

STATE OF NEW HAMPSHIRE
DEPARTMENT OF LABOR
CONCORD, NEW HAMPSHIRE



V

Randstad

DECISION OF THE HEARING OFFICER

Nature of Dispute: RSA 275:44 IV liquidated damages
Employer: Randstad, 165 S River Rd. Ste B, Bedford, NH 03110
Date of Hearing: July 8, 2015
Case No.: 50241

BACKGROUND AND STATEMENT OF THE ISSUES

The claimant asserts he is owed \$84.00 in liquidated damages as the employer terminated his employment on April 28, 2015, and did not pay his wages until May 7, 2015.

The employer argues they did not terminate the claimant's employment. The claimant's assignment ended with Cole Haan as he was not a good fit for that environment. The claimant was still an employee of Randstad. The claimant contacted the employer to inquire about additional assignments May 6, 2015.

The claimant received wages on the next regular pay day as a current employee.

FINDINGS OF FACT

The claimant began a work assignment at Cole Haan, through Randstad, a temporary placement employer, on April 27, 2015. The evening of April 28, 2015, he received an email from the employer, Plaintiff's Exhibit #1, stating, "Your assignment with Cole Haan has come to an end. You are not to report back tomorrow. Please confirm you have received this message."

The claimant argues he attempted to speak with an employer representative who was very rude, to discuss his pay due to his termination.

The employer argues they did not terminate the claimant, but rather that his assignment at Cole Haan had ended. Further, the claimant spoke with Paul Robillard, a Staffing Consultant on May 6, 2015, regarding additional work assignments.

The employer did not terminate the claimant's employment with Randstad. They notified the claimant an assignment at a client site had ended. The claimant was still employed and eligible for additional work assignments with Randstad.

The employer paid the claimant on the regular pay schedule, as required by RSA 275:43 I.

Therefore, the Hearing Officer finds the claimant failed to prove by a preponderance of the evidence the employer is liable for liquidated damages.

DISCUSSION

The claimant has the burden of proof in these matters to provide proof by a preponderance of evidence that his assertions are true.

Pursuant to Lab 202.05 "Proof by a preponderance of evidence" means a demonstration by admissible evidence that a fact or legal conclusion is more probable than not.

The Hearing Officer finds the claimant failed to meet his burden in this claim.

DECISION

Based on the testimony and evidence presented, as RSA 275:44 requires that an employer pay all wages due an employee within prescribed timeframes, and as this Department finds that the claimant failed to prove by a preponderance of the evidence that he was not paid all wages due within the prescribed timeframe, it is hereby ruled that the Wage Claim is invalid.

Melissa J. Delorey
Hearing Officer

Date of Decision: July 10, 2015

MJD/kdc