

**SETTLEMENT AGREEMENT BETWEEN THE STATE BOARD OF COSMETOLOGY
AND BARBER EXAMINERS AND LAWRENCE R. CRYSTAL**

Lawrence R. Crystal ("Crystal"), and the State Board of Cosmetology and Barber Examiners ("Board") enter into this Settlement Agreement ("Agreement") for the purpose of resolving the question of whether Crystal's barber license number 008766 ("License"), will be subject to discipline. Pursuant to § 536.060, RSMo, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri, and additionally, the parties hereto waive the right to a disciplinary hearing before the Board under § 621.110, RSMo. Crystal and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

Crystal acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the claims against him; the right to appear and be represented by legal counsel; the right to have all claims against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his behalf at the hearing; the right to ruling on questions of law by the Administrative Hearing Commission; the right to a decision based upon the record of the hearing by a fair and impartial Administrative Hearing Commission concerning the claims pending against him; the right to a disciplinary hearing before the Board at which time Crystal may present evidence in mitigation of discipline; the right to a claim for attorney's fees and expenses; and the right to obtain judicial review of the decision of the Administrative Hearing Commission and the Board. Being aware of these rights provided to him by law, Crystal knowingly and voluntarily waives each and every one of these rights and freely

enters into this Agreement and agrees to abide by the terms of this document as those terms pertain to him.

Crystal acknowledges that the Board and its attorney followed the procedure enumerated in § 621.045, RSMo, including, but not limited to providing Crystal with a written description of the specific conduct for which discipline is sought and citations to the law and rules violated, together with copies of any documents which form the basis thereof.

For the purpose of settling this dispute, Crystal stipulates his barber license is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 328, RSMo.

The parties stipulate and agree that the disciplinary order agreed to by the Board and Crystal in Part II herein is based only on the agreed upon stipulation of facts and conclusions of law set out in Part I herein. Crystal understands that the Board may take further disciplinary action against Crystal's barber license based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

Based upon the foregoing, the Board and Crystal stipulate to the following:

I.

JOINT STIPULATION OF FACTS & CONCLUSIONS OF LAW

1. The Missouri Board of Cosmetology and Barber Examiners ("Board") is an agency of the State of Missouri, created and existing pursuant to § 329.015, RSMo, for the purpose of executing and enforcing the provisions of §§ 328.010 through 328.160, RSMo, relating to Barbers.

2. Based on information and belief, Crystal is a licensed barber holding a barber license issued by the Board, license number 008766. Crystal's barber license was at all relevant times current and active.

3. Based on information and belief, Crystal rents a booth or shop space in the licensed barber establishment of Linda's Barber Shop, an unincorporated association, located at 1297 Bryan Road, O'Fallon, St. Charles County, Missouri 63366, operating as a barber establishment for the purpose of rendering barbering services.

4. Crystal holds a barber establishment license for his rental space within Linda's Barber Shop, establishment, license number 2008031660 ("license").

5. Crystal's barber establishment license number 2008031660 was at all relevant times current and active.

6. Crystal's barber license number 008766 is culpable for the conduct and violations as described in this Joint Stipulation below.

7. On or about May 31, 2007, Crystal pled guilty to two counts of child molestation in the first degree, a Class B felony in violation of § 566.067, RSMo, in the Circuit Court of St. Louis County, State of Missouri.

8. On or about July 20, 2007, the Circuit Court of St. Louis County, State of Missouri, imposed a sentence of eight years for Crystal to serve at the Missouri Department of Corrections, but suspended the sentence and ordered Crystal to serve five (5) years probation with shock probation.

9. On or about May 31, 2007, Crystal pled guilty to Tampering with a Victim/Witness or Attempt to Tamper with a Victim in a Felony Prosecution, a Class C felony in violation of § 575.270, RSMo, in the Circuit Court of St. Louis County, State of Missouri.

10. On or about July 20, 2007, the Circuit Court of St. Louis County, State of Missouri, ordered Crystal to serve six months to run concurrent with count one.

11. These findings are in violation of §§ 328.150.2(2), RSMo., as Crystal entered a plea of guilty to an offense involving moral turpitude.

12. Cause exists to discipline Crystal's barber license number 008766, pursuant to § 328.150.2, RSMo, which states, in part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 161, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for anyone or any combination of the following causes:

(2) The person has been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of any state or of the United States, for any offense reasonably related to the qualifications, functions or duties of any profession licensed or regulated under this chapter, for any offense an essential element of which is fraud, dishonesty or an act of violence, or for any offense involving moral turpitude, whether or not sentence is imposed.

II.

JOINTLY AGREED UPON DISCIPLINARY ORDER

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered into by the Board in this matter under the authority of §§ 328.150, 536.060, 621.045.3, and 621.110, RSMo.

1. Crystal's barber license number 008766, shall be placed on probation for four years ("disciplinary period"). During the disciplinary period, Crystal shall be entitled to operate as a barber and operate his rental space within Linda's Barber Shop rendering barber services, provided Crystal adheres to all the terms stated herein.

2. Terms and conditions of the disciplinary period are as follows:

A. Crystal shall keep the Board apprised at all times in writing of his current residential and business addresses and telephone numbers. Crystal shall notify the Board in writing within ten days of any changes in this information. Crystal is responsible for ensuring that such notification is received by the Board within the time specified.

B. Crystal shall timely renew his barber license and his barber establishment license when required and shall maintain such licenses in an active and valid state throughout the disciplinary period, including but not limited to, timely paying all fees required for license renewal.

C. If at any time during the disciplinary period, Crystal changes residence from the state of Missouri, ceases to be currently licensed under the provisions of Chapter 328, RSMo, fails to timely pay all fees required for license renewal, or fails to keep the Board advised of all current places of residence and business, then the time of absence,

unlicensed status, delinquency in paying fees for license renewal, or unknown whereabouts shall not be included in the disciplinary period.

D. Crystal shall comply with all provisions of Chapter 328, RSMo, all rules and regulations of the Board, and all local, state, and federal laws. "State" as used herein refers to the state of Missouri and all other states and territories of the United States.

E. Crystal shall accept and comply with reasonable unannounced visits from the Board's duly authorized agents to monitor compliance with the terms and conditions stated herein.

F. Crystal shall submit written reports to the Board on or before January 1 and July 1 during each year of the disciplinary period truthfully stating whether there has been compliance with all terms and conditions of this Agreement. The first such report shall be received by the Board on or before July 1, 2009. Crystal is responsible for ensuring that the Board receives each report by the date due.

G. Crystal shall comply with all provisions of his probation with Department of Correction and notify the Board of any violation of his probation and parole.

H. Crystal shall not perform any barbering services on anyone under the age of fourteen years old.

3. Upon the expiration of the probationary period, Crystal's barber license number 008766 shall be fully restored if all requirements of law and the terms and conditions of this Agreement have been satisfied.

4. If any alleged violation of this Agreement occurs during the disciplinary period, the parties agree that the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a

violation occurred. Crystal agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

5. No additional discipline shall be entered by the Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 328, RSMo.

6. If the Board determines that Crystal has violated a term or condition of this Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the Circuit Court, the Board may, in its direction, vacate and set aside the discipline imposed herein and impose such further discipline as the Board deems appropriate and may elect to pursue any lawful remedies or procedures afforded it, and the Board is not bound by this Agreement in its determination of appropriate legal actions concerning such violation.

7. This Agreement does not bind the Board or restrict the remedies available to it concerning facts or conduct and its resulting violations by Crystal of Chapter 328, RSMo, or the regulations promulgated thereunder not specifically mentioned in this Agreement that are either now known by the Board or may be discovered.

8. The parties to this Agreement agree to pay all their own fees and expenses incurred as a result of this case, its investigations, its settlement, and/or litigation.

9. Crystal, together with his shareholders, partners, heirs, assigns, agents, employees, representatives, and attorneys, does hereby waive, release, acquit and forever discharge the Board, its representative members, employees, agents, and attorneys, including former members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs, expenses, and compensation, including, but not limited to, any claim

for attorney's fees and expenses, whether or not now know or contemplated. This includes, but is not limited to, any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case, its investigation, its litigation, its settlement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this Agreement or any portion thereof void or unenforceable.

10. The terms of this Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Agreement nor any of its provisions may be changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

11. The parties to this Agreement understand that the Board will maintain this Agreement as an open and public record of the Board as required by Chapters 328, 610, 620, and 621, RSMo.

12. Crystal understands that he may, either at the time the Agreement is signed by all parties, or within fifteen days thereafter, submit the Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Crystal's barber license number 008766. If Crystal desires the Administrative Hearing Commission to review this Agreement, Crystal may submit his request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P. O. Box 1557, Jefferson City, Missouri 65101.

13. If Crystal has requested review, this Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Agreement sets forth cause for disciplining Crystal's barber license number 008766. If Crystal has not requested review, this Agreement becomes effective fifteen days after the document is signed by the Executive Director of the Board.

LICENSEE

**STATE BOARD OF COSMETOLOGY
AND BARBER EXAMINERS**

Lawrence R. Crystal 5/14/09
Lawrence R. Crystal Date

Darla L. Fox 5/22/09
Darla Fox, Exec Director Date

FRANK JUENGL & RADEFELD

Respectfully submitted,
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