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JUN 27 2023

State of New Hampshire
Advisory Board of Body Art Practitioners
Concord, New Hampshire

In the Matter of:
Kenneth R. Moody
License No.: 3110 (expired)
(Allegation of Unlawful Practice)

OPLC-FINANCE
Amount 300.00
Check 209957354

Amount 300.00
Check 210029275

BDYAT

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public, the Executive Director of the Office of Professional Licensure and Certification ("OPLC"), upon the advice of the New Hampshire Advisory Board of Body Art Practitioners ("Board"), and Kenneth R. Moody ("Respondent"), do hereby stipulate and agree to resolve certain allegations of unlawful conduct now pending according to the following terms and conditions:

1. Pursuant to RSA 314-A: 10 of the New Hampshire Body Art Practice Act, the Board has jurisdiction to authorize investigations into allegations of unlawful practice by persons not licensed to practice tattooing in New Hampshire. Pursuant to RSA 541-A: 38, such allegations may be resolved by settlement and without commencing an adjudicatory hearing.
2. On September 6, 2022, a complaint was made to the Division of Enforcement at the OPLC alleging that Respondent was practicing body art without a license. The complaint was forwarded to the Consumer Protection and Antitrust Bureau of the New Hampshire Attorney General's Office for investigation.

3. The investigation obtained information from various sources pertaining to Respondent's activities related to unlicensed activity in the State of New Hampshire.
4. Respondent stipulates that if an adjudicatory hearing were to take place, evidence would establish that Respondent engaged in the unlawful practice of body art in violation of RSA 314-A: 2 by the following facts:
 - A. Performing tattoos in New Hampshire requires a body art license.
 - B. Respondent was a body artist first licensed in New Hampshire on June 7, 2017. He subsequently worked at Lucky Vibes, a tattoo shop located in Laconia.
 - C. Respondent moved out of state for a period of time, and his license expired on June 30, 2019.
 - D. Respondent returned to New Hampshire in 2021, but did not renew his body art license. He went back to work at Lucky Vibes as an independent contractor and resumed tattooing.
 - E. Respondent performed tattooing without a body art license during portions of calendar years 2021 and 2022.
5. The Executive Director finds that Respondent committed the acts as described above and concludes that such conduct constitutes the practice of tattooing as defined by RSA 314-A:1. Practice of tattooing without a license is unlawful under RSA 314-A: 2, I.
6. Respondent acknowledges that this conduct constitutes grounds for the Executive Director to impose civil penalties.

7. Respondent consents to the Executive Director imposing the following administrative fine, pursuant to RSA 314-A: 10:
 - A. Respondent is assessed a fine in the amount of twelve hundred dollars (\$1,200.00), of which six hundred (\$600.00) shall be suspended for a period of five years on the condition that he not practice body art unless properly licensed by the Board. The five-year period shall begin on the effective date of this *Settlement Agreement*, as defined further below.
 - B. Respondent shall pay the non-suspended portion of the fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below, or, by making three monthly payments. If Respondent elects to make payments, a payment of two hundred dollars (\$200.00) shall be due within thirty (30) days of the effective date of this *Settlement Agreement*, a second payment of two hundred dollars (\$200.00) shall be due within sixty (60) days of the effective date of this *Settlement Agreement*, and a final payment of two hundred dollars (\$200.00) shall be due within ninety (90) days of the effective date of this *Settlement Agreement*. Payment shall be made 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.
8. The Executive Director agrees that in return for Respondent executing this *Settlement Agreement*, the Executive Director will not proceed with the formal adjudicatory process based upon the facts described herein.

Director 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 Executive Director.

16. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
17. 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 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, 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 conduct described herein.
18. This *Settlement Agreement* shall take effect as an Order of the Executive Director on the date it is signed by an authorized representative of the Executive Director.



6/23/2023

Nikolas K. Frye, Esq.
Nikolas K. Frye, Esq.
07/28/23 Presiding Officer
OPLC Hearings Examiner
Signed on behalf of the OPLC Executive Director
as her authorized agent