

Saida Montoya

From: Eve Murphy [emurphy@dreamstoneinc.com]
Sent: Tuesday, February 23, 2010 8:05 AM
To: Saida Montoya
Cc: 'Dan Goodwin'
Subject: RE: [REDACTED]/Craig Buckley - Complaint 0573-10 and 0444-10
Attachments: craig 2007.PDF; craig 2.21.10.PDF

COPY

Dear Saida:

In answer to your email of Feb. 17, 2010, Dream Stone does not have a formal, written, vacation policy and only a very few administrative personnel have been paid for time off at the rate of five days per year. Up until [REDACTED] and Craig Buckley, the administrative staff had been family members. [REDACTED] and Craig came in as the company was expanding. I interviewed [REDACTED], myself, and I remember distinctly that I advised her that in order to be entitled to receive any accrued benefits, including the five days of vacation specifically, the employee must be here a full year and after that year must terminate with appropriate notice or be terminated at will by Dream Stone. [REDACTED] agreed and was thankful to be hired. Scott interviewed Craig and after I made copies of his identification documents for our records, I went over the vacation policy with him to make sure that he understood and agreed. [REDACTED] was present and they both acknowledged that they were aware of the policy, there were no misunderstandings, and each of them told me not to worry about anything having to be written down. They both understood and acknowledged that if they quit prior to the anniversary they were not eligible for vacation pay. I took them at their word as to not having to put the policy in writing. This policy was in effect only for approximately three years and it has been discontinued because of the economy.

[REDACTED]

[REDACTED]

Craig Buckley:

[REDACTED]

2/23/2010

[REDACTED]

Mr. Buckley remained employed from mid December, 2007, until he walked out again while Scott was overseas at the end of September 2008. Again he claimed he had been mistreated. He had not accumulated enough time on the job to accumulate vacation benefits, and he did not ask for those benefits when he left or when he filed his application for unemployment benefits. I have attached documents from his filing, and our response to the notification that he filed for unemployment (see pdf file "craig 2.21.10"). You will notice that he has checked that he did not receive vacation pay. All during the unemployment process the issue of vacation pay was never brought up. Mr. Buckley is well aware that he is owed no vacation pay, and this is part of his ongoing harassment of our company.

In summary, if you check your records, you will see that [REDACTED] and Mr. Buckley are the only two ex-employees of Dream Stone who have ever filed claims for vacation pay, and they are claiming payment for hours that are clearly not due them. In addition, they have included these claims as part of the lawsuit that they have filed in the Weld County District Court. Just so you know, over the past few months, [REDACTED]

If this explanation is not sufficient for your purposes, please advise, and we will provide further information.

Eve Murphy
Dream Stone, Inc.

From: Saida Montoya [mailto:Saida.Montoya@state.co.us]
Sent: Wednesday, February 17, 2010 1:56 PM
To: Eve Murphy
Subject: RE: Pam Reynolds/Craig Buckley - Complaint 0573-10 and 0444-10

Good afternoon Eve,

I reviewed your submission in its entirety and noticed that you did not mention whether Dream Stone has a policy that outlines **how/if** accrued vacation time is paid out at the time of termination. If a policy is in existence, please provide it to my office for review. If there is no vacation policy, please provide me with a statement indicating **how/if** previous employees who have terminated employment with your company have been compensated accrued/earned vacation time.

Please note that C.R.S. 8-4-101(8)(a)(III) defines wages as, "Vacation pay earned in accordance with the terms of any agreement. If an employer provides paid vacation for an employee, the employer shall pay upon separation from employment all vacation pay earned and determinable in accordance with the terms of any agreement

2/23/2010