

ADMINISTRATIVE PANEL DECISION

CSI Leasing Mexico, S. de R.L. de C.V. v. Larry Reed
Case No. D2025-2159

1. The Parties

The Complainant is CSI Leasing Mexico, S. de R.L. de C.V., Mexico, represented by Brand Enforcement Team 101 Domain, United States of America (“U.S.”).

The Respondent is Larry Reed, U.S.

2. The Domain Name and Registrar

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

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on June 2, 2025. On June 3, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On June 3, 2025, 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 (Information not available on WHOIS) and contact information in the Complaint. The Center sent an email communication to the Complainant on June 4, 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 June 11, 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 June 19, 2025. In accordance with the Rules, paragraph 5, the due date for Response was July 9, 2025. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on July 11, 2025.

The Center appointed José Pio Tamassia Santos as the sole panelist in this matter on July 17, 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.

4. Factual Background

The Complainant has been operating in the financial and business leasing industry since 2002, building a globally recognized brand around their trademark CSI LEASING with an extensive range of services distinctively promoted under this brand name. CSI Leasing Mexico, S. de R.L. de C.V. is a subsidiary of the Complainant's U.S. company, CSI Leasing, Inc. The Complainant's U.S. parent company was established in 1972, with more than 70 offices worldwide, over 1,700 employees, and maintains an international reputation as one of the largest independent equipment leasing specialists in the industry.

In this scenario the Complainant registered their Mexico trademark no. 893978 for CSI LEASING on July 29, 2005.

The Complainant's primary website, "www.csileasing.com", was registered in 1966 and provides an online marketplace for small, medium, and large companies to subscribe to the Complainant's financial and leasing services, all of which are directly rendered under the Complainant's trademark CSI LEASING.

The Complainant maintains an extensive brand portfolio of over 50 domains consisting of country code Top-Level Domains ("ccTLDs") and generic Top-Level Domains ("gTLDs") variations of the trademark CSI LEASING including <cslleasing.com>, <csileasing.com>, and <csileas1ng.com>.

Moreover, the Complainant has consistently and consecutively used their CSI LEASING trademark for over 15 years prior to the disputed domain's recent registration on April 9, 2025. The disputed domain name resolves to an inactive webpage. However, the email address "[...]@csileasiing.com" associated with the disputed domain name has been used as part of a fraudulent email scheme targeting the Complainant's corporate associates by impersonating the identity of one of the Complainant's actual employees to request payment.

5. Parties' Contentions

A. Complainant

The Complainant contends that the disputed domain name is confusingly similar to its CSI LEASING trademark, that the Respondent has no rights or legitimate interests in respect of the disputed domain name, and that the Respondent registered and is using the disputed domain name in bad faith within the meaning of paragraph 4(b)(iv) of the Policy.

Accordingly, 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.

6. Discussion and Findings

For this Complaint to succeed in relation to the disputed domain name the Complainant must prove that:

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

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 of WIPO Panel Views on Selected UDRP Questions, Third Edition, ("[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. [WIPO Overview 3.0](#), section 1.2.1.

The Respondent merely added an extra "i" to Complainant's trademark CSI LEASING.

Therefore, the Panel finds that the disputed domain name is confusingly similar to the Complainant's trademark which is recognizable within the disputed domain name.

Accordingly, the Panel finds that the disputed domain name is confusingly similar to a trademark in which the Complainant has rights, and 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 has no rights or legitimate interests in the disputed domain name, as the Complainant has not licensed nor allowed the Respondent to use its CSI LEASING trademark for any purpose and the Complainant is unaware of any registered trademarks using the terms "csi leasing" owned by the Respondent.

The Complainant was made aware of Respondent's disputed domain name registration due to their proactive monitoring of brand infringement. Promptly after the disputed domain name's registration the Complainant's security system blocked multiple phishing emails from the disputed domain name <csileasiing.com> that fraudulently used the name of a current employee and included prompts for payment. This typosquatting method is not only used to capitalize on notorious brand recognition but also demonstrates the Respondent's intention to specifically target the Complainant with a nearly identical domain name to the Complainant's registered domain name <csileasing.com>.

Additionally, the Respondent is not commonly known by the disputed domain name and registered the disputed domain name for the purpose of disrupting the business of the Complainant. The Respondent has not provided any evidence of bona fide use of, or demonstratable preparations to use, the disputed domain name in connection with any legitimate offering of goods or services, but rather is using it to fraudulently communicate with the Complainant's associates for wrongful profit.

The Respondent has not provided any evidence of bona fide use of, or demonstratable preparations to use, the disputed domain name in connection with any legitimate offering of goods or services as the domain was solely being used to confuse potential customers of Complainant's company.

The Complainant has not licensed nor allowed the Respondent to use the CSI LEASING trademark for any purpose. The Complainant is unaware of any registered trademarks using the terms "csi leasing" owned by the Respondent, and the domain name was registered primarily for the purpose of deceiving Complainant's customers, thereby tarnishing the reputation of Complainant's company. Thus, Respondent is demonstrating a complete lack of legitimate interest or rights in the disputed domain name.

In view of the foregoing, it has to be concluded that it is without right or legitimate interest that the Respondent registered the disputed domain name. By registering the disputed domain name, the Respondent seeks to take advantage of the Complainant's registered prior rights.

In the circumstances, the Panel finds that the Respondent does not have any rights or legitimate interests in respect of the disputed domain name and finds the second element of the Policy has been established.

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.

In the present case, the Panel notes that the Respondent fraudulently used the disputed domain name, to confuse Complainant's partners who associate the CSI LEASING brand and corporate name with Complainant's services, evidently for ill-gotten gains through spear-phishing tactics.

Moreover, the disputed domain name is deliberately being used to create confusion with the Complainant's trademark CSI LEASING and is preventing the Complainant from reflecting their trademark in the disputed domain name. The disputed domain name misleads the Complainant's customers into believing the disputed domain name is controlled by the Complainant and not a malicious third-party, thereby disrupting Complainant's business and profiting from Complainant's reputation and client relationships.

Panels have held that the use of a domain name for illegal activity constitutes bad faith. [WIPO Overview 3.0](#), section 3.4. Having reviewed the record, the Panel finds the Respondent's registration and use of the disputed domain name constitutes bad faith under the Policy.

The Panel finds that the Complainant has established the third 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 <csileasiing.com> be transferred to the Complainant.

/José Pio Tamassia Santos/

José Pio Tamassia Santos

Sole Panelist

Date: July 31, 2025