

JACKIE LACEY
District Attorney of Los Angeles County
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Deputy District Attorney
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Attorney for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

MACY'S CORPORATE SERVICES, INC.
Defendant.

Case No. BA399249

**PLEA AGREEMENT AND
PROPOSED ORDER**

Date: 8/11/14

Time: 8:30 am

Department: 132

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

This Plea and Settlement Agreement ("Plea Agreement") is entered into between the People of the State of California (the "People"), by and through the District Attorney's Office for Los Angeles County, and MACY'S CORPORATE SERVICES, INC. ("Macy's").

INTRODUCTION

This case involves a two count felony information against Macy's. The Prosecution alleges that Macy's willfully violated certain occupational safety and health standards set out in Title 8, California Code of Regulations, and such willful violations caused the death of an employee, Roy Polanco, in violation of Labor Code section 6425(a). The Victim, Mr. Polanco, was operating a cardboard baling/compactor when he fell into the unguarded

1 opening of the unit. He was crushed to death by the hydraulic compacting ram.

2 Macy's and the District Attorney have had numerous discussions regarding the
3 matter.

4 **TERMS OF THE AGREEMENT**

5 The District Attorney agrees to amend the information and add a third Count of
6 Violation of Penal Code section 387(a), Corporate Criminal Liability. The District Attorney
7 further agrees to allow the defendant to plead no contest or nolo contendere to Count Three and
8 put over sentencing until August 11, 2015. If the defendant complies with all terms of the plea
9 agreement, the defendant will be sentenced to Count Three and placed on probation. Upon
10 payment of the fine listed below, the defendant may return to court, move to terminate probation
11 and have the conviction expunged. The People agree to waive the 15 day notice required by PC
12 1203.4 and further agree not to oppose either the termination of probation or expungement.
13

14 Macy's shall comply with the following terms and conditions.

15 1. Macy's will conduct an independent audit of all of the balers and
16 compactors of all Macy's stores and distribution facilities in California to insure their
17 compliance with OSHA standards. The methodology and audit standards must be approved by
18 the District Attorney. The audit must be completed by the date of sentencing.

19 2. Macy's will pay a court fine of \$950,000.00 which includes the base fine
20 plus penalty assessments. This payment shall be made on the date of sentencing.

21 3. Macy's agrees to comply with all laws.

22 If the defendant violates the agreement, the defendant will be sentenced as to
23 Count Three or entire case will proceed on Count One and Two against the defendant at the
24 election of the District Attorney.

25
26 **WAIVER OF RIGHTS**

27 In entering its no contest or nolo contendere plea, Macy's is aware of the
28 maximum penalty for each of the alleged violations of Labor Code Section 6425(a)(1) and Penal

1 Code Section 387(a).

2 Solely for the purpose of the Plea Agreement and the entry of Macy's no contest
3 or nolo contendere, as set forth in paragraph 1 above, and for no other purpose, Macy's
4 knowingly and voluntarily waives statute of limitations set forth in Penal Code Section 802 that
5 applies to the misdemeanor counts for alleged violations of Labor and Penal Code relating to the
6 events and incidents occurring on July 16, 2009 at the Macy's facility in Los Angeles, California.
7 Defendant waives any Kellet or double jeopardy rights relating to the events and incidents
8 occurring on July 13, 2009 at the Macy's facility in Los Angeles, California. Macy's hereby
9 voluntarily and knowingly waives any right to appeal its no contest plea and waives its speedy
10 trial rights until August 11, 2015.

11 Macy's understands that it has certain constitutional rights including: (a) the right
12 to a speedy public jury trial at which it would be presumed innocent and could not be convicted
13 unless twelve impartial jurors were convinced of its guilt beyond a reasonable doubt, (b) the right
14 to confront witnesses and cross-examine witnesses, and (c) the right to produce evidence and
15 issue subpoenas to bring into court all witnesses and evidence favorable to it. Macy's further
16 understands that by pleading no contest or nolo contendere, it is giving up its right to a jury trial,
17 its right to confront and cross-examine witnesses and its right to produce evidence and witnesses
18 on its own behalf. Knowing this, Macy's freely and voluntarily enters into this Plea Agreement
19 and enters its no contest or nolo contendere plea.
20

21 This Plea Agreement shall become effective on the date Macy's enters the no
22 contest plea pursuant to this Plea Agreement.
23

24 AGREED TO:

25 Dated this ___ day of August, 2014

MACY'S CORPORATE SERVICES, INC

26 By: Tracy Aparo
27

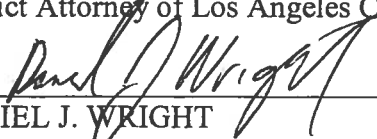
Tracy Aparo

Vice President

MACY'S CORPORATE SERVICES, INC.
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Dated this 11th day of August, 2014

JACKIE LACEY
District Attorney of Los Angeles County
By: 
DANIEL J. WRIGHT
Deputy District Attorney
Attorney for Plaintiff