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**SETTLEMENT AGREEMENT BETWEEN THE STATE BOARD OF COSMETOLOGY
AND BARBER EXAMINERS AND MANE EVENT, GERALD SHELTON, OWNER**

Mane Event, by Gerald Shelton, owner, ("Petitioner") 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 Petitioner's beauty/barber establishment license will be subject to discipline. Petitioner shall receive a probated license by the Board. 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. Petitioner 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.

Petitioner acknowledges that he understand 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 Petitioner may present evidence in mitigation of discipline; 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 them by law, Petitioner 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 the this document as those terms pertain to him.

Petitioner acknowledges that the Board and its attorney followed the procedure enumerated in § 621.045, RSMo, including, but not limited to providing Petitioner 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, Petitioner stipulates his individual cosmetology license is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 329, RSMo.

The parties stipulate and agree that the disciplinary order agreed to by the Board and Petitioner in Part II herein is based only on the agreed upon stipulation of facts and conclusions of law set out in Part I herein. Petitioner understands that the Board may take further disciplinary action against Petitioner's licenses 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 Petitioner stipulate to the following:

I.

JOINT STIPULATION OF FACTS & CONCLUSIONS OF LAW

1. The Board is an agency of the State of Missouri created and existing pursuant to §328.015, RSMo, for the purpose of executing and enforcing the provisions of §§ 328 and 329, RSMo, relating to Barbers and Barber Colleges.
2. Petitioner is the owner of Mane Event, a licensed beauty/barber establishment, license number 2010008743. Mane Event is located at 8356 Olive Blvd., St. Louis, Missouri 63132.

Petitioner's beauty/barber establishment license was at all times relevant herein, and is no current and active.

3. On or about June 30, 2011, the Board conducted an inspection of Mane Event. The inspection identified the following violations: two unlicensed individuals (both due to non-renewal) were present and offering cosmetology or barber services in the salon in violation of §§ 328.020 and 329.030, RSMo, and 20 CSR 2085-10.060(1). On or about July 18, 2011, the Board sent a violation notice to Mane Event.

4. On or about August 18, 2011, the Board conducted an inspection of Mane Event. The inspection identified the following violations: two unlicensed individuals (one for non-renewal) were present and offering cosmetology or barber services in the salon in violation of §§ 328.020 and 329.030, RSMo, and 20 CSR 2085-10.060(1); and the beauty/barber establishment was not licensed for the appropriate number of operators (establishment was licensed for two fewer operators than required) in violation of § 329.045, RSMo, and 20 CSR 2085-10.050.

5. Section 328.020, RSMo, states:

It shall be unlawful for any person to practice the occupation of a barber in this state, unless he or she shall have first obtained a license, as provided in this chapter.

6. Section 329.030, RSMo, states:

It is unlawful for any person in this state to engage in the occupation of cosmetology or to operate an establishment or school of cosmetology unless such person has first obtained a license as provided by this chapter.

7. Section 329.045, RSMo, states, in relevant part:

1. Every establishment in which the occupation of cosmetology is practiced shall be required to obtain a license from the board. Every establishment required to be licensed shall pay to the board an establishment fee for the first three licensed cosmetologists esthetician and/or manicurists, and/or apprentices and an additional fee for each additional licensee. The fee shall be due and payable on the renewal date and, if the fee remains unpaid thereafter, there shall be a late fee in addition to the regular establishment fee or, if a new establishment opens any time during the licensing period and does not

register before opening, there shall be a delinquent fee in addition to the regular establishment fee. The license shall be kept posted in plain view within the establishment at all times.

8. Regulation 20 CSR 2085-10.050 states:

(1) The minimum biennial fee for a cosmetology establishment shall license the establishment for up to three (3) operators, including apprentices, students with temporary permits, or both. An additional fee is required for each additional operator working in the establishment. If at any time during the license period the number of operators working in the establishment exceeds the number of operators for which the establishment is licensed, it is the responsibility of the holder(s) of the establishment license to submit written notification to the board along with the fee for each additional operator.

9. Regulation 20 CSR 2085-10.060 states, in relevant part:

(1) Pursuant to Chapters 328 and 329 RSMo, no barber or cosmetology establishment owner, manager, or proprietor shall permit any person who does not hold a current Missouri barber or cosmetology license to practice as a barber or cosmetologist in the establishment. No license or permit issued by the board shall be posted in a licensed establishment unless the license or permit is current and active, and the licensee or permit holder is an employee of the establishment or holds a current and active renter establishment license issued by the board.

10. As a result of the facts described in paragraphs 3 through 4 above, in violation of the statutes and regulations contained in paragraphs 5 through 9, Petitioner violated chapters 328 and 329, RSMo and lawful regulations adopted pursuant to chapters 328 and 329, RSMo, for which the Board has cause to take disciplinary action against Petitioner's beauty/barber establishment license.

11. Cause exists for the Board to take disciplinary action against Petitioner's beauty/barber establishment license under §§ 328.150.2(6) and 329.140.2(6), RSMo.

12. Section 328.150.2, RSMo, states, in relevant part:

The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, 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:

- (6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter[.]

13. Section 329.140.2, RSMo, states, in relevant part:

The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, 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:

- (6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter[.]

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 §§ 328.150.2, 329.140, and 621.045.3, RSMo:

14. The terms of discipline shall include that Petitioner's beauty/barber establishment license, license number 2010008743, be placed on **PROBATION** for a period of five (5) years ("disciplinary period"). During Petitioner's probation, Petitioner shall be entitled to offer and provide services and engage as a beauty/barber establishment under chapters 328 and 329,

RSMo, provided Licensee adheres to all the terms of this Settlement Agreement, including the specific and general requirements set forth below.

15. SPECIFIC REQUIREMENTS:

Petitioner shall employ only Missouri licensed operators or shall cease operating until such time as all employed operators are licensed.

16. GENERAL REQUIREMENTS

- a. Petitioner shall meet with the Board or its representatives at such times and places as required by the Board after notification of a required meeting.
- b. Petitioner shall submit reports to the Missouri Board of Cosmetology and Barber Examiners, Post Office Box 1062, Jefferson City, Missouri 65102, stating truthfully whether Petitioner has complied with all the terms and conditions of this Settlement Agreement by no later than January 1 and July 1 during each year of the disciplinary period. The first report shall be due January 1, 2013.
- c. Petitioner shall keep the Board apprised of Petitioner's current home and work addresses and telephone numbers. Petitioner shall inform the Board within ten days of any change of home or work address and home or work telephone number.
- d. Petitioner shall comply with all provisions of the chapters 328 and 329, RSMo; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws. "State" here includes the state of Missouri and all other states and territories of the United States.
- e. During the disciplinary period, Petitioner shall timely renew Petitioner's licenses and timely pay all fees required for licensing and comply with all other Board requirements necessary to maintain Petitioner's licenses in a current and active state.
- f. If at any time during the disciplinary period, Petitioner removes Petitioner from the state of Missouri, ceases to be currently licensed under provisions of chapters 328 and 329, or fails to advise the Board of Petitioner's current place of business and residence, the time of Petitioner's absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed in accordance with § 328.150.3, RSMo, or § 329.140.3, RSMo.
- g. During the disciplinary period, Petitioner shall accept and comply with unannounced visits from the Board's representatives to monitor Petitioner's compliance with the terms and conditions of this Settlement Agreement.

h. If Petitioner fails to comply with the terms of this Settlement agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate (including imposition of the revocation).

i. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of chapters 328 and 328, RSMo, by Petitioner not specifically mentioned in this document.

17. Upon the expiration of the probationary period, Petitioner, Gerald Shelton, license number 2010008743, shall be fully restored if all requirements of law and the terms and conditions of this Agreement have been satisfied.

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

19. 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 and 329, RSMo.

20. If the Board determines that Petitioner 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.

21. 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, 329, 610, and 324, RSMo.

22. 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.

23. Petitioner, 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. 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. This includes any claims against the Board for attorney's fees or expenses. 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.

24. Petitioner understands that he may, either at the time the Agreement is signed by all parties, or within fifteen (15) days thereafter, submit the Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds

