

September 19, 2025

Mr. Owen Kendler  
Department of Justice  
Suite 4000, Liberty Square Building  
450 Fifth Street, NW  
Washington, DC 20530

**Re: Supplemental Complaint – Safelite Group Monopolistic Practices, Collusion with Insurance Partners, and Ongoing Consumer Harm**

Dear Mr. Kendler,

On behalf of the Independent Glass Association (IGA) and the independent automotive glass service providers across the United States, we respectfully submit this updated complaint regarding the alleged monopolistic practices of the Safelite Group and its affiliated companies, including Safelite AutoGlass and Safelite Solutions.

This submission follows our previously filed complaints with both the DOJ and FTC and reflects significant new developments that heighten our concerns.

**I. Ongoing Allegations of Monopolistic Behavior**

Since our most recent discussions, Safelite Group has allegedly continued to wield unchecked monopoly power to the detriment of independent glass providers and consumers. Reports from shops and policyholders nationwide document a growing pattern of:

- **Steering abuse** – Safelite Solutions allegedly directs policyholders away from independent shops even after authorization has been provided.
- **Price fixing and suppression** – Independent shops report increasingly restrictive pricing authorization practices, with reimbursement levels dictated by Safelite’s dual role as both TPA and service provider.
- **Consumer harm** – Confusing and deceptive communications from Safelite have allegedly undermined consumer choice, led to delayed repairs, and introduced safety risks when recalibration services are misrepresented or diverted.

**II. State Farm Transition and Escalating Issues**

The transition of the State Farm Glass Claim Program from LYNX Services to Safelite Solutions (effective July 1, 2025) has resulted in widespread operational and competitive issues:

- Authorization and visibility breakdowns – Shops report FNOL handling problems, exclusion from assignment systems, and reduced visibility on digital claim platforms.
- Steering via digital and phone scripts – Consumers using State Farm’s portal and call-in systems are allegedly misled into believing that non-Safelite shops are inferior or unavailable.
- Anti-competitive exclusion – Even shops that met program requirements have been denied participation or limited in claim access, reinforcing Safelite’s dominant position.

These issues were not present when LYNX Services administered the program, highlighting the alleged anti-competitive effects of the transition.

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**IGA** INDEPENDENT  
GLASS ASSOCIATION

### **III. Potential Collusion with Insurance Partners**

New reporting indicates that Safelite's alleged practices are not isolated but may involve systemic cooperation or tacit approval from insurer partners such as State Farm, GEICO, Travelers, USAA, Nationwide, Progressive, and Allstate.

Examples include:

- Insurer-branded emails and texts sent by Safelite Solutions that mislead policyholders into rescheduling with Safelite AutoGlass despite already choosing another provider.
- Opaque data-sharing arrangements where consumer claim data appears to be used for post-claim marketing without consent, potentially violating the CAN-SPAM Act.

This raises the concern that insurers may be complicit in enabling monopolistic conduct.

### **IV. Evidence of Collusion & Market Exclusion Allegations in Litigation**

Recent federal filings further underscore the systemic nature of Safelite Group's alleged exclusionary and monopolistic conduct. In Civil Action No. 25-cv-1251 (C.D. Ill., Peoria Division), LYNX Services alleged that Safelite engaged in unfair competition tied to trade secret claims. While Safelite attempted to argue that such claims were preempted under Illinois Trade Secrets Act (ITSA), the LYNX opposition brief highlighted broader allegations of Safelite's "immense control over the market" and a "history of exclusionary and predatory practices." Even though Safelite has sought to dismiss or minimize these allegations, the court record establishes that competitors themselves are consistently pointing to Safelite's anti-competitive market dominance and collusive practices

This record aligns directly with independent glass shop reports and the DOJ's antitrust concerns, because it demonstrates that accusations of market control, predatory behavior, and collusion with insurers are surfacing repeatedly in litigation, not just from independent shops, but also from large industry players like LYNX. These references cannot be brushed aside as incidental; they show a pattern of exclusionary behavior central to Safelite's business model.

### **V. Supporting Evidence from State-Level Actions**

#### **Illinois Amended Complaint (2023-CH-00537)**

The Illinois action brought by the State of Illinois and former Safelite Group, Inc. employee Brian Williams alleged uncovered systemic fraudulent billing and misrepresentation schemes carried out by Safelite and Safelite Solutions. Safelite was alleged to substitute cheap universal moldings while invoicing insurers at OEM or aftermarket rates, creating millions in fraudulent overcharges. As the complaint emphasizes, this conduct was enabled and concealed through Safelite Solutions' dual role as claims administrator and affiliate repairer, an arrangement described as "the fox guarding the hen house." This structure reinforces the IGA's argument that Safelite leverages its insurer partnerships to both manipulate claims and exclude independent competitors.

#### **California Second Amended Complaint (23-CIV-00025)**

Similarly, the California action alleged nearly identical schemes: fraudulent billing of replacement parts and fabricated sanitization service charges. Safelite knowingly charged insurers and consumers for services not rendered, while using its TPA function to approve its own claims. This case highlights that the same alleged patterns of deception, misrepresentation, and insurer collusion exist across multiple states, demonstrating a coordinated nationwide strategy rather than isolated misconduct.

Although Safelite denied wrongdoing in both these cases, the sheer size of the settlements and the States' reservation of rights show the seriousness of the allegations and the risk Safelite faced if the cases went to trial. The references to these settlements are provided only as evidence that similar allegations of monopolistic practices, deceptive conduct, and insurer collusion have repeatedly surfaced in independent litigation across

multiple jurisdictions. The information is provided solely to underscore that the Department of Justice should be aware of the recurring and consistent nature of such allegations nationwide.

## VI. Legal Concerns

The cumulative behavior of Safelite Group and its affiliates appears to violate:

- **Racketeer Influenced and Corrupt Organizations Act (RICO, 18 U.S.C. §§ 1961–1968)** – Given the coordinated nature of the alleged conduct between Safelite and insurer partners, there may be grounds to investigate potential racketeering activity if patterns of collusion, fraudulent practices, and enterprise-level misconduct are substantiated.
- **Sherman Act, Section 2** – Abuse of monopoly power and exclusionary conduct.
- **FTC Act, Section 5** – Unfair and deceptive acts or practices.
- **CAN-SPAM Act (15 U.S.C. §§ 7701–7713)** – Unauthorized commercial messaging and misrepresentation in consumer communications.

## VII. Requested DOJ Action

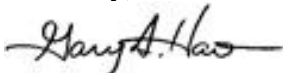
Based on the sum of all evidence to date, the IGA respectfully urges the Department of Justice to:

1. Formally expand its investigation into Safelite Group's practices as both a TPA and repair provider.
2. Evaluate the potential collusion between Safelite and its insurer partners that enables steering, price suppression, and consumer deception.
3. Consider structural separation of TPAs and affiliated repair providers to eliminate inherent conflicts of interest.
4. Pursue interim relief to prevent ongoing consumer harm, including safeguards against misleading insurer-branded communications.

We believe that independent automotive glass providers and consumers alike are suffering measurable harm from Safelite's unchecked market dominance and its relationships with insurance partners. Without DOJ intervention, this conduct will continue to erode competition, inflate costs, and undermine consumer choice.

We stand ready to provide additional exhibits, consumer testimonies, and shop declarations to support this request.

Sincerely,



**Gary Hart**, Executive Director

Cc: Sarah Licht (Department of Justice FFB)  
via email and USPS:  
Suite 4000, Liberty Square Building  
450 Fifth Street, NW  
Washington, DC 20530

## EXHIBIT A



### Your vehicle's safety system will need recalibration after windshield replacement

The following steps are required to avoid any out-of-pocket expense for your recalibration service.

TRAVELERS INSURANCE recalibration reference number 6 [REDACTED]

**Please follow this simple, three-step process to make arrangements for recalibration and payment:**

- 1 Schedule recalibration:** Contact your local dealership or qualified specialist to confirm capabilities and scheduling options.
- 2 Submit estimate:** Dealership or qualified specialist must obtain authorization and pricing approval prior to the recalibration. [Tap here to view estimate submission instructions.](#)
- 3 Complete recalibration:** Dealership or qualified specialist will receive direct payment for the recalibration from TRAVELERS INSURANCE via credit card.

[Click here](#) to learn more about recalibration.

If you or the dealership have any questions regarding this process, please contact [ADASInvoices@safelite.com](mailto:ADASInvoices@safelite.com) or [800-833-4527](tel:800-833-4527).

## Safelite SOLUTIONS

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7400 Safelite Way, Columbus, Ohio 43235.

You've received this email because you recently contacted TRAVELERS INSURANCE for vehicle glass service. If you feel you have received this email in error, please contact 877-648-4772.

[View in browser](#)

## EXHIBIT B



YOUR GLASS CLAIM REMAINS OPEN

Schedule your replacement for your 2024  
PORSCHE CAYENNE today



Conor Wade, our records show that the NATIONWIDE INSURANCE glass claim for your 2024 PORSCHE CAYENNE remains open. If you haven't had COASTAL CAROLINA AUTO GLS fix your glass, we're here to help you with this last step. Easily schedule service with Safelite AutoGlass® at [safelite.com](https://www.safelite.com), or call COASTAL CAROLINA AUTO GLS at [\(843\) 630-0621](tel:8436300621) so they can complete the work.

Schedule with Safelite

Schedule with Safelite

Questions about your claim?

Call your NATIONWIDE INSURANCE representative at [800-890-1375](tel:8008901375) and have your referral number ready. Your referral number is [480970](tel:480970).



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Get help arranging for windshield and glass repair or replacement.

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### Welcome to Nationwide's *On Your Side*® Glass Service

Submitting your glass claim only takes a few minutes. We'll collect some information, verify your coverage and then schedule your appointment.

Policy number

Policy ZIP

Best number to reach you

Extension (Optional)

When did the damage occur? MM/DD/YYYY



Not sure? If you don't know the exact date, give us your best estimate.

How did the damage occur?

Is your damage to glass only?

 Yes  No

Get started

Need help? [Request that we call you.](#)

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### Welcome to Nationwide's *On Your Side*® Glass Service

Submitting your glass claim only takes a few minutes. We'll collect some information, verify your coverage and then schedule your appointment.

Policy number

Policy ZIP

Best number to reach you

Extension (Optional)

When did the damage occur?

Not sure? If you don't know, please select "Other"

How did the damage occur?

Is your damage the result of a recent event?

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**Your Privacy**

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