

1 1. This constitutes the plea and sentencing agreement (“Agreement”) between
2 defendant Saul Florez (hereinafter “Florez”) and the People of the State of California, acting
3 through the District Attorney’s Office for Los Angeles County (hereinafter, the
4 “People”)(collectively referred to as the “Parties”).

5 2. The People filed a First Amended Complaint for Arrest Warrant (“Amended
6 Complaint”) in the Superior Court of the State of California for the County of Los Angeles on or
7 about April 28, 2015, charging Florez and others with felony violations of California Labor Code
8 Section 6425(a) for violating certain provisions of Title 8 of the California Code of Regulations:
9 Section 3314 (Count 1); Section 5157 (Count 2); and Section 3203(a) (Count 3).

10 3. In consideration for the People’s agreement to the disposition of the charges in the
11 Amended Complaint against Florez, as set forth in this Agreement, Florez agrees as follows:

12 a. Florez will enter a plea of guilty to Count 1 of the Amended Complaint.
13 At the time Florez enters a guilty plea, he shall allocute as follows:

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15 Florez acknowledges that, pursuant to Title 8, Section 3314(j) of
16 the California Code of Regulations, he should have conducted a
17 periodic (annual) inspection of the energy control procedure(s) for
18 the retorts at Bumble Bee Foods, LLC’s Santa Fe Springs Facility
19 to determine the necessity for updating the written energy control
20 procedure(s) for the retorts at that facility.

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22 On October 11, 2012, Jose Melena, an employee of the Santa Fe
23 Springs facility died when inside one of the retorts. Immediately
24 after Mr. Melena’s death, the standard operating procedures
25 regarding the retorts were changed.

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27 b. Upon Florez’s entry of his guilty plea (as described in Paragraph 3(a)
28 above) and the People dismissing any and all remaining charges as to Florez (as described in

1 Paragraph 4(a) below), the Court, without imposition of sentence, shall place Florez on probation
2 under the following terms and conditions:

3 i. Florez shall receive three years of Formal Probation.

4 ii. During the first 18 months of Florez's term of probation, Florez
5 will complete (1) 30 days of Community Labor; and (2) two OSHA Safety Training Courses,
6 specifically *OSHA 7115: Lockout/Tagout* and *OSHA 2264: Permit Required Confined Spaces*.

7 iii. Florez shall pay a fine of \$5,000, plus penalties and assessments
8 imposed by the Court.

9 iv. Any other terms and conditions imposed by the Court to which the
10 Parties agree, which are attached hereto as Exhibit A and incorporated herein by reference.

11 c. No earlier than eighteen months from July 24, 2015 and completion of the
12 conditions described in Paragraph 3(b) of this Agreement, and upon application of Florez, the
13 Court shall declare Florez's offense to be a misdemeanor which thereafter shall be deemed a
14 misdemeanor for all purposes pursuant to Section 17(b) of the California Penal Code.

15 d. Upon the Court's reduction of Florez's offense to a misdemeanor, Florez's
16 Formal Probation shall be terminated and the remaining term of probation shall be summary
17 probation.

18 4. In return for Florez's compliance with the terms and conditions of this
19 Agreement, the People agree as follows:

20 a. The People will, at the time of Florez's entry of a guilty plea to Count 1 of
21 the Amended Complaint as described in Paragraph 3(a) above, dismiss any and all remaining
22 charges as to Florez, conditioned on the continuing validity of the plea.

23 b. The People will not prosecute Florez for any other acts or omissions
24 relating to his employment at Bumble Bee Foods, LLC.

25 c. If Florez complies with all terms and conditions of this agreement and all
26 terms and conditions of his probation, the People will not oppose the Court's declaration of
27 Florez's offense to be a misdemeanor, which thereafter will be deemed a misdemeanor for all
28 purposes pursuant to Section 17(b) of the California Penal Code, as set forth in paragraph 3(c)

1 above.

2 5. If any portion of this Agreement is deemed unacceptable by the Court and the
3 Court declines to enforce its terms at any time, Florez at his option and discretion, may require
4 the Court to vacate the sentence, set aside the plea, and proceed as if his plea pursuant to
5 Paragraph 3(a) of this Agreement had never been entered and any charges that were dismissed,
6 conditioned on the continuing validity of the plea, shall be reinstated as though this agreement
7 had never been entered.

8 6. No portion of the allocution Florez makes in connection with his guilty plea, as
9 described in Paragraph 3(a) above, may be used as evidence in any subsequent proceeding.

10 7. This Agreement contains the complete agreement between the Parties and
11 supersedes any previous agreement between them. This Agreement may not be modified,
12 amended, or terminated except by written agreement signed by the Parties and specifically
13 referring to this Agreement.

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1 8. The Parties agree that this Agreement will be considered part of the record of
2 Florez's guilty plea hearing as if the entire Agreement had been read into the record at the
3 proceeding. This Agreement shall have full force and effect (a) upon the execution of this
4 Agreement by the People and Florez and (b) acceptance by the Court.


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9 Dated: 8/12/15



Saul Florez

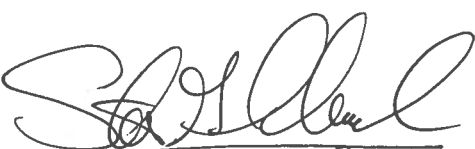
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14 Jackie Lacey,
15 DISTRICT ATTORNEY

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18 Dated: 8/12/2015

19 By: 

Hoon Chun,
Assistant Head Deputy
Consumer Protection Division

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22 Approved as to form and content.

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Steven M. Goldsobel
Attorney for Saul Florez

^{MP}
~~PROPOSED~~ ORDER

The Court, having accepted Florez's plea of guilty to Count 1 of the Amended Complaint, hereby adopts the terms and conditions herein as the disposition of the Court.

12 August 2015 Michael E. Pastor
Date Hon. Michael Pastor
 Superior Court Judge

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