

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
(WESTERN DIVISION - LOS ANGELES)

JEFFREY POWERS, ET AL,	)	CASE NO: 2:22-cv-08357-DOC-KS
	)	
Plaintiffs,	)	CIVIL
	)	
vs.	)	Los Angeles, California
	)	
DENIS RICHARD MCDONOUGH,	)	Friday, October 11, 2024
ET AL,	)	(8:32 a.m. to 9:13 a.m.)
	)	(9:38 a.m. to 9:43 a.m.)
Defendants.	)	(1:21 p.m. to 3:04 p.m.)
<hr/>	)	(3:53 p.m. to 3:59 p.m.)

HEARING ON INJUNCTIVE RELIEF  
BEFORE THE HONORABLE DAVID O. CARTER,  
UNITED STATES DISTRICT JUDGE

APPEARANCES:   SEE PAGE 2

Court Reporter:   Recorded; CourtSmart

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Also present:

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STEVE SOBOROFF  
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1 Los Angeles, California; Friday, October 11, 2024; 8:32 a.m.

2 --oOo--

3 **THE COURT:** So, Counsel, when we go on the record, if  
4 you'd be kind enough to state your names just because we're on  
5 CourtSmart. And we'll call the case to order. Let me just  
6 indicate that all counsel are present except co-counsel for the  
7 Plaintiff. He's not able to be with us today. And I'd like to  
8 take up the matter of Brentwood School first if that's  
9 possible.

10 **THE CLERK:** Counsel, can we have your appearances,  
11 please?

12 **MR. SILBERFELD:** Sure. Roman Silberfeld for the  
13 Plaintiffs.

14 **MS. PIAZZA:** Amelia Piazza for the Plaintiffs.

15 **MR. ROSENBERG:** Brad Rosenberg from the Department of  
16 Justice for the Federal Defendants.

17 **MR. KNAPP:** Cody Knapp for the Federal Defendants.

18 **MR. MILLER:** Good morning, Your Honor, Skip Miller  
19 appearing specially for Brentwood School.

20 **MR. MCCORMICK:** Sean McCormick for the Intervenor  
21 Bridgeland.

22 **THE COURT:** Concerning Brentwood School, do you have  
23 any information for the Court? I've gotten as much information  
24 as possible from the Special Master but we're not certain where  
25 the parties are at the present time.

1           **MR. SILBERFELD:** I can update the Court.

2           **THE COURT:** Okay.

3           **MR. SILBERFELD:** On Tuesday afternoon, I think it  
4 was, we sent the last and virtually final version of the  
5 settlement agreement between Brentwood, the Plaintiffs and VA  
6 to VA counsel. We had a call yesterday afternoon to go over  
7 that agreement. There are five points of contention that are  
8 not agreed to. Three of them we think we can solve with  
9 language changes which, frankly, should be pretty easy. Two of  
10 them are deal-breakers, as we were told by the Government. And  
11 perhaps Mr. Rosenberg can address those.

12           **MR. ROSENBERG:** Good morning, Your Honor, Brad  
13 Rosenberg from the Department of Justice on behalf of the  
14 United States. One small correction, the -- we received the  
15 latest draft of the settlement agreement on Wednesday  
16 afternoon. We did -- no, it's -- but the days all have blurred  
17 together during this past week and actually during the past  
18 couple of months, if I'm being completely candid.

19           As Mr. Silberfeld said, there were five issues that  
20 we identified to Plaintiffs' counsel and counsel for Brentwood  
21 during a call yesterday afternoon. I tend to agree that three  
22 of those issues, while significant, are issues that could  
23 likely be worked out. The two issues, however, that we've  
24 appeared to have reached an impasse on concern a paragraph in  
25 the settlement agreement regarding Court oversight and that's

1 something that we discussed with the Court on Tuesday afternoon  
2 or Tuesday morning.

3 **THE COURT:** Well, why don't you restate that so I  
4 know your position on both -- from both parties?

5 **MR. ROSENBERG:** Sure. So in the current draft of the  
6 settlement agreement, there is a paragraph that provides for  
7 robust Court oversight of not only the implementation of the  
8 proposed settlement agreement but also virtually all aspects of  
9 this Court's September 6th findings of fact, conclusions of law  
10 and legal opinion.

11 Now, the Government recognizes that the Court has  
12 made clear on many occasions that it intends to exercise  
13 oversight and we, of course, reserve our right to object to  
14 that to the extent that is part of a Court order that the Court  
15 ultimately implements, be it part of the September 6th decision  
16 or a final judgment that the Court may ultimately enter. And  
17 to be clear, we do object to that.

18 But it's one thing for the Court to make its own  
19 determination that it's going to exercise oversight over the  
20 Government's objections. It's another thing for the Government  
21 to voluntarily agree as part of a settlement to that oversight.  
22 And I've previously referred to the level of approval that's  
23 required to enter into that type of agreement. It is a very  
24 big lift, to put it colloquially, but it's also not something  
25 that I think the Government can voluntarily agree to.

1           And I want to be clear about something and if the  
2 Court takes away nothing else from what I'm saying here and  
3 everyone in the audience takes away nothing else from what I  
4 say here, they should listen to this.

5           The Government, and particularly the Department of  
6 Veterans Affairs, is not opposed to providing housing and  
7 housing-related services to veterans but much of what we have  
8 been in this court and discussing, whether through the trial or  
9 whether through our many post-trial meetings, concern the  
10 question of how those services can best be provided.

11           And it's a fundamental principal of the Government  
12 and the Government's position here that VA as an agency is in  
13 the best position to make determinations about the provision of  
14 those services and the management of its own operations in  
15 providing those necessary services to veterans. And it is in a  
16 better position to make those decisions than having an outside  
17 or external manager effectively managing the agency's  
18 operations.

19           And in many respects, that's just a structural issue  
20 regarding how the Government operates and it's been a  
21 fundamental issue throughout the case and I think that's part  
22 of why the paragraph that's currently in the settlement  
23 agreement that goes far beyond any of the provisions regarding  
24 the Brentwood School is something that the Government cannot  
25 agree to.

1           The other paragraph that is a significant problem in  
2 the current version of the Brentwood settlement agreement is a  
3 paragraph concerning an appeal or a potential appeal. And I  
4 hate to sound like a broken record but I'll say it again just  
5 so that the record on each individual day's proceedings is  
6 clear.

7           A decision on whether to appeal a decision by this  
8 Court is a decision reserved for the Solicitor General of the  
9 United States. And there's -- the Solicitor General is  
10 entitled to 60 days from the date of the issuance of an  
11 appealable order to make that decision and I believe that's  
12 Federal Rule of Appellate Procedure 4.

13           And there's a reason why the Solicitor General is  
14 afforded that time because the Solicitor General has to make a  
15 decision about what's in the interest of the United States and  
16 particularly in a complex case such as this that has many  
17 different claims that are cross-cutting and overlapping. I  
18 need to be able to provide the Solicitor General with the space  
19 to be able to make an informed decision.

20           The current version of the settlement agreement would  
21 restrict the Government's rights to take an appeal. I think  
22 there is a little bit of a disagreement between the parties  
23 about what the intended scope of that provision is. I don't  
24 think that -- I think Plaintiffs view the scope being a little  
25 bit more narrowly and limited to Brentwood School. The

1 Government views the current language as being a bit broader in  
2 its scope.

3 But regardless, because of the interplay of the  
4 issues involved, at this time at least because a decision on  
5 appeal has not yet been made, the Government cannot enter into  
6 a settlement agreement at least with language in that paragraph  
7 that could potentially bind the ability of the Solicitor  
8 General to make a decision regarding any appeal.

9 **THE COURT:** Okay. Thank you.

10 Any comments from the Plaintiff? And then let me  
11 turn to Brentwood School.

12 **MR. SILBERFELD:** Let me begin, Your Honor, with what  
13 counsel ended with which is a reference to Paragraph 30 of the  
14 draft settlement agreement. It's short. Let me read it.

15 **THE COURT:** Could we also put that up?

16 **MR. SILBERFELD:** Sure.

17 **THE COURT:** I'm literally getting last-moment input  
18 as late as this morning. So --

19 **MR. SILBERFELD:** Just warm it up.

20 **(Court conferred with clerk)**

21 **THE COURT:** And let's blow that up so we can see it.

22 **MR. SILBERFELD:** Okay. Is that better?

23 **THE COURT:** Yeah, okay. I can see it. Thank you,  
24 Counsel.

25 **MR. SILBERFELD:** So Paragraph 30 of the proposed



1 agreement provides as follows. "Except as to the rights of  
2 Brentwood School under Paragraph 10, the parties" --  
3 and the parties to this agreement, Your Honor, as  
4 framed would be the Plaintiffs, Brentwood and the  
5 VA -- "the parties to this agreement specifically  
6 waive any and all rights to post-trial motions,  
7 motions for reconsideration, motions to intervene and  
8 rights of appeal or extraordinary relief from a  
9 revealing court. As a material term of this  
10 agreement" -- and this is the important part -- "with  
11 reference to this settlement, at any of the Court's  
12 findings of fact, conclusions of law, the Court's  
13 post-trial opinion and any emergency orders issued by  
14 the Court that refer to the factual background of the  
15 former Brentwood leased premises."

16 Now, I wrote that and maybe I wasn't as artful as I  
17 might be all I was trying to accomplish with respect to  
18 Paragraph 30 was that we didn't want VA, if they agreed to this  
19 settlement, which they can do if they wish, agreeing to the  
20 settlement and the next day filing a notice of appeal about the  
21 orders referable to Brentwood which would have the effect of  
22 preventing Brentwood or allowing Brentwood not to make the  
23 payment that is called for by the settlement agreement.

24 And if we have a two-year delay in the receipt of  
25 that money, that pretty much guts the point of the settlement

1 to begin with. And so this was intended to be a carve-out of  
2 only post-trial and appellate rights that the Government would  
3 have referable to Brentwood and if we added a sentence or two  
4 that said all other appellate remedies are preserved, that's  
5 fine with me.

6 But the purpose of this paragraph standing alone was  
7 simply to say, if you enter into this settlement, we're going  
8 to proceed with the terms of the settlement. Brentwood will  
9 pay its money. It will get the releases it's entitled to and  
10 we will all move on hopefully to put some temporary housing on  
11 the campus in relatively short order.

12 That's what Paragraph 30 is about and as I say, I'm  
13 more than happy to add some more language, change some words  
14 but that's the intent and I explained that to counsel  
15 yesterday. He still has a different point of view but that's  
16 fine.

17 The other provision is the one about Court oversight.  
18 And this is Paragraph 2.4. It's fairly long. I won't read it  
19 although I'm happy to go over it in detail with the Court. I  
20 wrote this paragraph, too, and I did it for a very specific  
21 reason. We do not want -- the Court does not a repeat of the  
22 *Valentini* (phonetic) case and, fundamentally, that's what this  
23 is about.

24 We did not put in here anything that requires the VA,  
25 for example, to seek permission of the Court or the monitor

1 before they take any action. I could have put that in, didn't  
2 put that in.

3 Instead, this is an opportunity for the Court and the  
4 monitor at a granular level, to be sure because that's what's  
5 required here given the history. It allows the Court and the  
6 monitor at a granular level to look at what VA is doing with  
7 respect to the provision of temporary and permanent support of  
8 housing and adjust what VA does.

9 VA is not, with all due respect to Mr. Rosenberg, in  
10 the best position to make these decisions anymore. They've  
11 given up that right based on decades of mismanagement on this  
12 topic. And so this part is critically important to the  
13 Plaintiffs, especially in light of the fact that the Court has  
14 urged us to agree, as we have done, that the proceeds that  
15 Brentwood will provide now and into the future go to the VA for  
16 their use and management.

17 It can't go to the VA for their use and management  
18 without granular, specific oversight by this Court, by the  
19 monitor or by a subsequent Court because hopefully if all goes  
20 well, this will be a set of renewable leases that go on for a  
21 very long time.

22 And if they go on for a very long time, this  
23 provision is crucial to making sure that this Court or some  
24 other Court in the future looks at this agreement and  
25 understands that the Court at a granular and detailed level is

1 allowed to look into the operations of VA referable to housing  
2 and make decisions and adjustments as needed. That's where we  
3 are.

4 **THE COURT:** I want to pay courtesy to Brentwood  
5 School in just a moment but before that, Brad, do you have any  
6 other comments about this?

7 **MR. ROSENBERG:** Thank you, Your Honor, Brad Rosenberg  
8 from the Department of Justice. I think I've set forth the  
9 Government's position and at the end of the day, this is -- and  
10 the decision to enter into any settlement agreement obviously  
11 has to be voluntary on the part of parties and one complicating  
12 factor here is when the Government settles a case, the review  
13 process is somewhat complicated.

14 But focusing for a moment on Paragraph 2.4, which is  
15 currently up on the court's screen, the sweep of this provision  
16 is remarkable. It goes far beyond the Brentwood School. It  
17 provides that the parties acknowledge and consent to the  
18 Court's regular and periodic review of VA compliance with the  
19 terms of the settlement agreement, the VA's compliance with the  
20 Court's post-trial opinion, all of it, and any and all  
21 emergency orders issued subsequent to the Court's post-trial  
22 opinion which could include any orders that the Court may issue  
23 in the future.

24 It requires VA to make witnesses available without  
25 identifying who those witnesses, their level of seniority. It

1 could be apex witnesses, for example. It could be witnesses  
2 located far outside this Court's jurisdiction. And it requires  
3 that those witnesses or other individuals be made available at  
4 hearings and the parties appear for hearings on three business  
5 days' notice.

6 Again, to be clear, and standing here as a Department  
7 of Justice attorney in this courtroom, number one, the  
8 Government will always make all efforts to comply with any  
9 orders that this Court may issue subject to, of course,  
10 obtaining relief from either this Court or from another Court.

11 **THE COURT:** Okay.

12 **MR. ROSENBERG:** Number two, the Government recognizes  
13 that the Court has issued a decision and that the Court may  
14 choose to exercise its equitable powers over the Government's  
15 objections but as I said before, it's another thing entirely  
16 for the Government to voluntarily agree to these terms.

17 And standing here now, the Government cannot agree to  
18 these terms and it has nothing to do with the provision of  
19 services to veterans because, again, the Department of Veteran  
20 Affairs is committed to serving veterans and to doing its best  
21 to try to resolve homelessness in the Greater Los Angeles area.

22 I appreciate Plaintiffs' counsel's point of view and  
23 perhaps even this Court's point of view as reflected in its  
24 prior decision but because we are currently in that window of  
25 time where the Solicitor General has the right to evaluate what

1 appeal options, if any, to exercise, it would be premature to  
2 enter into an agreement that would bind the Government in a  
3 manner that this settlement agreement currently does.

4 **THE COURT:** Let me turn to Brentwood School. And I  
5 appreciate your input.

6 **MR. MILLER:** Thank you and good morning, Your Honor.

7 **THE COURT:** Good morning.

8 **MR. MILLER:** Skip Miller appearing for Brentwood  
9 School. I have two points and I'll be succinct. First of all,  
10 Brentwood School has no problems with the substance of this  
11 agreement. There are no issues for us. Okay. We're past all  
12 that. There is -- my second point is that there's a clause in  
13 this agreement that neither counsel brought up. It's Paragraph  
14 20 and it's very short.

15 I'll just read it. It says -- it's titled --

16 **THE COURT:** Well, put it up on the --

17 **MR. MILLER:** Okay.

18 **THE COURT:** Now, both -- all of you have been working  
19 for days on this. I'm looking at it very quickly.

20 **MR. MILLER:** Here it is. It's 20. It's right at the  
21 top of the screen.

22 **THE COURT:** Yeah. I was about to raise this. I  
23 didn't know you had that provision and I'm wondering why this  
24 potentially doesn't resolve it.

25 **MR. MILLER:** Well, that -- I mean, I don't want to

1 take a side in this. This is --

2 **THE COURT:** Well, let me ask all of you. Before we  
3 go any further, if I wrote injunctive relief now, of course,  
4 that relief would be broad and I would have jurisdiction. The  
5 Government though has to be concerned about the breadth of that  
6 because it's the unknown out there also. How does this affect  
7 your right to appeal eventually? And you have the right to  
8 appeal.

9 And so I do understand the concern on the  
10 Government's part about the broad wording. So two options --  
11 well, first of all, let me hear from the Special Master.

12 John, do you have any comments? Let's just be  
13 transparent and we'll think out loud and don't hold us to what  
14 we're saying because we haven't gone back in chambers. So  
15 let's just have this discussion transparently for a moment.  
16 Your thoughts?

17 **MR. HEUSTON:** My comments are a couple questions more  
18 directed to the Government. The Government seemed to indicate  
19 that there could be a phrasing of the paragraph referencing the  
20 jurisdiction of the Court and the breadth of it that they might  
21 be able to live with. And I wanted some additional  
22 clarification as to why the Government was construing the  
23 oversight responsibilities laid out in that paragraph as the  
24 equivalent of management as opposed to oversight. So those  
25 points of clarification would be useful.

1           **THE COURT:** Brad.

2           **MR. ROSENBERG:** So Brad Rosenberg from the Department  
3 of Justice. On the second point, we are struggling with the  
4 difference between management and oversight but we view the way  
5 that that Paragraph 2.4 is currently written to be functionally  
6 the equivalent of management.

7           But regardless of how it's framed, I don't think that  
8 distinction makes a difference from the Government's  
9 perspective on whether or not it can voluntarily or should  
10 voluntarily enter into an agreement that would bind the agency  
11 in a way that it would not otherwise be bound as opposed to the  
12 Court imposing its jurisdiction without the Government's  
13 agreement to that form of management or oversight.

14           **MR. HEUSTON:** Okay. Just one more clarifying  
15 question, if I may. So let's just assume you did agree and  
16 this process went forward and there were reports and  
17 recommendations to the Court. The Court might implement an  
18 order that's not outlined and it's not contemplated by the  
19 parties. The Court could implement an order and at that time,  
20 I think if the order came forward and you didn't like what was  
21 being ordered, you could still appeal some aspect of the order  
22 that came pursuant to the oversight provisions contemplated in  
23 the settlement agreement.

24           In other words, the VA would retain the right to  
25 potentially challenge orders that might arise out of the



1 oversight provisions. So, in effect, this would not be a  
2 signing off of the VA to anything the Court might do down the  
3 road. It's simply acknowledging that there shall be oversight  
4 and processes later in this -- as contemplated in the  
5 agreement.

6 **MR. ROSENBERG:** So I think the challenge there is  
7 Paragraph 30 would operate to waive the Government's ability to  
8 appeal. So I don't -- and let me ask a clarifying question.  
9 Are you referring to a decision, for example, by a Special  
10 Master such as yourself to the District Court judge or a  
11 decision -- an order issued by a District Court judge that  
12 could then potentially be appealed to the Ninth Circuit?

13 If it's the latter, I think Paragraph 30 would  
14 preclude the Government from challenging or appealing any order  
15 that relates to -- certainly that relates to the Brentwood  
16 School even if it doesn't sweep more broadly than that. So I  
17 don't think that there would be an appeal option.

18 **MR. HEUSTON:** Okay. Well, again, I'll stop after  
19 this question but if Paragraph 30 were amended to allow you to  
20 retain some sort of right to appeal in that secondary situation  
21 for potential Ninth Circuit review, that might resolve your  
22 issues because I don't think anyone is contemplating that I am  
23 issuing any orders. There would be recommendations to the  
24 Court. The Court would probably have a hearing, listen to some  
25 dispute and potentially issue an order.

1           The aspects of the order if you didn't like it and it  
2 couldn't be resolved, I would think, might be appealable to the  
3 Ninth Circuit and there could be a provision there that allows  
4 that.

5           **MR. ROSENBERG:** So I have learned in my experience to  
6 never say "never" and I think where Mr. Miller is about to go  
7 in his discussion with the Court is something that was briefly  
8 discussed last night. I have not had a chance to vet that on  
9 my end and I don't know whether that is a viable path forward.  
10 It is something that we can explore. It doesn't -- and then  
11 maybe Mr. Miller should speak to --

12           **THE COURT:** Well, just one moment. John, let's  
13 assume that the devil is in the details. Let's assume that the  
14 Government has those concerns which they've expressed about the  
15 ability to summon witnesses within three days, et cetera, the  
16 apex issues that we might have.

17           This year is going to pass by so quickly that in the  
18 practical world, I can't imagine entering into a settlement and  
19 while the Government may appeal and decide to appeal other  
20 aspects that if we have a settlement in this area that they're  
21 going to be invigorated to go against the very settlement they  
22 entered into. So in the practical world, it doesn't make sense  
23 to me.

24           Now, number two, this should never be construed to  
25 tie the Government in perpetuity to giving up a right to

1 appeal. So we're back in a year.

2 And I'm curious, as Mr. Miller mentioned, instead of  
3 the specificity which the Government is concerned about, why  
4 Paragraph 20 wouldn't resolve continuing jurisdiction by the  
5 Court because, by the way, if I write injunctive relief, I'm  
6 going to have it anyway.

7 So the end result is no matter where we end up, it's  
8 just the Government's ability to come out front and say, by the  
9 way, Judge, we agree and stipulate to it. That's the box  
10 they're in. But as a practical matter, like my wife says, some  
11 of the kids came through the front door. Some of our kids came  
12 through the back door. Some of our kids came through the  
13 window but they all got to the dinner table at 6:00 o'clock.

14 And so I'm just joking with you but the end result  
15 is, as a practical matter, this isn't going to be a problem.  
16 It's just I understand that the finiteness of this is a concern  
17 but by the same token, why can't we just have Paragraph 20,  
18 John, continuing jurisdiction?

19 **MR. SILBERFELD:** Your Honor --

20 **THE COURT:** And I'm going to end up with that anyway.  
21 Now, if we have a carve-out here in addition to that to give  
22 the Government some confidence, that's fine. I can add that in  
23 addition.

24 Now, hold on Skip.

25 I just want you to think about that because

1 eventually the Court's going to have oversight, jurisdiction,  
2 whatever you want to and normally we would phrase it, Paragraph  
3 20, continuing jurisdiction. That's the normal language we  
4 see. All right --

5 **MR. SILBERFELD:** So, Your Honor --

6 **THE COURT:** Skip.

7 I'm sorry. Ramon. Ramon, I'm sorry. Ramon, your  
8 comment. Skip is going to be there a while. I need to talk to  
9 him about a couple other things.

10 **MR. SILBERFELD:** So Paragraph 20 and words like it --

11 **THE COURT:** I'm sorry?

12 **MR. SILBERFELD:** Paragraphs 20 and words like it  
13 appear in every settlement agreement --

14 **THE COURT:** I can't --

15 **MR. SILBERFELD:** Sorry. Paragraph 20 and paragraphs  
16 like it appear in virtually every settlement agreement where  
17 there's continuing obligations.

18 **THE COURT:** Absolutely.

19 **MR. SILBERFELD:** Paragraph 2.4 is made necessary in  
20 this case because of the timeline we're on and because of the  
21 emergency we face.

22 **THE COURT:** Yeah.

23 **MR. SILBERFELD:** And so rather than be vague about  
24 it, we decided to be specific about it.

25 **THE COURT:** Okay.

1           **MR. SILBERFELD:** The emergency while we're trying to  
2 build housing in 90 days, 120 days, 180 days, 750 units  
3 potentially in 18 months requires VA to act differently than it  
4 has acted for the last ten years. And that difference of  
5 behavior is what makes Paragraph 2.4 necessary. I don't want  
6 there to be any misunderstanding between us and the Court and  
7 the VA about the level of this oversight.

8           It is not management. The Court is not going to  
9 manage any more than the monitor is going to manage projects.  
10 This is about accountability. This is about avoiding the  
11 mistakes of the past, namely *Valentini* and this level of  
12 specificity that the Court can exercise as it wishes is only in  
13 here so there is no misunderstanding on the part of anybody on  
14 the Government's side as to what their obligations are.

15           **THE COURT:** Okay. If we all agree that this  
16 principally benefits the veterans, how does the Court resolve  
17 this issue between the two of you?

18           **MR. SILBERFELD:** To me, there's only two ways and  
19 I've talked to both VA counsel and Brentwood counsel about  
20 this. We can either get past this with some language that  
21 allows the settlement to go forward or we will ask the Court to  
22 enter an injunction against Brentwood on these same terms that  
23 are in the settlement agreement. The Government may object to  
24 the issuance of that injunction and we can get to a final  
25 judgment and we can do that today.

1           **THE COURT:** But I would think Brentwood, while they  
2 may like the ultimate result, is going to be concerned about  
3 just their image in terms of the school. I think a real  
4 practical aspect of this is Brentwood coming forward with this  
5 kind of offer and that being ordered by the Court as injunctive  
6 relief when they'd like to be in the position of voluntarily  
7 coming forward.

8           So I leave that to all of you. I have no way of  
9 resolving that but that's --

10          **MR. SILBERFELD:** I got it.

11          **THE COURT:** -- out there.

12          Skip, back to you.

13          **MR. MILLER:** Thank you, Your Honor. My reaction to  
14 an injunction is that we're not a party to the lawsuit. We  
15 have not had our day in court and --

16          **THE COURT:** Well, I would be ordering the VA to do X,  
17 Y and Z.

18          **MR. MILLER:** Right.

19          **THE COURT:** You're not a party to the lawsuit. They  
20 would be ordered -- everything goes through the VA. They're  
21 responsible for this.

22          **MR. MILLER:** Right. More substantively, my  
23 reaction -- I mean, we're in the middle. We don't really have  
24 a quarrel with either side. We've reached agreement with both  
25 sides on the settlement. This is a Brentwood School

1 settlement. This is not a settlement of temporary housing.  
2 That's a different aspect of the case. I don't know why  
3 anybody would want to appeal from a settlement agreement that  
4 they've signed --

5 **THE COURT:** I don't either.

6 **MR. MILLER:** -- number one. And, number two, I don't  
7 completely understand why anybody would want provisions in here  
8 that go beyond the Brentwood School deal. That's all this is.

9 And I think that with all respect to legal  
10 technicalities and chain of command and all that and time for  
11 the Solicitor General and the other -- the Plaintiffs wanting  
12 protections to make sure that the temporary housing is built, I  
13 think they're losing sight of the forest for the trees. It's  
14 just the Brentwood School deal and I think -- I don't think  
15 these provisions should hold it up at all.

16 **THE COURT:** Well, that's my ultimate concern for all  
17 of the parties and that is, while you may have positions that  
18 are appropriate from your view point, aren't we losing focus on  
19 principal benefit to our benefits and the passage of time  
20 leaves people in the rain with illness, disease and even death.  
21 And this has been languishing from 2011 to today's date.

22 And there has to be at this point some Court  
23 intervention recognizing that the VA doesn't want the Court's  
24 involvement and that's well understood but not by the Court  
25 because the Court does deem this an emergency now and that does

1 set the VA potentially on a different schedule.

2 So I'm back to you, Skip, for any other comments and  
3 then I want to talk to the Special Master for a moment  
4 privately.

5 **MR. MILLER:** Well, I guess my last comment is that  
6 the first payment, \$3 million, if the VA decides and the  
7 process is supported, that could be spent quickly on temporary  
8 housing and the emergency that the Court has already declared.  
9 So I think it's in everybody's interest and especially the  
10 veterans' interest to get this deal done now today. That's my  
11 take.

12 **THE COURT:** Or I'm put in the position of then  
13 writing injunctive relief. In other words --

14 **MR. MILLER:** I don't --

15 **THE COURT:** -- if we can't reach a settlement, then I  
16 think today is the day that the Court needs to resolve this  
17 between all of us.

18 Does this affect the modular units? And if it does,  
19 then I know Mr. Soboroff and I know that Paul Chau is here  
20 also. We have a number of people who are going to speak to us  
21 about that. Also we were requesting the engineers, et cetera,  
22 today who are here. If we don't resolve this, does this have  
23 an effect on these?

24 **MR. SILBERFELD:** Not from our point of view, Your  
25 Honor. We have Emergency Order Number 1 that's in place. It



1 would be nice to be able to conclude this and have this fund of  
2 money available in short order but it ultimately at the end of  
3 the day does not affect what we do with the provision of the  
4 temporary housing in the near term.

5 **THE COURT:** For the Government, if we all agree that  
6 this principally benefits the veterans, I'm looking for a way  
7 that I don't place you in jeopardy but by the same token, we  
8 move forward. I don't quite know how to do that unless I'm  
9 forced to write injunctive relief today.

10 And I'm not threatening but it might be much broader  
11 than what we are shaping right now. In other words, if I'm  
12 writing injunctive relief and I'm having to do that in a broad  
13 sense, then I'm writing broadly. And I had hoped to get there  
14 through increments, let's say.

15 So that would change the Court's perspective of what  
16 I would be writing instead of working together in these  
17 increments trying to get units off the ground. We may still  
18 end up at the same place with incremental units going forward  
19 but now I would be writing with finality.

20 Well, if you want to meet and confer, that's fine but  
21 let me come back to one thing I'm going to speculate, Skip, and  
22 that is, Judge, we've got \$3 million on the line the first  
23 year, \$2 million on the line the second year. Over at  
24 Brentwood School, you have to be concerned that if you put that  
25 \$3 million on the line and then there's an appeal -- I can't

1 imagine as a practical matter that the Government -- in the  
2 real world, the Government appealing the first year.

3           If they did, you still have \$2 million that you don't  
4 have to spend. And let's just hypothetically say that the  
5 Government appealed and the Court was overturned. Wouldn't you  
6 minimally be back to the same lease agreement that runs in  
7 2027? In other words, the Court -- the Ninth Circuit overturns  
8 me -- and by the way, this would take a while on appeal. They  
9 might not get it until 2025 or 2026. But even if the Court was  
10 overturned --

11           **MR. MILLER:** We --

12           **THE COURT:** -- I don't see the harm in this  
13 investment of the \$3 million. In fact, it seems minimal  
14 because you'd still have a lease until 2027 if I was  
15 overturned. And if not, you're going to see a good working  
16 relationship, I think, in that first year that makes that  
17 second year and that second payment viable for you.

18           So, I mean, just think about that for a moment. In  
19 the real world, I'm afraid that these issues that you have  
20 finally do not benefit the veterans if we're going to lose  
21 these facilities. But if we are, we might as well decide that  
22 today.

23           **MR. MILLER:** I have an idea how to resolve this  
24 impasse which I would like to talk to counsel about.

25           **THE COURT:** Sure.

1           **MR. MILLER:** Listening to the Court stimulated my  
2 thinking. So maybe if we could take a few minutes.

3           **THE COURT:** Yeah. Well, please. And let me talk to  
4 the Special Master also. Now -- I mean, the monitor, not  
5 Special Master.

6           I want to apologize to you for thinking out loud.  
7 When I'm saying this, it's a little bit of a sorting process  
8 for me because I haven't been with you the last three days.  
9 And so that's not a final decision by me. I'm just trying to  
10 look down the line to, if you can't reach an agreement, then  
11 I've got to write injunctive relief.

12           And if I write injunctive relief, it may not only be  
13 incremental, it may be broad and then I've got to decide 750?  
14 Do I space that? Do I come down to a lesser number or do I do  
15 all three? Because if we're going up on appeal, we might as  
16 well have it appeal at one time on a lot of these issues. If  
17 we can carve out certain parts and give you the confidence,  
18 Brad, that you can appeal -- as a practical matter, I got that  
19 you're going to the first year because we've just reached a  
20 settlement. That would almost be ridiculous. I don't know how  
21 to do that by agreement of all of you but if there's a way I  
22 can carve out and make that the ultimate decision without you  
23 committing, I'm happy to.

24           And think about if that relieves some pressure on you  
25 if we're amenable to the agreement. But if the Court does

1 adopt some kind of oversight, quite frankly, which I'm going to  
2 do through injunctive relief anyway. We're going to end up in  
3 the same place, folks.

4           The only damage is we may not get these emergency  
5 shelters off the green -- or off the ground. It's going to  
6 take a while and that's a real tragedy. Plus, Brentwood  
7 School, which is coming forward, is going to be in a very  
8 difficult position because the Court finding injunctive relief  
9 that has to come back from a good-faith offer on their part to  
10 putting them in the situation, I'm ordering the VA to do  
11 certain things.

12           And I have to say to Brentwood, regardless of how  
13 good your offer is, I'm not threatening you but I'm telling you  
14 my order would probably be much broader than you suspect in  
15 this initial agreement between the two of you.

16           I'm going to take a recess. I want to talk to John.  
17 I've talked too much. Maybe if you can come up with a  
18 solution, fine. But if you can't in a few moments, I want to  
19 know and then I want to know if we're going to go forward with  
20 a presentation today by Mr. Soboroff and by Paul Chau. Thank  
21 you.

22           **(A recess is taken at 9:13 a.m.; reconvened at 9:38 a.m.)**

23           **THE COURT:** Back on the record. All counsel are  
24 present.

25           **MR. SILBERFELD:** So I don't think there's a path

1 forward on settlement with all parties. I think there is a  
2 path forward on settlement between the plaintiffs and Brentwood  
3 School. And tied to it, the entry of an injunction against VA  
4 as to those terms of the now former settlement agreement that  
5 they are required to do in order to effectuate the settlement,  
6 such as entering into a lease and keeping them on and using it  
7 for the proper purposes and so forth. So --

8 **THE COURT:** Okay.

9 **MR. SILBERFELD:** -- that seems to be where we are  
10 because I don't think a global settlement is going to be  
11 reached.

12 **THE COURT:** Okay.

13 **MR. MILLER:** I think that's fine with us. The way we  
14 came up with that is when Your Honor was --

15 **THE COURT:** Thinking out loud.

16 **MR. MILLER:** -- thinking out loud. Musing, musing is  
17 a word that comes --

18 **THE COURT:** Musing.

19 **MR. MILLER:** -- to mind. Musing about well, you  
20 know, I certainly can and contemplate issuing injunctive  
21 relief. The thought occurred to me and we started talking  
22 about it that the injunctive relief could, in effect, replace  
23 2.4 that the Government so strongly objects to in the lease.  
24 Pardon me, in the settlement agreement. And that's fine with  
25 us.

1           There's no injunction as to Brentwood School.  
2 Brentwood School is going to honor its contractual obligation  
3 in the settlement agreement.

4           **THE COURT:** And appellate rights aren't given up. Do  
5 you need to redraft any portions then and I'll rely upon the  
6 special master working with you, but we need to resolve this  
7 today one way or the other.

8           **MR. SILBERFELD:** So the ask would be, Mr. Sandler's  
9 arrived from his court appearance --

10           **MR. SANDLER:** Thank you.

11           **MR. SILBERFELD:** -- he's the owner of the Brentwood  
12 settlement agreement document. If we could have perhaps two  
13 hours --

14           **THE COURT:** Okay. Two hours.

15           **MR. SILBERFELD:** -- to write a new settlement  
16 agreement with Brentwood.

17           **THE COURT:** Okay.

18           **MR. SILBERFELD:** Impose an injunction that's tied to  
19 it, present both of those to the monitor and to the Court and  
20 counsel, of course --

21           **THE COURT:** Could I ask --

22           **MR. SILBERFELD:** -- and then come back.

23           **THE COURT:** Could I ask this, if we're proceeding  
24 down the line and if the Court was inclined to find that this  
25 was obviously for the principal benefit of the veterans and

1 proceed, we also have then a pathway forward potentially with  
2 these modular homes.

3 **MR. SILBERFELD:** Yes.

4 **THE COURT:** And I'd really like to hear from the  
5 folks, Paul Chau out there and Mr. Soboroff, et cetera, where  
6 we're at. And then we can work over the lunch hour, you know,  
7 down in the cafeteria or whatever, we'll get time but a  
8 decision's going to have to be made by the Court today,  
9 otherwise I've got you flying back and forth.

10 Okay. That means also we need to be on the phone  
11 with D.C., because you have to talk to somebody. So maybe --  
12 I'm wrong, maybe I should -- I don't know if you do or not,  
13 Brad, but here, I can do it two ways. You can start with this  
14 agreement now for a couple of hours, and I can unfortunately  
15 we'll delay Mr. Soboroff's presentation and Paul Chau, they're  
16 here.

17 Or I can hear that now, your preference, counsel.  
18 I'd like to get this resolved frankly and maybe we just have to  
19 wait for the modular home folks to wait, maybe we just have --

20 **MR. SILBERFELD:** I think this is the priority --

21 **THE COURT:** -- but I prefer not to.

22 **MR. SILBERFELD:** -- candidly. And --

23 **THE COURT:** This --

24 **MR. SILBERFELD:** -- I'm more than happy --

25 **THE COURT:** Yeah.

1           **MR. SILBERFELD:** -- to have the Court --

2           **THE COURT:** I do too, if it's agreeable with you,  
3 otherwise I don't know if we're going ahead with modular homes  
4 or to what extent other than broad injunctive relief, part of  
5 an order that would take me four or five days to write, okay.

6           Okay. My apologies to you, Mr. Soboroff.  
7 Mr. Johnson, go home if you want to, go to the beach, come  
8 back, whatever you want to. Paul Chau also, but we're going to  
9 get to you today, but I don't know how we potentially proceed  
10 forward, you know, holistically without getting this resolved.  
11 So we're in recess for a couple of hours. Thank you.

12           **MR. MCCORMICK:** Your Honor, on behalf on the  
13 intervenor Bridgeland --

14           **THE COURT:** Oh, no, stick around. We're going to get  
15 to you today and talk to you.

16           **MR. MCCORMICK:** Okay.

17           **THE COURT:** Thank you for being present. I love your  
18 enthusiasm.

19           **MR. MCCORMICK:** Thank you, Your Honor.

20           **(Recessed at 9:43 a.m.; reconvened at 1:21 p.m.)**

21           **THE COURT:** All right. Counsel, then we're going to  
22 go on the record. I want to make certain all parties are  
23 present.

24           **MR. ROSENBERG:** My colleague Mr. Knapp had to leave,  
25 but I'm still here.



1           **THE COURT:** All right. Well, we're on the record.

2           And Brentwood school and plaintiff's veterans have  
3 engaged in numerous settlement discussions over the last few  
4 weeks. The Court has conducted several hearings regarding the  
5 use of the 22.6 acres of veterans' land presently occupied by  
6 Brentwood School.

7           The VA was also a party to these discussions. The  
8 veterans and Brentwood School have reached an agreement as to a  
9 settlement with the VA objecting to two specific terms as  
10 follows.

11           First, the VA has objected to a provision requiring  
12 periodic reports and oversight by the Court and monitor, and  
13 second, the VA has objected to continued jurisdiction of the  
14 Court necessary for implementation of the terms of the  
15 settlement.

16           As a result of defendant VA declining to accept these  
17 two provisions, veterans and Brentwood School have entered into  
18 a new settlement agreement without participation of defendant  
19 VA.

20           The Court finds that this settlement agreement meets  
21 the standard of principally benefitting veterans. The  
22 (indisc.) issue in the settlement agreement and the  
23 accompanying and attached documents belongs to the United  
24 States and was and is kept for the benefit of veterans who  
25 served in the United States military as deeded in the 1888 --

1 as deeded in 1888 to the federal government by Arcadia Bandini  
2 de Baker.

3 This settlement agreement and releases made and  
4 entered in connection with the class action lawsuit entitled  
5 Jeffrey Powers, et al versus Denis Richard McDonough in his  
6 official capacity as Secretary of Veterans Affairs, filed in  
7 the United States District Court for the Central District of  
8 California and assigned Case No. 22-08357, class action.

9 The parties to the settlement agreement are Jeffrey  
10 Powers, Joseph Fields, Lavon Johnson, National Veterans  
11 Foundation, Joshua Robert Petitt, Deavin Sessom and Laurieann  
12 Wright in their representative capacities on behalf of the  
13 certified class and individually and the Brentwood School.

14 Collectively herein, plaintiffs and the Brentwood  
15 School are at times referred to herein individually as a party  
16 and collectively as the parties. While the United States  
17 Department of Veterans Affairs was invited to be part of this  
18 settlement agreement, the VA has chosen to object. The VA was  
19 substantially in agreement with an earlier provision of this  
20 settlement agreement, other than the sections addressed and  
21 addressing the Court's continued jurisdiction and the VA scope  
22 of appeal as it relates to Brentwood School.

23 This settlement agreement is contingent upon the  
24 Court, as referenced below, entering an order that the VA and  
25 Brentwood School enter into a form of enhanced facilities use

1 sharing agreement that permits Brentwood School to use the VA  
2 land.

3 I'm going to invite the parties to summarize any  
4 portion of this, or once again state their objections. So,  
5 counsel any further comment by the plaintiffs?

6 **MR. SILBERFELD:** The only comment is, Your Honor,  
7 Roman Silberfeld for the plaintiffs that the settlement  
8 agreement with Brentwood will be the subject of typical  
9 class --

10 **THE COURT:** Yeah.

11 **MR. SILBERFELD:** -- approval motions that are yet to  
12 come.

13 **THE COURT:** I'm going to read this into the record.  
14 It's going to --

15 **MR. SILBERFELD:** Right.

16 **THE COURT:** -- take a little while, so we can all  
17 hear at one time, one place again.

18 **MR. SILBERFELD:** Right. And that the settlement  
19 agreement is contingent upon the entry of --

20 **THE COURT:** Gotcha.

21 **MR. SILBERFELD:** -- a permanent injunction against  
22 the VA, a copy of which is here in the courtroom and --

23 **THE COURT:** And I'm also going to read that in total.  
24 It'll take a little time so everybody hears it once again at  
25 one time one place.

1           **MR. SILBERFELD:** Right. There are two minor edits to  
2 the form of permanent injunction that were pointed out by  
3 Brentwood School which I've agreed to.

4           **THE COURT:** Well, when we start going through that,  
5 why don't you correct that when we get there.

6           **MR. SILBERFELD:** May I stop you at that point?

7           **THE COURT:** Yeah.

8           **MR. SILBERFELD:** Thank you.

9           **THE COURT:** Absolutely. So let me turn to the VA.  
10 And I've noted the two specific objections you had that we had.

11           **MR. ROSENBERG:** Thank you, Your Honor, Brad Rosenberg  
12 from the Department of Justice on behalf of the United States.

13           The Court has summarized some of the Government's  
14 objections to the settlement agreement, but I want to be clear  
15 about a few specific additional objections and concerns that  
16 the Government has so the Court has a complete record.

17           As a threshold matter, the Government objects to the  
18 imposition of a remedy, such as the permanent injunction over  
19 the Government's objections, as is contemplated by the  
20 settlement agreement and any injunctive relief that the Court  
21 might enter pursuant to that settlement agreement.

22           And that goes back to our position in this litigation  
23 generally that we do not think that any relief that the Court  
24 has entered is necessary or appropriate.

25           I also want to take a moment to highlight the first,

1 at least what I believe is the first recital paragraph in the  
2 current version of the settlement agreement, which notes that  
3 the Department of Veterans Affairs was invited to be part of a  
4 settlement agreement and has chosen to object.

5 And then that recital goes on to note that VA was  
6 substantially in agreement with an earlier version of the  
7 settlement agreement other than sections addressed in the  
8 Court's continuing jurisdiction and the VA scope of appeal as  
9 it relates to the Brentwood School.

10 Now, those are the two issues that I highlighted  
11 earlier today as being the Government's most substantial  
12 objections to the settlement agreement. But as I noted this  
13 morning, there were actually three other objections that the  
14 Government had and I'll get to those in just a moment.

15 But because the Government is not participating in  
16 the settlement agreement, I also now have to interpose an  
17 objection to any and all characterizations in the settlement  
18 agreement that are inconsistent with the litigating position  
19 that the United States has taken in this case.

20 And so obviously the settlement agreement through  
21 some of the whereas clauses or some of the characterizations of  
22 the Court's -- of the evidence presented at trial or the  
23 Court's decision are inconsistent with the arguments that we've  
24 made, and so we would preserve our objections and do not agree  
25 with those characterizations.

1           Regarding specific objections, the Government, at the  
2 very beginning of the settlement agreement, has objected to the  
3 characterization of what is now VA's West Los Angeles Campus as  
4 anything other than the property of the United States. And I  
5 think that I've referred to that previously that this land was  
6 donated to the United States and is currently the property of  
7 the United States as confirmed by Congress I believe in 1958.

8           And that's important, because I want to note that the  
9 Government does not agree with any characterization that it has  
10 a fiduciary duty to veterans as this settlement agreement  
11 appears to contemplate.

12           **THE COURT:** Right.

13           **MR. ROSENBERG:** I'll also object, and I think this is  
14 something that all parties have said that they agree to in  
15 concept, but any revenue from the Brentwood School should go  
16 into VA's lease revenue fund to ensure that the money stays on  
17 the West LA Campus.

18           And to be clear, for that to be legally correct, and  
19 for that to comply with the requirements of the Leasing Act,  
20 the document that ultimately would have to be executed by  
21 Brentwood and VA has to be a lease, and that's pursuant to  
22 Section 2(b)(2) of the Leasing Act.

23           And I'm concerned that the version of the settlement  
24 agreement that I've seen and all versions of it refer to what  
25 will ultimately be executed as an agreement, a real property

1 agreement, a sharing agreement, none of those terms are  
2 contemplated by the Leasing Act. And just for clarity sake, we  
3 think it would be clearer if all documents refer to what will  
4 ultimately be executed as a lease if the goal is to ensure that  
5 the settlement complies with the requirements of the Leasing  
6 Act and to make sure that all revenues that Brentwood would  
7 provide would be considered lease revenues under the Leasing  
8 Act.

9           Now, I understand that the agreement that ultimately  
10 would be negotiated pursuant to the settlement agreement and  
11 the injunction that plaintiffs have invited the Court to enter  
12 would be a lease, but we think that for consistency sake if the  
13 goal is to ensure that the revenue stays in the West LA Campus,  
14 then all terms of the settlement agreement should refer to that  
15 agreement ultimately as a lease.

16           In paragraph 2.3 of the settlement agreement, or at  
17 least the version of the settlement that I have, which I  
18 believe is the current and operative draft, it refers to the  
19 purpose of settlement payments, which again, should be lease  
20 revenue payments, is to provide temporary and permanent  
21 housing, temporary and permanent supportive housing.

22           Two points on that, number one, you know, it needs to  
23 be leased to ensure that -- well, three points. Needs to be a  
24 lease to ensure that the funds go into the lease revenue fund.

25           Number two it's unclear whether those revenues can

1 only be used for the procurement of housing, or whether they  
2 can also be used, for example, for infrastructure upgrades that  
3 are necessary in order to be able to place or construct  
4 temporary housing at a given site location.

5 My understanding is that plaintiffs are amenable to a  
6 description that is -- that would capture revenue upgrades if  
7 they're directly related to the procurement or construction of  
8 temporary housing. But right now, there's an ambiguity in the  
9 settlement agreement as to whether or not it can be used for  
10 that purpose, or whether it can only be used for the  
11 construction or procurement of housing.

12 But also in that paragraph, I just want to note that  
13 VA's position is that money in the lease revenue fund, while it  
14 can be used for the construction or procurement of temporary  
15 housing, it cannot be used for the construction of permanent  
16 supportive housing.

17 **THE COURT:** Okay.

18 **MR. ROSENBERG:** That's what I have at this time.  
19 I'll note that we've obviously, this has been moving very  
20 quickly, so we reserve the right to make other objections but  
21 at this point we do object to the entry of the settlement  
22 agreement for the reasons I've stated.

23 **THE COURT:** Okay. Any further comments?

24 **UNIDENTIFIED:** Nothing.

25 **THE COURT:** If there are nits or some change as I



1 read through the documents or different portions thereof, just  
2 call those to our attention on behalf of Brentwood so -- or  
3 Brentwood School. So, Mr. Miller, if you want to come up and  
4 carefully track this along with the chair and the plaintiffs.

5           And I think the gravamen of this and the Court's  
6 reading, although I will incorporate the entire document begins  
7 in the request for proposed permanent injunction former  
8 Brentwood Schools' leased grounds and I think it's most  
9 appropriate to begin reading from page 7 into the record at  
10 line 1.

11           After consideration of all the pleadings and papers,  
12 the arguments of counsel, and the evidence admitted at trial,  
13 and the Court having issued its findings of fact and  
14 conclusions of law, and the Court having conducted supplemental  
15 hearings on September 25th, 26th, October 2nd, October 4th,  
16 October 7th, October 8th and October 11th, the Court finds and  
17 orders that there's no just reason for delay as to Veterans  
18 Administration and its affiliated individual defendants in the  
19 entry of a permanent injunction and the entry of judgment  
20 thereon regarding the former Brentwood School leased grounds  
21 only.

22           And judgment on the permanent injunction as to the  
23 former Brentwood School leased ground shall be entered as part  
24 of the final judgment in this action as to all other parties  
25 and claims.

1           The Court has jurisdiction over the subject matter of  
2 this action and over the parties. No notice is required to be  
3 given to any person or class of persons as a matter of law to -  
4 - or procedure to permit the entry of this permanent  
5 injunction.

6           This action presents more than one claim for relief  
7 and involves multiple parties. This permanent injunction  
8 affects fewer than all of the claims and fewer than all of the  
9 parties. Based on the foregoing findings and conclusions,  
10 there's no just reason for delaying the entry and  
11 implementation of the permanent injunction with respect to  
12 Brentwood School, and this permanent injunction may be entered  
13 separately from the final judgment to be entered as to all  
14 other parties and claims.

15           Further, good cause appearing therefore, Veterans  
16 Administration and its affiliated individual defendants and all  
17 employees, agents, and other persons acting in concert with  
18 them are hereby mandated and joined and prohibited as follows.

19           First, with respect to any payments made pursuant to  
20 the Brentwood School settlement agreement, all such payments  
21 shall be received in or transferred without deduction or offset  
22 to the VA lease revenue fund. With the sole purpose of  
23 directing the settlement payments under the Brentwood School  
24 settlement agreement to the VA lease revenue fund, to ensure  
25 that the sole and exclusive purpose of, and use of these funds

1 by VA, is to provide temporary supportive housing and permanent  
2 supportive housing and related to community services to  
3 veterans on the West LA campus.

4 Any use of the settlement funds, other than for the  
5 purposes enumerated in this paragraph are specifically  
6 prohibited, unless otherwise ordered by the Court. The  
7 settlement proceeds so deposited shall only be used and applied  
8 to the cost associated with in the first instance, temporary  
9 supportive housing, and if funds remain thereafter, to permit -  
10 - I'm sorry, to permanent supportive housing on the West LA  
11 campus.

12 Second, as part of the Court's continuing  
13 jurisdiction over this matter generally and over the  
14 implementation of the settlement terms in the settlement  
15 agreement, the Court shall regularly and periodically review  
16 VA's compliance with the terms of this injunction and the  
17 settlement agreement.

18 The VA's compliance with the Court's post-trial  
19 opinion and any and all emergency orders issued subsequent to  
20 the Court's post-trial opinion, the Court may, at its election,  
21 direct the court monitor to periodically evaluate the scope and  
22 extent of VA's compliance with the settlement terms and the  
23 settlement agreement and report its findings to the Court.

24 The Court may, at its election, hold hearings and  
25 order the presence of witnesses to testify as needed with

1 respect to any matters that relates to the implementation of  
2 the settlement terms in this settlement agreement.

3 VA is ordered to comply with all such orders to  
4 produce witnesses without the necessity of any formal process,  
5 to cooperate fully with the court monitor and to attend such  
6 meetings as the Court may order on three business days' notice.  
7 And I'm also going to add a reasonableness factor in there, in  
8 case holidays, et cetera, obviously and inconvenience to a  
9 particular witness, especially if we ever run into an apex  
10 problem.

11 Third, that the VA is ordered to negotiate with and  
12 enter into an enhanced use facility sharing agreement, a lease  
13 agreement, the real property agreement sometimes referred to as  
14 a lease with Brentwood School and the form to be agreed upon by  
15 those parties and approved by the Court consistent with the  
16 Brentwood School settlement agreement, with input of plaintiffs  
17 in the class, by and through their counsel, the terms of such  
18 agreement being one year and subject to renewing one year terms  
19 on the same contractual agreement, except as set forth therein  
20 and herein.

21 Fourth, Veterans Administration and its affiliated  
22 individual defendants and their successors shall accept in kind  
23 consideration from Brentwood School, in accordance with the  
24 Brentwood School settlement agreement and apply it consistent  
25 with the terms of the Brentwood School settlement agreement and

1 to principally benefit veterans and their families.

2 Fifth, the Brentwood School shall have the continuing  
3 right subject to other terms set forth herein in the Brentwood  
4 School settlement agreement to use the lower softball field,  
5 also known as MacArthur Field; however, VA is entitled to  
6 revoke Brentwood School's right to access and the use of  
7 MacArthur Field subject to 45 days written notice.

8 Once the 45 days expire Brentwood School will have no  
9 further obligations with respect to MacArthur Field, as  
10 otherwise required under the lease, such as maintenance as of  
11 the grounds, the facilities, the infrastructure, paying for any  
12 utilities, et cetera. That parcel will be treated as if it was  
13 never within the agreement to be entered, but will not alter  
14 the base rental fee set forth herein, and in the lease.

15 Sixth, the Brentwood School shall have the continuing  
16 right subject to other terms set forth herein to use the upper  
17 baseball and soccer field known as Parcel 9. However, VA is  
18 entitled to revoke Brentwood School's right to access Parcel 9  
19 on an 180 days' notice but not earlier than July 1st, 2025.

20 Once the 180 days expire, Brentwood School will have  
21 no further obligations with respect to maintenance as to the  
22 grounds, the facilities, the infrastructure, paying for any  
23 utilities, et cetera. That parcel will be treated as if it was  
24 never within the agreement to be entered.

25 Seventh, the VA shall use its best efforts to use

1 other parcels of land in the form of these grounds for any  
2 veteran related purposes before giving notice to Brentwood  
3 School of its intention to cancel, further use by Brentwood  
4 School of the MacArthur Field, Parcel 9, the entry off of  
5 Barrington, the swimming pool area, the pavilion, the track and  
6 football fields and the tennis courts are designated as areas  
7 of last resort, often referred to and referred to in this  
8 document as core facilities.

9           The VA can only revoke access and use to the core  
10 facilities if it is determined by either the Court or the Court  
11 appointed monitor that those parcels are necessary to be used  
12 for the development of either short term or long housing of  
13 disabled veterans and/or their families.

14           The VA shall have the right to revoke access and use  
15 of the core facilities upon 365 days written notice, which must  
16 occur on or before August 15th of any year in which the  
17 revocation is intended to be effective.

18           For example, notice must be given at least one year  
19 in advance of the following school year. Once the 365 days  
20 expire, Brentwood School will have no further obligations with  
21 respect to maintenance as to the grounds, the facilities, the  
22 infrastructure, paying for any utilities, et cetera, and those  
23 parcels will be treated as if they were never within the  
24 agreement to be entered. Brentwood School will be invited to  
25 be and entitled to be part of any discussions for development

1 of the core facilities.

2           Eight, Brentwood Schools permitted hours of use,  
3 other than for purposes of access and maintenance, VA shall  
4 allow Brentwood School the exclusive right to access and use  
5 the sports facilities during certain hours to be determined,  
6 but estimated to be 2 p.m. to 7 p.m. Mondays through Thursdays,  
7 2 p.m. to 8 p.m. on Fridays, except annually published football  
8 black-out dates, approximately five in total in August through  
9 November, without penalty or breach if a game reasonably  
10 unexpectedly requires additional time, and 8 a.m. through 2  
11 p.m. on Saturday without penalty or breach if a game reasonably  
12 unexpectedly requires additional time.

13           Brentwood School shall have full time access for  
14 ingress and egress use of the gate driveway off of Barrington  
15 and is permitted to use parking lots as currently configured  
16 and used.

17           Nine, the Court shall retain jurisdiction to enforce  
18 the terms of this agreement.

19           Now, are there any corrections between Brentwood and  
20 the veterans other than a typo on page 8 at line 27, where we  
21 have a 3 and then a 4 next to it, that 4 should be stricken.

22           **MR. SILBERFELD:** There are a couple of other nits,  
23 Your Honor, if I may.

24           **THE COURT:** All right. Well, let's correct those  
25 now.

1           **MR. SILBERFELD:** All right. And we'll -- we've sent  
2 a Word copy to Ally and we'll fix these in the final before the  
3 Court --

4           **THE COURT:** Okay.

5           **MR. SILBERFELD:** -- signs.

6           At page 2, line 24, there's a whereas clause that  
7 currently reads, Brentwood School has agreed to a form of  
8 injunctive relief.

9           **THE COURT:** Just a moment. Page 2 --

10          **MR. SILBERFELD:** Line 24.

11          **THE COURT:** -- line 24. My line reads as Brentwood  
12 School is not a party to the class action.

13          **MR. SILBERFELD:** Okay.

14          **THE COURT:** Karlen, would you -- I'm going to give  
15 you my copy and I don't want to see yours. I want you to see  
16 mine.

17                 Look at the bottom. Go to page 2, you're on page 2.

18                 Yeah, counsel, what's happened is if you turn to the  
19 next page you'll see at the bottom page 2, and that's causing a  
20 confusion.

21          **MR. SILBERFELD:** Oh, so sorry.

22          **THE COURT:** See, you're really referring to --

23          **MR. SILBERFELD:** The back of page 1.

24          **THE COURT:** -- the back of page 1. All right. Now,  
25 we're --



1           **MR. SILBERFELD:** Which is currently unnumbered.

2           **THE COURT:** And line 24; is that correct?

3           **MR. SILBERFELD:** Line 24, where it read currently,  
4 whereas Brentwood has agreed to a form of injunctive relief.  
5 That is a mistake. That should read, Brentwood School has  
6 agreed to a settlement agreement.

7           **THE COURT:** All right.

8           **MR. SILBERFELD:** That would ensure and so on.

9           **THE COURT:** All right.

10          **MR. SILBERFELD:** Then on the actual numbered page 2,  
11 which is the next page at line 6, Your Honor.

12          **THE COURT:** All right.

13          **MR. SILBERFELD:** That begins, enhanced use/facilities  
14 sharing agreement. We would, for clarity sake, and to consider  
15 the objection of counsel, add the words or lease.

16          **THE COURT:** Okay. Or lease.

17          **MR. SILBERFELD:** Or lease.

18          **THE COURT:** All right. And, of course, you'll have  
19 an attached document entitled lease.

20          **MR. SILBERFELD:** Ultimately, yes.

21          **THE COURT:** All right.

22          **MR. SILBERFELD:** Then to get to the part that the  
23 Court read into the record at page 10 --

24          **THE COURT:** Just a moment, let's make sure our number  
25 is correct. All right. Page 10?

1           **MR. SILBERFELD:** At lines 1 and 2 that begin with the  
2 word school.

3           **THE COURT:** Uh-huh.

4           **MR. SILBERFELD:** We would strike the reference to, at  
5 the end of that line, the MacArthur Field Parcel 9 and the  
6 entry off of Barrington. Is it? Oh, so sorry. We would only  
7 strike the words the MacArthur Field and Parcel 9.

8           **THE COURT:** All right.

9           **MR. SILBERFELD:** Because those are not part of the  
10 core facilities, but the entry and the rest of it are.

11           **THE COURT:** Okay.

12           **MR. SILBERFELD:** And lastly, at line 6 where it  
13 reads, short term or long, there should be the word term after  
14 the word long, short term or long term essentially.

15           **THE COURT:** All right. With those additions, any  
16 further corrections?

17           **MR. SILBERFELD:** Not from the plaintiffs, Your Honor.

18           **THE COURT:** Brentwood School?

19           **MR. MILLER:** Brentwood School's good.

20           **THE COURT:** All right.

21           **MR. ROSENBERG:** I -- there's one. I will have some  
22 objections, but before I get to those, there is one correction,  
23 a technical correction I believe it's page 7, line 5, it's the  
24 paragraph there's a reference to Veterans Administration.

25           **THE COURT:** Okay.

1           **MR. ROSENBERG:** It probably should just be --

2           **THE COURT:** Just a moment, let me catch up with you.  
3 There's no just reason for delay as to Veterans Administration.

4           **MR. ROSENBERG:** It probably should either just be VA  
5 as it is used throughout the agreement or the Department of  
6 Veterans Affairs.

7           **THE COURT:** Is VA acceptable?

8           **MR. SILBERFELD:** Yes, Your Honor.

9           **THE COURT:** All right. VA. Okay.

10           All right. I'm prepared to sign that document then  
11 with the corrections, counsel.

12           **MR. SILBERFELD:** We'll make the corrections and clean  
13 it all up and resubmit it.

14           **THE COURT:** For this record, that document has been  
15 signed and approved by the Court subject to those corrections  
16 on the record.

17           **MR. ROSENBERG:** I did want to interpose some  
18 objections on the record, Your Honor.

19           **THE COURT:** All right. Please.

20           **MR. ROSENBERG:** It's Brad Rosenberg from the  
21 Department of Justice on behalf of the United States. Perhaps  
22 the easiest way to do this is to incorporate by reference my  
23 prior objections to the settlement agreement, including any  
24 provisions to carry forward from the settlement agreement into  
25 the proposed permanent injunction.

1           Specifically I would highlight that the Government  
2 objects to the entry of the proposed permanent injunction.  
3 It -- you know, we recognize that the Court has issued its  
4 findings of fact and conclusions of law and post-trial opinion,  
5 but the Government continues to disagree with the Court's  
6 conclusions, including its legal conclusions as they flow to  
7 the issues that are being considered in this order.

8           So we object to the entry of the injunction,  
9 substantively.

10           **THE COURT:** Okay.

11           **MR. ROSENBERG:** I did also want to briefly discuss  
12 the compliance paragraph, which is paragraph 2 of the  
13 injunction itself. And if you could just give me --

14           **THE COURT:** I'm going to turn to the final judgment  
15 and permanent injunction in just a moment.

16           **MR. ROSENBERG:** Understood, understood.

17           **THE COURT:** All right.

18           **MR. ROSENBERG:** But before we get to that, I'm still  
19 discussing the proposed permanent injunction as to the  
20 Brentwood School. And --

21           **THE COURT:** On what page again?

22           **MR. ROSENBERG:** I'm trying to find it right now, so  
23 I'm asking for the Court's indulgence --

24           **THE COURT:** Certainly.

25           **MR. ROSENBERG:** -- for just one moment.

1 This would be on page 8, paragraph 2, lines 13  
2 through 26. This is the compliance provision.

3 If there's one thing that I've learned being in the  
4 court for the past year, it is that the Court is more than  
5 capable of making its views known and of ordering compliance  
6 with its orders.

7 And the Government, I believe, has consistently  
8 complied with all of the orders that the Court has entered and  
9 has promptly appeared at every hearing that the Court has  
10 scheduled.

11 The language in this paragraph sweeps far beyond the  
12 subject matter of this permanent injunction. The injunctive  
13 relief the plaintiffs are proposing relates to the Brentwood  
14 School. And yet, the language that they would have this Court  
15 enter would require VA's compliance with terms of the  
16 injunction and the settlement agreement, the Court's post-trial  
17 opinion, and any and all emergency orders issued subsequent to  
18 the Court's post-trial opinion and that can reasonably be read  
19 into include orders that the Court has not yet issued.

20 For starters, that language is unnecessary because  
21 the United States Government will, of course, make every effort  
22 to comply with any injunction that the Court may issue, absent  
23 the ability to obtain relief.

24 It's also improper because when the Court issues an  
25 injunction it should be narrowly tailored to address the

1 specific harm that the injunction is designed to remedy. And  
2 the provisions in this paragraph do -- are not narrowly  
3 tailored to address any particular harm and certainly no harm  
4 as it relates to the Brentwood School. And so we believe that  
5 the inclusion of this language would be a legal error for this  
6 Court.

7 It also requires witnesses to testify, which I've  
8 highlighted earlier without regard to the physical location of  
9 those witnesses or their level of seniority, or their relevance  
10 to a particular issue being decided. It simply presumes that  
11 they would be necessary and that is sweeping relief that is  
12 unmoored from the relatively narrow issues that this injunction  
13 otherwise purports to address.

14 It has language that requires VA to cooperate fully.  
15 I'm not sure what that means. I think that again, as the  
16 United States we will of course comply with all of the Court's  
17 orders, but to put that into language into the injunction is  
18 improper.

19 And finally, we appreciate the Court's  
20 acknowledgement that it will be reasonable in ordering any  
21 hearings in this matter, but we would submit that three  
22 business days' notice is insufficient and should not be  
23 memorialized in the injunction itself.

24 **THE COURT:** Okay. Thank you.

25 **MR. ROSENBERG:** Thank you.

1           **THE COURT:** Counsel, response?

2           **MR. SILBERFELD:** Nothing further, Your Honor.

3           **THE COURT:** All right. I think those objections have  
4 been noted.

5                   Concerning the final judgment and permanent  
6 injunction requested, I'm going to turn to that document,  
7 counsel. And this document I believe needs to be memorialized,  
8 so as I go through this document if there are nits, et cetera,  
9 that anybody catches, please call it to the Court's attention.

10                   It's a final judgment of permanent injunction and  
11 other relief requested. Plaintiffs in this case are Joseph  
12 Fields, Lavon Johnson, National Veterans Foundation, Joshua  
13 Robert Petitt, Jeffrey Powers, Deavin Sessom, Laurieann Wright.

14                   They bring claims on behalf of a certified class  
15 consisting of all homeless veterans with serious mental illness  
16 or traumatic brain injuries, who reside in Los Angeles County  
17 and homeless veterans who have been or remain unhoused or at  
18 risk of being unhoused, a subclass consisting of all members  
19 whose income, including veteran disability benefits exceeds 50  
20 percent of the area median income.

21                   Plaintiff's operative amended complaint was filed on  
22 March 15th, 2023. And on April 5th, 2024 complainant and  
23 intervention Bridgeland Resources LLC filed its operative  
24 complaint and intervention for declaratory relief against  
25 plaintiffs.

1           The Court certified the class and subclass on May  
2 3rd, 2024. On July 14th, 2024, the Court granted partial  
3 summary judgment in favor of plaintiffs. The Court conducted a  
4 bench trial that began on August 6th, 2024 and concluded on  
5 August 30th, 2024.

6           On September 6th, 2024 the Court filed its post-trial  
7 opinion, findings of fact and conclusions of law. Consistent  
8 with the Court's prior opinions and order including its post-  
9 trial opinion, this final judgment resolves all claims pursuant  
10 to Federal Rule of Civil Procedure 58.

11           It is ordered and adjudged and decreed for the  
12 reasons set forth in the Court's prior opinions and orders  
13 including its post-trial opinion that judgment be entered in  
14 favor of plaintiffs and the certified class and subclass on the  
15 first through third causes of action against defendants Denis  
16 Richard McDonough in his official capacity, Secretary of  
17 Veterans Affairs, Robert Merchant in his official capacity,  
18 Director of VA, Greater Los Angeles Healthcare System, Keith  
19 Harris in his official capacity, Senior Executive Homelessness  
20 Agent, VA Greater Los Angeles Healthcare System and Adrienne  
21 Todman in her official capacity, Acting Secretary of Housing  
22 and Urban Development, that judgment be entered in favor of  
23 plaintiffs and the certified class and subclass on the fourth  
24 and sixth causes of action against defendants McDonough,  
25 Merchant, Harris in their official capacities and that judgment



1 be entered in favor of defendants McDonough, Merchant, and  
2 Harris in their official capacities on the fifth cause of  
3 action.

4           The Court also enters judgment for plaintiffs in the  
5 certified class and subclass on the seventh cause of action  
6 against defendants McDonough, Merchant and Harris in their  
7 official capacities regarding only the Safety Park lease and  
8 for defendants McDonough, Merchant and Harris in their official  
9 capacities on the seventh cause of action in all other  
10 respects.

11           And finally, the Court enters judgment for plaintiffs  
12 in the certified class and subclass against Bridgeland on their  
13 first cause of action contained in Bridgeland's complaint and  
14 intervention.

15           It's further ordered, adjudged and decreed that  
16 defendants Richard -- Denis Richard McDonough in his official  
17 capacity, Secretary of Veterans Affairs, Robert Merchant, in  
18 his official capacity, Director of VA Greater Los Angeles  
19 Healthcare System and Keith Harris in his official capacity,  
20 Senior Executive Homelessness Agent, VA Greater Los Angeles  
21 Healthcare System and defendant Adrienne Todman in her official  
22 capacity, Secretary, Department of Housing and Urban  
23 Development violated Section 504 of the Rehabilitation Act of  
24 1973, 29 U.S.C. Section 794 and the respective successors are  
25 hereby permanently enjoined and prohibited from engaging in

1 conduct consistent with the terms of paragraph 251,  
2 subparagraph C, D, E, F, G, I, J, K, L, M, which has been  
3 corrected and O of the Court's post-trial opinion. All other  
4 subparagraphs of paragraph 251 are formally entered by the  
5 Court as part of the judgment as to defendants McDonough,  
6 Merchant and Harris.

7           It's further ordered, adjudged and decreed that based  
8 upon the foregoing and the Court's further hearing on  
9 injunctive relief that occurred on September 25th, 2024,  
10 September 26th, 2024, October 2nd, 2024, October 4th, 2024,  
11 October 7th, 2024, October 8th, 2024, and October 11th, 2024  
12 that the following orders are entered as part of this judgment.

13           First, the UCLA order, ECF No. 309; second, the  
14 Safety Park order, ECF No. 310; third, the Bridgeland order,  
15 ECF No. 311; fourth, the emergency order No. 1, ECF No. 341;  
16 fifth, the emergency order No. 2, ECF No. 342, and the VA  
17 injunction.

18           It's further ordered and adjudged and decreed that  
19 based on the foregoing and the Court's further hearings on  
20 injunctive relief regarding Brentwood School, the settlement  
21 agreement between plaintiff's class and non-party Brentwood  
22 School is set for preliminary hearing approval on, and now let  
23 me discuss that with all parties.

24           It's my understanding that these funds cannot be  
25 transferred, pursuant to your agreement, from Brentwood School

1 to the VA, until we have a final approval of the Court. But  
2 it's also my understanding that all of us in a sense want to  
3 make certain that these funds are available as quickly as  
4 possible to attempt to get modular housing up as quickly as  
5 possible, especially with inclement weather coming to save some  
6 lives and misery on the streets with our homeless veterans.

7 So I'm proposing October 16th at 9 p.m. for the  
8 fairness hearing and November 13th at 9 p.m. and I want you to  
9 check your calendars out of convenience so -- no, you two have  
10 the conversation. I see a shaking of the head, you know, it's  
11 a --

12 **UNIDENTIFIED:** A.m.

13 **THE COURT:** Pardon?

14 **UNIDENTIFIED:** A.m.

15 **THE COURT:** Oh, a.m., I'm sorry. A.m., yeah. A.m.,  
16 thank you very much, a.m. on both days because we have hearings  
17 with the City of LA on those days. Thank you for the reminder,  
18 John.

19 Now, you two step over quietly. I don't want to  
20 hear.

21 **MR. SILBERFELD:** We've done it.

22 **THE COURT:** We have?

23 **MR. SILBERFELD:** October 18th rather than the 16th,  
24 Your Honor?

25 **THE COURT:** Okay. Just a moment. That'd be a

1 Friday, correct?

2 **MR. SILBERFELD:** Yes.

3 **THE COURT:** All right. October 18th, 8 a.m. for the  
4 preliminary approval and a fairness hearing on November --

5 **MR. SILBERFELD:** 13th?

6 **THE COURT:** -- 13th, 8 a.m.

7 Now, if the Court grants both preliminary approval of  
8 this settlement and issues a fairness hearing in a fairness  
9 hearing order, those orders shall be merged into this judgment  
10 without the necessity for further separate judgment or order.

11 It's further ordered and adjudged and decreed that  
12 John Hueston and Michelle Martinez are hereby appointed in  
13 accordance with the Court's order appointing special monitor  
14 entered on September 11th, 2024, ECF No. 304 to ensure timely  
15 and comprehensive compliance with this judgment, which includes  
16 injunctive relief in the form of additional housing at the West  
17 LA VA grounds and termination of unlawfully land use  
18 agreements.

19 It's further ordered and adjudged and decreed that  
20 this permanent injunction takes effect immediately. All  
21 injunction compliance deadlines referred to in the Court's  
22 post-trial opinion, findings of fact and conclusions of law  
23 shall run from the date of this judgment, except as to orders  
24 contained in ECF Nos. 309, 310, 311, 341 and 342. And the  
25 Court retains jurisdiction over this action until 2030, or

1 until VA completes the construction of permanent supportive  
2 housing identified in the Court's post-trial opinion, whichever  
3 is later for the purpose of enforcing this final judgment and  
4 permanent injunction.

5 It's further ordered, adjudged and decreed that the  
6 deadline for any of the parties to move for an award of  
7 attorney's fees and costs shall be 30 days after the expiration  
8 of the time for any appeal or petitioned for writ of certiorari  
9 to be filed. And if an appeal or petition for writ of  
10 certiorari is filed until 30 days after the disposition of any  
11 appeal or petition for a writ of certiorari.

12 Now, counsel, are there any nits or corrections to  
13 that?

14 **MR. SILBERFELD:** The only one would be to add the ECF  
15 No. for the VA injunction, which we don't quite have yet.

16 **THE COURT:** All right.

17 **MR. SILBERFELD:** But we'll do that and once again  
18 we'll provide a clean copy for the Court's signature.

19 **THE COURT:** For those clean copies, counsel, you  
20 can -- I'm sorry.

21 **MR. ROSENBERG:** I did have some objections for the  
22 Court.

23 **THE COURT:** Please. Why don't you made those on the  
24 record.

25 **MR. ROSENBERG:** Okay. Brad Rosenberg from the

1 Department of Justice on behalf of the United States.

2 As a threshold matter, the Government wants to make  
3 clear and I think it is already clear that it disagrees with  
4 the Court's post-trial decision, findings of fact and  
5 conclusions of law, and therefore, the Government disagrees  
6 with and objects to all of the relief that the Court has  
7 ordered, either through the post-trial opinion, findings of  
8 fact or conclusions of law, or as to the final judgment.

9 We have, however, worked with plaintiff's counsel to  
10 try to come up with a form of final judgment that we believe  
11 captures what the Court intended in its post-trial opinion, as  
12 well as the subsequent orders that the Court has issued.

13 And we were able to resolve most of our differences  
14 regarding our interpretation of the Court's order. There are,  
15 however, three substantive differences of opinion and that is  
16 reflected in a filing that plaintiffs made this afternoon  
17 containing the federal defendants' version of the final  
18 judgment.

19 And I just want to highlight those for the Court  
20 because those three areas of difference are material and, you  
21 know, we believe that our interpretation with our filing  
22 actually captures what the Court intended, with the  
23 understanding that, of course, the Court ultimately knows what  
24 it intended. And again, we submitted that without prejudice to  
25 our ability to object to and we are objecting to the substance

1 of it, of the entry of relief.

2 So the first difference of opinion appears on page 2,  
3 the first paragraph and these are documents, just for the  
4 record, I believe it's ECF 354-1 is plaintiff's version and  
5 355-1 is the defendants' version.

6 And the difference of opinion concerns the definition  
7 of the class. And to summarize, plaintiff's class definition  
8 includes a phrase that in addition to, all homeless veterans  
9 with serious mental illness or traumatic brain injuries who  
10 reside in Los Angeles County and then they add the phrase and  
11 homeless veterans who have been or remain unhoused or are at  
12 risk of being unhoused.

13 That language does not appear in our version of the  
14 judgment because we do not believe that that is the class that  
15 the Court actually certified.

16 It has the effect, plaintiff's language has the  
17 effect of substantially expanding the class beyond individuals  
18 who have serious mental illness or traumatic brain injuries and  
19 we would think it would error for the Court to enter judgment  
20 along those lines.

21 Recall that plaintiffs' primary claims in this  
22 lawsuit are Rehabilitation Act claims by individuals who have  
23 medical conditions and who have alleged that they need  
24 permanent supportive housing in order to access their VA  
25 healthcare benefits.

1 Plaintiffs' class action definition expands the class  
2 beyond the scope of their Rehabilitation Act claims and we  
3 think therefore that definition is improper and that the class  
4 should be defined based on the class that plaintiffs requested  
5 at the class certification stage as reflected in the federal  
6 defendants' version of the proposed form of judgment.

7 The second difference between the parties occurs, and  
8 I'm looking at plaintiffs' version of the judgment, this is at  
9 ECF 354 of page 3, approximately lines 25 to 26, this is under  
10 the paragraph 2.

11 And to orient the Court a little bit, there are --  
12 different numbered paragraphs do different things in the  
13 judgment. And paragraph 2 can be thought of as the injunctive  
14 relief portion of the judgment.

15 And in the injunctive relief paragraph that  
16 plaintiffs have, they include defendant Adrienne Todman in her  
17 official capacity, it actually should be Acting Secretary of  
18 Housing and Urban Development.

19 And our version of the judgment excludes Ms. Todman  
20 from the injunctive relief that the Court has entered. And the  
21 reason that our version of the judgment excludes Ms. Todman  
22 from the relief, the injunctive relief that the Court is going  
23 to enter, is because none of that injunctive relief is relevant  
24 to HUD.

25 If the Court goes back and looks at paragraph 251 and



1 the specific subparagraphs that are identified in the parties'  
2 respective forms of judgment, all of that injunctive relief  
3 relates to VA and not the Department of Housing and Urban  
4 Development.

5 And so it'd be error for the Court to be issuing an  
6 injunction against an agency where the injunctive relief simply  
7 does not and should not apply.

8 The third difference -- hold on one minute, please.

9 The third difference is a little bit more in the  
10 weeds, but it concerns the individually identified  
11 subparagraphs of paragraph 251 and specifically plaintiff's  
12 version of the judgment includes paragraph M, which as the  
13 Court noted it has corrected with an errata.

14 **THE COURT:** Uh-huh.

15 **MR. ROSENBERG:** And the federal defendants' version  
16 does not include paragraph M.

17 Now, paragraph M, as corrected, says that for any  
18 permanent supportive housing unit on the WLA VA grounds built  
19 pursuant to this order, federal defendants shall employ the  
20 most efficient affordable and time sensitive financing of its  
21 housing projects. And as originally written, it said  
22 conventional financing and plaintiffs were correct to remove  
23 the reference to conventional financing, but the Government  
24 believes that's only one step in the right direction and that  
25 more needs to be done.

1           **THE COURT:** Okay.

2           **MR. ROSENBERG:** And the reason we believe paragraph M  
3 should not be entered as a form of injunctive relief is because  
4 it's inconsistent with what at least we believe the Court  
5 intended in its substantive opinion.

6           And so I refer the Court, probably doesn't have the  
7 opinion in front of it --

8           **THE COURT:** And that is that any of these three  
9 financing schemes --

10          **MR. ROSENBERG:** Yes.

11          **THE COURT:** -- or -- could be used.

12          **MR. ROSENBERG:** I mean, this is Document ECF 302,  
13 specifically pages 42 to 43 and there are two --

14          **THE COURT:** Yeah.

15          **MR. ROSENBERG:** -- pieces of that analysis that I'd  
16 like to highlight. The first appears on page 42, line 17 to  
17 19 --

18          **THE COURT:** Uh-huh.

19          **MR. ROSENBERG:** -- where the Court said, the Court is  
20 wary, however, of removing developers access to federal, state  
21 and local tax credits which are a major source of affordable  
22 housing financing.

23          **THE COURT:** Yeah, let me talk to both of you about  
24 that for just a moment. It's clear in the opinion and with the  
25 errata it's clear, but also it could be construed as narrowing,

1 when it says, the most efficient.

2           It was always the Court's intent and it's clearly  
3 opinion, but not necessarily clear in paragraph M in the  
4 findings of fact, that this could be construed as narrowing.  
5 And it's always been the Court's intent to give developers all  
6 three methods as broad as possible.

7           If they want to continue with the limited pool in  
8 terms of tax credits, so be it. The Court doesn't wish to  
9 interfere with that. By the same token, the small market  
10 rates, et cetera, it's a huge opportunity to go to conventional  
11 financing, expand that pool and that could really quite frankly  
12 kickstart some of the developments.

13           And the third, of course, was the direct financing  
14 that the Court believes could be undertaken. It's always been  
15 the Court's intent to be as broad as possible and I think  
16 that's a very well taken concern. I'm wondering if M shouldn't  
17 be reworded to more correctly reflect what's actually written  
18 in the opinion.

19           **MR. SILBERFELD:** We can do that.

20           **THE COURT:** Okay. I'm going to adopt that, counsel,  
21 and thank you.

22           **MR. ROSENBERG:** Okay.

23           **THE COURT:** All right.

24           **MR. ROSENBERG:** And I think the Court identified  
25 exactly --

1           **THE COURT:** Yeah.

2           **MR. ROSENBERG:** -- our concern --

3           **THE COURT:** Yeah.

4           **MR. ROSENBERG:** -- that we want to retain as much  
5 flexibility as possible.

6           **THE COURT:** Absolutely, let's give the developers and  
7 not narrow them, every opportunity to finance. Okay. Counsel,  
8 your response?

9           **MR. SILBERFELD:** Yes, the only two responses very  
10 quickly, Your Honor, with respect to the class definition that  
11 counsel refers to that is found at page 2 of the judgment, that  
12 language, and homeless veterans who have been or remain  
13 unhoused or at risk of being unhoused, comes from the Court's  
14 opinion --

15           **THE COURT:** Right.

16           **MR. SILBERFELD:** -- at page 40, I think it's lines 1  
17 and 2.

18           **THE COURT:** Right.

19           **MR. SILBERFELD:** So I would ask that the Court keep  
20 that language in.

21           With respect to Ms. Todman and her inclusion at page  
22 3, there are a number of these injunctive relief proposals and  
23 the Court's opinion that relate to HUD and how HUD conducts its  
24 business relative to the local housing authorities, for  
25 example. That's why she is an appropriate person to be

1 included here in her official capacity.

2 And with respect to Subpart M of paragraph 251,  
3 perhaps the best thing to do would be to leave it in here but I  
4 will work with counsel and propose some modifications that  
5 address the Court's concern --

6 **THE COURT:** Fine, okay.

7 **MR. SILBERFELD:** -- about keeping the financing  
8 options expansive.

9 **THE COURT:** All right.

10 **MR. MCCORMICK:** Your Honor?

11 **THE COURT:** Please.

12 **MR. MCCORMICK:** Sean McCormick for the intervener  
13 Bridgeland.

14 I just want to make clear for the record that  
15 Bridgeland continues to object to the substance of the relief  
16 in the judgment and the injunction issued against Bridgeland,  
17 but we don't have any comments or objections to the form.

18 **THE COURT:** Let me ask one more question concerning  
19 Bridgeland to make certain that the Court only does -- well,  
20 let me strike that.

21 There's a difference between capping and your ceasing  
22 the extraction of oil. And it's represented on the record that  
23 you, not you personally, but Bridgeland had ceased the  
24 extraction of oil. When I asked your co-counsel that the other  
25 day, there seemed to be a little bit of uncertainty about that.

1 If the Court was wrong in its opinion and the Circuit reversed  
2 the Court as to Bridgeland, I wouldn't want the added expense  
3 of you pouring cement literally down the drill well. Have you  
4 ceased the extraction of oil?

5 **MR. MCCORMICK:** My understanding is that is currently  
6 true today on a temporary basis. There's maintenance or work  
7 that needs to be done on the well.

8 **THE COURT:** Okay.

9 **MR. MCCORMICK:** So for that reason, oil extraction  
10 has been ceased temporarily. Yes.

11 **THE COURT:** I think, then, I'm going to reword a  
12 portion of the prior order and modify it because I'm going to  
13 deny your stay in this matter. But instead of capping, I'm  
14 going to simply substitute and make that you're to cease the  
15 extraction of oil and give you a date certain. And that way  
16 you're not pouring cement down the well. But by the same  
17 token, it will give you a date that you're absolutely to cease  
18 the extraction of oil. And that way you have a date certain  
19 and can get to the Circuit.

20 **MR. MCCORMICK:** And so I can make the record clear,  
21 both ceasing extraction and capping the well would cause  
22 irreparable harm to Bridgeland. And I think my co-counsel  
23 explained a bit of this on the record on Tuesday.

24 **THE COURT:** Yeah. Yeah.

25 **MR. MCCORMICK:** So Bridgeland would continue to

1 object that ceasing extraction would be just as -- it would  
2 cause just as much irreparable harm to Bridgeland. And if that  
3 is the Court's intention, I would orally request that that  
4 order, a modified order that you described would be stayed  
5 during the pendency of Bridgeland's appeal.

6 **THE COURT:** I'm going to deny your stay. All I'm  
7 offering you is not to have the added expense of reinstituting  
8 that well or reconstituting that well in the future by  
9 literally pouring cement, which is capping into that drill  
10 site. But as far as the stay is concerned, you'll find that I  
11 deny that. You'll get that on Tuesday. Okay.

12 **MR. MCCORMICK:** Understood. Thank you, Your Honor.

13 **THE COURT:** And I think in abundance of caution, just  
14 in case there is a reversal by the Court, I don't wish to cause  
15 you additional harm in capping, so I'm going to change that to  
16 the extraction. Okay?

17 **MR. MCCORMICK:** Okay. So the Court will be modifying  
18 the injunction against Bridgeland --

19 **THE COURT:** Yeah. Yeah.

20 **MR. MCCORMICK:** -- denying the pending motion for a  
21 stay, and also denying a request to stay the modified  
22 injunction that requires Bridgeland to cease production of oil;  
23 is that correct?

24 **THE COURT:** Well, no, that's getting confusing. I  
25 was very clear. What was unclear about what I just said?

1           **MR. MCCORMICK:** I guess my concern --

2           **THE COURT:** Let me tell you exactly what I said, and  
3 sometimes I misspeak. But first, I'm denying your stay; am I  
4 clear?

5           **MR. MCCORMICK:** Yes, Your Honor.

6           **THE COURT:** Okay. Now, second, I don't wish to cause  
7 you, though, additional expense in case the Circuit disagreed  
8 with this Court by causing the additional expense of pouring  
9 cement down the well. I'm simply going to order that you cease  
10 the extraction of oil, and I'm going to give you a date certain  
11 in my order. I'm very clear about that. So I don't need to  
12 have you rephrase what I'm saying. Okay?

13           **MR. MCCORMICK:** I understand. Thank you, Your Honor.

14           **THE COURT:** All right. Thank you very much.

15           All right. Now, is there anything else concerning  
16 Brentwood School?

17           **MR. MILLER:** Can I consult with my colleague for just  
18 one moment?

19           **THE COURT:** Certainly, Mr. Miller. And we have a  
20 number of other presentations today, and I want to get to  
21 Mr. Soboroff and some other folks.

22           (Pause)

23           **THE COURT:** And counsel, I'd like these corrections  
24 submitted today. Okay? The Court's going to be working this  
25 weekend. I don't want to delay this and I want to be able to



1 affix my signature to final orders.

2 (Pause)

3 **THE COURT:** And Mr. Miller, you might remain for just  
4 a moment when we get into the next phase and then leave at your  
5 convenience, because it may just be additional information that  
6 you may or may not need, but you've been here, so stay with us  
7 a little while.

8 **MR. MILLER:** Okay.

9 (Pause)

10 **MR. SILBERFELD:** So Your Honor, we have a few  
11 adjustments to be made to the permanent injunction. We have a  
12 few adjustments to be made to the final judgment. We can work  
13 on all that in the next few minutes.

14 **THE COURT:** No, tell me what they are because I want  
15 to get this resolved and I don't want any surprises now.

16 **MR. SILBERFELD:** No changes other than the ones we  
17 recited about the permanent injunction. None with respect to  
18 the judgment, other than a change to the language of paragraph  
19 251, subparagraph 1 --

20 **THE COURT:** All right.

21 **MR. SILBERFELD:** -- and we're going to -- I'm just  
22 going to write that up and show it to counsel and we'll be  
23 done.

24 **THE COURT:** All right. That's acceptable. Then you  
25 submit it to the Court.

1           **MR. SILBERFELD:** But nothing else.

2           **THE COURT:** Okay, then you can submit that to the  
3 Court --

4           **MR. SILBERFELD:** Right.

5           **THE COURT:** -- and consider these approved. Okay?  
6 Now, I'd like to hear for a moment about these  
7 modular homes, and we should have been able to start this  
8 morning, but we couldn't start, quite frankly, until we knew if  
9 we had a resolution between Brentwood School and the veterans.

10           **MR. SILBERFELD:** Maybe I can provide a brief overview  
11 of what the plaintiffs have done through Mr. Soboroff and  
12 Mr. Johnson.

13           **THE COURT:** Sure.

14           **MR. SILBERFELD:** I'd like to introduce the court to  
15 Kelly Farrell. Kelly is with Gensler, one of the great  
16 architecture firms in the world, actually.

17           **THE COURT:** Okay. Hi.

18           **MR. SILBERFELD:** Kelly runs the Los Angeles office  
19 and the residential housing program at Gensler, and she and  
20 Mr. Soboroff and Mr. Johnson, and to a smaller extent, me, have  
21 put together a presentation about the possibilities for modular  
22 housing on the two parcels that we've talked about: the UCLA  
23 parking lot and a slice of the columbarium parking lot behind  
24 the stadium.

25           **THE COURT:** That would be 7, I believe.

1           **MR. SILBERFELD:** That's 7 and Magenta B.

2           **THE COURT:** Okay. Well, I welcome that presentation.  
3           First of all, I want to thank Ms. Black just publicly  
4 for working with the counsel and the Court last week. You  
5 really hold a lot of the ability for us to go forward in the  
6 procurement process, and it takes a little bit of time for this  
7 money to transfer because this is a class and we have to have  
8 preliminary and final class. But I think we may be able to  
9 move ahead in hearing the presentation today and see what's  
10 possible here.

11           There was also Paul Chow. I know, Roman, you went  
12 out.

13           **MR. SILBERFELD:** Paul had to leave.

14           **THE COURT:** Pardon me?

15           **MR. SILBERFELD:** He had to leave. He had to go to  
16 his Monrovia --

17           **THE COURT:** Okay. But I know that the counsel went  
18 out there to his establishment at 3 o'clock the day of our last  
19 session. Okay.

20           So it's nice meeting you. Let's hear the  
21 presentation for a moment.

22           **MR. SOBOROFF:** Judge, our presentation today will  
23 be --

24           **THE COURT:** I just note -- Mr. Miller, I want you to  
25 remain because if it ever affected parcel 9, for instance, or a

1 baseball field, which we don't -- you need to hear because we  
2 started out with double story. Now we're down to one story  
3 modular and that's taking more land. Okay?

4 And I publicly want to thank the chairman of  
5 Brentwood School. You've been here each and every day  
6 representing the school and really come forward and been  
7 exemplary in trying to reach an agreement. I just want to  
8 publicly acknowledge you and thank you for your participation,  
9 as well as the veterans who've been here working with you.

10 I truly believe that this principally is going to  
11 benefit both parties. And I say that informally after having  
12 reached the agreement between the two of you. I don't think  
13 these facilities could ever be built by the VA, nor should they  
14 be if there's a public pool, a track, a weight room.

15 By the same token, these young people need to be able  
16 to use those facilities. And I think that now we've reached a  
17 point that I'm absolutely convinced that this does principally  
18 benefit the veterans, but it also allows your school to go  
19 forward. I think that's a good day for all of us. So thank  
20 you for your attendance.

21 All right, counsel, let's hear the presentation. I'd  
22 ask Mr. Miller to remain. Yeah. This is Mr. Soboroff. This  
23 is Mr. Johnson.

24 **MR. SOBOROFF:** Judge, we've all worked on projects,  
25 legal cases, public policy issues that may have been bigger

1 than this, but we all agree that none of our clients have ever,  
2 ever been as important as the veterans that are involved in  
3 this case and in greater Los Angeles. And you are loud and  
4 clear about the importance of every veteran, as well as the  
5 entire class and the need to get them off the streets and get  
6 them off the streets quickly.

7 And you have said -- you have tasked us with looking  
8 at specific sites on the property, then looking closer at sites  
9 on the property, and then defining the first sites on the  
10 property on which we could do an emergency, they're all an  
11 emergency, an emergency 50 to 60 homes.

12 We have completed that task. We can do it within  
13 your timeline. We're on the bus to yes, Judge, and we need  
14 help. So my part of the presentation is about one more minute  
15 and then I've got to head to Yom Kippur.

16 **THE COURT:** Okay.

17 **MR. SOBOROFF:** But Randy and Kelly will complete the  
18 presentation.

19 **THE COURT:** Oh, by the way, if I'm interfering with  
20 that, I can recess at any time.

21 **MR. SOBOROFF:** Oh, it's just with me, but --

22 **THE COURT:** Okay. Well, if anybody -- Yom Kippur, I  
23 mean, that's -- we're not interfering with religious --

24 **MR. SOBOROFF:** That's Koufax action.

25 **THE COURT:** Okay. All right.

1           **MR. SOBOROFF:** Okay. And the presentation is done  
2 through a series of visual renderings, which should make it not  
3 only easy to understand, but exciting.

4           The sites that have been selected to do these 56  
5 units are the parking lot of UCLA, which is Magenta B --

6           **THE COURT:** B. B.

7           **MR. SOBOROFF:** -- and 7. 7 may take some temporary  
8 approval of the columbarium because that is land that is a part  
9 of the columbarium 30-year master plan.

10           I'm going to turn it now over to Kelly. I'd like for  
11 Kelly to introduce herself. She's had a team of six or seven  
12 people. We've had calls every single day, every single night,  
13 middle of the night, to be able to put this together. We have  
14 talked to purveyors of units. We have a list of prospective  
15 manufacturers. But you said this is an emergency. They can't  
16 build them, Judge, fast enough.

17           So what we have found is a lot of these units, this  
18 specific unit, have been built and have been sold to RV dealers  
19 and that are in stock in different specific places around  
20 California, Arizona, and Nevada. And, you know, I wish we  
21 could have done this on Cyber Monday because we could have  
22 gotten a discount. But Kelly and her team have been calling  
23 everybody and saying, how many of these suckers can we get?  
24 And how many can you get here next Thursday?

25           **THE COURT:** Are these trailers or modular?

1           **MR. SOBOROFF:** No, these are the -- these are --

2           **MS. FARRELL:** These are manufactured.

3           **MR. SOBOROFF:** -- manufactured modular homes. Wait  
4 until you see them. You're going to -- I'm telling you, you're  
5 going to be all smiles. I wish I could stay. God is telling  
6 me I can't. But I want to watch your face when you see this  
7 presentation. Okay?

8           I'm going to turn it over to Kelly and then Randy  
9 will talk about utilities. We've been given some information  
10 about the utilities. And, Judge, this is too important for  
11 anybody who wants to be on the bus to know, to have a seat with  
12 us, because this can be done in the time frame that you're  
13 talking about.

14           **THE COURT:** Thank you.

15           **MR. SOBOROFF:** Kelly?

16           **MS. FARRELL:** Thank you so much.

17           **MR. SOBOROFF:** God bless you and thank you for all  
18 you're doing.

19           **MS. FARRELL:** Thank you and get home for the holiday.  
20 Your Honor, it's a pleasure to meet you. As Stephen already  
21 said, my name is Kelly Farrell. I'm co-managing director of  
22 Gensler's Los Angeles office. I also co-lead a residential  
23 practice. In that practice, we work across a spectrum of  
24 housing. We have a large commitment.

25           **THE COURT:** Kelly, pull that just a little closer and

1 just a little slower. Okay?

2 **MS. FARRELL:** Okay. Is that better?

3 In that practice, we have a massive commitment to  
4 solving the housing crisis. And we work in everything from  
5 permanent supportive to affordable to market rate housing.

6 **THE COURT:** Okay. And you're with Gensler?

7 **MS. FARRELL:** I'm with Gensler.

8 **THE COURT:** Okay. I know of you.

9 **MS. FARRELL:** That's good.

10 **THE COURT:** Yeah.

11 **MS. FARRELL:** If you could go to the front page.

12 **THE COURT:** Okay.

13 **MS. FARRELL:** When we started working with the team,  
14 they let us know of the order to move at pace. And the  
15 question was, what can we do in 60 days? I'm missing  
16 something. I don't have your glasses, Roman. What can we do  
17 in 60 days? What can we do in 90 days?

18 And so we looked at a series of manufactured and  
19 modular homes and solutions. We've reached out to 40  
20 manufacturers to date. I have a team in L.A. who is calling,  
21 networking, seeing where we can end up in someone's queue and  
22 how we can deliver 50 homes. And that's what this list  
23 represents. And we're continuing to advance that list and to  
24 advance options.

25 **THE COURT:** Kelly, does that first diagram or picture



1 you put up on B and 7, does that represent --

2 **MS. FARRELL:** That represents 56 homes.

3 **THE COURT:** -- 50 homes total between 7, which is  
4 that half lot, and B? Is that 50 I'm looking at or am I  
5 looking at 50 --

6 **MS. FARRELL:** It's 56.

7 **THE COURT:** Huh?

8 **MS. FARRELL:** 56.

9 **THE COURT:** 56 between the two?

10 **MS. FARRELL:** Yeah. And it also includes a resource  
11 building for counseling. That's the large building that you  
12 see on B.

13 **MR. JOHNSON:** And, Judge, on parcel 7, we're not  
14 using the entire parcel.

15 **THE COURT:** Okay.

16 **MR. JOHNSON:** We're using .9 of 1.9.

17 **THE COURT:** Okay.

18 **MS. FARRELL:** Yeah, our goal was not to have to cause  
19 any demolition because that would further delay the process.

20 **THE COURT:** Okay.

21 **MS. FARRELL:** If you can go back to the beginning and  
22 go to the second slide, please. Thank you.

23 As we started talking with manufacturers, we leaned  
24 into pre-manufactured homes that were park model homes. We did  
25 this because they were readily available in the market, and we

1 didn't have to wait in delay for manufacturing at a larger  
2 scale.

3 As we sit today, we identified over 26 available  
4 homes. Randy will take us through. We could have trucked in,  
5 set on site, tied down for seismic, and hooked up for  
6 utilities.

7 **THE COURT:** I'm going to repeat that back to you. 26  
8 that you could have trucked in?

9 **MS. FARRELL:** 26. If we could pay for them today, we  
10 could purchase them off the open market. We've also talked to  
11 the manufacturers of these same homes, who are willing to make  
12 commitments to build them and to build more.

13 **THE COURT:** The only thing holding up may be either  
14 the VA's commitment to this or -- and getting this \$3 million  
15 over to the VA pursuant to this agreement.

16 So I'm going to be asking the VA eventually to step  
17 up and just fund this with the representation, hopefully, that  
18 the \$3 million is coming to them, which I think it will. But  
19 this may not cover all the costs. Okay. Counsel?

20 **MS. FARRELL:** Did you want to add? We'll go to the  
21 next slide.

22 We've pulled a lot of different images of what these  
23 homes may look like. And you can go to the next slide. We  
24 want them to look like homes. We also have been in discussions  
25 with LifeArc about their product, and we understand the need

1 for shelter.

2 We also really, frankly, admire this product because  
3 it puts someone at home for a period of time. It implies  
4 permanence even in a temporary setting.

5 **THE COURT:** I'm going to slow you down because  
6 there's been discussion before you got here, Kelly.

7 **MS. FARRELL:** Yeah.

8 **THE COURT:** First of all, I think Ms. Black and Roman  
9 and I kind of met informally for quite a while last week, and  
10 one of the things we got concerned about was initially a  
11 kitchen. And the reason for that is, one, was the increased  
12 expense. And number two, in getting the emergency in, we could  
13 be taking a whole cross-section of homeless from the most  
14 docile to the most violent.

15 We've already had a fire in the tiny sheds, and God  
16 forbid we don't want that to occur here. So this may not be  
17 perfect. In fact, in the future, there may be an agreement  
18 with families or whatever that we go to a modular that has a  
19 kitchen.

20 But right now, I think there was kind of an agreement  
21 between all of us that for this first 50, we weren't going to  
22 include a "kitchen" with -- in that microwave fine, sink fine,  
23 toilet, obviously, all of those things. But the one thing we  
24 were concerned about just to begin with was no expense for a  
25 kitchen. So that refrigerator.

1           **MS. FARRELL:** No range, no refrigerator.

2           **THE COURT:** Well, time out. We're talking about, you  
3 know, we don't know yet. Refrigerator may be great for, you  
4 know, food to keep cold, et cetera, or small, whatever. But we  
5 were kind of taking that expense away in an emergency, trying  
6 to get people out of the rain first.

7           **MS. FARRELL:** Understood.

8           **MR. JOHNSON:** Judge, let me mention that --

9           **THE COURT:** Yeah.

10          **MR. JOHNSON:** -- when we went and talked to Paul, his  
11 cost, as you well know, was between 90,000 and 100,000 for a  
12 267-square-foot --

13          **THE COURT:** Yeah, I told him to get it down.

14          **MR. JOHNSON:** -- unit. And he could get it down 5 to  
15 10,000.

16          **THE COURT:** Yeah, I told him on the phone to get it  
17 down.

18          **MR. JOHNSON:** So this cost here is similar, but  
19 you're getting this kitchen. It's not a full kitchen. It's a  
20 kitchenette is all it is.

21          **THE COURT:** Well, Ms. Black, I'll have you talk to  
22 them in the VA, because I'm concerned about this push to get  
23 emergency basis folks in. And we could have all sorts of  
24 different people. Later on, we may be sorting out families, et  
25 cetera. But right now, in the initial push, I'm just saying

1 that that's not a requirement of the Court.

2 **MS. FARRELL:** And we could take the ranges out.  
3 They're temporary in nature.

4 **THE COURT:** Okay.

5 **MS. FARRELL:** They are exchangeable. The lines could  
6 be capped, the range could come out, and you could still  
7 deliver the rest of the unit.

8 **THE COURT:** Right. Okay, please continue. I'm sorry  
9 for interrupting. But I just wanted to catch up to some of our  
10 discussions.

11 **MS. FARRELL:** So the images that we have on the  
12 screen in front of all of you are some of the available units  
13 that we found in the market.

14 **THE COURT:** Okay.

15 **MS. FARRELL:** They also represent some of the units  
16 that manufacturers will put out. We've been putting together  
17 diagrams to show villages, places where people can build  
18 community, places where they can build relationship and have  
19 shelter.

20 If you go to the next slide. Here's a look for a few  
21 that we found online. We wanted to share that we weren't  
22 fabricating costs, but we were actually out finding solutions  
23 that we could move now.

24 Next slide, please. Some more of the interiors.  
25 Again, that range is removable just like the range in my

1 kitchen. Super simple to box it in and add a cabinet. The  
2 units that we've picked out, if you go to the next slide, they  
3 have a small living room. They have a small bedroom.

4 **THE COURT:** What's the -- Kelly, what's the square  
5 footage on this?

6 **MS. FARRELL:** This is about 397 square feet. We  
7 tried to keep them all under 400 square feet.

8 **THE COURT:** Does this match -- the initial diagram I  
9 saw, does this --

10 **MS. FARRELL:** This is what's in the diagram.

11 **THE COURT:** So this is 395. Because eventually,  
12 Ms. Black and I were talking to Paul Chow about 266 square  
13 feet. Just because of cost et cetera, but this is about 400.

14 **MS. FARRELL:** Yeah, and we're happy to continue to  
15 seek pricing and show what that pricing can deliver.

16 **THE COURT:** Where are they coming from?

17 **MS. FARRELL:** We have found them in Petaluma, in  
18 Riverside, all over California. We've gone as far east as the  
19 Carolinas. We've also gone into Texas and Arizona, but we are  
20 fixated on finding product that has HCD approval for the state  
21 of California.

22 **THE COURT:** Please continue. Thank you.

23 **MS. FARRELL:** Next slide. Just another plan,  
24 similar, a more accessible unit. You can continue to the next  
25 slide. Next slide, please.

1           So we wanted to kind of show the layouts. This is  
2 the detailed layout of the Magenta B lot. All of the units are  
3 accessible. The brown that you're seeing is a decking and it's  
4 got a ramp that runs adjacent to two units so that wheelchairs  
5 can easily access.

6           **THE COURT:** Do me a favor. Slow down. Repeat that  
7 again to me.

8           **MS. FARRELL:** Yeah. So the light brown that you see  
9 in the aerial rendering in front of the residences, in front of  
10 the cottages. There you go. Thank you. Has a ramp that goes  
11 down to grade so that these are wheelchair accessible.

12           We've clustered them around open spaces. So it gives  
13 the vets a place to recreate and relax and form community  
14 outside of the unit.

15           **THE COURT:** What's the present square footage in 209,  
16 for instance, if you know, or 208? Does anybody know or any of  
17 the veterans in the audience? If I went up to 209 again, 208  
18 or 401, what's my square footage out there? I imagine it's less  
19 than 400 square feet, frankly, or larger.

20           **MR. SILBERFELD:** I think it is less than 400, yeah.

21           **MR. JOHNSON:** Which building?

22           **MR. SILBERFELD:** 209. 205.

23           **MR. JOHNSON:** I think --

24           **THE COURT:** Well, Mr. Johnson, you wouldn't know.  
25 Rob might know. Just approximately, Rob.

1           **MR. REYNOLDS:** There's definitely some studio units  
2 that are less than the 400 square feet. There's also some one-  
3 bedroom units that are --

4           **THE COURT:** Yeah. These seem larger than what we're  
5 getting out of 209, 208, 205.

6           **MR. REYNOLDS:** These would be larger than some of the  
7 units in there.

8           **THE COURT:** Larger. Somebody's going to eventually  
9 suggest that if we had kitchens in there, they might even look  
10 like permanent, which is why Mr. Miller's here, because if we  
11 ever got to Parcel 9, which is there, I'd want him to see this.

12           Okay. How much? Like money?

13           **MR. JOHNSON:** So --

14           **THE COURT:** What's my range?

15           **MR. JOHNSON:** So average price is about 94,000 --

16           **THE COURT:** Okay.

17           **MR. JOHNSON:** -- you know, for these that she  
18 identified.

19           **THE COURT:** With or without kitchen?

20           **MR. JOHNSON:** And this is with the kitchen. And then  
21 here's what you have to add to it. You have to add to it the  
22 transportation to get it here. That's going to be 3 or 4,000 a  
23 unit. You're then going to have to have the hookup charges for  
24 this and the site development. Site development, we just got  
25 the information today. And we don't know where all the



1 manholes are and all that stuff. We can't give you a great  
2 number on that right now.

3 But, you know, if the site work and everything, if we  
4 threw a half a million at one acre, that should probably do it  
5 on a high scale.

6 **THE COURT:** Say that again.

7 **MR. JOHNSON:** So if we took -- we were at 94 plus,  
8 let's call it 3,000 for transportation. You're at 97. Add to  
9 it the hookup we were talking about is 13, was it?

10 **MS. FARRELL:** 13, 14.

11 **MR. JOHNSON:** Call it 14. You're now at 111. Site  
12 work, I'm going to say, is a half a million. And, Judge, you  
13 know, it's a woofers, but it's, we're hoping. What's that,  
14 Andrew? No?

15 **MR. ROSENBERG:** I think they were checking on the  
16 square footage of the units that are currently on campus. So  
17 we do have that information that we can provide.

18 **THE COURT:** Just use that mic. It's me, it's not  
19 you.

20 **MR. STRAIN:** Yeah, so for the Adaptive Reuse Studios  
21 and 208, it's 300 to 400 square feet. And for the one  
22 bedrooms, it's 450 to 700 square feet.

23 **THE COURT:** Okay. Okay.

24 **MR. JOHNSON:** What's the average, about 500?

25 **MR. STRAIN:** Yeah.

1           **MS. FARRELL:** Makes sense.

2           **MR. JOHNSON:** Yeah. So we're underneath that.

3           **THE COURT:** I'm unclear. Are you saying 500,000 per  
4 unit?

5           **MR. JOHNSON:** 500,000 for the acre, for per acre.

6           **THE COURT:** Per acre.

7           **MR. JOHNSON:** Per acre.

8           **THE COURT:** And 111,000 per unit with hookup,  
9 approximately.

10          **MR. JOHNSON:** Yes.

11          **THE COURT:** So let's take 50 times 111,000.

12          **MR. JOHNSON:** This site had --

13          **THE COURT:** About.

14          **MR. JOHNSON:** What was it? One and a half acres?

15          **MS. FARRELL:** This site is 0.9 acres.

16          **MR. JOHNSON:** All right.

17          **MR. FARRELL:** That's in front of you, and that's 24  
18 units.

19          **MR. JOHNSON:** Okay. So for that 24 units --

20          **THE COURT:** No, no, just take 50. Just --

21          **MR. JOHNS:** This is like seven, Judge.

22          **THE COURT:** Just to make this easy, let's assume we  
23 have both, 7. Let's just take 50 times 111.

24          **MR. JOHNSON:** We'll make it easy. 0.9 plus the 1.5  
25 is 2.4. 2.4 times 500,000 is a million two. A million two

1 divided by 56 units is roughly, call it 20 -- is that about  
2 20,000? There you go.

3 **MS. FARRELL:** Thank you.

4 **MR. JOHNSON:** So you're at 132 a unit times 56. We  
5 didn't add interiors.

6 **MS. FARRELL:** We didn't, but our walls are finished,  
7 so it's just furnishings.

8 **MS. BLACK:** This is Chelsea Black for VA. Can I add  
9 one detail? I think the per unit cost for the modular  
10 structure, I think we can spec that out pretty easily. But one  
11 caveat being, I think the utility work that is going to be  
12 required for each of these units, we're going to have to do  
13 some further investigation to really get the true cost, because  
14 I wouldn't necessarily think it would be 500,000. I would say  
15 it would be probably more in the realm of 1.5 million.

16 **MR. JOHNSON:** You think it's that high?

17 **MS. BLACK:** I do.

18 **MR. JOHNSON:** I don't know where the points of  
19 connection are, and so we'd have to -- if we have to, we could  
20 put -- these are all raised at least 18 inches?

21 **MS. FARRELL:** They're 18 inches off the ground, the  
22 way they come in.

23 **MR. JOHNSON:** So we could put a portable for the  
24 sewage and the water, you know, underneath each unit.

25 **MS. FARRELL:** Until we get the permanent utilities.

1                   **MR. JOHNSON:** Yes.

2                   **MS. BLACK:** Yes, I think that's where we need to  
3 maybe hedge this as an estimate until we really see what that  
4 true cost is going to be. We really need to focus on the units  
5 and focus on the, you know, commodity version of it until we  
6 get some further site investigation.

7                   **THE COURT:** I'm figuring around 8 million. I took  
8 132 times 56, came out with 7,392,000, rounded it up to about  
9 \$8 million.

10                   Now, my question to all of you is, with the  
11 settlement between Brentwood School, Mr. Miller, and the  
12 veterans, your position is that the VA should be paying for  
13 this anyway.

14                   **MR. JOHNSON:** Right.

15                   **THE COURT:** And I'm wondering if we have to wait for  
16 any of this 3 million to come in or if there can't be an effort  
17 or a commitment or at least a discussion about the 8 million,  
18 you know, forthcoming from the VA to get this rolling. And I'm  
19 wondering how long the procurement process takes. You're the  
20 expert, Ms. Black, on that.

21                   I'd have to sign an order, a limiting order, that  
22 would, as Brad said, take away, in a sense, competitive  
23 bidding. But we have competitive bidding going on, really,  
24 with the number of people we're negotiating with.

25                   I'm willing to do that on a limited basis with 50 to

1 100 to get this going and have the Court sign off on that.  
2 Later on, I'd go back to the tried, traditional time-consuming  
3 methods that we've run into. But on an emergency basis, I'd  
4 probably sign such an order, a procurement order, and protect  
5 the VA in terms of, you know, making this effort.

6 **MR. ROSENBERG:** That's already in emergency order  
7 number one, Your Honor, the temporary suspension of the  
8 procurement process.

9 **THE COURT:** Well, I want to make sure, Ms. Black --  
10 think about that because you're really my expert. I'm going to  
11 turn to you, Ms. Black, on many occasions and ask, you know,  
12 how is this working for the VA because of your expertise. So  
13 okay, let's go back to it.

14 So let's just assume we've got this rolling with  
15 procurement. We're not waiting for that. The VA is going to  
16 commit \$8 million, and we don't have to wait for the \$3 million  
17 because we know it's coming from Brentwood School. That's part  
18 of it. I can't believe we can't find \$5 million with this  
19 amount of money floating around.

20 Okay. Impressive.

21 **MS. FARRELL:** Well, we're running. So you know, we  
22 understand the task. We understand the need. And so we're  
23 continuing to pull more solutions forward. We haven't stopped.  
24 I'd say we're hitting our stride.

25 **THE COURT:** Okay. Now watch. We're going to play a

1 game. Ready?

2 **MS. FARRELL:** Yeah.

3 **THE COURT:** Somebody's going to put up another  
4 diagram of this area. It shows Lot 5. It shows, in other  
5 words, I need a larger diagram to go up. And I've got the  
6 charts in back. If we could find that, I'd really appreciate  
7 it, Allie. It shows these lots. It shows B and B and 7, et  
8 cetera.

9 Because when Mr. Soboroff and Mr. Johnson initially  
10 came in, their thought was, Judge, we're going to build in X  
11 amount of time some temporary housing. And those include some  
12 parcels, Kelly, that were not paved. All right. Yeah. And  
13 I'm going to watch.

14 So at that time, we're looking at this acreage, and  
15 we're thinking, well, look, on a per acre basis, instead of 30,  
16 we've got 60 because they're two story. But when we start  
17 constructing these, they -- Kelly, they start looking like  
18 they're permanent. In other words, if we were going to  
19 construct all these temporary, I'd rather construct less  
20 temporary and have more long term housing.

21 And so I was thinking at the time, this permanency is  
22 going to take long, no matter what Mr. Soboroff and Mr. Johnson  
23 say. I've got to have plumbing. Here, I can run my plumbing  
24 overland if I want to. I know I've got electricity out there  
25 because the baseball field's right there.

1                   **MS. FARRELL:** Lights up.

2                   **THE COURT:** Yeah. It's there. Okay.

3                   I want to walk, Kelly, through for a moment. You see  
4 the 7 and 8. Those are the two lots you're talking about right  
5 now.

6                   **MS. FARRELL:** We're talking about B and a portion of  
7 7, Magenta B.

8                   **THE COURT:** 8. I mean B. I'm sorry. B.

9                   Now go down to lot 5. I think that's about 1.8  
10 acres. And that's paved. And now go way down to South Campus  
11 and you'll see a 1 and a 2. And those aren't paved. Those are  
12 dirt with solar on them. So, you know, to get a foundation,  
13 you either have to put on pallets or pave it. It takes time no  
14 matter what people say.

15                   4A. You see this lot down here, Kelly?

16                   **MS. FARRELL:** Yes.

17                   **THE COURT:** That is paved. Now there's a building  
18 there, but people could park across the street. But by the  
19 same token, 4A is paved. But the rest, 4 is not.

20                   So I think that there's about, I forget, 1 point  
21 something on 4A and 1.8, I think, on 5. John, I think we  
22 figured out about a little over three acres. What can you do  
23 with 5 hypothetically and 4A? In other words, if you had three  
24 more acres, am I dealing with about 150 more, 140 more?

25                   **MS. FARRELL:** Depending on the density, if we're

1 trying to meet the same time frames?

2 **THE COURT:** No, no. We'll slow down a little bit on  
3 it.

4 **MS. FARRELL:** Okay. Then we're -- then we're looking  
5 30 --

6 **MR. JOHNON:** Yeah. We're -- right now you plotted 56  
7 on 2.5 acres.

8 **THE COURT:** Okay. So should I figure 2.5 for every  
9 56? Now we're getting worried. Skip Miller's getting worried,  
10 too. Because, see, hold on.

11 **UNIDENTIFIED:** Why not? Now, I we wanted to get  
12 better -- okay.

13 **THE COURT:** We've gone from a two-story not using a  
14 lot of land to using a lot of land quickly. See what's  
15 happening? So the goal isn't necessarily to get 750 temporary  
16 modulars. The goal is for me to write injunctive relief up to  
17 750, but to be very careful about how we bring that along,  
18 because I don't want to end up with money that can be spent  
19 with long-term supportive housing, with permanency, with too  
20 many of these.

21 And I'm going to run out of land so quickly that I'm  
22 going to start pressing, because I need the land now. I'm  
23 going to need -- if we go this route, I'm going to need 1 and 2  
24 and 4, which are unpaved. I've got to look at B, which is the  
25 parking lot up here. I've got to look at 8, 6, and I've got to



1 look at 9, which you can't see.

2 Because, see, now we've gone from two-story to one-  
3 story. And we've gone up to 400 square feet, which is a lot of  
4 square footage. So I need to balance that.

5 **MS. FARRELL:** Yes, in 90 days.

6 **THE COURT:** And maybe that's why we're starting with  
7 50 in an emergency, but I'd like to get to 100 as quickly as I  
8 could and just stop for a moment and take a breath and see what  
9 we really need, how many folks we're getting in.

10 **MS. FARRELL:** So in our research and in our reach-out  
11 to manufacturers, we can increase that density with more lead  
12 time.

13 **THE COURT:** Okay.

14 **MS. FARRELL:** Because getting to 2 and 3 stories will  
15 take some serious manufacturing to deliver that to the site,  
16 and they'll need time to set up lines, to produce units, and to  
17 start bringing them down. So on our later parcels, increasing  
18 the density, no problem, but not 90 days.

19 **THE COURT:** Okay. I wouldn't ask the parties right  
20 now to get 100 in the same time period. I'm just looking for 50  
21 or 60 in this time period. Then I'm trying to see what our  
22 outreach is, who we can get in, and if this is enticing enough  
23 to get the veterans in. Okay? Creating a good atmosphere for  
24 them. For goodness sakes, a golf course, a swimming pool, a  
25 weight room, track.

1           **MS. FARRELL:** Yeah, a lovely place to live, which  
2 they deserve.

3           **THE COURT:** Pretty enticing, I would think. So they  
4 want to be there. So what can you do with number 5?

5           John, can you help me, or Allie, can you go over to  
6 number 5 and give me the acreage? I can't see it on this  
7 diagram.

8           **UNIDENTIFIED:** I can do it.

9           **THE COURT:** Folks, what is -- I think it was 1.8 from  
10 memory, but I'm not sure.

11           **MS. FARRELL:** How many acres is it?

12           **THE COURT:** Is it 1.8? I couldn't see it. What is  
13 it?

14           **UNIDENTIFIED:** 5 is 2.2, Your Honor.

15           **THE COURT:** 5 is 2.2 acres?

16           **UNIDENTIFIED:** Yes.

17           **THE COURT:** Okay. So how many units hypothetically  
18 could I put on this without making it look like, you know?

19           **MS. FARRELL:** Without it making it look super tight?

20           **THE COURT:** Yeah.

21           **MS. FARRELL:** We'd go up a little higher. We'd  
22 increase the density.

23           **THE COURT:** Give me a number.

24           **MS. FARRELL:** We could look at, say, 2.2 acres. We  
25 could look at 66 units on that 2.2 acres.

1           **THE COURT:** Let's just say 60. Okay. So we would  
2 have between the two, 56 and 60. Okay, Now, we're going to  
3 get really aggressive, and I don't mean this yet.

4           **MS. FARRELL:** I'm excited.

5           **THE COURT:** Now, we're going to go down to 4A, down  
6 at the bottom.

7           **MS. FARRELL:** Okay.

8           **THE COURT:** Can somebody tell me the acreage on 4A?  
9 Maybe that was 1.8, I can't remember.

10           **UNIDENTIFIED:** 1.8. It's 1.8.

11           **THE COURT:** Okay. So, Kelly, how many?

12           **MS. FARRELL:** We could do about the same number.

13           **THE COURT:** About 60?

14           **MS. FARRELL:** Yeah.

15           **THE COURT:** Okay. So we've got 120 plus 56, what,  
16 176? You know, I would be hesitant initially in any phase. I  
17 would be concerned going too quickly. In other words, if I was  
18 to write injunctive relief right now, I'd say up to 750, but I  
19 want to take a breath in seeing, if we're filling these with  
20 veterans, what kind? In the future, do we have families where  
21 we might want a stove? Do we want to segregate people out in  
22 North Campus like Dr. Braverman does? Or should they be in  
23 South?

24           So maybe about 170 without getting off the paved  
25 parking lot. In other words, I don't have to look now at 1 and

1 2, in theory. You don't know this, Kelly. They have solar on  
2 them, and it's dirt. It's going to take time to move.

3 **MS. FARRELL:** Yeah.

4 **THE COURT:** 4 has a bunch of trees on it. I'm going  
5 to now flip up to -- well, you can't see it at the top, but  
6 it's above the yellow B. It's about six acres up there.  
7 There's a bunch of homeowners up there for the West L.A. group  
8 that are going to be concerned. And then there's a parcel 9,  
9 and there's Barrington.

10 You know, if we got to those, I'd love to see those  
11 hypothetically and have the folks consider in the future that  
12 those are long-term. So if we're building any place near a  
13 school, instead of temporary, you know, two years, four years  
14 from now, I'd like to see those really nice places. And if  
15 we're over there in Barrington at the park, I'd like to see us  
16 all consider those as long-term if we get there, nice places.

17 But I'd hate to put modulars if we don't have to, you  
18 know, or overspend.

19 **MS. FARRELL:** Correct.

20 **THE COURT:** And that really depends upon Ms. Black's  
21 input and the VA's input, et cetera, and the funding, et  
22 cetera. That's where I need to work with you.

23 Okay. Do you folks want to give us \$8 million?  
24 Raise your hand. I'm just joking, but could somebody make a  
25 call? Because we've got 3 million coming in. I'm pretty

1 certain of that. Mr. Miller's doing that already. And we've  
2 got 5 million from that thief over there, the fraudster who  
3 built money from bribes out of that parking lot. I count 8  
4 million right there.

5 Now, I don't know how that works, but we've got some  
6 money.

7 **MS. FARRELL:** We'd like to put it to good use.

8 **THE COURT:** Yeah. So how do we move forward on this  
9 so we're not waiting for the final settlement approval, which  
10 takes, you know, three or four months of just sitting? How do  
11 we move this forward, Miss Black? I'm particularly interested  
12 in working with you. So we're not waiting for procurement  
13 time. What gives you the confidence to go forward in the  
14 budget, for instance? Who do you have to call?

15 **MS. BLACK:** I'll defer that to leadership in terms of  
16 the funding.

17 **THE COURT:** Who's the leadership? Oh, there he is.  
18 Good.

19 Who do I have to call? Do you have the money? Do  
20 you have the authority? Not that I'd put you on the spot at  
21 all, but --

22 **MR. MERCHANT:** Robert Merchant, VA.

23 **THE COURT:** Yeah.

24 **MR. MERCHANT:** I have the authority. Right now, I  
25 don't have the money.

1           **THE COURT:** Okay.

2           **MR. MERCHANT:** So we will have to get it. I would  
3 remind the Court and the parties that the \$8 million  
4 anticipated for construction is a starting point. The  
5 operational costs over time also have to be factored in.

6           **THE COURT:** Got it. That's why I don't want to  
7 overbuild. In other words, I'm worried about -- if I was to  
8 grant injunctive relief right now, I'd write up to 750, okay?  
9 But I would term it that way. I'd say, up to 750. I wouldn't  
10 say the demand is 750. And I would try to sequence that so you  
11 have a budgetary cycle. And I'd want to make certain that  
12 we're not putting too many people in there, especially on a  
13 temporary basis.

14           So I don't mind and would applaud some of the staff  
15 being able to use these, but I'm building them for veterans  
16 right now, okay, on an emergency basis. I know we've got 5  
17 million in that fund. I don't know, Brad, if that's -- I don't  
18 know the rules of the use of that fund. Can that be a  
19 potential source?

20           **MR. MERCHANT:** Of the lease revenue fund, Your Honor?

21           **THE COURT:** Yeah. Yeah.

22           **MR. MERCHANT:** Yes, it could be.

23           **THE COURT:** So we have 5 million for the fraudster.  
24 We've got 3 million, you know, in good faith. I mean, we have  
25 5 million right now, if we chose to, that we could put up.

1 We've got Skip, who's bringing forth 3 million. We've got our  
2 8 million, plus -- now you've got infrastructure costs, et  
3 cetera, okay?

4 It seems like a pretty small amount of money, whether  
5 the VA has a budget of 350 million or 307 -- I mean, billion or  
6 307 or 407 that I found. So why can't we do this?

7 In other words, why can't we move forward on adding,  
8 for instance, so it's economical and you're out there shopping  
9 it, why can't we add 5 and why can't we add 4A?

10 **MS. FARRELL:** I defer to you. We're happy to design  
11 it.

12 **MR. JOHNSON:** Good.

13 **THE COURT:** Well, I'm going to take a recess. Why  
14 don't you folks just go talk about it for a moment? Because  
15 right now, listen, I'm happy with 50 or 60, understood? That  
16 breaks the iceberg. It gets us working together. But if we  
17 could also get out there with 100, I would like to pause at  
18 that point or 150, something out there. But I would really  
19 encourage us to kind of mass order to get transportation coming  
20 in and then get out on the street and get these veterans in  
21 because they're enticed to live in a decent place with decent  
22 amenities and decent recreational facilities. Because  
23 Dr. Braverman, I think, Mr. Kuhn -- I think everyone said some  
24 folks are going to have to be enticed in. They're going to  
25 have to think it's better than where they are. Okay.

1 I'm going to be back in 20 minutes. Why don't you  
2 solve this for me, okay?

3 **(Recessed at 3:04 p.m.; to reconvene at 3:54 p.m.)**

4 **THE COURT:** Let me have that order for just a moment.  
5 I'll read it into the record. Is Bridgeland here? Have you  
6 folks seen Bridgeland?

7 **UNIDENTIFIED:** He may have departed.

8 **THE COURT:** Okay. Well, I'm going to docket the  
9 following. Bridgeland's moved pursuant to Federal Rule of  
10 Civil Procedure 62(c) for an order.

11 First, staying enforcement of the Court's order that  
12 Bridgeland cap the Sawtelle 2 well pending appeal, the cap  
13 order; and two, at a minimum, staying enforcement of the cap  
14 order until such time as the Court of Appeal may rule on the  
15 stay at Docket 317.

16 This Court denies Bridgeland Oil's motion to stay,  
17 but amends its previous order mandating Bridgeland Oil to cap  
18 Sawtelle 2.

19 After hearing oral arguments on this matter, the  
20 Court no longer requires Bridgeland to cap Sawtelle 2.  
21 However, the Court still requires Bridgeland to stop slant  
22 drilling private oil leases from the West L.A. VA campus by  
23 October 25th, 2024.

24 That way, Bridgeland has a definite date if they  
25 haven't stopped already. And the capping, if it's expensive,



1 is the key to this Court's ruling is the fact that the oil  
2 extraction is stopped.

3 So when Karlen comes back, Allie, would you have her  
4 docket that? And you might notify Bridgeland.

5 Second, I just received accounting and I think you  
6 received an accounting today from Safety Park; is that correct?

7 **MR. ROSENBERG:** Yes. Yes, Your Honor.

8 **THE COURT:** Okay. You have that. And I have a copy  
9 now.

10 **MR. SILBERFELD:** We haven't studied it, but yes, we  
11 have it.

12 **THE COURT:** Okay. Is there any action you wish me to  
13 take at this time concerning Safety Park or do you want to  
14 absorb the information?

15 **MR. SILBERFELD:** I'd like to absorb the information  
16 and take it up next Friday.

17 **THE COURT:** Okay. Number two. Today, is there any  
18 request from the parties concerning any further orders or  
19 writings concerning injunctive relief?

20 **MR. SILBERFELD:** Not at this time, Your Honor.

21 **THE COURT:** Counsel?

22 **MR. ROSENBERG:** Nothing from the government, Your  
23 Honor.

24 **THE COURT:** Okay. And how do we move forward,  
25 because now every effort we undertake has to have a tickler

1 date. In other words, it's just not going away for six months,  
2 et cetera. And I'd like to hear a plan on how you eventually,  
3 you know, move forward to get authorization if you choose.

4 I think everybody's guessing, but it sounds around \$8  
5 million, but that's a guesstimate for the 56 units. If we move  
6 to lot 5 or 4A and we had another 56, we'd be, let's say,  
7 hypothetically doubled. But the gentleman needs to get  
8 authorization. But I do need an emergency and I would hope  
9 you'd forth come. I don't want to get in a situation where I'm  
10 ordering through injunctive relief that you're fighting me on  
11 to do this. I'd rather have you really consider that and come  
12 forward in good faith, okay, if you can.

13 What's our next date? In other words, it's not  
14 November.

15 **MR. SILBERFELD:** Next Friday.

16 **THE COURT:** Next Friday. Fair enough?

17 **MR. SILBERFELD:** Next Friday for preliminary approval  
18 for a report on trying to harden and sharpen the numbers for  
19 that first tranche of housing units.

20 **THE COURT:** That way, we're not coming in  
21 unnecessarily. So next Friday, one date, and we'll take that  
22 up in a path forward then in terms of hopefully approval for  
23 the funding to move forward, hopefully, not only with the 56,  
24 but I'd really like to double that and then see where we're at.

25 Lastly, I played a tape from CNN the other day, but I

1 didn't mark that tape. I think that Dr. Braverman's actually  
2 obviously on that tape and so is McKendrick (phonetic). But if  
3 there's any hearsay objections, so be it. But I think there  
4 can be a stipulation by all parties that that was Dr. Braverman  
5 speaking -- or strike that with Mr. McKendrick.

6 **MR. ROSENBERG:** So stipulated.

7 **THE COURT:** Is that acceptable? So we're not  
8 bringing him in?

9 **MR. ROSENBERG:** Yes. Yes, Your Honor.

10 **THE COURT:** All right. That's stipulated. Then what  
11 we'll do, Allie, is we'll simply put up a link to that CNN  
12 website. Okay?

13 **MR. ROSENBERG:** One question, Your Honor. Does that  
14 CNN website have, or the link, I guess, would have the date and  
15 time of the interview?

16 **MR. SILBERFELD:** It does have it on there.

17 **THE COURT:** Yeah.

18 **MR. ROSENBERG:** Okay.

19 **THE COURT:** I don't know. It's about a four-minute  
20 tape. They appear partway through.

21 **MR. ROSENBERG:** If the link is available, then one  
22 would be able to identify.

23 **THE COURT:** Yeah. Click it.

24 **MR. SILBERFELD:** Well, the date shows on the screen.

25 **THE COURT:** Yeah. So we'll put the link up so it

1 reads into the transcript also, so we have that link.

2 Is there anything else today?

3 **MR. SILBERFELD:** Nothing further today for the  
4 plaintiff, Your Honor.

5 **THE COURT:** Brad?

6 **MR. ROSENBERG:** Nothing from the government, Your  
7 Honor.

8 **THE COURT:** Folks, you good? Veterans, you okay?  
9 Then have a good three-day weekend. Okay. Thank you very much  
10 for your appreciation.

11 And Ms. Black, I look forward to working with you and  
12 Kelly and the group. Okay.

13 **MR. SILBERFELD:** Thank you, Your Honor.

14 **(Proceedings concluded at 3:59 p.m.)**

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CERTIFICATION

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.



October 12, 2024

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Signed

Dated

*TONI HUDSON, TRANSCRIBER*