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16 Attorneys for Plaintiff  
17 THE REGENTS OF THE UNIVERSITY OF  
18 CALIFORNIA

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 COUNTY OF ORANGE

21 THE REGENTS OF THE UNIVERSITY OF  
22 CALIFORNIA

23 Plaintiff,

24 v.

25 INTERNATIONAL UNION, UNITED  
26 AUTOMOBILE, AEROSPACE AND  
27 AGRICULTURAL IMPLEMENT WORKERS OF  
28 AMERICA, AFL-CIO, LOCAL UNION 4811; and  
DOES 1 through 30, inclusive

Defendant.

Case No.  
[Complaint submitted for e-filing on 6/3/24]

EXEMPT FROM FEES (GOV. CODE §6103)

**DECLARATION OF TIMOTHY G. YEUNG  
IN SUPPORT OF EX PARTE APPLICATION  
FOR TEMPORARY RESTRAINING ORDER  
AND ORDER TO SHOW CAUSE RE  
PRELIMINARY INJUNCTION  
[CCP §§ 526, 527]**

**Date:  
Time:  
Dept.:  
Judge:**

1 I, Timothy G. Yeung, declare as follows:

2 1. I am an attorney at the firm of Sloan Sakai Yeung & Wong, licensed to practice law in the  
3 State of California and the counsel of record to The Regents of the University of California (“Plaintiff” or  
4 “University”) in this litigation.

5 2. This declaration is submitted in support of Plaintiff’s Ex Parte Application for Temporary  
6 Restraining Order and Order to Show Cause re Preliminary Injunctive. The facts set forth in this  
7 declaration are within my personal knowledge and, if called as a witness, I could and would testify  
8 competently as to these facts.

9 3. On June 4, 2024, at 9:48 am, I provided notice to Rafael Jaime, the President of UAW  
10 Local 4811 and Margo Feinberg, the attorney for UAW Local 4811, via electronic mail that the University  
11 would be seeking injunctive relief, *ex parte*, as soon as possible on June 5, 2024, or June 6, 2024, at a  
12 Department and time to be determined once that information is available. At the time I provided notice, I  
13 had not received a confirmed copy of the Complaint filed by the University on June 3, 2024.

14 4. Attached hereto as Exhibit A is the declaration of Melissa Matella dated June 4, 2024.

15 5. Attached hereto as Exhibit B is the declaration of Lori Kletzer dated May 21, 2024.

16 6. Attached hereto as Exhibit C is the declaration of Danial Menezes.

17 7. Attached hereto as Exhibit D is the declaration of Dr. Alysson Satterlund, which was  
18 previously submitted to the Public Employment Relations Board.

19 8. Attached hereto as Exhibit E is the declaration of Hal Stern, which was previously  
20 submitted to the Public Employment Relations Board.

21 9. Attached hereto as Exhibit F is the declaration of Darnell Hunt dated May 22, 2024, which  
22 was previously submitted to the Public Employment Relations Board.

23 10. [Exhibit G is reserved for future use]

24 11. Attached hereto as Exhibit H is a declaration from Melissa Matella that was previously  
25 submitted to the Public Employment Relations Board.

26 12. Attached hereto as Exhibit I is the declaration of Benjamin Hermalin.

27 13. Attached hereto as Exhibit J is the declaration of Elizabeth Simmons.

28 14. Attached hereto as Exhibit K is the declaration of Anthony Solana, Jr.

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15. Attached hereto as Exhibit L is another declaration from Lori Kletzer.

16. Attached hereto as Exhibit M is the declaration of David Marshall.

17. Attached hereto as Exhibit N is a supplemental declaration from Darnell Hunt.

18. Attached hereto as Exhibit O is a supplemental declaration from Anthony Solana Jr.

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

Executed on June 4, 2024, at Sacramento, California.



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TIMOTHY G. YEUNG

EXHIBIT A  
TO YEUNG DECLARATION

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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 manage and  
7 direct Systemwide Employee & Labor Relations for the University of California. The mission of  
8 Systemwide Employee & Labor Relations is to foster employee engagement, negotiate and administer  
9 local and systemwide labor agreements, and provide multi-faceted support towards ensuring an inclusive,  
10 diverse, collaborative and productive work environment across the UC system.

11 3. As the Associate Vice President for Employee & Labor Relations I directly oversee  
12 individuals on my staff who are charged with negotiating the various collective bargaining agreements  
13 (“CBAs”) between the University and its various unions. I must approve any final agreement reached  
14 with any union.

15 **Background Events Leading to Current UAW CBAs**

16 4. When I started in my position at the University of California in October 2022, the CBAs  
17 between the University and the United Auto Workers (“UAW”) had all expired and the parties had been  
18 engaged in contentious bargaining for many months. Right after I started my position at the University,  
19 UAW launched a systemwide strike involving all its bargaining unit members that lasted for  
20 approximately six weeks.

21 5. Because all the CBAs between the University and UAW had expired, the UAW strike in  
22 2022 did not breach any contract between the parties, although the University believes the strike violated  
23 the Higher Education Employer Employee Relations Act because it occurred before the parties had  
24 reached an impasse in negotiations.

25 6. The strike eventually ended in December 2022 after the parties were finally able to agree  
26 to successor CBAs for all the affected bargaining units.

27 7. I oversaw all aspects of the bargaining in Fall of 2022 and oversaw the development of  
28 the University’s proposals that led to the agreements with UAW in December 2022.

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1           8.       In the agreements that were reached in December 2022, the University granted UAW  
2 numerous concessions on wages and benefits, among other things. Specifically, to obtain contracts with  
3 UAW, the University made substantial increases to its wage proposals and other benefits. A major reason  
4 why the University made concessions to UAW was to achieve labor peace for the term of the successor  
5 agreement.

6           9.       Achieving labor peace was a primary goal of the University in bargaining in part because  
7 of the disruption caused by the UAW strike in 2022. In addition, colleagues at the University have made  
8 me aware that in the Fall of 2019, UAW members at UC Santa Cruz engaged in a wildcat strike that later  
9 spread to other University locations. At the time, the University and UAW were parties to a collective  
10 bargaining agreement in effect from August 2, 2018, through June 30, 2022. It is my understanding that  
11 the Public Employment Relations Board issued a Complaint (PERB Case No. SF-CO-238-H) against  
12 UAW for that wildcat strike. UAW and the University eventually reached a settlement over their mutual  
13 unfair practice charges resulting from the wildcat strike. That settlement affirmed that the no-strike clause  
14 in the parties’ agreement is a material term of the agreement.

**Formation of the CBAs with UAW**

**Graduate Student Researchers Unit (BR Unit)**

17           10.       The Graduate Student Researcher Unit (“BR Unit”) includes approximately 13,000  
18 graduate student researchers—Graduate Student Researchers, Graduate Student Research Assistants,  
19 Fellows, and Trainees—throughout the University system. The BR Unit is the newest unit represented  
20 by UAW. The BR Unit was formed and recognized by the University on or about December 8, 2021. The  
21 current CBA with UAW covering the BR Unit is the first CBA between the parties for this bargaining  
22 unit. The current CBA has a term of December 23, 2022 through May 31, 2025.

23           11.       The CBA for the BR Unit contains a no-strike provision in Article 19. This language is  
24 substantially similar to the no-strike provision in the PX Unit. The UAW did not propose any language  
25 on a no strikes article until late in the bargaining process. The University made one proposal, becoming  
26 the final contract language. The University never agreed to the UAW’s proposal because the primary  
27 reason the University made economic concessions to UAW was to achieve labor peace.

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1           12.     A true and correct copy of Article 19 of the BR Unit is attached to my declaration as  
2 **Exhibit 1**. The full contract between the University and UAW can be viewed at this link:  
3 <https://ucnet.universityofcalifornia.edu/resources/employment-policies-contracts/bargaining-units/>

4 **Academic Student Employees Unit (BX Unit)**

5           13.     The Academic Student Employees Unit (“BX Unit”) includes approximately 20,000  
6 academic student employees—teaching assistants, readers, tutors and other instructional assistants who  
7 work in support of faculty and lecturers—throughout the University system. The current CBA with UAW  
8 covering the BX Unit was entered into by the parties in December 2022 and has a term of December 23,  
9 2022 through May 31, 2025.

10          14.     The CBA for the BX Unit contains a no-strike provision in Article 20. The current CBA  
11 incorporates the language in Article 20 from the parties’ prior CBA, with minor changes to BX related  
12 to clarifying the UAW’s obligations towards sympathy strike actions. During the bargaining for the  
13 current CBA, the UAW attempted to remove their no-strikes obligations entirely. The University made  
14 two proposals, with the second proposal becoming the final contract language. The University never  
15 agreed to the UAW’s proposal because the primary reason the University made economic concessions to  
16 UAW was to achieve labor peace.

17          15.     A true and correct copy of Article 20 of the CBA for the BX Unit is attached to my  
18 declaration as **Exhibit 2**. The full contract between the University and UAW can be viewed at this link:  
19 <https://ucnet.universityofcalifornia.edu/resources/employment-policies-contracts/bargaining-units/>

20 **Academic Researchers Unit (RA Unit)**

21          16.     The Academic Researchers Unit (“RA Unit”) includes approximately 5,000 academic  
22 researchers throughout the University system. The current CBA with UAW covering the RA Unit was  
23 entered into by the parties in December 2022 and has a term of December 9, 2022 through September  
24 30, 2027.

25          17.     The CBA for the RA Unit contains a no-strike provision in Article 15. The current CBA  
26 incorporates the language in Article 15 from the parties’ prior CBA. There were no changes to the  
27 language of Article 15 in the current CBA. The UAW proposed to strike Article 15 entirely, removing  
28 their no-strikes obligations. The University made one proposal, becoming the final contract language.

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1 The University never agreed to the UAW’s proposal because the primary reason the University made  
2 economic concessions to UAW was to achieve labor peace.

3 18. A true and correct copy of Article 15 of the CBA for the RA Unit is attached to my  
4 declaration as **Exhibit 3**. The full contract between the University and UAW can be viewed at this link:  
5 <https://ucnet.universityofcalifornia.edu/resources/employment-policies-contracts/bargaining-units/>

6 **Postdoctoral Scholars Unit (PX Unit)**

7 19. The Postdoctoral Scholars Unit (“PX Unit”) includes approximately 7,000 postdoctoral  
8 and postgraduate scholars throughout the University system. The current CBA with UAW covering the  
9 PX Unit was entered into by the parties in December 2022 and has a term of December 9, 2022 through  
10 September 30, 2027.

11 20. The CBA for the PX Unit contains a no-strike provision in Article 14. The current CBA  
12 incorporates the language in Article 14 from the parties’ prior CBA. There were no changes to the  
13 language of Article 14 in the current CBA. The UAW proposed to strike Article 14 entirely, removing  
14 their no-strikes obligations. The University made one proposal to keep the previous CBA language, with  
15 this proposal becoming the final contract language. The University never agreed to the UAW’s proposal  
16 because the University made economic concessions to UAW to achieve labor peace.

17 21. A true and correct copy of Article 14 of the CBA for the PX Unit is attached to my  
18 declaration as **Exhibit 4**. The full contract between the University and UAW can be viewed at this link:  
19 <https://ucnet.universityofcalifornia.edu/resources/employment-policies-contracts/bargaining-units/>

20 **Breach of Contract by UAW**

21 22. Since the events in Israel and Gaza on and after October 7, 2023, the University has  
22 experienced passionate concern regarding the war in the Middle East across its campuses. The University  
23 supports free speech and lawful protests. At the same time, however, the University must ensure that all  
24 of its community members can safely continue to study, work, and exercise their rights, which is why it  
25 has in place policies that regulate the time, place, and manner for how students and other community  
26 members can protest on its campuses. The University has allowed—and continues to allow—lawful  
27 protesting activities surrounding the conflict in the Middle East. But when protests violate University  
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1 policy or threaten the safety and security of others, the University has taken lawful action to end  
2 impermissible and unlawful behavior.

3 23. This is precisely what occurred at some of the University’s campuses over the past weeks,  
4 such as UCLA and UC San Diego. After assessing the situations on their individual campuses, they  
5 determined that encampments protesting the conflict in the Middle East violated University time, place,  
6 and manner policies, and posed a safety threat to community members. After providing individuals in the  
7 encampments with numerous notices that that they needed to disperse, these campuses took steps to  
8 disband the encampments. Although most individuals followed the campus’ requests to disperse, others  
9 who remained in the camps were arrested.

10 24. To be clear, community members at UCLA and UC San Diego—like at all campuses—  
11 can continue to engage in lawful protest activities. Some campuses, however, determined that the  
12 encampments violated University policy, and raised significant safety concerns. These campuses  
13 continue to discuss the protester’s demands with students, while closely monitoring safety and access  
14 issues surrounding the encampment.

15 25. When UCLA, UC San Diego (and other campuses) met with protesters, administrators  
16 understood that they were meeting with students to discuss their protest positions and ways the campuses  
17 could peacefully bring the encampments to a close. As I understand it, these campuses had no indication  
18 the protests were connected to any labor disputes (related to UAW or otherwise), or in any way connected  
19 to the terms and conditions of employment of UAW bargaining unit members. To the contrary, the only  
20 information that the University had was that the protests were organized by students.

21 26. I am informed and believe that on May 15, 2024, UAW authorized its leadership to call  
22 for a strike in response to alleged University’s actions regarding Palestine Solidarity encampments. I  
23 came to believe this information based on information published on UAWs website. (A true and correct  
24 copy of Strike FAQ’s published on UAW’s website on is attached as Exhibit 5.) I also read a New York  
25 Times article which quoted Rafael Jaime, the president of UAW 4811, as stating that UAW intended to  
26 call strikes at individual campuses with little or no notice to “maximize chaos and confusion” for the  
27 University and its students. (A true and correct copies of the news articles are attached as Exhibit 6.)  
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1           27.     On Friday, May 17, 2024, I was on a Zoom call with UAW where I was told by Michael  
2 McCown and Rafael Jaime from UAW that UAW intended to strike on Monday, May 20, 2024 at the  
3 UC Santa Cruz campus.

4           28.     On Monday, May 20, 2024, UAW began its strike at UC Santa Cruz. During that week I  
5 received reports from officials at UC Santa Cruz that protesters carrying UAW picket signs blocked one  
6 or both of the only entrances to the campus multiple times. On some occasions the picketers agreed to  
7 move after being warned by law enforcement. On other occasions, law enforcement had to arrest the  
8 individuals blockading the streets. On or about May 31, 2024, I was informed that the size of the blockage  
9 had become so large that it posed a threat to the safety of individuals on campus. For example, with the  
10 main entrance(s) blocked, ambulances and fire personnel would be unable to respond to emergency  
11 situations on campus.

12           29.     On May 23, 2024, UAW International Representative Michael McCown sent me an email  
13 stating that the strike would expand to UC Davis and UCLA on May 28, 2024.

14           30.     On May 28, 2024, UAW began its strike at UC Davis and UCLA. During that week I  
15 received reports from officials at UCLA that protesters carrying UAW picket signs blocked streets,  
16 blocked various entrances to campus facilities, and blocked parking structures. Protesters carrying UAW  
17 picket signs also blockaded themselves into Dodd Hall at UCLA and had to be forcibly removed by law  
18 enforcement.

19           31.     On May 28, 2024, during UAW’s strike at UC Davis, I received reports that protesters—  
20 including UAW members—used a march across campus to interrupt a number of courses. I am informed  
21 by colleagues and have viewed video showing that the protesters, some holding blue UAW signs, came  
22 into the classrooms and were disruptive, leading the instructors to cancel the classes, and interrupting  
23 exams taking place. Colleagues inform me that in at least one classroom, the protestors—again some  
24 holding blue UAW signs—attempted to shame students and instructors into joining the protest. After  
25 these protests, several students, believing they were specifically targeted because of their religion, were  
26 upset enough that they indicated they would not come back to class.

27           32.     I am informed and believe based on reports from officials at UC Santa Cruz, UC Davis,  
28 and UCLA that numerous seminars, discussion sessions, and laboratory sections had to be canceled

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1 because striking UAW bargaining unit members refused to perform their job duties. The exact number  
2 of cancelled seminars, discussions sessions, and laboratory sections is not known at present for a number  
3 of reasons. First, UAW members often do not inform campus administrators that they are striking and  
4 canceling classes. They just do it, again increasing the uncertainty and adding to the chaos of their  
5 unlawful strike. The University is working to identify which classes have been cancelled, but because of  
6 the Union members' conduct, the University is still compiling that data because the University is still  
7 compiling that data. Of note, UAW bargaining unit members are often the only University employees  
8 with knowledge of whether a seminar, discussions session, or laboratory section has been cancelled.

9 33. At all relevant times, the University has fully performed all its obligations under the  
10 parties' CBAs. To the extent UAW alleges that the University has violated any CBA, each CBA contains  
11 a grievance and arbitration proceeding that covers any alleged violation of the CBA. Accordingly, to the  
12 extent UAW alleges that there has been a violation of any CBA, the CBA provides a full and adequate  
13 remedy for UAW.

14  
15 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
16 true and correct.

17 Executed on 6/4/2024, in Oakland, California.

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19 DocuSigned by:  
20 *Melissa Matella*  
21 803191E0AF71480  
22 Melissa Matella  
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# EXHIBIT 1

**ARTICLE 18  
MANAGEMENT AND ACADEMIC RIGHTS**

- A.** All management functions, rights, and prerogatives, including, without limitation the exercise of academic judgment that have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions and rights, and prerogatives include the right:
1. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;
  2. to recruit, appoint, reappoint, not reappoint, and transfer unit members and to determine and modify the size and composition of the work force;
  3. To determine and modify job qualifications, requirements, classifications, and descriptions;
  4. To determine or modify the number, scheduling, responsibilities, and assignment of GSRs including to direct, assign, train, and otherwise supervise unit employees;
  5. to establish and modify standards of workplace conduct and to discipline or discharge unit members for just cause, subject to Article 7 - Discipline and Dismissal;
  6. to determine the standards of workplace performance for GSRs and establish and modify the processes and criteria by which unit members will be evaluated in their work performance;
  7. to establish and modify rules, regulations, and policies and safety procedures;
  8. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
  9. to establish or modify the academic and work calendar, including holidays and holiday scheduling;
  10. to determine the work location or relocation, reorganization, or discontinuance of operations;

11. to establish University policies, rules, and regulations and to require GSRs to observe them;
12. to determine and manage campus housing pursuant to University policies;
13. to determine cost and coverage of student benefits including health, dental, vision, and other medical insurance and prescription drug policies;
14. to select all insurance carriers and to change carriers from time to time;
15. to establish, administer or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
16. to determine projects or programs and have the sole right to discontinue or alter projects or programs including the determination of whether GSRs should be laid off;
17. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;
18. to assign GSR's individual work locations;
19. to investigate and determine matters of research and/or scholarly misconduct;
20. to investigate and determine matters of sexual harassment, discrimination and personal misconduct;
21. to determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
22. to determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by principal investigators.

**B.** The Agreement is limited to all matters within the "scope of representation." The collective bargaining agreement solely regulates the wages, hours, and terms and conditions of employment for GSRs, pursuant to HEERA. With this understanding, the University retains sole discretion and authority over issues related to academic judgment and student matters, including but not limited to: academic standards for student admission; student grading, courses, curriculum, and degree requirements; research methodology, presentation, and publication; financial aid, tuition and fees; financial support to students, including, but not limited to application, selection,

funding, administration, usage, accountability and termination and all matters related thereto; creation and/or continuation of all policies pertaining to unit members' status as students including Student Code of Conduct, student discipline, and student housing.

### **C. NON-EXCLUSIVITY**

The above enumerations of management and academic rights are not inclusive and do not exclude other management and academic rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.

### **D. GRIEVANCE/ARBITRATION**

No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

**ARTICLE 19**  
**NO STRIKES**

- A. During the term of this agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this article.
- B. Any GSR who is absent from work without permission, or who abstains wholly or in part from the full performance of their duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in concerted activities on the dates of such actions and shall not be paid for those days.
- C. The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this article. Such affirmative action shall include but not be limited to sending written notice by email or to the home address of all unit members engaged in prohibited activity, informing them that the concerted activity is in violation of this article, that engaging in such activity may lead to disciplinary action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work.
- D. Any GSR who violates this article shall be subject to discipline up to and including termination of employment, in accordance with Article 7 - Discipline and Dismissal.
- E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this article.



# EXHIBIT 2

**ARTICLE 19**  
**MANAGEMENT AND ACADEMIC RIGHTS**

- A. All management functions, rights, and prerogatives, including, without limitation the exercise of academic judgment that have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions and rights, and prerogatives include the right:
1. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;
  2. to recruit, appoint, reappoint, not reappoint, and transfer unit members and to determine and modify the size and composition of the work force;
  3. to establish and administer procedures, rules and regulations, and direct and control University operations;
  4. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
  5. to determine the work location or relocation, reorganization, or discontinuance of operations;
  6. to determine and modify job qualifications, requirements, classifications, and descriptions;
  7. to determine or modify the number, scheduling, responsibilities, and assignment of ASEs including to direct, assign, train, and otherwise supervise unit employees;
  8. to establish and modify standards of workplace conduct and to discipline or discharge unit members for just cause, subject to Article 8, Discipline and Dismissal;
  9. to establish, maintain, modify and enforce standards of workplace performance, conduct, order and safety;
  10. to determine the standards of workplace performance for ASEs and establish and modify the processes and criteria by which unit members will be evaluated in their work performance;
  11. to establish and modify rules, regulations, and policies and safety procedures;
  12. to establish or modify the academic and work calendars, including holidays and holiday scheduling;
  13. to assign ASE's individual work locations;
  14. to schedule hours of work;
  15. to recruit, hire, or transfer;
  16. to determine how and by whom instruction is delivered;
  17. to introduce new methods of instruction;
  18. to determine and manage campus housing pursuant to University policies;
  19. to determine cost and coverage of student benefits including health, dental, vision, and other medical insurance and prescription drug policies;
  20. to select all insurance carriers and to change carriers from time to time;
  21. to investigate and determine matters of sexual harassment, discrimination and personal misconduct;

- 22. or to subcontract all or any portion of any operations;
- 23. and to exercise sole authority on all decisions involving academic matters.

B. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

C. The Agreement is limited to all matters within the “scope of representation.” The collective bargaining agreement solely regulates the wages, hours, and terms and conditions of employment for ASEs, pursuant to HEERA. With this understanding, the University retains sole discretion and authority over issues related to academic judgment and student matters, including but not limited to: academic standards for student admission; student grading, courses, curriculum, and degree requirements; research methodology, presentation, and publication; financial aid, tuition and fees; financial support to students, including, but not limited to application, selection, funding, administration, usage, accountability and termination and all matters related thereto; creation and/or continuation of all policies pertaining to unit members’ status as students including Student Code of Conduct, student discipline, and student housing.

#### **D. NON-EXCLUSIVITY**

The above enumeration of management and academic rights is not exhaustive and does not exclude other management and academic rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

#### **E. GRIEVANCE/ARBITRATION**

No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this agreement.

**ARTICLE 20  
NO STRIKES**

- A.** During the term of this agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this article.
- B.** Any employee who violates this article shall be subject to discipline up to and including termination of employment.
- C.** The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this article. Such affirmative action shall include but not be limited to sending written notice by email or to the home address of all unit members engaged in prohibited activity informing them that the concerted activity is in violation of this article, that engaging in such activity may lead to disciplinary action, and stating that unit members engaged in prohibited activity must cease such activity and immediately return to work.
- D. SYMPATHY STRIKES**

  - 1. The UAW shall not call, promote or engage in a sympathy strike in support of another UC union or bargaining unit.
  - 2. Under this section, individual ASEs retain rights of free expression including their right to engage in activities in sympathy with other UC unions or bargaining units who are striking at the work location of the ASE. When ASEs exercise these rights and do not meet the expectation that they comply with the terms of their appointment, at the discretion of the University they may not be paid for work they do not perform and may be subject to discipline and dismissal.
- E.** Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this article.

# EXHIBIT 3

**ARTICLE 13  
MANAGEMENT AND ACADEMIC RIGHTS**

- A.** The management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. For the purpose of this Agreement only, academic rights are those management rights exercised by faculty and academic administrators in the performance of their supervisory responsibilities in the academic domain.
- B.** Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to:
1. establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals;
  2. establish or modify the academic and work calendar, including holidays and holiday scheduling;
  3. establish, administer or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
  4. introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
  5. determine projects or programs and have the sole right to discontinue or alter projects or programs including the determination of whether Aacademic Rresearchers should be laid off;
  6. establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;
  7. determine the amount and timing of merit increases;
  8. establish University rules and regulations and to require Aacademic Rresearchers to observe them;
  9. determine and modify job classifications and job descriptions;
  10. determine the location or relocation, reorganization, or discontinuance of operations; or subcontract all or any portion of any operation;
  11. determine or modify the number, qualifications, scheduling, responsibilities and assignment of Aacademic Rresearchers;
  12. counsel, discipline, or dismiss Aacademic Rresearchers;
  13. assign work locations and schedule hours of work;

14. recruit, appoint, reappoint, not reappoint or transfer, Aacademic Rresearchers and assign duties to them;
15. communicate with Aacademic Rresearchers in the course of daily activities;
16. investigate and determine matters of research and/or scholarly misconduct;
17. investigate and determine matters of sexual harassment, discrimination and personal misconduct;
18. determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
19. determine the standards of performance, the criteria by which performance is evaluated, and to evaluate the performance and progress of Aacademic Rresearchers;
20. determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by principal investigators; and
21. determine the Aacademic Rresearchers who will have principal investigator status either as a matter of right or by exception.

**C. NON EXCLUSIVITY**

The above enumerations of management and academic rights do not exclude other management and academic rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived. The foregoing provisions shall not preclude consultation with Aacademic Rresearchers through normal academic channels.

**D. GRIEVANCE/ARBITRATION**

No action taken by the University with respect to a management and/or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

## **ARTICLE 15 NO STRIKES**

- A.** During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages, interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.
- B.** Any Academic Researcher who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in concerted activities on the dates of such actions and shall not be paid for those days.
- C.** The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article.

  - 1. Such affirmative action shall include but not be limited to sending written notice by email or to the home address of all unit members engaged in prohibited activity informing them that they must immediately return to work, and providing local news agencies and newspapers with a public written disavowal of the actions of the unit members.
  - 2. If the UAW performs in good faith and in a timely way all of the obligations of Section C.1., above, the UAW shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UAW or with their assistance or consent.
- D.** Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.
- E.** Any discipline up to and including discharge arising out of the violation of this provision shall be in accordance with Article 6 - Corrective Action and Dismissal.



# EXHIBIT 4

KI

UC → UAW  
5/12/21  
10:28am

### ARTICLE 13 MANAGEMENT AND ACADEMIC RIGHTS

- A.** The management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. For the purpose of this Agreement only, academic rights are those management rights exercised by faculty and academic administrators in the performance of their supervisory and mentoring responsibilities in the academic domain.
- B.** Except as otherwise provided in this agreement, the UAW agrees that the University has the right:
1. to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals;
  2. to establish or modify the academic and work calendar, including holidays and holiday scheduling;
  3. to establish, administer, or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
  4. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
  5. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety,
  6. to determine the amount and timing of merit increases;
  7. to establish University rules and regulations and to require Postdoctoral Scholars to observe them;
  8. to determine and modify job classifications and job descriptions;
  9. to determine the location or relocation, reorganization, or discontinuance of operations; or subcontract all or any portion of any operation;
  10. to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Postdoctoral Scholars;
  11. to discipline or dismiss Postdoctoral Scholars;
  12. to assign work locations and schedule hours of work;
  13. to recruit, appoint, reappoint, not reappoint, Postdoctoral Scholars and assign duties to them;
  14. to communicate with and mentor Postdoctoral Scholars in the course of daily activities;
  15. to investigate and determine matters of research and/or scholarly misconduct;

16. **to investigate and determine matters of sexual harassment, discrimination and personal misconduct;**
17. to determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
18. to determine the standards of performance, the criteria by which performance is evaluated, and to evaluate the performance and progress of Postdoctoral Scholars;
19. to determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by the faculty members.
20. **to require compliance with federal funding agency laws and policies governing research grant disclosures (e.g., disclosure of conflicts of interest, conflicts of commitment, affiliations) for each Postdoctoral Scholar (employee, fellow, and paid direct) participating in a federally funded research project if they are deemed to be key personnel by the PI or funding agency.**

**C. NON EXCLUSIVITY**

1. The above enumerations of management rights are not inclusive and do not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.
2. Nothing in this Agreement has limited the right of the University to consult with any Postdoctoral Scholar or Postdoctoral Scholar organization on any matter outside the scope of representation within the constraints imposed by HEERA.

**D. GRIEVANCE/ARBITRATION**

No action taken by the University with respect to a management and/or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

(AS)

UC → UAW 8/11/21

3:56 pm

**ARTICLE 14  
NO STRIKES**

- A. During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages, interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.
- B. Any Postdoctoral Scholar who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in concerted activities on the dates of such actions and shall not be paid for those days.
- C. The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article.
1. Such affirmative action shall include but not be limited to sending written notice to the home address of all unit members engaged in prohibited activity informing them that they must immediately return to work, and providing local news agencies and newspapers with a public written disavowal of the actions of the unit members.
  2. If the UAW performs in good faith and in a timely way all of the obligations of Section C.1., above, the UAW shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UAW or with their assistance or consent
- D. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.
- E. Any discipline up to and including discharge arising out of the violation of this provision shall be in accordance with Article 5 -- Discipline and Dismissal.

# EXHIBIT 5

# **UAW 4811 ULP STRIKE FAQ**

## **MOTIVATION FOR THE STRIKE AND UC'S UNFAIR LABOR PRACTICES**

**How does our Strike Authorization Vote relate to the encampments and the movement for justice in Palestine?**

**What is UAW 4811's position on the war in Gaza?**

**Why are we voting to authorize a strike?**

When faced with Palestine Solidarity encampments and other nonviolent protests by Academic Workers, students, and community members, UC has mishandled and escalated the situation by taking unlawful actions that cut to the heart of our collective bargaining agreements. Our union has filed unfair labor practice charges in response. These escalatory and unlawful actions include:

- Actively risking the health and safety of UAW 4811 members and members of the university community by allowing violent attacks on peaceful pro-Palestine protesters, both by violent anti-Palestine agitators and by police.
- Making unilateral changes to working conditions that have impacted our teaching, our work obligations, our safety and our academic freedom
- Summoning the police to forcibly eject and arrest UAW Local 4811 members in retaliation for those employees engaging in peaceful protest activity demanding work-place related changes.
- Disciplining employees for engaging in peaceful protest activity demanding work-place related changes.
- By authorizing a strike, Academic Workers are demanding that UC remedy these unfair practices and are giving the UAW 4811 Executive Board authority to call a strike if circumstances justify.

### **What unlawful actions has UC committed?**

### **How could UC avert a strike?**

### **What additional actions can UC take to address the harm that has been done to the campus community?**

### **Will the University care if we go on strike?**

### **Isn't going on strike only hurting ourselves because our research would suffer?**

## **STRIKE DETAILS: WHAT TO DO DURING THE STRIKE**

**Why is UC asking me to report leave without pay?**

**Am I required to report Leave if I'm on strike?**

**Am I required to fill out my timecard if I'm on strike?**

**What will happen if I don't fill out my timecard or report leave while I'm on strike?**

**The University requires me to report leave for the month before the month is over. Do I have to report that I intend to strike by filling out the leave reporting form prospectively? (mostly relevant for San Diego)**

**My supervisor/PI has asked me if I plan to come to work tomorrow/next week/in the future. Do I have to tell them whether I plan to strike?**

**Where and when would a strike take place?**

**What will the strike look like?**

**What if my campus isn't called to Stand Up?**



**What makes a strike effective?**

**Will I be paid while I am on strike?**

**What do I do instead of work if we go on strike?**

**What should I do with my live test subjects during a strike?**

**Can I use vacation or personal time off during the strike?**

**Isn't going on strike only hurting ourselves because our research would suffer?**

**Do I still have to make academic progress while on strike?**

## **STRIKE ASSISTANCE AND BENEFITS**

**Will I be paid while I am on strike?**

**Do we have a strike fund? How do I access strike benefits?**

**Will the University ask me to attest whether I am working or not?**

**Am I eligible for strike benefits if I'm an international or undocumented worker?**

**Can I use vacation or personal time off during the strike?**

## **UC'S RESPONSE (LETTER AND ULP CHARGE)**

**UC sent a letter to UAW workers saying that our Collective Bargaining Agreement prohibits strikes? Why did they say that?**

**What does the UC's Letter to UAW workers mean for international students and scholars?**

**What does it mean that the university claims our strike is "unprotected"?**

**UC says that the strike is not legal. Are they lawfully allowed to discipline me for participating?**

**What does "corrective action" mean?**

**Am I allowed to strike if I am an international or undocumented student or scholar?**

**Can UC withhold my healthcare benefits if I'm on strike?**

**Can UC withhold my tuition benefits if I'm on strike?**

**Has UC filed any charges against our union?**

**What unlawful activity does UC accuse our union of?**

**What will happen now that UC has filed ULP charges against our union?**

**Is UC filing an injunction against our union? What does that mean?**

**How do UC's charges impact our ability to strike?**

**Do UC's charges mean I will be disciplined for striking?**

**Do UC's charges mean we cannot go on strike?**

**Will PERB stop us from striking?**

**If I'm an international worker, does UC's ULP impact my visa status?**

**Can the University discipline me for withholding grades?**

**Why is UC asking me to report leave without pay?**

**Am I required to report Leave if I'm on strike?**

**Am I required to fill out my timecard if I'm on strike?**

**What will happen if I don't fill out my timecard or report leave while I'm on strike?**

**The University requires me to report leave for the month before the month is over. Do I have to report that I intend to strike by filling out the leave reporting form prospectively? (mostly relevant for San Diego)**

**My supervisor/PI has asked me if I plan to come to work tomorrow/next week/in the future. Do I have to tell them whether I plan to strike?**

**OUR RIGHTS AND PROTECTIONS FROM DISCIPLINE**

**Why is UC asking me to report leave without pay?**

**Am I required to report Leave if I'm on strike?**

**Am I required to fill out my timecard if I'm on strike?**

**The University requires me to report leave for the month before the month is over. Do I have to report that I intend to strike by filling out the leave reporting form prospectively? (mostly relevant for San Diego)**

**My supervisor/PI has asked me if I plan to come to work tomorrow/next week/in the future. Do I have to tell them whether I plan to strike?**

**UC sent a letter to UAW workers saying that our Collective Bargaining Agreement prohibits strikes? Why did they say that?**

**What does the UC's Letter to UAW workers mean for international students and scholars?**

**What does it mean that the university claims our strike is "unprotected"?**

**What does "corrective action" mean?**

**UC says that the strike is not legal. Are they lawfully allowed to discipline me for participating?**

**Am I allowed to strike if I am an international or undocumented student or scholar?**

**Can UC withhold my healthcare benefits if I'm on strike?**

**Can UC withhold my tuition benefits if I'm on strike?**

**Do I have the legal right to participate in a strike?**

**Can I be disciplined in my role as a student for exercising my right to strike?**

**Do I still have to make academic progress while on strike?**

**Has UC filed any charges against our union?**

**What unlawful activity does UC accuse our union of?**

**How do UC's charges impact our ability to strike?**

**Do UC's charges mean I will be disciplined for striking?**

**Do UC's charges mean we cannot go on strike?**

**If I'm an international worker, does UC's ULP impact my visa status?**

**Can the University discipline me for withholding grades?**

**What will happen if I don't fill out my timecard or report leave while I'm on strike?**

**Email [discipline@uc-uaw.org](mailto:discipline@uc-uaw.org) with questions or to get help from a union representative.**

## **UAW 4811**

**Contact**   **Twitter**   **Instagram**



# EXHIBIT 6

# University of California Workers Authorize Union to Call for Strike Over Protest Crackdowns

A union representing about 48,000 academic workers said that campus leaders mishandled pro-Palestinian demonstrations. The vote gives the union's executive board the ability to call a strike at any time.



**By Jonathan Wolfe**

Reporting from Los Angeles

May 15, 2024

Unions are known for fighting for higher pay and workplace conditions. But academic workers in the University of California system authorized their union on Wednesday to call for a strike over something else entirely: free speech.

The union, U.A.W. 4811, represents about 48,000 graduate students and other academic workers at 10 University of California system campuses and the Lawrence Berkeley National Laboratory. Its members, incensed over the university system's handling of campus protests, pushed their union to address grievances extending beyond the bread-and-butter issues of collective bargaining to concerns over protesting and speaking out in their workplace.

The strike authorization vote, which passed with 79 percent support, comes two weeks after dozens of counterprotesters attacked a pro-Palestinian encampment at the University of California, Los Angeles, for several hours without police intervention, and without arrests. Officers in riot gear tore down the encampment the next day and arrested more than 200 people.

The vote does not guarantee a strike but rather gives the executive board of the local union, which is part of the United Auto Workers, the ability to call a strike at any time. Eight of the 10 University of California campuses still have a month of instruction left before breaking for summer.

The union said it had called the vote because the University of California unilaterally and unlawfully changed policies regarding free speech, discriminated against pro-Palestinian speech and created an unsafe work environment by allowing attacks on protesters, among other grievances.

“At the heart of this is our right to free speech and peaceful protest,” Rafael Jaime, the president of U.A.W. 4811, said in a statement after the vote. “If members of the academic community are maced and beaten down for peacefully demonstrating on this issue, our ability to speak up on all issues is threatened.”

A spokeswoman for the University of California president’s office said in a statement that a strike would set “a dangerous precedent that would introduce nonlabor issues into labor agreements.”

“To be clear, the U.C. understands and embraces its role as a forum for free speech, lawful protests and public debate,” said the spokeswoman, Heather Hansen.

“However, given that role, these nonlabor-related disputes cannot prevent it from fulfilling its academic mission.”

There are still several active encampments at University of California campuses, including U.C. Merced, U.C. Santa Cruz and U.C. Davis. On Tuesday, protesters at U.C. Berkeley began dismantling their encampment after reaching an agreement with university officials.



Pro-Palestinian demonstrators at the University of California, Berkeley, began dismantling their encampment on Tuesday after reaching an agreement with school officials. Santiago Mejia/San Francisco Chronicle, via Associated Press

In a letter to the protesters on Tuesday, Berkeley's chancellor, Carol Christ, said that the university would begin discussions around divestment from certain companies and that she planned to publicly support "efforts to secure an immediate and permanent cease-fire" by the end of the month. But she said that divestment from companies that do business with, or in, Israel was not within her authority.

After packing up their tents, some of the Berkeley protesters traveled on Wednesday to U.C. Merced to attend a meeting held by the University of California governing board. More than 100 people signed up to give public comment, and nearly all of those who spoke about the protests criticized the handling of them by university administrations.

The strike authorization vote enables what is known as a "stand-up" strike, a tactic that was first employed by the United Auto Workers last year during its contract negotiations with General Motors, Ford Motor and Stellantis. Rather than calling on

all members to strike at once, the move allows the local union's executive board to focus strikes on certain campuses or among certain groups of workers, to gain leverage.

Mr. Jaime, the U.A.W. 4811 president, said before the vote that the union would use the tactic to "reward campuses that make progress" and possibly call strikes at those that don't. He added that the union would announce the strikes "only at the last minute, in order to maximize chaos and confusion for the employer."

The union said on Wednesday that its executive board would announce later this week if it was calling for strikes.

Tobias Higbie, a professor of history and labor studies at U.C.L.A., said that while striking for free speech was unusual, it wasn't unheard-of. The academic workers' union is also largely made up of young people, who have been far more receptive to organized labor than young people in even the recent past, he said.

"It points to how generational change is not only impacting workplaces, but it's going to impact unions," Mr. Higbie said. "Young members are going to make more and more demands like this on their unions as we go forward over the next couple of years, and so I think it's probably a harbinger of things to come."

Jill Cowan contributed reporting.

**Jonathan Wolfe** is a senior staff editor on the newsletters team at The Times. More about Jonathan Wolfe

**EXHIBIT B**  
**TO YEUNG DECLARATION**

SLOAN SAKAI YEUNG & WONG LLP  
Attorneys at Law

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 UAW Workers At The University of California

10 2. As we understand it, UAW is not disclosing when, where or even if they will call a strike  
11 at a particular campus. I have seen statements from UAW’s President Rafel Jaime stating that UAW will  
12 announce strikes “only at the last minute, in order to maximize chaos and confusion for the employer.”  
13 This limits the University’s ability to implement contingency plans; we do not know when, where, or even  
14 if a particular unit or campus will be called to strike.

15 3. As far as I am aware, the only strike the Union has called to date is at the University of  
16 California’s Santa Cruz campus. Although predicting the harm this strike will have to UC Santa Cruz  
17 students is difficult, below are some examples of harm that either has occurred or is likely to occur in the  
18 immediate future. Based on my years of experience with the University of California, I believe these  
19 examples would be replicated—and in some cases even more severe—across other campuses, should UAW  
20 be permitted to strike at other locations.

21 Impact On Student Learning

22 4. At UC Santa Cruz’s campus, UAW members teach classes and discussion sections, advise  
23 undergraduates in discussion groups and laboratory settings, tutor students, administer exams, grade  
24 papers, conduct extramurally sponsored research, and supervise undergraduate research, among other  
25 tasks. At UC Santa Cruz there are approximately 2,148 academic student employees, 180 postdoctoral  
26 scholars, and 246 non-student academic researchers. Over 800 Teaching Assistants oversee roughly 1200  
27 discussion and laboratory sections. When UAW members are on strike, they create serious loss of learning  
28 for students and potentially negatively impact graduation and retention rates. The most immediate impact

SLOAN SAKAI YEUNG & WONG LLP  
Attorneys at Law

1 is that classes, sections, and labs taught by these UAW members have been cancelled without advance  
2 notice. On the first day of the strike this was true, though it is impossible for us to know the exact number  
3 because UAW members are not informing UC Santa Cruz if they are, indeed, withholding their labor.

4 5. The impact on UC Santa Cruz’s undergraduate students will only increase as the strike  
5 continues.

6 6. Nor can UC Santa Cruz just pivot and have other faculty teach UAW members’ courses.  
7 Some classes are taught exclusively by UAW members. For example, at UC Santa Cruz, a recent History  
8 class of 85 students had one professor and four UAW graduate Teaching Assistants. The professor went  
9 on medical leave unexpectedly. One of the TAs was promoted to Graduate Student Instructor (GSI) to  
10 finish teaching the course. If the GSI and three TAs go on strike, it is not possible to find four people  
11 sufficiently qualified to teach this specialized course.

12 7. Other courses have numerous UAW members—for example, five—acting as Teaching  
13 Assistants teaching sections of the course. One faculty member cannot physically cover all of these  
14 sections, making replacement impossible.

15 8. Further, faculty members at UC Santa Cruz are represented by the Santa Cruz Faculty  
16 Association and may refuse to take on the work of striking bargaining unit members of UAW. I have been  
17 informed that the Santa Cruz Faculty Association has already indicated that its bargaining unit members  
18 will not take on the work of striking employees.

19 9. Additionally, during prior UAW strikes at UC Santa Cruz striking workers deleted scores  
20 on assignments from Canvas, the learning management platform most instructors use, for classes taught  
21 by striking workers. This harmed the undergraduate students by removing evidence of their work and  
22 academic progress and made it difficult to provide grades to students.

23 10. The potential removal of materials and/or grades from Canvas will also cause considerable  
24 delay in issuing grades for students in affected classes. At UC Santa Cruz, undergraduates will  
25 automatically receive a Pass (‘P’) grade 30 days after the grading deadline if a grade is not otherwise  
26 entered by the instructor of record. This grade may have no relation to the student’s progress in the course  
27 and will not contribute to the student’s GPA. UC Santa Cruz requires a 2.0 GPA to graduate. Students who  
28



1 receive a 'P' grade instead of a higher letter grade, if they are already close to this threshold, may not  
2 satisfy this requirement.

3 11. Delay in grading can also impact other aspects of students' experience on campus, such as  
4 a student's financial aid. Many sources of student financial aid require verification of Satisfactory  
5 Academic Progress (SAP). 'P' grades must be assigned to ensure students do not fall below financial aid  
6 eligibility thresholds. In past strikes, delays in obtaining grades led to delays in financial aid disbursements,  
7 creating hardships for students in meeting living expenses. A default 'P' grade or missing grade can cause  
8 students to fall below eligibility thresholds.

9 12. Delays in grading and degree completion may impact students' ability to meet graduate  
10 school application deadlines and prerequisites for graduate school, potentially delaying their admission.  
11 The overall loss of learning, through cancelled classes, sudden transition to remote modalities when  
12 campus access is impeded, and less prepared substitute faculty, will impact their ability to succeed in  
13 graduate school and in the workforce.

14 13. During the last strike in 2022-23, a single division at UC Santa Cruz (the Arts Division)  
15 saw nearly 78% of its classes taught by UAW members go ungraded for months after the close of the  
16 quarter.

#### 17 Impact on University Research

18 14. UC Santa Cruz also has approximately 489 UAW members who are Graduate Student  
19 Researchers (GSRs). These UAW members support the research of faculty and other Principal  
20 Investigators. Lack of GSR support may result in research delays or loss of research, which impacts the  
21 ability of faculty to meet the expectations of grants, potentially imperiling future university funding. The  
22 effect of these employees withholding their labor poses a significant threat to the research conducted in the  
23 laboratories staffed by these UAW members.

24 15. For example, some of the UAW researchers are designated Principal Investigators ("PI").  
25 The PI is the leader of the research team and is responsible for the overall direction of the research and for  
26 management of the research team. Without the PI, the research project generally does not proceed.  
27 Cessation of research may result in not meeting the expectations of grants, jeopardizing future university  
28 funding. Halting research may also impact the academic progress of graduate students and undergraduate

1 students working on the project, preventing them from completing projects that they are taking for  
2 academic credit and impeding their progress toward their degrees.

3 16. Regardless, UAW researchers—whether a PI or not—have specific research expertise  
4 making it nearly impossible for anyone else to fill in for them. Although the impact on specific labs will  
5 vary (as I understand it, some UAW members did not vote to strike and some may decline to withhold their  
6 labor), below are a few examples of the significant damage various labs would experience if UAW  
7 members abandoned their labs and research:

8 a. Longitudinal Studies: Long-term behavioral studies in psychology or  
9 neuroscience where researchers track changes in behavior or brain function over extended  
10 periods. These studies require consistent handling and observation by the same team to  
11 ensure data integrity. Interruptions or changes in personnel can lead to inconsistent data  
12 and compromised study outcomes.

13 Example of the strike’s impact on these studies include UC Santa Cruz’s human  
14 subject experiments in psychology, linguistics and education. These longitudinal studies  
15 depend on regular and consistent interviews with study participants. We have  
16 approximately 10 graduate students carrying out work in these areas that will not get done  
17 if this strike continues.

18 b. Cell Culture Experiments: Experiments involving the growth and  
19 maintenance of cell lines, such as cancer cells or stem cells require regular cell cultures,  
20 daily monitoring, feeding, and maintenance. Any disruption can lead to cell death or  
21 contamination, setting back research progress significantly.

22 Examples of the strike’s impact on these studies include the following. A large  
23 number of studies in microbiology, molecular biology, biochemistry, biomedical  
24 engineering at UC Santa Cruz have experiments that require continued maintenance and  
25 continued experimentation on cell lines. This is particularly true for studies involving stem  
26 cells and other primary cell lines from humans and other mammals that require daily care.  
27 This work is primarily done by approximately 70 UAW members, including GSRs and  
28 postdoctoral scholars. A strike will endanger this work as well.

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c. Animal Studies: Long-term experiments involving animal models, such as rodent studies in pharmacology or genetics often involve precise dosing, behavior monitoring, and scheduled tissue sampling. Continuity is essential to avoid variability and ensure ethical treatment of animals.

There are 153 GSRs, post-docs and professional series researchers who carry out animal experiments. Examples include generation of CRISPR mutant mouse models and genetic crosses that take up to 18 months to perform. The strike will imperil the continuity that is essential to avoid variability and ensure ethical treatment of animals.

d. Climate and Environmental Research: Studies tracking climate variables or environmental pollutants over time, such as water quality monitoring or atmospheric studies. These projects depend on regular data collection at specific intervals. Delays or gaps can invalidate the entire study period.

Through our Institute for Marine Sciences, and departments of Ocean Sciences, Earth and Planetary Sciences, Environmental Studies and Ecology and Evolutionary Biology, there are approximately 50 graduate students who carry out field-based experiments for terrestrial and ocean-based data gathering. A specific example includes a 40-year study of elephant seals at Ano Nuevo. The strike imperils this work, and like the other areas of study, risks compromising research results, delaying projects, and harming the University’s ability to get grant funding.

Other Irreparable Harm

17. The harm to the University by an unlawful strike is not limited to students and research. It also poses significant strains on other University resources and can potentially impact student and employee safety. At UC Santa Cruz, our public safety officials and student affairs personnel have already been working significant overtime to respond to the protest encampment that remains on the Santa Cruz campus. Responding to a strike has staff stretched to the breaking point.

18. The current protests at UC Santa Cruz present additional safety and logistical challenges. The campus has two access roads. On May 20, 2024, during the first day of the strike, protesters blocked

1 access to both roads for a period of time, and the access through the main entrance remained blocked as of  
2 5 p.m., on May 20. This slows—and in some cases prohibits—access to the campus, including access by  
3 vital public safety equipment.

4 19. The UAW appears to recognize that their actions will cause severe irreparable harm to the  
5 University. In FAQs it released justifying its strike, it explained depriving the University of Union  
6 members' labor would cause the University to “cease to function.”

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

9 Executed this 21st day of May, 2024, in Santa Cruz, California.

10   
11 \_\_\_\_\_  
12 Lori G. Kletzer  
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14 SLOAN SAKAI YEUNG & WONG LLP  
15 Attorneys at Law  
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EXHIBIT C  
TO YEUNG DECLARATION

SLOAN SAKAI YEUNG & WONG LLP  
Attorneys at Law

1 **DECLARATION OF DANIEL MENEZES**

2 I, Daniel Menezes, declare as follows:

3 1. I am an Associate Director of Labor Relations in Systemwide Employee & Labor  
4 Relations at the University of California Office of the President. I also serve as Chief Negotiator for the  
5 University of California with respect to the bargaining units represented by the United Auto Workers,  
6 Local 4811 (“UAW” or “Union”). I have personal knowledge of the following and, if called as a witness,  
7 could and would competently testify thereto.

8 2. All four bargaining units represented by UAW at the University of California currently have  
9 collective bargaining agreements (“CBAs”) in effect. All four CBAs have “no-strike” clauses that prohibit strikes  
10 during the term of each CBA.

11 3. On May 1, 2024, I received a communication written by UAW’s leadership at UC Santa Cruz that  
12 UAW members voted for a one-day strike to support protest activities related to the conflict in the Middle East.  
13 Per the campus’s Union leader, Union members intended to strike to show “solidarity with the calls from  
14 Palestinian General Federation of Trade Union, Palestinian Youth Movement, and UCSC Faculty for Justice in  
15 Palestine.” The UC Santa Cruz UAW email went further, describing UAW’s intent to engage in broader strike  
16 actions. Specifically, the email outlined the purposes of two upcoming meetings on May 3, 2024 and May 7, 2024.  
17 The May 3 meeting was to “discuss the possibility of a demands-based strike and, specifically, what those demands  
18 would be.” The May 7 meeting was intended to “vote on whether or not we want to strike given the demands that  
19 we collectively decide upon.” A true and correct copy of the UAW email and my response to it are attached as  
20 **Exhibit A.**

21 4. On May 1, 2024, I became aware that UAW intended to hold a vote to seek authorization for a  
22 strike against the University of California. I later learned that UAW intended to conduct that strike vote from May  
23 13 to May 15. Although some of the UAW’s social media posts characterized the strike vote as being in  
24 response to UCLA’s decision to disband the encampment on its campus, the majority of its  
25 communications focused on other issues, such as divestment from companies and industries profiting off  
26 of the suffering in Gaza, and First Amendment issues.

27 5. Upon learning of UAW’s strike vote on May 1, and pursuant to the terms of the applicable  
28 CBAs, I contacted UAW’s leadership requesting that University take immediate action to stop the activity

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1 because it violated the CBA’s no strike clause. The Union responded that it was in touch with members  
2 “that we know are engaged in activity that may be in violation of the contract and are informing them of  
3 their obligations under the CBA.” See **Exhibit A**.

4 6. UAW’s website promoting its strike vote provides a good example of UAW’s justification  
5 for the vote. In urging members to authorize a strike, the website reflected what I consider the larger  
6 political and social focus of its strike vote. It urged members to vote “yes” to oppose what the UAW  
7 characterized as a “crackdown of free speech on University campuses. . . .” The website went on to list  
8 UAW’s demands to “de-escalate the situation” (and presumably avoid and/or end its strike). The first and  
9 most prominent demand was divestment: “In order to de-escalate the situation, UC must substantively  
10 engage with the concerns raised by the protesters – which focus on UC’s investments in companies and  
11 industries profiting off of the suffering in Gaza.” UAW then listed other demands, including amnesty for  
12 all individuals who face disciplinary action or arrest due to the protest, the right to free speech and  
13 political expression on campus, divestment, disclosure of UC funding sources and investments, and  
14 allowing researchers to opt out from funding sources tied to certain causes. Attached as **Exhibit B** are  
15 true and correct copies of UAW’s website on May 8, 2024 promoting the strike vote. This website  
16 remained largely unchanged throughout the voting period.

17 7. UAW also pointed to agreements other campuses had reached with protesters as examples that  
18 “de-escalation is possible.” This included a link to an agreement the University of California’s Riverside campus  
19 had reached with its students. I have received and reviewed the UC Riverside agreement. In it, UC Riverside agreed  
20 to (1) list on UCR’s website all currently public information on UC’s investments; (2) form a task force to explore  
21 options for UCR’s endowment; (3) conduct monthly meetings with UCR staff about the removal of product brands  
22 from campus; (4) terminate of certain study abroad programs; and (5) modify UCR’s approval process for study  
23 abroad programs. A true and correct copy of UAW’s website citing the UC Riverside agreement is attached as  
24 **Exhibit C**. A true and correct copy of the UC Riverside agreement is attached as **Exhibit D**.

25 8. I interpreted UAW’s reference to agreements such as the one at UC Riverside as further  
26 examples of what demands could avoid and/or end UAW’s strike. Indeed, in media reports, UAW’s  
27 President, Rafel Jaime explained that it would employ a “stand-up strike” tactic to “reward campuses that  
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1 make progress” toward meeting protester’s demands, like UC Riverside. Attached as **Exhibit I** is a true  
2 and correct copy of May 15, 2024 New York Times Article containing this quote.

3 9. To better understand UAW’s position on the strike vote, I also reviewed other statements UAW’s  
4 leaders have made. On May 1, 2024, for example, I reviewed UAW’s “Strike Authorization Vote Announcement,”  
5 which UAW posted to its website. The second paragraph clearly outlines the strike vote’s objectives:

6 UC management must change course. At several other universities across the  
7 country, management has taken protesters’ demands seriously and begun  
8 negotiations with coalitions of students, workers, and community members  
9 over their divestment from companies supplying arms to Israel’s war in Gaza.  
10 This option is open to UC as well. The use and sanction of violent force to  
curtail peaceful protest is an attack on free speech and the right to demand  
change, and the university must sit down with students, unions, and campus  
organizations to negotiate, rather than escalate.

11 A true and correct copy of this statement is attached as **Exhibit E**.

12  
13 10. I also reviewed a statement from UAW’s Region 6 Director Mike Miller that he posted to a UAW  
14 website on May 2, 2024. This makes clear that the strike vote is intended to pressure the University with respect  
15 to the Union’s position on the conflict in the Middle East. Among other things, Mr. Miller states:

16 As Local 4811 members move towards a strike authorization vote, know that you  
17 have the full support of your Region 6 siblings across the West Coast, and your  
18 UAW siblings across the continent, as you stand up for your rights and give voice  
to those impacted by the war in Gaza.

19 Our union has taken a clear stance calling for a permanent ceasefire and justice for  
20 Palestine. I am proud to work alongside my fellow IEB members and UAW  
members across the country to continue escalating the call for a ceasefire, and an  
end to the death, destruction, and human suffering in Palestine.

21  
22 A true and correct copy Mike Miller’s May 2 statement is attached as **Exhibit F**.

23 11. Through the strike vote, I also reviewed correspondence from UAW members which outline the  
24 justifications for the strike. In one communication that I received from the UAW at UCLA, UAW promoted the  
25 strike as part of organization efforts “for a Free Palestine.” It went on to state that the strike was intended pressure  
26 the University to engage with concerns raised by other protesters, such as divestment:

27 . . . show the University that we have zero tolerance for violence against our  
28 coworkers, and that we are waling the line for Palestine. UC must substantively  
engage with the concerns raised by the leaders of the movement on our



campuses—which focus on UC’s investment in companies and industries profiting off of the genocide in Gaza.

A true and correct copy of this UAW email is attached as **Exhibit G**.

12. In public social media posts that I have reviewed, UAW’s rank and file members have also emphasized that their core objective for voting to strike is UAW’s political and social position. For example, one member noted on X (Twitter) the international focus of the strike and made clear that the vote was about divestment and Palestine. Another pushed their department to vote for the strike stating “[T]he top demand that matters here is disinvestment. This is about Palestine first and our ability to work comfortably at UC second.” True and correct copies of these social media posts are attached as **Exhibit H**.

13. Late in the evening of May 15, 2024, I saw news reports that the UAW bargaining unit members had voted to authorize a strike against the University of California. According to the new reports, 19,780 academic workers voted in the strike authorization vote, with 79% of participating members voting in favor of authorizing a strike. UAW has reported in other context that they represent approximately 48,000 employees at the University.

14. During a meeting with UAW on Friday, May 17, 2024, at approximately 9:00 a.m., UAW President Rafael Jaime informed me that UAW bargaining unit members at U.C. Santa Cruz would go on strike starting on Monday, May 20, 2024. This was the first time that the University received notice of any strike from UAW. After being informed of the strike by Rafael Jaime, I went online and saw that UAW had already posted about the strike on its X (Twitter) feed. Other than informing me that UAW bargaining unit members at U.C. Santa Cruz would strike on May 20, 2024, Rafael Jaime did not provide any other details of the strike, such as the exact time of day the strike would start, how long the strike would last, whether any bargaining unit employees were exempt from the strike, and the exact date/time the strike would end.

15. UAW has not provided any notice about other strikes at other University of California campuses.

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1           16.     UAW has not committed to providing the University of California with any amount of notice prior  
2 to a strike. In fact, media reports suggest that they will not provide any notice. UAW’s President, Rafael Jaime,  
3 has been widely reported as stating that the Union will announce the strikes “only at the last minute, in order  
4 to maximize chaos and confusion for the employer.”

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

7           Executed on 5/20/2024, in West Hollywood, California.

DocuSigned by:  
*Daniel Menezes*  
DF0442C3649241B...  
Daniel Menezes

SLOAN SAKAI YEUNG & WONG LLP  
Attorneys at Law

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# EXHIBIT A

**From:** Daniel Menezes  
**Sent:** Wednesday, May 1, 2024 11:51 AM  
**To:** [REDACTED]  
**Cc:** Michael McCown [REDACTED]; Kaleena Sedillo [REDACTED]  
**Subject:** Work stoppage at UCSC  
**Importance:** High

Hi Kavitha,

Today, the University learned that Graduate Students at UC Santa Cruz voted for a one-day work stoppage on May Day (May 1, 2024) that could lead to further work stoppages this month. I understand from our conversations that this vote was not formally authorized by UAW. However, we wanted to be clear that any work stoppages are prohibited by the No Strike Provisions across UAW's contracts with the University and an employee's failure to perform their duties will result in corrective measures in line with the parties' agreement. We are also noting that Rebecca Gross, a UAW organizer at UCSC, authored an email organizing the activity attached at the end of this letter. Per Article 19.A of the BR Contract (and similar language in 20.C of the BX contract):

*The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this agreement or any written extension thereof.*

We ask for your partnership and support in preventing further work stoppages and honoring the terms of our agreements. Per Article 19.C of the BR Contract (and similar language in 20.C of the BX contract):

*The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this article. Such affirmative action shall include but not be limited to sending written notice by email or to the home address of all unit members engaged in prohibited activity, informing them that the concerted activity is in violation of this article, that engaging in such activity may lead to disciplinary action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work.*

As always, please don't hesitate to contact me if you have any questions or wish to discuss this or any other matter.

Sincerely,  
Daniel Menezes

**Daniel Menezes**  
Chief Negotiator

PERB Received  
05/17/24 12:17 PM

Systemwide Labor Relations  
UC Office of the President  
Pronouns: him/his



From: [REDACTED]  
Date: Tue, Apr 30, 2024, 11:45 PM  
Subject: [IMPORTANT - PLEASE READ] May Day Work Stoppage Guidance & Future Planning Meeting Info  
To:

Dear colleagues,

Last week, with an incredible show of solidarity responding to the moment, graduate workers in more than 20 departments at UCSC hosted meetings on short notice to discuss the possibility of withholding labor in solidarity with the [calls](#) from [Palestinian General Federation of Trade Unions](#), [Palestinian Youth Movement](#), and [UCSC Faculty for Justice in Palestine](#). We asked, in short, what form of (if any) action might we take? If we were to take action, when would that action take place?

At a meeting on Tuesday (4/30) evening, more than 250 grads attended in person or online to hear report backs from those 20 plus department meetings. Those in attendance voted to support the call for a **1-Day Work Stoppage tomorrow, May 1st** (International Workers Day). This action is a first collective step to standing in solidarity with these pressing calls.

We are including two (2) different ways you might choose to cancel class, accompanied by templates for you to use to inform your colleagues, students, and supervisors of the labor action you are taking. Please find the template emails below. Regardless of which approach you take to inform your students and supervisor of your work stoppage, the point is to withhold your labor.

Additionally, we voted to hold two (2) upcoming meetings:

1. Meet **this Friday, May 3rd at 4:30pm on Zoom** to discuss the possibility of a demands-based strike and, specifically, what those demands would be. We will send out a tentative agenda on Thursday night.
2. Meet next **Tuesday evening, May 7th (exact time/location TBD ASAP)** to vote on whether or not we want to strike given the demands that we collectively decide upon. We will send out a tentative agenda on Monday night.

We can only assess our capacity to strike, and with what demands, if we meet with our departments and/or lab coworkers **BEFORE** these meetings. We need everyone to schedule department meetings to discuss commitments, demands, and conditions to strike before both Tuesday and Friday. If you would like a representative from the union in addition to your department steward or in lieu of a department steward at your department meeting, please contact Veronica Hamilton [REDACTED] or [REDACTED]

These are decisions that we make collectively as workers. Please plug in, as you are able, to these discussions.

PERB Received  
05/17/24 12:17 PM

The following email templates are suggested guides to declare your own intent to engage in a work stoppage on May 1, 2024 in solidarity with the call from the **Palestinian General Federation of Trade Unions**. You are encouraged to determine an assessment of risk particular to your situation. As always, if you do not feel well, you shouldn't work- we have contractually protected sick days.

*First possible option: "I am concerned for my safety."*

Hello [Students / Supervisor Name],

As you may already know there is an ongoing demonstration in support of the demands from the [Palestinian General Trade Union Federation](#), [Palestinian Youth Movement](#), and [UCSC Faculty for Justice in Palestine](#). Due to the [May Day march and rally](#) starting at the Science and Engineering Library at 11:00 am and moving to the Cowell Courtyard by 1:00 pm. **I am utilizing my contractual right to have a safe working environment and choosing to cancel class.**

Sincerely,  
[NAME]

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*Second possible option: I'm striking in solidarity with the call from the Palestinian General Trade Union Federation*

Hello [Students / Supervisor Name],

After department discussions and a general assembly meeting, graduate student workers have voted to stage a walkout and one-day work stoppage in support of demands from the [Palestinian General Trade Union Federation](#), [Palestinian Youth Movement](#), and [UCSC Faculty for Justice in Palestine](#). I encourage you to learn more about this issue by talking with your fellow students at the [May Day march and rally](#) starting at the Science and Engineering Library at 11:00 am and moving to the Cowell Courtyard by 1:00 pm.

I am observing the call to withhold labor on May Day and will not be at any meetings or classes on May 1.

Solidarity,  
[NAME]

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Solidarity,  
[REDACTED]

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**From:** Kavitha Iyengar <[REDACTED]>  
**Sent:** Wednesday, May 1, 2024 12:49 PM  
**To:** Daniel Menezes <[REDACTED]>  
**Cc:** Michael McCown <[REDACTED]>; Kaleena Sedillo <[REDACTED]>  
**Subject:** Re: Work stoppage at UCSC

**CAUTION: EXTERNAL EMAIL**

Hi Daniel,

We are in receipt of your notice. The Union is in touch with members that we know are engaged in activity that may be in violation of the contract and are informing them of their obligations under the CBA. This includes Rebecca Gross.

We will continue to fulfill our obligations, and encourage ongoing communication. Michael will be calling soon with new updates.

Kavitha

On Wed, May 1, 2024 at 10:51 AM Daniel Menezes <[REDACTED]> wrote:

Hi Kavitha,

Today, the University learned that Graduate Students at UC Santa Cruz voted for a one-day work stoppage on May Day (May 1, 2024) that could lead to further work stoppages this month. I understand from our conversations that this vote was not formally authorized by UAW. However, we wanted to be clear that any work stoppages are prohibited by the No Strike Provisions across UAW's contracts with the University and an employee's failure to perform their duties will result in corrective measures in line with the parties' agreement. We are also noting that Rebecca Gross, a UAW organizer at UCSC, authored an email organizing the activity attached at the end of this letter. Per Article 19.A of the BR Contract (and similar language in 20.C of the BX contract):

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*The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this article. Such affirmative action shall include but not be limited to sending written notice by email or to the home address of all unit members engaged in prohibited activity, informing them that the concerted activity is in violation of this article, that engaging in such activity may lead to disciplinary action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work.*

As always, please don't hesitate to contact me if you have any questions or wish to discuss this or any other matter.

Sincerely,

Daniel Menezes

**Daniel Menezes**

*Chief Negotiator*

Systemwide Labor Relations

UC Office of the President

*Pronouns: him/his*



From: [REDACTED]

Date: Tue, Apr 30, 2024, 11:45 PM

Subject: [IMPORTANT - PLEASE READ] May Day Work Stoppage Guidance & Future Planning Meeting Info

To:

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We are including two (2) different ways you might choose to cancel class, accompanied by templates for you to use to inform your colleagues, students, and supervisors of the labor action you are taking. Please find the template emails below. Regardless of which approach you take to inform your students and supervisor of your work stoppage, the point is to withhold your labor.

Additionally, we voted to hold two (2) upcoming meetings:

1. Meet **this Friday, May 3rd at 4:30pm on Zoom** to discuss the possibility of a demands-based strike and, specifically, what those demands would be. We will send out a tentative agenda on Thursday night.
2. Meet next **Tuesday evening, May 7th (exact time/location TBD ASAP)** to vote on whether or not we want to strike given the demands that we collectively decide upon. We will send out a tentative agenda on Monday night.

We can only assess our capacity to strike, and with what demands, if we meet with our departments and/or lab coworkers **BEFORE** these meetings. We need everyone to schedule department meetings to discuss commitments, demands, and conditions to strike before both Tuesday and Friday. If you would like a representative from the union in addition to your department steward or in lieu of a department steward at your department meeting, please contact Veronica Hamilton [REDACTED] or [REDACTED].

These are decisions that we make collectively as workers. Please plug in, as you are able, to these discussions.

**The following email templates are suggested guides to declare your own intent to engage in a work stoppage on May 1, 2024 in solidarity with the call from the Palestinian General Federation of Trade Unions.** You are encouraged to determine an assessment of risk particular to your situation. As always, if you do not feel well, you shouldn't work- we have contractually protected sick days.

*First possible option: "I am concerned for my safety."*

Hello [Students / Supervisor Name],

As you may already know there is an ongoing demonstration in support of the demands from the [Palestinian General Trade Union Federation](#), [Palestinian Youth Movement](#), and [UCSC Faculty for Justice in Palestine](#). Due to the [May Day march and rally](#) starting at the Science and Engineering Library at 11:00 am and moving to the Cowell Courtyard by 1:00 pm. **I am utilizing my contractual right to have a safe**

**working environment and choosing to cancel class.**

Sincerely,  
[NAME]

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*Second possible option: I'm striking in solidarity with the call from the Palestinian General Trade Union Federation*

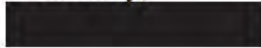
Hello [Students / Supervisor Name],

After department discussions and a general assembly meeting, graduate student workers have voted to stage a walkout and one-day work stoppage in support of demands from the [Palestinian General Trade Union Federation](#), [Palestinian Youth Movement](#), and [UCSC Faculty for Justice in Palestine](#). I encourage you to learn more about this issue by talking with your fellow students at the [May Day march and rally](#) starting at the Science and Engineering Library at 11:00 am and moving to the Cowell Courtyard by 1:00 pm.

I am observing the call to withhold labor on May Day and will not be at any meetings or classes on May 1.

Solidarity,  
[NAME]

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Solidarity,  


# EXHIBIT B

UAW 4811

[OUR UNION](#) [OUR RIGHTS](#) [OUR MOVEMENT](#)

[JOIN THE MAJORITY](#)

# STRIKE AUTHORIZATION VOTE MAY 13-15



**On Friday, May 3rd 2024, our union filed Unfair Labor Practice charges in response to UC's actions against peaceful protesters – including UAW 4811 members – over the past week. UAW 4811 members will take a Strike Authorization Vote from **May 13-15** to authorize the UAW 4811 Executive Board to call for a strike if circumstances justify. The vote will be conducted online and all UAW 4811 members in good standing will be eligible to take part.**

**Early Monday morning, UC San Diego sent officers in riot gear to the UCSD Gaza Solidarity Encampment and arrested what is likely over 50 protestors, including UAW 4811 members. Additional arrests were also made at UCLA this morning for violations of "curfew." Unfair Labor Practice Charges will be amended as necessary.**

***It is important for Academic Employees to vote **YES** in the strike authorization vote to show UC Administration that **this unprecedented crackdown on free speech on University campuses is unacceptable.** Our members have been beaten, concussed, pepper sprayed, both by counter-protestors and by police forces. As a union, it is our responsibility to stand beside them and demand that UC stop committing these gross Unfair Labor Practices.***

**In order to de-escalate the situation, UC must substantively engage with the concerns raised by the protesters — which focus on UC's investments in companies and industries profiting off of the suffering in Gaza. UAW 4811 is calling on UC to peacefully negotiate with stakeholders and reach agreement to address these concerns through:**

- 1. Amnesty for all academic employees, students, student groups, faculty, and staff who face disciplinary action or arrest due to protest.**
- 2. Right to free speech and political expression on campus.**

- 3. Divestment from UC's known investments in weapons manufacturers, military contractors, and companies profiting from Israel's war on Gaza.**
- 4. Disclosure of all funding sources and investments, including contracts, grants, gifts, and investments, through a publicly available, publicly accessible, and up-to-date database.**
- 5. Empower researchers to opt out from funding sources tied to the military or oppression of Palestinians. The UC must provide centralized transitional funding to workers whose funding is tied to the military or foundations that support Palestinian oppression.**



# EXHIBIT C

UAW 4811

OUR UNION OUR RIGHTS OUR MOVEMENT

JOIN THE MAJORITY



**On Friday, May 3rd 2024, our union filed Unfair Labor Practice charges in response to UC's actions against peaceful protesters – including UAW 4811 members – over the past week. UAW 4811 members will take a Strike Authorization Vote from May 13-15 to authorize the UAW 4811 Executive Board to call for a strike if circumstances justify. The vote will be conducted online and all UAW 4811 members in good standing will be eligible to take part.**

**Early Monday morning, UC San Diego sent officers in riot gear to the UCSD Gaza Solidarity Encampment and arrested what is likely over 50 protesters, including UAW 4811 members. Additional arrests were also made at UCLA this morning for violations of "curfew." Unfair Labor Practice Charges will be amended as necessary.**

***It is important for Academic Employees to vote YES in the strike authorization vote to show UC Administration that this unprecedented crackdown on free speech on University campuses is unacceptable. Our members have been beaten, concussed, pepper sprayed, both by counter-protestors and by police forces. As a union, it is our responsibility to stand beside them and demand that UC stop committing these gross Unfair Labor Practices.***

In order to de-escalate the situation, UC must substantively engage with the concerns raised by the protesters — which focus on UC's investments in companies and industries profiting off of the suffering in Gaza. UAW 4811 is calling on UC to peacefully negotiate with stakeholders and reach agreement to address these concerns through:

1. Amnesty for all academic employees, students, student groups, faculty, and staff who face disciplinary action or arrest due to protest.
2. Right to free speech and political expression on campus.

3. Divestment from UC's known investments in weapons manufacturers, military contractors, and companies profiting from Israel's war on Gaza.
4. Disclosure of all funding sources and investments, including contracts, grants, gifts, and investments, through a publicly available, publicly accessible, and up-to-date database.
5. Empower researchers to opt out from funding sources tied to the military or oppression of Palestinians. The UC must provide centralized transitional funding to workers whose funding is tied to the military or foundations that support Palestinian oppression.

Sign up here to help turn out your coworkers to vote!



**This de-escalation is possible: Brown, Northwestern, Evergreen State, Rutgers, University of Minnesota, and UC Riverside were**

**able to reach agreements with student protesters. This kind of open dialogue and toleration of dissent is the way that Universities should deal with members of the campus community raising urgent moral issues.**





## FAQs

**Why are we voting to authorize a strike?**



**What unlawful actions has UC committed?**



**When will the Strike Authorization Vote take place?**



**Who is eligible to vote?**



**How could UC avert a strike?**



**What additional actions can UC take to address the harm that has been done to the campus community?**



**How does our Strike Authorization Vote relate to the encampments and the movement for justice in Palestine?**



**What is UAW 4811's position on the war in Gaza?**



**Where and when would a strike take place?**



**What will the strike look like?**



**What if my campus isn't called?**



**What makes a strike effective?**



**Do I have the legal right to participate in a strike?**



- UC says that the strike is not legal. Are they lawfully allowed to discipline me for participating?** ✓
- Am I allowed to strike if I am an international or undocumented student or scholar?** ✓
- Will I be paid while I am on strike?** ✓
- Do we have a strike fund? How do I access strike benefits?** ✓
- Will the University ask me to attest whether I am working or not?** ✓
- Am I eligible for strike benefits if I'm an international or undocumented worker?** ✓
- Can UC withhold my healthcare benefits if I'm on strike?** ✓
- Can UC withhold my tuition benefits if I'm on strike?** ✓
- Can I be disciplined in my role as a student for exercising my right to strike?** ✓
- Can I use vacation or personal time off during the strike?** ✓
- Will the University care if we go on strike?** ✓
- Isn't going on strike only hurting ourselves because our research would suffer?** ✓
- What do I do instead of work if we go on strike?** ✓
- What should I do with my live test subjects during a strike?** ✓
- Do I still have to make academic progress while on strike?** ✓

# EXHIBIT D



May 3, 2024

The signatories agree to the following amended terms:

- All currently public information on UC's investments will be posted to the UCR campus website. It will continue to be updated as the UC releases more information. The goal is to get full disclosure of the list of companies in the portfolio and the size of the investments.
- The UCR Administration agrees to form a task force that includes students appointed by ASUCR's Diversity Council and faculty appointed by the Academic Senate to explore the removal of UCR's endowment from the management of the UC Investments Office, and the investment of said endowment in a manner that will be financially and ethically sound for the university with consideration to the companies involved in arms manufacturing and delivery. The goal of this task force is to produce a report to present to the UCR Foundation Board of Trustees by the end of Winter Quarter 2025. The task force will be formed by the end of the Spring 2024 quarter.
- Commitment to bimonthly meetings with the AVC of Auxiliary Services and an ongoing review of Sabra Hummus consistent with existing product review processes until we can find a resolution.
- The School of Business has discontinued Global Programs in Oxford, USA, Cuba, Vietnam, Brazil, China, Egypt, Jordan, and Israel.
- UCR will modify its approval process for all study abroad programs to ensure compliance with UC's Anti-Discriminatory Policies.



---

Samia Alkam, Lead Negotiator




---

Brian Haynes, Vice Chancellor for Student Affairs



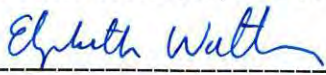
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Hibah Nassar, SJP President




---

Christine Victorino, SOE Professor of Practice



---

Elizabeth Watkins, Provost & Executive Vice Chancellor



---

Kim A. Wilcox, Chancellor

# EXHIBIT E

**UAW 4811**

OUR UNION OUR RIGHTS OUR MOVEMENT

May 1 - Written By UAW 4811

# Strike Authorization Vote Announcement

Last night, an armed group of counter-protesters attacked the Palestine Solidarity encampment at UCLA, hitting protesters including members of UAW 4811 with sticks, spraying them with bear spray, and pelting them with bottles and fireworks. This comes hours after management at Columbia and City College of New York called in huge groups of riot police to arrest hundreds of student protesters and clear encampments on those campuses. In all these instances, management has employed police violence or allowed violence to be used against students, faculty and academic workers exercising their right to free speech. Our sister union UAW 872, representing academic workers at USC, has already filed Unfair Labor Practice charges against management on their campus over similar failures when LAPD arrested over 90 protesters on that campus.

UC management must change course. At several other universities across the country, management has taken protesters' demands seriously and begun negotiations with coalitions of students, workers, and community members over their divestment from companies supplying arms to Israel's war in Gaza. This option is open to UC as well. The use and sanction of violent force to curtail peaceful protest is an attack on free speech and the right to demand change, and the university must sit down with students, unions, and campus organizations to negotiate, rather than escalate.

At an emergency executive board meeting this morning, **our union's leadership voted to hold a strike authorization vote as early as next week to give the Executive Board authority to call a strike** if circumstances justify: should the university decide to curtail the right to participate in protected, concerted activity; discriminate against union members or political viewpoints; and create or allow threats to members' health and safety, among others, UAW 4811 members will take any and all actions necessary to enforce our rights.

Expect more information on the timeline of the vote in the coming days.

*In solidarity,*

*UAW 4811 Executive Board*

UAW 4811

**Solidarity with University  
Encampments Across the  
Country**



# EXHIBIT F



FEATURED, NEWS

# UAW REGION 6 DIRECTOR MIKE MILLER STATEMENT ON ATTACKS ON STUDENTS AND WORKERS AT UCLA



Over the last 2 days, the UCLA Administration has condoned the brutal attack of students and workers as they peacefully protested for justice for Palestine. Rather than negotiating with protestors and de-escalating, UCLA Administration's actions have caused dozens to seek medical attention and hospitalizations, a militarized police presence on campus and the arrest of more than 130 students & workers, including UAW 4811 members. As a former Teaching Assistant, Reader, and Tutor at UCLA, I am outraged by the Administration's actions – using newly applied standards and force to discriminate against students & workers for their political viewpoints.

## STAY UPDATED

MEMBERS, FAMILY AND FRIENDS: GET UAW ACTION UPDATES ON YOUR PHONE. TEXT "JOIN" TO 99795, SIGN UP FOR UAWIRE AND GET UAW ACTION UPDATES

VIA EMAIL:

SIGN UP

## RECENT POSTS

*STATEMENT FROM UAW PRESIDENT SHAWN FAIN ON MERCEDES ALABAMA VOTE* May 17, 2024

*BMW-RDC UPDATE 5/17/24* May 17, 2024

*MERCEDES-BENZ UNDER INVESTIGATION BY GERMAN GOVERNMENT FOR ILLEGALLY VIOLATING WORKERS RIGHTS AT ALABAMA PLANT* May 16, 2024

## SOLIDARITY MAGAZINE



UAW 4811 members have taken swift action to respond, working alongside thousands of other students and workers at UCLA to mobilize for free speech and safety on campus, and to demand justice for Palestine. **Today, UAW 4811 members are preparing to file Unfair Labor Practice charges over UC's actions, and are moving towards a strike authorization vote.** This comes less than a week after UAW 872 members at University of Southern California also filed an Unfair Labor Practice over similar failures by the USC Administration.

As Local 4811 members move towards a strike authorization vote, know that you have the full support of your Region 6 siblings across the West Coast, and your UAW siblings across the continent, as you stand up for your rights and give voice to those impacted by the war in Gaza.

Our union has taken a clear stance calling for a permanent ceasefire and justice for Palestine. I am proud to work alongside my fellow IEB members and UAW members across the country to continue escalating the call for a ceasefire, and an end to the death, destruction, and human suffering in Palestine.

UAW members across the country are prepared to do what it takes to win justice for working people across the world, and to secure a permanent ceasefire in Palestine. I am immensely proud of the actions members across Region 6 have been taking for months to fight for peace and justice in Gaza, and to demand action from their employers and elected officials alike. As Brother Shawn Fain said so well yesterday: if you can't take the outcry, stop supporting this war.

---

MAY 2, 2024

---

**SHARE THIS ENTRY**

# EXHIBIT G



[REDACTED]: [REDACTED] <[REDACTED]@[REDACTED]>  
[REDACTED]: [REDACTED], [REDACTED]  
[REDACTED]: [REDACTED], [REDACTED]  
[REDACTED]: [REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Jason Contino** <[communications@uc-uaw.org](mailto:communications@uc-uaw.org)>  
Date: Wed, May 8, 2024, 10:11 AM  
Subject: UCLA 4811 Pre-SAV Membership Rally TOMORROW at 2pm!  
To: [REDACTED] <[REDACTED]@[REDACTED]>

[View this email in your browser](#)



Dear [REDACTED],

TL;DR: Pre-Strike Authorization Vote Membership Rally tomorrow, May 9th, at 2pm in the Court of Sciences

Last Friday, our union filed [Unfair Labor Practice](#) charges over UC's unlawful actions towards peaceful protestors over the last 2 weeks. UAW 4811 members will take a strike authorization vote from May 13-15 to authorize the UAW 4811 Executive Board to call for a strike if circumstances justify. Please sign up [here](#) to help turn out your coworkers to vote!

Join UCLA academic workers tomorrow, **May 9, at 2pm at the [Court of Sciences outside Young Hall](#)** as we rally for our Strike Authorization Vote. We will also hear from our coworkers and members of other Los Angeles unions who are organizing for a Free Palestine. Please click on the button below to RSVP!

[Click Here to RSVP!](#)

Now is the time to show the University that we have zero tolerance for violence against our coworkers, and that we are walking the line for Palestine. UC must substantively engage with the concerns raised by the leaders of the movement on our campuses—which focus on UC’s investments in companies and industries profiting off of the genocide in Gaza.

Solidarity,

Jason Contino  
ASE Head Steward, UAW 4811 Los Angeles  
Sociology

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**Our mailing address is:**

UC-UAW  
2730 Telegraph Ave Fl 1  
Berkeley, CA 94705-1131

[Add us to your address book](#)

Want to change how you receive these emails?  
You can [update your preferences](#) or [unsubscribe from this list](#).

# EXHIBIT H



Post



Doos Payer UAW2865



Totally! I'm pushing my department to vote in favor. I just have a bad taste in my mouth following the way leadership negotiated in 2022. The top demand that matters here is disinvestment. This is about Palestinians first, and our ability to work comfortably at UC second.

6:43 PM · May 12, 2024 · **81** Views

1 Like





Post



Alexander Rudenshiold



Proud to have voted YES in @uaw\_4811's SAV today. The cause of labor is international and should stand against the repression of workers everywhere, at all levels. It is only through our collective power that we can achieve liberation! UC must bargain to divest! Free Palestine!

Authorize the UAW 4811 Executive Committee to call a limited duration strike, if circumstances warrant on one or more campuses between the close of voting and June 30th, 2024. \*



**Your vote is in!**

If your coworkers or labmates haven't voted yet, please send them this link:

<https://bit.ly/sav2024>

9:58 AM · May 13, 2024 · 1,009 Views

3 Reposts 25 Likes



# EXHIBIT I

# *University of California Workers Authorize Union to Call for Strike Over Protest Crackdowns*

A union representing about 48,000 academic workers said that campus leaders mishandled pro-Palestinian demonstrations. The vote gives the union's executive board the ability to call a strike at any time.



**By Jonathan Wolfe**

Reporting from Los Angeles

Published May 15, 2024 Updated May 16, 2024, 1:20 a.m. ET

Unions are known for fighting for higher pay and workplace conditions. But academic workers in the University of California system authorized their union on Wednesday to call for a strike over something else entirely: free speech.

The union, U.A.W. 4811, represents about 48,000 graduate students and other academic workers at 10 University of California system campuses and the Lawrence Berkeley National Laboratory. Its members, incensed over the university system's handling of campus protests, pushed their union to address grievances extending beyond the bread-and-butter issues of collective bargaining to concerns over protesting and speaking out in their workplace.

The strike authorization vote, which passed with 79 percent support, comes two weeks after dozens of counterprotesters attacked a pro-Palestinian encampment at the University of California, Los Angeles, for several hours without police intervention, and without arrests. Officers in riot gear tore down the encampment the next day and arrested more than 200 people.

The vote does not guarantee a strike but rather gives the executive board of the local union, which is part of the United Auto Workers, the ability to call a strike at any time. Eight of the 10 University of California campuses still have a month of

PERB Received

05/17/24 12:17 PM

instruction left before breaking for summer.

The union said it had called the vote because the University of California unilaterally and unlawfully changed policies regarding free speech, discriminated against pro-Palestinian speech and created an unsafe work environment by allowing attacks on protesters, among other grievances.

“At the heart of this is our right to free speech and peaceful protest,” Rafael Jaime, the president of U.A.W. 4811, said in a statement after the vote. “If members of the academic community are maced and beaten down for peacefully demonstrating on this issue, our ability to speak up on all issues is threatened.”

A spokeswoman for the University of California president’s office said in a statement that a strike would set “a dangerous precedent that would introduce nonlabor issues into labor agreements.”

“To be clear, the U.C. understands and embraces its role as a forum for free speech, lawful protests and public debate,” said the spokeswoman, Heather Hansen. “However, given that role, these nonlabor-related disputes cannot prevent it from fulfilling its academic mission.”

There are still several active encampments at University of California campuses, including U.C. Merced, U.C. Santa Cruz and U.C. Davis. On Tuesday, protesters at U.C. Berkeley began dismantling their encampment after reaching an agreement with university officials.



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05/17/24 12:17 PM



Pro-Palestinian demonstrators at the University of California, Berkeley, began dismantling their encampment on Tuesday after reaching an agreement with school officials. Santiago Mejia/San Francisco Chronicle, via Associated Press

In a letter to the protesters on Tuesday, Berkeley's chancellor, Carol Christ, said that the university would begin discussions around divestment from certain companies and that she planned to publicly support "efforts to secure an immediate and permanent cease-fire" by the end of the month. But she said that divestment from companies that do business with, or in, Israel was not within her authority.

After packing up their tents, some of the Berkeley protesters traveled on Wednesday to U.C. Merced to attend a meeting held by the University of California governing board. More than 100 people signed up to give public comment, and nearly all of those who spoke about the protests criticized the handling of them by university administrations.

The strike authorization vote enables what is known as a "stand-up" strike, a tactic that was first employed by the United Auto Workers last year during its contract negotiations with General Motors, Ford Motor and Stellantis. Rather than calling

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on all members to strike at once, the move allows the local union's executive board to focus strikes on certain campuses or among certain groups of workers, to gain leverage.

Mr. Jaime, the U.A.W. 4811 president, said before the vote that the union would use the tactic to "reward campuses that make progress" and possibly call strikes at those that don't. He added that the union would announce the strikes "only at the last minute, in order to maximize chaos and confusion for the employer."

The union said on Wednesday that its executive board would announce later this week if it was calling for strikes.

Tobias Higbie, a professor of history and labor studies at U.C.L.A., said that while striking for free speech was unusual, it wasn't unheard-of. The academic workers' union is also largely made up of young people, who have been far more receptive to organized labor than young people in even the recent past, he said.

"It points to how generational change is not only impacting workplaces, but it's going to impact unions," Mr. Higbie said. "Young members are going to make more and more demands like this on their unions as we go forward over the next couple of years, and so I think it's probably a harbinger of things to come."

Jill Cowan contributed reporting.

**Jonathan Wolfe** is a senior staff editor on the newsletters team at The Times. More about Jonathan Wolfe

**EXHIBIT D**  
**TO YEUNG DECLARATION**

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5 Sacramento, CA 95814  
6 Telephone: (916) 258-8800

7 Attorneys for Charging Party  
8 THE REGENTS OF THE UNIVERSITY OF  
9 CALIFORNIA

10 STATE OF CALIFORNIA  
11 PUBLIC EMPLOYMENT RELATIONS BOARD

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

Case No. SF-CO-246-H

**DECLARATION OF DR. ALYSSON  
SATTLERLUND IN SUPPORT OF THE  
REGENTS OF THE UNIVERSITY OF  
CALIFORNIA’S REQUEST FOR  
INJUNCTIVE RELIEF**

19  
20 I, Dr. Alysson Satterlund, declare as follows:

21 1. I am Vice Chancellor of Student Affairs and Campus Life at the University of California, San Diego  
22 (“UCSD”). I have personal knowledge of the following and, if called as a witness, could and would  
23 competently testify thereto.

24 2. Since the events in Israel and Gaza on and after October 7, 2023, UCSD has experienced  
25 passionate concern regarding the war in the Middle East at its campus. UCSD supports free speech and  
26 lawful protests. At the same time, however, UCSD must ensure that all of its community members can  
27 safely continue to study, work, and exercise their rights, which is why it has in place policies that regulate  
28 the time, place, and manner for how students and other community members can protest on its campus.

1 UCSD has allowed—and continues to allow—lawful protesting activities surrounding the conflict in the  
2 Middle East. But when protests violate University or UCSD policy or threaten the safety and security of  
3 others, UCSD has taken lawful action to end impermissible and unlawful behavior.

4 3. At UCSD, protesters protesting the conflict in the Middle East set up encampments on  
5 UCSD property on or around May 1, 2024. Between May 1 and May 6, the UCSD administration had  
6 numerous meetings with protest leaders. During these meetings UCSD understood that it was meeting with  
7 students to discuss their protest positions and ways UCSD could peacefully bring the encampments to a  
8 close. UCSD had no indication the protests were connected to any labor disputes (related to UAW or  
9 otherwise), or in any way connected to the terms and conditions of employment of UAW bargaining unit  
10 members. To the contrary, the only information that UCSD had was that the protests were organized by  
11 students.

12 4. During meetings with UCSD administrators, the students confirmed that they were  
13 participating in a “Gaza Solidarity Encampment.” The demands that they made of the administration  
14 mirrored those reflected in the student organization’s Instagram post. This Instagram post is attached as  
15 **Exhibit L** to the University’s Unfair Labor Practice Charge, Charge No. Case No. SF-CO-246-H. A true  
16 and correct copy is also attached to this declaration.

17 5. Similarly, the demands posted by the UCSD campers on a large sign on the perimeter of the  
18 camp demanded only that UCSD (1) “end the silence,” (2) impose a campus-wide boycott, (3) grant  
19 “amnesty” to the campers, and (4) divest from companies that do business with Israel. Below is a picture  
20 of media reporting on the encampment which shows the sign:



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6. Student protest leaders at UCSD presented these demands to administrators working to peacefully end the encampments. UAW was not involved in presenting any of these demands to campus administrators at UCSD.

7. On May 6, 2024, after assessing the situation, UCSD determined that the encampment continued to violate UCSD policies, and posed a safety threat to community members. After providing individuals in the encampments with numerous notices that that they needed to disperse, UCSD took steps to disband the encampments.

8. Again, UCSD strongly supports the right to free expression and has supported the rights of those participating in multiple pro-Palestinian protests this academic year, including a demonstration with more than 2,000 participants on March 6, 2024. Community members at UCSD can continue to engage in lawful protest activities.

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

Executed on May 22, 2024, at San Diego, California.


  
\_\_\_\_\_  
Dr. Alysson Satterlund

# EXHIBIT L



# UC SAN DIEGO STUDENTS LAUNCH GAZA SOLIDARITY ENCAMPMENT

**JOIN THE STRUGGLE @  
LIBRARY WALK**  
9500 GILMAN DR, LA JOLLA, CA 92093

 sjp.ucsd and  
palestinianyouthmovement



sjp.ucsd JOIN US at Library Walk at  
UCSD NOW!

UCSD HAS ENTERED THE CHAT!!

UCSD students join the global wave of the student intifada, along students all over the world demanding that these institutions divest from the ongoing Zionist genocide, apartheid, and occupation against the Palestinian people.

WE NEED YOU HERE! We call on our greater San Diego community to come out and support us during our encampment. Even if it's just for a few hours JOIN US.

We will need our community every night throughout the week to hold



22,091 likes  
May 1



Log in to like or comment.



# OUR DEMANDS

## 1. BREAK THE SILENCE.

Affirm Palestinians' right to life and safety, condemn the ongoing genocide in Gaza, and call for a permanent immediate ceasefire.

## 2. AMNESTY FOR ALL.

Ensure amnesty for all those associated with the Gaza solidarity encampment at UCSD, and stop the repression of Palestinian activism on our campus.

## 3. CAMPUS-WIDE BOYCOTT.

Permanently sever all institutional ties to Israel and other entities that render our university complicit in the Gaza genocide, including research partnerships with the Israeli Defense Ministry, U.S. Dept of Defense, and private defense contractors.

## 4. DIVEST FROM DEATH.

Immediately divest all of the University of California's financial holdings from weapons manufacturers and companies that enable and profit from Israeli apartheid, occupation, and genocide.



sjp.ucsd and  
palestinianyouthmovement



sjp.ucsd JOIN US at Library Walk at  
UCSD NOW!

UCSD HAS ENTERED THE CHAT!!

UCSD students join the global wave of the student intifada, along with students all over the world demanding that these institutions divest from the ongoing Zionist genocide, apartheid, and occupation against the Palestinian people.

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We will need our community every night throughout the week to hold



22,090 likes

May 1

Log in to like or comment.



# OUR STATEMENT

Today marks **Day 207** of Israel's genocide on Gaza. Zionist forces have relentlessly attacked Gaza for 207 days on end, without pause or interruption, to fulfill the promise Israel made to the world: that it would raze Gaza to the ground, that it would slaughter Palestinians like "human animals," that it would inflict a second Nakba. **As Israel dropped 75,000 tons of explosives on Gaza and murdered 34,183+ Palestinians, the world watched in silence.**

Our struggle for Palestinian liberation continues as we now join student encampments across the world demanding that our universities **divest billions of dollars from weapons manufacturers** and companies that enable and profit from Israel's ongoing genocide, apartheid, and occupation of Palestine.

There is **no "time, place, or manner"** while Israel continues to escalate its genocidal assault on the 1.4 million Palestinians packed into Rafah and its surrounding makeshift tent cities. Now, more than ever before, we must **rise together in solidarity** to demand an end to this U.S.-backed genocide, and UCSD's complicity in human rights abuses and war crimes against the Palestinian people.



sjp.ucsd and  
palestinianyouthmovement



sjp.ucsd JOIN US at Library Walk at UCSD NOW!

UCSD HAS ENTERED THE CHAT!!

UCSD students join the global wave of the student intifada, along students all over the world demanding that these institutions divest from the ongoing Zionist genocide, apartheid, and occupation against the Palestinian people.

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We will need our community every night throughout the week to hold



22,091 likes

May 1

Log in to like or comment.



sjp.ucsd and  
palestinianyouthmovement



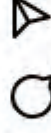
sjp.ucsd JOIN US at Library Walk at UCSD NOW!

UCSD HAS ENTERED THE CHAT!!

UCSD students join the global wave of the student intifada, along students all over the world demanding that these institutions divest from the ongoing Zionist genocide, apartheid, and occupation against the Palestinian people.

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We will need our community every night throughout the week to hold



22,091 likes  
May 1

Log in to like or comment.

**EXHIBIT E**  
**TO YEUNG DECLARATION**

1 TIMOTHY G. YEUNG (SBN 186170)  
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7 Attorneys for Charging Party  
8 THE REGENTS OF THE UNIVERSITY OF  
9 CALIFORNIA

10 STATE OF CALIFORNIA  
11 PUBLIC EMPLOYMENT RELATIONS BOARD

12 THE REGENTS OF THE UNIVERSITY OF  
13 CALIFORNIA,

14 Charging Party,

15 and

16 UNITED AUTOMOBILE WORKERS, LOCAL  
17 4811,

18 Respondent.

Case No. SF-CO-246-H

**DECLARATION OF HAL STERN IN  
SUPPORT OF THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA’S REQUEST  
FOR INJUNCTIVE RELIEF**

19  
20 I, HAL STERN, declare as follows:

21 1. I am Provost and Executive Vice Chancellor of the University of California, Irvine. I have  
22 personal knowledge of the following and, if called as a witness, could and would competently testify  
23 thereto.

24 2. Since the events in Israel and Gaza on and after October 7, 2023, UC Irvine (“UCI”) has  
25 experienced passionate concern regarding the war in the Middle East at its campus. UCI supports free  
26 speech and lawful protests. At the same time, however, UCI must ensure that all of its community members  
27 can safely continue to study, work, and exercise their rights, which is why it has in place policies that  
28 regulate the time, place, and manner for how students and other community members can protest on its

SLOAN SAKAI YEUNG & WONG LLP  
Attorneys at Law

1 campuses. UCI has allowed—and continues to allow—lawful protesting activities surrounding the conflict  
2 in the Middle East. But when protests violate University or UCI policy or threaten the safety and security  
3 of others, UCI has taken lawful action to end impermissible and unlawful behavior.

4 3. On April 29, 2024, protesters set up an encampment on UCI property related to protest  
5 activity surrounding the conflict in Gaza. Although the encampment violated UCI’s time, place, and  
6 manner policies, UCI worked very hard to negotiate with the protesters in the encampment to find a  
7 peaceful way to end the encampment. These efforts included engaging in open discussions with student  
8 leaders of the demonstration. During numerous rounds of discussions over multiple weeks, student  
9 protesters presented demands to UCI administration. Attached as **Exhibit K** to the University’s Unfair  
10 Practice Charge, Charge No. Case No. SF-CO-246-H, is a list of the demands students provided UCI  
11 administrators during negotiations. This document was provided to me in the course and scope of my  
12 position at UCI, and the demands listed are consistent with the demands the student protesters have made  
13 to UCI.

14 4. During the meetings between UCI and encampment protesters, UCI understood that it was  
15 meeting with students to discuss their protest positions and ways UCI could peacefully bring the  
16 encampment to a close. UCI had no indication the protests were connected to any labor disputes (related  
17 to UAW or otherwise), or in any way connected to the terms and conditions of employment of UAW  
18 bargaining unit members. To the contrary, the only information that UCI had was that the protests were  
19 organized by students.

20 5. UCI negotiated with encampment members for two weeks, during which time the  
21 encampment continued to violate University policies. Then, on May 15, 2024, encampment participants  
22 dangerously escalated the situation by attempting to move and reestablish the encampment in a way that  
23 would block access to an important science lecture hall. UCI determined that this new effort increased the  
24 safety threat to community members and posed a serious threat to the rights of students and faculty. After  
25 providing individuals in the encampment with notice that they needed to disperse, UCI took steps to  
26 disband the encampment. UCI made decisions regarding the encampment based on their understanding of  
27 applicable policies and to protect the welfare and rights of students and the broader community.

28 6. To be clear, community members at UCI can continue to engage in lawful protest activities.

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

Executed on May 22, 2024, at Irvine, California.

DocuSigned by:  
*Hal Stern*  
22E1112F7E8A469...  
HAL STERN

SLOAN SAKAI YEUNG & WONG LLP  
Attorneys at Law

# EXHIBIT K



## DRAFT AGREEMENT

The University of California, Irvine and UC Intifada Liberated Zone with the UCI Divest Coalition agree that the solidarity encampment on campus has ended. All students and community members will peacefully remove tents, personal material, and barriers by May 3rd, 2024 by 5:00PM. While the UC Intifada Liberated Zone cannot speak for every community member of the University of California, Irvine, UCI Gaza Solidarity has agreed it will not resume any encampment activity, nor will any leaders of the Solidarity group participate in any conduct related to any encampment activity or any unauthorized protest activity this academic year, including during Commencement.

Provided the above conditions are met and continue to be met,

The University of California, Irvine commits carrying out the following demands immediately:

### 1. DIVEST

**Withdraw all UCI Foundation funds from companies and institutions that are complicit in the Israeli occupation, apartheid, and genocide of the Palestinian people. This includes, but is not limited to:**

- End the UCI Boeing Scholarship Program, Boeing in particular provides over \$500,000 in annual grants just to the School of Business at UCI.
- End the UCI Health's participation in the Boeing Health Plan, UCI guarantees health insurance to all Boeing employees and dependents residing in Orange County and Long Beach.
- End STEM research collaborations with weapons investors and manufacturers, such as projects like construction of a new military jet for the US Air Force, being designed and tested by a professor at UCI that has long ties with Boeing.

### 2. DISCLOSE

1. Provide full transparency to all UCI Foundation assets including investments, donations, and grants.
2. Immediately disclose information about how our campus has spent the millions of dollars allocated to address Islamophobia & anti-semitism on all campuses by the UC President in November, 2023.
3. Immediate fiscal transparency (esp, the usage of the funds) with regards to all schools and school personnels receiving funding from the Israel Institute, ADL, etc., for example:

### 3. DELINK

**End all UCI Israeli programs and all collaborations with Israeli organizations and individuals. This includes, but is not limited to:**

1. Immediately end funding for UCI's "Confronting Extremism Program," which has platformed racist, Islamophobic, and hateful speakers as well as heightened surveillance of students and the surrounding community. This program shamelessly regurgitates the US's Countering Violent Extremism program, which helped inaugurate our present global regimes of anti-black Islamophobic surveillance, spying, data gathering, facial recognition, torture and unfettered US invasion into the global south in the name of "countering terrorism."
2. Immediately end the Fundraising Campaign Boundaryless Initiative: Israel Studies.
3. Immediately terminate all ADL Partnerships.
4. Immediately dismantle the Confronting Antisemitism Undergraduate Fellows Program of UCI's Center for Jewish Studies. This program fuels and indoctrinates students into the violent myth that anti-Zionism is antisemitism. This is one part of UCI's multipronged methods of violently suppressing students mobilizing for Palestinian liberation, including anti-Zionist Jewish students.
5. Immediately dismantle the Law School's Public Interest Partnership with the ADL.
6. Immediately dismantle and end funding for the Tel Aviv Exchange Program.
7. Immediately dismantle and end funding for the UCI & Israeli Initiative in the Samueli School of Engineering.
8. Israel Institute visiting professor positions (Political Science).

9. The presence of predatory weapons and Zionists companies such as Boeing, Raytheon, Lockheed Martin at career fairs and other pipeline programming.
10. Immediately sever all UCI connections to Israeli universities, including study abroad programs, fellowships, seminars, research partnerships, and UCLA's Nazarian Center.

#### 4. REINVESTMENT

Extending our demand that UCI **divest** from all companies and institutions that are complicit in the Israeli occupation and genocide of Palestinian people, we demand that it invest in:

1. Palestine Studies Program
2. Immediate financial subsidies for Palestinian students:
  1. Mental health services
  2. Safe spaces on campus
3. Invest more in programs that support students on campus who are food insecure, in a financial and housing crisis, parents who cannot afford daycare for their children, and emergency funds for students to access.

#### 5. AMNESTY

1. The University commits that no student, faculty or community member who has engaged in the encampment will face student conduct, academic personnel or criminal charges for their involvement in the encampment.
2. Provide amnesty for all student protestors and an end to student repression. We demand that the university revoke all current and future suspensions and other academic disciplinary actions against student protestors and organizations, and commit to the protection of students that engage in student activism in support of Palestine.
3. Officially apologize to and compensate all involved in the Irvine 11 case.
4. Cancel the counterinsurgent policy "Time. Place Manner".

#### 6. ABOLISH POLICING

1. Demilitarize UCIPD: stop normalizing military weapons on campus (e.g. AB481).
2. Defund the UCIPD.

3. Delink various campus departments with the UCIPD.

## 7. CORRECT THE NARRATIVE

1. Retract the language of "anti-semitic forms of anti-Zionism" (Chancellor Gillman tries to restore "anti-semitic forms of anti-Zionism" after the Regents avoid using it in their 2016 "Statement of Principles Against Intolerance.")
2. Hold ██████████ Accountable for his harm done to students.
3. Call for an immediate and permanent ceasefire and end to the occupation and genocide in Palestine.

Upon mutual agreement to these terms the University of California, Irvine will issue a campus message and media statement from the Chancellor at or around 3:00 p.m. on May 3rd, 2024.

Following this message, UCI Gaza Solidarity commits to peacefully ending the encampment by May 5th, 2024, 5:00PM.

*Signatures to be added and watermark removed upon tentative agreement.*

*V1.0 May 1, 2024 09:00am*

**EXHIBIT F**  
**TO YEUNG DECLARATION**

1 TIMOTHY G. YEUNG (SBN 186170)  
tyeung@sloansakai.com  
2 SLOAN SAKAI YEUNG & WONG LLP  
3 555 Capitol Mall, Suite 600  
Sacramento, CA 95814  
4 Telephone: (916) 258-8800

5 Attorneys for Charging Party  
6 THE REGENTS OF THE UNIVERSITY OF  
7 CALIFORNIA

8  
9 STATE OF CALIFORNIA  
10 PUBLIC EMPLOYMENT RELATIONS BOARD  
11

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

Case No. SF-CO-246-H

**DECLARATION OF DARNELL HUNT IN  
SUPPORT OF THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA’S REQUEST  
FOR INJUNCTIVE RELIEF**

19  
20 I, DARNELL HUNT, declare as follows:

21 1. I am the Executive Vice Chancellor and Provost of the University of California, Los  
22 Angeles (“UCLA”). I have personal knowledge of the following and, if called as a witness, could and  
23 would competently testify thereto.

24 2. Since the events in Israel and Gaza on and after October 7, 2023, UCLA has experienced  
25 passionate concern regarding the conflict in the Middle East at its campus. UCLA supports free speech and  
26 lawful protests. At the same time, UCLA must ensure that all of its community members can safely  
27 continue to study, work, and exercise their rights, which is why it has in place policies that regulate the  
28 time, place, and manner for how students and other community members can protest on its campus. UCLA

1 has allowed—and continues to allow—lawful protesting activities surrounding the conflict in the Middle  
2 East. But when protests violate University or UCLA policy or threaten the safety and security of others,  
3 UCLA has taken lawful action to end impermissible and unlawful behavior.

4 3. At UCLA, student protesters set up an encampment on campus on or around April 25, 2024.  
5 The protesters indicated that the encampment related to protest activities surrounding conditions in Gaza.  
6 I reached out to student leaders on April 28, 2024, to request a meeting to explore constructive ways to end  
7 the encampment. UAW was not a part of these communications and as far as I knew, UAW had no  
8 involvement in the protest encampment.

9 4. During these discussions, the protesters’ demands remained the same and are reflected in  
10 the following image:



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17 This screenshot was provided to me in the course and scope of my work for UCLA and the demands  
18 listed are consistent with the demands the student protesters have made to UCLA.

19 5. On April 30, 2024, I was informed that a group of instigators came to Royce Quad on the  
20 UCLA campus and forcefully attacked the encampment that had been established there. What transpired  
21 that day is currently under review. At the time the violence occurred, UCLA did not know if UAW  
22 members were involved in the clash. UCLA made decisions regarding the encampment based on the  
23 administration’s understanding of applicable policies and to protect the welfare and rights of students and  
24 the broader community.

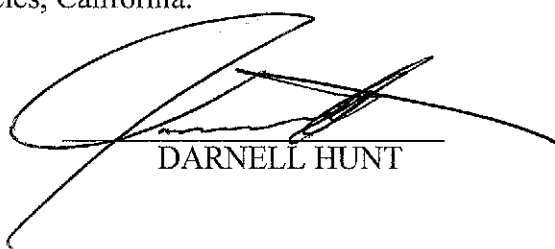
25 6. After the violence on April 30, 2024, UCLA assessed the situation at the encampment and  
26 determined that it posed a safety threat to community members. After providing individuals in the  
27 encampment with notice that they needed to disperse, UCLA took steps to disband the encampment.

28 7. Community members at UCLA can continue to engage in lawful protest activities.

1 8. I personally met with protestors at the encampment on May 1, 2024, in an effort to bring  
2 the encampment to an amicable close. Nothing conveyed to me indicated the protests were connected to  
3 any labor disputes (related to UAW or otherwise), or in any way connected to the terms and conditions of  
4 employment of UAW bargaining unit members. To the contrary, the only information I had was that the  
5 protests were organized by students.

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

8 Executed on May 22, 2024, at Los Angeles, California.

9  
10   
11 DARNELL HUNT

SLOAN SAKAI YEUNG & WONG LLP  
Attorneys at Law

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EXHIBIT G  
TO YEUNG DECLARATION  
(Reserved for Future Use)

EXHIBIT H  
TO YEUNG DECLARATION

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.

24  
25  DocuSigned by:  
Melissa Matella  
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EXHIBIT I  
TO YEUNG DECLARATION

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 J  
TO YEUNG DECLARATION



SLOAN SAKAI YEUNG & WONG LLP  
Attorneys at Law

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

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

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

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

18 11. The School of Social Sciences provides some additional examples of how a UAW strike  
19 will disrupt the education of thousands of undergraduates. This school has 21 classes in Spring Quarter  
20 2024 taught by UAW members. 1,336 students are currently enrolled in these courses taught directly by  
21 UAW members. If UAW members walk off the job, these courses would end before finals, depriving these  
22 students of valuable instruction time, and prohibiting the students from completing their studies. For the  
23 same reasons outlined above, it would be impossible to find replacement teachers at this point in the  
24 semester.

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

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

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

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

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 K**  
**TO YEUNG DECLARATION**



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 L  
TO YEUNG DECLARATION

SLOAN SAKAI YEUNG & WONG LLP  
Attorneys at Law

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

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  
the situation as soon as possible.

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

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

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

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

14 DocuSigned by:  
*Lori G. Kletzer*  
15 \_\_\_\_\_  
40BBFB2C73F487  
16 Lori G. Kletzer

SLOAN SAKAI YEUNG & WONG LLP  
Attorneys at Law

EXHIBIT M  
TO YEUNG DECLARATION



SLOAN SAKAI YEUNG & WONG LLP  
Attorneys at Law

1 **DECLARATION OF DAVID MARSHALL**

2 I, David Marshall, declare as follows:

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

7 **UAW Workers Impact on Academics At UCSB**

8 2. At UCSB, UAW members teach classes and discussion sections, advise undergraduates in  
9 discussion groups and laboratory settings, tutor students, administer exams, grade papers, conduct  
10 extramurally sponsored research, and supervise undergraduate research, among other tasks. During the  
11 2024 spring quarter, UCSB employs approximately 2,420 academic student employees, postdoctoral  
12 scholars, and non-student academic researchers. These UAW members are highly involved in nearly every  
13 aspect of the University, and provide crucial support to undergraduate students as they prepare for finals  
14 and the conclusion of their degrees at UCSB.

15 3. For example, approximately 1,200 Teaching Assistants oversee over 2,220 classes,  
16 seminars, discussion sections, and laboratory sections. These classes, seminars, discussion sections, and  
17 laboratory sections have a total enrollment of almost 50,000 students.

18 4. When UAW members strike, they 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 specialized skills they bring to their work makes  
21 finding substitute instructors impossible. Should this strike occur, tens of thousands of undergraduate  
22 students will see crucial lectures, seminars, discussion groups, and labs canceled. Further, these courses  
23 will never be made up. UCSB’s spring quarter ends on June 14. The strike will thus deprive a significant  
24 number of students of instruction, grades, and the culmination of an entire quarter’s worth of effort and  
25 work.

26 5. A deeper look at the courses UAW members teach is important. At UCSB, UAW members  
27 are the sole instructor for courses for approximately 9,700 undergraduate students. In these courses, UAW  
28 members have no supervising faculty member. If UAW members walk off the job, the nearly 10,000

1 students in these classes would be left without an instructor to complete the instruction and complete the  
2 grading. Students would, thus, be unable to access key instructors as they prepare for finals and work to  
3 complete final projects. Further, classes, exams, and projects would be canceled, depriving students of  
4 opportunities to complete their work and get a fair grade for all of their assignments, especially in those  
5 capstone classes which depend on the evaluation of final presentations. This would be particularly harmful  
6 to students who have worked the hardest to overcome a poor start to the course. They would be deprived  
7 of the fruits of their efforts.

8 6. Nor can UCSB replace these workers. Even if every professor at UCSB were willing to step  
9 in and help (many will not be, some because they are joining the strike as “sympathy strikers”), faculty  
10 members are specialists. A History Department medievalist cannot step in and complete a course and  
11 grading in 21<sup>st</sup> century labor history course.

12 7. Further, UCSB cannot just reschedule classes for after UAW members return to work. The  
13 academic year ends on June 14, at which point many undergraduate students are expecting to graduate,  
14 while others will return home. The UAW members will not be able to go back to work after their  
15 appointments have ended, and there is no way to make up the lost work. The weeks in an academic quarter  
16 are not interchangeable in the way the weeks at other employers might be. If UAW workers walk off the  
17 job, the end of the quarter and the academic year are ruined in irreparable ways. There can be no resumption  
18 of work and no turning back the clock for students and faculty once the quarter and year care over.

19 8. UCSB’s Chemistry Department provides additional examples of how the harm of the strike  
20 will be felt by undergraduates across UCSB’s campus. 2000 students take the department’s introductory  
21 chemistry lab series each quarter, divided over 110 sections. Each section is run by a UAW Teaching  
22 Assistant. Without the UAW member, the lab section would be canceled for safety reasons, as students  
23 cannot run experiments using dangerous chemicals and delicate equipment without appropriate  
24 supervision. There is no way that UCSB can provide replacements for these Teaching Assistants because  
25 they represent such a large number of employees with specialized skills. The students in these courses  
26 would, thus, be deprived of their final in-person labs of the quarter, which they have paid for, and which  
27 is important to their development as students in the chemistry program.

28 9. Other departments across UCSB would experience similar consequences. UCSB’s Physics

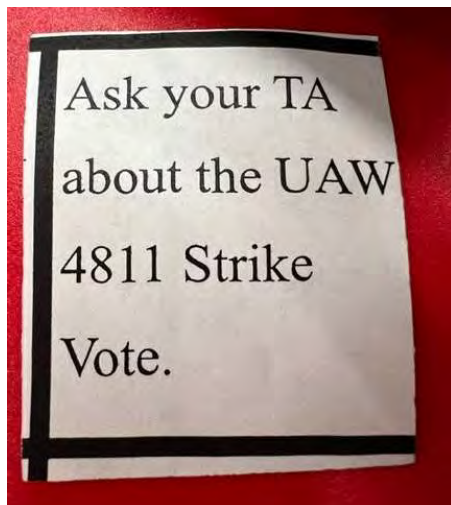
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Attorneys at Law

1 Department, for instance, relies on UAW members to conduct similar labs for many of the 3,500 students  
2 enrolled in physics courses. These labs would be canceled for safety and supervision reasons, which would  
3 adversely impact the students' learning, complicate the course assessments, and make it difficult to carry  
4 out equitable assessments of student work.

5 **UAW's Conduct Has Already Caused Harm**

6 10. To my knowledge, although UAW has not officially called a strike at UCSB, some  
7 undergraduates are already experiencing the strike's consequences. Some UAW members have already  
8 informed their students that they will not be submitting final grades for their classes due to UAW's strike.  
9 This will have significant effects on undergraduate students. As undergraduates have explained to UCSB  
10 administration, some graduating seniors need to pass a particular course in order to graduate. Further,  
11 students GPAs can be on the cusp of graduating with an award of honors. Without the grades from a UAW  
12 member taught courses, this honor might be delayed past the students' graduation date (or not received at  
13 all).

14 11. UAW's strike has disrupted students' learning in other ways as well. During the week of  
15 May 13 to 17 for example, UCSB received multiple reports of groups of masked individuals entering  
16 UCSB's classrooms in the middle of instruction without authorization, using sirens and bull horns, and  
17 throwing leaflets regarding the UAW strike vote at students. A true and correct copy of some of the UAW  
18 leaflets left thrown in these courses are below:



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1 Multiple undergraduates reached out to UCSB officials to explain that the invasion of the classroom made  
2 the students feel unsafe coming to lectures, and targeted because they did not agree with the UAW members  
3 who took over the class.

4 **Impact on University Research**

5 12. UCSB has approximately 691 UAW members who are Graduate Student Researchers  
6 (GSRs). These UAW members support the research of faculty and other Principal Investigators, and assist  
7 in the process to secure research funding. Because extramural funding agencies do not grant deadline  
8 extensions due to a strike, during the 2022 strike many grant applications and renewals had to be pulled  
9 together without sufficient assistance, and were therefore not as competitive. We are aware of several  
10 grants that were denied renewal as a result, and while the impact on first-time grant applications is  
11 impossible to know, we believe a number of those that were denied might otherwise have received funding.

12 **Other Irreparable Harm**

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

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

18 Executed May, 29<sup>th</sup>, 2024, in Santa Barbara, California.

DocuSigned by:  
*David Marshall*  
AFB5B683F3A4C5  
David Marshall

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EXHIBIT N  
TO YEUNG DECLARATION

1 **DECLARATION OF DARNELL HUNT**

2 I, Darnell Hunt, declare as follows:

3 1. I am Executive Vice Chancellor and Provost of the University of California, Los Angeles  
4 (“UCLA”). Except for those facts stated on information and belief, based on information provided to me  
5 by personnel in my organization, I have personal knowledge of the following facts, and if called as a  
6 witness, could and would competently testify to them. As for those matters stated on information and belief,  
7 I believe them to be true, and could and would testify to them.

8 **UAW Workers at UCLA**

9 2. At UCLA, UAW members teach classes and discussion sections, advise undergraduates in  
10 discussion groups and laboratory settings, tutor students, administer exams, grade papers, conduct  
11 extramurally sponsored research, and supervise undergraduate research, among other tasks. At UCLA there  
12 are approximately 4,900 academic student employees, postdoctoral scholars, and non-student academic  
13 researchers during the 2024 spring quarter. These UAW members are highly involved in nearly every  
14 aspect of the University, and provide crucial support to undergraduate students as they prepare for finals  
15 and the conclusion of their degrees at UCLA.

16 3. For example, approximately 2,100 Teaching Assistants oversee roughly 3,760 classes,  
17 seminars, discussion sections, and laboratory sections. These classes, seminars, discussion sections, and  
18 laboratory sections have include tens of thousands of students.

19 **Impact of Strike On UCLA Students**

20 4. When UAW members strike, they will end the vast majority of the classes, seminars,  
21 discussions sections, and laboratory sections UAW members oversee. The sheer number of academic  
22 student employees—and volume of courses that they teach—makes finding substitute instructors  
23 impossible. During the strike, tens of thousands of undergraduate students will see crucial lectures,  
24 seminars, discussion groups, and labs canceled. Further, these courses will never be made up. UCLA’s  
25 spring quarter ends on June 14. The strike will thus deprive a significant number of students of instruction,  
26 grades, and the culmination of an entire quarter’s worth of effort and work.

27 5. One example shared with me by colleagues of how this harm will be felt by undergraduates  
28 across UCLA’s campus is in the General Education Cluster Program, which is one of UCLA’s signature

1 programs for first-year students. In it, approximately 1700 students participate in a year-long cohorted  
2 learning experience, that culminates now, in a spring quarter 20-student seminar in which students take a  
3 deep dive into projects and research. Ninety-four Teaching Assistants (who are UAW members) lead  
4 spring seminars, which are currently in session. UAW's strike will cause instruction to grind to a halt for  
5 this large fraction of UCLA undergraduates.

6 a. For the 1700 first-year students in the Cluster Program, no one can step in to take  
7 over teaching these seminars from the UAW TAs. Each of the 11 Cluster courses has 6-13 spring  
8 seminars that meet weekly for a 3-hour section. It would be impossible for the Instructor of Record  
9 – referred to as the Faculty Coordinator – to cover the seminars given the length of time for each  
10 of the seminar sections, many of which meet at the same time. In addition, each seminar's syllabus  
11 and assignments have been designed by the TA teaching the seminar on a niche topic related to the  
12 overall Cluster course topic and their own area of expertise, which cannot be covered by another  
13 instructor.

14 b. If UAW members continue to strike, most if not all of these seminars will be lost.  
15 The Spring term ends on June 14, and UAW has authorized its strike through at least June 30. The  
16 strike will thus deprive the first-year students the culmination of a year's worth of work. The  
17 Clusters are only offered to first-year students, so the work cannot be made up next year when they  
18 become second-year students. Furthermore, the teaching teams change from year to year, so the  
19 students are not likely to have the same TAs next year, and therefore the seminars will be different  
20 and are non-repeatable.

21 c. In addition, completion of the Spring seminar is required in order for students to  
22 satisfy the Writing II requirement, which they have been working towards throughout the year. The  
23 continued strike would mean that the majority of the 1,700 first-year students will not be receiving  
24 feedback on drafts or turning in a final project for their TA-led Spring Cluster seminar. These  
25 writing-intensive seminars carry a high workload: TAs have only 20 students per section as  
26 opposed to the typical 40+ because of the effort and time necessary to provide feedback and grading  
27 student writing. Coordinators would not be able review 6-13 sections' worth of student projects  
28 and papers, which total 120-260 students per Cluster, because of the time and expertise required.

1           6.       Other colleagues have informed me that the 195CE internship course provides another good  
2 example of the impact this strike could have on students. The 195CE internship Course program was  
3 created by the UCLA Academic Senate to provide undergraduates seeking academic credit for internships  
4 access to 195 contract courses while simultaneously mitigating the heavy impact to faculty time for such  
5 instruction.

6           a.       The Center for Community Engagement (“CCE”) was authorized to coordinate this  
7 program, which entails working with faculty members who serve as instructors of record from  
8 numerous academic departments and supervising Teaching Assistants hired to serve as graduate  
9 student instructors. The faculty, as instructors of record, are responsible for approving the syllabus  
10 at the beginning of the quarter and approving grades at the end of the quarter. CCE supervises the  
11 Teaching Assistants throughout the quarter through a regular schedule of meetings and professional  
12 development.

13           b.       The Teaching Assistants meet with the undergraduate students in one-on-one 30-  
14 minute instructional meetings five times over the quarter. They review and provide feedback on  
15 student work and grade the final required research paper. The Teaching Assistants manage these  
16 courses with little to no involvement from the faculty of record. Faculty members, as instructors  
17 of record, have the responsibility to submit grades at the end of the quarter; however, individual  
18 faculty members do not generally have the capacity to meet with these 195CE students during the  
19 strike and provide feedback to students on their draft research papers.

20           c.       In the current quarter, 233 undergraduates are enrolled in thirteen 195CE courses  
21 taught by eleven UAW members. During a strike, students will miss 20% of the quarter’s  
22 instructional interaction with their graduate instructor and not receive critical formative feedback  
23 on their research paper. If the strike continues, the students will be deprived of instruction at the  
24 time when they are culminating their major project for the course. The Teaching Assistants’  
25 absence at the end of the quarter in the 195CE courses deprives undergraduates of instructional  
26 time and creates a burden on faculty which they can meet only by limiting their attention to a  
27 streamlined review of final papers. There is no option to reschedule these courses for a later quarter,  
28 as the students must complete the internship course while they are concurrently doing their



1 internship.

2 d. There is further impact on the 195CE program should the UAW strike continue  
3 through June 30, which overlaps with the intake period and first week of instruction for Summer  
4 Session A. UCLA is scheduled to offer ten 195CE courses this summer and is expecting an  
5 enrollment of up to 300 students. These will be UCLA undergraduate students who are individually  
6 pursuing internships in various fields and also students participating in the UCLA summer Global  
7 Internships Program, which places groups of UCLA students in various international locations in  
8 internships appropriate to their field of study. The campus has no way to replace the graduate  
9 student instructors (UAW members) scheduled to teach these 195CE courses, and as noted above,  
10 there are too many students for the faculty instructors of record to absorb as part of their summer  
11 plans. The best-case scenario would be a late start to the Summer Session A instruction: if the UAW  
12 ceases the strike, the graduate student instructors would be able to start their instruction in Week 2.  
13 The worst-case scenario is that all 195CE instruction this summer will need to be canceled due to  
14 the uncertainty of the strike through June 30 and the unavailability of instructors. This would  
15 negatively impact students seeking academic credit for their internship experience through their  
16 enrollment in the 195CE course. It would also jeopardize the viability of this summer's Global  
17 Internship Program, through which students are planning to travel abroad for their internship  
18 experience while being enrolled in the 195CE course. Again, there is no option to reschedule these  
19 courses for a later quarter, as the students must complete the internship course while they are  
20 concurrently doing their internship.

21 7. Other courses—including those outlined above—have numerous UAW members acting as  
22 Teaching Assistants teaching sections of the course. Indeed, as noted above, over 2,100 UAW members  
23 teach approximately 3,760 classes with 110,000 students enrolled. Non-striking faculty member cannot  
24 physically cover all of the sections of these courses, making replacement impossible. The strike, therefore,  
25 would again prohibit the students from completing these courses.

26 8. Further, I have been informed by UCLA's Registrar's Office that June 24, 2024 is the  
27 deadline to submit course grades for the Spring 2024 quarter, to allow Spring 2024 degrees to be awarded  
28 and recorded on official transcripts for degree conferral. The Registrar's Office informs me that delay in

1 grade submissions would be detrimental to students in several ways:

2 a. Un-submitted grades will be recorded as “not reported” or “NR”, which have no  
3 value for grade point average (“GPA”) calculations. Such missing final grades will impact students’  
4 Spring 2024 GPA as well as their cumulative GPA.

5 b. Delays in grade submission will also delay the degree requirement verification  
6 process, which will in turn delay degree conferral for those scheduled to graduate this quarter.

7 c. Delays in receiving final course grades for Spring 2024 may also affect students’  
8 ability to receive financial aid for the Summer, for aid that requires satisfactory academic progress.

9 9. Colleagues have informed me that similar harm to student progress occurred during UAW’s  
10 strike in Fall 2022.

11 a. Grades were delayed, in some cases for several months, which resulted in delays in  
12 the issuance of degrees for graduating seniors.

13 b. Students’ ability to enroll in additional classes for the following quarter was delayed  
14 because many did not have the requisite number of units of coursework graded by the beginning of  
15 the following quarter, as required for enrollment.

16 c. Last-minute cancelation of midterms and other assignments resulted in greater  
17 weight placed on final exams, and students lost the opportunity to receive feedback to obtain better  
18 grades in final exams.

19 10. Already, student-facing offices on campus have received reports of distress from  
20 undergraduate students concerning the abrupt changes in their academic progress caused by UAW’s  
21 threatened strike and strike. Details of such reports cannot be shared in order to protect the students from  
22 being identified and/or from retaliation. But generally, students have reportedly been informed by striking  
23 TAs that their assignments will not be graded until after the Spring quarter ends, which has led to distress  
24 for students in need of TA support and feedback in order to raise their final grades in their classes. Other  
25 students have reported distress associated with the impact of the strike on Cluster courses, the sudden  
26 changes to assignments and grading at this late time in the quarter, and the possibility that they will fail or  
27 need to repeat courses as a result of these sudden changes in instructors and method of instruction.  
28

1 **Impact on University Research**

2 11. According to UCLA’s Office of Contract and Grant Administration, UCLA has over 2,000  
3 UAW-affiliated Graduate Student Researchers (GSRs). These UAW members support the research of  
4 faculty and other Principal Investigators. Lack of GSR support will stop their ongoing work and delay  
5 new work they have been assigned to perform. Experiments that have to be monitored over time may  
6 become useless and have to be repeated, causing a loss of time and materials. These losses would delay  
7 ongoing projects and jeopardize future funding. June 1st and July 1st are the main proposal deadlines of  
8 the year. The absence of GSRs supporting proposal writing or rushing to generate preliminary data to  
9 include in the proposal could jeopardize the planned proposal submission date, setting the work back  
10 several months until the next proposal submission date.

11 12. The UAW appears to recognize that their actions will cause severe irreparable harm to the  
12 University. In FAQs it released justifying its strike, it explained depriving the University of Union  
13 members’ labor would cause the University to “cease to function.”

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

16 Executed May 29, 2024, in Los Angeles, California.

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21 Darnell Hunt

**EXHIBIT O**  
**TO YEUNG DECLARATION**

1 **SUPPLEMENTAL 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 **UAW Occupying A Building On UCLA**

10 2. On May 23, 2024, UAW members engaged in violent unlawful strike activity. “UAW Rank  
11 and File Workers for Palestine” joined a new encampment on campus that violated the University’s time,  
12 place and manner policies. These UAWs members blocked streets, disrupted traffic, and failed to comply  
13 with several directives to disperse. **I viewed video showing that** UAW members responded by pushing  
14 law enforcement officers and at least one individual used a UAW picket sign to strike a law enforcement  
15 officer on the head. Below is a picture of the confrontation between police and UAW members:



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22 **I believe that UAW members were involved because there were numerous UAW picket signs held  
23 by the individuals involved, as can be seen in the pictures above. At no time have I been informed by  
24 UAW that any of the individuals holding UAW signs are not authorized to do so by UAW. I have  
25 never been informed by UAW that individuals holding UAW signs should be treated differently  
26 based on the colors used on their signs.**  
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Attorneys at Law

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Attorneys at Law

1           3.       **Also on May 23, 2024, there was another UAW rally at Janss steps. At some point the**  
2 **individuals at the UAW rally at Janss steps began marching towards the encampment near**  
3 **Kerckhoff Hall. I am informed and believe that an LAPD police officer contacted Rafael Jaime and**  
4 **warned him against engaging in any unlawful behavior if they were going to march to Kerckhoff**  
5 **Hall where there was already an encampment in violation of UCLA’s time, place, and manner**  
6 **restrictions. I spoke with the LAPD Officer and he confirmed that he held this conversation with**  
7 **Rafael Jaime.**

8           4.       **I witnessed the marchers from the UAW rally at Janss steps arrive at Kerckhoff Hall,**  
9 **then to Murphy Hall, and then to Dodd Hall.** Later that same day, UAW members unlawfully occupied  
10 Dodd Hall and blocked all entrances. Dodd Hall is a critical facility on campus that contains large lecture  
11 halls, departmental offices, and general-purpose classrooms. The occupation prohibited the use of the  
12 building and disrupted classes and other University operations. Below are photos taken on May 23, 2024  
13 while Dodd Hall was occupied. Note the posters in the window, which read “UAW Rank & File Workers  
14 for Palestine”:



24           5.       Eventually, May 23, 2024, at approximately 5:30 p.m., the University was able to disperse  
25 the individuals who occupied Dodd Hall, including the UAW members. Upon entering, the University  
26 learned that the individuals who occupied it had vandalized the building during the occupation.  
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1           6.       **I personally entered and toured Dodd Hall early morning on May 24, 2024.. Below are**  
2 **pictures that I personally took of the vandalism, such as writings made by permanent markers on**  
3 **the walls.**



14 **Other Labor Issues Arising From UAW’s Unlawful Strike**

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

18           8.       That same morning, UAW members commenced a protest. In so doing, they blocked the  
19 access to multiple parking garages on campus just as UCLA staff were arriving to work, in violation of the  
20 University’s Time, Place and Manner policies. Specifically, UAW blocked access, not allowing any  
21 ingress or egress, from Parking Structures 2, 4, 7, 8, and 9. **I personally witnessed the individuals holding**  
22 **blue UAW picket signs blocking access at these parking structures.** This created a very dangerous  
23 situation, with cars backing up into very busy streets. As soon as I was made aware of this, I reached out  
24 to UAW President Rafael Jaime and UAW Representatives Michael McCown and Jonathan Koch,  
25 informing them that UAW members were blocking access to parking structures, and asking them to  
26 immediately cease and desist. In total, I sent about seven emails to the UAW, notifying them that their  
27 members were purposely blocking entrances to University parking structures. I asked Kim Picon, Manager  
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Attorneys at Law

1 of Labor Relations to also call Mr. Jaime, Mr. McCown, and Mr. Koch, informing them of the same.  
2 Despite these requests, at least one structure's entrance remained blocked until 10:45 AM.

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

7 **UAW Blockage on May 31, 2024**

8 **On May 31, 2024, I personally saw UAW picketers blocking access for a UCLA Health**  
9 **delivery truck. I was there and personally witnessed this event. After identifying myself and**  
10 **providing my business card, I talked with the truck driver and his co-worker who was a passenger,**  
11 **who informed me that they had heavy equipment to deliver and it was dangerous for them not to**  
12 **access the loading dock to deliver it. I confirmed with both of them that they were UCLA Health**  
13 **employees. They told me that they wanted to make their delivery and had informed the UAW**  
14 **protesters of their desire to make the delivery. I went and talked with Ethan James Friedland. I**  
15 **identified myself and provided my business card. I knew him to be a leader among the UAW**  
16 **picketers as he would be the one to approach me in prior situations. The picketers had blue UAW**  
17 **picket signs. I asked Ethan Friedland who was the strike captain. He responded, "That is not a**  
18 **thing." I was eventually able to convince the UAW picketers to allow the UCLA Health truck to pass,**  
19 **but not before a prolonged period of time where traffic was backed up. Traffic was backed up all**  
20 **the way to Westwood Plaza, which is at one of UCLA's busiest intersections since it is between the**  
21 **Ronald Reagan Medical Center and Parking Structure 9, which is used by healthcare workers and**  
22 **patients. I personally observed a large truck and several cars go around the UCLA Health truck,**  
23 **going on the wrong side of the street, because of UAW's blockade. Below is a picture that I took of**  
24 **this event.**



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

Executed May 31, 2024, in Los Angeles, California.

DocuSigned by:  
*Anthony Solana, Jr.*  
2FACC63B316549A...  
ANTHONY SOLANA, JR.

SLOAN SAKAI YEUNG & WONG LLP  
Attorneys at Law

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**PROOF OF SERVICE**

I, the undersigned, am employed by Sloan Sakai Yeung & Wong LLP. My business address is 555 Capitol Mall, Suite 600, Sacramento, CA 95814. I am readily familiar with the business practices of this office. I am over the age of 18 and not a party to this action.

On June 4, 2024, I served the following document(s):

**DECLARATION OF TIMOTHY G. YEUNG IN SUPPORT OF *EX PARTE* APPLICATION FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION [CCP §§ 526, 527]**

by the following method(s):

<b>X</b>	<b>Electronic Mail.</b> Pursuant to Code of Civil Procedure 1010.6, codifying Emergency Rule 12 of the California Rules of Court, the above document in PDF format was transmitted to the e-mail addresses of the parties on the Service List on June 4, 2024
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**SERVICE LIST**

Margo Feinberg Amy M. Cu Daniel E. Curry Schwartz, Steinsapir, Dohrmann & Sommers, LLP 6300 Wilshire Blvd., Suite 2000 Los Angeles, CA 90048 <a href="mailto:margo@ssdslaw.com">margo@ssdslaw.com</a> <a href="mailto:amc@ssdslaw.com">amc@ssdslaw.com</a> <a href="mailto:eah@ssdslaw.com">eah@ssdslaw.com</a>  <i>Attorneys for UAW</i>	
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 4, 2024, at Sacramento, California.

By: /s/ Rochelle Redmayne  
Rochelle Redmayne