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**IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE DISTRICT OF IDAHO, EASTERN DIVISION**

CONESTOGA WAGON CO. LLC, a
Wyoming limited liability company,

Plaintiff,

v.

PLAINSCRAFT, LLC, a Kansas limited liability
company,

Defendant.

COMPLAINT AND JURY DEMAND

Case No.

Judge:

Plaintiff, Conestoga Wagon Co. LLC (“**Conestoga**” or “**Plaintiff**”), by and through its undersigned counsel of record, complains against Defendant PlainsCraft, LLC as follows:

NATURE OF THE ACTION

1. This is an action for trademark infringement, trade dress infringement, unfair competition, and other unlawful acts in violation of the laws of the United States and the State of Idaho. Conestoga seeks an injunction, damages, and related relief.

PARTIES, JURISDICTION, AND VENUE

2. Plaintiff, Conestoga Wagon Co. LLC (“**Conestoga**” or “**Plaintiff**”) is a Wyoming limited liability company with its principal place of business located in Bloomington, Bear Lake County, Idaho.

3. Defendant, PlainsCraft, LLC (“**PlainsCraft**” or “**Defendant**”) is a Kansas limited liability company with its principal place of business located in Kansas.

4. This Court has subject matter jurisdiction over Conestoga’s federal claims under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a). Jurisdiction over the state law claims herein is based on 28 U.S.C. §§ 1338(b) and 1367.

5. This Court has personal jurisdiction over PlainsCraft at least because PlainsCraft has substantial contacts in this District related to the claims in this action.

6. This Court also has personal jurisdiction because, as discussed further below, PlainsCraft reached into this District by, among other things, falsely pretending to be a potential buyer of Conestoga’s product in order to obtain detailed information about Conestoga’s product, which PlainsCraft then used to manufacture and sell a knock-off product in direct competition to Conestoga.

7. This Court also has personal jurisdiction because, as discussed further in this below, PlainsCraft maintains a website where it sells its knock-off product to consumers within this District and actively markets itself in this District while infringing Conestoga’s trademarks and trade dress. PlainsCraft’s website further encourages repeated interactions by providing consumers the ability to join an e-mail mailing list and follow PlainsCraft’s Facebook and Instagram accounts. Thus, PlainsCraft’s interactive website purposely directs activity towards this District by facilitating business with residents of this District.

8. This Court also has personal jurisdiction because PlainsCraft knew about Conestoga's ownership of the Conestoga trademarks and trade dress, knew that Conestoga was located in this District, and has engaged in and continues to engage in willful trademark infringement, trade dress infringement, and unfair competition directed against Conestoga. PlainsCraft knew and intended that the brunt of the harm to Conestoga's reputation from its willful infringement would be felt in this District.

9. Venue is proper in the District under 28 U.S.C. § 1391, because, upon information and belief, and for the reasons set forth herein, a substantial part of the events and rights giving rise to this action occurred in and exist in this District. Venue is convenient in this District, as many key documents and witnesses reside in or near this District.

FACTUAL ALLEGATIONS

Conestoga's Business and Its Luxury Covered Camping Wagons

10. Conestoga is a leading manufacturer of luxury covered camping wagons that it sells to campgrounds and other types of customers across the United States.

11. Conestoga has been producing, marketing, and selling its luxury covered camping wagon since 2015, and has sold its wagon in at least the following states: Idaho, California, Oregon, Washington, Montana, Arizona, Utah, New Mexico, North Dakota, South Dakota, Wyoming, Colorado, Texas, Oklahoma, Minnesota, Tennessee, Florida, North Carolina, New Jersey, New York, Main, Missouri, and Kentucky.

12. From the exterior, Conestoga's luxury covered camping wagons suggest resemblance to the covered wagons known as "Conestoga wagons" which were used in the late 18th and 19th centuries throughout the United States in that Conestoga's luxury covered camping wagons are covered wagons whose ends and canopy (supported by interior outward bowing hoops)

are not perpendicular, but slope or bow outwards. *See Exhibit 1*, attached to this Complaint, for photos of the exterior of a historical “Conestoga wagon” within an online article discussing the history of the “Conestoga wagon,”¹ and *Exhibit 2*, attached to this Complaint, for photos of Conestoga’s product.²

13. Historically, “Conestoga wagons” were distinctive from other covered wagons because the floor was slightly curved upward like a smile to minimize the shifting of goods during transport.

14. While Conestoga’s luxury covered camping wagon is somewhat similar, or reminiscent, of a historical “Conestoga wagon” in shape, Conestoga’s camping wagon is different in that it has a flat floor to accommodate comfortable interior furnishings, such as a king sized bed and one or two twin bunk beds (with a wagon wheel table in the one twin bunk bed design), for a luxury camping, or “glamping”, experience.

15. In addition, while the historical “Conestoga wagon” had spoked wooden wheels whose tops came above the wagon’s floorboard, the ornate, wooden spoked wheels on Conestoga’s luxury covered camping wagons are entirely below the level of the floorboard.

16. Plaintiff Conestoga chose its name to evoke in campers a nostalgia for the historical covered wagon.

17. The combination of an exterior that resembled a historical covered wagon and a luxury interior has made Conestoga’s wagon a unique luxury camping, or “glamping”, experience

¹ See <https://www.thegreatcoursesdaily.com/the-conestoga-wagon-pushing-westward/> (website last reviewed July 2, 2019).

² These photos and further photos available at the following page within Conestoga’s website: <https://conestogawagonco.com/gallery/> (website last reviewed July 2, 2019).

for the end consumer, the camper. Interior photos of Conestoga's luxury covered camping wagon are attached hereto as **Exhibit 3**.³

18. It took many years of trial-and-error for Conestoga to improve and perfect its product and manufacturing process to produce and sell its luxury covered camping wagons.

19. Conestoga registered as a Wyoming limited liability company in 2015 and has extensively used and promoted certain well-known trademarks and distinctive trade dress in connection with the sale of its luxury covered camping wagons.

Conestoga's Well-Known Trademarks

20. Conestoga has marketed its wagons with trademarks that contain, among other things, the following unique elements:

- a. The prominent use of the word "Conestoga" in its trademarks to promote a nostalgia for the historical covered wagon;
- b. The silhouette of a wagon having an outwardly protruding (i.e., not perpendicular) baseboard with a hoop supported, outward bowing, covering; and
- c. A semicircle located around and above the wagon silhouette.

See <https://conestogawagonco.com/>, whose initial website page is attached hereto as **Exhibit 4**.⁴

21. More specifically, Conestoga has extensively and exclusively used, and is thus the owner of common law trademark rights in, the following trademarks in relation to wagons (collectively, the "**CONESTOGA Marks**"):

- a. CONESTOGA (the "**CONESTOGA Word Mark**");

³ These photos and further photos available at the following page within Conestoga's website: <https://conestogawagonco.com/gallery/> (website last reviewed July 2, 2019).

⁴ See <https://conestogawagonco.com/> (website last reviewed July 2, 2019).

- b. CONESTOGA WAGON CO. (the “**CONESTOGA WAGON CO. Word Mark**”); and
- c. The “**CONESTOGA WAGON CO. & Design Mark**”, shown here:



22. Accordingly, Conestoga is the owner of the following U.S. trademark applications covering the CONESTOGA Marks:

- a. Application Ser. No. 88369448 for the CONESTOGA Word Mark, filed April 3, 2019;
- b. Application Ser. No. 88349456 for the CONESTOGA WAGON CO. Word Mark, filed March 20, 2019;
- c. Application Ser. No. 88349461 for the CONESTOGA WAGON CO. & Design Mark, filed March 20, 2019.

23. The CONESTOGA Marks are always prominently displayed in connection with Conestoga’s luxury covered camping wagons and in Conestoga’s marketing. *See, e.g.,* <https://conestogawagonco.com/>, whose initial website page is attached hereto as **Exhibit 4**⁵; *see also* <https://www.instagram.com/conestogawagon/>, a website page printout of which is attached hereto as **Exhibit 5**.⁶

⁵ *See* <https://conestogawagonco.com/> (website last reviewed July 2, 2019).

⁶ *See* <https://www.instagram.com/conestogawagon/> (website last reviewed July 2, 2019).

24. Conestoga first used the CONESTOGA Marks at least as early as January 1, 2016 and has continuously, extensively, and exclusively used the CONESTOGA Marks in commerce in the U.S. since that time.

25. As a result of Conestoga's continuous and exclusive use, and Conestoga's substantial marketing and promotion, the CONESTOGA Marks have become distinctive identifiers of Conestoga.

Conestoga's Distinctive Trade Dress

26. Conestoga has rights to the trade dress of its wagons (the "**Conestoga Trade Dress**").

27. In particular, the Conestoga Trade Dress includes a number of unique features, which, when combined, give the product its inherent, distinctive look, including but not limited to one or more of the following:

- a. A long, wooden, flat-bottom base with wooden ends that slope outward (not perpendicular) to evoke the shape of the historical "Conestoga wagon";
- b. White fabric covering supported by outward-bowing interior hoops (for the covered wagon-type experience) with the end hoops sloping outward (like the wooden base) to give the covering a distinctive silhouette to evoke the shape of historical "Conestoga wagons";
- c. Large wooden, spoked wheels mounted below the base so that the ornate, wooden, and spoked wheels are fully visible below the wagon's floorboard;
- d. A flat bottomed, wooden planked interior that allows for comfortable interior furnishings for a glamping experience, such as a king-sized bed, one

or two twin-sized beds, and a table (in the models with one twin-sized bed);
and

- e. A sloped forty-five degree wooden ladder, attached to a ledge that is affixed to the wagon camper, to gain access to the wagon camper
- f. A front driver's seat that creates a distinctive "nose" to the wagon, which has a unique storage compartment below the seat that swings top hinges.

28. Conestoga was the first to introduce the features comprising the Conestoga Trade Dress for wagons into interstate commerce.

29. Sales under Conestoga's Trade Dress trade dress have been substantial.

30. The Conestoga Trade Dress is distinctive of Conestoga.

31. The Conestoga Trade Dress is inherently distinctive.

32. The Conestoga Trade Dress has acquired distinctiveness, also known as secondary meaning.

33. The Conestoga Trade Dress has acquired distinctiveness as demonstrated by, *inter alia*: Conestoga's expenditure of over \$375,000 dollars promoting and popularizing the Conestoga Trade Dress through advertising; Conestoga's sales success, having generated approximately \$3.4 Million Dollars of revenue since 2016 (with most of the revenue in 2018 and 2019); Conestoga's extensive, exclusive use of the Conestoga Trade Dress; recognition of the Conestoga Trade Dress and the goodwill associated therewith in the industry; and PlainsCraft's plagiarism, described in more detail below, which trades off the Conestoga Trade Dress and the goodwill and success associated therewith.

34. The Conestoga Trade Dress is non-functional.

35. The Conestoga Trade Dress provides a unique ornamental and aesthetic appearance that was designed by Conestoga.

36. The Conestoga Trade Dress is not essential to the use of the purpose of Conestoga's wagons.

37. There are numerous alternative means to perform the function of promoting and selling goods and services without using the Conestoga Trade Dress.

38. The Conestoga Trade Dress has become associated with Conestoga.

39. Conestoga has been devoted to bringing luxury covered camping wagons to the relevant consuming public. Conestoga has expended significant resources in research and development for its products.

40. The CONESTOGA Marks and the Conestoga Trade Dress are inherently distinctive and strong when used in relation to wagons.

41. Because of Conestoga's extensive and exclusive use and promotion of the CONESTOGA Marks and the Conestoga Trade Dress, the same have become distinctive of Conestoga, indicating a single source of origin of Conestoga's goods, and have acquired secondary meaning.

42. Conestoga has used the CONESTOGA Marks and the Conestoga Trade Dress continuously, exclusively, and extensively since at least as early as January 1, 2016.

43. Conestoga has used the CONESTOGA Marks and the Conestoga Trade Dress extensively since its first use thereof, in connection with luxury covered camping wagons.

44. Conestoga has advertised and otherwise promoted the CONESTOGA Marks and the Conestoga Trade Dress extensively since its first use thereof, through the internet, social media applications, trade shows, and by other means.

45. Conestoga's luxury covered camping wagons bearing the CONESTOGA Marks and the Conestoga Trade Dress have been sold extensively.

46. By virtue of Conestoga's use, advertising, promotion, and sale of goods bearing the CONESTOGA Marks and the Conestoga Trade Dress, the CONESTOGA Marks and Conestoga Trade Dress have become associated with Conestoga.

47. Conestoga has earned valuable and residual goodwill and reputation in the minds of relevant consumers in the United States for being the sole source of goods bearing the CONESTOGA Marks and the Conestoga Trade Dress.

PlainsCraft's Business and Its Infringing and Unlawful Acts

48. In or around July 2018, Dennis Steinman ("**Steinman**") reached out to Jason Olson ("**Olson**"), who was Director of Sales for Conestoga, to inquire about purchasing a wagon or wagons from Conestoga.

49. At the time, Olson travelled as part of his job for Conestoga, but his base of operations was at Conestoga's headquarters in Bloomington, Bear Lake County, Idaho, where he received several emails, texts, and calls from Steinman.

50. During all of his communications with Olson, Steinman represented that he was interested in purchasing Conestoga's wagons and used this subterfuge to get details of Conestoga's product, manufacturing, and pricing with the intention to build and sell his own competing knock-off product.

51. Believing that Steinman was in fact a bona fide potential purchaser of Conestoga's wagon, Olson responded to Steinman's many queries from Bloomington, Bear Lake County, Idaho, including questions regarding the dimensions of the Conestoga wagon, the size of the interior

furnishings, the fabric Conestoga used for its wagons, the type of wood and stain Conestoga used, and other details related to Conestoga's wagon and its production.

52. Believing that Steinman was in fact a bona fide potential purchaser of Conestoga's wagons, Olson also provided Steinman with a price estimate for five of Conestoga's wagons in November 2018 from Bloomington, Bear Lake County, Idaho.

53. Steinman formed PlainsCraft, LLC as a Kansas limited liability company on or about December 14, 2018 for the purpose of manufacturing and selling covered wagons that were confusingly similar in design to Conestoga's wagons.

54. In other words, PlainsCraft engaged in an intentional campaign to appropriate and duplicate the Conestoga Trade Dress.

55. As Steinman was forming PlainsCraft, LLC and beginning to manufacture a covered camping wagon confusingly similar to Conestoga's, Steinman continued to communicate with Olson to get additional details about Conestoga's wagon in order to create and sell a final product that was confusingly similar in design to Conestoga's covered camping wagon.

56. As this was occurring, neither Olson nor Conestoga had any knowledge that Steinman was forming PlainsCraft, LLC and beginning to manufacture a knock-off product to compete directly against Conestoga's covered camping wagon, nor was PlainsCraft authorized by Conestoga to do so.

57. Having gained valuable information from Olson about Conestoga's covered camping wagon, PlainsCraft began to manufacture an almost identical covered camping wagon, which it began to market for sale in late 2018 or early 2019.

58. PlainsCraft's competing product has virtually the same dimensions as Conestoga's product, and has virtually the same features and design as Conestoga's product, making it difficult

for consumers to distinguish between the products. Identical to Conestoga's product, PlainsCraft's product has the following features:

- a. A long, wooden, flat-bottom base with wooden ends that slope outward (not perpendicular) to evoke the shape of the historical "Conestoga wagon";
- b. White fabric covering supported by outward-bowing interior hoops (for the covered wagon-type experience) with the end hoops sloping outward (like the wooden base) to give the covering a distinctive silhouette to evoke the shape of historical "Conestoga wagons";
- c. Large wooden, spoked wheels mounted below the base so that the ornate, wooden, and spoked wheels are fully visible below the wagon's floorboard;
- d. A flat bottomed, wooden planked interior that allows for comfortable interior furnishings for a glamping experience, such as a king-sized bed, one or two twin-sized beds, and a table (in the models with one twin-sized bed); and
- e. A sloped forty-five degree wooden ladder, attached to a ledge that is affixed to the wagon camper, to gain access to the wagon camper
- f. A front driver's seat that creates a distinctive "nose" to the wagon, which has a unique storage compartment below the seat that swings top hinges.

59. See <https://www.plainscraftconestogawagon.com/360-tour> for PlainsCraft's knock-off wagon⁷; See also <https://conestogawagonco.com/gallery/>⁸ and

⁷See <https://www.plainscraftconestogawagon.com/360-tour> (website last reviewed July 2, 2019).

⁸ Website last reviewed July 2, 2019.

<https://www.plainscraftconestogawagon.com/gallery>⁹ to see the striking similarity between the competing products.

60. Indeed, PlainsCraft goes so far as to furnish the interior with a wagon wheel table, just like Conestoga's product. See <https://www.plainscraftconestogawagon.com/360-tour> (scene 6 of 7) (website last reviewed July 2, 2019) and compare to **Exhibit 6**, attached (from Conestoga's website).¹⁰

61. PlainsCraft also created a website, www.plainscraftconestogawagon.com, and began marketing its product as a luxury camper, or a "glamper", that was reminiscent of the historical "Conestoga wagon". See **Exhibit 7**, attached.¹¹

62. The website, which is available to consumers in Idaho, invites Idaho consumers to purchase PlainsCraft's camping wagon by providing a price for acquisition and setup.

63. On its website, PlainsCraft's mark features a covered wagon silhouette that is almost identical to Conestoga's and is styled in a semicircle above and around the silhouette of a wagon, just as the CONESTOGA WAGON CO. & Design Mark has a semicircle design that goes above and around its silhouette of a wagon, as further shown below:

⁹ Website last reviewed July 2, 2019.

¹⁰ This photo and further photos available at the following page within Conestoga's website: <https://conestogawagonco.com/gallery/> (website last reviewed July 2, 2019).

¹¹ See <https://www.plainscraftconestogawagon.com/> (website last reviewed July 2, 2019).

**The CONESTOGA WAGON CO. &
Design Mark**

PlainsCraft's Mark



64. Though the word “Conestoga” does not appear in PlainsCraft’s logo, PlainsCraft’s website invites consumers to “Experience the quality of a PlainsCraft Conestoga Wagon” and states that “PlainsCraft Conestoga Wagons look and feel like authentic, full-sized Conestoga wagons.” See **Exhibit 7**, attached.

65. PlainsCraft, without Conestoga’s authority, is offering for sale within the United States its competing product that appropriates the design protected by the Conestoga Trade Dress.

66. PlainsCraft markets to the same consumers that Conestoga targets and has attended trade shows, like the Colorado Dude Ranchers’ Convention in Denver, Colorado in March 2019, with the intent of selling its knock-off product to the same market Conestoga serves. Conestoga went to this convention in Denver in March 2018, but went to a different convention in Oklahoma City, the Corn Maize Convention, in March 2019. Without revealing his intentions, Steinman checked with Olson to make sure Olson was going to the Oklahoma City convention before

Steinman went to the Denver convention, to avoid selling his knock-off product at the same convention.

67. PlainsCraft's product design and its mark, taken individually or combined, is likely to cause confusion with the CONESTOGA Marks and the Conestoga Trade Dress because of the substantial similarity between the products and the marks.

68. PlainsCraft's product design and its mark, taken individually or combined, has caused actual confusion among consumers and Conestoga is aware of multiple instances of consumer confusion caused by PlainsCraft's mark and its product design and marketing.

69. PlainsCraft's continued use of its mark and product design will continue to create customer confusion.

70. PlainsCraft's actions establish that it has engaged in an intentional campaign to duplicate the Conestoga Trade Dress in an effort to usurp the significant goodwill associated with Conestoga's products.

FIRST CLAIM FOR RELIEF
(Federal Unfair Competition and False Designation of Origin, 15 U.S.C. § 1125)

71. Conestoga realleges and incorporates by reference the foregoing paragraphs of this Complaint as though set forth fully herein.

72. PlainsCraft's acts described above, including but not limited to its use in commerce of marks and trade dress highly similar or identical to the CONESTOGA Marks and the Conestoga Trade Dress, have caused or are likely to cause confusion, mistake, deception, or misunderstanding as to the source, origin, sponsorship, affiliation, or approval of PlainsCraft's goods, and constitutes infringement of Conestoga's CONESTOGA Marks and the Conestoga Trade Dress, as well as unfair competition in violation of 15 U.S.C. § 1125(a).

73. As stated above, Conestoga's CONESTOGA Marks and the Conestoga Trade Dress have become well-known and distinctive in the wagon and camping industries.

74. After Conestoga's CONESTOGA Marks and the Conestoga Trade Dress became well-known, PlainsCraft started to use and continues to use the CONESTOGA Marks and the Conestoga Trade Dress, or marks and trade dress identical or substantially similar thereto, for commercial purposes and without Conestoga's permission. Therefore, PlainsCraft's infringement of the CONESTOGA Marks and the Conestoga Trade Dress is willful.

75. Upon information and belief, PlainsCraft is willfully offering for sale and selling wagons that infringe Conestoga's CONESTOGA Marks and the Conestoga Trade Dress in order to benefit from Conestoga's goodwill and reputation. Furthermore, PlainsCraft is falsely creating an association between PlainsCraft's goods and Conestoga and Conestoga's goods.

76. PlainsCraft's actions have damaged Conestoga's business, reputation, and goodwill and have interfered with Conestoga's own use of the CONESTOGA Marks and the Conestoga Trade Dress.

77. Unless restrained and enjoined by this Court, PlainsCraft will persist in its activities, causing irreparable harm and injury not only to Conestoga, but also to the relevant consuming public.

78. PlainsCraft has made and will continue to make substantial profits to which it is not, in law or equity, entitled.

79. There is no legitimate hardship to PlainsCraft in being compelled to stop and correct its infringing conduct. Public policy also favors the relief that Conestoga seeks.

80. PlainsCraft should be permanently enjoined from using the CONESTOGA Marks and the Conestoga Trade Dress, pursuant to 15 U.S.C § 1116.

81. Conestoga is entitled, under 15 U.S.C. § 1117(a), to recover from PlainsCraft: (i) PlainsCraft's profits in providing its goods using the CONESTOGA Marks and the Conestoga Trade Dress; (ii) damages sustained by Conestoga due to PlainsCraft's providing its goods using marks and trade dress identical or confusingly similar to the CONESTOGA Marks and the Conestoga Trade Dress; and (iii) the costs of this action.

82. Because this is an exceptional case, involving willful misconduct by PlainsCraft, Conestoga is also entitled, under 15 U.S.C. § 1117(a), to recover: (i) exceptional damages for intentional infringement, bad faith, and willful conduct equal to three times profits or damages, whichever is greater; and (ii) attorneys' fees.

83. Conestoga has no adequate remedy at law and is suffering irreparable harm.

SECOND CLAIM FOR RELIEF
(Common Law Trademark and Trade Dress Infringement)

84. Conestoga realleges and incorporates by reference the foregoing paragraphs of this Complaint as though set forth fully herein.

85. Conestoga is the owner of common law trademark rights in the CONESTOGA Marks and the Conestoga Trade Dress in Idaho and throughout the United States. These rights are senior and superior to any rights which PlainsCraft may claim.

86. PlainsCraft has used in commerce, without Conestoga's consent, marks and trade dress that are identical or confusingly similar to Conestoga's CONESTOGA Marks and the Conestoga Trade Dress.

87. PlainsCraft's use of the CONESTOGA Marks and the Conestoga Trade Dress is likely to cause consumer confusion, deception, or mistake among consumers as to the origin, source, sponsorship, affiliation, or approval by Conestoga of PlainsCraft's goods, in violation of the common law of Idaho.

88. PlainsCraft's conduct as described herein has been intentional, willful, deliberate, malicious, and intended to injure Conestoga, in clear disregard of Conestoga's legal rights.

89. Conestoga has no adequate remedy at law inasmuch as monetary damages alone would not adequately compensate Conestoga for the harm to its rights, goodwill, and business reputation.

90. PlainsCraft's acts described herein have greatly and irreparable damaged Conestoga and will continue to damage Conestoga unless enjoined by this Court.

91. Accordingly, Conestoga requests that PlainsCraft be permanently enjoined from using the CONESTOGA Marks and the Conestoga Trade Dress

92. Conestoga is also entitled to monetary damages for this cause of action, to be determined at trial, for Conestoga's lost profits, and loss of business and goodwill, caused by PlainsCraft's common law trademark and trade dress infringement.

**THIRD CLAIM FOR RELIEF
(Common Law Unfair Competition)**

93. Conestoga realleges and incorporates by reference the foregoing paragraphs of this Complaint as though set forth fully herein.

94. PlainsCraft's willful acts of infringement of the Conestoga Trade Dress constitute unfair competition in violation of Idaho common law.

95. PlainsCraft has unlawfully marketed and/or sold products using packaging that imitates the CONESTOGA Marks and the Conestoga Trade Dress.

96. PlainsCraft's acts have caused and are likely to continue to cause confusion or deception affecting the potential purchasers of the luxury covered camping wagons being marketed and/or sold by PlainsCraft.

97. Specifically, PlainsCraft's use of the CONESTOGA Marks and the Conestoga Trade Dress is likely to cause consumer confusion, deception, or mistake among consumers as to the origin, source, sponsorship, affiliation, or approval by Conestoga of PlainsCraft's goods.

98. As a result of PlainsCraft's actions, Conestoga is entitled to monetary damages for this cause of action, to be determined at trial, for Conestoga's lost profits, and loss of business and goodwill, caused by PlainsCraft's unfair competition.

PRAYER FOR RELIEF

WHEREFORE, Conestoga respectfully requests that the Court grant judgment for Conestoga and against defendant PlainsCraft, as follows:

- A. Finding and decreeing that PlainsCraft has infringed, and continues to infringe, the CONESTOGA Marks and the Conestoga Trade Dress;
- B. Restraining during the pendency of this action and permanently enjoining PlainsCraft, and its officers, agents, servants, employees, parents, subsidiaries, affiliates, and attorneys, and those in active concert or participation with them who receive actual notice of the order by personal service or otherwise, from continuing to infringe the CONESTOGA Marks and the Conestoga Trade Dress;
- C. Directing PlainsCraft to provide an accounting of all revenues and profits derived from its use of the CONESTOGA Marks and the Conestoga Trade Dress;
- D. Awarding Conestoga:
 - a) PlainsCraft's profits in providing its goods using the CONESTOGA Marks and the Conestoga Trade Dress;

- b) damages sustained by Conestoga due to PlainsCraft's providing its goods using marks and trade dress identical or confusingly similar to the CONESTOGA Marks and the Conestoga Trade Dress;
- c) the costs of this action;
- d) exceptional damages for intentional infringement, bad faith, and willful conduct equal to three times profits or damages, whichever is greater; and
- e) attorneys' fees.

F. And awarding Conestoga such further relief as this Court deems just and proper.

JURY DEMAND

Conestoga hereby demands, pursuant to Rule 38 of the Federal Rules of Civil Procedure, a trial by jury of all issues so triable.

DATED this 3rd day of July 2019.

YORK HOWELL & GUYMON

/s/ Daniel C. Dansie

Daniel C. Dansie

Joseph M. Stultz (pro hac vice to be submitted)

Attorneys for Plaintiff