

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF FAIRFAX

PAUL SHAO,

Plaintiff,

v.

FILED
2022 OCT -7 P 1:18

JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

Case No.: 2021-03802

Jury Trial Demanded

ALLSTATE INSURANCE COMPANY,

Defendant.

PLAINTIFF PAUL SHAO'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS TO DEFENDANT ALLSTATE INSURANCE COMPANY

Plaintiff Paul Shao ("Shao" or "Plaintiff"), by and through *Pro Se* Litigant, and pursuant to Va. Sup. Ct. R. 4:9, hereby requests that Defendant Allstate Insurance Company ("Allstate") produce, within twenty-one (21) days of service hereof, each of the documents defined and described below for inspection and copying at the home of Paul Shao, 9233 Lee Masey Drive, Lorton, VA 22079; or, if consenting to email service of production of documents, please send to Shao at: paulyshao@gmail.com.

Instructions

In answering these Requests, the following instructions shall apply:

1. If Defendant objects to, or otherwise declines to respond to, any portion of a Request, please provide all documents called for by that portion of the Request to which Defendant does not object or to which Defendant does not decline to answer. If Defendant objects to a Request on the ground that it is too broad (i.e., that it calls both for documents which are relevant to the subject matter of the action and documents which are not), please provide such documents as are concededly relevant. If Defendant objects to a Request on the ground that to provide documents would constitute an undue burden, please provide such requested documents as can be supplied without undertaking an undue burden.

2. All objections or responses to these Requests which fail or refuse fully to respond to any production Request on the ground of any claim of privilege of any kind shall:

- 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.

3. These Requests are continuing in nature, and, pursuant to Va. Sup. Ct. R. 4:1(e), Defendant shall provide additional documents, by way of supplemental responses, as Defendant or any person acting on his behalf may hereafter obtain or become aware of, which will augment, modify or clarify the responses now given, or otherwise be responsive to any of these Requests.

4. These Requests are intended to cover all information and documents in Defendant's possession, custody, or control. If any document described in the Requests or responses thereto was, but no longer is in Defendant's custody or control, or in existence, state whether:

- a. It is missing or lost,
- b. It has been destroyed,
- c. It has been transferred, voluntarily or involuntarily, to others; or
- d. It has been disposed of otherwise.

In each instance, explain the circumstances surrounding such disposition and identify the person(s) directing or authorizing same, and the date(s) thereof, including but not limited to a

copy of the document retention policy. Identify each document by listing its author, the author's address, type of document, date, subject matter, present location(s) and custodian(s), and state whether the document (or copies) is still in existence.

5. If the requested document is known to exist, but the responding party does not possess or have custody or control over the document, it shall be so indicated along with the name of the person who has possession, custody, or control of the document.

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”).

REQUESTS

REQUEST NO. 1:

All documents relied upon or referred to by you in answering Shao’s First Set of Interrogatories.

RESPONSE:

REQUEST NO. 2:

All documents and communication between Ann Smith and the Allstate headquarter, as well as between Mr. Shapiro, Mr. Williams, and Mr. Wilson on the subject of “on the call today we were told that any termination notices that have been delivered will stand.” (3-16-20 email from Ann Smith to Shao, when he requested on the same day an extension of termination for two months.) This was referenced to in Answer to Complaint ¶13 with the statement, saying, “Allstate lacks knowledge or information sufficient to admit or deny the allegations contained in Paragraph 13, and denies them on that basis.” Now, shao had submitted to Allstate on 9-16-22 the 3-16-22 email of Ann Smith in response to Shao’s request of extension and Shao’s unanswered letter of 3-25-22 to CEO Mr. Wilson for an extension of termination. Allstate could admit the event and provide documents.

RESPONSE:

REQUEST NO. 3:

The November 2000 EA R3001 “independent contractor” contract as well as the contract given to the NOA (Neighborhood Office Agent) agent (employee agent) of the same time, when Allstate made the transformation of converting all employee-agents to “independent contractor” agent, so that we can know how Allstate define the differences between an independent-contractor-agent and an employee-agent. The request is relevant and necessary because we need to know how Allstate subjectively (as opposed to the objective standards practiced in the insurance industry) defines the differences between the two. We thus know whether the absence of ABO is a trademark of an independent contractor, even to Allstate.

RESPONSE:

REQUEST NO. 4:

All documents in support of Allstate’s legal rational of having the right to stop payments of commission to EA agent’s (thus Shao’s) economic interest of his/her book of business, which he/she paid a market price to own, after Allstate cancels the EA Agreement.

RESPONSE:

REQUEST NO. 5:

All contents on Gateway to inform agents on how to evaluate the value of an EA agencies from 2015 to 2020 as denied by Allstate in its Answer to Complaint ¶6.

RESPONSE:

REQUEST NO. 6:

All statistics and data on the number of EA agents being ABOed in 2019 and 2020 as partially denied by Allstate in its Answer to Complaint ¶11.

RESPONSE:

REQUEST NO. 7:

All statistics and data on the number of EA agents being ABOed from 2013 to 2018 as a corollary to No. 6.

RESPONSE:

REQUEST NO. 8:

All statistics and data regarding to the statement made under II.B of the Main contract, which says, "You will meet certain business objectives established by the Company in the areas of profitability, growth, retention, customer satisfaction and customer service," for Allstate Personal Insurance, Esurance, and Encompass as well as Shao Insurance Agency in the areas of profitability, growth, retention, customer satisfaction and customer service.

RESPONSE:

REQUEST NO. 9:

All statistics and data in loss ratio for Allstate Personal Insurance, Esurance, and Encompass as well as Shao Insurance Agency as a corollary to No. 8

RESPONSE:

REQUEST NO. 10:

All statistics and data in the areas of profitability, growth, retention, customer satisfaction and customer service for all agencies which were ABOed in 2019 and 2020 as a corollary to No. 8.

RESPONSE:

REQUEST NO. 11:

All statistics and data in loss ratio for all agencies which were ABOed in 2019 and 2020 as a corollary to No. 9.

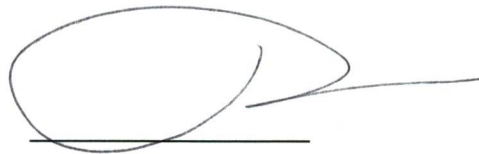
RESPONSE:

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 extending to the right.

Paul Shao

9233 Lee Masey Drive,

Lorton, Virginia 22079

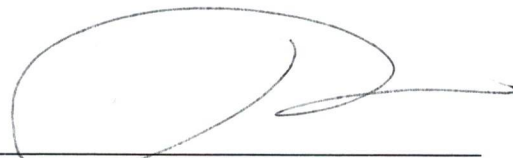
(202) 290-6300 Telephone

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 REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS 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



Paul Shao