

ADMINISTRATIVE PANEL DECISION

SS2Legendary, LLC v. bambata hogue, SS2.COM
Case No. D2024-3387

1. The Parties

Complainant is SS2Legendary, LLC, United States of America (“United States”), represented by Plummer Law Group, PC, United States.

Respondent is bambata hogue, SS2.COM , United States.

2. The Domain Name and Registrar

The disputed domain name <ss2legendary.com> (hereinafter the “Disputed Domain Name”) is registered with Tucows Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on August 19, 2024. On August 19, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Disputed Domain Name. On August 19, 2024, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the Disputed Domain Name which differed from the named Respondent (Bambatta Hogue dba YK1K) and contact information in the Complaint. The Center sent an email communication to Complainant on August 20, 2024, providing the registrant and contact information disclosed by the Registrar, and inviting Complainant to submit an amendment to the Complaint. Complainant filed an amended Complaint on August 21, 2024.

The Center verified that the Complaint together with the amended Complaint 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 Respondent of the Complaint, and the proceedings commenced on August 21, 2024. In accordance with the Rules, paragraph 5, the due date for Response was September 10, 2024. Respondent did not submit any response. Accordingly, the Center notified Respondent’s default on September 12, 2024. Respondent sent email communications to the Center on September 12, 18, 19, 20, and October 8, 2024.

The Center appointed Lawrence K. Nodine as the sole panelist in this matter on September 19, 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

Complainant is a business entity formed by Shedeur Sanders, a talented football player who currently plays for the University of Colorado, where his father, Deon Sanders is the current coach.

Respondent does business as "YK1K" manufacturing and selling apparel.

Complainant ("SS2legendary, LLC f/s/o Shedeur Sanders") and Respondent (d/b/a "YK1K") executed a contract with effect from August 5, 2021, reciting that:

WHEREAS, YK1K is a lifestyle clothing business that manufactures and sells apparel;
WHEREAS, Influencer [i.e. Shedeur Sanders] is a collegiate football player who owns a lifestyle clothing line called "LEGENDARY" (the "Clothing Line");
WHEREAS, Influencer desires that YK1K manufacture and fulfill consumer orders for athletic shorts and other mutually approved items (the "Product(s)").
NOW THEREFORE, the Parties hereby agree as follows:

1. Duties of YK1K. YK1K shall manufacture and fulfill third party consumer orders for the Product."

Additionally, the contract granted the Respondent the right to use the Sander's Identification ("name, image and likeness") to promote and advertise the product and clothing line subject of the contract.

Apart from rights and duties implied by the aforementioned provisions, the contract does not prescribe anything about domain names or websites.

Respondent registered the Disputed Domain Name a couple months later, on October 24, 2021. At the time of the filing of the Complaint, the Disputed Domain Name resolved to a website offering for sale t-shirts with the Influencer's likeness.

Complainant alleges that

"Initially, the parties agreed that SS2Legendary products would be distributed through the YK1K website controlled by the Respondent. Subsequently, the Respondent informed the Complainant that he had secured the Domain Name, leading the Complainant to believe that the Domain Name had been registered in the Complainant's name. The original intent of the parties for the Domain Name to be owned by the Complainant is supported by the fact that the organization name listed in the Domain Name registration is "SS2.com," [...] Believing it owned the Domain Name, the Complainant began distributing its products through the SS2Legendary website on the Domain."

For the next two and a half years the Parties sold merchandise bearing Complainant's likeness and various trademarks via the website associated with the Disputed Domain Name.

Complainant did not file an application to register the Mark under the Lanham Act, until June 18, 2024 (United States trademark application No. 98607642). The referred trademark application lists November 1, 2021, as the date of first use of the Mark. Complainant did not offer any other evidence to establish earlier use that would give rise to common law trademark rights. This application is still pending and has not been registered.

In September 2023, a sports reporter (Pete Nakos) stated in an online article published on the “on3.com” website that Shedeur Sanders “is a favorite in the Heisman Trophy race” and had “more than 2.1 million social media followers [. . .].” The article continued, observing that Sanders “is doing something nobody else in college sports has yet to master in the NIL [“Name, Image and Likeness”] era: building out an apparel brand. A play on his name, Shedeur Sanders has created the SS2LEGENDARY brand. Merchandise started populating in December 2021, with a simple red sweatshirt and ‘\$2’ logo, which frequently appears on the apparel. [. . .] He’s done everything to market the merchandise, too. The Instagram account for the brand has more than 11.3K followers and climbing.” (Annex 5 to the Complaint).

More recently, an online article in Sports Illustrated remarked on July 30, 2024, that Sanders “has benefited greatly from NIL deals in his college career. A merchandise company, SS2Legendary, has been built up over the last few years, presenting him with plenty of opportunities to cash in on his name, image and likeness.”

As stated by Complainant, and undisputed by Respondent, on May 15, 2024, Complainant terminated the Parties’ August 5, 2021, contract. Complainant alleges that Respondent did not stop selling Complainant’s merchandise after the termination, but instead continues to sell unauthorized merchandise bearing Sanders’s likeness and Complainant’s trademarks.

After the agreement was terminated, Complainant requested the login details to take control of the Disputed Domain Name, but Respondent refused to transfer control. Despite the termination of the contract, Respondent continues to sell product via the website that displays Complainant’s trademarks and Sander’s image.

When the agreement was terminated, Respondent made an demand for approximately \$60,000. On May 29, 2024, Respondent increased this demand to over \$108,000, and then further escalated the demand to \$200,000 on July 5, 2024.

5. Parties’ Contentions

A. Complainant

Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the Disputed Domain Name.

B. Respondent

Respondent did not formally reply to Complainant’s contentions.

However, in an email sent on September 12, 2024, two days after the due date for a Response, Respondent stated: “I would like to clarify that I have been patiently waiting for Mr. Sanders to compensate me for my work, including my intellectual property, designs, and website maintenance, for over 3.5 years. As soon as I receive the payment, I will ensure a smooth transfer of everything.”

Further, on October 8, 2024, Respondent sent another communication to the Center, claiming:

This entire process has caused significant stress on me and my company, especially considering all the investments and contributions made beyond the original contract, which was solely for production and fulfillment. My company has been the sole founder of the website, investing in its creation, purchasing the domain, and managing customer data. Your client is fully aware that my company was responsible for all of this work, while they were primarily involved in promotion. The website and brand were built off the framework of my company. It’s frustrating that despite all of this, I still haven’t been compensated for the work and creativity I’ve put into this project. I’m requesting a payment of USD 65,000 for my contributions, and I would like to be paid as soon as possible. The ongoing refusal to compensate me has caused a

significant financial strain on my business. I feel like I'm being unfairly treated, and I simply want to be paid for the work I've done. Please make the payment as soon as possible to resolve this matter. Thank you for your attention to this.

These communications does not respond the allegations of Complaint. The communications are relevant, however, to the Panel's assessment discussed below that this is a business dispute rather than a cybersquatting case, and the Panel will consider Respondent's communications for this purpose.

On September 18, 2024, Respondent asked the Center to advise re "what next steps are to resolve this matter? Additionally, if I decide not to amend the Complaint but add the registrant's information through an affirmative reply, could you please outline any potential impact on the resolution process?"

The Center transmitted this communication to the Panel for consideration. The Panel will not address Respondent's questions. Given Respondent's default, the questions are moot. Regardless, neither the Center nor the Panel will advise Respondent regarding his rights or duties under the Policy or the Rules. If Respondent has questions about the Policy of the Rules, it should seek legal advice from an attorney.

6. Discussion and Findings

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 Complainant's trademark and the Disputed Domain Name. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, ("[WIPO Overview 3.0](#)"), section 1.7.

The Panel finds that Complainant has established unregistered trademark or service mark rights in the Mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.3.

The entirety of the Mark is reproduced within the Disputed Domain Name. Accordingly, the Disputed Domain Name is identical to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

The Panel finds the first element of the Policy has been established.

B. Rights or Legitimate Interests

Because Complainant has not satisfied the third element of the Policy, the Panel does not address the second element.

C. Registered and Used in Bad Faith

There is no evidence that Complainant acquired any trademark rights in the SS2LEGENDARY trademark before Respondent registered the Disputed Domain Name. Because it does not own a registered trademark, Complainant must rely on common law rights. Although the Panel concluded with respect to the first element of the Policy that Complainant acquired common law rights before the Complaint was filed, Complainant has not attempted to establish when those common law rights arose. Under United States law, those rights could not have arisen before Complainant first used the Mark in commerce. Complainant's application to register the SS2LEGENDARY Mark claims a first use date on November 1, 2021, a week after the Disputed Domain Name was registered. Complainant offers no evidence to substantiate this claimed date of first use, but even if the Panel assumes that Complainant acquired common law rights as of this date, this is still after the Disputed Domain Name was registered on October 24, 2021. "[W]here a respondent registers a domain name before Complainant's trademark rights accrue, panels will not normally find bad faith on the part of the respondent." [WIPO Overview 3.0](#), section 3.8.1. Furthermore, if the Respondent would have been aware of

any such nascent rights, it is not clear the registration of the Disputed Domain Name was undertaken in anything other than a mutually agreed undertaking at the time, i.e., not in bad faith.

On top of that, Complainant admits that he was aware that Respondent registered the Disputed Domain Name and for more than two years cooperated with Respondent per the contract to sell Complainant's merchandise via the associated website. Complainant alleges that Respondent informed Complainant of the registration of the Disputed Domain Name, but "lead [. . .] Complainant to believe that and that the Domain Name had been registered in Complainant's name."

Importantly, the Parties' contract does not mention domain names. Consequently, there is no basis for the Panel to find that there was a meeting of the minds on the question of who would own the Disputed Domain Name.

Complainant argues that, "The original intent of the parties for the Domain Name to be owned by the Complainant is supported by the fact that the organization name listed in the Domain Name registration is 'SS2.com [...]'." While this is not an inherently unreasonable inference to offer, it is not enough to prove Complainant's case. To find in Complainant's favor on this basis would require the Panel to conclude that Respondent intentionally registered the Disputed Domain Name with a bad faith intent (possibly for some future gain) which is undermined by the fact that the Parties worked amicably together for over two years. In addition, it is not clear that the mention of SS2.com in the registration agreement is a reference to Complainant. Insofar as the reference is meant to allude to a domain name, the Panel's own investigation indicates that the <ss2.com> domain name, although inactive, was first registered in 2000 (and is now held by an individual apparently in Cambodia), before Shedeur Sanders was born in 2002.

Complainant's reliance on the Parties' "original intent" reveals that, at bottom, this is a breach of contract case rather than a cybersquatting case. This is the sort of business dispute that is not within the purview of the Policy. "[I]n some instances (e.g., complex business or contractual disputes) panels have tended to deny the case not on the UDRP merits but on the narrow grounds that the dispute between the parties exceeds the relatively limited 'cybersquatting' scope of the UDRP, and would be more appropriately addressed by a court of competent jurisdiction." [WIPO Overview 3.0](#), section 4.14.6. See *Staten Island Oral and Maxillofacial Surgery, PC, v. Jamie Licznerski*, WIPO Case No. [D2024-0961](#).

In these circumstances, the Complaint under the Policy must fail.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Lawrence K. Nodine/

Lawrence K. Nodine

Sole Panelist

Date: October 15, 2024