

**SETTLEMENT AGREEMENT BETWEEN MISSOURI BOARD OF COSMETOLOGY AND
LESLIE COHOON**

Come now Leslie Cohoon (“Licensee”), on behalf of herself and her cosmetology establishment, Magnolia’s, 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 CA – hairdressing and manicuring” operator license and cosmetology establishment license will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo, the parties waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri (“AHC”) regarding cause to discipline Licensee’s licenses, and, additionally, 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 decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee and, subsequently, 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 licenses. 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 CA – Hairdressing and Manicuring" operator license, license number 095384, and cosmetology establishment license, license number 2010014793, are subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 329, RSMo.

Joint Stipulation of Facts 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 "Class CA – Hairdressing and Manicuring" operator license, license number 095384, which was originally issued by the Board on or about July 15, 1992. Licensee's operator license is current and active, and was so at all times relevant herein.
3. Licensee holds a cosmetology establishment license, license number 2010014793, which was issued by the Board, for Magnolia's, located at 1227 Main Street, Imperial, Missouri 63052. Licensee's establishment license is current and active.
4. Jurisdiction and venue are proper before the Administrative Hearing Commission pursuant to Chapter 621, RSMo, and § 329.140, RSMo.
5. On or about October 4, 2019, the Board's inspector conducted an inspection of Magnolia's.
6. The Board's inspection revealed that Magnolia's establishment license was expired due to non-renewal, in violation of 20 CSR 2085-10.010(4)(B).
7. On or about October 23, 2019, the Board sent Licensee a violation notice regarding the October 4, 2019 inspection.

8. On or about October 29, 2019, the Board's inspector conducted an inspection of Magnolia's.

9. The Board's inspection revealed that Magnolia's establishment license was expired due to non-renewal, in violation of 20 CSR 2085-10.010(4)(B).

10. On or about November 5, 2019, the Board sent Licensee a violation notice regarding the October 29, 2019 inspection.

11. On or about October 2, 2020, the Board's inspector conducted an inspection of Magnolia's.

12. The Board's inspection revealed that there was no photo attached to Licensee's posted operator license, in violation of 20 CSR 2085-10.010(3), and that there was no establishment license posted in plain view, in violation of 20 CSR 2085-10.010(3).

13. On or about October 7, 2020, the Board sent Licensee a violation notice regarding the October 2, 2020 inspection.

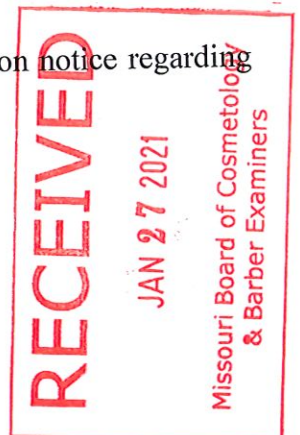
14. On or about November 4, 2020, the Board's inspector conducted an inspection of Magnolia's.

15. The Board's inspection revealed that there was no photo attached to Licensee's posted operator license, in violation of 20 CSR 2085-10.010(3), and that there was no establishment license posted in plain view, in violation of 20 CSR 2085-10.010(3).

16. On or about November 18, 2020, the Board sent Licensee a violation notice regarding the November 4, 2020 inspection.

17. Regulation 20 CSR 2085-10.010 states, in part, as follows:

(3) Display of License. Establishment licenses shall be posted within the establishment in plain view at all times so that it may be easily seen by the public. Establishment licenses issued to a station or booth rental establishment shall be posted in plain view at the respective work station.



(A) Operator licenses, apprentice licenses, or student temporary permits shall either be posted at each respective assigned work station or all posted together in one (1) conspicuous, readily accessible, central location within the establishment area that will allow easy identification of the persons working in the establishment by clients, board representatives, or the general public.

(B) A two inch square (2" × 2") photograph taken within the last five (5) years shall be attached to operator licenses. A two inch square (2" × 2") photograph taken within the last five (5) years shall be attached to apprentice licenses and student temporary permits.

...

(4)(B) Reinstatement of License. The holder(s) of an establishment license which has not been renewed by the renewal date shall be required to submit a late fee in addition to the biennial renewal fee in order to reinstate the license. The holder(s) of the establishment license who continues to operate although the license has not been renewed shall be subject to disciplinary action for operating an unlicensed establishment if the establishment license is not reinstated within fourteen (14) days following the mailing of a notice to the holder(s) or sixty (60) days from the renewal deadline, whichever is later, for operating an establishment without a license.

18. Licensee's conduct, as set forth above, constitutes a violation of Chapter 329, RSMo, and/or lawful regulations adopted pursuant to Chapter 329, RSMo, for which the Board has cause to take disciplinary action against Licensee's "Class CA – Hairdressing and Manicuring" operator license and cosmetology establishment licenses pursuant to § 329.140.2(6), RSMo.

19. Licensee's conduct, as set forth above, constitutes failure to display a valid license as required by Chapter 329, RSMo, and rules promulgated under Chapter 329, RSMo, for which the Board has cause to take disciplinary action against Licensee's "Class CA – Hairdressing and Manicuring" operator and cosmetology establishment licenses pursuant to § 329.140.2(12), RSMo.

20. Cause exists for the Board to take disciplinary action against Licensee's "Class CA – Hairdressing and Manicuring" operator and cosmetology establishment licenses under § 329.140.2(6) and (12), RSMo, which states in pertinent 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 the person's certificate of registration or authority, permit or license for any one 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;

...

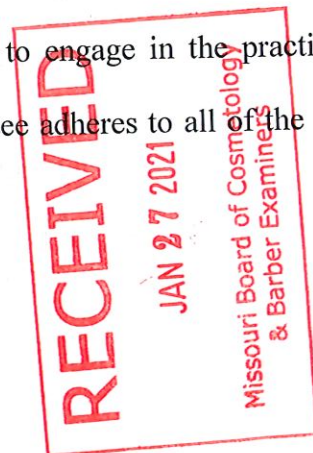
(12) Failure to display a valid license if so required by this chapter or any rule promulgated hereunder[.]

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 Chapters 621 and 329, RSMo:

1. Licensee's "Class CA – Hairdressing and Manicuring" operator and cosmetology establishment licenses shall be placed on **PROBATION** for a period of three (3) years. During Licensee's probation, Licensee shall be entitled to engage in the practice of cosmetology under Chapter 329, RSMo, provided Licensee adheres to all of the terms of this settlement agreement.

I. SPECIFIC REQUIREMENTS



- A. Licensee shall correct all violations of Missouri regulations and statutes identified in this Settlement Agreement. Licensee shall post her active establishment license and attach her photo to her posted operator license.

II. 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 keep the Board apprised of Licensee's current address and telephone number, and of Magnolia's address and phone number. Licensee shall inform the Board within ten days of any change of address and telephone number.
- C. Licensee shall comply with all provisions of Chapter 329, RSMo, and all Board regulations; 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.
- D. During the disciplinary period, Licensee shall timely renew Licensee's licenses and timely pay all fees required for licensing and comply with all other board requirements necessary to maintain Licensee's licenses in a current and active state.
- E. 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, 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.
- F. 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.
- G. 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.
- I. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 329, RSMo, by Licensee not specifically mentioned in this document.

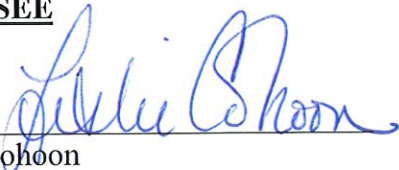
4. The parties to this agreement understand that the Missouri Board of Cosmetology and Barber and Examiners will maintain this agreement as an open record of the Board as provided in Chapters 329, 610, and 324, RSMo.

5. 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.

6. 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.

7. This settlement agreement shall go into effect fifteen days after it is signed by the Executive Director of the Board.

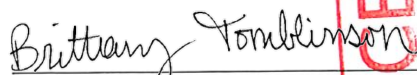
LICENSEE



Leslie Cohoon
Operator License # 095384
Cosmetology Establishment License # 2010014793

Date 1-24-21

BOARD



Brittany Tomblinson, Executive Director
Board of Cosmetology and Barber Examiners

Date 1/27/2021

