

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT, IN AND FOR MIAMI-  
DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.: 2021-025760-CA-01

ALBERTO JOSE HERNANDEZ MOYA,

Plaintiff,

v.

PROGRESSIVE EXPRESS INSURANCE  
COMPANY,

Defendant.

**DEFENDANT, PROGRESSIVE EXPRESS INSURANCE COMPANY'S, FIRST  
REQUEST FOR ADMISSIONS TO PLAINTIFF**

Defendant, PROGRESSIVE EXPRESS INSURANCE COMPANY ("Defendant"),  
by and through the undersigned counsel and pursuant to Rule 1.370 of the Florida Rules  
of Civil Procedure, hereby requests the Plaintiff, ALBERTO JOSE HERNANDEZ MOYA  
(hereinafter "Plaintiff"), to admit or deny the following:

1. That at the time of the subject accident, your vehicle had a seat belt, which  
was available for your use.
2. That you were not using the available seat belt at the time of the subject  
accident.
3. That you are not aware of any defect in the operation of the available seat  
belt.

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4. That the failure to use the available seat belt produced or contributed to producing at least a portion of the damages you are claiming.

5. Your failure to use the seat belt as set forth above was unreasonable under the circumstances.

6. You have received or are entitled to receive benefits under the Personal Injury Protection portion of an automobile policy for medical bills and lost wages alleged to have been incurred as a result of the subject accident.

7. You have received or are 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 subject accident.

8. Your Personal Injury Protection insurance has paid all or a portion of your medical bills allegedly incurred as a result of the subject accident.

9. Your medical payments insurance coverage has paid all or a portion of your medical bills allegedly incurred as a result of the subject accident.

10. Your Personal Injury Protection insurance has paid all or a portion of your lost wages allegedly incurred as a result of the subject accident.

11. If a verdict is rendered for Plaintiff, the Defendant is entitled to a set-off for any Personal Injury Protection and/or medical payments insurance benefits paid or payable on behalf of the Plaintiff for medical expenses or lost wages incurred as a result of the subject accident.

12. Admit that your earning capacity has not reduced as a result of the incident alleged in the Complaint.

13. Admit that you did not lose any wages or income as a result of the incident as alleged in the Complaint.

14. Admit that you did not sustain any permanent injuries as a result of the incident as alleged in the Complaint.

15. Admit that no medical provider has expressed a medical opinion that you have sustained a permanent injury as a result of the incident as alleged in the Complaint.

16. Admit that your ability to enjoy life has not been reduced as a result of the incident as alleged in the Complaint.

17. Admit that any injury for which you are claiming damages as a result of the incident as alleged in the Complaint pre-existed the date of the alleged incident.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 22nd day of July, 2022, a true and correct copy of the foregoing was filed with the Clerk of the Miami-Dade County Court, by using the Florida Courts e-Filing Portal, which will send an automatic e-mail message to the following parties registered with the e-Filing Portal system: Paola Ramos, Esquire, Morgan & Morgan, P.A., paoloramos@forthepeople.com, 200 Broadway Ave., Kissimmee, Florida 34741 (407) 452-1606, Attorney for Plaintiff, Alberto Jose Hernandez Moya.

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