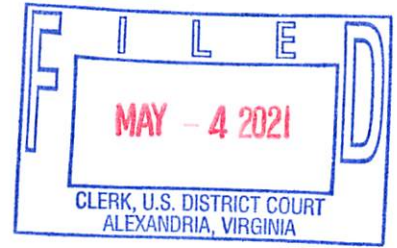


United States District Court  
Eastern District of Virginia  
Alexandria Division



PAUL SHAO,  
Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,  
Defendant.

Civil Action No. 1:21-cv-00482

Circuit Court for County of Fairfax Civil Action  
No. 2021-03802

**AFFIDAVIT OF PAUL SHAO ON THE EXCHANGES**  
**BETWEEN HIM AND MR. SCOTT HUMPHREY**

I, Paul Shao, do swear and depose as follows:

1. I am *pro se* litigant Paul Shao in the above-captioned action.
2. Attached to *Declaration of Paul Shao* and marked as Exhibit "1" is a true and correct copy of the email I sent to Mr. Scott Humphrey. The email summarizes the eleven-minute dialogue between us.
3. Attached to *Declaration of Paul Shao* and marked as Exhibit "2" is a true and correct copy of the Mr. Humphrey's email, which responded to my summary of our dialogue. Mr. Humphrey said, "Your summary is accurate with one minor exception."

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY ON THIS 4<sup>TH</sup> DAY OF MAY 2021.

PAUL SHAO,

*pro se* litigant

Paul Shao

9233 Lee Masey Drive,


Lorton, Virginia 22079  
(202) 290-6300 Telephone  
[paulyshao@gmail.com](mailto:paulyshao@gmail.com)

## CERTIFICATE OF SERVICE

I certified that on May 4, 2021, a copy of the foregoing Declaration of Paul Shao was filed with the clerk's office of the Court, emailed, and mailed to Defendant at the following address:

J. Scott Humphrey  
[shumphrey@seyfarth.com](mailto:shumphrey@seyfarth.com)  
SEYFARTH SHAW LLP  
233 S. Wacker Dr., Suite 800  
Chicago, IL 60606-6448

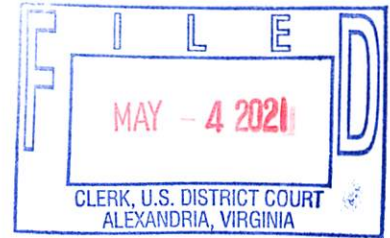
Renée B. Appel, Esq.  
[rapel@sayfarth.com](mailto:rapel@sayfarth.com)  
SEYFARTH SHAW LLP  
975 F Street, N.W.  
Washington, DC 20004-1454



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Paul Shao

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
DIVISION



PAUL SHAO

Plaintiff(s),

v.

Civil Action Number: 1:20-cv-00482

Allstate Insurance Company

Defendant(s).

LOCAL RULE 83.1(M) CERTIFICATION

I declare under penalty of perjury that:

No attorney has prepared, or assisted in the preparation of

① Motion to Remand and  
(Title of Document)

② Affidavit of PAUL SHAO on the  
Exchanges bet. HZM & Mr. Scott  
Humphrey

PAUL SHAO

Name of Pro Se Party (Print or Type)

[Signature]

Signature of Pro Se Party

Executed on: 5/4/2021 (Date)

OR

The following attorney(s) prepared or assisted me in preparation of

Declaration of Paul Shao  
(Title of Document)

Scott Humphrey

(Name of Attorney)

233 S. Wacker Dr, Suite 800, Chicago, IL 60606

(Address of Attorney)

312-460-5000

(Telephone Number of Attorney)

Prepared, or assisted in the preparation of, this document

PAUL SHAO

(Name of Pro Se Party (Print or Type)

[Signature]

Signature of Pro Se Party

Executed on: 5/4/2021 (Date)

# **EXHIBIT 1**



Paul Shao <paulyshao@gmail.com>

**Shao v. Allstate (State Ct. Case No. 2021-03802, Fed. Ct. Case No. 1:21-cv-00482)**

Paul Shao <paulyshao@gmail.com> Fri, Apr 30, 2021 at 10:22 PM  
To: "Humphrey, J. Scott" <SHumphrey@seyfarth.com>  
Cc: "Appel, Renee" <RAppel@seyfarth.com>, "Gregory, Lauren" <LGregory@seyfarth.com>, "Dolan, Mary Anne" <MDolan@seyfarth.com>

Hi Scott.

It is a great pleasure to have an eleven-minute conversation with you this morning at 9 a.m. I feel I should provide a summary as to what kind of information has been exchanged between us.

1. We exchanged pleasantries on my trip to Virginia Beach.
2. I hesitantly brought up the subject that I would bring up a future lawsuit against Allstate if I could locate a suitable attorney, maybe in 6-12 months. I mentioned that I wanted to sue Allstate for over three years. However, I was unable to find a suitable or reliable attorney to perform the task. Therefore, I go the route of *pro se* litigant for the present case.
3. I also brought up the subject matter that I had written 5 letters to our CEO Mr. Wilson in the past. My first letter consisted of 8 pages of text and over 50 pages of supporting documents on five or six matters. Mr. Wilson was truly kind. He did not respond to my letter. However, the five or six concerns of mine except one were all corrected within two weeks. That one concern, which was not dealt with, was that I had been forced within a couple months of my employment with Allstate to sign a reprimand by the regional sales leader without providing any evidence of what I had done wrong. It was an extremely humiliating experience for me. A big investigation was initiated and conducted by this leader; when no misdeed was found, I was still asked to sign a reprimand. I requested a due process so that I could clear my name. No due process was granted. Because of that, I had been "prosecuted (I admitted, when I uttered the word to you, it was the wrong word.)" or harassed by this sales leader to the very end until I exited Allstate.
4. I also pointed out that I was not permitted to postpone my termination during the height of the pandemic—March to May 2020—when we had no knowledge of what it was and had tremendous fear of that virus. I felt really upset on this decision of Allstate and expressed the wish to depose Mr. Terrence Williams asked him why he felt agent's life mattered so little to him if I had the ability to do so. I expressed regret that I lacked legal education and training to do a deposition.
5. I also brought up the case of Ann Smith, who drove my assistant away from me, which I described in the present complaint.
6. You said that we could not go back to have my agency back. The only solution was monetary compensation. I said I was a layman to conduct a negotiation with you. That would put me at a disadvantage.
7. For the present case, you asked: would I accept a settlement of \$30,000-\$40,000. I said no way. A settlement would prevent me from further lawsuit.
8. You then asked whether I would sign an affidavit prepared today by you, stating that my claim would not go over the sum of \$70,313.33. I said I would if there were no language forbidding me from future lawsuits. You said: if I signed the affidavit sent to me by you, you would send your consent to the court to return the present lawsuit back to the state court. I said Fine, I would do it today if there were no objectionable language in it. You reassured me that it would be simple and straightforward.
9. Before we hung up, we thanked each other, and you said the discussed affidavit would be sent to me today.

If this recount of mine is contrary to your memory or record of the events, please feel free to send me your comments.

Regards,  
Paul  
[Quoted text hidden]

# **EXHIBIT 2**



Paul Shao <paulyshao@gmail.com>

**Shao v. Allstate (State Ct. Case No. 2021-03802, Fed. Ct. Case No. 1:21-cv-00482)**

Humphrey, J. Scott <SHumphrey@seyfarth.com>

Sat, May 1, 2021 at 8:37 AM

To: Paul Shao <paulyshao@gmail.com>

Cc: "Appel, Renee" <RAppel@seyfarth.com>, "Gregory, Lauren" <LGregory@seyfarth.com>, "Dolan, Mary Anne" <MDolan@seyfarth.com>

Paul:

Your summary is accurate with one minor exception. I did not specifically offer \$30-40k to settle. Rather, I said that I did not have any settlement authority but was wondering if you thought \$30k-40k could settle this dispute. You are correct that you said no.

We will send you the affidavit on Monday.

Thanks and have a nice weekend.

Scott

**J.Scott Humphrey** | Partner | Seyfarth Shaw LLP  
233 S. Wacker Drive | Suite 8000 | Chicago, Illinois 60606-6448  
Direct: +1-312-460-5528 | Fax: +1-312-460-7528  
shumphrey@seyfarth.com | www.seyfarth.com



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