

IN THE COUNTY COURT FOR
POLK COUNTY, FLORIDA

CIVIL DIVISION CASE NO: 2013SC-001286-
0000-LK

RAYMOND E. GUNDER, JR.,
on behalf of Burkhalter,

Plaintiff,

v.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Defendants.

**DEFENDANT STATE FARM MUTUAL AUTOMOBILE COMPANY'S
FIRST REQUEST TO PRODUCE TO PLAINTIFF RAYMOND E. GUNDER, JR**

The Defendant, State Farm Mutual Automobile Insurance Company (“State Farm”), by and through undersigned counsel and pursuant to Florida Rule of Civil Procedure 1.350, requests Plaintiff, Raymond E. Gunder, Jr. (Plaintiff under the Durable Power of Attorney from Ronald Burkhalter), produce the documents identified in the following requests for production numbered 1 thorough 14, pursuant to the Definitions and Instructions below, thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. Unless otherwise specified in these requests for production, the following definitions apply:

2. The terms “you,” “your” or “plaintiff” mean Raymond E. Gunder, Jr., as an individual and/or on behalf of Ronald Burkhalter, and all persons acting on behalf of this

plaintiff including all present and former, agents, representatives, or attorneys of, or consultants, or advisors to, plaintiff.

3. The singular and plural forms of any word shall be interchangeable, as shall masculine and feminine pronouns.

4. Connector words shall be construed conjunctively or disjunctively as necessary to bring within the scope of any request any information which might otherwise be construed to be outside the scope.

5. The term “person” includes any natural person, alive or deceased, and all other entities having legal existence, including but not limited to any corporation, organization, partnership, other business entity or association, and any government or governmental body, commission, department, committee, board or agency.

6. “State Farm” means and refers to State Farm Mutual Automobile Insurance Company and its agents.

7. Except when specified, the terms “Complaint” or “your Complaint” mean the Complaint authorized by you and filed on your behalf in the above-captioned lawsuit, including any amendments thereto.

8. The term “writing” includes all documents, any written materials and all other media used to record or memorialize information, including but not limited to, information saved in computer memory, electronic mail, diskettes, hard drives, magnetic tape, audio tape, and video tape.

9. The term “documents” means:

a. all written, printed, typed, recorded or graphic matter of every type and description, however and by whomever prepared, produced, reproduced, disseminated or

made, in your actual or constructive possession, custody or control, including but not limited to, all writings, letters, correspondence, computer printout of emails or other communications, graphs, charts, photographs, films, estimates, supplements, receipts, invoices, contracts, ledgers, cancelled checks, books and records, internal memoranda, reports, studies, calendars, minutes, records of meetings, records of telephone conferences, pamphlets, training materials, accounting records (including financial as well as any inventory accounting), appraisals, telegrams, memoranda, notes (including handwritten notes), instructions, notebooks, records, agreements, address books, microfilm, notices, releases, waivers, assignments, summaries, invoices, checks, pay stubs, payment records, bills, drafts, data sheets, data compilations, computer data sheets, computer data compilations, work papers, work sheets, calendars, statistics, tape recordings, transcripts of tape recordings, phonograph records or data compilations from which information can be obtained or translated into reasonably usable form;

b. The original and all other copies not absolutely identical;

c. All drafts and notes (whether typed, handwritten or otherwise) made or prepared in connection with such documents, whether used or not, all exhibits, attachments, or other materials affixed thereto; and

d. All writings.

10. "Communication" means any contact, oral or written, formal or informal, at any time or place, under any circumstance, in any manner, whereby a statement of any nature is transmitted or transferred, including any meeting or other conversation, and shall include, without limitation, any document relating to any such contact.

11. The phrase “relating to,” “relates to,” or “related to” as used in this request is intended to and shall be interpreted to mean relates to, refers to, pertains to, contains, concerns, describes, embodies, mentions, constitutes, constituting, supports, corroborates, demonstrates, proves, evidences, shows, refutes, disputes, rebuts, controverts, contradicts, or is logically or factually connected with the repair charges, services, parts and materials, or any other issues described in Plaintiff’s Complaint.

12. The words “identify”, “identity”, and “identification” when used with respect to a person mean to state the full name and present or last known residence and business or permanent address of such person and, if a natural person, his/her present or last known job title, and the name and address of his/her present or last known employer.

13. The words “identify”, “identity” and “identification” when used with respect to a document (including electronically stored information), means and includes the name and address of the custodian of the document, the location of the document, and a general description of the document, including the type of document (e.g., letter or memorandum) and, if electronically stored information the software application used to create it (e.g. MS Word or MS Excel Spreadsheet), the date, the subject matter, the name of each person who wrote, signed, initialed, dictated or otherwise participated in the preparation of the document, the name and address of each addressee (if any) and the name and address of each person who has possession, custody or control of such document. If any such document was, but is no longer in your possession or subject to your control, state what disposition was made of it and the reason for its disposition.

14. The words “identify”, “identity”, and “identification” when used with respect to an act, occurrence, conversation, statement or conduct, including an alleged violation or breach

(hereinafter collectively called an “act”), mean to: (1) describe the substance of each event constituting such an act and to state the date when such act occurred; (2) identify each person participating in such act; (3) identify each person present when such act occurred; (4) state whether the occurrence of such act was recorded or described in a document; (5) state whether such document, or a copy thereof, now exists; and (6) identify the person presently having possession, custody or control of each such document.

15. The words “identify”, “identity”, and “identification” when used in reference to any other item means to provide all information about the item being identified that is available to you, including a detailed description of the item, its location, and its custodian.

16. If, in response to any of the document requests, you claim that a document or documents are privileged, please state, with regard to each designated document, the following:

- a. The type of privilege claimed (e.g. attorney/client, work product, trade secret, etc.);
- b. The type of document involved (e.g. letter, report, etc.);
- c. The author or authors of the document;
- d. All recipients of the document;
- e. The date of the document; and
- f. The subject matter of, or addressed by, the document.

17. If any requested document that at one time existed is now lost, destroyed or discarded, please identify such document and provide as much of the following information as possible:

- (i) the type of document;
- (ii) its date;

- (iii) the date or approximate date it was lost, destroyed or discarded;
- (iv) the circumstances and manner in which it was lost, destroyed or discarded;
- (v) the reason or reasons the document was lost, destroyed or discarded;
- (vi) the identity of each person who authorized or has knowledge of the circumstances surrounding the disposal of the document;
- (vii) the identity of each person who lost, discarded or destroyed the documents; and
- (viii) the identity of each person having knowledge of the contents of the documents.

18. Unless otherwise indicated in a specific request, the time period covered by these requests is from January 2010 through the present.

REQUESTS FOR PRODUCTION

1. Plaintiff's entire file and any documents, including but not limited to all electronically stored information in its original format and organization, relating to repairs, inspections, and/or labor performed on Ronald Burkhalter's vehicle by Raymond E. Gunder, Jr. or Gunder Auto Center, or at the direction of Raymond E. Gunder, Jr. or Gunder's Auto Center, and/or any other repairs, parts, inspection or labor that is at issue in this litigation.

2. Any and all time records, reports, timecards, payroll information or any other documents reflecting the name of the person(s) who worked on Ronald Burkhalter's vehicle that is the subject of this litigation.

3. Any and all time records, reports, timecards, payroll information or any other documents reflecting the amount of time each person who worked on the subject vehicle spent performing the repairs.

4. Any and all documents, evidencing or relating to any contact or communications between Plaintiff and Ronald Burkhalter regarding his insurance claim at issue in this litigation, or otherwise pertaining to his claim for insurance benefits.

5. Any and all documents, evidencing or relating to any contact or communications between Plaintiff and Gunder's Auto Center regarding Ronald Burkhalter's insurance claim at issue in this litigation, or otherwise pertaining to Mr. Ronald Burkhalter's claim for insurance benefits.

6. Any and all documents, evidencing the amount Ronald Burkhalter has been charged or billed by Raymond E. Gunder, Jr. or Gunder's Auto Center for the auto body repairs at issue in this litigation, including any outstanding balances still owed that have been charged or billed to Ronald Burkhalter.

7. Any and all documents evidencing the amount Ronald Burkhalter has paid Raymond E. Gunder, Jr. or Gunder's Auto Center for the auto body repairs at issue in this litigation.

8. Any and all documents evidencing any agreement or contract between Ronald Burkhalter and Raymond E. Gunder, Jr.

9. Any and all documents evidencing any agreement or contract between Ronald Burkhalter and Gunder's Auto Center.

10. Any and all documents evidencing any agreement or contract between Raymond E. Gunder, Jr. and Gunder's Auto Center.

11. Any and all agreements or contracts Raymond E. Gunder, Jr. has with any automobile dealers, automobile repairs shops, or any vendor related to his involvement in any automobile consulting business.

12. Copies of all documentation evidencing repairs made to Ronald Burkhalter's vehicle, which Plaintiff contends, have not been reimbursed under the subject insurance policy as well as all documents evidencing the amount charged to Ronald Burkhalter for such repairs.

13. To the extent not requested above, any and all documents that support Plaintiff's claim that Plaintiff is entitled to additional benefits under the subject insurance policy for repairs made to Ronald Burkhalter's vehicle.

14. Any and all documents referenced or used to prepare the responses to State Farm's First Set of Interrogatories, including any documents specifically referenced or mentioned in the responses to interrogatories.

Respectfully submitted,

/s/ Johanna W. Clark

Johanna W. Clark

Florida Bar No. 196400

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*Attorneys for State Farm Mutual Automobile
Insurance Company*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 16, 2013, a true and correct copy of the foregoing was filed using the E-portal Filing System and a copy of the foregoing has also been furnished by e-mail to **A. Brent Geohagan, Esq.**, 3001 Bartow Road, Lakeland, FL 33801 at abrent@geohaganlaw.com.

/s/ Johanna W. Clark
Johanna W. Clark