

STIPULATION AND AGREED ORDER OF SETTLEMENT

This Stipulation and Agreed Order of Settlement (the "Agreement") is entered into as of this 7th day of May, 2018 (the "effective date"), by and between **ERIC ASHCRAFT** ("Ashcraft") and the **KENTUCKY BOARD OF LICENSURE FOR MASSAGE THERAPY** (the "Board") (collectively, the "Parties").

WHEREAS, the Board was created to administer and enforce the provisions of KRS 309.350 to 309.364 and is charged with the responsibility to evaluate the qualifications of applicants for licensure and to issue, renew, suspend, and revoke licenses;

WHEREAS, the Board is charged with receiving alleged violations, conducting investigations of those violations, and scheduling and conducting administrative hearings in accordance with KRS Chapter 13B to enforce the provisions of KRS 309.350 to 309.364 and administrative regulations promulgated pursuant to KRS 309.350 to 309.364;

WHEREAS, on August 7, 2017, the Board received a complaint against Ashcraft that may be construed as alleging violation of 201 KAR 42:060, Section 1(10) and 201 KAR 42:060, Section 2(2);

WHEREAS, the Board subsequently requested and Ashcraft responded to the complaint pursuant to 201 KAR 42:050, Section 3;

WHEREAS, the Board has considered the complaint, response, and subsequent investigation;

WHEREAS, the Board and Ashcraft mutually desire to resolve this matter in an expeditious manner, without the need for a formal hearing;

NOW, THEREFORE, in consideration of the agreements and releases contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Consideration.** To resolve this matter and pursuant to the Board's authority to settle matters without formal complaint and administrative hearing and in exchange of the Board's agreement not to pursue formal proceedings, Ashcraft agrees that he shall:

1. In addition to the continuing education required to renew his license, complete within three (3) months of executing this agreement three (3) additional hours of continuing education in proper draping, boundaries, or ethics. Ashcraft agrees to provide proof of completion of these continuing education hours to the board no later than one hundred and twenty days (120) days following execution of this agreement; and
2. For a period of one year following execution of this agreement, not practice massage therapy as an independent practitioner and shall only practice massage therapy in supervised employment.

3. In the event that the Board receives a complaint against Ashcraft during this probationary one (1) year period that alleges inappropriate conduct of a sexual nature, Ashcraft shall surrender his license and not seek renewal of his license or a new license for a period of at least two (2) years; and
 4. Ashcraft expressly waives the right to appeal from this agreement notwithstanding the relevant provisions of KRS Chapter 309, KRS Chapter 13B, and 201 KAR Chapter 42.
2. **Acknowledgments.** Prior to executing this Agreement, the Parties agree and acknowledge that:

- (a) They have completely read this Agreement and fully understand the contents thereof;
- (b) They have had the opportunity to consult with an attorney regarding this Agreement;
- (c) They are fully competent and authorized to execute this Agreement and fulfill all of its terms and conditions;
- (d) This Agreement is being executed voluntarily, without coercion, duress, or undue influence;
- (e) This Agreement may be executed in counterparts and sent between the Parties by electronic means without the requirement for original signatures;
- (f) In the event of a dispute, the Agreement shall not be interpreted for or against either party by virtue of that party drafting or not drafting this Agreement;
- (g) This agreement shall be made part of Ashcraft's disciplinary file; and
- (h) This Agreement is subject to the Kentucky Open Records Act.

3. **Final Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein stated and may only be changed by a writing signed by an authorized representative of each party. All prior and contemporaneous promises and negotiations between the parties are merged into this Agreement.

4. **Express Contingency.** The Parties expressly acknowledge and agree that this Agreement is subject to the approval of the Board at its next meeting. After execution by Ashcraft, this Agreement is effective only upon a majority vote of the members of the Board to approve the Stipulation and Agreed Order of Settlement.

5. **Forum Selection.** The Parties agree that any dispute as to this Agreement may be brought only in a court of competent jurisdiction in Franklin County, Kentucky. The Parties waive any potential objection to venue or jurisdiction.



Eric Ashcraft, LMT
License No. 166713

4/19/18

Date



Kentucky Board of Licensure for Massage Therapy
By: Denise L. Logsdon as Chair
On behalf of the Board

Brandy McDowell
Vice Chair

May 7 2018

Date