

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

In the Matter of:  
Dang Nguyen  
Shop License No. 1675  
Personal License No. 8015  
(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 Dang Nguyen ("Respondent"), a licensee of the Board, do hereby stipulate and agree to the following terms and conditions regarding Respondent's 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 1675 and personal license number 8015.
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 was the owner of L & D Nails.
  - B. On or about July 21, 2015, the Board received a complaint from Kristin Morency alleging that when she went to L & D Nails for a manicure and pedicure, she found the salon "absolutely filthy and disgusting".
  - C. On July 22, 2015, Beulah Green, Inspector for the Board, went to L & D Nails to conduct an inspection based on Ms. Morency's complaint.
  - D. Inspector Green found several violations including, but not limited to, five (5) foot spas that were not cleaned and disinfected properly, the records of cleaning and disinfecting the foot spas were not current, implements and appliances were not cleaned, disinfected, or stored properly, implements and supplies that could

not be disinfected were not discarded or stored in a closed container, and the salon had a dremmel tool rather than a proper nail drill.

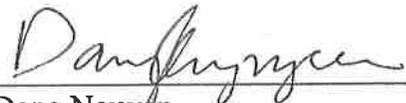
- E. The July 22, 2015 inspection resulted in a fine of \$627.
  - F. On July 21, 2014, the Board received a fax from Dennise Horrocks, Health Officer from the Town of Plaistow with a letter attached from Jayne Ramey alleging that when she went to L & D Nails for a pedicure, she found the salon "dirty and disgusting".
  - G. On July 22, 2014, Inspector Green went to L & D Nails to conduct an inspection based on Ms. Ramey's complaint.
  - H. Inspector Hodgdon found several violations including, but not limited to, four (4) dirty foot spas, the records of cleaning and disinfecting the foot spas were not current, the pedicure areas were not disinfected, and several implements and appliances that were not cleaned, disinfected, or stored properly.
  - I. Inspector Hodgdon also noted on the Shop Inspection Form that the "whole place is very dirty" and "[l]ots of used files in drawer with new ones."
  - J. The inspection resulted in a fine of \$976.
  - K. On October 15, 2013, Inspector Green went to L & D nails to conduct a routine inspection. Inspector Green found several violations including, but not limited to, six (6) foot spas that were not cleaned and disinfected properly, the record of cleaning and disinfecting the foot spas were not current, several implements and appliances that were not cleaned, disinfected, or stored properly, and implements and supplies that were not discarded if they could not be sanitized and not stored in a closed container.
  - L. The inspection resulted in a fine of \$1008. At Respondent's request, that fine was reduced to \$500; however, the reduction was contingent on no violations in future inspections. If there were violations, the \$508 reduction would be reassessed.
  - M. In January 2016, Respondent signed a Voluntary Surrender of License relative to his shop license; however, Respondent wants to keep his personal license.
4. Respondent consents to the Board imposing the following discipline, pursuant to RSA RSA 313-A:22, III:
- A. Respondent's personal license is subject to a period of PROBATION for two (2) years.

- B. Within ninety (90) days of the effective date of this agreement, Respondent will enroll in a sanitation course that has been pre-approved by the Board and will notify the Board of his successful completion of the course. The Board will consider the course successfully completed if Respondent passes the course with a grade of at least 75%.
  - C. Respondent currently owes \$2,107 in outstanding fines. Respondent agrees to pay one-half (1/2) of his outstanding fines. Of the total amount owing, \$1,054 is suspended until the completion of the probation period. If Respondent successfully completes his probation and pays \$1,053 in fines, he will not be required to pay the suspended amount of \$1054.
  - D. 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 him 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 his 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 his choosing in connection with his 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 his 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 he signs this *Settlement Agreement*.
13. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his 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*, he 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: 12/20/16

  
\_\_\_\_\_  
Dang Nguyen  
Respondent

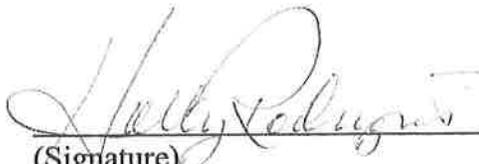
Date: 12/20/16

  
\_\_\_\_\_  
Counsel for Dang Nguyen

**FOR THE BOARD**

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

Date: 1-9-17

  
\_\_\_\_\_  
(Signature)

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

**Before the  
New Hampshire Board of Barbering & Cosmetology  
Concord, New Hampshire 03301**

In the Matter of:  
Dang Q. Nguyen

**VOLUNTARY SURRENDER OF LICENSE**

Recognizing that professional misconduct allegations are now pending against me before the New Hampshire Board of Barbering & Cosmetology ("Board") concerning allegations that my salon, L & D Nails was not meeting sanitation standards, I, Dang Q. Nguyen, hereby voluntarily surrender my New Hampshire license (Shop license #1675) effective on the date that the Board accepts this offer of voluntary surrender.

By voluntarily surrendering my license, I understand that:

1. I relinquish all rights and privileges to own and operate a shop in the State of New Hampshire effective upon the Board's acceptance of this voluntary surrender.
2. I admit that this license surrender has occurred in settlement of pending disciplinary charges.
3. I admit to no violations of 323-A, but recognize that the fact of my voluntary surrender will be distributed by the Board as a disciplinary action.
4. Should I again seek shop licensure in the State of New Hampshire, I must meet and shall bear the burden of proving compliance with all of the standards and prerequisites then required by the Board for new applicants, including professional character requirements.
5. I understand that the pending disciplinary allegations shall be resolved in any future licensure application I may submit in New Hampshire. I hereby specifically waive any statute of limitations or laches defense, which might then be available as to these misconduct allegations.
6. I understand that if the Board chooses to accept my surrender of license, this document shall be distributed to all relevant licensing authorities and professional societies in the same manner as a final decision making specific findings of professional misconduct. I recognize that the fact of my voluntary surrender will be distributed by the Board as a disciplinary action. I further understand that this

*New Hampshire Board of Barbering & Cosmetology  
In the Matter of Dang Q. Nguyen  
Voluntary Surrender of License*

document shall become a permanent part of my file, and will be maintained by the Board as a public document.

- 7. I voluntarily submit this surrender of license to the Board and state that no promises or representations have been made to me other than those terms and conditions expressly stated herein.

IN WITNESS WHEREOF, I hereby affix my signature on this 20 day of January, 2016.

*Dang Q. Nguyen*  
Dang Q. Nguyen

ACCEPTED BY THE BOARD OF BARBERING & COSMETOLOGY on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Date: 1/9/17

*Kathryn Wantuck*  
(Signature)

Kathryn Wantuck  
(Print or Type Name)  
Authorized Representative of the  
New Hampshire Board of Barbering & Cosmetology