

MARK D. ROSENBAUM, 59940
mrosenbaum@publiccounsel.org
KATHRYN A. EIDMANN, 268053
keidmann@publiccounsel.org
AMANDA K. PERTUSATI, 296669
apertusati@publiccounsel.org
AMANDA MANGASER SAVAGE, 325996
asavage@publiccounsel.org
AMELIA PIAZZA, SBN 342473
apiazza@publiccounsel.org
PUBLIC COUNSEL LAW CENTER
610 S. Ardmore Avenue
Los Angeles, California 90005
Telephone: (213) 385-2977
Facsimile: (213) 385-9089

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

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JEFFREY POWERS, *et al.*,

Plaintiffs,

vs.

DOUGLAS A. COLLINS,¹ in his
official capacity, Secretary of Veterans
Affairs, *et al.*,

Defendants,

BRIDGELAND RESOURCES, LLC,

Intervenor.

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

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

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

**JOINT STATUS REPORT RE
JANUARY 20, 2026 HEARING**

¹ Pursuant to Federal Rule of Civil Procedure 25(d), Douglas A. Collins is automatically substituted as a Defendant in his official capacity as Secretary of Veterans Affairs for Former Secretary of Veterans Affairs Denis Richard McDonough.

1 The parties and their counsel, having met and conferred as ordered by the
2 Court on January 8, 2026, respectfully submit this joint statement in advance of and
3 preparation for the status conference on January 20, 2026. In compliance with the
4 Court's order, the parties and counsel address the questions posed by the Court in
5 its January 8, 2026 order and elaborate on those topics in order to provide the Court
6 with information regarding the status of the West Los Angeles VA Campus and
7 whether any orders are necessary to maintain the status quo before the mandate
8 from the Ninth Circuit issues.

9
10 **Will VA oppose the construction of temporary supportive housing on the**
11 **Grounds as ordered by the District Court at trial?**

12 **Plaintiffs' position**

13 Because of both the passage of time and changes in the leadership of VA
14 both at the national and local level, Plaintiffs' counsel has not had any substantive
15 exchange with counsel for VA that would permit us to answer this question at this
16 time.

17 **VA position**

18 Regardless of this Court's injunction,² as a policy matter VA plans to
19 construct temporary supportive housing on the Grounds in quantities consistent
20 with what this Court ordered at trial (750-800 temporary housing units) by the end
21 of Fiscal Year 2026 (September 30, 2026).

22 **Bridgeland position**

23 As Bridgeland's rights to utilize its drillsite were not impacted by the District
24 Court's judgment or the Ninth Circuit's opinion, and since the construction of
25

26 ² Because the Solicitor General has not yet made a determination to seek further re-
27 view of the Ninth Circuit's judgment, and because the Ninth Circuit's stay pending
28 appeal still remains in place, the government cannot express a view at this time as
to whether it will accede to be bound by this Court's injunction.

1 temporary supportive housing on the Grounds does not affect Bridgeland's drillsite,
2 Bridgeland does not have any position on this item.

3
4 **Will VA oppose the construction of permanent supportive housing on the**
5 **Grounds as ordered by the District Court at trial?**
6 **Plaintiffs' position**

7 Because of both the passage of time and changes in the leadership of VA
8 both at the national and local level, Plaintiffs' counsel has not had any substantive
9 exchange with counsel for VA that would permit us to answer this question at this
10 time.

11 **VA position**

12 Regardless of this Court's injunction,³ as a policy matter VA plans to
13 construct permanent supportive housing on the Grounds in quantities consistent
14 with what this Court ordered at trial (around 1,800 permanent housing units).

15 **Bridgeland position**

16 As Bridgeland's rights to utilize its drillsite were not impacted by the District
17 Court's judgment or the Ninth Circuit's opinion, and since the construction of
18 permanent supportive housing on the Grounds does not affect Bridgeland's drillsite,
19 Bridgeland does not have any position on this item.

20 ///

21 ///

22 ///

23 ///

24 ///

25
26 ³ Because the Solicitor General has not yet made a determination to seek further re-
27 view of the Ninth Circuit's judgment, and because the Ninth Circuit's stay pending
28 appeal still remains in place, the government cannot express a view at this time as
to whether it will accede to be bound by this Court's injunction.

Plaintiffs' Expert Site Plans from 2024 for the placement of permanent and temporary housing on the Grounds
Plaintiffs' position

In November 2024, in support of an effort by the Court to implement the placement of some temporary supportive housing units, experts and consultants for Plaintiffs created a series of slides to advise the Court and the parties as to possible locations for permanent and temporary housing on both the north and south portions of the VA Campus and the consultants created a series of graphics showing test fits of approximately 300 temporary housing units. Those slides are attached hereto as **Exhibit 1** and incorporated by reference. A summary of the information provided last year is as follows:

- Based on the size of temporary housing units that are readily available for delivery and installation, approximately 25 units can be placed on an acre of land
- Infrastructure for temporary units – water, sewer, electricity – can be run on a temporary basis
- The following locations were identified as temporary housing locations:
 - Parcel 4A [south campus, adjacent to Fisher House], approximately 2 acre, 50 units
 - Parcel 5 [north campus adjacent to CTRS], approximately 2.19 acres, 50 units
 - Parcel 7A, 7B, 7'C [north campus, adjacent to the Columbarium, garden and UCLA baseball], approximately 6 acres, 134 units
 - Parcel 7 [north campus, adjacent to the veteran garden and homes between VA property and the 405 freeway], approximately 4.09 acres, 100 units

- 1 ○ Site B [on the UCLA baseball parking lot] 32 units, omitted at this
2 time
- 3 ➤ The following locations were identified as permanent supportive housing
4 locations:
- 5 ○ Parcel 1 [south campus, solar field area adjacent to hospital] 15.8 acres
6 ○ Parcel 2 [south campus, along Ohio Avenue] 4.3 acres
7 ○ Parcel 3 [south campus, along Ohio Avenue] 1.6 acres
8 ○ Parcel 4 [south campus, Caltrans lease adjacent to south lawn] 3.4
9 acres
- 10 ○ Parcel 9 [Brentwood School south field], 1.06 acres
- 11 ➤ The Safety Park parking lots on Barrington on the north campus were not
12 evaluated
- 13 ➤ The park property on the north campus leased to the City of Los Angeles was
14 not evaluated
- 15 ➤ Assuming a density of 25 units per acre at one story, 50 units per acre at 2
16 stories and 75 units per acre at three stories, the approximate 26 acres
17 identified above for permanent housing yields 650 units at one story, 1300
18 units at two stories and 1950 units at three stories of construction

19 VA position

20 VA does not agree with Plaintiffs' expert site plans from 2024. Since trial,
21 there has been a transition of leadership at VA under the Trump Administration,
22 and the new leadership conducted a comprehensive review of the property, to
23 include the leases and land-sharing agreements carried out at the Campus. Through
24 this review, VA developed new plans identifying locations for both temporary and
25 permanent supportive housing on the Campus. VA is willing to discuss its plans at
26 the January 20 Status Conference.

1 Brentwood position

2 Brentwood School's understanding is that the only portion of the Plaintiffs'
3 Expert's 2024 Site Plan that referenced a portion of the land that the school leased
4 included a reference to the lower softball field (also known as MacArthur Field).
5 Brentwood School is looking forward to working the VA, Plaintiffs and this Court
6 to determine next steps.

7 Bridgeland position

8 As Bridgeland's rights to utilize its drillsite were not impacted by the District
9 Court's judgment or the Ninth Circuit's opinion, and since the construction of
10 temporary or permanent supportive housing on the Grounds does not affect
11 Bridgeland's drillsite, Bridgeland does not have any position on this item.

12
13 **Timing for the placement of temporary housing on the Grounds**

14 Plaintiffs' position

15 Plaintiffs expect to have an estimate of timing for the acquisition of housing
16 units and the infrastructure and construction estimates therefore at the time of the
17 hearing on January 20, 2026.

18 VA position

19 VA has added 121 temporary housing units from the date of the September 6,
20 2024 Court Order to present. Including these 121 temporary housing units, VA
21 intends to have 750-800 temporary housing units on the Campus by the end of
22 Fiscal Year 2026 (September 30, 2026).

23 Bridgeland position

24 As Bridgeland's rights to utilize its drillsite were not impacted by the District
25 Court's judgment or the Ninth Circuit's opinion, and since the construction of
26 temporary or permanent supportive housing on the Grounds does not affect
27 Bridgeland's drillsite, Bridgeland does not have any position on this item.

Since the appeal was filed, is VA engaged in any activities on the West LA VA Campus that may interfere with the construction of Temporary or Permanent Supportive Housing Units?

Plaintiffs' position

Because of both the passage of time and changes in the leadership of VA both at the national and local level, Plaintiffs' counsel has not had any substantive exchange with counsel for VA that would permit us to answer this question at this time. However, a site visit conducted on January 14, 2026 revealed that the condition of the parcels remain substantially the same as they existed in August 2024 when the court conducted its site visit. The only exceptions and changes will be described to the Court at the January 20 hearing.

VA position

VA is not engaged in any activities on the Campus that may interfere with the construction of Temporary or Permanent Supportive Housing Units.

Bridgeland position

As Bridgeland's rights to utilize its drillsite were not impacted by the District Court's judgment or the Ninth Circuit's opinion, and since the construction of temporary or permanent supportive housing on the Grounds does not affect Bridgeland's drillsite, Bridgeland does not have any position on this item.

Status of the Brentwood occupancy on VA land

Plaintiffs' position

While Plaintiffs' counsel and counsel for Brentwood [as well as Brentwood leadership] have remained in continuous contact during the pendency of the appeal, no agreed upon position has been reached as to the effect of the prior settlement between the Plaintiff class and Brentwood. Plaintiffs' position is that any action on or decision concerning the prior settlement must await a determination as to the

1 availability of land on the Campus to implement the judgment of the Court for the
2 construction of both 750 temporary supporting housing units and 1800 permanent
3 supportive housing units. Once that determination can be made from information
4 which must necessarily come from VA, the parties may resume discussions, if
5 appropriate, about the prior settlement and attempt to agree on a plan going
6 forward.

7 VA position

8 On October 22, 2025, VA received Brentwood's intent to exercise its option
9 to extend the term of its lease from November 3, 2026 to November 3, 2036.

10 VA's focus is to use the entirety of the Campus to benefit Veterans and their
11 families. Because VA's lease with Brentwood has been confirmed to be void on
12 the basis of violating the West Los Angeles Leasing Act, VA is prepared to discuss
13 next steps.

14 Brentwood position

15 Brentwood School ("Brentwood School") strongly supports our nation's
16 Veterans and remains supportive of efforts to obtain the long-term care and housing
17 at the VA's West Los Angeles campus that is desperately needed. As a reminder,
18 in response to this Court's determination that Brentwood School's lease with the
19 VA was void, Brentwood School and the Plaintiffs reached a settlement agreement
20 that assured that Brentwood School and the VA would enter into a new lease that
21 the Plaintiffs believed and the Court concluded would be valid and enforceable. As
22 part of the lease, Brentwood School would continue to have access to the Veteran
23 land in exchange for payment of rent and provision of enhanced services. The
24 settlement contemplated that the VA could terminate the lease, with reasonable
25 notice, if it needed to use the leased land for housing as a matter of last resort. The
26 settlement received preliminary approval on October 18, 2024 [[Docket No. 374](#)]
27
28

1 and was scheduled for final approval on November 13, 2024 prior to the VA's
2 Appeal.

3 While the appeal was pending, Brentwood School continued to pay monthly
4 rent and to provide services including daily meals, educational offerings, vocational
5 training, transportation, and special events in addition to the Veteran-exclusive
6 usage hours at the VCRE complex. In fact, it provided enhanced services, acting in
7 good faith to implement the services contemplated by the preliminarily approved
8 settlement agreement. For example, it significantly expanded the circulating shuttle
9 hours. The shuttle operated by Brentwood School that goes around the West LA
10 VA campus now begins service at 5:00 a.m. and runs until 5:00 p.m. Brentwood
11 School also significantly changed the hours that students could access the Veterans
12 Center for Recreation and Education ("VCRE"). The VCRE is open only to
13 Veterans 111 hours/week. Veteran access hours are Monday - Thursday from 5:30
14 a.m. to 1:30 p.m., and 7:30 p.m. to 10:30 p.m. Fridays from 5:30 a.m. to 1:30 p.m.
15 and 8:30 p.m. to 10:30 p.m., Saturdays 5:30 a.m. to 7:30 a.m. and 2:30 p.m. to 9:30
16 p.m.. On Sundays there is no Brentwood School access. Only Veterans can use the
17 VCRE on Sundays and the facilities are open and staffed for them from 7:00 a.m. to
18 7:00 p.m. Veteran pool hours are Monday, Tuesday, Thursday, Friday from 9:00
19 a.m. to 1:30 p.m. and Wednesdays from 10 a.m. to 1:30 p.m. On Saturdays,
20 Veteran pool hours are from 2:30 p.m. to 7:00 p.m., and on Sundays all day, from
21 7:00 a.m. to 7:00 p.m.

22 Brentwood School is looking forward to the opportunity to present its
23 implementation of the enhanced services to this Court. Brentwood School remains
24 ready, willing and able to enter into the settlement and lease that was previously
25 agreed to with the plaintiffs and that was pending final approval at the time of the
26 appeal. Brentwood School is willing to enter into a longer term lease that provides
27 the VA with flexibility should it determine that it needs access to the leased land for
28

1 housing as a matter of last resort as contemplated by this Court. Brentwood School
2 also remains ready and willing to enter into lease negotiations with the VA on other
3 terms and looks forward to reaching an agreement with the VA that will allow
4 Brentwood to obtain a legally compliant lease and that is endorsed by the Plaintiffs.

5 Bridgeland position

6 As this item does not pertain to Bridgeland, Bridgeland does not have any
7 position on this item.

8
9 Status of the UCLA occupancy on VA land

10 Plaintiffs' position

11 Plaintiffs' counsel has had no contact with UCLA or its counsel and seeks
12 information concerning what UCLA has done, intends to do and the status of the
13 lease renewal negotiations between UCLA and VA. However, on November 7,
14 2025, the VA submitted the Congressionally mandated Report to Congress as
15 required by the West Los Angeles Leasing Act of 2016. In that report, the VA
16 admitted that "the leases invalidated by the U.S. District Court in [this case] may
17 well fail to comply with [WLALA] by failing to principally benefit Veterans and
18 their families or, in UCLA's case, by failing to provide services to Veterans as the
19 predominant focus of the UCLA's overall activities on Campus." The VA also
20 admitted that (1) with respect to its leases, "[it] is not deriving fair market value
21 from the [Brentwood], UCLA, and Safety Park leaseholds." A true and correct copy
22 of the VA Report to Congress is attached hereto as **Exhibit 2** and incorporated
23 herein by reference.

24 VA position

25 On November 7, 2025, VA received UCLA's intent to exercise its option to
26 extend the term of its lease from December 22, 2026 to December 22, 2036. VA's
27
28

1 focus is to use the entirety of the Campus to benefit Veterans and their families.
2 Accordingly, VA is prepared to discuss next steps.

3 UCLA position

4 The portion of this case that pertains to the Regents' lease is now over, as the
5 Ninth Circuit's opinion directs the district court to "enter judgment in accordance
6 with this opinion" (Opinion p. 64), and the Opinion finds (a) "judgment on
7 Plaintiffs' charitable trust claim was the only basis for which the district court
8 invalidated UCLA's lease and enjoined UCLA" (Opinion p. 50), (b) "we are
9 reversing judgment on Plaintiffs' charitable trust claim," and "vacate any injunctive
10 relief with respect to UCLA's lease and service."

11 UCLA further notes that Plaintiff's list of topics does not even remotely
12 approximate the topics the Court noted in its January 8 status conference order,
13 which order does not even mention UCLA. That order properly did not mention
14 UCLA in light of the Ninth Circuit's directions noted above.

15 Bridgeland position

16 As this item does not pertain to Bridgeland, Bridgeland does not have any
17 position on this item.

18
19 **Status of the Bridgeland occupancy on VA land**

20 Plaintiffs' position

21 Because of both the passage of time and changes in the leadership of VA
22 both at the national and local level, Plaintiffs' counsel has not had any substantive
23 exchange with counsel for VA that would permit us to answer this question at this
24 time. Plaintiffs' counsel has not had contact with counsel for Bridgeland during the
25 pendency of the appeal.

1 VA position

2 VA's focus is on the entirety of the Campus to benefit Veterans and their
3 families. Because VA's revocable license with Bridgeland has been confirmed to
4 be void on the basis of violating the West Los Angeles Leasing Act, VA is prepared
5 to discuss next steps.

6 Bridgeland position

7 Bridgeland's rights to utilize its drillsite were not impacted by the District
8 Court's judgment or the Ninth Circuit's opinion. Accordingly, Bridgeland
9 continues to occupy its drillsite on the VA Grounds. Bridgeland understands that
10 its revocable license with the VA has been terminated pursuant to the Ninth
11 Circuit's opinion and will operate accordingly.

12
13 **Status of the Safety Park occupancy on VA land**

14 Plaintiffs' position

15 Because of both the passage of time and changes in the leadership of VA
16 both at the national and local level, Plaintiffs' counsel has not had any substantive
17 exchange with counsel for VA that would permit us to answer this question at this
18 time.

19 VA position

20 VA's focus is to use the entirety of the Campus to benefit Veterans and their
21 families. Because VA's lease with Safety Park has been confirmed to be void on
22 the basis of violating the West Los Angeles Leasing Act, VA is prepared to discuss
23 next steps.

24 Bridgeland position

25 As this item does not pertain to Bridgeland, Bridgeland does not have any
26 position on this item.

27
28

What actions has VA taken in response to the Executive Order of May 2025?

Plaintiffs' position

It is Plaintiffs' counsel understanding that VA prepared a status report as required by the President's Executive Order and that VA did so within the time frame [September of 2025] as required by the EO. Plaintiffs' and others have sought the production of that report and have been advised that the report is confidential and will not be produced.

VA position

As part of VA's ongoing planning efforts, VA has taken actions including but not limited to: hired a Project Executive, established a Program Management Office, and hosted Industry Day events.

Bridgeland position

As this item does not pertain to Bridgeland, Bridgeland does not have any position on this item.

A future order for a detailed site analysis for the precise location/placement of temporary and permanent housing on the Grounds

Plaintiffs' position

Plaintiffs' experts and consultants can provide rough estimates as to the timing of housing construction, the availability of prefabricated units and the work necessary for the attendant infrastructure to support new housing units. However, to turn rough estimates into precise and achievable time frames, a detailed site analysis for precise locations to be used for construction will need to be accomplished. This will require the direct involvement and cooperation of VA which, it is hoped, will be forthcoming without the necessity of further orders from this Court.

1 VA position

2 VA has prepared plans that include locations and timing for the placement of
3 permanent and temporary supportive housing on the Campus. VA is willing to
4 discuss these at the January 20 Status Conference.

5 Bridgeland position

6 As Bridgeland's rights to utilize its drillsite were not impacted by the District
7 Court's judgment or the Ninth Circuit's opinion, and since the construction of
8 temporary or permanent supportive housing on the Grounds does not affect
9 Bridgeland's drillsite, Bridgeland does not have any position on this item.

10
11 **A briefing schedule for a future hearing on interim attorneys' fees and**
12 **litigation costs associated with the 2024 trial outcome**

13 Plaintiffs' position

14 This litigation has now been pending for over 3 years. Plaintiffs' counsel
15 have incurred substantial fees and litigation costs, including expert costs, and will
16 seek an interim order on fees and costs once the mandate issues from the Ninth
17 Circuit. As the prevailing party, the Plaintiff Class will first seek an agreement
18 with VA on these issues and, failing an agreement, will seek a briefing schedule for
19 a motion in this regard.

20 VA position

21 The government is willing to discuss attorneys' fees and costs after the
22 mandate issues if no further appellate review is sought.

23 Bridgeland position

24 As Bridgeland understands that Plaintiff may only seek fees against the VA,
25 Bridgeland does not have a position on this item.

26 **Are any orders necessary to maintain the status quo before the mandate**
27 **issues?**

Plaintiffs' position

If VA and other parties cooperate in an informal exchange of information in aid and support of preparation for the construction of temporary and permanent supportive housing, Plaintiffs' counsel do not believe that any interim orders are necessary at this time.

VA position

VA believes interim orders are not necessary at this time.

Bridgeland position

Bridgeland agrees with Plaintiff's position.

Respectfully submitted,

DATED: January 16, 2026

PUBLIC COUNSEL LAW CENTER

MARK D. ROSENBAUM
KATHRYN A. EIDMANN
AMANDA K. PERTUSATI
AMANDA MANGASER SAVAGE
AMELIA PIAZZA
YI LI

/s/ Mark D. Rosenbaum
MARK D. ROSENBAUM

Attorneys for Plaintiffs

DATED: January 16, 2026

BROWN GOLDSTEIN & LEVY, LLP

EVE L. HILL
JAMIE STRAWBRIDGE

/s/ Eve L. Hill
EVE L. HILL

Attorneys for Plaintiffs

1 DATED: January 16, 2026

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

3 s/ T. E. Glenn

4 T. E. GLENN

5 Attorneys for Plaintiffs

6 DATED: January 16, 2026

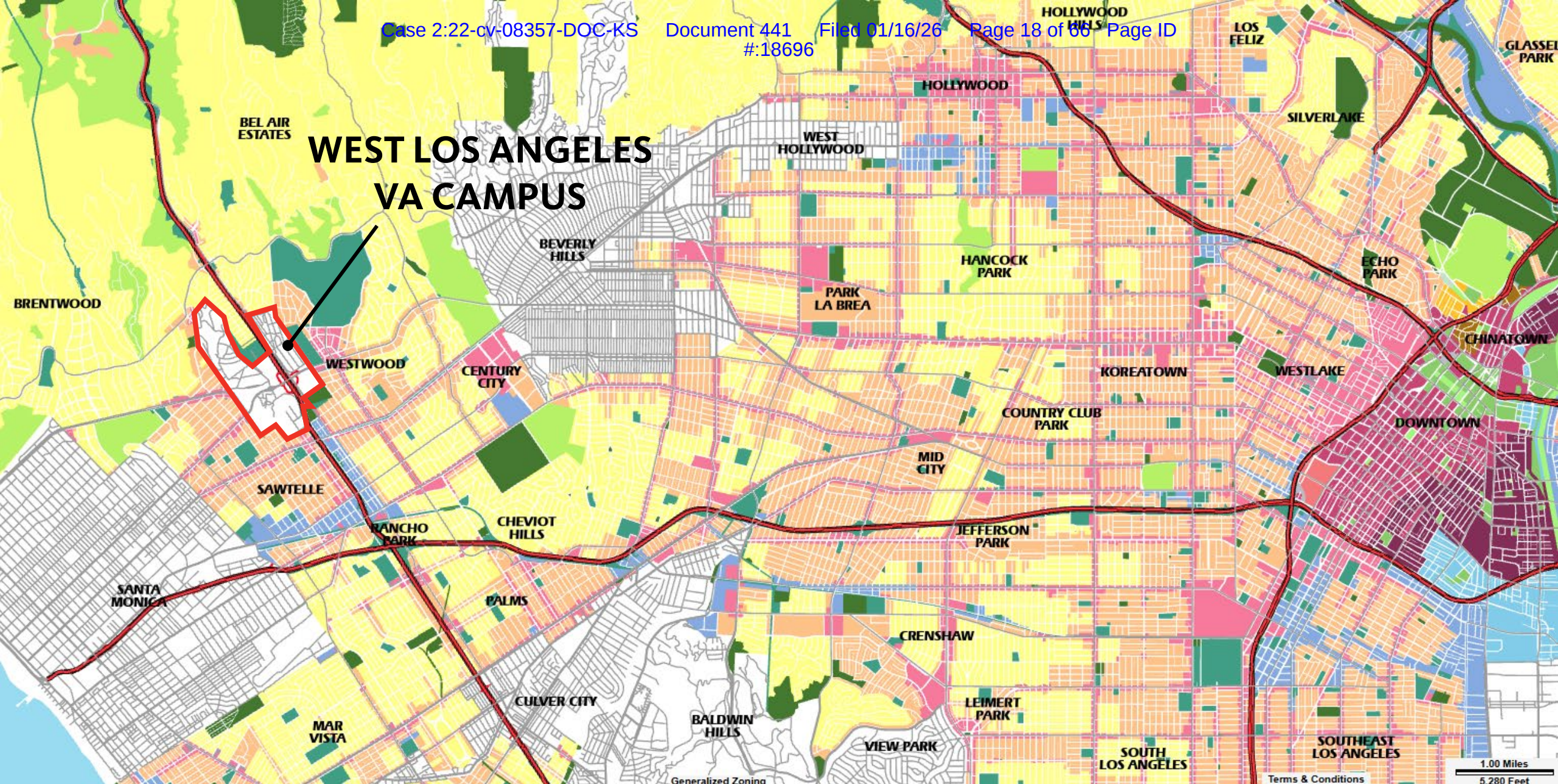
ROBINS KAPLAN LLP
ROMAN M. SILBERFELD
DAVID MARTINEZ
TOMMY H. DU

9 /s/ Roman M. Silberfeld

10 ROMAN M. SILBERFELD

11 Attorneys for Plaintiffs

EXHIBIT 1



PARCEL 9 - 1.06 ac

PARCEL 8 - 0 ac
NOT SUITABLE

PARCEL 5 - 2.19 ac

PARCEL 4 - 3.44 ac
(REDUCED FROM 19.61ac)

PARCEL 1 - 15.85 ac

PARCEL 2 - 4.3 ac
(REDUCED FROM 6.25 ac)

AREA NOT SUITABLE
FOR DEVELOPMENT

AREA NOT SUITABLE
FOR DEVELOPMENT

PARK TO BE
MAINTAINED

AREA NOT SUITABLE
FOR DEVELOPMENT

PARCEL 7 - 4.09 ac

PARCEL 6 - 4.5 ac
(REDUCED FROM 6.3 ac)

PARCEL 3 - 1.6 ac



SITE 8 – 100 units

SITE 7c – 36 units (partial 7 & 7a)

SITE 7 – 24 units

SITE 7b – 24 units

SITE B – 32 units

SITE 7a – 50 units

SITE 5 – 50 units

TOTAL UNIT COUNT: 330

(SITE 7c consists of partial sites 7 & 7a and not counted towards the total)

SITE 4a – 50 units

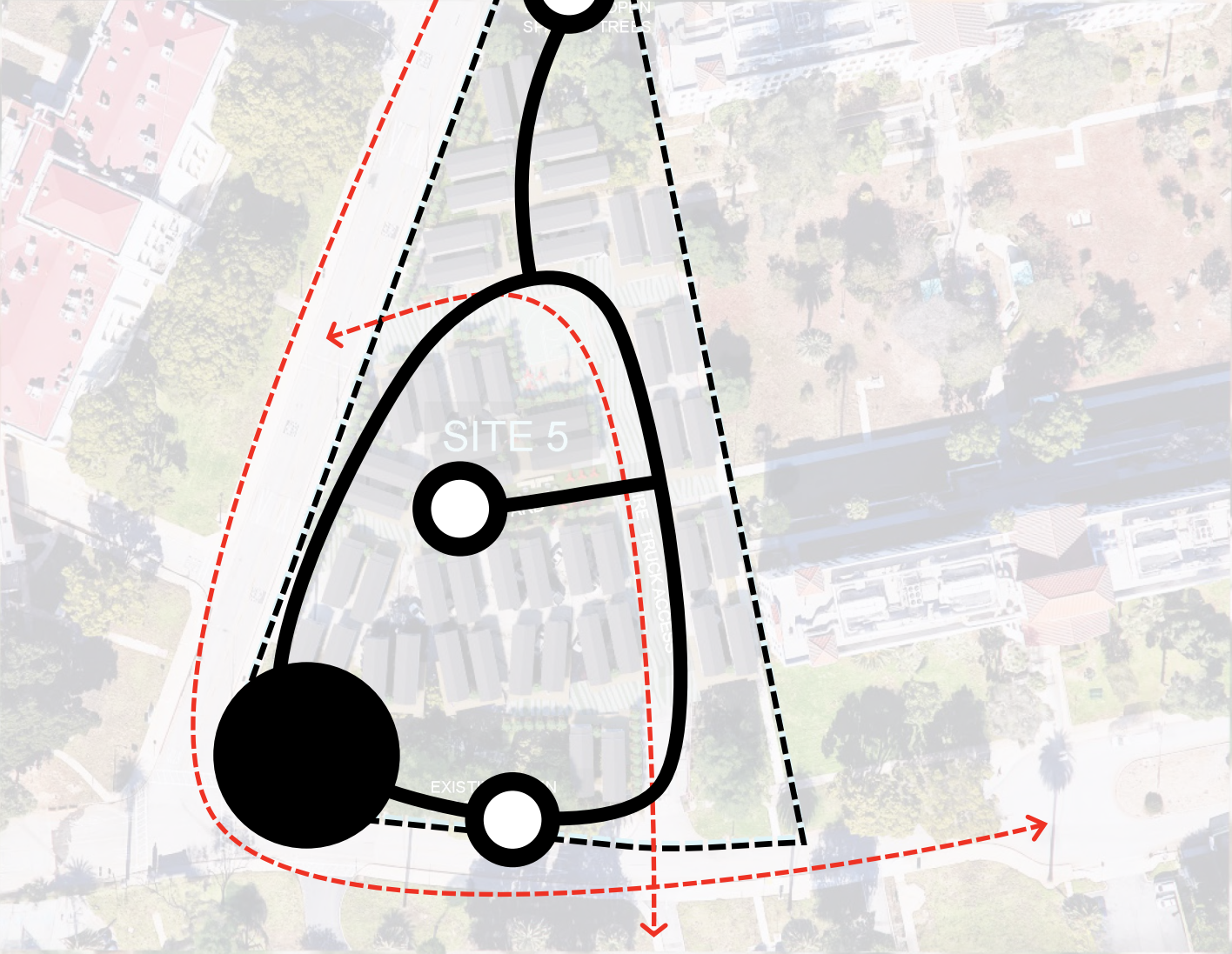
CURRENT TOTAL UNIT COUNT



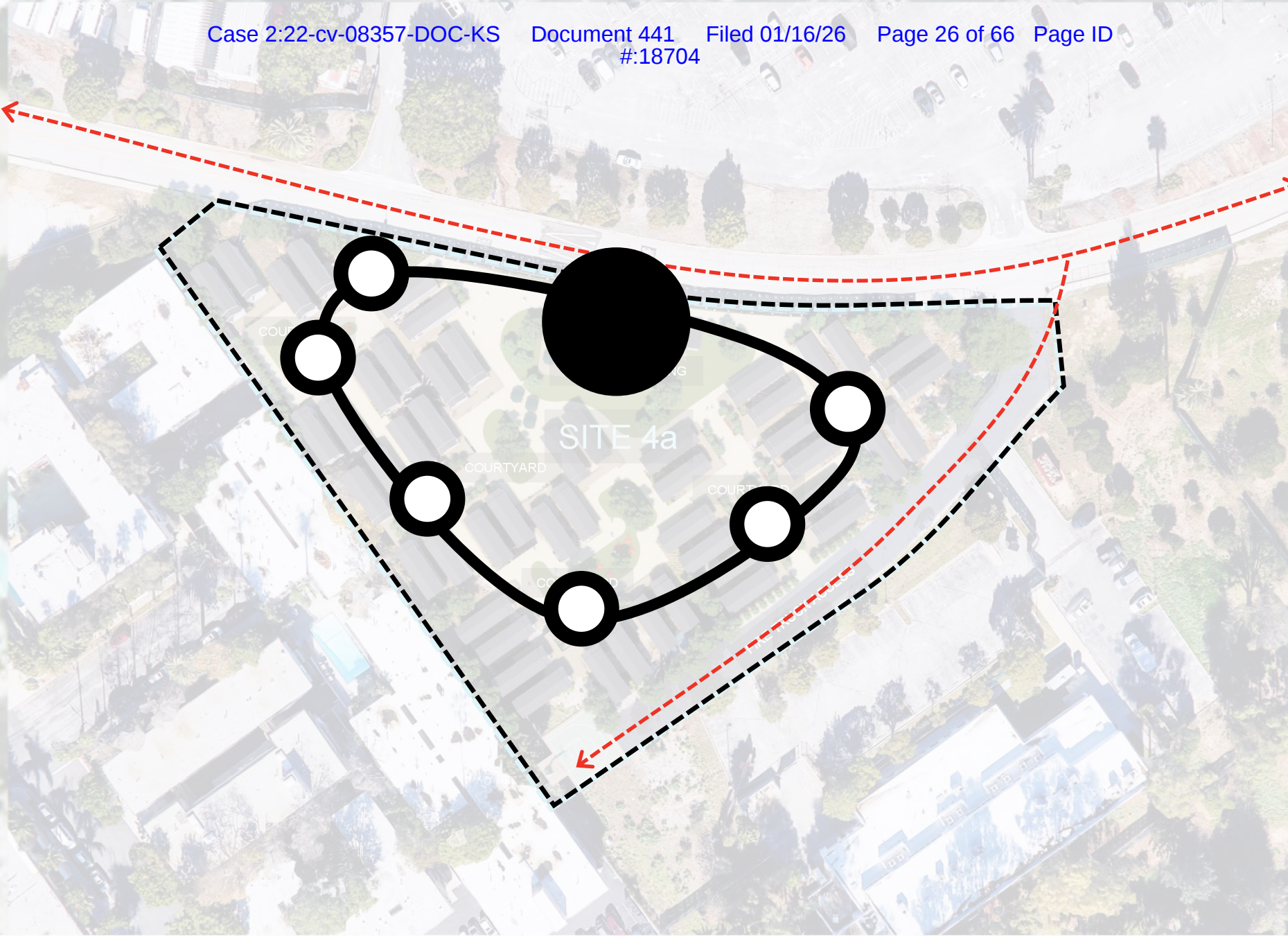




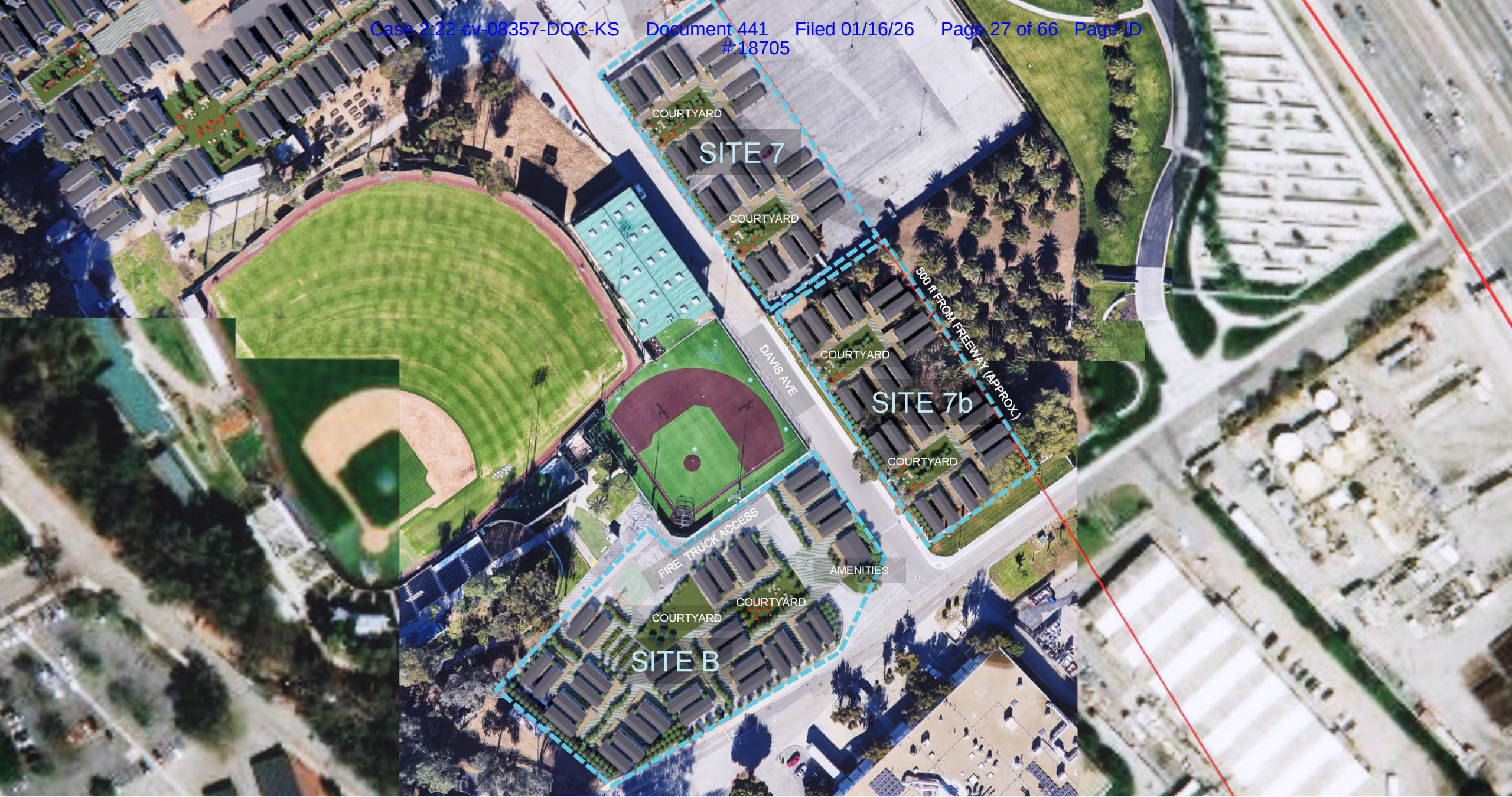
- AMENITIES
- COURTYARDS
- PRIMARY PATHS
- EMERGENCY ACCESS
- SITE BOUNDARY







- AMENITIES
- COURTYARDS
- PRIMARY PATHS
- EMERGENCY ACCESS
- SITE BOUNDARY



COURTYARD

SITE 7

COURTYARD

COURTYARD

SITE 7b

COURTYARD

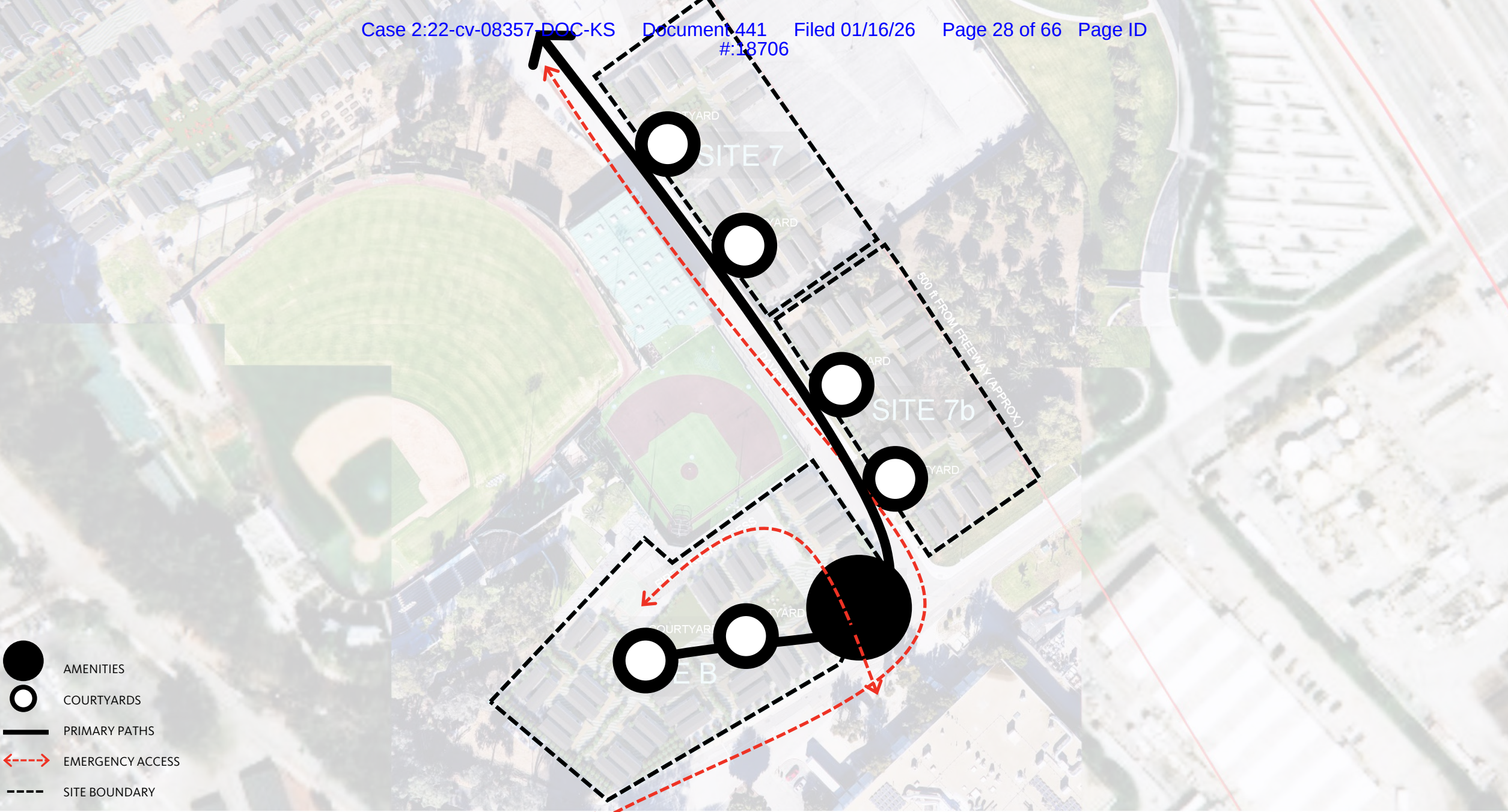
FIRE TRUCK ACCESS

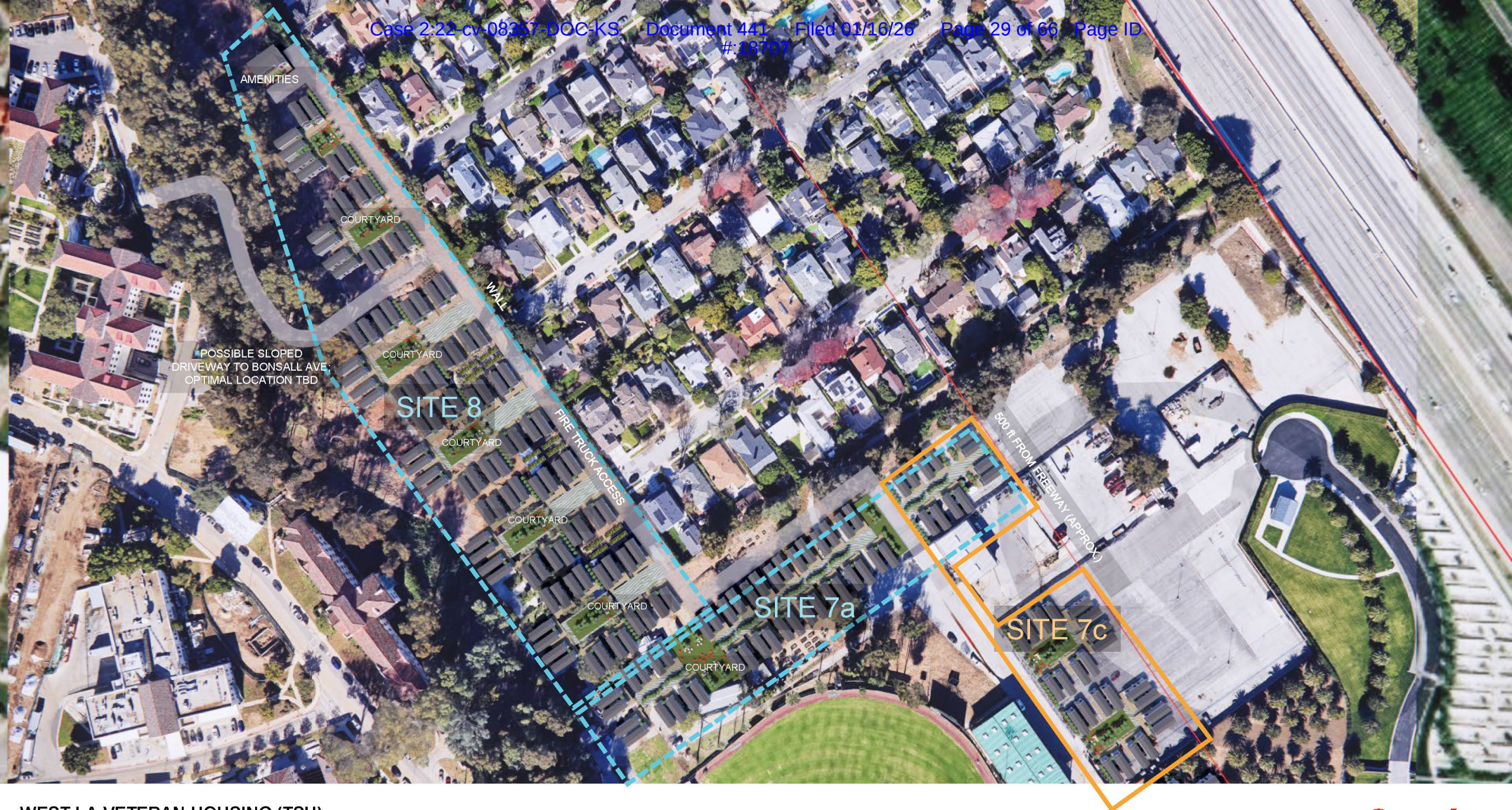
AMENITIES

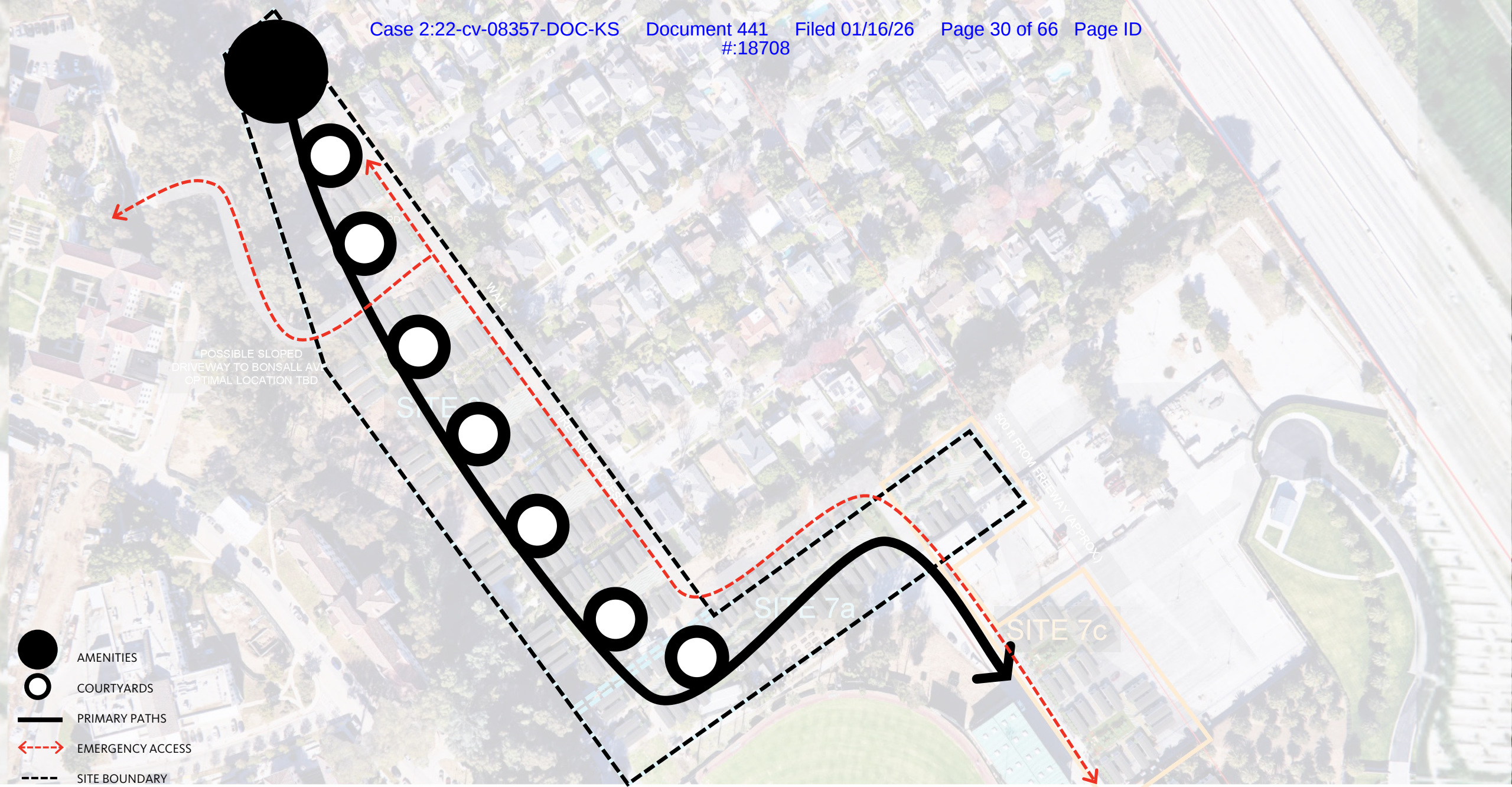
COURTYARD

COURTYARD

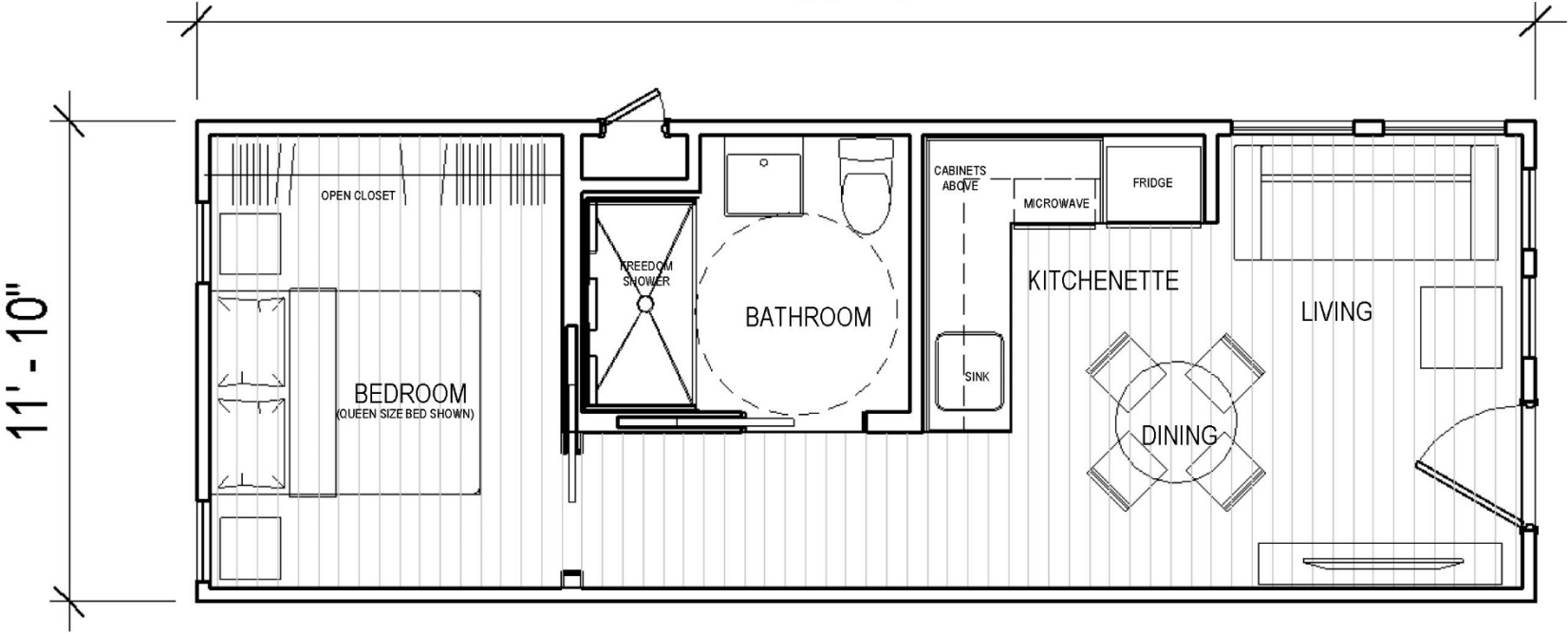
SITE B











2 UNITS CAN BE COMBINED FOR DUPLEX CONFIGURATION

FABRICATOR	FACTORY LOCATION	TYPE	STEEL/WOOD	STACKABLE	ACCESSIBILITY	Approved for use in Appendix P	CURRENT LEAD TIME*	FACTORY CAPACITY	COST	TIMING FOR 50 UNITS	DISTANCE TO LA	PROJECTS IN SOCIAL (italicized = unbuilt)	VA EXPERIENCE	VA HIRING POLICY	UNION LABOR	CONTACT	CONTACT INFO	SITE	NOTES	CALL NOTES
Autovol	Nampa, ID	Volumetric	Wood		High-rise	Fully customizable. Several completed projects with reduced mobility requirements.		6-8 mos.	175-200k per door		820 mi	400 E Adams, LA (Markwood) Enlightenment Plaza, LA (FlexiblePSH)	No. Armed forces experience w/ Guerdan.	No. Strong rep from all branches of	No	Rick Murdock, CEO Michael Merle, Biz Dev	Rick: 208-901-6568 General: 208-606-7500	https://autovol.com/	Very high level of automation. Ex-Guerdon leadership.	Backlog through Q2 of next year.
Champion Homes Skyline	California	Park Model	Wood, Steel Chasis		No.	Awaiting ADA plans. Expecting those today from the team.	Yes approved by HCD for use in appendix P	immediate	94k + 3k for delivery, 14k for intsall	21 units per week. 3 weeks to install, runs 3 factories in CA.									install includes the following: Site sloping grading, membrane piecing anchor straps and pads, perimeter blocking, vapor barrier, tie down for seismic, electrical POC within 10', steps, vented skirt.	Available for purchase on the market. They are following up with their dealers
Boxabl	Las Vegas, NV	Individual volumetric	Steel		Single-story	No. Currently only a standard product. Changes to the product to accommodate accessibility change the way the product unfolds.	Yes approved by HCD for use in appendix P	Current inventory of units.			298 mi	None.	No.			Parker, Governmental Affairs Kim Medrano	General: 702-500-9000	https://www.boxabl.com/	19x19 not currently approved for use in LA. Seeking approvals currently.	
Cavco	Arizona/Riverside	Park Model			Single-story	Might be able to modify	Yes approved by HCD for use in appendix P	Current inventory of units.	5 per week, more if we go further a											
Cutting Edge																		https://cuttingedgehomes.net/project/336-adudio/	Markus: (877) 314-4945 info@cuttingedgehomes.net	
Crate Modular	Carson, CA	Volumetric	Steel		3-story	Fully customizable						Hill Solis - First Village, LA Buena Park Navigation Center, Buena Park						https://cratemodular.com/	Shipping containers.	
FactoryOS/Harbinger Fleetwood	Vallejo, CA	Volumetric	Wood Wood		3-story Single Story	Fully customizable	Yes	12 Months			382 mi	None known. Closest appears to be Vallejo.			Yes, NCCU	Dan Butterfield 951-351-2494		https://factoryos.com/ Mobile Homes in Riverside, CA Modular and Manufactured Homes for Sale Fleetwood Homes	Suited for large projects Publically traded as cavco. Image is of 533 sqft unit. Model AU-14401A. Sold as an ADU	
FullStack	Portland, OR (nearest factory)	Volumetric	Steel		High-rise							1000 E. Madison, Portland, OR								
Guerdon	Boise, ID	Volumetric	Wood		High-rise	Fully customizable		20 modules per week.			905 mi	Star PSH, LA (Skid Row Housing Trust)						https://www.guerdonmodularbuildings.com/	Most well established wood fabricator.	
indieDwell	Brawley, CA (nearest factory)	Volumetric	Wood		3-story	SRO w/ accessible bathroom https://www.indiedwell.com/emergency-housing					215 mi	46-unit PSH, Van Nuys (Decro) 49-unit PSH, North Hollywood (Decro) 25-unit PSH, Los Angeles (Decro)				Emergency Management Division: 208-713-9566	https://www.indiedwell.com/	Requires a conditioned crawlspace.		
Iron town modular																				
Lit Homes	Northern California	Volumetric	Steel		Yes	Yes	Yes													
LitArk																				
Mighty Buildings	Oakland, CA	3D Printed	3D Printed		2-story						359 mi							https://www.mightybuildings.com/		
KHS&S	Rancho Cucamonga	Individual volumetric	Steel and Wood		Single Story	Customizable has units approved through HCD.	Yes		150-200k											
Redman Homes																		Creskside Manor 1482D - Redman Homes Redman Homes - California redmanhomesca.com https://www.plantprefab.com/		
Plant Prefab	Arvin, CA	Panelized, volumetric	Wood		Multi-story	Fully customizable					79 mi	Brooks Venice townhomes, Venice Cloud Apartments, LA						https://www.vbc.co/		
Sola Impact Volumetric Building Companies	Los Angeles, CA Tracy, CA (nearest factory)	Panelized, volumetric	Wood		High-rise	Fully customizable					319 mi	None known.						https://www.vbc.co/	Big, well-funded fabricator.	
*From start of fabrication through delivery to site, laydown area or port.																				

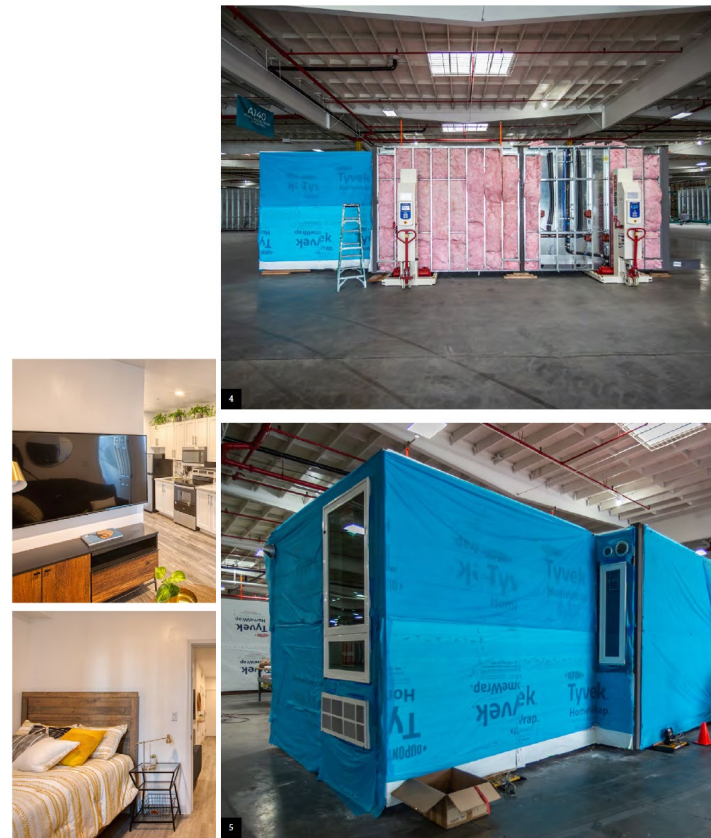
CRITERIA

- Tried and tested
- A Home
- Made in USA

PREFAB



MODULAR



PARK MODEL HOME



SITE 8 – 100 units

SITE 7c – 36 units (partial 7 & 7a)

SITE 7 – 24 units

SITE 7b – 24 units

SITE B – 32 units

SITE 7a – 50 units

SITE 5 – 50 units

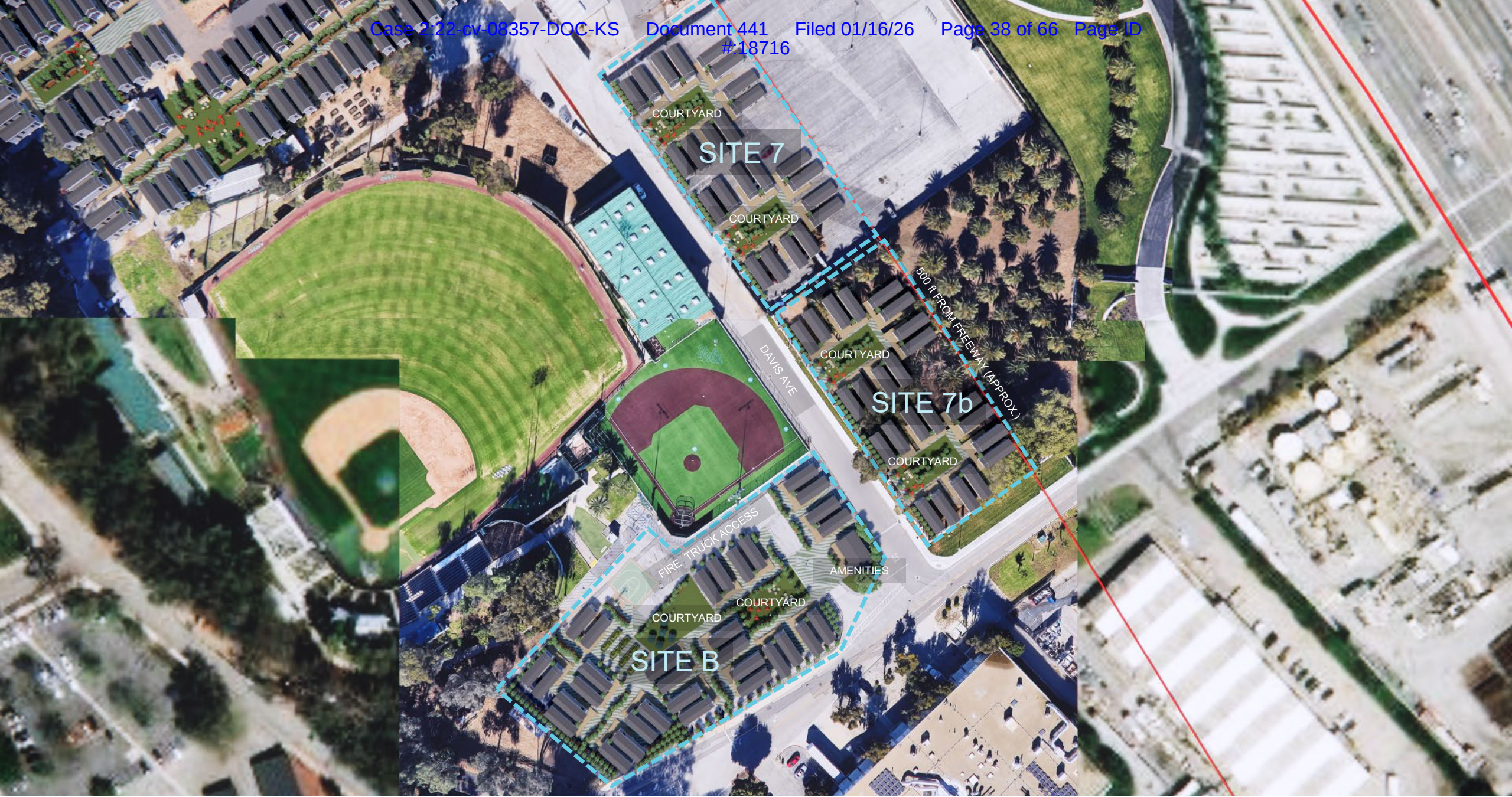
SITE 4a – 50 units

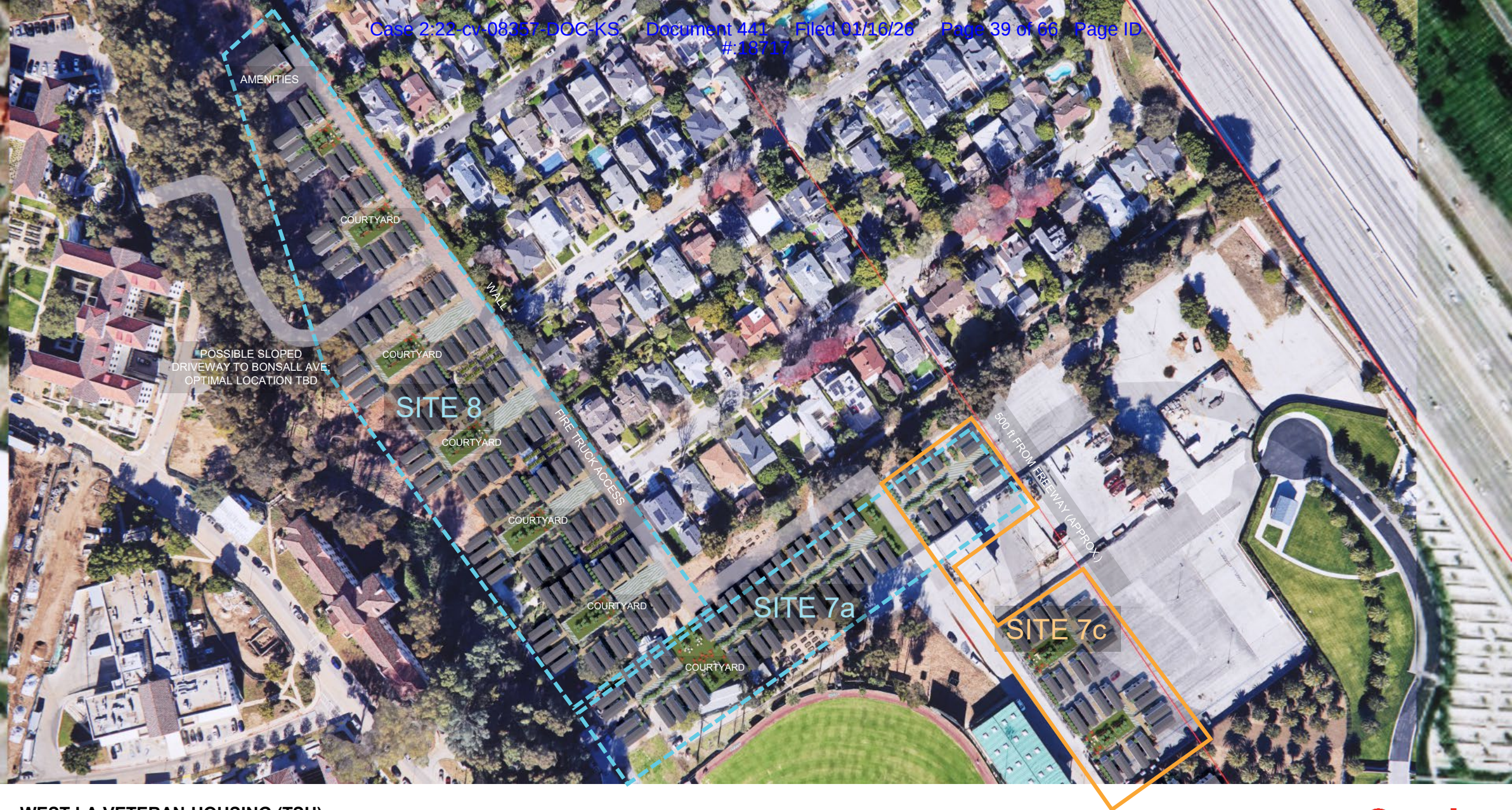
TOTAL UNIT COUNT: 330

(SITE 7c consists of partial sites 7 & 7a and not counted towards the total)

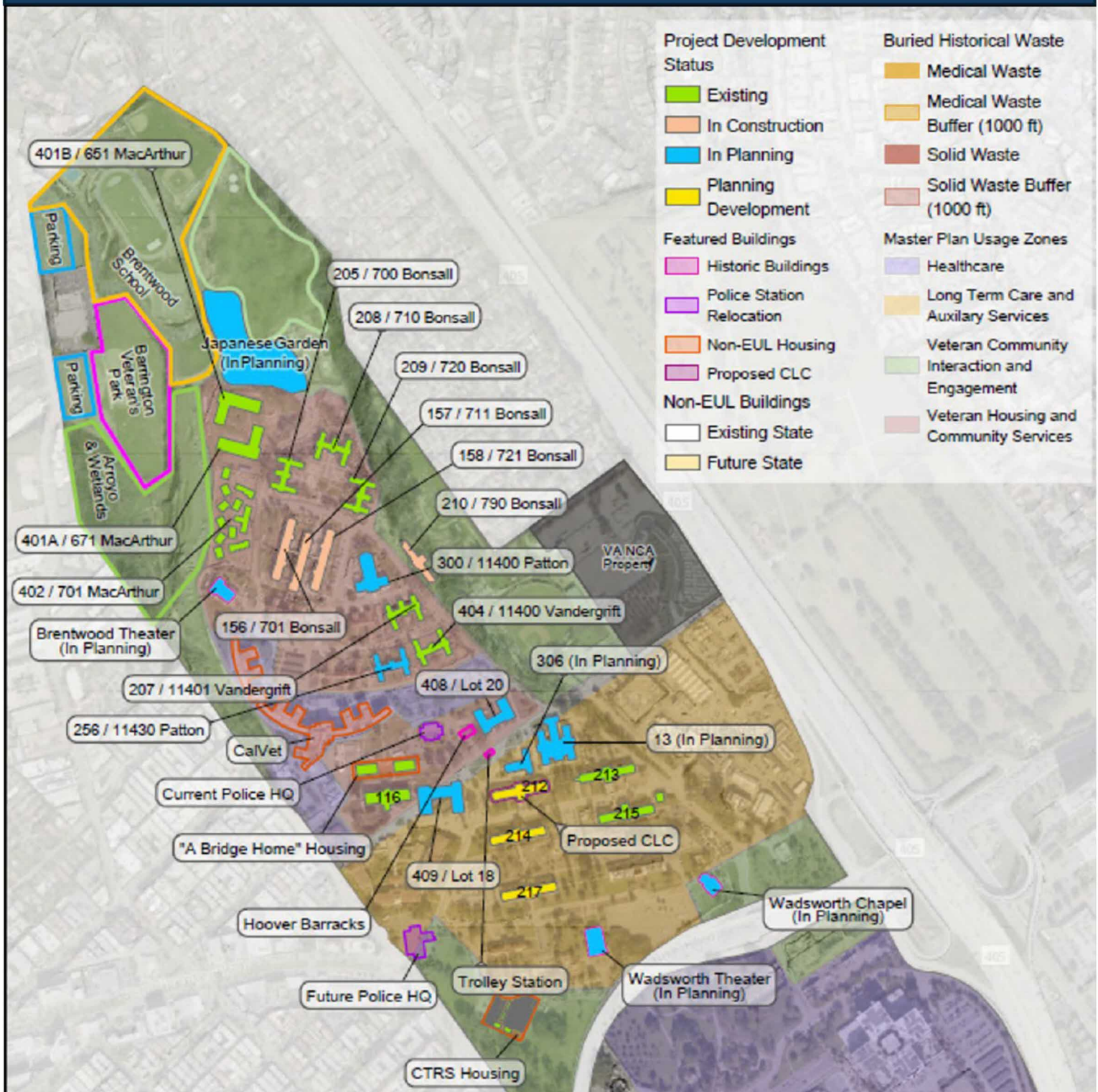




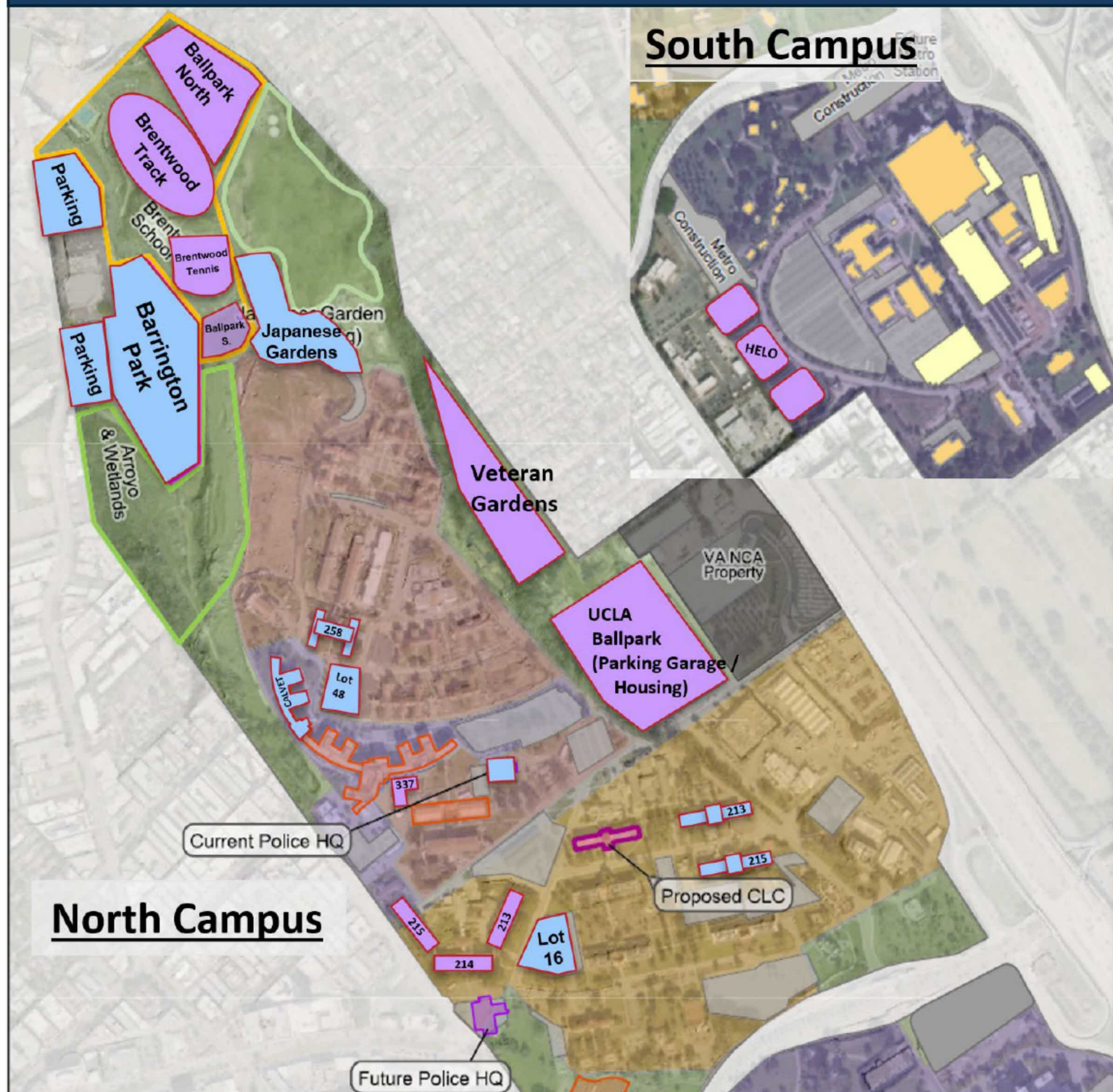




POSSIBLE RENDERING OF PHASE ONE TO REACH UP TO 2,000 BEDS



POSSIBLE RENDERING OF PHASES 2 & 3 TO REACH UP TO 6,000 BEDS





U.S. Department of Justice
Civil Division, Appellate Staff
950 Pennsylvania Ave. NW
Washington, DC 20530

Tel: (202) 305-8849

November 7, 2025

Via ACMS

Molly Dwyer, Clerk of Court
U.S. Court of Appeals for the Ninth Circuit
James R. Browning Courthouse
95 Seventh Street
San Francisco, CA 94103

RE: *Powers v. Collins*, No. 24-6576

Dear Ms. Dwyer:

In May, following argument in this case, the President issued an executive order regarding VA's West Los Angeles Campus. The panel requested, and the parties submitted, supplemental briefing regarding the effect of that executive order on the analysis in this case. The government explained in its supplemental brief that the order generally does not affect the analysis of the issues raised by the government in its appeal.

By way of update, however, I write to call to the panel's attention VA's recent submission of the attached report to Congress – mandated by the West Los Angeles Leasing Act of 2016, and informed by the executive order – that articulates VA's current view of the land-use agreements the validity of which is at issue in the related appeals before the panel. The report – which is judicially noticeable for the fact of its contents, *see, e.g., United States v. Vllha*, [142 F.4th 1194, 1200 n.2](#) (9th Cir. 2025) – states that, under the current Administration, VA is “conduct[ing] a comprehensive review of [its] obligations under” the Leasing Act, including “a comprehensive review and reassessment of

the existing land-use agreements found non-compliant” by the district court in this case. Report 1, 11. It also states that “VA is prepared to exercise its authority to take all appropriate actions, including the termination of lease agreements and any other available legal remedies, where such agreements are determined to be inconsistent with the [Leasing] Act and other applicable federal laws and regulations.” Report 11-12.

Sincerely,

/s/ Daniel Winik

Daniel Winik

cc: All counsel (via ACMS)