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Office of the City Clerk
City of National City

**CLAIM FOR DAMAGES
TO PERSON OR PROPERTY**

To: THE CITY CLERK OF THE CITY OF NATIONAL CITY

Name of Claimant: Personal

Address of Claimant: Personal Information National City, CA 91950

Phone of Claimant: Personal Information

Address to which Notices or Communications regarding this claim should be sent to:

Brian C. Gonzalez
Law Offices of Brian C. Gonzalez
2445 Fifth Avenue, Suite 330
San Diego, California 92101
Phone: 800-884-1072
Email: bgonzlaw@gmail.com

General Description of Incident and City's Acts and Omissions:

Claimant has lived on Personal Information for decades and prior to the installation of the metal grate across the storm drain located directly behind his home, there had never been an issue with flooding. During the Winter of 2022/2023, the years of debris that had built up along the storm drain channels due to the lack of maintenance and clearing by the City of National City caused the newly installed grate to become clogged and the Claimant's property was flooded. The City was made aware of this problem, City officials came to the area and confirmed notice of the problem and assured the Claimant and other adjacent property owners that the problem that caused the flooding would be fixed. But nothing was done. Nothing.

So when the rain storms came again this Winter, culminating with the rain on January 22, 2024, the same thing happened: The uncleared and unmaintained debris flowed down the channel and clogged the grate, causing the water to back up and eventually flood the Claimants property, only this time, the flooding was devastating. The flood waters poured into Claimants home and garage and destroyed all of the contents. The flood waters completely destroyed the fencing around Claimant's property and destroyed everything inside of Claimant's home (personal items, flooring, walls, appliances, photographs, family memories, everything).

This was not a flooding that occurred due to a "once in a thousand year" rain. This flooding was completely avoidable and preventable if the City had simply fixed the problem that they had been directly placed on notice of and acknowledged a year earlier. Instead, the City did nothing and the Claimant's home, property and lifetime of

memories have been destroyed. The City acted negligently by installing the grate, failing to maintain and clear the water channel and the Paradise Creek Water Quality and Community Enhancement Project basin, and allowing the water to trespass onto the Claimant's property creating a nuisance and causing devastating loss and damages (both economic and non-economic).

Date, Time and Place of Incident:

On January 22, 2024, starting at approximately 10:00 am, Claimant's home and property located at [Personal Information] National City, CA 91950 was severely damaged or completely destroyed by flooding.

The name(s) of the City Employee who was responsible for the incident:

It is presently unknown what City employees are charged with the duty and responsibility of clearing and maintaining the National City storm drains and channels in this area, as well as the basin for the Paradise Creek Water Quality and Community Enhancement Project. Claimant does know that the City was aware of this problem due to complaints and claims made to the City in January 2023. It is claimant's understanding that Dick Miller, Inc. was contracted by the City to install the grate and that Wright Construction was contracted by the City to create the basin for the Paradise Creek Water Quality and Community Enhancement Project.

The amount of the claim:

Physical Injuries

As the flood waters rushed across Claimant's property and he was forced to flee for his life, he was physically injured when he was carried away by the flood waters and thrown into a wall. Claimant had to be rescued from this life-threatening situation by his son. Claimant was further injured when he suffered a fall while trying to clean up the damage to his property. Claimant sought care and treatment at Kaiser for his injuries. Claimant's medical records are in the process of being obtained and will be provided to the Risk Manager upon receipt. Claimant has ongoing pain and discomfort from the injuries he sustained. Claimant has incurred and may in the future incur medical expenses for the care and treatment of his physical injuries. The bills for Claimant's treatment are in the process of being obtained and will be provided to the Risk Manager upon receipt. Additionally, Claimant's dog, Annie, suffered severe physical injuries during the flooding and required veterinary treatment, for which Claimant incurred the costs of her treatment. The bills for the veterinary treatment totaled \$531.00.

Property Damage

Prior to the January 22, 2024 flooding, Claimant's home could have been sold

for approximately \$750,000. It is now destroyed and it will cost at least \$250,000 to repair. The land on Claimant's property has eroded and is unstable and needs to be replaced and stabilized, including, but not limited to the area surrounding and including the Claimant's backyard below ground pool. Even if the home and property are restored to its pre-incident condition, the Claimant is now obligated to disclose this severe damage and history of flooding to any potential buyer, which will decrease the value of the home by at least \$100,000. In addition to the damage to the structures on the property, the Claimant lost virtually all of his personal items, furniture, appliances, photos and lifelong memories located inside the home, garage and surrounding property. The Claimant is in the process of itemizing all of his personal items lost or destroyed so the exact amount is unknown but is anticipated to be in excess of \$100,000.

Claimant has also been forced to incur the cost of additional living expenses, clothing, food and other costs as he tries to start putting his life back together. It is anticipated that it will take up to two years, and possibly longer for the Claimant to replace all of his lost personal items and to repair her property, structures, pool and fencing. The Claimant may be covered for some of the losses through home/flood insurance, however, to the extent that there is any coverage for the losses he has sustained, he will not be fully reimbursed and his insurance carrier would have the right to seek a lien for reimbursement out of any recovery he would have under this claim and any other actions she brings. Thus, even if he receives some insurance benefits, he may have to repay them and he may be forced to obtain a loan in order to replace and repair the full amount of everything that he has lost. Assuming that he can even obtain a sufficient loan, he will incur the interest and fees associated with such a loan. The estimated cost for these additional living expenses, clothing, food, loan interest and fees and other costs is likely to exceed \$100,000.

Claimant also lost or had significant damage done to the following additional items: 2012 Dodge Ram Truck, 2004 Honda Accord, 2009 Yamaha boat and trailer.

General Damages:

Claimant sustained physical injuries and has and will continue to experience pain and suffering from those physical injuries. The damage to Claimant's home, property and personal items has been devastating, but the emotional loss is far more significant. Claimant lost everything, and the City could have easily prevented this from happening. As a result of the City's negligence, trespass and nuisance, Claimant is entitled to "non-economic damages" for the annoyance and discomfort of being displaced from his home since January 22, 2024 and for however long it takes to have his home, property and personal items replaced. Claimant will be forced to spend countless hours itemizing and replacing his lost items. Claimant has suffered emotional distress and mental anguish caused by the damage to Claimant's peaceful enjoyment of his property

and home. Included among the irreplaceable personal items that were destroyed, Claimant lost his Mother-in law's Family heirloom Organ, all of his family photos (including mostly photos of his parents and in-laws, whom are all no longer with us). Among the numerous collectible items that were destroyed, Claimant lost a Padres signed bat from the entire 1984 World Series team, which is priceless and was Claimant's prize possession.

Total Damages:

Thus, the amount of this claim, which includes damage to Claimant's property, to the structures on his property, destruction of all of the Claimant's personal items and general damages (also known as "non-economic damages") would rest within the unlimited jurisdiction of the California Superior Court, as it is clearly well in excess of the \$35,000 minimum limits.

Insurance Payments:

Claimant has received \$14,697 for damage to the 2012 Dodge Ram and \$2756.14 for damage to the boat. However, Claimant's insurance carrier has the right to seek reimbursement from the Claimant's recovery in this Claim.

Witnesses:

All of the residents of the five homes located in this section of [Personal Information] National City are witnesses to the incident and to Claimant's losses and damages. Those individuals are [Personal Information] [Personal Information] (each of whom is filing a Claim for Damages as well). Also [Personal Information], National City, CA 91950.

Dated: February 29, 2024

LAW OFFICES OF BRIAN C. GONZALEZ

[Personal Signature]

By: Brian C. Gonzalez
Attorneys for Claimant Roy Gogue

Redaction Log

Reason	Page (# of occurrences)	Description
Personal Information	1 (4) 2 (1) 4 (4)	Under Government Code section 6255(a), personal contact information is exempt under protection of the California Public Records Act, and has been withheld on some documents responding to your request. Personal information being withheld is in the interest of the applicantowner and their right to privacy which outweighs the public interest of disclosure.
Personal Signature	4 (1)	Personal Signature - Redacted for cyber protection