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IRIS Y. MARTINEZ  
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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**  
**COUNTY DEPARTMENT, CHANCERY DIVISION**

THE STATE OF ILLINOIS, ex rel., BRIAN  
WILLIAMS, Relator,

Plaintiffs,

v.

SAFELITE GROUP, INC., SAFELITE  
FULFILLMENT, INC., d/b/a SAFELITE  
AUTOGLASS, and SAFELITE SOLUTIONS  
LLC,

Defendants.

AMENDED COMPLAINT

Case No. 2023-CH-00537

**DEMAND FOR JURY TRIAL**

**AMENDED COMPLAINT**

Relator BRIAN WILLIAMS (“Williams” or “Relator”), and THE STATE OF ILLINOIS,  
*ex rel.* WILLIAMS (“State of Illinois”), state and allege as follows:

**INTRODUCTION**

1. This is an action by Williams to recover damages and civil penalties on behalf of the People of the State of Illinois, arising from an insurance fraud scheme planned and carried out by Defendants SAFELITE GROUP, INC. (“Safelite Group”), SAFELITE FULFILLMENT, INC., doing business under its tradename SAFELITE AUTOGLASS (“Safelite AutoGlass”), and SAFELITE SOLUTIONS LLC (“Safelite Solutions,” and with Safelite Group and Safelite AutoGlass, “Safelite” or “Defendants”) involving the production of false and misleading bills to insurance companies concerning a replacement part Safelite uses to repair automobile glass, as well as for services that Defendants only provided for a small number of customers. As a direct result of Defendants’ conduct, false and fraudulent claims have been made against consumers and

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insurance policies issued by numerous insurance companies, including but not limited to GEICO, Allstate Insurance Company, Nationwide Mutual Insurance Company, The Travelers Companies, Inc., and Progressive Corporation. As a direct result of the Defendants' conduct, insurance companies and their policyholders have incurred substantial financial losses. Williams, therefore, brings this action on behalf of the People of the State of Illinois to recover monetary civil penalties and assessments, and to enjoin, deter, and/or prevent Defendants from engaging in such conduct in the future.

2. This Complaint arises from an investigation Williams initiated in the summer of 2019. As a result of his investigation, Williams uncovered an insurance fraud scheme that originated from, and was planned and developed, by Defendants through their agents and carried out by Defendants. In substance, the scheme involves the invoicing of automobile repair parts that are misleading, false, and fraudulent, and knowing that such documentation would be submitted to the insurance companies in support of claims made under the policies of insurance. Indeed, although Defendants exuded the image that they were using the best parts available in the industry, Defendants instead knowingly allowed employees to use parts of lesser quality while billing intentionally insurance companies for the higher quality parts. The conduct of Defendants was undertaken with the intent to deceive insurance carriers for financial gain and with a conscious disregard for the rights of the insurance carriers and customers.

3. This Complaint also alleges false claims arising from a sanitization service supposedly provided by Safelite and concocted in response to the COVID-19 pandemic, but, which for the most part, never actually happened. Like its repair parts scheme, Defendants undertook this arrangement with the intent to deceive insurance carriers for financial gain and with a conscious disregard for the rights of the insurance carriers and customers.

4. Together, these schemes resulted in tens—if not hundreds—of millions of dollars in overcharges to private insurers for claims filed in Illinois alone; overcharges which have undoubtedly been passed on to all Illinoisans through increased premiums.

5. Williams is the original source for the information contained in this Complaint as it relates to the fraudulent claims.

6. Insurance companies, the motoring public, and the State of Illinois were and are the direct victims of the illegal and fraudulent scheme conducted by Defendants.

7. Defendants have knowingly engaged in illegal and fraudulent practices since at least 2000. Defendants' conduct was and is in direct violation of Illinois law including, but not limited to, the Illinois Insurance Claims Fraud Prevention Act, as codified at 740 ILCS 92/1 *et seq.* (West 2016), including 740 ILCS 92/5, and Section 17-10.5 of the Criminal Code of 2012.

8. At all times herein relevant Defendants engaged in the conduct herein alleged with actual knowledge, and the intent to present or allow to be presented false or fraudulent claims for the payment of a loss or injury under a contract of insurance. Defendants prepared, made, subscribed to writings, or allowed such writings to be presented to insurance companies in support of false or fraudulent claims, knowing that the writings contained false, misleading and/or improperly fabricated representations. In fact, pursuant to the schemes described herein, Defendants were notified that their practices were fraudulent, but despite such notice, Defendants continued to knowingly present and make false claims, with the intent to defraud, long after being made aware of the fraudulent practices. In doing so, Defendants engaged in fraudulent conduct for financial gain.

9. 740 ILCS 92/5(b) provides that anyone who violates any provision of the Illinois Insurance Claims Fraud Prevention Act is liable for a civil penalty of no less than \$5,000, and up to \$10,000, for each claim plus an assessment up to three times the amount of the damages sustained by the victim in addition to any other penalties that might be prescribed by law.

10. 740 ILCS 92/15(a) allows any interested person to bring a civil action for violation of the section for that person and the State of Illinois. Section 15(b) requires a copy of the Complaint and written disclosure of substantially all material evidence to be served on the State's Attorney and the Attorney General. The Complaint was also filed in camera and under seal for 60 days to allow the government to conduct its own investigation without the knowledge of Defendants, and to determine whether to join in this action.

11. Williams has and will comply with the requirements of 740 ILCS 92/15. Simultaneously with the filing of the original Complaint in this action, Williams provided all material information regarding the allegations contained in this original Complaint to the State's Attorney's Office and to the Attorney General of the State of Illinois. Williams will offer complete cooperation in any potential investigation initiated by the above-referenced government entities.

### **JURISDICTION AND VENUE**

12. This is a civil action arising under the laws of the State of Illinois to redress violations of Illinois law including but not limited to Illinois Insurance Claims Fraud Prevention Act, codified as 740 ILCS 92/1 *et seq.*, including as codified at 740 ILCS 92/1 *et seq.* (West 2016), including 740 ILCS 92/5, and Section 17-10.5 of the Criminal Code of 2012. This Court has jurisdiction over the subject matter of this civil claim pursuant to 740 ILCS 92/1 *et seq.*

13. Jurisdiction over the person and venue are proper pursuant to 735 ILCS 5/2-209(b)(4) because Defendants are doing business within this State.

### **THE PARTIES**

14. Relator BRIAN WILLIAMS is an individual residing in the State of Ohio. Williams was first employed by Safelite AutoGlass in 2001 at one of its Contact Centers but left in mid-2002. Williams returned to Safelite AutoGlass in 2013, and, between 2013 and 2020, would be promoted to his ultimate role at Safelite AutoGlass as product development and strategy manager. Mr. Williams earned multiple awards from Safelite AutoGlass for his role and contributions to the company, including bringing in millions of dollars in revenue. In 2020, his role at Safelite having been threatened due to the information he uncovered, Williams took the role of Strategic Products Procurement Manager with Belron, Safelite's parent company. Williams left Belron in December 2021. It was in his positions at Safelite AutoGlass and at Belron that Williams developed direct, and independent, knowledge of the facts set forth herein. Williams is thus the original source of the facts and information set forth in this Complaint concerning the activities of Defendants. The facts averred herein are based entirely upon his personal investigation, observation, and documents in his possession. Williams brings this action as Relator on behalf of and for the benefit of the People of the State of Illinois under the provisions of Insurance Code section 1871.7(e)(1).

15. Defendant SAFELITE GROUP, INC., formerly known as Belron US, is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Columbus, Ohio. Safelite Group oversees and manages two subsidiaries – Safelite AutoGlass and Safelite Solutions – which provide for auto glass repair and replacement, and insurance claims management. Safelite Group is a subsidiary of Belron, an English company headquartered in Egham, Surrey, United Kingdom. Safelite Group employs all of the corporate

employees who oversee and manage Safelite Fulfillment and Safelite AutoGlass. All of the members of Safelite's executive leadership team, which makes all strategic, policy, management, and operations decisions for Safelite Fulfillment and Safelite AutoGlass, are employed by Safelite Group. In sum, Safelite Group is the managing entity for all aspects of Safelite Fulfillment and Safelite AutoGlass, and as a result, is responsible along with Safelite Fulfillment and Safelite AutoGlass for the false claims presented to insurance companies for the schemes described herein.

16. Defendant SAFELITE FULFILLMENT, INC. is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Columbus, Ohio. Defendant Safelite Fulfillment, Inc. is better known by, and operates under the trade name, Safelite AutoGlass. Safelite AutoGlass is the retail auto glass division of Safelite Group. Presenting itself as the largest auto glass repair and replacement organization in the United States, Safelite AutoGlass specializes in the repair and replacement of all types of vehicle glass damage. Following the completion of an auto glass replacement or repair job, wherein moldings are installed or ECTC cleaning service should have been performed, Safelite AutoGlass presents and causes to be presented false claims to insurance companies for the schemes described herein, *i.e.*, Safelite AutoGlass presents and causes to be presented false claims to insurance companies for specific molding parts when in reality, Safelite AutoGlass installs Fleximold or universal molding parts. Additionally, Safelite AutoGlass presents and causes to be presented false claims to insurance companies for COVID cleaning services that were never performed.

17. Defendant SAFELITE SOLUTIONS LLC is a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business in Columbus, Ohio. Defendant Safelite Solutions is the claims management operation division of Safelite Group. Safelite Solutions provides claims management solutions and serves as the third-

party administrator of auto glass claims for more than 180 insurance and fleet companies. As third-party administrator, Safelite Solutions regularly investigates and prosecutes fraudulent claims on behalf of these insurance companies. Following the completion of an auto glass replacement or repair job, Safelite Solutions presents and causes to be presented false claims to insurance companies pursuant to the schemes described herein, *i.e.*, Safelite Solutions presents and causes to be presented false claims to insurance companies on behalf of Safelite AutoGlass for certain molding parts when in reality, Safelite AutoGlass installed Fleximold or universal molding parts. Additionally, Safelite Solutions presents and causes to be presented false claims to insurance companies on behalf of Safelite AutoGlass for COVID cleaning services that were never performed. In turn, Safelite Solutions is paid by insurance companies for the false claims. Safelite Solutions then pays Safelite AutoGlass for the false claim while keeping a fee for its service as an administrator. Additionally, Safelite Solutions, as the third-party administrator and the investigator of fraudulent claims, allows Safelite AutoGlass to commit fraud by turning a blind eye, covering up, and at times making sure the fraudulent claims presented by Safelite AutoGlass are approved. In essence, Safelite Solutions is the fox guarding the hen house, assuring that the fraudulent claims presented by Safelite AutoGlass are paid. All of the fraudulent conduct described herein was overseen and sanctioned by Safelite Group, which controls and manages both Safelite AutoGlass and Safelite Solutions.

18. As a result, given the intertwined relationships and overlapping businesses and involvement, each of the Defendants is critically involved in the conception, planning, execution, billing, subterfuge, and profiting that stem from Defendants' fraudulent insurance billing schemes described in this complaint.

## ALLEGATIONS

### **I. MOLDINGS AND ILLEGAL BILLING OF REPLACEMENT PARTS**

19. Moldings (also spelled “mouldings”) are a rubber or plastic trim, most commonly black in color, that usually run along either the top or the top and sides of, and at times even around, the glass of a vehicle. Molding provides insulation and noise reduction while holding the window in place securely and safely. The molding around the glass allows the auto glass to do its job by shielding the vehicle passengers from wind, debris, rocks, and the like.

#### **A. ORIGINAL EQUIPMENT MANUFACTURER AND AFTERMARKET MOLDING PARTS**

20. When the glass of an automobile is damaged and is brought into a shop for repair or replacement, in addition to the glass that is replaced, the molding around the glass will also likely be replaced because the molding has or will likely become warped in the process of replacing the glass. Generally, there are two options available to the technician for replacing this part.

21. The first option is to use a molding from the original equipment manufacturer (“OEM”). OEM parts are parts made by the vehicle’s manufacturer. These parts are made to perfectly fit the specifications of the vehicle at issue. However, OEM parts are usually more expensive, precisely because they were made for and thus fit perfectly on the vehicle at issue.

22. The second option is to use an aftermarket molding. Aftermarket parts are parts that can be made either by a company other than the vehicle’s manufacturer or by the same factory that sold parts to the vehicle’s maker. Aftermarket parts are produced at a high volume, are generally cheaper, and tend to fit many different vehicles.

23. The selection of what type of part will be used for replacing that on the vehicle will depend on the vehicle’s insurance policy. Because OEM parts are generally more expensive than aftermarket parts, whether an insurance company will cover an OEM part in a claim will depend



on the language in the policy and any laws that may be in effect. If the insurance policy will only cover for an aftermarket molding part and the holder of the policy decides to use an OEM molding part for a repair, the policyholder may opt to pay the difference between the cost of aftermarket and OEM parts.

## **B. SAFELITE'S SOLUTION FOR ITS INVENTORY PROBLEM**

24. However, at Safelite AutoGlass, neither OEM nor aftermarket molding is being used in many cases to replace the window molding on a damaged vehicle. Instead, technicians have been using "universal" molding to replace the part specific molding on the vehicles brought in for repair.

25. Universal molding is generic, cheap rubber or plastic that may not be fit for the purpose of what it is being used for. Upon information and belief, Safelite purchased universal molding for approximately \$0.20/foot.

26. Even though they have access to vehicle-specific molding, Safelite technicians around the country can choose what molding they will ultimately use on a vehicle. And although OEM and aftermarket moldings are of better quality, technicians prefer using universal molding.

27. Technicians choose to use universal molding because it is easier and faster to use than an OEM or aftermarket molding. Furthermore, because Safelite AutoGlass lacks any specific processes and training for technicians, local technicians training other technicians likely teach them to use universal molding instead of part-specific molding.

28. Unless specifically authorized, however, insurance companies generally will not pay for universal moldings because they are not necessarily fit for the purpose that the OEM or aftermarket moldings are specifically manufactured for. Indeed, insurance policies require the use

of either OEM or aftermarket parts for replacement purposes; universal moldings constitute neither.

29. Given Safelite's knowledge that its technicians use universal moldings instead of the part-specific moldings, but the insurance companies' requirement that replacement parts either be OEM or aftermarket parts, Safelite concocted a scheme to still get paid insurance rates regardless of the part selected by its technicians.

30. Specifically, Dino Lanno, then Vice President of Supply Chain, and Paul Groves, an Assistant Vice President for Inventory Management and Mr. Lanno's protégé, caused to be created and implemented programming to ensure that Safelite did not lose money when a technician swapped out parts.

31. In particular, Safelite's computer systems have been programmed to replace the name of the OEM or aftermarket part with universal molding (called "FLEXIMOLD" on Safelite's billing system) while keeping the part specific number and/or part specific price of the OEM or aftermarket part intact. In Safelite's system, "FLEXIMOLD" does not have a rate because it does not exist.

32. At the back end, Safelite's billing system is programmed to remove any information concerning the universal molding and to invoice with the part specific name and National Auto Glass Specifications ("NAGS") information. The price carries through and is billed to the insurance company.

33. Thus, although Safelite's technicians are using generic universal molding to replace the molding on a vehicle instead of the part specific molding, Safelite Solutions systematically "upcodes," charging insurance companies the price of an OEM or aftermarket molding part.

34. Insurance companies do not know that they are being defrauded because Safelite intentionally programmed its billing systems to hide any information regarding the use of Fleximold. As a result, millions of claims have been paid out for these moldings at insurance rates, even though many of those claims were fraudulently billed to the insurance companies and others.

35. Furthermore, because Safelite Solutions is also the third-party administrator for the insurance companies, and itself regularly investigates and prosecutes claims of insurance fraud, insurance companies trust Safelite and would have no reason to believe that Safelite itself perpetuates insurance fraud. Indeed, while Safelite Solutions claims that it will prevent scams and fraud, Safelite Solutions has turned a blind eye and has otherwise maintained Safelite AutoGlass's fraudulent activities.

### **C. AUTOMOBILE PART REPLACEMENT AND BILLING WORKFLOW**

36. Safelite's process of manipulating its billing systems to bill for an OEM or aftermarket part while using universal molding, demonstrates the lengths Safelite went to hide the issue from the insurance companies while, at the same time, obtaining a premium for its services.

37. When the glass of an automobile is damaged, and before or when the automobile is brought in for repair, information is gathered by Safelite AutoGlass to determine what repairs and/or replacements will be made to the vehicle.

38. Customer information is collected and received, and a job order is created. Safelite AutoGlass's computer systems will select the glass and corresponding molding(s) that are necessary to repair the damaged vehicle glass.

39. However, while the technician will usually use the system-selected glass, the molding used is frequently not be the system-ordered molding. Instead, technicians will use universal molding. As described in the following section, depending on the workflow, the change

in the selection of the molding will either be (1) made automatically or (2) will be altered by the technician handling the job order.

**1. “Auto Sub” Workflow**

39. In the “Auto Sub” workflow, there is an automatic substitution of the computer-selected molding with universal molding.

40. Specifically, while the system will have selected the glass and corresponding molding(s), the part specific molding that was selected is automatically suppressed. In its place universal molding, named “FLEXIMOLD” in the system, is added.

41. The point of sales system automatically changes the part specific molding to FLEXIMOLD. However, *the part specific number and the pricing of the part that it replaced remain the same.*

42. The job order is then sent to the field and, if there are no issues with the order, the field associate will route the job, including sending the job to the warehouse to obtain the needed parts. Here, because the job requests “FLEXIMOLD,” the molding taken from the warehouse – or already at the location – will be universal molding instead of the part-specific molding. The parts and the job are then reviewed, and the job is then “checked out” for installation.

43. When the technician completes the install, the technician “checks in” the job for review. The store manager will verify that the paperwork matches the point of sales information. Once verified, the completed job is invoiced.

44. In the point of sales system, FLEXIMOLD shows as the part invoiced with the price of previous part carried over. However, the invoice that is generated by the system will only include the name of the original part-specific molding, based on the original part number that carried through the system and via the NAGS catalog.

45. The invoice is then sent to the payer – usually the insurance company – for payment.

## 2. “Tech Sub” Workflow

46. In the “Tech Sub” workflow, the technician will essentially replace the part-specific molding indicated by the system with universal molding.

47. The system will have selected the glass and corresponding molding(s), and the job order is sent to the field.

48. If there are no issues with the order, the field associate will route the job, including sending the job to the warehouse to obtain the needed parts. Here, the molding taken from the warehouse will be the part-specific molding. The parts and the job are reviewed, and the job is then “checked out” for installation.

49. However, the technician, instead of using the part specific molding brought from the warehouse, will use universal molding on the vehicle. In some cases,<sup>1</sup> the technician will replace the part specific molding in the system with FLEXIMOLD, using a specifically tailored “SUB with FLEX” radio button. However, *the point of sales system will keep the price of the part specific molding it replaced.* The part-specific molding will remain with the store or otherwise “travel” around various stores; in some cases, the molding is thrown away.

50. When the technician completes the install, the technician “checks in” the job for review. The store manager will verify that the paperwork matches the point of sales information. Once verified, the completed job is invoiced.

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<sup>1</sup> In other cases, the technician uses universal molding, but never even bothers to change the part specific molding in the system. These specific instances cannot be verified other than through inspection of the vehicles. However, it is clear that this frequently occurs, as the amount of universal molding purchased by Safelite from manufacturers far outstrips the amount of FLEXIMOLD accounted for in the point-of-sale system.

51. In the point of sales system, FLEXIMOLD shows as the part invoiced, but with the price of previous part carried over. However, the invoice that is generated by the system for transmittal to the payer will replace the name “FLEXIMOLD” with the name of the original part-specific molding once it finds the corresponding information based on part number and via the NAGS catalog.

52. The invoice is then sent to the payer – usually the insurance company – for payment.

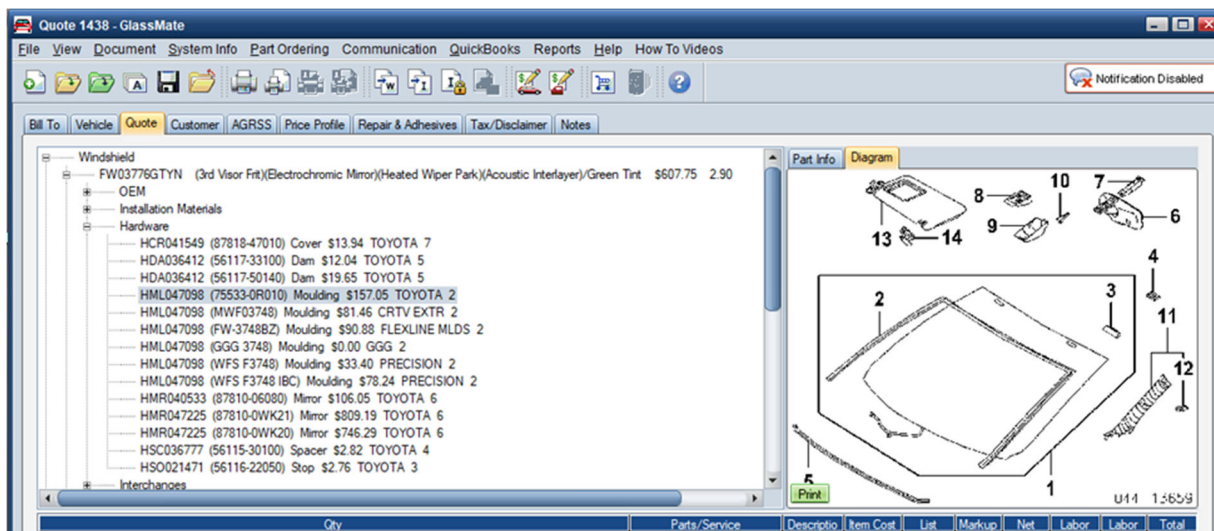
### 3. Example of Charges

53. In Safelite’s billing system, FLEXIMOLD does not even have a rate. When the invoice is sent out for payment, the insurance company is charged at the rate set for the part-specific molding that the universal molding replaced.

#### a. Example 1: Invoice 229967

54. For instance, concerning invoice 229967, Safelite’s client, Safeco Insurance, was billed at \$157.05 to replace the windshield molding for a 2016 Toyota RAV 4. The part number billed to the client was 75533-0R010, an OEM molding for the vehicle. However, FLEXIMOLD was used instead of the OEM molding.

55. The following figure is a screenshot from the NAGS/GlassMate system, showing the hardware parts that can be utilized for glass installation on a 2016 Toyota RAV 4.



56. In the NAGS system pictured above, the molding is identified with the number “2” in the parts Diagram on the right side. The available molding varieties included on the parts list on the left are also identified with the number “2” at the end of each listing. For this vehicle, there are thus 6 molding options in the NAGS system, starting with the highlighted entry. The unique NAGS part number for each option is listed within the parenthesis, followed by the part type (“Moulding”), the list price, and the manufacturer. The highlighted entry—the Toyota OEM option—is the most expensive of the six options.

57. As can be seen in the foregoing figure, FLEXIMOLD is not an option in the NAGS database. There is no NAGS part number or list price for FLEXIMOLD, because FLEXIMOLD or universal molding is not an approved NAGS part for any specific vehicle or application. In other words, universal molding is generally considered not suitable for most vehicles given the abundance of vehicle-specific molding available on the market. In rare circumstances, for unique vehicles, use of universal molding may be acceptable, but even then, would need to be billed based on the actual cost of the molding used, with supporting documentation.

58. The following figure is a screenshot from Safelite’s point of sale system for invoice 229967, showing that FLEXIMOLD was used, but was billed to the insurer, Safeco, at the price for the most expensive molding option, the OEM part, at a rate of \$157.05.

Summary | Diary/Notes | Shop Approval Notes | Audit Log | Invoices | Documents | Pending Parts

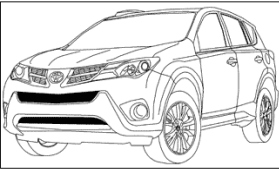
**- Call Information**  
**Referral Number:** 515180  
**Referral Date:** 12/8/2019  
**Processed:** Y  
**Created:** 12/8/2019 10:44 PM  
**Created By:** WEB  
**Request Type:** CQ [scripting options](#)  
**Last Updated:** 12/9/2019 12:31 PM  
**Last Updated By:** 853  
**Referral Status:** ORDER

**- Order Information**  
**Client Name:** SAFECO INSURANCE - 408810 (INSURANCE)  
 1-800-862-6777  
**Customer Name:** JAAMOUR, RAMI  
[contact info](#) | [billing info](#) | [agent info](#)

**Dispatch Number:** WO Sent Status: Y  
**Claim Number:** 0415408750001  
**Policy Number:** A3084276  
**Fleet Unit Number:** Repair Deductible: \$ 500.00  
**Price Difference Amount:** \$0.00  
**Quote Tax Amount:** \$90.84  
**Collection Amount:** \$ 539.58  
**Reason Detail:**

**- Work Order Information**  
**Work Order Number:** 175633  
**CTU Number:** 01804  
**Provider Number:** 005045  
**Job Status/Sub-status:** Invoiced  
**Service Type:** I  
**Invoice Number:** 229967

**- Order Summary**  
 2016 TOYOTA RAV4 HYBRID 4 DOOR UTILITY  
 VIN #: JTMDJREV5G025843



**Parts List:** [\(More Info\)](#)

Glass / Part Type	Part #	SPS	Labor	Price
WINDSHIELD	FW04399GTYN Y			\$465.29
ADA'S RECALIBRATION	RECAL STATIC			\$250.00
WIPER	SBB16			\$17.99
WIPER	SBB26			\$17.99
MOULDING	FLEXIMOLD			\$157.05

**Service Provider:** 005045 - SAFELITE AUTOGLASS - RENTON, WA  
**Provider Phone:** Primary: (425) 228-4998  
**Provider Address:** 765 RAINIER AVE S RENTON, WA 98055  
[Shop Info/Map](#)

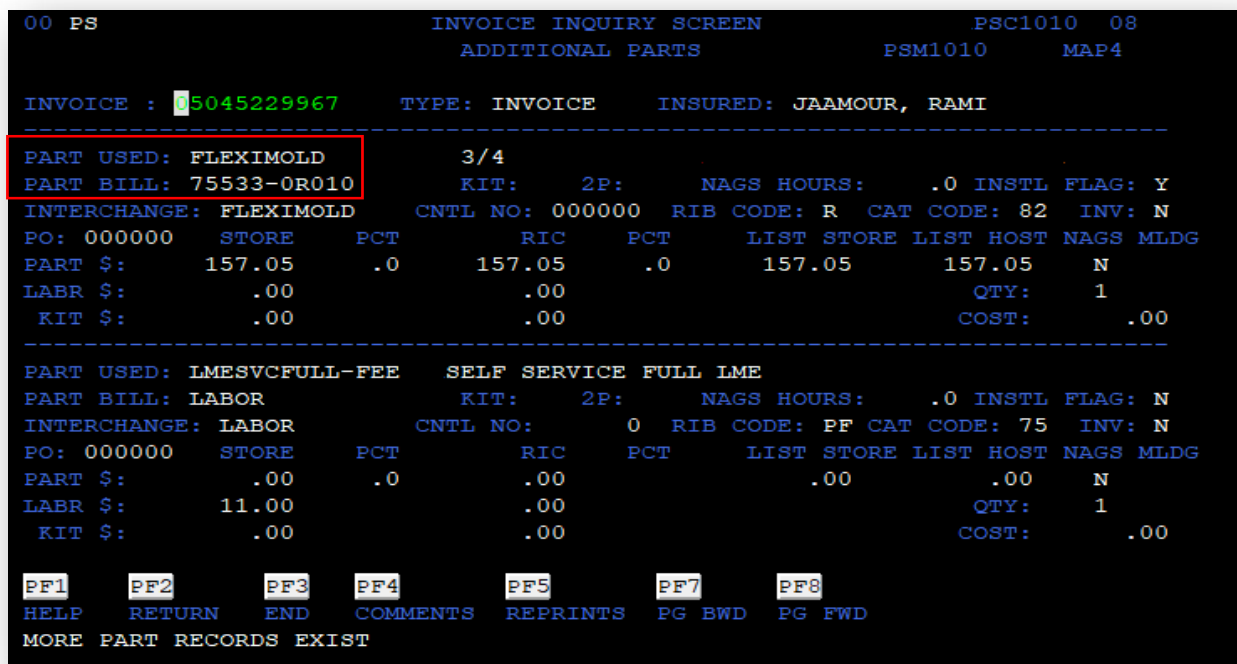
**Comments to Provider:**  
 . Part requires recalibration.

59. The following figure is a screenshot from the back-end audit log of Safelite's point of sale system for invoice 229967, showing that the Part Number field was changed from the OEM part number, 75533-0R010, to "FLEXIMOLD." The price, however, remained the same as the NAGS list price for the OEM part number.

US/Shane.Steele	12/9/2019 12:31:45 PM	UrethaneProductName		
US/Shane.Steele	12/9/2019 12:31:45 PM	ApprovalReason		
US/Shane.Steele	12/9/2019 12:31:45 PM	IsRemovable		True
US/Shane.Steele	12/9/2019 12:31:45 PM	PartPromoCode		
US/Shane.Steele	12/9/2019 12:31:45 PM	UrethaneLotNumber		
US/Shane.Steele	12/9/2019 12:31:45 PM	UrethaneBrandName		
US/Shane.Steele	12/9/2019 12:31:45 PM	UrethaneProductName		
US/Shane.Steele	12/9/2019 12:31:45 PM	ApprovalReason		
US/Shane.Steele	12/9/2019 12:31:45 PM	IsRemovable		True
US/Shane.Steele	12/9/2019 12:31:45 PM	PartPromoCode		
US/Shane.Steele	12/9/2019 12:31:45 PM	UrethaneLotNumber		
US/Shane.Steele	12/9/2019 12:31:45 PM	PartNumber	75533-0R010	FLEXIMOLD
US/Shane.Steele	12/9/2019 12:31:45 PM	UrethaneBrandName		
US/Shane.Steele	12/9/2019 12:31:45 PM	UrethaneProductName		
US/Shane.Steele	12/9/2019 12:31:45 PM	ApprovalReason		
US/Shane.Steele	12/9/2019 12:31:45 PM	IsRemovable		True
US/Shane.Steele	12/9/2019 12:31:45 PM	PartPromoCode		
US/Shane.Steele	12/9/2019 12:31:45 PM	ColorDifferenceCharge		0.00
US/Shane.Steele	12/9/2019 12:31:45 PM	AgentAccountNumber		656024
US/Shane.Steele	12/9/2019 12:31:45 PM	BusinessName		
US/Shane.Steele	12/9/2019 12:31:45 PM	AddressLine3		
US/Shane.Steele	12/9/2019 12:31:45 PM	IsRemovable		True
US/Shane.Steele	12/9/2019 12:31:45 PM	IsRemovable		True
US/Shane.Steele	12/9/2019 12:31:45 PM	IsRemovable		True
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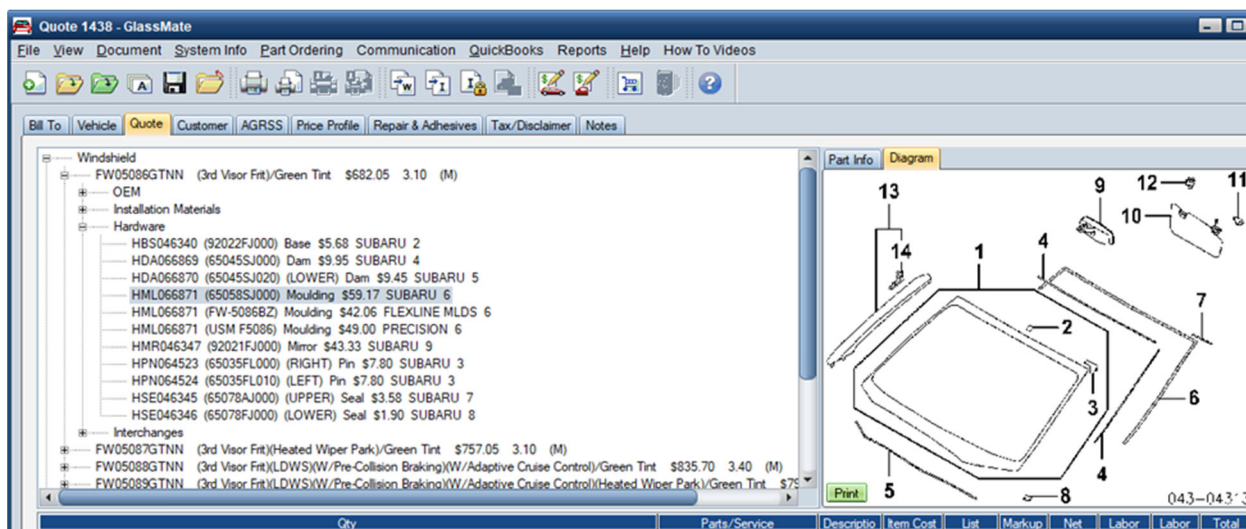
60. Finally, the figure below, a screengrab taken from Safelite’s billing system, shows that the “Part Used” was FLEXIMOLD, but the “Part Billed” was the part number for the OEM molding. The “Part Used” field is not shared with the insurance company.



**b. Example 2: Invoice 154185**

61. In another example, for invoice 154185, Safelite’s client, Farmers Insurance, was billed at \$59.10 to replace the windshield molding for the 2019 Subaru Forester. The part number billed to the client was 65058SJ000, an OEM molding for the vehicle. However, universal molding – FLEXIMOLD – was used instead of the OEM molding.

62. The following figure is a screenshot from the NAGS/GlassMate system, showing the hardware parts that can be utilized for glass installation on a 2019 Subaru Forester.



63. In the NAGS system pictured above, the molding is identified with the number “6” in the parts Diagram on the right side. The available molding varieties included on the parts list on the left are also identified with the number “6” at the end of each listing. For this vehicle, there are thus 3 molding options in the NAGS system, starting with the highlighted entry. The unique NAGS part number for each option is listed within the parenthesis, followed by the part type (“Moulding”), the list price, and the manufacturer. The highlighted entry—the Subaru OEM option—is the most expensive of the six options.

64. As can be seen in the foregoing figure, FLEXIMOLD is not an option in the NAGS database. There is no NAGS part number or list price for FLEXIMOLD, because FLEXIMOLD or universal molding is not an approved NAGS part for any specific vehicle or application. In other words, universal molding is generally considered not suitable for most vehicles given the abundance of vehicle-specific molding available on the market. In rare circumstances, for unique vehicles, use of universal molding may be acceptable, but even then, would need to be billed based on the actual cost of the molding used, with supporting documentation.

65. The following figure is a screenshot from Safelite’s point of sale system for invoice 154185, showing that FLEXIMOLD was used, but was billed to the insurer, Farmers Insurance, at the price for the most expensive molding option, the OEM part, at a rate of \$59.10.

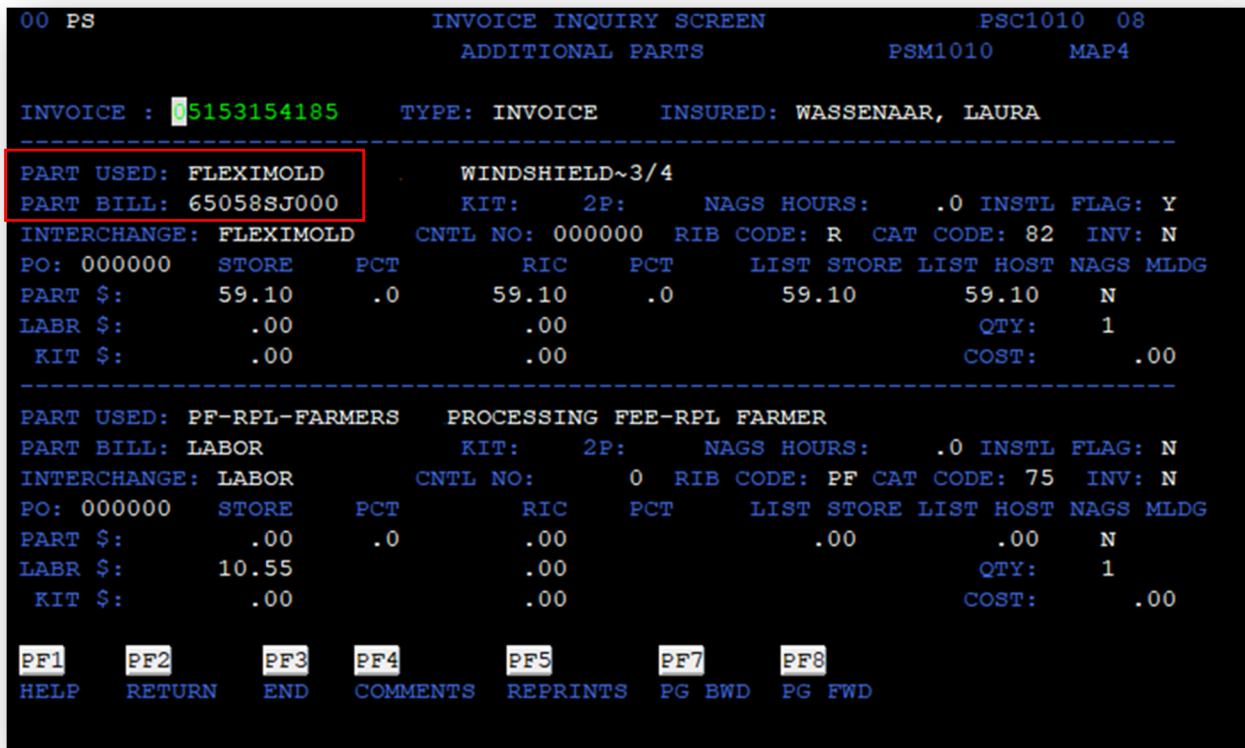
The screenshot displays the Safelite point of sale interface for invoice 154185. It is divided into several sections:

- Call Information:** Referral Number: 121201, Referral Date: 11/14/2019, Processed: Y, Request Type: CQ, Referral Status: ORDER.
- Order Information:** Client Name: FARMERS INSURANCE - 200122 (INSURANCE), Customer Name: WASSENAAR, LAURA, Dispatch Number: [blank], WO Sent Status: Y, Order Status: ORDER, Claim Number: 7000664297-1-1, Policy Number: 130193312935, PO Number: JT591173, Fleet Unit Number: [blank], Repair Deductible: \$ 0.00, Replace Deductible: \$ 0.00, Price Difference Amount: \$0.00, Date Of Loss: 11/5/2019, Quote Parts Amount: \$1,219.86, Quote Tax Amount: \$72.95, Quote Total Amount: \$1,292.81, Accept Cash Quote: False, Collection Amount: \$ 0.00, Selected Quote Offer: [blank], Type: INS RETAIL, Reason Detail: [blank], Provider Network: Safelite.
- Order Summary:** 2019 SUBARU FORESTER 4 DOOR UTILITY, VIN #: JF2SKAWC4KH543173. A placeholder image shows "NO VEHICLE IMAGE AVAILABLE".
- Parts List:** A table with columns: Glass / Part Type, Part #, SPS, Labor, Price. The row for "MOULDING FLEXIMOLD" is circled in red, showing a price of \$59.10.
- Work Order Information:** Work Order Number: 313549, CTU Number: 01844, Provider Number: 005153, Job Status/Sub-status: Invoiced, Service Type: I, Invoice Number: 154185.
- Service Provider:** 005153 - SAFELITE AUTOGLASS - DULUTH, MN. Provider Phone: (218) 624-4878. Address: 2314 W MICHIGAN ST, STE 3, DULUTH, MN 55806.

66. The following figure is a screenshot from the back-end audit log of Safelite’s point of sale system for invoice 154185, showing that the Part Number field was changed from the OEM part number, 65058SJ000, to “FLEXIMOLD.” The price, however, remained the same as the NAGS list price for the OEM part number.

MrmJobCompleteProcessor	12/14/2019 11:33:36 AM	UrethaneProductName	2 SikaTack Safe30W
MrmJobCompleteProcessor	12/14/2019 11:33:36 AM	IsUpsell	False
MrmJobCompleteProcessor	12/14/2019 11:33:36 AM	UrethaneLotNumber	
MrmJobCompleteProcessor	12/14/2019 11:33:36 AM	DOTNumber	
MrmJobCompleteProcessor	12/14/2019 11:33:36 AM	IsUpsell	False
US\Christopher.Quinn	12/14/2019 11:33:36 AM	PartNumber	65058SJ000
MrmJobCompleteProcessor	12/14/2019 11:33:36 AM	PartNumber	FLEXIMOLD
US\Shanon.Gardner	12/14/2019 11:40:04 AM	Amount	1292.81
US\Shanon.Gardner	12/14/2019 11:40:04 AM	Type	Account
US\Shanon.Gardner	12/14/2019 11:40:04 AM	CardType	
US\Shanon.Gardner	12/14/2019 11:40:04 AM	InvoiceNumber	
US\Shanon.Gardner	12/14/2019 11:40:05 AM	DiscountAmountReason	

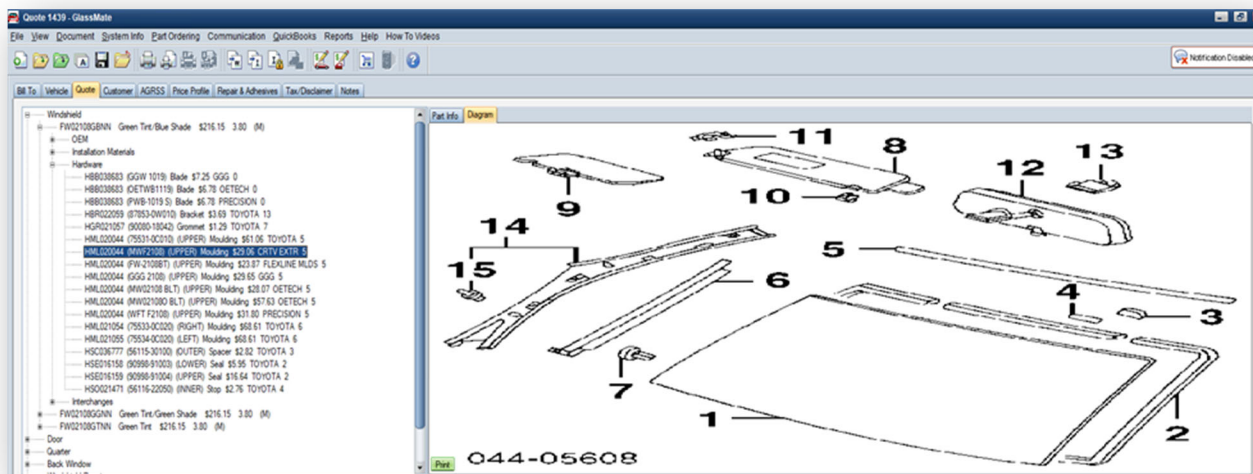
67. Finally, the figure below, a screengrab taken from Safelite’s billing system, shows that the “Part Used” was FLEXIMOLD, but the “Part Billed” was the part number for the OEM molding. The “Part Used” field is not shared with the insurance company.



**c. Example 3: Invoice 568839**

68. For invoice 568839, Safelite’s client, State Farm Insurance, was billed at \$29.06 to replace the windshield molding for the 2000 Toyota Tundra. The part number billed to the client was MWF2108, an aftermarket part-specific molding for the vehicle. However, universal molding – FLEXIMOLD – was used instead of the aftermarket part-specific molding.

69. The following figure is a screenshot from the NAGS/GlassMate system, showing the hardware parts that can be utilized for glass installation on a 2000 Toyota Tundra.



70. In the NAGS database pictured above, the upper molding is identified with the number “5” in the parts Diagram on the right side. The available molding varieties included on the parts list on the left are also identified with the number “5” at the end of each listing. For this vehicle, there are thus 7 upper molding options in the NAGS system. The unique NAGS part number for each option is listed within the parenthesis, followed by the part type (“(UPPER) Moulding”), the list price, and the manufacturer.

71. As can be seen in the foregoing figure, FLEXIMOLD is not an option in the NAGS database. There is no NAGS part number or list price for FLEXIMOLD, because FLEXIMOLD or universal molding is not an approved NAGS part for any specific vehicle or application. In other words, universal molding is generally considered not suitable for most vehicles given the abundance of vehicle-specific molding available on the market. In rare circumstances, for unique vehicles, use of universal molding may be acceptable, but even then, would need to be billed based on the actual cost of the molding used, with supporting documentation.

72. The following figure is a screenshot from Safelite’s point of sale system for invoice 568839, showing that FLEXIMOLD was used, but was billed to the insurer, State Farm Insurance, at the price for the aftermarket part, at a rate of \$29.06.

**Summary** | Diary/Notes | Shop Approval Notes | Audit Log | Invoices | Documents | Pending Parts

**Call Information**

Referral Number: 146583645	Referral Date: 12/3/2019	Processed: Y
Created: 12/3/2019 5:29 PM	Created By: XSS	Request Type: CQ <a href="#">scripting options</a>
Last Updated: 1/28/2020 11:31 AM	Last Updated By: 121	Referral Status: ORDER

**Order Information**

Client Name: STATE FARM INSURANCE - 800002 (INSURANCE)  
 Customer Name: MORGAN, MICHAEL  
 Dispatch Number: 54969866  
 Claim Number:  
 Fleet Unit Number:  
 Price Difference Amount: \$0.00  
 Quote Tax Amount: \$30.43  
 Collection Amount: \$0.00  
 Reason Detail:

**Order Summary**

2000 TOYOTA TUNDRA PICKUP 2 DOOR EXTENDED CAB  
 VIN #: 5TBRT3413YS054932

**Parts List:** [\(More Info\)](#)

Glass / Part Type	Part #	SPS	Labor	Price
MOULDING	FLEXIMOLD			\$29.06

Service Provider: 001826 - SAFELITE AUTOGLASS - NEW ORLEANS, LA SOR-CTU  
 Service Center ID: 050054  
 Provider Phone: Primary: (504) 456-2003  
 Provider Address: 901 LABARRE RD METAIRIE, LA 70001  
[Shop Info/Map](#)

Comments to Provider: WAITER  
 Recalibration Status:

**Work Order Information**

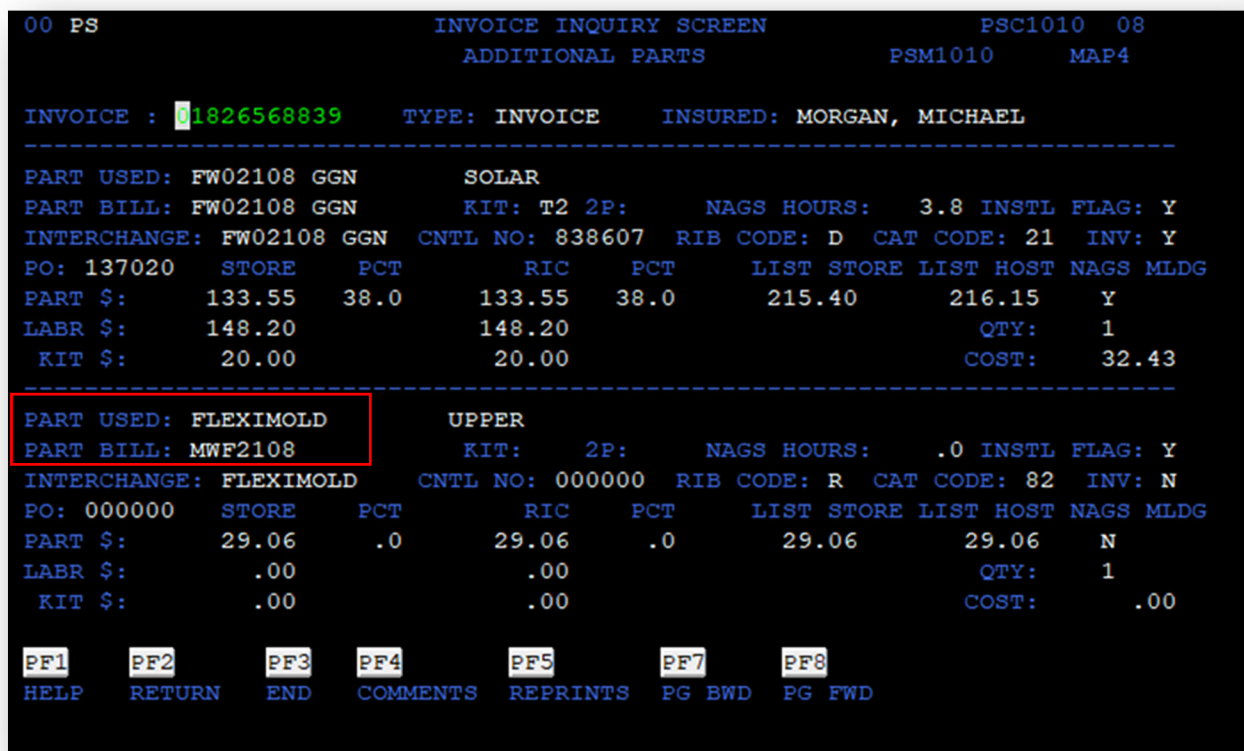
Work Order Number: 302628	CTU Number: 01826	Provider Number: 001826
Job Status/Sub-status: Invoiced	Service Type: I	Invoice Number: 568839

73. The following figure is a screenshot from the back-end audit log of Safelite’s point of sale system for invoice 568839, showing that the Part Number field was changed from the aftermarket part number, MWF2108, to “FLEXIMOLD.” The price, however, remained the same as the NAGS list price for the aftermarket part number.

Audit Log				
Last Upd By	Last Upd	Data Field	Original Value	New Value
US\Adelina.Torrez	12/3/2019 5:39:00 PM	PartNumber		FW02108 GGN
US\Adelina.Torrez	12/3/2019 5:39:00 PM	PartNumber		MWF2108
US\Adelina.Torrez	12/3/2019 5:39:00 PM	PartNumber	MWF2108	FLEXIMOLD
US\Adelina.Torrez	12/3/2019 5:39:00 PM	PartCode	M	F
US\Adelina.Torrez	12/3/2019 5:39:00 PM	CollectionAmount		0.00
US\Adelina.Torrez	12/3/2019 5:39:00 PM	SubStatus	NOSUBSTATUS	NoSubStatus
US\Adelina.Torrez	12/3/2019 5:39:00 PM	TechnicianID		UNROUTED
US\Adelina.Torrez	12/3/2019 5:39:00 PM	DateScheduled		12/3/2019 5:38:59 PM
US\Adelina.Torrez	12/3/2019 5:39:00 PM	ParentAccountType	0	16
US\Adelina.Torrez	12/3/2019 5:39:00 PM	IsSabrixTaxed	False	True
US\Adelina.Torrez	12/3/2019 5:39:00 PM	WasScheduled	False	True

74. Finally, the figure below, a screengrab taken from Safelite’s billing system, shows that the “Part Used” was FLEXIMOLD, but the “Part Billed” was the part number for the aftermarket molding. The “Part Used” field is not shared with the insurance company.

75. In each of the above cases, universal molding automatically replaced the part-specific molding. However, the part number and the price for the original part remained the same and was carried through for invoicing and payment. Similarly, in cases where the technician replaced the part-specific molding with universal molding, the price of part-specific molding is invoiced to the client.



76. From at least 2015 through 2020, Safelite engaged in this practice of using universal molding but charged insurance companies and others for part-specific molding on over 1 million vehicles. In 2019 and 2020 alone, Safelite charged insurance companies and others for part-

specific molding, but used universal molding to outfit the vehicles, for over 255,000 vehicles, over 13,850 of which were for vehicles whose glass was replaced in Illinois.

77. For the vast majority of insurance companies that Safelite did business with, the amount Safelite charged was the amount it was paid. In other words, when Safelite charged for part-specific molding despite using universal molding, it was paid the part-specific molding list price from NAGS. With GEICO – Safelite’s largest client – it had a contractual agreement up until 2020 that gave GEICO a substantial discount on parts. However, Safelite’s agreement with GEICO is no longer in effect, and, as such, GEICO is also being charged the full amount of the part-specific molding.

78. Safelite continued to engage in the same practice in 2021, using universal molding instead of part-specific molding on numerous vehicles in Illinois. And, upon information and belief, Safelite continues to charge for part-specific molding, although its technicians use universal molding in place of the part-specific molding.

#### **D. HOW SAFELITE’S FRAUDULENT ACTIONS CAME TO LIGHT**

79. In the summer of 2019, as part of his job as product development and strategy manager, Relator was reviewing the purchases and sales of products at Safelite AutoGlass when he noticed discrepancies between molding purchases, usage, and sales. Specifically, Relator noticed that Safelite AutoGlass was only billing universal molding for approximately half of what was being purchased by Safelite AutoGlass. Similarly, Relator noticed that while there were sales for a number of other moldings, Safelite AutoGlass’s purchases for those same moldings were for less than what was sold.

80. Relator pulled whatever data he was able to find and spoke with some technicians about his concerns. Relator found out that the technicians were free to use whatever molding they



wanted, and, in many cases, they did use universal molding instead of the part-specific molding for the vehicle. But the point of sales system would charge the universal molding at the same amount for the part the technician substituted.

81. Between August and September 2019, Relator investigated the situation by accessing audit logs in the point of sales system and information from Safelite's backend mainframe. In reviewing information from the mainframe, Relator found out that while a technician would use FLEXIMOLD as the part, the part billed would be the dealer part that was removed from the work order and not installed on the vehicle. Safelite's mainframe developer, Randy McCombs, stated that it had been happening this way for as long as he had been with the company, which was, at the time, for over 20 years.

82. In late September 2019-early October 2019, Relator met with various company executives to discuss his findings, including Steve Miggo, the Chief Operating Officer of Safelite AutoGlass and Relator's direct manager. Mr. Miggo agreed that it was important to get to the bottom of this issue before raising any alarms. Relator was instructed to continue investigating the issue, which at that point also involved David Cook, a finance director assigned to Relator as part of the Supply Chain Department, to mine Safelite's data.

83. From a review of the data put together by Mr. Cook, Relator found out that Safelite AutoGlass was systematically billing for OEM or aftermarket parts when universal moldings were actually used in their place. Furthermore, the data showed that this sort of billing was happening across all insurance clients and customers billed via account, including government agencies, commercial accounts, and fleet accounts.

84. In November 2019, Relator sought billing information from Precilla Jackson, an analyst at Safelite Solutions. Ms. Jackson created a program that allowed her to pull and compile

a report of 2019 year-to-date parts that were used versus the parts that were billed for all moldings. Ms. Jackson's information confirmed that numerous insurance invoices were sent out that billed the original pricing for moldings, but where technicians actually used universal molding. Ms. Jackson caused to set up a script in Safelite's internal system that allowed Relator to create similar reports, which Relator used to compile reports for 2015-2018 and 2020.

85. Having confirmed his suspicions, Relator then went over his findings with Mr. Miggo, who seemed concerned and indicated that it was "disturbing" that this was happening. Mr. Miggo asked Relator to "stop digging" until the "appropriate" people were contacted. Relator asked, and Mr. Miggo agreed, that he should speak with Jon Cardi, the then Senior Vice President, Strategic Client Sales and Support, at Safelite Solutions, for guidance.

86. In late November-early December 2019, Relator met with Mr. Cardi and relayed to him his findings. Mr. Cardi became visibly upset upon hearing Relator's research to date. Mr. Cardi agreed that the next steps were for Relator to finish his investigation and, thereafter, to meet with a larger group to review his findings, assess the risk, and decide how to fix the issue. Although he appeared interested in fixing the problem going forward, Mr. Cardi expressly indicated that the company would not provide any compensation for their years of overbilling, stating "we aren't going to go backwards."

87. Relator met with Mr. Miggo to debrief his meeting with Mr. Cardi. Mr. Miggo asked Relator to finish his report and to schedule the larger meeting to discuss the problem. Mr. Miggo also indicated that he would update Renee Cacchillo. Ms. Cacchillo was, at the time, the Chief Customer Experience Officer for Safelite. Ms. Cacchillo is currently Safelite's President and CEO.

88. After further meetings through January 2020, Relator was tasked with attempting to fix the overbilling scheme.

89. Also in January 2020, Relator spoke with Mr. Miggo, who indicated his surprise “at how cavalier [Safelite] Solutions is about the issue.” Relator also spoke with Tim Spencer, who was then Chief Financial Officer of Safelite AutoGlass. Mr. Spencer pointed out that something similar had happened in the United Kingdom and, after an insurance company found out what had happened, the UK team stopped engaging in this practice.<sup>2</sup>

90. On January 23, 2020, Relator reached out to the Safelite Solution’s billing team to obtain more information on how the universal moldings were being billed so that he could use that information to try to fix the problem. In an email conversation with Denise Shoopman, the billing manager at Safelite Solutions, Relator found out that when Safelite used universal molding for vehicles insured by State Farm Insurance,<sup>3</sup> “[w]e do not bill FLEXIMOLD to Lynx Quest Commerce [State Farm’s Third-Party Administrator] as they require POPs [proof of purchases]. Many times, I believe we just select another less expensive molding that we know we can get paid on.” Upon receiving that email, Relator spoke with Ms. Shoopman, who told him that a “former executive” had instructed them to bill for the original part. Relator further found out that this billing practice had been happening for years.

91. Between the end of January 2020 and March 2020, Relator engaged Safelite’s IT department to try to find a fix for billing moldings. The team was able to come up with a partial

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<sup>2</sup> Unlike in the UK, where the billing is made directly to the insurance company, here, Safelite Solutions serves as the third-party administrator and intermediary between Safelite AutoGlass and the insurance company. And since Safelite Solutions is the intermediary and bills the insurance companies itself, and is further the investigator of insurance fraud, insurance companies would have no reason to believe that Safelite was itself committing fraud.

<sup>3</sup> Unlike some 85% of insurance companies which use Safelite Solutions as its third-party administrator, State Farm Insurance – the largest insurer of vehicles – uses the services of Lynx Quest Commerce as its third-party administrator.

solution that would block dealer parts from being billed incorrectly, but it would also prevent any billing for those parts (i.e., in the rare cases where the dealer parts were actually used, they could not be billed). This solution only fixed approximately 5% of the issue but dealt with the highest dollar amounts. Relator reported this back to the group and included in his report that he would continue working on a longer-term solution. No one in the group objected.

92. Upon information and belief, Po-Wen Shi, a member of Safelite's IT department who was involved in helping Relator with the fix, was also relaying information and updates to Ms. Cacchillo concerning this fix.

93. In March 2020, in an attempt to silence him and stop his work attempting to fix the scheme, Relator was furloughed by Safelite for four months without pay or a specified return date. The reason given by Safelite for Relator's furlough was COVID. Relator found out that he was the only management person in the supply chain to be furloughed. Relator was not provided a salary during the period in which he was furloughed.

94. In May 2020, Relator was informed by a colleague at Safelite that he was to be terminated. However, Relator was ultimately not fired; instead, he was contacted in late June 2020 by Mr. Miggo, who informed him that Relator would be returning in July 2020 and would be reporting to Mr. Lanno instead of Mr. Miggo.

95. Prior to Relator's return, Mr. Lanno contacted Relator to inform him that his job duties would be changing, even though Relator's work had helped Safelite bring in millions of dollars in revenue. Upon Relator's request for more information, Mr. Lanno was unable to provide anything further.

96. When Relator returned to work in July 2020, Relator spoke with Mr. Lanno to discuss Relator's open projects, including the project to fix the billing issue. That was when Mr.

Lanno informed Relator that he and Mr. Groves had “put that in place years ago and it is fine as it is.” Mr. Lanno further informed Relator that the programming was implemented to help with inventory and to ensure that Safelite did not lose money when a technician swapped out parts. When Relator indicated that he should talk to Mr. Miggo about what he had just learned, Mr. Lanno threatened Relator, indicating that his career would “end up in the ditch.”

97. Relator spoke with Mr. Miggo the next day about Mr. Lanno’s plans and asked whether Mr. Miggo still wanted Relator to fix the universal molding billing issues. Relator did not inform Mr. Miggo that Mr. Lanno had created the issue in the first instance or that he had threatened Relator’s job. Mr. Miggo indicated that Relator should continue working on a fix and speak again with Mr. Lanno about fixing this issue.

98. Relator again reached out to Mr. Lanno to try to discuss Relator’s projects as well as the billing issue. Mr. Lanno became agitated and rambled on about the fact that the “FBI” would get involved and that it would only become a huge problem for Safelite.

99. On July 15, 2020, Mr. Lanno emailed Relator, stating that he had met with Mr. Miggo, Mr. Spencer, and Mr. Cardi, and that they had decided that the FLEXIMOLD billing project was not a priority, and that Relator should stop working on it. Mr. Lanno also asked Relator to send a note to everyone involved that Relator was going to stop working on the project. Relator responded with concern and refused to send the note. Relator indicated that Mr. Lanno could send the note in his stead.

100. Relator met with Mr. Miggo in person about the email that Mr. Lanno sent. Mr. Miggo responded that Mr. Lanno did not reach out to him and that he did not know what Mr. Lanno was talking about. Nonetheless, Mr. Miggo noted that the problem still needed to be fixed.

101. On or about August 20, 2020, Mr. Lanno discussed with Relator his future with Safelite. Mr. Lanno gave Relator two options. Relator could work on a team that he did not have a good relationship with and for an individual who was at the same management level as Relator. The other option was for Relator to apply for a role with Belron. Because Relator had three young children at home, and because the first option was essentially a demotion, Relator chose to pursue the job with Belron.

102. Relator again met with Mr. Miggo to discuss his transition and to review the FLEXIMOLD billing project. Mr. Miggo agreed that Relator should continue working on it, and Relator agreed to finish the project. Relator's new manager at Belron, Rolando Herrera, agreed and allowed Relator to continue working on the issue.

103. Between October 2020 and April 2021, multiple meetings were held with the Safelite supply chain team and a few others to discuss a long-term fix. Many of the people who were on the team were Mr. Lanno's subordinates. Thus, as more people were added, the project became difficult to manage as the team brought up roadblock after roadblock. Even though Relator was now Strategic Products Procurement Manager with Belron, Safelite's parent company, Relator was unable to cause any changes to the billing practice.

104. On or about April 22, 2021, Relator escalated the matter to Tom Feeney, the then CEO of Safelite. Relator met with Mr. Feeney multiple times that day. The first time Relator met with Mr. Feeney individually to inform him about Relator's findings. Later that day, Relator met with Mr. Feeney and Mr. Spencer to discuss the issue. Mr. Spencer had thought that the issue had been resolved, but Mr. Spencer agreed that the billing issue needed to be fixed as soon as possible. Mr. Spencer committed to putting a team of executives together to fix the issue, and that Kathy Paskvan, a Safelite Vice President and its Controller, would lead the group.

105. The next day, on or about April 23, 2021, Relator met with Ms. Paskvan as well as with Dan Loyal, Vice President of Operations, Chad Flowers, Vice President of Operations, Roxanne Wilson, Senior Vice President of Risk, and Ben Naylor, Vice President of Information Technology, to bring everyone up to speed and to give Relator an opportunity to review the issue and to provide a potential long-term fix to the problem.

106. The group worked on the issue through June 30, 2021. But there was no mention of notifying past customers or paying anything back to the customers, and Relator continued to encounter roadblocks. Thus, Relator brought his concerns to Belron management. Belron management initiated an internal investigation of Safelite's billing practices.

#### **E. SAFELITE'S ALLEGED INTERNAL INVESTIGATION AND AFTERMATH**

107. At the end of November 2021, Relator was contacted by Johnny Vorce, the Global Head of Risk Management for Belron. Relator was asked to fly to Orlando on short notice for a meeting about the investigation. The meeting included Belron's outside counsel.

108. Shortly following that meeting, as it became clear to Relator that after two years of attempts to bring attention and solutions to the problem, Defendants had little interest in actually stopping the schemes, Relator resigned from Belron on or about December 10, 2021.

109. Upon information and belief, Safelite continues to bill insurance companies for parts that it did not actually use on the vehicle.

## **II. SANITIZATION AND ILLEGAL BILLING OF "CARE AND CLEANING" SERVICE**

### **A. THE DEVASTATING IMPACT OF COVID-19 AT SAFELITE**

110. On March 11, 2020, the World Health Organization declared Covid-19 a pandemic. Within weeks, most Americans were under a shelter-in-place or stay-at-home order, and

individuals and businesses alike were told by the CDC to maintain protocols for disinfecting surfaces and washing hands.

111. The Covid-19 pandemic had an immediate and devastating impact on Safelite's business and revenues. On March 30, 2020, Safelite's then-President and CEO, Tom Feeney, announced major changes at the company, noting that "demand for our services has dropped significantly." By early April 2020, Safelite's revenues had already cratered by 55%.

112. At Safelite's corporate parent, Belron, executive management was similarly concerned since its lucrative Vehicle Glass Repair and Replacement ("VGRR") segment was driven primarily by Safelite's revenues in the United States. Similarly, Belron's financial results (which included Safelite) were presented by its corporate parent, D'leteren Group, a publicly traded corporation in Belgium, and demonstrated a substantial reduction in North American revenues.

## **B. SAFELITE'S SANITIZATION SOLUTION FOR LOST BUSINESS**

113. Within Safelite's headquarters in Columbus, Ohio, senior executives recognized that they needed to win back customers who were understandably concerned about the hygiene and sanitation practices of the businesses they dealt with. In late March or April 2020, Safelite's executives quickly came up with a solution purportedly premised on ensuring the safety of its customers and technicians during Covid-19: the Care and Cleaning service.

### **1. The Care and Cleaning Service**

114. The Care and Cleaning service was designed by Safelite executives, including Jon Cardi, Steve Miggo, Renee Cacchillo, Tim Spencer, Cindy Elliott, Ryan Trierweiler, and Tom Feeney, and designed for technicians to sanitize vehicles during the window installation process.



Care and Cleaning and was also known internally as “touch point sanitization” or “Covid-19 Vehicle Cleaning” or the “ECTC Service.”

115. Safelite, along with its corporate parent Belron, actively promoted Safelite’s sanitization service as a demonstration of their commitment to customer and technician safety. For example, Belron’s Integrated Report 2020, entitled “Making a difference with real care,” reported on the ongoing status of its businesses during Covid-19, including Safelite, and lauded their quick response to the Covid-19 crisis “to put in place enhanced hygiene and safety measures for our teams.”

116. According to Belron’s CEO, Gary Lubner, the field workforce was “equipped with protective equipment and safety processes and procedures were implemented across branches and mobile services to protect both our customers and technicians. This included sanitization of all touchpoints in a vehicle both at the start and end of every job, which was quickly integrated as a standard part of the Belron Way of Fitting.”

117. Similarly, at Safelite, technicians were supposed to be supplied with and required to use special sanitation wipes, created and distributed by Safelite, to clean the vehicle both before they began a job and after the job was finished prior to returning the vehicle to its owner. Pursuant to a company policy, two wipes were to be used at the beginning and two more at the end, or a total of four wipes per vehicle. The policy was very strict and alternative wipes or cleaning products were not permitted. This policy also provided Safelite headquarters with a means of tracking inventory at its supply facilities and usage in the field operations.

118. However, as described below, the ECTC Service was performed on few vehicles, and had little to do with ensuring customer safety and sanitization. Instead, driven by the lucrative sanitization fees, Safelite continued to bill its unwitting customers and their insurers for the ECTC

Service even when Safelite knew it had not been performed. Within a short time, the ECTC Service became the golden goose driving profits for Safelite, Belron and D'leteren Group during the pandemic.

## **2. Safelite Prematurely Launches ECTC Service Before Wipes Even Available**

119. Safelite launched the ECTC Service in late April or early May 2020, *before* it had wipes in stock, let alone distributed to its field force. Indeed, Safelite did not even have a plan yet to supply the proper wipes needed to disinfect vehicles for Covid-19. At shops, technicians received only ad hoc instructions to use whatever products, if any, that they had at their disposal, including a drop of soap on a rag or hand towel to clean the vehicles.

120. While Safelite knew that technicians had not received any wipes or other products that could kill Covid-19, Safelite continued to bill insurers a sanitization fee for months. Initially, the charge was added by a designated Safelite employee—usually a customer advocate in each store or for the district—who was instructed to assume that each car had been sanitized and to manually add the \$25 ECTC Service fee to each job on Safelite's point-of-sale system known as "SV2," a proprietary software managed at its Columbus, Ohio headquarters.

## **3. Safelite Manipulates SV2 Software To Automatically Bill For ECTC Service And Prevent Field Technicians From Removing Charge**

121. During the initial weeks of the program, Safelite's Information Technology team, including members of its SV2 team at the corporate headquarters in Ohio, were working on a more "permanent" solution so that a Safelite employee did not have to manually enter the fee for each job. The SV2 team ultimately modified the SV2 software to ensure that the ECTC Service fee was automatically added to every job, regardless of whether it had been performed.

122. As the pandemic progressed and the ECTC service continued to be automatically applied to each insurance bill, some technicians tried to remove the automatically applied ECTC

Service fees from work orders because the cleaning was not being performed and technicians did not want to charge customers and their insurance companies the fee.

123. In June or July 2020, Safelite emailed all field leaders and associates, including store managers, regional supply chain managers, district managers, regional vice presidents, operations managers, assistant store managers, and customer advocates, due to corporate concern that fees were being removed and the lost revenue tied to their removal. According to field leaders, many regional vice presidents and district managers instructed their technicians to assume the vehicles were cleaned and continue to bill the fee on every job. Conversely, nothing was done to investigate why technicians were removing the fees or to ensure that technicians were actually performing the cleaning.

124. During this same time, Safelite's team "hard-coded" the SV2 software, preventing technicians from removing the ECTC Service fee from the invoice, even if the service had not been performed. This coding was implemented by Safelite Solutions' SV2 point of sale team. The Head Business Analyst/Systems Architect was charged with implementing programming changes within SV2. This hard-coding also had to be approved by Chief Operating Officer Steve Miggo or Executive Vice President Ryan Trierwhiler.

125. The fee, which was \$25, was automatically applied to all insurance-paid work orders, regardless of whether the service had actually been provided.

#### **4. Safelite-Designed Wipes Finally Produced But Fail To Reach Field**

126. To help ensure their ECTC Service fees withstood scrutiny from insurers, Safelite chose to design and develop its own sanitization wipes in-house. The wipes, called "Touch Point Sanitization Wipes," were designed by Paul Syfko, Head of Technical Innovation at Belron, and submitted for approval by the United States Food and Drug Administration ("FDA"). According

to the National Drug Code Directory maintained by the FDA, the “Start Marketing Date” was May 1, 2020, which is the date the author indicated that it started marketing the packaged product—not necessarily when it was approved or manufactured.

127. Safelite hired a third party, Stephen Gould, to manufacture the wipes. The wipes ultimately were packaged in a canister with the following label:



128. While insurers had been billed the sanitization fee for months, the Safelite wipes did not become available to Safelite stores and technicians until September 2020.

129. At this time, Safelite stores were responsible for requesting wipes from the warehouses—but because the service was not being performed, it was open and notorious at Safelite that stores were not requesting wipes. Indeed, internal Safelite documents show that for some months, zero wipes were sent to stores, even as tens of thousands of ECTC Service charges

were being billed to insurance companies for work at those stores. At the same time, regional vice presidents—reporting directly to Safelite’s headquarters—were still being told by their superiors to assume the car was cleaned and bill for it.

130. Safelite’s executives knew that they were billing for ECTC Services that were not being provided. Despite hard-coding the fee, Safelite’s home office continued to receive reports from the field, district managers, and regional vice presidents that the wipes were not being used. Similarly, the supply chain team, headed by Dino Lanno, did not follow up with the field to ensure that wipes were being requested and timely delivered. While the ECTC Service had now been in place for several months, Safelite still had no auditing or enforcement mechanisms to ensure the ECTC Service was being completed.

**C. SAFELITE CONTINUES TO BILL FOR ECTC SERVICE, DESPITE KNOWING THAT IT WAS NOT BEING PERFORMED**

131. By adding the ECTC Service to each and every insurance-paid job, regardless of whether it was performed, Safelite knowingly chose to accept an unchecked and largely cost-free extra line of profit. Keeping fees for the service intact became a priority as Safelite sought to increase profitability despite the decline in business due to Covid-19.

**1. Employees Were Instructed To Include ECTC Service Charges On Bills**

132. Relator was told by various field managers and district managers that they were told to assume that the cleaning service was performed on every job, regardless of whether it was performed. Additionally, when the ECTC charges were at times rejected in the billing process, Safelite directed the billing department to ensure that the ECTC fee was included on every invoice, again, regardless of whether the service was performed.

133. In or around March 2021, Relator participated in a phone call in which Belron indicated that Safelite had collected approximately \$55-60 million in revenue related to the ECTC program alone.

**2. Collection Of Unearned ECTC Service Fees Became Running Joke Amongst Management**

134. By the end of 2020, the widespread non-use of sanitization wipes had become well-known to, and a running joke with, upper management at Belron and Safelite. In meetings that Relator attended, Belron leaders began meetings acknowledging that technician failure to use the wipes could become an issue if word got out, but ended the same meetings gloating about the incredible profits that the ECTC program was generating for Safelite. These meetings included bi-weekly team meetings with Eric Duarte, Head of Group Supply Chain at Belron and monthly global operations team calls with Richard Tyler, Group Customer Director for Belron Global. On one such monthly call in or about December 2020 or January 2021, Tyler noted that Safelite was making more on ECTC Service fees alone than many of the Belron units were making in total profits, and while it was concerning that the service was not being done, Belron was happy to be collecting the millions in profit.

135. Safelite management was equally aware of the issue. Indeed, through the entirety of the ECTC Service program, Relator and others, including Paul Syfko, personally observed that the wipes that Safelite had invented and successfully obtained FDA approval for were not being used. The point of contact for Safelite at Stephen Gould, which manufactured the wipes, also told Relator about his own experience, where a Safelite mobile repair vehicle came to repair his wife's windshield and he and his wife observed first-hand that no wipes were used and no effort was made to sanitize the car. Relator elevated this story to Safelite senior management, including VP of Finance Mike Lyons. This experience was consistent with reports and experiences all over the

country, where technicians and store managers reported wipes sitting unused in back rooms, and district managers and regional VPs reported that the wipes were not being shipped to stores.

### 3. Company-Wide Survey Confirms Wipes Not Being Used

136. In January 2021, after months of verified reports that wipes were not being used, Safelite executives requested an update on warehouse inventory data which tracked the number of wipes “sent” from warehouses (where wipes were stored) to retail locations. This information revealed an enormous discrepancy in the number of wipes being sent to retail locations compared to the number of wipes being billed to insurer clients. Notably, this same information had been compiled since September 2020, when the wipes were first rolled out, and demonstrated that the wipes were not being used on many, if not most, jobs Safelite performed. Nonetheless, Safelite continued to bill the fee on all insurance jobs and, on information and belief, never provided a refund.

137. On January 25, 2021, Safelite Senior Vice Presidents Garth Beck and Chad Flowers sent an email to all district managers, with a copy to all regional vice presidents (“RVPs”), stating that “Sanitizing wipes are available in all districts and should be used for Care and Cleaning service (ECTC) on every job.”

**From:** Field Communications  
**Sent:** Monday, January 25, 2021 5:39:21 AM (UTC-08:00) Pacific Time (US & Canada)  
**To:** zz#All District Managers  
**Cc:** zz#All RVPs; Beck, Garth; Flowers, Chad; Loyal, Dan; Lanno, Dino; Labarca, Toni; SupplyChainTeam  
**Subject:** DM Action Required | Sanitization Wipe Survey



**From the Desks of SVPs Garth Beck & Chad Flowers...**

Sanitizing wipes are available in all districts and should be used for Care and Cleaning service (ECTC) on **every** job.

The consumption data does not indicate the expected usage. If the wipes are not being used, we want to understand why and if something different is being used.

These wipes were purchased with to help provide our associates with a sanitized work environment as we work through this pandemic. We also need to ensure we are providing all services for which we are charging customers. Touchpoint cleaning needs to be top of mind and performed on every repair and replacement job.

**Take Action:**

1. Attached is a spreadsheet showing wipe movement by supporting warehouse since the wipes were introduced in September. The wipes "sent" represent the amount of product billed out from warehouses to their retail locations. Two wipes should be used when beginning a job, and two wipes once the job has been completed.
2. After you review the details for your district, we ask that you please complete the following [survey](#) with your honest feedback **by next Monday, February 1, 2021**.

Thank you.

138. As confirmed by the email, "The consumption data does not indicate the expected usage"—reflecting that Safelite's own data showed a massive discrepancy between the number of wipes being shipped to technicians for the ECTC Service and the number being used. The email goes on to state that "We also need to ensure we are providing all services for which we are charging customers," again acknowledging what was already known to executives at Safelite, *i.e.*, that Safelite was *not* providing "all services" that it was charging customers.



139. Beck and Flowers then asked respondents to “Take Action” and to complete and return an attached spreadsheet “showing wipe movement by supporting warehouse since the wipes were introduced in September.” In addition to confirming that wipes were not available until September 2020, the email also acknowledges that “The wipes ‘sent’ represent the amount of product billed out from warehouses to their retail locations. Two wipes should be used when beginning a job, and two wipes once the job has been completed.” As readily demonstrated by the spreadsheet attached to the January 25 email, the region that included the districts within Illinois was substantially behind its expected wipe usage for September, October, November, and December 2020:

			October		
			229,920	82,590	36%
Market	RSCM	RVP	Wipes Need	Wipes Sent	% Target
Minneapolis	Blomquist	Carr	58532	10320	18%
Milwaukee	Blomquist	Carr	42628	8580	20%
Omaha	Blomquist	Carr	25264	1800	7%
St. Louis	Blomquist	Carr	31736	6780	21%
Chicago	Blomquist	Carr	40512	14220	35%
Des Moines	Blomquist	Carr	11772	2130	18%
Davenport	Blomquist	Carr	19476	38760	199%

			September		
			188,016	38,940	21%
Market	RSCM	RVP	Wipes Need	Wipes Sent	% Target
Minneapolis	Blomquist	Carr	47284	7560	16%
Milwaukee	Blomquist	Carr	34788	3300	9%
Omaha	Blomquist	Carr	20252	4800	24%
St. Louis	Blomquist	Carr	25560	7200	28%
Chicago	Blomquist	Carr	33056	7440	23%
Des Moines	Blomquist	Carr	9700	2880	30%
Davenport	Blomquist	Carr	17376	5760	33%

			November		
			158,956	73,920	47%
Market	RSCM	RVP	Wipes Need	Wipes Sent	% Target
Minneapolis	Blomquist	Carr	40748	11160	27%
Milwaukee	Blomquist	Carr	28868	9180	32%
Omaha	Blomquist	Carr	17812	10380	58%
St. Louis	Blomquist	Carr	23056	10380	45%
Chicago	Blomquist	Carr	27972	22500	80%
Des Moines	Blomquist	Carr	7916	10080	127%
Davenport	Blomquist	Carr	12584	240	2%

			December		
			168,336	41,580	25%
Market	RSCM	RVP	Wipes Need	Wipes Sent	% Target
Minneapolis	Blomquist	Carr	40004	5220	13%
Milwaukee	Blomquist	Carr	30472	8340	27%
Omaha	Blomquist	Carr	17940	1440	8%
St. Louis	Blomquist	Carr	26300	6720	26%
Chicago	Blomquist	Carr	31928	10800	34%
Des Moines	Blomquist	Carr	7796	8100	104%
Davenport	Blomquist	Carr	13896	960	7%

			TOTAL			
			745,228	237,030	32%	
Market	RSCM	RVP	Need	Actual	% to Target	Rank
Minneapolis	Blomquist	Carr	186568	34260	18%	75
Milwaukee	Blomquist	Carr	136756	29400	21%	66
Omaha	Blomquist	Carr	81268	18420	23%	58
St. Louis	Blomquist	Carr	106652	31080	29%	37
Chicago	Blomquist	Carr	133468	54960	41%	13
Des Moines	Blomquist	Carr	37184	23190	62%	4
Davenport	Blomquist	Carr	63332	45720	72%	3

140. The spreadsheet plainly reflects that Safelite was not “sending” as many wipes as they were billing for and that Safelite’s management knew it. For example, for the Chicago

district, from September through December 2020, 133,468 wipes were needed, but only 54,960 were “sent.” Even assuming that the wipes sent were actually used, that was only enough wipes to cover 41% of the jobs that Safelite billed for the ECTC Service.

141. The responses to the survey confirmed that the ECTC Service was not being provided. However, based on responses to the survey, and in an effort to somehow cover their tracks, Safelite executives told the supply chain team to start forcing the shipment of wipes out into the field (sending wipes even if not requested). The number of wipes sent to the shops was based on the number of wipes that were already billed by that shop, irrespective of how many wipes were used.

142. Safelite’s “regions” were operated and overseen by Regional Vice Presidents (RVPs). As an RVP for Illinois, Brenton Carr’s responsibilities included managing the operations, including sales teams, store and warehouse staffing, inventories (in stores and warehouses), meeting goals, and preparing and reviewing financials. Essentially, an RVP was responsible for managing Safelite’s business for their region, on a day-to-day basis. All Safelite store and district managers report to an RVP. Additionally, RVPs are responsible for managing front-line hourly technicians, *i.e.*, the employees installing windshields in the field.

143. In 2021, in an effort to obtain more information about the usage of the wipes in the field, Safelite asked RVPs to evaluate and increase their scrutiny of the ECTC program. Some RVPs initiated policies requiring district managers to report more frequently regarding whether they were using the wipes. These programs were meant to ensure that stores were using the wipes as required, or at least to determine gaps in usage. However, there was still no progress in wipe usage, and instead, more excess wipes were sitting in storage. The non-performance of the ECTC program continued well into 2021, and long after the January 25, 2021 email referenced above.

144. Internally at Safelite, it was well known that wipes were not being used. From technicians in the field, all the way to the corporate offices, it was understood and even joked about, that the wipes were not being used. In many cases, wipes that were “sent” to a retail location were just placed into storage and *not used*. Store managers even complained about the wipes taking up space and eventually drying out because they were not being used.

145. Safelite’s Executive Sales Team also referenced the special wipes in negotiations with insurance companies to convince them to pay for the ECTC Service. If the wipes were not being used (which they weren’t), those relationships, and the economic benefits associated with them, would suffer.

146. At all levels of Safelite it was well known that the ECTC Service was not being performed, but nonetheless billed for. For example, RVPs regularly discussed the ECTC Service billing issues with their superiors, including Garth Beck. During these meetings, Carr and Beck would have reviewed inventory and financial data from Safelite’s corporate headquarters. This information included data on all inventory for the retail side of the business (*i.e.*, products sold to customers) as well as products shipped through warehousing. The data came from Safelite’s corporate finance department and included financial information on the ECTC Service. In particular, the financial information stated how much money Safelite was making on ECTC Service charges to insurance companies.

146. During these regular meetings, RVPs discussed the fact that the wipes were not being used—but never discussed reimbursing insurance companies or taking real steps to ensure compliance with the program. In advance of these meetings, RVPs received emails from executives at Safelite’s corporate office confirming that technicians were not doing the service and needed to improve. Later emails confirmed that the technicians were still not improving.

147. During subsequent meetings and calls, the same executives congratulated themselves and celebrated the amount of profits created from the ECTC Service. At no point during these meetings in 2020 or 2021, did executives discuss changing the billing practice even though it was widely known that insurance companies had been billed for services that were not provided.

**D. SAFELITE ACTIVELY CONCEALS DISCREPANCIES IN SUPPLIES**

148. In March 2021, John Stacy joined Safelite to take over the supply chain team. In his onboarding meeting with Relator, when asked whether Relator could do anything to help him, Stacy asked Relator to help him figure out what to do with all of the outstanding wipes. Stacy knew there were already far too many excess wipes piling up in Safelite store backrooms and warehouse storage facilities. He needed to figure out what to do with the outstanding wipes that had already been ordered from Stephen Gould, as Stephen Gould representatives notified Safelite that it could not keep the custom manufactured wipes at its facility indefinitely. Safelite's ultimate solution was to ship the unused wipes to Safelite's main distribution center in Braselton, Georgia, where the company paid storage fees for the wipes, specifically created to kill Covid-19 and protect customers, to sit by the truckload in a warehouse and dry up.

149. In April 2021, while talking to Toni Labarca at her desk about a different topic, Relator saw an email from someone in the field come into Labarca's inbox about the ECTC Service. Labarca raised her concerns about the ECTC Service to Relator, noting that the feedback she was hearing from the field in response to the surveys she sent out in January was that very few cars were being cleaned properly. As discussed above, the results of this survey were well known to Safelite senior management, who were using them in their discussions with RVPs. Labarca then stated that she could not believe that Safelite had not stopped the program, given the responses to

the survey, and that someone needed to do something about it. Following this conversation, Relator escalated his concerns to Belron leadership, including the fact that Safelite had billed millions of dollars for a service it clearly had not performed. Labarca thereafter asked Relator to stop coming to her desk so that others would not “get any wrong perceptions.”

150. [REDACTED]

151. By August 2021, Safelite had already ordered millions of wipes from Stephen Gould, but tried to walk back their order, refusing to pay for or collect additional outstanding wipes. At that time, Safelite owed Stephen Gould \$1.6 million for wipes that they had ordered in accordance with their estimation of the number of wipes that would be needed to complete jobs up to that point. Dino Lano and Jerry Stanly eventually used their leverage to require that Stephen Gould give Safelite a \$300,000 discount and to resell the chemicals used in creating the wipes. Stephen Gould still had truckloads of completed wipes sitting at their facility and was unable to resell the custom wipes. In December 2021, the representative for Stephen Gould reached out directly to Relator for help to try to convince Safelite to pay its outstanding balance of \$1.3 million. Relator talked to VP of Finance, Mike Lyons about Stephen Gould’s concerns and only then was the bill paid.

**E. SAFELITE BILLED MILLIONS OF DOLLARS OF FEES TO INSURANCE COMPANIES FOR A SERVICE IT NEVER PERFORMED**

152. Safelite was still billing for ECTC in the spring of 2021. Relator was aware that the majority of Safelite’s insurance clients were being billed and paying for the ECTC service, including many of the largest insurance companies in the country and Illinois, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

153. Safelite ended the ECTC Service program having charged the service to approximately three million customers and their approximately 330 insurance companies. The program generated over \$70 million in revenue. Safelite never reimbursed the insurance companies for its failure to perform the service, though it was open and notorious in the corporate office and internal documents showed that Safelite was well aware that the service was not being done.

154. At the same time, on information and belief, Safelite blocked other companies that provide glass replacement services from obtaining reimbursement for similar sanitation services.

**FIRST CLAIM FOR RELIEF**

**Illinois Insurance Claims Fraud Prevention Act**

**740 ILCS 92/5(b) and 720 ILCS 5/17-10.5(a)(1)**

**Alleged Against Defendants by People of Illinois *ex rel.* Williams**

155. Williams re-alleges and incorporates herein by reference each and every allegation contained in the proceeding paragraphs as though set forth in full herein.

156. This is a claim for penalties and assessments under the Illinois Insurance Claims Fraud Prevention Act Section 740 ILCS 92/5(b) and 720 ILCS 5/17-10.5(a)(1).

157. By virtue of the conduct alleged herein, including in paragraphs ¶¶ 2, 3, 8, 15-17, and 19-154 above, Defendants, and each of them, have repeatedly violated the Illinois Insurance Claims Fraud Prevention Act and Section 720 ILCS 5/17-10.5(a)(1) and committed insurance fraud by engaging in the following prohibited acts or conduct:

A. Knowingly obtaining, attempting to obtain, or causing to be obtained, by deception, control over the property of an insurance company or self-insured entity by the making of a false claim or by causing a false claim to be made on any policy of insurance issued by an insurance company or by the making of a false claim or by causing a false claim to be made to a self-insured entity, intending to deprive an insurance company or self-insured entity permanently of the use and benefit of that property, as alleged in the above paragraphs, including but limited to, ¶¶ 2, 3, 8, 15-17, 54-78, 85, 86, 89, 90, 118-120, 122-124, 128, 130, 132, 134, 137-139, 146; and/or

B. Knowingly presenting or causing to be presented false or fraudulent claims for the payment of a loss or injury under a contract of insurance; and/or

C. Knowingly making or causing to be made false or fraudulent claims for payment of a benefit; and/or

D. Presenting or causing to be presented written or oral statements as part of, or in support of claims for payment or other benefit pursuant to an insurance policy, knowing that the statement contains false or misleading information concerning material facts; and/or

E. Preparing or making any written or oral statements that are intended to be presented to an insurer in connection with, or in support of, claims or benefits pursuant to an insurance policy, knowing that the statements contain false or misleading information concerning



material facts, and with the intent to deprive an insurance company or self-insured entity permanently of the property or funds paid.

159. As a result of such conduct on the part of Defendants, insurance companies and consumers have been damaged in substantial amounts, and are entitled to penalties and assessments for each violation of Illinois Insurance Claims Fraud Prevention Act Section 740 ILCS 92/5(b) and 720 ILCS 5/17-10.5(a)(1), to be determined at trial.

160. Further, injunctive relief, including a preliminary injunction, is warranted to prohibit Defendants from engaging in conduct that the Illinois Insurance Claims Fraud Prevention Act Section 740 ILCS 92/5(b) and 720 ILCS 5/17-10.5(a)(1).

### **PRAYER FOR RELIEF**

WHEREFORE, Relator prays for judgment against Defendants, in an amount to be proven at trial, as follows:

1. For civil penalties of \$10,000 be imposed for each and every fraudulent claim Defendants presented or caused to be presented to an insurance company or a consumer;
2. For an assessment sufficient to disgorge its unlawful profit and provide restitution for its fraudulent conduct;
3. For treble the amount of the assessment;
4. For pre- and post-judgment interest, along with attorney's fees, costs, and expenses necessarily incurred in bringing and pressing this case;
5. For an injunction prohibiting Defendants from violating the Illinois Insurance Claims Fraud Prevention Act Section 740 ILCS 92/5 and 720 ILCS 5/17-10.5;
6. For Relator to be awarded the maximum percentage of any recovery allowed to him; and

7. For such other further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Relator hereby demands trial by jury as to all issues so triable.

Dated: May 30, 2024

Respectfully Submitted

PLAINTIFF-RELATOR BRIAN WILLIAMS

/s/ Roger A. Lewis

By

\_\_\_\_\_  
One of His Attorneys

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*Lead Counsel for Plaintiff-Relator*

**CERTIFICATE OF SERVICE**

I hereby certify that on May 30, 2024, I caused the foregoing document to be e-filed with the Circuit Court of Cook County through File and Serve Illinois, which automatically sends notice to all counsel of record.

Dated: May30, 2024

Respectfully submitted,

Plaintiff-Relator, Brian Williams

/s/ Roger A. Lewis  
By \_\_\_\_\_  
One of His Attorneys

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