

UNITED STATES DISTRICT COURT

FOR THE

WESTERN DISTRICT OF KENTUCKY

GULLIVER'S TAVERN, INC. d/b/a FOXY LADY	)	
	)	
	)	
Plaintiff	)	
Vs.	)	Civil Action No. 3:23-cv-00053-RGJ
	)	
	)	
FOXY, INC. d/b/a	)	
FOXY LADY GENTLEMEN'S CLUB	)	
	)	
Defendant	)	

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ANSWER

Comes Defendant, Foxy, Inc. d/b/a Foxy Lady Gentlemen's Club, by counsel, and for its Answer to Plaintiff's Complaint, states as follows:

FIRST DEFENSE

1. Defendant denies for want of knowledge the allegations contained in paragraphs 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 20, 24 and 40 of Plaintiff's Complaint.
2. Defendant denies the allegations contained in paragraphs 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 36, 37, 38, 41 and 42 of Plaintiff's Complaint.
3. Defendant admits the allegations contained in paragraphs 7, 14 and 15 of Plaintiff's Complaint.

4. Any allegation contained in Plaintiff's Complaint not specifically admitted herein, is hereby denied.

SECOND DEFENSE

Defendant affirmatively states that Plaintiff's Complaint fails to state a claim against Defendant upon which relief can be granted.

THIRD DEFENSE

Defendant affirmatively states that Plaintiff's Complaint is barred by the doctrines of estoppel, laches, waiver and the applicable statute of limitations.

FOURTH DEFENSE

Defendant affirmatively states that any alleged use of Plaintiff's mark by Defendant, which Defendant specifically denies, was not used in interstate commerce.

FIFTH DEFENSE

Defendant affirmatively states that any alleged use of Plaintiff's mark by Defendant, which Defendant specifically denies, did not cause a likelihood of confusion.

SIXTH DEFENSE

Defendant affirmatively states that any alleged use of Plaintiff's mark by Defendant, which Defendant specifically denies, was a fair use of Plaintiff's mark.

SEVENTH DEFENSE

Defendant asserts as affirmative defenses all defenses contained in Federal Rules of Civil Procedure 8(c) and 12 (b) as if fully rewritten herein.

EIGHTH DEFENSE

Defendant reserves the right to amend this Answer and/or assert a Counterclaim as indicated by discovery.

WHEREFORE, Defendant, Foxy, Inc. d/b/a Foxy Lady Gentlemen's Club, demands as follows:

1. That Plaintiff's Complaint be dismissed at Plaintiff's cost;
2. That Defendant be reimbursed for its costs and attorney fees incurred herein; and
3. All proper relief.

/s/ Ray H. Stoess, Jr.  
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*Counsel for Defendant*

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing Answer was served on the person named below by electronic mail and regular U.S. mail this 24<sup>th</sup> day of February, 2023:

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*Counsel for Plaintiff, Gulliver's Tavern, Inc.  
d/b/a Foxy Lady*

/s/ Ray H. Stoess, Jr.  
RAY H. STOESS, JR.