

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PINELLAS COUNTY, FLORIDA  
CIVIL DIVISION**

RICHARD BOYD THOMAS,

Plaintiff,

vs.

CASE NO.: 22-003632-CI

ALAIN GUTIERREZ RIVALTA and  
SOGNO TOSCANO TUSCAN DREAM,  
INC

Defendants.

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**DEFENDANT'S FIRST REQUEST FOR ADMISSIONS TO PLAINTIFF**

COMES NOW, the Defendants, ALAIN GUTIERREZ RIVALTA and SOGNO TOSCANO TUSCAN DREAM, INC (hereinafter, "Defendant"), by and through their undersigned counsel and pursuant to Rule 1.370, Florida Rules of Civil Procedure, requests the Plaintiff, RICHARD BOYD THOMAS, to admit or deny the truth of the following statement(s), considering that these requests are intended to limit the issues at trial and should the Defendant prove any statement stated below not admitted by the Plaintiff, that the Defendant shall seek attorney's fees and cost incurred in provide the state, and further recognizing that a response is due within thirty (30) days propounding of these requests as certified in the certificate of service as indicated below and the failure of Plaintiff to make a response within thirty (30) days of the propounding of these requests shall entitle the Defendant to deem the statements admitted as against the Plaintiff. The definition of "subjection incident" is the incident that is described in the current Complaint filed by the Defendant. THEREUPON, do you ADMIT or DENY:

1. Plaintiff received benefits from a collateral source, as defined by 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 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 768.76, for loss of wages alleged to have been incurred 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 768.76, for loss of wages alleged to have been incurred 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 policy for loss of wages or income alleged to have been incurred 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 policy for loss of wages or income alleged to have been incurred as a result of the incident described in the Complaint.
9. Plaintiff received benefits under the medical payments provisions of an automobile policy for medical bills me 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 policy for medical bills me 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 personal or group wage constitution plan or policy, for loss of wages or income alleged to have been incurred as a result of the incident described in the Complaint.
15. Plaintiff is entitled to receive benefits pursuant to personal or group wage constitution plan or policy, for loss of wages or income alleged to have been incurred as a result of the incident described in the Complaint.
16. Plaintiff received benefits pursuant to Medicaid for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
17. Plaintiff is eligible to receive benefits pursuant to Medicaid for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
18. Plaintiff received benefits pursuant to Medicare for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
19. Plaintiff is eligible to receive benefits pursuant to Medicare for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
20. Plaintiff received benefits pursuant to a Medicare Advantage Plan for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
21. Plaintiff is eligible to receive benefits pursuant to Medicare Advantage Plan for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
22. 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.
23. Plaintiff, at the time and place of the incident described in the Complaint, failed to use the available functional and operational seat belt/shoulder harness restraint system.
24. Plaintiff's use of the available functional and operational seat belt/shoulder harness prevented or lessened the injury and damage alleged by Plaintiff.
25. This action is subject to the Florida Motor Vehicle No-Fault Law, Florida Statute Sections 627.730 et seq.

26. At the time and place of the incident described in the Complaint, Defendant complied with the provisions and security requirement set forth in Florida Statute 627.733.
27. Plaintiff is insured 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.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Defendants' Request for Admissions to Plaintiff has been electronically filed and sent via electronic mail to Bryce Spano, Esquire at [BPSpleadi-ngs@forthepeople.com](mailto:BPSpleadi-ngs@forthepeople.com); [khudgell@forthepeople.com](mailto:khudgell@forthepeople.com); on November 8, 2022.

/s/ Barbi L. Feldman

Barbi L. Feldman, Esquire  
FBN – 180378

/s/ Brittany L. Perez

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