

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

BRENDA ECHEVARRIA,

Plaintiff,

vs.

TIMOTHY MAXWELL, KIMBERLY  
MAXWELL AND ALLSTATE  
INSURANCE COMPANY,

CASE NO: 2022-CA-734  
CIVIL DIVISION

Defendants

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**REQUEST FOR ADMISSIONS TO PLAINTIFF, BRENDA ECHEVARRIA**

Defendants, KIMBERLY MAXWELL AND TIMOTHY MAXWELL, by and through the undersigned counsel, pursuant to Florida Rule of Civil Procedure 1.370, request the Plaintiff, BRENDA ECHEVARRIA, 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 the 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 the 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 a personal or group health insurance policy or policies, 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 a personal or group health insurance policy or policies, 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 the Plaintiff.

19. This action is subject to the Florida Motor Vehicle No-Fault Law, Florida Statute Sections 627.730 - 627.7405.

20. At the time and place of the incident described in the Complaint, Plaintiff complied with the provisions and security requirements set forth in Florida Statute 627.733.

21. Plaintiff is an 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 the injury sustained from the incident described in the Complaint to a maximum of Ten Thousand Dollars (\$10,000.00).

22. As a result of the collision which is the subjective of this litigation you were not permanently injured.

23. One or more of your medical providers has a letter of protection in their favor, for your care and/or treatment, as a result of the incident which is the subject matter of the above captioned matter.

24. Prior to the date of the motor vehicle accident, which is the subject of this lawsuit, Plaintiff has suffered from the same injuries and/or conditions for which she is claiming in this matter.

25. Prior to the date of the motor vehicle accident, which is the subject of this lawsuit, Plaintiff was assigned a permanent impairment rating by a physician.

26. Prior to the date of the motor vehicle accident, which is the subject of this lawsuit, Plaintiff has been involved in a motor vehicle accident in which she injured the same parts of her body for which she is claiming injury in this matter.

27. Prior to the date of the motor vehicle accident, which is the subject of this lawsuit, Plaintiff has made a claim and/or filed a lawsuit for the same injuries and/or conditions for which she is claiming in this matter.

28. After the date of the motor vehicle accident, which is the subject of this lawsuit, Plaintiff has been involved in a motor vehicle accident in which she injured the same parts of her body for which she is claiming injury in this matter.

29. After the date of the motor vehicle accident, which is the subject of this lawsuit, Plaintiff has made a claim and/or filed a lawsuit for the same injuries and/or conditions for which she is claiming in this matter.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished via E-Mail on July 7, 2022 to Dane Jordan, Esq., Morgan & Morgan, P.A. (Orl 16th), Attorney for Plaintiff, Brenda Echevarria, [djordan@forthepeople.com](mailto:djordan@forthepeople.com); [SMoler@forthepeople.com](mailto:SMoler@forthepeople.com); [joannem@forthepeople.com](mailto:joannem@forthepeople.com), (407) 244-9496/(407) 245-3491 (F) and Benjamin C. Pickos, Esq., Law Offices of Robert J. Smith, Attorney for Co-Defendant, Allstate Insurance Company, [orlandolegal@allstate.com](mailto:orlandolegal@allstate.com); [dheok@allstate.com](mailto:dheok@allstate.com); [charlene.gregg@allstate.com](mailto:charlene.gregg@allstate.com), (321) 230-5439/(877) 838-0840 (F).

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By:

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VANESSA N. PUGH, ESQUIRE

Florida Bar No. 1008845

*"Salaried Employees of Progressive Casualty Insurance Company"*