

Fernandez, et al. v. Jimenez, et al.

The Appellate Court upheld the jury award of \$45 million dollars in noneconomic damages to the children of the decedent killed by a drunk driver, finding that the award did not shock the conscience because the decedent was a single and loving mother.

FACTS/PROCEDURE

Claudia Fernandez died on June 16, 2016 when intoxicated driver, Elba Jimenez, lost control of her vehicle and crashed into a taco truck where Fernandez was buying food. Jimenez killed Fernandez and one other person. Jimenez was driving the vehicle of her roommate, Maria Rodriguez. Earlier in the evening at a party, Rodriguez witnessed Jimenez consuming alcohol and Rodriguez later admitted to the police that she felt Jimenez was not ok to drive. Fernandez left behind four children, aged 22, 14, 12, and 10 at the time of her death. Her children described her as a “cool mom,” loving, and supportive. The family was once close-knit, but after her death, Fernandez’s oldest daughter dropped out of school to take care of her three younger brothers. The young boys all displayed academic and emotional distress due to the loss of their mother. The children sued on the grounds of wrongful death and negligent entrustment. Jimenez and Rodriguez appealed the award of \$45 million dollars, \$11,250,000 dollars per child, on the grounds that the award was excessive and they appeal the prejudgment interest that stemmed from their refusal of Appellees’ 998 offers to compromise.

DISCUSSION

The Court of Appeal for the Second District affirmed the jury award and post-judgment order awarding prejudgment interest. When reviewing awards in wrongful death actions the court recognized that they will interfere in the amount of damages if the verdict is so large that it shocks the conscience and suggests passion, prejudice, or corruption of the jury. In considering whether the jury award was excessive, the court analyzed the cases proffered by the Appellants to compare the jury award to other more seemingly reasonable awards. The court noted that comparing verdicts is of limited value due to the varying facts, circumstances, and procedural postures, finding that none of the offered cases dealt with the murder of a loving and single parent, whose death made orphans of her four children.

Appellants argued the introduction of Jimenez’s prior DUI conviction to impeach Rodriguez, inflamed the passions of the jury because it was properly excluded through a motion in limine. The court determined that Appellants’ did not object to the follow-up questions after the DUI was introduced and considering Jimenez had conceded liability for the death of Fernandez, the court found that the introduction of the DUI did not inflame the passions of the jury.

Appellants argued that opposing counsel improperly preconditioned the jury during voir dire in an effort to elicit inflated damages. The Appellees’ questions during voir dire inquired whether the jurors would have an issue awarding substantial damages in the “hundreds of millions” dollar range. The court found that the line of questioning was not prejudicial and it did not inflame the passions of the jury because the jury awarded much less than the Appellees’ demand of \$50 million dollars per plaintiff and the trial court’s jury instructions were proper for tort damages.

Appellants objected to the Appellees' memorandum of costs asking for over \$7 million dollars in prejudgment interest because the 998 offers were unreasonable. Jimenez contends the 998 offers were unreasonable because the Appellees knew her policy limit was \$15,000 and that she was in prison with no assets or ability to pay. The court stated a 998 offer is valid if made in good faith and its reasonableness is determined by what the offeror may receive at trial. The court determined the 998 offer of \$1 million dollars was well within the range of possible verdicts, and when the offeror receives a judgment greater than the offer, it is prima facie evidence that the offer was reasonable. The court noted a party's financial status does not circumscribe the reasonableness of an offer.