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10 THE REGENTS OF THE UNIVERSITY OF
11 CALIFORNIA

12 STATE OF CALIFORNIA
13 PUBLIC EMPLOYMENT RELATIONS BOARD

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

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

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

SLOAN SAKAI YEUNG & WONG LLP
Attorneys at Law

1 **I. INTRODUCTION**

2 On May 28, 2024, the United Auto Workers Local 4811 (“UAW”) expanded its unlawful work
3 stoppage from a single University of California Campus to three—UC Santa Cruz, UCLA, and UC Davis.
4 There are news reports that the strike could expand to three additional campuses this Friday, May 31,
5 2024.¹ This strike is unlawful and must be enjoined. As detailed in the University’s Unfair Practice Charge
6 (PERB Case No. SF-CO-246-H) and opening brief in support of Injunctive Relief, UAW’s strike is
7 unlawful; the conduct in which its members are currently engaging lacks any protection under HEERA.
8 Yet the Union’s work stoppage continues to grow, directly violating the no-strike provisions it agreed to
9 in its collective bargaining agreements (“CBAs”) with the University, and to the detriment of tens of
10 thousands of students, faculty and other campus community members.

11 In engaging in an unlawful strike UAW’s president Rafael Jaime promised to “maximize chaos
12 and confusion” for the University and its students. This seems to have come to pass. Since the Union
13 announced its unlawful strike vote, its members have forcibly occupied an academic building at UCLA
14 and damaged it with graffiti, invaded classrooms where faculty and students were trying to learn, blocked
15 roadways, and have refused to teach, conduct seminars, administer exams, among other duties that
16 students rely on to complete their course work.

17 The harm this unlawful conduct is having on the University can never be undone. At just UC
18 Santa Cruz, UCLA and UC Davis, over 9,000 UAW members teach over 5,130 of undergraduate classes,
19 seminars, discussion sections, and laboratory sections. These classes have literally hundreds of thousands
20 of students enrolled in them—students who have paid tuition for a full quarter’s worth of instruction, and
21 in many cases whose grades and academic futures rely on the completing their courses.² Allowing the
22 strike to continue deprives students of access to key instructors as they prepare for finals and work to
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25 ¹ <https://www.latimes.com/california/story/2024-05-28/ucla-uc-davis-brace-for-strike-as-union-alleges-free-speech-violations-in-pro-palestinian-protests>

26 ² This raises an additional harm UAW’s actions threatens against the University. After a prior UAW
27 wildcat strike at UC Santa Cruz, students filed a class action lawsuit seeking reimbursement canceled
28 classes. The University has settled the matter, but UAW’s conduct raises the risk of further action in light
of the newly canceled classes UAW’s conduct is causing. (*See Chandler v. Regents*, Case No. 30-2020-
01169261, Orange County Superior Court.)

1 complete final projects. This instructional time can never be made up, nor can the impact of lost projects,
2 and exams.

3 Further, the students being affected by UAW’s unlawful strike have already endured UAW’s
4 wildcat strike at UC Santa Cruz in 2020 that only ended due to the COVID-19 pandemic, the COVID-19
5 pandemic (and its disruption to education opportunities), and UAW’s 2022-2023 strike.

6 To be clear, UAW protestors at UC locations are focused on political demands – chanting “Free
7 Palestine” and aligning with groups protesting the dispute in the Middle East across the system. UAW’s
8 public demands are similarly focused on non-employment related issues, such as asking for amnesty (i.e.,
9 an exception to the University’s student conduct policies) for its members. This is true even though at this
10 point, no employment discipline has been issued nor have notices of potential employment discipline been
11 issued to any UAW-represented employees.³

12 UAW members can continue to protest. Groups such as Students for Justice in Palestine remain
13 active on many campuses, organizing protests, encampments, and even engaging in acts of civil
14 disobedience. HEERA, however, does not protect these UAW members’ decision to withhold their labor
15 to pressure the University to agree to these protester’s demands. If UAW members believe the University
16 has somehow violated the terms of the CBAs or HEERA, they have clear methods for litigating (and
17 resolving) their disputes: arbitration and PERB; not by striking. The harm UAW is imposing on students,
18 faculty, and the University community—not to mention the bargaining relationship with the University—
19 must end. An injunction is just and proper and PERB must pursue it.

20 **II. RENEWED REQUEST FOR INJUNCTIVE RELIEF**

21 Pursuant to Section 3563, subdivision (i) of the California Government Code, and Article 5, Section
22 32450, *et seq.*, of the Regulations of the Public Employment Relations Board, the University of California
23 hereby renews its request that PERB seek a court order enjoining UAW Local 4811, and all the bargaining
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25 _____
26 ³ To the extent UAW-represented employees are subject to potential consequences for associated actions
27 taken over the last several weeks, it is in the form of student conduct charges for their underlying student
28 status at the University for the Academic Student Employees and Graduate Student Researchers in the
PX/BR units or arrests made by the police, generally made after protestors were given time to leave the
encampments if they did not want to be arrested. Postdoctoral Scholars and Academic Researchers in the
PX and RA units do not have an underlying student status.

1 unit members represented by UAW Local 4811, from engaging in any strike activity in violation of the
2 parties' CBAs.

3 In its preliminary denial of the University's request for injunctive relief on May 23, 2024, PERB
4 stated that it would "leave open UC's request in the event it learns of evidence or facts to support a finding
5 that injunctive relief is just and proper." The University has since gathered more than enough evidence to
6 meet the "just and proper" standard under *Public Employment Relations Board v. Modesto City Schools*
7 *District* (1982) 136 Cal.App.3d 881.

8 Accordingly, for all these reasons the University urges PERB to grant this request for injunctive
9 relief as soon as possible.

10 **III. INJUNCTIVE RELIEF IS NECESSARY AND PROPER**

11 **A. LEGAL STANDARD FOR INJUNCTIVE RELIEF**

12 A superior court must grant PERB's request for injunctive relief when two elements are shown: (1)
13 the Board has "reasonable cause" to believe an unfair practice has been committed; and (2) the injunctive
14 relief requested is "just and proper." (*Public Employment Relations Board v. Modesto City School District*
15 (1982) 136 Cal.App.3d 881, 886 ("Modesto"); *Fremont Unified School District* (1990) PERB Order No.
16 IR-54.) Both of these elements are satisfied in this case. Therefore, injunctive relief is not only proper, but
17 urgently necessary.

18 **B. PERB HAS ALREADY DETERMINED THAT REASONABLE CAUSE EXISTS
19 TO BELIEVE AN UNFAIR PRACTICE HAS BEEN COMMITTED**

20 On May 23, 2024, the Office of the General Counsel issued a Complaint on the University's unfair
21 practice charge in PERB Case No. SF-CO-246-H. Accordingly, this element of the standard in *Modesto*
22 has been met.

23 **C. INJUNCTIVE RELIEF IS "JUST AND PROPER"**

24 **1. Modesto Does Not Require Actual Harm to Occur Before Granting Injunctive
25 Relief.**

26 Injunctive relief is just and proper where any one of three conditions are met: either (1) there is a
27 probability that the purposes of the HEERA will be frustrated unless temporary relief is granted; (2) the
28 circumstances of the case create a reasonable apprehension that the efficacy of the Board's final order may
be nullified; or (3) the administrative procedures will be rendered meaningless if injunctive relief is not

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1 granted. (*Public Employment Relations Bd. v. Modesto City School Dist.* (1982) 136 Cal.App.3d 881,
2 902(“*Modesto*”); *see also City of Fremont* (2013) PERB Decision No. IR-57, at p. 24.) PERB decisions
3 have often described this standard as one of “irreparable harm.” (*See Regents of the University of California*
4 (2019) PERB Order No. IR-62-H, at p. 6.) However, the court decisions describing the “just and proper”
5 standard focus more than on “irreparable harm” as that standard has been commonly applied.

6 For example, the court in *Modesto* cited to the following sections of the court’s decision in
7 *Agricultural Labor Relations Board v. Ruline Nursery Co.* (1981) 115 Cal.App.3d 1005, 1015:

8 “This standard has often been described: ‘[Where] there exists a probability that the
9 purposes of the Act will be frustrated unless temporary relief is granted ... [or] the
10 circumstances of a case create a reasonable apprehension that the efficacy of the Board's
11 final order may be nullified, or the administrative procedures will be rendered meaningless,
12 [the just and proper standard is met] Preservation and restoration of the status quo are
then appropriate considerations in granting temporary relief pending determination of the
issues by the Board. [Citations.]’ (*Angle v. Sacks, supra*, 382 F.2d 655, 660; *see also Boire*
v. Pilot Freight Carriers, Inc., supra, 515 F.2d 1185.)

13 The court in *Modesto* emphasized that it may consider *any fact* pertinent to the issue of whether injunctive
14 relief is “just and proper.” (*Modesto*, at p. 903.) For example,

15 “ ‘The court may properly consider any fact relevant to the question whether the requested
16 relief is just and proper, including the nature of the alleged unfair labor practice (i.e.,
17 whether it is violent, coercive, etc., and whether it is ongoing or consisted of a single act),
its probable effect in relation to the status quo and the statutory objectives, the nature of the
18 relief sought, the timing of the request, the circumstances of the parties, and the probable
effects upon them of the order requested. [Citations omitted.]’ ” (*Ibid.* citing to *Agricultural*
Labor Relations Board v. California Coastal Farms, Inc. (1982) 31 Cal.3d 469, 479.)

19 Overall, the *Modesto* court summarized the standard as follows:

20 Although injunctive relief is an extraordinary remedy, it may be used whenever either an
21 employer or a union has committed unfair labor practices which, under the circumstances,
22 would render any final order of PERB meaningless. (*Ibid.*)

23 Further, courts have made clear that they do not have to wait until actual harm results before there
24 can be a finding of irreparable harm for purposes of an injunction. (*County Sanitation Dist. No. 2 v. Los*
25 *Angeles County Employees Ass’n* (1985) 38 Cal.3d 564 (“*County Sanitation*”).) Although many of these
26 cases involve public health and safety, the same logic applies here. The University seeks an injunction to
27 protect the rights of third-party students, faculty and other community members while PERB determines
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1 the merits of the University (and Union’s) charges. While the University is not seeking an injunction under
2 *County Sanitation*, the analysis of potential harm utilized in the above cases is entirely consistent with the
3 standard in *Modesto*. In short, PERB cannot demand that the University wait until there has been *actual*
4 irreparable harm before determining that the “just and proper” standard under *Modesto* has been satisfied.
5 Doing so would result in the paralysis the court warned against in other cases. (*See Sonoma County*
6 *Organization of Public/Private Employees v. County of Sonoma* (1991) 1 Cal.App.4th 267, 279 (“The
7 forecasting of imponderables should not be paralyzed for fear of being judged incorrect with the benefit of
8 hindsight. Barring the unimaginable — a situation where a work stoppage is the incontestable proximate
9 cause of casualties — a margin for error must be allowed.”).)

10 **2. The Strike’s Effects On Students Will Render Any Subsequent Board Order**
11 **Meaningless**

12 As *Modesto* makes clear, “[a]lthough injunctive relief is an extraordinary remedy, it may be used
13 whenever either an employer or a union has committed unfair labor practices which, under the
14 circumstances, would render any final order of PERB meaningless.” (*Modesto*, at p. 902-03.) The Court
15 noted that temporary relief through an injunction preserves the status quo. (*Id.*, at p. 903-04.) Here, the
16 University’s additional declarations establish that an injunction is necessary to do just that—preserve the
17 status quo.

18 Although PERB has already issued a complaint on the University’s ULP, the Union has 20 days to
19 respond to it, and then PERB will schedule a hearing weeks or months after. By the time the University
20 gets a hearing, PERB will be unable to address the harm caused by UAW’s unlawful strike. As detailed by
21 UCLA, UC Santa Cruz, UC San Diego and UC Berkeley, striking UAW members have and will continue
22 to derail the education of tens of thousands of students if PERB permits this unlawful strike to continue.
23 UAW members teach classes and discussion sections, advise undergraduates in discussion groups and
24 laboratory settings, manage labs, tutor students, administer exams, grade papers, conduct extramurally
25 sponsored research, and supervise undergraduate research, among other tasks.⁴ Campuses on the quarter

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27 ⁴ Declaration of Elizabeth Simmons (“UCSD Decl.”) ¶¶2-14; Declaration of Darnell Hunt (“UCLA Decl.”)
28 ¶¶2-7; Declaration of Benjamine Hermalin (“UC Berkeley Decl.”) ¶5; Declaration of Lori Kletzer (“Supp.
UCSC Decl.”) ¶3.

1 system are in the final month of classes, which is a crucial period.⁵ Now is when UAW members teach
2 some of the most advanced materials in their courses, and when they are expected to help students complete
3 final projects, prepare for and conduct final exams, provide feedback on dissertations, among other things.⁶
4 Losing this instructional and assessment time deprives students of irreplaceable instructional opportunities,
5 and will damage students' academic standing.⁷ Further, the timing of this strike, the volume of classes, and
6 the specialized nature of skills UAW members possess, makes it impossible for the University to make
7 viable contingency plans.⁸ If PERB allows this unlawful strike to continue, the instruction, mentoring,
8 exams, projects and other hard work of students will be lost forever.⁹ Put differently, by the time this matter
9 gets to a hearing, PERB will lack a remedy to correct the wrong these students have suffered.

10 Indeed, students at multiple campuses have already expressed their dismay at the harm UAW's
11 conduct has and will continue to cause. For instance, a number at UC Santa Cruz—the campus subject to
12 UAW's longest unlawful strike activity—have lamented the loss of instruction from UAW members and
13 that this is not the first time UAW has disrupted the students' University experience.¹⁰ These students
14 should not be subject to further disruption by UAW's unlawful action. Simply put, the negative effects
15 caused by the strike on students and their education cannot be remedied. PERB's authority is limited to
16 remedies against UAW. After academic sessions concludes in June, PERB will be powerless to assist
17 students and the University in ensuring educational continuity and righting UAWs wrong.

18 Further, it is worth emphasizing that, absent an injunction, PERBs hands are tied with respect to a
19 remedy. PERB cannot order damages against UAW for an unlawful strike. (Gov. Code, §3563.3.) Nor, in
20 contrast to other cases, would PERB's available remedy—a cease and desist order after a hearing—provide
21 any assistance. This is not a run-of-the-mill ULP, or even an economic strike after the parties have reached
22 impasse. It is a work stoppage in direct contravention of UAW's CBAs with dramatic, immediate effects

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24 ⁵ See UCSD Decl. ¶¶13-14;

25 ⁶ See *Id.* at 13-14; UCLA Decl. ¶4-6;

26 ⁷ UCSD Decl. ¶¶4-16; UCLA Decl. ¶¶4-7, 9(c), 10;

27 ⁸ UCSD Decl. ¶¶4-16; UCLA Decl. ¶4; UC Berkeley Decl. ¶2, 5; Supp. UCSC Decl. ¶8.

28 ⁹ UCSD Decl. ¶¶4-14, 16; UCLA Decl. ¶4-7; UC Berkeley Decl. ¶4-7

¹⁰ Supp. UCSC Decl. ¶¶5-6; UCLA Decl. ¶10.

1 on students and the entire University community. Not only are students’ classes being canceled, but UAW
2 members, in the guise of a “strike” are occupying buildings, blocking access to campuses, disrupting
3 classes, and causing others to stop performing work on campuses.¹¹

4 Under these facts, PERB should exercise the discretion is so often shows employees in expanding
5 available remedies.

6 For example, when it comes to unfair practice charges against *employers* PERB has consistently
7 expanded the remedies available to unions for the last several years. As PERB recently stated in *El Centro*
8 *Regional Medical Center* (2024) PERB Decision Noi. 2890-M (“*El Centro*”), “[R]emedial awards should
9 make injured parties whole and deter future interference and discrimination.” (*Id.* at p. 21.) In *El Centro*,
10 the Board held that interest on monetary awards should be compounded daily, as opposed to applying
11 simple interest. According to the Board, “. . . to the extent that monetary remedies can deter employers from
12 engaging in harmful conduct, daily compounding interest is preferable to simple interest. While our goal
13 is to implement a policy that will more fully compensate victims of unfair practices, an additional
14 advantage of awarding daily compounding interest is that it will, ideally, cause employers to comply with
15 their legal obligations more carefully.” (*Id.* at 23.)

16 In reality, the difference between compound and simply interest is negligible in most instances. Yet
17 PERB believed strongly that *fully compensating victims* is a fundamental public policy goal under
18 California’s collective bargaining statutes. PERB should apply the same logic here and grant the University
19 injunctive relief. Students, faculty, and others on campus are innocent bystanders in the Union’s current
20 fight. They should not be forced to suffer while the disputes underlying it move through PERB’s process.
21 How then can PERB claim—with any credibility—that it can fully remedy the wrong perpetrated on the
22 University by a cease and desist order? The harm in this case will have already been done, and by the time
23 this case gets to hearing UAW’s strike—currently authorized to June 30—will likely be over. A cease and
24 desist order—absent injunctive relief to preserve the status quo while this case moves through the
25 process—would be meaningless. Injunctive relief must be granted.

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28 ¹¹ Declaration of Anthony Solana (“Solana Decl.”) ¶¶4-6, 8, 11; Supp. UCSC Decl. ¶¶9-12.

1 **3. The Strike’s Effect On The Bargaining Relationship Between UAW and The**
2 **University Will Be Permanently Damaged Unless The Strike Is Enjoined**

3 Further, allowing this strike to continue will frustrate the purposes of HEERA, which is an
4 alternative basis for seeking injunctive relief. HEERA was enacted to foster “the development of
5 harmonious and cooperative labor relations between the public institutions of higher education and their
6 employees.” (Gov’t Code § 3560(a).) As *Modesto* makes clear, the purpose of statutes such as HEERA is
7 to “promote the improvement of personnel management and employer-employee relations within the
8 public school systems in the State of California.” (*Id.* at 903.) PERB has recognized that one way in which
9 this “labor peace” is achieved is through no-strike and arbitration clauses in CBAs. (*Fresno In-Home*
10 *Supportive Services Public Authority* (2015) PERB Decision No. 2418-M *citing to Boys Market, Inc. v.*
11 *Retail Clerk’s Union, Local 770* (1970 398 U.S. 235, 251-255 (“*Boys Market*”).) Although *Boys Market* is
12 not directly binding on PERB, it stands for the well-known labor policy that binding arbitration is the
13 favored method of dispute resolution. (*Boys Market*, at p. 248 [arbitration as quid pro quo for no-strike
14 promise].)¹² Under the NLRA, *Boys Market* also stands for the proposition that injunctive relief is an
15 appropriate remedy to halt a strike in breach of a collective bargaining agreement. (*Boys Market*, at p. 251-
16 255.) Specifically, a *Boys Market* injunction is appropriate where there is an existing collective bargaining
17 agreement containing a no-strike clause and an agreement to arbitrate contractual disputes. (*See Spreckels*
18 *Sugar Co., Inc. v. United Food & Com. Workers, Loc. 135, AFL-CIO, CLC* (S.D. Cal. 2023) 669 F. Supp.
19 3d 967, 975.)

20 While perhaps not directly binding on PERB, the principles articulated in *Boys Market* are
21 appropriately incorporated into the “just and proper” standard under *Modesto*. Specifically, many, if not
22 all, of UAW’s alleged unfair practices against the University are subject to the arbitration provisions in the
23 CBA. For example, to the extent UAW challenged any discipline to be imposed upon its bargaining unit
24 members, such discipline is subject to arbitration. Similarly, any violations of the CBA are subject to
25 arbitration. By allowing UAW to unilaterally violate the no-strike clause in the CBA, PERB is allowing
26 extensive harm to the parties’ relationship. This harm can, and should, be a consideration under *Modesto*’s

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28 ¹² When interpreting HEERA, PERB takes guidance from cases interpreting the National Labor Relations
Act. (*Fire Fighters Union v. City of Vallejo* (1974) 12 Cal.3d 608.)

1 “just and proper” standard.

2 And regardless, UAW’s blatant disregard for the no-strike provision—and the bargaining process
3 that led up to it—have and will continue to damage the parties’ bargaining relationship until UAW’s
4 unlawful strike is stopped. In 2022 and 2023, UAW engaged in contentious bargaining during which UAW
5 struck for multiple weeks. The University did not seek to enjoin this conduct, and eventually reached a
6 deal with UAW. In the deal, the University granted the Union numerous concessions on wages, benefits,
7 tuition, among other things. The University made these concessions in exchange for the labor piece a
8 closed contract with a strong no-strike provision brought it.¹³ UAW’s conduct has repudiated this
9 agreement, destroyed the trust the parties had worked hard to rebuild after the strike, and—if allowed to
10 continue—will do lasting damage to the “. . . cooperative labor relations between the public institutions of
11 higher education and their employees.” (Gov’t Code § 3560(a).)¹⁴ For this alternative reason, UAW’s
12 conduct must be enjoined.

13 **4. The Circumstances Of This Case Require The Board’s Action**

14 Finally, the circumstances surrounding UAWs strike cries out for injunctive relief. Specifically,
15 UAW—or at least individuals operating under apparent authorization from UAW—have engaged in
16 unlawful and dangerous activities under the guise of a strike. For example, individuals claiming to
17 represent UAW hit a police officer over the head with a UAW sign, occupied an important academic
18 building at UCLA, attempted to barricade its entrances, and left graffiti inside the building when they were
19 finally dispersed.¹⁵ A few days later, individuals carrying UAW picket signs at UCLA unlawfully blocked
20 roadways forcing drivers to weave through people in order to escape the blockage.¹⁶ The same conduct
21 has occurred at UC Santa Cruz, with UAW picketers and protesters blocking both entrances to UC Santa

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23 ¹³ Declaration of Daniel Menezes (“Menezes Decl.”) ¶3.

24 ¹⁴ A long standing Labor Relations Director with UCLA lamented the Union’s conduct during this
25 unlawful strike: “During my 13-year career at UCLA, I have worked closely with several bargaining units to
26 ensure their free-speech rights were protected during strikes and protests. I have never previously experienced
27 a union organizing and endorsing violent confrontations with law enforcement, taking over a campus building,
28 and completely blocking access to several parking structures with the express intent of not allowing our
colleagues to perform their public service duties.” (Solana Decl. ¶10.)

¹⁵ Solana Decl. ¶¶4-6, 8, 11; Supp. UCSC Decl. ¶¶9-12.

¹⁶ *Id.*

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1 Cruz’s campus. ¹⁷ Individuals purporting to represent UAW at other campuses have also disrupt University
2 operations including classes and other operations.

3 This cannot continue. UAWs actions not only unlawfully impede the education of thousands of
4 students, they have posed significant danger to the public. While the University is doing everything it can
5 to prevent injury, the University fears that if UAW’s actions remain unchecked that its actions will cause
6 action injury to participants and/or the public.

7 The University urges PERB to act.

8 **IV. PERB SHOULD JOIN THE UNIVERSITY IN SEEKING CONCURRENT COURT**
9 **JURISDICTION TO PROTECT THE PUBLIC**

10 Separate and apart from HEERA, Labor Code section 1126 states that, “Any collective bargaining
11 agreement between an employer and a labor organization shall be enforceable at law or in equity, and a
12 breach of such collective bargaining agreement by any party thereto shall be subject to the same remedies,
13 including injunctive relief, as are available on other contracts in the courts of this State.” (Lab. Code,
14 §1126.) In *Fresno Unified School Dist. v. National Education Ass’n* (1981) 125 Cal.App.3d 259 (“*Fresno*
15 *Unified*”), the court recognized that while PERB may have initial exclusive jurisdiction to decide if conduct
16 constitutes an unfair practice, the courts have *concurrent* jurisdiction to enforce violations of Labor Code
17 1126. (*Fresno Unified*, at p. 174.) Thus, PERB’s determination on whether UAW’s strike “frustrates” the
18 purposes of HEERA under *Modesto* does not bind the superior court on a breach of contract action under
19 Labor Code section 1126. If and when the University brings an action under Labor Code section 1126, the
20 University urges PERB to join the University in seeking injunctive relief in superior court against UAW’s
21 breach of contract.

22 **V. CONCLUSION**

23 For these reasons, the University again urges PERB to grant this request for injunctive relief.

24 Dated: May 29, 2024

SLOAN SAKAI YEUNG & WONG LLP

25 By: 
TIMOTHY G. YEUNG

26 Attorneys for Charging Party
27 The Regents of the University of California

28 ¹⁷ *Id.*

PROOF OF SERVICE

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

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

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

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

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

SERVICE LIST

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

By: /s/ Rochelle Redmayne
Rochelle Redmayne

SLOAN SAKAI YEUNG & WONG LLP
Attorneys at Law