

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Car Parts Warehouse, Inc.,)	
)	
Complainant,)	Case No. 17-0031-TP-CSS
)	
v.)	
)	
Airespring, Inc.,)	
)	
Respondent.)	

**AIRESPRING, INC.'S ANSWER
TO COMPLAINT OF CAR PARTS WAREHOUSE, INC.**

Airespring, Inc. (hereinafter, "Airespring" or "Respondent"), by its attorney and pursuant to Ohio Administrative Code Sections 4901-9-01(B) and (D), states as follows for its Answer to the Complaint filed in this matter on behalf of Car Parts Warehouse, Inc. ("Car Parts" or "Complainant"):

FIRST DEFENSE

1. The Complaint consists of several unnumbered paragraphs on three (3) unnumbered pages. Airespring will attempt to specifically answer each allegation. To the extent Airespring does not respond to a specific allegation, Airespring denies such allegation.

2. As to the allegation contained in the first unnumbered paragraph on page 1, Airespring admits that over the past 17 months some of Car Parts' approximately 22 sites experienced outages. The remaining sentences of the paragraph aver conclusions of law and

therefore are not susceptible to admission or denial. Airespring concedes neither to the accuracy nor to the applicability of these conclusions.

3. As to the allegations contained in the second unnumbered paragraph on page 1, Complainant avers conclusions of law that are not susceptible to admission or denial. Airespring concedes neither to the accuracy nor to the applicability of these conclusions.

4. As to the allegations contained in the first unnumbered paragraph on page 2, Complainant avers conclusions of law that are not susceptible to admission or denial. Airespring concedes neither to the accuracy nor to the applicability of these conclusions. Airespring admits that most of the Service Orders for Car Part's sites are for terms of three (3) years.

5. As to the allegations contained in the second unnumbered paragraph on page 2, Airespring admits it has a Service Level Agreement ("SLA") for Airespring Multiprotocol Label Switching ("MPLS") Services. Airespring admits the MPLS SLA contains the language Airespring "will use reasonable efforts under the circumstances to maintain its overall network quality. AireSpring is committed to providing reliable, high-quality Services on its MPLS networks. As one indicator of AireSpring's Service commitment." Complainant avers that these are conclusions of law that are not susceptible to admission or denial because the MPLS SLA and applicable contract, which are not attached to the Complaint, are to be read and interpreted as a whole, and the contract speaks for itself.

6. Airespring avers that the third unnumbered paragraph on page 2, which is a single sentence, sets forth conclusions of law and is therefore not susceptible to admission or denial. Airespring does not concede to the accuracy or to the applicability of the conclusion.

7. As to the allegations contained in the fourth unnumbered paragraph on page 2, which appears underneath the heading "Network Availability," Airespring admits the language

appears in the MPLS SLA. Airespring avers these allegations are conclusions of law that are not susceptible to admission or denial because the MPLS SLA and applicable contract, which are not attached to the Complaint, are to be read and interpreted as a whole, and the contract speaks for itself.

8. As to the allegations contained in the fifth unnumbered paragraph on page 2, which appears underneath the heading "Network Availability," Airespring admits the language appears in the MPLS SLA. Airespring avers these allegations are conclusions of law that are not susceptible to admission or denial because the MPLS SLA and applicable contract, which are not attached to the Complaint, are to be read and interpreted as a whole, and the contract speaks for itself.

9. As to the allegations contained in the first unnumbered paragraph on page 3, Airespring denies that Car Part Warehouse never missed any payments. The second sentence sets forth an alleged conclusion of law and is therefore not susceptible of admission or denial. Airespring does not concede to the accuracy or to the applicability of the conclusion. The third sentence sets forth a legal conclusion of law and is therefore not susceptible to admission or denial. Airespring does not concede to the correctness or applicability of the conclusion.

AFFIRMATIVE DEFENSES

SECOND DEFENSE

10. The Complaint does not comply with the Commission's Rules requiring "a statement which clearly explains the facts which constitute the basis of the complaint." Ohio Adm. Code 4901-9-01(B). The allegations are not in numbered paragraphs, but narrative form; some of the allegations in the Complaint are compound and argumentative; some of the allegations omit numerous details necessary to answer them; and some of the allegations are

sentences pulled out of context from a MPLS SLA. Airespring has attempted, to the best of its ability, to answer the allegations, but reserves the right to amend its answer in the event it has incorrectly understood the allegations.

THIRD DEFENSE

11. The Complaint fails to set forth reasonable grounds for complaint, as required by Ohio Revised Code 4905.26.

FOURTH DEFENSE

12. The Commission lacks subject matter jurisdiction, pursuant to Ohio Revised Code Section 4905.02(A)(5), which excludes from the definition of “public utility” a provider with respect to advanced services, broadband service, information service, and internet protocol-enabled services. The Commission also lacks subject matter jurisdiction pursuant to Ohio Revised Code Section 4927.21(E), with respect to credits claimed by Complainant.

FIFTH DEFENSE

13. The Complaint does not set forth a claim for which relief may be granted.

SIXTH DEFENSE

14. Venue is improper. The parties contractually agreed that any suit brought by either party arising out of or relating to the Agreement shall be brought in Los Angeles County, California.

SEVENTH DEFENSE

15. The Complaint was filed on behalf of a corporation that is not properly represented by an attorney admitted to the practice of law in the State of Ohio, as required by

Ohio Administrative Code Section 4901-1-08(A). As a result, the filing of this complaint is an unauthorized practice of law, pursuant to Ohio Revised Code 4705.01, and cannot be maintained.

EIGHTH DEFENSE

16. The doctrine of unclean hands applies. Some of the issues complained of were caused in whole or in part by the Complainant and/or its agent(s).

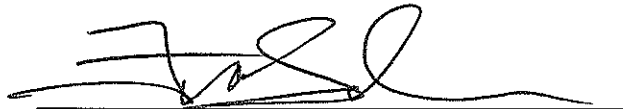
NINTH DEFENSE

17. Airespring reserves the right to raise other defenses as warranted by discovery in this matter.

Accordingly, Airespring respectfully requests an Order dismissing the Complaint and granting it all other necessary and proper relief.

Dated: January 24, 2017

Respectfully submitted,




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*Attorneys for Respondent
Airespring, Inc.*

CERTIFICATE OF SERVICE

The undersigned hereby certified that a true copy of the foregoing *Airespring, Inc.'s Answer to Complaint of Car Parts Warehouse, Inc.* of Respondent Airespring, Inc. was served this 24th day of January 2017, by regular U.S. Mail upon the Complainant as follows:

Car Parts Warehouse, Inc.
c/o Carrie Moore
5200 W. 130th St.
Brook Park, Ohio 44142


Fazeel S. Khan

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in

Case No(s). 17-0031-TP-CSS

Summary: Answer Airespring's Answer to Complaint of Car Parts Warehouse, Inc.
electronically filed by Mr. Fazeel S. Khan on behalf of Mr. Fazeel S. Khan and Blaugrund
Haynes Kessler Myers & Postalakis