

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

[REDACTED]

**v.**

**Red Robin Gourmet Burgers and Brews**

**Case No.: 101348**

**DECISION OF THE HEARING OFFICER**

**Appearances:** [REDACTED] Claimant - telephonically

**Employer:** Employer – did not appear

**Nature of Dispute:** RSA 275:43 I – Weekly, Unpaid Bonus

**Date of Hearing:** April 19, 2022

**BACKGROUND AND STATEMENT OF THE ISSUES**

The current issue concerns the employer's alleged failure to pay the claimant all the wages due to her. Specifically, the claimant asserts that she is owed wages for a \$400.00 signing bonus.

The claimant filed a Wage Claim with the Department on March 7, 2022 for \$400.00 in unpaid wages. A Notice of Wage Claim was forwarded to the employer on March 8, 2022. The employer failed to respond. The hearing request date was March 25, 2022. Hearing Notices were forwarded to the parties on March 30, 2022.

The employer failed to appear. A review of the file indicated that the notice of hearing was mailed to the employer at the address provided in the original claim and was not returned to the Department as undeliverable. It was therefore determined that the employer received adequate notice of the hearing. After waiting 15 minutes for a delayed arrival or other communication from the employer, the hearing proceeded in their absence, consistent with administrative rule Lab 203.04.

**FINDINGS OF FACT**

The claimant is a 21-year-old woman residing in Nashua, New Hampshire. The claimant worked as a line cook and hostess for the employer from June 14 to September 18, 2021, in Nashua, New Hampshire. The claimant testified that the employer offered a \$400.00 signing bonus if the employee reached 90 days' employment. The claimant worked for the employer for 96 days, testifying that she resigned due to safety concerns at work.

The claimant testified that the bonus policy was communicated to her verbally and in writing on her employment agreement, which was not submitted as evidence. The claimant testified that she asked for the bonus numerous times in writing and verbally during and after her employment with the employer. The claimant testified that she still has not received her 2021 W-2 form and has been unable to file her taxes as a result.

The employer failed to respond and failed to appear. At this point the hearing was concluded.

**DISCUSSION AND CONCLUSIONS**

The claimant has the burden of proof in these matters to show by a preponderance of the evidence that she is owed additional wages. Proof by a preponderance of evidence as defined in Lab 202.05 means a demonstration by admissible evidence that a fact or legal conclusion is more probable than not.

RSA 275:43 I considers bonus pay to be wages, when due, if a matter of employment practice or policy, or both. RSA 275:43 I requires that an employer pay all wages due to an employee within 8 days of the expiration of the work week. The employer did not do so.

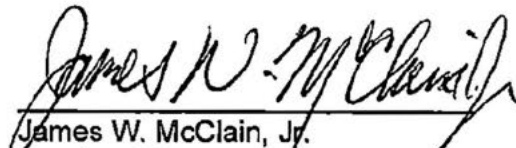
After reviewing the evidence and testimony, the claimant's wage claim with regards to nonpayment of wages is found to be persuasive. Specifically, the claimant testified that she worked a total of 96 days and has not been paid the advertised signing bonus. The claimant was credible, and her testimony is adopted. The claimant is owed wages for the time worked.

**DECISION**

Based on the testimony and evidence presented, as RSA 275:43 I requires that an employer pay all wages due an employee, this Department finds that the claimant proved by a preponderance of the evidence that she was not paid her full wages.

It is hereby ruled that the Wage Claim is **valid** in the amount of \$400.00.

The employer is hereby ordered to send a check to this Department, payable to ██████████ in the total of \$400.00, less any applicable taxes, with a statement of such deductions within 30 days of the date of this Order.

  
James W. McClain, Jr.  
Hearing Officer

Date of Decision: May 2, 2022

Original: Claimant  
cc: Employer

JWM/nd