

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

In the Matter of:
Robert Cook
Shop License #1893
(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 Cook ("Mr. Cook" or "Respondent"), 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 shop license number 1893.
3. Respondent does not hold a personal barbering, cosmetology, esthetics, or manicuring license.
4. On or about August 22, 2011, the Board received a complaint stating the Respondent was performing services regulated by RSA 313-A without the proper licensure.
5. In response to this, the Board conducted an investigation and obtained information from various sources.
6. Respondent denies that he violated either the statutes or rules of the Board, however, he agrees 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 by the following facts:
 - A. Respondent holds shop license #1893 as the co-owner of Getting Golden Hair & Tanning & AJ's Wigs ("Getting Golden");
 - B. Respondent does not hold a personal cosmetology, barbering, or esthetics license in New Hampshire;
 - C. On November 2, 2000, the Board assessed the Respondent a fine of \$500.00 for providing services regulated under RSA 313-A without the proper licensure;

- D. On April 8, 2004, the Respondent was assessed a fine of \$50 for having an expired salon license and for allowing an unlicensed person to work in his salon. Respondent's license expired in February 2003. Stacie Wood's license expired in March 2004.
 - E. On September 8, 2006, Respondent was assessed a fine of \$25 for having an expired tanning license.
 - F. On June 29, 2007, Respondent was fined \$25 for having an unlicensed person working at the salon. Jonathan Ball's license had expired in January 2006.
 - G. On February 29, 2008, Respondent was fined \$25 for having an unlicensed person working at the salon. Jonathan Ball's license had expired in January 2008.
 - H. On August 23, 2011, the Board assessed the Respondent a fine of \$210.00 for sanitation violations.
 - I. On August 2, 2012, the Board assessed the Respondent a fine of \$1125 for failure to have all licensees at his salon properly licensed. The fine was later reduced to \$625.
- 7. 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(c) and/or (g), and/or Bar 501.02(e) and/or (h).
 - 8. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license as a shop owner 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 will apply for a cosmetology or barbering apprentice license within thirty (30) days of the effective date of this agreement, as defined further below. The Board, however, is under no obligation to provide Respondent with another license should he not meet qualifications;
 - B. Should Respondent become licensed in cosmetology or barbering apprenticeship, Jonathan Ball shall not be the Respondent's instructor;
 - C. Once personally licensed as a cosmetologist and/or barber, Respondent shall not instruct any individual as an apprentice in cosmetology or barbering;
 - 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.
 - 10. 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.

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 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.
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 his 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 his choosing in connection with his 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 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.
18. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
19. 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.
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.

FOR RESPONDENT

Date: 8-04-13



Robert Cook
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: 10/7/13



(Signature)

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