

1 **Adam Chaikin, Esq. (SBN 199458)**  
2 **OLINS RIVIERE COATES & BAGULA, LLP**  
3 2214 Second Avenue  
4 San Diego, CA 92101  
5 Tel: (619) 272-4235  
6 Fax: (619) 272-4309  
7 Email: chaikin@orcblawfirm.com

8 Attorney for Plaintiff/Petitioner, ASSOCIATION OF ORANGE COUNTY DEPUTY  
9 SHERIFFS

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

12 ASSOCIATION OF ORANGE COUNTY  
13 DEPUTY SHERIFFS,

14 Plaintiff/Petitioner,

15 v.

16 FRANK KIM, Orange County Chief  
17 Executive Officer; COUNTY OF  
18 ORANGE, State of California; BOARD  
19 OF SUPERVISORS, County of Orange;  
20 DOES 1 through 10, inclusive,

21 Defendants/Respondents.

22 \_\_\_\_\_  
23 FLASHREPORT,

24 \_\_\_\_\_  
25 Real Party in Interest.

CASE NO.: 30-2016-00832263-CU-WM-CJC

**DECLARATION OF DOUGLAS OLINS IN  
SUPPORT OF PETITIONERS' *EX PARTE*  
APPLICATION FOR TEMPORARY  
RESTRAINING ORDER AND FOR ORDER  
TO SHOW CAUSE REGARDING  
PRELIMINARY INJUNCTION**

Date: January 29, 2016  
Time: 8:30 a.m.  
Judge: Hon. Craig Griffin  
Dept.: C17

Complaint Filed: January 27, 2016

26 I, Douglas Olins, declare:

27 1. I make this declaration in support of Petitioner's *Ex Parte* Application for a temporary  
28 restraining order and order to show cause against Respondents. I have personal knowledge of  
the facts set forth herein, and if called as a witness, I could competently testify thereto.

29 2. The Association of Orange County Deputy Sheriffs ("AOCDS") is a recognized  
employee organization as that term is used in Government Codes sections 3500 *et. seq.* of the  
Meyers-Milias-Brown Act (MMBA) and is comprised of employees of the Orange County  
Sheriff's Department ("OCSD") holding the rank of Deputy Sheriff Trainee, Deputy Sheriff I,

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1 Deputy Sheriff II, Investigator and Sergeant, and certain employees of the Office of the Orange  
2 County District Attorney.

3 3. AOCDS and the County of Orange (“County”) have shared a collective bargaining  
4 relationship for many years wherein they have negotiated and entered into written public sector  
5 labor agreements or Memoranda of Understanding (“MOU”), regarding the wages, hours, and  
6 other terms and conditions of employment for those individuals employed by the County as  
7 members of the Peace Officer and Supervising Peace Officer bargaining units. The MOUs  
8 between the parties were entered into pursuant to the MMBA.<sup>1</sup>

9 4. Pursuant to the MOU at Article II, Section 2, AOCDS and the County agreed that on or  
10 about June 1, 2015, the parties would commence the meet and confer process to consider an  
11 hourly rate salary reopener only, with said reopener confined to the topic of a possible  
12 modification to the hourly salary rate commencing after July 1, 2015. In regards thereto,  
13 AOCDS created a bargaining team, and I was retained as part of the team.<sup>2</sup>

14 5. My firm and I are General Counsel from AOCDS. I have represented AOCDS for over  
15 25 years and have participated in the negotiations on its behalf on almost all MOUs with the  
16 County since approximately 1980. Most recently, I participated in the negotiation of its current  
17 MOU which is effective from 2012-2016. I am currently participating in negotiations on behalf  
18 of AOCDS with the County on a salary reopener.

19 6. I have been a Union-side labor attorney since 1973. During that time I have negotiated  
20 hundreds of MOUs, collective bargaining agreements, successor MOUs, reopeners and mid-term  
21 agreements on a wide variety of subjects, collective bargaining agreements, side agreements,  
22 amendments and extensions.

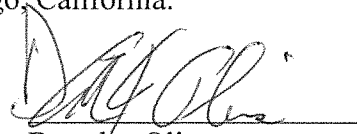
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24  
25 <sup>1</sup> A true and correct copy of the 2012-2016 MOU downloaded from the County’s website is attached as Exhibit I to  
26 the declaration of Mark Nichols filed concurrently herewith.

27 <sup>2</sup> The MOU provides at page 1 that it will expire on June 30, 2016. Negotiations for a successor MOU are expected  
28 to begin upon the expiration, and I have been retained as part of the bargaining team by AOCDS in regards thereto.

1 7. In the current salary reopener, the parties agreed to ground rules one of which was that  
2 contents of the negotiations would not be publicized.

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

5 Executed on January 27, 2016, at San Diego, California.

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8 Douglas Olins

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