



## **WIPO Arbitration and Mediation Center**

### **ADMINISTRATIVE PANEL DECISION**

**Clearwire Legacy, LLC v. Leon Ganesh**

**Case No. D2010-0148**

#### **1. The Parties**

The Complainant is Clearwire Legacy, LLC of Kirkland, Washington, United States of America, represented by Latimer & Mayberry IP Law LP, United States of America.

The Respondent is Leon Ganesh of Coppell, Texas, United States of America.

#### **2. The Domain Name and Registrar**

The disputed domain name, <4gclearinternet.com>, is registered with GoDaddy.com, Inc. (the “Registrar”).

#### **3. Procedural History**

The Complaint was brought pursuant to the Uniform Domain Name Dispute Resolution Policy (the “Policy” or “UDRP”), which was adopted by the Internet Corporation for Assigned Names and Numbers (“ICANN”) on August 26, 1999, and approved on October 24, 1999, and also in accordance with the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”) and the World Intellectual Property Organization (“WIPO”) Supplemental Rules for Uniform Domain Name Dispute Resolution Policy in effect as of December 14, 2009 (the “Supplemental Rules”).

The Complaint, with accompanying Annexes A-F, was filed with the WIPO Arbitration and Mediation Center (the “Center”) by email on February 2, 2010. An amended Complaint, together with Annexes G and H, (in response to an email message from the Center dated February 5, 2010 inviting the Complainant to amend the Complaint) was received at the Center by email on February 8, 2010. For simplicity, all references to the “Complaint” hereinafter will be collectively to the Complaint including its amendment and all annexes A-H.

Pursuant to paragraph 4(d) of the Policy, the Complainant selected the Center as the ICANN approved administrative dispute resolution service provider to administer this

proceeding. Through the Complaint, the Complainant requested a single-member panel.

After receiving the original Complaint, the Center, in accordance with paragraph 5 of the Supplemental Rules, verified that the Complaint complied with the formal requirements of the Rules and the Supplemental Rules. In that regard, on February 3, 2010, the Center requested confirmation from the Registrar as to: whether the Registrar received a copy of the Complaint from the Complainant, contact and registrant information set forth in the Complaint relative to the disputed domain name, and whether that name is indeed registered with the Registrar. The Center also requested the Registrar to *inter alia* specify for the disputed domain name: (a) the dates on which the registrant registered that domain name (or acquired the registration) and when the registration will expire, (b) whether the Policy applies to that domain name, (c) the language of the registration agreement, and (d) whether that domain name will remain “locked” during the proceeding.

Subsequently, on February 4, 2010, the Registrar provided its response to the Center through which it specified name and contact information pertinent to the disputed domain name to the extent, as it then existed, in its WhoIs database. Further, the Registrar stated that: it had not received a copy of the Complaint, the original respondent (Domains by Proxy, Inc.) was not listed as the registrant for the domain name and the domain name is registered with GoDaddy.com, Inc. The Registrar’s response further indicated that: (a) the registration for the name was created on December 10, 2009 and will expire on December 10, 2010, (b) the Policy applies to the domain name, (c) the registration agreement for the domain name is in English, and (d) the name will remain locked during the proceeding.

The Center transmitted a Notice of Change in Registrant information, providing the information received from the registrar concerning the identity of the underlying registrant and inviting the Complainant to submit an amendment to the Complaint. The Amended Complaint was submitted on February 8, 2010. The Center verified that the Complaint together with the Amended Complaint satisfied the formal requirements of the Policy, the Rules and the Supplemental Rules.

On February 9, 2010, the Center formally notified the Respondent of the filing of the Complaint, including an indication that the Center was forwarding a complete copy of the Complaint to the Respondent, together with all its annexes, by email. The Complaint and its accompanying documents, and all subsequent communications associated therewith, were provided in the preferred manners and to the addresses as mandated by paragraphs 2(a), 2(b) and 4(a) of the Rules.

Hence, the notification to the Respondent having occurred on February 9, 2010, under paragraph 4(c) of the Rules, this administrative proceeding is deemed to have commenced on that date.

Having reviewed the Complaint and all the correspondence, including that between the Center and the Registrar, the Panel agrees with the determination of the Center that the Complaint and its handling met the requirements of the Rules and the Supplemental Rules.

The Respondent was then provided with a 20 calendar day period, expiring on March 1, 2010, to file his Response with the Center and the Complainant.

As of March 2, 2010, the Center had not received a formal Response to the Complaint

from the Respondent; hence, the Center, in an email letter dated March 2, 2010, notified the Respondent of his default.

Accordingly, pursuant to the Rules and Supplemental Rules, by email letter dated March 4, 2010, the Center contacted the undersigned, Mr. Peter L. Michaelson, Esq., requesting his service as sole Panelist for this dispute. Subsequently, on the same date, Mr. Michaelson accepted and returned, by email attachment to the Center, a fully executed Statement of Acceptance and Declaration of Impartiality and Independence. The Center, through an email letter dated March 9, 2010, notified the Parties of the appointment of Mr. Michaelson as sole Panelist.

Based on the deadline set forth in paragraph 15 of the Rules, a decision is to be issued by the Panel before March 23, 2010.

This dispute concerns one domain name, specifically <4gclearinternet.com>.

#### **4. Factual Background**

As indicated in the WhoIs registration record for the disputed domain name provided in Annex A to the Complaint, the domain name was registered on December 10, 2009.

##### **A. Complainant's CLEAR Marks**

The Complainant owns numerous United States (US) and foreign registrations for marks containing the term "clear" followed by a generic word or a short series of numbers, either, for most of these marks, entirely in block letters or, for a few remaining marks, in a stylized pattern. The Complainant has provided, in Annex C to the Complaint, a list of its US registrations. Pertinent details of a representative sample of these registrations are as follows:

1. CLEARWIFI (block letters)  
United States Registration No. 3,506,382; registered September 23, 2008

This service mark is registered for use in connection with: "Telecommunications services, namely, providing high-speed access to computer and communication networks, and the electronic transmission of voice, video and data via computer and communication networks" in international class 38.

2. CLEARBUSINESS (block letters)  
United States Registration No. 3,055,307; registered January 31, 2006

This service mark is registered for use in connection with: "Telecommunications services namely, providing telecommunications connections to a global computer network; electronic, electric, and digital transmission of data, images, signals, messages and voice; providing high speed access to area networks and a global computer information network; telecommunication consultation; providing high speed access to computer and communication networks" in international class 38.

3. clearw're (stylized)  
United States Registration No. 2,964,098; registered June 28, 2005

This service mark is registered for use in connection with: "Telecommunications services, namely, providing high-speed access to computer and communication

networks, and the electronic transmission of voice, video and data via computer and communication networks” in international class 38.

4. CLEARWIRE (block letters)  
United States Registration No. 2,741,551; registered July 29, 2003

This service mark is registered for use in connection with: “Providing high speed access to area networks in a global computer information network” in international class 38.

## **B. The Parties and their Activities**

The Complainant currently provides its CLEAR-branded, high-speed Internet access service, utilizing WiMAX technology, in 28 markets and provides pre-WiMAX communications services in 34 markets across the U.S. and Europe. These services are provided to both consumers and businesses. As part of its multi-year network build-out plan, the Complainant’s CLEAR-branded services will be available in major metropolitan areas across the US. The Complainant’s IP network, combined with its significant spectrum of holdings, provides substantial network capacity to deliver next-generation broadband access. The Complainant’s investors include Intel Capital, Comcast, Sprint, Google, Time Warner Cable, and Bright House Networks.

The Complainant has spent considerable amounts of money, time and effort in securing, developing, promoting, advertising and protecting its CLEAR marks. As a result of those efforts, the Complainant believes that the public associates its CLEAR mark with the Complainant’s services and recognizes the Complainant as a key player in the developing WiMAX market.

At one time, the Respondent had copied considerable amounts of content from the Complainant’s website “www.clearwirelessinternet.com”, including certain of the Complainant’s CLEAR marks, onto his own website and also, in so doing, replaced the Complainant’s telephone number, in that content, with the Respondent’s telephone number. Screen shots of pages from the Respondent’s website appear in Annex F to the Complaint.

Further, the Respondent has placed advertisements on various websites (*e.g.*, “www.freelancer.com” and “www.hirelancer.com”) seeking an individual, operating as a freelance contractor, to optimize the Respondent’s website, to, as Respondent states, “optimize my website “www.4gclearinternet.com” and get top ranks in google search fro [sic] keywords like clear wireless internet, clear wimax, clear 4g, clear internet etc”. Screen shots of pertinent pages of those sites are provided in Annex E to the Complaint).

Moreover, the Respondent, as evidenced by a reverse WhoIs report procured by the Complainant (a copy of that report appears in Annex G to the Complaint), apparently owns nearly 30 domain names (apart from those he registered through privacy services) that are variants of well-known third-party registered trademarks. These names include: <blackberryslide.com>, <gphonegoogle.com>, <twittef.com>, <unlockedapple.com> and <xboxfalcon.com>. Copies of corresponding entries for the marks, from the Trademark Electronic Search System (TESS) of the US Patent and Trademark Office, are provided in Annex H to the Complaint.

## **5. Parties’ Contentions**

## **A. Complainant**

### **(i) Identical or Confusingly Similar**

The Complainant contends that the disputed domain name is confusingly similar to the Complainant's CLEAR marks.

Specifically, the name includes the term CLEAR along with two generic terms, one being "internet" which describes the services being rendered (*i.e.*, Internet access) by the Complainant, and the other "4g" refers to speed of those services. Inasmuch as the Complainant is known by its mark CLEAR, the name implies that a connection, association or sponsorship of some sort exists at least between the Complainant's and the Respondent's respective websites and that Internet users could obtain information regarding the Complainant's 4g Internet access service by consulting the Respondent's website, when, in actuality, no relationship exists at all either between the parties or their websites.

Hence, the Complainant believes that it has satisfied the confusing similarity/identity requirement in paragraph 4(a)(i) of the Policy.

### **(ii) Rights or Legitimate Interests**

The Complainant contends that, for any of several reasons, the Respondent has no rights or legitimate interests in the disputed domain name pursuant to paragraph 4(a)(ii) of the Policy.

The Respondent is not authorized to sell Complainant's services. Further, the Respondent was never authorized by the Complainant to secure, use or register any domain name that included any of the Complainant's CLEAR marks.

Additionally, the Respondent's former use of the domain name to resolve to his website, as it stands, does not constitute use of the name in conjunction with a *bona fide* offering or goods or services. Specifically, the Respondent's website contained substantial content taken, without any authorization, from the Complainant's website along with the substitution of the Respondent's telephone number for that of the Complainant. Obviously, the Respondent knew of the Complainant's mark CLEAR and of Complainant's exclusive rights in that mark when the Respondent registered the name and, in spite of that knowledge, proceeded to use the domain name to intentionally exploit the goodwill in that mark and more generally in the Complainant's CLEAR marks. Such use deliberately confuses Internet users into believing that a relationship of some sort exists between the Complainant and the Respondent and, as a result, diverts Internet users from the Complainant's website to the Respondent's website at which Respondent appears to offer the Complainant's services, without any authorization to do so, but solely for the Respondent's own profit. Such a use, which clearly infringes on the Complainant's marks, is not *bona fide* and thus is not in connection with a *bona fide* offering of goods or services.

Finally, since the Respondent's use of the domain name is clearly to generate pecuniary gain, this use is neither a noncommercial or fair use.

### **(iii) Registered and Used in Bad Faith**

Lastly, the Complainant contends that, for any of several reasons, the Respondent

registered and is using the disputed domain name in bad faith under paragraph 4(a)(iii) of the Policy.

Specifically, the Respondent registered the disputed domain name to intentionally: (1) profit from the sale of the domain name by selling it to the Complainant; (2) profit from the sale of the domain name by selling it to a competitor of the Complainant so that the competitor could divert sales; (3) develop his own web site(s) using the Complainant's mark, with the intent to divert customers away from the Complainant, cause confusion in the marketplace, or otherwise trade on the goodwill and mark of the Complainant; and/or (4) prevent the Complainant from registering this domain name for its own use in its business.

Further, the Respondent's acts in registering the disputed domain name through a privacy service reflects bad faith registration.

Moreover, the Respondent was well aware of the Complainant's CLEAR marks and its exclusive rights in these marks when the Respondent registered the disputed domain name. In spite of that knowledge, the Respondent intentionally registered the domain name to resolve to his website. That site contains substantial amounts of content which the Respondent copied from the Complainant's website and also substituted, in that content, the Respondent's telephone number for that of the Complainant. In addition, the Respondent sought third-party assistance, on a freelance basis, to optimize traffic to the Respondent's website through use of various ones of the Complainant's marks, *e.g.*, "clear wireless internet", "clear wimax", "4g" and "clear internet". Thus, the Respondent is obviously attempting to divert Internet users and their business from the Complainant's website to the Respondent's website instead, and profit from doing so. There is simply no credible reason why the Respondent would have registered a version of the Complainant's mark as a domain name if the Respondent had no intention to commercially benefit from doing so.

## **B. Respondent**

The Respondent failed to file any Response to the contentions raised in the Complaint.

## **6. Discussion and Findings**

In view of the lack of a Response filed by the Respondent as permitted under paragraph 5 of the Rules, this proceeding has proceeded by way of default. Hence, under paragraphs 5(e), 14(a) and 15(a) of the Rules, the Panel may in its discretion decide this administrative proceeding on the basis of the Complainant's undisputed factual representations.

### **A. Identical or Confusingly Similar**

The Panel finds that the disputed domain name is confusingly similar to the Complainant's CLEAR marks.

This Panel recognizes that, of those of the Complainant's CLEAR marks which are registered, the formative common to all of them is the term "clear" - which itself is the subject of several pending US trademark applications which the Complainant has filed. The registered marks contain that term along with, as a suffix, either a generic word, such as, *e.g.*, "business", "classic", "max", "value", and "wifi", or a short series of numbers, *e.g.*, "365". Many of these marks are registered by the Complainant in

connection with providing telecommunication connections to a global computer network, *i.e.* essentially as an ISP (Internet service provider).

The disputed domain name contains, as a prefix, the term “4g”, followed by the term “clear” with thereafter, as a suffix, the term “internet” to form a separate corresponding composite term (“4gclearinternet”) to which the gTLD (generic top level domain) “.com” is then appended to form the disputed domain name - with the last addition being irrelevant in assessing confusing similarity or identity under paragraph 4(a) of the Policy and thus ignored.

The Panel views the differences, between each of the Complainant’s registered CLEAR marks and the disputed domain name, as basically being the specific generic term or numeric sequence that is prepended as a prefix and/or appended as a suffix to the term “clear” to form either one of those marks or the disputed domain name.

The Panel is mindful that substitution, in a domain name, of a generic or highly descriptive portion of a complainant’s composite mark with another generic or highly descriptive term may not in each and every instance invariably lead to a finding of confusing similarity between that mark and the ensuing name. Such a determination rests on a case-by-case analysis predicated on comparing the domain name and the mark, when each is necessarily viewed in its totality. Here, the disputed domain name contains the terms “4g” and “internet” - both of which refer to well-known aspects of networked communications (“4g” referring to a high-speed telecommunication network modality, and “internet” referring to a global computer network) while at least one of the Complainant’s registered CLEAR marks likewise included an appended term, “wifi” (referring to a limited range, wireless radio network modality), which is also semantically related to networked communication and all of those marks are used in conjunction with telecommunications network access or related services. Thus, the differences here between those marks and the disputed domain name do not impart sufficient distinctiveness to the domain name to dispel user confusion.

It is now very well-established in UDRP precedent, including numerous decisions previously rendered by this Panel, that a minor variation, such as adding short letter or number groups or even common, generic or highly descriptive words, or country names to a mark, is usually insufficient in and of itself, when used in forming a domain name that results from modifying the mark, to confer requisite and sufficient distinctiveness to that name to avoid user confusion. See, *e.g.*, *Oakley, Inc. v. Kate Elsberry, Elsberry Castro*, Case No. D2009-1286 (November 18, 2009); *Burberry Limited v. Domain Admin*, WIPO Case No. D2009-0703 (August 11, 2009); *Krispy Kreme Doughnuts, Inc. v. John Sharp*, WIPO Case No. D2009-0099 (April 20, 2009); *MasterCard International Incorporated v. Global Prepaid*, WIPO Case No. D2008-2008 (March 25, 2009); *HRB Innovations Inc., Express Tax Service Inc. v. Calvin Brown*, WIPO Case No. D2008-1072 (September 4, 2008); *Dreamworks Animation, LLC v. Creahq, Mike Furlong*, WIPO Case No. D2008-0505 (May 28, 2008); *Marvel Manufacturing Company Inc. v. Koba Internet Sales, LP*, WIPO Case No. D2008-0265 (May 5, 2008); *MySpace, Inc. v. Edwin De Jesus, EDJ Associates Inc.*, WIPO Case No. D2007-1878 (March 12, 2008); *Blackrock, Inc. v. blackrockfinancialservices.com*, WIPO Case No. D2007-1627 (January 4, 2008); *F. Hoffmann-La Roche AG v. Transliner Consultants*, WIPO Case No. D2007-1359 (November 14, 2007); *National Football League v. Peter Blucher d/b/a BluTech Tickets*, WIPO Case No. D2007-1064 (September 24, 2007); *Toilets.com, Inc. v. Rons Porta Johns*, WIPO Case No. D2007-0952 (August 27, 2007); *Associated Bank Corp. v. Texas International Property Associates*, WIPO Case No. D2007-0334 (June 28, 2007); *Gerber Childrenswear Inc. v. David Webb*, WIPO Case No. D2007-0317 (April 24, 2007);

*SPX Corporation v. Hevun Diversified Corporation*, NAF Claim No. 791657 (November 13, 2006); *Google Inc. v. Jennifer Burns*, NAF Claim No. 726096 (August 16, 2006); *The Cheesecake Factory Inc. and The Cheesecake Factory Assets Co., LLC v. Say Cheesecake*, WIPO Case No. D2005-0766 (September 12, 2005); *Napster, Inc. v. Giovanni Vinscani*, WIPO Case No. D2005-0531 (July 19, 2005); *Caesars Entertainment, Inc. v. Nova Internet Inc.*, WIPO Case No. D2005-0411 (June 22, 2005); *Lockheed Martin Corporation v. The Skunkworx Custom Cycle*, WIPO Case No. D2004-0824 (January 18, 2005); *Lockheed Martin Corporation v. Deborah Teramani*, WIPO Case No. D2004-0836 (December 1, 2004); *National Collegiate Athletic Association v. Dusty Brown*, WIPO Case No. D2004-0491 (August 30, 2004); *Lane-Labs USA, Inc. v. Powell Productions*, NAF Claim No. 155896 (July 1, 2003); and particularly *Cable News Network LP, LLP v. Elie Khouri d/b/a Channel News Network et al.*, NAF Claim No. 117876 (December 16, 2002). Under the particular facts here, this principle can be extended to encompass the substitution of a generic term in one of the Complainant's composite marks by a highly semantically related term in the disputed domain name and the addition of another such term to the domain name, where the overall affect is that the ensuing differences do not impart requisite distinctiveness to the domain name to ameliorate user confusion that would otherwise likely occur. This likelihood of confusion is made all the more probable in the present case as the term "clear" is the dominant portion of each of the Complainant's registered trademarks.

Moreover, by including the terms "4g" and "internet" together with the term "clear" - which as indicated is the formative underlying all of the Complainant's registered marks - to form the disputed domain name, the potential for user confusion is quite likely to be exacerbated, not reduced. Inasmuch as the Complainant provides high speed Internet access to its customers, those customers and particularly Complainant's prospective customers, upon seeing the domain name, would be deceived into thinking that the Respondent's website, resolvable through the domain name, is providing a 4G Internet access service offered by, sponsored by, affiliated with or in some way connected to the Complainant, when in fact no such offer, sponsorship, affiliation or connection exists. Including both of those terms with the term "clear" only increases the likelihood that user confusion will occur and does so to the Respondent's benefit and the ultimate detriment of the Complainant. See *Burberry*, *Krispy Kreme*, *Dreamworks* and *MySpace*, all cited *supra*.

Therefore, the Panel finds that the disputed domain name is confusingly similar to the Complainant's CLEAR marks; hence, the Complainant has satisfied its burden under paragraph 4(a)(i) of the Policy.

## **B. Rights or Legitimate Interests**

Based on the evidence of record here, the Panel finds that no basis exists which would appear to legitimize a claim by the Respondent, were it to have made one, to the disputed domain name under paragraph 4(c) of the Policy.

The Complainant has never authorized the Respondent to utilize its CLEAR marks in conjunction with any of the services with which the Complainant uses those marks, nor does the Complainant apparently have any relationship, affiliation or association whatsoever with the Respondent. As such, any use to which the Respondent were to put the Complainant's CLEAR marks or one confusingly similar thereto - as in the disputed domain name - in connection with the identical or even similar services to those currently provided by the Complainant, as recited in any of its trademark registrations, might potentially (in circumstances as are present here) violate the

exclusive trademark rights now residing with the Complainant. See, e.g., *Burberry*, *HRB Innovations Inc.*, *Dreamworks*, *MySpace*, *Blackrock*, *F. Hoffmann-La Roche AG*, *National Football League*, *Toilets.com, Inc.*, and *Associated Bank*, all cited *supra*; also *Starline Publications, Inc. v. Unity*, WIPO Case No. D2008-1823 (February 2, 2009); *GoDaddy.com, Inc., v. GoDaddysDomain.com*, *Clark Signs*, *Graham Clark*, WIPO Case No. D2007-0303 (May 7, 2007); *Citgo Petroleum Corporation v. Richard Antinore*, WIPO Case No. D2006-1576 (March 14, 2007); *New Destiny Internet Group, LLC and Xplor Media, Inc. v. SouthNetworks*, WIPO Case No. D2005-0884 (October 14, 2005); *The Cheesecake Factory Inc., Napster and Caesars Entertainment, Inc.*, all cited *supra*; *Pelmorex Communications Inc. v. weathernetwork*, WIPO Case No. D2004-0898 (December 28, 2004); *Sybase, Inc. v. Analytical Systems*, WIPO Case No. D2004-0360 (June 24, 2004); *Caesars World, Inc. and Park Place Entertainment Corporation v. Japan Nippon*, WIPO Case No. D2003-0615 (September 30, 2003); *Leiner Health Services Corp. v. ESJ Nutritional Products*, NAF Claim No. 173362 (September 16, 2003); *AT&T Corp. v. Roman Abreu d/b/a Smartalk Wireless*, cited *supra*; *MPL Communications, Limited et al v. IWebAddress.com*, NAF Claim No. 97092 (June 4, 2001); *Treeforms, Inc. v. Cayne Industrial Sales, Corp.*, NAF Claim No. 95856 (December 18, 2000); and *America Online, Inc. v. Xianfeng Fu*, WIPO Case No. D2000-1374 (December 11, 2000). Consequently, in the Panel's view, the Respondent could not legitimately acquire any public association between it and either the mark CLEAR or one similar thereto, and certainly not for the services provided by the Complainant under its marks.

Further, there is absolutely no evidence of record that the Respondent has ever been commonly known by the disputed domain name or more generally the term "clear" or a mark containing that term. Nor could the Respondent in the Panel's view likely ever become commonly known by the disputed domain name without likely infringing on the exclusive trademark rights of the Complainant. See, e.g., *Burberry*, *Starline Publications*, *HRB Innovations Inc.*, *MySpace* and *Treeforms, Inc.*, all cited *supra*.

Hence, based on the evidence before the Panel, the Respondent does not fall within paragraph 4(c)(ii) of the Policy.

Moreover, it is beyond any credible doubt that the Respondent had actual knowledge of the Complainant's CLEAR marks and the Complainant's exclusive rights in those marks at the time he registered the disputed domain name. Yet, in spite of that knowledge, he proceeded to register the domain name and copy substantial amounts of content from the Complainant's website into his own site in order to effectively present a look-alike site to that of the Complainant. In his site, the Respondent also substituted his own telephone number for that of the Complainant. The Panel infers, from the lack of any Response, that the Respondent's primary motivation in doing so was to create and then opportunistically exploit inevitable user confusion by diverting Internet users and their corresponding purchases from the Complainant's website to his own. Inasmuch as such use is likely to directly infringe the Complainant's marks, it does not constitute a *bona fide* offering of goods or services, let alone one that occurred prior to receiving any notice of this dispute.

Consequently, the Respondent's conduct does not fall within paragraph 4(c)(i) or 4(c)(iii) of the Policy either.

Accordingly, the Panel concludes that the Respondent has no rights or legitimate interests in disputed domain name within paragraph 4(a)(ii) and 4(c) of the Policy.

### **C. Registered and Used in Bad Faith**

The Panel finds that the Respondent's actions, with respect to the disputed domain name, constitute bad faith registration and use.

As noted above, it is indisputable, from the Panel's perspective, that the Respondent was well aware of the Complainant's CLEAR marks when the former registered the disputed domain name. Yet, in spite of that knowledge, the Respondent intentionally registered the domain name in an effort to create ensuing confusion and then opportunistically exploit that confusion by misappropriating the Complainant's reputation and goodwill in its marks. This is plainly evident in the Respondent having used the domain name in conjunction with his website which, without any authorization and having no relationship whatsoever with the Complainant, had substantial content copied directly from the Complainant's site and moreover substituted the Respondent's telephone number for that of the Complainant. Obviously, the Respondent did so to intentionally divert Internet users and their corresponding sales from the Complainant's website, thus disrupting the Complainant's normal business, and, by so doing, commercially benefit to the ultimate detriment of the Complainant. This itself evidences bad faith registration and use.

Furthermore, the Respondent has registered multiple domain names that include slightly mis-spelled variants of well-known third-party marks, clearly in an attempt to illicitly benefit, whether commercially or otherwise, from doing so. It appears to the Panel that his actions here are simply consistent with his prior pattern and by themselves also reflect bad faith registration.

Hence, the Panel concludes that the Respondent violated paragraph 4(a)(iii) of the Policy including specifically paragraphs 4(b)(ii), 4(b)(iii) and 4b(iv) thereof.

Thus, the Panel concludes that the Complainant has provided sufficient proof of its allegations, with respect to the disputed domain name, to establish a case under paragraph 4(a) of the Policy upon which the relief it now seeks can be granted.

## **7. Decision**

Accordingly, under paragraphs 4(i) of the Policy and 15 of the Rules, the Panel grants the relief sought by the Complainant.

The disputed domain name, <4gclearinternet.com>, is ordered transferred to the Complainant.

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Peter L. Michaelson  
Sole Panelist

Dated: March 17, 2010