

Empower Annuity Insurance Company of America v. Tina Wing  
Case No. D2025-3497

The Respondent is Tina Wing, United States.

The disputed domain names <em-aower.cyou>, <em-aower.qpon>, <em-power.cyou>, <em-power.qpon>, <em-cower.cyou>, <em-cower.qpon>, <em-dower.cyou>, <em-dower.qpon>, <em-eower.cyou>, <em-eower.qpon>, <em-fower.cyou>, <em-fower.qpon>, <em-gower.cyou>, <em-gower.qpon>, <em-hower.cyou>, <em-hower.qpon>, <em-iower.cyou>, <em-iower.qpon>, <em-jower.cyou>, <em-jower.qpon>, <em-kower.cyou>, <em-kower.qpon>, <em-lower.cyou>, <em-lower.qpon>, <em-mower.cyou>, <em-mower.qpon>, <empa-der.cyou>, <emp-awer.cyou>, <empb-der.cyou>, <empb-der.qpon>, <emp-bwer.cyou>, <emp-bwer.qpon>, <empc-er.cyou>, <empc-er.qpon>, <empc-wer.cyou>, <empc-wer.qpon>, <empd-er.cyou>, <empd-er.qpon>, <emp-dwer.cyou>, <empe-er.cyou>, <empe-er.qpon>, <emp-ewer.cyou>, <emp-ewer.qpon>, <empf-er.cyou>, <empf-er.qpon>, <emp-fwer.cyou>, <emp-fwer.qpon>, <empg-er.cyou>, <empg-er.qpon>, <emph-er.cyou>, <emph-er.qpon>, <emp-oaer.cyou>, <empo-aer.cyou>, <emp-oaer.qpon>, <empo-aer.qpon>, <emp-ober.cyou>, <empo-ber.cyou>, <emp-ober.qpon>, <empo-ber.qpon>, <emp-ocer.cyou>, <empo-cer.cyou>, <emp-ocer.qpon>, <empo-cer.qpon>, <emp-oder.cyou>, <empo-der.cyou>, <emp-oder.qpon>, <empo-der.qpon>, <emp-oer.cyou>, <emp-oer.qpon>, <emp-ofer.cyou>, <emp-ofer.qpon>, <emp-oger.cyou>, <emp-oger.qpon>, <emp-ohar.cyou>, <emp-ohar.qpon>, <emp-oier.cyou>, <emp-oier.qpon>, <emp-owaer.cyou>, <emp-owar.cyou>, <empow-ar.cyou>, <emp-owar.qpon>, <empowawer.cc>, <empow-ber.cyou>, <empow-ber.qpon>, <empow-br.cyou>, <empow-br.qpon>, <empow-cr.cyou>, <empow-cr.qpon>, <empow-dr.cyou>, <empow-dr.qpon>, <empoweear.qpon>, <emp-ower.cyou>, <empow-er.cyou>, <emp-ower.qpon>, <empow-er.qpon>, <empowersigninhelppon>, <empow-fr.cyou>, <empow-fr.qpon>, <p-awer.cyou>, <pawer.cyou>, <p-awer.qpon>, <pawer.qpon>, <p-bwer.cyou>, <pbwer.cyou>, <p-bwer.qpon>, <pbwer.qpon>, <p-cwer.cyou>, <pcwer.cyou>, <p-cwer.qpon>, <pcwer.qpon>, <p-dwer.cyou>, <pdwer.cyou>, <p-dwer.qpon>, <pdwer.qpon>, <pfwer.cyou>, <pfwer.qpon>, <po-aer.cyou>, <po-aer.qpon>, <po-ber.cyou>, <po-ber.qpon>, <po-cer.cyou>, <p-ower.cyou>, and <p-ower.qpon> are registered with Gname.com Pte. Ltd. (the “Registrar”).

### 3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on August 28, 2025 involving 38 disputed domain names. On August 29, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with these disputed domain names. On August 31, 2025, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for these disputed domain names which differed from the named Respondent (REDACTED FOR PRIVACY) and contact information in the Complaint. The Center sent an email communication to the Complainant on September 1, 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 amended Complaint on September 6, 2025, requesting to add 91 disputed domain names to the proceedings. On September 10, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with these additional disputed domain names. On September 11, 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 sent an email communication to the Complainant on September 11, 2025, providing the registrant and contact information disclosed by the Registrar for the additional disputed domain names for the Complainant’s information.

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 19, 2025. In accordance with the Rules, paragraph 5, the due date for Response was October 9, 2025. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on October 22, 2025.

The Center appointed Evan D. Brown as the sole panelist in this matter on October 27, 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 in the business of providing financial and insurance services in the United States, including record-keeping, investment management, retirement plan administration, and related digital financial platforms. It owns the trademark EMPOWER (and Design), for which it enjoys the benefits of registration, including United States Registration No. 5407837, registered on February 20, 2018. The Complainant operates its business under the domain name <empower.com>. The Complainant also owns the domain name <empower-retirement.com>, which redirects to the website at the domain name <empower.com>.

According to the Whois records, the disputed domain names were registered at various times between July 21, 2025 and September 3, 2025. The disputed domain names were used in communications sent by text messages to consumers that falsely appear to originate from the Complainant’s security department. The messages warn of purported unauthorized access to the recipient’s account and urge the recipient to click on a link - each one using one of the disputed domain names - to block activity. The links utilize the disputed domain names and imitate the Complainant’s EMPOWER mark by using hyphenation, letter transposition, or minor misspellings. These links purportedly lead to deceptive websites that appear designed to mimic the Complainant’s online presence and obtain sensitive login credentials from users.

## 5. Parties' Contentions

### A. Complainant

The Complainant contends that the disputed domain names are identical or confusingly similar to the Complainant's trademark; that the Respondent has no rights or legitimate interests in respect of the disputed domain names; and that the disputed domain names were registered and are being used in bad faith.

### B. Respondent

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

## 6. Discussion and Findings

To succeed, the Complainant must demonstrate that all of the elements listed in paragraph 4(a) of the Policy have been satisfied: (i) the disputed domain names are identical or confusingly similar to a trademark or service mark in which the Complainant has rights, (ii) the Respondent has no rights or legitimate interests in respect of the disputed domain names, and (iii) the disputed domain names have been registered and are being used in bad faith. The Panel finds that all three of these elements have been met in this case.

### A. Identical or Confusingly Similar

This first element functions primarily as a standing requirement. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), section 1.7. 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. *Id.* This element requires the Panel to consider two issues: first, whether the Complainant has rights in a relevant mark; and second, whether the disputed domain name is identical or confusingly similar to that mark.

A registered trademark provides a clear indication that the rights in the mark shown on the trademark certificate belong to its respective owner. See *Advance Magazine Publishers Inc., Les Publications Conde Nast S.A. v. Voguechen*, WIPO Case No. [D2014-0657](#). The Complainant has demonstrated its rights in the EMPOWER mark by providing evidence of its trademark registrations. See [WIPO Overview 3.0](#), section 1.2.1.

The disputed domain names incorporate the appearance of the EMPOWER mark in whole or in part, often through slight alterations such as hyphenation, truncation, added or substituted characters, or misspellings, e.g., <empo-aer.cyou>, <emp-ower.qpon>, and <empow-cer.cyou>. Such variations leave the EMPOWER mark recognizable. See [WIPO Overview 3.0](#), section 1.9.

Even the more obscure disputed domain names such as <p-dwer.cyou>, <p-cwer.qpon>, <pfwer.cyou> or <po-aer.qpon> which at first glance may not appear to resemble the EMPOWER mark, must be assessed in light of the totality of the circumstances. These disputed domain names were registered paring to other disputed domain names in this case that more clearly mimic the EMPOWER mark such as <emp-dwer.cyou> (and <p-dwer.cyou>), <emp-cwer.qpon> (and <p-cwer.qpon>), <emp-fwer.cyou> (and <pfwer.cyou>) or <empo-aer.qpon> (and <po-aer.qpon>) and were used in the phishing scheme alongside the other disputed domain names that more clearly mimic the EMPOWER mark. The Complainant has asserted that the Respondent further compounds the confusion by configuring these disputed domain names with the subdomain "em" - so that the whole URL would appear, for example, as <em.p-ower.qpon>, thereby reinforcing the visual and phonetic resemblance to the EMPOWER mark. This resemblance is especially problematic in the context of phishing text messages purporting to be from the Complainant's security team. In that mobile format, typographical nuances and domain name parsing may be particularly difficult to detect, and the Panel finds it plausible that users are likely to perceive the message as from the Complainant. The use of short prefixes followed by partial fragments of the EMPOWER mark or lookalike patterns aligns with

the Respondent's broader strategy of impersonation. The Panel thus finds that such disputed domain names still satisfy the test for confusing similarity. This conclusion finds support in [WIPO Overview 3.0](#), section 1.7, which provides, in part:

"In specific limited instances, while not a replacement as such for the typical side-by-side comparison, where a panel would benefit from affirmation as to confusing similarity with the complainant's mark, the broader case context such as website content trading off the complainant's reputation, or a pattern of multiple respondent domain names targeting the complainant's mark within the same proceeding, may support a finding of confusing similarity."

The Panel finds that the Complainant has established this first element under the Policy.

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

The Panel evaluates this element of the Policy by first looking to see whether the Complainant has made a prima facie showing that the Respondent lacks rights or legitimate interests in respect of the disputed domain names. If the Complainant makes that showing, the burden of production of demonstrating rights or legitimate interests shifts to the Respondent. See [WIPO Overview 3.0](#), section 2.1; *AXA SA v. Huade Wang*, WIPO Case No. [D2022-1289](#).

The Complainant asserts, among other things, that: (1) the Respondent is not affiliated with or authorized by the Complainant to use the Complainant's marks, (2) the Respondent has never been commonly known by any of the disputed domain names, (3) the Respondent has not made a bona fide offering of goods or services using the disputed domain names, and (4) the Respondent has used the disputed domain names exclusively for impersonation and phishing activity.

The Panel finds that the Complainant has made the required prima facie showing. The Respondent has not presented evidence to overcome this prima facie showing. And nothing in the record otherwise tilts the balance in the Respondent's favor. The use of a domain name for illegal activity such as impersonation or phishing can never confer rights or legitimate interests on a respondent. *Société des Produits Nestlé S.A. v. Great Homes, jobs-nestle.com*, WIPO Case No. [D2024-2911](#); [WIPO Overview 3.0](#), section 2.13.1.

Accordingly, the Panel finds that the Complainant has established this second element under the Policy.

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

The Policy requires the Complainant to establish that the disputed domain names were registered and are being used in bad faith.

The Complainant has shown that the Respondent has registered and used the disputed domain names in a scheme to impersonate the Complainant and mislead its customers. The Respondent registered dozens of disputed domain names incorporating variations or resemblances of the EMPOWER mark and used them in phishing text messages purporting to originate from the Complainant's security team. These messages falsely warned users of account breaches and directed them to spoofed websites mimicking the Complainant's online presence, purportedly for the purpose of harvesting login credentials and other sensitive information.

Such conduct constitutes bad faith under paragraph 4(b)(iv) of the Policy. The use of domain names to attract Internet users by creating a likelihood of confusion with a complainant's mark, for commercial gain or fraudulent purposes, is a paradigmatic example of bad faith.

Given the Respondent's conduct and the Complainant's long-standing and well-known use of the EMPOWER mark in the financial sector, the Panel finds that the Respondent could not plausibly have been unaware of the Complainant's rights. The deliberate pattern of registrations and the impersonation tactics used show clear bad faith both at registration and in use.

The Panel finds that the Complainant has established this third element under 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 <em-aower.cyou>, <em-aower.qpon>, <em-bower.cyou>, <em-bower.qpon>, <em-cower.cyou>, <em-cower.qpon>, <em-dower.cyou>, <em-dower.qpon>, <em-eower.cyou>, <em-eower.qpon>, <em-fower.cyou>, <em-fower.qpon>, <em-gower.cyou>, <em-gower.qpon>, <em-hower.cyou>, <em-hower.qpon>, <em-iower.cyou>, <em-iower.qpon>, <em-jower.cyou>, <em-jower.qpon>, <em-kower.cyou>, <em-kower.qpon>, <em-lower.cyou>, <em-lower.qpon>, <em-mower.cyou>, <em-mower.qpon>, <empa-der.cyou>, <emp-awer.cyou>, <empb-der.cyou>, <empb-der.qpon>, <emp-bwer.cyou>, <emp-bwer.qpon>, <empc-er.cyou>, <empc-er.qpon>, <emp-cwer.cyou>, <emp-cwer.qpon>, <empd-er.cyou>, <empd-er.qpon>, <emp-dwer.cyou>, <empe-er.cyou>, <empe-er.qpon>, <emp-ewer.cyou>, <emp-ewer.qpon>, <empf-er.cyou>, <empf-er.qpon>, <emp-fwer.cyou>, <emp-fwer.qpon>, <empg-er.cyou>, <empg-er.qpon>, <emph-er.cyou>, <emph-er.qpon>, <emp-oaer.cyou>, <empo-aer.cyou>, <emp-oaer.qpon>, <empo-aer.qpon>, <emp-ober.cyou>, <emp-ober.qpon>, <emp-ber.cyou>, <emp-ber.qpon>, <emp-ocer.cyou>, <empo-cer.cyou>, <emp-ocer.qpon>, <empo-cer.qpon>, <emp-oder.cyou>, <empo-der.cyou>, <emp-oder.qpon>, <empo-der.qpon>, <emp-oeer.cyou>, <emp-oeer.qpon>, <emp-ofer.cyou>, <emp-ofer.qpon>, <emp-oger.cyou>, <emp-oger.qpon>, <emp-oh-er.cyou>, <emp-oh-er.qpon>, <emp-oier.cyou>, <emp-oier.qpon>, <emp-owaer.cyou>, <emp-owar.cyou>, <empow-ar.cyou>, <emp-owar.qpon>, <empowawer.cc>, <empow-ber.cyou>, <empow-ber.qpon>, <emp-owbr.cyou>, <empow-br.cyou>, <emp-owbr.qpon>, <empow-br.qpon>, <empow-cer.cyou>, <empow-cer.qpon>, <emp-owcr.cyou>, <empow-cr.cyou>, <emp-owcr.qpon>, <empow-cr.qpon>, <empow-dr.cyou>, <empow-dr.qpon>, <empowear.qpon>, <emp-ower.cyou>, <empow-er.cyou>, <emp-ower.qpon>, <empow-er.qpon>, <empowersigninhelp.qpon>, <empow-fr.cyou>, <empow-fr.qpon>, <p-awer.cyou>, <pawer.cyou>, <p-awer.qpon>, <pawer.qpon>, <p-bwer.cyou>, <pbwer.cyou>, <p-bwer.qpon>, <pbwer.qpon>, <p-cwer.cyou>, <pcwer.cyou>, <p-cwer.qpon>, <pcwer.qpon>, <p-dwer.cyou>, <pdwer.cyou>, <p-dwer.qpon>, <pdwer.qpon>, <pfwer.cyou>, <pfwer.qpon>, <po-aer.cyou>, <po-aer.qpon>, <po-ber.cyou>, <po-ber.qpon>, <po-cer.cyou>, <p-ower.cyou>, and <p-ower.qpon> be transferred to the Complainant.

/Evan D. Brown/

**Evan D. Brown**

Sole Panelist

Date: November 10, 2025