

## **ADMINISTRATIVE PANEL DECISION**

City Legend Holdings Inc v. David Neawedde, Goldview LLC  
Case No. D2025-4872

### **1. The Parties**

Complainant is City Legend Holdings Inc, United States of America (“United States”), internally represented.

Respondent is David Neawedde, Goldview LLC, United States, self-represented.

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

The disputed domain names <loveherboobs.com> and <loveherfilms.com> (the “Domain Names”) 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 November 24, 2025. On November 24, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Domain Names. On November 25, 2025, the Registrar transmitted by email to the Center its verification response confirming that Respondent is listed as the registrant and providing the contact details. The Center sent an email to Complainant on December 1, 2025, inviting Complainant to submit an amendment to the Complaint. Complainant filed the first amended Complaint on December 6, 2025. Complainant filed the second amended Complaint on December 12, 2025.

The Center verified that the Complaint together with the amended Complaints 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 Respondent of the Complaint, and the proceedings commenced on December 12, 2025. In accordance with the Rules, paragraph 5, the due date for Response was January 1, 2026. The Response was filed with the Center on December 24, 2025. Accordingly, the Center acknowledged the receipt of Response on December 24, 2025.

The Center appointed Robert A. Badgley as the sole panelist in this matter on January 6, 2026. 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 January 8, 2026, Complainant sent the Center an unsolicited supplemental filing. In the Panel's discretion, the Panel considered this submission, because it addressed several arguments raised by Respondent that could not have been reasonably anticipated in the original Complaint.

#### **4. Factual Background**

This is a dispute between two Parties who had a relationship for several years before the relationship soured. In its essentials, Complainant is a purveyor of subscription pornography and Respondent was Complainant's IT provider until the Parties' relationship deteriorated.

According to Complainant:

"City Legend Holdings ('Complainant') is a U.S.-based media company that operates online subscription platforms through its affiliated entity Oktogon Media, Inc. under the brand names LoveHerFilms and LoveHerBoobs. For years, Complainant has operated commercially at the domain names loveherfilms.com and loveherboobs.com, by publishing proprietary video and photo content under these domain names. [...] Complainant's sister company Oktogon Media Inc. publishes proprietary content on to these websites under an agreement and authorization with Complainant."

Complainant alleges further:

"Since at least December 30, 2019, Complainant, by and through Oktogon, has operated commercially the domain name loveherboobs.com, by publishing proprietary video and other visual digital content under this domain name. Likewise, since at least September 23, 2020, Complainant, by and through Oktogon, has operated commercially the domain name loveherfilms.com, by publishing proprietary video and other visual digital content under this domain name. Both domains contained subscription sign-up pages, members' content, regular video/photo updates, talent profiles and pages, tour pages and paywalls and payment flows, amongst other features, all of which were managed by and through Oktogon. Oktogon funded and operated both domains exclusively on behalf of Complainant."

Complainant holds United States trademark registrations for the marks LOVEHERBOOBS and LOVEHERFILMS, Reg. Nos. 7,533,575 and 7,533,601, respectively, both registered on October 15, 2024 in connection with, among other things, "entertainment services", with a December 15, 2017 date of first use in commerce.

According to Complainant:

"Respondent began working for Complainant after accepting an offer by email on May 19, 2019. [...] Over the following years, Respondent acted as Complainant's technical administrator, managing multiple facets of the company's websites, including domain registration and configuration. Respondent was never the owner of the business, nor did he independently operate any website on the disputed domains." [...]

"Respondent registered the disputed domains while engaged as a contractor and for the company's benefit, not for any personal commercial purpose."

Complainant alleges further:

"[Respondent] Neawedde was instructed by Complainant, from the commencement of the agency relationship, that his role would include 'protection of intellectual properties,' and that '[a]ny intellectual property sold, sent or distributed without [Complainant's] consent shall be grounds for immediate dismissal and [i]n addition you will be held responsible [for] damages to the firm.' Neawedde swiftly accepted this provision in writing."

Some emails exchanged between the Parties are annexed to the Complaint as evidence of the contractual terms agreed by the Parties. There is no express reference to domain names in these documents. Respondent annexed no documents to its Response with regard to the terms of the contractual relationship or any other issue.

Annexed to Complainant's supplemental filing are documents showing that Respondent charged Complainant's sister company Oktogon for the costs associated with registering the Domain Names.

Complainant alleges further:

"On or about mid-2023, Complainant and Neawedde briefly discussed a potential equity stake offer, whereby respondents would lower and/or cap their monthly fee, in exchange for a 10% equity stake in Oktogon, with any potential conveyance to be perfected in writing. After brief negotiations, the potential deal fell through and no partial ownership was conveyed. Neawedde (through Goldview) continued invoicing Oktogon his regular monthly fee, not the reduced/capped rate contained in the proposal, and no documents were ever transmitted or executed between the parties conferring ownership."

"On or about August 2025, the parties began having regular disagreements. On October 1, 2025, Neawedde was terminated in his role as Oktogon's independent contractor and thereafter had no further legitimate access to use, alter or access Complainant's platforms."

According to a sworn statement by Complainant's CEO:

"On November 18, 2025, Respondent intentionally interfered with DNS settings and disabled both websites, and he subsequently demanded USD 20,000 per month to restore them."

Annexed to the Complaint are emails corroborating the foregoing allegations about Respondent disabling the websites and demanding USD 20,000 per month.

Respondent asserts:

"This proceeding arises from a long-standing business relationship between the parties and a broader contractual and ownership dispute, not from abusive domain name registration or cybersquatting. Respondent independently conceived and registered the disputed domain names years before Complainant asserted trademark rights, then pitched the underlying site concepts to Complainant and permitted Complainant to use the domains openly and continuously for years with full knowledge of Respondent's ownership."

"No agreement ever required Respondent to register the domains in any Oktogon-controlled registrar account or to transfer ownership. Complainant raised no objection until after Respondent's termination in 2025. Numerous UDRP panels have held that such disputes fall outside the narrow scope of the Policy, which is limited to clear cases of cybersquatting." [...]

"At or around the time of registration, Respondent verbally informed [Complainant's CEO Youngman] that Respondent had registered the domain names in his own name and registrar account. Mr. Youngman acknowledged this disclosure and raised no objection. At no time did he instruct Respondent to transfer the domains or to re-register them in any Oktogon-controlled registrar account."

"Oktogon Media, Inc. did not maintain a GoDaddy registrar account at the relevant times. The only GoDaddy account Respondent was aware of was associated with a separate entity and email address Eight Media, Inc. (eightmediainc@[...]), which Respondent understood to be connected to [Youngman], not Oktogon Media, Inc."

"Respondent thereafter pitched the brand and website concepts, which Respondent invented himself, to Complainant and permitted Complainant to operate websites using the disputed domain names with Respondent's consent." [...]

“From 2021 through November 2025, the domains were used for Complainant’s benefit with Complainant’s full knowledge that Respondent remained the registrant.”

“During this more-than-five-year period, Complainant: never objected to Respondent’s ownership, never requested transfer of the domains, never asserted that the domains should have appeared in any Oktogon-controlled, or any other, registrar account, and never identified the absence of these domains from any purported Oktogon registrar account.”

“No written agreement — including Complainant’s Annex 7 to the Complaint — contains any provision addressing domain registration, registrar accounts, or assignment of domain ownership.”

“There is an ongoing dispute between the parties regarding Respondent’s equity interest in Oktogon Media, Inc., currently being addressed by counsel. That dispute provides relevant context but is not submitted for adjudication here.”

Respondent provides no contemporaneous evidence of its having conceived of the prospective brands LOVEHERBOOBS or LOVEHERFILMS. By contrast, annexed to Complainant’s supplemental filing is evidence of Complainant’s affiliate Oktogon registering the domain names <loveherfeet.com> on April 5, 2017 and <lovehercock.com> on March 31, 2019.

Nor is there anything annexed to the Response that constitutes contemporaneous corroboration of the claim that Respondent had told Complainant that it had registered the Domain Names in its own name.

The Domain Names were registered on December 30, 2019, and September 23, 2020, respectively. The Domain Names has been used for websites featuring photographic, audio, video and prose presentations featuring adult entertainment.

## **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 Names.

### **B. Respondent**

The relevant assertions and arguments raised by Respondent are reflected above in the “Factual Background” section. At bottom, Respondent argues that this case is a bona fide business dispute that transcends the limited scope of the UDRP, and hence the Panel should deny the Complaint.

## **6. Discussion and Findings**

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

- (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 that Complainant has trademarks rights in LOVEHERBOOBS and LOVEHERFILMS through registration and use demonstrated in the record.

The Panel also finds that the Domain Names are identical to these marks.

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

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

For each of the Domain Names, 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 the Domain Names. Respondent tries to depict this dispute as a bona fide business dispute featuring nuance sufficient to take this dispute outside the purview of the UDRP. Ultimately, however, the Panel disagrees with Respondent.

Based on the record presented, the Panel finds that Complainant had developed the concept of “Love Her” as the antecedent to its online pornographic offerings. Respondent asserts that it came up with the “Love Her” motif, but provided no evidence in support of this claim. In the Panel’s view, this claim could and should have been supported by contemporaneous evidence if it were true. By contrast, Complainant provided evidence of its having developed the “Love Her” concept before the Domain Names were registered, and before the Parties met (as far as the record shows).

The evidentiary gap on this issue alone is enough for the Panel to have concluded that Respondent lacks credibility in this case. Moreover, the limited evidence provided in the Response does not address their key contentions in the Complaint or Response.

The Panel notes that Complainant hired Respondent for the sole purpose of looking after its IT needs and, where possible, seeking to enhance the strength of the LOVEHERBOOBS and LOVEHERFILMS brands and marks. The written contractual arrangement between the Parties appears to have been casually documented, but it nonetheless appears clear that Respondent was to act solely at the behest of Complainant when registering the Domain Names and setting up the websites.

Respondent’s claim that it registered the Domain Names in its own name is accepted as true, but that act, in these circumstances, is contrary to the clear intent of Complainant, even if the Parties’ relationship went well for several years, and as such is insufficient to support a finding of rights or legitimate interests. Respondent claims that it registered the Domain Names in its own right for its own purposes, but the evidence shows that Respondent charged the Domain Names registrations to Complainant’s sister company.

The Panel notes that Respondent’s claims to believe in its own mind that it is registering a domain name for its own purposes, are directly contrary to its documented actions in charging the principal for whom it is providing IT services for the cost of the registration.

The Panel further repeats its comment that, despite Respondent's assertion that it had told Complainant that it had registered the Domain Names in its own name, Respondent has provided no contemporaneous evidence that any such statement was ever made.

In sum, based on the evidence presented (and the evidence that, if it existed, should have presented but was not presented), the Panel concludes that Respondent's contentions are not credible. The Panel finds on this record that Respondent knowingly registered the Domain Names in its own name with no authority to do so, and has fabricated a story about having told Complainant about it and about Complainant having acquiesced in that arrangement. Coupled with Respondent's other discredited claim about having conceived of the "Love Her" branding theme, the Panel reaches this conclusion without much hesitation.

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

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

For each of the Domain Names, 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 that Respondent has registered and used the Domain Names in bad faith. The Panel incorporates its discussion above in the "Rights or Legitimate Interests" section.

Given the Panel's conclusion that Respondent lacks credibility and has been fabricating its account of the Parties' relationship, the Panel has no difficulty accepting Complainant's allegation that, once the Parties' relationship soured in late 2025, Respondent resorted to extortion and used the Domain Names in aid of this effort. Such conduct plainly runs afoul of the above-quoted Policy paragraph 4(b)(iv). Moreover, while Complainant's registered trademarks were registered in 2024, the record demonstrates that Complainant had developed its "Love Her" branding theme prior to registration of the Domain Names and that due to the nature of the Parties' relationship the Respondent must have been aware of the Complainant's nascent rights when registering the Domain Names.

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 Names <loveherboobs.com> and <loveherfilms.com> be transferred to Complainant.

*/Robert A. Badgley/*

**Robert A. Badgley**

Sole Panelist

Date: January 17, 2026