



\*25-000169684\*

ELITE MEDICAL OFFICE CORP. A/A/O BORGES  
RODRIGUEZ BARBARA C.

PLAINTIFF(S)

VS.

RESPONSIVE AUTO INSURANCE COMPANY  
(THE)

DEFENDANT(S)

**CASE #:** 2025-109977-CC-25  
**COURT:** COUNTY COURT  
**COUNTY:** MIAMI-DADE  
**DFS-SOP #:** 25-000169684

\_\_\_\_\_  
SUMMONS, COMPLAINT, DISCOVERY

## **NOTICE OF SERVICE OF PROCESS**

NOTICE IS HEREBY GIVEN of acceptance of Service of Process by the of the State of Florida. Said process was received in my office by ELECTRONIC DELIVERY on Tuesday, July 1, 2025 and a copy was forwarded by ELECTRONIC DELIVERY on Wednesday, July 2, 2025 to the designated agent for the named entity as shown below.

RESPONSIVE AUTO INSURANCE COMPANY (THE)  
JOHN D MACHUL  
SUITE 1000 8151 PETERS ROAD  
PLANTATION, FL 33324

**\*Our office will only serve the initial process (Summons and Complaint) or Subpoena and is not responsible for transmittal of any subsequent filings, pleadings, or documents unless otherwise ordered by the Court pursuant to Florida Rules of Civil Procedure, Rule 1.080.**

NEIL M GONZALEZ  
ATTORNEY  
LAW OFFICES OF GONZALEZ AND ASSOCIATES  
3403 NW 82ND AVENUE, SUITE 210  
MIAMI, FL 33122

TG1

IN THE COUNTY COURT AND  
FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION  
FLORIDA BAR NO: 113234

Case No.: 2025-109977-CC-25

ELITE MEDICAL OFFICE CORP,  
a/a/o BORGES RODRIGUEZ BARBARA C.

Plaintiffs,

vs.

RESPONSIVE AUTO INSURANCE COMPANY (THE)

Defendants.

\_\_\_\_\_  
SUMMONS

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this Summons and a copy of the Complaint or Petition in  
this action on Defendant:

**RESPONSIVE AUTO INSURANCE COMPANY (THE)  
SERVICE OF PROCESS SECTION  
DEPARTMENT OF INSURANCE  
P.O. BOX 6200  
TALAHASSEE, FL 32314**

Each Defendant is required to serve written defenses to the complaint or petition on **Julie Barranco, Esq.**, Plaintiff's attorney, whose address is: The Law Offices of Gonzalez & Associates, 999 Ponce de Leon Blvd. Suite. 625, Coral Gables, FL 33134, **MiamiPIPleadingservice@ngonzalezlaw.com**, within twenty (20) days after service of this Summons on that Defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court, located at: 10710 SW 211 St, Cutler Bay, FL 33189, **6-4** either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the complaint or petition.

DATED this \_\_\_\_\_ day of 6/30/2025 2025.

JUAN FERNANDEZ-BARQUIN  
CLERK OF THE COURT CLERK OF COURT AND COMPTROLLER  
MIAMI-DADE COUNTY  
CIRCUIT AND COUNTY COURTS

CLERK OF THE COURT  
BY: \_\_\_\_\_  
As Deputy Clerk



### **IMPORTANT**

A lawsuit has been filed against you. You have twenty (20) calendar days after this summons is served on you to file a written response to the attached complaint and notice of lis pendens with the Clerk of the Court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff's Attorney" named below.

### **IMPORTANTE**

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparece en la guía telefónica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante)

### **IMPORTANT**

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligé de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur de tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

### **AMERICANS WITH DISABILITIES ACT OF 1990 ADA NOTICE**

“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Eleventh Judicial Circuit Court’s ada coordinator, Lawson E. Thomas Courthouse Center, 175 N.W. 1st Avenue, suite 2702 Miami, Florida 33128, telephone (305) 349-7175, tdd (305) 349-7174, fax (305) 349-7355 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days, if you are hearing or voice impaired, call 711.”

IN THE COUNTY COURT IN AND  
FOR MIAMI-DADE COUNTY, FL

CIVIL DIVISION

ELITE MEDICAL OFFICE CORP  
a/a/o BORGES RODRIGUEZ BARBARA C.

Plaintiff,

CASE NO.:

vs.

RESPONSIVE AUTO INSURANCE COMPANY (THE)  
Defendant.

**COMPLAINT**

**COMES NOW**, Plaintiff, ELITE MEDICAL OFFICE CORP as assignee of BORGES RODRIGUEZ BARBARA C. hereinafter (“Plaintiff”), by and through the undersigned attorney, and sues the Defendant, RESPONSIVE AUTO INSURANCE COMPANY (THE), (hereinafter the “Defendant”) and in support thereof alleges the following:

**GENERAL ALLEGATIONS**

1. This is an action for damages for overdue no-fault benefits, interest on overdue no-fault benefits, interest on late payment of no-fault benefits, and/or failure to pay penalty and postage that exceed Five Thousand and 00/100 Dollars (\$5,000.00) but does not exceed Fifteen Thousand Dollars (\$15,000.00).
2. At all times material hereto, Plaintiff was and is located in MIAMI-DADE COUNTY and the policy of insurance involved herein was issued by Defendant in MIAMI-DADE COUNTY, Florida.

3. At all times material hereto, Defendant was a corporation duly licensed to transact insurance in the State of Florida and maintained agents for transaction of its customary business in MIAMI-DADE COUNTY, Florida.
4. On or about, 10/18/2024, BORGES RODRIGUEZ BARBARA C. sustained personal injuries related to the operation, maintenance or use of a motor vehicle in Florida.
5. As a direct and proximate result of the bodily injuries, BORGES RODRIGUEZ BARBARA C. incurred reasonable expenses for necessary medical, rehabilitative, nursing and remedial care with Plaintiff.
6. Defendant issued a policy of insurance to , which insured to the benefits of BORGES RODRIGUEZ BARBARA C., claim number C0000027613. Said policy provided personal injury protection benefits, medical, and extended medical expense coverage required by law to comply with Florida Statutes §627.730 - §627.7405. A copy of the policy is not available to Plaintiff and is in the exclusive possession of Defendant.
7. The above-described policy was in full force and effect on the date BORGES RODRIGUEZ BARBARA C. sustained the bodily injuries and provided PIP coverage and medical expense coverage to BORGES RODRIGUEZ BARBARA C. for the bodily injuries he/she sustained.
8. On or about 10/21/2024, BORGES RODRIGUEZ BARBARA C. assigned his benefits to Plaintiff.
9. At all times material hereto, the actions and intent of the ELITE MEDICAL OFFICE CORP and BORGES RODRIGUEZ BARBARA C. created an equitable assignment.

10. Plaintiff furnished Defendant with a properly executed application for No-Fault benefits together with medical authorizations for the Defendant to obtain information necessary to the prompt adjustment of any claims and Defendant had the opportunity to seek any additional information needed pursuant to the means provided under F.S. §677.736(6) & (7).
11. Plaintiff gave notice of covered losses and made demand for No-Fault benefits for necessary and related medical, rehabilitative, and remedial treatment for Date Of Service 10/21/2024 through 11/8/2025.
12. Plaintiff has performed all conditions precedent to entitle Plaintiff to recover benefits for said necessary medical, rehabilitative and remedial treatment regarding, the above described policy.

## **COUNT I**

### **BREACH OF CONTRACT FOR FAILURE TO PAY BENEFITS**

13. Defendant did not make payment of the No-Fault benefits within thirty (30) days as required by F.S. §627.736(4)(b).
14. Defendant failed to pay BORGES RODRIGUEZ BARBARA C.'s covered losses and Defendant had no reasonable proof to establish that it was not responsible for the payment.
15. Due to the failure of the Defendant to pay No-Fault benefits in accordance with the law, Plaintiff has been required to retain the undersigned law firm for the prosecution of this

suit. The Plaintiff has agreed to pay and the attorneys of the firm have agreed to accept any Court awarded fee.

16. Defendant has failed to pay the statutory interest penalties and the statutory attorney's fees required by law.

17. Plaintiff would derive a direct benefit from the court's judgment ordering the

a. Defendant to pay interest and attorneys fees even if Defendant pays all or some of the disputed benefits before judgment is entered after suit is filed.

WHEREFORE, Plaintiff demands judgment for personal injury protection benefits, extended medical payment benefits together with pre-judgment interest thereon, all interest on any past benefits not timely paid pursuant to F.S. §627.736(4)(c), attorneys fees pursuant to F.S. §627.428 and F.S. §627.736(8), legal assistant fees pursuant to F.S. §57.104 and costs pursuant to F.S. §92.231 and F.S. §57.104 and costs pursuant to F.S. §92.231 and F.S. §57.041.

PLAINTIFF DEMANDS TRIAL BY JURY ON ALL ISSUES SO TRIABLE

Dated this June 27, 2025.

Respectfully submitted,

By: /s/\_\_\_\_\_  
Neil M. Gonzalez, Esq.  
Julie Barranco, Esq.  
Florida Bar No: 113234  
The Law Offices of Gonzalez & Associates  
999 Ponce de Leon Blvd. Suite. 625  
Coral Gables, FL 33134  
Telephone No. (305) 758-7774  
MiamiPIPpleadingservice@ngonzalezlaw.com



**ELITE MEDICAL OFFICE, CORP.**  
**ASSIGNMENT OF INSURANCE BENEFITS, RELEASE, & DEMAND**

Insurer and Patient Please Read the Following in its Entirety

- I, the undersigned patient/insured knowingly, voluntarily and intentionally assign the rights and benefits of my automobile Insurance, also known as Personal Injury Protection (P.I.P.), and Medical Payments policy of insurance to the above health care provider. I understand it is the intention of the provider to accept this assignment of benefits in lieu of demanding payment at the time services are rendered and that this document will allow the provider to file suit against an insurance company for payment of the insurance benefits. This assignment of benefits includes overdue interest payments and any potential claim for common law or statutory bad faith. If the insurer disputes the validity of this assignment of benefits then the insurer is instructed to notify the provider in writing within five (5) days of receipt of this document. Failure to inform the provider shall result in a waiver by the insurer to contest the validity of this document. The undersigned directs the insurer to pay the health care provider directly without including the patient's name on the check.
- The insurer is directed by the provider and the undersigned to not issue any checks or drafts in partial settlement of a claim that contain or are accompanied by language releasing the insurer or its insured/patient from liability unless there has been a prior written settlement agreed to by the health provider and the insurer as to the amount payable under the insurance policy or contract. The provider hereby objects to any reductions or partial payments. Any partial or reduced payment, regardless of the accompanying language, issued by the insurer and deposited by the provider shall be done so under protest, at the risk of the insurer, and the deposit shall not be deemed a waiver, accord, satisfaction, discharge, settlement or agreement by the provider to accept a reduced amount as payment in full. The insurer is hereby placed on notice that this provider reserves the right to seek the full amount of the bills submitted.
- In the event the subject medical benefits are disputed by the insurer for any reason the undersigned hereby instructs the insurer to set aside any amount disputed (i.e., to escrow the money) and not pay the disputed amount to anyone, including myself, or any entity until the dispute is resolved. The insurer is instructed to immediately explain in writing to the above provider of any dispute. If the insurer schedules a defense examination or examination under oath (herein after "EUO") the insurer is hereby INSTRUCTED to send a copy of said notification to this provider. The provider or the provider's attorney is expressly authorized to appear at any EUO or IME set by the insurer. The health care provider is not the agent of the insurer or the patient for any purpose.
- This assignment applies to both past and future medical expenses and is valid even if undated. A photocopy of this assignment is to be considered as valid as the original.
- I agree to pay any applicable deductible, co-payments, for services rendered after the policy of insurance exhausts, and for any other services unrelated to the automobile accident.
- The health care provider is given the power of attorney to endorse my name on any check for services rendered by the above provider and to request any statements or examinations under oath the patient provided to any insurer.

Release of information: I hereby authorize this provider to: furnish an insurer, an insurer's intermediary, the patient's other medical providers, and the patient's attorney via mail, fax, or email, with any and all information that may be contained in the medical records; to obtain insurance coverage information in writing (declaration sheet) and telephonically from the insurer; request from the insurer all EOBs for all providers and non-redacted PIP payout sheets; obtain any statements the patient provided to the insurer, obtain copies of all medical records, including but not limited to, documents, reports, scans, notes, bills, opinions, X-rays, IMEs, and MRIs, from any other medical provider or any insurer. The insurer is directed to keep the patient's medical records from this provider private and confidential and the insurer is not authorized to provide these medical records to anyone without the patient's and the provider's prior express written permission. The provider is permitted to produce my medical records to its attorney in connection with any pending lawsuits.

Demand: Demand is hereby made for the insurer to pay all bills within 30 days without reductions and to mail the latest non-redacted PIP payout sheet and the insurance coverage declaration sheet to the above provider within 15 days.

Certification: I certify that: I have read and agree to the above; I have not been solicited or promised anything in exchange for receiving health care; I have not received any promises or guarantees from anyone as to the results that may be obtained by any treatment or service; I agree the provider's prices for medical services, treatment and supplies are reasonable and customary.

Caution: Please read before signing. If you do not completely understand this document please ask us to explain it to you. If you sign below we will assume you understand and agree to the above.

Patient's Name: BARBARA C. BORGES RODRIGUEZ | Date: 10/21/2024

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Signature:



Parent/Guardian Name:

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(If Patient is a Minor, Signature of Parent/Guardian)

IN THE COUNTY COURT IN AND  
FOR MIAMI-DADE COUNTY, FL

CIVIL DIVISION

ELITE MEDICAL OFFICE CORP  
a/a/o BORGES RODRIGUEZ BARBARA C.  
Plaintiff,

CASE NO.:

vs.

RESPONSIVE AUTO INSURANCE COMPANY (THE)  
Defendant.

\_\_\_\_\_ /

**PLAINTIFF'S FIRST REQUEST TO PRODUCE**

**COMES NOW**, Plaintiff, ELITE MEDICAL OFFICE CORP, by and through undersigned counsel and pursuant to Rule 1.350(a)(1) of the Florida Rules of Civil Procedure, hereby request Defendant, RESPONSIVE AUTO INSURANCE COMPANY (THE), to produce and permit the Plaintiff to inspect, copy, test, sample or photograph the following documents, writings, drawings, graphs, charts, photographs, or other data compilations from which information can be obtained:

Where stated "Plaintiff" means the Plaintiff as stated above including the medical provider and/or its assignor. "Defendant" means RESPONSIVE AUTO INSURANCE COMPANY (THE). "Claimant" means the person that was injured in the subject accident and who received the claimed medical/diagnostic services.

1. A certified copy of the all insurance policies and declaration of coverage pages that would inure to the benefit of the Plaintiff/assignee for the date of loss herein.
2. Defendant's claims file relative to the claimant/insured's claim created and kept by the Defendant and/or its employees and/or its agents in the ordinary course of business regarding the claim number assigned to the date of loss referenced in Plaintiff's complaint.
3. All other documents in Defendant's possession relative to the claim at issue not contained in the claims file and not protected by the attorney-client communication privilege.
4. A log of all documents in possession of the Defendant relative to this claim that the Defendant is refusing to produce and the basis for the refusal.

5. Copies of all medical bills, records, reports, travel cards, progress notes, and SOAP notes, received from any and all of the claimant's medical providers for the subject date of loss.
6. A true & correct copy of Defendant's pay-out log, PIP pay-out sheet, or a statement that sets forth an accounting of all medical bills received, the order and date of receipt, the amount paid towards each medical bill and the date of each payment made.
7. Copies of all pre-suit notices of intent to initiate litigation submitted on behalf of any medical provider relative to this claim, as well as all letters dispatched by Defendant in response to each pre-suit notice of intent to initiate litigation.
8. All correspondence and/or documents wherein the Defendant allegedly requested the claimant/insured submit to a medical examination as well as all documents indicating that the claimant received notice of the Defendant's request for a medical examination including, but not limited to, the return receipt cards from the U.S. Post Office.
9. All documents in possession of the Defendant (or its agents, vendors, employees, etc.) which indicate that the claimant's failure to attend a medical examination arranged at the request of the Defendant was unreasonable (including documents which support a defense that the alleged failure to attend was unreasonable) as well as any documents from the claimant or his/her attorney requesting that the medical examination be rescheduled or coordinated to a more convenient date and time.
10. All reports (i.e. peer review reports, utilization reviews, or by whatever name they are called) requested by Defendant prior to or during the pendency of this lawsuit regarding any and all the medical/chiropractic/diagnostic bills received on behalf of this claimant/insured whose bills are at issue herein.
11. Any and all Explanations of Benefits and/or Explanations of Review prepared and dispatched by the Defendant to any/all of the medical providers which submitted bills on behalf of the claimant/insured involved herein.
12. Copy of the police report for the subject loss.
13. All computer diary notes, adjustor notes kept by the Defendant and/or any of its employees and/or agents in the ordinary course of business relative to this claim which are dated prior to the date the Defendant received the demand letter from this Plaintiff.
14. Copies of all reports of medical examinations (IME) and/or record/peer reviews conducted at the request of the Defendant in this claim; the last three years of IRS-1099's issued to any person that performed a medical examination (IME) and/or record/peer review in this case; the last three years of IRS-1099's issued to any entity or vendor that arranged the medical examinations (IME) and/or record/peer reviews in this matter; and

transcripts of all depositions and trial testimony of all persons that performed a medical examination (IME) and/or record review in this case that are in possession of the Defendant and/or its attorneys; any and all records reflecting payment to the medical providers who conducted the medical examination(s) (IME) and/or record/peer reviews for the last three (3) years on the assignor in this case.

15. For each CPT code set forth in the HCFA/CMS form(s) submitted to Defendant for payment by the Plaintiff that rendered services to the claimant/insured which you believe included an excessive charge, please provide all documents which establish your defense that the medical provider billed an excessive and unreasonable amount for said CPT code. If you refuse to provide this information on the basis of any copyright objection (i.e., the information comes from copyrighted material, etc.) then please provide the names and titles of the publications, dates of publication, the names of the publisher, and the page numbers on which the information requested herein can be found. In addition, the Defendant may also provide a photocopy of the cover page, publication page, and copies of the relevant pages of the referenced publication. If the information is contained on an internet website, please provide the address to same and, if necessary, instructions on how to access the underlying data relied on by the Defendant.
16. Any and all documents and/or any other evidence which Defendant intends to rely upon as evidence that the medical bills at issue are not reasonable, and/or related, and/or medically necessary under the circumstances of this case.
17. Copy of all documents, databases, fee schedules etc. utilized by the Defendant in determining the reasonable amount that should have been billed for each CPT code billed by the Plaintiff in this case.
18. All Explanations of Benefits and/or Explanations of Review submitted by the Defendant to other providers than the Plaintiff reflecting the amount billed by these other providers situated in the same county as the Plaintiff for any of the same CPT codes billed by Plaintiff and the amount allowed by the Defendant as payment of those CPT codes.
19. Payments made by the Defendant to other providers located in the same county as the Plaintiff for the same CPT code(s) billed by the Plaintiff during the last three (3) years from the date which Plaintiff's services were provided.
20. All evidence of payments accepted by the Plaintiff, reimbursement levels in the community, and any federal and state medical fee schedules applicable to automobile and other insurance coverage, utilized by Defendant in determining a usual and customary amount for Plaintiff's charges.
21. Any other documents utilized by Defendant in determining a usual and customary amount for Plaintiff's charges.

22. Bills from other providers located in the same county as the Plaintiff received by the Defendant for the 12 months preceding Plaintiff's bill where the other providers submitted charges for one or more of the same CPT codes billed by the Plaintiff herein.
23. Payments made by the Defendant to other providers located in the same county as the Plaintiff for the same CPT code(s) billed by the Plaintiff during same calendar year in which Plaintiff's services were provided.

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was propounded with the Complaint.

Respectfully submitted,

By: /s/ \_\_\_\_\_  
Neil M. Gonzalez, Esq.  
Julie Barranco, Esq.  
Florida Bar No: 113234  
The Law Offices of Gonzalez & Associates  
999 Ponce de Leon Blvd. Suite. 625  
Coral Gables, FL33134  
Telephone No. (305) 758-7774  
MiamiPIPpleadingservice@ngonzalezlaw.com

IN THE COUNTY COURT IN AND  
FOR MIAMI-DADE COUNTY, FL

CIVIL DIVISION

ELITE MEDICAL OFFICE CORP  
a/a/o BORGES RODRIGUEZ BARBARA C.  
Plaintiff,

CASE NO.:

vs.

RESPONSIVE AUTO INSURANCE COMPANY (THE)  
Defendant.

\_\_\_\_\_ /

**PLAINTIFF'S FIRST INTERROGATORIES TO DEFENDANT**

COMES NOW, Plaintiff, ELITE MEDICAL OFFICE CORP, by and through undersigned counsel, propounds the attached First Set of Interrogatories to Defendant, RESPONSIVE AUTO INSURANCE COMPANY (THE), to be answered, in writing, within thirty (30) days from receipt hereof, in accordance with Rule 1.340 of the Florida Rules of Civil Procedure.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was propounded with the Complaint.

Respectfully submitted,

By: /s/\_\_\_\_\_  
Neil M. Gonzalez, Esq.  
Julie Barranco, Esq.  
Florida Bar No: 113234  
The Law Offices of Gonzalez & Associates  
999 Ponce de Leon Blvd. Suite. 625  
Coral Gables, FL33134  
Telephone No. (305) 758-7774  
MiamiPIPleadingservice@ngonzalezlaw.com



## **DEFINITIONS**

"You" as used in these interrogatories means your corporation, company or partnership, or anyone who handles, adjusts or investigates claims on its behalf.

"Document" shall mean all written, recorded, or graphic materials, however produced or reproduced, pertaining in any way to the subject matter of this action. This definition includes, but is not limited to, any and all originals, copies, or drafts of the following: records; notes; summaries; schedules; contracts or agreements; drawings; sketches; invoices; orders or acknowledgments; diaries, reports, forecasts or appraisals; memoranda of telephone or in person conversations by or with any person, or any other memoranda; letters, telegrams, telexes, or cable prepared, drafted or sent; tapes, transcripts, or recordings; photographs, pictures or films; computer programs or data; or other graphic, symbolic, recorded or written materials of any nature whatsoever, including any document in the possession, custody, or control of any other person. Any document which contains any comment, notation, addition, insertion or marking of any kind which is not part of another document or any document which does not contain any comment, notation, addition, insertion or marking of any kind which is a part of another document, is to be considered a separate document.

"Person" shall mean a natural person, a partnership, firm, corporation or any other kind of business or legal entity; and all of its agents or employees.

"You" and "Your" shall mean or refer to Defendant(s) as captioned above, or any one acting on their behalf.

If you claim any form of privilege, whether based on statute or otherwise, as a ground for not answering an interrogatory or any portion thereof, set forth in complete detail each and every fact or ground upon which the privilege is based, including sufficient facts for a court to make a full determination whether the claim of privilege is valid. If you claim any form of privilege as the ground for not describing all the communications, please state the following as to each such conversation:

- a. The date thereof;
- b. The name, present or last known business address and telephone number, title and occupation of each person present during all or any part of such conversation;
- d. A description of each such oral communication which is sufficient to identify the particular conversation without revealing information for which the privilege is claimed; and
- e. Each and every fact or basis on which you claim any such privilege.

Where an interrogatory calls for description of a document as to which you claim privilege as ground for non-production, please set forth with respect to such document, in addition to any other information requested:

- a. Author;
- b. Addressee, if any;
- c. Title;



- d. Type of document (e.g., letter, memo, telegram, chart, report, etc.);
- e. Subject matter (without revealing information as to which privilege is claimed); and
- f. The basis for your claim of privilege.

### **INTERROGATORIES**

1. State the names, corporate address, and positions of all the persons most knowledgeable within the Defendant's corporation/organization about the claim subject to this matter.
2. Is the Defendant contesting that the treatment provided, for which any payment has been issued, was medically necessary? Is the Defendant contesting that it was related to the automobile accident subject to this action?
3. Did the Plaintiff comply with all conditions precedent before filing this lawsuit? If not, what specific conditions precedent do you contend the Plaintiff did not comply with?
4. Where the bills submitted by the Plaintiff submitted on a timely basis? Did the Defendant issue payment on any of the Plaintiff's bills? If so what was the total amount paid and for what dates of service.
5. Has a demand letter for payment of medical bills been received by the Defendant on behalf of the Plaintiff? If so did it correctly identify a) the claim number, b) policy number, c) the total amount billed?
6. Did the defendant respond to the demand letter? If the response was issued does it include a) explanations of benefits, b) a PIP payment log?

**JURAT**

BY: \_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_  
\_\_\_\_\_, as Authorized Agent for Defendant, \_\_\_\_\_, who  
being by me first duly sworn, deposes and says that he/she executed the foregoing Answers to  
Interrogatories and that they are true and correct. WITNESS my hand and official seal at  
\_\_\_\_\_ County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

IN THE COUNTY COURT IN AND  
FOR MIAMI-DADE COUNTY, FL

CIVIL DIVISION

ELITE MEDICAL OFFICE CORP  
a/a/o BORGES RODRIGUEZ BARBARA C.  
Plaintiff,

CASE NO.:

vs.

RESPONSIVE AUTO INSURANCE COMPANY (THE)  
Defendant.

\_\_\_\_\_ /

**PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS TO  
DEFENDANT**

**COMES NOW**, Plaintiff, ELITE MEDICAL OFFICE CORP, by and through undersigned counsel and pursuant to rule 1.370, Florida Rules of Civil Procedure, requests that Defendant, RESPONSIVE AUTO INSURANCE COMPANY (THE), hereby to admit the truth of the matters hereinafter set forth on or by the thirty (30th) day after service hereof by answering in writing.

1. The Defendant has no evidence that the subject automobile accident did not occur and/or that the claimant was not involved in the accident.
2. The Defendant has no evidence that the claimant was not injured in the accident.
3. The Defendant issued a policy of insurance providing coverage to the claimant for personal injury protection benefits which was in full force and effect on the date of the accident.
4. The Defendant has no evidence that the Claimant made material misrepresentations in regards to the subject claim.
5. The Defendant did not have a report from a qualified licensed physician regarding this claim.

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was propounded with the Complaint.

Respectfully submitted,

By: /s/ \_\_\_\_\_  
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