



● March 31, 2022 Quarterly Report

This is the quarterly report to the Legal and Claims Committee on the exercise of powers delegated to the General Manager and the General Counsel by Administrative Code Sections 6433 and 6434. In addition, the General Counsel reports to the Legal and Claims Committee on the exercise of power delegated to her by Administrative Code Section 6431.

Attachments

- ATTACHMENT A: Workers' Compensation Matters Resolved During the Period
January 1, 2022 – March 31, 2022.
- ATTACHMENT B: Claims Against Metropolitan Resolved by Risk Management During the Period
January 1, 2022 – March 31, 2022.
- ATTACHMENT C: Costs Collected During the Period
January 1, 2022 – March 31, 2022.
- ATTACHMENT D: Property Damage Written Off as Uncollectible During the Period
January 1, 2022 – March 31, 2022 NONE.
- ATTACHMENT E: Accounts Receivables Written Off as Uncollectible During the Period
January 1, 2022 – March 31, 2022 - NONE.

Detailed Report

Contracts

Within this past quarter, the General Counsel entered into or amended the following contracts pursuant to her authority under Administrative Code Section 6431:

Aecus Law

This agreement was amended this quarter to reflect a change in the scope of work and compensation sections and to reflect an increase in the maximum amount payable.

Atkinson, Andelson, Loya, Ruud & Romo

Metropolitan retained the services of Special Counsel to provide legal advice, representation and consultation regarding charge of discrimination filed by an employee with DFEH.

Ronald D. Bremen

Metropolitan retained the services of Consultant to investigate and provide analysis and recommendations as directed, on allegations of employee misconduct and EEO-based complaints against an employee.

Brown White & Osborn LLP

Metropolitan retained the services of Special Counsel in connection with a confidential employment matter.

Cogent Legal LLC

Metropolitan retained the services of Consultant to provide consulting services in the 2014, 2016 and 2018 *SDCWA v. Metropolitan* cases, including briefing and trial.

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Ellis Investigations Law Corporation

Metropolitan retained the services of Consultant to investigate facts and provide analysis, as directed, on allegations of employee misconduct and EEO-based complaints brought forward by an employee.

Michael Heider

Metropolitan retained the services of Consultant to investigate and provide analysis and recommendations as directed, on allegations of employee misconduct against an employee.

HKA Global, Inc.

Metropolitan retained the services of Consultant to provide expert witness testimony and advice on contractor claims related to the Colorado River Aqueduct 6.9 kV Power Cable Replacement project and the subject lawsuit entitled, *Baker Electric, Inc. v. Metropolitan Water District of Southern California, et al.*, Los Angeles Superior Court Case No. 21STCV15612.

Horvitz & Levy, LLP

Metropolitan retained the services of Special Counsel to provide legal advice and consultation in the appellate litigation entitled, *Metropolitan Water District of Southern California v. R. Douglas Collins*, California Court of Appeal for the Second District, Division Three, Case No B305990.

Kramer Workplace Investigations

Metropolitan retained the services of Consultant to perform limited scope legal services, specifically, to conduct an impartial investigation of a personnel matter related to alleged workplace misconduct, involving allegations of employee misconduct concerning an employee.

Musick, Peeler & Garrett LLP

Metropolitan retained the services of Special Counsel to provide legal advice and assistance for discovery and related litigation issues with respect to *Arvin-Edison Water Storage District v. Dow Chemical Co., et al.*, Kern County Superior Court Case No. BCV-21-102485, and any related proceedings.

Nixon Peabody – Bond Counsel Services

Metropolitan retained the services of Bond Counsel to provide legal advice, opinions and representation with respect to: financing or refinancing projects; proposed federal or state regulations, actions or policies; documents related to security instruments, derivative product programs, credit agreements; legality and tax status of securities; litigation or administrative proceedings on financing matters; matters affected or governed by Internal Revenue Code and other tax laws and regulations; and, other financial and tax matters.

Olivarez Madruga Lemieux O'Neill, LLP

This agreement was amended this quarter to reflect an increase in the maximum amount payable.

Olson Remcho LLP

Metropolitan retained the services of Special Counsel to provide legal advice to assist Metropolitan's Board and Ad Hoc committees when they conduct investigations pursuant to the provisions of Metropolitan's Administrative Code.

Oppenheimer Investigations Group LLP

This agreement was amended this quarter to reflect an increase in the maximum amount payable.

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Public Interest Investigations, Inc.

This agreement was amended this quarter to modify the explanatory recital and scope of work sections and to reflect an increase in the maximum amount payable.

Reddock Law Group - Agreement 201871

This agreement was amended this quarter to reflect an increase in the maximum amount payable.

Reddock Law Group - Agreement 201879

This agreement was amended this quarter to reflect a change in the scope of work and an increase in the maximum amount payable.

Seyfarth Shaw LLP – Agreement 203454

Metropolitan retained the services of Special Counsel to provide legal representation, advice and consultation regarding the claim of damages submitted by an employee.

Seyfarth Shaw LLP – Agreement 203455

Metropolitan retained the services of Special Counsel to provide legal representation, advice and consultation regarding the claim of damages submitted by an employee.

Van Dermynen Makus Law Corporation – Agreement 203458

Metropolitan retained the services of Consultant to investigate and provide analysis and recommendations as directed, on allegations of employee misconduct and EEO-based complaints brought forward by an employee.

Van Dermynen Makus Law Corporation – Agreement 200475

This agreement was amended this quarter to reflect a name change from Van Dermynen Maddux Law Corporation, an increase in the maximum amount payable, a change to the notices section and to reflect a modification to the scope of work and fee schedule.

Susan Woolley

This agreement was amended this quarter to modify the explanatory recitals and scope of work sections and to reflect an increase in the maximum amount payable.

Claims and Other Matters

1. Between January 1, 2022 – March 31, 2022, Metropolitan initiated, compromised, settled, or otherwise disposed of the following claims and entered into the following separation agreements:

a. **Litigated, Compromised and Settled Claims By and Against Third Parties**

Metropolitan entered into the following settlement agreement within this past quarter.

1. Padres v. Metropolitan Water District, Los Angeles Superior Court Case No. BC698748:

Lawsuit filed in March 2018 by former Metropolitan employee Mary Padres released during probation. The lawsuit alleged gender discrimination, retaliation, and wrongful termination in violation of public policy. This lawsuit settled at a May 2019 mediation subsequent to plaintiff's deposition. The settlement, within the Administrative Code delegation of authority to the General Manager and General Counsel not to exceed the sum of \$125,000, includes a dismissal of the lawsuit, no future employment at Metropolitan, no admission of wrongdoing, and a general release.

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- b. Workers' Compensation Matters
Workers' Compensation claims settled by the General Manager and the General Counsel within this past quarter are reported in Attachment A.
 - c. Other Claims By and Against Third Parties Resolved by Risk Management
Non-litigated third-party claims resolved by Risk Management (under authority delegated by the General Manager) and approved by the General Counsel within this past quarter are reported in Attachment B.
 - d. SB 90 Claims
No SB 90 claims for reimbursement for state-mandated costs collected were reported within this past quarter.
 - e. Separation Agreements
Metropolitan did not enter into any separation agreements within this past quarter.
2. Costs collected for claims within this past quarter are reported in Attachment C.
 3. No Property Damage Claims were declared as uncollectible by the General Manager within this past quarter.
 4. No Accounts Receivables were written off as uncollectible by the General Manager within this past quarter.

ATTACHMENT A
Workers' Compensation Matters Resolved During the Period
January 1, 2022 – March 31, 2022

Classification	Control No.	Date of Injury	Amount of Settlement	Nature of Injury	Basis for Settlement
Housekeeper	2018-0430-0575	5/2/2011	\$15,000.00	Multiple Body Parts	Compromise and Release

ATTACHMENT B
 Claims Against Metropolitan Resolved by Risk Management During the Period
January 1, 2022 – March 31, 2022

Claimant	Control No. TPA No.	Amount of Settlement	Incident Description	Basis for Resolution
Douglass, Allen	2022-0106-0260 027-000152	\$2,598.72	On 01/06/2022, an MWD truck backed into a parked and unoccupied third party vehicle and caused damage to its right front quarter panel	The third party property damage claim was settled based upon an evaluation of the accident, impact, damage and repair cost
Prosceno, Joe	2021-0601-0505 027-000141	\$3,000.00	On 05/29/2022, a tree on MWD property fell onto, and damaged a third party vehicle	The third party vehicle was determined a total loss, and the claim was settled based upon an evaluation of the accident, impact, damage and actual cash value of the vehicle
Belanger, Lilly	2021-1110-0201 027-000150	\$1,772.80	On 11/9/2021, an MWD vehicle struck and damaged a third party vehicle and bicycle which was mounted on the vehicle's bicycle rack, while changing lanes	The third party property damage claim was settled based upon an evaluation of the accident, impact, damage and repair cost

ATTACHMENT C
 Costs Collected During the Period of
January 1, 2022 – March 31, 2022

Third Party or Cause	Control No. TPA No.	Costs Collected	Incident Description	Basis for Costs Collected
Alavez, Dan	2021-1102-0189 026-000409	\$3,428.84	On 11/2/2021, a third party vehicle changed lanes and struck the driver’s side of an MWD vehicle	The cost to repair the MWD property damage was \$3,458.84. MWD was limited to recovering \$3,428.84 because the third-party carrier, Kemper Insurance, disputed a \$30.00 (1/2 hr labor) fee on the repair invoice
Abraham, Mina	2020-0603-0568 026-000287	\$8,251.25	On 6/3/2020, a third party vehicle struck and damaged an MWD vent stack, station number 1294+18	The MWD property damage repair costs were paid in full by the third party’s insurance company
Colon, Alavaro	2021-0712-0009 026-000385	\$3,665.21	On 7/8/2021, a third party vehicle rear-ended an MWD vehicle that was stopped at traffic signal	The MWD property damage repair costs were paid in full by the third party’s insurance company