

ADMINISTRATIVE PANEL DECISION

Frank Medina / Insurance Agent Near Me v. Barry Kamran, Network Business Solutions, Inc.

Case No. D2025-0314

1. The Parties

The Complainant is Frank Medina / Insurance Agent Near Me, United States of America (“United States”), represented by Frank Medina, United States.

The Respondent is Barry Kamran, Network Business Solutions, Inc., United States, represented by Law office of Scott L Nielson, United States.

2. The Domain Names and Registrar

The disputed domain names <ianearme.com>, <ianearme.directory>, <insagentsnearme.com>, <insuranceagentsnearme.com>, and <insuranceagentsnearme.directory> are registered with GoDaddy.com, LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on January 27, 2025. On January 28, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain names. On January 28, 2025, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain names which differed from the named Respondent (Network Business Solutions, Inc) and contact information in the Complaint. The Center sent an email communication to the Complainant on January 29, 2025, 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 January 30, 2025.

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 the Respondent of the Complaint, and the proceedings commenced on February 5, 2025. In accordance with the Rules, paragraph 5, the due date for Response was February 25, 2025. The Response was filed with the Center on February 25, 2025.

The Center appointed W. Scott Blackmer as the sole panelist in this matter on March 4, 2025. 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.

The Complainant requested, in an email to the Center dated February 26, 2025, that the Panel issue a procedural order directing the Registrar and/or hosting provider to disclose information about the history of the Respondent's website and all prior registrants of "the domain". This is not contemplated in the Policy or Rules and not within the Panel's authority.

The Complainant submitted a supplemental filing on March 11, 2025, as discussed further below.

4. Factual Background

The Complainant is Frank Medina, a resident of the State of Texas, United States, doing business as a sole proprietorship with the assumed name "Insurance Agent Near Me" registered in Harris County, Texas on December 18, 2018. The Complainant operates a website at "www.insuranceagentnearme.directory" (the "Complainant's website"). This is an online directory service that Internet users may employ to locate insurance agents in their vicinity. The Panel notes that this domain name was registered on December 23, 2018.

As described on the homepage of the Complainant's website, "Consumers that use this directory are able to find local agents, brokers and financial advisors throughout the US and Canada. The company was founded December of 2018." Insurance agents, brokers, and financial advisors may claim their profiles on the site, place advertisements on the site, and avail themselves of the Complainant's online marketing consulting services. The site is linked to the Complainant's accounts on various social media platforms.

The Complainant holds United States Trademark Registration Number 5872047 (registered on October 1, 2019) for the word mark IANS INSURANCE AGENT NEAR ME (claiming first use in commerce on February 26, 2019) and Number 7595033 (registered December 10, 2024) for the word mark INSURANCE AGENT NEAR ME, both in International Class 35. The registrations disclaim exclusive rights to the term "insurance agent" apart from the mark as shown. The initials "IANS" are not explained in the record, the trademark filings, or on the Complainant's website.

All of the disputed domain names were registered with the same Registrar, listing the registrant as the Respondent Barry Kamran at a postal address in the State of California, United States. In the case of the most recently registered of the disputed domain names, <insagentsnearme.com>, the registrant's organization was also listed: "Network Business Solutions, Inc." The Response was filed in the name of "Network Business Solutions, Inc. c/o [care of] Barry Kamran". Network Business Solutions, Inc. ("NBS") is a California (United States) corporation with a principal place of business in Newport Beach, California. This is the entity listed as the operator of the Respondent's website to which the disputed domain names resolve or redirect. Mr. Kamran has corresponded with the Center on behalf of NBS in connection with this proceeding. Accordingly, except where otherwise indicated, the Panel refers hereafter to Mr. Kamran and NBS collectively as the "Respondent".

The Registrar reports that the disputed domain names were created on the following dates, in chronological order:

<insuranceagentsnearme.com> May 7, 2016
<ianearme.com> October 7, 2020
<insuranceagentsnearme.directory> September 28, 2023
<ianearme.directory> October 3, 2023
<insagentsnearme.com> February 6, 2024.

The disputed domain name <insuranceagentsnearme.com> resolves to a website “Powered by Network Business Solutions” that allows site visitors to search for “Insurance Agents Near Me” in the United States, according to location, insurance type and company, and languages. Some pages are headed, “IA NearMe”. Insurance agencies and companies may purchase sponsored links and post blogs. The other disputed domain names redirect to this “IA NearMe” website.

The Complainant sent cease-and-desist letters to the Respondent on November 2 and November 17, 2023 (with different postal addresses), concerning the Respondent’s website associated with the disputed domain name <insuranceagentsnearme.com>, citing the Complainant’s registered trademark IANS INSURANCE AGENT NEAR ME. The Respondent replied with a letter dated November 14, 2023, arguing that the terms in this disputed domain name are “generic and descriptive in nature”, “not eligible for trademark protection”, and “widely used by numerous businesses in the insurance industry and related fields”. The Respondent contended that the Complainant’s trademark lacked distinctiveness and that the Respondent was making fair use of the descriptive terms in question.

Shortly after, the Respondent NBS applied to the United States Patent and Trademark Office (“USPTO”) to register relevant word and design marks, with mixed results. The Respondent applied for United States trademark registration of INSURANCE AGENTS NEAR ME as a standard character mark on January 19, 2024 (serial number 98366725) in International Class 35. USPTO issued a Non-Final Office Action on August 22, 2024, refusing the application, among other reasons, based on the likelihood of confusion with the Complainant’s registered word mark IANS INSURANCE AGENT NEAR ME. The USPTO also found that the Respondent’s proposed mark was merely informational and descriptive. The USPTO database shows that the application for registration was deemed abandoned on November 25, 2024.

However, on November 26, 2024, the Respondent NBS obtained United States Trademark Registration Number 7579737 for IA NEARME as a figurative mark composed of a map pin design between the words, in International Class 35, claiming first use in commerce on June 26, 2021. The registration disclaims exclusive rights to the terms “IA”, “near”, and “me” apart from the mark as shown.

On January 24, 2025, the Complainant filed a Petition for Cancellation with the USPTO against the Respondent’s registered IA NEARME figurative mark, United States Trademark Trials and Appeals Board (“TTAB”) Proceeding Number 92087348. On February 18, 2025, the Respondent filed an Answer and Counterclaim in that proceeding. The Counterclaim seeks cancellation of the registration of the Complainant’s word mark INSURANCE AGENT NEAR ME. The TTAB proceeding is pending at the time of this Decision.

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 names.

Notably, the Complainant contends that the disputed domain names are all confusingly similar to its registered marks IANS INSURANCE AGENT NEAR ME and INSURANCE AGENT NEAR ME. As the Respondent’s principal disputed domain name (to which the others redirect) differs from the Complainant’s domain name and corresponding marks only by the plural letter “s” in the word “agents”, the Complainant concludes that there are “clear grounds for confusion and trademark infringement”.

The Complainant asserts that the Respondent has no rights or legitimate interests in the disputed domain names because “the Complainant had priority due to first use and had a trademark in place prior to Respondent using his domains”. The Complainant contends that there is no evidence that the Respondent is commonly known by any of the disputed domain names and that the Respondent has not received permission to use the Complainant’s marks.

The Complainant argues that the Respondent registered the disputed domain names to disrupt the business of a competitor and has used them to create confusion and attract Internet users for commercial gain, demonstrating bad faith under the Policy. The Complainant argues further that the Respondent's registration of additional disputed domain names after October 2019, when the Complainant obtained trademark registration of IANS INSURANCE AGENT NEAR ME, is evidence of the Respondent's bad faith in registering similar disputed domain names with "clear knowledge" of the Complainant's trademark rights.

B. Respondent

The Respondent contends that the Complainant has not satisfied all three of the elements required under the Policy for a transfer of the disputed domain name. The Respondent asserts first that the disputed domain names <ianearme.com>, <insagentsnearme.com>, and <ianearme.directory> are not "confusingly similar" to the Complainant's registered marks, which spell out the words "insurance agent". "IA" as an abbreviation for "insurance agent" is found in the Respondent's mark, not the Complainant's. The other two disputed domain names, <insuranceagentsnearme.directory> and <insuranceagentsnearme.com>, rely for "confusing similarity" on the term "insurance agents", but the Complainant expressly disclaimed exclusive rights to "insurance agent" in its trademark registrations. What makes the Complainant's registered mark IANS INSURANCE AGENT NEAR ME distinctive is the leading abbreviation IANS, which is not found in any of the disputed domain names.

The Respondent claims "common law trademark rights in each of the domains at issue by use of each domain", although the Respondent does not offer supporting evidence other than referring to its online use of the disputed domain names and its trademark applications. The Respondent claims to have been using the disputed domain name <insuranceagentsnearme.com> to offer services "for more than 7 years" and says that its common law rights in the disputed domain name <insuranceagentsnearme.directory> "can be traced to" the disputed domain name <insuranceagentsnearme.com>.

The Respondent denies bad faith, stating that it registered the disputed domain name <insuranceagentsnearme.com> on May 7, 2016, more than two years before the Complainant even existed. The Respondent asserts that it registered the other disputed domain names as "extensions" of the first, "in attempts to reach consumers with similar services but through different marketing approaches".

The Respondent questions why the Complainant waited six years after registering its IANS INSURANCE AGENT NEAR ME mark to bring a UDRP complaint and requests a finding of Reverse Domain Name Hijacking.

6. Discussion and Findings

6a. Procedural Matter: Supplemental Filing

The Rules do not provide for supplemental filings other than at the request of the Panel, and unsolicited supplemental filings are generally discouraged to avoid delay in the proceedings. Panels have authority under paragraph 10 of the Rules to determine the admissibility, relevance, materiality, and weight of the evidence, and to conduct the proceedings with due expedition. Consequently, panels have accepted unsolicited supplemental submissions in "exceptional circumstances" to address relevant new information and arguments that a party was unable to provide in the complaint or response. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, (["WIPO Overview 3.0"](#)), section 4.8.

Here, the Complainant's supplemental filing replies to substantial new issues raised in the Response, prominently challenges to one of the Complainant's trademarks and a request to suspend the UDRP proceeding, the Respondent's claims for common law rights with respect to each of the disputed domain names, arguments concerning the timing of the disputed domain name registrations and associated websites, and a request for a finding of reverse domain name hijacking ("RDNH"). The Panel accepts the supplemental filing to the extent that it addresses these issues.

6b. Suspension of Proceeding

The Respondent requests that this UDRP proceeding be suspended until the pending TTAB Proceeding described above is resolved.

Paragraph 18(a) of the Rules gives the panel discretion to suspend, terminate, or continue a UDRP proceeding where a disputed domain name is also the subject of other legal proceedings, but panels are reluctant to do so because of the potential for indeterminate delay. A UDRP decision is not binding on courts or trademark administrations, which operate within their respective jurisdictions.

Here, the disputed domain names themselves are not the subject of the TTAB proceeding, and the Panel notes that the Parties rely in this UDRP proceeding on other trademark rights and arguments apart from the two marks at issue in the pending TTAB proceeding. Accordingly, the Panel will proceed to a decision on the merits of this Complaint.

6c. Substantive Issues

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. [WIPO Overview 3.0](#), section 1.7.

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy, here the registered word marks IANS INSURANCE AGENT NEAR ME and INSURANCE AGENT NEAR ME. [WIPO Overview 3.0](#), section 1.2.1. The Respondent seeks to cancel the latter mark through its counterclaim in the pending TTAB proceeding described above, but both marks are in force at the time of this Decision.

The Panel finds that both marks are recognizable within the disputed domain names. As is customary, the generic Top-Level domains (".com", ".directory") are disregarded for this purpose. The disputed domain names <insuranceagentsnearme.com> and <insuranceagentsnearme.directory> differ from the marks only in omitting the leading abbreviation "IANS" from the first mark and using the plural rather than singular form of "agents". The other disputed domain names abbreviate "insurance agents" to either "ia" or "insagents", but this does not avoid confusion, especially as all of the disputed domain names resolve to the same website labelled "IA NearMe".

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. [WIPO Overview 3.0](#), section 2.1.

The Respondent claims common law trademark rights in each of the disputed domain names based on their use in connection with the Respondent's "IA NearMe" website. In the case of the disputed domain name <insuranceagentsnearme.com>, which was registered on May 7, 2016, the Respondent claims that it has been used to offer services "for more than 7 years". The Response does not sufficiently support this assertion, however. The Panel notes that the Respondent's unsuccessful application to USPTO to register INSURANCE AGENTS NEAR ME as a standard character mark claimed first use in commerce "at least as early as June 26, 2021", which is less than four years ago. The Internet Archive's Wayback Machine does not appear to have archived screenshots of the Respondent's website associated with any of the disputed domain names before February 2022. The Respondent does not offer evidence of site visits, sales, marketing, media recognition, or other indicia that the disputed domain names have acquired distinctiveness in a trademark sense as source identifiers associated with the Respondent's services. (Compare [WIPO Overview 3.0](#), section 1.3 on the kinds of evidence needed to assert common law trademark rights for standing under the first Policy element.)

The Respondent also claims rights in the disputed domain names <ianearme.com> and <ianearme.directory> based on their corresponding to the textual elements of its registered figurative mark IA NEARME. However, this mark was registered (and applied for) after the disputed domain names were registered and after the Complainant sent cease-and-desist letters in November 2023 concerning the Respondent's first disputed domain name and its "IA NearMe" website. The Respondent obtained registration of this figurative mark while aware of the Complainant's marks and disclaimed exclusive rights to the terms at issue, "IA", "near", and "me", apart from the mark as shown. Thus, while the Respondent now has an enforceable figurative trademark, it is difficult to conclude that this alone suffices to establish "rights" in any domain names that include those terms for purposes of the second element of the Policy.

In the Panel's view, the better argument is that the Respondent has legitimate interests, not rights, in some or all of the disputed domain names. The archived screenshots beginning in February 2022 and the Respondent's sworn claim to the USPTO of first commercial use in June 2021 of both the figurative IA NEARME mark and the asserted INSURANCE AGENTS NEAR ME word mark, show that the Respondent has on its face a valid claim to legitimate interests based on using the disputed domain names for the "IA NearMe" website since 2021. This is consistent with the Policy, paragraph 4(c)(i), which allows a respondent to establish legitimate interests by showing that, before receiving notice of the Policy dispute, the respondent used a disputed domain name in connection with a bona fide offering of goods or services, in this case providing insurance agent directory services and selling advertising to insurance agencies. [WIPO Overview 3.0](#), section 2.2.

That claim would not apply, however, to the disputed domain name <insagentsnearme.com>, registered on February 6, 2024, after the Respondent received cease-and-desist letters from the Complainant. Although those letters referenced the earliest of the disputed domain names, <insuranceagentsnearme.com>, they also identified the Complainant's trademarks and complained of the Respondent's website to which the disputed domain name <insagentsnearme.com> redirected.

Moreover, the use of the disputed domain names could not be considered to be in connection with a "bona fide" offering of services if the evidence compelled the conclusion that that the Respondent selected the disputed domain names to exploit the Complainant's marks, as the Complainant contends. That possibility is discussed in the following section on bad faith.

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, in particular, but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith. These include circumstances alleged by the Complainant in this proceeding: registering and using a domain name confusingly similar to a trademark in an effort to disrupt the business of a competitor (paragraph 4(b)(iii)), or to attract Internet users to a website for commercial gain (paragraph 4(b)(iv)).

There is a timing problem here, though, as the Policy requires the Complainant to establish bad faith both in the registration and in the use of the disputed domain names. The Respondent claims to be the party that registered the disputed domain name <insuranceagentsnearme.com> on May 7, 2016, registering the other disputed domain names later as an extension of its marketing plan. There is no evidence in the record to contradict these assertions, such as historical Whois (RDAP) data showing relevant changes or earlier archived screenshots suggesting different ownership. It is undisputed that the Complainant's business was not established until December 2018, and the domain name for the Complainant's website was registered in that month. The Complainant has not adduced any evidence of a connection with the Respondent or any reason to believe that the Respondent had prior knowledge of the Complainant's business plans. The Complainant had no trademarks in 2016 and was not doing business then. On this record, there are no facts to support a finding that the Respondent registered the disputed domain name at that time in reasonable anticipation of such marks. The Complainant emphasizes instead that the Respondent made no use of the disputed domain name until 2021, after the Complainant had a website in operation. But the Policy requires bad faith in the registration as well as the use of the disputed domain names, and the Panel cannot find bad faith in the registration of the disputed domain name <insuranceagentsnearme.com> in 2016.

The Respondent registered and used all of the other disputed domain names after the Complainant was operating its website in early 2021 and obtained registration of the IANS INSURANCE AGENT NEAR ME word mark in October 2019. The Complainant argues that bad faith must be inferred with respect to all of these registrations, but the Panel is unwilling to adopt, in effect, a general principle of constructive notice and an implied duty to conduct a trademark search when registering domain names. The Respondent observes that many insurance companies have an online search feature to find an "agent near me", and the Panel notes that Internet searches on the query "insurance agent near me" do not display a link to the Complainant until the fifth screen or later. The Complainant's website makes little use of the IANS INSURANCE AGENT NEAR ME mark and does not signal it with a trademark symbol where it does appear. "Insurance Agent Near Me" is the website heading and the name that is most frequently featured, and this was not registered as a trademark until December 2024. Thus, it appears that the Respondent was not plainly on notice of the Complainant's IANS INSURANCE AGENT NEAR ME mark until the November 2023 cease-and-desist letters. By that time, the Respondent had been operating its own insurance agent directory site named "IA NearMe" for more than two years, using domain names combining either "insurance agents" or "ia" with the words "near me" and using a figurative logo featuring a map pin. It is not clear that the Respondent's domain name variants, even the more similar disputed domain name <insuranceagentsnearme.directory>, were meant to emulate the Complainant's rather obscure mark. Many companies provided means of searching for insurance agents online, and it does not appear on this record that the Complainant's facility was especially prominent. The Panel is not persuaded that the Respondent more likely than not selected these descriptive terms or their abbreviation as a reference to the Complainant's trademark IANS INSURANCE AGENT NEAR ME, before receiving the Complainant's cease-and-desist letters.

The Respondent subsequently registered one more disputed domain name, <insagentsnearme.com>, consistent with its existing pattern of variations on abbreviations of its earliest domain name, <insuranceagentsnearme.com>, but also now with knowledge of the Complainant's registered trademark. The Respondent was clearly aware of the Complainant's competing website and similar trademark by that time, and so the Panel reasonably infers that the Respondent was motivated in substantial part by an intent to target the Complainant's mark in registering that last disputed domain name.

The Panel finds as follows:

The Panel finds that the Complainant has established the third element of the Policy with respect to the disputed domain name <insagentsnearme.com>.

The Panel also finds that the Complainant has established the second element of the Policy with respect to that disputed domain name, for the reasons detailed above.

The evidence in the case file as presented does not convincingly indicate that the Respondent's aim in registering the disputed domain names <insuranceagentsnearme.com>, <ianearme.com>, <insuranceagentsnearme.directory>, and <ianearme.directory> was to profit from or exploit the Complainant's trademarks.

The Panel finds the third element of the Policy has not been established with respect to the disputed domain names <insuranceagentsnearme.com>, <ianearme.com>, <insuranceagentsnearme.directory>, and <ianearme.directory>.

The Panel also finds that the Complainant has not established the second element of the Policy with respect to those disputed domain names, for the reasons detailed in that section above.

D. Reverse Domain Name Hijacking

Paragraph 15(e) of the Rules provides that, if after considering the submissions, the panel finds that the Complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or to harass the domain-name holder, the panel shall declare in its decision that the Complaint was brought in bad faith and constitutes an abuse of the administrative proceeding. The mere lack of success of the complaint is not, on its own, sufficient to constitute reverse domain name hijacking. [WIPO Overview 3.0](#), section 4.16.

The Panel finds Reverse Domain Name Hijacking with respect to the claim concerning the disputed domain name <insuranceagentsnearme.com>, as the Complainant did not present evidence or arguments to explain how a domain name registered more than two years before the Complainant commenced business operations was registered in contemplation of the Complainant's subsequent trademark rights. The Complainant's claims with respect to the other disputed domain names were more colorable and subject to factual dispute and legal argumentation.

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 <insagentsnearme.com> be transferred to the Complainant. For the foregoing reasons, the Complaint is denied with respect to the other disputed domain names.

Moreover, the Panel finds that the Complaint has been brought in bad faith and constitutes an attempt at Reverse Domain Name Hijacking, solely with respect to the claim concerning the disputed domain name <insuranceagentsnearme.com>.

/W. Scott Blackmer/

W. Scott Blackmer

Sole Panelist

Date: March 18, 2025