

**State of New Hampshire
Board of Chiropractic Examiners
Concord, New Hampshire 03301**

In the Matter of:
Jeffrey Whitaker, D.C.
No.: 224-06868
(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 chiropractic, the New Hampshire Board of Chiropractic Examiners (“Board”) and Jeffrey Whitaker, D.C. (“Dr. Whitaker” or “Respondent”), a chiropractor licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 316-A:23-a, and Board of Chiropractic Administrative Rule (“Ch”) 211, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by chiropractors. Pursuant to RSA 316-A:22, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice chiropractic medicine in the State of New Hampshire on June 1, 1986. Respondent holds license number 224-06868. Respondent practices at Whitaker Chiropractic Office in Laconia, New Hampshire.
3. On or about June 29, 2010, the Consumer Protection and Antitrust Bureau of the Office of the Attorney General received a complaint that it subsequently forwarded to

the Board. The complaint alleged that Dr. Whitaker inappropriately touched a female client and also made an unwelcome, unsolicited proposition to that client on another occasion.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's actions.
5. Respondent neither admits nor denies the allegations herein, but stipulates that if a disciplinary hearing were to take place, the Board could reasonably make the following findings to support a determination that Respondent engaged in professional misconduct as defined in RSA 316-A:22, II, Ch 403.01 and/or Ch 403.03(a)(2) and/or (a)(3):
 - A. During a visit to the Complainant's home, Respondent made inappropriate intimate advances;
 - B. During a subsequent chiropractic session, Respondent made an unwelcome and unsolicited request for a kiss to Complainant.
6. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a chiropractor in the State of New Hampshire.
7. Respondent consents to the Board imposing the following discipline, pursuant to RSA 316-A:22, III:
 - A. Respondent is REPRIMANDED.
 - B. Respondent is required to meaningfully participate in twelve (12) hours of CONTINUING CHIROPRACTIC EDUCATION in the area of professional

boundaries. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.

- C. Respondent is assessed an ADMINISTRATIVE FINE in the amount of \$1,000. 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 29 Hazen Drive, Concord, New Hampshire.
- D. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a chiropractor or work which requires a chiropractic degree and/or license or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials chiropractors, with which Respondent is presently affiliated.
- E. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a chiropractor or for work in any capacity which requires a chiropractic degree and/or

chiropractic license or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials chiropractors, to which Respondent may apply for any such professional privileges or recognition.

8. Respondent shall bear all costs of compliance with this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 316-A:22, II (c), and a separate and sufficient basis for further disciplinary action by the Board.
10. 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 of a pattern of conduct 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.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
12. 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.

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

19. 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.

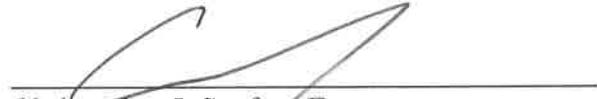
FOR RESPONDENT

Date: Dec 17, 2010



Jeffrey Whitaker, D.C.
Respondent

Date: 12/17/10



Christopher J. Seufert, Esq.
Counsel for Respondent

FOR THE BOARD*

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

Date: 1/6/2011



(Signature)

Debra R. LaCross

(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Chiropractic Examiners

* Recused Board Member(s) not participating:

