UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS

GULLIVER'S TAVERN, INC.,)
Plaintiff,	
v.	
FRANK'S OF BROCKTON, INC.	
Defendant.)

Civil Action No.:

COMPLAINT

Plaintiff, Gulliver's Tavern, Inc. ("Gullivers") brings this action against Defendant Frank's of Brockton, Inc. ("Franks"), as follows:

NATURE OF THE ACTION

1. This is an action for breach of contract and trademark infringement, arising out of Franks' breach of a licensing agreement pursuant to which Gullivers licensed its "FOXY LADY" trademark to Franks for Franks' use in its business, in exchange for weekly payments of \$3,000 (the "Licensing Agreement"). Franks has breached its obligation under the Licensing Agreement by failing to make payment since March of 2020. Further, despite its failure to pay as required under the Licensing Agreement, Franks has continued its use of the "FOXY LADY" mark in connection with its marketing, advertising, promotion and sale of services, thereby infringing upon Gulivers' rights as the holder of a federally registered service mark under Section 32(1) of the Lanham Act, 15 U.S.C. Section 1114(1) and those rights maintained by Gullivers under the common laws of the Commonwealth of Massachusetts.

PARTIES

2. Gullivers is a Rhode Island corporation with a principal place of business at 318 Chalkstone Ave., Providence, RI 02908.

3. Franks is a Massachusetts corporation with a principal place of business at 265 North Pearl Street, Brockton, MA 02301.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action under 15 U.S.C. § 1121,
28 U.S.C. §§ 1331, 1332 and pursuant to principles of supplemental jurisdiction under 28 U.S.C.
§ 1367.

5. Venue is proper under 28 U.S.C. § 1391(b)(1), in that Franks resides in this district and § 1391(b)(2) because a substantial part of the events giving rise to the claim occurred in this district.

RELEVANT FACTS

6. Gullivers is the owner of a valid and subsisting United States service mark Registration No. 2809938 on the Principal Register in the U.S. Patent and Trademark Office for the service mark "FOXY LADY". Attached as <u>Exhibit 1</u> is a true and accurate copy of a printout from the USPTO's website containing the requisite registration information.

7. Gullivers filed for registration of the "FOXY LADY" mark on August 22, 2002, for use with entertainment in the nature of live performances for an adult audience, namely, exotic dance performances. *See* Ex. 1. It obtained registration of the "FOXY LADY" mark on February 3, 2004 and the mark remains live to date and has acquired incontestable status. *Id.*

Case 1:22-cv-10653-IT Document 1 Filed 05/02/22 Page 3 of 8

8. Gullivers, and/or its licensees, has used the "FOXY LADY" mark in commerce continuously throughout the United States since it obtained registration, in connection with the advertising, marketing, promotion and sale of services.

9. As a result of its widespread, continuous and exclusive use of the "FOXY LADY" mark to identify its services and Gullivers as the source of those services, Gullivers owns valid and subsisting federal statutory and state common law rights to the "FOXY LADY" mark.

10. Franks operates an adult entertainment club in Brockton called the Boardroom Cabaret, f/k/a the Foxy Brockton.

11. Approximately twenty years ago, Gullivers entered into an agreement with Franks whereby Gullivers would license the "FOXY LADY" mark to Franks for its use in connection with advertising, marketing, promotion and sale of services at the Foxy Brockton, in exchange for weekly payments by Franks to Gullivers of \$3,000 (the "Licensing Fee").

12. Franks paid the Licensing Fee to Gullivers on a weekly basis for more than twenty years continuing on to March 20, 2020, at which point Franks ceased making payments in violation of the Licensing Agreement.

13. Gullivers has taken steps to scrupulously protect against infringement of its rights in connection with the "FOXY LADY" mark.

14. Gullivers, through counsel, sent an initial cease-and-desist letter to Franks in August of 2021, informing Franks that because of its failure to pay the Licensing Fee, Franks was no longer authorized to use the "FOXY LADY" mark and that any continued use constituted trademark infringement.

Case 1:22-cv-10653-IT Document 1 Filed 05/02/22 Page 4 of 8

15. Franks, through counsel, responded on August 31, 2021 with a letter of its own, stating it had "removed all signage and other references to the FOXY LADY mark" A true and accurate copy of this letter is attached as <u>Exhibit 2.</u>

16. Despite the statements in this letter, Franks took insufficient steps to remove such references to Gulliver's mark. In fact, Franks continues to unlawfully use and exploit for its benefit Gullivers' "FOXY LADY" mark in connection with its business at the Boardroom Cabaret, including on its signage, its website (<u>www.foxybrockton.com/index</u>) and multiple subpages, all of which are under Franks' control. True and accurate copies of images depicting Franks' use of the mark are attached as <u>Exhibit 3</u>.

17. Franks also prominently displays the "FOXY LADY" mark on multiple social media accounts linked to the new website for the Boardroom Cabaret. A true and accurate copy of an image depicting this twitter account is attached as <u>Exhibit 4</u>.

On February 15, 2022, Gullivers sent Franks a second cease-and-desist letter,
 through counsel, concerning Franks' unlawful use and exploitation of the "FOXY LADY" mark.
 A true and accurate copy of this letter is attached as <u>Exhibit 5</u>.

19. In this most recent letter, Gullivers demanded Franks immediately cease and desist utilizing the "FOXY LADY" mark in any way, including through the above-referenced websites, and through any other marketing, advertising or other materials relating to either the Boardroom Cabaret or the Foxy Brockton or any other internet website under Franks' control. Upon information and belief, Franks continues to use the "FOXY LADY" mark without authorization.

20. To date, Franks owes Gullivers at least \$303,000 in licensing fees, which constitutes 101 weeks of use without payment.

Case 1:22-cv-10653-IT Document 1 Filed 05/02/22 Page 5 of 8

21. Further, Franks has profited off its unauthorized use of the 'FOXY LADY" mark, to Gullivers' detriment.

COUNT ONE (Breach of Contract)

22. Gullivers repeats and realleges each of the preceding allegations as if the same were set forth fully herein.

23. Gullivers and Franks entered into the Licensing Agreement, whereby Gullivers agreed to license its "FOXY LADY" mark to Franks for Franks to use in connection with its advertising, marketing, promotion and sale of services, in exchange for weekly payments of \$3,000.

24. The Licensing Agreement is a valid, binding contract.

25. Franks has breached the Licensing Agreement by failing to make said payments since at least March of 2020, amounting to \$303,000 in unpaid licensing fees.

26. As a direct and proximate result of Frank's breach, Gullivers has suffered and will continue to suffer damages, in an amount to be determined at trial, but not less than \$303,000.

COUNT TWO (Breach of Implied Covenant of Good Faith and Fair Dealing)

27. Gullivers repeats and realleges the preceding allegations as if the same were set forth fully herein.

28. Gullivers and Franks entered into a valid and binding contract in the form of the Licensing Agreement, which is governed by Massachusetts law.

29. Under Massachusetts law the implied covenant of good faith and fair dealing is implied in all contracts, which requires parties to a contract to deal fairly and in good faith with one another.

Case 1:22-cv-10653-IT Document 1 Filed 05/02/22 Page 6 of 8

30. Franks' actions had the effect of depriving Gullivers of the benefit of the bargain to which the parties agreed in the Licensing Agreement.

31. Such conduct constitutes a breach of the implied duty of good faith and fair dealing.

32. As a direct and proximate cause of Franks' breach, Gullivers has suffered and will continue to suffer r damages, in an amount to be determined at trial, but not less than \$303,000.

COUNT THREE (Trademark Infringement – 15 U.S.C. § 1114(1))

33. Franks' willful unauthorized use of the "FOXY LADY" mark in connection with its advertising, marketing, promotion and sale of services constitutes a use in commerce of a word, term, name, symbol, or device, or some combination thereof, which is likely to cause confusion or mistake, or to deceive as to the affiliation, connection, or association among and between the parties and their respective goods and services, or confusion or mistake as to the origin, sponsorship, or approval of the parties' respective goods and services, in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

34. Upon information and belief, Franks has committed the foregoing acts of infringement with full knowledge of Gullivers' rights in the "FOXY LADY" mark and with the willful intent to cause confusion and trade on Gullivers' goodwill.

35. Gullivers has been, is now, and will be irreparably injured if Franks is not enjoined from continuing its infringing use and advertising of the "FOXY LADY" mark in connection with its advertising, marketing, promotion and sale of similar and competitive services.

36. Gullivers is entitled to, among other relief, injunctive relief and an award of actual damages, Franks' profits from its unauthorized use of the "FOXY LADY" mark, reasonable

Case 1:22-cv-10653-IT Document 1 Filed 05/02/22 Page 7 of 8

attorneys' fees and costs under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116 and 1117, together with prejudgment and post-judgment interest.

COUNT FOUR (State Trademark Infringement)

37. Gullivers repeats and realleges the preceding allegations as if the same were set forth fully herein.

38. Franks' willful unauthorized use of the "FOXY LADY" mark in connection with its advertising, marketing, promotion and sale of services is likely to cause confusion, cause mistake, or deceive consumers or potential consumers in violation of Massachusetts common law.

39. Upon information and belief, Franks' actions as described above have at all times relevant to this action been willful.

40. Gullivers has been, is now, and will be irreparably injured if Franks is not enjoined from continuing its infringing use of the "FOXY LADY" mark in connection with its advertising, marketing, promotion and sale of similar and competitive services.

41. Gullivers is entitled to, among other relief, injunctive relief and an award of actual damages and Franks' profits from its unauthorized use of the "FOXY LADY" mark, together with prejudgment and post-judgment interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff hereby requests this Honorable Court award it the following relief:A. Enter judgment in its favor on Counts I and II in an amount to be determined at trial, but

not less than \$303,000, together with contractual and statutory interest;

B. Direct Franks to immediately cease all display, marketing, advertising and promotion incorporating the "FOXY LADY" mark, under Counts III and IV;

991904.1

- C. Grant Gullivers an injunction, under Counts III and IV, permanently enjoining Franks, its employees, agents, officers, directors, successors, affiliates, subsidiaries and assigns from:
 - 1. Marketing, advertising, promoting or authorizing any third party to market, advertise or promote Franks' services bearing the "FOXY LADY" mark; and
 - Engaging in any activity that infringes upon Gullivers' rights in its 'FOXY LADY" mark;
- D. Enter judgment in its favor on Counts III and IV in an amount to be determined at trial, but not less than \$303,000, together with interest, reasonable attorneys' fees and costs; and
- E. Any such other and further relief as the Court deems just and proper

JURY DEMAND

Plaintiffs hereby demands a trial jury on all matters so triable.

Respectfully submitted,

GULLIVER'S TAVERN, INC.

By its attorney,

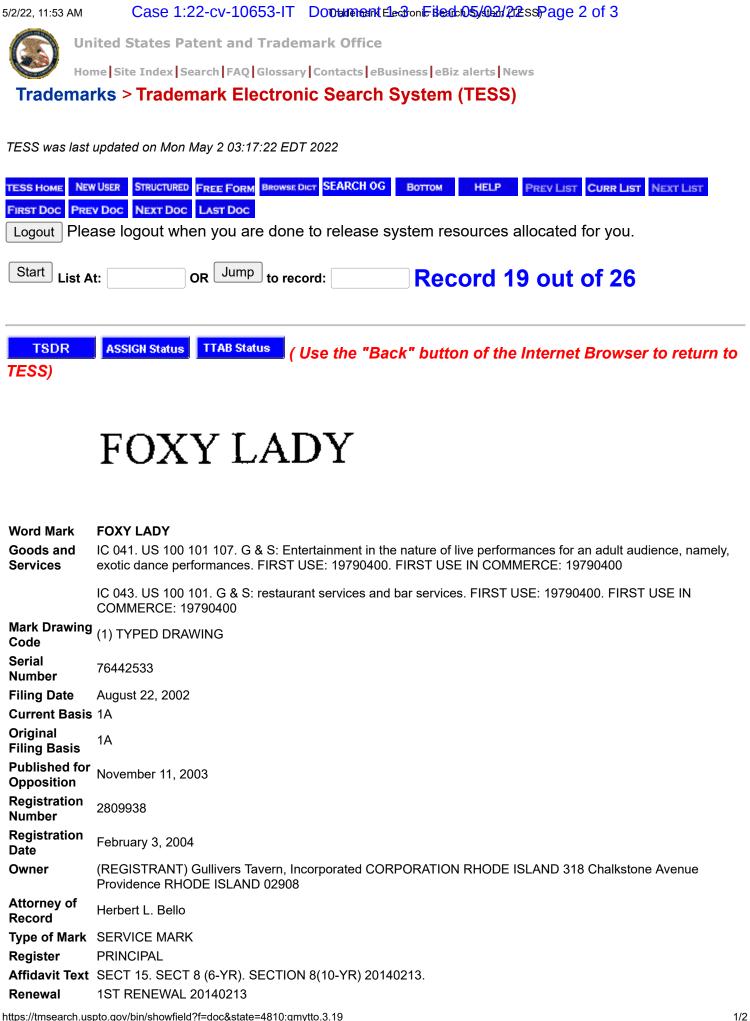
<u>/s/ James E. Gallagher</u> James E. Gallagher, BBO #677588 Davis Malm & D'Agostine, P.C., One Boston Place, 37th Floor Boston, MA 02108 (617) 367-2500 jgallagher@davismalm.com

Dated: May 2, 2022.

Case 1:22-cv-10653-IT Document 1-3 Filed 05/02/22 Page 1 of 3

EXHIBIT 1

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5/2/22, 11:53 AM Case 1:22-cv-10653-IT Dorbument Electronic Beach 05/4021/2025 SPage 3 of 3

Live/Dead LIVE Indicator

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FIRST DOC PREV DOC	NEXT DOC	LAST DOC							

|.HOME | SITE INDEX | SEARCH | eBUSINESS | HELP | PRIVACY POLICY

Case 1:22-cv-10653-IT Document 1-4 Filed 05/02/22 Page 1 of 5

EXHIBIT 2



August 31, 2021

<u>Via Email</u> April I. Halle, Esq. The Halle Law Firm PA 2929 E. Commercial Boulevard, Suite 300 Fort Lauderdale, Florida 33308 info@hallelawfirm.com

Re: <u>Frank's of Brockton, Inc. and the FOXY LADY Trademark</u> (Our ref: F2126-4001)

Dear Ms. Halle:

Our firm represents Frank's of Brockton, Inc. ("Frank's") in intellectual property matters. We have received your letter of August 2, 2021 on behalf of Gulliver's Tavern, Inc. ("Gulliver's"); have reviewed and discussed it with our client; and have concluded that it is wholly meritless.

Your assertion that Frank's owes Gulliver's any money under any agreement is wrong. For years, Frank's consistently made weekly payments, by check made payable to "Thomas Tsoumas", for the right to use the FOXY LADY trademark. Your letter acknowledges that these licensing payments were duly made until February 2019—thereby confirming that Gulliver's Tavern had no issue with this method of payment for all those years. The entire basis for your letter is simply to complain that such payments allegedly ceased in February 2019.

In fact, Frank's continued to send these checks to Thomas Tsoumas through March 13, 2020. Every one of these payments since inception is documented in 1099 forms. A summary detailing the payments for the date range in question is enclosed.

The same week in March 2020 that last payment was made, Governor Charlie Baker of Massachusetts ordered non-essential businesses closed due to the COVID-19 pandemic, as you may be aware. Frank's complied and shut its doors, and therefore ceased using the FOXY LADY trademark at that time.

By the time Frank's reopened in 2021, it had removed all signage and other references to the FOXY LADY mark, effectively terminating any agreement with Thomas Tsoumas concerning the mark, as it was entitled to do.

As you can see, Frank's paid licensing fees covering every single day it operated under the FOXY LADY mark, until the time it permanently ceased using the mark in March 2020. It owes no further money to Gulliver's Tavern or anyone else.



April I. Halle, Esq. August 31, 2021 Page 2

Your assertion that Frank's is making an unauthorized use of the foxybrockton.com domain is similarly incorrect. Frank's has taken care to avoid suggesting any current connection with the FOXY LADY mark on its website; the FOXY LADY mark does not appear on the site. You also have not shown (and cannot show) that the domain was registered in bad faith, which you would have to prove in order to prevail in any sort of Uniform Domain Name Dispute Resolution Policy (UDRP) or cybersquatting proceeding.

While some third-party websites may refer to Frank's establishment as "formerly the Foxy Lady Brockton," Frank's is not responsible for the content of such sites. Even if it were, those sort of factual statements are protected under the doctrine of fair use. Again, Frank's has taken every effort to make clear it is not currently associated with the FOXY LADY mark.

To the extent your client is upset that its payments from *Mr. Tsoumas* apparently ceased in February 2019, that does not concern Frank's. We therefore consider this matter closed. Should you feel there is anything further to discuss, however, please feel free to call me.

Nothing in this letter constitutes a waiver of any relief available to Frank's, which is prepared to seek all available remedies.

Sincerely,

LANDO & ANASTASI, LLP

Nathan T. Harris

Enclosure

21 al Basis		Ac	COUNT QUICKREPORT All Transactions		
Туре	Date	Num	Name	Memo	Amount
Check Check	02/08/2019 02/15/2019	9109 9127	Thomas Tsoumas Thomas Tsoumas		3,000.00 3,000.00
Check	02/22/2019	9142	Thomas Tsoumas		3,000.00
Check	03/01/2019	9145	Thomas Tsoumas		6,000.00
Check	03/15/2019	9167	Thomas Tsoumas		3,000.00
Check	03/22/2019	9191	Thomas Tsoumas		3,000.00
Check Check	03/29/2019 04/05/2019	9209 9219	Thomas Tsoumas Thomas Tsoumas		3,000.00 3,000.00
Check	04/12/2019	9233	Thomas Tsoumas		3,000.00
Check	04/19/2019	9252	Thomas Tsoumas		3,000.00
Check	04/26/2019	9265	Thomas Tsoumas		3,000.00
Check	05/03/2019	9280	Thomas Tsoumas		3,000.00
Check Check	05/10/2019 05/17/2019	9294 9310	Thomas Tsoumas Thomas Tsoumas		3,000.00 3,000.00
Check	05/24/2019	9317	Thomas Tsoumas		3,000.00
Check	05/31/2019	9332	Thomas Tsoumas		3,000.00
Check	06/07/2019	9346	Thomas Tsoumas		3,000.00
Check	06/14/2019	9365	Thomas Tsoumas		3,000.00
Check	06/21/2019	9381 9393	Thomas Tsoumas		3,000.00
Check Check	06/28/2019 07/05/2019	9393 9404	Thomas Tsoumas Thomas Tsoumas		3,000.00 3,000.00
Check	07/12/2019	9415	Thomas Tsoumas		3,000.00
Check	07/19/2019	9432	Thomas Tsoumas		3,000.00
Check	07/26/2019	9443	Thomas Tsoumas		3,000.00
Check	08/02/2019	9458	Thomas Tsoumas		3,000.00
Check Check	08/09/2019 08/16/2019	9459 9476	Thomas Tsoumas Thomas Tsoumas		3,000.00 3,000.00
Check	08/23/2019	9496	Thomas Tsoumas		3,000.00
Check	08/30/2019	9509	Thomas Tsoumas		3,000.00
Check	09/06/2019	9532	Thomas Tsoumas		3,000.00
Check	09/13/2019	9544	Thomas Tsoumas		3,000.00
Check Check	09/20/2019 09/27/2019	9552 9574	Thomas Tsoumas Thomas Tsoumas		3,000.00 3,000.00
Check	10/04/2019	9588	Thomas Tsoumas		3,000.00
Check	10/11/2019	9598	Thomas Tsoumas		3,000.00
Check	10/18/2019	9611	Thomas Tsoumas		3,000.00
Check	10/25/2019	9624	Thomas Tsoumas		3,000.00
Check Check	11/01/2019 11/08/2019	9639 9651	Thomas Tsoumas Thomas Tsoumas		3,000.00 3,000.00
Check	11/15/2019	9667	Thomas Tsoumas		3,000.00
Check	11/22/2019	9674	Thomas Tsoumas		3,000.00
Check	11/29/2019	9693	Thomas Tsoumas		3,000.00
Check	12/06/2019	9704	Thomas Tsoumas		3,000.00
Check	12/20/2019	9743	Thomas Tsoumas		6,000.00
Check Check	12/27/2019 01/03/2020	9759 9773	Thomas Tsoumas Thomas Tsoumas		3,000.00 3,000.00
Check	01/10/2020	9786	Thomas Tsoumas		3,000.00
Check	01/17/2020	9796	Thomas Tsoumas		3,000.00
Check	01/24/2020	9811	Thomas Tsoumas		3,000.00
Check	01/31/2020	9825	Thomas Tsoumas		3,000.00
Check	02/07/2020	9827	Thomas Tsoumas		3,000.00
Check Check	02/14/2020 02/21/2020	9853 9864	Thomas Tsoumas Thomas Tsoumas		3,000.00 3,000.00
Check	02/28/2020	9875	Thomas Tsoumas		3,000.00
Check	03/06/2020	9894	Thomas Tsoumas		3,000.00

Case 1:22-cv-10653-IT Document 1-4 Filed 05/02/22 Page 4 of 5

10:10 AM							
08/25/21 Accrual Basis			Acc				
	Туре	Date	Num	Name	Memo	Amount	

Туре	Date	Num	Name	Memo	Amount
Check	03/20/2020	9926	Thomas Tsoumas		3,000.00

Case 1:22-cv-10653-IT Document 1-5 Filed 05/02/22 Page 1 of 5

EXHIBIT 3



THE BIGGEST NAMES. THE BEST SHOWS.

oxy Lady Brockton features some of the most beautiful women in the world
 entertaining you under our state-of-the-art light show. Fully-equipped with seven exclusive VIP areas, enjoy an evening with your special lady in one of our

Case 1:22-cv-10653-IT Document 1-5 Filed 05/02/22 Page 3 of 5

Skybox private rooms seven days a week. Private one-on-one dances always available with our entertainers upon request. Looking for a place to watch the game? Having a bachelor party, or planning a business meeting? We got you covered with our big-screen TVs and newly renovated bar. Speak directly with a member of our management staff by calling **508-894-4040 (tel:+15088944040)** to quickly and easily plan your party today. Located just south of Boston, off Route 24, we are New England's best gentlemen's club.



JOIN US FOR FREE ADMISSION DAILY BEFORE 7PM.

Phone: 508-894-4040 (tel:+15088944040)

(https://www.facebook.com/pages/category/Dance---Night-Club/Foxy-Lady-Brockton-

249573085490955/) (https://www.youtube.com/channel/UCx8q1Ndd9xT3XHs0V1Q28HA)

(https://twitter.com/foxyladyflb) (https://www.instagram.com/foxylady_brockton/)

Mon-Wed: 11:30am - 1:00am Thur-Sat: 11:30am - 2:00am

Sunday: 3:00pm - 1:00am

Foxy Lady Brockton 265 North Pearl Street Brockton, MA 02301 Case 1:22-cv-10653-IT Document 1-6 Filed 05/02/22 Page 1 of 2

EXHIBIT 4

Case 1:22-cv-10653-IT Document 1-6 Filed 05/02/22 Page 2 of 2

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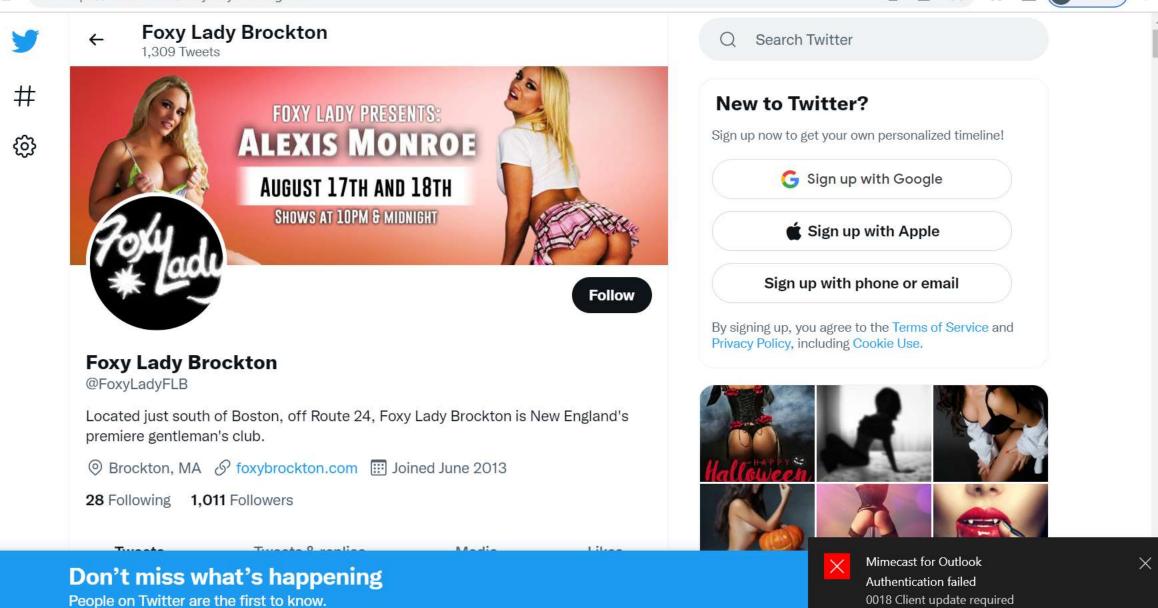
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Case 1:22-cv-10653-IT Document 1-7 Filed 05/02/22 Page 1 of 14

EXHIBIT 5



James E. Gallagher

P: 617.589.3883 | F: 617.523.6215 jgallagher@davismalm.com

VIA FEDERAL EXPRESS, CERTIFIED MAIL & FIRST-CLASS MAIL

February 15, 2022

Nathan T. Harris, Esq. Lando & Anastasi LLP 60 State Street, 23rd Floor Boston, MA 02109

Re: Unlawful Use of Mark – Notice of Default of Licensing Agreement and Cease and Desist

Dear Attorney Harris:

Our firm represents Gulliver's Tavern, Inc. I am writing in response to your letter of August 31, 2021, to make you aware that despite the assertions in your letter your client, Frank's of Brockton, Inc., is in violation of the licensing agreement executed between our clients. Specifically, your client has failed to pay the appropriate licensing fee for use of my client's registered trademark "Foxy Lady", Registration Number 2809938.

By way of background, your client continues to use and exploit our client's trademark without providing any compensation. In your August 31, 2021, letter you claim your client "had removed all signage and other references to the Foxy Lady mark". That is incorrect. Currently, my client's trademark is displayed prominently on the website:

<u>https://www.foxybrockton.com/index</u>, and multiple subpages, all controlled by your client. I am attaching examples of this use for your review. My client's trademark is also displayed on the twitter account linked to your foxybrockton.com website.

It is apparent that despite your letter, your client has not taken any steps to remove my client's trademark from the websites it controls and continues to unlawfully exploit my client's trademark for its benefit. Even accepting a last payment date of March 2020 as you claim in your letter, your client currently owes my client approximately \$282,000 in licensing fees for the ninety-three weeks of use (March 20, 2020 – February 2022) without payment. Demand is hereby made upon your client to make a payment accounting for the weekly \$3,000 payment for the use of my client's trademark from March 20, 2020 through present. Payment of said amount should be paid to my office within thirty (30) days of your receipt of this letter.

Due to your client's breach of the licensing agreement and continued unlawful and unauthorized use of my client's mark, demand is made upon your client to immediately cease and desist



Nathan T. Harris, Esq. Lando & Anastasi LLP February 15, 2022 Page 2

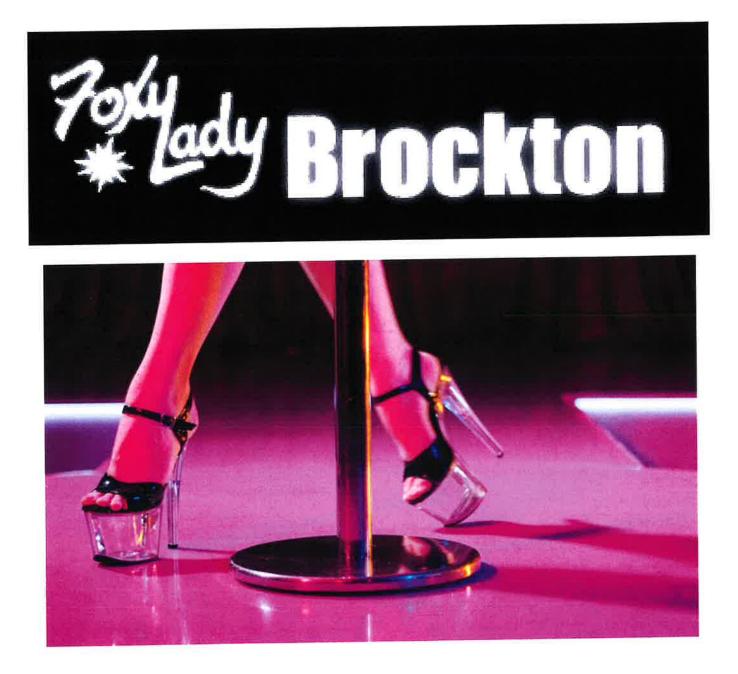
utilizing the "Foxy Lady" mark in any way including, but not limited to through the above referenced websites, and through any marketing, advertising or other materials relating to <u>https://www.foxybrockton.com/</u> or <u>http://www.boardroomcabaret.com/</u> or any other internet website operated by your client.

In addition, because you have profited from the willful and intentional use of our client's trademark without paying the applicable license fee, our client is entitled to damages, including disgorgement of your profits derived from your client's unlawful use and my client's costs to enforce its rights through an action in court. Should your client fail to make a payment of the above amount within thirty (30) days our client has authorized us to enforce its rights through appropriate legal action.

This letter is sent with a full reservation of rights and any future communications should be directed to the undersigned and not to our client.

I await your prompt reply.

Sincerely Gallagher Client



THE BIGGEST NAMES. THE BEST SHOWS.

oxy Lady Brockton features some of the most beautiful women in the world
 entertaining you under our state-of-the-art light show. Fully-equipped with seven exclusive VIP areas, enjoy an evening with your special lady in one of our

Skybox private rooms seven days a week. Private one-on-one dances always available with our entertainers upon request. Looking for a place to watch the game? Having a bachelor party, or planning a business meeting? We got you covered with our bigscreen TVs and newly renovated bar. Speak directly with a member of our management staff by calling **508-894-4040 (tel:+15088944040)** to quickly and easily plan your party today. Located just south of Boston, off Route 24, we are New England's best gentlemen's club.



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(https://www.facebook.com/pages/category/Dance---Night-Club/Foxy-Lady-Brockton-

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(https://twitter.com/foxyladyflb) (https://www.instagram.com/foxylady_brockton/)

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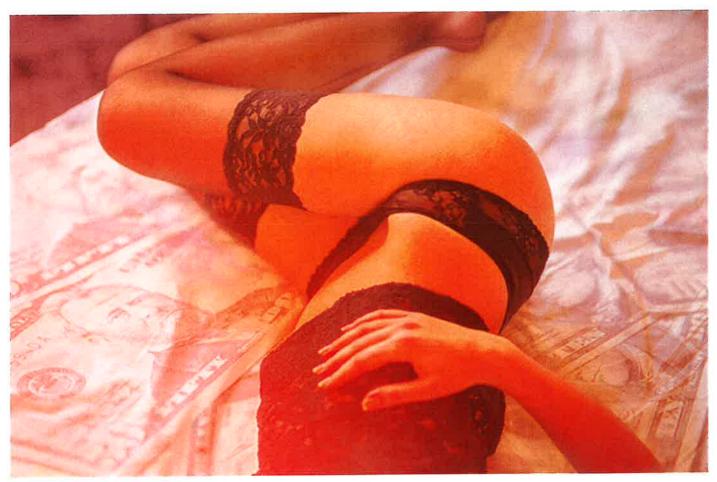
Foxy Lady Brockton 265 North Pearl Street Brockton, MA 02301 2/11/22, 2:19 PM

Foxy Lady Brockton | About



FEATURED ENTERTAINMENT

THE BIGGEST NAMES. THE BEST SHOWS.



(index)

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Foxy Lady Brockton | About



Foxy Lady Brockton showcases the hottest names in the industry on our state-of-the-art

stage.

RUBBER DOLL

November 16th and 17th

NASTAHA NOVA

December 13th, 14th, and 15th

ALEXIS MONROE

December 20th, 21st, and 22nd

(index)

Case 1:22-cv-10653-IT Document 1-7 Filed 05/02/22 Page 10 of 14

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Foxy Lady Brockton | About



Phone: 508-894-4040 (tel:+15088944040)

(https://www.facebook.com/pages/category/Dance---Night-Club/Foxy-Lady-Brockton-

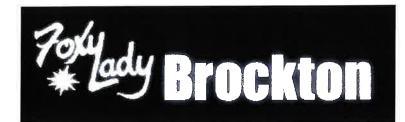
249573085490955/) (https://www.youtube.com/channel/UCx8q1Ndd9xT3XHs0V1Q28HA)

(https://twitter.com/foxyladyflb) (https://www.instagram.com/foxylady_brockton/)

Mon-Wed: 11:30am - 1:00am Thur-Sat: 11:30am - 2:00am Sunday: 3:00pm - 1:00am

Foxy Lady Brockton 265 North Pearl Street Brockton, MA 02301 2/11/22, 2:18 PM

Foxy Lady Brockton | Specials



SPECIALS

HAVE A SPECTACULAR NIGHT OUT WITH US...



(index)

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Foxy Lady Brockton | Specials



FREE ADMISSION

We've got you covered. Join us for free admission daily before 7PM. Going to the game? Bring your ticket stub and enjoy no cover charge.

FOXY LADY T-SHIRT EXTRAVAGANZA

You can't beat this deal. Grab two private dances, a pass to the club, and a free tee-shirt all for a special price!

PRIVATE PARTIES

Planning a private party has never been easier. From bachelor or bachelorette parties to retirement parties, or just a night out on the town, we accommodate private parties of all sizes. We provide superior customer service. Join us!

FOXY DOLLARS

We make cash advances easy with a major credit card. Foxy Dollars spend the same as cash and are available with a major credit card.

(index)

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Planning a night out? Need the perfect venue to host a business meeting? Have a general question? We want to hear from you! Call **508-894-4040 (tel:+15088944040)**, or send a message to management.



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Case 1:22-cv-10653-IT Document 1-7 Filed 05/02/22 Page 14 of 14

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2/11/22, 2:18 PM

Phone: 508-894-4040 (tel:+15088944040)



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(https://twitter.com/foxyladyflb) (https://www.instagram.com/foxylady_brockton/)

Mon-Wed: 11:30am - 1:00am Thur-Sat: 11:30am - 2:00am

Sunday: 3:00pm - 1:00am

Foxy Lady Brockton

265 North Pearl Street

Brockton, MA 02301