

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

Case No.: 2022-006550-CA-01

Division: CIRCUIT CIVIL

JENNIFER CRAWFORD,

Plaintiff,

v.

MARCOS HERNANDEZ,

Defendant.

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**REQUEST FOR ADMISSIONS**

Pursuant to Fla. R. Civ. P. 1.370, Defendant requests that the Plaintiff admit the following:

1. Admit that the car that you were driving or in which you were a passenger at the time of the accident was equipped with a lap belt that was fully operational and available for your use.

2. Admit that the car that you were driving or in which you were a passenger at the time of the accident was equipped with a shoulder harness that was fully operational and available for your use.

3. Admit that the car that you were driving or in which you were a passenger at the time of the accident was equipped with a lap belt/shoulder harness combination that was fully operational and available for your use.

4. Admit that you were not wearing a lap belt at the time of the accident.

5. Admit that you were not wearing a shoulder harness at the time of the accident.

6. Admit that you were not wearing a lap belt/shoulder harness combination at the time of the accident.

7. Admit that this action is subject to the Florida Motor Vehicle No-Fault Law, Florida Statute Sections 627.730-627.7405.

8. Admit that at all time material hereto, the Defendant(s) complied with the provisions and security requirements set forth in Florida Statute Section 627.737(1).

9. Admit that the Defendant(s) is entitled to those defenses set forth in Florida Statute Section 627.737, paragraphs (2) (a), (2) (b), (2) (c), (2) (d).

10. Plaintiff(s) received 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.

11. Plaintiff(s) is entitled to receive benefits from a collateral source, as defined by Florida Statute 627.7372 or Florida Statute 768.76, for the medical bills alleged to have been incurred as a result of the incident described in the Complaint.

12. Plaintiff(s) received benefits from a collateral source, as defined by the Florida Statute 627.7372 or Florida Statute 768.76, for the loss of wages or income alleged to have been sustained as a result of the incident described in the Complaint.

13. Plaintiff(s) is entitled to receive benefits from a collateral source, as defined by the Florida Statute 627.7372 or Florida Statute 768.76, for the loss of wages or income alleged to have been sustained as a result of the incident described in the Complaint.

14. Plaintiff(s) received benefits under the Personal Injury Protection portion of an automobile policy for the medical bills alleged to have been incurred as a result of the incident described in the Complaint.

15. Plaintiff(s) is entitled to receive benefits under the Personal Injury Protection portion of an automobile insurance policy for medical bills alleged to have been incurred as a result of the incident described in the Complaint.

16. Plaintiff(s) received benefits under the Personal Injury Protection portion of an automobile insurance policy for the loss of wages or income alleged to have been sustained as a result of the incident in the Complaint.

17. Plaintiff(s) is entitled to receive benefits under the Personal Injury Protection portion of an automobile insurance policy for the loss of wages or income alleged to have been

sustained as a result of the incident described in the Complaint.

18. Plaintiff(s) 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.

19. Plaintiff(s) is entitled to receive benefits under the medical payments provisions of an automobile insurance policy for the medical bills alleged to have been incurred as a result of the incident described in the Complaint.

20. Plaintiff(s) is subject to a deductible under the Personal Injury Protection portion of an automobile insurance policy.

21. Plaintiff(s) 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.

22. Plaintiff(s) 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.

23. Plaintiff(s) 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.

24. Plaintiff(s) is entitled to receive benefits pursuant to a personal or group wage continuation plan or policy, for the loss of wages or income alleged to have been sustained as a result of the incident described in the Complaint.

25. Plaintiff(s) is insured person(s) 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 has been furnished via the efilings portal to all counsel of record on this 14<sup>th</sup> day of July, 2022.

LAW OFFICE OF YVONNE S. PANDOLFO

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