

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF FAIRFAX

PAUL SHAO,

Plaintiff,

v.

Case No.: 2021-03802

Jury Trial Demanded

ALLSTATE INSURANCE COMPANY,

Defendant.

FILED
CIVIL PROCESSING
2022 OCT -7 P 1:18
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

**PLAINTIFF PAUL SHAO'S FIRST SET OF INTERROGATORIES TO
DEFENDANT ALLSTATE INSURANCE COMPANY**

Plaintiff Paul Shao ("Shao" or "Plaintiff"), by and through Pro Se Litigant and pursuant to Va. Sup. Ct. R. 4:8, hereby propounds its first set of Interrogatories to Defendant Allstate Insurance Company ("Allstate") and requests that Defendant answer each Interrogatory separately and fully in writing and under oath within twenty-one (21) days of service hereof.

INSTUCTIONS

In answering these Interrogatories, the following instructions shall apply:

1. Defendant shall answer each Interrogatory separately and fully in writing and under oath. In answering these Interrogatories, Defendant must furnish all requested information, including hearsay, not subject to a valid instruction, that is known by, possessed by, or available to Defendant or any of his attorneys, consultants, representatives, agents, employees, and all others acting on his behalf.

2. If Defendant is unable to answer fully any of these Interrogatories, Defendant must answer them to the fullest extent possible, specifying the reason(s) for Defendant's inability to answer the remainder, and stating whatever information, knowledge, or belief that Defendant has concerning the unanswerable portion.

3. If Defendant objects to any Interrogatories as calling for information that is beyond the scope of discovery, Defendant must, nevertheless, answer the Interrogatory or subpart to the extent that it is not objectionable.

4. If Defendant objects to any Interrogatories as calling for work product or information protected by the attorney-client privilege, Defendant should, in addition to the grounds for his objection:

- a. State the nature of the claim of privilege;
- b. State all facts relied upon in support of the claim of privilege or related thereto;
- c. Identify and describe the subject matter of all documents related to the claim of privilege;
- d. Identify all persons having knowledge of any facts related to the claim of privilege;
- e. Provide a description of each document withheld sufficient to validate the privilege claimed, including the date of each document, its author and all recipients; and
- f. To the extent not privileged, describe the subject matter of the document.

5. For each Interrogatory and subpart of each Interrogatory, if the information furnished in Defendant's answer is not within his personal knowledge, identify each person for whom the information is a matter of personal knowledge, if known.

6. Allstate hereby requests that Defendant supplement his answers to these interrogatories pursuant to Va. Sup. Ct. R. 4:1(e) in the event that, prior to final disposition in this matter, additional responsive information comes to the attention of, or becomes available to, Defendant, his attorneys, consultants, representatives, agents, or any other person acting on his behalf.

DEFINITIONS

The following terms shall have the meanings indicated:

1. "Documents" means or refers to all written, electronically stored (e.g., e-mails) or graphic matter of any kind or description however produced or reproduced, whether deleted, erased, destroyed, draft or final, original or reproductions, and all tangible things, specifically including but not limited to: writings, e-mails, drawings, graphs, charts, photographs, phone records, data compilations, letters, correspondence, memoranda, notes, memoranda of conversations, transcripts, desk calendars, appointment books, diaries, logs, telephone messages, notebooks, post cards, summaries or paraphrases of any of the foregoing or material similar to any of the foregoing, however denominated, which are in the possession, custody, or control of Defendant, or to which he can obtain access.
2. "Identify," or "identity," as used herein with reference to a document, shall mean to state its title or other form of identification, its date, its author and, if different, its signer or signers, their addresses, the persons to whom it was directed (including "cc" and "bcc" recipients), the type of document (e.g., letter, memorandum, chart, etc.), and its principal topics. If such document is no longer in Defendant's possession or custody or subject to Defendant's control, state what disposition (if any) was made of it, and identify all persons having current possession, custody, or control.
3. "Identify," or "identity," as used herein with reference to an individual shall mean to set forth his or her name, home address, home telephone number, whether employed, and if so, the name, address, and telephone number of his or her employer.
4. "Identify" or "identity," as used herein with reference to a corporation or other non-human entity shall mean to set forth its name, principal place of business, business address and business telephone number.
5. "Identify" or "identity," as used herein with reference to a communication, shall mean to identify the form of communication (e.g., telephone conversation, in-person conversation, written correspondence, facsimile, etc.), the persons or entities who took part in

the communication, the date, time and place of the communication, and any other persons present during the communication.

6. "Related to" or "relating to" means consisting of, referring to, pertaining to, reflecting, supporting, prepared in connection with, used in preparation for, or being in any way legally, logically, or factually connected with the matter discussed.

7. "Communication or contacts" refers to any transfer of information, ideas, opinions, or thoughts by any means, at any time or place, under any circumstances, and is not limited to written or verbal transfers between natural persons, but includes all other transfers, including, but not limited to, electronic transfers, transfers of information stored on computer disk or computer memory, and memoranda to file.

8. "Person" shall mean and include a natural person, individual, partnership, firm, labor organization, corporation, governmental body, or any kind of business or legal entity, its agents, or employees.

9. "And" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of these Requests any documents and other information which might otherwise be construed to be outside their scope.

10. When used in these Requests, the term "you" or "your" or "Allstate" shall mean Defendant Allstate Insurance Company, along with his representatives, agents, employees, predecessors, assignees, successors, and attorneys.

11. When used in these Requests, the term "Allstate" shall mean Allstate Insurance Company, and its officers, directors, employees, representatives, agents, predecessors, assignees, subsidiaries, affiliates, successors, and unless privileged, its attorneys.

12. When used in these Requests, the term "EA Agreement" means the contract entered into between Shao and Allstate effective August 1, 2015, titled "Allstate R3001S Exclusive Agency Agreement," including documents expressly incorporated therein as part of the contract: the Supplement for the R3001 Agreement, the Exclusive Agency Independent Contractor Manual, and the Allstate Agency Standards.

13. When used in these Requests, the term “Complaint” means the complaint that Shao filed against Allstate in the Fairfax County Circuit Court for Fairfax County, Virginia, styled *Paul Shao v. Allstate Insurance Company*, Civil Action No. 2021-03802.

14. Acronyms Used: Exclusive Agent (“EA”); Allstate R3001S Exclusive Agent Agreement (“EA Agreement”) which consists of “Main (main contract),” “Supplement (rules and regulations),” “Manual (rules and regulations),” and “Guide (IC rules and regulations);” Independent Contractor (“IC”); Independent Agent (“IA”); Allstate Business Objectives (“ABO”); and Termination Payment (“TPP”).

INTERROGATORIES

INTERROGATORY NO. 1:

Identify in detail the Allstate rules and regulations governing how Toni Shaner as a Sales leader and Recruiter for Allstate should conduct herself in marketing Allstate agencies to “recruitee” Shao, as set forth in Answer and Affirmative Defenses to Complaint ¶15.

ANSWER:

INTERROGATORY NO. 2:

Identify in detail the Allstate rules and regulations instructing Toni Shaner to explain clearly to “recruitee” Shao what TPP is and to discourage or forbid her to use the term “buy back” at multiplier 1.5 as a corollary to No. 1.

ANSWER:

INTERROGATORY NO. 3:

Identify in detail the Allstate rules and regulations instructing Toni Shaner to present in no ambiguous terms to “recruitee” Shao that some policies were condemned by Allstate in its TPP payment of zero dollar because they are non-eligible earned business (policies written prior to year 2000 by employee-agents) as a corollary to No. 1.

ANSWER:

INTERROGATORY NO. 4:

Define “non-eligible earned business.” And explain the rationale behind it.

ANSWER:

INTERROGATORY NO. 5:

Identify in detail the Allstate rules and regulations instructing Toni Shaner to present in no ambiguous terms to “recruitee” Shao that the production quota system ABO is a mandatory requirement for the EA agent as a corollary to No. 1.

ANSWER:

INTERROGATORY NO. 6:

Define the term “Exclusive Agency” used by Allstate in the title of the contract “Allstate R3001S Exclusive Agency Agreement,” signed both by Shao and Allstate.

ANSWER:

INTERROGATORY NO. 7:

Explain the statement, stated under Paragraph XX.E of Main contract, as follows: “The authority granted to you under this Agreement is nonexclusive. The term ‘Exclusive’ as used in the title of this Agreement refers to the obligations assumed by you under Section I.E.” Further explain what the obligations are assumed by the Company, if any, in using the term “Exclusive” as used in the title of this Agreement.

ANSWER:

INTERROGATORY NO. 8:

Explain in detail the statement under I.A, which says, “You are an independent contractor for all purposes and not an employee of the Company.” What demarcates an independent contractor from an employee of the Company in Allstate’s mind?

ANSWER:

INTERROGATORY NO. 9:

Define "Independent Contract." Could an IC have a production quota? Give examples from the insurance industry.

ANSWER:

INTERROGATORY NO. 10:

Identify in detail the Allstate rules and regulations which pay respect to the ownership of the private property. Not just the Allstate's sacred ownership of the private property, which was emphasized in the EA Agreement, but also the agents' ownership of the private property.

ANSWER:

INTERROGATORY NO. 11:

Identify in the EA Agreement the recognition by Allstate of Agents' sacred right of ownership of the economic interests of his/her book of business.

ANSWER:

INTERROGATORY NO. 12:

Identify in detail the Allstate rules and regulations governing Ann Smith's role as a sales leader and a recruiter in assistance her agents to acquire or to sell the economic interest of his/her book of business.

ANSWER:

INTERROGATORY NO. 13:

Identify in detail the Allstate rules and regulations restraining Ann Smith from asking the agent to sell his/her agency when the agent stated clearly to her that he/she does not want to sell the agency within two years.

ANSWER:

INTERROGATORY NO. 14:

Explain the statement made under Answer to Complaint ¶15, which says, “Allstate denies that Allstate Finance Company is a subsidiary of Allstate Insurance Company and also denies that Allstate Finance Company is an ‘affiliate’ of Allstate Insurance Company because the term ‘affiliate’ is not defined.” (Definitions from *Oxford Languages*: affiliate as verb “officially attach or connect (a subsidiary group or a person) to an organization; affiliate as noun “a person or organization officially attached to a larger body.”)

ANSWER:

INTERROGATORY NO. 15:

Explain in detail the term “time-barred” in the statement under Answer to Complaint ¶32/Fourth Affirmative Defense, which says, “To the extent Shao’s claims are based on allegations of fraud, they are time-barred.”

ANSWER:

INTERROGATORY NO. 16:

Identify in detail the Allstate rules and regulations for providing a due process hearing regarding grievance or forfeiture of the economic interest of a book of business. (Shao could not find an internal Allstate channels to air his grievances and had to write to CEO Mr. Wilson 5 times to have wrongs done to him be rectified.)

ANSWER:

INTERROGATORY NO. 17:

Identify in detail the Allstate rules and regulations governing Judy Tarelo-Cortes, Sr. Financial Analyst, in her step-by-step instructions on the transfer of the book of business from Brent Elliott to Shao in July-August 2015, as denied by Allstate in its Answer to Complaint ¶16.

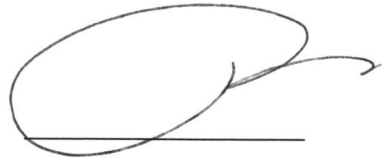
ANSWER:

Dated: October 7, 2022

Respectfully Submitted

PAUL SHAO,

Pro se litigant

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line and a small flourish to the right.

Paul Shao

9233 Lee Masey Drive,

Lorton, Virginia 22079

(202) 290-6300 Telephone

paulyshao@gmail.com

CERTIFICATE OF SERVICE

I certified that on October 7, 2022, a copy of the foregoing PLAINTIFF PAUL SHAO'S FIRST SET OF INTERROGATORIES TO DEFENDANT ALLSTATE INSURANCE COMPANY was filed with the clerk's office of the Court, emailed, and mailed to Defendant at the following address:

Bret C. Marfut
bmarfut@sayfarth.com
SEYFARTH SHAW LLP
975 F Street, N.W.
Washington, DC 20004-1454

A handwritten signature in black ink, appearing to be 'Paul Shao', written over a horizontal line.

Paul Shao