



• June 30, 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
April 1, 2022 – June 30, 2022.
- ATTACHMENT B: Claims Against Metropolitan Resolved by Risk Management During the Period
April 1, 2022 – June 30, 2022.
- ATTACHMENT C: Costs Collected During the Period
April 1, 2022 – June 30, 2022.
- ATTACHMENT D: Property Damage Written Off as Uncollectible During the Period
April 1, 2022 – June 30, 2022 - NONE.
- ATTACHMENT E: Accounts Receivables Written Off as Uncollectible During the Period
April 1, 2022 – June 30, 2022.

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 to reflect an increase in the maximum amount payable.

Albright, Yee & Schmit, APC – Agreement 200461

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

Albright, Yee & Schmit, APC – Agreement 200481

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

Albright, Yee & Schmit, APC – Agreement 201870

This agreement was amended this quarter to reflect a change in the scope of work 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 a charge of discrimination filed by an employee (ex-employee as of February 2022) with DFEH.

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Best Best & Krieger, LLP – Agreement 185888

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

Best Best & Krieger, LLP – Agreement 203462

Metropolitan retained the services of Special Counsel to provide advice relating to Public records Act requests and assistance in completing responses.

Cummins & White, LLP

Metropolitan retained the services of Special Counsel to provide confidential Board Advice.

Extti, Incorporated

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

Hanson Bridgett, LLP

This agreement was amended this quarter to reflect a modification to the fee schedule.

Hausman & Sosa, LLP – Agreement 207943

Metropolitan retained the services of Special Counsel to provide legal advice and representation regarding an employee's 80-hour suspension.

Hausman & Sosa, LLP – Agreement 201892

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

Horvitz & Levy, LLP

Metropolitan retained the services of Special Counsel to provide legal advice and consultation on Colorado River matters, which will also include expert assistance with procedural and appellate issues.

Internet Law Center, LTD

This agreement was amended this quarter to reflect a modification to the fee schedule and to reflect an increase in the maximum amount payable.

Olivarez Madruga Law Organization, LLP (Formerly Known as Olivarez Madruga Lemieux O'Neill, LLP)

This agreement was amended this quarter to acknowledge Consultant's name change from Olivarez Madruga Lemieux O'Neill, LLP to Olivarez Madruga Law Organization, LLP. This agreement was also amended this quarter to reflect a modification in the scope of work and to reflect an increase in the maximum amount payable.

Public Interest Investigations, Inc. – Agreement 203437

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.

Public Interest Investigations, Inc. – Agreement 203467

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

Renne Public Law Group, LLP

Metropolitan retained the services of Special Counsel to provide legal advice and representation before the Public Employment Relations Board regarding the unfair practice charged filed in the matter entitled, *Association of Confidential Employees v. Metropolitan Water District of Southern California*, PERB Case No. LA-CE-1574-M. Special Counsel may also perform related work as assigned by Metropolitan and accepted by Special Counsel.

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Susan Woolley

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

Van Dermynen Makus Law Corporation – Agreement 201891

This agreement was amended this quarter to modify the scope of work and key personnel sections.

Van Dermynen Makus Law Corporation – Agreement 203458

This agreement was amended this quarter to reflect a change in the scope of work and to reflect an increase in the maximum amount payable. This agreement was also amended this quarter to reflect a change in the agreement administrator and a modification to the billings and payments, insurance, and notices sections.

Claims and Other Matters

1. Between April 1, 2022 – June 30, 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. AFSCME Local 1902 v. Metropolitan (MOU Hearing Officer Appeal):

On March 21, 2021, AFSCME Local 1902 filed a grievance on behalf of a Water Treatment Plant Operator who alleged the denial of authorized leave in violation of the AFSCME MOU. The grievance claimed a loss of sick and vacation hour accrual, holiday pay, and missed overtime. Metropolitan denied the grievance and AFSCME appealed the denial to a hearing officer. The parties agreed to resolve the grievance prior to a scheduled June 1, 2022 hearing. EEO issues were not implicated, the agreement has no confidentiality provisions, the operator is still employed by Metropolitan, and the operator received \$2,638.96 in backpay and reinstatement of 72.5 hours in leave time. The grievance has been withdrawn pursuant to this settlement.

2. AFSCME Local 1902 v. Metropolitan (Public Employment Relations Board):

On March 27, 2022, AFSCME Local 1902 filed an unfair practice charge with the Public Employment Relations Board (PERB). The charge alleges Metropolitan violated the Meyers-Milius-Brown Act (MMBA) effective November 8, 2021 by implementing a change to the iExpense System without first engaging in the meet and confer process. The change required employees to enter a map showing starting and ending points for mileage reimbursements over \$25. AFSCME Local 1902 withdrew its charge and PERB closed the matter on March 30, 2022, after the parties reached an informal resolution. Under this resolution, Metropolitan will suspend the mapping requirement until the parties have engaged in the meet and confer process.

3. Cal-OSHA Citation re F.E. Weymouth Water Treatment Plant

As a result of an inspection on 12/08/2021 and a follow up document request on 12/10/2021, Cal-OSHA issued a Citation for two alleged “General” violations. The total proposed penalty amount for the “General” violations is \$1,120. Metropolitan filed appeal for the two “General” violations on the grounds that: (1) the safety order was not violated, that (2) the classification of “general” is incorrect, and (3) the proposed penalty is unreasonable. Metropolitan asserted the following affirmative defenses for both items that: (1) the division failed to consider relevant information and (2) that Cal-OSHA did not make a diligent inquiry into the employer records. Specifically,

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for the second item, Metropolitan asserted an additional affirmative defense that a different safety order applied. Metropolitan plans to request an informal conference with Cal-OSHA to try to resolve the citation.

- 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. Accounts receivables written off as uncollectible by the General Manager within this past quarter are reported in Attachment E.

ATTACHMENT A
Workers' Compensation Matters Resolved During the Period
April 1, 2022 – June 30, 2022

Classification	Control No.	Date of Injury	Amount of Settlement	Nature of Injury	Basis for Settlement
O&M Tech IV	2018-0522-0617	5/22/2018	\$92,500.00	Left Shoulder	Compromise & Release
Water Treatment Operator	2018-0124-0360	01/24/2018	\$120,000.00	Head	Compromise & Release

ATTACHMENT B
 Claims Against Metropolitan Resolved by Risk Management During the Period
April 1, 2022 – June 30, 2022

Claimant	Control No. TPA No.	Amount of Settlement	Incident Description	Basis for Resolution
Oliver, Darlene	2022-0120-0269 027-000155	\$992.25	On 1/19/2022, an MWD vehicle rear-ended a third party vehicle causing damage.	The third party property damage claim was settled based upon an evaluation of the accident, impact, damage and repair cost.
Valley Law Firm on behalf of Pedro Contreras	2020-0127-0365 027-000111	\$4,500.00	On 1/24/2020, an MWD vehicle struck and damaged a third party vehicle while making a right turn.	The third party submitted a bodily injury claim in the amount of \$4,774.00 for chiropractic soft tissue injury. Based upon the impact and property damage, the settlement for bodily injury was negotiated and reduced to \$4,500.00 The third-party property damage claim was previously settled in the amount of \$1,288.00 and noted in the December 2020 Quarterly Report.
Rabaino, Edwin	2022-0524-0489 027-000168	\$1,009.50	On 5/24/2022, an MWD vehicle struck and damaged the driver’s side mirror of a parked third party vehicle.	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
April 1, 2022 – June 30, 2022

Third Party or Cause	Control No. TPA No.	Costs Collected	Incident Description	Basis for Costs Collected
Corona, Christian	2019-0617-0614 026-000211	\$8,890.00	On 6/14/2019, a third party vehicle drove through a red light and struck and damaged the right side of the MWD vehicle.	The MWD vehicle was determined to be a total loss, and the claim was settled with the insurance carrier for the actual cash value (including tax and less the salvage amount of \$500.00).

ATTACHMENT E
 Accounts Receivable Written Off as Uncollectible During the Period of
April 1, 2022 – June 30, 2022

Invoice Date	Invoice Number	Customer Name	Amount Written off	Brief Description	Basis for Write-Off	Date Written Off
03-Jun-19	45854	Phil and Heather Rheingans	\$310.00	Lease of District Property as described in RL 1496 to be used for Dry Farm for the period of July 1, 2019 through June 30, 2020.	Amount Uncollectible – Write off with General Counsel’s approval. Tenant refused to pay the invoice initially issued on June 30, 2019 for \$310 as rent payment for the term July 1, 2019 - June 30, 2020.	29-April-22