

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

|                                      |   |                              |
|--------------------------------------|---|------------------------------|
| <b>RICHARD CAMPFIELD, et al.,</b>    | : | <b>Case No. 2:15-cv-2733</b> |
|                                      | : |                              |
| <b>Plaintiffs,</b>                   | : | <b>Judge Watson</b>          |
|                                      | : |                              |
| <b>v.</b>                            | : | <b>Magistrate Judge Kemp</b> |
|                                      | : |                              |
| <b>SAFELITE GROUP, INC., et al.,</b> | : |                              |
|                                      | : |                              |
| <b>Defendants.</b>                   | : |                              |

**ANSWER AND AFFIRMATIVE DEFENSES OF SAFELITE GROUP, INC., SAFELITE SOLUTIONS LLC, AND SAFELITE FULILLMENT, INC.**

**(DEMAND FOR JURY TRIAL ENDORSED HEREIN)**

Defendants Safelite Group, Inc., Safelite Solutions LLC, and Safelite Fulfillment, Inc. (collectively, "Safelite") present their Answer and Affirmative Defenses to the Complaint of Plaintiffs Richard Campfield and Ultrabond, Inc. (collectively, "Plaintiffs") as follows:

1. Safelite admits that Plaintiffs purport to bring this action under the Lanham Act. The terms and provisions of the Lanham Act speak for themselves, and any characterization of those terms and provisions at odds with those terms and provisions is denied.
2. Safelite admits that Safelite Fulfillment, Inc. is the largest vehicle glass repair and replacement organization in the country. Safelite denies the remaining allegations in paragraph 2.
3. Safelite denies the allegations in paragraph 3.
4. Safelite admits that it serves more than 4.1 million customers annually and that it has more than 500 locations in the United States. Safelite denies the remaining allegations in paragraph 4.
5. Safelite denies the allegations in paragraph 5.
6. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 6, and as such denies those allegations.
7. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 7, and as such denies those allegations.

8. Safelite admits that ANSI standards regarding windshield repair were issued in 2007. Safelite denies the remaining allegations in paragraph 8.
9. Safelite denies the allegations in paragraph 9.
10. Safelite denies the allegations in paragraph 10.
11. Safelite admits that Plaintiffs purport to seek relief under the Lanham Act. Safelite denies the remaining allegations in paragraph 11.
12. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 12, and as such denies those allegations.
13. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 13, and as such denies those allegations.
14. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 14, and as such denies those allegations.
15. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 15, and as such denies those allegations.
16. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 16, and as such denies those allegations.
17. Safelite admits that it is a Delaware corporation with its principal place of business in Columbus, Ohio. Safelite also admits that it is a multi-faceted vehicle glass and claims management organization that is composed of three major business operations: (1) Safelite Fulfillment, Inc., which provides VGGR services; (2) Service Auto Glass, which provides wholesaler vehicle glass and vehicle glass-related products; and (3) Safelite Solutions LLC, which serves as a third party administrator and provides claims management solutions for the nation's leading fleet and insurance companies. Safelite further admits that it is a subsidiary of Belron S.A., which is one of the world's leading vehicle glass repair and replacement groups, and which operates in over 30 countries across 5 continents. Safelite denies the remaining allegations in paragraph 17.
18. Safelite states Safelite Solutions operates five national call centers, including two in Columbus, Ohio, one in Chandler, Arizona, one in Hiawatha, Iowa, and one in Rio Rancho, New Mexico. Those five call centers employ approximately 3,000 individuals in total. Safelite admits the remaining allegations in paragraph 18.
19. Safelite admits the allegations in paragraph 19.
20. Safelite admits, upon information and belief, that Safelite Fulfillment's services are available to more than 95% of all drivers. Safelite also admits that Safelite Fulfillment operates in all 50 states, serves more than 4.1 million customers annually, and that it has more than 500 locations in the United States. Safelite denies the remaining allegations in paragraph 20.

21. Safelite denies the allegations in paragraph 21.
22. Safelite admits that venue is proper in this Court. To the extent a further response is required, Safelite denies any remaining allegations in paragraph 22.
23. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 23, and as such denies those allegations.
24. Safelite admits windshields can be chipped or cracked from flying stones flicking up from a roadway and striking the windshield. Safelite also admits that windshields can be damaged from issues related to their design, manufacturing, and installation. Safelite denies any remaining allegations in paragraph 24.
25. Safelite admits that windshields are typically made with a layer of polyvinyl butryal sandwiched between two sheets of glass. Safelite further admits that windshields act as a barrier either to prevent passenger ejection from a vehicle when in a crash or to prevent passenger injury from an object penetrating the windshield when being driven. Safelite denies any remaining allegations in paragraph 25.
26. Safelite admits that a vehicle's windshield is an important part of a vehicle's overall safety system. Safelite also admits that a vehicle's windshield enables the passenger airbag to deploy properly. Safelite further admits that a vehicle's windshield strengthens the frame of the entire vehicle and keeps the roof from buckling in case of a rollover. Safelite also states that the allegations in paragraph 26 purport to selectively quote a Safelite video. Safelite states that the complete language and/or content of the alleged video can be ascertained from the video itself. Safelite denies the remaining allegations in paragraph 26.
27. Safelite denies the allegations in paragraph 27.
28. Safelite denies the allegations in paragraph 28.
29. Safelite denies the allegations in paragraph 29.
30. Safelite denies the allegations in paragraph 30.
31. Safelite denies the allegations in paragraph 31.
32. Safelite admits the allegations in paragraph 32.
33. Safelite admits that, if left untreated, windshield damage could spread and compromise the integrity of the windshield. Safelite denies the remaining allegations in paragraph 33.
34. Safelite denies the allegations in paragraph 34.
35. Safelite denies the allegations in paragraph 35.

36. Safelite admits that the majority of windshield replacements do not utilize OEM manufactured windshields. Safelite denies the remaining allegations in paragraph 36.
37. Safelite denies the allegations in paragraph 37.
38. Safelite denies the allegations in paragraph 38.
39. Safelite denies the allegations in paragraph 39.
40. Safelite denies the allegations in paragraph 40.
41. Safelite admits that, generally speaking, the cost to repair a windshield is less than the cost to replace a windshield. Safelite denies the remaining allegations in paragraph 41.
42. Safelite admits that a windshield replacement requires purchase of a replacement windshield and that, generally speaking, the cost to repair a windshield is less than the cost to replace a windshield. Safelite denies the remaining allegations in paragraph 42.
43. Safelite admits that Plaintiffs purport to bring this action under the Lanham Act. The terms and provisions of the Lanham Act speak for themselves, and any characterization of those terms and provisions at odds with those terms and provisions is denied. Safelite denies any remaining allegations in paragraph 43.
44. No response is required to the statements in paragraph 44. To the extent a response is required, the allegations are denied.
45. No response is required to the statements in paragraph 45. To the extent a response is required, the allegations are denied.
46. No response is required to the statements in paragraph 46. To the extent a response is required, the allegations are denied.
47. Safelite states that the allegations in paragraph 47 purport to selectively quote and/or reference an article cited in footnote 2, which speaks for itself. Safelite states that the complete language and/or content of the article can be ascertained from the article itself, and any characterization of it at odds with the statements therein is denied. Safelite also states that the allegations in paragraph 47 purport to selectively quote a non-Safelite website cited in footnote 3, which speaks for itself. Safelite states that the complete language and/or content of the website can be ascertained from the website itself, and any characterization of it at odds with the statements therein is denied. Safelite denies any remaining allegations in paragraph 47.
48. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 48, and as such denies those allegations.
49. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 49, and as such denies those allegations.

50. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 50, and as such denies those allegations.
51. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 51, and as such denies those allegations.
52. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 52, and as such denies those allegations.
53. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 53, and as such denies those allegations.
54. Safelite denies the allegations in paragraph 54.
55. Safelite denies the allegations in paragraph 55.
56. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 56, and as such denies those allegations.
57. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 56, and as such denies those allegations.
58. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 56, and as such denies those allegations.
59. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 56, and as such denies those allegations.
60. Safelite denies the allegations in paragraph 60.
61. Safelite admits that there are approximately 500 Safelite Fulfillment-owned shops. Safelite denies the remaining allegations in paragraph 61.
62. Safelite admits that non-Safelite shops who enter into Network Participation Agreements agree, among other things, to maintain adequate liability insurance, warranty their work, and provide certain indemnity obligations. Safelite denies the remaining allegations in paragraph 62.
63. Safelite denies the allegations in paragraph 63.
64. Safelite denies the allegations in paragraph 64.
65. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 65, and as such denies those allegations.
66. Safelite denies the allegations in paragraph 66.
67. Safelite denies the allegations in paragraph 67.

68. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 68, and as such denies those allegations.
69. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 69, and as such denies those allegations.
70. Safelite states that the allegations in paragraph 70 purport to reference and/or summarize certain patents, which speak for themselves. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 70, and as such denies those allegations.
71. Safelite states that the allegations in paragraph 71 purport to reference and/or summarize certain patents, which speak for themselves. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 71, and as such denies those allegations.
72. Safelite admits that windshield damage can occur from stones hitting the windshield and causing chips or cracks in the windshield. Safelite denies any remaining allegations in paragraph 72.
73. Safelite admits that if a stone hits the outer two inch perimeter edge of a windshield, it can result in a crack over six inches for various reasons. Safelite denies any remaining allegations in paragraph 73.
74. Safelite denies the allegations in paragraph 74.
75. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 75, and as such denies those allegations.
76. Safelite denies the allegations in paragraph 76.
77. Safelite states that the allegations in paragraph 77 purport to selectively quote and/or reference certain testimony of Paul Syfko, which speaks for itself. Safelite states that the complete language and/or content of the testimony can be ascertained from the testimony itself, and any characterization of it at odds with the statements therein is denied. Safelite denies any remaining allegations in paragraph 77.
78. Safelite admits that if a stone hits beyond the outer two inch perimeter edge of a windshield, it can result in a chip smaller than the size of a dime for various reasons. Safelite denies any remaining allegations in paragraph 78.
79. Safelite admits that if a stone hits beyond the outer two inch perimeter edge of a windshield, it can result in damage greater than the size of a quarter, and greater than six inches, for various reasons. Safelite denies any remaining allegations in paragraph 79.
80. Safelite denies the allegations in paragraph 80.

81. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 81, and as such denies those allegations.
82. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 82, and as such denies those allegations.
83. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 83, and as such denies those allegations.
84. Safelite admits that the allegations in paragraph 84 purport to reference the written terms and provisions of the ROLAGS, which speak for themselves. Safelite states that the complete language and/or content of the ROLAGS can be ascertained from the ROLAGS, and any characterization of the ROLAGS at odds with the terms therein is denied. Safelite denies any remaining allegations in paragraph 84.
85. Safelite admits that the allegations in paragraph 85 purport to reference the ROLAGS, the terms and provisions of which speak for themselves. Safelite states that the complete language and/or content of the ROLAGS can be ascertained from the ROLAGS, and any characterization of the ROLAGS at odds with the terms therein is denied. Safelite also admits that the ROLAGS were developed by a committee of various individuals from the industry. Safelite denies any remaining allegations in paragraph 85.
86. Safelite admits that the Standards Development Committee for ROLAGS included David Erwin and Paul Syfko at certain times. Safelite denies the remaining allegations in paragraph 86.
87. Safelite admits that the allegations in paragraph 87 purport to selectively quote and/or reference the ROLAGS, the terms and provisions of which speak for themselves. Safelite states that the complete language and/or content of the ROLAGS can be ascertained from the ROLAGS, and any characterization of the ROLAGS at odds with the terms therein is denied. Safelite denies any remaining allegations in paragraph 87.
88. Safelite admits that the allegations in paragraph 88 purport to selectively quote and/or reference the 2014 ROLAGS, the terms and provisions of which speak for themselves. Safelite states that the complete language and/or content of the 2014 ROLAGS can be ascertained from the 2014 ROLAGS, and any characterization of the 2014 ROLAGS at odds with the terms therein is denied. Safelite denies any remaining allegations in paragraph 87.
89. Safelite denies the allegations in paragraph 89.
90. Safelite admits that Defendant Safelite Group is a automobile glass and claims management service organization that is composed of Safelite Solution, LLC, Safelite Fufillment, Inc., Safelite Glass Corporation, and Service AutoGlass. Safelite denies the remaining allegations in paragraph 90.
91. Safelite admits that it provides third-party administrative services to insurers, that repair or replacement services are sometimes provided by network shops, that it manufacturers

windshields, that it sells windshields to VGGR shops, and that Safelite Fulfillment is the largest vehicle glass repair and replacement organization in the United States. Safelite denies any remaining allegations in paragraph 91.

92. Safelite denies the allegations in paragraph 92.
93. Safelite states that the allegations in paragraph 93 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
94. Safelite states that the allegations in paragraph 94 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
95. Safelite states that the allegations in paragraph 95 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
96. Safelite states that the allegations in paragraph 96 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
97. Safelite states that the allegations in paragraph 97 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
98. Safelite states that the allegations in paragraph 98 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
99. Safelite states that the allegations in paragraph 99 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
100. Safelite states that the allegations in paragraph 100 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
101. Safelite states that the allegations in paragraph 101 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
102. Safelite states that the allegations in paragraph 102 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
103. Safelite states that the allegations in paragraph 103 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
104. Safelite states that the allegations in paragraph 104 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
105. Safelite admits that the Standards Development Committee for ROLAGS included David Erwin at certain times and that David Erwin was a Safelite employee. Safelite denies the remaining allegations in paragraph 105.
106. Safelite states that Exhibit F referenced in paragraph 106 speaks for itself. Safelite further states that the complete language and/or content of Exhibit F can be ascertained

from document itself, and any characterization of Exhibit F at odds with the statements therein is denied. Safelite denies any remaining allegations in paragraph 106.

107. Safelite states that the allegations in paragraph 107 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
108. Safelite denies the allegations in paragraph 108.
109. Safelite denies the allegations in paragraph 109.
110. Safelite denies the allegations in paragraph 110.
111. Safelite admits that some windshields sold and installed at Safelite Fulfillment shops are manufactured by Safelite Glass and/or sold through Service AutoGlass. Safelite denies the remaining allegations in paragraph 111.
112. Safelite states that the allegations in paragraph 112 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
113. Safelite states that the allegations in paragraph 113 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
114. Safelite states that the allegations in paragraph 114 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
115. Safelite states that the allegations in paragraph 115 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
116. Safelite admits that Safelite Fulfillment serves more than four million customers each year. Safelite denies the remaining allegations contained in paragraph 116.
117. Safelite denies the allegations in paragraph 117.
118. Safelite admits that the allegations in paragraph 118 purport to selectively quote and/or reference Safelite's website, which speaks for itself. Safelite states that the complete language and/or content of its website can be ascertained from the website, and any characterization of the website at odds with the language and/or content thereon is denied. Safelite denies any remaining allegations in paragraph 118.
119. Safelite admits that the allegations in paragraph 119 purport to selectively quote and/or reference Safelite's website, which speaks for itself. Safelite states that the complete language and/or content of its website can be ascertained from the website, and any characterization of the website at odds with the language and/or content thereon is denied. Safelite denies any remaining allegations in paragraph 119.
120. Safelite admits that the allegations in paragraph 120 purport to selectively quote and/or reference Safelite's website, which speaks for itself. Safelite states that the complete language and/or content of its website can be ascertained from the website, and any

characterization of the website at odds with the language and/or content thereon is denied. Safelite denies any remaining allegations in paragraph 120.

121. Safelite admits that the allegations in paragraph 121 purport to selectively quote and/or reference a Safelite Training Reference Guide, which speaks for itself. Safelite states that the complete language and/or content of the guide can be ascertained from the guide, and any characterization of the guide at odds with the language and/or content therein is denied. Safelite denies any remaining allegations in paragraph 121.
122. Safelite admits that its website is viewable to retail and insurance customers. Safelite denies any remaining allegations in paragraph 122.
123. Safelite denies the allegations in paragraph 123.
124. Safelite states that the allegations in paragraph 124 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
125. Safelite states that the allegations in paragraph 125 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
126. Safelite states that the allegations in paragraph 126 were resolved by the Court's Opinion and Order (Doc. 36) and therefore no response is required.
127. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 127, and as such denies those allegations.
128. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 128, and as such denies those allegations.
129. Safelite denies the allegations in paragraph 129.
130. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 130, and as such denies those allegations.
131. Safelite denies the allegations in paragraph 131.
132. Safelite denies the allegations in paragraph 132.
133. Safelite denies the allegations in paragraph 133.
134. Safelite denies the allegations in paragraph 134.
135. Safelite denies the allegations in paragraph 135.
136. Safelite is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 136, and as such denies those allegations.
137. Safelite denies the allegations in paragraph 137.

138. Safelite denies the allegations in paragraph 138.
139. Safelite incorporates by reference all preceding paragraphs as though fully stated herein.
140. The allegations of paragraph 140 contain legal conclusions to which no response is required. To the extent that a response is required, Safelite states that the terms and provisions of the Lanham Act speak for themselves, and any characterization of those terms and provisions at odds with those terms and provisions is denied.
141. Safelite denies the allegations in paragraph 141 except as expressly admitted herein.
142. Safelite denies the allegations in paragraph 142.
143. Safelite denies the allegations in paragraph 143.
144. Safelite denies the allegations in paragraph 144.
145. Safelite denies the allegations in paragraph 145.
146. Safelite denies the allegations in paragraph 146.
147. Safelite denies the allegations in paragraph 147.
148. Safelite denies the allegations in paragraph 148.
149. The allegations of paragraph 149 contain legal conclusions to which no response is required. To the extent that a response is required, Safelite states that the terms and provisions of the Lanham Act speak for themselves, and any characterization of those terms and provisions at odds with those terms and provisions is denied.
150. Safelite denies the allegations in paragraph 150.
151. Safelite denies the allegations in paragraph 151.
152. Safelite denies the allegations in paragraph 152.
153. No response is required to the statements in paragraph 153. To the extent a response is required, the allegations are denied.
154. No response is required to the statements in paragraph 154. To the extent a response is required, the allegations are denied.
155. No response is required to the statements in paragraph 155. To the extent a response is required, the allegations are denied.

Answering the paragraph beginning “WHEREFORE,” Safelite denies that Plaintiffs are entitled to any relief, whether as alleged or otherwise, from any Defendant, in any amount or in any form.

Except to the extent specifically admitted herein, Safelite denies each and every allegation contained in the Complaint, including all allegations contained in headings or otherwise not contained in one of the Complaint’s 155 numbered paragraphs.

**AFFIRMATIVE DEFENSES**

156. Some or all of Plaintiffs’ claims fail to state a claim upon which relief can be granted.
157. Plaintiffs’ claims may be barred, in whole or in part, as a result of the absence of any harm or damages incurred by Plaintiffs.
158. Plaintiffs’ claims may be barred, in whole or in part, as a result of the applicable statute of limitations and/or doctrine of laches.
159. Plaintiffs’ claims may be barred, in whole or in part, based on a lack of standing.
160. Plaintiffs’ claims may be barred, in whole or in part, because Plaintiffs failed to mitigate their alleged damages.
161. Plaintiffs’ damages, if any, are speculative and thus unavailable as a matter of law.
162. Plaintiffs’ damages, if any, were proximately caused by factors other than Safelite’s alleged actions.
163. Plaintiffs’ claims are barred, in whole or in part, by Plaintiffs’ own conduct and/or Plaintiffs’ own failure to act in good faith.
164. Plaintiffs’ claims are barred, in whole or in part, by Plaintiffs’ unclean hands.
165. Plaintiffs’ claims are barred, in whole or in part, by Plaintiffs’ failure to plead their claims with particularity.
166. Safelite reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

Wherefore, Safelite respectfully requests that this Court dismiss the Complaint with prejudice and award Safelite its costs and attorneys’ fees and any other relief the Court deems proper.

**JURY DEMAND**

Safelite hereby demands a trial by jury on any issue so triable.

Dated: April 25, 2017

s/ Matthew A. Kairis

Matthew A. Kairis (Ohio Bar # 0055502)  
*Trial Counsel*

Kenneth M. Grose (Ohio Bar # 0084305)

David J. Boylan (Ohio Bar # 0088463)

E-mail: makairis@jonesday.com

kmgrose@jonesday.com

dboyland@jonesday.com

JONES DAY

325 John H. McConnell Blvd., Suite 600

Columbus, OH 43215-2673

Telephone: (614) 281-3605

Facsimile: (614) 461-4198

John E. Iole (Pennsylvania Bar #47768)

E-mail: jeiole@jonesday.com

JONES DAY

500 Grant Street, Suite 4500

Pittsburgh, PA 15219

Telephone: (412) 391-3939

Facsimile: (412) 394-7959

*(admitted pro hac vice)*

*Counsel for Defendants*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the Answer and Affirmative Defenses of Safelite Group, Inc., Safelite Solutions LLC, and Safelite Fulfillment, Inc., this 25th day of April, 2017, by filing the foregoing electronically with the Clerk of Court using the CM/ECF system, which will send notification of such filing to counsel for Plaintiffs.

s/ Matthew A. Kairis

One of the Attorneys for Defendants

NAI-1502628121v4