ARBITRATION
AND
MEDIATION CENTER

WIPO
WORLD
INTELLECTUAL PROPERTY
ORGANIZATION

ADMINISTRATIVE PANEL DECISION
National Association of Latino Healthcare Executives, Inc. v.
Keith Watson, Iconic Orange
Case No. D2026-4249

1. The Parties

Complainant is National Association of Latino Healthcare Executives, Inc., United States of America ("United States"), represented by Husch Blackwell LLP, United States.

Respondent is Keith Watson, Iconic Orange, United States.

2. The Domain Name and Registrar

The disputed domain name <nalhe.org> (hereinafter the "Disputed Domain Name") 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 September 22, 2026. On September 22, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Disputed Domain Name. On September 23, 2026, 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 (GoDaddy.com, LLC) and contact information in the Complaint. The Center sent an email communication to Complainant on September 24, 2026, 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 September 29, 2026.

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 September 30, 2026. In accordance with the Rules, paragraph 5, the due date for Response was October 20, 2026. Respondent did not submit any response. Accordingly, the Center notified Respondent's default on October 26, 2026.

The Center appointed Lawrence K. Nodine as the sole panelist in this matter on November 2, 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

Complainant has used the term NALHE (hereinafter the "Mark") since May 18, 2017, in connection with its services associated with promoting the interests of multicultural Latino communities by increasing representation within healthcare.

Complainant owns United States Trademark registration No. 8,260,258 (registered on May 19, 2026) for the Mark.

The Disputed Domain Name was registered on April 25, 2017, by Respondent, working as a website developer hired by Complainant to develop Complainant's website. Respondent registered the Disputed Domain Name for the sole purpose of performing services for Complainant and held no ownership interest in the Disputed Domain Name. Upon completion of Complainant's website, Respondent retained and failed to transfer ownership of the Disputed Domain Name to Complainant.

The Disputed Domain Name has resolved to a website which has published information about Complainant. There is no evidence that Respondent has worked with Complainant since the Disputed Domain Name was registered and the website was completed. Also, according to the record, Respondent has not interfered with Complainant's operation of the website or Complainant's use of the Disputed Domain Name, nor has Respondent communicated any demands to Complainant related to the Disputed Domain Name.

Complainant states that it attempted to locate Respondent to request transfer of the Disputed Domain Name, but that, despite using all reasonably available means to identify and obtain contact information for Respondent, Complainant was unable to do so. Complainant further asserts that Respondent has ceased operating as a website developer and that no current contact information for Respondent could be found through any available channels.

5. Parties' Contentions

A. Complainant

Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the Disputed Domain Name.

Notably, Complainant contends that Respondent originally registered the Disputed Domain Name for the sole purpose of providing services to Complainant. Based upon an agreement in place between Respondent and Complainant, Respondent was aware that all ownership interests in the Disputed Domain Name were to remain vested within Complainant. Although the Disputed Domain Name was registered by Respondent for website development purposes for NALHE, the continuous possession and lack of transfer constitute bad faith. *Carlington Community Health Centre v. Support Tech, New Wave Systems*, WIPO Case No. D2023-3456.

B. Respondent

Respondent did not respond to the Complaint.

6. Discussion and Findings

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 Complainant's trademark and the Disputed Domain Name. WIPO Overview of WIPO Panel Views on Select UDRP Questions ("WIPO Overview 3.1"), section 1.7.

Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. WIPO Overview 3.1, section 1.2.1.

The entirety of the Mark is reproduced within the Disputed Domain Name. Accordingly, the Disputed Domain Name is identical to the Mark for the purposes of the Policy. WIPO Overview 3.1, section 1.7.

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 a 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 Complainant has established a prima facie case that Respondent lacks rights or legitimate interests in the Disputed Domain Name. Respondent has not rebutted Complainant's prima facie showing and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the Disputed Domain Name such as those enumerated in the Policy or otherwise.

Respondent has not responded to the Complaint contending that it has a right to hold the Disputed Domain Name. Respondent is not itself using the Disputed Domain Name.

The Panel finds the second element of the Policy has been established.

C. Registered and Used in Bad Faith

The Panel finds that Complainant has not proved by a preponderance of the evidence that Respondent registered the Disputed Domain Name in bad faith. Where the facts present benign explanations for Respondent's registration of the Disputed Domain Name, Complainant has the burden to prove that bad faith is the more probable explanation. Complainant has not done so here.

The Disputed Domain Name was registered on April 25, 2017, a month before Complainant began using the Mark on May 18, 2017, and nine years before Complainant registered the Mark on May 19, 2026. Complainant has offered no evidence that it acquired unregistered rights before the Mark was registered. This timeline would normally foreclose a finding of bad faith registration, WIPO Overview 3.1, section 3.8.1, but WIPO Overview 3.1, section 3.8.2 describes exceptions.

Given that Respondent was involved in the creation of the new website for which Respondent registered the Disputed Domain Name, the Panel will assume that Respondent would have been aware that Complainant intended to use the Mark going forward. But this presumed awareness is not alone enough to demonstrate bad faith and invoke the section 3.8.2 exception.

Complainant bases its bad faith contention on an allegation that "[b]ased upon an agreement in place between the Contractor and Complainant, Contractor was aware that all ownership interests in the Disputed Domain Name were to remain vested within Complainant". Although Complainant offers no evidence of this agreement, the Panel will assume its existence, and that Respondent breached the alleged agreement, but the Panel will not assume that this assumed breach was motivated by the required bad faith intent. Policy paragraph 4(b). See also WIPO Overview 3.1, section 3.8.2 (consensus view the Complainant must prove that Respondent intended "to unfairly capitalize on the complainant's nascent (typically as yet unregistered) trademark rights […]."). It is equally likely that Respondent registered the Disputed Domain Name in its own name for convenience intending to transfer it to Complainant later. Alternatively, the breach could have been merely a negligent oversight. Or the alleged agreement may have been ambiguous. In the Panel's view, Complainant has not proved that the most probable explanation is that Respondent acted in bad faith to capitalize on Complainant's future trademark rights.

An allegation that a respondent breached a contract when it registered a domain name is not alone enough to prove bad faith.[1] There must be evidence that the breach reflects an intent to exploit Complainant's Mark Otherwise, ordinary contractual disputes regarding domain name ownership would be covered by the Policy. Prior panels have denied complaints even where a written contract submitted as evidence explicitly required transfer of a previously registered domain name. See, e.g., *Forbo Financial Services AG v. Ashrad*, WIPO Case No. D2019-1203 (despite distribution agreement that "states that no domain should be registered without permission", respondent distributor breached agreement and registered a domain name that included complainant's trademark, and, when relationship ended, respondent breached agreement to transfer the domain name; held: complaint denied because registration was not in bad faith).

Panels have sometimes found bad faith based in part on the respondent's breach of a contract where there are other compelling facts indicating bad faith. In *Astec Industries, Inc. v. Blesson Varghese*, WIPO Case No. D2025-3876, for example, the respondent was a partner of a limited liability partnership ("LLP") with the complainant. The complainant alleged that the respondent breached company IT policies, which were tantamount to contractual obligations, when he registered the disputed domain name in his own name personally. The panel avoided deciding the contractual dispute, which could have, in the panel's view, taken the dispute outside the scope of the Policy, and instead "proceeded solely on the basis that Respondent is one of the Designated Partners under the LLP" and, accordingly, had a fiduciary duty to not appropriate the LLP's property to himself personally. But the finding of bad faith was not based on only the breach of fiduciary duty. The panel also found that the respondent; "clandestinely"[2] registered the disputed domain name; "prevaricated" when it initially denied registering the disputed domain name; refused the request to transfer the domain name to the LLP; and repeatedly cited non-existent UDRP decisions, while at the same time accusing Complainant a false citation. There are no comparable facts here. Respondent was not in a fiduciary relationship with Complainant and, as explained further below, there is no evidence of lying or of a refusal of a request to transfer the Disputed Domain Name.

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[1] Stated another way, business disputes regarding domain name rights are outside the scope of the Policy. *Staten Island Oral and Maxillofacial Surgery, PC v. Jamie Licznerski*, WIPO Case No. D2024-0961 (factual dispute regarding whether complainant consented to IT consultant's registration of domain name in its own name); *Barnes Crossing Auto LLC v. Jonathon Hewitt, SEO Sport, LLC*, WIPO Case No. D2017-1782 (dispute between IT consultant and client regarding ownership of domain names registered in consultant's name for benefit of client was "primarily a contractual dispute between the parties that is not appropriate for resolution in this proceeding.").

[2] The *Astec* panel found that the respondent's use of a privacy service prevented the complainant from knowing who had registered the disputed domain name. A privacy service was used here as well, but this did not prevent Complainant from alleging in its original complaint that the IT contractor who designed its website had registered the Disputed Domain Name and that Complainant had tried, but failed, to locate Respondent. Complainant made these allegations before the Registrar supplied the name of the IT contractor whom Complainant had been looking for. Presumably Complainant already knew the IT contractor's identify. Consequently, unlike the facts in *Astec Industries*, there was nothing "clandestine" about Respondent's registration of the Disputed Domain Name in the present case.

There is no evidence to suggest that Respondent registered the Disputed Domain Name in its own name in order to exploit Complainant's future trademark rights. In this regard, it is especially significant, in the Panel's view, that Respondent has not engaged in any behavior subsequent to the registration that reflects bad faith.[3] There is no allegation or evidence that, in the nine years that Complainant has used the associated website to publish information about the organization, Respondent has interfered in any way with Complainant's use of the Disputed Domain Name or made any extortionist demands.

The absence of such interference or extortion distinguishes similar cases that found bad faith. For example, in *Carlington Community Health Centre v. Support Tech, New Wave Systems*, WIPO Case No. D2023-3456, upon which Complainant relies, the respondent IT contractor committed in a termination agreement to transfer the disputed domain name to the complainant, but then subsequently "refused to transfer the Disputed Domain Name, disabled the website of the Complainant and began blocking certain emails destined for, or dispatched by, the Complainant". Similarly, in *Intertex, Inc. v. Shant Moughalian, Contess, Inc*., WIPO Case No. D2017-0480, an employee registered in his own name several domain names that incorporated the complainant employer's trademarks and then failed to transfer them to complainant after receiving demand letters from complainant. In addition, in *Intertex*, "Respondent has engaged in a number of other unlawful and unfair business practices relating to Complainant, including but not limited to trademark and Copyright infringement, unfair competition, and false, deceptive and misleading advertising". In both of these cases, the panels inferred bad faith based on the abusive conduct that followed the registration of the domain name. *See also Nexus Logistics S.A. v. Hans Rodrigo Troncoso*, WIPO Case No. D2026-1473 (respondent IT consultant demanded USD 334,142 to transfer domain names he registered in his own name for complainant, his former client).

There are no comparable facts here, where there is no evidence that Respondent engaged in any abusive behavior.

Moreover, there is no allegation or evidence that Respondent "refused to transfer" the Disputed Domain Name. Instead, Complainant alleges that:

[C]omplainant attempted to locate the Contractor for the transfer of the Disputed Domain Name, but despite using all reasonably available means to identify and obtain contact information for the Contractor, Complainant was unable to do so. The Contractor has ceased operating as a website developer, and no current contact information for the Contractor could be found through any available channels.

The Panel cannot infer from this allegation that Respondent has "refused to transfer" the Disputed Domain Name to Complainant. For all that appears of record, Respondent is simply unaware of Complainant's request for a transfer. Although the Panel views as irresponsible Respondent's vanishing without leaving its former clients with contact information, the Panel does not find that being unlocatable or going out of business reflects bad faith.

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[3] The Panel does not mean to hold that bad faith registration may be inferred from subsequent bad faith use. See, e.g., *Sanosil AG v. Ammar Matouk*, WIPO Case No. D2023-1174: "The Panel rejects the Complainant's argument that bad faith in these circumstances may be retroactive, i.e., that registration of the disputed domain name, if originally effected without malign or bad faith intent, could be considered tainted in some way by the Respondent's behavior following alleged termination of the Joint Venture Shareholder's Agreement." See also *GBI Prosperities Pty Ltd., Dr Grow It All Sales Pty Ltd. v. Private Registration / Dave*, WIPO Case No. D2016-0879 ("Use in bad faith after registration pursuant to some right or legitimate interest is not sufficient under the Policy: see, e.g., *The Proprietors of Strata Plan No. 36, A Turks and Caicos Corporation v. Gift2Gift Corp.*, WIPO Case No. D2010-2180."). Nonetheless, cases similar to the instant case have relied on the respondent's subsequent refusal to transfer a domain name as evidence of bad faith registration. There are no such facts here.

Complainant's inability to locate Respondent distinguishes *Blue On Highland LLC v. Matthew Sullivan*, WIPO Case No. D2021-3168, a case which, based on the Panel's research, includes facts most closely analogous to the instant case. The panel there found bad faith based on the respondent former employee's failure to respond to a request to transfer a domain name that the employee had registered in his own name. But unlike the instant case, the respondent received, but ignored, the complainant's demands.

At bottom, the instant case is an example of the challenges presented by the Policy's requirement that a complainant must prove both bad faith registration *and* bad faith use. ICANN and other stewards of the Policy are aware that cases like this one do not fit neatly into the scope of the UDRP. The *Final Report of the WIPO ICA UDRP Review Project Team* (December 2, 2025),[4] which recommended against changing "and" to "and/or" in the Policy broadly, nonetheless recommended further consideration of whether such a change would be appropriate in limited circumstances that would seem to apply to the instant case, observing:
One specific scenario raised was where a domain name was registered in good faith pursuant to a license or other business arrangement (e.g., an IT or web hosting services company or by a former employee), but after the termination of the parties' relationship, the registrant continued to hold the domain name despite the terminated relationship. It was felt that the UDRP could be adapted to fairly address this kind of scenario that the UDRP does not currently adequately address, without otherwise broadening the applicability of the UDRP. It was also noted that some of these cases may involve contractual issues beyond the scope of the UDRP. Id. at 20.

Although the instant case may highlight the present limits of the Policy, the remedy is reform rather than stretching the Policy beyond its current limits.

The Panel finds the third element of the Policy has not been established.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Lawrence K. Nodine/
Lawrence K. Nodine
Sole Panelist
Date: November 17, 2026

[4] "https://www.wipo.int/export/sites/www/amc/en/docs/wipo-ica-final-udrp-review-report_dec2025.pdf" (last visited November 16, 2026). See pp. 24–25. WIPO and the Internet Commerce Association ("ICA") undertook the Review Project "to provide ICANN with assistance in finding that more efficient, focused, and practical way forward – by providing unique and expert-led background information that can help direct the Phase 2 Review" of the UDRP. Id. at 4.