IN THE SUPREME COURT OF VIRGINIA

IN RE

LOUIS B. ANTONACCI,

Plaintiff-Petitioner.

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ARLINGTON CIRCUIT COURT

VERIFIED PETITION FOR WRITS OF PROHIBITION AND MANDAMUS

Record No. _____

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VERIFIED PETITION FOR WRITS OF MANDAMUS AND PROHIBITION

Plaintiff-Petitioner, Louis B. Antonacci ("Antonacci"), pursuant to Va. Code Sections 8.01-407 and 8.01-644, and Va. Sup. Ct. R. 4:9A, hereby files this Petition for Writs of Mandamus and Prohibition directed to Arlington County Circuit Court (Seventeenth Judicial District) Judge Louise DiMatteo, and states as follows:

1. Plaintiff-Petitioner Louis B. Antonacci is the plaintiff in a civil matter is Arlington County Circuit Court. *Louis B. Antonacci v. Sergio Palma, et. al.*, consolidated case nos. CL25003213, CL26002265, CL26002682 (file July 18, 2025).

2. Antonacci resigned as an attorney from the Virginia State Bar on September 3, 2025. Antonacci is not licensed to practice law in Virginia and never moved to appear in this case or the Arlington case *pro hac vice*. Antonacci is proceeding *pro se* in this matter and in the Arlington case.

3. Judge Louise DiMatteo is an Arlington County Circuit Court (17th Judicial District) Judge who presided over the Defendants' Motion to Quash the Subpoena Duces Tecum served

on National General Insurance Company ("National General") on August 11, 2026.

4. The consolidated cases arise out of a bicycle crash caused by the Defendants' operation of a motor vehicle at the intersection of South Walter Reed Drive and South Four Mile Run Drive in Arlington, Virginia, on June 18, 2024. (Consolidated Complaint, **Exhibit 1**.)

5. The vehicle fled the scene of the accident they caused and Antonacci has had to identify the potential drivers through litigation.

6. After Antonacci brought suit, Defendants filed insurance claims with National General, who produced a liability policy covering the vehicle at the time of the occurrence.

7. Integon Preferred Insurance Services ("Integon") is the underwriter of the policy.

8. National General appointed Mike Carita of LevineCarita PLLC to represent the Defendants.

9. LevineCarita does not represent National General or Integon.

10. On August 3, 2026, Antonacci filed with the Arlington County Clerk subpoenas duces tecum on National General and Integon, both with return dates of August 31, 2026. (Subpoenas Duces Tecum, **Exhibit 2**.)

11. The Arlington Circuit Court Clerk issued the subpoenas duces tecum and National General and Integon were served with those subpoenas on August 11, 2026. (Returns of Service, **Exhibit 3.**)

12. Neither Integon nor National General filed or served any objection to the subpoena, nor did they produce any documents.

13. On August 24, 2026, the Defendants, by counsel, filed a motion to quash the subpoena served upon National General. (Motion to Quash, **Exhibit 4**.)

14. No one has ever filed a motion to quash the subpoena served on Integon. Integon has not filed or served any written objections.

15. On August 25, 2026, Antonacci filed his Response in Opposition to the Defendants' Motion to Quash the subpoenas

duces tecum. As set forth therein, and as counsel for defendants has repeatedly admitted, counsel for defendants has no attorney-client relationship with National General or Integon. (Opposition to Motion to Quash, **Exhibit 5**.)

16. Nonetheless, on September 4, 2026, Judge DiMatteo ordered, over Antonacci's repeated objections, that counsel for defendants shall produce documents responsive to Antonacci's subpoenas directly to her chambers, and further that counsel for defendants shall produce the applicable privilege logs. (September 4, 2026 Order, **Exhibit 6**.)

17. That ruling has no basis under Virginia law, or the law of any jurisdiction as far as the undersigned is aware.

18. Va. Code § 8.01-407 authorizes the clerks of Virginia Courts of Record to issue summonses compelling attendance by nonparties in civil cases.

19. Va. Sup. Ct. R. 4:9A governs the production of documents by nonparties in civil cases.

20. 4:9A(c)(3) speaks to the Circuit Court's authority over the nonparty's compliance with the subpoena. Nothing in Rule 4:9A(c)(3) authorizes what Judge DiMatteo has done here.

21. On September 10, 2026, Antonacci filed a Motion to Reconsider the September 4, 2026 Order, which he set for hearing on September 25, 2026. That same day, Antonacci separately filed written objections to the Order. (Motion to Reconsider, Objections, Praceipes, **Exhibit 7**.)

22. Also on September 10, 2026, Antonacci filed a Motion to Compel Integon to comply with the subpoena duces tecum with which he served them on August 11, 2026.[1] (**Id**.)

23. On September 11, 2026, counsel for defendants copied Antonacci on a letter to DiMatteo's chambers stating that, to comply with the DiMatteo's "September 4, 2026 Order regarding Defendants' Motion to Quash Plaintiff's Subpoena Duces Tecum to Integon Preferred Insurance Company/National General Insurance Company," it had "enclose[ed] the full claims file and

[1] Counsel for National General subsequently requested that the hearing on the Motion to Compel Integon's compliance with the subpoena duces tecum be moved to October 9, 2026, to which Antonacci agreed. That notwithstanding, no one has entered an appearance on behalf of Integon or effectively filed objections or responses on its behalf.

privilege log for all documents that we are claiming are protected from disclosure." Counsel for defendants did not file that letter with the Arlington Circuit Court Clerk. (Defendants' Ltr. to Chambers, September 11, 2026, **Exhibit 8**.)

24. Counsel for Defendants did not provide any of the supposedly produced documents to Antonacci, not did he provide Antonacci with Defendants' privilege log.

25. On September 14, 2026, National General appeared in Arlington County Circuit Court for the first time. Integon has not appeared in the case nor has it filed any response to the subpoena duces tecum with which it was served on August 11, 2026. (National General's Motions to Quash, **Exhibit 9**.)

26. National General filed Motions to Quash Antonacci's Praecipes setting a hearing, for September 25, 2026, on his Motions to Reconsider Judge DiMatteo's September 4, 2026 ruling, and to Compel Integon to Produce Documents Responsive to His Subpoenas, together with National General's Oppositions to those Motions.

27. Integon has not made any appearance or filed its own objections. National General seems to argue in its Opposition to Antonacci's Motion to Compel that, because Integon is a subsidiary and affiliate of National General, they are effectively the same entity for legal purposes. Despite their counsel's failure to grasp basic corporate legal principles, Antonacci seeks to compel Integon to respond to his subpoena duces tecum as the distinct legal entity that it is.

28. Antonacci has not received, or had the opportunity to review, any documents he subpoenaed from National General or Integon.

29. Neither Integon nor National General has complied with Virginia law, or the Virginia Rules of Civil Procedure, requiring them to respond, in writing, to Antonacci's Subpoenas Duces Tecum and provide responsive documents to the Arlington County Circuit Court Clerk, together with their privilege logs. Rule 4:9A(c)(3).

30. Because neither Defendants nor Integon filed any written objection to the subpoena duces tecum prior to the August

31, 2026 return date, any objections and claims of privilege have been waived as to Integon.

31. Counsel for defendants, Jeremy Tishler of LevineCarita PLLC, has signed numerous court papers falsely claiming that Defendant Sonia E. Vdes has relocated to Guatemala, despite conceding that her husband, daughter, and grandson all still reside at the same address in Alexandria, Virginia, where he also conceded, after presenting a forged affidavit to the Court, that Vides was properly served via posted service at that same address in Alexandria. And while Tishler claims that Vides relocated to Guatemala two years ago, neither her husband nor her daughter are able to provide a Guatemalan address for her.

32. Antonacci moved for sanctions against Tishler, pursuant to Va. Code §8.01-271.1B, which Judge DiMatteo denied at the same hearing where she ordered Tishler to produce the documents Antonacci subpoenaed from National General and Integon, who he does not represent, directly to her chambers. (Motion for Sanctions and Order Denying Same, **Exhibit 10**.)

Tishler never filed a written response to the Motion for Sanctions against him.

33. As Antonacci explained during the hearing of September 4, 2026, Antonacci believes that Tishler, National General, and Integon, are hiding Vides because they are aware that Vides attempted to murder Antonacci when she sped into the crosswalk on June 18, 2024, and immediately fled the scene of her crime.

34. As Antonacci further explained during that hearing, Vides's husband, codefendant Sergio Palma, gave a false statement to National General claiming that he was driving the vehicle when the crash occurred on June 18, 2024. Antonacci notified National General that Palma's claim statement is false.

35. As Antonacci explained during the hearing of September 4, 2026, Antonacci saw the female driver of the vehicle, and there is an eyewitness who will corroborate that the driver was female, at-fault, and fled the scene of her crime.

36. Judge DiMatteo is nonetheless protecting this violent criminal and her accomplices after-the-fact, as further demonstrated by her next unlawful act.

37. On September 16, 2026, Judge DiMatteo issued another Order with no basis under Virginia law or the Virginia Rules of Civil Procedure. (DiMatteo September 16, 2026 Order, **Exhibit 11**.)

38. The September 16, 2026 Order states that National General's "records were provided to the Court and the Court reviewed the same. Within the production, the records were separated into documents claiming attorney-client privilege and those that do not." (**Id**.)

39. The September 16, 2026 Order further states "the Court finds that the claims of attorney-client privilege are valid and appropriate and should not be produced, and the other documents appear to be disclosable pursuant to the subpoena duces tecum." (**Id**.)

40. The September 16, 2026 Order further ORDERS "(1) All documents not identified as attorney-client privilege [sic] shall

be turned over to the Plaintiff pursuant to the subpoena duces tecum; (2) Documents identified in the privilege log shall not be disclosed and are quashed. (3) Plaintiff's Motion to Reconsider is Denied."

41. The Defendants, National General, and Judge DiMatteo have performed an unlawful and opaque end-around of Antonacci and the Arlington clerk's office. Judge DiMatteo has ignored the Virginia Rules of Civil Procedure to make an unreviewable ruling that classifies an unknown number of documents as privileged before Antonacci was able to challenge any specific claim of privilege.

42. On September 17, 2026, Antonacci filed a Motion to Reconsider the Court's unfounded, September 16, 2026 Order, and to further stay the lower court proceedings until this Court rules on this Petition. (Second Motion to Reconsider and Motion to Stay, **Exhibit 12**.)

43. Judge DiMatteo is either willfully aiding-and-abetting, as an accomplice-after-the-fact, a hit-and-run driver who

attempted to murder Antonacci, or she is no longer competent to perform her duties as a judge.

44. In either case, after issuing the orders requested in this Petition, Judge DiMatteo should be suspended from her judicial duties pending an investigation into her competence and/or willful complicity in the Defendants' criminal acts.

45. On September 17, 2026, counsel for National General requested that the hearing on the Motion to Compel Integon's compliance with the subpoena duces tecum be moved to October 9, 2026, to which Antonacci agreed. That notwithstanding, no one has entered an appearance on behalf of Integon or effectively filed objections or responses on its behalf.

46. Antonacci has no other way of obtaining this discovery and the acts of Judge DiMatteo are clearly meant to prejudice Antonacci's ability to ascertain and object to the fraud perpetrated by National General and LevineCarita PLLC in concealing the perpetrator of the violent crime committed against Antonacci on June 18, 2024. Judge DiMatteo is plainly trying prejudice Antonacci's ability to properly object to National General and

LevineCarita's baseless assertions of privilege and obviate his ability to effectively appeal any such ruling. Antonacci has no recourse at law because Jude DiMatteo is ignoring the clear and unambiguous Virginia Rules of Civil Procedure to create an opaque process that cannot be effectively challenged. Antonacci therefore files this Petition because he has no adequate remedy at law.

WHEREFORE, Petitioner requests this Court issue a writ of mandamus:

COMMANDING that Arlington County Circuit Court Judge DiMatteo Reconsider and Vacate her Orders of September 4 and 16, 2026, as they relate to the subpoenas duces tecum addressed herein; and

COMMANDING that Arlington County Circuit Judge DiMatteo issue an ORDER(S) compelling National General Insurance Company and Integon Preferred Insurance Company to file with the Arlington County Circuit Court Clerk written responses, and responsive documents, to the subpoenas duces

tecum Petitioner Antonacci served upon them on August 11, 2026, in accordance with Virginia Supreme Court Rile 4:9A(c)(3); and

COMMANDING that Arlington County Circuit Judge DiMatteo issue an ORDER ruling that Integon Preferred Insurance Services has WAIVED all objections to Petitioner Louis B. Antonacci's subpoena duces tecum, served upon Integon on August 11, 2026.

Petitioner requests this Court issue a writ of prohibition:

PROHIBITING Circuit Judge DiMatteo from performing an *in camera* review of the documents that Antonacci subpoenaed from National General Insurance Company and Integon Preferred Insurance Company, which those nonparties are required to produce directly to the Arlington County Circuit Court Clerk, in accordance with Virginia Supreme Court Rule 4:9A(c)(3); and

PROHIBITING Circuit Judge DiMatteo from denying Petitioner Louis B. Antonacci's Motions for Reconsideration of her

September 4 and 16, 2026 Orders, as they relate to the subpoenas duces tecum addressed herein; and

PROHIBITING Circuit Judge DiMatteo from Quashing Petitioner Louis B. Antonacci's Praecipes setting hearings for September 25 and/or October 9, 2026; and

PROHIBITING Circuit Judge DiMatteo, or any other presiding Circuit Judge, from Denying Petitioner Louis B. Antonacci's Praecipes Motion to Compel Integon Preferred Insurance Services to Comply with Subpoena Duces Tecum.

[signature and notarization follows]

Pursuant to Va. Code Section 8.01-4.3, I verify under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: September 17, 2026

Respectfully submitted

/s/

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* * *

Commonwealth of Virginia
City of Alexandria

I hereby certify that on this September 17, 2024, before me, the undersigned Notary Public in and for the Commonwealth of Virginia, at large, personally appeared Louis B. Antonacci, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the foregoing instrument for the purposes set forth herein.

Notary

My Certification Expires: 4/30/2028

DAVID SCOTT SAUTER SR
NOTARY PUBLIC
REG. #347285
MY COMMISSION EXPIRES
04/30/2028
COMMONWEALTH OF VIRGINIA

MEMORANDUM OF LAW IN SUPPORT OF VERIFIED PETITION FOR WRITS OF MANDAMUS AND PROHIBITION

I. STATEMENT OF RELEVANT LAW

Va. Code § 8.01-407 authorizes the clerks of Virginia courts of record to issue summonses compelling attendance by nonparties in civil cases. Rule 4:9A governs the production of documents by nonparties in civil cases. Rule 4:9A(c)(3) speaks to the Court's authority over the nonparty's compliance with the subpoena.

Rule 4:9A(c)(3) provides that, upon written objection, the Court may 1) quash or modify the subpoena; 2) require the issuing party to advance costs; or 3) **direct that the documents subpoenaed "be returned only to the office of the clerk of the court through which such documents and tangible things are subpoenaed in which event, upon request of any party in interest, or his attorney, the clerk of the court must permit the withdrawal of such documents and tangible things.... To permit his inspection, photographing, or copying thereof."**

Any objection to a discovery request must be specifically stated. Rule 4:8(d) (as to interrogatories) & 4:9(b)(ii) (as to requests for production of documents). It is not sufficient to merely

assert an objection without explaining how the discovery request is objectionable. *See, e.g., Massey Energy Co. v. United Mine Workers of America*, 72 Va. Cir. 54, 58 (Fairfax Co. 2006). And if the responding party objects to an item or category of items requested, they must specify the item or category objected to and fully respond to the remainder of the request. Rule 4:9(b)(ii).

The party asserting an attorney-client or work product privilege has the burden to establish the applicability of the privilege. *Commonwealth v. Edwards*, 235 Va. 499, 509 (1988) (citing *United States v. Jones*, 696 F.2d 1069, 1072 (4th Cir. 1982)). Rule 4:1(b)(6)(i) states

> When a party withholds information otherwise discoverable ... by claiming that it is privileged or subject to protection as trial preparation material, the party shall make the claim expressly and shall describe the nature of the documents, communications, or things not produced or disclosed in a manner that, without revealing information itself privilege or protected, will enable other parties to assess the applicability of the privilege or protection.

Failure to provide a privilege log that complies with Rule 4:1(b)(6)(i) results in the waiver of the privilege. *See, e.g., Scordo v. N. Am. Partners in Anesthesia* (Va.), LLC, 112 Va. Cir. 358, 358

(Newport News Co. 2023); *Creasy v. Med. Assocs.*, 98 Va. Cir. 332, 332 (Montgomery Co. 2018).

It has long been the law of the Commonwealth that the lawyer for the insured, despite being appointed by the carrier, owes the same duties to the insured as if the lawyer were privately retained. *Norman v. Insurance Company*, 218 Va. 718, 727 (1978). Subsequent legal ethics opinions have reaffirmed Virginia's rule that a lawyer who is appointed by the carrier, but does not represent the carrier, may not disclose privileged information to the carrier without the client's consent, including the carrier's defenses to coverage. Virginia State Bar Legal Ethics Opinions 1723, approved by the Supreme Court of Virgini on September 29, 1999. For the purposes of the attorney-client privilege, the carrier is a third party and communication of privileged information to the carrier therefore waives the privilege.

"A writ of prohibition is an extraordinary remedy employed 'to redress the grievance growing out of an encroachment of jurisdiction.'" *Elliott v. Great Atlantic Management Co., Inc.*, 236

Va. 334, 338 (1988) (quoting *James v. Stokes*, 77 Va. 225, 229 (1883)). "Mandamus is an extraordinary remedy that may be used 'to compel performance of a purely ministerial duty, but it does not lie to compel the performance of a discretionary duty.'" *Ancient Art Tattoo Studio, Ltd. v. City of Virginia Beach,* 263 Va. 593, 597, 561 S.E.2d 690, 692 (2002) (quoting *Board of County Supervisors v. Hylton Enters., Inc.*, 216 Va. 582, 584, 221 S.E.2d 534, 536 (1976)).

A petition for mandamus or prohibition should be sustained when the petitioner has no adequate remedy at law. *King v. Hening*, 203 Va. 582, 586, 125 S.E.2d 827, 830 (1962).

II. ARGUMENT

This Court should issue writs of mandamus and prohibition because Judge DiMatteo is acting beyond her lawful authority; she has failed to compel the ministerial act of compliance with lawfully issued subpoenas; and Antonacci has no other adequate remedy at law.

Judge DiMatteo is allegedly now sitting on at least some of the documents Antonacci subpoenaed from National General

purportedly to perform an *in camera* review. Antonacci says "allegedly" because he has no way of know what, if anything, was actually delivered to DiMatteo's chambers. But in any case, an *in camera* review for what purpose? There are no other pending issues before the Court.

On September 8, 2026, this case was set for jury trial commencing April 7, 2027. For what purpose does a judge need to review the discovery that Antonacci subpoenaed, from the defendants' insurers, before that discovery is produced to Antonacci? As Antonacci maintained in his response in opposition to Defendants' Motion to Quash, if he disputes any assertion of privilege by National General or Integon, then he will dispute the claim of privilege and move to compel discovery.

This novel extrajurisdictional process is simply a ruse meant to prevent Antonacci from obtaining discovery that likely implicates National General, Integon, and LevineCarita PLLC, as accomplices after-the-fact, in Defendant Sonia Vides's attempted murder of Antonacci. Indeed, Antonacci moved for sanctions against Tishler for his repeated false claims that Vides has

mysteriously abandoned her husband, daughter, and grandson to relocate somewhere in Guatemala that conveniently has no mailing address.

And after the Arlington Circuit Court Clerk served, on behalf of Antonacci, these very simple, standard discovery requests on defendants' insurers, Judge DiMatteo swoops in, on behalf of the Defendants, and effectively quashes those subpoenas by allowing Defendants to respond to those subpoenas, on behalf of their insurers, directly to her chambers. DiMatteo cut out Antonacci and the clerk's office to ensure no incriminating evidence is revealed to Antonacci or into the public record. The Arlington Circuit Court proceedings are a sham.

Rule 4:9A(c)(3) is very specific about the role of the Court on a motion to quash a lawfully served subpoena duces tecum. There is no dispute that the subpoenas were lawfully served. And as even Judge DiMatteo conceded, there can be no dispute that Antonacci's discrete requests are indeed relevant and well within the bounds of allowable discovery.

Judge DiMatteo's ruling that ordered documents be produced directly to her chambers simply has no basis under Virginia law, as those documents must be produced to the clerk's office. Rule 4:9A(c)(3). Indeed, Judge DiMatteo has deliberately created an unreviewable process where her ruling, that certain, unknown documents are privileged, cannot be challenged because the details normally required in a privilege log have not been disclosed to Antonacci or made part of the Court record.

And if they privilege log is subsequently disclosed to Antonacci, then he will be unable to challenge Judge DiMatteo's privilege determinations because they will have already been made. These discovery rules were put in place so that the requester is advised of the discloser's bases for asserting privilege to allow those privilege claims to be properly challenged. Judge DiMatteo has gone far beyond her lawful authority in disregarding those rules of this Court and well-settled Virginia law.

If and when Antonacci disputes National General or Integon's claims of privilege, then a dispute as to those claims will

arise. Any preemptive claims of privilege by the Defendants' counsel have no place in a motion to quash a subpoena duces tecum. National General and Integon must produce the privilege log required by Rule 4:1(b)(6)(i), and they must file that log and the nonprivileged, responsive documents with the Arlington Clerk's office, as required by 4:9A(c)(3). And indeed the Defendants' claims of privilege, on behalf of their lawyers' nonclient and nonparty insurer, have no basis under Virginia law in any case.

Writs of prohibition and mandamus must issue to allow this very standard discovery request to proceed as required by Virginia law. That the Virginia State Bar is implicated in the attempted murder of one of its now former members is not a compelling reason to effectively quash a perfectly lawful and appropriate subpoena duces tecum.

WHEREFORE, for the reasons stated herein, and in the Verified Petition, Plaintiff-Petitioner Louis B. Antonacci respectfully requests that this Honorable Court issue a **Writ of Mandamus**

1) **COMMANDING** that Arlington County Circuit Court Judge DiMatteo Reconsider and Vacate her Orders of September 4 and 16, 2026, as they relate to the subpoenas duces tecum addressed herein; and

2) **COMMANDING** that Arlington County Circuit Judge DiMatteo issue an ORDER(S) compelling National General Insurance Company and Integon Preferred Insurance Company to file with the Arlington County Circuit Court Clerk written responses, and responsive documents, to the subpoenas duces tecum Petitioner Antonacci served upon them on August 11, 2026, in accordance with Virginia Supreme Court Rile 4:9A(c)(3); and

3) **COMMANDING** that Arlington County Circuit Judge DiMatteo issue an ORDER ruling that Integon Preferred Insurance Services has WAIVED all objections to Petitioner Louis B. Antonacci's subpoena duces tecum, served upon Integon on August 11, 2026.

In addition, for the reasons stated herein, and in the Verified Petition, Plaintiff-Petitioner Louis B. Antonacci respectfully requests that this Honorable Court issue a **Writ of Prohibition**

1) **PROHIBITING** Circuit Judge DiMatteo from performing an *in camera* review of the documents that Antonacci subpoenaed from National General Insurance Company and Integon Preferred Insurance Company, which those nonparties are required to produce directly to the Arlington County Circuit Court Clerk, in accordance with Virginia Supreme Court Rule 4:9A(c)(3); and

2) **PROHIBITING** Circuit Judge DiMatteo from denying Petitioner Louis B. Antonacci's Motion for Reconsideration of her September 4 and 16, 2026 Orders, as they relate to the subpoenas duces tecum addressed herein; and

3) **PROHIBITING** Circuit Judge DiMatteo from Quashing Petitioner Louis B. Antonacci's Praecipes setting hearings for September 25 and/or October 9, 2026 and

4) **PROHIBITING** Circuit Judge DiMatteo, or any other presiding Circuit Judge, from Denying Petitioner Louis B. Antonacci's Praecipes Motion to Compel Integon Preferred Insurance Services to Comply with Subpoena Duces Tecum.

Dated: September 17, 2026

Respectfully submitted

/s/

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CERTIFICATE OF SERVICE

I hereby certify that, on September 17, 2026, I caused this Petition to be served via U.S. Mail or commercial carrier to counsel for the Defendants, counsel for National General Insurance Company, and the Virginia Attorney General, at the addresses below. The undersigned is causing service to be effected by sheriff on Circuit Judge Louise M. DiMatteo, Integon Preferred Insurance Services, and the Virginia Attorney General, proof of which will be filed with Arlington County Circuit Court and the Supreme Court of Virginia.

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EXHIBIT 1

VIRGINIA:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

LOUIS B. ANTONACCI,	
Plaintiff,	
v.	
SERGIO RAMIRO PALMA,	**Consolidated Case Nos:**
ALICIA JANNETH MARTINEZ GUACHI,	**CL25003213**
SONIA E. VIDES,	**CL26002265**
and	**CL26002682**
HEIDI PALMA VIDES,	
Defendants.	

CONSOLIDATED COMPLAINT

COMES NOW the Plaintiff, Louis B. Antonacci ("Antonacci"), who files this Consolidated Complaint and hereby states claims against the Defendants, Sergio Ramiro Palma ("Palma") and Alicia Janneth Martinez Guachi ("Martinez") and Sonia E. Vides ("Vides") and Heidi L. Palma Vides ("Heidi") (together "Defendants"), for negligence, and states as follows:

1. Palma and Martinez have both been registered co-owners of a 2007 Honda FIT with Virginia Tag number TMB9177 ("the "Vehicle") since at least February 1, 2024.

2. The Vehicle's VIN number is JHMGD38637S000746-8C1133.

3. Palma is married to Vides. Palma has been married to Vides at all times relevant to these proceedings.

4. Vides is Heidi's mother.

5. Palma and Heidi currently reside at 3406 Branch Avenue, Apt. 2023, Alexandria, VA 23202-1207.

6. Palma, Heidi, and Vides all currently reside at 3406 Branch Avenue, Apt. 2023, Alexandria, VA 23202-1207.

7. On June 18, 2024, Palma, Vides, and Heidi all resided together at the same residential address in Arlington, Virginia.

8. Throughout all of 2024, Martinez was married to Palma's son, Julio Palma.

9. Palma had access to drive the Vehicle at all times relevant to these proceedings.

10. Heidi had access to drive the Vehicle at all times relevant to these proceedings.

11. Vides had access to drive the Vehicle at all times relevant to these proceedings.

12. Martinez had access to drive the Vehicle at all times relevant to these proceedings.

13. At all times relevant to these proceedings, Palma authorized all the other Defendants to drive and otherwise operate the Vehicle for the purpose(s) the Vehicle was being used at all times described in this Complaint.

14. At all times relevant to these proceedings, Martinez authorized all the other Defendants to drive and otherwise operate the Vehicle for the purpose(s) the Vehicle was being used at all times described in this Complaint.

15. On June 18, 2024, Antonacci was cycling westbound on the Washington & Old Dominion Trail ("W&OD Trail"), and lawfully traversing the intersection with Walter

Reed Drive, when one of the Defendants, who had a red light at Four Mile Run Drive while driving southbound on Walter Reed Drive, unlawfully pulled the Vehicle into the crossing area, blocking Antonacci's ingress back onto the W&OD Trail.

16. As a result of the Defendants' negligence, Antonacci was forced to swerve to avoid crashing into the Vehicle, and thereby crashed his bicycle.

17. At the time of the crash, it was the Defendants' duty to keep a proper lookout, to keep the Vehicle under proper control, to obey traffic signals, to stop the Vehicle before entering the crossing area on Walter Reed Drive, and to operate the Vehicle at a reasonable speed under the circumstances. The Defendants failed in these and other respects and such failures constitute negligence.

18. The Driver Defendant witnessed the accident they caused, but nonetheless fled the scene of their crime.

19. As a direct and proximate cause of the Defendants' negligence, Antonacci suffered serious and permanent bodily injuries, including but not limited to a broken collarbone, significant medical expenses, including but not limited to two reconstructive surgeries, in addition to great pain and suffering and loss of enjoyment of life.

20. The Defendants are all directly or vicariously liable to Antonacci for the negligence described herein.

21. Antonacci's direct damages resulting from the Defendants' negligence are set forth below:

Medical Expense	Amount	Description
Innova Fairfax	$2,748.86	Emergency Room Visit
Virginia Hospital Center	$74,806.41	Two Reconstructive Surgeries
Dominion Anesthesia	$2,400	Surgical Anesthesia
Dominion Anesthesia	$2,500	Surgical Anesthesia
Nirschl Orthopaedics Stmt. 10/11/2024	$7,783	Orthopaedic Surgeon
Nirschl Orthopaedics Stmt. 1/13/2025	$479	Orthopaedic Surgeon
Nirschl Orthopaedics Stmt. 4/14/2025	$414	Orthopaedic Surgeon
Total Medical Expenses	**$91,131.27**	
Other Damages		
Pain & Suffering	$182,262.54	$91,131.27 * 2 multiplier
Loss of Enjoyment of Life	$182,262.54	$91,131.27 * 2 multiplier
Total Damages	**$455,656.35**	
Plus Prejudgment Interest 6% from 6/18/2024	TBD	$74.90/day * TBD days
Total Damages Plus Interest	**TBD**	

WHEREFORE, the Plaintiff Louis B. Antonacci seeks judgment against the Defendants, Sergio Ramiro Palma, Alicia Janneth Martinez Guachi, Sonia E. Vides, and Heidi L. Palma Vides, in the amount of $455,265.90, plus interest from June 18, 2024, plus the costs of these consolidated actions and civil case no. CL26000411 transferred here from the Circuit Court for the City of Alexandria.

A JURY TRIAL IS DEMANDED.

Dated: August 3, 2026

Respectfully submitted,

Louis B. Antonacci
4126 8th Street NW #3
Washington, DC 20011
T 703-300-4635
E lou@antonaccilaw.com

EXHIBIT 2

VIRGINIA:

ARLINGTON CIRCUIT COURT

REQUEST FOR SUBPOENA DUCES TECUM (PRODUCTION OF DOCUMENTS IN COURT AND ELSEWHERE)

Plaintiff Louis B. Antonacci (Name) v Defendant Sergio Palma, et. al (Name)

Case No. CL2500 - 3213

Check one:

- ☐ Request for Witness to Testify and Produce Records in Court
- ☑ Request for Production of Records only (other location)
- ☐ Request for Deposition and Production for Records (other location)

RECEIVED
2026 AUG -3 A 11:
PAM FERGUSON, CLERK
ARLINGTON CIRCUIT COURT

The Clerk of said Court will please summon the following witness:

Witness Name/Company	Address of Witness
National General Insurance Company	c/o CSC, 100 Shockoe Slip Fl 2. Richmond, VA 23219

☑ to testify and produce records at:

Arlington Circuit Court, 1425 N. Courthouse Rd., Arlington, VA 22201 (list records on attachment)

on August 31, 2026 (Date) at 10:00 a.m. (Time)

2. The Clerk of said Court will please summon the following witness

Witness Name/Company	Address of Witness

☐ to appear for deposition and produce records at: (list records on attachment)

Name/Office/Address

on _____ (Date) at _____ (Time)

Request on behalf of ☑Plaintiff ☐Defendant ☐Other

Louis B. Antonacci

Service by: ☑Sheriff ☐Private Process Server

Louis B. Antonacci
Print Name (Attorney/Pro Se Name)

Signature

Date: August 3, 2026

Address: 4126 8th Street NW #3
Washington, DC 20011

Daytime Phone #: 703 300 4635

IRGINIA:

IN THE CIRCUIT COURT OF ARLINGTON COUNTY

LOUIS B. ANTONACCI,	
v.	
SERGIO RAMIRO PALMA, et. al.	**Consolidated Case Nos.**
	CL25003213
	CL26002265
	CL26002682

SUBPOENA DUCES TECUM

TO:

National General Insurance Company
c/o Corporation Service Company
100 Shockoe Slip Fl 2
Richmond, Virginia 23219

Plaintiff Louis B. Antonacci, pursuant to Virginia Supreme Court Rules 4:9A, propounds the following Subpoena *Duces Tecum* on National General Insurance Company, to testify and ice records at 1425 N. Courthouse Road, Arlington, VA 22201, on or before August 31, 026.

ated: **August 3, 2026**

Respectfully submitted,

Louis B. Antonacci
Antonacci PLLC
4126 8th Street NW #3
Washington, DC 20011
lou@antonaccilaw.com
T 703-300-4635
E lou@antonaccilaw.com

DEFINITIONS AND INSTRUCTIONS

A. As used herein, the term "you," "your" and "yours" or "NGIC" shall mean National General Insurance Company, which is an Illinois stock corporation, and all its employees, directors, managers, adjusters, attorneys, auditors, and agents.

B. As used herein, the term "Integon" shall mean Integon Preferred Insurance Company, which is an Illinois stock corporation, and all its employees, directors, managers, adjusters, attorneys, auditors, and agents.

C. As used herein, the term "LevineCarita" shall mean LevineCarita PLLC, which is Virginia professional limited liability company, and all its members, employees, directors, managers, adjusters, attorneys, partners, associates, auditors, and agents.

D. As used herein, the term "Parrish" shall mean Parrish Law Firm PLLC, which is a Virginia professional limited liability company, and all its members, employees, directors, managers, adjusters, attorneys, partners, associates, auditors, and agents.

E. As used herein, the term "Automobile Policy" shall mean your Virginia Personal Automobile Insurance Policy Number 2014273137, effective February 1, 2024 through February 2025.

F. As used herein, the term "Palma" shall mean the Defendant in the above-captioned matter, and your named insured under the Automobile Policy, Sergios Ramiro Palma.

G. As used herein, the term "Martinez" shall mean the Defendant in the above-captioned matter, which was consolidated with the transferred City of Alexandria, Virginia Circuit Court civil case number CL26000411, *Louis B. Antonacci v Alicia Janneth Martinez Guachi*, and who also filed Claim Number 260-332-625 under the Automobile Policy.

H. As used herein, the term "Vides" shall refer to Palma's wife and a Defendant in above-captioned matter, Sonia E. Vides.

I. As used herein, the term "Heidi" shall mean Vides's daughter and a Defendant in the above-captioned matter, Heidi Palma Vides, who currently resides at 3406 Branch Ave., Apt. 2023, Alexandria, Virginia 23202.

J. "Martinez Claim" shall mean Claim Number 260-332-625 under the Automobile Policy.

K. As used herein, the term "ESI" shall mean "Electronically Stored Information", as that term is used in Part Four of the Rule of the Supreme Court of Virginia.

L. As used herein, the term the "Complaints" shall mean any and all of the complaints filed by Plaintiff Louis B. Antonacci in the above-consolidated matters, including his complaint in City of Alexandria, Virginia Circuit Court civil case number CL26000411, *Louis B. Antonacci v Alicia Janneth Martinez Guachi*, which was transferred to Arlington County Circuit Court pursuant to a transfer order entered July 18, 2026, and later consolidated with Arlington Civil Case Numbers CL25003213 and CL26002265, pursuant to Arlington County Circuit Court's Order of July 31, 2026.

M. As used herein, the term "Vehicle" shall mean the 2007 Honda FIT S motor vehicle with Virginia tag number TMB9177 and VIN Number JHMGD38637S000746-8C1133.

A. As used herein, the term "Bicycle Crash" refers to any incident occurring on or about June 18, 2024, at the intersection of Walter Reed Drive and Four Mile Run Drive in Arlington, Virginia, where a Cyclist is alleged to have suffered injuries as a result of the allegedly negligent operation of the Vehicle.

B. As used herein, the term "person" shall mean all natural and legal persons such as a human being, corporation, governmental unit or agency, trust, sole proprietorship, partnership, limited partnership, limited liability company, joint venture, association, organization, group or entity. Whenever reference is made to any person or entity by name, the reference shall be deemed to include all of the person's agents, employees or attorneys and the entities' subsidiaries, affiliates, merged, consolidated or acquired predecessors, divisions, and holding or parent companies, including present and former officers, directors, shareholders, agents, employees and attorneys.

C. As used herein, the term "documents" shall mean anything included in the scope of discovery under Virginia Supreme Court Rule 4:1(b), including, but not limited to, writing, electronic recording, graphic matter or other tangible thing, whether printed, recorded, or produced by any process, or written or produced by hand, including, but not limited to, letters, reports, other written communications, correspondence, electronic recordings, e-mails, voice mail messages, answering machine messages, affidavits, telegrams, memoranda, summaries, records of oral conversations, original or preliminary notes, diaries, calendars, travel records or itineraries, forecasts, analyses, projections, work papers, photographs, visual recordings, audio recordings, audio-visual recordings, contractor's or subcontractor's estimates or bids, or statements, models, statistical statements, graphs, laboratory and engineering reports and notebooks, charts, plans, drawings, minutes or records of meetings, minutes or records of conferences, expressions or statements of policy, lists of persons attending meetings or conferences, reports and/or summaries of investigations, opinions or reports of consultants, appraisals, evaluations, records, summaries of negotiations, contracts, agreements, leases, loan agreements, brochures, pamphlets, advertisements, circulars, trade letters, press releases,

invoices, receipts, including preliminary drafts or revisions or copies of any of the foregoing if the copy is in any way different from the original now in your possession, custody or control, or the possession, custody or control of your counsel, independent public accountants, evaluation consultants, appraisers, engineering consultants, agents, employees and/or persons acting on your behalf. As used herein, "control" means actual possession, constructive possession, beneficially owning, power to obtain and ability to obtain any document.

D. As used herein, the term "pertaining to" or "relating to" shall mean referring to, reflecting, or related in any manner, logically, factually, indirectly or directly to the matter addressed.

E. As used herein, the term "communication" shall mean any transmission of words or thoughts between or among two or more persons, and includes, but is not limited to, spoken words, electronic mail messages, text/SMS messages, instant messages ("IM"), conversations, conferences, discussions, talks and reports, whether transmitted in person or by any electronic devices such as telephone, radio, computer, and documents as defined above.

F. As used herein, the word "identify" when used in reference to a document, shall mean to state: (a) its date; (b) its subject and its substance; (c) its author; (d) its recipients; (e) the type of document (e.g., letter, memorandum, telegram, chart, computer input or print-out, photograph, sound reproduction, etc.); and, if applicable, (f) the privilege asserted which justifies withholding the document.

G. If you object to any of the requests herein, you must do so by written response hereto. If written objections to any of these requests are made, you must nonetheless comply with the remainder of the requests. If a written response to a request is not made prior to your

response to the discovery requested, it will be presumed that you do not object to any of the requests.

H. With respect to any information withheld based upon any claim of attorney-client or work product privilege or otherwise, the party shall proceed with its response in the manner and as directed under Virginia Supreme Court Rule 4:1(b)(6).

I. Your duty to comply with these requests is ongoing. As such, you have a duty to seasonably supplement any prior response to the extent of documents, objects, or tangible things which subsequently come into your possession or control or become known to you.

J. All ESI shall be produced in .pdf searchable format.

K. If any document or communication was provided to you in a language other than English, and you possess an English translation of that document or communication, than you must provide both the original and the English translation.

FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

1. All documents and communications relating or pertaining to the Martinez Claim.

2. All documents and communications relating or pertaining to the Complaints and/or the Plaintiff Louis B. Antonacci.

3. All documents and communications relating or pertaining to any claim(s) made, under the Automobile Policy, as a result of the Bicycle Crash and/or the Complaints.

4. All statements given by Palma, Martinez, Vides, and/or Heidi, which relate or pertain to the Complaints, the Bicycle Crash, the Martinez Claim, and/or any other claim(s) made, under the Automobile Policy, as a result of the Bicycle Crash and/or the Complaints.

5. All communications from, to, between, or among Palma, Martinez, Vides, Heidi, NGIC, and/or Integon, which relate or pertain to the Complaints, the Bicycle Crash, the Martinez Claim, and/or any other claim(s) made, under the Automobile Policy, as a result of the Bicycle Crash and/or the Complaints.

6. All communications from, to, between, or among Palma, Martinez, Vides, Heidi, NGIC, and/or Integon, which relate or pertain to the Complaints, the Bicycle Crash, the Martinez Claim, and/or any other claim(s) made, under the Automobile Policy, as a result of the Bicycle Crash and/or the Complaints.

7. All communications from, to, between, or among NGIC, Integon, LevineCarita, and/or Parrish, which relate or pertain to the Complaints, the Bicycle Crash, the Martinez Claim, and/or any other claim(s) made, under the Automobile Policy, as a result of the Bicycle Crash and/or the Complaints.

8. All communications by or to Jennifer Doss, SR Consultant at NGIC, which relate or pertain to the Complaints, the Bicycle Crash, the Martinez Claim, and/or any other claim(s) made, under the Automobile Policy, as a result of the Bicycle Crash and/or the Complaints.

9. All communications by or to NGIC employee Kayla Wentworth, which relate or pertain to the Complaints, the Bicycle Crash, the Martinez Claim, and/or any other claim(s) made, under the Automobile Policy, as a result of the Bicycle Crash and/or the Complaints.

10. Any statement of any persons purporting to be witnesses or persons purporting to have knowledge of the issues relating or pertaining to the Bicycle Crash and/or the allegations in the Complaints.

11. All claims made by Palma, Martinez, Vides, and/or Heidi under the Automobile Policy.

12. All claims made by Palma, Martinez, Vides, and/or Heidi under any insurance policy issued or underwritten. By NGIC and/or Integon.

13. Prove a certified copy of the Automobile Policy and related Declarations Page.

Dated: August 3, 2026

Respectfully submitted,

Louis B. Antonacci
Antonacci PLLC
4126 8th Street NW #3
Washington, DC 20011
lou@antonaccilaw.com
T 703-300-4635
E lou@antonaccilaw.com

CERTIFICATE OF SERVICE

I hereby certify that, on August 3, 2026, the undersigned caused the above Subpoena *Duces Tecum* to be served via electronic mail to the following:

Jeremy S. Tishler, Esq. (VSB #72439)
LevineCarita PLC
1010 Cameron Street
Alexandria, VA 22314
917-301-5411
jeremy_tishler@comcast.net



Louis B. Antonacci

VIRGINIA:

ARLINGTON CIRCUIT COURT

REQUEST FOR SUBPOENA DUCES TECUM (PRODUCTION OF DOCUMENTS IN COURT AND ELSEWHERE)

Plaintiff Louis B. Antonacci (Name) v Defendant Sergio Palma, et. al (Name)

Case No. CL2500 - 3213

RECEIVED
2026 AUG -3 A 11:58
PAUL FERGUSON, CLERK
ARLINGTON CIRCUIT COURT

Check one:

- ☐ Request for Witness to Testify and Produce Records in Court
- ☑ Request for Production of Records only (other location)
- ☐ Request for Deposition and Production for Records (other location)

1. The Clerk of said Court will please summon the following witness:

Witness Name/Company	Address of Witness
Integon Preferred Insurance Company	c/o CSC, 100 Shockoe Slip Fl 2. Richmond, VA 23219

☑ to testify and produce records at:

Arlington Circuit Court, 1425 N. Courthouse Rd., Arlington, VA 22201 (list records on attachment)

on August 31, 2026 (Date) at 10:00 a.m. (Time)

2. The Clerk of said Court will please summon the following witness

Witness Name/Company	Address of Witness

☐ to appear for deposition and produce records at: (list records on attachment)

Name/Office/Address

on _____ (Date) at _____ (Time)

Request on behalf of ☑Plaintiff ☐Defendant ☐Other

Louis B. Antonacci

Service by: ☑Sheriff ☐Private Process Server

Louis B. Antonacci
Print Name (Attorney/Pro Se Name)

Signature

Date: August 3, 2026

Address: 4126 8th Street NW #3
Washington, DC 20011

Daytime Phone #: 703 300 4635

VIRGINIA:

IN THE CIRCUIT COURT OF ARLINGTON COUNTY

LOUIS B. ANTONACCI,	
v.	
SERGIO RAMIRO PALMA, et. al.	**Consolidated Case Nos.**
	CL25003213
	CL26002265
	CL26002682

SUBPOENA DUCES TECUM

TO:

Integon Preferred Insurance Company
c/o Corporation Service Company
100 Shockoe Slip Fl 2
Richmond, Virginia 23219

Plaintiff Louis B. Antonacci, pursuant to Virginia Supreme Court Rules 4:9A, propounds the following Subpoena *Duces Tecum* on Integon Preferred Insurance Company, to testify and produce records at 1425 N. Courthouse Road, Arlington, VA 22201, on or before August 31, 2026.

Dated: August 3, 2026

Respectfully submitted,

Louis B. Antonacci
Antonacci PLLC
4126 8th Street NW #3
Washington, DC 20011
lou@antonaccilaw.com
T 703-300-4635
E lou@antonaccilaw.com

DEFINITIONS AND INSTRUCTIONS

A. As used herein, the term "you," "your" and "yours" or "Integon" shall mean gon Preferred Insurance Company, which is an Illinois stock corporation, and all its mployees, directors, managers, adjusters, attorneys, auditors, and agents.

B. As used herein, the term "NGIC" shall mean National Preferred Insurance Company, which is an Illinois stock corporation, and all its employees, directors, managers, adjusters, attorneys, auditors, and agents.

C. As used herein, the term "LevineCarita" shall mean LevineCarita PLLC, which is Virginia professional limited liability company, and all its members, employees, directors, nagers, adjusters, attorneys, partners, associates, auditors, and agents.

D. As used herein, the term "Parrish" shall mean Parrish Law Firm PLLC, which is a rginia professional limited liability company, and all its members, employees, directors, managers, adjusters, attorneys, partners, associates, auditors, and agents.

E. As used herein, the term "Automobile Policy" shall mean your Virginia Personal Automobile Insurance Policy Number 2014273137, effective February 1, 2024 through February 2025.

F. As used herein, the term "Palma" shall mean the Defendant in the above-ptioned matter, and your named insured under the Automobile Policy, Sergios Ramiro Palma.

G. As used herein, the term "Martinez" shall mean the Defendant in the above-ptioned matter, which was consolidated with the transferred City of Alexandria, Virginia Circuit Court civil case number CL26000411, *Louis B. Antonacci v Alicia Janneth Martinez Guachi*, and who also filed Claim Number 260-332-625 under the Automobile Policy.

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I. As used herein, the term "Heidi" shall mean Vides's daughter and a Defendant in the above-captioned matter, Heidi Palma Vides, who currently resides at 3406 Branch Ave., Apt. 2023, Alexandria, Virginia 23202.

J. "Martinez Claim" shall mean Claim Number 260-332-625 under the Automobile Policy.

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invoices, receipts, including preliminary drafts or revisions or copies of any of the foregoing if the copy is in any way different from the original now in your possession, custody or control, or the possession, custody or control of your counsel, independent public accountants, evaluation consultants, appraisers, engineering consultants, agents, employees and/or persons acting on your behalf. As used herein, "control" means actual possession, constructive possession, beneficially owning, power to obtain and ability to obtain any document.

D. As used herein, the term "pertaining to" or "relating to" shall mean referring to, reflecting, or related in any manner, logically, factually, indirectly or directly to the matter addressed.

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F. As used herein, the word "identify" when used in reference to a document, shall mean to state: (a) its date; (b) its subject and its substance; (c) its author; (d) its recipients; (e) the type of document (e.g., letter, memorandum, telegram, chart, computer input or print-out, photograph, sound reproduction, etc.); and, if applicable, (f) the privilege asserted which justifies withholding the document.

G. If you object to any of the requests herein, you must do so by written response hereto. If written objections to any of these requests are made, you must nonetheless comply with the remainder of the requests. If a written response to a request is not made prior to your

sponse to the discovery requested, it will be presumed that you do not object to any of the requests.

H. With respect to any information withheld based upon any claim of attorney-client or work product privilege or otherwise, the party shall proceed with its response in the manner and as directed under Virginia Supreme Court Rule 4:1(b)(6).

I. Your duty to comply with these requests is ongoing. As such, you have a duty to asonably supplement any prior response to the extent of documents, objects, or tangible things hich subsequently come into your possession or control or become known to you.

J. All ESI shall be produced in .pdf searchable format.

K. If any document or communication was provided to you in a language other than English, and you possess an English translation of that document or communication, than you must provide both the original and the English translation.

FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

1. All documents and communications relating or pertaining to the Martinez Claim.

2. All documents and communications relating or pertaining to the Complaints and/or the Plaintiff Louis B. Antonacci.

3. All documents and communications relating or pertaining to any claim(s) made, under the Automobile Policy, as a result of the Bicycle Crash and/or the Complaints.

4. All statements given by Palma, Martinez, Vides, and/or Heidi, which relate or pertain to the Complaints, the Bicycle Crash, the Martinez Claim, and/or any other claim(s) made, under the Automobile Policy, as a result of the Bicycle Crash and/or the Complaints.

5. All communications from, to, between, or among Palma, Martinez, Vides, Heidi, NGIC, and/or Integon, which relate or pertain to the Complaints, the Bicycle Crash, the Martinez Claim, and/or any other claim(s) made, under the Automobile Policy, as a result of the Bicycle Crash and/or the Complaints.

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7. All communications from, to, between, or among NGIC, Integon, LevineCarita, and/or Parrish, which relate or pertain to the Complaints, the Bicycle Crash, the Martinez Claim, and/or any other claim(s) made, under the Automobile Policy, as a result of the Bicycle Crash and/or the Complaints.

8. All communications by or to Jennifer Doss, SR Consultant at NGIC, which relate or pertain to the Complaints, the Bicycle Crash, the Martinez Claim, and/or any other claim(s) made, under the Automobile Policy, as a result of the Bicycle Crash and/or the Complaints.

9. All communications by or to NGIC employee Kayla Wentworth, which relate or pertain to the Complaints, the Bicycle Crash, the Martinez Claim, and/or any other claim(s) made, under the Automobile Policy, as a result of the Bicycle Crash and/or the Complaints.

10. Any statement of any persons purporting to be witnesses or persons purporting to have knowledge of the issues relating or pertaining to the Bicycle Crash and/or the allegations in the Complaints.

11. All claims made by Palma, Martinez, Vides, and/or Heidi under the Automobile Policy.

12. All claims made by Palma, Martinez, Vides, and/or Heidi under any insurance policy issued or underwritten. By NGIC and/or Integon.

13. Prove a certified copy of the Automobile Policy and related Declarations Page.

Dated: August 3, 2026

Respectfully submitted,

/s/

Louis B. Antonacci
Antonacci PLLC
4126 8th Street NW #3
Washington, DC 20011
lou@antonaccilaw.com
T 703-300-4635
E lou@antonaccilaw.com

CERTIFICATE OF SERVICE

I hereby certify that, on August 3, 2026, the undersigned caused the above Subpoena *uces Tecum* to be served via electronic mail to the following:

Jeremy S. Tishler, Esq. (VSB #72439)
LevineCarita PLC
1010 Cameron Street
Alexandria, VA 22314
917-301-5411
jeremy_tishler@comcast.net

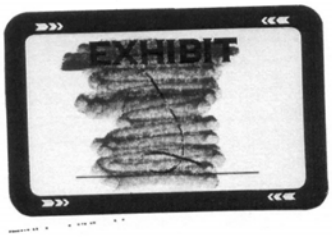
Louis B. Antonacci

EXHIBIT 3

CL25003213-00

FILED by Arlington County Circuit Court
08/17/2026

COMMONWEALTH OF VIRGINIA



RICHMOND CITY
SHERIFF'S OFFICE
2026 AUG -7 PM 12:30
CIVIL PROCESS

CL25003213-00
GTOR
ROS

ARLINGTON CIRCUIT COURT
Civil Division
1425 NORTH COURTHOUSE RD
ARLINGTON VA
(703) 228-7010

Proof Of Service

Virginia:
In the ARLINGTON CIRCUIT COURT

Case number: 013CL25003213-00
Service number: 006
Service filed: July 18, 2025
Judge:

Served by: RICHMOND CITY

Style of case: LOUIS ANTONACCI vs SERGIO PALMA

Service on: INTEGON PREFERRED INSURANCE COMPANY
CSC 100 SHOCKOE SLIP
FL 2
RICHMOND VA 23219

Attorney:

RECEIVED
AUG 17 2026
PAUL FERGUSON, Clerk
Circuit Court Arlington County, VA
by _____ Deputy Clerk

Instructions:

Hearing date : Monday, August 31, 2026 at 10:00AM
Service issued: Tuesday, August 04, 2026

For Sheriff Use Only

NAME NAME & ADDRESS SAME AS FRONT

☑ PERSONAL SERVICE
Being unable to make personal service, a copy was delivered in the following manner:

☐ Delivered to person found in charge of usual place of business or employment during business hours and giving information to its purport.

☐ Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above giving information of its purport. List name, age of recipient and relation of recipient to party name above.

☐ Posted on the front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)

☐ Served on officer or managing-employee who is not an officer of the corporation.

☐ Not Evicted ☐ Not Evicted
☐ Evicted ☑ Affidavit attached
☑ Served on registered agent

☐ Not found

☐ NO EFFECTS FOUND

DEPUTY SHERIFF

AUG 11 2026
DATE

FOR
Sheriff Antionette V. Irving

CERTIFICATE
OF
CORPORATION SERVICE COMPANY

THIS CERTIFICATE MADE pursuant to Subsection 2(b) of Section 13.1-634, Subsection 2(b) of Section 13.1-763, Subsection 2(b) of Section 13.1-1015 and Section 50-73.4 of Virginia Code.

CORPORATION SERVICE COMPANY, a corporation authorized to do business in the Commonwealth of Virginia, does hereby certify that:

1. It is incorporated under the Laws of the State of Delaware and was authorized to do business in Virginia on June 1, 2001.

2. (a) It maintains a business office in the Commonwealth of Virginia at 100 Shockoe Slip, 2nd Floor, Richmond, VA 23219.

   (b) Service of process may be made at such business office in the City of Richmond upon corporations, limited liability companies, partnerships, trusts and other entities, associations and persons which have designated it as agent for service of process.

   (c) The names of the individuals authorized to receive process served upon Corporation Service Company as the agent for service of process of any corporations, limited liability companies, partnerships, trust and other entities, associations and persons which have designated it as such agent are:

Beverley L. Crump (Served: Rene Nordquist)
Dustin Kline Sarah White
Katelyn VanBuren

WHEREFORE, Corporation Service Company has caused its corporate name to be hereunto subscribed this 22nd day of October 2024.

CORPORATION SERVICE COMPANY

By: _____
Executive Vice President

STATE OF DELAWARE
COUNTY OF NEW CASTLE

The foregoing instrument was acknowledged before me this 22nd day of October 2024, by George Massih

_____
Notary Public

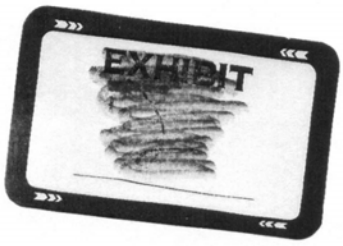
My Commission Expires: 5-18-2026

JANET B. WOZNICKI
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 05-18-2026

CL25003213-00

FILED by Arlington County Circuit Court
08/17/2026

WEALTH OF VIRGINIA



CL25003213-00
GTOR
ROS

RECEIVED
AUG 17 2026
PAUL FERGUSON, Clerk
Circuit Court Arlington County, VA
by _____ Deputy Clerk

ARLINGTON CIRCUIT COURT
Civil Division
1425 NORTH COURTHOUSE RD
ARLINGTON VA
(703) 228-7010

Proof Of Service

Virginia:
In the ARLINGTON CIRCUIT COURT

Case number: 013CL25003213-00
Service number: 007
Service filed: July 18, 2025
Judge:

RICHMOND CITY SHERIFF'S OFFICE
CIVIL PROCESS
2026 AUG -7 PM 2:08

Served by: RICHMOND CITY

Style of case: LOUIS ANTONACCI vs SERGIO PALMA

Service on: NATIONAL GENERAL INSURANCE COMPANY
CSC 100 SHOCKOE SLIP
FL 2
RICHMOND VA 23219

Attorney:

Instructions:

Hearing date : Monday, August 31, 2026 at 10:00AM
Service issued: Tuesday, August 04, 2026

For Sheriff Use Only

NAME & ADDRESS SAME AS FRONT

☑ PERSONAL SERVICE
Being unable to make personal service, a copy was delivered in the following manner:

☐ Delivered to person found in charge of usual place of business or employment during business hours, and giving information to its purport.

☐ Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above giving information of its purport. List name, age of recipient and relation of recipient to party name above.

☐ Posted on the front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)

☐ Served on officer or managing employee who is not an officer of the corporation.

☐ Evicted ☐ Not Evicted
☑ Served on registered agent ☑ Affidavit attached

☐ Not found

☐ NO EFFECTS FOUND

DEPUTY SHERIFF

AUG 11 2026
DATE

E. Lee
FOR
Sheriff Antionette V. Irving

CERTIFICATE
OF
CORPORATION SERVICE COMPANY

THIS CERTIFICATE MADE pursuant to Subsection 2(b) of Section 13.1-634, Subsection 2(b) of Section 13.1-763, Subsection 2(b) of Section 13.1-1015 and Section 50-73.4 of the Virginia Code.

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Beverley L. Crump (Served: Rene Nordquist)
Dustin Kline Sarah White
Katelyn VanBuren

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CORPORATION SERVICE COMPANY

By: _____
Executive Vice President

STATE OF DELAWARE
COUNTY OF NEW CASTLE

The foregoing instrument was acknowledged before me this 22nd day of October 2024, by George Massih

Janet B Woznicki
Notary Public

My Commission Expires: 5-18-2026

JANET B. WOZNICKI
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 05-18-2026

EXHIBIT 4

VIRGINIA:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

LOUIS ANTONACCI,	:	
	:	
Plaintiff,	:	
	:	
v.	:	**Case No: CL25003213**
	:	**CL26002265**
SERGIO RAMIRO PALMA, et al.,	:	**CL26002682**
	:	
Defendants.	:	

DEFENDANTS' OBJECTIONS AND MOTION TO QUASH SUBPOENA DUCES TECUM TO NATIONAL GENERAL INSURANCE COMPANY

COMES NOW Defendants Sergio Palma, Heidi Palma Vides and Alicia Martinez Guachi ("Defendants"), and in support of their Objections and Motion to Quash Plaintiff's Subpoena Duces Tecum to National General Insurance Company ("NGIC"), state as follows:

1. The above action arises out of an alleged car v. bicyclist incident occurring on June 18, 2024, resulting in alleged personal injuries to plaintiff. At the time of the occurrence, the involved vehicle was covered by motor vehicle liability policy issued by NGIC.

2. On or about August 3, 2026, plaintiff prepared a subpoena duces tecum and served NGIC seeking various documents.1 *See* Exhibit 1. This subpoena seeks a variety of documents and information from NGIC much of which is irrelevant, privileged or otherwise already provided during the course of this multi-jurisdictional litigation.

3. Accordingly, defendants generally object to the subpoena to the extent it seeks documents that are irrelevant, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible information, are protected by the attorney-client or other applicable privilege or were otherwise prepared in anticipation of litigation. Defendants further object to

1 Of note, undersigned counsel was never provided a copy of this subpoena by plaintiff.

all the requests to the extent they seek documents, communications, etc. generated, or otherwise prepared, after the service of plaintiff's original Complaint to the extent that such documents contain legal advice and/or opinions.

4. Defendant further object to Requests Nos. 11 and 12, both of which seek information related to other claims they have made under the subject NGIC policy on the grounds that such requests are not reasonably calculated to lead to the discovery of admissible information.

5. Notably, the issues in this case relate solely to alleged negligence on behalf of the defendants. NGIC has provided a defense, pursuant to its policy, and there are no issues related to any alleged bad faith or any direct actions by NGIC against plaintiff.

6. As a result of the foregoing, defendants respectfully that defendants' objections to plaintiff's subpoena duce tecum are sustained and that the subpoena is accordingly Quashed.

WHEREFORE, Defendants respectfully request that this Court SUSTAIN their objections and GRANT their Motion to Quash, in addition to any additional relief the Court deems fair and just.

SERGIO RAMIRO PALMA, HEIDI PALAM VIDES and ALICIA JANNETH MARITNEZ GUACHI By Counsel

Jeremy S. Tishler, Esq. (VSB#72439)
LEVINECARITA PLC
1010 Cameron Street
Alexandria, VA 22314
Tel.: (917) 301-5411
Fax: (703) 370-5572
jtishler@levinecaritaplc.com
Counsel for Defendants

EXHIBIT 5

VIRGINIA:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

LOUIS B. ANTONACCI,	
V.	
ERGIO RAMIRO PALMA, et. al.	**Consolidated Case Nos.** **CL25003213** **CL26002265** **CL26002682**

RECEIVED
2026 AUG 25 P 12: 39
PAUL FERGUSON, CLERK
ARLINGTON CIRCUIT COURT

PLAINTIFF'S RESPONSE IN OPPOSITION TO MOTION TO QUASH SUBPOENA DUCES TECUM

COMES NOW the Plaintiff, Louis B. Antonacci ("Antonacci"), and files this response in opposition to the Defendants' Motion to Quash the Subpoena Duces Tecum he served upon ional General Insurance Company ("NGIC"), and states as follows:

INTRODUCTION

Defendants motion to quash must be denied because Antonacci's requests for production are plainly relevant and narrowly-tailored to the issues in this case.[1] Furthermore, to the extent NGIC asserts the attorney-client or work-product privilege, they must produce a privilege log, per Antonacci's request (Subpoena Definitions and Instructions ¶H), identifying any allegedly privileged communications. Finally, counsel for the defendants does not represent NGIC, so NGIC's communications with the defendants, or their counsel, are simply not privileged. This Court should deny the defendants' motion to quash Antonacci's subpoena duces tecum on GIC.

[1] Defendants' motion falsely states that Antonacci did not serve counsel with the subpoena. That is not true. Antonacci sent a paper coy to counsel's office, which is the same manner is which counsel served Antonacci with Defendants' subpoenas duces tecum.

RELEVANT FACTS

These consolidated cases arise out of a bicycle crash caused by the Defendants' operation of a motor vehicle at the intersection of South Walter Reed Drive and South Four Mile Run Drive on June 18, 2024. The vehicle fled the scene of the accident they caused and Antonacci has had to identify the potential drivers through this litigation. After Antonacci brought suit, Defendant Alicia Martinez filed an insurance claim with National General Insurance Company, who produced a liability policy covering the vehicle at the time of the occurrence. National General has appointed counsel to represent the Defendants. **(*See* Exhibit 1.)** Counsel for the Defendants does not represent National General. **(*See* Exhibit 2.)**

On August 3, 2026, Antonacci served a discrete and narrowly-tailored subpoena duces tecum for documents and records on National General. **(*See* Def. Motion to Quash Ex. 1.)** On August 19, 2026, Defendants moved to quash that subpoena.

LEGAL STANDARD

Virginia law provides for liberal discovery in civil cases because it promotes "the preparation and trial, or the settlement, of litigated disputes." *See* S*henandoah Pub. House, Inc. v. Fanning*, 235 Va. 253, 260 (1988) (quoting *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 34-36, (1984)). Rule 4:1(b)(1) establishes the scope of allowable discovery: "Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party." A request is allowable, even if the information sought will be inadmissible at trial, so long as it "appears reasonably calculated to lead to the discovery of admissible evidence." *Id.* Moreover, requests pertaining to the subject matter of the litigation are relevant "regardless of whether [they] relate[] to the claim or defense

of the party seeking discovery or the claim or defense of any other party." *Hall v. Hall*, No. 2021-04-4, 2005 WL 2493382, at *2, 2005 Va. App. LEXIS 401, at *5 (Ct. App. Oct. 11, 2005) (quoting 1 Friend's Virginia Pleading and Practice § 11-5 (2004).

Despite the foregoing, Virginia discovery is not limitless. Discovery requests must demonstrate a reasonable effort to narrow and tailor the discovery sought to the issues in the case. *See, e.g., Makoui v. Makoui*, No. 0672-11-3, 2011 WL 5838698, at *5–6, 2011 Va. App. LEXIS 360, at *16-7 (Ct. App. Nov. 22, 2011).

Any objection to a discovery request must be specifically stated. Rule 4:8(d) (as to interrogatories) & 4:9(b)(ii) (as to requests for production of documents). It is not sufficient to merely assert an objection without explaining how the discovery request is objectionable. *See, e.g., Massey Energy Co. v. United Mine Workers of America*, 72 Va. Cir. 54, 58 (Fairfax Co. 2006). And if the responding party objects to an item or category of items requested, they must specify the item or category objected to and fully respond to the remainder of the request. Rule 4:9(b)(ii).

The party asserting an attorney-client or work product privilege has the burden to establish the applicability of the privilege. *Commonwealth v. Edwards*, 235 Va. 499, 509 (1988) (citing *United States v. Jones*, 696 F.2d 1069, 1072 (4th Cir. 1982)). Rule 4:1(b)(6)(i) states

> When a party withholds information otherwise discoverable ... by claiming that it is privileged or subject to protection as trial preparation material, the party shall make the claim expressly and shall describe the nature of the documents, communications, or things not produced or disclosed in a manner that, without revealing information itself privilege or protected, will enable other parties to assess the applicability of the privilege or protection.

Failure to provide a privilege log that complies with Rule 4:1(b)(6)(i) results in the waiver of the privilege. *See, e.g., Scordo v. N. Am. Partners in Anesthesia* (Va.), LLC, 112 Va. Cir. 358,

358 (Newport News Co. 2023); *Creasy v. Med. Assocs.*, 98 Va. Cir. 332, 332 (Montgomery Co. 2018).

It has long been the law of the Commonwealth that the lawyer for the insured, despite being appointed by the carrier, owes the same duties to the insured as if the lawyer were privately retained. *Norman v. Insurance Company*, 218 Va. 718, 727 (1978). Subsequent legal ethics opinions have reaffirmed Virginia's rule that a lawyer who is appointed by the carrier, but does not represent the carrier, may not disclose privileged information to the carrier without the client's consent, including the carrier's defenses to coverage. Virginia State Bar Legal Ethics Opinions 1723, approved by the Supreme Court of Virgini on September 29, 1999 (attached as **Exhibit 3**). For the purposes of the attorney-client privilege, the carrier is a third party and communication of privileged information to the carrier therefore waives the privilege.

ANALYSIS

Defendants' Motion to Quash should be denied because Antonacci's requests are specific and narrowly tailored to the issues in this case, and are therefore plainly relevant. Moreover, defendants have made almost no specific objections to Antonacci's discrete requests, because they cannot, and their motion should be denied on that basis alone. Finally, the Defendants have done nothing to show how the information requested could be privileged because their counsel does not have an attorney-client relationship with National General. To the extent National General withholds information based on such privilege, it must produce a privilege log that demonstrates why the privilege is applicable.

As this Court can plainly see, all of Antonacci's requests specifically identify documents and communications relating to their insurance claim in this matter, the complaints filed by

Antonacci, and the Bicycle Crash of June 18, 2024. He also requests other claims made by these defendants under the same policy or other policies by National General. These requests are therefore relevant on their face and the motion should be denied. *See Shenandoah Pub. House*, 235 Va. at 260; Rule 4:1(b)(1).

Moreover, Defendants do nothing to explain how Antonacci's requests are irrelevant or overly broad, because they simply cannot. Their motion must therefore be denied pursuant to Rule 4:9(b)(ii). *See also Massey Energy Co.*, 72 Va. Cir. at 58.

Finally, while National General has tendered a defense under its policy, counsel for the Defendants does not represent National General and no attorney-client privilege exists as to his or his clients' communications with National General. *Norman v. Insurance Company*, 218 Va. at 727; VSB LEO 1723. Defendants motion must be denied on that basis as well, and Antonacci will scrutinize any assertion of privilege made by National General in its privilege log.

WHEREFORE, for the reasons stated herein, Plaintiff Louis B. Antonacci respectfully requests this Court enter an order **DENYING** Defendants' Motion to Quash Subpoena duces tecum.

Dated: August 25, 2026

Respectfully submitted,



Louis B. Antonacci
ANTONACCI PLLC
4126 8th Street NW #3
Washington, DC 20011
lou@antonaccilaw.com
T: 703-300-4635
E: lou@antonaccilaw.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on August 25, 2026, I caused the above Plaintiff's Response in Opposition to Motion Qush Subpoena Duces Tecum to be served via electronic mail to the following:

Jeremy S. Tishler, Esq. (VSB #72439)
LevineCarita PLC
1010 Cameron Street
Alexandria, VA 22314
917-301-5411
jeremy_tishler@comcast.net



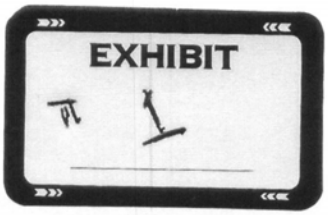
Louis B. Antonacci
ANTONACCI PLLC
4126 8th Street NW #3
Washington, DC 20011
lou@antonaccilaw.com
T 703-300-4635
E lou@antonaccilaw.com

NATIONAL GENERAL.
an Allstate company

Box 1623 • Winston-Salem, NC 27102-1623

Certified and 1st Class Mail
March 24 2026

LICIA MARTINEZ
406 AQUA LYNN DR
ORT WASHINGTON, MD 20744-5605



Claim Number: 260332625
Named Insured: Sergio R Palma
Date of Loss: 06/18/2024

Alicia Martinez,

ational General, we are committed to your complete satisfaction. We want to resolve your claim quickly and professionally. This is nfirm that I have received the Summons and Complaint entitled Louis B Antonacci v. Alicia Janneth Martinez Guachi, filed against arising out of this claim. Under the terms of the policy issued by Integon Preferred Insurance Company, policy number 2014273137, der which you are an insured, we have referred your defense of this lawsuit to Attorney Mike Carita at LEVINE CARITA, 1010 Cameron reet, Alexandria, VA, 22314-2427, (703) 370-5569, mcarita@levinecaritaplc.com.

anted to provide you with some additional information that will assist you in this matter.

policy with Integon Preferred Insurance Company provides liability coverage of $50,000 per person and $100,000 per occurrence odily injury and $50,000 per occurrence for property damage. Our investigation leads us to believe that the claim for damages njuries could exceed the limits of liability under this policy. Please understand that Integon Preferred Insurance Company will not sponsible for any award, judgment or verdict against you in excess of the policy limits and all such excess damages will be your responsibility.

ore, if you have any additional policies, including an excess or umbrella policy, which could also provide coverage for this matter, se let us know immediately so that we may work with that carrier to appropriately protect your interests. If we do not hear from you nis regard, we will assume that you have no other applicable insurance.

m is entitled to your complete cooperation throughout the handling of this lawsuit. Members of the law firm will want to discuss it u. They will also need information from you from time to time. Please comply with all requests. We also ask that you only discuss wsuit with representatives of Integon Preferred Insurance Company, the law firm or any attorney that you may hire.

we are providing counsel for you, during the course of this litigation, you have the right to employ an attorney of your choice, at xpense, to represent any uninsured interests in this matter. Should you decide to retain an attorney, Attorney Mike Carita will be d to cooperate with any attorney you hire.

finally, it is very important that you notify both Attorney Mike Carita and me if any of your contact information changes or if you eive any correspondence from anyone other than Integon Preferred Insurance Company or Attorney Mike Carita.

counsel and I will continue to work on your behalf to protect your interests and obtain a resolution in this lawsuit. Throughout the dling of this matter, if you have any questions, please do not hesitate to contact me. I welcome the opportunity to assist you.

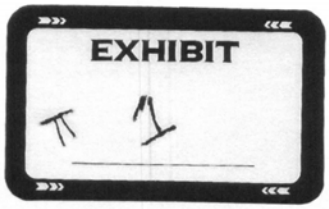
fer Doss
sultant II
alf of Integon Preferred Insurance Company
x 1623 Winston Salem, NC 27102
(336) 435-3773 • Toll Free (800) 468-3466 • Fax (800) 924-0273

you are emailing me a claim-specific communication, please send it to CLAIMS@NGIC.COM with the claim number in the subject ne. Thank you.

NATIONAL GENERAL.
an Allstate company
PO Box 1623 • Winston-Salem, NC 27102-1623

Certified and 1st Class Mail
March 24 2026

ERGIO PALMA
06 BRANCH AVE APT 2023
LEXANDRIA, VA 22302-1207



laim Number: 260332625
Named Insured: Sergio R Palma
Date of Loss: 06/18/2024

ear Sergio Palma,

National General, we are committed to your complete satisfaction. We want to resolve your claim quickly and professionally. This onfirm that I have received the Summons and Complaint entitled Louis Antonacci v. Sergio Palma, filed against you arising out laim. Under the terms of the policy issued by Integon Preferred Insurance Company, policy number 2014273137, under which an insured, we have referred your defense of this lawsuit to Attorney Mike Carita at LEVINE CARITA, 1010 Cameron Street, dria, VA, 22314-2427, (703) 370-5569, mcarita@levinecaritaplc.com.

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ifer Doss
nsultant II
alf of Integon Preferred Insurance Company
ox 1623 Winston Salem, NC 27102
ct (336) 435-3773 • Toll Free (800) 468-3466 • Fax (800) 924-0273

are emailing me a claim-specific communication, please send it to CLAIMS@NGIC.COM with the claim number in the subject
hank you.

Gmail Lou Antonacci <louantonacci@gmail.com>

nacci v. Guachi, Alexandria Circuit Court - CL2600041

Tishler <jtishler@levinecaritaplc.com> Tue, May 19, 2026 at 8:44 AM
ou Antonacci <louantonacci@gmail.com>

Antonacci,

o not represent the insurance company in this matter, I represent Ms. Guachi. I am not able to accept service of any poena on them and would not be responsible for filing any motions to quash, etc. on their behalf as this would be done ate counsel.

ou,

den]



Approved by Supreme Court
September 29, 1999
Committee Opinion
November 23, 1998

LEGAL ETHICS OPINION 1723

CONFIDENCES; ATTORNEY FOLLOWING PROCEDURES REQUIRED BY LIABILITY INSURANCE COMPANY WHICH RESTRICT DISCOVERY, USE OF THIRD PARTY VENDORS AND REQUIRE REVIEW OF DETAILED BILLING INVOICES BY A THIRD PARTY WITHOUT INSURED/CLIENT'S CONSENT OR KNOWLEDGE.



Your letter presented a hypothetical situation and questions similar to those received recently by another requester. The Committee has decided that guidance on the pertinent issues can best be provided via one combined opinion for the two inquiries.

The hypothetical situation presented involves a lawyer who represents clients who are insureds of several liability insurance carriers. The carriers require the attorney to follow certain billing and litigation management guidelines. These guidelines restrict discovery and the use of experts and other third party vendors. The guidelines also require pre-approval for time spent on research, travel and the taking and summarizing of depositions. The insureds have not been informed of the use of litigation management guidelines.

In addition to the litigation management guidelines, the carriers require the attorney to submit billing statements directly to outside auditing firms for review and approval. The insureds have no knowledge of this submission. These auditing firms provide this service to more than one insurance carrier. The billing statements provide detailed descriptions of the work the attorney has performed for the insured. One auditing firm has also requested information regarding the amount of the last settlement offer made prior to suit and the attorney's estimate of the insured's percentage or degree of liability exposure. Examples provided by the auditor of the level of detail to be provided include: information regarding what was discussed in the office and by whom, specific issues researched, specific non-deposition discovery prepared, specific trial work performed, and the identity of all materials and documents reviewed. Finally, the auditor has requested that the attorney attach all his work product to the billing statements.

Under the facts you have presented, you have asked the Committee to opine as to the propriety of 1) litigation management guidelines issued by an insurance carrier that restrict an attorney's representation of the insured, and 2) the submission by the insured's attorney of billing statements and information about the insured's case to an independent auditor.

The appropriate and controlling disciplinary rules relative to your inquiry are: DR 4-101, which deals with the preservation of confidences and secrets of a client; DR 5-106(B), which states that a lawyer shall not permit a person who recommends, employs,

or pays him to render legal services for another to direct or regulate his professional judgment in rendering such legal services; DR 6-101(C), which states that a lawyer shall keep a client reasonably informed about matters in which the lawyer's services are being rendered; DR 7-101(A), which deals with a lawyer's duty to seek the lawful objectives of his client through reasonably available means permitted by law and the Disciplinary Rules, to carry out a contract of employment entered into with a client for professional services, and to not prejudice or damage his client during the course of the professional relationship; and DR 7-101(B), which states that with the express or implied authority of his client, a lawyer may exercise his professional judgment to limit or vary his client's objectives and waive or fail to assert a right or position of his client, and that a lawyer may refuse to aid or participate in conduct or pursue an objective which he believes to be unlawful or which is repugnant or imprudent. See also EC 4-3.

While this Committee has not previously addressed these particular questions, it has previously analyzed the character of the relationship between an insured and the attorney hired by an insurance carrier to represent the insured. Most recently, the Committee summarized that relationship as follows:

> "[A]lthough paid by the insurer, the lawyer must represent the insured with undivided loyalty. Legal Ethics Opinion No. 598 (Approved by the Virginia Supreme Court, March 8, 1985). *See also, Norman v. Insurance Co. Of North America*, 218 Va. 718, 727 (1978) (attorney employed to represent insured is bound by the same high standards which govern all attorneys in their representation of private clients). Thus the insured/client may presume that his attorney has no interest which will interfere with his devotion to the matter confided to him."

LEO 1661

That position is mirrored by that in ABA Formal Opinion 96-403, stating, "[w]hatever the rights and duties of the insurer and the insured under the insurance contract, that contract does not define the ethical responsibilities of the lawyer to his client." In determining the propriety of an attorney agreeing to management guidelines as described in the hypothetical, the Committee considered the carrier to be a third-party payor, whose limited role is defined by DR 5-106(B). In the present hypothetical, the third-party payor (i.e., the carrier) seeks to limit the scope and/or level of the attorney's representation. While DR 7-101(A) does obligate an attorney to carry out the legal objectives of his client and to fulfill his employment contract, DR 7-101(B) also allows an attorney to limit his client's objectives, but only with the express or implied authority of the client. Based on those rules, the Committee has previously determined that for an attorney to limit the level or scope of legal services to be provided to a client, the attorney must have obtained, at the start of the representation, consent from the client after full disclosure and have determined that the restriction would not materially impair the client's rights. LEOs 1193, 1276. Specifically regarding an attorney hired by an insurance carrier to represent an insured, the Committee opined that the attorney must make full and

adequate disclosure to his client insured of any limitation of the scope of the representation. LEO 598. Such disclosure is part of the attorney's continuing responsibility under DR 6-101(C) to keep his client informed.

The Florida State Bar has recently opined that an insured's attorney may not follow an insurance company's case management guidelines without the full knowledge and consent of the client. Florida Ethics Opinion 20591, Dec. 31, 1997. That opinion suggested that if the insured's attorney determines that the insurance company's restrictions are injurious to the client's case, the attorney could not continue to represent the client under those circumstances.

In related situations, other bars have expressed concern regarding improper influence of a third party over the activities of an attorney. Specifically, the Ohio Bar rejected the permissibility of a company established solely to negotiate fees between attorneys and their clients; the opinion states that such financial pressure constitutes undue influence by a third party in an attorney/client relationship. Ohio Ethics Opinion 97-5. The Ohio Bar joins a number of other state bars in finding that a fixed fee arrangement for an insured's attorney hired by a carrier could be set so low as to create an impermissible risk that the carrier would be influencing the attorney to provide less than adequate representation; thus, an attorney would be ethically prohibited from agreeing to a such a contract. *See*, Ohio Ethic Opinion 97-7; Oregon State Bar, Op. 1991-98; and Kentucky Bar Ass'n Op. E-368 (1994), approved and adopted, *American Insurance Ass'n v. Kentucky Bar Ass'n*, 917 S.W.2d 568 (Ky. 1996) (banning all fixed fee arrangements for insureds' attorneys hired by carriers). *See also*, New Hampshire Bar Ass'n, Formal Op. 1990-91/5 and State Bar of Wisconsin, Op. E-83-15 (each allowing fixed fee agreements in this context but expressing related caveats regarding fees set inadequately low).

This Committee shares the concern raised by those bars that the attorney/client relationship must remain free from undue influence from third parties, such as the insurance carrier in the present context. Moreover, this Committee, as highlighted in the discussion above, has previously established benchmarks for an attorney seeking to limit the scope or level of service to his client. The Committee agrees with the Florida Bar's application of those principles to the situation of the insured's attorney. Accordingly, this Committee opines that it is ethically impermissible for an attorney to agree to an insurance carrier's restrictions on the attorney's representation of the insured absent full disclosure and consent of the client at the outset of the representation and absent a determination that the client's rights will not be materially impaired by the restrictions.

Moreover, because client consent to restrictions delimits the scope and content of representation and thus affects significant interests of the client, as well as the lawyer, the Committee opines that such consent must be in writing to comport with the lawyer's duties of independent professional judgment, undiluted loyalty, and zealous representation.

In response to your second question, the Committee believes that its analysis of the submission of the information to the auditing firms must be based on respect for DR 4-101, which establishes a fundamental aspect of the attorney/client relationship: proper preservation of a client's confidences and secrets. Any audit of attorney's billing practices must in no way violate that rule.

Previously, the Committee has maintained that an insured's attorney must follow DR 4-101, even when the attorney is provided by the carrier. Legal Ethics Opinion 598 (insured's attorney must not reveal any defense to policy coverage to the carrier if such information was gained in the attorney/client relationship with the insured). However, in other opinions, this Committee has opined that EC 4-3 allows attorneys to provide limited information to outside auditors. *See*, Legal Ethics Opinions 859, 1016, 1573. The Committee established three requirements for such submissions: the information be of the limited nature contemplated in EC 4-3, that the billing agency be selected with due care, and that the billing agency be warned to maintain client confidentiality. Legal Ethics Opinion 1573.

The Committee opines that the present situation should be distinguished from the exception to 4-101 that is, in effect, carved out by EC 4-3 and those opinions. In the present situation, not one of the three requirements established in the above-cited authority is met. The information is not of a limited nature. The information is extensive; its submission to the auditing firms would involve disclosure of confidential information regarding both the facts of the insured's case and the attorney's representation of that insured. Also, the billing agency is not selected with due care as it is not selected by the attorney but by the carrier. Finally, as the auditing firm is contracting not with the attorney but with the carrier, the attorney is in no position to direct the auditing firm to exercise proper precautions to maintain client confidentiality. For these reasons, the Committee opines that the permissible release of information contemplated in EC 4-3 is not permissible for the submission of the information to the auditing firms in the present hypothetical.

Many other states have reviewed similar auditing arrangements and found them ethically impermissible due to the absence of full and adequate disclosure to the client and consent from the client. *See,* Utah State Bar Opinion 98-003; Florida Bar Staff Opinion 20591, December 31, 1997; Alabama State Bar (unnumbered); South Carolina Ethics Advisory Opinion 97-22; Kentucky Bar Ass'n, KBA E-404; North Carolina Proposed 98 Formal Ethics Opinion 10; Louisiana State Bar Association (unnumbered); Indiana State Bar Ass'n, Opinion 4 of 1998. These opinions collectively are in line with the general principle established by DR 4-101 and with this Committee's history of applying that principle to an insured's attorney, even where the attorney is provided by the carrier. In contrast to above-cited opinions, the Massachusetts Bar opined that so long as the insured/client had provided consent to disclose the information to the carrier, that consent could be interpreted to extend to out-sourcing bill review activities to outside auditing firms, so long as the auditor would maintain client confidentiality.

Massachusetts Bar Opinion Letter (unnumbered), November 20, 1997. For the reasons cited earlier in this opinion for not applying EC 4-3 to the present hypothetical, this Committee declines to adopt the conclusion of the Massachusetts Bar on this point.

The Committee opines that for the insured's attorney in this hypothetical to submit detailed information regarding the insured's case to an auditing firm would be ethically impermissible as the attorney has failed to provide the client with full and adequate disclosure and has failed to obtain consent from the client for the disclosure. Furthermore, the Committee notes that, pursuant to the attorney's duty of loyalty to the client, as prescribed by DR 7-101, the insured's attorney should not recommend that the client provide such consent if the disclosure to the auditors would in some way prejudice the client. *See*, Kentucky Bar Ass'n, KBA E-404; North Carolina Proposed 98 Formal Ethics Opinion 10.

Approved by Supreme Court
September 29, 1999
Committee Opinion
November 23, 1998

EXHIBIT 6

CL25003213-00
GTOR
0

VIRGINIA:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

Antonacci
Plaintiff,

v.

Case No. CL2500 3213

Palma, et al.
Defendant.

ORDER

THIS MATTER CAME BEFORE THE COURT THIS 4th day of September, 2026

On D's Motion to Quash Service on a Subpoena Duces Tecum served on NGIC/Integon. It is ordered that D shall submit ~~the~~ NGIC/Integon's claim file & a privilege log to this Court for in camera review by 9/11/26

Entered 9/9/26

Judge, Circuit Court of Arlington County

Waived Rule 1:13
was present but left before ruling

Counsel for Plaintiff/Bar No.
Print:
Phone:
Email:

Counsel for Defendant/Bar No. 72439
Print: Jeremy Tishler
Phone: 917-301-5411
Email: jtishler@levinecapital.com

EXHIBIT 7

VIRGINIA:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

RECEIVED
2026 SEP 10 P 1:24

LOUIS B. ANTONACCI,

v.

SERGIO RAMIRO PALMA, et. al.

Consolidated Case Nos.

CL25003213
CL26002265
CL26002682

PLAINTIFF'S MOTION TO RECONSIDER ORDER OF SEPTEMBER 4, 2026

COMES NOW the Plaintiff, Louis B. Antonacci ("Antonacci"), pursuant to Rule 1:1, and files this Motion to Compel Discovery, and states as follows:

On August 3, 2026, Antonacci served subpoenas duces tecum on National General Insurance Company and Integon Preferred Insurance Company, both with a return dates of August 28, 2026. **(Exhibit 1.)** National General and Integon were served with the subpoenas duces tecum on August 11, 2026. **(Exhibit 2.)** Neither Integon nor National General filed any objection to the subpoena, nor did they produce any documents.

On August 17, 2026, the Defendants, by counsel, filed a motion to quash the subpoena served upon National General. **(Exhibit 3.)** No one has ever filed a motion to quash the subpoena served on Integon. On August 25, 2026, Antonacci filed his Response in Opposition to the Defendants Motion to Quash the subpoenas duces tecum. As set forth therein, and as counsel for defendants has repeatedly admitted, counsel for defendants has no attorney-client relationship with National General or Integon.

Nonetheless, on September 4, 202, this Court ordered that counsel for defendants shall produce documents responsive to Antonacci's subpoenas directly to her chambers, and further

that counsel for defendants shall produce the applicable privilege logs. **(Exhibit 4.)** That ruling has no basis under Virginia law, or the law of any jurisdiction as far as the undersigned is aware.

Rule 4:9A governs the production of documents by nonparties in civil cases. Rule 4:9A(c)(3) speaks to the Court's authority over the nonparty's compliance with the subpoena. Nothing in Rule 4:9A(c)(3) authorizes what the Court has done here.

Rule 4:9A(c)(3) provides that, upon written objection, the Court may 1) quash or modify the subpoena; 2) require the issuing party to advance costs; or 3) direct that the documents subpoenaed "be returned only to the office of the clerk of the court through which such documents and tangible things are subpoenaed in which event, upon request of any party in interest, or his attorney, the clerk of the court must permit the withdrawal of such documents and tangible things.... To permit his inspection, photographing, or copying thereof." The Court's Order of September 4, 2026 not only improperly makes counsel for defendants, who does not represent either of the nonparties subpoenaed, responsible for producing the responsive documents and relevant privilege logs, but also bypasses the Clerk's office entirely to require production directly to her chambers.

This is an improper abuse of judicial authority, with no basis under Virginia law, that is plainly prejudicial to the plaintiff and biased in favor of the defendants. Antonacci has filed written objections to the September 4, 2026 order contemporaneously herewith.

There is no authority for these actions under Virginia law and this Court should reconsider its order of September 4, 2026, deny defendants motion to quash, and order National General to produce responsive documents to the clerk's office within two weeks of entry of this order.

Antonacci has filed a motion to compel Integon's compliance with the subpoena contemporaneously herewith.

WHEREFORE, for the reasons stated herein, Plaintiff Louis B. Antonacci respectfully requests this Court enter an order **VACATING** its order of September 4, 2026, **DENYING** Defendants' Motion to Quash the Subpoena served upon National General Insurance Company, and **COMPELLING** National General Insurance Company and Integon Preferred Insurance Services to produce, directly to the Clerk's office, documents responsive to the subpoenas duces tecum they were served on August 11, 2026, within 14 days of entry of this order.

Dated: September 10, 2026

Respectfully submitted,

Louis B. Antonacci
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T: 703-300-4635
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VIRGINIA:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

RECEIVED
2026 SEP 10 P 1:25
PAUL FERGUSON, CLERK
ARLINGTON CIRCUIT COURT

LOUIS B. ANTONACCI,	
v.	
SERGIO RAMIRO PALMA, et. al.	**Consolidated Case Nos.** **CL25003213** **CL26002265** **CL26002682**

PLAINTIFF'S OBJECTIONS TO ORDERS OF SEPTEMBER 4, 2026

COMES NOW the Plaintiff, Louis B. Antonacci ("Antonacci") and files these Objections to this Court's Orders of September 4, 2026, and states as follows:

On August 3, 2026, Antonacci served subpoenas duces tecum on National General Insurance Company and Integon Preferred Insurance Company, both with return dates of August 28, 2026. National General and Integon were served with the subpoenas duces tecum on August 11, 2026. Neither Integon nor National General filed any objection to the subpoena, nor did they produce any documents.

On August 24, 2026, the Defendants, by counsel, filed a motion to quash the subpoena served upon National General. No one has ever filed a motion to quash the subpoena served on Integon. On August 25, 2026, Antonacci filed his Response in Opposition to the Defendants Motion to Quash the subpoenas duces tecum. As set forth therein, and as counsel for defendants has repeatedly admitted, counsel for defendants has no attorney-client relationship with National General or Integon.

Nonetheless, on September 4, 202, this Court ordered that counsel for defendants shall produce documents responsive to Antonacci's subpoenas directly to her chambers, and further

that counsel for defendants shall produce the applicable privilege logs. That ruling has no basis under Virginia law, or the law of any jurisdiction as far as the undersigned is aware.

Rule 4:9A governs the production of documents by nonparties in civil cases. Rule 4:9A(c)(3) speaks to the Court's authority over the nonparty's compliance with the subpoena. Nothing in Rule 4:9A(c)(3) authorizes what the Court has done here.

Rule 4:9A(c)(3) provides that, upon written objection, the Court may 1) quash or modify the subpoena; 2) require the issuing party to advance costs; or 3) direct that the documents subpoenaed "be returned only to the office of the clerk of the court through which such documents and tangible things are subpoenaed in which event, upon request of any party in interest, or his attorney, the clerk of the court must permit the withdrawal of such documents and tangible things.... To permit his inspection, photographing, or copying thereof." The Court's Order of September 4, 2026 not only improperly makes counsel for defendants, who does not represent either of the nonparties subpoenaed, responsible for producing the responsive documents and relevant privilege logs, but also bypasses the Clerk's office entirely to require production directly to her chambers.

This is an improper abuse of judicial authority, with no basis under Virginia law, that is plainly prejudicial to the plaintiff and biased in favor of the defendants. Antonacci has filed a motion to reconsider the September 4, 2026 order contemporaneously herewith.

Antonacci also objects to this Court's denial of Antonacci's Motion for Sanctions on September 4, 2026. Counsel for the Defendants has repeatedly signed papers asserting that Defendant Sonia E. Vides relocated to Guatemala two years ago, yet is unable to provide any evidence substantiating that assertion or even provide her address. Moreover, counsel for Defendants has further conceded that Defendant Vides was served via posited service at the

Alexandria, Virginia address where she lives with her husband, daughter, and grandson. All of whom are unable to provide an address for their beloved. Counsel for Defendants never even filed a written response to the motion for sanction, because it would have constituted additional grounds for sanctions. But apparently this Court will take the contradictory and unverified words of an insurance defense lawyer as evidence. Which is to say that Arlington County Circuit Court is more carnival than courthouse.

For the reasons stated herein, in his Response in Opposition to Defendants' Motion to Quash Subpoena Duces Tecum, and in his Motion for Sanctions, Plaintiff Louis B. Antonacci hereby objects to this Court's orders of September 4, 2026,

Dated: September 10, 2026

Respectfully submitted,



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VIRGINIA:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

RECEIVED
2026 SEP 10 P 1:2
PAUL FERGUSON, CLERK
ARLINGTON CIRCUIT COURT

LOUIS B. ANTONACCI,	
v.	
SERGIO RAMIRO PALMA, et. al.	**Consolidated Case Nos.** **CL25003213** **CL26002265** **CL26002682**

PLAINTIFF'S MOTION TO COMPEL DISCOVERY

COMES NOW the Plaintiff, Louis B. Antonacci ("Antonacci"), pursuant to Rule 4:12, and files this Motion to Compel Discovery, and states as follows:

On August 3, 2026, Antonacci served Integon Preferred Insurance Company with the attached subpoena duces tecum with a return date of August 28, 2026. **(Exhibit 1.)** Integon was served with the subpoena duces tecum on August 11, 2026. **(Exhibit 2.)** Neither Integon nor any party filed any objection to the subpoena prior to the return date. Integon has not produced any responsive document nor filed any objection, thereby waiving any objections or claims of attorney-client privilege.

WHEREFORE, for the reasons stated herein, Plaintiff Louis B. Antonacci respectfully requests this Court enter an order **COMPELLING** Integon Preferred Insurance Company to produce documents responsive to the subpoena duces tecum it was served on August 11, 2026 within 14 days of entry of this order.

Dated: September 10, 2026

Respectfully submitted,

Louis B. Antonacci
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lou@antonaccilaw.com
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EXHIBIT 8

STEVEN M. LEVINE (VA, DC & MD)
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MICHAEL J. CARITA (VA, DC & MD)
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JEREMY S. TISHLER (VA, DC & MD)
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LEVINECARITA PLC

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TEL.: (703) 370-5569
FAX: (703) 370-5572
WWW.LEVINECARITA.COM

September 11, 2026

VIA HAND DELIVERY
Hon. Louise M. DiMatteo
Arlington County Circuit Court
1425 N. Courthouse Road
Arlington, VA 22201

RE: ***Antonacci v. Palma, et al.***
Case No.: CL25003213

Dear Judge DiMatteo,

In compliance with your September 4, 2026 Order regarding Defendants' Objections and Motion to Quash Plaintiff's Subpoena Duces Tecum to Integon Preferred Insurance Company/National General Insurance Company, I am enclosing the full claims file and privilege log for all documents that we are claiming are protected from disclosure.

Thank you very much and please feel free to reach should you require anything further in this regard.

Sincerely,



Jeremy S. Tishler

encl.

cc: Mr. Louis Antonacci (via email)(w/o encl.)

EXHIBIT 9

SFKO

Shands | Ferrell | Keeney | O'Malley

9030 Stony Point Parkway, Suite 530
Richmond, Virginia 23235
(804) 747-7470 • FAX (804) 747-7977
www.sfkolaw.com

Writer's Email: bferrell@sfkolaw.com
Paralegal's Email: tgraham@sfkolaw.com

September 14, 2026

By FedEx
Hon. Paul F. Ferguson, Clerk
Arlington Circuit Court
1425 North Courthouse Road
Arlington, Virginia 22201

Re: Louis Antonacci v. Sergio Ramiro Palma, et al.
Case Nos.: CL25-3213; CL26-2265; CL26-2682

Dear Mr. Ferguson:

Enclosed for filing please find the following on behalf of National General Insurance Company with reference to the above case:

1. National General Insurance Company's Motion to Quash Praecipe and Opposition to Plaintiff's Motion to Reconsider; and

2. National General Insurance Company's Motion to Quash Praecipe and Opposition to Plaintiff's Motion to Compel.

Thank you for your assistance in this regard.

Very truly yours,

E. Brandon Ferrell

EBF/ttg
Enclosure
cc: Louis B. Antonacci, Esquire *(by Regular U.S. Mail and Email)*
Jeremy S. Tischler, Esquire *(by Regular U.S. Mail and Email)*
Amanda Lussier
National General Insurance Company
Claim No.: 260332625

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ARLINGTON

LOUIS ANTONACCI,

Plaintiff,

v. Case Nos.: CL25-3213; CL26-2265; CL26-2682

SERGIO RAMIRO PALMA, et al., Defendants

NATIONAL GENERAL INSURANCE COMPANY'S MOTION TO QUASH PRAECIPE AND OPPOSITION TO PLAINTIFF'S MOTION TO RECONSIDER

COMES NOW National General Insurance Company ("National General"), by counsel, and moves this Court to quash Plaintiff's Praecipe/Notice of Hearing as it relates to Plaintiff's Motion to Reconsider Order of September 4, 2026, and opposes the Motion on the merits for the following reasons:

1. On September 4, 2026, this Court ordered National General to file its claim file with a privilege log with this Court for an *in camera* review. National General filed the same.

2. Now, Plaintiff moves this Court to reconsider its ruling from September 4, 2026.

3. First, Plaintiff is not entitled to a hearing on a motion to reconsider unless this Court orders the same pursuant to Rule 4:15(d). As such, the Praecipe should be quashed and/or this Court should deny this Motion without a hearing.

4. Second, this matter is not ripe for this Court's consideration. There is nothing to reconsider from this Court's September 4, 2026 order. Simply, this Court has not conducted its *in camera* review yet. As such, the Praecipe should be quashed and/or the Motion should be denied without a hearing.

5. Third, and only if this Court reaches the merits, Defendant states that Plaintiff's Motion should be denied because motions to reconsider are disfavored under Virginia law. *See*

Baker v. DMV, 2025 Va. Cir. LEXIS 364, 2-3 (County of Culpeper, 2025)(citing *Hechler Chevrolet, Inc. v. General Motors Corp.*, 230 Va. 396 (1985).

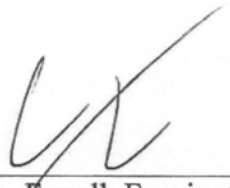
6. Plaintiff has already been heard on this issue. Plaintiff has already utilized this Court's resources on this matter and counsel for Defendant already appeared and argued this Motion. There is no good cause for Plaintiff to be permitted to once again use this Court's resources and time on a matter that was already heard.

7. Additionally, the Court's prior ruling has not even been finalized. That alone is sufficient to deny this Motion without a hearing. The Court should not reconsider its prior ruling for all the reasons previously argued and articulated.

WHEREFORE National General, by counsel, asks this Court quash the subject Praecipe and/or deny Plaintiff's Motion to Reconsider without a hearing, or with one if ordered, enter an order to the same, award the appropriate sanction pursuant to Va. Code Sec. 8.01-271.1 if this Court deems the same just, and award any other relief this Court deems just.

NATIONAL GENERAL INSURANCE COMPANY,

By Counsel



_____, p.d.

E. Brandon Ferrell, Esquire (VSB #87513)
Shands, Ferrell, Keeney & O'Malley, P.C.
9030 Stony Point Parkway, Suite 530
Richmond, Virginia 23235
Telephone: (804) 747-7470
Facsimile: (804) 747-7977
bferrell@sfkolaw.com
Counsel for National General Insurance Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT a true and correct copy of the foregoing has been forwarded by U.S. Mail and email, postage prepaid, on this 14th day of September, 2026 to the counsel of record set forth below.

E. Brandon Ferrell, Esquire

Louis B. Antonacci
Antonacci PLLC
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Washington, DC 20011
lou@antonaccilaw.com
T: 703-300-4635

Jeremy S. Tischler, Esq.
LevineCarita, PLC
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Jeremy_tishler@comcast.net
T: 917-301-5411

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ARLINGTON

LOUIS ANTONACCI,

Plaintiff,

v. Case Nos.: CL25-3213; CL26-2265; CL26-2682

SERGIO RAMIRO PALMA, et al., Defendants

NATIONAL GENERAL INSURANCE COMPANY'S MOTION TO QUASH PRAECIPE AND OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL

COMES NOW National General Insurance Company ("National General"), by counsel, and moves this Court to quash Plaintiff's Praecipe/Notice of Hearing as it relates to Plaintiff's Motion to Compel, and opposes the Motion on the merits for the following reasons:

1. Plaintiff issued two (2) identical subpoenas *duces tecum* to National General and to Integon Preferred Insurance Company on August 3, 2026.

2. Integon Preferred Insurance Company is a subsidiary and member company within the National General Insurance Company umbrella. Thus, the subpoenas at issue are duplicative.

3. Upon information and belief, the relationship between the two entities was discussed and explained at the hearing on September 4, 2026 discussed below. Nonetheless, Plaintiff filed this Motion after the hearing.

4. The subject matter of Plaintiff's Motion to Compel and the subject subpoena has already been litigated and is pending a ruling of this Court. As such, National General adopts and incorporates its position stated in its Motion to Quash and Opposition to Plaintiff's Motion to Reconsider. Simply, this matter is currently under advisement and the Motion to Compel concerns the exact same issue.

5. National General, and Integon Preferred Insurance Company to the extent necessary, move this Court to deny Plaintiff's Motion to Compel since the duplicative subpoena is subject to a Motion to Quash and there is simply nothing to compel. National General and Integon Preferred Insurance Company are not distinct for purposes of the subpoenas and compliance with the same remains subject to this Court's ruling from September 4, 2026.

6. To the extent necessary, Integon Preferred Insurance Company adopts and incorporates the previously-filed Motion to Quash and asks for leave of court, if necessary, to file by way of adoption and incorporation the previously-filed and argued Motion to Quash.

WHEREFORE National General, by counsel, asks this Court quash the subject Praecipe and/or deny Plaintiff's Motion to Compel, enter an order to the same, award the appropriate sanction pursuant to Va. Code Sec. 8.01-271.1 if this Court deems the same just, and award any other relief this Court deems just.

NATIONAL GENERAL INSURANCE COMPANY,

By Counsel

_____, p.d.
E. Brandon Ferrell, Esquire (VSB #87513)
Shands, Ferrell, Keeney & O'Malley, P.C.
9030 Stony Point Parkway, Suite 530
Richmond, Virginia 23235
Telephone: (804) 747-7470
Facsimile: (804) 747-7977
bferrell@sfkolaw.com
Counsel for National General Insurance Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT a true and correct copy of the foregoing has been forwarded by U.S. Mail and email, postage prepaid, on this 14th day of September, 2026 to the counsel of record set forth below.

E. Brandon Ferrell, Esquire

Louis B. Antonacci
Antonacci PLLC
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Washington, DC 20011
lou@antonaccilaw.com
T: 703-300-4635

Jeremy S. Tischler, Esq.
LevineCarita, PLC
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Alexandria, VA 22314
Jeremy_tishler@comcast.net
T: 917-301-5411

EXHIBIT 10

VIRGINIA:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

LOUIS B. ANTONACCI,	
v.	
SERGIO RAMIRO PALMA, et. al.	**Consolidated Case Nos.**
	CL25003213
	CL26002265
	CL26002682

RECEIVED
2026 AUG 28 A 11: 32
PAUL FERGUSON, CLERK
ARLINGTON CIRCUIT COURT

PLAINTIFF'S MOTION FOR SANCTIONS

COMES NOW the Plaintiff, Louis B. Antonacci ("Antonacci"), pursuant to Va. Code §8.01-271.1, and files this Motion for Sanction against LevineCarita PLLC and Jeremy Tishler, Esq., and states as follows:

Virginia law requires that counsel of these courts sign the papers of their clients, and that signature warrants everything asserted therein is done so in good faith. Specifically, Va. Code §8.01-271.1.B provides that counsel's signature certifies

> (i) he has read the pleading, motion, or other paper, (ii) to the best of his knowledge, information and belief, formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and (iii) it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.

Counsel for the defendants in these consolidated matters has violated that provision on several occasions now, and Antonacci requests that sanctions be imposed on Tishler and that LevineCarita be required to pay Antonacci's court costs to date as his remedy.

Tishler brought a motion quash service on defendant Sonia E. Vides that has no basis in fact. Tishler baldly claimed in his motion, without evidence, that Vides had relocated to

Guatemala alone, leaving her husband, daughter, and grandson in Alexandria. When Antonacci sought evidence, none was forthcoming. Right before the hearing of August 21, 2026, Tishler presented Antonacci with the attached affidavit purportedly signed by Vides's husband, Defendant Sergio Palma. ***See* Palma Affidavit, Exhibit 1.**

Tishler presented the affidavit to the Court, and after Antonacci pointed out that it was neither dated nor notarized, and that it was clearly signed by Tishler, rather than by his client. Tishler withdrew his motion. ***See* attached Order of August 21, 2026, Exhibit 2.** This was despite Antonacci offering to allow Palma to come in and testify as to the facts alleged in the affidavit.

Tishler has therefore effectively conceded Vides's residence in Alexandria and that he signed the motion to quash for an improper purpose and with no good faith basis for the allegations therein.

Similarly, even after conceding service on Vides was proper, on August 24, 2026, Tishler filed an answer to the complaint that denies Vides's residence in Alexandria. ***See* Answer to Consolidated Complain ¶6**. On August 25, 2026, Tishler signed two interrogatory responses that falsely claim Vides currently resides in Guatemala, but of course with no address. ***See* Interrogatory Responses attached at Exhibit 3**. Counsel is plainly aware that none of these papers are well grounded in fact and sanctions should be imposed.

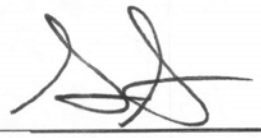
Finally, Tishler also moved to quash Antonacci's subpoena duces tecum on National General Insurance Company for an improper purpose, namely to delay these proceedings. That motion has no basis under existing law, as set forth in Antonacci's response in opposition, which is set for hearing today. Counsel should be sanctioned for this transgression as well.

Tishler's meritless and baseless motions to quash and other papers have unnecessarily delayed these proceedings and caused much unnecessary work for the plaintiff. And even after counsel humiliated himself by bringing a blatantly forged affidavit to a court hearing to support a baseless motion to quash, and then agreeing to file a responsive pleading on behalf of the person served, he continues to sign papers alleging that Sonia Vides lives in Guatemala. Counsel should be sanctioned and LevineCarita should be compelled to pay Antonacci's court costs in this matter to date.

WHEREFORE, for the reasons stated herein, Plaintiff Louis B. Antonacci respectfully requests this Court enter an order **IMPOSING SANCTIONS** on Jeremy Tishler, Esq. and Levine Carita PLLC, and **ORDER** that **LEVINECARITA PLLC REMUNERATE** Plaintiff Louis B. Antonacci for his court costs within seven (7) days of entry of this order.

Dated: August 28, 2026

Respectfully submitted,



Louis B. Antonacci
ANTONACCI PLLC
4126 8th Street NW #3
Washington, DC 20011
lou@antonaccilaw.com
T: 703-300-4635
E: lou@antonaccilaw.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on August 28, 2026, I caused the above Plaintiff's Motion for Sanctions to be served via electronic mail to the following:

Jeremy S. Tishler, Esq. (VSB #72439)
LevineCarita PLC
1010 Cameron Street
Alexandria, VA 22314
917-301-5411
jeremy_tishler@comcast.net

Louis B. Antonacci
ANTONACCI PLLC
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T 703-300-4635
E lou@antonaccilaw.com

VIRGINIA:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

LOUIS ANTONACCI.	:		
	:		
Plaintiff.	:		
	:		
v.	:	Case No:	**CL25003213**
	:		**CL26002265**
	:		**CL26002682**
SERGIO RAMIRO PALMA, et al.,	:		
	:		
Defendants.	:		

AFFIDAVIT

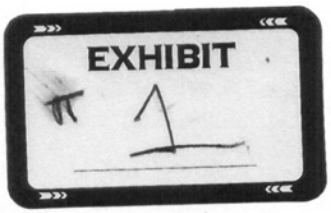
I, Sergio Ramiro Palma, being duly sworn, do hereby attest and affirm the foregoing, under the penalty of perjury:

1. I currently reside at 3406 Branch Avenue, Apt. 2023, Alexandria, Virginia, with my daughter, Heidi Vides, and her son, Nahun Aleman Palma. I have resided at this address since August of 2023

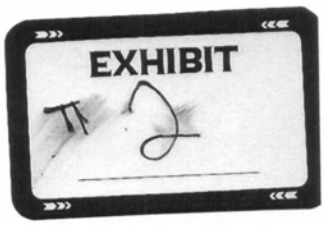
2. I am currently married to Sonia E. Vides. Ms. Vides also resided at 3406 Branch Avenue, Apt. 203, Alexandria, Virginia until September 17, 2024 when she permanently moved back to Guatemala. Ms. Vides now resides in Asuncion Mita, Guatemala.

3. It is my understanding that Louis Antonacci has filed suit against Ms. Vides and sought to have her served via posting at 3406 Branch Avenue, Apt. 2023, Alexandria, Virginia on or about June 24, 2026. Ms. Vides did not reside at this address on the date of the attempted service as she had moved back to Guatemala on September 17, 2024.

Sergio Ramiro Palma



CL26002265-00
MV
0



VIRGINIA:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

Antonacci
Plaintiff,

Case No. CL26002265-00

Vidos, et al.
Defendant.

ORDER

This matter came before this Honorable Court upon Δ Sonia Vides Motion to Quash Service of Π's complaint.

IT APPEARING TO THE COURT Δ has withdrawn her motion

It is hereby, ORDERED that Δ's Motion is hereby Withdrawn & Δ Sonia Vides will file responsive pleadings within 30 days from the entry of this Order

Entered August 21, 2024.

Circuit Court Judge

SEEN:

Counsel for Plaintiff

Counsel for Defendant

VIRGINIA:
IN THE CIRCUIT COURT FOR THE ARLINGTON COUNTY

LOUIS ANTONACCI,	:	
	:	
Plaintiff,	:	
	:	
v.	:	**Case No.: CL25003213**
	:	**CL26002265**
SERGIO ROMIRO PALMA, et al.,	:	**CL26002682**
	:	
	:	
Defendants.	:	

DEFENDANT HEIDI PALMA VIDES' ANSWERS TO INTERROGATORIES

COMES HEIDI PALMA VIDES ("Defendant"), by Counsel, and for her Answers to the Plaintiff's Interrogatories states as follows:

The information supplied in these Answers is not based solely on the knowledge of the executing parties but includes the knowledge of the parties, and their agents, representatives and attorneys, unless privileged.

The word usage and sentence structure is that of the attorney and does not purport to be the exact language of the executing parties.

INTERROGATORIES

1. State all known current addresses for Vides, foreign and domestic.

Answer: Sonia Vides currently resides in Asuncion Mita, Guatemala. This answer will be supplemented.

2. State your residential address as of June 18, 2024.

Answer: Defendant resided at 3406 Branch Avenue, Apt. 2023, Alexandria, VA 22302.



3. State the duration of your residence at the address where you resided on June 18, 024.

Answer: Defendant has resided at 3406 Branch Avenue, Apt. 2023, Alexandria, VA 2302 since August of 2023.

4. Identify every person who resided at the same address as you on June 18, 2024.

Answer: Defendant resided with her mother, Sonia Vides, her son, Nahun Aleman Palma and her father, Sergio Palma.

5. Identify every person you know or believe to the Drive the Vehicle.

Answer: Sergio Palma is the only person who operates the Vehicle.

6. Identify every person you know or believe Drove the Vehicle on June 18, 2024.

Answer: Defendant has no direct knowledge as to who, if anyone, operated the Vehicle n June 18, 2024 but assumes it was Sergio Palma.

7. Identify every person you know or believe was Driving the Vehicle at the time of the Bicycle Crash.

Answer: Defendant has no direct knowledge as to who, if anyone, operated the Vehicle on June 18, 2024 but assumes it was Sergio Palma.

8. Identify every person with whom you have communicated, orally or in writing, oncerning the Bicycle Crash.

Answer: Defendant objects to the interrogatory to the extent that it seeks information protected by the attorney-client or other applicable privilege, calls for information prepared in anticipation of litigation or otherwise constitutes attorney-work product. Without waiving the foregoing, defendant has spoken with undersigned counsel.

9. Identify every person with whom you have communicated, orally or in writing, concerning the Complaint.

Answer: Defendant objects to the interrogatory to the extent that it seeks information protected by the attorney-client or other applicable privilege, calls for information prepared in anticipation of litigation or otherwise constitutes attorney-work product. Without waiving the foregoing, defendant has spoken with undersigned counsel.

10. Identify any and all insurance policies covering the Vehicle.

Answer: At the time of the incident, it is defendant's understanding that the Vehicle was covered by a policy of insurance issued by Integon Preferred Insurance Company with policy limits of $50,000 per claim/$100,000 per occurrence.

11. State your level of education and employment history for the past five years.

Answer: Defendant objects to the interrogatory as it is not reasonably calculated to lead to the discovery of admissible information.

12. Describe any vehicular accidents and/or crashes that you have been involved in during the past ten years.

Answer: Defendant objects to the interrogatory as it is not reasonably calculated to lead to the discovery of admissible information.

13. Identify any claims made on any insurance policy, current or past, applicable to the Vehicle.

Answer: Defendant objects to the interrogatory as it is not reasonably calculated to lead to the discovery of admissible information.

HEIDI PALMA VIDES
By Counsel

Jeremy S. Tishler, Esq. (VSB#72439)
LEVINECARITA PLC
1010 Cameron Street
Alexandria, VA 22314
Tel.: (917) 301-5411
Fax: (703) 370-5572
jtishler@levinecaritaplc.com
Counsel for Defendant

Certificate of Service

I hereby certify that a true copy of the foregoing was emailed and sent via first-class mail this 25th day of August, 2026 to:

Louis Antonacci
4216 8th St, NW, #3
Washington, DC 20011

Jeremy S. Tishler

VERIFICATION

I hereby swear and affirm, under the penalty of perjury, that the foregoing Answers to Interrogatories are true and correct.

_____

HEIDI PALMA VIDES

VIRGINIA:
IN THE CIRCUIT COURT FOR THE ARLINGTON COUNTY



LOUIS ANTONACCI,	:	
	:	
Plaintiff,	:	
	:	
v.	:	**Case No.: CL25003213**
	:	**CL26002265**
SERGIO ROMIRO PALMA, et al.,	:	**CL26002682**
	:	
	:	
Defendants.	:	

DEFENDANT SERGIO ROMIRO PALMA'S ANSWERS TO INTERROGATORIES

COMES SERGIO RAMIRO PALMA ("Defendant"), by Counsel, and for his Answers to the Plaintiff's Interrogatories states as follows:

The information supplied in these Answers is not based solely on the knowledge of the executing parties but includes the knowledge of the parties, and their agents, representatives and attorneys, unless privileged.

The word usage and sentence structure is that of the attorney and does not purport to be the exact language of the executing parties.

INTERROGATORIES

1. On March 18, 2026, you gave a statement to Kayla Wentworth relating to National General Insurance Company's Claim Number 260-332-625. During the statement, you indicated that you were driving the Driving [sic] the Vehicle at the time of the Bicycle Crash. State all details of your recollection as to how the Bicycle Crash occurred, including whether the Vehicle was stopped in the Crosswalk on Walter Reed Drive at the time of the Bicycle Crash.

Answer: Defendant recalls that he was stopped at the intersection of Walter Reed Drive and Four Mile Run in Arlington, Virginia pursuant to a red light for approximately one minute when he observed an individual fall off of his bicycle. Defendant's vehicle did not make contact with this individual and was not stopped in a crosswalk.

2. On March 18, 2026, you gave a statement to Kayla Wentworth relating to National General Insurance Company's Claim Number 260-332-625. During the statement, you indicated that the person in the Bicycle Crash "mistreated [you]" after they arose from the Bicycle Crash. State all the details of your recollection as to how the Cyclist "mistreated [you]", including whether he made physical contact with you or the Vehicle after arising from the Bicycle Crash,

Answer: Defendant recalls that the individual who fell off the bicycle began yelling at defendant in a loud and aggressive voice. Defendant does not speak English and did not understand what he was saying. Defendant's vehicle never made contact with plaintiff or plaintiff's bicycle.

3. On March 18, 2026, you gave a statement to Kayla Wentworth relating to National General Insurance Company's Claim Number 260-332-625. During the statement, you indicated that the Cyclist did not appear injured and was not in need of assistance. State all details as to why you believed the Cyclist was not injured and did not need assistance.

Answer: Defendant objects to the interrogatory to the extent that it calls for a medical conclusion. Without waiving the foregoing, the individual who fell off of the bicycle appeared extremely angry and did not bear any outward signs of injury.

4. On March 18, 2026, you gave a statement to Kayla Wentworth relating to

National General Insurance Company's Claim Number 260-332-625. During the statement, you indicated that you were not responsible for the Bicycle Crash. State all bases for your contention that your actions and/or omissions did not cause the Bicycle Crash.

Answer: See defendant's answers herein.

5. State all known current addresses for Vides, foreign and domestic.

Answer: Sonia Vides currently resides in Asuncion Mita, Guatemala. This answer will be supplemented.

6. State your residential address as of June 18, 2024.

Answer: Defendant resided at 3406 Branch Avenue, Apt. 2023, Alexandria, VA 22302.

7. State the duration of your residence at the address where you resided on June 18, 2024.

Answer: Defendant has resided at 3406 Branch Avenue, Apt. 2023, Alexandria, VA 22302 since August of 2023.

8. Identify every person who resided at the same address as you on June 18, 2024.

Answer: Defendant resided with his wife, Sonia Vides, his daughter, Heidi Vides and grandson, Nahun Aleman Palma.

9. Identify every person you know or believe to the Drive the Vehicle.

Answer: Defendant is the only person who operates the Vehicle..

10. Identify every person you know or believe Drove the Vehicle on June 18, 2024.

Answer: Defendant was the only individual who operated the Vehicle on June 18, 2024.

11. Identify every person you know or believe was Driving the Vehicle at the time of the Bicycle Crash.

Answer: Defendant was the only individual to operate the Vehicle on June 18, 2024.

12. Identify every person with whom you have communicated, orally or in writing, concerning the Bicycle Crash.

Answer: Defendant objects to the interrogatory to the extent that it seeks information protected by the attorney-client or other applicable privilege, calls for information prepared in anticipation of litigation or otherwise constitutes attorney-work product. Without waiving the foregoing, defendant has spoken with undersigned counsel and gave a statement to his insurance carrier.

13. Identify every person with whom you have communicated, orally or in writing, concerning the allegations contained in the Complaint.

Answer: See defendant's objections and answers to Interrogatory No. 12.

14. Identify any and all insurance policies covering the Vehicle.

Answer: At the time of the incident, defendant's vehicle was covered by a policy of insurance issued by Integon Preferred Insurance Company with policy limits of $50,000 per claim/$100,000 per occurrence.

15. State your level of education and employment history for the past five years.

Answer: Defendant objects to the interrogatory as it is not reasonably calculated to lead to the discovery of admissible information.

16. Describe any vehicular accidents and/or crashes that you have been involved in during the past ten years.

Answer: Defendant objects to the interrogatory as it is not reasonably calculated to lead to the discovery of admissible information.

17. Identify any claims made on any insurance policy, current or past, applicable to the Vehicle.

Answer: Defendant objects to the interrogatory as it is not reasonably calculated to lead to the discovery of admissible information.

SERGIO RAMIRO PALMA
By Counsel

Jeremy S. Tishler, Esq. (VSB#72439)
LEVINECARITA PLC
1010 Cameron Street
Alexandria, VA 22314
Tel.: (917) 301-5411
Fax: (703) 370-5572
jtishler@levinecaritaplc.com
Counsel for Defendant

Certificate of Service

I hereby certify that a true copy of the foregoing was emailed and sent via first-class mail this 25th day of August, 2026 to:

Louis Antonacci
4216 8th St, NW, #3
Washington, DC 20011

Jeremy S. Tishler

VERIFICATION

I hereby swear and affirm, under the penalty of perjury, that the foregoing Answers to Interrogatories are true and correct.

_____

SERGIO RAMIRO PALMA

EXHIBIT 11

CL25003213-00
GTOR
0

VIRGINIA:

IN THE CIRCUIT COURT OF ARLINGTON COUNTY

LOUIS B. ANTONACCI,

Plaintiff,

v.

CL25003213-00
(consolidated with CL26002265 and CL26002682)

SERGIO RAMIRO PALMA, *et al.*,

Defendants.

ORDER

THIS MATTER CAME BEFORE this Honorable Court following the Court's issuance of an order on September 4, 2026 on Defendant's Motion to Quash a Subpoena Duces Tecum.

IT APPEARING TO THE COURT that records from NGIC (insurance company) were provided to the Court and the Court reviewed same. Within the production, the records were separated into documents claiming attorney-client privilege and those that do not.

IT FURTHER APPEARING TO THE COURT, upon review, the Court finds that the claims of attorney-client privilege are valid and appropriate and should not be produced; and the other documents appear to be disclosable pursuant to the subpoena duces tecum.

ACCORDINGLY, it is hereby ORDERED

1. All documents not identified as attorney-client privilege shall be turned over to Plaintiff pursuant to the subpoena duces tecum;
2. Documents identified in the privilege log shall not be disclosed and are quashed.
3. Plaintiff's Motion to Reconsider is Denied.

Entered September 16, 2026.

The Honorable Louise M. DiMatteo
Judge, Circuit Court of Arlington County

Endorsements waived pursuant to Rule 1:13 of the Rules of the Supreme Court of Virginia

EXHIBIT 12

VIRGINIA:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

LOUIS B. ANTONACCI,	
v.	
SERGIO RAMIRO PALMA, et. al.	**Consolidated Case Nos.**
	CL25003213
	CL26002265
	CL26002682

PLAINTIFF'S MOTION TO RECONSIDER ORDERS AND STAY RULING PENDING RESOLUTION OF PETITION FOR WRITS OF PROHIBITON AND MANDAMUS

COMES NOW the Plaintiff, Louis B. Antonacci ("Antonacci"), and files this Motion to Reconsider Orders of September 4 and 16, 2026 and Stay Ruling Pending Resolution of Petition for Writs of Prohibition and Mandamus, and states as follows:

For the reasons stated in Antonacci's Petition for Writs of Mandamus and Prohibition and Mandamus in the Supreme Court of Virginia, which he filed today in this Court and will serve upon Judge Louise DiMatteo and the Virginia Attorney General, will file in the Supreme Court of Virginia, hereby requests this Court reconsider and vacate its orders of September 4 and 16, 2026, concerning the subpoenas duces tecum, issued by the Clerk of Court on August 3, 2026, to nonparties National General Insurance Company and Integon Preferred Insurance Services, both of which were served on August 11, 2026. Antonacci further requests this Court stay resolution of this Motion pending a ruling by the Supreme Court of Virginia.

WHEREFORE, for the reasons stated herein, Plaintiff Louis B. Antonacci respectfully requests this Court enter an order **RECONSIDERING AND VACATING** its orders of

September 4 and 16, 2026, and to stay ruling on this Motion pending resolution of Antonacci Petition for Writs of Mandamus and Prohibition in the Supreme Court of Virginia.

Dated: September 17, 2026

Respectfully submitted,



Louis B. Antonacci
ANTONACCI PLLC
4126 8th Street NW #3
Washington, DC 20011
lou@antonaccilaw.com
T: 703-300-4635
E: lou@antonaccilaw.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on September 17, 2026, I caused the above Plaintiff's Motion to Reconsider to be served via U.S. or electronic mail to the following:

Jeremy S. Tishler, Esq. (VSB #72439)
LevineCarita PLC
1010 Cameron Street
Alexandria, VA 22314
917-301-5411
jeremy_tishler@comcast.net
Counsel for Defendants

E. Brandon Ferrell (VSB # 87513)
Shands, Ferrell, Keeney & O'Malley, P.C.
9030 Stormy Point Parkway, Suite 530
Richmond, VA 23235
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bferrel@skfolaw.com
Counsel for National General



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E lou@antonaccilaw.com