



## • June 30, 2023 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

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- ATTACHMENT A: Workers' Compensation Matters Resolved During the Period  
April 1, 2023 – June 30, 2023 - NONE.
- ATTACHMENT B: Claims Against Metropolitan Resolved by Risk Management During the Period  
April 1, 2023 – June 30, 2023.
- ATTACHMENT C: Costs Collected During the Period  
April 1, 2023 – June 30, 2023 – NONE.
- ATTACHMENT D: Property Damage Written Off as Uncollectible During the Period  
April 1, 2023 – June 30, 2023 - NONE.
- ATTACHMENT E: Accounts Receivables Written Off as Uncollectible During the Period  
April 1, 2023 – June 30, 2023 - NONE.

### Detailed Report

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#### 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 an increase in the maximum amount payable.

#### Albright, Yee & Schmit, APC

Metropolitan retained the services of Special Counsel to assist in a confidential employment matter.

#### Best Best & Krieger, LLP

Metropolitan retained the services of Special Counsel to provide legal advice and assistance on grant compliance issues as requested.

#### Debra L. Reilly, A Professional Law Corporation – Agreement No. 211927

Metropolitan retained the services of Consultant to investigate and provide factual findings, analysis, and conclusions as directed, on allegations of employee misconduct against another employee.

#### Debra L. Reilly, A Professional Law Corporation – Agreement No. 207971

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

**EXTTL, Incorporated**

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

**Hann, Brophy, Maclean, McAleer & Jensen, LLP**

Metropolitan retained the services of Special Counsel to provide legal representation in workers' compensation cases as directed by the General Counsel.

**Internet Law Center**

This agreement was amended this quarter to reflect a change in the Agreement Administrator, an increase in the maximum amount payable and to modify the Notices section.

**Kronenberger Rosenfeld, LLP**

Metropolitan retained the services of Special Counsel to provide legal representation in the matter of *Systems Integrated, LLC v. Metropolitan Water District of Southern California*, Los Angeles Superior Court Case No. 21STCV18292. The representation will involve working with the General Counsel's Office to draft pleadings, handle discovery and pretrial preparation, and, if necessary, defend Metropolitan at trial.

**Michael A. Heider**

Metropolitan retained the services of Consultant to investigate and provide analysis and recommendations as directed, on allegations of employee misconduct complaints within the Skinner Water treatment Plant treatment/operations team.

**Olson Remcho LLP**

Metropolitan retained the services of Special Counsel to provide legal advice and analysis to determine legal requirements and procedures applicable to Metropolitan's rates and charges.

**Oppenheimer Investigations Group, LLP**

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

**Rains Lucia Stern St. Phalle & Silver, PC**

Metropolitan retained the services of Special Counsel to assist in a confidential employment matter.

**Renne Public Law Group, LLP**

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

**Seyfarth Shaw, LLP**

Metropolitan retained the services of Special Counsel to provide general labor/employment legal advice and counseling as requested by the General Counsel. This agreement was also amended this quarter to modify the fee schedule.

**Solomon Law, APC**

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

**Van Ness Feldman**

Metropolitan retained the services of Special Counsel to provide advice and litigation support as requested for Colorado River matters.

## Claims and Other Matters

1. Between April 1, 2023 – June 30, 2023, 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  
No claims were litigated, compromised, or settled by and against third parties within this past quarter.
  - b. Workers' Compensation Matters  
No Workers' Compensation claims were settled by the General Manager and the General Counsel within this past quarter.
  - 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. No Costs were collected for claims within this past quarter.
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 B**  
 Claims Against Metropolitan Resolved by Risk Management During the Period  
April 1, 2023 – June 30, 2023

<b>Claimant/ Third-Party</b>	<b>Control No. TPA No.</b>	<b>Amount of Settlement</b>	<b>Incident Description</b>	<b>Basis for Resolution</b>
Dawson, Jacquelyn	2022-1122-0189 027-000179	\$200.00	On 11/21/2022, an MWD vehicle struck and damaged the rear of a third-party vehicle	The third party submitted a claim for reimbursement of the cost of airline tickets and theatre tickets in the amount of \$679.99, alleging that she was not feeling well following the accident and therefore she was unable to use the tickets. A settlement reduction was negotiated upon further review the supporting evidence and confirmation of the cancellation fees.
AAA a/s/o for Jacquelyn Dawson	2022-1122-0189 027-000179	\$1,837.76	On 11/21/2022, an MWD vehicle struck and damaged the rear of a third-party vehicle	The third-party property damage claim was settled based upon an evaluation of the accident, impact, damage, and repair cost
Tinker, Thomas	2023-0131-0270 027-000185	\$6,714.67	On 01/31/2023, an MWD vehicle struck and damaged the left rear bumper and side mirror of the third-party vehicle	The third-party property damage claim was settled based upon an evaluation of the accident, impact, damage, and repair cost
Reyes, Quintero	2023-0207-0278 027-000186	\$7,459.73	On 02/07/2023, an MWD vehicle struck and damage the rear of a third-party vehicle	The third-party property damage claim was settled based upon an evaluation of the accident, impact, damage, and repair cost