26-6063 ORIGINAL

No. 26A229

Supreme Court, U.S.
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IN THE

SUPREME COURT OF THE UNITED STATES

Paul Shao,

Petitioner

v.

Allstate Insurance Company,

Respondent

ON PETITION FOR A WRIT OF CERTIORARI TO

THE UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT

PETITION FOR WRIT OF CERTIORARI

Paul Shao

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QUESTION(S) PRESENTED

1. Whether a court of appeals commits reversible error when it fails to give effect to a dispositive contract-interpretation argument that was properly raised and repeatedly briefed—namely, that the original Exclusive Agency Agreement contains no production quota and that Section XX.A expressly requires any modification to be made by a new written agreement stating that it modifies the Agreement—which Respondent never provided.

2. Whether a court may ignore or refuse to require authentication of case-law quotations that a party cannot locate in the cited authorities and that form the basis of a sanctions motion.

3. Whether false responses to Requests for Admission, later contradicted by the very individual whose statements were denied, and false representations concerning the employment status of proposed deponents, require correction or sanction when brought to the court's attention.

4. Whether a district court denies a party a fair opportunity to develop the record when it first authorizes specific depositions, then rescinds the subpoenas and denies a renewed request on procedural grounds shortly before the discovery deadline closes.

5. Whether a district court may permit the sealing or redaction of the operative contract whose interpretation is the central issue of the litigation during the period in which summary-judgment motions are decided.

List of Parties

A list of all parties to the proceeding in the court whose judgment is the subject of this petition is provided below. If a party is a corporation with a stock ticker symbol, that symbol is also included.

- Paul Shao
- Allstate Insurance Company (ALL)

Related Cases

- Shao v. Allstate Insurance Company, No. 1:23-cv-00809 (RDA/WEF), U.S. District Court for the Eastern District of Virginia. Judgment entered September 25, 2025.

- Shao v. Allstate Insurance Company, No. 25-2248, U.S. Court of Appeals for the Fourth Circuit. Judgment entered May 26, 2026.

- Shao v. Allstate Insurance Company, Nos. 24-1190 and 24-1204, U.S. Court of Appeals for the Fourth Circuit. Judgment entered October 22, 2024.

- Shao v. Allstate Insurance Company, No. 2023-7310, Circuit Court for Fairfax County, Virginia. Complaint filed May 12, 2023 (removed June 22, 2023).

- Shao v. Allstate Insurance Company, No. 2021-03802, Circuit Court for Fairfax County, Virginia. Complaint filed March 15, 2021 (nonsuit order November 16, 2022).

TABLE OF CONTENTS

Questions Presented i

Parties to the Proceeding ii

Table of Contents iii

Opinions Below 1

Jurisdiction 1

Statement of the Case 1

Reasons for Granting the Petition 2

I. The Courts Below Failed to Give Effect to the Dispositive No-Modification Clause in Section XX.A 2

II. Allstate's Counsel Presented Case-Law Quotations That Could Not Be Located and That the Courts Refused to Require Authenticated 4

III. Allstate Provided False Responses to Requests for Admission That Were Later Contradicted by the Individual Whose Statements Were Denied 5

IV. The District Court Denied Petitioner a Fair Opportunity to Conduct Court-Approved Depositions 5

V. The District Court Permitted the Sealing and Redaction of the Operative Contract 5

Conclusion 6

Appendix A-1 7

OPINIONS BELOW

The unpublished per curiam opinion of the United States Court of Appeals for the Fourth Circuit affirming the District Court's grant of summary judgment (App. A-1) was entered on May 26, 2026. The order denying rehearing (App. A-3) was entered on July 24, 2026. The mandate was issued on August 3, 2026 (App. A-5).

The District Court's Memorandum Opinion and Order granting Respondent's motion for summary judgment and denying Petitioner's partial motion for summary judgment (Dkt. 215) appears at App. A-7.

JURISDICTION

The judgment of the Court of Appeals was entered on May 26, 2026. A timely petition for rehearing was denied on July 24, 2026. The mandate was issued on August 3, 2026. This Court has jurisdiction under 28 U.S.C. § 1254(1).

STATEMENT OF THE CASE

Petitioner Paul Shao was an exclusive agent for Allstate under a written R3001S Exclusive Agency Agreement effective August 1, 2015 (App. B-1). The Agreement contains no production quota. Section XX.A expressly provides that any modification of the Agreement requires "a written agreement between the Company and you which expressly states that it modifies this Agreement." Allstate never provided such a written modification.

Petitioner's claims centered on Allstate's imposition of production quotas (including ABO requirements) without the required written modification, the handling of termination payments, and related issues of contract interpretation and discovery misconduct.

In the District Court, Petitioner raised the Section XX.A argument in his Motion for Partial Summary Judgment (Dkt. 158) and Response (Dkt. 193). He also moved for sanctions based on fabricated or unlocatable case-law quotations (Dkts. 11, 16, 26), false responses to Requests for Admission (Dkts. 94, 108), and the denial of court-approved depositions. The District Court granted Allstate's motion for summary judgment and denied Petitioner's partial motion (Dkt. 215) without giving effect to Section XX.A, the authenticity of the challenged quotations, the false RFA responses, or the practical denial of the approved depositions.

On appeal (No. 25-2248), Petitioner again briefed the Section XX.A issue in his Informal Opening Brief (Doc. 13), Revised Reply Brief (Doc. 29), and Petition for Rehearing (Doc. 34). The Fourth Circuit affirmed in an unpublished per curiam opinion that did not address the argument (App. A-1). Rehearing was denied (App. A-3).

This Petition follows.

REASONS FOR GRANTING THE PETITION

I. The Courts Below Failed to Address the Dispositive Contract Argument under Section XX.A

The Courts Below Failed to Give Effect to the Dispositive No-Modification Clause in Section XX.A

The original signed R3001S Exclusive Agency Agreement (App. B-1) contains no production quota. Section XX.A states in clear terms that the Agreement "may not be modified except by a written agreement between [Allstate] and [the agent] which expressly states that it modifies this Agreement." No other written statements, representations, or agreements will be effective to modify it. Allstate never provided such a writing.

Petitioner raised this argument in the District Court (Dkt. 158 at 9–10, 28–34; Dkt. 193) and repeatedly in the Court of Appeals (Informal Opening Brief, Doc. 13 at 20–21, 27, 31; Revised Reply Brief, Doc. 29 at 1, 14 ¶¶ 39–41; Petition for Rehearing, Doc. 34).

The District Court did not apply XX.A. Instead, it treated the incorporation and unilateral-amendment language in the Agreement (Dkt. 215 ¶ 7 and the provision incorporating the Supplement, EA Manual, and Agency Standards "as they may be amended from time to time") as sufficient to allow Allstate to impose and enforce the Allstate Business Objectives (ABOs) through the Manual without a separate modifying writing. See Dkt. 215 ¶¶ 16, 19 & nn.7, 10. That reading renders Section XX.A a nullity. Under settled principles of contract interpretation, a specific no-modification clause controls over a general incorporation-and-amendment provision, and any purported modification must still satisfy the express-writing requirement of XX.A.

The Fourth Circuit's unpublished opinion (App. A-1) is silent on the point. A court of appeals commits reversible error when it fails to address a properly raised, dispositive argument of contract interpretation. The plain language of Section XX.A controls under

Virginia law. The failure of both courts to give effect to that language leaves the central issue of the case unresolved and warrants this Court's review.

II. Allstate's Counsel Presented Case-Law Quotations That Could Not Be Located and That the Courts Refused to Require Authenticated

In the District Court, Allstate's counsel cited quotations from Bell v. Preferred Life Assurance Society and Church Hill Place Investments that Petitioner could not locate in the reported decisions. Petitioner moved for sanctions and requested that the Court require Allstate to provide the actual quotations (Dkts. 11, 16, 26; see also Letter to Chief Judge, Dkt. 38). The District Court denied the motions without requiring authentication (Dkts. 23, 30).

Petitioner renewed the issue on appeal. The Court of Appeals did not address it. A party's duty of candor to the tribunal requires that case-law quotations be accurate and verifiable. When a party cannot produce the quoted language and the court declines to require it, the integrity of the judicial process is compromised.

III. Allstate Provided False Responses to Requests for Admission That Were Later Contradicted by the Individual Whose Statements Were Denied

In response to Request for Admission No. 1, Allstate flatly denied that Glenn Shapiro was in his Fort Lauderdale vacation home from March 12, 2020 to late April 2020 and then in Longmeadow, Massachusetts until late August 2020 without returning to his Northbrook office (Dkt. 94-1 at PageID# 1200). Shapiro's own Supplemental Declaration later confirmed the facts Allstate had denied (Dkt. 94, Exhibit C).

Petitioner brought the contradiction to the District Court's attention in his Motion to Compel (Dkt. 94) and Motion for Sanctions (Dkt. 108; see also Letter to Chief Judge, Dkt. 100). The Court took no corrective action. Allstate's counsel also made false representations concerning the employment status of Richard Bosworth (deceased in 2019) and Robert Hopkins (employed by Northwestern Mutual by 2022) in an effort to invoke the Apex Doctrine (Dkt. 78; contradicted by Dkt. 80, Exhibits A & B).

False discovery responses that are later contradicted by the very individual whose statements were denied undermine the integrity of the discovery process and the fairness of summary judgment.

IV. The District Court Denied Petitioner a Fair Opportunity to Conduct Court-Approved Depositions

On February 5, 2024, the Magistrate Judge granted Petitioner's motion to depose five witnesses—Tim Beckner, Ann Smith, Maggie Wang, Bryan Reid, and Amy Ho—conditioned on compliance with Rules 26, 30, and 45 (Dkt. 82). The Court denied depositions of certain high-level executives under the Apex Doctrine.

Petitioner obtained leave to issue subpoenas for Ann Smith and Bryan Reid (Dkt. 97). The Clerk issued the subpoenas (Dkts. 101, 102). Six days later, the Court, on its own initiative, rescinded the leave and the subpoenas because they listed the courthouse as the location (Dkt. 104). Petitioner filed a renewed motion (Dkt. 103). One week before the extended discovery deadline of March 8, 2024, the Court denied the renewed motion without prejudice (Dkt. 124).

As a result, Petitioner never obtained the depositions of the witnesses the Court itself had approved, while the Court compelled Petitioner to sit for his own deposition (Dkt. 132). The Fourth Circuit dismissed Petitioner's interlocutory appeals of the discovery orders (Nos. 24-1190 & 24-1204, decided Oct. 22, 2024; App. A-9). The practical effect was a one-sided curtailment of discovery after the Court had already determined the depositions were relevant and proportional.

V. The District Court Permitted the Sealing and Redaction of the Operative Contract

The R3001S Exclusive Agency Agreement is the foundational contract whose interpretation controls every claim in this case (App. B-1). During the summary-judgment phase, Allstate repeatedly moved to seal or redact portions of the Agreement, its Supplements, the Exclusive Agency Manual, and related materials (Dkts. 163, 184, 196). Petitioner opposed the motions and filed a Notice of Discrimination (Dkt. 192), noting that Allstate had never sealed the same contract in prior agent litigation.

The District Court entered orders permitting limited sealing and redaction while the cross-motions for summary judgment were pending (including Dkt. 209). Key contractual language therefore remained partially unavailable on the public docket during the period in which the Court decided the motions that disposed of the case (Dkt. 215).

Judicial records may be sealed only upon a specific finding that a compelling interest outweighs the strong presumption of public access. Sealing or redacting the operative contract whose meaning is the central issue of the litigation is an extraordinary measure that undermines transparency and the fairness of the adjudicative process.

CONCLUSION

For the foregoing reasons, this petition for a writ of certiorari should be granted.

Respectfully submitted,

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Date: October 13, 2026

APPENDIX

A. Opinions and Orders of the Courts Below

A-1 Fourth Circuit Unpublished Opinion (May 26, 2026)

A-2 Fourth Circuit Order Denying Rehearing (July 24, 2026)

A-3 Fourth Circuit Mandate (August 3, 2026)

A-4 District Court Memorandum Opinion and Order (Dkt. 215)

A-5 Fourth Circuit Orders Dismissing Interlocutory Appeals (Nos. 24-1190 & 24-1204)

B. Key Contractual and Discovery Documents

B-1 R3001S Exclusive Agency Agreement (signed)

B-2 Excerpt of Section XX.A

B-3 Allstate's Response to Request for Admission No. 1 (Dkt. 94-1)

B-4 Supplemental Declaration of Glenn T. Shapiro

C. Selected District Court Filings

C-1 Plaintiff's Motion for Partial Summary Judgment (Dkt. 158) (relevant excerpts)

C-2 Order on Depositions (Dkt. 82)

C-3 Order Rescinding Subpoenas (Dkt. 104)

C-4 Notice of Discrimination regarding Sealing (Dkt. 192)