

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

In the Matter of:
Robert. Maggart
(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 Robert Maggart (“Mr. Maggart” or “Respondent”), a cosmetologist 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 313-A:22, RSA 541-A and Board of Barbering, Cosmetology & Esthetics Administrative Rule (“Bar”) 206.01 et seq., the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by the Board’s licensees. Pursuant to RSA 313-A:8, and Bar 217.02(c) the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. Respondent holds cosmetology license number 4221.
3. In February 2010, the Board received a complaint from Geordie Fifield, owner of Studio 141 in Keene, NH alleging that Robert Maggart engaged in professional misconduct while managing Mr. Fifield’s shop.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent’s work at Studio 141.

5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of 313-A:22, II and/or Bar 501, and/or Bar 301 and/or Bar 302 by the following facts:
- A. Respondent is the former manager of Studio 141 in Keene, NH.
 - B. As the manager, Respondent was responsible for hiring, firing, and scheduling of employees.
 - C. Respondent hired two (2) students from Keene Beauty Academy, one as an apprentice and one on a trial basis.
 - D. Respondent failed to provide any paperwork to the Board prior to engaging the students as apprentices.
 - E. Respondent failed to provide any paperwork to the Board regarding the apprentice's attendance and test results.
 - F. While the manager at Studio 141, Respondent hired a high school aged girl as a shampoo assistant apprentice.
 - G. Respondent failed to provide any paperwork to the Board prior to engaging the student as an apprentice. However, he did call the Board at the time of hire to find out how the apprenticeship would work, and upon learning the requirements, requested the necessary paperwork. By the time the paperwork arrived, however, the apprentice was no longer employed, so Mr. Maggart mistakenly believed he did not have to send in the paperwork.

- H. In 1997 Respondent was convicted in the Jaffrey-Peterborough District Court of Theft by Unauthorized Taking.
 - I. Respondent was also convicted in Colorado for assault.
 - J. On every application Respondent has completed since his convictions, he has failed to acknowledge and/or report his convictions.
- 6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 313-A:22, II, Bar 301, 302, and 501.
 - 7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a cosmetologist in the State of New Hampshire.
 - 8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 313-A:22, III:
 - A. Respondent's license to practice as a licensed cosmetologist is **CONDITIONED** and subject to a period of probation for eighteen (18) months.
 - B. Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of \$2000. \$1000.00 of the fine is suspended for the probationary period of eighteen (18) months providing the Respondent is of good professional character during probationary period. Should the Respondent demonstrate unprofessional character in the probationary period, the suspended \$1000.00 fine shall be reinstated. 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 2 Industrial Park Drive, Suite 2, Concord, New Hampshire **OR** in TEN (10) installments of \$100 each. The first payment shall be due within thirty (30) days of the effective date of this agreement. The remaining payments shall be due within thirty (30) days of the previous payment. All payments shall be made in the form of a money order or bank check made payable to "Treasurer, State of New Hampshire" and delivered to the Board's office at 2 Industrial Park Drive, Suite 2, Concord, New Hampshire.

- 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. 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 cosmetology services or work which requires a license in Barbering, Cosmetology and Esthetics, and to any agency or authority which licenses, certifies or credentials cosmetologists with which Respondent is presently affiliated.
- D. Respondent is required to provide written notification to the New Hampshire Board of Barbering, Cosmetology & Esthetics within 10 days

of termination or change in role of any employment while the probation is in effect.

E. Respondent is required, within one month of beginning employment while the probation is in effect, to provide a written report from his employer¹ setting forth the following information:

1. The name and address of the Respondent's employer;
2. The duties and responsibilities to be performed by the Respondent;
3. An acknowledgement by the employer that he/she has read this *Settlement Agreement* and understands the role of the employer.

F. Respondent is required, on a quarterly basis, to submit to the New Hampshire Board of Barbering, Cosmetology & Esthetics work performance evaluations from his employer². The evaluation shall include the following information:

1. Name and address of Respondent;
2. Number and times of hours worked;
3. Quality and safety of Barbering, Cosmetology & Esthetics care;
4. Adherence or failure to adhere to the conditions and restrictions set by the New Hampshire Board of Barbering, Cosmetology & Esthetics.

¹ If the Respondent is self employed, he must submit the name of a co-worker who is licensed by the Board who agrees to act as a supervisor during the period of probation. The Board must approve the co-worker as Respondent's supervisor.

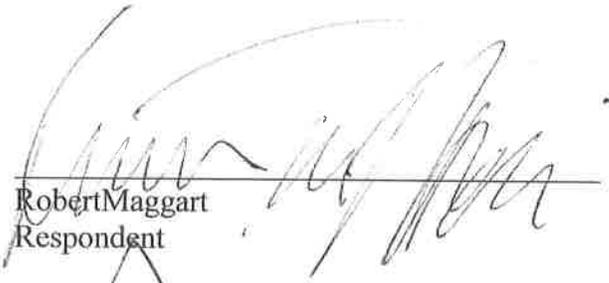
² See footnote #1 above

9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 313-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 and all other allegations made by Mr. Fifield in his complaint. However, the Board may consider the stipulated 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 his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.

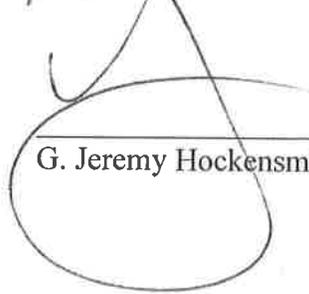
15. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this agreement.
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, 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 possess 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: 7/13/11


Robert Maggart
Respondent

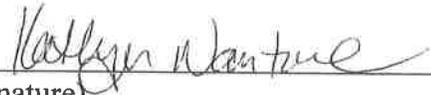
Date: 7/13/11


G. Jeremy Hockensmith, Counsel for Respondent

FOR THE BOARD

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

Date: 7/25/11


(Signature)

Kathryn Wantuck, Executive Director
Authorized Representative of the
New Hampshire Board of Barbering,
Cosmetology & Esthetics