

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIVIL DIVISION
CASE NO: 22-CA-2598**

EDWARD MCCLELLAN,

Plaintiff,

-v-

**ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY,**

Defendant.

_____ /

PLAINTIFF'S RESPONSE TO REQUEST FOR ADMISSIONS

Plaintiff, EDWARD MCCLELLAN, by and through the undersigned attorney, responds to the Request for admissions of Defendant, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY served the 25th day of August, 2022, as follows:

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.

ANSWER: Admit.

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.

ANSWER: Admit.

3. Plaintiff received benefits from a collateral source, as defined by 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.

ANSWER: Deny.

4. Plaintiff is entitled to receive benefits from a collateral source, as defined by 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.

ANSWER: Deny.

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.

ANSWER: **Admit.**

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.

ANSWER: **Admit.**

7. Plaintiff received 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.

ANSWER: **Deny.**

8. Plaintiff 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.

ANSWER: **Deny.**

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.

ANSWER: **Deny.**

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.

ANSWER: **Deny.**

11. Plaintiff is subject to a deductible under the Personal Injury Protection portion of an automobile insurance policy.

ANSWER: **Deny.**

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.

ANSWER: **Admit.**

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.

ANSWER: **Admit.**

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.

ANSWER: **Deny.**

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.

ANSWER: **Deny.**

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.

ANSWER: **Deny.**

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.

ANSWER: **Deny.**

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.

ANSWER: **Deny.**

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.

ANSWER: **Admit.**

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.

ANSWER: **Deny.**

21. Plaintiff is eligible to receive 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.

ANSWER: **Deny.**

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.

ANSWER: **Admit.**

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.

ANSWER: **Deny.**

24. 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 Plaintiff.

ANSWER: **Deny.**

25. This action is subject to the Florida Motor Vehicle No-Fault Law, Florida Statute Sections 627.730 et seq.

ANSWER: **Admit.**

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

ANSWER: **Admit.**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished, by email, this 1st day of August, 2022 to: Jeffrey D. Best, Esquire Law Office of Robert J. Smith FTMYERSLEGAL@ALLSTATE.COM.

/s/ Derrick Isaac
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