

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 25, 2024
ET AL,)	(8:19 a.m. to 9:37 a.m.)
)	(11:43 a.m. to 12:06 a.m.)
Defendants.)	(12:18 p.m. to 12:32 p.m.)

HEARING RE 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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CASEY CURTIS
TOBIN DALE
DONALD DERMIT
KELLY FARRELL
JOHN HUESTON
RANDY JOHNSON
JOHN KUHN
JONATHAN SANDLER
STEVE SOBOROFF

1 Los Angeles, California, Friday, October 25, 2024; 8:19 a.m.

2 --oOo--

3 **THE COURT:** Comfortable going on the record for a
4 moment?

5 **THE CLERK:** We're on the record.

6 **THE COURT:** Okay. Then, counsel, is it comfortable
7 going on the record for a moment?

8 **UNIDENTIFIED:** Yeah.

9 **THE COURT:** All right. And counsel, because we're on
10 CourtSmart, would you just make your appearances again,
11 beginning with the plaintiffs.

12 **MR. SILBERFELD:** Good morning, Your Honor, Roman
13 Silberfeld for the plaintiffs.

14 **MR. ROSENBAUM:** And good morning, Your Honor, Mark
15 Rosenbaum on behalf of plaintiffs.

16 **THE COURT:** Okay.

17 **MS. BLACK:** Good morning, Cheslea --

18 **MR. ROSENBERG:** I'm sorry, Brad Rosenberg from the
19 Department of Justice on behalf of the federal defendants, and
20 as I just noted with the Court I have Cody Knapp and Taylor
21 Pitz who are listening in virtually.

22 **MR. DALE:** Good morning, Your Honor, Tobin Dale with
23 VA's Office, and general counsel.

24 **MR. KUHN:** Good morning, John Kuhn --

25 **THE COURT:** Mr. Kuhn?

1 **MR. KUHN:** -- Deputy Medical Center director.

2 **THE COURT:** Ms. Black?

3 **MS. BLACK:** Good morning, Chelsea Black of VA.

4 **THE COURT:** Thank you.

5 The Court is aware that an appeal was filed in this
6 matter, and I'm just curious, does that change any of the
7 efforts to cooperate concerning the temporary housing?

8 **MR. ROSENBERG:** So this is Brad Rosenberg from the
9 Department of Justice.

10 We anticipate filing a motion for a stay pending
11 appeal, and we're targeting filing that motion by Wednesday of
12 next week.

13 One of the issues on which we intend to seek a stay
14 concerns the temporary housing and indeed all housing-related
15 issues.

16 You know, there are some record materials that we
17 intend to submit as part of that motion to stay, and until the
18 Court makes a decision on that motion we will continue to work
19 with the parties as best we can.

20 It does raise some potential timing issues, because
21 the Government views the requirement that it execute purchase
22 orders as an irreparable harm, and so --

23 **THE COURT:** Well I think I told you informally I'd
24 work with you on that, but regardless, that's not a correct
25 representation. Is it on the record, but I told you I would

1 work with you on that.

2 **MR. ROSENBERG:** Yes --

3 **THE COURT:** And you know that now.

4 **MR. ROSENBERG:** -- I appreciate that --

5 **THE COURT:** Okay.

6 **MR. ROSENBERG:** -- and I just want to be up front
7 with the Court about, you know, where we anticipate --

8 **THE COURT:** Okay.

9 **MR. ROSENBERG:** -- this going.

10 **THE COURT:** We'll have a side conversation, so it's
11 not part of the record.

12 Well it's as simple as this, are we moving forward on
13 these modulars or not? It's a very simple question. Right now
14 I haven't granted a stay, and I can't anticipate what I would
15 do, but you might think if I've already declared an emergency
16 what might the judge do?

17 **MR. ROSENBERG:** So, Judge --

18 **THE COURT:** If I do this as an emergency what might
19 my ruling -- and I'm just kidding you for a moment, but I'm
20 not -- what would a Court normally say if I believe that this
21 is a true emergency about a further stay?

22 **MR. ROSENBERG:** Well I think where we are is that we
23 do intend to seek a stay of that aspect of the Court's orders,
24 and if the Court does not grant the stay --

25 **THE COURT:** Exactly.

1 **MR. ROSENBERG:** -- then we would seek a stay from the
2 Ninth Circuit, and we do need to allow enough time for the
3 Ninth Circuit to be able to reach a decision before we reach a
4 point of irreparable harm. So we --

5 **THE COURT:** Here's what I going to do. I truly
6 believe that this is an emergency, I believe the inclement
7 weather is coming, and I think that veterans are going to not
8 only suffer, have hardships, and potentially die.

9 Until I get a stay from the Ninth Circuit this case
10 goes forward, because I have jurisdiction at the present time.
11 So maybe we're wasting a couple days, maybe we'll get a stay,
12 but right now I have no stay from the Ninth Circuit, we go
13 forward. This is an emergency.

14 Okay, now we have all sorts of problems that are
15 occurring, but Ms. Black, I'm really dependent upon you, you're
16 the person on the front line.

17 One of the issues concerns the infrastructure and
18 what isn't -- is not known about this site, but at the same
19 token I've always wondered why we couldn't work on parallel
20 tracks at the same time. Why when we were looking at the
21 infrastructure on magenta B, 7-4A, and remember 4A is only
22 chosen by the Court because all of you agreed that 5 on the
23 north campus was unacceptable, otherwise I would have chosen 5.
24 So 4A is really by agreement of all of you.

25 Why can't we work in parallel? In other words, why

1 can't we have the procurement orders at the same time when
2 we're working with infrastructure so we're not doing this
3 sequentially?

4 **MS. BLACK:** We are working concurrently --

5 **THE COURT:** Okay.

6 **MS. BLACK:** -- and last week we committed to working
7 with the plaintiffs' support team to --

8 **THE COURT:** Move that mic just a little closer.

9 **MS. BLACK:** Sorry.

10 We submitted to work with the plaintiffs' support
11 team to identify a consistent unit to use on the sites, and
12 that's what we have been doing for the last week is looking at
13 the different options that we and the plaintiffs' team found.

14 We had a meeting on Wednesday and discussed the
15 different options, and I believe we worked rather
16 collaboratively --

17 **THE COURT:** Okay.

18 **MS. BLACK:** -- to identify a very viable vendor.

19 Based on that call there was some items that we still
20 need to gather in terms of details for a scope of work, to
21 include the installation and assembly, shipping, that all goes
22 into a procurement package --

23 **THE COURT:** Right.

24 **MS. BLACK:** -- that there go into the contract
25 that --

1 **THE COURT:** But what was your concern about the three
2 weeks? In other words, in a side conversation I'd had I said I
3 was willing to work with you as you ran into problems, you know
4 that.

5 **MS. BLACK:** Uh-huh.

6 **THE COURT:** Now I'll make that a part of the record.
7 What's the issue concerning tree weeks, what's
8 holding up the procurement?

9 **MS. BLACK:** Right now we're just waiting for the
10 details on the scope of work that informs the services portion
11 of it, and also the final unit specifications. I'm going to
12 gather that information or the plaintiffs' support team with
13 gather that information, I'm moving forward.

14 **THE COURT:** Right.

15 **MS. BLACK:** So we're gathering that information.
16 Once we have that information --

17 **THE COURT:** Let's go over that in detail for a
18 moment.

19 **MS. BLACK:** Okay.

20 **THE COURT:** Okay? I just saw the plaintiffs' status
21 report this morning. You had a conference call on October
22 23rd, and I'm told topics to be completed by plaintiffs'
23 consultants. Specifications for RV modular units that would
24 help inform the VA procurement process scope of work.

25 So let's take these one at a time, because I just

1 don't believe we have significant obstacles. What do you need
2 from them?

3 **MS. BLACK:** I need though --

4 **THE COURT:** In detail. And Mr. Soboroff, Mr. Johnson
5 come on up and just let's be patient and let's hear what is
6 needed, because we're going to have to do that.

7 **MR. SOBOROFF:** This is the way to do it one at a
8 time.

9 Before we start with this I want to emphasize the
10 incredible amount of cooperation --

11 **THE COURT:** Great.

12 **MR. SOBOROFF:** -- on this aspect that we have had
13 from the VA, the counselor and the 20 people that have been
14 working 15 hours a day on this from the Sunday night e-mails
15 from the VA. The -- we can do this, Judge.

16 **THE COURT:** Right, thank you.

17 **MR. SOBOROFF:** But before that I would just like to
18 say to the veterans in this room representing the 16.2 million
19 veterans in America, how sorry I am about this appeal, and how
20 much of a tragedy this is on every veteran in America.

21 It's unnecessary, everybody wants to help, and then
22 they stop helping, and I just want to let you know right here,
23 take it right out of my time and tell me to sit down or
24 whatever, I am so sorry for every veteran and you guys, one,
25 two, three, four, five, six, representing 16 million veterans

1 in America, and we want to keep going.

2 **THE COURT:** Well you got to the parties and to the
3 Circuit --

4 **MR. SOBOROFF:** Okay.

5 **THE COURT:** -- and this matter so far we're going
6 forward.

7 **MR. SOBOROFF:** Judge, there's two other areas that we
8 need to continue to make process on, and I think that Kelley
9 from Gensler can talk basically --

10 **THE COURT:** Okay., but I want to take -- excuse me --
11 I want to take them one at a time.

12 **MR. SOBOROFF:** Yeah, that's right. The first part is
13 the --

14 **THE COURT:** Specifications for RV modular units that
15 would help inform the VA procurement process.

16 **MR. SOBOROFF:** She'll go through that process, that
17 was done collaboratively with the VA and the results are
18 phenomenal.

19 **THE COURT:** Okay.

20 **MR. SOBOROFF:** Kelley?

21 **THE COURT:** And what is missing here?

22 **MS. FARRELL:** We're -- we've asked for and --

23 **UNIDENTIFIED SPEAKER:** Introduce your --

24 **MS. FARRELL:** -- we should have it by the end of
25 today --

1 **UNIDENTIFIED SPEAKER:** Introduce yourself.

2 **MS. FARRELL:** I'm sorry. I'm Kelley Farrell, Your
3 Honor, with Gensler, it's a pleasure to see you again.

4 But we were asked for a Word document for the
5 specifications, and we've asked the vendors for that, and we
6 should have that today.

7 **THE COURT:** From Gensler?

8 **MS. FARRELL:** Uh-huh.

9 **THE COURT:** Ms. Black, is that what you need?

10 **MS. BLACK:** That is correct.

11 **THE COURT:** Is there anything else you need in that
12 category?

13 **MS. BLACK:** We also specified we need the
14 specifications for the services portion of that. So the
15 assembly and the installation.

16 **MS. FARRELL:** That'll be in the same package.

17 **THE COURT:** Okay. So by the end of the day --

18 **MS. BLACK:** Awesome.

19 **MS. FARRELL:** Uh-huh.

20 **THE COURT:** -- as we sit here, and is Gensler on the
21 east coast?

22 **MS. FARRELL:** No, we're right down the street.

23 **THE COURT:** Oh, okay. So --

24 **MS. FARRELL:** We have an east coast office, but --

25 **THE COURT:** -- so we can get that done today, right?

1 **MS. FARRELL:** We are getting that done today.

2 **THE COURT:** Okay. Now hold on, I'm going put -- got
3 done today. And we have an afternoon hearing on a different
4 matter, but trust me, I'll break into that hearing --

5 **MS. FARRELL:** Right.

6 **THE COURT:** -- this is important.

7 The preferred vendor, Cavco, was to be contacted to
8 determine its capacity to deliver 50 to 100 modular units. And
9 remember I didn't put that requirement on you, I anticipated
10 that we might have different manufacturers, but I had hoped
11 that we would have like the same manufacturer on the same site,
12 so whether it was 4A, but you don't have the requirement of
13 offering the same vendor. So where do we stand with the
14 preferred vendor, Cavco, or should be contacted to determine
15 its capacity to deliver 50 to 100 modular units?

16 **MS. FARRELL:** The vendors confirm their capacity to
17 deliver 50 units, and they are scheduling their capacity to
18 deliver the complete 100, and I believe you guys had a
19 conversation with them as well.

20 **THE COURT:** Okay. Now, give me a time frame. Like
21 the 50 units -- the first 50 units -- I'm going the repeat back
22 to you -- they can deliver 50 units and they need some
23 additional time for the additional 50 units.

24 **MS. FARRELL:** Yeah, they can deliver the first 50
25 units readily within the 90-day time frame.

1 **THE COURT:** Excellent.

2 **MS. FARRELL:** The time frame that they actually gave
3 us is that we could start to -- they could do 15 units per
4 week.

5 **THE COURT:** So 15 units per week, so 4 more weeks
6 we've got 60 units.

7 **MS. FARRELL:** That starts two weeks after they
8 receive the purchase order, because they need to go purchase
9 material. So on week 5 we would start receiving units, and
10 we'd have all the weeks by week 8.5.

11 **THE COURT:** Okay. In a moment, Ms. Black, what I
12 need to do is just kind of get a chart, a timeline, because I
13 hear two weeks, four weeks, I need to -- between the two of you
14 just get up November, December, okay. So we'll do that in just
15 a moment.

16 So we've had the capacity -- I'm going to repeat this
17 back like a broken record -- of 50 units, we just need the
18 procurement order.

19 **MS. BLACK:** Yes.

20 **MS. FARRELL:** Yes.

21 **THE COURT:** Do they ship them from us -- to us from
22 the east coast or where?

23 **MS. FARRELL:** They are -- they would be shipping from
24 Arizona, and they would be loading them on trucks and driving
25 them out.

1 **THE COURT:** So literally if we had a procurement
2 order today we could start shipping 50.

3 **MS. FARRELL:** We would start production -- we'd start
4 purchasing, and then --

5 **THE COURT:** Oh. I'm going to do this again.

6 **MS. FARRELL:** Yes.

7 **THE COURT:** Are these units presently in existence?

8 **MS. FARRELL:** No.

9 **THE COURT:** Or do the first 50 units --

10 **MS. FARRELL:** No.

11 **THE COURT:** -- have to be manufactured?

12 **MS. FARRELL:** They will all be manufactured to meet
13 all of the disabled access requirements, and they would be
14 uniform, which would improve operations.

15 **THE COURT:** Okay. And the first 50 though can be
16 completed once again in what time period?

17 **MS. FARRELL:** Eight and a half weeks after the
18 purchase order.

19 **THE COURT:** Okay. So eight and a half weeks.

20 **UNIDENTIFIED SPEAKER:** With no deposit. With no
21 deposit.

22 **MS. FARRELL:** Yeah.

23 **THE COURT:** So about 56 -- about 60 days.

24 **MS. FARRELL:** Yes, sir.

25 **THE COURT:** Okay. I'm going to put down about 60

1 days.

2 And so how long would it take to get a purchase order
3 if we meet all these requirements, Ms. Black? In other words,
4 if we get you the information you need.

5 **MS. BLACK:** So originally supposed to have been three
6 weeks.

7 **THE COURT:** Okay. So and you know I'm working with
8 you on that.

9 **MS. BLACK:** Uh-huh.

10 **THE COURT:** I'll say that again, all right? So let's
11 just say hypothetically 21 days, plus 60 days, so 81 -- and
12 let's just say a 90-day time frame.

13 **MS. FARRELL:** Correct.

14 **THE COURT:** If we had the procurement order literally
15 today we could look at those hypothetically in 90 days.

16 **MS. FARRELL:** Yes.

17 **THE COURT:** All right. Now, is there a way we can
18 frontload this so that they have the ability to start
19 manufacturing these and we don't have a further delay? In
20 other words, is there a way that money can be fronted in some
21 small sum to give them the confidence that we're not waiting
22 three more weeks --

23 **MS. FARRELL:** Yes.

24 **THE COURT:** -- and Brad, help me with that. You said
25 you'd pay for this.

1 **MS. FARRELL:** Yeah, if I may.

2 **THE COURT:** I've got a record about you said you'd
3 pay for this. I can read it back to you if you want. So if
4 you're going to back --

5 **MS. FARRELL:** Yes.

6 **THE COURT:** -- out on that let me know, but --

7 **MS. FARRELL:** Out of all of --

8 **THE COURT:** -- you represented as the VA that you
9 would pay for the first 100 plus, okay? And I'll read the
10 record back to you. I'm holding you to that word.

11 How do we front that money decrease it, because we're
12 still going to hit the rain. I'm just trying to get the
13 veterans out of the rain.

14 **MR. SOBOROFF:** Solved.

15 **THE COURT:** How do we do this?

16 **MS. FARRELL:** So all of the vendors traditionally
17 require a deposit. Cavco is willing to work on a Government
18 PO.

19 **THE COURT:** Absolutely.

20 **MS. FARRELL:** If a deposit were to be made they could
21 start purchasing materials immediately.

22 **THE COURT:** Hold on. Now, hold on. Since you've
23 already represented, I'll get the transcript out for you,
24 unless you're going to go back on your word, can you front some
25 money, and how much money would that be for our 50 units?

1 You're going make a phone call today, you're going to ask them
2 what --

3 **MS. FARRELL:** Yep.

4 **THE COURT:** -- you're with Ms. Black, you're working
5 well together, my compliments by the way, let's find out what
6 that amount is to front. Okay? And see if the VA is willing
7 to front that out of their minor construction fund.

8 **MS. FARRELL:** We'll do that today.

9 **THE COURT:** Okay.

10 **MS. BLACK:** I think fronting money is different
11 than -- we can't obligate funding without an executed contract.

12 **THE COURT:** Okay.

13 **MS. BLACK:** Yeah.

14 **THE COURT:** And so what do we have to do to get the
15 executed contract?

16 **MS. BLACK:** That's the three-week time period is to
17 gather the procurement package, get contracting --

18 **THE COURT:** So no matter what we've got 21 days down
19 time.

20 **MS. BLACK:** We have three weeks to get this done,
21 that's very aggressive.

22 **THE COURT:** Yeah, I'm going to repeat that back
23 because I sometimes don't comprehend.

24 We need three weeks no matter what, we can't cut that
25 time frame by any immediate deposit to give them confidence to

1 go to the yard and start manufacturing.

2 **MS. BLACK:** Three weeks is already a very aggressive
3 timeline to get contracting.

4 **THE COURT:** I know that, that's not my -- I'm going
5 repeat it like a broken record.

6 **MS. BLACK:** Uh-huh.

7 **THE COURT:** You need that three weeks.

8 **MS. BLACK:** We need the three weeks.

9 **THE COURT:** All right, okay.

10 Develop and share cost estimates for decking and
11 trenching as site preparation options. What's that?

12 **MS. FARRELL:** So two -- two things need to happen.
13 Not only do we need the units, but we also need utilities,
14 sanitation, water to the units for them to be operational.

15 We are investigating two solutions. One the
16 approximate cost to trench and put in utilities at the site,
17 and the other to put a deck that runs above utilities laid on
18 the ground so that the units have water, sanitary, and
19 electric.

20 We got that request on Wednesday evening, we have a
21 team coming out to the site on Monday, and we're scheduling
22 time with Andrew to get a collaborative team there.

23 **THE COURT:** I tell you from both you I'm baffled, and
24 I represent to you that I've literally watched two congregate
25 shelters with the same problem, and one similar shelter to use

1 go up in 30 days with these same problems, and that's why I'm
2 baffled, okay? If I hadn't seen it I wouldn't say it, and if I
3 got Michelle Martinez down here she could describe how that was
4 done or Anaheim. So that's my baffling of this. I'm really
5 baffled by it. All right?

6 First of all we can truck in showers, we can truck in
7 toilets, we can get sewage over land, you don't have to trench,
8 you can trench later on, this is an emergency, you've already
9 got lighting at the stadium for god sakes, go out and look at
10 it again. This is not hard.

11 Okay, so what do we need to do for our decking? And
12 I'm not going to require trenching, that's something that we
13 can come back and do.

14 **MS. FARRELL:** Great.

15 **THE COURT:** Okay?

16 **MS. FARRELL:** And as I said, we have teams that are
17 going to be there on Monday so that we can expedite that.

18 **THE COURT:** Okay, then I'm back in session on Monday
19 and all of you folks are back, so.

20 **MS. FARRELL:** I'll be walking the site.

21 **THE COURT:** All right. Develop and share -- so
22 Monday -- now, do we need to order or can we get or are you
23 working so well together that we can get the engineers in here?
24 Because my guess is you really don't know a lot about that
25 parking lot except it's paved, you've got lighting nearby,

1 you're told you don't have to trench from the Court's
2 standpoint. Trench later on.

3 **MS. FARRELL:** Correct, we've asked --

4 **THE COURT:** What do we need here?

5 **MS. FARRELL:** -- we've asked engineers to join us.

6 **THE COURT:** Huh?

7 **MS. FARRELL:** We've asked an engineering team to join
8 us as we walk the site, we've also asked the VA to bring their
9 engineering team.

10 **THE COURT:** Okay. Now --

11 **MS. FARRELL:** So that we can learn more about what's
12 on the sites.

13 **THE COURT:** -- Mr. Kuhn can we bring an engineering
14 team?

15 **MS. BLACK:** We have our engineers joining the team
16 that day.

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

18 **MS. BLACK:** We have the engineers joining the team
19 that day.

20 **THE COURT:** So we already do, Ms. Black, so we're
21 already there.

22 **MS. BLACK:** We're already there, and I think the
23 concern with the consultants that the plaintiffs have brought
24 to the site, we don't have contracts with them, so they are
25 working on the plaintiffs' behalf --

1 **THE COURT:** Yeah.

2 **MS. BLACK:** -- and we've made that clear that any
3 type of work that is initiated also needs to go on a Government
4 contract for the site prep, the utility work, et cetera, and
5 that's a concurrent path.

6 **THE COURT:** If I felt confident that we were moving
7 rapidly I might not need some of these services. My concern is
8 whether we're moving rapidly or not. It's as simple as that.
9 And when will the meeting take place with the engineers?

10 **MR. JOHNSON:** Monday morning, Your Honor.

11 **THE COURT:** Where?

12 **MR. JOHNSON:** At the site, at the UCLA parking.

13 **THE COURT:** At the -- you said what time?

14 **MS. FARRELL:** Yep, we're going to walk the three
15 parcels.

16 **MR. JOHNSON:** 10:30.

17 **THE COURT:** What time?

18 **MR. JOHNSON:** 10:30.

19 **THE COURT:** 10:30. John, 10:30, Monday. Okay, what
20 time do you want the Court back in session? You'll be in
21 session Monday. 4 o'clock?

22 **MR. SILBERFELD:** 3 o'clock, 4 o'clock, either one. 3
23 o'clock, 4 o'clock.

24 **THE COURT:** Well you choose.

25 **MR. SILBERFELD:** 3 o'clock.

1 **THE COURT:** 3 o'clock? Okay, Court will be in
2 session on Monday to make sure that there's no additional
3 problems.

4 All right. Develop and share draft proposed
5 sequencing timing for soil study. Utility analysis and site
6 prep, modular unit delivery and installation. With specificity
7 what does that mean?

8 **MS. FARRELL:** That's the schedule for confirming all
9 the utilities and --

10 **THE COURT:** Just a moment, these are the things that
11 the VA is requesting, so I want to hear from the VA,
12 Ms. Black --

13 **MS. BLACK:** Okay.

14 **THE COURT:** -- I want to make sure that your needs
15 are fulfilled and I'm not wasting your time bringing you back
16 redundantly, okay?

17 **MS. BLACK:** The VA is working concurrently on both
18 the procurement of these units and also the site prep.

19 **THE COURT:** Okay.

20 **MS. BLACK:** The plaintiffs have expressed concern --

21 **THE COURT:** Well that's not what Brad said, with the
22 appeal we may not be working in a few moments, you know, so
23 he's going to ask for an emergency stay.

24 **MS. BLACK:** Okay.

25 **THE COURT:** So in that sense --

1 **MS. BLACK:** I'm just answering the question in terms
2 of what I asked the plaintiffs to produce. In terms of their
3 specifications they -- they expressed that they had some
4 particular items that they would like to include in a scope for
5 the utilities and site prep, I've asked --

6 **THE COURT:** Just one moment --

7 **MS. BLACK:** -- that they provide that to us.

8 **THE COURT:** What are those? I want specificity.

9 **MS. FARRELL:** The specificity is capacity of water,
10 sewer, and power. Those are the items that we looked for in
11 the site prep, and also confirmation of the soils that we don't
12 have any environmental hazards or any liquefaction in the soil.

13 **MS. BLACK:** And one note on that, I'd also like to
14 see what we're asking these particular consultants to do,
15 because as part of what I read in that order it's asking the VA
16 to allow for these consultants to excavate, so we need to
17 understand what the scope of work is going to be.

18 **MS. FARRELL:** Yeah.

19 **THE COURT:** I'm going repeat back to both of you. I
20 don't want perfect, I want good.

21 **MS. FARRELL:** Agreed.

22 **THE COURT:** And I don't want perfect standing in the
23 way of good. This is an emergency.

24 So you can take out the trenching, you can take out
25 all the bells, lights, and windows (sic), I want these modulars

1 up, because we're trying to get veterans out of inclement
2 weather.

3 So knowing that, how are we going to focus on this
4 meeting without all these side, you know, wonderful bells,
5 lights, and whistles, we can come back and trench frankly. We
6 can get generators put there if you wanted to quite frankly,
7 and you don't even need to go overhead. You don't know this,
8 but another job I used to have was climbing power polls, okay?
9 Yeah. So I know this can be done.

10 **MS. FARRELL:** Yes.

11 **THE COURT:** You can run generators out there if you
12 want to.

13 **MS. FARRELL:** So You Honor, yes, the reason for the
14 site walk on Monday is to literally get the right people on the
15 ground so that we can move at pace.

16 **THE COURT:** Okay. Ms. Black, I don't want to waste
17 your time. You're going to give them specifics today that you
18 absolutely need, and they're going to work with you cooperative
19 as they have, and that way I'm not running you back and forth,
20 and that way we'll know what you're asking of the engineering.

21 And you have to decide what you're going to do. If
22 you're going demand trenching or you want trenching, fine. How
23 much longer is that going to take? If you're going to run this
24 over land, Ms. Black needs to know, okay?

25 Now, what about are we going to run into any

1 surprises out there? Because I thought we had all of these
2 environmental reports, we certainly put in a baseball stadium
3 out there, what's the potential hazard of that parking lot
4 either magenta B or 7? Any prior studies on it?

5 **MR. JOHNSON:** No, but we want to confirm that.

6 **THE COURT:** And how do you do that?

7 **MR. JOHNSON:** We have an environmental engineer, you
8 know, look at the contaminants of what's been listed in the
9 area, then we look at a methane engineer also. The
10 environmental engineer could -- he could probably do both.

11 **THE COURT:** Do we put a monitor on the property of
12 some kind?

13 **MR. JOHNSON:** Well they'll figure out if there's an
14 issue to be addressed, but it gets a little bit into soil
15 testing, you know --

16 **THE COURT:** Okay.

17 **MR. JOHNSON:** -- so there's going to be the need to
18 do some borings. We just don't want a surprise, Judge.

19 **THE COURT:** Well and I don't want blod (sic) wordage
20 from now on, I want to know absolutely specifics what the VA
21 needs, otherwise you're going to be here a long time.

22 **MR. JOHNSON:** Okay. Judge, can I mention one thing
23 if we can go backwards just to the units themselves and the
24 purchase order?

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

1 **MR. JOHNSON:** Cavco is willing to do a purchase order
2 and get started on this, but if the -- they're going to want
3 ironclad guarantees that the appeal is not going to risk their
4 payment for these units.

5 **THE COURT:** But Brad said that they'd pay for it.

6 **MR. JOHNSON:** Okay.

7 **THE COURT:** So Brad, you going back on your word or
8 you're going keep your word?

9 **MR. ROSENBERG:** That's a mischaracterization of what
10 I said. What I said was that the VA will make every effort to
11 comply with this Court's orders, but we intend to file a motion
12 to a stay pending appeal. We cannot obviously grant ourselves
13 a stay, that's a decision for you as the judge to make or for
14 the Nineth Circuit to make.

15 One of the issues that we're going to raise is that
16 paying for these units would constitute an irreparable harm to
17 VA because of the other cuts and impacts on the budget that it
18 will have.

19 **THE COURT:** Your arguments going to be with \$360
20 billion or \$407 billion that this is irreparable harm, the cost
21 you can't even equate?

22 **MR. ROSENBERG:** We'll submit our motion --

23 **THE COURT:** Which have to be de minimis.

24 **MR. ROSENBERG:** We'll submit our motion detailing our
25 arguments on Wednesday.

1 **THE COURT:** I really want to understand this. For
2 modular homes and you've already purchased tiny homes, so
3 you're certainly not even in the same debate of whether these
4 are permanent or not. Okay. Well that's your choice.

5 **(Pause)**

6 **THE COURT:** What about the RV ownership? You go over
7 to page 3, and I was caught by surprise on lines 4 through 11.
8 A discussion of the following topics to be completed by the VA.
9 Research requirements related to RV ownership re: licensing,
10 registration, motor home vehicles at DMV. What's that all
11 about? That has nothing to do emergency modular homes.

12 **MS. BLACK:** You want to take that?

13 So we were informed that the modular structures from
14 Cavco require registration with the DMV, and so we need to
15 understand how to implement that.

16 **THE COURT:** My apologies, that was a great education
17 for me. DMV now has to register these?

18 **MS. BLACK:** That is correct, that's what we
19 understand, so we're going to work through and understand how
20 that's accomplished.

21 **THE COURT:** Do we have any understanding how that's
22 accomplished?

23 **MS. FARRELL:** Seems pretty procedural, and the
24 manufacturer can be a part of getting that done with us. It's
25 a form that gets filled out and submitted.

1 **THE COURT:** Share information re: vendor registration
2 and VA tungsten system. Help me, what's that?

3 **MS. FARRELL:** Already shared, and that's their
4 SAM.gov registration information.

5 **MS. BLACK:** It is with an added component. Cavco
6 needs to get into the VA tungsten system, and that's required
7 to issue them payment. That's not insurmountable.

8 **THE COURT:** Okay, thank you.

9 Finish research on any additional modular unit
10 vendors and incorporate research and do draft scope of work for
11 VA procurement process. Help me.

12 **MS. BLACK:** So the VA team is continuing to also vet
13 vendors, again, trying to fill the gap of the specifications to
14 be included in the procurement package. That's our action.

15 **THE COURT:** And what do you need, anything?

16 **MS. BLACK:** We continue to put together the
17 procurement package for these units, and as we discussed
18 before, the plaintiffs' team will provide that information.

19 I think the added caveat before coming here is the
20 understanding if Cavco can deliver the entire 100 units, if not
21 then we need to source additional vendors.

22 **MS. FARRELL:** We believe they'll be able to supply
23 the 100 units. I'm happy to go check in on their process this
24 morning and report back.

25 **THE COURT:** Okay. And continue to refine the scope

1 of work for site operations, including transitional housing
2 services, security grounds, and custodial services, food
3 services.

4 I'd always assumed that the food would be prepared by
5 the VA. I'd always assumed that the security would be
6 obviously supplied by the VA. I know that there was a
7 representation you had 89 officers, but you really needed 119
8 or something, I forget the figures, but you needed more. I
9 didn't see that as holding up the actual on-site preparation
10 and installation of the modular units. These are also services
11 that shouldn't be sequential, they should be worked out as we
12 build these.

13 **MS. BLACK:** It's a concurrent action being taken by
14 the VA to secure contracts for supportive services for the
15 site, and security is provided via contract, meals are provided
16 via contract, janitorial monitor services and clinical care as
17 well, and that needs to be a concurrent action, because those
18 services need to be in place once those modular units are in
19 place and opened.

20 **THE COURT:** Now, does this appeal have any effect on
21 Brentwood? I want to think through this for a moment.
22 Remember, Brentwood is not a party, they're not an intervenor,
23 and when you take an appeal -- and I've got a representative of
24 Brentwood here, so come on up, this might be of interest to
25 you -- we worked out what we think the veterans are very

1 pleased with and Brentwood is very pleased with, and once you
2 take this appeal, does that put Brentwood then in the position,
3 since you are the representative here, you are the party, of
4 not being able to go forward with the settlement that they've
5 worked out?

6 Let's think through that for a moment, okay? And I'm
7 just going the remain silent, Brentwood is here and just make
8 your -- I want to know if this is going to affect what I think
9 the veterans want and what Brentwood wants and the Court has
10 already given preliminary approval about. Because it's the VA
11 here whose the party, and once they appeal I would imagine that
12 they're appealing on behalf of Brentwood, city parking, and
13 UCLA, because I have not allowed intervention by UCLA. So I'd
14 kind of like to have an answer to that.

15 **MR. ROSENBERG:** So this is Brad Rosenberg from the
16 Department of Justice.

17 As I mentioned previously, we'll be filing our stay
18 motion by Wednesday of next week, and that will set forth the
19 elements of the Court's decisions that we are seeking to stay.

20 At a high level the Government does intend to seek a
21 stay on both the housing and the land use claims. We do not
22 intend to seek a stay of this Court's invalidation of the
23 leases, but we do intend to seek a stay of this court's
24 injunction precluding VA from renegotiating those leases.

25 **THE COURT:** I thought that my order was clear that I

1 was precluding you from renegotiating ten-year leases, that
2 there's every probability and possibility of one-year leases if
3 we aren't using for instance or don't need a particular parcel
4 or in UCLA's case we'll discuss that later today. Is UCLA
5 present?

6 **UNIDENTIFIED SPEAKER:** No, Your Honor.

7 **THE COURT:** Are they here?

8 **MR. ROSENBERG:** No.

9 **MR. SILBERFELD:** No.

10 **THE COURT:** All right. So what does that mean in
11 plain language?

12 **MR. ROSENBERG:** I think I explained --

13 **THE COURT:** No, you didn't.

14 **MR. ROSENBERG:** -- in as plain language as I could.

15 **THE COURT:** You talk like a lawyer, now we're going
16 to talk like the public for a moment.

17 **MR. ROSENBERG:** It could -- I mean it could --

18 **THE COURT:** Are you going to allow this settlement to
19 go forward with Brentwood?

20 **MR. ROSENBERG:** As I indicated during the last couple
21 of hearings we objected to that settlement, including in
22 particular the requirement and this Court's injunction that VA
23 enter into a new lease with Brentwood.

24 **THE COURT:** Of one year. And why? Do you want a
25 multi-year lease?

1 **MR. ROSENBERG:** That's not something I'm in a
2 position to get into now.

3 **THE COURT:** Okay. I'm just confused by it,
4 because -- well let me hear from Brentwood, I'm a little
5 confused about the position that that puts us all in in terms
6 of the final settlement hearing, because this now jeopardizes
7 what I think -- or might jeopardize what I think the veterans
8 truly want, that's \$20 million of infrastructure, but the VA is
9 never required to build, you know, tracks and swimming pools,
10 et cetera, and as we increase the number of people on the VA
11 grounds from 233 -- hopefully, you know, upwards and quickly --
12 there's going to be more need or want on the veterans' part to
13 use these facilities that they'd never had.

14 By the same token Brentwood is able to now say to
15 their students, hey, we're going to have facilities, this is
16 the last thing we're going the look at and it's in everybody's
17 mutual interest.

18 I'm a little confused frankly about what the VA is
19 saying right now.

20 **MR. SANDLER:** Jonathan Sandler for Brentwood, Your
21 Honor. Excuse me. I'm not clear either.

22 **THE COURT:** Why don't you go over and ask him for a
23 moment.

24 **MR. SANDLER:** Sure.

25 **THE COURT:** And that way it's not -- you know, maybe

1 you two have can an discussion and help the Court with this,
2 because there's also been threatened litigation by Brentwood
3 against the VA, and that's going to get very interesting as
4 this spirals up if we don't have a settlement. Which is the
5 very thing by the way that the VA apparently Mr. McKendrick
6 (phonetic) feared along the way was getting sued, which led to
7 some of these absurd leases. Okay. Team?

8 **(Pause)**

9 **THE COURT:** First of all we're back on the record,
10 and I'm going to refer you back to the transcript of October
11 18th, pages 41 and 42, and in a discussion with the Court, with
12 all counsel present at the table, VA representatives present,
13 starting at line 5.

14 And so I think that in the long run Mr. Soboroff you
15 may be right and we may have to or want to add to it, but maybe
16 that's the family situation with 56 of these a year or two from
17 now set aside for families. I haven't made a ruling, but I'd
18 encourage you two to come to a compromise, and once again I'm
19 going to ask because I didn't get an answer, is the VA going to
20 pay for this?

21 Ms. Black, I believe we're going to find the funding,
22 we want to do this.

23 The Court, fair enough.

24 And Ms. Black, and we want to move forward if
25 possible.

1 The Court, tremendous, thank you.

2 If you say that isn't a representation of funding, if
3 you want to put lawyer like words around it, but I believe with
4 you sitting there, Brad, that that's a representation that
5 you're going to fund it.

6 **MR. ROSENBERG:** I don't dispute that that's in the
7 transcript. Whether the VA will comply with this Court's
8 orders, which of course as I've repeatedly said it will make
9 every effort to do, is a different question from this harm that
10 will befall VA if it finds that funding, what services will
11 need to be cut, what other sacrifices will need to be made that
12 could impact veterans.

13 **THE COURT:** I also thought we had an agreement
14 initially of about 230 units. In other words, we went through
15 and talked about doing these sequentially because I was
16 concerned in case the Court was overbuilding in terms of the
17 temporary. And I'll go back in the transcript and pull it for
18 you again, but I believe that there was if not an implicit but
19 certainly overt agreement that we were going to make an attempt
20 at -- by 230 units.

21 Now after that this emergency came into play and the
22 Court wanted another 56 additionally, plus 50, and that's when
23 we got into a discussion of magenta B, parcel 7, and then the
24 Court wanted to go to 5 and all you convinced me that the
25 domiciliary was close by and that left no option and the last

1 paved parking lot of going to 4A.

2 Now, I'm going to pull those transcripts for you
3 later today, you can pull them yourselves, but from the Court's
4 perspective this is representation by the VA. So I understand
5 your position legally, but in terms of moving forward I intend
6 to hold you to this unless the Circuit stays this matter and
7 we're going move forward.

8 So what's going to happen though to Brentwood? I'm
9 really curious, because I know that behind the scenes there's
10 threatened litigation, you suing the VA in case this settled.
11 I wanted to head that off quite frankly. And also I really
12 believed in preliminarily approving the settlement that this
13 was a real benefit to the veterans and a real benefit for
14 Brentwood.

15 I think it allowed your school in a since to go
16 forward, facilities, these would be the last touched, and I
17 thought that this was so beneficial for both parties that in
18 reality, without making representation, that there's a good
19 chance we would never touch these facilities.

20 I only insisted on the year because if something was
21 going wrong we could readjust that, but I think we were all in
22 good faith.

23 Now if the VA is appealing you are not a party in a
24 sense, they represent you, and so now up an appeal we go, and
25 so Brad, what's your position, are you -- once again I'd love

1 to hear this.

2 **MR. ROSENBERG:** Well we don't represent Brentwood, I
3 want to be clear about that, the Department of Justice
4 represents the interests of the United States.

5 In terms of the impact on the proposed settlement
6 between plaintiffs and Brentwood to which VA, as the Court
7 knows, is not a party, the Government --

8 **THE COURT:** Are you going to be objecting to it?

9 **MR. ROSENBERG:** We objected to it. We did object to
10 it on the record.

11 **THE COURT:** And so on final settlement I can
12 anticipate you'll be objecting to it also.

13 **MR. ROSENBERG:** I mean well the Court will be holding
14 a fairness hearing, you know, at the preliminary fairness
15 hearing I believe I reiterated the Government's prior
16 objections to the injunction that the Court was entering in
17 conjunction with the settlement agreement, that among other
18 things, would require VA to negotiate a lease under the
19 settlement agreement's terms with the Brentwood school, and it
20 also contained, among other things, various provisions
21 involving this Court's oversight of this litigation in a manner
22 that was far beyond what was in the Court's findings of fact,
23 conclusions of law, and final opinion. And I noted at the time
24 that that would have been an error because the injunctive
25 relief that the Court was entering regarding the issue of the

1 Brentwood school was far broader than necessary to address the
2 issues relating to the Brentwood school.

3 **THE COURT:** Okay. Let me turn to Brentwood or to the
4 plaintiffs for any additional comments, and then see if the
5 special master has any thoughts.

6 **MR. SILBERFELD:** So very plainly, Your Honor, the
7 appeal and the stay motion that the Government intending to
8 file from a discussion we had, will definitely impact the
9 future of the Brentwood settlement, and that's about as much as
10 we know not having seen the stay motion yet, but the
11 representation is that it will -- the stay motion will cover
12 and the appeal that's been filed will cover the Brentwood
13 settlement and its future procedural and substantive outcome.

14 **THE COURT:** Let me turn to Brentwood school. If you
15 have thoughts, so be it, if not then we'll move on.

16 **MR. SANDLER:** Just for a moment, Your Honor. And
17 obviously this is coming at all of us at the last minute and
18 very quick.

19 Number 1, as far as Brentwood is concerned we have a
20 settlement in place, there's a class settlement, its reached
21 preliminary approval. I understand the VA is going file an
22 appeal -- or has filed an appeal and we'll seek stay.
23 Brentwood is going to move forward right now as if the
24 settlement is --

25 **THE COURT:** Okay.

1 **MR. SANDLER:** -- going to go forward on November --
2 and be approved by this Court on November 13th, that is our
3 hope, that is our plan, that's what we want, we think it's in
4 the best interest of the veterans and of the school.

5 **THE COURT:** Okay, let's do this then, let's leave
6 this waiting for the emergency stay requested by the VA. If
7 it's granted that resolves it, if it's not granted by the Court
8 then we'll move towards that fairness hearing. The VA can then
9 decide if they're going to take the same position opposing this
10 as they previously did. Okay? I think it's about the best all
11 of us could do today, but let's move forward. Okay, all right.

12 **(Pause)**

13 **THE COURT:** You know I'm required, John, do you have
14 any thoughts, Mr. Hueston?

15 **MR. HUESTON:** I have nothing to add.

16 **THE COURT:** Okay. What time would you like the Court
17 to reconvene so that you can make these calls, you know, to
18 Gensler, et cetera? I'm in session this afternoon starting
19 about 1:00 or 1:30, but I'll break in briefly as long as I can,
20 but we're back now, we're going to sit here until we get this
21 moving and get these answers.

22 **MR. SILBERFELD:** How is 11:30 this morning, Your
23 Honor?

24 **THE COURT:** 11:30 sounds perfect. Now, why don't I
25 do this. I've got CourtSmart, I'm going to send my staff to

1 lunch, but I can work through the lunch hour, so that way
2 you're not, if we can accomplish something quickly before the
3 afternoon hearing that way those parties aren't inconvenienced
4 and you folks aren't inconvenienced, okay? But you will be
5 back in this court on Monday at 3 o'clock.

6 **MR. SILBERFELD:** 3 p.m.

7 **THE COURT:** That's an order of all parties. I'm
8 going to cancel some other things I had planned. And I'd
9 encourage you to get that request to the Court as quickly as
10 possible, because you're going to be here until I get that
11 emergency stay request. So if you can get it to me Monday, so
12 be it, if you can get it to my Tuesday I think I need to
13 resolve that as quickly as possible, but we'll be in session
14 now because we're now in continuous session until we get this
15 thing moving. Okay? So I'll see you at 11:30.

16 **THE CLERK:** I'm sorry, Judge, you said Monday at what
17 time?

18 **THE COURT:** 3 o'clock. Now, if UCLA -- Brad, stick
19 around for just a second, counsel stick around. Is UCLA here?

20 **MR. SILBERFELD:** No.

21 **MR. ROSENBERG:** No.

22 **THE COURT:** Okay. They've been invited to attend.
23 You've seen my ruling concerning the client, their request for
24 intervention, but also I'm encouraging their participation, and
25 I want to talk out with you the following.

1 I wanted today to get a -- your thoughts about which
2 property is going to be used next after magenta B, 7, and 4A.

3 And the reason for that is that you represented to me
4 at the very beginning of the case in your opening argument that
5 if the Court razed the UCLA stadium it would be seven and a
6 half million dollars, and I may be wrong, it may be seven to
7 seven and a half million dollars, I'll go back in the
8 transcript, but there's a dollar figure attached. If we had
9 seven and a half million dollars to spend, I'd rather have that
10 spent on modular housing --

11 **MR. ROSENBERG:** Sure.

12 **THE COURT:** -- than tearing down a stadium at the
13 present time.

14 Number 2, if we're not going to use that stadium UCLA
15 has now doubled their offer.

16 Now, that leads to a couple questions. First, UCLA
17 immediately jumped from 300,000 to 600,000 in their offer to the
18 Court, which I've been mulling over or to the parties, to the
19 VA, correct?

20 **UNIDENTIFIED SPEAKER:** Yes.

21 **THE COURT:** Correct?

22 **MR. ROSENBERG:** That sounds correct, but --

23 **THE COURT:** It is correct, it's 600,000.

24 Have you gone back and read that 2016 lease recently?
25 Do you know what the inflation rate was each year? Let the

1 record reflect I've got the finest counsel in the world
2 present.

3 **UNIDENTIFIED SPEAKER:** One percent.

4 **THE COURT:** One percent, exactly. One percent?

5 **MR. ROSENBERG:** And the record was that --

6 **THE COURT:** A little closer. No, just move -- who
7 drafted this? Instead of a bureaucracy, I'd like to know the
8 name of the person in the VA who constructed one percent
9 inflation rate on a UCLA lease for ten years. Mr. Kuhn, did
10 you?

11 **MR. KUHN:** Come up with the one percent inflation?

12 **THE COURT:** Yeah, one percent? You don't like it and
13 weren't near that, you didn't do that, did you?

14 **MR. KUHN:** Not one percent, no.

15 **THE COURT:** No, not one percent, but it's one percent
16 in that lease isn't it? 2016 lease?

17 **MR. KUHN:** The lease is long before -- made long
18 before I got here.

19 **THE COURT:** One percent? Who did this, folks? By
20 name. Not a bureaucracy, who constructed this lease? Now
21 between 2016 or 2022 do you know what your inflation rate was?
22 Google it, 19.86 percent.

23 **MR. ROSENBERG:** Your Honor, may I while your folks
24 are Googling that.

25 The testimony, as I recall when I was questioning

1 Mr. DeFrancisco, was I asked him, has he ever heard anything
2 like one percent actual, and he said, no, and then I said to
3 him, well what do you think about that, and he said, somebody
4 negotiated that very well for UCLA.

5 **THE COURT:** Oh, absolutely, but we don't have that
6 person who negotiated very well.

7 And what I'm wondering is this, there's fraud taking
8 place in this time period, and that fraud is a person who's
9 being bribed at the VA. That was a sole contractor or sole
10 negotiator at the time on behalf of the VA. Now, he may have
11 already left the employment. Is this the same gentleman who's
12 negotiating the lease with UCLA? Not that UCLA is, you know,
13 liable or implicated in that way, but what's happening here?
14 Do I have a sole negotiator with safe park who's taking bribes
15 and it's the same person negotiating with UCLA or oil or
16 anybody else? I'd like to get that question answered, maybe
17 not.

18 **MR. ROSENBERG:** We also don't know if UCLA proposed
19 the one percent and the Government went along for reasons that
20 Your Honor is exploring right now. But I don't think there's a
21 person in this room who thinks that that one percent was a
22 reasonable number.

23 **THE COURT:** Well so hold up your hand. Put you hand
24 down, Mr. Soboroff, I thought you were going to ask for
25 something else, but anybody think one percent is reasonable,

1 just hold up your hand. Rather ridiculous isn't it? Okay --

2 **MR. ROSENBERG:** And that's built on a foundation
3 where for years and years and years they were paying \$56,000 --

4 **THE COURT:** Okay, now watch --

5 **MR. ROSENBERG:** -- which doesn't even get you a
6 studio apartment in Brentwood.

7 **THE COURT:** -- UCLA has immediately jumped their
8 offer from 300,000 to 600,000, so a Court might think, you
9 know, in good faith on their part they're starting to
10 negotiate, and I don't find by the way that that's the
11 predominant focus standard that's been met moving from 300,000
12 to 600,000, because it's the land that may be valuable if
13 needed for long-term supportive housing, that's the true value,
14 but still they've come back with an offer.

15 And what I'm curious about is they want to have
16 access to the stadium, but hopefully we're going to have
17 construction taking place. If we're not going to use that
18 stadium until June or July as they're offering to do, in other
19 words their offer back to you is, and you're the VA now,
20 because you're the party that decides this apparently, we're
21 willing to double the offer from 300,000 to 600,000, we would
22 like to use it temporarily through June or July, unbeknownst to
23 them though we have construction taking place around their
24 stadium. Is that a reasonable offer on their part?

25 **MR. KUHN:** It's certainly better than what we're

1 getting now.

2 **THE COURT:** Well it's better, yeah, and you know I'm
3 not finding that that's the predominant focus, but I'm also
4 wondering if we have a lingering asset there that if we're
5 letting \$600,000 go by in this temporary period of time, and in
6 doing that I'm wondering if we're not going to use it -- now if
7 we are that's a different matter, and if you're going to
8 request on the plaintiffs' part that we razz that stadium and
9 spend seven and a half million dollars to do it that's money
10 went spent, then I'd like to hear that, I'm going consider
11 that.

12 Number 2, I don't want this to go past June or July
13 if access was granted because I don't know what the future need
14 is, which is why I've asked for some sequential input from you
15 about which lot is going to be used next. Because if the UCLA
16 is the last lot of the four or five lots then we're -- we got
17 \$600,000 that we could use.

18 And how are they going to get egress or access to
19 that in a construction zone, which the VA would have to work
20 out? And I would think many would believe that there'd have to
21 be a liability waive on their part to use it.

22 I'm not too worried about parking because UCLA parks
23 trucks -- or busses everybody to the Rose Bowl, and frankly
24 they don't have enough fans during regular games at baseball,
25 parking is not an issue, it's right across the street.

1 So I'm just wondering now if going through and
2 deciding that we've exhausted the paved area so far, this is an
3 unpaved area, what do we do with that asset?

4 **MR. SILBERFELD:** One of the things we put in the
5 status update at the very end, Your Honor, was a request that
6 we have a discussion about the paved areas adjacent to parcel
7 7, which is part of the columbarium expansion space --

8 **THE COURT:** Sure.

9 **MR. SILBERFELD:** -- and it is administered I gather
10 by the National Cemetery Association or administration, I
11 forget the exact words, but that is part of -- that's an arm of
12 VA, and our understanding from the discovery in the case is
13 that that expansion space, there's no scenario in which that
14 will be used in the next decade.

15 So we could actually, if we had permission or if we
16 had somebody here who we could talk to about that, we could
17 actually expand parcel 7 --

18 **THE COURT:** Yeah.

19 **MR. SILBERFELD:** -- which is a paved lot --

20 **THE COURT:** Yeah.

21 **MR. SILBERFELD:** -- in the near term, a year, 2
22 years, 3 years, when they're not going use it parole for 20
23 having just opened the new columbarium very recently.

24 And so that's a conversation we wanted to have with
25 somebody in authority on the VA side at the National Cemetery

1 arm of VA. It just seems like a sensible thing to at least
2 talk about.

3 **THE COURT:** Any thoughts?

4 **MR. ROSENBERG:** So my understanding is the VA is
5 internally having those discussions with National Cemetery
6 Association.

7 **THE COURT:** With who, I'm sorry, Brad?

8 **MR. ROSENBERG:** My understanding is that those
9 discussions are taking place internally within VA. So I'm not
10 sure what is to be gained by having plaintiffs speak directly
11 with --

12 **THE COURT:** First of all does it make a difference
13 from the Court's standpoint, I've already directed magenta B
14 and 7, if we can expand upon that that's to everybody's
15 benefit, because the more land available --

16 **MR. ROSENBERG:** Sure.

17 **THE COURT:** -- the less the Court is looking at
18 Brentwood or the stadium.

19 What I'm circling back to though is this, if I've got
20 a wasting asset and we're truly not going to use it for some
21 period of time -- now if you tell me today first of all, Judge,
22 we need this for temporary, it's the unpaved portion that we
23 need to go to next because we've got push back on 6A, 6B, 4, et
24 cetera, I need to hear that, but if question have a sequence
25 where you're agreeing that the stadium may be the -- far down

1 the list, then I don't see why we're walking away from \$600,000
2 and giving temporary access back to UCLA, as long as it's
3 limited, it's not ten years.

4 So back to Brad, why? Yeah, I am imposing a one-year
5 limit on you and I've imposed you're not negotiating for ten
6 years based upon the past history of this case. I'm not
7 allowing those kinds of leases. Now, that's going to go up on
8 appeal, and I think what we have is a Court giving direction
9 that the bureaucracy doesn't appreciate.

10 So I want you to have that conversation, in other
11 words, what are you asking for?

12 **MR. ROSENBERG:** Yeah.

13 **THE COURT:** Because if there's \$600,000 that's a
14 wasting asset that seems ridiculous.

15 I'm a little concerned about the construction that's
16 going to go on along around it, so I need you both to think
17 about how would they gain access to the stadium, and by the way
18 I know how they can, but I'll leave that to you. What hours?
19 Are we going the limit them or give them, you know, wholesale
20 access to it for this period of time? But it has is to be
21 clear to UCLS that this is exactly what they're offer is, and
22 that's up to June or July, whenever that is, unless they can
23 negotiate a long-term settlement.

24 And what I was going to ask them today, and maybe
25 John, we could call them again, okay, first of all they got 32

1 acres up in Palos Verdes. Do you two know about that?

2 **MR. ROSENBERG:** Yes.

3 **THE COURT:** Okay. They purchased it in 1978 for
4 1. -- how much, Don, 1.8?

5 **MR. DERMIT:** Yes.

6 **THE COURT:** Yeah, 1.8. They got 22 acres sitting
7 there, it's been sitting there since 1978, it's a beautiful
8 piece of property by the way. By the way it's got adequate
9 room for a baseball stadium, but I understand it's far away
10 from the campus. They then purchased another parcel, Don I
11 think it's 11 more acres I think we have, they have about 33
12 acres out there.

13 Now, some of that is hilly, but most of it is an old
14 school, hasn't been used in this period of time. I don't know
15 if it's possible, but in the discussion is there a potential
16 swap?

17 Number 2, what about student housing? What about
18 student veteran housing? If they want the stadium to stay, why
19 aren't we talking about student veteran housing, because UCLA
20 advertises itself as the home of thousands of veterans.

21 And so it seems to me that there's some long-term
22 solutions that could be discussed, but at the same token I
23 don't expect UCLA as a bureaucracy to move quickly on that.

24 And what I'm right back to is what are we going do
25 with that stadium? I can simply hold my ruling, no problem,

1 but I don't like walking away from \$600,000. But I'll repeat
2 that, it's not the predominant focus.

3 And number 2, if it's -- UCLA immediately jumps from
4 300,000 to \$6,000, that's 300,000, right? Take that over 10
5 years, is the argument or could the argument be that really
6 they owe 3 million additional?

7 I mean when you move in an offer and double the offer
8 from 300,000 to 600,000 aren't you really saying to everybody
9 here that the land was much more valuable for a long period of
10 time? Now, I'm going take 2016 dollars to be fair and say
11 maybe it was only worth 450,000, but if you check inflation in
12 that period of time it's 19 percent. That value had to be
13 around \$500,000 minimally. So at \$200,000 a year, times 10
14 years, you got a lot of money that somebody didn't negotiate
15 about with a 1 percent inflation rate.

16 I'll leave that to you to define what kind of that
17 deal is, but -- so John, could you do me a favor? Could you
18 call UCLA, I'd like them to listen. I haven't let them
19 intervene, but I think as a courtesy, the same courtesy we
20 extended to Brentwood, I want you to talk about that. If
21 you're asking me to raise the stadium, you know, because
22 there's the \$7.5 million, I may do it. So be careful what you
23 say, okay? So if we're going up on appeal we might go up on
24 the whole thing.

25 By the same token, if we're not going use it I think

1 you've already increased and doubled the offer just by, you
2 know, the litigation. And also you have the benefit of having
3 this for one year, not ten.

4 **MR. ROSENBERG:** Your Honor, could I comment on that?

5 **THE COURT:** Yeah.

6 **MR. ROSENBERG:** Just two points. One is that -- I
7 think even the numbers that Your Honor is stating are gross
8 underestimates.

9 **THE COURT:** Oh, I may agree with you, I don't know
10 yet, I'd have to have a hearing.

11 **MR. ROSENBERG:** Because part of it is what the value
12 is -- they -- that land is -- belonged to veterans at the VA,
13 that land can't be rented. So when you look at -- you made
14 comparisons with rentals, it's what's called an impossible
15 hypothetical or something like that.

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

17 **MR. ROSENBERG:** For me the issue is what is that land
18 worth to UCLA? UCLA pays its baseball coach a million dollars
19 and has -- and if you -- you can get lost in their website in
20 terms of how much they extol that program. But I think this is
21 a gross underestimation. And then you put on top of that that
22 they were -- basically their gratis, \$56,000 a year, as I
23 mentioned a few moments ago.

24 Second point is, and Your Honor referenced this a
25 moment ago, we do have to keep the picture of the Leasing Act

1 in mind. That doesn't change the predominant focus --

2 **THE COURT:** Right.

3 **MR. ROSENBERG:** -- as Your Honor has said several
4 times.

5 So I'm not throwing water on what you're saying, but
6 I'm saying there is a bigger picture here that we have to think
7 about throughout this entire process.

8 **THE COURT:** Well really the focus is on the veterans.

9 **MR. ROSENBERG:** Exactly right.

10 **THE COURT:** And so when we keep talking about UCLA,
11 these are nice young ballplayers, some of them may with NIL,
12 they're going to go onto successful careers or at least college
13 scholarships, weighing that against the veterans and their
14 needs with brain trauma, et cetera, that -- the value of that
15 property isn't the money, the value of that property is
16 potentially if we need it for long-term supportive housing
17 because the VA has taken the position that we don't have enough
18 property, and they've ignored and never looked at Brentwood and
19 they never looked at UCLA, and if that position is their
20 position then the Court is going to look at those properties,
21 which is why they validated the lease. So the value isn't the
22 money, but there is money there, temporarily.

23 **MR. ROSENBERG:** Right, and there are other issues --

24 **THE COURT:** I'm not going use it.

25 **MR. ROSENBERG:** There are other issues too, I don't

1 want to speak for Mr. Kuhn, but he and I have had discussions.

2 As the testimony came in, UCLA has the Luskin school,
3 which is one of the top social work schools on the planet, and
4 Mr. Kuhn, you correct me if I'm wrong, but they have students
5 there, very talented students there who could be assisting the
6 VA without reach efforts, for example. So I mean we're talking
7 about one of the premier public universities.

8 **THE COURT:** Well is long-term solution a possibility?
9 Why aren't we talking about long-term veteran student housing,
10 for instance?

11 **MR. ROSENBERG:** And that's true as well. I mean all
12 of this is in play in terms of --

13 **THE COURT:** Okay. But short term --

14 **MR. ROSENBERG:** -- what the future --

15 **THE COURT:** -- I imagine when you talk that you
16 either won't answer the Court's inquiry because of your appeal,
17 but if you're objecting to one year over ten years, you should
18 take it up on appeal because this is -- these are one-year
19 leases at the most until we get this sorted out in terms of our
20 need for property, because if I ever granted you a ten-year
21 lease and I needed a piece of property, like Barrington for
22 instance or parcel 9 at Brentwood, if I allowed these ten-year
23 leases to continue, or magenta B, there's no way that the Court
24 could get these structures up working with you cooperatively,
25 because we'd be tied into ten-year leases.

1 So if that's your objection then you're probably
2 never going to agree to anything that UCLA might offer, because
3 you would be objecting to your ability to enter into a ten-year
4 lease when the Court is only allowing you a one-year lease. I
5 understand that. By the same token UCLA might be in the same
6 position as Brentwood, at least temporarily.

7 So would you have that discussion with each other and
8 with John for a moment and with the VA, and I'd like to sort
9 that out. And John, would you place a call over the UCLA, just
10 as a courtesy as we did to Brentwood, okay?

11 Counsel, I'm going to be back in about 15 or 20
12 minutes, okay? All right. Thank you.

13 **(Recessed at 9:37:12 a.m.; reconvened at 11:43 a.m.)**

14 **THE COURT:** The parties are present and I know that
15 the monitor and counsel for UCLA have had some discussions the
16 last few days, which may be very helpful for everyone involved.
17 So I'm going to turn this over to the monitor and counsel. And
18 counsel, would you -- I certainly know who you are, but would
19 you just state your name for the record?

20 **MR. CARDOZO:** Sure. Ray Cardozo from Reed Smith,
21 representing the Regents.

22 **THE COURT:** All right. Thank you. Let me turn this
23 over to the monitor, Mr. Cardozo.

24 **MR. HUESTON:** Thank you. John Hueston as monitor.
25 So --

1 **THE COURT:** And, John, pull that mic just a little
2 closer.

3 **MR. HUESTON:** Sure. And again, for the Court's
4 benefit, Mr. Cardozo and I have had some constructive
5 discussions over the last couple of days. I don't want to
6 speak on his behalf, but I think Mr. Cardozo has represented
7 good faith efforts to try to advance settlement possibilities
8 without, of course, committing his client to any position at
9 this point. So I thought it would be constructive,
10 Mr. Cardozo, if you would take some time to discuss any
11 possible progress on those fronts that you could report in to
12 the Court.

13 **THE COURT:** And is this a holistic settlement
14 discussion that's taking place or --

15 **MR. HUESTON:** Right.

16 **THE COURT:** -- and/or access to the stadium?

17 **MR. HUESTON:** Yes.

18 **THE COURT:** Okay. Mr. Cardozo, let me turn that over
19 to you, sir.

20 **MR. CARDOZO:** Yeah, sure. And I'll address both
21 pieces because there's two pieces. One, I say on the
22 settlement, the holistic settlement, and then the second piece
23 is access to the stadium, which could happen before a holistic
24 settlement.

25 On the holistic settlement front, we've been looking

1 for ways we can deliver more benefits to veterans. And one of
2 the things Mr. Rosenbaum told me that is really urgently needed
3 on this campus is more social worker outreach. So we've been
4 digging in to figure out is there ways we could improve the
5 relationship -- that UCLA could facilitate the relationship
6 between its social worker school and getting some of the
7 trainees to come down and help out with the outreach effort
8 that they desperately need down there.

9 And what we're learning is that the ability to move
10 more certified, experienced people, get them there for
11 supervision is kind of the holdup why, like a lot of these
12 trainees, that would unlock maybe and get more people there.
13 So we're pushing to figure out if there are ways we can make
14 that happen as something we would put into the settlement.

15 And then another piece that we were trying to explore
16 is as an alternative to the parking lot that Your Honor is
17 discussing putting temporary housing on, we understand there's
18 another parking lot nearby and we wanted to just explore a
19 little bit if it's feasible that baseball folks could use that
20 while the lot that's currently used for parking is being used
21 for temporary housing. So those are two of the pieces we
22 wanted to explore in this settlement.

23 And as soon as we can get a proposal out to everyone,
24 you know, if we need to go to mediation, et cetera, we'd be
25 happy to do that. We'd want to get this situation solved as

1 soon as possible, which brings me to my other request.

2 Our request to modify the injunction in the short
3 term while we're doing all this, we'd still reiterate that, you
4 know, there's an ability to open the stadium through the end of
5 the baseball season while we're pushing hard on the settlement
6 and all those fronts. We understand it's still today not being
7 used for any other purpose or for any veterans purpose. We
8 think that could happen today and that would really help this
9 process of getting us to a settlement.

10 **MR. HUESTON:** Yeah, if I can just add a couple of
11 comments. So Mr. Cardozo, you also, I think, suggested that
12 you would be discussing with UCLA the possibility of some
13 concessions in the area of student veteran housing as well,
14 which --

15 **MR. CARDOZO:** Yes, and I left that out. That was a
16 good reminder. Yes, if there's, for example, discounts they
17 could provide on housing or preferences, you know, there's a
18 kind of a competitive situation for access to housing among
19 students. If they can give either benefits, either preferences
20 or discounts, that's one of the reasons it takes time is these
21 things have these established processes that you need to work
22 through. And some of this, there's legal constraints on
23 whether you can give preferences. So that's all happening as
24 we speak. I don't have an answer as to whether we should do
25 that or not, but that's being pressed through.

1 **MR. HUESTON:** Okay. And the one other thing that we
2 discussed is rather than trying to proceed first with
3 mediation, which takes time to set up, can be cumbersome, that
4 I'm available to help work through a potential settlement in
5 expedited fashion at any time with you and the other parties.

6 **MR. CARDOZO:** Yes, and our -- you know, the whole --
7 I couldn't agree with that more. You know, we don't need time
8 or process to get to solutions, but all I'm saying is we're
9 open to mediation if that would help.

10 **MR. HUESTON:** If it were required.

11 **MR. CARDOZO:** We realize that the first thing we've
12 got to do is work out whether we can deliver these additional
13 benefits in student veteran housing and on a social work front.
14 Because that requires other individuals to make commitments
15 that we don't have yet, I don't want to represent we can
16 deliver that, but we're working hard at that. And then that's
17 what's going to come into the proposal. And then when we get
18 feedback from the other stakeholders, this is a good proposal,
19 needs more, et cetera, there may not need to be a mediation, or
20 maybe we really appreciate Mr. Hueston's involvement and
21 facilitation here.

22 **MR. HUESTON:** Thank you.

23 **THE COURT:** Earlier today, because of the information
24 that the monitor, Mr. Hueston, shared with me, I'm pleased you
25 could join us. I know that that's been taking place over the

1 last week. I didn't know some of the particulars.

2 I'm going to ask the plaintiffs in just a moment what
3 they're actually asking for in terms of the stadium. And let
4 me give you the background. We had four paved lots. One of
5 those is Magenta B, which is that acre and a half lot that is
6 on the street. The other is about an acre, which we're going
7 to call Parcel 7. You're aware of that in back of the stadium.
8 And then there's a large lot that is contiguous to it or part
9 of it.

10 The Court had already designated those as modular
11 sites, but we came down to a difficult choice between a site on
12 North Campus called Lot 5, but it's near a domiciliary. And
13 because of the substance abuse treatment taking place, et
14 cetera, all parties stipulated that that would not be a wise
15 choice. So now we've had to move in the last paved lot to a
16 lot called 4A. And that lot is on the South Campus, which I
17 think the VA has tried to avoid for a number of reasons.

18 We then are left with a number of unpaved lots. And
19 those unpaved lots would take longer to develop. And it was
20 represented to me that if the Court had made a decision to raze
21 this stadium, that it would cost a lot of money. That money is
22 better spent in emergency housing or housing at this time. And
23 if we ever reached that decision, it would literally be, I
24 think, because we've just run out of space.

25 You know, the VA has taken the position that they

1 don't have any space for temporary or long-term supportive
2 housing. And I've always wondered if we would be in this
3 position with either Brentwood or UCLA if that property, which
4 the Court believes is available in other locations, was
5 available.

6 I understand the term you've proposed, and that is
7 that doubling the rental or the lease from 300,000 to 600,000,
8 and also, until I believe it's June or July, and I apologize,
9 Mr. Cardozo, I don't have it right in front of me, June or
10 July. And that would give you access, as I understand it, to
11 24/7. In other words, it wouldn't be limited hours. But if
12 the Court was going ahead with the two acres that you
13 previously referred to as being seated and the plaintiffs take
14 objection to that word that, you know, being leased, then I
15 assume that these were the only two acres because UCLA has 10
16 acres, your ballpark is about 7.7 acres. And these were the
17 two locations that you were referring to, I believe; is that
18 correct? When you said seating, two acres.

19 **MR. CARDOZO:** Yes.

20 **THE COURT:** Okay. Now, what I would be concerned
21 about is if this goes forward, I want the players protected
22 going inside and outside the stadium in case we have modulars
23 going on that property. And I would leave that to you to work
24 out some kind of accessibility, both in terms of fans, et
25 cetera. I think we can work with that very easily. But I want

1 to ask in your presence what the plaintiff's position is. I
2 don't know quite when we go through this.

3 So I want to hear from Mr. Roman for a moment,
4 because I'm a little leery of just walking away from \$600,000,
5 but I want you to know I'm not making a ruling that this is the
6 predominant focus at the present time. This is an effort to
7 get accessibility if we're not using the stadium immediately,
8 and it's an effort, quite frankly, that some compensation or
9 some money is forthcoming. So let me turn to the plaintiffs.

10 **MR. SILBERFELD:** Roman Silberfeld, Your Honor.

11 To achieve the Court's objective of immediate housing
12 in the next 90 to 120 days so we have the emergency dealt with
13 at least as to a small population that we can accommodate, our
14 view is that the parking lot out in front of the stadium has to
15 be used. It will only accommodate 32 units.

16 **THE COURT:** Right.

17 **MR. SILBERFELD:** Lot 7 or parcel 7 has to be used
18 because it only accommodates 24 units.

19 **THE COURT:** Unless we get an expansion by the VA into
20 the remaining of that lot because that would contain so much
21 more.

22 **MR. SILBERFELD:** Correct. But even an expansion of
23 the Columbarium expansion space will, if we go too far east,
24 infringe on the Court's 500-foot rule because of the existence
25 of the freeway right there. But it's clear that parcel 7 could

1 be larger than it is today and could accommodate maybe another
2 24 or maybe another 48, depending on how large it's made.

3 And so from our perspective, the expansion of parcel
4 7, if we can work this out with the Cemetery Association folks
5 and do so quickly, is a preferred option to tearing up some or
6 all of the baseball field at the moment. Because there are no
7 other paved parcels that we've identified that we can find,
8 that's kind of our view at the moment.

9 But as to the rest of the proposal that Mr. Cardozo
10 sort of softly outlined, you know, as we did with Brentwood and
11 with the Court's guidance and assistance and the monitors, we
12 would really want to see a full, detailed proposal before we
13 could agree to it, obviously. And we'd need to talk to clients
14 and the class representatives about that as well. And we
15 obviously haven't done that. But that's our view at the
16 moment.

17 **THE COURT:** Okay. Any comments or thoughts by the
18 VA?

19 **MR. ROSENBERG:** I'll just note that I was not aware
20 that conversations were taking place between UCLA and the
21 Court's monitor, so this is the first that we're hearing of any
22 of this. To the extent that the parties are contemplating some
23 sort of agreement that does not involve the VA directly, we
24 would object as we did regarding the Brentwood agreement.

25 And we'll also note that to the extent that the Court

1 is contemplating entering any form of injunctive relief that is
2 beyond the scope of the injunctive relief that it currently
3 has, the Court may not have jurisdiction to enter any of that
4 relief due to the filing of the Notice of Appeal.

5 And finally, due to the filing of the Notice of
6 Appeal, again, I just reiterate that what we anticipate is that
7 we would be seeking to stay the Court's rulings in their
8 entirety, except as to the Court's judgment voiding the
9 individual land use agreements. And so at some point, the
10 intersection between, you know, that stay motion and any
11 potential stay that is issued either by this Court or by the
12 Ninth Circuit, you know, could impact the discussions that the
13 parties are having with UCLA.

14 **THE COURT:** We've got 18 months concerning temporary
15 housing. Are we realistically going to get -- to considering
16 the UCLA stadium and that -- strike that -- in the next period
17 of time up to June or July that Mr. Cardozo suggests in his
18 proposal? In other words, if we're not going to be using it,
19 then we've got \$600,000, quite frankly, and it seems like a
20 wasted asset not to give accessibility.

21 **MR. SILBERFELD:** The answer is to that --

22 **THE COURT:** To the stadium -- to the stadium.

23 **MR. CARDOZO:** If I could comment on both what the
24 VA's counsel and the plaintiff's counsel said.

25 I think the beauty of the -- this temporary solution

1 modifying the injunction is you can grab the additional
2 consideration, allow the use that's not, you know, as you said,
3 a wasted asset. And then all of the concerns that were
4 expressed can be accommodated in the contemplated ongoing
5 resolution discussions.

6 **THE COURT:** Okay.

7 **MR. CARDOZO:** Because to take the VA, for example,
8 any agreements that had kind of what -- this is what the land
9 use is going to be going forward. Yes, they're the lessor.
10 They probably need to sign on, but that's what you would work
11 out in the next round of the proposal.

12 And then all of the concerns Mr. Silberfeld
13 expressed, they of course would have the crack at that in the
14 negotiations. And so the proposal wouldn't work unless it
15 worked for them. So -- but we could get a temporary solution
16 while we do that.

17 **THE COURT:** John, it would seem to me --

18 **MR. CARDOZO:** The temporary solution, I think, is a
19 win/win.

20 **THE COURT:** It seemed to me, Mr. Cardozo, to make
21 this work because the VA is taking a contrary position that I
22 would make this order and put that in the form of injunctive
23 relief that the VA is ordered to carry out. In other words,
24 that could be implemented quickly. They can take that up on
25 appeal if they choose to, but I'm with their opposition quite

1 frankly. I don't know how we would reach a resolution getting
2 you accessibility that you want immediately for the UCLA team.

3 And I've done that in the past with Brentwood School,
4 by the way, order the VA to carry out the settlement that's
5 been reached in the form of injunctive relief because they've
6 been opposed.

7 **MR. CARDOZO:** Yeah, and that's the other advantage of
8 this kind of temporary, provisional relief concept that I'm
9 talking about is you, of course, have that equitable
10 jurisdiction to do that. It's just a way we're going to live
11 while they pursue their appeal or so on. It's not the
12 permanent outcome of anything. It's this is what we're going
13 to do for the next 12 months, and then their appeal will get
14 heard and so on. But it -- I think it presents everyone's
15 options and accomplishes a win/win for everyone. So --

16 **THE COURT:** I'm going to ask again of the plaintiffs
17 because if you're opposed, I need to hear that. If you believe
18 that we're going to use that stadium up to the June or July
19 proposal, I need to hear that. If we're not, then I think I'm
20 prepared to make a ruling at this time orally and hand down
21 that in written form shortly.

22 **MR. SILBERFELD:** So our perspective is and has been
23 that the goal is to get 100 units soon.

24 **THE COURT:** And it would be, by the way, on those
25 particular lots because they are the most available, most

1 economical.

2 **MR. SILBERFELD:** Right.

3 **THE COURT:** By the same token, this would give UCLA
4 access to that stadium, let the team practice, et cetera, and
5 would give some monies, quite frankly, that we would be not
6 absorbing. And I think that, Mr. Cardozo, between you and
7 Mr. Hueston's efforts, not that you'll eventually reach a
8 holistic settlement, but I want both of you to hear that the
9 Court is certainly encouraging that, and I think that this is
10 an encouraging start. Now whether that ends up in a holistic
11 settlement, we don't know, but particularly in the opportunity,
12 possibly to explore with UCLA student veteran housing. UCLA
13 desperately needs housing.

14 No representation on your part, but hopefully it will
15 be raised by you. And I know Mr. Hueston and you have been
16 talking, so no promises, et cetera, but that would be a huge
17 boon. UCLA, I know, is basically out of space. They're always
18 looking for housing out there, and if it was veteran student
19 housing and we could work out something, you know, on the VA
20 property, maybe that would be a great resolution.

21 There's also some property up in Palos Verdes that
22 you're aware of, about 32 acres. I understand that that's a
23 long ways from UCLA. I'm not suggesting a trade, but at least
24 the discussion seems to be open now, and I want to encourage
25 that and thank both you and Mr. Houston publicly for entering

1 into that.

2 **MR. CARDOZO:** It was a great suggestion from
3 Mr. Hueston because it's something --

4 **THE COURT:** Okay.

5 **MR. CARDOZO:** -- UCLA would frankly very much love to
6 do. You know, they're the number one public institution in the
7 country for veterans, and so anything they can do that improves
8 that standing is great for the institution. So they -- like I
9 said, there's some feasibility things that they're working
10 through right now, but they're committed to trying.

11 **THE COURT:** John, do you see any reason that you can
12 think of entering into these discussions that I wouldn't issue
13 an oral ruling now based upon the prior proposal of the 600,000
14 and the time period of June or July? You can work out
15 accessibility with Mr. Cardozo, so in case that is a
16 construction site, you know, it's safe. Any reason?

17 **MR. HUESTON:** I agree, Judge.

18 **THE COURT:** I think it should happen today. Go talk
19 to your clients, et cetera, because I'm prepared to make that
20 ruling today unless I hear opposition. And that opposition
21 should be based upon the fact that we're actually going to use
22 that stadium, not the parking lots, because the parking lots,
23 quite frankly, right now are the best site for the modular
24 housing. So why don't you talk to your clients for just a
25 moment? We don't need to delay this.

1 Mr. Cardozo, let us get back to you right now, sir,
2 so you can communicate back to UCLA. If I make that oral
3 ruling now, I'll follow that with a written ruling by Monday,
4 but then you can go in good faith, okay?

5 **MR. CARDOZO:** Thank you very much.

6 **THE COURT:** Just a moment. Stay with us a moment
7 there. They're all talking at these different tables. You
8 can't see that for a moment, so bear with us.

9 **MR. CARDOZO:** And I appreciate you hearing me
10 remotely, Judge. I have -- unfortunately I have a hearing this
11 afternoon up north. So that's why we --

12 **THE COURT:** Well, quite the opposite. Thank you for
13 joining us.

14 This last conversation, the last three or four days
15 with you and Mr. Hueston has caused, I think, just a reflection
16 on the Court's part about what might be possible here. And
17 maybe this is a good beginning, okay?

18 **MR. CARDOZO:** Yeah, I want to thank Mr. Hueston while
19 I've got him for his very diligent outreach, you know,
20 available by phone constantly, quickly, really kept this
21 moving.

22 **THE COURT:** Let me talk to the plaintiff as you're
23 talking. This does not involve the two parking lots. That
24 goes ahead unless the circuit stays with me, okay? This
25 involves the stadium itself, accessibility to the stadium. And

1 if you're going to use it the next six, nine months, tell me.
2 And if you're not, then let's get \$600,000. And --

3 **MR. SILBERFELD:** Right. Can we answer that question
4 on Monday afternoon?

5 **THE COURT:** No. And we'll spend all afternoon if you
6 want to, okay? Now, let's make some decisions now.

7 Mr. Cardozo, bear with us one moment. They want to
8 talk to their clients, okay? Yeah, as a courtesy.

9 And, Mr. Cardozo, I'm going to leave the bench for
10 just a moment to talk to Mr. Hueston, so please bear with us
11 for a moment, okay? I'll be right back.

12 **(Recessed at 12:06 p.m.; to reconvene at 12:18 p.m.)**

13 **THE COURT:** We'll go back on the record. Mr. Cardozo
14 has an appearance this afternoon.

15 We're back on the record. All counsel are present
16 and, John, do you want to lead off with any statement or do you
17 want the Court to? Counsel?

18 **MR. HUESTON:** Your Honor, there have been discussions
19 with plaintiff and I think we have, after additional
20 discussions, we thought it was prudent and it's my
21 recommendation to the Court that they have until Monday so they
22 can fully consult with their client representatives.

23 **THE COURT:** Their clients? Okay, 3 o'clock then, so
24 we're not making multiple appearances because you'll be out at
25 the site. So our understanding is the \$600,000, the June or

1 July, I forget which date it was in the proposal. The
2 accessibility needs to be worked out, but this is access to the
3 stadium, that the Court goes forward with the two parking lots
4 that are mentioned, unless there's a suitable substitute and I
5 can only imagine that that has to be that back lot extending it
6 if that's possible through the VA. That this would take the
7 form of an agreement between UCLA and the plaintiffs, and this
8 would be injunctive relief imposed upon the plaintiff, just
9 like I did in Brentwood School, okay?

10 That's a broad outline of it. Mr. Cardozo, thank you
11 for your courtesy. Can you be available at 3 o'clock? I think
12 we'll have a resolution for you at 3 o'clock Monday.

13 **MR. CARDOZO:** Thank you, Your Honor. Yes, I'll be on
14 the East Coast, so 6 o'clock East Coast time. I'll have to
15 appear by Zoom.

16 **THE COURT:** That's fine.

17 **MR. CARDOZO:** And one other question, would it be
18 possible for the baseball folks to use the parking lot until
19 the Court and the plaintiffs, the parties, need it?

20 **THE COURT:** Yes, in other words, when we don't need
21 it -- I don't want us wasting assets. So if we're putting
22 modular units right now on either of those parking lots, if
23 they're a value to UCLA in the meantime and we're not using it,
24 we don't need to look at vacant land. I would expect that you
25 could use it in the meantime.

1 **MR. CARDOZO:** Yeah, and we'll work out a protocol.

2 **THE COURT:** Okay. Okay.

3 **MR. CARDOZO:** Just let us know in advance --

4 **THE COURT:** Yeah.

5 **MR. CARDOZO:** -- that we now need the lot and it's
6 off limits.

7 **THE COURT:** Okay. That way we don't have a wasting
8 asset. All right then, Mr. Cardozo, thank you.

9 Any questions, counsel, from either party? This is
10 the broad outline. You'll have time to consult your clients
11 then.

12 Mr. Cardozo, thank you very much. Mr. Hueston, I
13 really appreciate the two of you entering into this and maybe
14 this could lead hopefully to a more holistic settlement also.
15 And you know that student-veteran housing is very much needed.
16 Okay. All right.

17 **MR. CARDOZO:** Thank you very much, Your Honor.

18 **THE COURT:** Sir, have a good day then. We'll see you
19 at 3 o'clock on Monday.

20 All right then, counsel, is there anything further
21 that you have today, except I've got a couple questions to ask
22 Mr. Soboroff and all of you, and you can anticipate this
23 Monday. I'm assuming we're going forward. You see the chart,
24 the old chart with the buildings on it? In looking at this
25 master plan, I'm wondering why we are reworking a master plan

1 already in effect. And I'm curious about who makes the
2 decision about which buildings would be refurbished versus
3 which buildings would be torn down.

4 And so I don't understand that process through the VA
5 and Mr. Soboroff about how that decision is eventually made
6 because right now I see this quagmire potentially of decision
7 making but no decision making.

8 The second is I'm wondering with the controversy
9 going over the town center and I just saw Dr. Sharon. Yeah,
10 don't go away. Your participation is welcome.

11 I'm wondering why we don't have a separate master
12 plan for the town center. We're going to get into a problem of
13 the hotel. No hotel. Could alcohol be served? What does the
14 connective tissue look like in building 210? Are we going to
15 have that exclusive building for, you know, the veterans for
16 what I call social purposes or are we going to put some
17 veterans on top of that? Are we going to have a barbershop, a
18 coffee shop?

19 It seems to me like we're getting involved in an
20 issue of what you view as connective tissue. But my duty is to
21 get people out to the site to have that connective tissue and
22 increase that as quickly as possible to get them off the street
23 and out of the rain. And so I don't want to see the connective
24 tissue part of this town center take precedence over getting
25 folks into housing and shelter.

1 So I'm suggesting to all of you as we go forward that
2 possibly this is a separate master plan and we're not reworking
3 the initial master plan, that it stays in place. But I need to
4 know who makes the decisions eventually about do we tear it
5 down? Do we refurbish it?

6 So I'm just curious if at 3 o'clock, you could help
7 me either through you or Rob or somebody go over some of these
8 buildings that are laying vacant out there and give me a kind
9 of a preview of how we break that decision-making process to
10 make the decision. How are we going to do that?

11 The next thing is tentatively if in a perfect world I
12 would be suggesting to you that parcel 9, the VA property, I'm
13 sorry, Brentwood property and Barrington Plaza are two parcels
14 I would suggest, depending on Mr. Soboroff and you, Ms. Black,
15 or you, Mr. Kuhn, that it should be designated for long-term
16 supportive housing. And the reason for that is we run into
17 problems when we already have an existing building and whether
18 we're going to tear it down, refurbish it, how long it takes.
19 Those two parcels are about 10 acres and about four-and-a-half
20 to five acres. We're not running into tearing down. We're
21 running into two virgin pieces of property that can be
22 developed simultaneously that we didn't have on the books
23 before when I declared the leases void.

24 So I'm not looking at those hypothetically subject to
25 all of your input as temporary or short-term. I'm saying that

1 we can move simultaneously on 14 acres and what I particularly
2 would suggest that I like about Barrington is that across the
3 street, if you drive out there, there's already three-story
4 condominiums.

5 Now Mr. Soboroff is not going to build the Taj Mahal.
6 Three stories and the benefit of Barrington is we've already
7 got a parking lot in front of the 10 acres on the Barrington
8 Plaza. Really that parcel is about 12 acres, give or take. So
9 unlike the good homeowners across the street who literally back
10 right up to Barrington, we're providing, if there's a
11 complaint, a setback in the parking lot. We've got parking
12 already, so we're 250 feet back, which they haven't done on the
13 other side of the residential area, and we've got 10 acres. So
14 you've got your parking ready to go.

15 And what I need is some kind of guesstimate from you
16 folks on the plaintiff's side about what we can put into
17 Barrington Park, those 10 acres. Going three stories high but
18 trying to create a really nice village atmosphere also with
19 some open space like 209, 208, 205. So when people walk out,
20 they've kind of got a garden -- an open space there. And what
21 I'd like to know also is what your guesstimate is about those
22 nine acres because when Skip came in, he and Brentwood readily
23 seated those nine acres. Now that could take three or four
24 years. It could take a long time, but those four acres out at
25 Brentwood was something that Brentwood was going to give up

1 right away, along with half the tennis courts, which we don't
2 need, okay?

3 So if you could give me an idea and I'm guessing
4 this, let's just assume that we had minimally two complexes
5 like 209, 208, and 205 on the Barrington Park. Right now,
6 we've got about 233 people. That's about 450 people, give or
7 take, already towards your 1,800.

8 Number two, I don't know about that upper ballfield
9 or two ballfields on Brentwood's property, but let's be
10 conservative and say another 233. That we only put in one
11 complex. Hey, we're already approaching 700 spaces towards our
12 1,800.

13 Now remember, we still have 400 spaces of the 1,200
14 that haven't been built out. So everybody's assuming that we
15 have 1,200 spaces that we're talking about. No, we don't.
16 We've got 800 and some being built out. And I'd like to know
17 from the VA how that process is going to take place in terms of
18 those other 400 spaces that we're supposed to meet this
19 obligation about by 2030. What's that process? How does that
20 look?

21 Because if we were already planning those 1,200
22 spaces, I'd rather leave those 400 spaces or suggest to you
23 that they remain with the master plan. But those are 400
24 spaces that we always contemplated down in the north campus
25 area in the existing buildings, either being torn down or

1 refurbished. So if we had those 400 spaces that you already
2 were committed to by 2030, to add on to your present building,
3 you would have met your 1,200. And we've got potentially 800
4 going up here, plus another 106 on temporary, that could become
5 permanent, now keep the math going, that's about 900, isn't it?

6 Now, I'm also going to give you credit, although you
7 didn't expect this, if you're expanding the domiciliary and
8 adding on to it, those are people off the street. And I don't
9 see why the Court wouldn't count those, 32 or 36, against our
10 temporary modules.

11 In other words, thank you, okay? So I know you
12 graciously said, Judge, this is in addition, no, I'm going to
13 count that, that's part of our 750 right there, and it may be
14 much less. I need to be flexible because I don't want
15 temporary out there if I can get long term, it's money not
16 spent.

17 So my ultimate goal was this, 2 to 300 because we had
18 200 and some before. We went into an emergency situation with
19 another 100, give or take 300, okay?

20 In addition to that, we've got 400 that's already
21 promised, but some place that we're working on, the master
22 plan, leave that down in your master plan area. Leave the two
23 virgin properties up there, which I think we can accommodate
24 about 700. Well, let's take it, we've got, yeah, 233, 233, and
25 you know, because that will hold on Barrington -- that will

1 easily hold two of those complexes. 450, no, trust me, I've
2 been --

3 **MR. SILBERFELD:** Three stories is about 60 an acre.

4 **THE COURT:** Absolutely. In fact, I'm being
5 conservative. I'm counting on the light side. You could
6 probably do much more and have space.

7 Now take the parcel up there, you're approaching 900
8 already, you see what I mean? And we're working simultaneously
9 on property that we didn't have before. So, I mean, we're well
10 on the way, if we work simultaneously, we could get all this
11 done by 2030 easily. We really could.

12 Okay. Just thoughts. I'm going to be asking those
13 questions, okay? How does that process work with the remaining
14 400? I just don't know who makes that decision or how the VA
15 plans for that, or if you even have builders, or what your
16 infrastructure looks like so far.

17 Now I'm going to stop for a moment. John, do you
18 have anything further?

19 **MR. HUESTON:** No, Your Honor.

20 **THE COURT:** I want to thank you, I want to thank
21 Mr. Cardozo for those calls. They've been very helpful to the
22 Court this week, the fact that you two opened up communication.

23 Roman, do you have anything?

24 **MR. SILBERFELD:** Only that Mr. Rosenberg and I had a
25 discussion about a briefing schedule for their stay motion. I

1 can recite that to the Court.

2 **THE COURT:** It doesn't matter what your briefing
3 schedule is, you're here until I get it.

4 **MR. SILBERFELD:** Okay.

5 **THE COURT:** So if you want to go home, get it to me
6 Monday.

7 **MR. SILBERFELD:** That's --

8 **THE COURT:** You've got the weekend.

9 **MR. SILBERFELD:** That's up to the moving party.

10 **THE COURT:** No, no, it doesn't matter. You can get
11 it to me Wednesday. You can get it whenever, but I'm going to
12 stay here until I get that emergency motion. Okay? Let's get
13 it up to the circuit, one way or the other.

14 Okay. Now, Brad, back to you.

15 **MR. ROSENBERG:** Actually, I think the Court just
16 answered the question that I had, so I will make my travel
17 plans accordingly.

18 **THE COURT:** Okay. And if you can get me that
19 emergency motion, do it, you know, at your earliest
20 opportunity, okay? That's up to you. But your timing, I'll
21 leave that to you.

22 Sir, do you have anything further? Mr. Kuhn?
23 Ms. Black?

24 Thank you very much. Ms. Black, thank you.

25 All right, then. Gentleman is here. Come on up for

1 a moment.

2 **MR. CURTIS:** I'm Casey Curtis and I work with
3 Mr. Cardozo.

4 **THE COURT:** Oh, it's a pleasure.

5 **MR. CURTIS:** Yeah, sorry. I was not ready to appear
6 to the Court today, so I apologize for my attire.

7 **THE COURT:** Let the Court reflect that you're
8 adequately dressed and appropriately attired.

9 **MR. CURTIS:** Just on the UCLA portion of it, are we
10 waiting until Monday before or is -- just so --

11 **THE COURT:** Yeah, you can't give notice to UCLA at
12 the present time. I thought we could resolve it today, but
13 John's talked to me. They need time to talk to their clients.
14 I thought most of the clients would hear, but it's come upon
15 them suddenly. I don't know if they were aware of the
16 conversation between Mr. Cardozo and John.

17 So, in fairness, they need until 3 o'clock, okay?

18 **MR. CURTIS:** And that's fine. I just wanted
19 clarification because there's going to be questions from our
20 client about what the status of it is. So I appreciate that.

21 **THE COURT:** Yeah, 3 o'clock, okay?

22 **MR. CURTIS:** Thank you.

23 **THE COURT:** We're going to resolve it one way or the
24 other Monday, okay?

25 **MR. CURTIS:** Thank you.

1 **THE COURT:** Okay. Then, if not, have a good day.
2 We'll see you on Monday at 3 o'clock. John, thank you.

3 **(Proceedings concluded at 12:32 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 26, 2024

Signed

Dated

TONI HUDSON, TRANSCRIBER