

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

In the matter of:
Stronghold Barber Shop
Shop License #4180

Docket No: 24-BAR-067

Owner: Joshua Hynes
License #28864

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 Stronghold Barber Shop ("Shop") Shop License #4180, Joshua Hynes, Owner, License #28864 (Respondent' or "Licensee') do 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 10/02/2023, a Board inspector conducted a routine inspection of Stronghold Barber Shop, Respondent/Licensee's shop, which resulted in alleged violations totaling 760 points.



8 Respondent/Licensee stipulates to the following facts

A. On 10/02/2023, a Board inspector conducted a routine inspection of Stronghold Barber Shop at 84 Boxwood Lane, Dover, New Hampshire

B. As a result of the inspection, the inspector found multiple violations totaling 760 points of which

- i. 25 points were related to failure to disinfect table. See Bar 302.07 (m)
- ii. 300 points were related to failure to clean, disinfect, and properly store implements and appliances as required by the Bar 302.07 (c)(1) and (c)(2) and Bar 501
- iii. 60 points were related to failure to dispose of implements and supplies which cannot be disinfected as required by Bar 302.07 (c)(5)
- iv. 300 points was related to failure to display licenses and work permits as required by NH RSA 313-A:17. All employees possessed valid licenses. However, all of the licenses displayed were expired
- v. 50 points was related to providing services while having an expired license or work permit as required by Bar 404.09 (f). And,
- vi. 25 points were related to failure to display inspection report as required by Bar 404.01(n)

C. This is Respondent/Licensee's second failed inspection report

Respondent/Licensee was previously cited on an inspection report dated 02/19/2020, where Respondent/Licensee incurred a violation of 160 points, which include health and safety violations as well as violations for displaying expired licenses. The inspector did not add

additional points to this inspection report for this being a second failed inspection for operating while displaying expired licenses

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 paragraph 6 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 an **ADMINISTRATIVE FINE** in the amount of six Hundred Sixty dollars (\$660.00) where all but four hundred sixty dollars (\$460.00) is stayed subject to no further violations within twelve (12) months of the Effective Date. Respondent/Licensee shall pay the amount of four hundred sixty dollars (\$460.00) 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.



- C Respondent/Licensee shall immediately cease providing any service(s) that fall under NH RSA 313 A and the Rules of the New Hampshire Board of Barbering, Cosmetology, and Esthetics until Respondent/Licensee has properly cleaned, disinfected, and stored all tools and equipment, and properly disposed of used implements and supplies which cannot be disinfected
 - D Respondent/Licensee shall ensure that he maintains a valid shop license in accordance with all relevant laws, rules, and statutes of the State of New Hampshire and the New Hampshire Board of Barbering, Cosmetology, and Esthetics
 - E Before allowing any person or employee to perform any service or instruction at Stronghold Barber Shop, Respondent/Licensee shall ensure that such person or employee is at all times during their employment fully and validly licensed in accordance with all relevant laws, rules, and statutes of the State of New Hampshire and the New Hampshire Board of Barbering, Cosmetology, and Esthetics to perform all services or instruction they perform or provide in the course of their employment with Stronghold Barber Shop.
 - F Respondent/Licensee acknowledges that he is on notice that he must at all times properly and conspicuously display a valid shop license for the barber shop and a valid license for all employees in accordance with the rules, laws, and statutes of the State of New Hampshire and the Board of Barbering, Cosmetology, and Esthetics
- 9 Respondent/Licensee, Joshua Hynes, 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 license.
- 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 10/02/2023 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 acknowledges that he 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 he is not under the influence of any drugs or alcohol and
is 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 right to confront and cross-examine witnesses, to call
witnesses, to present evidence, to testify on his/her/their 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.

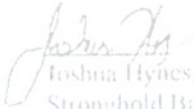
22. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board and shall become final after 30 days pursuant to Plc 205:04.

[Signatures on next page.]



FOR RESPONDENT LICENSEE

Date 7-5-24


Joshua Hynes, (Owner)
Stronghold Barber Shop
Respondent/Licensee

FOR THE BOARD

Accepted by the Board of Barbering Cosmetology and Esthetics on this the 15 day of July, 2024 ("Effective Date")


(Signature)

Joanne Chappell
(Print or Type Name)

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