

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ALLSTATE LIFE INSURANCE COMPANY, :
 : Case No. 1:21-cv-908 (LJL)
Plaintiff, :
 :
v. :
 :
JAMES MOTA, :
 :
Defendant. :

ALLSTATE LIFE INSURANCE COMPANY'S
ANSWER TO DEFENDANT'S COUNTERCLAIM

Plaintiff, Allstate Life Insurance Company ("Allstate") answers Defendant James Mota's ("Defendant") Counterclaim as follows:

INTRODUCTION

1. This action arises out of the tortious interference and unfair competition towards Mota by Plaintiff Allstate Insurance Company ("Allstate").

ANSWER: Allstate admits Defendant filed his Counterclaim, but denies that Defendant is entitled to any of the relief sought in Paragraph 1 of the Counterclaim and denies that Allstate engaged in any wrongful acts that would entitle Defendant to the relief sought.

2. This Court has supplemental jurisdiction pursuant to 28 U.S.C. §1367 over Mota's claims arising under state law.

ANSWER: Allstate denies this Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over Defendant's claims arising under state law.

3. This Court has personal jurisdiction over Allstate because it engages in business activities in this state, and has asserted affirmative claims in this Court.

ANSWER: Admit.

4. Venue is proper in this District pursuant to 28 U.S.C. 1391 because Allstate is subject to personal jurisdiction in this District, and by bringing this action has consented to venue in this District.

ANSWER: Admit.

FACTUAL BACKGROUND

5. Mota's principal place of business is in Westwood, New Jersey.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations of this paragraph.

6. Allstate is, upon information and belief, incorporated in Delaware and Allstate's principal place of business is, upon information and belief, in Illinois.

ANSWER: Allstate is an Illinois corporation with its principal place of business located in Illinois.

7. Mota has been in the financial services industry for over 10 years.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations of this paragraph.

8. Prior to joining Allstate in May 2013, Mota worked as a broker for New York Life Insurance Company.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations of this paragraph.

9. Mota has a valued reputation in the industry because he conducts himself with the highest integrity. For that reason, when Mota joined Allstate, he refused Allstate's request that he target former clients at New York Life in order to bring them to Allstate.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations concerning Defendant's "reputation in the industry". Allstate denies the remaining allegations of this paragraph.

10. Mota has established good will with the clients and agents he has engaged with over the years.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations of this paragraph.

11. The good will established by Mota has substantial economic value.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations of this paragraph.

12. In the summer of 2019, Mota had discussions with Allstate representatives regarding the possibility of becoming an Allstate agent.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations of this paragraph as Defendant fails to identify with any reasonable particularity the person(s) with whom Defendant purportedly had “discussions”.

13. Allstate’s policies do not permit an Allstate financial specialists to also act as an “Allstate Agent,” as Allstate defines that term.

ANSWER: The allegations of this paragraph purport to recite the terms of a written document and therefore, Allstate denies the allegations and refers to the original or true copy of the complete document for an alleged accurate statement of the terms therein.

14. In anticipation of becoming an Allstate agent, Mota therefore began to look for his replacement as an Allstate financial specialist to ensure that there would be a smooth transition of his clients.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations of this paragraph.

15. Allstate representatives and management were aware of Mota’s decision to terminate his financial specialist relationship with Allstate as early as the summer of 2019.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations of this paragraph as Defendant fails to identify with any reasonable particularity the person(s) purportedly “aware” of Defendant’s decision..

16. As Mota’s discussions with Allstate regarding his purchase of an Allstate agency proceeded to the fall of 2019, the Allstate representative dealing with Mota, Ankur Charturvedi, renegeed on many of the promises and assurances that he had provided to Mota.

ANSWER: On knowledge and information, denied.

17. Mota therefore decided against becoming an Allstate agent and to instead continue his work as an Allstate financial specialist.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations of this paragraph.

18. At the time Mota decided against becoming an Allstate agent, he had already procured his replacement as an Allstate financial specialist.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations of this paragraph.

19. Allstate representatives and management were aware, as early as the fall of 2019, that Alan Weinstein would take over Mota's clients and Allstate customers and would service the Allstate agents that Mota had worked with.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations of this paragraph as Defendant fails to identify with any reasonable particularity the person(s) purportedly "aware" of Defendant's plans..

20. Mota notified his Allstate superiors of his decision to leave Allstate in November 2019 and again in December 2019.

ANSWER: On knowledge and information, denied.

21. On December 1, 2019, Alan Weinstein was approved an Allstate Financial Specialist to take over Mota's accounts.

ANSWER: On knowledge and information, denied.

22. On December 3, 2019, Mota sent a message to his Allstate supervisor, David Hull, requesting that Mr. Hull send a letter of reference to Prudential Insurance Company because Mota was interested in procuring a position at Prudential.

ANSWER: The allegations of this paragraph purport to summarize a message and therefore, Allstate denies the allegations and refers to the original or true copy of the complete message for an alleged accurate statement.

23. Mr. Hull sent the letter of reference as requested.

ANSWER: On knowledge and information, denied.

24. Throughout December 2019, Mota actively worked with Alan Weinstein to ensure the smooth transition of accounts.

ANSWER: Denied.

25. As part of his efforts to assist Mr. Weinstein, in December 2019, Mota downloaded and shared with Mr. Weinstein two lists containing customer information necessary for Mr. Weinstein to continue to service and renew accounts for Allstate.

ANSWER: Allstate admits only that Defendant accessed, downloaded and disseminated Allstate's customer information and denied the remaining allegations of this paragraph.

26. Mota officially resigned his position with Allstate on January 4, 2020. In his letter of resignation, Mota stated:

With all of this being taken into account, I formally submit this as a notice of my resignation as a Personal Financial Specialist with the Allstate Corporation effective January 10th 2020. In anticipation of this change and through communication with my last known chain of command, I have referred, trained and introduced a new financial professional to continue in my stead. This was a vital piece to my transition and not causing a disruption in my agency partner's financial business. We have already transitioned the business relationship and I am confident he can support the agency's needs.

ANSWER: The allegations of this paragraph purport to summarize a written correspondence and furnishes only a portion of the text and therefore, Allstate denies the allegations and refers to the original or true copy of the complete text for an alleged accurate statement.

27. In his letter of resignation, Mota advised Allstate that he had completed the transition of his accounts to Alan Weinstein. In fact, from the time of Alan Weinstein's approval as an Allstate Financial Specialist on December 1, 2019, Mota continued to work with Mr. Weinstein to provide him with leads, to transition accounts, and to introduce Mr. Weinstein with the agency partners he would be working with after Mota left Allstate.

ANSWER: The allegations of this paragraph purport to summarize a written correspondence and therefore, Allstate denies the allegations and refers to the

original or true copy of the complete correspondence for an alleged accurate statement. Allstate denies the remaining allegations of this paragraph.

28. Mota used the information that he downloaded in December 2019 for purposes of assisting Mr. Weinstein as alleged above, and for no other purpose.

ANSWER: Denied.

29. In concluding his letter of resignation to Allstate, Mota provided his personal cell number and his personal email address in the event Allstate needed to contact Mota.

ANSWER: The allegations of this paragraph purport to summarize a written correspondence and therefore, Allstate denies the allegations and refers to the original or true copy of the complete correspondence for an alleged accurate statement.

30. Despite being aware of Mota's departure from Allstate for months, and despite being aware that Mota intended to join Prudential upon his resignation from Allstate, Allstate failed to conduct an exit interview with Mota.

ANSWER: Denied.

31. After his departure from Allstate, Mota continued to assist Allstate financial specialists and Allstate agents in servicing Allstate clients and maintaining or acquiring new accounts.

ANSWER: Denied.

32. After Mota's departure from Allstate, Allstate sent numerous email messages to current and former Allstate clients, wherein Allstate misappropriated Mota's name and likeness and falsely represented that Mota was affiliated with Allstate.

ANSWER: Denied. To the extent Allstate sent correspondence that included Defendant's name, such action was unintentional and the result of a prescribed automatic communication previously authorized by Defendant that Defendant failed to cancel before departing Allstate.

33. Upon information and belief, Allstate sent hundreds, if not thousands, of such emails.

ANSWER: Denied. To the extent Allstate sent correspondence that included Defendant's name, such action was unintentional and the result of a prescribed automatic communication previously authorized by Defendant that Defendant failed to cancel before departing Allstate.

34. Allstate's sending of such emails was part of a larger anti-competitive practice, whereby Allstate sought to restrain any fair competition from Financial Specialists and others who had left Allstate.

ANSWER: Denied.

35. In furtherance of its anti-competitive practices, Allstate sent Mota a letter dated July 9, 2020, wherein Allstate falsely claimed that Mota had induced Allstate customers to cancel their coverage with Allstate and had misappropriated Allstate information.

ANSWER: The allegations of this paragraph purport to summarize a written correspondence and therefore, Allstate denies the allegations and refers to the original or true copy of the complete correspondence for an alleged accurate statement.

36. The July 9 Allstate letter was written by Allstate counsel, and demanded that Mota cease and desist from the falsely alleged misconduct and that Mota return Allstate property.

ANSWER: The allegations of this paragraph purport to summarize a written correspondence and therefore, Allstate denies the allegations and refers to the original or true copy of the complete correspondence for an alleged accurate statement.

37. Allstate's sudden request for the return of property, six months after Mota's resignation, and its claims of wrongful solicitation and misappropriation, were a sham, designed to chill Mota and other former Allstate Financial Specialists from continuing their legitimate work in the industry.

ANSWER: Denied.

38. Mota responded to the Allstate July 9 letter on or about July 11, 2020. In his response, Mota rejected every claim of alleged wrongdoing in the Allstate July 9 letter and demanded that Allstate provide evidence of Mota performing any of the actions alleged by Allstate.

ANSWER: The allegations of this paragraph purport to summarize a written correspondence and therefore, Allstate denies the allegations and refers to the original or true copy of the complete correspondence for an alleged accurate statement. To the extent the allegations contained in the referenced letter could be construed against Allstate, Allstate denies the same.

39. Allstate failed to provide any evidence of Mota's alleged wrongdoing and, to date, has failed to identify a single instance where Mota solicited any Allstate customer to terminate Allstate coverage.

ANSWER: Denied.

40. Mota also advised Allstate that it was continuing to send to Allstate clients correspondence that falsely represented that Mota was affiliated with Allstate.

ANSWER: Denied. To the extent Allstate sent correspondence that included Defendant's name, such action was unintentional and the result of a prescribed automatic communication previously authorized by Defendant that Defendant failed to cancel before departing Allstate.

41. With regard to Allstate's sham claim that Mota had not returned Allstate property, Mota advised Allstate that he had returned all materials provided to him by Allstate and that he had left all client folders in his office.

ANSWER: Denied.

42. Allstate has never even acknowledged Mota's response to the Allstate July 9 letter. Indeed, Allstate continued to send to Allstate clients correspondence that falsely represented that Mota was affiliated with Allstate, and ignored Mota's demand that Allstate specify the alleged wrongful solicitations.

ANSWER: Denied.

43. After Mota left Allstate, he requested that Allstate remove the software that it had installed on Mota's computer, as this software was interfering with Mota's computer operations.

ANSWER: Denied.

44. Mota contacted Allstate technical support on several occasions, but Allstate ignored these requests.

ANSWER: On knowledge and information, denied.

45. Throughout this time, Mota continued to receive calls and communications from Allstate clients. For any client that Mota knew was an existing Allstate customer, Mota would assist that client in connecting with the appropriate Allstate representative to service that client's needs.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations of this paragraph.

46. After Mota's departure from Allstate, Allstate agents and representatives contacted Mota for assistance in servicing Allstate clients.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations of this paragraph as Defendant fails to identify with any reasonable particularity the person(s) that purportedly "contacted [Defendant] for assistance".

47. Mota readily provided the assistance to his former colleagues because he had no intention of soliciting any of these clients for himself and he valued the good will and reputation he had in the industry and wanted to continue to grow those relationships.

ANSWER: On knowledge and information, denied.

48. Allstate continued to ignore Mota's communications and requests that Allstate remove the Allstate software from his personal laptop computer.

ANSWER: Denied.

49. By October 2020, Allstate had still never acknowledged any of Mota's communications. Accordingly, Mota arranged, at his own expense, to obtain the technical assistance to reinstall his Windows operating system so that his computer could function properly. This finally removed the Allstate software, however, Allstate continued to ignore Mota's

communications and continued to send to Allstate clients correspondence that falsely represented that Mota was affiliated with Allstate.

ANSWER: Denied.

50. Allstate subsequently sent to Mota a cease and desist letter dated October 19, 2020, which repeated Allstate's prior sham claims alleging Mota's wrongful solicitation and which failed to respond to Mota's July 10, 2020 response to Allstate.

ANSWER: The allegations of this paragraph purport to summarize a written correspondence and therefore, Allstate denies the allegations and refers to the original or true copy of the complete correspondence for an alleged accurate statement. Allstate denies it made any "sham claims" against Defendant.

51. Allstate's October 19 cease and desist letter again failed to specify a single Allstate client that had been wrongfully solicited by Mota.

ANSWER: The allegations of this paragraph purport to summarize a written correspondence and therefore, Allstate denies the allegations and refers to the original or true copy of the complete correspondence for an alleged accurate statement.

52. Mota once again provided a detailed response to Allstate's cease and desist, via his October 22, 2020 letter.

ANSWER: The allegations of this paragraph purport to summarize a written correspondence and therefore, Allstate denies the allegations and refers to the original or true copy of the complete correspondence for an alleged accurate statement.

53. In his October 22 letter, Mota noted Allstate's failure to not only respond to his July 10, 2020 letter that addressed Allstate's concerns, but also to Allstate's continuing failure to respond to Mota's complaint that Allstate had continued to use Mota's name and, as part of Allstate's wrongful efforts to solicit business in Mota's name, continued to falsely represent that Mota was affiliated with Allstate after he had left the company.

ANSWER: The allegations of this paragraph purport to summarize a written correspondence and therefore, Allstate denies the allegations and refers to the original or true copy of the complete correspondence for an alleged accurate

statement. To the extent Allstate sent correspondence that included Defendant's name, such action was unintentional and the result of a prescribed automatic communication previously authorized by Defendant that Defendant failed to cancel before departing Allstate.

54. As to Allstate's allegation that Mota wrongfully download information, Mota explained the reason for the download of information prior to his departure in January 2020.

ANSWER: Denied.

55. As stated above, and as Mota advised Allstate in his response, Mota downloaded the information solely for the purpose of sharing that information with his successor, Alan Weinstein, to assist Weinstein in taking over Mota's accounts.

ANSWER: Denied.

56. Allstate never engaged in a good faith investigation of the facts alleged in its October 20th cease and desist or in the Complaint herein before filing this lawsuit, as evidenced by the fact that Allstate never contacted its employee, Weinstein, to confirm the accuracy of the assurances provided by Mota.

ANSWER: Denied.

57. In fact, Allstate has pursued its claims here despite having been provided with a statement from Weinstein attesting to Mota's efforts to assist Weinstein in retaining Allstate clients and servicing Allstate agents.

ANSWER: Allstate lacks sufficient knowledge to admit or deny the allegations of this paragraph as it is directed to a third party's, Defendant's, intended efforts.

58. In his response to Allstate's October 20, 2020 cease and desist letter, Mota also confirmed and reasserted that he has not solicited Allstate clients and that he has not used any confidential Allstate information.

ANSWER: The allegations of this paragraph purport to summarize a written correspondence and therefore, Allstate denies the allegations and refers to the original or true copy of the complete correspondence for an alleged accurate

statement. To the extent the allegations contained in the referenced response could be construed against Allstate, Allstate denies the same.

59. Mota also again advised Allstate that it was continuing to falsely represent that Mota was affiliated with Allstate.

ANSWER: Denied.

60. As of October 20, 2020, Allstate continued to use Mota's name and image in its campaign to harm Mota and to wrongfully benefit by its misappropriation.

ANSWER: Denied. To the extent Allstate sent correspondence that included Defendant's name, such action was unintentional and the result of a prescribed automatic communication previously authorized by Defendant that Defendant failed to cancel before departing Allstate. Allstate immediately ceased use of Defendant's name once known and confirmed.

61. Mota also advised Allstate that clients who had contacted him for new business or services were immediately referred to his replacement or to the area's financial services manager.

ANSWER: Denied.

62. Again, Allstate could have readily verified this information, on its own, by simply speaking to its own agents before filing suit. However, Allstate failed to do so in violation of its obligations under Rule 11 of the Federal Rules of Civil Procedure.

ANSWER: Denied.

63. Mota also disputed Allstate's contention that Mota suddenly resigned from Allstate. As Allstate is aware, before and after his departure, Allstate knew where Mota was working and in what capacity.

ANSWER: Denied.

64. In his response to Allstate's October 20, 2020 cease and desist letter, Mota specifically advised Allstate that if "there is any specific issue or client that remains a concern please let me know, because I am certain I can satisfy that concern."

ANSWER: The allegations of this paragraph purport to summarize a written correspondence and therefore, Allstate denies the allegations and refers to the original or true copy of the complete correspondence for an alleged accurate statement. To the extent the allegations contained in the referenced response could be construed against Allstate, Allstate denies the same.

65. Allstate has never responded to that request by Mota. Instead, Allstate has continued its sham tactics of attempting to chill legitimate competition by sending the cease and desist letters and then filing this suit, without any legitimate factual basis.

ANSWER: Denied.

**FIRST COUNT OF THE COUNTERCLAIM
UNFAIR COMPETITION**

66. Mota incorporates by reference and realleges the foregoing paragraphs as if set forth herein.

ANSWER: Allstate incorporates by reference its answers to the foregoing paragraphs as if sully set forth herein.

67. Because of Allstate’s conduct towards Mota and other former employees as described in these Counterclaims, including for example, its practice of threatening or suing former employees without a proper basis, Allstate is chilling legitimate competition.

ANSWER: Denied.

68. Upon information and belief, Allstate also is aware of the chilling effect that such “cease and desist” letters have on the ability of Allstate former employees to compete with Allstate.

ANSWER: Denied.

69. Allstate has also unfairly competed against Mota and other former employees by its continued misappropriation of their name and likeness and false representations that Mota, and other former Financial Specialists, are affiliated with Allstate after their termination of employment.

ANSWER: Denied. To the extent Allstate sent correspondence that included Defendant’s name, such action was unintentional and the result of a prescribed automatic

communication previously authorized by Defendant that Defendant failed to cancel before departing Allstate. Allstate immediately ceased use of Defendant's name once known and confirmed.

70. Allstate has unfairly competed against Mota by threatening litigation for violating a "covenant not to compete" when Allstate is well-aware of the fact that Mota is not subject to any such covenant.

ANSWER: Denied.

71. Allstate has acted in bad faith, and seeks to punish its former employees, such as Mota, for leaving Allstate and seeks to restrain competition unlawfully.

ANSWER: Denied.

72. Allstate's unfair competition has harmed Mota and continues to cause and will continue to cause Mota injury.

ANSWER: Denied.

73. Mota is entitled to a disgorgement of Allstate's profits as a result of Allstate's conduct, plus all other compensatory, consequential and punitive damages, in an amount to be determined at trial.

ANSWER: Denied.

**SECOND COUNT OF THE COUNTERCLAIM
MISAPPROPRIATION OF MOTA'S NAME AND IMAGE**

74. Mota incorporates by reference and realleges the foregoing paragraphs as if set forth herein.

ANSWER: Allstate incorporates by reference its answers to the foregoing paragraphs as if sully set forth herein.

75. As alleged above, Allstate has misappropriated Mota's name and image as part of its false representations to Allstate customers that Mota remained affiliated with Allstate after January 10, 2020.

ANSWER: Denied. To the extent Allstate sent correspondence that included Defendant's name, such action was unintentional and the result of a prescribed automatic communication previously authorized by Defendant that Defendant failed to cancel before departing Allstate. Allstate immediately ceased use of Defendant's name once known and confirmed.

76. Allstate continued its wrongful conduct even after Mota, on multiple occasions, notified Allstate of its actions.

ANSWER: Denied.

77. On April 5, 2020, Allstate sent an email to "Vladimir" and used Mota's name and represented to this customer that Mota was working for Allstate when Mota had in fact resigned several months earlier.

ANSWER: Denied. To the extent Allstate sent correspondence that included Defendant's name, such action was unintentional and the result of a prescribed automatic communication previously authorized by Defendant that Defendant failed to cancel before departing Allstate. Allstate immediately ceased use of Defendant's name once known and confirmed.

78. Allstate repeated its conduct on June 16, 2020 in an email to "Sean", and again on September 30, 2020 in an email to "Joseph".

ANSWER: Denied. To the extent Allstate sent correspondence that included Defendant's name, such action was unintentional and the result of a prescribed automatic communication previously authorized by Defendant that Defendant failed to cancel before departing Allstate. Allstate immediately ceased use of Defendant's name once known and confirmed.

79. Allstate has admitted, via an email from Brittany Cleere on October 22, 2020, that from the time of Mota's resignation Allstate continued to use Mota's name and image as part of Allstate's "drip campaign" to profit from Mota's name and image.

ANSWER: Denied. To the extent Allstate sent correspondence that included Defendant's name, such action was unintentional and the result of a prescribed automatic communication previously authorized by Defendant that Defendant failed to cancel before departing Allstate. Allstate immediately ceased use of Defendant's name once known and confirmed.

80. Allstate used Mota's name and image for commercial purposes and without authorization to do so.

ANSWER: Denied. To the extent Allstate sent any correspondence that included Defendant's name, such action was unintentional and the result of a prescribed automatic communication previously authorized by Defendant that Defendant failed to cancel before departing Allstate. Allstate immediately ceased use of Defendant's name once made known and confirmed.

81. Allstate's actions have caused Mota damages, and have unjustly enriched Allstate who has marketed and obtained business based upon its wrongful misappropriation of Mota's name and image.

ANSWER: Denied.

82. Allstate's actions were directed towards Mota in New Jersey and caused Mota harm in New Jersey by Allstate's profiting from the goodwill of Mota and misleading customers that might have otherwise sought Mota's services into believing that Mota was affiliated with Allstate.

ANSWER: Denied.

83. Allstate's actions were directed towards Mota in New York and caused Mota harm in New York by Allstate's profiting from the goodwill of Mota and misleading customers that might have otherwise sought Mota's services into believing that Mota was affiliated with Allstate.

ANSWER: Denied.

84. Allstate's conduct is in violation of New York Civil Rights Law Sections 50 and 51, because Allstate has used Mota's "name, portrait or picture for 'advertising' or 'trade' purposes without prior written consent."

ANSWER: Denied.

85. Allstate has acted willfully and maliciously and with a disregard for Mota's rights.

ANSWER: Denied.

**THIRD COUNT OF THE COUNTERCLAIM
BAD FAITH CLAIM UNDER THE DEFEND TRADE SECRETS ACT**

86. Mota incorporates by reference and realleges the foregoing paragraphs as if set forth herein.

ANSWER: Allstate incorporates by reference its answers to the foregoing paragraphs as if sully set forth herein.

87. As alleged above, Allstate has brought its claim under the Defend Trade Secrets Act in bad faith. As a result of Allstate's conduct, Mota had been damaged.

ANSWER: Denied.

88. Mota is therefore entitled to his attorneys' fees, costs, and such other relief as the Court deems proper.

ANSWER: Denied.

WHEREFORE, Allstate respectfully requests that this Court dismiss Defendant's Counterclaim, with costs, attorneys' fees and such other relief as this Court deems necessary and proper.

Respectfully submitted,

/s/Anna S. Morrissey

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Counsel for Allstate Life Insurance Company

CERTIFICATE OF SERVICE

I certify that on the 12th day of January, 2022, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF system for filing and transmittal of Notice of Electronic Filing.

*/s/Anna S. Morrissey*_____

Counsel for Allstate Life Insurance Company