

IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT, IN AND
FOR POLK COUNTY, FLORIDA

CASE NO.: 2022-CA-002199

ALLEN BURNER,

Plaintiff,

vs.

DOBBS MANAGEMENT d/b/a DOBBS
EQUIPMENT, LLC and DAVID S.
MELENDEZ,

Defendants.

REQUEST FOR ADMISSIONS

COME NOW the Defendants, DOBBS MANAGEMENT d/b/a DOBBS EQUIPMENT, LLC and DAVID S. MELENDEZ, by and through its undersigned attorneys, and pursuant to Rule 1.370, Florida Rules of Civil Procedure, request the Plaintiff, ALLEN BURNER, to admit, in this action, that each of the following statements are true:

1. Plaintiff received benefits from a collateral source, as defined by §627.730, Fla. Stat., 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 in §627.730, Fla. Stat., 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 §768.76, Fla. Stat., 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 §768.76, Fla. Stat., 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 sustained 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 is 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 personal 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 been 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.

19. This action is subject to the Florida Motor Vehicle No-Fault Law, §§627.730 - 627.7405, Fla. Stat.

20. At the time and place of the incident described in the Complaint, Defendants complied with the provisions and security requirements set forth in §627.737(1), Fla. Stat.

21. 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 percent (80%) of all reasonable and necessary medical expenses incurred and sixty percent (60%) 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 Dollars (\$10,000.00).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via e-service to: Paola Ramos, Esq. of Morgan & Morgan, P.A. at Paolaramos@forthepeople.com, svandervelde@forthepeople.com and jasminrodriguez@forthepeople.com on September 1, 2022.

CAMERON, HODGES, COLEMAN,
LaPOINTE & WRIGHT, P.A.

/s/ Douglas J. LaPointe
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