

EXHIBIT 1

VIRGINIA:

IN THE CIRCUIT COURT FOR FAIRFAX COUNTY

FILED
CIVIL INTAKE
2012 APR -4 PM 12:14
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

Robert Kenneth Staples, Jr.
3020 Chelsea Road
West Point, VA 23181

PETITIONER

v.

Guardian Auto Glass, LLC
600 Lakeview Plaza Blvd
Worthington, Ohio 43085

Case No. 2012-05187

Serve: Registered Agent
CT Corporation System
4701 Cox Road
Suite 301
Glen Allen, VA 23060-6802

RESPONDENT

PETITION FOR DECLARATORY JUDGMENT

Pursuant to §8.01-184, Code of Virginia, 1950, as amended, Petitioner Robert Kenneth Staples, Jr. moves this Honorable Court for the entry of an order declaring the Invention Disclosure, Confidentiality, and Non-Competition Agreement and amendment thereto invalid and unenforceable under the laws of the Commonwealth of Virginia. In support thereof, the Petitioner states as follows:

1. The Petitioner is an adult resident of the Commonwealth of Virginia, currently residing at 3020 Chelsea Road, West Point, VA 23181.

2. The Petitioner commenced employment on April 2, 2012 with Glass

American, Inc. with location at 4400 W. G. S. Highway, Suite 200, Falls Church, Virginia

of Virginia (the "Glass America Locations").

3. The Respondent Guardian Auto Glass, LLC ("Guardian") is a

Competition Agreement.

6. Petitioner executed the Non-Competition Agreement in the Commonwealth of Virginia.

7. The Non-Competition Agreement provides, in pertinent part, as follows:

9.a. That while I am employed or otherwise engaged with the Company, I will not engage in any employment, consulting, or other activity in any business competitive with the Company without the Company's written consent. If I have been employed by the Company in a capacity in which I was exposed to Confidential Information, for a period of six (6) months after termination of my employment or other engagement by the Company I shall not directly or indirectly engage in any activities for or provide any services to a Competitor located within a 100-mile radius of any location of the Company from which I worked or had responsibilities in any capacity at any time during my employment or other engagement by the Company."

8. The Glass America Locations are within a 100 mile radius of the location where the Petitioner used to work while at Guardian Auto Glass.

9. In reliance upon the terms of the Non-Competition Agreement

Petitioner's current employer. A copy of the Letter is attached hereto and incorporated herein as Exhibit B.

10. Although the Petitioner believes the Non-Competition Agreement is clearly unenforceable under Virginia law, the Cease and Desist Letter has had an intended chilling effect on the Petitioner in that the Petitioner does not wish to risk a large damage award for violating the terms of the Non-Competition Agreement and cannot afford to litigate this case in the Courts of the State of Michigan, roughly 400 miles away. In filing this suit, Petitioner seeks relief from the uncertainty and insecurity attendant upon the claims made by the Respondent in the Cease and Desist Letter.

11. The Petitioner has filed this suit for a declaration of his rights as the Petitioner believes that the Non-Competition Agreement is unenforceable as to him in that by its very terms, it prohibits employment of the Petitioner in ANY CAPACITY. For example, by its terms, the Non-Competition Agreement would prohibit the Petitioner from working as a cleaner, janitor or night watchman for any of the Respondent's competitors. The Virginia Supreme Court has consistently assessed the function element of provisions that restrict competition by determining whether the prohibited activity is of the same type as that actually engaged in by the former employer. There simply is no legitimate business reason for the inclusion of such an all encompassing functional restriction in the Non-Competition Agreement.

12. The Non-Competition Agreement, the Cease and Desist Letter and the Respondent's threatened lawsuit in the courts of Michigan under the laws of

Michigan seek to usurp both Virginia law and the jurisdiction of the courts of the Commonwealth of Virginia over the enforcement of restrictions on competition allegedly occurring by a Virginia citizen's conduct wholly within the Commonwealth of Virginia pursuant to a Non-Competition Agreement executed

and blatant affront to this Court, the laws of the Commonwealth of Virginia and the Commonwealth's public policy.

13. An actual and justiciable controversy exists between the Petitioner and the Respondent with respect to the validity and enforceability of the Non-Competition Agreement.

WHEREFORE, Petitioner Kenneth Staples moves this Honorable Court for the entry of an order declaring the Non-Competition Agreement invalid and unenforceable under the laws of the Commonwealth of Virginia, together with an



David R. Mahdavi

Virginia State Bar No. 27417

Michael A. Fracassi

Virginia State Bar No. 28638

Lachina C. Dovodova

Virginia State Bar No. 70957

FRACASSI MAHDAVI

SISSMAN & RAND LLP

1890 Preston White Drive

Suite 100

Reston, Virginia 20191-5430

Tel: (703) 790-4900

Fax: (703) 790-1676

Counsel for Petitioner

EXHIBIT A

**Guardian Auto Glass, LLC and Affiliates
Invention Disclosure, Confidentiality, and
Non-Competition Agreement**

TO: Ken Staples Jr.
Name

[REDACTED]
Social Security Number

Almost every company, including Guardian Auto Glass, LLC and its subsidiaries and affiliates (collectively, "the Company"), has information not generally known outside the company. To conduct business, many employees and contractors hired by the Company must have access to such information. At times employees and/or contractors may

[REDACTED]

outside the Company nor use it for myself or for others. Exception to this requirement may be made only with Company permission granted by an officer of the Company in writing.

2. That I hereby assign to the Company all right, title and interest in all Inventions and/or Creative Works. Such Inventions and/or Creative Works are understood and agreed to be, and are by this Agreement expressly made to be, the exclusive property of the Company.

3. That I shall disclose promptly and fully to the Company and its attorneys all Inventions and Creative Works. I shall assist the Company and its agents to prepare patent applications, both United States and foreign, covering any Invention and to prepare copyright applications, both United States and foreign, covering any Creative Work. I shall promptly review, execute and deliver all such applications and assignments to the Company, and promptly give all information and testimony, sign all papers, and do all things which may be needed or requested by the Company to enable the Company to obtain, extend, reissue, maintain and enforce United States and foreign patents covering any Invention, to obtain and enforce United States and foreign copyright registrations covering any Creative Work, or otherwise to evidence the Company's ownership of Inventions and Creative Works.

4. That, in the event that the Company is unable for any reason to secure my signature on any document required to apply for, renew, extend, continue, or execute any patent, copyright or other applications with respect to any Inventions or Creative Works, I hereby irrevocably appoint the Company and its authorized agents as my agents and attorneys-in-fact to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, trademarks, copyrights or other rights with the same legal force and effect as if signed by me. The Company shall bear all expenses incurred in obtaining, extending, reissuing, maintaining and enforcing such rights and in vesting and perfecting title to them in the Company and shall pay all reasonable expenses in connection therewith that I incur at the Company's request.

5. That except as set forth on Attachment A, I do not have any ownership interest in any patent, patent application, or unpatented invention that relates in any way to the business interests of the Company. If I fail to identify on Attachment A all such ownership interests at the time I sign this Agreement, I hereby waive my right to assert any rights to such patents, patent applications, or unpatented inventions.

6. That nothing in this Agreement constitutes an employment contract or a promise of continued employment or engagement by the Company. This Agreement does not in any way restrict my right or the right of the Company to terminate my employment or engagement at any time, for any reason, or for no reason.

7. That the provisions of this Agreement shall survive and be fully effective after my employment or other engagement with the Company ends, and shall be binding upon me and upon my heirs, executors, administrators and other legal representatives. This Agreement is the entire agreement between the Company and me, and supersedes all prior agreements and understandings, oral and written, between us with respect to confidentiality. The waiver by the Company of a breach of any provision of this Agreement by me will not operate or be construed as a waiver of any other or subsequent breach by me. No oral waiver will be effective under any circumstances.

8. That the provisions of this Agreement are reasonable in duration, territory and scope of activity, and that my engaging in any service or activity proscribed under Paragraph 9 would jeopardize the Company's Confidential Information. The Company and I intend that all provisions of this Agreement be enforceable to the fullest extent permitted by law. If any provision of this Agreement or its application to any person or circumstances is, to any extent, construed to be illegal, invalid or unenforceable in whole or in part, then such provision shall be construed so as to permit its enforceability to the fullest extent permitted by law. In any case, the remaining terms of this Agreement or their application to any person or circumstance other than those which have been held illegal, invalid or unenforceable shall remain in full force and effect.

9. a. That while I am employed or otherwise engaged with the Company, I will not engage in any employment, consulting, or other activity in any business competitive with the Company without the Company's written consent. If I have been employed by the Company in a capacity in which I was exposed to Confidential Information, for a period of six (6) months after termination of my employment or other engagement by the Company I shall not directly or indirectly engage in any activities for or provide any services to a Competitor, wherever located.

b. A Competitor, as used in this Agreement, means any person or organization engaged in (or

which has plans to become, within six (6) months after the termination of my employment or other engagement with the Company, engaged in), research or development, production, marketing, leasing, selling or servicing of any product, process, system or service of any person or organization other than the Company in existence or under development, which is the same as or similar to or competes with a product, process, system or service upon which I worked in any capacity at any time during my employment or other engagement by the Company.

c. The Company may, at any time and in its sole discretion, give written approval to engage in activities or to perform services which would otherwise be prohibited by this Paragraph.

d. Should I secure employment with, or engage in activities or perform services for, a Competitor of the Company, I shall not solicit or cause to be solicited directly or indirectly any Company employee for employment with, or to engage in activities or perform services for, such Competitor.

10. That upon termination of my engagement with the Company for any reason (whether voluntary or involuntary), and at any other time upon request of the Company, I will meet with representatives of the Company to review the Confidential Information, Inventions, and/or Creative Works of which I have gained knowledge, to discuss the actions on my part that may be necessary to safeguard that information and/or intellectual property, and to promptly deliver to the Company all materials containing or relating to any such information and/or intellectual property, without retaining any copy or extract.

11. That this Invention Disclosure and Confidentiality Agreement will be governed, construed and interpreted according to the laws of the State of Michigan and that any legal proceeding in connection with the enforcement of this Agreement may be brought in any of the courts of the State of Michigan and in any of the courts of the United States of America in the State of Michigan. I hereby irrevocably waive any objection which I might now or hereafter have to the above mentioned courts as the forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and I agree not to claim that any such court is not a convenient or appropriate forum.

12. That I have read and understand the above, and agree to abide by the requirements of the Company stated here. Further, I represent and warrant that my employment or other engagement does not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment or engagement with the Company. I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or other person or entity.

11/11/10
Date

R. Ken Stapleton
Signature

**Attachment A to
Guardian Auto Glass, LLC and Affiliates
Invention Disclosure, Confidentiality, and
Non-Competition Agreement**

Name: Ken Staples Jr.

The following is a complete list of all patents, patent applications, or unpatented inventions in which I claim an

[Redacted content]

**Amendment to
Guardian Auto Glass, LLC and Affiliates
Invention Disclosure, Confidentiality, and
Non-Competition Agreement**

TO: Ken Staples Jr.
Name

[REDACTED]
Social Security Number

1. Section 9.a. of the Guardian Auto Glass, LLC and Affiliates Invention Disclosure, Confidentiality, and Non-Competition Agreement (the "Agreement") signed by you on November __, 2010 is now restated to read as follows:

"9. a. That while I am employed or otherwise engaged with the Company, I will not engage in any employment, consulting, or other activity in any business competitive with the Company without the Company's written consent. If I have been employed by the Company in a capacity in which I was exposed to Confidential Information, for a period of six (6) months after termination of my employment or other engagement by the Company I shall not directly or indirectly engage in any activities for or provide any services to a Competitor located within a 100-mile radius of any location of the Company from which I worked or had responsibilities in any capacity at any time during my employment or other engagement by the Company."

2. In all other respects, the Agreement remains unchanged.

By signing below, I agree:

That I have read and understand the above amendment to the Agreement, and agree to abide by the requirements of the Company stated here.

11/11/10
Date

R. Ken Staples Jr.
Signature

EXHIBIT B



**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, PLLC**

Attorneys at Law

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Birmingham, MI 48009
Telephone: 248.593.6400
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Richard L. Hurford
248.723.6129
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April 2, 2012

**Personal and Confidential
To Be Opened by Addressee Only**

**VIA HAND-DELIVERY and
FIRST CLASS MAIL**

Mr. Ken Staples, Jr.
3020 Chelsea Road
West Point, Virginia 23181

RE: Invention Disclosure, Confidentiality, and Non-Competition Agreement

Dear Mr. Staples:

The Ogletree Deakins law firm has been retained to represent the interests of Guardian Auto Glass, LLC ("Guardian") concerning matters that have transpired in connection with your decision to voluntarily terminate your employment. It has been brought to our attention that you have or are about to engage in conduct that potentially violates your ongoing obligations under the Invention Disclosure, Confidential, and Non-Competition Agreement, and the Amendment to that Agreement, that you signed on November 11, 2010. Should there be any confusion regarding your ongoing obligation to Guardian, a copy of the Agreement you executed is attached.

Permit me to review a number of the ongoing obligations that you agreed to comply with:

- a. Paragraph 9a of the Agreement prohibits you from providing services to a competitor in the same or similar capacity in which you were employed by Guardian;
- b. The Amendment to the Agreement prohibits you from providing the same or similar services to a competitor within a 100 mile radius of 11034 Air Park Road, Unit 1, Ashland, Virginia 23005, the office location of Guardian to which you were assigned;
- c. Paragraph 9d of the Agreement prohibits you from soliciting, directly or indirectly, any employee of Guardian to perform services for any competitor; and,

Ken Staples, Jr.

April 2, 2012

Page 2

- d. Paragraph 10 requires the immediate return of all Company equipment and materials containing or relating to the Company's confidential and proprietary information and promise not to retain any copies or extracts of that information.

Although it is our understanding you personally assured Ms. Marie Carter on March 27, 2012, that you intended to fully comply with the terms of this Agreement, a subsequent communication from Mr. Michael Barry, the Chief Executive Officer of Glass America, indicated that Glass America believes your Agreement is unenforceable and the restrictions contained in that Agreement could be ignored. We have obtained information that leads us to believe that you have, in fact, accepted employment, effective April 2, 2012, with Glass America, which is clearly a competitor of Guardian's. It is further our understanding, notwithstanding your assurances to Ms. Carter, you have been hired to engage in sales activities that are the same or substantially similar to the duties you performed for Guardian. It is further our understanding these duties will be performed within a 100 mile radius of Guardian's Ashland, Virginia facility. Guardian is in the process of inventorying the information you have returned.

Guardian takes the ongoing commitments it has made to current and former employees very seriously, and, in turn, strictly enforces those ongoing commitments that current and former

Page 3

- c. That you will not use, directly or indirectly, any proprietary or confidential information of Guardian in the performance of your duties with Glass America.
- d. That for a period of six months you will not solicit, directly or indirectly, the business of any entity that you serviced during the course of your employment with Guardian.
- e. That for a period of six months you will not solicit the business of any entity, directly or indirectly, within a 100 mile radius of Guardian's facility located in Ashland, Virginia.
- f. You will not solicit, directly or indirectly, any current employee of Guardian to terminate their employment so that they might provide services to Glass America. It has come to our attention that a Technician has recently terminated his employment and may have accepted employment with Glass America following discussions with you. It is our intention to investigate this matter further, including interviews with all Technicians in the territory you serviced. To that end, you would be well served to terminate any inappropriate conversations with current Guardian employees.

Please review these obligations carefully as, under the laws of Michigan, all of the requirements set forth above are clearly enforceable and will be enforced to the fullest extent of the law. In addition, Guardian has other potential rights and remedies under Michigan law including but not limited to claims of breach of fiduciary duties, unfair competition, and a violation of the Uniform Trade Secrets Act.

Your employment at Glass America also exposes that organization to claims of tortious interference with Guardian's contractual rights and unfair competition. To avoid any potential embarrassment to you at this time, a copy of this letter has also been sent to Mr. Barry at Glass America. This step has been taken to provide you and your current employer with a limited opportunity to correct and avoid any breaches of the ongoing obligation you have to Guardian. Unless this office receives your signed acknowledgement, as well as that of your current employer, by the close of business on Tuesday, April 3, 2012, we will have no choice but to continue the appropriate legal action to protect these rights and will take the steps to serve you with all pleadings and orders that have been filed and entered in that case. If, however, the necessary assurances are received, we will terminate the litigation in Michigan. Should you require a very short extension to further consider these requests, please so advise immediately.

As you are no doubt aware any action to enforce the provisions of the Agreement may only be brought in the courts of Michigan. While Guardian is desirous of avoiding the costs of protracted litigation in the Michigan courts, please be advised those steps will be pursued unless agreement is reached on the steps you and your employer must take to reasonably protect Guardian's confidential and proprietary information. If you have retained a lawyer in Michigan (or elsewhere) with regard to this matter, please so advise and all further communications will be

Ken Staples, Jr.

April 2, 2012

Page 4

conducted directly with that attorney. In the absence of agreeing to the terms of this letter, you may want to seriously consider the retention of counsel in Michigan.

Please return a fully executed copy of this letter to my office no later than the end of business (5:00 p.m. Eastern Standard Time) on Tuesday, April 3, 2012, together with all documents, records and information.

**Guardian Auto Glass, LLC and Affiliates
Invention Disclosure, Confidentiality, and
Non-Competition Agreement**

TO: Ken Staples Jr.
Name

[REDACTED]
Social Security Number

Almost every company, including Guardian Auto Glass, LLC and its subsidiaries and affiliates (collectively, "the Company"), has information not generally known outside the company. To conduct business, many employees and contractors hired by the Company must have access to such information. At times employees and/or contractors may generate such information as a part of their jobs. In addition, many employees and/or contractors, in the course of their work for the Company, contribute to or develop innovations and invention concepts that relate to the business of the Company. To be competitive, this information must be maintained confidential.

"Confidential information", as used here, comprises any technical, economic, financial, marketing or other information which is not common knowledge among competitors or other companies who may like to possess such confidential information or may find it useful. Some examples in our business include information about new products or new uses for old products, manufacturing and fabricating processes, engineering specifications, engineering drawings and plans, operational information and methods, merchandising and selling techniques, customer or vendor lists, the

outside the Company nor use it for myself or for others. Exception to this requirement may be made only with Company permission granted by an officer of the Company in writing.

2. That I hereby assign to the Company all right, title and interest in all Inventions and/or Creative Works. Such Inventions and/or Creative Works are understood and agreed to be, and are by this Agreement expressly made to be, the exclusive property of the Company.

3. That I shall disclose promptly and fully to the Company and its attorneys all Inventions and Creative Works. I shall assist the Company and its agents to prepare patent applications, both United States and foreign, covering any Invention and to prepare copyright applications, both United States and foreign, covering any Creative Work. I shall promptly review, execute and deliver all such applications and assignments to the Company, and promptly give all information and testimony, sign all papers, and do all things which may be needed or requested by the Company to enable the Company to obtain, extend, reissue, maintain and enforce United States and foreign patents covering any Invention, to obtain and enforce United States and foreign copyright registrations covering any Creative Work, or otherwise to evidence the Company's ownership of Inventions and Creative Works.

4. That, in the event that the Company is unable for any reason to secure my signature on any document required to apply for, renew, extend, continue, or execute any patent, copyright or other applications with respect to any Inventions or Creative Works, I hereby irrevocably appoint the Company and its authorized agents as my agents and attorneys-in-fact to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, trademarks, copyrights or other rights with the same legal force and effect as if signed by me. The Company shall bear all expenses incurred in obtaining, extending, reissuing, maintaining and enforcing such rights and in vesting and perfecting title to them in the Company and shall pay all reasonable expenses in connection therewith that I incur at the Company's request.

5. That except as set forth on Attachment A, I do not have any ownership interest in any patent, patent application, or unpatented invention that relates in any way to the business interests of the Company. If I fail to identify on Attachment A all such ownership interests at the time I sign this Agreement, I hereby waive my right to assert any rights to such patents, patent applications, or unpatented inventions.

6. That nothing in this Agreement constitutes an employment contract or a promise of continued employment or engagement by the Company. This Agreement does not in any way restrict my right or the right of the Company to terminate my employment or engagement at any time, for any reason, or for no reason.

7. That the provisions of this Agreement shall survive and be fully effective after my employment or other engagement with the Company ends, and shall be binding upon me and upon my heirs, executors, administrators and other legal representatives. This Agreement is the entire agreement between the Company and me, and supersedes all prior agreements and understandings, oral and written, between us with respect to confidentiality. The waiver by the Company of a breach of any provision of this Agreement by me will not operate or be construed as a waiver of any other or subsequent breach by me. No oral waiver will be effective under any circumstances.

8. That the provisions of this Agreement are reasonable in duration, territory and scope of activity, and that my engaging in any service or activity proscribed under Paragraph 9 would jeopardize the Company's Confidential Information. The Company and I intend that all provisions of this Agreement be enforceable to the fullest extent permitted by law. If any provision of this Agreement or its application to any person or circumstances is, to any extent, construed to be illegal, invalid or unenforceable in whole or in part, then such provision shall be construed so as to permit its enforceability to the fullest extent permitted by law. In any case, the remaining terms of this Agreement or their application to any person or circumstance other than those which have been held illegal, invalid or unenforceable shall remain in full force and effect.

9. a. That while I am employed or otherwise engaged with the Company, I will not engage in any employment, consulting, or other activity in any business competitive with the Company without the Company's written consent. If I have been employed by the Company in a capacity in which I was exposed to Confidential Information, for a period of six (6) months after termination of my employment or other engagement by the Company I shall not directly or indirectly engage in any activities for or provide any services to a Competitor, wherever located.

b. A Competitor, as used in this Agreement, means any person or organization engaged in (or

which has plans to become, within six (6) months after the termination of my employment or other engagement with the Company, engaged in), research or development, production, marketing, leasing, selling or servicing of any product, process, system or service of any person or organization other than the Company in existence or under development, which is the same as or similar to or competes with a product, process, system or service upon which I worked in any capacity at any time during my employment or other engagement by the Company.

c. The Company may, at any time and in its sole discretion, give written approval to engage in activities or to perform services which would otherwise be prohibited by this Paragraph.

d. Should I secure employment with, or engage in activities or perform services for, a Competitor of the Company, I shall not solicit or cause to be solicited directly or indirectly any Company employee for employment with, or to engage in activities or perform services for, such Competitor.

10. That upon termination of my engagement with the Company for any reason (whether voluntary or involuntary), and at any other time upon request of the Company, I will meet with representatives of the Company to review the Confidential Information, Inventions, and/or Creative Works of which I have gained knowledge, to discuss the actions on my part that may be necessary to safeguard that information and/or intellectual property, and to promptly deliver to the Company all materials containing or relating to any such information and/or intellectual property, without retaining any copy or extract.

11. That this Invention Disclosure and Confidentiality Agreement will be governed, construed and interpreted according to the laws of the State of Michigan and that any legal proceeding in connection with the enforcement of this Agreement may be brought in any of the courts of the State of Michigan and in any of the courts of the United States of America in the State of Michigan. I hereby irrevocably waive any objection which I might now or hereafter have to the above mentioned courts as the forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and I agree not to claim that any such court is not a convenient or appropriate forum.

12. That I have read and understand the above, and agree to abide by the requirements of the Company stated here. Further, I represent and warrant that my employment or other engagement does not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment or engagement with the Company. I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or other person or entity.

11/11/10
Date

R. Ken Stapleton
Signature

**Attachment A to
Guardian Auto Glass, LLC and Affiliates
Invention Disclosure, Confidentiality, and
Non-Competition Agreement**

Name: Ken Staples Jr.

The following is a complete list of all patents, patent applications, or unpatented inventions in which I claim any ownership interest and which relate in any way to the business interests of the Company:

Signed: Ken Staples Jr.

**Amendment to
Guardian Auto Glass, LLC and Affiliates
Invention Disclosure, Confidentiality, and
Non-Competition Agreement**

TO: Ken Staples Jr.
Name

[REDACTED]
Social Security Number

1. Section 9.a. of the Guardian Auto Glass, LLC and Affiliates Invention Disclosure, Confidentiality, and Non-Competition Agreement (the "Agreement") signed by you on November __, 2010 is now restated to read as follows:

"9. a. That while I am employed or otherwise engaged with the Company, I will not engage in any employment, consulting, or other activity in any business competitive with the Company without the Company's written consent. If I have been employed by the Company in a capacity in which I was exposed to Confidential Information, for a period of six (6) months after termination of my employment or other engagement by the Company I shall not directly or indirectly engage in any activities for or provide any services to a Competitor located within a 100-mile radius of any location of the Company from which I worked or had responsibilities in any capacity at any time during my employment or other engagement by the Company."

2. In all other respects, the Agreement remains unchanged.

By signing below, I agree:

That I have read and understand the above amendment to the Agreement, and agree to abide by the requirements of the Company stated here.

11/11/10
Date

R. Ken Staples Jr.
Signature