



Legal Group

- **March 31, 2025 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, 2025 – March 31, 2025.
- ATTACHMENT B: Claims Against Metropolitan Resolved by Risk Management During the Period
January 1, 2025 – March 31, 2025.
- ATTACHMENT C: Costs Collected During the Period
January 1, 2025 – March 31, 2025.
- ATTACHMENT D: Property Damage Written Off as Uncollectible During the Period
January 1, 2025 – March 31, 2025 - NONE.
- ATTACHMENT E: Accounts Receivables Written Off as Uncollectible During the Period
January 1, 2025 – March 31, 2025 - 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:

Albright, Yee & Schmit, APC – Agreement No. 222524

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

Albright, Yee & Schmit, APC – Agreement No. 222536

Metropolitan retained the services of Special Counsel in connection with a confidential matter.

Albright, Yee & Schmit, APC – Agreement No. 222542

Metropolitan retained the services of Special Counsel in connection with a confidential matter.

Atkinson, Andelson, Loya, Ruud & Romo - Agreement No. 222533

Metropolitan retained the services of Special Counsel to represent an employee in connection with a misconduct investigation.

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Atkinson, Andelson, Loya, Ruud & Romo - Agreement No. 222534

Metropolitan retained the services of Special Counsel to represent an employee in connection with an Ethics Office investigation being conducted by an outside law firm.

Atkinson, Andelson, Loya, Ruud & Romo - Agreement No. 222539

Metropolitan retained the services of Special Counsel to provide legal advice and counseling regarding California Public Records Act issues.

CBIZ Search LLC

This agreement was amended this quarter to acknowledge Consultant's name change from Marcum Search LLC to CBIZ LLC and to transfer all rights, responsibilities, liabilities and, interests of Consultant under the agreement from Marcum Search LLC to CBIZ LLC, to continue the terms and conditions of the agreement. Metropolitan also desires to amend agreement to modify Article 25 regarding Notices.

Crimson Vista, Inc.

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

Davis Wright & Tremaine LLP – Agreement No. 220424

This agreement was amended this quarter to modify the notices section.

Debra L. Reilly, A Professional Law Corporation – Agreement No. 216066

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

Debra L. Reilly, A Professional Law Corporation – Agreement No. 222545

Metropolitan retained the services of Consultant to provide analysis and investigative legal services related to the Government Code Claim filed on behalf of an employee.

Debra I. Reilly, A Professional Law Corporation – Agreement No. 222550

Metropolitan retained the services of Consultant to provide analysis and investigative legal services related to the Government Code Claim filed on behalf of an employee.

Erin Joyce Law PC

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

Glaser Weil Fink Howard Jordan & Shapiro LLP

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

Hazen and Sawyer

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

Internet Law Center - Agreement No. 200478

This agreement was amended this quarter to modify the notices section.

Internet Law Center - Agreement No. 201875

This agreement was amended this quarter to modify the notices section.

Kutak Rock LLP

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

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Lesnick Prince & Pappas LLP

Metropolitan retained the services of Special Counsel to provide legal advice on the bankruptcy matters related to PFAS contamination claims, Kidde-Fenwal Bankruptcy.

Liebert Cassidy Whitmore

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

Melanie Ross Law P.C.

Metropolitan retained the services of Special Counsel to represent an employee at their deposition in the matter entitled, *Ryan Tiegs v. Metropolitan Water District of Southern California*, Riverside County Superior Court Case No. CVPS2306176.

Nixon Peabody LLP

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

Redwood Public Law, LLP

Metropolitan retained the services of Special Counsel to provide legal advice and assistance regarding California Public Records Act issues, open meeting laws (i.e., Ralph M. Brown Act), and to defend Metropolitan in litigation in the event Metropolitan is challenged.

Renne Public Law Group LLP - Agreement No. 222527

Metropolitan retained the services of Special Counsel to provide legal advice and representation before the Public Employment Relations Board regarding the unfair practice charge filed in the matter entitled, *Supervisors Association of the Metropolitan Water District of Southern California v. Metropolitan Water District of Southern California*, PERB Case No. LA-CE-1745-M.

Renne Public Law Group LLP - Agreement No. 222528

Metropolitan retained the services of Special Counsel to provide legal advice and representation before the Public Employment Relations Board regarding the 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-1746-M.

Shaw Law Group, PC

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

Sheppard Mullin Richter & Hampton LLP

Metropolitan retained the services of Special Counsel to provide legal representation, advice and consultation in the litigation entitled, *Daffney Iverson v. Metropolitan Water District of Southern California, Shaw HR Consulting, Jesse Franco, and DOES 1 through 100, inclusive*, Los Angeles County Superior Court Case No. 24STCV29984.

Susan Woolley - Agreement No. 222546

Metropolitan retained the services of Consultant to provide analysis and investigation management services related to claims filed on behalf on an employee.

Susan Woolley - Agreement No. 222549

Metropolitan retained the services of Consultant to provide analysis and investigation management services related to claims filed on behalf on an employee.

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Claims and Other Matters

Between Claims and Other Matters

1. Between January 1, 2025 – March 31, 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

Metropolitan entered into the following settlement agreements within this past quarter:

- i. A disciplinary related settlement was signed on 2/6/2025 which involved an employee. No EEO issues were implicated and the settlement did not include any confidential terms nor any financial award. Corrective action was taken and was included as part of the settlement. Employee is still employed at the District. The settlement involved a demotion and temporary transfer as a result of performance issues.

Metropolitan Resolved the following Hearing Officer Appeals within this past quarter:

- i. AFSCME Local 1902 v MWD – Hearing Officer Appeal

In this hearing officer appeal matter, Local 1902 contended that Metropolitan improperly removed one of their members from the standby rotation. Metropolitan disputed Local 1902's contentions. After extensive negotiation, the parties agreed to resolve this matter by MWD issuing a lump sum payment of \$4,116.96 to the employee. In exchange, AFSCME withdrew the pending hearing officer appeal and withdrew a related complaint with the Public Employee Relations Board, thereby resolving both matters.

- ii. AFSCME Local 1902 v MWD – Hearing Officer Appeal

In this hearing officer appeal matter, Local 1902 contended that MWD improperly denied per diem pay to one of their members. MWD disputed Local 1902's contentions. After negotiating, the parties agreed that MWD would pay the grievant \$5,750. In exchange, Local 1902 withdrew the hearing officer appeal.

Metropolitan Resolved the following PERB Complaint within this past quarter:

- i. AFSCME Local 1902 v. MWD – PERB Complaint

In this PERB charge, AFSCME contended that MWD took unilateral action and failed to meet and confer before changing the standby rotation for a work team at a desert facility. Metropolitan disputed the contention. After reviewing AFSCME's charge, PERB issued a complaint and the matter was set to progress to informal conference. As part of a settlement of a related hearing officer appeal, AFSCME agreed to withdraw the PERB charge.

- 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.

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- 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 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, 2025 – March 31, 2025

Classification	Control No.	Date of Injury	Amount of Settlement	Nature of Injury	Basis for Settlement
Power Planning Specialist	ADJ17814797	CT 8-21-1995-12-1-2018	\$25,000	Orthopedic/Other (Neck, Back, Ankle, Left Shoulder, Sinus)	Compromise and Release
Construction Inspector	2019-0408-0493 ADJ12479274 ADJ16958585	4-1-2019	\$125,000	Ortho (back, legs, hips) Internal Medicine: Digest System Death	Compromise and Release

ATTACHMENT B
 Claims Against Metropolitan Resolved by Risk Management During the Period
January 1, 2025 – March 31, 2025

Claimant/ Third-Party	Control No. TPA No.	Amount of Settlement	Incident Description	Basis for Resolution
Allstate ASO Isabel Marta Lomas	2023-0511-0417 027-000193	\$7,600.00	On 05/11/2023, an MWD vehicle struck and damaged the left side of a third-party vehicle in an intersection, while the traffic signal was out of service.	Third-party presented a claim for damage and rental in the amount of \$11,626.89. The investigation determined that liability was comparative and MWD negotiated a reduced settlement
Manjarres, Fausto	2025-0121-0267 GHC0081315	\$851.76	On 01/21/2025, a strong gust of wind blew an MWD vehicle service door out of the employee's grasp, and it struck and damaged the rear passenger side door 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.

ATTACHMENT C
Costs Collected During the Period
January 1, 2025 – March 31, 2025

Third Party or Cause	Control No. TPA No.	Costs Collected	Incident Description	Basis for Costs Collected
Kemper Insurance for Ruben Sotelo	2024-0501-0451 GHC0076252	\$6,156.85	On 04/22/24, a third-party vehicle struck and damaged a section of MWD chain-link fence.	The property damage claim was paid in full by the third-party's insurance carrier.
Travelers Auto for Closet World	2024-1022-0167 GHC0077438	\$2,916.88	On 10/22/2024, a third-party vehicle merged into the Fastrack lane and struck and damaged the right side of the MWD vehicle	The property damage claim was paid in full by the third-party's insurance carrier