

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

<b>Zak Hood,</b>	:	
	:	Case No. 2:22-cv-00486
Plaintiff,	:	
	:	Judge Edmund A. Sargus
v.	:	
	:	Magistrate Judge Kimberly A. Jolson
<b>Jordan Restaurant Group HQ, LLC DBA Hen Quarter, et al.,</b>	:	<b><u>JURY DEMAND ENDORSED HEREON</u></b>
	:	
Defendants.	:	

**DEFENDANTS JORDAN RESTAURANT GROUP HQ, LLC DBA HEN QUARTER,  
JORDAN HOSPITALITY GROUP, LLC, JORDAN RESTAURANT GROUP, LLC, AND  
RON JORDAN’S ANSWER TO PLAINTIFF ZAK HOOD’S  
CLASS AND COLLECTIVE ACTION COMPLAINT**

Defendant Jordan Restaurant Group HQ, LLC DBA Hen Quarter (“Jordan HQ”), Defendant Jordan Hospitality Group, LLC (“Jordan Hospitality”), Defendant Jordan Restaurant Group, LLC (“Jordan Restaurant”) (collectively referred to as the “Defendant Entities” herein), and Defendant Ron Jordan (“Mr. Jordan”) (collectively referred to as “Defendants” along with Defendant Entities herein), for their Answer to Plaintiff Zak Hood’s (“Plaintiff”) Class and Collective Action Complaint (“Complaint”), state as follows:

**FIRST DEFENSE**

1. The allegations contained in paragraph 1 of the Complaint do not require a response, and on that basis, Defendants deny the same.
2. Defendants admit the allegations contained in paragraph 2 of the Complaint.
3. Defendants admit Hen Quarter closed in early January 2022 but deny the remainder of the allegations contained in paragraph 3 of the Complaint as written.
4. Defendants deny the allegations contained in paragraph 4 of the Complaint.

5. The allegations contained in paragraph 5 of the Complaint do not require a response, and on that basis, Defendants deny the same.
6. Defendants deny the allegations contained in paragraph 6 of the Complaint.
7. The allegations contained in paragraph 7 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.
8. Defendants deny the allegations contained in paragraph 8 of the Complaint and assert no class exists.
9. Defendants deny the allegations contained in paragraph 9 of the Complaint and assert no class exists.
10. The allegations contained in paragraph 10 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.
11. The allegations contained in paragraph 11 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.
12. The allegations contained in paragraph 12 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.
13. Defendants are without information to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint, and on that basis deny the same.
14. The allegations contained in paragraph 14 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.
15. Defendants state the document speaks for itself, and on that basis deny the allegations contained in paragraph 15 of the Complaint.
16. Defendants deny the allegations contained in paragraph 16 of the Complaint.
17. Defendants deny the allegations contained in paragraph 17 of the Complaint.

18. Defendants deny the allegations contained in paragraph 18 of the Complaint.
19. Defendants deny the allegations contained in paragraph 19 of the Complaint.
20. Defendants deny the allegations contained in paragraph 20 of the Complaint.
21. Defendant Entities admit the allegations contained in paragraph 21 of the Complaint. As no response is required from Mr. Jordan, Mr. Jordan denies the same.
22. Defendants admit the allegations contained in paragraph 22 of the Complaint.
23. Defendants deny the allegations contained in paragraph 23 of the Complaint.
24. Defendants deny the allegations contained in paragraph 24 of the Complaint.
25. Defendants deny the allegations contained in paragraph 25 of the Complaint.
26. Defendants deny the allegations contained in paragraph 26 of the Complaint.
27. Defendant Entities deny the allegations contained in paragraph 27 of the Complaint. As these allegations are not directed at Mr. Jordan, Mr. Jordan denies the same.
28. Defendant Entities deny the allegations contained in paragraph 28 of the Complaint. As these allegations are not directed at Mr. Jordan, Mr. Jordan denies the same.
29. Defendant Entities deny the allegations contained in paragraph 29 of the Complaint. As these allegations are not directed at Mr. Jordan, Mr. Jordan denies the same.
30. Defendant Entities deny the allegations contained in paragraph 30 of the Complaint. As these allegations are not directed at Mr. Jordan, Mr. Jordan denies the same.
31. The allegations contained in paragraph 31 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.
32. The allegations contained in paragraph 32 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

33. Defendant Entities admit that they have gross revenue and expenses, but deny the implications contained in paragraph 33 of the Complaint. As these allegations are not directed at Mr. Jordan, Mr. Jordan denies the same.

34. Defendant Entities admit that they have gross revenue and expenses, but deny the implications contained in paragraph 34 of the Complaint. As these allegations are not directed at Mr. Jordan, Mr. Jordan denies the same.

35. Mr. Jordan admits that he is an owner of Defendant Entities, but denies the remainder of the allegations contained in paragraph 35 of the Complaint as written. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

36. Mr. Jordan admits that he is involved in the operation of Defendant Entities, but denies the remainder of the allegations contained in paragraph 36 of the Complaint as written. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

37. The term “CEO” is not defined, and on that basis, Mr. Jordan denies the allegations contained in paragraph 37 of the Complaint. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

38. Mr. Jordan admits that he is an owner of Defendant Entities, but denies the remainder of the allegations contained in paragraph 38 of the Complaint as written. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

39. Mr. Jordan denies the allegations contained in paragraph 39 of the Complaint. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

40. The allegations contained in paragraph 40 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

41. Mr. Jordan admits that he is an owner of Defendant Entities, but denies the remainder of the allegations contained in paragraph 41 of the Complaint as written. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

42. Mr. Jordan admits that he is an owner of Defendant Entities, but denies the remainder of the allegations contained in paragraph 42 of the Complaint as written. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

43. Mr. Jordan admits that he is an owner of Defendant Entities, but denies the remainder of the allegations contained in paragraph 43 of the Complaint as written. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

44. Mr. Jordan admits that he is an owner of Defendant Entities, but denies the remainder of the allegations contained in paragraph 44 of the Complaint as written. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

45. Mr. Jordan admits that he is an owner of Defendant Entities, but denies the remainder of the allegations contained in paragraph 45 of the Complaint as written. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

46. Mr. Jordan admits that he is an owner of Defendant Entities, but denies the remainder of the allegations contained in paragraph 46 of the Complaint as written. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

47. Mr. Jordan admits that he is an owner of Defendant Entities, but denies the remainder of the allegations contained in paragraph 47 of the Complaint as written. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

48. The allegations contained in paragraph 48 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

49. Mr. Jordan admits that he is an owner of Defendant Entities, but denies the remainder of the allegations contained in paragraph 49 of the Complaint as written. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

50. Mr. Jordan admits that he is an owner of Defendant Entities, but denies the remainder of the allegations contained in paragraph 50 of the Complaint as written. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

51. Mr. Jordan admits that he is an owner of Defendant Entities, but denies the remainder of the allegations contained in paragraph 51 of the Complaint as written. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

52. Mr. Jordan denies the allegations contained in paragraph 52 of the Complaint. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

53. Defendants deny the allegations contained in paragraph 53 of the Complaint.

54. Mr. Jordan admits that he is an owner of Defendant Entities, but denies the remainder of the allegations contained in paragraph 54 of the Complaint as written. As these allegations are not directed at Defendant Entities, Defendant Entities deny the same.

55. The allegations contained in paragraph 55 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

56. The allegations contained in paragraph 56 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

57. The allegations contained in paragraph 57 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

58. The allegations contained in paragraph 58 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

59. The allegations contained in paragraph 59 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

60. The allegations contained in paragraph 60 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

61. The allegations contained in paragraph 61 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

62. The allegations contained in paragraph 62 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

63. The allegations contained in paragraph 63 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

64. The allegations contained in paragraph 64 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

65. The allegations contained in paragraph 65 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

66. The allegations contained in paragraph 66 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

67. The allegations contained in paragraph 67 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

68. The allegations contained in paragraph 68 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

69. The allegations contained in paragraph 69 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

70. The allegations contained in paragraph 70 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

71. The allegations contained in paragraph 71 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

72. The allegations contained in paragraph 72 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

73. The allegations contained in paragraph 73 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

74. The allegations contained in paragraph 74 of the Complaint are not directed at Defendants, and on that basis, Defendants deny the same.

75. Defendants deny the allegations contained in paragraph 75 of the Complaint.

76. Defendants deny the allegations contained in paragraph 76 of the Complaint.

77. Defendants deny the allegations contained in paragraph 77 of the Complaint.

78. Defendants deny the allegations contained in paragraph 78 of the Complaint.

79. Defendants deny the allegations contained in paragraph 79 of the Complaint.

80. Defendants deny the allegations contained in paragraph 80 of the Complaint.

81. Defendants deny the allegations contained in paragraph 81 of the Complaint.

82. Defendants deny the allegations contained in paragraph 82 of the Complaint.

83. Defendants deny the allegations contained in paragraph 83 of the Complaint.

84. Defendants deny the allegations contained in paragraph 84 of the Complaint.

85. Defendants deny the allegations contained in paragraph 85 of the Complaint.

86. Defendants deny the allegations contained in paragraph 86 of the Complaint.

87. Defendants deny the allegations contained in paragraph 87 of the Complaint.



88. Defendants deny the allegations contained in paragraph 88 of the Complaint.

89. Defendants deny the allegations contained in paragraph 89 of the Complaint.

90. Defendants deny the allegations contained in paragraph 90 of the Complaint.

91. Defendants deny the allegations contained in paragraph 91 of the Complaint.

92. Defendants deny the allegations contained in paragraph 92 of the Complaint.

93. Defendants deny the allegations contained in paragraph 93 of the Complaint.

94. Defendants deny the allegations contained in paragraph 94 of the Complaint.

95. Defendants deny the allegations contained in paragraph 95 of the Complaint.

96. Defendants deny the allegations contained in paragraph 96 of the Complaint.

97. Defendants deny the allegations contained in paragraph 97 of the Complaint.

98. Defendants deny the allegations contained in paragraph 98 of the Complaint.

99. Defendants deny the allegations contained in paragraph 99 of the Complaint.

100. Defendants deny the allegations contained in paragraph 100 of the Complaint.

101. D The allegations contained in paragraph 101 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

102. The allegations contained in paragraph 102 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

103. The allegations contained in paragraph 103 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

104. Defendants deny the allegations contained in paragraph 104 of the Complaint.

105. Defendants deny the allegations contained in paragraph 105 of the Complaint.

106. The allegations contained in paragraph 106 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

107. The allegations contained in paragraph 107 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

108. The allegations contained in paragraph 108 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

109. The allegations contained in paragraph 109 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

110. The allegations contained in paragraph 110 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

111. Defendants deny the allegations contained in paragraph 111 of the Complaint.

112. Defendants deny the allegations contained in paragraph 112 of the Complaint.

113. Defendants deny the allegations contained in paragraph 113 of the Complaint.

114. The allegations contained in paragraph 114 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

115. Defendants deny the allegations contained in paragraph 115 of the Complaint.

116. Defendants deny the allegations contained in paragraph 116 of the Complaint.

117. The allegations contained in paragraph 117 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

118. Defendants deny the allegations contained in paragraph 118 of the Complaint.

119. Defendants are without knowledge to form a belief as to the truth of the allegations contained in paragraph 119, and on that basis deny the same.

120. The allegations contained in paragraph 120 of the Complaint state an opinion of public policy not suitable as to require a response, and on that basis, Defendants deny the same.

121. The allegations contained in paragraph 121 of the Complaint state an opinion of public policy not suitable as to require a response, and on that basis, Defendants deny the same.

122. The allegations contained in paragraph 122 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

123. Defendants deny the allegations contained in paragraph 123 of the Complaint.

124. Defendants restate and incorporate the foregoing responses as if fully rewritten herein.

125. The allegations contained in paragraph 125 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

126. Defendants deny the allegations contained in paragraph 126 of the Complaint.

127. Defendants deny the allegations contained in paragraph 127 of the Complaint.

128. Defendants deny the allegations contained in paragraph 128 of the Complaint.

129. The allegations contained in paragraph 129 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

130. Defendants restate and incorporate the foregoing responses as if fully rewritten herein.

131. Defendants deny the allegations contained in paragraph 131 of the Complaint.

132. The allegations contained in paragraph 132 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

133. The allegations contained in paragraph 133 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

134. The allegations contained in paragraph 134 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

135. Defendants restate and incorporate the foregoing responses as if fully rewritten herein.

136. The allegations contained in paragraph 136 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

137. The allegations contained in paragraph 137 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

138. Defendants deny the allegations contained in paragraph 138 of the Complaint.

139. The allegations contained in paragraph 139 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

140. The allegations contained in paragraph 140 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

141. Defendants restate and incorporate the foregoing responses as if fully rewritten herein.

142. The allegations contained in paragraph 142 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

143. The allegations contained in paragraph 143 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

144. The allegations contained in paragraph 144 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

145. The allegations contained in paragraph 145 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

146. Defendants restate and incorporate the foregoing responses as if fully rewritten herein.

147. The allegations contained in paragraph 147 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

148. The allegations contained in paragraph 148 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.

149. Defendants deny the allegations contained in paragraph 149 of the Complaint.
150. Defendants deny the allegations contained in paragraph 150 of the Complaint.
151. Defendants deny the allegations contained in paragraph 151 of the Complaint.
152. Defendants deny the allegations contained in paragraph 152 of the Complaint.
153. Defendants deny the allegations contained in paragraph 153 of the Complaint.
154. Defendants deny the allegations contained in paragraph 154 of the Complaint.
155. The allegations contained in paragraph 155 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.
156. The allegations contained in paragraph 156 of the Complaint call for a legal conclusion, and on that basis, Defendants deny the same.
157. Defendants deny any and all other allegations contained in the Complaint which were not otherwise specifically admitted above.

**SECOND DEFENSE**

158. The Complaint fails to state a claim or claims upon which relief can be granted.

**THIRD DEFENSE**

159. Plaintiff failed to mitigate his damages.

**FOURTH DEFENSE**

160. Service of process upon Defendants is insufficient.

**FIFTH DEFENSE**

161. Indispensable and/or necessary parties have not been joined to this case.

**SIXTH DEFENSE**

162. Plaintiff failed to satisfy the numerosity requirement of Fed. R. Civ. P. 23.

**SEVENTH DEFENSE**

163. Plaintiff failed to satisfy any requirement of Fed. R. Civ. P. 23.

**EIGHTH DEFENSE**

164. There was no relationship, contractual or otherwise, between Plaintiff and some Defendants, and thus, some Defendants were improperly named as parties to this suit and/or Plaintiff lacks standing to bring suit against some Defendants.

**NINTH DEFENSE**

165. The claims in the Complaint have been waived, released, settled and/or are subject to accord and satisfaction or other compromise. Alternatively, compensation has been accepted in full or partial settlement of these claims, requiring a set-off.

**TENTH DEFENSE**

166. Defendants reserve the right to modify their affirmative defenses and/or assert additional affirmative defenses as they become evident throughout the course of this case.

**THEREFORE**, Defendants pray this case be dismissed at cost to Plaintiff.

Respectfully submitted,

/s/ Todd A. Fichtenberg

Todd A. Fichtenberg (OH-0088176)

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*Attorney for Defendants Jordan Restaurant Group  
HQ, LLC DBA Hen Quarter, Jordan Hospitality  
Group, LLC, Jordan Restaurant Group, LLC and  
Ron Jordan*

**JURY DEMAND**

Defendants demands that a jury hear all issues of the within action triable to a jury.

/s/ Todd A. Fichtenberg

Todd A. Fichtenberg (OH-0088176)

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing was served to the following individuals via this Court's ECF notification to the email address on file with the Court, this 18th day of March, 2022:

Andrew R. Biller  
Andrew P. Kimble  
Riley E. Kane  
BILLER & KIMBLE, LLC  
8044 Montgomery Road, Suite 515  
Cincinnati, OH 45236  
*Attorneys for Plaintiff*

The undersigned certifies that the foregoing was served to the following individuals via regular U.S. mail, postage prepaid, this 18th day of March, 2022:

Keith Warren  
6891 Jersey Dr.  
New Albany, OH 43054  
*Defendant*

/s/ Todd A. Fichtenberg

Todd A. Fichtenberg (OH-0088176)