

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is entered into by the California Insurance Commissioner, Ricardo Lara, on behalf of the People of the State of California (“Commissioner”), by and through the California Department of Insurance (“CDI”; together with the Commissioner, the “CDI Parties”), Plaintiff-Relator Brian Williams (“Relator”), Relator’s counsel at Cotchett, Pitre & McCarthy, LLP (“Relator’s Attorneys”), and Defendants Safelite Group, Inc., Safelite Solutions LLC, and Safelite Fulfillment, Inc. (collectively, “Safelite” or the “Defendants”). The Commissioner, Relator, Relator’s Attorneys, and Safelite are hereinafter individually referred to as a “Party” and collectively referred to as the “Parties.”

### RECITALS

A. Relator Brian Williams is an individual residing in the State of Ohio, who is a former employee of Safelite Group, Inc. Relator is represented in this action by counsel from Cotchett, Pitre & McCarthy, LLP.

B. Defendants Safelite Group, Inc. and Safelite Fulfillment, Inc. are corporations organized and existing under the laws of the State of Delaware with a principal place of business in Columbus, Ohio. Defendant Safelite Solutions LLC is a limited liability company organized and existing under the laws of the State of Delaware with a principal place of business in Columbus, Ohio. Defendants’ business primarily consists of providing vehicle glass repair and replacement services, as well as insurance claims management services.

C. On January 5, 2023, Relator filed a *qui tam* action in the Superior Court of San Mateo County captioned *California, ex rel. Brian Williams v. Safelite Group, Inc., et al.*, Case No. 23-CIV-00025, alleging claims for violations of the Insurance Frauds Prevention Act (“IFPA”), California Insurance Code section 1871.7. Relator alleged violations of the IFPA relating to billing for windshield molding parts and vehicle cleaning services provided during COVID-19.

D. The CDI declined intervention, and the case was unsealed on or about August 23, 2023. Relator filed a First Amended Complaint on April 17, 2024, and a Second Amended Complaint on July 19, 2024. This action, including the original Complaint, First Amended Complaint, and Second Amended Complaint, is referred to below as the “Action.” Relator claims entitlement under California Insurance Code section 1871.7(g)(2) to a share of the proceeds of this Agreement and to Relator’s reasonable expenses, attorneys’ fees and costs.

E. The Parties hereto have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of continued litigation. Defendants expressly deny any and all allegations made and maintain that they have good and meritorious defenses to the claims of liability and damages. By entering into this Agreement, no Party admits to any liability or that they engaged in any unlawful, wrongful, or improper conduct. Nothing in this Agreement, nor any acts or omissions related to the Agreement or execution of the Agreement, including payment, is or shall be deemed to be an admission, concession, expression reflecting upon the merits of the dispute, or acknowledgment of liability, by any Party, and any and all such assertions of liability are expressly denied. Except in matters related to enforcement of the terms herein, this Agreement shall not be admissible into evidence in any proceeding.

## TERMS AND CONDITIONS

Now, therefore, in reliance on the representations contained herein and in consideration of the mutual promises, covenants, and obligations set forth in this Agreement, and for good and valuable consideration as stated herein, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Defendants shall pay a total sum of Nineteen Million Four Hundred Forty Thousand (\$19,440,000.00) U.S. Dollars (the "Settlement Amount") in full and final settlement and discharge of claims brought in the Action, and those which could have been brought in the Action. The payment shall be wired to the Cotchett, Pitre & McCarthy, LLP Client Trust Account no later than fourteen (14) days from the Effective Date of this Agreement and receipt of wire transfer information from Relator's Attorneys. Relator's Attorneys shall provide written instructions for payment, including all required account information for wire transfer, to counsel for Defendants following the Effective Date of the Agreement. Relator and the CDI Parties have agreed upon the allocation of the Settlement Amount, which is set forth in a separate Allocation Agreement. Relator's Attorneys shall issue payment to the CDI Parties for its allocated share of the Settlement Amount by wire transfer no later than fourteen (14) days from payment by Defendants of the Settlement Amount and receipt of wire transfer information from the CDI Parties.

2. Defendants shall pay to Relator a total sum of Two Million Eight Hundred Eighty Thousand (\$2,880,000.00) U.S. Dollars (the "Expense Amount") in consideration of attorneys' fees and expenses pursuant to California Insurance Code section 1871.7(g)(2)(A). The payment shall be wired to the Cotchett, Pitre & McCarthy, LLP Client Trust Account no later than fourteen (14) days from receipt of wire transfer information from Relator's Attorneys. Relator's Attorneys shall provide written instructions for payment, including all required account information for wire transfer, to counsel for Defendants following the Effective Date of the Agreement.

3. The Parties agree that the Settlement Amount and Expense Amount constitute full and final consideration for the promises, covenants, obligations, and releases set forth in this Agreement.

4. Defendants shall have no responsibility for the allocation, if any, of the Settlement Amount between the Commissioner and any other individual or entity, including the Relator or Relator's Attorneys. After paying the Settlement Amount and the Expense Amount, Defendants shall have no further (a) liability for payment of any further sum or amount of any kind or nature whatsoever, including, without limitation, attorneys' fees, including the Commissioner's and Relator's attorneys' fees, experts' fees, taxes, damages, legal costs in preparation and performance of this Agreement, or any other category of expenses pursuant to claims brought and which could have been brought under Section 1871.7 in the Action, or (b) duty or obligation arising from or relating to the Action.

5. "Defendants Released Parties" means Defendants and their past and present parents, affiliates, predecessors, successors, subsidiaries, and each of their respective past and present officers, directors, insurers, indemnitors, assigns, shareholders, trustees, fiduciaries, guarantors, joint ventures, employees, agents, attorneys, servants, managers, members, heirs, executors, administrators, representatives or general and limited partners, and the predecessors and successors,

of each of the foregoing, including any and all persons acting through, for, or in concert with any Defendants.

6. “Released Claims” shall include any and all manner of actions, causes of action, suits, arbitrations, claims, cross-claims, counter-claims, charges, judgments, setoffs, liens, interests, debts, contracts, obligations, liabilities (including joint and several), damages, losses, statutory attorneys’ fees, costs and expenses of any nature whatsoever, whether or not such claims are presently known or unknown, arising in any way out of or connected in any way with the facts, claims and circumstances alleged in, arising under, or arising from the allegations in the Action, including, without limitation, any monetary or equitable claim or remedy under the IFPA arising from the allegations in the Action, whether known or unknown, fixed or contingent, in law or in equity, or in contract or tort, including but not limited to any and all penalties, fines, assessments, trebling, disgorgements, overcharges, costs, fees, expenses, or general or specific damages or equitable relief, whenever incurred, of any kind or nature.

7. Upon receipt of full payment of the Settlement Amount and Expense Amount, and the filing of a Stipulation of Dismissal with prejudice in the Action, the CDI Parties will finally and forever release, acquit, discharge from, and covenant not to sue the Defendants Released Parties for the Released Claims that the CDI Parties have authority to release. The CDI Parties will agree to dismiss the Action with prejudice and without costs to any Party, except as set forth in Paragraphs 1 and 2. This release does not apply to claims arising out of breach or performance of this Agreement. Notwithstanding any of the foregoing and for the avoidance of any doubt, nothing herein shall preclude the CDI Parties from bringing any future action, including one under the IFPA, related to Defendants’ unreleased conduct and the CDI Parties expressly reserve the right to do so, subject to the releases provided for herein and the dismissal of the Action contemplated by this Agreement.

8. Upon receipt of full payment of the Settlement Amount and Expense Amount, execution of the Relator-Defendants Supplemental Agreement, and the filing of a Stipulation of Dismissal with prejudice in the Action, Relator on behalf of himself and his heirs, successors, attorneys (current and former), agents, and assigns, and the predecessors and successors of each of the foregoing (the “Relator Parties”) will finally and forever release, acquit, discharge from, and covenant not to sue the Defendants Released Parties for the Released Claims. The Relator Parties will agree to dismiss the Action with prejudice and without costs to any Party, except as set forth in Paragraphs 1 and 2. This release does not apply to claims arising out of breach or performance of this Agreement.

9. The Defendants Released Parties fully and finally release the CDI Parties from any claims (including attorneys’ fees, costs, and expenses of every kind and however denominated) arising out of or related to the Action, and the CDI Parties’ investigation and prosecution thereof. This release does not apply to claims arising out of breach or performance of this Agreement.

10. The Defendants Released Parties fully and finally release the Relator Parties from any claims (including attorneys’ fees, costs, and expenses of every kind and however denominated) arising out of or related to the Action, and the Relator Parties’ investigation and prosecution thereof. This release does not apply to claims arising out of breach or performance of this Agreement.

11. Each of the Parties has conducted their own due diligence regarding the respective Released Claims and all matters relating to the respective Released Claims. This Agreement is expressly intended to release known and unknown claims arising out of and relating to the Released Claims, and to the extent it applies, the Parties expressly waive application of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties also hereby expressly, knowingly, and voluntarily waive and relinquish all provisions, protections, rights, and benefits they may have under any statutes, precedent, or principles of equity or law in any jurisdiction that are comparable to the provisions, protections, rights, and benefits afforded by Section 1542 of the California Civil Code.

12. Defendants shall have no liability for a breach, implied or actual, of this Agreement by the CDI Parties, Relator, or Relator's Attorneys, and/or their counsel, with respect to duties they may owe each other under this Agreement. In the event of a breach of this Agreement by the CDI Parties, Relator, Relator's Attorneys, or their counsel of duties owed to each other under this Agreement, such breach will not affect the duties owed to Defendants by the CDI Parties, Relator, or Relator's Attorneys under this Agreement.

13. Upon receipt of Defendants' payment of the Settlement Amount provided in Paragraph 1 of this Agreement and the Expense Amount provided in Paragraph 2 of this Agreement, the Parties will draft, execute and present a Stipulation of Dismissal with prejudice in the Action. The Parties shall cooperate in good faith to take any other action required by the Superior Court of San Mateo County (the "Court") to effectuate the dismissal with prejudice of the Action.

14. Relator and Relator's Attorneys warrant and represent that they have satisfied and paid, or will satisfy and pay, all attorney's, judgment, medical, mechanics, and contractor liens, and all other liens relating to or arising from the Action, and have obtained or will obtain releases of any liens, whether or not such liens are presently known or unknown. Relator and Relator's Attorneys agree to indemnify and hold harmless Defendants from any and all damages, costs (including court costs), and fees (including attorneys' and legal fees) that Defendants reasonably incur or suffer in connection with or as a result of Relator's or Relator's Attorneys failure to obtain any release of lien relating to or arising from the Action, including but not limited to: (a) liens or rights of reimbursement asserted against the Settlement Amount or Expense Amount by any attorney, insurer, government agency, or other entity or person asserting a lien relating to or arising from the Action, and (b) claims seeking compensation for payments due or claimed to be due under any contract or state or federal law or regulation.

15. Pursuant to Paragraph 15 of the Stipulated Protective Order signed by the Court on January 10, 2024, all provisions of the Stipulated Protective Order restricting the communication or use of Confidential or Highly Confidential Information continue to be binding. If Relator is in possession of Confidential or Highly Confidential Information, Relator shall either (a) return such

documents no later than thirty (30) days after the dismissal of the Action, or (b) destroy such documents, and certify in writing to Defendants' counsel within thirty (30) days of the dismissal of the Action that the documents have been destroyed.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any choice-of-law principles of the State of California. The Parties consent to specific jurisdiction and venue in the San Mateo County Superior Court solely for the specific purpose of any suit, action or proceeding to interpret or enforce the terms of this Agreement, and such consent to specific jurisdiction and venue shall not be deemed a waiver of any jurisdictional defense previously or that may be asserted in this Action.

17. All notices, demands, requests, or communications required or permitted in this Agreement shall be in writing and shall be delivered by electronic mail and by overnight delivery service addressed to the appropriate addresses set forth below:

To Defendants:

JONES DAY  
Attn. Matthew A. Kairis  
2727 N. Harwood Street, Suite 600  
Dallas, Texas 75201  
Email: makairis@jonesday.com

Safelite Group, Inc., Safelite Solutions LLC, and Safelite Fulfillment, Inc.  
Attn. Cindy Elliott  
7400 Safelite Way  
Columbus, Ohio 43235  
Email: Cindy.Elliott@safelite.com

To Relator:

Brian Williams  
Attn. Mark C. Molumphy  
840 Malcolm Road Suite 200  
Burlingame, California 94010  
Email: mmolumphy@cpmlegal.com

To Relator's Attorneys:

COTCHETT, PITRE & MCCARTHY  
Attn. Mark C. Molumphy  
840 Malcolm Road Suite 200  
Burlingame, California 94010  
Email: mmolumphy@cpmlegal.com

To the CDI Parties:

California Insurance Commissioner  
Attn. Cherie J. Edson  
1901 Harrison Street, 6th Floor  
Oakland, California 94612  
Email: Cherie.Edson@insurance.ca.gov

18. The Parties agree that this Agreement and its wording are the result of mutual arm's length negotiations, and no particular Party shall be deemed to be the author of this Agreement or any particular term, provision or condition of this Agreement. The Parties further agree that any ambiguities in this Agreement shall be construed and interpreted without regard to which Party may have suggested, drafted, revised, or otherwise authorized this Agreement or any of its particular terms, provisions, or conditions. This Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not be construed against any Party for that reason in any subsequent dispute.

19. This Agreement between the Parties, and the separately executed Relator-Defendants Supplemental Agreement and Relator-CDI Parties Allocation Agreement, together contain the entire agreement between the Parties, and supersede all prior negotiations, proposals and discussions. This Agreement shall not be orally modified. This Agreement may only be modified in a written document that specifically references this Agreement and that is signed by all the undersigned Parties to this Agreement.

20. Each Party to this Agreement represents and warrants that such Party has the full right and authority to execute this Agreement. The signatories for the Parties hereto represent and warrant that they have been granted specific authority by their respective principals to execute the Agreement on behalf of the Party. The signatory of each Party to this Agreement has the full right and authority to commit and bind each respective Party to the fullest extent of the law. The undersigned State of California signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement on behalf of the State of California through their respective agencies and department.

21. The Parties acknowledge that they have obtained the advice of legal counsel before signing this Agreement. The Parties acknowledge that they are legally competent to freely and voluntarily enter into this Agreement and that they made the decision to execute this Agreement freely and without any duress, coercion, or undue influence by a person, party, or individual. The Parties acknowledge that, in entering into this Agreement, each of them has been fully advised by their own counsel of the meaning and effect of this Agreement, and expressly warrant that they have not relied on any statements, promises, interpretations, facts, or opinions provided by any other Party or their counsel.

22. This Agreement shall be binding on all successors, transferees, heirs, and assigns of the Parties.

23. In the event any portion of this Agreement is declared void by a court, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to substantially alter the Agreement or obligations of the Parties, in which case the Agreement may be immediately terminated.

24. The Effective Date of this Agreement shall be the date of signature of the last signatory to this Agreement. This Agreement may be executed and delivered in counterparts and copies (including facsimile and electronically transmitted Portable Document Format (.pdf) files) each of which shall constitute an original, and all of which shall constitute one and the same Agreement. This Agreement may be signed and agreed via Adobe Sign, DocuSign, or similar online format.

[Signature Page(s) Follow]

**THE CALIFORNIA DEPARTMENT OF INSURANCE**



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Heather B. Hoesterey  
1901 Harrison Street, 6th Floor  
Oakland, CA 94612  
Telephone: (415) 538-4176  
Email: Heather.Hoesterey@insurance.ca.gov

Deputy General Counsel, California Department of Insurance, for Ricardo Lara in his Capacity  
as Insurance Commissioner for the State of California

Dated: December 20, 2024



**RELATOR**

Signed by:

*Brian Williams*

0457274244E142D...

Brian Williams  
RELATOR

Dated: 1/22/2025



RELATOR'S ATTORNEYS

Mark C. Molumphy  
Tyson Redenbarger  
Gia Jung  
COTCHETT, PITRE & MCCARTHY  
840 Malcolm Road, Suite 200  
Burlingame, CA 94010  
Telephone: (650) 697-6000  
Facsimile: (650) 697-0577  
Email: mmolumphy@cpmlegal.com

Counsel for Relator Brian Williams

Dated: 1/21/2025

**SAFELITE DEFENDANTS**

*Renee U Cacchillo*

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Renee Cacchillo  
7400 Safelite Way  
Columbus, OH 43235  
Telephone: (614) 210-9000  
Email: Renee.Cacchillo@safelite.com

President & CEO of Defendants Safelite Group, Inc., Safelite Solutions LLC, and Safelite Fulfillment, Inc.

Dated: 1/24/25

**SAFELITE DEFENDANTS' ATTORNEYS**

Signed by:

*Matt Kairis*

1F489E8397BD463...

Matthew A. Kairis

JONES DAY

2727 N. Harwood Street, Suite 600

Dallas, Texas 75201

Telephone: (214) 969-3605

Email: makairis@jonesday.com

Counsel for Defendants Safelite Group, Inc., Safelite Solutions LLC, and Safelite Fulfillment, Inc.

Dated: 1/22/2025 | 10:30 AM EST