

ADMINISTRATIVE PANEL DECISION

Meadowbrook, Inc. v. Domain Admin, Privacy Protect, LLC
(PrivacyProtect.org) / James Maxwell, Maxwell's Colors and Media Company
Case No. D2022-0926

1. The Parties

Complainant is Meadowbrook, Inc., United States of America ("United States"), represented by Carlson, Gaskey & Olds, P.C., United States.

Respondent is Domain Admin, Privacy Protect, LLC (PrivacyProtect.org), United States / James Maxwell, Maxwell's Colors and Media Company, United States.

2. The Domain Name and Registrar

The disputed domain name <centurysuretycompany.com> is registered with Launchpad.com Inc. (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on March 16, 2022. On March 16, 2022, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On March 16, 2022, 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 and contact information in the Complaint. The Center sent an email communication to Complainant on March 21, 2022 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 March 25, 2022.

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 March 28, 2022. In accordance with the Rules, paragraph 5, the due date for Response was April 17, 2022. Respondent did not submit any response. Accordingly, the Center notified Respondent's default on April 18, 2022.

The Center appointed Georges Nahitchevansky as the sole panelist in this matter on April 26, 2022. 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, Meadowbrook, Inc., is a provider of insurance services in the United States. Complainant provides a number of insurance services, including surety bonds, under the name and mark CENTURY INSURANCE GROUP. Complainant owns a trademark registration in the United States for the CENTURY INSURANCE GROUP mark (Registration No. 2582518), which issued to registration on June 18, 2002 (with a disclaimer of the words “insurance group”). The underlying application for this registration was filed on September 9, 1997 by Century Surety Company and was assigned to Complainant on July 12, 2012.

Complainant also owns and uses the domain name <centurysurety.com> to provide information concerning Complainant’s Century Insurance Group products and services. Complainant and its predecessors in interest have owned and used the domain name since at least 1999.

Respondent, who is based in the United States, registered the disputed domain name on September 19, 2021. Respondent has used the disputed domain name in connection with a website that purports to promote the underwriting of surety bonds for various purposes by a company called Century Surety Company. The alleged Century Surety Company claims to have been formed in 1989 and to have an address in Westerville, Ohio at the same location as Complainant’s offices in Ohio for its Century Insurance Group. The disputed domain name does not currently resolve to an active website or web page.

5. Parties’ Contentions

A. Complainant

Complainant contends that it owns trademark rights in the name and mark CENTURY INSURANCE GROUP by virtue of its United States registration for that mark and on account of its use of the mark since 2000. Complainant also claims common law rights in the name and mark CENTURY SURETY COMPANY.

Complainant asserts that the disputed domain is identical to its CENTURY SURETY COMPANY common law mark and confusingly similar to its CENTURY INSURANCE GROUP mark since it incorporates the dominant component of that mark, namely “Century”.

Complainant argues that Respondent does not have rights or legitimate interests in the disputed domain name as Respondent (i) registered the disputed domain many years after Complainant established its rights in the CENTURY INSURANCE GROUP and CENTURY SURETY COMPANY marks, (ii) has used the disputed domain name in connection with an infringing website, and (iii) has sought to confuse web users by featuring Complainant’s actual address on Respondent’s website.

Lastly, Complainant contends that Respondent has registered and used the disputed domain name in bad faith in order to “lure customers and/or potential customers of Complainant to purchase its bond underwriting services”. Complainant further argues that Respondent’s bad faith is also established by the fact Respondent has featured on its website Complainant’s exact Ohio address and a telephone number with the same area code.

B. Respondent

Respondent did not reply to Complainant’s contentions.

6. Discussion and Findings

Under paragraph 4(a) of the Policy, to succeed Complainant must satisfy the Panel that:

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

A. Identical or Confusingly Similar

Ownership of a trademark registration is generally sufficient evidence that a complainant has the requisite rights in a mark for purposes of paragraph 4(a)(i) of the Policy. Section 1.2.1 of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"). Complainant has provided evidence that it owns a trademark registration for the CENTURY INSURANCE GROUP mark and that such issued to registration years before Respondent registered the dispute domain name. Complainant has also provided some evidence that it has used and continues to use the name "Century Surety Company". Whether Complainant has developed common law rights in "Century Surety Company" as a trademark is not altogether clear to the Panel, but for purposes of the analysis of the third element in this proceeding, the Panel is willing to accept that Complainant has established some rights in the "Century Surety Company" name as an entity associated with CENTURY INSURANCE GROUP.

With Complainant's rights in the CENTURY INSURANCE GROUP mark established, the remaining question under the first element of the Policy is whether the disputed domain name (typically disregarding the Top-Level Domain such as ".com") is identical or confusingly similar with Complainant's mark. See *B & H Foto & Electronics Corp. v. Domains by Proxy, Inc. / Joseph Gross*, WIPO Case No. [D2010-0842](#). The threshold for satisfying this first element is low and generally panels have found that fully incorporating the identical mark in a disputed domain name is sufficient to meet this standing requirement.

In the instant proceeding, the disputed domain name is confusingly similar to Complainant's CENTURY INSURANCE GROUP mark as it incorporates and leads with the dominant component of Complainant's mark, namely CENTURY. The Panel therefore finds that Complainant has satisfied the requirements of paragraph 4(a)(i) of the Policy in establishing its rights in Complainant's CENTURY INSURANCE GROUP mark and in showing that the disputed domain name is confusingly similar to that trademark.

B. Rights or Legitimate Interests

Under paragraph 4(a)(ii) of the Policy, the complainant must make at least a *prima facie* showing that the respondent possesses no rights or legitimate interests in a disputed domain name. *Malayan Banking Berhad v. Beauty, Success & Truth International*, WIPO Case No. [D2008-1393](#). Once the complainant makes such a *prima facie* showing, the burden of production shifts to the respondent, though the burden of proof always remains on the complainant. If the respondent fails to come forward with evidence showing rights or legitimate interests, the complainant will have sustained its burden under the second element of the UDRP.

Here, Respondent has used the disputed domain name for a website that purports to provide surety bond underwriting services by an alleged "Century Surety Company". Such services appear related to or competitive of surety services provided by Complainant under its CENTURY INSURANCE GROUP name and mark. As Respondent has used Complainant's actual address on its website (the same address used by Complainant on its website at <centurysurety.com>), Respondent's claimed "Century Surety Company" and services appear to be suspicious. This is particularly so given that (i) Respondent does not appear to be commonly known by the disputed domain name, (ii) the disclosed underlying Whois information for Respondent is for a different entity located in Montgomery, Alabama, and (iii) Respondent has failed to

appear in this proceeding to justify or explain its activities. In totality, Respondent's use of the disputed domain name for a website offering competing services that attempts to pass itself off as connected to Complainant does not appear to be legitimate.

Given that Complainant has established with sufficient evidence that it owns rights in the CENTURY INSURANCE GROUP mark, and given Respondent's above noted actions, the Panel concludes that Respondent does not have rights or legitimate interests in the disputed domain name, and that none of the circumstances of paragraph 4(c) of the Policy are evident in this case.

C. Registered and Used in Bad Faith

In view of Respondent's actions as noted above, the Panel finds that Respondent has more likely than not registered and used the disputed domain name in bad faith pursuant to paragraph 4(b) of the Policy.

Here, Respondent has registered and used the disputed domain name for a website that essentially attempts to pass itself off as connected to Complainant. Respondent has used the name "Century Surety Company", the exact name that Complainant has used for many years in connection with its CENTURY INSURANCE GROUP products and services, suggesting that Respondent was likely aware of Complainant and its products and services. That this is the case is further confirmed by Respondent's use of Complainant's exact Ohio address on Respondent's website. Simply put, the evidence before the Panel, none of which is contested by Respondent, establishes that Respondent opportunistically and in bad faith registered and used the disputed domain name to profit at the expense of Complainant. See [WIPO Overview 3.0](#) at section 3.2.1.

Accordingly, the Panel finds that Complainant succeeds under this 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 name <centurysuretycompany.com> be transferred to Complainant.

/Georges Nahitchevansky/

Georges Nahitchevansky

Sole Panelist

Date: May 9, 2022