

**SETTLEMENT AGREEMENT BETWEEN THE STATE BOARD OF COSMETOLOGY
AND BARBER EXAMINERS AND JESSICA NHIEU.**

Jessica Nhieu, hereinafter (“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 Jessica Nhieu’s entitled to a license. Ms. Nhieu 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. Ms. Nhieu 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.

Ms. Nhieu acknowledges that she understand the various rights and privileges afforded by law, including the right to a hearing of the claims against her; the right to appear and be represented by legal counsel; the right to have all claims against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to present evidence on her 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 her; the right to a disciplinary hearing before the Board at which time Ms. Nhieu 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, Ms. Nhieu 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 her.

Ms. Nhieu acknowledges that the Board and its attorney followed the procedure enumerated in § 621.045, RSMo, including, but not limited to providing Ms. Nhieu 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, Ms. Nhieu stipulates her 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 Ms. Nhieu in Part II herein is based only on the agreed upon stipulation of facts and conclusions of law set out in Part I herein. Ms. Nhieu understands that the Board may take further disciplinary action against Ms. Nhieu'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 Ms. Nhieu 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 §§ 328.010 through 328.160, RSMo, relating to Barbers and Barber Colleges.
2. Ms. Nhieu is an individual currently residing at 8805 Comanche Ct., St. Louis, Missouri 63132.
3. On or about April 1, 2011, Petitioner, Jessica Han Quoi Nhieu, submitted to the Board an Application for Reciprocity as a Registered Cosmetologist, Barber and/or instructor (Application) seeking a Class MO-Manicurist license by reciprocity.

4. Ms. Nhieu asserted in this Application that she holds a valid license in California and otherwise met the requirements for licensure by the state of Missouri.
5. Ms. Nhieu had a license in Missouri previously that was revoked February 3, 2003.
6. The Board cannot verify educational credentials from the state of California. This led the Board to deny Petitioner's current application for reciprocity on July 29, 2011.
7. On or about February 29, 2012, Ms. Nhieu submitted additional documents for further review.
8. Upon review of the additional information, the Board finds that Ms. Nhieu has satisfied the educational requirements to qualify for a Missouri Class-MO license by reciprocity.

II.

JOINTLY AGREED UPON DISCIPLINARY ORDER

1. 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 § 329.140, 536.060, 621.045.3, and 621.110, RSMo.

2. Petitioner, Jessica Nhieu license number 2012023430 shall be suspended for 14 days. Said suspension shall be immediately stayed and Petitioner, Jessica Nhieu's license number 2012023430, shall be placed on probation for a period of five (5) years. Ms. Nhieu shall be otherwise entitled to offer and perform manicurist services provided Ms. Nhieu adheres to all the terms stated herein.

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

A. Ms. Nhieu shall keep the Board apprised at all times in writing of their current residential and business addresses and telephone numbers. Ms. Nhieu shall notify the Board in writing within ten days of any changes in this information. Ms. Nhieu is

responsible for ensuring that such notification is received by the Board within the time specified.

B. Ms. Nhieu shall timely renew her 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, Ms. Nhieu changes residence from the state of Missouri, cease to be currently licensed under the provisions of Chapter 328 and 329, RSMo, fail to timely pay all fees required for license renewal, or fail 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. Ms. Nhieu shall comply with all provisions of Chapter 328 and 329, 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. Ms. Nhieu 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. Ms. Nhieu 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 January 1, 2013. Ms. Nhieu is responsible for ensuring that the Board receives each report by the date due.

4. Upon the expiration of the probationary period, Petitioner Jessica Nhieu license number 2012023430 shall be fully restored if all requirements of law and the terms and conditions of this Agreement have been satisfied.

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

6. 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.

7. If the Board determines that Ms. Nhieu 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.

8. This Agreement does not bind the Board or restrict the remedies available to it concerning facts or conduct and its resulting violations by Ms. Nhieu of Chapter 328 and 329, RSMo, or the regulations promulgated there under not specifically mentioned in this Agreement that are either now known by the Board or may be discovered.

9. Ms. Nhieu, together with her 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.

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 329, 610, 620, and 621, RSMo.

12. Ms. Nhieu understands that she 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

for disciplining Respondent Jessica Nhieu license number 2012023430. If Ms. Nhieu desires the Administrative Hearing Commission to review this Agreement, Ms. Nhieu may submit her 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 Ms. Nhieu 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 Petitioner Jessica Nhieu license number 2012023430. If Ms. Nhieu has not requested review, this Agreement becomes effective fifteen (15) days after the document is signed by the Executive Director of the Board.

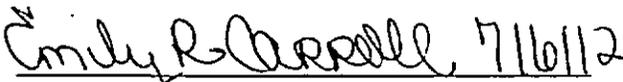
LICENSEE

STATE BOARD OF COSMETOLOGY
AND BARBER EXAMINERS



Jessica Nhieu
Licensee

6.22.12
Date



Emily Carroll
Executive Director

7/16/12
Date