

ADMINISTRATIVE PANEL DECISION

Bread Financial Payments, Inc. v. 林彦斐 (Yan Fei Lin)
Case No. D2025-0566

1. The Parties

The Complainant is Bread Financial Payments, Inc., United States of America ("United States"), represented by Porter Wright Morris & Arthur, LLP, United States.

The Respondent is 林彦斐 (Yan Fei Lin), China.

2. The Domain Name and Registrar

The disputed domain name <breadfinantial.com> is registered with Cloud Yuqu LLC (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") in English on February 12, 2025. On February 13, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On February 14, 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 (REDACTED, Cloud Yuqu LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant in Chinese and English on February 17, 2025, providing the registrant and contact information disclosed by the Registrar, informing the parties that the language of the registration agreement for the disputed domain name is Chinese, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amendment to the Complaint in English on February 18, 2025, confirming its request that English be the language of the proceeding. The Respondent did not submit any submissions on the language of the proceeding.

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 in Chinese and English of the Complaint, and the proceeding commenced on February 20, 2025. In accordance with the Rules, paragraph 5, the due date for Response was March 12, 2025. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on March 13, 2025.

The Center appointed Sebastian M.W. Hughes as the sole panelist in this matter on March 18, 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

A. Complainant

The Complainant is a United States financial services company, providing a wide range of tech-focussed and online financial services under the trade mark BREAD FINANCIAL (“the Trade Mark”) since 2022.

The Complainant is the owner of several registrations in the United States for the Trade Mark, including registration No. 7300264, with a registration date of February 6, 2024. The Complainant’s primary domain name used for most aspects of its business is <breadfinancial.com>.

B. Respondent

The Respondent is reportedly an individual located in China.

C. The Disputed Domain Name

The disputed domain name was registered on December 20, 2024.

D. Use of the Disputed Domain Name

The disputed domain name is resolved to a parking page with sponsored links (“the Website”).

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 name.

Notably, the Complainant contends that the disputed domain name, which is virtually identical to the Trade Mark, has been registered and used by the Respondent without authorisation to gain pay-per-click revenue via the Website.

B. Respondent

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

6. Discussion and Findings

Language of the Proceeding

The language of the Registration Agreement for the disputed domain name is Chinese. Pursuant to the Rules, paragraph 11(a), in the absence of an agreement between the parties, or unless specified otherwise in the registration agreement, the language of the administrative proceeding shall be the language of the registration agreement.

The Complaint was filed in English. The Complainant requested that the language of the proceeding be English for several reasons, including the fact that the Trade Mark and the disputed domain name comprises English words, the Complainant and its representatives are not conversant in Chinese, and translating the Complaint into Chinese would involve additional costs and delay.

The Respondent did not make any submissions with respect to the language of the proceeding.

In exercising its discretion to use a language other than that of the registration agreement, the Panel has to exercise such discretion judicially in the spirit of fairness and justice to both parties, taking into account all relevant circumstances of the case, including matters such as the parties' ability to understand and use the proposed language, time and costs (see WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), section 4.5.1).

Having considered all the matters above, the Panel determines under paragraph 11(a) of the Rules that the language of the proceeding shall be English.

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 trade mark and the disputed domain name. [WIPO Overview 3.0](#), section 1.7.

The Complainant has shown rights in respect of a trade mark or service mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

The disputed domain name consists of a common, obvious, or intentional misspelling of the BREAD FINANCIAL Trade Mark, replacing the letter "c" with "t". Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.9.

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 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.

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 name. 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 name such as those enumerated in the Policy or otherwise.

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 disputed domain name may have generated pay-per-click revenue via the Website. In all the circumstances, including the composition of the disputed domain name and the distinctiveness and repute of the Trade Mark in the online financial services field, the Panel finds that bad faith registration and use has been made out under paragraph 4(b)(iv) of 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 <breadfinantial.com> be transferred to the Complainant.

/Sebastian M.W. Hughes/

Sebastian M.W. Hughes

Sole Panelist

Date: April 1, 2025