

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF LABOR  
CONCORD, NEW HAMPSHIRE

[REDACTED]  
v.

JENNIFER BALTOUMAS DBA DIAMOND IN THE RUFF

CASE NO. 22-WG-00070

DECISION OF THE HEARING OFFICER

**Appearances:** [REDACTED] the claimant appeared Pro Se.  
The employer did not appear at hearing.

**Nature of Dispute:** RSA 275:57 Reimbursement of Employee Expenses  
RSA 275:44 IV Liquidated Damages

**Employer:** Jennifer Baltoumas DBA Diamond in the Ruff

**Witnesses:** [REDACTED] Claimant

**Date of Hearing:** October 11, 2022

BACKGROUND AND STATEMENT OF THE ISSUES

The claimant filed a wage claim on August 30, 2022, asserting that she is due reimbursement of expenses in the amount of \$2,927.89. The claimant also sought liquidated damages.

The employer was notified by the Department of Labor (DOL) via mailing dated August 31, 2022. There was no response from the employer within the ten-day period provided by statute. This hearing was then scheduled accordingly for review of the claimant's claim for unpaid wages under RSA 275:57 for October 11, 2022 at 9:45 am. The employer did not respond to the request for hearing. The claimant appeared in person at the appropriate date and time. The employer did not send a representative. After waiting 15 minutes as required by the DOL's administrative rules the hearing proceeded in the employer's absence.

FINDINGS OF FACT

Ms. [REDACTED] is a [REDACTED] who began work at Diamond in the Ruff in July of 2021. The company is owned by Jennifer Baltoumas. The company provides pet grooming services. She initially worked as a groomer, and later as a receptionist for the company and was paid a salary of \$705 every week via direct deposit plus tips from customers.

The claimant began paying for supplies for the business in mid-July of 2021. These supplies included but were not limited to shelving, bandana fabric, dog shampoo, and dog toothpaste. Based on the submitted evidence, her total expenditures between July 17, 2021 and May 20, 2022 were \$4,456.91. See page P1.

The claimant did this because she wanted the business to succeed and because she expected to be paid back. The employer began paying the claimant back in cash on March 5, 2022. The payments were made in cash between March 5, 2022 and June 13, 2022 and totaled \$2,940. The employer also attempted to add money into the claimant's paychecks, but the claimant rejected this because that meant she was taxed on the reimbursement. The claimant is still owed \$1,516.91. The claimant was given no explanation as to why the employer did not reimburse her for nearly eight months.

The claimant quit her job with Diamond in the Ruff around June 13 or 14, 2022. She left due to a lack of reimbursement and because she was moved to the reception desk which no longer allowed her to earn tips.

Prior to the hearing, the claimant approached her former employer to settle this matter. Ms. Baltoumas sent another employee out to meet the claimant with two checks. One of the checks was postdated and the total amount offered was far less than the claimant is still owed.

The claimant also mentioned that she was owed wages based on missing credit card tips from her checks. However, this issue was not noticed for this hearing, and it was explained to the claimant that she would need to file a new claim for the missing tips.

### **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 reimbursement for business expenses. 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.

The claimant submitted evidence and testimony that she paid for necessary supplies for her employer and was not fully reimbursed for those expenses. The claimant further argued that she made attempts to come to an agreement with her former employer to be paid without success. The claimant finally argued that she should be paid liquidated damages in the amount of \$4,456.91.

Regarding the reimbursement, the claimant testified credibly to the facts above. She further submitted proof in the form of receipts as well as a spreadsheet. Overall, there has been a lack of response from the employer here to refute the claimant's position. The employer did not respond to the notice of wage claim sent by the DOL. Finally, the employer did not appear at hearing to dispute the claimant's contentions with evidence or testimony. As such the claimant has met her burden that she is owed \$1,516.91 in reimbursable expenses.

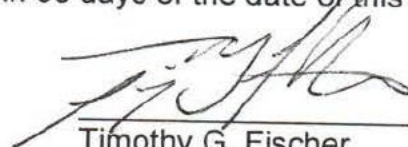
Regarding the claim for liquidated damages, RSA 275: 44 IV states: "If an employer willfully and without good cause fails to pay an employee wages as required under paragraphs I, II or III of this section, such employer shall be additionally liable to the employee for liquidated damages in the amount of 10 percent of the unpaid wages for each day except Sunday and legal holidays upon which such failure continues after the day upon which payment is required or in an amount equal to the unpaid wages, whichever is smaller; except that, for the purpose of such liquidated damages such failure shall not be deemed to continue after the date of filing of a petition in bankruptcy with respect to the employer if he is adjudicated bankrupt upon such petition."

In this case, the claimant began paying for necessary supplies for her employer out of pocket in July of 2021. Her employer did not begin reimbursement payments until March 5, 2022, nearly eight months later. It is not reasonable for the employer to withhold reimbursement for such a long time without some type of written agreement in place specifying this. The employer should have been paying the claimant back as soon as possible or at the very least kept the employee apprised of the status of reimbursements.

### DECISION

Based on the evidence and testimony presented, the claimant has showed by a preponderance of the evidence that she paid for supplies for her employer and was not properly reimbursed. It is found that the claim for reimbursement of expenses is **valid**. Additionally, the claimant has proven by a preponderance of the evidence that she is owed liquidated damages. It is also found that the claim for liquidated damages is **valid**.

The employer is ordered to send a check in the amount of \$5,973.82 (\$1,516.91 in outstanding reimbursement and \$4,456.91 in liquidated damages) to this Department payable to [REDACTED] within 30 days of the date of this order.



Timothy G. Fischer  
Hearing Officer

Date of Decision: October 24, 2022

TGF/nd