EXHIBIT A

IN THE COMMONWEALTH OF PENNSYLVANIA

MICHAEL WASNETSKY,	:	IN THE COURT OF COMMON PLEAS
	:	OF LACKAWANNA COUNTY
Plaintiff,	:	
v.	:	
	:	
BELRON US, INC.,	:	CIVIL ACTION - LAW
	:	
Defendant.	:	No. 09-CV-5939

NOTICE

[redacted]

the claims set forth in the following pages, you must take certain action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff(s). You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Pa. Lawyer Referral Service	Northeastern Pennsylvania
P.O. Box 1086 Harrisburg, PA 17108 Pa. Residents Telephone: 1-800-692-7375 Out of State Residents Telephone: 1-717-238-6715	Legal Services, Inc. Ste. 200, Scranton Elec. Bldg. Scranton, PA 18503 Telephone: (570) 342-0184

IN THE COMMONWEALTH OF PENNSYLVANIA

MICHAEL WASNETSKY,	:	**IN THE COURT OF COMMON PLEAS**
	:	**OF LACKAWANNA COUNTY**
Plaintiff,	:	
v.	:	
	:	
BELRON US, INC.,	:	**CIVIL ACTION - LAW**
	:	
Defendant.	:	**No.** 09-CV-5938

MARY F. RINALDI
LACKAWANNA COUNTY
2009 SEP 11 P 1:10
CLERK OF JUDICIAL RECORDS
CIVIL DIVISION

COMPLAINT

Plaintiff Michael Wasnetsky ("Mr. Wasnetsky") by and through his undersigned counsel, hereby complains of Defendant Belron US, Inc. ("Defendant") as follows:

PARTIES

1. Mr. Wasnetsky is an adult individual residing at 187 Spruce Street, Archbald, Pennsylvania 18403.

2. Defendant is a Delaware business corporation which its principal place of business located in Columbus, Ohio and is authorized to do business in the Commonwealth of Pennsylvania.

VENUE

3. Mr. Wasnetsky incorporates each and every of the preceding paragraphs as if set forth at length.

4. Venue is proper in Lackawanna County under Pennsylvania Rule of Civil Procedure 1006(a)(1).

FACTUAL ALLEGATIONS

5. Mr. Wasnetsky incorporates each and every of the preceding paragraphs as if set forth at length.

6. On or about August 19, 2005, Mr. Wasnetsky executed an employment agreement ("Employment Agreement") with Diamond Triumph Auto Glass ("Diamond"). (A true and correct copy of the Employment Agreement is attached hereto as Exhibit 1).

7. In 2008, Defendant acquired substantially all of the assets of Diamond and Mr. Wasnetsky because of an employee of Defendant.

8. On or about August 1, 2008, Mr. Wasnetsky resigned from his employment by Defendant.

9. In connection with his resignation, Defendant and Mr. Wasnetsky executed a separation agreement on or about August 18, 2008 (the "Separation Agreement"). (A true and correct copy of the Separation Agreement is attached hereto as Exhibit 2).[1]

10. Pursuant to the Separation Agreement, Defendant promised to pay Mr. Wasnetsky separation payments totaling $111,800.00 payable in fifty-two consecutive weekly payments of $2,150.00.

11. Mr. Wasnetsky in turn promised to comply with all past-employment restrictions contained in the Employment Agreement.

12. Unfortunately, Defendant's promise was false. Rather, after only 4-5 weekly payments and without justification,

[1] Mr. Wasnetsky does not have an executed copy of the Separation Agreement as at the instruction of Defendant, he returned all such copies to it.

Defendant stopped and refused and continues to refuse to make the promised separation payments.

COUNT I
BREACH OF CONTRACT

13. Mr. Wasnetsky incorporates each and every of the preceding paragraphs as if set forth at length.

14. Mr. Wasnetsky at all times material hereto complied with his obligations under the Employment Agreement and the Separation agreement.

15. Defendant has no valid justification for ceasing Mr. Wasnetsky's separation payments.

16. As a result of Defendant's breach of contract, Mr. Wasnetsky has suffered damages.

WHEREFORE, Mr. Wasnetsky demands judgment in his favor against Defendant for all amounts due and owing under the Separation Agreement, reasonable attorneys' and such other and further relief as this Court deems just and proper.

Respectfully Submitted,

John G. Dean
Attorney ID No. 76168
ELLIOTT GREENLEAF & DEAN
201 Penn Avenue, Suite 202
Scranton, Pennsylvania 18503
Phone: (570) 346-7569
Fax: (570) 969-2890

Attorneys for Plaintiff

DATED: September 11, 2009

VERIFICATION

I, Michael Wasnetsky, certify and affirm that the statements contained in the foregoing complaint are true and correct to the best of my knowledge information and belief, and are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsifications to authorities.

Michael Wasnetsky

DATED: September 11, 2009

EXHIBIT 1

EMPLOYMENT COMPENSATION AGREEMENT AND AGREEMENT NOT TO COMPETE, SOLICIT AND DISCLOSE CONFIDENTIAL INFORMATION

This is an Agreement made on August 1, 2005
Between Diamond Triumph Auto Glass, Inc. ("Diamond")
And Mike Wasnetsky (the "Associate")

1. Background. Diamond Triumph Auto Glass, Inc., is in the business of distributing, selling and installing glass for all types of vehicles and other non-automotive applications along with certain accessories and ancillary products. Diamond has developed and uses in its business certain processes, methods and systems, sources of supply, and sales and marketing techniques and has customer lists, files, records, pricing information, sales plans, business plans and other business information that are confidential and proprietary that Diamond believes are valuable and useful in its business and enable it to operate successfully (such information is collectively referred to in this Agreement as the "Diamond System"). The Associate has current employment with Diamond and desires to continue such employment. Diamond may have disclosed to the Associate in the past certain parts of the Diamond System and will disclose to the Associate more of the Diamond System and improvements thereto in the future. Diamond and the Associate are entering into this Agreement to provide reasonable restrictions on (i) the Associate's activities that compete with the business of Diamond, (ii) the disclosure of any part of the Diamond System, whether now known by the Associate or hereafter disclosed, to persons who are not employees of Diamond, and (iii) the use of the Diamond System by the Associate other than in the business of Diamond. It is understood and agreed, however, that the restrictions set forth in Paragraph 4B shall not apply to information obtained by the Associate prior to his employment by Diamond or that is or becomes generally known within the automotive glass replacement industry through no fault of the Associate.

2. Necessity for Agreement. The Associate acknowledges and agrees that the Diamond System is a valuable business asset; that there are significant and necessary reasons for entering into this Agreement; and that this Agreement is necessary to protect the legitimate interest of Diamond

3. Consideration for Agreement - The consideration to the Associate for this Agreement is (i) the promotion to the position of Regional Operations Manager; (ii) an additional weekly base salary increase of $100 per week; (iii) the inclusion of an incentive compensation arrangement, as set forth on Exhibit A, which gives the Associate the opportunity to earn additional compensation in excess of the Associate's weekly base salary; (iv) the award of certain stock options in the Diamond Triumph stock Option Plan as set forth in the Management Stock Option and Stockholder Agreements and ancillary documents attached to this agreement as Exhibit B and incorporated by reference to this agreement. The Associate acknowledges that although certain stock option awards were dated September 16, 1998 and August 15, 2000, respectively, the Associate was not entitled to such award as there was no execution of a Non-Compete Agreement contemporaneously with the award of those stock options; and (v) a separation payment which would be triggered upon termination of the Associate's employment to consist of one year's gross salary payable on a weekly basis in accordance with the Company's standard payroll practices, the gross amount of which would be subject to standard payroll tax withholdings in compliance with state and federal requirements, and will be

Company manuals or statements of policy, which violation continues after notice thereof is given to the Employee by the Board of Directors of the Company (viii) engaging in any conduct which is materially injurious or materially damaging to the Company or the reputation of the Company.

B. Agreement Not to Disclose Confidential Information. The Associate shall not at any time, during or after the term of the Associate's employment by Diamond, disclose, declare, or reveal to any person, or in any way use for Associate's own profit, gain, or benefit, all or any part of the Diamond System, which the Associate acknowledges for purposes hereof consists of all information regarding the business methods, systems, processes, business plans, customers, pricing, costs, sources of supply, and other information about the products, customers, suppliers, marketing plans and business of Diamond. It is understood and agreed, however, that the restrictions set forth in this Paragraph 4B shall not apply to any part of the Diamond System that was known to the Associate prior to his employment by Diamond or that is or becomes generally known within the automotive replacement industry through no fault of the Associate.

C. Scope of Restrictive Covenants. The Associate shall not engage in any competitive activity prohibited by Paragraph 4A within the same geographic area(s) or within fifty (50) miles of any location or geographic area to which the Associate was assigned at the time of, or at any time during the twelve (12) month period immediately preceding, the termination of the Associate's employment. The Associate acknowledges that the period of restriction and geographic areas of restriction imposed by the provisions of this Agreement are fair and reasonable and are reasonably required for the protection of Diamond. In the event that any of the provisions of this Agreement relating to the geographic area of restriction or the period of restriction shall be determined by a court of competent jurisdiction to exceed the maximum area or period of time that such court would deem enforceable, the geographic area of restriction and the period of restriction shall, for the purpose of this Agreement, be reduced to the maximum area or period that such court would deem valid and enforceable.

5. Remedies. The Associate hereby acknowledges and confirms that the breach of this Agreement would cause immediate and irreparable injury, loss, and damage to Diamond and that an adequate remedy at law for such injury, loss, or damage may not exist. Therefore, the Associate agrees that, in the event of any such breach, Diamond shall be entitled to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and permanent injunctive relief or enforce any provision hereof, without the necessity of proof of actual injury, loss, or damage or notice to the Associate.. No remedy conferred upon Diamond by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing in law, in equity, or by statute.

6. Employment-at-Will. This Agreement is not intended to create, and should not be interpreted to create, an employment contract for any specific period of time between Diamond and the Associate. Regardless of any statement contained in the Agreement, Diamond has the right to terminate the Associate's employment at any time, for any reason, with or without cause or notice. The Associate and Diamond acknowledge that Diamond reserves the right to adjust the Associate's responsibilities, as deemed necessary by business factors including, but not limited to changes in the Associates workload and branch responsibilities.

7. Severability. If any of the covenants contained herein or any part thereof are hereafter construed to be invalid or unenforceable, the remainder of this Agreement and any application of the other provisions of this Agreement shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

[redacted] This Agreement contains the entire agreement of the parties

Exhibit A
Incentive Compensation Formula:

If the NBOI (Net Branch Operating Income) for the following Diamond Triumph locations:

City	State	City	State
HAGERSTOWN	MD	LEBANON	PA
CUMBERLAND	MD	LANCASTER	PA

The Associate and Diamond acknowledge that Diamond reserves the right to adjust the Associate's incentive compensation package, as deemed necessary by business factors including but not limited to changes in the Associate's workload and branch responsibilities.

The Associate and Diamond acknowledge that the Associate will only be entitled to additional compensation for the period during which they were employed/worked during the relevant calculation period. For instance, if an Associate was only employed/worked 15 days during the month of July, the Associate would only be entitled to a prorate share equal to 50% (15 days/31 days) of the calculated additional compensation. In addition, the Associate must be employed by Diamond when additional compensation payments are disbursed to be entitled to receive this additional compensation payment.

THE ASSOCIATE:

Signature: [illegible]

Name: Michael [illegible]

Date: 8/19/05

Witness: [illegible]

DIAMOND TRIUMPH AUTO GLASS, INC.

By: [illegible]

Title: Pres-CEO

Date: 8/19/05

Witness: [illegible]

EXHIBIT 2

August 18, 2008

SEPARATION AGREEMENT

AGREEMENT dated as of _____, _____, between Belron US Inc., a Delaware corporation ("Belron US"), and Michael Wasnetsky (the "Associate").

WHEREAS, the Associate and Diamond Triumph Auto Glass, Inc. ("Diamond")executed an Employment Compensation And Agreement Not To Compete, Solicit And Disclose Confidential Information on August 19, 2005 ("August 19, 2005 Agreement");

WHEREAS, effective July 1, 2008, Belron US assumed all rights of Diamond under the August 19, 2005 Agreement;

WHEREAS, the Associate and Belron US have mutually agreed that the Associate's employment terminated on August 1, 2008 (the "Termination Date"); and

WHEREAS, under the terms of the August 19, 2005 Agreement, the Associate's right to receive certain consideration is contingent upon the Associate executing and delivering a release;

NOW, THEREFORE, in consideration of the respective agreements of the parties contained herein, as well as the consideration set forth in the August 19, 2005 Agreement, and subject to the conditions set forth herein and the August 19, 2005 Agreement, the parties hereto acknowledge and agree as follows:

1. Separation Payment. On the terms and subject to the conditions contained in this Agreement, as well as those set forth in the August 19, 2005 Agreement, including but not limited to, the release contained in Section 6 hereof, Belron US will pay the Associate severance in the amount of One Hundred Eleven Thousand Eight Hundred 00/100 dollars ($111,800.00), payable in 52 consecutive weekly payments of Two Thousand One Hundred Fifty and 00/100 dollars ($2,150.00), one week in arrears, minus any income taxes or other amounts required by law to be withheld therefrom. Such payments shall commence on the first regular payday

4. Employee Conduct and Confidentiality. The Associate will not make any defamatory, disparaging, or public statement (or publish or disseminate under circumstances reasonably likely to result in such statement being published) about Belron US, or any employee or affiliate of Belron US or any of its officers, that adversely affects or otherwise maligns the business or reputation of Belron US or any affiliate thereof. Associate agrees that in addition to any other obligations the Associate may have under this Agreement, regardless of the circumstances of the termination of the Associate's at-will employment with Belron US, Associate will not communicate to any person, firm, corporation, or authority any information relating to Belron US's business including, but not limited to, customer lists, prices, trade secrets, methods, strategies, plans, processes, procedures, financial data, litigation plans or strategies, or any confidential information or knowledge which Associate [illegible] execution of this

business relationship invasion

(a) if to the Associate, addressed to the Associate at the Associate's most recent address as provided to Belron US in writing;

(c) to such other address as any party may have furnished to any other in accordance herewith.

12. Miscellaneous. No provision of this Agreement may be modified or discharged unless such modification or discharge is agreed to in writing and signed by the Associate and Belron US. No provision of this Agreement may be waived unless such waiver is in writing and signed by the party to be charged therewith. No waiver by either party hereto at any time of any breach by the other party hereto of any provision of this Agreement to be performed by such other party shall be deemed a waiver of any other provisions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any party that are not expressly set forth in this Agreement.