

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

CASE NO.: 2022CA008296

COLLETTE EILEEN RAYMOND,

Plaintiff,

vs.

WILLIAM RICHARD DAGISTINO, SIDNEY
KATE STEPHENSON, and PROGRESSIVE
AMERICAN INSURANCE COMPANY, a foreign
profit corporation,

Defendants.

DEFENDANT, WILLIAM RICHARD DAGISTINO'S,
REQUEST FOR ADMISSIONS TO PLAINTIFF

Defendant, **WILLIAM RICHARD DAGISTINO**, pursuant to Florida Rules of Civil Procedure 1.370(a), hereby requests Plaintiff, **COLLETTE EILEEN RAYMOND**, to make the following admissions in this action within thirty (30) days after service of this Request or such shorter or longer time as the Court may allow, if appropriate.

Please admit or deny the following:

1. That at the time of the subject accident, the vehicle you occupied was equipped with seat belts.
2. That at the time of the subject accident, the vehicle you occupied was equipped with seat belts which were available for your use.
3. That at the time of the subject accident, the seat belts in the vehicle you occupied were operational.
4. That at the time of the subject accident, you were not wearing a seat belt.

5. That your failure to use the available and fully operational seat belt at the time of the subject accident was unreasonable.
6. Plaintiff's use of the available, functional, and operational seat belt at the time and place of the incident described in the Complaint would have prevented or lessened the injury and damage alleged by Plaintiff.
7. That your failure to use the seat belt at the time of the subject accident produced or contributed substantially to producing your injuries.
8. That all of the damages and injuries were caused by your failure to use the seat belt at the time of the accident.
9. Plaintiff received or is entitled to receive benefits from a collateral source, as defined by Florida Statute 627.7372 or Florida Statute 768.76, for medical bills alleged to have been incurred as a result of the incident described in the complaint.
10. Plaintiff received or is entitled to receive benefits from a collateral source, as defined by Florida Statute 627.7372 or 768.76, for loss of wages or income alleged to have been sustained as a result of the incident described in the Complaint.
11. Plaintiff received or 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.
12. Plaintiff received or 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.

13. Plaintiff received or is entitled to receive benefits under the medical payments provision of an automobile insurance policy for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
14. Plaintiff is subject to a deductible under the Personal Injury Protection portion of an automobile insurance policy.
15. Plaintiff received or is entitled to receive benefits, pursuant to a personal or group health insurance policy, for medical bills alleged to have been incurred as a result of the incident described in the Complaint.
16. Plaintiff received or 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.
17. This action is subject to the Florida Motor Vehicle No-Fault Law, Florida Statute Sections 627.730 through 627.7405, inclusive.
18. At the time and place of the incident described in the Complaint, Defendant, , complied with the provisions and security requirements set forth in Florida Statute 627.737(1).
19. 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 percent (80%) of all reasonable and necessary medical expenses incurred and sixty (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 was served by E-Mail on September 9, 2022 to: Tony Bennett, Esq., Morgan & Morgan, 1700 Palm Beach Lakes Blvd., Suite 140, West Palm Bch, FL 33401, tbennett@forthepeople.com; ncoull@forthepeople.com. .

KIRWAN, SPELLACY, DANNER,
WATKINS, BROWNSTEIN, & ROBB P.A.
Attorneys for Dagistino & Stephenson
2080 W. Indiantown Road, Suite 200
Jupiter, FL 33458
T: 561/615-0333; F: 561/744-4540
Pleadings: pleadings@kirwanspellacy.com

BY: /s/ LAWRENCE E. BROWNSTEIN
LAWRENCE E. BROWNSTEIN
FLORIDA BAR NO. 775381