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

18 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

19 FOR THE COUNTY OF ALAMEDA

20 AS YOU SOW,

21 Plaintiff,

22 v.

23 THE QUIKRETE COMPANIES INC.,  
24 et al.,

25 Defendants.

26 Case No. RG12637214

27 **[PROPOSED] CONSENT JUDGMENT**

28 Complex Civil Case

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

9 **4. SETTLEMENT PAYMENTS**

10 4.1 Within 30 days of the Effective Date, Quikrete shall pay \$15,000 in the form of a  
11 check made payable to As You Sow as a civil penalty pursuant to Health and Safety Code Section  
12 25249.7(b). AYS shall remit seventy-five percent (75%) of this amount to the State of California  
13 pursuant to Health and Safety Code Section 25249.12(b), equal to \$11,250, with AYS retaining  
14 \$3,750.

15 4.2 Additional Payment: Additionally, within 30 days of the Effective Date, Quikrete  
16 shall pay \$50,000 to AYS, with this amount to be used by AYS for grants to California non-profit  
17 organizations and by the AYS Environmental Enforcement Fund. These funds shall not be  
18 construed as forfeitures, fines, or penalties, and shall be used to reduce or remediate exposures to  
19 toxic chemicals and to increase consumer, worker and community awareness of the health hazards  
20 posed by toxic chemicals in California. In deciding among the grant proposals, the As You Sow  
21 Board of Directors ("Board") takes into consideration a number of important factors, including: (1)  
22 the nexus between the harm done in the underlying case(s), and the grant program work; (2) the  
23 potential for toxics reduction, prevention, remediation or education benefits to California citizens  
24 from the proposal; (3) the budget requirements of the proposed grantee and the alternate funding  
25 sources available to it for its project; and (4) the Board's assessment of the proposed grantee's  
26 chances for success in its program work. AYS shall ensure that all funds will be disbursed and  
27 used in accordance with AYS's mission statement, articles of incorporation, and bylaws and  
28 applicable state and federal laws and regulations to promote awareness of and responses to the

1 health hazards posed by toxic chemicals in California. These payments shall not be construed as a  
2 credit against the personal claims of absent third parties for restitution against Defendant.

3 4.3 Within 30 days of the Effective date, Quikrete shall pay \$58,000 in the form of a  
4 check made payable to the Altshuler Berzon LLP Attorney-Client Trust Account as reimbursement  
5 for plaintiff's attorneys' fees, investigation costs, and other reasonable litigation costs and  
6 expenses.

7 **5. ENFORCEMENT OF CONSENT JUDGMENT**

8 5.1 The Parties may, by motion filed in this Court, enforce the terms and conditions of  
9 this Consent Judgment. Prior to the filing of any such motion, in the event a dispute arises with  
10 respect to any of the provisions of this Consent Judgment, the Parties shall meet and confer within  
11 10 days after either Party receives written notice of an alleged violation of this Agreement. If As  
12 You Sow or Quikrete is successful in enforcing this Consent Judgment, the prevailing party shall  
13 be entitled to recover its costs and reasonable attorneys' fees.

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

15 6.1 As to the Covered Products identified in Attachment B, this Consent Judgment is a  
16 full, final, and binding resolution between AYS and The Quikrete Companies, Inc., Quikrete  
17 International, Inc., and Quikrete California, LLC, their parents, subsidiaries, affiliates, divisions,  
18 and their shareholders, officers, directors, employees, agents, insurers and representatives, and their  
19 successors and assigns ("Quikrete Releasees"), any entities with which Quikrete Releasees have, as  
20 of the date of this Consent Judgment, entered into private labeling agreements for sale or  
21 distribution of Covered Products identified in Attachment B for consumer use in the State of  
22 California, and all entities to whom the Quikrete Releasees distribute or sell the Covered Products  
23 identified in Attachment B, including but not limited to distributors, wholesalers, customers,  
24 retailers, franchisees, and cooperative members ("Downstream Releasees"), of all claims brought  
25 or which could have been brought by AYS in the public interest for any violation of Proposition 65  
26 or California Business and Professions Code Sections 17200 *et seq.* based on the alleged failure to  
27 provide clear and reasonable warnings of exposure to chromium and arsenic in the Covered  
28 Products identified in Attachment B distributed or sold by Quikrete for consumer use before the

1 Effective Date. For purposes of this Consent Judgment, the term "affiliate" with respect to any  
2 Quikrete Releasee is defined as any entity directly or indirectly controlling, controlled by, or under  
3 common control together with any Quikrete Releasee. As You Sow does not have any affiliates.

4 6.2 Upon entry of the Consent Judgment, the Parties waive their respective rights to a  
5 hearing or trial on the allegations of the Complaint.

6 6.3 As You Sow agrees that it will not initiate, maintain, prosecute or otherwise  
7 participate in or support the institution, maintenance or pursuit of any action or claim against  
8 Quikrete pursuant to Proposition 65 or California Business and Professions Code Sections 17200 *et*  
9 *seq.* based on the alleged failure to provide clear and reasonable warnings of exposure to chromium  
10 and arsenic in the Covered Products identified in Attachment C distributed or sold by Quikrete for  
11 consumer use before the Effective Date.

12 6.4 As You Sow by signature of the Consent Judgment, hereby waives its rights  
13 including any rights set forth in Paragraph 6.3 above under California Civil Code Section 1542  
14 with full knowledge and intent of doing so. California Civil Code Section 1542 states:

15 "1542. A general release does not extend to claims which the  
16 creditor does not know or suspect to exist in his or her favor at the  
17 time of executing the release, which if known by him or her must  
18 have materially affected his or her settlement with the debtor."

19 **7. GOVERNING LAW AND CONSTRUCTION**

20 7.1 This Consent Judgment shall be governed by, and construed in accordance with, the  
21 laws of the State of California.

22 7.2 The Parties, including their counsel, have participated in the preparation of this  
23 Consent Judgment which is the result of the joint efforts of the Parties. This Consent Judgment  
24 was subject to revision and modification by the Parties and has been accepted and approved as to  
25 form by the Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this  
26 Consent Judgment shall not be interpreted against any Party as a result of the manner of the  
27 preparation of this Consent Judgment.

28



1 **8. MODIFICATION OF CONSENT JUDGMENT**

2 8.1 This Consent Judgment may be modified only upon written agreement of the Parties  
3 with approval of the Court, or pursuant to court order issued upon noticed motion of a Party for  
4 good cause shown and upon entry of a modified Consent Judgment by the Court. Any Party  
5 seeking to modify this Consent Judgment shall meet and confer in good faith with the other Party  
6 prior to filing a motion to modify the Consent Judgment and attempt to resolve any differences.

7 **9. COURT APPROVAL**

8 9.1 The Court shall either approve or disapprove of this Consent Judgment in its  
9 entirety, without alteration, deletion or amendment, unless otherwise so stipulated by the Parties  
10 and their counsel. Defendants agree not to oppose this Consent Judgment.

11 9.2 In the event the Court fails to approve and order entry of the Consent Judgment  
12 without any change whatsoever (unless otherwise so stipulated by the Parties), this Consent  
13 Judgment shall become null and void upon the election of any Party and upon written notice to all  
14 of the Parties to the Action pursuant to the notice provisions herein, and shall not be introduced  
15 into evidence or otherwise used in any proceeding for any purpose.

16 **10. ENTIRE AGREEMENT**

17 10.1 The Parties declare and represent that no promise, inducement or other agreement  
18 has been made conferring any benefit upon any Party except those contained herein and that this  
19 agreement contains the entire agreement pertaining to the subject matter hereof. This agreement  
20 supersedes any prior or contemporaneous negotiations, representations, agreements and  
21 understandings of the Parties with respect to such matters, whether written or oral. The Parties  
22 acknowledge that each has not relied on any promise, representation or warranty, expressed or  
23 implied, not contained in this agreement.

24 **11. APPLICATION OF CONSENT JUDGMENT**

25 11.1 This Consent Judgment shall apply to and be binding upon the Parties hereto, their  
26 divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

27 11.2 The terms of this Consent Judgment shall not apply to Covered Products  
28 manufactured, distributed, or sold by Quikrete Releasees for use outside of California.

1 **12. ATTORNEYS' FEES**

2 12.1 Except as specifically provided in this Consent Judgment, each Party shall bear its  
3 own attorneys' fees and costs incurred in connection with the 60-day Notices and Plaintiff's  
4 Complaint.

5 **13. COMPLIANCE WITH HEALTH AND SAFETY CODE 125249.7**

6 13.1 Plaintiff shall comply with the reporting requirements referred to in Health and  
7 Safety Code section 25249.7(f) (and established in Title 11 of the California Code of Regulations  
8 sections 3000-3008), and shall move for approval of this Consent Judgment pursuant to the terms  
9 thereof.

10 13.2 Upon request by AYS, Quikrete shall provide a declaration in support of a motion to  
11 approve this Consent Judgment.

12 **14. PROVISION OF NOTICE**

13 14.1 All correspondence and notices required by this Consent Judgment to the Parties  
14 shall be sent:

15 To Plaintiff As You Sow  
As You Sow Foundation  
Attr: Danielle Fugere President and Chief Counsel  
16 1611 Telegraph Street, Suite 1450  
Oakland, CA 94612

17 With a copy to:  
18 Barbara Chisholm  
Altshuler Berzon LLP  
19 177 Post Street, Suite 300  
San Francisco, CA  
20 Tel.: (415) 421-7151

21 To Defendants The Quikrete Companies, Inc., Quikrete International, Inc.,  
and Quikrete California, LLC  
22 The Quikrete Companies, Inc.  
Will Magill  
23 One Securities Centre  
3490 Piedmont Road, Suite 1300  
24 Atlanta, GA 30305

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

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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:**

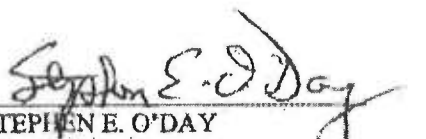
Dated: July 28, 2013.

ALTSHULER BERZON LLP

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

Dated: July 18, 2013.

SMITH, GAMBRELL & RUSSELL, LLP

By:   
STEPHEN E. O'DAY  
Attorneys for Defendants THE QUIKRETE COMPANIES, INC., QUIKRETE INTERNATIONAL, INC., and QUIKRETE CALIFORNIA LLC

1 **SO AGREED:**

2 Dated: 7/18, 2013.

**AS YOU SOW**

3  
4 By: 

5 Name: Andrew Bevilacqua  
6 Title: CEO

7 Dated: \_\_\_\_\_, 2013.

**THE QUIKRETE COMPANIES, INC.**

8  
9 By: \_\_\_\_\_

10 Name: \_\_\_\_\_  
11 Title: \_\_\_\_\_

12 Dated: \_\_\_\_\_, 2013.

**QUIKRETE INTERNATIONAL, INC.**

13  
14 By: \_\_\_\_\_

15 Name: \_\_\_\_\_  
16 Title: \_\_\_\_\_

17 Dated: \_\_\_\_\_, 2013.

**QUIKRETE CALIFORNIA, LLC**

18  
19 By: \_\_\_\_\_

20 Name: \_\_\_\_\_  
21 Title: \_\_\_\_\_

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1 SO AGREED:

2 Dated: \_\_\_\_\_, 2013.

AS YOU SOW

3 By: \_\_\_\_\_

4 Name: \_\_\_\_\_

5 Title: \_\_\_\_\_

6  
7 Dated: 7/18, 2013.

THE QUIKRETE COMPANIES, INC.

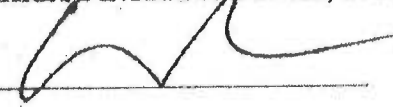
8  
9 By: 

10 Name: William R. Magill

11 Title: COO/CFO

12  
13 Dated: 7/18, 2013.

QUIKRETE INTERNATIONAL, INC.

14  
15 By: 

16 Name: William R. Magill

17 Title: COO/CFO

18  
19 Dated: 7/18, 2013.

QUIKRITE CALIFORNIA, LLC

20  
21 By: 

22 Name: William R. Magill

23 Title: COO/CFO

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**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: \_\_\_\_\_, 2013.

\_\_\_\_\_  
HON. STEVEN A. BRICK  
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:

**IMPORTANT! 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.quikrete.com](http://www.quikrete.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.quikrete.com](http://www.quikrete.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.



48.5 cms.

fold 2cm

32 cms.



43.5 cms.

1001439A

90 POUNDS  
40.8 kg

No. 1101

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

No. 1101

**3/8" AGGREGATE**  
Complies With Table  
**21-B-CROUT**

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

**QUIKRETE**

**Just Add Water!**

**QUIKRETE**® Concrete Mix is a 4000 psi (27.6 MPa) blend of portland cement, sand and gravel. Use for structural concrete work including setting pipes, steps, patios, sidewalks, floors, footings and all masonry cement grout.

- High Strength Blend
- Exceeds Requirements of ASTM C-1107, 4000 psi (27.6 MPa)
- 3/8" Aggregate
- Manufactured in Accordance With Table 21-B-CROUT

**WARNING: CAN CAUSE SERIOUS INJURY TO SKIN AND EYES. See additional precaution on back of this bag.**

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

**NET WT. 90 LB (40.8 kg)**

90 POUNDS  
40.8 kg

No. 1101

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

No. 1101

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

90 POUNDS  
40.8 kg

No. 1101

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

No. 1101

Q-0016-1181-B

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Back

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

**60% 100% 150%**

No. 1101-63

15711 3425

**NEW!**  
ENVIRONMENTALLY FRIENDLY

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

**QUIKRETE**  
**50%**

**Just Add Water!**

QUIKRETE® Green Concrete Mix is a 3500 psi (24.2 MPa)\* concrete mix that is pre-mixed with all the cement, sand, and aggregate you need. It's ready to use and contains 50% recycled material.

Set-time and workability are similar to standard concrete.

Use for general concrete work:

- Setting Posts
- Sidewalks
- Patios
- Floors
- Footings

\*Exceeds the compressive strength requirements of ASTM C387

WARNING: CAN CAUSE SERIOUS INJURY. Avoid contact with eyes, skin, and clothing. If contact occurs, flush immediately with water. For more information, see the Safety Data Sheet (SDS) on the back of the bag.

NET WT. **60 LB (27.2 kg)**

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

No. 1101-63

15711 3425

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

**60% 100% 150%**

No. 1101-63

15711 3425

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

**60% 100% 150%**

No. 1101-63

15711 3425

**GRAPHIC PACKAGING**  
15711 3425  
15711 3425

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

**60% 100% 150%**

No. 1101-63

15711 3425

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

**60% 100% 150%**

No. 1101-63

15711 3425



**QUIKWALL**  
 SURFACE BONDING CEMENT  
 WHITE  
 Cemento de Ligazón a Superficies  
 No. 1230  
 50 POUNDS  
 22.7 kg

No. 1230

# 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 additional protective and first aid as back panel.  
**ADVERTENCIA: PUEDE CAUSAR LESIONES GRAVES A LA PIEL Y A LOS OJOS**  
 Véase las precauciones adicionales y los primeros auxilios al dorso del panel.  
 NET WT. 50 LB (22.7 kg)

**QUIKWALL**  
 SURFACE BONDING CEMENT  
 WHITE  
 Cemento de Ligazón a Superficies  
 No. 1230  
 50 POUNDS  
 22.7 kg

50 POUNDS  
 22.7 kg

**QUIKWALL**  
 SURFACE BONDING CEMENT  
 WHITE  
 Cemento de Ligazón a Superficies  
 No. 1230  
 50 POUNDS  
 22.7 kg

**QUIKWALL**  
 SURFACE BONDING CEMENT  
 WHITE  
 Cemento de Ligazón a Superficies  
 No. 1230  
 50 POUNDS  
 22.7 kg

**QUIKWALL**  
 SURFACE BONDING CEMENT  
 Cemento de Ligazón a Superficies

**QUIKRETE.COM**  
 Don't know it? Don't mean it. Follow. IDEAS • ADVICE • INSTRUCTIONS

**50 POUNDS**  
**22.7 kg**



# PORTLAND CEMENT

## TYPE I/II

Cemento Portland Tipo I/II

**NET WEIGHT (NET WT.) 94 LBS (42.6 kg)**

**PRODUCT DESCRIPTION:** QUIKRETE® Portland Cement is a hydraulic cement conforming to the requirements of ASTM C-150 and Federal Specification C-150. It is suitable for use in all types of concrete.

**COMPLIES WITH:** ASTM C-150 and Federal Specification C-150

**NET WEIGHT (NET WT.) 94 LBS (42.6 kg)**

**NET WEIGHT (NET WT.) 94 LBS (42.6 kg)**

**NET WEIGHT (NET WT.) 94 LBS (42.6 kg)**

**NET WEIGHT (NET WT.) 94 LBS (42.6 kg)**

**QUIKRETE.COM**

Do-It-Yourself doesn't mean Go-Home!

**QUIKRETE.COM**

**PREPARATION:** QUIKRETE should be stored in a cool, dry place. It should not be exposed to moisture. The cement should be kept in its original container until ready for use.

**APPLICATION:** QUIKRETE is used in all types of concrete. It is suitable for use in all types of concrete.

**SAFETY:** QUIKRETE is a dry powder and should be kept away from moisture. It should not be inhaled or ingested.

No. 1124

**94 POUNDS**

42.6 kg

**QUIKRETE** COMMERCIAL GRADE

PORTLAND CEMENT

Cemento Portland Tipo I/II

TYPE I/II

Complies with Current ASTM C-150 and Federal Specifications for Portland Cement

NET WT. 94 LB (42.6 kg)

**94 POUNDS**

42.6 kg

NET WT. 94 LB (42.6 kg)

Complies with Current ASTM C-150 and Federal Specifications for Portland Cement

The Main Ingredient for Concrete

**TYPE I/II**

**QUIKRETE** COMMERCIAL GRADE

PORTLAND CEMENT

Cemento Portland Tipo I/II

No. 1124

**QUIKRETE** COMMERCIAL GRADE

PORTLAND CEMENT

Cemento Portland Tipo I/II

TYPE I/II

Complies with Current ASTM C-150 and Federal Specifications for Portland Cement

NET WT. 94 LB (42.6 kg)

**94 POUNDS**

42.6 kg

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