

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF LABOR**  
**CONCORD, NEW HAMPSHIRE**

[REDACTED]

**V**

**MTS Auto Sales LLC**

**DECISION OF THE HEARING OFFICER**

**Nature of Dispute:** RSA 275:43 I unpaid wages and commissions  
RSA 275:44 IV liquidated damages  
RSA 279:21 unpaid minimum wage

**Employer:** MTS Auto Sales LLC, PO Box 6511, Manchester, NH 03108

**Date of Hearing:** June 13, 2017

**Case No.:** 50327

**BACKGROUND AND STATEMENT OF THE ISSUES**

The claimant asserts he was an employee of MTS Auto Sales LLC and is owed \$20,122.28 in unpaid commissions or at least minimum wage for all hours worked. He further seeks liquidated damages.

MTS Auto Sales LLC denies the claimant was their employee, and therefore not owed any commissions.

**FINDINGS OF FACT**

The claimant asserts he was an employee of MTS Auto Sales LLC hired to manage the sales end of the operation for MTS Auto Sales LLC and was not paid all commissions due, or in the alternative, at least minimum wage for all hours worked.

This Department must first to determine whether the claimant was an employee of MTS Auto Sales LLC.

MTS Auto Sales LLC and L-town Garage LLC entered into a lease agreement for rental space owned by MTS Auto Sales LLC.

These two parties entered into a contract, which neither side could produce. The parties agreed that a contingency of the lease agreement required [REDACTED] to manage the sales portion of the business for MTS Auto Sales LLC, in the location being leased by L-town Garage LLC.

[REDACTED] agreed that the owner of L-town Garage LLC, his daughter, was authorized to encumber his time by signing this agreement with MTS Auto Sales LLC.

The claimant acknowledges there was no agreement or documentation between himself and MTS Auto Sales LLC for employment.

The Hearing Officer finds the claimant failed to establish an employment relationship connection between himself and MTS Auto Sales LLC. The arrangement in place was between MTS Auto Sales LLC and L-town Garage LLC. The claimant's relationship was with L-town Garage LLC, acting on their behalf in the contract signed by L-town Garage LLC, not with MTS Auto Sales LLC.

As the claimant is not found to be an employee of MTS Auto Sales LLC, this Department lacks jurisdiction in this matter.

As the claimant is not an employee of MTS Auto Sales LLC, wages cannot be awarded and liquidated damages cannot be assessed.

### **DECISION**

Based on the testimony and evidence presented, as RSA 275:51 V affords the Wage Claim process to employees of employers only, it is hereby ruled that the Wage Claim is invalid due to a lack of jurisdiction by this Department.

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Melissa J. Delorey  
Hearing Officer

Date of Decision: June 21, 2017

Original: Claimant  
cc: Employer

MJD/das