

ADMINISTRATIVE PANEL DECISION

Lazarus Enterprises, Inc. v. Ariel Elizarov
Case No. D2026-1139

1. The Parties

The Complainant is Lazarus Enterprises, Inc., United States of America (“United States”), represented by Nelson Mullins Riley & Scarborough LLP, United States.

The Respondent is Ariel Elizarov, United States, self-represented.

2. The Domain Names and Registrar

The disputed domain names <lazarusai.com> and <lazarus.enterprises> are registered with Squarespace Domains II LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on March 7, 2026. On March 17, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain names. On March 17, 2026, 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 verified that 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 March 23, 2026. In accordance with the Rules, paragraph 5, the due date for Response was April 12, 2026. On April 10, 2026, the Respondent requested an extension under paragraph 5(b) of the Rules, which the Center granted on April 13, 2026, setting the due date for Response as April 16, 2026. The Response was filed with the Center on April 16, 2026.

The Center appointed W. Scott Blackmer as the sole panelist in this matter on April 21, 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.

The Complainant submitted a supplemental filing on April 23, 2025, and the Respondent objected on April 24, 2025, seeking permission to file a supplemental filing in the event that the Complainant's supplemental filing is accepted.

4. Factual Background

This proceeding is a refiling of a recently decided UDRP proceeding, *Lazarus Enterprises, Inc. v. Ariel Elizarov*, WIPO Case No. [D2026-0072](#) ("*Lazarus I*") involving the same parties and the same disputed domain names. The refiling issue is addressed in the Discussion and Findings below as a preliminary matter.

The Complainant is a software development company headquartered in Boston, Massachusetts, United States. The Complainant claims common law trademark rights in LAZARUS as a word mark and in its LAZARUS figurative logo with the textual element "LAZARUS", both used since 2019 in connection with AI products and services. The Complaint includes evidence of industry and media recognition of its AI products and services and their broad deployment, particularly in the health insurance industry in the United States.

It is undisputed that the Respondent Ariel Elizarov, the founder of the Complainant, initially registered the disputed domain name <lazarus.enterprises> on October 5, 2017, in his individual capacity and with his own money, incorporated a Massachusetts corporation called Lazarus Enterprises on October 9, 2017, and then registered the disputed domain name <lazarusai.com> on May 23, 2018, again in his own name and with his own money. The Massachusetts corporation was then succeeded by a Delaware corporation, the current Complainant, on December 13, 2019. In connection with that succession, the Respondent continued to serve as CEO of the new company. In the current proceeding, the Complainant presents evidence that the Parties negotiated a Stock Restriction Agreement and Technology Assignment Agreement, the latter of which would have assigned ownership of the disputed domain names to the Complainant, but the Respondent disputes that such agreements were finalized. It is undisputed that the Complainant used the disputed domain names in its business and paid for the renewal of their registrations from 2019 onward.

The Parties fell out in late 2025. The Complainant says the Respondent retired as CEO and as a board member in October 2025, and the board appointed a new CEO. The Respondent maintains that he remains the majority shareholder and acted with authority in December 2025 to dismiss the new CEO, becoming since then the Complainant's sole executive officer and sole director. While the disputed domain names continue to resolve to the website advertising the Complainant's services, the Respondent has retained control of the disputed domain names, revoking access authorizations for other persons connected with the Complainant toward the end of December 2025. This action triggered the UDRP complaint in the *Lazarus I* proceeding.

The Panel in *Lazarus I* found that the Complainant had not met its burden under the Policy, paragraph 4(a), of showing that the disputed domain names were registered in bad faith. It was undisputed that the Respondent registered the disputed domain names before the Complainant was formed and began to use LAZARUS as a trademark, but the Panel recognized that the Respondent could have been aware of the Complainant's "nascent trademark right" that would later vest. WIPO Overview of WIPO Panel Views on Select UDRP Questions ("[WIPO Overview 3.1](#)"), section 3.8.2. Nevertheless, the Respondent argued that as a founder and principal of the Complainant's predecessor, he acted with authority and in good faith in registering the disputed domain names.

The Panel found that the facts surrounding the subsequent corporate arrangements to assign ownership were disputed, and the Panel concluded that these factual issues would require discovery and cross-examination “which are not possible under the Policy”.

Under these circumstances, the Panel was “unable to ascertain which version of events should influence the disposition of the [disputed domain names]” and ruled simply that the Complainant had not met its burden of establishing bad faith at the time of registration. For similar reasons, the Panel declined to rule that the Complainant had engaged in Reverse Domain Name Hijacking (“RDNH”) in pursuing the UDRP complaint.

5. Parties’ Contentions

A. Complainant

The Complainant contends that a refiling of the Complaint is warranted and that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain names.

Notably, the Complainant contends that there is “newly discovered documentary evidence regarding the true and correct legal owner of the [disputed domain names]”, calling into question “the veracity of factual statements” made by the Respondent in his declaration submitted in *Lazarus I*, “which amount to perjured evidence”. The Complainant asserts that this requires further examination of the elements of the UDRP Complaint. The Complainant does not detail its charges of perjury, but the reference to newly discovered evidence presumably relates to the annexed copies of the 2019 Stock Restriction Agreement and Technology Assignment Agreement mentioned above, which, according to the Complainant, assigned the disputed domain names as well as intellectual property rights from the Respondent to the Complainant, supported by the Declaration of A.P., the Complainant’s sole Director of the Board appointed in October 2025 after the Respondent’s resignation. The copies of these agreements and their annexes furnished with the Complaint are not fully executed by both parties. The Declaration of A.P. states that the “Complainant is in the process of tracking down and obtaining from Complainant’s previous counsel a copy of the fully executed Agreement”.

The Complainant then proceeds to repeat its claims and evidence for common law protection of the LAZARUS mark. (The Panel in *Lazarus I* did not rule on this point, because of its finding on the third element.) The Complainant further contends that the Respondent has no legitimate rights to the disputed domain names, given the 2019 Technology Assignment Agreement, and arguing that in any event he registered the disputed domain names on behalf of the Complainant as the beneficial owner. The Complainant restates its case for treating December 25, 2025, when the Complainant tried and failed to log into the Registrar’s account for the disputed domain names, as the “Operative Registration Date” that effectively amounts to an unauthorized transfer and acquisition of the disputed domain domains by the Respondent, citing [WIPO Overview 3.1](#), section 3.9. Thus, the Complainant urges the Panel to treat that as the date on which the Respondent registered the disputed domain names in bad faith, having no legitimate claim to them or to the corresponding LAZARUS marks.

B. Respondent

The Respondent contends that the refiled Complaint should not be accepted and that the Complainant has not satisfied the second and third elements required under the Policy for a transfer of the disputed domain names (the Respondent does not challenge the Complainant’s claim to common law LAZARUS marks).

The Respondent questions whether the Technology Assignment Agreement is really new or previously undiscoverable evidence and argues that it should not be considered because it is not complete, not fully executed, not proven to be genuinely signed by the Respondent, and not

introduced by a proper official of the Complainant (as the Respondent claims authority as majority shareholder to have dismissed the Declarant A.P. in December 2025). The Respondent, in a new Declaration, denies any recollection of signing either the Technology Assignment Agreement or the Stock Restriction Agreement and suggests that the copies submitted by the Complainant are drafts that were never finalized.

In any event, the Respondent argues that any such agreements in 2019 would not alter the fact that he initially registered the disputed domain names in 2017 and 2018 in good faith. The Respondent points out that the Complainant must still rely on the theory that the Respondent's denial of access to the disputed domain names in December 2025 amounts to their "transfer" and creates a new "operative registration date" for purposes of assessing bad faith in their registration. The Respondent observes that the cases cited in [WIPO Overview 3.1](#), section 3.9 on determining the operative registration date for Policy purposes all concern third parties that acquired a domain name after its initial registration by another party. Here, the disputed domain names have always been registered to the Respondent. The Respondent updated administrative credentials with the Registrar in December 2025 but did not change the registrant of record.

The Respondent counters the Complainant's allegation of perjury by reaffirming the truth of each statement in his Declaration filed with his Response in *Lazarus I*, with additional supporting documents showing that he has always been the majority shareholder in the Complainant and followed Bylaws procedures in removing and replacing A.P. as sole director and executive officer in December 2025.

The Respondent requests a finding of Reverse Domain Name Hijacking ("RDNH") against the Complainant for refiling the Complaint.

6. Discussion and Findings

6.1. Preliminary Matters

A. Supplemental Filings

The Rules provide for a Complaint and Response and do not contemplate repeated amendments and supplemental filings. Paragraph 10 of the Rules gives the Panel "the authority to determine the admissibility, relevance, materiality and weight of the evidence, and also to conduct the proceedings with due expedition". Paragraph 12 of the Rules provides that it is in the Panel's sole discretion to request further statements or documents from the Parties. Unsolicited filings are generally discouraged and tend to be permitted exceptionally where additional supporting evidence is required, a relevant claim has not been addressed, or fairness calls for an opportunity to respond to the opposing party. [WIPO Overview 3.1](#), sections 4.6, 4.7.

Here, the Complainant's supplemental filing refers to the December 2019 agreements already in evidence, which are incomplete or executory at best, and further elaborates the theory suggested in the Complaint that the Complainant is or became the owner of the disputed domain names. This is not new, supporting evidence of a relevant claim that was not or could not have been addressed in the original pleading. Therefore, the Panel declines to accept the Complainant's supplemental filing.

B. Refiled Complaint

The consensus view of WIPO UDRP panels, as summarized in [WIPO Overview 3.1](#), section 4.18, is that refiled complaints should be treated as "exceptional" and are accepted "only in highly limited circumstances such as (i) when the complainant establishes that legally relevant developments, that would directly and materially impact the basis for the prior denial, have occurred since the original UDRP decision; (ii) a breach of natural justice or of due process has objectively occurred; (iii) where

serious misconduct in the original case (such as perjured evidence) that influenced the outcome is subsequently identified; (iv) where new material evidence related to the basis for the prior denial that was reasonably unavailable to the complainant during the original case is presented; or (v) where the case has previously been decided (including termination orders) expressly on a ‘without prejudice’ basis”. The Panel will assess the refiled Complaint according to this standard to avoid vexatious relitigation of issues and potential abuse of the UDRP procedure.

The Panel in *Lazarus I* did not render its decision on a “without prejudice” basis, and the Complainant does not allege that the proceeding was compromised by serious misconduct or reflects a “breach of natural justice or of due process”. Rather, the Complainant argues that refiling is warranted because it has discovered the 2019 Stock Restriction Agreement and Technology Assignment Agreement, albeit in incomplete versions, and because it believes the Respondent perjured himself in his Declaration submitted with the Response in *Lazarus I*. These arguments are contested.

The 2019 agreements and their various annexes are problematic from an evidentiary perspective (they are not all signed and dated, to begin with), and they are clearly linked – they cross-reference each other – so the Panel is unwilling to accept the Technology Assignment Agreement alone, with disputed evidence of its signature by the single signing party. Thus, when the Respondent declares that the documents represent drafts that were never finalized and executed, the Panel is effectively left in the same position as the Panel in *Lazarus I*, facing a corporate and contractual dispute that requires evidentiary discovery beyond its capacity to resolve on the documentary record in a limited UDRP proceeding. Moreover, the Complainant does not explain why these agreements, presumably in the custody and control of the Complainant, could not have been discovered and produced in the *Lazarus I* proceeding. In any event, executory agreements to transfer the disputed domain names in 2019 would not be dispositive on the issue of the Respondent’s alleged bad faith in 2017 and 2018 in registering the disputed domain names in the first place. The Complainant’s effort to shift the date of the Respondent’s deemed acquisition to December 2025 as the “operative registration date”, when the Respondent denied administrative access to others, is unpersuasive and unprecedented per [WIPO Overview 3.1](#), section 3.9. That was an administrative update, not a new acquisition of the disputed domain names by the Respondent, who remained the registrant.

As for “perjury” in the Respondent’s Declaration, the Parties obviously dispute the course of events at the end of 2025 and their respective legitimacy as directors and officers of the Complainant. However, the Respondent has at least colorable claims to legitimacy arising from his majority shareholding under the Bylaws. Based on the documents submitted with the Response in this proceeding, he seems at least to have respected the formalities of supplying notice and recording necessary board actions. It is beyond the purview of this UDRP proceeding to make a more refined determination of the Parties’ respective rights under relevant corporate and contract law. Moreover, the documents submitted on refiling are incomplete, the Parties’ Declarations are inconsistent, and contemporary emails refer to oral agreements. In a UDRP proceeding with no opportunities for discovery and cross-examination, the Panel cannot rule on this record that any particular statement in the Respondent’s Declaration in *Lazarus I* has been revealed to be materially false so as to warrant a refiling of the Complaint under the applicable standards.

Accordingly, the Panel declines to accept the refiled Complaint.

C. Reverse Domain Name Hijacking

Paragraph 15(e) of the Rules provides that, if after considering the submissions, the Panel finds that the Complaint was brought in bad faith, for example in an attempt at RDNH or to harass the domain-name holder, the Panel shall declare in its decision that the Complaint was brought in bad faith and constitutes an abuse of the administrative proceeding. The mere lack of success of the complaint is not, on its own, sufficient to constitute RDNH. [WIPO Overview 3.1](#), section 4.16.

The Panel in *Lazarus I* declined to find RDNH, and this Panel similarly declines to do so. The Panel notes that the Complainant still relies on the disputed domain names to conduct its business and likely has experienced some turmoil due to the contested changes in corporate leadership and recent change in corporate counsel; it is not entirely surprising that there is difficulty in locating documents and pressure to refile the Complaint. The Complainant, which bears the burden of proof in this proceeding, has not prevailed, but the Panel is reluctant to ascribe bad faith to either Party in these circumstances, where the documentary evidence is inconclusive and the relevant witnesses are contradictory and cannot be examined as they could be in another.

7. Decision

For the foregoing reasons, the Complaint is denied.

/W. Scott Blackmer/

W. Scott Blackmer

Sole Panelist

Date: April 29, 2026