



and complete contents. Respondents are without knowledge as to the last sentence of paragraph 5 of the Complaint, and, therefore, it is denied.

6. Respondents deny each and every allegation of paragraph 6 of the Complaint except admit that Respondent Lentek has advertised the Sila Air Cleaning Products and refer to the advertisements for their full and complete contents.

7. Respondents deny paragraph 7 of the Complaint, except admit that Respondent Lentek has advertised the Sila Air Cleaning Products and refer to the advertisements for their full and complete contents, as identified in paragraph 6 of the Complaint.

8. Respondents deny paragraph 8 of the Complaint, except admit that Respondent Lentek has advertised the Sila Air Cleaning Products and otherwise refer to the advertisements for their full and complete contents, as identified in paragraph 6 of the Complaint.

9. Respondents deny paragraph 9 of the Complaint, except admit that Respondent Lentek has advertised the Sila Air Cleaning Products and refer to the advertisements for their full and complete contents, as identified in paragraph 6 of the Complaint, and admit that Respondents, at all relevant times, have possessed and relied upon a reasonable basis to substantiate the representations made by them with respect to the Sila Air Cleaning Products.

10. Deny paragraph 10 of the Complaint.

11. Deny each and every allegation of paragraph 11 of the Complaint, except admit that Respondent Lentek has advertised, labeled, offered for sale, sold, and distributed pest repelling products to the public, including the PestContro Products.

12. Respondents deny each and every allegation of paragraph 12 of the Complaint except admit that Respondent Lentek, has advertised the PestContro Products and refer to the advertisements for their full and complete contents.

13. Deny paragraph 13 of the Complaint, except admit that Respondent Lentek has advertised the PestContro Products and refer to the advertisements for their full and complete contents, as identified in paragraph 12 of the Complaint.

14. Deny paragraph 14 of the Complaint, except admit that Lentek has advertised the PestContro Products and refer to the advertisements for their full and complete contents, as identified in paragraph 12 of the Complaint, and admit that Respondents, at all relevant times, have possessed and relied upon a reasonable basis to substantiate the representations made by them with respect to the PestContro Products.

15. Deny paragraph 15 of the Complaint.

16. Deny paragraph 16 of the Complaint, except admit that Lentek has advertised the PestContro Products and refer to the advertisements for their full and complete contents, as

identified in paragraph 12 of the Complaint, and admit that Respondents, at all relevant times, have possessed and relied upon a reasonable basis to substantiate the representations made by them with respect to the PestContro Products.

17. Deny paragraph 17 of the Complaint.

18. Deny paragraph 18 of the Complaint, except admit that Lentek has advertised the PestContro Products and refer to the advertisements for their full and complete contents, as identified in paragraph 12 of the Complaint, and admit that Respondents, at all relevant times, have possessed and relied upon a reasonable basis to substantiate the representations made by them with respect to the PestContro Products.

19. Deny paragraph 19 of the Complaint, except admit that Lentek has advertised the PestContro Products and refer to the advertisements for their full and complete contents, as identified in paragraph 12 of the Complaint, and admit that Respondents, at all relevant times, have possessed and relied upon a reasonable basis to substantiate the representations made by them with respect to the PestContro Products.

20. Deny each and every allegation of paragraph 20 of the Complaint, except admit that Respondent Lentek has advertised, labeled, offered for sale, sold, and distributed mosquito repelling products to the public, including the MosquitoContro Products.

21. Respondents deny each and every allegation of paragraph 21 of the Complaint, except admit that Respondent Lentek advertised the MosquitoContro Products including, but not necessarily limited to those advertisements identified in paragraph 21(b) [Exhibit R], paragraph 21(d) [Exhibit P], and paragraph 21(e) [Exhibit T], and that those statements identified in paragraph 21(a) [Exhibit Q] and paragraph 21(c) [Exhibit S] were posted to Lentek's World Wide Web Site as press releases and/or news notices for a very brief interval.

22. Deny paragraph 22 of the Complaint, except admit that Lentek has advertised and issued press releases and/or news notices as to the MosquitoContro Products and refer to the advertisements for their full and complete contents, as identified in paragraph 21(b),(d), and (e) of the Complaint and that it has posted to Lentek's World Wide Web Site press releases and/or news notices for a very brief interval, as reflected in paragraph 21(a) and (c) and refers to the press releases and/or news notices for their full and complete contents.

23. Deny paragraph 23 of the Complaint.

24. Deny paragraph 24 of the Complaint, except admit that Lentek has advertised and issued press releases and/or news notices as to the MosquitoContro Products and refer to the advertisements for their full and complete contents, as identified in paragraph 21(b),(d), and (e) of the Complaint and that it has posted to Lentek's World Wide Web Site press releases and/or news notices for a very brief interval, as reflected in paragraph 21(a) and (c) and refers to the press releases and/or news notices for their full and complete contents.

25. Deny paragraph 25 of the Complaint.

26. Deny paragraph 26 of the Complaint, except admit that Lentek has advertised the MosquitoContro Products and refer to the advertisements for their full and complete contents, as identified in paragraph 21(b),(d), and (e) of the Complaint and that it has posted to Lentek's World Wide Web Site press releases and/or news notices for a very brief interval, as reflected in paragraph 21(a) and (c) and refers to the press releases and/or news notices for their full and complete contents, and admit that Respondents, at all relevant times, have possessed and relied upon a reasonable basis to substantiate the representations made by them with respect to the MosquitoContro Products.

27. Deny paragraph 27 of the Complaint.

28. Deny paragraph 28 of the Complaint.

### **AFFIRMATIVE DEFENSES**

1. Respondents' advertisements, press releases and/or news notices for the Sila Air Cleaning Products, the PestContro Products, and the MosquitoContro Products were at all times relevant to this Complaint truthful and not misleading.

2. Respondents possessed, at all times relevant to this Complaint, and continue to possess a reasonable basis to substantiate the representations contained in the advertisements and other representations made concerning the Sila Air Cleaning Products, the PestContro Products, and the MosquitoContro Products.

3. Respondents have not, expressly or by implication, made the representations or claims with respect to the Sila Air Cleaning Products, the Pest Control Products, and the MosquitoContro Products alleged by the Federal Trade Commission in the Complaint.

4. This proceeding is not in the public interest because there have been few consumer complaints regarding the Sila Air Cleaning Products, the PestContro Products, and the MosquitoContro Products and because the few ads which were published did not result in extensive sales.

5. This proceeding constitutes discriminatory enforcement of the FTC Act because many other companies engage in conduct similar or identical to that challenged in the complaint.

Respectfully submitted,

By: \_\_\_\_\_

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Lou Lentine, individually and as

officers of Lentek

International, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that this 23rd day of September 2002, the original, one paper copy, and one electronic copy of the foregoing Answer and Defenses of Respondents Lentek International, Inc, Joseph Durek and Lou Lentine were filed with the Secretary of the Commission, and that one copy was served by hand delivery to the Honorable D. Michael Chappell, Administrative Law Judge at the Federal Trade Commission, 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580, and that four copies were served by hand delivery to Complaint Counsel, listed below:

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