

**State of New Hampshire
Board of Accountancy
Concord, New Hampshire 03301**

In the Matter of:
Tarek Ziad Merhi Bleik, CPA
CPA Lic. #06540

2022-ACCT-004

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 accountancy, the New Hampshire Board of Accountancy ("Board") and Mr. Tarek Ziad Merhi Bleik, CPA ("Mr. Bleik" or "Respondent"), an accountant licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 309-B:10; RSA 309-B:11; RSA 310-A:1-k; RSA 310-A:1-m, III.; and Board of Accountancy Administrative Rule ("Ac") 204.01, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by licensed accountants. Pursuant to Ac 204.03(c), the Board may impose disciplinary sanctions pursuant to a settlement agreement.
2. The Board first granted the Respondent a license to practice as an accountant in the State of New Hampshire on April 12, 2013. Respondent holds license number 06540. Respondent practices as a certified public accountant in Qatar for Deloitte Professional Services (DIFC) Limited ("Deloitte").
3. On August 3, 2022, the Board filed a complaint against the Respondent alleging the licensee was selected for a 2021 CPE audit and was unable to provide supporting documentation for the 120 CPE hours required by Board statutes and rules. On December 29, 2022, the Board issued a Notice of Hearing scheduling the matter for adjudication on 02/07/2023 @ 9:30 AM.
4. Respondent stipulates that if the above referenced adjudicative hearing were to take place,

Hearing Counsel could prove violations of Board statutes and rules RSA 309-B:10, I-a (c); RSA 309-B:10, I-a (f) [*see* Ac 403 et seq; Ac 404.01; Ac 302.02(b); Ac 401.05.; Ac 401.04(c)(6); and 504.01] and RSA 309-B:10, I-a (g) [*see* AICPA Code of Professional Conduct] by the following facts:

- A. Respondent has no prior disciplinary history.
- B. On or about July 2021, Respondent's address of employment was in Dubai, United Arab Emirates.
- C. On or about June 2022, Respondent's address of employment was in Doha, Qatar.
- D. Respondent did not provide the Board a written notification of change of address from Dubai, United Arab Emirates to Doha, Qatar.
- E. In May 2021, Respondent was randomly selected for audit of his 2018-2021 continuing professional education (CPE) hours.
- F. Respondent provided the Board with documentation consisting of certificates of completion for courses provided by Deloitte.
- G. The certificates of completion lacked the number of hours the program sponsor, Deloitte, determined should be awarded for each subject.
- H. The Respondent supplemented the certificates of completion with a table from Deloitte which identified the number of hours for each certificate of completion.
- I. In total, the Respondent completed 18 hours of Deloitte provided education during the period of July1, 2018 – June 30, 2021.
- J. The Board's audit discovered Respondent had either not completed the required 120 hours CPE hours or had not retained the necessary proof of completion for the required length of time.

5. The Board finds and concludes from the above facts that the Respondent is responsible for the acts described above and that, by engaging in such conduct, the Respondent has violated RSA 309-B:10 I-a (c) and (f), Ac 401.05, Ac 403.02(b) and (h); all of which obligate the Respondent as a licensee of this Board to maintain the required level of continuing professional education by completing no less than 20 CPE hours per year, and 120 CPE hours for every three (3) years of licensure.
6. The Respondent admits to violations contained in the Notice of Hearing dated December 29, 2022.
7. The Respondent consents to the Board imposing the following sanctions as discipline pursuant to RSA 309-B:10, I. and RSA 310-A:1-m:
 - A. The Respondent is **CENSURED** pursuant to Ac 402.05(b).
 - B. The Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of seven hundred dollars (\$700). The Respondent shall pay this fine in full within sixty (60) days following 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. The payment shall state in the memorandum line "Administrative Fine, Docket No. 2022-ACCT-004." Payment of the administrative fine shall be separate from the payment of the cost of investigation and prosecution.
 - C. The Respondent is assessed the **COST OF INVESTIGATION AND PROSECUTION** pursuant to RSA 310-A:1-m, VI in the amount of two hundred and fifty dollars (\$250.00) which is due and payable in full within sixty (60) days following 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. The payment shall state in the memorandum line "Cost of Investigation and Prosecution, Docket No. 2022-ACCT-004." Payment of the Cost of Investigation and Prosecution shall be a separate payment from the administrative fine.

- D. Respondent shall bear all costs required by this *Settlement Agreement*, but Respondent shall be permitted to share such costs with third parties.
- E. The Respondent shall complete one hundred and twenty (120) hours of Continuing Professional Education ("CPE") credits, to be completed by within six (6) months following the effective date of this Settlement Agreement, as defined further below. At least twelve (12) of the one hundred and twenty (120) CPE hours shall be on the topic of ethics. These hours shall be in addition to the regularly required hours for current time period.
- F. The Respondent shall complete four (12) hours of ethics focused CPE credits for each of the next three (3) years. These hours shall be counted as part of the regularly required hours for each year.
- G. The Board may consider the Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding the Respondent's license.
- H. Within ten (10) days of the effective date of this Settlement Agreement, as defined further below, the Respondent shall furnish a copy of the Settlement Agreement to any current employer for whom the Respondent performs services as an accountant and to any agency or authority which licenses, certifies or credentials accountants,

with which the Respondent is presently affiliated. For the purpose of this Settlement Agreement the term employer shall not mean or include clients.

8. Should Respondent fail to comply with any of the terms of this Settlement Agreement, the Board reserves the right to suspend Respondent's license or impose other authorized discipline, in accordance with the following process:
 - A. The Board will notify Respondent, in writing, of the Board's finding of Respondent's non-compliance and the suspension and/or additional discipline it intends to impose for such non-compliance. Respondent will have ten (10) days, from the date of the Board's notification of non-compliance, to request a show cause hearing before the Board. If Respondent timely requests such a hearing, the Board will schedule a show-cause hearing for its next available hearing slot. At the hearing, Respondent will have the burden of demonstrating to the Board either why their license should not be suspended or additional discipline imposed for non-compliance or that they are in compliance with this Settlement Agreement.
 - B. Respondent has stipulated to the facts set out in this Settlement Agreement and acknowledges and agrees that those facts cannot be challenged in any hearing regarding enforcement of this Settlement Agreement. After the hearing, the Board will issue an order explaining its reasons for imposing, or not imposing, a suspension of Respondent's license, and/or any other discipline within the terms of RSA 309-B:12.
9. Pursuant to Ac 402.07(c), any nonpayment of a fine by the Respondent in contravention of this Settlement Agreement shall constitute a separate ground for discipline by the board and/or a basis for the Board to pursue a legal action against the Respondent.

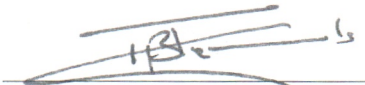
10. The Respondent's breach of any terms or conditions of this Settlement Agreement shall constitute unprofessional conduct pursuant to RSA 309-8:10, and a separate and sufficient basis for further disciplinary action by the Board.
11. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence in the event that similar misconduct is proven against the 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 the Respondent in the future.
12. This Settlement Agreement shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.
13. The 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.
14. The Board agrees that in return for the Respondent executing this Settlement Agreement, the Board will not proceed further with the formal adjudicatory process in this docketed matter.
15. The 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.
16. The 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 Settlement Agreement.
17. The 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. The Respondent specifically waives any claims that any disclosures made to

the Board during its review of this Settlement Agreement has prejudiced his right to a fair and impartial hearing in the future if this Settlement Agreement is not accepted by the Board.

18. The Respondent is not under the influence of any drugs or alcohol at the time he signs this Settlement Agreement.
19. The Respondent certifies that he has read this document titled Settlement Agreement. The Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the right 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, the Respondent fully understands the nature, quality, and dimensions of these rights. The Respondent understands that by signing this Settlement Agreement, he waives these rights as they pertain to the misconduct described herein.
20. 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: 7 February 2023


Tarek Ziad Merhi Bleik, CPA
Respondent

FOR THE BOARD*

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

In re Tarek Ziad Merhi Bleik
2022-ACCT-004
Settlement Agreement



Richard S. Silverman
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of
Accountancy

* Board members recused: