

1 THIEN HO, District Attorney
2 LISA BROWN, Deputy District Attorney (99150)
3 Office of the District Attorney, County of Sacramento
4 Consumer and Environmental Protection Division
5 906 G Street, Suite 700
6 Sacramento, CA 95814
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8 BrownL@sacda.org

FILED
Superior Court of California
County of Sacramento
06/03/2025
P. Lopez, Deputy

6 Additional Counsel for Plaintiff Listed in Appendix A

7 Attorneys for Plaintiff
8 PEOPLE OF THE STATE OF CALIFORNIA

9
10 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO**

11
12 **PEOPLE OF THE STATE OF**
13 **CALIFORNIA,**

14 Plaintiff,

15 vs.

16 **PURE MAINTENANCE HOLDINGS LLC,**
17 **PURE PRODUCTS LLC,**
18 **MICHAEL ADAMS,**
19 **BRANDON MICHAEL ADAMS**
20 **AND DOES ONE THROUGH TWENTY**

20 Defendants

Case No.: 23CV002779

**(PROPOSED) PERMANENT
INJUNCTION AND FINAL JUDGMENT
PURSUANT TO STIPULATION
BETWEEN PLAINTIFF AND
DEFENDANTS**

Dept:

21
22 Plaintiff, the People of the State of California ("Plaintiff"), by and through its
23 attorneys and Defendants appearing through authorized representative and attorney
24 ("Defendants") **HEREBY STIPULATE AND AGREE AS FOLLOWS:**

25 1. The term "Parties," as used hereafter, refers collectively to Plaintiff and
26 Defendants; "Defendants" shall include any subsidiaries or affiliated entities, and their
predecessors, successors and assigns.

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1 2. The Complaint in this Action alleges that the Defendants operated a mold
2 remediation company that advertised, sold and delivered to its licensees and members
3 of the public in Sacramento and elsewhere in the state, pesticide products in violation of
4 state and federal pesticide laws and in doing so used false and misleading
5 advertisements and committed illegal and unfair business practices as these violations
6 placed their businesses at an unfair advantage over other businesses that complied
7 with the law.

8 3. Based on these allegations, Plaintiff has alleged four separate causes of
9 action against the Defendants: (1) injunctive relief and civil penalties for violations of
10 false advertising laws in violation of section 17500, et seq. of the California Business
11 and Professions Code; (2) injunctive relief and civil penalties for violation of pesticide
12 use laws and regulations in violation of the California Food and Agricultural Code
13 Divisions 6; (3) injunctive relief and civil penalties for violation of pesticide use laws and
14 regulations in violation of the California Food and Agricultural Code Division 7, and (4)
15 injunctive relief and civil penalties for unlawful, unfair, and/or fraudulent business
16 practices in violation of section 17200, et seq. of the California Business and
17 Professions Code.

18 4. Prior to the filing of this Complaint, the Environmental Protection Agency
19 notified Defendants several times of their noncompliance and attempted to bring
20 Defendants into compliance with the law. These attempts were unsuccessful. Similarly,
21 Plaintiff's attorneys contacted Defendants several times from 2020 to the filing of the
22 complaint in 2023 and attempted to obtain their compliance but were also unsuccessful.
23 Compliance was not achieved until after the complaint herein was filed in 2023.

24 5. Plaintiff and Defendants have agreed to settle this Action on the terms set
25 forth in this Stipulated Judgment. Plaintiff believes that the resolution of the violations
26 alleged in this Action is fair and reasonable and fulfills Plaintiff's enforcement objectives
27 as to Defendants, that no further action is warranted concerning the violations alleged in
28

1 the Complaint as to Defendants except as provided pursuant to this Stipulated
2 Judgment, and that this Stipulated Judgment is in the best interests of the general
3 public.

4 6. By signing this Stipulation, Defendants hereby admit that there is a
5 sufficient factual basis set forth in the Complaint to establish liability for the four causes
6 of action set forth in the Complaint.

7 7. The Parties, in accordance with, and in reliance upon the consideration
8 and covenants contained herein, the sufficiency of which is hereby acknowledged, enter
9 into this Stipulated Judgment to fully, completely and finally resolve and settle all of the
10 matters released below.

11 8. The Parties waive any right to set aside the Final Judgment through any
12 collateral attack, and further waive their right to appeal from the Final Judgment.

13 9. This Court may enter this Order for Final Judgment and Injunction (Final
14 Judgment) before the taking of any proof and without trial or adjudication of any fact or
15 law on ex parte request of any Party and without notice to the other Parties.

16 10. This Stipulation may be signed by counsel and by the parties in
17 counterparts and on multiple signature pages. A copy of any signature, whether
18 transmitted by mail, e-mail or facsimile, shall be as valid and binding as an original
19 signature.

20 **NOW THEREFORE**, the People and Defendants having requested that this
21 Court enter this Final Judgment, and the Court having considered the Final Judgment
22 reached between the Parties, **IT IS HEREBY ORDERED, ADJUDGED, AND**
23 **DECREED AS FOLLOWS:**

24 **1.0 Jurisdiction**

25 The Parties are generally appearing before the Superior Court of California,
26 County of Sacramento, which has subject matter jurisdiction over the matters alleged in
27 this action and personal jurisdiction over the Parties to this Final Judgment. This Court
28

1 shall retain said jurisdiction under Code of Civil Procedure section 664.6 until
2 termination of this Judgment.

3 **2.0 Settlement of Disputed Claims**

4 The Parties have stipulated and consented to the entry of this Final Judgment
5 prior to the taking of any proof, and without trial or adjudication of facts or law herein.
6 The Court finds that this Final Judgment is a fair and reasonable resolution of the
7 Covered Matters (as defined in paragraph 6.0, below), and pursuant to agreement of
8 the Parties, the right to appeal is waived.

9 **3.0 Definitions**

10 Except where otherwise expressly defined in this Final Judgment, all terms shall
11 be interpreted consistent with Divisions 6 and 7 of the Food and Agricultural Code and
12 Business and Professions Code, Division 3, Chapter 14, and regulations promulgated
13 thereunder.

14 **4.0 Payment of Penalties and Costs**

15 Pursuant to Government Code section 26506, the proceeds of any civil penalties
16 or other monetary awards recovered in any civil action brought jointly in the name of the
17 People of the State of California by any combination of one or more district attorneys
18 shall be paid as approved by the Court.

19 4.1 Defendant shall pay a total of \$275,000.00 in civil penalties as follows:

20 (a) \$75,000.00 as civil penalties for false advertising in accordance
21 with Business and Professions Code section 17536.

22 (b) \$200,000.00 as civil penalties for unfair/illegal business practices
23 in accordance with Business and Professions Code sections 17203, 17206 and 17207.

24 (c) Payments shall be made in accordance with the terms of Exhibit A.

25 **4.2 Reimbursement of Costs of Investigation and Enforcement**

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1 Defendants shall pay the sum of \$150,000.00 for partial reimbursement of
2 attorney's fees, costs of investigation, and other costs of enforcement, in accordance
3 with the terms of Exhibit B.

4 **4.3 Procedure for Payment and Notice**

5 Payments imposed upon Defendants pursuant to this Paragraph shall be made
6 by certified checks and delivered to:

7
8 Office of the District Attorney, Sacramento County
9 Attention: Lisa Brown, Deputy District Attorney
10 Consumer & Environmental Protection Division
11 906 G Street, Suite 700
12 Sacramento, CA 95814

13 The payments imposed upon Defendants pursuant to Paragraph 4.1 and 4.2
14 shall be due and made payable as detailed in Exhibits C-G.

15 **4.4 Payments**

16 All payments shall be delivered to the Sacramento County District Attorney's
17 Office. Upon receipt, the Sacramento County District Attorney's Office shall be
18 responsible for disbursing the checks to the named enforcement agencies in Exhibits A-
19 G accordance with the terms of this Stipulated Judgment.

20 **4.5 IRS Form 1098-F**

21 The People will report the civil penalties through an IRS Form 1098-F, pursuant
22 to and consistent with 26 U.S.C. section 6050X. Defendant shall provide to the People
23 an IRS Form W-9 within thirty calendar days of entry of this Judgment, and any other
24 information the People reasonably required to fulfill its reporting obligations within ten
25 days of the People's request.

26 **4.6 Time is of the Essence**

27 In the event that any require payment is not received by the date it is due, or is
28 in an amount that is less than stated in this Final Judgment, and Defendant fails to cure
such failure within ten (10) days, the entire unpaid balance of the Final Judgment is

1 immediately due and payable and statutory interest of ten per cent (10%) shall accrue
2 on the entire remaining balance without further demand or notice.

3 **5.0 Injunction**

4 **5.1 Applicability**

5 The injunctive provisions of this Final Judgment are applicable to Defendants,
6 their subsidiaries and divisions, and any agent, employee, representative and all
7 persons, corporations, or other entities acting by, through, under, or on behalf of
8 Defendants and all persons in concert with or participating with Defendants with actual
9 or constructive knowledge of this injunction, only insofar as they are doing business in
10 the State of California, both their current business and at any new business. Defendants
11 are hereby enjoined pursuant to Food and Agricultural Code sections 11893, 11895 and
12 13000.1 and Business and Professions Code section 17203 and 17535 as of the
13 Effective Date of the Final Judgment entered in this action, as follows:

14 **5.2. Prohibitory Injunction**

15 Defendants shall not violate any of the laws and/or regulations detailed in
16 the First, Second, Third and Fourth Causes of Action in the complaint.

17 **5.3 Mandatory Injunction**

18 (a) Defendants shall obtain all legally required permits and licenses
19 prior to advertising or conducting any business in California.

20 (b) Defendants shall consent to all requested inspections during
21 normal business hours by any environmental regulatory agency, including, but not
22 limited to, those detailed in the complaint.

23 (c) Defendants shall notify Plaintiff, in accordance with the procedure
24 in paragraph 8.12, of any new businesses related to pesticides in California 30 days
25 prior to commencement of such operations.

26 (d) Defendants shall notify Plaintiff, in accordance with the procedure
27 in paragraph 8.12, of any sale or change of ownership of Pure Maintenance Holdings
28 LLC or Pure Products LLC within 30 days of such change.

1 (e) Defendants shall contract out or hire a compliance manager to
2 handle regulatory compliance.

3 (f) A copy of any notice of noncompliance or notice of violation by any
4 environmental regulatory agency, including but not limited to those detailed in the
5 complaint herein, shall be sent to Plaintiff within 30 days of receipt by Defendants in the
6 manner detailed in paragraph 8.12.

7 (g) As to Defendants Pure Maintenance Holdings LLC and Pure
8 Products LLC only, within 60 days of entry of judgment and on the anniversaries of the
9 entry of the Judgment for the next five years, they shall deliver to the Sacramento
10 County District Attorney's Office, as provided in paragraph 8.12, a written certification
11 under penalty of perjury, certifying that the actions described in paragraph 5.3 have
12 been complied with and that the requirements in paragraph 5.2 have not been violated.

13 (h) Defendants shall send a copy of the complaint and stipulated
14 judgment in this matter to every licensee of Pure Maintenance Holding LLC located
15 within the United States of America within 30 days of entry of judgment herein.

16 (i) Within 60 days of entry of judgment herein Defendants shall send a
17 written notice to every licensee of Pure Maintenance Holding LLC located within the
18 United States of America that any advertising they are using that was copied from the
19 Pure Maintenance Holding LLC website or training materials should be carefully
20 reviewed as much of it violated applicable laws regarding pesticides and /or false
21 statements as detailed in the complaint.

22 (j) In any training of its licensees, Defendants shall explain that the
23 only claims about the effects of the pesticides used in their services that may be made
24 are those claims that are allowed by the approved label of the pesticides used.

25 (k) Within 60 days of entry of judgment herein Defendants shall send a
26 written notice to every licensee of Pure Maintenance Holding LLC located within the
27 State of California the 2022 handout issued by the California Department of Pesticide
28

1 Regulation "Licensing and Registration Requirements, Sanitizing and Disinfection
2 Services". Defendants shall provide this handout to every new licensee of Pure
3 Maintenance Holding LLC located within the State of California within 30 days of their
4 signing a licensing agreement.

5 (l) For a period of 5 years from the date of entry of judgment herein,
6 Defendant Pure Maintenance Holding LLC shall conduct a yearly self audit of all of its
7 advertising and training to ensure that all claims and instructions are allowed by the
8 approved labels of the pesticides used, recommended or sold for its services.

9 (m) For a period of 5 years from the date of entry of judgment herein,
10 Defendant Pure Maintenance Holding LLC shall conduct a yearly self audit of all of the
11 websites of its California licensees to ensure that all claims and instructions are allowed
12 by the approved labels of the pesticides used, recommended or sold for their services
13 and to determine if there are any claims for virus, bacteria, control or disinfection as
14 those claims may require a Pest Control Business license. If any claims are found that
15 are in conflict with the approved labels or claims made for virus, bacteria, control or
16 disinfection, notice shall be given in the manner required by paragraph 8.12.

17 **6.0 Matters Covered by this Stipulated Judgment**

18 This Stipulated Judgment is a final and binding resolution and settlement of all
19 claims, alleged in this Action against Defendants up to the date of execution of this
20 Stipulated Judgment. The matters described in the previous sentence are "Covered
21 Matters". Any claim, violation, or cause of action that is not a Covered Matter is a
22 "Reserved Claim." Reserved Claims include, without limitation: (1) any unknown
23 violation, (2) any violation of the injunctive provisions of the Final Judgment entered in
24 this action, (3) any violation that occurs after the date on which the Court enters an
25 Order approving this Stipulated Judgment; and (4) any claim, violation, or cause of
26 action against Defendants' independent contractors or subcontractors. The Parties
27 reserve the right to pursue, or defend against, any reserved claim.
28

1 6.1 The provisions of Paragraph 6.0 are expressly conditioned on Defendants
2 making full payment pursuant to Paragraph 4.

3 6.2 In any subsequent action that may be brought by Plaintiff based on any
4 Reserved Claim, Defendant cannot assert that failing to pursue any Reserved Claim as
5 part of this action constitutes claim-splitting.

6 6.3 Any claims by Defendants, civil or administrative, against the People or
7 against any agency of the State of California, or any county or city in the State of
8 California, or any local agency (collectively, "Agencies"), or against any of their officers,
9 employees, representatives, agents, or attorneys, arising out of or related to any
10 Covered Matter are hereby merged into and extinguished by this Final Judgment;
11 provided, however, that if any Agencies initiate claims against Defendant, Defendant
12 retains any and all rights and defenses against such Agencies.

13 **7.0 Enforcement of Final Judgment and Penalties**

14 The People may move this Court for additional relief for any violation of
15 any portion of this Final Judgment including but not limited to contempt, additional
16 injunctive relief, consistent with the provisions of this Final Judgment. Nothing in this
17 Final Judgment shall limit any rights of the People to seek any other relief or remedies
18 provided by law or the rights of Defendants to defend against any request of the People
19 for such other relief or remedies. Prior to taking any action to enforce the injunctive
20 provisions of this Judgment by civil contempt or pursuant to Business and Professions
21 Code section 17207, Plaintiff shall provide Defendant with at least ten (10) days' notice
22 before filing any such action.

23 **8.0 Additional Provisions**

24 **8.1 Amendment**

25 This Stipulated Judgment may not be amended or modified except by a writing
26 signed by the Parties.

27 **8.2 Binding Effect**

1 This Stipulated Judgment and its terms, covenants, conditions, provisions,
2 obligations, undertakings, rights and benefits shall be binding upon and inure to the
3 benefit of the Parties and their respective successors-in-interest and assigns.

4 **8.3 Consent to Judgment**

5 Plaintiff and Defendants, by and through their respective and duly authorized
6 representatives, hereby stipulate and consent to this Stipulated Judgment.

7 **8.4 Costs and Attorney's Fees**

8 Except as specifically provided herein, each Party to this Stipulated Judgment
9 will bear its own costs and attorney's fees incurred in prosecuting, defending, and
10 settling this Action.

11 **8.5 Counterparts**

12 This Stipulated Judgment may be signed in counterparts by the Parties and/or
13 their attorneys and those counterparts when taken together shall have the same force
14 and effect as if a single, original document has been signed by the Parties.

15 **8.6 Entire Agreement**

16 This Stipulated Judgment is intended to be a final and binding resolution of the
17 subject matter set forth in this Stipulated Judgment and supersedes and replaces any
18 and all prior negotiations, confirmatory letters, and proposed agreements or final
19 agreements, whether written or oral.

20 **8.7 Entry**

21 This Judgment shall go into effect immediately upon entry hereof. Entry is
22 authorized immediately upon filing. The Parties need not file a Notice of Entry of
23 Judgment.

24 **8.8 Governing Law and Venue**

25 This Stipulated Judgment and its enforcement shall be governed by the laws of
26 the State of California exclusive of its choice of law principles. The Parties agree that
27
28

1 proper venue for any dispute or litigation arising from this Stipulated Judgment shall be
2 Sacramento, California.

3 **8.9 Jurisdiction Retained**

4 The Judge of the Sacramento County Superior Court, or any successor or
5 replacement judge appointed by the Presiding Judge of the Sacramento County
6 Superior Court, shall retain continuing jurisdiction over the Parties to enforce the terms
7 of this Stipulated Judgment and to resolve any and all disputes relating to, or arising out
8 of, this Stipulated Judgment pursuant to Code of Civil Procedure section 664.6.

9 **8.10 More Stringent Requirements**

10 Nothing in this Stipulated Judgment shall excuse Defendants from meeting any
11 more stringent requirements that may be imposed after the execution date of this
12 judgment by changes in applicable and legally binding legislation or regulations;
13 however, consistent with Paragraph 6.0, Plaintiff is releasing all claims related to such
14 additional requirements that accrued before the execution date of this Stipulated
15 Judgment.

16 **8.11 Neutral Construction**

17 The Parties acknowledge and agree that the terms and provisions of this
18 Stipulated Judgment have been negotiated and discussed between the Parties and their
19 counsel, and this Stipulated Judgment reflects their mutual agreement regarding the
20 same. No Party shall be deemed to have drafted this Stipulated Judgment, and this
21 Stipulated Judgment shall be construed neutrally and shall not be applied or interpreted
22 more strictly against one Party than another Party.

23 **8.12 Notice**

24 All notices required or permitted to be given pursuant to this Stipulated Judgment
25 shall be sent by email and by first class mail, postage prepaid, as follows:

26 //

27 //

1 If to Defendants:

2 John C. McCarron
3 Downey Brand LLP
4 621 Capitol Mall, 18th Floor
5 Sacramento, California 95814
6 jmccarron@downeybrand.com

7 If to Plaintiff:

8 Lisa Brown, Deputy District Attorney
9 Office of the District Attorney, Sacramento County
10 Consumer & Environmental Protection Division
11 906 G Street, Suite 700
12 Sacramento, CA 95814
BrownL@sacda.org

13 The Parties shall inform each other of any change in the address, email address,
14 or identity of person(s) who notice is to be directed pursuant to this section.

15 **8.13 No Waiver of Right to Enforce**

16 The failure of Plaintiff to enforce any provision of this Final Judgment shall
17 neither be deemed a waiver of such provision nor in any way affect the validity of this
18 Final Judgment. The failure of Plaintiff to enforce any such provision shall not preclude
19 them from later enforcing the same or any other provision of this Final Judgment.
20 Except as expressly provided in this Final Judgment, Defendants retain all defenses to
21 any such later enforcement action.

22 **8.14 Representations and Warranties**

23 Each Party to this Stipulated Judgment represents, warrants and agrees as
24 follows: each Party has made such investigation of the facts and matters pertaining to
25 this Stipulated Judgment as it deems necessary and is not relying on any
26 representations made by the other Parties in entering into this Stipulated Judgment;
27 each Party has had an opportunity to consult with an attorney regarding the contents of
28 this Stipulated Judgment; each Party or the responsible agent of the Party has read this

1 Stipulated Judgment and understands its contents; and each person signing this
2 Stipulated Judgment has the full authority to sign on behalf of the Party for which he or
3 she is signing and to bind that Party to the obligations and commitments set forth
4 herein.

5 **8.15 Waiver of Terms**

6 A waiver of any term or condition of this Stipulated Judgment shall not be
7 deemed to be a waiver of any other term or condition of this Stipulated Judgment or as
8 to the future applicability of such term or condition unless agreed to in writing by the
9 waiving Party.

10 **IT IS SO STIPULATED.**

11
12 For the Plaintiff:

13
14 Dated: 3/28/2025

THIEN HO
Sacramento County District Attorney

15
16 By: 
17 Lisa Brown, Deputy District Attorney

18
19 Dated: 3/10/2025

LISA A. SMITTCAMP
Fresno County District Attorney

20
21 By: 
22 Adam Kook, Deputy District Attorney

23 NATHAN HOCHMAN
Los Angeles County District Attorney

24
25 Dated: _____

By: _____
Louis Morin, Deputy District Attorney

1 Stipulated Judgment and understands its contents, and each person signing this
2 Stipulated Judgment has the full authority to sign on behalf of the Party for which he or
3 she is signing and to bind that Party to the obligations and commitments set forth
4 herein

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6 A waiver of any term or condition of this Stipulated Judgment shall not be
7 deemed to be a waiver of any other term or condition of this Stipulated Judgment or as
8 to the future applicability of such term or condition unless agreed to in writing by the
9 waiving Party

10 **IT IS SO STIPULATED.**

11
12 For the Plaintiff

13
14 Dated

THIEN HO
Sacramento County District Attorney

15
16 By _____
17 Lisa Brown, Deputy District Attorney


18
19 Dated

LISA A. SMITTCAMP
Fresno County District Attorney

20
21 By _____
22 Adam Kook, Deputy District Attorney

23 NATHAN HOCHMAN
24 Los Angeles County District Attorney

25 Dated 4/1/25

26 By 
27 Louis Morin, Deputy District Attorney

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RODRIGO CASTRO SILVA
Los Angeles County Counsel

Dated 4-10-25

By J. Malone
Jennifer Malone, Senior Deputy Counsel

TODD SPITZER
Orange County District Attorney

Dated _____

By _____
Alicia Berry, Deputy District Attorney

MICHAEL A. HESTRIN
Riverside County District Attorney

Dated _____

By _____
Lauren R. Martineau, Deputy District Attorney

JOYCE E. DUDLEY
Santa Barbara County District Attorney

Dated _____

By _____
Christopher B. Dalbey, Deputy District Attorney

JASON ANDERSON
San Bernardino County District Attorney

Dated _____

By _____
Rick C. Lal, Deputy District Attorney

SUMMER STEPHAN
San Diego County District Attorney

Dated _____

By _____
Colleen Huschke, Deputy District Attorney

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RODRIGO CASTRO SILVA
Los Angeles County Counsel

Dated: _____

By: _____
Jennifer Malone, Senior Deputy Counsel

TODD SPITZER
Orange County District Attorney

Dated: _____

By: _____
Alicia Berry, Deputy District Attorney

MICHAEL A. HESTRIN
Riverside County District Attorney

Dated: March 10, 2025

By:  _____
Lauren R. Martineau, Deputy District Attorney

JOYCE E. DUDLEY
Santa Barbara County District Attorney

Dated: _____

By: _____
Christopher B. Dalbey, Deputy District Attorney

JASON ANDERSON
San Bernardino County District Attorney

Dated: _____

By: _____
Rick C. Lal, Deputy District Attorney

SUMMER STEPHAN
San Diego County District Attorney

Dated: _____

By: _____
Colleen Huschke, Deputy District Attorney

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RODRIGO CASTRO SILVA
Los Angeles County Counsel

Dated: _____

By: _____
Jennifer Malone, Senior Deputy Counsel

TODD SPITZER
Orange County District Attorney

Dated: _____

By: _____
Alicia Berry, Deputy District Attorney

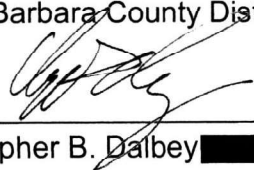
MICHAEL A. HESTRIN
Riverside County District Attorney

Dated: _____

By: _____
Lauren R. Martineau, Deputy District Attorney

JOHN T. SAVRNOCH
Santa Barbara County District Attorney

Dated: March 10, 2025

By:  _____
Christopher B. Dalbey, Deputy District Attorney

JASON ANDERSON
San Bernardino County District Attorney

Dated: _____

By: _____
Rick C. Lal, Deputy District Attorney

SUMMER STEPHAN
San Diego County District Attorney

Dated: _____

By: _____
Colleen Huschke, Deputy District Attorney

RODRIGO CASTRO SILVA
Los Angeles County Counsel

Dated _____

By _____
Jennifer Malone, Senior Deputy Counsel

TODD SPITZER
Orange County District Attorney

Dated _____

By _____
Alicia Berry, Deputy District Attorney

MICHAEL A. HESTRIN
Riverside County District Attorney

Dated _____

By _____
Lauren R. Martineau, Deputy District Attorney

JOYCE E. DUDLEY
Santa Barbara County District Attorney

Dated _____

By _____
Christopher B. Dalbey, Deputy District Attorney

JASON ANDERSON
San Bernardino County District Attorney

Dated: 3/28/2025

By Rick Lal
Rick C. Lal, Deputy District Attorney

SUMMER STEPHAN
San Diego County District Attorney

Dated _____

By _____
Colleen Huschke, Deputy District Attorney

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RODRIGO CASTRO SILVA
Los Angeles County Counsel

Dated: _____

By: _____
Jennifer Malone, Senior Deputy Counsel

TODD SPITZER
Orange County District Attorney

Dated: _____

By: _____
Alicia Berry, Deputy District Attorney

MICHAEL A. HESTRIN
Riverside County District Attorney

Dated: _____

By: _____
Lauren R. Martineau, Deputy District Attorney

JOYCE E. DUDLEY
Santa Barbara County District Attorney

Dated: _____

By: _____
Christopher B. Dalbey, Deputy District Attorney

JASON ANDERSON
San Bernardino County District Attorney

Dated: _____

By: _____
Rick C. Lal, Deputy District Attorney

SUMMER STEPHAN
San Diego County District Attorney

Dated: March 10, 2025

By: Colleen Huschke
Colleen Huschke, Deputy District Attorney

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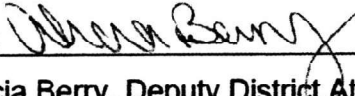
RODRIGO CASTRO SILVA
Los Angeles County Counsel

Dated: _____

By: _____
Jennifer Malone, Senior Deputy Counsel

TODD SPITZER
Orange County District Attorney

Dated: March 12, 2025

By: 
Alicia Berry, Deputy District Attorney

MICHAEL A. HESTRIN
Riverside County District Attorney

Dated: _____

By: _____
Lauren R. Martineau, Deputy District Attorney

JOYCE E. DUDLEY
Santa Barbara County District Attorney

Dated: _____

By: _____
Christopher B. Dalbey, Deputy District Attorney

JASON ANDERSON
San Bernardino County District Attorney

Dated: _____

By: _____
Rick C. Lal, Deputy District Attorney

SUMMER STEPHAN
San Diego County District Attorney

Dated: _____

By: _____
Colleen Huschke, Deputy District Attorney

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RONALD J. FREITAS
San Joaquin County District Attorney

Dated: 3/5/2025

By: [Signature]
Celeste Kaisch, Deputy District Attorney

ERIK NASARENKO
Ventura County District Attorney

Dated: _____

By: _____
Karen Wold, Deputy District Attorney

For Defendants

Dated: _____

Michael Adams, Defendant

Dated: _____

Brandon Michael Adams, Defendant and
CEO of Defendants Pure Maintenance Holdings
and Pure Products LLC

Approved as to form

Dated: _____

John McCarron, SBN 225217
Downey Brand LLP
Attorney for Defendants

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

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RONALD J. FREITAS
San Joaquin County District Attorney

Dated: _____

By: _____
Celeste Kaisch, Deputy District Attorney

ERIK NASARENKO
Ventura County District Attorney

Dated: 3/10/2025

By: 
Karen Wold, Deputy District Attorney

For Defendants

Dated: _____

Michael Adams, Defendant

Dated: _____

Brandon Michael Adams, Defendant and
CEO of Defendants Pure Maintenance Holdings
and Pure Products LLC

Approved as to form

Dated: _____

John McCarron, SBN 225217
Downey Brand LLP
Attorney for Defendants

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

1 RONALD J. FREITAS
2 San Joaquin County District Attorney

3 Dated

4 By
5 George Karach Deputy District Attorney

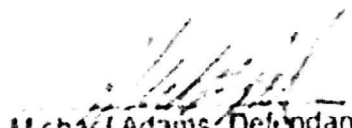
6 JESSIE NASARENKO
7 Ventura County District Attorney

8 Dated

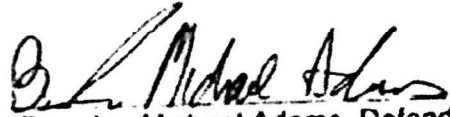
9 By
10 Karen Wolf Deputy District Attorney

11 For Defendants

12 Dated

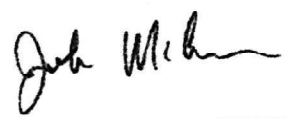
13 
Michael Adams Defendant

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15 Dated 3/24/25

16 
17 Brandon Michael Adams, Defendant and
18 CEO of Defendants Pure Maintenance
Holdings and Pure Products LLC


19 Approved as to form

20
21 Dated 3 March 28, 2025

22 
23 John McCarron, SBN 225217
24 Downey Brand LLP
25 Attorney for Defendants

26 IT IS SO ORDERED.

27 Dated 06/03/2025

28 
Richard K. Sueyoshi, Judge
JUDGE OF THE SUPERIOR COURT



APPENDIX A, Additional Counsel for Plaintiff

<p>LISA A. SMITTCAMP District Attorney, Fresno County Adam Kook, SBN 285541 Deputy District Attorney 2100 Tulare Street Fresno, CA 93721 (559) 600-3141 akook@fresnocountyca.gov</p>	<p>NATHAN HOCHMAN District Attorney, Los Angeles County Louis Morin, SBN 251553 Deputy District Attorney 211 West Temple Street # 1000 Los Angeles, CA 90012 (213) 257-2456 LMorin@da.lacounty.gov</p>
<p>RODRIGO CASTRO SILVA County Counsel, Los Angeles County Jennifer Malone, SBN 151421 Senior Deputy County Counsel 500 W Temple St, Ste 648 Los Angeles, CA 90012-3196 (213) 972-5778 jmalone@counsel.lacounty.gov</p>	<p>TODD SPITZER District Attorney, Orange County Alicia Berry, SBN 228367 Deputy District Attorney 300 N. Flower Street, 7th Floor Santa Ana, CA 92703 714-834-3600 Alicia.Berry@da.ocgov.com</p>
<p>MICHAEL A. HESTRIN District Attorney, Riverside County Lauren R. Martineau, SBN 250982 Deputy District Attorney Special Prosecutions Section 3960 Orange Street Riverside, CA 92501 (951) 955-5400 laurenmartineau@rivcoda.org</p>	<p>JOYCE E. DUDLEY District Attorney, Santa Barbara County Christopher B. Dalbey, SBN 285562 Deputy District Attorney 1112 Santa Barbara St. Santa Barbara, CA 93101-2008 (805) 568-2300 cdalbey@co.santa-barbara.ca.us</p>
<p>JASON ANDERSON District Attorney, San Bernardino County Rick C. Lal, SBN 155607 Deputy District Attorney 303 W 3rd St. San Bernardino, CA 92415 (909) 382-3800 RLal@sbcda.org</p>	<p>SUMMER STEPHAN District Attorney of San Diego County Colleen Huschke, SBN 191402 Deputy District Attorney Consumer Protection Unit 330 West Broadway, Suite 750 San Diego CA 92101 (619) 531-3514 Colleen.Huschke@sdca.org</p>

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805-662-1750
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EXHIBIT A

Civil penalties in accordance with
California Business and Professions Code
sections 17203 and 17536
to be paid in accordance with Exhibits C-G

Payable to	FEIN	Penalty
Fresno County District Attorney's Office	94-6000512	\$12,500
Los Angeles County District Attorney's Office	95-6000927	\$12,500
Los Angeles County Counsel's Office	95-6000927	\$12,500
Orange County District Attorney's Office	95-6000928	\$12,500
Riverside County District Attorney's Office	95-6000930	\$12,500
Sacramento County District Attorney's Office	94-6000529	\$50,000
Santa Barbara County District Attorney's Office	95-6002833	\$50,000
San Bernardino County District Attorney's Office	95-6002748	\$12,500
San Diego County District Attorney's Office	95-6000934	\$12,500
San Joaquin County District Attorney's Office	94-6000531	\$12,500
Ventura County District Attorney's Office	95-6000944	\$50,000
Total		\$275,000

Exhibit B

Partial reimbursement of Plaintiff's attorney's fees, investigation,
and other costs of enforcement
to be paid in accordance with Exhibits C-G

Payable to	FEIN	Amount
Sacramento County District Attorney's Office	94- 6000529	\$50,000
Santa Barbara County District Attorney's Office	95- 6002833	\$50,000
Ventura County District Attorney's Office	95- 6000944	\$50,000
Total		\$150,000

Exhibit C

Payment Schedule for Payments in 2025

Payment Due on or Before May 30, 2025

Payable to		Amount
Santa Barbara County District Attorney's Office		\$42,500
Total		\$42,500

Payment Due on or Before October 31, 2025

Payable to		Amount
Ventura County District Attorney's Office		\$42,500
Total		\$42,500

Exhibit D

Payment Schedule for Payments in 2026

Payment Due on or Before April 30, 2026

Payable to		Amount
Santa Barbara County District Attorney's Office		\$5,000
Fresno County District Attorney's Office		\$12,500
Los Angeles County District Attorney's Office		\$12,500
Los Angeles County Counsel's Office		\$12,500
Total		\$42,500

Payment Due on or Before October 31, 2026

Payable to		Amount
Ventura County District Attorney's Office		\$5,000
Orange County District Attorney's Office		\$12,500
Riverside County District Attorney's Office		\$12,500
Sacramento County District Attorney's Office		\$12,500
Total		\$42,500

Exhibit E

Payment Schedule for Payments in 2027

Payment Due on or Before April 30, 2027

Payable to	Amount
Santa Barbara County District Attorney's Office	\$2,500
Ventura County District Attorney's Office	\$2,500
San Bernardino County District Attorney's Office	\$12,500
San Deigo County District Attorney's Office	\$12,500
San Joaquin County District Attorney's Office	\$12,500
Total	\$42,500

Payment Due on or Before October 31, 2027

Payable to	Amount
Santa Barbara County District Attorney's Office	\$42,500
Total	\$42,500

Exhibit F

Payment Schedule for Payments in 2028

Payment Due on or Before April 30, 2028

Payable to	Amount
Ventura County District Attorney's Office	\$42,500
Total	\$42,500

Payment Due on or Before October 31, 2028

Payable to	Amount
Sacramento County District Attorney's Office	\$35,000
Ventura County District Attorney's Office	\$7,500
Total	\$42,500

Exhibit G

Payment Schedule for Payments in 2029

Payment Due on or Before April 30, 2029

Payable to	Amount
Sacramento County District Attorney's Office	\$42,500
Total	\$42,500

Payment Due on or Before October 31, 2029

Payable to	Amount
Sacramento County District Attorney's Office	\$35,000
Santa Barbara County District Attorney's Office	\$7,500
Total	\$42,500