kathryn Wantuck, Executive Director for the Board sent a letter to Respondent informing her that she had outstanding fines with the Board totaling \$1300.
- S. Ms. Wantuck informed Respondent that she could pay the fine by September 30, 2014, request a prehearing conference, or appear for a disciplinary hearing.
- T. Respondent did not respond to Ms. Wantuck's letter.
- U. At the time of the December 22, 2015 inspection, Respondent's tanning license had been expired since August 31, 2015, her shop license had been expired since August 13, 2013, and her personal license had been expired since August 31, 2014.
- V. On September 25, 2015, Respondent sent the Board an application to renew her shop license; however, that application was returned with the explanation that the shop license could not be renewed until she had a current personal license.
- W. Respondent no longer has a working tanning booth in her salon.
- X. Respondent has updated her personal and shop licenses.

4. Respondent consents to the Board imposing the following discipline, pursuant to RSA RSA 313-A:22, III:

A. Respondent is REPRIMANDED for failing to renew her licenses timely.

B. Respondent's outstanding fines are SUSPENDED for a period of five (5) years. If

Respondent renews her licenses on time during the suspension period, the fines will be annulled. However, if Respondent fails to renew either of her licenses on time during the suspension period, the fines will be reinstated.

- C. Respondent will have the tanning booth removed from her shop within three (3) months of the effective date of this Agreement.
  - D. Respondent agrees she will renew her licenses timely.
  - 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.
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: May 26, 2016

*J Michele Bock* **Michelle Bock**  
Respondent

Date:

Counsel for Michelle

Bock

**FOR THE BOARD**

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

Date: *Nelly Rodriguez*  
*8/8/16*

(Signature)

(Print or Type Name)  
Authorized

Representative of the

New Hampshire Board  
of Barbering,  
Cosmetology &  
Esthetics

