

IN THE CIRCUIT COURT OF  
COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

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COOK COUNTY, IL  
2021L007947

<p><b>National Association of Professional Allstate Agents, Inc., an association, et al.,</b></p> <p style="text-align: right;"><i>Plaintiffs,</i></p> <p style="text-align: center;">v.</p> <p><b>Allstate Insurance Company,</b></p> <p style="text-align: right;"><i>Defendant.</i></p>	<p style="text-align: right;">14520296</p> <p style="text-align: center;"><b>Civil Case No. 2021L007947</b></p>
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NOTICE OF MOTION

To: Robert G. Lian, Jr.  
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Washington, DC 20006-1037  
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Counsel for Defendant

PLEASE TAKE NOTICE that on the 27th day of September, 2021, at 10:00 a.m. or as soon thereafter as counsel may be heard, the undersigned will appear before the Honorable Presiding in the courtroom usually occupied by him in the Richard J. Daley Center, 50 W. Washington Street, Chicago, Illinois, or any other judge sitting in his stead, and shall then and there present Plaintiff's Motion for Entry of Preliminary Injunction, at which time you may be present if you so desire.

August 20, 2021

Respectfully Submitted,

/s/ James Bopp, Jr.

James Bopp, Jr. IN # 2838-84\*

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Local Counsel

## Certificate of Service

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true. I hereby certify that this document and all attachments thereto were filed via the Court's electronic filing system and served on August 20, 2021 via email to all counsel of record:

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Counsel for Defendant

/s/ James Bopp, Jr.  
James Bopp, Jr.  
Lead Counsel for Plaintiff

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**Plaintiff’s Motion for Entry of Preliminary Injunction**

Plaintiff National Association of Professional Allstate Agents (“NAPAA”), by James Bopp, Jr., its undersigned counsel of record, files this Motion for Entry of Preliminary Injunction, pursuant to Illinois Code of Civil Procedure. 735 ILCS 5/11-102. NAPAA moves this Court to enjoin Defendant Allstate Insurance Company (“Allstate”) from requiring Allstate Exclusive Agency Owners (“EA(s)”) use Allstate Agency Voice (“AAV”) as the sole means of telephonic communication in each EA’s agency. In support of its motion, Plaintiff submits a separate Memorandum of Law and states the following:

1. This case concerns Allstate’s breach of the express terms of the EA Agreement by requiring all EAs to use only Allstate supplied and maintained AAV. Plaintiff seeks immediate injunctive relief from this breach, and from Allstate’s attempt to strip EAs of this particular and outlined area of autonomy guaranteed by the EA Agreement. The express terms of the EA Agreement specifically state that the EAs are required to “supply and maintain” their own telephone systems.

2. In 2020, Allstate announced its implementation of AAV, a centralized telephone system. AAV is a Voice Over Internet Protocol (“VOIP”) system, to be used by all EAs for *all* telephone communications in each EA’s agency. Allstate has mandated that all EAs implement and use AAV, with the system rolling out over the course of 2021, and full implementation achieved by 2022. Allstate requires all EAs to pay Allstate for the costs of running AAV in their agency, amounting to system implementation costs, as well as an ongoing monthly charge of \$23 per line, which is deducted by Allstate directly from the EA’s commissions. For the reasons set forth in Plaintiff’s Memorandum of Law, Plaintiff has met the requirements for a preliminary injunction against implementation of AAV.

4. First, Plaintiff NAPAA and its EA members have a clearly ascertained right in need of protection. The EA Agreement itself identifies this right when it states that EAs must “supply and maintain” their own telephone systems. At the time this provision was agreed to it conferred benefits to all parties involved; not only to Allstate, but to the EAs themselves. For one, autonomy in this area allows EAs to enjoy privacy in using their own phone system for their own offices. The agency phone systems are used to conduct all agency business; not only in selling Allstate policies, but in other communications with third parties essential to conducting business and operating an office. Second, EAs enjoy the ability to use the telephone provider of their choosing and agree to the applicable rates, as well as the ability to set up equipment as the agent prefers.

5. Second, Plaintiff will suffer irreparable harm without a preliminary injunction. Allstate threatens to terminate the EA’s ability to bind business, or to terminate the EA’s agency altogether, if the EA does not implement AAV. At the same time, EAs are responsible for paying

for AAV and implementing it into their agencies. Allstate provides no functioning method to answer any question that EAs may have about implementing AAV. This is a dangerous combination of policies, with EAs potentially losing their livelihood because Allstate is actively breaching its contract with them and then refusing to pay for or help install AAV.

6. Third, Plaintiff has no adequate remedy at law for the injury. The only just remedy is for Allstate to adhere to the EA Agreement and allow EAs to manage their own agency systems and equipment. Monetary damages are an inadequate remedy where EAs face losing both their current and future livelihoods if they refuse to tolerate Allstate's breach; or even if they attempt to implement AAV but fail because Allstate offers practically no help or guidance on the implementation.

7. Finally, Plaintiff has a likelihood of success on the merits of the case. There is little doubt that Allstate is breaching the EA Agreement by forcing EAs to adopt AAV, and that this breach is material in nature. The Agreement clearly states that EAs are responsible for their own equipment and telephone systems, and this provision of the Agreement is a benefit to EAs. Indeed, although forcing EAs to use Allstate's VOIP system for telephonic communication is a breach in and of itself, Allstate does not stop there. Allstate also demands that the EAs pay for the costs associated with running AAV in their agency, with amounts easily running higher than those the EAs could pay an alternative provider of a communication network that works just as well. This mandate clearly contravenes the EA Agreement, and easily amounts to a material breach of that contract.

8. As well as all this, the balance of hardships to the Parties supports the grant of a preliminary injunction, and the preliminary injunction would have a positive impact on the

public. Defendant Allstate will not be harmed if EAs are permitted to employ their own means of telephonic communication within their agencies. Indeed, this is what the EA Agreement requires and how business has been done up to now, without issue. The EAs, on the other hand, have a lot to lose. As stated above, Allstate threatens termination of agencies if the AAV is not implemented, yet Allstate is unable to aid in the implementation. Allstate is also forcing the EAs to pay for the implementation and maintenance of the AAV itself. The public at large benefits from the injunction because it ensures that more agencies stay open in more areas, where they will be able to service the public's insurance needs.

### **Conclusion**

The Court should Plaintiffs Motion for Entry of Preliminary Injunction order Allstate to stop the forced implementation of AAV in EA agencies, because such forced implementation is a material breach of the EA Agreement and can potentially and reasonably result in EAs losing their agencies.

### **Prayer for Relief**

**WHEREFORE**, Plaintiff NAPAA respectfully requests that the Court grant Motion for Entry of Preliminary Injunction, enter an order preventing Allstate from continuing its forced AAV implementation program, and award any further relief that this Court deems just and proper.

August 20, 2021

Respectfully Submitted,

/s/ James Bopp, Jr.

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*Lead Counsel for Plaintiff*

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