

#CS-5  
KRIS G. 3/10/2020  
1/10/2020

**GIRARDI | KEESE**

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Attorneys for CLAIMANT JOSE LUIS GUERRERO

**CLAIM FOR DAMAGES**

JOSE LUIS GUERRERO

Claimant,

v.

CITY OF SAN DIEGO

Respondent.

**NOTICE OF CLAIM FOR DAMAGES  
TO A GOVERNMENTAL/ PUBLIC  
ENTITY PURSUANT TO  
GOVERNMENT CODE § 910;  
APPLICATION FOR LEAVE TO FILE  
LATE CLAIM PURSUANT TO  
GOVERNMENT CODE § 911.4, et. seq.**

**TO: CITY OF SAN DIEGO**

PLEASE TAKE NOTICE that CLAIMANT JOSE LUIS GUERRERO hereby  
makes a personal injury claim, and real property damage claim, and personal property  
damage claim, herein against the CITY OF SAN DIEGO (hereinafter referred to as

"RESPONDENT") pursuant to §910 of the Government Code, Applies for Leave to Present Late Claim Pursuant to Government Code §911.4, et. seq., and further makes the following statements in support of said claims:

1. **ALL NOTICES OR OTHER COMMUNICATIONS/NOTICES CONCERNING THIS CLAIM SHOULD BE SENT TO:**

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2. **DATE AND TIME OF INCIDENT:** Unlawful repeated exposure to asbestos contamination from on or about September 1, 2018 to on or about November 22, 2019; Wrongful Termination Of Employment and Retaliation Against Public Policy from on or about November 22, 2019; Conversion of Personal Property from on or about November 22, 2019, and continuing; Living Wage Salary and Benefits Denial from on or about January, 2017; .

3. **PLACE OF INCIDENT AND CLAIMANT IDENTIFICATION:**

Location: The Sempra Building, 101 Ash St., San Diego, CA  
Claimant: JOSE LUIS GUERRERO, DOE SSN  
6383 Rustic Dr., San Diego, CA 92139.

1 **4. THE CIRCUMSTANCES GIVING RISE TO THIS ACTION ARE AS FOLLOWS:**

2 **A. Claim One: Dangerous Condition of Public Property**

3 The incident that serves as the basis of this claim concerns repeated exposure to asbestos  
4 fiber in and around the building leased, owned, operated, controlled and occupied by the City of  
5 San Diego located at 101 Ash St., San Diego, CA, referred to herein as "The Sempra Building."  
6 CLAIMANT was employed by CBRE as a Senior Engineer and was assigned to The Sempra  
7 Building where he worked under the supervision of RESPONDENT. The precise dates of  
8 exposure are unknown to CLAIMANT due to actions taken by RESPONDENT to secrete, hide,  
9 obscure, and/or misrepresent the existence and extent of asbestos contamination present so as to  
10 deceive and/or prevent discovery of the contamination by inspectors, regulators, employees, the  
11 public and workers, including CLAIMANT.

12 All actions of government employees of RESPONDENT as alleged herein were within the  
13 scope of their employment and/or were undertaken for the purpose of performing a lawful and  
14 approved government purpose, namely to finalize the remodeling and reconstruction of The  
15 Sempra Building according to plans, specifications, budgets and other regulations applicable for  
16 occupancy of this space by RESPONDENT, and/or were undertaken with the knowledge and  
17 approval of RESPONDENT, and/or were subsequently ratified by RESPONDENT, for which  
18 RESPONDENT is vicariously liable.

19 All actions of independent contractors as alleged herein were within the scope of their  
20 contract with RESPONDENT for the remodeling and reconstruction of The Sempra Building  
21 according to plans, specifications, budgets and other regulations applicable for occupancy of this  
22 space by RESPONDENT, and/or were undertaken with the knowledge and approval of  
23 RESPONDENT, and/or were subsequently ratified by RESPONDENT, for which  
24 RESPONDENT is vicariously liable.

25 CLAIMANT worked at The Sempra Building daily from September 1, 2018, to November  
26 22, 2019, with the permission and knowledge of RESPONDENT under RESPONDENT's daily  
27 supervision.  
28

1 The Sempra Building contains asbestos throughout its structures which was being  
2 disturbed and disseminated in the air and throughout the work areas of the building as  
3 uncontained dust and debris. The existence of uncontained asbestos contamination of the type,  
4 quantity and duration likely to cause harm to unprotected workers therein constitutes a dangerous  
5 condition.

6 RESPONDENT created the dangerous condition by its actions in causing construction to  
7 disturb asbestos, in preventing proper abatement from occurring, in directing disposal of asbestos  
8 as non-hazardous waste, in failing to warn to workers, in failing to ensure proper worker  
9 protection to be in place, in misrepresenting the existence of contamination to contractors,  
10 workers, regulators and others responsible for worker and/or public safety, discovery is  
11 continuing.

12 RESPONDENT was independently aware of the existence of the dangerous condition  
13 which was obvious and observed during its regular inspection and/or testing of the construction  
14 site, and was also advised of the dangerous condition by third party contractors, independent  
15 testing labs, and government regulators who repeatedly warned RESPONDENT of the  
16 contamination and/or who assessed fines against RESPONDENT for repetitive violations of  
17 environmental and workplace safety laws.

18 RESPONDENT is also aware of the health hazard uncontained asbestos created for  
19 unprotected workers, including CLAIMANT, was aware that workers, including CLAIMANT,  
20 had not been provided complete or accurate information about the extent of contamination  
21 known to RESPONDENT, and that workers, including CLAIMANT, were working unprotected  
22 in areas known to be contaminated. In fact on many occasions RESPONDENT directed work to  
23 be done by unprotected workers in areas known by RESPONDENT to be contaminated. Such  
24 actions were foreseeable to expose workers, including CLAIMANT, to dangerous and life  
25 threatening levels of asbestos fiber which exposure was probable to cause injury.  
26

1 As a proximate result of the dangerous condition of public property, CLAIMANT was  
2 exposed to dangerous levels of asbestos contamination causing him physical harm, disease and  
3 severe emotional distress in an amount according to proof believed to exceed \$10,000,000.00.  
4

5 **B. Claim Two: Negligent Asbestos Contamination and Exposure of Workers**

6 CLAIMANT incorporates all previous allegations as though stated here in full.

7 RESPONDENT designed, managed, planned, controlled, supervised, conducted and  
8 regulated the remodeling project at The Semptra Building, including without limitation the  
9 assessment, containment and abatement of asbestos disturbed during construction.

10 Instead of first properly remediating asbestos in the building, RESPONDENT designed  
11 the project to utilize spot remediation of asbestos as it may be encountered during remodeling.  
12 The remodeling became much more extensive than planned which thus disturbed more asbestos,  
13 frequently contaminating and re-contaminating work areas. RESPONDENT was under  
14 extraordinary public scrutiny and pressure due to severe cost over-runs and occupancy delays.  
15 Much of the cost and delays were due to extensive asbestos contamination and repeated  
16 suspensions of work for abatement, caused by negligent project planning, supervision and  
17 mismanagement. To limit cost over-runs and delays, RESPONDENT disregarded lawful  
18 practices for asbestos containment and worker protection, directed contamination testing  
19 protocols to avoid documenting the extent of contamination, and hid the existence of  
20 contamination from workers and regulators so lower paid unprotected laborers would continue  
21 working at the site without the additional cost and delay of licensed asbestos abatement workers  
22 first clearing asbestos and creating a safe workplace. Areas of the project were repeatedly abated  
23 and re-contaminated due to the lack of project planning and mismanagement which just  
24 exacerbated the public outcry. The longer the project dragged on, the higher the cost over-runs  
25 piled up, and the more public scrutiny there was of the RESPONDENT's project management  
26 and design. The louder the criticism, the more RESPONDENT deviated from abatement and  
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1 containment lawful practices, hid the extent of contamination from workers and regulators, and  
2 knowingly exposed unprotected workers in disregard for their welfare and safety.

3 In August of 2019, the storm of controversy, cost overruns, and contamination culminated  
4 in the project being shut down by the Air Pollution Control District ("APCD") inspectors due to  
5 extensive contamination of the workplace and violations of environmental regulations applicable  
6 to RESPONDENT. The closure of the project for thirty days alerted the press to the asbestos  
7 problem, which RESPONDENT had otherwise concealed. RESPONDENT responded to the  
8 APCD closure by terminating the third party contractor responsible for independent asbestos  
9 testing so RESPONDENT could directly control what, when, where and how asbestos testing  
10 was being done and limit both the discovery of contamination and the dissemination of  
11 information about adverse test results to hide the contamination, keep regulators and workers  
12 from discovering the exposure risks, and keep the project moving forward without having to  
13 report more cost over-runs and delays necessary to comply with requirements to ensure worker  
14 and public safety.

15 Instead of responding to the APCD fine and project shut down by improving worker  
16 safety, RESPONDENT became even more brazen about violating hazardous materials  
17 requirements, misrepresenting the existence of contamination and exposing unprotected workers.  
18 Press demands for public accountability were avoided by RESPONDENT  
19 denying/misrepresenting the extent and nature of asbestos contamination which  
20 misrepresentations were disseminated to the public, to regulators, and communicated specifically  
21 to project workers, including CLAIMANT, so they/he would continue to work unprotected in  
22 asbestos contaminated work areas.

23 RESPONDENT has a legal duty to provide a safe workplace to workers, including  
24 CLAIMANT, to take reasonable and necessary steps to ensure the containment and abatement of  
25 asbestos fiber and to provide accurate and complete information regarding the existence of  
26 contamination to workers, including CLAIMANT, regulators and the public who may be injured  
27 if they were to come in contact with the asbestos material. RESPONDENT is under a further  
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1 legal duty to provide complete and truthful information to regulators including OSHA and APCD  
2 regarding the existence of asbestos contamination at its construction site. RESPONDENT is  
3 under a further legal duty to prohibit retaliation against any worker, including CLAIMANT, who  
4 raises lawful environmental concerns, work safety concerns, potential safety violations,  
5 environmental violations, unsafe workplace practices or lawfully reports the risk of unlawful  
6 asbestos exposure.

7 As a direct and proximate result of said asbestos exposure while working at The Sempra  
8 Building, CLAIMANT has sustained physical injuries and emotional distress damages according  
9 to proof in an amount believed to exceed \$10,000,000.00 as well as property damage in the form  
10 of asbestos contamination of his residence and vehicle in an amount believed to exceed  
11 \$1,000,000.

12  
13 **C. Claim Three: Interference with Employment Contract; Constructive**  
14 **Termination; Whistleblower Retaliation in Violation of Public Policy**

15 CLAIMANT incorporates all previous allegations as though stated here in full.

16 CLAIMANT is employed by CBRE as a Senior Engineer in good standing assigned to  
17 The Sempra Building as the senior ranking engineer on site. CBRE is under contract to the  
18 RESPONDENT to provide onsite building management at The Sempra Building.  
19 RESPONDENT worked under the daily supervision, direction and discretion of RESPONDENT.  
20

21 As a further claim against RESPONDENT, CLAIMANT alleges that on or about August,  
22 2019, he reported the existence of extensive asbestos contamination and exposure to himself and  
23 other workers there to the San Diego Air Pollution Control District ("APCD"), which as a direct  
24 result of CLAIMANT's report conducted its own independent investigation and testing. APCD  
25 thereafter repeatedly found the existence of asbestos contamination exposing workers at The  
26 Sempra Building, repeatedly ordered the evacuation of the entire building or portions thereof due  
27 to asbestos contamination of the worksite, and repeatedly assessed fines against the City of San  
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1 Diego for its malfeasance in managing the construction and causing unlawful asbestos exposure  
2 to workers and/or the public.

3 CLAIMANT further alleges that in or about September, 2019, he reported the existence of  
4 asbestos contamination and the exposure of himself and other workers to Cal-OSHA which  
5 CLAIMANT believes notified RESPONDENT on or before November 22, 2019, that it has  
6 opened an investigation of The Sempra Building project.

7 CLAIMANT further alleges that he reported the evidence he had of asbestos  
8 contamination to Corporate Compliance Executives and the General Counsel's Office at CBRE,  
9 on or about November 22, 2019. CBRE immediately identified CLAIMANT as a "Whistle  
10 Blower" under the terms of its internal Corporate Compliance Program and notified  
11 RESPONDENT on or about November 22, 2019, that it would not be placing its workers at  
12 further risk of asbestos exposure pending an internal investigation in response to CLAIMANT's  
13 report at which time RESPONDENT demanded that CBRE terminate CLAIMANT's  
14 employment at The Sempra Building and otherwise retaliate against him without cause solely as  
15 a result of CLAIMANT's lawful reporting of asbestos contamination and exposure of workers,  
16 the accuracy of which was validated by APCD's own independent testing and assessment of  
17 fines. RESPONDENT further took action to publicly shame CLAIMANT by notoriously  
18 revoking his privileges to enter The Sempra Building where he was prominently employed as the  
19 highest ranking on site engineer, which served as an example of retaliation so as to intimidate  
20 other workers who knew of CLAIMANT's efforts to protect them in order to cause them not to  
21 report the truth about what was happening to the workers there. As a direct result of  
22 RESPONDENT's actions to terminate CLAIMANT's employment as chief engineer at The  
23 Sempra Building in retaliation for his reporting of these dangerous conditions, RESPONDENT  
24 has been put on administrative leave by RESPONDENT's contractor, and has suffered adverse  
25 employment repercussions.  
26

27 RESPONDENT further prohibited CLAIMANT from returning to his office at The  
28 Sempra Building to retrieve his personal property and personal medical records, financial records

1 and other private matters for no lawful purpose other than to punish and retaliate against him for  
2 reporting the unsafe conditions that were present and the imminent danger to the health and  
3 welfare of the unknowing laborers who were forced to work there. Said taking of his personal  
4 property amounts to conversion.

5 As a direct and proximate result of RESPONDENT's interference in CLAIMANT's  
6 employment contract with CBRE, CLAIMANT has sustained loss of employment status and lost  
7 earnings in an amount according to proof believed to exceed \$1,000,000.00.

8  
9 **D. Claim Four: Conversion**

10 CLAIMANT incorporates all previous allegations as though stated here in full.

11 RESPONDENT prohibited CLAIMANT from returning to his office at The Sempra  
12 Building to retrieve his personal property and personal medical records, financial records and  
13 other private matters for no lawful purpose other than to punish and retaliate against him for  
14 reporting the unsafe conditions that were present and the imminent danger to the health and  
15 welfare of the unknowing laborers who were forced to work there. Said taking of his personal  
16 property amounts to conversion.

17 A detailed itemization of personal property taken by RESPONDENT was previously  
18 provided to CLAIMANT's employer for transmission to RESPONDENT.

19 As a direct and proximate result of RESPONDENT's conversion of personal property,  
20 CLAIMANT has sustained losses believed to exceed \$100,000.00.

21  
22 **E. Claim Five: Assault and Battery**

23 CLAIMANT incorporates all previous allegations as though stated here in full.

24 Asbestos is a dangerous substance known to RESPONDENT to cause long term injury to  
25 exposed workers, including serious lung disease and/or death.

26 RESPONDENT was aware that unlawful levels of asbestos contamination were present at  
27 The Sempra Building in the areas where unprotected workers such as CLAIMANT were  
28

1 assigned to work and that asbestos fibers were on the ground and in the air such that working  
2 unprotected in the area would cause fiber to be ingested and/or breathed into the bodies of  
3 workers, including CLAIMANTS' where the fibers would be permanently affixed causing harm  
4 and distress if not death.

5 RESPONDENT was also aware that the known presence of asbestos contamination was  
6 not being disclosed to the workers, including CLAIMANT, so as to cause them/him to be willing  
7 to continue to work unprotected in contaminated areas, saving RESPONDENT cost overruns and  
8 delays to be incurred should RESPONDENT first bring in licensed and protected workers to  
9 lawfully abate these conditions to make the work areas safe for unprotected workers, including  
10 CLAIMANT.

11 RESPONDENT was also aware that when CLAIMANT asked about the possibility of  
12 asbestos contamination in areas where workers, including himself, were being assigned,  
13 RESPONDENT was knowingly misrepresenting the existence, extent and character of asbestos  
14 contamination so as to mislead all workers, including CLAIMANT, thereby implanting asbestos  
15 fiber in them/him without their/his knowledge or consent.

16 RESPONDENT was also aware that once information about the existence of asbestos  
17 contamination conditions became known to APCD, RESPONDENT caused the termination of  
18 independent testing contractors at the project so RESPONDENT was then able to solely control  
19 sampling locations and timing enabling RESPONDENT to avoid documenting the existence of  
20 asbestos contamination and to control dissemination of sample testing results so as to prevent  
21 workers, including CLAIMANT, from knowing of the probability they would be contaminated  
22 with asbestos fiber. In combination, the elimination of oversight and sole control of testing data  
23 enabled RESPONDENT greater capability to hide the existence and extent of contamination  
24 from unprotected workers assigned to contaminated areas, including CLAIMANT.  
25 RESPONDENT thus was using its control of sampling protocols to intentionally avoid reporting  
26 the extent of asbestos contamination which it could in turn utilize to mislead regulators and  
27 continue to expose unknowing workers, including CLAIMANT.  
28

1       RESPONDENT thus knowingly caused the implantation of asbestos fiber from the project  
2 into the bodies of workers, including CLAIMANT, without their knowledge or consent, and  
3 further caused them/him to unknowingly transport that fiber contamination upon their bodies,  
4 work clothing and shoes into their autos and homes thereby exposing and implanting that fiber in  
5 their loved ones, including children, in conscious disregard for their safety and welfare.

6       Said implanting of asbestos fiber into the body of CLAIMANT has caused and will cause  
7 bodily injury and harm, including severe emotional distress in an amount according to proof in  
8 an amount believed to exceed \$10,000,000.00. Further the contamination of the residence and  
9 auto of CLAIMANT has caused additional damage to personal and real property for assessment  
10 and abatement of asbestos in an amount according to proof.

11  
12       **F. Claim Six: Denial of Living Wage Salary and/or Benefits; Retaliation Against**  
13       **Public Policy**

14       CLAIMANT incorporates all previous allegations as though stated here in full.

15       CLAIMANT was entitled to living wage ordinance ("LWO") adjustments and  
16 compensation which were not paid by RESPONDENT in an amount believed to exceed  
17 \$100,000.00 plus interest, penalties and attorneys fees in an amount according to proof.

18       After notifying RESPONDENT of said LWO claims, RESPONDENT caused retaliation  
19 against CLAIMANT as alleged herein causing lost future lost earnings, benefits and conversion  
20 of personal property as well as severe emotional distress according to proof in an amount in  
21 excess of \$1,000,000.00.

22  
23       **5. GENERAL DESCRIPTION OF DAMAGES:**

24       CLAIMANT'S damages include but are not limited to the following: personal injuries,  
25 damage to real property, damage to personal property in an amount according to proof at the time  
26 of trial. Additionally, CLAIMANT seeks compensation for past and future medical costs, lost  
27 earnings, lost earning capacity, past and future pain and suffering and emotional distress, damage  
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1 to personal property, and damage to real property. These economic and non-economic damages  
2 are in an amount according to proof at time of trial.

3 Further, CLAIMANT hereby requests and/or reserves the right to request compensation  
4 for the following: (a) Emotional distress damages; (b) Pain and suffering; (c) Medical and health  
5 care related expenses, past, present and future; (d) Reasonable cost of rehabilitation, if any; (e)  
6 loss of earnings; (f) emotional distress; (g) unpaid/underpaid wages and/or benefits; (h) Attorney  
7 fees necessitated by the wrongful conduct of the entities and individuals against whom claim is  
8 made; (i) Cost of suit, including, but not limited to reasonable costs for consultants (e.g.,  
9 engineers, accountants, contractors, appraisers, etc.); (j) Interest; and/or (k) All other damages  
10 proximately caused by the acts and/or omissions of the entities and individuals against whom this  
11 claim is made.

12 Notice is also given that CLAIMANT will pursue punitive damages against the entities  
13 and employees whose identities are not presently known as a result of conduct done maliciously,  
14 oppressively, fraudulently, and/or in conscious disregard for the rights and safety of  
15 CLAIMANT.

16  
17 **6. JURISDICTION:**

18 CLAIMANT'S claim as of this date is in an amount that would place it within the  
19 unlimited jurisdiction of the Superior Court of the State of California, County of San Diego. The  
20 claim is based on the personal injuries, personal property damages, and real property damages  
21 claims of CLAIMANT and the resulting damages to CLAIMANT, in an amount to be proved at a  
22 later date. This claim forms the basis of an unlimited civil case.

23 If this Claim fails in any way under Government Code ("Govt. Code") §§ 910 or 910.2,  
24 you are required to provide written notice of any insufficiency pursuant to Govt. Code § 910.8.

25  
26 **7. RESPONDENTS' RESPONSIBILITY FOR THE DAMAGE OR INJURY:**

27 Through this Notice, CLAIMANTS allege Respondents are liable for CLAIMANTS'  
28 damages under theories of negligence, battery, fraud and/or strict liability. RESPONDENTS are

1 jointly and/or severally liable for CLAIMANT'S damages because their conduct, individually  
2 and/or collectively, contributed to the contamination of the worksite and exposure of  
3 CLAIMANT as follows.

4 The identities of specific government employees primarily responsible for the actions  
5 giving rise to the claims stated herein are unknown to CLAIMANT.

6 That at said time and place of the Subject Incident, the RESPONDENTS, by and through  
7 their employees, agents, servants, and independent contractors, each acting within the course and  
8 scope of their employment or contract, proximately caused the injuries and damages as hereafter  
9 mentioned to CLAIMANTS by negligently, wantonly, recklessly, tortiously, wrongfully,  
10 unreasonably and unlawfully:

- 11 • Planning, designing, permitting, constructing, owning, possessing, controlling, operating,  
12 maintaining, servicing, inspecting, repairing and monitoring The Sempra Building project.
- 13 • Supervising, controlling, managing, permitting, contracting, constructing, inspecting,  
14 repairing, maintaining, monitoring, warning, or failing to warn, and working on or at The  
15 Sempra Building project with regard to unreasonable asbestos assessment, containment,  
16 and abatement systems so as to cause, permit, and allow dangerous and unsafe conditions  
17 at locations of the properties owned by CLAIMANT as herein above described;
- 18 • Designing, constructing, owning, supervising, controlling, testing, entrusting, permitting,  
19 managing, maintaining, servicing, repairing, inspecting and operating an environmental  
20 hazards testing system so as to cause, permit, and allow dangerous and unsafe conditions  
21 at locations of the properties owned by CLAIMANT as herein above described;
- 22 • Failing to construct, install and maintain appropriate systems for the protection and safety  
23 of workers in regards to asbestos contamination of the workplace, including without  
24 limitation to lawfully abate, contain, mitigate, and/or dispose of asbestos fiber so as to  
25 prevent the unlawful exposure of workers to asbestos contamination so as to cause,  
26 permit, and allow dangerous and unsafe conditions at locations of the properties owned by  
27 CLAIMANT as herein above described;
- 28 • Failing to construct, install and maintain appropriate systems for the protection and safety  
of workers in regards to asbestos testing and contamination results dissemination to ensure

1 accurate, complete and timely information to workers and regulators of hazardous  
2 conditions thereby allowing and/or directing unprotected workers to enter areas containing  
3 unsafe levels of uncontained asbestos so as to cause, permit, and allow dangerous and  
4 unsafe conditions at locations of the properties owned by CLAIMANT as herein above  
5 described;

- 6 • Failing to construct, install and maintain appropriate systems for the protection and safety  
7 of workers in regards to asbestos contamination of the workplace, including without  
8 limitation to lawfully abate, contain, mitigate, and/or dispose of asbestos fiber so as to  
9 cause, permit, and allow dangerous and unsafe conditions at locations of the properties  
10 owned by CLAIMANT as herein above described.
- 11 • Implementing policies and procedures for the retaliation against workers who lawfully  
12 report workplace safety issues to appropriate regulators;
- 13 • Implementing policies and procedures for the conversion of personal property of workers  
14 who lawfully report workplace safety issues to appropriate regulators;
- 15 • Implementing policies and procedures for the retaliation against workers who lawfully  
16 report living wage ordinance violations.

17 CLAIMANT maintains and reserves the right to plead additional factors, theories of  
18 liability and causes of action in his complaint for damages and at trial, amounting to, or  
19 pertaining to knowledge and/or notice of the existence of any dangerous conditions including  
20 exposure to asbestos or acts of retaliation, battery, and/or conversion, as may be subsequently  
21 identified through discovery and investigations into this matter. CLAIMANT reserves the right  
22 to present such evidence at the time of trial based upon information which are heretofore  
23 unknown, concealed or unidentified prior to the date of service of this claim.  
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1 **8. AMOUNT CLAIMED BY CLAIMANT:**

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3 A. The above listed actions caused serious physical, personal property, and real property  
4 injuries to CLAIMANT.

5 B. As a direct and proximate result of the negligence of the RESPONDENTS,  
6 CLAIMANT has suffered and will continue to suffer personal injuries, lost earnings, and damage  
7 to real and personal property as a result of the RESPONDENT'S negligent conduct and/or  
8 omissions in an amount according to proof at trial.  
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10  
11 C. As a result of the incident described above, CLAIMANT has incurred medical  
12 expenses, and other associated costs, lost earnings and special damages, in an amount according  
13 to proof at the time of trial.

14 D. Interest in an amount according to proof.

15 E. Attorneys Fees in an amount according to proof;

16 F. Penalties in an amount according to proof;

17 G. The estimated total loss for CLAIMANT is believed to exceed \$25,000,000.  
18

19 DATED: January <sup>4</sup>/<sub>2</sub>, 2020

LAW OFFICE OF LAWRENCE W. SHEA

20  
21 BY: 

22 LAWRENCE W. SHEA, II  
23 Attorney for CLAIMANT  
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**Application for Leave To File Late Claim Pursuant to  
Government Code Section 911.4, et. seq.**

The foregoing Claim is incorporated by this reference as though stated again in full herein.

At all times herein alleged, CLAIMANT was acting with extraordinary diligence in attempting to discover the true facts as to the duration, nature and extent of asbestos exposure to workers, including himself, while working in and around The Sempra Building. Despite best efforts, CLAIMANT was advised by RESPONDENT that scientific testing by competent experts had definitively determined there were no known or knowable risks of asbestos exposure to workers, and thus RESPONDENT instructed CLAIMANT to return to work, unprotected, in areas known to RESPONDENT to contain dangerous levels of uncontrolled asbestos.

The timing, duration, nature and extent of continuous and repeated asbestos exposure of workers, including CLAIMANT, at The Sempra Building is known only to RESPONDENT which hid material facts from workers, including CLAIMANT, from regulators and from the public by reason of RESPONDENT's neglect, mistake, inadvertence, and/or negligent or intentional misrepresentation thus delaying CLAIMANT's discovery of his exposure. CLAIMANT believes the claim herein presented is timely but to the extent RESPONDENT takes the position the claim or any portion thereof is untimely, CLAIMANT hereby applies for leave to present a late claim due to delayed discovery, mistake, inadvertence, surprise or excusable neglect.

Respectfully Submitted,

DATED: January 6, 2020

LAW OFFICE OF LAWRENCE W. SHEA

BY: 

LAWRENCE W. SHEA, II  
Attorney for CLAIMANT