

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

- - - - -	-X	
American Federation of	:	25-cv-00583-MRD
Government Employees	:	
Local 2305 & American	:	
Federation of Government	:	
Employees National VA	:	
Council,	:	
Plaintiffs	:	United States Courthouse
	:	Providence, Rhode Island
vs.	:	
United States Department	:	Friday, March 27, 2026
of Veterans Affairs &	:	
Douglas Collins, <i>in his</i>	:	
<i>official capacity as U.S.</i>	:	
<i>Secretary of Veterans</i>	:	
<i>Affairs,</i>	:	
Defendants.	:	
- - - - -	-X	

TRANSCRIPT OF CIVIL CAUSE FOR MOTION HEARING
BEFORE THE HONORABLE MELISSA R. DuBOSE
UNITED STATES DISTRICT COURT JUDGE
VIA VIDEO CONFERENCE

A P P E A R A N C E S:

For the Plaintiffs:	TRAVIS SILVA, ESQ. Keker, Van Nest & Peters LLP 633 Battery Street San Francisco, CA 94111
For the Defendants:	TYLER J. BECKER, ESQ. USD0J, Office of the Assistant Attorney General, Civil Division 950 Pennsylvania Avenue NW, Rm. 3632 Washington, DC 20530
	ANDREA LENA HYATT, ESQ. DOJ-USA0 District of Rhode Island One Financial Plaza, Suite 17th Floor Providence, RI 02903
Court Reporter:	Lisa Schwam, CRR-RPR-RMR One Exchange Terrace Providence, RI 02903

1 27 MARCH 2026

2 (Via video conference; 9:35 a.m.)

3 THE COURT: Good morning. All right. So this
4 is case number 25-cv-583, American Federation of
5 Government Employees National VA Union Council and
6 American Federation of Government Employees Local 2305
7 vs. United States Department of Veterans Affairs and
8 Douglas A. Collins.

9 Could I just have the parties identify
10 themselves for the record, please.

11 MR. SILVA: Good morning, your Honor. This is
12 Travis Silva, Keker, Van Nest & Peters, for the
13 plaintiffs.

14 THE COURT: Thank you.

15 MR. BECKER: Tyler Becker, along with my
16 co-counsel Andrea Hyatt, for defendants.

17 THE COURT: Okay. Good morning. Thank you.
18 And Attorney Silva, are you here just representing all
19 of the plaintiffs this morning?

20 MR. SILVA: I am, your Honor.

21 THE COURT: Okay. Very good.

22 So the Court has before it this morning, I have
23 the plaintiffs' motion to enforce the preliminary
24 injunction that was filed with this Court on March
25 20th. We did receive the defendants' response to that

1 motion that was filed on March 24th. The Court was
2 also provided on March 26th a status report that was
3 filed by defendants. And then I have a response to
4 that status report.

5 So there are several different items that we
6 need to cover this morning but, more importantly, and
7 before we get to the status report, I would like to
8 hear from the plaintiff with respect to the contours --
9 I know this has been fully briefed -- but the contours
10 of your motion for the enforcement action.

11 MR. SILVA: Sure. Thank you, your Honor.

12 And again, this is Travis Silva for the
13 plaintiffs. I should add, your Honor, that our local
14 counsel, Ms. Iafrate, intends to join the hearing. She
15 had some correspondence with your deputy about having
16 to join a few moments into the course of the hearing.

17 THE COURT: She did. Thank you.

18 MR. SILVA: Okay. Thank you, your Honor. And I
19 should start by saying that my clients are very
20 grateful to the Court for hearing the motion on
21 expedited time and for making the Court to deal with
22 what we think are very important issues.

23 I think there are really three different points
24 to be made here. The first is that there is no doubt
25 that the defendants are openly defying the Court's

1 preliminary injunction. And that was true before we
2 got the 7:00 p.m. re-termination notice last night, and
3 it remains true even if with this re-termination
4 notice. And I can address that briefly.

5 The Court has jurisdiction to issue orders to
6 compel the defendants to comply with the preliminary
7 injunction. And then the third point that I think we
8 want to put out into the hearing today is the remedial
9 part, is what the Court should do given the defiance
10 that we've seen to date.

11 And so on the first issue, the fact that there
12 is defiance, I mean, I don't think this is reasonably
13 in dispute so we lay out in our opening papers the many
14 ways in which the Department of Veterans Affairs is not
15 complying with the Master Agreement. The Court wrote
16 in its preliminary injunction order that the Master
17 Agreement was supposed to be reinstated, and that I
18 think clearly means to be put back into place as a
19 substantive matter. The defendants knew that at the
20 time the motion was being briefed. They talked over
21 and over and over again in their briefing, and then
22 Mr. Becker again at oral argument, about what
23 substantive compliance with an injunction would look
24 like.

25 It was their harm argument, it was their

1 irreparable-harm argument, it was their
2 balance-of-the-equities argument, it was out there for
3 the Court. We know that they understand what
4 compliance looks like, and they simply aren't doing it.
5 They didn't submit any facts at all, any evidence at
6 all, your Honor, with your opposition to rebut our
7 showing that they are not in compliance. And so I
8 don't think that there's any dispute on that point.

9 Which brings us to last night's re-termination
10 notice. And the issue here is that a party cannot
11 engage in self-help to just terminate an injunction in
12 the way that I think we're about to hear the defendants
13 say they should be able to do. And the defendants know
14 this because one of your colleagues in Seattle just
15 told them this. And this is the upshot of the response
16 we filed last night. And I know this has been moving
17 very quickly and I wouldn't have any expectation that
18 the Court would have dug into the authorities we cited,
19 but here it is in brief. There's a case up in Seattle.
20 It's about TSA; it's about their collective bargaining
21 agreement. The district court there enjoined the
22 Secretary of DHS from rescinding a collective
23 bargaining agreement; she, the district court, did that
24 in June I think.

25 The Secretary of DHS then re-rescinded the

1 collective bargaining agreement. She did a second
2 termination just like the Secretary here did and she
3 purported to put it into effect. This led to a mad
4 scramble in the district court where there were
5 cross-motions for clarification and for enforcement,
6 which should sound familiar -- we're on all fours --
7 and that led to a hearing and a second order in the
8 district court where the district court said you can't
9 do that.

10 The proper procedure here is to seek relief from
11 a preliminary injunction. If you, the defendant, if
12 you want to modify the injunction, you want to
13 terminate the injunction, you bring a notice motion,
14 you explain the changed circumstance, you brief and
15 bear the burden and we do it in the ordinary course.
16 Not this you engage in self-help maneuver that they
17 tried to do there and that they're trying to do here,
18 your Honor.

19 And so I don't think that this termination
20 changes anything in the immediate course. There is a
21 valid preliminary injunction order in place right now.
22 They didn't appeal. They didn't move for a stay. They
23 knew how to do those things. They haven't done them
24 for whatever technical reason and so they need to
25 comply.

1 That brings me to my second point which is
2 jurisdiction. I think it's beyond clear that this
3 Court has jurisdiction to enforce its orders. We cite
4 a dozen authorities in our opposition saying so. They
5 come from the Supreme Court. We cite half of the
6 courts of appeals. It's very clear that this Court can
7 enforce its injunction. The point they make in their
8 opposition is about -- there are some authorities out
9 there in distinguishable cases, so cases that are about
10 actual breach-of-contract claims where there's language
11 along the lines of a court can't just simply order
12 specific performance by the United States.

13 But their lead case on this is this *Coggeshall*
14 case; it's a First Circuit case from a couple decades
15 ago. And just last year, the First Circuit considered
16 whether that case extends to the APA context and it
17 said no. And we cite that case in our reply. I think
18 it's a remarkable lack of candor from the government
19 that they didn't cite this binding case that limits the
20 extent of this *Coggeshall* case that they put in front
21 of the Court.

22 And we just have this very clear statement from
23 the First Circuit that this -- you know, to whatever
24 extent there's this general principle that a court
25 can't order specific performance by the government, it

1 doesn't apply in a case like this one; it doesn't apply
2 in an APA case. And so these sort of ancillary
3 arguments about distinguishable contexts that the
4 government has in its opposition, they just don't hold
5 water. They don't trump the general principle that a
6 district court can and must enforce its injunction.

7 And then that leads us, in our view, to
8 remedies. And we've put that forward in our briefing.
9 There's no need to modify or to in any way change the
10 preliminary injunction. We agree with the Court that
11 the injunction was clear. That was the upshot of the
12 text order that the Court entered on Monday of this
13 week that that order is clear and that under that order
14 compliance is due. But clearly I think remedial orders
15 are necessary here to coerce compliance out of the
16 defendants. An order making clear that they need to
17 substantively comply seems appropriate given the fact
18 that they have made no efforts to do so.

19 We think that the officials who are actually
20 responsible on a day-to-day basis for the
21 decisionmaking in this arena need to begin filing
22 reports and acknowledgements with the Court. We lay
23 that out in our briefing and we provide models, you
24 know, citations to where other district courts have
25 required similar things just to make the point that,

1 you know, this is a common remedy in this situation
2 that other courts have ordered. It's not an
3 out-of-left-field request.

4 There's the issues about the subsidiary
5 agreements and the issue about the corrective
6 communication. That's laid out in the papers and I'm
7 happy to answer any questions about it, but we think
8 that those four pillars are the pillars of compliance.
9 One, an order making clear that broadly the Master
10 Agreement needs to go into effect. Two, reporting
11 requirements under oath from these officials who bear
12 responsibility in this area of the VA's operations.
13 Three, full extent of the PI includes subsidiary
14 agreements. And four, the corrective communication
15 needs to go out given the way that the VA is
16 communicating with the workforce.

17 With that, your Honor, I'd be very happy to
18 answer any questions that the Court has, but I
19 otherwise think these issues have been fleshed out in
20 writing and that we would -- I'll just pause there.

21 THE COURT: Thank you, counsel.

22 Attorney Becker.

23 MR. BECKER: Yes, your Honor. I think because
24 of the VA's re-termination of the collective bargaining
25 agreement last night, this -- plaintiffs' specific

1 motion to enforce here is moot. Their motion to
2 enforce, their remedy that they're seeking, is all
3 prospective relief. I think that the plaintiffs
4 haven't put before the Court anything at this point
5 that would suggest that they are challenging the -- or
6 anything that would allow the Court to enjoin the
7 re-termination.

8 So given this change of factual circumstances,
9 in addition to the Court's clarification order on
10 Monday, the motion to enforce -- this motion to enforce
11 is moot. I want to distinguish the Western District of
12 Washington case that counsel has cited. There's a
13 couple of different factors here as to why this would
14 now -- the plaintiffs were able to terminate now.

15 First of all, the plaintiffs saw the motion for
16 clarification that was granted on Monday, and that
17 motion for clarification had asked whether the Court's
18 preliminary injunction order prevents defendants from
19 re-terminating. And plaintiffs here in their complaint
20 had really only challenged the August 6th, 2025,
21 termination. And as a result, the Court appropriately
22 clarified or said that its order was already clear on
23 this point so defendants, first of all, had -- were
24 essentially seeking to make sure that re-termination
25 was allowed by the order.

1 The Western District of Washington case is a bit
2 different because there, the injunction was much
3 broader; it was not just reinstating a collective
4 bargaining agreement. And even there, plaintiffs
5 had -- or defendants had sought a dissolution motion
6 from the district court that was pending and
7 termination occurred during -- while that motion was
8 pending before the Court.

9 So with respect to -- I know the Court may not
10 have had a chance to dig into all of the differences
11 between these cases, but defendants would maintain that
12 that is an entirely different situation than we have
13 here.

14 THE COURT: Attorney Becker, I think what you're
15 suggesting to this Court is that the language in our
16 clarification that noted that a termination of a
17 contract could conceivably happen, you're conveniently
18 leaving off the lawful part; that there are lawful
19 channels that the defendants could use to terminate the
20 contract and that was not followed here. And it seems
21 that you're suggesting that the re-termination in some
22 way negates or moots out this Court's what I believe
23 was a very clear order that the collective bargaining
24 agreement that was previously terminated was now back
25 to the status quo, not just in name, but in substance.

1 So you have to help me understand why your
2 status report that you filed, which is essentially in
3 this Court's view an unlawful re-termination, why
4 should the Court consider that as superseding this
5 Court's previous order?

6 MR. BECKER: Your Honor, the Court made clear on
7 Monday that the re-termination -- that the Court's
8 preliminary injunction did not seek to prevent
9 defendants from --

10 THE COURT: For lawful reasons. For lawful
11 reasons. And there is nothing in any of the documents
12 that were filed with this Court that suggest that this
13 is an end-around around this Court's preliminary order;
14 that there is a process that the defendants certainly
15 could follow to seek redress from either a higher court
16 to stay this Court's preliminary order, to seek a
17 rehearing because of changed circumstances. None of
18 that happened here. So there was a late-night
19 re-filing of a re-termination which throws everything
20 that the Court attempted to do to clarify into chaos.

21 And I think for you to suggest that all of the
22 work that was done prior to the re-termination is kind
23 of mooted out and we kind of disregard is really a
24 blatant disrespect for not just this Court's order, but
25 for the rule of law. And so unless there's anything

1 else, I am prepared at this point to grant the motion
2 for the preliminary injunction. I think because -- and
3 I was prepared at this point to read into the record
4 the contours of that order, but because of what I've
5 heard in this hearing this morning, I believe that this
6 Court needs to be crystal clear as to what the Court is
7 ordering and what the expectations are from the
8 defendants.

9 I am going to ask that, from the defendants'
10 perspective, to participate in a show cause exercise
11 with me where I'm going to ask you to show cause to
12 this Court on why I shouldn't deem the re-termination
13 letter that was filed as being in contempt of this
14 Court's order. I'm going to give you until the close
15 of business on Tuesday to help me understand why I
16 shouldn't consider that re-termination as a blatant
17 disregard of this Court's order.

18 The plaintiffs, to the extent that you'd like to
19 respond to the show cause, I would ask for that by the
20 end of business on Thursday, that's of next week. I
21 understand that it's Good Friday and that's a very
22 important, solemn occasion for many, but I'm going to
23 have to hold a hearing on Friday. We'll do that
24 sometime in the afternoon. I'll work with my court
25 administrator.

1 But that show cause hearing really goes to the
2 heart of what I see as really some disingenuous actions
3 taken by the defendant. I hope that's not the case so
4 I'm going to give you the opportunity, Mr. Becker, to
5 clarify that for this Court. But just so that we're
6 clear, the motion to enforce is granted. The Court is
7 going to file forthwith a list of the clear
8 expectations of this Court as to what we are looking
9 for, and I believe at this point we're going to have to
10 ask, similar to the Court out in the
11 Southwest -- Pacific Northwest, excuse me -- that we're
12 going to have to get status reports that explain to the
13 Court how compliance is being fulfilled.

14 I have some serious concerns that I received a
15 status report that was a re-termination letter. It's
16 astonishing to this Court. So I will have that order
17 entered. The motion will be granted. An order will
18 follow shortly. And we will look forward to the show
19 cause filing from defense counsel close of business on
20 Tuesday. If there's nothing else?

21 MR. SILVA: Nothing from the plaintiffs, your
22 Honor. Thank you for your time.

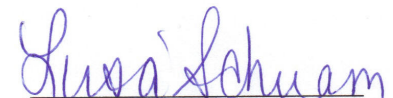
23 THE COURT: Very good. Okay. Thank you.

24 (Proceedings concluded; 9:52 a.m.)
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATION

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


Official Court Reporter

March 27, 2026