

Larson Ex. 13

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

SAFELITE GROUP, INC. AND
SAFELITE SOLUTIONS LLC,

Civil Action No. 15-cv-1878
(SRN/SER)

Plaintiffs,

v.

MICHAEL ROTHMAN, in his official capacity
as the Commissioner of the Minnesota
Department of Commerce,

Defendant.

**SAFELITE’S RESPONSES AND OBJECTIONS TO
DEFENDANT’S FIRST SET OF INTERROGATORIES**

Pursuant to the Federal Rules of Civil Procedure Plaintiffs Safelite Group, Inc. and Safelite Solutions, LLC (collectively, “Safelite” or “Plaintiffs”) hereby submit their responses and objections to Defendant Michael Rothman’s First Set of Interrogatories dated December 11, 2015 (“Interrogatories,” and each individually an “Interrogatory”).

GENERAL OBJECTIONS

Safelite makes the following general objections to Defendant’s Interrogatories (the “General Objections”). These General Objections are applicable to, and are hereby incorporated by reference into, each of Safelite’s specific responses to each of the specific Interrogatories. One or more of the General Objections may be specifically referred to in response to a particular Interrogatory for the purpose of clarity. The failure to specifically incorporate an objection, however, is not a waiver of the objection.

1. Safelite objects to each Interrogatory to the extent that it calls for information that is not reasonably accessible.

2. Safelite objects to each Interrogatory to the extent it is overly broad or calls for information that is unduly burdensome to obtain.

3. Safelite objects to each Interrogatory to the extent it is vague, ambiguous, indefinite, or fails to describe the information requested with reasonable particularity, particularly in light of Defendant's failure to provide any definitions within the Interrogatories. The specific responses to be provided will be based upon Safelite's interpretation of the language used in the Interrogatories. Safelite reserves the right to further amend or supplement those responses in the event that Defendant asserts an interpretation that differs from Safelite's.

4. Safelite objects to each Interrogatory to the extent that it calls for information that is or will be the subject of expert testimony, the disclosure of which is not yet due.

5. Safelite objects to each Interrogatory to the extent that it is compound and joins subparts that seek information about discrete subjects, and therefore constitutes two or more Interrogatories under Rule 33(a) of the Federal Rules of Civil Procedure.

6. Safelite objects to the extent Defendant's Interrogatories are not limited by a relevant time period, and therefore impose an undue burden on Safelite.

7. Safelite objects to the Interrogatories to the extent that they seek information protected by the attorney-client privilege, the work product doctrine, common interest privilege, third-party confidentiality agreements or protective orders, or any other applicable privilege, immunity, or protection.

8. Safelite objects to each Interrogatory to the extent that it calls for information that is not relevant to the claim or defense of any party or not proportional to the needs of this case.

9. Safelite objects to each Interrogatory to the extent that it purports to demand information that is not within the possession, custody or control of Safelite.

10. Safelite objects to each Interrogatory to the extent it calls for information that is (i) publicly available or is readily available to Defendant and/or (ii) can be obtained with less burden or expense from another source.

11. Safelite objects to each Interrogatory to the extent that it fails to comply with, or seeks to impose obligations in excess of, the Federal Rules of Civil Procedure. Safelite will respond to each Interrogatory in accordance with the Federal Rules of Civil Procedure.

12. Safelite objects to any contention by Defendant that any response to any Interrogatory implies that information or documents responsive to such Interrogatory exist.

13. Safelite objects to each Interrogatory to the extent it presumes facts or mischaracterizes any position that Safelite has taken in this case. Nothing in these objections or responses shall be construed to imply that Safelite adopts such presumptions or characterizations.

14. These responses and objections and any information produced are provided without waiver of any objections as to the competency, relevance, materiality, privileged status or admissibility of any information as evidence.

15. Safelite expressly reserve the right to amend, revise or supplement these responses and objections at any time.

SPECIFIC OBJECTIONS AND RESPONSES

INTERROGATORY NO. 1:

Identify each person you may call as a witness in this matter.

RESPONSE TO INTERROGATORY NO. 1:

In addition to its General Objections, Safelite objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome insofar as it asks Safelite to “[i]dentify each

person” that Safelite “*may*” call as a witness in this action. Safelite further objects to this Interrogatory because it is premature. Safelite also objects to this Interrogatory because it purports to require the production of expert information in a manner inconsistent with the Amended Pretrial Scheduling Order entered by the Court on January 12, 2016.

Subject to the foregoing objections and the General Objections, Safelite states that it presently believes that it is likely to call the following fact witnesses at trial in light of the discovery record to date:

- Brian D. O’Mara
- Andrew J. Kipker
- Marty Fleischhacker
- T.J. Patton
- Rick Rosar
- Lisa Rosar
- Mike Reid
- Michael Schmaltz
- Gary Hart
- Chuck Lloyd
- Michael Rothman

For additional information regarding these individuals Safelite directs Defendant to the parties’ Rule 26(a)(1) disclosures. Fact investigation and discovery are ongoing and Safelite expressly reserves the right to supplement or modify its responses and objections to this Interrogatory.

INTERROGATORY NO. 2:

For each expert witness, provide the information required by Fed. R. Civ. P. 26(a)(2).

RESPONSE TO INTERROGATORY NO. 2:

In addition to its General Objections, Safelite objects to this Interrogatory on the grounds that it is premature. Safelite further objects to this Interrogatory as vague and ambiguous as to the phrase “[f]or each expert witness.” Safelite also objects to this Interrogatory because it purports to require the production of expert information in a manner inconsistent with the Pretrial Scheduling Order entered by the Court on September 10, 2015. Subject to the foregoing objections and the General Objections, Safelite states that it will provide any expert disclosures required by Federal Rule of Civil Procedure 26(a)(2) in accordance with the schedule provided for in the Pretrial Scheduling Order.

INTERROGATORY NO. 3:

Identify all instances that Plaintiffs are aware of in which a Minnesota auto glass services provider collected payment from an insured customer for the difference between the amount the insurance company paid and the amount the glass services provider charged.

RESPONSE TO INTERROGATORY NO. 3:

In addition to its General Objections, Safelite objects to this Interrogatory as overly broad because it seeks information without any limitation to the time period relevant to this action. Safelite further objects to this Interrogatory because it calls for information that is not within the possession, custody or control of Safelite. Specifically, only non-Network glass repair shops may seek reimbursement directly from the policyholder for the difference between what the insurance company will pay and what the insured customer is charged. By definition, Safelite does not have a contractual relationship with non-Network shops, and Safelite does not have access to every shop’s billing policies and practices. Safelite also objects to this Interrogatory as

unduly burdensome. There are hundreds of non-Network glass repair shops in Minnesota—Safelite cannot practicably monitor all of them to determine which are exercising their right to collect balances from policyholders.

Subject to the foregoing objections and the General Objections, Safelite states that many glass repair shops have not entered into a Network Participation Agreement with Safelite, and therefore can charge policyholders more than what the insurance company deems a fair and reasonable price. In instances where such “non-Network shops” charge the customer more than the price that the insurance company has established as fair and reasonable, the non-Network shops may seek the balance from the customer. Safelite is aware that many such non-Network shops explicitly provide on their invoices that if the insurance company does not make full payment of the invoice, the customer will be liable for the full amount of the balance. Safelite is also aware that some non-Network shops provide on their invoices that they have the right to keep the customer’s car until payment of the invoice in full. For examples of such invoices, Safelite directs Defendant to Exhibits A-C to the Declaration of Brian D. O’Mara in Further Support of Plaintiffs’ Motion for a Preliminary Injunction, *see* Docket No. 44, as well as the documents produced by Onsite Auto Glass, LLC and Kirchner Body Shop in response to the subpoenas served by Plaintiffs on December 22, 2015.

Fact investigation and discovery are ongoing and Safelite expressly reserves the right to supplement or modify its responses and objections to this Interrogatory.

INTERROGATORY NO. 4:

Identify all instances that Plaintiffs are aware of in which a Minnesota auto glass services provider attempted to collect payment from an insured customer for the difference between the amount the insurance company paid and the amount the glass services provider charged.

RESPONSE TO INTERROGATORY NO. 4:

Safelite incorporates and restates its objections and responses to Interrogatory No. 3.

INTERROGATORY NO. 5:

Identify any instance in which Plaintiffs or an affiliated glass service provider suffered an adverse impact from providing the disclosure required by Minn. Stat. § 72A.201, subd. 6(14).

RESPONSE TO INTERROGATORY NO. 5:

In addition to its General Objections, Safelite objects to this Interrogatory as overly broad and unduly burdensome because it seeks information without any limitation to the time period relevant to this action. Safelite further objects to this Interrogatory as vague and ambiguous as to the phrases “affiliated glass service provider” and “adverse impact.” Safelite also objects to this Interrogatory to the extent it calls for information from third party glass service providers that is not within the possession, custody or control of Safelite. Safelite further objects to this Interrogatory to the extent it calls for information that is or will be the subject of expert testimony, the disclosure of which is not yet due.

Subject to the foregoing objections and the General Objections, Safelite states that forcing Safelite to tell policyholders that Minnesota law “prohibits me from pressuring you to choose a particular vendor,” sends a message to policyholders that Safelite is disfavored and has been deemed untrustworthy by Minnesota law. Forcing Safelite to convey this self-demeaning message unduly interferes with its constitutional right to engage in commercial speech with its customers by casting unwarranted suspicion on Safelite’s professional integrity without any corresponding benefit to those customers.

Fact investigation and discovery are ongoing and Safelite expressly reserves the right to supplement or modify its responses and objections to this Interrogatory.

INTERROGATORY NO. 6:

State the number of instances in which Plaintiffs have disciplined an employee for deviating from an approved script in handling calls with Minnesota insureds from 2012 to present.

RESPONSE TO INTERROGATORY NO. 6:

In addition to its General Objections, Safelite objects to this Interrogatory as overly broad and unduly burdensome. Specifically, Safelite does not code or otherwise organize its employee records based on whether such employees have followed (or not followed) the appropriate scripts for handling calls with Minnesota insureds. Accordingly, the information requested is not readily accessible for Safelite, and could only be accessed (if at all) through a piecemeal review of thousands of employee records. Safelite further objects to this Interrogatory as vague and ambiguous as to the term “disciplined.”

Subject to the foregoing objections and the General Objections, Safelite states that the scripts that Safelite Solutions uses when it communicates with policyholders are developed with each insurer to ensure that the scripts accurately convey information to policyholders about their insurance company’s glass program. Safelite Solutions trains its customer service representatives on the importance of following the appropriate scripts. Safelite Solutions also monitors its personnel on script compliance and, when necessary, trains them further. In addition, first-notice-of-loss calls are subject to live monitoring both by Safelite Solutions supervisory personnel and by the insurance company clients on whose behalf the scripts are developed. Customer service representatives also sign a document in which they acknowledge that they must adhere to insurance company scripting as a condition of their employment. To the extent it occurs, Safelite does not condone non-compliance with approved scripts by its customer service representatives.

INTERROGATORY NO. 7:

Describe how Plaintiffs set the compensation of their employees who handle contact with insureds or with independent auto glass service providers, including whether any portion of the compensation paid is conditioned upon success in referring an insured to a particular provider or class of providers, or in obtaining an agreement from a service provider to pricing terms.

RESPONSE TO INTERROGATORY NO. 7:

In addition to its General Objections, Safelite objects to this Interrogatory as seeking irrelevant information because Defendant has offered no reason why Plaintiffs' methods of compensating their employees have any bearing on any of the claims or defenses at issue in this action. Subject to the foregoing objections and the General Objections, Safelite states that call center employees of Safelite Solutions who handle contact with insureds or with auto glass service providers are paid on an hourly basis. Such employees' compensation is not contingent upon success in referring insureds to a particular provider or class of providers, or in obtaining an agreement from a provider to pricing terms.

INTERROGATORY NO. 8:

Identify all legal proceedings or arbitrations in Minnesota or involving Minnesota insureds in which an employee of either Plaintiff has testified on behalf on an insurance company.

RESPONSE TO INTERROGATORY NO. 8:

In addition to its General Objections, Safelite objects to this Interrogatory as vague and ambiguous as to the phrase "on behalf on an insurance company." Safelite further objects to this Interrogatory because the phrase "involving Minnesota insureds" is vague, overly broad, and unduly burdensome. Subject to the foregoing objections and the General Objections, Safelite states that Safelite Solutions has provided affidavits for arbitrations involving insurance company clients. A collection of those affidavits will be produced to Defendant in connection

with the pending administrative matter captioned *In the Matter of Safelite Solutions, LLC*, OAH
Docket No 60-1004-32400.

DATED: January 20, 2016

/s/ Richard D. Snyder

Richard D. Snyder (#191292)
Emily Unger (#393459)
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**admitted pro hac vice*

ATTORNEYS FOR PLAINTIFFS
Safelite Group, Inc. and
Safelite Solution LLC

Larson Ex. 14

NITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

SAFELITE GROUP, INC. AND SAFELITE
SOLUTIONS, LLC,

Plaintiffs,

vs.

Michael Rothman, in his official capacity as
Commissioner of the Minnesota Department of
Commerce,

Defendants.

)
) Case No.: 15-cv-1878
) (SRN/SER)
)
)
) Declaration of Richard D. Soltau
) in support of Defendant's
) Memorandum Opposing
) Plaintiffs' Motion for Summary
) Judgment
)
)
)
)
)

Under penalty of perjury, Richard D. Soltau states as follows:

1. I am the President of American Auto Glass Incorporated. My company repairs and replaces automobile glass and is located in Bemidji, Minnesota. We have been in business for approximately 18 years. Except as otherwise noted, I make this declaration of my own knowledge.

2. Many years ago, I worked with an organization out of Nebraska called Neon Claims Advantage. The owners of Neon convinced me to allow them to handle collections of my invoices with insurance companies. My understanding and expectation was that they would be collecting from the insurance companies only. They were never authorized to balance bill or otherwise pursue additional payments from my customers. I have never balanced billed a customer in the entire time that I have been in business and I have never have allowed anyone acting on my behalf to do that. For customers with insurance, the only amounts that they are responsible for are their deductibles, if they have deductibles. I deal directly with the insurance companies to handle any short paid invoices. That is what Neon was to do on my behalf.

3. I have been provided copies of two invoices and two letters from Neon to a customer of my company. The letters were from December 2007 and the invoices were from 2005 and 2006. I understand that these documents have been submitted to the Court. I have not seen these documents prior to when they were provided to me as part of this lawsuit. I did not authorize Neon to pursue my customer for the amounts American Family owed to me.

4. Because I was unhappy with Neon's services, I terminated our relationship with Neon and shortly afterward Neon went out of business. The owners of the company seemed to vanish after it shut down because I was not able to make contact with them and no one else that I knew who was working with Neon was able to make contact either.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Richard D. Soltau

Larson Ex. 15

ROB'S AUTO BODY INC.
1008 ROBERT STREET NE
ALEXANDRIA, MN 56308
PHONE:(320) 763-5724 FAX:(320) 763-5796
FED ID# 41-1947198 EMAIL: ROBSAUTO@WISPER-WIRELESS.COM

FINAL BILL

06/17/2013 10:57 AM

Owner

Owner: [Redacted]
Address: [Redacted]
City State Zip: Alexandria, MN 56308-3207

Work/Day: [Redacted]
Home/Evening: [Redacted]
FAX: [Redacted]

Control Information

Claim #: REFERRAL # 458887
Loss Date/Time: 06/15/2013
Deductible: None
Ins. Company: AMERICAN FAMILY INS
Company Contact: AMERICAN FAMILY INS
Address: P O BOX 182277
City State Zip: Columbus, OH 43218-2277
Claim Rep: SAFELITE SOLUTIONS

Insured Policy #: [Redacted]
Loss Type: Comprehensive
Work/Day: [Redacted]
FAX: [Redacted]

Inspection

Inspection Date: 06/17/2013 10:57 AM
Appraiser Name: Tim Fearing

Inspection Type: [Redacted]
Appraiser License #: [Redacted]



Repairer

Repairer: ROB'S AUTO BODY INC
Address: 1008 ROBERT ST NE
City State Zip: ALEXANDRIA, MN 56308

Contact: TIM FEARING
Work/Day: (320)763-5724
FAX: (320)763-5796

Repair Start Date/Time: 06/18/2013 12:30 PM
Repair Complete Date/Time: 06/18/2013 02:45 PM
Target Complete Date/Time: 06/18/2013 03:00 PM

Vehicle Drop Off Date/Time: 06/18/2013
Vehicle Pick Up Date/Time:
Days To Repair: 1

Vehicle

2006 Cadillac CTS 3.8 4 DR Sedan
8cyl Gasoline 3.8
5 Speed Automatic
JUN26'13 619882

Lic. Plate: TBLADES
Lic Expire:
Prod Date:
Veh Insp#:
Condition:
Ext. Color: SILVER
Ext. Refinish: Two-Stage

Lic State: MN
VIN: [Redacted]
Mileage: [Redacted]
Mileage Type: Actual
Code: T3213A
Int. Color:
Int. Refinish: Two-Stage

2008 Cadillac CTS 3.6 4 DR Sedan
 Claim #: REFERRAL # 458697

08/17/2013 10:57 AM

Options

AM/FM CD Player	Air Conditioning	Alarm System
Aluminum/Alloy Wheels	Anti-Lock Brakes	Automatic Dimming Mirror
Bose Sound System	Cargo/Trunk Net	Center Console
Cruise Control	Dual Airbags	Dual Zone Auto A/C
Fog Lights	Head Airbags	Heated Power Mirrors
Intermittent Wipers	Keyless Entry System	Leather Seats
Leather/Wood Steer Wheel	Lighted Entry System	OnStar System
Overhead Console	Power Brakes	Power Door Locks
Power Drivers Seat	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Side Airbags
Stng Wheel Radio Control	Tachometer	Theft Deterent System
Tilt Steering Wheel	Tinted Glass	Traction Control System
Trip Computer	Wood Interior Trim	XM Satellite Radio

Damages

Line Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Front Body And Windshield								
1	NG	143	Windshield,Shaded	NAGS DW1479-GB	\$232.80	-10.00	2.4	SM
2	EC	144	Sealant Kit,W/Shield	Replace Economy	\$25.00*		INC	SM
Manual Entries								
3	P		FINAL BILL	Check				SM*
3			Items					

Estimate Total & Entries

Other Parts	\$257.80
Line Item Discount	\$23.28-
Parts & Material Total	\$234.52
Tax On Parts Only	@ 6.875% \$16.12

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$47.00	2.4		2.4	\$112.80
Mech/Elec (ME)	\$65.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$54.00				
Paint Materials	\$34.00				

Labor Total	2.4 Hours	\$112.80
Gross Total		\$383.44
Less: Deductible		None-
Net Total (Final Bill)		\$383.44

Alternate Parts Y/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 56308 Audatex Host

Audatex Estimating 7.0.019 ES 08/18/2013 03:12 PM REL 7.0.019 DT 08/01/2013 DB 08/15/2013
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THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE PARTS MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE. A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

Op Codes

- | | | |
|----------------------------|--------------------------------|----------------------------|
| * = User-Entered Value | E = Replace OEM | NG = Replace NAGS |
| EC = Replace Economy | OE = Replace PXN OE Srpls | UE = Replace OE Surplus |
| ET = Partial Replace Labor | EP = Replace PXN | EU = Replace Recycled |
| TE = Partial Replace Price | PM = Replace PXN Reman/Rebit | UM = Replace Reman/Rebuilt |
| L = Refinish | PC = Replace PXN Reconditioned | UC = Replace Reconditioned |
| TT = Two-Tone | SB = Sublet Repair | N = Additional Labor |
| BR = Blend Refinish | I = Repair | IT = Partial Repair |
| CG = Chipguard | Rt = R & I Assembly | P = Check |
| AA = Appearance Allowance | RP = Related Prior Damage | |



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[Handwritten Signature] 6/18/13

Onamia Service Center
 103 Main Street PO BOX 341
 Onamia, MN 56359
 320 5324985

YOUR COMPLETE AUTOMOTIVE CENTER!

Repair Order # **0059459**

 Date: 6/18/2013 Page 1 of 1
 Orig Est #: Center : 2

Customer: [Redacted] Vehicle: 2006 Chevrolet Silverado 3500 p
 Address: [Redacted] License: YAX4079 Color: **244915**
 City: WAHKON, MN 56386- VIN: [Redacted]
 Home: [Redacted] Ext: Fleet #: [Redacted]
 Call: () - Ext: Engine: V8-403 6.6L DSL Trans:
 Mileage: Sub:

Tech	Job Description	Part Number	Part Description	Reason for Replacement	Labor	Parts Price	Subtotal
20	Windshield Replacement				217.50	198.97	316.47
	1.00		WINDSHIELD			173.97	
	1.00		WINDSHIELD SEALER			25.00	

JUN20'13 615983



WARRANTY INFORMATION

All other products and workmanship are warranted for 12 months or 13000 miles from the date of installation. All parts shown are new unless otherwise specified. I hereby authorize you and/or your agents to contact me regarding the products and services provided. An express mechanic's lien is hereby granted. I acknowledge receipt of a copy of this repair order. Warranty work must be performed in our shop if you are within 25 miles of us. If you are more than 25 miles you must contact 1-800-452-NAPA to obtain warranty service, failure to do so may result in us being unable to reimburse you.

Labor :	\$117.50
Parts :	\$198.97
Sublet :	\$0.00
Other Fees :	\$0.00
Supply Charges :	\$0.00
Subtotal :	\$316.47
Sales Tax :	\$13.68
Total :	\$330.15
Paid :	\$0.00
Due :	\$330.15

Signature X Denise L. Hancock

p.2

3205327693

Jun 18 13 04:42P Kim

CHOICE AUTOGLASS
820 11th St E
Suite 101
WILLISTON, ND 58801
(701) 572-9320 / Fax (701) 572-9321
Fed. ID# 454209284

Inv. #	00002443	Date	06/20/2013
Cust. #	SAFELITE	Blkcode	001
P.O. #	458287	Sold By	
Fed. Tax #		Instl By	

Safelite Solutions
 P O Box 182277
 Columbus, OH 43218-2277

[Redacted]
 Windom, MN 56101

Year	2010	Make	FORD	Policy #	
Model	F SERIES F150	Body Style	2 DOOR SUPER CAB	Author-ized By	safelite
Lic. #		V.I.N.	1FTFX1EV6AKC19454	Claim #	
Home Phone	(605) 553-0053	Ext. Phone	() -	Damage/Cause	Rock from Road - No one at fault
Loss Date	06/16/2013				

Qty.	Part	Description	Block Size	List	Price	Total
1	DW01747GTYN	Windshield (str contr)(W/Third Visor Frit)	37.3 x 70	310.85	217.60	217.60
1	LABOR	Labor 2.80 hours			128.80	
1	HAH000448	2.5 Fast-Cure Urethane, Dam, Primer		30.00	30.00	30.00
267370 00						



JUN21 '13 617062

SPECIAL INSTRUCTIONS

All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission. All merchandise returned for credit, refund or exchange must be in resalable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut flat glass.

Labor	128.80
Subtotal	376.40
Tax	17.33
Total	393.73
Balance	393.73

RECEIVED BY: _____ The glass listed has been replaced / repaired with the kind and quality to my entire satisfaction, and I authorize my insurance Company to pay CHOICE AUTOGLASS directly for the glass and installation charges, or repairs.

Jun 18 2013 13:54

GREENWALD POSTOFFICE

3209873513

P.2

Natie's Body Shop

P.O. Box 96 • Greenwald, NJ 08335
Cell 320.267.7937



NAME _____
ADDRESS _____
CITY Merchase STATE Mn.
INSURED BY _____ ADJUSTED _____

DATE 6/17/13
PHONE _____
DATE PROMISED _____
PHONE _____

Shipped in from Edchart Inc. #6516 Ph. 800-351-9199
Allegro Bay Tiffin Motor 341 Class A

MAKE OF CAR	YEAR - MODEL	BODY TYPE	LICENSE No.		MOTOR No.	MILEAGE
FORD F25	1994					
REPAIR	REPLACE	DESCRIPTION OF REPAIRS & REPLACEMENT		PARTS AND MATERIALS		REFINISHING
				NEW	USED	LABOR
X		W/S 644.00 LESS				
		00% =		516.00		10
		Parts 516.00				
		Labor 47.00				
6.875%		State Tax 35.47				
		Freight 105.00				
		Bohling 80.00				
		\$783.47 Total				
		Material # (627367)				
		Na995* DW013 60 67N				
		Customer Sig: <i>[Signature]</i>				
		Job Completed 6/17/13				
		Done Natch				
		11811 Q112 615901				
		WORK SUB-LET				
		TOWING				



This estimate is based on a visual inspection and does not cover additional parts or labor which may be required after the work has begun, as worn or damaged areas which were not evident on first inspection may be uncovered. Therefore this estimate does not cover such situations. Parts prices subject to change without notice. This estimate is good for a period of 90 days.

HIS WORK AUTHORIZED BY _____

SALES TAX
GRAND TOTAL

REPAIR ORDER AND ESTIMATE FORM

FINAL BILL

SKE's Auto Body

700 N. Arrowhead Lane
 Moose Lake, MN 55767
 Phone #: (218) 485-4332
 Fax #: (218) 485-4332

Customer No: 4398
 Report No: 4395
 Claim #:
 Assign No:

5/8/2013

Vehicle Information

2008 Ford Focus
 Style: 4D SED SE/SES
 Color:
 Color Code:
 Production Date: /0
 License: State: MN

Moose Lake, MN 55767
 Home Phone: (218) -
 Work Phone: (218) -
 Fax #: (218) -
Insured -

Accident Location

Phone #1: -
 Phone #2: -
Claimant:

Miles In: 0
 Miles Out: 0
 Condition:
 Estimator:

Home Phone: (218) -
 Work Phone: (218) -
 Fax #: (218) -
Insurance Information

Home Phone: (218) -
 Work Phone: (218) -
 Fax #: (218) -
Appraisal Company

Insurance Company

Adjuster:
 Claim #:
 Policy #:
 Deductible: \$0.00
 Claim Rep:
 Date of Loss: 5/8/2013

Phone #: -
 Fax #: -
 Date of Inspection: 5/8/2013

Phone #: -
 Fax #: -
 Date Assigned: 5/8/2013

Description of Work	Part Number	Price	Labor	Paint	Other
WINDSHIELD - GLASS					
1 * Replace Windshield, List 448.10 - 10 % =401.49	DW01694GTY	\$401.49 *			
Other operations					
2 * Labor 2.5 Hrs At 47= 117.50					\$117.50* nontaxed
3 * Replace kit 2 25.00		\$25.00 *			
4 * refer # 337848					
Sub Totals		\$426.49			

	Hours	Rate	Total
OEM Parts			\$426.49 T
Misc Non-Taxed			\$117.50
Tax	6.8750%		\$29.32
Grand Total			\$573.31

THANK YOU FOR LETTING US SERVE YOU

FINAL BILL

MAY14'13 590975

K Allison Horton
 Customer

5/8/13



Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Guide used is (DR2JK06) 1/13
 * Indicates Estimator's Judgment
 T Indicates Taxed Item

Preliminary Estimate

Customer: [REDACTED] Job Number: 12923
 Vehicle: [REDACTED]

Line	Qpor	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		QUARTER PANEL					
2	*	Repl LT Qtr glass Volkswagen	1CDB45041M	1	302.96	2.2	
3	#	Repl glass H/M kit		1	30.00		
SUBTOTALS					332.96	2.2	0.0

ESTIMATE TOTALS

Category	Basic	Rate	Cost \$
Parts			332.96
Body Labor	2.2 hrs @	\$ 47.00 /hr	103.40
Subtotal			436.36
Sales Tax	\$ 332.96 @	7.6250 %	25.39
Grand Total			461.75
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			461.75

Roering Auto Body, takes great care to ensure that every repair meets your satisfaction.

The labor performed by Roering Auto Body is guaranteed against any defect in workmanship for as long as you own your car.

Roering Auto Body guarantees that for as long as you own your vehicle, Roering will, at its expense, correct or repair all defects which are attributable to defective or faulty workmanship in the repairs stated on the repair invoice, unless caused by or damaged resulting from unreasonable use, improper maintenance or care of vehicle, and rust and/or corrosion.

This guarantee covers labor only and does not apply to parts, materials or equipment which may be covered by manufacturer's warranty.

MN ST 60A.955 - A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

Final Bal

Date: 5/8/2013 03:08 PM
 Estimate ID: 42323
 Estimate Version: 0
 Preliminary
 Profile ID: * HAGEN'S DEFAULT

Hagen's Auto Body Inc.

2880 LYNDALE AVE S, MINNEAPOLIS, MN 55408
 (612) 872-6671
 Fax: (612) 872-1738
 Tax ID: 41-0858119

Damage Assessed By: PAUL HAGEN

Type of Loss: Windshield
 Date of Loss: 4/24/2013
 Deductible: NONE
 Claim Number: 611225

Owner:
 Telephone:



Mitchell Service: 911031

Description: 2010 Jeep Liberty Sport
 Body Style: 4D Ut

Drive Train: 3.7L Inj 6 Cyl 4WD

VIN: [REDACTED]

Search Code: B915186

OEM/ALT: A

Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING
 REAR WINDOW DEFOGGER, MANUAL AIR CONDITION, TILT STEERING COLUMN
 ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS, ALUM/ALLOY WHEELS
 AUXILIARY INPUT, SATELLITE RADIO, 4WD OR AWD, FRONT AIR DAM, TINTED GLASS
 SIDE AIRBAGS, ANTI-THEFT SYSTEM, AUTOMATIC HEADLIGHTS, SIDE HEAD CURTAIN AIRBAGS
 AM/FM STEREO CD/MP3 PLAYER, ELECTRONIC STABILITY CONTROL, FRONT BUCKET SEATS
 INTERIOR AIR FILTER, KEYLESS ENTRY SYSTEM, POWER DISC BRAKES
 POWER HEATED EXTERIOR MIRRORS, REAR WINDOW WIPER

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	100405	GLS	REMOVE/REPLACE	W/Shield Glass	DW01723GBN	318.20	2.3 #
2				Line Discount %29.00		92.28	
3	900500	GLS *	REMOVE/REPLACE	W/Shield Adhesive	** QUAL REPL PART	25.00	0.0*

* - Judgment Item
 # - Labor Note Applies

MAY13'13 589688

ESTIMATE RECALL NUMBER: 05/01/2013 09:22:32 42323

Mitchell Data Version: OEM: MAR_13_V
 MAPP: MAR_13_V

Copyright (C) 1994 - 2013 Mitchell International
 All Rights Reserved

Software Version: 7.1.137

Page 1 of 3

Date: 5/6/2013 03:06 PM
Estimate ID: 42323
Estimate Version: 0
Preliminary
Profile ID: *HAGEN'S DEFAULT

*All charges must be paid in full upon completion of repairs.

ESTIMATE RECALL NUMBER: 05/01/2013 09:22:32 42323

Mitchell Data Version: OEM: MAR_13_V
MAPP: MAR_13_V

Software Version: 7.1.137

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Page 3 of 3

TOUSLEY FORD - TOUSLEY COLLISION
1493 EAST CO. RD. E./3191 FANUM RD
WHITE BEAR LAKE, MN 55110
(651) 484-7231 / Fax (651) 484-3537
Fed. ID# 410609970

Inv. #	0011199I	Date	04/18/2013
Cont. #	SAFE10	Billcode	AF10
P.O. #		Sold By	
Fed. Tax #		Instl By	

SAFELITE - AMERICAN FAMILY
 PO BOX 182875
 COLUMBUS, OH 43218
 (614) 602-2120 Fax (614) 210-9502



Year	2012	Make	FORD	Policy #			
Model	ESCAPE	Body Style	4 DOOR UTILITY	Authorized By			
Lin. #		V.I.N.	1FMCU0D75CKA07300	Claim #	642071		
Home Phone	(651) 278-6900	Ext. Phone	0 -	Damage/ Cause			
Qty.	Part	Description	Block Size	List	Price	Total	
1	DW01684GBYN	Windshield (air contr)(W/Third Visor Frit)(Acousti	33.8x55.5	450.10	270.06	270.06	
1	LABOR	Labor 2.66 hours		128.40	119.60		
1	HAR000004	2.0 Urethane, Dam, Primer		25.00	25.00	25.00	
1	SIGNATURE	SIGNATURE ON FILE		0.00	0.00	0.00	
CUSTOMER SIGN ON FILE							
MAY 13 '13 589985							
SPECIAL INSTRUCTIONS							
I hereby authorize Tousley Collision Center to bill my insurance company for the above mentioned repairs to my vehicle. I also give my consent to Tousley Collision Center to sign and cash any check payable to me for the repairs. (Sign below)						Labor	119.60
						Subtotal	295.06
						Tax	21.02
						Total	435.68
						Deduct	-0.00
						Balance	435.68
RECEIVED BY				The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorize my insurance Company to pay TOUSLEY FORD - TOUSLEY COLLISION directly for the glass and installation charges, or repairs.			



07/09/2013 15:38

(FAX)

P.001/002

PETE'S BODY SHOP, INC.
642 2ND AVENUE SOUTHEAST, PELICAN RAPIDS, MN 56672
PHONE (218) 863-PETE (7383) FAX (218) 863-7385
FEDERAL I.D. 41-1899206
23 1/2 HOUR TOWING

FINAL BILL

08/19/2013 05:11 PM

Owner

Owner: [Redacted]
Address: [Redacted]
City State Zip: Pelican Rapids, MN 56672

685250

Home/Day:
Cell:
Cell:

Inspection

Inspection Date: 08/19/2013 05:11 PM
Primary Impact: Hood

Inspection Type:
Secondary Impact:

Appraiser Name: Hart Pete
Address: 700 2nd Ave SE
City State Zip: Pelican Rapids, MN 56672

Appraiser License #: [Redacted]
Work/Day:
FAX:

Repairer

Repairer: PETE'S BODY SHOP, INC.
Address: 642 2ND AVENUE SOUTHEAST
City State Zip: PELICAN RAPIDS, MN 56672
Email: pdhart@steratel.net

Contact: PETE HART
Work/Day: (218)863-7383
FAX: (218)863-7385
Cell:

JUL 11 '13 629423

Remarks

TECHNICIAN / PETE

Vehicle

2012 GMC Acadia GLT-1 4 DR Wagon
6cyl Gasoline 3.6
6-Speed Automatic



Warranty Expires:
Prod Date: 08/2012
Veh Insp#:
Condition:
Ext. Refinish: Two-Stage

VIN: [Redacted]
Mileage:
Mileage Type: Actual
Code: U77648
Int. Refinish: Two-Stage

Options

2nd Row Head Airbags
7 Passenger Seating
Aluminum/Alloy Wheels
Auto Headlamp Control
Base Sound System
Center Console
Digital Signal Processor

3rd Row Head Airbags
AM/FM CD Player
Amplifier
Automatic Dimming Mirror
Bucket Seats
Cruise Control
Dual Air Conditioning

4-Wheel Drive
Alarm System
Anti-Lock Brakes
Body-side Cladding
Carpenter/Towing Package
Daytime Running Lights
Dual Airbags

08/23/2013 11:00 AM

Page 1 of 3

07/09/2013 15:36

(FAX)

P.002/002

2013 GMC Acadia SLE-1 4 DR Wagon
Color:

08/18/2013 09:11 PM

Dual Power Seats	Dual Zone Auto A/C	Emergency S.O.S. System
Floor Mats	Fog Lights	Garage Door Opener
Halogen Headlights	Head Airbags	Heated Front Seats
Heated Power Mirrors	Heavy Duty Cooling	Illuminated Visor Mirror
Intermittent Wipers	Keyless Entry System	LED Brake Lights
Leather Seats	Leather Steering Wheel	Lighted Entry System
MP3 Player	OnStar System	Overhead Console
Power Brakes	Power Door Locks	Power Liftgate
Power Steering	Power Windows	Pwr Driver Lumber Supp
Rear Seat Audio Controls	Rear Spoiler	Rear View Camera
Rear Window Defroster	Rear Window Wiper/Washer	Rom Trunk-L/Gate Release
Remote Starter	Reverse Sensing System	Roof/Luggage Rack
Second Row Bucket Seats	Side Airbags	Skyview Glass Roof
Stability Ctrl-Suspension	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Third Seat (trucks)	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trailer Hitch	Trip Computer	XM Satellite Radio

Damages

Line	Op	Guide	MC	Description	MFR/Part No.	Price	ADJ%	Qty	Hours	R
Front Body And Windshield										
1	NG	148		Windshield,Tinted	NAGB DW1712-0TY	\$431.40			2.8	SM
2	EC	152		Sealant Kit,W/SHield	Replace Economy				INC	SM
2				Items						

Estimate Total & Entries

Other Parts	\$451.40	
Parts & Material Total		\$451.40
Tax On Parts Only	@ 8.875%	\$31.03

Labor	Rate	Replaces	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00		2.8	2.8	\$162.40
Mech/Elec (ME)	\$70.00				
Frame (FR)	\$70.00				
Refinish (RP)	\$58.00				
Paint Materials	\$38.00				
Labor Total				2.8 Hours	\$162.40
Gross Total					\$644.83
Net Total					\$644.83

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 86572 Default



Audatex Estimating 7.8.018 EA 08/28/2013 11:00 AM RBL 7.8.018 DT 08/01/2013 DB 08/18/2013
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**POLZIN
GLASS**

1325 Bollenbacher Drive
Northfield, MN 55057
(507) 645-6450
Toll Free (800) 944-2054
Fax (507) 645-4548

PLEASE REMIT PAYMENT TO:
P. O. Box 321, Northfield, MN 55057

Fed. ID# 412002427

AMERICAN FAMILY - SAFELITE
P.O. BOX 182277
COLUMBUS, OH 43218-2277

(800) 374-1111

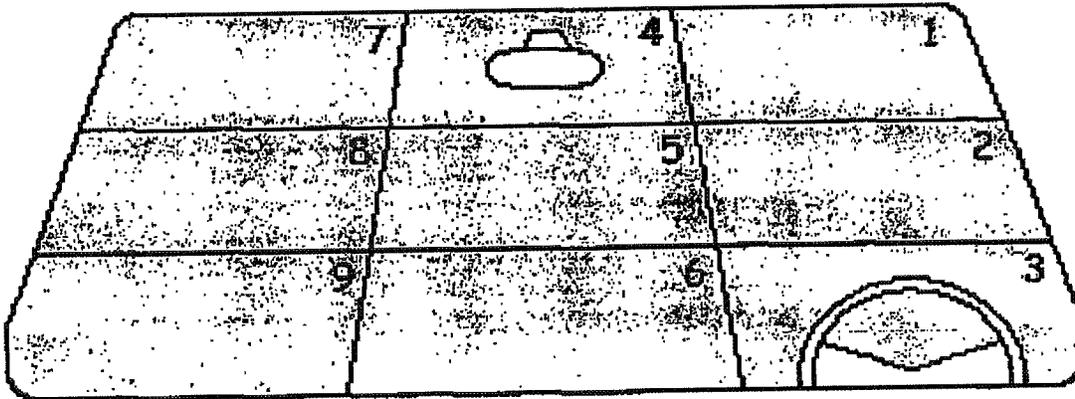
(507) 645-8202

Inv. #	N0017388	Date	07/03/2013
Cust. #	09037	Barcode	WI
P.O. #		Sold By	JFH
Fed. Tax #		Inst'l By	



Year	2003	Make	DODGE	Policy #			
Model	GRAND CARAVAN	Body Style	MINI VAN	Authorized By	LOLA		
Lic. #		V.I.N.		Claim #	572551	Loss Date	06/23/2013
Home Phone		Bus. Phone	() -	Damage/ Cause			

Qty.	Part	Description	Block Size	List	Price	Total
1	WR	Repair (Star) (Region 3)			65.00	65.00
	DJ INSTALLER					



JUL10'13 627993

SPECIAL INSTRUCTIONS		Subtotal	0.00
All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission. All merchandise returned for credit, refund or exchange must be in resalable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut feel glass.		Labor	65.00
		Tax	0.00
		Total	65.00
Terms of payment are 30 days from invoice date. A service charge of 1.50% per month (18.00% annum) will be added to past due accounts.		Balance	65.00
RECEIVED BY 6/24/13 12:29pm by USER Updated 7/3/13 11:39am by USER	The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorize my insurance Company to pay POLZIN GLASS directly for the glass and installation charges, or repairs.		



INVOICE # Ne 17388

Rock Chip Repair Guarantee

Polzin Glass guarantees that if the repair does not hold, or if the customer is not satisfied with how it looks, the cost of the repair would be deducted from the cost of a new windshield replacement done by Polzin Glass.

***** Assignment of Proceeds & Authorization to Pay *****

In consideration of Polzin Glass's agreement to repair or replace my damaged automobile glass, I hereby assign my auto glass claim and all policy proceeds due me for the glass claim under the terms of my insurance policy to Polzin Glass. Accordingly, I instruct my insurance company to address all issues associated with this claim with Polzin Glass and to pay all amounts directly to Polzin Glass. I authorize my insurance company to release policy, coverage and other information related to this glass claim to Polzin Glass. I agree to pay my deductible, if any, myself. I also agree that if I do not have insurance coverage, I will pay for the work myself.

Customers
Signature



Date July 3-2013

1325 Bollenbacher Dr. • P.O. Box 321
Northfield, MN 55057
Toll Free (800) 944-2054
(507) 645-6450

1001 Division St. W.
Faribault, MN 55021
Toll Free (866) 334-8680
(507) 334-8680

www.polzinalglass.com

VILLAGE GLASS & SUPPLY
 3030 EAST BELTLINE
 SUITE #1
 HIBBING, MN 55746
 (218)263-8875



BILL TO
 052250
 0

SHIP TO
 052250
 0
 [REDACTED]
 HIBBING, MN 55746

AMERICAN FAMILY INSURANCE
 P.O. BOX 182277
 COLUMBUS, OH 43218-2277

PG 1 OF 1

INVOICE

CHARGE REFERENCE NUMBER
 002-021634

VILLAGE GLASS & SUPPLY
 MTH. DAY YR. WRITER 7/02/13
 7/02/13 SAR

CUSTOMER P.O. NUMBER
 25008 680449

TERMS NET 10TH
 SHIP VIA COUNTER

QUANTITY ORDERED	QUANTITY SHIPPED	BACK ORDERED	PART NUMBER AND DESCRIPTION	CODE	PRICE (LIST & SELL)	NET AMOUNT
1	1		PGW DB10217GTY		229.240	229.24
			BACK GLASS N27	T	EA	
1	1		PGW KIT2.0		25.000	25.00
			2.0 INSTALLATION KITS	T	EA	
2.70	2.70		LAB AF		47.000	126.90
			AMERICAN FAMILY FLAT/HOUR		EA	
			REMOVE AND REPLACE WINDSHIELD-2005 PONTIAC GRAND PRIX			



FUL10/13 678024

GOODS RECEIVED BY

SUBTOTAL

381.14

TAX

17.48

TIME PREPARED

398.62

TERMS: POSITIVELY NO GOODS ACCEPTED FOR CREDIT WITHOUT OUR PRICE AUTHORIZATION AND INVOICE NUMBER.

15% HANDLING CHARGE ON GOODS RETURNED WHEN SUPPLIES AS ORDERED. ERRORS AND OMISSIONS EXCEPTED.



1002021634

*** CUSTOMER COPY ***

SGI Windshield Repair, LLC

823 Belknap Street
 Suite L15
 Superior, WI 54880
 United States

Voice: 715-392-9595
 Fax: 715-394-5580

INVOICE

Invoice Number: 3082
 Invoice Date: Jul 9, 2013
 Page: 1

Duplicate

Bill to:
American Family Glass P.O. Box 182277 Columbus, OH 43218-2875

Ship to:
[Redacted] Duluth, MN 55808

Customer ID	Customer Ref	Payment Terms
American Family	Ref# 806255	Net 30 Days
Subs Ref ID	Shipping Method	Ship Date
Curtiss		8/8/13

Quantity	Item	Description	Unit Price	Amount
1.00	Windshield	Windshield repair 2004 Chev Silverado VIN# [Redacted] DOL 7/7/13 Customer's Signature: See attached	65.00	65.00



JUL15'13 630542

Subtotal	65.00
Sales Tax	
Total Invoice Amount	65.00
Payment/Credit Applied	
TOTAL	65.00

Check/Credit Memo No:



DEFRIES COLLISION CENTER LLC

159 1st Avenue
 P.O. Box 261
 Windom, MN 56101

Invoice

Phone # 507-831-4121 defriescollisionctr@windomnet.com
 Fax # 507-832-8121

Date	Invoice #
7/2/2013	5791

Bill To
[Redacted] Windom, MN 58101

Due Date
7/2/2013

Description	Qty	Rate	Amount
2008 Ford Expedition XLT Referral #682810 DW1796GBN Install Kit Glass Labor	2.8	400.70 25.00 47.00	400.70T 25.00 131.60



JUL 11 '13 629043

Thank you for your business.	Subtotal	\$567.30
	Sales Tax (6.875%)	\$27.55
	Total	\$584.85
	Payments/Credits	\$0.00
	Balance Due	\$584.85

Dales Autobody

RO #016162

35030 US Hwy 2

Grand Rapids, MN 55744

(218)-328-5734 Fax: (218)-328-5490

Final Bill Page 1 of 1

Date: 6/7/2013
 Time: 10:12:06AM

<p>DEER RIVER, MN 56636</p> <p>Home: *(218) 246-2832</p> <p>Work:</p> <p>Cell/Fax:</p> <p>Est.: PAUL BIGNALL</p> <p>Scheduled Target: 6/7/2013</p>	<p>Make: 2008 Dodge</p> <p>Model: GrandCaravan SE</p> <p>Style: Van 121" WB</p> <p>License:</p> <p>Color:</p> <p>VIN:</p> <p>Miles In: 0 Miles Out:</p> <p>Hat No.:</p> <p>Unit No.:</p>	<p>SAFE LIFE CORP.</p> <p>Adjuster:</p> <p>Ins. Co. Phone (218)</p> <p>Claim #: 272596</p> <p>Date of Loss:</p> <p>Source: Mitchell UltraMilex</p>
--	--	--

*** Thank you for your patronage ***

Line	Line Items	Price	Labor	Paint	Other
1	Repl GLASS INSTALLATION KIT DS11378 YPY	25.00 A			
2	Repl Liftgate Glass D 10.00 %	372.46 G	3.1 G		
3	Line Discount %10.00				
Totals		Total \$			
	Parts, Aftermarket (A)	25.00			
	Parts, Glass (G)	372.46			
	Parts Total	397.46			
	Labor, Glass (G) 3.1 @ \$47.00	145.70			
	Labor Total	145.70			
	Subtotal	543.16			
	SALES TAX (Rate 6.875%)	27.33			
	Total	570.49			
	Insurance Total	570.49			

I hereby authorize the above repair work to be done along with necessary materials. You and your employees may use the vehicle for purposes of testing, inspection or delivery at my own risk. An express mechanic's lien is acknowledged for the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or article theft, accident or any other cause beyond your control.



SIGNED X _____ DATE **6-7-13**



ABRA SD Watertown
 1112 9th Avenue, SW
 Watertown, SD 57201
 (605) 884-4553, (605) 884-4808 (fax)

Date: 07/28/2013
INVOICE
 RO #: 10321
 Est

	12 Ford F-150 Color: Type: FX4 4 DR Crew Cab Prod Date: Plate: MN 815JKD Mileage: 63365 Engine: Ecyl Gasoline 5.0 FI	American Family Insurance Adjustor: Phone: Claim #: Deductible: 0 Loss Type:
Barnesville, MN 56514- Home: Work: Fax:		

Qty	Type	Description	Part #	Amount	Sup #	Labor	Op	Labor Units	Paint Units	P
1	Parts Glass	Windshield, Third	NAGS DW018366TY	418.02		Body	Repl	2.7		i
1	Prd Materials	URETHANE KIT Adjustment	ECONOMY PART	28.00 4.00		Body	Repl			i
SubTotal									572.82	
Taxes									34.37	
Grand Total									607.19	

Due from Insurance		Due from Customer	
Sub-Total	572.82	Sub-Total	0.00
Tax	34.37	Tax	0.00
Total	607.19	Total	0.00
Total Amount		607.19	

JUL28/2013 2:51:32 PM

ADFB AUTO BODY SUPPLIES
BRANCH LOCATIONS

5/3



RESULTS:
P.O. Box 64235
Sioux Falls, SD 57113
(605) 336-1808
FAX (605) 336-6314

Sioux Falls, SD 57201
(605) 888-1870
Watertown, SD 57201
(605) 882-6886

Brookings, SD 57008
(605) 882-4448
Hartford, SD 57031
(605) 348-6828

INVOICE

DATE: 8/17/13	NUMBER: 441833/4
P.O. 10321	ACCT # 400401

AN EMPLOYEE OWNED COMPANY

REFERENCE: MALOY	Ship via ABS TRUCK	Ship Date 8/17/13	Terms: 2% 10TH NET BOM	Claric TB	Time: 2:58	Store 4	Page 1
---------------------	-----------------------	----------------------	---------------------------	--------------	---------------	------------	-----------

SOLD ABRA ACCOUNT A
TO: 1112 9TH AVE SW
PO BOX 1654
WATERTOWN SD 57201-1654
Phone: 605-882-6881
Resale No: 1014-8648-ST

SHIP TO:

LINE	Qty Ordered	QTY Shp	Qty SO	Prod Line	Part #	Description	SUGG	Price	Extension	
1	1	1		DCW	DDW01638GTY	11" FORD F150 SOLAR WINDSHIELD PLATINUM EDITION, W/RAIN SENSOR BRACKET & MOLDING	888.80		EA	CR
2										
3										

PROCESSED

*sup list
2.5*

TAXABLE
NON-TAXABLE
SUBTOTAL

** AMOUNT CHARGED TO STORE ACCOUNT **

176.57

TAX AMOUNT	0.00
TOTAL	



TOT WT: 8.00

X _____
Received by

A service charge of 1.5% per month, 18% annual rate will be made on amounts that are over 30 days past due. All returned goods must be made within five days with our consent. A 15% restocking charge will be made on all special orders.

Advantage Auto Glass Inc.

PO BOX 1332
Burnsville, MN 55337

(952)423-8388 (000)000-0000
Fax: (952)736-9855

MAILED

Invoice

Invoice Number:

ISG-0625-27519

41-2013854

Scheduled: 9:27:58 AM

SP 6/25/2013

printed:

Boston Scientific
4100 Hamline Ave N
ST PAUL, MN

KORS

9:43:11 AM 6/25/2013

Insured/Customer:

North Branch MN 55056

Bill to:

AMERICAN FAMILY INSURANCE
SGC Network
PO Box 182277
Columbus OH 43218-

(800)374-1111

Contact	Policy Number	Authorization #	Sales	Acct. #			
CUSTOMER		592414	TP	105			
Year	Make	Model	Style	VIN	Mileage	Purchase Order	Stock
2008	NISSN	ALTIMA	4DSD	TBD			92,155
Loss Date	Cause	License	Agent	Phone1	Fax		
1/11/2013	Rock Chip						

Qty	Part ID	Description	List	Price	Total
1.00	FW02734GBNN	Windshield (solar)(W/Third Visor Frit) 07-12	249.35	249.35	249.35
1.00	URETHANE	Adhesive System	25.00	25.00	25.00
1.00	MW02734O BLT	Moulding (l) LEFT U for a FW02734	14.82	14.82	14.82
2.50	LABOR	Labor Hours (mobile)	117.50	117.50	117.50

JUL 09 '13 627048



Instructions:

6/27 @ 10:00 AM
ratcliff.matt@yahoo.com

Release & Authorization to Pay Other Than Insured or Claimant

The work noted above has been completed to my satisfaction. I authorize my insurance company to release policy, coverage and other information related to this glass claim to Advantage Auto Glass Inc. I assign claim and policy proceeds due me for this glass claim under the terms of my insurance policy to Advantage Auto Glass Inc. and I direct my insurance company to pay those amounts directly to Advantage Auto Glass Inc. If my insurer should issue payment directly to me, I agree that I will immediately forward payment to Advantage Auto Glass Inc. I agree to pay my deductible and if I have no coverage I will pay full amount due.

Net 30

Signature

Date

6/27/13

Subtotal	406.67
Tax 7.125%	20.60
Deductible Paid	
Total Due	\$427.27

Larson Ex. 16

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

)	
Safelite Group, Inc. and Safelite Solutions, LLC,)	Case No.: 15-cv-1878
)	(SRN/SER)
Plaintiffs,)	
)	
vs.)	Placeholders for Exhibits 9J,
)	12, 16 to the Declaration of
Michael Rothman, in his official capacity as)	Oliver J. Larson in Opposition
Commissioner of the Minnesota Department of)	to Summary Judgment
Commerce,)	
)	
Defendants.)	
)	
)	

This document is a place holder for the following items which are filed in conventional or physical form with the Clerk's Office:

1. Exhibit 9J, copies of telephone scripts used by Plaintiff Safelite Solutions
2. Exhibit 12, a copy of a telephone script used by Plaintiff Safelite Solutions
3. Exhibit 16, a copy of a telephone script used by Plaintiff Safelite Solutions

If you are a participant in this case, this filing will be served upon you in conventional format.

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Larson Ex. 17

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

SAFELITE GROUP, INC., AND
SAFELITE SOLUTIONS, LLC,

Plaintiffs,

vs. Civil Action No. 0:15-cv-1878
LORI SWANSON, in her official
capacity as Attorney General of the
State of Minnesota, and MICHAEL
ROTHMAN, in his official capacity as
the Commissioner of the Minnesota
Department of Commerce,

Defendants.

DEPOSITION OF DR. BRUCE ISAACSON
Tuesday, April 19, 2016
10:51 a.m.
333 South Hope street
Los Angeles, California

Reported by:
INGRID J. SARACIONE
CSR No. 11960

COPY

INDEX TO EXAMINATION

1		
2		
3	WITNESS: DR. BRUCE ISAACSON	
4	EXAMINATION	PAGE
5	By Mr. Larson	5
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

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INDEX TO EXHIBITS

DR. BRUCE ISAACSON
Safelite Group, Inc., vs. Michael Rothman
Tuesday, April 19, 2016
Ingrid J. Saracione, CSR No. 11960

9	MARKED	DESCRIPTION	PAGE
10	Exhibit 121	Expert Report Submitted by Dr. Bruce Isaacson (No Bates)	7
11			
12	Exhibit 122	Exhibit 3: Survey Screener and Main Questionnaire	48
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

1 LOS ANGELES, CALIFORNIA;
 2 TUESDAY, APRIL 19, 2016; 10:51 A.M.
 3
 4 DR. BRUCE ISAACSON,
 5 having been first duly sworn, was examined and
 6 testified as follows:
 7

8 EXAMINATION

9 BY MR. LARSON:

10 Q Good morning, Dr. Isaacson. My name is Oliver
 11 Larson, with the Attorney General's office in Minnesota.
 12 How are you?

13 A I'm well. How are you?

14 Q I'm good. I assume you have been deposed many,
 15 many times; is that right?

16 A I have been deposed a number of times.

17 Q Okay. So I'm not going to go through the kinds
 18 of preliminaries with you. All I will say, if you need a
 19 break let me know there is no reason we can't take a break
 20 when you need it.

21 Could you start just by describing what your
 22 current employment situation is?

23 A I'm president of a -- MMR Strategy Group which is
 24 a marketing research and consulting firm.

25 Q How many people are employed by MMR?

1 in the Chicago office of a consulting firm called the
 2 Boston Consulting Group. And after BCG, I worked at a
 3 financial services arm of a real estate and travel
 4 company. And I ran marketing, Internet, ecommerce and
 5 strategy for their mortgage company. From there I moved
 6 to California and worked for two or three companies where
 7 I ran businesses or marketing functions or ecommerce
 8 functions. And then purchased what was then -- purchased
 9 a marketing research firm that had been in business since
 10 1974, this is now 10 and a half year ago. I have been
 11 there ever since. In 2009 I renamed the company as MMR
 12 Strategy Group and that's the current entity that I'm
 13 president of today.

14 Q Okay. So MMR existed for a while before you
 15 acquired it; is that fair?

16 A A predecessor company had been in business since,
 17 I believe, 1974. And I purchased it from the original two
 18 founders.

19 Q I see. Okay. It's not really a test, if you
 20 look at what I put in front of you as Exhibit 121. And
 21 what I've done, I have taken your report and the first
 22 couple of exhibits before we get into the real bulky
 23 stuff. And so I've got Exhibits 1 and 2.

24 (Defendants' Exhibit 121 marked.)

25 Q BY MR. LARSON: If you take a look at exhibit

1 A Our total staff is less than 10 people.

2 Q Is that a company that you founded?

3 A No.

4 Q How long have you been with MMR?

5 A Approximately 10-and-a-half years.

6 Q And just in a narrative fashion, if you can take
 7 me back, you know, through, maybe, the subsequent 15 years
 8 of the kind of work issue that you had?

9 A Well --

10 Q Let me ask you this: Why don't you run me
 11 forward from, let's say, 1990 to present, what you have
 12 been doing?

13 A Sure. I'm not sure this will be exactly that
 14 date. But around 1990 I was getting an MBA, which I
 15 received in 1991. After my MBA I stayed on in the
 16 doctoral program. I was in Harvard business school, I was
 17 offered a fellowship. I stayed on for, approximately,
 18 five more years and received a doctorate in marketing.
 19 And that included marketing research, strategy,
 20 organizational behavior and some social sciences like
 21 psychology and other things that serve as a foundation for
 22 marketing. After that -- and during that time I taught a
 23 little bit and I conducted research and I worked as well
 24 as a research associate at Harvard business school.

25 After my doctorate I worked for a consulting firm

1 photo -- Exhibit 121, and if you can confirm this is your
 2 CV?

3 A It is my CV.

4 Q Just a couple of questions for you going through.
 5 I'm sort of curious, you moved out to California in 1999
 6 and were the president of something called -- well, strike
 7 that.

8 Is Move Inc., the entity that you worked for in
 9 1999?

10 A Yes.

11 Q So Move Inc., is it called Move Inc., Westlake
 12 Village or Westlake Village is the location of that
 13 particular office of Move Inc.; is that right?

14 A Westlake Village is the location of the
 15 headquarters. And I should say it is now the division of
 16 News Corp, and it may have gone through a name change
 17 since then. But at the time it was Move Inc.

18 Q I'm not familiar with Move Inc., maybe you can
 19 describe for me what kind of business Move Inc., is in?

20 A They operate websites for buying, selling, and
 21 fixing up of homes among other things. Their biggest and
 22 most well-known website is a website called realtor.com
 23 which they operate in conjunction with the national
 24 associate of realtors.

25 Q Okay. And then Intuit, you were at Intuit from

1 2001 and 2002. I'm familiar, in general, with Intuit.
 2 Maybe you can describe just in a narrative fashion just
 3 the business lines that you were working in?
 4 A Sure. So at the time I was working there it was
 5 a midsize company located in Calabasas, California known
 6 as Digital Insight. They were purchased by Intuit just
 7 after I left. And the company provided and still provides
 8 outsource banking -- outsource services for banking
 9 company. Let me explain what that means. So, for
 10 example, they operate websites and this is for midsize
 11 banks and credit unions so that if you go on to the banks
 12 website and you want to check your balance or conduct a
 13 financial transaction, it is actually their software, and
 14 in some cases, there call center that handles that
 15 transaction. And my role there was I was in charge of
 16 product lines, I was in charge of marketing, and I was in
 17 charge of strategic alliances.
 18 Q And the next company was something called
 19 Fairview Company. Again, I'm interested in substance,
 20 what did Fairview Company do?
 21 A Fairview Company was me, that was my, if you
 22 will, a predecessor company while I was -- at the time I
 23 wanted to execute a purchase and so I was doing some
 24 consulting on my own. And I also served as the West Coast
 25 practice leader for the executive development practice for

1 a global strategy consultant firm called Monitor Group.
 2 Q Okay. And I'm curious, these three jobs that we
 3 just described or the three businesses you worked for Move
 4 Inc., Digital Insight and Fairview Company, did you do any
 5 kind of survey work, the same kind of nature that you have
 6 done in this case while you were working for these three
 7 entities?
 8 A Well, not the kind of work that I would -- yes
 9 survey work, I did from time to time. As a client of
 10 surveys. But the kind of work they did in this case is a
 11 litigation survey and that is a very specific kind of a
 12 survey. So this kind of work that I did in this case and
 13 that I have done in other litigation matters, I started
 14 doing this kind of work about seven years ago.
 15 Q I see.
 16 A But my whole background has been in marketing in
 17 research of various types both qualitative and
 18 quantitative.
 19 Q I'm not trying to knock your background. I'm
 20 trying to figure out where you may have done similar work
 21 in the past.
 22 Let me ask you this based on the last answer you
 23 gave. What makes litigation survey work different than,
 24 maybe, what you have been doing prior to your time at MMR
 25 Strategy?

1 A Well, just to be clear, MMR Strategy does other
 2 kinds of surveys besides litigation surveys. But
 3 litigation, I want to answer your question a little bit
 4 differently than you asked it, and if it is not what --
 5 the answer I want to provide is why litigation surveys are
 6 different than other kinds of surveys.
 7 Q That's my question, yeah. That is my question.
 8 A Okay. So a litigation survey is different than
 9 other kinds of surveys because it is intended for a
 10 specific purpose. It is intended to provide evidence that
 11 will help resolve a dispute between a series of parties.
 12 And so the way that a litigation survey is constructed is
 13 very different than a regular survey. They tend to be
 14 much briefer than other kinds of surveys.
 15 A litigation survey relies on legal principals
 16 and legal theories and often times a litigation survey
 17 uses precedence and uses references that one would not use
 18 in other kinds of surveys. Litigation survey is analyzed
 19 in a different manner than are other kinds of surveys, and
 20 typically it is written up in a different manner than are
 21 other kind of surveys. So the way the survey is designed,
 22 the way it is executed, the way it is analyzed, the way it
 23 is reported, all of those would be different than other
 24 kind of surveys. And basically it relies upon a series of
 25 precedence and a series of legal theorys and it fits

1 within a particular universe which is very different than
 2 other kinds of surveys that one might see in the marketing
 3 research field.
 4 Q Okay. Litigation surveys tend to be less
 5 open-ended maybe than some of the other survey work you
 6 would do in the generating marketing context?
 7 MR. REIGSTAD: Object to form.
 8 THE WITNESS: They have fewer open-ended
 9 questions. And they tend to have fewer open-ended
 10 questions for two reasons, one is, in other kinds of
 11 surveys -- in other kinds of research work, one might have
 12 qualitative research and litigation surveys tend to be
 13 purely quantitative. I've never seen focus groups, for
 14 example, used in a litigation context. The second is in
 15 litigation surveys there tends to be very specific things
 16 that are of interest and the way to get at those specific
 17 things typically is easier via a fixed response question
 18 via an open-ended question.
 19 Q BY MR. LARSON: The latter point is what I wanted
 20 to pick up on. My impression, at least in this work that
 21 you did in this case, and maybe this is true in your
 22 litigation work in general, it seems like what you were
 23 doing here was testing some hypothesis rather than trying
 24 to figure out an open-ended way what is the best color of
 25 a car or what the best nature of a particular product was;

1 is that fair?
 2 MR. REIGSTAD: Objection to form.
 3 THE WITNESS: That is fair. Sometimes, for
 4 example, in other context we may have very long survey
 5 that have exploratory pieces that go in all different
 6 directions, we may have a qualitative phase followed by a
 7 quantitative phase. We might have many more open-ended
 8 questions. But a litigation survey is typically intended
 9 to get to a very specific issue and provide evidence that
 10 would be relevant to that specific issue. The phrasing of
 11 a litigation survey tends to be constructed differently,
 12 too, than other kinds of surveys.
 13 Q BY MR. LARSON: Describe the difference between
 14 qualitative and quantitative analysis or survey. Can you
 15 in plain language describe what the difference is between
 16 the two things?
 17 A Sure. Quantitative research typically relies on
 18 the laws of large numbers, and a survey is a good example.
 19 In this case I did, I believe, I did more than 900
 20 interviews in this research, so that would be a large
 21 number of interviews. Qualitative research, there are
 22 lots of different kinds. One kind is a focus group, and
 23 in a focus group you may have a dozen people sitting in a
 24 conference room having a conversation with a moderator.
 25 We also do qualitative research in the form of

1 Stores. And then a second case that I worked on was
 2 Nicholas Gianino, N-i-c-h-o-l-a-s, G-i-a-n-i-n-o, v.
 3 Alacer Corporation.
 4 Q All right. Let's take those in reverse order
 5 there. The Nicolas Gianino versus Alacer Corporation,
 6 which party was your client?
 7 A Kirkland & Ellis was representing Alacer
 8 Corporation.
 9 Q So you provided testimony on behalf of Alacer is
 10 that right -- strike that, because I don't know if the
 11 case went to trial or if you gave testimony or not.
 12 You provided expert services to Alacer Corp.; is
 13 that fair?
 14 A I provided expert services. I conducted a survey
 15 in that matter.
 16 Q Okay. For Alacer Corp.?
 17 A For either Kirkland & Ellis or on behalf of
 18 Alacer Corp.
 19 Q I am not trying to get into the niceties of who
 20 the actual client was. But the work was performed on
 21 behalf of Alacer Corp.; is that right?
 22 A That's correct.
 23 Q I don't need to know much about the details, I'm
 24 just curious in general fashion, what was that case about?
 25 A It was a false advertising matter and it was a

1 in-depth interviews where someone would call someone on
 2 the telephone and maybe engage in a 30 or 40 minute
 3 conversation about a car or an appliance or a product that
 4 they are using. So there are lots of different kinds of
 5 qualitative research. But they tend to be exploratory in
 6 nature and they tend to be -- they are not used in
 7 litigation context.
 8 Q When were you first contacted about potentially
 9 being a witness in this case?
 10 A I believe it was -- it was earlier in 2016 in my
 11 memory is February of 2016 that I was first contacted.
 12 Q Do you recall who contacted you?
 13 A Danielle Sassoon.
 14 Q And you know she worked for the law firm of
 15 Kirkland & Ellis; correct?
 16 A Yes.
 17 Q Have you done any consulting work or expert
 18 testimony on behalf of a client in which Kirkland
 19 represented that party in the past?
 20 A Yes.
 21 Q How many times?
 22 A Two times.
 23 Q Can you tell me which cases those were?
 24 A There was one case that I worked on it was
 25 commission on human rights, the Tiv-Tov, T-i-v-dash-T-o-v

1 class action suit. Alacer Corp. made a product, and I'm
 2 assuming still makes a product called Emergen-C,
 3 E-m-e-r-g-e-n-dash-C, it's a vitamin C supplement.
 4 Q And then the other case that you described to me
 5 was commission on human rights versus Tiv-Tov Stores, Inc.
 6 And I assume that you provided expert services ultimately
 7 to Tiv-Tov Stores; correct?
 8 A Correct. On behalf of Tiv-Tov Store.
 9 Q And, again, can you describe in general fashion
 10 what that lawsuit was about?
 11 A It was a matter that Kirkland & Ellis had taken
 12 on a pro bono basis, and my firm took on also, at least in
 13 part, on a pro bono basis. And it was a matter where the
 14 commission on human rights, which is an administrative
 15 body that's part of the government of the City of New York
 16 had sued seven store owners over a particular sign that
 17 these store owners had put in their window.
 18 Q And what was the nature of the work that you
 19 provided?
 20 A My work was a survey to look at the messages that
 21 are communicated by this sign.
 22 Q Okay. In either of those cases did you work with
 23 any of the same attorneys who are representing Safelite in
 24 this matter?
 25 A In the commission on human -- not in the Alacer

1 matter. But in the commission of human rights matter, I
 2 worked with Chris Reigstad and also, I believe, Jay
 3 Lefkowitz was involved in that matter as well.
 4 Q Okay. Rough time frame, when did you provide
 5 services on that commission on the human rights matter?
 6 A I would approximate three years ago.
 7 Q Okay.
 8 A But I could be off by a year either way.
 9 Q I don't need it to be exact.
 10 A Okay. And Alacer Corporation might be four years
 11 ago, but, again, I could be off.
 12 Q When you were first contacted in this matter by
 13 Ms. Sassoon, what was described to you about the nature of
 14 this lawsuit?
 15 MR. REIGSTAD: And any communication between the
 16 attorneys and Bruce are protected except to the extent he
 17 is identifying facts he relied on or assumptions that were
 18 delivered to him. So I instruct you not to answer that
 19 question except to the extent it is identifying facts or
 20 assumptions that you relied on it in your report. So I
 21 think you can describe your understanding of the case but
 22 I wouldn't go further than that.
 23 MR. LARSON: I'm not sure I agree with that. Why
 24 don't we start there and we'll circle back?
 25 Q What was described to you factually about what

1 reviewed in connection with this case. So let me ask the
 2 first question which is, is this a complete list of all
 3 the materials that you looked at or relied on in
 4 connection with your expert opinion?
 5 A It's a complete list of all of the materials that
 6 I reviewed in connection with my expert opinion except for
 7 there may be some other things that may be referenced in
 8 some of the footnotes to my report that might not be
 9 repeated in this exhibit.
 10 Q Okay. Let's start with the legal pleadings. Did
 11 you request these legal pleadings or were they provided to
 12 you by Kirkland & Ellis -- let me strike that. A better
 13 question.
 14 Who decided that these would be the legal
 15 pleadings that you would look at?
 16 A Well, I don't have a specific memory that goes
 17 back about exactly what would have happened, but typically
 18 with a matter like this I would request anything
 19 significant that had been filed in the matter. So if
 20 there was a complaint I will request the complaint. If
 21 there was an answer, I would request the answer. If there
 22 were any significant motions like in this case the
 23 memorandum in support of the motion for preliminary
 24 injunctions, those are the types of documents I would have
 25 requested. I don't know if I requested them or if they

1 the nature of what this case was?
 2 MR. REIGSTAD: Again, to the extent that Kirkland
 3 explained the nature of the case to you, you can describe
 4 your understanding of the case and the dispute, but other
 5 than that, I instruct you not to answer.
 6 THE WITNESS: Okay. So here is what I think I
 7 can provide. During that call and subsequent calls I grew
 8 to have an understanding of the case itself and my
 9 understanding is that the state of Minnesota, and
 10 specifically the Minnesota Department of Commerce was in a
 11 dispute with Safelite over things that they either wanted
 12 Safelite to say or customer service representatives for
 13 Safelite to either say or not say during the interaction
 14 with policyholders.
 15 Q BY MR. LARSON: Okay. Let's take a look at
 16 Exhibit 121, can you just confirm, I'm not going to ask
 17 you to look at every page, but to the best of your ability
 18 does it appear to be the copy of the expert report that
 19 you tendered in this matter?
 20 A It does. You told me before that we have some of
 21 is the other exhibits separately, but yes this appears to
 22 be my expert report.
 23 Q Why don't we actually start with Exhibit 1 to
 24 your expert report which is attached to Exhibit 121 for
 25 deposition purposes. It's a list of materials that you

1 were sent to me before I requested them.
 2 Q Okay. Turning to the next page, we're on page 2
 3 now of Exhibit 1 to your expert report, which is
 4 Exhibit 121, there is a category called, "Produced call
 5 scripts." Do you see that?
 6 A I do.
 7 Q And, again, the same question, who made the
 8 decision that these would be the scripts that you would
 9 review?
 10 A Some of them I selected. I don't recall
 11 specifically on the call scripts. I would have to go back
 12 and look, but I can say for sure on the call recordings
 13 which are on the same page, those I selected at random
 14 from a list that I had been provided. I was given a list
 15 of calls with policyholders relating to shops in and out
 16 of the network and I selected at random a group of 10 of
 17 those, that's how I got the call recordings.
 18 Q Okay.
 19 A I just don't recall, specifically, on the scripts
 20 whether I went through the same process.
 21 Q Now, with respect to the call recordings, did you
 22 listen to them all of these recordings in their entirety?
 23 A I did.
 24 Q And were you given a sense of how many recordings
 25 were available to you through that they were produced in

1 this case?

2 A Well, my memory was that I had a page of calls
3 involving network shops and a page of calls involving
4 nonnetwork shops, I didn't count them. But I had two
5 pages, I believe, it might have been three, of call
6 recordings that were available to me to select from.

7 Q So someone provided you then with a list broken
8 down by calls where the shop providing the service was in
9 network and a list of calls in which the shop providing
10 the other class services was outside of the network; is
11 that right?

12 A That's correct.

13 Q Do you know who prepared that list?

14 A It would have been either Chris Reigstad or
15 Danielle Sassoon. I answered a different question.

16 That's who provided it to me. I don't know who
17 prepared the list originally.

18 Q Did you prepare both network and nonnetwork
19 calls, then, to review?

20 A Yes, I believe I selected four network and six
21 nonnetwork, but it could have been five and five. But my
22 memory is four network and six nonnetwork. And I selected
23 them from random from the list I had been provided.

24 Q Did you review any call recordings that are not
25 listed here in this attachment to your expert report?

1 When you say "gathered online," logistically, how
2 was the survey conducted?

3 A We interviewed people over the Internet, and
4 those were people who we recruited online. And once they
5 were recruited online they were, as part of that
6 recruiting, they were invited into the survey. The
7 initial part of the survey qualified them as okay on as
8 passing certain criteria that we wanted the respondents in
9 the survey to meet. And if they passed those
10 qualification questions they immediately proceeded into
11 the survey to take the survey.

12 Q I want to be careful here. You used the word
13 "we," at least my understanding is that there was some
14 kind of a service or survey group that help you to conduct
15 the survey; is that correct?

16 A That's correct.

17 Q What is the name of the entity?

18 A Survey Sampling International.

19 Q Okay. And how would Survey Sampling
20 International find potential people to participate in this
21 survey?

22 A They operate what is referred to as panels, and a
23 panel is a large group of people, these are millions of
24 people, who have volunteered for a service or program that
25 allows them to take surveys from time to time. And upon

1 A No.

2 Q Did you review any written transcripts of any
3 call recordings?

4 A Well, as part of the documents on the prior page,
5 some of those include written transcripts of calls.

6 Q Yeah, I think you are correct. I think if you
7 look at Exhibit 9 the declaration of Mr. Theodor Paten, I
8 believe there were some transcripts attached to that.
9 Assuming that is true, did you read all of his transcripts
10 at well?

11 A I did.

12 Q Okay. All right. I'm basically going to go
13 front to back on your report and ask questions as we go
14 along. Again, we're on Exhibit 121, can we just start --
15 I'm actually going to start on page 2 of the report. And
16 when I say page 2, I don't mean the second page. I mean
17 the page that is actually numbered page 2.

18 And I'm starting on paragraph 7. Paragraph 7
19 starts, "The data for my survey were gathered online.
20 Respondent to represent policyholders relevant to this
21 matter."

22 Do you see that?

23 A Yes.

24 Q Let me follow-up with a couple of questions
25 there.

1 joining the panel, Survey Sampling International will
2 gather certain information from these people. They may
3 find out how old they are, where they live, what kind of
4 car they drive, what kind of shampoo they use, what kind
5 of movies they like to watch. And from time to time there
6 are invitations that go out to members of the panel to
7 take surveys. And in exchange for taking the surveys,
8 they get generally some kind of a reward or point system.
9 And that point system later can be traded in, perhaps, for
10 frequent flier miles or for gift cards at certain
11 retailers.

12 Q Are there any -- are there any limitations how
13 many surveys a person can participate in over any period
14 of time?

15 A Yes, there are both maximums and minimums.

16 Q Okay.

17 A The panel is actively and professionally managed.
18 There is a very small number of well managed large panels
19 and SSI manages a very good panel. It is a global panel,
20 it's not just the United States. But there are both
21 minimums and maximums in general. And there are minimums
22 and maximums on topics as well. You wouldn't want someone
23 that keeps taking the same survey over and over again on
24 the same topic.

25 Q Do you have any sense what the minimum and

1 maximum participation allowances are for people in these
 2 panels?
 3 A No, I don't recall off the top of my head what
 4 those numbers were, but one of the footnotes in the report
 5 mentions some of the panel management practices that SSI
 6 uses and that's footnote 17 on page 21. And it's that
 7 footnote is part of paragraph 67, which mentions a little
 8 bit of information about SSI.
 9 Q Okay. Let me ask you this, are there any kind of
 10 industry standard practices within the survey world on,
 11 you know, what the general accepted practice is for the
 12 maximum number of times you would want somebody
 13 participating in the panel in order to make the results a
 14 solid result?
 15 A There are lots of different types of industry
 16 standard practices. So for example, there is an
 17 organization called the Council of American Survey
 18 Research Organizations, CASRO, and they have a series of
 19 practices around survey taking. There is the Marketing
 20 Research Association, MRA, and they also have a series of
 21 practices. And so I just -- I don't recall the minimums
 22 and maximums and whether the practices extend to those
 23 specific topics or not.
 24 Q Okay. Returning, then, to paragraph 7 of
 25 Exhibit 121 of your expert report here, again, still on

1 than 20 minutes long?
 2 A I didn't time them so I don't know.
 3 Q You didn't have any sense what the length was
 4 other than listen to some that were more than 20 minutes
 5 long?
 6 MR. REIGSTAD: Objection to form.
 7 THE WITNESS: I don't know the average time but
 8 they were longer than the survey was.
 9 Q BY MR. LARSON: Is that a factor at all in that
 10 could impact your analysis?
 11 MR. REIGSTAD: Objection to form.
 12 THE WITNESS: It is a consideration but I believe
 13 that the survey is a good way to abstract and destil down
 14 what would have been a longer call with a customer service
 15 representative into something that gets to a very specific
 16 issue that is in dispute in this matter.
 17 Q BY MR. LARSON: One of the issues in your expert
 18 opinion was that you tested whether people would want to
 19 be given instructions or a warning about the potential
 20 they might be balance billed; correct?
 21 A Correct.
 22 Q And you had the figures in here. I don't want to
 23 go through the exact figures yet, but essentially, what
 24 you found a majority or strange majority of people wanted
 25 to be given this guidance as part of a hypothetical call

1 the first sentence there. It talks about that the surveys
 2 were gathered online with respondents that represent
 3 policyholders. How is a determination made that somebody
 4 was a policyholder?
 5 A We asked them. I can show you where that is in
 6 the questionnaire.
 7 Q That's fine. You ask people taking the survey
 8 whether they have automobile insurance; is that right?
 9 A Yes.
 10 Q Okay. Do you have a sense or were you able to
 11 determine how long it took people to complete this online
 12 survey on average?
 13 A We would have a sense for that. And I don't
 14 recall the exact numbers but this would have been on the
 15 order of a 10-minute survey.
 16 Q Now, you listened to a variety of actual call
 17 recordings between Safelite policyholders; correct?
 18 A Correct.
 19 Q And what was the average time which you estimate
 20 of the recordings that you listened to?
 21 A I don't have a number for the average time.
 22 Q Did you listen to any recordings that were more
 23 than 10 minutes long?
 24 A Yes.
 25 Q Did you listen to any recordings that were more

1 with Safelite Insurance Company; correct?
 2 A They would have preferred to be told that there
 3 was a possibility of balance billing, correct.
 4 Q And ultimately you determined and your opinion is
 5 that was true even in cases in which they were also
 6 informed that the possibility of balance billing is low;
 7 is that accurate?
 8 A That's correct.
 9 Q So let me ask you this question, I'm just kind
 10 of -- as a natural kind of thing, if I do a 10-minute
 11 phone call or do a 45-minute phone call, you know if I'm
 12 at the end of a 45-minute phone call I may have a
 13 different view what I wanted to be told in that 45-minute
 14 phone call than what I wanted to be told in a 10-minute
 15 phone call; would that be a fair assessment?
 16 MR. REIGSTAD: Objection to form.
 17 THE WITNESS: What you would want to know in a
 18 45-minute phone call, what you are able to process and how
 19 you process it could be different than in a 10-minute
 20 survey; is that correct?
 21 Q BY MR. LARSON: At some point I may get annoyed
 22 that I'm still on the phone after 45 minutes; right?
 23 MR. REIGSTAD: Objection to form. What is the
 24 question?
 25 Q BY MR. LARSON: Did you understand the question?

1 A As I understand it the question is, would
 2 someone, potentially, be annoyed that they are being given
 3 information at the end of a 45-minute phone call, that's
 4 the question; correct?

5 Q BY MR. LARSON: That's the nature of the
 6 question, yes.

7 MR. REIGSTAD: Okay. Objection; cause for
 8 speculation.

9 THE WITNESS: And I think the answer to it is, it
 10 depends. There's lots of possibilities. And one
 11 possibility is that somebody in an actual situation, as
 12 opposed to someone taking a survey, might be more
 13 interested in that kind of information than they would be
 14 in another circumstance because there is actual money at
 15 risk. So there are lots of ways that the actual call with
 16 the policyholder could potentially have differences from
 17 what happens in a survey environment which is by necessity
 18 an abstraction of what happens in the real world. But
 19 these kinds of measure that one gets from a survey, the
 20 advantage that they provide they give you the ability to
 21 focus in on specific issues that are of interest.

22 Q Let me ask you this: Would it be fair to say
 23 that somebody might view a piece of information as being
 24 less useful or less desirable to them if it requires them
 25 to stay continue to stay on a lengthy phone call than if

1 statement was read to them once?

2 A Again, this is all context dependent. And what
 3 we're talking about is very hypothetical because I don't
 4 know exactly what the context is or exactly what the
 5 number of times is or who the policyholder is. But in
 6 general, in general, if a statement is not problematic,
 7 the first time that it is presented, there is no reason to
 8 think that it would pick up some other attribute the next
 9 time it is presented.

10 Q Let me ask you this: In the call reporting that
 11 you listened to, were any of those call reportings where
 12 the balance billing language was read more than once to
 13 the caller?

14 A I don't recall.

15 Q Did you pay attention to that?

16 A I would have been listening for that, but I
 17 listened to these call recordings a number of weeks ago
 18 when they were a number of call recordings.

19 Q And we have the recordings, we can obviously go
 20 back and listen to them.

21 All right. Still the -- let's turn to
 22 paragraph 7, here, of your expert report. It talks, here,
 23 about perspective -- this is the second sentence of
 24 paragraph 7. It says, "Perspective survey respondents
 25 were qualified as living in Minnesota, owning or leasing

1 it requires them to continue to stay on a short phone
 2 call?

3 MR. REIGSTAD: Object to form.

4 THE WITNESS: I don't know that they may, again,
 5 in this context they may perceive it to be more useful in
 6 that context than in the context of a survey. I don't see
 7 the kind of information we're talking about as being
 8 lengthy. The balance billing statement does not, in my
 9 mind, take a long time to read. We're not talking about a
 10 5 or 10 minute element that will be tacked onto a phone
 11 call. We're talking about something relatively brief.

12 Q What if it was given to the person on the phone
 13 call multiple times, would that change your answer?

14 A Again, all of this is -- it depends on the
 15 context, but if the statement is not off putting or viewed
 16 at being confusing or viewed as being corrosive or you
 17 viewed as being misleading, when it is presented once,
 18 there is no reason to think if it is presented more than
 19 once that it would, for some reason, acquire some
 20 attribute that it didn't have the first time it was
 21 presented.

22 Q Is there any basis for believing the contrary to
 23 that? What is your basis for saying that somebody is
 24 going to have the same impression of a statement that is
 25 read to them four times as they would have if the

1 an automobile, and having automobile insurance." We've
 2 already talked about the insurance feature. Let me just
 3 talk about the other two qualifiers here. In terms of
 4 qualifying them as living in Minnesota, was that done just
 5 by having them answer a question where they lived?

6 A Yes.

7 Q Okay. Is there any kind of independent
 8 assessment done trying to determine, in fact, they lived
 9 in Minnesota?

10 A Yes.

11 Q And what was that?

12 A We had pre-existing data on hand from the panel
 13 company. And so we were able to compare the responses
 14 that people provided during the survey with the responses
 15 they had previously provided to the panel company about
 16 where they lived.

17 Q So if somebody when they initially signed up said
 18 they lived in New York, but then when they filled out this
 19 particular survey said they lived in Minnesota, what would
 20 happen if you saw that kind of result?

21 A So, where I'm looking is in the description of
 22 validation which is in paragraph 68, page 22, Roman
 23 numeral VII, and you can see that is where it discusses
 24 panel maintaining pre-existing information. And the
 25 fields that we checked were gender age and ZIP code and

1 respondents who didn't match pre-existing data for at
 2 least two or three measures were excluding from the
 3 database -- were excluded from the database. So it is
 4 possible that someone who initially said I live in New
 5 York and then during the survey said I live in Minnesota,
 6 would have gotten into the survey. It is possible that
 7 people move over time either into or out of places. But
 8 if they didn't match at least two of those three measures
 9 they were removed from the database.

10 Q Okay. Let me ask you this: Did you predetermine
 11 who -- I don't know if it was you or SSI, did someone
 12 determine who broadcast out this request to participate in
 13 the survey; correct?

14 A That's correct.

15 Q And was there a predetermination made to try to
 16 focus that on people who were likely to be in Minnesota or
 17 was it just broadcast generally and based on the initial
 18 set of questions then boil it down to people who resided
 19 in Minnesota?

20 A It would have been broadly sent out to people who
 21 were likely to live in the state of Minnesota but a broad
 22 sample of those people.

23 Q Okay. So some attempt was made to limit the pool
 24 of people to Minnesota before the survey was broadcast
 25 out; is that right? Or the survey request was broadcast

1 said yes they would personally contact the automobile
 2 insurance company and how many said they would not?

3 A Yes.

4 Q Is that -- I don't need to know the answer. Is
 5 it in the data if I went and dug through the large
 6 exhibits in your report would I find that data?

7 A Yes.

8 Q Okay. All right. Let's turn to paragraph 8
 9 here. And I'm interested in the second sentence paragraph
 10 8. And that sentence reads: "The specific phrasing and
 11 order of the language shown to respondents was based on
 12 scripts that Safelite developed, for insurance, companies
 13 to guide interactions between policyholders and customer
 14 service representatives."

15 So my first question for you is: Who determined
 16 what the phrasing and order of the language was for this
 17 survey?

18 A I did.

19 Q And did you consult at all with Safelite or its
 20 attorneys at Kirkland & Ellis in making those decisions?

21 A I showed the survey to attorneys at Kirkland &
 22 Ellis while I was -- after I had drafted it.

23 Q Okay. Did they provide any changes to the survey
 24 before it was issued?

25 MR. REIGSTAD: And I will instruct you not to

1 out?

2 A I would have to confirm how broadly it was sent
 3 geographically. And I just would like to add one other
 4 thing on this validation issue, and that is that survey
 5 respondents were required to enter their ZIP code at the
 6 beginning of the survey and at the end of the survey. So
 7 if the ZIP codes didn't match and were not a Minnesota ZIP
 8 code, then you didn't proceed into the survey database.

9 Q I am curious on this. Let's say, somebody got
 10 the survey and lived in Wisconsin and were honest they
 11 gave a Wisconsin ZIP code, would the survey just stop or
 12 would they continue to do the whole survey and the data
 13 collected but then not used for the purpose?

14 A No at that point you would be what we call
 15 terminated so you would be removed from the survey program
 16 and given a nice little message, "thank you for trying."

17 Q Okay. Returning to paragraph 7 here, the last
 18 sentence on paragraph 7 one of the other qualifiers is
 19 that it says here people who if the activity was needed
 20 would personally contact the automobile insurance company
 21 to file a claim for repair. And, again, I'm just trying
 22 to determine was that qualification just determined by the
 23 response to the survey question?

24 A Yes.

25 Q Okay. Do you have a sense of how many people

1 answer except to the extent changes were made that
 2 ultimately ended up in your report. That question is yes
 3 or no.

4 THE WITNESS: Can you read me back the question.
 5 (The following record was read
 6 back by the reporter as follows:
 7 "QUESTION: Okay. Did they provide
 8 any changes to the survey before it
 9 was issued?")

10 THE WITNESS: They suggested some edits.

11 Q BY MR. LARSON: When you say "they" are you
 12 referring to attorneys or Safelite itself?

13 A The attorneys.

14 Q And did you incorporate any of those changes into
 15 the survey?

16 A I likely incorporated some of them.

17 Q Do you know what those changes were?

18 A No. Because ultimately all of the decisions
 19 relating to the survey were my decisions so I would have
 20 received some edits or suggestions and I would have
 21 incorporated those that I felt were appropriate and not
 22 incorporated those that I felt were not appropriate. But
 23 everything -- the touchstone for this process, just to be
 24 clear, was not the suggestions from the attorneys but was
 25 the scripts. Was the reading of the scripts to make sure

1 that what ends up in the survey is consistent with the
 2 experience and the language that is described in those
 3 scripts.
 4 Q Okay. Did you -- in developing the survey
 5 questions, did you give any weight to any of the
 6 recordings where the person on behalf of Safelite may have
 7 gone off script?
 8 MR. REIGSTAD: Objection to form.
 9 THE WITNESS: No.
 10 Q BY MR. LARSON: Did you give any weight to the
 11 call bearings at all in developing the specific phrasing
 12 for the survey?
 13 A I don't believe so. There might have been a few
 14 call recordings, but certainly not the bulk of them. The
 15 primary touchstone was the scripts.
 16 Q Let me ask you this: In any of the call
 17 recordings that you listened to, did the -- and actually I
 18 want to focus on the nonnetwork shops. In any of the
 19 nonnetwork calls that you listened to, did the nonnetwork
 20 shop participate in the call?
 21 A I don't recall.
 22 Q Do you -- let me ask the question maybe in a
 23 simpler way.
 24 Do you recall any of the calls that you listened
 25 to where somebody other than the policyholder and Safelite

1 won't be balance billed by us. They get on a three-way
 2 call with Safelite. They are then told by Safelite that
 3 they might be balanced billed despite the fact the shop
 4 had told them you won't be balanced billed. What I'm
 5 asking you is: Could you have designed the survey in a
 6 way you could have tested whether the survey participants
 7 would have wanted to receive that instruction if they also
 8 had been specifically informed by the shop that they would
 9 not be balance billed?
 10 MR. REIGSTAD: Object to form. By "that
 11 instruction," do you mean instruction from Safelite with
 12 respect to balance billing?
 13 MR. LARSON: Why don't you read back the
 14 question.
 15 MR. REIGSTAD: Can you read back the statement
 16 too.
 17 (The following record was read
 18 back by the reporter as follows:
 19 "QUESTION: What I'm getting at
 20 is the idea that we have a shop in
 21 a hypothetical situation tells its
 22 consumer you won't be balance billed
 23 by us. They get on a three-way call
 24 with Safelite. They are then told
 25 by Safelite that they might be

1 representative was also on the call?
 2 A Yes.
 3 Q Okay. And what was the nature of the third
 4 person who was on those calls, to the best of your
 5 recollection?
 6 A A repair shop.
 7 Q Okay. And do you recall in any of those calls
 8 the repair shop said on the call recording that that shop
 9 did not engage in the practice of balance billing?
 10 A I know I read that in transcripts, but I don't
 11 recall whether I heard that in the call recordings.
 12 Q Were there have been a way of constructing the
 13 survey to test whether the survey participants would have
 14 wanted to receive the balance billing language in a
 15 situation in which they have specifically informed by the
 16 service repair shop that they would not be balance billed?
 17 MR. REIGSTAD: Object to form.
 18 THE WITNESS: I can either have that read back or
 19 do you want to -- I didn't understand the question.
 20 MR. LARSON: Okay.
 21 THE WITNESS: I lost the second half.
 22 MR. LARSON: Let me give you a little about bit
 23 of a narrative and then I will ask the question.
 24 Q What I'm getting at is the idea that we have a
 25 shop in a hypothetical situation tells its consumer you

1 balanced billed despite the fact the
 2 shop had told them you won't be balanced
 3 billed. What I'm asking you is: Could
 4 you have designed the survey in a way
 5 you could have tested whether the survey
 6 participants would have wanted to receive
 7 that instruction if they also had
 8 been specifically informed by the
 9 shop that they would not be balance billed?
 10 "MR. REIGSTAD: Object to form.
 11 By 'that instruction,' do you mean
 12 instruction from Safelite with respect
 13 to balance billing?"
 14 Q BY MR. LARSON: So in that case when I say
 15 "instruction," what I'm referring to is the balance bill
 16 warning from Safelite?
 17 A So the question is, can I redesign the survey to
 18 include -- I'm not clear what you are asking.
 19 Q Let me try and ground it in your report.
 20 If you take a look at paragraph 9 of your report
 21 look at little ii. You see the last sentence there it
 22 says, "Also the strong majority and (76.5 percent) still
 23 prefer to be informed about the possibility of balance
 24 billing even if made aware balance billing is unlikely."
 25 Do you see that statement?

1 A Yes.
 2 Q And I've seen -- let me ask you this question.
 3 I've seen that you did design the survey in a way in which
 4 you ask survey participants after they completed the
 5 survey would you have wanted to receive that warning even
 6 if the possibility of balance billing is unlikely, that is
 7 one of the things you asked survey participants; correct?
 8 A Correct.
 9 Q Could you have also, at that point, asked them
 10 the question along the lines of, 'Would you have wanted to
 11 receive that warning if you had been specifically told by
 12 the repair shop that you are using that you would
 13 definitely not be balance billed?'
 14 MR. REIGSTAD: Object to form.
 15 THE WITNESS: I could have designed some kind of
 16 language, not exactly what you just said, but some kind of
 17 language that would have reflected that kind of scenario.
 18 Q BY MR. LARSON: It's a testable hypothesis, I
 19 guess is what I'm asking you?
 20 MR. REIGSTAD: Same objection.
 21 THE WITNESS: What we're talking about is testing
 22 a scenario where the shop has said that they don't balance
 23 bill. And asking whether they still would want to hear
 24 the scenario if the shop had said that?
 25 Q BY MR. LARSON: Correct.

1 Q Hold on a second. Let me stop you. I'm not
 2 trying to make it trickier than it is. All I'm trying to
 3 figure out is, did you go through independently verify
 4 that Safelite was staying on script, or is that an
 5 assumption that you made for the super purpose of this
 6 report?
 7 MR. REIGSTAD: Object to form and foundation.
 8 THE WITNESS: So are you asking me whether
 9 Safelite has scripts or whether I verified that Safelite
 10 had scripts? Or are you asking me whether I verified that
 11 Safelite's customer service reps stay on those scripts?
 12 Q BY MR. LARSON: The latter.
 13 A I did not verify whether customer service reps
 14 stay on script.
 15 Q And that's what I thought. I don't think that
 16 was part of your task. I just wanted to confirm that.
 17 We're still on paragraph 11 here. There is a final
 18 sentence there that reads, "If the policyholder does not
 19 express a preference for a particular repair shop, the
 20 Safelite will refer a policyholder to a glass shop in
 21 Safelite's network of preferred repair shops."
 22 What is the basis for that statement in your
 23 report?
 24 A It's what I read in the scripts as well as what I
 25 read in places like the complaint or some of the materials

1 A And could we have designed that in? It would
 2 have been a very different survey. I would have to think
 3 about how to do that because we would have to redesign all
 4 of the scripts that are incorporated into the survey. But
 5 potentially, it would be, one could include that kind of
 6 an interaction in the survey in some manner.
 7 Q All right. Let's turn to --
 8 A Can we take a break.
 9 MR. LARSON: Yeah, no problem. We can certainly
 10 do that.
 11 MR. REIGSTAD: Thank you.
 12 (Recess taken.)
 13 MR. LARSON: Back on the record.
 14 Q All right. So a page 3 of your report now,
 15 looking at paragraph 11, and I'm going to start with just
 16 the first sentence there it says, "During calls from
 17 policyholders for automobile glass claims, Safelite's
 18 customer service representative communicate through
 19 scripted language that Safelite develop in conjunction
 20 with insurance companies." Is that something that you
 21 independently verified or is that something that you
 22 assumed based on, I guess, what you were told by counsel
 23 or just an assumption that you were told by me?
 24 A Well, I received scripts that appear to come from
 25 Safelite and insurance companies --

1 that were either filed by the DOC or by Safelite in this
 2 matter.
 3 Q And by "DOC" you mean Department of Commerce?
 4 A Correct.
 5 Q Okay. We can move onto paragraph 12. I'm just
 6 going to read paragraph 12 in its entirety and then we can
 7 circle back. It says, "Glass shops that are not a part of
 8 Safelite's preferred network have no agreed upon pricing
 9 terms with the insurance company. Safelite maintains that
 10 these shops may seek reimbursements directly from the
 11 policyholder for the amount not reimbursed by the
 12 insurance company, a practice sometimes called balance
 13 billing. If a glass repair shop does not agree to
 14 Safelite pricing, Safelite advises the policyholder that
 15 the glass shop may hold him/her liable for amount above
 16 what the insurance company will pay."
 17 Do you see that?
 18 A Yes.
 19 Q Okay. And, again, what is the basis for these
 20 statements in your report?
 21 A The same.
 22 Q Review of scripts and the pleadings that you saw
 23 in this case?
 24 A Yes.
 25 Q Okay. All right. Skip ahead to paragraph --

1 page 5, paragraph 17. Actually, we covered that. I will
2 not ask you any questions on that.

3 Okay. Looking at paragraph 18, I'm going to
4 focus on the second sentence and it reads, "I also
5 understand that Safelite maintains that such
6 statements" -- and here it is referring to the balance
7 billing, warnings or language given by Safelite -- "are
8 not false and misleading because Safelite maintains
9 nonnetwork shops have the ability to balance bill
10 customers. For example, some glass repair shops use
11 invoices contain language that reserves the right to
12 balance bill customers."

13 Do you see that?

14 A I do.

15 Q I want to focus on just the last phrase for a
16 second. What is the basis for your statement in your
17 report that some glass repair shops use invoices
18 containing language that reserves the right to balance
19 bill customers?

20 A I believe that some of those invoices, there is a
21 footnote in that sentence that you just read in paragraph
22 18 and the footnote references the plaintiffs reply
23 memorandum in support of the motion for preliminary
24 injunction. And I believe that that document has copies
25 of some of those invoices. I believe I have seen other

1 invoices in addition to those that have some of that
2 language that reserves the right to balance bill
3 customers.

4 Q When you say you have seen invoices, did you see
5 invoices other than ones that were attached in one form or
6 another to a pleading in this case?

7 A I don't recall specifically. I thought I did,
8 but it may just have been invoices that were attached to a
9 pleading, so I should say, I don't recall and stop there.
10 But I know I have seen such invoices.

11 Q I know we looked at the list of documents that
12 you were relying on and there isn't any separate listing
13 of invoices there. Let me ask you this -- and I want to
14 make sure you are not -- I assume you didn't look at
15 something you didn't tell me about. If you had seen the
16 invoices that were outside the pleadings would it have
17 been your practice to include that in the list of
18 documents that you are relying on?

19 A That's correct. And that suggests to me that all
20 the invoices that I saw were part of the pleadings.

21 Q Do you have any independent knowledge whether any
22 shops, auto glass repair shops in Minnesota that actually
23 engage in the practice of balance billing?

24 A No.

25 Q Turning to paragraph 19. I will read it and

1 circle back here. It says, "The balance billing scenario
2 evaluated the messages communicated by an advisory
3 statement indicating that policyholder nonnetwork shops
4 greater than his/her policy will pay. Specifically the
5 balance billing scenario indicating among other messages
6 that you may be responsible for the cost exceed the amount
7 of loss determined by the insurance company. The survey
8 measured by the respondents prefer to hear the statement
9 before they select repair shop even if it was unlikely
10 that they would receive a bill."

11 Do you see that statement in your expert report?

12 A I do.

13 Q I will focus on the sentence that starts on the
14 bottom of page 5 that starts specifically, "the balance
15 billing scenario."

16 Do you see that?

17 A Yes.

18 Q And then there is a quoted language where it
19 says, "You may be responsible for the cost that exceed the
20 amount of loss determined by your insurance company."

21 I take it that is the exact language that was
22 used in the survey that were given to survey respondents?
23 Do you need to refer to one of your exhibits? I can put
24 them in front of you if you needed?

25 A Yeah, it should match up with Exhibit 3 but I

1 would like to confirm that before I answer that.

2 Q That's fine.

3 MR. REIGSTAD: You are referring to the
4 questionnaire, Bruce?

5 THE WITNESS: Yes.

6 MR. REIGSTAD: I think that is Exhibit 3.

7 MR. LARSON: I have taken exhibits 3 -- well,
8 basically, I have taken all of your exhibits other than 1
9 and 2 of the report and made them a separate exhibit so we
10 won't fumbling around with a 361-page document.

11 Why don't we mark this as Exhibit 122.

12 (Defendants' Exhibit 122 marked.)

13 MR. LARSON: So for the record I will state that
14 Exhibit 122 are Exhibit 3 through the end of Dr. Isaacson
15 report.

16 Q Dr. Isaacson, if you want to refer to this and,
17 again, what we're trying to determine is the exact
18 language of that balance billing scripting that was read
19 to the -- or was given to the survey participants.

20 A There is something at the end that appears to be
21 a memo.

22 MR. LARSON: I appreciate that.

23 MR. REIGSTAD: Do you want to check mine.

24 MR. LARSON: I will.

25 MR. REIGSTAD: Bruce, why don't you take a moment

1 to page through it and make sure that it is, in fact, an
 2 accurate copy of your exhibit to the report before we mark
 3 it.

4 THE WITNESS: I haven't gone through every page
 5 but it does appear to be all of the exhibits from my
 6 report.

7 Q BY MR. LARSON: And let me be clear for the
 8 record, you are not testifying that this is the exact set
 9 of exhibits but just to the best estimation this is.

10 Again, why don't we take a look at this material.
 11 And what I'm looking for is for you to point us to make
 12 sure we know the exact language that was read to survey
 13 participants concerning this balance billing?

14 A So I'm looking now at Exhibit 3 and specifically
 15 I'm looking at page 7 of Exhibit 3, and they are numbered
 16 in the lower right-hand corner of the page. And let's
 17 make that page 8, not page 7, sorry. And you can see the
 18 language in the second or third paragraph down it says
 19 under statement 6, "I must advise you that you may be
 20 responsible for the cost that exceed the amount of the
 21 loss determined by your insurance company." So the quote
 22 that is in my report on the bottom of page 5 top of page 6
 23 is the same quote that tested in that particular cell of
 24 the survey.

25 Q Okay. So let's focus, then, on Exhibit 3 to your

1 than what you actually want a survey to measure. So when
 2 people come into a survey they can be tired, they can be
 3 hurried, they can have pre-existing attitudes and
 4 pre-existing beliefs, and all of those things can affect
 5 your survey measures. And with a survey you would like to
 6 isolate the measure that is associated with the phenomenon
 7 or associated with the element of interest. And a control
 8 allows you to remove that the effect of the tiredness or
 9 the hurried or tendency to guess or the pre-existing
 10 attitudes and come out with a clean measure which only
 11 reflects that which you want it to measure.

12 Q And in this case from my understanding you used
 13 the control statement to try to filter out noise; is that
 14 accurate?

15 A That's correct.

16 Q And the control statement that you used, was a
 17 statement that a customer service representative might
 18 contact the survey participant; is that right?

19 MR. REIGSTAD: Object to form. Are you referring
 20 to the balance billing scenario or the Minnesota advisory
 21 scenario?

22 MR. LARSON: Maybe I'm confused here.

23 Q Were there different control statements used to
 24 test against the various issues that were tested through
 25 the survey?

1 expert report at page 8 that is this language. The
 2 language that starts with since the shop you have
 3 selected. Who drafted this language?

4 A I did.

5 Q And what did you rely on to draft this language?

6 A I would have relied on the pleadings and the
 7 scripts.

8 Q Okay. All right. Let's go back to the main text
 9 of your expert report, Exhibit 121, and I think we can
 10 probably put the exhibits away at least for the time
 11 being, Exhibit 3. I want to turn to No. 20 of your expert
 12 report.

13 Paragraph 20 reads, "The answers that respondents
 14 provide to survey questions may be effective by extraneous
 15 factors unrelated to the subject of the survey. These
 16 extraneous factors are sometimes called, 'noise' in a
 17 control scenario can remove the effects of such influences
 18 and allow the survey measures to isolate the effect of
 19 elements of interest."

20 Now, having read your report, I think I
 21 understand what you are talking about here, but I wasn't
 22 100 percent sure that I was sure what you were talking
 23 about. Can you describe to me in a narrative fashion what
 24 you mean by "noise"?

25 A "Noise" is anything that a survey measures other

1 A Yes.

2 Q Okay. What were the control statements, then,
 3 that were used with respect to the balance billing?

4 A In the balance billing scenario there was a
 5 single control scenario. And the control scenario in the
 6 balance billing -- in the balance billing cells said you
 7 may be invited to participate in the brief customer
 8 satisfaction survey after this call. So it related to a
 9 customer satisfaction survey.

10 Q And then with respect to what I will refer to
 11 like the mandatory disclosure about choice of provider,
 12 what was the control statement used to test against that
 13 issue?

14 A Well, it depends on what you want to test.

15 Q Okay. What do you mean by that?

16 A What I mean, is that in the advisory cells, I
 17 tested five different permutations or different types of
 18 advisory statements. I tested the advisory statement
 19 coming first in a longer length. I tested it coming last
 20 in a longer length. I tested it coming first in a shorter
 21 length. I tested it coming last in a shorter length. And
 22 then I tested no advisory statement. So I provide an
 23 example in the report using a no advisory statement as a
 24 control against the other four, but there are lots of
 25 other ways you can run that. If you wanted to see if the

1 length of the statement matters you can test long versus
 2 short. If you wanted to see whether the placement of the
 3 statement matters you can test either long coming first
 4 versus long coming last or short coming first versus short
 5 coming last. So there are lots of different ways you can
 6 set that up as a control. I would describe it in general
 7 to say we're looking across five different scenarios and
 8 seeing whether there are any difference across any of the
 9 five. But if you are interested in something specific you
 10 can pick one of those to be a control and make your
 11 comparison that way.

12 Q All right. Let's stick to the balance billing
 13 for now. So there was a control statement that was used
 14 to test against that the balance billing statement; is
 15 that right or is that a fair chair?

16 A There was a control statement that was used to
 17 net the term I would use the net against the test measure
 18 from the balance billing scenario.

19 Q And my understanding of the way it works, and I
 20 don't have the exact numbers for memory, but in theory
 21 people were saying if 96 percent of the respondents said
 22 they wanted to hear the balance billing hearing language
 23 and there was a control statement that eventually lead to
 24 reduce that by 26 percent or something; is that right?

25 A So it depends on the question. The amount of the

1 fudging the numbers here to make sure I understand the
 2 concept. If 26 percent of people are saying I really want
 3 to know that, what you are saying what that indicates that
 4 survey participant pretty much wants to be read every
 5 information in the universe or at least that is a concern,
 6 so you are going to reduce the balance billing question or
 7 other issues by that percentage reflecting the fact you
 8 may have survey participants that may want to be read
 9 something no matter if it is important to them or not
 10 important to them?

11 MR. REIGSTAD: Objection to form.

12 THE WITNESS: I'm not sure I followed all the
 13 logic all the way through. But I can describe how it
 14 works conceptually, if that is helpful?

15 Q BY MR. LARSON: Yeah, why don't you do that.

16 A What we're testing and the balance billing
 17 scenario is testing questions 5, 6 and 7, and all of those
 18 questions ask about the respondents preference to hear or
 19 not hear a statement right. So question 5 asked, "Do you
 20 believe that the statement is or isn't something you
 21 prefer to know?" Question 6 asks, "Whether or not you
 22 prefer or don't prefer that the representative offer to
 23 make an appointment." And question 7 asks, "Even if it
 24 was unlikely, would you still prefer to hear the balance
 25 billing statement?" So all of them are asking about

1 reduction. The reduction in for question 5 was 27.4
 2 percent. For question 6 -- and this is for the
 3 affirmative statements. For question 6 was 34.8 percent.
 4 And for question 7 was 33.3 percent. So there is a
 5 slightly different reduction across the three questions.
 6 There is also a different reduction if we're looking at
 7 the negative responses as opposed to the affirmative or
 8 yes responses.

9 Q Let me take a step back because I'm not sure I'm
 10 driving at the point I'm trying to get at.

11 So the idea behind the control statement the one
 12 that was used to test against the balance billing
 13 hypothesis, was this customer you may be contacted by a
 14 customer service representative or language to that
 15 effect; correct?

16 A It was that you may be invited to participate in
 17 a brief customer satisfaction survey.

18 Q And I understand the theory is that is not a
 19 piece of information that should really be material to
 20 most people; correct?

21 A Correct. That's not said -- the way that I would
 22 say it, that's not a piece of information that most people
 23 -- for whom most people it would matter whether or not
 24 they heard that or not.

25 Q Okay. So if we see that and, again, I'm kind of

1 preference to hear or no preference to hear a particular
 2 statement. Ask what we want to control for is we want to
 3 control for people who would say they would prefer to hear
 4 any statement regardless how immaterial or unimportant
 5 that statement was. So we're looking for a statement for
 6 a control that is A, plausible. And B, represent
 7 something that most people would not -- it wouldn't matter
 8 to them one way or another whether they here it or not
 9 that way we could subtract the effect of people who just
 10 have a knee-jerk reaction and say, "Of course I want to
 11 hear that" for whatever reason, either they are not paying
 12 attention or they are just the kind of people who would
 13 want to hear anything no matter what statement it was.

14 Q Okay. That's a good answer.

15 Let me page forward to page 8 of your report,
 16 paragraph 29. And here paragraph 29 and it has little
 17 Romans i, ii and iii. And this gets into more details
 18 about the issue we were just discussing. I just want to
 19 make sure I understand this correctly. So looking at
 20 paragraph 29, Roman i, I will just read the last sentence
 21 and ask you a question about it. The last question says,
 22 "The control statement asked a similar question about the
 23 statement informing the policyholder that they may be
 24 contacted for a brief customer satisfaction survey. And
 25 27.4 respondent indicated that they prefer to hear the

1 statement. After accounting for the control the net
2 measure 67.3 calculate is 94.7 percent minus 27.4
3 percent."

4 Do you see that?

5 A I do.

6 Q This is fairly obvious from your report, I want
7 to make sure I'm understanding this correctly. You are
8 using this control and after applying the control, which
9 you are opining, is that 67.3 percent of respondents would
10 want to be read this sort of question 5 language rather
11 than not be read it. Is that a fair characterization of
12 what you are opining here?

13 MR. REIGSTAD: Objection to form.

14 THE WITNESS: It's a partial characterization.
15 What I'm saying is after you subtract the control -- after
16 you account for the control, the net measure of 63 percent
17 represents the percentage of people who indicated that
18 they would prefer to know that statement before selecting
19 a glass repair shop. And the other two categories you
20 could either be someone who wouldn't prefer to know the
21 statement or you can be someone who didn't know one way or
22 another.

23 MR. REIGSTAD: And Bruce, just for the record I
24 think he said 63 percent. Did you mean 67 percent?

25 THE WITNESS: If I said 63 percent I would like

1 that the top two rows of table K provide net numbers.
2 There is the 67.3 percent that we were discussing a few
3 minutes ago and also below it, you can see a negative 25.9
4 percent and that is the net for the negative version of
5 the question and it's consistent that it's positive for
6 the positive version of the question and negative for the
7 negative version of the question.

8 Q Let me ask you this, I'm on page 34, table K.
9 Are these negative numbers in any way meaningful?

10 A Well, I will leave that for the court and the
11 attorneys to argue.

12 Q Let me stop you there. What meaning would you
13 ascribe, if any, to these negative numbers?

14 A They are results of question 5 are consistent and
15 they are, if the result of the positive version of this
16 statement is positive, then the negative version -- then
17 for the net to be negative on the negative version is
18 consistent. In other words, what it's -- the negative of
19 a negative is a positive right. So the fact that you have
20 a negative number on the negative response for question 5,
21 is like negating a negative resulting in a positive so it
22 is consistent with the results that you see. If you look
23 at table K you will see that the positive version of the
24 question in all three cases is positive and the negative
25 option for the question in all questions is negative. So

1 to correct that to be 67.3 percent. Thank you.

2 Q BY MR. LARSON: Let me ask the question in
3 reverse, then. So we have the 67.3 percent of people who
4 would prefer to be read the question by language. Of the
5 other 32.7 percent, how does that breakdown? What are the
6 categories of people that fall into the remaining
7 allotment?

8 A And you can't quite do that math the way that you
9 are doing it with net numbers but let me -- I will show
10 you how we can do it. If we go to the table providing the
11 results of question 5 and that table is on page 29 of my
12 report. There is also a table like that in one of the
13 exhibits I provide more detailed number. But in table G
14 of page 29 of my report, you can see if we take cell 6
15 which is the balance billing scenario 94.7 percent say
16 that the statement is something they prefer to know before
17 selecting a class repair shop. 3.0 percent say it's not
18 something they prefer to know and 2.3 percent have no
19 opinion. So you can calculate a net number for the
20 affirmative version of this question that it is something
21 that you prefer to know and you can calculate a net number
22 for the negative version of the question that it is not
23 something that you prefer to know, and both of affirmative
24 net and the negative net are provided in the report and
25 those are provided in table K on page 34, and you can see

1 you are seeing consistency across questions and across
2 responses within questions.

3 Q Well, let me ask you this, is this kind of
4 analysis done outside of a litigation survey context?

5 A Yes.

6 Q So let's say I was outside the litigation survey
7 context, this negative data that appears to table K, is
8 that something you would furnish to your clients outside
9 of litigation context?

10 MR. REIGSTAD: Objection to form.

11 THE WITNESS: It depends which context and where
12 I was, but the numbers to my mind, that are most important
13 here are the yes options that this is something that I
14 prefer to know at least on a net basis. To my mind those
15 are the numbers that I think are most relevant to the
16 matter. I've provided the negative numbers and if -- on
17 the negative response options, and if you or counsel for
18 Kirkland & Ellis think they are important you can pay
19 attention to them. I gathered them so I have provided
20 them in the report. But which numbers you chose to focus
21 on, I can't say.

22 Q Let me say this: I understand the relevance, or
23 at least, I may disagree with the relevance of the
24 positive number or the positive number, but they make
25 sense to me. I intuitively understand what you are

1 telling me with the positive number. I will tell you that
 2 I do not intuitively understand what the significance of
 3 the negative number is, and that's probably because I'm a
 4 lawyer not somebody who does what you do.

5 And so what I'm trying to get you to tell me is,
 6 I'm the average Joe sitting here or someone that is
 7 interested in this topic what use should I put these
 8 negative numbers to?

9 MR. REIGSTAD: Objection to form. Asked and
 10 answered.

11 THE WITNESS: I think it's the two uses that I
 12 mentioned previously. One use is you can look at that
 13 negative number and you can compare it to the positive
 14 number. And if the top number for each of the questions
 15 in table K is positive, then it make sense that the next
 16 number should be negative because in one case the bigger
 17 number is on the test and on the other case the bigger
 18 number is on the control. It makes sense that if the
 19 positive option is positive, that the negative option
 20 should be negative. Then you can look across the three
 21 questions and you can say, well, there are three examples
 22 and in all three examples we have numbers that are
 23 substantially or significantly positive, for the positive
 24 option; and we have numbers that are negative for the
 25 negative option. So we have consistency within questions.

1 going to have a large number like 94.7 percent, that means
 2 that by necessity that because everything has to add 100
 3 percent, the two other options have to be relevantly small
 4 as I look at the cell 6 options. But what you see in
 5 table T is the difference between the test measure and the
 6 control measure so the 100 percent cap does not really
 7 apply in table K because there is no need for the numbers
 8 in table K to add 100 percent, the columns in table K to
 9 add 100 percent. The same way there is a need in tables
 10 like table G for the columns to add 100 percent.

11 Q All right. Turning to page 8, paragraph 29,
 12 little Roman ii. And I want to make sure I understand the
 13 kind of ultimate conclusion that you are reaching there.
 14 As I understand it, what you are saying there in paragraph
 15 29,

16 ii, is after you control you apply this control statement,
 17 the net measure of people who prefer to get a
 18 recommendation for a shop in this question 6 scenario is
 19 36.4 percent; correct?

20 A You are asking about Paragraph 29, Roman ii.

21 Q Correct.

22 A The net measure is 36.4 percent in that
 23 paragraph. So I think the answer is correct.

24 Q And then turning to little iii at Paragraph 29 on
 25 the next page it's the same question, it's your opinion

1 We've got consistency across questions. And we have
 2 logical consistency in that the positive option gives you
 3 a positive number, and the negative option gives you a
 4 negative number.

5 Q Let me stop you there. It strikes me, thought it
 6 is kind of like a math problem; right? Given 100 percent
 7 is the cap on the responses, the negative number is
 8 entirely controlled by, essentially, what goes on with the
 9 positive response, yes?

10 MR. REIGSTAD: Object to form.

11 THE WITNESS: The fact that the numbers are
 12 kept -- well, first it is like a math problem. It is a
 13 math problem.

14 Q BY MR. LARSON: Yeah, that's what I'm saying?

15 A But mathematically the fact that the numbers are
 16 kept by 100 percent explain why the first option is
 17 larger. So if the positive response to question 5 is 67.3
 18 percent, then the negative response has to be smaller than
 19 that, that's the part where you are correct. But it's
 20 important to keep in mind that the negative option is that
 21 all of these numbers in table K on page 34 are created by
 22 subtracting the control measure from the test measure. So
 23 the size of that difference, in other words, the 100
 24 percent cap means that that 100 percent cap will affect
 25 the data that is in table G on table 29. So if you are

1 that at least on the question 7 issue and the net measure
 2 there is 43.2 percent after you apply the control
 3 percentage; correct?

4 A Correct. And both the net measure and Roman iii
 5 and net measure in Roman ii are for the affirmative
 6 response, the yes response option.

7 Q All right. So turning to, then, paragraph 31, in
 8 and I will read this and I will ask you a question about
 9 it. It says, "Based on the survey dating in the balance
 10 scenario I include prefer to hear the balance disclosure
 11 even if they are made aware the chance is small that they
 12 will be billed for cost above what the insurance company
 13 would pay."

14 Do you see that?

15 A I do.

16 Q Maybe I'm just confused at least with respect to
 17 the people who were made aware that the chance is small,
 18 isn't the net measure there 43.2 percent?

19 A The net measure is 43.2 percent.

20 Q And I'm just -- I guess I'm just confused. I
 21 mean, why would you say that there is a strong majority of
 22 response preferred to hear this if the actual number is
 23 43.2 percent isn't that less than the majority?

24 MR. REIGSTAD: Object to form.

25 THE WITNESS: There is a gross number and there

1 is a net number and the gross number is 76.5 percent, and
 2 that is still a valid number even though we are
 3 subtracting and creating a net measure there is usefulness
 4 to growth both the gross measure in a survey like this and
 5 the net measure. So if we look at specifically talking
 6 about question 7 that we have 76.5 percent of people
 7 saying that they prefer that the representative read the
 8 statement compared to only 14.4 percent of people who say
 9 that they prefer that the representative not read the
 10 statement. So we still have as I say a strong majority of
 11 people who indicate a preference for the statement to be
 12 read, the net measure on that you are correct, is 43.2
 13 percent but even that net measure is -- it's a number that
 14 would generally be considered significant in my experience
 15 and false advertising or advertising comprehension
 16 matters.

17 Can we take a break?

18 MR. LARSON: We certainly can.

19 (Recess taken.)

20 MR. LARSON: Back on the record.

21 Q Let's turn to page 22 of your report. I'm
 22 interested in footnote 18 on page 22. Footnote 18 reads,
 23 "For example, all seven cells have at least 132
 24 respondents at the 95 percent level of confidence, the
 25 margin of error associated with sample size of 132

1 percent level of confidence, what was that in reference
 2 to?

3 A It's a term that typically used in litigation
 4 surveys in analysis of data in litigation context and it
 5 refers to a term where if -- there's some true inherent
 6 underlying number in the population, but we don't know
 7 what that number is because I went out and I only did one
 8 survey. But if I had conducted repeated surveys -- if I
 9 conducted repeated surveys, repeated sampling, eventually
 10 I would get to what the true number is in the underlying
 11 population. And the number percent level of confidence
 12 refers to the fact that there is a 95 percent chance that
 13 the number that you have gathered is within that margin of
 14 error that we've identified or said differently that
 15 there's that 95 times out of 100 the number that I've
 16 gathered is within a reasonable range of the actual true
 17 underlying value of the population.

18 Q And then you have these plus minus figures 30
 19 percent and measure 60 percent. And let me see if I
 20 understand this correctly. You are saying that the margin
 21 of error would be different if we're talking about survey
 22 where the response is 30 percent then it would be if there
 23 was a survey response in the answer was a 60 percent; is
 24 that right?

25 A Yes, I think you mean to say question instead of

1 respondents is approximately plus or minus 7.8 percent for
 2 a measure of 30 percent and plus or minus 8.4 percent for
 3 a measure of 60 percent." Can you explain to me what this
 4 footnote is telling me?

5 A Sure. So this data is what survey experts and
 6 statisticians refer to as a convenience sample. If you
 7 weren't a member of the panel you couldn't have
 8 participated in the survey. And typically with this type
 9 of data one does not compute margins of error in September
 10 in general terms to describe the overall reliability of
 11 the data. So in this case I'm providing some calculations
 12 that indicate the margin of error of the data. Margins of
 13 error are dependent typically of the inherent liability of
 14 the data. They are also dependent of the number of
 15 interviews that you gather.

16 And the third thing that they depend on is
 17 whether or not the measure that you are looking at is
 18 closer to 50 percent or is closer 100 percent or zero
 19 percent. That's why I provided in this case for sample
 20 size if 132 respondents, the margin of error would be
 21 associated with a 30 percent measure and with a 60 percent
 22 measure because the margins of error on those two measures
 23 would be different.

24 Q Okay. So let me breakdown these numbers and
 25 maybe you can tell me what you are talking about. The 95

1 survey in your response but otherwise, I agree with you
 2 that the margin of error would be different.

3 So said differently the 95 percent level of
 4 confidence would encompass -- at a sample size 132
 5 respondents, would encompass a range of 30 percent minus
 6 7.8 percent from that so that is what that, that's 22.2
 7 percent all the way up to 37.8 percent. And that's the
 8 range that that 95 percent level of confidence would that
 9 the margin of error associated 95 percent would encompass.

10 Q Why don't you turn to page 34 and looking at
 11 table C. And for table C I wanted to run through and make
 12 sure I understand this. So is part of the survey one of
 13 the things that you tested was to have people provide an
 14 open-ended or narrative description of what their
 15 understanding of the message being communicated by various
 16 disclosures was; is that fair?

17 A I think generally, yes. Said differently, the
 18 first two questions in the survey asked about the general
 19 impressions or messages that respondents see perceive from
 20 the statements.

21 Q And so we see the two questions there, at the top
 22 of table C question one was what message or messages, if
 23 any, are communicated by this statement.

24 Do you see that?

25 A I do.

1 Q So all of the people went through and completed
2 the full survey were asked that question; is that right?

3 A That's correct.

4 Q And then they were asked that question in
5 proximity to having at least in this table having been
6 provided one of the various iterations of the full or
7 partial disclosure; is that right?

8 A That's correct.

9 Q So given an example, somebody was read the full
10 disclosure provided first, and then in close proximity
11 would be asked what message or messages, if any, would be
12 communicated by the state; is that accurate?

13 A It is accurate with a minor correction. It
14 wasn't read to them, but they actually read it in the
15 course of the survey.

16 Q Okay. And then if you turn to the next page,
17 then, page 25 of your report and this is in paragraph 75,
18 there is kind of a little i through vi of the Romans of
19 examples of answers that people gave; is that right?

20 A That's correct.

21 Q And so when I say narrative, I guess what I'm
22 saying, this wasn't a box that they were checking, they
23 were required to physically write in a description of what
24 their impression of the message was; is that right?

25 A Generally correct. Except that if they didn't

1 disreputable or untrustworthy?")

2 THE WITNESS: And should I include the responses
3 to both question 1 and question 2 and answer --

4 Q BY MR. LARSON: Let's start with question 1 and
5 then we will move to question 2.

6 A Well, I didn't analyze question 1 separately from
7 question 2.

8 Q Then that's fine. Then, yes, collectively
9 between question 1 and question 2, did anybody provide
10 responses indicating that they felt that Safelite was
11 disruptive or untrustworthy?

12 MR. REIGSTAD: Objection to form.

13 THE WITNESS: I can't tell looking at this data
14 other than to say that if you look at table C on page 24,
15 you can see a row that says "other" and other has roughly
16 it has minimum 19.3 percent up to 37.2 percent of people
17 provided a comment that was something other than the
18 categories that you see on that page. So if someone had
19 provided a comment like that, it could be reflected in
20 "other," but I can't tell looking at the table whether
21 anyone actually said that.

22 Q BY MR. LARSON: And I've looked through the
23 materials here. We have listed, then, in exhibit, I guess
24 it would be Exhibit 5. I'm sorry moving on to deposition
25 122, and I'm looking at Exhibit 5 to your report it's

1 know there was a box that they could check to say "I don't
2 know" as opposed to typing in a response.

3 Q And then somebody went through these answers and
4 characterized them; is that right?

5 A That's correct.

6 Q Was that you?

7 A Me and staff.

8 Q Okay. And I think you said somewhere in the
9 report you at least reviewed all of the characterization
10 that applied?

11 A We call them code, but I've reviewed every
12 response and all of the codes that have been provided for
13 every response.

14 Q Let me ask you this: In response to -- on
15 question 1, table C, did anybody write in that they felt
16 the message that was being communicated was the Safelite
17 was in some way disreputable or untrustworthy?

18 MR. REIGSTAD: Object to form and foundation.

19 (The following record was read
20 back by the reporter as follows:

21 "QUESTION: Let me ask you this:
22 in response to -- on question 1, table C,
23 did anybody write in that they felt
24 the message that was being communicated
25 was the Safelite was in some way

1 starting around -- so why don't we just look at Exhibit 5
2 to Exhibit 122. And this is something called the survey
3 data file, can you describe it in general fashion what is
4 this?

5 A This is all responses to all questions to all
6 respondents. It also provides a map so that which
7 describes what the various responses mean, what they
8 correspond to in the survey.

9 Q Okay. So there is a first column here called
10 X -- I'm going to do -- it's X-S-U-R-V-N-U-M. What is
11 this column?

12 A That's survey number.

13 Q Okay. So these are basically you've numbered the
14 participants in the survey; is that right?

15 A That's correct. Everyone is assigned a unique
16 number.

17 Q Okay. So if I flip through this to page 3 of
18 Exhibit 5, I start to see basically some it looks like to
19 me, at least, some narrative answers to the questions; is
20 that correct?

21 A That's correct.

22 Q So we've got Q10E and Q20E and then below those
23 for each survey respondent other than those looked like
24 they may have checked a box or said they don't know, we
25 have a bunch of data where people inputted something;

1 correct?
 2 A Correct.
 3 Q So for instance, taking survey participant No. 1,
 4 when they were asked this first question about what
 5 message was communicated they wrote in you are responsible
 6 for cost over what insurance pays; is that right?
 7 A That's correct.
 8 Q I'm a little confused here. So Q1OE is that not
 9 the data we're looking at in table C?
 10 A The data in table C would be the combined
 11 responses from Q1 and Q2. "OE" stands for open-ended. So
 12 Q1OE is the open-ended responses to question 1 and so the
 13 data that you are looking at in table C reflects both
 14 question 1 and question 2.
 15 Q I guess my confusion is, looking at table C, I
 16 had understood table C to be about this mandatory
 17 statutory disclosure language. So you either have full
 18 disclosure or partial disclosure versions being read at
 19 the beginning and the version being read at the end; is
 20 that correct?
 21 A That's correct. The data in table C is
 22 specifically question 1 and question 2 for the first five
 23 cells of the survey which are all the cells that deal with
 24 the disclosure.
 25 Q So I guess my confusion is, just picking up,

1 lettered question A, B, C, D, E, means that it is a
 2 qualification question not a question in what we call the
 3 main part of the survey. If we now go to the next page,
 4 you can see on page 2, QG and QH and QI and QJ. And QJ
 5 should have been the last qualification question in the
 6 survey. Let me confirm that. It is the last
 7 qualification question in the survey. And then the answer
 8 to your question is in the next one which is Q cell. That
 9 tells you the cell that they were in. And you will notice
 10 if we go back now to table C on page 5, that the cells are
 11 labeled cell 1, cell 2, cell 3, cell 4 and cell 5. And
 12 you will notice that survey participant No. 1 is a cell 6
 13 participant. And if we go to the version of this table
 14 for balance billing.
 15 Q Right. It would be table D then -- oh, no.
 16 Table F I think on page 28?
 17 A Yes. You will notice that cell 6 is the main
 18 cell for balance billing.
 19 Q Okay.
 20 A The reason why the first survey respondent is
 21 cell 6 is because each survey respondent was randomly
 22 assigned to a cell. So you will notice as you look down
 23 this page, there is no order to the cells that people were
 24 in.
 25 Q Got it. That definitely answers my question.

1 again, on page 3 of Exhibit 5, survey participant 1 when
 2 asked question 1 their response was, you are responsible
 3 for cost over what insurance pays which strikes me being
 4 very much a balance billing, kind of, answer and not a
 5 disclosure type of answer. I just want to make sure I'm
 6 not confused as to what is going on here.
 7 A It is a balance billing type of an answer and
 8 that particular respondent was in a balance billing cell.
 9 Q Okay. And how would I tell that?
 10 A Well, you would go back to the prior page,
 11 page 2.
 12 Q Okay.
 13 A And you can see that, let me answer your question
 14 more broadly. I will answer that question as well. Let
 15 me explain how this data is laid out.
 16 Q Okay.
 17 A So let's go back two pages. You will notice that
 18 on page 1, are you on page 1?
 19 Q I am on page 1 of Exhibit 5.
 20 A So the first column is survey number, you can see
 21 QA right that is question a that is ZIP code that is why
 22 that is a 5 digit number.
 23 Q Right.
 24 A You can see all of the calculation questions QB
 25 all the way through that page and the fact that they are

1 And I think this is in your report. I think I recall
 2 seeing this. People were then just tested when they were
 3 asked the question 1, question 2, they were tested about
 4 the meaning of the full disclosure type stuff or they were
 5 tested on the meaning of the balance billing language they
 6 weren't tested on both; is that right?
 7 A That's correct. They were randomly assigned to
 8 see a single corresponding to the cell they had been
 9 assigned to.
 10 Q Okay. So returning to what picked up on all
 11 this. I guess I don't really have to test your memory
 12 then. If I read through Exhibit 5 contained within
 13 Exhibit 5 will be essentially every answer that somebody
 14 wrote in in response to Q1 and Q2; is that right?
 15 A It will be every answer that someone wrote in
 16 response to question 1 and question 2. It is all in
 17 Exhibit 5 as well as all the responses to all other
 18 question.
 19 Q Okay. Returning, then, to page 24 of your
 20 exhibit table C, I'm curious as to we've got the table
 21 that lays out the various categories into which the
 22 responses were assigned. How did you determine that these
 23 would be the categories that you would use in terms of
 24 assigning answers?
 25 A I looked at the verbatim. I spent a lot of time

Page 77

1 looking at the verbatim and developing these categories as
2 being appropriate to represent the verbatim. And the list
3 of categories that we used is provided. So if you go to
4 the other exhibit, Exhibit 122 to my deposition and you
5 look at Exhibit 6 it's towards the end.

6 Q Okay.

7 A So you will see here, a more detailed list of the
8 terms that fall under each of those codes. So the code,
9 for example, that's in table C is written as cost charges
10 and discounts, and there are footnote 24 that says it
11 involves other related themes such as deal, pay, money and
12 price, you can see the list of terms that we used in
13 coding under code 1 cost charges discounts amount covered
14 deal, pay, money and price and et cetera. I won't walk
15 you through all of them, but the description of the codes
16 is a summary in table C. There is more detail in the
17 footnote and then there is additional detail for the codes
18 in Exhibit 6.

19 Q Okay. I guess, one thing that struck me is
20 returning to table C in your report is that, you know,
21 you order the -- you've got these six categories that you
22 list here, and you, kind of, order them in numerical
23 significance. And we get down to customer survey and
24 feedback at 27 percent cell 1, 0 percent otherwise. It
25 strikes me as odd to the "other" is still so large you

Page 79

1 A Table J provides net measures for questions 3 and
2 4 as I described earlier there is lots of ways that you
3 could analyze the data from the advisory cells in the
4 survey and there lots of ways you can decide which of
5 those advisory cells should represent the control. And
6 what I did in table J is use cell 5, the no advisory cell,
7 as a control and I calculated nets for question 3 and for
8 question 4 using that as a control. And to my mind the
9 significance is that there really doesn't have a longer or
10 shorter advisory or having the advisory in first place or
11 last place in the interaction does not make a -- is not
12 materially different from having no advisory at all.

13 Q Okay. Look at the next page, page 33 of your
14 report, paragraph 97. I will read the introductory
15 sentence and the ii. It says, "Based on the survey data
16 my conclusions regarding the Minnesota advisory scenario
17 are as follows:" "ii, if they did not specify any
18 particular repair shop, majority 73.3 to 81 percent of
19 respondents answered that they prefer that the
20 representative recommended glass shop selected by the
21 insurance company."

22 I guess, my question for you is -- I mean,
23 everybody who is taking this survey presumably has not yet
24 selected a particular glass shop; correct?

25 A Well, they're given a scenario that asks them to

Page 78

1 have a 21.9 percent other categories, was there really
2 that much diversity other responses none of them tabulated
3 to 1 percent, or is it simply you made the judgment call
4 that these were the six appropriate categories to test?

5 MR. REIGSTAD: Object to form.

6 THE WITNESS: There is a lot in there to answer.
7 I would say first, that other is not particularly large so
8 looking at other in the range of, let's say, 20 to 35
9 percent there is nothing unusual about the size of other
10 in this survey compared to other surveys that I have done
11 both for litigation purposes and for other kinds of
12 purposes, that's No. 1. No. 2, what you are looking to do
13 with this, kind of, categorization is understand the most
14 important themes and they were not any other themes that
15 in my estimation came to the surface in the comment that
16 people were providing, that were as significant -- as
17 important as the themes that you see on this page. And so
18 other is a large number of other comments that to my mind
19 don't create -- don't -- there is nothing that I saw in
20 there that was worth reporting separately the way that
21 these are worth reporting.

22 Q BY MR. LARSON: All right. Flip forward to page
23 32 of your report, Exhibit 121. Looking at table J, and I
24 was hoping in a narrative fashion you can describe for me,
25 what is the significance, if any, of table J?

Page 80

1 assume certain things.

2 Q Right. So this is hypothetical in a sense that
3 these people are being asked to assume they haven't
4 selected a glass repair shop and are being asked that they
5 would like the insurance company to recommend one for
6 them; is that fair?

7 A That's correct.

8 Q Okay. Flipping forward to page 35, I'm in
9 paragraph 101, iii. I will read the introductory sentence
10 it says, "Based on survey data, my conclusion regarding
11 the balance billing are as follows: iii, if they were
12 aware that it is unlikely the repair shop would charge
13 them for cost that exceed the amount of loss determined by
14 the insurance company, 76.5 of the respondents indicated
15 that they prefer that the representative read the balance
16 billing advisory statement, while only 14.4 percent
17 preferred for the statement not be read."

18 Do you see that?

19 A Yes.

20 Q And then above that in ii, it says, in the test
21 statement providing the balance billing advisory 71.2
22 percent answered that they preferred that the
23 representative, again, offer to make an appointment with
24 the repair shop selected by the insurance company after
25 accounting for the control the net measure was 36.4

20 (Pages 77 to 80)

1 percent. Do you see that?
 2 A Yes, I do.
 3 Q My understanding of this is that the survey did
 4 not test whether people who had been advised that the
 5 balance bill was unlikely would want to have the insurance
 6 company make a recommendation. Is that accurate?
 7 MR. REIGSTAD: Object to form.
 8 THE WITNESS: I'm not -- can you rephrase it.
 9 Q BY MR. LARSON: Let me break it down a little
 10 bit. The difference between Roman ii and Roman iii as I
 11 understand it. Okay. So Roman ii are you testing the
 12 idea of whether the survey respondents would want Safelite
 13 to make a recommendation for a shop; is that right?
 14 MR. REIGSTAD: Object to form.
 15 THE WITNESS: You are asking about Roman
 16 Numeral ii?
 17 Q BY MR. LARSON: Correct.
 18 A Roman Numeral ii is summarizing the responses for
 19 question 6 which asks whether or not the respondent
 20 prefers that the representative, again, offer to make an
 21 appointment with the repair shop selected by the insurance
 22 company.
 23 Q Let me ask the question a different way. When
 24 we're talking about ii, the 71.2 percent the answer that
 25 they prefer that the representative, again, offer to make

1 the repair shop selected by the insurance company?
 2 A No.
 3 Q Okay.
 4 MR. LARSON: All right. I will take a break.
 5 And I think I'm probably done.
 6 (Recess taken.)
 7 MR. REIGSTAD: The deponent will review and sign
 8 and I have no questions.
 9 MR. LARSON: I will put this on the record but I
 10 have no further questions.
 11 DEPOSITION OFFICER: So the original is being
 12 sent to you?
 13 MR. REIGSTAD: Yes.
 14 DEPOSITION OFFICER: Thank you.
 15 (Deposition session concluded at 2:41 p.m.)
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-oOo-

1 an appointment where the repair shop selected by the
 2 insurance company, had any of those people before
 3 answering that question been told that the balance billing
 4 was unlikely?
 5 MR. REIGSTAD: Object to form.
 6 THE WITNESS: No, not when they get to
 7 question -- when you are asked question 6, you are not
 8 told that the balance billing was unlikely.
 9 Q BY MR. LARSON: Okay.
 10 A If that is what you are asking me.
 11 Q That's what I'm asking. And what I'm asking
 12 there is no in essence question 8 where people were first
 13 told it is unlikely that you are going to be balance
 14 billed would you still like to, again, be advised as to a
 15 repair shop recommended by the representative?
 16 A Well, when you say advised as to a repair shop
 17 recommended, do you mean -- do you mean that you are
 18 asking whether they want the rep to offer to make an
 19 appointment with a repair shop?
 20 Q Strike it. Let me ask the question in a
 21 different way.
 22 Was any survey respondent first told or first
 23 instructed by the survey that balance billing was unlikely
 24 and then asked whether they preferred that the
 25 representative, again, offer to make an appointment with

1 DECLARATION UNDER PENALTY OF PERJURY
 2
 3 I, DR. BRUCE ISAACSON, do hereby certify under
 4 penalty of perjury that I have read the foregoing
 5 transcript of my deposition taken on Tuesday,
 6 April 19, 2016; that I have made such corrections as
 7 appear noted on the Deposition Errata Page, attached
 8 hereto, signed by me; that my testimony as contained
 9 herein, as corrected, is true and correct.
 10
 11 Dated this _____ day of _____,
 12 2016, at _____,
 13 California.
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 23
 24
 25

DR. BRUCE ISAACSON

Larson Ex. 18

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NEON LLC

Mon Jul 11 18:54:52 2016

SOS Account Number

10072647

Status

Inactive

Principal Office Address

No address on file

Registered Agent and Office Address

GENE SUMMERLIN

SUITE 200

610 J STREET

LINCOLN, NE 68508

Designated Office Address

215 N 19TH STREET

BEATRICE, NE 68310

Nature of Business

Not Available

Entity Type

Domestic LLC

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Date Filed

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NEON CLAIMS ADVANTAGE

Mon Jul 11 18:54:11 2016

SOS Account Number

10086174

Status

Inactive

Contact

NEON LLC

215 N 19TH STREET

BEATRICE, NE 68310

Entity Type

Trade Name

Qualifying State:

Date Filed

Jun 21 2006

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