

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

In the Matter of:

Jacob Noury

License Nos.: 2985 (expired), 3534 (current)

(Allegations of Unlawful Practice)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public, the New Hampshire Board of Body Art Practitioners (“Board”) and Jacob Noury (“Respondent”), do hereby stipulate and agree to resolve certain allegations of unlawful conduct now pending before the Board 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 investigate and adjudicate allegations of unlawful practice by persons not licensed to practice tattooing in New Hampshire. Pursuant to RSA 541-A: 38, the Board may, at any time, dispose of such allegations by settlement and without commencing an adjudicatory hearing.
2. Respondent was a licensed body artist and the owner of a tattoo shop. For a period of years, he failed to renew his license.
3. On March 24, 2021 and March 30, 2021, separate complaints were made to the Board alleging that Respondent was practicing body art without a license.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent’s activities related to unlicensed activity in the State of New Hampshire.

5. Respondent stipulates that if an adjudicatory hearing were to take place, Hearing Counsel would establish that Respondent engaged in the unlawful practice of body art in violation of RSA 314-A: 2 by the following facts:
 - A. Respondent is the owner of NH Custom Tattoo, a body art shop located in Hooksett, New Hampshire.
 - B. Respondent had been a licensed body artist in New Hampshire, but his license expired on May 31, 2017.
 - C. Following the expiration, Respondent's license was not active until he renewed it on May 11, 2021.
 - D. Between May 31, 2017 and May 11, 2021, Respondent continued to operate his shop and individually practiced tattooing for clients.
 - E. During the period that his individual licensure was inactive, Respondent obtained annual tattoo parlor licenses from the Town of Hooksett that allowed him to operate a shop within that municipality.
 - F. Respondent indicated that he mistakenly believed that the municipal parlor license allowed him to individually practice body art.
 - G. Respondent is currently licensed by the Board.
6. The Board finds that Respondent committed the acts as described above and concludes that such conduct constitutes the practice of body as defined by RSA 314-A:1. Practice of body art without a license is unlawful under RSA 314-A: 2, I.
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose civil penalties.


8. Respondent consents to the Board imposing the following civil penalties, pursuant to RSA 314-A: 10:
 - A. Respondent is assessed a fine in the amount of two thousand dollars (\$2,000.00), one thousand dollars (\$1,000.00) of which 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, 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.
9. 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.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the conduct described herein. However, the Board may consider this conduct as evidence of a pattern of conduct in the event that similar unlawful conduct is proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

12. 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.
13. 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.
14. 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*.
15. 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.
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 Board on the date it is signed by an authorized representative of the Board

FOR RESPONDENT

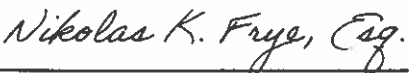
Date: Monday April 18

 Jacob Noury
Jacob Noury
Respondent

FOR THE BOARD/*

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

Date: 04/21/22


(Signature)
Nikolas K. Frye, Esq., Hearings Examiner OPLC
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Body Art
Practitioners
Authorized Representative for the Executive
Director of OPLC

/* _____, Board members, recused.