

ADMINISTRATIVE PANEL DECISION

LEGO Juris A/S v. Markus Sadler
Case No. D2024-4007

1. The Parties

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

The Respondent is Markus Sadler, United Kingdom (“UK”).

2. The Domain Name and Registrar

The disputed domain name <legosetprices.com> is registered with CloudFlare, Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on September 30, 2024. On September 30, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On October 1, 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 (Data Redacted) and contact information in the Complaint. The Center sent an email communication to the Complainant on October 3, 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 an amended Complaint on October 7, 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”).

The Respondent sent a first email communication to the Center on October 7, 2024. The Center acknowledged the email and sent a possible settlement email to the parties to explore settlement options. On October 8, 2024, the Complainant requested the suspension of the proceedings, and the Center notified the suspension of the proceedings. Following a reminder of the end of the suspension period from the Center, the Complainant requested for the proceedings to be reinstated on November 6, 2024. The Center informed the parties of the reinstatement of proceedings on November 7, 2024.

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on November 8, 2024. In accordance with the Rules, paragraph 5, the due date for Response was November 28, 2024. The Respondent sent a second email communication filed as a Response to the Center on November 25, 2024.

The Center appointed Kaya Köklü as the sole panelist in this matter on December 4, 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 the owner of the LEGO trademark commonly known in relation to construction toys. The Complainant has subsidiaries and branches throughout the world and its products are sold in more than 130 countries, including in UK, where the Respondent is reportedly located.

The Complainant owns a large number of word and figurative LEGO trademark registrations around the globe. According to the Complaint, the Complainant is, among others, the registered owner of the UK Trademark Registration No. UK00000754628, registered on June 11, 1956, for LEGO, covering protection *inter alia* for toys as covered in class 28.

The Complainant additionally owns almost 5,000 domain names comprising its LEGO trademark.

The disputed domain name was registered on May 30, 2024.

According to screenshots provided by the Complainant, the disputed domain name resolves to a commercial website with many links directing Internet users to an online shopping platform. The respective links are related to offers for various kinds of products of different brands, including but not limited to LEGO products of the Complainant.

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.

B. Respondent

The Respondent did not reply to the Complainant's contentions. However, the Respondent noted in his communication to the Center dated November 25, 2024, that he has not received any notice letter from the Complainant prior to the administrative proceeding and, hence, was not given the opportunity to rectify the situation before the disputed domain name was locked. The Respondent further stated literally "I do not object to the domain being transferred to LEGO Juris A/S".

6. Discussion and Findings

According to paragraph 15(a) of the Rules, the Panel shall decide the Complaint in accordance with the Policy, the Rules and any rules and principles of law that it deems applicable.

In accordance with paragraph 4(a) of the Policy, the Complainant must prove that each of the three following elements is satisfied:

- (i) the disputed domain name is identical or confusingly similar to a trademark 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.

For the evaluation of this case, the Panel has taken note of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)") and, where appropriate, will decide consistent with the consensus views stated therein.

A. Consent to Transfer

The Panel notes that even without a formal settlement between the parties, a consent for the transfer of the disputed domain name by the Respondent can provide sufficient basis for an order for transfer without the need for substantial consideration of the UDRP grounds and the further merits of the case. In view of [WIPO Overview 3.0](#), section 4.10, a panel may "order the requested remedy solely on the basis of such consent".

In the Respondent's previous email communications to the Center, the Respondent unambiguously expressed his consent to transfer the disputed domain name to the Complainant by stating he does not object to the disputed domain name being transferred to the Complainant.

The Panel finds that the communication of the Respondent to the Center of November 25, 2024, undoubtedly demonstrates his consent to have the disputed domain name transferred.

The fact that no settlement agreement has been concluded between the Parties does, in the view of the Panel, not affect the effectiveness of the Respondent's unilateral consent to the transfer of the disputed domain name.

B. Conclusion

Even though the Parties were not able to conclude a settlement agreement, the Panel orders the transfer of the disputed domain name based on the Respondent's consent to transfer and exceptionally renders its Decision in summary form only.

But even if the Respondent would not have provided his consent to transfer the disputed domain name, the Panel finds that (without the need to go into details) the disputed domain name is confusingly similar to the Complainant's LEGO trademark, the Respondent does not have rights or legitimate interests in the disputed domain name, and the disputed domain name was registered and is being used in bad faith.

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 name <legosetprices.com> be transferred to the Complainant.

/Kaya Köklü/

Kaya Köklü

Sole Panelist

Date: December 18, 2024