

ADMINISTRATIVE PANEL DECISION

Lämpöpuuyhdistys Ry v. Transfer Agent, Dan.com, Global Forest Lumber Company LLC and Blue Lake Lumber LLC
Case No. D2025-1372

1. The Parties

The Complainant is Lämpöpuuyhdistys Ry, Finland, represented by Laine IP Oy, Finland.

The Respondents are Transfer Agent, Dan.com, Netherlands (Kingdom of the), Global Forest Lumber Company LLC, United States of America ("United States"), and Blue Lake Lumber LLC, United States, represented by Baril Advogados Associados, Brazil.

2. The Domain Name and Registrar

The disputed domain name <thermowood.com> 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 March 25, 2025. On April 4, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On April 7, 2025, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name. The Center sent an email communication to the Complainant on April 11, 2025, providing the registrant and contact information disclosed by the Registrar, and requesting the Complainant to submit an amendment to the Complaint. The Complainant filed an amended Complaint on the same day.

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 April 17, 2025. In accordance with the Rules, paragraph 5, initial the due date for Response was May 7, 2025. Upon the request of the Respondent, the Response due date was extended to May 11, 2025, under paragraph 5(b) of the Rules. The Response was filed with the Center on May 11, 2025.

The Center appointed W. Scott Blackmer, Alissia Shchichka, and Rodrigo Azevedo as Panelists in this matter on June 12, 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

This dispute is a refiled case. The previous proceeding, *Lämpöpuuyhdistys Ry v. Transfer Agent, Dan.com, Global Forest Lumber Company LLC and Blue Lake Lumber LLC*, WIPO Case No. [D2023-4796](#) (*"Lämpöpuuyhdistys I"*), involved the identical disputed domain name and parties. The Panelist in *Lämpöpuuyhdistys I* denied the complaint. The Complainant cites what it claims are "legally relevant developments" since that decision warranting a refiling of the Complaint.

The Complainant is a non-profit association registered in Finland that oversees the International ThermoWood Association, which operates a website at "www.thermowood.fi". The Complainant's website explains that "Thermowood" refers to thermally treated wood building products manufactured via a process developed in Finland. The Complainant is the owner of European Union Trademark No. 000922765 for the word mark THERMOWOOD, registered on September 27, 2000, in International Class 19 for building materials. The Complainant licenses its trademark on a non-exclusive basis to a number of other entities that manufacture wood products to standards published by the association. These non-exclusive licensees are themselves authorized to allow their distributors to use the THERMOWOOD trademark in relation to the relevant products and in accordance with "certain requirements" specified by the association. One of those non-exclusive licensees is Nova Orman Ürünleri San. Tic. A.S. ("Novawood"), a Turkish company. The Complainant states that all of its license agreements are identical and include the following restrictions, as found in the Novawood license agreement:

"The Licensee has right to allow its distributors, retailers, further processors and equivalent third parties to use the Trademarks in association with the wood products and material that originate from the Licensee and meet the standards of character and quality set by the Association. The Licensee shall inform these third parties of the Terms of Use of the Trademarks as currently defined by the Association. Further, the Licensee agrees that these third parties shall be bound at least by the same terms and requirements as agreed between the parties of this Agreement."

"The Licensee shall not register any Trademarks of the Association nor any domains, trade names or symbols containing the Trademarks of the Association in the Territory nor elsewhere. The Licensee must cancel or assign to the Association all existing identical or confusingly similar registrations it holds, if any. The possible cancellation/assignment process shall be negotiated with the Association separately on a case-by-case basis."

The Complainant's current Terms of Use of the Trademarks are attached as an annex to the license agreement. The trademark Terms of Use are publicly available on its website. They do not expressly refer to the use of the Complainant's mark on websites or in domain names but require that the mark be used only in connection with specific, approved products and that the qualified producers (such as Novawood) are identified.

Novawood entered into an "Exclusivity Agreement" with Blue Lake on June 1, 2023, designating the Respondent Blue Lake Lumber LLC ("Blue Lake") as Novawood's exclusive dealer in the United States of America, Canada, and the Caribbean Islands. As recounted in *Lämpöpuuyhdistys I*, Blue Lake and the Respondent Global Forest Lumber Company LLC ("Global Forest") are both companies entirely owned by Mr. Anderson Giovanni da Rocha. Global Forest holds the domain names for Mr. da Rocha's companies, while Blue Lake imports lumber from Novawood under the name "Novawood USA". The decision in *Lämpöpuuyhdistys I* largely turned on a redacted copy of the Exclusivity Agreement between Novawood and Blue Lake, giving Blue Lake rights to market and sell certain Novawood THERMOWOOD products in the designated territories but not expressly restricting Blue Lake's use of the THERMOWOOD mark.

The Complaint in the current proceeding includes a slightly less redacted copy of the Exclusivity Agreement between Novawood and Blue Lake. The Exclusivity Agreement obliges Blue Lake to display and promote “Novawood products” on Blue Lake’s websites as well as in its showrooms and exhibits “under Novawood and Novathermowood brand” and states that Novawood “consents to the Buyer [Blue Lake] to use the Supplier [Novawood] Mark for the duration of this contact”. “By informing the Supplier [Novawood], the Buyer [Blue Lake] may use any of its brands in places where it may be necessary to promote the product, including but not limited to websites.”¹

Thus, despite Novawood’s undertaking in its own licensing agreement with the Complainant not to use the THERMOWOOD mark in a domain name, and to bind distributors to the same requirements, it appears that Novawood’s Exclusivity Agreement with the Respondent Blue Lake did not address the use of the Complainant’s THERMOWOOD mark in a domain name. Instead, it granted Blue Lake permission to use Novawood’s marks “in places where it may be necessary to promote the product, including but not limited to websites”, for the duration of the contract.

The Registrar reports that the disputed domain name was created on January 4, 2000, and is registered to the Respondent “Transfer Agent”, listing the registrant organization as “Dan.com” at a postal address in Amsterdam, Netherlands (Kingdom of the), with a contact email address at “[xxx]@dan.com”. Dan.com is a domain name brokerage now owned by GoDaddy (its website refers to Dan.com as “a GoDaddy Brand”). In *Lämpöpuuyhdistys I* the Panelist noted that Dan.com did not reply to communications or submit a Response and speculated that it remained listed as the registrant due to “administrative error”. Confusion persists, as the Registrar replied to the Center’s verification request in the current proceeding with this reply:

“The respondent, Transfer Agent, Dan.com Global Forest Lumber Company LLC, is not the registrant of the domain name(s).”

The Registrar then provided contact information only for Dan.com.

The Response, however, was filed on behalf of building products companies Global Forest and Blue Lake, both owned by Mr. da Rocha and headquartered in Aventura, Florida, United States. Dan.com has indicated no interest in the disputed domain name.

The Response states, as in *Lämpöpuuyhdistys I*, that Global Forest manages domain names for Mr. da Rocha’s companies and that Blue Lake imports and sells THERMOWOOD products, as indicated on the Respondent’s website associated with the disputed domain name. Given the ongoing registration of the disputed domain name in the name of Dan.com, assertedly as transfer agent for Global Forest, and the ongoing use of the disputed domain name by Blue Lake, the Panel refers hereafter to Dan.com and the two companies under common ownership, Global Forest and Blue Lake, collectively as “the Respondent”, except as otherwise indicated.

As a new development since *Lämpöpuuyhdistys I*, the Complaint attaches a “Notification Letter” from Novawood terminating the Exclusivity Agreement with Blue Lake effective October 1, 2024. The Response, in turn, attaches an October 10, 2024, reply from the general counsel for Blue Lake protesting the termination and attributing it to the Complainant’s influence following its failure to obtain the disputed domain name in *Lämpöpuuyhdistys I*.

Meanwhile, the disputed domain name continues to resolve to the Respondent’s website operated by Blue Lake advertising THERMOWOOD products “powered by Novawood Technology”. The name THERMOWOOD is frequently (but not always) presented on the website followed by the ® symbol indicating a trademark registration. The Respondent’s website also advertises “MAXIMO™ THERMO”, and states that “The legitimate Thermowood® products are reserved for our exclusive Maximo Wood brand, distributed

¹ Novawood has registered NOVAWOOD as a figurative mark, e.g., International Trademark Number 1205492, registered December 17, 2013, in International Classes 19 and 35, with designations in multiple jurisdictions. “Novathermowood” is not listed in the WIPO Global Brand Database as a registered mark.

nationwide in the United States by Boise Cascade". This statement is followed by the words "Official Distributor" and "Official Dealer" and the trademarked logo of United States lumber company Boise Cascade. The Respondent's website also displays the English-language logo for the Complainant as the "International ThermoWood Association".

The Respondent does not indicate that the dispute between Blue Lake and Novawood over termination of the Exclusivity Agreement has escalated to judicial proceedings. In fact, according to the Response, and as suggested by the Respondent's website, Blue Lake and Novawood continue to do business at present.

In sum, the Respondent's website currently refers to the THERMOWOOD mark and to the distribution of "Maximo Wood" products (which is not a registered Novawood mark or one mentioned on the Novawood's website), while continuing to advertise on the same page that "Premium Lumber asks for a Premium Brand powered by Novawood". The Respondent's website also says, without further explanation, that "[t]he legitimate Thermowood® products are reserved for our exclusive Maximo Wood brand distributed [...] by Boise Cascade". The Respondent's names appear nowhere on the website, and the relationships between Blue Lake, Novawood, and the Complainant are entirely obscure. It is not possible to ascertain from the Response or the Respondent's website whether the Respondent's website is limited to offering THERMOWOOD-branded products, and the Respondent's identity and relationship, if any, with the Complainant is undisclosed.

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 is identical to its registered THERMOWOOD word mark and that the Complainant has never given the Respondent permission to use the mark in a domain name. The Complainant asks the Panel to reach a different result from the decision in *Lämpöpuuyhdistys I* because the Exclusivity Agreement between Blue Lake and Novawood, on which the Respondent relied, has since been terminated, and a less redacted version of that agreement shows that it referred to licensing Novawood marks not sub-licensing the Complainant's THERMOWOOD mark. The Complainant has tried unsuccessfully to negotiate a resolution with the Respondent and contends that "[t]herefore, the sole purpose for the registration of the [disputed domain name] is to take unlawful advantage of the Complainant's earlier, registered" trademark.

B. Respondent

The Respondent contends that the Complainant has not satisfied all three of the elements required under the Policy for a transfer of the disputed domain name. The Respondent does not dispute the Complainant's trademark rights but claims rights to use the mark as a distributor for Novawood, arguing that Novawood's attempt to terminate the distribution agreement was improper and ineffective, and the parties continue to do business. The Respondent argues that there is no confusion, as its website refers to its relationship with Novawood. The Respondent points out that the Complainant's Trademark Terms of Use do not prevent the use of the Complainant's mark in domain names, so long as other conditions are met, which the Respondent fulfilled by referring to Novawood and its specific THERMAWOOD products.

The Respondent also argues against an inference of bad faith in the registration and use of the disputed domain name. The Respondent observes that the disputed domain name was available to the Complainant for decades; it was offered for sale and only acquired by the Respondent when it became a distributor of THERMOWOOD products, not to keep it from the Complainant. The Respondent has been using it legitimately in its business to sell THERMOWOOD products in its territory, not to damage the Complainant.

The Respondent asks for a finding of Reverse Domain Name Hijacking (RDNH) for the trouble and expense of having to respond again to a refiled Complaint repeating essentially the same arguments as in the earlier Policy proceeding.

6. Discussion and Findings

6.1. Procedural Issues

A. Refiled Complaint

“As the UDRP itself contains no appeal mechanism, there is no express right to refile a complaint; refiled complaints are exceptional.” WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition (“[WIPO Overview 3.0](#)”), section 4.18. They are typically considered in circumstances where legally relevant developments have occurred since the original UDRP decision, “a breach of natural justice or of due process has objectively occurred”, there has been serious misconduct such as perjured evidence that affected the outcome of the case, or where the earlier decision was expressly rendered on a “without prejudice” basis. *Id.*

Here, the Complainant relies chiefly on the recent (disputed) termination of the Respondent’s distributorship agreement with Novawood and a less redated copy of that agreement shedding more light on the purported sub-license to use the Complainant’s mark and the Respondent’s representations about that license.

Although the Panel finds that these evidentiary issues are not as clear as the Complainant contends, they are potentially relevant and sufficiently different from the circumstances that prevailed at the time of the original proceeding to warrant a reconsideration of the second and third elements of the Complaint. Accordingly, the Panel accepts the refiled complaint and with respect to the Parties discussed in the Factual Background section above.

6.2. 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 3.0](#), section 1.7.

The Complainant has shown rights in respect of a trademark or service mark, the registered TERMOWOOD word mark, for the purposes of the Policy. [WIPO Overview 3.0](#), 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 3.0](#), 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 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 claims rights under its Exclusivity Agreement with Novawood, a form of distributorship agreement to import and sell THERMOWOOD branded products manufactured by Novawood in a defined territory. This Agreement was ostensibly terminated by Novawood in October 2024, although the Respondent Blue Lake protested the termination, and the parties apparently continue to deal with each other. The Panel is not in a position in this UDRP proceeding to adjudicate the contractual dispute between Novawood and the Respondent Blue Lake. In any event, the Exclusivity Agreement does not by its terms appear to address the licensing of the Complainant's THERMOWOOD trademark but refers explicitly to Blue Lake's use of Novawood's marks in marketing on websites and in other locations, which is not relevant to the current proceeding. The Respondent correctly observes that the Complainant's Trademark Terms of Use (which are publicly available) do not expressly refer to domain names but would arguably allow the use of the Complainant's mark in a domain name associated with a website that met the conditions of the Terms of Use, limited to approved products and identifying qualified producers such as Novawood. The Respondent suggests that it also has a legitimate interest in making referential or "nominative" fair use of the Complainant's mark under the UDRP, so long as it meets generally accepted criteria for such fair use, such as offering only the trademarked goods on the website associated with the disputed domain name, accurately and prominently disclosing its relationship with the mark holder, avoiding impersonation of the mark holder, and not attempting to corner the market in corresponding domain names. [WIPO Overview 3.0](#), section 2.8.

However, the Respondent has not demonstrated that its current website satisfies the Complainant's trademark Terms of Use, as it is confusing as to which "THERMOWOOD" products are on offer and from which producers. Moreover, the Respondent does not explain aspects of its website that seem inconsistent with the "Oki Data" tests it cites for nominative fair use. As discussed above, the website currently does not identify the Respondent or its relationship, if any, to the Complainant. The website refers to Novawood obliquely ("Powered by Novawood") and uses the terms "dealer" and "distributor" on the same page that refers to a third party, Boise Cascade. The website displays the Complainant's name and logo without further explanation, heightening potential confusion as to a relationship with the Complainant. It is not possible to ascertain from the Respondent's website (or from the Response) whether the Respondent's website is limited at present to taking orders for Novawood's THERMOWOOD-branded products, because of the references to "Maximo Wood" and Boise Cascade, both featured with ® or ™ symbols indicating that some party other than the Complainant claims trademarks in products advertised on the Respondent's website.

Consequently, the Panel finds on this record that the Respondent has neither proven licensing rights in the THERMOWOOD mark nor met the tests for legitimate fair use of the mark in the disputed domain name.

The second element of the Policy, therefore, 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 indisputably aware of the Complainant's mark when the Respondent acquired the disputed domain name at the time it became a distributor of THERMOWOOD products. The Complainant's mark is frequently displayed on the Respondent's website with a ® symbol, showing that the Respondent also was aware that this was a registered trademark. The

Complainant makes a good argument that the Respondent never had an express license or sub-license to use the THERMOWOOD mark for a domain name but only a license from Novawood (now in doubt because of the termination letter) to use Novawood marks. But the Complainant argues only vaguely that it is unfair and unlawful for the Respondent, unquestionably an authorized THERMOWOOD distributor at least until October 2024, to use the THERMOWOOD mark in a domain name. The Complainant's Trademark Terms of Use do not clearly prohibit this. And at the outset of the distributorship relationship, it appears that the Respondent arguably was making nominative fair use of the THERMOWOOD mark. The Respondent's website in 2023 and 2024, as shown in screen captures found on the Internet Archive's Wayback Machine,² referred only to THERMOWOOD and Novawood, with no references to other branded products or companies such as are found on the current version of the website following the termination dispute. Thus, the evidence does not point to an insidious motive by the Respondent at the time of its acquisition of the disputed domain name to lure Internet users for commercial gain to a website with an intentionally confusing domain name, in an effort to sell them competing products, an example of bad faith under the Policy, paragraph 4(b)(iv). The Policy requires a showing of bad faith both at the time of registration and in subsequent use, and in this case the Respondent appears to have legitimately registered the disputed domain name and initially used it solely in connection with its distributorship of THERMOWOOD products in its designated territory. If the Respondent has since exceeded those bounds, the Complainant's remedies may lie elsewhere than in the UDRP.

The evidence in the case file as presented does not indicate that the Respondent's aim in registering the disputed domain name was to profit from or exploit the Complainant's trademark.

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

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 3.0](#), section 4.16.

As outlined above, the Panel found sufficient changed circumstances and new evidence to warrant a refiled Complaint. Given that finding, the Panel is not prepared to enter a finding that the Complaint was brought in bad faith, despite the Complainant's ultimate lack of success.

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 this proceeding. [WIPO Overview 3.0](#), section 4.8.

7. Decision

For the foregoing reasons, the Complaint is denied.

/W. Scott Blackmer /

W. Scott Blackmer

Presiding Panelist

/Alissia Shchichka /

Alissia Shchichka

Panelist

/Rodrigo Azevedo/

Rodrigo Azevedo

Panelist

Date: June 26, 2025