



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

A. G. Kawamura, Secretary

April 9, 2008

DMS NOTICE
QC-08-3

Discard: Retain

TO WEIGHTS AND MEASURES OFFICIALS

SUBJECT: 3M Company Settlement

We have attached the stipulated final judgment and permanent injunction against 3M Company for violations of the Fair Packaging and Labeling Act. We are very pleased with the fine work done by Fresno County Deputy District Attorney Alan Yengoyen and others representing the District Attorney in negotiating this settlement.

We remind counties that settlements such as these will only be reflected in the annual report, if the lead (prosecuting) counties, in this case Fresno, enter the information in their monthly reports. There is currently no other way for the program to enter the settlement data into the monthly and annual activities.

Sincerely,

Edmund E. Williams
Acting Director

cc: QC Special Investigators
Kevin Masuhara, Director, County Liaison Office
Ron Flores, Program Supervisor



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ATTORNEYS FOR PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO**

THE PEOPLE OF THE STATE OF CALIFORNIA,)	CASE NO.
)	
Plaintiff,)	STIPULATED FINAL JUDGMENT
)	AND PERMANENT INJUNCTION
vs.)	
)	
3M COMPANY, a Delaware corporation, and)	
DOES 1 through 10)	
)	
Defendants.)	
)	

Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, appearing through its attorney, Elizabeth A. Egan, Fresno County District Attorney, through Alan Yengoyan, Deputy District Attorney, and Defendant 3M COMPANY, appearing through its California attorney James Mattesich of the law firm Greenberg Traurig, LLP, and All parties having stipulated and consented to this Stipulated Final Judgment without the taking of any evidence regarding any issue of law or fact; and The Court having considered the pleadings, the stipulation of the parties, and good cause appearing:

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IT IS HEREBY ORDERED THAT:

JURISDICTION

1. This Court has jurisdiction of the parties to this Stipulated Final Judgment and Permanent Injunction and of the subject matter in this action, and that the injunctive provisions in this Judgment are issued pursuant to Business and Professions Code § 17203.

APPLICABILITY

2. The provisions of this Stipulated Final Judgment and Permanent Injunction shall apply to the Defendant 3M COMPANY and to its successors, subsidiaries, divisions, officers, directors, agents, employees, representatives, and all other persons and entities who act in concert with said Defendant who have actual or constructive notice of this Stipulated Final Judgment and Permanent Injunction, collectively referred herein as 3M.

INJUNCTION

3. Pursuant to Business and Professions Code § 17203, as of the 30th day from the effective date of this stipulated judgment, 3M is hereby permanently enjoined and restrained by this Stipulated Final Judgment and Permanent Injunction in the State of California from directly or indirectly doing any of the following:

A) Violating California Business and Professions Code §§ 12602, 12605, 12611, and 17500 by distributing or causing to be distributed in commerce various types and sizes of 3M's adhesive and packaging tape products using qualifying words or phrases that violate the Business and Professions Code § 12605, including but not limited to "For Use" or "Use", upon individual product labels, shipping box labels, and retail shelf display boxes appearing in conjunction with a separate statement of the net quantity of contents required by Business and Professions Code § 12603(b).

B) Notwithstanding any other terms and provisions of this stipulated judgment, 3M shall not be required to take any action with respect to retailers who have 3M adhesive tape and packaging tape products in their possession as of the effective date of this stipulated judgment, which retailers may sell through their inventory, however, 3M shall advise in writing within 30 days of the effective date of this stipulated judgment all of its known retail sellers that 3M adhesive tapes and packaging tapes should not be advertised or represented by such retail sellers to their customers of any "use" or "for use" product statement and upon shelf display boxes as set forth in Section 3.A of this stipulated judgment, and

C) Within 30 days of the effective date of this stipulated judgment, 3M shall remove from its company internet website any and all product quantity references and descriptions that are in violation of Business and Professions Code § 12605(b) as set forth in Section 3.A of this stipulated judgment.

D) Within 30 days of the effective date of this stipulated judgment, 3M shall advise in writing all known wholesale and retail sellers that advertise 3M's adhesive and packaging tapes that they should remove from their respective catalogs and internet websites any "Use" or "For Use" product description statements as set forth in Section 3.A of this stipulated judgment.

CIVIL PENALTIES AND COSTS

4. 3M shall pay a civil penalty to the Plaintiff in the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000) pursuant to Business and Professions Code §§ 17206 and 17536 payable to the "Fresno County District Attorney" in full within 30 days of the effective date of this Judgment and delivered to the Fresno County District Attorney's Office, Consumer and Environmental Protection Division, 1250 Van Ness Avenue, Second Floor, Fresno, California 93721.

5. Recognizing the infeasibility of identifying customers that purchased the 3M products that are the subject of the Complaint, and the impracticality of providing direct restitution to said consumers, and the disproportionate costs of making restitution to individual consumers, which would far exceed the benefit consumers would gain, pursuant to Business and Professions Code §§ 17203 and 17535, 3M shall pay SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) as and for cy pres restitution to the California Agriculture Commissioner and Sealer's Association Quantity Control Trust Fund established pursuant to the Judgment in the case of People of the State of California v. Safeway, Inc., et al, Sonoma County Superior Court case number 233008, filed July 7, 2003 by delivery to the Fresno County District Attorney within 30 days of the effective date of this Judgment.

6. 3M shall pay the Department of Measurement Standards of the California Department of Food and Agriculture the sum of EIGHTEEN THOUSAND DOLLARS (\$18,000) as and for the cost of inspection and investigation incurred in this case within 30 days of the effective date of this Judgment by delivery to the Fresno County District Attorney.

7. Each party shall bear their own costs of suit incurred in this case, except that 3M shall pay filing fees in the amount of SIX HUNDRED FORTY DOLLARS (\$640.00) payable to the "Fresno County Superior Court" upon execution by the parties of the Stipulation for Entry of Final Judgment.

NO ADMISSION OF LIABILITY

8. This Judgment is not to be construed as an admission of liability by any party. This Judgment was entered into as a result of a stipulation of the parties, without admissions of fact or law, and without any admission by the Defendant or by any related party of liability, wrongdoing, illegality, or of any fact alleged in the Complaint.

RELEASE

9. Plaintiff, The People of the State of California, agrees that this Judgment shall have a res judicata effect and further agrees to release and discharge Defendant 3M Company and its parents, subsidiaries, affiliates, officers, employees, agents,

representatives, successors and assigns, and all persons acting in concert or participation with defendant who have actual knowledge of this Judgment, from any claims, suits, demands, or complaints, pertaining to, or arising from, the alleged unlawful acts and practices described in the Complaint filed contemporaneously with this Stipulated Final Judgment, which acts occurred prior to the date of entry of this Judgment.

FULL AND FINAL ADJUDICATION

10. This Judgment represents a complete and final settlement of all claims that have been brought by Plaintiff against Defendant. No circumstance or development will constitute grounds for seeking to void or overturn this Agreement, except for non-performance of the obligations contained herein or except where otherwise explicitly noted herein. This Judgment has been reviewed by the Court and the Court finds that this agreement has been entered into in good faith.

RETAINED JURISDICTION

11. Jurisdiction is retained for the purpose of enabling any party to this Judgment to apply to the Court at any time for such further orders or directions as may be necessary or appropriate for the carrying out of this Judgment, for the modification or termination of any of the injunctive provisions herein, for the enforcement of compliance herewith and for punishment of violations hereof.

12. This Judgment shall take effect immediately upon entry thereof.

DATED: _____

By: _____
JUDGE OF THE SUPERIOR COURT