

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

In the Matter of:
Anna Haley
(Theft and Forgery 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 Anna Haley (“Miss Haley” or “Respondent”), a cosmetologist apprentice 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 25266.
3. In November 2011, the Board received a complaint from Robert Cook, owner of AJ Wigs and Getting Golden in Hooksett, NH alleging that Anna Haley engaged in professional misconduct while apprenticing/working at Mr. Cook’s shop.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's credibility.
5. Hearing Counsel can not prove that Respondent engaged in professional misconduct, in violation of 313-A:22, II by the following facts:
 - A. Respondent was not the only occupant in the public salon during the week the alleged extensions were taken from AJ Wig's and Getting Golden, Hooksett NH. No eye witnesses were ascertained nor came forth. In addition, local law enforcement did not press any charges in this allegation. This was due to insufficient proof.
 - B. Respondent as well as other employees had access to time sheets thought to be forged. Ultimately, both parties and others had the ability to change the hours at anytime. Again, local law enforcement did not press any charges in this allegation. This was due to insufficient proof.
 - C. Respondent was misled to believe all her apprentice hours would be counted and the Shop Apprentice Instructor was following all guidelines set forth by the State of NH. Unfortunately, he was not.
 - D. Respondent had to forfeit many hours she accrued due to the non-licensure of employer Robert Cook co-owner of AJ Wigs and Getting Golden.
6. The Acting Hearing Counsel finds that the allegations against the Respondent to lack sufficient credible evidence. Respondent acknowledges that this conduct would constitute grounds for the Board to impose disciplinary sanctions against

Respondent's license to practice as a cosmetologist in the State of New Hampshire.

7. Respondent consents to the Board imposing the following discipline/settlement
 - A. Respondent's cosmetologist apprentice license to remain in an active state with no CONDITIONS.
 - B. Respondent is assessed an ADMINISTRATIVE APPRENTICE HOUR REVIEW in the amount of an 800 hours from December 2010 thru August 2011. The formula used was an under estimate of hours that the Respondent has acquired from September 2011 - January 2012.
 - C. 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.
8. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
9. 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.

10. 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.
11. 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.
12. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with her decision to enter into this agreement.
13. 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.
14. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
15. 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 he 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.

16. 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: April 10 2012

Anna Haley
Anna Haley
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: 4-3-12

Kathryn Wantuck
(Signature)

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