

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Sep 17, 2024

6:53 am

U.S. EPA REGION 4  
HEARING CLERK

In the Matter of:

**Purafil, Inc.,**

Respondent.

Docket No. **FIFRA-04-2024-3019(b)**

**CONSENT AGREEMENT**

**I. NATURE OF ACTION**

1. This is an administrative penalty assessment proceeding brought under Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA or the Act), as amended, 7 U.S.C. § 136/(a), and Sections 22.13(b) and 22.18 of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (Consolidated Rules), as codified at Title 40 of the Code of Federal Regulations (C.F.R.) Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions of FIFRA and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without adjudication of any issues of law or fact herein.

**II. PARTIES**

4. Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 14(a) of FIFRA, 7 U.S.C. § 136/(a).
5. Respondent is Purafil, Inc., (Purafil or Respondent), a corporation doing business in the State of Georgia. This proceeding pertains to Respondent's facility located at 2654 Weaver Way, Doraville, Georgia 30340 (Facility).

### III. GOVERNING LAW

6. The term “device” is defined in Section 2(h) of FIFRA, 7 U.S.C. § 136(h) and 40 C.F.R. § 152.500(a), to mean any instrument or contrivance (other than a firearm) which is intended for trapping, destroying, repelling, or mitigating any pest or any other form of plant or animal life (other than man and other than bacteria, virus, or other microorganism on or in living man or other living animals); but not including equipment used for the application of pesticides when sold separately therefrom.
7. The term “label” is defined in Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1), to mean the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.
8. The term “labeling” is defined in Section 2(p)(2) of FIFRA, 7 U.S.C. § 136(p)(2), to mean 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 or device.
9. The term “person” is defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), to mean any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.
10. The term “pest” is defined in Section 2(t) of FIFRA, 7 U.S.C. § 136(t), to mean 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 micro-organisms 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. § 136w(c)(1).
11. The term “pesticide” is defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u), to mean any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.
12. The term “to distribute or sell” is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), 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.
13. Pursuant to 40 C.F.R. § 152.3, “distribute or sell” is further defined to mean the acts of distributing, selling, offering for sale, holding for sale, shipping, holding for shipment, delivering for shipment, or receiving and (having so received) delivering or offering to deliver, or releasing for shipment to any person in any State.
14. Pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a, pesticides that are sold or distributed in the United States are required to be registered with the EPA.
15. Pursuant to Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A), and 40 C.F.R. § 156.10(a)(5), pesticides and devices declared subject to the Act pursuant to 40 C.F.R. § 152.500 are considered misbranded if their labeling is false or misleading in any particular, including both pesticidal and non-pesticidal claims.

16. Pursuant to 40 C.F.R. § 152.25(a), an article or substance treated with, or containing, a pesticide to protect the article or substance itself (for example, paint treated with a pesticide to protect the paint coating, or wood products treated to protect the wood against insect or fungus infestation), if the pesticide is registered for such use, has been determined to be of a character not requiring regulation under FIFRA, and is therefore exempt from all provisions of FIFRA when intended for use, and used, only in the manner specified. This is referred to as the “treated article exemption.”
17. On March 6, 2009, the EPA published Pesticide Registration Notice 2000-1 (Notice to Manufacturers, Formulators, Producers and Registrants of Pesticide Products) (PRN 2000-1) to clarify and provide guidance on the scope of the “treated article exemption.” PRN 2000-1 states that “the EPA does not regard this exemption as including articles or substances bearing implied or explicit public health claims against human pathogen.”
18. PRN 2000-1 states that the EPA considers an article or substance to make a public health claim if any of the following claims, among others, are made either explicitly or implicitly: (1) “[a] claim for the product as a sterilant, disinfectant, virucide or sanitizer, regardless of the site of use of the product, regardless of whether specific microorganisms are identified;” (2) “[a] claim of ‘antibacterial,’ ‘bactericidal,’ or ‘germicidal’ activity or references in any context to activity against germs or human pathogenic organisms implying public health related protection is made;” and (3) “[a]n unqualified claim of ‘antimicrobial’ activity.”
19. Pursuant to 40 C.F.R. § 152.500(b)(1), a device is subject to the requirements set forth in Section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1), and 40 C.F.R. Part 156, with respect to labeling.
20. Pursuant to 40 C.F.R. § 152.500(b)(5), a device is subject to the requirements set forth in Sections 12, 13, and 14 of FIFRA, 7 U.S.C. §§ 136j, 136k, and 136l, with respect to violations, enforcement activities, and penalties.
21. Pursuant to 40 C.F.R. § 156.10(a)(5)(ii) and (iv), examples of statements or representations in the labeling which constitute misbranding include, but are not limited to, respectively, a false or misleading statement concerning the effectiveness of a product as a pesticide or a device; and a false or misleading comparison with other pesticides or devices.
22. Pursuant to 40 C.F.R. § 152.15, no person may distribute or sell any pesticide product that is not registered under the Act, except as provided in 40 C.F.R. §§ 152.20, 152.25, and 152.30.
23. Pursuant to Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), it is unlawful for any person to distribute or sell to any person any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.
24. Pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), except as provided by Section 12(b) of FIFRA, 7 U.S.C. § 136j(b), it is unlawful for any person in any State to distribute or sell to any person any device that is misbranded.
25. Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), in conjunction with 40 C.F.R. Part 19, Adjustments of Civil Monetary Penalties for Inflation, authorizes the assessment of a civil penalty for violations of the Act.

#### IV. FINDINGS OF FACTS

26. Respondent is a "person" as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), and as such is subject to FIFRA and the regulations promulgated thereunder.
27. Prior to conducting an inspection of Respondent's Facility on August 1, 2022, the EPA received information indicating that Purafil had sold or distributed PuraWard PuraFilter, a filter that was treated with a registered pesticide, Agion Silver Copper Antimicrobial Type AC (EPA Reg. No. 71227-7-88165). The EPA also had obtained sales and shipping records for the PuraWard PuraFilter showing Respondent's sales or distribution of the product on one or more occasions between March and December 2020.
28. On August 1, 2022, the EPA conducted an inspection at the Facility to determine Respondent's compliance with FIFRA. During the inspection, Respondent informed the inspectors that the following air purification products marketed by Respondent had embedded within them the PuraWard PuraFilter: (a) PuraShield Smart 500; (b) PuraShield Smart 1000; (c) PuraShield 500; (d) PuraShield 1000; and (e) PuraShield Mini. Respondent asserted that the air purification products which incorporated the PuraWard PuraFilter were treated articles that met the treated article exemption.
29. During the inspection, the inspectors requested that Respondent provide labels, including labels for the outer boxes and for the inner boxes, labeling (including manuals and brochures and other labeling materials), and sales/shipping records for each of the air purification products and for the PuraWard PuraFilter. At the time of the inspection, a representative of Respondent emailed the inspectors product bulletins for several of the products that incorporated the PuraWard PuraFilter, including the PuraShield Mini, PuraShield 500, and the PuraShield Smart 1000 and PuraShield Smart 500 products, which were both included in the PuraShield Smart Bulletin. The Respondent advised the inspectors that they did not have the other requested records available at that time and would provide them after the inspection. Respondent also advised the inspectors that there was no inventory of the air purification products at Respondent's Facility as they are manufactured by other companies elsewhere.
30. During the inspection, Respondent also described an air purification device called Purabreeze Air Purifier sold and distributed by the company and stated that it kills viruses and bacteria using UV light. The inspectors requested that Respondent provide a copy of the label for the Purabreeze Air Purifier along with any labeling (including marketing materials such as bulletins, brochures, and manuals) and shipping records. Respondent stated it would provide the records after the inspection.
31. On August 17, 2022, Respondent provided multiple sales and shipping records for the air purification products listed in Paragraph 28(a)-(e) covering a two-year period between August 2020 and August 2022.
32. Product bulletins and marketing information submitted by Respondent and information posted on Respondent's websites (<https://www.purafil.com> and <https://purashield.com>) showed that each of the air purification products identified in Paragraph 28(a)-(e) contained the PuraWard PuraFilter (identified in Paragraph 27).

33. The label for the registered pesticide embedded in the PuraWard PuraFilter (Agion Silver Copper Antimicrobial Type AC (EPA Reg. No. 71227-7-88165) specifies that “[n]o finished product incorporating [this registered pesticide] may make any public health claims relating to antimicrobial activity without first obtaining an EPA registration for the finished product which permits such claims. When incorporated into treated articles, this product does not protect users of any such treated article or others against food borne or disease-causing bacteria, viruses, germs or other disease-causing organisms.”
34. The product bulletins and marketing information for the air purification products listed in Paragraph 28(a)-(e) included public health claims that the finished products contain a filter treated with a pesticide that uses “copper and silver to combat many bacteria and viruses,” and “[q]uickly and effectively remove[s] many aerosols carrying harmful viruses, bacteria, mold, and smoke from the air.” These claims go beyond the types of claims allowed under the treated article exemption set forth in 40 C.F.R. § 152.25(a) as they do not state that the pesticide incorporated into the filter in the product protects the filter itself from degradation. Instead, Respondent made explicit and/or unqualified claims that the use of these air purification products will protect human health by preventing the transmission of bacteria, mold, and viruses. Such claims indicate that the products act as, or are intended to be, antimicrobial pesticides and therefore disqualify these products from the treated articles exemption. Therefore, the products must be registered as pesticides under Section 3 of FIFRA, 7 U.S.C. §136a. However, none of these products were registered as a pesticide with the EPA.
35. On or about August 17, 2022, Respondent submitted limited labeling and marketing materials for the Purabreeze device, which displayed the URL for the PuraShield website ([www.purashield.com](http://www.purashield.com)). On several occasions between July 2022 and March 6, 2023, the EPA viewed the website and observed that the Purabreeze device was being offered for sale through the website’s “add-to-cart” feature allowing for consumers to purchase the product. The website is considered to be a form of labeling for the Purabreeze device.
36. The Purashield website and the product bulletin for the Purabreeze device included claims that Purabreeze Air Purifier uses UV light and a HEPA filter to “kill many viruses and bacteria,” and that the HEPA filter could “capture PM0.3, PM2.5 and other particulates, allergens, smoke, and aerosols carrying bacteria and viruses.” Additionally, the Purashield website stated that the device was “smarter, faster, stronger, and better. There is no competition,” and that a “unique four-step filtration captures pollutants other purifiers leave behind.”
37. The Purabreeze device labels and labeling failed to specify clearly or precisely the actual capture rates the device is capable of achieving, or the specific organisms the device has been proven to be effective against. These claims are therefore false or misleading statements concerning the effectiveness of the product as a device, pursuant to 40 C.F.R. § 156.10(a)(5)(ii). Additionally, the claims that the device is comparatively superior to other products is not substantiated, and therefore, they are false or misleading comparisons with other devices as set forth in 40 C.F.R. § 156.10(a)(5)(iv). As such, the Purabreeze device is misbranded pursuant to 40 C.F.R. § 156.10(a)(5).

## V. ALLEGED VIOLATIONS

38. The EPA alleges that Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by distributing or selling unregistered pesticides on one or more occasions as described in Section IV above.
39. The EPA alleges that Respondent violated Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), by offering for sale, and thereby distributing or selling a misbranded pesticide device on one or more occasions as described in Section IV above.

## VI. STIPULATIONS

40. The issuance of this CAFO simultaneously commences and concludes this proceeding.  
*See* 40 C.F.R. § 22.13(b).
41. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
- (a) admits that the EPA has jurisdiction over the subject matter alleged in this CAFO;
  - (b) neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
  - (c) consents to the assessment of a civil penalty as stated below;
  - (d) consents to the conditions specified in this CAFO;
  - (e) waives any right to contest the alleged violations of law set forth in Section V (Alleged Violations) of this CAFO; and
  - (f) waives its rights to appeal the Final Order accompanying this CAFO.
42. For the purpose of this proceeding, Respondent:
- (a) agrees that this CAFO states a claim upon which relief may be granted against Respondent;
  - (b) acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
  - (c) waives any right it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
  - (d) by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of FIFRA and its implementing regulations, and that all violations alleged herein, which are neither admitted nor denied, have been corrected;

(e) waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept or issue this CAFO; and

(f) agrees to comply with the terms of this CAFO.

43. In accordance with 40 C.F.R. § 22.5, the individuals named in the Certificate of Service are authorized to receive service related to this proceeding and the Parties agree to receive service by electronic means.

## VII. TERMS OF PAYMENT

44. Respondent consents to the payment of a civil penalty for the violations alleged herein, which was calculated in accordance with the Act, in the amount of **TWO HUNDRED AND EIGHTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$287,500.00)**, which is to be paid within thirty (30) days of the Effective Date of this CAFO.

45. Payment shall be made by cashier's check, certified check, by electronic funds transfer (EFT), or by Automated Clearing House (ACH) (also known as REX or remittance express). If paying by check, the check shall be payable to: Treasurer, United States of America, and the Facility name and Docket Number for this matter shall be referenced on the face of the check. If Respondent sends payment by standard U.S. Postal Service delivery, the payment shall be addressed to:

United States Environmental Protection Agency  
P.O. Box 979078  
St. Louis, Missouri 63197-9000

If Respondent sends payment by non-standard mail delivery (e.g., FedEx, DHL, UPS, USPS certified, registered, etc.), the payment shall be sent to:

U.S. Environmental Protection Agency  
Government Lockbox 979078  
3180 Rider Trail S.  
Earth City, Missouri 63045

If paying by EFT, Respondent shall transfer the payment to:

Federal Reserve Bank of New York  
ABA: 021030004  
Account Number: 68010727  
SWIFT address: FRNYUS33  
33 Liberty Street  
New York, New York 10045  
Beneficiary: Environmental Protection Agency

If paying by ACH, Respondent shall remit payment to:

US Treasury REX / Cashlink ACH Receiver  
ABA: 051036706  
Account Number: 310006, Environmental Protection Agency  
CTX Format Transaction Code 22 – checking  
Physical location of US Treasury facility:  
5700 Rivertech Court  
Riverdale, Maryland 20737  
REX (Remittance Express): 1-866-234-5681

46. Respondent shall send proof of payment, within twenty-four (24) hours of payment of the civil penalty, to:

Regional Hearing Clerk  
R4\_Regional\_Hearing\_Clerk@epa.gov

and

Kimberly Tonkovich  
Enforcement and Compliance Assurance Division  
Chemical Safety and Land Enforcement Branch  
tonkovich.kimberly@epa.gov

47. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, 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 Facility name and Docket No. FIFRA-04-2024-3019(b).

48. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to remit the civil penalty as agreed to herein, the EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the costs of processing and handling the delinquent claim. Accordingly, the EPA may require Respondent to pay the following amounts on any amount overdue:

(a) Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. If the civil penalty is paid within thirty (30) days of the Effective Date of this CAFO, interest is waived. However, if the civil penalty is not paid in full within thirty (30) days of the Effective Date of this CAFO interest will continue to accrue on any unpaid portion until the unpaid portion of the penalty and accrued interest is paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b), and 40 C.F.R. § 13.11(a).

(b) Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondent must pay a non-payment penalty of not more than six percent (6%) per annum, which will accrue from the date the penalty payment became due



and is not paid, as provided in 31 U.S.C. § 3717(e)(2) and 31 C.F.R. § 901.9(d). This non-payment penalty is in addition to charges which accrue or may accrue under subparagraphs (a) and (c) and will be assessed monthly. See 40 C.F.R. § 13.11(c).

- (c) Monthly Handling Charge. Respondent must pay a late payment handling charge to cover the administrative costs of processing and handling the delinquent claim, based on either actual or average costs incurred. See 31 C.F.R. § 901.9(c) and 40 C.F.R. § 13.11(b). Administrative costs will be assessed monthly throughout the period the debt is overdue except as provided by 40 C.F.R. § 13.12.

49. If Respondent fails to timely pay any portion of the penalty assessed under this CAFO, the EPA may:

- (a) refer the debt to a credit reporting agency or a collection agency pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136/(a) (see 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 to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds (see 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 the EPA or engaging in programs the EPA sponsors or funds (see 40 C.F.R. § 13.17); and/or
- (d) request that the Attorney General bring a civil action in the appropriate district court to recover the amount assessed pursuant to Section 14(a)(5) of FIFRA, 7 U.S.C. § 136/(a)(5).

50. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to send a completed Form 1098-F ("Fines, Penalties, and Other Amounts") to the Internal Revenue Service (IRS) annually with respect to any court order and settlement agreement (including administrative settlements), that requires a payor to pay an aggregate amount that the EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." The EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (for example, a copy of Form 1098-F). In order to provide the EPA with sufficient information to enable it to fulfill these obligations, the EPA herein requires, and Respondent herein agrees, that:

- (a) Respondent shall complete a Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- (b) Respondent shall therein certify that its completed Form W-9 includes Respondent's correct Tax Identification Number (TIN) or that Respondent has applied and is waiting for issuance of a TIN;

- (c) Respondent shall email its completed Form W-9 to the EPA Region 4's Cincinnati Finance Center contact, Jessica Henderson (henderson.jessica@epa.gov), on or before the date that Respondent's initial penalty payment is due, pursuant to Paragraph 44 of this CAFO, and the EPA recommends encrypting Form W-9 email correspondence; and
- (d) In the event that Respondent has certified in its completed Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent by the date that its initial penalty payment is due, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:
  - i. notify EPA's Cincinnati Finance Center of this fact, via email, by the date that Respondent's initial penalty payment is due; and
  - ii. provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.
- (e) Failure to comply with providing Form W-9 or Respondent's TIN may subject Respondent to a penalty. See 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1.

51. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

#### **VIII. EFFECT OF CAFO**

- 52. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.
- 53. In accordance with 40 C.F.R. § 22.18(c), full payment of the civil penalty, as provided in Section VII (Terms of Payment), shall satisfy the requirements of this CAFO; but shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.
- 54. Any violation of this CAFO may result in a civil judicial action for civil penalties as provided in Section 14(a) of the Act, 7 U.S.C. § 136l(a), as well as criminal sanctions as provided in Section 14(b) of the Act, 7 U.S.C. § 136l(b). The EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.
- 55. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of FIFRA and other federal, state, or local laws or statutes, 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, except as expressly provided herein.
- 56. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent hazard as provided under the Act.

57. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.
58. The provisions of this CAFO shall apply to and be binding upon Respondent and its successors and assigns. Respondent shall direct its officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO.
59. Any change in the legal status of Respondent, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
60. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.
61. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.
62. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
63. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
64. The EPA reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA. If such false or inaccurate material was provided, the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
65. It is the intent of the Parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.
66. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

**IX. EFFECTIVE DATE**

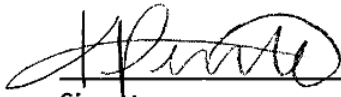
67. This CAFO shall become effective upon execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk.

**[Remainder of Page Intentionally Left Blank**

**Complainant and Respondent will Each Sign on Separate Pages]**

The foregoing Consent Agreement In the Matter of **Purafil, Inc.**, Docket Number **FIFRA-04-2024-3019(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:



Signature

9/11/2024

Date

Printed Name: Kelly Reinke

Title: PRESIDENT, PURAFIL

Address: 2659 Weaver Way  
Doraville, GA 30340

The foregoing Consent Agreement In the Matter of **Purafil, Inc.**, Docket Number **FIFRA-04-2024-3019(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

for

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Keriema S. Newman  
Director  
Enforcement and Compliance Assurance Division  
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

**Purafil, Inc.,**

Respondent.

Docket No. **FIFRA-04-2024-3019(b)**

**FINAL ORDER**

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified, and incorporated by reference into this Final Order in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, 40 C.F.R. Part 22.

Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

**BEING AGREED, IT IS SO ORDERED.**

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Regional Judicial Officer

## CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of **Purafil, Inc.**, Docket No. **FIFRA-04-2024-3019(b)**, were filed and copies of the same were emailed to the Parties as indicated below.

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