

CERTIFIED MAIL - RETURN RECEIPT REQUESTED NO. \_\_\_\_\_

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH AND ADDICTION SERVICES  
BUREAU OF HEALTH SYSTEM REGULATION  
DIVISION OF MEDICAL QUALITY ASSURANCE

DA  
2/22/94  
js

In re: Deborah Tomasino

Petition No. 930617-20-008

Lic# 045729

PRELICENSURE AGREEMENT

WHEREAS, Deborah Tomasino of Lebanon, Connecticut, (hereinafter "respondent") has applied for licensure to practice as a hairdresser and cosmetician by the Department of Public Health and Addiction Services, (hereinafter "the Department") pursuant to Chapter 387 of the Connecticut General Statutes, as amended; and

WHEREAS, respondent hereby admits and acknowledges that:

1. The Department has at no time issued respondent a license to practice the occupation of hairdresser and cosmetician under Connecticut General Statute Chapter 387.
2. In February and/or March of 1992, she practiced the occupation of hairdresser and cosmetician at Ultimate Nails in Colchester, Connecticut.
3. In April of 1993, she practiced the occupation of hairdresser and cosmetician at Looking Good Family Hair Care in Mansfield, Connecticut.

4. By the actions described in paragraphs 1, 2, and 3 above, respondent has committed acts that fail to conform to the accepted standards for hairdressers and cosmeticians; therefore, respondent is subject to denial of her application for licensure pursuant to §19a-14 of the Connecticut General Statutes.

NOW THEREFORE, pursuant to §19a-14 of the Connecticut General Statutes, Deborah Tomasino hereby stipulates and agrees to the following:

1. She waives the right to a hearing on the merits of this matter.
2. Upon satisfaction of the requirements for licensure as a hairdresser and cosmetician as set forth in Chapter 387 of the Connecticut General Statutes and payment of a civil penalty of five hundred (\$500.00) dollars in the form of certified or cashier's checks payable to "Treasurer, State of Connecticut," respondent's license to practice as a hairdresser and cosmetician will be issued. Said civil penalty shall be submitted as follows:
  - a. One hundred (\$100.00) dollars shall accompany this fully executed Prelicensure Agreement; and,
  - b. Four hundred (\$400.00) dollars shall be received by the Department on or before January 19, 1994.
3. Respondent shall comply with all state and federal statutes and regulations applicable to her license.
4. Respondent shall notify the Department of any change(s) in her employment within fifteen (15) days of such change.
5. Respondent shall notify the Department of any change(s) in her home and/or business address within fifteen (15) days of such change.

6. That any deviation from the term(s) of this Prelicensure Agreement without prior written approval of the Department shall constitute a violation. A violation of any term(s) of this Prelicensure Agreement shall result in the right to the Department to immediately deem the respondent's hairdresser and cosmetician license rescinded. Any extension of time or grace period for reporting granted by the Department shall not be a waiver or preclude the Department's right to take action at a later time. The Department shall not be required to grant further extensions of time or grace periods. Notice of the rescission of the license shall be sent by the Department to the respondent's last known address of record reported to the Licensure and Registration Section of the Division of Medical Quality Assurance. The respondent waives any right to a hearing on the issue of violation of the terms of this Prelicensure Agreement.
7. That correspondence and reports are to be addressed to:
- Joseph Gillen, Section Chief  
Application and Examinations Section  
Department of Public Health and Addiction Services  
150 Washington Street  
Hartford, Connecticut 06106
8. That legal notice shall be sufficient if sent to respondent's last known address of record reported to the Licensure and Registration Section of the Division of Medical Quality Assurance of the Department.
9. That she understands that this Prelicensure Agreement may be considered as evidence of the above-admitted violations in any

proceeding before the Connecticut Examining Board for Barbers, Hairdressers and Cosmeticians in which her compliance with §20-263 of the Connecticut General Statutes, as amended, is at issue.

10. This Prelicensure Agreement and terms set forth herein are not subject to reconsideration, collateral attack or judicial review under any form or in any forum. Further, this Prelicensure Agreement is not subject to appeal or review under the provisions of Chapters 54 and 368a of the Connecticut General Statutes, provided that this stipulation shall not deprive her of any other rights that she may have under the laws of the State of Connecticut or of the United States.
11. This Prelicensure Agreement is a revocable offer of settlement which may be modified by mutual agreement or withdrawn by the Department at any time prior to its being executed by the last signatory.
12. This Prelicensure Agreement is effective when accepted and approved by a duly appointed agent of the Department.
13. She understands this Prelicensure Agreement is a matter of public record.
14. She understands she has the right to consult with an attorney prior to signing this Prelicensure Agreement.

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I, Deborah Tomasino, have read the above Prelicensure Agreement, and I agree and admit to the terms and allegations set forth therein. I further declare the execution of this Prelicensure Agreement to be my free act and deed.

*Deborah A. Tomasino*

Deborah Tomasino

Subscribed and sworn to before me this *18* day of *January* 1994.

*Ann D. Bray*  
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Notary Public or person authorized  
by law to administer an oath or  
affirmation

*my Commission Expires: 6/30/98*

The above Prelicensure Agreement having been presented to the duly appointed agent of the Commissioner of the Department of Public Health and Addiction Services on the *7th* day of *February* 1994, it is hereby ordered and accepted.

*Stanley K. Peck*  
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Stanley K. Peck, Director  
Division of Medical Quality Assurance

RAS:dm  
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