

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF FAIRFAX

PAUL SHAO,

Plaintiff,

v.

Case No.: 2021-03802

Jury Trial Demanded

FILED
CIVIL PROCESSING
2022 SEP 16 A 11:13
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

ALLSTATE INSURANCE COMPANY,

Defendant.

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

INTERROGATORY NO. 1:

Identify in detail how, from whom (or what documentary source), and when you learned “the standard way of calculating the value (thus the price) of an Allstate agency” as set forth in Paragraph 6 of the Complaint.

ANSWER:

In Allstate’s agency computer platform Gateway, there was a platform page which taught agents how to evaluate the market value of Allstate Books of Business. The formula was there. The page was available in 2015, when I wanted to buy an agency and available in 2019, when I wanted to sell mine. I was first shown by a prospective seller (whose name I cannot recall right now), with whom I had an interview and who was introduced to me by Toni Shaner, who served both as an administrator and as an agent in marketing agencies. She had said that I could have reviewed the Gateway info on market value of agencies with agent Jeff Shi, who introduced me to Toni. I would say that Allstate had set the standard for calculating the value of an agency.

Furthermore, the Formula is universal in the sense that everyone in the industry uses the formula to calculate the value of a book of insurance policies. I knew the formula long before my association with Allstate. When one says multiplier x, one refers to this formula. Allstate use multiplier 1.5 for TPP.

INTERROGATORY NO. 2:

Identify each of the “various ways” you allege Ann Smith told you “Allstate could reduce... the payments to the terminated agent to leave him penniless” during the January 4, 2019 meeting referenced in Paragraph 9 of the Complaint.

ANSWER:

She pointed at the printouts of my book of business and of my loan with Allstate, indicating my loan amounts might exceed my book value. At the time I did not understand what she meant. I did not know enough about TPP. However, when I read later the case of *Nocella et al. v. Allstate et al.*, I came fully to understand what she had meant. At the time of Mr. Nocella's termination, Allstate was allegedly only willing to pay him \$98,325.74 as TPP payment for his economic interest of a \$5.1 million book of business with super loss ratio and retention. The market value of such a book was worth at least \$1.6 million. Allstate gave him the deadline day of 7/1/18 to sell his book. He finally sold the book for \$1.6 million on 8/15/18. (Case No. Case 2:18-cv-01995-ADS-AYS Doc. 23 Ex. A, B at 888-901 (E.D. NY 08/24/18)) His attorney's speedy filing earned him additional 45 days to market his book to receive, in the end, a decent market value. Mr. Nocella would indeed be penniless after the TPP forced upon him by Allstate.

INTERROGATORY NO. 3:

Explain in detail exactly why you contend that Ann Smith bringing you a potential buyer for the economic interest in your Book of Business was a "bad faith act" as alleged in Paragraph 10 of the Complaint.

ANSWER:

I wrote a length email to Ann Smith on 9-3-19, in which I had brought up the subject of bringing me a potential buyer. Let me quote below, "Now let us go back to your 12/13/2017 email, asking me to meet with your buyer. I usually returned emails within 24 hours. But I found it difficult to do so with your email. I pondered 6 days over one weekend to think through the matter. I had deep fear. My fear did not stem from your administration power. I had gathered enough materials to protect myself legally. I had an Achilles' heel, i.e., my ailment of sleep apnea. Since my letter to Mr. Wilson, I have had great improvements of my ailment by meditation, regular exercises, and the change of diets. I have been on my way to a recovery of some sort. On some nights I registered 0% in sleep apnea on C-PAP. I started enjoying life. My fear was that, if I said NO to you like last time in October 2017, you would create a similar hostile working environment for me and wiped out all the progress I made in healing my sleep apnea wounds. I tried to ask my old friend Lena Sun to serve as a cushion to your demand of sales. (Lena has been a very successful loan officer and has the desire to own an insurance agency. I had promised I would teach her if she has ever decided to carry out her wishes. She had pressured her husband to buy a large life insurance from me, when I started the agency in 2015; and she had from time to time providing me referrals of homeowners polices.) To safeguard my security from harms coming from you, I brought Mr. Wilson into the picture by quoting his saying, which is, "In Mr. Wilson's 'Happy Holidays!' greetings, he feels such a blessing to be a member of Allstate, which consists of people who are 'fair, caring and respect for others.' I second to this touching sentiment." (Doc. 4.) I received an out of the office response from you, which might indicate that you had second thought on the matter. (Doc. 5.) And then the day before Christmas, I received a message from you wanting to go ahead, and scheduling for January 4, 2019, the meeting with Maurice in the afternoon and with Lena in the morning. (Doc. 6.) The afternoon meeting was brutal. That was the only word to describe it."

(My 2nd letter, dated 9-3-19, to Mr. Wilson is very short. The letter's first attachment, which was my email to my supervisor, Ann Smith, was rather long – over 5 pages — the email and letter were sent at the same day, 9-3-19, almost a year and three months after my first letter. The content of the email was also meant for Mr. Wilson's eyes.)

INTERROGATORY NO. 4:

Describe what the term “ABOed” means as used in Paragraph 11 of the Complaint.

ANSWER:

Agency Business Objectives, which is a production quota for termination, if not met. There is no production quota in the Manual prior to 2013, when and when only a vague reference of ABO was put inside the Manual. The requirements were rather vague term in 2013 and not acted upon in the sense that no notice was sent to agents of this requirement and there was no report of agent being terminated because of ABO. But the quota system was executed with specific details and rigid timeline since 4-2019 in an unprecedented blanket manner. It meant to terminate a vast amount of agents. Hundreds of agents became casualty or carnage of this act of Allstate.

The title of our contract is: “Allstate R3001S Exclusive Agency Agreement.” Which means that Allstate announces to world that it is going to follow the norm and tradition of EA practices, which have had at least 70-80 years of history prior to Allstate adopted the term. State Farm exemplifies the norm and tradition of exclusive agency in the industry. State Farm does not have P&C production quotas.

INTERROGATORY NO. 5:

Identify any and all provisions in the EA Agreement you contend support the allegation that “[o]nce ABOed, Allstate would, if an agency were terminated, pay the agency owner what is called a Termination Payment (TPP), which it is contractually obligated to pay...” as set forth in Paragraph 11 of the Complaint.

ANSWER:

Here you are:

“Termination of R3001 Agreement EA R3001 Manual starting page 32

Transfer of Economic Interest

Before transferring your economic interest in the business or your interest in this Agreement, you have the obligation and sole responsibility to (i) repay any business loan secured by your rights and economic interest in the business, whether with the proceeds from such transfer or not; (ii) satisfy prior to transfer any obligation you owe to the Company or lien held by the Company on your economic interest; and (iii) disclose to any transferee or purchaser of the business (a) the existence of such business loan, including any lien, security interest, or other encumbrance related to such loan, or obligation to repay and, if applicable, your intention to repay such business loan with the proceeds of such sale or transfer; and (b) any obligation you owe to the Company or lien held by the Company that must be satisfied prior to the transfer of your economic interest.

Agent Initiated Termination –you can request less than 90 days

You must give Allstate ninety (90) days' written notice in order to terminate the R3001 Agreement. You are not required to give ninety (90) days' notice of termination if both Allstate and you **mutually agree** to a shorter time period.

Company Initiated Termination.

If terminated for ABO you are allowed to keep office open and you are paid as normal thru the date of termination. TPP calculation starts at that date and not the date notified.

Outlined below are the guidelines that apply in situations in which the Company has given ninety (90) days' notice of termination, with or without cause, and **has requested that you immediately cease representing the Company:**

- You may elect to transfer your interest in the book of business serviced by your agency to an approved buyer, or to receive a termination payment from the Company, subject to the terms and conditions set forth in the **R3001 Agreement, this Manual, and the Supplement**. If such election is not made or the economic interest is not transferred to an approved buyer within 90 days of notice of termination of the R3001 Agreement (or such longer period within the Company's discretion), the termination payment will be processed.

- The Company will service the book of business until the ninety (90) day notice period expires

Note: When the Company has requested that you immediately cease representing the Company, approval of a buyer will also be conditional on the agreement that you will not have any involvement or ownership interest in the buyer's agency following the sale

- The Company will service the book of business until the ninety (90) day notice period expires (or the first day of the following calendar month if the termination date of the R3001 Agreement is other than the last day of the month), unless the Company has agreed to allow one or more Licensed Sales Professionals (LSPs) in your agency to service the business.

Note: If your agreement is terminated immediately for cause, approval of a buyer will also be conditional on the agreement that you will not have any involvement or ownership interest in the buyer's agency following the sale

- **You will cease representing Allstate immediately.** The Company will service the book of business from the effective date of termination and for three full calendar months after the first of the month following the date of the termination, or until you elect to accept the termination payment, or until the date a sale of your interest in the book of business to an approved buyer is effective, whichever is earliest. **There will be no commissions paid during the service period, other than the final commission check, except as noted below.**

- During the service period, the Company in its sole discretion will determine the manner in which service will be provided.

• **You may make a request to allow the agency location to remain open.** This request will only be approved in situations where closing the office location would cause significant undue hardship to the business. One or more LSPs will need to be approved to service the business in your agency during the service period. **(if approved you will get renewals commissions to pay staff and keep the agency opened for SERVICE only)**

. However, please note that your appointments with the Company will be terminated immediately. The following must also be agreed to by you through a **Letter of Understanding prior to allowing the agency location to remain open:**

- 1. You will not be permitted to work in the agency location during this service period**
- 2. You will be responsible for all expenses to run the agency, including compensation for the LSPs servicing the business during this period**

Payment after Termination

- You, or your legal representative, will be paid for new and renewal business processed **up to the date of termination** of the R3001 Agreement, except were prohibited by state law due to loss of any required agent or agency license
- You, or your legal representative, **will receive one more commission check(s)** after termination of the R3001 Agreement, for business processed up to the termination date, except as noted above under Automatic Termination

6.0 Eligibility/Recovery of Bonus Compensation Upon Termination for Cause

Beginning with the 2019 bonus program year3, if the Company has terminated the R3001 Agreement immediately for cause, an Agent shall not be eligible for Bonus Compensation starting with the year in which the incident occurred that led to the termination through the year in which the Company has terminated the R3001 Agreement immediately for cause. Such Agent shall be obligated to repay to the Company the amount or value of any and all Bonus Compensation (i.e. bonuses, incentives, awards, prizes and other remuneration based on performance), paid or awarded to the Agent. The Company may offset the amount of Bonus Compensation from any payment due to the Agent from the Company including, without limitation, the Termination Payment provided for in this Supplement.

The below is from the R3001 Supplement which starts on page 19

3.0 Eligible Business -THE TPP date TC is to use

Production compensation for the month in which the R3001 Agent terminates will be included in the Termination Payment **only** if the R3001 Agent's agreement is terminated on the last calendar day of the month. **Otherwise, the prior 12 full calendar months' production compensation will be used.**

5.0 Termination Payment Calculation This is in the R3001 Supplement and details exactly how and what is included. Read carefully.”

However, in my view TPP is an act of appropriation, which violates the sacred nature of the ownership of the economic interest of the book of business. TPP is not a “buy back,” as presented to me by Toni Shaner. Please see answers to No 15, and Request for Admission No. 16.

INTERROGATORY NO. 6:

Explain in detail the reason(s) you sought to sell the economic interest in your Allstate Book of Business.

ANSWER:

I was ABOed and scheduled to be terminated.

INTERROGATORY NO. 7:

Identify all qualified buyers and/or potential qualified buyers you located for the economic interest in your Allstate Book of Business following termination of the EA Agreement.

ANSWER:

Outside buyers: Catherine Lee and Amy Ho.

Inside buyer: Agent Ahmed Taha

INTERROGATORY NO. 8:

Describe in detail any and all efforts you made to locate the buyers and/or potential buyers identified in response to Interrogatory No. 7.

ANSWER:

Outside buyers: Catherine Lee and Amy Ho.

Inside buyer: Agent Ahmed Taha

INTERROGATORY NO. 9:

Of the buyers and/or potential buyers identified in response to Interrogatory No. 7, name all those you brought to Allstate’s attention.

ANSWER:

All three candidates were brought to Allstate’s attention.

INTERROGATORY NO. 10:

Of the buyers and/or potential buyers identified in response to Interrogatory No. 9, state for each: (a) whether he or she was approved by Allstate to move forward with a potential sale; and (b) your understanding of the reason(s) behind Allstate's decision whether or not to move forward.

ANSWER:

Catherine Lee was unhappy with the way she was vetted by Allstate and withdrew herself from being a candidate to purchase my agency.

Amy Ho was disqualified because she was unable to obtain the required insurance licenses in the timeframe set by Allstate.

Agent Ahmed Taha told me that his leader Toni Shaner had said to him that Allstate would not approve his pursuit of buying my agency.

Do not want to fathom "the reason(s) behind Allstate's decision whether or not to move forward."

INTERROGATORY NO. 11:

Explain in detail the reason(s) why you "realized that [you were] at the end of the road to acquire a buyer for [your] agency" as alleged in Paragraph 14 of the Complaint.

ANSWER:

When I wanted to buy an Allstate agency in 2015, there were very limited for sale agencies available, about 7 to 8 in the entire Northern Virginia area. When I wanted to sell in 2019-20, there were hundreds of agencies begging for buyers because of the Transformation Program. It is like 2008-09 when the entire neighborhood was littered with for sale signs, and you knew the chance of selling your house was close to nil. Allstate had created a 2008-like milieu of selling market for the agencies. Because Allstate wanted to foreclose or to take over agent's agency in a massive scale with minimum payments.

INTERROGATORY NO. 12:

Explain why the formula set forth in Paragraph 6 of the Complaint should have applied to calculate the amount of TPP you were owed, as alleged in Paragraph 18 of the Complaint.

ANSWER:

It is not I who wanted to apply the formula to calculate the amount of TPP as the value of my agency. It is Allstate who did that. When Allstate used the multiplier 1.5, it referred to this formula, which is a universal formula of our industry to calculate the value of an agency, as I have explained above under Interrogatory No. 1.

INTERROGATORY NO. 13:

Explain in detail your understanding of the definition of "eligible earned premium"

versus “non-eligible earned premium” in the context of TPP calculation.

ANSWER:

I don't. If you would like to enlighten me on the subject matter, I am in your debt.

INTERROGATORY NO. 14:

Identify any and all efforts by Toni Shaner you allege amount to hiding “the insider information of who had produced or written the initial policy in terms of an employee salesperson or an independent contractor salesperson” as alleged in Paragraph 26 of the Complaint.

ANSWER:

It is Toni Shaner's non-effort or silence or non-transparency or concealment of the fact that Allstate, when TPPed on me, would refuse to pay me a dime of a vast sum of policies I purchased. Toni acted as an agent in my purchase of Brent Elliott's agency, and she owed me the fiduciary duty of care, loyalty, and candor to inform me the “defect (at least in the eyes of Allstate)” of some policies I purchased, even though Allstate paid her the commission. In real estate transaction, the seller pays the commission to all agents, but the buy agent still owes the buyer the fiduciary duty of care, royalty, and candor. In this case, the overlord Allstate paid the commission to Toni. This fact should not negate that she owed me the fiduciary obligation to inform me some policies were “defective” in the eyes of Allstate. Toni was an employee of Allstate, whose iron fist hanged mightily over her head, her silence was understandable. Her silence came from Allstate.

INTERROGATORY NO. 15:

Describe in detail the basis for your allegation that your loan balance and TPP payment were “required to be offset against each other” as set forth in Paragraph 17 of the Complaint.

ANSWER:

At the time I wrote the complaint, I had the impression that TPP is a “buy back,” as presented to me by Toni Shaner. But I come to realize now that TPP is not a “buy” but a confiscation/appropriation of another person's private property, my economic interests, which violates the sacred values of this country. My claim would be: Allstate should perform “buy back” rather than TPP. In such a case, my quoted statement above shall still be valid.

Toni might use the term “buy back” as a habit, since agents habitually employ this term to describe TPP without realizing the heaven and earth distinction between the two. For example, as recent as 9-2-22, Ron Grumley, an Allstate agent in WI, asked, “What is TPP?” Ted Paris, the executive director of NAPAA (National Association of Professional Allstate Agents), replied, “Termination payment provision. The company ‘buys back’ your economic interest if you are terminated or resigns if you are vested. If you started scratch you have a 5 year vesting period. If purchased, the TPP is 1.5 times your eligible commission.” (Facebook *All Agents Page*.)

INTERROGATORY NO. 16:

Identify the date on which you first received a copy of all, or a portion of, the EA Agreement.

ANSWER:

Copy of signed R3001S Agreement 1 message

Heflin, Diana Wed, Aug 5, 2015 at 2:23 PM

To: "SHAO, PAUL Y", "paulyshao@gmail.com" Cc: "Anzalone, Crystal"

Hi Paul: A copy of the signed agreement is attached for your records.

Diana Diana Heflin

Capital Region - Strategic Deployment 1-800-277-2025 ext. 6533586 703-653-3586 (fax) 877-517-8629 Confidentiality Notice:

[...] R3001S Agreement signed Shao.pdf 1363K (as attachment)

Other integral parts of contract such Supplement and Manual were not attached or even mentioned. I did receive a copy of Allstate Agency Standards, which is considered an integral part of the EA Agreement on June 3, 2015 (?), the first day of the regional training class.

INTERROGATORY NO. 17:

Identify all individuals who were present with you at the Allstate Regional Training Center in Chantilly, Virginia on June 3, 2015 and/or who may have information regarding execution of your EA Agreement on or around that date.

ANSWER:

We had 4 agent-trainees: 3 men and 1 woman. The lady's name I forget. She was appointed to be a manager of the insurance section of a dealership at Newport News. She did express an interest to work for me a couple years down the road, because she wanted to live in the DC area. I wrote her an email via Allstate email system (which might be retrieved by Allstate) to ask her to inherit my agency, when Maggie Wang left my agency in 2018-19, when the unfortunate meeting between me and Ann Smith and Maurice Springer had occurred. She did not respond.

The other two are: Miguel Alva and Charles Foss.

For Miguel Alva, I referred my sub-agent Almeda Paloma to help him, when he lost all his staff, under his request, in 2016. I sent him a flyer which advertised for a successor to take over my agency for free on 3-25-19 and asked him to recommend candidates.

Sadly, Charles Foss passed away 2-15-20 (?). Not sure what had happened.

INTERROGATORY NO. 18:

Identify all facts supporting your contention that “the whole procedure and environment for signing the blank contract form was hurried and conducted with an inducing atmosphere” as alleged in Paragraph 22 of the Complaint.

ANSWER:

Fact 1: On the first day (6-3-15) of the training class, the instructor handed out a blank contract form (the 12-page main contract), asking us to sign.

Fact 2: There was no representative of Allstate to explain or answer the terms of the contract. Or to inform that there were integral parts such as the Supplement and Manual of the contract in existence.

Fact 3: At the same day, agent-students were given a 3-inch binder which contained a copy of the Allstate Agency Standards, which was deemed as part of the EA Agreement. However, the instructors had never mentioned that it was an integral part of the contract.

Fact 4: In fact, the instructors’ only concern was to gather the signatures from us students so that they could resume their tasks of training us. The entire ritual of handing out the contract, signing it, and gathering it back had taken about 15 minutes. It was much less than the time when one signed a sales contract with a used car dealer.

INTERROGATORY NO. 19:

Describe in detail the manner in which Allstate “appropriated” your Allstate Book of Business as alleged in Paragraph 28 of the Complaint.

ANSWER:

TPP is an appropriation in the following senses:

1. Seize or null the ownership of an agent’s economic interest at the deadline day without paying a dime.
2. After seizing what Allstate defines the value of the economic interest, Allstate do not pay interest. If it were a buy, even a zero-down buy, interest rate should be calculated into the installment payments. Allstate divides the Allstate-defined book value by 24 into 24 installment payments and pays out in the subsequent 24 months. That is appropriation with a limited compensation for a portion of the book.
3. For other portion of the book, the policies of which, Allstate declares, were written by Allstate-employee-agents, not by Allstate-agent-agents, were excluded from the 9% commission, used to calculate the value of the book. Allstate did not have Allstate-agent-agents before the year 2000; therefore, all policies in the book written before 2000 are not eligible for the 9% commission calculation in TPP valuation. But Allstate had paid me 9% on those policies in the 5+ years prior to TPP, disregarding the fact that those policies were written by an employee-agents. TPP gives Allstate the right to null my ownership of my economic interest of these “marked as outcast” policies by Allstate at the time of TPP. This is appropriation with zero compensation. An act of highway robbery.

4. We live in a country, where the Fifth Amendment to the Constitution specifies that eminent domain can only be carried out if property owners are provided with fair and just compensation to make up for the property they are losing. And, yet Allstate can use TPP to seize agent's ownership of the economic interest with zero compensation for a portion of the book's policies, "marked as outcast policies" by Allstate and with below market price compensation for the remaining portion of the book. Allstate is mightier than the federal and state government. Allstate claims that it has the right to do so, because agents have signed the EA Agreement, which grants Allstate the supreme power over its captive agents, literally like a sovereign king over its subjects or captive agents as bondservants.
5. Could a contract in U.S. be legal, if it gives one party the right to forfeit at will another party's personal property without just compensation?

INTERROGATORY NO. 20:

Identify all other "outside buyers of Allstate agencies" that have been subject to Allstate's "systematic scheme to prevent outside buyers of Allstate agencies including Shao's, to conduct due diligence in finding out the terms of the contract..." as alleged in Paragraph 31 of the Complaint.

ANSWER:

All the four student-agents in the classroom were outside buyers: me, Miguel Alva, Charles Foss, and the boss of the lady I forget her name.

We student-agents signed the form on 6-3-15 and Allstate ratified the contract on 8-5-15. There was two months and 3 days lead time for student-agents to review the entire contract and to return it at a reasonable time frame, if the entire contract was given to them on 6-3-15. Allstate did not give student-agents the entire set of the EA contract on 6-3-15. Nor Allstate give student-agents enough time to review or to ask questions with an Allstate representative about the entire contract, which consisted of 422 pages. I must say it was intentionally on Allstate's part to hide the entire contract from the signees. It was by design rather than out of negligence.

INTERROGATORY NO. 21:

Define "Allstate insiders" as that term is used in Paragraph 32 of the Complaint.

ANSWER:

I used the term in the sense that persons who were associated with Allstate and were familiar with Allstate affairs.

INTERROGATORY NO. 22:

Define "TPPed" as that term is used in Paragraph 32 of the Complaint.

ANSWER:

I have defined it under No. 19.

INTERROGATORY NO. 23:

Identify each and every person you intend to call as a witness at any hearing or trial in this matter and the subject matter of his or her testimony.

ANSWER:

To be determined.

INTERROGATORY NO. 24:

Provide an itemized list of damages you are seeking in connection with your claims in this matter, explaining the nature and amount of damages and the manner in which the claimed damages were calculated.

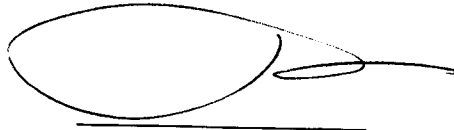
ANSWER:

1. Shao paid on 10-22-2020 and 12-8-2020 in two installments the difference amount (\$13,359.53) of the balance sum (\$143,332.74) of his loan from Allstate and the Allstate-dictated TPP payment amount (\$129,973.21) to Shao. In a normal situation, this *good faith* payment should cancel the loan under question. However, Allstate took the position that the TPP amount should have been paid out in 24 monthly installments, although there is no contractual basis for this; therefore, Allstate claims the loan amount is to be charged an interest rate of 6.6% until the end of the 24 months, at which time Shao will owe a sum of \$8,120.88. Allstate had also appropriated Shao's book of \$1,418,679 and unilaterally decided that it would only pay \$129,973.21 on the portion of the book of \$960,772.39, classified by Allstate as Termination Payment Eligible 12 MM Earned Premium, although there is no contractual basis for this either, because this portion of the book was not written by employee salespersons of Allstate. Allstate would not pay a lump sum of \$129,973.21 now but would only do 24 installments of \$5,415.55 each month. Since Allstate had not paid the full lump sum of the buyout amount of \$129,973.21 in its unilateral appropriation of Shao's book, Shao's financial interests in the book remains in force until the final payment was made. Therefore, Shao asks Allstate to pay him the prevailing annual commission of 9% on the sum of \$960,772.39. As a result, for a single year, the amount of this commission payment is \$8,646.95 and the two-year sum is \$17,293.90.
2. Allstate is retaining, and not paying, amounts rightfully belonging to Shao in the amount of at least \$70,313.33 (= \$17,293.90 + \$53,019.43). Allstate is indebted to Shao in at least that amount.

Dated: September 16, 2022

PAUL SHAO,

Pro se litigant

A handwritten signature in black ink, consisting of a large, rounded loop followed by a smaller loop and a horizontal stroke extending to the right.

Paul Shao

9233 Lee Masey Drive,

Lorton, Virginia 22079

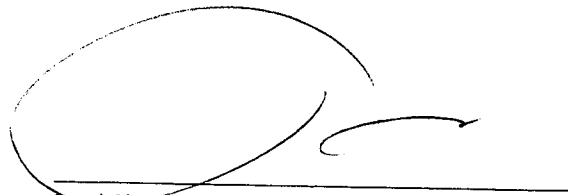
(202) 290-6300 Telephone

paulyshao@gmail.com

CERTIFICATE OF SERVICE

I certified that on September 16, 2022, a copy of the foregoing PLAINTIFF PAUL SHAO'S ANSWER TO DEFENDANT ALLSTATE INSURANCE COMPANY'S FIRST SET OF INTERROGATORIES 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