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United States Environmental Protection Agency  
Region IX  
75 Hawthorne Street  
San Francisco, California 94105

2010 MAR 31 PM 2: 23

UN. STATES ENV. PROT. AGENCY  
REGIONAL HEARING CLERK

In the Matter of Bug Bam Product, LLC	)	Docket No. FIFRA -09-2009-0013
And Flash Sales, Inc.	)	
	)	
Respondents	)	
	)	
	)	
	)	Answer to First Amended Complaint

Flash Sales, Inc. by its Corporate Representative, Kevin Frija, Flash Sales, Inc., 4401 NW 167<sup>th</sup> Street, Miami, FL, 33055, telephone: 305-992-3150, fax: 305-830-2990, email: [kevin@ingear.com](mailto:kevin@ingear.com), hereby answers the First Amended Complaint and Notice of Opportunity For Hearing filed in this matter by the United States Environmental Protection Agency. Flash Sales, Inc. respectfully requests that it be removed as a party to this matter as it is by no means responsible for any potential violation - Flash Sales, Inc. should not have been added as a party to this matter in the first place for reasons already explained by Flash Sales, Inc. to the EPA and pursuant to this below Answer.

Answer

1. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 1 of the General Allegations of EPA's Complaint.
2. Flash Sales, Inc. admits that is a "person" as defined by FIFRA, but denies that it is subject to FIFRA and the implementing regulations promulgated thereunder.
3. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 3 of the General Allegations of EPA's Complaint.

4. Flash Sales, Inc. admits the allegations in Paragraph 4 of the EPA's General Allegations.
5. Flash Sales, Inc. denies the allegations in Paragraph 5 of the EPA's General Allegations
6. Flash Sales, Inc. denies the allegations in Paragraph 6 of the EPA's General Allegations
7. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 7 of the General Allegations of EPA's Complaint.
8. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 8 of the General Allegations of EPA's Complaint.
9. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 9 of the General Allegations of EPA's Complaint.
10. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 10 of the General Allegations of EPA's Complaint.
11. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 11 of the General Allegations of EPA's Complaint.
12. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 12 of the General Allegations of EPA's Complaint.
13. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 13 of the General Allegations of EPA's Complaint.
14. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 14 of the General Allegations of EPA's Complaint.
15. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 15 of the General Allegations of EPA's Complaint.
16. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 16 of the General Allegations of EPA's Complaint.

17. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 17 of the General Allegations of EPA's Complaint.
18. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 18 of the General Allegations of EPA's Complaint.
19. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 19 of the General Allegations of EPA's Complaint.
20. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 20 of the General Allegations of EPA's Complaint.
21. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 21 of the General Allegations of EPA's Complaint.
22. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 22 of the General Allegations of EPA's Complaint.
23. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 23 of the Count 1 of EPA's Complaint.
24. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 24 of the Count 1 of EPA's Complaint.
25. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 25 of the Count 1 of EPA's Complaint.
26. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 26 of the Count 1 of EPA's Complaint.
27. Flash Sales, Inc. denies the allegations in Paragraph 27 of the Count 1 of EPA's Complaint.

28. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 28 of the Count 1 of EPA's Complaint.
29. Flash Sales, Inc. denies the allegations in Paragraph 29 of the Count 1 of EPA's Complaint.
30. Flash Sales, Inc. denies the allegations in Paragraph 30 of the Count 1 of EPA's Complaint.
31. Flash Sales, Inc. neither admits nor denies the allegations in Paragraph 31 of the Count 2 of EPA's Complaint.
32. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny allegations in Paragraph 32 of the Count 2 of EPA's Complaint.
33. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 33 of the Count 2 of EPA's Complaint.
34. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 34 of the Count 2 of EPA's Complaint.
35. Flash Sales, Inc. denies the allegations in Paragraph 35 of the Count 2 of EPA's Complaint.
36. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 36 of the Count 2 of EPA's Complaint.
37. Flash Sales, Inc. denies the allegations in Paragraph 37 of the Count 2 of EPA's Complaint.
38. Flash Sales, Inc. denies the allegations in Paragraph 38 of the Count 2 of EPA's Complaint.

39. Flash Sales, Inc. neither admits nor denies the allegations in Paragraph 39 of the Count 3 of EPA's Complaint.
40. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 40 of the Count 3 of EPA's Complaint.
41. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 41 of the Count 3 of EPA's Complaint.
42. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 42 of the Count 3 of EPA's Complaint.
43. Flash Sales, Inc. denies the allegations in Paragraph 43 of the Count 3 of EPA's Complaint.
44. Flash Sales, Inc. lacks sufficient knowledge at this time to either admit or deny the allegations in Paragraph 44 of the Count 3 of EPA's Complaint.
45. Flash Sales, Inc. denies the allegations in Paragraph 45 of the Count 3 of EPA's Complaint.
46. Flash Sales, Inc. denies the allegations in Paragraph 46 of the Count 3 of EPA's Complaint.
47. Flash Sales, Inc. denies the allegations in Paragraph 47 of the Count 3 of EPA's Complaint.

#### Affirmative Defenses

Flash Sales, Inc. states the following affirmative defenses, and expressly reserves the right to amend this Answer to raise additional defenses.

First Affirmative Defense

Complainant has failed to demonstrate a claim upon which relief can be granted.

Request For Relief

Flash Sales, Inc. should not have been added as a party to this matter. It did not have control over the [www.bugbam.com](http://www.bugbam.com) website, nor is this website registered or administered by Flash Sales, Inc. Flash Sales, Inc. did not participate in any sale or distribution of the product at issue, nor did it offer the product at issue for sale or distribution. Because the EPA has failed to establish a claim for which relief can be granted, Flash Sales, Inc. respectfully motions that all charges against it be dismissed.

Respectfully Submitted,

Date: March 30, 2010



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Kevin Frija  
Flash Sales, Inc.  
4401 NW 167<sup>th</sup> Street  
Miami, FL 33055

Corporate Representative

Certificate of Service

I Kevin Frija, Corporate Representative for Flash Sales, hereby certify that on March 30, 2010, I sent one original to the attention of Ivan Leiban, Regional Clerk at the United States Environmental Protection Agency, and one copy of the foregoing to the attention of Martha Marrapese, attorney for Bug, Bam Products, LLC to the below addresses.

Mr. Ivan Leiban  
United States Environmental Protection Agency  
Region IX  
75 Hawthorne Street  
San Francisco, California 94105

Martha Marrapese  
Keller and Heckman  
1001 G St. N.W. Suite 500W  
Washington DC 20001



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