

**State of New Hampshire
Advisory Board of Massage Therapists
Concord, New Hampshire**

In the Matter of:

Richard R. LeFevre
License No.: 1214 (expired)
(Allegation 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 Executive Director of the Office of Professional Licensure and Certification ("Executive Director"), upon the advice of the New Hampshire Board of Massage Therapist ("Board"), and Richard R. LeFevre ("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 310-A:1-m, VIII, the Executive Director and Board have jurisdiction to authorize investigations into allegations of unlawful practice by persons not licensed to practice massage therapy in New Hampshire. Pursuant to RSA 541-A: 38, such allegations may be resolved by settlement and without commencing an adjudicatory hearing.
2. Respondent was a massage therapist first licensed in New Hampshire in 1997. His license had been continuously renewed until it expired in 2013.
3. On August 21, 2022, a complaint was made to the Division of Enforcement indicating that Respondent was performing massage services at a medical office in Bedford.

Because the complaint raised the issue of unlicensed practice of massage therapy, it was forwarded to the Consumer Protection and Antitrust Bureau of the New Hampshire Attorney General's Office for investigation.

4. The investigation obtained information from various sources pertaining to Respondent's activities related to unlicensed practice in the State of New Hampshire.
5. Respondent stipulates that if an adjudicatory hearing were to take place, evidence would establish that Respondent engaged in the unlawful practice of massage therapy in violation of RSA 328-B:3, I by the following facts:
 - A. Respondent was first licensed as a massage therapist in New Hampshire on December 1, 1997.
 - B. Since obtaining licensure, Respondent continuously renewed his license until his final renewal period expired on December 31, 2013.
 - C. Between December 31, 2013, and August 21, 2022, the date of the complaint, Respondent did not hold a license to practice massage therapy.
 - D. Between December 31, 2013, and August 21, 2022, Respondent regularly performed massage therapy services for clients as a member of a medical practice located in the State of New Hampshire.
6. The Executive Director finds that Respondent committed the acts as described above and concludes that such conduct constitutes the practice of massage therapy as defined by RSA 328-B:2, VI. Practice of massage therapy without a license is unlawful under RSA 328-B:3, I.
7. Respondent acknowledges that this conduct constitutes grounds for the Executive Director to impose civil penalties.

8. Respondent consents to the Executive Director imposing the following civil penalties, pursuant to RSA 310-A:1-m, VIII:
 - 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 massage therapy 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. 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.
9. 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.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Executive Director based upon the conduct described herein. However, this conduct may be considered as evidence of a pattern of conduct in the event that similar unlawful conduct is proven against Respondent in the future.
11. No part of this *Settlement Agreement* shall be construed as precluding Respondent from obtaining massage therapy licensure in this state in the future if he is otherwise qualified.

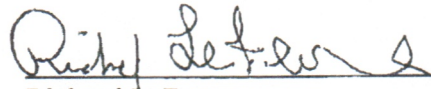
12. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained as a public document.
13. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
14. 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.
15. 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*.
16. Respondent understands that the Executive Director must review and accept the terms of this *Settlement Agreement*. If the Executive Director rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Executive 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.
17. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
18. 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.

19. 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.

FOR RESPONDENT

Date: 10-26-2022

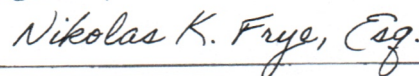

Richard LeFevre
Respondent

FOR THE EXECUTIVE DIRECTOR/*

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

Date: 12/28/23

(Signature)



(Print or Type Name)

Authorized Representative of the
New Hampshire Board of Body Art
Practitioners and the OPLC Executive
Director