

**IN THE SUPERIOR COURT OF CLAYTON COUNTY  
STATE OF GEORGIA**

KIMBERLY LOVE,

Plaintiff,

v.

KEVIN M. JACKSON, TRIPLE CROWN  
SERVICES COMPANY, and ZURICH  
AMERICAN INSURANCE COMPANY,

Defendants.

Civil Action File No. 2013CV02020-6

**PLAINTIFF'S NOVEMBER 8, 2103 REQUEST FOR ADMISSIONS TO DEFENDANTS  
KEVIN M. JACKSON AND TRIPLE CROWN SERVICES COMPANY**

**COMES NOW** Plaintiff, KIMBERLY LOVE, by and through her attorneys and requires that Defendants, KEVIN M. JACKSON and TRIPLE CROWN SERVICES COMPANY, seperatley make the following admissions under oath for the purpose of this action only, pursuant to O.C.G.A. § 9-11-36 and subject to all pertinent objections to admissibility which may be interposed at trial, within 30 days from the date of service as provided by law, with a copy of the responses to be furnished to Plaintiff's attorney, Joseph A. Fried, Esquire, Fried Rogers Goldberg LLC, 3560 Lenox Road, N.E., Suite 1250, Atlanta, Georgia 30326.

**NOTE A:** In reply to these Requests for Admission, your answer should specifically admit or deny the request, or set forth in detail the reasons why the request cannot be truthfully admitted or denied. Any denial shall fail to meet the substance of the requested admission, and when good faith requires that you qualify your answer or deny only a part of the matter of which an admission is requested, you shall specify so much of it as is true and qualify or deny the remainder. O.C.G.A. § 9-11-36(a)(2).

**NOTE B:** As the answering party, you may not give lack of information or knowledge as a reason for failure to admit or deny unless reasonable effort has been made and

the information known or readily obtainable and available to the Defendant is sufficient to enable the Defendant to admit or deny the matter. O.C.G.A. § 9-11-36(a)(2).

**NOTE C:** If the Defendant considers that a matter requested presents a genuine issue for trial, this alone does not constitute grounds for an objection. Mixed questions of law and fact, opinions, and genuineness of documents are all legitimate subjects of Requests for Admission. O.C.G.A. § 9-11-36(a)(1)(2).

### **REQUEST FOR ADMISSIONS**

1. Admit that the law firm of MCMICKLE, KUREY & BRANCH, LLP is your legal counsel in the defense of this civil action.
2. Admit that you are represented in this action by two lawyers from the law firm of MCMICKLE, KUREY & BRANCH, LLP, named KEVIN P. BRANCH and JON M. HUGHES.
3. Admit that your lawyers obtained Kimberly Love's medical records from Grady Health System, by serving a non-party request for production of documents in this civil action to Grady Healthcare System pursuant to O.C.G.A. § 9-11-34(c).
4. Admit that JON M. HUGHES personally appeared in Clayton County and hand-delivered copies of Kimberly Love's medical records to Shalonda Jones-Parker.
5. Admit that on Thursday, October 10, 2013, JON M. HUGHES personally appeared in Clayton County and hand-delivered copies of Kimberly Love's medical records to Shalonda Jones-Parker
6. Admit that when JON M. HUGHES personally appeared in Clayton County and hand-delivered copies of Kimberly Love's medical records to Shalonda Jones-Parker, he was doing so as your agent.
7. Admit that when JON M. HUGHES personally appeared in Clayton County and hand-delivered copies of Kimberly Love's medical records to Shalonda Jones-Parker, he was not acting as your agent.
8. Admit that when JON M. HUGHES personally appeared in Clayton County and hand-delivered copies of Kimberly Love's medical records to Shalonda Jones-Parker, he was doing so with your knowledge.

9. Admit that when JON M. HUGHES personally appeared in Clayton County and hand-delivered copies of Kimberly Love's medical records to Shalonda Jones-Parker, he was doing with your authority.
10. Admit that when JON M. HUGHES personally appeared in Clayton County and hand-delivered copies of Kimberly Love's medical records to Shalonda Jones-Parker, he was doing so without your knowledge.
11. Admit that when JON M. HUGHES personally appeared in Clayton County and hand-delivered copies of Kimberly Love's medical records to Shalonda Jones-Parker, he was doing so without your authority.
12. Admit that after JON M. HUGHES personally appeared in Clayton County and hand-delivered copies of Kimberly Love's medical records to Shalonda Jones-Parker, your insurer paid for his time and expenses related to his delivery of such medical records.
13. Admit that when JON M. HUGHES personally appeared in Clayton County and hand-delivered copies of Kimberly Love's medical records to Shalonda Jones-Parker, he was doing so at the direction of your insurer.
14. Admit that when JON M. HUGHES personally appeared in Clayton County, he requested that Shalonda Jones-Parker bring criminal charges against Kimberly Love for driving while intoxicated at the time and place of the collision made the subject of this civil action.
15. Admit that when JON M. HUGHES personally appeared in Clayton County and requested that Shalonda Jones-Parker bring criminal charges against Kimberly Love for driving while intoxicated at the time and place of the collision made the subject of this civil action, he was doing so as your agent.
16. Admit that when JON M. HUGHES personally appeared in Clayton County and requested that Shalonda Jones-Parker bring criminal charges against Kimberly Love for driving while intoxicated at the time and place of the collision made the subject of this civil action, he was not acting as your agent.
17. Admit that when JON M. HUGHES personally appeared in Clayton County and requested that Shalonda Jones-Parker bring criminal charges against Kimberly Love for driving while intoxicated at the time and place of the collision made the subject of this civil action, he was doing so with your knowledge.
18. Admit that when JON M. HUGHES personally appeared in Clayton County and requested that Shalonda Jones-Parker bring criminal charges against Kimberly Love for driving while intoxicated at the time and place of the collision made the subject of this civil action, he was doing with your authority.

19. Admit that when JON M. HUGHES personally appeared in Clayton County and requested that Shalonda Jones-Parker bring criminal charges against Kimberly Love for driving while intoxicated at the time and place of the collision made the subject of this civil action, he was doing so without your knowledge.
20. Admit that when JON M. HUGHES personally appeared in Clayton County and requested that Shalonda Jones-Parker bring criminal charges against Kimberly Love for driving while intoxicated at the time and place of the collision made the subject of this civil action, he was doing without your authority.
21. Admit that after JON M. HUGHES personally appeared in Clayton County and requested that Shalonda Jones-Parker bring criminal charges against Kimberly Love for driving while intoxicated at the time and place of the collision made the subject of this civil action, your insurer paid for his time and expenses related to his delivery of such medical records.
22. Admit that when JON M. HUGHES personally appeared in Clayton County and requested that Shalonda Jones-Parker bring criminal charges against Kimberly Love for driving while intoxicated at the time and place of the collision made the subject of this civil action, he was doing so at the direction of your insurer.
23. Admit that JON M. HUGHES did not provide any notice to Kimberly Love or to her attorneys of record of his intention to disclose her medical records to Shalonda Jones-Parker.
24. Admit that you did not provide any notice to Kimberly Love or to her attorneys of record of his intention to disclose her medical records to Shalonda Jones-Parker.
25. Admit that none of your attorneys provided any notice to Kimberly Love or to her attorneys of record of his intention to disclose her medical records to Shalonda Jones-Parker.
26. Admit that when JON M. HUGHES delivered Kimberly Love's medical records to Shalonda Jones-Parker, he did so as part of a strategy to use criminal prosecution against Ms. Love to gain advantage in defense of this civil action.
27. Admit that Triple Crown Services Company entered into a Contractor Operating Agreement with Kevin M. Jackson, which was in effect at the time of the collision made the subject of this civil action.
28. Admit that under the terms of the Contractor Operating Agreement existing between Triple Crown Services Company and Kevin M. Jackson, Triple Crown Services Company agreed to assume complete responsibility for the operation of Kevin M. Jackson's highway tractor for the duration of the Contractor Operating Agreement.

29. Admit that the Federal Motor Carrier Safety Regulations required that Triple Crown Services Company assume complete responsibility for the operation of Kevin M. Jackson's highway tractor for the duration of the Contractor Operating Agreement.
30. Admit that, in this civil action, Triple Crown Services Company assumes complete responsibility for the negligent operation of Kevin M. Jackson's highway tractor, to the extent that such is proven at trial.
31. Admit that, in this civil action, Triple Crown Services Company's assumption of complete responsibility for the operation of Kevin M. Jackson's highway tractor includes the payment of any judgments entered against Mr. Jackson for the negligent operation of his highway tractor while he was operating the same during the duration of Contractor Operating Agreement.
32. Admit that, in this case, Triple Crown Services Company's assumption of complete responsibility for the operation of Kevin M. Jackson's highway tractor includes the payment of any judgments entered against Mr. Jackson in the event that a jury finds that he negligently caused the collision that is the subject of this case.
33. Admit that, in this case, Triple Crown Services Company's assumption of complete responsibility for the operation of Kevin M. Jackson's highway tractor includes the payment of any judgments entered against Mr. Jackson for the negligent operation of his highway tractor while he was operating the same during the duration of Contractor Operating Agreement, regardless of whether Triple Crown Services Company has insurance in place to pay for any such judgment.
34. Admit that, in this case, Triple Crown Services Company does have liability insurance in place, which will cover any judgment entered against Kevin M. Jackson in this civil lawsuit for any negligent operation of his highway tractor proven at trial.
35. Admit that, in this case, Triple Crown Services has produced to Plaintiff all driver training materials and videos that Triple Crown Services used to train or instruct Kevin Jackson.
36. Admit that when a driver operating under Triple Crown Services authority is involved in a collision with a motorist resulting in serious injuries Triple Crown Services undertakes to make an accident preventability determination as part of its normal business practice.
37. Admit that, in this case, Triple Crown Services made an accident preventability analysis.
38. Admit that, in this case, Triple Crown Services has produced to Plaintiff all accident preventability materials and manuals used by Triple Crown Services to make accident preventability determinations.

39. Admit that, in this case, Triple Crown Services has produced to Plaintiff all material that it reviewed and/or relied upon in making an accident preventability determination concerning the subject incident.

Done this 8<sup>th</sup> day of November, 2013.

FRIED ROGERS GOLDBERG LLC



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JOSEPH A. FRIED  
GEORGIA STATE BAR NUMBER 277251  
R. SEAN MCEVOY  
GEORGIA STATE BAR NUMBER 490918

ATTORNEYS FOR PLAINTIFFS

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