

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

EAGLEONE INSIGHTS, LLC,	:	Case No.: 1:24-cv-00432-JPH
	:	
Plaintiff/Counterclaim Defendant,	:	
	:	Judge Jeffery P. Hopkins
v.	:	
	:	
PHOENIX FRANCHISE BRANDS,	:	
LLC,	:	
	:	
Defendant/Counterclaim Plaintiff.	:	

**PLAINTIFF EAGLEONE INSIGHTS, LLC’S ANSWER TO DEFENDANT PHOENIX
FRANCHISE BRANDS, LLC’S COUNTERCLAIM**

Plaintiff/Counterclaim Defendant EagleOne Insights, LLC (“Plaintiff” or “EO”) hereby submits its Answer to Defendant/Counterclaim Plaintiff Phoenix Franchise Brands, LLC’s (“Defendant” or “Phoenix”) Counterclaim as follows:

1. Plaintiff admits the allegations contained in paragraph 1 of the Counterclaim.
2. Plaintiff admits that Defendant is a foreign limited liability company with a principal place of business in the State of Michigan, but neither admits nor denies the remaining allegations in paragraph 2 of the Counterclaim as it lacks sufficient knowledge to form a belief as to the truth thereof.
3. Plaintiff admits the allegations contained in paragraphs 3 and 4 of the Counterclaim.
4. Paragraph 5 of the Counterclaim calls for a legal conclusion and therefore no response is required. To the extent a response is deemed required, the allegations of paragraph 5 are denied.
5. Plaintiff admits that the amount in controversy exceeds \$75,000.00, but neither admits nor denies the remaining allegations in paragraph 6 of the Counterclaim as it lacks sufficient

knowledge to form a belief as to the truth thereof.

6. Plaintiff admits the allegations contained in paragraph 7 of the Counterclaim.

7. Plaintiff admits that Defendant is a Michigan limited liability company, but neither admits nor denies the remaining allegations in paragraph 8 of the Counterclaim as it lacks sufficient knowledge to form a belief as to the truth thereof.

8. As to paragraph 9, Plaintiff admits that the Complaint speaks for itself and is the best evidence of its content, thus no response is required.

9. Paragraph 10 of the Counterclaim calls for a legal conclusion and therefore no response is required. To the extent a response is deemed required, the allegations of paragraph 10 are denied.

10. As to paragraph 11, Plaintiff admits that the Counterclaim speaks for itself and is the best evidence of its content, thus no response is required.

11. Plaintiff admits the allegations contained in paragraphs 12 and 13 of the Counterclaim.

12. As to paragraph 14, Plaintiff admits that the Advertising Agreement speaks for itself and is the best evidence of its content, thus no response is required.

13. Plaintiff denies the allegations contained in paragraph 15 of the Counterclaim.

14. As to paragraphs 16 and 17, Plaintiff admits that the Call Center Agreements speak for themselves and are the best evidence of their contents, thus no response is required.

15. As to paragraph 18, Plaintiff admits that the Call Center Agreements speak for themselves and are the best evidence of their contents, thus no response is required. To the extent a response is required, Plaintiff denies the allegations in paragraph 18 of the Counterclaim.

16. As to paragraph 19, 20, and 21, Plaintiff admits that the Call Center Agreements

speak for themselves and are the best evidence of their contents, thus no response is required.

17. Plaintiff admits the allegations contained in paragraph 22 of the Counterclaim.

18. Plaintiff denies the allegations contained in paragraph 23 of the Counterclaim.

19. Plaintiff neither admits nor denies the allegations in paragraph 24 of the Counterclaim as it lacks sufficient knowledge to form a belief as to the truth thereof.

20. Plaintiff denies each and every allegation contained in paragraph 25 of the Counterclaim, labeled as letters “a” through “l”.

21. Plaintiff denies the allegations contained in paragraph 26 of the Counterclaim.

22. Plaintiff neither admits nor denies the allegations in paragraph 27 of the Counterclaim as it lacks sufficient knowledge to form a belief as to the truth thereof, but denies any wrongdoing.

23. As to paragraph 28, Plaintiff admits that Aaron Bakken is a member of Plaintiff’s Advisory Board, but denies that Aaron Bakken is an officer, director, and/or Board member of Plaintiff.

24. Plaintiff denies the allegations contained in paragraphs 29 and 30 of the Counterclaim.

25. Plaintiff denies the allegations contained in paragraph 31 of the Counterclaim.

26. Plaintiff neither admits nor denies the allegations in paragraph 32 of the Counterclaim as it lacks sufficient knowledge to form a belief as to the truth thereof.

27. Plaintiff admits that Defendant terminated the Call Center Contracts, but denies the remaining allegations contained in paragraph 33 of the Counterclaim.

28. Plaintiff denies the allegations contained in paragraphs 34 and 35 of the Counterclaim.

29. Plaintiff admits that it charged Defendant for call center services in the month of June 2024, but denies the remaining allegations contained in paragraph 36 of the Counterclaim.

30. As to paragraph 37, Plaintiff incorporates all prior admissions and denials as if fully rewritten herein.

31. Plaintiff admits that they entered into the Advertising Agreement and the Call Center Agreements with Defendant, but denies the remaining allegations in paragraph 38 of the Counterclaim.

32. Plaintiff denies the allegations contained in paragraphs 39, 40, 41, 42, and 43 of the Counterclaim.

33. Plaintiff hereby denies all allegations contained in the Counterclaim that are not expressly admitted herein.

AFFIRMATIVE DEFENSES

1. Defendant's Counterclaim fails to state a claim upon which relief can be granted.
2. Defendant's claims are barred by lack of subject matter and/or personal jurisdiction.
3. Defendant's claims are barred for improper venue.
4. Defendant's claims are barred by insufficiency of service and/or insufficiency of service of process upon Plaintiff.
5. Defendant's claims are barred by the applicable statute of limitations.
6. Defendant's claims are barred by accord and satisfaction.
7. Defendant's claims are barred by estoppel.
8. Defendant's claims are barred by the doctrines of fraud and/or illegality.
9. Defendant's claims are barred by the doctrine of laches.
10. Defendant's claims are barred by the doctrine of assumption of the risk.

11. Defendant's claims are barred by its own contributory negligence.
12. Defendant's claims are barred by the statute of frauds.
13. Defendant's claims are barred by waiver.
14. Defendant's claims are offset by the losses incurred by Plaintiff.
15. Defendant's claims are barred or reduced for the failure to mitigate damages.
16. Plaintiff reserves the right to raise additional defenses as additional facts become known during the course of discovery.

WHEREFORE, Plaintiff/Counterclaim Defendant EagleOne Insights, LLC respectfully requests the Court to dismiss Defendant/Counterclaim Plaintiff Phoenix Franchise Brands, LLC's Counterclaim with prejudice and award any additional relief the Court deems proper.

Date: September 3, 2024

Respectfully submitted,

/s/ Stephen S. Schmidt
Stephen S. Schmidt (OH Bar # 0085530)
Andrew D. White (OH Bar # 0103339)
STRAUSS TROY CO., LPA
150 E. Fourth Street, 4th Floor
Cincinnati, Ohio 45202-4018
Telephone No.: (513) 621-2120
Facsimile No.: (513) 241-8259
ssschmidt@strausstroy.com
adwhite@strausstroy.com
Counsel for Plaintiff, EagleOne Insights, LLC

JURY DEMAND

Plaintiff/Counterclaim Defendant EagleOne Insights, LLC hereby demands a trial by jury on all issues so triable as to the claims raised in Defendant/Counterclaim Plaintiff Phoenix Franchise Brands, LLC's Counterclaim and the claims set forth in Plaintiff/Counterclaim Defendant EagleOne Insights, LLC's Complaint.

/s/ Stephen S. Schmidt
Stephen S. Schmidt (OH Bar # 0085530)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been filed electronically with the U.S. District Court this 3rd day of September, 2024. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system. If a party is not given notice electronically through the Court's system a copy will be served by ordinary United States mail, first class postage prepaid.

/s/ Stephen S. Schmidt
Stephen S. Schmidt (OH Bar # 0085530)