

ADMINISTRATIVE PANEL DECISION

LEGO Juris A/S v. chen jian
Case No. D2024-0119

1. The Parties

The Complainant is LEGO Juris A/S, Denmark, represented by CSC Digital Brand Services Group AB, Sweden.

The Respondent is chen jian, China.

2. The Domain Names and Registrar

The disputed domain names <legocare.com>, and <legomore.com> are registered with Hongkong Kouming International Limited. The disputed domain names <legofuns.com>, <legohot.com>, <legolatest.com>, <legolimit.com>, and <legostocks.com> are registered with OnlineNic, Inc.

Hongkong Kouming International Limited and OnlineNic, Inc. are referred to below jointly and separately as the “Registrar”.

3. Procedural History

The Complaint was filed in English with the WIPO Arbitration and Mediation Center (the “Center”) on January 12, 2024. On the same day, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain names <legocare.com> and <legomore.com>. On February 4, 2024, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for these two disputed domain names that differed from the named Respondent (Not Shown) and contact information in the Complaint. The Center sent an email communication to the Complainant on February 5, 2024, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed the first amended Complaint in English on February 8, 2024, in which it requested the addition of the disputed domain names <legofuns.com>, <legohot.com>, <legolatest.com>, <legolimit.com>, and <legostocks.com>. On February 8, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with these five additional disputed domain names. On February 9, 2024, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the five additional disputed domain names that differed from the named Respondent (Not Shown) and contact information in the first amended Complaint. The Center sent an email communication to the Complainant on February 9, 2024, providing the registrant and contact information disclosed by the

Registrar, and inviting the Complainant to submit a further amendment to the Complaint. The Complainant filed the second amended Complaint in English on February 13, 2024. The Center sent an email communication to the Complainant on February 15, 2024 inviting the Complainant to submit a further amendment as regards the choice of mutual jurisdiction. The Complainant filed the third amended Complaint in English on February 16, 2024.

On February 5, 2024 and February 9, 2024, the Center informed the parties in Chinese and English, that the language of the registration agreements for the disputed domain names registered with Hongkong Kouming International Limited is Chinese and that for the other disputed domain names is English. On February 13, 2024, the Complainant confirmed its request included in the second amended Complaint that English be the language of the proceeding. The Complainant maintained this request in the third amended Complaint. The Respondent did not comment on the language of the proceeding.

The Center verified that the Complaint together with the amended Complaints satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the "Policy" or "UDRP"), the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules"), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the "Supplemental Rules").

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent in Chinese and English of the Complaint, and the proceedings commenced on February 16, 2024. In accordance with the Rules, paragraph 5, the due date for Response was March 7, 2024. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on March 8, 2024.

The Center appointed Matthew Kennedy as the sole panelist in this matter on March 15, 2024. The Panel finds that it was properly constituted. The Panel has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Rules, paragraph 7.

4. Factual Background

The Complainant is part of the LEGO Group, which produces construction toys, and has expanded into computer hardware and software, books, videos, and computer controlled robotic construction sets. The Complainant holds trademark registrations in multiple jurisdictions, including the following:

- Chinese trademark registration number 671899 for a figurative LEGO mark (the "LEGO logo"), registered from December 28, 1993, specifying goods in class 25; and
- Chinese trademark registration number 1112413 for LEGO, registered from September 28, 1997, specifying goods in class 25.

The above trademark registrations remain current. The Complainant has also registered over 5,000 domain names that incorporate "lego", including <lego.com>, that it uses in connection with a website where it provides information about itself and its products.

The Respondent is an individual resident in China.

The disputed domain name <legomore.com> was registered on November 12, 2023 and the disputed domain name <legocare.com> was registered on December 22, 2023. According to evidence presented by the Complainant, the disputed domain names <legomore.com> and <legocare.com> each formerly resolved to a website in English titled "LEGO World" that prominently displayed the Complainant's LEGO logo and offered for sale the Complainant's LEGO construction toys at heavily discounted prices in USD. The websites displayed information about the Complainant's LEGO group and LEGO brand. At the time of this decision, neither of these disputed domain names resolves to an active website; rather, they are both passively held.

The other five disputed domain names were registered on January 1, 2024. There is no evidence that they have ever resolved to an active website.

5. Parties' Contentions

A. Complainant

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainant contends that the disputed domain names are confusingly similar to its LEGO mark. The Respondent has no rights or legitimate interests in respect of the disputed domain names. No license or authorization of any kind has been given by the Complainant to the Respondent to use the LEGO mark. The Respondent is not an authorized dealer in the Complainant's products and the Parties have never had a business relationship. The disputed domain names have been registered and are being used in bad faith.

B. Respondent

The Respondent did not reply to the Complainant's contentions.

6. Discussion and Findings

6.1 Language of the Proceeding

The language of the Registration Agreements for two disputed domain names is Chinese and for five disputed domain names is English. Pursuant to the Rules, paragraph 11(a), in the absence of an agreement between the parties, or unless specified otherwise in the registration agreement, the language of the administrative proceeding shall be the language of the registration agreement.

The Complaint and amended Complaints were filed in English. The Complainant requested that the language of the proceeding be English for several reasons, including the fact that it is unable to communicate in Chinese and translation of the Complaint would unfairly burden the Complainant and delay the proceeding; the websites associated with two disputed domain names are in English; the disputed domain names are comprised of Latin characters, and the Respondent has registered five disputed domain names in English.

The Respondent did not comment on the language of the proceeding or express any interest in otherwise participating in this proceeding. Given that the language of the Registration Agreements for five of the disputed domain names is English, it is reasonable to infer that the Respondent understands that language.

In exercising its discretion to use a language other than that of the registration agreement, the Panel has to exercise such discretion judicially in the spirit of fairness and justice to both parties, taking into account all relevant circumstances of the case, including matters such as the parties' ability to understand and use the proposed language, time and costs. See WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), section 4.5.1.

Having considered all the matters above, the Panel determines under paragraph 11(a) of the Rules that the language of the proceeding shall be English.

6.2 Substantive Issues

Paragraph 4(a) of the Policy provides that the Complainant must prove each of the following elements with respect to each disputed domain name:

- (i) the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and
- (ii) the Respondent has no rights or legitimate interests in respect of the disputed domain name; and
- (iii) the disputed domain name has been registered and is being used in bad faith.

The burden of proof of each element is borne by the Complainant.

A. Identical or Confusingly Similar

It is well accepted that the first element functions primarily as a standing requirement. The standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between the Complainant's trademark and the disputed domain name. See [WIPO Overview 3.0](#), section 1.7.

The Complainant has shown registered rights in respect of the LEGO trademark for the purposes of the Policy. See [WIPO Overview 3.0](#), section 1.2.1.

The entirety of the LEGO mark is reproduced within the disputed domain names as their respective initial element. Each disputed domain name adds another word, variously "care", "more", "funs", "hot", "latest", "limit", or "stocks", but the LEGO mark remains clearly recognizable within all the disputed domain names. The only additional element in the disputed domain names is a generic Top-Level Domain ("gTLD") extension (in each case, ".com") which, as a standard requirement of domain name registration, may be disregarded in the assessment of confusing similarity. Accordingly, the disputed domain names are confusingly similar to the LEGO mark for the purposes of the Policy. See [WIPO Overview 3.0](#), sections 1.7, 1.8, and 1.11.

Therefore, the Panel finds the first element of the Policy has been established.

B. Rights or Legitimate Interests

Paragraph 4(c) of the Policy provides a list of circumstances in which the Respondent may demonstrate rights or legitimate interests in a disputed domain name.

Although the overall burden of proof in UDRP proceedings is on the complainant, panels have recognized that proving a respondent lacks rights or legitimate interests in a domain name may result in the difficult task of "proving a negative", requiring information that is often primarily within the knowledge or control of the respondent. As such, where a complainant makes out a prima facie case that the respondent lacks rights or legitimate interests, the burden of production on this element shifts to the respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name (although the burden of proof always remains on the complainant). If the respondent fails to come forward with such relevant evidence, the complainant is deemed to have satisfied the second element. See [WIPO Overview 3.0](#), section 2.1.

In the present case, the disputed domain names <legocare.com> and <legomore.com> each formerly resolved to a website that prominently displayed the LEGO logo and offered for sale what purported to be the Complainant's LEGO construction toys at heavily discounted prices. The websites provided information about the Complainant's company group and brand and gave the impression that they were operated by a company within that group. However, the Complainant submits that it has never given any kind of license or authorization to the Respondent to use the LEGO mark and that it has no business relationship with the

Respondent. These two disputed domain names no longer resolve to any active website. The other five disputed domain names have never resolved to any active website. In view of these circumstances, the Panel does not consider that the Respondent is using any of the disputed domain names in connection with a bona fide offering of goods or services. Nor is he making a legitimate noncommercial or fair use of any of the disputed domain names. Further, the Registrar has verified that the Respondent's name is "chen jian", which does not resemble any of the disputed domain names. Nothing indicates that the Respondent has ever been commonly known by any of the disputed domain names.

Having reviewed the available record, the Panel finds the Complainant has established a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain name. The Respondent has not rebutted the Complainant's prima facie showing and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the disputed domain names such as those enumerated in the Policy or otherwise.

Based on this record, the Panel finds the second element of the Policy has been established.

C. Registered and Used in Bad Faith

The Panel notes that, for the purposes of paragraph 4(a)(iii) of the Policy, paragraph 4(b) of the Policy establishes circumstances that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith. The fourth of these is as follows:

"(iv) by using the [disputed] domain name, [the Respondent has] intentionally attempted to attract, for commercial gain, Internet users to [the Respondent's] website or other online location, by creating a likelihood of confusion with the Complainant's mark as to the source, sponsorship, affiliation, or endorsement of [the Respondent's] website or location or of a product or service on [the Respondent's] website or location."

Further, the list of circumstances in paragraph 4(b) of the Policy is non-exhaustive and other circumstances may be relevant in assessing whether a respondent's registration and use of a domain name is in bad faith. Non-use of a domain name does not prevent a finding of bad faith under the doctrine of passive holding. See [WIPO Overview 3.0](#), section 3.2.1, and section 3.3.

In the present case, all the disputed domain names were registered in 2023 or 2024, decades after the registrations of the Complainant's LEGO marks, including in China, where the Respondent is resident. The disputed domain names <legocare.com> and <legomore.com> each formerly resolved to a website that prominently displayed the LEGO logo, offered for sale what purported to be the Complainant's LEGO products, and displayed information about the Complainant's LEGO group and LEGO brand. The Respondent registered the other five disputed domain names later. In view of these circumstances, the Panel finds that the Respondent knew of the Complainant and its LEGO trademark at the time that he registered each of the disputed domain names.

The disputed domain names <legocare.com> and <legomore.com> each formerly resolved to a website that gave the false impression that it was operated by a company within the Complainant's group and offered for sale what purported to be the Complainant's LEGO products. In view of these circumstances, the Panel finds that, by using these two disputed domain names, the Respondent has intentionally attempted to attract, for commercial gain, Internet users to the associated websites by creating a likelihood of confusion with the Complainant's LEGO mark as to the source, sponsorship, affiliation, or endorsement of the associated websites or of the products on those websites, within the terms of paragraph 4(b)(iv) of the Policy.

The Panel notes that the use of the above two disputed domain names has changed and that they no longer resolve to any active website. This change in use does not alter the Panel's conclusion; it may constitute further evidence of bad faith.

The other five disputed domain names are passively held. Having reviewed the available record, the Panel finds the non-use of these five disputed domain names does not prevent a finding of bad faith in the circumstances of this proceeding. These five disputed domain names were registered by the same Respondent shortly after the first two disputed domain names and they follow the same naming pattern, which consists of the Complainant's LEGO mark followed by another English word in the ".com" gTLD. The Respondent provides no explanation of any good faith intended use of these disputed domain names. In these circumstances, the Panel considers that the most likely intended use of these five disputed domain names is the same as that of the first two disputed domain names, which is in bad faith.

Therefore, the Panel finds that the Complainant has established the third element of the Policy.

7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain names <legocare.com>, <legofuns.com>, <legohot.com>, <legolatest.com>, <legolimit.com>, <legomore.com>, and <legostocks.com> be transferred to the Complainant.

/Matthew Kennedy/

Matthew Kennedy

Sole Panelist

Date: March 25, 2024