



## Legal Group

### • September 30, 2025 Quarterly Report

#### Summary

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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, 2025 – September 30, 2025.
- ATTACHMENT B: Claims Against Metropolitan Resolved by Risk Management During the Period  
July 1, 2025 – September 30, 2025.
- ATTACHMENT C: Costs Collected During the Period  
July 1, 2025 – September 30, 2025.
- ATTACHMENT D: Property Damage Written Off as Uncollectible During the Period  
July 1, 2025 – September 30, 2025 - NONE.
- ATTACHMENT E: Accounts Receivables Written Off as Uncollectible During the Period  
July 1, 2025 – September 30, 2025.

#### 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.

##### Atkinson, Andelson, Loya, Ruud & Romo – Agreement No. 222534

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

##### Atkinson, Andelson, Loya, Ruud & Romo – Agreement No. 222539

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

##### Best Best & Krieger LLP – Agreement No. 207966

This agreement was amended this quarter to modify fee schedule.

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**Best Best & Krieger LLP – Agreement No. 226524**

Metropolitan retained the services of Special Counsel to assist the Legal Department when advising Engineering Services regarding Pure Water of Southern California agreements and solicitations.

**Davis Wright & Tremaine LLP- Agreement No. 222543**

This agreement was amended this quarter to modify fee schedule.

**Davis Wright & Tremaine LLP- Agreement No. 226526**

Metropolitan retained the services of Special Counsel to provide advice and representation regarding confidential employment-related claims.

**GeoPentech, Inc.**

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

**Hackler Flynn & Associates - Agreement No. 216059**

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

**Hausman & Sosa, LLP**

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

**Internet Law Center**

Metropolitan retained the services of Special Counsel to provide general legal advice and counseling and also review procurement contracts for legal issues and provide advice and feedback regarding terms and potential legal risks as needed.

**Katten Muchin Rosenman LLP**

This agreement was amended this quarter to modify fee schedule.

**Renne Public Law Group LLP - Agreement No. 220421**

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

**Renne Public Law Group LLP - Agreement No. 222527**

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

**Renne Public Law Group LLP - Agreement No. 226518**

Metropolitan retained the services of Special Counsel to provide legal advice and representation before the Public Employment Relations Board regarding unfair practice charge filed in the matter entitled, *American Federation of State, County & Municipal Employees, Local 1902 v. Metropolitan Water District of Southern California*, PERB Case No. LA-CE-1772-M.

**Renne Public Law Group LLP - Agreement No. 226520**

Metropolitan retained the services of Special Counsel to provide legal advice and representation before the Public Employment Relations Board regarding unfair practice charge filed in the matter entitled, *American Federation of State, County & Municipal Employees, Local 1902 v. Metropolitan Water District of Southern California*, PERB Case No. LA-CE-1776-M.

**Theodora Oringher PC**

Metropolitan retained the services of Special Counsel to provide expert advice on issues arising out of possible damage to a portion of the Santa Monica Feeder.

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**Van Ness Feldman, LLP**

This agreement was amended this quarter to modify fee schedule.

**Claims and Other Matters**

1. Between July 1, 2025 – September 30, 2025, 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

- i. Mercury Insurance Company (“Mercury”) v. Metropolitan Water District

On April 25, 2025, Mercury filed a limited jurisdiction complaint in San Bernardino County for subrogation recovery in the amount of \$3,779.26 for property damage from a motor vehicle accident. Liability was not in dispute. Metropolitan entered into a settlement agreement and release for the full amount and the lawsuit was dismissed on 10/7/2025.

- ii. Alicia Lorentzen v. Metropolitan Water District

Employee Alicia Lorentzen filed a lawsuit in Los Angeles County Superior Court in August 2023, alleging two equal employment opportunity-based causes of action under the Fair Employment and Housing Act: retaliation and failure to prevent retaliation. Trial was set for July 2025. Following discovery, Metropolitan filed a motion for summary judgment or, in the alternative, summary adjudication, requesting pre-trial dismissal of the case. In June 2025, the court granted Metropolitan’s motion for summary judgment. The court entered final judgment in Metropolitan’s favor in July 2025. In August 2025, the parties reached an agreement in which Lorentzen waived her right to appeal the judgment and Metropolitan waived its right to seek costs. No financial or confidential terms exist, no corrective action was taken, and the employee is still employed at the District. EEO issues were implicated.

- b. Workers’ Compensation Matters

Workers’ Compensation claims settled by the General Manager and the General Counsel within this past quarter are reported on 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. Accounts Receivables written off as uncollectible by the General Manager within this past quarter are reported on Attachment E.

**ATTACHMENT A**  
 Workers' Compensation Matters Resolved During the Period  
July 1, 2025 – September 30, 2025

<b>Classification</b>	<b>Control No.</b>	<b>Date of Injury</b>	<b>Amount of Settlement</b>	<b>Nature of Injury</b>	<b>Basis for Settlement</b>
O & M Tech IV-Coater	2019-0827-0107 ADJ20289024	6/27/2019	\$5,220.00	Orthopedic/Other (Bilateral Feed) (left foot & right foot)	Stipulation with Request for Award

**ATTACHMENT B**  
 Claims Against Metropolitan Resolved by Risk Management During the Period  
July 1, 2025 – September 30, 2025

<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>
Sanchez, Amalia	2024-0626-0545 GHC0073691	\$701.40	On 06/25/2024, an MWD vehicle struck and damaged the passenger side mirror 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
Quesada, Jady	2024-0209-0310 GHC0069107	\$7,000.00	On 02/09/2024, an MWD vehicle struck and damaged the left rear quarter panel of the third-party vehicle and caused bodily injury, while merging into the left turn lane	The third-party presented a bodily injury claim in the amount of \$500,000. A settlement was negotiated for \$7,000.00 and executed based on an analysis of reasonable treatment costs consistent with the degree of impact and injury.
Nguyen, Dung	2024-0403-0398 GHC0070499	\$548.82	On 04/02/2024, an MWD vehicle, while backing up, struck and damaged the driver side rear quarter panel of a third-party vehicle	The third-party out of pocket rental expense claim was settled based upon an evaluation of the rental invoice and usage time while the vehicle was in the repair shop
Sens, Bruce	2025-0529-0490 GHC0084820	\$504.40	On 5/29/2025, MWD landscape operations working on adjacent MWD property kicked up rocks which flew over a wall around the third-party property, struck and broke a third-party residential window	The third-party property damage claim was settled based upon an evaluation of the damage, and replacement cost
Vega, Cathy & Roxanna	2023-1004-0155 GHC0064105	\$7,373.50	On 10/4/2023, an MWD vehicle struck and damaged the front end of a third-party vehicle, while backing up	The third-party property damage claim was settled based upon an evaluation of the accident, impact, damage, and repair cost

**ATTACHMENT B**

Claims Against Metropolitan Resolved by Risk Management During the Period  
July 1, 2025 – September 30, 2025

Lin, Tao Yuan	2024-1120-0198 GHC0078590	\$2,727.61	On 11/19/2024, an MWD maintenance hole cover blew off, caused by forced air, while refilling a pipeline, and the third-party vehicle sustained damaged to the undercarriage, tires and rims while driving over the opening.	The third-party property damage claim was settled based upon an evaluation of the accident, impact, damage, and repair cost
Diller, Lilly	2024-1127-0208 GHC0078836	\$17,000.00	On 11/27/2024, an MWD vehicle and third-party vehicle collided in the intersection and the third party sustained bodily injury	The third-party presented a bodily injury claim in the amount of \$125,000. A settlement reduction was negotiated based upon an evaluation of the injury treatment costs.

**ATTACHMENT C**  
 Costs Collected During the Period of  
July 1, 2025 – September 30, 2025

<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>
Lopez, Adam	2022-0426-0450 026-00046	\$7,640.66	On 4/25/2022, a third-party struck an above ground VVAR and cabinet	The MWD property damage repair costs were paid in full by the third-party's insurance company

**ATTACHMENT E**  
Accounts Receivable Written Off as Uncollectible During the Period of  
July 1, 2025 – September 30, 2025

<b>Invoice Date</b>	<b>Invoice Number</b>	<b>Customer Name</b>	<b>Amount Written off</b>	<b>Brief Description</b>	<b>Basis for Write-Off</b>	<b>Date Written Off</b>
10/19/23	49221	Los Angeles Community College District	\$17.75	Late Fee	Amount Uncollectible	7/29/25