

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN AND FOR MARION
COUNTY, FLORIDA

JAVIER SEGARRA RODRIGUEZ,

CASE NO.: 2022-CA-002087

Plaintiff,
Vs.

JONATHAN CULBREATH and ALLSTATE
FIRE & CASUALTY INSURANCE COMPANY,

Defendant.

DEFENDANT'S FIRST REQUEST FOR ADMISSIONS TO PLAINTIFF

COMES NOW, Defendant, **ALLSTATE FIRE & CASUALTY INSURANCE COMPANY**, by and through undersigned Counsel, pursuant to Florida Rule of Civil Procedure, 1.370, request Plaintiff, **JAVIER SEGARRA RODRIGUEZ**, to admit, in this action, that each of the following statements are true:

1. Plaintiff received benefits from a collateral source, as defined by Florida Statute 627.736 or Florida Statute 768.76, for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
2. Plaintiff is entitled to receive benefits from a collateral source, as defined by Florida Statute 627.736 or Florida Statute 768.76, for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
3. Plaintiff received benefits from a collateral source, as defined by Florida Statute 627.736 or Florida Statute 768.76, for loss of wages or income alleged to have been sustained as a result of the incident described in the Complaint.
4. Plaintiff is entitled to receive benefits from a collateral source, as defined by Florida Statute 627.736 or Florida Statute 768.76, for loss of wages or income alleged to have been sustained as a result of the incident described in the Complaint.

5. Plaintiff received benefits under the Personal Injury Protection portion of an automobile policy for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
6. Plaintiff is entitled to receive benefits under the Personal Injury Protection portion of an automobile policy for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
7. Plaintiff received benefits under the Personal Injury Protection portion of an automobile insurance policy for loss of wages or income alleged to have been sustained as a result of the incident described in the Complaint.
8. Plaintiff is entitled to receive benefits under the Personal Injury Protection portion of an automobile insurance policy for loss of wages or income alleged to have been sustained as a result of the incident described in the Complaint.
9. Plaintiff received benefits under the medical payments provisions of an automobile insurance policy for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
10. Plaintiff is entitled to receive benefits under the medical payments provisions of an automobile insurance policy for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
11. Plaintiff(s) is/are subject to a deductible under the Personal Injury Protection portion of an automobile insurance policy.
12. Plaintiff received benefits pursuant to personal or group health insurance policy, for medical bills alleged to have been incurred as a result of the incident described in the Complaint.

13. Plaintiff is entitled to receive benefits pursuant to personal or group health insurance policy, for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
14. Plaintiff received benefits pursuant to a person or group wage continuation plan or policy, for loss of wages or income alleged to have been sustained as a result of the incident described in the Complaint.
15. Plaintiff is entitled to receive benefits pursuant to a personal or group wage continuation plan or policy, for loss of wages or income alleged to have sustained as a result of the incident described in the Complaint.
16. Plaintiff, at the time and place of the incident described in the Complaint, had available a functional and operational seat belt/shoulder harness restraint system.
17. Plaintiff, at the time and place of the incident described in the Complaint, was not using the available functional and operational seat belt/shoulder harness restraint system.
18. Plaintiff's use of the available functional and operational seat belt/shoulder harness restraint system, at the time and place of the incident described in the Complaint, would have prevented or lessened the injury and damage alleged by Plaintiff(s).
19. This action is subject to the Florida Motor Vehicle No-Fault Law, Florida Statute Sections 627.730 – 627.7405.
20. Plaintiff is insured person under the Personal Injury Protection portion of an automobile insurance policy which was in force on the date of the incident described in the Complaint which provides payment of benefits of eighty (80%) percent of all reasonable and necessary medical expenses incurred and sixty (60%) percent of loss of income or earning capacity from inability to work as a result of injury sustained from the incident described in the Complaint to a maximum of Ten Thousand (\$10,000.00) Dollars.

21. Admit that on the date of the accident which is the subject of this lawsuit that Plaintiff was eligible for Medicare and/or Medicaid.
22. Admit on the date of this accident which is the subject of this lawsuit that Plaintiff was insured under the policy of insurance which included coverage through Medicare and/or Medicaid.
23. Admitted that Plaintiff was entitled to coverage through Medicare and/or Medicaid from the time of the car accident that is the subject of this lawsuit up until the date of the filing of this request for admissions.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this **9th of December**, I electronically filed the foregoing with the Clerk of the Courts by using the ECF system which will send a notice of electronic filing and sent via electronic mail to the following: **ADRIENN N. TOTH, ESQ.**, 20 N. Orange Ave., Orlando, Florida 32801; P: atoth@forthepeople.com; S: emilysmith@forthepeople.com; S: vanessac@forthepeople.com;

s/ Nicholas P. Evangelo
NICHOLAS P. EVANGELO, ESQUIRE
Fla. Bar No.: 0983969
Evangelo, Brandt & Lippert, P.A.
1485 International Parkway, Suite 1051
Lake Mary, Florida 32746
Telephone: (407) 875-5757
Facsimile: (407) 875-5776
P: Danielle@EBLLawFirm.com
S: Nick@EBLLawFirm.com
S: Charlene@EBLLawFirm.com
Attorney for Defendant/ Allstate