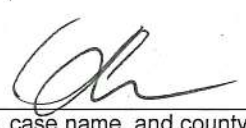
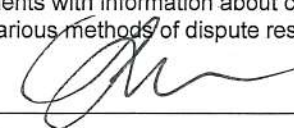


CIVIL ACTION COVER SHEET		DOCKET NUMBER	Trial Court of Massachusetts The Superior Court	
PLAINTIFF(S): Commonwealth of Massachusetts			COUNTY: Suffolk	
ADDRESS: Office of the Attorney General				
One Ashburton Place, 18th Floor			DEFENDANT(S): Pioneer Education LLC d/b/a Jolie Hair and Beauty Academy	
Boston, MA 02108				
ATTORNEY: Lilia Volynkova DuBois				
ADDRESS: Office of the Attorney General			ADDRESS: 44 Sewall St., Ludlow, MA 01056	
One Ashburton Place, 18th Floor				
Boston, MA 02108				
BBO: 688848				
TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)				
CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?	
E99	Other Administrative Action	X	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
*If "Other" please describe: Assurance of Discontinuance pursuant to G.L. c. 93A, sec. 5				
<div style="display: flex; justify-content: space-between;"><div>Is there a claim under G.L. c. 93A? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</div><div>Is this a class action under Mass. R. Civ. P. 23? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</div></div>				
STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A				
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.				
TORT CLAIMS (attach additional sheets as necessary)				
A. Documented medical expenses to date:				
1. Total hospital expenses				\$ _____
2. Total doctor expenses				\$ _____
3. Total chiropractic expenses				\$ _____
4. Total physical therapy expenses				\$ _____
5. Total other expenses (describe below)				\$ _____
				Subtotal (A): \$ _____
B. Documented lost wages and compensation to date				\$ _____
C. Documented property damages to date				\$ _____
D. Reasonably anticipated future medical and hospital expenses				\$ _____
E. Reasonably anticipated lost wages				\$ _____
F. Other documented items of damages (describe below)				\$ _____
				\$ _____
G. Briefly describe plaintiff's injury, including the nature and extent of injury:				
				TOTAL (A-F): \$ n/a
CONTRACT CLAIMS (attach additional sheets as necessary)				
<input type="checkbox"/> This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a).				
Provide a detailed description of claim(s):				
				TOTAL: \$ n/a
Signature of Attorney/ Unrepresented Plaintiff: X 				Date: 9/23/19
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.				
CERTIFICATION PURSUANT TO SJC RULE 1:18				
I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.				
Signature of Attorney of Record: X 				Date: 9/23/19

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
CIVIL ACTION NO.

IN THE MATTER OF PIONEER
EDUCATION LLC D/B/A JOLIE HAIR
AND BEAUTY ACADEMY

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)
)
)
)

**ASSURANCE OF DISCONTINUANCE
PURSUANT TO M.G.L. CHAPTER 93A, § 5**

I. INTRODUCTION

1. The Commonwealth of Massachusetts (“Commonwealth”), through the Office of Attorney General Maura Healey (“AGO”), and Pioneer Education LLC d/b/a Jolie Hair and Beauty Academy (“Jolie”) enter into this Assurance of Discontinuance (“AOD”) pursuant to M.G.L. c. 93A, § 5.

2. Jolie is a private for-profit postsecondary educational institution, which operates in New Jersey, Pennsylvania, and Massachusetts. Jolie’s Massachusetts campus, which is located at 44 Sewall St., Ludlow, MA 01056 (the “School”), offers certificate programs in Cosmetology, Aesthetics, and Manicuring.¹

3. Pursuant to M.G.L. c. 93A, § 6, the AGO has conducted an investigation of Jolie’s compliance with 940 C.M.R. 31.00 *et seq.* and Massachusetts anti-discrimination laws (the “Investigation”). The Commonwealth acknowledges that Jolie fully cooperated with the Investigation. Based on the Investigation, the AGO alleges that from March 2016 through

¹ As used herein, “School” refers to Jolie’s Massachusetts campus.

March 2018, Jolie's policies at the School were not in compliance with 940 C.M.R. 31.00 *et seq.* and alleges that Jolie violated Massachusetts anti-discrimination laws at the School, including M.G.L. c. 151B, Section 4, and M.G.L. c. 151C, Section 2A.

4. Specifically:

- i. The AGO alleges that Jolie failed to comply with 940 C.M.R. 31.05, which requires that Jolie make certain disclosures listed in 940 C.M.R. 31.05 to School consumers and prospective students, clearly and conspicuously,² at least 72 hours prior to entering into an enrollment agreement with a School consumer or prospective student. The AGO alleges that until March 2018, Jolie failed to provide graduation rates in compliance with 940 C.M.R. 31.05(2) and in some instances failed to hand out the 940 C.M.R. 31.05 disclosures to the School's prospective students or affirm the School's prospective students' receipt of the 940 C.M.R. 31.05 disclosures by means of a student's signature.
- ii. The AGO alleges that Jolie failed to comply with 940 C.M.R. 31.06(9),³ which prohibits Jolie from initiating communication with a prospective student of the School in Massachusetts, prior to enrollment,

² Section 31.03 of 940 C.M.R. defines "clearly and conspicuously" to mean: "(a) contained on a school's website in a manner that is easy to locate and access; and (b) provided to and signed and dated by the consumer or prospective student, with copies to be provided both to the consumer or prospective student (and if the prospective student is younger than 18 years old, to the prospective student's parent or guardian) and retained by the school."

³ Section 31.06 of 940 C.M.R. prohibits various practices including "high-pressure sales tactics. It is an unfair or deceptive act or practice for a school to initiate communication with a prospective student, prior to enrollment, via telephone (either voice or data technology), in person, via text messaging, or by recorded audio message, in excess of two such communications in each seven-day period to either the prospective student's residence, business or work telephone, cellular telephone, or other telephone number provided by the student." 940 C.M.R. 31.06(9).

via telephone (either voice or data technology), in person, via text messaging, or by recorded audio message, in excess of two such communications in each seven-day period. The AGO alleges that at least until March 2018, Jolie failed to track its communications with potential students of the School in Massachusetts and did not have policies in place that would prohibit the School's employees or agents from contacting prospective students of the School in Massachusetts more frequently than it is allowed under 940 C.M.R. 31.06(9).

- iii. The AGO alleges that Jolie failed to comply with 940 C.M.R. 31.04(15), which declares it to be an unfair and deceptive practice for a for-profit school to represent that a program teaches a subject, skill, or materials that are not part of the curriculum of a program. The AGO alleges that at least until March 2018, while it represented to potential students of the School that its Aesthetics programs would cover depilation, waxing, eyebrow and eyelash tinting, it allegedly failed to cover such topics.
- iv. The AGO alleges that Jolie violated M.G.L. c.151C, Section 2A by discriminating against some of its students at the School in the benefits and privileges of its course of study on the basis of race, religion, and national origin. Specifically, the AGO alleges that School faculty of Jolie made discriminatory statements to certain students about those students' actual or perceived race, religion, and national origin.

5. Jolie neither admits nor denies the AGO's allegations as contained in the foregoing paragraphs.

6. The parties are nevertheless desirous of resolving these matters in the interests of advancing or supporting educational opportunities for deserving Massachusetts residents, and accordingly, the AGO and Jolie both voluntarily enter into this AOD.

7. This AOD is made without any trial or adjudication of any issue of fact or law.

II. TERMS OF THIS ASSURANCE

8. Jolie agrees to pay to the AGO the sum of ninety-four thousand dollars (\$94,000) which shall be distributed by the AGO to or on behalf of students of the School at the sole discretion of the AGO. No part of this payment is or shall be considered a penalty or fine. Jolie shall make this payment within thirty (30) days of the entry of this AOD or pursuant to an alternative payment schedule agreed to by Jolie and the AGO. The payments shall be made by check payable to the Office of the Attorney General, delivered by hand or certified mail to Katherine Hurley, Insurance & Financial Services Division, Office of the Attorney General, One Ashburton Place, 18th Floor, Boston, MA 02108.

9. Jolie also agrees to release the obligations of certain School students to pay up to a total of \$74,319 due to the School that remains outstanding; these students will be identified in the discretion of the AGO, but are limited to the following groups of students: (i) certain students of the School who enrolled between March 2016 and March 2018 in the Cosmetology program and withdrew or were academically dismissed as of the date this AOD is filed; and (ii) certain students of the School who enrolled between March 2016 and March

2018 in the Cosmetology, Aesthetics, and Manicuring programs, withdrew within the first 25% of their program, and remained withdrawn or academically dismissed as of the date this AOD is filed.

10. Jolie also agrees to submit to the AGO for review and approval within ninety (90) days from the date this AOD is filed a set of policies and procedures instructing Jolie's agents and employees at the School on the limitations imposed by 940 C.M.R. 31.06(9) regarding Jolie's contact with prospective students of the School in Massachusetts. Within thirty (30) days of receiving AGO's approval, which approval shall not be unreasonably withheld, Jolie shall provide a copy of the policies and procedures to all employees and agents at the School. Jolie also agrees on a going forward basis to track its communications with potential students of the School in Massachusetts.

11. In accordance with the terms of this AOD, the School shall fully comply with 940 C.M.R. 31.00 *et seq.*

12. Jolie also agrees to retain instructors (with qualifications as required by the Massachusetts Board of Cosmetology) for its Aesthetics 300 and Aesthetics 650 programs at the School (to the extent it offers such programs) to provide training in the following four topics: depilation; waxing; eyebrow tinting; and eyelash tinting; or, in the alternative, remove any references from its marketing materials to each such training topic that it will no longer teach.

13. Jolie also agrees that all employees at the School who are employed at the time this AOD is filed shall attend a comprehensive training session on Massachusetts anti-discrimination laws (the "Training") within six (6) months of the date this AOD is

filed. Unless it is offered by the Massachusetts Commission Against Discrimination ("MCAD"), the training must be pre-approved by the AGO. The AGO agrees to respond to any such request for pre-approval within ten (10) days of the date of the request. Jolie and the AGO hereby agree that the 3-4 hour course on "Preventing and Addressing Workplace Discrimination" offered by the MCAD is sufficient to satisfy the Training requirement in this Paragraph 13.

14. Jolie further agrees to submit to the AGO for review and approval a comprehensive set of anti-discrimination policies and procedures for its employees at the School within one hundred twenty (120) days of the date this AOD is filed. Within thirty (30) days of receiving AGO's approval, which approval shall not be unreasonably withheld, Jolie shall provide a copy of the policies and procedures to all employees at the School.

15. Additionally, Jolie has offered and agreed to provide reasonable cooperation with the AGO during the implementation of this AOD and to provide all reasonably necessary information not subject to applicable privileges sufficient to demonstrate Jolie's compliance with the terms of this AOD, as reasonably requested by the AGO during the implementation of this AOD.

16. The acceptance of this AOD by the AGO does not constitute acceptance or approval by the AGO of any of Jolie's assertions of fact or past practices, and Jolie will make no representation to that effect. This AOD does not constitute an admission of wrongdoing by Jolie of any fact alleged by the AGO or non-compliance with any state or federal law, rule or regulation.

17. The AOD may be modified or supplemented only by a written document

signed by both parties.

18. This AOD shall be binding upon Jolie, its officers, directors, subsidiaries, subdivisions, successors, and assigns, and upon the AGO, its officers and employees.

19. This AOD and its provisions shall be effective on the date that a fully executed copy is filed in Suffolk Superior Court.

20. The AGO shall not proceed with or institute a civil action or proceeding, including but not limited to an action or proceeding seeking damages, restitution, fines, costs, attorney's fees, remedies and/or penalties, based upon M.G.L. c. 93A or any other law, statute, rule or regulation, or common law, against Jolie, or any of Jolie's current or former employees, officers, directors, parents, agents, subsidiaries, subdivisions, members, partners, predecessors, affiliates, successors, assigns, and/or purchasers of all or substantially all of its business assets, for Jolie's acts or practices occurring prior to the date of entry of this AOD and based on the allegations in this AOD or related to the Investigation.


21. Any violation by Jolie of this AOD may be pursued in a civil action or proceeding under M.G.L. c. 93A hereafter commenced by the AGO.

22. Nothing contained herein, nor any negotiations or transactions connected in any way with this AOD, shall be offered or received in evidence in any proceeding to prove any liability, any wrongdoing, or an admission on the part of Jolie by any individual or entity not a party hereto; provided, however, that nothing herein shall prevent this AOD from being used, offered or received in evidence in any proceeding to enforce any or all of its terms.

23. By signing below, the signatories represent that they are authorized to sign

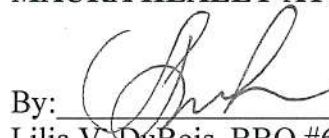
this document on behalf of their respective parties and the parties agree to comply with their respective undertakings contained in this AOD.

**PIONEER EDUCATION LLC
D/B/A JOLIE HAIR AND BEAUTY
ACADEMY**

By: 
Joseph Visconti
President, Pioneer Education LLC
5200 Route 42, Ganttown Plaza
Turnersville, NJ 08012
jvisconti@jolieacademy.com

Dated: 9/13/2019

**COMMONWEALTH OF MASSACHUSETTS
MAURA HEALEY ATTORNEY GENERAL**

By: 
Lilia V. DuBois, BBO #688848
Assistant Attorney General
One Ashburton Place, 18th Floor
Boston, Massachusetts 02108
(617) 963-2239
Lilia.Dubois@mass.gov

Dated: 9/23/19