

1 ALTSHULER BERZON LLP
2 BARBARA J. CHISHOLM (State Bar No. 224656)
3 177 Post Street, Suite 300
4 San Francisco, CA 94108
5 Tel: 415-421-7151
6 Fax: 415-362-8064
7 E-mail: bchisholm@altshulerberzon.com

8 Attorneys for Plaintiff As You Sow

9 SMITH, GAMBRELL & RUSSELL, LLP
10 Stephen E. O'Day, *admitted pro hac vice*
11 1230 Peachtree Street NE, Promenade, Suite 3100
12 Atlanta Georgia 30309
13 Tel: (404) 815-3500
14 Fax: (404) 685-6827
15 E-mail: soday@sgrlaw.com

16 Attorneys for Defendants The Quikrete Companies, Inc.
17 Quikrete International, Inc., and Quikrete California, LLC

18
19
20
21
22
23
24
25
26
27
28
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

AS YOU SOW,

Plaintiff,

v.

THE QUIKRETE COMPANIES INC.,
et al.,

Defendants.

Case No. RG12637214

[PROPOSED] CONSENT JUDGMENT

Complex Civil Case

RECEIVED
ALAMEDA COUNTY

SEP 25 2013

By Barbara LaMonte

This Consent Judgment is entered into by and between Plaintiff As You Sow ("AYS") and Defendants The Quikrete Companies, Inc., Quikrete International, Inc., and Quikrete California, LLC (Quikrete California, LLC is referred to herein as "Quikrete California") (The Quikrete Companies, Inc., Quikrete International, Inc. and Quikrete California are referred to herein collectively as "Quikrete"), to resolve all claims raised in the Plaintiff's Complaint filed in the above-captioned action, which was filed June 29, 2012, and Plaintiff's First Amended Complaint, filed on November 19, 2012 (collectively, "Complaint"). This Consent Judgment shall be

ENDORSED
FILED
ALAMEDA COUNTY
SEP 26 2013
CLERK OF THE SUPERIOR COURT
By YOLANDA ESTRADA Deputy

1 effective upon entry. AYS and Quikrete (collectively “the Parties”) agree to the terms and
2 conditions set forth below.

3 **1. INTRODUCTION**

4 1.1 AYS is a non-profit corporation dedicated to, among other causes, the protection of the
5 environment, the promotion of human health, the improvement of worker and consumer rights, environmental
6 education, and corporate accountability. AYS is based in Oakland, California and is incorporated
7 under the laws of the State of California.

8 1.2 a. Quikrete California manufactures and/or distributes ready-mix dry Portland
9 cement products in California, including Quikrete® Ready to Use Concrete Mix, Quikrete® Green
10 Concrete Mix, and other products containing Portland cement, including Quikrete® Fast Setting
11 Concrete Mix, Quikrete® Portland Cement, and Quikwall® Surface Bonding Cement. The ready-
12 mix dry Portland cement products and products containing Portland cement that are currently
13 manufactured, distributed and/or sold in California by Quikrete California and which are the
14 subject of this Consent Judgment (“Covered Products”) are identified in Attachment A.

15 b. The Quikrete Companies, Inc. and Quikrete International, Inc. do not currently
16 manufacture, distribute or sell ready-mix dry Portland cement products or other products
17 containing Portland cement for consumer use in California, have not manufactured, distributed or
18 sold ready-mix dry Portland cement products or other products containing Portland cement for
19 consumer use in California in the last two years, and have no plans to do so in the future.

20 1.3 AYS alleges in the Complaint that Quikrete’s ready-mix dry Portland cement
21 products contain chromium (hexavalent compounds) (hereinafter “chromium”), or chromium and
22 arsenic (inorganic compounds, including inorganic oxides) (hereinafter “arsenic”), which are
23 chemicals listed by the State of California as known to cause cancer, birth defects and other
24 reproductive harm, pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986
25 (“Proposition 65”), California Health and Safety Code §25249.5 *et seq.*

26 1.4 AYS sent 60-day Notices of Violation to Quikrete and public enforcers as required by
27 Health & Safety Code Section 25249.7, regarding listed chemicals contained in Quikrete’s ready-mix dry
28 Portland cement products. Specifically:

1 a. On March 26, 2012, AYS sent 60-day Notice of Violations to The Quikrete
2 Companies, Inc., and Quikrete International, Inc., and to public enforcers as required by Health &
3 Safety Code Section 25249.7, alleging that Quikrete violated Proposition 65 by failing to provide
4 clear and reasonable warnings before exposing persons to chromium and arsenic contained in
5 ready-mix dry Portland cement products, including Quikrete Ready to Use Concrete Mix and
6 Quikrete Green Concrete Mix.

7 b. On June 28, 2012 and September 10, 2012, AYS sent 60-day Notices of
8 Violation to Quikrete California, LLC, and to public enforcers as required by Health & Safety
9 Code Section 25249.7, alleging that Quikrete California, LLC violated Proposition 65 by failing to
10 provide clear and reasonable warnings before exposing persons to chromium and arsenic contained
11 in certain ready-mix dry Portland cement products, including Quikrete Ready to Use Concrete Mix
12 and Quikrete Green Concrete Mix.

13 c. On October 29, 2012, AYS sent 60-day Notices of Violation to The Quikrete
14 Companies, Inc., Quikrete International, Inc., and Quikrete California, LLC, and to public
15 enforcers as required by Health & Safety Code Section 25249.7, alleging that Quikrete violated
16 Proposition 65 by failing to provide clear and reasonable warnings before exposing persons to
17 chromium and arsenic contained in Quikwall Surface Bonding Cement.

18 d. On December 21, 2012, AYS sent 60-day Notices of Violation to The
19 Quikrete Companies, Inc., Quikrete International, Inc., and Quikrete California, LLC, and to public
20 enforcers as required by Health & Safety Code Section 25249.7, alleging that Quikrete violated
21 Proposition 65 by failing to provide clear and reasonable warnings before exposing persons to
22 chromium contained in Quikrete Fast Setting Concrete Mix and Quikrete Portland Cement.

23 1.5 a. Quikrete California alleges that, for at least one year prior to AYS's 60-Day
24 Notices described in Paragraph 1.4, it provided Proposition 65 warnings on the packaging materials
25 of the Covered Products that warned of carcinogenic risks and, further, that it is not required to
26 include Proposition 65 warnings regarding reproductive toxicity. AYS alleges that Quikrete's
27 warnings on the Covered Products are inadequate under Proposition 65 because they fail to warn of
28 the reproductive hazards associated with the chromium, or the chromium and arsenic, contained in

1 the Covered Products. Nevertheless, the Parties have agreed to resolve their differences as set forth
2 herein.

3 b. Quikrete alleges that, without admitting any requirement or mandate to do
4 so, the package labels for the Covered Products have been amended beginning May 8, 2012 to
5 provide Proposition 65 warnings on the packaging materials of the Covered Products that warned
6 of reproductive toxicity in addition to warnings as to carcinogenic risks (“Comprehensive
7 Warnings”), and that the package labels of all Covered Products manufactured and/or distributed
8 for sale in California going forward will feature Comprehensive Warnings. Furthermore, Quikrete
9 alleges that, without admitting any requirement or mandate to do so, stickers featuring
10 Comprehensive Warnings (“Warning Stickers”) were affixed to all or substantially all Covered
11 Products within the State of California beginning May 2012. Quikrete alleges that by November
12 12, 2012, all, or substantially all, Covered Products manufactured and/or distributed for sale in
13 California going forward have featured Comprehensive Warnings in the form of either package
14 labels or Warning Stickers affixed to the package labels featuring Comprehensive Warnings.

15 1.6 The Parties have agreed to enter into this Consent Judgment to settle claims as set
16 forth herein, and to avoid prolonged and costly litigation.

17 1.7 By executing and complying with this Consent Judgment, neither Party admits
18 any facts or conclusions of law alleged in the Complaint, or to the existence of any other
19 statutory, common law, or equitable claim or requirement relating to or arising from the sale or
20 distribution of Covered Products by Quikrete California in California.

21 1.8 This Consent Judgment shall not be construed as an admission that any warning
22 regarding the alleged exposure to chemicals listed under Proposition 65 from Covered Products
23 are required under Proposition 65 or any other statute, regulation, or by the common law. Nothing
24 in this Consent Judgment shall prejudice, waive, or impair any right, remedy, or defense that AYS
25 and Quikrete may have in any other or in future legal proceeding unrelated to this action.
26 However, this paragraph shall not diminish or otherwise affect the obligation, responsibilities, and
27 duties of the Parties under this Consent Judgment.

28 1.9 The term “Effective Date” means the date of entry of this Consent Judgment.

1 **2. JURISDICTION**

2 2.1 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
3 jurisdiction over Quikrete as to the allegations contained in the Complaint, venue is proper in
4 Alameda County, the Court has jurisdiction to enter this Consent Judgment as a resolution of all
5 claims alleged in the Complaint, and the Court shall retain jurisdiction to enforce the Consent
6 Judgment.

7 **3. CLEAR AND REASONABLE WARNINGS**

8 3.1 Within 30 days, all Covered Products identified in Attachment B being produced,
9 distributed or sold in California by Quikrete California intended for consumer use shall have
10 packaging or labels attached to their packaging that provide warnings of carcinogenic risks and
11 reproductive harms, as reflected in the exemplar attached as Attachment D, and shall continue to
12 have such packaging or labels until the warnings on the packaging and/or labels are replaced with
13 the warning statement set forth in Paragraph 3.2.

14 3.2 As soon as practicable, and beginning no later than January 1, 2014, all Covered
15 Products identified in Attachment B produced, distributed or sold by Quikrete California for sale to
16 or use by consumers in California shall provide the following warning statement:

17 **WARNING:** This product contains chemicals known to the State of California to
18 cause cancer and birth defects or other reproductive harm.

19 ***

20 **ADVERTENCIA:** Este producto contiene quimicos conocidos en el estado de California
21 como causantes de càncer y de defectos congénitos o daños reproductivos de otro tipo.

22 3.3 The warning statements required in Paragraph 3.2 shall be prominently affixed to or
23 printed on the products' packaging by Quikrete California and shall be displayed with such
24 conspicuousness, as compared with other words, statements, designs, or devices on those products, or
25 their packaging or labeling, as to render the warning statement likely to be read and understood by
26 an ordinary individual under customary conditions of purchase and use.

27 3.4 The Parties agree, and the Court so finds, that the content and the placement of the
28 warning statement as shown in Attachments D and E hereto meet the requirements of Paragraphs

1 3.2 and 3.3 of this Consent Judgment, with the understanding that the placement of warning
2 statements may differ somewhat from product to product.

3 3.5 Neither The Quikrete Companies, Inc. nor Quikrete International, Inc. produces,
4 distributes or sells Covered Products for consumer use in California. In the event The Quikrete
5 Companies, Inc. or Quikrete International, Inc. begins producing, distributing or selling Covered
6 Products identified in Attachment B for consumer use in California, the company shall provide the
7 same warnings as those Quikrete California is to provide pursuant to Paragraphs 3.2 and 3.3 of this
8 Consent Judgment; provided, however, that The Quikrete Companies, Inc. shall be obligated to
9 comply with this paragraph to the extent permissible under *the Ace Hardware* Consent Decree and
10 any modifications thereto. The Quikrete Companies, Inc. agrees to seek modification of the *Ace*
11 *Hardware* Consent Decree by no later than December 1, 2013, to permit the provision of the
12 warnings set forth in Paragraphs 3.2 and 3.3 of this Consent Judgment in the event The Quikrete
13 Companies, Inc. should begin distribution or sale of Covered Products in California.

14 **4. SETTLEMENT PAYMENTS**

15 4.1 Within 30 days of the Effective Date, Quikrete shall pay \$15,000 in the form of a
16 check made payable to As You Sow as a civil penalty pursuant to Health and Safety Code Section
17 25249.7(b). AYS shall remit seventy-five percent (75%) of this amount to the State of California
18 pursuant to Health and Safety Code Section 25249.12(b), equal to \$11,250, with AYS retaining
19 \$3,750.

20 4.2 Additional Payment: Additionally, within 30 days of the Effective Date, Quikrete
21 shall pay \$50,000 to AYS, with this amount to be used by AYS for grants to California non-profit
22 organizations and by the AYS Environmental Enforcement Fund. These funds shall not be
23 construed as forfeitures, fines, or penalties, and shall be used to reduce or remediate exposures to
24 toxic chemicals and to increase consumer, worker and community awareness of the health hazards
25 posed by toxic chemicals in California. In deciding among the grant proposals, the As You Sow
26 Board of Directors ("Board") takes into consideration a number of important factors, including: (1)
27 the nexus between the harm done in the underlying case(s), and the grant program work; (2) the
28 potential for toxics reduction, prevention, remediation or education benefits to California citizens

1 from the proposal; (3) the budget requirements of the proposed grantee and the alternate funding
2 sources available to it for its project; and (4) the Board's assessment of the proposed grantee's
3 chances for success in its program work. AYS shall ensure that all funds will be disbursed and
4 used in accordance with AYS's mission statement, articles of incorporation, and bylaws and
5 applicable state and federal laws and regulations to promote awareness of and responses to the
6 health hazards posed by toxic chemicals in California. These payments shall not be construed as a
7 credit against the personal claims of absent third parties for restitution against Defendant.

8 4.3 Within 30 days of the Effective date, Quikrete shall pay \$58,000 in the form of a
9 check made payable to the Altshuler Berzon LLP Attorney-Client Trust Account as reimbursement
10 for plaintiff's attorneys' fees, investigation costs, and other reasonable litigation costs and
11 expenses.

12 **5. ENFORCEMENT OF CONSENT JUDGMENT**

13 5.1 The Parties may, by motion filed in this Court, enforce the terms and conditions of
14 this Consent Judgment. Prior to the filing of any such motion, in the event a dispute arises with
15 respect to any of the provisions of this Consent Judgment, the Parties shall meet and confer within
16 10 days after either Party receives written notice of an alleged violation of this Agreement. If As
17 You Sow or Quikrete is successful in enforcing this Consent Judgment, the prevailing party shall
18 be entitled to recover its costs and reasonable attorneys' fees.

19 **6. CLAIMS COVERED, RELEASE AND COVENANT NOT TO SUE**

20 6.1 As to the Covered Products identified in Attachment B, this Consent Judgment is a
21 full, final, and binding resolution between AYS and The Quikrete Companies, Inc., Quikrete
22 International, Inc., and Quikrete California, LLC, their parents, subsidiaries, affiliates, divisions,
23 and their shareholders, officers, directors, employees, agents, insurers and representatives, and their
24 successors and assigns ("Quikrete Releasees"), any entities with which Quikrete Releasees have, as
25 of the date of this Consent Judgment, entered into private labeling agreements for sale or
26 distribution of Covered Products identified in Attachment B for consumer use in the State of
27 California, and all entities to whom the Quikrete Releasees distribute or sell the Covered Products
28 identified in Attachment B, including but not limited to distributors, wholesalers, customers,

1 retailers, franchisees, and cooperative members (“Downstream Releasees”), of all claims brought
2 or which could have been brought by AYS in the public interest for any violation of Proposition 65
3 or California Business and Professions Code Sections 17200 *et seq.* based on the alleged failure to
4 provide clear and reasonable warnings of exposure to chromium and arsenic in the Covered
5 Products identified in Attachment B distributed or sold by Quikrete for consumer use before the
6 Effective Date. For purposes of this Consent Judgment, the term “affiliate” with respect to any
7 Quikrete Releasee is defined as any entity directly or indirectly controlling, controlled by, or under
8 common control together with any Quikrete Releasee. As You Sow does not have any affiliates.

9 6.2 Upon entry of the Consent Judgment, the Parties waive their respective rights to a
10 hearing or trial on the allegations of the Complaint.

11 6.3 As You Sow agrees that it will not initiate, maintain, prosecute or otherwise
12 participate in or support the institution, maintenance or pursuit of any action or claim against
13 Quikrete pursuant to Proposition 65 or California Business and Professions Code Sections 17200 *et*
14 *seq.* based on the alleged failure to provide clear and reasonable warnings of exposure to chromium
15 and arsenic in the Covered Products identified in Attachment C distributed or sold by Quikrete for
16 consumer use before the Effective Date.

17 6.4 As You Sow by signature of the Consent Judgment, hereby waives its rights
18 including any rights set forth in Paragraph 6.3 above under California Civil Code Section 1542
19 with full knowledge and intent of doing so. California Civil Code Section 1542 states:

20 "1542. A general release does not extend to claims which the
21 creditor does not know or suspect to exist in his or her favor at the
22 time of executing the release, which if known by him or her must
23 have materially affected his or her settlement with the debtor."

24 **7. GOVERNING LAW AND CONSTRUCTION**

25 7.1 This Consent Judgment shall be governed by, and construed in accordance with, the
26 laws of the State of California.

27 7.2 The Parties, including their counsel, have participated in the preparation of this
28 Consent Judgment which is the result of the joint efforts of the Parties. This Consent Judgment

1 was subject to revision and modification by the Parties and has been accepted and approved as to
2 form by the Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this
3 Consent Judgment shall not be interpreted against any Party as a result of the manner of the
4 preparation of this Consent Judgment.

5
6 **8. MODIFICATION OF CONSENT JUDGMENT**

7 8.1 This Consent Judgment may be modified only upon written agreement of the Parties
8 with approval of the Court, or pursuant to court order issued upon noticed motion of a Party for
9 good cause shown and upon entry of a modified Consent Judgment by the Court. Any Party
10 seeking to modify this Consent Judgment shall meet and confer in good faith with the other Party
11 prior to filing a motion to modify the Consent Judgment and attempt to resolve any differences.

12 **9. COURT APPROVAL**

13 9.1 The Court shall either approve or disapprove of this Consent Judgment in its
14 entirety, without alteration, deletion or amendment, unless otherwise so stipulated by the Parties
15 and their counsel. Defendants agree not to oppose this Consent Judgment.

16 9.2 In the event the Court fails to approve and order entry of the Consent Judgment
17 without any change whatsoever (unless otherwise so stipulated by the Parties), this Consent
18 Judgment shall become null and void upon the election of any Party and upon written notice to all
19 of the Parties to the Action pursuant to the notice provisions herein, and shall not be introduced
20 into evidence or otherwise used in any proceeding for any purpose.

21 **10. ENTIRE AGREEMENT**

22 10.1 The Parties declare and represent that no promise, inducement or other agreement
23 has been made conferring any benefit upon any Party except those contained herein and that this
24 agreement contains the entire agreement pertaining to the subject matter hereof. This agreement
25 supersedes any prior or contemporaneous negotiations, representations, agreements and
26 understandings of the Parties with respect to such matters, whether written or oral. The Parties
27 acknowledge that each has not relied on any promise, representation or warranty, expressed or
28 implied, not contained in this agreement.

1 **11. APPLICATION OF CONSENT JUDGMENT**

2 11.1 This Consent Judgment shall apply to and be binding upon the Parties hereto, their
3 divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

4 11.2 The terms of this Consent Judgment shall not apply to Covered Products
5 manufactured, distributed, or sold by Quikrete Releasees for use outside of California.

6 **12. ATTORNEYS' FEES**

7 12.1 Except as specifically provided in this Consent Judgment, each Party shall bear its
8 own attorneys' fees and costs incurred in connection with the 60-day Notices and Plaintiff's
9 Complaint.

10 **13. COMPLIANCE WITH HEALTH AND SAFETY CODE §25249.7**

11 13.1 Plaintiff shall comply with the reporting requirements referred to in Health and
12 Safety Code section 25249.7(f) (and established in Title 11 of the California Code of Regulations
13 sections 3000-3008), and shall move for approval of this Consent Judgment pursuant to the terms
14 thereof.

15 13.2 Upon request by AYS, Quikrete shall provide a declaration in support of a motion to
16 approve this Consent Judgment.

17 **14. PROVISION OF NOTICE**

18 14.1 All correspondence and notices required by this Consent Judgment to the Parties
19 shall be sent:

20 To Plaintiff As You Sow
As You Sow Foundation
Attn: Danielle Fugere President and Chief Counsel
21 1611 Telegraph Street, Suite 1450
Oakland, CA 94612

22 With a copy to:
Barbara Chisholm
23 Altshuler Berzon LLP
24 177 Post Street, Suite 300
San Francisco, CA
25 Tel.: (415) 421-7151

26 To Defendants The Quikrete Companies, Inc., Quikrete International, Inc.,
and Quikrete California, LLC
27 The Quikrete Companies, Inc.
Will Magill
28 One Securities Centre

3490 Piedmont Road, Suite 1300
Atlanta, GA 30305

With a copy to:
Stephen E. O'Day
Promenade, Suite 3100
1230 Peachtree Street NE
Atlanta, Georgia 30309-3592
Tel.: (404) 815-3500

15. EXECUTION AND COUNTERPARTS

15.1 This Consent Judgment may be executed in one or more counterparts and with signatures transmitted by means of facsimile or electronically by portable document format (pdf), which taken together shall be deemed to constitute one document.

16. AUTHORIZATION

16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and legally bind that Party. The undersigned have read, understand, and agree to all of the terms and conditions of this Consent Judgment.

APPROVED AS TO FORM:

Dated: September 20, 2013.

ALTSHULER BERZON LLP

By: 
Barbara J. CHISHOLM
Attorneys for Plaintiff AS YOU SOW

1 Dated: Sept. 20, 2013.

SMITH, GAMBRELL & RUSSELL, LLP

2
3 By: Stephen E. O'Day

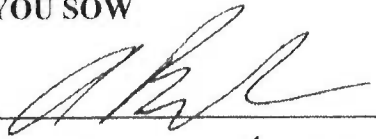
4 STEPHEN E. O'DAY
5 Attorneys for Defendants THE QUIKRETE
6 COMPANIES, INC., QUIKRETE
7 INTERNATIONAL, INC., and QUIKRETE
8 CALIFORNIA LLC
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SO AGREED:

Dated: _____, 2013.

AS YOU SOW

By: 

Name: Andrew Bernall
Title: CEO

Dated: _____, 2013.

THE QUIKRETE COMPANIES, INC.

By: _____

Name: _____
Title: _____

Dated: _____, 2013.

QUIKRETE INTERNATIONAL, INC.

By: _____

Name: _____
Title: _____

Dated: _____, 2013.

QUIKRETE CALIFORNIA, LLC

By: _____

Name: _____
Title: _____

1 **SO AGREED:**

2 Dated: _____, 2013.

AS YOU SOW

4 By: _____

5 Name: _____

6 Title: _____

7 Dated: 9/23, 2013.

8 **THE QUIKRETE COMPANIES, INC.**

9 By:  _____

10 Name: William R. Magill

11 Title: COO/CFO

12 Dated: 9/23, 2013.

13 **QUIKRETE INTERNATIONAL, INC.**

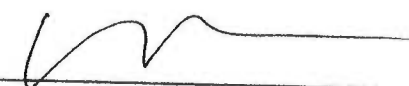
14 By:  _____

15 Name: William R. Magill

16 Title: COO/CFO

17 Dated: 9/23, 2013.

18 **QUIKRETE CALIFORNIA, LLC**

19 By:  _____

20 Name: William R. Magill

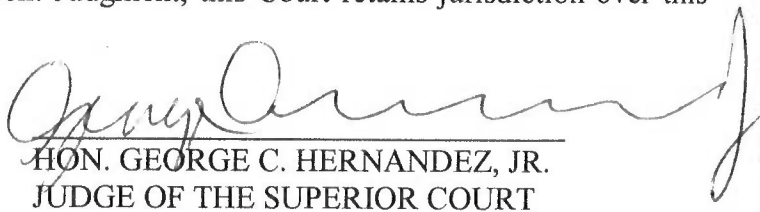
21 Title: COO/CFO

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED AND ADJUDGED:

The Court hereby incorporates the terms of this Consent Judgment into this Order. If a Party violates the provisions of this Consent Judgment, this Court retains jurisdiction over this matter.

Dated: SEP 26, 2013.



HON. GEORGE C. HERNANDEZ, JR.
JUDGE OF THE SUPERIOR COURT

ATTACHMENT A

All-Star Concrete Mix
Cemex Plastic Cement
Cemex Portland Cement Type I/II/V
Colton Block Cement
Colton High Early Cement Type III
Earth Essential Polymeric Jointing Sand
FastSet All-Crete
Fence Factory Concrete Mix – Gold Label
Fence Factory Fence Post Mix
Hardscape Polymeric Jointing Sand
HD Supply Fence Post Mix
HUB Premium 3500 PSI Concrete Mix
Lehigh White Cement
MENDO CRETE Concrete Mix
MENDO CRETE Post Mix Concrete
Paragon 2500 PSI Concrete Mix
Paragon 2500 PSI Concrete Mix
Paragon 3500 PSI Concrete Mix
Paragon 4000 PSI Concrete Mix
Paragon Fast-Setting High Strength Concrete Mix
Paragon Foam Coat
Paragon Multi Set Mortar Grey
Paragon Plastic Cement
Paragon Portland Cement Type I-II-V
Paragon Premium Set Mortar Grey
Paragon Premium Thin Set Mortar Gray
Paragon Premium Thin Set Mortar White
Paragon Proset Thinset Mortar Grey
Paragon Proset Thinset Mortar White
Paragon Red Mason Mix
Paragon Super 5000 Concrete Mix
Paragon Tan Mason Mix
Paragon Thin Set Mortar White
QUIKRETE® 5000 Concrete Mix
QUIKRETE® Anchoring Cement
QUIKRETE® Architectural Finish
QUIKRETE® Basic Concrete Mix
QUIKRETE® Concrete Countertop Mix
QUIKRETE® Concrete Resurfacer

QUIKRETE® Crack Resistant Concrete Mix
QUIKRETE® Deck Mud
QUIKRETE® Exterior Use Anchoring Cement
QUIKRETE® FastSet Concrete Mix
QUIKRETE® FastSet Repair Mortar
QUIKRETE® Fast-Setting Concrete Mix
QUIKRETE® Fence Post Concrete Mix
QUIKRETE® Glass Block Mortar Mix
QUIKRETE® Green Concrete Mix
QUIKRETE® Heavy Duty Masonry Coating – Gray
QUIKRETE® Heavy Duty Masonry Coating - White
QUIKRETE® Mason Mix S Colored
QUIKRETE® Mason Mix Type M Mortar
QUIKRETE® Mason Mix Type S
QUIKRETE® Mason Mix Type S Mortar
QUIKRETE® Maximum Yield Concrete Mix
QUIKRETE® Mortar Mix
QUIKRETE® Multi-purpose Concrete Resurfacer
QUIKRETE® Multi-Purpose Thin Set
QUIKRETE® Plastic Cement
QUIKRETE® Polymer Modified Veneer Stone Mortar
QUIKRETE® Portland Cement Type I/II
QUIKRETE® Portland Cement Type II/V
QUIKRETE® Premium Plastering Cement
QUIKRETE® ProFinish 5000 Concrete Mix
QUIKRETE® ProFinish Blended Mason Mix
QUIKRETE® ProFinish Crack Resistant Concrete Mix
QUIKRETE® Quick-Setting Cement
QUIKRETE® Quick-Setting Cement
QUIKRETE® Ready-To-Use Concrete Mix
QUIKRETE® Sand/Topping Mix
QUIKRETE® Scrim Rip-Rap
QUIKRETE® Self-Leveling Floor Resurfacer
QUIKRETE® Self-Leveling Floor Resurfacer - Fast-Setting
QUIKRETE® Thin Set – Sanded Formula
QUIKRETE® Thin Set White – Sanded Formula
QUIKRETE® Veneer Stone Mortar
QUIKRETE® Wall Float
QUIKRETE® Zip n Mix Repair Mortar
QUIKWALL® Surface Bonding Cement – Gray
QUIKWALL® Surface Bonding Cement - White

RED-E-CRETE 2500 PSI Concrete Mix
RED-E-CRETE 3500 PSI Concrete Mix
RED-E-CRETE Concrete
Shamrock Portland Type I-II-V
Tile Setter Toy Store Deck Mud
Tile Setter Toy Store Fat Mud
QUIKRETE® Hydraulic Water-Stop Cement
QUIKRETE® Vinyl Concrete Patcher
QUIKRETE® Fast-Set Underlayment
QUIKRETE® Precision Non-Shrink Grout
QUIKRETE® Non-Shrink General Purpose Grout
QUIKRETE® Self Consolidating Core Fill Grout
QUIKRETE® Core Fill Grout – Fine
QUIKRETE® FastSet Non-Shrink Grout
QUIKRETE® Stucco Scratch & Brown Base Coat
QUIKRETE® Stucco Pump Grade Base Coat
QUIKRETE® Stucco Scratch & Brown Base Coat
QUIKRETE® Stucco Scratch & Brown Base Coat with Water-Stop
QUIKRETE® Stucco One Coat Fiber Reinforced Stucco
QUIKRETE® Stucco Finish Coat – White Base
QUIKRETE® Stucco Finish Coat – White Base 16/20
QUIKRETE® Stucco Finish Coat – Gray Base
QUIKRETE® Stucco Finish Coat – Gray Base 16/20
QUIKRETE® Stucco
La Habra Exterior Stucco Color Coat Base 100 16/20
La Habra Exterior Stucco Color Coat Base 200 16/20

ATTACHMENT B

All-Star Concrete Mix
Cemex Plastic Cement
Cemex Portland Cement Type I/II/V
Colton Block Cement
Colton High Early Cement Type III
Earth Essential Polymeric Jointing Sand
FastSet All-Crete
Fence Factory Concrete Mix -- Gold Label
Fence Factory Fence Post Mix
Hardscape Polymeric Jointing Sand
HD Supply Fence Post Mix
HUB Premium 3500 PSI Concrete Mix
Lehigh White Cement
MENDO CRETE Concrete Mix
MENDO CRETE Post Mix Concrete
Paragon 2500 PSI Concrete Mix
Paragon 2500 PSI Concrete Mix
Paragon 3500 PSI Concrete Mix
Paragon 4000 PSI Concrete Mix
Paragon Fast-Setting High Strength Concrete Mix
Paragon Foam Coat
Paragon Multi Set Mortar Grey
Paragon Plastic Cement
Paragon Portland Cement Type I-II-V
Paragon Premium Set Mortar Grey
Paragon Premium Thin Set Mortar Gray
Paragon Premium Thin Set Mortar White
Paragon Proset Thinset Mortar Grey
Paragon Proset Thinset Mortar White
Paragon Red Mason Mix
Paragon Super 5000 Concrete Mix
Paragon Tan Mason Mix
Paragon Thin Set Mortar White
QUIKRETE® 5000 Concrete Mix
QUIKRETE® Anchoring Cement
QUIKRETE® Architectural Finish
QUIKRETE® Basic Concrete Mix
QUIKRETE® Concrete Countertop Mix
QUIKRETE® Concrete Resurfacer

QUIKRETE® Crack Resistant Concrete Mix
QUIKRETE® Deck Mud
QUIKRETE® Exterior Use Anchoring Cement
QUIKRETE® FastSet Concrete Mix
QUIKRETE® FastSet Repair Mortar
QUIKRETE® Fast-Setting Concrete Mix
QUIKRETE® Fence Post Concrete Mix
QUIKRETE® Glass Block Mortar Mix
QUIKRETE® Green Concrete Mix
QUIKRETE® Heavy Duty Masonry Coating -- Gray
QUIKRETE® Heavy Duty Masonry Coating - White
QUIKRETE® Mason Mix S Colored
QUIKRETE® Mason Mix Type M Mortar
QUIKRETE® Mason Mix Type S
QUIKRETE® Mason Mix Type S Mortar
QUIKRETE® Maximum Yield Concrete Mix
QUIKRETE® Mortar Mix
QUIKRETE® Multi-purpose Concrete Resurfacer
QUIKRETE® Multi-Purpose Thin Set
QUIKRETE® Plastic Cement
QUIKRETE® Polymer Modified Veneer Stone Mortar
QUIKRETE® Portland Cement Type I/II
QUIKRETE® Portland Cement Type II/V
QUIKRETE® Premium Plastering Cement
QUIKRETE® ProFinish 5000 Concrete Mix
QUIKRETE® ProFinish Blended Mason Mix
QUIKRETE® ProFinish Crack Resistant Concrete Mix
QUIKRETE® Quick-Setting Cement
QUIKRETE® Quick-Setting Cement
QUIKRETE® Ready-To-Use Concrete Mix
QUIKRETE® Sand/Topping Mix
QUIKRETE® Scrim Rip-Rap
QUIKRETE® Self-Leveling Floor Resurfacer
QUIKRETE® Self-Leveling Floor Resurfacer - Fast-Setting
QUIKRETE® Thin Set -- Sanded Formula
QUIKRETE® Thin Set White -- Sanded Formula
QUIKRETE® Veneer Stone Mortar
QUIKRETE® Wall Float
QUIKRETE® Zip n Mix Repair Mortar
QUIKWALL® Surface Bonding Cement -- Gray
QUIKWALL® Surface Bonding Cement - White

RED-E-CRETE 2500 PSI Concrete Mix
RED-E-CRETE 3500 PSI Concrete Mix
RED-E-CRETE Concrete
Shamrock Portland Type I-II-V
Tile Setter Toy Store Deck Mud

ATTACHMENT C

Tile Setter Toy Store Fat Mud

QUIKRETE® Hydraulic Water-Stop Cement

QUIKRETE® Vinyl Concrete Patcher

QUIKRETE® Fast-Set Underlayment

QUIKRETE® Precision Non-Shrink Grout

QUIKRETE® Non-Shrink General Purpose Grout

QUIKRETE® Self Consolidating Core Fill Grout

QUIKRETE® Core Fill Grout – Fine

QUIKRETE® FastSet Non-Shrink Grout

QUIKRETE® Stucco Scratch & Brown Base Coat

QUIKRETE® Stucco Pump Grade Base Coat

QUIKRETE® Stucco Scratch & Brown Base Coat

QUIKRETE® Stucco Scratch & Brown Base Coat with Water-Stop

QUIKRETE® Stucco One Coat Fiber Reinforced Stucco

QUIKRETE® Stucco Finish Coat – White Base

QUIKRETE® Stucco Finish Coat – White Base 16/20

QUIKRETE® Stucco Finish Coat – Gray Base

QUIKRETE® Stucco Finish Coat – Gray Base 16/20

QUIKRETE® Stucco

La Habra Exterior Stucco Color Coat Base 100 16/20

La Habra Exterior Stucco Color Coat Base 200 16/20

ATTACHMENT D

Precautions / Precauciones:

¡IMPORTANTE! Read before using. This product contains portland cement. Contact with freshly mixed product can cause severe burns. Avoid direct contact with skin and eyes. If this product should contact eyes, immediately flush with water for at least 15 minutes and consult a physician. For skin exposure, wash promptly with plenty of soap and water. Remove soaked clothing promptly. If this product burns your skin, see a physician immediately.

This product may contain silica. Silica dust if inhaled may cause respiratory or other health problems. Prolonged inhalation may cause delayed lung injury, including silicosis and possibly cancer.

A N95 approved dust mask, eye protection, and rubber boots and gloves are recommended when using this product.

Material Safety Data Sheets can be viewed online at www.quickrete.com

KEEP OUT OF REACH OF CHILDREN

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

¡IMPORTANTE! Leer antes de usar. Este producto contiene cemento Portland. El contacto con este producto recién mezclado puede causar quemaduras graves. Evítese el contacto directo con la piel o los ojos. Si este producto entra en contacto con los ojos, lavarlos con agua corriente y sin demora, durante al menos 15 minutos, y consultar con un médico. En caso de exposición de la piel, lavarla con agua y jabón en abundancia, sin demora.

Este producto podría contener sílice. La inhalación de polvo de sílice podría causar problemas respiratorios o otros problemas de salud. La inhalación prolongada de polvo de sílice podría causar lesiones pulmonares a largo plazo, incluyendo silicosis, y posiblemente, cáncer. Se recomienda usar una mascarilla contra polvo N95 aprobada, protección para los ojos y botas y guantes de goma para utilizar este producto.

Puede ver en línea la hoja de datos sobre la seguridad de los materiales, en www.quickrete.com.

¡MANTENER FUERA DEL ALCANCE DE LOS NIÑOS

ADVERTENCIA: Este producto contiene químicos conocidos en el estado de California como causantes de cáncer y de defectos congénitos o daños reproductivos de otro tipo.

32 cms.



10 cms.
fold 2cm



48.5 cms.

32 cms.



10 cms.
fold 2cm

43.5 cms.

10014-90A

90
POUNDS
40.8 kg

Mezcla de Concreto Lista Para Su Uso
CONCRETE MIX
 Ready-To-Use
QUIKRETE

Mezcla de Concreto Lista Para Su Uso
CONCRETE MIX
 Ready-To-Use
QUIKRETE

2" Ø AGGREGATE
 Complete 2700 Table
 21 B GROUT

Ready-To-Use
CONCRETE MIX
 Mezcla de Concreto Lista Para Su Uso

QUIKRETE

Just Add Water!

QUIKRETE® (Cement mix) is a 4000 psi (27.6 MPa) 3/4" of portland cement, sand and gravel. Use for structural concrete with suitable curing, proper joint treatment, form, handling and air moisture control.

- High Strength Blend
- Meets the Requirements of ASTM C494, 4000 psi (27.6 MPa)
- 3/4" Aggregate
- Manufactured in accordance with ASTM C125-87a



WARNING: CAN CAUSE SERIOUS INJURY TO SKIN AND EYES. See additional precautions on the side of this bag.

ADVERTENCIA: PUEDE CAUSAR LESIONES GRAVES A LA PIEL Y A LOS OJOS. Véase la precaución adicional en la parte lateral de esta bolsa.

NET WT. 90 LB (40.8 kg)

90
POUNDS
40.8 kg

Mezcla de Concreto Lista Para Su Uso
CONCRETE MIX
 Ready-To-Use
QUIKRETE

Mezcla de Concreto Lista Para Su Uso
CONCRETE MIX
 Ready-To-Use
QUIKRETE

QUIKRETE
 Ready-To-Use
CONCRETE MIX
 Mezcla de Concreto Lista Para Su Uso

QUIKRETE
 Ready-To-Use
CONCRETE MIX
 Mezcla de Concreto Lista Para Su Uso

90
POUNDS
40.8 kg

QUIKRETE
Ready-To-Use
GREEN CONCRETE MIX
Mezcla de Concreto Lista Para Su Uso

60
Pounds
2.2 kg

No. 1101-63

No. 1101-63

Ready-To-Use

CONCRETE MIX
QUIKRETE

Mezcla de Concreto Lista Para Su Uso



Just Add Water!

QUIKRETE Green Concrete Mix is a 100% (0.43 mpa) blend of recycled aggregate, sand, fly ash and portland cement containing 50% recycled material.

Structural and workability are similar to standard concrete.

Use for general concrete work:

- Scaffolding
- Slabs
- Sidewalks
- Paths
- Floors
- Footings

*Based on compression strength requirements of ASTM C409

QUICKRETE GREEN CONCRETE MIX
100% Recycled Aggregate
50% Recycled Material
100% Recycled Fly Ash
100% Recycled Sand
100% Recycled Portland Cement

NET WT. 60 lb (27.2 kg)

QUIKRETE
Ready-To-Use
GREEN CONCRETE MIX
Mezcla de Concreto Lista Para Su Uso

60
Pounds
2.2 kg

QUIKRETE
Ready-To-Use
GREEN CONCRETE MIX
Mezcla de Concreto Lista Para Su Uso

60
Pounds
2.2 kg

No. 1101-63

QUIKRETE
Ready-To-Use
GREEN CONCRETE MIX
Mezcla de Concreto Lista Para Su Uso

60
Pounds
2.2 kg

No. 1101-63

QUIKRETE
Ready-To-Use
GREEN CONCRETE MIX
Mezcla de Concreto Lista Para Su Uso

60
Pounds
2.2 kg

No. 1101-63

QUIKRETE
Ready-To-Use
GREEN CONCRETE MIX
Mezcla de Concreto Lista Para Su Uso

60
Pounds
2.2 kg

QUIKRETE
Ready-To-Use
GREEN CONCRETE MIX
Mezcla de Concreto Lista Para Su Uso

60
Pounds
2.2 kg

No. 1101-63

0-0018-1111-6

QUIKRETE GREEN CONCRETE MIX

50 POUNDS 22.7 kg

QUIKWALL

SURFACE BONDING CEMENT

WHITE

Cemento de Ligazón a Superficies

No. 1220

No. 1220

SURFACE BONDING CEMENT

Cemento de Ligazón a Superficies

QUIKWALL

From The Makers Of **QUIKRETE**

WHITE



WARNING: CAN CAUSE SERIOUS INJURY TO SKIN AND EYES. Use advised protective gear and do not eat or drink.

ADVERTENCIA: PUEDE CAUSAR LESIONES GRAVES A LA PIEL Y A LOS OJOS. Usar los protectores adecuados y no comer o beber.

NET WT. 50 LB (22.7 kg)

QUIKWALL

SURFACE BONDING CEMENT

WHITE

Cemento de Ligazón a Superficies

No. 1220

50 POUNDS 22.7 kg

No. 1220

50 POUNDS 22.7 kg

QUIKWALL

SURFACE BONDING CEMENT

WHITE

Cemento de Ligazón a Superficies

No. 1220

50 POUNDS 22.7 kg

QUIKWALL

SURFACE BONDING CEMENT

WHITE

Cemento de Ligazón a Superficies

QUIKWALL

SURFACE BONDING CEMENT

Cemento de Ligazón a Superficies

QUIKRETE

50 POUNDS 22.7 kg

No. 1220

389

