

SETTLEMENT AGREEMENT BETWEEN MISSOURI BOARD OF COSMETOLOGY AND BARBER EXAMINERS AND MICHAEL CONLEY AND INFINITE RESULTS

Come now Michael Conley and Infinite Results ("Conley", "Infinite Results", and/or "Licensees") 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 Licensees' barber operator and crossover establishment licenses will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensees licenses, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo.

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

Licensees acknowledge that Licensees have received a copy of the inspection reports and other documents relied upon by the Board in determining there was cause to discipline Licensees' licenses, along with citations to law and/or regulations the Board believes were violated.

For the purpose of settling this dispute, Licensees stipulate that the factual allegations contained in this settlement agreement are true and stipulate with the Board that Conley's barber license, numbered 2007034672, and Infinite Result's crossover establishment license numbered 2020002409, are subject to disciplinary action by the Board in accordance with the provisions of Chapters 621, 328, RSMo.

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



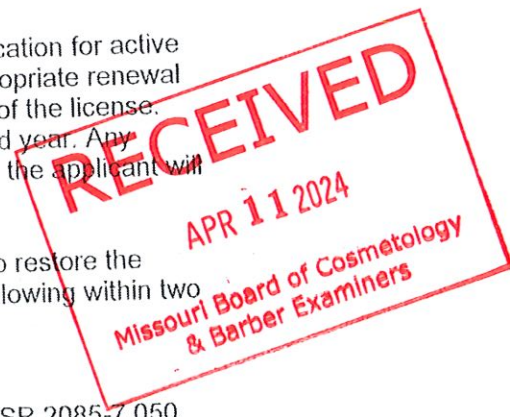
Joint Stipulation of Fact and Conclusions of Law

1. The Missouri Board of Cosmetology and Barber Examiners ("Board") is an agency of the State of Missouri created and established pursuant to § 329.015, RSMo, for the purpose of executing and enforcing the provisions of Chapters 328 and 329, RSMo.
2. Conley holds a barber operator license, license number 2007034672. The Board last renewed Licensee's barber operator license on July 25, 2023, and the date of expiration is September 30, 2023. Licensee's barber operator license status is "Renewal Sent/No Payment".
3. The Board issued Infinite Results a beauty/barber shop license, license number 2020002409. The Board last renewed Licensee's beauty/barber shop license on July 25, 2023, and the date of expiration is September 30, 2023. Licensee's barber operator license status is "Renewal Sent/No Payment".
4. On or about April 7, 2023, an inspection revealed establishment license expired 9/30/21, no registered disinfectant in the establishment, no sanitation rules posted, no prohibited practices flyer posted and Jackson Larkin was found to be unlicensed and operating at the time of inspection. On or about April 18, 2023, the Board sent Licensee a violation notice regarding the April 7, 2023 inspection.
5. On or about June 9, 2023, an inspection revealed establishment license expired, Michael Conley's Operator license was not posted and Jackson Larkin was working unlicensed. On or about June 14, 2023, the Board sent Licensee a violation notice regarding the June 9, 2023 inspection.
6. On or about August 3, 2023, an inspection revealed Jackson Larkin was working unlicensed. On or about August 4, 2023, the Board sent Licensee a violation notice regarding the August 3, 2023 inspection.
7. On or about August 3, 2023, an inspection revealed no violations.
8. Regulation 20 CSR 2085-7.040 states, in relevant part:

(2) Renewals. Every two (2) years (biennially) the renewal application for active licensees must be completed, signed, accompanied by the appropriate renewal fee, and returned to the board office prior to the expiration date of the license. All licenses shall expire on September 30 of each odd-numbered year. Any application postmarked after September 30 will be returned and the applicant will be required to reinstate.

(A) Any cosmetologist whose license has expired who wishes to restore the license shall make application to the board by submitting the following within two (2) years of the license renewal date:

1. Reinstatement application for renewal of licensure; and
2. The current renewal fee and the late fee, as set forth in 20 CSR 2085-7.050.



9. Regulation 20 CSR 2085-10.010 states, in relevant part:

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.

(4) Renewals and Reinstatements.

(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.

10. Regulation 20 CSR 2085-10.040 states, in relevant part:

(1) Barber establishment facilities shall consist of the following

(B) Pursuant to section 328.060.2, RSMo, sanitary rules shall be posted in a conspicuous place in every barber establishment and barber school[.]

11. 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 renewal establishment license issued by the board.

(3) Prohibited Practices Within An Establishment. In a licensed establishment, only persons properly licensed by the board shall be allowed to perform barbering, hairdressing, manicuring, or esthetician services on any person within the establishment. The provisions of this section shall apply even if services are being provided for no compensation. For purposes of this section,

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& Barber Examiners**

barbering, hairdressing, manicuring, or esthetician services shall be defined as follows:

(B) "Esthetician services"—Using mechanical or electrical apparatuses or appliances, cosmetic preparations, antiseptics, tonics, lotions, or creams, not to exceed ten percent (10%) phenol, either directly or indirectly, in any one (1), or any combination, of the following practices: massaging, cleansing, stimulating, manipulating, exercising, beautifying, or similar work upon the scalp, face, neck, ears, arms, hands, bust, torso, legs, or feet and removing superfluous hair by means other than electric needle or any other means of arching or tinting eyebrows or tinting eyelashes of any person;

(C) "Hairdressing"—Arranging, dressing, curling, singeing, waving, permanent waving, cleansing, cutting, bleaching, tinting, coloring, or similar work upon the hair of any person by any means; or removing superfluous hair from the body of any person by means other than electricity, or any other means of arching or tinting eyebrows or tinting eyelashes. Hairdressing also includes any person who either with the person's hands or with mechanical or electrical apparatuses or appliances, or by the use of cosmetic preparations, antiseptics, tonics, lotions, or creams engages for compensation in any one (1) or any combination of the following: massaging, cleaning, stimulating, manipulating, exercising, beautifying, or similar work upon the scalp, face, neck, arms, or bust[.]

12. Regulation 20 CSR 2085-11.020 states, in relevant part:

(2) Sanitation Requirements.

(D) Disinfecting and Storing Implements. All implements (instruments or tools) used in cosmetology establishments and schools, including scissors, clips, blades, rods, brushes, combs, etc. shall be thoroughly cleansed after each use. All implements which may come in contact directly or indirectly with the skin of the patron shall be disinfected with an Environmental Protection Agency (EPA)-registered disinfectant, which may be a spray solution. The label on the disinfectant shall show that it is EPA-registered with demonstrated bactericidal (disinfectant), virucidal, and fungicidal activity and shall be used according to the manufacturer's instructions. All implements shall be completely immersed in the solution or, if not capable of immersion, thoroughly dipped in the solution for a period of not less than five (5) minutes. Implements shall either be stored in the solution or removed and stored in a dust-tight cabinet, covered container, or drawer at all times when not in use. The dust-tight cabinet, covered container, or drawer shall be kept free of other items not capable of being disinfected. Implements shall be permitted to air dry.

(L) Prohibited Practices. To prevent the risk of injury or infection—

1. A licensee shall not use or offer to use in the performance of cosmetology services, or possess on the premises of a licensed cosmetology establishment, any razor-type callus shaver designed or intended to cut growths of skin on hands or feet such as corns and calluses including, but not limited to, a credo blade or similar type instrument. Any licensee using a razor-type callus shaver prohibited by this rule at a licensed cosmetology establishment or in the performance of any cosmetology, manicuring, or esthetician services shall be deemed to be rendering services in an unsafe and unsanitary manner. Cosmetology establishment licensees shall ensure that razor-type callus



shavers are not located or used on the premises of the cosmetology establishment;

2. The board shall provide a flyer prohibiting the use of these razor-type callus shavers. Every cosmetology establishment and cosmetology school shall post such flyer in plain view of the public in each of their establishment(s) and school(s); and 3. Violation of this rule shall constitute grounds for discipline under section 329.140.2(15), RSMo.

13. As a result of the violations, as described above in paragraphs 2 through 6, Licensee violated Chapter 328, RSMo, and lawful regulations adopted pursuant to Chapter 328, RSMo, as described above in paragraphs 8 through 13 for which the Board has cause to take disciplinary action against the Licensees' barber operator and establishment licenses.

14. Cause exists for the Board to take disciplinary action against the Licensees' barber operator and establishment licenses under § 328.150.2(6), and (12), RSMo, which states in pertinent part:

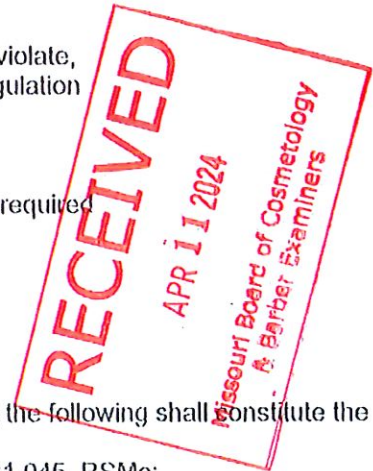
The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's 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 certificate or 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 § 621.045, RSMo:

15. The terms of discipline shall include that Conley's barber license, numbered 2007034672, and Infinite Result's crossover establishment license numbered 2020002409, be placed on PROBATION for a period of three (3) years. During Licensee's probation, Licensees shall be entitled to offer and engage in the practice of barbering and the operation of a beauty/barber establishment under Chapter 328, RSMo, provided Licensees adhere to all of the terms of this Settlement Agreement.

GENERAL REQUIREMENTS

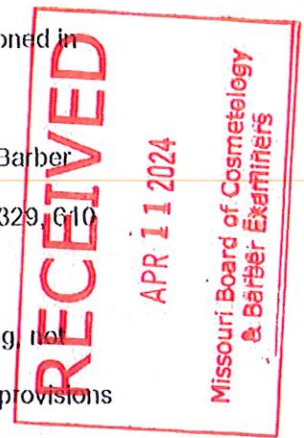
- A. Conley, and Conley on behalf of Infinite Results, shall meet with the Board or its representatives at such times and places as required by the Board after notification of a required meeting.
- B. Conley, and Conley on behalf of Infinite Results, shall keep the Board apprised of his current home and work addresses and telephone numbers. Conley, and Conley on behalf of Infinite Results, shall inform the Board within ten days of any change of home or work address and home or work telephone number.
- C. Conley, and Conley on behalf of Infinite Results, shall comply with all provisions of the Chapters 328, 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.
- D. During the disciplinary period, Conley, and Conley on behalf of Infinite Results, shall timely renew the subject licenses and timely pay all fees required for licensing and comply with all other board requirements necessary to maintain the subject licenses in a current and active state.
- E. If at any time during the disciplinary period, Conley removes himself from the state of Missouri, ceases to be currently licensed under provisions of Chapters 328, RSMo, or fails to advise the Board of his and Infinite Results' current place of business and/or residence, the time of Conley 's absence, unlicensed status of the subject licenses, or Conley's unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed in accordance with § 328.150, RSMo, on Conley or Infinite Results.
- F. During the disciplinary period, Conley, and Conley on behalf of Infinite Results, shall accept and comply with unannounced visits to Infinite Results by the Board's representatives to monitor compliance with the terms and conditions of this Settlement Agreement.
- G. If Conley, and Conley on behalf of Infinite Results, fail 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).
- H. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 328, RSMo, by Licensees not specifically mentioned in this document.

16. The parties to this 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 328, 329, 610 and 324, RSMo.

17. 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.

18. Licensees, together with Licensees' heirs and assigns, and Licensees' 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.

19. If no contested case has been filed against Licensees, Licensees have the right, either at the time the Settlement Agreement is signed by all parties or within fifteen days thereafter, to submit the Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the Settlement Agreement constitute grounds for denying or disciplining the licenses of the Licensees. If Licensees desire the Administrative Hearing Commission to review this Agreement, Licensees may submit this request to: Administrative Hearing Commission, United States Post Office Building, 131 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102-1557.

20. If Licensees have requested review, Licensees and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensees' licenses and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensees' licenses. Effective the date the Administrative Hearing Commission determines that the Agreement sets forth cause for disciplining Licensees' licenses, the agreed upon discipline set forth herein shall go into effect.

LICENSEE


Michael Conley, Operator/Owner
Infinite Results

Date 3/29/2024

BOARD


Karla Johansen,
Executive Director
Missouri Board of Cosmetology and
Barber Examiners

Date 5-21-2024

