

ADMINISTRATIVE PANEL DECISION

Roy Alessi v. Erika vonGraevenitz

Case No. D2026-0251

1. The Parties

The Complainant is Roy Alessi, United States of America (“United States”), self-represented.

The Respondent is Erika vonGraevenitz, United States, represented by Garfunkel Wild, P.C., United States.

2. The Domain Name and Registrar

The disputed domain name <loveinfoocus.wedding> is registered with Tucows Domains Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on January 21, 2026. On January 22, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On January 22, 2026, the Registrar transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details. The Complainant filed an amended Complaint on January 27, 2026, and filed further amendments to the Complaint on January 28 and 29, 2026.

The Center verified that the Complaint together with the amended Complaint and amendments 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.

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceeding commenced on January 30, 2026. In accordance with the Rules, paragraph 5, the due date for Response was February 19, 2026. On February 17, 2026, the Respondent requested an extension under paragraph 5(b) of the Rules, which the Center granted on February 17, 2026, setting the due date for Response as February 23, 2026. The Response was filed with the Center on February 23, 2026.

On February 24, 2026, the Complainant submitted an unsolicited supplemental filing.

The Center appointed David H. Bernstein as the sole panelist in this matter on February 26, 2026. 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 operates a wedding photography and videography business that serves New England and Upstate New York. The Complainant asserts that he adopted the trademark LOVE IN FOCUS in February 2023. The Complainant registered the domain name <loveinfocus.studio> on February 11, 2023. In the Complainant's supplemental submission, the Complainant indicated that, on October 26, 2023, he first used the mark LOVE IN FOCUS in New York in connection with the execution of a contract for a wedding to be held in Peru, New York on July 13, 2024. The Complainant filed an application to register the mark LOVE IN FOCUS with the United States Patent and Trademark Office ("USPTO") on October 28, 2025, claiming first use and first use in commerce as early as February 1, 2023. As of the date of this decision, that application is pending and has not yet been examined.

The Respondent operates a wedding photography and videography business based in the Hudson Valley, New York under the same name, LOVE IN FOCUS. The Respondent appears to service clients in New York and Connecticut. The Respondent registered the disputed domain name <loveinfocus.wedding> on December 15, 2023, and filed an assumed name certificate with the New York Department of State for the name "Love in Focus" on January 4, 2024. The Respondent asserts she began actively using LOVE IN FOCUS in connection with her business at least as early as August 10, 2024.

The Complainant sent the Respondent a cease and desist letter dated November 3, 2025. The letter was delivered to the Respondent on December 12, 2025. There is no indication in the record of any response to that letter.

5. Parties' Contentions

A. Complainant

The Complainant contends that he has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

First, the Complainant asserts he has established common law trademark rights in the mark LOVE IN FOCUS through use in commerce starting in February 2023. The Complainant contends that the disputed domain name is identical to that mark.

Second, the Complainant alleges that the Respondent has no rights or legitimate interests in the disputed domain name. The Complainant avers that the "Respondent is not commonly known by the LOVE IN FOCUS name independent of Complainant's prior use and holds no trademark rights in the mark. Respondent's use is not a bona fide offering [...] because it trades on the identical mark for identical services in an overlapping geographic market."

Third, the Complainant alleges that the Respondent registered and is using the disputed domain name in bad faith. In support of these allegations, the Complainant asserts that: (1) the Respondent registered the disputed domain name in December 2023 and used it for similar services to that of the Complainant after the Complainant had established rights in the LOVE IN FOCUS mark; and (2) the Respondent uses the disputed domain name to intentionally attract Internet users for commercial gain by creating a likelihood of confusion with the Complainant's trademark. The Complainant also contends that actual confusion has occurred in the form of (1) a client leaving a review for the Complainant's services under the Respondent's profile on The Knot, a wedding planning and marketplace website; and (2) a client communication indicating intent to leave a review for the Complainant's services on The Knot.

B. Respondent

The Respondent contends that the Complainant has not satisfied any of the three of the elements required under the Policy for a transfer of the disputed domain name.

First, in the Response submitted prior to the Complainant's supplemental submission, the Respondent argued that the Complainant failed to establish trademark rights in the mark LOVE IN FOCUS, particularly with respect to any rights extending into New York State. The Respondent contended that the Complainant lacks any federal trademark registration and, based on a review of the Complainant's website and the Internet Wayback Machine, that the Complainant's "core identity and operations remain tied to New England," and that the Complainant did not use his mark in New York State until "sometime after July 19, 2025, well after the Respondent's established use in New York beginning at least as early as August 10, 2024."¹

Second, the Respondent asserted that she has demonstrated rights and legitimate interests in the disputed domain name because she registered and used the disputed domain name in connection with a bona fide offering of wedding photography and videography services before the Respondent received any notice of this dispute and before the Complainant's expansion into New York State. The Respondent also contended that she "took concrete steps to formalize [her] genuine business operations under the name 'Love in Focus' in New York State shortly after domain registration," thereby demonstrating her legitimate intent to make a bona fide offering of services "without any reference to or awareness of the Complainant's mark at that time." Finally, the Respondent asserted that she has been commonly known by the disputed domain name since its registration and use.

Third, the Respondent asserted that she registered the disputed domain name more than 20 months before the Complainant had any presence or rights in New York State - which the Respondent alleges occurred in July 2025 - and more than two years before the Complainant filed his trademark application. The Respondent also contended that there is no bad faith because: (1) the disputed domain name was not registered for the purpose of selling, renting, or transferring it to the Complainant (or anyone else) for profit in excess of out-of-pocket costs; (2) the Respondent has not engaged in any pattern of registering domains to prevent trademark owners from reflecting their marks; (3) the Parties were not competitors in the same geographic market at the time of registration or early use; and (4) there was no intent to attract Internet users by creating a likelihood of confusion with the Complainant's mark when the Respondent was operating her own legitimate business before the Complainant entered New York State. The Respondent expressly denied having been aware of the Complainant's use of the LOVE IN FOCUS trademark at the time that she adopted the same name.

The Respondent requests the Panel to make a finding of Reverse Domain Name Hijacking.

¹ In response to these arguments, on February 24, 2026, the Complainant submitted a supplemental submission that included an October 26, 2023, contract for a wedding to be held in Peru, New York on July 13, 2024. Because the Complainant may not have anticipated this argument from the Respondent, the Panel accepts the Complainant's supplemental submission. See generally WIPO Overview of WIPO Panel Views on Select UDRP Questions ("[WIPO Overview 3.1](#)"), section 4.6. This contract supports the Complainant's assertion that he did in fact use the LOVE IN FOCUS in Upstate New York prior to the Respondent's first use of the LOVE IN FOCUS mark in the Hudson Valley region of New York (which is about 180 miles south of Peru, New York). Given that this evidence undermines a portion of the Respondent's argument, the Panel would ordinarily have given the Respondent an opportunity to submit a supplemental submission in response. *Id.*; see also Rules, paragraph 10(b) ("In all cases, the Panel shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.") However, the Respondent did not request leave to file a supplemental submission and, since there likely is nothing that the Respondent could have said on this topic that would have changed the outcome of this proceeding, the Panel elected to proceed directly to decision rather than request a supplemental submission from the Respondent, which would have delayed the resolution of this matter. See Rules, paragraph 10(a)-(c) ("The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules. [...] The Panel shall ensure that the administrative proceeding takes place with due expedition.")

6. Discussion and Findings

Paragraph 4(a) of the Policy provides that, to obtain transfer of a domain name, a complainant must prove each of the following:

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

A. Identical or Confusingly Similar

Because the Complainant's trademark application is still pending, that application does not provide any evidence of trademark rights. [WIPO Overview 3.1](#), section 1.1.4. Nevertheless, the Complainant has established common law trademark rights through evidence of use of the mark LOVE IN FOCUS in commerce as a source identifier of the Complainant's services since at least February 2023. See [WIPO Overview 3.1](#), section 1.3.

The disputed domain name reproduces the LOVE IN FOCUS mark in its entirety. The applicable Top Level Domain ("TLD") in the domain name is viewed as a standard registration requirement and as such is disregarded under the first element confusing similarity test. [WIPO Overview 3.1](#), section 1.11. The Complainant has therefore established that the disputed domain name is identical to his common law trademark.

Accordingly, the Panel finds that the Complainant has established the first element of the Policy.

B. Rights or Legitimate Interests

Under paragraph 4(c) of the Policy, a respondent may demonstrate rights or legitimate interests in the disputed domain name by showing that, before any notice of the dispute, the respondent used or made demonstrable preparations to use the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services. [WIPO Overview 3.1](#), section 2.1. A use cannot be deemed bona fide, though, if the use at issue constitutes trademark infringement. *Nara Aziza Smith v. Vanessa Clarke*, WIPO Case No. [D2025-1839](#) ("an infringing use cannot be bona fide"); *On AG, On Clouds GmbH v. Nguyen Luu, Withheld for Privacy Purposes, Privacy service provided by Withheld for Privacy ehf, Vuong Hoang, AN NGUYEN, NEO CORP., and Ngoc Tam Nguyen*, WIPO Case No. [D2021-1714](#) ("a use cannot be deemed bona fide if the disputed domain names constitute trademark infringement").

Here, the Respondent clearly was using the LOVE IN FOCUS trademark for an offering of wedding photography and videography services prior to any notice of the dispute. Whether that use was infringing raises a close question. That question is made more difficult in this case given that the Parties each rely solely on common law rights (which are limited to the geographic areas in which the marks were used), and that the Parties have not provided detailed information on the timing and geographic scope of their respective services. *Cf. Spartan Food Systems, Inc. v. HFS Corp.*, 813 F.2d 1279, 1284 (4th Cir. 1987) (no likelihood of confusion between restaurants operating in southern Virginia and northern Virginia where "the market areas [...] are distinct and geographically separate").

The Parties appear to offer competing services in markets that at least border each other and may overlap. Both Parties, for example, appear to offer their services in Connecticut, though it is not clear from the record who offered their services in the state first, and whether they offer their services in the same geographic areas, at the same price points, to the same class of consumers, and for the same types of weddings. Both Parties also offer services in New York State, though the evidence submitted suggests that the Parties may operate in different geographic areas of New York State (since the Respondent appears to work in the Hudson Valley, which is about 180 miles south of the Upstate New York area where the Complainant has submitted evidence that he does business).

Whether the Respondent's adoption of the same mark for the same services in these geographic areas constitutes trademark infringement is not clear. In the Complainant's favor are the facts that the marks are identical, that the services are broadly identical, that the Parties' websites look similar (which may be a function of the nature of their services and of the stock websites available for wedding photography services), and that there has been at least one incident that appears to reflect actual confusion. Less clear is not only whether there is geographic overlap (as discussed above), but also whether the Parties market their services to similar customers, and whether the customers are sophisticated enough to understand that the two businesses are unrelated even though they use the same name. In the Respondent's column are that the Complainant's mark is weak ("Love in Focus" is a natural name for wedding photographers who take focused pictures of love at weddings) and that the Respondent appears to have adopted the mark in good faith, without any knowledge of the Complainant's competing mark.

Ultimately, the burden of proof in a UDRP proceeding is on the Complainant, so the Panel must consider the evidence submitted by the Complainant, and the corresponding evidence submitted by the Respondent, to evaluate whether the Complainant has proven trademark infringement by a preponderance of the evidence. A careful review of the Complaint shows that most of the Complainant's relevant allegations are conclusory and are unsupported by factual evidence. Those include:

- the "Respondent has no rights or legitimate interests in the disputed domain name";
- the "Respondent is not commonly known by the LOVE IN FOCUS name independent of Complainant's prior use and holds no trademark rights in the mark";
- the "Respondent's use is not a bona fide offering under Policy paragraph 4(c) because it trades on the identical mark for identical services in an overlapping geographic market";
- the "Respondent registered and is using the disputed domain name in bad faith"; and
- the "Respondent uses the disputed domain name to intentionally attract Internet users for commercial gain by creating a likelihood of confusion with Complainant's mark, including through overlapping service areas."

These conclusory allegations are not sufficient to carry the Complainant's burden of proving by a preponderance of the evidence that the Respondent's use of the LOVE IN FOCUS mark in her geographic area of business is infringing the Complainant's prior rights. Thus, for purposes solely of this proceeding, the Panel cannot find that the Complainant has established that the Respondent's use of this mark constitutes trademark infringement. Whether the Complainant may be able to make such a showing on a more fulsome record, or whether infringement might occur in the future as the Parties expand their offerings or the geographic areas of their services, are questions that this Panel cannot answer on this record.

Accordingly, the Panel finds that the Complainant has failed to establish the second element of the Policy.

C. Registered and Used in Bad Faith

Even if the Complainant had established that the Respondent's use was not bona fide because it was likely an infringing use, the Panel still would rule for the Respondent because the Complainant has not established bad faith registration and use. As noted above, the trademark is a weak one - it is a clever but natural name for a wedding photography business. Indeed, the Panel's independent Internet searching suggests that at least one other wedding photographer was similarly so inspired. See "www.loveinfofocusphoto.com". Furthermore, the Respondent has stated in her certified Response that she selected this name as part of her "legitimate intent to conduct a bona fide enterprise in the wedding photography sector without any reference to or awareness of the Complainant's mark at that time." The Complainant has not submitted any evidence that contradicts this assertion, such as evidence of how renowned his mark was in 2023 and 2024 such that the Respondent must have been aware of it. See generally [WIPO Overview 3.1](#), section 3.2.1.

The Panel finds the Respondent's assertions credible. In a striking coincidence, it appears that two photographers in neighboring states both came up with the same name for their businesses, and started making plans to use those names within months of each other. Because it appears on this record that the Respondent adopted the name innocently, and without any knowledge of the Complainant or intent to trade on the Complainant's reputation, the registration of the disputed domain name cannot have been in bad faith.

See *Premium Blend, Inc. v. Michael Eymmer*, WIPO Case No. [D2025-3012](#) (“This is not a case where the Respondent’s only plausible motive in choosing the disputed domain name was to trade on the goodwill of the Complainant’s mark. [...] Rather, this appears to be a case in which two parties, both offering products at the intersection of cannabis and wine, selected similar marks with descriptive elements during a roughly similar time period. It is true that the Complainant has priority from a trademark law perspective, but the Complainant has not shown that the Respondent knew about the Complainant or its mark, and targeted that mark in his registration of the disputed domain name. The Panel thus credits the Respondent’s assertion that he selected the disputed domain name to describe his business, without knowledge of the Complainant’s marks, and without any intent ‘to take advantage of Complainant’s marks and customer base.’”)

For similar reasons, the Panel declines to find bad faith use. It is true that confusion appears to have developed, but that appears to be the natural result of the Parties’ use of identical names for identical services in neighboring or overlapping jurisdictions. The Complainant has not submitted specific evidence that the Respondent has taken any steps to deliberately cause confusion, or has otherwise acted in bad faith. The Respondent’s refusal to change her name once confusion developed, and her decision not to respond to the Complainant’s demand letter, do not constitute bad faith use when the Respondent reasonably believed that she had the right to adopt and use this name for her business.

Accordingly, the Panel finds that the Complainant has not established the third element of the Policy.

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 3.1](#), section 4.16.

In this case, the Respondent makes a specific request for a finding of Reverse Domain Name Hijacking. The Panel declines to enter such a finding. Although the Complainant failed to establish his case, the Complaint was not so weak that success was impossible. To the contrary, the Complainant clearly did adopt this name before the Respondent did, and experienced at least one incident of actual confusion.

Moreover, a finding of Reverse Domain Name Hijacking is an equitable remedy, and it should not be awarded when the respondent has acted in the proceeding in ways that are inequitable. *Id.*; see also *WE-EF LEUCHTEN GmbH v. wang yajun*, WIPO Case No. [D2025-1723](#). Here, the Respondent aggressively asserted that the Complainant did not use its mark in New York State, which proved to be incorrect. And yet, after the Complainant submitted evidence of his use of the LOVE IN FOCUS mark in New York State prior to the Respondent’s first use of the mark, the Respondent did nothing to correct the record. Moreover, the Respondent made arguments that find no support whatsoever in the Policy, such as arguing that the Complainant had no trademark rights for purposes of the first factor since the Respondent used the mark in New York State prior to the Complainant. That argument reflects a misunderstanding of the relevant UDRP standard, which looks at whether the Complainant has trademark rights at the time of the Complaint for purposes of the first factor, and not whether the Complainant has trademark rights that are superior to the Respondent’s.

Accordingly, the Panel finds that the Complaint was not brought in bad faith and does not constitute an attempt at Reverse Domain Name Hijacking.

7. Decision

For the foregoing reasons, the Complaint is denied. The Panel also finds that the Complainant was not brought in bad faith and does not constitute an attempt at Reverse Domain Name Hijacking.

/David H. Bernstein/

David H. Bernstein

Sole Panelist

Date: March 12, 2026