

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

In the Matter of:
Alaina-M. Hanak
No.: 20990

(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 Alaina M. Hanak ("Ms. Hanak" 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 license number 20990.
3. When Respondent submitted a renewal application, she indicated that she had been convicted of a felony or misdemeanor, which had not been annulled by a court.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's conviction for Theft by Unauthorized Taking.
5. The Board's investigation revealed and Respondent freely admits to the following facts:
 - A. On or about March 27, 2009 Respondent pled guilty in Hillsborough County Superior Court to Theft by Unauthorized Taking.

- B. Respondent received a sentence of not more than four (4) years and not less than two (2) years, all of which was suspended.
 - C. Respondent took approximately twelve thousand six hundred sixty one dollars and ninety-one cents (\$12, 661.91) from JHR Pizza Inc., 93 River Road, Hudson, NH by voiding transactions and taking cash from the register.
 - D. Respondent was placed on probation for two (2) years as of March 27, 2009.
 - E. Respondent was required to submit to drug testing.
 - F. Respondent was required to make restitution to Joel Broady for \$4,998.61 and to MMG Insurance for \$10,000.
 - G. Respondent was ordered to participate meaningfully and complete counseling treatment and educational programs directed by her Probation Officer.
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 (b) and (c).
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 RESTRICTED and subject to a period of PROBATION for two (2) years.
 - B. 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.

- C. 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.
- D. Respondent is required, within one month of beginning employment while the probation is in effect, to provide a written report from her employer 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.
- E. Respondent is required, on a quarterly basis, to submit to the New Hampshire Board of Barbering, Cosmetology & Esthetics work performance evaluations from her employer. 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.
- F. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
- G. For a continuing period of two (2) years 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 cosmetologist, and to any agency or authority that licenses, certifies or credentials cosmetologists, to which Respondent may apply for any such professional privileges or recognition.

H. Until further order of the Board, Respondent is prohibited from owning or managing any shop that requires licenses in Cosmetology and Esthetics or in Manicuring and Esthetics.

I. Respondent agrees that she will stay in compliance with the parole conditions set forth by the Hillsborough County Superior Court and will provide documentation to the Board of the successful completion of her parole or notify the Board immediately of any violations of her parole.

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. 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 her 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 her 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 her choosing in connection with her 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 her 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 she signs this *Settlement Agreement*.
18. Respondent certifies that she has read this document titled *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 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.
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: 12/14/10

Alaina Hanak
Alaina Hanak
Respondent

Date: _____

Counsel for Respondent

FOR THE BOARD

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

Date: July 3, 2011

Leanne L. Lums
(Signature)

LEANNE LUMS
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Barbering, Cosmetology
& Esthetics