

July 22, 2025

Office of Policy and Coordination
Bureau of Competition
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580

Re: Supplemental Complaint – Safelite Group’s Expanding Monopoly, CAN-SPAM Act Violations, and Deceptive Conduct Following State Farm Transition

Dear Mr. Guarnera,

This letter supplements and is intended to replace our July 14, 2025 complaint to highlight urgent, escalating developments surrounding the Safelite Group and its entities—Safelite AutoGlass and Safelite Solutions—that further substantiate our call for immediate regulatory action.

Since our original filing, the following material events have occurred, each compounding the risk to consumer choice, fair market access, and legal compliance:

I. State Farm’s Transition to Safelite Solutions as TPA – New Evidence of Anti-Competitive Harm

As detailed in our July 11, 2025 letter to Brianne Jones, Vice President of State Farm P&C Claims Operations, the shift to Safelite Solutions as State Farm’s national glass claims administrator (effective July 1, 2025) has created a new wave of alleged anti-competitive behavior and consumer deception:

- **Brand Confusion:** Consumers interacting with State Farm's claim channels are routinely presented with “@safelite.com” communications and Safelite AutoGlass branding, without clarification that a TPA is managing the claim—not a repair provider. This deception leads consumers to believe Safelite AutoGlass is their only or default option.
- **Steering via Digital Portals and Phone Scripts:** State Farm’s online portal only displays limited shops (often Safelite-owned chains), omitting many eligible providers. Customers are told to call a centralized number where subtle steering occurs—implying non-Safelite shops may charge out-of-pocket or lack warranties.
- **Dispatch Issues:** Reports from shops continue to indicate that selection, assignment, and dispatch functionality remains inconsistent between Safelite Solutions and State Farm platforms. Many shops designated as “preferred vendors” report that they appear on one platform but not the other, resulting in consumer confusion and limiting the insured’s right to choose their service provider.

In addition, when jobs are assigned, shops have reported a variety of operational failures, including lack of notification, incorrect or missing program IDs, and assignment errors. These technical breakdowns have directly impacted the ability of shops to fulfill work in a timely and compliant manner.

Furthermore, shops consistently report that it is difficult, if not impossible, to contact Safelite Solutions to resolve these issues. When contact is made, shops are frequently told that the problem lies with State Farm, while State Farm allegedly directs them back to Safelite Solutions. This lack of accountability and circular deflection not only undermines the claims process but also reinforces the perception that independent providers are being systematically disadvantaged.

- **Suppression of Independent Shops:** Even shops who complied with program opt-in deadlines have been excluded from listings or assignment processes, harming both shop revenues and insured satisfaction.

These tactics exploit Safelite’s dual role as administrator and repairer, reducing visibility and access for non-affiliated shops and steering claims to its own facilities—exactly the type of anti-competitive conduct the FTC is charged with preventing.

II. Alleged Violations of the CAN-SPAM Act and FTC Act

As outlined in our formal **CAN-SPAM complaint** dated June 20, 2025, [report number: 189060435], Safelite is allegedly using consumer data obtained during the claim filing process to engage in **unauthorized and misleading digital marketing**:

- **Consumers Receive Unsolicited Emails and Texts** from Safelite AutoGlass after selecting a non-Safelite shop—without opt-in consent or opt-out options.
- **Email Misrepresentation**: These communications often use insurance company logos and come from @safelite.com domains, leading consumers to believe they are official communications from their insurer.
- **Intentional Interference**: These messages seek to redirect jobs away from chosen independent shops back to Safelite AutoGlass under the false pretense of scheduling assistance.

These actions likely violate:

- **CAN-SPAM Act (15 U.S.C. §§ 7701–7713)**: for sending commercial messages without consent, misleading sender identity, and failing to include opt-out mechanisms.
- **FTC Act, Section 5 (15 U.S.C. § 45)**: for deceptive and unfair trade practices and misrepresentation of insurer affiliation.

The FTC’s responsibility to investigate these activities is not just rooted in competition enforcement but also in consumer protection from fraudulent or coercive communications.

III. The Pattern is Clear—An Alleged Coordinated Monopoly in Action

With its recent consolidation of insurer relationships, limited electronic dispatch access, systemic steering, and now direct-to-consumer digital interference, Safelite continues to engage in:

- **Single-Firm Market Domination** (Section 2, Sherman Act)
- **Exclusionary Access to Claims Processing**
- **Deceptive Advertising Practices**
- **Suppression of Competition through Software Gatekeeping**
- **Manipulation of Consumer Choice via Misleading Communications**

This monopolistic playbook mirrors the worst traits of Pharmacy Benefit Managers (PBMs)—a comparison we highlighted previously—and demands similar regulatory oversight and structural separation.

We Urgently Request the Following:

1. **Update the Ongoing Investigation** into Safelite Group’s role as both TPA and repair provider to incorporate the most recent developments outlined herein.
2. **Enforce the CAN-SPAM and FTC Acts** regarding Safelite’s email and SMS marketing campaigns that mislead consumers and interfere with legitimate shop assignments.
3. **Recommend Structural Separation** of TPAs and affiliated service providers to prevent conflicts of interest.
4. **Audit Dispatch and Claim Assignment Systems** for discriminatory access and data exclusion of independent providers.

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5. **Establish Rules Similar to PBM Oversight**, including fair reimbursement standards, transparency mandates, and “any willing provider” protections.

III. Request for Interim Relief

Given the ongoing harm to independent auto glass shops and confusion among consumers, we respectfully request that the Federal Trade Commission consider issuing interim relief while the broader investigation and regulatory considerations proceed.

The unchecked power of the Safelite Group is already producing adverse effects: shops are being excluded from claim assignments and consumer platforms, referrals are being steered unfairly, and misleading communications are undermining consumer confidence. Without interim safeguards, the damage will continue to compound.

We believe that immediate measures—such as a temporary moratorium on exclusive integrations, transparency requirements for consumer communications, and enforced access parity for non-affiliated shops—can mitigate ongoing harm while preserving the integrity of your ongoing inquiry.

As we have previously provided supporting materials, we still stand ready to provide additional evidence, including consumer communications and sworn declarations from shops who have suffered harm under this scheme.

Thank you for your continued attention to this matter.

Sincerely,



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