

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF LABOR  
CONCORD, NEW HAMPSHIRE

██████████  
v.

SIX ANGELS, LLC DBA GREENLAND'S FAMOUS ROAST BEEF  
CASE #62755

DECISION OF THE HEARING OFFICER

**APPEARANCES:** The claimant, ██████████ appeared pro se (telephonically).  
Attorney Michael DiCola represented the employer, Six Angels, LLC DBA Greenland's Famous Roast Beef.

**WITNESSES:** Zeinab Idrissi, for the claimant.  
Robert Skaff, for the claimant.  
Abdullah Alhamden, for the claimant.  
Allal Belrhahia, for the employer.

**NATURE OF DISPUTE:** RSA 275:43 I-Weekly, unpaid wages.  
RSA 279:21 VIII-Minimum hourly rate, unpaid overtime pay.  
Interest.

**DATE OF HEARING:** August 11, 2021

**BACKGROUND AND STATEMENT OF THE ISSUES**

The New Hampshire Department of Labor file reflects that a wage claim in the amount of \$25,220.00 was filed by the claimant on May 23, 2021. A notice of wage claim was mailed to the employer on June 15, 2021. The employer objected to the wage claimant on June 29, 2021. A hearing was scheduled in this matter and a hearing notice was mailed to the parties on July 13, 2021.

A formal hearing was held on August 11, 2021. Live testimony was provided by the claimant and Zeinab Idrissi, Robert Skaff, Abdullah Alhamden, and Allal Belrhahia.

**FINDINGS OF FACT**

The claimant testified that she was a partner for the noticed employer. She explained that the lease for the building was signed in June 2017 and after doing some renovation, the restaurant opened in January 2018. The claimant stated that she was

paid \$13.00 an hour and worked at the restaurant six to seven days a week. She explained that she worked from open (9:30 a.m./10:00 a.m.) to close (8:30 p.m./9:00 p.m.; eleven to twelve hours a day. The claimant stated that she worked this schedule for two and an half years from January 2018 to September 2020, when she quit.

The claimant acknowledged receiving a weekly paycheck, but indicated that she was paid for twenty hours when she worked sixty hours a week. She explained that this was because the rest of the hours went towards thirty percent equity of the business. The claimant indicated that she was the second person in charge of the restaurant.

The claimant submitted copies of work schedules that included her name. The schedules indicated that she was scheduled to work Monday through Friday from nine to close or ten with no end time. The claimant also included copies of text messages requesting food for the restaurant during various times of the day, to include some between 2:00 p.m. and 5:00 p.m. There are also text messages with employees about scheduling.

The claimant testified that her divorce became final in March 2019 and after her husband left the business, Mr. Belrhalla stated that she was the partner.

The claimant stated that she tried to resolve the situation with the employer and also friends of hers tried to solve the issue.

Zeinab Idrissi is the claimant's daughter. She testified that the claimant worked about sixty hours a week and that a babysitter picked her up from school. Ms. Idrissi also worked for the employer at one point.

Robert Skaff is the claimant's fiancé; they first met in September 2019. He explained that the best place to meet the claimant was at the restaurant because of the hours that she worked. He would sometimes meet her at the restaurant around 2:00 p.m. for lunch. He indicated that the claimant worked at the restaurant, made sure things were prepped and stocked; she worked as early as 9:00 a.m. and as late as 9:00 p.m.

Abdallah Alhamden on testified that the claimant was at the restaurant ninety-five percent of the time; she worked a lot of hours. He stated that every time he went in the restaurant, the claimant was there, no matter what time it was. Mr. Alhamden knew that the claimant's ex-husband and Mr. Belrhalla were partners in the business and that the claimant was in charge and instructing people.

Mr. Belrhalla testified that he paid the claimant fully as an employee. He explained that the claimant worked fifteen to twenty hours a week, working a split shift. She would come in in the morning and be there for the lunch shift, working until 2:00 p.m. At which point, she picked up her daughter, did homework with her and then came back to the restaurant around 5:00 p.m. This was her schedule five days a week. Mr. Belrhalla stated that the schedules submitted by the claimant are not his schedule, as

his schedule has logo. He agreed that the claimant had the keys for the safe and business. He testified that this was because she closed at night, but stated that she only open one or two times. Mr. Belrhalia stated that he watched over the business.

The employer submitted documents to include the claimant's weekly hours and earnings from July 11, 2018 to September 2, 2020. The rate of pay is \$13.00 an hour the hours and although the hours do vary, for a majority the claimant was paid for twenty hours per week. The employer also submitted pay stubs for various dates. Also submitted was the claimant's W-2s for the years of 2018, 2019, and 2020.

### **DISCUSSION AND CONCLUSIONS**

The claimant has the burden of proof in this matter to show by a preponderance of the evidence that she is owed the wages claimed. Proof by a preponderance of the evidence is defined in Lab 202.05 as a demonstration by admissible evidence that a fact or legal conclusion is more probably than not.

The employer argued that the claimant has been paid for the hours that she worked as an employee, as is shown by the weekly paycheck she received. The employer highlighted that the claimant represented that she was working for equity, which is beyond wages and an issue that is beyond the scope and jurisdiction of the Department of Labor.

The claimant argued that she was only paid for twenty hours, while she worked sixty hours. She pointed out that she accepted not being paid because she was promised equity in the business, but as that has not happened, she is entitled to be paid.

The claimant was a credible witness and the evidence that she presented, to include the text messages, the wage schedules, and witnesses are found to be supportive of her representation that she worked more than twenty hours a week. It is not disputed that the claimant was paid for twenty hours a week. However, this Hearing Officer can only issue a Decision on wages. Accepting the claimant's representation that she was promised thirty percent equity of the business and did not receive this, this is not the proper venue or forum to address this situation. Again, this Hearing Officer can only make Decisions and orders in regards to wages and the claimant's representation was that she expected thirty percent equity in the business, not wages. There was no testimony or evidence presented that if the claimant did not received the thirty percent equity in the business that she would then be entitled to wages. As such, it is found that the claimant has not met her burden of proof that she is entitled to the claimed wages.

**DECISION**

Based on the evidence and testimony presented, it is determined that the claimant failed to prove by a preponderance of the evidence that she is due the claimed wages. It is hereby ruled that the Wage Claim is invalid.

August 24, 2021  
Date of Decision

Daisy Monge  
Daisy Mongeau, Hearing Officer

DAM/cb