

**State of New Hampshire
Board of Barbering, Cosmetology, and Esthetics
Concord, New Hampshire 03301**

In the Matter of:
Twisted Salon LLC
License No.: 4239
(Misconduct Allegations)

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 Twisted Salon LLC (“Respondent”), a salon currently licensed by the Board, 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. 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.
2. The parties further stipulate the Board has the authority to issue administrative fines for violations of statutes pursuant to NH RSA 313-A and Administrative Rules Bar 404.04.
3. Pursuant to Bar 217.02, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
4. The Board first granted Respondent a license to operate as a salon in the State of New Hampshire on December 21, 2017. Respondent holds license number 4239.
5. On August 24, 2021, a Board inspector conducted a routine inspection of Twisted Salon LLC, located in Dover, NH. As a result of the inspection the inspector discovered the shop license had been expired since March 31, 2021, a period of 146 days.

6. Subsequent to this inspection, Respondent has since renewed the shop license on August 27, 2021 and has come into compliance with licensing requirements.
7. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel could prove that Respondent violated RSA 313-A:9, 313-A:19, 313-A:22, II(c) by failing to obtain and maintain the proper license required for operating as a salon.
8. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against the shop license to operate as a salon in the State of New Hampshire.
9. 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 \$500.00 with all but \$150 suspended. Respondent shall pay this \$150.00 fine in full within forty-five (45) 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. Please include the following note with the check or money order: **Enclosed please find a check in the amount of \$150.00 for the administrative fine assessed by the Board of Barbering, Cosmetology, and Esthetics ("Board") in resolution of In the Matter of Twisted Salon LLC as agreed to with the Board.**

- C. Respondent shall bear all costs required by this *Settlement Agreement* and shall be responsible for ensuring all payments are made, but Respondent shall be permitted to share such costs with third parties.
 - D. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
 - E. The Respondent's license is conditioned and subject to a period of probation for two (2) years. While the probation is in effect:
 - i. If any violations are found during routine inspections the remainder of the fine shall become due in full, and a separate basis for disciplinary proceedings may be filed with the Board.
 - ii. If the ownership of the shop or booth is transferred, closed, or the Respondent's license is otherwise terminated, expired, or surrendered, by any means, during the probationary period the remainder of the suspended fine shall become due in full.
10. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 313-A:22, and a separate and sufficient basis for further disciplinary action by the Board.
11. 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 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.

12. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
13. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
14. 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.
15. 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.
16. Respondent has had the opportunity to seek and obtain the advice of an attorney of Respondent's choosing in connection with the decision to enter into this agreement.
17. 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, or by, the Board surrounding its review of this *Settlement Agreement* have prejudiced Respondent's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
18. Respondent is not under the influence of any drugs or alcohol at the time of signing this *Settlement Agreement*.
19. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that he/she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and

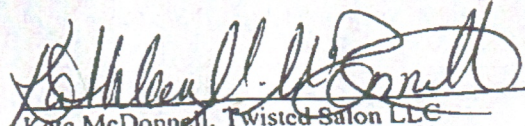
cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein.

20. 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.

[Signatures on next page.]

FOR RESPONDENT

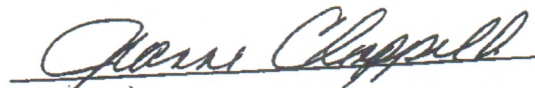
Date: 4/1/22


Kate McDonnell, Twisted Salon LLC
Respondent

FOR THE BOARD/*

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

Date: 4.11.22


(Signature)

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

/* Board members, recused: