

State of New Hampshire
Board of Barbering, Cosmetology, and Esthetics
Concord, New Hampshire

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JUN 21 2022
OPLC-FINANCE

In the Matter of:
Antonia Hashem – Luxe Lashes by Antonia
License No.: 28144
Shop No.: 4980
(Misconduct Allegations)

Amount 505-
Check 1084
✓ Entered HV

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 esthetics, the New Hampshire Board of Barbering, Cosmetology, and Esthetics ("Board") and Antonia Hashem ("Respondent") do hereby stipulate and agree to resolve allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 313-A: 22, I and Board Administrative Rules ("Bar") 217.01 and 217.03, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by persons licensed by the Board. Pursuant to Bar 217.02 (c), the Board may, at any time, dispose of any such allegations by settlement and without commencing or completing a disciplinary hearing.
2. The Board first granted Respondent an esthetician license, number 28144, on May 6, 2014. Respondent is the owner of Luxe Lashes by Antonia ("Luxe Lashes") in Laconia, New Hampshire which was unlicensed during the period at issue, but now holds shop license number 4980.

3. Upon discovery of Respondent's unlicensed shop on September 10, 2021, the matter was referred to the Consumer Protection and Antitrust Bureau of the New Hampshire Attorney General's Office for investigation.
4. The investigation revealed, and Respondent stipulates, that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct in violation of RSA 313-A: 22, II (c) and (i) by the following facts:
 - A. On or about September 10, 2021, a Board inspector came across Luxe Lashes at 555 Main Street in Laconia. On that date, Luxe Lashes was not shop licensed by the Board.
 - B. The inspector made contact with Respondent, the sole owner of the shop, who was providing eyelash services to a client at the time. Respondent held a personal esthetician license, but did not have a shop license.
 - C. Respondent operated Luxe Lashes without a shop license for a period of approximately a month between August and September of 2021.
 - D. The inspector conducted an inspection of the shop on September 10, 2021 and cited Respondent for failure to use an Environmental Protection Agency registered disinfectant, failure to use a disinfectant container, failure to have required first aid supplies, and failure to post Material Data Safety Sheets. All are required by the Board's administrative rules.

5. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license as an esthetician in the State of New Hampshire.
6. Respondent, consents to the Board imposing the following discipline, pursuant to RSA 313- A:22, III:
 - A. Respondent is **REPRIMANDED**.
 - B. Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of five hundred and five dollars (\$505). Respondent shall pay this fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below, 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.
 - C. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
 - D. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall, if applicable, furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as an esthetician.
 - E. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall, if applicable, furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a

esthetician and to any agency or authority that licenses, certifies or credentials estheticians, to which Respondent may apply for any such professional privileges or recognition.

7. Should Respondent fail to comply with any of the terms of this *Settlement Agreement*, the Board reserves the right to suspend Respondent's license or impose other authorized discipline, in accordance with the following process: The Board will notify Respondent, in writing, of the Board's finding of Respondent's non-compliance and the suspension and or additional discipline it intends to impose for such non-compliance. Respondent will have ten (10) days, from the date of the Board's notification of non-compliance, to request a show cause hearing before the Board. If Respondent timely requests such a hearing, the Board will schedule a show-cause hearing for its next available hearing slot. At the hearing, Respondent will have the burden of demonstrating to the Board either why their license should not be suspended or additional discipline imposed for non-compliance or that she is in compliance with this *Settlement Agreement*. Respondent has stipulated to the facts set out in Section 4 of this *Settlement Agreement* and acknowledges and agrees that those facts cannot be challenged in any hearing regarding enforcement of this *Settlement Agreement*. After the hearing, the Board will issue an order explaining its reasons for imposing, or not imposing, a suspension of Respondent's license, and or any other discipline within the terms of RSA 313-A: 22, III. If Respondent does not request a show cause hearing within ten days of the date of the Board's notification of non-compliance, the license suspension and or additional discipline outlined in the notice

of non-compliance shall be imposed. Any imposed suspension or additional discipline shall remain in effect until Respondent comes into compliance with this Settlement Agreement and the Board notifies Respondent in writing that the suspension or additional discipline has been lifted, unless such discipline is a license revocation.

8. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence in the event that similar misconduct is proven against Respondent 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 in the future.
9. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
10. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein. Respondent further agrees that she has not been subject to any coercion, undue influence, or duress in connection with her decision to sign this Agreement.
11. 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.

12. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
13. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with his decision to enter into this *Settlement Agreement*.
14. 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* have prejudiced her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
15. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
16. Respondent certifies that she has read this *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her 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*, she waives these rights as they pertain to the misconduct described herein.
17. 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.

FOR RESPONDENT

Date: _____

Antonia Hashem
Respondent

FOR THE BOARD *

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

Date: 3/28/22

James L. Smith
(Signature)

James L. Smith
(Print or Type Name)

Authorized Representative of the
NH Board of Barbering, Cosmetology, and
Esthetics

* _____, Board members, recused.