

File No.: CT-2015-010

**COMPETITION TRIBUNAL**

**IN THE MATTER OF** the Competition Act, R.S.C. 1985, c. C-34, as amended;

**AND IN THE MATTER OF** an Application by Audatex Canada, ULC for an Order pursuant to section 103.1 granting leave to make application under section 75 of the *Competition Act*.

**BETWEEN:**

COMPETITION TRIBUNAL TRIBUNAL DE LA CONCURRENCE  <b>FILED / PRODUIT</b> November 9, 2015 CT-2015-010  Jos LaRose for / pour REGISTRAR / REGISTRAIRE	
OTTAWA, ONT	# 45

**AUDATEX CANADA, ULC**

Applicant

- and -

**CARPROOF CORPORATION, TRADER CORPORATION, AND eBAY CANADA LIMITED**

Respondents

**AFFIDAVIT OF PAUL ANTONY  
(Sworn November 5, 2015)**

I, Paul Antony, of the City of London, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the co-founder and Chairman of the Board of CarProof Corporation ("CarProof"). I co-founded CarProof in 2000 to provide buyers and sellers with valuable information at the time they are buying or selling a vehicle, and was chief executive officer ("CEO") of CarProof until 2014. Since stepping down as CEO in 2014, I have remained closely involved in the business activities of CarProof as Chairman, and am currently still responsible for all major business development and strategic initiatives. As such, I have personal knowledge of the matters herein deposed to unless otherwise stated. Where I have obtained information from a third party, I have stated the source of that information, and confirm that I believe it to be true.

## The Parties

### *CarProof*

2. CarProof is a privately held corporation incorporated under the laws of Canada and headquartered in London, Ontario. CarProof's principal business is the sale of detailed vehicle-history reports ("VHRs") which are used by car sellers and buyers to obtain detailed information about a vehicle's past. CarProof utilizes numerous data sources in Canada and the United States in its VHRs.

3. CarProof prides itself on its expansive data coverage and quality, and believes it provides more critical information in its VHRs than any competitor. A CarProof VHR helps establish trust and transparency between a used-car buyer and a used-car seller by mitigating the uncertainty about a vehicle's past with impartial and detailed data. Given the value inherent in the numerous data sources utilized in its VHRs, CarProof also licenses data to other automobile industry participants, such as insurance companies and others, for a variety of different applications.

### *Other Respondents*

4. The Respondent, TRADER Corporation ("**Trader**"), is a corporation incorporated under the laws of Canada. Trader owns the Canadian websites [www.autotrader.ca](http://www.autotrader.ca), [www.autohebdo.net](http://www.autohebdo.net), and [www.buysell.com](http://www.buysell.com) (collectively, "**Auto Trader**"), which are online automobile marketplaces that, for a fee (for dealers) and for free (for private sellers), allow anyone to list an automobile for sale.

5. The Respondent, Marktplaats B.V. ("**Marktplaats**"), is a corporation incorporated under the laws of the Netherlands. Marktplaats operates the Canadian website [www.kijiji.ca](http://www.kijiji.ca) ("**Kijiji**"), which is an online marketplace that includes an automobile classified advertisement service that, for a fee (for dealers) and for free (for private sellers), allows anyone to list an automobile for sale.

*Audatex*

6. The Applicant, Audatex Canada, ULC ("**Audatex Canada**"), is a corporation incorporated under the laws of the Province of Alberta. Audatex Canada licenses data and software to Canadian automobile insurance companies and repair shops to estimate the cost of automobile repairs and to assist in calculating the market value of automobiles. Audatex Canada's affiliate, Audatex North America, Inc. ("**Audatex North America**") provides similar services to insurance companies and repair shops in the United States. Other Audatex entities (together with Audatex Canada and Audatex North America, "**Audatex**") provide similar services to insurance companies and repair shops globally. In Canada, Audatex also provides information technology solutions to automobile dealers, and parts sourcing and data analytics to automobile parts suppliers (including OEMs). Audatex North America is currently party to an agreement with CarProof pursuant to which Audatex North America licenses Canadian and American automobile repair estimate data to CarProof for use in CarProof's VHRs.

7. The Audatex entities are wholly-owned subsidiaries of Solera Holdings, Inc. ("**Solera**"), a publicly traded corporation incorporated under the laws of Delaware that generated over US\$1 billion in revenues in its most recent fiscal year. Solera and its various subsidiaries provide software and services for the automobile and home insurance claims-processing industry. According to Solera's 2014 Annual Report, relevant extracts of which are attached as **Exhibit "1"**, Solera began operations in 2006 by using private equity funds to acquire the Claims Services Group of Automatic Data Processing, Inc.; this Group was the predecessor to Audatex. Since then, Solera has acquired over a dozen different firms in the automobile insurance claims-processing industry. In September 2015, Vista Equity Partners announced that it had agreed to purchase Solera for US\$6.5 billion.

8. One of the numerous firms acquired by Solera is HyperQuest, Inc. ("**HyperQuest**" and, together with Audatex and Solera, the "**Applicant Group**"), a corporation incorporated under the laws of Delaware that Solera purchased in 2013. Like Audatex, HyperQuest offers information services for use in the appraisal, repair and claims handling processes.

9. As discussed in more detail below, my negotiations concerning the sublicensing of Canadian listing data were done with Evangelos Antypas, the Managing Director of Audatex

North America. I was subsequently told by the CEO of Solera, Tony Aquila, that the Managing Director of Audatex North America did not have authority to conduct such negotiations and that I should be negotiating only with Solera and Mr. Aquila. Later, he delegated negotiations to Solera's General Counsel for global operations and to Solera's General Counsel for North America.

**CarProof's Business, and the Proprietary and Confidential Nature of its Data**

10. CarProof is in the business of providing insight through information, primarily through the sale of VHRs. Prospective used car buyers purchase CarProof VHRs to receive information about a vehicle's history so that they can make an informed decision as to whether or not to buy the vehicle. Sellers of used vehicles, including dealerships that have already purchased a CarProof VHR for their own due diligence when buying the vehicle, purchase CarProof VHRs as a way to demonstrate transparency to potential vehicle buyers, by being upfront in disclosing the full history of the vehicle. Sellers of used vehicles also purchase CarProof VHRs to meet certain regulatory disclosure requirements. Lenders, insurers and original equipment manufacturers use VHRs to get a clearer picture for their respective financing, insuring and re-marketing operations.

11. CarProof expends a great deal of effort, time, money and other resources to acquire the rights to numerous data sources in Canada and the United States for use in its VHRs and its other products and services. For example, CarProof receives a license to [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

12. CarProof's VHRs include registration and branding information, lien details, recall data, odometer records, service records, towing records and accident data (including police reported accident information and repair shop damage estimates). This data is licensed by CarProof from a number of different parties, including [REDACTED]



proceedings in the United States District Court for the Northern District of Illinois, and is addressed in greater detail below. Attached hereto as **Exhibit "3"** is a true copy of CarProof's complaint in the United States litigation.

17. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

18. The types of data that CarProof accesses under each of these data license agreements are similar. [REDACTED]  
[REDACTED] HyperQuest provides information solutions across the insurance industry and so can provide access to estimate data not just from Audatex and Mitchell, but also from their largest competitor in the United States, CCC Information Services Inc.

19. Given CarProof's desire to empower customers with a VHR that includes the most comprehensive and detailed information possible, successfully negotiating and maintaining the rights to include data in its VHRs, including the continued flow of estimate data pursuant to the above-mentioned licenses, is very important to CarProof.

*Other Services*

20. CarProof's success in maintaining best-in-class VHRs and developing and maintaining strong relationships with numerous data licensors has allowed CarProof to expand its VHR business, and monetize and trade the data it licenses from suppliers by sublicensing some of this data to other industry participants for use in their respective products, often in exchange for other data.

21. These value exchanges engaged in by CarProof and other industry participants have resulted in a complex network of multi-faceted licensing agreements and relationships between CarProof and its customers/suppliers. For example, as noted above, CarProof licenses [REDACTED]  
[REDACTED] for use in its VHRs. [REDACTED] also bundles the [REDACTED] it licenses from numerous [REDACTED] with data licensed to

it by CarProof into [REDACTED] product, which is utilized by [REDACTED]  
[REDACTED]

22. CarProof's value-exchange arrangements with [REDACTED] is another example of the multi-faceted relationships that CarProof has with its customers. In exchange for a license to the data that [REDACTED] have about [REDACTED], CarProof licenses certain data to the [REDACTED] to assist with their customers' regulatory disclosure obligations, and also integrates CarProof VHRs into the [REDACTED].

#### *Listing Data*

23. One additional type of data that CarProof has spent more than two years acquiring licenses to is automobile listing data. Automobile listing data is information about a vehicle contained in an advertisement listing the vehicle for sale. Listing data includes, for example, the vehicle identification number, which contains proprietary information about each individual automobile, the make, model and year of the vehicle, and the asking price. Other information, such as a description of the vehicle, photographs of the vehicle, odometer readings, colour, trim and other vehicle options are typically also included.

24. Listing data is valuable to CarProof because it allows CarProof to improve the quality of its offerings, including its VHRs. There are at least three specific examples of how CarProof integrates or plans to integrate listing data into its offerings. First, CarProof is currently working to enhance its VHRs by including the vehicle's listing history, which CarProof believes will provide customers with insight into the vehicle's value. Secondly, CarProof plans to integrate the listing data it has licensed into valuation reports that it has been developing. These valuation reports will be used to assist dealerships and other organizations determine the value of a vehicle when considering a trade-in or determining what they should sell a vehicle for. Finally, listing data powers the valuations in CarProof's "Redbook", which provides vehicle valuations to, among others, [REDACTED] provincial government agencies to help those government agencies determine the applicable sales taxes on vehicles.

25. CarProof licenses automobile listing data from numerous sources. The two sources on which Audatex has focussed are Marktplaats and Trader. CarProof licenses Marktplaats automobile listing data from Marktplaats pursuant to an agreement made as of [REDACTED] (the

"Marktplaats Agreement"). Pursuant to the terms of the Marktplaats Agreement, CarProof receives an exclusive license to include Marktplaats' automobile listing data in [REDACTED]

26. [REDACTED]

27. CarProof licenses Auto Trader's automobile listing data from Trader pursuant to an agreement made as of [REDACTED] (the "Trader Agreement"). In August 2014 I informed Anthony Giagnacovo, Managing Director of Audatex Canada, that CarProof had negotiated exclusive rights to Auto Trader's listing data and that during the term of the Trader Agreement, Audatex would have to obtain a sublicense to the data from CarProof. Mr. Giagnacovo informed me that they had renewed their license agreement with Auto Trader until the end of August, 2015. At that point we negotiated an amendment to the Trader Agreement which was effective October 1, 2014. Pursuant to the Trader Agreement, CarProof receives an exclusive license to Auto Trader's automobile listing data for use in [REDACTED]

28. [REDACTED]

[REDACTED]

29. Additionally, CarProof's agreement with Trader required CarProof to provide a

[REDACTED]

30. In addition to its relationships with Marktplaats and Trader, CarProof also licenses automobile listing data pursuant to contracts with a number of other suppliers, including

[REDACTED]

[REDACTED] Notably, CarProof's agreements with [REDACTED]

[REDACTED]

[REDACTED] Attached hereto as **Exhibit "5"** is a true copy of CarProof's agreement with [REDACTED] and as **Exhibit "6"** is a true copy of CarProof's agreement with [REDACTED]

[REDACTED] Additionally, CarProof licenses dealer inventory data (listing data generated by car dealers) on a non-exclusive basis from [REDACTED]

[REDACTED] These licenses require CarProof to obtain approvals from approximately 1,400 individual dealers, each of which CarProof pays [REDACTED] per month for access to their aggregated data. Anyone who is willing to devote time, energy and resources, as CarProof did, can obtain a license to receive this data.

31. Given the complex relationships between CarProof and the parties it licenses listing data from, it is generally not possible to attribute a specific value to a particular product or type of data or information licensed by one party to the other. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] All in all, CarProof estimates that between 2013 and 2017 its total cash investments to license listing data, including direct cash payments for data access, and investments in products supplied back to data providers (such as [REDACTED]), will exceed [REDACTED]. In addition, CarProof also provides significant non-pecuniary benefits to listing data providers, such as [REDACTED].

32. [REDACTED]  
[REDACTED] As described above, CarProof obtained licenses to listing data in order to improve its VHRs and its Redbook service, and to be an integral component of the valuation reports that it is developing. Indeed, the October 14, 2014 press release referenced in paragraph 37 of the Affidavit of Gabor Toth relates to CarProof's efforts to enhance its VHRs by including listing history in the reports and to develop a vehicle valuation report for automobile dealers. [REDACTED]  
[REDACTED]

33. [REDACTED]  
[REDACTED] CarProof has no anti-competitive reason to refuse to sublicense available listing data to Audatex [REDACTED]. In fact, such a refusal would cause CarProof to forgo significant value (cash and/or data). [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Terms on Which CarProof Has Offered to License Listing Data to Audatex**

34. Contrary to Audatex's assertions, CarProof has been more than willing to sublicense available listing data to Audatex on fair and reasonable terms consistent with industry practice. In fact, it was CarProof that first suggested doing so. On numerous occasions in 2015, CarProof believed it had reached an agreement with Audatex and the Applicant Group generally, only to

have the Applicant Group go silent or ignore agreed upon terms. A summary of the terms on which CarProof has offered to license data to the Applicant Group follows.

35. CarProof's offers to license data to Audatex arose out of a possible value exchange in the course of CarProof's attempts to license data controlled by the Applicant Group. CarProof initially raised the prospect of potentially sublicensing available listing data to Audatex during a two-day strategy session between senior executives of CarProof and Audatex held in late November 2013, shortly after execution of the Trader Agreement. The goal of this strategy session was to explore mutually beneficial ways CarProof and Audatex could work together, including through the exchange of valuable data. However, no concrete negotiations for the sublicensing of listing data immediately flowed from the November 2013 meetings.

36. Following Solera's acquisition of HyperQuest, CarProof commenced negotiations with HyperQuest in June 2014 for the supply of estimate repair data from HyperQuest on terms similar to the Audatex Data License Agreement. On July 21, 2014, I am informed by CarProof's General Counsel, Holden Rhodes, and believe, that he executed a final HyperQuest Data License Agreement and sent a copy to HyperQuest's Managing Director and Founder, Jeff Hogan. The following morning, Mr. Hogan responded that he had received approval and sent a signed execution page. Shortly thereafter, the Applicant Group began to dispute the validity of the HyperQuest Data License Agreement and refused to begin supplying estimate data pursuant to its terms.

37. Following the Applicant Group's repudiation of the HyperQuest Data License Agreement, CarProof attempted on numerous occasions in the autumn of 2014 to meet with the Applicant Group to discuss, on a without prejudice basis, how to resolve the dispute without resorting to litigation, and gain access to the HyperQuest data as was agreed to in the data license agreement executed by HyperQuest. One offer made by CarProof in these negotiations was to sublicense to Audatex the available listing data licensed by CarProof in exchange for complying with the HyperQuest Data License Agreement, paying a fee for the listing data and extending the term of the Audatex Data License Agreement.

38. CarProof only offered to sublicense the listing data to Audatex as an incentive to convince Audatex to refrain from interfering with HyperQuest's compliance with the HyperQuest Data License Agreement and to avoid having to commence litigation.

39. Meetings were arranged between CarProof and representatives of the Applicant Group on three separate occasions between October and December 2014. On the first two of those occasions the meetings were cancelled by the Applicant Group shortly before the scheduled meetings. The two sides finally met on December 17, 2014. Attached hereto as **Exhibits "7"**, **"8"** and **"9"** are true copies of three emails scheduling and re-scheduling these meetings.

40. At the December 17, 2014 meeting, the parties discussed the HyperQuest Data License Agreement, extending the term of the Audatex Data License Agreement, and the sublicense of available listing data to Audatex, all as a package deal. CarProof never offered or agreed to sublicense available listing data to Audatex without the reciprocating obligation of Audatex to license estimate data from Audatex and HyperQuest to CarProof. As described above, such negotiations are common in the industry given that data and value often flow both ways between contracting parties. Simply put, the flow of data from Audatex to CarProof was significantly more important to CarProof than receiving cash from Audatex in exchange for data access.

41. Shortly after this meeting, on January 6, 2015 Mr. Giagnacovo sent an email to Elias Olmeta, CarProof's former head of corporate development, in which he stated that he wanted to "move quickly" to extend the term of the Audatex Data License Agreement and confirmed that Audatex was interested in licensing the listing data from CarProof. He added that he liked what I had proposed during the meeting, and that he believed that CarProof and Audatex could reach a mutually agreeable contract based on the framework discussed. Attached hereto as **Exhibit "10"** is a true copy of this email from Anthony Giagnacovo.

42. On January 9, 2015 Mr. Olmeta responded to Mr. Giagnacovo's email by setting out his understanding of the framework discussed at the meeting, namely that: (a) Audatex would pay CarProof [REDACTED] per year in exchange for a sublicense providing Audatex with access to available listing data received by CarProof; (b) HyperQuest would grant CarProof access to its estimate data; and (c) the term of the Audatex Data License Agreement would be extended until [REDACTED] Mr. Giagnacovo's only response to this email was to ask how

Elias had calculated the [REDACTED] payment. Mr. Giagnacovo did not question the basic structure of an exchange of both data and money. Attached hereto as **Exhibit "11"** is a true copy of this email exchange.

43. Following this email exchange, the Applicant Group committed to providing a term sheet for CarProof's review following the agreed upon framework. On January 23, 2015 Evangelos Antypas, Audatex North America's Managing Director, said that the Applicant Group was "finalizing the HyperQuest data feed and will be sending [Mr. Olmeta] some questions that we need help on". A true copy of Mr. Antypas' email is attached as **Exhibit "12"**. HyperQuest sent a sample data feed on February 12, 2015. A true copy of the email sending it is attached as **Exhibit "13"**. Mr. Antypas confirmed that his team had sent the data and promised to "work with the team on next steps" in an email the same day, a true copy of which is attached as **Exhibit "14"**.

44. However, months passed without the Applicant Group providing a term sheet despite CarProof repeatedly pushing the Applicant Group to provide one. It was not until March 25, 2015 that Mr. Antypas finally sent a term sheet to CarProof. Without prior warning however, the term sheet delivered was not even close to the framework agreed to in the parties' December meeting and confirmed thereafter. Mr. Antypas had eliminated any mention of licensing Audatex and HyperQuest data to CarProof, which was the entire point of the agreement for CarProof. Attached hereto as **Exhibit "15"** is a true copy of the term sheet and covering email from Mr. Antypas. I quickly replied to Mr. Antypas on March 26, 2015 noting that the term sheet was a significant departure from earlier discussions. Attached hereto as **Exhibit "16"** is a true copy of the email I sent to Mr. Antypas. Mr. Antypas never denied that his proposed term sheet was a significant departure. Nonetheless, the parties continued to negotiate.

45. On April 17, 2015 I sent an email to Mr. Antypas summarizing terms agreed to in subsequent discussions with the Applicant Group in early April. Specifically, this email set out CarProof's understanding that: (a) Audatex would receive a sublicense granting Audatex with access, [REDACTED], to all listing data received by CarProof for [REDACTED], and thereafter pay CarProof [REDACTED] per year (a reduction from the [REDACTED] per year earlier agreed to, and a concession by CarProof that CarProof proposed in order to finally reach an agreement with

Audatex, which illustrates that the flow of data was more important to CarProof than the receipt of money in exchange for a sublicense of the available listing data); (b) HyperQuest would commence its supply of estimate repair data to CarProof; and (c) the term of the Audatex Data License Agreement would be extended until [REDACTED] Mr. Antypas responded that "the below is in line with our conversation". Attached hereto as **Exhibit "17"** is a true copy of the email I sent to Mr. Antypas and Mr. Antypas' subsequent reply.

46. Audatex and the Applicant Group then went silent yet again. Following the April 2015 emails, CarProof did not hear from the Applicant Group until June, at which point [REDACTED]

[REDACTED]

47. No further developments in regards to the negotiations relating to estimate data and listing data occurred until August 3, 2015 when Jason Brady, General Counsel of Solera, sent CarProof a letter indicating terms that it was prepared to accept for licensing of the listing data, but again completely ignored the underlying negotiations concerning Audatex and the HyperQuest estimate data. Attached hereto as **Exhibit "18"** is a true copy of Mr. Brady's August 3, 2015 letter, and as **Exhibit "19"** is a true copy of Holden Rhodes' reply letter dated August 4, 2015 indicating that an agreement on Audatex and HyperQuest estimate data was a necessary aspect of any deal.

48. Given that no progress with respect to honouring the terms of the HyperQuest Data License Agreement had been made in months, on August 21, 2015, CarProof commenced

proceedings in the United States District Court for the Northern District of Illinois to enforce its rights under the HyperQuest Data License Agreement.

49. Following the commencement of proceedings in the United States and immediately prior to Audatex's agreement with Auto Trader expiring, Audatex began discussions again. On August 25, 2015, CarProof provided draft agreements to the Applicant Group that evidenced the framework agreed to in April 2015. The Applicant Group responded with a revised agreement that ignored the earlier framework and CarProof's long-standing demand for a supply of estimate data in exchange for a sublicense of available listing data.

50. On September 21, 2015 and September 27, 2015, CarProof sent the Applicant Group further revised drafts of the agreement. The Applicant Group has not provided comments on these drafts. Instead of negotiating, on October 2, 2015 Audatex Canada served CarProof with materials for this application.

**Trade Terms for Listing Data that CarProof Has Offered to [REDACTED]**

51. Audatex claims that the terms negotiated by CarProof and Audatex for the license of listing data are not usual trade terms. However, as described above, the market for automotive data is complex, interrelated and overlapping. Agreements for the exchange and/or licensing of data are negotiated on an *ad hoc* basis, and each agreement is particular to the interests and needs of each party and is extensively negotiated. That said, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

52. Concurrent with CarProof's negotiations with Audatex concerning the exchange of listing and estimate data, CarProof has also been negotiating with [REDACTED] to sublicense available listing data to [REDACTED]. These negotiations with [REDACTED] first began in January 2014. Attached hereto as **Exhibit "20"** is a true copy of a January 28, 2014 email from [REDACTED] [REDACTED] setting forth an agenda for further discussion, including the provision of listing data by CarProof. Similar to its relationships with other customers/suppliers, CarProof's negotiations with [REDACTED] relating to the sublicense of listing data have been part of broader negotiations involving the flow of numerous

types of data and products between the companies. Attached hereto as **Exhibit "21"** is an email from [REDACTED] setting out an agenda for a meeting between CarProof and [REDACTED] which anticipates discussion of various data and products supplied by each company.

53. In October 2015, CarProof and [REDACTED] agreed upon a framework to guide their negotiations concerning a binding license agreement for listing data and related amendments to [REDACTED]. This framework provides CarProof with more value in exchange for granting [REDACTED] a license to the listing data, than CarProof has agreed to accept from Audatex.

54. Specifically, the relationship framework with [REDACTED] contemplates CarProof sublicensing listing data to [REDACTED] in exchange for: (a) [REDACTED] paying or providing other consideration to CarProof valued at [REDACTED] per year (either in cash or in off-setting reductions in prices for other services); (b) [REDACTED]; and (c) certain other minor items, such as agreeing to a brainstorming summit and co-ordinated customer visits. Notably, [REDACTED] has agreed to provide total consideration that is valued at [REDACTED] per year more for access to the listing data than Audatex, [REDACTED], and has agreed to [REDACTED]

[REDACTED] Attached hereto as **Exhibit "22"** is a true copy of an email from [REDACTED] setting out the agreed-upon framework.

**Alternative Sources of Listing Data for Audatex**

55. If Audatex is unwilling to exchange data with CarProof as initially agreed, and as [REDACTED] has agreed to do, there are numerous alternative sources of listing data that could readily meet Audatex's needs. Based on the Affidavit of Gabor Toth, it is apparent that Audatex already has access listing data from some other providers, although their identities are redacted. Audatex could license the Canadian inventory data of used car dealers via one of many aggregators of this information, such as Authenticom, Oasis, CDK Global or Reynolds & Reynolds. (Alternatively, Audatex could seek permission from dealers directly to license the listings dealers have on their own websites.) I estimate that data maintained by CDK Global and Reynolds & Reynolds alone represents over one-half of all listings by major used car dealers

across Canada. Further, while dealers and aggregators would need to consent to the license of such data, it is clear that most dealers and aggregators are willing to do so as CarProof currently has access to inventory data of over 1,400 dealers via [REDACTED] on a non-exclusive basis. Securing licenses to such data simply requires time, effort and money to do so. If a relatively small Canadian company like CarProof can accomplish this, surely a large international conglomerate like the Applicant Group can as well.

56. Additionally, Audatex could negotiate for the supply of automobile sold data from sources such as J.D. Power and Associates, government registries, insurance companies and financial institutions. Sold data provides an alternative means of performing total loss valuations. As noted in Audatex's pleadings, sold data is used by Audatex's biggest competitor, Mitchell, in its loss valuation reports and it is therefore an effective substitute for listing data. To my knowledge, Audatex has not attempted to negotiate for the supply of sold data or dealer inventory data. In fact, CarProof offered to license sold data to Audatex over the past few months, but Audatex declined.

**Confidential Information**

57. CarProof is a privately held company. Information regarding its customers and suppliers, contractual relations, finances and terms of trade (the "**Confidential Information**") included in this affidavit is highly confidential to CarProof. Such information is kept in strict confidence, and is not in the normal course disclosed by CarProof to third parties.

58. Disclosure of the Confidential Information would result in specific, direct harm to CarProof because this information is commercially and competitively sensitive. Access to the Confidential Information would allow CarProof's competitors obtain competitive advantages in the marketplace and may violate contractual obligations with certain third parties.

SWORN BEFORE ME at the City of London, in the Province of Ontario, this 5th day of November, 2015.

"Holden Rhodes"  
Commissioner for Taking Affidavits

"Paul Antony"  
Paul Antony

# **Exhibit "1"**

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-K

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended June 30, 2015
OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from to
COMMISSION FILE NUMBER: 001-33461

Solera Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of Incorporation organization)

26-1103816
(I.R.S. Employer Identification No.)

7 Village Circle, Suite 100
Westlake, Texas 76262
(Address of Principal Executive Offices, Including Zip Code)

(817) 961-2100
(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Table with 2 columns: Title of each class, Name of exchange on which registered. Row 1: Common Stock, par value \$0.01 per share, New York Stock Exchange. Row 2: Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes [X] No [ ]
Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes [ ] No [X]
Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that it was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]
Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes [X] No [ ]
Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405) is not contained herein, and will not be contained, to the best of the Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [ ]
Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):
Large accelerated filer [X] Accelerated filer [ ] Non-accelerated filer [ ] Smaller reporting company [ ]
Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes [ ] No [X]
The aggregate market value of voting stock held by non-affiliates of the Registrant was approximately \$2,018,000,000 as of December 31, 2014 (based upon the closing sale price on The New York Stock Exchange for such date). For this purpose, all shares held by directors, executive officers and stockholders beneficially owning five percent or more of the registrant's common stock have been treated as held by affiliates.
The number of shares of the registrant's common stock outstanding as of August 25, 2015 was 67,032,335.

This is Exhibit... 1 referred to in the affidavit of Paul Anthony sworn before me, this 5th day of November 2015. [Signature] A COMMISSIONER FOR TAKING AFFIDAVITS HOLDEN R HODGES

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**PART I**

**ITEM 1. BUSINESS**

**General**

*References and Fiscal Year*

The terms “we,” “us,” “our,” “our company” and “our business” refer to the consolidated operations of Solera Holdings, Inc. Our fiscal year ends on June 30 of each year. Fiscal years are identified in this Annual Report on Form 10-K according to the calendar year in which they end. For example, the fiscal year ended June 30, 2015 is referred to as “fiscal year 2015.”

**Our Company**

We are a leading provider of risk and asset management software and services to the automotive and property marketplace, including the global property and casualty insurance industry. We are expanding beyond our global-leading position in collision repair and U.S.-based mechanical repair presence to bring data driven productivity and decision support solutions to other aspects of vehicle ownership such as vehicle validation, vehicle valuation, glass repair, driver violation monitoring, vehicle salvage and electronic titling. We are also taking our core competencies of data, software and connectivity from the auto to the home. Our common stock is listed on the New York Stock Exchange under the symbol “SLH,” and we had a market capitalization of approximately \$3.0 billion as of June 30, 2015.

**Our Customers**

We serve over 180,000 customers and are active in over 75 countries across six continents with approximately 5,400 employees. Our customers include more than 4,000 automobile insurance companies, 60,500 collision repair facilities, 12,500 independent assessors, 44,500 service, maintenance and repair facilities and 58,500 automotive recyclers, auto dealers and others. We derive revenues from many of the world’s largest automobile insurance companies, including the ten largest automobile insurance companies in Europe and eight of the ten largest automobile insurance companies in North America. No single customer accounted for more than 3.0% of our revenue for the fiscal year 2015.

**Our Vision**

In the future, we believe the digital lifestyles of our customer’s customer (we work with the end customer in mind but always offer our services through our business customers, hence the term, customers-customers) will require all aspects of auto and home ownership to be digitally enabled and connected. We believe that Solera, with its diverse data based platforms, will be uniquely positioned to serve this need. We intend to serve the complete auto life cycle needs and leverage our core competencies of data, software and networking to digitize property claims management.

**Our History**

Our operations began in 1966, when Swiss Re Corporation founded our predecessor, the Claims Services Group (“CSG”). Solera Holdings, LLC was founded in March 2005 by Tony Aquila, our Chairman of the Board, Chief Executive Officer and President; and affiliates of GTCR Golder Rauner II, L.L.C. (“GTCR”), a private equity firm. In April 2006, subsidiaries of Solera Holdings, LLC acquired CSG from Automatic Data Processing, Inc. (“ADP”) for approximately \$1.0 billion (the “CSG Acquisition”). Prior to the CSG Acquisition, Solera Holdings, LLC’s operations consisted primarily of developing our business plan, recruiting personnel, providing consulting services, raising capital and identifying and evaluating operating assets for acquisition.

In connection with our initial public offering in May 2007, we converted from Solera Holdings, LLC, a Delaware limited liability company, into Solera Holdings, Inc., a Delaware corporation, and all of the Class A Common Units and Class B Preferred Units of Solera Holdings, LLC were converted into shares of our common stock.

**Platforms**

We currently operate three platforms - Auto, Customer’s Customer and Property. At the core of our software and services are our proprietary databases. Each of our databases has been adapted for use in our local markets. Over the last 5 years, we have invested over \$120 million annually to maintain and expand our proprietary databases and related software applications. Our primary databases include our repair estimating database, our total loss database, our claims database, our vehicle

### ***Collision Repair Facilities***

The collision repair industry is highly fragmented. We estimate there are approximately 60,500 collision repair facilities in our markets. The operating costs of these facilities have increased substantially over the past decade due to continued increases in sophisticated technologies and advanced materials used in vehicle manufacture, inflation in collision repair labor rates and changes in environmental regulations. In addition, collision repair facilities have increasingly established preferred relationships with insurance companies. These arrangements, known in the U.S. as direct repair programs, allow collision repair facilities to generate increased repair volumes through insurance company referrals. Insurance companies benefit by establishing a trusted network of collision repair facilities across which they can negotiate labor rates and implement standard procedures and best practices. Insurance companies often require collision repair facilities to use specified automated claims processing software and related services to participate in their programs. We believe the combination of these factors will increase demand for software and services that help collision repair facilities manage their workflow and increase their efficiency.

### ***Independent Assessors***

Independent assessors are often used to estimate vehicle repair costs, particularly where automobile insurance companies have chosen not to employ their own assessors or do not have a sufficient number of employee assessors and where governments mandate the use of independent assessors.

In some markets, we believe changing government regulations and improved claims technology will result in a decrease in the number of independent assessors. However, in other markets, insurance companies are reducing their employee assessor staff to contain costs, which we believe will lead to a growth in the number of independent assessors. We believe the combination of these offsetting factors will result in a modest overall increase in the number of independent assessors and, therefore, the demand for automobile insurance claims processing software and services.

### ***Automobile Dealers***

According to NADA, at the end of 2014, there were 16,396 new car dealerships in the U.S., down from 17,635 at the end of 2013, and down from 17,540 at the end of 2012.

### ***Service, Maintenance and Repair Facilities***

According to the North American Industry Classification system, there are approximately 275,000 chain and independent automobile repair facilities in the U.S. These include service stations and independent garages, car and light truck dealers, specialty repair shops (i.e., muffler, brakes, and quick-lube shops), auto parts stores with bays, and discount stores/mass merchandisers.

### ***Automotive Recyclers, Salvage, Dealerships and Others***

The automotive recycling industry is highly fragmented with over \$22 billion in estimated U.S. annual sales by over 8,200 independent salvage and recycling facilities. Participants in the automotive recycling industry are a valuable source of economical and often hard-to-find used vehicle replacement parts. Further this industry has become more sophisticated and technology-driven in order to keep pace with more stringent fulfillment requirements. Additionally, insurance companies are increasingly mandating the use of aftermarket and recycled parts to lower the costs to repair damaged vehicles. Recycled parts in particular represent an economic and environmental opportunity. In our company we call these recycled parts "second life" parts and we are working with insurers, recyclers and governments to ensure a win-win outcome for all. We believe these factors will result in increased demand for salvage yard management software and services, as automotive recyclers seek to manage their workflows, maximize the value of their inventories and increase efficiency.

### ***Our Acquisitions***

We have a disciplined acquisition strategy with an initial focus on Management, Margin and Core ("MMC") of the acquisition target followed by a Return on Invested Capital ("ROIC") analysis - targets must generally meet both criteria. We seek acquisition targets with strong, entrepreneurial management teams that can be incented to drive achievement of targets, often in conjunction with performance based earn-outs. We seek acquisition targets that can achieve acceptable margin levels

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within a reasonable amount of time. Finally, acquisition targets must have a strategic fit with our core operations. Acquisition targets that meet our MMC hurdles are then subject to achievement of certain ROIC thresholds.

In general, our acquisition targets fall into the leverage, diversification or disruption categories of our LDD strategy. Acquisition targets that fall into the leverage category generally either provide us a claims footprint in a new geography or bring new claims related products that we can distribute across our global claims platform. Acquisition targets that fall into the diversification category generally provide us entry into non-claims related businesses that build on our auto, customer's customer or property platforms. Acquisition targets that fall into the disruption category provide us with abilities that disrupt the market by connecting our platforms and enabling the digital lifestyles of our customer's customer.

We have completed numerous acquisitions, both domestically and abroad, which are detailed below:

<u>Fiscal Year</u>	<u>Acquired Company</u>	<u>Company Description</u>
2009	HPI, Ltd. ("HPT")	Leading provider of used vehicle validation services in the United Kingdom
2009	UC Universal Consulting Software GmbH	Leading provider of software and services to collision repair facilities in Germany
2009	Inpart Servicos Ltda.	Leading electronic exchange for the purchase and sale of vehicle replacement parts in Brazil and other markets in Latin America and Europe
2010	AUTOonline GmbH Informationssysteme ("AUTOonline") <sup>(1)</sup>	Provider of an eSalvage vehicle exchange platform in several European countries and Latin American countries as well as India
2010	Softwaresysteme GTLDATA GmbH	Leading assessor management system provider in Austria
2010	Market Scan Holding B.V. ("Market Scan")	Leading data analytics and software company serving the Dutch insurance industry

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<u>Fiscal Year</u>	<u>Acquired Company</u>	<u>Company Description</u>
2011	Explore Information Services, LLC ("Explore")	Leading U.S. provider of innovative data and analytic tools used by automotive property and casualty insurers
2011	New Era Software LLC ("New Era")	U.S.-based provider of body shop management systems
2011	Digidentity B.V. <sup>(2)</sup>	Dutch provider of next-generation E-identification certificates for authentication of online identities
2012	See Progress, Inc. ("See Progress")	Market-leading U.S.-based provider of vehicle repair status software applications
2012	Inventory Technology Systems, Inc. <sup>(3)</sup>	U.S.-based provider of innovative solutions that enhance salvage yard profitability by managing recycled parts logistics and increasing inventory turnover
2012	K&S Beheer B.V. ("Commerce Delta")	Leading Netherlands-based collision repair shop management system provider
2012	Sinexia Corporacion Tecnologica ("Sinexia") <sup>(4)</sup>	Developer of a leading software application for processing property and casualty insurance claims in Spain
2012	Actual Systems companies ("Actual Systems") <sup>(5)</sup>	Global provider of premier parts recycling yard management systems that are sold under the "Pinnacle" brand name
2013	License Monitor ("LMI")	Provider of sophisticated driver violation monitoring solutions that enable operators of government and commercial vehicle fleets to quickly ascertain driver violation activity and license status change
2013	Title Technologies ("TitleTec")	Provider of a proprietary web-based platform that allows automotive dealerships to streamline operations by assembling and processing the data necessary to electronically register a vehicle, produce a title, and issue a permanent or temporary tag real-time at the point of sale
2013	Mensaelect S.A. ("Mensaelect")	Provider of a proprietary, web-based solution that streamlines the invoicing process between Spanish body shops and insurers
2013	CarweB Limited ("CarweB")	Provider of vehicle history and vehicle-specific technical data products and services in the United Kingdom
2013	HyperQuest, Inc. ("HyperQuest")	Provider of proprietary, web-based subrogation solutions and software tools that lower processing costs and provide objectivity to both subrogation claims and out-of-network claims
2013	Eziworks Pty Ltd ("Eziworks")	Australian company that operates as Car Quote, a leading body shop management system, which forms a communication link between insurers and body shops that allows them to exchange collision data
2013	PS Holdings, L.L.C. ("APU") <sup>(3)</sup>	A cloud-based locator of recycled, aftermarket, reconditioned and surplus original equipment parts for the U.S. vehicle repair industry

(1) Acquisition of 85% controlling ownership interest in fiscal year 2010. We subsequently acquired the remaining 15% noncontrolling ownership in fiscal years 2012 and 2013.

(2) Acquisition of noncontrolling ownership interest.

(3) Acquisition of substantially all operating assets.

(4) Acquisition of controlling ownership interest. We subsequently acquired the remaining interests in fiscal year 2015.

(5) Acquisition effected through a series of three interrelated transactions. In August 2013, we divested the United States and Canada business of Actual Systems.

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<u>Fiscal Year</u>	<u>Acquired Company</u>	<u>Company Description</u>
2014	Autosoft S.r.l. ("Autosoft")	A leading platform that provides workflow, damage assessment and claims management for insurance companies, vehicle repairers and assessors in Italy
2014	Distribution Services Technologies, Inc. ("DST")	A leading provider of B2B e-Commerce, ERP support and analytics solutions for automotive mechanical part distributors in North America
2014	Pusula Otomotiv Danışmanlık Ekspertiz Hizmetleri Anonim Şirketi ("Pusula")	A leading provider of vehicle disposition and titling services in Turkey
2014	Servicios Informáticos Serinfo S.A. ("Serinfo")	The leading provider of dealership and bodyshop management systems software in Chile
2014	sachcontrol AG ("Sachcontrol")	A leading property claims management provider in Germany
2014	Service Repair Solutions, Inc. ("SRS") <sup>(1)</sup>	A leading provider in the U.S. service, maintenance and repair market with proprietary databases and workflow solutions, marketed as Identifix
2014	Auto Point, LLC and Mobile Productivity, LLC (together, "AutoPoint")	A software and services platform that leverages a proprietary database of more than 100 million repair orders and 55 million completed inspections to enhance drivers' service, maintenance and repair experiences at over 1,000 North American auto dealers
2015	Claims related business of the Sherwood Group	A leading provider of innovative exchanges, settlement platforms, and data analytics focused on the insurance industry in the United Kingdom, including car rental billing services and pet insurance claims
2015	Insurance & Services Division of Pittsburgh Glass Works, LLC ("I&S")	A leading provider of software and business management tools, third-party claims administration, first notice of loss and network management services to the U.S. auto and property repair industries, specializing in glass claims
2015	CAP Automotive ("CAP")	A leading provider of real-time, high-accuracy valuations and specifications for new and used vehicles in the United Kingdom
2015	IBS Automotive, s.r.o	A leading provider of vehicle valuation data in the Czech Republic and Slovakia
2015	Service Dynamics, Inc	A U.S. provider of service appointment scheduling, service work flow automation, service operations and internal and external communication solutions for franchised automotive dealerships
2015	CIMA Systems, Inc. <sup>(2)</sup>	A U.S. provider of customer marketing solutions for franchised automotive dealerships
2015	DMEa automotive, LLC ("DMEa")	A leading provider of data driven customer retention and marketing solutions for the U.S. retail automotive and aftermarket repair industry

(1) Acquisition of 50% of the outstanding equity interests in a parent entity of SRS. At that time, we then had control of SRS as defined by accounting principles generally accepted in the United States and therefore consolidated its assets, liabilities, and financial results from the acquisition closing date.  
(2) Acquisition of substantially all operating assets.

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### Acquisitions Subsequent to Fiscal Year 2015

<u>Fiscal Year</u>	<u>Acquired Company</u>	<u>Company Description</u>
2016	SRS <sup>(1)</sup>	A leading provider in the U.S. service, maintenance and repair market with proprietary databases and workflow solutions, marketed as Identifix
2016	Autodata B.V.	A leading provider of vehicle valuation, inventory management and workflow software for automotive dealers and leasing companies in the Netherlands

(1) Acquisition of the remaining 50% outstanding equity interests in SRS.

### Our Global Operations

We are active in over 75 countries on six continents. We manage our business operations through two reportable segments: EMEA and Americas. Our EMEA reportable segment accounted for approximately 47% of our revenues during fiscal year 2015. EMEA comprises our activities in 52 countries in Europe, the Middle East, Africa, Asia and Australia. Our Americas reportable segment accounted for approximately 53% of our revenues during fiscal year 2015. Americas comprises our activities in 18 countries in North, Central and South America. For information regarding operating results and total assets of our segments, please see Note 15 to the consolidated financial statements included elsewhere in this Annual Report on Form 10-K.

The table below sets forth the revenues we derived from the following geographic areas, based on the location of the customer, during each of the previous three fiscal years:

	Fiscal Years Ended June 30,		
	2015	2014	2013
	(in thousands)		
United States	\$ 507,658	\$ 368,151	\$ 269,165
United Kingdom	155,972	116,334	101,815
Rest of Europe (excluding United Kingdom)	363,532	385,589	353,721
Other	113,684	117,185	113,402

The increase in the revenues derived from the United States market is primarily due to revenue contributions from acquisitions, including SRS and I&S, acquired in November 2013 and July 2014, respectively. The increase in the revenues derived from the United Kingdom market is primarily due to revenue contributions from acquisitions, including CAP.

### Sales and Marketing

As of June 30, 2015, our sales and marketing staff included 665 professionals. Our sales and marketing personnel identify and target specific sales opportunities and manage customer relationships. They also design, plan, and launch strategies for new software and services, and plan and facilitate customer conferences and trade shows. Our country managers are also involved in the sales and marketing process, though they are not counted as full-time sales professionals.

### Customer Support and Training

We believe that providing high quality customer support and training services is critical to our success. As of June 30, 2015, we had 568 customer support and training personnel, who provide telephone support, as well as on- and off-site implementation and training. Our customer support and training staff generally consists of individuals with expertise in both our software and services and in the automobile insurance and/or collision repair industries.

# **Exhibit "3"**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CARPROOF CORPORATION,  
  
Plaintiff,

v.

HYPERQUEST INC.; AUDATEX,  
HOLDINGS, LLC; AUDATEX HOLDINGS,  
INC.; AUDATEX NORTH AMERICA, INC.;  
AUDATEX CANADA HOLDINGS, INC.;  
AND SOLERA HOLDINGS, INC.,

Defendants.

Case No. 1:15-cv-7385

**JURY TRIAL DEMANDED**

This is Exhibit.....3.....referred to in the  
affidavit of...Paul Antony.....  
sworn before me, this...5th.....  
day of...November.....2015.



.....  
A COMMISSIONER FOR TAKING AFFIDAVITS

Holden Rhodes

**COMPLAINT**

Plaintiff CarProof Corporation (“CarProof” or “Plaintiff”) hereby alleges the following facts and claims against HyperQuest, Inc. (“HyperQuest”), Audatex Holdings, LLC, Audatex Holdings, Inc., Audatex North America, Inc., and Audatex Canada Holdings, Inc. (collectively “Audatex”), and Solera Holdings, Inc. (“Solera”; collectively, HyperQuest, Audatex, and Solera are “Defendants”).

**I. NATURE OF ACTION.**

1. CarProof brings this action simply to get what it bargained for. CarProof negotiated and entered into a signed contract with HyperQuest in July 2014 (the “Agreement”). Within days, however, HyperQuest refused to honor the deal. That refusal, CarProof later discovered, was orchestrated by HyperQuest’s parent and sibling companies, Solera and Audatex, respectively. Solera and Audatex continued to meddle in CarProof’s and HyperQuest’s affairs, with the apparent aim of preventing CarProof from ever receiving data that it was rightfully owed under the Agreement. Despite HyperQuest’s wrongful about-face and Solera’s and Audatex’s oppressive interference, CarProof nonetheless continued to seek to reach a

business solution. It spent months negotiating and documenting a revised term sheet with Defendants to resolve all disputes—only to have them, once again, refuse to keep their word. Having been misled and mistreated twice now, CarProof can only conclude that Defendants are unwilling or unable to honor the Agreement, forcing CarProof to file this lawsuit. Defendants' intentional misconduct, detailed below, has inflicted irreparable harm on CarProof as well as untold millions of dollars of compensable damages.

## **II. JURISDICTION AND VENUE.**

2. This Court has original jurisdiction under 28 U.S.C § 1332(a) because the parties are diverse. Plaintiff CarProof is a Canadian corporation, headquartered in London, Ontario, Canada. Each of the Defendants is incorporated in the United States and does business in Illinois.

3. This Court has personal jurisdiction over Defendants. The Court has general personal jurisdiction because Defendants are authorized to do business and in fact do business in this district and have sufficient minimum contacts with this district. HyperQuest's headquarters, principal place of business, and nerve center are located within this forum in Buffalo Grove, Illinois; on information and belief, Solera's and Audatex's contacts with this forum are continuous and systematic. The Court also has specific personal jurisdiction over the Defendants because they have purposely availed themselves of the privilege of conducting activities in this forum, and CarProof's claims arise out of Defendants' forum-related activities. On information and belief, were it not for HyperQuest's breach of contract in this forum, the data that HyperQuest is contractually obligated to provide to CarProof would have originated from HyperQuest's headquarters (or, at a minimum, the data would have been controlled by technical personnel at HyperQuest's headquarters). Solera and Audatex have both purposefully availed themselves of the privilege of conducting business in this forum, and CarProof's injury directly

arises out of Solera's and Audatex's interference in this forum with HyperQuest's contractual performance.

4. Venue is proper in this district under 28 U.S.C §§ 1391(b)(1)–(2), (c).

Defendants reside in this judicial district because they are subject to personal jurisdiction here and a substantial part of the events and/or omissions giving rise to the claims occurred here.

### **III. PARTIES.**

#### **A. Plaintiff.**

5. CarProof is a privately-held Canadian corporation headquartered in London, Ontario, Canada. CarProof's principal business is the sale of detailed vehicle-history reports that are used by car sellers and car buyers to establish accurate, real-time information about a vehicle's past. CarProof searches numerous data sources in Canada and the United States and any given report it provides may contain any or all of the following data: a vehicle identification number and decode; vehicle-registration information; lien details (such as liens from car loans); a stolen-vehicle check; import records; branding information; recall data, auction declarations; odometer records; service, maintenance and repair records; and accident data (including insurance claims, damage estimates, and police-reported accident information).<sup>1</sup> A CarProof vehicle-history report establishes trust and transparency between a used-car buyer and a used-car seller by removing the guesswork about a vehicle's past and replacing it with impartial and accurate data.

#### **B. Defendants.**

##### **1. Solera.**

6. Defendant Solera Holdings, Inc. is a public corporation that is organized under the laws of Delaware and has its headquarters at 7 Village Circle, Suite 100, Westlake, Texas,

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<sup>1</sup> See, generally, "Compare CarProof Products," available at <https://www.carproof.com/products/why-carproof/compare-products>.

76262. Solera's and/or its various subsidiaries provide software and services for the automobile-insurance claims-processing industry. Solera began operations in 2006 by using private-equity funds to acquire Automatic Data Processing, Inc., which is now known as Audatex.<sup>2</sup> Since then, Solera has acquired over a dozen different firms in the automobile-insurance claims-processing industry, including another defendant in this action, HyperQuest.<sup>3</sup>

7. Solera purports to be formally structured as a holding company, but as will be explained in further detail below, Solera conducts itself with no regard for the corporate form. Specifically, Solera conducts its routine corporate activity through officers who hold themselves out as being officers of Solera subsidiaries, not officers of Solera Holdings, Inc. And, at least in several specific instances detailed below, Solera has, on information and belief, authorized operating executives of one subsidiary to speak on behalf another subsidiary.

8. Key Solera executives involved in the misconduct alleged below include: Mr. Tony Aquila (Founder, Chairman of the Board, Chief Executive Officer, and President) and Mr. Jason Brady (Senior Vice President, General Counsel, Secretary, and Director of Mergers and Acquisitions).

## 2. Audatex.

9. The Audatex Defendants are all private corporations that are organized under the laws of Delaware and all have their headquarters at 15030 Avenue of Science, Suite 100, San Diego, CA 92128. Audatex provides software and services related to insurance estimates for automobile-accident damage. Although Audatex and its employees have begun to refer to Audatex as "AudaExplore," the complaint refers to the company as Audatex because, on information and belief, that is the company's official corporate name.

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<sup>2</sup> Solera 2014 Annual Report at 1, *available at* <http://www.sec.gov/Archives/edgar/data/1324245/000132424514000072/slh630201410k.htm>

<sup>3</sup> *Id.* at 13–14.

10. Key Audatex executives involved in the misconduct alleged below include: Mr. Ray Suberlak (General Counsel, Americas), Anthony Giagnacovo (Managing Director, Canada), and Evangelos Antypas (Managing Director, United States).

**3. HyperQuest.**

11. Defendant HyperQuest, Inc. is a private corporation that is organized under the laws of Delaware and has its principal place of business at 2150 E. Lake Cook Road, Suite 1010, Buffalo Grove, Illinois, 60089. HyperQuest provides software and services related to automobile-insurance estimates for accident damage incurred by motor vehicles. Some of these estimates are generated by software provided to car-repair shops by Audatex. In 2013, Solera acquired 100% of HyperQuest's outstanding shares.<sup>4</sup>

12. Key HyperQuest executives involved in the events alleged below include: Jeff Hogan (originally Founder and CEO, then—after the acquisition by Solera—General Manager and President).

**IV. GENERAL ALLEGATIONS.**

**A. CarProof vehicle-history reports and accident data.**

13. As explained above, CarProof sells vehicle-history reports in Canada. Prospective car buyers purchase a CarProof report so that they can learn the full details about a vehicle, identify any significant problems with a vehicle before buying it, and make a purchase with complete peace of mind. Prospective car sellers—such as used-car dealerships—purchase CarProof reports so that they can show buyers that they're upfront and open to disclosing the full history of a vehicle, right from the start.

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<sup>4</sup> See "Solera Holdings, Inc. Acquires HyperQuest, Inc.; Acquisition Will Strengthen U.S. Claims Solutions" (Feb. 1, 2013), *available at* <http://ir.solerainc.com/phoenix.zhtml?c=210437&p=irol-newsArticle&ID=1780529>.

14. One of the most valuable aspects of a CarProof vehicle-history report is that it provides potential car buyers with detailed information on vehicle accidents, damage, and repairs. CarProof is able to provide the most accurate and up-to-date accident and repair information by obtaining data that originates at car-repair shops and automobile-insurance companies. This data relates to automobile-repair estimates, which in the industry is called “estimates” data. This estimates data is often the first indication that a vehicle was involved in an accident, and for CarProof’s purposes, it contains critical details about the nature and extent of the damage.

15. HyperQuest provides software and services related to estimates data, and has developed a massive database of estimates data on automobile accidents and repairs.

**B. CarProof and HyperQuest negotiate and execute the Agreement.**

16. In or about June 2014, HyperQuest and CarProof began negotiations on a commercial deal so that CarProof would receive HyperQuest’s estimates data in return for a fee. On June 17, top executives for each party met in London, Ontario at CarProof’s headquarters. In the negotiations, CarProof was represented by Paul Antony, the company’s Founder, CEO, and President, and Elias Olmeta, the head of corporate development. Also in attendance on occasion was Holden Rhodes, the company’s General Counsel. HyperQuest was represented by Jeff Hogan, its General Manager and President (the most senior executive officer at the company). After several hours of discussions, the two sides agreed in principle on the deal terms and further agreed to memorialize their agreement-in-principle in a pair of written agreements. One agreement—the “Historical Data License Agreement”—would give CarProof access to previously collected data. The other agreement—the “Software Distribution and Data Licence Agreement”—would give CarProof access to data that would be collected in the future, as well as permission to distribute HyperQuest’s “Link” software.

17. A week later, CarProof sent the first drafts of these agreements to HyperQuest. On information and belief, HyperQuest's representatives were located in this forum throughout the ensuing negotiations. On July 3, 2015, HyperQuest sent back its redlines. A few days later, on July 9, Mr. Hogan spoke by telephone with Mr. Rhodes and Mr. Olmeta to negotiate specific language in the final agreements. In the meantime, technical personnel at each company began coordinating on the transmission and format of the estimatics data feed from HyperQuest to CarProof.

18. During the negotiations, HyperQuest was represented by outside counsel who made numerous suggested changes to the draft agreements—changes that HyperQuest communicated on various conference calls and in redlines to the draft agreements. For example, on July 11, Mr. Hogan forwarded CarProof a new set of redlines that appear to have been prepared by HyperQuest's outside counsel, Gerald L. Jenkins of Goldberg Kohn in Chicago, Illinois. Official notice under the agreement was to be copied to Goldberg Kohn. The parties exchanged additional edits on July 14 and July 15. And on July 16, Mr. Hogan emailed Mr. Olmeta to tell him that he was in "Westlake", Texas at Solera's headquarters. The next evening, on July 17, Mr. Olmeta sent CarProof's "final comments" to Mr. Hogan.

19. On July 21, CarProof's Chief Technical Officer reported that HyperQuest had successfully transmitted a "test file" to CarProof's system and that CarProof was "prepared to receive data." On information and belief, HyperQuest personnel sent that test file from this forum. That same day, CarProof's General Counsel—Mr. Holden Rhodes—executed the final CarProof-HyperQuest agreements and sent copies to Mr. Hogan by email. *See* Exhibit A.<sup>5</sup> As

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<sup>5</sup> While Agreement § 10(d) appears to permit disclosure for litigation purposes, in an abundance of caution, CarProof has not attached the Agreement to this public complaint. Once this action is initiated, CarProof will file the Agreement under seal.

Mr. Rhodes explained in his message, one of the few, small changes he had made to the final agreements was to replace the “Draft” header on each page with the phrase “Execution Version.”

20. The next morning, on July 22, Mr. Hogan replied by email and explained, “I am on the road but received approval a couple moments ago.” *See* Exhibit B. On information and belief, Mr. Hogan was referring to “approval” from Solera, the corporate parent of HyperQuest. Mr. Hogan continued, “Wanted to get you my execution page. I am very excited about our relationship, as it is going to be a strategic and valuable relationship for all our businesses—CarProof, HyperQuest, and Solera.” *Id.* Mr. Hogan attached a PDF to his email that was titled “CarProof-HyperQuest – Software Distribution and Data Licence Agreement – HQ Execution 7-22-14.pdf.” *Id.* The attachment was a one-page PDF of the signature page from the CarProof-HyperQuest Software Distribution and Data Licence Agreement, except the header on Mr. Hogan’s signature page still contained the word “Draft” rather than “Execution Version.” But based on Mr. Hogan’s message, he plainly intended for that PDF to signify HyperQuest’s commitment to the Agreement. Indeed, Mr. Hogan closed his message by stating that he would ask his technical personnel to “arrange the first feed” of estimatics data. *Id.*

**C. Solera and Audatex unlawfully interfere with the Agreement.**

21. Within days, Solera and Audatex began interfering with the Agreement. Jeff Hogan told Mr. Olmeta that—after executing the signed Agreement—he had been instructed by Solera and/or Audatex executives not to contact any executives at CarProof. And Jeff Hogan also reported that he no longer would turn on the contractually mandated data feed.

22. On August 8, 2014, Audatex’s General Counsel—Ray Suberlak—sent a letter to Paul Antony, CarProof’s founder, Chairman, and at the time, CEO. Despite the negotiation-and-consummation history recounted above, he claimed that CarProof and HyperQuest had merely been involved in “negotiations concerning the possible licensing” of data. Although Mr. Suberlak described himself as Audatex’s General Counsel, he announced, on behalf of

HyperQuest, “and its affiliated entities in the Solera Group of companies,” that he was “terminating” the “negotiations” because—in his opinion—“no binding and enforceable agreement has been entered into.” Mr. Suberlak also told Mr. Antony that if CarProof was “interested in discussing an alternate means to obtain access” to the HyperQuest data, CarProof would need to negotiate with Audatex executives: either Mr. Giagnacovo (Audatex Managing Director, Canada) or Evangelos Antypas (Audatex Managing Director, United States). *Id.* Even though Messrs. Suberlak, Giagnacovo, and Antypas have described themselves as being officers of Audatex, their conduct and statements demonstrate, on information and belief, that they purport to act on behalf of Solera and all of its “affiliated entities.”

23. According to Mr. Hogan (and confirmed by later conversations involving Audatex and/or Solera executives), Solera, despite not having been a party to the extensive negotiations that culminated in a signed agreement, contended that the CarProof-HyperQuest Agreement was not valid, for three reasons that do not withstand the slightest scrutiny.

24. *First*, Solera claimed that the CarProof-HyperQuest Agreement had never been reviewed by outside counsel. That contention is irrelevant, but also demonstrably false. The negotiation correspondence that Mr. Hogan exchanged with CarProof shows that HyperQuest’s outside counsel edited the draft agreements on several occasions.

25. *Second*, Solera claimed that Mr. Hogan never had the proper corporate authority to sign the Agreement. When he negotiated and signed the agreement, Mr. Hogan was HyperQuest’s Managing Director and President, which, on information and belief, was the highest-ranking executive at HyperQuest. Mr. Hogan repeatedly represented that he did have the authority to sign. And in §§ 11(a)(i)–(iii) of the Agreement, HyperQuest represented and warranted that it *did* have the authority to “execute” the Agreement and to “perform its obligations” under the Agreement. Finally, when providing his signature page, Mr. Hogan explained that he had just “received approval” to enter the agreement. *See* Exhibit B.

26. *Third*, Solera claimed that the agreements were not valid because Mr. Hogan had signed a signature page that still said “Draft” in the header. But, of course, Mr. Hogan’s cover email explained that this signature page affirmed HyperQuest’s commitment to the final Execution Version of the Agreement, as did his promise to ask technical personnel to “arrange the first feed” of estimatics data.

27. The true motivations behind Solera’s interference quickly became apparent. Solera (on behalf of itself and its other subsidiaries) had decided that it wanted a better financial deal. Anthony Giagnacovo, the Managing Director for Audatex Canada, spoke directly with CarProof executives regarding his belief that CarProof had struck “too good a deal” with HyperQuest. As background, CarProof had—and continues to have—a data-license agreement with Audatex to obtain similar but different estimatics data. Mr. Giagnacovo told CarProof that CarProof was “his customer,” not HyperQuest’s customer, and that he was “pissed off at Jeff Hogan” for signing the Agreement. Mr. Giagnacovo also complained that HyperQuest was charging less than Audatex charged for similar estimatics data. Mr. Giagnacovo expressed concern that CarProof would have no interest in continuing to pay \$6 million per year for Audatex data if it could get similar data from HyperQuest for a lower price.

28. Solera’s Founder, Chairman, CEO, and President—Mr. Tony Aquila—subsequently suggested that Solera was interfering with the Agreement in an effort to obtain equity in CarProof. On information and belief, Mr. Aquila told CarProof’s Founder and Chairman—Paul Antony—that Solera was not going to let HyperQuest transfer data to CarProof unless CarProof first sold Solera a significant equity stake.

29. This repeated and intentional misconduct by Defendants has irreparably harmed CarProof, inflicted untold millions of dollars in compensable damages, and constitutes outrageous, oppressive, and malicious behavior meriting a punitive-damages award.

**D. Meanwhile, Solera illegally scrapes vehicle-listing data in Canada.**

30. In addition to collecting estimatics data, CarProof also contracts with various other data providers to obtain information on vehicles listed for sale, so called “vehicle-listings data.” Several of those providers have contracted to provide vehicle-listings data to CarProof on an exclusive basis. This vehicle-listings data is critical to both the improvement of existing CarProof products and the development of new CarProof products. The exclusivity provisions in these agreements have significant commercial value to CarProof.

31. On information and belief, Solera and/or its subsidiaries (including Audatex) have been “scraping” this vehicle-listings data from a public-facing website associated with at least one of these data providers. In this context, “scraping” means to extract data directly from webpages without the consent from the website operator. Solera and/or its subsidiaries (including Audatex) apparently use the vehicle-listings data to develop and refine their total-loss valuation services with in-market, non-damaged, comparable vehicle prices. This also helps insurers determine whether a damaged vehicle is a “total loss” or “totaled” (because the cost of repairs is greater than the car’s actual cash value). If a vehicle is totaled, the insurer normally pays the insured the actual cash value of a non-damaged, comparable vehicle rather than pay for expensive repairs.

32. On information and belief, one of these data providers has notified Solera and/or its subsidiaries (including Audatex) that this data scraping is illegal under Canadian law and in violation of the data provider’s terms of service. CarProof has notified Solera, Audatex, and their representatives that the only way to legally collect the data that has been exclusively licensed to CarProof is to obtain a sublicense from CarProof. CarProof has offered to negotiate a sublicense on reasonable commercial terms with Solera, Audatex, and its representatives—as part of a larger commercial deal—and the parties actually codified a term sheet on April 23, 2015. But Defendants have since refused to convert the term sheet into a binding agreement.

**E. CarProof tries to resolve Defendants' business concerns but Defendants refuse to stop interfering with CarProof's contracts.**

33. On August 13, 2014, CarProof's General Counsel—Mr. Rhodes—responded to Mr. Suberlak's letter, which had falsely suggested that the CarProof-HyperQuest Agreement was invalid. CarProof explained that CarProof and HyperQuest were “well beyond the stage of negotiation” and that HyperQuest was already in breach of a binding agreement. CarProof urged Mr. Suberlak to “ensure HyperQuest complies with the terms of the [A]greement,” but it also agreed to meet with representatives from Solera and/or Audatex to discuss the matter further.

34. Over the course of the next few months, CarProof's principals—chiefly Messrs. Antony and Olmeta—had a series of meetings and conversations with Solera and Audatex's representatives—chiefly Messrs. Giagnacovo and Antypas. By February 2015, the negotiations were proceeding such that Mr. Antypas directed HyperQuest to once again prepare sample HyperQuest data files for CarProof to test and review.<sup>6</sup>

35. On April 8, 2015, Mr. Antony sent a draft term sheet to Mr. Antypas encompassing a “Broader Agreement Between CarProof and Solera / Audatex.” The parties spoke by telephone on April 17 and Mr. Antony followed up on that call by emailing a “summary of what [he] thought we agreed to.” Mr. Antypas responded by email on April 21 and confirmed Mr. Antony's understanding of the main deal terms.

36. Instead of waiting for Mr. Antypas to put together a term sheet (the previous one had taken over two months to arrive), Mr. Rhodes edited an earlier draft term sheet to represent Mr. Antypas's proposed agreement. This was circulated to Mr. Antypas by email on April 24.

---

<sup>6</sup> Mr. Antypas—ostensibly a “General Manager” at Audatex—apparently had the ability to direct the activities of HyperQuest's technical staff. This is one of the many examples of Solera and Audatex personnel acting as though they could direct the activities of legally distinct corporations.

37. Under the terms of that deal, (1) CarProof would begin receiving HyperQuest data under an amended version of the CarProof-HyperQuest Agreement; (2) Audatex and CarProof would extend the term of the CarProof-Audatex data-license agreement; and (3) Audatex would pay CarProof for access to CarProof's vehicle-listings data for Canada and the United States. The vehicle-listings data that CarProof has acquired over the last few years represented a very significant benefit for Audatex. CarProof offered more than twice the amount of data, and CarProof also guaranteed access to data beyond August 31 (when, on information and belief, Audatex will lose access to its main vehicle-listings-data provider).

38. But after CarProof amended the term sheet in accordance with the terms agreed to with Mr. Antypas, Solera and Audatex again refused to respond to CarProof's requests that the deal needed to be codified in a binding agreement.

39. In July 2015, CarProof warned Audatex and Solera that the parties needed to reach a deal shortly because certain vehicle-listings data—which was believed to be important to Audatex—would soon become exclusive to CarProof. Instead of working towards a final, binding agreement, Solera inserted a new representative into the negotiations—Mr. Jason Brady, Solera's Senior Vice President, General Counsel, and Secretary (and its Director of Mergers and Acquisitions). Mr. Brady ignored the detailed term sheet, which memorialized the deal that had been hammered out over many months, and instead proposed a completely new deal whereby Solera would continue to interfere in the HyperQuest deal and CarProof would give Solera access to its exclusive vehicle-listings data.

40. CarProof declined to amend the agreement yet again. Instead, CarProof's Founder and Chairman—Paul Antony—reached out to Solera's Founder, Chairman, CEO, and President, Mr. Tony Aquila. Mr. Aquila insisted that Solera would not stop interfering with HyperQuest's performance of its agreement with CarProof, because—according to Mr. Aquila—the agreement was not enforceable. In addition, Mr. Aquila declared that Solera would not allow

any of its portfolio companies to consummate the amended commercial deal that had been negotiated for many months if CarProof would not first agree to sell Solera an equity stake in CarProof.

41. Mr. Antony responded that he could not agree to any equity-investment deal until a broader commercial agreement was resolved, which included extending the CarProof-Audatex Agreement, HyperQuest honoring its agreement, and CarProof providing all of its Canadian and U.S. vehicle-listings data to Audatex. But Mr. Aquila rejected this approach, leaving CarProof no choice but to file this action.

## **V. CLAIMS AND RELIEF**

### **FIRST CAUSE OF ACTION (Breach of Contract) Against HyperQuest**

42. CarProof refers to and incorporates, as though fully set forth herein, paragraphs 1 through 41.

43. CarProof and HyperQuest are parties to the CarProof-HyperQuest Software Distribution and Data Licence Agreement, which CarProof executed on July 21, 2014 and HyperQuest executed on July 22, 2014.

44. CarProof has fully performed and satisfied all conditions, covenants, and promises required to be performed or satisfied by it under the CarProof-HyperQuest Software Distribution and Data Licence Agreement, except where performance or satisfaction was excused. Adequate compensation was promised to HyperQuest in connection with the CarProof-HyperQuest Software Distribution and Data Licence Agreement, but that compensation is not due and owing until 30 days after HyperQuest submits a monthly invoice to CarProof for fees. HyperQuest has never submitted such an invoice to CarProof.

45. HyperQuest has intentionally and wrongfully breached the CarProof-HyperQuest Software Distribution and Data Licence Agreement in at least the following ways:

i) HyperQuest has failed to deliver the “Data” to CarProof under § 5 of the Agreement.

ii) To the extent that Defendants claim that HyperQuest did not have the authority to execute or perform the CarProof-HyperQuest Software Distribution and Data Licence Agreement, then HyperQuest has breached its representations and warranties under §§ 11(a)(i)–(iii) of the Agreement.

iii) In such other ways as may be established during discovery, such as, for example, breaches of the representations, warranties, and covenants in §§ 11(b)–(c) that require HyperQuest to provide data to CarProof on an exclusive basis.

46. HyperQuest’s breaches have caused and will cause great and irreparable injury and damage to CarProof, entitling CarProof to injunctive relief, specific performance, and money damages. HyperQuest’s breach of the Agreement is willful and intentional misconduct and therefore HyperQuest’s liability is not limited by § 14 of the Agreement.

**SECOND CAUSE OF ACTION  
(Tortious Interference with Contract)  
Against Audatex and Solera**

47. CarProof refers to and incorporates, as though fully set forth herein, paragraphs 1 through 46.

48. Audatex and Solera were aware that CarProof had entered into a valid and enforceable agreement with HyperQuest.

49. CarProof is informed and believes that Audatex and/or Solera have intentionally engaged in wrongful acts and conduct that were designed to induce a breach or disruption of the contractual relationship between CarProof and HyperQuest. The wrongful acts and conduct of Audatex and/or Solera did in fact cause a disruption in CarProof’s contractual relationship with HyperQuest.

50. CarProof is informed and believes that Audatex and/or Solera took actions that had the purpose and effect of interfering with CarProof's contractual relationship with HyperQuest. Audatex and/or Solera's wrongful acts and conduct interfered with CarProof's contractual relations and proximately caused CarProof damages in sums not yet ascertained.

51. Audatex's and/or Solera's wrongful conduct in interfering with CarProof's contractual relationships, unless and until enjoined and restrained by order of this Court, will continue to cause great and irreparable harm to CarProof's business. These wrongful acts and conduct were willful, oppressive, fraudulent, and malicious, and therefore CarProof is entitled to punitive damages according to proof at trial.

#### **PRAYER FOR RELIEF**

WHEREFORE, CarProof prays for judgment against Defendants Audatex, HyperQuest, and Solera as follows:

A. Awarding general, special, and consequential damages in favor of CarProof against all Defendants for all damages sustained as a result of Defendants' wrongdoing, in an amount to be proven at trial, including interest thereon;

B. Awarding CarProof exemplary or punitive damages in an amount sufficient to make an example of Defendants and to deter Defendants from engaging in similar wrongful conduct in the future;

C. Awarding declaratory judgment in favor of CarProof such that the CarProof-HyperQuest Software Distribution and Data Licence Agreement is declared valid and enforceable and HyperQuest is declared to have intentionally and willfully breached that Agreement;

D. Awarding injunctive relief in favor of CarProof such that HyperQuest is ordered to perform its obligations under the CarProof-HyperQuest Software Distribution and Data

Licence Agreement and both Solera and Audatex are ordered to cease interfering with that Agreement;

E. Awarding CarProof costs and expenses of this action, including reasonable attorneys' fees, accountants' fees, experts' fees, and other costs and disbursements; and

F. Awarding CarProof such other and further relief as the Court may deem just and proper.

### VI. JURY TRIAL DEMANDED

Under Federal Rule of Civil Procedure 38(b), CarProof demands a trial by jury of all claims in this Complaint that are triable.

Dated: August 21, 2015

Respectfully submitted,  
CARPROOF CORPORATION

By: /s/ Todd C. Jacobs  
One of Their Attorneys

Todd C. Jacobs  
Justin R. Donoho  
SHOOK, HARDY & BACON L.L.P.  
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Facsimile: 415-397-7188

Attorneys for Plaintiff  
CARPROOF CORPORATION

**Exhibit A**  
**(Attachments Removed**  
**for Confidentiality)**

**From:** [Holden Rhodes](#)  
**To:** [Jeff Hogan](#); [Elias Olmeta](#)  
**Subject:** RE: Final Comments to the Agreements  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[CarProof-HyperQuest - Software Distribution and Data Licence Agreement - \(Execution Version\).pdf](#)  
[CarProof-HyperQuest - Historical Data Licence Agreement - 7314 - \(Execution Version\).pdf](#)

---

Thanks for these Jeff. As discussed with Elias, I added one sentence at the end of the "Key HyperQuest CI" definition just to clarify that the disclosure of CarProof receiving data from Audatex does not form part of the Key HyperQuest CI definition as it is reasonably well known already that CarProof receives data from Audatex. We just didn't want any confusion down the road. The only other change I made is to the header where I took out the reference to "Draft" and changed it to "Execution Version".

I have signed both agreements and include them within this email. If the above mentioned changes are satisfactory, could you please sign and send back for our records? I understand the first data flow test went well so we should be in a good spot to move ahead now.

We very much look forward to working with you.

Holden J. Rhodes  
Executive Vice President/General Counsel

CarProof<sup>®</sup> Vehicle History Reports  
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Fax: 519.675.1043  
[hrhodes@carproof.com](mailto:hrhodes@carproof.com)  
[www.carproof.com](http://www.carproof.com)



**From:** Jeff Hogan [<mailto:jhogan@hyperquest.com>]  
**Sent:** Monday, July 21, 2014 8:36 AM  
**To:** Elias Olmeta; Holden Rhodes  
**Subject:** FW: Final Comments to the Agreements

Please see attached, and comments (after your points) below:

Jeff  
773.551.6468

**From:** Jenkins, Gerald L. [<mailto:gerald.jenkins@goldbergkohn.com>]  
**Sent:** Sunday, July 20, 2014 5:52 PM

**To:** Jeff Hogan  
**Cc:** Loesch, William R.  
**Subject:** RE: Final Comments to the Agreements

Jeff,

Attached are the two agreements modified as suggested by CarProof. Please see my interlineated notes below.

Jeff, enclosed are the final comments.

Per our conversation, the issue regarding the termination of the historical data is contained in Section 13 – Perpetuity of the Historical Data License Agreement (which based on that language does terminate under a breach of HQ CI). The fix is simply to delete the exception language in the clause which I've highlighted in red:

- For greater certainty, except for the improper disclosure of Key HyperQuest CI, the Licence to Use Data granted by HyperQuest to CarProof pursuant to this Agreement and the terms of this Agreement are perpetual and irrevocable regardless of the termination of this Agreement.

**[The exception has been deleted.]**

Other changes to the historical agreement are as follows:

1. The definition of "CarProof Customer" refers to section 3(b)(3), but should instead refer to section 3(b)(iii)

**[Corrected]**

2. It seems that section 4(c) has an unfinished thought at the very end

**[The unfinished thought at the end of 3(c) was to make it clear that if CarFax has any continuing rights to the historical data under existing agreements (e.g., perpetual use), they would not violate this section.]**

3. The notice provision in section 15(i) should refer to our new suite number of 1101 instead of suite 204

**[Corrected]**

Holden also had a minor comment as relates to the software and distribution agreement: The notice provision in section 16(i) should refer to our new suite number of 1101 instead of suite 204.

**[Corrected]**

With these changes done, I see no reason why we can't sign. Holden is out of pocket most of the day tomorrow but may be able to sign electronically, otherwise, he can sign in the early evening.

Let me know if you have anything.

Ps. Holden feel free to amend or correct this email.

Elias Olmeta

Head of Corporate Development

# **Exhibit B**

**From:** [Jeff Hogan](#)  
**To:** [Holden Rhodes](#)  
**Cc:** [Elias Olmeta](#)  
**Subject:** Execution Page  
**Date:** Tuesday, July 22, 2014 10:35:19 AM  
**Attachments:** [CarProof-HyperQuest - Software Distribution and Data Licence Agreement - HQ Execution 7-22-14.pdf](#)

---

I am on the road but received approval a couple moments ago. Wanted to get you my execution page. I am very excited about our relationship, as it is going to be a strategic and valuable relationship for all our businesses – CarProof, HyperQuest, and Solera. My best, and I will pass onto Mike that he should arrange the first feed with Kevin.

My best,

Jeff

Jeff Hogan

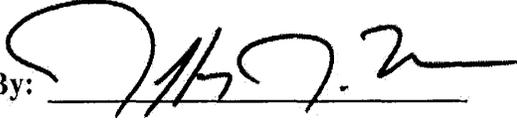
Cell: 773.551.6468

**HyperQuest, a Solera Company**

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

**HYPERQUEST, INC.**

**CARPROOF CORPORATION**

By: 

By: \_\_\_\_\_

Name: Jeffrey J. Hogan

Name: Holden J. Rhodes

Title: Managing Director

Title: Executive Vice-President

# **Exhibit "7"**

**Finder, Christine**

---

**From:** Mcdonnell, Lela [Audatex - Americas] <Lela.Mcdonnell@audatex.ca>  
**Sent:** November 7, 2014 3:11 PM  
**To:** Sarah Billingsley  
**Subject:** RE: Meeting with Audatex - can we adjust the time/date?

Hi Sarah,  
Hope you are doing well! Is it possible to move the meeting on the 17<sup>th</sup> from 3 pm to 1:30 pm, so that it ends no later than 5 pm? Evangelos was able to get an earlier flight to Toronto but needs to depart earlier as well.  
Sorry for all the re-scheduling requests. Hope Paul and his team will be ok with 1:30 pm.  
Thanks!

**Lela McDonnell**  
Executive Assistant to Anthony Giagnacovo  
Adjointe à la direction pour Anthony Giagnacovo  
Direct: 416.498.3777  
Fax: 416.498.3770  
Email: [lela.mcdonnell@audatex.ca](mailto:lela.mcdonnell@audatex.ca)  
Audatex Canada, a Solera company  
1210 Sheppard Avenue East, Suite 204  
Toronto, Ontario M2K 1E3



**From:** Sarah Billingsley [mailto:SBillingsley@carproof.com]  
**Sent:** October-30-14 2:54 PM  
**To:** Mcdonnell, Lela [Audatex - Americas]  
**Subject:** RE: Meeting with Audatex - can we adjust the time/date?

Lela,  
We have some flexibility with the time and could make 3pm work. November 18<sup>th</sup> our group head out of town for a board meeting and will not be available.  
If this new time of 3pm will work for Anthony and Evangelos, please let me know and I will update the invite to reflect this.  
Thank you very much!  
Sarah Billingsley  
Executive Assistant to Paul Antony

CarProof® Vehicle History Reports  
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Main: 1.866.835.8612 x4024  
Direct: 519.266.4024  
Fax: 519.675.1043

[www.carproof.com](http://www.carproof.com)



This is Exhibit.....7.....referred to in the  
affidavit of.....Paul Antony.....  
sworn before me, this.....5<sup>th</sup>.....  
day of.....November.....20..15..

*H. R. Cross*

A COMMISSIONER FOR TAKING AFFIDAVITS

*HOLDEN CROSS*

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**From:** Mcdonnell, Lela [Audatex - Americas] [<mailto:Lela.Mcdonnell@audatex.ca>]

**Sent:** October 30, 2014 12:54 PM

**To:** Sarah Billingsley

**Subject:** RE: Meeting with Audatex - can we adjust the time/date?

**Importance:** High

Hi Sarah,

Can you please let me know if we can move this meeting from Oct 17<sup>th</sup> to Oct 18<sup>th</sup>? This will be the best option. If not, is it possible to start it at 3 pm instead of 11 am? Evangelos won't be able to arrive in Toronto until early afternoon/late morning on the 17<sup>th</sup>.

Thanks!

**Lela McDonnell**

Executive Assistant to Anthony Giagnacovo

Adjointe à la direction pour Anthony Giagnacovo

Direct: 416.498.3777

Fax: 416.498.3770

Email: [lela.mcdonnell@audatex.ca](mailto:lela.mcdonnell@audatex.ca)

Audatex Canada, a Solera company

1210 Sheppard Avenue East, Suite 204

Toronto, Ontario M2K 1E3



---

**From:** Sarah Billingsley [<mailto:SBillingsley@carproof.com>]

**Sent:** October-16-14 10:37 AM

**To:** Mcdonnell, Lela [Audatex - Americas]

**Subject:** RE: Meeting with Audatex

Lela,

We could make Monday November 17<sup>th</sup> work. Please let me know if the morning or afternoon would work better for Anthony and Evangelos.

Thank you very much ☺

Sarah Billingsley

Executive Assistant to Paul Antony

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**From:** Mcdonnell, Lela [Audatex - Americas] [<mailto:Lela.Mcdonnell@audatex.ca>]

**Sent:** October 15, 2014 12:11 PM

**To:** Sarah Billingsley

**Subject:** RE: Meeting with Audatex

Hi Sarah,

Will Nov 17<sup>th</sup> or 18<sup>th</sup> work for Paul and his team? If yes, we can book a date for now.

Thanks,

**Lela McDonnell**

Executive Assistant to Anthony Giagnacovo

Adjointe à la direction pour Anthony Giagnacovo

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Fax: 416.498.3770

Email: [lela.mcdonnell@audatex.ca](mailto:lela.mcdonnell@audatex.ca)

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1210 Sheppard Avenue East, Suite 204

Toronto, Ontario M2K 1E3



---

**From:** Sarah Billingsley [<mailto:SBillingsley@carproof.com>]

**Sent:** October-14-14 10:22 AM

**To:** Mcdonnell, Lela [Audatex - Americas]

**Subject:** RE: Meeting with Audatex

Lela,

Thank you for the email. I will send out a meeting cancellation to ensure everyone is in the loop. Please let me know when you get new dates from Annemarie and we can reschedule.

Hope you had a wonderful Thanksgiving!!

Kind Regards,

Sarah Billingsley

Executive Assistant to Paul Antony

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**From:** Mcdonnell, Lela [Audatex - Americas] [<mailto:Lela.Mcdonnell@audatex.ca>]

**Sent:** October 14, 2014 9:59 AM

**To:** Sarah Billingsley

**Subject:** RE: Meeting with Audatex

Hello Sarah,

Hope you had a nice weekend.

I've just heard from Evangelos's assistant Annemarie that he won't be able to travel to Canada on Oct 20<sup>th</sup> due to some urgent unexpected issues. We have to reschedule this meeting. I'll get back to you with some possible dates when I hear back from Annemarie.

Please apologize to Paul for this cancellation.

Thank you so much,

**Lela McDonnell**

Executive Assistant to Anthony Giagnacovo

Adjointe à la direction pour Anthony Giagnacovo

Direct: 416.498.3777

Fax: 416.498.3770

Email: [lela.mcdonnell@audatex.ca](mailto:lela.mcdonnell@audatex.ca)

Audatex Canada, a Solera company

1210 Sheppard Avenue East, Suite 204

Toronto, Ontario M2K 1E3



---

**From:** Sarah Billingsley [<mailto:SBillingsley@carproof.com>]

**Sent:** September-11-14 11:45 AM

**To:** Mcdonnell, Lela [Audatex - Americas]

**Subject:** RE: Meeting with Audatex

Hi Lela,

Looking forward in our calendars, we could make Monday October 20<sup>th</sup> work. We understand how crazy schedules can be and thank you for making the time to fit us in.

Warm Regards,

Sarah Billingsley

Executive Assistant to Paul Antony

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**From:** Mcdonnell, Lela [Audatex - Americas] [<mailto:Lela.Mcdonnell@audatex.ca>]

**Sent:** Thursday, September 11, 2014 10:38 AM

**To:** Sarah Billingsley

**Subject:** RE: Meeting with Audatex

Hello Sarah,

Oct 6 is completely booked for Evangelos. In general, his schedule is quite intense. He said he can come to Canada on Oct 20-24. Can you please check if Paul can do any of those days?

Thanks!

**Lela McDonnell**

Executive Assistant to Anthony Giagnacovo  
Adjointe à la direction pour Anthony Giagnacovo  
Direct: 416.498.3777

Fax: 416.498.3770

Email: [lela.mcdonnell@audatex.ca](mailto:lela.mcdonnell@audatex.ca)

Audatex Canada, a Solera company  
1210 Sheppard Avenue East, Suite 204  
Toronto, Ontario M2K 1E3



---

**From:** Sarah Billingsley [<mailto:SBillingsley@carproof.com>]

**Sent:** September-09-14 1:36 PM

**To:** Mcdonnell, Lela [Audatex - Americas]

**Subject:** RE: Meeting with Audatex

Lela,

Thank you for your quick response! Paul would like this to be booked rather promptly as it is in regards to a pressing issue.

Would October 6<sup>th</sup> work?

Thanks again,

Sarah Billingsley

Executive Assistant to Paul Antony

CarProof® Vehicle History Reports  
130 Dufferin Ave., Suite 1101  
London, ON, N6A 5R2

Main: 1.866.835.8612 x4024

Direct: 519.266.4024

Fax: 519.675.1043

[www.carproof.com](http://www.carproof.com)



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---

**From:** Mcdonnell, Lela [Audatex - Americas] [<mailto:Lela.Mcdonnell@audatex.ca>]

**Sent:** Tuesday, September 9, 2014 1:17 PM

**To:** Sarah Billingsley

**Cc:** Paul Antony

**Subject:** RE: Meeting with Audatex

Hi Sarah,  
Unfortunately, Anthony is on a business trip on 25<sup>th</sup> – 26<sup>th</sup>. any possible day in October (except for the week of Oct 27)? If not, what about early November?

Thanks,

**Lela McDonnell**

Executive Assistant to Anthony Giagnacovo

Adjointe à la direction pour Anthony Giagnacovo

Direct: 416.498.3777

Fax: 416.498.3770

Email: [lela.mcdonnell@audatex.ca](mailto:lela.mcdonnell@audatex.ca)

Audatex Canada, a Solera company

1210 Sheppard Avenue East, Suite 204

Toronto, Ontario M2K 1E3



---

**From:** Sarah Billingsley [<mailto:SBillingsley@carproof.com>]

**Sent:** September-09-14 1:14 PM

**To:** Mcdonnell, Lela [Audatex - Americas]

**Cc:** Paul Antony

**Subject:** RE: Meeting with Audatex

Lela,

Alternately, we could shuffle our schedule around that week and meet the evening of Thursday September 25<sup>th</sup> and Friday September 26<sup>th</sup>

It would be great to get this meeting booked before October, as Paul's calendar is slammed at that point.

Thank you,

Sarah Billingsley

Executive Assistant to Paul Antony

CarProof<sup>®</sup> Vehicle History Reports

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---

**From:** Mcdonnell, Lela [Audatex - Americas] [<mailto:Lela.Mcdonnell@audatex.ca>]

**Sent:** Tuesday, September 9, 2014 12:34 PM

**To:** Sarah Billingsley

**Cc:** Paul Antony

**Subject:** RE: Meeting with Audatex

Hello Sarah,

Thank you so much. We were looking at those dates too but Evangelos is booked to be on a business trip in the U.S. What is the next available date?

Thanks!

**Lela McDonnell**

Executive Assistant to Anthony Giagnacovo

Adjointe à la direction pour Anthony Giagnacovo

Direct: 416.498.3777

Fax: 416.498.3770

Email: [lela.mcdonnell@audatex.ca](mailto:lela.mcdonnell@audatex.ca)

Audatex Canada, a Solera company

1210 Sheppard Avenue East, Suite 204

Toronto, Ontario M2K 1E3



---

**From:** Sarah Billingsley [<mailto:SBillingsley@carproof.com>]

**Sent:** September-09-14 12:31 PM

**To:** Mcdonnell, Lela [Audatex - Americas]

**Cc:** Paul Antony

**Subject:** RE: Meeting with Audatex

Lela,

We looked at our calendar and the dates that would work best would be the evening of September 23rd and into the morning of September 24th. We can take care of making arrangements for dinner and hotels for the night, if these dates work for Anthony and Evangelos.

Unfortunately Paul's schedule for October is already booked.

Warm Regards,

Sarah Billingsley

Executive Assistant to Paul Antony

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London, ON, N6A 5R2

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---

**From:** Mcdonnell, Lela [Audatex - Americas] [<mailto:Lela.Mcdonnell@audatex.ca>]

**Sent:** Tuesday, September 9, 2014 11:41 AM

**To:** Paul Antony

**Subject:** Meeting with Audatex

Hello Paul,

Anthony and Evangelos can meet you on Sep 17<sup>th</sup>, but I've heard that you are not available on that date. Can you please let me know some dates in October when you are available for this meeting?

Thank you!

Best regards,

**Lela McDonnell**

Executive Assistant to Anthony Giagnacovo

Adjointe à la direction pour Anthony Giagnacovo

Direct: 416.498.3777

Fax: 416.498.3770

Email: [lela.mcdonnell@audatex.ca](mailto:lela.mcdonnell@audatex.ca)

Audatex Canada, a Solera company

1210 Sheppard Avenue East, Suite 204

Toronto, Ontario M2K 1E3



# **Exhibit "8"**

**Finder, Christine**

---

**From:** Mcdonnell, Lela [Audatex - Americas] <Lela.Mcdonnell@audatex.ca>  
**Sent:** November 12, 2014 9:41 AM  
**To:** Sarah Billingsley  
**Subject:** FW: Meeting with Audatex and CarProof  
**Importance:** High

Hello Sarah,

I've heard that unfortunately Evangelos has some family emergency and is not able to travel to Canada. Can you please let me know if Paul prefers to reschedule this meeting to a date when Evangelos and Anthony can both attend, as planned, or he would like to concentrate on Canada only and meet with Anthony? From Paul's email to Anthony this morning I understand that he prefers to reschedule to have both Anthony and Evangelos present. Can you please confirm it with him and let me know?

Thanks!

**Lela McDonnell**

Executive Assistant to Anthony Giagnacovo  
Adjointe à la direction pour Anthony Giagnacovo  
Direct: 416.498.3777  
Fax: 416.498.3770  
Email: [lela.mcdonnell@audatex.ca](mailto:lela.mcdonnell@audatex.ca)  
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Toronto, Ontario M2K 1E3



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affidavit of.....Paul Antony.....  
sworn before me, this.....5<sup>th</sup>.....  
day of.....November.....2015.....*

*[Signature]*  
.....  
A COMMISSIONER FOR TAKING AFFIDAVITS  
**Holden Rhodes**

---

**From:** Giagnacovo, Anthony [Audatex - Americas]  
**Sent:** November-11-14 9:02 PM  
**To:** Sarah Billingsley; Antypas, Evangelos [AudaExplore]; Paul Antony; Ed Woiteshek; Elias Olmeta  
**Cc:** Mcdonnell, Lela [Audatex - Americas]; Holden Rhodes; Putze, Annemarie [AudaExplore]  
**Subject:** RE: Meeting with Audatex and CarProof

Paul Anthony,  
Evangelos has a urgent personal issue ( Family related) that he needs to attend to and will need to reschedule our meeting. I will work with Lela to come back to you with a new date that can accommodate you and your team, or we can keep this meeting and focus on Canada.

Let me know what works best for you

All the best,

Anthony Giagnacovo

-----Original Appointment-----

**From:** Sarah Billingsley [<mailto:SBillingsley@carproof.com>]  
**Sent:** November 7, 2014 3:18 PM  
**To:** Sarah Billingsley; Antypas, Evangelos [AudaExplore]; Giagnacovo, Anthony [Audatex - Americas]; Paul Antony; Ed Woiteshek; Elias Olmeta  
**Cc:** Mcdonnell, Lela [Audatex - Americas]; Holden Rhodes; Putze, Annemarie [AudaExplore]  
**Subject:** Meeting with Audatex and CarProof  
**When:** November 17, 2014 1:30 PM-5:00 PM (UTC-05:00) Eastern Time (US & Canada).  
**Where:** CarProof Office London Ontario

We have changed the time of this meeting to 1:30pm EST

3 Dufferin Ave

Suite 1101

4<sup>th</sup> Floor

London, ON

N6A 5R2

Map

[https://www.google.ca/maps/place/Dufferin+Corporate+Centre,+130+Dufferin+Ave,+London,+ON+N6A+5R2/@42.9864894,-81.2529127,15z/data=!4m2!3m1!1s0x882ef1f814a92f9d:0xad09eb91561649bc?sa=X&ei=a98\\_VPjvG4iyuATc2YKAAg&ved=0CG0Q8gEwCg](https://www.google.ca/maps/place/Dufferin+Corporate+Centre,+130+Dufferin+Ave,+London,+ON+N6A+5R2/@42.9864894,-81.2529127,15z/data=!4m2!3m1!1s0x882ef1f814a92f9d:0xad09eb91561649bc?sa=X&ei=a98_VPjvG4iyuATc2YKAAg&ved=0CG0Q8gEwCg)

# **Exhibit "9"**

**Finder, Christine**

---

**Subject:** FW: Meeting with Audatex and CarProof  
**Location:** Boca Raton Florida  
  
**Start:** Wed 17/12/2014 11:00 AM  
**End:** Wed 17/12/2014 5:00 PM  
**Show Time As:** Tentative  
  
**Recurrence:** (none)  
  
**Organizer:** Sarah Billingsley

-----Original Appointment-----

**From:** Paul Antony  
**Sent:** November 14, 2014 4:49 PM  
**To:** Paul Antony; Giagnacovo, Anthony [Audatex - Americas] ([Anthony.Giagnacovo@audatex.com](mailto:Anthony.Giagnacovo@audatex.com)); [evangelos.antypas@audaexplore.com](mailto:evangelos.antypas@audaexplore.com); Ed Woiteshek; Mcdonnell, Lela [Audatex - Americas]  
**Cc:** Giagnacovo, Anthony [Audatex - Americas]; Putze, Annemarie [AudaExplore]  
**Subject:** Meeting with Audatex and CarProof  
**When:** December 17, 2014 11:00 AM-5:00 PM (UTC-05:00) Eastern Time (US & Canada).  
**Where:** Boca Raton Florida

Please meet at the Marina at Boca Raton Resort & Club  
501 East Camino Real  
Boca Raton, FL 33432

Paul's cell phone is (519) 670-0893

<http://www.bocaresort.com/play/marina.html>

<https://www.google.com/maps/dir/Fort+Lauderdale-Hollywood+International+Airport,+100+Terminal+Dr,+Fort+Lauderdale,+FL+33315/Boca+Raton+Resort+Golf+Club,+Boca+Raton+Resort+%26+Club,+501+E+Camino+Real,+Boca+Raton,+FL+33432/@26.205533,-80.2874998,11z/data=!3m1!4b1!4m13!4m12!1m5!1m1!1s0x88d9aa7ae4c8faf5:0x2ae0339d90a6cbe6!2m2!1d-80.150602!2d26.074234!1m5!1m1!1s0x88d8e216c41cbbfd:0xb909f0740b554c5f!2m2!1d-80.080429!2d26.341933>

This is Exhibit.....<sup>9</sup>.....referred to in the  
affidavit of.....Paul Antony.....  
sworn before me, this.....5<sup>th</sup>.....  
day of.....November.....20..15..



.....  
A COMMISSIONER FOR TAKING AFFIDAVITS  
**HOLDEN RHOADS**

# **Exhibit "10"**

**Finder, Christine**

---

**From:** Giagnacovo, Anthony [Audatex - Americas] <Anthony.Giagnacovo@audatex.ca>  
**Sent:** January 6, 2015 7:26 PM  
**To:** Elias Olmeta  
**Subject:** Happy New Year and Next Steps

Hi Elias –

Happy New Year to you as well and I hope you had a good break.

I too want to move quickly on extending Audatex's existing data agreement with Carproof. As we discussed, we are also interested in the sale and market value data (AutoTrader, Kijiji etc) that Carproof can provide.

Can you provide us with a detailed list of data sources that will be provided in the offering, along with the associate duration as I understand each have a different period. We would also like to get a Canadian sample that is large enough for us to review and validate through our system -- similar to what was given to the USA to test.

I would like to move quickly, so the sooner I can get this information the sooner I can expedite a new proposal. I like the tone what Paul Antony had proposed and I think if that is the framework we can find a mutually agreeable contract.

Many thanks,  
AG

Sent from my iPhone

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sworn before me, this...5<sup>th</sup>.....  
day of.....November.....20...15.*

*[Signature]*  
.....  
A COMMISSIONER FOR TAKING AFFIDAVITS  
**HOLDEN R MOSES**

# **Exhibit "12"**

**Finder, Christine**

---

**From:** Antypas, Evangelos [AudaExplore] <evangelos.antypas@audaexplore.com>  
**Sent:** January 23, 2015 3:03 PM  
**To:** Elias Olmeta  
**Subject:** meeting

I need to push off our meeting today as I am running late.

We are finalizing the Hyperquest data feed and will be sending you some questions that we need help on from your side to finalize

Best

Sent from my iPad

---

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---

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sworn before me, this.....5<sup>th</sup>.....  
day of.....November.....2015.....*

*[Handwritten Signature]*

.....  
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**HOLDEN RHODES**

# **Exhibit "13"**

**Finder, Christine**

---

**From:** Antypas, Evangelos [AudaExplore] <evangelos.antypas@audaexplore.com>  
**Sent:** February 12, 2015 5:58 PM  
**To:** Elias Olmeta  
**Subject:** FW: CarProof - Communication Files  
**Attachments:** Report\_1000\_XML.XML

**Evangelos Antypas**

AudaExplore  
858-946-1481 (office)  
817-565-3129 (mobile)  
[evangelos.antypas@audaexplore.com](mailto:evangelos.antypas@audaexplore.com)

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**From:** Richard J. Jugovich [<mailto:rjugovich@hyperquest.com>]  
**Sent:** Thursday, February 12, 2015 4:56 PM  
**To:** 'Minnie Gu'; 'Kevin Eaves'  
**Cc:** Antypas, Evangelos [AudaExplore]  
**Subject:** RE: CarProof - Communication Files

Minnie/Kevin –  
I've attached a sample document of 10K estimates based on the VIN history response layout.

Let me know if there are questions.

Kind Regards,

Rich

---

Richard Jugovich  
2150 E. Lake Cook Rd., Suite 1010, Buffalo Grove, IL 60089  
W: 847 499-7418  
M: 630 670-0807  
[rjugovich@hyperquest.com](mailto:rjugovich@hyperquest.com)

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affidavit of.....Paul Antypas.....  
sworn before me, this.....5th.....  
day of.....November.....2015.....*

*[Signature]*  
A COMMISSIONER FOR TAKING AFFIDAVITS  
*HOLDEN R. HOPE*

**From:** Antypas, Evangelos [AudaExplore] [<mailto:evangelos.antypas@audaexplore.com>]  
**Sent:** Thursday, February 12, 2015 1:37 PM  
**To:** Richard J. Jugovich  
**Cc:** Minny Gu; Kevin Eaves  
**Subject:** CarProof - Communication Files

When you are ready to send the files for CarProof here are the names to send it to.

Thanks

**Evangelos Antypas**

AudaExplore

858-946-1481 (office)

817-565-3129 (mobile)

[evangelos.antypas@audaexplore.com](mailto:evangelos.antypas@audaexplore.com)

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# **Exhibit "14"**

**Finder, Christine**

---

**From:** Antypas, Evangelos [AudaExplore] <evangelos.antypas@audaexplore.com>  
**Sent:** February 12, 2015 7:57 PM  
**To:** Paul Antony  
**Subject:** 10,000 Hyperquest Files

Sent your team the files we discussed. Apologies for the delay but at least we are now past it.  
Will work with the team on next steps.

BEst

**Evangelos Antypas**

AudaExplore  
858-946-1481 (office)  
817-565-3129 (mobile)  
[evangelos.antypas@audaexplore.com](mailto:evangelos.antypas@audaexplore.com)

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day of.....November.....2015.....

.....  
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**HOLDEN RHODES**

# **Exhibit "16"**

**Finder, Christine**

---

**From:** Paul Antony <PAntony@carproof.com>  
**Sent:** March 26, 2015 10:09 PM  
**To:** Evangelos Antypas  
**Subject:** Re: Amendment

Evangelos,

I just read through the term sheet you provided.

After all of our discussions over the past few months, I was quite disappointed to receive a term sheet that did not align with the terms already agreed to.

Though we are open to negotiate a broader deal which takes into consideration the many moving parts between our organizations, the term sheet you have provided is a significant departure from the terms which are contained in the valid agreement we have signed with HyperQuest.

While we are doing our best to be good corporate citizens and resolve our different views on the validity of the HyperQuest/CarProof contract, we will need to enforce our rights under the agreement unless the broader negotiations can come to a conclusion quickly.

I will take a crack at providing you with a term sheet attempting to address and encompass all the moving parts of our relationship for us to discuss on Monday.

What time are you available to connect via phone?

Paul

On Mar 25, 2015, at 9:19 PM, Antypas, Evangelos [AudaExplore] <[evangelos.antypas@audaexplore.com](mailto:evangelos.antypas@audaexplore.com)> wrote:

Here is the term sheet we discussed. Take a look and then let's talk.  
We can then fix a meeting to discuss the larger deal

**Evangelos Antypas**

AudaExplore

858-946-1481 (office)

817-565-3129 (mobile)

[evangelos.antypas@audaexplore.com](mailto:evangelos.antypas@audaexplore.com)

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<2015-0325 CarProof Term Sheet.docx>

*This is Exhibit.....16.....referred to in the  
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sworn before me, this.....5th.....  
day of.....November.....20...15.*

*[Signature]*  
A COMMISSIONER FOR TAKING AFFIDAVITS  
HOLLEN R. HINES

# **Exhibit "19"**

# CarProof®

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August 4, 2015

Mr. Jason Brady  
Senior Vice President, General Counsel and Secretary  
Solera Holdings, Inc.  
7 Village Circle, Suite 100  
Westlake, Texas 76262

VIA EMAIL: [jason.brady@solerainc.com](mailto:jason.brady@solerainc.com)

Dear Mr. Brady,

Thank you for your correspondence yesterday.

While I was away on vacation last week, I was checking voicemail and email regularly. I cannot seem to locate any voice or email messages from you. Regardless, we are delighted that you are interested in proceeding.

I want to be absolutely clear, however, that we have repeatedly indicated that the listing data component is part of a broader package deal that was outlined in numerous discussions, correspondence and the April 23 term sheet. The broader package included the immediate provision of the HyperQuest data and an extension of the current VIN Source Data agreement to December 31, 2024. There were other elements as outlined in the term sheet that we also expect to be included in the definitive agreement.

If the suggestion is to increase the economics of the entire term sheet by providing an accelerated payment for the Canadian listing data with all other terms remaining the same, we are certainly prepared to accept. However, if the proposal in your letter is that we only deal with the listing data at this point, we are not interested. We maintain our position that the term sheet was negotiated and agreed to in totality rather than as parts to be separately addressed at different times.

We have already engaged counsel to start working on a new definitive agreement and will be able to share that with you shortly. In that regard, please advise as to who we should be dealing with internally at Audatex/Solera and/or your professional advisors.

I suggest we organize a call, or preferably a meeting, in the next day or two to discuss.

Regards,



Holden Rhodes  
General Counsel  
CarProof Corporation

This is Exhibit.....19.....referred to in the  
affidavit of.....Paul Anthony.....  
sworn before me, this.....5th.....  
day of.....November.....20..15.

  
.....  
A COMMISSIONER FOR TAKING AFFIDAVITS  
HOLDEN RHODES