

ADMINISTRATIVE PANEL DECISION

Central Coast Evaluation Services v. Michael Aponte Case No. D2025-2213

1. The Parties

The Complainant is Central Coast Evaluation Services, United States of America ("United States"), represented by Matthew Hostetler, United States.

The Respondent is Michael Aponte, United States, self-represented.

2. The Domain Names and Registrar

The disputed domain names <centralcoastevals.com> and <centralcoastevaluations.com> (the "Disputed Domain Names") are registered with NameCheap, Inc. (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on June 5, 2025. On June 6, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Disputed Domain Names. On June 6, 2025, 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 Center verified that 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 of the Complaint, and the proceedings commenced on June 16, 2025. In accordance with the Rules, paragraph 5, the due date for the Response was July 6, 2025. The Response was filed with the Center on July 5, 2025. On July 7, 2025, the Complainant submitted an unsolicited supplemental filing to the Center.

The Center appointed David H. Bernstein as the sole panelist in this matter on July 11, 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

The Complainant, a general partnership of the State of California, was created in May 2019 for the purpose of providing psychological evaluations, expert testimony, consultation, and professional training and presentations in the areas of forensic evaluations, psychodiagnostics evaluations, academic and performance assessments, medically required evaluations, and public safety evaluations. The Complainant has used the name Central Coast Evaluation Services since 2019, and claims continuous and exclusive use of that name in commerce in connection with its psychological evaluation services throughout California.

The Respondent is the spouse of Dr. Rebecca Aponte, who was a partner of the Complainant at the time the Complainant was constituted. On October 27, 2019, the Respondent registered the Disputed Domain Names under his own name. The Complainant has used the Disputed Domain Names for its website and email address continuously since then.

On November 1, 2024, Dr. Aponte informed the other partners of the Complainant that she intended to withdraw from the Complainant as of January 31, 2025. On December 20, 2024, the Complainant requested that Dr. Aponte transfer the Disputed Domain Names to the Complainant. No such transfer was made.

Dr. Aponte withdrew as a partner of the Complainant on January 31, 2025. On that date, Dr. Aponte wrote a check to herself in the amount of USD 336.92 as reimbursement for “domain names” and “web host” expenses. Pending dissolution of the partnership, Dr. Aponte remains a part owner of the Complainant.

On April 2, 2025, the Complainant again requested that Dr. Aponte transfer the Disputed Domain Names to the Complainant. In a May 9, 2025, letter via her attorney, Dr. Aponte requested USD 1,150 for “Domain Transfer Costs.” That same month, the Complainant made two additional requests for transfer of the Disputed Domain Names that went unanswered by the Respondent or Dr. Aponte.

5. Parties’ Contentions

A. The Complainant

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

The Complainant contends that it has unregistered common law rights to the name CENTRAL COAST EVALUATION SERVICES. The Complainant alleges that its unregistered mark has acquired distinctiveness by virtue of (i) the Complainant’s continuous use of the mark since 2019; (ii) consistent use of the mark in email signatures, official communications, client outreach, marketing emails, and custom logos; (iii) recognition via listing in the Cal Poly Disability Resource Center list; (iv) continuous use of the Disputed Domain Names as part of the Complainant’s branding and client communications during the relevant period; and (v) the Complainant’s reimbursement of the Respondent’s fees related to the Disputed Domain Name registrations and website hosting. The Complainant asserts that the Disputed Domain Names are either identical or confusingly similar to its unregistered mark because the Disputed Domain Names contain either the mark in its entirety or a direct abbreviation of the mark.

The Complainant contends that the Respondent lacks any rights or legitimate interest in the Disputed Domain Names. The Complainant asserts that the Respondent has never been a legal partner or owner of the Complainant and has never been authorized by the partnership to register, retain, or control the Disputed Domain Names in a personal capacity and under the Respondent’s name. The Complainant further alleges that the registration occurred without the knowledge or consent of the other partners and was reimbursed using the Complainant’s funds, making the Disputed Domain Name assets partnership property.

The Complainant asserts that the Respondent registered and is using the Disputed Domain Names in bad faith. The Complainant alleges that bad faith registration is evidenced by the Respondent registering the

Disputed Domain Names in his personal name despite holding no ownership stake in the Complainant, registering the Disputed Domain Names outside standard partnership protocols, and acting solely on behalf of his spouse. The Complainant contends that the Respondent is using the Disputed Domain Names in bad faith by refusing to transfer the Disputed Domain Names to the Complainant, demanding a USD 1,150 payment for transfer of the Disputed Domain Names, in excess of documented out-of-pocket costs, and using a privacy-masked service for the Disputed Domain Names.

B. The Respondent

The Respondent submitted an informal response that largely does not address any of the elements under the Policy, save for bad faith use. As to that element, the Respondent contends that his only interest in retaining the Disputed Domain Names is to prevent partners of the Complainant from following through on their communicated intent to take down the website to which the Disputed Domain Names resolve, prior to a business valuation appraisal in connection with Dr. Aponte's departure from the partnership.

C. The Complainant's Unsolicited Supplemental Submission

The Complainant filed an unsolicited supplemental submission. The submission is split into four sections. In the first, the Complainant asserts that the Disputed Domain Names are identical or confusingly similar to a mark in which it has rights. In the second section, the Complainant contends that the Respondent has not provided any evidence showing that he has a legitimate interest in the Disputed Domain Names. The Complainant also avers that neither the Respondent nor his wife have current operational use of them. In the third section, the Complainant argues that the Respondent's refusal to transfer the Disputed Domain Names is not actually driven by a desire to preserve the website for business valuation purposes. Rather, the Complainant contends that any such motivation is contradicted by the Respondent's demand for a USD 1,150 payment for transfer of the Disputed Domain Names, despite the full reimbursement. And the Complainant contends that retaining the Disputed Domain Names under the Respondent's stated purpose nevertheless confirms that the Respondent is retaining the Disputed Domain Names as leverage, supporting a finding of the Respondent's bad faith use. The Complainant also raises a new argument, alleging that the Respondent is acting in bad faith generally because it "declined WIPO's offer to pause the proceedings for possible settlement, further confirming unwillingness to resolve in good faith". In the fourth section, the Complainant argues that the valuation dispute over the Disputed Domain Names is immaterial under the Policy. The Complainant also alleges that the Respondent inappropriately directed his response to one of the Complainant's partner's personal emails rather than to the Complainant. And the Complainant avers that the Complaint was not brought as retaliation or due to personal grievance.

6. Discussion and Findings

The burden for the Complainant under paragraph 4(a) of the Policy is to prove:

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

As discussed below, the Complainant has failed to meet that burden in this case.

As an initial matter, the Panel notes that the Center received an unsolicited submission by the Complainant on July 7, 2025. Unsolicited supplemental filings are generally discouraged. See WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), section 4.6. As the [WIPO Overview 3.0](#) explains, "an unsolicited supplemental filing should clearly show its relevance to the case and why it was unable to provide the information contained therein in its complaint or response." *Id.* A panel thus

has sole discretion to determine on a case-by-case basis whether it will accept a submission or not depending on its relevance to the issues in the case.

All of the points that the Complainant made in its supplemental submission are either irrelevant or points that the Complainant could have anticipated and addressed in the Complaint, and any necessary information or documentary evidence should have been provided at that time. For example, the Complainant has an entire section arguing again that the Disputed Domain Names are confusingly similar to marks in which the Complainant has rights, but that is not an issue that the Respondent contested or addressed in its Response. This part of the supplemental submission (and many other parts that simply reiterate arguments that the Complainant made in the Complaint) is not responsive to anything, and is not the proper subject of a supplemental submission.

Other parts of the Complainant's supplemental submission address the Respondent's argument that he is refusing to transfer the Disputed Domain Names because the parties are disputing the valuation of the partnership, and the Respondent wants the website to remain active because it is a relevant part of that valuation. The record shows that the Respondent's counsel raised this issue with the Complainant's counsel on May 9, 2025 ("We also requested that we be included in *all* communications with [the evaluation company] to ensure neutrality and fairness because there were concerns regarding how CCES was classifying funds since Dr. Aponte left, **as well as the dispute over shutting down the website**"), nearly a month before the Complainant filed its Complaint. Accordingly, this was an issue of which the Complainant was aware, and that the Complainant should have addressed in the Complaint if it deemed it relevant to the Panel's assessment of illegitimacy and bad faith.

The Complainant also raises a new argument in its supplemental submission: that the Respondent is acting in bad faith because it declined "WIPO's offer" to pause proceedings for settlement. This appears to be a reference to the Center's standard Notification of Complaint and Commencement of Administrative Proceeding, which states: "Should the Parties wish to settle this dispute (in which case USD 1,000 will be refunded to the Complainant), a copy of WIPO's Standard Settlement Form is attached. . . . Please let us know if you would like to suspend the present dispute to explore settlement talks." The Complainant's argument is irrelevant. The Complainant's argument that the Respondent's failure to engage in settlement discussions constitutes bad faith is without merit. A party is not obligated to engage in settlement discussion. If a party wishes to continue proceedings to vindicate its rights, it is entitled to do so. The fact that the Respondent did not "pause the proceedings for settlement" is not evidence of its alleged bad faith registration and use of the Disputed Domain Names.

Because the Complainant's supplemental submission failed to include any new relevant facts or legal argument that the Complainant could not have anticipated and addressed in the Complaint, the Panel has elected to disregard the supplemental submission (though the Panel notes that nothing in the supplemental submission would have changed the outcome of this matter). [WIPO Overview 3.0](#), section 4.6.

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 Names. [WIPO Overview 3.0](#), section 1.7.

Although the Complainant's evidence of common law trademark rights is relatively thin, the Complainant has submitted just enough to establish unregistered service mark rights for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.3.

CENTRAL COAST EVALUATION SERVICES is a descriptive mark – it literally describes a company that provides evaluation services in the Central Coast region. Such descriptive marks may, however, acquire distinctiveness, or "secondary meaning," through use in the marketplace if that use causes consumers to recognize the term as referring to a particular source of such services rather than as a descriptor of any number of companies that provide such services. The Complainant has averred, and the Respondent does

not dispute, that the mark has been used for more than five years in connection with client outreach, marketing emails, and branding, and has provided examples of those marketing materials. The fact that the Respondent refers to a partnership in and a valuation (for sale) of said practice also supports a notion of consumer recognition.

Accordingly, the Panel finds, for purposes of this proceeding, that the Complainant has established common law rights in the CENTRAL COAST EVALUATION SERVICES mark. Given that the mark is recognizable within the Disputed Domain Names, the Panel finds that the Disputed Domain Names are confusingly similar 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

The Respondent essentially concedes his absence of rights or legitimate interests in his Response. He acknowledges that the Disputed Domain Names are “a business asset” of the Complainant, and essentially admits that he is holding on to the Disputed Domain Names as leverage in the parties’ negotiations (“We are under advice of our legal counsel not to delete the website or to hand over control of the domain . . . until the business value is formally appraised . . . and my wife’s shares are legally purchased.”). He also acknowledges that he has “no interest in continuing to host these websites; our only interest is in ensuring that they are not deleted prior to an appraisal or settlement. At any point in time, we would have gladly handed over any and all control to the sites to an intermediary party, or to [one of the other partners], as long as there is a good faith agreement not to delete it prematurely.”

Holding a domain name as ransom or leverage is not a legitimate interest. See, e.g., *Pitchtime, Inc. v. Constantine Zamiesov (a/k/a Kostiantyn Zamiesov, a/k/a Konstantine Zamiesov), Cruxlab, Inc.*, WIPO Case No. [D2019-0511](#) (“Simply put, [r]espondent’s use of the disputed domain names to secure the payment of an alleged debt does not support a finding that [r]espondent has rights or legitimate interests in the disputed domain names”); *Kiko Technology Limited v. Robert Gibellini*, WIPO Case No. [D2018-1814](#) (respondent lacked any right or legitimate interest in the disputed domain name where respondent transferred the disputed domain name to his own name and held it as leverage in a financial dispute). The Respondent has not identified any provision in the partnership agreement that allows him (either on his own behalf or his wife’s) to hold the Disputed Domain Names after her withdrawal from the partnership given his acknowledgement that the Disputed Domain Names are business assets of the Complainant, nor has he identified any provision of the partnership agreement that allows him to insist that the website be preserved pending the parties’ appraisal process. The Respondent’s own concessions therefore support a finding that the second element of the Policy has been established.

C. Registered and Used in Bad Faith

This case is yet another in a long line of cases that are essentially business disputes between former partners. Such cases are often ill-suited to the Policy. The Policy is designed to prevent the abusive, bad faith registration and use of domain names, known generally as cybersquatting. It is not designed to adjudicate all disputes over domain names. As this Panel noted nearly a quarter century ago, the Policy does not establish a general domain name court, and the Policy is not designed to adjudicate all disputes of any kind that relate in any way to domain names. *The Thread.com, LLC v. Jeffrey S. Poploff*, WIPO Case No. [D2000-1470](#).

There are times, though, when such business disputes can be resolved through the UDRP. Cybersquatting occurs in lots of contexts, and it can occur between partners and in business disputes as well. Thus, the key question in these cases is whether the conduct at issue constitutes cybersquatting, with reference to the three elements of the UDRP.

The nature of most business disputes is that the domain name at issue is being used in clear bad faith. Former partners in a dispute may post critical content or, as is the case here, hold property as leverage in

negotiations. Whether the leverage here is permissible or not is for a court to decide, but the Respondent's use appears to be bad faith under at least paragraph 4(b)(iii). That is because the Respondent (who is holding and using the Disputed Domain Names on behalf of his wife) may now be considered a competitor of the Complainant because, notwithstanding his wife's interest in the sale of the Complainant's business, his wife has opened a competing evaluation business. More generally, the Respondent's refusal to return to the Complainant these assets that the Respondent acknowledges are business assets owned by the Complainant appears to be a bad faith attempt to gain leverage in the parties' negotiations.

That, however, is not enough. The Policy expressly requires a showing of both bad faith use **and** bad faith registration. In other words, the Complainant must show that, when the Respondent registered the domain name in his own name rather than in the name of the business (which is the way in which these issues usually arise), he did so in bad faith at that time, with the bad faith intent to take advantage of the Complainant's trademark rights. See, e.g., *Blemain Group v. Mr. Stuart Frost*, WIPO Case No. [D2006-0871](#) (the key inquiry in determining bad faith registration under the Policy should be: "is it more likely than not that the [r]espondent registered the [d]omain [n]ames in his own name . . . with a view at some time in the future to disadvantaging the [c]omplainant or with a view to unfairly exploiting the situation in some other way to his own advantage?"; and finding on the facts of that case that the respondent likely had an "ulterior motive inconsistent with his duty of good faith to his employer, the [c]omplainant."). It is on that latter requirement that many business disputes between former partners flounder.

As the *Blemain Group* decision shows, bad faith can sometimes be shown at the time of registration in these business disputes. But, in most cases, there was no such malicious intent at the time of registration – after all, the domain name is usually registered at a time when the now fighting partners were collegially embarking on a business venture together. In the majority of these cases, the domain name was registered without bad faith, either with the express or implied permission of the other partners, or perhaps innocently when registering in a partner's personal name for convenience and without any premediated malice aforethought. See e.g., *TheThread.com, LLC v. Jeffrey S. Poploff*, WIPO Case No. [D2000-1470](#) (no bad faith registration because the "[r]espondent was happily employed at the time he registered the [d]omain [n]ame, and he registered the [d]omain [n]ame with the full consent and knowledge of [c]omplainant"); *HonorVet.org v. Adam Kandil, Kandilit, LLC*, WIPO Case No. [D2017-1489](#) (no bad faith registration because the respondent, at the time of registration, was authorized by the complainant's CEO to use the disputed domain name in connection with their shared business); *HMK Bilcon 2017 A/S v. Peter Erlangsen*, WIPO Case No. [D2018-2233](#) (the complainant did not address whether it had consented to the respondent registering the disputed domain name in the respondent's own name while he served as a board member of the complainant, and therefore the complainant failed to prove bad faith registration); *S&D Bookmakers Limited v. Andrew Bridger*, WIPO Case No. [D2022-1213](#) (the complainant failed to show bad faith registration because it was more likely than not that the complainant asked the respondent to effect the registration in his own name because, as the complainant stated, the respondent "understood better how these things worked").

The Complainant suggests that the Respondent's conduct since his wife withdrew from the partnership should be interpreted as confirming that he initially registered the Disputed Domain Names in bad faith. That argument is not without some support in some cases. For example, in *Arma Partners LLP v. Me, Victor Basta*, WIPO Case No. [D2009-0894](#), the panel stated that, where (i) the disputed domain names were contractually transferred into the ownership of the complainant, (ii) the respondent refused to transfer the domains, and (iii) the respondent demanded payment by the complainant in a sum vastly excessive of the registration costs, the initial good faith registration was "coloured" by the subsequent conduct of the respondent, and thus the panel found bad faith registration under the Policy.

But, as a majority of panels have recognized, allowing a respondent's subsequent activities to color the nature of the initial registration inquiry is potentially complex and requires clear evidence to support an inference that the original registration was itself in bad faith. See, e.g., *SPECS Surface Nano Analysis GmbH v. Rickmer Kose / Domain Name Administrator, PrivacyProtect.org*, WIPO Case No. [D2010-1173](#). Such evidence is lacking here. None of the Respondent's conduct since his wife's decision to leave the partnership in 2024 fairly supports an inference that his wife planned to leave when she first joined the

partnership in 2019 or that the Respondent registered the Disputed Domain Names in his own name in 2019 in bad faith so that he could later hold them for leverage.

Applying these principles to the facts at hand, the Panel finds that the Complainant has not carried its burden of showing that the Respondent more likely than not registered the Disputed Domain Names in bad faith. Whatever the partnership agreement may say about requiring unanimous authorization from all partners for certain actions, and that all partnership property should be titled in the name of the partnership, it is uncontroverted that the Respondent was not a partner of the Complainant, and there is no showing that he was aware of these provisions and flouted them in bad faith. Nor has the Complainant put forward any credible evidence to establish that it instructed the Respondent to register the Disputed Domain Names in the name of the partnership, and that he willfully disregarded those instructions. If anything, the record submitted by the Complainant shows that the Respondent periodically undertook administrative tasks – for example, he arranged to purchase rights to a tree image for use in the Complainant's logo, assisted in the creation of business cards for the partners, set up a secure fax line that would allow faxes to be emailed to the partners, and was listed as an emergency contact in the Complainant's business records. He even had his own email address with the Complainant's business from which he emailed the partners. On this record, the Complainant has not shown by a preponderance of the evidence that the Respondent registered the Disputed Domain Names in bad faith at the time of registration.

None of this should be read as vindication of the Respondent's conduct. The Respondent's continued holding of the Disputed Domain Names appears to be problematic, but that ultimately is a matter for a court to address if the parties cannot resolve their dispute amicably. It is not a matter for this Panel to address on this record through the UDRP.

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

7. Decision

For the foregoing reasons, the Complaint is denied.

/David H. Bernstein/

David H. Bernstein

Sole Panelist

Date: July 29, 2025