



STORAGE NAME: h6011a.CJS

DATE: 3/20/2023

(March 20, 2023)

SPECIAL MASTER'S FINAL REPORT

The Honorable Paul Renner
Speaker, The Florida House of Representatives
Suite 420, The Capitol
Tallahassee, Florida 32399-1300

Re: HB 6011 - Representative Porras
Relief/Estate of Jason Sanchez/Miami-Dade County

THIS IS A SETTLED CLAIM FOR \$950,000 AGAINST MIAMI-DADE COUNTY FOR INJURIES AND DAMAGES SUFFERED BY THE ESTATE OF JASON SANCHEZ WHEN JASON SANCHEZ WAS STRUCK AND KILLED BY A MIAMI-DADE COUNTY PASSENGER BUS ON MAY 13, 2019.

FINDINGS OF FACT:

Accident

On the morning of May 13, 2019, 33-year-old Jason Sanchez ("Sanchez") was riding his motorcycle to work,¹ heading north on SW 107th Ave.² in Miami-Dade County, Florida. At around 7:49 a.m. that morning, as Sanchez approached the intersection of SW 107th Ave. and SW 176th Street³ ("the intersection"), a Miami-Dade County passenger bus⁴ driven by Miami-Dade County employee Alcides Puello⁵ ("Puello") rolled through a clearly marked stop sign and entered the intersection, attempting to make a left turn.

¹ The record suggests that Sanchez worked as a floor manager at a collision center at the time of his death, where he made \$17 an hour, plus commissions.

² SW 107th Avenue is an undivided two-lane roadway running north and south through a residential and business area. A posted speed limit of 30 miles-per-hour is in effect, and it is a through-street at its intersection with SW 176th Street.

³ SW 176th Street is a divided two-lane roadway running east and west. A posted speed limit of 30 miles-per-hour is in effect, and it has a stop sign at its intersection with SW 107th Avenue.

⁴ The record suggests that the bus in question, Miami-Dade Passenger Bus #6115, is about 40 feet long and weighs approximately 40,000 pounds.

⁵ On May 13, 2019, Miami-Dade County employed Puello as a bus operator within its Department of Transportation and Public Works. He held badge #3018.

In taking these actions, Puello drove the bus directly into the path of Sanchez, who at all times had the right of way as there was no stop sign or other traffic control device that would have required Sanchez to stop at the intersection. The record suggests that, seeing the oncoming bus, Sanchez attempted to brake but collided with the bus on its left side, flew off of his motorcycle, and landed in the intersection.

A bus passenger⁶ called 911 to report the crash, and Miami-Dade Fire Rescue responded to the scene, proceeding to administer first aid to Sanchez.⁷ However, Sanchez was pronounced dead at 7:55 a.m. and his body was transported to the Miami-Dade County Medical Examiner's Office. A May 15, 2019, autopsy of Sanchez's body revealed, in addition to superficial abrasions:

- A hinge fracture on the skull base;
- A dislocated vertebral column;
- Fractured vertebrae;
- Multiple frontal and temporal lobe lacerations;
- A brain stem transection;
- Multiple complex rib fractures;
- Bilateral hemothoraces;
- Heart lacerations;
- An aortic transection;
- A liver in multiple pieces;
- A collapsed left lung with multiple lacerations; and
- Fractures of the left humerus and femur and right tibia and fibula.

Sanchez's death was ultimately ruled an accident due to multiple blunt force trauma stemming from the traffic crash.

Investigations, Dismissal, and Charges

On the day of the accident, Miami-Dade County relieved Puello from duty pending the outcome of an internal investigation. The County ultimately deemed the crash preventable, and, after a dismissal hearing, Puello was dismissed⁸ from his County employment on October 17, 2019.

Miami-Dade Police Department investigators also conducted a traffic homicide investigation, documenting the scene and

⁶ The record suggests there were four passengers on the bus at the time of the crash. Each was interviewed as part of the homicide investigation but their recorded interviews were not introduced into the record in the Special Master Hearing held in this matter.

⁷ The record suggests that Sanchez was wearing a motorcycle helmet at the time of the crash but someone removed it to administer first aid. Photographs taken of the scene show the motorcycle helmet placed upright near Sanchez's body.

⁸ Puello's supervisor testified that bus operator discipline varies depending on the severity of the conduct at issue and includes, from least to most severe: a record of counseling; a written reprimand; suspensions of five, ten, or fifteen days; and dismissal. The record suggests that Puello received a written reprimand in May of 2015 for causing a front-end collision and a ten-day suspension in August of 2016 for a schedule violation. Puello was also involved in a crash on October 25, 2016, which was deemed preventable, but the bus subsequently performed poorly on a brake test and thus he was not disciplined for that crash.

interviewing witnesses. Initially, Puello told the investigators that, because he knew the intersection was "very dangerous," he stopped at the stop sign and looked both ways before turning left, seeing no one before making the turn. Puello then said that after he started turning, he saw a motorcyclist "coming fast," then braking and losing control of the motorcycle before hitting the bus's midsection. However, video footage taken from the bus's on-board video surveillance system showed that Puello rolled through the stop sign at the intersection, failing to come to a complete stop before making the left turn.

Puello later admitted he rolled through the stop sign, claiming that he did so because trees on each street corner at the intersection prevented him from seeing to either side when stopped, thus requiring him to pull forward ten to fifteen feet to determine whether the way was clear. However, the video surveillance footage would reveal that, on the morning of the crash, Puello ran three other stop signs and turned right on red in violation of Miami-Dade County policy before running the stop sign that led to the crash.

In any event, Puello told investigators that, after the crash, he stopped the bus right away and called "the base" to inform them of the incident while bus passengers checked on Sanchez and administered CPR; it was one of these passengers who first told Puello that Sanchez had died. Investigators who responded to the scene noted that the bus came to rest facing south in the southbound lane of SW 107th Avenue, while the motorcycle came to rest face southwest in the westbound lanes of SW 176th Street. Skid and gouge marks trailed to the bus's final resting place, and Sanchez lay face-up but deceased in the intersection.

According to the Miami-Dade County Police Department's Traffic Homicide Report, issued in this matter on September 12, 2019:

- SW 107th Ave. and SW 176th Street are both straight, asphalt-paved roadways with no obvious defects or obstructions that would have affected the crash.
- At the time of the crash, it was daytime, and the weather was warm, clear, and dry.
- Sanchez and Puello were both operating their vehicles with no apparent impairments.
- Puello failed to make a complete stop at the intersection, running the stop sign.
- Puello failed to observe Sanchez traveling north on SW 107th Ave. and failed to yield the right of way while entering the intersection, causing the crash.

That same day, Puello was charged with running a stop sign, thereby causing a traffic crash resulting in a traffic fatality, in violation of s. 316.123(2)(a), F.S.

Civil Action

On September 17, 2019, Sanchez's mother, Jacqueline Abreu ("Mrs. Abreu"), filed a lawsuit against Miami-Dade County, seeking to recover damages⁹ for the wrongful death of her son as personal representative of his estate and on behalf of his survivors, who are Ms. Abreu and Sanchez's father, Manuel Sanchez (collectively "plaintiffs" or "Claimants").¹⁰ In her petition, the plaintiffs alleged that Miami-Dade County was vicariously liable for Sanchez's death under Florida's *respondeat superior* doctrine; in other words, the plaintiffs argued that Miami-Dade County was responsible for the negligent actions of its employee, Puello, which actions were the proximate cause of Sanchez's death.

On April 6, 2022, Miami-Dade County entered into a settlement agreement with the plaintiffs for \$300,000 and agreed therein not to oppose a claim bill which the plaintiffs might bring in the amount of \$950,000. The County ultimately approved the settlement agreement and paid the \$300,000 owed.

However, the settlement agreement provides that it is a "compromise of a doubtful and disputed claim." At the Special Master hearing held on this matter, counsel for Miami-Dade County testified that this language stems from the County's position that, although the County admits to its own liability for Puello's negligence Sanchez contributed to the accident as he was speeding when the crash occurred.¹¹ Counsel for the Claimants acknowledged that, though the settlement amount does not wholly compensate the Claimants for their loss, the Claimants agreed to the amount in recognition of the County's limitations as a sovereign entity and of the amount of prior settlements and claim bills in similar tragedies.

The Loss of Sanchez

According to the testimony given at the Special Master hearing held in this matter on February 10, 2023, Sanchez leaves behind his parents and a brother, with whom he was very close. In fact, the testimony suggests that Sanchez was living with his father at the time of his death, paying rent and for some food and other bills, and that he spent most of his free time with his family or at church, which he attended regularly. Sanchez's parents and brother each testified about the enormity of their loss at the hearing, and their grief was evident.

⁹ The damages sought included damages for loss of future wages and earnings; loss of future benefits; funeral and burial expenses; medical expenses; loss of prospective net estate accumulations; loss of support and services; loss of companionship and society; mental pain and suffering; emotional distress; mental anguish; medical expenses; interest; and other associated costs to be determined.

¹⁰ The record suggests that Mr. Sanchez was, at the time of his death, divorced and without children.

¹¹ In his deposition, Puello testified that he thought Sanchez was speeding at the time of the crash, and that at least one bus passenger might have also thought so. Further, the traffic citation entered into the record suggests that Sanchez was traveling at 40 miles-per-hour in a 30 mile-per-hour zone, but nothing else presented into the record verifies this.

CONCLUSIONS OF LAW:

Pursuant to House Rule 5.6(b), stipulations entered into by the parties to a claim bill (including settlement agreements) are not binding on the Special Master or the House or any of its committees of reference. Thus, each claim is heard *de novo*, and the Special Master must make findings of fact and conclusions of law which support the claim. In the instant matter, the Claimants raise a negligence claim, the elements of which are duty, breach, causation, and damages.

Duty

The driver of a motor vehicle has a duty to take reasonable care and to follow all applicable laws to prevent harm to those within the vehicle's path.

Section 316.123(2)(a), F.S., requires every driver of a vehicle approaching a stop sign to stop at the clearly marked stop line, but if no stop line is present, to stop before entering the crosswalk on the near side of the intersection so that the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. After stopping, the driver must yield the right of way to any vehicle which has entered the intersection from another highway or which is approaching so closely on said highway as to constitute an immediate hazard during the time when the driver is moving across the intersection.¹²

Further, Miami-Dade County's metrobus operations and rules manual requires all county bus operators to come to a full stop at stop signs.¹³

Breach

The evidence presented demonstrates that Puello breached the duties described above when he failed to stop at a marked stop sign before entering the intersection and to yield the right of way to Sanchez, thereby causing a traffic fatality.

Causation

Sanchez's death was the direct and proximate result of Puello's breach of the duties described above. But for Puello's failure to stop at a marked stop sign before entering the intersection and to yield the right of way to Sanchez, the traffic crash which caused Sanchez's death on May 13, 2019, would not have occurred.

Damages

The Claimants settled the instant matter with Miami-Dade

¹² S. 316.123(2)(a), F.S.

¹³ Deposition of Joseph James, Division Superintendent of Miami-Dade County's Department of Transportation (August 26, 2021).

County for \$1.25 million, \$300,000 of which the County has already paid as part of the settlement agreement; thus, this claim bill is for \$950,000 to compensate the Claimants for their loss of financial support and extreme mental anguish and suffering due to the loss of their son. I find the settlement amount is reasonable based on the evidence presented, case law, and comparable jury awards.

Respondeat Superior

Under the common law *respondeat superior* doctrine, an employer is liable for the negligence of its employee when the:

- Individual was an employee when the negligence occurred;
- Employee was acting within the scope of his or her employment; and
- Employee's activities were of a benefit to the employer.¹⁴

For conduct to be considered within the course and scope of the employee's employment, such conduct must have:

- Been of the kind for which the employee was employed to perform;
- Occurred within the time and space limits of his employment; and
- Been due at least in part to a purpose serving the employment.¹⁵

Because Puello was at all times relevant to the instant matter employed as a bus operator by Miami-Dade County and was acting within the scope of his employment, which employment benefitted the County, the County is liable for Puello's breach under the common law *respondeat superior* doctrine.

CLAIMANT'S POSITION:

The Claimants assert that they are entitled to the remaining \$950,000 authorized by the settlement agreement.

RESPONDENT'S POSITION:

Consistent with the terms of the settlement agreement in this matter, Miami-Dade County does not contest the claim bill.

RESPONDENT'S ABILITY TO PAY:

Miami-Dade County, through counsel, indicated that it maintains an insurance trust fund out of which it will pay the claim bill should the claim bill pass, and that paying the claim bill will not impact the County's operations.

ATTORNEY'S/
LOBBYING FEES:

If the claim bill passes, attorney fees relating to the claim bill may not exceed \$190,000, while lobbying fees relating to the claim bill may not exceed \$47,500.

¹⁴ *Iglesia Cristiana La Casa Del Senor, Inc. v. L.M.*, 783 So. 2d 353 (Fla. 3d DCA 2001).

¹⁵ *Spencer v. Assurance Co. of Am.*, 39 F.3d 1146 (11th Cir. 1994).

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LEGISLATIVE HISTORY:

The claim bill is presented to the Legislature for the first time.

RECOMMENDATIONS:

Based on the foregoing, I recommend that House Bill 6011 be reported FAVORABLY.

Respectfully submitted,

CAITLIN R. MAWN,
House Special Master

cc: Representative Porras, House Sponsor
Senator Rodriguez, Senate Sponsor
Daniel Looke, Senate Special Master