

ADMINISTRATIVE PANEL DECISION

GPS Pharmacy Solutions, LLC v. Alexander Juarez
Case No. D2025-4319

1. The Parties

Complainant is GPS Pharmacy Solutions, LLC, United States of America (“United States”), internally represented.

Respondent is Alexander Juarez,¹ United States.

2. The Domain Name and Registrar

The disputed domain name <gpsonline.com> (the “Domain Name”) is registered with CloudFlare, Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on October 21, 2025. On October 22, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Domain Name. On October 23, 2025, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the Domain Name which differed from the named Respondent (Data Redacted) and contact information in the Complaint. The Center sent an email to Complainant on October 23, 2025, providing the registrant and contact information disclosed by the Registrar, and inviting Complainant to submit an amendment to the Complaint. Complainant filed an amended Complaint on October 27, 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”).

¹ The Panel notes that the listed Respondent Organization is “GPS Pharmacy Solutions”. However, in the Response the Respondent identified itself only as “Alexander Juarez” and indicated that references to “GPS Pharmacy Solutions” are legacy information relating to the Parties’ prior business arrangement. Accordingly, the Panel considers “Alexander Juarez” to be the Respondent for the purposes of this proceeding.

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified Respondent of the Complaint, and the proceedings commenced on October 28, 2025. In accordance with the Rules, paragraph 5, the due date for Response was November 17, 2025. On November 12, 2025, Respondent requested the suspension of the proceedings for settlement purposes, to which the Complainant objected on November 14, 2025. On November 17, 2025, Respondent requested the automatic four calendar day extension for response under paragraph 5(b) of the Rules. The due date for Response was then changed to November 21, 2025. The Response was filed with the Center on November 21, 2025.

The Center appointed Robert A. Badgley as the sole panelist in this matter on December 1, 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.

On December 19, 2025, the Panel issued Procedural Order No. 1, which stated in part:

“Pursuant to paragraphs 10 and 12 of the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”), the Panel orders the Parties to provide, on or before December 27, 2025, a copy of the contract or contractual documentation reflecting the Parties’ contractual relationship, as well as any documents or other evidence addressing whether and under what circumstances the disputed domain name <gpsmymeds.com> (the ‘Domain Name’) registration was to be transferred, even temporarily, to Respondent.”

“The Panel also asks that Respondent, on or before December 27, 2025, explain the legal and factual grounds on which it has gained and retained control of the Domain Name, if any, other than to exercise leverage over Complainant in its purported fee dispute with Complainant.”

“The Panel also permits the Parties to reply, by January 3, 2026, to each other’s submissions in response to this Procedural Order No. 1.”

Complainant submitted a reply to Procedural Order No. 1 on December 28, 2025, stating that “there is no formal, integrated written contract between the parties” and otherwise responding to the procedural order’s questions.

Also on December 28, 2025, Respondent sent an email providing no substantive response to the Procedural Order No. 1, but requesting additional time. On January 2, 2026, the Panel granted Respondent until January 9, 2026 to reply to both the Procedural Order No. 1 and to Complainant’s reply thereto, and gave Complainant until January 16, 2026 to reply to Respondent’s supplemental submission.

Despite the extension, Respondent submitted nothing to the Center. On January 16, 2026, Complainant filed its reply, raising therein one arguably new issue. On January 16, 2026, Respondent sent the Center an email stating in its entirety: “The complainant has made new assertions in their response, and as such I would request a deadline extension to assess their document and respond accordingly.”

In its discretion, the Panel has opted not to consider that portion of Complainant’s January 16, 2026 reply which arguably constituted a new issue. The Panel also declined to grant Respondent yet another extension. This is because the Panel decided not to consider the arguably new issue, and because Respondent had already been given two opportunities to respond to the questions raised in the Procedural Order No. 1, but chose twice not to provide any response.

4. Factual Background

Complainant alleges that, since 2015, it has operated a pharmacy business and used the Domain Name to host its commercial website. Annexed to the Complaint is a Whois record from April 21, 2025 showing that, as of the date, the Domain Name was registered in Complainant’s name. This record also shows that the Domain Name was first registered on September 1, 2015.

Also annexed to the Complaint is a screenshot from November 19, 2016 showing that Complainant was using the Domain Name to host a commercial website offering its pharmaceutical services under the mark GPS PHARMACY, with a contact reference of gpsmymeds@....

In 2025, Complainant alleges, it retained Respondent, described as a “contracted web developer,” who “obtained access of limited authority to assist with technical work.” According to Complainant, “the developer [Respondent] facilitated transfer of the domain to Cloudflare Registrar, but then altered credentials and access, locking Complainant out.” According to Complainant: “Respondent was a contractor for limited web work; Complainant never authorized Respondent to own or control the domain, represent itself as ‘GPSMyMeds,’ or intercept email communications.”

The Whois record annexed to the Complaint shows that the Domain Name registration information was “updated” on August 19, 2025.

Complainant asserts that, in August 2025, Respondent “deployed a USD 20,000 ransom ‘splash’ page, diverted [Complainant] company emails, and continued interception of confidential patient communications (including potential PHI/PCI).” A screenshot of the alleged ransom “splash” page is annexed to the Complaint. Under the banner “OFFICIAL NOTICE OF DISPUTE - Service Has Been Suspended,” Respondent wrote:

“Access to this website has been suspended due to a contract dispute with the site owner, GPS Pharmacy LLC, regarding an unpaid balance of \$20,000 for development services. [...] This services will remain suspended until the payment dispute is resolved.”

Respondent describes himself as “a software engineer and the former technical lead/business partner involved in the development of the technical infrastructure for the business arrangement.” According to Respondent:

“The transfer and control of the [Domain Name] occurred as a result of the dissolution of a business arrangement between the parties. [...] The Respondent maintains possession of the Domain Name as a disputed asset pending the resolution of the business relationship and financial obligations owed to the Respondent.”

Annexed to the Response is a copy of an invoice purporting to show that Respondent had performed work for Complainant worth USD 11,410.

In response to the Panel’s above-quoted Procedural Order No. 1, Complainant confirmed that “there is no formal, integrated written contract between the parties.” As noted above, Respondent did not provide any substantive response to Procedural Order No. 1, despite two opportunities to do so. In addition, there is nothing in the record to suggest that Respondent’s relationship with Complainant was anything more than that of a technical agent hired to perform a series of discrete, limited tasks. As far as the record shows, there is no evidence that there was any kind of incipient broader relationship between the Parties under contemplation on either side.

On August 14, 2025, Complainant sent Respondent an email terminating the Parties’ relationship for allegedly unsatisfactory performance by Respondent, and demanding that Respondent take all immediate steps to cease all access to Complainant’s technical system and restore all access to Complainant. On that same day, according to Respondent’s invoice discussed above, Respondent claimed to have performed more than 23 hours of work for Complainant. This invoice also shows that, for the five days following Complainant’s termination email, Respondent billed Complainant for an average of more than 11 hours per day.

Complainant states that it has filed a complaint with the Federal Bureau of Investigation (“FBI”) in connection with Respondent’s alleged extortion. The record contains little detail of this FBI matter.

5. Parties’ Contentions

A. Complainant

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

B. Respondent

Respondent’s chief contentions are that Complainant has failed to establish any relevant trademark rights, and that the dispute between the Parties is an ongoing business and contractual dispute and hence the UDRP is not the proper vehicle to decide the fate of the Domain Name.

6. Discussion and Findings

Paragraph 4(a) of the Policy lists the three elements which Complainant must satisfy with respect to the Domain Name:

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

A. Identical or Confusingly Similar

The Panel concludes, for purposes of this proceeding, that Complainant has common law rights in the unregistered trademarks GPS PHARMACY and GPS MY MEDS through use demonstrated in the record. Although Complainant’s record evidence to support its common law trademark rights claim is far from robust, there is screenshot evidence of Complainant using the Domain Name to host a commercial website as far back as 2016.

Moreover, Respondent is not in a strong position to question Complainant’s alleged common law trademark rights. If GPS MY MEDS was worthless as a source identifier to identify Complainant and its goods and services, then Respondent presumably would not have bothered to use the Domain Name to publicize his fee dispute with Complainant and use the “splash” page as leverage over Complainant. By using the Domain Name in this manner, Respondent clearly understood its value as a source identifier for Complainant.

See section 1.3 of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition (“[WIPO Overview 3.0](#)”) (“The fact that a respondent is shown to have been targeting the complainant’s mark (e.g., based on the manner in which the related website is used) may support the complainant’s assertion that its mark has achieved significance as a source identifier”).

The Panel concludes that the Domain Name is identical to Complainant’s common law mark GPS MY MEDS.

Complainant has established Policy paragraph 4(a)(i).

B. Rights or Legitimate Interests

Pursuant to paragraph 4(c) of the Policy, Respondent may establish its rights or legitimate interests in the Domain Name, among other circumstances, by showing any of the following elements:

- (i) before any notice to you [Respondent] of the dispute, your use of, or demonstrable preparations to use, the Domain Name or a name corresponding to the Domain Name in connection with a bona fide offering of goods or services; or
- (ii) you [Respondent] (as an individual, business, or other organization) have been commonly known by the Domain Name, even if you have acquired no trademark or service mark rights; or
- (iii) you [Respondent] are making a legitimate noncommercial or fair use of the Domain Name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

The Panel concludes that Respondent lacks rights or legitimate interests in respect of the Domain Name. The Panel finds plausible Complainant's assertion that Respondent was hired on a limited basis to perform certain discrete technical functions, and that the Parties' relationship was no broader than that.

Respondent does not directly assert – and nothing in the record suggests – that Respondent had any right to change the Domain Name registration information to his own name. Any such measures taken by Respondent, the Panel finds, were done without Complainant's authority. *Novomatic AG v. Noel Vandamme*, WIPO Case No. [D2021-3570](#) ("Respondent's account [...] that he registered the Domain Name at the behest of one of Complainant's subsidiaries [...] is tantamount to an admission that Respondent's ownership of the Domain Name was always as an agent for Complainant and never as a legitimate owner in his own right").

The record reflects that Respondent has been holding onto the Domain Name, which Respondent knows is central to Complainant's online business, as leverage in order to acquire USD 20,000 from Complainant as satisfaction for a dubious allegedly unpaid invoice with a face value of USD 11,410. Respondent offers no explanation why an alleged debt of USD 11,410 from August 2025 should warrant a USD 20,000 payment.

As far as the Panel can determine from the record provided (and as reinforced by Respondent's repeated failure to answer the Panel's Procedural Order No. 1), there is no broad, complicated business dispute between the Parties in which the Domain Name figures as one small part. In such cases, panels have sometimes held that the UDRP is ill-equipped to deal with such disputes, and they are right to do so. In other cases, like this one, it is clear that Respondent is holding onto a domain name it has no rights to hold simply to extract an agreeable sum of money from Complainant. Such conduct does not give rise to a legitimate interest in the Domain Name for the purposes of the Policy.

The Panel concludes that Complainant has established Policy paragraph 4(a)(ii).

C. Registered and Used in Bad Faith

Paragraph 4(b) of the Policy provides that the following circumstances, "in particular but without limitation," are evidence of the registration and use of the Domain Name in "bad faith":

- (i) circumstances indicating that Respondent has registered or has acquired the Domain Name primarily for the purpose of selling, renting, or otherwise transferring the Domain Name registration to Complainant who is the owner of the trademark or service mark or to a competitor of that Complainant, for valuable consideration in excess of its documented out of pocket costs directly related to the Domain Name; or
- (ii) that Respondent has registered the Domain Name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that Respondent has engaged in a pattern of such conduct; or
- (iii) that Respondent has registered the Domain Name primarily for the purpose of disrupting the business of a competitor; or

(iv) that by using the Domain Name, Respondent has intentionally attempted to attract, for commercial gain, Internet users to Respondent's website or other online location, by creating a likelihood of confusion with Complainant's mark as to the source, sponsorship, affiliation, or endorsement of Respondent's website or location or of a product or service on Respondent's website or location.

The Panel concludes, under the Policy and the record presented here, that Respondent has registered and used the Domain Name in bad faith. The Panel incorporates its discussion in the "Rights or Legitimate Interests" section.

As noted in previous section, Respondent never had the right to own this Domain Name in his own right and for his own benefit. Respondent obviously had Complainant and its brand in mind when taking control of the Domain Name.

The Panel also finds Respondent's scheme to recover USD 20,000 for an alleged debt nearly half that amount constitutes bad faith use within the meaning of the above-quoted Policy paragraph 4(b)(i).

Complainant has established Policy paragraph 4(a)(iii).

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 Domain Name <gpsonmeds.com> be transferred to Complainant.

/Robert A. Badgley/

Robert A. Badgley

Sole Panelist

Date: January 26, 2026