

STATE OF NEW HAMPSHIRE

OFFICE OF PROFESSIONAL

LICENSURE AND CERTIFICATION

BOARD OF BARBERING, COSMETOLOGY, AND ESTHETICS

SETTLEMENT AGREEMENT

In the Matter of:

**Wilfred's Barber Shop
324
David A Pothier
24863**

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 Board of Barbering, Cosmetology, and Esthetics (“the Board”) and Wilfred's Barber Shop (“Respondent”), a shop currently licensed in the State of New Hampshire, agree to resolve certain allegations of violations regulating the profession now pending before the Board in accordance with the following terms and conditions:

1. The parties stipulate that Board inspectors have jurisdiction to conduct inspections of shops and schools pursuant to NH RSA 313-A: 21 and administrative rule Bar 404.01.is

2. The parties further stipulate the Board has the authority to issue administrative fines for violations pursuant to NH R.S.A. Chapter 313-A, and administrative rule Bar 404.
3. On 11/7/2023, a Board inspector conducted an inspection of Wilfred's Barber Shop. As a result of the inspection, the Board has issued an administrative fine in the amount of \$106. Respondent admits to violations contained in the inspection report dated 11/7/2023 and agrees to pay the full administrative fine within 20 days of receipt of this agreement.
4. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct and shall serve as a separate and sufficient basis for further disciplinary action by the Board.
5. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Board based upon the violations described above. However, the Board may consider the violations as evidence of a pattern of conduct in the event that similar violations are proven against Respondent in the future.
6. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.
7. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to Respondent other than those terms and conditions expressly stated herein.

8. 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.
9. Respondent understands that Respondent's action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
10. Respondent has had the opportunity to seek and obtain the advice of an attorney of Respondent's choosing in connection with Respondent's decision to enter into this *Settlement Agreement*.
11. 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* has prejudiced Respondent's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
12. Respondent certifies that Respondent has read this document titled *Settlement Agreement*. Respondent understands that Respondent has the right to a formal adjudicatory hearing concerning this matter and that at said hearing Respondent would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on Respondent's own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, quality, and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, Respondent waives these rights as they pertain to the violations described herein.

RECEIVED

DEC 18 2023

OPIC-FINANCE

This *Settlement Agreement* shall take effect as an Order of The Board on the date signed by an authorized representative of the Board. This Order and the related Inspection Report will become a public record of discipline.

Amount 106.00
Check 439

FOR RESPONDENT

I, David A Pothier, have reviewed the foregoing Settlement Agreement settling violations pending against me and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, David A Pothier knowingly and freely waives the right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

Dated: Dec 14, 2023



David A Pothier
Respondent

On this Dec 14 day of December A.D. 2023 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

Justice of the Peace/Notary Public

My commission expires:

FOR THE BOARD

Dated: 12/7/2023

Wilfred's Barber Shop 324

Kathleen M. Tierney
OPLC Enforcement Division
New Hampshire Office of
Professional Licensure & Certification
7 Eagle Square
Concord, NH 03301

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