



## ● September 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

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- ATTACHMENT A: Workers' Compensation Matters Resolved During the Period  
July 1, 2022 – September 30, 2022 - NONE.
- ATTACHMENT B: Claims Against Metropolitan Resolved by Risk Management During the Period  
July 1, 2022 – September 30, 2022.
- ATTACHMENT C: Costs Collected During the Period  
July 1, 2022 – September 30, 2022.
- ATTACHMENT D: Property Damage Written Off as Uncollectible During the Period  
July 1, 2022 – September 30, 2022 - NONE.
- ATTACHMENT E: Accounts Receivables Written Off as Uncollectible During the Period  
July 1, 2022 – September 30, 2022 - 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 - Agreement No. 201880**

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

#### **Aecus Law - Agreement No. 201898**

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

#### **Ronald Breman**

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

#### **GeoPentech, Inc. – Agreement No. 185875**

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

#### **GeoPentech, Inc. – Agreement No. 207942**

Metropolitan retained the services of Consultant to provide Metropolitan with technical support regarding Domenigoni groundwater disputes on the west side of Diamond Valley Lake.

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### **GeoPentech, Inc. – Agreement No. 207951**

Metropolitan retained the services of Consultant to provide geologic and hydrogeologic services to assist with the investigation process and remedial options regarding the Antelope Valley-East Kern Water Agency High Desert Water Bank Program.

### **Michael A. Heider**

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

### **Houseman & Sosa, LLP – Agreement No. 201892**

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

### **Houseman & Sosa, LLP – Agreement No. 207949**

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

### **Jones Hall, a Professional Law Corporation**

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

### **Musick, Peeler & Garrett LLP**

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

### **Olivarez Madruga Law Organization (Formerly known as Olivarez Madruga Lemieux O'Neill, LLP)**

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

### **Olson Remcho LLP – Agreement No. 207947**

Metropolitan retained the services of Special Counsel to provide legal advice to assist members of the Executive Committee that have been appointed to Ad Hoc committees with the coordination of the currently pending matters that are being handled by Ad Hoc committees.

### **Olson Remcho LLP – Agreement No. 207950**

Metropolitan retained the services of Special Counsel to review and determine disclosure and withholding status of Ad Hoc sub-committee records requested under the Public Records Act, and related work such as redaction.

### **Oppenheimer Investigations Group LLP**

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

### **Public Interest Investigations, Inc. – Agreement No. 200483**

This agreement was amended this quarter to designate Metropolitan's EEO officer as the new Agreement Administrator and to modify the billings and payments, insurance, and notices sections.

### **Public Interest Investigations, Inc. – Agreement No. 201894**

This agreement was amended this quarter to modify the explanatory recital, scope of work, to designate Metropolitan's EEO officer as the new Agreement Administrator and to modify the billings and payments, insurance, and notices sections.

### **Public Interest Investigations, Inc. – Agreement No. 203438**

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

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### **Raftelis – Subcontractor of Manatt, Phelps & Phillips - Agreement No. 146627**

Pursuant to 5/02/2022 engagement letter between Manatt, Phelps & Phillips and Raftelis Financial Consultants, Inc., Metropolitan Water District paid Raftelis Financial Consultant, Inc.'s invoice No. 23949 in the amount of \$56,376.64 for expert services and reimbursable expenses in the SDCWA v. MWD matter.

### **Renne Public Law Group, LLP**

Metropolitan retained the services of Special Counsel to provide legal advice and representation before the Public Employee Relations Board regarding the unfair practice charge filed in the matter entitled, *Association of Confidential Employees v. Metropolitan Water District of Southern California*, PERB Case No. LA-CE-1574-M.

### **Sheppard Mullin Richter & Hampton LLP**

Metropolitan retained the services of Special Counsel to provide legal representation, advice and consultation in the litigation entitled, *Joshua Rivers v. Metropolitan Water District of Southern California, and DOES 1 through 50, inclusive*, Los Angeles County Superior Court Case No. 22STCV09741, and related work.

### **Solomon Law, APC Agreement No. 203465**

Metropolitan retained the services of Consultant to provide an assessment of an anonymous EEO-Ethics based complaint and, if deemed necessary, perform a confidential investigation and provide analysis and recommendations as directed. Work will be performed under the direction of the AD HOC subcommittee of the Executive Committee of the Metropolitan Board of Directors.

### **Solomon Law, APC Agreement No. 207944**

Metropolitan retained the services of Consultant to provide an assessment of an anonymous EEO-based complaint that may involve conduct not exclusively EEO-related and, if deemed necessary, perform a confidential investigation and provide analysis and recommendations as directed. Work will be performed under the direction of the AD HOC subcommittee of the Executive Committee of the Metropolitan Board of Directors.

### **Solomon Law, APC Agreement No. 207945**

Metropolitan retained the services of Consultant to provide an assessment of an anonymous EEO-based complaint and, if deemed necessary, perform a confidential investigation and provide analysis and recommendations as directed. Work will be performed under the direction of the AD HOC subcommittee of the Executive Committee of the Metropolitan Board of Directors.

### **Van Dermeyden Makus Law Corporation – Agreement 201891**

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

### **Susan Woolley**

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

## **Claims and Other Matters**

1. Between July 1, 2022 – September 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 resolved the following citations within this past quarter:

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i. Two UST citations issued by LAFD:

On September 2, 2022, the Los Angeles Fire Department CUPA-Legal Enforcement Unit (LAFD) notified Metropolitan that, based on inspection findings on April 23, 2020, April 20, 2021, and April 12, 2022 at Metropolitan's Jensen Water Treatment Plant, the LAFD was preparing to bring an administrative action against Metropolitan to ensure compliance and assess penalties, pursuant to California Health & Safety Code Section 25404.1.1. The matter had been referred to the LAFD for formal/legal enforcement action based on two alleged Class I violations: (1) Designated Operator inspections not completed every 30 days, and (2) late overfill prevention system inspection. A settlement meeting between Metropolitan and the LAFD was scheduled for September 27, 2022, to discuss the alleged Class I violations.

On September 26, 2022, Metropolitan sent the LAFD information and documentation supporting Metropolitan's position that the alleged citations are not Class I violations and no formal enforcement action should be taken. With regard to the first alleged Class I violation that Designated Operator inspections were not completed every 30 days, the LAFD had not issued any violations for late Designated Operator inspections during the April 12, 2022 underground storage tank (UST) inspection. (Instead, the April 2022 inspection report noted that one or more of the monthly Designated Operator reports was not signed and/or dated, and the April 2021 and April 2020 inspection reports noted that a few of the Designated Operator inspections were late.) Thus, there was no basis for the first alleged Class I violation. With respect to the second alleged Class I violation, the April 12, 2022 inspection report stated that the Overfill Prevention Equipment (OPE) inspection was due October 2021. However, Metropolitan had conducted the original OPE inspection in April 2018 in full compliance with the UST regulations at that time. The OPE inspection was conducted again in April 2019 so that Metropolitan could combine all UST triennial testing/inspections within the same year. The April 2019 OPE inspection thereby reset the regulatory compliance clock for the OPE inspections to subsequently be conducted every three years from April 2019 going forward. Accordingly, Metropolitan conducted the next triennial OPE inspection on time in April 2022.

At the settlement meeting on September 27, 2022, the LAFD decided not to pursue the Class I violations at this time and not to impose any fines or penalties. However, the LAFD stated that any failure to remain in compliance in the future will result in continued investigation and enforcement. Legal will work with staff to determine how best to ensure that the monthly Designated Operator inspections are completed on time and that the monthly Designated Operator reports are signed on time.

Metropolitan resolved the following claim within this past quarter:

i. Delta Stewardship Council Cases JCCP 4758

Metropolitan settled a claim for litigation costs for \$6,490.71. As the prevailing party, the Delta Stewardship Council (Council) is entitled to reasonable costs, but Metropolitan and other State Water Project contractors disputed the amount and settled for a fraction of what the Council claimed.

Metropolitan resolved the following grievance within this past quarter:

i. 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

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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.

b. Workers' Compensation Matters

No Workers' Compensation claims settled by the General Manager and the General Counsel were reported 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. 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 B**  
 Claims Against Metropolitan Resolved by Risk Management During the Period  
July 1, 2022 – September 30, 2022

<b>Claimant</b>	<b>Control No. TPA No.</b>	<b>Amount of Settlement</b>	<b>Incident Description</b>	<b>Basis for Resolution</b>
Loeffler, Nicole (Plaintiff)	2021-0707-0005 027-000146	\$3,206.54	On 02/14/2021, unknown third party drove recklessly in a truck on MWD owned property behind a third-party residence, spraying rocks and debris over the home's backyard wall, and shattered its sliding glass door	Small claims judgment in favor of the Plaintiff

**ATTACHMENT C**  
 Costs Collected During the Period of  
July 1, 2022 – September 30, 2022

<b>Third Party or Cause</b>	<b>Control No. TPA No.</b>	<b>Costs Collected</b>	<b>Incident Description</b>	<b>Basis for Costs Collected</b>
Rivasestifenes, Cindy	2021-0913-0102 026-000394	\$4,750.00	On 09/13/2021, a third-party vehicle struck and damaged an MWD meter cabinet	The MWD property damage repair costs were paid in full by the third party’s insurance company
Burrell, Isaiah	2021-0818-0071 026-000390	\$13,372.99	On 08/18/2021, a third-party vehicle made a left turn and struck and damaged an MWD vehicle	The MWD property damage repair costs were paid in full by the third party’s insurance company
Bundy, Ian	2021-1214-0235 026-000413	\$3,664.42	On 12/14/2021, a third-party vehicle hydroplaned over the center divider, struck another vehicle that spun out and struck and damaged the front of an MWD vehicle	The cost to repair the MWD property damage was \$3,894.42. Because (USAA) the third-party insurance carrier disputed the value of the parts, MWD negotiated a settlement and recovered \$3,664.42.