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10 THE REGENTS OF THE UNIVERSITY OF
11 CALIFORNIA

12 STATE OF CALIFORNIA
13 PUBLIC EMPLOYMENT RELATIONS BOARD

14 THE REGENTS OF THE UNIVERSITY OF
15 CALIFORNIA,
16 Charging Party,
17 and
18 UNITED AUTOMOBILE WORKERS, LOCAL
19 4811,
20 Respondent.

Case No. SF-CO-246-H; IR No. 844

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA'S SUPPLEMENTAL
EVIDENCE IN SUPPORT OF REQUEST FOR
INJUNCTIVE RELIEF**

SLOAN SAKAI YEUNG & WONG LLP
Attorneys at Law

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Dated: May 29, 2024

SLOAN SAKAI YEUNG & WONG LLP

By: 
TIMOTHY G. YEUNG

Attorneys for Charging Party
The Regents of the University of California

SLOAN SAKAI YEUNG & WONG LLP
Attorneys at Law

EXHIBIT A

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SLOAN SAKAI YEUNG & WONG LLP
Attorneys at Law

1 **DECLARATION OF MELISSA MATELLA**

2 I, Melissa Matella, declare as follows:

3 1. I am the Associate Vice President for Employee & Labor Relations at the University of
4 California Office of the President. I have personal knowledge of the following and, if called as a witness,
5 could and would competently testify thereto.

6 2. In my role as Associate Vice President for Employee & Labor Relations, I oversee
7 negotiations between the University and its various unions. In 2022 and 2023, the United Auto Workers
8 (“UAW”) and the University engaged in contentious bargaining during which UAW engaged in a
9 systemwide strike for many weeks. The University did not seek to enjoin this conduct, and eventually
10 reached a successor agreement with UAW. In the agreement, the University granted UAW numerous
11 concessions on wages and benefits, among other things. In exchange the UAW agreed to a strong no-
12 strike provision for the term of the successor agreement (among other things). A major reason why the
13 University made concessions to UAW was to achieve labor peace for the term of the successor agreement.

14 3. Colleagues have also made me aware that in the Fall of 2019, UAW members at UC Santa
15 Cruz engaged in a wildcat strike that later spread to other UC locations. At the time, the University and
16 UAW were parties to a collective bargaining agreement in effect from August 2, 2018, through June 30,
17 2022. It is my understanding that the Public Employment Relations Board issued a Complaint (PERB
18 Case No. SF-CO-238-H) against UAW for that wildcat strike. UAW and the University eventually
19 reached a settlement over their mutual unfair practice charges resulting from the wildcat strike. That
20 settlement affirmed that the no-strike clause in the parties’ agreement is a material term of the agreement.

21 I declare under penalty of perjury under the laws of the State of California that the foregoing is
22 true and correct.

23 Executed on 5/29/2024, in Oakland, California.

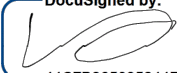
25 DocuSigned by:

26 4407B365895244f...
Melissa Matella

EXHIBIT B

1 **DECLARATION OF BENJAMIN E. HERMALIN**

2 I, Benjamin E. Hermalin, declare as follows:

3 1. I am the Executive Vice Chancellor & Provost at the University of California Berkeley.
4 Except for those facts stated on information and belief, I have personal knowledge of the following facts,
5 and if called as a witness, could and would competently testify to them. As for those matters stated on
6 information and belief, I believe them to be true, and could and would testify to them.

7 **UAW Workers At UC Berkeley – Summer Session 2024**

8 2. UC Berkeley, unlike many of the University of California’s other campuses, is on a semester
9 schedule. This means that our spring semester ended on May 10, 2024, and we are now in the middle of
10 our summer session. Summer session remains an active academic period for our campus and relies heavily
11 on UAW members for teaching and research duties.

12 3. Over 15,000 students have enrolled in UC Berkeley’s summer session. Although classes for
13 these sessions run on varying schedules, assuming UAW’s strike continues only through June 30, it would
14 impact over 12,000 of the enrolled students (four of the seven sessions start in May and June; three of the
15 seven sessions start on or after July 1). If the strike extends into July and August, the number of students
16 affected would grow.

17 4. If the strike occurs in June and lasts for a significant portion of the month, it would result
18 in the cancelation of numerous courses in Summer Session 12W, A, B, and C. Over 12,000 students have
19 already enrolled in courses during these sessions.

20 5. Approximately 136 courses and 161 sections in Session A (6 weeks), Session B (10 weeks)
21 and Session C (8 weeks) have UAW graduate student employees as the primary instructor of record, the
22 *de facto* instructor of the course, or providing essential support to the instructor of record for a course. If
23 UAW members strike for the month of June (or a significant portion thereof), then these courses would be
24 without instruction and would very likely be canceled because finding substitute instructors in a timely
25 manner will, as a rule, be impossible. This is largely due to the lengthy and involved nature of the UC
26 search process at a point when these courses are well underway or about to begin. The hiring process
27 requires an open search: even with an existing search pool, interviews, documentation, and onboarding all
28 take a considerable amount of time. Conducting a search process at this time also assumes people are

1 available—most people have already made summer plans at this point—and are willing to pick up a course
2 midstream or very shortly before it is set to begin, which is unrealistic. Also keep in mind that it would
3 obviously be challenging to recruit graduate students to replace striking student workers and that Senate
4 faculty are almost all on nine-month (academic-year) appointments and, thus, cannot be required to
5 substitute for striking workers in the summer. It would, thus, be impossible for UC Berkeley to find
6 substitute instructors for the vast majority, if not all, of these courses.

7 6. Further, given the short duration and nature of the summer session, the University could not
8 make up these courses after the fact. It is important to note that summer courses must be approved for a
9 particular length and not all courses are approved to be taught in every session. Some cannot be taught in
10 a shorter session because they require eight weeks or more of instruction. There is no equivalent session
11 or room later in the summer for an 8 or 10-week course given the start of welcome week and fall term.
12 Additionally, Session A is already underway making it nearly impossible to reschedule them fully intact if
13 an attempt was made to do so at this point. It is also highly unlikely that instructors and students will be
14 available for a later session. Students and faculty typically have other summer plans. Many of our summer
15 students are not UC Berkeley students and, thus, cannot make up the courses during the academic year.
16 Even for UC Berkeley students, who typically already have an academic schedule for the coming year,
17 taking the courses during the academic year would not be a solution.

18 7. Over 12,000 students are enrolled in these courses. Losing these courses would deprive
19 these students of the academic credit on which they were counting. This will affect students in a number
20 of ways. Many students are matriculated Berkeley students who are leveraging summer courses to fulfill
21 requirements. Cancellations will impact their ability to complete courses they need to graduate, likely
22 preventing them from moving forward in their programs and thus delaying their ability to graduate and
23 begin earning wages. Session C is the largest session and includes not only Berkeley students but also
24 thousands of visiting students. These visiting students make travel and living arrangements to come to our
25 campus, costs that will not be refunded to them. It is also extremely unlikely these students will be able to
26 adjust their study dates or return for another summer. This session also marks the start of our Pre-College
27 Scholars residential program, in which high school students come to live and study on our campus. All of
28 our summer student populations will be deeply affected by course cancellations or alterations at this late

1 date. Attending summer sessions are not required and many students and their families are paying extra to
2 attend. Additionally, not taking summer session courses can preclude students taking one or more courses
3 in the academic year for which they have enrolled, but for which the canceled summer sessions course(s)
4 is (are) a prerequisite; it can delay or prevent students declaring majors for which the canceled summer
5 sessions course(s) is (are) a prerequisite; and it can lengthen time to degree because those credits will need
6 to be earned later in the students' careers and/or because students have had to delay declaring a major.

7 8. Should the strike and/or work stoppages continue past June 30, the academic and financial
8 impact on the University would only continue to grow as more courses had to be canceled.


9 **Impact on University Research**

10 10. UC Berkeley has approximately 2422 UAW members who are Graduate Student
11 Researchers (GSRs). These UAW members support the research of faculty and other Principal
12 Investigators. Lack of GSR support will vastly slow research on the campus. This risks Principal
13 Investigators being unable to complete projects in a timely fashion. Because many grants are provided for
14 a fixed period of time, these delays risk Principal Investigators running out of grant funding to complete
15 projects and/or being able to meet expectations with regards to deliverables. Delays in completing projects
16 put at risk Principal Investigators' ability to compete successfully for subsequent grant funding (funding,
17 ironically, necessary to employ GSRs). Serious delays in completing projects would affect Principal
18 Investigators' academic careers, in particular causing delays in their merit and promotion reviews,
19 including tenure reviews. In a worst-case scenario, the delays could result in negative tenure reviews.

20 11. The UAW appears to recognize that their actions will cause severe irreparable harm to the
21 University. In FAQs it released justifying its strike, it explained depriving the University of Union
22 members' labor would cause the University to "cease to function."

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
24 and correct.

25 Executed May 28, 2024, in Berkeley, California.

26
27 
Benjamin E. Hermalin

28 Executive Vice Chancellor & Provost

EXHIBIT C

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05/29/24 12:13 PM

1 **DECLARATION OF ELIZABETH H. SIMMONS**

2 I, Elizabeth H. Simmons, declare as follows:

3 1. I am Executive Vice Chancellor for Academic Affairs at the University of California, San
4 Diego (“UCSD”). Except for those facts stated on information and belief, I have personal knowledge of
5 the following facts, and if called as a witness, could and would competently testify to them. As for those
6 matters stated on information and belief, I believe them to be true, and could and would testify to them.

7 **UAW Academic Workers At UCSD**

8 2. At UCSD, UAW members teach classes and discussion sections, advise undergraduates in
9 discussion groups and laboratory settings, manage labs, tutor students, administer exams, grade papers,
10 conduct extramurally sponsored research, and supervise undergraduate research, among other tasks. For
11 the current spring quarter, UCSD has over 7,000 academic student employees, postdoctoral scholars, and
12 non-student academic researchers. These UAW members are highly involved in nearly every aspect of the
13 University, and provide crucial support to undergraduate students as they prepare for finals and the
14 conclusion of their degrees at UCSD.

15 3. For example, approximately 3,000 Teaching Assistants oversee roughly 870 undergraduate
16 classes, seminars, discussion sections, and laboratory sections. These classes, seminars, discussion
17 sections, and laboratory sections have a total enrollment of hundreds of thousands of students.

18 4. When UAW members strike, the strike will end the vast majority of the classes, seminars,
19 discussions sections, and laboratory sections UAW members oversee. The sheer number of academic
20 student employees, volume of courses that they teach, and their specialized skills make finding substitute
21 instructors impossible. UCSD has more than 300 classes with enrollment in excess of 100 students. Each
22 of these classes involve crucial support from UAW members. Should this strike occur, tens of thousands
23 of undergraduate students will see crucial lectures, seminars, discussion groups, and labs canceled. Further,
24 these courses will never be made up. UCSD’s spring quarter ends on June 14 leaving no time to conduct
25 makeup classes, exams or projects. The strike will thus deprive a significant number of students of
26 instruction, grades, and the culmination of an entire quarter’s worth of effort and work. Some specific
27 examples follow.

28 5. The Department of Mathematics provides some additional examples of the impact a UAW

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1 strike will have on instruction for undergraduate students. Around 130 UAW members support seventy-
2 one of the Department's seventy-three spring quarter courses. Over 9,000 undergraduates are enrolled in
3 these UAW-supported courses. UAW members provide these students direct instruction, as well as
4 supervise, and manage laboratory and discussion sections. They also provide instructional support such as
5 office hours, grading, and proctoring.

6 6. Further, over 700 mathematics students rely on UAW members as their courses' instructor
7 of record. This means that these UAW members run the courses. They are responsible for teaching,
8 lecturing, directing other TAs, as well as overseeing examinations, grades and final projects. A strike now
9 would deprive these 700 students of their instructor, prohibiting the students from completing their courses,
10 exams, and final projects. There simply is not time to identify instructors with the specialized skill to take
11 over the course and hire them. Nor is there any guarantee a substitute would be able to access the UAW's
12 members syllabus and other course materials, were a substitute even available.

13 7. Whether a course has a UAW member as an instructor of record, or the UAW member
14 manages discussion groups, labs, or provides office hours, a strike would end students' access to these
15 resources just as the students need the resources the most. Students would not be able to access key
16 instructors as they prepare for finals and work to complete final projects. Further, classes, exams, and
17 projects would be canceled, depriving students of opportunities to showcase the progress they have made
18 over the course of the quarter. This would be particularly harmful to students who have worked the hardest
19 to overcome a poor start to the course. They would be deprived of the fruits of their efforts.

20 8. Students enrolled in courses at UCSD's Department of Chemistry and Biochemistry will
21 experience the same significant disruption to their educations if UAW members are permitted to strike.
22 The Department of Chemistry and Biochemistry has 29 undergraduate courses in the spring quarter
23 supported by UAW members. Approximately 5,900 undergraduates are enrolled in these courses, many
24 with "senior" status, meaning that they are slated to graduate in June of this year. A UAW strike would
25 disrupt the instruction for all of these students in the same way just described for students in the
26 Mathematics Department. It would result in canceled classes, seminars, discussion groups, and labs,
27 threatening student's grades, their graduation and future plans.

28 9. For example, UAW members currently manage 77 sections in the Department's nine

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laboratory courses. These courses have approximately 1,723 enrolled students (973 with Senior status). If the UAW members were to strike, all of these laboratory sections would be canceled (for many, there are at least two-four lab sessions remaining; each lab is on a different topic, involving different material). Due to chemical health and safety, enrolled students in these courses would no longer be able to complete these courses in person. Nor would it be possible to identify and hire substitute instructors with the requisite qualifications in order to finish the quarter, or ensure that a substitute instructor would have access to the course materials and records required to complete the course according to the syllabus and assign grades accurately reflecting the students' work. This would have a direct impact on progress through required major coursework (since all of these labs are required courses for our majors).

10. Students in UCSD's School of Biological Sciences would experience similar consequences of a UAW strike. Approximately, 100 UAW members work in approximately 52 lectures and 19 labs during the spring quarter. Many of the lecture courses are prerequisites for downstream classes, and disrupting the course would affect students' time to degree and students' finances (incurring more tuition costs due to a longer degree timeline). The labs—which are graduation requirements—could not continue without UAW members. UAW members are responsible for, among other things, safety, grading and instruction, and without their management, the labs would be cancelled. Finding substitute instructors would also not be possible for the reasons already stated in prior paragraphs.

11. The School of Social Sciences provides some additional examples of how a UAW strike will disrupt the education of thousands of undergraduates. This school has 21 classes in Spring Quarter 2024 taught by UAW members. 1,336 students are currently enrolled in these courses taught directly by UAW members. If UAW members walk off the job, these courses would end before finals, depriving these students of valuable instruction time, and prohibiting the students from completing their studies. For the same reasons outlined above, it would be impossible to find replacement teachers at this point in the semester.

12. Among the students in these classes are 11 students in their final quarter of the Global Health Honors Horizons Thesis Seminar, which is a two quarter seminar for Seniors culminating in a thesis workshop facilitated by UAW members. In the workshop, UAW instructors provide and facilitate critical input for students preparing a senior thesis that will provide an important credential for students in the next

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1 stage of their careers and as they prepare applications for graduate academic or professional training.
2 Withdrawing support from this class at this point will be extremely detrimental to these students in the
3 final stages of this important milestone. Students would lack the feedback required for finalizing this
4 important project that sums the work of 20 weeks of effort.

5 13. COMM 190 Junior Seminar provides another example from the School of Social Sciences.
6 It is taught by a UAW member, and is a requirement for graduation in the COMM major. A disruption to
7 this class would endanger academic progress, at a minimum delay completion of the students' degrees, and
8 could create disruptions to students' post-graduation plans if their credit and degrees do not post in a timely
9 manner. UCSD is on the quarter system, meaning that the academic term is 10 weeks long (plus a week
10 for final exams). Each week missed equates to 10% of the course missed – and the later weeks of the course
11 contain the most advanced material and assignments. In the prior strike, UCSD saw many grades from
12 courses taught by UAW members delayed for four to eight weeks, and there is no reason to think the same
13 would not occur here.

14 14. ECON 110A, Long-Run Macroeconomics, provides another example. This course, taught
15 by UAW members, is a pre-requisite for the 91 students enrolled in it to progress to the next course in their
16 studies. If the strike disrupts the students' coursework—either because students cannot complete the
17 course, or students' loss of instruction means they do not pass the course—they would not be eligible for
18 the next course in the sequence, which would at a minimum delay, if not completely derail, students' degree
19 plans. The students would miss a significant amount of instruction—including advanced materials needed
20 for future classes. Further, in many courses, one earns a majority of course points during the last weeks
21 and the final exam; students missing instruction at this time are indeed at high risk of failing the course.

22 **Impacts of Lost or Delayed Grades**

23 15. It is worth emphasizing that losing final grades (because for example a final exam or project
24 is canceled due to the strike) and/or delays in getting in grades for students will have significant material
25 impact on UCSD's students.

26 16. As noted above, when exams and final projects are canceled, students' final grades will not
27 reflect their actual progress in a course. This could be particularly damaging for students who may have
28 struggled at the beginning of a course, but worked very hard to master course content as the course

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1 progressed. These students will be left with failing grades, when they deserve better. Poor grades can
2 impact everything from a student's ability to progress in their major, to graduate school and employment
3 prospects.

4 17. Delays in grades can also have other effects on students. Our student athletes, for example,
5 must maintain a certain grade point average to remain eligible for participation in sports. Unreported, blank
6 grades, and no-pass grades are treated as failing grades of athletic eligibility purposes. This could
7 immediately impact any student who has a competition or practice shortly after the term ends, preventing
8 them from participating. For example, the men's and women's soccer teams both have foreign tours that
9 being in June. Any delays in grades will jeopardize the ability of these students to participate in this event,
10 and even travel with the team.

11 18. Delays in grades may also affect student financial aid. Assessment of Satisfactory Academic
12 Progress is a prerequisite for awarding aid to students. Missing grades will make it impossible to assess
13 which students have made Satisfactory Academic Progress ("SAP") because we will not have a full picture
14 of the student's grades. This will be particularly detrimental to students relying on financial aid for fall
15 quarter. UCSD packages aid for the upcoming academic year in mid-July. The University must assess
16 every student's SAP standing to determine if they are eligible to receive funding in the upcoming academic
17 year. In a typical year, we have over 900 students that are ineligible and require an SAP appeal. Even a
18 short delay in grades would impact these students' ability to complete their appeals and delay financial aid
19 decisions.

20 **Impact on University Research**

21 19. UCSD has approximately 2000 UAW members who are Graduate Student Researchers
22 (GSRs). These UAW members support the research of faculty and other Principal Investigators. Lack of
23 GSR support will delay important projects, impacting research progress, UCSD's financial outlook, and
24 potential endanger future sources of funding.

25 20. The University's School of Biological Sciences provides a good example. The
26 approximately 100 labs rely on 185 UAW members with specific and extensive training to conduct time
27 sensitive research in their role as Graduate Student Researchers. In invertebrate genetics, with generation
28 times of days, experiments involve multi-generation breeding schemes that cannot be paused. Some labs

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1 use complex behavioral training paradigms that require regular training and testing over months or the
2 animal will not be comparable to other specimens. Experiments in developmental biology are very time
3 sensitive as they require precisely timed collection of developmental stages. Due to their specialized
4 training, the UAW members in these labs cannot be replaced. If they walk off the jobs, their work would
5 be lost. Such losses not only result in delays, they also have economic consequences. Labs must restart the
6 experiments, using labor and materials that otherwise could be put towards other purposes. This could cost
7 the University millions of dollars in lost resources.

8 21. Delay in results also risk funding sources. Many funders have only 1 to 3 deadlines per year
9 for any given funding scheme. Competitive proposals for these grants require extensive preliminary data.
10 Delays in experiments due to UAW members withholding labor will impact the data UCSD has available
11 to submit to these proposals. For example, faculty in UCSD's Scripps Institution of Oceanography
12 experienced some of the consequences outlined above during the last UAW strike in 2022 and 2023. Then,
13 samples in the Geochemistry Facility were not processed on time due to UAW members withholding their
14 work. This delayed research results and grant proposal submissions up to a year.

15 23. Faculty at the University's Shiley Eye Institute provide additional examples of the negative
16 effects a UAW work stoppage will have on research. Some faculty plan to use data from UAW members'
17 projects in the coming weeks and months for upcoming grant proposals. A strike will delay the completion
18 of these projects by 4-12 months and place the grant funding at risk.

19 24. Other research funding sources would also be endangered. Funding for some NIH-
20 sponsored projects depend on UCSD's ability to enroll patients in studies. UAW members participate in
21 these enrollments. A UAW strike would affect funding for these awards because fewer patients would be
22 enrolled, and it would affect the lab's ability to complete the study in the original intended timeline.

23 **Other Irreparable Harm**

24 25. The UAW appears to recognize that their actions will cause severe irreparable harm to the
25 University. In FAQs it released justifying its strike, it explained depriving the University of Union
26 members' labor would cause the University to "cease to function."

27
28 I declare under penalty of perjury under the laws of the State of California that the foregoing is true

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1 and correct.

2 Executed May 28, 2024, in San Diego, California.

DocuSigned by:
Elizabeth H. Simmons
D3DAE77569B548A

Elizabeth H. Simmons

SLOAN SAKAI YEUNG & WONG LLP
Attorneys at Law

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EXHIBIT D

1 **DECLARATION OF ANTHONY SOLANA, JR.**

2 I, Anthony Solana, Jr., declare as follows:

3 1. I am Anthony Solana, Jr., and am the Director of UCLA Employee and Labor Relations. I
4 have been with UCLA for approximately thirteen (13) years and am responsible for overseeing all labor
5 relations matters at the UCLA campus. Except for those facts stated on information and belief, I have
6 personal knowledge of the following facts, and if called as a witness, could and would competently testify
7 to them. As for those matters stated on information and belief, I believe them to be true, and could and
8 would testify to them.

9 2. As we understand it, UAW has called a so-called stand-up strike for its members. Per
10 UAW’s communication, this means UAW will call certain campuses to “stand-up” and strike for certain
11 periods of time.

12 3. The UAW’s so called “stand-up” strike is unlawful. The University has closed contracts
13 with all units represented by the UAW which contain strong no-strike clauses. There is no basis for the
14 UAW to simply ignore this promise in its CBAs.

15 **UAW Occupying A Building On UCLA**

16 4. On May 23, 2024, UAW members engaged in violent unlawful strike activity. “UAW Rank
17 and File Workers for Palestine” joined a new encampment on campus that violated the University’s time,
18 place and manner policies. These UAWs members blocked streets, disrupted traffic, and failed to comply
19 with several directives to disperse. UAW members responded by pushing law enforcement officers and at
20 least one individual used a UAW picket sign to strike a law enforcement officer on the head. Below is a
21 picture of the confrontation between police and UAW members:



28 5. Later that same day, UAW members unlawfully occupied Dodd Hall and blocked all

entrances. Dodd Hall is a critical facility on campus that contains large lecture halls, departmental offices, and general-purpose classrooms. The occupation prohibited the use of the building and disrupted classes and other University operations. Below are photos taken on May 23, 2024 while Dodd Hall was occupied. Note the posters in the window, which read “UAW Rank & File Workers for Palestine”:



6. Eventually, on May 23, 2024, at approximately 5:30 p.m., the University was able to disperse the individuals who occupied Dodd Hall, including the UAW members. Upon entering, the University learned that the individuals who occupied it had vandalized the building during the occupation.

Other Labor Issues Arising From UAW’s Unlawful Strike

7. On Tuesday, May 28, 2024 at 6:28 AM, I sent an email to UAW President Rafael Jaime and UAW Representatives Michael McCown and Jonathan Koch, reminding them of the University’s Time, Place and Manner policies.

8. That same morning, UAW members commenced a protest. In so doing, they blocked the access to multiple parking garages on campus just as UCLA staff were arriving to work, in violation of the University’s Time, Place and Manner policies. Specifically, UAW blocked access, not allowing any ingress or egress, from Parking Structures 2, 4, 7, 8, and 9. This created a very dangerous situation, with cars backing up into very busy streets. As soon as I was made aware of this, I reached out to UAW President Rafael Jaime and UAW Representatives Michael McCown and Jonathan Koch, informing them that UAW members were blocking access to parking structures, and asking them to immediately cease and desist. In total, I sent about seven emails to the UAW, notifying them that their members were purposely blocking

1 entrances to University parking structures. I asked Kim Picon, Manager of Labor Relations to also call Mr.
2 Jaime, Mr. McCown, and Mr. Koch, informing them of the same. Despite these requests, at least one
3 structure's entrance remained blocked until 10:45 AM.

4 9. During the picketing of these parking garages, UAW members were chanting "free
5 Palestine." They made no mention of anything to do with their employment. Furthermore, they stated that
6 their intent in blocking access to several parking structures was to stop University employees from going
7 to work.

8 10. During my 13-year career at UCLA, I have worked closely with several bargaining units to
9 ensure their free-speech rights were protected during strikes and protests. I have never previously
10 experienced a union organizing and endorsing violent confrontations with law enforcement, taking over a
11 campus building, and completely blocking access to several parking structures with the express intent of
12 not allowing our colleagues to perform their public service duties. Employees are beginning to submit
13 complaints stating that they feel unsafe when forced to interact with UAW members when they refuse to
14 permit them to enter UCLA's parking structures.

15 11. UCLA Labor Relations has also learned that other individuals plan to strike in sympathy
16 with UAW's unlawful strike. For example, on May 19, 2024, UCLA received a Notice of Strike from
17 undergraduate students in Residential Life who are employed as Event Technicians and Supervisors. These
18 employees are responsible for event management logistics for programs and events within the residential
19 community, as well as the handling and operation of a broad range of audiovisual equipment, among other
20 things. These employees have openly acknowledged that they plan to strike, because of, and in solidarity
21 with, the UAW protestors. Had UAW not decided to engage in unlawful strike activity, this type of
22 sympathy action would not occur.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
24 and correct.

25 Executed May 28, 2024, in Los Angeles, California.

26 DocuSigned by:
ANTHONY SOLANA JR.
2FACC63B316549A
27 ANTHONY SOLANA, JR.
28

EXHIBIT E

PERB Received
05/29/24 12:13 PM

1 **DECLARATION OF LORI G. KLETZER:**

2 I, Lori G. Kletzer, declare as follows:

3 1. I am the Campus Provost and Executive Vice Chancellor at the University of California
4 Santa Cruz. I am the chief academic officer and I have authority and oversight over all academic units that
5 provide instruction and research. Except for those facts stated on information and belief, I have personal
6 knowledge of the following facts, and if called as a witness, could and would competently testify to them.
7 As for those matters stated on information and belief, I believe them to be true, and could and would testify
8 to them.

9 2. Since UAW walked off the job at UC Santa Cruz on May 20, 2024, the impact has been
10 significant.

11 **Effect of Strike on Academic Operations**

12 3. At UC Santa Cruz’s campus, UAW members teach classes and discussion sections, advise
13 undergraduates in discussion groups and laboratory settings, tutor students, administer exams, grade
14 papers, conduct extramurally sponsored research, and supervise undergraduate research, among other
15 tasks. At UC Santa Cruz there are approximately 2,148 academic student employees, 180 postdoctoral
16 scholars, and 246 non-student academic researchers. Over 800 Teaching Assistants oversee roughly 1200
17 discussion and laboratory sections.

18 4. When UAW members are on strike, they create the risk of serious loss of learning for
19 students and potentially negatively impact graduation and retention rates. The most immediate impact is
20 that classes, sections, and labs taught by these UAW members have been cancelled without advance notice.

21 5. As a result of these cancellations, UC Santa Cruz faculty and administration have received
22 numerous communications from students who have been affected by the strike. Some lament the fact that
23 classes have been cancelled, noting that they pay hundreds of dollars an hour to attend lectures that no
24 longer exist. These students note that over the past two weeks, they have lost office hours, discussion
25 sections, among other resources from UAW members. These students depend on these support services to
26 succeed in courses, and are very concerned that final examinations and grades this quarter will not
27 reflective the work students have put in. Students have also noted that this is the second time they have lost
28 class time due to a UAW work stoppage, compounding the harm of the current work stoppage.

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1 6. The potential impact on UC Santa Cruz’s undergraduate students will only increase as the
2 strike continues.

3 7. Nor can these classes be rescheduled after UAW members return to work. The quarter ends
4 on June 13, at which point the undergraduates will either leave campus, shift to the summer quarter of
5 studies, or other obligations such as internships and employment. If UAW workers walk off the job, UCSC
6 cannot turn back the clock for students and faculty once the quarter and year are over.

7 **Effect of Strike on Other University Functions**

8 8. UC Santa Cruz’s operations have been negatively affected in other ways due to UAW’s
9 unlawful work stoppage. Because UAW has described the work stoppage as a “strike” UPS delivery trucks
10 will not cross the “picket line” and enter UC Santa Cruz’s campus. Accordingly, UC Santa Cruz is not
11 receiving deliveries on its campus.

12 9. Similarly, METRO buses refuse to enter UC Santa Cruz’s residential campus as a result of
13 UAW’s actions. Instead, buses drop riders off near the base of campus and then return to their normal
14 route. Riders must then walk uphill to their homes. This negatively impacts some of the campus
15 community’s most vulnerable, such as those with disabilities, children, and others who may not be able to
16 walk up the hill.

17 10. Due to UAW characterizing the work stoppage as a “strike” other Unions have also
18 indicated their intention to take action in solidarity with UAW. The UC Santa Cruz Faculty Association,
19 a union of UC Santa Cruz senate faculty, has expressly instructed its members not to assist in covering
20 work done by UAW members engaged in a work stoppage. They have also sent UC Santa Cruz a letter
21 indicating their belief that they are free to engage in a sympathy strike with UAW members. Some faculty
22 have already indicated that they will not submit student grades if their UAW graduate students remain on
23 strike. This includes classes with hundreds of students in UC Santa Cruz’s CRES department.

24 11. On May 28, 2024, as UAW’s strike continued, its members—along with other protesters—
25 blocked both entrances to UC Santa Cruz’s campus. As of 4:00 pm, both entrances remained blocked. The
26 message sent out to the entire UC Santa Cruz community explains the dangers this conduct poses:

27 For the safety of the entire UCSC community, demonstrators must leave the main entrance
28 and west entrance roadways. Blocking access to campus is dangerous and unlawful, and is
preventing emergency vehicle access and preventing employees and students from leaving

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1 and from those who are currently on campus from accessing the childcare center. It is also
2 preventing employees, such as dining workers and custodians, from entering campus for
3 their evening shift. We call on the better judgment of the individuals in the area to deescalate
4 the situation as soon as possible.

5 12. Students have also raised concerns about the significant safety threats that blocking campus
6 access has caused. Some were prohibited from accessing campus—including campus housing. As a result,
7 for hours they were deprived of things like medication and assistive devices they use to manage chronic
8 conditions and disabilities.

9 13. These protesters continue to block both entrances to UC Santa Cruz’s campus (the campus’s
10 only egresses) on May 29, 2024. This has caused UC Santa Cruz to move all instruction to remote
11 instruction, further disrupting the end of quarter classes for our students and broader campus community.

12 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
13 and correct.

14 Executed this 29th day of May, 2024, in Santa Cruz, California.

DocuSigned by:
Lori G. Kletzer
40BBFB2C73F4B7
Lori G. Kletzer

SLOAN SAKAI YEUNG & WONG LLP
Attorneys at Law

PROOF OF SERVICE

I, the undersigned, declare that I am employed in the County of Sacramento, State of California. I am over the age of 18 years and employed by Sloan Sakai Yeung & Wong LLP and my business address is 555 Capitol Mall, Suite 600, Sacramento, California 95814.

On May 29, 2024, I served the following document(s):

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA’S SUPPLEMENTAL EVIDENCE IN SUPPORT OF REQUEST FOR INJUNCTIVE RELIEF

on the parties listed below by the following method(s):

- X** electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. (May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)

SERVICE LIST

Margo Feinberg Amy M. Cu Daniel E. Curry Schwartz, Steinsapir, Dohrmann & Sommers, LLP 6300 Wilshire Blvd., Suite 2000 Los Angeles, CA 90048 margo@ssdslaw.com amc@ssdslaw.com dec@ssdslaw.com eah@ssdslaw.com Attorneys for UAW	
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I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on May 29, 2024, at Sacramento, California.

By: /s/ Rochelle Redmayne
Rochelle Redmayne