

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



**V**

**Connectleader LLC**

**DECISION OF THE HEARING OFFICER**

**Nature of Dispute:** RSA 275:43 I unpaid wages and commissions

**Employer:** Connectleader LLC, 7 Stiles Rd Ste 102, Salem NH 03079

**Date of Hearing:** December 18, 2017

**Case No.:** 56243

**BACKGROUND AND STATEMENT OF THE ISSUES**

The claimant asserts she is owed \$1,058.64 in unpaid commissions which she argues are due to her after her separation from employment.

The employer denies the claimant is due any further commissions pursuant to the written policy.

**FINDINGS OF FACT**

The claimant worked for the employer from June 12, 2017 through September 29, 2017. She received commissions on a quarterly basis.

The claimant argues she is entitled to the balance of \$1,058.64 in commissions due after her separation from employment. She is aware of the written policy stating they do not have to pay commissions, however, she feels it violates state law.

The employer argues the written policy states commissions are not paid out after separation from employment. She has received all commissions due prior to her separation.

The New Hampshire Supreme Court, in Bryan K. Galloway v. Chicago-Soft, Ltd. 142 NH 752, established a "general rule" regarding commission sales that states, "a person employed on a commission basis to solicit sales orders is entitled to his commission when the order it is accepted by his employer. The entitlement to commissions is not affected by the fact that payment for those orders may be delayed until after they have been shipped. This general rule may be altered by a written agreement by the parties or by the conduct of the parties which clearly (*emphasis in original*) demonstrates a different compensation scheme".

The Hearing Officer finds that the claimant was given a copy of the Master Commission Plan, which she signed June 12, 2017, that informed her that she would not receive commission and bonus after the date of separation from the employer. Because the claimant was given the Master Commission Plan document, the general rule was altered to demonstrate a different compensation scheme. Because of this alteration of the general rule, the claimant fails to prove by a preponderance of the evidence that she is owed the remainder of the commissions on the outstanding sales made prior to her termination.

### **DECISION**

Based on the testimony and evidence presented, as RSA 275:43 I requires that an employer pay all wages due an employee, and as this Department finds that the claimant failed to prove by a preponderance of the evidence that she is owed the claimed commissions/wages, it is hereby ruled that the Wage Claim is invalid.

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Melissa J. Delorey  
Hearing Officer

Date of Decision: December 29, 2017

Original: Claimant  
cc: Employer

MJD/nm