

**State of New Hampshire**  
**OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION**  
**DIVISION OF LICENSING AND BOARD ADMINISTRATION**

Board of Barbering, Cosmetology and Esthetics  
7 Eagle Square, Concord, NH 03301-2412

Phone: 603-271-2152

LINDSEY B. COURTNEY  
Executive Director

JOSEPH G. SHOEMAKER  
Director



February 17, 2022

**Certified and Regular Mail**

Supercuts  
MJJM Enterprises  
27 Portsmouth Ave  
Stratham, NH 03885

Dear MJJM Enterprises

On January 24, 2022 the New Hampshire Board of Barbering, Cosmetology, and Esthetics ("Board") reviewed an inspection report issued to you and/or your business dated October 13th, 2021. The inspection report reflects 150 points assessed during this inspection. In accordance with RSA 313-A and administrative rule Bar 404 the Board shall assess fines based on the number of points a licensee has accumulated during the inspection.

The Board has determined, in accordance with RSA 313-A and Bar 400, the total number of points assessed during the October 13th, 2021, inspection totals: 150 points. The Board has further assessed a fine in the amount of \$150.00.

You have three options upon receipt of this notice:

- 1) Pay the fine immediately, payable to "Treasurer, State of NH" no later than within 20 days of receipt of this letter;
- 2) Request, in writing, a pre-hearing conference in accordance with Bar 404.06;
- 3) Request, in writing, a hearing in accordance with Bar 404.07. The Board will thereafter schedule a hearing on the matter.

**If you: 1) Pay the fine immediately, payable to "Treasurer, State of NH" no later than within 20 days of receipt of this letter;**

**Also, sign and mail in attached settlement agreement with payment.**

If you fail to pay the assessed fine within 20 days of the date you signed for the notice and fail to request a hearing, the proposed fine will be final.

Sincerely,

A handwritten signature in cursive script that reads "Jessica Kennedy".

Jessica Kennedy

Board Administrator

# STATE OF NEW HAMPSHIRE

## OFFICE OF PROFESSIONAL

## LICENSURE AND CERTIFICATION

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### BOARD OF BARBERING, COSMETOLOGY, AND ESTHETICS

### SETTLEMENT AGREEMENT

In the Matter of:

**Case #2021-ENF-Supercuts-1060**

**Supercuts  
License# 2153  
MJJM Enterprises**

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of Barbering, Cosmetology, and Esthetics, the Board of Barbering, Cosmetology, and Esthetics ("the Board") and Supercuts ("Respondent"), a licensed shop currently licensed in the State of New Hampshire, agree to resolve certain allegations of violations regulating the profession now pending before the Board in accordance with the following terms and conditions:

1. The parties stipulate that Board inspectors have jurisdiction to conduct inspections of shops and schools pursuant to NH RSA 313-A: 21 and administrative rule Bar 404.01.is
2. The parties further stipulate the Board has the authority to issue administrative fines for violations of statutes pursuant to NH RSA Chapter 313-A, and administrative rules PART Bar 404.

3. On October 13, 2021, a Board inspector conducted an inspection of Supercuts. As a result of the inspection, the Board has issued an administrative fine in the amount of \$150.00 for MSDS sheets (100 points), license and work permits displayed as required (50 points). Respondent admits to violations contained in the inspection report dated October 13th, 2021 and agreed to pay an administrative fine within 20 days of execution of this agreement.
4. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct and shall serve as a separate and sufficient basis for further disciplinary action by the Board.
5. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Board based upon the violations described above. However, the Board may consider the violations as evidence of a pattern of conduct in the event that similar violations are proven against Respondent in the future.
6. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.
7. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to Respondent other than those terms and conditions expressly stated herein.
8. 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.

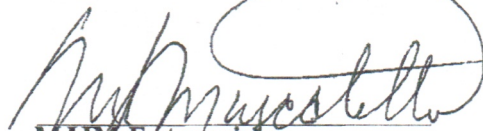
9. Respondent understands that Respondent's action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
10. Respondent has had the opportunity to seek and obtain the advice of an attorney of Respondent's choosing in connection with Respondent's decision to enter into this *Settlement Agreement*.
11. 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* has prejudiced Respondent's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
12. Respondent certifies that Respondent has read this document titled *Settlement Agreement*. Respondent understands that Respondent has the right to a formal adjudicatory hearing concerning this matter and that at said hearing Respondent would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on Respondent's own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, quality and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, Respondent waives these rights as they pertain to the violations described herein. This *Settlement Agreement* shall take effect as an Order of The Board on the date it is signed by an authorized representative of the Board.

Case # 2021  
ENF - SUPERCUTS -  
1060

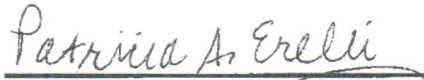
**FOR RESPONDENT**

I, **MJJM Enterprises**, have reviewed the foregoing Settlement Agreement settling violations pending against me and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, **MJJM Enterprises** knowingly and freely waives the right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

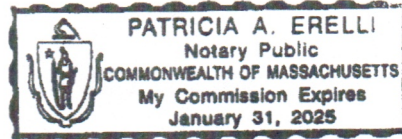
Dated: 5/23, 2022

  
**MJJM Enterprises**  
Respondent

On this 23rd day of May A.D. 2022 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

  
Justice of the Peace/Notary Public

My commission expires: 1/31/2025



**FOR THE BOARD**

Dated: \_\_\_\_\_

Jessica Kennedy  
Board Administrator  
Board of Barbering,  
Cosmetology & Esthetics  
New Hampshire Office of  
Professional Licensure & Certification  
7 Eagle Square



Amount 150.-

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION 29171  
 BOARD OF BARBERING, COSMETOLOGY, AND ESTHETICS  
 7 EAGLE SQUARE • CONCORD, N.H. 03301  
 PHONE (603) 271-2152 www.oplc.nh.gov

RECEIVED  
 MAR 21 2022  
 SHOP  
 INSPECTION FORM

Estab. Name Sipha's Date 10/13/21  
 Owner Name M. S. M. Enterprises Shop License # 2153  
 Estab. Location 27 Portsmouth Ave Town Stratham  
 Shop Manager Courtney Brodie Time In \_\_\_\_\_ Time Out \_\_\_\_\_  
 Purpose:  Routine  Follow-up  New: \_\_\_\_\_ Shop \_\_\_\_\_ Location \_\_\_\_\_ Ownership  
 Investigation  Booth  Complaint  Other \_\_\_\_\_

Violations must be corrected within 7 days per Bar 404.01(o)

ITEMS	POINTS	DESCRIPTION	ITEMS	POINTS	DESCRIPTION
A	5	EQUIPMENT: Square Footage <input checked="" type="checkbox"/> Tanning <u>N/A</u> ENTRANCE <input checked="" type="checkbox"/> Water Hot & Cold <input checked="" type="checkbox"/> LAVATORY FACILITY <input checked="" type="checkbox"/> Entrance Marked <input checked="" type="checkbox"/> Mechanical ventilation as required <input checked="" type="checkbox"/>	N	25	APPRENTICES: Apprentice wearing a name tag as required _____
B	3	FLOORS, WALLS, WOODWORK, FURNITURE: Cleaned as required <input checked="" type="checkbox"/>	O	25	Apprentice properly supervised _____
C	250	DISINFECT: EPA <input checked="" type="checkbox"/>	P	25	Apprentice properly registered with the board as required _____
D	100	WHIRLPOOL, FOOT SPA OR SPA: Cleaned & disinfected after each use <u>N/A</u>	Q	25	Apprentice has been terminated and the board notified as required _____
E	25	Record of cleaning & Disinfecting <u>N/A</u>	R	25	LICENSES: Licenses & Work Permits displayed as required <u>NO</u>
F	3	Disinfect shampoo bowl <input checked="" type="checkbox"/>	S	25	Proper nail drill _____ Certification _____ Sign _____
G	5	Disinfect table _____ Disinfect Pedicure Area _____ Disinfection container maintained as required _____	T	25	Inspection report displayed as required _____ and not covered _____
H	3	Implements & appliances shall be cleaned and disinfected properly <input checked="" type="checkbox"/> stored properly <input checked="" type="checkbox"/>	U	50	All Licensees, Facilities, and Work Permits valid as required. _____ 2 <sup>nd</sup> 250 points _____ 3 <sup>rd</sup> 500 points
I	3	All implements and supplies discarded if they can not be disinfected _____ In a closed container <input checked="" type="checkbox"/>	V	1 <sup>st</sup> 400 2 <sup>nd</sup> 500	MethylMethacrylate Shop owner _____ Licensee _____
J	3	Neck duster disinfected before each use _____	W	100	First Aid Supplies <input checked="" type="checkbox"/> <u>eyewash NO</u>
K	5	Soiled towels and hair deposited in separate containers <input checked="" type="checkbox"/>	X	50	Unprofessional behavior _____
L	3	Patron covered with neck strip or towel cape as required _____ Or cape laundered after each use _____	Y	100	MSDS sheets <u>NO</u>
M	3	Advertise or solicit clients in the proper manner as required _____	Z	500	Individual does not have a NH License _____
			AA	500	Unauthorized use _____
			BB	50	No Photograph on License _____
			CC	50	Failure to provide government issued photo identification _____

**TANNING:**  
 (3) Points • Well lighted and ventilated \_\_\_\_\_  
 • Owners manual for each unit \_\_\_\_\_  
 (5) Points • Tanning device shall have remote timing location \_\_\_\_\_  
 • Physical barriers \_\_\_\_\_  
 • Eyewear not reused \_\_\_\_\_  
 Eyewear meets 21 CFR 1040.20 \_\_\_\_\_  
 Eyewear not altered \_\_\_\_\_

(25) Points • Certification \_\_\_\_\_ Sign \_\_\_\_\_  
 • Contact surfaces disinfected or covered by a non-resuable shield \_\_\_\_\_  
 • Lamps replaced \_\_\_\_\_ Records required by 30. VI \_\_\_\_\_  
 False claims or promotion \_\_\_\_\_  
 • Operator shall not allow use of device without eyewear \_\_\_\_\_

(100) Points • Proof of age \_\_\_\_\_ Incomplete records \_\_\_\_\_

(250) Points • Underaged Tanning \_\_\_\_\_

TANNING SALONS NOT REGISTERED WITH BOARD: YOU HAVE 7 DAYS FROM THIS NOTIFICATION TO REGISTER AS A TANNING SALON THE FINE WILL BE \$100 PER DAY ON THE 8TH DAY.

TOTAL POINTS 150 TOTAL FINE 750  
 Fines = \$1.00 a Point

COMMENTS  
 - New Manager Melina Pincan # 27391  
 - License # can't be covered  
 - Explained licenses need to be posted at each station  
 - All staff needs to be aware of MSDS sheets  
 - Explained eyewash station requirement

The shop owner, manager, or licensee shall sign this inspection report to indicate receipt only. Signature of this form does not indicate agreement with findings. This inspection report shall be posted in a conspicuous and unobstructed place.

Owner/Manager/Licensee Signature [Signature] Date 10/13/21  
 Inspector's Signature [Signature] Date 10/13/21