



THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

# Board Report

## Legal Department

### • June 30, 2024 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  
April 1 – June 30, 2024.
- ATTACHMENT B: Claims Against Metropolitan Resolved by Risk Management During the Period  
April 1 – June 30, 2024.
- ATTACHMENT C: Costs Collected During the Period  
April 1 – June 30, 2024.
- ATTACHMENT D: Property Damage Written Off as Uncollectible During the Period  
April 1 – June 30, 2024 - NONE.
- ATTACHMENT E: Accounts Receivables Written Off as Uncollectible During the Period  
April 1 – June 30, 2024 - 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:

##### **Albright, Yee & Schmit, APC**

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

##### **BDG Law Group, A Professional Corporation**

Metropolitan retained the services of Special Counsel to provide legal representation, advice and consultation in 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.

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### **Best Best & Krieger, LLP**

Metropolitan retained the services of Special Counsel to assist the Legal Department when advising Engineering Services regarding progressive -design build agreements and solicitations.

### **Castaneda + Heidelman LLP**

Metropolitan retained the services of Consultant in connection with a confidential employment matter.

### **Crimson Vista, Inc.**

Metropolitan retained the services of Consultant to provide expert witness services concerning the analysis and review of (a) Plaintiff's trade secret identification, (b) Plaintiff's software code and documentation comprising OnSITE, and, (c) Metropolitan's software and documentation that allegedly misappropriated Plaintiff's purported trade secrets.

### **Hausman & Sosa, LLP**

Metropolitan retained the services of Special Counsel to provide legal representation, advice and consultation in the litigation entitled, *Harold Jones v. Metropolitan Water District of Southern California, and Does 1 through 50, inclusive*, Los Angeles County Superior Court case No. 23STCV28217.

### **Horvitz & Levy, LLP**

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. (N/k/a EIDP, Inc.), et al.*, Matter No. 2:23-cv-03230-RMG. This agreement was also amended this quarter to reflect an increase in the maximum amount payable.

### **Kinectrics AES Inc.**

Metropolitan retained the services of Consultant to perform root cause analysis and expert witness testimony/advice on contractor claims related to the Colorado River Aqueduct 6.9 kV Power Cable Replacement Project.

### **Lieff Cabraser Heimann & Berstein, LLP**

Metropolitan retained the services of Special Counsel to consult with attorneys regarding Federal Rules of Civil Procedure 23 law and procedures, including district court intervention procedure, appellate deadline timing, the settlement agreements' release provisions, and related strategies with regard to *In re: Aqueous Film-Forming Foams Products Liability Litigation*, Master Docket No. 2:18-mn-2873-RMG, and any related proceedings. This agreement was also amended this quarter to reflect an increase in the maximum amount payable.

### **Marcum Search LLC**

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

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

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

### **Ryan & Associates**

This agreement was amended this quarter to modify the fee schedule and update language in Article 23 regarding Conflict of Interest.

## **Claims and Other Matters**

1. Between April 1, 2024 – June 30, 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. Metropolitan resolved the following grievances within this past quarter:

On May 17, 2024, Metropolitan settled a grievance for \$4,006.00 due to a change in hourly rate during a temporary promotion. No EEO issues were implicated. The individual is still employed by the District. There are no confidential terms in the agreement. No corrective action necessary.

On February 9, 2024, Metropolitan settled a grievance regarding an employee's desert remote location pay resulting in a \$6000.00 payment in April 2024. No EEO issues were implicated. The individual is still employed by the District. There are no confidential terms in the agreement. No corrective action necessary.

#### ii. Metropolitan resolved the following Public Employment Relations Board matter:

On June 20, 2024, Metropolitan settled a PERB charge resulting in a written warning instead of a 1-day suspension. Also resulting in the return of 1 day of pay. Discipline is/was related to an EEO matter. The individual is still employed by the District. There are no confidential terms in the agreement. The discipline and the training required by the discipline provided the necessary corrective action.

### 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.

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  
April 1 – June 30, 2024

Classification	Control No.	Date of Injury	Amount of Settlement	Nature of Injury	Basis for Settlement
Mechanical Apprentice	2020-1028-0191	10-22-2020	\$17,545.00 plus cost of future medical care for the injury	Left shoulder injury	Stipulation with Request for Award
O&M Tech II	2019-0411-0502	3/18/2019 3/26/2019 7/10/2019	\$24,795.00 plus cost of future medical care for the injury	Left shoulder injury	Stipulation with Request for Award
O&M Tech III	2020-1208-0239	12/08/2020	\$0, plus cost of future medical care for the injury	Right knee and left hand	Stipulation with Request for Award

**ATTACHMENT B**  
 Claims Against Metropolitan Resolved by Risk Management During the Period  
April 1 – June 30, 2024

<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>
Rajab, Amir	2024-0229-0337 GHC0069153	\$4,183.22	On 02/29/2024, equipment came loose from an MWD vehicle, and struck and damaged the hood of the third party vehicle	The third party property damage claim was settled based upon an evaluation of the accident facts, impact, damage, and repair estimate
Calpack Foods	2023-1207-0235 GHC0066329	\$448.31	On 12/01/2023, the third party business shipping driveway was partially blocked by MWD work causing a loss of revenue, and required the business to rent a smaller vehicle (that could access the driveway) to fulfill orders	The third party loss claim was settled based upon an investigation of the incident, and submission of the vehicle rental invoice

**ATTACHMENT C**  
 Costs Collected During the Period  
April 1 – June 30, 2024

Third Party or Cause	Control No. TPA No.	Costs Collected	Incident Description	Basis for Costs Collected
Herrera, Eddy	2022-1020-0145 026-000492	\$24,800	On 10/15/2024, a third party vehicle struck and damaged 20 feet of MWD fencing	The property damage claim was paid in full by the third party's insurance carrier
Adams Jr., James c/o Interinsurance Exchange of the Automobile Club	2022-0512-0473 026-000451	\$1,409.37	On 05/10/2022, a third party vehicle struck and damaged MWD K-rail	The claimant was ordered to pay restitution and the the property damage claim was paid in full by the third party's insurance carrier