

ADMINISTRATIVE PANEL DECISION

Empower Annuity Insurance Company of America v. Tina Wing,
Name Redacted

Case No. D2026-0344

1. The Parties

The Complainant is Empower Annuity Insurance Company of America, United States of America (the “United States”), represented by Polsinelli PC, United States.

The Respondents are Tina Wing, United States, and Name Redacted,¹ United States.

2. The Domain Names and Registrar

The disputed domain names <cleemp0wer.shop>, <cyoemp0wer.qpon>, <eamp0werr.shop>, <eanp0wer.shop>, <e-apower.cyou>, <e-apower.qpon>, <ebnp0wer.shop>, <ecnp0wer.shop>, <ednp0wer.shop>, <eemp0werr.shop>, <eenp0wer.shop>, <efnp0wer.shop>, <egmp0werr.shop>, <egnp0wer.shop>, <ehmp0werr.shop>, <ehnp0wer.shop>, <eimp0werr.shop>, <einp0wer.shop>, <ejnp0wer.shop>, <eknp0wer.shop>, <elnp0wer.shop>, <emcp0werr.shop>, <emdp0werr.shop>, <emfp0werr.shop>, <emgp0werr.shop>, <emg0wer.shop>, <emip0werr.shop>, <emjp0werr.shop>, <emkp0werr.shop>, <emnp0werr.shop>, <emop0werr.shop>, <empawere.qpon>, <empa0werr.shop>, <embvwo-wer.shop>, <em-pbytyower.qpon>, <empb0werr.shop>, <empc0werr.shop>, <empd0werr.shop>, <empe0werr.shop>, <empf0werr.shop>, <empg0werr.shop>, <emph0werr.shop>, <empi0werr.shop>, <empj0werr.shop>, <em-pksujower.shop>, <empk0werr.shop>, <empl0werr.shop>, <empl0wer.shop>, <empmdjesower.shop>, <empmeususower.shop>, <empm0werr.shop>, <empncueeower.shop>, <empnnsheower.shop>, <empnyeho-wer.qpon>, <em-pnyyoower.shop>, <empn0werr.shop>, <empobcyew-er.qpon>, <emp-obyrsver.shop>, <empo-eer.cyou>, <empo-eer.qpon>, <emp-oerxudwer.qpon>, <empoewso-wer.shop>, <empo-fer.cyou>, <empo-fer.qpon>, <empo-ger.cyou>, <empo-ger.qpon>, <emp-oloowwer.shop>, <emp-olpqswer.qpon>, <e-mpomujsver.qpon>, <emponsyew-er.qpon>, <e-mpooiejhwer.qpon>, <e-mpoolsjwer.shop>, <empopxyew-er.shop>, <empoqsjewer.shop>, <e-mpothhewer.shop>, <e-mpoushewer.shop>, <empovbyesver.shop>, <emp-ovyysver.qpon>.

¹ The Respondent appears to have used the name of a third party when registering the disputed domain names. In light of the potential identity theft, the Panel has redacted the Respondent’s name from this decision. However, the Panel has attached as Annex 1 to this decision an instruction to the Registrar regarding transfer of the disputed domain names, which includes the name of the Respondent. The Panel has authorized the Center to transmit Annex 1 to the Registrar as part of the order in this proceeding, and has indicated Annex 1 to this decision shall not be published due to the exceptional circumstances of this case. See *Banco Bradesco S.A. v. FAST-12785241 Attn. Bradescourgente.net / Name Redacted*, WIPO Case No. [D2009-1788](#).

<empo-waer.cyou>, <emp-owaer.qpon>, <empo-waer.qpon>, <emp-owber.cyou>, <emp-owber.qpon>, <emp-owcer.cyou>, <emp-owcer.qpon>, <empowe-d.cyou>, <empowe-d.qpon>, <empowe-e.cyou>, <empowe-e.qpon>, <empowe-f.cyou>, <empowe-f.qpon>, <empowe-g.cyou>, <empowe-g.qpon>, <e.mpowera.click>, <e-mpowerad.click>, <e-mpowerae.click>, <e-mpoweraf.click>, <e-mpowerag.click>, <e-mpowerah.click>, <e-mpowerai.click>, <e-mpoweraj.click>, <e-mpowerak.click>, <e-mpoweral.click>, <e-mpowerb.click>, <e-mpowerd.click>, <empoweres.qpon>, <empowersuejs.shop>, <e-mpowert.click>, <empowerworkplacea.click>, <empowerworkplacea.cyou>, <empowerworkplacea.help>, <empowerworkplacea.icu>, <empowerworkplaceal.click>, <empowerworkplaceam.click>, <empowerworkplacean.click>, <empowerworkplaceao.click>, <empowerworkplaceap.click>, <empowerworkplaceaq.click>, <empowerworkplacea.qpon>, <empowerworkplacear.click>, <empowerworkplaceas.click>, <empowerworkplacea.shop>, <empowerworkplaceat.click>, <empowerworkplaceau.click>, <empowerworkplaceb.click>, <empowerworkplaceb.cyou>, <empowerworkplaceb.help>, <empowerworkplaceb.icu>, <empowerworkplaceb.qpon>, <empowerworkplaceb.shop>, <empowerworkplacec.click>, <empowerworkplacec.cyou>, <empowerworkplacec.help>, <empowerworkplacec.icu>, <empowerworkplace.click>, <empowerworkplacec.qpon>, <empowerworkplacec.shop>, <empowerworkplace.cyou>, <empowerworkplaced.click>, <empowerworkplaced.cyou>, <empowerworkplaced.help>, <empowerworkplaced.icu>, <empowerworkplaced.qpon>, <empowerworkplaced.shop>, <empowerworkplacee.bond>, <empowerworkplacee.click>, <empowerworkplacee.cyou>, <empowerworkplacee.help>, <empowerworkplacee.icu>, <empowerworkplacee.qpon>, <empowerworkplacee.sbs>, <empowerworkplacee.shop>, <empowerworkplacef.bond>, <empowerworkplacef.click>, <empowerworkplacef.cyou>, <empowerworkplacef.help>, <empowerworkplacef.icu>, <empowerworkplacef.sbs>, <empowerworkplacef.shop>, <empowerworkplacef.top>, <empowerworkplaceg.bond>, <empowerworkplaceg.click>, <empowerworkplaceg.cyou>, <empowerworkplaceg.help>, <empowerworkplaceg.icu>, <empowerworkplaceg.qpon>, <empowerworkplaceg.shop>, <empowerworkplaceg.top>, <empowerworkplaceh.bond>, <empowerworkplaceh.click>, <empowerworkplaceh.cyou>, <empowerworkplace.help>, <empowerworkplaceh.help>, <empowerworkplaceh.icu>, <empowerworkplaceh.qpon>, <empowerworkplaceh.sbs>, <empowerworkplaceh.shop>, <empowerworkplaceh.top>, <empowerworkplace.icu>, <empowerworkplacei.cyou>, <empowerworkplacei.help>, <empowerworkplacei.shop>, <empowerworkplacej.bond>, <empowerworkplacej.cyou>, <empowerworkplacej.qpon>, <empowerworkplacej.sbs>, <empowerworkplacej.shop>, <empowerworkplacej.top>, <empowerworkplacek.click>, <empowerworkplacek.qpon>, <empowerworkplacek.sbs>, <empowerworkplacek.shop>, <empowerworkplacel.bond>, <empowerworkplacel.click>, <empowerworkplacel.cv>, <empowerworkplacel.cyou>, <empowerworkplacel.sbs>, <empowerworkplacel.shop>, <empowerworkplacel.top>, <empowerworkplace.qpon>, <empowerworkplace.shop>, <empowerworkplacev.click>, <empowerworkplacew.click>, <empowerworkplacex.click>, <empowerworkplacez.click>, <emp-ozesjhwer.qpon>, <emp0werr.shop>, <emp-ppkkeower.qpon>, <empp0werr.shop>, <empq0werr.shop>, <empr0werr.shop>, <emps0werr.shop>, <emps0wer.shop>, <empt0werr.shop>, <empt0wer.shop>, <empu0werr.shop>, <empveuywuower.qpon>, <empv0werr.shop>, <empw0werr.shop>, <empx0werr.shop>, <empy0werr.shop>, <empz0werr.shop>, <emp0ae.shop>, <emp0ar.shop>, <emp0be.shop>, <emp0br.shop>, <emp0cr.shop>, <emp0dr.shop>, <emp0dwerr.shop>, <emp0er.shop>, <emp0ewer.shop>, <emp0fr.shop>, <emp0kr.shop>, <emp0kwer.shop>, <emp0lr.shop>, <emp0mr.shop>, <emp0nr.shop>, <emp0or.shop>, <emp0owerr.shop>, <emp0owiuber.qpon>, <emp0owluser.qpon>, <emp0owmeyr.shop>, <emp0owrerse.qpon>, <emp0pr.shop>, <emp0qr.shop>, <emp0qwerr.shop>, <emp0rr.shop>, <emp0sr.shop>, <emp0-tnxuawer.cyou>, <emp0tr.shop>, <emp0twerr.shop>, <emp0ur.shop>, <emp0vr.shop>, <emp0vwerr.shop>, <emp0waerr.shop>, <emp0wa.shop>, <emp0wayrrb.com>, <emp0wayrrs.com>, <emp0wb.shop>, <emp0wcerr.shop>, <emp0wc.shop>, <emp0wd.shop>, <emp0wea.shop>, <emp0webrr.shop>, <emp0wecrr.shop>, <emp0wedrr.cyou>, <emp0wedrr.shop>, <emp0wejrr.shop>, <emp0wemrr.shop>, <emp0we.qpon>, <emp0werhgn.cyou>, <emp0werjhs.com>, <emp0werkts.shop>, <emp0werlus.cyou>, <emp0wermwncyou>, <emp0wernjq.qpon>, <emp0werodd.shop>, <emp0werpke.cyou>, <emp0werrmz.qpon>, <emp0wer.shop>, <emp0wertlo.shop>, <emp0werude.shop>, <emp0weur.shop>, <emp0wferr.shop>, <emp0wf.shop>, <emp0wgerr.shop>, <emp0wg.shop>, <emp0wier.shop>

<emp0wi.shop>, <emp0wj.shop>, <emp0wkerr.shop>, <emp0wk.shop>, <emp0wl.shop>, <emp0wmerr.shop>, <emp0wmjhser.com>, <emp0wmjyer.com>, <emp0wm.shop>, <emp0wnerr.shop>, <emp0wn.shop>, <emp0woerr.shop>, <emp0wo.shop>, <emp0wperr.shop>, <emp0wp.shop>, <emp0wqerr.shop>, <emp0wq.shop>, <emp0wrerr.shop>, <emp0wr.shop>, <emp0wsaar.com>, <emp0wserr.shop>, <emp0ws.shop>, <emp0wtterr.shop>, <emp0wt.shop>, <emp0wuerr.shop>, <emp0wuir.com>, <emp0wu.shop>, <emp0wverr.shop>, <emp0wv.shop>, <emp0ww.shop>, <emp0wxerr.shop>, <emp0wx.shop>, <emp0wyerr.shop>, <emp0wy.shop>, <emp0wzerr.shop>, <emp0wz.shop>, <emp0xr.shop>, <emp0xwerr.shop>, <emp0yr.shop>, <emp0ywerr.shop>, <emp0ywer.shop>, <emp0zr.shop>, <emp0zwerr.shop>, <emqoweer.com>, <emqower.com>, <emqp0werr.shop>, <emrp0werr.shop>, <emsp0werr.shop>, <ems0wer.shop>, <empt0werr.shop>, <emup0werr.shop>, <emvp0werr.shop>, <emv0wer.shop>, <emxp0werr.shop>, <emyp0werr.shop>, <emzp0werr.shop>, <enap0wer.shop>, <enbp0wer.shop>, <encp0wer.shop>, <endp0wer.shop>, <enep0wer.shop>, <enfp0wer.shop>, <engp0wer.shop>, <enhp0wer.shop>, <enip0wer.shop>, <enjp0wer.shop>, <enkp0wer.shop>, <enlp0wer.shop>, <enmp0werr.shop>, <enmp0wer.shop>, <ennp0wer.shop>, <enop0wer.shop>, <enpa0wer.shop>, <enpb0wer.shop>, <enpc0wer.shop>, <enpd0wer.shop>, <enpe0wer.shop>, <enpf0wer.shop>, <enpg0wer.shop>, <enph0wer.shop>, <enpi0wer.shop>, <enpj0wer.shop>, <enpk0wer.shop>, <enpl0wer.shop>, <enpm0wer.shop>, <enpn0wer.shop>, <enpo0wer.shop>, <enpp0wer.shop>, <enpq0wer.shop>, <enpr0wer.shop>, <enps0wer.shop>, <enpt0wer.shop>, <enpu0wer.shop>, <enpv0wer.shop>, <enpw0wer.shop>, <enpx0wer.shop>, <enpy0wer.shop>, <enzp0wer.shop>, <enp0awer.shop>, <enp0bwer.shop>, <enp0cwer.shop>, <enp0dwer.shop>, <enp0ewer.shop>, <enp0fwer.shop>, <enp0gwer.shop>, <enp0hwer.shop>, <enp0iwer.shop>, <enp0jwer.shop>, <enp0kwer.shop>, <enp0lwer.shop>, <enp0mwer.shop>, <enp0nwer.shop>, <enp0ower.shop>, <enp0pwer.shop>, <enp0qwer.shop>, <enp0rwer.shop>, <enp0swer.shop>, <enp0twer.shop>, <enp0uwer.shop>, <enp0vwer.shop>, <enp0waer.shop>, <enp0wber.shop>, <enp0wcer.shop>, <enp0wder.shop>, <enp0wear.shop>, <enp0webr.shop>, <enp0wecr.shop>, <enp0wedr.shop>, <enp0weer.shop>, <enp0wefr.shop>, <enp0wegr.shop>, <enp0wehr.shop>, <enp0weir.shop>, <enp0wejr.shop>, <enp0wekr.shop>, <enp0welr.shop>, <enp0wemr.shop>, <enp0wenr.shop>, <enp0weor.shop>, <enp0wepr.shop>, <enp0weqr.shop>, <enp0wera.shop>, <enp0werb.shop>, <enp0werc.shop>, <enp0werd.shop>, <enp0were.shop>, <enp0werf.shop>, <enp0werg.shop>, <enp0werh.shop>, <enp0weri.shop>, <enp0werj.shop>, <enp0werk.shop>, <enp0werl.shop>, <enp0werm.shop>, <enp0wern.shop>, <enp0wero.shop>, <enp0werp.shop>, <enp0werq.shop>, <enp0werr.shop>, <enp0wers.shop>, <enp0wert.shop>, <enp0weru.shop>, <enp0werv.shop>, <enp0werw.shop>, <enp0werx.shop>, <enp0wery.shop>, <enp0werz.shop>, <enp0wesr.shop>, <enp0wetr.shop>, <enp0weur.shop>, <enp0wevr.shop>, <enp0wewr.shop>, <enp0wexr.shop>, <enp0weyr.shop>, <enp0wezr.shop>, <enp0wfer.shop>, <enp0wger.shop>, <enp0wher.shop>, <enp0wier.shop>, <enp0wjer.shop>, <enp0wker.shop>, <enp0wler.shop>, <enp0wmer.shop>, <enp0wner.shop>, <enp0woer.shop>, <enp0wper.shop>, <enp0wqer.shop>, <enp0wrer.shop>, <enp0wser.shop>, <enp0wter.shop>, <enp0wuer.shop>, <enp0wver.shop>, <enp0wwer.shop>, <enp0wxer.shop>, <enp0wyer.shop>, <enp0wzer.shop>, <enp0xwer.shop>, <enp0ywer.shop>, <enp0zwer.shop>, <enqp0wer.shop>, <enrp0wer.shop>, <ensp0wer.shop>, <entp0wer.shop>, <enup0wer.shop>, <envp0wer.shop>, <enxp0wer.shop>, <enyp0wer.shop>, <enzp0wer.shop>, <eomp0werr.shop>, <eomp0wer.shop>, <epmp0werr.shop>, <epnp0wer.shop>, <eqmp0werr.shop>, <eqnp0wer.shop>, <ermp0werr.shop>, <ernp0wer.shop>, <esmp0werr.shop>, <esnp0wer.shop>, <etmp0werr.shop>, <etnp0wer.shop>, <eump0werr.shop>, <eunp0wer.shop>, <evmp0werr.shop>, <evnp0wer.shop>, <ewmp0werr.shop>, <ewnp0wer.shop>, <exmp0werr.shop>, <exnp0wer.shop>, <eymp0werr.shop>, <eynp0wer.shop>, <ezmp0werr.shop>, <eznp0wer.shop>, <hsdemp0wer.shop>, <jqoemp0wer.cyou>, <kbdemp0wer.qpon>, <klwemp0wer.qpon>, <lxuemp0wer.shop>, <ohgemp0wer.qpon>, <p-ewer.cyou>, <p-ewer.qpon>, <p-fwer.cyou>, <p-fwer.qpon>, <p-gwer.cyou>, <p-gwer.qpon>, <p-hwer.cyou>, <p-hwer.qpon>, <po-der.cyou>, <rlsemp0wer.shop>, and <sqwemp0wer.cyou> are registered with Gname.com Pte. Ltd. (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on January 27, 2026. On January 29, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain names. On January 30, 2026, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain names which differed from the named Respondent (Redacted for Privacy) and contact information in the Complaint.

The Center sent an email communications to the Complainant on February 4, 2026, with the registrant and contact information of nominally multiple underlying registrants revealed by the Registrar, requesting the Complainant to either file separate complaint(s) for the disputed domain names associated with different underlying registrants or alternatively, demonstrate that the underlying registrants are in fact the same entity and/or that all domain names are under common control. The Complainant filed an amended Complaint on February 9, 2026, adding two more disputed domain names it had discovered that appeared to fit the same pattern as the others included in the original Complaint.

On February 10, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the additional disputed domain names. On February 11, 2026, the Registrar transmitted by email to the Center its verification response confirming that the additional disputed domain names are registered by the Respondents.

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 February 17, 2026. In accordance with the Rules, paragraph 5, the due date for Response was March 9, 2026. A third party sent an email communication to the Center on March 1, 2026 claiming that the Respondent registered some disputed domain names using its name without authorization. However, the Respondents did not file any formal Response. Accordingly, the Center notified the commencement of panel appointment process on March 10, 2026

The Center appointed W. Scott Blackmer as the sole panelist in this matter on March 17, 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 is a financial services company organized as a corporation under the laws of the State of Colorado, United States and headquartered in Greenwood Village, Colorado, United States. The Complainant is in the business of providing financial and insurance services in the United States, including record-keeping, investment management, retirement plan administration, and related digital financial platforms. These include the Complainant's website at "www.empower.com" and linked social media accounts; another domain name, <empower-retirement.com>, redirects to the Complainant's website.

The Complainant reports that it has been providing financial and retirement services under the EMPOWER brand since 2014 and now has over USD 1.2 trillion in assets under administration for over 70,000 organizations, as well as working with third-party advisors, administrators, and consultants. According to the Complainant's website and media sources cited in Wikipedia, the Complainant was the second largest retirement plan provider in the United States as of December 2024.²

The Complainant holds trademark registrations for a number of EMPOWER-formative marks. These include the composite EMPOWER mark displayed on its website and social media accounts, United States Trademark Registration Number 5407837, registered on February 20, 2018, in international classes 35 and 36. This mark prominently features the word "EMPOWER" in capital letters under three wavy red lines.

The 537 disputed domain names in this proceeding were all registered with the same Registrar on just a few of the same days in 2025: September 3, 4, 5, 19, 22, 28, and 30; October 23; November 13, 14, 22, and 24; and December 17 and 20. 457 of the disputed domain names were registered in the name of the Respondent Tina Wing, listing no organization and giving a postal address in the State of Michigan, United States and an AOL contact email address with what appears to be a different individual's name. There has been no reply to communications from the Complainant or the Center using any of the provided contact details for the Respondent Tina Wing. The other 80 disputed domain names were registered in the name of an individual with a postal address in the State of North Carolina, United States. As recounted in Footnote 1, above, this individual's name has been redacted from the published Decision, as there is reason to believe that this individual is the victim of identity theft, and the individual has denied any interest in the disputed domain names.

The Complaint explains how the disputed domain names have been used as links in SMS and other text messages and emails sent to consumers that purport to originate from the Complainant, typically warning the consumer that "Empower Security" detected "multiple attempts to log into your account" and urging the recipient to click on a link to "block it" "if this was not you". This is reportedly part of a sophisticated phishing scam:

"Respondent tricked Complainant's customers into visiting websites at the Disputed Domain Names. The Disputed Domain Names operated in a multiple redirect manner, bouncing users through intermediary proxies that are believed to be used as part of the scheme to phish or defraud, before resolving to Complainant's well-known empower.com website, without Complainant's authorization or approval. Complainant's customers may then enter authentication credentials into Complainant's website, believing their connection to be secure and legitimate. However, through the use of reverse proxy services, Respondent engages in an attack known as session-hijacking, which permits Respondent to access Complainant's customers' accounts."

The disputed domain names are numerous, and no doubt many of them would fail to mislead an attentive Internet user viewing a computer screen, but particularly on the small screen of a mobile device a user may overlook typos or believe that these are "URL shorteners" that are commonly employed to help fit messages within SMS character limits. And there is a method to the composition of these multitudinous disputed domain names:

"Each of the Disputed Domain Names follow one of the following patterns: 'em-p*ower,' 'emp0*e,' 'emp0*r,' 'emp0*werr,' 'emp0ow*,' 'emp0w*,' 'emp0w*er,' 'emp0w*err,' 'emp0w*r,' 'emp0wayrr*,' 'emp0we*' 'emp0we*rr,' 'emp0wer*,' 'empo-*er,' 'empo*wer,' 'empo*w-er,' 'emp-o*wer,' 'e-mpo*wer,' 'empo w*er,' 'emp-ow*er,' 'empowe-*,' 'empower*,' 'e-mpower*,' 'empowerworkplace*,' 'en*p0wer,' 'enp*0wer,' 'enp0*wer,' 'enp0w*er,' 'enp0we*r,' 'enp0wer*,' 'p-*wer,' or 'po-*er' (the 'Disputed Patterns') with the asterisk replaced by one or more different letters, in combination with a generic Top-Level domain."

² Noting the general powers of a panel articulated in paragraphs 10 and 12 of the Rules, it is commonly accepted that a panel may undertake limited factual research into matters of public record, as the Panel has done in these proceedings. WIPO Overview of WIPO Panel Views on Select UDRP Questions (["WIPO Overview 3.1"](#)), section 4.8.

There is also a common method to their use, and the Respondent has employed it before. In 2025, the Complainant brought a UDRP complaint against the same Respondent Tina Wing involving 129 other domain names (registered with the same Registrar as in the current proceeding), which were found to be confusingly similar to the Complainant's EMPOWER marks. *Empower Annuity Insurance Company of America v. Tina Wing*, WIPO Case No. [D2025-3497](#) ("Empower I"). The panel in Empower I ordered the transfer of these domain names, which similarly imitated the Complainant's EMPOWER mark "by using hyphenation, letter transposition, or minor misspellings". These domain names also were sent as links in SMS or other text messages to consumers, falsely appearing to originate from the Complainant's security department and warning of unauthorized access to the recipient's account. As in the current proceeding, these links reportedly led to websites seeking the consumers' login credentials as part of a large phishing operation targeting the Complainant's account holders.

5. Parties' Contentions

A. Complainant

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

Notably, the Complainant contends that the disputed domain names are all confusingly similar to its registered EMPOWER mark, following patterns of deceptive typosquatting as described above and in some cases adding the generic suffix "workplace" that enhances confusion because it appears to be relevant to the Complainant, a retirement benefits provider.

The Complainant asserts that the Respondent has no rights or legitimate interests in the disputed domain names, which are chosen simply to masquerade as affiliated with the Complainant and used to for illicit gain. "When Respondent redirects traffic through intermediary proxies, Respondent is making a non-legitimate use of the Disputed Domain Names, misleadingly diverting consumers from the Complainant's official website for purposes of harvesting information and facilitating efforts to phish and defraud."

B. Respondent

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

6. Discussion and Findings

6a. Preliminary Matter: Consolidation, Multiple Respondents

The amended Complaint was filed in relation to nominally different domain name registrants, "Tina Wang", who did not respond to any attempted communications, and another individual who denies any knowledge of the disputed domain names. It is entirely possible that both are the victims of identity theft with respect to the registration of the respective domain names. The Complainant alleges that the actual domain name registrants are the same entity or mere alter egos of each other, or under common control. The Complainant requests the consolidation of the Complaint against the multiple disputed domain name registrants pursuant to paragraph 10(e) of the Rules.

The disputed domain name registrants did not comment on the Complainant's request.

Paragraph 3(c) of the Rules states that a complaint may relate to more than one domain name, provided that the domain names are registered by the same domain name holder.

In addressing the Complainant's request, the Panel will consider whether (i) the disputed domain names or corresponding websites are subject to common control; and (ii) the consolidation would be fair and equitable to all Parties. See WIPO Overview of WIPO Panel Views on Select UDRP Questions (["WIPO Overview 3.1"](#)), section 4.11.2.

As regards common control, the Panel refers to the facts described above concerning the common patterns in the composition of the disputed domain names, the registration of hundreds of similar disputed domain names with the same Registrar over the course of a few specific days in a short span of time, and their use in precisely the same way as part of a relatively complex fraudulent phishing scheme using session-hijacking to target account-holders of one of the largest retirement plan providers in the United States. These lead to the conclusion that whoever is behind the registration and use of the disputed domain names exercises common control over them.

As regards fairness and equity, the Panel sees no reason why consolidation of the disputes would be unfair or inequitable to any Party. The majority of the disputed domain names were registered in the name of "Tina Wang", who has not replied to any communications regarding this proceeding. The minority of the disputed domain names were registered in the name of a person who disclaims any interest in the proceeding.

Accordingly, the Panel decides to consolidate the disputes regarding the nominally different disputed domain name registrants (referred to hereafter as "the Respondent") in a single proceeding.

6b. Substantive Issues

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 3.1](#), section 1.7.

The Complainant has shown rights in respect of a trademark or service mark, the composite EMPOWER mark in which the textual element "empower" is prominent, for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.2.1.

The Panel finds the mark is recognizable within each of the disputed domain names, as described in the patterns discussed above. Accordingly, the disputed domain names are confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.1](#), sections 1.7, and 1.9.

Although the addition of other terms (such as "workplace" here) may bear on assessment of the second and third elements, the Panel finds the addition of such term does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.8.

The Panel finds 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 that 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 3.1](#), section 2.1.

Having reviewed the available record, the Panel finds the Complainant has established a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain names. The Respondent has not rebutted the Complainant's prima facie showing and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the disputed domain names such as those enumerated in the Policy or otherwise. There is no indication that the Respondent is known by a corresponding name or conducts a bona fide business using the disputed domain names. To the contrary, the evidence points to the use of the disputed domain names in connection with a well-orchestrated phishing and fraud scheme targeting the Complainant's account holders.

Panels have held that the use of a domain name for illegitimate or illegal activity (here claimed to involve phishing and identity theft, with the disputed domain names used as links in messages impersonating alerts from the Complainant to facilitate unauthorized account access) can never confer rights or legitimate interests on a respondent. [WIPO Overview 3.1](#), section 2.13.1.

The Panel 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 was clearly aware of and targeted the Complainant and its EMPOWER mark, organizing an elaborate scheme of deceptive messaging with links, proxy servers, and redirects in an attempt to cull login credentials from the Complainant's account holders, potentially defrauding them of their savings. This activity fits the example of bad faith given in the Policy, paragraph 4(b)(iv) (intentionally attempting to attract Internet users for commercial gain by creating a likelihood of confusion with the Complainant's mark).

Panels also have held that the use of a domain name for illegitimate or illegal activity such as the phishing scheme described above constitutes bad faith. [WIPO Overview 3.1](#), 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 names <cleemp0wer.shop>, <cyoemp0wer.qpon>, <eamp0werr.shop>, <eanp0wer.shop>, <e-apower.cyou>, <e-apower.qpon>, <ebnp0wer.shop>, <ecnp0wer.shop>, <ednp0wer.shop>, <eemp0werr.shop>, <eenp0wer.shop>, <efnp0wer.shop>, <egmp0werr.shop>, <egnp0wer.shop>, <ehmp0werr.shop>, <ehnp0wer.shop>, <eimp0werr.shop>, <einp0wer.shop>, <ejnp0wer.shop>, <eknp0wer.shop>, <elnp0wer.shop>, <emcp0werr.shop>, <emdp0werr.shop>, <emfp0werr.shop>, <emgp0werr.shop>, <emg0wer.shop>, <emip0werr.shop>, <emjp0werr.shop>, <emkp0werr.shop>, <emnp0werr.shop>, <emop0werr.shop>, <empawere.qpon>, <empa0werr.shop>, <embvwo-wer.shop>, <em-pbytyower.qpon>, <empb0werr.shop>, <empc0werr.shop>, <empd0werr.shop>, <empe0werr.shop>, <empf0werr.shop>, <empg0werr.shop>, <emph0werr.shop>,

<empi0werr.shop>, <empj0werr.shop>, <em-pksujower.shop>, <empk0werr.shop>, <empl0werr.shop>, <empl0wer.shop>, <empmdjesower.shop>, <empmeuusower.shop>, <empm0werr.shop>, <empncueeower.shop>, <empnnsheower.shop>, <empnyeho-wer.qpon>, <em-pnyyoower.shop>, <empn0werr.shop>, <empobcyew-er.qpon>, <emp-obyyswer.shop>, <empo-eer.cyou>, <empo-eer.qpon>, <emp-oerxudwer.qpon>, <empoewso-wer.shop>, <empo-fer.cyou>, <empo-fer.qpon>, <empo-ger.cyou>, <empo-ger.qpon>, <emp-olooewwer.shop>, <emp-olpqswer.qpon>, <e-mpomujswer.qpon>, <emponsyew-er.qpon>, <e-mpooiejhwer.qpon>, <e-mpoolsjwer.shop>, <empopxyew-er.shop>, <empoqsjewer.shop>, <e-mpothhewer.shop>, <e-mpoushewer.shop>, <empovbyeswer.shop>, <emp-ovyyswer.qpon>, <empo-waer.cyou>, <emp-owaer.qpon>, <empo-waer.qpon>, <emp-owber.cyou>, <emp-owber.qpon>, <emp-owcer.cyou>, <emp-owcer.qpon>, <empowe-d.cyou>, <empowe-d.qpon>, <empowe-e.cyou>, <empowe-e.qpon>, <empowe-f.cyou>, <empowe-f.qpon>, <empowe-g.cyou>, <empowe-g.qpon>, <e-mpowera.click>, <e-mpowerad.click>, <e-mpowerae.click>, <e-mpoweraf.click>, <e-mpowerag.click>, <e-mpowerah.click>, <e-mpowerai.click>, <e-mpoweraj.click>, <e-mpowerak.click>, <e-mpoweral.click>, <e-mpowerb.click>, <e-mpowerd.click>, <empoweres.qpon>, <empowersuejs.shop>, <e-mpowert.click>, <empowerworkplacea.click>, <empowerworkplacea.cyou>, <empowerworkplacea.help>, <empowerworkplacea.icu>, <empowerworkplaceal.click>, <empowerworkplaceam.click>, <empowerworkplacean.click>, <empowerworkplaceao.click>, <empowerworkplaceap.click>, <empowerworkplaceaq.click>, <empowerworkplacea.qpon>, <empowerworkplacear.click>, <empowerworkplaceas.click>, <empowerworkplacea.shop>, <empowerworkplaceat.click>, <empowerworkplaceau.click>, <empowerworkplaceb.click>, <empowerworkplaceb.cyou>, <empowerworkplaceb.help>, <empowerworkplaceb.icu>, <empowerworkplaceb.qpon>, <empowerworkplaceb.shop>, <empowerworkplacec.click>, <empowerworkplacec.cyou>, <empowerworkplacec.help>, <empowerworkplacec.icu>, <empowerworkplace.click>, <empowerworkplacec.qpon>, <empowerworkplacec.shop>, <empowerworkplace.cyou>, <empowerworkplaced.click>, <empowerworkplaced.cyou>, <empowerworkplaced.help>, <empowerworkplaced.icu>, <empowerworkplaced.qpon>, <empowerworkplaced.shop>, <empowerworkplacee.bond>, <empowerworkplacee.click>, <empowerworkplacee.cyou>, <empowerworkplacee.help>, <empowerworkplacee.icu>, <empowerworkplacee.qpon>, <empowerworkplacee.sbs>, <empowerworkplacee.shop>, <empowerworkplacef.bond>, <empowerworkplacef.click>, <empowerworkplacef.cyou>, <empowerworkplacef.help>, <empowerworkplacef.icu>, <empowerworkplacef.sbs>, <empowerworkplacef.shop>, <empowerworkplacef.top>, <empowerworkplaceg.bond>, <empowerworkplaceg.click>, <empowerworkplaceg.cyou>, <empowerworkplaceg.help>, <empowerworkplaceg.icu>, <empowerworkplaceg.qpon>, <empowerworkplaceg.shop>, <empowerworkplaceg.top>, <empowerworkplaceh.bond>, <empowerworkplaceh.click>, <empowerworkplaceh.cyou>, <empowerworkplace.help>, <empowerworkplaceh.help>, <empowerworkplaceh.icu>, <empowerworkplaceh.qpon>, <empowerworkplaceh.sbs>, <empowerworkplaceh.shop>, <empowerworkplaceh.top>, <empowerworkplace.icu>, <empowerworkplacei.cyou>, <empowerworkplacei.help>, <empowerworkplacei.shop>, <empowerworkplacej.bond>, <empowerworkplacej.cyou>, <empowerworkplacej.qpon>, <empowerworkplacej.sbs>, <empowerworkplacej.shop>, <empowerworkplacej.top>, <empowerworkplacek.click>, <empowerworkplacek.qpon>, <empowerworkplacek.sbs>, <empowerworkplacek.shop>, <empowerworkplacel.bond>, <empowerworkplacel.click>, <empowerworkplacel.cv>, <empowerworkplacel.cyou>, <empowerworkplacel.sbs>, <empowerworkplacel.shop>, <empowerworkplacel.top>, <empowerworkplace.qpon>, <empowerworkplace.shop>, <empowerworkplacev.click>, <empowerworkplacew.click>, <empowerworkplacex.click>, <empowerworkplacez.click>, <emp-ozesjhwer.qpon>, <empo0werr.shop>, <em-ppkkeower.qpon>, <empp0werr.shop>, <empq0werr.shop>, <empr0werr.shop>, <emps0werr.shop>, <emps0wer.shop>, <empt0werr.shop>, <empt0wer.shop>, <empu0werr.shop>, <empveuywuower.qpon>, <empv0werr.shop>, <empw0werr.shop>, <empx0werr.shop>, <empy0werr.shop>, <empz0werr.shop>, <emp0ae.shop>, <emp0ar.shop>, <emp0be.shop>, <emp0br.shop>, <emp0cr.shop>, <emp0dr.shop>, <emp0dwerr.shop>, <emp0er.shop>, <emp0ewer.shop>, <emp0fr.shop>, <emp0kr.shop>, <emp0kwer.shop>, <emp0lr.shop>, <emp0mr.shop>, <emp0nr.shop>, <emp0or.shop>, <emp0owerr.shop>, <emp0owiuber.qpon>, <emp0owluser.qpon>, <emp0owmeyr.shop>, <emp0owrerse.qpon>, <emp0pr.shop>, <emp0qr.shop>, <emp0qwerr.shop>, <emp0rr.shop>, <emp0sr.shop>, <emp0-tnxuawer.cyou>, <emp0tr.shop>,

<klwemp0wer.qpon>, <lxuemp0wer.shop>, <ohgemp0wer.qpon>, <p-ewer.cyou>, <p-ewer.qpon>, <p-fwer.cyou>, <p-fwer.qpon>, <p-gwer.cyou>, <p-gwer.qpon>, <p-hwer.cyou>, <p-hwer.qpon>, <po-der.cyou>, <rlsemp0wer.shop>, and <sqwemp0wer.cyou> be transferred to the Complainant.

/W. Scott Blackmer/

W. Scott Blackmer

Sole Panelist

Date: March 25, 2026