

ADMINISTRATIVE PANEL DECISION

LinkedIn Corporation v. Domains By Proxy, LLC / MUHAMMAD ARSLAN GHANI, CoreFoxy
Case No. D2022-1969

1. The Parties

The Complainant is LinkedIn Corporation, United States of America (“United States”), represented by The GigaLaw Firm, Douglas M. Isenberg, Attorney at Law, LLC, United States.

The Respondent is Domains By Proxy, LLC, United States / MUHAMMAD ARSLAN GHANI, CoreFoxy, Pakistan.

2. The Domain Name and Registrar

The disputed domain name <linkedinendorsement.com> is registered with GoDaddy.com, LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on May 31, 2022. On May 31, 2022, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On June 6, 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 the Complainant on June 7, 2022, 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 amendment to the Complaint on June 8, 2022.

The Center verified that the Complaint together with the amendment to the 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 June 8, 2022. In accordance with the Rules, paragraph 5, the due date for Response was June 28, 2022. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on June 29, 2022.

The Center appointed Alistair Payne as the sole panelist in this matter on July 1, 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

The Complainant was founded in 2003 and became a publicly listed company on the New York Stock Exchange in 2011 and in 2016 it was acquired by Microsoft Corporation. It has more than 830 million members in 200 countries and regions and has more than 19,000 employees in 36 offices around the world. It owns numerous trade mark registrations worldwide for its LINKEDIN mark and logo including United States trade mark registration 3,074,241 registered on March 28, 2006, and the combined word and logo mark registration 3,971,644 registered on May 31, 2011. It owns the domain name <linkedin.com> from which it operates its primary website.

The Respondent registered the disputed domain name on October 9, 2021. The Respondent is using the disputed domain name to resolve to a website that appears to be a website for, or otherwise associated with the Complainant, by using the LINKEDIN trade mark and the LINKEDIN logo mark on the website at the disputed domain and offering users the ability to “Buy LinkedIn Endorsements”, “Buy LinkedIn Followers”, and “Buy LinkedIn Connections” for USD 284.99.

5. Parties’ Contentions

A. Complainant

The Complainant submits that it owns registered trade mark rights for its LINKEDIN mark as set out above. It says that the disputed domain name wholly contains its LINKEDIN mark and is therefore confusingly similar to its mark. It notes that the addition of the word “endorsement” in the disputed domain name does not prevent a finding of confusing similarity and asserts that the overall impression given of the disputed domain name is one of being connected to the Complainant and is not altered by the addition of “endorsement”.

The Complainant asserts that the Respondent has no rights or legitimate interests in the disputed domain name and that it has never assigned, granted, licensed, sold, transferred or in any way authorised the Respondent to register or use the LINKEDIN trade mark in any manner.

Neither says the Complainant does this amount to making a legitimate noncommercial or fair use of the disputed domain name. It notes also that there is no evidence that the Respondent has ever been commonly known by the disputed domain name, or that it has ever acquired any trade mark or service mark rights in the disputed domain name.

By using the disputed domain name in connection with a website that appears to be a website for, or otherwise associated with the Complainant and by using the LINKEDIN trade mark and the LINKEDIN logo and offering users the ability to “Buy LinkedIn Endorsements”, “Buy LinkedIn Followers”, and “Buy LinkedIn Connections”, which the Complainant notes are all in violation of the Complainant’s User Agreement, the Complainant says that the Respondent has failed to create a *bona fide* offering of goods or services under the Policy and therefore, the Respondent cannot demonstrate rights or legitimate interests under Paragraph 4(c)(i) of the Policy.

The Complainant says that given the very considerable use that it has made of the LINKEDIN mark for 19 years in the United States and internationally and the extent of its trade mark registrations in 62 countries, it is most likely that the Respondent knew of its mark and registered the disputed domain name opportunistically and with a view to obtaining a commercial benefit by attracting Internet users to its website.

By using the disputed domain name in connection with a website that falsely purports to be a website for, or otherwise associated with the Complainant and by using the LINKEDIN trade mark and the LINKEDIN logo and offering users the ability to “Buy LinkedIn Endorsements”, “Buy LinkedIn Followers”, and “Buy LinkedIn Connections”, all in violation of the Complainant’s User Agreement, the Complainant says that the Respondent is clearly “creating a likelihood of confusion” with the LINKEDIN trade mark that constitutes bad faith under paragraph 4(b)(iv) of the Policy. Further, by including the Complainant’s LINKEDIN logo on its website using the disputed domain name, the Respondent has only increased the likelihood of confusion between its website and Complainant. The Complainant also asserts that the Respondent is trying to disrupt the Complainant’s business in terms of paragraph 4(b)(iii) of the Policy.

The Complainant says that it contacted the Respondent about the disputed domain name on at least two occasions (March 10, 2022 and April 4, 2022), asking Respondent to “cease all usage” of the disputed domain name and to “disable any site available at” the disputed domain name. However, the Respondent has never replied, and the disputed domain name is still be used in connection with the website.

B. Respondent

The Respondent did not reply to the Complainant’s contentions.

6. Discussion and Findings

A. Identical or Confusingly Similar

The Complainant has demonstrated that it owns various trade mark registrations worldwide for its LINKEDIN mark including United States trade mark registration 3,074,241 registered on March 28, 2006. The disputed domain name wholly incorporates the Complainant’s mark and is therefore confusingly similar to it. The addition of the word “endorsement” in the disputed domain name does not prevent a finding of confusing similarity. As a result, the Complaint succeeds under the first element of the Policy.

B. Rights or Legitimate Interests

The Complainant has asserted that the Respondent has no rights or legitimate interests in the disputed domain name and that it has never assigned, granted, licensed, sold, transferred or in any way authorised the Respondent to register or use the LINKEDIN trade mark in any manner. The Complainant has also submitted that there is no evidence that the Respondent has ever been commonly known by or has ever acquired any trade mark or service mark rights in the disputed domain name.

The Respondent has used the disputed domain name to resolve to a website that to all intents and purposes appears to be the Complainant’s website, or at least is associated with it. The Complainant’s LINKEDIN trade mark and its LINKEDIN logo or a confusingly similar logo are featured on the website. The website offers users the possibility to “Buy LinkedIn Endorsements”, “Buy LinkedIn Followers”, and “Buy LinkedIn Connections”. All of which is presented as if there is some connection with or authorisation by the Complainant when this is not the case. The products being promoted are available for purchase by Internet users obviously for the Respondent’s commercial benefit. None of this is consistent with the Respondent making a legitimate noncommercial or fair use of the disputed domain name or with the Respondent using the disputed domain name to make a *bona fide* offering of goods or services under the Policy.

The Panel finds that the Complainant has made out a *prima facie* case that the Respondent has no rights or legitimate interests in the disputed domain name. In circumstances that the Respondent has failed to respond to or to rebut the Complainant’s case, the Panel finds that the Respondent has no rights or legitimate interests in the disputed domain name and that the Complaint succeeds under this element of the Policy.

C. Registered and Used in Bad Faith

The disputed domain name was registered in October 2021, many years after the Complainant's trade mark registration in 2006. Considering the very substantial degree of renown attaching to the Complainant's LINKEDIN mark based on its worldwide membership and use and of the Respondent's use, not only of the LINKEDIN word mark on the website to which the disputed domain name resolves, but also of a logo that is identical or confusingly similar to the Complainant's combined word and logo mark registration and also considering the purpose of the Respondent's products as promoted on the website, it is most likely that the Respondent was well aware of the Complainant's business and LINKEDIN mark when it registered the disputed domain name.

Under paragraph 4(b)(iv) of the Policy there is evidence of registration and use of a disputed domain name in bad faith where a Respondent has used the disputed domain name to intentionally attract, for commercial gain, Internet users to its website by creating a likelihood of confusion with the Complainant's trade marks as to the source, sponsorship, affiliation or endorsement of the website

The Respondent has used the disputed domain name to intentionally confuse and attract Internet users to a website that uses the LINKEDIN trade mark and the LINKEDIN logo as if the website belongs to or is affiliated with the Complainant, when that is not the case. At the website the Respondent offers users the ability to "Buy LinkedIn Endorsements", "Buy LinkedIn Followers", and "Buy LinkedIn Connections", all to enhance Internet users' positions on the Complainant's LINKEDIN website, but without the Complainant's permission or authority and obviously for the Respondent's commercial gain. The Panel finds that this conduct fulfills the requirements of paragraph 4(b)(iv) and is evidence of registration and use of the disputed domain name in bad faith. The Panel's view of the Respondent's bad faith is only reinforced by its failure to respond to the Complainant's pre-action cease and desist communications in March and April 2022 or to otherwise explain this blatant attempt to ride on the Complainant's coattails without its authority.

Accordingly, the Panel finds that the disputed domain name has been registered and used in bad faith and that the Complaint also 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, <linkedinendorsement.com>, be transferred to the Complainant.

/Alistair Payne/

Alistair Payne

Sole Panelist

Date: July 15, 2022