

[REDACTED]

Craig Buckley was employed on two separate occasions by Dream Stone. The first occasion was from July 2, 2006, to December 6, 2007. Mr. Buckley did take a paid vacation right after the beginning of his second year of employment during the week of July 29, 2007, through August 4, 2007. Mr. Buckley quit his job on December 6, 2007. Since he had already taken his vacation in his second year of employment, he was not entitled to vacation benefit accumulation.

Mr. Buckley was rehired on December 11, 2007, and continued his employment until October 3, 2008. When he was rehired in December, 2007, Mr. Buckley was advised that the only way that the company would take him back was on the basis that he was a brand new employee without entitlement to vacation in the first year of his employment. He agreed to that provision. When Mr. Buckley quit his job again on October 6, 2008, he was not entitled to any vacation accumulation benefit for two reasons: (a) he had not worked for a full year, and (b) he quit his job without notice to the company.

All of this information is confirmed in the exhibits that have been tendered to you by Dream Stone. Mr. Buckley has contended that his employment was continuous from July, 2006 through October, 2008. Exhibit 1, attached hereto, is a letter that Mr. Buckley tendered to Dream Stone when he quit his job on December 6, 2007. Exhibit 2 is the letter Mr. Buckley tendered to Dream Stone on December 10, 2007, requesting that he be reinstated as an employee and apologizing for the statements and demands he made in Exhibit 1. These letters clearly reflect that he was hired, that he left the job of his own will, and that he was then rehired after his written apology to the company and its managers and employees. Dream Stone has been consistent with its unwritten vacation policy since January, 2006.

Mr. Buckley may argue that his employment was continuous because he was not taken off the health insurance benefit when he quit in December, 2007. This argument fails for two reasons: (a) Dream Stone provided insurance for families; [REDACTED] was still employed and Mr. Buckley would have been covered as part of the family; and (b) the break in employment was less than one week and there really was not enough time to complete the necessary paperwork to accomplish the task.

Exhibit 3 contains the paychecks of Mr. Buckley and [REDACTED] for the vacation pay that they received for the period of July 29, 2007 through August 4, 2007. Mr. Buckley and [REDACTED] were living together during the entire time that they worked for Dream Stone and the company allowed them to take their vacation at the same time. The records will reflect that at the time the vacation was taken, [REDACTED] had worked for the company for 19 months and Mr. Buckley had worked for the company for just over 12 months.