

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

In the Matter of:  
Casey Jesson  
**(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 Casey Jesson ("Mr. Jesson" 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 13017.
3. On December 28, 2010, Mr. Jesson signed a Preliminary Agreement for Practice Restrictions which was approved by the Board on February 7, 2011.
4. The Preliminary Agreement for Practice Restrictions was in response to information received by the Board alleging that Mr. Jesson had been arrested for first and second degree assault.
5. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's arrest and conviction.
6. The Board's investigation revealed and Respondent freely admits to the following facts:

- A. On or about June 29, 2010 Respondent was arrested for assault on a couple living in Derry, NH.
  - B. On or about March 17, 2011 Respondent pled guilty to second degree assault and was sentenced to the House of Corrections for twelve (12) months.
  - C. On or about March 17, 2011 Respondent pled guilty to criminal mischief and was sentenced to House of Corrections for twelve (12) months. He was also ordered to pay restitution.
  - D. On or about March 17, 2011 Respondent pled guilty to criminal trespass and was sentenced to the House of Corrections for twelve (12) months.
  - E. Respondent was released from the New Hampshire State Prison on or about May 28, 2015 and was placed on parole.
  - F. Respondent's parole officer notified the Board that Respondent is following the conditions of his parole and has no work restrictions that would prevent him from working as a cosmetologist.
  - G. The Board also received a letter from Respondent's Public Defender who supports the reinstatement of Respondent's license.
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 (b).
8. 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.
9. 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 his 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 his 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.
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: 7-6-15

  
\_\_\_\_\_  
Casey Jesson  
Respondent

Date: \_\_\_\_\_

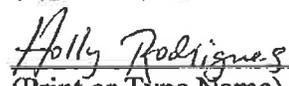
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Counsel for Respondent

**FOR THE BOARD**

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

Date: 8-10-15

  
\_\_\_\_\_  
(Signature)

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