

**SETTLEMENT AGREEMENT BETWEEN MISSOURI BOARD OF COSMETOLOGY AND BARBER EXAMINERS AND FREESTYLE BARBER & BEAUTY SALON AND MICHAEL KNOX**

Come now Freestyle Barber & Beauty Salon ("Freestyle") and Michael Knox ("Knox") (collectively, "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 Licensee Knox's barber operator license and the beauty/barber establishment license of Freestyle are subject to discipline.

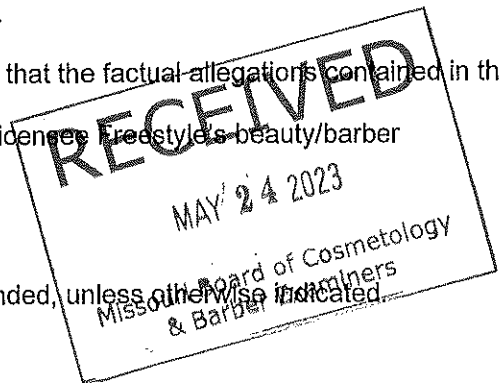
Pursuant to the terms of § 536.060, RSMo,<sup>1</sup> the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensees' licenses, and, additionally, the right to a disciplinary hearing before the Board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

Licensees acknowledges that they understand the various rights and privileges afforded to 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 agrees to abide by the terms of this document, as they pertain to the Licensees.

Licensees acknowledges 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 stipulates with the Board that Licensee Freestyle's beauty/barber

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



establishment license, numbered 2019036016, and License Knox's operator license, numbered 2013042047 are subject to disciplinary action by the Board in accordance with the provisions of Chapters 621, 328, RSMo.

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. Licensee Knox holds a barber operator license, license number 2013042047. The Board issued Licensee's barber operator license on November 18, 2013. Licensee's barber operator license has an expiration date of September 30, 2023.

3. Licensee Freestyle is a beauty/barber establishment licensed by the Board, license number 2019036016. Freestyle is located at 9821 W. Florissant, Dellwood, Missouri and Knox is the Owner/Operator of Freestyle. The Board last issued Licensee's beauty/barber establishment license on September 13, 2019. Freestyle license was not renewed on its expiration date of September 30, 2021.

4. On or about August 25, 2022, the Board's inspector conducted an inspection at the Freestyle establishment. The Board's inspection revealed the establishment's license was expired due to non-renewal, Knox's operator license was expired due to non-renewal and the establishment did not have appropriate licensee for the number of operators working at the establishment. The inspection also revealed that some individuals performing services at the establishment did not hold valid Missouri licenses for the services they were performing. These were violations of 20 CSR 2085-10.010, 20 CSR 2085-7.040 and 20 CSR 2085-10.060. On or about August 31, 2022, the Board sent Licensee Knox a violation notice regarding the August 25, 2022 inspection.

5. On or about September 27, 2022, a follow-up inspection was attempted, but the establishment was closed or unavailable for inspection.

6. On or about September 28, 2022, the Board's inspector conducted a follow-up inspection at the Freestyle establishment. The Board's inspection revealed the establishment's license was expired due to non-renewal and Knox's operator license was expired due to non-renewal. These were violations of 20 CSR 2085-10.010 and, 20 CSR 2085-7.040. On or about September 29, 2022, the Board sent Licensee Knox a violation notice regarding the September 28, 2022 inspection.

7. On or about October 27, 2022, November 1, 2022, November 4, 2022, and November 22, 2022, follow-up inspections were attempted, but the establishment was closed or unavailable for inspection.

8. On or about December 1, 2022, the Board's inspector conducted a follow-up inspection at the Freestyle establishment. The Board's inspection revealed the establishment's license was expired due to non-renewal. This was a violation of 20 CSR 2085-10.010. On or about December 5, 2022, the Board sent Licensee Knox a violation notice regarding the December 1, 2022 inspection.

9. On or about January 6, 2023, the Board's inspector conducted a follow-up inspection at the Freestyle establishment. The Board's inspection revealed the establishment's license was expired due to non-renewal and the establishment did not have appropriate licensee for the number of operators working at the establishment. These were violations of 20 CSR 2085-10.010.

10. Section 329.045 states:

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.

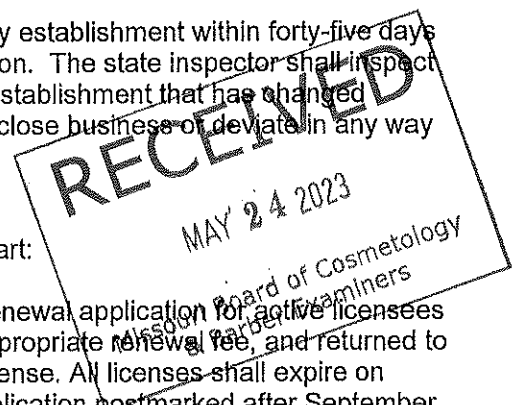
2. A new license shall be obtained for a cosmetology establishment within forty-five days when the establishment changes ownership or location. The state inspector shall inspect the sanitary conditions required for licensure for an establishment that has changed ownership or location without requiring the owner to close business or deviate in any way from the establishment's regular hours of operation.

11. 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.



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

(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.

13. 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.

(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

14. As a result of the violations, as described above in paragraphs 4 through 9, Licensees violated Chapter 329, RSMo, and lawful regulations adopted pursuant to Chapters 328 and 329, RSMo, as described above in paragraphs 10 through 13, for which the Board has cause to take disciplinary action against Licensees' barber operator and beauty/barber establishment licenses.

15. Cause exists for the Board to take disciplinary action against Licensee's barber operator and beauty/barber 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:

16. The terms of discipline shall include that Licensee Freestyle's beauty/barber establishment license, numbered 2019036016, and Knox's operator license, numbered 2013042047, be placed on **PROBATION** for a period of three (3) years ("Disciplinary Period"). During Licensees' Disciplinary Period, Licensees shall be entitled to offer and engage in the practice of barbering and operate a beauty/barber establishment under Chapter 328, RSMo, provided Licensees adhere to all of the terms of this Settlement Agreement.

I. SPECIFIC REQUIREMENTS

- A. Licensee Knox shall reinstate Freestyle's beauty/barber establishment license within thirty-(30) days of the effective date of this Settlement Agreement.

II. GENERAL REQUIREMENTS

- A. Licensee Knox 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 Knox shall keep the Board apprised of his current home and work addresses and telephone numbers. Knox shall inform the Board within ten days of any change of home or work address and home or work telephone number.
- C. Licensee Knox shall comply with all provisions of the Chapters 328 and 329, RSMo as they apply; all applicable federal and state 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 Knox 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, Licensee Knox 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 current place of business and residence, the time of Licensee Knox's absence, unlicensed status of the subject licenses, or Licensee Knox's unknown whereabouts shall not be deemed or taken as any part of the Disciplinary Period so imposed in accordance with § 328.150, RSMo.
- F. During the Disciplinary Period, Licensee Knox shall accept and comply with unannounced visits to the Freestyle establishment by the Board's representatives to monitor compliance with the terms and conditions of this Settlement Agreement.

- G. If Licensee Knox 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).
- 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 Licensee not specifically mentioned in this document.

17. 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.

18. 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.

19. 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.

20. 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 desires 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.**

21. If Licensees have requested a review, Licensees and the 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

BOARD

Michael Knox  
Michael Knox, Operator/Owner  
Freestyle Barber & Beauty Salon

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

Date 05-15-23

Date 05-25-23

