

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR SEMINOLE COUNTY, FLORIDA

THOMAS TUPPER,

Plaintiff,

v.

CASE NO.: 2022-CA-887

MICHAEL SANFORD and BLAKE
NESBETH,

Civil Division

Defendants.

_____ /

DEFENDANT'S, FIRST REQUEST FOR ADMISSIONS TO PLAINTIFF

Defendant, BLAKE NESBETH, by and through the undersigned counsel, requests Plaintiff, **THOMAS TUPPER**, pursuant to the Florida Rules of Civil Procedure, to make the following admissions for the purpose of this action only, and subject to all pertinent objections to admissibility which may be interposed at trial:

ADMIT OR DENY EACH OF THE FOLLOWING:

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.

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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 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.

16. Plaintiff, at the time and place of the incident described in the Complaint, had available a functional and operational seat belt/should 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/should 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. The 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 for all reasonable and necessary medical expenses incurred and a percentage 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.

22. As a result of the collision which is the subject 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 he 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 he injured the same parts of his body for which he 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 he 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 he injured the same parts of his body for which he 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 he is claiming in this matter.

30. Admit that, pursuant to the Certificate of Title issued on September 10, 2020 (pages 70, 72, 87, and 89 of Defendant's production), Jennifer Sanford is the owner of the red, 2013 Toyota Camry involved in the subject incident.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 7, 2022, I electronically filed the foregoing document with the Clerk of the court using the E-Filing Portal. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached Service List by electronic mail.

/s/ Chivonne A.S. Thomas

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