



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Board Report

Legal Department

• March 31, 2024 Quarterly Report

Summary

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 – March 31, 2024.
- ATTACHMENT B: Claims Against Metropolitan Resolved by Risk Management During the Period
January 1 – March 31, 2024.
- ATTACHMENT C: Costs Collected During the Period
January 1 – March 31, 2024.
- ATTACHMENT D: Property Damage Written Off as Uncollectible During the Period
January 1 – March 31, 2024 - NONE.
- ATTACHMENT E: Accounts Receivables Written Off as Uncollectible During the Period
January 1 – March 31, 2024 - 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:

Accus Law

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

BDG Law Group, A Professional Law Corporation

Metropolitan retained the services of Special Counsel to provide legal representation, advice and consultation in the defense of the litigation entitled, *Encarnacion Gutierrez v. Metropolitan Water District of Southern California, and DOES 1 through 25, inclusive*, Los Angeles County Superior Court Case No. 23STCV11052.

Cislo & Thomas LLP

This agreement was amended this quarter to modify the fee schedule.

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Hanna, Brophy, MacLean, McAleer & Jensen, LLP

This agreement was amended this quarter to reflect a change in Agreement Administrators and to increase the maximum amount payable.

Horvitz & Levy, LLP – Agreement No. 216047

Metropolitan retained the services of Special Counsel to provide legal advice on Appellate strategy and briefing in *Sierra Club, et al. v. California Department of Water Resources*, California State Appellate Court Third District, DCA Case No. C100552.

Horvitz & Levy, LLP – Agreement No. 216050

Metropolitan retained the services of Special Counsel to provide legal advice on Appellate strategy and briefing in *City of Camden, et al. v. E.I. Dupont De Nemours and Co. et al.*, (n/k/a EIDP, Inc.), USDC South Carolina, Charleston Division, Case No. 2:23-cv-03230-RMG.

JRP Historical Consulting, LLC

Metropolitan retained the services of Consultant to provide historical and technical research and analysis at the direction of its legal counsel to assist its General Counsel in providing confidential legal counsel regarding water rights associated with the potential acquisition of real property on the Sacramento River.

Liebert Cassidy Whitmore

This agreement was amended this quarter to modify the scope of work.

Oppenheimer Investigations Group LLP

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

Procopio, Cory, Hargreaves & Savitch, LLP – Agreement No. 216046

Metropolitan retained the services of Special Counsel to provide advice and guidance, as requested, regarding the California Public Records Act request submitted by CityWatch Los Angeles, seeking records, including potential attorney/client privileged documents and confidential employment files. This agreement was also amended this quarter to modify the scope of work.

Renne Public Law Group, LLP

Metropolitan retained the services of Special Counsel to provide legal assistance on employee relations and other personnel-related matters.

Seyfarth Shaw LLP – Agreement No. 216043

Metropolitan retained the services of Special Counsel to provide legal representation, advice and consultation in the defense of the litigation entitled, *Ryan Tiegs v. Metropolitan Water District of Southern California*, Riverside County Superior Court Case No. CVPS2306176.

Seyfarth Shaw LLP – Agreement No. 216044

Metropolitan retained the services of Special Counsel to provide legal representation, advice and consultation in the defense of the litigation entitled, *Maria Carmen Zarate v. Metropolitan Water District of Southern California, a public entity, and DOES 1 through 25, inclusive*, Los Angeles County Superior Court Case No. 23STCV15786.

Claims and Other Matters

1. Between January 1, 2024 – March 31, 2024, Metropolitan initiated, compromised, settled, or otherwise disposed of the following claims and entered into the following separation agreements:

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

i. **LAFD Class I Violation Re Soto Street Underground Storage Tank**

On April 13, 2023, the Los Angeles Fire Department (“LAFD”), as part of the Certified Unified Program Agencies, issued an Official Inspection Report to Metropolitan for a Class I violation for failure to timely inspect the underground storage tank overfill prevention equipment at least once every 36 months at the Soto Street Facility (“Soto Street”). Metropolitan has completed the required inspection, and there are no ongoing violations at Soto Street at this time. However, in April 2023, the LAFD inspector referred the violation to the LAFD enforcement unit for penalty assessment. Metropolitan staff asked the LAFD inspector last month about the penalty assessment, and the inspector replied that it is still pending. Legal will work with Metropolitan staff to respond to any penalty proposed by LAFD.

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

Personnel Related Claims

On October 21, 2021, counsel on behalf of a District employee sent Metropolitan a letter alleging potential legal claims including but not limited to discrimination and retaliation in violation of the Fair Employment & Housing Act (FEHA) and whistleblower retaliation in violation of California Labor Code Section 1102.5. The employee also filed charges with the California Civil Rights Department and the federal EEOC, which resulted in the issuance of notices of the right to sue. A Settlement Agreement and Release of Claims was fully executed on January 18, 2024, resolving this matter. Key provisions of the agreement include a general release, no admission of liability, and a monetary payment to the employee pursuant to the settlement authority delegated to the General Manager and General Counsel by the Administrative Code. The claims alleged implicated equal employment opportunity issues, the employee remains employed by the District, the agreement does not preclude the employee from disclosing information related to workplace discrimination and harassment, and Metropolitan is not required to take specific corrective action in response to the alleged issues.

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.

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3. No Property Damage Claims were declared as uncollectible by the General Manager within this last 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, 2024 – March 31, 2024

Classification	Control No.	Date of Injury	Amount of Settlement	Nature of Injury	Basis for Settlement
Sr. Security Specialist	2020-0810-0067	7/14/2020	\$6,742.21	Right Inguinal Hernia	Stipulation with Request for Award

ATTACHMENT B
 Claims Against Metropolitan Resolved by Risk Management During the Period
January 1, 2024 – March 31, 2024

Claimant/ Third-Party	Control No. TPA No.	Amount of Settlement	Incident Description	Basis for Resolution
Resendiz, Katherine	2023-1121-0219 GHC0066271	\$737.18	On 11/19/2023 an MWD canopy collapsed, and it struck and damaged a third party vehicle	The third party property damage claim was settled based upon an evaluation of the accident, impact, damage, and repair cost
McDonald, Fred	2023-1016-0168 GHC0064106	\$1,217.92	On 10/06/2023 an MWD power receptacle was wired incorrectly and caused damage to the third party recreational vehicle, when plugged in	The third party property damage claim was settled based upon an evaluation of the accident, impact, damage, and repair cost
Garcia, Hortencia	2023-0207-0276 027-000187	\$6,561.40	On 02/07/2023 a third-party tripped and fell on raised concrete while walking around Diamond Valley Lake - The fall resulted in injuries to the third-party's nose and hand as well as damage to her eye glasses	The third party injury claim was settled based upon an evaluation of the accident, impact, medical, and property costs

ATTACHMENT C
 Costs Collected During the Period
January 1, 2024 – March 31, 2024

Third Party or Cause	Control No. TPA No.	Costs Collected	Incident Description	Basis for Costs Collected
National Interstate Insurance Company for Mike Rodrigues	2023-0307-0314 026-000511	\$2,880.33	On 03/06/2023 a third-party vehicle struck and damaged the rear of the MWD vehicle that was stopped in traffic	The property damage claim was paid in full by the third party's insurance carrier
Geico Insurance Company for Xavier Candelaria	2021-0722-0037 026-000387	\$2,989.57	On 07/21/2021 a third-party vehicle caused a multi-vehicle accident that totaled the MWD vehicle	The MWD vehicle was sold at auction and the uncollected actual cash value balance was \$5,933.00. MWD negotiated a partial recovery in the amount of \$2,989.57, due to the third-party property damage insurance limits, which were less than the aggregate losses of the vehicles involved.
All State Insurance Company for Jorge Campos Jr.	2023-0406-0357 026-000520	\$3,686.94	On 04/05/2023 a third-party rear ended an MWD vehicle in stop and go traffic, and damaged the rear bumper	The property damage claim was paid in full by the third party's insurance carrier
National General for Miguel Garcia	2022-0629-0536 026-000462	\$1,581.27	On 06/26/2022 a third-party vehicle struck a lamp post causing their vehicle to roll over MWD fencing	The MWD repair was \$2,597.19. MWD negotiated a partial settlement in the amount of \$1,581.27, due to the third-party property damage insurance limits.
Woodcliff Corporation	2023-0905-0112 GHC0063934	\$5,736.86	On 09/05/2023 an MWD contractor backed a forklift into a parked and unoccupied MWD truck, which damaged the left rear truck bed	The property damage claim was paid in full by the third party

ATTACHMENT C
 Costs Collected During the Period
January 1, 2024 – March 31, 2024

Third Party or Cause	Control No. TPA No.	Costs Collected	Incident Description	Basis for Costs Collected
Sedgwick / Arch Insurance Company, on behlf of Turret Punch Company, Inc for William Bennett	2022-1011-0120 026-000487	\$364.00	On 10/10/2022 a third-party vehicle changed lanes and damaged the rear of the MWD vehicle that was stopped in traffic	The property damage claim was paid in full by the third party’s insurance carrier
Kemper Insurance	2023-0123-0250 GHC0062604	\$1,217.11	On 01/19/2023 a third-party struck and damaged an MWD meter cabinet and vent stack	The property damage claim was paid in full by the third party’s insurance carrier
Progressive Insurance	2022-1010-0116 026-000484	\$135.69	On 10/08/2022 a third-party driver struck and damage an MWD above ground vacuum valve cabinet	The MWD repair was \$1,515.54. MWD negotiated a partial settlement in the amount of \$135.69, due to the third-party property damage insurance limits.
Alejandro Barragan	2021-0601-0504 026-000373	\$40.00	On 05/27/2021 a third party ran a stop sign with no headlights and struck and damaged an MWD vehicle	The MWD repair was \$19,011.70. During a court appearance a payment agreement of \$40.00 a month was agreed upon.
Great West Casualty and Marriott Hotel	2023-0918-0133 GHC0062937	\$7,439.36	On 09/14/2023 an unknown third party shattered the rear passenger window of the MWD vehicle while it was parked at the Marriott Hotel	The MWD repair was \$7439.36. The Marriott Hotel and their insurance company, and Great West Casualty, each paid for 50% of the damages.