

**State of New Hampshire  
Board of Barbering, Cosmetology, and Esthetics  
Concord, New Hampshire**

In the Matter of:  
Penney OpCo, LLC  
Docket No.: 23-Bar-002  
(Unlicensed Practice Allegation)

**HEARING COUNSEL'S MOTION TO CONTINUE AND PETITION  
TO ACCEPT SETTLEMENT AGREEMENT**

NOW COMES John F. Brown, Hearing Counsel to the New Hampshire Board of Barbering, Cosmetology, and Esthetics ("Board"), and respectfully requests that this Honorable Board continue the hearing scheduled for July 17, 2023, and accept the Settlement Agreement negotiated with Penney OpCo, LLC ("Respondent"). In support thereof, Hearing Counsel states as follows:

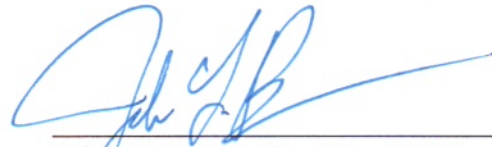
1. Respondent is the owner of the retail chain JC Penney.
2. Respondent is accused of operating cosmetology salons at four New Hampshire store locations for a period of time in 2022 without shop licenses.
3. An adjudicatory hearing is scheduled for July 17, 2023 at the Board's monthly meeting.
4. In advance of the hearing, Hearing Counsel and Respondent commenced settlement negotiations in order to resolve the pending allegation.
5. As a result of these negotiations, Respondent signed the Settlement Agreement now presented to the Board for its consideration.

6. Based upon a thorough review of all relevant information, Hearing Counsel submits that the proposed Settlement Agreement is reasonable, is the most appropriate resolution of the case, and adequately protects the public.
7. Hearing Counsel requests that the hearing be continued in order for the Board to consider the Settlement Agreement at its July 17, 2023 meeting.

WHEREFORE, Hearing Counsel respectfully requests that this Honorable Board:

1. Continue the hearing scheduled for July 17, 2023; and
2. Approve the proposed Settlement Agreement in all respects.

Respectfully submitted,



Dated: July 10, 2023


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John F. Brown, Bar No. 10483  
Consumer Protection and Antitrust  
Bureau  
NH Department of Justice  
33 Capitol Street  
Concord, N.H. 03301  
(603) 271-1273

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing *Hearing Counsel's Motion to Continue and Petition to Accept Settlement Agreement* has been emailed to Counsel to the Board and emailed to Counsel for Respondent.

Dated: July 10, 2023



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John F. Brown

**State of New Hampshire**  
**Board of Barbering, Cosmetology, and Esthetics**  
**Concord, New Hampshire**

In the Matter of:

**Penney OpCo, LLC**  
**Shop License Nos.: 5169, 5167, 5171, 5172**  
(Allegation of Unlicensed Activity)

**SETTLEMENT AGREEMENT**

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public, the New Hampshire Board of Barbering, Cosmetology, and Esthetics (“Board”), and Penney OpCo, LLC (“Respondent”), do hereby stipulate and agree to resolve certain allegations of unlawful conduct now pending according to the following terms and conditions:

1. Pursuant to RSA 310-A: 1-m, VIII, the Board has jurisdiction to authorize investigations into allegations of unlicensed activity. Pursuant to RSA 541-A: 38, such allegations may be resolved by settlement and without commencing an adjudicatory hearing.
2. Respondent is the owner of retail chain JC Penney which has stores physically located in the State of New Hampshire.
3. Respondent operates cosmetology salons within its stores in Concord, Newington, Nashua, and Salem, New Hampshire.
4. Following a series of inspections, the Board became aware that Respondent appeared to be maintaining its salons at the Concord, Newington, Nashua, and

Salem store locations without required shop licenses. Because the matter involved unlicensed activity, it was forwarded to the Consumer Protection and Antitrust Bureau of the New Hampshire Attorney General's Office for investigation.

5. The investigation obtained information from various sources pertaining to Respondent's activities related to unlicensed activity in the State of New Hampshire.
6. Respondent stipulates that if an adjudicatory hearing were to take place, evidence would establish that Respondent maintained unlicensed shops in violation of RSA 313-A:19, I by the following facts:
  - A. Cosmetology salons may not be maintained in New Hampshire without a shop license issued by the Board.
  - B. JC Penney has long operated cosmetology salons inside its retail stores. Historically, personnel at the company's national offices had obtained and renewed New Hampshire shop licenses from the Board on an ongoing basis.
  - C. JC Penney filed for bankruptcy and was subsequently purchased by Respondent in October of 2020. As part of the transition in ownership, Respondent delegated licensing responsibilities to a third-party professional services firm.
  - D. After assuming ownership, Respondent failed to obtain its own New Hampshire shop licenses for their Concord, Newington, Nashua, and

Salem salon locations and the shop licenses that had been issued to the prior entity subsequently expired.

E. Between approximately January and May of 2022, the Concord, Newington, Nashua, and Salem salon locations remained open for cosmetology services without having valid shop licenses.

7. The Board finds that Respondent committed the acts as described above and concludes that such conduct constitutes the maintenance of unlicensed shops. Maintaining a shop without a license is unlawful under RSA 313-A:19, I and subject to civil penalties under RSA 310-A:1-m, VIII.
8. Respondent acknowledges that this conduct constitutes grounds for the Board to impose civil penalties.
9. Respondent consents to the Board imposing the following civil penalties, pursuant to RSA 310-A:1-m, VIII:
  - A. Respondent is assessed a fine in the amount of five hundred dollars (\$500.00) for each of the four New Hampshire salon locations for a total fine of two thousand dollars (\$2,000.00).
  - B. Respondent shall pay the fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below. Payment shall be made by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire," to the Board's office at 7 Eagle Square, Concord, New Hampshire.

10. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
11. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the conduct described herein. However, this conduct may be considered as evidence of a pattern of conduct in the event that similar unlawful conduct is proven against Respondent in the future.
12. No part of this *Settlement Agreement* shall be construed as precluding Respondent from obtaining shop licenses in this state in the future if otherwise qualified to be granted such licenses.
13. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained as a public document.
14. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made other than those terms and conditions expressly stated herein.
15. Respondent understands that its action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
16. Respondent has had the opportunity to seek and obtain the advice of an attorney of its choosing in connection with its decision to enter into this *Settlement Agreement*.

17. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced its right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
18. Respondent understands that it has the right to a formal adjudicatory hearing concerning this matter and that at said hearing it would possess the right to contest the allegations, confront and cross-examine witnesses, to call witnesses, to present evidence, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, it waives these rights as they pertain to the conduct described herein.
19. This *Settlement Agreement* shall take effect on the date it is signed by an authorized representative of the Board.

**FOR RESPONDENT**

Date: July 6, 2023

Dawn Wolverson

Authorized Representative of  
Penney OpCo, LLC, Respondent

Dawn Wolverson, Secretary  
Printed Name and Title

**FOR THE BOARD/\***

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 7-17-23

Jeanne Chappell  
(Signature)

Jeanne Chappell

(Print or Type Name)  
Authorized Representative of the  
New Hampshire Board of  
Barbering, Cosmetology, and  
Esthetics