

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8

IN THE MATTER OF:

Pure Maintenance Holdings, LLC
Layton, Utah

Respondent.

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Docket No. FIFRA-08-2025-0035

CONSENT AGREEMENT

I. INTRODUCTION

1. This is an administrative penalty assessment proceeding pursuant to sections 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules of Practice), as codified at 40 C.F.R. part 22.
2. The parties to this proceeding are the authorized representative of the U.S. Environmental Protection Agency, Complainant, and Pure Maintenance Holdings, LLC, (Pure Maintenance) Respondent.
3. Respondent is a limited liability company organized under the laws of the state of Utah.
4. The parties, having agreed that settlement of this action is in the public interest, consent to the entry of this consent agreement (Agreement) without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Agreement.

II. JURISDICTION

5. This Agreement is issued under the authority vested in the Administrator of the EPA by section 14(a)(1) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA, or the Act), 7 U.S.C. § 136l(a)(1). The undersigned EPA official has been duly authorized to institute this action.
6. This proceeding is subject to the Consolidated Rules of Practice, under which this proceeding may be resolved by a final order from a regional judicial officer ratifying this Agreement. The final order will simultaneously commence and conclude this proceeding. 40 C.F.R. § 22.13(b).

III. GOVERNING LAW

7. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines a "person" as "any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not."
8. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines a "pest" as "any insect, rodent, nematode, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism (except viruses, bacteria, or other living microorganisms on or in living man or other living animals) which the Administrator declares to be a pest under section 25(c)(1) of FIFRA, 7 U.S.C. § 136 w(c)(1)."
9. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines a "pesticide," in part, as "any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest[.]" *See, also*, 40 C.F.R. § 152.15.
10. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines the term "distribute or sell" to mean "to distribute, sell, offer for sale, hold for distribution, hold for sale, hold for shipment, ship, deliver for shipment, release for shipment, or receive and (having so received) deliver or offer to deliver...." *See, also*, 40 C.F.R. § 152.3.
11. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), provides that it shall be unlawful for any person in any state to distribute or sell to any person any pesticide that is not registered under section 136a of FIFRA.
12. Section 2(p) of FIFRA, 7 U.S.C. § 136(p) states that a "label" is "the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers" and "labeling" is, in part, "all labels and all other written, printed, or graphic matter (A) accompanying the pesticide or device at any time; or (B) to which reference is made on the label or in literature accompanying the pesticide...."
13. The Administrator of the EPA may assess a civil penalty of up to \$24,885 against any registrant, commercial applicator, wholesaler, dealer, retailer, or other distributor who violates any provision of FIFRA for each offense that occurred after November 2, 2015. *See* section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1); 40 C.F.R. part 19; and the Civil Monetary Penalty Inflation Adjustment Rule at 90 Fed. Reg. 1375, 1377 (January 5, 2025).

IV. ALLEGATIONS OF FACTS AND LAW

14. At all times relevant to this Agreement, Respondent was a "person" as that term is defined in section 2(s) of FIFRA, 7 U.S.C. § 136(s).

15. At all times relevant to this Agreement, Respondent operated at a facility located at 1664 Woodland Park Drive Suite 301, Layton, Utah 84041.
16. On October 20, 2020, the EPA conducted an inspection at the facility located at 1664 Woodland Park Drive Suite 301, Layton, Utah 84041 (Facility Inspection).
17. During the Facility Inspection, the EPA collected statements regarding operations, invoices, and a Licensee Instruction Manual.
18. The EPA also conducted inspections at Pure Maintenance licensees' facilities, including:
 - a. Pure Maintenance of Colorado, LLC, located at 4885 Marshall Street, Suite 106, Wheat Ridge, Colorado 80033 (July 29, 2020); and
 - b. MOLDBUSTERSUTAHIDAHO LLC (Moldbusters), located at 3547 W 6100 S, Wellsville, Utah 84339 (October 15, 2020).
19. EPA also reviewed invoices received on February 12, 2021, from No Mold Demo, a Pure Maintenance licensee located at 5077 Tranquil Stream Ct., Las Vegas, Nevada 89112.
20. During the Pure Maintenance licensees' inspections, described in paragraph 18, above, of Pure Maintenance of Colorado, LLC, and Moldbusters, the EPA identified bottles labeled with the name EverPURE.
21. The EverPURE labels examined during the inspections at the Pure Maintenance licensee inspections described in paragraph 18, above, did not bear an EPA registration number, directions for use, a warning or caution statement, an ingredient statement, nor the EPA establishment number of the facility in which they were produced.
22. During Facility Inspection, the EPA obtained a Licensee Instruction Manual that included the following language:
 - a. "Q: How long does it last? A: If all the moisture and water issues are resolved this is a very permanent solution. With minor moisture issues like high humidity or condensation on windows. We have tested it out about 6 years and have not been able to get mold growth because of the EverPURE. With major water issues you will only get about 90 days of protection."
23. During the time of the Facility Inspection, Respondent owned and operated the website, www.puremaintenance.com.
24. On January 13, 2021, the website www.puremaintenance.com included the following language:
 - a. "EverPURE™ is dry and leaves no residue but creates an antimicrobial barrier on all surfaces of the room that will ensure that for 90 days, your home of business will be germ-free."
 - b. "When any pathogens land on a surface in your home, EverPURE destroys the cell on contact."

25. The language from the Licensee Instruction Manual and the website www.puremaintenance.com demonstrates that EverPURE is a “substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.” See 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.15.
26. EverPURE is intended to be used as a pesticide and thus is a “pesticide” within the meaning of section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.15.
27. EverPURE is not registered with the EPA under section 136a of FIFRA.
28. During the Facility Inspection, the EPA obtained the following invoices from Pure Maintenance for sales of EverPURE to private individuals:
- a. Invoice #13013 (April 8, 2020);
 - b. Invoice #13063 (April 29, 2020);
 - c. Invoice #13195 (July 16, 2020);
 - d. Invoice #13222 (July 27, 2020);
 - e. Invoice #13346 (October 5, 2020);
 - f. Invoice #13358 (October 5, 2020);
 - g. Invoice #13357 (October 7, 2020);
 - h. Invoice #13361 (October 12, 2020);
 - i. Invoice #13371 (October 13, 2020);
 - j. Invoice #13359 (October 14, 2020);
 - k. Invoice #13369 (October 14, 2020);
 - l. Invoice #13382 (October 20, 2020); and
 - m. Invoice #13362 (October 20, 2020).
29. Each of the invoices in paragraph 28, above, included the name “Pure Maintenance” and the website puremaintenance.com.
30. During the July 29, 2020, inspection of Pure Maintenance of Colorado, LLC, referenced in paragraph 18, above, the EPA received the following invoices for sales of EverPURE from Pure Maintenance to Pure Maintenance of Colorado, LLC:

- a. Order # c2d9761bf3 (February 11, 2020);
 - b. Order # 61fa29eb8d (March 9, 2020);
 - c. Order # 05fbe48693 (April 13, 2020);
 - d. Order # 0e921adb75 (May 13, 2020); and
 - e. Order # 05ad6e8c27 (May 20, 2020).
31. During the inspection of MoldBusters on October 15, 2020, as referenced in paragraph 18, above, EPA obtained the following invoice for the sale of EverPURE from Pure Maintenance to MoldBusters:
- a. Order # b862135cf9 (April 24, 2020).
32. The EPA received invoices on February 12, 2021, from No Mold Demo, as referenced in paragraph 19, above, that included the following for the sale of EverPURE from Pure Maintenance to No Mold Demo:
- a. Order # e0f1645d32 (February 3, 2020);
 - b. Order # 61d94057e (February 21, 2020);
 - c. Order # f64a5e3802 (April 23, 2020); and
 - d. Order # 2a18f05d37 (July 14, 2020).
33. Each of the invoices in paragraphs 30-32, above, included the name "Pure Maintenance".
34. Based on the invoices the EPA collected and reviewed, between February 3, 2020, and October 20, 2020, Pure Maintenance sold or distributed EverPURE on at least 23 separate occasions.
35. Therefore, Respondent sold or distributed an unregistered pesticide, EverPURE, in violation of FIFRA section 12(a)(1)(A), 7 U.S.C. § 136j(a)(1)(A).

V. ALLEGED VIOLATIONS OF LAW

36. Based on the facts set forth in section IV of this Agreement, the EPA finds Respondent distributed or sold unregistered pesticides in violation of FIFRA section 12(a)(1)(A), 7 U.S.C. § 136j(a)(1)(A).

VI. TERMS OF AGREEMENT

37. For the purposes of this proceeding, Respondent:

- a. admits the jurisdictional allegations in section II of this Agreement;
- b. neither admits nor denies the alleged factual allegations in this Agreement;
- c. consents to the assessment of a civil penalty as stated below;
- d. acknowledges this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement action; and
- e. waives any right to contest the allegations in this Agreement and to appeal any final order ratifying this Agreement.

38. By signing this consent agreement, Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying the consent agreement.

39. Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), authorizes the EPA to assess a civil penalty in this matter.

40. Based on the allegations in sections IV and V above, and having considered the appropriateness of the assessed penalty to Respondent's size of businesses, the effect on Respondent's ability to continue in business, and the gravity of the violation, as required by section 14(a)(4) of FIFRA, 7 U.S.C. § 1367(a)(4), Complainant has determined the civil administrative penalty amount agreed upon below is appropriate to settle this matter.

41. This Agreement applies to Respondent and its officers, directors, employees, agents, trustees, authorized representatives, successors, and assigns. Respondent must give written notice and a copy of this Agreement to any successors-in-interest prior to transfer of any interest in the facility. Any change in ownership or corporate control of Respondent, including but not limited to, any transfer of assets or real or personal property, shall not alter Respondent's responsibilities under this Agreement.

42. The undersigned representative of Respondent certifies he or she has authority to bind Respondent to this Agreement.

43. Except as qualified by paragraph 49, below, each party shall bear its own attorneys' fees, costs, and disbursements incurred in this proceeding.

44. The parties consent to service of this Agreement and any final order ratifying it by email at the following valid email addresses: eakins.shaula@epa.gov for Complainant; and brandon@puremaintenance.com (Mr. Brandon Adams) for Respondent.

VII. TERMS OF PAYMENT

45. Respondent agrees to pay a civil penalty in the amount of \$187,258 (Assessed Penalty). Respondent consents to pay as follows:

a. The Assessed Penalty will be paid in 6 equal installments to complete payment of the entire Assessed Penalty and interest, which is assessed at the IRS standard underpayment rate. Including the Assessed Penalty and interest, the total amount that will be paid upon completion of all payments will be \$190,899.12. The first payment is due within thirty (30) days the Effective Date, defined in Section IX, below. Respondent's subsequent payments shall thereafter be due in 30-day intervals from the Effective Date.

b. Respondent shall make payments in accordance with the following schedule:

| Payment Number | Payment shall be made <i>no later than</i> | Principal Amount | Interest Amount | Total Payment Amount |
|----------------|---|---------------------|--------------------|----------------------|
| 1 | Thirty (30) days after the Effective Date. | U.S. \$31,816.52 | U.S. \$0 | U.S. \$31,816.52 |
| 2 | Sixty (60) days after the Effective Date. | U.S. \$29,995.96 | U.S. \$1,820.56 | U.S. \$31,816.52 |
| 3 | Ninety (90) days after the Effective Date. | U.S. \$31,088.29 | U.S. \$728.23 | U.S. \$31,816.52 |
| 4 | One-hundred and twenty (120) days after the Effective Date. | U.S. \$31,270.35 | U.S. \$546.17 | U.S. \$31,816.52 |
| 5 | One-hundred and fifty (150) days after the Effective Date. | U.S. \$31,452.41 | U.S. \$364.11 | U.S. \$31,816.52 |
| 6 | One-hundred and eighty (180) days after the Effective Date. | U.S. \$31,634.46 | U.S. \$182.06 | U.S. \$31,816.52 |

c. Notwithstanding Respondent's agreement to pay the Assessed Penalty in accordance with the installment schedule set forth above, Respondent may pay

the entire Assessed Penalty of \$187,258 within thirty (30) days of the Effective Date and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with any interest and other charges accrued up to the date of such full payment.

46. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

47. When making a payment, Respondent shall:

- a. Identify every payment with Respondent's name and the docket number that appears on the final order ratifying this Agreement,
- b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following persons:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 8
1595 Wynkoop Street
Denver, Colorado 80202-1129
R8_Hearing_Clerk@epa.gov

Christine Tokarz
U.S. Environmental Protection Agency, Region 8
1595 Wynkoop Street
Denver, Colorado 80202-1129
tokarz.christine@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@epa.gov

"Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been

made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.

48. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts.

- a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS standard underpayment rate; any lower rate would fail to provide Respondent adequate incentive for timely payment.
- b. Handling Charges. Respondent will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts.
- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.

49. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, EPA may take additional actions. Such actions EPA may take include, but are not limited to, the following.

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.

- c. Suspend or revoke Respondent's licenses or other privileges or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.
- d. Request that the Attorney General bring a civil action in the appropriate district court to recover the amount outstanding pursuant to 7 U.S.C. § 136l(a)(5).

50. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

51. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

VIII. EFFECT OF AGREEMENT

52. In accordance with 40 C.F.R. § 22.18(c), compliance with the final order approving this Agreement resolves Respondent's liability only for federal civil penalties for the violations specifically alleged above.

53. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the Act, any regulation, order, or permit issued pursuant to the Act, and any other federal, state, or local laws, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.

54. Nothing herein shall be construed to limit the power of the EPA to pursue injunctive or other equitable relief, or criminal sanctions, for any violations of law or to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

55. If and to the extent the EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA, the EPA reserves all its legal and equitable rights.

IX. EFFECTIVE DATE

56. This Agreement shall become effective on the date a final order ratifying this Agreement is filed with the Regional Hearing Clerk for EPA Region 8.

Consent Agreement In the Matter of PURE MAINTENANCE HOLDINGS, LLC.

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8

Date: _____

By: Cobb, David
Digitally signed by
Cobb, David
Date: 2025.04.08
13:31:20 -0600
David Cobb, Section Supervisor
Toxics and Pesticides Enforcement Section
Enforcement and Compliance Assurance
Division
For the Complainant

Respondent
PURE MAINTENANCE HOLDINGS, LLC

Date: April 7, 2025

By: Brandon Adams

Printed Name: BRANDON ADAMS