



THE CITY OF KEY WEST

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December 18, 2018

Updated: March 24, 2020, October 28, 2021, February 16, 2022

To: The City Commission for the City of Key West

From: Ron Ramsingh, Chief Assistant City Attorney

RE: Case Summary of Gretna Williams v City of Key West 2016-CA-223-K

Date of Injury/Incident: 3/13/2015

Plaintiff was a passenger on a city bus that was jostled when the rear tire went over a curb while making a right turn.

Opposing Counsel: Robert Tilghman & Nathan Eden

Judge: Tim Koenig.

Mediator: Sandra Taylor & Wayne Miller

Trial Date: 11/15/2021

Accident History

Ms. Williams (Plaintiff) is a 53-year-old widowed woman from Jamaica. She has lived on and off between KW, Marathon, and Coral Springs, FL. Plaintiff is a nurse practitioner and has also cleaned vacation rental houses for extra income. Plaintiff was working at Lower Keys Medical Center (LKMC) and typically rode the city bus to get to work. On March 13, 2015, the bus she was riding on made a right turn off of 14th Street northbound, onto outbound US1 when the rear wheel ran over 2 corner curbs, causing the bus to jostle from side to side. Plaintiff was sitting in a side facing seat towards the rear and was jostled back and forth, striking her back against the side of the bus. There were several other passengers on the bus as well who were also jostled, though not as extensively as Plaintiff. Modesto Silva was our bus driver at the time. Mr. Silva has since resigned and moved to Broward County. Mr. Silva said “sorry” to the passengers right after it happened. At the time of the

injury, Plaintiff was sitting with one leg on top of the other and was looking at her phone. She did yelp slightly at the time but did not say anything about the issue until they arrived at LKMC when she scolded the driver as she was disembarking the bus. All of the forgoing was captured on the bus video surveillance system.

Plaintiff finished her shift that day and presented to LKMC the next day, where she was admitted for 4 days complaining of hip, lumbar, and cervical pain. Plaintiff was treated by Dr. Canata (ortho) and evaluated by Dr. Gomes (neuro). Both doctors opined that Plaintiff had 2 herniations that were related to the incident on the bus. We sent Plaintiff for a Compulsory Medical Examination (CME) with Dr. Hyde in Miami Beach that proved to be not as favorable to the city's defense as we had hoped.

Prior Medicals

Although Plaintiff denies any prior work comp or personal injuries, her MRIs do show degenerative changes. Plaintiff did have a prior work comp injury to an unrelated body part.

Assessment

We suspect that most if not all of Plaintiff's complaints are degenerative from a career as a nurse and cleaning houses, and not this incident. I have deposed the Plaintiff, her boyfriend, and 2 of her sisters that she lived with at the time of the injury. Not surprisingly, all of their stories align. The main issue is that our CME medical opinion cannot state with any degree of medical certainty that her issues are degenerative or pre-existing. Contrast that with Drs. Catana and Gomez indicating her injuries are related and acute, the jury would have little to sway them to our favor from an expert opinion perspective.

We attended 2 mediations on February 6, 2018, and November 11, 2021. Both resulted in an impasse. Plaintiff's medicals so far total \$65k. Given those expenses, tempered by a typical 3.5 multiplier for pain and suffering, we could be exposed to a verdict of \$227,500.00, before any possible comparative negligence could be assigned by the jury. Absent a strong CME opinion assigning her herniations as pre-existing, the city would be hard pressed to prove that the damages are pre-existing. We cannot in good faith claim that an incident did not occur, we can only claim that her damages are not related.

After extensive post-mediation negotiations, we were able to reach a settlement of \$90,000.00 contingent upon approval by the City Commission, with the City stipulating to vacate the Order to reimburse the \$1,800.00.

Options:

1. To execute the proposed Settlement Agreement, thereby limiting our liability to a known quantity of \$90,000.00, thereby keeping this overall experience to as close to our SIR of \$100,000.00 as possible. All expenses to date, including 5 depositions, extensive motion practice, and 2 mediations have been handled in-house at a considerable savings to the city.
2. To decline to enter into the proposed Settlement Agreement. This case will be reset for trial where the city will be exposed to a verdict up to \$200,000.00

Recommendation:

To accept the terms of the proposed Settlement Agreement and authorize the City Manager to execute the Agreement with the advice and consent of the City Attorney.

Due to health information privacy laws, a more detailed summary has been sent to the City Commission.