

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

<b>In the Matter of:</b>	)	<b>Docket No. FIFRA-05-2025-0011</b>
	)	
<b>Connected Technology Solutions LLC</b>	)	<b>Proceeding to Assess a Civil Penalty</b>
<b>Menomonee Falls, Wisconsin</b>	)	<b>Under Section 14(a) of the Federal</b>
	)	<b>Insecticide, Fungicide, and Rodenticide</b>
<b>Respondent.</b>	)	<b>Act, 7 U.S.C. § 136l(a)</b>
_____	)	

**Consent Agreement and Final Order****Preliminary Statement**

1. This is an administrative action commenced and concluded under Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136l(a), and 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) as codified at 40 C.F.R. Part 22.

2. The Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 5.

3. Respondent is Connected Technology Solutions LLC, a corporation doing business in the State of Wisconsin.

4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). 40 C.F.R. § 22.13(b).

5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

6. Respondent consents to the assessment of the civil penalty specified in this CAFO, and to the terms of this CAFO.

### **Jurisdiction and Waiver of Right to Hearing**

7. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in this CAFO.

8. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO and its right to appeal this CAFO. 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.

9. Respondent certifies that it is complying with FIFRA, 7 U.S.C. §§ 136-136y, and the regulations at 40 C.F.R. §§ 152.

### **Statutory and Regulatory Background**

10. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), states that it is unlawful for any person in any state to distribute or sell to any person any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

11. 40 C.F.R. § 152.15(b) establishes that, with limited exceptions, no person may distribute or sell any pesticide product that is not registered under FIFRA.

12. 40 C.F.R. § 152.15(a)(1) states, in relevant part, that a substance is considered to be intended for a pesticidal purpose, and thus to be a pesticide requiring registration, if the person who distributes or sells the substance claims, states, or implies (by labeling or otherwise) that the substance can or should be used as a pesticide.

13. 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.”

14. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines a “pest” as “(1) any insect, rodent,

nematode, fungus, weed or (2) 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 [of EPA] declares to be a pest under section [25(c)(1), 7 U.S.C. § 136w(c)(1), of FIFRA].” See also 40 C.F.R. § 152.5.

15. 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.”

16. Section 2(w) of FIFRA, 7 U.S.C. § 136(w), defines the term “producer” as “the person who manufactures, prepares, compounds, propagates, or processes any pesticide or device or active ingredient used in producing a pesticide.”

17. Section 2(a) of FIFRA, 7 U.S.C. § 136(a), defines “active ingredient” as, among other things, an ingredient which will prevent, destroy, repel, or mitigate any pest.

18. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines “distribute or sell” as “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.”

19. Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1), defines a “label” as “the written, printed, or graphic matter on, or attached to, the pesticide or device of any of its containers or wrappers.”

20. Section 2(p)(2) of FIFRA, 7 U.S.C. § 136(p)(2), defines “labeling” as “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.”

21. The Administrator of EPA may assess a civil penalty against any retailer or other distributor who violates any provision of FIFRA of up to \$24,255 for each offense, pursuant to Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1), and 40 C.F.R. Part 19.

### **Factual Allegations and Alleged Violations**

22. Respondent is a limited liability company registered in the State of Wisconsin and therefore is a “person” as that term is defined at Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

23. Respondent manufactures or prepares the pesticide product CTS Premium Tech Wipes and therefore is a “producer” as defined at Section 2(w) of FIFRA, 7 U.S.C. § 136(w).

24. Respondent owned or operated a place of business located at W146 N9560 Held Drive, Menomonee Falls, Wisconsin during calendar years 2022 - 2024.

25. On January 22, 2024, an inspector conducted an inspection at Respondent’s place of business in Menomonee Falls, Wisconsin identified in Paragraph 24.

26. The inspector referenced in Paragraph 25 was employed by Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) at the time of the January 22, 2024 inspection.

27. The inspector referenced in Paragraph 25 was authorized to conduct inspections under FIFRA at the time of the January 22, 2024 inspection.

28. During the January 22, 2024 inspection, the inspector collected a bin label for the product CTS Premium Tech Wipes.

29. The bin label identified in Paragraph 28 states, “Strong tear resistant wipes disinfect quickly and easily.”

30. On July 24, 2024, the product page and sell sheet for CTS Premium Tech Wipes on Respondent’s website, [www.connectedts.com](http://www.connectedts.com), each bore the claim, “the wipes effectively remove contaminants in one pass.”

31. On July 24, 2024, the product page and sell sheet for CTS Premium Tech Wipes on Respondent’s website, [www.connectedts.com](http://www.connectedts.com) stated the product’s ingredients as isopropyl alcohol and water.

32. Isopropyl alcohol is an “active ingredient” as that term is defined at Section 2(a) of FIFRA, 7 U.S.C. § 136(a) because it is an ingredient which will prevent, destroy, repel, or mitigate any pest.

33. At all times relevant to this CAFO, CTS Premium Tech Wipes is a pesticide as defined under Section 2(u) of FIFRA and 40 C.F.R. § 152.15(b), because it is a substance or mixture of substances intended for a pesticidal purpose, i.e., use for the purpose of preventing, destroying, repelling, or mitigating any pest.

34. CTS Premium Tech Wipes is intended for a pesticidal purpose because the person who distributes or sells CTS Premium Tech Wipes claimed that CTS Premium Tech Wipes can or should be used as a pesticide to prevent, destroy, or repel pests.

35. CTS Premium Tech Wipes is not registered as a pesticide under Section 3 of FIFRA, 7 U.S.C. § 136a.

36. Respondent sold CTS Premium Tech Wipes on December 6, 2022 and December 28, 2023.

37. Respondent’s distribution or sale of the unregistered pesticide CTS Premium Tech Wipes constitutes two separate unlawful acts pursuant to Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

#### **Civil Penalty**

38. Pursuant to Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), Complainant determined that an appropriate civil penalty to settle this action is **\$11,360**. In determining the penalty amount, Complainant considered the appropriateness of the penalty to the size of Respondent’s business, the effect on Respondent’s ability to continue in business, and the gravity of the violation. Complainant also considered EPA’s FIFRA Enforcement Response Policy, dated December 2009.

39. Respondent agrees to pay a civil penalty in the amount of **\$11,360** (“Assessed Penalty”) within thirty (30) days after the effective date of this CAFO.

40. 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>.

41. When making a payment, Respondent shall:

- a. Identify every payment with Respondent’s name and the docket number of this CAFO, **FIFRA-05-2025-0011**,
- b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following person(s):

Regional Hearing Clerk (E-19J)  
U.S. EPA, Region 5  
[r5hearingclerk@epa.gov](mailto:r5hearingclerk@epa.gov)

Angela Bouche (ECP-17J)  
Pesticides and Toxics Compliance Section  
U.S. EPA, Region 5  
[bouche.angela@epa.gov](mailto:bouche.angela@epa.gov)  
and  
[R5lecab@epa.gov](mailto:R5lecab@epa.gov)

Amanda Urban (C-14J)  
Office of Regional Counsel  
U.S. EPA, Region 5  
[urban.amanda@epa.gov](mailto:urban.amanda@epa.gov)

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
Via electronic mail to:  
[CINWD\\_AcctsReceivable@epa.gov](mailto: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.

42. 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 CAFO, 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 effective date of this CAFO. 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 portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.

43. 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 CAFO, 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 pursuant to 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, 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, 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).

44. 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.

45. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to



this CAFO shall not be deductible for purposes of federal taxes.

### **General Provisions**

46. The parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: [urban.amanada@epa.gov](mailto:urban.amanada@epa.gov) (for Complainant), and [snix@connectedts.com](mailto:snix@connectedts.com) (for Respondent). Respondent understands that the CAFO will become publicly available upon filing.

47. The Respondent's full compliance with this CAFO resolves only Respondent's liability for federal civil penalties for the violations alleged in the CAFO.

48. This CAFO does not affect the rights of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

49. This CAFO does not affect Respondent's responsibility to comply with FIFRA and other applicable federal, state and local laws.

50. This CAFO is a "final order" for purposes of EPA's FIFRA Enforcement Response Policy.

51. The terms of this CAFO bind Respondent, its successors and assigns.

52. Each person signing this CAFO certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

53. Each party agrees to bear its own costs and attorneys fees, in this action.

54. This CAFO constitutes the entire agreement between the parties.

**Connected Technology Solutions LLC, Respondent**

\_\_\_\_\_  
Date

*Sandra Nix*  
\_\_\_\_\_  
Ms. Sandra Nix  
President  
Connected Technology Solutions LLC

**United States Environmental Protection Agency, Complainant**

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Michael D. Harris  
Director  
Enforcement and Compliance Assurance Division

**In the Matter of Connected Technology Solutions LLC**  
**Docket No.: FIFRA-05-2025-0011**

**Final Order**

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

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Ann L. Coyle  
Regional Judicial Officer  
United States Environmental Protection Agency  
Region 5