

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. A school of cosmetology license, license number 2021035797 was originally issued on September 2, 2021, and the license is held by Y's Hair International, LLC, an unlicensed entity. The school of cosmetology license was last renewed on September 2, 2021, and has an expiration date of September 30, 2023.

3. The licensed school of cosmetology is located at 561 SE Melody Lane, Lees Summit, Missouri 64063.

4. On or about January 4, 2023, the Board's Inspector conducted an inspection at the Licensee school of cosmetology located at 561 SE Melody Lane, Lees Summit, Missouri 64063. Educational Director Roseanna Poliloina was present at the time of the inspection and signed the Inspection Report. The school was open for business and providing services. The Board's inspection revealed the following violations: Roseanne Pollna was instructing esthetics without a proper license, a violation of 20 CSR 2085-12.040(1). The floors throughout the school were found to be dirty, in violation of 20 CSR 2085-11.020(1)(B). The drinking fountains were not found to be sanitary, in violation of 20 CSR 2085-12.040(2). Students who were not terminated properly do not have licenses posted conspicuously, in violation of 20 CSR 2085-12.010(9)(B). Students Anna Payne, Lisa Adams, Madeline Craven, Zhaneé Larice Lynch-Bonner, Adriane Moore, Adriana I. Ruiz Crowl and Alexis Sanchez were not terminated properly, in violation of 20 CSR 2085-12.010(9)(C). The restrooms at the school were not found to be sanitary, in violation of 20 CSR 2085-11.020(1)(D).

5. On or about February 23, 2023, the Board's Inspector conducted a follow-up inspection at the at the Licensee school of cosmetology located at 561 SE Melody Lane, Lees Summit, Missouri 64063. Instructor Jamie Groover was present at the time of the inspection and signed the Inspection Report. The school was open for business and providing services. The Board's inspection revealed the following violations: Esthetics students were being taught by a cosmetology instructor, Jamie Groover, and students – no Esthetics was present at the time of the inspection, a violation of 20 CSR 2085-12.040(1). The floors under workstations, in

the manicure room and in the break room were found to be dirty, a violation of 20 CSR 2085-11.020(1)(B). Several student licenses were not posted at the time of inspection, in violation of 20 CSR 2085-12.010(9)(B).

6. On or about March 3, 2023, the Board's inspector conducted a follow-up inspection at the Licensee school of cosmetology located at 561 SE Melody Lane, Lees Summit, Missouri 64063. Esthetician Instructor Karen Hull was present at the time of the inspection and signed the Inspection Report. The school was open for business and providing services. The Board's inspection revealed the following violations: Only one cosmetology instructor was present at the time of the inspection and that Instructor was teaching both practical and written. There was only Esthetics Instructor and the Instructor was teaching both practical and written, in violation of 20 CSR 2085-12.040(1). The floors in the classrooms and salon floors were found to be dirty, in violation of 20 CSR 2085-11.020(1)(B). The Licenses for Licensees Adriane Moore and Alexis Sanchez were not conspicuously posted and displayed at the time of the inspection, in violation of 20 CSR 2085-12.010(9)(B). Student Jessica Knox had not been properly terminated at the time of the inspection, in violation of 20 CSR 2085-12.010(9)(C). The restroom in the classroom was found to have been dirty at the time of the inspection, in violation of 20 CSR 2085-11.020(1)(D).

7. On or about March 3, 2023, Licensee was sent a notice violation outlining the violation found during the Board inspections.

8. Regulation 20 CSR 2085-12.040 states, in relevant part:

(1) The holder(s) of the cosmetology school license shall employ and have present during regular school hours a competent licensed instructor for every twenty-five (25) students in attendance for a given class period.

(2) Minimum Equipment and Training Supplies. All schools of cosmetology teaching the occupations of Class-CA or CH cosmetology, as defined in section 329.010(5), RSMo, in Missouri shall have on hand and maintain in good working condition at all times the following equipment and training supplies:

(Q) Sanitary drinking facilities;

9. Regulation 20 CSR 2085-12.010 states, in relevant part:

...

(9) Enrollment and Termination of Students.

...

(B) It shall be the responsibility of the holder of the license to operate a school to submit student enrollment forms to the board at least two (2) weeks prior to the anticipated commencement of a student's studies. The application shall be on a form approved by the board, be properly completed and accompanied by the appropriate fee(s). No student shall receive any credit for training received at a school until the application is received and

approved by the board and the student license is returned to the school. The student license shall be conspicuously displayed with a two inch square (2" x 2") photograph taken within the last five (5) years and is not transferable.

(C) Terminations. All persons holding a license to operate a school shall be responsible for submitting properly completed termination forms for all students who terminate their training. School license holders are responsible for obtaining termination forms from the board.

1. Termination forms must be submitted within two (2) weeks of the date of student's termination. The date of a student's termination is either: 1) The date the student affirmatively indicates to the school his/her intent to terminate training; or 2) The last day of any two (2)-week period during which the student failed to attend a single class. However, a school shall not terminate a student for up to six (6) weeks if the student notifies the school in writing of his/her leave of absence and the student's anticipated date of return. If the student does not return on the anticipated date of return, the school shall automatically terminate the student on that date.

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

(1) Physical Facilities.

(B) Floors, Walls, Ceilings, Equipment, and Contents. For areas where all classified occupations of cosmetology are practiced, including retail cosmetic sales counters, all floors, walls, ceilings, equipment, and contents shall be constructed of washable materials and must be kept clean and in good at all times. Commercial-type carpet may be used.

(D) Restrooms. All cosmetology establishments shall provide adequate and conveniently located restrooms, for use by patrons and operators. All schools shall provide two (2) or more restrooms to separately accommodate male and female students. All restrooms shall be provided with, at least, an operating toilet, a functional sink with hot and cold running water, soap (liquid or powder), and individual towels. Floors, walls, ceilings, and fixtures shall be made of washable materials and kept clean and in good repair at all times.

11. As a result of the violations, as described above in paragraphs 4 through 7, Licensee violated chapter 329, RSMo, and lawful regulations adopted pursuant to chapters 328 and 329, RSMo, as described above in paragraphs 8 through 10 for which the Board has cause to take disciplinary action against Licensee's school of cosmetology license.

12. Cause exists for the Board to take disciplinary action against Licensee's school of cosmetology license under § 329.140.2(6), 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 § 621.045, RSMo:

13. The terms of discipline shall include that Licensee's school of cosmetology, license number 2021036797, be placed on **PROBATION** for a period of three (3) years. During Licensee's probation, Licensee shall be entitled to offer and engage in the practice of cosmetology education under Chapter 329, RSMo, provided Licensee adheres to all of the terms of this Settlement Agreement.

I. SPECIFIC REQUIREMENTS

Licensee owners shall correct all violations cited within thirty (30) days of the effective date of this Settlement Agreement.

II. GENERAL REQUIREMENTS

- A. Licensee owners 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 owners shall keep the Board apprised of current home and work addresses and telephone numbers. Licensee owners shall inform the Board within ten days of any change of home or work address and home or work telephone number.
- C. Licensee owners shall comply with all provisions of the Chapters 328 and 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.
- D. During the disciplinary period, Licensee owners 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 owners leave the state of Missouri, cease to be currently licensed under provisions of Chapters 328 and 329, RSMo, or fail to advise the Board of owners' current place of business and residence, the time of Licensee's owners 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, RSMo.
- F. During the disciplinary period, Licensee owners 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 the revocation).

H. 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.

14. 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.

15. 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.

16. 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.

17. If no contested case has been filed against Licensee, Licensee has 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 licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee 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.**

18. If Licensee has requested review, Licensee and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license

and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the Agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

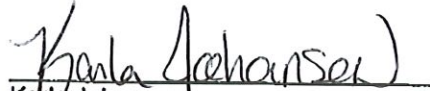
**LICENSEE**



Designated Representative,  
Mitsu Sato Hair Academy  
Y's Hair International, LLC, Owner/License Holder

Date 9/8/23

**BOARD**



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

Date 9/8/2023