

RE: Endeavouring to Resolve Day One Christian Ministries Issue between Management Council and James Holmes--Dr Jim Winter (followup 20170111)

Dear Dr Jim Winter (and each of the Day One Management Council members), COPY TO *INDIVIDUALLY SENT TO EACH MEMBER OF THE COUNCIL*

As we move forward into 2017, we are now nearing the three-year anniversary of my services of Day One Christian Ministries having been terminated, April 1st.

In the last three years, I have sought repeatedly (and, I trust, in a gracious tone and a Christlike spirit) to achieve resolution to the way my employment was ended, and the deeply problematic and highly unethical actions you have taken to which I have drawn your attention. Each of you is fully aware of these communications as they have been acknowledged on your behalf by Chairman Dr Jim Winter.

Your last two responses to my most recent communication to you, sent November 3rd, followed up 17th and January 11th, do not indicate a date by which the council plan to respond to me, notwithstanding my request to know at least an approximate timeframe.

I had hoped that the Lord would put it in your heart to respond to me and to find a way of putting right the wrongs that you have done to me and my family. I wish I could be confident to interpret your silence in this way. However, your lack of response seems to indicate otherwise. As a courtesy to you, I shall wait until April 1st 2017, and, should it still be apparent by that time that you do not intend to work on resolving this in a biblical manner (as brothers in Christ should be able to), I shall take further action.

For your ease of reference, key considerations and my concerns may be viewed on my website at this link: <http://www.blogspot52.com/dayone20161102/> Since I opened this link, I have added further content and I will be updating information there from time to time.

Kindly confirm that you safely receive this message.

Yours sincerely,

James Holmes

From: drjimwinter@aol.com [<mailto:drjimwinter@aol.com>]

Sent: Tuesday, January 17, 2017 2:56 AM

To: Jim Holmes (private ATT)

Subject: RE: Endeavouring to Resolve Day One Christian Ministries Issue between Management Council and James Holmes--Dr Jim Winter (followup 20170111)

Dear James Holmes

I have received your message.

Yours sincerely

Jim Winter

Sent from [Mail](#) for Windows 10

From: [Jim Holmes \(private ATT\)](#)

Sent: 11 January 2017 16:10

To: drjimwinter@aol.com

Subject: RE: Endeavouring to Resolve Day One Christian Ministries Issue between Management Council and James Holmes--Dr Jim Winter (followup 20170111)

Dear Dr Jim Winter and Day One Management Council,

Now that we are into 2017, I thought I would enquire as to when you may be planning to respond in greater detail to my message to you of November 3rd 2016 below. I should be grateful if you would let me have an anticipated date by which I may expect to hear from you.

I thought it important to mention to you that, for the time being, I am keeping the page on my website live, <http://www.blogspot52.com/dayone20161102/>, for the ease of reference of yourselves and other interested or involved parties. On the page, you will see that I have summarized key details and provided links to three files, that is, **Documents A, B, and C**, these being documents that comprise important aspects of our correspondence (especially B and C) that I believe will be helpful for individual members of the council to be aware of and familiar with.

I should be grateful if you could confirm safely receiving this message. Thank you.

Yours sincerely,

James Holmes

From: drjimwinter@aol.com [<mailto:drjimwinter@aol.com>]

Sent: Monday, November 21, 2016 2:40 AM

To: Jim Holmes (private ATT)

Subject: RE: Endeavouring to Resolve Day One Christian Ministries Issue between Management Council and James Holmes--Dr Jim Winter

Dear James Holmes

I have received your email.

The Council will get back to you in due course.

Yours sincerely

Jim Winter

Sent from [Mail](#) for Windows 10

From: [Jim Holmes \(private ATT\)](#)

Sent: 17 November 2016 17:08

To: ['James Winter'](#)

Subject: FW: Endeavouring to Resolve Day One Christian Ministries Issue between Management Council and James Holmes--Dr Jim Winter

Dear Rev Dr Jim Winter

I should be grateful if you would confirm that you safely received this communication sent to you two weeks ago, and copied to members of the Day One management council.

If you would also guide me as to approximately when I may expect a response from you, I should appreciate that.

Thank you.

Yours sincerely

James Holmes

From: Jim Holmes (private ATT) [<mailto:jameswholmes@att.net>]

Sent: Thursday, November 03, 2016 10:57 AM

To: 'James Winter'

Subject: Endeavouring to Resolve Day One Christian Ministries Issue between Management Council and James Holmes--Dr Jim Winter

Dear Rev Dr Jim Winter

Copies to Day One Council members (present and former) to whom this matter relates

Thank you for the letter signed by Mark Roberts on your behalf received by email on April 21st in which you outlined your further thinking with regard to the way in which my employment was terminated.

I note the offer of what you term an *ex gratia* payment of \$20,000, for which you would pay the tax, and that if I were to receive this, you would require an execution of a full release, similar to the one you sent to me previously, in which I would acknowledge that I accepted the said payment in full and final settlement of all claims, if any, that I may have against Day One Christian Ministries.

As I have communicated to each of you in this regard, you will be individually aware that the terms of release proposed to me by your attorneys in 2014 required me to lie—to be knowingly dishonest—and to lie for your benefit. You state that the settlement and release in your April 2016 communication (see <http://www.blogspot52.com/dayone20161102/> **Document A**) would be similar to the one submitted originally. I must stress that I will not be party to dishonesty and I am not prepared to sign a document that you very well know is untrue. (The original document is available for you to view as **Document C** at this link: <http://www.blogspot52.com/dayone20161102/> .)

Moreover, my attorney Mr. Timothy Farr pointed out to you in the letter dated April 22, 2014 that there was a lack of fairness in monetary terms of what you offered to pay me by way of settlement. Your offer then was just over \$13,000 and subject to taxation; the expenses I had already incurred in the matter of relocation (for instance, never receiving a settling allowance), or forfeited in untaken leave, unused repatriation airfares, and in sustaining a workplace injury that has yet to be surgically corrected—all sustained in good service to Day One—came to well in excess of \$70,000. The surgery I require is estimated to cost in the region of \$30,000, and that alone is \$10,000 greater than your offer of an *ex gratia* payment.

Regrettably, the offer of an *ex gratia* payment addresses none of the points in the paragraph above. In fact, the term *ex gratia* presupposes that there is no obligation or liability to me and my family.

I remain shocked and stumbled that it appears that you, as brothers in Christ, are still asking me to lie and that you continue to evade and refuse to answer the specific points I have raised. I wonder that the Lord would ever bless your ministries and the ministry of Day One while there remains unacknowledged sin.

However, I appreciate that you would like this matter to be put behind us; moreover, it is my belief that this would be best for all parties concerned, and most honouring to God. I had always hoped that it would be in your hearts to do what is right before the Lord, and it would certainly be my preference for this matter to be settled privately and without the involvement of others.

I would be prepared to sign a release in which we agreed a full and final settlement, and which would indemnify Day One Christian Ministries from further action on my part. However, it would be essential

- for such a release to be entirely truthful in what is recorded and therefore for the three erroneous assertions summarized in the sub-points immediately below to be corrected:
 - [i] that I was without a workplace injury;
 - [ii] that all leave allocations had been used;
 - [iii] that our parting was by mutual agreement.
- that a realistic revision of a severance payout will be agreed.

With respect to the calculations that would be involved in the second of the main bullet points above, I believe it would be fair for you to be guided by the notes presented by my attorney to your attorneys dated February 18, 2014, that I summarize below my signature in this regard (original document found as **Document B** at this link: <http://www.blogspot52.com/dayone20161102/>). While there may be scope for negotiation on some of the figures, the starting point for such a discussion is \$123,800 plus interest at 4.25% per annum commencing from the date of the termination of my services.

Yours sincerely,

James Holmes

Summary notes from my attorney of February 18, 2014

The full letter is available at this link <http://www.blogspot52.com/dayone20161102/> on my website where the letter may be viewed as a PDF (see **Document B**). In the original letter, Mr. Timothy Farr had outlined some thoughts pertinent to a tradeoff on the monies at the time outstanding against the

mortgage from Day One, but the mortgage, as you are aware, has now been paid in full and with all interest as required.

- Unused annual leave over the course of ten years: twenty weeks—a dollar value of \$22,000
- Unused annual repatriation for family visit to the UK—per two years: \$6,000
- Finance to help settle in the USA (for appliances, household items, etc): \$5,000
- Retirement plan for three years in the USA @ \$3,600 per annum: \$10,800
- Surgical repair to abdominal injury: \$30,000, possibly discounted to \$25,000 as quoted in 2013
- A one-year severance payout of \$50,000

Total for the above is \$123,800 plus 30 months' interest at 4.25% per annum (\$13,153.75 so far) = total \$136,953.75