

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

In the Matter of:  
**Industry Hair Lounge,  
Shop Lic. #3627**

Docket No.: 23-BAR-0019

**James Oens-Roy,  
Personal Lic. #6006**

**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 Industry Hair Lounge ("Shop"), a cosmetology shop currently licensed by the Board, and James Oens-Roy ("Licensee"), a cosmetologist 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 310:10, VIII.(a), 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 Licensee cosmetology license #6006 on 02/10/1992. Licensee's cosmetology license expires on 11/30/2024.

5. The Board first granted Shop located at 903 Central Ave, Dover, NH 03820 shop license #3627 on 11/02/2012. Shop's license #3627 expires on 11/30/2023.
6. On 03/06/2023, a Board inspector conducted a follow-up inspection of Respondents which resulted in alleged violations totaling four hundred and fifty (450) points. In response the Board issued Notice of Adjudicative Hearing – 07/17/23 @ 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(i) (*see* RSA 313-A:9; Bar 302.07(g)(10); and 404.10(b)) by the following facts:
  - A. On 01/17/2023, the Board and Respondents entered a settlement agreement which imposed a term of probation for a period of one year.
  - B. On 03/06/2023, a Board inspector conducted a follow-up inspection of Respondents.
  - C. As a result of the 03/06/2023 inspection, the inspector violations totaling four hundred and fifty (450) points of which:
    - i. Four Hundred and fifty (450) points were related to licenses and certifications including:
      - i. Dependent licensee Laura Demers, license #12320 operated a booth without a license; and,
      - ii. Dependent licensee Aaron Davis's personal license #15240 and booth rental license #6556 was altered.

8. Respondents acknowledge that their conduct constitutes grounds for the Board to impose disciplinary sanctions against their license to operate as a shop and cosmetologist in the State of New Hampshire.
9. Respondents consent to the Board imposing the following discipline, pursuant to RSA 313-A:22, III.
  - A. Respondents are **REPRIMANDED**.
  - B. Respondents are subject to **PROBATION** for a period of one and one-half (1.5) years commencing on the effective date ("Effective Date") of this settlement agreement as further defined below. Probation terms are as follows:
    1. Any inspection during the probationary period resulting in over one hundred (100) points for violation(s) of the Board's rules relating to sanitation, hygiene, and or safety, specifically, Shop Inspection Report Rev. 2301 sections (1) – (20); and (38)-(50) and licensing violations sections (22) and (24), shall be a violation of probation;
    2. If OPLC Enforcement receives notice of a violation of probation, OPLC Enforcement may request that the Board impose any suspended disciplinary sanction(s) after a hearing. A violation of probation shall also constitute misconduct pursuant to RSA 313-A:22 and may form the basis for additional disciplinary sanctions after appropriate notice and opportunity for a hearing pursuant to RSA 313-A:23, RSA 541-A:30, and/or Bar 201;
    3. The Board reserves the right to order an immediate emergency suspension pending an adjudicative proceeding pursuant to RSA 541-A:30; and,



4. The Board is putting the Respondents on notice that it may enforce this order specifically using unannounced inspections.
  5. Probation terms imposed by previous agreements are terminated.
- C. Respondents must immediately display, in full view of the public, a full and complete copy of this *Settlement Agreement* near or adjacent to the shop license and past inspection forms and continue to display a copy until the conclusion of the period of probation.
- D. Respondents are assessed an **ADMINISTRATIVE FINE** in the amount of nine hundred and fifty dollars (\$950.00) where all but four hundred and fifty dollars (\$450.00) is stayed during the period of probation then terminates upon conclusion of probation. Respondent shall pay **\$450.00** administrative fine in full within forty-five (45) days of the effective date of this *Settlement Agreement* 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 or a note including the docket number and indicating the payment is made in compliance with a settlement agreement 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 agree to support and defend the adoption of this *Settlement Agreement* before the Board.
20. 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.
21. 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*.
22. 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.
23. 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. This date shall be the effective date of the *Settlement Agreement*.

*N.H. Board of Barbering, Cosmetology, and Esthetics  
In the matter of Industry Hair Lounge and James Oens-Roy  
23-BAR-0019  
Settlement Agreement*

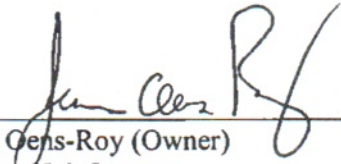
[Signatures on next page.]



N.H. Board of Barbering, Cosmetology, and Esthetics  
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**FOR RESPONDENT**

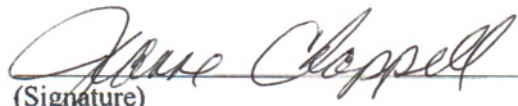
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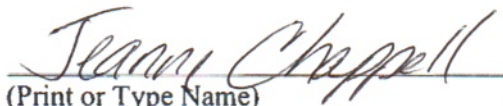
  
\_\_\_\_\_  
James Oens-Roy (Owner)  
Industry Hair Lounge  
Respondents

**FOR THE BOARD/\***

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

Date: 7-17-23

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

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

/\*Board members, recused: