

1 or delivered to:

2 BAY AREA AIR QUALITY MANAGEMENT DISTRICT
3 OFFICE OF DISTRICT COUNSEL
4 ALEXANDER G. CROCKETT, GENERAL COUNSEL
5 375 BEALE ST., SUITE 600
6 SAN FRANCISCO, CALIFORNIA 94105

7 6. Upon execution, this Settlement Agreement will become final and binding upon the
8 PARTIES.

9 7. BIMBO's payment in full of the civil penalty described in Paragraph 5 above will settle
10 and conclude all claims that have been or could have been asserted between the DISTRICT and BIMBO
11 arising out of or relating to the allegations and conduct that are the basis for the NOV's identified in
12 Paragraph 3 above.

13 8. This Settlement Agreement constitutes the entire agreement and understanding between
14 the PARTIES, and fully supersedes and replaces any and all prior negotiations and agreements of any
15 kind or nature, whether written or oral, between the PARTIES, concerning these claims.

16 9. BIMBO's entry into this Settlement Agreement is not and shall not be construed as an
17 admission of any liability for conduct, actions or violations of law as alleged in the NOV's identified in
18 Paragraph 3 above.

19 10. The DISTRICT reserves the right to take future enforcement actions arising out of
20 violations not covered by this Settlement Agreement. In addition, the DISTRICT reserves the right to
21 demand, and BIMBO reserves the right to contest, increased penalties in connection with any future
22 alleged violations based on compliance history.

23 11. The DISTRICT reserves the right to rely upon the alleged violations described in the
24 NOV's identified in Paragraph 3 above and may offer proof thereof in connection with any other
25 administrative or judicial proceeding not related to this proceeding for the purpose of showing a history
26 of violation.

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12. BIMBO’s failure to perform any of the terms or conditions of this Settlement Agreement will render BIMBO in violation of the terms and conditions of this Settlement Agreement.

13. No agreement to modify, amend, extend, supersede, terminate, or discharge this Settlement Agreement, or any portion thereof, shall be valid or enforceable unless it is in writing and signed by the PARTIES.

14. This Settlement Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to California's choice of law rules.

15. Each of the undersigned expressly represents that he or she is authorized to execute this Settlement Agreement on behalf of the party for whom he or she signs below.

* * * * *

SO AGREED, STIPULATED AND EXECUTED:

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT
375 Beale Street., Suite 600
San Francisco, California 94105

BIMBO BAKERIES USA
3877 Long Street
San Luis Obispo, California 93401

Signed by:
Philip Fine
By: PHILIP M. FINE
EXECUTIVE OFFICER/APCO

Craig H. Pizer
By: CRAIG H. PIZER
VP & GENERAL COUNSEL

Date: 8/6/2024

Date: July 30, 2024

APPROVED AS TO FORM BY:

APPROVED AS TO FORM BY:

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT
GENERAL COUNSEL
ALEXANDER G. CROCKETT
375 Beale Street, Suite 600
San Francisco, California 94105

[office info for approving attorney, if any]

Signed by:
Alexandra Kamel
By: Alexandra Kamel for
ALEXANDER G. CROCKETT
GENERAL COUNSEL

By: _____
Name:
Title:

Date: 8/6/2024

Date: _____

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