

## **ADMINISTRATIVE PANEL DECISION**

LEGO Holding A/S v. Gordon Lari

Case No. D2025-2242

### **1. The Parties**

The Complainant is LEGO Holding A/S, Denmark, represented by CSC Digital Brand Services Group AB, Sweden.

The Respondent is Gordon Lari, United States of America ("United States").

### **2. The Domain Names and Registrar**

The disputed domain names <legobeast.com>, <legobeast.info>, <legobeast.net>, <legobeast.org>, <legobeast.store>, and <legobeast.xyz> are registered with GoDaddy.com, LLC (the "Registrar").

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on June 9, 2025. On June 10, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain names. On the same day, 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 (Registration Private, Domains By Proxy, LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on June 11, 2025, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amendment to the Complaint on June 12, 2025.

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 of the Complaint, and the proceedings commenced on June 13, 2025. In accordance with the Rules, paragraph 5, the due date for Response was July 3, 2025. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on July 4, 2025.

The Center appointed Andrew F. Christie as the sole panelist in this matter on July 9, 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 is based in Denmark, and was founded in 1932. It has subsidiaries and branches throughout the world, including five main hubs, 37 sales offices, five manufacturing sites and over 500 retail stores. The Complainant employs more than 28,500 individuals and its products are sold in more than 130 countries, including in the United States.

The Complainant is the owner of the LEGO trademark, and of other trademarks used in connection with the famous LEGO brand of construction toys and other LEGO branded products. The LEGO trademark is among the best-known trademarks in the world, due in part to decades of extensive advertising, which prominently depicts the LEGO mark on all products, packaging, displays, advertising, and promotional materials.

The Complainant owns a large number of trademark registrations in range of jurisdictions for the word trademark LEGO, including United States Trademark No. 1018875 (registered August 26, 1975) and United States Trademark No. 4395578 (registered September 3, 2013). The Complainant also owns more than 6,000 domain names containing the LEGO trademark, including the domain name <lego.com> (the creation date of which is August 22, 1995).

The disputed domain names were registered on March 28, 2025. The Complainant has provided screenshots, which appear to be dated May 5, 2025, showing that the disputed domain names resolved to Registrar parking pages containing what appear to be pay-per-click links, some of which have the headings “Playmobil Toys” and “Building Toys”. The Complainant sent the Respondent a cease and desist letter on May 9, 2025. In his reply of May 14, 2025, the Respondent stated, among other things, that “a simple big picture explanation” for his registration of the disputed domain names was the creative application of linguistic nuances in presenting the sentence, “Leg of the beast”. The Respondent also stated that the Complainant “is at liberty to approach the matter as any business would in acquiring an after-market domain name. .... If you want to make an offer, I will consider.” The Respondent subsequently sent the Complainant an email providing a link to “help you grasp the upper limits of the aftermarket domain names sales spectrum from a historic standpoint”.

As at the date of this Decision, the disputed domain names resolve to Registrar parking pages with what appear to be pay-per-click links, some of which have the headings “Playmobil Toys” and “Building Toys”.

#### **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.

The Complainant contends that the disputed domain names are confusingly similar to a trademark in which it has rights on the following grounds, among others. The dominant part of the disputed domain names comprises the term “lego”, which is identical to the Complainant’s registered word trademark LEGO. Each of the disputed domain names contains the suffix “beast”. Confusing similarity is generally recognized when well-known trademarks are paired up with different kinds of generic prefixes and suffixes.

The Complainant contends that the Respondent has no rights or legitimate interests in the disputed domain names on the following grounds, among others. The Complainant has not found any registered trademarks or trade names corresponding to the disputed domain names owned by the Respondent, or anything that would suggest that the Respondent has been using the LEGO trademark in any other way that would provide any legitimate rights in the disputed domain names. Consequently, the Respondent may not claim any rights established by common usage. No license or authorization of any other kind has been given by the Complainant to the Respondent to use the LEGO trademark. It is clear that the Respondent was aware of the Complainant's legal rights in the name "Lego" at the time of registration of the disputed domain names, and it is obvious that it is the fame of the trademark that has motivated the Respondent to register the disputed domain names. The Respondent is today not using the disputed domain names in connection with a bona fide offering of goods or services. Instead, the Respondent has intentionally chosen the disputed domain names based on a registered trademark in order to generate traffic and income through websites with sponsored links some of which relate to the Complainant's brand and business.

The Complainant contends that the Respondent has registered and is using the disputed domain names in bad faith on the following grounds, among others. The trademark LEGO in respect of toys belonging to the Complainant has the status of a well-known and reputable trademark with a substantial and widespread goodwill throughout the world. Whilst the Respondent may not know when the trademark was first registered, he cannot not have known of its existence. The number of disputed domain names registered by the Respondent demonstrates that the Respondent is engaging in a pattern of cybersquatting, which is evidence of bad faith registration and use. The disputed domain names are connected to websites displaying sponsored links some of which are related to the Complainant's brand and business. Whether or not the Respondent had influenced what links should be included is irrelevant for the finding of bad faith in this case. It is also without relevance whether or not the Respondent was actually getting revenue from the websites himself. In spite of the Complainant's efforts to settle this matter amicably, the Respondent has given reasons for registering the disputed domain names which have no legal grounds. In addition, the Respondent suggested that it would consider the Complainant's offer to purchase the disputed domain names. It is well established that seeking to profit from the sale of a confusingly similar domain name that incorporates a third party's trademark demonstrates bad faith.

## **B. Respondent**

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

## **6. Discussion and Findings**

### **A. Identical or Confusingly Similar**

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. It is the owner of numerous trademark registrations for the word trademark LEGO.

The entirety of the Complainant's trademark is reproduced within each of the disputed domain names, with the addition of the word "beast". The Panel finds the Complainant's mark is recognizable within the disputed domain names, and that the addition of the word "beast" does not prevent a finding of confusing similarity between the disputed domain names and the trademark for the purposes of the Policy. Accordingly, each of the disputed domain names is confusingly similar to the Complainant's trademark for the purposes of the Policy.

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

## **B. Rights or Legitimate Interests**

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 of WIPO Panel Views on Selected UDRP Questions, Third Edition ([“WIPO Overview 3.0”](#)), section 2.1.

The Respondent is not a licensee of the Complainant, is not otherwise affiliated with the Complainant, and has not been authorized by the Complainant to use its LEGO trademark. The Respondent has not provided any evidence that it has been commonly known by, or has made a bona fide use of, the disputed domain names, or that it has, for any other reason, rights or legitimate interests in the disputed domain names. The Respondent’s assertion that he registered the disputed domain names as a creative application of linguistic nuances in presenting the sentence “Leg of the beast” is clearly fanciful. The composition of the disputed domain names carries a risk of implied affiliation with the Complainant. The evidence establishes that the disputed domain names resolve to parking pages that appear to contain links to various third party websites, some of which relate to the provision of goods that compete with the Complainant’s goods. This use of the disputed domain names is not in connection with a bona fide offering of goods or services.

The Complainant has put forward a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain names, and the Respondent has not rebutted this. Accordingly, the Panel finds that the Respondent has no rights or legitimate interests in the disputed domain names.

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

## **C. Registered and Used in Bad Faith**

The Respondent registered the disputed domain names many decades after the Complainant first used and registered its LEGO word trademark, which is a famous trademark. The disputed domain names incorporate the Complainant’s trademark in its entirety, and merely add the word “beast”. It is clear the Respondent registered the disputed domain names with knowledge of the Complainant’s trademark.

Paragraph 4(b) of the Policy sets out a list of non-exhaustive circumstances that may indicate that a domain name was registered and used in bad faith, but other circumstances may be relevant in assessing whether a respondent’s registration or use of a domain name is in bad faith. The disputed domain names resolve to parking pages that contain links to various third party websites, some of which appear to relate to the provision of goods that compete with the Complainant’s goods. That is a bad faith use of the disputed domain names. Panels have held that a respondent cannot disclaim responsibility for content appearing on the website associated with its domain names, including automatically generated pay-per-click links, and that the fact that such links are generated by a third party or that the respondent may not have directly profited does not, by itself, prevent a finding of bad faith. [WIPO Overview 3.0](#), section 3.5.

Further, the evidence shows that the Respondent encouraged the Complainant to purchase the disputed domain names at “the upper limits of the aftermarket” for domain names, which strongly suggests that the Respondent registered the disputed domain names for the purpose of selling them to the Complainant.

Having reviewed the record, the Panel finds that the Respondent’s registration and use of the disputed domain names were in bad faith.

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, <legobeast.com>, <legobeast.info>, <legobeast.net>, <legobeast.org>, <legobeast.store>, and <legobeast.xyz>, be transferred to the Complainant.

*/Andrew F. Christie/*

**Andrew F. Christie**

Sole Panelist

Date: July 23, 2025