

## Declaration of Jacob Cook

My name is Jacob Cook. I am 24 years old. I currently live in Montréal, Québec, Canada. I have been a resident of Montréal for four years. Previously I was a resident of the Puget Sound (Seattle) region for twenty years.

I was employed by Haury's Lake City Collision from 2009 to 2013 in the capacity of administrative assistant and employee responsible for information technology (IT). During that time, I was privy to the below-described interactions between my then-employer and Mitchell International.

Below is my testimony:

At the time of my employment in July 2009, Haury's Lake City Collision used two different software applications to manage repair operations and customer service, Mitchell's ABS 8.1 and CCC Pathways. ABS was used to manage repair orders, observe customer service indices, issue estimates, and conduct payroll, among other things; while Pathways was used exclusively to generate said repair orders and estimates from vehicle manufacturer and parts data. At that time ABS did not include any features for generating repair orders or estimates on its own (as this function was accomplished by Mitchell's accompanying product RepairMate or, as we had chosen, its competitor CCC's offering). Rather, ABS allowed you to import this data generated prior and print not only full repair orders (invoices) but also estimates (not-yet-invoices). Our interaction with ABS was generally positive: the software was getting on in years and showed its age in its speed and difficulty to license, for example, but everything worked just fine in the end.

It was in early 2010 that we were approached by a sales representative from Mitchell International, Dan Ross, who came to our shop to speak to us about a new replacement for ABS called RepairCenter. Mr. Ross gave us at least two presentations about the features and utility of RepairCenter (likely more). In Mr. Ross' presentations we were told that RepairCenter was akin to a "new version" of ABS, and was intended by Mitchell to replace ABS as a new full-scale shop management suite. Initially we were sceptical of the need for a new software suite as our current relationship with ABS was mostly OK, and did not know why paying for a new, more expensive suite would be worth it. However our scepticism was allayed by the new features promised with RepairCenter. Namely we were most enthusiastic about the wireless photo upload system, with which we could more easily document the state of the vehicles throughout their time with us at the facility, as well as the fact that our existing subscription to support services for ABS had expired and we would need to resubscribe to something anyway in order to continue to benefit from certain services.

During these presentations, my supervisor Jeff Butler and I made a particular point to confirm that RepairCenter was able to perform all of the tasks that ABS did, and in a similar manner. Among these, we asked if RepairCenter would be able to import and print estimates in a manner similar to ABS. We were reassured by Mr. Ross that this would indeed be the case. We were again reminded that RepairCenter was a full replacement for the ABS suite, which was no longer to serve as Mitchell's flagship software suite going forward, so it would naturally perform all of the functions of ABS in addition to new features. After having all of our questions satisfied, and having more time to think about the transaction, we decided to proceed with it. My supervisor signed the new contracts and we began an implementation schedule a few months later.

Our implementation of RepairCenter began in mid-2010. A specialist from Mitchell International flew up to Seattle for the week. She helped us install the new software, and conducted one-on-one and group training sessions with us to get us acquainted with it. Being accustomed to working with technology and trying new software I did not require much assistance to get started, and was able to review RepairCenter and its features independently. I became aware of the fact that RepairCenter was missing a crucial component: the ability to print estimates without having to convert them to repair orders (invoices) beforehand. This is something every repair shop needs to do at some point, so it was puzzling to us why RepairCenter did not include this feature. Especially because Mr. Ross had promised us beforehand very clearly that it would be able to do this. We were told by the specialist as well as Mr. Ross that the feature was indeed missing but that it would be delivered in an update, at most "a few months from now". (Note that many shops use their estimation software (Pathways/RepairMate) to print initial estimates, but due to our shop's specific requirements and workflow we needed the ability to print via the management software. This was well understood by Mitchell and Mr. Ross during our conversations.)

It was my impression (and that of others at the time, as they stated very publicly) that the software left a lot to be desired. RepairCenter had just been released by Mitchell and we were among the first to begin using it. But it became clear quickly that the software was not quite ready. There were many bugs in the software that seriously impacted its flow of operation. Some were addressed over subsequent months via software updates, which was welcome. But the software remained slow and often difficult to work with; and the most serious missing feature, the inability to print estimates, still was a major problem for us. Additional problems, such as nonsensical behaviour of analytics mechanisms, made getting accurate information out of the software to measure business metrics very difficult if not impossible. We had to resort to a parallel construction of spreadsheets and manual entry for features that were supposedly "included in the software" but simply did not work as they were supposed to.

While we waited for the update, Mitchell advised us to continue using the ABS suite for printing initial estimates. It seemed strange to us to have to now use a third large application for this little feature, but it was necessary to run our shop as we required, so we acquiesced. We requested a complimentary extension to our ABS support contract so that we could at least have necessary assistance during this period, which was

important as we were undergoing IT infrastructure upgrades that would occasionally impact ABS' operation. Mitchell declined to offer such an extension.

As months turned into years of wrestling with this new, nonsensical "temporary" configuration, and repeated promises of updates to alleviate our ongoing problems resulted in nothing, we were very upset that Mr. Ross had misrepresented the product he was selling, and that no additional recourse could be found from the half-dozen other Mitchell employees we dealt with over that period of time. We had interacted with regional Mitchell employees as well as managers and executives at Mitchell's head office, but none were willing to address our concerns in a substantive manner. With these ongoing problems we requested Mitchell relieve us of our obligations under the contract but they again unsurprisingly declined.

We were nonetheless forced to continue to pay for software that was not delivered as described, and did not properly suit our needs, with no accountability or satisfactory recourse for the problems that occurred.

I swear under penalty of perjury that the above statement is true and correct to the best of my knowledge.



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Jacob Cook