

1 MARK D. ROSENBAUM, 59940  
 mrosenbaum@publiccounsel.org  
 2 KATHRYN A. EIDMANN, 268053  
 keidmann@publiccounsel.org  
 3 AMANDA K. PERTUSATI, 296669  
 apertusati@publiccounsel.org  
 4 AMANDA MANGASER SAVAGE, 325996  
 asavage@publiccounsel.org  
 5 AMELIA PIAZZA, SBN 342473  
 apiazza@publiccounsel.org  
 6 YI LI, SBN 354281  
 yli@publiccounsel.org  
 7 PUBLIC COUNSEL LAW CENTER  
 610 S. Ardmore Avenue  
 8 Los Angeles, California 90005  
 Telephone: (213) 385-2977  
 9 Facsimile: (213) 385-9089

10 EVE L. HILL, 202178  
 EHill@browngold.com  
 11 JAMIE STRAWBRIDGE, Pro Hac Vice  
 JStrawbridge@browngold.com  
 12 BROWN GOLDSTEIN & LEVY, LLP  
 120 E. Baltimore St., Suite 2500  
 13 Baltimore, Maryland 21202  
 Telephone: (410) 962-1030  
 14 Facsimile: (401) 385-0869

ROMAN M. SILBERFELD, 62783  
 RSilberfeld@RobinsKaplan.com  
 DAVID MARTINEZ, 193183  
 dmartinez@robinskaplan.com  
 TOMMY H. DU, 305117  
 TDu@RobinsKaplan.com  
 ROBINS KAPLAN LLP  
 2121 Avenue of the Stars, Suite 2800  
 Los Angeles, California 90067  
 Telephone: (310) 552-0130  
 Facsimile: (310) 229-5800

T.E. GLENN, 155761  
 TGlenn@innercitylaw.org  
 AMANDA POWELL, 318036  
 APowell@innercitylaw.org  
 CHARLES KOHORST, 327558  
 CKohorst@innercitylaw.org  
 INNER CITY LAW CENTER  
 1309 East Seventh Street  
 Los Angeles, CA 90021  
 Telephone: (213) 891-2880  
 Facsimile: (213) 891-2888

15 Attorneys for Plaintiffs

16  
 17 **UNITED STATES DISTRICT COURT**  
 18 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

19 JEFFREY POWERS, DEAVIN  
 20 SESSOM, LAURIEANN WRIGHT,  
 SAMUEL CASTELLANOS, JOSEPH  
 21 FIELDS, LAVON JOHNSON, BILLY  
 EDWARDS, JESSICA MILES, JOSHUA  
 22 ROBERT PETITT, GLENN SURRETTE,  
 NARYAN STIBBIE, DOES 1-2, and  
 23 NATIONAL VETERANS  
 FOUNDATION, all individually and as  
 class representatives,

24 Plaintiffs,

25 vs.

Case No.: 2:22-cv-08357-DOC-KS

26  
 27 **PLAINTIFFS' NOTICE OF MOTION**  
**AND MOTION FOR PRELIMINARY**  
**APPROVAL OF PARTIAL CLASS**  
**SETTLEMENT AS TO DEFENDANT**  
**BRIDGELAND RESOURCES, LLC;**  
**DECLARATION OF ROMAN M.**  
**SILBERFELD**

Date: August 26, 2024  
 Time: 8:30 a.m.  
 Courtroom: 1  
 Judge: Honorable David O. Carter

1 DENIS RICHARD MCDONOUGH, in  
 2 his official capacity, Secretary of  
 3 Veterans Affairs;  
 4 MARCIA L. FUDGE, in her official  
 5 capacity, Secretary of Housing and Urban  
 6 Development;  
 7 DOUGLAS GUTHRIE, in his official  
 8 capacity, President, Housing Authority of  
 9 the City of Los Angeles;  
 10 ROBERT MERCHANT, in his official  
 11 capacity, Acting Director, VA Greater  
 12 Los Angeles Healthcare System;  
 13 KEITH HARRIS, in his official capacity,  
 14 Senior Executive Homelessness Agent,  
 15 VA Greater Los Angeles Healthcare  
 16 System,

17 Defendants.

18 **NOTICE OF MOTION**

19 PLEASE TAKE NOTICE that on August 26, 2024 at 8:30 A.M., or as soon  
 20 thereafter as the matter may be heard, in Courtroom 1 of the United States District Court  
 21 for the Central District of California located at 350 W. 1st Street, Los Angeles, CA  
 22 90012-4565, before the Honorable David O. Carter, or as otherwise provided by the  
 23 Court, Plaintiffs Jeffrey Powers, Deavin Sessom, Joseph Fields, Lavon Johnson, Joshua  
 24 Robert Pettitt, and the National Veterans Foundation (collectively, “Plaintiffs”) will, and  
 25 hereby do, move this Court, pursuant to Federal Rule of Civil Procedure 23, for an order  
 26 preliminarily approving a partial Class Action Settlement as to claims specifically  
 27 related to Bridgeland Resources, LLC (successor to Breitburn Operating L.P.) only.

28 This Motion is made on the grounds that the proposed settlement secures the  
 transfer of acres of land – land that would otherwise be controlled by Bridgeland  
 Resources, LLC – back to the Department of Veterans (“VA”) to use for permanent  
 supportive housing for veterans on the West Los Angeles VA Grounds, or for purposes  
 ancillary to the development of permanent supportive housing on those grounds.  
 Because it is contended that that land would continue to be under the control of  
 Bridgeland Resources, LLC even if the Court were to invalidate the revocable license

1 found to be non-compliant by the VA Office of Inspector General (“OIG”), the  
2 settlement secures relief that is more beneficial to the class than the relief that might be  
3 granted even if the class were successful in its claims. Accordingly, the class (with the  
4 concurrence of Defendant Bridgeland Resources, LLC and the Federal Defendants<sup>1</sup>)  
5 requests the Court’s grant of this motion, and approval of the settlement.

6 This Motion for Preliminary Approval of Partial Class Settlement (“Motion”) is  
7 based upon this notice, the concurrently filed Memorandum of Points and Authorities,  
8 the exhibits and declarations submitted in connection thereto, the pleadings, documents,  
9 and records on file in this action, any argument that may be presented to the Court on  
10 this motion, and such other matters as the Court deems appropriate.

11 This Motion is made following the conference of counsel pursuant Local Rule 7-  
12 3, which took place in-person and by phone and email over the course of numerous days  
13 beginning or about August 5, 2024 and culminating in the Federal Defendants’  
14 confirmation on August 11, 2024, that they concurred in the terms of the proposed  
15 settlement (i.e. even though the Federal Defendants will remain parties to the case after  
16 the settlement and dismissal of claims relating to Bridgeland).

17 DATED: August 15, 2024

**PUBLIC COUNSEL LAW CENTER**

MARK D. ROSENBAUM

KATHRYN A. EIDMANN

AMANDA K. PERTUSATI

AMANDA MANGASER SAVAGE

AMELIA PIAZZA

YI LI

*/s/ Mark D. Rosenbaum*

MARK D. ROSENBAUM

Attorneys for Plaintiffs

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26 <sup>1</sup> The Federal Defendants are Denis Richard McDonough, in his official capacity as  
27 Secretary of Veterans Affairs, Adrienne Todman, in her official capacity as Acting  
28 Secretary of Housing and Urban Development, Robert Merchant, in his official  
capacity as Director, VA Greater Los Angeles Healthcare System, and Keith Harris,  
in his official capacity as Senior Executive Homelessness Agent, VA Greater Los  
Angeles Healthcare System.

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DATED: August 15, 2024

**BROWN GOLDSTEIN & LEVY, LLP**  
EVE L. HILL  
JAMIE STRAWBRIDGE  
*/s/ Eve L. Hill*  
\_\_\_\_\_  
EVE L. HILL  
Attorneys for Plaintiffs

DATED: August 15, 2024

**INNER CITY LAW CENTER**  
T.E. GLENN  
AMANDA POWELL  
CHARLES KOHORST  
*s/ T. E. Glenn*  
\_\_\_\_\_  
T. E. GLENN  
Attorneys for Plaintiffs

DATED: August 15, 2024

**ROBINS KAPLAN LLP**  
ROMAN M. SILBERFELD  
DAVID MARTINEZ  
TOMMY H. DU  
*/s/ ROMAN M. SILBERFELD*  
\_\_\_\_\_  
ROMAN M. SILBERFELD  
Attorneys for Plaintiffs

**GLOSSARY**

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| Abbreviation   | Expansion                                                           |
|----------------|---------------------------------------------------------------------|
| HACLA          | Housing Authority of the City of Los Angeles                        |
| HUD            | Department of Housing and Urban Development                         |
| HUD-VASH       | Housing and Urban Development - Veterans Affairs Supportive Housing |
| PSH            | Permanent Supportive Housing                                        |
| TSH            | Temporary Supportive Housing                                        |
| SMI            | Serious Mental Illness                                              |
| TBI            | Traumatic Brain Injury                                              |
| VA             | U.S. Department of Veterans Affairs                                 |
| VAGLAHS        | VA Greater Los Angeles Health System                                |
| WLALA 2016     | West Los Angeles Leasing Act of 2016                                |
| 2021 Amendment | West Los Angeles VA Campus Improvement Act of 2021                  |

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

In this action, Plaintiff Class Representatives (the “Class”) have contested the legality of Intervenor-Defendant Bridgeland Resources, LLC’s (“Bridgeland”) revocable license with the Department of Veterans Affairs (“VA”) under the West Los Angeles Leasing Act of 2016 and its 2021 Amendment. However, even if the Class were to prevail in its claim, Bridgeland would arguably maintain the same rights to use the subject property for its oil operations. Now, through substantial arms’ length discussions, the Class has reached a settlement with Bridgeland, including a settlement with Federal Defendants limited to issues relating to Bridgeland, under which Bridgeland would transfer land to the VA to use for permanent supportive housing, and purposes ancillary to the development of permanent supportive housing.<sup>2</sup> Additionally, under the settlement, Bridgeland will increase the royalty percentage that it pays based upon production from all the wells accessed from the VA property, regardless of whether those wells are accessed under its revocable license that is the subject of the action (or the settlement). Bridgeland has also agreed to pay an agreed amount that will cover a portion of the fees and costs incurred in the action to date.

These principles have been reduced to writing. Federal Defendants have been consulted about them and concur in the approval of this settlement.

Accordingly, the Class requests that the Court preliminarily approve the settlement pursuant to Federal Rule of Civil Procedure 23(e), approve the attached Notice, the manner of giving notice, and set a hearing on the final approval of the settlement as soon as is practicable.

**II. FACTUAL BACKGROUND AND MERITS OF THE SETTLEMENT**

In light of the recent motions considered and decided by the Court, the ongoing trial, and the Court’s prior order granting class certification, all of which are incorporated

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<sup>2</sup> The Settlement Agreement is attached hereto as *Exhibit “A”*.

1 by this reference, the Class will not repeat the entirety of the facts presented on those  
2 motions and in the evidence at trial.

3 ***The Breitburn /Bridgeland Revocable License***

4 In summary, and with respect to Bridgeland specifically, the VA entered into a  
5 revocable license agreement with Breitburn (Bridgeland is the successor-in-interest to  
6 Breitburn) which gives Bridgeland the right to slant-drill oil wells that pass through the  
7 subsurface of the WLA Campus to extract non-federal oil from privately-owned land  
8 neighboring the WLA Campus.<sup>3</sup> Through a series of transactions, Bridgeland acquired a  
9 parcel of land that is commonly referred to as the “Replacement Drill Site.” (See Ex. A  
10 at ¶¶ D-G.) Also, under the revocable license (referred to as the “2016 Partial Surrender  
11 and the 2017 Amendment”), Bridgeland must donate 2.5% of the gross production of oil  
12 to the Disabled American Veterans Los Angeles Chapter (“DAV-LA”) on all oil  
13 produced from such wells. The remaining 97.5% of the gross revenues is split among  
14 the remaining interest owners.

15 ***The West Los Angeles Leasing Act and 2021 Improvements Act***

16 In 2016, Congress enacted the West Los Angeles Leasing Act of 2016  
17 (“WLALA”). The WLALA provides that the VA “may carry out leases described in  
18 subsection (b) at the Department of Veterans Affairs West Los Angeles Campus in Los  
19 Angeles, California,” which includes “enhanced-use lease of real property . . . for  
20 purposes of providing supportive housing . . . that principally benefit veterans and their  
21 families,” and “[a]ny lease of real property for a term not to exceed 50 years to a third  
22 party to provide services that principally benefit veterans and their families.” And in  
23 2021, Congress enacted the West Los Angeles VA Campus Improvement Act of 2021.  
24 The 2021 Amendment to the WLALA required land use revenues to be credited for  
25 certain purposes, including providing “temporary or permanent supportive housing for  
26 homeless or at-risk veterans and their families.”

27 \_\_\_\_\_  
28 <sup>3</sup> The details of the license and Bridgeland’s rights under it and its other agreements  
are set forth in the Recitals to the Settlement Agreement.

1           ***The OIG’s Report on the Breitburn / Bridgeland License***

2           In 2021, the VA Office of Inspector General (“OIG”) concluded that the VA’s  
3 land-use agreement with Breitburn (Bridgeland’s predecessor) failed to comply with the  
4 WLALA. The OIG also reported that, despite plans to construct 770 Permanent  
5 Supportive Housing units by 2022, the VA had not constructed a single unit of  
6 Permanent Supportive Housing (“PSH”). And even now, only 233 units of PSH are  
7 habitable on the VA Grounds. The VA still does not have plans to construct more than  
8 approximately 1,200 units of PSH on the premises, and all of the remaining units called  
9 for by the Master Plan are not estimated to be completed until 2030, at the earliest. VA  
10 contends, in part, that any additional PSH units or the placement of significant numbers  
11 of the Temporary Supportive Housing (“TSH”) would interfere with the feasibility and  
12 timeline for construction and the completion of the Master Plan.

13           Bridgeland has filed a Complaint-in-Intervention to assert and defend its operating  
14 rights at the VA Grounds. (ECF No. 172.)

15           ***Summary of the Settlement and its Merits***

16           Federal Rule of Civil Procedure 23(e) requires the Court’s approval to determine  
17 whether a proposed class action settlement is “fundamentally fair, adequate, and  
18 reasonable.” *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003). In making this  
19 determination, courts will consider a number of factors, including: “(1) the strength of  
20 plaintiff’s case; (2) the risk, expense, complexity, and likely duration of further litigation;  
21 (3) the risk of maintaining class action status throughout the trial; (4) the amount offered  
22 in settlement; (5) the extent of discovery completed, and the stage of the proceedings;  
23 (6) the experience and views of counsel; (7) the presence of a governmental participant;  
24 and (8) the reaction of the class members to the proposed settlement.” *Litty v. Merrill*  
25 *Lynch & Co., Inc.*, 2015 WL 4698475, at \*8 (C.D. Cal. Apr. 27, 2015) (citing *Staton*,  
26 327 F.3d at 959). “At the preliminary approval stage, some of these factors cannot be  
27 fully assessed. Accordingly, a full fairness analysis is unnecessary.” *Id.* Instead, at the  
28 preliminary approval stage, courts will evaluate “whether [the settlement] is within the



1 permissible ‘range of possible judicial approval’ and, thus, whether the notice to the class  
2 and the scheduling of the formal fairness hearing is appropriate.” *Spann v. J.C. Penney*  
3 *Corp.*, 314 F.R.D. 312, 319 (C.D. Cal. 2016).

4 While the Class contests both of the VA’s contentions, the Class also recognizes  
5 that making additional land available for PSH and TSH would undeniably create more  
6 housing opportunities for homeless veterans, and more quickly, and facilitate the  
7 construction of PSH elsewhere on the VA Grounds by minimizing or eliminating  
8 interference with ongoing and future construction activities. Under the terms of the  
9 Settlement (Section 7), Bridgeland “shall execute and cause the recordation of the  
10 Conditional Quitclaim Deed” that grants the land referred to as the Replacement Drill  
11 Site back to the VA, which land shall be used for either PSH, TSH, or swing space to  
12 facilitate the construction of permanent supportive housing on the VA campus.

13 Additionally, currently, Bridgeland pays 2.5% of the gross revenue from oil  
14 extracted from the VA site to DAV-LA for the provision of transportation services to  
15 veterans. In recent years, this royalty has hovered in the \$75,000-\$125,000 range.  
16 However, despite repeated requests, DAV-LA has failed or refused to provide data  
17 reporting the number of veterans served by this donation, or the manner(s) by which they  
18 were served each year. And discussions with DAV-LA revealed that DAV-LA has not  
19 done the transportation services itself for years; rather, it has contracted with a  
20 transportation provider to actually do the driving (similar to a corporate version of Uber  
21 or Lyft), and DAV-LA simply coordinates the rides to ensure they are occurring on a  
22 date when, and to the place where, the veteran actually has a medical appointment.

23 Under the Settlement Agreement, Bridgeland will pay a modified and increased  
24 percentage of its gross revenue depending upon the price of oil, as follows:

- 25 a. 2.5% if the price of oil is at or below \$75.00 per barrel;  
26 b. 3.0% if the price of oil is at or above \$75.01 and at or below \$90.00  
27 per barrel;  
28 c. 3.5% if the price of oil is at or above \$90.01 but at or below \$100.00

1 per barrel;

2 d. 4.0% if the price of oil is at or above \$100.01 but at or below  
3 \$130.00 per barrel; or

4 e. 5.0% if the price of oil is at or above \$130.01 per barrel

5 (Exhibit A at § 4.) However, instead of paying that amount to DAV-LA or DAV-  
6 CA<sup>4</sup>, as was found to violate WLALA of 2016 by the OIG, the royalty payments  
7 shall be distributed to an entity jointly designated by Plaintiffs and VA, and the  
8 designee shall use the proceeds to principally benefit veterans and their families  
9 pursuant to WLALA2016. In the event Plaintiffs and VA are unable to jointly  
10 designate a designee, the dispute shall be resolved by the United States District  
11 Court for the Central District of California. *Id.*

12 In consideration for this settlement, the Class is agreeing not to contest the  
13 legality of Bridgeland's 2017 Amendment Extension or a Similar License and  
14 not to object to or challenge any extension to the term of the 2017 Amendment or  
15 any new license with substantially similar terms as the 2017 License.

16 Additionally, Bridgeland has agreed not to oppose a motion for attorney's  
17 fees and costs that counsel for the Class intends to file when seeking final  
18 approval of the settlement in the sum of up to \$200,000, which amount will offset  
19 the amount of attorney's fees and costs to be paid by other defendants if and  
20 when Plaintiffs and the Class are successful in the remainder of the litigation.

21 **III. PROPOSED NOTICE TO THE CLASS**

22 This case has garnered extensive publicity in the local press and visibility among  
23 homeless and veteran advocacy groups. However, the Class is largely comprised of  
24 homeless veterans, many of whom have severe mental illness and traumatic brain  
25 injuries, and with whom actual notice is difficult, if not impossible.  
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27 \_\_\_\_\_  
28 <sup>4</sup> While the agreement called for the payment to DAV-LA, the money likely went  
to DAV-CA (the California chapter), which was then distributed to DAV-LA.

1           Nevertheless, Federal Rule of Civil Procedure 23(e) governs class action  
2 settlements, including notice. When a certified class settles its claims, courts “must direct  
3 notice in a reasonable manner to all class members who would be bound by the  
4 proposal.” Fed. R. Civ. P. 23(e)(1); *see also* William B. Rubenstein, *Newberg on Class*  
5 *Actions* § 4:36 (5th ed. rev. June 2016) (“Rule 23(c) makes notice of a *class certification*  
6 *decision* discretionary [for Rule 23(b)(2) class actions], but Rule 23(e) requires that  
7 (b)(2) class members receive notice of any *proposed settlement*[.]”). Additionally, Rule  
8 23(h) requires that class members receive notice of any claim for an award of attorneys'  
9 fees and costs. Fed. R. Civ. P. 23(h)(1); *see also* Rubenstein, *supra*, § 4:36. Accordingly,  
10 the Class proposes that notice of the settlement be given in two ways that together and  
11 separately constitute a reasonable manner of notice within the meaning of Rule 23(e)  
12 under the circumstances.

13           ***First***, the Class proposes that the Notice of Settlement, Preliminary Approval and  
14 Final Approval (“Class Notice”) – a copy of the proposed Class Notice is attached hereto  
15 as **Exhibit “B”** – be sent by certified mail, return receipt requested to each of the  
16 homeless- and veteran-advocacy/resource organizations listed in **Exhibit “C”**.

17           ***Second***, the Class proposes that the Class Notice be posted on a website hosted  
18 by counsel for the Class (Robins Kaplan) within five business days following the grant  
19 of preliminary approval along with links to the First Amended Complaint and the Court’s  
20 recent ruling on the cross-motions for summary judgment.

21           For both, the Class proposes that the form of Notice (“**Exhibit B**”) be amended to  
22 include the dates set by the court for objections to the settlement and a hearing on the  
23 final approval of the settlement.

#### 24 **IV. CONCLUSION**

25           For all the foregoing reasons, the Class requests that the Court preliminarily  
26 approve the settlement pursuant to Federal Rule of Civil Procedure 23(e), approve the  
27 attached Notice, the manner of giving notice, and set a hearing on the final approval of  
28 the settlement as soon as is practicable.

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DATED: August 15, 2024

**PUBLIC COUNSEL LAW CENTER**  
MARK D. ROSENBAUM  
KATHRYN A. EIDMANN  
AMANDA K. PERTUSATI  
AMANDA MANGASER SAVAGE  
AMELIA PIAZZA  
YI LI

*/s/ Mark D. Rosenbaum*  
\_\_\_\_\_  
MARK D. ROSENBAUM

Attorneys for Plaintiffs

DATED: August 15, 2024

**BROWN GOLDSTEIN & LEVY, LLP**  
EVE L. HILL  
JAMIE STRAWBRIDGE

*/s/ Eve L. Hill*  
\_\_\_\_\_  
EVE L. HILL

Attorneys for Plaintiffs

DATED: August 15, 2024

**INNER CITY LAW CENTER**  
T.E. GLENN  
AMANDA POWELL  
CHARLES KOHORST

*s/ T. E. Glenn*  
\_\_\_\_\_  
T. E. GLENN

Attorneys for Plaintiffs

DATED: August 15, 2024

**ROBINS KAPLAN LLP**  
ROMAN M. SILBERFELD  
DAVID MARTINEZ  
TOMMY H. DU

*/s/ Roman M. Silberfeld*  
\_\_\_\_\_  
ROMAN M. SILBERFELD

Attorneys for Plaintiffs

**DECLARATION OF ROMAN M. SILBERFELD**

I, Roman M. Silberfeld, declare:

1. I am an attorney duly admitted to practice before this Court. I am a partner with Robins Kaplan LLP, attorneys of record for Plaintiffs and the certified Class. I have personal knowledge of the facts set forth herein, except as to those stated on information and belief, and, as to those, I am informed and believe them to be true. If called as a witness, I could and would competently testify to the matters stated herein.

2. Along with my colleague Tommy Du, I was personally involved in the negotiation of the settlement between Plaintiffs and the certified Class on the one hand and Bridgeland Resources, LLC (successor to Breitburn) on the other. We also interacted with counsel for the Federal Defendants and, through extensive negotiations and amendments of the original form of the agreement, obtained the Federal Defendants’ consent to the Settlement Agreement that was agreed to with Bridgeland.

3. There is no side agreement of any kind that has been agreed to and the Settlement Agreement between Plaintiffs and the Class and Bridgeland, a true and correct copy of which is attached hereto as Exhibit “A,” is the only agreement that exists relating to the settlement of the action

4. Attached hereto as Exhibit “B” is a true and correct copy of the proposed notice to be given to the Class by sending it to homeless and veteran advocacy organizations and posted on a web page to be hosted by my firm that will contain both the notice and hyperlinks to the documents referenced in the Notice once posted and which, in our firm’s experience, will be capable of being located and accessed through search engines such as Google, Bing, and others.

5. Attached hereto as Exhibit “C” is a true and correct copy of the list of homeless and veteran advocacy organizations in Los Angeles that we have identified as potential recipients of the proposed Notice of the Class Settlement and which we believe, in good faith, is a reasonable manner of providing notice to homeless veterans who are difficult if not impossible to contact through other means with as broad of

1 coverage in a reasonable amount of time given the necessities of the case and the  
2 timeline anticipated to be set by the court for the final approval of the settlement.

3 I declare under penalty of perjury that the foregoing is true and correct and that  
4 this Declaration was executed at Los Angeles, California on August 15, 2024.

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6 By: /s/ Roman M. Silberfeld  
7 ROMAN M. SILBERFELD

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# **EXHIBIT A**

## **Settlement Agreement**

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “**Agreement**”) is entered into as of the Execution Date (defined below) by and among (i) Plaintiffs Jeffrey Powers, Deavin Sessom, Laurieann Wright, Joseph Fields, Lavon Johnson, Joshua Robert Petitt, and National Veterans Foundation (collectively, the “**Plaintiffs**”), on behalf of themselves and the Class and Subclass (defined below), (ii) Bridgeland Resources, LLC, a Delaware limited liability company (“**Bridgeland**”), and (iii) Denis Richard McDonough, in his official capacity as Secretary of Veterans Affairs, Adrienne Todman, in her official capacity as Acting Secretary of Housing and Urban Development, Robert Merchant, in his official capacity as Director, VA Greater Los Angeles Healthcare System, and Keith Harris, in his official capacity as Senior Executive Homelessness Agent, VA Greater Los Angeles Healthcare System (collectively, the “**Defendants**”).

### RECITALS

A. On November 15, 2022, Plaintiffs filed *Jeffrey Powers, et al. v. Denis Richard McDonough, et al.*, Case No. 2:22-cv-08357 (United States District Court, Central District of California) (the “**Action**”).

B. In the Action, Plaintiffs assert claims against the Defendants arising out of Defendants’ alleged failure to provide certain housing and services to Plaintiffs and similarly situated veterans. Among other things, Plaintiffs also seek an order enjoining Defendants from continuing to maintain certain leases and land use agreements at the West Los Angeles VA Campus (the “**WLA Grounds**”) with third parties. Plaintiffs contend, and Defendants and Bridgeland deny, that certain leases and land use agreements at the WLA Grounds with third parties are maintained in violation of the West Los Angeles Leasing Act of 2016 (Pub. L. 114-226, as amended through Pub. L. 117-263) (the “**WLALA2016**”).

C. Bridgeland is an oil and gas producer that operates wells and associated infrastructure on a portion of the WLA Grounds.

D. Among other leases, Bridgeland operates pursuant to the “Offer to Lease for Oil and Gas Noncompetitive Acquired Lands Lease,” with the United States of America, as lessor, and Tom Dowlen, as lessee, Serial No. 0138800, dated February 21, 1956, and entered into by the United States on November 1, 1963 (the “**1956 BLM Lease**”), which authorizes Bridgeland’s use of the drillsite currently located on the WLA Grounds (the “**Current Drillsite**”).

E. On or about 1964, Bridgeland’s predecessor to the 1956 BLM Lease, Tom H. Dowlen, granted the United States of America a 2.5% overriding royalty interest (the “**Dowlen Charitable ORRI**”) on all oil produced from wells drilled pursuant to the 1956 BLM Lease as a charitable gift (“**Dowlen Wells**”).

F. Bridgeland also operates pursuant to the “Protective Oil and Gas Lease” with the United States of America, as lessor, and Occidental Petroleum Corporation, as lessee, dated January 1, 1969 (the “**1969 BLM Lease**”). The 1969 BLM Lease granted the lessee and its successors use of an additional drillsite located north of Constitution Avenue on the WLA



Grounds (the “**Additional Drillsite**”).

G. On December 23, 2016, Breitburn Operating LP, the U.S. Department of Veterans Affairs, and United States of America through the Bureau of Land Management (“**BLM**”) entered into the Amendment, Partial Surrender of Surface Rights and Ratification of Protective Oil and Gas Lease (the “**2016 Partial Surrender**”). The 2016 Partial Surrender surrendered Breitburn Operating LP’s rights to the Additional Drillsite, as successor to Occidental Petroleum Corporation, and granted to Breitburn Operating LP certain surface rights to the “Replacement Drill Site” (as that term is defined in the 2016 Partial Surrender) at the WLA Grounds (the “**Replacement Drill Site**”), as more particularly described in the 2016 Partial Surrender. Bridgeland is the successor to Breitburn Operating LP’s rights and interests under the 2016 Partial Surrender.

H. Bridgeland also currently maintains a revocable license with the Department of Veterans Affairs: the Amendment, Revival, and Extension of the Revocable License for Non-Federal Use of Real Property Agreement, Department of Veterans Affairs License No. 691-97-01-1L, effective March 7, 2017 (the “**2017 Amendment**”).

I. Under the 2016 Partial Surrender and the 2017 Amendment, Bridgeland is required to donate to the Disabled American Veterans Los Angeles Chapter (“**DAV-LA**”) an amount equal to a 2.5% overriding royalty on all proceeds from oil and gas produced from wells drilled pursuant to the 2016 Partial Surrender and the 2017 Amendment, respectively (collectively, the “**License Wells**”, and together with the Dowlen Wells, the “**ORRI Wells**”). Additionally, pursuant to the 2017 Amendment, the Dowlen Charitable ORRI also is donated to the DAV-LA. The 2016 Partial Surrender and the 2017 Amendment each state that the DAV-LA shall use the royalty proceeds “solely for the purpose of providing transportation to Veterans on and around the VA Greater Los Angeles Healthcare System Campus.”

J. Pursuant to the 2016 Partial Surrender, Breitburn Operating LP entered into that certain Donation Agreement with Disabled American Veterans, Department of California (“**DAV-CA**”), dated December 12, 2017, to allow the royalties payable to the DAV-LA pursuant to the 2016 Partial Surrender to be paid to DAV-CA (the “**Donation Agreement**”).

K. Plaintiffs contend that the 2016 Partial Surrender and the 2017 Amendment violate the WLALA2016, which Defendants and Bridgeland deny.

L. On January 22, 2023, the Court ordered the Plaintiffs and Defendants to provide written notice of the Action to certain third parties whose leases and land use agreements the Plaintiffs sought to invalidate.

M. Following notice of the Action, on March 4, 2024, Bridgeland filed a motion for leave to file a Complaint in Intervention in the Action against Plaintiffs. On April 5, 2024, the Court granted Bridgeland’s motion to intervene, and Bridgeland filed its Complaint in Intervention (the “**Intervenor Complaint**”). The Intervenor Complaint asserts a single claim for Declaratory Relief against the Plaintiffs. The Intervenor Complaint requests a judicial declaration regarding its rights, obligations, and interests with respect to the 2016 Partial Surrender, the 2017 Amendment, and, specifically, a judicial determination that the 2016 Partial

Surrender and the 2017 Amendment comply with the WLALA206. On April 26, 2024, Plaintiffs filed an answer denying the allegations in the Intervenor Complaint.

N. On April 1, 2024, Plaintiffs filed a motion for class certification (the “**Class Certification Motion**”). Plaintiffs sought certification of a class of “[a]ll homeless veterans with Serious Mental Illness or Traumatic Brain Injuries, who reside in Los Angeles County” (the “**Class**”) and a subclass of “[a]ll Class Members whose income (including veterans disability benefits) exceeds 50% of the Area Median Income” (the “**Subclass**”). On May 3, 2024, the Court granted the Class Certification Motion, certified the Class and Subclass, and named Plaintiffs as the representatives of the Class and Subclass.

O. Plaintiffs, on behalf of themselves, the Class, and the Subclass, now desire to settle all of Plaintiffs’ claims concerning the validity and/or legality of the 2016 Partial Surrender and the 2017 Amendment asserted in the Action (the “**Plaintiffs’ Settled Claims**”), Bridgeland now desires to settle the claims asserted in the Intervenor Complaint (the “**Bridgeland Settled Claims**”) (the Plaintiffs’ Settled Claims and the Bridgeland Settled Claims are collectively referred to as the “**Settled Claims**”), and Defendants now desire to settle the **Settled Claims**, on the terms contained in this Agreement.

#### AGREEMENT

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Plaintiffs, Bridgeland, and Defendants agree as follows:

1. **Incorporation of Recitals**. The Recitals listed above are incorporated herein by reference.
2. **Execution Date**. This Agreement shall become effective only after full execution by all parties to this Agreement. Upon such an occurrence, the “**Execution Date**” of this Agreement shall be the date that the last party executes this Agreement.
3. **Agreement Subject to Court Approval**. This Agreement is contingent upon Court approval. Plaintiffs, Bridgeland, and Defendants intend to file a motion for preliminary approval of this Agreement and the settlement of the Settled Claims and a motion for a fairness hearing. This Agreement, including the obligations and releases in this Agreement, shall become effective only if and when the Court grants final approval of this Agreement.
4. **Modification of Donation Under 2017 Amendment**. Upon approval of this Agreement by the Court, and beginning thereafter and so long as the 2017 Amendment (including any extension or renewal thereof) is effective, Bridgeland shall make a monthly rental payment to a trust account to be established that is equal to an overriding royalty on gross revenue, subject to deductions for transportation, treatment, processing, and marketing, from any and all of the ORRI Wells Bridgeland operates at the WLA Grounds as follows:
  - a. 2.5% if the price of oil is at or below \$75.00 per barrel;
  - b. 3.0% if the price of oil is at or above \$75.01 and at or below \$90.00 per barrel;

- c. 3.5% if the price of oil is at or above \$90.01 but at or below \$100.00 per barrel;
- d. 4.0% if the price of oil is at or above \$100.01 but at or below \$130.00 per barrel;  
or
- e. 5.0% if the price of oil is at or above \$130.01 per barrel

The trust proceeds shall be distributed to an entity jointly designated by Plaintiffs and VA. Such designee shall use the proceeds to principally benefit veterans and their families pursuant to WLALA2016. In the event Plaintiffs and VA are unable to jointly designate a designee, the dispute shall be resolved by the United States District Court for the Central District of California.

Upon approval of this Agreement by the Court, and effective at that time, Bridgeland shall have no further obligation to donate monthly payments to the DAV-LA or the DAV-CA pursuant to the 2016 Partial Surrender, the 2017 Amendment, and/or the Donation Agreement.

5. Determination of Price of Oil for Calculating Overriding Royalty. For purposes of calculating the monthly payment under this Agreement, the price of oil shall be the price actually paid to Bridgeland by Bridgeland's oil purchaser to purchase the oil.

6. Agreement Not to Contest 2017 Amendment Extension or Similar License. Plaintiffs, for themselves, the Class, and the Subclass, agree that the terms of the 2017 Amendment, as modified by this Agreement, principally benefit veterans for purposes of the WLALA2016, and Plaintiffs agree not to object or challenge any extension to the term of the 2017 Amendment or any new license with substantially similar terms as the 2017 License.

7. Surrender of the Replacement Drill Site; Use for Supporting Housing. Upon approval of this Agreement by the Court, Bridgeland, as the successor Lessee under the 2016 Partial Revocation, shall execute and cause the recordation of the Conditional Quitclaim Deed, in the form attached as **Exhibit 1** to this Agreement.

8. Bureau of Land Management. The Parties agree that this Agreement shall have no impact or effect on any of the rights of the BLM and shall have no impact or effect on the 1956 BLM Lease, the 1969 BLM Lease, or Bridgeland's use of the Current Drillsite.

9. Attorneys' Fees and Costs. Plaintiffs intend to submit an application for recovery of up to \$200,000 in reasonable attorneys' fees and costs incurred as to Bridgeland in relation to the Settled Claims. Bridgeland agrees not to oppose such application. Except as provided in this section, Plaintiffs and Bridgeland will each bear their own attorneys' fees and costs in connection with the Action. The provisions of this paragraph do not apply to Defendants.

10. Release by Plaintiffs. In exchange for the consideration and obligations set forth in this Agreement, subject to Court approval of this Agreement, and except for those obligations set forth in this Agreement, Plaintiffs, for themselves, the Class, and the Subclass, as well as their insurers, administrators, attorneys, agents, representatives, assignees, employees, managers, members, trusts, shareholders, affiliates, alter-egos, beneficiaries, and personal representatives, and any other related persons or entities (collectively, the "**Plaintiff Releasing Parties**") do

hereby irrevocably and unconditionally release, acquit, hold harmless, and forever discharge Bridgeland, Defendants, the United States of America, the U.S. Department of Veterans Affairs, and the U.S. Bureau of Land Management and their respective insurers, administrators, attorneys, agents, representatives, assignees, employees, managers, members, trusts, shareholders, affiliates, alter-egos, beneficiaries, personal representatives, and any other related persons or entities (collectively, the “**Bridgeland and Defendants Released Parties**”), from and against the Plaintiffs’ Settled Claims, and the Plaintiff Releasing Parties shall be forever barred from prosecuting the Plaintiffs’ Settled Claims against the Bridgeland and Defendants Released Parties. For the avoidance of doubt, the release, acquittal, hold harmless, and discharge contained in this section applies only to Plaintiffs’ claims concerning the validity and/or legality of the 2016 Partial Surrender and the 2017 Amendment asserted in the Action, and Plaintiffs specifically do not release, acquit, hold harmless, and discharge Defendants from the other claims and causes of action that Plaintiffs have asserted against Defendants in the Action.

11. Release by Bridgeland. In exchange for the consideration and obligations set forth in this Agreement, subject to Court approval of this Agreement, and except for those obligations set forth in this Agreement, Bridgeland, as well as its insurers, administrators, attorneys, agents, representatives, assignees, employees, managers, members, trusts, shareholders, affiliates, alter-egos, beneficiaries, and personal representatives, and any other related persons or entities (collectively, the “**Bridgeland Releasing Parties**”) do hereby irrevocably and unconditionally release, acquit, hold harmless, and forever discharge the Plaintiff Releasing Parties from and against the Bridgeland Settled Claims, and the Bridgeland Releasing Parties shall be forever barred from prosecuting the Bridgeland Settled Claims against the Plaintiff Releasing Parties.

12. Dismissals. Upon the Court’s final approval of this Agreement, the Settled Claims shall be dismissed with prejudice. Plaintiffs, Bridgeland, and Defendants shall cooperate in filing any documents as may be necessary to accomplish such dismissals.

13. Notice. All notices required to be given under this Agreement shall be as follows:

- a. To the Plaintiffs: Roman Silberfeld  
Robins Kaplan LLP  
2121 Avenue of the Stars, Suite 2800  
Los Angeles, California 90067  
RSilberfeld@RobinsKaplan.com

*With copy to:*  
Mark D Rosenbaum  
Public Counsel  
610 S Ardmore Ave.  
Los Angeles, CA 90005  
mrosenbaum@publiccounsel.org

- b. To Bridgeland: Scott Wood  
Bridgeland Resources, LLC  
109 N. Post Oak Lane, Ste 230  
Houston, Texas 77024

*With copy to:*

Ernest J. Guadiana, Esq.  
Elkins Kalt Weintraub Reuben Gartside LLP  
10345 W. Olympic Boulevard  
Los Angeles, California 90064  
[EGuadiana@elkinskalt.com](mailto:EGuadiana@elkinskalt.com)

- c. To Defendants: Brad P. Rosenberg  
U.S. Department of Justice  
Civil Division, Federal Programs Branch  
1100 L Street, N.W.  
Washington, DC 20005  
[brad.rosenberg@usdoj.gov](mailto:brad.rosenberg@usdoj.gov)

14. Release Made Without Reliance on Other Parties.

- a. The parties to this Agreement acknowledge that in making this Agreement it is understood and agreed that the parties, and each of them individually, rely solely upon their own judgment (or that of their attorneys, experts, and/or advisors), belief, and knowledge of the nature, extent, and duration of said claims, rights, injuries, and/or damages, and that they have not been influenced to any extent whatsoever in executing or making this Agreement by any representations or statements regarding said claims, rights, injuries, and/or damages, or any other matter, made by the persons, firms, or corporations constituting those other individuals or by any person or persons representing them.
- b. The parties acknowledge and agree that each party has been represented by counsel of its own choosing in the negotiation and preparation of this Agreement and/or has been afforded the opportunity to consult with such counsel; that such party has, by and through its duly authorized representatives, read this agreement; that such party has been advised by counsel or its representatives and is fully aware of the contents of this Agreement and its legal effect; that such party assumes the risk of any mistake of fact or law with regard to any aspect of this Agreement, the claims waived and released by this Agreement and any rights released by this Agreement; that the paragraphs of this Agreement recite the sole consideration for this Agreement; that all Agreements, expectations, and understandings among the parties are embodied and expressed herein and that such party enters into this Agreement freely, without coercion and based upon its own judgment and not in reliance upon any representations or promises made by the parties, other than those contained herein.

15. Time of the Essence. Time is of the essence with respect to any act, performance, or payment under this Agreement.

16. Warranties and Representations. Each party to this Agreement hereby warrants

and represents, as of the Execution Date, that: (i) that party has had the opportunity to review and discuss this Agreement; (ii) that party is aware that the Agreement affects significant legal rights of the parties; (iii) that party has full capacity, right, power and authority to execute, deliver, and perform this Agreement; (iv) this Agreement are being executed solely in reliance on each party's own respective judgment, belief, and knowledge of the matters set forth here and on the advice of such party's respective attorneys following an independent investigation of all relevant matters to the extent he or it deem necessary and reasonable; and (v) none of the parties has made, or is relying on, any representations or warranties except as set forth herein.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors in interest and assigns.

18. Further Assurances. Bridgeland, Plaintiffs, and Defendants agree to execute any additional documents and take any further actions which reasonably may be required of them or their respective counsel in order to consummate this Agreement or otherwise to fulfill the intent of the parties hereunder.

19. Entire Agreement. This Agreement, including the attached exhibits, constitutes an integration of the entire understanding and agreement of the parties with respect to the settlement set forth in this Agreement. By executing this Agreement, the parties represent to one another that they have not relied upon any other representation, promise, or condition not specifically contained in or disclosed by this Agreement.

20. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument as and when signed by each of the parties. A copy of a party's signature on this Agreement shall be acceptable in any action against that party to enforce this Agreement. Facsimile or electronic copies of this Agreement shall be deemed for all purposes to have the same force and effect as the original hereof. A facsimile or image scan of a signature shall be binding against the party whose signature appears on the facsimile or image scan, provided such facsimile or image scan is delivered by the party whose signature appears on the facsimile or image scan. The parties expressly agree that this Agreement may be executed via electronic signatures, including but not limited to electronic signatures effectuated via DocuSign or PDF, and such electronic signatures are binding and have the same force and effect as wet signatures.

21. Governing Law. This Agreement shall be construed under the law of the United States, and the State of California where not inconsistent with U.S. law.

22. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

23. Waiver. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver of any provision of this Agreement shall be binding on the parties hereto unless it is executed in writing by the party making the waiver.

24. Captions. Captions and paragraph headings used herein are for convenience only and shall not be deemed relevant in construing this Agreement.

25. Survival of Provisions. All promises, covenants, releases, representations, and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.

26. Enforceability. The parties agree that this Agreement is fully binding and enforceable. If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator, or government agency of competent jurisdiction, the parties agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.


27. Modifications. No modification, amendment, or waiver of any of the provisions contained in this Agreement, or any future representations, promises, or conditions in connection with the subject matter of this Agreement, shall be binding upon any party to this Agreement unless made in writing and signed by the parties.

28. Agreement Drafted by All Parties. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys and advisors. Neither this Agreement nor any provisions thereof shall be deemed prepared or drafted by any one party or another, or their attorneys or advisors, and shall not be construed more strongly against any party.

SIGNATURES FOLLOW ON NEXT PAGE

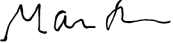
DATED: August 13, 2024

BROWN GOLDSTEIN & LEVY, LLP

DocuSigned by:  
By:   
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EVE HILL  
*Counsel for Plaintiffs, the Class, and the Subclass*

DATED: August 13, 2024

PUBLIC COUNSEL LAW CENTER

DocuSigned by:  
By:   
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MARK ROSENBAUM  
*Counsel for Plaintiffs, the Class, and the Subclass*

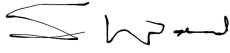
DATED: August 13, 2024

ROBINS KAPLAN LLP

DocuSigned by:  
By:   
827348B523E94E4...  
ROMAN M. SILBERFELD  
*Counsel for Plaintiffs, the Class, and the Subclass*

DATED: August 13, 2024

BRIDGELAND RESOURCES, LLC

DocuSigned by:  
By:   
D3D631957B8843F...  
SCOTT WOOD  
President, Bridgeland Resources, LLC



DATED: August 13, 2024

ELKINS KALT WEINTRAUB REUBEN GARTSIDE  
LLP

DocuSigned by:  
By: Ernest J. Guadiana  
41E73806C37144E...  
ERNEST J. GUADIANA  
*Counsel for Intervenor Bridgeland Resources, LLC*

DATED: August 13, 2024

U.S. DEPARTMENT OF JUSTICE

Signed by:  
By: Brad P. Rosenberg (Signed 8-14-2024)  
1E145B22ACDE476  
BRAD P. ROSENBERG  
*Counsel for Federal Defendants Denis Richard McDonough, in his official capacity as Secretary of Veterans Affairs, Adrienne Todman, in her official capacity as Acting Secretary of Housing and Urban Development, Robert Merchant, in his official capacity as Director, VA Greater Los Angeles Healthcare System, and Keith Harris, in his official capacity as Senior Executive Homelessness Agent, VA Greater Los Angeles Healthcare System (collectively, the Defendants)*

Exhibit 1

(Conditional Quitclaim Deed)

RECORDING REQUESTED BY  
REQUESTED BY and  
WHEN RECORDED MAIL TO

BRIDGELAND RESOURCES, LLC  
109 N. POST OAK LANE, SUITE 230  
HOUSTON, TX 77024  
ATTN: LAND DEPARTMENT

(SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER’S USE)

**“This is a conveyance of an easement and the consideration and value is less than \$100.00, R & T 11911.”**

**CONDITIONAL QUITCLAIM DEED**

THIS CONDITIONAL QUITCLAIM DEED (this “**Deed**”) is made as of \_\_\_\_\_, 2024 (the “**Effective Date**”), by **BRIDGELAND RESOURCES, LLC**, a Delaware limited liability company (“**Bridgeland**”), as successor in interest to BREITBURN OPERATING LP, a Delaware limited partnership (“**BreitBurn**”), to the U.S. DEPARTMENT OF VETERANS AFFAIRS (“**VA**”, and referred together with Bridgeland as the “**Parties**”).

**Recitals**

A. VA is the surface owner of the West Los Angeles VA Campus (the “**WLA Grounds**”).

B. Bridgeland operates wells and associated infrastructure on a portion of the WLA Grounds (the “**Bridgeland Drillsite**”) pursuant to the “Offer to Lease for Oil and Gas Noncompetitive Acquired Lands Lease,” with the United States of America, as lessor, and Tom Dowlen, as lessee, Serial No. 0138800, dated February 21, 1956, and entered into by the United States on November 1, 1963 (the “**1956 BLM Lease**”), which authorizes Bridgeland’s use of the Bridgeland Drillsite. The Bridgeland Drillsite is delineated by a chain link fence on the southern border.

C. Among other equipment, the Bridgeland Drillsite contains a flare near the southwest corner of the Bridgeland Drillsite (the “**Flare**”), which is identified as South Coast Air Quality Management District Facility No. 195338.

D. As surface owner of the WLA Grounds, VA is the surface owner of those certain lands identified as the “Replacement Drill Site” (as that term is defined in the *Amendment, Partial Surrender of Surface Rights and Ratification of Protective Oil and Gas Lease*, recorded on January 10, 2017, as Document No. 20170033917 in the Official Records of Los Angeles County, California (the “**2016 Partial Surrender**”) (the “**Replacement Drillsite**”).

E. On December 23, 2016, BreitBurn, the VA, and the United States of America through the Bureau of Land Management entered into the 2016 Partial Surrender.

F. The 2016 Partial Surrender granted to BreitBurn certain surface rights to utilize the Replacement Drillsite for oil and gas operations.

G. Through that certain *Assignment*, recorded on June 29, 2021, as Document No. 20211018629 in the Official Records of Los Angeles County, California, BreitBurn assigned to Bridgeland its interest in the 2016 Partial Surrender, including the right to utilize the Replacement Drillsite for oil and gas operations.

H. On November 15, 2022, Plaintiffs Jeffrey Powers, Deavin Sessom, Laurieann Wright, Joseph Fields, Lavon Johnson, Joshua Robert Petitt, and National Veterans Foundation (“**Plaintiffs**”) filed *Jeffrey Powers et al. v. Denis Richard McDonough et al.*, Case No. 2:22-cv-08357 (United States District Court, Central District of California) (the “**Action**”) against Denis Richard McDonough, in his official capacity as Secretary of Veterans Affairs, Adrienne Todman, in her official capacity as Acting Secretary of Housing and Urban Development, Robert Merchant, in his official capacity as Director, VA Greater Los Angeles Healthcare System, and Keith Harris, in his official capacity as Senior Executive Homelessness Agent, VA Greater Los Angeles Healthcare System (collectively, the “**Defendants**”).

I. On April 1, 2024, Plaintiffs filed a motion for class certification (the “**Class Certification Motion**”), which sought certification of a class of “[a]ll homeless veterans with Serious Mental Illness or Traumatic Brain Injuries, who reside in Los Angeles County” (the “**Class**”) and a subclass of “[a]ll Class Members whose income (including veterans disability benefits) exceeds 50% of the Area Median Income” (the “**Subclass**”).

J. On April 5, 2024, Bridgeland was permitted to intervene in the Action.

K. On May 3, 2024, the Court granted the Class Certification Motion, certified the Class and Subclass, and named Plaintiffs as the representatives of the Class and Subclass.

L. Pursuant and subject to an agreement between Plaintiffs and Bridgeland to settle their respective claims concerning the Bridgeland’s oil and gas operations on the WLA Grounds, Bridgeland seeks to provide the VA with land on the WLA Campus to allow for the supportive housing for veterans sought by the Plaintiffs through the Action.

### **Conditional Quitclaim**

NOW, THEREFORE, Bridgeland does hereby conditionally surrender and quitclaim to the VA any and all rights, title, and interest which Bridgeland may have or claim to have in the portion of the Replacement Drillsite that lays outside the bounds of the Bridgeland Drillsite, which lands are legally described in Exhibit A and depicted in Exhibit B, that were obtained through the 2016 Partial Surrender, subject to the following conditions and obligations:

1. Bridgeland’s rights in the Replacement Drillsite shall only be surrendered and quitclaimed to the extent that the Replacement Drillsite is used to construct supportive housing for veterans or is utilized by the VA for another purpose to allow additional land on the WLA Grounds to be utilized for supportive housing for veterans.

2. To the extent that federal, state or local rules or regulations applicable to a proposed supportive housing development for veterans on the Replacement Drillsite require the relocation

of the Flare, then Bridgeland, or the successor to the lessee's interest in the 1956 BLM Lease, shall take good faith actions to relocate the flare at its sole cost.

The Exhibits to this Deed are hereby incorporated by reference and constitute a part of this Deed.

This Deed shall extend to, be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

*[Signature on following page]*

IN WITNESS WHEREOF, this Deed has been executed as of the Effective Date.

**BRIDGELAND RESOURCES, LLC**

By: \_\_\_\_\_

Name: Scott Wood

Its: President

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF REPLACEMENT DRILLSITE**

A PARCEL OF LAND SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING WITHIN AND BEING A PORTION OF THE UNITED STATES VETERAN'S ADMINISTRATION LANDS AS SHOWN ON THE MAP OF THAT PORTION OF THE RANCHO SAN VICENTE AND SANTA MONICA KNOWN AS THE VILLA FARMS, RECORDED IN BOOK 70, PAGE 54 ET SEQ. OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 405 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF CONSTITUTION AVENUE (60' R/W) AS SHOWN ON THE RECORD OF SURVEY OF STATE ROUTE 405 RECORDED IN BOOK 237, PAGES 41 THROUGH 70, INCLUSIVE, OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND IDENTIFIED BY SAID RECORD OF SURVEY AS THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED AS UNIT 111 PER DEED BOOK 48033, PAGES 392 THROUGH 409 AND IN THE DEED OF CORRECTION PER BOOK 3633, PAGES 681 THROUGH 691, OF SAID OFFICIAL RECORDS: THENCE SOUTH 54°39'55" WEST ALONG SAID SOUTHERLY RIGHT OF-WAY LINE OF CONSTITUTION AVENUE 20.03 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE "LICENSE TO OPERATE FREEWAY" PARCEL NO. 79711-1 SHOWN ON THE CALTRANS SR 11-287 SURVEY REPORT DATED DECEMBER 14, 2011; THENCE SOUTH 32° 07' 43" EAST ALONG SAID WESTERLY LINE, 379.78 FEET; THENCE SOUTH 25°43'33" EAST ALONG SAID WESTERLY LINE, 58.15 FEET TO THE TRUE POINT OF BEGINNING AT THE INTERSECTION WITH THE SOUTHERLY LINE OF A PARCEL OF LAND DESIGNATED AS A DRILLSITE PURSUANT TO A LEASE ISSUED TO TOM H. DOWLEN ON OCTOBER 18, 1963 AND ASSIGNED TO GULF OIL CORPORATION OF CALIFORNIA ON JANUARY 24, 1964 SAID PARCEL ORIGINALLY OPERATED BY OCCIDENTAL PETROLEUM CORPORATION AND CURRENTLY OPERATED BY BRIDGELAND RESOURCES, LLC; THENCE CONTINUE SOUTH 25°43'33" EAST ALONG SAID WESTERLY LINE, 117.94 FEET; THENCE LEAVING SAID WESTERLY LINE OF THE "LICENSE TO OPERATE FREEWAY" PARCEL NO. 79711-1, SOUTH 46°48'39" WEST, 317.94 FEET; THENCE NORTH 44°15'12" WEST, 69.34 FEET; THENCE NORTH 11°30'44" EAST, 31.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 263.00 FEET AND A CENTRAL ANGLE OF 18°05'24"; THENCE NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 83.04 FEET; THENCE LEAVING SAID CURVE ON A NON-TANGENTIAL LINE NORTH 49°15'41" EAST, 60.60 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID DRILL SITE CURRENTLY OPERATED BY BREITBURN ENERGY; THENCE SOUTH 43°36'35" EAST ALONG SAID WESTERLY LINE, 30.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID DRILL SITE; THENCE NORTH 46°48'39" EAST ALONG THE SOUTHERLY LINE OF SAID DRILL SITE, 209.34 FEET TO THE SAID POINT OF BEGINNING.

**BUT EXCLUDING** THE PARCEL OF LAND SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING WITHIN AND BEING A PORTION OF THE UNITED STATES VETERAN'S ADMINISTRATION LANDS AS SHOWN ON THE MAP OF THAT PORTION OF THE RANCHO SAN VICENTE AND SANTA MONICA KNOWN AS THE VILLA FARMS, RECORDED IN BOOK 70, PAGE 54 ET SEQ. OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 405 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF CONSTITUTION AVENUE (60' R/W) AS SHOWN ON THE RECORD OF SURVEY OF STATE ROUTE 405 RECORDED IN BOOK 237, PAGES 41 THROUGH 70, INCLUSIVE, OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND IDENTIFIED BY SAID RECORD OF SURVEY AS THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED AS UNIT III PER DEED BOOK 48033, PAGES 392 THROUGH 409 AND IN THE DEED

OF CORRECTION PER BOOK 3633, PAGES 681 THROUGH 691, OF SAID OFFICIAL RECORDS; THENCE SOUTH 54°39'55" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CONSTITUTION AVENUE 20.03 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE "LICENSE TO OPERATE FREEWAY" PARCEL NO. 79711-1 SHOWN ON THE CALTRANS SR 11-287 SURVEY REPORT DATED DECEMBER 14, 2011; THENCE SOUTH 32°07'43" EAST ALONG THE WESTERLY LINE OF SAID LICENSE, 379.78 FEET; THENCE SOUTH 25°43'33" EAST ALONG SAID WESTERLY LINE, 58.15 FEET TO THE POINT OF BEGINNING AT THE INTERSECTION WITH THE SOUTHERLY LINE OF A PARCEL OF LAND DESIGNATED AS A DRILLSITE PURSUANT TO A LEASE ISSUED TO TOM H. DOWLEN ON OCTOBER 18, 1963 AND ASSIGNED TO GULF OIL CORPORATION OF CALIFORNIA ON JANUARY 24, 1964, SAID PARCEL ORIGINALLY OPERATED BY OCCIDENTAL PETROLEUM CORPORATION AND CURRENTLY OPERATED BY BRIDGELAND RESOURCES, LLC; THENCE CONTINUING ALONG SAID WESTERLY LINE,

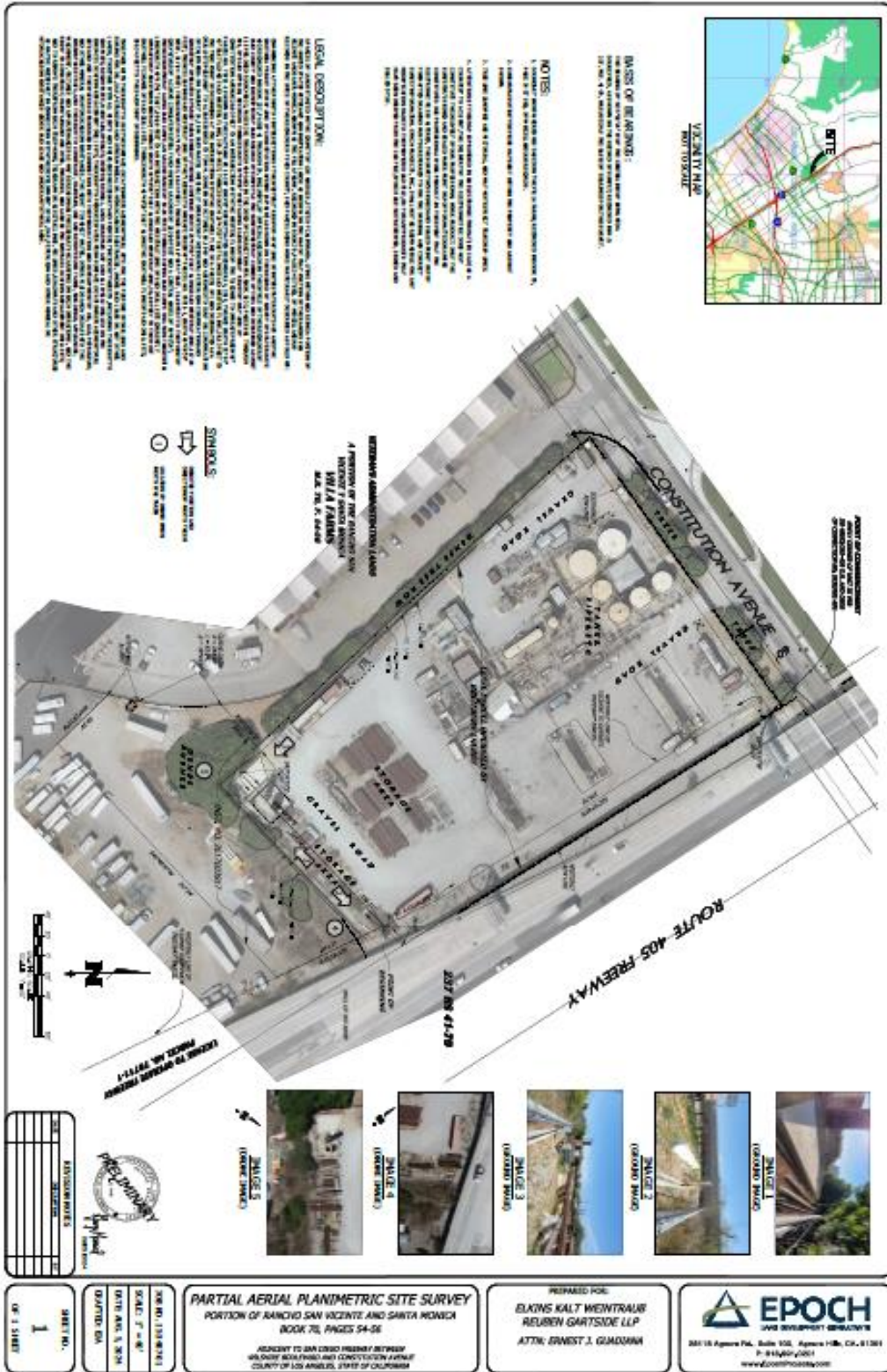
1. SOUTH 25°43'33" EAST, 30.90 FEET; THENCE LEAVING SAID WESTERLY LINE OF THE "LICENSE TO OPERATE FREEWAY" PARCEL NO. 79711-1,
2. SOUTH 55°55'44" WEST, 23.33 FEET; THENCE,
3. SOUTH 46°29'47" WEST, 184.38 FEET; THENCE,
4. NORTH 42°57'25" WEST, 57.08; THENCE,
5. NORTH 49°15'41" EAST, 6.90 FEET TO A POINT IN THE WESTERLY LINE OF SAID LEASE PARCEL CURRENTLY OPERATED BY BREITBURN ENERGY; THENCE,
6. SOUTH 43°36'35" EAST ALONG SAID WESTERLY LINE, 30.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LEASE PARCEL; THENCE,
7. NORTH 46°48'39" EAST ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL, 209.34 FEET TO THE SAID POINT OF BEGINNING.

TOGETHER WITH THE RIGHT TO USE THE SURFACE LOCATION REPLACEMENT DRILL SITE FOR THE PURPOSE OF DRILLING AND BORING FOR OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES, UNDER SAID LEASE OR ANY OTHER LANDS, TOGETHER WITH ALL RIGHTS AND PRIVILEGES NECESSARY AND PROPERLY INCIDENT THERETO, INCLUDING THE RIGHT TO COMPLETE, RECOMPLETE, MAINTAIN, OPERATE, DEEPEN, REDRILL, AND/ OR REPAIR ANY AND ALL WELLS DRILLED ON THE SURFACE LOCATION REPLACEMENT DRILL SITE, THE RIGHT TO PRODUCE WATER FROM SURFACE LOCATION REPLACEMENT DRILL SITE AND USE THE WATER SO PRODUCED IN CONNECTION WITH THE PRODUCTION AND DEVELOPMENT OF OIL, GAS, PETROLEUM, AND OTHER MINERAL OR HYDROCARBON SUBSTANCES, THE RIGHT TO INJECT WATER, OTHER FLUIDS AND/ OR GAS INTO THE SUBSURFACE STRATA, AND THE RIGHT TO CONSTRUCT, MAINTAIN, USE AND REMOVE SUCH TANKS, BUILDINGS, APPLIANCES, MACHINERY, FIXTURES AND APPURTENANCES AS MAY BE REASONABLY NECESSARY IN CARRYING ON SUCH OPERATIONS, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND USE OVER, THROUGH, AND ACROSS THE SURFACE LOCATION REPLACEMENT DRILL SITE, AND TO REMOVE THEREFROM SUCH TELEPHONE, TELEGRAPH OR ELECTRIC LINES, PIE LINES, ROADWAYS AND OTHER STRUCTURES AS MAY BE NECESSARY IN CONNECTION WITH THE DEVELOPMENT OF OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES UNDER SAID LEASE AND UNDER ANY OTHER LANDS.

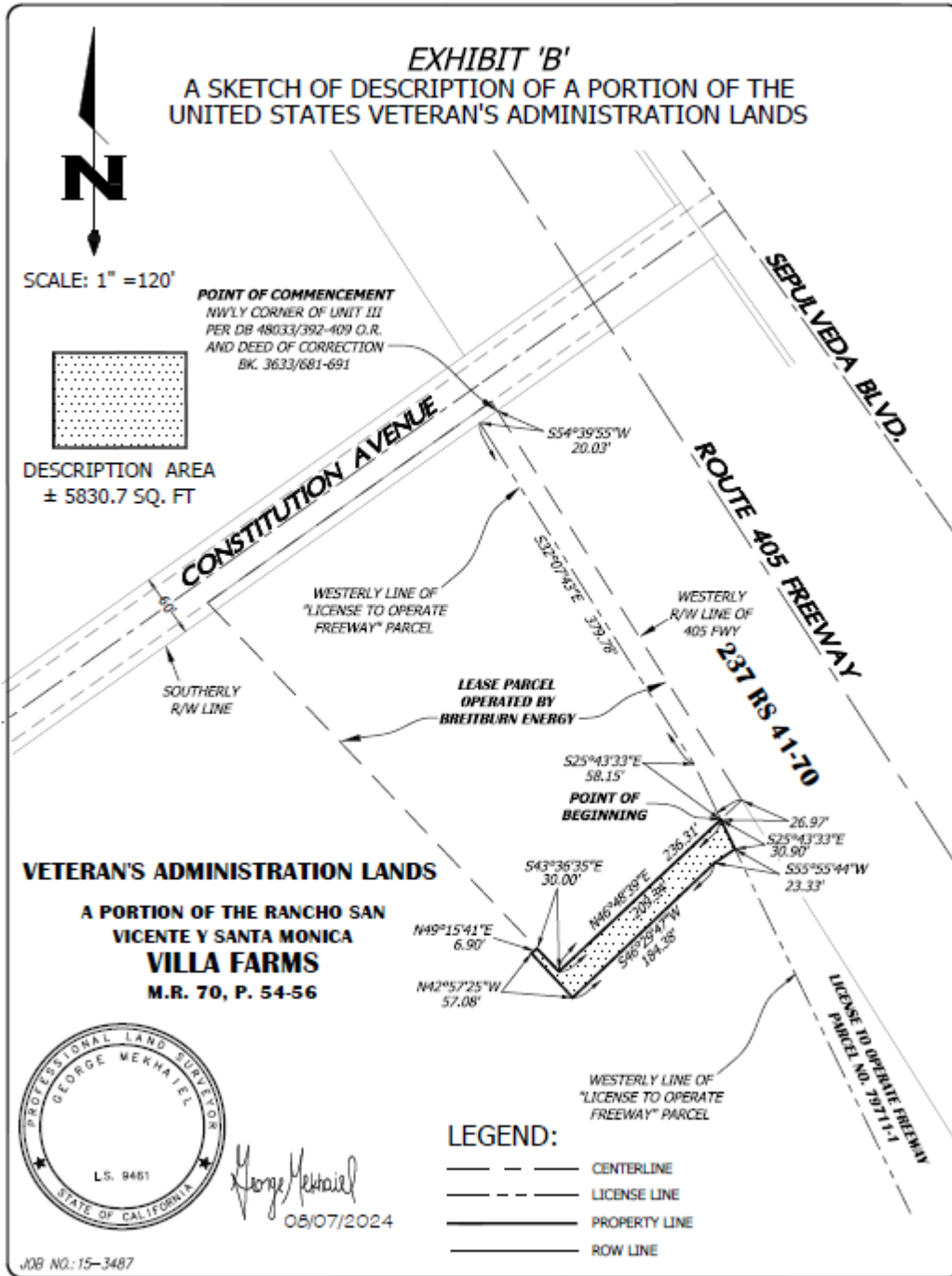


**EXHIBIT B**

**DEPICTION OF REPLACEMENT DRILLSITE**



**BUT EXCLUDING THE LAND DEPICTED BELOW**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

# **EXHIBIT B**

## **Proposed Notice to Class**

**NOTICE OF PROPOSED PARTIAL CLASS ACTION SETTLEMENT**

*Powers, et al. v. DENIS RICHARD MCDONOUGH, in his official capacity, Secretary of Veterans Affairs, et al.*

*United States District Court for the Central District of California*

Case Number 2:22-cv-08357-DOC-KS

**If you are a homeless veteran with Serious Mental Illness [SMI] or Traumatic Brain Injuries [TBI], who resides in Los Angeles County, you may be a Settlement Class Member in the Action.**

*Please read this Notice carefully. Your legal rights will be affected regardless of whether you do or do not act.*

**What is the Action about?**

Los Angeles is the homeless veterans' capital of the United States. Nearly 4,000 veterans live on the City's streets, approximately 10% of the national total. Nationwide, veterans are more likely to be unhoused than other groups. In West Los Angeles's Brentwood neighborhood, the U.S. Department of Veterans Affairs ("VA") owns a 388-acre facility that was donated almost 150 years ago for the purpose of housing veterans with disabilities. Historically, the West Los Angeles Grounds ("West LA VA Grounds") were used for its intended purpose: housing veterans. However, in the late 1960s and 70s as Vietnam War veterans returned home, residential use of the campus declined, and the VA began leasing the land to private commercial interests. The West LA VA Grounds are also home to the VA's West Los Angeles medical center, the focal point of the agency's Southern California health care system for veterans. Many types of veterans' healthcare benefits are exclusively offered at the medical center. Veterans who live far away from this facility—especially those with severe mental disabilities because of their service—find it difficult to traverse across Southern California to reach the center. Because veterans without disabilities do not face similar obstacles in obtaining care at the West LA VA, Plaintiffs allege that the lack of housing on or near the West LA VA Grounds discriminates against them because of their disabilities.

After a period for public comment, the VA created the 2016 Draft Master Plan. The plan "confirm[ed the VA's] intent to create a 21st Century campus" that would support "LA's Veteran community in the broadest sense[.]" The Government "believe[d] it [was] reasonable to include" in the framework "approximately 1,200 units of permanent housing on the" West LA VA Grounds. Seven hundred and seventy of these units were supposed to be complete by 2022.

Shortly after the VA developed the 2016 Master Plan, Congress passed the West Los Angeles Leasing Act ("Leasing Act" or "WLALA"). The law was designed to "assist VA in carrying out" the Draft Master Plan's goal to create permanent supportive housing ("PSH") on the West LA VA Grounds. Whereas the VA previously could lease property on the campus to allow third parties only to provide shelter and related services to unhoused veterans, the Leasing Act authorized the VA to enter enhanced use leases ("EULs") to provide other services. While the WLALA expanded the types of leases the VA could enter into on the West LA VA Grounds, it also reigned in the VA's practice of entering into third-party leases that were not veteran-centered. The WLALA permits the VA to enter into land use agreements with third parties only if those agreements "principally benefit veterans and their families." Under the Leasing Act, services that "principally benefit veterans and their families" are services "provided exclusively to veterans and their families" or "designed for the particular needs of veterans and their families as opposed to the general public" and when "any benefit of those services to the general public is distinct from the intended benefit to veterans and their families." Such services must also be targeted to specific purposes, including "promotion of health and wellness, including nutrition and spiritual wellness," "[e]ducation," "[v]ocational training, skills building, or other training related to employment," "[p]eer activities, socialization, or physical recreation," "[t]ransportation," and "[s]ervices in support" of such purposes. *Id.* § 2(b)(2). In this respect, the WLALA codified the 2016 Draft Master Plan's commitment regarding third-party leases.

Plaintiffs filed this action alleging, among other things, that the 1888 Deed that donated the West LA VA Grounds to the U.S. Government created a charitable trust and that the government has assumed enforceable fiduciary duties to use the land in a manner that benefits veterans. Plaintiffs also argue that the VA breached that duty when it entered into a revocable license with an oil drilling company, Breitburn, whose successor is Bridgeland Resources, LLC. This land use agreement is also the subject of Plaintiffs' Administrative Procedures Act ("APA") claim, where Plaintiffs argue that the lease is contrary to WLALA's mandate that leases on the West LA VA Grounds be veteran-focused.

The Class and Bridgeland have decided to settle the lawsuit to avoid the risks, distraction, and cost of litigation. The settlement also resolves the Class's claims with Denis Richard McDonough, in his official capacity as Secretary of Veterans Affairs, Adrienne Todman, in her official capacity as Acting Secretary of Housing and Urban Development, Robert Merchant, in his official capacity as Director, VA Greater Los Angeles Healthcare System, and Keith Harris, in his official capacity as Senior Executive Homelessness Agent, VA Greater Los Angeles Healthcare System (collectively, "Federal Defendants") as to Bridgeland's law use agreement, but has no effect on the Class's claims against Federal Defendants regarding any of their other claims.

**What relief does the Settlement provide?** Under the terms of the Settlement (Section 7), Bridgeland "shall execute and cause the recordation of the Conditional Quitclaim Deed" that grants the land referred to as the Replacement Drill Site back to the VA, which land shall be used for either permanent supportive housing, temporary supportive housing, or swing space to facilitate the construction of permanent supportive housing on the VA campus.

Additionally, under the Settlement Agreement, Bridgeland will pay a modified and increased percentage of its gross revenue from oil extracted from the use of the VA site, depending upon the price of oil, as follows:

- a. 2.5% if the price of oil is at or below \$75.00 per barrel;
- b. 3.0% if the price of oil is at or above \$75.01 and at or below \$90.00 per barrel;
- c. 3.5% if the price of oil is at or above \$90.01 but at or below \$100.00 per barrel;
- d. 4.0% if the price of oil is at or above \$100.01 but at or below \$130.00 per barrel; or
- e. 5.0% if the price of oil is at or above \$130.01 per barrel

However, instead of paying that amount to Disabled American Veterans, as was alleged to violate WLALA of 2016 by the Office of Inspector General, the royalty payments shall be distributed to an entity jointly designated by Plaintiffs and VA, and the designee shall use the proceeds to principally benefit veterans and their families pursuant to the WLALA. In the event Plaintiffs and VA are unable to jointly designate a designee, the dispute shall be resolved by the United States District Court for the Central District of California.

In consideration for this settlement, the Class is agreeing Not to Contest the legality of Bridgeland’s 2017 Amendment Extension or a Similar License and not to object to or challenge any extension to the term of the 2017 Amendment or any new license with substantially similar terms as the 2017 License.

Additionally, Bridgeland has agreed not to oppose a motion for attorney’s fees and costs that counsel for the Class intends to file when seeking final approval of the settlement in the sum of up to \$200,000, which amount will offset the amount of attorney’s fees and costs to be paid by other defendants if and when Plaintiffs and the Class are successful in the remainder of the litigation.

Your rights and options—and the deadlines to exercise them—are explained in more detail below.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                       |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>OBJECT</b>                                           | Write to the Court about why you object or do not like the Settlement and think it shouldn’t be approved.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Deadline: <b>[INSERT DATE]</b>        |
| <b>GO TO THE “FINAL APPROVAL HEARING”</b>               | <p>The Court will hold a “Final Approval Hearing” on <b>[INSERT DATE]</b> at 8:30 a.m. to consider the Settlement, and the request for attorneys’ fees and expenses of the lawyers who brought the Action (“Class Counsel”)</p> <p>If you submit a valid and timely written objection, you may, but are not required to, speak at the Final Approval Hearing about your written objection. If you intend to speak at the Final Approval Hearing, you must include your intention to do so in your written objection. Follow the procedure described above for providing your written notice to the Settlement Administrator.</p> | Hearing Date:<br><b>[INSERT DATE]</b> |
| <b>DO NOTHING</b>                                       | If you are a Class Member and do object to the settlement, you do not need to do anything. The Court will decide whether to approve or reject approval of the settlement. You will also be giving up any claims you may have against Bridgeland (and the other released parties) that are released by the Settlement of the Action.                                                                                                                                                                                                                                                                                              | No deadline                           |
|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                       |

The Court overseeing this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided by the Settlement will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. **Please be patient.**

**Why did I receive Notice?**

You received Notice of the Settlement because you may be a member of the “Settlement Class,” which includes “[a]ll homeless veterans with Serious Mental Illness [SMI] or Traumatic Brain Injuries [TBI], who reside in Los Angeles County.”

The Court overseeing the Action authorized this Notice to inform you about the Settlement and your options before the Court decides whether to grant final approval of the Settlement. To obtain more information about the Settlement, including a copy of the Settlement Agreement, click [INSERT HYPERLINK to SETTLEMENT AGREEMENT.](#)

**What is a class action?**

In a class action, the Plaintiff acts as the “class representative” and files a lawsuit individually and on behalf of other people who have similar claims. This group of people is called the “class,” and the people in the class are the “class members.” One court resolves the contested issues in the lawsuit for all class members, except for those people who exclude themselves from the class.

**Why is there a settlement?**

The Court has **not** decided whether the Plaintiffs or Bridgeland should win this Action. The Settlement is not an admission of wrongdoing by Bridgeland (or any other party), and this Notice does not mean the Court has expressed an opinion as to the merits of any claims or defenses in the Action. The parties engaged in extensive negotiations, exchanged relevant evidence, and consulted with experts. The Settlement avoids the costs, distraction, and risks of continued litigation and trial, and provides certain relief to the Class without the delay and uncertainty of trial and appeal. Prior to granting preliminary approval of the Settlement, the Court appointed Plaintiffs as Class Representatives and the lawyers who represent them as Class Counsel. The Class Representatives and their counsel believe the Settlement is in the best interests of the Settlement Class Members.

**Who is in the Settlement?**

You are a Settlement Class Member if you are or could be a homeless veterans with Serious Mental Illness [SMI] or Traumatic Brain Injuries [TBI], who resides in Los Angeles County.

**THE PROPOSED SETTLEMENT**

**Does the Settlement provide any non-monetary relief?**

Yes. the Settlement requires Bridgeland to return certain land to the VA that shall be used for either permanent supportive housing, temporary supportive housing, or swing space to facilitate the construction of permanent supportive housing on the VA campus.

**Does the Settlement provide any monetary relief?**

Yes. The Settlement requires Bridgeland to pay a royalty as a percentage of its gross revenue from its oil operations on the site, which revenue will be used in a manner that is consistent with the West Los Angeles Leasing Act of 2016 and its 2021 Amendment to principally benefit veterans and their families according to the following schedule, and depending upon the price of oil:

- a. 2.5% if the price of oil is at or below \$75.00 per barrel;
- b. 3.0% if the price of oil is at or above \$75.01 and at or below \$90.00 per barrel;
- c. 3.5% if the price of oil is at or above \$90.01 but at or below \$100.00 per barrel;
- d. 4.0% if the price of oil is at or above \$100.01 but at or below \$130.00 per barrel; or
- e. 5.0% if the price of oil is at or above \$130.01 per barrel

**What monetary relief does the Settlement provide to the Settlement Class Members?**

None. The Settlement does not provide for any payments to Settlement Class Members.

**Will the Class Representatives receive any compensation for his efforts in bringing this Action?**

No.

**THE LAWYERS REPRESENTING YOU**

**Do I have a lawyer in this case?**

The Court has appointed Public Counsel Law Center, Inner City Law Center, Brown Goldstein & Levy, LLP and Robins Kaplan LLP (“Class Counsel”) to represent the interests of all Settlement Class Members. Class Counsel’s contact information is as follows:

MARK D. ROSENBAUM,  
mrosenbaum@publiccounsel.org  
KATHRYN A. EIDMANN,  
keidmann@publiccounsel.org  
AMANDA K. PERTUSATI  
apertusati@publiccounsel.org  
AMANDA MANGASER SAVAGE  
asavage@publiccounsel.org  
AMELIA PIAZZA  
apiazza@publiccounsel.org  
YI LI  
yli@publiccounsel.org  
PUBLIC COUNSEL LAW CENTER  
610 S. Ardmore Avenue  
Los Angeles, California 90005  
Telephone: (213) 385-2977  
Facsimile: (213) 385-9089

EVE L. HILL  
EHill@browngold.com  
JAMIE STRAWBRIDGE  
JStrawbridge@browngold.com  
BROWN GOLDSTEIN & LEVY, LLP  
120 E. Baltimore St., Suite 2500  
Baltimore, Maryland 21202  
Telephone: (410) 962-1030  
Facsimile: (401) 385-0869

ROMAN M. SILBERFELD  
RSilberfeld@RobinsKaplan.com  
DAVID MARTINEZ  
dmartinez@robinskaplan.com  
TOMMY H. DU  
TDu@RobinsKaplan.com  
ROBINS KAPLAN LLP

2121 Avenue of the Stars, Suite 2800  
Los Angeles, California 90067  
Telephone: (310) 552-0130  
Facsimile: (310) 229-5800

T.E. GLENN  
TGlenn@innercitylaw.org  
AMANDA POWELL  
APowell@innercitylaw.org  
CHARLES KOHORST  
CKohorst@innercitylaw.org  
INNER CITY LAW CENTER  
1309 East Seventh Street  
Los Angeles, CA 90021  
Telephone: (213) 891-2880  
Facsimile: (213) 891-2888

If you want to be represented by your own lawyer, you may hire one at your own expense.

#### How will Class Counsel be paid?

As part of the Settlement, Bridgeland has agreed to pay up to \$200,000 to reimburse Plaintiffs' Counsel for the attorneys' fees and costs incurred to date in the case. The Court will make the final decision as to the amounts to be paid to Class Counsel.

#### RELEASE OF CLAIMS

#### What do Settlement Class Members give up to obtain relief under the Settlement?

If the Court grants final approval of the Settlement, all Settlement Class Members, on behalf of themselves and their insurers, administrators, attorneys, agents, representatives, assignees, employees, managers, members, trusts, shareholders, affiliates, alter-egos, beneficiaries, and personal representatives, and any other related persons or entities (the "Releasing Parties"), release and forever discharge Bridgeland, Defendants, the United States of America, the U.S. Department of Veterans Affairs, and the U.S. Bureau of Land Management and their respective insurers, administrators, attorneys, agents, representatives, assignees, employees, managers, members, trusts, shareholders, affiliates, alter-egos, beneficiaries, personal representatives, and any other related persons or entities (collectively, the "**Bridgeland and Defendants Released Parties**"), from and against the Plaintiffs' Settled Claims (as defined in the Settlement Agreement), and the Plaintiff Releasing Parties shall be forever barred from prosecuting the Plaintiffs' Settled Claims against the Bridgeland and Defendants Released Parties.

#### HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

#### How do Settlement Class Members exclude themselves from the Settlement?

Because this is a settlement that was certified as a class action under Federal Rule of Civil Procedure 23(b)(2) and provides only for injunctive relief to the Class Members, you may not exclude yourself from this settlement.

#### HOW TO OBJECT TO THE SETTLEMENT

#### How do I tell the Court that I do not like the Settlement?

The Court will hold a Final Approval Hearing to determine whether the Settlement is fair, reasonable, and adequate, and also to consider Class Counsel's request for an award of attorneys' fees and costs.

If you wish to object to the Settlement, or the award of attorneys' fees or expenses, you must submit a written objection to the Court postmarked no later than **[INSERT DATE]**.

Settlement Class Members who wish to object to the Settlement or appear at the Final Approval Hearing must submit a detailed written statement to the Court no later than **[INSERT DATE]** stating the objection(s) in detail and the specific aspect(s) of the Settlement being challenged; the specific reason(s), if any, for each such objection, and including any evidence and legal authority supporting the Settlement Class Member's objection. That written statement shall clearly identify the case name and number, and contain and/or attach: (i) the Settlement Class Member's printed name; (ii) evidence showing that the objector is a Settlement Class Member; (iii) a detailed statement of the objection and any other supporting papers, materials, or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection; (iv) the actual written signature of the Settlement Class Member making the objection; and (v)



a statement indicating whether the objecting Settlement Class Member and/or his or her counsel intend to appear at the Final Approval Hearing. A Settlement Class Member may object on his or her own behalf or through an attorney; provided, however, that even if represented by an attorney the objector must individually sign any written objection, and all attorneys who are involved in any way in asserting the objection must be listed on the objection.

You are not required to appear at the Final Approval Hearing. But if you file and mail a timely objection that complies with the above paragraph, you may appear at the Final Approval Hearing either in person or through an attorney of your own choice hired at your expense to object to the fairness, reasonableness, or adequacy of the Settlement, the award of attorneys' fees, expenses, and costs, or the service award to the Plaintiff.

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.**

A Settlement Class Member who objects can withdraw their objection before commencement of the Final Approval Hearing by submitting a signed written request or email containing an electronic signature with the Court and/or to the Settlement Administrator stating their desire to withdraw their objection. Settlement Class Members shall be responsible for their own attorneys' fees, costs, and/or expenses related to any objections they make to the Settlement or related to any appeal they pursue, unless otherwise ordered by the Court.

## FINAL APPROVAL HEARING

### What is the Final Approval Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel. If there are objections, the Court will consider them.

### When and where is the Final Approval Hearing?

The Final Approval Hearing is scheduled to take place at the United States District Court for the Central District of California, Courtroom 1, located at 350 W 1st Street, Suite 4311 Los Angeles, CA 90012-4565, before the Honorable David O. Carter, at [TIME] a.m. on [DATE]. The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Notice. Please check the Daily Calendar at <https://www.cacd.uscourts.gov/honorable-david-o-carter> and the Settlement webpage at [SITE] for any updates about the date and time for the Final Approval Hearing. If the date or time of the Final Approval Hearing changes, an update to the Notice page will be the only way you will be informed of the change.

If the Court approves the Settlement and enters a Final Approval Order and Judgment, the Final Approval Order and Judgment will be posted to the Settlement Website, [SITE].

### May I speak at the hearing?

At the hearing the Court will be available to hear objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to. As described above, you may speak at the Final Approval Hearing **only if** you have timely submitted a written objection to the Settlement Administrator in which you specifically state that you intend to appear and speak at the Final Approval Hearing. If you have requested exclusion from the Settlement, you may not speak at the Final Approval Hearing because the Settlement no longer affects you.

## GETTING MORE INFORMATION & UPDATING INFORMATION

### How do I get more information?

Complete details, including the Settlement Agreement (which defines capitalized terms used in this Notice and provides a summary of what has happened in the Action), the Court's preliminary approval order, and the operative complaint and Bridgeland's complaint-in-intervention filed in the Action, are available at [SITE] or by clicking HERE [SITE].

Alternatively, you may contact Class Counsel whose contact information is listed above.

The above description of the Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file for the Action, you should access the case docket at <https://www.cacd.uscourts.gov/e-filing/nextgen-cmccf>, or visit or call the Clerk's office at the United States District Court for the Central District of California located at 350 W 1st Street, Suite 4311 Los Angeles, CA 90012-4565. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO BRIDGELAND, THE CLERK OF THE COURT, OR THE JUDGE.**

By: Order of the United States District Court for  
the Central District of California

\_\_\_\_\_  
HONORABLE David O. Carter  
JUDGE OF THE UNITED STATES  
DISTRICT COURT FOR THE  
CENTRAL DISTRICT OF  
CALIFORNIA

# **EXHIBIT C**

## **Veteran Advocacy Organizations Active in LA**

**EXHIBIT C**

**Veteran Advocacy Organizations Active in LA**

1. Veteran Peer Access Network (VPAN) (LA county DMH)  
13400 Riverside Drive #100  
Sherman Oaks, CA 91423
2. LAFLA (Veterans Justice Center)  
1550 W 8th St,  
Los Angeles, CA 90017
3. USC Military & Veterans Initiatives  
3518 Trousdale Parkway, VKC 371  
Los Angeles, CA 90089
4. Community Veteran Justice Project  
Bob Hope Patriotic Hall  
1816 S. Figueroa St. Floor 2  
Los Angeles, CA 90015
5. Village for Vets  
P.O. Box 491971  
Los Angeles, CA 90049
6. New Directions for Veterans  
P.O. Box 25536  
11420 Santa Monica Blvd.  
Los Angeles, CA 90025
7. Public Law Center  
601 Civic Center Drive West  
Santa Ana, CA 92701-4002
8. LACBA Veterans Legal Services Project  
Los Angeles County Bar Association  
P.O. Box 55020  
Los Angeles, CA 90055-2020

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9. Mental Health American of Los Angeles  
3633 East Broadway,  
Long Beach, California, 90803
10. St. Josephs Center  
11301 Wilshire Blvd  
Los Angeles CA 90073
11. Salvation Army Southern California Division  
16941 Keegan Avenue  
Carson, CA 90746
12. PATH Los Angeles  
340 North Madison Avenue  
Los Angeles, CA 90004
13. Swords to Plowshares  
401 Van Ness Avenue, Suite 313  
San Francisco, CA 94102
14. Volunteers of American Los Angeles  
3600 Wilshire Blvd, Suite 1500  
Los Angeles, CA 90010
15. California Department of Veterans Affairs (CalVet)  
Physical Address: 1227 O Street, Sacramento, CA 95814  
Mailing Address: P.O. Box 942895, Sacramento, CA 94295
16. Disabled American Veterans (VSO around LA county)  
PO Box 14301  
Cincinnati, OH 45250-0301
17. Vietnam Veterans of America (multiple chapters in LA)  
8719 Colesville Rd., Suite 100  
Silver Spring, Maryland 20910
18. Partners For Justice LA (LA public defender's office)  
244 Fifth Avenue, Suite R277  
New York, NY 10001

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19. Disabled American Veterans Department of California  
13733 Rosecrans Ave.  
Santa Fe Springs, CA 90670