

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

McPHILLIPS HEATING & PLUMBING : CASE NO. 425370  
Plaintiff : JUDGE CAROLYN B. FRIEDLAND  
-vs- : ANSWER AND THIRD PARTY  
SENTO CORPORATION : CLAIM OF DEFENDANT, SENTO  
 : CORPORATION  
Defendant and Third :  
Party Plaintiff :  
and :  
 :  
FAX.COM, INC., dba Fax ID :  
(Address Unknown) :  
Third Party Defendant:

**ANSWER**

For its answer to Plaintiff's Complaint, Defendant, Sento Corporation ("Sento") states as follows:

1. Defendant denies the allegations contained in paragraph 1 of the Complaint.
2. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 2 and 3 of the Complaint.
3. Defendant admits the allegations of paragraphs 4 and 5 of the Complaint.
4. Answering paragraph 6 of the Complaint, Defendant realleges its answers in paragraphs 1 through 3 above as if fully rewritten herein.
5. Defendant denies the allegations contained in paragraphs 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Plaintiff's Complaint.

### **FIRST AFFIRMATIVE DEFENSE**

Plaintiff's Complaint fails to state a claim against this Defendant for which relief may be granted.

### **SECOND AFFIRMATIVE DEFENSE**

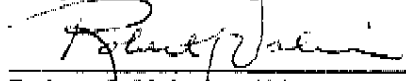
This Defendant did not make any facsimile transmission to Plaintiff.

### **THIRD PARTY COMPLAINT**

For its Complaint against Third Party Defendant, FAX.COM, Inc. ("Fax"), Defendant and Third Party Plaintiff, Sento, states as follows:

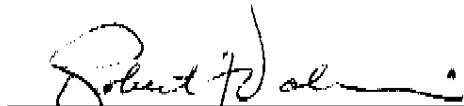
1. Third Party Defendant was engaged by Third Party Plaintiff to perform certain direct marketing efforts on behalf of Sento.
2. Third Party Defendant Fax had no authorization from Plaintiff to engage in any activity which would have violated the Telephone Consumer Protection Act in discharging its contractual obligations to Third Party Plaintiff.
3. In the event that Third Party Defendant sent an unsolicited advertisement to Plaintiff, it did so without any direct or implied authorization from Plaintiff. If any such fax was sent by Third Party Defendant to Plaintiff, Third Party Defendant was acting outside of its contractual obligation to Plaintiff, and not as Plaintiff's agent.

4. In the event Third Party Plaintiff should become obligated to pay any damages to Plaintiff, Third Party Defendant, pursuant to its obligation of common law and contractual indemnity to Third Party Plaintiff is obligated to pay such damages to Plaintiff.

  
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### **CERTIFICATE OF SERVICE**

A copy of the foregoing Answer and Third Party Claim of Defendant, Sento Corporation has been served upon JOSEPH COMPOLI, JR., ESQ., Attorney for Plaintiff, 652 East 185<sup>th</sup> Street, Cleveland, Ohio 44119, by United States mail this 2<sup>nd</sup> day of April, 2001.

  
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Robert J. Valerian