

**IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT,
IN AND FOR MONROE COUNTY, FLORIDA**

SUSAN MATASCI, KORY KELLOGG and
SUSAN MATASCI and KORY KELLOGG, as
Parents and Natural Guardians of W.K., a minor,

Plaintiffs,

vs.

Case No.: 2023-CA-772-K
Judge: Timothy Koenig

CITY OF KEY WEST,

Defendant.

_____ /

SETTLEMENT AGREEMENT

WHEREAS, Susan Matasci, Kory Kellogg, and Susan Matasci and Kory Kellogg, as Parents and Natural Guardians of W.K., a minor, allege in a Complaint for negligence and property damage filed in Monroe County, Florida that on March 17, 2022, Mrs. Matasci, Mr. Kellogg and W.K. were stopped in a vehicle that was struck by a Key West Police Department vehicle on North Roosevelt Boulevard, thereby causing certain personal injuries to Plaintiffs and property damage to their personal vehicle in Key West, Florida; and,

WHEREAS, as a result of said collision, Mrs. Matasci experienced injuries to her spine resulting in continuous medical procedures, and,

WHEREAS, as a result of said collision, Mr. Kellogg and W.K. experienced lesser injuries.

WHEREAS, the parties agree to resolve the above captioned personal injury and property damage case without further litigation, without either party admitting any fault or liability regarding the alleged personal injury,

NOW, THEREFORE, for good and valuable consideration acknowledged herein, the parties enter into this settlement agreement as described in detail below:

1. The City, through Relation Insurance Services shall pay \$75,000.00, as a global settlement, to Plaintiffs to resolve their personal injury and property damage claims.

2. This settlement agreement is contingent upon the approval by the City Commission for the City of Key West, at the commission meeting on May 6, 2025.
3. The settlement proceeds shall be apportioned as follows:
 - a. \$70,000.00 to Plaintiff Susan Matasci for her personal injury claim.
 - b. \$5,000.00 to Plaintiff Kory Kellogg for his personal injury claim and property damage claim.
 - c. Since there are no outstanding medicals for W.K., a minor, there will be no apportionment of the settlement proceeds for W.K.
4. The check shall be made payable to the trust account of Clark, Fountain, Littky-Rubin & Whitman f/b/o Susan Matasci and Kory Kellogg.
5. A Release of All Claims signed by Plaintiffs Susan Matasci and Kory Kellogg, individual and on behalf of minor, W.K. to the benefit of the City of Key West, and Relation Insurance, Inc., shall be incorporated and made part of this Settlement Agreement forthwith.
6. Plaintiffs further agree not to pursue or initiate any additional claims, actions, or proceedings against any officer, employee, or agent of the City in connection with the events giving rise to this dispute.
7. Plaintiffs agree to execute a Dismissal with Prejudice of the above styled cause of action within five (5) business days of receiving payment from the City of Key West, or its insurance company.
8. The parties agree that the amounts in Paragraphs 3 represent good and valuable consideration for this Settlement Agreement.
9. Each party shall bear their own attorney's fees and costs.
10. Plaintiff understands that as a settlement with a public agency subject to the Florida Open Meetings Law and Public Records Law certain health information regarding this claim may be made available to the City Commission at its meeting and Plaintiff hereby expressly consents to same.

_____ date _____
Susan Matasci, Plaintiff
Individually and as Parent of W.K, a minor

_____ date _____
Brian L. Barroso
City Manager

_____ date _____
Kory Kellogg, Plaintiff
Individually and as Parent of W.K, a minor

_____ date _____
Kendal L. Harden
Chief Assistant City Attorney

_____ date _____
Mark W. Clark
Attorney for Plaintiffs