

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

| | | |
|--------------------------|---|-------------------------------|
| JEFFREY POWERS, ET AL, |) | CASE NO: 2:22-cv-08357-DOC-KS |
| |) | |
| Plaintiffs, |) | CIVIL |
| |) | |
| vs. |) | Los Angeles, California |
| |) | |
| DENIS RICHARD MCDONOUGH, |) | Friday, October 4, 2024 |
| ET AL, |) | |
| |) | (1:42 p.m. to 4:07 p.m.) |
| Defendants. |) | |

HEARING ON INJUNCTIVE RELIEF

BEFORE THE HONORABLE DAVID O. CARTER,
UNITED STATES DISTRICT JUDGE

APPEARANCES: SEE PAGE 2

Court Reporter: Recorded; CourtSmart

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Also present:

JOHN KUHN, VA
CHELSEA BLACK, VA
ANDREW STRAIN, VA
STEVEN SNORTLAND, VA
ROB MERCHANT, VA
SKIP MILLER
RAYMOND CARDOZO
STEVE SOBOROFF
RANDY JOHNSON

1 Los Angeles, CA; Friday, October 4, 2024; 1:42 p.m.

2 --oOo--

3 **THE COURT:** Let's call the matter of Jeffrey Powers,
4 versus Dennis Richard McDonough to order. It's 22-08357.
5 Because we're on CourtSmart, counsel, if you'd be kind enough
6 just to identify who's present in court today.

7 **MR. SILBERFELD:** Good afternoon, Your Honor, Roman
8 Silberfeld for the plaintiffs.

9 **MR. ROSENBAUM:** Good afternoon, Mark Rosenbaum on
10 behalf of plaintiffs.

11 **MS. PIAZZA:** Amelia Piazza on behalf of plaintiffs.

12 **THE COURT:** Good morning.

13 **MR. ROSENBERG:** Good morning, Your Honor, Brad
14 Rosenberg from the Department of Justice on behalf of the
15 federal defendants.

16 **THE COURT:** Okay.

17 **MR. KNAPP:** Good afternoon, Cody Knapp for the
18 federal defendants.

19 **THE COURT:** Hi, how are you doing?

20 **MR. GUADIANA:** Good afternoon, Ernest Guadiana on
21 behalf of intervenor Bridgeland Resources.

22 **MR. MCCORMICK:** Good afternoon, Sean McCormick also
23 on behalf of intervenor Bridgeland Resources.

24 **MS. BLACK:** Chelsea Black, VA.

25 **MR. STRAIN:** Andrew Strain, VA.

1 **MR. SNORTLAND:** Steven Snortland, VA.

2 **MR. MERCHANT:** Rob Merchant, VA. And we also have
3 John Kuhn here from VA.

4 **THE COURT:** All right. Thank you. Thank you very
5 much.

6 **MR. MILLER:** Good afternoon, Your Honor, Skip Miller
7 appearing specially for Brentwood School and my colleague --

8 **THE COURT:** I see. I've been in contact with John
9 Hueston and he represented that the parties have not only been
10 working very hard, but he believes that there's a very good
11 result that you're going to report to the Court today.

12 Now, I haven't seen that form, but the last
13 communication was early this morning New York time and later
14 today. But I haven't seen anything yet. So I would just
15 request that we go through, if you have an agreement, the
16 motion part without waiving any appellate rights. Okay?

17 Have you had time to look and participate in this
18 process, not that you're going to acquiesce or not, I think you
19 have to go back to DOJ and get higher authority and I
20 understand that. But has he had time to at least be aware of
21 what's occurring?

22 **MR. SILBERFELD:** The answer is we were provided with
23 a term sheet which we then provided to our colleagues at VA.

24 **THE COURT:** Okay.

25 **MR. SILBERFELD:** They have spent the last day or so

1 evaluating that term sheet. And earlier today within the last
2 couple of hours we provided some initial preliminary feedback
3 from VA to plaintiffs and counsel for the Brentwood School.

4 I have not had an opportunity to speak with them yet.

5 **THE COURT:** Would you just walk over before we start
6 because I have no idea what I'm about to hear. I don't know if
7 they've adopted or considered it, just so have that conference
8 now before we start this product.

9 That means just get up and move towards each other
10 and talk for a moment. That doesn't mean you have to agree, I
11 just don't want a lot of surprises.

12 Are any folks here, Steve Peck or the 1886? No,
13 okay.

14 **(Pause)**

15 **THE COURT:** And, Craig, at any time if you want to go
16 over and join them, just like you're -- you might as well,
17 because John and you have been intervening, so might as well,
18 sort it out.

19 **(Pause)**

20 **THE COURT:** Okay. Counsel, Mr. Miller, are you
21 comfortable going through the sheet?

22 **MR. MILLER:** Yes.

23 **THE COURT:** Okay. Let's do that.

24 **MR. MILLER:** I mean, we went through the sheet
25 yesterday --

1 **THE COURT:** But I haven't seen it. I have no idea
2 what you're doing, other than a positive report back.

3 **MR. MILLER:** We went through the term sheet yesterday
4 with Your Honor word-by-word.

5 **UNIDENTIFIED:** Wednesday.

6 **MR. MILLER:** Wednesday, pardon me. Yesterday was
7 Rosh Hashanah. We went through the term sheet Wednesday word-
8 by-word --

9 **THE COURT:** But --

10 **MR. MILLER:** -- there was a suggestion made yesterday
11 on just the financial component, remember it was -- I think it
12 was 2 million up front for the chapel and then a pay out over
13 time. That's now been compacted to 3 million up front on
14 signing and 2 million in a year. That's the only change in the
15 term sheet that we went through word-by-word on Wednesday.

16 Everything else -- we'll change the language as we
17 discussed with Your Honor. Everything else has been agreed to
18 between the plaintiffs and Brentwood School. And we are
19 diligently working, Mr. Sandler and Mr. Silberfeld are
20 diligently working on a long form and we'll have it in hand
21 Monday or Tuesday. I mean, they're going to work over the
22 weekend on it.

23 **THE COURT:** Okay. So this will be a shared
24 facilities agreement?

25 **MR. MILLER:** Yes.

1 **UNIDENTIFIED:** Yes.

2 **THE COURT:** All right. That's the first thing.

3 Number two, this will be the \$5 million but over two
4 years, correct?

5 **MR. MILLER:** Correct.

6 **THE COURT:** And that will be 3 million the first
7 year, 2 million the second year.

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

9 **THE COURT:** And therefore we're not having to deal
10 with a seven year period of time that's a payout.

11 **MR. MILLER:** Correct, yes.

12 **THE COURT:** So you can reword that into a shared
13 facilities agreement then. Okay?

14 Now, are you comfortable going forward because I
15 don't want to surprise you, I don't want you to be surprised by
16 the Court. I think you've made progress quite frankly from the
17 little I know, but I only know this morning the last portion of
18 that when the special master said that this had been accepted
19 by Brentwood.

20 Is there anything else that you care or want to put
21 on the record because I don't want to surprise you or waste
22 your time in anyway? And I think you need a final long form to
23 go back to look at it and I don't know what you've suggested
24 today, Brad, I don't know if that's acceptable or not. I have
25 no idea, so.

1 It's kind of up to you how we're spending our time
2 and when we're coming back, because I intend to remain in
3 session until we have a yes or no and get this signed off.

4 **MR. MILLER:** We're in sync --

5 **THE COURT:** I know you're working this weekend, I
6 just --

7 **MR. MILLER:** Yeah.

8 **THE COURT:** Do I reconvene Tuesday? In other words,
9 I'm going to get something going back to DOJ if it's acceptable
10 and we're going to be here until DOJ, you know, signs off or
11 doesn't or objects. And so I'm not trying to inconvenience you
12 folks, but we're in continuous session until we resolve this.

13 **MR. MILLER:** They're conferring now, because they're
14 doing the long form, I'm not.

15 **THE COURT:** Okay. Go talk to them. I'm trying not
16 to inconvenience you. But by the way, everything I've heard
17 and it's just this much, has been very positive from the
18 special master. So I have no doubt you've been working hard, I
19 just don't want to surprise you in any way. That's not fair to
20 you, okay?

21 **MR. MILLER:** We are in sync, Your Honor, on all
22 material deal points between Brentwood School and the
23 plaintiffs.

24 **THE COURT:** Okay. How about the VA?

25 **MR. MILLER:** You have to ask the VA. We gave the VA

1 a preliminary -- we gave them the preliminary term sheet, got
2 some preliminary comments back. I think they have some
3 significant input, but it's really not our issue. Our issue
4 has been resolved. We're not going to have -- there's not
5 going to be an impediment from our perspective with respect to
6 the VA.

7 **THE COURT:** We're here continuously. I'm trying not
8 to inconvenience you. You --

9 **MR. MILLER:** I'm going to let Mr. Sandler --
10 Mr. Sandler will --

11 **THE COURT:** Get you folks back to D.C. in a
12 reasonable period of time. Okay?

13 **MR. SANDLER:** Your Honor, as far as timing goes,
14 Mr. Silberfeld and I will work on the agreement over the
15 weekend. We could be back here on Monday with the agreement if
16 you want.

17 **THE COURT:** How about Tuesday just to be sure?

18 **MR. SANDLER:** Your Honor, I'm in mediation on
19 Tuesday. I might lose my client on Wednesday, but I could be
20 here on --

21 **THE COURT:** Okay. Or the afternoon.

22 **MR. SANDLER:** -- Wednesday.

23 **THE COURT:** Monday afternoon then?

24 **MR. SANDLER:** Monday afternoon, Your Honor.

25 **THE COURT:** You tell me, Wednesday?

1 **MR. ROSENBERG:** Monday afternoon.

2 **THE COURT:** Wednesday afternoon, okay. Now, I've got
3 a morning calendar and I moved that, which is why I'm asking
4 you, I've got 20 other cases, so I'll start moving that today
5 with Carla and try to get a morning session in and get in the
6 car by noon, get here by 1:30.

7 **MR. SANDLER:** I could also do Wednesday, Your Honor.

8 **THE COURT:** You tell me. I don't want this back and
9 forth, this is unnecessary. You just told me what days. I get
10 Brad involved because he's out here or flying back and forth
11 and so is Cody and that's not fair to their families. So,
12 Cody, why don't you join them.

13 And I want to get this resolved, one way or the
14 other. I want to know if there's an obstacle or not.

15 **(Pause)**

16 **THE COURT:** Carla, I need my schedule. I need to
17 know when we're back in session on that other matter. If it's
18 October 4th, et cetera. October 8th? Because I don't want it
19 to interfere with this.

20 **MR. ROSENBERG:** We're all agreed I think if the Court
21 is agreeable to coming back Wednesday at 10 a.m.

22 **THE COURT:** Okay. Now, let me just check, we've got
23 some other --

24 **MR. ROSENBERG:** Sure.

25 **THE COURT:** -- homeless cases unrelated to you and

1 we're checking a docket that we sent out.

2 **MR. GUADIANA:** And, Your Honor, I would just like to
3 say that Bridgeland is unavailable on Wednesday to the extent
4 that you require us here for that conversation.

5 **THE COURT:** I want to make it convenient for you if
6 you want to be here. So just a moment. We can get back into
7 session Monday afternoon if we need to. To participate, I
8 don't want you out of that loop in a sense.

9 **(Pause)**

10 **THE COURT:** Counsel, just so you know, I'm already up
11 here on October 8th. I'm happy to come back up on any day
12 that's convenient for you. I'll do the driving.

13 But we're in session in the morning on another
14 homeless case involving the city and the county and we'd be
15 available Tuesday, afternoon, that's the 8th, correct, Carla,
16 is the 8th Tuesday?

17 We can be available Wednesday too? Okay. We can be
18 available --

19 **MR. SANDLER:** Your Honor, I hate to inconvenience the
20 Court. I know that --

21 **THE COURT:** Or we'll be available Thursday. Just
22 come together and make -- get an agreement on the time. I
23 don't want to impose that on you.

24 **MR. SANDLER:** Thursday after 1 p.m., Your Honor,
25 would work.

1 **THE COURT:** Does that work for everybody?

2 **MR. SANDLER:** Yes, 1:30.

3 **THE COURT:** Now, does that get the long form
4 agreement in a form so that it can get sent back to DOJ because
5 Brad has to go through a process also? And what I don't want
6 to do is come in Thursday and we're going to get a long form
7 and then Brad says, you know, I have to have DOJ look at it and
8 I'm just ordering back on Friday or the following Monday.

9 So all of you work out a schedule. This can be it
10 for you, that's all I'm asking.

11 **MR. ROSENBERG:** I think the intention --

12 **THE COURT:** No, don't talk to me. Work out a
13 schedule, okay? This is simple.

14 **MR. SANDLER:** One moment, Your Honor.

15 **THE COURT:** Otherwise I'm just going to tell you a
16 time and that's going to be inconvenient and one of you is
17 going to think it's abrupt and govern yourselves for goodness
18 sakes.

19 **(Pause)**

20 **THE COURT:** But just remember get that long form
21 drafted, give Brad time to get it back to DOJ and then get back
22 to court and see if this is acceptable or not.

23 **(Pause)**

24 **THE COURT:** You know, folks, can I just suggest after
25 watching all this that I just order you back on Monday

1 afternoon. Let's work through the weekend. Let's get this
2 into a long form so that if we see there's any wrinkles by
3 Monday so kind -- thank you for -- Skip, you're ordered back at
4 1:30 Monday, end of discussion. No, no, we're done with it
5 now.

6 1:30, Monday, you're ordered back. You're going to
7 work through the weekend just like I am. We're going to get
8 this through a long form with no surprises and we're going to
9 stop the time period, okay. That's it. Done with the
10 discussion. Thank you very much.

11 All right. Now, here's what I understand, though,
12 Skip, before you leave I understand from John Hueston that
13 you've reached the 5 million, let me repeat that back. 3 the
14 first year --

15 **MR. MILLER:** Yes.

16 **THE COURT:** -- 2 the second year.

17 **MR. MILLER:** Correct.

18 **THE COURT:** Okay. You know from the OIG's report
19 that there's -- the illegality portions that they noted
20 concerning anti-contributions.

21 So if these monies are to pass to an entity like the
22 Chapel, you need to work that out, Roman, so that there's no
23 violation pursuant to the OIG and they laid out the Code
24 section specifically. And that's why I was hoping that -- and,
25 in fact, I'm going to ask you to have Steve Peck come in and I

1 forget the lady from the Chapel.

2 **MR. MILLER:** Christine Berry.

3 **THE COURT:** Yeah. Would you ask them to be here on
4 Monday?

5 **MR. MILLER:** I will.

6 **THE COURT:** And you two can work that out.

7 I also understand now that we're not dealing with a
8 seven year period of time. They were trying to protect a core
9 area, that that would be the last considered. And that core
10 area is defined as -- and come on up, I want to compliment the
11 Chair of the Board also. I know this has been a pretty rough
12 process for you and I think you deserve everybody's, you know,
13 just appreciation being involved.

14 **UNIDENTIFIED:** Thank you.

15 **THE COURT:** And for the veterans, thank you. Okay.
16 I know you're not a joint group on occasion, but you know I'm
17 looking primarily at your group who filed and went through, you
18 know, the litigation for all this period of time. But I know
19 you've got probably other veterans groups out there that
20 sometimes will agree and disagree. And you need time to
21 stretch that out and explain that this is a shared agreement
22 and it principally is for the benefit of the veterans.

23 And the benefit I'm hearing consistently is this, the
24 hours are going to be working out, whatever those hours are,
25 from 5:30 to 2:30 I think you represented or something. The

1 value of that is though if we're wrong on those hours, we can
2 readjust them. Maybe the veterans don't need them that long in
3 the first year.

4 And maybe in that second year, if we get to the
5 second year then it should be shortened because we have more
6 school activities, okay. It gives us some flexibility.

7 The second thing is we're not tearing anything up,
8 but we're keeping the pool, we're keeping the track, we're
9 keeping the weight room in a sense, but that principally once
10 again has to be for the veterans. And right now you've got 233
11 people out there, so I don't imagine a huge number of veterans
12 using that. But we just had a move in of 74 veterans. 74
13 coming in January. If we get going with the rest of the
14 housing, you've got about another 300 units in process, so as
15 you build, then the need is going to go up just proportionately
16 of people who would use these facilities.

17 And parcel 9 is available with 180 days I think you
18 said, Skip, from memory. I'm trying to memorize this.

19 **MR. MILLER:** Correct, that's correct, Your Honor.

20 **THE COURT:** You have the baseball field within 45
21 days.

22 **MR. MILLER:** Correct.

23 **THE COURT:** I think you're going to be in pretty good
24 shape in a sense for both sides, because as the veteran's needs
25 increase, why are we building out new facilities that the VA

1 isn't going to pay for, for a pool, you know, a track, you're
2 not going to get them.

3 And from the young people's perspective, it's pretty
4 traumatic just to -- you know, in the middle of a school year
5 cut them out. And if we're not using them, I think we can use
6 together, there's no reason to cordon off and lock the town
7 facilities, for goodness sakes.

8 So in giving us parcel 9 I think we can work together
9 and if we can get that long term supportive housing, it may
10 take two, three, four years. Why are we going to padlock that,
11 for goodness sakes, but we have to have that available. You
12 know, we're looking at it.

13 And remember, all of this has started and I -- we
14 wouldn't be at this point if the VA had or had represented that
15 they had the temporary housing and the 1,800 units on the rest
16 of the campus. It's because it's been represented to the Court
17 that they ran out of land, they were over there looking at UCLA
18 and were over there looking at Brentwood.

19 Now, I don't know what would have happened with these
20 illegal leases, but I have the question in my own mind, would
21 we be going through all this if we literally had space for
22 1,800 units and 750 units.

23 The problem is we started this lawsuit with really a
24 strong representation that the VA didn't have that land. I
25 made a ruling that they do. The problem is where that is. And

1 so now because of some of the obstacles we've run into we've
2 got to have the greatest amount of land available, but that
3 doesn't mean parcel 9. You know, we're chaining that off or
4 anything of that sort, it doesn't mean that the baseball field
5 can't be used. That's silly. If we can use them, let's use
6 it, okay. And if we can use it for the veterans and the
7 children and work that out.

8 So I think that from what I've heard from John
9 Hueston, without knowing any of the particulars, I think I
10 really want to compliment all of you folks, and I want that
11 back to your Board and I want the veterans to hear that also.
12 This is principally for the benefit of the veterans and you
13 truly believe it, then we've got a home run. Okay.

14 We've got something we can really build on in the
15 future as our population increases, because I don't know how
16 you get this built from ground up. We're going to have enough
17 trouble with the town center, let alone a swimming pool, and a
18 track, and a weight room that they're willing to keep up.
19 Tennis, I'd like to see it go a little bit to a couple of
20 pickle ball courts because veterans can't move that fast when
21 they get older.

22 Beyond that, and I just ask the veterans for this, I
23 would appreciate if you continually talk and to be gracious.
24 You remember, there's a lot of folks out there very angry who
25 are veterans and they feel really wounded by this. But you've

1 got a chance to take the high road.

2 **MR. MILLER:** Your Honor --

3 **THE COURT:** The high road.

4 **MR. MILLER:** I said in my first comment when I first
5 stood at the lectern in this case, Brentwood School wants this
6 to be a win/win.

7 **THE COURT:** Yeah.

8 **MR. MILLER:** A win especially for the veterans.

9 **THE COURT:** Yeah.

10 **MR. MILLER:** Okay? It's important to Brentwood
11 School.

12 **THE COURT:** Let me talk to the veterans for a moment
13 because they -- there's a lot of veterans out there, Skip, and
14 they've got different views. That can run from just, you know,
15 knocking down the fields for the heck of it, you know, with
16 their anger to, you know, let the kids be involved.

17 Just ask them to put away that wound and be gracious
18 if they can, okay? As long as it's principally for your
19 benefit and this is a shared use agreement in a sense. This is
20 because it's your land and you're consenting that they use the
21 land, it's not vice versa. And that's what Skip's saying in
22 good faith also. Okay?

23 So I'm depending upon you to get the word out there
24 because I know you're not one cohesive group. Fair enough?

25 **MR. MILLER:** And, Your Honor, one last comment. The

1 monetary component also for the benefit of the veterans,
2 however the plaintiff veterans and the other, the VA veterans,
3 however they tell us, it's there. Brentwood School wants it to
4 benefit them.

5 **THE COURT:** Okay.

6 **MR. MILLER:** And we want to further this relationship
7 and take it to a new level.

8 **THE COURT:** I really think you've come a long ways, I
9 just want you to hear the Court's compliments. Now, it may not
10 work out with paragraph 3, you know, live 5, I'm just joking,
11 you know, the devil's always in the details. But don't let
12 that hold you up if it's principally for your benefit as
13 veterans, but we can also make certain that this land is well
14 used, okay. And there's no reason to start chaining this land
15 off at the present time.

16 Hopefully we just get to parcel 9 in the future.
17 Hopefully maybe the baseball field at the most, hopefully these
18 core facilities remain intact, hopefully once again this is
19 principally for the benefit of the veterans. And in here we
20 look at it, if we need to adjust it, there's our flexibility
21 for both sides and be fair.

22 So I think you should leave with good faith, although
23 I don't know all of the details when you write this out, I know
24 what you presented to me, but I think we're well on the road to
25 really achieving something beneficial. Okay?

1 I want to compliment you and I want you to extend
2 that back not only to the veterans, but also to the Board.

3 **MR. MILLER:** Thank you.

4 **THE COURT:** Okay. So we'll see you on Monday at
5 1:30.

6 **MR. MILLER:** Thank you, Your Honor.

7 **THE COURT:** Okay. And I'll be working this weekend,
8 so I expect you too, okay?

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

10 **THE COURT:** Okay. Roman, do you have any further
11 comments? Mark?

12 **MR. SILBERFELD:** Not about this subject.

13 **THE COURT:** Okay. My compliments may be premature
14 but I want to hear people along the way, when they're working
15 in good faith and trying to make that effort, then the Court's
16 very supportive of that. Brad, do you have any comments?

17 **MR. ROSENBERG:** On this issue?

18 **THE COURT:** Yeah.

19 **MR. ROSENBERG:** I'll only note that I think that the
20 feedback that we provided regarding the term sheet is
21 substantial.

22 **THE COURT:** Okay.

23 **MR. ROSENBERG:** And it may be that we not -- may not
24 be able to come to an agreement on.

25 **THE COURT:** Okay. Then please work with them over

1 the weekend, because if there's a surprise, I might as well
2 know what that is on Monday.

3 **MR. ROSENBERG:** That's part of why I'm flagging this
4 now to the extent that they're -- that they present an
5 agreement on Monday we may potentially object to it and would
6 be able to identify the basis of those objections.

7 **THE COURT:** Now, walk through -- let's assume the
8 worst. Skip, come on back for a moment. Let's plan for the
9 worst and pray for the best, okay.

10 Let's assume that the -- whatever this is and I don't
11 know what this is, whatever this problem is that may arise,
12 what happens if the VA took a -- took issue with the agreement.
13 Walk through that process with me, what happens next?

14 **MR. SILBERFELD:** So from our perspective, Your Honor,
15 other than the form of the agreement that VA clearly has an
16 interest in --

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

18 **MR. SILBERFELD:** -- and we will do everything we can
19 to accommodate the form of the agreement so that the money
20 stays here.

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

22 **MR. SILBERFELD:** We've talked about this before.
23 Other than that, to the extent VA objects to the terms of the
24 agreement as between the plaintiffs and Brentwood School, my
25 view is that that results in an objection on their part, which

1 we would ask the Court to then overrule or sustain the
2 objection of, but not that they have a say in what that
3 agreement looks like because it's an agreement between the
4 plaintiffs on the one hand and Brentwood School on the other.

5 So what we contemplate is that if it turns out to be
6 the case and I think Brad agrees with us actually, if it turns
7 out to be the case that they have a substantial objection to,
8 for example, what happens to the \$5 million. If they have an
9 objection about that, let them state their objection, we'll
10 state our position and we would ask the Court to rule on that.

11 So it's an objection process rather than --

12 **THE COURT:** Okay.

13 **MR. SILBERFELD:** -- the deal dies.

14 **THE COURT:** So hypothetically Brad could be in this
15 position, he may tentatively agree that he would like the money
16 kept locally, but he may have some folks in D.C. who have a
17 different viewpoint about how that money is to be delegated.

18 **MR. SILBERFELD:** Correct.

19 **THE COURT:** The problem is in the past, if you look
20 back historically, there was a problem 2011, 2012 with about
21 \$40 million --

22 **MR. SILBERFELD:** Right.

23 **THE COURT:** -- that the VA couldn't keep track of.
24 Now, that's Brad. For the record, Cody, that's not you. All
25 right. But if you look back historically that commingling of

1 the funds across the country led to a lot of concern about
2 where this money is going. And that's why you heard me try to
3 designate out these separate streams of money so that there can
4 be accountability. I also hope it can be kept locally, but it
5 may be, Brad, you know, that the Department can't take that
6 position.

7 What happens if they don't? Is my ruling
8 dispositive?

9 **MR. SILBERFELD:** I believe it to be.

10 **THE COURT:** Well, I know you believe it to be. Skip,
11 is my ruling dispositive on --

12 **MR. MILLER:** I don't know, I have to look at it. I
13 was --

14 **THE COURT:** I do too. Is my ruling dispositive,
15 Brad?

16 **MR. ROSENBERG:** I mean subject to any appeal that the
17 Solicitor General might or might not authorize --

18 **THE COURT:** Okay.

19 **MR. ROSENBERG:** -- your ruling would -- and all that
20 we would ask, and again, time has been tight and so we haven't
21 had a meaningful opportunity to --

22 **THE COURT:** Okay.

23 **MR. ROSENBERG:** -- engage in discussions, but we
24 would at least ask that if we find ourselves in the point on
25 Monday afternoon --

1 **THE COURT:** Okay.

2 **MR. ROSENBERG:** -- that we're not able to reach an
3 agreement, we would like to be able to create a record on that
4 issue.

5 **THE COURT:** Let's do this. Let's just hope for the
6 best, okay. If we get to that point, let's deal with that if
7 we get there, instead of the parade of horrors.

8 And if the Court's ruling would be dispositive, at
9 least from the Court's position, you'd always have those
10 appellate rights available to you. So in terms of your input,
11 I'll make that record consistently for you. You're not
12 acquiescing to that, you're not agreed to that, you're
13 preserving your appellate rights, I want that clear on the
14 record, but I appreciate your participation because you know
15 DOJ. And I will also state publicly that I hope the money is
16 kept locally because I'm a little concerned historically about
17 the money going into a large coffer across the country and
18 nobody can account for it like that. It's hard to account for
19 it and the VA ran into that problem historically with \$40
20 million if you look back.

21 So let's move on on the table, let's go in good
22 faith, Skip. We'll work -- by the way I'm available all
23 weekend. Okay? Call me or call John Hueston or Craig but
24 we're working Saturday and Sunday, so we're around. Okay?

25 **MR. MILLER:** Thank you.

1 **THE COURT:** Skip, thank you very much.

2 **MR. MILLER:** Thank you, Your Honor.

3 **MR. SANDLER:** Thank you, Your Honor.

4 **THE COURT:** What a pleasure. I think that's all good
5 news today.

6 **MR. SANDLER:** Us too, Your Honor. Thank you.

7 **THE COURT:** Okay. Thank you, sir.

8 Where would you like to go next?

9 **MR. SILBERFELD:** I have a short agenda of things that
10 we would like to address today. I think Bridgeland has some
11 issues today. UCLA is here.

12 **THE COURT:** Okay, great. Is UCLA here?

13 **MR. SILBERFELD:** And then we have an agreed upon pair
14 of forms of judgment because there are two slight differences
15 between the plaintiff's version and the defense version. So we
16 have a judgment form that we're prepared to submit, as well as
17 two emergency orders coming out of the discussion we had
18 Wednesday about the beginning process of building temporary
19 supportive housing somewhere on the property. I can address
20 those and all of this has been shared --

21 **THE COURT:** Well, feed me through those one by one.
22 I'd rather have you guide the Court with your agenda. So does
23 Bridgeland want to speak first?

24 **MR. SILBERFELD:** Sure, why not.

25 **THE COURT:** Please.

1 **MR. GUADIANA:** Good afternoon, Your Honor, Ernest
2 Guadiana on behalf of Bridgeland Resources.

3 **THE COURT:** Nice seeing you.

4 **MR. GUADIANA:** You wanted an update on the measures
5 that Bridgeland has taken so far to comply with the order.

6 **THE COURT:** Yeah, with the capping of Sawtel 2.

7 **MR. GUADIANA:** Yes. So at this point, Bridgeland has
8 begun the preparation of the notice of intent to abandon, which
9 is the document that would be submitted to the California
10 Geologic Engineering --

11 **THE COURT:** Okay.

12 **MR. GUADIANA:** -- Management Division. Bridgeland
13 does believe that it will be prejudiced as soon as it submits
14 that notice of intent. And so that we would request either --
15 we have a motion for stay on the Court's calendar for November
16 4th. We'd either request that you administratively stay the
17 requirement to continue with the abandonment process until that
18 motion is heard or hear that motion sooner.

19 **THE COURT:** Yeah. I haven't signed off on that
20 motion yet. I'd like to consider that over the weekend.

21 **MR. GUADIANA:** That's fine, Your Honor.

22 **THE COURT:** I'll tell you transparently a couple of
23 concerns. I've got an OIG report saying that the leases are
24 illegal. I've got a prior colleague, Judge Otero who said that
25 the leases are illegal. I've got a congressional report that

1 states that those leases are illegal.

2 And what I'm concerned about if I granted the stay,
3 I'm really going against my own ruling in terms of the
4 illegality in voiding these leases. And so I'm inclined
5 tentatively not to grant your stay and therefore if the Circuit
6 takes that up, that'll do that with immediacy. If not, then it
7 will walk through that process in a normal way.

8 And, counsel, let me say, I trust you. I'm not
9 inferring in any way that you're not making a good faith
10 effort, okay. Whether you give that notice or not that's going
11 to end up being a tactical decision on your part.

12 Let me have the weekend, but I'm inclined to deny
13 that stay, okay. So you can prepare.

14 **MR. GUADIANA:** Thank you, Your Honor.

15 **THE COURT:** Okay? But let me have the weekend to
16 look at it again.

17 **MR. GUADIANA:** Of course.

18 **THE COURT:** All right. What's the next issue you
19 folks would like to bring up?

20 **MR. SILBERFELD:** UCLA, Your Honor.

21 **THE COURT:** Please. I didn't see the gentleman. I'm
22 sorry, sir, why don't you come on up. It's nice seeing you.
23 It's nice seeing you not at 7:30 at night by the way.

24 **MR. CARDOZO:** Yes. Ray Cardozo from Reed Smith.

25 **THE COURT:** Pleasure.

1 **MR. CARDOZO:** And we filed a pile of paper that
2 contains not only our modified proposal but also the
3 explanation and analysis of why we think it met the standard
4 you set out in your injunction, you wanted to see for the
5 proposal, which was just to refresh your recollection.

6 **THE COURT:** Well, it was filed last evening.

7 **MR. CARDOZO:** Yeah.

8 **THE COURT:** And we've been a little bit busy, so I
9 haven't been able to pay attention to it, nor do I have the
10 opposition that's been filed.

11 **MR. CARDOZO:** Yeah. I understood that, Your Honor,
12 that's why I assumed you wanted me to walk you through it a
13 little bit here.

14 **THE COURT:** Okay. Well, why don't you tell me your
15 position in terms of intervention. I know that there's a
16 request and your substantive arguments so we can just start
17 that process --

18 **MR. CARDOZO:** Yeah.

19 **THE COURT:** -- and I'll work it this weekend.

20 **MR. CARDOZO:** Yes. And so my only hope for the very
21 near short term is that we come up with a modified injunction
22 that will be better for the veterans than the current
23 injunction.

24 **THE COURT:** Okay.

25 **MR. CARDOZO:** But that won't hold, won't disrupt the

1 baseball program any further. Because I've got to tell you,
2 Judge, these last nine days have been really rough on the kids,
3 their families --

4 **THE COURT:** Yeah.

5 **MR. CARDOZO:** -- the players and the coaches. And on
6 the other side of that, while the stadium has been cordoned
7 off, it doesn't seem like the veterans have gotten any benefit
8 out of the cordoning off of the stadium. So if we can just get
9 the kids back in there, what we're offering here is more for
10 the veterans, so it's better for them without harm to the kids.
11 That's the idea behind this proposal.

12 **THE COURT:** Just a moment, I've received no input, so
13 when you say offering more, I know --

14 **MR. CARDOZO:** Yeah.

15 **THE COURT:** -- that there was a discussion that
16 started at 11 o'clock. I wasn't involved in that.

17 **MR. CARDOZO:** Yeah, so --

18 **THE COURT:** So I have no idea what's being offered.

19 **MR. CARDOZO:** So I'll take you through it and I'll
20 just start with the language in your injunction that you said
21 you wanted UCLA to be -- proposes a position on how the 10
22 acres it currently occupies can be put to a use --

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

24 **MR. CARDOZO:** -- such the provision of services to
25 veterans is the predominant focus of the activities of the

1 regents at the campus.

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

3 **MR. CARDOZO:** And so UCLA's proposing that for the
4 next 12 months it will pay, in addition to the rent of 320,000,
5 another 280,000 for those 12 months. And this was styled as
6 rent, but if there's a difference between paying rent or
7 specifically earmarking it to a program that the parties prefer
8 would be funded, we can do it. There's 280,000 additional that
9 gets put in for the next 12 months.

10 The in kind services, that is what Congress said, has
11 to do to keep this lease --

12 **THE COURT:** Just a moment, as an aside, my apologies.
13 Remember with Bridgeland I kept saying 51 percent, you heard
14 that loud and clear? Okay?

15 **MR. KNAPP:** Yes, Your Honor.

16 **THE COURT:** One of the things you might think about
17 is this, counsel, I'll be right with you, I apologize.

18 **MR. CARDOZO:** Oh, absolutely, take your time.

19 **THE COURT:** There are so many prior rulings by Judge
20 Otero and I've not turned a ruling certainly on guidance from
21 OIG that this is illegal. The difficulty I'm having is with
22 the percentage that's being offered because at \$80 -- Brad,
23 where are we today, do you know? Check it. We're about 70,
24 about 76.

25 **MR. GUADIANA:** I want to say we're at like 78 bucks.

1 **THE COURT:** It went up, no, it went up a little bit.
2 Check sweet crude for a moment, I think about 76 or 78. And
3 when you're doing that, we haven't been at a hundred in a long,
4 long time. So we're still going to be stuck at this percentage
5 in a sec that you're offering and we're never going to get to
6 even 5 percent, probably not even 4 and a half percent. So I
7 don't see any difference in what's occurred previously.

8 The second thing is you know the Court's concern and
9 the Ninth Circuit can reverse me, but I'm really concerned just
10 about the veterans. This generation has had to go through the
11 burn pit disposal in Iraq and Afghanistan. That's
12 substantially different than Vietnam and Korea.

13 I'm concerned that if there's anything hazardous in
14 the air, when they're handling extraordinary dangerous
15 munitions. Now, the Ninth Circuit may do this just as a
16 monetary sum, but from my perspective there's a health aspect
17 to it.

18 I haven't heard anything about monitoring devices or
19 anything else coming from -- hold on, we've got a conversation
20 going now, I haven't heard anything that ensures that the
21 veterans with -- especially with lung issues which are
22 prevalent in this generation, have that kind of protection.

23 Now, you may have very little harm out there in the
24 environment, but right now in the face of -- it looks pretty
25 difficult. That's what I'm struggling with.

1 So when I asked you 51 percent, remember that's
2 better than nothing, because if you don't prevail --

3 **MR. GUADIANA:** Well, Your Honor --

4 **THE COURT:** -- so you're still making 49 percent.
5 That's a good deal, right?

6 **MR. GUADIANA:** That's not the case and what I
7 explained before was that if 51 percent of the gross production
8 goes to the VA then the well is uneconomic on its own. Between
9 paying the mineral owners --

10 **THE COURT:** Well, just a moment --

11 **MR. GUADIANA:** -- and a 51 percent of the gross
12 proceeds, that leaves about 30 percent.

13 **THE COURT:** Oh, no, no, no, remember that's what I
14 tried to do sorting out with you in our conversation about
15 which wells. Right now you have a valid lease I think in the
16 1956.

17 **MR. GUADIANA:** Yes.

18 **THE COURT:** You've got ten wells, or let's say drills
19 going down, wellheads, sometimes I get my terminology confused.
20 You've got ten.

21 Now, I know that that pool may be shrinking in terms
22 of oil, okay, but I don't know how much. It's Sawtel that
23 allows you to slant drill outside that field. If I approve
24 that means that you could slant drill in the future, hold on,
25 you could slant drill in the future any which way you wanted to

1 go and so I'm concerned about the health and welfare of my
2 veterans out there, your veterans also, I don't see how this
3 well principally benefits.

4 Now, the argument could be, look, Judge, we've got
5 anywhere from 65 to \$160,000, okay. If the Circuit takes that
6 position economically you may have a good appeal. But from my
7 perspective there's got to be some guarantee that this isn't a
8 health hazard because 1956 probably nobody checked and there
9 were no veterans there.

10 Now, I've got an increasing amount of veterans moving
11 in, so I've got to worry about the 233 and the next 74 and the
12 next 74 and hopefully we get to 1,200 and hopefully we get more
13 veterans out there. That's my concern, okay?

14 **MR. GUADIANA:** So let me just respond to that. I
15 mean California is the most highly regulated -- it has the most
16 regulations on oil and gas operations in the entire world. We
17 have permits from the South Coast Air Quality Management
18 District, I mean, there are monitoring devices all over, CalGen
19 regulations, you know, other state agency regulations ensure
20 the health and safety of the drilling operations.

21 Regarding additional wells, I remember on the last --
22 on the 25th -- on the hearing on September 25th we noted that
23 we would be fine not drilling any other wells, especially
24 because both California regulations and Los Angeles County
25 regulations currently prohibit us from drilling any additional

1 wells on that property. We are unable to do that.

2 And so what we proposed was saying when we close out
3 the federal lease wells, we'll close out Sawtel 2 too.

4 **THE COURT:** Okay. But by the same token, we're not
5 putting your company out of business. Remember, you have how
6 many other locations? I'll go back in the record? Four?

7 **MR. GUADIANA:** There's more than that. There's a
8 field up in Santa Barbara --

9 **THE COURT:** Yeah.

10 **MR. GUADIANA:** -- there is a --

11 **THE COURT:** Yeah.

12 **MR. GUADIANA:** -- Brea field, an East Coyote --

13 **THE COURT:** You don't have to go through them.
14 You've got --

15 **MR. GUADIANA:** -- there's a number of them.

16 **THE COURT:** You've got numerous other fields. In
17 other words --

18 **MR. GUADIANA:** Yes.

19 **THE COURT:** -- this isn't a situation where a company
20 is going out of business. This is a situation where a court is
21 going to have to balance, either my court or an appellate
22 court, you know, what's a principal benefit to these veterans
23 because I'm worried about the health aspect of this, I'm
24 immensely concerned about that.

25 **MR. GUADIANA:** Well, I mean, Your Honor, there was no

1 evidence regarding the health aspect during the entire trial.
2 I mean, there's nothing shown that there's anything hazardous
3 about any of the oil operations.

4 **THE COURT:** How do I know? In other words, are you
5 offering to put in monitoring devices around that to show us?

6 **MR. GUADIANA:** I believe that there are monitoring
7 devices all around the Sawtel field.

8 **THE COURT:** Show me the evidence in my record where
9 that was put in my record. No, hold on. You go back and show
10 me the page where that was something in front of the Court.

11 **MR. GUADIANA:** I'm sure that there is not, because it
12 did not come up, but we have to comply with all of California's
13 regulations and laws and we do.

14 **THE COURT:** Okay. And what happens if we continue
15 and what's triggered UCLA, I think a filed a request for
16 injunction with the Court's comments about the parking lot.
17 And I'm not very bright sometimes, but I'll guarantee you, that
18 that stirred an immediacy on UCLA's part.

19 And I guarantee you that they don't want 60 or 70
20 temporary structures, which by the way can be easily moved at
21 any time on that parking lot. Now, I don't know what the
22 hazardous effect is or the non-hazardous effect of this is, but
23 I know that that parking lot, so counsel hears, has particular
24 interest to me because it's going to decrease the time and it's
25 going to decrease the cost and maybe we can 60 or 70 veterans

1 in before the rains come, because that parking lot's paved.

2 And on every other piece of property that we've
3 looked at, I don't know where my chart is, it's all unpaved.
4 So we've got to go in there and spend time to paving to begin
5 with, which takes time, money.

6 Now, this is the same parking lot so counsel hears
7 that's been represented to me to be the parking lot when the
8 veterans village existed, that the veterans were asking to get
9 inside the VA, asking UCLA to use this parking lot. That was
10 declined. There was nobody on that parking lot at the time,
11 maybe there was some baseball practices going on, but it put
12 the veterans in a very difficult position on San Jacinto.

13 I don't want to put you out of business. I don't
14 even care if I decrease your profits, but you better balance
15 with the Court how this principally benefits veterans when it's
16 a 3 and a half percent and I know you say we'll go to 5 and a
17 half percent, but even if you did and offered that, I'd tell
18 you tentatively to help your record, I'd probably decline it.

19 Even if we got there, at over a hundred, \$220 a
20 barrel and I think that's fair to you to know that --

21 **MR. GUADIANA:** Of course.

22 **THE COURT:** -- for appellate purposes. I've got to
23 get something so substantial that I can truly say, hey, this is
24 principally for the benefit and I'm having a hard time with
25 that two OIG reports, a congressional report, a prior judge

1 saying all void and illegal, so I look forward to the Ninth
2 Circuit, okay. I'll probably deny your request but let me look
3 at it this weekend.

4 **MR. GUADIANA:** Of course, Your Honor.

5 **THE COURT:** And I appreciate it.

6 Now, counsel, that has nothing to do with you.

7 Welcome back.

8 **MR. CARDOZO:** Thank you. And I was reminded about
9 the parking lot, the -- it wasn't a concern per se with the
10 parking lot and the discussion that went on, it was just a
11 reminder that things were happening and UCLA's absence affected
12 its interest, so we thought we should get in here and talk
13 about this and see if we can get an injunction. From UCLA's
14 perspective it's better for the veterans and better for UCLA.

15 **THE COURT:** But I don't know what that is yet. I
16 wasn't party to the 11 o'clock discussion.

17 **MR. CARDOZO:** Yeah. So the first thing was another
18 280,000 for the next 12 months.

19 **THE COURT:** Okay.

20 **MR. CARDOZO:** And this -- the proposal says rent, but
21 if it makes a difference and earmarking it for somewhere else,
22 I'm sure that could be done.

23 The in kind services component, UCLA would assure 2.7
24 million, the current lease obligation is 1.35, so that's a
25 doubling.

1 **THE COURT:** Now, stop there. I'm having trouble with
2 in kind services because the OIG specifically has stated that
3 some of those are illegal. Number two, they're hard to value.

4 Counsel raised during the trial when you weren't
5 here, look, UCLA is a phenomenal baseball team, but still in
6 the best of times you might have, you know, 4 to 500 empty
7 seats. So what's really being offered, okay? That's their
8 position.

9 For me I'm finding that the highest and best use is
10 land. And let me clear with you, because you weren't here as a
11 courtesy, that the VA has taken the position initially in this
12 case we don't have land for temporary housing and we don't have
13 land for permanent housing and certainly the expansion being
14 asked by the plaintiffs.

15 I have no idea where we would've been if there was
16 land at the beginning of the case where the VA had said, you
17 know we've got 1,800 permanent supportive housing sites, we
18 don't have any problems, we can go ahead. We have up to 750
19 temporary or some number below that.

20 You're right in the middle of this issue --

21 **MR. CARDOZO:** Appreciate it.

22 **THE COURT:** -- and if we don't have those sites from
23 the VA, here we are at Brentwood School, here we are at UCLA
24 and with the OIG saying they're illegal and Judge Otero saying
25 they're illegal and the congressional report saying they're

1 illegal and even your own 30(b)(6) witness who you designated
2 got put in a horrific position and a wonderful employee, you
3 should be proud of him. Anybody would have had to answer after
4 the examination frankly, representing UCLA, no, this doesn't
5 principally benefit veterans. It benefits UCLA. That's your
6 own witness.

7 Finally, the most difficult part amongst many is this
8 conversation, have you heard that tape yet?

9 **MR. CARDOZO:** No, Your Honor, but I feel like I know
10 it now.

11 **THE COURT:** No, no --

12 **MR. CARDOZO:** I've heard it a few times in this
13 courtroom.

14 **THE COURT:** Let me just kind of trace it. Okay.
15 McKitrick (phonetic) over at the VA talks to another official
16 in the VA whose names we didn't even know at the time and
17 there's a FOIA request coming from the Daily Bruin. And the
18 conversations, in summary, let's not let the veterans know
19 because they're going to be opposed to the Branca Field and
20 watch out for this FOIA request and that's my own summary.

21 Now, you've got a very uncomfortable, very honest
22 employee, who then phone over to this employee, Tony, who takes
23 it to the Assistant UCLA Director of Athletics, but then
24 there's a phone call that goes over to the Department of
25 Communications, the Department of Strategic Planning, and guess

1 what, Chief of Staff to the Chancellor.

2 Now, I can imagine how many times Tony is on a phone
3 call with the Chief of Staff to the Chancellor. The inference,
4 the strong inference has to be and the finding is there had to
5 be some kind of conversation about this FOIA request, not
6 involving the veterans and that's not the kind of trust I think
7 that the University wants to be in.

8 **MR. CARDOZO:** Absolutely, Your Honor. I --

9 **THE COURT:** And now we've got veterans also shut out
10 of that acre and a half, a couple got hit by a car and killed,
11 I'm not saying that they wouldn't have anyway, but being inside
12 the fence, better treatment. You weren't here for the trial,
13 so that's a concern.

14 Okay. Not a concern that you weren't here and I want
15 you to continue on with this, so far I've heard \$280,000 in
16 increase, but an in kind, I'm not valuing much of in kind
17 anymore. It's too hard to trace, it's almost meaningless to me
18 and there's too much fudging going on, not with you but
19 across --

20 **MR. CARDOZO:** Yeah, the only --

21 **THE COURT:** -- the board.

22 **MR. CARDOZO:** -- reason I mentioned it because the in
23 kind is what Congress said was what UCLA had to put up when it
24 expressly approved the lease with the baseball stadium and
25 everything.

1 **THE COURT:** Okay.

2 **MR. CARDOZO:** In kind is what Congress was focused
3 on. That's the test. That's why that's part of the proposal.
4 We thought --

5 **THE COURT:** Well, that's your 2.7 million and in kind
6 services.

7 **MR. CARDOZO:** And then it would have the baseball
8 facilities for 12 months.

9 **THE COURT:** Okay.

10 **MR. CARDOZO:** Again, trying to get beyond the current
11 crisis with the program, it's appropriate to have some
12 stability for the program while we figure out the long term
13 solution here.

14 The next item on the list I wanted to mention just
15 because it's -- people seemed to miss this at this trial, this
16 is what Congress was referring to when it -- for the
17 predominant activities, predominant folks of the activities of
18 the regents, they used the phrase at the campus because
19 Congress was --

20 **THE COURT:** And by the way, it should be predominant
21 focus. Sometimes I'll refer to that as the principal benefit,
22 but it's two terms that apply to different entities.

23 **MR. CARDOZO:** Well, the --

24 **THE COURT:** The predominant focus, okay.

25 **MR. CARDOZO:** Well, they're actually completely

1 different terms because Congress picked something different
2 from the regents --

3 **THE COURT:** Okay.

4 **MR. CARDOZO:** -- for the other lessees.

5 **THE COURT:** If I misspeak though --

6 **MR. CARDOZO:** But that's why we're focusing on the
7 language that applies, the regents.

8 **THE COURT:** If I misspeak, I understand that you are
9 guided by terminology, the state's predominant focus.

10 **MR. CARDOZO:** And then we talked about ceding two
11 acres. We hoped that could happen in 12 months.

12 **THE COURT:** Now, what would we do with those two
13 acres? In other words, you say cede two acres, but right now
14 my guess is because of the Court's comments that really had to
15 stir you. You're going to file a preliminary injunction, or a
16 permanent -- request for permanent injunction and the reason,
17 and I'm speculating, that that caused a heartache and that
18 you're here is because the Court was requesting that modular or
19 temporary be put on those -- that acre and a half.

20 **MR. CARDOZO:** No --

21 **THE COURT:** Now, if you're going to give two acres,
22 what we were supposed to do with this two acres, because the
23 highest and best use is for housing? It's not money. It's
24 housing. We need land out there. As long as the VA tells me
25 that they don't have an additional 1,800 for long term

1 supportive.

2 **MR. CARDOZO:** Understood. That's what -- we just
3 don't think we should decide. You, they should decide the
4 highest best use of its housing, by all means. We're just
5 hoping there would be that transition time of 12 months. If
6 you tell me that won't work, you make the rulings, we have to
7 live by then.

8 **THE COURT:** Well, hold on, I haven't gotten to Branca
9 Field yet. You noticed that. I haven't done anything to your
10 stadium yet. I'm -- we're requesting the parties to speed this
11 along and get some units in now before the rains come that can
12 be picked up and moved.

13 **MR. CARDOZO:** And that's why I'm here. It wasn't the
14 parking lot, it's the stadium and facilities that are being
15 unused and the trauma that these kids have experienced since
16 the last nine days. We'd like to take them out of that. We'd
17 like to take them out of that. It's not being used, they
18 benefit, and we're giving more benefit to veterans by doing
19 this.

20 So we do think this injunctive proposal is better
21 than the current state of affairs and the other piece of it,
22 you also have to consider the alternative. With the lock out,
23 UCLA summarily evicted from the lease, it doesn't owe any rent,
24 it has no legal obligation to provide any services, all of the
25 things that Congress valued and said, you get to keep your

1 lease, you get to keep your baseball stadium, we'll do that if
2 you do these things. All of the things that UCLA did that the
3 OIG found made this lease, unlike the other leases, this lease
4 compliant if you look at its five year leasing report, item 19.
5 It says, explicitly, the provision of service to veterans is
6 the predominant focus of the activities of the UCLA at the
7 campus during the term of the lease.

8 That's the OIG finding on its website right now.
9 That's the standard that's in the injunction. The OIG finds
10 UCLA was meeting that before this trial of which it was absent.
11 We are adding to our compliant lease these other things so that
12 we're not locked out of it, the facilities that we leased with
13 Congress' explicit approval. That's our request of you today,
14 Judge.

15 We're hoping we can end the lock out today with a
16 proposal that's better than the current injunction that just
17 lets us go forward temporarily with the status quo that
18 hopefully works best for all and doesn't harm third parties
19 that don't need to be harmed. That's my request to you today,
20 Judge.

21 **THE COURT:** Okay. If you have a comment, you haven't
22 had time to file an opposition. But if you have a comment, I
23 appreciate hearing that because this was filed last night and I
24 haven't paid enough attention to it yet, I haven't had enough
25 time, so.

1 **MR. SILBERFELD:** Well, I think I have several things
2 to say about this, because I'm not sure exactly what we're
3 doing now. We had a settlement meeting at 11 o'clock this
4 morning which went nowhere.

5 **THE COURT:** Okay.

6 **MR. SILBERFELD:** The proposal of paying a pittance
7 more in rent not acceptable to the plaintiffs for sure, without
8 much, much more. The idea of two acres coming back in a year
9 doesn't work. As the Court well knows we're talking about what
10 to do with that parking lot in the next 30, 60, 90 days.

11 **THE COURT:** Yeah.

12 **MR. SILBERFELD:** But I think there's more with regard
13 to the motion that's been filed. You know, Mr. Cardozo and I
14 have had I think a dozen e-mail communications in the last nine
15 days. One of the first ones was he was asking whether we would
16 oppose a motion to intervene, which has never been filed.

17 We told him within an hour, yeah, we're opposed to a
18 motion to intervene here. For the obvious reasons that UCLA
19 was invited to be here in February to participate in these
20 proceedings. They, for their own strategic reasons, decided
21 not to do that.

22 And we went on, we had discovery, they were deposed,
23 they still didn't come in. We had a trial, we had a witness
24 here, they still didn't come in. And here we are a month,
25 almost to the day, I think it is a month to the day since the

1 Court's opinion issued and now for the first time overnight,
2 they file a motion for a permanent injunction having given no
3 prior notice to us of their intention to do so, having not met
4 and conferred as they're required to do under the Local Rules
5 with us, and having said at the very end of their memorandum
6 that the opportunity to meet and confer wasn't available.

7 Well, I was available all week. No one called me.
8 No one e-mailed me, but I called and e-mailed Mr. Cardozo
9 multiple times to allow him to appear on Wednesday, he couldn't
10 appear on Wednesday and he filed the status report that the
11 Court knows about.

12 But honestly from a pure procedural perspective, from
13 a notice perspective, I couldn't feel more aggrieved on what
14 was filed last night. And we got nowhere this morning in terms
15 of a settlement discussion.

16 So our request is that rather than order a briefing
17 schedule on this motion at all, that the Court not only strike
18 it from the record, but not consider it any further on the
19 merits at all and instead, instruct counsel that if he wants to
20 make a motion, follow the rules, file a proper motion on proper
21 notice, not 12 hours' notice and seek any relief from this
22 Court. I think they've given up their right to seek relief in
23 this Court.

24 **MR. ROSENBAUM:** I can just add two things briefly,
25 Your Honor. One is a very similar set of circumstances

1 happened when we were before Judge Otero. UCLA stayed out,
2 knew about the case, not even to the depth that Mr. Silberfeld
3 has just described. I mean, I spent -- Amanda Savage and I
4 spent hours with counsel from UCLA obtaining the documents that
5 then were part of the basis for my deposition of
6 Mr. DeFrancisco.

7 This was very clearly matters that they were aware
8 of. Your Honor has insisted and Mr. Rosenberg complied with
9 the notice to UCLA, as to all the lessees, that interest might
10 be implicated here. I don't think it was sufficient in terms
11 of meeting an intervention standard because the Government was
12 quite competent in terms of defending those interests, but
13 it's -- in some ways that's beside the point, because UCLA
14 decided to ignore those opportunities. I'm guessing because
15 they didn't want to come under the jurisdiction of this Court,
16 but that's irrelevant. That was part of their determination.

17 They knew it through every moment, in fact, they, as
18 Your Honor just pointed out, in fact designated Mr. DeFrancisco
19 to be the 30(b)(6) witness. That was obviously a decision that
20 their counsel made.

21 Secondly, with -- as Your Honor is aware, UCLA has
22 been a very active player here. Your Honor knows that at the
23 height of the pandemic a request was made to use that parking
24 lot area when veterans were sleeping, sitting, dying on San
25 Vincente. And the response of UCLA was, that's going to

1 interfere with our baseball schedule. UCLA got it, in terms of
2 what the implications were and they made a decision.

3 Third, Your Honor, I was very disturbed to hear
4 repeated today what is in that proposal. And that is where
5 UCLA says they will cede that land. It's not their land. Cede
6 means I give something that I have that is in my possession to
7 someone else. That's not the way it works here, particularly
8 in light of the Court's order but even before that.

9 That property belongs to the veterans and the VA. It
10 is not for UCLA, especially after the Court ruled that the
11 lease to be illegal, to make the determination that they will
12 cede that land.

13 The issue here is precisely the conversation we had
14 with Brentwood and it's precisely the conversation we had
15 during the course of the trial. With respect to that very
16 valuable land, for which UCLA historically has paid nothing
17 close to what that value is, the issue is what is in the
18 interest of the veterans. And that is precisely what Congress
19 meant when it said, the predominant focus of the activities on
20 that property has to be for the veterans and their families.

21 I can't imagine anything more predominating than to
22 say as Your Honor has said now multiple times today and before,
23 get them off the streets and into available land. The
24 Government has said that there is a need for that land to be
25 made available and on a temporary basis. And we now know that

1 that can be done very quickly.

2 I would hope and expect an institution with the
3 integrity, the reputation, and supposedly the sensitivity to
4 veterans would say, we'll do whatever it takes to get veterans
5 into temporary housing as soon as is humanly possible, not a
6 year down the road, not based on their desire as to what is in
7 the best interests of student athletes, but rather to keep
8 those veterans from living and dying on the streets.

9 And so I strongly agree with Mr. Silberfeld, these
10 are very experienced counsel, they know how to meet and confer.
11 I don't think they have a leg to stand on in terms of
12 intervention. If they want to make their motion, they can make
13 their motion, but for now let's just follow the proper
14 procedures. We can move rapidly with respect to it, but the
15 interest of everybody in this room ought to be to get the
16 veterans off the street and into available land that can give
17 them the security, the safety and the wellbeing that they've
18 too long been denied.

19 **THE COURT:** If you have a response, you're welcome to
20 make it, but by the same token, you're entitled to file your
21 opposition or response. I'd like to see that in writing. In
22 other words, if you believe that intervention isn't
23 appropriate, I need a written document. Something that you
24 file with the Court, I don't want to decide that, you know,
25 from the bench.

1 **MR. CARDOZO:** Just a few points, Your Honor. I think
2 my learned counsel just stated the fundamental legal error that
3 began it all, he said the predominant focus of the use of this
4 property. That's not the language Congress passed.
5 Predominant focus of the activities of the regents at the
6 campus. They knew there was a baseball stadium there and this
7 property would be used for the baseball stadium. They were
8 talking about the world class health services that UCLA
9 delivers at the campus, and then they said, and you have to
10 give these in kind services.

11 So the deal Congress, when they specifically
12 authorized this lease, was not what they fed you at this trial
13 in UCLA's absence. And the fundamental errors baked into
14 everything that's been done, not the misstatement of the law
15 that we just heard, it's the language that's in your court's
16 injunction, activities at the campus.

17 So that's why the OIG found this lease compliant,
18 because it meets that test. We are here on a compliant lease
19 offering much more than our lease obligation to end the harm
20 and give more to veterans, to benefit them, because that's the
21 predominant focus of UCLA. They're offering you a proposal
22 today that's better for the veterans than the situation for
23 them if it is rejected.

24 If this very beneficial proposal to end this lock out
25 temporarily and we can figure it all out later, if the Court is

1 not willing to do that, we'd ask you to at least stay the
2 injunction for seven days pending appeal, while we take this to
3 the Ninth Circuit.

4 But we have to end this lock out, Judge. It's
5 fundamentally unjust and it's not necessary. We are providing
6 something much more to the veterans than the lease requirement,
7 much more than the law requires, and they don't benefit a lick
8 from an empty stadium and a lease where UCLA's evicted and none
9 of this goes to them.

10 The veterans deserve this proposal. The desire of
11 advocates to kick UCLA in the head does not benefit the
12 veterans, Your Honor. That's not the just outcome here today.

13 **THE COURT:** Counsel, your thoughts.

14 **MR. SILBERFELD:** So it's curious to hear counsel talk
15 about the world class medical services that UCLA provides on
16 the campus, for which UCLA is paid by the VA. That doesn't
17 count for anything. And in terms of, you know, the desire to
18 kick somebody in the head, how about filing something last
19 night at midnight and demanding a hearing at 1:30 this
20 afternoon with no opportunity to read the document, much less
21 provide a cogent substantive response.

22 I hear the Court wanting an opposition from us. If
23 the Court is going to leave this motion --

24 **THE COURT:** It may not be on the merits. It may be
25 on procedure. In other words --

1 **MR. SILBERFELD:** Sure.

2 **THE COURT:** -- are the procedures appropriate, we may
3 never get to the merits, we may, but I'll leave that to you in
4 terms of how you want to oppose this.

5 **MR. SILBERFELD:** I would like at least a week to do
6 that, given the few other things we have to do by Monday.

7 **THE COURT:** Yeah, yeah. Set the date that's
8 comfortable for you.

9 **MR. SILBERFELD:** Next Friday.

10 **THE COURT:** Next Friday.

11 **MR. SILBERFELD:** The 11th.

12 **THE COURT:** By 12 noon?

13 **MR. SILBERFELD:** Sure.

14 **MR. ROSENBAUM:** Your Honor, could I just clarify,
15 when I said property I meant the --

16 **THE COURT:** Use this.

17 **MR. ROSENBAUM:** I want to be real clear. When I said
18 property, I meant the entire campus. As Your Honor pointed
19 out, Mr. DeFrancisco who is the most familiar person on the
20 planet with respect to everything UCLA did, said that the
21 predominant focus of all the activities on the campus was
22 baseball, when Your Honor's been to that land many times,
23 that's the elephant in this room.

24 **THE COURT:** Okay. Well, I look forward to your
25 opposition and then we'll gather for a hearing. Okay?

1 Brad, do you have any comments? Cody, do you? If
2 so, you're more than welcome to make them.

3 **MR. ROSENBERG:** Maybe just one comment, Your Honor,
4 which -- and this actually goes to some of the settlement
5 discussions with the Brentwood School and the Court's question
6 about keeping the money in the campus.

7 Under the Leasing Act, if something is structured as
8 a lease --

9 **THE COURT:** Right.

10 **MR. ROSENBERG:** -- as is the case with the Brentwood
11 School, as is the case with UCLA, revenues from that lease go
12 into VA's lease revenue fund and stay on the campus.

13 And I'll note that in light of the Court's order,
14 voiding leases, VA is facing obviously a financial situation,
15 because it's -- may potentially no longer be receiving funding.

16 That said and as for the motion itself, which is both
17 a motion to convert the Court's injunction essentially and a
18 motion to intervene at this time, the Government takes no
19 position one way or another.

20 **THE COURT:** Okay. Let me ask you something and
21 this --

22 **MR. CARDOZO:** May I say something, Your Honor?

23 **THE COURT:** Certainly.

24 **MR. CARDOZO:** I just want to be clear that this
25 motion is not looking to relitigate the underlying issue

1 whether UCLA's complaint and so on. So if they want to respond
2 and all that in seven days, that's okay. We were just hoping
3 we could find a way to end the lock out. That's what the heart
4 of this motion is, the proposal, a working solution going
5 forward.

6 All of those other issues can stay on the table, we
7 can do that. You don't need to agree that the lease is
8 compliant or not compliant or with anything I'm saying, all you
9 need to conclude is that the proposal put forth now is better
10 than the current injunction because it gives more to veterans
11 and doesn't harm third parties. And that's all we're looking
12 for today as a temporary solution.

13 **THE COURT:** Any response by any part?

14 **MR. SILBERFELD:** No, Your Honor.

15 **THE COURT:** All right. Thank you.

16 What would you like to discuss next?

17 Oh, by the way, for both of you and this is -- it's
18 dawning on me that you must have discussed this effort to keep
19 the funds local. You don't have to tell me that. But it's
20 becoming self-evident now.

21 If a contribution is made by Brentwood School
22 directly to the 1886 Fund, then doesn't that avoid the problem,
23 and the problem that we were running into was this seven year
24 string that had funds coming in that is causing a problem for
25 DOJ, but if that is 3 million directly going from Brentwood to

1 the Chapel, I'm throwing it out there, I'll leave that to all
2 of you to discuss.

3 The other thing is, remember on the Chapel they had a
4 budget of 22 million --

5 **MR. SILBERFELD:** Right.

6 **THE COURT:** -- they were at 20 million, right? Have
7 you ever seen anything come in on budget yet lately? Now, I'm
8 just joking about that, but remember that they also, and I'm
9 not joking about that, they're going to run into probably some
10 cost overruns.

11 Number two, they gave up the healing portion that
12 they wanted. When the clergy gathered together of different
13 denominations, apparently they want this healing hall, and that
14 healing hall was put aside in the \$22 million. That's actually
15 \$27 million and I have to --

16 **MR. SILBERFELD:** That's about right.

17 **THE COURT:** Yeah. And this is a great opportunity to
18 give, you know, inter-denominational chapel and get that
19 healing hall and so I'm just tossing out to you, we may not
20 have a problem, there may be a way of keeping that 5 million
21 local and that we give them 25 million plus their fundraising
22 effort, maybe they can get that healing hall at the same time,
23 that we've got to -- I just toss that out. I'm not saying that
24 the Court understands if that's the best solution, but you
25 might think about that, okay, might avert the whole problem.

1 **MR. SILBERFELD:** Okay.

2 **THE COURT:** Now, where would you like to go next?

3 **MR. SILBERFELD:** So over the span of the last week
4 and a half or so we have exchanged forms of judgment.

5 **THE COURT:** Okay.

6 **MR. SILBERFELD:** And our request is that a form of
7 judgment be entered by the Court soon once it has an
8 opportunity to review these.

9 **THE COURT:** Okay.

10 **MR. SILBERFELD:** There are two --

11 **THE COURT:** Has that been filed with me yet?

12 **MR. SILBERFELD:** It has not.

13 **THE COURT:** Because I --

14 **MR. SILBERFELD:** I want to hand it up --

15 **THE COURT:** I saw this last -- this morning when I
16 got up, the filing by UCLA --

17 **MR. SILBERFELD:** Right.

18 **THE COURT:** -- but I'm not aware --

19 **MR. SILBERFELD:** No, no, we haven't handed these up
20 because I wanted to talk with the Court about it and
21 Mr. Rosenberg will correct me if I misstate something. But in
22 short, Your Honor, and I've given counsel copies --

23 **THE COURT:** Do you want to just put it up on the Elmo
24 so we can all see it?

25 **MR. SILBERFELD:** Yeah, we can do that too.

1 **THE COURT:** Yeah, why don't you do that. Okay.
2 Thanks a lot.

3 This is the first time I'm seeing this, counsel.

4 **MR. SILBERFELD:** Right.

5 **(Pause)**

6 **MR. SILBERFELD:** So, Your Honor, there's only two
7 differences between the plaintiff's version, which is the one
8 on the screen right now and the one that VA has prepared as the
9 federal defendants version.

10 And I want to talk to the Court about what those two
11 differences are only, because in all other respects, these are
12 identical.

13 **THE COURT:** Okay.

14 **MR. SILBERFELD:** Okay?

15 There's a disagreement between us as to the class
16 definition that is used in the final judgment. At lines 6 and
17 7 where I've put my pen, the plaintiff's version adopts the
18 language of both the class certification order and the Court's
19 opinion at page 40 of the Court's opinion and the additional
20 language that is in the plaintiff's version that does not
21 appear in the defense version, the federal defendants' version,
22 are the words at the end of line 7, and homeless veterans who
23 have been or remain unhoused or are at risk of being unhoused,
24 those words are the only difference on this page between the
25 plaintiff's version of the judgment and the federal defendants'

1 version.

2 **THE COURT:** I see, okay.

3 **MR. SILBERFELD:** And the reason for that difference
4 is, we adopt what the Court wrote in its opinion at page 40. I
5 think it's line 1, 2 or 3, I don't have that directly in front
6 of me, but I know it's on page 40 at the very top of the page.

7 So that's the one difference between the two forms of
8 judgment. The second difference which appears at page 4 it
9 relates to the injunctive relief portions of the judgment and
10 what particular portions of paragraph 251 of the Court's
11 opinion describe injunctive relief.

12 And the difference between the two versions has to do
13 with whether subparagraph M of paragraph 251 is in or out for
14 injunctive relief purposes.

15 Now, this takes a moment to explain. Subparagraph M
16 is the subparagraph that described the financing arrangements
17 that pertain to the development of permanent supportive
18 housing. And there was an error in our findings of fact and
19 conclusions of law that we corrected I think two days ago by
20 the filing of a notice of errata.

21 Originally, that particular subparagraph said that
22 the VA is ordered to use, and I'm paraphrasing, the most
23 efficient and least expensive means of financing and it had the
24 word conventional financing in there.

25 That was the mistake. Because what we intended and

1 what I believe the Court's intent was that VA use the most
2 efficient forms of any kind of financing --

3 **THE COURT:** Right.

4 **MR. SILBERFELD:** -- whether it's low income housing,
5 tax credits or otherwise.

6 **THE COURT:** Of the three options --

7 **MR. SILBERFELD:** Correct.

8 **THE COURT:** -- the tax credit scheme or the --
9 presently in effect or the small market rate --

10 **MR. SILBERFELD:** Right.

11 **THE COURT:** -- and/or direct financing.

12 **MR. SILBERFELD:** So that was an error on our part.

13 **THE COURT:** I see.

14 **MR. SILBERFELD:** Including that word conventional,
15 that was the errata that we filed two days ago and having filed
16 that errata, we believe that subparagraph M should, in fact, be
17 included in the judgment and the version from the federal
18 defendants does not have subparagraph M in there and they can
19 state for themselves the reasons for that. But those are the
20 only two differences between these forms of judgment.

21 **THE COURT:** What about number 4, when you go down to
22 line 15?

23 **MR. SILBERFELD:** Well, that's a placeholder with
24 something having to do with Brentwood. And if Brentwood ends
25 up being a settlement, which will result in a settlement

1 agreement and a motion practice --

2 **THE COURT:** And that's my question, how do --

3 **MR. SILBERFELD:** -- we won't need --

4 **THE COURT:** -- I find -- how do I sign this final --
5 this judgment without resolving Brentwood? In other words,
6 I've got this blank --

7 **MR. SILBERFELD:** Right.

8 **THE COURT:** -- and why am I doing that now until I
9 get a resolution concerning Brentwood. Which I think we're
10 going to get a lot of feedback Monday and I think that that's
11 going to give Brad time to go back to DOJ and see what the
12 opposition is. It sounds to me like really what we're worried
13 about right now is can we keep this money local and how do we
14 that if we can --

15 **MR. SILBERFELD:** Right.

16 **THE COURT:** -- without violating some of the
17 guidelines.

18 **MR. SILBERFELD:** So I do think we need to wait maybe
19 a day or two --

20 **THE COURT:** Yeah.

21 **MR. SILBERFELD:** -- what we do with Brentwood and
22 then we can --

23 **THE COURT:** We're going to take this up -- let's make
24 this easy. Let's take this up Monday at 1:30.

25 **MR. SILBERFELD:** Fine.

1 **THE COURT:** That way through the weekend, you've
2 looked at it, you can give me a better time frame, but I don't
3 think if I sign this on Sunday it's going to make any
4 difference frankly, so --

5 **MR. SILBERFELD:** We would ask --

6 **THE COURT:** -- either way.

7 **MR. SILBERFELD:** -- actually that you not do that
8 until we resolve the Brentwood issue.

9 **THE COURT:** Yeah. So let's leave that on the table,
10 okay?

11 **MR. SILBERFELD:** Okay. Then lastly, when we were
12 here on Wednesday the Court had a discussion with VA people,
13 with our experts --

14 **THE COURT:** Yeah, where's UCLA? I wanted them to be
15 part of this. I don't want them to be surprised.

16 **MR. SILBERFELD:** I believe he's left.

17 **THE COURT:** Could somebody see if you can ask the
18 gentleman to come back, just out of courtesy. You know, he
19 might as well hear it in real time rather than rumor, the
20 Court, you know, asking Mr. Johnson, Mr. Soboroff and asking
21 the VA how we can get this done. Because if we can't move on
22 this lot that's already paved, it's the most economical. It's
23 not permanent, it's got utilities, and what kind of problems
24 are we going to run into with just the first 230 that we have
25 to pave and if we can get 70 veterans off the street before the

1 rains come, let's try to do that.

2 So I don't want him to be surprised. See if he's
3 still in the building. You know what he looks like, don't you?
4 You'll see for a moment and if he's gone that fine, but could
5 you wait just a moment? Just out of courtesy.

6 **MR. SILBERFELD:** If I had his cell phone number I
7 would call him, but I don't.

8 **THE COURT:** Okay. Let's see, he may be gone.

9 **(Pause)**

10 **MR. SILBERFELD:** We checked the hallway and it
11 appears he's gone.

12 **THE COURT:** All right, then let's continue on. I
13 just wanted to be courteous. If anybody has the gentleman's
14 number, you might give him a call, just out of courtesy.

15 All right, counsel.

16 **MR. SILBERFELD:** So on Wednesday, the Court asked the
17 parties to confer. We did. We were unable to reach agreement
18 about immediate next steps to provide temporary supportive
19 housing in the very near term. And we at least agreed to
20 disagree to this extent. We prepared these two emergency
21 orders, and I can describe the differences between the Court --
22 for the Court.

23 **THE COURT:** Have these been filed? Are these on my
24 docket?

25 **MR. SILBERFELD:** They have not been filed yet.

1 **THE COURT:** Okay.

2 **MR. SILBERFELD:** They were provided to counsel for
3 their review and comment. They will have, as I understand it,
4 objections to these. But let me go over what they are.

5 So when we were here the other day, the Court wanted
6 a fairly immediate plan for how to get some housing started.
7 And for that purpose, we created the two emergency orders that
8 are different. They cover different subjects, which is why
9 there are two of them. But both of the orders pertain to the
10 Court's opinion that it is urgent that something be done.

11 **THE COURT:** Okay.

12 **MR. SILBERFELD:** All right? So the first order --

13 **THE COURT:** Order number one.

14 **MR. SILBERFELD:** Order number one.

15 **THE COURT:** Is this plaintiff's or DOJ's?

16 **MR. SILBERFELD:** Sorry?

17 **THE COURT:** Is this -- order number one, is this
18 plaintiff or DOJ?

19 **MR. SILBERFELD:** These are all plaintiff orders.

20 **THE COURT:** Okay.

21 **MR. SILBERFELD:** There is no counterversion of it, as
22 I understand it, but there will be an objection stated in a
23 moment.

24 **THE COURT:** Okay. To both?

25 **MR. SILBERFELD:** It's my understanding, yes. To

1 both.

2 So as to emergency order number one, the preamble is
3 the same in both orders, by the way. And then over on page 2,
4 we provide in this order, because of the approach of winter and
5 the urgent need to get people off the street, that by next
6 Friday, VA provide to the Court, the Court's monitor, and
7 plaintiff's expert, the following information with respect to
8 the parcels identified in the attached map. And the Court will
9 see that there is a map attached, and the parcels on that map
10 that are in magenta, the reddish color, are the parcels for
11 which we ask the court to order VA to provide the information
12 that's listed in items A, B, and C under paragraph number one
13 of this proposed order. Essentially, what's being asked for is
14 the infrastructure information about the placement of temporary
15 supportive housing on those magenta parcels that are attached
16 to the order.

17 **THE COURT:** Now, let me stop, because I'm looking at
18 this for the first time and --

19 **MR. SILBERFELD:** Sure.

20 **THE COURT:** -- well, if I'm looking at proposal
21 number one --

22 **MR. SILBERFELD:** Yes.

23 **THE COURT:** -- what you're asking for is an updated
24 infrastructure map.

25 **MR. SILBERFELD:** Correct. Yes.

1 **THE COURT:** Which means we wouldn't be dealing with
2 red lines. For instance, we might have a green line for our
3 sewer.

4 **MR. SILBERFELD:** Correct.

5 **THE COURT:** But the VA represented, Brad, earlier on,
6 that you might not have that. When one of the witnesses
7 testified, I wasn't certain if that pertained to where the
8 locations are concerning 209, 208, 205, and then down to 401
9 and that new construction, or if that also pertained to South
10 Campus, and now, in particular, the minimally acre-and-a-half
11 parking lot. I don't know that the VA has those.

12 So when I make a kind of order, I should kind of be
13 able to enforce it. And so I may be asking the impossible,
14 frankly, but at least I need a response to update this. And,
15 Brad, how would we get that without the Court making an onerous
16 order that you might not be able to comply with in good faith?
17 I mean, we're trying to work together on this.

18 **MR. ROSENBERG:** Yeah, this was actually one of our
19 objections, the very issue that the Court has identified. And
20 maybe I can just start, and I know that the Court has made this
21 clear, but I just want the record to be crystal clear, that we
22 object to the entry of either of these orders in their
23 entirety --

24 **THE COURT:** Understood.

25 **MR. ROSENBERG:** -- in order to preserve any potential

1 ability to challenge the orders on any appeal that the
2 Solicitor General may authorize.

3 And we also object to these orders because it seems
4 that we're in a fundamentally different place based on what has
5 occurred in the last couple of days than we were last week.

6 Last week, we were discussing the development of
7 temporary housing on the South Campus, and there were
8 productive conversations, again, subject to our objections,
9 about a path forward on a time frame, and based on the
10 developments of the last two days, that time frame has been
11 substantially accelerated with different locations.

12 **THE COURT:** Right.

13 **MR. ROSENBERG:** So with those two general objections
14 to the entry of either of these orders, on Paragraph 1, we do
15 have the concern that the Court has identified because that
16 paragraph is vague. We don't -- VA can provide the
17 infrastructure information that it can identify and that it
18 currently has in its possession. But if the paragraph is to be
19 construed that VA needs to, for example, conduct new surveys or
20 updated surveys, that would literally be impossible for VA to
21 comply with.

22 So at minimum, that language needs to be clarified
23 for VA to only be required to provide the information that it
24 currently has possession of.

25 **THE COURT:** It's dangerous for me to say this out

1 loud, but if I do, then we've got transparency going, okay, and
2 then push back. Can either one of you tell me any better
3 parcel that is available right now than that acre and a half at
4 UCLA or a portion of that, I'm going to say back area that's
5 divided between cemetery, because I know I've got power. I
6 know I've got sewage and water in there. And every other
7 parcel we've looked at, with the exception of that one parcel
8 that's paved down by South County, it's all unpaved.

9 And so if we were just trying to get some veterans
10 off the street, however many, if I ignore that parcel, then
11 I've got to go down to the building with limited parking down
12 here, or I've got to tear out the solar panels, which take
13 time. I've got to lay some kind of foundation down. All
14 that's going to take time. And it seems silly if we have a
15 parcel ready to go that we can't get 40, 50, or 60 people off
16 the street.

17 **MR. SILBERFELD:** There are three parcels that fit
18 that description.

19 **THE COURT:** Well, okay, now hold on. One of those is
20 the acre and a half at UCLA.

21 **MR. SILBERFELD:** Yes.

22 **THE COURT:** Another is, I'm going to call it a half
23 parcel because the VA has it divided out, but it's about -- it
24 looks like to be about three acres when I took the photo,
25 another acre and a half back by the cemetery. Now, I haven't

1 walked off from the freeway, whether that's 500 feet or not.
2 Where's the second part or third parcel that could be?

3 **MR. SILBERFELD:** It's that triangle-shaped parking
4 lot --

5 **THE COURT:** Exactly.

6 **MR. SILBERFELD:** -- on the south side.

7 **THE COURT:** Time out. Exactly. And so why aren't we
8 minimally trying to look at the infrastructure instead of
9 solving all the world's, you know -- why can't we look at that
10 infrastructure on those three parcels, I mean, really, very
11 quickly, and why can't we get modular homes in there, because
12 we can move them. They're not permanent.

13 Now, come on, Mr. Soboroff, Mr. Johnson, and you
14 folks from the VA, I know you don't want necessarily them
15 guiding us, but let them guide us a little bit. Why can't we
16 do that?

17 Hey, if we get 60 or 70 people off before the rains
18 come, I'm going to be extraordinarily complimentary and
19 extraordinarily pleased because at least we're starting. And
20 if we can't do this, I don't see how we wrestle with 233 spaces
21 and paving and all the problems that can occur.

22 **MR. SOBOROFF:** Judge, we did two months' work in 24
23 hours.

24 **THE COURT:** Okay.

25 **MR. SOBOROFF:** And let me explain to you. And let me

1 explain to you one thing that you've said that I'm not sure of,
2 which has been the reason why we felt as long as we were going
3 to examine parcels 7 and 8, why not examine parcels 1, 2, 4A,
4 4, and 5.

5 **THE COURT:** Okay, just a moment. 7 and 8 --

6 **MR. SOBOROFF:** The two you were talking about.

7 **THE COURT:** -- for my record, are going to be --

8 **MR. SOBOROFF:** I'm sorry, that's a B. I have bad
9 eyes. 7 and B. UCLA and the piece next to the columbarium.
10 That's what you were talking about.

11 **THE COURT:** Let's start again. You examined 7 and 8.

12 **MR. SOBOROFF:** No, B. 7 and B, the UCLA parking lot.

13 **THE COURT:** Just a moment. No, no, just a moment. B
14 is the actual stadium.

15 **MR. SILBERFELD:** No.

16 **MR. SOBOROFF:** No.

17 **THE COURT:** No?

18 **MR. SILBERFELD:** It's the parking lot adjacent.

19 **MR. SOBOROFF:** We've redefined --

20 **THE COURT:** Timeout.

21 **MR. SOBOROFF:** It's the magenta B. Magenta B.

22 **THE COURT:** No, no, no. I want you to look at
23 yellow, baseball diamond, and that is a black B. I don't care
24 what you say. That is a black B, all right? So when you say
25 B, there are two Bs there. One B is in yellow, one B is in

1 chartreuse.

2 **MR. SOBOROFF:** A magenta.

3 **THE COURT:** So you examined chartreuse B.

4 **MR. SOBOROFF:** Yes, sir.

5 **THE COURT:** And you examined chartreuse 7.

6 **MR. SOBOROFF:** And?

7 **THE COURT:** No, hold on, slow down. I've got a
8 record to create here. You examined chartreuse B and
9 chartreuse 7. Yes or no?

10 **MR. SOBOROFF:** Yes, that's what we --

11 **THE COURT:** Now slowly. You also examined, slowly
12 for my record, in South Campus, which ones?

13 **MR. SOBOROFF:** South Campus 1, 2, chartreuse -- I
14 don't know how to pronounce that, but 1, 2, 4A, and 4, and also
15 back on the North Campus, 5.

16 **THE COURT:** All right. Just a moment. Is my yellow
17 marking showing up on your screen? I got dots?

18 **MR. SOBOROFF:** Yes.

19 **THE COURT:** You see those -- do you see those dots?

20 **MR. SOBOROFF:** 1, 2, 4A, 4, and then --

21 **THE COURT:** I just want to know when I'm poking the
22 screen, it's coming up on your screen.

23 **MR. SOBOROFF:** You poked it correctly.

24 **THE COURT:** Okay, those are the lots you examined.

25 **MR. SOBOROFF:** Okay.

1 **THE COURT:** And by the way, you should have looked at
2 that.

3 **MR. SOBOROFF:** Okay. The reason is you said that we
4 know a lot about the utilities and on 7 and B plus or
5 chartreuse B, and what we're saying is we think we know the
6 same on all those parcels and we don't know what we're going to
7 come up with, also why not do them all and find out which ones
8 pop first?

9 So what we've done in addition to this, in addition
10 to this -- because to me, it goes -- it is impossible for me to
11 understand that there aren't utility plans at the hospital, at
12 the VA. In those roads are utilities. We can research them.
13 They can research what they have. All we want is what they
14 have, so when we do the rest of the research, we don't have to
15 do the same stuff over again. Number one.

16 And number two is, again, we're not sure which ones
17 are going to be -- you wanted to do the fastest and the
18 easiest. We felt -- so we are doing, and we have another page.
19 We've already started doing layouts on each of these parcels
20 with the number of homes and how they would be laid out and the
21 footprints, all the things you talked about before. There are
22 people working on those now, but we've already got some of
23 those here. That ordinarily would take a month. And we have
24 them. We want to make sure that our numbers are right.

25 So if you want 300, which parcels would we use? If

1 you want 200, which parcels will we use? And if there are real
2 reasons that we all agree that certain parcels are going to be
3 harder than others, we'll come up with that. But we've already
4 checked as far as we've been talking to the county. We've been
5 talking to processes of self-certification. We've been talking
6 about how they need to be attached to the ground, how they get
7 to be moved.

8 We found out that sometimes the utilities, Your
9 Honor, can be above the ground instead of below the ground, so
10 it can move even faster. So what we're trying to do, we felt
11 in our conversations, which were held -- this was over a period
12 of yesterday. There is a difference between Yom Kippur and
13 Rosh Hashanah. You can work on Rosh Hashanah. You can't work
14 on Yom Kippur.

15 But we felt, why not examine all of these? And you
16 may come up and say, well, probably -- you know, if -- probably
17 B chartreuse is the first one, but maybe not. We've also
18 started -- we've also started looking at --

19 **THE COURT:** Here's why. Because I don't want to slow
20 down the process when I have pavement already down.

21 **MR. SOBOROFF:** I'm not so sure it slows down the
22 process. I'm not so sure that in certain cases, pavement may
23 not slow down the process as we got to tear it out. That's my
24 point.

25 **THE COURT:** Okay.

1 **MR. SOBOROFF:** We haven't had a chance to make those
2 recommendations. Why do you say that?

3 **THE COURT:** I'm going to take out 5. I don't know
4 how to take it out. There, gone.

5 **MR. SOBOROFF:** Okay.

6 **THE COURT:** It's gone.

7 **MR. SOBOROFF:** Yeah, we added that in last, just for
8 your information.

9 **THE COURT:** I'm not going to require the DOJ to go
10 look at 5.

11 **MR. SOBOROFF:** Okay.

12 **THE COURT:** Number two, with all due respect, I don't
13 believe it. I don't believe, and I'm going to tell you bluntly
14 because you and I love to talk to each other, right?

15 **MR. SOBOROFF:** Yeah.

16 **THE COURT:** I don't believe that it's quicker to look
17 at 7 -- I'm sorry, 1 and 2 with solar panels already on the
18 property that have to be removed, and I don't believe that it's
19 quicker to put down some kind of foundation on dirt that you
20 have to do than it is on 7, 8, and this one right here that I'm
21 putting multiple dots on, that line.

22 **MR. SOBOROFF:** Drainage.

23 **THE COURT:** No, I don't care what you say. I don't
24 believe it. Okay? Bottom line. Somebody has to make a
25 decision. I just made it.

1 Number two, I agree with you that the government
2 should be able to supply to the Court some update concerning
3 the infrastructure around this hospital. It's ridiculous that
4 we're undergoing an expansion and we don't know what's there
5 because South Campus is newer in a sense. We've got better
6 records than North Campus. So I don't see why it's reasonable
7 that 1, 2, 4A, and 4 aren't examined at the same time.

8 But I don't want to hold the government in contempt.
9 I don't want to get you in a box where you're ordered by the
10 Court to do something that in good faith you're trying to do.

11 So here's my request, which means an order. You're
12 going to look at 7, 8, and right here. With all this
13 infrastructure that I keep pointing.

14 **MR. SOBOROFF:** Wait. I don't see the --

15 **THE COURT:** See it?

16 **MR. SOBOROFF:** 4A.

17 **THE COURT:** Got it right there? That parking lot
18 right there that we don't have colored in.

19 **MR. SOBOROFF:** Well, but that's not the parking lot.
20 The parking lot's --

21 **THE COURT:** No, that's already paved.

22 **MR. SOBOROFF:** Okay.

23 **THE COURT:** You're going to look at all of the paved
24 portions because I'm not accepting that you can move quicker
25 with unpaved portions and remove solar panels. But number two,

1 I am at some point talk to Brad after he makes a good faith
2 effort to look at them, so I'm not making some kind of order at
3 1, 2, 4A, and 4.

4 In other words, you're going to get that information.
5 I just don't want to write an order to the government that you
6 must do this by Friday in good faith, Brad.

7 So I'm going to request that you look at 1, 2, 4A,
8 and 4, but I am going to order, and I'll send it out tonight,
9 that you look at 7, that you look at chartreuse B, and that you
10 look at this yellow already parking lot because I don't care
11 what you say. We don't have to remove anything. It's there.
12 And I know that you could tell me that you could do it quicker.
13 I don't believe it. So if somebody makes a decision, that's
14 the decision. You're going to look at the paved areas first.

15 **MR. SILBERFELD:** I can redraft the order and resubmit
16 it.

17 **THE COURT:** Yeah, please.

18 **MR. SILBERFELD:** All right.

19 **THE COURT:** And I'm going to request the government
20 to take a look at 1, 2, 4A, and 4 out of courtesy, Brad, so
21 that we're not in a box with the Court, because we do have some
22 pretty outdated records out there, North Campus. But we -- and
23 MacArthur Field, we know those red lines are green. But we
24 have to have some pretty good records down here by the
25 hospital. So it's a request.

1 **MR. ROSENBERG:** May I?

2 **THE COURT:** Yes.

3 **MR. ROSENBERG:** I mean, just to be clear, we can
4 collect and provide whatever records we have. And I suspect
5 the records on the South Campus are going to be more recent,
6 because that's where the development is taking place for the
7 new critical care tower. You sometimes don't know exactly what
8 you will find until you search for them. We're willing to
9 search for them. We just want to make sure that there's no
10 expectation that VA do the impossible and go out and update its
11 records in the next short term.

12 **THE COURT:** So I'd ask you to update them, I'm asking
13 you to produce them. So the order that I want you to draft is
14 as follows, Roman.

15 The Court is ordering on all paved parking lots that
16 the Court gets infrastructure from sewer, lighting, water, et
17 al., by -- and then give me a date that you two agree on next
18 time we're in court.

19 **MR. SILBERFELD:** I said that --

20 **THE COURT:** No, you two talk about that.

21 **MR. SILBERFELD:** Next Friday.

22 **THE COURT:** I'm going to request initially, in good
23 faith from the VA, counsel, listen. I'm requesting on these
24 unpaved areas, so we're going to put you in a box. 1, 2, 4A,
25 and 4, and let's go from there. Okay? Because I know I need

1 foundations for modular, and here's the benefit. These
2 modulars can be moved. You might come back in the future and
3 say, you know what, Judge, we put these down temporarily in
4 chartreuse B, but really we'd like that for long-term
5 supportive housing.

6 **MR. SILBERFELD:** Right.

7 **THE COURT:** And number two, it fits with what
8 Dr. Braverman was saying, because remember he kept saying
9 during the trial, I would really like to move my temporary,
10 Judge, north. I kind of pushed back and said, well, I'd like
11 some of your temporary near the hospital, especially for acute
12 substance abuse or traumatic brain injury, because those folks
13 need the treatment closest to the hospital, but there's a
14 concern about the construction, et cetera. So this would serve
15 Dr. Braverman's purpose of moving some north, and if we can't
16 get 60 structures in here before the rains, something's wrong.
17 Something's really wrong. We're going to run into problems
18 233, so let's get going.

19 Now, that requires the VA's cooperation, and I think
20 they're cooperative, so I just don't want you in a box with
21 this order where it appears that you haven't complied. I'm
22 requesting, to be clear, 1, 2, 4A, and 4. That's a request.

23 I'm ordering 7, chartreuse B, and that yellow blob
24 right there, which is a parking lot.

25 **MR. SILBERFELD:** Okay. Can I offer --

1 **THE COURT:** I -- whatever --

2 **MR. SILBERFELD:** Can I offer two friendly amendments?

3 **THE COURT:** Sure.

4 **MR. SILBERFELD:** 4A is a paved parking lot.

5 **UNIDENTIFIED SPEAKER:** The yellow is houses.

6 **THE COURT:** No.

7 **MR. SILBERFELD:** Yes.

8 **THE COURT:** Well, put up that other map you showed
9 me, because it was a good --

10 **MR. SILBERFELD:** That's the one that's been referred
11 to as the Metro lot, Your Honor.

12 **THE COURT:** Oh, my apologies. Is that going to be
13 our Metro lot?

14 **MR. SILBERFELD:** That's the Metro lot.

15 **THE COURT:** Okay. See that? We just did that.
16 There.

17 **MR. SILBERFELD:** Yeah.

18 **THE COURT:** Got it? Now, my dad -- what you don't
19 know, I'm no expert, but my dad used to run a paving business.
20 He went broke. So I know what asphalt looks like. He used to
21 shovel it, okay? I don't know what cement looks like, believe
22 it or not. And so, (indisc.), with all due respect, which
23 always means when somebody says that to me, I'm concerned. I'm
24 not buying the fact that this takes quicker, and you can work
25 simultaneously on that.

1 I think we get the cooperation. We don't have to
2 order the government to do anything. They're going to be in
3 good faith on this, for goodness sakes.

4 **MR. SILBERFELD:** So I'll redraft the order that all
5 paved lots, and then a request for the non-paved.

6 **THE COURT:** Now, the UCLA is here. Thank you for
7 returning. I didn't want any discourtesy. Come on up here.
8 Join this happy family, although you're not very happy right
9 now.

10 **MR. CARDOZO:** And I apologize if it was --

11 **THE COURT:** No, no, no, no. This affects you.

12 **MR. CARDOZO:** -- in the business, so to speak.

13 **THE COURT:** Remember, we're here because the VA said
14 we didn't have enough land.

15 **MR. CARDOZO:** Understood.

16 **THE COURT:** I don't know that we ever would have
17 gotten to UCLA. I don't know if we ever would have gotten to
18 Brentwood. I don't know if we would have ignored this, because
19 when Mr. Soboroff came in and Mr. Johnson, they didn't even
20 have this on their radar in terms of Brentwood with our initial
21 presentation. I couldn't figure out why, but you didn't.

22 This could affect you, and I want this courtesy to
23 you. I'm ordering right now that they look at 7, chartreuse B,
24 and 4A. And although you'll disagree, the reason for that is
25 those parking lots that are already paved. They're paved.

1 These are modulars going in. I can pick them up and move them
2 in the future. I don't know if this is going to turn out to be
3 long-term supportive housing or not, which UCLA would be very
4 concerned about, even more than modular.

5 But I know right now, as long as it's represented to
6 me that I've got limited space on this campus, until somebody
7 comes up with enough room for an additional 1,800 and 750, then
8 I'm looking at UCLA and I'm looking at Brentwood and I'm
9 looking at every single piece of property. And I wanted you to
10 hear that.

11 **MR. CARDOZO:** Yeah. Because I actually -- keeping
12 this discussion solutions-focused, here's what I would suggest.

13 If you conclude you've got to have those lots, you
14 need it ahead of the 12 months UCLA is requesting, what I would
15 suggest, again focused on a win/win, that would come as an
16 order from you, not something UCLA agrees or acquiesce, but
17 just take the lot, take the money that UCLA put in its
18 proposal, and say, UCLA, you get back in the stadium. If you
19 pay this additional amount, you pay these services. It's an
20 order of the court, not an agreement from UCLA, but it's a
21 win/win. The veterans get more, we end the lockout --

22 **THE COURT:** Okay.

23 **MR. CARDOZO:** -- and you grab your lot back if you
24 need it.

25 We don't know what is actually needed and whether it

1 needs to happen at 12 months. We are not here to stand in the
2 way of any of the good things Your Honor is trying to do.
3 We're looking for solutions today that end this lockout.

4 **THE COURT:** Okay. Okay, now, for all of you,
5 remember also, though, the Court's confronted with the
6 following. Remember these lay-down lots?

7 Well, the VA also took the position initially that we
8 needed 1, 2, 4A, safe parking over here, here, here, as lay-
9 down lots. And then you came into the case and said, Judge,
10 they only need two acres. I mean, if I wanted to, quite
11 frankly, I could take and recommend to you this, right in front
12 of the mansion. It's dirt with a bunch of trees. I mean,
13 there's all sorts of room out here.

14 Now, I know you don't want that, but there is more
15 than enough room to construct 1,800 additional, but the VA has
16 taken the position so far that there's not. It would be
17 interesting if the lawsuit would have started with, we can do
18 that, but -- but it hasn't. It's taken now into Brentwood and
19 into UCLA. So as long as the VA maintains that position. And
20 I want some guarantees if we ever get there that this isn't
21 going to run into a problem with permitting and some other
22 obstacles. And I don't think Brad and Cody are in the position
23 right now that they can say that. They don't know what
24 problems it could run into.

25 Okay, now, what else do we need to do?

1 **MR. SILBERFELD:** So there's one additional friendly
2 amendment to the order.

3 **THE COURT:** Okay.

4 **MR. SILBERFELD:** And that is that the Triangle Lot 5
5 is a surface-paved parking lot.

6 **THE COURT:** Yeah, it is. But I'm concerned about
7 that because it's over here by itself.

8 **MR. SILBERFELD:** It's right next to CTRS. It's right
9 next to the tiny sheds. And so we thought that was a suitable
10 place to put housing because there are services nearby. And
11 all we're asking in this order is for the infrastructure
12 information. We're not asking that these actually be built.

13 **THE COURT:** Okay. We'll consider 5. Write it into
14 the order.

15 **MR. SILBERFELD:** I will.

16 **THE COURT:** But I'm not trying to trap Cody or Brad
17 into something if you can't get it, okay?

18 **MR. SILBERFELD:** Okay.

19 **THE COURT:** Now, what are we going to do? Hold on.
20 You haven't even thought through the following.

21 Look, we've got all sorts of folks out there in tiny
22 sheds. And all of a sudden, we get 60 or 70, 400 square foot
23 modules. If I was in a tiny shed, I'd be saying, you know
24 what? You want to get a veteran in off of Skid Row or, you
25 know, Figueroa? Hey, I've been sitting in here for forever.

1 What about me?

2 So what are we going to do if we take 60 or 70
3 modules with those folks who have been sitting in the tiny
4 homes, I think there's a strong argument that all we've done is
5 move people from tiny homes to better accommodations, but we
6 haven't gotten anybody else off the street until we put them
7 back in those tiny sheds.

8 And Mr. Johnson and Mr. Soboroff, I hear you loud and
9 clear. Why do we want to do that? So if we move on all three
10 of these, I want your estimate now of the following.
11 Chartreuse B, 7, and 4A. Why don't you calculate that for me
12 and tell me how much of the 400 square foot module you can put
13 in there? Now take your time with it.

14 **MR. SILBERFELD:** We actually have an example which we
15 can show the court.

16 **THE COURT:** Oh, great. Put it on the Elmo.

17 **MR. SILBERFELD:** So this is not any of these three
18 parcels, but it is a parcel approximately the size of
19 chartreuse B.

20 **THE COURT:** Okay.

21 **MR. SOBOROFF:** This is the solar lot one. First
22 solar.

23 **THE COURT:** Thank you. Oh, that looks great.

24 **MR. JOHNSON:** This is a -- hold on one second, Roman.
25 It's a 14 by 33 module that gets placed that is very similar to

1 what has been done on some other projects.

2 **THE COURT:** 14 by 33?

3 **MR. JOHNSON:** Yes.

4 **THE COURT:** That's a good size.

5 **MR. JOHNSON:** There could be a front porch on this
6 that would extend it out a bit.

7 **MR. SILBERFELD:** Wonderful.

8 **MR. JOHNSON:** Yeah.

9 **MR. SILBERFELD:** So this is a layout plan that was
10 done by our planners yesterday and this morning. It is a 1.7-
11 acre parcel. For comparison purposes, the parking lot on the
12 UCLA property is 1.6 acres, so it's roughly the same size.
13 This allows for 36 units, roughly 400 square feet each.

14 **THE COURT:** Now hold on.

15 **MR. SILBERFELD:** And an amenity building.

16 **THE COURT:** Now hold on, I want to deal with human
17 beings for a moment, not units. I want to deal with human
18 beings, got it? All right.

19 If I'm dealing with human beings, how many people are
20 we putting in there? Are we putting in 36? Are we putting in
21 72? What are we putting in there?

22 **MR. SILBERFELD:** Somewhere between 36 and 72, but --

23 **THE COURT:** Now, my answer.

24 **MR. SILBERFELD:** No more -- no more than 72.

25 **THE COURT:** Well, I know that. Come on, now let's do

1 this again. I know we're not putting in more than two.

2 **MR. SILBERFELD:** Right.

3 **THE COURT:** How -- what is your recommendation to the
4 Court? How many people are we going to take off the street or
5 move from these tiny homes?

6 **MR. SILBERFELD:** I think the evidence that we have, I
7 think from Mr. Kuhn actually, is that 90 percent --

8 **THE COURT:** Mr. Kuhn, come on up and help us. What
9 would you recommend?

10 **MR. SILBERFELD:** 90 percent are single occupancy.

11 **THE COURT:** No, I want to hear from Mr. Kuhn. What
12 would you recommend?

13 **MR. KUHN:** That's correct. So at least 90 percent
14 would be for individuals. I think one of the things we also
15 want to think about as we're putting in this transitional
16 housing or temporary housing is where we want to site it is not
17 just an engineering problem.

18 **THE COURT:** Right, right.

19 **MR. KUHN:** We want to think about how it's going to
20 impact other areas or other people living on the campus. So --

21 **THE COURT:** Well, I've got all sorts of problems. My
22 main problem is getting people out of the rain. All the other
23 problems are inconsequential to me. Okay?

24 Now, 90 percent of what? How many people --

25 Mr. Kuhn, come back here. You're used to higher math. Give me

1 a number. How many human beings, not 90 percent of something.
2 How many human beings can we put into this 1.7?

3 **MR. KUHN:** If it's 36 units, 90 percent, so 0.9
4 times -- so what is that, 32 would be individuals and 4 for
5 families, something like that.

6 **THE COURT:** Like 68? 32 and 36 would be 68?

7 **MR. KUHN:** 32 plus 8, so about 40.

8 **MR. SILBERFELD:** 40.

9 **THE COURT:** 40. So we're going to have 40 --

10 **MR. KUHN:** And that assumes -- so it's also possible
11 if you had something like this, you might have a family. So it
12 might be children.

13 **THE COURT:** Yeah. Now, if we put 40 into 1.6 or 7
14 acres in chartreuse B, now I want you to tell me, go back to
15 your other map and go up to number 7. How many people can we
16 put in there? You're doing that math. How many people can we
17 put in there?

18 **MR. SOBOROFF:** They're doing that now.

19 **THE COURT:** How many people can we put into
20 chartreuse 7?

21 **MR. SOBOROFF:** We're assuming because that's a more
22 efficient parcel because it's --

23 **THE COURT:** I hear it. How many people can we put
24 into chartreuse 7?

25 **MR. SOBOROFF:** It's 32.

1 **(Counsel confers)**

2 **THE COURT:** How many people can we put into
3 chartreuse 7?

4 **(Counsel confers)**

5 **THE COURT:** How many people can we put into
6 chartreuse 7?

7 **MR. JOHNSON:** Chartreuse 7, so that's approximately
8 40.

9 **MR. SOBOROFF:** 40.

10 **THE COURT:** Okay, now, let me hear it again. How
11 many into chartreuse B? How many people?

12 **MR. JOHNSON:** 32, 34.

13 **THE COURT:** Well, chartreuse B is a lot larger than
14 7.

15 **MR. SOBOROFF:** It's only 1.6 acres.

16 **THE COURT:** Okay, so we're going to have what? For
17 each parcel then? Just give me a total.

18 **MR. SOBOROFF:** Roughly 20, call it 21 per, you know,
19 21 per acre.

20 **THE COURT:** Okay, I want you to give me, once again,
21 in chartreuse B. I want to hear it one more time. How many
22 people?

23 **MR. SILBERFELD:** 40.

24 **THE COURT:** 40, I wrote down 40. How many in
25 chartreuse 7?

1 **MR. SILBERFELD:** 40.

2 **THE COURT:** Okay, now, how many people do we have in
3 tiny homes right now?

4 **MR. SILBERFELD:** 135, approximately.

5 **THE COURT:** In other words, are we really taking
6 people off the street or are we just upgrading their living
7 conditions because Mr. Kuhn is going to have a whirlwind on his
8 hand? He's going to have people saying, wait a minute, I've
9 been in these tiny homes forever. And if we're doing this, are
10 we then taking people off the street and temporarily putting
11 them into these tiny homes, which you don't want.

12 So hold on, bear with me. I'm laying awake with this
13 stuff.

14 Okay, now 5. How many people can we put in 5?

15 **MR. SILBERFELD:** 50.

16 **THE COURT:** 50?

17 **MR. SILBERFELD:** Five zero.

18 **THE COURT:** Okay, so now we're at 130, right? So
19 we're pretty close to our tiny homes and hopefully we've
20 cleared our tiny homes, deciding whether we're going to use
21 them again or not. And we've got one more parking lot, don't
22 we? 4A. That's paved.

23 How many people can we put into 4A?

24 **MR. SILBERFELD:** 40.

25 **THE COURT:** Okay, so we have a chance, depending upon

1 what all of you decide in the VA and the plaintiffs, to clear
2 the tiny homes and to get rid of them or to keep the tiny
3 homes, but minimally I know that we could get, minimally, if
4 these lots were used, that are paved. We can get 40 additional
5 people in, can't we? That would be a huge achievement to get
6 people out of the rain, no matter what you did. Or you can
7 make the value choice that you're keeping people inside these
8 tiny homes, and I would hate to be the administrator that had
9 to tell them that, and you could move, quite frankly, about 130
10 additional.

11 **MR. SILBERFELD:** Right.

12 **THE COURT:** Okay? So those are opportunities I leave
13 to both of you, but I'm trying to anticipate what Mr. Kuhn and
14 the VA is going to run into in good faith, if we get these
15 modulars up and you've got to go to folks in the tiny homes and
16 say, by the way, we're not going to move you after six months
17 or a year. That's a tough position for you to be in.

18 **MR. KUHN:** Your Honor, I think it won't be quite as
19 simple as moving people from CTRS to these new modular
20 temporary structures. We want as many options as we can have
21 based on the clinical needs of those veterans. So for
22 instance, right now we have a number of different options on
23 our campus. This would give us an additional option. We would
24 want to make use of it, but for some people it might be better
25 to be in CTRS than --

1 **THE COURT:** I'll leave that to you. You're the
2 professional. You run that hospital. I just need to get
3 modulars up there as quickly as possible, and then you decide
4 where folks go. So I'm ordering 7, chartreuse B, 5, and 4A.
5 Roman, okay?

6 I'm requesting the unpaved portions, 1 and 2, and I
7 think it's, I can't read that, 4, to make your best efforts,
8 Cody, to get me the information, so you're not under an order.
9 I think that's in good faith, and I don't know if I've made the
10 order that you'd do any better with it, so I'm not trying to
11 trap you. And they'll have all that to us by next Friday?

12 **MR. SILBERFELD:** We hope so.

13 **THE COURT:** Excellent. I see the enthusiasm.

14 **MR. SILBERFELD:** There's a second part to this
15 emergency order, and that's paragraph two. The Court will
16 recall that at the trial, the evidence was that there had been
17 no direct interaction between our experts and the civil
18 engineers that are contracted by the VA with respect to this
19 infrastructure.

20 And the second part of this order is an ask that VA
21 be ordered to arrange a meeting by next Friday, arrange it by
22 next Friday, it doesn't have to happen by next Friday, with the
23 civil engineers. We believe we know who they are, but we would
24 ask that that meeting be arranged within one week's time so
25 that we can sit down and better evaluate and understand the

1 infrastructure.

2 **THE COURT:** I would be surprised if the VA wanted you
3 involved. I want you involved. I think you bring a tremendous
4 amount of expertise to this, and if we could work together, it
5 would be appreciated. So I'm inclined to sign that request,
6 okay?

7 **MR. SILBERFELD:** I'll revise it as we've discussed.

8 **THE COURT:** Well, talk to Brad about that along the
9 way, okay, so he has input. And he can be opposed to it, but
10 at least he ought to see what he agrees with and what he
11 doesn't agree with.

12 Now, what else are we going to do today?

13 **MR. SILBERFELD:** The second emergency order has to do
14 with the beginning of the process of procuring and paying for,
15 frankly, the temporary housing that is going to go on these
16 parcels. So we want to do these things in parallel, and we
17 want to do them immediately.

18 **THE COURT:** Absolutely, because you can work
19 simultaneously. The problem is we don't want an over purchase
20 to begin with, and then we have to store them in one of these
21 yards.

22 **MR. SILBERFELD:** Right.

23 **THE COURT:** So what's a reasonable number that you
24 could suggest to the VA, because you don't want to over
25 purchase? And frankly, any time I can take modular and make it

1 long-term supportive, I want to get rid of the modular.

2 **MR. SILBERFELD:** So the emergency order simply asks
3 not so that a number of units be purchased, but rather that we
4 identify cooperatively with VA a vendor or vendors who can meet
5 the requirement of providing 2 to 300 temporary supportive
6 housing units in short order. That's what the second emergency
7 order is.

8 **THE COURT:** Within 90 to 120 days.

9 **MR. SILBERFELD:** That's correct.

10 **THE COURT:** Okay.

11 **MR. SILBERFELD:** And I know that Mr. Rosenberg has --

12 **THE COURT:** I wouldn't care if this was sequential.

13 Let me talk to the VA for a moment.

14 I wouldn't care if this was sequential and reasonable
15 along the way, rather than just 300 units. My only request is
16 that we get moving on 60 or 70 of these, or some number
17 immediately in these paved lots to avoid the rain.

18 By the way, I can show you some pictures of gangrene
19 out there. You don't think people die of hypothermia in
20 Southern California? Well, I won't take the time now, but I
21 can show you gangrene out there on the streets. Okay? And I
22 can show you hypothermia.

23 So why don't you two talk about a reasonable number
24 for a moment. Just walk over to Brad. Come out with some
25 sequential number, so I'm just not ordering 300. Maybe I parse

1 it out over a period of time and we take a look at, you know,
2 two months or something like that, but I'd like to get going
3 with some number.

4 **MR. SILBERFELD:** I'm just trying to identify vendors
5 who have the capability.

6 **THE COURT:** Well, but you're also identifying
7 vendors, yeah, that can deliver 200 to 300.

8 **MR. SILBERFELD:** That's all.

9 **THE COURT:** Oh, that's it?

10 **MR. SILBERFELD:** We're not at a number yet.

11 **THE COURT:** Okay. In other words, you have that
12 capacity.

13 **MR. SILBERFELD:** Correct.

14 **THE COURT:** Okay, fair enough. Fair enough.

15 **MR. ROSENBERG:** I don't know if this is an
16 appropriate time, but I do want to make a record regarding what
17 has been styled as emergency order number two, because there
18 are some concerns that the government has and objections that
19 the government would provide regarding that order.

20 **THE COURT:** Sure.

21 **MR. ROSENBERG:** In reading the order, and I realize
22 the Court has only recently had an opportunity to take a look
23 at it, but it has referred to the rainy season coming up, the
24 colder weather coming up. The order implies, but does not
25 explicitly state that the process for procuring and installing

1 modular units would take place within the time frames
2 contemplated by the order.

3 **THE COURT:** Right, the 90 to 120 days.

4 **MR. ROSENBERG:** Exactly.

5 **THE COURT:** Yeah.

6 **MR. ROSENBERG:** And so if the Court looks at the
7 order, it refers -- and the Court was referring to paragraph
8 three of this order, and hopefully this will all ultimately be
9 docketed, but I just want to try to make sure it's clear.
10 Paragraph three says, the vendors for modular housing shall
11 qualify for consideration only if they are able to deliver and
12 install 200 to 300 modular housing units within 90 to 120 days
13 of this order.

14 That can be read two different ways. I think the
15 most obvious way to read that is, that's just a qualification
16 provision. In other words, one identifies a vendor and the
17 vendor only qualifies to be able to participate in what is
18 contemplated by the order if they are capable of delivering
19 units within 90 to 120 days.

20 **THE COURT:** Yeah. I've gone through this a number of
21 times. Here's my suggestion to both of you. I don't know that
22 I need one vendor. I don't know that I need 2 to 300 units
23 because it actually slows down the process.

24 Hold on. No, trust me, I've watched this Rocky
25 Horror Picture Show a couple of times already in Orange County

1 and talked to the mayor out there in Riverside. I care more
2 about the parcel because the parcel should have like modular on
3 it, so we get 30 or 40 from one vendor and we're not mixing and
4 matching on the parcel.

5 So you may redraft this and say vendors who are
6 capable of delivering not 2 to 300, but some multiple depending
7 upon our parcels. And that could be either 40 per parcel,
8 which is why I was asking about each parcel. You may have two
9 or three vendors out there. In fact, we may find out who's a
10 good vendor and who's not a real good vendor real quick doing
11 that. Because I don't want to go after one vendor. They can't
12 produce it, it takes too long, and it turns out to be, quite
13 frankly, a piece of junk. Well, we can't work with them, okay?

14 So just redraft that in terms of multiple vendors,
15 break it down by lot, but keep the lot synonymous with that
16 same vendor.

17 Okay. Now, I'm sorry, Brad.

18 **MR. ROSENBERG:** Oh, no, of course. So just to be
19 clear, though, it is unclear with paragraph three if it's just
20 a process for identifying a vendor or vendors within 90 to 120
21 days or whether everything is supposed to be completed within
22 90 to 120 days, including the installation of modular housing
23 units, which, in light of the Court's comments about securing
24 these mobile units in time for the rainy season, which I'm not
25 a Southern Californian, but I know it's the winter.

1 **THE COURT:** Okay. Well, let's do this. Another
2 suggestion. Been through this before.

3 Of course I would hope this would be up before the
4 rainy season. By the same token, I could make some phone calls
5 for you right now and have vendors identified within seven
6 days. I'm not joking. And we almost put on a show when we
7 were at the hotel down here three or four years ago, ordering
8 Garcetti to produce in a lot a number of vendors and modules.
9 In fact, you weren't around, but we actually had them come over
10 to the hotel and make a presentation. I swear to goodness, you
11 could pick up the phone in seven days and find out. And if you
12 don't, I'll give you some numbers.

13 So this isn't a process that's going to take too
14 long. And I think you should identify those by next Friday,
15 frankly. Pick up the phone. And number two, then I think we
16 should talk about dates, delivery, the kind of modules
17 available, et cetera, and sequence these. So first of all,
18 we're not over purchasing. We know that the vendor can deliver
19 X versus up in Seattle. I can get them for you. Takes
20 transportation time. There's a vendor right out here in
21 Riverside. Easy, less transportation time. Maybe not as good.

22 Then we could have a thoughtful discussion and fit
23 that, Brad, in so you don't have this 120. But of course I
24 want this. In fact, the one thing I'm going to write is that
25 this is an emergency. No matter what in this order, I'm going

1 to deem that this is an emergency, okay?

2 **MR. ROSENBERG:** Well, one or two more points. And
3 actually, that's a good segue to the next point, both the
4 vendors and the Court's intent to declare this as an emergency.
5 And I'd focus the Court's attention on paragraph two, which
6 reads, "Any procurement rules applicable to VA are hereby
7 suspended by reason of the emergency nature of the action
8 needed to implement this order."

9 We object to that provision. There are regulations
10 and statutes that apply to the procurement processes that the
11 federal government must comply with, the federal acquisition
12 regulations, for example --

13 **THE COURT:** I hear the problem and come back to tell
14 me what the time frame is. In other words, it's not good
15 enough for me to say that there are problems. Tell me in good
16 faith what that procurement time is. It may be absolutely
17 reasonable. It may be unreasonable. But just throwing it out
18 as a procurement problem is --

19 **MR. ROSENBERG:** It's not just a -- it's not a timing
20 issue. It's also a process issue. So for example, the VA is
21 required to follow, under the Kingdomware decision and relevant
22 statutes, it's required to use veteran-owned small businesses.
23 And it must obtain bids from two veteran small-owned
24 businesses --

25 **THE COURT:** Wait. Tell me the time period. Because

1 otherwise there's a sufficient on my part, which is unfair to
2 you, Brad, that I'm getting slow walked by bureaucracy. That
3 may not be the case at all. Understood? Give me those time
4 periods so I know what they are.

5 **MR. ROSENBERG:** It's not a timing issue is the
6 challenge. It's a process issue. And so what we would -- we
7 would object -- I'll just say this. Paragraph 2 is remarkably
8 broad in scope. And this Court -- let's think about the
9 genesis of this lawsuit, is in the Court's opinion requiring
10 the government to comply with certain statutes, for example,
11 the Rehabilitation Act and the Leasing Act.

12 **THE COURT:** Sure. Sure.

13 **MR. ROSENBERG:** And the Leasing Act is designed and
14 intended to benefit veterans. Well, some of the procurement
15 statutes that apply to VA, requiring VA, for example, to use
16 veteran-owned small businesses, also benefit veterans. But
17 that statute and the Kingdomware decision could serve as an
18 impediment to the ability to quickly procure the modular units
19 that plaintiffs would have this Court order.

20 And so I just want to object and make sure that the
21 Court understands that when -- if it issues an order that has
22 paragraph two or anything like paragraph two, it will
23 essentially be sweeping away a large swath of statutes and
24 regulations that apply to VA and that, among other things, are
25 there to ensure that veterans benefit.

1 **THE COURT:** I might agree with you, Brad, in the long
2 run. In the short run, before the rains come, I would do
3 everything in my power on a limited basis to get 60, 70 people
4 off the street. Now, that doesn't mean I would sweep all the
5 rules and regulations in place. But what's happening now is
6 that's why they're asking for an emergency order. They feel
7 that the bureaucracy, and not you, Cody, not you folks here,
8 thank you, but the bureaucracy has been slow putting it for so
9 long that that's why they came into court with, you know,
10 nothing being built by 2022 and now 233, finally. And that's
11 why they're asking for the emergency order.

12 Now, that doesn't mean bad faith on your part. That
13 just means we can work together on that. Okay?

14 **MR. ROSENBERG:** I think I've made my record on that
15 point.

16 **THE COURT:** Good. Let's get going with something.

17 **MR. ROSENBERG:** One more point on which I'd like to
18 make a record.

19 **THE COURT:** All right.

20 **MR. ROSENBERG:** It's my job, Your Honor. Paragraph
21 number four --

22 **THE COURT:** Okay.

23 **MR. ROSENBERG:** -- which says that VA shall pay the
24 costs associated with the purchase and installation of modular
25 housing, site preparation costs, and infrastructure connection

1 costs contemplated by this order from its minor construction
2 funds or other sources within its budget.

3 And if the Court could indulge me for just one
4 moment. The challenge, as I think the record has indicated at
5 trial, is that notwithstanding what appears to be --

6 **THE COURT:** Brentwood, you don't want to leave yet.
7 I know you think you do, but you really don't want to yet.
8 Have a seat.

9 **MR. ROSENBERG:** What appears to be a very large
10 budget, in fact, has all of the money in VA's budget is already
11 accounted for and VA runs in many ways or is facing significant
12 budget shortfalls. And so when plaintiffs suggest, for
13 example, that the funds can be taken from the minor
14 construction fund's budget, you know, the challenge is that --
15 give me one second to just pull up my notes.

16 **THE COURT:** While you're looking that up, though,
17 this gives you an opportunity, one, to either appeal me or,
18 number two, to go to Congress and ask for these funds quickly.
19 I know Sherman is trying to contact me and I would prefer to
20 talk to him in court instead of ex parte, but you've just got
21 some congressional people out there and if I'm the bad judge
22 and I order that, in a sense, it may give you leverage to go
23 out and ask for some supplemental funding. I just can't
24 imagine why Congress or the president or anybody else would be
25 opposed to this.

1 I'd certainly give you more money if I had it.

2 **MR. ROSENBERG:** We have two branches of government in
3 this courtroom. The branch to which you've just referred is
4 not here.

5 **THE COURT:** Yeah. But what I'm hearing to all --
6 this parade of horrors, once again, is stopping the process.
7 Nothing's going to start.

8 **MR. ROSENBERG:** Let me say, and I think I can wrap
9 this up at this point, Your Honor, but, you know, for example,
10 my understanding is that Congress has authorized \$612 million
11 in the 2025 continuing resolution for minor construction
12 funding. VA currently has 147 projects on its list, you know,
13 for minor construction funding. That totals \$1.92 billion.

14 So with the 612 million that's been authorized for
15 minor construction, that fund approximately 42 of those
16 projects is funded and 105 is unfunded.

17 **THE COURT:** I understand that, but with that
18 argument, we would never get started because the claim would
19 always be that we're always short of funds. We would never get
20 started.

21 **MR. ROSENBERG:** And there's one last point on that,
22 though, and this gets into the weeds of government contracting
23 law, and I know that the court sometimes is inclined to see
24 these things as bureaucracies or technicalities, but again,
25 they are the statutes and regulations that bind the government

1 and that courts are oftentimes called upon to enforce. To
2 procure -- my understanding is that to procure something, there
3 needs to be a budgetary item in place in the first instance in
4 order to make that acquisition, which is what's essentially
5 being asked or may soon be ordered of VA. But at this point,
6 this Court might enter an order that would require VA to pay
7 for something, the full scope of which is not yet known, thus
8 making that procurement process at best unorthodox, and that's
9 probably a too soft a way to say it. It would be completely
10 out of the ordinary and probably in violation of all of the
11 federal statutes and regulations.

12 **THE COURT:** But not if I don't overburden you. Not
13 if I -- if I don't order 750, if I order a rather modest
14 amount, then I have trouble with that argument. I'm not going
15 to order you to produce 750, probably not even 300, but I can
16 certainly get 50 or 75 of these off the ground.

17 So Brad, I'm going to kid you a little bit, but I'm
18 going to put up that picture again. I -- why don't we go over
19 there? Why don't we have the Army Corps of Engineers come in?

20 I mean, Brad, I keep saying this to you and I'll
21 never convince you, okay? But put that picture up there and I
22 watch these go up and you can't tell me my country can't do
23 this, in some place, most Americans can't even find or spell.
24 Stalin's birthplace -- Ali, do me a favor, thank you. That's
25 overhead utilities, for goodness sakes. Those aren't even

1 temporary. Those are in the ground, folks. If USAID can do
2 that, and the Republic -- or Georgia and Gorey (phonetic), I
3 know that we can do that. I hear all the problems, but, Brad,
4 I'm watching it. That's only half of the photo.

5 Ali, go put up the other half. That's just half of
6 what was built. And that's why I'm having trouble, Brad. If
7 we can do that in some foreign country, why can't we do it
8 here? I don't get it. And you can toss all the process and
9 procedure out to me, but I will, Roman, I will say that this is
10 an emergency and I will write that into the order.

11 So, all right, now, what else?

12 **MR. SILBERFELD:** I will redraft emergency order
13 number one.

14 **THE COURT:** Now, you two, I hope, will work together
15 again over the weekend on this, so, Brad, you can disagree, and
16 you're not acquiescing in any way. But if you can get, you
17 know, some reasonableness between the two of you on some of the
18 issues, let's cooperate in that regard.

19 Now, that's the other half of it, and I actually can
20 splice it together, and I have a spliced together photograph.
21 There we go. It's the same building. I mean, I kid you not.
22 We put these up right after the Russians came down through
23 South Ossetia with people stringing across. Somebody tells me,
24 we can't do this, I'm telling you, we did it. I'll take you to
25 Afghanistan and show you the same thing. Well, I can't go

1 there anymore.

2 My country can do this, period, and you can do it,
3 too. I'm just running into all these procedural problems, and
4 unless this is an emergency, there will always be a reason that
5 you don't have the money. There will always be some process,
6 and that's why we're back in this lawsuit, is because it's
7 taken so long. That's why you filed it.

8 **MR. SILBERFELD:** That's all we have, Your Honor, and
9 we'll redraft and submit --

10 **THE COURT:** Well, that's refreshing, then. Why don't
11 you have a seat?

12 Brad, do you have anything you want to add? I wanted
13 to get you folks on the road. It's Friday. I want to thank
14 you for your courtesy, UCLA, for being here, and Brentwood, you
15 know, you're not forgotten. It's appreciated you're here with
16 your presentations, okay?

17 Anything for you folks with the VA?

18 **MR. CARDOZO:** Just a point of clarity. I want to
19 make sure I understand where UCLA landed.

20 **THE COURT:** You landed with chartreuse B right now.

21 **MR. CARDOZO:** You took the parking lot -- did that
22 happen today?

23 **THE COURT:** You see chartreuse B? Let's put that up
24 there on this so you can see Chartreuse B, and what you should
25 be concerned about is number 7, as of today, I'm not sure about

1 B right now, because I certainly don't want to do anything
2 arbitrary. If we can use it, or if there's something else in
3 the future, but those two parking lots are probably what
4 stirred you to come in and file this emergency preliminary
5 injunction, or I'm sorry, permanent injunction request, because
6 you heard my comments last Wednesday.

7 **MR. CARDOZO:** Actually, it's a baseball stadium
8 that's not being used right now.

9 **THE COURT:** That's right.

10 **MR. CARDOZO:** That is the main reason I came in,
11 since these other things seem to be meeting the objective.
12 Again, wondering if maybe we could lift the lockout on the
13 stadium itself?

14 **THE COURT:** You tell me that we had 1,800 permanent
15 spaces. You tell me we had 750 temporary spaces, instead of
16 being told as a court that we have nothing at the start of this
17 lawsuit, I don't even know if you and Brentwood School would be
18 here.

19 **MR. CARDOZO:** I --

20 **THE COURT:** So you go over and talk to the VA, and
21 you find me 1,800 permanent spaces and 750 temporary, and then
22 let's have another discussion. They're over there.

23 **MR. CARDOZO:** Oh, I know. They haven't really
24 stepped up --

25 **THE COURT:** And we're making this between the Court

1 and UCLA. It's not. I need 1,800 long-term supportive housing
2 spaces and 750. And I don't know if we ever would have gotten
3 here with Brentwood. I'm not sure. Maybe we would have,
4 because these are illegal and void leases.

5 But I do know when I'm told that we don't have land
6 on South Campus and North Campus, guess what? UCLA is on the
7 line, and so is Brentwood.

8 **MR. CARDOZO:** But I haven't heard that any of those
9 are going to go in that baseball stadium in the next 12 months.
10 So could we maybe use it until then?

11 **THE COURT:** I don't know. You're going to file,
12 because they're going to say you don't even have standing to
13 bring it. So I'm waiting procedurally for all that. I'm not
14 going to wing it from the bench. And certainly not on a 12
15 o'clock filing that I've only read once. So all right.

16 Now, anything else? You need to get on the highway
17 and avoid the traffic. All right.

18 Then we'll see you -- is it next Friday?

19 **MR. SILBERFELD:** No.

20 **THE COURT:** No, it's next Monday at 1:30. That's our
21 first one.

22 **MR. SILBERFELD:** Right.

23 **THE COURT:** But then all of this is due on Friday,
24 and I need to get that. In fact, you can send it to my
25 chambers over the weekend. We're working. Okay?

1 **MR. SILBERFELD:** I'll send it tonight.

2 **THE COURT:** All right. Brad, go ahead. Now,
3 hopefully if I can get you.

4 **MR. ROSENBERG:** Nothing else on the record. I did
5 want to approach off the record. Nothing else today. I did
6 want to talk to you about something off the record.

7 **THE COURT:** Okay. Yeah. I need somebody probably
8 maybe with me. If I can get you home, I want to get you home.

9 Now, Brad, you don't necessarily have to be here.

10 **(Proceedings concluded at 4:07 p.m.)**

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CERTIFICATION

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



October 5, 2024

Signed

Dated

TONI HUDSON, TRANSCRIBER