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Attorney for Plaintiff
Freightlink, Inc.

**IN THE UNITED STATES DISTRICT COURT,
DISTRICT OF UTAH**

FREIGHTLINK, INC., Plaintiff, v. UBER FREIGHTLINK, Defendants.	COMPLAINT FOR TRADEMARK INFRINGEMENT JURY DEMAND Civil Action Case No. Judge:
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COMES NOW, Freightlink, Inc. (“Freightlink”) by and through its counsel hereby files this Complaint with Jury Demand against Defendant, Uber Freightlink (“Uber”).

PARTIES, JURISDICTION AND VENUE

1. Freightlink is a Utah corporation having a principal place of business at 6084 South 900 East, Suite 200, Murray UT 84121.

2. Upon information and belief, Uber is a California corporation with its principal place of business at 182 Howard Street, Suite 8, San Francisco, CA 94105, and has various Satellite locations in Utah.

3. Freightlink brings this action under U.S. Trademark laws (15 U.S.C. §§ 1 et seq.).

4. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 1338.

5. This Court has supplemental jurisdiction over any state of Utah statutory and common law claims pursuant to 28 U.S.C. § 1367.

6. Upon information and belief, this Court has specific personal jurisdiction over

Uber because Uber has satellite locations in Utah and purposefully directed their activities to the state of Utah, have availed themselves to this jurisdiction, have minimum contacts with this forum, and this action is based upon activities that arise out of or related to those contacts.

7. Additionally, upon information and belief, this Court has general personal jurisdiction over the Defendants because Utah is the primary place where the infringing acts have occurred, and such acts and contacts with Utah are substantial, continuous, and systematic.

8. Venue is proper in the District of Utah pursuant to 28 U.S.C. § 1391.

GENERAL ALLEGATIONS

Freightlink's Services AND INTELLECTUAL PROPERTY

9. Freightlink is in the business of shipping and transportation services.

10. Freightlink is the owner of United States Trademark Registration No. 4,435,331 (the '331 Registration), bearing the literal elements FREIGHTLINK for FREIGHT SHIPPING AND TRANSPORT SERVICES VIA TRUCK, AIR, SHIP, AND RAIL, in Class 039. See attached Exhibit A.

DEFENDANTS' INFRINGING ACTS

11. Upon information and belief, Uber is using the term "Freight Link" in its branding of shipping and transportation services, which infringes the '331 Registration. See attached Exhibit B.

12. Upon information and belief, Uber conducts business from physical locations where infringing acts are occurring, as well as online at www.uber.com. Refer to Exhibit B.

13. Use of the mark FREIGHTLINK OR FREIGHT LINK in connection with shipping and

transportation services is likely to cause confusion in light of Freightlink's FREIGHTLINK mark. Not only does the term Uber Freightlink contain the entirety of the FREIGHTLINK mark, but it is very similar in sound and commercial impression to the FREIGHTLINK mark, as associated with the underlying services that target consumers and the channels of trade are identical.

14. The Uber Freightlink services are sold in direct competition to the services associated with the '331 Registration.

15. Therefore, it is clear that Uber's use of the FREIGHTLINK mark is likely to cause confusion, or to cause mistake, or to deceive consumers as to the source and origin of the underlying goods. Upon information and belief, by adopting the mark UBER FREIGHT LINK under the current circumstances Uber has purposefully and intentionally attempted to trade on the good will associated with the FREIGHTLINK mark and '331 Registration.

FIRST CAUSE OF ACTION

(Trademark Infringement of the FREIGHTLINK mark under 15 U.S.C. §§ 1114, 1125)

16. Freightlink hereby incorporates by reference the preceding allegations of this complaint as if set forth fully herein.

17. Freightlink owns all right, title and interest in the FREIGHTLINK mark in relation to shipping and transportation services.

18. Uber Freightlink has directly infringed the FREIGHTLINK mark by using the adopted mark of UBER FREIGHT LINK for shipping and transportation services.

19. Uber's infringing activities have damaged Freightlink in an amount to be proven at trial. Among other remedies, Freightlink is entitled to disgorge any of Uber's profit from sales of its shipping and transportation services, as well as its lost profits and other

damages sustained by Freightlink due to Uber's infringing activities, and litigation costs for having to bring this action under 15 U.S.C. §§ 1114 and 1125. Additionally, the harm to Freightlink arising from these acts by Uber is not fully compensable by money damages. Freightlink has suffered and continues to suffer irreparable harm that has no adequate remedy at law and that will continue unless this infringing conduct by Uber is preliminarily and permanently enjoined.

20. Upon information and belief, Uber's infringement of Freightlink's trademark is willful and intentional.

21. Legal counsel for Freightlink sent a cease and desist letter to Uber on October 16, 2020, but Uber was non-responsive, and Uber has not ceased use of the FREIGHTLINK mark. See attached Exhibit C.

22. Upon information and belief, Uber sold, or offered for sale its infringing services using the FREIGHTLINK mark, knowing it would cause consumers to be confused as to the source or origin. Uber knew, or should have known, that its actions were highly likely to cause confusion, thereby resulting in infringement of the mark. As a consequence, Uber has engaged in willful infringement of the FREIGHTLINK mark. Freightlink is therefore entitled to treble damages and attorneys' fees as well as costs incurred in this action along with prejudgment interest under 15 U.S.C. §§ 1117.

SECOND CAUSE OF ACTION

(Unfair Competition, U.C.A. §13-5a-102, 103 and/or §13-5-14 and Utah Common Law)

23. Freightlink hereby incorporates by this reference each and every preceding allegation as if set forth fully herein.

24. Freightlink owns all right, title and interest in and to the mark of the '331 Registration.

25. Uber has engaged in unfair methods of competition by intentionally infringing one or more claims of the '331 Registration for the FREIGHTLINK mark.

26. Uber offers shipping and transportation services with the FREIGHTLINK mark that infringes one or more claims of the '331 Registration in an effort to pass off its shipping and transportation services as those sold by Freightlink.

27. Upon information and belief, Uber knew that use of the FREIGHTLINK mark directly infringes the Freightlink's rights granted by the '331 Registration.

28. By engaging in the above-described activities, Uber has engaged in unfair competition under U.C.A. §13-5a-102 and 103, and under Utah common law.

29. Freightlink has suffered actual damages as a result of unfair business practices by Uber in an amount to be proven at trial. Additionally, the harm to Freightlink arising from these acts by Uber is not fully compensable by money damages. Freightlink has suffered, and continues to suffer, irreparable harm that has no adequate remedy at law and that will continue unless this unfair conduct by Uber is preliminarily and permanently enjoined. Furthermore, Freightlink is entitled to its attorneys' fees and costs.

THIRD CAUSE OF ACTION

(Unjust Enrichment)

30. Freightlink hereby incorporates by this reference each and every preceding allegation as if set forth fully herein.

31. Uber has benefited from the improper, unfair, and unauthorized use of the FREIGHTLINK mark as alleged herein.

32. Uber knew or should have known of and fully appreciated the benefits it has received from Freightlink as a result of its actions.

33. Uber would be unjustly enriched if it were permitted to retain the proceeds

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