SETTLEMENT AGREEMENT BETWEEN MISSOURI BOARD OF COSMETOLOGY AND BARBER EXAMINERS AND LAI THI UNG

Come now Lai Thi Ung ("Licensee") and the Missouri Board of Cosmetology and Barber Examiners ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's "Class MO—manicurist" operator license, license number 2004014014, and "Class E—estheticians" operator license, license number 2012006561, will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,[1] the parties hereto waive the right to a disciplinary hearing before the Board under § 621.110, RSMo.

Licensee acknowledges that Licensee understands the various rights and privileges afforded Licensee by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf at the hearing; the right to a disciplinary hearing before the Board at which time Licensee may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against Licensee's license. Being aware of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to Licensee.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Board that Licensee's "Class MO—manicurist" operator license, license number 2004014014, and "Class E—estheticians" operator

[1] All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

license, license number 2012006561, are subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 329, RSMo.

Joint Stipulations of Fact and Conclusions of Law

1. The Board of Cosmetology and Barber Examiners is an agency of the State of Missouri created and established pursuant to § 329.015, RSMo, and § 328.015, RSMo, for the purpose of executing and enforcing the provisions of Chapters 328 and 329, RSMo.

2. Licensee holds a cosmetologist "Class MO—manicurist" operator license, license number 2004014014, which was issued by the Board. Licensee's Class MO license was at all times relevent herein, and is now, current and active.

3. Licensee obtained her Class MO license by examination with out-of-state training hours from the State of Washington on or about June 2, 2004.

4. Licensee holds a cosmetologist "Class E—estheticians" operator license, license number 2012006561, which was issued by the Board. Respondent's Class E license was at all times relevant herein, and is now, current and active.

5. Licensee obtained her Class E license by reciprocity from the State of North Carolina on or about February 23, 2012.

6. Jurisdiction is proper before the Board pursuant to Chapter 621, RSMo, and § 329.140, RSMo.

7. On August 24, 2015, Petitioner filed its properly pled Complaint against Licensee with the Administrative Hearing Commission ("Commission"), case number 15-1334 CB, alleging that Licensee's Missouri cosmetologist "Class MO—manicurist" operator license, license number 2004014014, and Missouri cosmetologist "Class E—estheticians" operator license, license number 2012006561, are subject to discipline. A true and accurate copy of the Complaint is attached hereto as Exhibit 1 and is incorporated herein by reference in its entirety.

8. Licensee was served with the Complaint and the Commission's "Notice of Complaint/Notice of Hearing" on November 3, 2015.

9. Licensee never filed an answer or otherwise responded to the Complaint.

10. On December 10, 2015, the Commission entered its Default Decision in case number 15-1334 CB determining that there is cause to discipline Licensee's licenses pursuant to § 329.140.2(3), (5), (7), (8), and (13), RSMo, as established in the properly pled Complaint. A true and accurate copy of the Default Decision is attached hereto as Exhibit 2 and is incorporated herein by reference in its entirety.

11. As a result of the above, and in accordance with the Commission's Default Decision dated December 10, 2015, Licensee's licenses are subject to disciplinary action by the Board pursuant to § 329.140.2(3), (5), (7), (8), and (13), RSMo.

Joint Agreed Disciplinary Order

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 329.140, RSMo, and §621.045, RSMo:

1. Licensee's "Class E—estheticians" operator license, license number 2012006561, is hereby **VOLUNTARILY SURRENDERED.** Within ten (10) days of the effective date of this Settlement Agreement, Licensee shall send to the Board her "Class E—estheticians" operator license and all other indicia of her licensure as a "Class E—estheticians."

2. Licensee's "Class MO—manicurist" operator license, license number 2004014014, shall be placed on **PROBATION** for a period of five (5) years ("disciplinary period"). During Licensee's probation, Licensee shall be entitled to offer and engage in the practice of cosmetology under Chapter 329, RSMo, provided Licensee adheres to all the terms of this Settlement Agreement.

I. GENERAL REQUIREMENTS

A. Licensee 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. Licensee shall submit reports to the Missouri Board of Cosmetology and Barber Examiners, Post Office Box 1062, Jefferson City, Missouri 65102, stating truthfully whether Licensee 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 July 1, 2016.

C. Licensee shall keep the Board apprised of Licensee's current home and work addresses and telephone numbers. Licensee shall inform the Board within ten days of any change of home or work address and home or work telephone number. Within ten days of returning to Missouri, Licensee shall notify the Board of her home and work addresses and home and work telephone numbers.

D. Licensee shall comply with all provisions of Chapters 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, Licensee shall timely renew Licensee's license(s) and timely pay all fees required for licensing and comply with all other board requirements necessary to maintain Licensee's license(s) in a current and active state.

F. If at any time during the disciplinary period, Licensee removes from the state of Missouri, ceases to be currently licensed under provisions of Chapter 329, or fails to advise the Board of Licensee's current place of business and residence, the time of Licensee'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 § 329.140.3, RSMo.

G. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor Licensee's compliance with the terms and conditions of this Settlement Agreement.

H. If Licensee 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 revocation. Section 324.042, RSMo.

I. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapters 328 and 329, RSMo, by Licensee not specifically mentioned in this document.

3. The parties to this Settlement Agreement understand that the Missouri Board of Cosmetology and Barber Examiners will maintain this Agreement as an open record of the Board as provided in Chapters 329, 610 and 324, RSMo.

4. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this Settlement 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.

5. Licensee, together with Licensee's heirs and assigns, and Licensee's attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof to be void or unenforceable.

6. This Settlement Agreement shall take effect on the date it is signed by the Board's Executive Director.

LICENSEE

Lai Thi Ung

BOARD

Emily R. Carroll

Emily R. Carroll,
Executive Director

Board of Cosmetology & Barber Examiners

Date 7-12-2016

Date 8/9/16