



Executive Summary

Date: May 6, 2025

To: Mayor and Commissioners

From: Kendal L. Harden
Chief Assistant City Attorney

Subject: Settlement for Susan Matasci, Kory Kellogg and Susan Matasci and Kory Kellogg, as Parents and Natural Guardians of W.K., a minor v. City of Key West; Case No. 2023-CA-772-K

Background

Plaintiff, Susan Matasci is a 40-year old stay at home mother of two young children. Plaintiff, Kory Kellogg is a 52-year old sales representative and father of two. W.K., a minor, is 3-years old. On March 17, 2022, Plaintiffs, Susan Matasci, Kory Kellogg, and W.K. were visiting from Texas, when off-duty Key West Police Department Sergeant, Nicholas Revoredo, in his assigned city owned vehicle, collided with the rear of Plaintiffs' vehicle on North Roosevelt Boulevard. Plaintiffs, Susan Matasci and W.K., were transported from the scene to Lower Keys Medical Center ("LKMC"). All three Plaintiff's were treated for injuries at LKMC. Plaintiff, Susan Matasci received much more intensive treatment at Texas Spine Consultants for pain associated with herniated disks.

Medicals

Plaintiff, Susan Matasci has incurred \$78,432.48 in medical expenses to date. Her treatment has been conservative since the accident, with a major gap in treatment, due to a recent pregnancy. However, it has been recommended, as of February 2025, that Mrs. Matasci undergo a spinal fusion, which will drastically increase her total amount of medical expenses. Currently, Mrs. Matasci has an ERISA lien in the amount of \$18,874.42.

Plaintiff, Kory Kellogg sustained minor injuries and has an ERISA lien in the amount of \$1,022.08.

Plaintiff, W.K., a minor, was in a car seat at the time of the accident. The minor sustained minor injuries. There is no outstanding medical lien for the minor.

Out-of-pocket medical expenses are approximately \$350.00.

Property Damage

The Accident resulted in substantial property damage to the Plaintiffs vehicle. Due to the accident occurring during spring break and St. Patrick's Day, Plaintiffs were unable to rent a vehicle locally and had to rent a box truck to get to the mainland of Florida. Plaintiffs had to rent a car to return to Texas and pay to have their car transported from Key West to Texas after the repairs were made to the vehicle at Coopers Auto Body. It took approximately sixty-eight (68) days for the vehicle to be repaired and returned to Texas. The total out of pocket expenses for the property damage to the vehicle is \$9,423.71.

Issues

There is a dispute as to whether Sgt. Revoredo was in the scope of his employment at the time of the accident. Under Florida Statute §768.28, the City can only be held liable for the actions of its employees when those actions occur within the course and scope of their employment. Since Sgt. Revoredo was off-duty and commuting home at the time of the accident, we contend that he was not acting within the scope of his employment, and therefore, the City of Key West should be protected from liability under sovereign immunity.

We filed a Motion for Summary Judgment based on sovereign immunity and a hearing was held on March 19, 2025, in front of the Honorable Judge Koenig. Our Motion was denied based on conflicting evidence of whether Sgt. Revoredo was in the scope of his employment for the City at the time of the accident. A Motion for Rehearing was filed on April 7, 2025.

Liability Analysis

Outside of the scope of employment issue, I do not see a significant case for comparative negligence as Plaintiffs' were stopped in backed up traffic from the light at the triangle when they were rear ended by Sgt. Revoredo. The dash cam in Sgt. Revoredo's vehicle clearly shows the circumstances of the accident. Both Susan Matasci and Kory Kellogg have also filed Loss of Consortium claims. Since this accident involved multiple Plaintiffs', the statutory cap in this case is \$300,000.00.

Settlement Proposal

Parties mediated this matter on April 10, 2025, and although parties were not able to come to a successful resolution, discussions between counsel took place in the days after to resolve the matter. The parties have agreed to a global settlement of \$75,000.00 contingent upon approval of the City Commission. If this matter was to proceed to trial and given the nature of the accident, the City could be found liable by a jury and could be awarded a jury verdict of the statutory cap of \$300,000.00.

Recommendation

I recommend that the City Commission approve the global settlement agreement in the amount of \$75,000.00.

**A more detailed analysis has been sent to the City Commission
pursuant to F.S.119.071(1)(d)**