

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

In the Matter of:

Audra L. Mower – Texture Salon Services, LLC

License No.: 7169

(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 cosmetology, the New Hampshire Board of Barbering, Cosmetology, and Esthetics (“Board”) and Audra L. Mower (“Respondent”) do hereby stipulate and agree to resolve allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to NH RSA 313-A:21 and N.H. Code Admin. R Bar (“Bar”) 404.01, Board inspectors have jurisdiction to conduct inspections of shops, tanning salons, and schools.
2. Pursuant to NH RSA 313-A:22, I and Bar 217.01 and 217.03, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by persons licensed by the Board.
3. Pursuant to NH RSA 310:10, VIII and Bar 217.02 (c), the Board may, at any time, dispose of any such allegations by settlement and without commencing or completing a disciplinary hearing.

4. The Board first granted Respondent a cosmetologist license, number 7169, on October 31, 1991. Respondent is the owner of Texture Salon Services, LLC ("Texture Salon") in Salem, New Hampshire.
5. It is alleged that respondent relocated her shop without obtaining new shop licensure.
6. The investigation revealed, and Respondent stipulates, that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct in violation of NH RSA 313-A:22, II (c) and (i) by the following facts:
 - A. On March 2, 2023, a Board inspector attempted to perform a routine inspection of Texture Salon licensed at 200 Main Street in Salem, shop license 3585. Texture Salon had moved locations to 202 Main Street and this location was not a shop licensed by the Board.
 - B. Respondent was not present at the time of the inspection. The inspector made contact with a booth renter at Respondent's shop. The inspector confirmed that Respondent did not have a shop license for the new location.
 - C. The inspector cited Respondent for the license violation, as well as failure to post Material Data Safety Sheets, failure to maintain the disinfection container, failure to properly clean and disinfect all implements and appliances, and failure to install an eyewash station. All are required by the Board's administrative rules.

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7. Respondent acknowledges that this conduct is grounds for the Board to impose disciplinary sanctions against Respondent's license as a cosmetologist in the State of New Hampshire.
8. Respondent, consents to the Board imposing the following discipline, pursuant to NH RSA 313-A:22:
 - A. Respondent is **REPRIMANDED**.
 - B. Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of four hundred and eighty-eight dollars (\$488.00). Respondent shall pay **\$488.00** administrative fine in-full within forty-five (45) days of the effective date of this *Settlement Agreement* by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire," to the Board's office at 7 Eagle Square, Concord, New Hampshire, 03301. **No separate invoice shall issue.** Payment shall include a copy of this Settlement Agreement or a note including the docket number and indicating the payment is made in compliance with a settlement agreement with the Board.
 - 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.
 - D. Effective the date of this *Settlement Agreement*, Respondent shall not make available cosmetology services at Texture Salon Services, LLC, 202 Main Street in Salem, New Hampshire until the shop has obtained shop licensure from the Board.

- E. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall, if applicable, furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a cosmetologist.
- F. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall, if applicable, 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 estheticians, to which Respondent may apply for any such professional privileges or recognition.
9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 313-A:22, II, 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 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. Respondent further agrees that she has not been subject to any coercion, undue influence, or duress in connection with her decision to sign this Agreement.
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 *Settlement 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 *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 right 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: 9-11-24

Audra L. Mower
Audra L. Mower
Respondent

FOR THE BOARD/*

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

Date: October 21, 2024

Jeanne Chappell
(Signature)
Jeanne Chappell
(Print or Type Name)
Authorized Representative of the
NH Board of Barbering, Cosmetology, and
Esthetics

/* 0, Board members, recused.