

ADMINISTRATIVE PANEL DECISION

Bread Financial Payments, Inc. v. Thongchai Duenpen, 78/5 Ramintra
Case No. D2026-0641

1. The Parties

The Complainant is Bread Financial Payments, Inc., United States of America ("United States"), represented by Porter Wright Morris & Arthur LLP, United States.

The Respondent is Thongchai Duenpen, 78/5 Ramintra, Thailand.

2. The Domain Name and Registrar

The disputed domain name <breadpayfinancial.com> is registered with eNom, LLC (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on February 13, 2026. On February 16, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On February 16, 2026, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name which differed from the named Respondent (REDACTED FOR PRIVACY, The RDAP server redacted the value) and contact information in the Complaint. The Center sent an email communication to the Complainant on February 17, 2026, 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 February 18, 2026.

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 February 25, 2026. In accordance with the Rules, paragraph 5, the due date for Response was March 17, 2026. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on March 18, 2026.

The Center appointed Luca Barbero as the sole panelist in this matter on March 23, 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.

4. Factual Background

The Complainant is a wholly owned subsidiary of Bread Financial Holdings, Inc., a publicly traded financial services company founded in 1996. The Complainant was previously known as ADS Alliance Data Systems, Inc. before being renamed to Bread Financial Payments, Inc. in March 2022.

The Complainant is a tech-forward financial services company whose goods and services include, among other things: financing and loan services, banking services (including consumer savings account services), online consumer purchase financing, issuance and financial administration of credit card accounts (including private label and co-branded credit card programs) and providing temporary use of non-downloadable software for facilitating and administering banking, loans, financing of purchases, consumer lending, and credit card applications.

The Complainant is the owner of several trademark registrations for BREAD, BREAD PAY and BREAD FINANCIAL, including the following, as per trademark registration certificates submitted in Annex 13 to the Complaint:

- United States Trademark Registration No. 4814856 for BREAD (word mark), filed on December 15, 2014, and registered on September 15, 2015, in international class 36;
- United States Trademark Registration No. 7237594 for BREAD PAY (word mark), filed on March 10, 2022, and registered on December 5, 2023, in international class 36;
- United States Trademark Registration No. 7305646 for BREAD FINANCIAL (word mark), filed on December 14, 2021, and registered on February 13, 2024, in international class 42; and
- United States Trademark Registration No. 7300264 for BREAD FINANCIAL (word mark), filed on December 13, 2021, and registered on February 6, 2024, in international class 36.

The Complainant is also the owner of several domain names, including <breadpay.com>, <bread.com>, and its primary domain name <breadfinancial.com>, registered on July 3, 2019, and used by the Complainant to promote its services under its trademarks, including the trademarks BREAD FINANCIAL and BREAD PAY, used in connection with consumer loans and credit card services, respectively.

The disputed domain name <breadpayfinancial.com> was registered on December 8, 2025, and at the time of this Decision, it resolves to an inactive website. However, according to the screenshots submitted by the Complainant - which have not been contested by the Respondent - prior to the present proceeding the disputed domain name resolved to an active website, displaying a stylized version of the Complainant's BREAD PAY mark, purporting to offer fast personal loans to consumers, operating under the "Bread Pay Financial", and using a color scheme highly similar to the one used on the Complainant's website.

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 name.

Notably, the Complainant contends that the disputed domain name is confusingly similar to its BREAD-formative marks, including BREAD PAY and BREAD FINANCIAL, as it consists of a clumsy amalgamation of the Complainant's marks BREAD PAY and BREAD FINANCIAL (i.e., the addition of "financial" to Complainant's BREAD PAY mark), followed by the generic Top-Level Domain ("gTLD") ".com", an element that cannot be taken into consideration when adjudging confusing similarity.

The Complainant states that the Respondent does not have any rights or legitimate interests in respect of the disputed domain name since: i) the Respondent registered the disputed domain name long after the Complainant established rights in its BREAD-formative marks; ii) the Respondent is in no way associated to the Complainant, nor is it licensed, permitted or authorized by the Complainant to use the BREAD, BREAD PAY or BREAD FINANCIAL marks in any way including to register the disputed domain name; iii) the Respondent is using the disputed domain name for its own commercial gain by misleading customers and potential customers of the Complainant's financial services by directing them to its own website rather than that of the Complainant. Whether such diversion is for fraudulent purposes (e.g., for identity theft) or to generate leads that are then sold to a third party that offers a loan to unwitting consumers, such use of the disputed domain name is not legitimate.

The Complainant submits that the Respondent registered the disputed domain name in bad faith because it is implausible that the Respondent was unaware of the Complainant as the Respondent chose to use a combination of the Complainant's marks BREAD PAY and BREAD FINANCIAL, adding the word "financial" to the Complainant's BREAD PAY mark. Moreover, the Complainant points out that the disputed domain name resolves to a webpage purporting to offer consumer loans, in competition with the Complainant's lending services, which is further evidence that the Respondent knew of the Complainant's marks and their connection to the lending activities of the Complainant.

The Complainant further contends that the disputed domain name is being used to attract consumers to the Respondent's website by creating a likelihood of confusion with the Complainant and its marks, purporting to offer loans to consumers for commercial gain. The Complainant submits that, whether the Respondent is offering loans to website visitors, collecting personal information from visitors to commit identity theft or collecting personal information that is then sold to third-party lenders (i.e., lead generation), the Respondent is using a confusingly similar domain name to trade off the reputation and goodwill of the Complainant and to disrupt the Complainant's business.

B. Respondent

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

6. Discussion and Findings

According to paragraph 15(a) of the Rules: "A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable." Paragraph 4(a) of the Policy directs that the Complainant must prove each of the following:

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

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 name. WIPO Overview of WIPO Panel Views on Select UDRP Questions (["WIPO Overview 3.1"](#)), section 1.7.

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.2.1. Indeed, the Complainant has provided evidence of valid United States trademark registrations for BREAD, BREAD PAY, and BREAD FINANCIAL.

The entirety of the BREAD and BREAD PAY marks is reproduced within the disputed domain name and also the trademark BREAD FINANCIAL is recognizable in the disputed domain name as both terms "bread" and "financial" encompassed in the mark are included in the disputed domain name. Accordingly, the disputed domain name is confusingly similar to the marks for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.7.

In addition, the gTLD ".com" can be disregarded under the first element confusing similarity test, being a standard registration requirement. [WIPO Overview 3.1](#), section 1.11.1.

Therefore, the Panel finds 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 a disputed domain name.

Although the overall burden of proof in UDRP proceedings is on the complainant, panels have recognized that proving that 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 3.1](#), 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 name. 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 name such as those enumerated in the Policy or otherwise.

According to the records, there is no relationship between the Complainant and the Respondent, and the Complainant has not authorized the Respondent to register or use its trademarks or the disputed domain name. Moreover, there is no evidence from which the Panel could infer that the Respondent has rights over the disputed domain name, or that the Respondent might be commonly known by the disputed domain name.

Furthermore, there is no evidence showing that the Respondent has made use of, or preparations to use, the disputed domain name in connection with a bona fide offering of goods or services or a legitimate noncommercial use without intention to misleadingly divert consumers or to tarnish the Complainant's marks.

Indeed, even though the disputed domain name does not currently resolve to an active website, based on the evidence provided by the Complainant – which has not been contested by the Respondent – it previously resolved to an active website, displaying a stylized version of the Complainant's BREAD PAY mark, purporting to offer fast personal loans to consumers under the name "Bread Pay Financial", and using a color scheme highly similar to the color scheme used on the Complainant's website, thereby creating a likelihood of confusion and association with the Complainant and its trademarks. Indeed, it appears that the Respondent has attempted to use the disputed domain name to impersonate the Complainant in order to possibly obtain users' personal data for potentially fraudulent purposes.

Panels have held that the use of a domain name for illegal activity such as claimed passing off, or other types of fraud, can never confer rights or legitimate interests on a respondent. [WIPO Overview 3.1](#), section 2.13.1.

Therefore, the Panel finds the second element of the Policy has also 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.

In the present case, the Panel finds that, in light of i) the prior registration and use of the trademarks BREAD, BREAD PAY, and BREAD FINANCIAL by the Complainant; and ii) the promotion of the Complainant's trademarks online via the website "www.breadfinancial.com"; the Respondent knew or should have known of the Complainant's trademark at the time of registration of the disputed domain name. [WIPO Overview 3.1](#), section 3.2.2.

Moreover, considering the composition of the disputed domain name and the Respondent's above-described use of the disputed domain name, the Panel finds that the Respondent was actually aware of the Complainant at the time of registering the disputed domain name.

The Panel also finds that the use of the disputed domain name to redirect users to a website, displaying a stylized version of the Complainant's BREAD PAY mark, purporting to offer personal loans, which are the same services offered by the Complainant, under the name "Bread Pay Financial", and using a color scheme highly similar to the one used on the Complainant's website, suggests that the Respondent intentionally attempted to attract Internet users to its website for commercial gain, by creating a likelihood of confusion with the Complainant's marks as to the source, sponsorship, affiliation or endorsement of the website according to paragraph 4(b)(iv) of the Policy.

The disputed domain name currently does not resolve to an active website. Panels have found that the non-use of a domain name, would not by itself prevent a finding of bad faith under the doctrine of passive holding. To the contrary, in looking at the totality of circumstances in each case, panels have found that the registration and non-use of a domain name can still constitute bad faith for purposes of the Policy. [WIPO Overview 3.1](#), section 3.3. Having reviewed the available record, the Panel notes the distinctiveness of the Complainant's trademarks in its sector, the composition of the disputed domain name and its prior use made by the Respondent, and finds that in the circumstances of this case the passive holding of the disputed domain name does not prevent a finding of bad faith under the Policy.

Therefore, the Panel finds that the Complainant has established the third element of the Policy as well.

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 name <breadpayfinancial.com> be transferred to the Complainant.

/Luca Barbero/

Luca Barbero

Sole Panelist

Date: April 6, 2026