

By Senator DiCeglie

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1 A bill to be entitled

2 An act for the relief of Maximus Giannikos by the City
3 of Clearwater; providing for an appropriation to
4 compensate Maximus Giannikos for injuries sustained as
5 a result of the negligence of the City of Clearwater;
6 providing a limitation on compensation and the payment
7 of attorney fees; providing an effective date.

8
9 WHEREAS, in the early evening of May 28, 2019, then 16-
10 year-old Maximus Giannikos and his family were on vacation in
11 Clearwater, visiting from Cape Town, South Africa, when, just
12 after their arrival, Maximus Giannikos, his sister, and her
13 husband left their hotel located at 2580 Gulf to Bay Boulevard
14 to walk to the nearby Clearwater Mall to shop for groceries and
15 beach supplies, and

16 WHEREAS, their hotel was located at the northwest corner of
17 the intersection of Gulf to Bay Boulevard and U.S. Highway 19,
18 and the Clearwater Mall was on the southeast corner of the
19 intersection, and

20 WHEREAS, the intersection where Gulf to Bay Boulevard meets
21 the U.S. Highway 19 overpass is a major urban interchange, with
22 multiple lanes for through traffic, turning lanes, two service
23 roads, dedicated entrance and exit ramps, and pedestrian
24 crosswalks, and

25 WHEREAS, the electronic controlled traffic and pedestrian
26 signal system at the intersection was operated and maintained by
27 the City of Clearwater, and

28 WHEREAS, the electronic pedestrian signal system included
29 pedestrian detector push buttons, and

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WHEREAS, using the pedestrian detector push buttons, Maximus Giannikos and his family members crossed from the northwest to the northeast corner of the intersection, beneath the U.S. Highway 19 overpass, and then proceeded south from the northeast to the southeast corner of the intersection, crossing Gulf to Bay Boulevard and reaching the Clearwater Mall without incident, and

WHEREAS, approximately 2 hours later, when Maximus Giannikos and his family members attempted to return to the hotel from the southwest corner of the intersection, they pressed the pedestrian detector push button to cross north on Gulf to Bay Boulevard, but the pedestrian signal was nonresponsive and remained in the "Do Not Walk" mode, and

WHEREAS, unbeknownst to Maximus Giannikos and his family members, the pedestrian detector push buttons on the south side of Gulf to Bay Boulevard were inoperable and the pedestrian signals were nonresponsive and remained in the "Do Not Walk" mode because of wiring malfunction and negligent maintenance, and

WHEREAS, they pressed the pedestrian detector push button multiple times and waited numerous light cycles, but the pedestrian signal did not change, and

WHEREAS, there was no signage or notices instructing pedestrians as to what to do in the event of a signal malfunction, and

WHEREAS, after many tries, they returned to the southeast corner of the intersection to cross Gulf to Bay Boulevard, and

WHEREAS, the pedestrian signal to cross Gulf to Bay Boulevard from the southeast corner to the northeast corner also

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59 did not work and remained fixed in the "Do Not Walk" mode, and

60 WHEREAS, they pressed the pedestrian detector push button
61 multiple times again on the southeast corner and watched
62 multiple traffic lights change, but the pedestrian signal did
63 not switch from "Do Not Walk," and

64 WHEREAS, they looked east and west along Gulf to Bay
65 Boulevard searching for another crosswalk with active pedestrian
66 signals but saw none, and

67 WHEREAS, Maximus Giannikos and his family members were
68 newly arrived tourists and unfamiliar with the area, and

69 WHEREAS, after 30 to 45 minutes passed, they agreed that
70 they had no other choice but to cross where they were, so
71 Maximus Giannikos' brother-in-law timed the lights and, once he
72 saw all the lights were red and traffic appeared to clear, all
73 three stepped off the curb and walked into the road to cross,
74 and

75 WHEREAS, they were about halfway across the street when
76 Maximus Giannikos was struck by a sports utility vehicle
77 traveling at approximately 35 miles per hour and was
78 catastrophically injured, and

79 WHEREAS, a traffic homicide investigation was conducted by
80 the Clearwater Police Department, which determined that the
81 pedestrian crosswalk device did, in fact, malfunction and was
82 not operating at the time that Maximus Giannikos was injured,
83 and

84 WHEREAS, proof of the pedestrian signal malfunction was
85 recorded on video by the investigating officer, and

86 WHEREAS, independent witnesses who worked nearby and used
87 the crosswalks at that intersection daily testified at trial

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that the subject pedestrian signal malfunctioned at least 10 to 15 times per year and had been doing so for years, and

WHEREAS, during discovery and at trial, documents in the Signal Cabinet Access Logs generated near the date on which Maximus Giannikos was injured showed that the City of Clearwater rewired the pedestrian detector push button on the southeast corner of the intersection and replaced the pedestrian detector push button on the northwest corner 2 weeks and 4 weeks, respectively, after Maximus Giannikos was critically injured, and

WHEREAS, during the trial, the plaintiff's expert witness testified that the pedestrian detector push buttons malfunctioned because the City of Clearwater failed to perform adequate maintenance checks, specifically in March 2019, and

WHEREAS, given the complexity and magnitude of the intersection, and the high volume of traffic, the expert witness testified that the injuries suffered by Maximus Giannikos were reasonably foreseeable by the City of Clearwater given the extent of the malfunctions, and

WHEREAS, at trial, the plaintiff's attorneys proved that the City of Clearwater was on actual and constructive notice regarding the problem and was negligent in maintaining the pedestrian signal, putting pedestrians in unreasonable danger and being a legal cause of Maximus Giannikos's injuries, and

WHEREAS, Maximus Giannikos was treated by emergency medical services personnel at the scene and then rushed by ambulance to St. Petersburg Bayfront Medical Center in critical condition, and

WHEREAS, Maximus Giannikos remained hospitalized for more

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than a month at St. Petersburg Bayfront Medical Center, 11 days of which were spent in a coma, while his family lived at the Ronald McDonald House, and

WHEREAS, Maximus Giannikos suffered life-altering traumatic brain injuries, bleeds, and swelling, skull and facial fractures, multiple orthopedic fractures and injuries, including spinal fractures from C6 to T4, rib fractures, left leg fractures, compound fractures of the right arm, right shoulder fractures and dislocation, a punctured lung, and other serious traumatic injuries, and

WHEREAS, Maximus Giannikos underwent numerous surgeries, and his recovery has been slow, difficult, and painful, with many setbacks, and

WHEREAS, once Maximus Giannikos was released from the hospital, he and his family lived at the Ronald McDonald House for 6 months while he engaged in treatment and therapy until they ran out of funds to pay for his treatment, and

WHEREAS, Maximus Giannikos has incurred more than \$1.1 million in medical bills and is facing \$4.9 million in future medical care costs, and total economic damages amount to more than \$10 million, and

WHEREAS, Maximus Giannikos's current diagnosis includes permanent brain injuries, posttraumatic epilepsy, severe cognitive and behavioral impairments, disfigurement, severe radiating neck and back pain, arthritis, limited range of motion, and other orthopedic and neurological disorders, as well as severe posttraumatic psychological injuries, and

WHEREAS, the City of Clearwater had a duty of care to reasonably maintain and operate the pedestrian signals at the

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subject intersection and had failed to do so at the time Maximus Giannikos was injured, and

WHEREAS, due to the City of Clearwater's negligence, Maximus Giannikos was unreasonably left to cross the intersection unaided by operable pedestrian signals, which but for the inoperable condition of the pedestrian signals, he would not have been injured, and

WHEREAS, the City of Clearwater's negligent maintenance of the pedestrian signals at the location where Maximus Giannikos was injured was a legal cause of the collision that injured him, and

WHEREAS, Maximus Giannikos filed a lawsuit against the City of Clearwater which was tried before a Pinellas County jury in the circuit court for the Sixth Judicial Circuit beginning September 9, 2024, and on September 13, 2024, the jury found Maximus Giannikos's total damages to be \$38,496,781.68, with the City of Clearwater's negligence to be 45 percent and Maximus Giannikos' negligence to be 55 percent, comparatively, and

WHEREAS, based on the jury verdict, the trial court entered a final judgment in the amount of \$17,323,551.76 on September 20, 2024, in favor of Maximus Giannikos and against the City of Clearwater, and

WHEREAS, on January 6, 2025, following posttrial motions and oral arguments, the trial court entered an amended final judgment in the amount of \$15,687,889.50, and

WHEREAS, on January 6, 2025, the trial court entered an agreed order granting the claimant's motion to entitlement to attorney fees in the amount of \$249,460 and taxable costs in the amount of \$99,832.99, plus interest at the rate of 9.46 percent

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annually, all of which the parties negotiated and agreed to, and

WHEREAS, the City of Clearwater is insured with a Lloyd's of London policy with a limit of \$7 million for this claim, and

WHEREAS, before the trial began, Maximus Giannikos's attorneys offered to settle the case for an amount within the policy limits, but the insurance company refused to settle and made no counteroffer, thereby exposing the City of Clearwater to an excess judgment and claim of \$16,037,182.49, plus interest at the rate of 9.46 percent annually, NOW, THEREFORE,

Be It Enacted by the Legislature of the State of Florida:

Section 1. The facts stated in the preamble to this act are found and declared to be true.

Section 2. The City of Clearwater is authorized and directed to appropriate from funds not otherwise encumbered and to draw a warrant in the sum of \$16,037,182.49, plus interest at the rate of 9.46 percent annually as agreed to by the parties and to be calculated by the trial court, payable to Maximus Giannikos as compensation for injuries and damages sustained.

Section 3. The amount paid by the City of Clearwater pursuant to s. 768.28, Florida Statutes, and the amount awarded under this act are intended to provide the sole compensation for all present and future claims arising out of the factual situation described in this act which resulted in injuries and damages to Maximus Giannikos. The total amount paid for attorney fees relating to this claim may not exceed 25 percent of the total amount awarded under this act.

Section 4. This act shall take effect upon becoming a law.