

IN THE CIRCUIT COURT OF THE  
SEVENTEENTH JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY, FLORIDA

FRANCESCA AEDO,

CASE NO.: CACE 22-011915 (05)

Plaintiff,  
vs.

ADRIANA BALTAR,

Defendant.  
\_\_\_\_\_ /

**DEFENDANT’S REQUEST FOR ADMISSIONS TO PLAINTIFF**

The Defendant, **ADRIANA BALTAR** (hereinafter “*Defendant*”), pursuant to Rule 1.370, Florida Rules of Civil Procedure, requests the Plaintiff, **FRANCESCA AEDO** (hereinafter “*Plaintiff*”), to admit that each of the following statements are true in this action:

1. The Plaintiff never saw the Defendants’ vehicle prior to the accident as more fully described in the Plaintiff(s) Complaint (hereinafter “***Subject Accident***”) in this lawsuit.
2. The Plaintiff was unaware that an accident was about to happen before feeling the impact in the Subject Accident.
3. The Plaintiff, or someone acting on behalf of the Plaintiff, took photographs of the vehicles at the scene of the Subject Accident.
4. The vehicle in which the Plaintiff was a driver or occupant was equipped with a fully operational seatbelt at the time of the Subject Accident.
5. The Plaintiff was not wearing a seatbelt at the time of the Subject Accident.
6. The Plaintiff’s failure to wear his/her seatbelt contributed to the Plaintiff’s injuries claimed in this lawsuit.

7. Wearing a seatbelt would have prevented the Plaintiff's body from striking the interior of the vehicle at the time of the Subject Accident.

8. The Plaintiff is not making a past wage loss claim in this lawsuit as a result of the Subject Accident.

9. The Plaintiff is not making a future loss of earning capacity claim in this lawsuit as a result of the Subject Accident.

10. The Plaintiff had a cellular phone located within his/her vehicle at the time of the Subject Accident.

11. The Plaintiff was physically holding a cellular phone at the time of the Subject Accident.

12. The Plaintiff was using a cellular phone (even if hands-free) at the time of the Subject Accident.

13. The Plaintiff was texting on a cellular phone at the time of the Subject Accident.

14. The Plaintiff's negligence caused the Subject Accident.

15. The Plaintiff's negligence contributed to the Subject Accident.

16. The Plaintiff's injuries being claimed in this lawsuit are an aggravation of pre-existing injuries.

17. The Plaintiff had \$10,000.00 in Personal Injury Protection (PIP) benefits available to him/her for the Subject Accident.

18. The Plaintiff exhausted his/her Personal Injury Protection (PIP) benefits relating to the Subject Accident.

19. The Plaintiff had \$5,000.00 Medical Payments (Med Pay) benefits available to him/her relating for the Subject Accident.

20. The Plaintiff exhausted his/her Medical Payments (Med Pay) benefits relating to the Subject Accident.

21. The Plaintiff had health insurance at the time of the Subject Accident.

22. The Plaintiff had Medicare benefits available to him/her at the time of the Subject Accident.

23. The Plaintiff had Medicaid benefits available to him/her at the time of the Subject Accident.

24. The Plaintiff was on Social Security Disability at the time of the Subject Accident.

25. The Plaintiff applied for Social Security Disability benefits prior to the Subject Accident.

26. The Plaintiff gave a copy of the Plaintiff's health insurance card to the Plaintiff's healthcare providers relating to the treatment sought as a result of the Subject Accident.

27. The Plaintiff advised his/her healthcare providers of his/her health insurance coverage relating to the treatment sought as a result of the Subject Accident.

28. The Plaintiff specifically chose not to utilize available health insurance benefits relating to the treatment sought as a result of the Subject Accident.

29. The Plaintiff has not paid any monies out-of-pocket for the medical bills incurred by the Plaintiff as a result of the Subject Accident.

30. The Plaintiff has not received any collection letters from health care providers relating to the medical bills incurred by the Plaintiff as a result of the Subject Accident.

I HEREBY CERTIFY that on August 24, 2022, the foregoing was electronically filed with the Florida Courts E-Filing Portal and that as a registered participant of the Portal I have effectuated service through the Portal in compliance with Rule 2.516, Fla. R. Jud. Admin., on ***Ian Boettcher, Esq.*** [iboettcher@forthepeople.com](mailto:iboettcher@forthepeople.com), [lesquivel@forthepeople.com](mailto:lesquivel@forthepeople.com),

[mlos@forthepeople.com](mailto:mlos@forthepeople.com), Morgan & Morgan, P.A., 8151 Peters Road, Suite 4000, Plantation, FL 33324.

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A handwritten signature in cursive script that reads "Sheri L. Critelli". The signature is written in black ink and is positioned above a horizontal line.

Sheri L. Critelli, Esq.  
Florida Bar No.: 813508  
Attorney for Defendant

Attorneys and Staff of **Nicholas J. Ryan & Associates** are Employees of the Law Department of State Farm Mutual Automobile Insurance Company