

06-1570-CD
J. Bonfardine vs Diamond Triumph

Joseph Bonfardine vs Diamond Triumph
2006-1570-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

EQUITY

JOSEPH C. BONFARDINE

Plaintiff

v.

DIAMOND TRIUMPH AUTO GLASS, INC.

Defendant

CASE NO. 2006-1570-CN

TYPE OF CASE: Action for
Declaratory Judgment

TYPE OF PLEADING:
Complaint

FILED ON BEHALF OF:
Plaintiff

FILED BY:

Patrick Lavelle, Esq.
PA. ID# 85537
25 East Park Ave.
Suite #4
DuBois, PA. 15801
PH (814) 371-2232
FAX (814) 371-4480

FILED

SEP 27 2006

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William A. Shaw

Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

EQUITY

JOSEPH C. BONFARDINE

CASE NO.

Plaintiff

v.

:

DIAMOND TRIUMPH AUTO GLASS, INC.

Defendant

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by 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. 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAUREL LEGAL SERVICES
201 Main St.
Suite 201
Brookville, PA. 15825
(814) 849-3044

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

EQUITY

JOSEPH C. BONFARDINE

CASE NO.

Plaintiff

v.

:

DIAMOND TRIUMPH AUTO GLASS, INC.

Defendant

ACTION FOR DECLARATORY JUDGMENT

AND NOW comes the plaintiff, JOSEPH C. BONFARDINE, by and through his Attorney, PATRICK LAVELLE, ESQ., and files the within stated complaint seeking a Declaratory Judgment, the facts in support of which are as follows:

1. Plaintiff is Joseph C. Bonfardine, a married individual, *sui juris*, of Summerville, Jefferson County, Pennsylvania.
2. Defendant, Diamond Triumph Auto Glass, Inc. is a Pennsylvania corporation with its principal place of business at 220 Division St., Kingston, Luzerne County, Pennsylvania 18704.
3. Upon information and belief, the Plaintiff avers that the Defendant maintains a regular place of business located at Oklahoma-Salem Rd., DuBois, Clearfield County, PA. 15801.

4. On or about June 14, 2003, the plaintiff and defendant entered into an employer-employee relationship whereby the plaintiff began working for the defendant as a Sales Representative in the area covered by the aforementioned DuBois business location.

5. On August 5, 2004 the Plaintiff and Defendant executed an agreement entitled "*Employment Compensation Agreement and Agreement Not To Compete, Solicit and Disclose Confidential Information*" (hereinafter "Agreement"), the contents of which are hereby incorporated as though set forth fully herein, and a copy of which is attached and marked as Plaintiff's Exhibit #1.

6. On or about July 26, 2006, the Defendant, without cause and in furtherance of its own business interests, terminated the employer-employee relationship with the Plaintiff.

7. The Plaintiff has been offered employment with another employer and the new employer has determined that it cannot move forward with hiring the plaintiff due to the existence of the "Agreement".

8. The Plaintiff's new employer is holding the position open temporarily to allow the Plaintiff to seek this Declaratory relief which would allow him to begin working again.

9. The Plaintiff avers that, by its own terms, the "Agreement" is unenforceable at this time in that it does not limit the subsequent employment of the plaintiff after termination with the Defendant. (See "*Agreement*", paragraph 4C, Ln. 4-5).

10. The Plaintiff avers that the "Agreement" is void in that it is not supported by consideration, and that the stated consideration in the "Agreement" is not the basis of the bargain between the parties to the "Agreement".

11. The Plaintiff avers that the "Agreement" is void for a failure of consideration, in that the stated consideration, "bonus plan" is a vague and intangible benefit, and that the Plaintiff's participation in a bonus plan was contingent on his continued employment, which was the actual consideration promised, and without which the stated consideration fails.

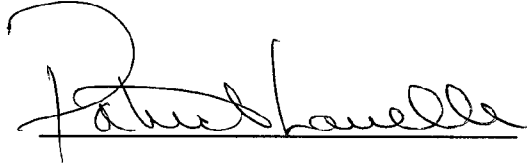
12. The Plaintiff avers that the "Agreement" is unenforceable in that the Defendant arbitrarily terminated the Plaintiff, the Plaintiff did not intentionally engage in any conduct that would cause the Defendant to terminate his employment, and that his termination was based on a vague determination by the Defendant that the Plaintiff did not meet the company's expectations and was that he was not a compatible fit with the company's goals and objectives.

13. An actual existing and bona fide controversy exists between the plaintiff and the defendant as to their legal relations in respect to the aforesaid "Agreement", and the rights of the parties under this agreement can be determined only by a declaratory judgment.

WHEREFORE, plaintiff prays for a declaratory judgment: (a) declaring the rights and other legal relations of the plaintiff and the defendant by reason of the attached "Agreement" entered into by the parties on August 5, 2004, (b) declaring that the "Agreement" between the Plaintiff and the Defendant is void

and/or unenforceable for the reasons set forth herein, and (c) for such other and further relief as to this Court may deem just and proper.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Patrick Lavelle", written over a horizontal line.

Patrick Lavelle, Esq.
Counsel for the Plaintiff

IN THE COURT OF COMMON PLEAS OF ~~CLEARFIELD~~ COUNTY
PENNSYLVANIA

EQUITY

JOSEPH C. BONFARDINE

CASE NO.

Plaintiff

v.

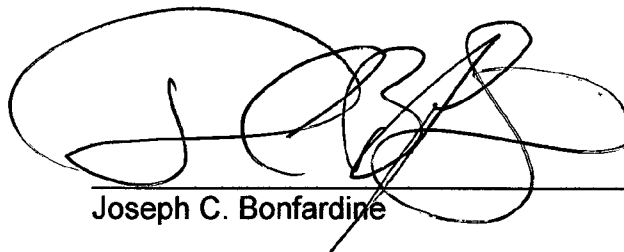
:

DIAMOND TRIUMPH AUTO GLASS, INC.

Defendant

VERIFICATION

I, Joseph C. Bonfardine, the Plaintiff in this action, do hereby verify that all of the foregoing facts set forth in the Complaint are true and correct to the best of my knowledge, information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. § 4904 (*Unsworn Falsification to Authorities*).



Joseph C. Bonfardine

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

This is an Agreement made on ^{AUG.}~~July~~ 5, 2004
Between Diamond Triumph Auto Glass, Inc. (the "Company") and
Joseph Bonfardine, (the "Associate").

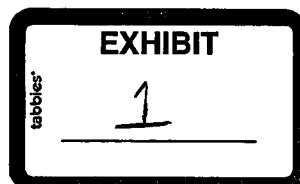
1. Background. Diamond Triumph Auto Glass, Inc., is in the business of distributing, selling and installing glass for all types of vehicles and other non-automotive applications along with certain accessories and ancillary products. The Company has developed and uses in its business certain processes, 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 the Company 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 Triumph System"). The Associate is now employed by the Company and, desires to continue that employment. The Company may have disclosed to the Associate in the past certain parts of the Diamond Triumph System and will disclose to the Associate more of the Diamond Triumph System and improvements thereto in the future. The Company and the Associate are entering into this Agreement to provide reasonable restrictions on (i) the Associate's activities that compete with the business of the Company, (ii) the disclosure of any part of the Diamond Triumph System, whether now known by the Associate or hereafter disclosed, to persons who are not employees of the Company, and (iii) the use of the Diamond Triumph System by the Associate other than in the business of the Company. It is understood and agreed, however, that the restrictions set forth in section 4B shall not apply to information obtained by the Associate prior to his employment by Diamond Triumph 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 Triumph 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 the Company.

3. Consideration for Agreement - The consideration to the Associate for this Agreement is bonus plan.

4. Restrictive Covenants.

A. Agreement Not to Compete. During the term of the Associate's employment by the Company and for a period of eighteen (18) months after termination of such



employment, regardless of whether such termination is voluntary or involuntary, or with or without cause, the Associate shall not (I) directly or indirectly, for himself or any other person or business entity, compete with the business of the Company; (II) become an employee of or perform services in any capacity for any person or business entity that competes with the business of the Company; (III) directly or indirectly have an ownership interest of any kind or any interest of any kind in the revenue or business entity which competes with the business, except that the provisions of this clause (III) shall not be applicable to an investment by customary channels in stock that is publicly traded that does not exceed five percent (5%) of the total amount of such securities outstanding; (IV) divert or attempt to divert from the Company any customer or business whatsoever; or (V) solicit or attempt to solicit any associate of the Company, or employ any person who was employed by the Company at the time the Associate's employment by the Company was terminated. For purposes of this section 4A, the Associate shall be deemed to be competing with the business of the Company if the Associate is engaged in any way in the business of selling, repairing or installing automobile or truck glass or windshields or other glass products, or selling and installing those kinds of automobile and truck accessories sold by the Company either during, at or after the time of the termination of the Associate's employment.

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 the Company, 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 Triumph 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 the Company. It is understood and agreed, however, that the restrictions set forth in this section 4B shall not apply to any part of the Diamond Triumph System that was known to the Associate prior to his employment by the Company 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 section 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 the Company. 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 the

Company 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, the Company 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 the Company 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 the Company and the Associate. Regardless of any statement contained in the Agreement, the Company has the right to terminate the Associate's employment at any time, for any reason, with or without cause or notice. The Associate and the Company acknowledge that the Company 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.

8. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes all prior agreements or understandings, written or oral, with respect to such subject. This Agreement may not be changed orally and may be amended only by an agreement in writing signed by both parties hereto.

IN WITNESS WHEREOF, this Agreement is executed by the undersigned as of the effective date set forth above.

THE ASSOCIATE:

Signature: [Signature]

Name: Joseph Buford Jr.

Date: 8/5/04

Witnesseth: [Signature]

DIAMOND TRIUMPH AUTO GLASS, INC.

By: [Signature]

Title: Dan L. Coles MCA.

Form HR-017
Updated 3/1/04

Hinman, Howard & Kattell, LLP
Kimberly M. Kostun, Esq.
Attorney ID: 85653
Attorney for Defendant
116 N. Washington Ave.,
Suite 1E
Scranton, PA 18503-1800
Telephone: (570) 558-5931
Facsimile: (570) 558-5936

FILED *No cc*
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OCT 23 2006
William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL ACTION**

JOSEPH C. BONFARDINE	
Plaintiff,	
v.	Docket No: 2006-1570-CD
DIAMOND TRIUMPH AUTO GLASS, INC.	Jury Trial Demanded
Defendant.	

ANSWER

AND NOW, comes DIAMOND TRIUMPH AUTO GLASS, INC. k/n/a
DIAMOND GLASS COMPANIES, INC., by its undersigned attorney, and files this
Answer to JOSEPH BONFARDINE's Action For Declaratory Judgment.

1. Denied. After reasonable investigation, Defendant is without
knowledge or information sufficient to form a belief as to the truth of the
averments of this paragraph and therefore is denied.

2. Admit in part and deny in part. Defendant Diamond Triumph
Auto Glass, Inc. is now known as Diamond Glass Companies, Inc. (hereinafter

"Diamond Glass") and it is a Delaware Corporation not a Pennsylvania Corporation.

3. Admit.

4. Denied. Plaintiff began working for Diamond Glass in July of 2003.

5. Denied to extent document speaks for itself.

6. Denied. Plaintiff was terminated for failure to meet company expectations as a sale representative.

7. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of this paragraph and therefore is denied.

8. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of this paragraph and therefore is denied.

9. Denied. The allegations are denied, as they constitute conclusions of law and fact to which no response is necessary under the Pennsylvania Rules of Civil Procedure. If an answer is deemed necessary, the same is denied and strict proof thereof is demanded at the time of trial.

10. Denied. The allegations are denied, as they constitute conclusions of law and fact to which no response is necessary under the

Pennsylvania Rules of Civil Procedure. If an answer is deemed necessary, the same is denied and strict proof thereof is demanded at the time of trial.

11. Denied. The allegations are denied, as they constitute conclusions of law and fact to which no response is necessary under the Pennsylvania Rules of Civil Procedure. If an answer is deemed necessary, the same is denied and strict proof thereof is demanded at the time of trial.

12. Denied. The allegations are denied, as they constitute conclusions of law and fact to which no response is necessary under the Pennsylvania Rules of Civil Procedure. If an answer is deemed necessary, the same is denied and strict proof thereof is demanded at the time of trial.

13. Denied. The allegations are denied, as they constitute conclusions of law and fact to which no response is necessary under the Pennsylvania Rules of Civil Procedure. If an answer is deemed necessary, the same is denied and strict proof thereof is demanded at the time of trial.

14. The Employment Compensation Agreement and Agreement Not to Compete, Solicit and Disclose Confidential Information (hereinafter "Employment Agreement") was a valid agreement entered into between plaintiff and defendant.

15. There was adequate consideration for the Employment Agreement entered into between plaintiff and defendant.

16. The consideration of the Employment Agreement was a bonus plan of which Plaintiff participated and received bonus during his employment at Diamond Glass Companies, Inc.

17. Plaintiff has failed to state a cause of action upon which relief can be granted.

18. The Employment Agreement specifically states that the Agreement is not intended to create and should not be intended to create an employment contract for any specific period of time.

19. The Employment Agreement clearly states that defendant has right to terminate plaintiff's employment at any time, for any reason or with or without cause. Plaintiff was an employee at will.

20. The Employment Agreement contain a severability clause, whereby if any parts are determined to be invalid or unenforceable, the remainder of the Employment Agreement shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

WHEREFORE, Defendant demand judgment in its favor and against Plaintiff, with costs of suit assessed to Plaintiff and Attorney's fees.

Date: October 17, 2006

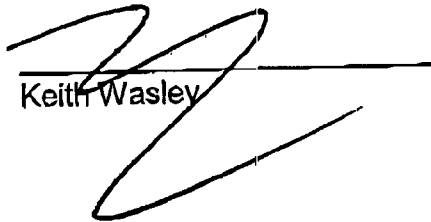


Kimberly M. Kostun, Esq.

VERIFICATION

I, Keith Wasley, Vice President of Human Resources and Risk Management, deposes and says that the facts set forth in the foregoing Answer and New Matter are true and correct to the best of my knowledge.

I understand that false statements made herein are subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.


Keith Wasley

Hinman, Howard & Kattell, LLP
Kimberly M. Kostun, Esq.
Attorney ID: 85653
Attorney for Defendant(s)
116 N. Washington Ave.,
Suite 1E
Scranton, PA 18503-1800
Telephone: (570) 558-5931
Facsimile: (570) 558-5936

FILED *mb*
mtj/ab/ce
OCT 23 2006
William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL ACTION**

<p>JOSEPH C. BONFARDINE</p> <p>Plaintiff,</p> <p>v.</p> <p>DIAMOND TRIUMPH AUTO GLASS, INC.</p> <p>Defendant.</p>	<p>Docket No: 2006-1570-CD</p> <p>Jury Trial Demanded</p>
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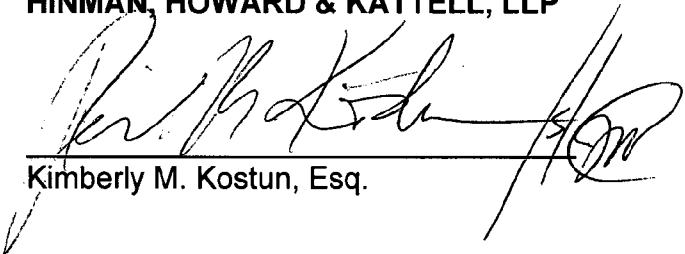
CERTIFICATE OF SERVICE

I, Kimberly M. Kostun, Esquire, Attorney for the Defendant, do hereby
certify that on the 20th day of October, I have served a true and correct copy of
Defendant's Answer and New Matter via United States Postal Service, First
Class Mail upon the following:

Patrick Lavelle, Esq.
25 East Park Avenue, Suite 4
DuBois, PA 15801

Date: October 20, 2006

HINMAN, HOWARD & KATTELL, LLP


Kimberly M. Kostun, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101963
NO: 06-1570-CD
SERVICE # 1 OF 1
COMPLAINT ACTION FOR DECLARATORY

JUDGMENT

PLAINTIFF: JOSEPH C. BONFARDINE
vs.
DEFENDANT: DIAMOND TRIUMPH AUTO GLASS, INC.

SHERIFF RETURN

NOW, September 29, 2006 AT 10:55 AM SERVED THE WITHIN COMPLAINT ACTION FOR DECLARATORY JUDGMENT ON DIAMOND TRIUMPH AUTO GLASS, INC. DEFENDANT AT 2900 OKLAHOMA-SALEM ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDY SWACKHAMMER, MANAGER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION FOR DECLARATORY JUDGMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	LAVELLE	778	10.00
SHERIFF HAWKINS	LAVELLE	778	35.30

FILED

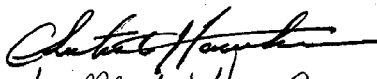
NOV 13 2006

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

Hinman, Howard & Kattell, LLP
Kimberly M. Kostun, Esq.
Attorney ID: 85653
Attorney for Defendant
321 Spruce Street, Suite 705
Scranton, PA 18503
Telephone: (570) 558-5931
Facsimile: (570) 558-5936

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL ACTION**

JOSEPH C. BONFARDINE

Plaintiff,

v.

Docket No: 2006-1570-CD

DIAMOND TRIUMPH AUTO GLASS,
INC.

Jury Trial Demanded

Defendant.

NOTICE OF CHANGE OF ADDRESS FOR DEFENDANT'S COUNSEL

Please note the following address change for Defendant's counsel,


Hinman, Howard & Kattell. LLP, Kimberly M. Kostun, Esq.:

**Hinman, Howard & Kattell. LLP
Kimberly M. Kostun, Esq.
321 Spruce Street
Suite 705
Scranton, PA 18503**

HINMAN, HOWARD & KATTELL, LLP

By: 

Kimberly M. Kostun, Esq.

FILED *no cc*
mll:06/01
MAR 12 2007 

William A. Shaw
Prothonotary/Clerk of Courts
copy to CIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL DIVISION

JOSEPH C. BONFARDINE,

Plaintiff

v.

DIAMOND TRIUMPH AUTO GLASS, INC.

Defendant

No. 2006-1570-CD

Type of Pleading:
**Notice of Service of Discovery
Documents**

Filed on Behalf of: **Plaintiff**

Filed By:

PATRICK LAVELLE, ESQ.
Pa. ID #: 85537
25 East Park Ave.
Suite #4
DuBois, PA. 15801
(814) 371-2232

FILED ICC AH
0/3:35cm Lavelle
MAR 23 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL DIVISION

JOSEPH C. BONFARDINE,

No. 2006-1570-CD

Plaintiff

v.

DIAMOND TRIUMPH AUTO GLASS, INC.

Defendant

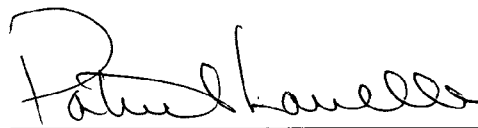
NOTICE OF SERVICE OF INTERROGATORIES, AND REQUEST FOR
PRODUCTION OF DOCUMENTS, DIRECTED TO
DEFENDANT DIAMOND TRIUMPH AUTO GLASS, INC.

TO: PROTHONOTARY:

We hereby certify that an original copy of Plaintiff's First Set of Interrogatories and Request for Production of Documents to Defendant Diamond Triumph Auto Glass, Inc. was served on counsel for Defendant, as indicated below, by mailing the same, postage prepaid, on March 23, 2007.

Kimberly M. Kostun, Esq.
Hinman, Howard & Kattell, LLP
321 Spruce St. Suite 705
Scranton, PA 18503

By



Patrick Lavelle, Esq.
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA
CIVIL DIVISION

JOSEPH C. BONFARDINE

Type of Case: CIVIL ACTION

Plaintiff

v.

No.: 2006-1570-CD

DIAMOND TRIUMPH AUTO GLASS, INC.

Type of Pleading: Praecipe to
Mark Case as Settled

Defendant

Filed on Behalf of: PLAINTIFF

Filed By:

PATRICK LAVELLE, ESQ
PA ID# 85537
25 East Park Ave.
Suite #4
DuBois, PA. 15801
(814) 371-2232
(814) 371-4480 (Fax)

FILED

MAY 10 2010

William A. Shaw
Prothonotary/Clerk of Courts

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Atty Lavelle
(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA
CIVIL DIVISION

JOSEPH C. BONFARDINE

Plaintiff,

vs.

DIAMOND TRIUMPH AUTO GLASS, INC.

Defendant.

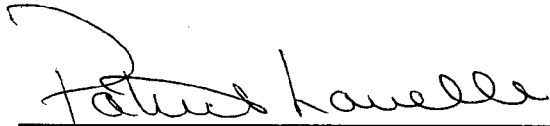
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NO.: 2006-1570-CD

PRAECIPE TO MARK CASE AS SETTLED

TO THE PROTHONOTARY:

Please mark the above referenced case (number 2006-1570-CD) as settled.



Patrick Lavelle, Esq.
Counsel for the Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA
CIVIL DIVISION

JOSEPH C. BONFARDINE

Plaintiff,

vs.

DIAMOND TRIUMPH AUTO GLASS, INC.

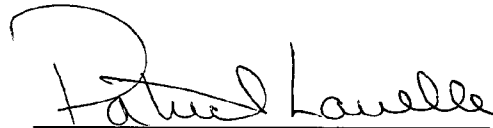
Defendant.

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: NO.: 2006-1570-CD
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CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that
on the 6th day of May, 2010, I served a copy of the foregoing Praecipe
to Mark Case as Settled, by mailing same via first class mail, postage prepaid to the following:

Kimberly M. Kostun, Esq.
Hinman, Howard & Kattell, LLP
700 Security Mutual Building
80 Exchange Street
PO Box 5250
Binghamton, NY 13902-5250



Patrick Lavelle, Esq.
Counsel for the Plaintiff