

IN THE SUPREME COURT OF FLORIDA

GOVERNMENT EMPLOYEES
INSURANCE COMPANY, ET AL.,

Appellants,

Case No. SC23-1540

v.

GLASSCO, INC., ET AL.,

Appellees.

**ON CERTIFIED QUESTION FROM THE UNITED STATES COURT OF
APPEALS FOR THE ELEVENTH CIRCUIT
CASE No. 23-11056**

APPENDIX TO APPELLEES' ANSWER BRIEF

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1 UNITED STATES 11TH CIRCUIT COURT OF APPEALS

2
3 CASE NUMBER: 23-11056

4
5
6 GOVERNMENT EMPLOYEES INSURANCE

7 COMPANY, et al.,

8 vs.

9 GLASSCO, INC., et al.,

10
11
12
13
14 HEARING BEFORE THE PANEL

PROCEEDINGS

1
2 THE COURT: All right. Take your time
3 getting set up. Case Number 3 is Number
4 23-11056. GEICO versus Glassco, Incorporated,
5 et al.

6 Mr. Gershenoff.

7 MR. GERSHENOFF: Thank you, Your Honor,
8 and may it please the court. This court has
9 repeatedly held that the decisions of the
10 Florida District Courts of Appeal govern this
11 court's application of Florida state law in the
12 absence of any persuasive indication that the
13 Florida Supreme Court would rule differently
14 than the District Court of Appeals.

15 Here, since at least the 1980s, every
16 Florida District Court of Appeals to have
17 considered the issue has held that a motor
18 vehicle repair shop that operates in violation
19 of material provisions of the Florida Motor
20 Vehicle Repair Act is not entitled to collect
21 on its charges, even in quantum meruit. Even
22 if it seems like that outcome is unfair from
23 anybody, whether a customer or a noncustomer.

24 JUDGE ROSENBERG: Can I ask you a
25 question? You know, this question about

1 whether the Repair Act, I guess, applies in
2 this scenario when -- well, I guess whether the
3 insurance company can be viewed as the
4 customer, it's going to affect a lot in
5 Florida. And it is clearly, purely a question
6 of Florida law. What do you think about
7 certifying the question?

8 MR. GERSHENOFF: I think that there is no
9 need to certify the question, Your Honor, in
10 this case, because the Florida District Courts
11 of Appeal decisions since the 1980s are so
12 consistent on this issue. It has found -- the
13 District Courts of Appeal has found over, and
14 over and over again, that, look, the Repair Act
15 is a remedial statute. It's designed to
16 protect the public from unscrupulous repair
17 shops, from repair shops that do a job and then
18 present a bill without ever giving an estimate
19 from collecting on those sorts of fait accompli
20 charges. And because of the consistency --

21 JUDGE ROSENBERG: But it seems like the
22 case law you're talking about is, for one
23 reason or another, distinguishable from the
24 exact situation that we have here, and I -- you
25 know, maybe you can -- maybe you have a case

1 that you think is directly and exactly on
2 point, in which case please tell me.

3 MR. GERSHENOFF: Sure. I would
4 respectfully submit, Your Honor, that the 1616
5 Sunrise Motors case is actually directly on
6 point. There you had a situation that is
7 highly analogous to the situation in the
8 present case. You had a customer who brought
9 in a car to a repair shop and didn't pay for
10 the repair. The repair shop then, you know,
11 asserted a lien on the vehicle. Okay? And the
12 actual owner of the vehicle, the car leasing
13 company that had leased the car to the
14 customer, posted a bond to take possession of
15 the vehicle, and the repair shop basically sued
16 to recover on the bond. However, the repair
17 shop had violated the Repair Act. It had not
18 given -- it had not obtained the requisite
19 authorization.

20 JUDGE ROSENBERG: But there's a difference
21 there, right? I mean, in that case, the
22 leasing company owned the vehicle. GEICO
23 doesn't own the vehicles here. It doesn't own
24 the windshields here. I mean, it just doesn't
25 seem exactly on point to me. It seems a little

1 bit different. We're talking about a specific
2 word, customer. You know, it just, it seems a
3 little bit off, and it's --

4 Let me ask it to you this way: What is
5 the downside that you see of certifying here?
6 I mean, there's nothing that's exactly on all
7 fours with this case, is there, in Florida law?

8 MR. GERSHENOFF: I wouldn't call it a
9 downside that I would see in certifying this
10 case to the Florida Supreme Court. I wouldn't
11 call it a downside, Your Honor. What I would
12 say instead is that in the 1616 Sunrise Motors
13 case the repair shop contended that it could
14 collect from the noncustomer owner of the
15 vehicle, even though its violations, which were
16 admitted of the Repair Act, would have
17 precluded recovery from the customer itself.

18 JUDGE ROSENBERG: But even so, the
19 customer -- the customer, I guess, is sort of
20 an agent. It's almost like an agent, right, of
21 the leasing company. But under no situation
22 can I imagine that the person who owns the car
23 in the case we're talking about, the scenario
24 we're talking about, is the agent of GEICO.
25 So, that is just, it seems different to me.

1 Why is -- why doesn't that make a difference?

2 MR. GERSHENOFF: Because the customer is
3 defined by the statute, not as an agent of
4 anybody. It's defined as the person who signs
5 the written repair estimate.

6 JUDGE ROSENBERG: That's true, but in --
7 that is absolutely true, but even so, I mean,
8 principles of agency law can apply under
9 statutes even with defined terms.

10 MR. GERSHENOFF: Yes, Your Honor, but here
11 I think that it's not really a consideration
12 that would have an effect on the outcome of
13 this case.

14 JUDGE ROSENBERG: Why not?

15 MR. GERSHENOFF: Because here, you know,
16 the fundamental issue is whether or not a
17 repair shop that operates in pervasive
18 violation of numerous material provisions of
19 the Repair Act can collect on its charges at
20 all, whether from a customer, a noncustomer, or
21 anybody else. And the answer to that question,
22 over and over again, consistently from the
23 Florida District Courts of Appeals, has been
24 unequivocally no.

25 FEMALE JUDGE: And your best case is

1 Sunrise?

2 MR. GERSHENOFF: It's -- that would -- I
3 would say that is, yes.

4 FEMALE JUDGE: Now, Sunrise was before the
5 amendment to the Repair Act that added the
6 Remedies Provision, right?

7 MR. GERSHENOFF: Before the amendment to
8 the Repair Act --

9 FEMALE JUDGE: That added the Remedies
10 Provision we have here.

11 MR. GERSHENOFF: Which Remedies Provision?

12 FEMALE JUDGE: The one about the customer.

13 MR. GERSHENOFF: No, at the time Sunrise
14 had -- the time when the Sunrise case was
15 decided, Your Honor, the term customer was
16 defined differently in the Repair Act. But
17 fundamentally in Sunrise --

18 FEMALE JUDGE: I understand, so it was
19 before the current statute that we're looking
20 at, that provision in the statute.

21 MR. GERSHENOFF: It was before the current
22 definition of customer --

23 FEMALE JUDGE: Okay. All right. In
24 addition, Sunrise dealt with a lien, purely
25 with the lien, and whether the lien holder

1 could go and take back the car.

2 MR. GERSHENOFF: No, Your Honor. Sunrise
3 dealt with the question of whether or not the
4 repair shop -- what had happened in Sunrise,
5 Your Honor, was that the repair shop
6 asserted --

7 FEMALE JUDGE: Well, all they said, the
8 repair shop couldn't enforce the lien for
9 repairs by refusing to return the vehicle to
10 the customer. That's all it held.

11 MR. GERSHENOFF: Well, actually, Your
12 Honor, it also pointed out in footnote one --

13 FEMALE JUDGE: No, I'm talking about what
14 it held. Not in the footnote. I'm talking
15 about what the case held.

16 MR. GERSHENOFF: Yes.

17 FEMALE JUDGE: Because I think you very
18 much overstate. It's very concerning to me,
19 both Sunrise and Raymar in your briefs, just
20 for my personal view about how you try to use
21 those cases. And you've just done it here
22 today saying it's very analogous. It deals
23 with a different lien stature. It deals with a
24 different customer statute. It's wholly
25 unhelpful here.

1 So let me also go to what I'm very
2 concerned about. Your clients been sued in
3 state court by all these Glassco vendors,
4 right?

5 MR. GERSHENOFF: By Glassco, Your Honor.

6 FEMALE JUDGE: Yes, by the vendors.

7 MR. GERSHENOFF: Correct.

8 FEMALE JUDGE: And saying we want to be
9 paid in full, correct?

10 MR. GERSHENOFF: Correct.

11 FEMALE JUDGE: And eleven cases have
12 already rendered verdict against your client
13 saying they're entitled to be paid in full
14 under Florida law, correct?

15 MR. GERSHENOFF: I don't know if that's
16 exactly what they've said, but, yes, they have
17 certainly been able to collect in some of the
18 county court individual collections cases, yes.

19 FEMALE JUDGE: Well, there's small claims
20 cases, and one of them went up to the trial
21 circuit court, correct?

22 MR. GERSHENOFF: I believe so.

23 FEMALE JUDGE: And there's a written
24 opinion saying GEICO is required to pay these
25 vendors in full, not this discounted price, but

1 the full amount of the invoice in the
2 transaction.

3 Isn't that correct with the Florida --
4 maybe a trial court has held?

5 MR. GERSHENOFF: Mm-hmm.

6 FEMALE JUDGE: Looking at Florida law,
7 that's what they've held?

8 MR. GERSHENOFF: I do believe that may be
9 the case, Your Honor --

10 FEMALE JUDGE: Okay. Okay. All right.
11 All right. So we've got 1,700 of those cases
12 in state court, right? Against your client by
13 glass vendors.

14 MR. GERSHENOFF: There's a lot of them,
15 Your Honor.

16 FEMALE JUDGE: Okay. See, this is what
17 you admit that in your brief, so I don't --
18 anyway, 53 of them have been settled and 11
19 have gone to final judgment. Is that wrong?

20 MR. GERSHENOFF: I think it may be close
21 to that, Your Honor.

22 FEMALE JUDGE: Okay.

23 MR. GERSHENOFF: I don't have the exact
24 number.

25 FEMALE JUDGE: And so we've got Florida

1 courts upholding these contracts here. Okay?
2 Upholding and requiring GEICO to pay the full
3 amount of the invoice on these same type of --
4 no estimate, no --

5 MR. GERSHENOFF: I think --

6 FEMALE JUDGE: Same technical violations.

7 MR. GERSHENOFF: Respectfully, I don't
8 think those issues were presented in the
9 context of this --

10 FEMALE JUDGE: I agree with that, but they
11 would have been affirmative defenses, just like
12 they're -- you're trying to assert an offensive
13 claim here. Why would this claim not have been
14 affirmative defenses to the suits on those
15 contracts? I.e., you can't collect on this
16 invoice because you violated the Repair Act.
17 That was a -- I know it wasn't asserted. I'll
18 accept that. I can't really tell from the
19 state court dockets, but that's not discussed
20 in the opinions, but it would have been an
21 affirmative defense under the Repair Act,
22 wouldn't it?

23 MR. GERSHENOFF: It could have been an
24 affirmative defense, Your Honor.

25 FEMALE JUDGE: Yeah. Right. That it's

1 not enforceable contracts.

2 MR. GERSHENOFF: But we're not trying,
3 Your Honor, to overturn any of those individual
4 county court decisions.

5 FEMALE JUDGE: No, that's -- I don't think
6 that's the issue I'm trying to get to here.
7 I'm trying to get to, now you're coming to
8 federal court and you're saying the Repair Act
9 here, because they didn't have an estimate.

10 MR. GERSHENOFF: Mm-hmm.

11 THE COURT: Okay. And whatever else you
12 say was violated, they cannot recover, right?

13 MR. GERSHENOFF: Correct, Your Honor.

14 FEMALE JUDGE: And those same issues were
15 affirmative defenses that could have been
16 raised in each one of those other cases,
17 because they all were handled the same way,
18 correct?

19 MR. GERSHENOFF: They might have been
20 raised, but I don't believe that they were,
21 Your Honor.

22 FEMALE JUDGE: That's not what I asked. I
23 said they could have been raised there.

24 MR. GERSHENOFF: Yes, Your Honor.

25 FEMALE JUDGE: Okay. So tell us how --

1 what are the horrible technical violations?
2 Let's go through the technical violations of
3 the repair. I know there's no written
4 estimate. That's the main one.

5 MR. GERSHENOFF: Well, there was no
6 opportunity for the customer to waive into the
7 written estimate provision. They were never
8 given the requisite disclosure in the form
9 required by the statute.

10 FEMALE JUDGE: Okay. There are
11 assignments that all of the customers assign,
12 correct?

13 MR. GERSHENOFF: Correct.

14 FEMALE JUDGE: And all of those
15 assignments that each customer signed, I know
16 they don't deal with the estimate, but they all
17 say that the customer hereby agrees to allow
18 the glass vendor to sublet to somebody. They
19 say that, right? They all signed them.

20 MR. GERSHENOFF: I don't think that that
21 is -- no.

22 FEMALE JUDGE: That's not my question,
23 whether you think that's good enough.

24 MR. GERSHENOFF: Sure.

25 FEMALE JUDGE: They said you can sublet.

1 MR. GERSHENOFF: I don't think all of them
2 said that, Your Honor. I think some of them
3 said that.

4 FEMALE JUDGE: Well, they're a form, a
5 document.

6 MR. GERSHENOFF: I think that they changed
7 the form, Your honor.

8 FEMALE JUDGE: Okay.

9 MR. GERSHENOFF: At some point in their
10 course of business. But I do not think that
11 they disclosed to the GEICO insureds, who were
12 the customers in this instance, that they
13 intended to subcontract all of the work to
14 independent contractors, and I don't believe
15 that they --

16 FEMALE JUDGE: Well, it says we agree you
17 can sublet the work to an another party.

18 MR. GERSHENOFF: I don't think that's
19 exactly what it says. I think it says sublet
20 work, Your Honor, and I don't think that that's
21 clear at all as to whether or not Glassco
22 intended --

23 FEMALE JUDGE: Okay. You've answered my
24 questions. Thank you.

25 THE COURT: Okay. One more question.

1 MR. GERSHENOFF: Yes, Judge.

2 THE COURT: You keep relying on these
3 older District Court of Appeal decisions from
4 Florida, which you say stand for the
5 proposition that a repairer in Glassco's
6 position can't recover, even in quantum meruit,
7 if they violate the Repair Act, right?

8 MR. GERSHENOFF: Correct. From anybody,
9 Your Honor.

10 THE COURT: Okay. But don't those
11 decisions put the cart before the horse? Isn't
12 the question whether or not -- for the Repair
13 Act claims, not the other claims. For the
14 Repair Act claims, whether or not GEICO is a
15 customer?

16 MR. GERSHENOFF: For the Repair Act claim,
17 that's correct, Your Honor.

18 THE COURT: And how do you get around the
19 plain language of the statute and its
20 definition of customer?

21 MR. GERSHENOFF: Well, at bottom, Your
22 Honor, Glassco shouldn't be permitted to use
23 its own violation --

24 THE COURT: That's not the point. The
25 point is whether you can affirmatively sue.

1 It's one thing to rely on those cases when
2 you -- I think that's the point Judge Hull was
3 trying to make with you. It's one thing to
4 rely on those cases when you get sued by a
5 repairer for not paying what they think they
6 should be paid. And your -- one of your
7 affirmative defenses is, or one of your
8 defenses, maybe it's not affirmative, is they
9 can't recover from us even in quantum meruit
10 because they violated the act in these many
11 ways, see these three or four district court
12 opinions.

13 That's a very different thing than
14 allowing you to sue affirmatively under a
15 statute where you're not a customer.

16 MR. GERSHENOFF: Even if, for argument's
17 sake, and I would disagree that our Repair Act
18 claim, our direct cause of action under the
19 Repair Act was properly dismissed, but even if
20 it were --

21 THE COURT: No, but tell me why. That's
22 what I'm concerned about.

23 MR. GERSHENOFF: Oh, because the Repair
24 Act --

25 THE COURT: Why are you a -- why are you a

1 customer?

2 MR. GERSHENOFF: I would say that courts
3 in Florida have held that the Repair Act is a
4 remedial statute.

5 THE COURT: That doesn't help me at all.

6 MR. GERSHENOFF: Okay.

7 THE COURT: You're talking about the end
8 product, and the question is whether you as a
9 plaintiff can go into court and have a cause of
10 action, affirmative cause of action, under the
11 statute.

12 MR. GERSHENOFF: Even if perhaps GEICO's
13 Repair Act claim was properly dismissed, the
14 court shouldn't have granted summary judgment
15 on our declaratory --

16 THE COURT: I wasn't asking about the
17 other claims. My question was only directed at
18 the Repair Act claims, because I don't think
19 those cases -- even if they stand for the
20 proposition that you say, they don't help you
21 as to whether you're a consumer. They just
22 help you on the merits end if you can get into
23 court.

24 MR. GERSHENOFF: And they also help us on
25 the declaratory judgment claim, though, Your

1 Honor?

2 THE COURT: That's not my question. My
3 question was only about the Repair Act claim
4 and whether you can bring an affirmative claim.

5 All right. Thank you very much. You've
6 saved your time for rebuttal.

7 MR. GERSHENOFF: Thank you.

8 THE COURT: Mr. Levine.

9 MR. LEVINE: Good morning, Your Honors.

10 THE COURT: Good morning.

11 MR. LEVINE: May it please the Court, I'm
12 Howard Levine. I represent Glassco, Inc. as
13 well as the individual appellees.

14 The panel has stolen some of my thunder,
15 and I wasn't really intending to discuss the
16 issue of the state court claims that Glassco
17 and other independent vendors who are not part
18 of GEICO's preferred network have brought
19 against GEICO. But I think it is important to
20 understand the forest through the trees here.
21 This entire lawsuit is really predicated on a
22 legal fiction that insurance claims brought by
23 a repair shop, which violate the technical
24 provisions of the Motor Vehicle Act are
25 non-compensable. Unlike other Florida

1 statutes, such as the No Fault Statute, The
2 Health Care Act, which do contain voiding
3 provisions as a matter of plain statutory
4 construction, there is no equivalent voiding
5 provision for noncompliant conduct through the
6 Motor Vehicle Act.

7 Additionally, as a matter of plain
8 statutory construction, the final judgment
9 really can't be disturbed for the simple reason
10 that GEICO is not a customer. Sunrise --
11 Sunrise does not help GEICO. Let's talk about
12 Sunrise and why it's in opposite, both
13 factually and legally.

14 First, as I said, the Repair Act doesn't
15 create a private cause of action for an
16 insurer. It has three classes of remedies. A
17 private cause of action for a customer,
18 specifically as it's defined by the Act, and
19 GEICO admits that it's not a customer within
20 the statutory meaning. Second, there are
21 administrative remedies which are inapplicable
22 to this appeal. And, third, the lien procedure
23 through which Sunrise Motors and most of the
24 cases that GEICO cites are flowing through,
25 under the lien provision an interested party,

1 and that's changed whether it must be the
2 actual customer or a lien holder because of the
3 change in the statutory wording, but under the
4 lien procedure the point is only whether an
5 interested party can post a bond to recover a
6 vehicle when the repair shop attempts to assert
7 a possessory lien and it's holding the car
8 improperly.

9 That hasn't happened here. GEICO hasn't
10 posted a bond. Glassco hasn't asserted a
11 possessory lien. And the most important thing,
12 from a factual standpoint, is that in every
13 case in which a repair shop has not been
14 allowed to collect on its charges, there have
15 been violations that have directly struck at
16 the whole remedial purpose of the act, which is
17 that the customer didn't give authority to
18 repair the vehicle.

19 THE COURT: Can I ask you a question? I'm
20 going to forget to ask you if I don't do it
21 now. Tell me about -- one of the claims, one
22 of their common law claims that I could sort of
23 wrap my head around was the unjust enrichment
24 claim. The claim being, allegedly, your
25 clients never gave the actual customer, the

1 owner of the vehicle, an invoice. They never
2 told them about the subcontractor, et cetera,
3 et cetera. At the end of the day, we, GEICO,
4 had to pay an inflated price for the repair,
5 that's not the way it should have been, so
6 forth and so on.

7 Why were you entitled to summary judgment
8 on that claim?

9 MR. LEVINE: First, just to clarify, any
10 allegation relating to overcharges has been
11 extirpated from the second amended complaint.
12 We're only talking strictly about technical
13 violations of the Repair Act, which as Judge
14 Hull alluded to, consists of, one, the failure
15 to provide the written estimate. It's been
16 decided, I think it was by Judge Barber in this
17 State Home versus At Home Auto Glass case, that
18 as a matter of law, that obligation does not
19 pertain. So that's not even colorably under
20 the statute.

21 THE COURT: And help me understand, and
22 I'll ask Mr. Gershenoff the same question.
23 What were the parameters of the unjust
24 enrichment claim in the second amended
25 complaint then? Like, if the overcharging, as

1 you put it, is out, what is the unjust
2 enrichment based on?

3 MR. LEVINE: I'm answering this question
4 essentially on behalf of Mr. Gershenoff.

5 THE COURT: No. No, you give me your
6 understanding. You can give me your
7 understanding.

8 MR. LEVINE: Well, my understanding is
9 very simple. Every cause of action flows
10 through this fallacious legal fiction that
11 claims are non compensable if there's any
12 violation of the Repair Act. Now regarding the
13 unjust enrichment questions --

14 THE COURT: So they're -- you think that
15 the unjust enrichment claims has ultimately
16 pled, or that because there were, in your view,
17 technical -- may have been technical violations
18 of the act, they weren't entitled to any
19 compensation at all, and as a result, they were
20 unjustly enriched at your detriment, at GEICO's
21 detriment.

22 MR. LEVINE: Yes, Your Honor, if one
23 goes --

24 FEMALE JUDGE: To put a finer point on it,
25 with the second amended complaint, when you

1 look at the strike outs, they throughout are
2 saying that because of the Repair Act
3 violations you should have had no payment at
4 all.

5 MR. LEVINE: That's exactly correct, Your
6 Honor.

7 FEMALE JUDGE: That is what's left in the
8 case. And that you -- that you -- I'm not sure
9 they took out all the fraud. I haven't gotten
10 into this, but they did take out traditional
11 fraud counts. Well, they didn't take out any
12 counts. I was very surprised to see they still
13 have all eight counts there. And so what they
14 did -- and a lot of this is it's very, in my
15 view, trying to skirt around this and that, and
16 I even think they skirted around a little bit
17 the last opinion we did. They still say, they
18 say, oh, they take out this fraud business, but
19 if you read it carefully, they say, And because
20 you are entitled to no payment at all, then you
21 have misrepresented, okay, that you were
22 entitled to payment, and so, therefore, we have
23 a RICO violation. Because of the technical
24 violations, no payment, and then as the RICO
25 predicate, you have misrepresented to the

1 customer -- to whoever that you were entitled
2 to payment. Is that a fair statement?

3 MR. LEVINE: You're correct, Your Honor.

4 FEMALE JUDGE: Because I can't figure out
5 what the second RICO --

6 MR. LEVINE: That policy gets plugged into
7 each and every cause of action.

8 FEMALE JUDGE: Oh, absolutely. They
9 didn't change one cause of action. Actually,
10 it was very -- I was shocked with the last
11 opinion. I would have thought they would have
12 narrowed the cause of actions. They would have
13 dropped some. They leave all eight and they
14 have this very clever little word language
15 change, which I'm not sure takes out all of the
16 kind of fraud type claims that the first panel
17 said that's been denied on, and you can't --
18 you don't have a final judgment.

19 MR. LEVINE: To cut to the chase, Your
20 Honor, the hubris of this case is that GEICO
21 has had success under the PIP statute where
22 there is a voiding penalty for any
23 noncompliance with the act, and they've taken
24 the liberty, in my view, improperly and
25 dangerously skirting Rule 11 by so doing by

1 averring as a fact that under the Repair Act,
2 any noncompliant repair shop has a claim that's
3 non-reimbursable because it's implicitly
4 unlawful and fraudulent.

5 There are so few facts in this case to
6 hang their hat on, even regarding technical
7 noncompliance, which we believe that on a
8 summary judgment record they really can't even
9 establish that there is technical noncompliance
10 if one accepts the fact that there's not an
11 obligation to give a written estimate to a
12 customer when the customer is paying less than
13 a hundred dollars, and everybody knows here
14 that the customer has paid nothing. Everybody,
15 as Judge Luck said in the prior oral argument
16 everybody gets exactly what they want. And if
17 GEICO wants a cause of action for insurance
18 fraud --

19 (Talking simultaneously.)

20 FEMALE JUDGE: (Inaudible) all the vendors
21 are winning all these cases in state court, and
22 the state court says you can't discount this;
23 the invoice price is fair and reasonable and
24 you're entitled. I mean, talk about the unjust
25 enrichment, all these state courts have said

1 there's no unjust enrichments, pay the full
2 value of the invoice. It's fair and
3 reasonable. They've been tried. It goes on
4 and on. I don't understand why we're in
5 federal court, I guess, on all of this.

6 MR. LEVINE: If I could just circle back
7 to Judge Jordan's question.

8 FEMALE JUDGE: Go back to his.

9 MR. LEVINE: About unjust enrichment,
10 because this really pertains to all the common
11 law counts.

12 We have the Buell case where the 11th
13 Circuit made clear that there's not a common
14 law remedy for a statutory violation, unless
15 the statute explicitly sets forth that a claim
16 is non-compensable for that violation. So that
17 applies in the unjust enrichment, and that's
18 actually been even bolstered recently through
19 the Florida Supreme Court decision in Pincus
20 versus American Traffic Solutions, where it was
21 held that as long as there is consideration
22 given, there's not going to be unjust
23 enrichment.

24 So even if one wants to construe Pincus in
25 the most narrow fashion as limited to the

1 circumstances of that case, in this case, GEICO
2 has put nothing on the record with respect to
3 how they were damaged or how GEICO was unjustly
4 enriched. We all know, in every single case,
5 the customer was provided the windshield.
6 There's not one instance where a customer had a
7 complaint about the windshield. And in each of
8 those cases where the customer got what they
9 wanted, GEICO paid what it wanted it to pay
10 anyway. So there is nothing adduced on GEICO's
11 record that could possibly implicate any unjust
12 enrichment because there's no attempt to
13 establish any factual basis for how the benefit
14 conferred was improper under the circumstances.

15 It just falls back to the same leitmotif,
16 any violation of the Repair Act is
17 non-compensable, and implicitly, and this is a
18 gray area because they are, in my opinion,
19 improperly trying to create a misimpression
20 that somehow there is bad -- there are bad
21 acts, as would be commonly understood by a
22 layperson. Which simply don't exist at all.

23 They're trying to put a square peg into a
24 round hole, misrepresenting to the tribunal
25 that the Repair Act is somehow analogous to the

1 PIP statute or the Health Care Act, where
2 claims are not compensable, and it's not.

3 FEMALE JUDGE: Are you representing
4 Glassco in these thousands --

5 MR. LEVINE: No, I have --

6 FEMALE JUDGE: There's somebody else doing
7 all that?

8 MR. LEVINE: Those are another set of
9 attorneys.

10 FEMALE JUDGE: And who's representing
11 GEICO in those cases?

12 MR. LEVINE: Different attorneys from the
13 same law firm.

14 FEMALE JUDGE: From this same law firm?

15 MR. LEVINE: Correct.

16 FEMALE JUDGE: Okay. And they're there --
17 they've had trials in some of them.

18 MR. LEVINE: There are and, Your Honor,
19 honestly --

20 FEMALE JUDGE: That's enough about that.

21 All right. In your view, and I'm going to
22 ask opposing counsel this, if we were to
23 certify something and if technical violations,
24 these particular ones here that are alleged,
25 I'm not even sure they're proven, but for sake

1 of argument, if you say here's what it is and
2 here's what they did, I mean, the Florida
3 Supreme Court could say that's not even really
4 a technical violation. I think the language in
5 the assignment is enough to say -- to satisfy
6 the Repair Act as to letting somebody else do
7 the work, but the Florida Supreme Court could
8 decide that.

9 If they are technical violations, let's
10 assume that, they first could say they really
11 are no technical violations, or they could say,
12 here are the only ones that are technical
13 violations, but assume they're technical
14 violations, could the Florida Supreme Court say
15 that didn't void the contract here, and they
16 were still obligated to pay for the work
17 performed? Would that end the whole case?
18 Would that -- because that's the RICO
19 predicate, or would there still be something
20 left? And I'm just --

21 MR. LEVINE: I think as the issues have
22 been framed by GEICO, that does end the whole
23 case.

24 FEMALE JUDGE: Okay.

25 MR. LEVINE: But I don't see any reason

1 for us to --

2 FEMALE JUDGE: I'm not getting to whether
3 we should or should not. We could decide that
4 ourselves. I understand that. We could do it
5 on custom, or we could do it voiding, but I
6 just wanted to know if that would end the whole
7 case.

8 MR. LEVINE: It would.

9 FEMALE JUDGE: Uh-huh, but let me see if
10 he agrees with that. That's the deal.

11 MR. LEVINE: The district courts that have
12 addressed this have held uniformly by citing to
13 various district court cases opinions that have
14 made clear that if there is not an explicit,
15 express statutory proscription against
16 reimbursement or compensability to a
17 noncompliant provider, that there -- if there's
18 no voiding penalty, these causes of action
19 can't survive. That was the case in the Hucke
20 v. Kubra Data Transfer case, under FDUPTA, and
21 Judge Mizell here did a survey of Florida cases
22 and have found that no case has ever held that
23 there would be any predicate under FDUPTA.

24 FEMALE JUDGE: We have an obligation to
25 look at our own appellate jurisdiction. Do you

1 think there's an argument here that the
2 complaint still has some of the infirmities
3 that Judge Luck identified that makes it a
4 nonfinal order here?

5 MR. LEVINE: As I tried to explain in
6 Atlanta last year regarding that issue, what
7 GEICO did was they excised everything that was
8 related to the specific wrongdoings, as it
9 were, that Judge Mizell found to be triable.
10 Those being the overcharges, misrepresentation
11 regarding assignment of benefits. I can't
12 remember what the other was, but those are
13 clearly gone. What remains, and what makes it
14 a little tricky in reading the amended
15 complaint, is that GEICO relies on the catchall
16 in the Motor Vehicle Act, which talks about any
17 misrepresentation. And what they've done is
18 they've tried to pigeonhole this purported
19 violation regarding the use of non-disclosed
20 subcontractors into something fraudulent by
21 saying that Glassco has billed fraudulently, as
22 their RICO predicate, because the work was
23 being done by a non-disclosed subcontractor.

24 And in that regard, since GEICO is so
25 eager to have this court rely on district court

1 decisions where the Florida Supreme Court
2 hasn't spoken, there are cases, there was a
3 Fifth DCA case, which answered the certified
4 question whether a provider can bill for a work
5 done by an independent contractor as services
6 rendered under the PIP statute. And it
7 answered the question by saying that a 1099
8 employee and -- a 1099 independent contractor
9 and a W-2 employee are virtually
10 indistinguishable. And that case is the MRI --
11 Regional MRI of Orlando. I was going to give
12 you a sight, but -- and relying on that case,
13 Judge Martinez, in a case litigated by this law
14 firm, held the same thing, where the theory was
15 where an MRI had an independent -- a
16 chiropractic clinic had a masseuse who was an
17 independent contractor, and Judge Martinez said
18 that he had to follow the MRI of Orlando case,
19 and --

20 THE COURT: Mr. Levine --

21 MR. LEVINE: -- the same argument that
22 it's not a company that's doing the billing and
23 therefore it's fraudulent.

24 THE COURT: And we've taken you -- we've
25 taken you way over your time and we appreciate

1 the help. You can wrap up in 15 seconds if
2 you'd like.

3 MR. LEVINE: I'll conclude where I am.

4 THE COURT: Okay. Thank you very much.

5 MR. LEVINE: Obviously, we believe that
6 the record doesn't support either legally or
7 factually any disturbance of the summary
8 judgment motion. And the one thing that I
9 didn't get into relates to what was not
10 discussed in the summary judgment record, but
11 is an alternative basis in the record, GEICO
12 has not established legally cognizable damages
13 with respect to any of its causes of action.

14 Thank you.

15 THE COURT: All right. Thank you very
16 much.

17 Mr. Gershenoff.

18 MR. GERSHENOFF: Thank you, Your Honor.

19 At a minimum, a fact question should have
20 precluded summary judgment on GEICO's
21 declaratory judgment claim in which GEICO seeks
22 a declaratory judgment, but because of the
23 defendant's alleged violations of the Repair
24 Act, they're not entitled to collect payment on
25 their outstanding charges. The record was

1 replete with evidence demonstrating, or at
2 least which tended to demonstrate, that Glassco
3 was operated not in technical violation of the
4 Repair Act, but in pervasive violation of some
5 very material provisions of the Repair Act that
6 are designed to protect the public.

7 The case law is also very clear, and, you
8 know --

9 FEMALE JUDGE: Just list them. I'm not
10 going to argue with you about them. What are
11 the pervasive violations they do? Just how
12 many are they? Three, four, five?

13 MR. GERSHENOFF: They subcontracted in
14 every claim, Your Honor. They subcontracted
15 the repair work without notice.

16 FEMALE JUDGE: That's one. Next one.

17 MR. GERSHENOFF: They failed to present
18 the customers with the written estimate waiver
19 language in the required form.

20 FEMALE JUDGE: Next one.

21 MR. GERSHENOFF: They failed to provide
22 the customers with any written estimates at all
23 before they did the work. They failed to
24 provide the customers, as the Repair Act
25 requires, with written invoices at the

1 completion of the work, itemizing the work that
2 had actually been done.

3 FEMALE JUDGE: Okay. Next.

4 MR. GERSHENOFF: They routinely
5 permitted -- and this is perhaps a more minor
6 violation, but it's still a violation of the
7 Repair Act. They failed to -- they allowed the
8 customers to sign work orders and other
9 documents which failed to list the automobile's
10 odometer readings as well. And those are, I
11 would say, the most --

12 FEMALE JUDGE: Let me go to the RICO case.

13 MR. GERSHENOFF: Sure.

14 FEMALE JUDGE: The RICO counts. Tell me
15 what the predicate -- is there anything other
16 than Repair Act violations that underlies the
17 RICO count?

18 MR. GERSHENOFF: Well, the RICO violations
19 are -- No.

20 FEMALE JUDGE: Right. So if the court
21 were to, whether the Florida Supreme Court or
22 us, that these technical -- these violations
23 don't void the transaction here, would the RICO
24 case be over? The Repair Act is these you
25 can -- they're still entitled to --

1 MR. GERSHENOFF: If they were entitled to
2 payment --

3 FEMALE JUDGE: Payment.

4 MR. LEVINE: -- there would be no
5 misrepresentation in their bills, and so there
6 couldn't be any mail or wire.

7 FEMALE JUDGE: Right. So to state it
8 again, because I want to make sure this is
9 clear. If a court determines that they're --
10 even assuming these are, whether technical or
11 Pervasive or significant, however you want to
12 say they are violations, that they do not void
13 the contract and GEICO is entitled to payment
14 for its work, the case would be over, all eight
15 counts?

16 MR. GERSHENOFF: If the -- yes, but can I
17 offer just a but?

18 FEMALE JUDGE: Yes.

19 MR. GERSHENOFF: Yes, but the court would
20 have to find -- either this court or the
21 Florida Supreme Court, and I think if this
22 court has any doubt, it should certify the
23 question of the Florida Supreme --

24 FEMALE JUDGE: On what?

25 MR. GERSHENOFF: On whether or not a

1 repair shop's violation of the Repair Act,
2 okay, precludes it from recovering from an
3 insurance company, just as it would preclude
4 the repair shop from collecting from the
5 customer, him or herself.

6 FEMALE JUDGE: My first question was,
7 they're not trying to collect anything from the
8 customer here. Okay?

9 MR. GERSHENOFF: Yes.

10 FEMALE JUDGE: The whole case here is
11 collection against GEICO. You're not -- you're
12 not got an assignment of anybody's claim.
13 Right? GEICO doesn't have -- you're not
14 offering a customer claim?

15 MR. GERSHENOFF: No, Your Honor.

16 FEMALE JUDGE: All right. So let's go
17 back and get the question and make sure we have
18 it clear. If a court were to determine that
19 the alleged violations of the Repair Act, which
20 you've just said are five in number, if those
21 violations, assuming they were found to exist,
22 I'm not even sure they exist, but if those
23 violations, if they were -- let me start over.

24 If a court were to determine that the
25 alleged violations that are five in number that

1 have just been outlined by you, or the
2 violations that are claimed in the case, do not
3 preclude Glassco from recovering against GEICO
4 the amount of the invoice, this case would be
5 over.

6 MR. GERSHENOFF: Yes, I do believe it
7 would be, Your Honor.

8 JUDGE ROSENBERG: Just to be clear, sorry,
9 just one follow-up point. If the Florida
10 courts or we were to find that customer, the
11 word customer does not include GEICO, the case
12 would be over as well regardless of what
13 happens on that?

14 MR. GERSHENOFF: No, I would disagree with
15 that, Your Honor, because, again, you have
16 courts which have held, district courts of
17 appeals, particularly 1616 Sunrise Motors, that
18 a holding of that nature would undermine the
19 purposes of the Repair Act. A repair shop that
20 is precluded from recovering from a --

21 FEMALE JUDGE: You're arguing to the
22 merits of the question. Go back to the
23 question.

24 JUDGE ROSENBERG: Right. You're
25 disagreeing with the premise of the question.

1 MR. GERSHENOFF: Okay.

2 JUDGE ROSENBERG: The premise of the
3 question is one of the courts, whether it's us,
4 and I don't know that we're going to, just a
5 hypothetical, whether it's us or the Florida
6 Supreme Court concludes that the word customer
7 does not include GEICO, and, therefore, you
8 have no cause of action under the Florida
9 Repair Act.

10 MR. GERSHENOFF: We would have no cause of
11 action under the Florida Repair Act.

12 JUDGE ROSENBERG: Yes. Right.

13 MR. GERSHENOFF: But our declaratory
14 judgment claim, I think --

15 THE COURT: Let her finish her question.

16 MR. GERSHENOFF: Oh, I'm sorry. I thought
17 you were done.

18 JUDGE ROSENBERG: My question for you is,
19 would there be anything left of your case, and
20 if so, what is left exactly?

21 MR. GERSHENOFF: I would say, Your Honor
22 and I'm sorry I interrupted you.

23 JUDGE ROSENBERG: That's all right.

24 MR. GERSHENOFF: I would say that, yes,
25 our declaratory judgment claim would survive

1 because you have cases such as, in particular,
2 1616 Sunrise Motors, which stands for the
3 proposition that a repair shop that operates in
4 violation of the Repair Act cannot collect from
5 a noncustomer either. It can't collect from
6 anybody, even in quantum meruit, it's
7 violations of the Repair Act preclude recovery.
8 And it's not just older cases that generally
9 hold that a repair shop that violates the
10 Repair Act is ineligible to collect.

11 JUDGE ROSENBERG: Well, let, let me stop
12 you for a second. The problem there is that
13 essentially you're saying that the definition
14 of customer means nothing. Because effectively
15 you're working your way -- you're doing an end
16 run around the Repair Act. You're basically
17 saying that just because we don't meet the
18 definition of customer doesn't mean that we're
19 not effectively protected by the Repair Act.
20 That's what you're saying as a matter of
21 reality.

22 Why isn't that what you're saying?

23 MR. GERSHENOFF: I think in a manner of
24 speaking, that is what I'm saying. I think the
25 Repair Act doesn't --

1 JUDGE ROSENBERG: Okay. Isn't that a
2 problem?

3 MR. GERSHENOFF: I would respectfully say
4 no, Your Honor. I think that the Repair Act is
5 designed to protect the public from
6 unscrupulous repair shops, and I do believe,
7 Your Honor, that it's not just me that feels
8 that way, it was the Florida District Court of
9 Appeals in the 1616 Sunrise Motors.

10 JUDGE ROSENBERG: Okay. I respectfully
11 disagree with that characterization, but in any
12 case, let's just assume, let's just assume for
13 purposes of this question, different question,
14 that you're right. The point -- the next point
15 that I want to make sure I have clear is that
16 there's no separate -- your causes of action
17 don't rely in any way on anything other than a
18 merits determination under the Repair Act that
19 there's been a violation of the Repair Act. Is
20 that correct? Every single one of your causes
21 of action, whether declaratory judgment or
22 whatever else, in order for you to win, we have
23 to find that there was a violation of the
24 Repair Act. Is that right?

25 MR. GERSHENOFF: Yes, Your Honor, or at

1 least I would say that there was a question of
2 fact as to whether --

3 THE COURT: No. No. No. No. She's not
4 asking that.

5 MR. GERSHENOFF: Okay.

6 THE COURT: Let me phrase it differently
7 and see if we can get a clear answer, because
8 this is important for us to figure out whether
9 or not we are going to certify anything to
10 anybody, because things have to be case
11 dispositive or issue dispositive at least.

12 Is every one of your claims statutory or
13 otherwise dependent on a finding that Glassco
14 violated the Repair Act?

15 MR. GERSHENOFF: Yes.

16 THE COURT: Okay. So if there is a ruling
17 by some court that violations of the Repair Act
18 do not lead to zero responsibility or zero
19 payment, you lose.

20 MR. GERSHENOFF: Yes.

21 THE COURT: Okay. Got it.

22 FEMALE JUDGE: Yeah, but you have to have
23 the second part, not just the violations, and
24 not just that you're not a customer, the court
25 would have to decide -- because you've

1 stipulated you're not a customer.

2 MR. GERSHENOFF: Yes, Your Honor.

3 FEMALE JUDGE: So we don't know whether
4 you're a customer or not. We don't have to
5 decide that. You stipulate you're not a
6 customer under the statutory definition.
7 Correct?

8 MR. GERSHENOFF: Correct.

9 FEMALE JUDGE: All right. So we know
10 that. So the question is, whether these
11 violations preclude payment. That's really
12 what we're dealing with.

13 That's the legal question, Your Honor.

14 FEMALE JUDGE: Yeah, whether they void --
15 it's not just preclude payment, they void it so
16 therefore you cannot -- they're avoiding -- I
17 guess they make the invoice or transaction
18 voidable.

19 MR. GERSHENOFF: Yes, Your Honor.

20 FEMALE JUDGE: Okay.

21 MR. GERSHENOFF: I think that's correct.

22 THE COURT: Okay.

23 MR. GERSHENOFF: You know, our argument
24 would be that a repair shop that operates in
25 violation of the Repair Act can't collect on

1 its charges through any means.

2 FEMALE JUDGE: Okay. And now help me with
3 this. Why not under collateral estoppel
4 principles? We don't somehow get affected by
5 all these state court cases that are ongoing,
6 that are allowing you -- I know it's not res
7 judicata, but they're saying they're entitled
8 to pay. They're allowing them to recover the
9 full price. Part of the defenses there are --
10 and I agree with Judge Gordon, it's maybe not
11 an affirmative defense, it's just a defense you
12 could have brought there that the contract's
13 void.

14 Why don't they have some impact here? How
15 can you not raise that as a defense there,
16 okay, to payments? It's right there. They're
17 suing to get the full amount of it. Okay? And
18 you're telling us they're not entitled to not
19 only the full amount, but none of it.

20 And the state courts are saying they're
21 not only entitled to payment, they're entitled
22 to all of it. And all of this is going on in
23 thousands of state court cases, but yet a
24 federal court is over here with this claim.

25 Why is that not collateral estoppel at

1 least against GEICO? Because you're a party
2 there, you're a party here. Okay, it's the
3 same issue. Are they entitled to payment?
4 There's \$300, \$400 a case. How can you come
5 up -- when that's going on -- and by the way,
6 all of those were filed in '16, '17, and '18
7 before y'all ever came to federal court
8 offensively. Why isn't there some estoppel
9 there for you now to come up here and say, No,
10 they're Repair Act violations so they don't get
11 anything? It seems like the same issue.

12 MR. GERSHENOFF: Can I offer a couple of
13 responses to that?

14 FEMALE JUDGE: Yes. Yes.

15 MR. GERSHENOFF: My first response would
16 be that I don't believe that these Repair Act
17 issues were raised in those counties.

18 FEMALE JUDGE: We're going to stipulate
19 that for sake of argument. Okay?

20 MR. GERSHENOFF: I don't think that it
21 would be issue preclusion in that respect
22 because the issues weren't raised, number one.

23 FEMALE JUDGE: But you could have raised
24 them.

25 MR. GERSHENOFF: I don't think we would

1 have a full and fair opportunity to raise the
2 defendant's violations of the --

3 FEMALE JUDGE: Yeah, but that's the whole
4 issue here. You don't think you would have as
5 good a hearing in full and fair in state court.
6 That's the problem.

7 MR. GERSHENOFF: I would respectfully
8 submit, Your Honor, that that's why we have
9 diversity jurisdiction to prevent an out of
10 state litigant from getting --

11 FEMALE JUDGE: I wish they had appealed
12 the SLAPP Act ruling, because there's a lot of
13 SLAPP Act conduct going on here, but they
14 didn't appeal that ruling.

15 MR. GERSHENOFF: May I make another point
16 about that, Your Honor --

17 FEMALE JUDGE: Uh-huh.

18 MR. LEVINE: -- before I step off?

19 THE COURT: You've got 30 seconds.

20 MR. GERSHENOFF: Thank you, Your Honor.

21 You know, Florida federal courts routinely
22 hear these kinds of, for example, declaratory
23 judgment claims, even though there may be a
24 multitude of county court cases pending that
25 somehow involve some of the same issues --

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FEMALE JUDGE: We're aware of all that.

MR. GERSHENOFF: Okay. In that case, Your Honor, I will conclude. Thank you very much.

THE COURT: Thank you both very much.

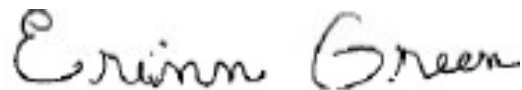
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CERTIFICATE

I, ERINN GREEN, Professional Court Reporter/Transcriptionist, do hereby certify that I was authorized to transcribe the foregoing recorded proceeding, and that the transcript is a true and accurate transcription of my shorthand notes, to the best of my ability, taken while listening to the provided recording.

I further certify that I am not of counsel or attorney for any of the parties to said proceedings, nor in any way interested in the events of this cause, and that I am not related to any of the parties thereto.

Dated this 20th day of December, 2023.



ERINN L. GREEN, Court Reporter
Notary Public, State of Florida
Expires: January 23, 2024

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

GOVERNMENT EMPLOYEES
INSURANCE CO., GEICO
INDEMNITY CO., and GEICO
GENERAL INSURANCE
COMPANY,

Plaintiffs,

v.

Case No: 8:19-cv-1382-MSS-SPF

SEAN MARTINEAU and SHAZAM
AUTO GLASS LLC,

Defendants.

ORDER

THIS CAUSE comes before the Court for consideration of Plaintiffs' Motion for Summary Judgment Against the Defendants, (Dkt. 46), Defendants' response in opposition thereto, (Dkt. 56), Plaintiffs' reply in support, (Dkt. 60), Defendants' Motion for Summary Judgment, (Dkt. 48), Plaintiffs' response in opposition thereto, (Dkt. 58), Defendants' reply in support, (Dkt. 61), and the notices of supplemental authority filed by Defendants. (Dkts. 69–79) Upon consideration of all relevant filings, case law, and being otherwise fully advised, the Court **GRANTS IN PART AND DENIES IN PART** Defendants' Motion for Summary Judgment, (Dkt. 48), and **DENIES** Plaintiffs' Motion for Summary Judgment Against the Defendants, (Dkt. 46), as stated herein.

I. BACKGROUND

This action stems from an alleged fraudulent scheme involving windshield repair services provided to Florida residents. (Dkt. 17 at ¶ 1) Plaintiffs Government Employees Insurance Co., GEICO Indemnity Co., and GEICO General Insurance Company (collectively, “GEICO”) are Maryland corporations headquartered in Chevy Chase, Maryland. (Id. at ¶ 10) GEICO alleges that Florida resident Sean Martineau formed Shazam Auto Glass LLC (“Shazam”)—a Florida limited liability company headquartered in Florida and wholly owned by Martineau—to carry out a complex, years-long scheme in which Defendants billed GEICO for windshield repair services for which they were not entitled to reimbursement. (Id. at ¶¶ 11–12, 46) The following facts are undisputed for purposes of summary judgment.

GEICO sells Florida automobile insurance policies containing comprehensive and collision coverage. (Dkt. 57 at ¶ 2) Under Fla. Stat. § 627.7288, the “deductible provisions of any policy of motor vehicle insurance...providing comprehensive coverage . . . shall not be applicable to damage to the windshield of any motor vehicle covered under such policy.” (Id. at ¶ 3) Florida law and GEICO’s insurance policy grants the insured sole discretion to select a motor vehicle repair shop to repair the windshield. (Id. at ¶ 4) After notifying the insurer about the windshield damage, the insured can assign to the repair shop the right to the insured’s benefits under the policy. (Id. at ¶ 5) After the insured assigns benefits under the policy and the repair shop repairs the windshield, the repair shop submits to the insurer an invoice and a claim

for reimbursement. (*Id.* at ¶ 6) Between at least 2016 and the present, Martineau has been the sole member and owner of Shazam, which is a registered “motor vehicle repair shop.” (*Id.* at ¶¶ 1, 7) The remaining salient facts are largely disputed by the Parties.

GEICO alleges in the operative Complaint that Defendants submitted hundreds of thousands of dollars in non-reimbursable claims for windshield repair services. (Dkt. 17 at ¶¶ 34, 46) According to GEICO, Defendants were not entitled to reimbursement because they routinely violated the Florida Motor Vehicle Repair Act (the “Repair Act”), Fla. Stat. §§ 559.901 *et seq.* in performing the services reflected in the claims, and repair shops that violate the Repair Act are not entitled to payment for repair work—even if that work “otherwise was legitimately and actually performed.” (*Id.* at ¶¶ 2, 45)

Defendants’ alleged violations of the Repair Act included, among other things, (i) subcontracting windshield repair and replacement work without notifying customers or GEICO; (ii) failing to provide customers with written estimates that complied with the Repair Act’s requirements; (iii) failing to provide customers with invoices setting forth an “itemized description of all labor, parts, and merchandise supplied and the costs thereof,” and the “current date and odometer reading of the motor vehicle”; (iv) falsifying the dates on which customers’ windshields were damaged to create the appearance that the customers had comprehensive insurance coverage at the time of loss, when in fact they did not; (v) forging customers’ signatures on documents submitted to GEICO; and (vi) using false promises and other deceptive

tactics to induce customers to agree to unnecessary windshield-related services. (Id. at ¶¶ 58-61, 67, 79-80, 95-96, 100, 105)

Defendants' alleged conduct can be broken into two categories. The first covers claims submitted by Defendants that were infected with pervasive, technical violations of the Repair Act, including that Defendants subcontracted windshield repair and replacement work without notifying customers or GEICO and failed to provide customers with written estimates and invoices that complied with the Repair Act's requirements. The second category covers claims submitted by Defendants in which they falsified information, forged signatures, and used false promises and other deceptive tactics to induce customers to agree to unnecessary windshield-related services or for which services were never actually performed.

GEICO claims that it has paid over \$340,000 to cover Defendants' fraudulent claims, including at least \$180,000 in payments by GEICO General Insurance Company, \$123,000 in payments by GEICO Indemnity Co., and \$38,000 in payments by Government Employees Insurance Company. (Id. at ¶ 140)

The operative Complaint brings claims against Martineau for violations of the Racketeer Influenced and Corrupt Organizations ("RICO") Act, 18 U.S.C. § 1961 *et seq.*, and the Florida Civil Remedies for Criminal Practices Act, Fla. Stat. § 772.103(3). (Dkt. 17 at ¶¶ 135–41, 151–57) GEICO also brings claims against both Martineau and Shazam Glass for common-law fraud, unjust enrichment, violations of the Repair Act, and violations of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"),

Fla. Stat. § 501.201 *et seq.* (Dkt. 17 at ¶¶ 142–50, 158–74) Finally, GEICO seeks a declaratory judgment against Shazam Glass to the effect that “Shazam Glass has no right to receive payment for any pending claims submitted to GEICO.” (*Id.* at ¶ 134)

Defendants Shazam and Martineau seek summary judgment on all counts. (Dkt. 48) GEICO seeks summary judgment on the unjust enrichment, FDUTPA, Repair Act, and declaratory judgment claims only. (Dkt. 46)

II. LEGAL STANDARD

Summary judgment is appropriate when the movant can show that there is no genuine issue of material fact and that the movant is entitled to judgment as a matter of law. Fennell v. Gilstrap, 559 F.3d 1212, 1216 (11th Cir. 2009) (citing Welding Servs., Inc. v. Forman, 509 F.3d 1351, 1356 (11th Cir. 2007)). Which facts are material depends on the substantive law applicable to the case. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). The moving party bears the burden of showing that no genuine issue of material fact exists. Clark v. Coats & Clark, Inc., 929 F.2d 604, 608 (11th Cir. 1991).

Evidence is reviewed in the light most favorable to the non-moving party. Fennell, 559 F.3d at 1216 (citing Welding Servs., Inc., 509 F.3d at 1356). A moving party discharges its burden on a motion for summary judgment by showing or pointing out to the Court that there is an absence of evidence to support the non-moving party's case. Denney v. City of Albany, 247 F.3d 1172, 1181 (11th Cir. 2001) (citation omitted).

When a moving party has discharged its burden, the non-moving party must then designate specific facts (by its own affidavits, depositions, answers to interrogatories, or admissions on file) that demonstrate there is a genuine issue for trial. Porter v. Ray, 461 F.3d 1315, 1320-1321 (11th Cir. 2006) (citation omitted). The party opposing a motion for summary judgment must rely on more than conclusory statements or allegations unsupported by facts. Evers v. Gen. Motors Corp., 770 F.2d 984, 986 (11th Cir. 1985) (“conclusory allegations without specific supporting facts have no probative value.”). “If a party fails to properly support an assertion of fact or fails to properly address another party's assertion of fact . . . the court may grant summary judgment if the motion and supporting materials . . . show that the movant is entitled to it.” Fed. R. Civ. P. 56(e).

“The standard of review for cross-motions for summary judgment does not differ from the standard applied when only one party files a motion, but simply requires a determination of whether either of the parties deserves judgment as a matter of law on the facts that are not disputed.” S. Pilot Ins. Co. v. CECS, Inc., 52 F. Supp. 3d 1240, 1242–43 (N.D. Ga. 2014) (citing Am. Bankers Ins. Group v. United States, 408 F.3d 1328, 1331 (11th Cir. 2005)). “Cross-motions may, however, be probative of the absence of a factual dispute where they reflect general agreement by the parties as to the controlling legal theories and material facts.” Id. at 1243 (citing United States v. Oakley, 744 F.2d 1553, 1555–56 (11th Cir.1984)).

III. DISCUSSION

A. Defendants' Special Motion for Summary Judgment for Violation of Florida's Anti-SLAPP Statute, Fla. Stat. § 768.295

As a threshold matter, Defendants have moved for summary judgment pursuant to Florida's statute prohibiting Strategic Lawsuits Against Public Participation ("anti-SLAPP"), Fla. Stat. § 768.295. (Dkt. 48 at 1 – 3) Florida's anti-SLAPP statute prohibits a person from filing a suit that is: (a) "without merit" and (b) "primarily" because the person against whom the suit was filed "has exercised the constitutional right of free speech in connection with a public issue . . . or to petition for redress of grievances before the various governmental entities of this state, as protected by the First Amendment to the United States Constitution and [the Florida] Constitution." Fla. Stat. § 768.295(3). Under the anti-SLAPP statute, the initial burden is on the SLAPP defendant to set forth a prima facie case that the statute applies. Gundel v. AV Homes, Inc., 264 So. 3d 304, 314 (Fla. 2d DCA 2019). Then, the burden shifts to the claimant to demonstrate that the claims have merit and are not primarily based on the exercise of First Amendment rights in connection with a public issue. Id.

Defendants claim that GEICO initiated this action primarily to induce fear in Defendants and to leverage a settlement posture in 859 state court small claims cases filed by Shazam to collect the difference between the amounts it claims it would be entitled to collect for auto glass replacement in the competitive market and the amounts GEICO voluntarily pays based on its special relationship with its preferred

glass vendor. (Dkt. 48 at 1 – 3) Defendants claim that GEICO’s “fear of exposure to unbounded attorney fee awards” in the hundreds of state court claims that Shazam has filed against it is “the force which has motivated this federal lawsuit.” (Id. at 2) To support their position, Defendants contend that GEICO “has settled at least two of the 859 [state court cases] without disclosing the settlement to this Court” and that it “continues to seek restitution in this action, notwithstanding that those claims were voluntarily settled, paid, and presumably released by [GEICO].” (Id. at 2 – 3) Defendants contend that GEICO’s decision to settle these two cases is “persuasive evidence that the instant lawsuit is motivated to induce fear of ignominy in Shazam and Martineau, and to leverage the settlement posture in the 859 state court cases, above all else.” (Id. at 3) Defendants also claim that GEICO’s civil RICO cause of action is “frivolous and entirely without merit.” (Id. at 2)

GEICO responds that (a) this suit is meritorious and (b) Defendants have failed to demonstrate that this suit was brought as a result of Defendants’ exercise of free speech in connection with a public issue. (Dkt. 58 at 5 – 8)

Defendants’ special request for summary judgment for violation of the anti-SLAPP statute is due to be **DENIED**. Defendants’ only evidence in support of their prima facie case that the anti-SLAPP statute applies is Martineau’s declaration asserting that GEICO has settled at least two of the 859 pending state court cases brought by Shazam. (Dkt. 48 at 2 – 3; Dkt. 49 at ¶ 8) Martineau provides no detail about the two settlements in his declaration such that the Court could determine they

were reached as a result of the instant action. (Dkt. 49-1 at ¶ 8) Defendants provide no further evidence to support their contention that this lawsuit was brought by GEICO primarily to leverage settlements in state court. Moreover, even if Defendants had established a prima facie case that the statute applies, for the reasons detailed below, Defendants have not established that GEICO's claims are entirely without merit. As such, the conclusory Motion is **DENIED**.

B. Civil RICO claims against Martineau (Counts II and IV)

Defendants contend that summary judgment should be granted in favor of Martineau on the civil RICO claims brought against him. (Dkt. 48 at 8 – 24) RICO makes it unlawful “to conduct or participate, directly or indirectly, in the conduct of [an] enterprise [that affects interstate commerce] through a pattern of racketeering activity.” 18 U.S.C. § 1962(c). The “pattern of racketeering activity” element requires that a civil RICO plaintiff establish “at least two acts of racketeering activity.” 18 U.S.C. § 1961(5). Congress has defined “racketeering activity” to mean the violation of any of the criminal statutes listed in § 1961(1). Republic of Panama v. BCCI Holdings (Luxembourg) S.A., 119 F.3d 935, 948 (11th Cir. 1997). Florida's RICO analog, the Civil Remedies for Criminal Practices Act, is interpreted using federal RICO claim cases. Jackson v. BellSouth Telecommunications, 372 F.3d 1250, 1263–64 (11th Cir. 2004). Thus, the Court employs the same analysis to GEICO's federal RICO claim as to its state RICO claim.

GEICO's civil RICO claims are premised on the allegation that Martineau has knowingly conducted Shazam's affairs through a pattern of racketeering activity constituting wire fraud based on Shazam's submission of hundreds of fraudulent glass claims it was never entitled to receive. (Dkt. 17 at ¶ 137) Defendants argue that the allegations of the Amended Complaint that form the basis for GEICO's contention that Shazam submitted fraudulent glass claims fall into "two plainly distinguishable categories: (1) claims that Shazam's bills are fraudulent (and thus non-reimbursable) because of Shazam's technical non-compliance with the [Repair Act]; and (2) claims of deceptive conduct irrespective of whether Shazam was non-compliant with the [Repair Act]." (Dkt. 48 at 9)

1. Repair Act-Based Claims

The first category of GEICO's claims consists of the following types of alleged violations of the Repair Act: (1) failing to provide written repair estimates to GEICO's insureds (Dkt. 17 at ¶¶ 67-78); (2) failure to provide GEICO's insureds with copies of invoices upon completion of the work (*id.* at ¶¶ 79-85); (3) failure to provide odometer readings on work orders (*id.* at ¶¶ 86-91); and (4) engaging independent contractors as sales reps and auto glass installers without notice to GEICO's insureds. (*id.* at ¶¶ 46-66). Defendants contend that GEICO cannot claim entitlement to recover payments made to Shazam for repair work based on these technical violations of the Repair Act because GEICO is not a "customer" under the Act. (Dkt. 48 at 9 – 11) Defendants also argue that Shazam does not violate the Repair Act's requirements for written repair estimates and written invoices for completed work, because these items are due

to the customer when the costs will exceed \$100, and here no insured ever paid anything for repairs. (Id. at 11) Further, Defendants argue that the failure to provide odometer readings, the failure to disclose independent contractors as sales representatives and glass installers, and the misrepresentation to insureds that their benefits will be assigned to Shazam despite the fact that Shazam is not the actual entity performing the work are all not actionable under RICO. (Id. at 11 – 16)

GEICO's theory of the case, as set forth in its response, rests on the contention that pursuant to Florida case law, repair shops that violate the Repair Act have no right to collect on their charges, even in quantum meruit. (Dkt. 58 at 9 – 15) However, in a similar action brought by GEICO against a glass repair shop, a district court in the Middle District of Florida rejected GEICO's identical argument, holding that "[c]laims under the Repair Act for repairs performed by noncompliant repair shops are not fraudulent or unlawful vis-à-vis the insurance company" and, thus, cannot form the basis for a wire fraud scheme against GEICO. Gov't Emps. Ins. Co. v. Glassco Inc., No. 8:19-CV-1950-KKM-JSS, 2021 WL 4391717, at *9 (M.D. Fla. Sept. 24, 2021). This is because, as acknowledged by GEICO, the Repair Act contains no provision rendering unpayable claims for repair work actually performed by a noncompliant repair shop, meaning these claims are not considered unlawful by the statute. Id. at *8 (collecting examples of other Florida statutes that include such provisions). Thus, the only support for GEICO's contention is derived from Florida case law. GEICO argues that "every Florida court that has considered this issue has ruled that a Repair Shop that violates the Repair Act *does* forfeit its right to

compensation.” (Dkt. 58 at 9) However, the cases relied on by GEICO for this proposition are inapposite because GEICO is not a “customer” entitled to any relief under the Repair Act.

The Repair Act creates a private right of action for a “customer” injured by a violation of its provisions. Fla. Stat. § 559.921(a). In each of the Florida appellate cases relied on by GEICO, including Osteen v. Morris, 481 So.2d 1287 (Fla. 5th DCA 1986), Gonzalez v. Tremont Body & Towing, Inc., 483 So.2d 503 (Fla. 3d DCA 1986), Perez-Priego v. Bayside Carburetor & Ignition Corp., 633 So. 2d 1190 (Fla. 5th DCA 1994), and Safari Tours, Inc. v. Pasco, 255 So.3d 415 (Fla. 3d DCA 2018), a *customer* either refused to pay for repairs or sought to recover amounts paid because the repair shop failed to furnish the written estimate or exceeded the written estimate, and the customer asserted a private right of action under the Repair Act. A *customer* is defined by the Repair Act to mean “the person who signs the written repair estimate or any other person whom the person who signs the written repair estimate designates on the written repair estimate as a person who may authorize repair work.” Fla. Stat. § 559.903(1). Under the facts agreed-to by the Parties, GEICO is clearly not a customer as defined by the Act. And GEICO cites no authority that the law of subrogation permits it to assert a customer’s private right of action under the Repair Act. Thus, the cases relied on by GEICO are inapposite.

GEICO also relies heavily on a single Florida case, 1616 Sunrise Motors, Inc. v. A-Leet Leasing of Fla., 547 So. 2d 267 (Fla. 4th DCA 1989), that it contends supports the proposition that the protections of the Repair Act extend to persons

beyond the customer. In 1616 Sunrise Motors, an automobile repair shop filed a claim for repair and storage charges against a bond filed by a car rental agency who secured the vehicle when its lessee failed to pay the repair bill after bringing it to the shop to be fixed after an accident. 547 So. 2d at 268. The trial court found that because the repair shop had violated the Repair Act by failing to receive authorization for repairs by the lessee, it was not entitled to claim a lien to recover for the repairs. Id. On appeal, the Fourth District Court of Appeal affirmed, rejecting the repair shop's argument that the lien could still be enforced against the car rental agency because it did not meet the statutory definition of customer.¹ Id. The court held that "under the circumstances of this case, the requirements of the Act cannot be avoided by permitting recovery by the errant repair shop against an owner-lessor who may *not* be a 'customer' within the definition portion of the Act." Id. Notably the court limited the holding to the specific circumstances of the case.

1616 Sunrise Motors is distinguishable from the instant case principally because it concerned an entirely different provision of the Repair Act than is at issue here: Fla. Stat. § 559.917.² Moreover, GEICO's position as an insurance company is factually distinguishable from the appellee/lessor's position as the owner of the vehicle in 1616 Sunrise Motors. Importantly, neither 1616 Sunrise Motors nor any other case cited by

¹ The statutory definition of "customer" has changed since the 1616 Sunrise Motors decision, but that change is immaterial to this Court's analysis.

² Fla. Stat. § 559.917 governs the procedure for a "customer or person of record" to post a bond to secure the release of a possessory lien claimed by a motor vehicle repair shop, and for the lienor to recover the bond.

GEICO holds that a non-customer under the Repair Act can bring fraud and related claims predicated on technical violations of the Repair Act, as GEICO attempts to do here. Thus, the Court finds that the conduct predicated on Repair Act violations cannot form the basis for a wire fraud scheme against GEICO. As such Defendants' Motion for Summary Judgment based on those claims as set forth in Counts II and IV is due to be **GRANTED**.

2. Non-Repair Act-Based Claims

Throughout the Amended Complaint, GEICO also asserts fraud allegations that are *not* based solely on violations of the Repair Act. Against these claims, Defendants contend that summary judgment should be granted in their favor as to the RICO causes of action because (1) there is no evidence that Martineau acted with intent to deceive or had any actual knowledge of illegal activity; (2) the evidence fails to establish that Shazam, the alleged enterprise, has a structure distinct from the alleged pattern of racketeering; (3) the evidence does not establish a “pattern of racketeering”; and (4) the evidence does not establish either closed-ended or open-ended continuity. (Dkt. 48 at 16 - 23)

In response to the first argument, GEICO contends that “[t]here is ample evidence in the record to demonstrate that Martineau participated in the operation and management of [Shazam], and in fact directed the deceptive conduct that was carried out through [Shazam].” (Dkt. 58 at 29) Specifically, GEICO points to evidence establishing that “Martineau was the sole shareholder of Shazam, that Shazam had no

other employees, that Martineau was solely responsible for the submission of [Shazam’s] fraudulent bills to GEICO, and that Martineau was otherwise responsible for [Shazam’s] day-to day-operations.” (Id. at 29 – 30)

The Court finds that the broad evidence adduced of Martineau’s ownership and involvement in the operations of Shazam is insufficient to establish an intent to deceive needed to sustain a RICO claim. RICO is not a run-of-the-mill consumer protection statute, as its goal “is to combat organized crime, not to police routine commercial dealings.” Ray v. Spirit Airlines, 126 F. Supp. 3d 1332, 1341 (S.D. Fla. 2015), aff’d, 836 F.3d 1340 (11th Cir. 2016); see also Elsevier Inc. v. W.H.P.R., Inc., 692 F. Supp. 2d 297, 307 (S.D.N.Y. 2010) (noting “the exceptional seriousness of racketeering allegations”).

“To plead the necessary scienter for a racketeering claim premised on mail and wire fraud, a plaintiff must allege that defendants ‘knowingly devised or participated in a scheme to defraud plaintiffs’ and that they ‘did so willingly with an intent to defraud.’” Cardenas v. Toyota Motor Corp., 418 F. Supp. 3d 1090, 1102 (S.D. Fla. 2019) (quoting Langford v. Rite Aid of Ala., Inc., 231 F.3d 1308, 1312 (11th Cir. 2000)). “Actual knowledge of predicate acts, not merely reckless disregard, is required to support RICO claims.” Glassco Inc., 2021 WL 4391717, at *10 (citing Liquidation Com’n of Banco Intercontinental, S.A. v. Renta, 530 F.3d 1339, 1354 (11th Cir. 2008) (“The predicate acts alleged here—mail and wire fraud, transportation of converted funds, and money laundering—each require proof of scienter.”); In re Cascade Intern. Sec. Litig., 840 F. Supp. 1558, 1566 (S.D. Fla. 1993) (“Reckless disregard is not a

sufficient level of intent to allege the underlying crime [and support RICO liability.]”)).

Here, though GEICO sets forth evidence of Martineau’s broad responsibilities at Shazam, this evidence is insufficient to establish the requisite knowledge and intent to deceive needed to support a RICO claim. GEICO relies on a sampling of its investigative files, demonstrating that on at least 15 occasions, Shazam submitted work order/assignment of benefits forms to GEICO that contained (i) falsified dates of loss to make it appear that insureds had coverage when they did not; (ii) forged insureds’ signatures; and (iii) glass services that were unauthorized or unnecessary. (Dkt. 58 at 24 – 25) However, in his deposition, GEICO investigator Chris Laughlin confirmed that “it would have been the salesperson working with the policyholder at the time the glass claim was set up with them” who would have instructed the insureds to misrepresent the dates of loss, not Martineau. (Dkt. 49-4 at 86:14 – 24) Martineau testified that he does not personally obtain the customer signatures on work orders, that he wouldn’t know what communications occur between the installers and customers in connection with obtaining signatures for assignment of benefits, nor does he provide installers with instructions on what to say to customers other than that the customer needs to sign the work order prior to the installer completing any work. (Dkt. 49-2 at 86:3 – 21) GEICO has pointed to no evidence to support its contention that Martineau personally forged signatures, falsified dates of loss, or had the actual knowledge that any invoices submitted were for glass services that were unauthorized or unnecessary. (Dkt. 47-2 at 80:11 – 16)

GEICO contends in a footnote that “it is irrelevant whether Martineau ever personally forged a document or falsified a date of loss.” (Dkt. 58 at 30 n.17 (citing Pereira v. United States, 347 U.S. 1, 8 (1954) for the proposition that a wire fraud defendant need not actually mail or wire anything themselves if he caused it to be done)) However, though a wire fraud defendant need not personally mail or wire documents to execute the scheme, the individual must still possess the requisite scienter to establish a scheme to defraud. GEICO has presented insufficient evidence of Martineau’s awareness that any of these claims were in fact fraudulent. Martineau’s broad involvement in the day-to-day operations of Shazam is insufficient to establish that intent.³ Accordingly, summary judgment is due to be **GRANTED** in favor of Martineau on the civil RICO claims based on the lack of evidence of his intent to deceive with respect to the claims he submitted on behalf of Shazam.

C. Declaratory Judgment (Count I)

The Parties cross move for summary judgment on GEICO’s cause of action for declaratory judgment against Shazam. (Dkt. 48 at 7 – 8) “[A]n insurer may pursue a declaratory action which requires a determination of the existence or nonexistence of a fact upon which the insurer’s obligations under an insurance policy depend.” Higgins v. State Farm Fire and Cas. Co., 894 So. 2d 5, 12 (Fla. 2004).

³ The Court would note that GEICO’s evidence of closed-ended or open-ended continuity also appears to be problematic. In the highly similar Glassco case, the court highlighted numerous issues with GEICO’s ability to establish the requisite closed-ended or open-ended continuity to state a cause of action under RICO. Glassco Inc., 2021 WL 4391717, at *10–11. However, given that the Court finds that the record lacks sufficient evidence of Martineau’s intent to deceive, the Court need not reach that issue in this Order.

GEICO seeks a declaration that Shazam has no right to receive payment on pending bills because Shazam (1) failed to comply with the Repair Act, (2) did not actually provide glass services at issue and lacked valid assignments of benefits from the insureds, (3) misrepresented that Shazam was authorized by insureds to file claims against their insurance policy, and (4) submitted claims for work that was, in many cases, not necessary, reparative, or in some cases actually performed. (Dkt. 17 at ¶¶ 130 – 133)

For the reasons explained above, the Court will **GRANT** Defendants' motion for summary judgment in part, to the extent GEICO seeks a declaration that Shazam failed to comply with the Repair Act. As explained *supra*, there is no basis to determine that any of Shazam's technical violations of the Repair Act for work actually performed render its claims noncompensable vis-à-vis GEICO. Thus, GEICO may not obtain a declaration that Shazam has no right to receive payments due to its noncompliance with the Repair Act. However, factual disputes in the record concerning whether Shazam submitted claims containing misrepresentations, for which it had obtained valid assignments, and for work that was necessary, reparative, or actually performed preclude the entry of summary judgment on the remainder of the relief sought in the declaratory judgment count. Thus, both Parties' Motions for summary judgment are **DENIED** as to the remainder of this claim.

D. Common Law Fraud (Count V)

Defendants seek summary judgment on GEICO's common-law fraud claim asserted against both Martineau and Shazam. (Dkt. 48 at 30-32) To succeed on a common-law fraud claim, plaintiff must prove (1) a false statement of fact; (2) that the person making the statement knew the statement was false at the time it was made; (3) that the statement was made to induce another to act in reliance thereon; (4) the other person acted in reliance on the statement; and (5) resulting damage to the other person. Gandy v. Trans World Comput. Tech. Grp., 787 So. 2d 116, 118 (Fla. 2d DCA 2001). Defendants contend that GEICO's fraud claim fails because GEICO has failed to adduce sufficient evidence of fraudulent conduct or its justifiable reliance thereon. (Dkt. 48 at 30-32)

Again, as analyzed above, claims for repairs performed by entities that did not comply with the Repair Act are not fraudulent or unlawful vis-à-vis GEICO. Thus, Geico cannot base its common-law fraud claim on alleged "pervasive violations of the Repair Act."

However, like the RICO and declaratory judgment claims, GEICO's fraud claim includes allegations of misrepresentations that are not based on Repair Act violations. For example, GEICO alleges that the claims submitted by Defendants falsely represented that glass services were performed by Shazam when they were not, and that it had valid benefit assignments in claim forms entitling it to receive payment when it was not. (Dkt. 17 ¶ 160). Again, factual disputes in the record concerning whether Shazam submitted claims containing misrepresentations, for which it had

obtained valid assignments, and for work that was necessary, reparative, or actually performed preclude the entry of summary judgment on the remainder of the relief sought in this count. Likewise, whether GEICO relied on these misrepresentations is factually disputed by the Parties. As such, Defendants' Motion for Summary Judgment is **DENIED** as to the fraud claims not premised on pervasive violations of the Repair Act.

E. FDUTPA (Count III)

Both Parties move for summary judgment on Count III of the Amended Complaint, which alleges a FDUTPA claim against both Shazam and Martineau. To prevail on a FDUTPA claim for damages, a plaintiff must show (1) a deceptive act or unfair practice, (2) causation, and (3) actual damages. Hucke v. Kubra Data Transfer, Corp., 160 F.Supp.3d 1320, 1328 (S.D. Fla. 2015). "A deceptive act or practice is 'one that is likely to mislead consumers and an unfair practice is one that offends established public policy and one that is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.'" Id. To establish a traditional FDUTPA violation, plaintiff must show defendants engaged in "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." Fla. Stat. § 501.204(1); Feheley v. LAI Games Sales, Inc., No. 08-cv-23060, 2009 WL 2474061, at *5 (S.D. Fla. Aug. 11, 2009). Additionally, a violation of "[a]ny law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts

or practices” may serve as a predicate for a FDUTPA claim. Fla. Stat. § 501.203(3)(c). “Statutes may serve as predicates for a FDUTPA claim under section 501.203(3)(c) in one of two ways: First, the text of a statute may expressly state that it is to serve as a FDUTPA predicate. Second, a court may find that a statute proscribes unfair and deceptive trade practices and therefore operates as an implied FDUTPA predicate.” Hucke, 160 F. Supp. 3d at 1328 (internal quotation marks, alterations, and citations omitted).

To the extent that GEICO seeks to rely on Defendants’ violations of the Repair Act to establish a violation of the FDUTPA, it cannot do so, as the Repair Act does not contain any language stating that violations of its provisions constitute deceptive and unfair trade practices under FDUTPA. See Fla. Stat. §§ 559.901–559.9221; see also Glassco Inc., 2021 WL 4391717, at *15 (concluding that GEICO could not prevail on an FDUTPA claim predicated on a Repair Act violation under either an express or implied *per se* theory).

An unfair or deceptive practice is one “likely to deceive a consumer acting reasonably under the same circumstances.” Id. However, to the extent GEICO relies on the other conduct discussed *supra* to establish a traditional FDUTPA violation, the Court finds that, as with the declaratory judgment and fraud counts, genuine disputes of material fact preclude entry of summary judgment on the issue of whether GEICO has established an unfair or deceptive practice. Siever v. BWGaskets, Inc., 669 F. Supp. 2d 1286, 1293 (M.D. Fla. 2009) (whether conduct is deceptive or unfair is a question of fact).

Construing the facts in the light most favorable to GEICO, there is evidence of harm to *consumers*. GEICO fits under the FDUTPA's broad definition of “consumer,” which includes “any commercial entity, however denominated.” Fla. Stat. § 501.203(7); see also Glassco Inc., 2021 WL 4391717, at *15 (“[F]raudulent conduct in the context of billing insurance companies qualifies as deceptive acts that harms consumers (both the insurance company and its insureds) for FDUTPA purposes.”).

Likewise, factual disputes exist as to whether Defendants’ conduct caused actual damages to GEICO. Under the FDUTPA, a plaintiff may recover actual damages equal to “the difference in the market value of the product or service in the condition in which it was delivered and its market value in the condition in which it should have been delivered according to the contract of the parties.” Rollins Inc. v. Heller, 454 So. 2d. 580, 585 (Fla. 3d DCA 1984) (citation omitted). Defendants contend that GEICO has set forth no evidence of actual damages sustained, and GEICO instead seeks a refund of all amounts paid to Shazam. (Dkt. 48 at 28) In response, GEICO falls back on its argument that Shazam was not entitled to payment for its services because it was in violation of the Repair Act with respect to every single claim it submitted. (Dkt. 58 at 38) Thus, GEICO contends that “the value of the Defendants’ purported ‘services’ in the condition in which they were delivered was \$0, and the value of [the] services in the condition in which they should have been delivered was \$341,574.76.” (Id.) This argument is unavailing, as the Court has already determined that Shazam’s technical violations of the Repair Act for work actually performed render its claims noncompensable vis-à-vis GEICO. However, to

the extent there remains a genuine dispute of fact that some claims were submitted for work that was not performed or that Shazam overbilled for some of its claims, the Court would permit GEICO to produce evidence, at trial, of actual damages it suffered as a result of Shazam's deceptive conduct.

Finally, the Court finds that there is a question of fact as to whether Martineau "participated directly" in any deceptive practices or "had authority control or knowledge of the practices" such that he could be found to be personally liable under the FDUTPA. As a result, the Court **DENIES** both Parties' requests for summary judgment with respect to the FDUTPA claim.

IV. Unjust Enrichment (Count VI)

GEICO bases its unjust enrichment claims on Defendants' alleged (1) Repair Act violations and (2) other unjust or inequitable conduct apart from the Repair Act. GEICO cannot succeed on unjust enrichment claims premised on Defendants' alleged Repair Act violations because Defendants did not violate the Repair Act vis-à-vis Geico in this case. However, GEICO's claims of unjust enrichment based on other unjust or inequitable conduct apart from the Repair Act involve disputes of material fact and, thus, summary judgment is not warranted in either party's favor.

As with GEICO's common-law fraud, FDUTPA, and declaratory judgment claims, disputes of fact remain as to whether Shazam had valid assignments from which it could seek payment for windshield repairs and whether Shazam overcharged for windshield replacement or charged for replacement not actually conducted. See

Alhassid v. Bank of Am. NA, 60 F. Supp. 3d 1302, 1322 (S.D. Fla. 2014) (Bloom, J.) (stating that whether a party received a direct benefit from another is a factual question). As a result of these factual disputes, the Motions for summary judgment are **DENIED** as to the unjust enrichment claim.

V. Violations of the Repair Act (Count VII)

Both GEICO and Defendants seek summary judgment on GEICO's claim for Defendants' violations of the Repair Act. For the reasons articulated *supra*—namely that GEICO is not a customer entitled to sue under the Act—summary judgment is due to be **GRANTED** in favor of Defendants as to this cause of action.

VI. Defendants' Affirmative Defenses

Defendant Shazam seeks summary judgment on its affirmative defenses of waiver, voluntary payment and compulsory counterclaim. (Dkt. 48 at 34 – 36) Defendant's one-sentence conclusory argument in favor of summary judgment on its waiver and voluntary payment defenses is as follows: "Here, [GEICO] seeks to recover payments it voluntarily made to Shazam for windshield replacements at a time when, as an insurer, it had both the policy right and statutory obligation to investigate claims before paying them." (Id. at 35)

Likewise, pertaining to its compulsory counterclaim affirmative defense, Shazam's argument in total is as follows: "All of [GEICO's] claims in this case arose from the same operative facts as the facts of the underlying state court litigation, as a matter of undisputed record, and, in fact would have provided [GEICO] a defense to

the state court actions. However, [GEICO] undisputedly did not raise these issues as either affirmative defenses or compulsory counterclaims.” (Id. at 36)

Defendant points to no evidence of record to support either assertion. Courts are “under no independent obligation to rummage through the . . . exhibits submitted . . . in search of some excerpt that might bolster [a party’s] point.” Shaw v. City of Selma, 241 F. Supp. 3d 1253, 1280 (S.D. Ala. 2017), aff’d, 884 F.3d 1093 (11th Cir. 2018) (citing Rule Fed. R. Civ. P. 56(c)(3) (nothing that on summary judgment, “[t]he court need consider only the cited materials”); Thampi v. Manatee Cnty. Bd. of Commissioners, No. 8:07-CV-1445-TTGW, 2009 WL 3762088, at *4 (M.D. Fla. Nov. 9, 2009), aff’d sub nom. Thampi v. Manatee Cnty. Bd. of Comm’rs, 384 F. App’x 983 (11th Cir. 2010) (When the moving party has the burden of proof at trial, “it must affirmatively show the absence of a genuine issue of material fact by presenting credible evidence that would entitle it to a directed verdict if the evidence was not controverted at trial. If the moving party does not meet its burden, then the motion for summary judgment will be denied.”). Shazam likewise does not explain how the elements of voluntary payment doctrine or waiver have been met or analyze why the claims were compulsory in state court. Resol. Tr. Corp. v. Dunmar Corp., 43 F.3d 587, 599 (11th Cir. 1995) (“[T]he onus is upon the parties to formulate arguments.”).

Because Shazam does not reference specific evidence in the record, the arguments presented are conclusory and generic. As such, the request for summary

judgment on Defendants' affirmative defenses is due to be **DENIED** due to lack of development.

VII. CONCLUSION

Upon consideration of the foregoing, it is hereby **ORDERED** as follows:


1. Defendants' Motion for Summary Judgment, (Dkt. 48), is **GRANTED IN PART and DENIED IN PART** as stated below:

- a. Summary Judgment is **GRANTED** in favor of Martineau and against GEICO as to Counts II and IV of the Amended Complaint, asserted against Martineau for violations of the RICO Act and the Florida Civil Remedies for Criminal Practices Act.
- b. Summary Judgment is **GRANTED** in favor of Defendants and against GEICO as to Count VII, asserting violations of the Repair Act.
- c. Summary Judgment is **DENIED** with respect to Counts I (declaratory judgment), III (FDUTPA), V (common law fraud), and VI (unjust enrichment) to the extent they concern conduct **NOT** predicated on violations of the Repair Act.
- d. Defendants' special request for summary judgment for violation of the anti-SLAPP statute is **DENIED**.

2. Plaintiffs' Motion for Summary Judgment Against the Defendants, (Dkt. 46), is **DENIED**.

3. The stay of this matter is **LIFTED**. Within **fourteen (14) days** of the date of this Order, the Parties shall submit a status report advising the Court as to which deadlines remain to be reset and their availability for trial on the remaining issues in Counts I, III, V, and VI. Therein, the Parties shall also advise the Court if they ever completed mediation in this matter. In their Supplemental Scheduling Report, the Parties indicated that they had scheduled a mediation on June 9, 2020 before Mediator Rodney Max. (Dkt. 35 at n.1) However, there is no indication in the record that this mediation was ever completed.

DONE and ORDERED in Tampa, Florida this 9th day of August 2023.



MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel of Record
Any Unrepresented Party

IN THE COUNTY COURT OF HILLSBOROUGH COUNTY, FLORIDA
COUNTY CIVIL DIVISION

SHAZAM AUTO GLASS, LLO | MEGAN SWANSON
Plaintiff

Case No: 18-00-013421

vs

Division: M

GEICO GENERAL INSURANCE COMPANY
Defendant

Order Granting Plaintiff's Motion for Partial Summary Judgment As To Defendant's
Fourth Affirmative Defense

This matter came before the Court on January 14, 2022, on Plaintiff's Motion for Partial Summary Judgment/Disposition as to Defendant's Affirmative Defenses (the "Motion"). The Court reserved ruling as to Plaintiff's Motion for Partial Summary Judgment as to Defendant's Fourth Affirmative Defense based on Plaintiff's failure to comply with the Florida Motor Vehicle Act. The Court considered the Motion, Defendant's Response in Opposition to Plaintiff's Motion (the "Response"), Defendant's corporate representative's deposition transcript, Plaintiff's corporate representative's affidavit in support of the Motion, arguments presented by counsel for the parties, and applicable law.

The Florida Motor Vehicle Repair Act ("FMVRA") requires any "motor vehicle repair shop" to provide customers with "a written repair estimate" when "the cost of the repair work will exceed \$100 to the customer." Fla. Stat. § 559.905(1). The statute defines "customer" as "the person who signs the written repair estimate or any other person whom the person who signs the written repair estimate designates on the written repair estimate as a person who may authorize work." *Id.* Geico is not a customer, per the statutory definition; thus, Geico is not covered by FMVRA. See e.g. *Allstate Insurance Co., et al v. Auto Glass America, LLO and Charles Isaly*, 2019 WL 4751729,*8 (M.D. Fla. Sep. 30, 2019); *Government Employees Ins. Co., et al. v. Glassco, Inc., et al.*, 8:19-ov-1950-SDM-JSS, "Order" Dkt.# 59 (M.D. Fla. April 18, 2020) and *Government Employees Insurance Co., et al v. Glassco Inc., et al*, Case No. 8:19-ov-1950-KKM-JSS, "Order" Dkt. #148 (M.D. Fla. September 24, 2021). Since Geico cannot bring a FMVRA claim itself under the language of the statute against Shazam, Geico cannot plead an affirmative defense premised on the same statutory language.

Accordingly, it is hereby ORDERED AND ADJUDGED that Plaintiff's Motion for Partial Summary Judgment as to Defendant's Fourth Affirmative Defense regarding Plaintiff's Failure to Comply with the Florida Motor Vehicle Repair Act is GRANTED.

Done and Ordered in Hillsborough County, Florida this 8th day of March, 2022.

18-00-013421 3/8/2022 3:32:01 PM


18-00-013421 3/8/2022 3:32:01 PM

Lisa Allen, Judge

Copies Furnished To:

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MEGAN SWANSON
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Defendant

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JACKSONVILLE, FL 32202

GEICO GENERAL INSURANCE COMPANY
200 E. Gaines Street
Tallahassee, FL 32398

IN THE COUNTY COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
SMALL CLAIMS DIVISION

SHAZAM AUTO GLASS, LLC
a/a/o BRYCE FELDMAN

CASE NO.: 20-CC-038828
DIVISION: N

Plaintiff,

vs.

GEICO GENERAL INSURANCE COMPANY

Defendant,

ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY DISPOSITION AS
TO THE APPLICABILITY OF THE FLORIDA MOTOR VEHICLE REPAIR ACT

The Court heard Plaintiff's Motion for Summary Disposition as to the Florida Motor Vehicle Repair Act on November 16, 2021, at 1:30 p.m. Shazam asks this Court to conclude that the Act does not apply to this case, Geico has filed a written opposition. Having reviewed the record and heard counsel's argument, the Court orders that Shazam's motion be **GRANTED**.

DONE AND ORDERED in Chambers at Tampa, Hillsborough County,
Florida,

20-CC-038828 11/16/2021 5:54:12 PM
20-CC-038828 11/16/2021 5:54:12 PM

Michael J. Hood
County Judge

cc:
Anthony T. Prieto, Esq.
April Johnson, Esquire

IN THE COUNTY COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

SUPERIOR AUTO GLASS OF TAMPA
BAY, INC., a.a.o. Jean Fontaine,

Plaintiff,

vs.

Case No. 17-CC-041286

GOVERNMENT EMPLOYEES
INSURANCE COMPANY,

Division M

Defendant,

ORDER ON PLAINTIFF'S MOTION IN LIMINE CONCERNING
FLORIDA MOTOR VEHICLE REPAIR ACT AND STANDING

THIS CAUSE came before the Court on March 30, 2021 for a "Zoom" hearing on the "Plaintiff's Motion in Limine" concerning the Florida Motor Vehicle Repair Act and standing, filed on January 22, 2021, Having reviewed the motion, the Defendant's response in opposition, and the arguments of counsel, and being otherwise advised in the premises it is

ORDERED AND ADJUDGED as follows:

1. "Plaintiff's Motion in Limine" filed on January 22, 2021 is hereby **GRANTED** in part and **DENIED** in part as follows:

2. Plaintiff's motion seeks to exclude evidence and arguments at the parties' upcoming trial concerning two issues: (a) the Florida Motor Vehicle Repair Act (i.e., Ch. 559, Part IX, Fla. Stat.) (the "FMVRA"), and (b) standing.

3. FMVRA is not applicable to this cause of action. The Defendant is not a "customer" as that term is used by the FMVRA, and has no legal basis to assert a cause of action or a defense pursuant to the FMVRA. In all other respects, the FMVRA has no relevance to any of the material facts and legal issues in this case. Therefore, the Defendant is hereby prohibited from presenting any evidence or arguments pertaining to the FMVRA, its provisions, or any alleged violation of the FMVRA.

4. Next, the Plaintiff seeks to exclude any evidence or argument that the Plaintiff lacks standing to maintain the cause of action. The Plaintiff argues in support of its position, that a lack of

IN THE COUNTY COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

CERTIFIED WINDSHIELD, LLC
a/a/o RENIER GOBEA,

Plaintiff,

Case No. 13-CC-033676

v.

Division H

GEICO INDEMNITY COMPANY,

Defendant.

ORDER ON PLAINTIFF'S MOTION *IN LIMINE*
CONCERNING THE FLORIDA MOTOR VEHICLE ACT AND STANDING

THIS CAUSE came before the Court on Plaintiff's Motion *in Limine* Concerning the Florida Motor Vehicle Act and Standing (the "Motion *in Limine*"), and Defendant's Response in Opposition to Plaintiff's Motion *in Limine* (the "Response"). Having reviewed Plaintiff's Motion *in Limine* and Defendant's Response, heard arguments of the Parties on March 23, 2021, and being fully advised in the premises, the Court hereby

ORDERS as follows:

1. Plaintiff's Motion *in Limine* is **GRANTED IN PART**.
2. As it pertains to the Florida Motor Vehicle Repair Act (the "FMVRA"), Defendant is precluded from presenting evidence, testimony, or comment at the trial of this matter regarding any alleged violation of the FMVRA by Plaintiff.
3. As it pertains to Plaintiff's alleged standing, the Court reserves ruling on the issue. The parties may determine whether the issue of standing may be stipulated to as a non-issue, agree

that it involves factual issues appropriate for trial, or may otherwise file competing motions for summary judgment on the issue if needed,

DONE AND ORDERED in Tampa, Hillsborough County, Florida on this _____ day of _____, 2021,

13-cv-032678 3/31/2021 10:25:03 AM
13-cv-032678 3/31/2021 10:25:03 AM

THE HONORABLE JAMES S. MOODY, III
County Court Judge

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Attorneys for Defendant

IN THE COUNTY COURT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

QUALITY COUNTS AUTO GLASS, LLC,
As Assignee of BLUE OCEAN
MECHANICAL SERVICES,
Plaintiff(s),

Case No 19-CC-006280
Division H

vs.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,
Defendant(s),

FILED
CLERK OF CIRCUIT COURT
2019 OCT 23 AM 10:59
HILLSBOROUGH COUNTY
CIRCUIT CIVIL

**ORDER GRANTING PLAINTIFF'S MOTION FOR PARTIAL SUMMARY
JUDGMENT AS TO DEFENDANT'S SEVENTH AFFIRMATIVE DEFENSE ARISING
UNDER THE MOTOR VEHICLE REPAIR ACT**

THIS CAUSE came before the Court on Plaintiff's Motion for Partial Summary Judgment on Defendant's Seventh Affirmative Defense of the Motor Vehicle Repair Act ("Plaintiff's Motion for Partial Summary Judgment"). After reviewing the Court file, Plaintiff's Motion for Partial Summary Judgment, Plaintiff's Supplemental Authority in Support of its Motion for Partial Summary Judgment, and considering the arguments of counsel, the Court hereby finds as follows:

Defendant's Seventh Affirmative Defense to Plaintiff's Amended Complaint arises under Florida's Motor Vehicle Repair Act (the "MVRA"). Specifically, Defendant asserts that Plaintiff failed to provide its customer with a written estimate for a repair valued at greater than \$100.00 prior to the repair being performed as required by Florida Statutes § 559.905. Defendant asserts that, because Plaintiff performed the windshield replacement at issue in this action without first providing a written estimate, Defendant—the insurer—is not obligated to pay Plaintiff any amount over \$100.00. In response, Plaintiff's Motion for Partial Summary Judgment argues that Defendant, as the insurer, is not entitled to assert a defense arising under the MVRA.

The MVRA requires a written estimate to be provided "to the customer" when the cost of repair will exceed \$100.00. In turn, Florida Statutes § 559.903(1) defines the term "customer" to mean "the person who signs the written repair estimate or any other person whom the person who signs the written repair estimate designates on the written repair estimate as a person who may authorize repair work." Defendant does not meet the plain statutory definition of "customer" as defined by the MVRA, *Id.*; see also *Allstate et al. v. Auto Glass America, LLC and Charles Isaly*, 2019 WL 4751729, *8 (M.D. Fla. Sep. 30, 2019). Thus, Plaintiff's Motion for Partial Summary Judgment is due to be granted.

Moreover, the Court notes that Florida Statutes § 559.921 provides the remedies available for purported violations of the MVRA. Section 559.921 authorizes a "customer" injured by an alleged violation of the MVRA to bring an action for any damages sustained by virtue of the violation.¹ What the MVRA does not do, however, is establish an affirmative defense for insurers to raise as a bar to paying more than \$100.00 when a written estimate is not provided to the customer.

Based on the above, it is hereby **ORDERED AND ADJUDGED** that Plaintiff's Motion for Partial Summary Judgment as to Defendant's Seventh Affirmative Defense is hereby **GRANTED**.

DONE AND ORDERED in Hillsborough County this 2nd day of October, 2019.


Honorable Allison M. Ellison
County Court Judge

¹ The other remedies provided for in § 559.921 authorize the Department of State or State Attorney to take appropriate action.

CC:
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IN THE COUNTY COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA
GENERAL CIVIL DIVISION

QUALITY COUNTS AUTO GLASS
w/b/o OVERTURE'S FLOOR & FABRIC CARE

CASE NO.: 17CC025939
DIVISION: M

Plaintiff,

Vs.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY

Defendant.

QUALITY COUNTS
SUMMARY DISPOSITION
CIRCUIT COURT
HILLSBOROUGH COUNTY
FLORIDA
MAY 23 11 31 AM '18

ORDER ON COMPETING MOTIONS FOR SUMMARY DISPOSITION

THIS CAUSE came before the Court on April 9, 2018 on summary disposition filed by the Plaintiff, Quality Counts Auto Glass, as well as, on April 16, 2018 on summary disposition filed by the Defendant, State Farm Mutual Automobile Insurance Company. The Court, having considered the motions, the arguments of counsel, the admissible evidence, and being advised in the premises,

ORDERS AND ADJUDGES as follows:

A. Introduction

1. Plaintiff has brought the above-styled cause of action seeking overdue/unpaid benefits for windshield repair services rendered to the insured under the Physical Damages portion of the relevant policy of insurance;

2. In this matter, Overture's Floor & Fabric Care, the ("Insured") requested the Plaintiff replace a damaged windshield on a motor vehicle that had windshield replacement insurance issued by the Defendant. The Insured assigned his or her insurance benefits to the Plaintiff. The Plaintiff remediated the loss and submitted its bill to the Defendant in the amount of \$1,026.67. The Defendant did not pay the Plaintiff's billed amount, and instead paid Plaintiff \$311.49.

3. The action is centered around the language set forth in the relevant policy of insurance which states in part:

Insuring Agreement

1. Comprehensive Coverage

a. We will pay for loss, except loss caused by collision, to a covered vehicle,

* * *

c. The deductible does not apply to damage to the windshield of any covered vehicle.

* * *

Limits and Loss Settlement - Comprehensive Coverage and Collision Coverage

1. We have the right to choose to settle with you or the owner of the covered vehicle in one of the following ways:

a. Pay the cost to repair the covered vehicle minus any applicable deductible,

(1) We have the right to choose one of the following to determine the cost to repair the covered vehicle:

(a) The cost agreed to by both the owner of the covered vehicle and us;

(b) A bid or repair estimate approved by us;

or

(c) A repair estimate that is written based upon or adjusted to:

(i) the prevailing competitive price;

(ii) the lower of paintless dent repair pricing established by an agreement we have with a third party or the paintless dent repair price that is competitive in the market; or

(iii) a combination of (i) and (ii) above.

The prevailing competitive price means prices charged by a majority of the repair market in the area where the covered vehicle is to be repaired as determined by a survey made by us. If asked, we will identify some facilities that will perform the repairs at the prevailing competitive price. The estimate will include parts sufficient to restore the covered vehicle to its pre-loss condition.

You agree with us that the repair estimate may include new, used, recycled, and reconditioned parts. Any of these parts may be either original equipment manufacturer parts or non-original equipment manufacturer parts.

You also agree that replacement glass need not have any insignia, logo, trademark, etching, or other

- (2) The cost to repair the covered vehicle does not include.
- (3) If the repair or replacement of a part results in the betterment of that part, then you or the owner of the covered vehicle must pay for the amount of the betterment.
- (4) If you and we agree, then windshield glass will be repaired instead of replaced.

b. Pay the actual cash value of the covered vehicle minus any deductible.

4. Plaintiff contends that it has complied with all relevant terms of the policy and that the Defendant breached the policy when it did not pay out the loss pursuant to the Limits and Loss Settlement portion of the same. Plaintiff contends that the applicable provisions of the insurance policy purport to give the Defendant unbridled discretion in reimbursing windshield claims. Plaintiff contends that the Defendant has not clearly and unambiguously engaged in any meaningful exchange of information with the Plaintiff or the Insured, to determine how Defendant limited liability as to the amount of loss in accordance with the policy of insurance.

5. The Defendant filed a motion for summary disposition contending that it has paid out the loss pursuant to 1.a.(1)(b) of the Limit and Loss Settlement provision of the policy and has met its full liability. The Defendant contends that the Plaintiff did not provide timely notice of the loss, which has prejudiced the Defendant in not being able to inspect the loss. The Defendant also contends that Plaintiff's assignment is invalid as it was procured through a

fraudulent or negligent misrepresentation to the Insured. The Defendant also contends that Plaintiff promised the Insured that it would accept whatever amount paid by Defendant as payment in full and is therefore estopped from seeking recovery. Finally, the Defendant also contends that the Plaintiff failed to comply with Section 559.905, Florida Statutes because Plaintiff failed to provide the Insured with a written estimate prior to the repairs being performed and therefore the Defendant is not obligated to pay any amount over \$100,00 for the loss.

6. For the reasons set forth below, this Court concludes that the material facts are undisputed, and that as a matter of law, the Plaintiff is entitled to summary disposition, on the basis of Defendant's unlawful failure and/or refusal to pay the Plaintiff's full price charged.

B. Analysis

7. The Court has reviewed the deposition of Ulises Ibarra, the Plaintiff's corporate representative. Mr. Ibarra stated that the Plaintiff was hired by the Insured to remediate the loss and was provided a written assignment of benefits. Mr. Ibarra stated that he personally handled the claim and was the technician who performed the services. Mr. Ibarra stated that the Defendant was notified of the loss and coverage was confirmed on May 23, 2017 while on a three way call with himself, the Insured and the Defendant's third party agent, LYNX. Mr. Ibarra stated that coverage was confirmed, the job was completed on May 24, 2017, and that he submitted the invoice and related documents for payment to Defendant on the same date.

8. The Court has reviewed the deposition of the Insured's corporate representative, Jeremy Overturf. Mr. Overturf stated that he hired the Plaintiff to remediate the loss. Mr. Overturf confirmed that the Defendant was provided notice of the loss by way of a three way phone call with himself, the Defendant's agent, and Plaintiff. Mr. Overturf stated that Plaintiff did not explain the payment process with him in any fashion but that he was already familiar with the process due to previous claims.

9. This Court has reviewed the affidavit of Gerald Young, the Defendant's corporate representative. Mr. Young stated that the Defendant paid out the loss under the "bid or repair estimate approved by us" provision of the policy's "Limits of liability" for Comprehensive and Collision Coverages. Mr. Young stated that the amount paid by the Defendant is the "bid or repair estimate" based on bids or repair estimates obtained and approved by the Defendant in accordance with the policy's "Limit of Liability" for Comprehensive and Collision Coverages.

10. The Court has reviewed the deposition of Anrla Sparkman, the Defendant's corporate representative. Ms. Sparkman stated that the Defendant's first notice of the loss was on May 24, 2017, when the Plaintiff's invoice was submitted, and that she has no knowledge of any prior notice. Ms. Sparkman stated that the late notice prohibited the Defendant from conducting a timely inspection of the loss. Ms. Sparkman stated that the Defendant afforded coverage and paid out the loss pursuant to 1.a.(1)(b) of the Limit and Loss Settlement provision of the policy. Ms. Sparkman stated the Defendant received two bids from separate facilities, from LYNX. Ms. Sparkman stated that the Defendant paid the loss pursuant to the methodology set forth in their letter dated June 7, 2017 to the Insured. Ms. Sparkman stated that the Defendant did not pay either of the two bids received; rather the payment was made pursuant to Defendant's "adjusted system bid", which is an amount that she determined. Ms. Sparkman stated the Defendant did not receive any bid in the amount of \$311,49. Ms. Sparkman stated that she has no knowledge of any facts to support the Defendant's accusation that the Plaintiff procured the assignment under fraudulent or negligent misrepresentations to the Insured. Ms. Sparkman also stated that she has no knowledge of any facts to support the Defendant's allegation that the Plaintiff promised the Insured that it would accept whatever amount paid by Defendant as payment in full. Ms. Sparkman stated that the only repair estimate received or considered by the Defendant was the Plaintiff's.

11. During her deposition, Ms. Sparkman raised confidentiality, trade secret, and/or attorney-client privilege to every pertinent question posed by Plaintiff's counsel regarding: (a) notice and any prejudice that would stem from an alleged lack of notice; (b) whether the Defendant has communicated in any manner with the Insured regarding the subject loss; (c) whether the two bids reviewed for the loss were from facilities that were contractually obligated to provide a lower bid amount; (d) the Defendant's National Offer and Acceptance Program; (e) the "adjusted system bid" upon which the payment was allegedly based; (f) the Defendant's program pricing; (g) the information contained in the letter dated June 7, 2017; (h) how the document titled, "LYNX Services Job Lookup" is utilized by the Defendant; and (i) the meaning of the dispatch number noted on the Lynx Services Job Lookup.

12. Ms. Sparkman also stated that she has no knowledge of whether the Defendant ever inspected the vehicle pre or post-remediation. Nonetheless, the Defendant contends that it

was not afforded the opportunity to inspect the loss because the Plaintiff has breach the notice provision of the policy. That notice provision states in pertinent part:

INSURED'S DUTIES

2. Notice to Us of an Accident or Loss
The Insured must give us or one of our agents notice of the accident or loss as soon as reasonably possible.

6. Other Duties Under the Physical Damage Coverages
When there is a loss, you or the owner of the covered vehicle must:

c. allow us to:
(1) to inspect any damage property before its repair or disposal

13. This Court agrees with Plaintiff and finds that the Defendant waived its right to assert a coverage defense as to lack of notice when it afforded coverage and tendered payment. *Llerena v. Lumberman*, 379 So.2d 166 (Fla. 3rd DCA 1980); *Bear v. New Jersey Ins. Co.*, 138 Fla. 298, 189 So. 252 (1939); *English and American Ins. Co. v. Swain Groves, Inc.*, 218 So.2d 453 (Fla. 4th DCA 1969); *American Bankers Ins. Co. of Fla. v. Terry*, 277 So.2d 563 (Fla. 3^d DCA 1973).

14. Putting waiver aside, this Court agrees with Plaintiff and finds that both the Plaintiff and Insured confirmed that timely notice of the loss was given on May 23, 2017 while on a three way call with LYNX, the Defendant's third party administrator. This Court finds that the LYNX Services Job Lookup document for the relevant claims evinces that notice of the loss was generated on May 23, 2017. This Court duly notes that the letter dated June 7, 2017 from LYNX to the Insured patently evinces that a conversation did in fact take place on May 23, 2017 regarding the loss. This Court duly notes that the letter dated June 7, 2017 from LYNX to the Insured patently evinces that the Defendant's position is that they have met their obligations under the policy and there is no evidence to support the Defendant's suggestion that it did not receive notice. There is also no evidence that the Defendant requested or even considered inspecting the loss in any manner. This Court finds that policy language in question does not impose a specific time period that an Insured must wait for inspection after providing notice of a loss. Regardless, this Court notes that the plain language of Section 627.7288, Florida Statutes and the public policy implemented by that statute contemplate immediate replacement of

damaged windshields. See, Committee on Insurance, Staff Report, House Bill #357. As such, this Court finds that the undisputed material facts show that the Plaintiff and the Insured provided timely notice of the loss.

15. Putting proper notice and waiver aside, this Court agrees with Plaintiff and finds that the Defendant cannot maintain its lack of notice defense because the Defendant repeatedly refused to answer any questions pertinent to the prejudice they allegedly suffered. The Plaintiff has a right rebut any prejudice alleged as a result of Plaintiff's alleged untimely notice. The Defendant cannot allege that it has been prejudiced and then refuse to discuss the circumstances surrounding the alleged prejudice, and the nature, extent, and effect of such alleged prejudice. This Court also notes that the Defendant lacks any knowledge as to whether an inspection was even requested or performed for the loss. As such, the Court finds that the undisputed material facts fail to demonstrate that the Defendant was prejudiced by any allegedly untimely or insufficient notice of the loss.

16. This Court finds that the Defendant lacks any evidence to support its allegation that Plaintiff promised the Insured that it would accept whatever amount paid by Defendant as payment in full. As such, the Court finds that the undisputed material facts show the Plaintiff did not promise the Insured that it would accept whatever amount paid by Defendant as payment in full.

17. This Court finds that the Defendant lacks any evidence to support its accusation that Plaintiff's assignment was procured through a fraudulent or negligent misrepresentation to the Insured. As such, the Court finds that the undisputed material facts show that the assignment was not procured through a fraudulent or negligent misrepresentation to the Insured.

18. The Defendant bears the burden of proving its affirmative defenses. *Bankers Ins. Co. v. Randall Thomas*, 684 So.2d 246 (Fla. 2nd DCA 1996). Generally, the attorney-client privilege is not waived by bringing or defending a lawsuit. *Home Ins. Co. v. Advance Mach. Co.*, 443 So.2d 165, 168 (Fla. 1st DCA 1983). But, if proof of the claim would require evidence of the privileged matter, the privileged matter is discoverable. *Id.* This is a classic violation of the "sword and shield" doctrine. Under the sword and shield doctrine, a party who raises a claim or defense that will necessarily require proof by way of privileged evidence cannot also insist that the evidence is privileged and not subject to discovery. *Jenney v. Airdata Wilman, Inc.*, 846 So.2d 664, 668 (Fla. 2d DCA 2003), *offing*, *Savino v. Luolano*, 92 So.2d 817, 819 (Fla. 1957). See also,

Hoyas v. State, 456 So.2d 1225, 1229 (Fla. 3d DCA 1984) ("the privilege was intended as a shield, not a sword" and that "a party may not insist upon the protection of the privilege ... while disclosing other selected communications because they are self-serving"). Accordingly, with the exception of the defense directed to Section 559.905, the Defendant cannot maintain its affirmative defenses due to its refusal to address the facts surrounding those defenses based on its assertions of confidentiality, trade secret, and/or attorney client privilege.

19. Next, the Defendant misplaces its reliance on the Florida Motor Vehicle Repair Act (i.e., Ch. 559, Part IX, Fla. Stat.). That Act is a consumer protection law which might, under certain circumstances, provide certain remedies to a motor vehicle repair shop's customer and to certain state agencies, but the Act does not provide any remedies or even defenses to an insurance company. See, §559.903(1), Fla. Stat. (defining "customer" as "the person who signs the written repair estimate or any other person whom the person who signs the written repair estimate designates on the written repair estimate as a person who may authorize repair work"); §559.921, Fla. Stat. (describing available remedies for violations of the Act). In any event, assuming arguendo that the Act could somehow be applicable to this case, the Court finds: (a) the Defendant failed to present any evidence that the customer (i.e., the Insured) or the Defendant suffered any injury or other damages caused by any alleged violation of the Act; (b) the Defendant afforded coverage and waived its right, if any, to raise an alleged violation of the Act; (c) the Act is inapplicable under an assignment scenario; and (d) the customer knowingly and voluntarily waived its right, if any, to receive a written estimate.

20. Moreover, assuming arguendo that the Florida Motor Vehicle Repair Act can be invoked by the Defendant in this case, that Act only requires a written repair estimate when "the cost of ... repair work will exceed \$100 to the customer..." § 559.905(1), Fla. Stat. (emph. added). In contrast, under Section 627.7288, the Florida Legislature has mandated that drivers with windshield insurance must be covered without any deductible. In other words, under Section 627.7288, the Insured cannot be held responsible for paying any portion of a windshield repair or replacement job that is covered by such insurance. Under these unique circumstances, it is difficult to envision a scenario were the Florida Motor Vehicle Repair Act would be applicable to a windshield repair or replacement job that is covered by insurance without any deductible, because the cost "to the customer" is always required to be zero as a matter of law.

21. This Court finds that the admissible undisputed evidence conclusively establishes that the Plaintiff has complied with all relevant portions of the insurance policy.

22. This Court finds that the Defendant's letter dated June 7, 2017 to the Insured, as well as the affidavit of the Defendant's corporate representative reference a payment methodology that is not found in the insurance policy. If applicable, the standard set forth in under section 1.a.(1)(b) of the Limits and Loss Settlement portion of the policy requires that the Defendant must receive a true bid or repair estimate and pay the same. The Defendant has not presented any evidence of any bid or repair estimate provided to the Defendant, upon which payment was allegedly based, in the amount of \$311.49. To the contrary, Ms. Sparkman stated that the only repair estimate received or considered by the Defendant was the Plaintiff's. As such, this Court agrees with Plaintiff and finds that the Defendant did not reimburse Plaintiff pursuant to a bid or repair estimate according to section 1.a.(1)(b) of the insurance policy, or any other relevant portion of that policy.

23. The Court further finds that the applicable provisions of the insurance policy purport to give the Defendant unbridled discretion in reimbursing windshield replacement claims. The Limit and Loss Settlement section of the insurance policy does not clearly identify or describe the manner upon which comprehensive and collision losses will be settled. The Defendant contends that the relevant loss falls within sections 1.a.(1)(a)(b) and (c). However, those sections only speak in terms of repair, and the policy draws an express distinction between repairs and replacements of windshields at subsection (4). The loss at issue is a replacement not a repair. As such, this Court finds that the insurance policy does not clearly and unambiguously put its insureds on notice as to how windshield replacement losses that fall within the Physical Damage portion of the insurance policy will be reimbursed. *See, Getco Gen. Ins. Co. v. Virtual Imaging Services, Inc.*, 141 So.3d 147, 157 (Fla. 2013).

24. Accordingly, the Court finds that the undisputed material facts in this case demonstrate that the Plaintiff has complied with all relevant terms of the policy of insurance.

C. Conclusion

25. Based on the foregoing, the Defendant's motion for summary disposition is DENIED, and Plaintiff's motion for summary disposition is hereby GRANTED. The Plaintiff's

damages are set in the amount of \$715.18, the difference between the amount charge by Plaintiff and the amount paid by Defendant.

26. This is a non-final order. The Court hereby reserves jurisdiction to determine the Plaintiff's claims for attorneys' fees, costs and interest.

DONE AND ORDERED, in chambers, in Tampa, Hillsborough County, Florida, on this 21 day of May, 2018.


Honorable Herbert M. Berkowitz
County Court Judge

Conformed copies to:

Plaintiff's counsel - Anthony T. Prieto, Esquire,

Defendant's counsel - Kristen Gonzalez, Esquire

**IN THE COUNTY COURT OF HILLSBOROUGH COUNTY, FLORIDA
COUNTY CIVIL DIVISION**

GLASSCO INC., ; FLORIVE FIGUEROA
Plaintiff

Case No: 16-CC-031285

vs

Division: M

GEICO GENERAL INSURANCE COMPANY
Defendant

**Order Granting Plaintiff's Motion for Summary Judgment as to Standing,
Waiver/Estoppel and Prevailing Competitive Price**

THIS CAUSE having come before the Court at hearing[1] on January 12, 2023 on Glassco, Inc.'s Motion for Summary Judgment as to Standing, Motion for Summary Judgment as to Waiver/Estoppel, Motion for Summary Judgment as to Florida Motor Vehicle Repair Act ("FMVRA"), Plaintiff's Motion for Summary Disposition and/or Summary Judgment as to Prevailing Competitive Price, Plaintiff's Motion to Strike Defendant's Claims History Data Spreadsheet, Plaintiff's Notice of Filing Deposition Transcript Susanna Eberling, Plaintiff's Notice of Filing Affidavit of Plaintiff, Plaintiff's Notice of Filing Deposition Transcript of Paul Baumann, Plaintiff's Notice of Filing numerous Deposition Transcripts and Trial Transcripts, Plaintiff's Notice of Filing Deposition of Katie Land, Defendant's Response In Opposition to Plaintiff's Motion for Summary Judgment, Defendant's Notice of Filing Affidavit of Katie Land in Support of Defendant's Response in Opposition to Plaintiff's Motion for Summary Judgment, Defendant's Response In Opposition to plaintiff's Motions for Summary Judgment as to Standing , Defendant's Response In Opposition to Plaintiff's Motion for Summary Judgment as to the Florida Motor Vehicle Repair Act, Defendant's Response In Opposition to Plaintiff's Motion for Summary Judgment as to Waiver/Estoppel, and Defendant's Response In Opposition to Plaintiff's Motion to Strike Defendant's 2016 Claims History Data Spreadsheet.

I. Procedural History,

On September 21, 2016, Plaintiff, Glassco Inc. ("Glassco") as assignee of Florive Figueroa ("Insured"), filed a Complaint and Demand For Jury Trial against Defendant, Geico General Insurance Company, alleging two counts (Count I – Action for Declaratory Relief and Count II –

Case #: 16-CC-031285

Claim for Benefits) and demanding damages less than \$500.00. Thus, this case initially proceeded under the Florida Small Claims Rules. On December 14, 2021 a Differentiated Case Management Order was entered by the Court. On November 23, 2022, the Court entered an Amended Order Invoking Full Florida Rules of Civil Procedure requiring the Defendant to file a responsive pleading to the Complaint within twenty days of the entry of the order. On November 28, 2022, the Court entered an Order Setting Cause for Bench Trial and Pretrial Conference. On December 6, 2022, Plaintiff filed the four Motions for Summary Judgment at issue herein and a Motion to Strike Defendant's Claims History Data Spreadsheet. On December 7, 2022, Defendant filed an Answer and Affirmative Defenses asserting five affirmative defenses ((1) failure to state a cause of action for declaratory relief; (2) Gelco paid the prevailing competitive price; (3) equitable estoppel based on course of dealings; (4) waiver based on knowledge of Gelco's payment parameters; and (5) lack of standing based on insufficiency of assignment of benefits.

II. Background Facts.

This matter involves a policy of automobile insurance that was issued by Defendant in favor of the Insured. The automobile policy issued ("Insurance Policy") expressly provides comprehensive collision coverage for physical damage to the windshield of the Insured. Within the policy period, the Insured vehicle suffered a covered loss in the form of windshield damage. Within a reasonable time after the loss, the Defendant was notified of the loss sustained, provided with all details surrounding the loss, that Plaintiff was selected by the Insured to replace the Insured vehicle's windshield, and that the Insured executed an assignment of benefits in favor of the Plaintiff. Plaintiff replaced the Insured's windshield, and thereafter provided Defendant the work order, assignment of benefits, and invoice. In response to Plaintiff's invoice, Defendant paid an amount less than the full invoiced price. Thereafter, in 2016, Plaintiff filed the instant cause of action.

III. New Summary Judgment Standard.

Since the summary judgment motions at issue were filed and heard after May 1, 2021, the Court applied Florida's new summary judgment standard. *See* In re Amendments to Fla. R. Civ. P. 1.510, 317 So. 3d 72, 76 (Fla. 2021). The summary judgment standard provided for in this rule shall be

construed and applied in accordance with the federal summary judgment standard articulated in *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242 (1986); and *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574 (1986). Under the new standard, the parties' summary judgment burdens varied depending on who would have bore the burden of persuasion at trial. See In re Amendments to Fla. R. Civ. P. 1.510, 309 So. 3d 192, 193 (Fla. 2020), see also *Chowdhury v. BankUnited, N.A.*, 2023 WL 2777484, *3 (Fla. 3d DCA April 5, 2023).

Specifically, a party seeking summary judgment bears the initial responsibility of providing the court the basis of the motion for summary judgment, and identifying the portions of the pleadings, depositions, discovery, together with affidavits, if any, which the moving party believes demonstrates the absence of a genuine issue of material fact. See *Celotex Corp.*, 477 U.S. at 323. Summary judgment is then mandated against the nonmoving party who fails to make a showing sufficient to establish that existence of an element essential to the nonmoving party's case, and on which that party will bear the burden of proof at trial. *Id.* At 322. "In such a situation, there can be "no genuine issue as to any material fact," since a complete failure of proof concerning an essential element of the nonmoving party's case necessarily renders all other facts immaterial," *Id.*

Likewise, the "mere existence of some alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no genuine issue of material fact," *Anderson*, 477 U.S. 242 at 247; see also *Matsushita Elec. Indus. Co., Ltd.*, 475 U.S. 574, 587 (the nonmoving party must come forward with specific facts showing that there is a genuine issue for trial and must do more than simply show that there is some "metaphysical doubt" as to the material facts), "As to materiality, the substantive law will identify which facts are material. Only disputes over facts that might affect the outcome of the suit under the governing law will properly preclude the entry of summary judgment. Factual disputes that are irrelevant or unnecessary will not be counted." *Id.* At 248. That is, while the materiality determination rests on the substantive law, it is the substantive law's identification of which facts are critical and which facts are irrelevant that governs," *Id.*

Under the new summary judgment standard, though, "[w]hen opposing parties tell two different

stories, one of which is blatantly contradicted by the record, so that no reasonable jury could believe it, a court should not adopt that version of the facts for purposes of ruling on a motion for summary judgment." In re Amendments to Fla. R. Civ. P. 1.510, 317 So. 3d at 75-76 (quoting *Scott v. Harris*, 550 U.S. 372, 380, 127 S.Ct. 1769, 167 L.Ed.2d 686 (2007)) see also *Ibarra v. Ross Dress for Less, Inc.*, 350 So.3d 465, 467-468 (Fla. 3d DCA 2022). Our new summary judgment standard mirrors the standard for a directed verdict such that the inquiry focuses on "whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law." In re Amendments to Fla. R. Civ. P. 1.510, 309 So. 3d at 192 (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 251-52, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986)).

IV. Analysis,

A. Affirmative Defense of Waiver/Estoppel.

Waiver is the intentional or voluntary relinquishment of a known right or conduct which infers the relinquishment of a known right. *Taylor v. Kenco Chemical & MFG. Corp and Emerald Manufacturing Co., Inc.*, 465 So. 2d 581, 588 (Fla. 1st DCA 1985). The essential elements of waiver are (1) the existence at the time of the waiver of a right, privilege, advantage, or benefit which may be waived; (2) the actual or constructive knowledge of the right; and (3) the intention to relinquish the right. *Taylor*, 465 So. 2d 581, 588. Waiver may be express, or implied from conduct or acts that lead a party to believe a right has been waived. *Id.* However, when waiver is to be implied from conduct, "the acts, conduct, or circumstances relied upon to show waiver must make out a clear case." *Id.*

Specifically, Defendant alleges that Plaintiff waived its right to seek the full amount available under the terms of the subject insurance policy by receiving a Gelco Glass Pricing Agreement form letter dated September 11, 2008 (hereinafter referred to as the "Gelco Glass Pricing Form Letter") with Gelco's fixed pricing parameters and then performing the windshield installation over eight years later in 2016. The Gelco Glass Pricing Form Letter reads in pertinent part:

Thursday, September 11, 2008

Re: GEICO Glass Pricing Agreement

Dear Shop Owner/Manager:

We appreciate the glass service you provide to GEICO insureds. We are writing to inform you of GEICO's new pricing agreement that will apply to glass service provided in your local market. These rates are competitive for your market. These prices are not the lowest available to us. All pricing is based on the most current published NAGS benchmark list. Invoices from you that are accurate and not exceeding this pricing structure will be paid promptly as submitted. All future invoices will be honored in accordance with these established rates. The pricing structure is as follows effective for services performed on or after September 18, 2008:

NAGS Windshield:	47%	Off(-) NAGS List
NAGS Tempered:	47%	Off(-) NAGS List
Labor:	\$40.00	Per NAGS Hour
High Modulus/ Non-Conductive Urethane	\$20.00	1.0 Klt
	\$30.00	1.5 Klt
	\$40.00	2.0 Klt
All other urethanes:	\$15.00	per NAGS klt quantity
Windshield Repairs:	\$49.95	\$10 For each additional break Maximum of 3 repairs total

This pricing agreement applies to all invoices submitted for services performed on or after September 18, 2008 and supersedes all prior pricing agreements. We reserve the right to change these rates at any time in the future. If you perform glass replacement or repair services for any GEICO customer after the effective date, it is understood that those services are being performed in accordance with the terms of this letter.

Our policyholders have the right of personal choice and preference in their selection of an automobile glass shop. However, because we are obligated, on behalf of all of our policyholders, to pay only the competitive market value for glass repairs and replacement services, you may consider refusing the job if you are unwilling to provide service at the prices GEICO has offered above. Nothing contained in any oral or written notice received by us or our agent from you purporting to reject such pricing for services you may render for any of our insureds will be binding on us or otherwise require us to pay you additional sums for services rendered.

If you desire to bill for more than GEICO's competitive pricing as stated above, you must advise our policyholders prior to initiating glass repair/replacement so that they can determine whether they are willing to pay the additional costs for your services.

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The SGC Network is administering our glass program. To ensure expedited processing, please submit your invoices to:

GEICO
P.O. Box 182276
Columbus, OH 43218-2276

We look forward to working with you in providing glass service to our customers.

* * *

Sincerely,

John Little
Assistant Vice President
GEICO

[See Exhibit "C" attached to Plaintiff's Statement of Claim/Complaint And Demand For Jury Trial.]

The Geico Glass Pricing Form Letter is not addressed to a particular company or signed by anyone. It does not mention a particular insured, claim number, policy number, local market or state. It does not explain how paying 47% off of the NAGS² list price is "competitive". It reserves the right to "change these rates at any time in the future." It is inconsistent with the Insurance Policy language which states, in pertinent part: "Although you [insured] have the right to choose any repair facility or location, the limit of liability for repair or replacement of such property is the prevailing competitive price which is the price we can secure from a competent and conveniently located repair facility."³ In addition, the Geico Glass Pricing Form Letter uses the terms "rates competitive for your market", "competitive market value for glass repairs and replacement services" and "Geico's competitive pricing" interchangeably. These terms do not mean the same thing, nor are they consistent with the Insurance Policy language which requires Geico to pay the "prevailing competitive price to repair or replace the property at the time of loss." Finally, the Geico Glass Pricing Form Letter is not an "agreement"; rather, it is Geico's attempt to fix or set the amount it pays glass service providers for windshield replacement or repairs at a price that is competitive for Geico. Absolutely no evidence has been presented by Geico supporting its assertion that Geico's price parameters are the "prevailing competitive price to repair or replace the property at the time of

loss.”

Plaintiff presented evidence in the form of an affidavit from John Bailey, the owner of Glassco, Inc., and the testimony of Defendant's corporate representative. The affidavit of John Bailey demonstrates that Plaintiff never intended to relinquish any right to full payment of its invoice and never made any representations that it would accept Defendant's payment parameters. Also, the testimony of Defendant's corporate representative demonstrates that Defendant never received a "Gelco" work order back with Plaintiff's signature on it and also demonstrates that Plaintiff never contacted Defendant and indicated that it was accepting Defendant's pricing parameters. Defendant has not provided any evidence that Plaintiff intended to relinquish its rights to full payment of its invoice. There is no evidence of intentional waiver by Plaintiff on which a jury could reasonably find for Defendant. Thus, the Court finds Defendant's affirmative defense of waiver or estoppel fails and that summary judgment should be granted in Plaintiff's favor on this issue.

B. Affirmative Defense of Lack of Standing.

"Standing is ... that sufficient interest in the outcome of litigation which will warrant the court's entertaining it." *Gen. Dev. Corp. v. Kirk*, 251 So.2d 284, 286 (Fla. 2d DCA 1971). At any one time, only the insured or the assignee service provider "owns" the cause of action against the insurer for after-loss benefits. See *Oglesby v. State Farm Mut. Auto. Ins. Co.*, 781 So.2d 469, 470 (Fla. 5th DCA 2001). For a service provider to bring an action for after-loss benefits under an insurance policy, the insured must assign his or her right to such benefits under the policy to the service provider.

All contractual rights are assignable unless the contract prohibits the assignment, the contract involves obligations of a personal nature, or public policy dictates against the assignment." *Kohl v. Blue Cross & Blue Shield of Fla., Inc.*, 988 So.2d 654, 658 (Fla. 4th DCA 2008). Section 627.422 of the *Florida Statutes*, provides that, "A policy may be assignable, or not assignable, as provided by its terms." *Fla. Stat. § 627.422*. Thus, a provision in an insurance contract prohibiting assignment of the policy is enforceable under the plain language of Section 627.422. The purpose of an anti-assignment provision is to protect an insurer against "unbargained-for risk." *Lexington Ins. Co. v.*

Simkins Indus., Inc., 704 So.2d 1384, 1386 (Fla. 1998). Nevertheless, a post-loss assignment of a benefit under a policy, such as the right to seek payment under a policy for mitigation services rendered, will not constitute an assignment of the policy to a third-party assignee. *Bioscience W., Inc. v. Gulfstream Prop. & Cas. Ins. Co.*, 185 So.3d 638, 641 (Fla. 2d DCA 2016) ("An assignment before a loss involves a transfer of a contractual relationship, whereas an assignment after a loss is the transfer of a right to money claim,").

Upon this premise, Florida courts have allowed insureds to assign insurance proceeds to a third party after a loss, even without the consent of the insurer. This exception to the general rule is based on the theory that the insured's post-loss assignment of his right to insurance proceeds will not affect the insurer's liability for payment, because the insurer's duty under the policy is already established. See *Highlands Ins. Co. v. Kravecas* 719 So. 2d 320, 321-22 (Fla. 3d DCA 1998). In other words, the insurer's risk should not expand by substituting the identity of the party to whom payment is to be made under the policy. Based on an assignment, the assignee "stands in the shoes" of the assignor and has the same rights and status of the assignor. *Profl Consulting Serv., Inc. v. Hartford Life & Accident Ins. Co.*, 849 So.2d 446, 447 (Fla. 2d DCA 2003). If an insured assigns his or her rights to insurance benefits to a service provider, that assignment transfers the insured's cause of action to the provider. *Schuster v. Blue Cross & Blue Shield of Fla., Inc.*, 843 So.2d 909, 911 (Fla. 4th DCA 2003).

Plaintiff attached a copy of the signed assignment of benefits to the complaint and its corporate representative's Affidavit in Support of Plaintiff's Motion. The Affidavit further attests that the assignment of benefits is a business record of Plaintiff.

After Plaintiff met its initial burden at the summary judgment stage of presenting evidence sufficient to show there is no issue of material fact, the burden to show that issues of material fact remain shifted to Defendant; however, Defendant failed to provide any record evidence to dispute Plaintiff's showing of standing sufficient to preclude summary judgment as to this affirmative defense. In addition, Defendant made a partial payment to Plaintiff, thus acknowledging Plaintiff's standing to receive an after-loss benefit on behalf of the insured. Accordingly, the Court finds that

there is not a genuine dispute as to any material fact and that Plaintiff is entitled to summary judgment in its favor as a matter of law as to Defendant's affirmative defense regarding standing lack of standing.

C. Affirmative Defense of FMVRA.

Plaintiff's Motion for Summary Judgment as to Florida Motor Vehicle Repair Act ("FMVRA") is denied as moot, as the Defendant did not raise FMVRA as an affirmative defense. Nevertheless, even if Defendant had properly pled this issue as an affirmative defense, such defense is not available to Defendant, as an insurer, under Florida law.

The Florida Motor Vehicle Repair Act ("FMVRA") requires any "motor vehicle repair shop" to provide customers with "a written repair estimate" when "the cost of the repair work will exceed \$100 to the customer," Fla. Stat. § 559.905(1). The statute defines "customer" as "the person who signs the written repair estimate or any other person whom the person who signs the written repair estimate designates on the written repair estimate as a person who may authorize work," *Id.* Defendant Gelco is not a customer, per the statutory definition; thus, Gelco is not covered by FMVRA. See e.g. *Allstate Insurance Co., et al v. Auto Glass America, LLC and Charles Isaly* 2019 WL 4751729, *8 (M.D. Fla. Sep. 30, 2019); *Government Employees Ins. Co., et al. v. Glassco, Inc., et al.*, 8:19-cv-1950-SDM-JSS, "Order" Dkt.# 59 (M.D. Fla. April 16, 2020); and *Government Employees Insurance Co., et al v. Glassco Inc., et al* Case No. 8:19-cv-1950-KKM-JSS, "Order" Dkt. #148 (M.D. Fla. September 24, 2021). Since Defendant cannot bring a FMVRA claim itself under the language of the statute against Plaintiff, Defendant cannot plead an affirmative defense premised on the same statutory language.

D. Affirmative Defense of Prevailing Competitive Price.

Defendant asserts that it paid the prevailing competitive price consistent with the Limit of Liability for Loss provision contained in the Insurance Policy, which states in pertinent part:

Physical Damage Limit of Liability:

Will not exceed the prevailing competitive price to repair or replace the

property at the time of *loss*, or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality and will not include compensation for any diminution of value that is claimed to result from the *loss*. Although *you* have the right to choose any repair facility or location, the limit of liability for repair or replacement of such property is the prevailing competitive price which is the price we can secure from a competent and conveniently located repair facility. At *your* request, we will identify a repair facility that will perform the repairs or replacement at the prevailing competitive price.

Defendant's partial payment amount in 2016 was consistent with the Geico Glass Pricing Form Letter dated February 6, 2012, as follows:

NAGS Windshield:	50%	Off (-) NAGS List
NAGS Tempered: Labor:	50% \$40.00	Off (-) NAGS List Per NAGS Hour
High Modulus/ Non-Conductive Urethane	\$20.00	1.0 klt
	\$30.00	1.5 klt
	\$40.00	2.0 klt
All Other urethanes:	\$15.00	per NAGS klt quantity
Windshield Repairs:	\$60.00	Flat Per Windshield
Molding Discounts:	20%	Off (-) Precision List

Notably, this pre-determined, fixed pricing structure is not found anywhere within the subject policy of insurance applicable to this claim.

The appellate courts have spoken as to what the proper amount reimbursement ("Prevailing Competitive Price") is for a windshield replacement as it relates to the relevant portion of the Limit of Liability of the Insurance Policy. The Prevailing Competitive Price has been defined as: "the price [GEICO] can secure from a competent and conveniently located repair facility," Which was neither "the price set in an agreement between GEICO and a particular provider" nor "the windshield

companies' proposed rates, which have been negotiated with no one...[t]he test is what the service would cost in a competitive market in a normal, arms' length transaction." See, *Gov't Employees Ins. Co. v. Superior Auto Glass of Tampa Bay, Inc. a.o. Matthew Dick Slip Op.*, Case No. 19-CA-3571 (Fla. 13th Jud. Cir. App. Div. Oct. 2, 2020) ("*Dick II*"), citing, *Gov't Employees Ins. Co. v. Superior Auto Glass of Tampa Bay, Inc., a.o. Matthew Dick* 26 Fla. L. Weekly Supp. 876a (Fla. 13th Cir. App. Div. March 27, 2018); ("*Dick I*").

After *Dick II*, the appellate court expounded and reiterated the *Dick I* opinion in *Gov't Employees Ins. Co. v. Superior Auto Glass of Tampa Bay, Inc., a.o. David Gilbo Slip Op.*, Case Nos. 19-CA-575 and 19-CA-654 (Fla. 13th Jud. Cir. Ct. App. Div. Oct. 13, 2020) ("*Gilbo*") and stated the following as to the Defendant's "network pricing": "The price must be both prevailing and competitive...[t]he carrier cannot say 'prevailing competitive price' is the limit of its liability and then effectively limit its exposure to a lower price it alone could obtain through a non-open-market transaction. Under the policy language, the test is what the service would cost in a competitive market in a normal, arms' length non-insurance transaction. This is hardly a new or mysterious concept in the law."

In support of Plaintiff's Motion for Summary Judgment, Plaintiff filed the unrefuted affidavit of John Bailey, owner of Glassco, Inc., identifying the competency of Glassco, Inc. and its technician, the convenience of location for the subject windshield replacement to occur (i.e. the location designated by the customer), and the factors considered when Glassco, Inc. set its prices, identifying Glassco, Inc.'s prices as its usual and customary, fair market, reasonable, prevailing and competitive prices, charged for the windshield replacement service at issue in this matter.

After Plaintiff met its initial summary judgment burden to show Defendant's affirmative defense is not supported by the evidence, the burden shifted to Defendant to show there remains an issue of material fact regarding this defense; however, Defendant has not submitted any relevant admissible evidence to demonstrate that it paid the claim pursuant to its Limits of Liability portion of the subject insurance policy.[4] Accordingly, the Court finds that there is not a genuine dispute as to any material fact and that Plaintiff is entitled to summary judgment in its favor as a matter of law as to

Defendant's affirmative defense regarding whether it paid the prevailing competitive price pursuant to the Insurance Policy,

Upon consideration of the applicable law, counsel's arguments, the record evidence, and being otherwise duly advised in the premises it is hereby, **ORDERED AND ADJUDGED** that:

- a) Plaintiff's Motion for Summary Judgment as to Standing is **GRANTED** for the reasons stated herein,
- b) Plaintiff's Motion for Summary Judgment as to Waiver/Estoppel is **GRANTED** for the reasons stated herein,
- c) Plaintiff's Motion for Summary Judgment as to Florida Motor Vehicle Repair Act ("FMVRA") is **DENIED AS MOOT**,
- d) Plaintiff's Motion for Summary Disposition and/or Summary Judgment as to Prevailing Competitive Price is **GRANTED** for the reasons stated herein,
- e) Plaintiff's Motion to Strike Defendant's 2016 Claims History Data Spreadsheet is **GRANTED**,
- f) All other pending motions are rendered **MOOT**,

1. Plaintiff is awarded and shall recover from the Defendant the following amounts as identified below, which shall bear interest at the statutory rate, for all of which, let execution issue. Defendant shall pay Plaintiff such amounts as identified herein within thirty (30) days of the execution of this order and final judgment.

1. Florive Figueroa: Plaintiff is awarded and shall recover from Defendant damages in the amount of \$677.00 less any amount previously paid by Defendant, plus pre-judgment interest accruing 30 days from the date of the invoice, through the date of this judgment, plus post-judgment interest on the combined amount, at the interest rates established pursuant to Section 55.03(1), Florida Statutes, for all of which, let execution issue.

- g) The Court hereby reserves jurisdiction to determine claims for reasonable attorneys' fees and costs.

[1] Identical pleadings, defenses and affidavits were filed by Glassco and Geico in Case Nos. 16-CC-40804, 16-CC-31285 and 16-CC-40809). The parties agreed and the Court consented to apply all arguments and rulings at the January 12, 2023 hearing to these three cases.

[2] "NAGS" is an acronym for "National Auto Glass Specifications" Calculator and Catalog.

[3] Notably, Fla. Stat. §627.7288 entitled "Comprehensive coverage; deductible not to apply to motor vehicle glass" states: "The deductible provisions of any policy of motor vehicle insurance, delivered or issued in this state by an authorized insurer, providing comprehensive coverage or combined additional coverage shall not be applicable to damage to the windshield of any motor vehicle covered under such policy." Thus, the Insurance Policy's "limit of liability" language is meaningless as to any amount that the insured would be expected to cover in excess of the insured's deductible. The insured has no incentive nor obligation to "shop around" for a "prevailing competitive price."

[4] Geico's 2016 Claims History Spreadsheet is not admissible as a business record because it is a massive, single-spaced spreadsheet exceeding 1,000 pages which includes information maintained by and obtained from non-parties. Furthermore, the 2016 Claims History Spreadsheet does not fall under the Rule 90.956 exception to the Evidence Code for Summaries, because Defendant has not (and apparently) can not provide the originals or duplicates of the data from which the summary is compiled available for examination or copying, or both, by other parties at a reasonable time and place. Accordingly, there is no way for other parties, the Court or a fact finder to verify or confirm the data contained in the excel spreadsheet.

Done and Ordered in Hillsborough County, Florida this 15th day of June, 2023.

ELECTRONICALLY CONFORMED 6/15/2023

Lisa Allen, Judge

Copies Furnished To:

Plaintiff

GLASSCO INC.,
808 West DeLeon St.
Tampa, FL 33606

FLORIVE FIGUEROA

Attorney: CHRISTOPHER P. CALKIN ESQ
THE LAW OFFICE OF CHRISTOPHER P. CALKIN
P.A.
808 W DE LEON ST
TAMPA, FL 33606

Defendant

GEICO GENERAL INSURANCE COMPANY
c/o Chief Financial Officer
200 E. Gaines St.
Tallahassee, FL 32399

Attorney: ASHLEY ROOF
THE LAW OFFICE OF ALEXA C. SALEM
111 N ORANGE AVE STE 1600
ORLANDO, FL 32801

Attorney: LEONARD EVANS CLARK

Case #: 16-CC-031285

LAW OFFICE OF DAVID S. DOUGHERTY
(GEICO)
4300 W CYPRESS ST
TAMPA, FL 33607

Case #: 16-CQ-031285

**CONFIDENTIAL SETTLEMENT AND RELEASE
AGREEMENT**

THIS CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is entered into as of May 19, 2023 (the "Effective Date") between Glassco, Inc. ("Glassco") and Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company and GEICO Casualty Company and their affiliated companies (collectively "GEICO"). Glassco and GEICO are referred to as the "Parties."

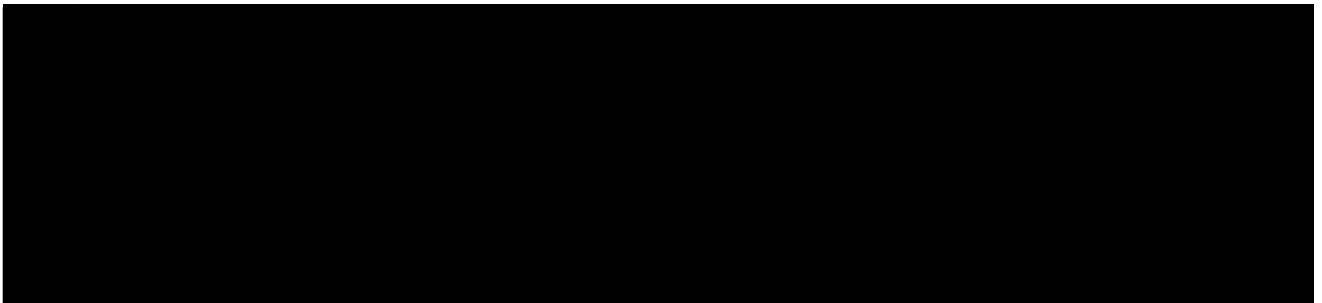
RECITALS

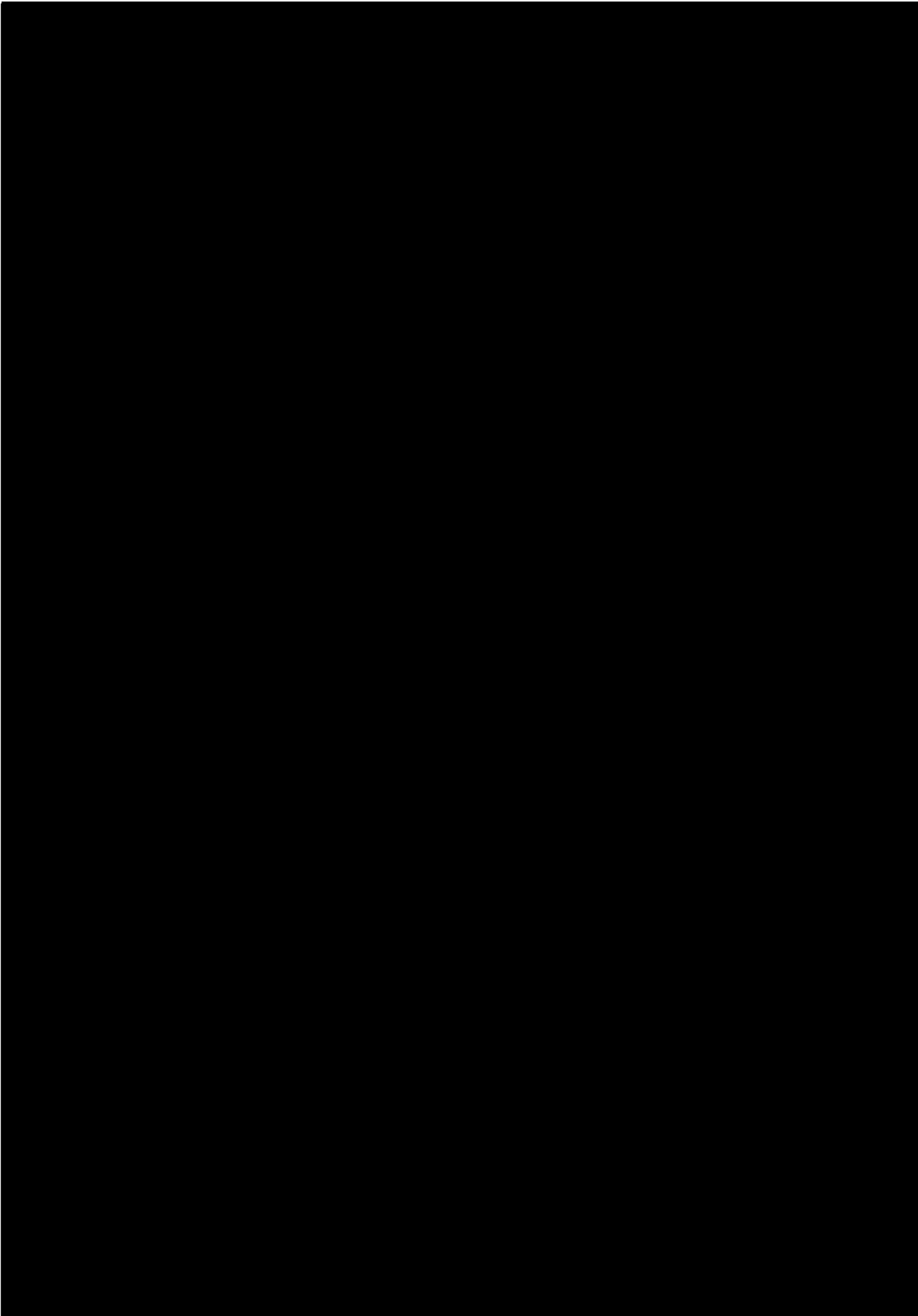
WHEREAS, the Parties are presently engaged in numerous actions pending in several Florida County Courts (collectively the "State Court Actions");

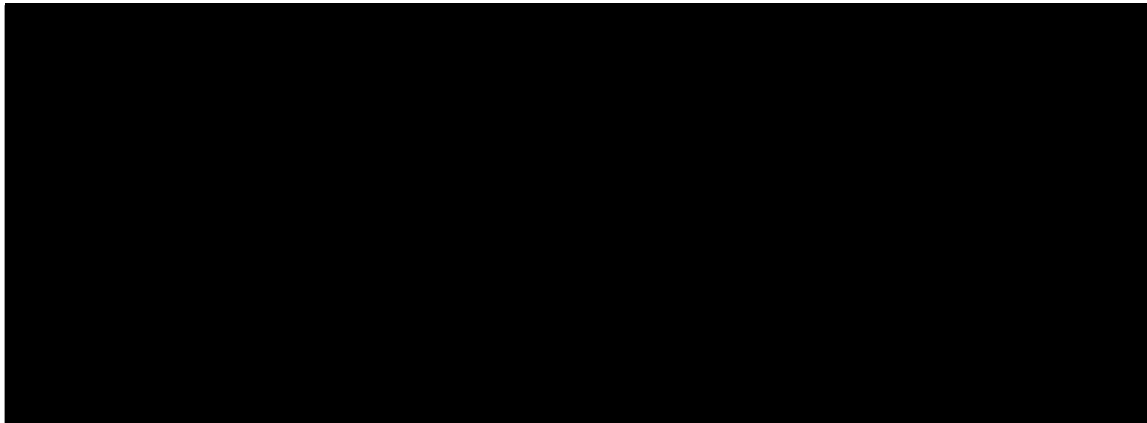
WHEREAS, the Parties also have disagreements and disputes regarding insurance claims involving Florida policies and/or work performed in Florida submitted by Glassco to GEICO relating to and arising out of work performed or services provided; and

WHEREAS, the Parties intend to dismiss the State Court Actions and to further settle and resolve, by way of compromise and accord: all claims and counterclaims that have been or could have been asserted by the Parties in the State Court Actions and any other actions or proceedings **AS THEY RELATE TO THE CLAIMS SUBMITTED AND ATTACHED HERETO AS EXHIBITS "A and B". THIS RELEASE IS LIMITED TO THOSE CLAIMS LISTED IN EXHIBITS A and B.**

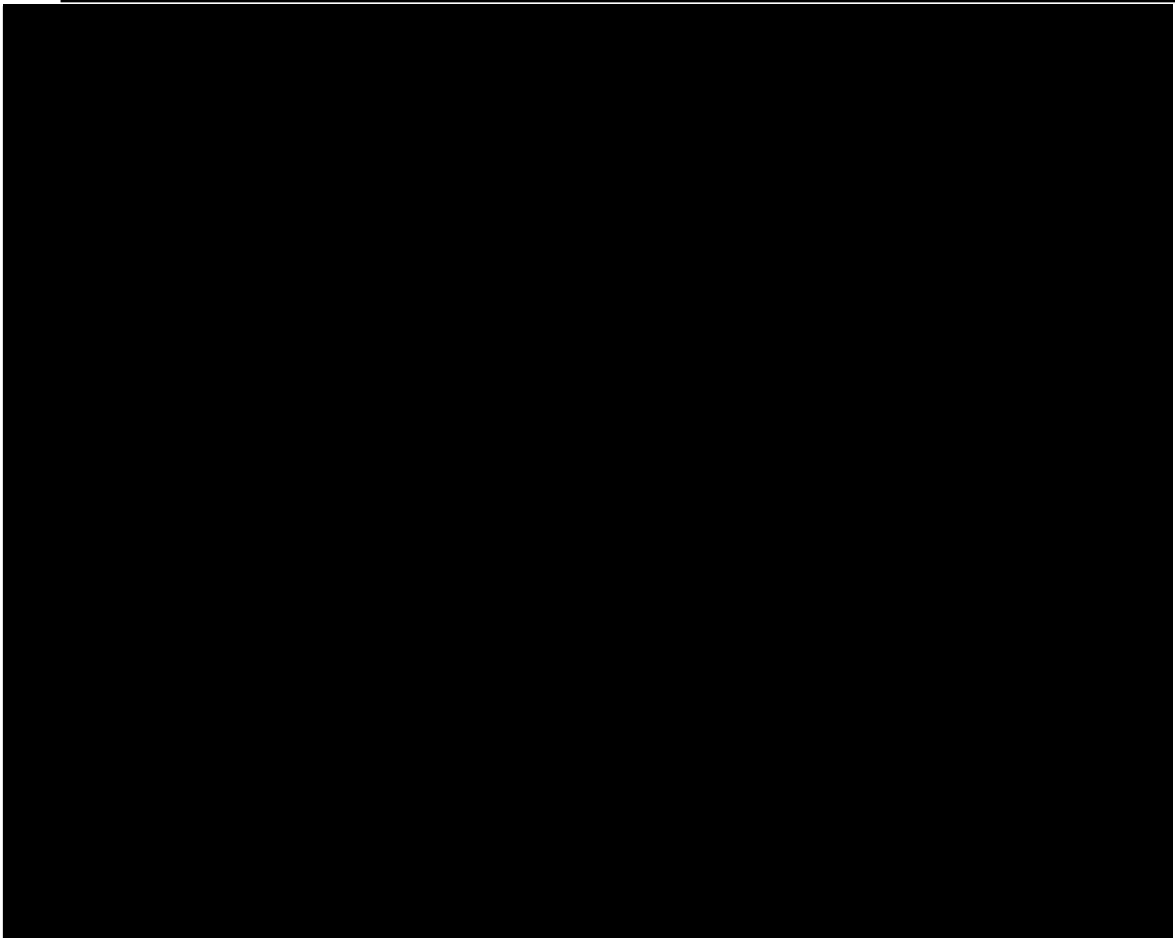
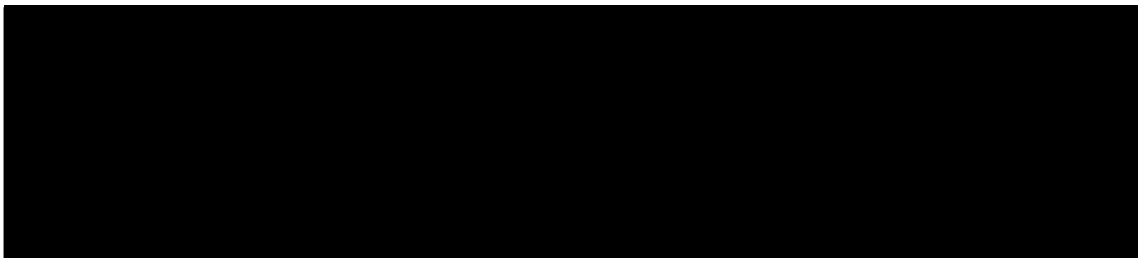
AGREEMENT

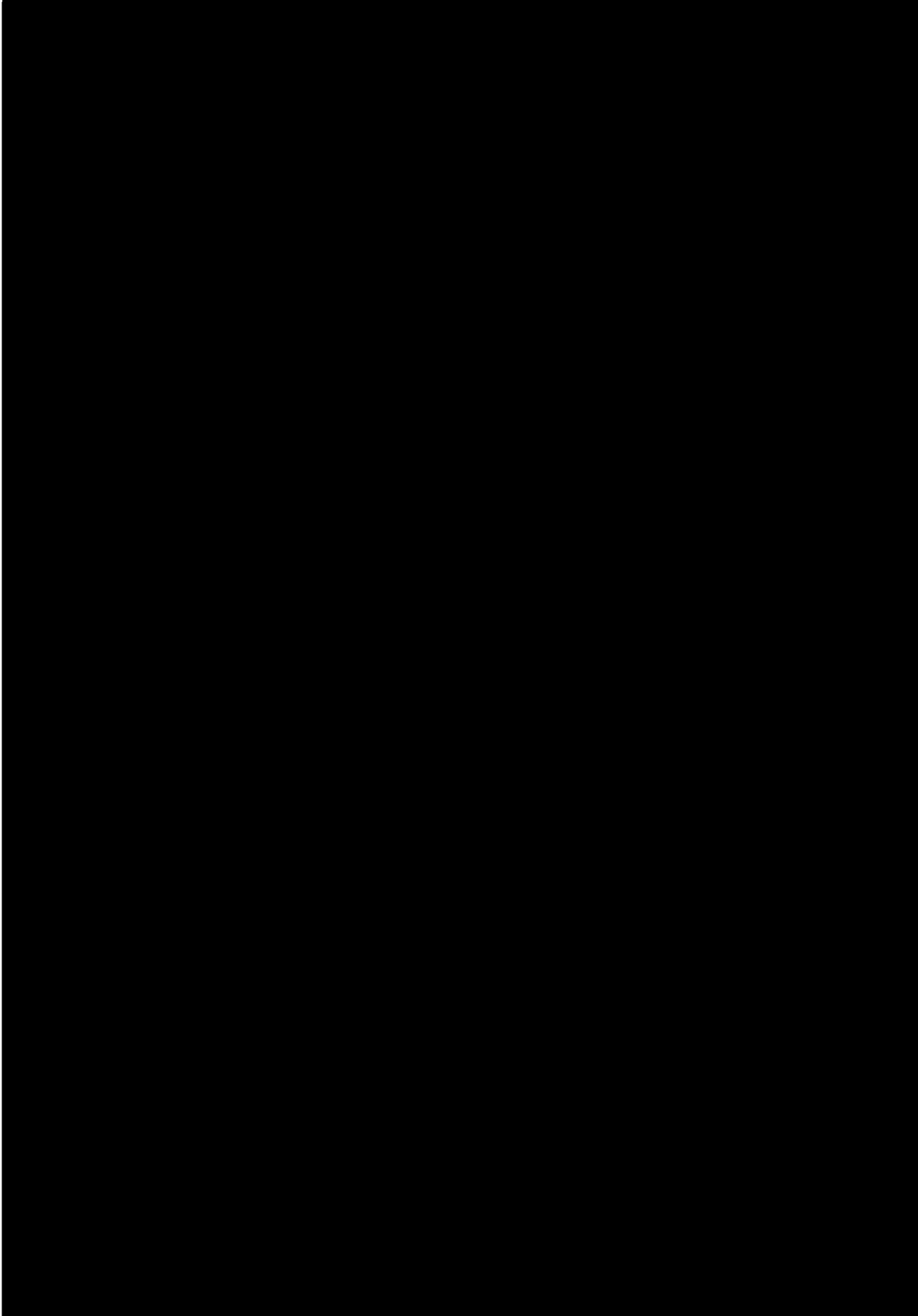




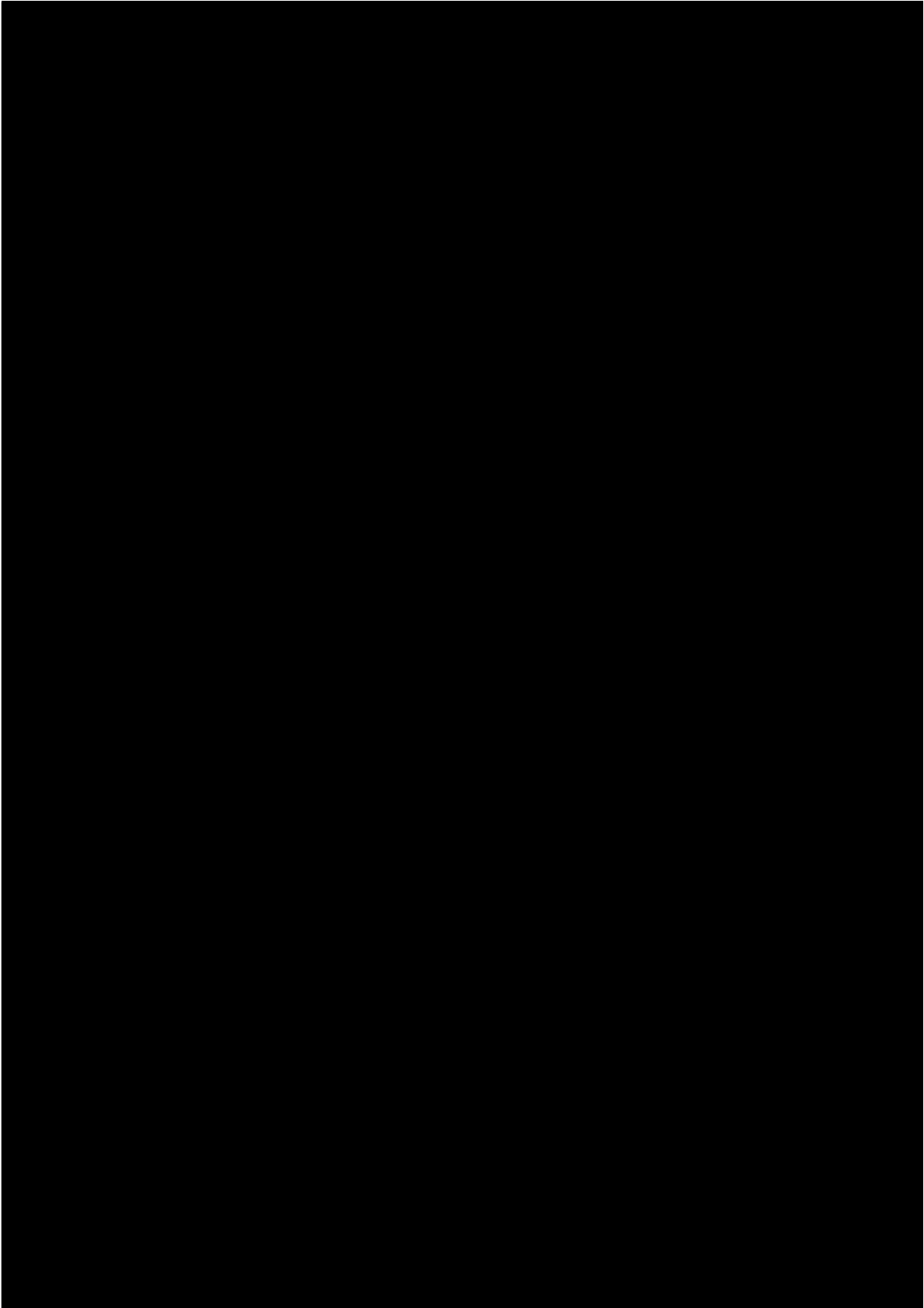


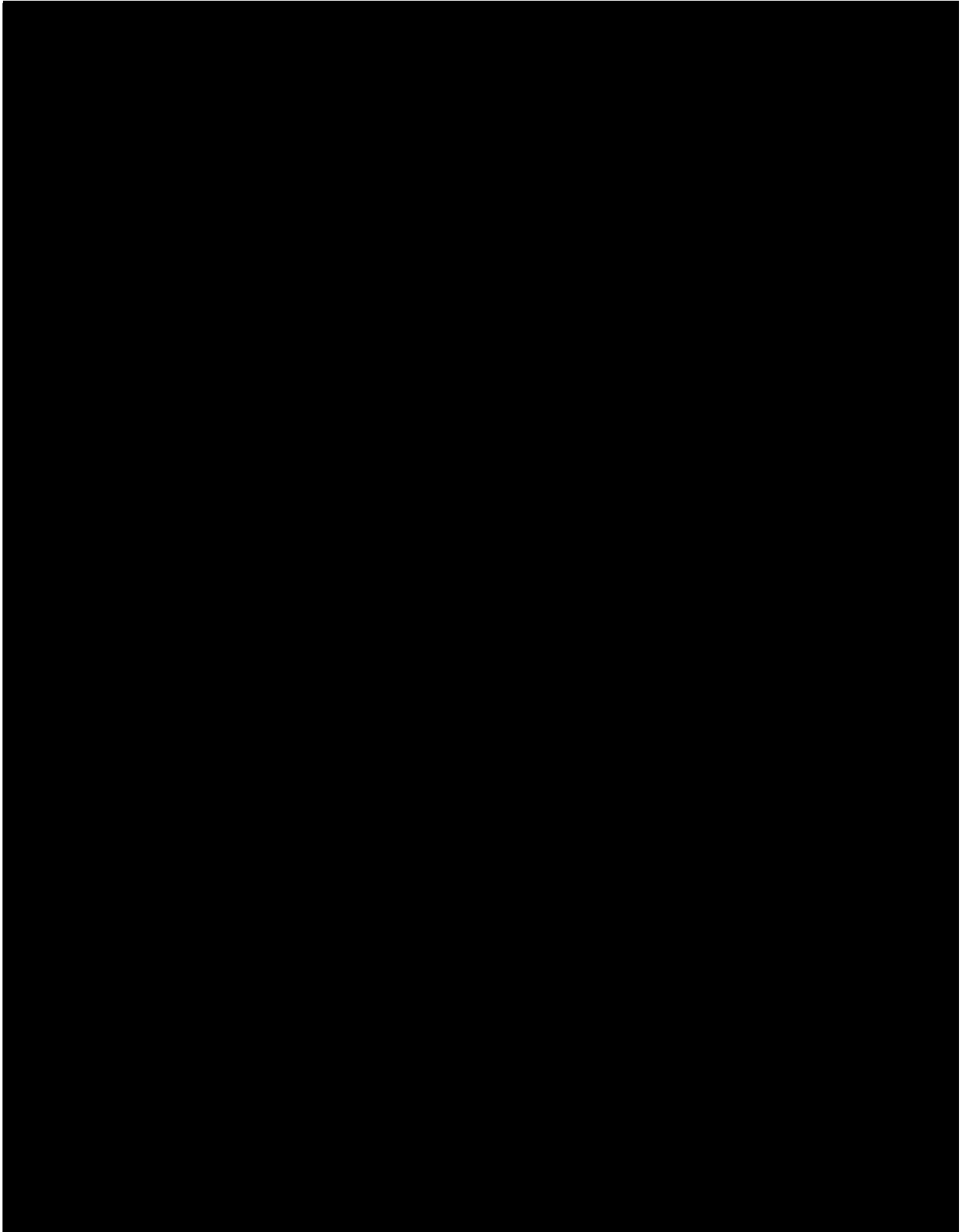
4. Payment by GEICO to Glassco:











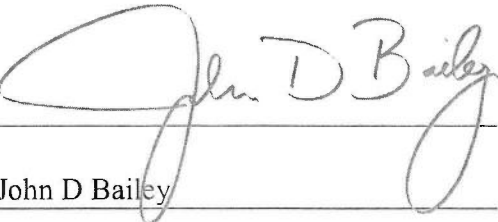


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES ON THE FOLLOWING PAGES]**

1. GLASSCO, INC.

By:



Print Name:

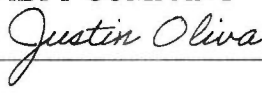
John D Bailey

Its:

President Glassco Inc.

2. GOVERNMENT EMPLOYEES INSURANCE COMPANY, GEICO
INDEMNITY COMPANY, GEICO GENERAL INSURANCE COMPANY,
and GEICO CASUALTY COMPANY

By:



Print Name:

Justin Oliva

Its:

Director

No.	Case Number	Case Style	Claim
1	17-CC-004552	Glassco aao J Figueroa v Geico	0552141580101016
2	17-CC-007555	Glassco aao E Carle v Geico	0485977770101023
3	17-CC-010207	Glassco aao S Williams v Geico	0491506300101013
4	17-CC-018131	Glassco aao L Cimtrou v Geico	0382359690101017
5	17-CC-020550	Glassco aao V Quiles v Geico	0401465420101032
6	17-CC-020589	Glassco aao J Rodriguez v Geico	0487419800101069
7	17-CC-027422	Glassco aao Y Ortiz v Geico	0586719930101016
8	17-CC-038532	Glassco aao P Clara v Geico	0422654040101069
9	17-CC-040615	Glassco aao A Williams v Geico	0572564110101014
10	17-CC-041802	Glassco aao K Oviedo v Geico	0592402490101021
11	17-CC-041806	Glassco aao G Pinogonta v Geico	0355075390101064
12	17-CC-043150	Glassco aao C Lopez v Geico	0602923600101013
13	17-CC-050396	Glassco aao F Torrez v Geico	0557248680101062
14	18-CC-004562	Glassco aao A Brecht v Geico	0572355870000001
15	17-CC-000608	Glassco aao C Quevedo v Geico	0538237550101017
16	17-CC-000766	Glassco aao C Morales v Geico	0249746240101054
17	17-CC-000798	Glassco aao A Sanchez v Geico	0480321120101042
18	17-CC-002146	Glassco aao J Rosier v Geico	0550857260101016
19	17-CC-002152	Glassco aao L Pierre v Geico	0388656720101048
20	17-CC-002175	Glassco aao L Larrasa v Geico	0378909600101063
21	17-CC-002175	Glassco aao N Jackson v Geico	0379038050101032
22	17-CC-002175	Glassco aao L Soriano-Trabal v Geico	0582220950101014
23	17-CC-002175	Glassco aao Q Cedenio v Geico	0381039000101110
24	17-CC-002175	Glassco aao J Nickells v Geico	0509824500101018
25	17-CC-002175	Glassco aao O Rodriguez v Geico	0513403130101021
26	17-CC-002175	Glassco aao G Moyer v Geico	04062506300101039
27	17-CC-002175	Glassco aao R Richardson v Geico	0487489560101039
28	17-CC-002175	Glassco aao R Anderson v Geico	0494755170101069
29	17-CC-002175	Glassco aao L Fies v Geico	0508055680101020
30	17-CC-002175	Glassco aao O Olivera v Geico	0440957910101012
31	17-CC-002175	Glassco aao F Mann v Geico	0365973030101106
32	17-CC-002175	Glassco aao R Reynoso v Geico	0596209420101013
33	17-CC-002175	Glassco aao R Mayo v Geico	0223902470101096
34	17-CC-002175	Glassco aao M Petit v Geico	0549944760101029
35	17-CC-002175	Glassco aao J Erquigua v Geico	0343186810101025
36	17-CC-002175	Glassco aao J Morlas v Geico	0462762220101048
37	17-CC-002175	Glassco aao J Torres v Geico	0549944760101037
38	17-CC-002175	Glassco aao F Hyland v Geico	0470808050101037
39	17-CC-002175	Glassco aao H Perez v Geico	0531277810101024
40	17-CC-002175	Glassco aao N Martinez v Geico	0496206470101027
41	17-CC-002175	Glassco aao J Abreu v Geico	0436361220101026
42	17-CC-002175	Glassco aao W Lagarex v Geico	0166178320101128
43	17-CC-002175	Glassco aao J Morton-Tate v Geico	0568977900101018
44	17-CC-002175	Glassco aao J Delsom v Geico	0555036550101011
45	17-CC-002175	Glassco aao Luiz Tigno v Geico	0386989030101034
46	17-CC-002175	Glassco aao S Acevedo v Geico	0485165660101072
47	17-CC-002175	Glassco aao D Rosado v Geico	0531814190101033
48	17-CC-002175	Glassco aao E Morales v Geico	0242080700101033
49	17-CC-002175	Glassco aao H Quinones v Geico	0493242330101025
50	17-CC-002175	Glassco aao M Noedten v Geico	0526384430101033
51	17-CC-002175	Glassco aao I Bernal v Geico	0562534930101025
52	17-CC-002175	Glassco aao M Quintero v Geico	0598691430101018
53	17-CC-002175	Glassco aao Q Williams v Geico	0482286670101023
54	17-CC-015501	Glassco aao D Lovellette v Geico	0492254200101010
55	17-CC-015512	Glassco aao M Gonzalez v Geico	0393281270101026
56	17-CC-015514	Glassco aao D Ramcharitar v Geico	047647740101035
57	17-CC-015514	Glassco aao D Ramcharitar #2 v Geico	0483687490101037
58	17-CC-015516	Glassco aao G Rivera v Geico	0124738180101103
59	17-CC-015516	Glassco aao G Rivera v Geico	0124738180101111
60	17-CC-015516	Glassco aao G Rivera v Geico	0520951860101026

<u>NO.</u>	<u>Assignee</u>	<u>Case #</u>	<u>Claim Number</u>
1	Benwell, Randolph	16-CC-026594	0328131810101061
2	Ortiz, Lisa	16-CC-026602	0370615160101058
3	Ortiz, Milagros	16-CC-026612	0481858210101027
4	Ismael, Matias	16-CC-027431	0477085870101016
5	Reyes, Maria	16-CC-029296	0531499840101028
6	Serreano, Eliu	16-CC-029299	0139921370101124
7	Rivera, William	16-CC-029314	0553124120101018
8	Cortez, Fabian #2	16-CC-029319	0299135520101183
9	Desir, Kettly	16-CC-031317	0256172790101057
10	Suarez, Carmen	16-CC-031318	0535275790101010
11	Kimberry, Erika	16-CC-031319	0434639490101012
12	Alverio-Ortiz, Myrna	16-CC-032757	0540782650101025
13	Finney, Larry D.	16-CC-032873	0562620940101012
14	Lara, Jorge	16-CC-032938	0534549010101054
15	Alvarez, Rexnier	16-CC-034555	0540401710101020
16	Ayla, Tim	16-CC-034731	0439389820101036
17	Deigato, Jose	16-CC-034732	0287231160101031
18	Cener, Javier	16-CC-034733	0564214240101019
19	Tiner, Shayzyn	16-CC-034755	0551904770101018
20	Munoz, Frank #1	16-CC-034759	0558664820101029
21	Munoz, Frank #2	16-CC-034772	0558664820101011
22	Aide, Edward	16-CC-036259	0470692520101010
23	Grau, Pedro J. Rosa	16-CC-036267	0530510120101016
24	Rodriguez, Carla	16-CC-036269	0506442860101024
25	Schultz, Diana	16-CC-036281	0283806950101038
26	Castro, Orval F. #1	16-CC-036282	0456606110101055
27	Adair, Rickey #2	16-CC-037122	0366420850101047
28	Haggadene, Lisa Marie	16-CC-038559	0566940340101016
29	Welch, Gerald	16-CC-038561	0345214970101029
30	Rios, Aida	16-CC-038584	0390421600101048
31	Rodriguez, Maria	16-CC-038865	0570650130101019
32	Harley, Teresa	16-CC-038866	0462687880101089
33	Trinidad, Benjamin	16-CC-040780	0414240510101050
34	Hylton, Anthony #2	16-CC-040802	0483282240101055
35	Chaparro, Jomar	16-CC-040805	0539621110101022
36	Marrero, Ivan	16-CC-040904	0478140380101045
37	DelRio, Jose Raul Estela	17-CC-000565	0354862230101045
38	Canales, Rosa	17-CC-000568	0497341210101026
39	Basham, Gladys	17-CC-000750	0442906220101061
40	Laporte, Gerry #1	17-CC-000752	0489745000101022

41	Carras-Quillo, Sandra	17-CC-000755	0438596870101036
42	Snyder, Gail	17-CC-000772	0480666780101025
43	Hoyer, Alonso	17-CC-002123	0558899940101018
44	Luna, William	17-CC-002131	0408822360101013
45	Gonzalez-Diaz, Hector L.	17-CC-002135	0407121780101039
46	Torres, Jacqueline	17-CC-002142	0565199840101023
47	Paul, Maritza	17-CC-002145	0538588660101051
48	Jackson, Tiffany	17-CC-002155	0137912220101127
49	Ramos, Clarian #1	17-CC-002172	0528449630101030
50	Hernandez, Ada G.	17-CC-003337	0458623140101029
51	Cintyre, Amanda	17-CC-003340	0477475940101056
52	Santos, Nicole #1	17-CC-003349	0408300970101053
53	Torres-Ramos, Rafael	17-CC-003413	0424707710101021
54	Bou, Gloria E.	17-CC-004561	0552692800101038
55	Ortiz, Yamillette	17-CC-009656	0437921590101028
56	Canteno, Milton	17-CC-010228	0335593100101047
57	Alvarado, Erick	17-CC-012724	0521050440101017
58	Gil, Hugo #1	17-CC-014023	0247930330101057
59	Canteno, Milton #2	17-CC-015507	0335593100101054
60	Leon, Remington	17-CC-015508	0573866440101021
61	Castro, Edward	17-CC-015525	0530186870101033
62	Rodriguez, Alexander	17-CC-015715	0470109350101101
63	Moliton, Nicole	17-CC-016089	0420919530101024
64	Zaidi-Ali, Athar	17-CC-016091	0238700190101120
65	Harris, Edwin	17-CC-025976	0558206560101023
66	Dominguez, Bianca #1	17-CC-037830	0588349200101013
67	William, Esselyn #3	17-CC-043154	0280937330101118
68	Vaquez, David	17-CC-044340	0439737390101036
69	McNeil, Calvin	17-CC-050402	0647055680101119
70	Felix, Max*	22-CC-022555	
71	Rodriguez, Javier	18-CC-004941	0455296280000002
72	Vazquez, Jose	18-CC-004955	0541299580101027
73	Tomas, Jimes	18-CC-011866	0358522340101022
74	Smith, Scott	18-CC-011870	0486919700101029
75	Bernadin, Edwich	18-CC-011871	0451786780101026
76	Alameda, Rafael, et al.	18-CC-017436	0364301440101089
77	Soto, Angel	18-CC-017436	0515023300101045
78	Barabas-Rosales, Ricardo	18-CC-017436	0616057910101019
79	Mendez, Migdalia	18-CC-017436	0205054150101137
80	Rodriguez, Gloria	18-CC-017436	0597584090101058
81	Cruz, Oscar, et al.	19-CC-006678	0579943600101010

82	Delgado, Angel	19-CC-006678	0524180100101044
83	Diaz, Joseta	19-CC-006678	0494796430101028
84	Figuroa, Leo	19-CC-006678	0306211840101053
85	Fuentes, Nelson	19-CC-006678	0344861620101071
86	Gomez, Franhie	19-CC-006678	0530717630101051
87	Gomez, Megan #1	19-CC-006678	0559333160101010
88	Livingston, Deborah	19-CC-006678	0579736070101019
89	McCullough, Donnie	19-CC-006678	0363125250101041
90	Melendez, Lisandro	19-CC-006678	0199468840101133
91	Melendez, Lisandro	19-CC-006678	0199468840101141
92	Mendoza, Nathaniel	19-CC-006678	0480660900101031
93	Nunez, Victor	19-CC-006678	0328457380101086
94	Ortiz, Julio	19-CC-006678	0288056000101076
95	Oscar, Jean #1	19-CC-006678	0410326170101029
96	Oscar, Jean #2	19-CC-006678	0410326170101011
97	Rivera, Bmael	19-CC-006678	0531617010101052
98	Rodriguez, Kevin	19-CC-006678	0458709680101097
99	Rodriguez-Sanchez, Basillo	19-CC-006678	0458709680101089
100	Rosario, Tania	19-CC-006678	0393862040101220
101	Ruiz, Francisco	19-CC-006678	0392563310101079
102	Salveson, Steven	19-CC-006678	0342304170101011
103	Sanabria, Carlos	19-CC-006678	0513396120101029
104	Snyder, Samuel	19-CC-006678	0575685000101017
105	Sunnerville, Layshawn	19-CC-006678	0531446960101023
106	Taueras, Adrian	19-CC-006678	0352249830101025
107	Torres, Francisco	19-CC-006678	0541648670101015
108	Wheeler, Richard	19-CC-006678	0490843890101033
109	Alvena, Ruth	19-CC-006678	0421213970101036
110	Aquino-Flores, Mayra	19-CC-006678	0485112230101039
111	Brady, Kevin	19-CC-006678	0450010930101039
112	Brown, Allen	19-CC-006678	0482005270101054
113	Cruz, Juan	19-CC-006678	0187106510101116
114	Orta, Norma, et al.	19-CC-006797	0548697800101026
115	Bridgemohan, Keith	19-CC-006797	0482701340101021
116	Bright, Melinda	19-CC-006797	0488936320101096
117	Colon, Isaiah	19-CC-006797	0343580710101020
118	Martinez, Travis	19-CC-006797	0222423260101023
119	Josile, Remise	19-CC-006797	0303026490101259
120	Mercado, Govanni #1	19-CC-006797	0491253180101116
121	Mercado, Govanni #2	19-CC-006797	0491253180101108
122	Follett, Janissee	19-CC-006797	0393033740101031

123	Castro-Montanez, Samuel #1	19-CC-006797	0587311540101013
124	Barazarte, Geisha	19-CC-006797	0186149130101042
125	Al-Suraimi, Tarey	19-CC-006797	0577603210101022
126	Donnell, Michael	19-CC-006797	0407380700101038
127	Diaz, Zulema #2	19-CC-006797	0415096680101034
128	Perez, Miguel	19-CC-006797	0319336510101144
129	Newman, Gail	19-CC-006797	0440689980101073
130	Caez, Santos	19-CC-006797	0289601420101096
131	Stelling, John	19-CC-006797	0418159780101028
132	Angelino, Valeria	19-CC-006797	0309429750101064
133	Palacios, William	19-CC-006797	0519067680101022
134	Peruier, Hector	19-CC-006797	0283655730101069
135	Rivera, Ivianette	19-CC-006797	0540662250101015
136	Rivera, Luis	19-CC-006797	0499243900101019
137	Rivera-Velez, Sandra	19-CC-006797	0541957090101053
138	Rodriguez, Javier	19-CC-006797	0382795610101019
139	Rodriguez, Jose	19-CC-006797	0365292220101051
140	Rodriguez, Maria	19-CC-006797	0365292220101069
141	Rodriguez, Rutelene	19-CC-006797	0597120850101010
142	Sanabra, William	19-CC-006797	0536788520101018
143	Sostre-Rodriguez, Jay	19-CC-006797	0367302490101026
144	Vandenberg, Sallye	19-CC-006797	0111356840101259
145	Velazquez, Kevin	19-CC-006797	0439609080101073
146	Villaleboss, Claudia	19-CC-006797	0336287390101069
147	Wills, Eric	19-CC-006797	0283600100101059
148	Larkin, Alexis, et al.	20-CC-073665	0660909250000002
149	Rodriguez, Juan	20-CC-073665	8673914330000001
150	Ocasio, Helen	20-CC-073665	0227815880101043
151	Torres, Michelle	20-CC-073665	0623568340000003
152	Aleman, Anaid	20-CC-073665	8688167730000001
153	Aleman, Anaid	20-CC-073665	8688167730000002
154	Rodriguez, Osvaldo	20-CC-073665	0611044950101023
155	Gutierrez, Raul	20-CC-073665	8686349520000001
156	Ulfee, Javier	20-CC-073665	0417935970101056
157	Collazo, Sonia	20-CC-073665	8675303160000002
158	Candelaria, Luis	20-CC-073665	0652875670000003
159	Nunez, Luz	20-CC-073665	0610231690101056
160	Pimentel, Geromino	20-CC-073665	0533189190101012
161	Tinley, Jamie	20-CC-073665	0552530180101023
162	Morel, Cesar	20-CC-073665	0595925660101028
163	Martinez, Jose	20-CC-073665	0278028100101046

164	Florat, Jorge	20-CC-073665	0419396200101038
165	Rodriguez, Francisco	20-CC-073665	0568705260000005
166	Melendez, Pablo	20-CC-073665	0664501560000001
167	Cepecia, Digno	20-CC-073665	0652316340101015
168	Hernandez, Erma	21-CC-033436	0619323830101020
169	Hernandez, Francisco	21-CC-108288	0509209450000001
170	White, Eve	21-CC-108288	0426603820101028
171	Mala, Shereece	21-CC-108288	0655725890000002
172	Timko, Jamie	21-CC-108288	0187140160101096
173	Lebron, Norberto	21-CC-108288	0602636910101025
174	Davila, Luz	21-CC-108288	0504472740101053
175	Williams, Drelan	21-CC-108288	8667785940000003
176	Mezy, Rose	21-CC-108288	0619553290101034
177	Pena, Brandon	21-CC-108288	8704560230000002
178	Flores, Eliud	21-CC-108288	8707829100000002
179	Hernandez, Julio	21-CC-108288	0516548260101054
180	Jimenez, Judith	21-CC-108288	0326481780101044
181	Correa, Ruben	21-CC-108288	0614200550101049
182	Gonzalez, Erik	21-CC-108288	8701687360000003
183	Santos, Lindsay	21-CC-108288	8675099980000001
184	Destine, Peggy	21-CC-108288	8691508880000001
185	Hernandez, Luis	21-CC-108288	8723346240000002
186	Cordero, Nancy	21-CC-108288	0527361190101031
187	Montanez-Hernandez, Tomas	21-CC-108288	0335134190101021
188	Mills, Marcus	21-CC-108288	0448305700101013
189	Negron, Kurt	21-CC-108288	0573322660101032
190	Kade, Carson	21-CC-108288	0402675670101079
191	Quilles-Soto, Luis	21-CC-108288	0153368780000001
192	Hadley, Trianna	21-CC-108288	8673119240000002
193	Martinez, Juan	21-CC-108288	8697424930000008
194	Morales-Jimenez, Jaisell	21-CC-108288	8678159800000004
195	Hernandez, Emma	21-CC-108288	0509209450000002
196	Omobude, June Rose	21-CC-108288	0556984520101019
197	Bonce, Maria Lucina	21-CC-108288	0474389710101036
198	Martinez, Jose	21-CC-108288	0278028100101050
199	Soto, Diana	21-CC-108288	0567745360101049
200	Liri, Ernesto	21-CC-108288	8671841230000001
201	Echevarria, Esther	21-CC-108288	0577248970101035
202	Underhill, Kimberly	21-CC-108288	0370949370101026
203	Wright, Prince	21-CC-108288	8725305140000001
204	Nelson, Kelly	21-CC-108288	0596620380101085

205	Mutero, Ednita	21-CC-108288	0647348450000002
206	Cueto, Natividad	21-CC-108288	0654488820000002
207	Hernandez, Landro	21-CC-108288	8722857530000001
208	Rivera, Ricardo	21-CC-108288	0639072710000003
209	Medina, Ricardo, et al	22-CC-022555	8684968010000003
210	Resto, Fernando	22-CC-022555	0491370360101089
211	Cruz, Daniel	22-CC-022555	8733280790000001
212	Solano, Alexander Jose	22-CC-022555	0635908860000002
213	Roa, Jose	22-CC-022555	8739030180000002
214	McDaniels, Latanya	22-CC-022555	8682001460000001
215	Negron, Maria	22-CC-022555	0642651350101030
216	Mercado, Kara	22-CC-022555	8697154390000001
217	Caraballo-Sanchez, Viktor	22-CC-022555	8736955440000002
218	Rivera, Jesus Emilio	22-CC-022555	0529505870101050
219	Rodriguez, Dario	19-CC-033291	0459618310101030

**CONFIDENTIAL SETTLEMENT
AND RELEASE AGREEMENT**

THIS CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is entered into as of June 30, 2023 (the "Effective Date") between Glassco, Inc, ("Glassco") and Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company, GEICO Casualty Company, and their affiliated companies (collectively "GEICO"). Glassco and GEICO are referred to as the "Parties."

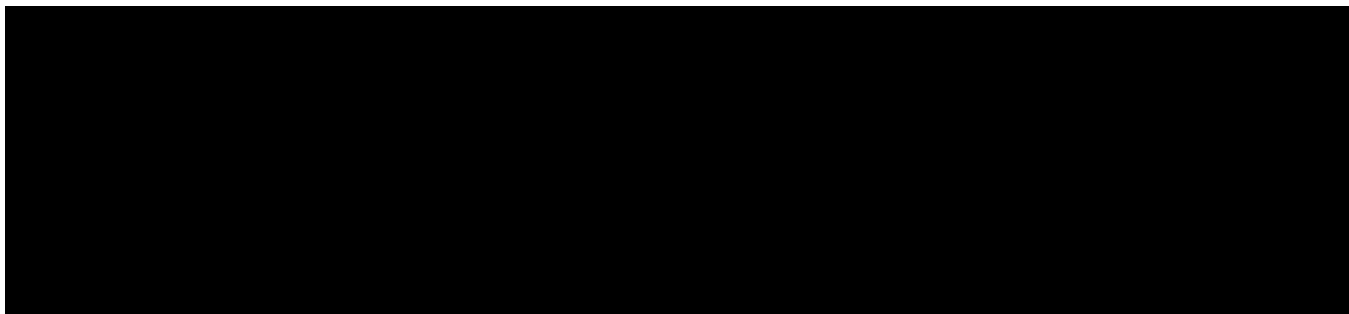
RECITALS

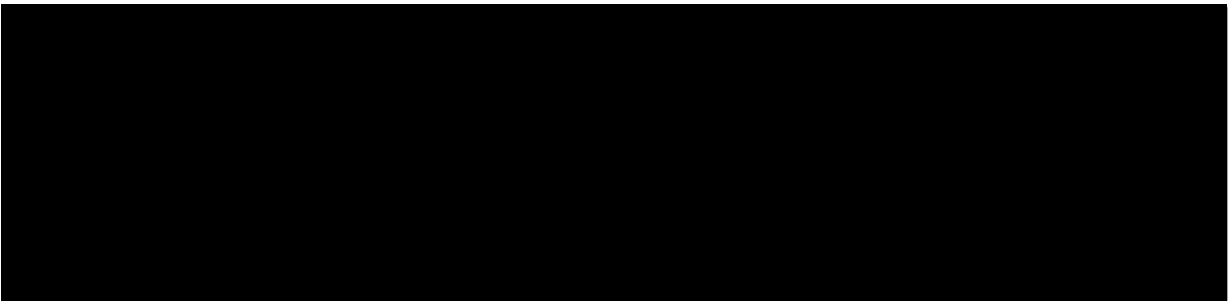
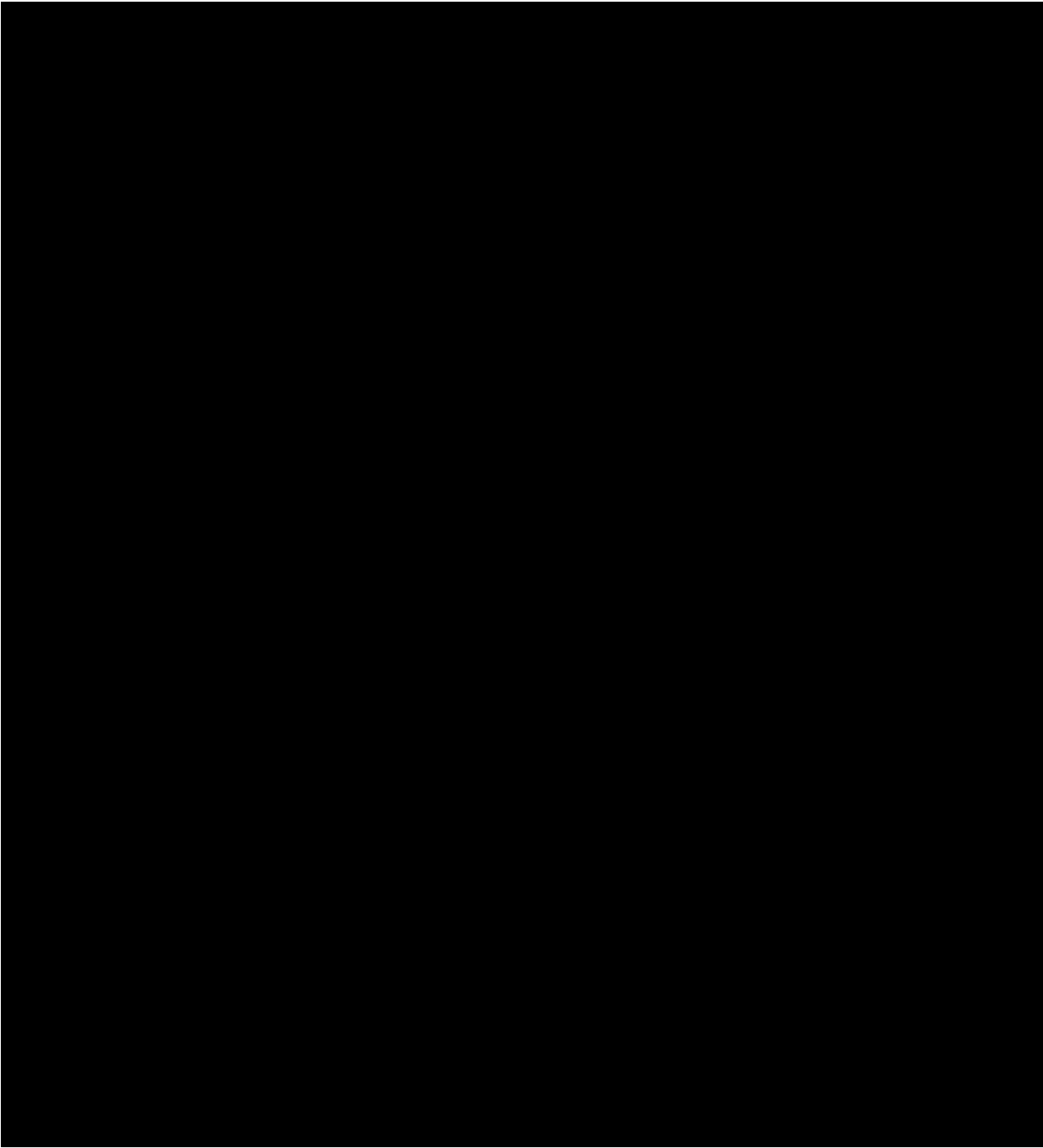
WHEREAS, the Parties are presently engaged in numerous actions pending in several Florida County Courts (collectively the "State Court Actions");

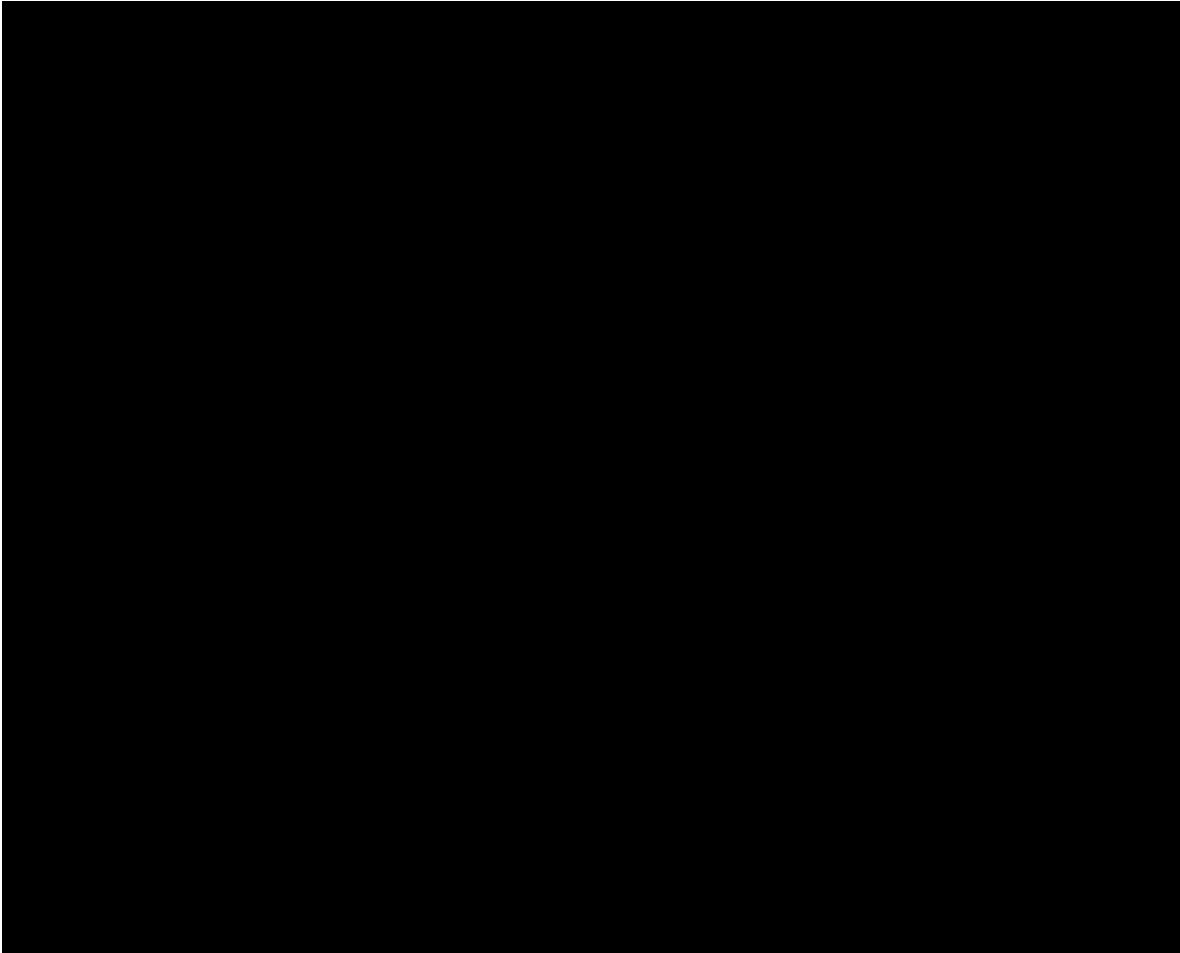
WHEREAS, the Parties also have disagreements and disputes regarding insurance claims involving Florida policies and/or work performed in Florida submitted by Glassco to GEICO relating to and arising out of work performed or services provided; and

WHEREAS, the Parties intend to dismiss the State Court Actions and to further settle and resolve, by way of compromise and accord: all claims and counterclaims that have been or could have been asserted by the Parties in the State Court Actions and any other actions or proceedings AS THEY RELATE TO THE CLAIMS SUBMITTED AND ATTACHED HERETO AS EXHIBIT "A." THIS RELEASE IS LIMITED TO THOSE CLAIMS LISTED IN **EXHIBIT A.**

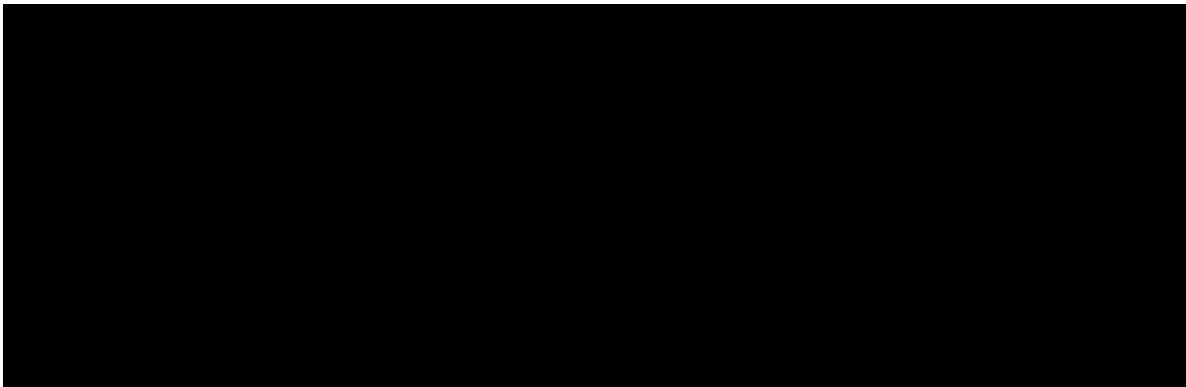
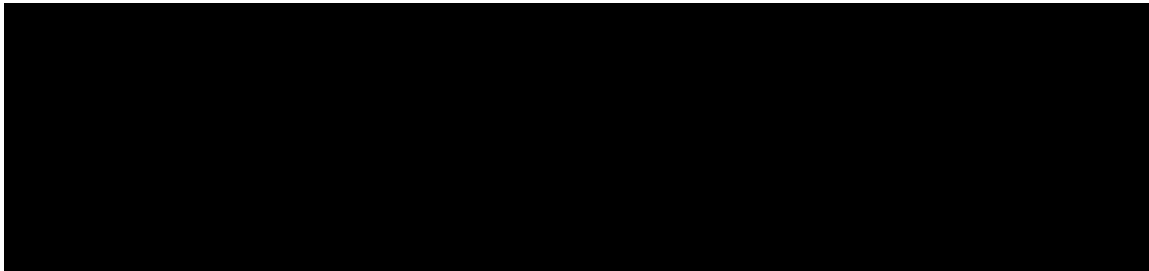
AGREEMENT

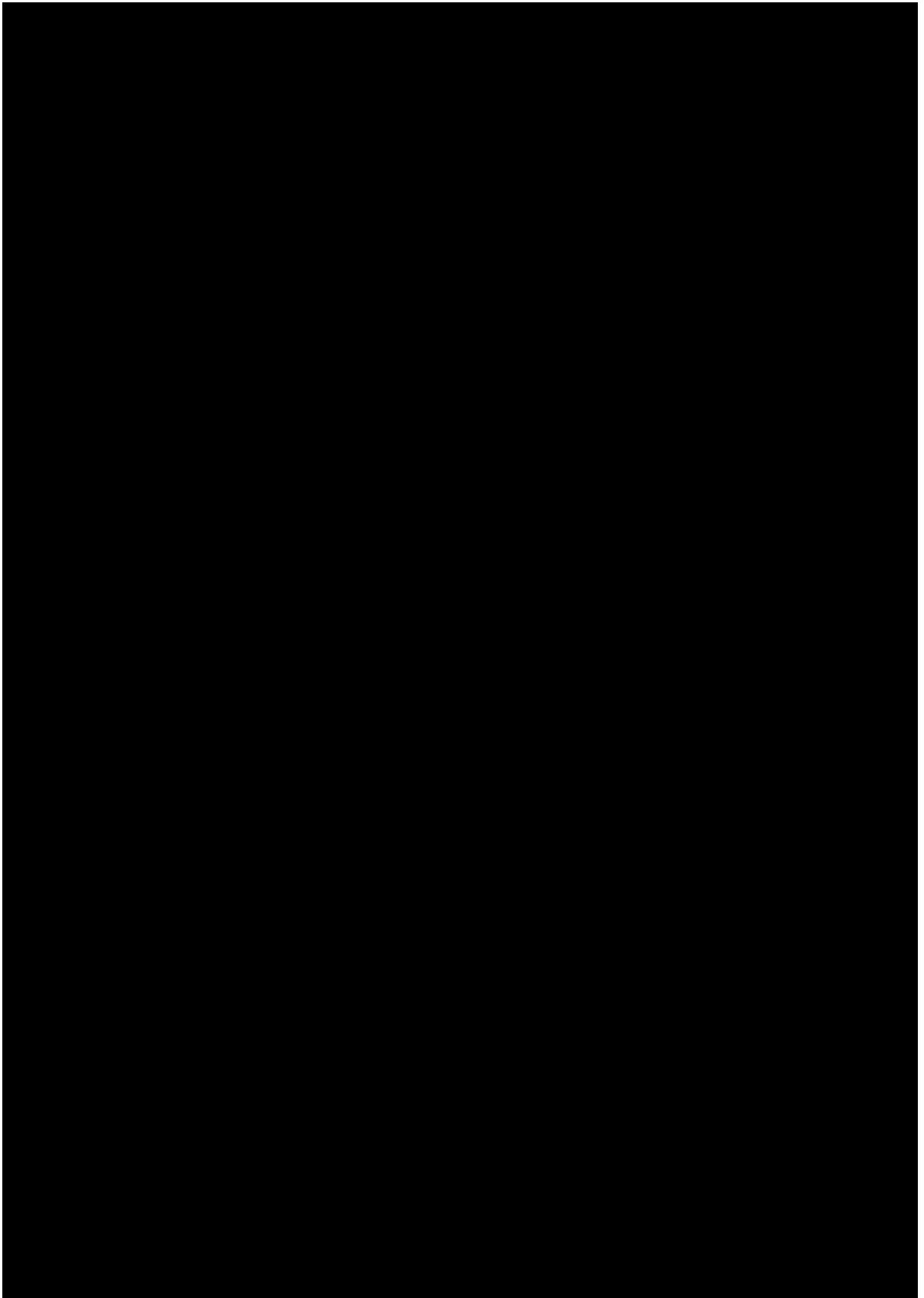


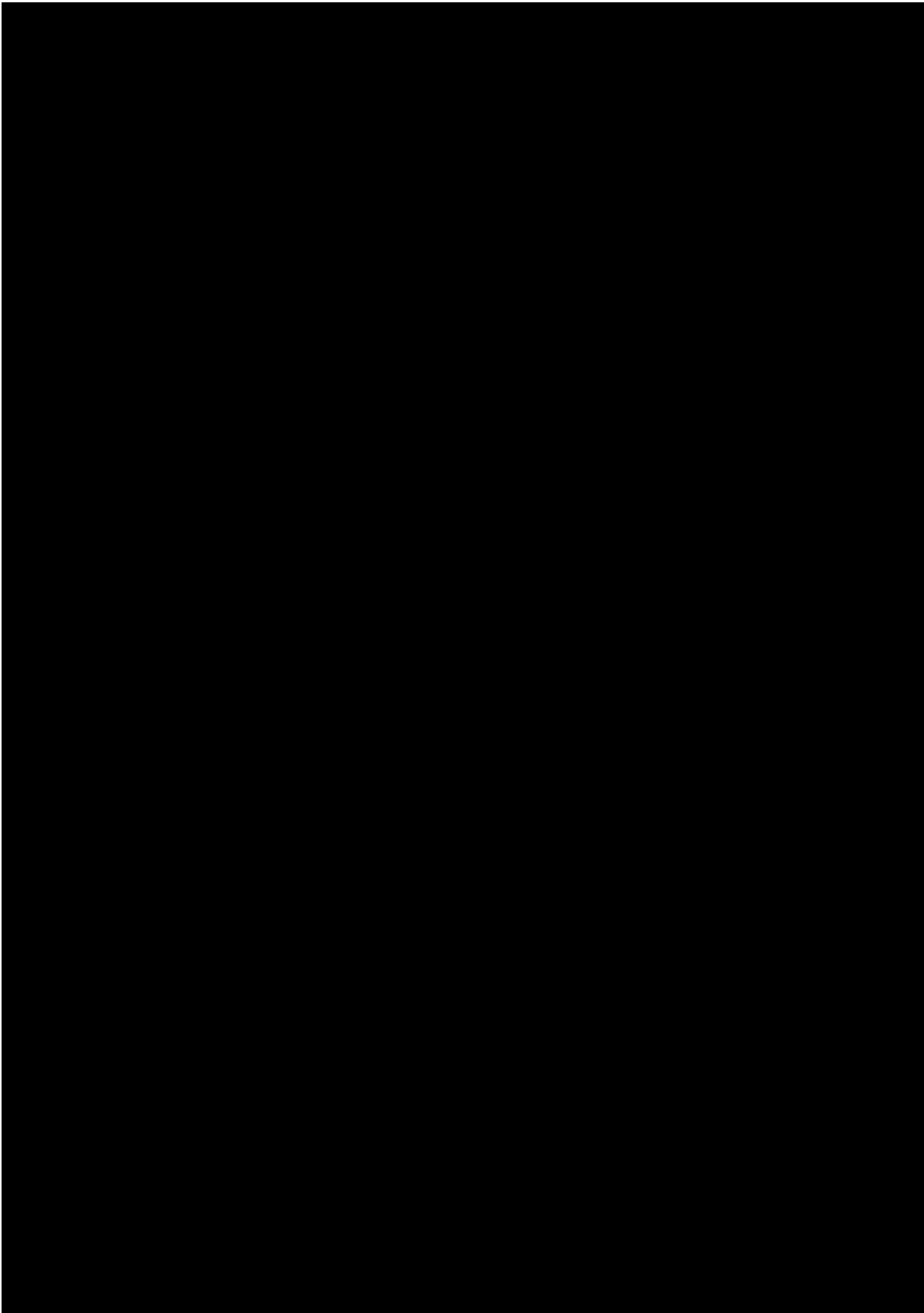


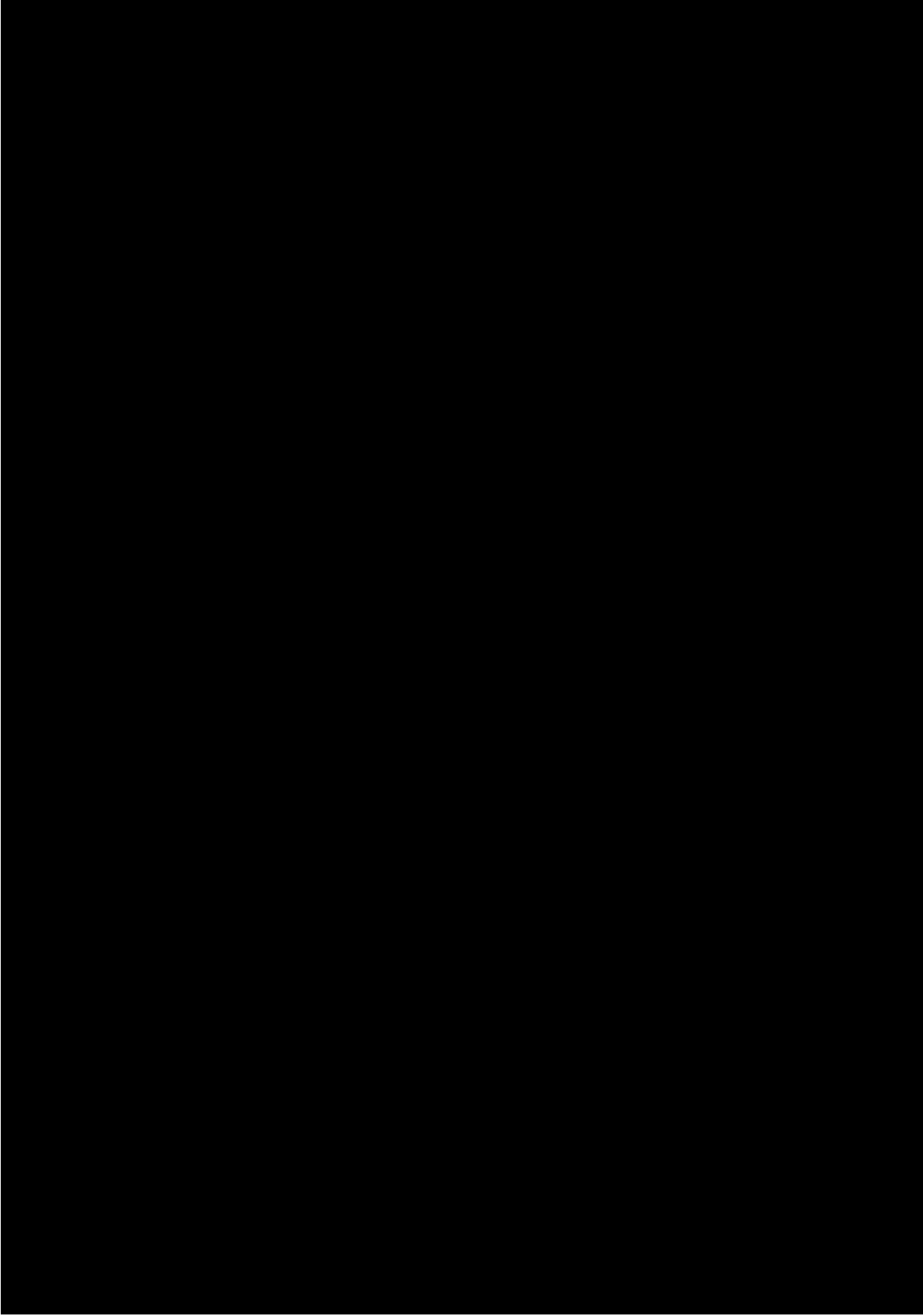


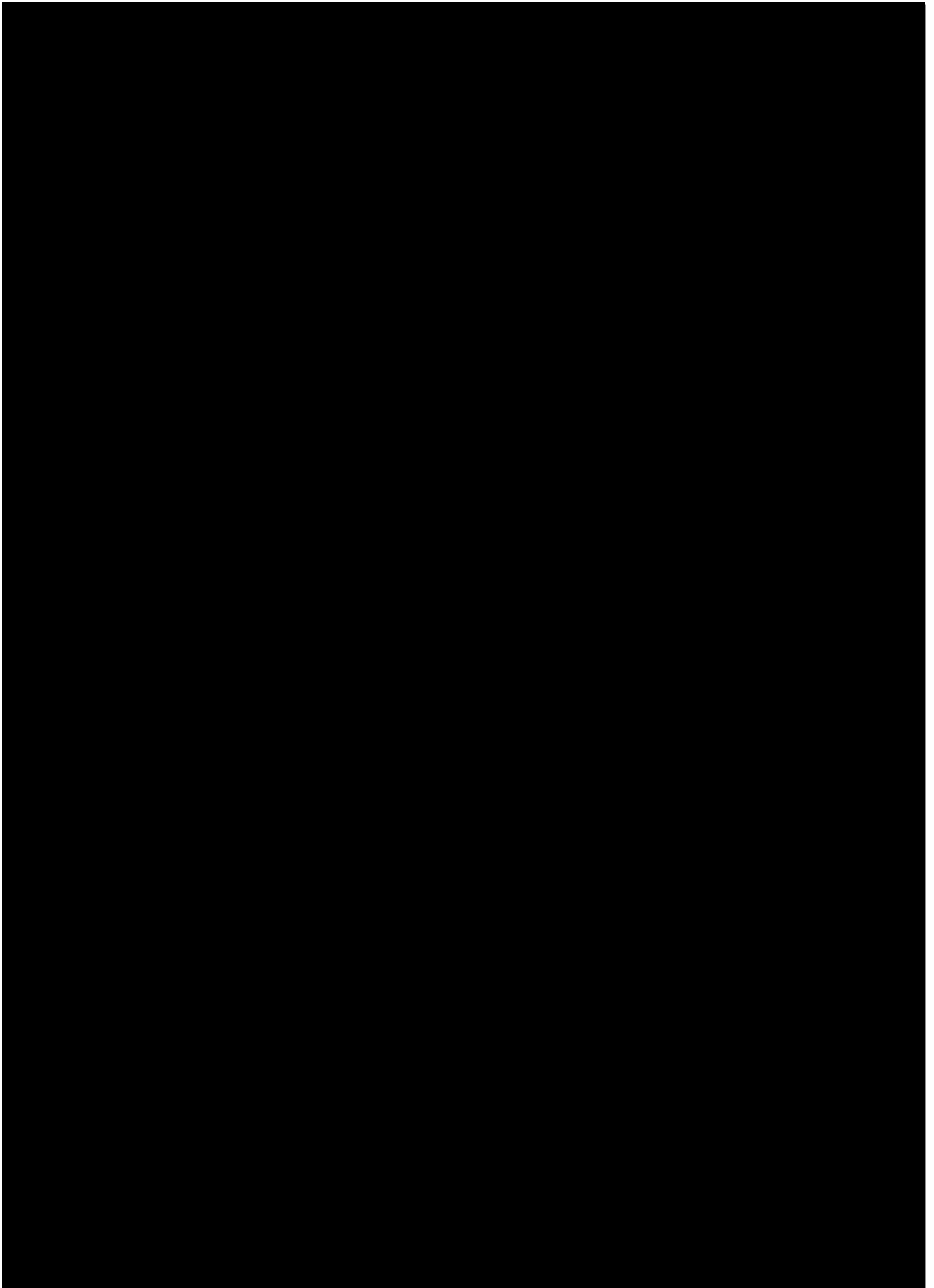
4. Payment by GEICO to Glassco:











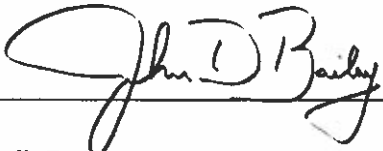


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES ON THE FOLLOWING PAGES]**

1. GLASSCO, INC.

By:



Print Name: John D Bailey

Its: President, Glassco Inc

2. GOVERNMENT EMPLOYEES INSURANCE COMPANY, GEICO
INDEMNITY COMPANY, GEICO GENERAL INSURANCE COMPANY,
and GEICO CASUALTY COMPANY

By:



Print Name: Justin Oliva

Its: PIP and Glass Director

EXHIBIT A TO SETTLEMENT AGREEMENT & RELEASE

Case name	Case number
GLASSCO, INC., a.a.o. J. Bazan	16-CC-026608
GLASSCO, INC., a.a.o. I. Lamboy	16-CC-031286
GLASSCO, INC., a.a.o. R. Camagho	16-CC-029315
GLASSCO, INC., a.a.o. B. Barnett	16-CC-029301
GLASSCO, INC., a.a.o. C. Beauford	16-CC-034756
GLASSCO, INC., a.a.o. D. Tano, et al.	16-CC-036273
GLASSCO, INC., a.a.o. D. Matz	16-CC-037057
GLASSCO, INC., a.a.o. J. Kevins	16-CC-037082
GLASSCO, INC., a.a.o. N. Joseph	16-CC-037125
GLASSCO, INC., a.a.o. A. Maldonado	16-CC-039072
GLASSCO, INC., a.a.o. C. Marks	17-CC-000870

**CONFIDENTIAL SETTLEMENT AND RELEASE
AGREEMENT**

THIS CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is entered into as of August 9, 2023 (the "Effective Date") between Glassco, Inc, ("Glassco") and Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company and GEICO Casualty Company and their affiliated companies (collectively "GEICO"). Glassco and GEICO are referred to as the "Parties."

RECITALS

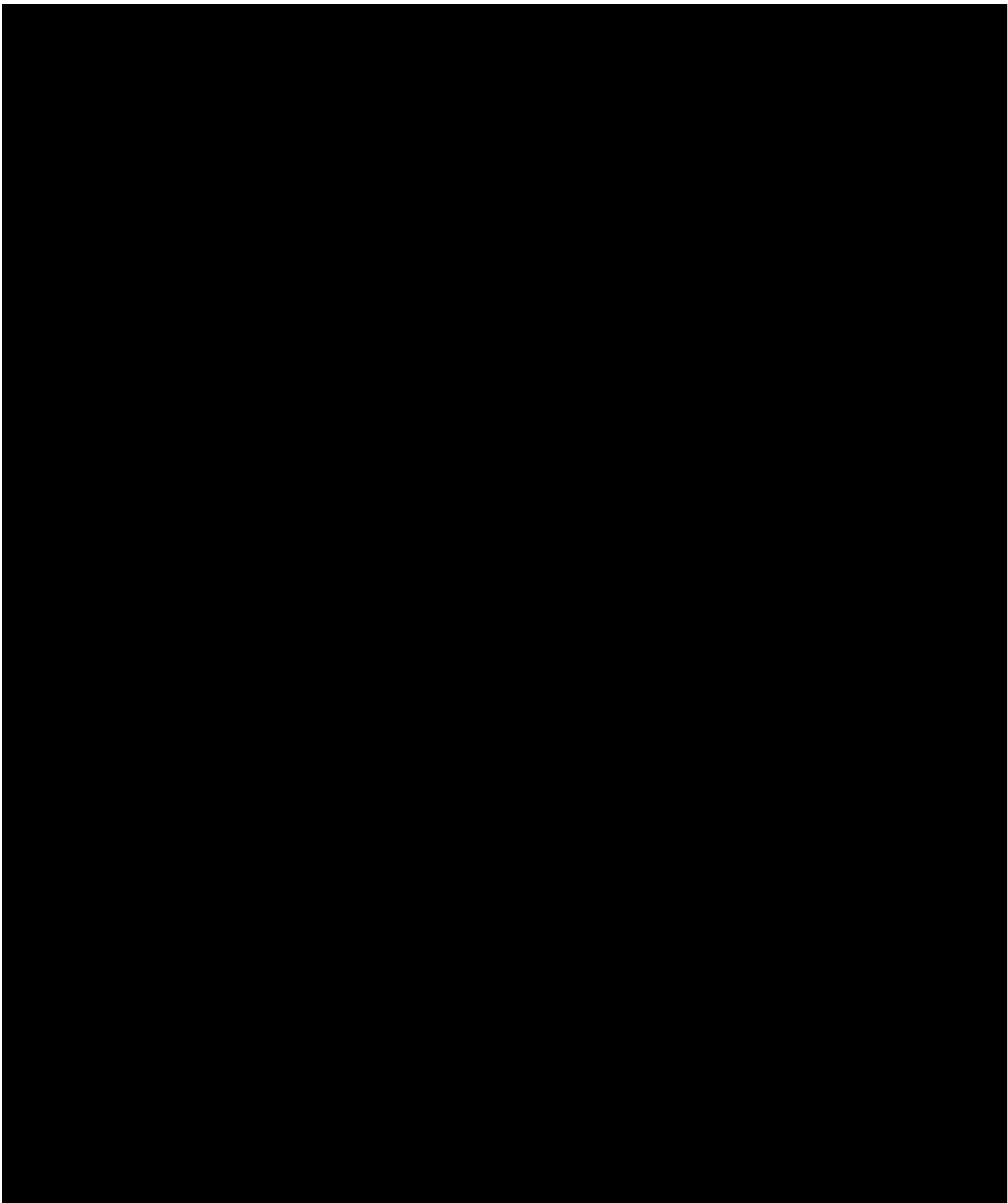
WHEREAS, the Parties are presently engaged in numerous actions pending in several Florida County Courts and Florida Appellate Courts (collectively the "State Court Actions");

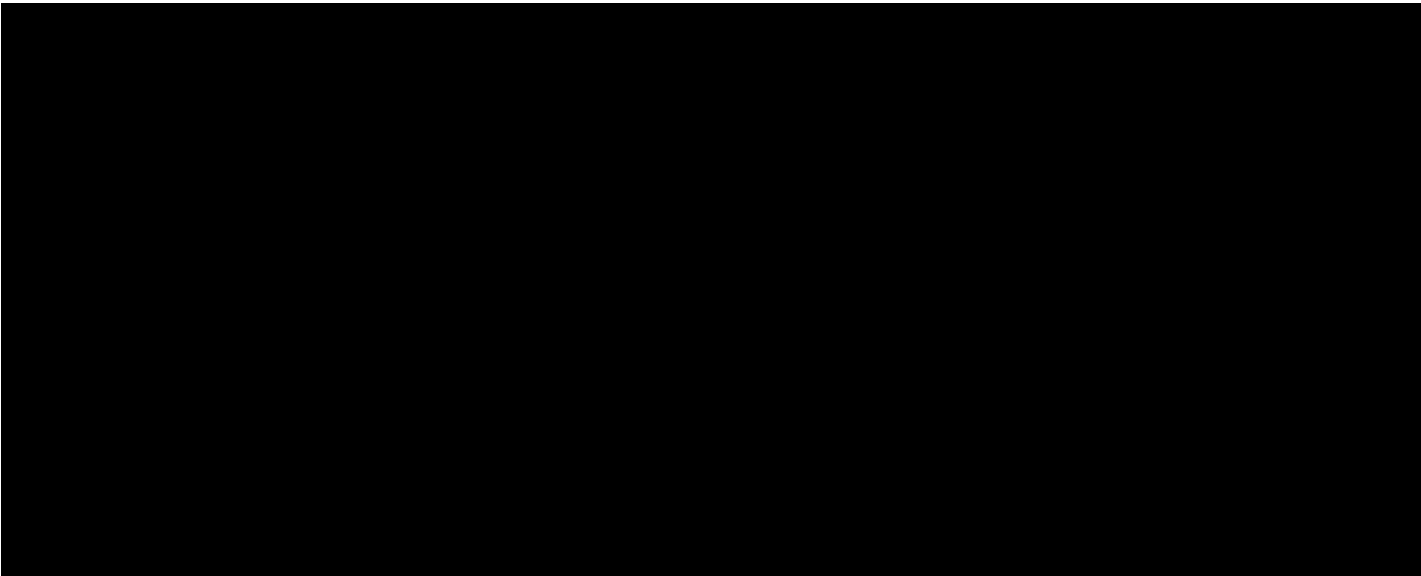
WHEREAS, the Parties also have disagreements and disputes regarding insurance claims involving Florida policies and/or work performed in Florida submitted by Glassco to GEICO relating to and arising out of work performed or services provided; and

WHEREAS, the Parties intend to dismiss the State Court Actions and to further settle and resolve, by way of compromise and accord: all claims and counterclaims that have been or could have been asserted by the Parties in the State Court Actions and any other actions or proceedings AS THEY RELATE TO THE CLAIMS SUBMITTED AND ATTACHED HERETO AS EXHIBIT "A." THIS RELEASE IS LIMITED TO THOSE CLAIMS LISTED IN **EXHIBIT A.**

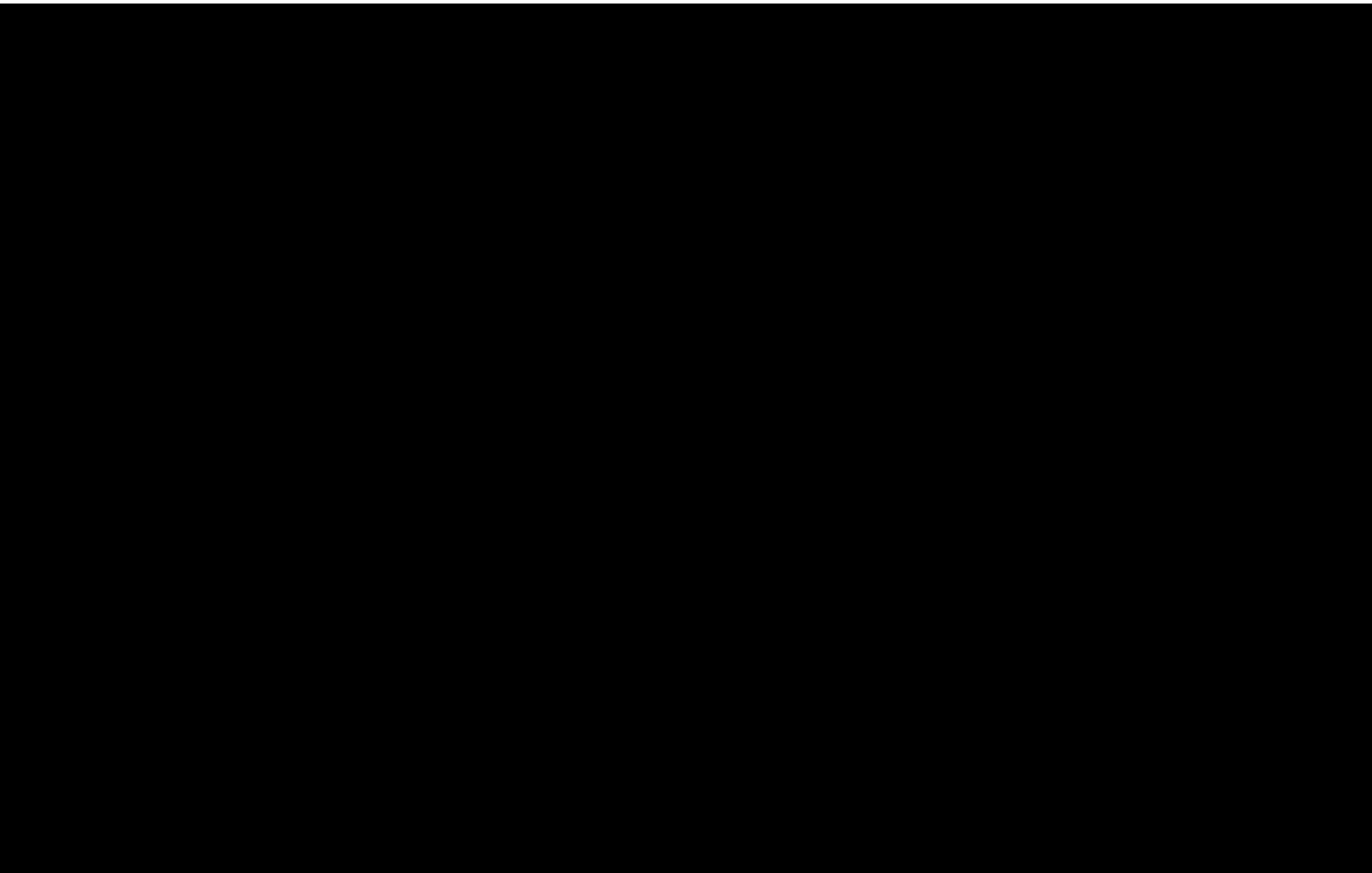
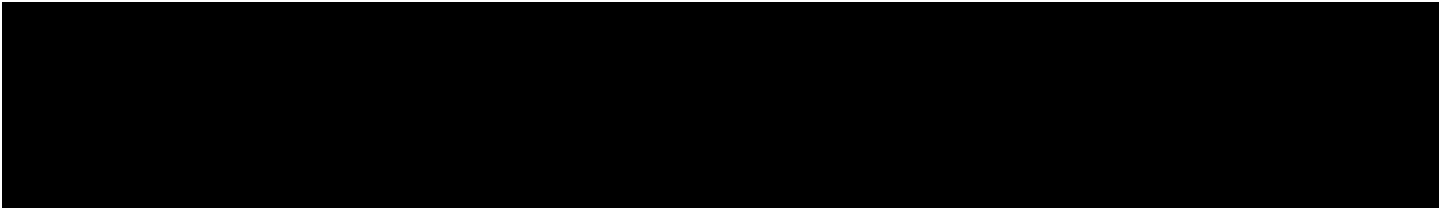
AGREEMENT

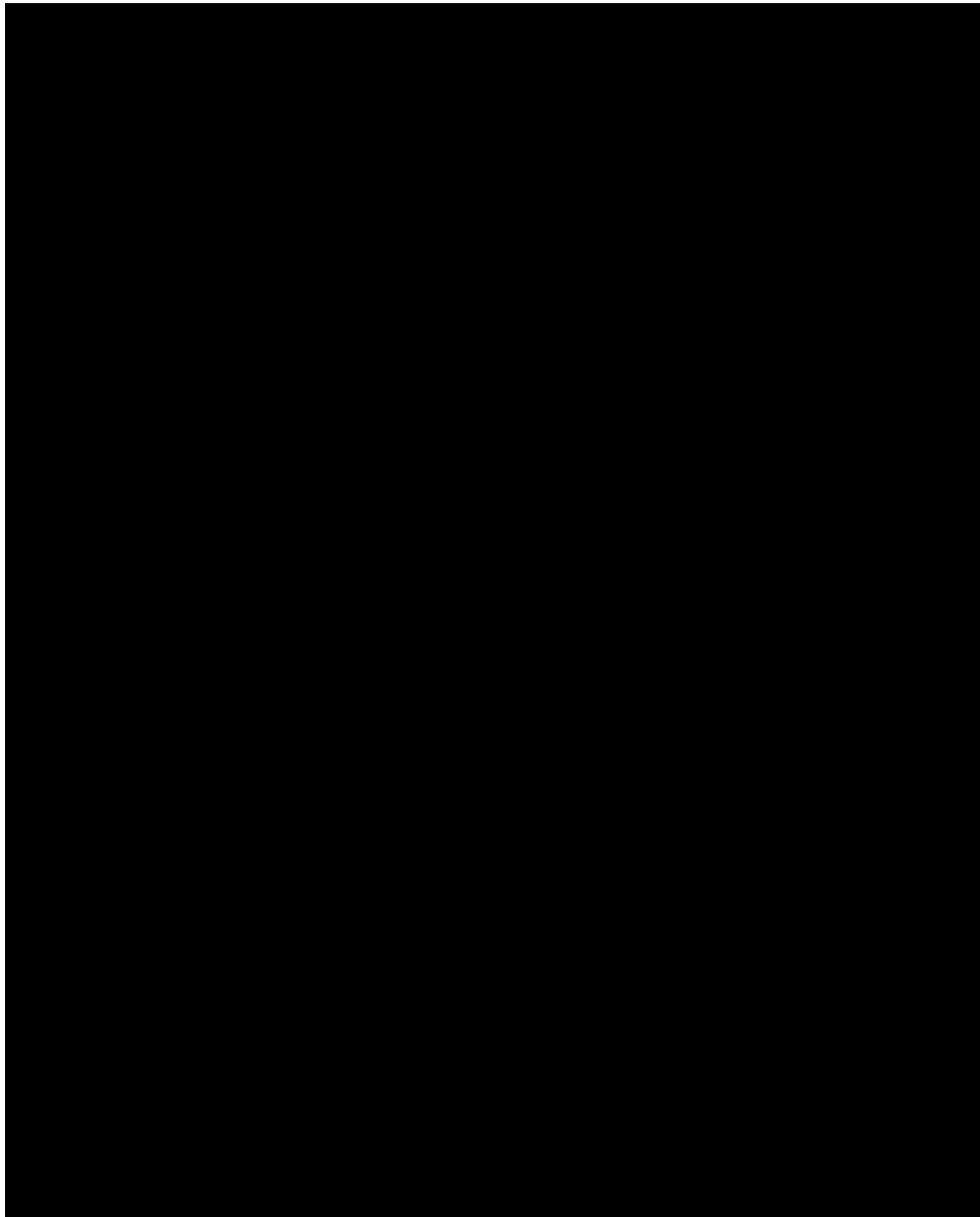


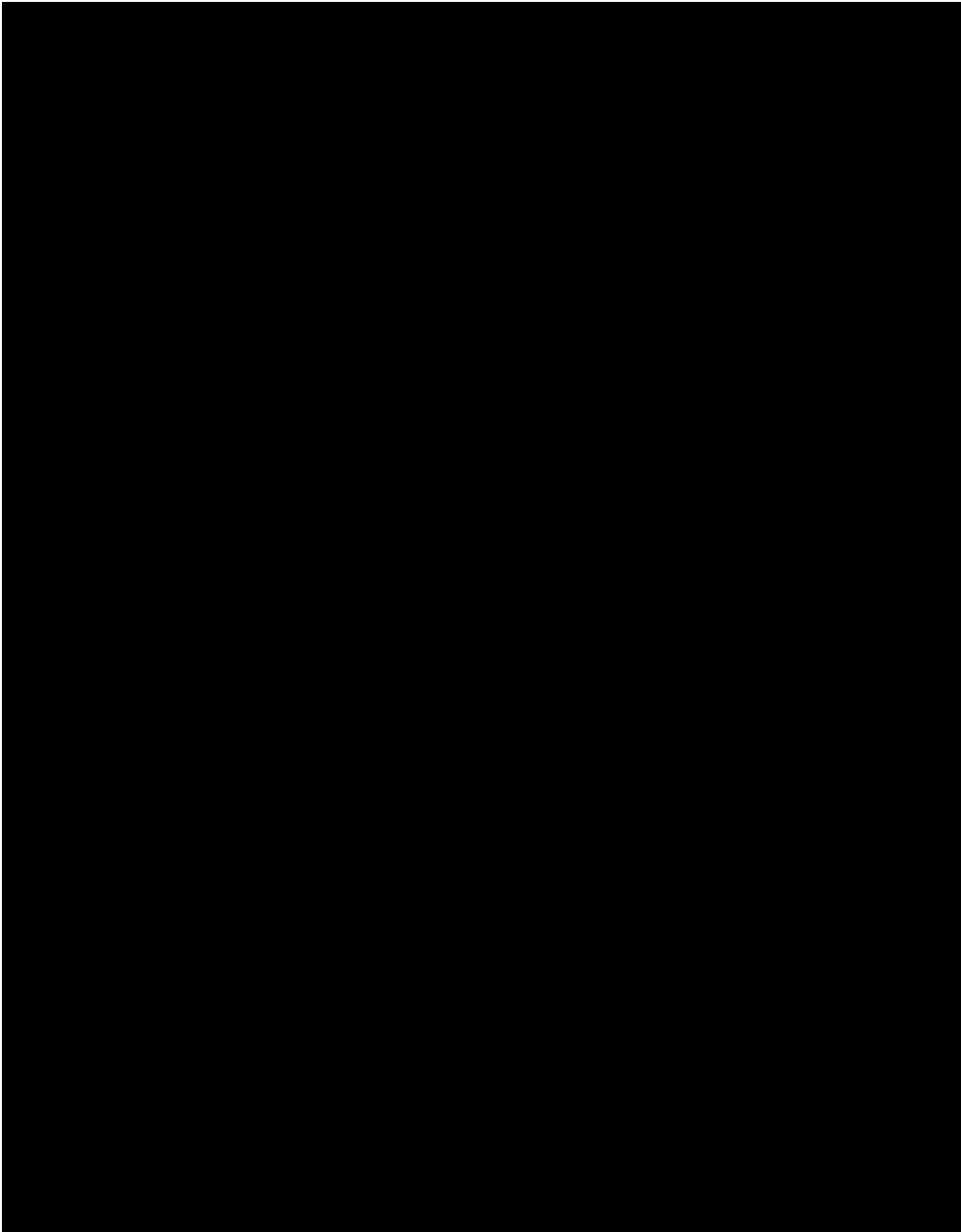


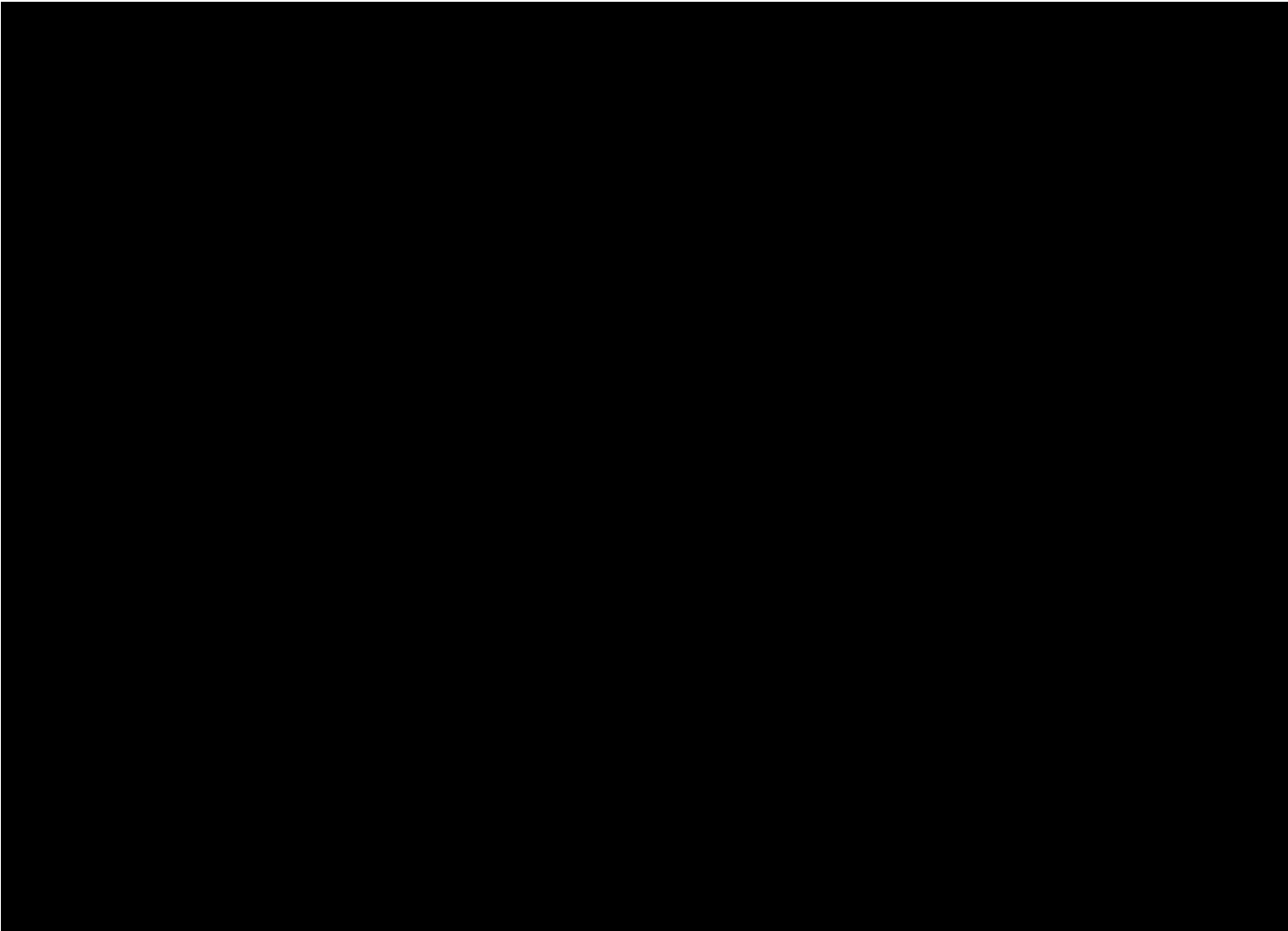


4. Payment by GEICO to Glassco: 







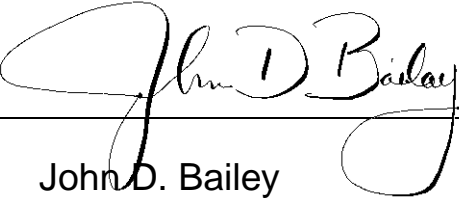


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES ON THE FOLLOWING PAGES]**

GLASSCO, INC.

By:



Print Name:

John D. Bailey

Its:

President, Glassco Inc

GOVERNMENT EMPLOYEES INSURANCE COMPANY, GEICO
INDEMNITY COMPANY, GEICO GENERAL INSURANCE COMPANY,
and GEICO CASUALTY COMPANY

By:



Print Name:

Justin Oliva

Its:

Senior Director, First Party Medical

EXHIBIT A

<u>Case Number</u>	<u>Insured/Assignee</u>
16-CC-036152	Gabriel Mercado
16-CC-040804	Sarah Hope
16-CC-040809	Gensy Hive
16-CC-031285	Florive Figueroa
16-CC-029302	Teresita Diaz
16-CC-029318	Fabian #1 Cortez
16-CC-031308	Daisy Reyes
16-CC-032746	Frantz Chariaten
16-CC-032810	Oswaldo Then
16-CC-032812	Sol Perez-Rodriguez
16-cc-032876	et al. Villegas, Jesse
16-CC-032876	Chrystopher Barber
16-CC-032876	Andrew Smith
16-CC-032876	Daniela Bezara
16-CC-032876	Reinaldo Bezara
16-CC-032876	Maria Ruiz
16-CC-032876	Frank Boynton
16-CC-032876	Jose Rodriguz
16-CC-032876	Ismael Rivera
16-CC-032876	John Richardson
16-CC-032876	Rosalina Casiano
16-CC-032876	Martha Gonzalez
16-CC-032876	Wilfredo Cotton-Diaz
16-CC-032876	Carlos Hernandez
16-CC-032876	Isabel Colon
16-CC-032876	Jennifer Falkiner
16-cc-032876	Iman Grant
16-CC-032876	Natalie Jaye
16-CC-032876	Lucienue Jobin
16-CC-032876	Luis Jurado
16-CC-032876	Jody Key
16-CC-032876	Yevier Lopez
16-CC-032876	David Pineiro-Manzano
16-CC-032876	Richard Medina
16-CC-032876	Pedro Medina
16-CC-032876	Javier Morales
16-CC-032876	Bernardo Morel
16-CC-032876	Betty Nazario

16-CC-032876	Monserdate Pagan
16-CC-032876	Agustine Pichardo
16-cc-032925	Andrea Delgado
16-CC-032941	Abdiel Sanchez
16-CC-034734	Quebeth Rodriguez
16-CC-034735	Donald Chapman
16-CC-036146	et al. Foweler, John
16-CC-036146	Ashley Taylor
16-CC-036146	Kevin Figueroa
16-CC-036146	Willis Crawford
16-CC-036146	Juan Calderon
16-CC-036146	Hermana Flearimond
16-CC-036146	Sharala Barnes
16-CC-036146	Luis Montes
16-CC-036146	Courtney Fuller
16-CC-036146	Jason Rodriguez
16-CC-036146	Paula Robinson-Beckles
16-CC-036146	Donald Thompson
16-CC-036146	Frances M. Felia-Martinez
16-CC-036248	Upton #1 Porte
16-cc-036270	Luz Ortiz
16-CC-036272	et al. Sanchez, Darien
16-CC-036272	Catrina Hernandez
16-CC-036272	Walter Morales
16-CC-036272	Hercules Ponseran
16-CC-036272	Raphael Sanders
16-CC-036272	Pedro Sanchez
16-CC-036272	Carlos Santiago
16-CC-036272	Oreoluwa Ajose
16-CC-036272	Marilyn Rodriguez-Bohorquez
16-CC-036272	Winter Bennett
16-CC-036272	Anthony Cannata
16-CC-036272	Cesdinet Colon
16-CC-036272	Catalino Colon
16-CC-036272	Juan Cruz
16-CC-036272	Sylvan Delaine Jr
16-CC-036272	Jesus Delgado
16-CC-036272	Laura Feliciano
16-CC-036272	Frank Fountain
16-CC-036272	Jennifer Colon-Garcia
16-CC-036272	Kniki Freeman

16-CC-036272	Felix Gonzalez
16-CC-036272	Willie Grimmage
16-CC-036272	Granera Gurdoam
16-CC-036272	Hayden Hontgas
16-CC-036272	William Lako
16-CC-036272	Anthony Martinez
16-CC-036272	Franklin Morgan
16-CC-036272	Saraida Mejia
16-CC-036272	Robert Mescia
16-CC-036272	Dennis Millicent
16-CC-036279	Uesenia Rivera-Tirado
16-CC-036334	Andrew Snavely
16-CC-036336	Aldo Moreno
16-CC-036934	Maricely #2 Medina
16-CC-037083	Soreio Zanottie
16-CC-037123	Brittney Barnett
16-CC-038500	Francia Valveellaton
16-CC-038521	Laura Pinzon
16-CC-038539	Shawn #1 Holder
16-CC-038552	Jackeline Gonzalez
16-CC-038566	Gonzalo Escobar
16-CC-038872	Dori Morales
16-CC-040766	Patricia Medley
16-CC-040871	Hector Chiciquinga

**CONFIDENTIAL SETTLEMENT AND RELEASE
AGREEMENT**

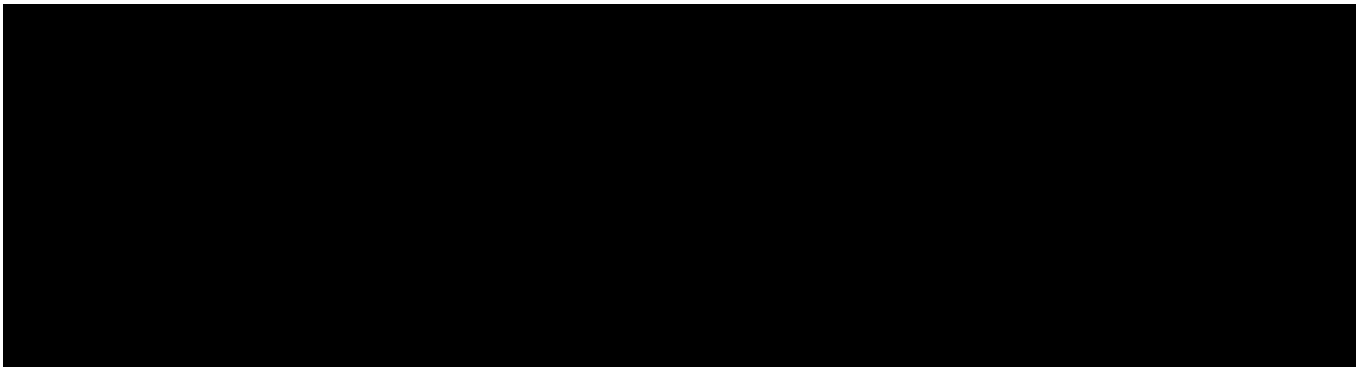
THIS CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is entered into as of September 22, 2023 (the "Effective Date") between Glassco, Inc, ("Glassco") and Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company and GEICO Casualty Company and their affiliated companies (collectively "GEICO"). Glassco and GEICO are referred to as the "Parties."

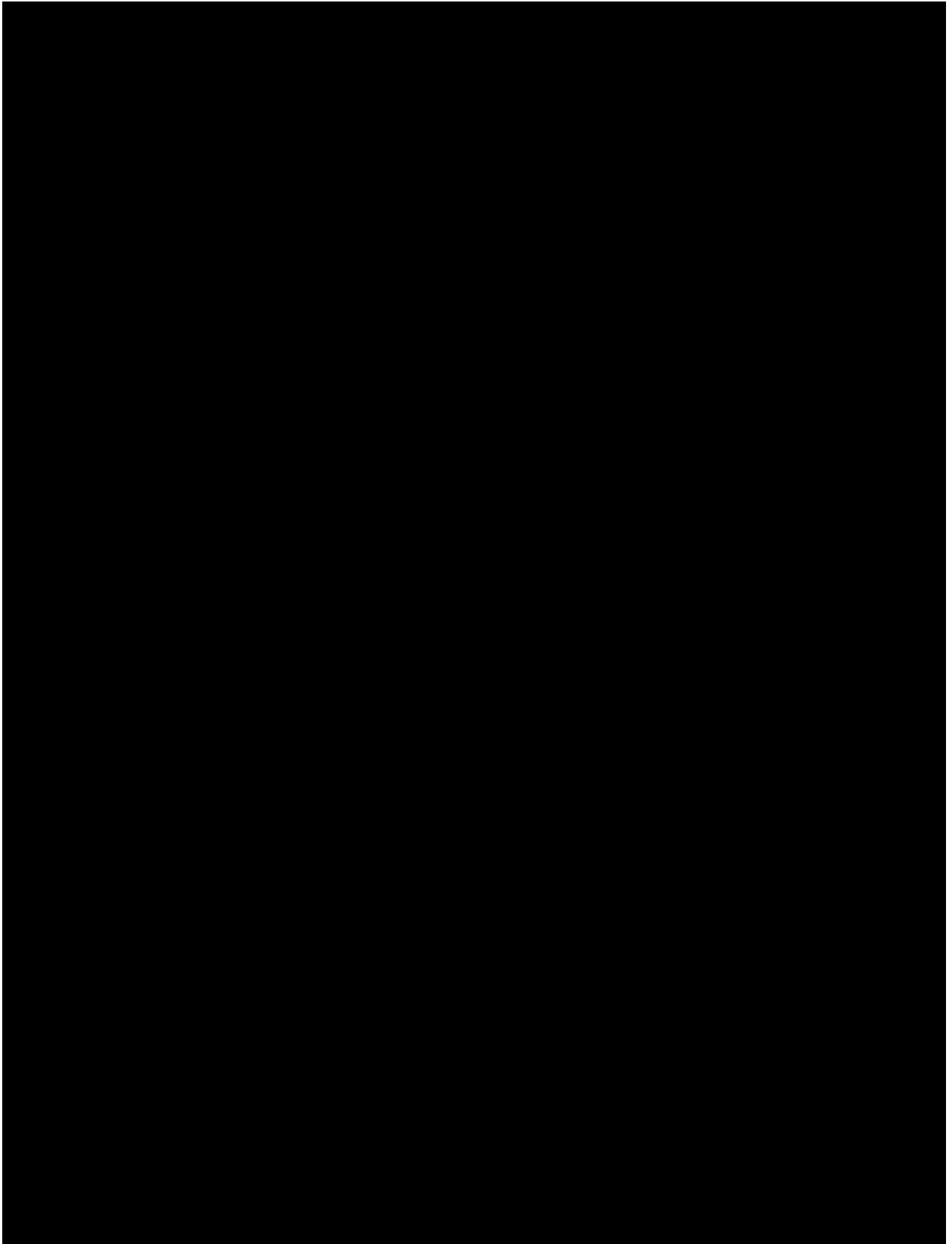
RECITALS

WHEREAS, the Parties are presently engaged in numerous actions pending in several Florida County Courts (collectively the "State Court Actions");

WHEREAS, the Parties also have disagreements and disputes regarding insurance claims involving Florida policies and/or work performed in Florida submitted by Glassco to GEICO relating to and arising out of work performed or services provided; and

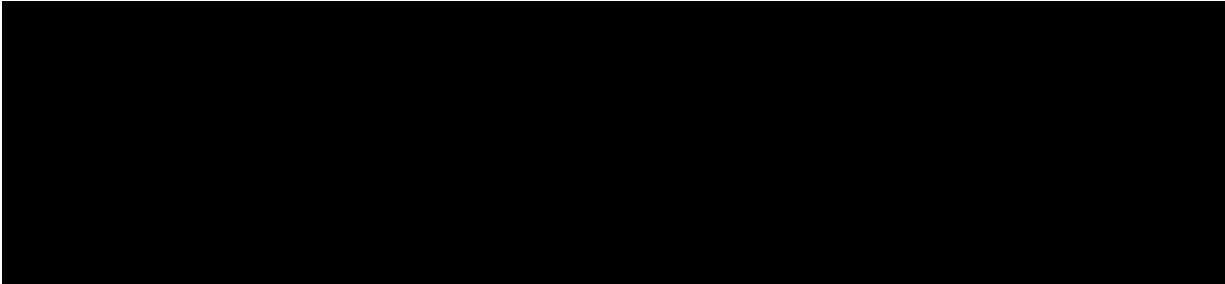
WHEREAS, the Parties intend to dismiss the State Court Actions and to further settle and resolve, by way of compromise and accord: all claims and counterclaims that have been or could have been asserted by the Parties in the State Court Actions and any other actions or proceedings ARISING OUT OF THE STATE COURT CLAIMS SUBMITTED AND ATTACHED HERETO AS EXHIBIT "A." THIS RELEASE IS LIMITED TO THOSE CLAIMS LISTED IN **EXHIBIT A.**

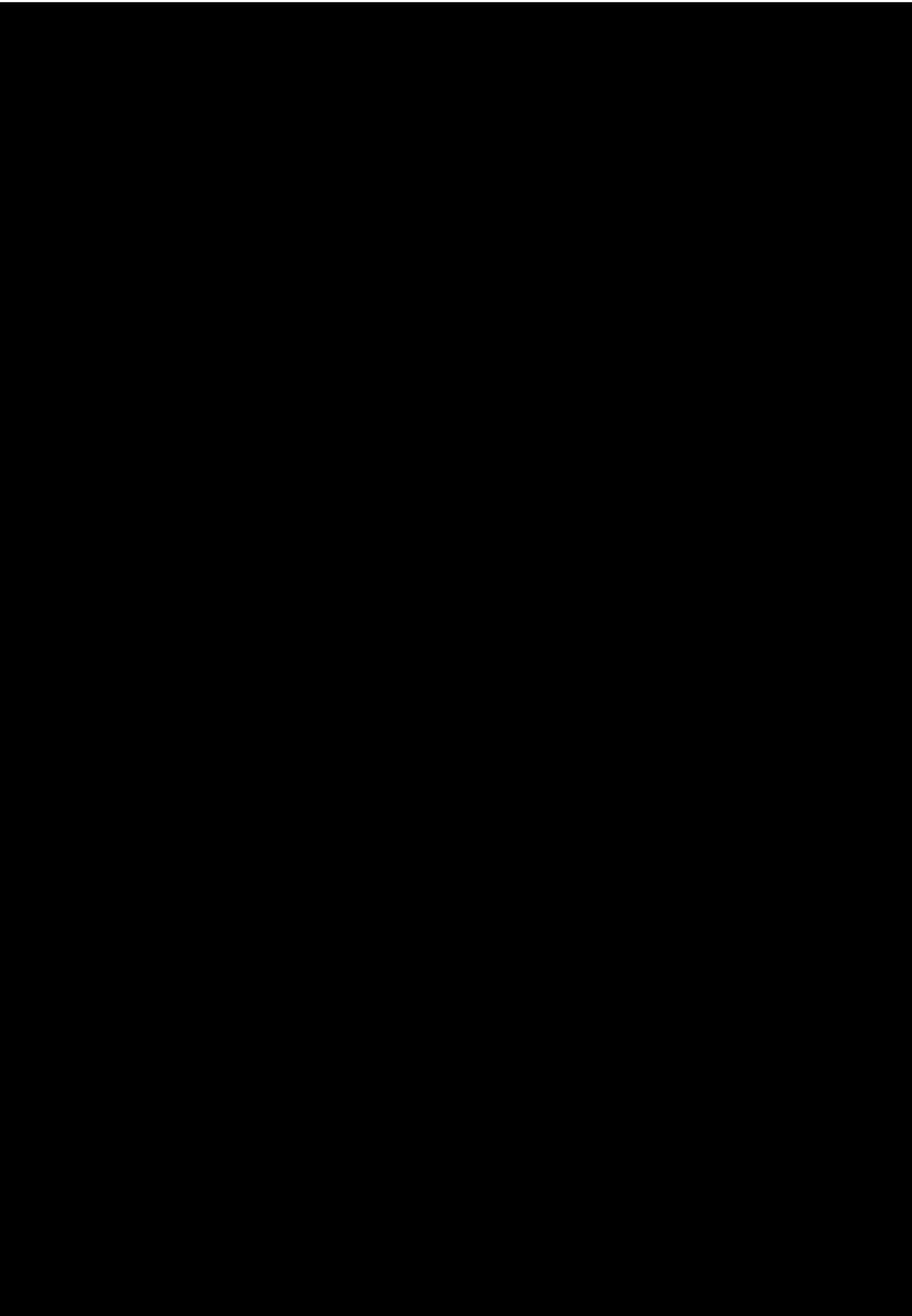


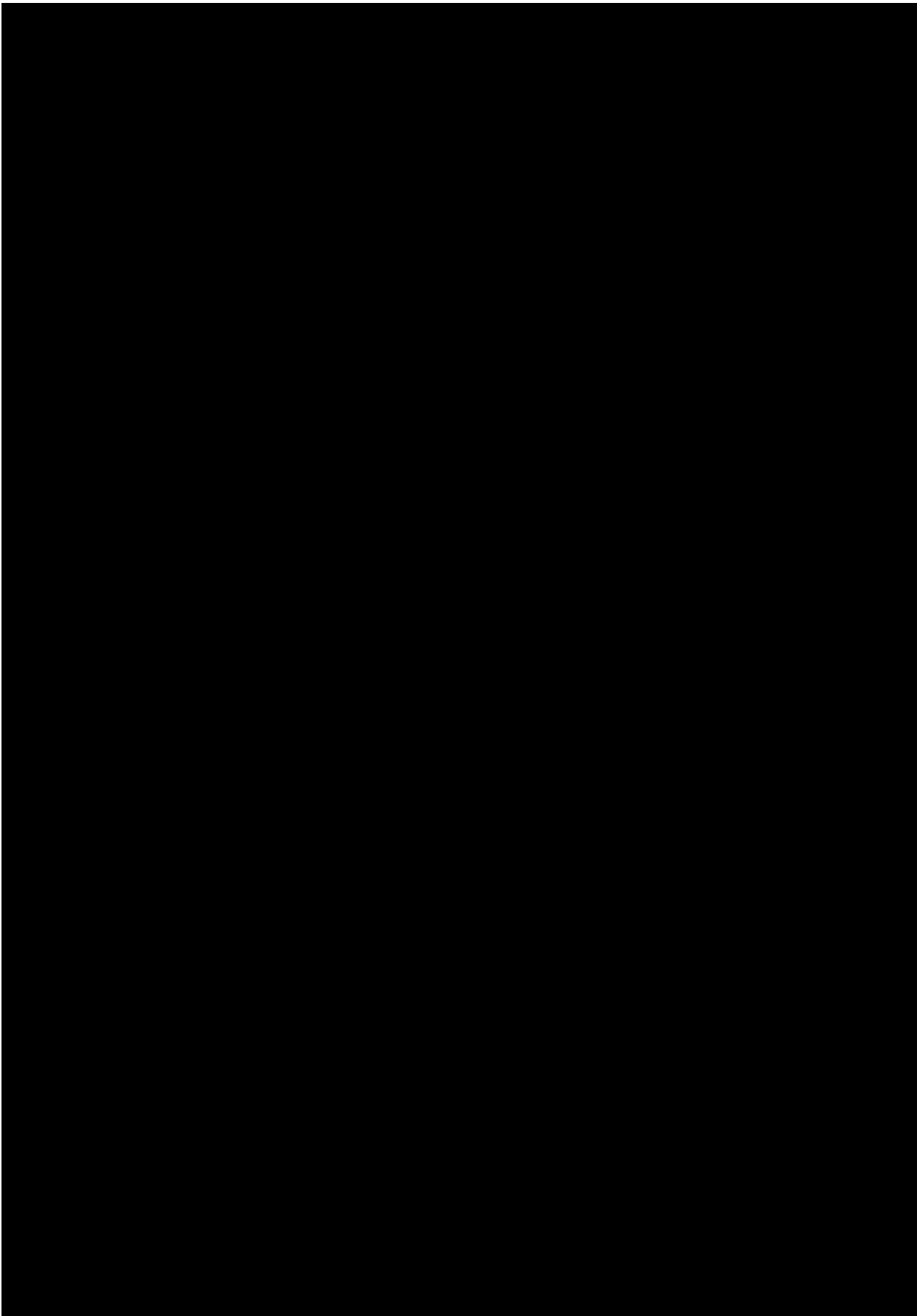


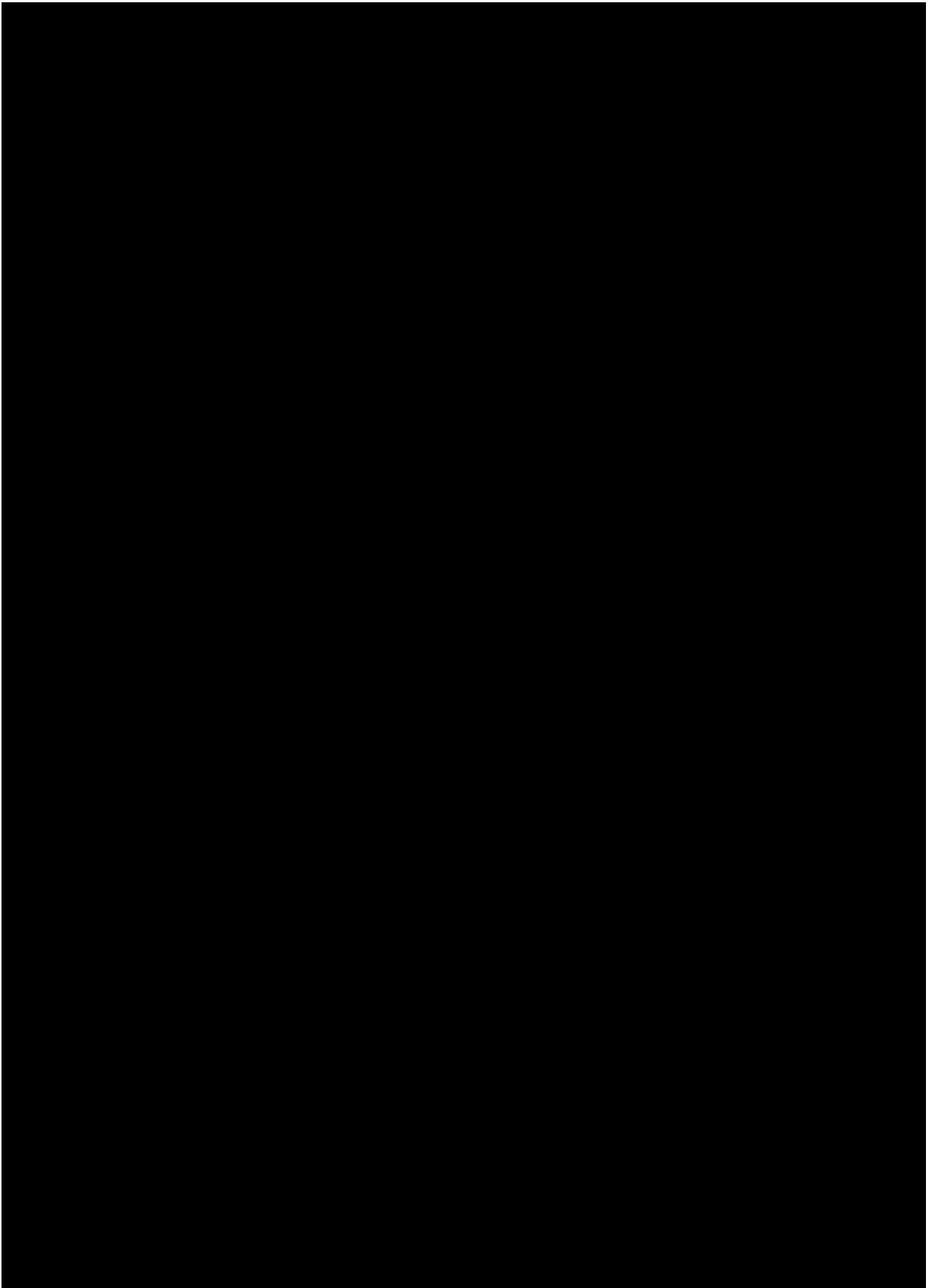


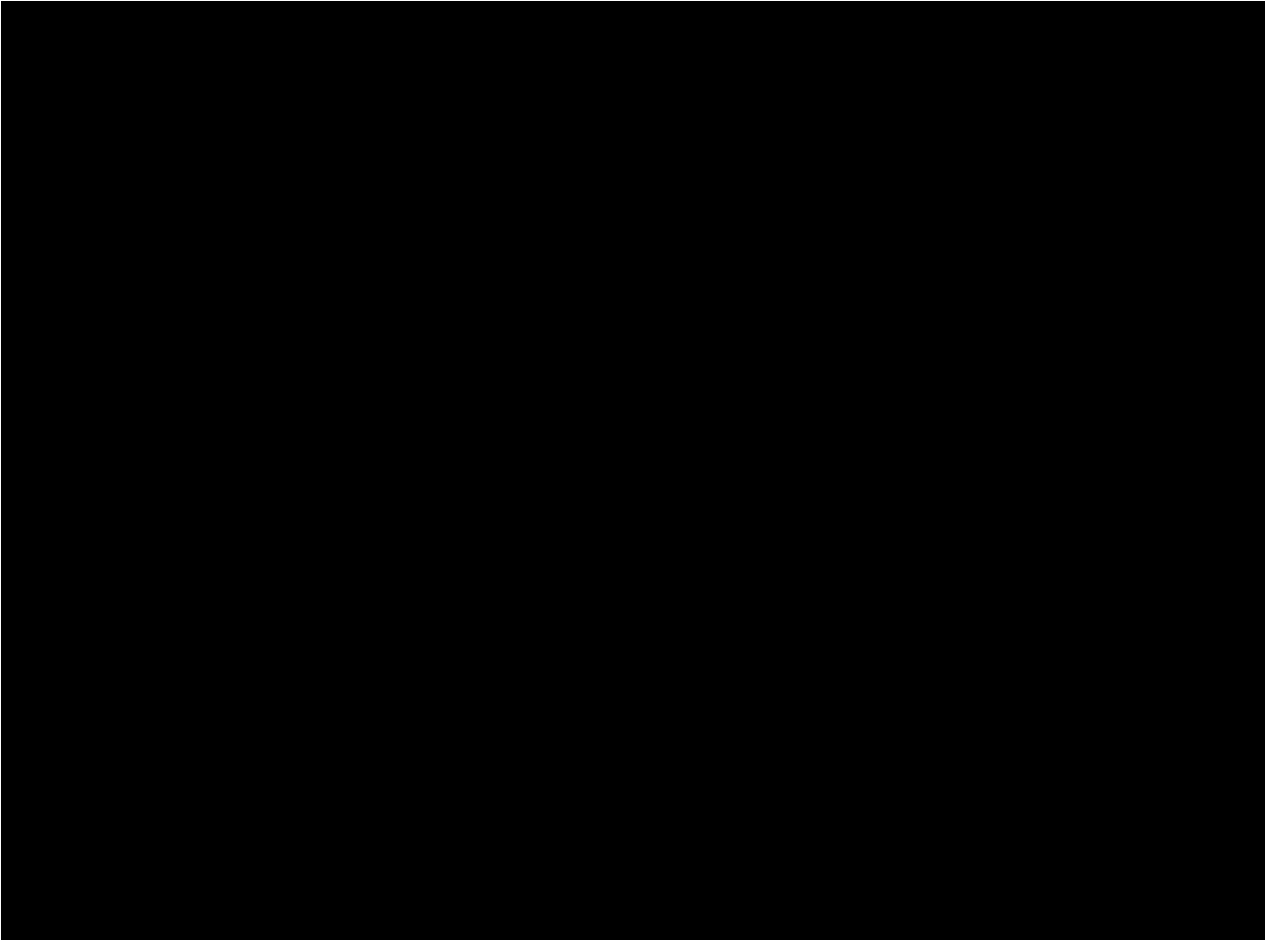
2. Payment by GEICO to Glasco:









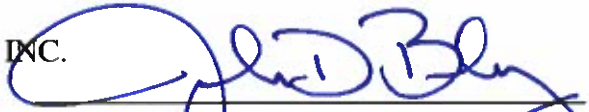


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES ON THE FOLLOWING PAGES]**

1. GLASSCO, INC.

By:


Print Name: John D Baitey
Its: Pres. Glassco Inc

2. GOVERNMENT EMPLOYEES INSURANCE COMPANY, GEICO
INDEMNITY COMPANY, GEICO GENERAL INSURANCE COMPANY,
and GEICO CASUALTY COMPANY

By:



Print Name: Justin Oliva
Its: Senior Director, First Party Medical

EXHIBIT A

Case Style	Case #
GLASSCO INC., as assignee of LUIS SANDOVAL	16-CC-027422
GLASSCO INC., as assignee of RAQUEL MEDINA-ALVAREZ	16-CC-027437
GLASSCO INC., as Assignee of RACHEL LUBIN	16-CC-029303
GLASSCO INC., as Assignee of RACHEL LUBIN	16-CC-029304
GLASSCO INC., as Assignee of EILEEN MOLINA	16-CC-029309
GLASSCO INC., as Assignee of JENNIFER PREITE	16-CC-029297
GLASSCO INC., as Assignee of PEDRO POLANCO-LOPEZ	16-CC-029310
GLASSCO INC., as Assignee of ROBERTO ROSARIO	16-CC-029311
GLASSCO INC., as Assignee of HAROLD ZAPATA	16-CC-029312
GLASSCO INC., as Assignee of SHANNON PEREZ	16-CC-029322
GLASSCO INC., as Assignee of JOAN MILLER	16-CC-031279
GLASSCO INC., as Assignee of CEVIOS CRUZ-BENITEC	16-CC-031292
GLASSCO INC., as Assignee of M RESTITUYO	16-CC-032759
GLASSCO INC., as Assignee of RENE ESPONDA-RODRIGUEZ	16-CC-032827
GLASSCO INC., as Assignee of GLORIA FUENTES	16-CC-032829
GLASSCO INC., as Assignee of LIZA GONZALEZ	16-CC-032870
Glassco, Inc aao Lady Rodriguez	20-CC-031949
Glassco, Inc., aao Nerishellyn Alvarez	20-CC-073667
Glassco, Inc aao RAMY RODRIGUEZ	21-CC-033434
GLASSCO, INC. aao Ruben Flores	19-CC-033293
GLASSCO, INC. aao Sixto Montilla	19-CC-033297
Lead Case - GLASSCO, INC. aao Luis Villa	19-CC-022671
CT 2 - John Villanueva	19-CC-022671
CT 3 - Sonia Mejia	19-CC-022671
CT 4 - Nathaniel Waidrop	19-CC-022671
CT 5 - Kenny Calonge	19-CC-022671
CT 6 - Zoraida Perez	19-CC-022671
CT 7 - Roberto Sigler	19-CC-022671
CT 8 - Andres Torres	19-CC-022671
CT 9 - Ana Alvarez-DeLopez	19-CC-022671
CT 10 - Roland Funes	19-CC-022671
CT 11 - John Reyes	19-CC-022671
CT 12 - Ramon Hernandez	19-CC-022671
CT 13 - Marile Perez	19-CC-022671
CT 14 - Victor Marsich	19-CC-022671
CT 15 - Jose Osovio	19-CC-022671
CT 16 - Darline Racine	19-CC-022671
Lead Case - GLASSCO, INC. aao Norma Hernandez	19-CC-022687

CT 2 - Taylor Philpot	19-CC-022687
CT 3 - Ezequiel Ayala	19-CC-022687
CT 4 - Eugenio Ayala	19-CC-022687
CT 5 - Calar Braxton	19-CC-022687
CT 6 - Tiana Lopez	19-CC-022687
CT 7 - Frederick Dupree	19-CC-022687
CT 8 - Jenemy Maxwell	19-CC-022687
CT 9 - Ernesto Machado	19-CC-022687
CT 10 - Eyner Moreno	19-CC-022687
CT 11 - Edson Fonseca-Conde	19-CC-022687
CT 12 - Samuel Castro	19-CC-022687
CT 13 - Cinthia Vissepo	19-CC-022687
Lead Case - GLASSCO, INC. aao Carlos Colon	19-CC-022836
CT 2 - Maria Rosario-Rivera	19-CC-022836
CT 3 - Reinaldo Negron	19-CC-022836
CT 4 - Mana Michelena	19-CC-022836
CT 5 - Celeste Newell	19-CC-022836
CT 6 - Ricardo Sanchez	19-CC-022836
CT 7 - Petuiar Defoe	19-CC-022836
GLASSCO, INC. aao Natalie Medina	19-CC-005064
CT 2 - Javier Medina	19-CC-005064
CT 3 - Saraida Mejia	19-CC-005064
CT 4 - Angel Melendez	19-CC-005064
CT 5 - Pedro Melendez	19-CC-005064
CT 6 - Juan Melendez	19-CC-005064
CT 7 - Gamaliel Mendez	19-CC-005064
CT 8 - Joe Mendez	19-CC-005064
CT 9 - Carlos Midence	19-CC-005064
CT 10 - Lourdes Milagros	19-CC-005064
CT 11 - Pablo Rosa	19-CC-005064
CT 12 - Joshua Rosario	19-CC-005064
CT 13 - Mayola Ross	19-CC-005064
CT 14 - Dentist Ruiz	19-CC-005064
CT 15 - Myma Ruiz	19-CC-005064
CT 16 - James Saintval	19-CC-005064
CT 17 - Katrina Samuels	19-CC-005064
CT 18 - Elba Cuevas-Sanchez	19-CC-005064
CT 19 - Angel Sanchez	19-CC-005064
CT 20 - Ivan Santana	19-CC-005064
CT 21 - Nanay Colon-Santana	19-CC-005064
CT 22 - Richard Santana	19-CC-005064

CT 23 - Maria Santiago	19-CC-005064
CT 24 - Israel Santiago	19-CC-005064
CT 25 - Jesus Santiago	19-CC-005064
CT 26 - Julio Segui	19-CC-005064
CT 27 - Osualdo Miranda	19-CC-005064
CT 28 - Johanny Montanez	19-CC-005064
CT 29 - Felicito Montero	19-CC-005064
CT 30 - Oscar Montoya	19-CC-005064
GLASSCO, INC. aao Ashley McAlpine	19-CC-006769
CT 2 - Lenora Solano	19-CC-006769
CT 3 - Dave Sookraj	19-CC-006769
CT 4 - Michea Sotelic	19-CC-006769
CT 5 - Mirely Sotero	19-CC-006769
CT 6 - Elizabeth Soto	19-CC-006769
CT 7 - Henry Stamps	19-CC-006769
CT 8 - Maribel Sul	19-CC-006769
CT 9 - Charien Sullivan	19-CC-006769
CT 10 - Amanda Taute	19-CC-006769
CT 11 - Juanetta Thompson	19-CC-006769
CT 12 - Laura Tiarjanji	19-CC-006769
CT 13 - Tabitha Tirado	19-CC-006769
CT 14 - Kathryn Tomlin	19-CC-006769
CT 15 - John Torrens	19-CC-006769
CT 16 - Rebeca Urbina	19-CC-006769
CT 17 - Manuel Urbine	19-CC-006769
CT 18 - Rebecca Urbing	19-CC-006769
CT 19 - Noemi Valentin	19-CC-006769
CT 20 - Fladio Valentin	19-CC-006769
CT 21 - Jose Valiente	19-CC-006769
CT 22 - John Vargas	19-CC-006769
CT 23 - Evelyn Vega	19-CC-006769
CT 24 - Marieliz Velazquez	19-CC-006769
CT 25 - Orquidea Velez	19-CC-006769
CT 26 - Sonya Velez	19-CC-006769
CT 27 - Sandra Vigo	19-CC-006769
CT 28 - Wayne Walters	19-CC-006769
CT 29 - Celia Warner	19-CC-006769
CT 30 - Patrick Washington	19-CC-006769
Lead Case - GLASSCO, INC. aao Edward Barretto	19-CC-006774
CT 2 - Rosa Barbon	19-CC-006774
CT 3 - Leopoldo Bonetti	19-CC-006774

CT 4 - Kayla Bernal	19-CC-006774
CT 5 - Stacey Bennett	19-CC-006774
CT 6 - Maria Bautista	19-CC-006774
CT 7 - Christa Battle	19-CC-006774
CT 8 - Betmary Bosque	19-CC-006774
CT 9 - Martha Burdette	19-CC-006774
CT 10 - Helen Bustamante	19-CC-006774
CT 11 - Henry Cabrera	19-CC-006774
CT 12 - Ignacio Campos-Perez	19-CC-006774
CT 13 - Bianca Candelo	19-CC-006774
CT 14 - Danial Carmi	19-CC-006774
CT 15 - Hector Carmona	19-CC-006774
CT 16 - Christopher Carter	19-CC-006774
CT 17 - Miguel Castillo	19-CC-006774
CT 18 - Marihelena Castro	19-CC-006774
CT 19 - Aron Catalano	19-CC-006774
CT 20 - Kamali Chamberlain	19-CC-006774
CT 21 - Josh Chism	19-CC-006774
CT 22 - Shamim Choudhury	19-CC-006774
CT 23 - Maria Coban	19-CC-006774
CT 24 - Patricia Copenhaver	19-CC-006774
CT 25 - Leroy Cordova (Claim #1)	19-CC-006774
CT 26 - Leroy Cordova (Claim #2)	19-CC-006774
CT 27 - Keenan Crowley	19-CC-006774
CT 28 - Juan Cruz (Claim #1)	19-CC-006774
CT 29 - Juan Cruz (Claim #2)	19-CC-006774
CT 30 - Stephanie Cruz	19-CC-006774
CT 31 - Linda Cupperman	19-CC-006774
CT 32 - Jose Delean	19-CC-006774
CT 33 - Elizabeth Deya-Cruz	19-CC-006774
GLASSCO, INC. aao Elves Vlann	19-CC-006780
CT 2 - Rosa Volez-Barbon	19-CC-006780
CT 3 - John Vidaillet	19-CC-006780
CT 4 - Andres Valasquez	19-CC-006780
CT 5 - Jacqueline Warden	19-CC-006780
CT 6 - Chad West	19-CC-006780
CT 7 - Antonio Weston	19-CC-006780
CT 8 - Jonathan Wilson	19-CC-006780
CT 9 - Jose Worat-Ruiz	19-CC-006780
CT 10 - Hope Woycehoski	19-CC-006780
CT 11 - Carol Wright	19-CC-006780

CT 12 - Bradley Zientara	19-CC-006780
CT 13 - William Woodruff	19-CC-006780
CT 14 - Christine Stneck	19-CC-006780
CT 15 - Brian Telfort	19-CC-006780
CT 16 - Thomas Harris	19-CC-006780
CT 17 - Raza Abid	19-CC-006780
CT 18 - Robby Bacosa	19-CC-006780
CT 19 - Lyndon Johnson	19-CC-006780
CT 20 - Mitch Maignan	19-CC-006780
CT 21 - Tyler Stirtzinger	19-CC-006780
CT 22 - Anfernee Purkiss	19-CC-006780
CT 23 - Misty Singer (Claim #1)	19-CC-006780
CT 24 - Misty Singer (Claim #2)	19-CC-006780
CT 25 - Kyle Rose	19-CC-006780
CT 26 - Domingo Maldonado-Roman	19-CC-006780
CT 27 - Rosa DeJesus	19-CC-006780
CT 28 - Angie Santana-Aldi	19-CC-006780
CT 29 - Troy Kocner	19-CC-006780
Jorge Acosta	20-CC-028769
Lead Case - Abel Ramos-Oliveros	20-CC-028769
Milton Alvarado	20-CC-028769
Milton Alvarado	20-CC-028769
Milton Alvarado	20-CC-028769
Denish Pinkett	20-CC-028769
Douglas Grant	20-CC-028769
Justin Hazard	20-CC-028769
Justin Hazard	20-CC-028769
Maria Chin	20-CC-028769
Shannon Butler	20-CC-028769
Manuel Moreno	20-CC-028769
Geovanny Martinez-Ocana	20-CC-028769
Geovanny Martinez-Ocana	20-CC-028769
Shirley Santos	20-CC-028769
Mae Kelly	20-CC-028769
Jose De Jesus	20-CC-028769
Reuben Stutzman	20-CC-028769
Luisa Mendoza	20-CC-028769
Rosalba Ramirez	20-CC-028769
Tylor McCready	20-CC-028769
Sharon Johnson	20-CC-028769
Reinaldo Martinez	20-CC-028769

Jose Bonilla	20-CC-028769
Monique Batchelor	20-CC-028769
Chmari Anderson	20-CC-028769
Marangeli Hernandez	20-CC-028769
Schuyler McVicker	20-CC-028769
Rosa Rivera	20-CC-028769
Lead case - Frankel Favra	20-CC-073663
Joel Alvarado	20-CC-073663
Frances Rivera	20-CC-073663
Bryan Rosales-Banzeras	20-CC-073663
April Cunninghamwhite	20-CC-073663
Miguel Hernandez	20-CC-073663
Autumn Henderson	20-CC-073663
Louis Casseus	20-CC-073663
Raijinder Kaur	20-CC-073663
Wayne Adams	20-CC-073663
B Lugo	18-CC-001690
Hieolito Perez	20-CC-031959
Alex Rics	20-CC-031959
Raul Gonzalez	23-CC-068023
Manuel Parrilla	23-CC-068020
Gerardo Solorzano	22-CC-092694
Mikail Sahin	22-CC-076012
Jason Cottman	22-CC-070919
Jakim Fernandez	22-CC-070919
Caitlyn Huyser-Jeraold	22-CC-070918
Samuel Marrero	22-CC-070918
Daniel Rodriguez-Manot	22-CC-055119
Carmen Cruz	22-CC-055119
Melanie Lynn-Smith	22-CC-043110
Jorge Acevedes	22-CC-051979
Michael Hernandez	22-CC-043064
Rainer Vivas	22-CC-043112
Jorge Acevedes	22-CC-043110
Douglas Duran	22-CC-043111
Elwood Camacho	22-CC-025986
Di-Stephano Ocail	22-CC-006796
Chilinsky Joassaint	21-CC-113441
Kathleen Rivera	22-CC-006788
N Escobar	16-CC-040754
M Guayo	16-CC-040760

E William	17-CC-037831
M Vegas	16-CC-034401
Yaniel Rivera	19-CC-033292
Giulianna Rhyne	19-CC-006771
Reshanel Williams	20-CC-031949
Victor Matros	20-CC-031949
Cristhina Vispo	20-CC-031949
Kathleen Lopez	20-CC-031949
Erica Coleman	20-CC-031949
Edwin Ramirez	20-CC-031949
Jose Rivera	20-CC-031949
Jasmin Melendez	20-CC-031949
Sara Cuente	20-CC-031949
Doris Lewis	20-CC-031949
Samero Mason	20-CC-031949
Fernando Borrego	20-CC-031949
Nelson Jimenez	20-CC-031949
Nancy Strojny	20-CC-031949
Marlene Lebron	20-CC-031949
Robert Clark	20-CC-031949
Rafael Maldonado	20-CC-031949
Rymiece Henry	20-CC-031949
Michelle Tapia	20-CC-031949
Jesus Fagundez	20-CC-031949
Maria Bollard	20-CC-073667
Harry Torres Vazquez	20-CC-073667
Jesus Maldonado	20-CC-073667
Angel Lopez	20-CC-073667
Adam Munoz	20-CC-073667
Lorena Moscoso	20-CC-073667
Pablo Gonzalez	20-CC-073667
Myrna Castro	20-CC-073667
Moises De La Rosa	20-CC-073667
Anderson Jones	20-CC-073667
Anderson Jones	20-CC-073667
Cesar Aramburu	20-CC-073667
Katherine Esteves-Roman	20-CC-073667
Catherine Josey	20-CC-073667
Jeannie Rivera	20-CC-073667
Shirley Russell	20-CC-073667
Jorge Jimenez	20-CC-073667

Martha Ortega	20-CC-073667
Yvis Barrios	20-CC-073667
Joshua Ladda	20-CC-073667
Thomas Raulerson	20-CC-073667
Isidro Hernandez	20-CC-073667
Carlos Lopez	20-CC-073667
Pablo Inocencio	21-CC-033434
Pablo Inocencio	21-CC-033434
Emiah Jasmin	21-CC-033434
Nilo Henriquez	21-CC-033434
Tosha Taylor	21-CC-033434
Griselda Meynard	21-CC-033434
Robert Marsch	21-CC-033434
Juan Guzman-Hiraldo	21-CC-033434
Lajaute Williams	21-CC-033434
Darlene Pierre	21-CC-033434
Ronald Jones	19-CC-033293
Yolanda Moncada-Zanna	19-CC-033293
Awilda Ortiz	19-CC-033293
Luis Perez	19-CC-033293
Stephanie Polanco	19-CC-033293
Jonathan Torres	19-CC-033293
Luis Vivas	19-CC-033293
Jacqueline Kho Yap	19-CC-033293
Rosalie Rodriguez	19-CC-033293
Zuleyka Sanchez	19-CC-033293
Jose Perez	19-CC-033293
Sofia Salamanca	19-CC-033293
Andrea Tavares	19-CC-033293
Brenda Wensel-Ladontaine	19-CC-033293

EXHIBIT 1

COMPANY	REFERRAL NUMBER	REF DATE	LOSS DATE	CITY	STATE	CLAIM NUMBER	SHOP NAME	INVOICED	DIFFERENCE	PAID
GI	627878	2-Jan-18	25-Dec-17	NEW PRT RCHY	FL	0564766620101059	AUTOGLASS AMERICA	1621.72	-1124.22	497.5
GI	655769	3-Jan-18	2-Jan-18	LAKELAND	FL	0604734590101014	AUTOGLASS AMERICA	1655.11	-1242.16	412.95
GG	681153	5-Jan-18	4-Jan-18	LAKELAND	FL	0496214080101031	AUTOGLASS AMERICA	815.19	-310.69	504.5
GI	773000	11-Jan-18	10-Jan-18	NEW PRT RCHY	FL	0513783800101025	AUTOGLASS AMERICA	795.52	-795.52	0
GI	814060	14-Jan-18	14-Jan-18	JACKSONVILLE	FL	0507920990101088	AUTOGLASS AMERICA	735.09	-165.75	569.34
GG	821534	15-Jan-18	15-Jan-18	CLEARWATER	FL	0555366350101030	AUTOGLASS AMERICA	1166.24	-755.45	410.79
GI	828765	15-Jan-18	13-Jan-18	CLEARWATER	FL	0494239280101038	AUTOGLASS AMERICA	1197.76	-1197.76	0
GG	848450	16-Jan-18	15-Jan-18	HOLIDAY	FL	0597613070101018	AUTOGLASS AMERICA	1191.02	-744.45	446.57
GG	891972	19-Jan-18	2-Nov-17	TAMPA	FL	0300230960101046	AUTOGLASS AMERICA	1463.64	-294.25	1169.39
GI	895105	19-Jan-18	19-Nov-17	BRANDON	FL	0465082440101034	AUTOGLASS AMERICA	997.21	-591.27	405.94
GI	912982	20-Jan-18	17-Jan-18	PORT RICHEY	FL	0390852500101193	AUTOGLASS AMERICA	1372.02	-897.12	474.9
GG	935915	22-Jan-18	9-Dec-17	PINELLAS PARK	FL	0105968580101253	AUTOGLASS AMERICA	733.72	-438.28	295.44
GI	940513	22-Jan-18	19-Jan-18	WIMAUMA	FL	0116042240101074	AUTOGLASS AMERICA	629.92	-379.32	250.6
GI	951951	23-Jan-18	18-Jan-18	SEFFNER	FL	0552002220101032	AUTOGLASS AMERICA	909.75	-548.37	361.38
GG	955206	23-Jan-18	27-Dec-17	ELLENTON	FL	0289477470101074	AUTOGLASS AMERICA	1209.24	-776.48	432.76
GG	964949	24-Jan-18	24-Jan-18	ST PETERSBURG	FL	0373711320101083	AUTOGLASS AMERICA	1391.64	-219.35	1172.29
GE	968801	24-Jan-18	18-Jan-18	BRADENTON	FL	0569180230101027	AUTOGLASS AMERICA	630.42	-385.4	245.02
GI	970152	24-Jan-18	15-Jan-18	RIVERVIEW	FL	0307780090101087	AUTOGLASS AMERICA	1256.32	-821.45	434.87
GG	973058	24-Jan-18	23-Jan-18	NEW PRT RCHY	FL	0576852340101052	AUTOGLASS AMERICA	1765.83	-1765.83	0
GG	973508	24-Jan-18	24-Jan-18	SPRING HILL	FL	0583907540101012	AUTOGLASS AMERICA	773.22	-479.15	294.07
GG	975257	24-Jan-18	24-Jan-18	CLEARWATER	FL	0546875430101010	AUTOGLASS AMERICA	1785.35	-1165.31	620.04
GI	990845	25-Jan-18	25-Jan-18	MULBERRY	FL	0511235080101029	AUTOGLASS AMERICA	1559.48	-1023.53	535.95
GI	993797	25-Jan-18	24-Jan-18	TAMPA	FL	0618611580101010	AUTOGLASS AMERICA	878.08	-529.36	348.72
GG	056460	26-Jan-18	26-Jan-18	RIVERVIEW	FL	0172743690101040	AUTOGLASS AMERICA	1324.03	-802.23	521.8
GE	075190	28-Jan-18	27-Jan-18	CLEARWATER	FL	0545933050101025	AUTOGLASS AMERICA	885.62	-564.37	321.25
GG	080367	29-Jan-18	15-Jan-18	LUTZ	FL	0489457380101016	AUTOGLASS AMERICA	1261.83	-797.42	464.41
GI	086260	29-Jan-18	26-Jan-18	TAMPA	FL	0492479920101053	AUTOGLASS AMERICA	1053.55	-659.92	393.63
GG	097168	29-Jan-18	29-Dec-17	PORT RICHEY	FL	0341523480101061	AUTOGLASS AMERICA	1122.65	-669.89	452.76
GG	102480	30-Jan-18	25-Jan-18	LAKELAND	FL	0397390370101053	AUTOGLASS AMERICA	1260.92	-789.61	471.31
GE	108599	30-Jan-18	27-Jan-18	VALRICO	FL	0099506080101122	AUTOGLASS AMERICA	1728.37	-1109.8	618.57
GG	109657	30-Jan-18	26-Jan-18	PORT RICHEY	FL	0412563400101050	AUTOGLASS AMERICA	1043.53	-672.95	370.58
GG	124014	31-Jan-18	29-Jan-18	ZEPHYRHILLS	FL	0460938780101014	AUTOGLASS AMERICA	710.57	-438.76	271.81
GG	124540	31-Jan-18	3-Feb-14	ST PETERSBURG	FL	0140368280101116	AUTOGLASS AMERICA	772.39	-460.6	311.79
GI	129832	31-Jan-18	17-Jan-18	NEW PRT RCHY	FL	0463335810101097	AUTOGLASS AMERICA	1798.76	-1401.38	397.38
GG	133645	31-Jan-18	18-Dec-17	SEFFNER	FL	0589858270101017	AUTOGLASS AMERICA	745.31	-454.43	290.88
GG	137391	1-Feb-18	30-Jan-18	WESLEY CHAPEL	FL	0547743880101022	AUTOGLASS AMERICA	1078.67	-685.07	393.6
GI	142894	1-Feb-18	31-Jan-18	NEW PORT RICHEY	FL	0600402550101010	AUTOGLASS AMERICA	1718.79	-1055.55	663.24
GI	144646	1-Feb-18	23-Dec-17	SPRING HILL	FL	0173717990101180	AUTOGLASS AMERICA	967.34	-595.62	371.72
GI	145313	1-Feb-18	30-Jan-18	NEW PRT RCHY	FL	0516208550101055	AUTOGLASS AMERICA	770.76	-455.97	314.79
GG	146657	1-Feb-18	29-Jan-18	LAKELAND	FL	0365573030101088	AUTOGLASS AMERICA	1590.11	-1023.83	566.28
GI	148146	1-Feb-18	1-Feb-18	SEFFNER	FL	0491963300101032	AUTOGLASS AMERICA	1026.75	-654.63	372.12
GG	155908	2-Feb-18	1-Feb-18	BRANDON	FL	0592606990101014	AUTOGLASS AMERICA	745.32	-438.71	306.61
GG	157942	2-Feb-18	26-Jan-18	LAKELAND	FL	0323361910101084	AUTOGLASS AMERICA	1580.15	-1232.8	347.35
GG	158363	2-Feb-18	2-Feb-18	PORT RICHEY	FL	0340946090101059	AUTOGLASS AMERICA	1508.89	-1014.07	494.82
GG	158510	2-Feb-18	25-Jan-18	PORT RICHEY	FL	0340946090101067	AUTOGLASS AMERICA	694.76	-411.3	283.46
GI	159512	2-Feb-18	15-Jan-18	ST PETERSBURG	FL	0235462240101062	AUTOGLASS AMERICA	646.69	-400.45	246.24
GG	162228	2-Feb-18	22-Jan-18	WINTER HAVEN	FL	0573443850101030	AUTOGLASS AMERICA	692.75	-414.12	278.63
GG	169587	2-Feb-18	26-Jan-18	PORT RICHEY	FL	0412563400101068	AUTOGLASS AMERICA	1656.34	-1025.92	630.42
GG	171016	3-Feb-18	24-Jan-18	TRINITY	FL	0384302920101041	AUTOGLASS AMERICA	873.4	-465.24	408.16
GI	183048	5-Feb-18	5-Feb-18	WESLEY CHAPEL	FL	0458759400101067	AUTOGLASS AMERICA	1408.3	-261.58	1146.72
GG	185689	5-Feb-18	4-Feb-18	TAMPA	FL	0459381940101033	AUTOGLASS AMERICA	682.26	-422.99	259.27
GI	192563	5-Feb-18	2-Feb-18	NEW PRT RCHY	FL	0360549810101022	AUTOGLASS AMERICA	1163.09	-753.87	409.22

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GG	193349	5-Feb-18	20-Dec-17	LAND O LAKES	FL	0396277720101035	AUTOGLASS AMERICA	1261.24	-938.98	322.26
GI	203895	6-Feb-18	6-Jan-18	TAMPA	FL	0500911120101012	AUTOGLASS AMERICA	1249.52	-776.99	472.53
GG	207390	6-Feb-18	1-Feb-18	ESTERO	FL	0376475260101076	AUTOGLASS AMERICA	1369.31	-859.26	510.05
GG	211026	6-Feb-18	5-Feb-18	ODESSA	FL	0590678630101011	AUTOGLASS AMERICA	957.25	-606.42	350.83
GI	215894	6-Feb-18	6-Feb-18	PORT RICHEY	FL	0547486990101041	AUTOGLASS AMERICA	721.18	-461.91	259.27
GI	224245	7-Feb-18	6-Feb-18	GIBSONTON	FL	0162049700101182	AUTOGLASS AMERICA	1809.4	-1152.69	656.71
GG	227765	7-Feb-18	3-Feb-18	ODESSA	FL	0529195990101032	AUTOGLASS AMERICA	813.39	-478.55	334.84
GG	228629	7-Feb-18	4-Jan-18	HOLIDAY	FL	0568013110101018	AUTOGLASS AMERICA	916.56	-546.13	370.43
GI	233039	7-Feb-18	30-Nov-17	HOLIDAY	FL	0380598820101114	AUTOGLASS AMERICA	1016.32	-637.24	379.08
GG	239195	8-Feb-18	8-Sep-17	CAPE CORAL	FL	0567844180101020	AUTOGLASS AMERICA	1573.01	-1029.94	543.07
GG	245921	8-Feb-18	18-Jan-18	NEW PRT RCHY	FL	0504991740101044	AUTOGLASS AMERICA	1587.13	-1242.34	344.79
GG	247603	8-Feb-18	7-Feb-18	THONOTOSASSA	FL	0565081380101029	AUTOGLASS AMERICA	1323.52	-856.48	467.04
GE	248128	8-Feb-18	5-Feb-18	TAMPA	FL	0197264950101027	AUTOGLASS AMERICA	745.32	-438.71	306.61
GG	248492	8-Feb-18	4-Feb-18	MAITLAND	FL	0443825410101054	AUTOGLASS AMERICA	706.34	-413.36	292.98
GE	250256	8-Feb-18	23-Jan-18	NEW PRT RCHY	FL	0525758270101032	AUTOGLASS AMERICA	950.05	-609.75	340.3
GI	255666	9-Feb-18	5-Feb-18	BRANDON	FL	0473317790101048	AUTOGLASS AMERICA	1372.02	-897.12	474.9
GI	258308	9-Feb-18	9-Feb-18	SPRING HILL	FL	0294471750101022	AUTOGLASS AMERICA	1201.45	-740.33	461.12
GG	260466	9-Feb-18	9-Dec-17	TARPON SPRINGS	FL	0259564460101101	AUTOGLASS AMERICA	1228.18	-835.38	392.8
GI	262550	9-Feb-18	9-Feb-18	TAMPA	FL	0618052440101017	AUTOGLASS AMERICA	667.16	-394.39	272.77
GI	266180	9-Feb-18	7-Feb-18	HUDSON	FL	0599561710101013	AUTOGLASS AMERICA	1113.86	-688.87	424.99
GG	269363	9-Feb-18	6-Jan-18	ORLANDO	FL	0298865020101082	AUTOGLASS AMERICA	906.73	-555.9	350.83
GI	271115	9-Feb-18	6-Feb-18	SARASOTA	FL	0369475420101015	AUTOGLASS AMERICA	1718.08	-1055.56	662.52
GG	271469	10-Feb-18	2-Feb-18	PALM BAY	FL	0527336630101030	AUTOGLASS AMERICA	1587.13	-1242.34	344.79
GG	271504	10-Feb-18	28-Jan-18	PALM BAY	FL	0527336630101048	AUTOGLASS AMERICA	914.99	-558.62	356.37
GE	273463	10-Feb-18	10-Feb-18	PORT RICHEY	FL	0579914250101022	AUTOGLASS AMERICA	1180.42	-798.08	382.34
GG	273464	10-Feb-18	29-Jan-18	NEW PRT RCHY	FL	0347260280101033	AUTOGLASS AMERICA	1833.5	-1211.88	621.62
GG	283399	12-Feb-18	12-Jan-18	TAMPA	FL	0344701570101020	AUTOGLASS AMERICA	1323.52	-856.48	467.04
GI	286793	12-Feb-18	29-Jan-18	SPRING HILL	FL	0428546930101221	AUTOGLASS AMERICA	856.41	-856.41	0
GE	287250	12-Feb-18	10-Feb-18	RIVERVIEW	FL	0234379590101073	AUTOGLASS AMERICA	1033.13	-633.43	399.7
GI	289607	12-Feb-18	4-Feb-18	NAPLES	FL	0570391500101012	AUTOGLASS AMERICA	1228.18	-834.68	393.5
GG	289971	12-Feb-18	28-Dec-17	NAPLES	FL	0360597370101023	AUTOGLASS AMERICA	771.89	-443.84	328.05
GG	297387	12-Feb-18	12-Feb-18	PORT RICHEY	FL	0129007460101182	AUTOGLASS AMERICA	739.69	-457.1	282.59
GG	298435	12-Feb-18	12-Feb-18	APOLLO BEACH	FL	0371686050101150	AUTOGLASS AMERICA	1493.06	-987	506.06
GI	301928	12-Feb-18	8-Feb-18	BARTOW	FL	0577320010101058	AUTOGLASS AMERICA	1624.77	-1624.77	0
GI	302043	12-Feb-18	11-Feb-18	CLEARWATER	FL	0611702680101013	AUTOGLASS AMERICA	1104.11	-689.35	414.76
GI	302066	12-Feb-18	3-Feb-18	NEW PRT RCHY	FL	0462298180101025	AUTOGLASS AMERICA	806.61	-496.11	310.5
GI	302091	12-Feb-18	12-Feb-18	GIBSONTON	FL	0607196500101020	AUTOGLASS AMERICA	1125.82	-557.53	568.29
GI	306300	13-Feb-18	26-Jan-18	TAMPA	FL	0619253400101026	AUTOGLASS AMERICA	1440.43	-979.27	461.16
GG	306869	13-Feb-18	7-Feb-18	APOLLO BEACH	FL	0543593900101047	AUTOGLASS AMERICA	1701.3	-173.34	1527.96
GG	308540	13-Feb-18	15-Nov-17	VALRICO	FL	0580957720101012	AUTOGLASS AMERICA	780.78	-477.01	303.77
GG	308934	13-Feb-18	1-Sep-17	TAMPA	FL	0593403020101027	AUTOGLASS AMERICA	891.59	-527.13	364.46
GG	309077	13-Feb-18	1-Feb-18	TAMPA	FL	0593403020101035	AUTOGLASS AMERICA	686.37	-415.06	271.31
GG	310156	13-Feb-18	6-Feb-18	HUDSON	FL	0555857170101036	AUTOGLASS AMERICA	737.12	-452.18	284.94
GI	314561	13-Feb-18	9-Feb-18	HOLIDAY	FL	0556947160101036	AUTOGLASS AMERICA	854.86	-494.55	360.31
GE	315710	13-Feb-18	5-Dec-17	SPRING HILL	FL	0422422320101070	AUTOGLASS AMERICA	909.26	-576.87	332.39
GI	318783	13-Feb-18	2-Feb-18	ROTONDA WEST	FL	0582611540101045	AUTOGLASS AMERICA	1068.8	-672.12	396.68
GG	320459	13-Feb-18	31-Jan-18	NAPLES	FL	0605571520101014	AUTOGLASS AMERICA	756.09	-440.04	316.05
GG	323877	13-Feb-18	10-Feb-18	LAND O LAKES	FL	0300272380101057	AUTOGLASS AMERICA	1914.42	-1193.02	721.4
GI	330106	14-Feb-18	7-Feb-18	NEW PRT RCHY	FL	0439571270101059	AUTOGLASS AMERICA	1197.84	-761.39	436.45
GG	332013	14-Feb-18	31-Jan-18	HUDSON	FL	0546328190101036	AUTOGLASS AMERICA	752.78	-458.61	294.17
GG	332172	14-Feb-18	12-Feb-18	WESLEY CHAPEL	FL	0436827930101035	AUTOGLASS AMERICA	1783.58	-1142.33	641.25
GG	324316	14-Feb-18	7-Feb-18	TAMPA	FL	0462808620101011	AUTOGLASS AMERICA	1082.06	-653.54	428.52
GG	328795	14-Feb-18	14-Nov-17	ST PETERSBURG	FL	0506410950101014	AUTOGLASS AMERICA	1167.55	-779.61	387.94

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GG	336113	14-Feb-18	15-Aug-17	WESLEY CHAPEL	FL	0158031250101032	AUTOGLASS AMERICA	691.31	-413.16	278.15
GE	336160	14-Feb-18	15-Dec-17	LARGO	FL	0421140520101010	AUTOGLASS AMERICA	889.2	-550.35	338.85
GG	336805	14-Feb-18	11-Feb-18	LARGO	FL	0572985710101049	AUTOGLASS AMERICA	1521.5	-1521.5	0
GE	340525	15-Feb-18	11-Feb-18	TAMPA	FL	0367693280101055	AUTOGLASS AMERICA	1023.11	-605.73	417.38
GI	342285	15-Feb-18	14-Feb-18	VALRICO	FL	0391038610101021	AUTOGLASS AMERICA	593.96	-365.3	228.66
GI	343885	15-Feb-18	10-Feb-18	LAND O LAKES	FL	0553896390101030	AUTOGLASS AMERICA	1117.67	-738.59	379.08
GE	346197	15-Feb-18	14-Feb-18	DUNEDIN	FL	0360953870101155	AUTOGLASS AMERICA	1337.69	-915.47	422.22
GI	346991	15-Feb-18	22-Jan-18	GIBSONTON	FL	0459989310101043	AUTOGLASS AMERICA	1104.11	-689.35	414.76
GG	347850	15-Feb-18	10-Sep-17	HOLIDAY	FL	0071168380101054	AUTOGLASS AMERICA	993.76	-624.34	369.42
GG	348025	15-Feb-18	24-Dec-17	SARASOTA	FL	0464779080101023	AUTOGLASS AMERICA	814.15	-472.87	341.28
GG	360565	16-Feb-18	29-Oct-17	SPRING HILL	FL	0600169690101016	AUTOGLASS AMERICA	1365.25	-877.35	487.9
GE	360759	16-Feb-18	9-Feb-18	LAND O LAKES	FL	0485079220101040	AUTOGLASS AMERICA	832.3	-507.95	324.35
GG	361952	16-Feb-18	16-Feb-18	TAMPA	FL	0551393940101019	AUTOGLASS AMERICA	1219.51	-797.61	421.9
GG	363974	16-Feb-18	14-Feb-18	TAMPA	FL	0133890360101087	AUTOGLASS AMERICA	901.84	-510.22	391.62
GG	365470	16-Feb-18	16-Feb-18	LEHIGH ACRES	FL	0445866480101044	AUTOGLASS AMERICA	916.56	-546.13	370.43
GG	365921	16-Feb-18	1-Feb-18	RIVERVIEW	FL	0152485170101017	AUTOGLASS AMERICA	878.08	-530.06	348.02
GI	370648	16-Feb-18	14-Jan-18	RIVERVIEW	FL	0599506750101092	AUTOGLASS AMERICA	696.66	-424.84	271.82
GI	377771	17-Feb-18	17-Feb-18	BRADENTON	FL	0567039050101024	AUTOGLASS AMERICA	1440.43	-979.27	461.16
GI	377857	17-Feb-18	12-Feb-18	BRADENTON	FL	0452890810101011	AUTOGLASS AMERICA	728.54	-447.53	281.01
GG	377991	17-Feb-18	14-Feb-18	WIMAUMA	FL	0545431170101058	AUTOGLASS AMERICA	1191.02	-745.15	445.87
GI	382813	18-Feb-18	16-Feb-18	TEMPLE TERR	FL	0370367180101037	AUTOGLASS AMERICA	1586.33	-1025.81	560.52
GG	389141	19-Feb-18	18-Feb-18	LUTZ	FL	0559954800101027	AUTOGLASS AMERICA	1124.66	-792.32	332.34
GI	391255	19-Feb-18	18-Jan-18	PINELLAS PARK	FL	0618264820101018	AUTOGLASS AMERICA	671.96	-416.23	255.73
GG	391520	19-Feb-18	13-Sep-17	JACKSONVILLE	FL	0570271490101026	AUTOGLASS AMERICA	772.01	-432.55	339.46
GG	391938	19-Feb-18	19-Jan-18	PALMETTO	FL	0357593410101029	AUTOGLASS AMERICA	1714.89	-1106.17	608.72
GE	392037	19-Feb-18	19-Feb-18	QUINCY	FL	0115212020101021	AUTOGLASS AMERICA	819.55	-509.27	310.28
GI	396369	19-Feb-18	18-Feb-18	BRANDON	FL	0448993680101041	AUTOGLASS AMERICA	2489.55	-1585.64	903.91
GI	396905	19-Feb-18	18-Feb-18	LUTZ	FL	0617901460101011	AUTOGLASS AMERICA	843.02	-485.77	357.25
GG	398594	19-Feb-18	5-Jan-18	NEW PRT RCHY	FL	0585007100101029	AUTOGLASS AMERICA	1003.55	-613.75	389.8
GG	399794	19-Feb-18	12-Feb-18	PORT RICHEY	FL	0342731920101034	AUTOGLASS AMERICA	764.16	-438.31	325.85
GI	401004	19-Feb-18	19-Feb-18	HOLIDAY	FL	0588942740101012	AUTOGLASS AMERICA	866.73	-520.39	346.34
GE	403364	19-Feb-18	5-Feb-18	GIBSONTON	FL	0587532270101028	AUTOGLASS AMERICA	967.34	-596.32	371.02
GG	404341	19-Feb-18	12-Feb-18	HOLIDAY	FL	0614987010101018	AUTOGLASS AMERICA	1914.42	-1193.02	721.4
GG	404378	19-Feb-18	19-Feb-18	TAMPA	FL	0620103700101019	AUTOGLASS AMERICA	1751.8	-1180.55	571.25
GG	407755	19-Feb-18	18-Feb-18	CAPE CORAL	FL	0596512610101010	AUTOGLASS AMERICA	1191.02	-745.15	445.87
GG	411009	20-Feb-18	22-Dec-17	CLEARWATER	FL	0482765430101027	AUTOGLASS AMERICA	868.02	-544.09	323.93
GI	419699	20-Feb-18	18-Feb-18	TAMPA	FL	0587175220101019	AUTOGLASS AMERICA	1282.21	-850.19	432.02
GE	422494	20-Feb-18	20-Feb-18	TARPON SPGS	FL	0517056900101039	AUTOGLASS AMERICA	1170.56	-745.07	425.49
GE	423218	20-Feb-18	20-Jan-18	LAND O LAKES	FL	0536674810101019	AUTOGLASS AMERICA	1100.55	-691.78	408.77
GI	423770	20-Feb-18	5-Jul-17	TAMPA	FL	0590364480101019	AUTOGLASS AMERICA	896.97	-526.1	370.87
GG	424919	20-Feb-18	20-Jan-18	PALM HARBOR	FL	0608689690101015	AUTOGLASS AMERICA	1073.3	-680.58	392.72
GG	425130	20-Feb-18	1-Nov-17	ZEPHYRHILLS	FL	0315123790101042	AUTOGLASS AMERICA	1518.92	-1170.1	348.82
GG	426334	20-Feb-18	15-Feb-18	TAMPA	FL	0535471180101096	AUTOGLASS AMERICA	1284.41	-812.67	471.74
GI	426954	20-Feb-18	17-Feb-18	NEW PRT RCHY	FL	0456889760101076	AUTOGLASS AMERICA	1081.32	-691.81	389.51
GG	427438	20-Feb-18	13-Feb-18	ST PETERSBURG	FL	0340861450101039	AUTOGLASS AMERICA	1227.73	-735.52	492.21
GI	428532	20-Feb-18	15-Feb-18	TAMPA	FL	0555851550101013	AUTOGLASS AMERICA	1876.51	-890.59	985.92
GE	435724	21-Feb-18	16-Feb-18	THONOTOSASSA	FL	0115067160101243	AUTOGLASS AMERICA	1924.67	-1366.14	558.53
GE	442617	21-Feb-18	17-Feb-18	BRADENTON	FL	0362297950101018	AUTOGLASS AMERICA	665.38	-411.84	253.54
GI	444360	21-Feb-18	19-Feb-18	LARGO	FL	0429789760101056	AUTOGLASS AMERICA	943.19	-561.52	381.67
GI	444737	21-Feb-18	19-Feb-18	TARPON SPGS	FL	0385874050101032	AUTOGLASS AMERICA	685.16	-401.08	284.08
GG	445284	21-Feb-18	17-Feb-18	MULBERRY	FL	0523558180101037	AUTOGLASS AMERICA	1533.52	-1170.1	363.42
GG	445984	21-Feb-18	1-Feb-18	TAMPA	FL	0533031200101054	AUTOGLASS AMERICA	954.85	-587.7	367.15
GG	446850	21-Feb-18	21-Jan-18	TAMPA	FL	0517851390101014	AUTOGLASS AMERICA	1440.43	-979.27	461.16

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GI	450309	21-Feb-18	20-Feb-18	NEW PORT RICHEY	FL	0618531010101010	AUTOGLASS AMERICA	877.29	-530.07	347.22
GI	451023	22-Feb-18	22-Nov-17	CLEARWATER	FL	0594979160101017	AUTOGLASS AMERICA	1204.34	-757.24	447.1
GE	451573	22-Feb-18	19-Feb-18	RUSKIN	FL	0105629710101031	AUTOGLASS AMERICA	1310.75	-887.53	423.22
GG	452258	22-Feb-18	22-Feb-18	NEW PRT RCHY	FL	0544884800101016	AUTOGLASS AMERICA	1125.81	-711.22	414.59
GE	453304	22-Feb-18	21-Feb-18	LUTZ	FL	0486128690101094	AUTOGLASS AMERICA	1418.53	-727.41	691.12
GI	456152	22-Feb-18	1-Jan-18	RIVERVIEW	FL	0380881200101056	AUTOGLASS AMERICA	1151.62	-716.83	434.79
GG	458966	22-Feb-18	22-Feb-18	SAFETY HARBOR	FL	0373779970101042	AUTOGLASS AMERICA	851.62	-502.92	348.7
GI	461913	22-Feb-18	30-Jul-17	BRANDON	FL	0412408510101097	AUTOGLASS AMERICA	1098.71	-666.1	432.61
GG	462947	22-Feb-18	22-Feb-18	PALM HARBOR	FL	0620018410101010	AUTOGLASS AMERICA	931.04	-559.11	371.93
GG	463090	22-Feb-18	16-Jan-18	NEW PRT RCHY	FL	0584015500101011	AUTOGLASS AMERICA	1352.53	-251.45	1101.08
GG	463427	22-Feb-18	16-Aug-17	LARGO	FL	0503322990101016	AUTOGLASS AMERICA	1578.71	-1146.93	431.78
GG	469609	23-Feb-18	22-Feb-18	SAN ANTONIO	FL	0284475490101152	AUTOGLASS AMERICA	789.05	-503.79	285.26
GI	470205	23-Feb-18	23-Feb-18	BRADENTON	FL	0512884030101040	AUTOGLASS AMERICA	998.15	-583.84	414.31
GI	472108	23-Feb-18	16-Feb-18	ST PETERSBURG	FL	0227896830101083	AUTOGLASS AMERICA	1521.81	-940.48	581.33
GE	477639	23-Feb-18	23-Feb-18	LITHIA	FL	0506697680101013	AUTOGLASS AMERICA	1323.52	-856.48	467.04
GG	479202	23-Feb-18	23-Feb-18	CLEARWATER	FL	0165113950101131	AUTOGLASS AMERICA	930.28	-566.31	363.97
GI	479956	23-Feb-18	23-Feb-18	TEMPLE TERR	FL	0287150800101021	AUTOGLASS AMERICA	878.08	-530.06	348.02
GI	489346	24-Feb-18	15-Jan-18	LAND O LAKES	FL	0472917330101043	AUTOGLASS AMERICA	1600.29	-1018.69	581.6
GG	490031	24-Feb-18	17-Feb-18	CLEARWATER	FL	0458071980101057	AUTOGLASS AMERICA	1301.44	-844.84	456.6
GI	500179	26-Feb-18	22-Feb-18	HOLIDAY	FL	0560366140101061	AUTOGLASS AMERICA	1263.17	-747.82	515.35
GG	500845	26-Feb-18	25-Feb-18	PARRISH	FL	0412022770101067	AUTOGLASS AMERICA	1751.57	-1130.62	620.95
GI	500923	26-Feb-18	26-Feb-18	BRANDON	FL	0412941320101063	AUTOGLASS AMERICA	1260.49	-804.7	455.79
GG	502465	26-Feb-18	20-Feb-18	TAMPA	FL	0606097690101013	AUTOGLASS AMERICA	1959.34	-1217.61	741.73
GG	505678	26-Feb-18	3-Feb-18	VALRICO	FL	0296991890101093	AUTOGLASS AMERICA	1439.63	-976.86	462.77
GE	505704	26-Feb-18	26-Feb-18	RUSKIN	FL	0570679840101027	AUTOGLASS AMERICA	1534.74	-276.73	1258.01
GG	507456	26-Feb-18	12-Feb-18	TAMPA	FL	0189283850101168	AUTOGLASS AMERICA	772.39	-460.6	311.79
GG	510291	26-Feb-18	5-Feb-18	DADE CITY	FL	0597807640101017	AUTOGLASS AMERICA	1077.31	-660.78	416.53
GI	510607	26-Feb-18	26-Feb-18	NEW PRT RCHY	FL	0487943320101218	AUTOGLASS AMERICA	1439.31	-913.89	525.42
GI	510787	26-Feb-18	12-Feb-18	JACKSONVILLE	FL	0538503890101029	AUTOGLASS AMERICA	1107.72	-684.8	422.92
GE	511741	26-Feb-18	26-Feb-18	WINTER GARDEN	FL	0393981100101142	AUTOGLASS AMERICA	2106.05	-1353.84	752.21
GG	511892	26-Feb-18	22-Feb-18	BRANDON	FL	0614594340101013	AUTOGLASS AMERICA	1171.18	-779.41	391.77
GG	512354	26-Feb-18	25-Feb-18	LARGO	FL	0180992160101010	AUTOGLASS AMERICA	1256.82	-793.3	463.52
GG	513098	26-Feb-18	20-Feb-18	RIVERVIEW	FL	0476597710101023	AUTOGLASS AMERICA	1924.67	-1366.14	558.53
GG	515834	26-Feb-18	19-Feb-18	BRADENTON	FL	0158143940101031	AUTOGLASS AMERICA	1197.84	-761.39	436.45
GE	519224	26-Feb-18	26-Feb-18	HUDSON	FL	0566691690101011	AUTOGLASS AMERICA	764.25	-472.41	291.84
GG	520167	26-Feb-18	25-Feb-18	BROOKSVILLE	FL	0351447770101028	AUTOGLASS AMERICA	817.49	-482.76	334.73
GI	520557	26-Feb-18	24-Feb-18	AVON PARK	FL	0444095230101044	AUTOGLASS AMERICA	1261.24	-938.98	322.26
GI	534931	27-Feb-18	27-Feb-18	PINELLAS PARK	FL	0415967970101100	AUTOGLASS AMERICA	843.02	-485.77	357.25
GG	535699	27-Feb-18	12-Feb-18	CAPE CORAL	FL	0435055460101040	AUTOGLASS AMERICA	3130.32	-1489.57	1640.75
GG	537518	27-Feb-18	27-Feb-14	BRANDON	FL	0360758270101139	AUTOGLASS AMERICA	1533.52	-1170.1	363.42
GG	538441	27-Feb-18	20-Feb-18	TAMPA	FL	0357266930101031	AUTOGLASS AMERICA	838.02	-484.77	353.25
GG	542160	27-Feb-18	27-Nov-17	TAMPA	FL	0254361640101043	AUTOGLASS AMERICA	771.89	-444.54	327.35
GG	549259	28-Feb-18	15-Oct-17	RIVERVIEW	FL	0582779000101050	AUTOGLASS AMERICA	721.18	-461.91	259.27
GI	549429	28-Feb-18	26-Feb-18	TAMPA	FL	0619896250101015	AUTOGLASS AMERICA	1188.7	-703.95	484.75
GG	550285	28-Feb-18	14-Feb-18	ST PETERSBURG	FL	0554119830101018	AUTOGLASS AMERICA	1078.67	-685.07	393.6
GG	552897	28-Feb-18	27-Jan-18	BRANDON	FL	0575073550101028	AUTOGLASS AMERICA	830.52	-830.52	0
GG	554581	28-Feb-18	20-Jan-18	APOLLO BEACH	FL	0450368870101074	AUTOGLASS AMERICA	1561.18	-1561.18	0
GG	555494	28-Feb-18	28-Feb-18	TAMPA	FL	0079218010101032	AUTOGLASS AMERICA	943.19	-561.52	381.67
GG	557682	28-Feb-18	3-Jan-18	TAMPA	FL	0499034840101015	AUTOGLASS AMERICA	1124.01	-701.54	422.47
GG	568160	1-Mar-18	25-Feb-18	DUNEDIN	FL	0458979770101055	AUTOGLASS AMERICA	2106.05	-1353.84	752.21
GG	569551	1-Mar-18	28-Feb-18	CLEARWATER	FL	0389684270101084	AUTOGLASS AMERICA	1122.65	-669.89	452.76
GG	572010	1-Mar-18	1-Feb-18	GIBSONTON	FL	0450220770101045	AUTOGLASS AMERICA	1586.33	-1025.81	560.52
GG	572407	1-Mar-18	1-Mar-18	TREASURE IS	FL	0567017390101011	AUTOGLASS AMERICA	1594.32	-999.83	594.49

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GI	574333	1-Mar-18	1-Mar-18	DADE CITY	FL	0545373200101049	AUTOGLASS AMERICA	1180.42	-798.08	382.34
GG	576051	1-Mar-18	19-Jan-18	HOLIDAY	FL	0458448850101013	AUTOGLASS AMERICA	2226.4	-1391.28	835.12
GG	577196	1-Mar-18	20-Feb-18	THONOTOSASSA	FL	0560517950101027	AUTOGLASS AMERICA	894.5	-561.38	333.12
GG	579136	1-Mar-18	26-Feb-18	RIVERVIEW	FL	0582375890101027	AUTOGLASS AMERICA	834.27	-496.18	338.09
GG	579531	1-Mar-18	20-Jan-18	ST PETERSBURG	FL	0466668830101029	AUTOGLASS AMERICA	1558.65	-1558.65	0
GG	580963	1-Mar-18	14-Feb-18	TAMPA	FL	0419027910101045	AUTOGLASS AMERICA	1323.52	-856.48	467.04
GI	581201	1-Mar-18	13-Feb-18	LARGO	FL	0161022270101024	AUTOGLASS AMERICA	1430.57	-919.84	510.73
GG	581286	1-Mar-18	25-Feb-18	BRANDON	FL	0563444270101016	AUTOGLASS AMERICA	1181.04	-712.53	468.51
GI	583271	1-Mar-18	1-Mar-16	MEXICO BEACH	FL	0540653800101019	AUTOGLASS AMERICA	630.42	-385.4	245.02
GG	583855	1-Mar-18	10-Oct-17	LARGO	FL	0480055820101171	AUTOGLASS AMERICA	1561.19	-937.69	623.5
GE	585334	2-Mar-18	2-Mar-18	NEW PORT RICHEY	FL	0392492070101105	AUTOGLASS AMERICA	721.66	-462.39	259.27
GG	588739	2-Mar-18	1-Mar-18	LAND O LAKES	FL	0620669210101012	AUTOGLASS AMERICA	1097.98	-1097.98	0
GG	590626	2-Mar-18	1-Feb-18	NAPLES	FL	0451463530101033	AUTOGLASS AMERICA	1003.32	-629.09	374.23
GE	594856	2-Mar-18	16-Feb-18	HOLIDAY	FL	0395553470101016	AUTOGLASS AMERICA	643.32	-397.13	246.19
GG	595549	2-Mar-18	18-Nov-17	BRANDON	FL	0206135450101114	AUTOGLASS AMERICA	1104.11	-689.35	414.76
GG	606325	3-Mar-18	2-Mar-18	SEFFNER	FL	0158196150101190	AUTOGLASS AMERICA	1130.51	-680.93	449.58
GG	610206	3-Mar-18	3-Mar-18	LARGO	FL	0392084300101037	AUTOGLASS AMERICA	1033.13	-633.43	399.7
GG	623180	5-Mar-18	1-Mar-18	VENICE	FL	0584222740101054	AUTOGLASS AMERICA	1461.46	-926.16	535.3
GI	629693	5-Mar-18	5-Mar-18	ZEPHYRHILLS	FL	0386436140101049	AUTOGLASS AMERICA	1221.08	-746.09	474.99
GG	633300	5-Mar-18	19-Feb-18	LITHIA	FL	0291651140101062	AUTOGLASS AMERICA	1260.49	-800.52	459.97
GG	633323	5-Mar-18	10-Feb-18	NEW PRT RCHY	FL	0428901510101028	AUTOGLASS AMERICA	2014.18	-1401.86	612.32
GI	634688	5-Mar-18	24-Feb-18	TAMPA	FL	0365576870101043	AUTOGLASS AMERICA	803.66	-487.41	316.25
GG	635741	5-Mar-18	4-Mar-18	LARGO	FL	0286935840101036	AUTOGLASS AMERICA	1068.59	-656.23	412.36
GG	635886	5-Mar-18	13-Feb-18	HOLIDAY	FL	0599900880101025	AUTOGLASS AMERICA	1422.54	-910.19	512.35
GI	636292	5-Mar-18	5-Jan-18	NOKOMIS	FL	0458357340101048	AUTOGLASS AMERICA	1421.15	-1421.15	0
GI	637264	5-Mar-18	20-Jan-18	BRANDON	FL	0427580880101049	AUTOGLASS AMERICA	943.19	-561.52	381.67
GG	637969	5-Mar-18	4-Mar-18	HOLIDAY	FL	0423012870101080	AUTOGLASS AMERICA	1180.42	-798.08	382.34
GI	639139	5-Mar-18	5-Feb-18	CLEARWATER	FL	0485623340101099	AUTOGLASS AMERICA	823.24	-506.99	316.25
GE	639772	5-Mar-18	4-Mar-18	DADE CITY	FL	0357041130101069	AUTOGLASS AMERICA	1525.66	-1004.03	521.63
GG	640811	5-Mar-18	5-Sep-17	PINELLAS PARK	FL	0477892390101065	AUTOGLASS AMERICA	1033.13	-633.43	399.7
GG	642400	5-Mar-18	4-Mar-18	PALM CITY	FL	0509048790101013	AUTOGLASS AMERICA	622.85	-384.56	238.29
GG	644396	5-Mar-18	28-Feb-18	BRANDON	FL	0489540840101013	AUTOGLASS AMERICA	1260.49	-800.52	459.97
GG	646405	5-Mar-18	3-Mar-18	TAMPA	FL	0482459190101027	AUTOGLASS AMERICA	1065.59	-1065.59	0
GE	649620	6-Mar-18	20-Feb-18	RIVERVIEW	FL	0031942180101368	AUTOGLASS AMERICA	1261.22	-938.96	322.26
GI	649687	6-Mar-18	5-Mar-18	GIBSONTON	FL	0347604070101069	AUTOGLASS AMERICA	1340.15	-1340.15	0
GI	649739	6-Mar-18	27-Feb-18	S PASADENA	FL	0451364480101041	AUTOGLASS AMERICA	1273.74	-791.59	482.15
GI	653040	6-Mar-18	5-Mar-18	RIVERVIEW	FL	0577737310101035	AUTOGLASS AMERICA	1139.55	-724.68	414.87
GG	654541	6-Mar-18	2-Mar-18	NEW PRT RCHY	FL	0404503990101086	AUTOGLASS AMERICA	997.29	-681.29	316
GI	660300	6-Mar-18	5-Mar-18	LARGO	FL	0609681210101012	AUTOGLASS AMERICA	1365.25	-877.35	487.9
GE	662017	6-Mar-18	27-Feb-18	PANAMA CITY	FL	0102590190101417	AUTOGLASS AMERICA	1084.12	-1084.12	0
GG	662310	6-Mar-18	13-Feb-18	NEW PRT RCHY	FL	0368919260101032	AUTOGLASS AMERICA	1344.18	-889.66	454.52
GG	663889	6-Mar-18	4-Mar-18	CLEARWATER	FL	0399634830101031	AUTOGLASS AMERICA	1006.85	-656.02	350.83
GI	666760	6-Mar-18	20-Feb-18	TAMPA	FL	0567579310101074	AUTOGLASS AMERICA	1243.02	-791.59	451.43
GG	668694	6-Mar-18	4-Mar-18	RUSKIN	FL	0270517540101090	AUTOGLASS AMERICA	1938.67	-1938.67	0
GI	678865	7-Mar-18	6-Mar-18	WEEKI WACHEE	FL	0315500960101078	AUTOGLASS AMERICA	1082.04	-678.92	403.12
GG	679220	7-Mar-18	7-Oct-17	TARPON SPGS	FL	0372254740101061	AUTOGLASS AMERICA	843.02	-485.77	357.25
GI	682232	7-Mar-18	26-Sep-14	WESLEY CHAPEL	FL	0484233930101029	AUTOGLASS AMERICA	549.97	-549.97	0
GI	683624	7-Mar-18	7-Mar-18	HOLIDAY	FL	0488694900101016	AUTOGLASS AMERICA	1053.45	-627.47	425.98
GI	686326	7-Mar-18	28-Feb-18	LAND O LAKES	FL	0578593810101010	AUTOGLASS AMERICA	1587.13	-1587.13	0
GE	688732	7-Mar-18	7-Mar-18	PORT RICHEY	FL	0475840790101021	AUTOGLASS AMERICA	1579.96	-1095.65	484.31
GE	703431	8-Mar-18	8-Mar-18	LAND O LAKES	FL	0310142240101159	AUTOGLASS AMERICA	1438.09	-1061.22	376.87
GI	710298	8-Mar-18	7-Mar-18	TAMPA	FL	0517065390101086	AUTOGLASS AMERICA	1150.89	-753.65	397.24
GG	695694	8-Mar-18	6-Mar-18	APOPKA	FL	0556440860101027	AUTOGLASS AMERICA	1227.53	-1227.53	0

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GG	697321	8-Mar-18	24-Jan-18	N FT MYERS	FL	0408835570101060	AUTOGLASS AMERICA	1098.17	-703.2	394.97
GG	699099	8-Mar-18	7-Mar-18	CLEARWATER	FL	0257249220101078	AUTOGLASS AMERICA	1259.1	-816.41	442.69
GG	711733	9-Mar-18	8-Mar-18	WESLEY CHAPEL	FL	0401734620101088	AUTOGLASS AMERICA	1191.02	-745.15	445.87
GI	717888	9-Mar-18	2-Feb-18	PORT RICHEY	FL	0513268810101041	AUTOGLASS AMERICA	819.55	-509.27	310.28
GI	718654	9-Mar-18	2-Mar-18	JACKSONVILLE	FL	0571321840101017	AUTOGLASS AMERICA	1180.42	-1180.42	0
GG	719826	9-Mar-18	8-Mar-18	CLEARWATER	FL	0464864490101027	AUTOGLASS AMERICA	1276.22	-813.45	462.77
GG	720004	9-Mar-18	1-Mar-18	CLEARWATER	FL	0464864490101035	AUTOGLASS AMERICA	1667.31	-1667.31	0
GI	721803	9-Mar-18	16-Feb-18	HOLIDAY	FL	0614971600101018	AUTOGLASS AMERICA	753.9	-753.9	0
GG	722387	9-Mar-18	7-Mar-18	BRANDON	FL	0212149350101134	AUTOGLASS AMERICA	377.58	-377.58	0
GG	724245	9-Mar-18	5-Mar-18	PARRISH	FL	0411654660101079	AUTOGLASS AMERICA	952.19	-588.77	363.42
GG	724799	9-Mar-18	2-Mar-18	ORLANDO	FL	0610520420101031	AUTOGLASS AMERICA	1587.13	-1587.13	0
GI	726310	9-Mar-18	9-Mar-18	TAMPA	FL	0494651320101044	AUTOGLASS AMERICA	639.55	-386.6	252.95
GI	731988	10-Mar-18	5-Mar-18	ZEPHYRHILLS	FL	0612843820101015	AUTOGLASS AMERICA	1233.71	-1233.71	0
GI	733284	10-Mar-18	9-Mar-18	MULBERRY	FL	0622164410101010	AUTOGLASS AMERICA	1073.3	-1073.3	0
GG	738017	10-Mar-18	8-Mar-18	TAMPA	FL	0552008110101032	AUTOGLASS AMERICA	1297.54	-1297.54	0
GI	738323	10-Mar-18	28-Feb-18	NEW PRT RCHY	FL	0618378820101016	AUTOGLASS AMERICA	931.94	-931.94	0
GG	738349	10-Mar-18	10-Mar-18	CLEARWATER	FL	0546875430101036	AUTOGLASS AMERICA	1220.39	-804.23	416.16
GE	752783	12-Mar-18	9-Mar-18	TARPON SPGS	FL	0523236150101028	AUTOGLASS AMERICA	1259.1	-1259.1	0
GI	755478	12-Mar-18	9-Mar-18	RIVERVIEW	FL	0565612700101016	AUTOGLASS AMERICA	1311.96	-1311.96	0
GI	756542	12-Mar-18	5-Mar-18	TAMPA	FL	0505336460101239	AUTOGLASS AMERICA	1003.32	-1003.32	0
GI	768166	12-Mar-18	9-Mar-18	SPRING HILL	FL	0498447410101036	AUTOGLASS AMERICA	1191.02	-1191.02	0
GG	769953	12-Mar-18	10-Mar-18	TAMPA	FL	0310105430101107	AUTOGLASS AMERICA	736.09	-736.09	0
GG	771003	13-Mar-18	7-Mar-18	LAKELAND	FL	0540193950101022	AUTOGLASS AMERICA	651.13	-651.13	0
GI	777415	13-Mar-18	13-Mar-18	TAMPA	FL	0451891840101048	AUTOGLASS AMERICA	846.57	-846.57	0
GI	781220	13-Mar-18	1-Nov-06	CLEARWATER	FL	0116904130101078	AUTOGLASS AMERICA	728.54	-728.54	0
GE	781296	13-Mar-18	3-Mar-18	NAPLES	FL	0547359820101012	AUTOGLASS AMERICA	1065.43	-1065.43	0
GG	782877	13-Mar-18	14-Feb-16	SEFFNER	FL	0551103510101012	AUTOGLASS AMERICA	881.02	-881.02	0
GI	797095	14-Mar-18	1-Mar-18	TAMPA	FL	0477154670101020	AUTOGLASS AMERICA	1118.79	-1118.79	0
GI	799563	14-Mar-18	14-Mar-18	TAMPA	FL	0296191860101088	AUTOGLASS AMERICA	1149.13	-1149.13	0
GE	800100	14-Mar-18	21-Oct-15	VALRICO	FL	0099501760101096	AUTOGLASS AMERICA	1254.66	-791.32	463.34
GE	805415	14-Mar-18	13-Mar-18	TAMPA	FL	0522622630101020	AUTOGLASS AMERICA	1649.49	-1649.49	0
GI	816489	15-Mar-18	13-Mar-18	SPRING HILL	FL	0484024890101053	AUTOGLASS AMERICA	961.12	-961.12	0
GG	819742	15-Mar-18	15-Mar-18	SEFFNER	FL	0476803570101057	AUTOGLASS AMERICA	1440.43	-1440.43	0
GG	821269	15-Mar-18	10-Mar-18	PALMETTO	FL	0339175610101075	AUTOGLASS AMERICA	2088.76	-2088.76	0
GG	821496	15-Mar-18	15-Feb-18	NAPLES	FL	0369522950101079	AUTOGLASS AMERICA	830.52	-830.52	0
GI	821562	15-Mar-18	15-Mar-18	NEW PRT RCHY	FL	0514509410101066	AUTOGLASS AMERICA	692.86	-692.86	0
GI	822568	15-Mar-18	14-Mar-18	TAMPA	FL	0623789790101013	AUTOGLASS AMERICA	706.34	-706.34	0
GG	823947	15-Mar-18	15-Mar-18	SPRING HILL	FL	0440752900101043	AUTOGLASS AMERICA	1111.33	-1111.33	0
GG	824935	15-Mar-18	14-Mar-18	ESTERO	FL	0443590890101038	AUTOGLASS AMERICA	1839.64	-1839.64	0
GE	825057	15-Mar-18	13-Mar-18	PLANT CITY	FL	0496793930101093	AUTOGLASS AMERICA	1967.12	-1967.12	0
GG	827106	15-Mar-18	15-Mar-18	WINTER HAVEN	FL	0390961140101073	AUTOGLASS AMERICA	712.65	-712.65	0
GI	833891	16-Mar-18	14-Mar-18	RUSKIN	FL	0460786850101079	AUTOGLASS AMERICA	1600.29	-1600.29	0
GI	834387	16-Mar-18	12-Mar-18	VALRICO	FL	0457791510101027	AUTOGLASS AMERICA	943.72	-943.72	0
GG	837488	16-Mar-18	5-Mar-18	NEW PRT RCHY	FL	0159828110101022	AUTOGLASS AMERICA	1463.39	-1463.39	0
GG	851050	16-Mar-18	15-Mar-18	TEMPLE TERR	FL	0456506330101044	AUTOGLASS AMERICA	997.21	-997.21	0
GG	851818	17-Mar-18	5-Mar-18	BRANDON	FL	0095585020101248	AUTOGLASS AMERICA	598.93	-598.93	0
GG	878685	19-Mar-18	2-Feb-18	TARPON SPGS	FL	0567471550101032	AUTOGLASS AMERICA	1855.38	-1855.38	0
GG	879898	19-Mar-18	12-Mar-18	LARGO	FL	0595729020101031	AUTOGLASS AMERICA	1527.11	-1527.11	0
GI	881331	19-Mar-18	12-Mar-18	HOLIDAY	FL	0544846750101015	AUTOGLASS AMERICA	1163.98	-1163.98	0
GG	885149	19-Mar-18	19-Mar-18	NEW PRT RCHY	FL	0456609390101118	AUTOGLASS AMERICA	1107.64	-1107.64	0
GI	891631	19-Mar-18	19-Mar-18	TAMPA	FL	047555310101042	AUTOGLASS AMERICA	1697.84	-1697.84	0
GI	865376	19-Mar-18	18-Mar-18	PINELLAS PARK	FL	0448873100101096	AUTOGLASS AMERICA	1656.03	-1656.03	0
GI	865422	19-Mar-18	19-Mar-17	PINELLAS PARK	FL	0448873100101104	AUTOGLASS AMERICA	1266.57	-1266.57	0

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GG	865832	19-Mar-18	7-Mar-18	LUTZ	FL	0542263690101083	AUTOGLASS AMERICA	1343.33	-1343.33	0
GG	869263	19-Mar-18	19-Mar-18	BRANDON	FL	0547216360101028	AUTOGLASS AMERICA	671.96	-671.96	0
GG	876468	19-Mar-18	5-Mar-18	DAVENPORT	FL	0586171600101019	AUTOGLASS AMERICA	791.2	-791.2	0
GI	876531	19-Mar-18	19-Mar-18	PLANT CITY	FL	0375372730101037	AUTOGLASS AMERICA	1342.06	-1342.06	0
GI	899065	20-Mar-18	18-Mar-18	WESLEY CHAPEL	FL	0492230700101205	AUTOGLASS AMERICA	1243.02	-1243.02	0
GI	906220	20-Mar-18	16-Mar-18	NEW PRT RCHY	FL	0623220390101013	AUTOGLASS AMERICA	970.55	-970.55	0
GI	942700	22-Mar-18	13-Jan-18	HOLIDAY	FL	0455438880101029	AUTOGLASS AMERICA	846.91	-846.91	0

EXHIBIT 2

COMPANY	REFERRAL NUMBER	REF DATE	LOSS DATE	INSURED CITY	INSURED STATE	CLAIM NUMBER	SHOP NAME	INVOICED	DIFFERENCE	PAID
GI	050522	15-May-18	25-Apr-18	RUSKIN	FL	0385145490101027	AUTO GLASS AMERICA-F	1113.86	-688.87	424.99
GI	052229	15-May-18	15-May-18	TEMPLE TERR	FL	0600874930101011	AUTO GLASS AMERICA-F	1877.24	-1206.91	670.33
GI	056016	15-May-18	4-May-18	TEMPLE TERR	FL	0615814250101012	AUTO GLASS AMERICA-F	1535.14	-965.72	569.42
GI	066272	15-May-18	25-Apr-18	TARPON SPGS	FL	0560520810101021	AUTO GLASS AMERICA-F	1624.77	-1085.14	539.63
GG	229287	4-Apr-18	4-Apr-18	SAINT PETERSBURG	FL	0369446630101046	AUTO GLASS AMERICA	943.19	-561.52	381.67
GI	362406	12-Apr-18	11-Apr-18	LARGO	FL	0560657910101053	AUTO GLASS AMERICA	1033.13	-633.43	399.7
GG	367931	12-Apr-18	12-Apr-18	APOLLO BEACH	FL	0494378050101024	AUTO GLASS AMERICA-F	1162.59	-703.91	458.68
GI	373268	12-Apr-18	1-Dec-17	PORT RICHEY	FL	0550665610101028	AUTO GLASS AMERICA	1104.11	-689.35	414.76
GI	563020	23-Apr-18	22-Apr-18	PALM HARBOR	FL	0559400590101017	AUTO GLASS AMERICA	925.23	-569.03	356.2
GG	569795	23-Apr-18	23-Apr-18	SARASOTA	FL	0531245300101028	AUTO GLASS AMERICA	732.91	-451.11	281.8
GG	927775	10-May-18	26-Apr-18	PALMETTO	FL	0560930150101020	AUTO GLASS AMERICA-F	721.18	-461.91	259.27
GG	930155	11-May-18	10-May-18	RIVERVIEW	FL	0468941320101033	AUTO GLASS AMERICA-F	1064.71	-647.53	417.18
GG	936413	11-May-18	11-Apr-18	TAMPA	FL	0145541380101278	AUTO GLASS AMERICA-F	1081.45	-630.26	451.19
GI	941449	11-May-18	11-May-18	LAKELAND	FL	0542764530101068	AUTO GLASS AMERICA-F	643.32	-397.13	246.19
GG	945543	11-May-18	3-Apr-18	BRADENTON	FL	0562675520101048	AUTO GLASS AMERICA-F	1529.34	-274.95	1254.39
GG	950199	12-May-18	5-May-18	SARASOTA	FL	0587055930101014	AUTO GLASS AMERICA-F	622.85	-384.61	238.24
GG	952436	12-May-18	11-May-18	SARASOTA	FL	0476368820101018	AUTO GLASS AMERICA-F	1107.64	-723.64	384
GI	953032	12-May-18	6-May-18	PALMETTO	FL	0526010710101027	AUTO GLASS AMERICA-F	1150.01	-717.8	432.21
GG	958460	12-May-18	12-May-18	TAMPA	FL	0413042360101011	AUTO GLASS AMERICA-F	1015.46	-272.85	742.61
GG	079513	16-May-18	16-Apr-18	TARPON SPGS	FL	0065942390101116	AUTO GLASS AMERICA-F	690.51	-422.04	268.47
GI	092258	16-May-18	14-May-18	ENGLEWOOD	FL	0514362340101107	AUTO GLASS AMERICA-F	1535.14	-1021.63	513.51
GG	094415	16-May-18	5-May-18	LUTZ	FL	0134481390101096	AUTO GLASS AMERICA-F	1273.74	-791.59	482.15
GG	116430	17-May-18	14-May-18	ZEPHYRHILLS	FL	0394003310101066	AUTO GLASS AMERICA-F	207.36	68.73	276.09
GE	122314	18-May-18	11-May-18	LAKELAND	FL	0317627500101017	AUTO GLASS AMERICA-F	1698.52	-1089.8	608.72
GI	122742	18-May-18	14-May-18	TAMPA	FL	0562638390101035	AUTO GLASS AMERICA-F	220.5	236.23	456.73
GG	144223	19-May-18	11-May-18	LUTZ	FL	0101050040101084	AUTO GLASS AMERICA-F	1581.48	-1029.94	551.54
GE	144304	19-May-18	18-May-18	LITHIA	FL	0493633080101035	AUTO GLASS AMERICA-F	1228.18	-835.38	392.8
GI	144995	19-May-18	8-May-18	CLEARWATER	FL	0488581650101041	AUTO GLASS AMERICA-F	761.59	-435.74	325.85
GE	159817	1-Apr-18	31-Mar-18	KISSIMMEE	FL	0522877940101066	AUTOGLASS AMERICA	916.56	-546.13	370.43
GI	164442	21-May-18	1-May-18	PINELLAS PARK	FL	0593540010101028	AUTO GLASS AMERICA-F	720.31	-413.01	307.3
GG	176662	2-Apr-18	2-Apr-18	SUN CITY	FL	0165075200101171	AUTOGLASS AMERICA	1033.13	-632.73	400.4
GI	180028	21-May-18	13-May-18	NEW PRT RCHY	FL	0536862420101038	AUTO GLASS AMERICA-F	994.73	-652.22	342.51
GI	197668	22-May-18	10-May-18	TAMPA	FL	0573501960101024	AUTO GLASS AMERICA-F	741.52	-443.79	297.73

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GG	197836	3-Apr-18	10-Sep-17	CLEWISTON	FL	0596535830101023	AUTOGLASS AMERICA	1366.21	-870.5	495.71
GG	198658	3-Apr-18	3-Apr-18	RUSKIN	FL	0270517540101108	AUTOGLASS AMERICA	1841.87	-849.06	992.81
GG	199528	3-Apr-18	1-Apr-18	MIAMI	FL	0524648780101013	AUTOGLASS AMERICA	1724.12	-1108.41	615.71
GI	207943	3-Apr-18	3-Apr-18	ST PETERSBURG	FL	0565291810101024	AUTOGLASS AMERICA	1104.11	-689.35	414.76
GI	209687	3-Apr-18	25-Mar-18	HUDSON	FL	0622556470101014	AUTOGLASS AMERICA	1008.12	-616.08	392.04
GG	210410	3-Apr-18	1-Apr-18	SPRING HILL	FL	0336954830101070	AUTOGLASS AMERICA	1017.28	-649.84	367.44
GI	213240	3-Apr-18	2-Apr-18	APOLLO BEACH	FL	0585974640101019	AUTOGLASS AMERICA	1033.13	-633.43	399.7
GG	222158	23-May-18	23-May-18	CLEARWATER	FL	0421238900101012	AUTO GLASS AMERICA-F	860.15	-493.27	366.88
GG	229331	4-Apr-18	15-Mar-18	RUSKIN	FL	0467783540101067	AUTO GLASS AMERICA	1587.13	-1242.34	344.79
GG	229593	4-Apr-18	1-Apr-18	RUSKIN	FL	0467783540101075	AUTO GLASS AMERICA	1124.87	-751.79	373.08
GE	236982	5-Apr-18	29-Mar-18	CLEARWATER	FL	0397110450101041	AUTOGLASS AMERICA	622.85	-384.56	238.29
GI	237466	5-Apr-18	3-Apr-18	LAKELAND	FL	0519435990101026	AUTO GLASS AMERICA	994.73	-651.81	342.92
GI	242105	5-Apr-18	2-Apr-18	CLEARWATER	FL	0377005470101084	AUTOGLASS AMERICA	827.41	-507.02	320.39
GI	243901	5-Apr-18	22-Mar-18	BRADENTON	FL	0539492000101013	AUTOGLASS AMERICA	764.16	-438.31	325.85
GG	250569	5-Apr-18	4-Apr-18	RUSKIN	FL	0520771610101096	AUTOGLASS AMERICA	819.55	-508.57	310.98
GG	251242	24-May-18	17-May-18	LAND O LAKES	FL	0100517080101233	AUTO GLASS AMERICA-F	1180.42	-808.99	371.43
GI	251810	5-Apr-18	4-Apr-18	RIVERVIEW	FL	0469748080101056	AUTO GLASS AMERICA	916.56	-546.13	370.43
GI	266875	6-Apr-18	23-Mar-18	GIBSONTON	FL	0500254620101079	AUTO GLASS AMERICA	843.02	-485.77	357.25
GE	268731	6-Apr-18	16-Mar-18	TAMPA	FL	0209195640101017	AUTOGLASS AMERICA	679.39	-428.97	250.42
GG	298320	9-Apr-18	6-Apr-18	TAMPA	FL	0583098030101033	AUTO GLASS AMERICA	1650.74	-1043.46	607.28
GG	300092	9-Apr-18	6-Apr-18	TAMPA	FL	0510345460101027	AUTO GLASS AMERICA	1191.02	-745.15	445.87
GG	304121	9-Apr-18	2-Apr-18	NEW PRT RCHY	FL	0511953860101049	AUTO GLASS AMERICA	1833.13	-1222.72	610.41
GG	318222	10-Apr-18	5-Apr-18	TARPON SPGS	FL	0405840060101037	AUTO GLASS AMERICA	740.98	-455.82	285.16
GG	318524	10-Apr-18	9-Apr-18	TRINITY	FL	0511460310101017	AUTO GLASS AMERICA	983.34	-503.52	479.82
GE	322326	10-Apr-18	10-Feb-18	LAWTEY	FL	0316638370101038	AUTO GLASS AMERICA	1017.28	-649.84	367.44
GI	329551	10-Apr-18	6-Apr-18	TAMPA	FL	0493789070101052	AUTOGLASS AMERICA	975.35	-641.86	333.49
GG	334204	10-Apr-18	3-Apr-18	NEW PRT RCHY	FL	0305512610101095	AUTO GLASS AMERICA	1167.55	-780.31	387.24
GG	336699	10-Apr-18	5-Jan-18	HOLIDAY	FL	0316192890101128	AUTO GLASS AMERICA	721.18	-461.91	259.27
GE	341486	11-Apr-18	2-Apr-18	SAINT PETERSBURG	FL	0332382270101125	AUTO GLASS AMERICA	712.65	-449.24	263.41
GI	350349	11-Apr-18	7-Apr-18	RIVERVIEW	FL	0613663480101017	AUTO GLASS AMERICA	1033.13	-633.43	399.7
GG	352163	11-Apr-18	11-Apr-18	WESLEY CHAPEL	FL	0611067200101038	AUTO GLASS AMERICA	1518.92	-1170.1	348.82
GI	374029	12-Apr-18	11-Apr-18	TAMPA	FL	0144584960101079	AUTO GLASS AMERICA	1256.32	-820.75	435.57
GG	379437	12-Apr-18	3-Apr-18	VALRICO	FL	0546334030101046	AUTO GLASS AMERICA-F	1082.04	-676.78	405.26
GG	388491	13-Apr-18	19-Dec-17	LAKELAND	FL	0424469640101031	AUTO GLASS AMERICA	1518.92	-1170.1	348.82

EXHIBIT 2

GG	390186	13-Apr-18	13-Apr-18 TAMPA	FL	0536932320101014	AUTO GLASS AMERICA-F	1506.23	-230.06	1276.17
GG	393994	13-Apr-18	12-Apr-18 FORT MYERS	FL	0297018290101025	AUTO GLASS AMERICA	1525.66	-1004.03	521.63
GI	404403	14-Apr-18	9-Apr-18 TAMPA	FL	0480983690101023	AUTO GLASS AMERICA	1590.11	-1023.83	566.28
GG	416132	16-Apr-18	13-Apr-18 TAMPA	FL	0252411990101150	AUTO GLASS AMERICA	1033.73	-647.13	386.6
GG	416962	16-Apr-18	13-Apr-18 PLANT CITY	FL	0577912410101017	AUTO GLASS AMERICA	1547.89	-999.48	548.41
GE	422406	16-Apr-18	15-Apr-18 BRADENTON	FL	0625818630101012	AUTO GLASS AMERICA	1242.46	-785.16	457.3
GG	424221	16-Apr-18	16-Apr-18 LAND O LAKES	FL	0617662410101010	AUTO GLASS AMERICA	2010.62	-1443.04	567.58
GG	430549	16-Apr-18	16-Apr-18 OLDSMAR	FL	0612833470101035	AUTO GLASS AMERICA-F	874.01	-510.03	363.98
GG	434476	16-Apr-18	12-Apr-18 TAMPA	FL	0440509140101021	AUTO GLASS AMERICA	1538.18	-1000.34	537.84
GG	438380	16-Apr-18	16-Apr-18 FROSTPROOF	FL	0289417600101040	AUTO GLASS AMERICA	2140.96	-1371.3	769.66
GG	439166	16-Apr-18	16-Apr-18 SEMINOLE	FL	0060076720101069	AUTO GLASS AMERICA-F	758.9	-437.41	321.49
GG	447514	17-Apr-18	10-Apr-18 BRADENTON	FL	0485989950101020	AUTO GLASS AMERICA	1021.42	-224.7	796.72
GI	447696	17-Apr-18	15-Apr-18 CAPE CORAL	FL	0333680030101031	AUTO GLASS AMERICA-F	627.75	-382.4	245.35
GE	448470	17-Apr-18	12-Apr-18 ZEPHYRHILLS	FL	0527844540101115	AUTO GLASS AMERICA-F	1526.62	-977.44	549.18
GG	454003	17-Apr-18	17-Apr-18 HUDSON	FL	0565629590101013	AUTO GLASS AMERICA	1078.67	-685.07	393.6
GG	457339	17-Apr-18	15-Apr-18 SPRING HILL	FL	0385783300101090	AUTO GLASS AMERICA-F	600.44	-364.54	235.9
GI	457861	17-Apr-18	16-Apr-18 FORT MYERS	FL	0465251220101023	AUTO GLASS AMERICA	930.57	-566.44	364.13
GI	458111	17-Apr-18	5-Apr-18 THONOTOSASSA	FL	0376494550101092	AUTO GLASS AMERICA	612.61	-373.28	239.33
GI	458481	17-Apr-18	5-Apr-18 PALM HARBOR	FL	0306033790101010	AUTO GLASS AMERICA	1706.95	-1091.61	615.34
GG	458527	17-Apr-18	13-Apr-18 JACKSONVILLE	FL	0528370740101043	AUTO GLASS AMERICA	820.35	-510.87	309.48
GG	465221	17-Apr-18	5-Apr-18 TAMPA	FL	0520768020101013	AUTO GLASS AMERICA	708.88	-436.93	271.95
GG	466387	18-Apr-18	15-Apr-18 CLEARWATER	FL	0359450520101050	AUTO GLASS AMERICA	1593.06	-1029.09	563.97
GE	467783	18-Apr-18	11-Apr-18 BROOKSVILLE	FL	0553191200101010	AUTO GLASS AMERICA	1529.76	-1004.5	525.26
GI	481382	18-Apr-18	18-Apr-18 TEMPLE TERR	FL	0302344440101084	AUTO GLASS AMERICA	1518.84	-989.51	529.33
GI	489370	19-Apr-18	19-Apr-18 RIVERVIEW	FL	0456587290101026	AUTO GLASS AMERICA	838.81	-524.25	314.56
GI	500268	19-Apr-18	6-Apr-18 SAINT PETERSBURG	FL	0176149630101049	AUTO GLASS AMERICA	856.41	-510.08	346.33
GG	502959	19-Apr-18	19-Apr-18 ST PETERSBURG	FL	0411327360101018	AUTO GLASS AMERICA	997.21	-591.27	405.94
GI	514973	20-Apr-18	19-Apr-18 PORT RICHEY	FL	0550434320101095	AUTO GLASS AMERICA	1073.3	-679.88	393.42
GG	516408	20-Apr-18	9-Apr-18 NAPLES	FL	0552400880101021	AUTO GLASS AMERICA	1233.71	-826.89	406.82
GG	517281	20-Apr-18	20-Apr-18 PALM HARBOR	FL	0417471140101023	AUTO GLASS AMERICA-F	1525.66	-1004.03	521.63
GG	521942	20-Apr-18	10-Jan-18 RIVERVIEW	FL	0106493790101059	AUTO GLASS AMERICA-F	803.66	-487.41	316.25
GI	523323	20-Apr-18	19-Apr-18 WESLEY CHAPEL	FL	0104932340101129	AUTO GLASS AMERICA	913.19	-563.14	350.05
GG	525790	20-Apr-18	20-Apr-18 BRANDON	FL	0595287440101040	AUTO GLASS AMERICA	712.65	-448.54	264.11
GG	531305	21-Apr-18	14-Apr-18 TAMPA	FL	0567561600101014	AUTO GLASS AMERICA	1481.04	-931.38	549.66

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GI	532518	21-Apr-18	1-Apr-18	CLEARWATER	FL	0102302580101019	AUTO GLASS AMERICA-F	1175.02	-716.4	458.62
GG	532808	21-Apr-18	14-Apr-18	WESLEY CHAPEL	FL	0616473660101010	AUTO GLASS AMERICA	1029.13	-630.43	398.7
GG	534489	21-Apr-18	21-Mar-18	HOLIDAY	FL	0616970210101010	AUTO GLASS AMERICA-F	803.66	-486.71	316.95
GI	540319	22-Apr-18	19-Apr-18	MIDDLEBURG	FL	0515329460101018	AUTO GLASS AMERICA-F	1126.98	-714.23	412.75
GI	544407	23-Apr-18	22-Apr-18	RIVERVIEW	FL	0541038160101149	AUTO GLASS AMERICA	1180.17	-742.53	437.64
GE	546394	23-Apr-18	22-Apr-18	WINTER HAVEN	FL	0557144030101029	AUTO GLASS AMERICA	741.63	-442.42	299.21
GG	547782	23-Apr-18	23-Apr-18	TAMPA	FL	0549359710101013	AUTO GLASS AMERICA-F	1624.77	-1087.17	537.6
GG	549104	23-Apr-18	10-Apr-18	PINELLAS PARK	FL	0413007810101010	AUTO GLASS AMERICA-F	1104.11	-688.65	415.46
GI	551084	23-Apr-18	2-Apr-18	THONOTOSASSA	FL	0311815060101081	AUTO GLASS AMERICA-F	598.93	-368.62	230.31
GG	555425	23-Apr-18	14-Apr-18	HOLIDAY	FL	0125421080101056	AUTO GLASS AMERICA-F	839.33	-516.06	323.27
GI	556510	23-Apr-18	23-Apr-18	RIVERVIEW	FL	0343085760101078	AUTO GLASS AMERICA-F	788.24	-477.74	310.5
GI	556663	23-Apr-18	21-Apr-18	TAMPA	FL	0309754810101089	AUTO GLASS AMERICA	1977.29	-1285.02	692.27
GG	556948	23-Apr-18	9-Apr-18	TAMPA	FL	0151200680101097	AUTO GLASS AMERICA-F	858.23	-524.94	333.29
GG	561341	23-Apr-18	5-Feb-18	WIMAUMA	FL	0502457670101042	AUTO GLASS AMERICA-F	943.19	-561.52	381.67
GE	573242	24-Apr-18	6-Apr-18	RIVERVIEW	FL	0523377350101036	AUTO GLASS AMERICA-F	1013.25	-607	406.25
GG	574931	24-Apr-18	22-Apr-18	PALM HARBOR	FL	0377877340101035	AUTO GLASS AMERICA-F	1075.22	-562.16	513.06
GI	576461	24-Apr-18	20-Apr-18	NEW PRT RCHY	FL	0478683870101033	AUTO GLASS AMERICA	679.39	-401.38	278.01
GI	577511	24-Apr-18	23-Apr-18	HOLIDAY	FL	0606800810101015	AUTO GLASS AMERICA	1697.84	-1135.25	562.59
GG	578832	24-Apr-18	15-Apr-18	WESLEY CHAPEL	FL	0396440020101051	AUTO GLASS AMERICA-F	1724.12	-1108.41	615.71
GG	585585	24-Apr-18	24-Apr-18	TAMPA	FL	0485763630101027	AUTO GLASS AMERICA-F	1905.76	-1199.76	706
GG	589170	24-Apr-18	24-Apr-18	ST PETERSBURG	FL	0627394830101010	AUTO GLASS AMERICA-F	930.57	-566.44	364.13
GG	593447	24-Apr-18	21-Apr-18	TAMPA	FL	0505224080101021	AUTO GLASS AMERICA-F	1797.27	-1181.54	615.73
GE	597619	25-Apr-18	24-Apr-18	CLEARWATER	FL	0567187370101032	AUTO GLASS AMERICA-F	712.65	-449.24	263.41
GE	599128	25-Apr-18	15-Feb-18	TAMPA	FL	0613218400101025	AUTO GLASS AMERICA-F	1045.28	-658.69	386.59
GG	601214	25-Apr-18	24-Apr-18	BRADENTON	FL	0418221030101107	AUTO GLASS AMERICA-F	975.35	-641.86	333.49
GG	603767	25-Apr-18	18-Apr-18	WIMAUMA	FL	0390112920101046	AUTO GLASS AMERICA-F	1192.88	-750.04	442.84
GE	613279	25-Apr-18	24-Apr-18	LUTZ	FL	0347210000101037	AUTO GLASS AMERICA-F	1323.52	-856.48	467.04
GI	614840	25-Apr-18	25-Apr-18	OLDSMAR	FL	0605368420101024	AUTO GLASS AMERICA-F	820.35	-510.87	309.48
GG	623503	26-Apr-18	15-Apr-18	APOLLO BEACH	FL	0196165280101085	AUTO GLASS AMERICA-F	1260.49	-800.52	459.97
GG	628965	26-Apr-18	5-Apr-18	TAMPA	FL	0097395080101056	AUTO GLASS AMERICA-F	884.41	-543.2	341.21
GG	629196	26-Apr-18	24-Apr-18	NEW PRT RCHY	FL	0358790800101127	AUTO GLASS AMERICA-F	819.55	-509.27	310.28
GG	638403	26-Apr-18	24-Apr-18	PLANT CITY	FL	0558035840101028	AUTO GLASS AMERICA-F	1227.53	-598.11	629.42
GG	640361	27-Apr-18	25-Apr-18	TARPON SPGS	FL	0415947410101092	AUTO GLASS AMERICA-F	721.18	-461.91	259.27
GG	642027	27-Apr-18	10-Apr-18	VENICE	FL	0613627360101025	AUTO GLASS AMERICA-F	992	-618.89	373.11

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GE	650652	27-Apr-18	25-Apr-18	APOLLO BEACH	FL	0025424380101108	AUTO GLASS AMERICA-F	651.13	-399.21	251.92
GI	659657	28-Apr-18	27-Apr-18	PORT RICHEY	FL	0622066830101019	AUTO GLASS AMERICA-F	824.17	-489.3	334.87
GG	659939	28-Apr-18	27-Apr-18	LAKELAND	FL	0447567890101032	AUTO GLASS AMERICA-F	622.85	-392.53	230.32
GI	666691	28-Apr-18	14-Apr-18	JACKSONVILLE	FL	0526596280101017	AUTO GLASS AMERICA-F	1045.28	-658.69	386.59
GG	669089	29-Apr-18	15-Apr-18	WINTER GARDEN	FL	0548105190101010	AUTO GLASS AMERICA-F	1323.52	-856.48	467.04
GI	671319	29-Apr-18	29-Apr-18	SEFFNER	FL	0377945610101140	AUTO GLASS AMERICA-F	1231.2	-804.15	427.05
GE	673259	29-Apr-18	29-Apr-18	SARASOTA	FL	0424770000101028	AUTO GLASS AMERICA-F	1151.62	-716.13	435.49
GG	685469	30-Apr-18	29-Apr-18	TAMPA	FL	0545560100101018	AUTO GLASS AMERICA-F	789.94	-459.41	330.53
GI	687747	30-Apr-18	28-Apr-18	NOKOMIS	FL	0334798260101015	AUTO GLASS AMERICA-F	600.44	-364.54	235.9
GG	691947	30-Apr-18	30-Apr-18	BRADENTON	FL	0404833250101066	AUTO GLASS AMERICA-F	769.15	-475.67	293.48
GG	693047	30-Apr-18	30-Apr-18	RIVERVIEW	FL	0298133720101039	AUTO GLASS AMERICA-F	1191.02	-745.15	445.87
GG	695019	30-Apr-18	30-Apr-18	TAMPA	FL	0409608690101073	AUTO GLASS AMERICA-F	1467.51	-862.72	604.79
GI	695420	30-Apr-18	4-Apr-18	PORT RICHEY	FL	0493053680101030	AUTO GLASS AMERICA-F	811.77	-479.96	331.81
GI	695805	30-Apr-18	27-Apr-18	RIVERVIEW	FL	0484412470101033	AUTO GLASS AMERICA-F	1233.11	-774.43	458.68
GG	696299	30-Apr-18	27-Apr-18	NEW PRT RCHY	FL	0609327290101031	AUTO GLASS AMERICA-F	838.28	-499.29	338.99
GG	697687	30-Apr-18	28-Apr-18	TAMPA	FL	0379577090101098	AUTO GLASS AMERICA-F	1590.11	-1023.83	566.28
GG	701305	30-Apr-18	30-Apr-18	DOVER	FL	0351517200101101	AUTO GLASS AMERICA-F	756.09	-440.04	316.05
GI	704216	30-Apr-18	30-Apr-18	HOLIDAY	FL	0281433620101017	AUTO GLASS AMERICA-F	1260.92	-789.61	471.31
GG	712105	1-May-18	29-Apr-18	LUTZ	FL	0487368240101033	AUTO GLASS AMERICA-F	1586.33	-999.43	586.9
GG	712412	1-May-18	21-Apr-18	LUTZ	FL	0487368240101041	AUTO GLASS AMERICA-F	926.51	-633.54	292.97
GG	714456	1-May-18	30-Apr-18	WINTER PARK	FL	0454180270101067	AUTO GLASS AMERICA-F	850.34	-494.24	356.1
GE	720426	1-May-18	15-Apr-18	TAMPA	FL	0121111130101172	AUTO GLASS AMERICA-F	738.97	-428.92	310.05
GI	721227	1-May-18	1-Apr-18	MULBERRY	FL	0388387960101106	AUTO GLASS AMERICA-F	1650.74	-1043.46	607.28
GI	722810	1-May-18	22-Apr-18	BRANDON	FL	0596342860101019	AUTO GLASS AMERICA-F	1033.13	-633.43	399.7
GE	723626	1-May-18	1-Feb-18	TAMPA	FL	0390544730101180	AUTO GLASS AMERICA-F	827.41	-507.02	320.39
GG	724329	1-May-18	27-Apr-18	TAMPA	FL	0567749980101031	AUTO GLASS AMERICA-F	806.82	-515.94	290.88
GE	727428	1-May-18	27-Apr-18	LUTZ	FL	0388624130101024	AUTO GLASS AMERICA-F	1473.1	-983.01	490.09
GI	735775	2-May-18	26-Apr-18	ST PETERSBURG	FL	0587976330101025	AUTO GLASS AMERICA-F	843.02	-485.77	357.25
GG	736338	2-May-18	2-Apr-18	SEFFNER	FL	0324442700101093	AUTO GLASS AMERICA-F	797.33	-476.23	321.1
GG	736349	2-May-18	12-Apr-18	TRINITY	FL	0359783260101041	AUTO GLASS AMERICA-F	2069.92	-1337.5	732.42
GG	740079	2-May-18	1-May-18	VALRICO	FL	0538569460101020	AUTO GLASS AMERICA-F	1006.85	-655.32	351.53
GG	741496	2-May-18	15-Apr-18	ST PETERSBURG	FL	0620520640101017	AUTO GLASS AMERICA-F	1366.21	-870.5	495.71
GG	745037	2-May-18	15-Jan-18	BROOKSVILLE	FL	0325103020101069	AUTO GLASS AMERICA-F	1162.59	-703.91	458.68
GI	748387	2-May-18	15-Apr-18	PORT RICHEY	FL	0500814990101023	AUTO GLASS AMERICA-F	846.57	-501.71	344.86

GI	749497	2-May-18	1-Apr-18 TAMPA	FL	0461159310101015	AUTO GLASS AMERICA-F	2529.83	-1612.01	917.82
GG	753192	2-May-18	18-Apr-18 BRANDON	FL	0323717770101045	AUTO GLASS AMERICA-F	1008.12	-616.08	392.04
GI	770552	3-May-18	1-May-18 GROVELAND	FL	0339546510101060	AUTO GLASS AMERICA-F	851.62	-502.92	348.7
GE	770725	3-May-18	4-Apr-18 PALM HARBOR	FL	0605245280101023	AUTO GLASS AMERICA-F	1115.3	-698.38	416.92
GI	771217	3-May-18	2-Mar-18 RIVERVIEW	FL	0618123870101023	AUTO GLASS AMERICA-F	1104.11	-689.35	414.76
GG	772099	3-May-18	3-May-18 PANAMA CITY	FL	0490672840101029	AUTO GLASS AMERICA-F	1475.58	-955.45	520.13
GI	784834	4-May-18	30-Apr-18 ZEPHYRHILLS	FL	0519477120101062	AUTO GLASS AMERICA-F	803.66	-487.41	316.25
GG	789473	4-May-18	2-May-18 WEEKI WACHEE	FL	0421736380101022	AUTO GLASS AMERICA-F	1209.42	-749.57	459.85
GG	794748	4-May-18	2-May-18 LAND O LAKES	FL	0416595580101019	AUTO GLASS AMERICA-F	1624.77	-1087.87	536.9
GG	795855	4-May-18	19-Apr-18 PALM HARBOR	FL	0525537530101036	AUTO GLASS AMERICA-F	1297.54	-817.72	479.82
GG	798161	4-May-18	4-Apr-18 BRADENTON	FL	0426761700101044	AUTO GLASS AMERICA-F	930.57	-566.44	364.13
GG	802752	5-May-18	4-May-18 CLEARWATER	FL	0528830090101034	AUTO GLASS AMERICA-F	1293.01	-761.85	531.16
GG	803495	5-May-18	4-May-18 LAND O LAKES	FL	0262924110101148	AUTO GLASS AMERICA-F	1033.13	-632.73	400.4
GG	810903	6-May-18	4-May-18 PLANT CITY	FL	0417142050101069	AUTO GLASS AMERICA-F	860.94	-526.96	333.98
GE	822988	7-May-18	6-May-18 WESLEY CHAPEL	FL	0593122160101023	AUTO GLASS AMERICA-F	1004.11	-596.66	407.45
GI	827454	7-May-18	20-Apr-18 NEW PRT RCHY	FL	0376909810101061	AUTO GLASS AMERICA-F	721.18	-461.91	259.27
GG	831342	7-May-18	5-May-18 CLEARWATER	FL	0356330610101090	AUTO GLASS AMERICA-F	671.96	-415.53	256.43
GI	833139	7-May-18	26-Feb-18 ST PETERSBURG	FL	0427237580101064	AUTO GLASS AMERICA-F	1323.52	-856.48	467.04
GG	834828	7-May-18	3-May-18 ZEPHYRHILLS	FL	0542397970101049	AUTO GLASS AMERICA-F	1366.21	-870.5	495.71
GI	853983	8-May-18	24-Apr-18 ZEPHYRHILLS	FL	0361999930101015	AUTO GLASS AMERICA-F	1521.81	-939.78	582.03
GG	862375	8-May-18	24-Apr-18 BROOKSVILLE	FL	0505209330101012	AUTO GLASS AMERICA-F	1528.71	-1033.41	495.3
GI	862840	8-May-18	8-May-18 ST PETERSBURG	FL	0308338960101130	AUTO GLASS AMERICA-F	924.08	-560.76	363.32
GI	863822	8-May-18	4-May-18 APOLLO BEACH	FL	0515733950101042	AUTO GLASS AMERICA-F	1045.05	-464.41	580.64
GI	872901	8-May-18	8-May-18 RIVERVIEW	FL	0521750630101038	AUTO GLASS AMERICA-F	1726.33	-983.01	743.32
GE	873026	8-May-18	24-Apr-18 TAMPA	FL	0495358880101062	AUTO GLASS AMERICA-F	1450.66	-864.18	586.48
GI	874635	8-May-18	6-May-18 TAMPA	FL	0334068220101012	AUTO GLASS AMERICA-F	943.72	-579.86	363.86
GI	881727	9-May-18	3-May-18 MANGO	FL	0340717490101068	AUTO GLASS AMERICA-F	1124.66	-791.62	333.04
GI	882946	9-May-18	9-May-18 RIVERVIEW	FL	0387102820101126	AUTO GLASS AMERICA-F	808.05	-490.39	317.66
GI	883468	9-May-18	4-May-18 LAND O LAKES	FL	0464491370101107	AUTO GLASS AMERICA-F	806.61	-495.41	311.2
GI	883483	9-May-18	6-May-18 LAND O LAKES	FL	0464491370101099	AUTO GLASS AMERICA-F	1017.28	-649.14	368.14
GG	886355	9-May-18	6-May-18 ST PETERSBURG	FL	0348470830101032	AUTO GLASS AMERICA-F	791.48	-470.45	321.03
GG	887942	9-May-18	8-May-18 INVERNESS	FL	0428012860101335	AUTO GLASS AMERICA-F	712.89	-442.82	270.07
GG	889915	9-May-18	9-Apr-18 BRADENTON	FL	0338526930101156	AUTO GLASS AMERICA-F	943.19	-561.52	381.67
GG	905960	10-May-18	9-May-18 SEMINOLE	FL	0618152130101028	AUTO GLASS AMERICA-F	1008.12	-616.08	392.04

EXHIBIT 2

GE	908451	10-May-18	10-May-18 PALM HARBOR	FL	0343720770101086	AUTO GLASS AMERICA-F	1167.74	-724.26	443.48
GG	908790	10-May-18	1-May-18 TAMPA	FL	0231990610101043	AUTO GLASS AMERICA-F	1340.43	-896.25	444.18
GG	910256	10-May-18	9-May-18 VALRICO	FL	0363942060101148	AUTO GLASS AMERICA-F	1030.26	-592.96	437.3
GG	922299	10-May-18	4-May-18 RIVERVIEW	FL	0303210850101014	AUTO GLASS AMERICA-F	971.89	-577.59	394.3
GI	922345	10-May-18	2-May-18 WESLEY CHAPEL	FL	0385156700101103	AUTO GLASS AMERICA-F	923.71	-615.82	307.89
GG	977542	14-May-18	11-May-18 CLEARWATER	FL	0072319440101068	AUTO GLASS AMERICA-F	1263.38	-790.94	472.44
GG	985851	14-May-18	30-Apr-18 NEW PORT RICHEY	FL	0540875390101089	AUTO GLASS AMERICA-F	760.32	-452.81	307.51
GG	986134	14-May-18	1-Apr-18 NEW PORT RICHEY	FL	0540875390101097	AUTO GLASS AMERICA-F	651.18	-398.09	253.09
GI	991041	14-May-18	14-Apr-18 VENICE	FL	0508073600101020	AUTO GLASS AMERICA-F	1286.51	-831.81	454.7
GI	999827	15-May-18	11-May-18 HOLIDAY	FL	0183085340101021	AUTO GLASS AMERICA-F	1232.9	-719.69	513.21
							\$235,728.12	\$(145,172.37)	\$ 90,555.75

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

GOVERNMENT EMPLOYEES INSURANCE
COMPANY, GEICO INDEMNITY COMPANY,
and GEICO GENERAL INSURANCE
COMPANY,

Plaintiffs,

Case No. 8:18-cv-856-T-35JSS

v.

AUTO GLASS AMERICA, LLC,

Defendant.

NOTICE OF SETTLEMENT

Pursuant to Local Rule 3.08, Plaintiffs give notice that the parties have reached a settlement that has completely resolved this matter. The parties anticipate making appropriate filings seeking the dismissal with prejudice of this action within ten days, with each party to bear its own costs and attorneys' fees.

Respectfully Submitted,

John P. Marino

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I certify that on November 30, 2018, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send a Notice of Electronic Filing to the counsel of record in this case.

/s/ John P. Marino

Attorney

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed with the Clerk of the Court on January 18, 2024 using the Florida E-Portal System which will serve this document on all parties and counsel of record.

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