

**STATE OF NEW HAMPSHIRE
BOARD OF BARBERING, COSMETOLOGY, AND ESTHETICS
CONCORD, NH**

In the matter of:

Garden Island Laundromat and Tanning
Lic. No. 506


DOCKET # 24-BAR-052

Owner: David Boles

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 Garden Island Laundromat and Tanning ("Shop") Shop License #506, David Boles, Owner (Unlicensed), (together as "Respondent/Licensee"), does 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. Pursuant to NH RSA 313-A:21 and N.H. Code Admin. R Bar ("Bar") 404.01, Board inspectors have jurisdiction to conduct inspections of shops, tanning salons, and schools.
2. Pursuant to NH RSA 310:12, NH RSA 313-A and Bar 404.04, the Board has the authority to issue disciplinary sanctions for violations of Board statutes and rules.
3. Pursuant to NH RSA 310:10, VIII, and Bar 217.02, the Board may, at any time, dispose of such allegations by settlement, and without commencing a disciplinary hearing.
4. On or about 01/31/2024, a Board inspector conducted a routine inspection of Respondent/Licensee, which resulted in alleged violations totaling 90 points.
5. Respondent/Licensee stipulates to the following facts:
 - A. On 01/31/2024, a Board inspector conducted a routine inspection of Garden



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Island Laundromat and Tanning at 585 Union Avenue, Laconia, New Hampshire.

B. As a result of the inspection, the inspector found multiple violations totaling 90

points, of which:

- i. 5 points were assessed for a violation regarding the condition of the physical barrier used to protect consumer from injury caused by falling against or breaking the lamps;
- ii. 5 points were assessed for a violation regarding tanning device not being maintained in good working order;
- iii. 5 points were assessed for a broken physical barrier on the tanning device;
- iv. 25 points were assessed for failure to display the inspection report as required; and,
- v. 50 points were assessed for failure to post registration per RSA 313-A:28.

6. The Board finds that Respondent/Licensee committed the acts described above and concludes that, by engaging in such conduct, Respondent/Licensee violated NH RSA 313-A:22, II(i).

7. Respondent/Licensee acknowledges that the allegations and facts set forth in detail in paragraph 5 above constitute grounds for the Board to impose disciplinary sanctions against their license to operate as a Board licensee in the State of New Hampshire.

8. While correction is not required in this matter for a Settlement Agreement to be accepted by the Board, Hearing Counsel asserts that Respondent/Licensee submitted photographs of the corrected violations related to the physical barrier on the tanning apparatus. Inspector Hodgson reviewed the submitted photos and agreed that the Respondent/Licensee corrected those violations.

9. WHEREFORE, Respondent/Licensee consents to the Board imposing the following discipline, pursuant to NH RSA 310:12.
- A. Respondent/Licensee is **REPRIMANDED**.
 - B. No **ADMINISTRATIVE FINE** is assessed in this matter. Prior Hearing Counsel agreed to seek waiver of the ninety dollars (\$90.00) administrative fine once Respondent demonstrated proof of compliance including repair of the equipment, which was costly. Licensee sent prior Hearing Counsel a receipt for repairs and photos of the equipment in repaired state. The Inspector reviewed the photos and agreed that the listed violations were corrected to her satisfaction.
10. Respondent/Licensee shall ensure that a valid shop license and a valid license for each person performing licensed services at the Shop shall be properly displayed in accordance with the rules and statutes.
11. Respondent/Licensee shall ensure that the tanning equipment is maintained in safe, clean, working condition and that all operators are properly trained in accordance with the Bar 600 rules.
12. Respondent/Licensee acknowledges that failure of Respondent/Licensee to correct the listed deficiencies shall be considered unprofessional conduct and a knowing and intentional violation of the rules, laws, and statutes of the State of New Hampshire and the Board of Barbering, Cosmetology, and Esthetics, which the Board may consider when deciding sanctions against them professionally, and whether or not it will renew the Shop's shop license.

13. Respondent/Licensee shall bear all costs required by this *Settlement Agreement* and shall be responsible for ensuring all payments are made, but Respondent/Licensee shall be permitted to share such costs with third parties. If a fine is past-due and remains unpaid at the time of license renewal, the Board may, at its discretion, decline to renew the Respondent/Licensee's shop license.


14. Respondent/Licensee's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to NH RSA 313-A:22, II, and may constitute a separate and sufficient basis for further disciplinary action by the Board.

15. The Board may consider Respondent/Licensee's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent/Licensee's licenses.

16. The Board agrees that in return for Respondent/Licensee executing this *Settlement Agreement* the Board will not proceed with the formal adjudicatory process based upon the facts described herein resulting from the 01-31-2024 inspection. However, the Board may consider this misconduct as evidence of a pattern of conduct if similar misconduct is proven against Respondent/Licensee 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 Respondent/Licensee in the future.

17. This *Settlement Agreement* shall become a permanent part of Respondent/Licensee's file, which is maintained by the Board as a public document.

18. Respondent/Licensee voluntarily enters and signs this *Settlement Agreement* and states that no promises or representations have been made other than those terms and conditions expressly stated herein.

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19. Respondent/Licensee understands that Respondent/Licensee's action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration, judicial review, or appeal.
20. Respondent/Licensee agrees to support the adoption of this agreement by the Board.
21. Respondent/Licensee understands that this agreement is an adverse action against Respondent/Licensee's license and will be reported to all relevant jurisdictions.
22. Respondent/Licensee has had the opportunity to seek and obtain the advice of an attorney of Respondent/Licensee's choosing in connection with the decision to enter into this *Settlement Agreement*.
23. Respondent/Licensee asserts that he/she/they are not under the influence of any drugs or alcohol and are otherwise of sound mind at the time of signing this *Settlement Agreement*.
24. Respondent/Licensee 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/Licensee specifically waives any claims that any disclosures made to, or by, the Board surrounding its review of this *Settlement Agreement* have prejudiced Respondent/Licensee's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
25. Respondent/Licensee certifies that he/she/they has/have read this document titled *Settlement Agreement*. Respondent/Licensee understands that he/she/they has/have the right to a formal adjudicatory hearing concerning this matter and that at said hearing he/she/they 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, Respondent/Licensee fully

understands the nature, qualities, and dimensions of these rights. Respondent/Licensee understands that by signing this *Settlement Agreement*, he/she/they waive/waives these rights as they pertain to the misconduct described herein.

26. 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 and shall become final after 30 days pursuant to Plc 205.04.

[Signatures on next page.]

FOR RESPONDENT

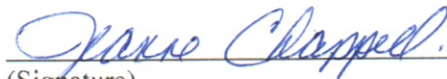
Date: 10-2-24



David Boles, (Owner)
Garden Island Laundromat and Tanning
Respondent/Licensee

FOR THE BOARD

Accepted by the Board of Barbering Cosmetology and Esthetics on this the 21 day of October, 2024 ("Effective Date").


(Signature)

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