

ADMINISTRATIVE PANEL DECISION

Guccio Gucci S.p.A. v. Austen M West, Technology In Motion Enterprises
Case No. D2025-3493

1. The Parties

The Complainant is Guccio Gucci S.p.A., Italy, represented by Studio Barbero S.p.A., Italy.

The Respondent is Austen M West, Technology In Motion Enterprises, United States of America (“United States”).

2. The Domain Names and Registrar

The disputed domain names <gucci.build>, <gucci.college>, <gucci.cooking>, <gucci.horse>, <gucci.kids>, <gucci.ong>, <gucci.sydney>, <gucci.tube>, <thegucci.app>, <thegucci.art>, <thegucci.blog>, <thegucci.cam>, <thegucci.cloud>, <thegucci.fyi>, <thegucci.guru>, <thegucci.hair>, <thegucci.homes>, <thegucci.info>, <thegucci.live>, <thegucci.lol>, <thegucci.mom>, <thegucci.name>, <thegucci.one>, <thegucci.pro>, <thegucci.shop>, <thegucci.site>, <thegucci.skin>, <thegucci.space>, <thegucci.studio>, and <thegucci.tech> are registered with NameCheap, Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on August 28, 2025. On August 29, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain names. On September 1, 2025, 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, Privacy Service Provided by Withheld for Privacy ehf) and contact information in the Complaint. The Center sent an email communication to the Complainant on September 4, 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 September 5, 2025.

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 September 5, 2025. In accordance with the Rules,

paragraph 5, the due date for Response was September 25, 2025. The Respondent sent an email communication on September 10, 2025, and the Complainant responded on September 16, 2025. The Respondent sent an additional communication on September 16, 2025, and the Complainant responded on the same day. The Center notified the Parties of the commencement of the Panel appointment process on September 16, 2025. The Respondent sent further email communications on October 4 and 22, 2025.

The Center appointed Assen Alexiev as the sole panelist in this matter on October 8, 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 Guccio Gucci S.p.A. is an Italian luxury fashion house founded in 1921. In 2024, the Complainant operated 529 stores with 20,032 employees, and generated EUR 7.65 billion in revenue.

The Complainant is the owner of numerous trademark registrations for GUCCI (the “GUCCI trademark”), including the following representative registrations:

- the International trademark GUCCI with registration No. 457952, registered on December 16, 1980, for goods and services in International Classes 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42; and
- the European Union Trade Mark GUCCI with registration No. 000121988, registered on November 24, 1998, for goods and services in International Classes 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42.

The Complainant’s affiliate Gucci America, Inc. is the owner of the following trademark registrations for GUCCI:

- the United States trademark GUCCI with registration No. 876292, registered on September 9, 1969 for goods and services in International Classes 2, 3, 37, 39 and 41; and
- the United States trademark GUCCI with registration No. 4563132, registered on July 8, 2014 for goods in International Class 18.

The Complainant operates its official website at the domain name <gucci.com>, registered on June 5, 1996.

All of the disputed domain names were registered by the Respondent on September 21, 2024. The disputed domain names <gucci.kids>, <gucci.sydney>, <gucci.build> and <gucci.college> initially redirected to the website of a company that offered digital and information technology services. All disputed domain names currently redirect to a commercial website which includes a “designer handbags” section and offers for sale handbags, jewelry, charms and accessories.

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 states that all of the disputed domain names are confusingly similar to its GUCCI trademark, because they incorporate the trademark in its entirety, and some of them include the “the” prefix.

According to the Complainant, the Respondent has no rights or legitimate interests in respect of the disputed domain names, because it is not a licensee of the Complainant and is not authorized to use the GUCCI

trademark. The Complainant adds that the Respondent is not commonly known by a name corresponding to the disputed domain names and has no trademark registrations for GUCCI.

The Complainant submits that the Respondent is not using the disputed domain names in connection with a bona fide offering of goods or services or making a legitimate noncommercial or fair use of them. It notes that the disputed domain names <gucci.kids>, <gucci.sydney>, <gucci.build>, and <gucci.college> initially redirected to a website that promoted digital services, and now all of the disputed domain names redirect to a website that offers products in direct competition with the Complainant. According to the Complainant, this shows that the Respondent attempts to attract users looking for the Complainant's goods and divert them to unrelated commercial websites, which may disrupt the Complainant's business.

The Complainant maintains that the disputed domain names carry a high risk of implied affiliation with the Complainant. It notes that GUCCI corresponds to the surname of the Complainant's founder and family and has no meaning in foreign languages, and as such is not one a trader would legitimately choose unless seeking to create an impression of an association with the Complainant.

The Complainant explains that it instructed a web agency to contact the Respondent to verify its real intentions as to the disputed domain names. On September 24, 2024, the web agency sent an email to the Respondent, who responded on the following day and indicated that it is the AI Integration Engineer of a tech company specialized in domain names. The Respondent stated that the disputed domain names were not for sale, but only for lease "for a nominal setup fee, and a monthly recurring maintenance". Following some additional communication, the Respondent sent a fee schedule, containing four so-called packages for the leasing of a domain name at different service levels, the cheapest of which included a payment of more than USD 10,000 during the first year. The Respondent also confirmed that it was in control of the disputed domain names <gucci.build>, <gucci.college>, <gucci.cooking>, <gucci.tube>, <thegucci.name> and <thegucci.shop> and of other domain names such as <theesteelauder.com>, <ticketmasterlivenation.com>, <dior.cam>, <dior.garden>, <estee.blog>, <estee.dev>, <estee.live>, <esteelauder.lol>, <thechanel.life> and <thechanel.name>, which, the Complainant notes, are identical or confusingly similar to third-party well-known trademarks.

According to the Complainant, the messages sent by the Respondent to the web agency entrusted by the Complainant suggest that the Respondent registered the disputed domain names, incorporating the GUCCI trademark, to derive profit from their lease, in all likelihood from the Complainant. The Complainant notes that the Respondent's offer to lease the disputed domain names, for amounts exceeding the out-of-pocket costs directly related to them, shows that the Respondent had no intention to use the disputed domain names in connection with a bona fide offering of goods or services or for a legitimate noncommercial or fair purpose.

The Complainant further states that on October 25, 2024, it sent to the Respondent a cease-and-desist letter, to which the Respondent never responded, despite three reminders by the Complainant.

The Complainant contends that the disputed domain names were registered and are being used in bad faith. According to it, the Respondent must have been well aware of the GUCCI trademark at the time of the registration of the disputed domain names in September 2024 and registered them with the opportunistic bad faith intention to target this trademark and take advantage of it. The Complainant points out that all the disputed domain names currently redirect to a website that promotes handbags, jewelry and accessories in direct competition with the Complainant. According to the Complainant, by using the disputed domain names, the Respondent intentionally attempts to attract, for commercial gain, Internet users to the website to which the disputed domain names redirect, by creating a likelihood of confusion with the Complainant's GUCCI trademark as to the source or endorsement of such website and of the products offered there. The Complainant also submits that the Respondent has registered the disputed domain names to prevent the Complainant from reflecting its GUCCI trademark in corresponding domain names and has engaged in a pattern of such conduct under paragraph 4(b)(ii) of the Policy. The Complainant adds that the Respondent's pattern of conduct is also evident from its statement that it was available to lease additional "high-value domains", identical or confusingly similar to third parties' well-known trademarks.

B. Respondent

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

With its informal communications made in the course of this proceeding, the Respondent made the following statements:

"Counsel,

I am the registrant of gucci.sydney and gucci.kids.

Without conceding any liability or admission under the UDRP or ACPA, and solely to resolve this matter efficiently, I am prepared to overlook the overreach made by Guccio Gucci S.p.A., and not collect any fees for my documented out-of-pocket registration costs (no mark-up), with each party bearing its own fees and the matter deemed resolved.

Please confirm the protocol and the precise account requiring contact for resolution of this dispute.

If the account in question is [...]¹ of [...], please confirm so further steps and action can be taken concerning this matter.

[...] has been copied on this transmission communication for ease of use and reflection of truth - and full transparency for all parties involved. His email is [...] and is resolved to the domain [...]

This offer is made without prejudice to any positions either party may take and is open for 7 days from today. If in the case of no response within 7 days, proceedings in regards to all fees, indentured servings, and incurred costs and fees will continue to the local municipal courts of Brevard County, Florida, United States of America.

Regards,

Austen

[...]"

"Counsel,

1. **No agreement to transfer.** Your note misreads my prior email. I have **not** agreed to transfer any domain name to Guccio Gucci S.p.A., whether with or without charge. My earlier message simply stated that if your client **withdrew its claims and ceased further action**, I would not pursue recovery of my **own** out-of-pocket costs—i.e., a mutual walk-away. It was not an offer or consent to transfer.

2. **Registrar lock/freeze.** As a result of your client initiating proceedings, **Namecheap has locked/frozen** all domains at issue. I currently **cannot release, renew, repair, or otherwise modify** any "gucci" domain. Practically speaking, transfer is not possible even if I wished to do so (I do not).

3. **No payment of your fees.** I do not agree to reimburse your firm's professional fees or WIPO fees. Each party should bear its own costs.

4. **Renewals.** If your client elects to fund renewals through the registrar **to maintain the status quo during the case**, that is your client's choice. Any such payment **does not** imply consent to transfer, settlement, or admission of liability.

5. **Positions reserved.** To avoid further misunderstandings: the "gucci" domains are **not for sale** and are **not being transferred**. They remain within The Circuit Hive. All rights are expressly reserved.

If your client wishes to discuss a true settlement, present a **written mutual dismissal** under which (i) your client withdraws the Complaint with prejudice, (ii) **no transfer** occurs, and (iii) **each side bears its own fees and costs**. Otherwise, please proceed through the normal WIPO process. Kindly direct further communications on this matter through the case channel.

Regards,

Austen West

[...]

¹ Third party names and contact details have been redacted.

COMPANION_REMARK

Registrar Team,

Please confirm that the domains subject to WIPO Case No. D2025-3493 are locked per standard procedure. I do **not** authorize any transfer, registrant change, or nameserver change. If a third party funds renewals to keep names active during the proceeding, that is acceptable only to preserve the status quo; it must not alter control or imply consent to transfer.

Thank you.

—Austen West

[...]

WIPO_CASE_MANAGER

Dear Case Manager,

For the record, Respondent has not consented to transfer of any domain names and has not agreed to reimburse Complainant's or counsel's fees. The registrar has applied a lock/freeze, and I cannot take any action on the domains. Please proceed with the case schedule accordingly unless and until both parties file a signed, mutual dismissal.

Respectfully,

Austen West"

Moreover, the Respondent sent further communications requesting inter alia Panel acceptance of a late filed Response, pursuant to paragraph 10(d) of the Rules, reiteration of the above comments regarding no agreement or consent to transfer the disputed domain names, and a request for dismissal of the present proceeding and discussions regarding damages and costs associated with participation in the present proceeding.

6. Discussion and Finding

6.1. Procedural issue – Respondent's request for leave to file a late Response

On September 5, 2025, with the Notification of Complaint and Commencement of Administrative Proceeding document, the Respondent was informed by the Center about the due date for filing of a Response, which was September 25, 2025. The Respondent did not file a Response and did not state that it had any difficulties to do so within this due date, although it exchanged several communications with the Center and the Complainant prior to its expiration.

On October 4, 2025 – nine days after the expiration of the due date for filing of a Response, the Respondent requested the Panel to allow a late-filed Response. With this communication, the Respondent did not actually submit a Response, did not explain the reasons why it had not filed a Response within the time limit to do so, and did not refer to and substantiate any exceptional circumstances that may justify an extension of the due date for the Response.

Article 10(c) of the Rules provides that “[t]he Panel shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panel.”

Considering the above, the Panel finds no justification to extend the due date for filing of the Response, and declines to do so.

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 names. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, ("[WIPO Overview 3.0](#)"), section 1.7.

The Complainant has shown rights in respect of the GUCCI trademark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

The Panel finds that the distinctive GUCCI trademark is the most prominent element of all of the disputed domain names and is easily recognizable in them. Accordingly, the disputed domain names are identical or confusingly similar to the GUCCI trademark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

The Panel finds that 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 the disputed domain names.

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

The Respondent has registered 30 disputed domain names, all of which consist of "gucci" or "thegucci" at the second level without any other elements and create a high risk of implied affiliation with the Complainant. Section 2.5.1 of the [WIPO Overview 3.0](#). Notably, in its correspondence with the web agency employed by the Complainant, the Respondent referred to eight of the disputed domain names as "GUCCI-related domains under our control".

The Respondent has not provided any plausible explanation for the registration of so many disputed domain names incorporating the GUCCI trademark of the Complainant and of its plans how to use them. The undisputed evidence in the case shows that it has offered to lease the disputed domain names for amounts that appear to be well in excess of their registration costs and has later configured them to redirect to a website that offers for sale goods in direct competition with the Complainant.

Considering the above, the Panel finds that by registering and using the disputed domain names, the Respondent has targeted the GUCCI trademark of the Complainant in an attempt to exploit its goodwill for commercial gain. Such conduct does not give rise to rights or legitimate interests of the Respondent in the disputed domain names.

The Panel therefore finds that 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.

This case is particular in that the Respondent's conduct supports a conclusion of bad faith registration and use of the disputed domain names under no less than three of the four scenarios listed in paragraph 4(b) of the Policy.

The Respondent has no relationship with the Complainant and has registered a vast number of disputed domain names that consist exclusively or almost exclusively of the distinctive and popular GUCCI trademark and carry a high risk of implied affiliation with the Complainant. In the absence of any justification for this conduct brought before the Panel, it supports a conclusion that the Respondent has registered the disputed domain names with knowledge of the GUCCI trademark and in order to prevent the Complainant from reflecting this trademark in corresponding domain names and has engaged in a pattern of such conduct under paragraph 4(b)(ii) of the Policy.

After their registration, the Respondent has attempted to rent the disputed domain names to an entity related to the Complainant for an amount well in excess of the normal out-of-pocket costs directly related to their registration. This supports a finding of bad faith registration and use of the disputed domain names under paragraph 4(b)(i) of the Policy.

The disputed domain names, which as noted above, carry a high risk of implied affiliation with the Complainant, have been made to redirect to a website that offers for sale handbags, jewelry and accessories in direct competition with the Complainant. This shows that, by registering and using the disputed domain names, the Respondent has intentionally attempted to attract, for commercial gain, Internet users to the website to which the disputed domain names redirect, by creating a likelihood of confusion with the Complainant's GUCCI trademark as to the source or endorsement of the goods offered for sale on this website. Such conduct amounts to bad faith under paragraph 4(b)(iv) of the Policy.

Therefore, 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 <gucci.build>, <gucci.college>, <gucci.cooking>, <gucci.horse>, <gucci.kids>, <gucci.ong>, <gucci.sydney>, <gucci.tube>, <thegucci.app>, <thegucci.art>, <thegucci.blog>, <thegucci.cam>, <thegucci.cloud>, <thegucci.fyi>, <thegucci.guru>, <thegucci.hair>, <thegucci.homes>, <thegucci.info>, <thegucci.live>, <thegucci.lol>, <thegucci.mom>, <thegucci.name>, <thegucci.one>, <thegucci.pro>, <thegucci.shop>, <thegucci.site>, <thegucci.skin>, <thegucci.space>, <thegucci.studio>, and <thegucci.tech> be transferred to the Complainant.

/Assen Alexiev/

Assen Alexiev

Sole Panelist

Date: October 22, 2025