

**STATE OF NEW HAMPSHIRE
BOARD OF BARBERING COSMETOLOGY AND ESTHETICS
CONCORD, NH 03301**

In the matter of:
**Nails to Perfection
Shop License #2176**

Docket No: 24-BAR-068

**Owner: Ye T. Le
License #31699**

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 Nails to Perfection (“Shop”) Shop License #2176, Ye T. Le, Owner; (“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 September 7, 2023, a Board inspector conducted a routine inspection of Respondent/Licensee which resulted in alleged violations totaling 3,569 points.
5. Respondent/Licensee stipulates to the following facts:
 - A. On September 7, 2023, a Board inspector conducted a routine inspection of Nails

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to Perfection at 245 Maple Street, Suite 10, Manchester, New Hampshire.

B. As a result of the inspection, the inspector found multiple violations totaling 3,569 points of which:

- i. 500 points were related to failure to properly clean and disinfect the whirlpool, foot spa or spa after each use in violation of Bar 302.05(p) (1-4);
 - ii. 125 points were related to failure to provide a record of cleaning and disinfecting the whirlpool, foot spa, or spa after each use in violation of Bar 305.02 (t)(u);
 - iii. 126 points were related to failure to properly clean, disinfect, and store implements and appliances in violation of Bar 302.07(c)(1) & (c)(2), and Bar 501.02(j);
 - iv. 18 points were related to failure to properly store creams and other semi solid substances in accordance with Bar 302.07(c)(8);
 - v. 2000 points were related to continuing to altering the size of a posted license in violation of Bar 302.07 (g)(10); and,
 - vi. 800 points were related to use of a blade to remove corns, calluses or skin, or blades available for use in the facility in violation of Bar 302.07 (g)(4).
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. WHEREFORE, Respondent/Licensee consents to the Board imposing the following discipline, pursuant to NH RSA 310:12.
- A. Respondent/Licensee is **REPRIMANDED**.
- B. Respondent/Licensee is assessed violation points of 3,569, which would result in an **ADMINISTRATIVE FINE** in the amount of three-thousand five hundred sixty-nine dollars (\$3,569.00). Pursuant to Policy Guidance issued January 4, 2024, simply shrinking or enlarging the license document shall not be considered a material alteration under Bar 302.07, so long as the license is valid, legible, and properly posted. While a broader interpretation of the rule was enforced at the time of the inspection, OPLC is now not assigning points, and thus not imposing a fine to such violations. Based upon the new guidance, the administrative fine imposed by the Board in this matter was reduced by \$2,000.00 (2000 points) to reflect this new guidance. Further, because counsel for Respondent/Licensee offered assurances that all blades have since been removed from the premises, the administrative fine was reduced an additional \$400.00 (400 points) to reflect one blade instead of two blades as were found during the inspection, as a compromise.
- C. Based upon the above, Respondent/Licensee shall pay and Administrative Fine in the amount of **eleven hundred sixty-nine dollars (\$1,169.00)** 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.

- D. Respondent/Licensee shall properly clean and disinfect the whirlpool, foot spa, or spa after each use.
- E. Respondent/Licensee keep a complete and contemporaneous record of cleaning and disinfecting the whirlpool, foot spa, or spa.
- F. Respondent/Licensee shall properly clean, disinfect, and store all implements and appliances present in the Shop.
- G. Respondent/Licensee shall properly store all creams and semi solid substances in accordance with the rules.
- H. Respondent/Licensee shall at all times properly display licenses for the shop and each employee performing licensed services at the Shop.
- I. Respondent/Licensee shall immediately remove all blades from the facility, and shall not utilize blades in any licensed service performed at the Shop.
- J. 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.

9. Respondent/Licensee, Yen T. Le, 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.
10. 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.
 11. 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.
 12. 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 September 7, 2023 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.
 13. This *Settlement Agreement* shall become a permanent part of Respondent/Licensee's file, which is maintained by the Board as a public document.
 14. 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.

15. 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.
16. Respondent/Licensee agrees to support the adoption of this agreement by the Board.
17. Respondent/Licensee understands that this agreement is an adverse action against Respondent/Licensee's license and will be reported to all relevant jurisdictions.
18. 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*.
19. Respondent/Licensee asserts that 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*.
20. 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.
21. 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,

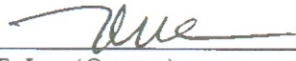
to present oral argument, and to appeal to the courts. Further, Respondent/Licensee fully understands the nature, qualities, and dimensions of these rights. Respondent/Licensee understands that by signing this *Settlement Agreement*, he/she/they waive/waives these rights as they pertain to the misconduct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

22. 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.

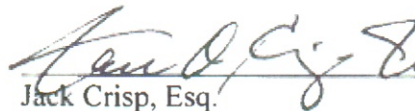
[Signatures on next page.]

FOR RESPONDENT

Date: August 1, 2024


Yen T. Le, (Owner)
Nails to Perfection
Respondent/Licensee

Date: 8/12/2024


Jack Crisp, Esq.
Attorney for
Respondent/Licensee Nails to Perfection

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 Board Representative of the
New Hampshire Board of Barbering,
Cosmetology, and Esthetics