ARBITRATION
AND
MEDIATION CENTER

WIPO
WORLD
INTELLECTUAL PROPERTY
ORGANIZATION

ADMINISTRATIVE PANEL DECISION

Smile Carolina Dental Group (S-Corporation) v. Trent Arkema,
iTrac LLC d/b/a Amplify360
Case No. D2026-1906

1. The Parties

The Complainant is Smile Carolina Dental Group (S-Corporation), United States of America ("United States"), internally represented.

The Respondent is Trent Arkema, iTrac LLC d/b/a Amplify360, United States.

2. The Domain Name and Registrar

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

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on May 2, 2026. On May 4, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On May 5, 2026, the Registrar transmitted by email to the Center its verification response providing additional registrant and contact information for the disputed domain name which differed from the named Respondent (iTrac LLC d/b/a Amplify360) and contact information in the Complaint. The Center sent an email communication to the Complainant on May 6, 2026, requesting the Complainant to submit an amended Complaint to cure formal deficiencies. The Complaint filed an amended Complaint on May 6, 2026. On May 7, 2026, the Center provided the Complainant with the additional registrant information as provided by the Registrar.

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 May 8, 2026. In accordance with the Rules, paragraph 5, the due date for Response was May 28, 2026. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on May 29, 2026.

The Center appointed W. Scott Blackmer as the sole panelist in this matter on June 4, 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 dental practice in the State of South Carolina, United States, organized as an "S-Corporation" for federal tax purposes. The Complaint offers little detail about the Complainant, its business, or its mark. However, the website advertising the Complainant's practice at "www.smilecarolinasc.com" (which remains associated with the disputed domain name) indicates that the group practice consists of two dentists, one of whom represents the Complainant in this proceeding.

The Complainant does not have a registered trademark but asserts common law rights in SMILE CAROLINA DENTAL GROUP as an unregistered service mark. In support of this claim, the Complaint attaches screenshots of the Complainant's website, which is headed "Smile Carolina Dental Group", as well as Google Search Console results showing Google customer reviews referring to the Complainant by the same name in 2013.

The disputed domain name was created on March 1, 2021, and is registered to the Respondent Trent Arkema of the organization Amplify360, showing a postal address in the State of Georgia, United States. The contact email address given in the registration details uses the domain name <amplify360.com>, which resolves to the website of "Amplify360" advertising "Proven dental marketing services that drive real growth". The "About Us" page of the Amplify360 website describes Amplify360 as "part of the Alatus family of companies" supporting dentistry practices. A perusal of the site does not reveal the name or location of an actual legal entity, even in the copyright notice, the "About Us" page, the "Contact" page, the terms of use, the privacy notice, the terms of acceptable use, and the statement of governmental compliance. The Panel notes that there is an "Alatus" group website at "www.alatussolutions.com" describing the group as "the new itrac", anchored by Amplify360 and two other enterprises that provide specialized services to dental practices. Amplify360 is described as one of the Alatus "brands".

The Complaint attaches a copy of a "Practice Growth System Acceptance Agreement" (the "Marketing Agreement") dated July 31, 2024, between "Jeffrey H. Johnson / Smile Carolina Dental Group" and "iTrac LLC d/b/a Amplify360" ("iTrac") for the latter to establish a "digital presence" for the Complainant, including a website and Google Ads marketing. The Panel notes that according to the online database of the Delaware Secretary of State, iTrac is a limited liability company formed under the laws of the State of Delaware on January 27, 2020.[1] The online database of the Georgia Corporations Division shows that iTrac has been registered as a Delaware LLC doing business in Georgia since June 6, 2022, with a principal office in Brookhaven, Georgia, at the same address given for "Amplify360" in the registration details of the disputed domain name.

Nothing in the record further identifies the Respondent Trent Arkema or his role; he was likely an iTrac employee who registered the disputed domain name in the course of providing Amplify360-branded marketing services to the Complainant in 2024 and 2025. Accordingly, the Panel refers hereafter to Trent Arkema and to iTrac LLC d/b/a Amplify360 collectively as the "Respondent", except where otherwise indicated.

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[1] Noting the general powers of a panel articulated in paragraphs 10 and 12 of the Rules, it is commonly accepted that a panel may undertake limited factual research into matters of public record, as the Panel has done in these proceedings. WIPO Overview of WIPO Panel Views on Select UDRP Questions ("WIPO Overview 3.1"), section 4.8.

The Complainant gave iTrac written notice of termination of the Marketing Agreement on July 14, 2025, and engaged legal counsel to send a letter dated August 15, 2025, to the CEO of iTrac (d/b/a Amplify360), which is attached to the Complaint. The letter is a demand for termination of the Marketing Agreement effective as of July 14, 2025, refund of certain fees, and cease-and-desist from tortious interference (allegedly changing the Complainant's Google business profile to misdirect consumers to another business). The letter did not mention the disputed domain name or service mark rights.

General counsel for "Amplify360" responded by email on August 18, 2025, with a proposed "separation agreement", threatening to "countersue" the Complainant but proposing a settlement under which the Complainant would pay a sum to the Respondent and in return the Respondent would waive the balance of contractual fees due and transfer "the IP for any/all marketing materials it previously created" for the Complainant, including website content. Clause 4 of the "Contractual Release and Settlement Agreement" proposed by Amplify 360 and attached to the reply letter indicated "B) Domain Name: Agency shall transfer any domain name managed on behalf of Client to Client via GoDaddy account transfer or by unlocking the domain name". The Respondent stated among other things that the changed telephone number on the website was caused by either simple human error or software error, quickly corrected

The Parties did not reach an agreement on settlement.

Section 4 of the Marketing Agreement, "Ownership of Marketing Materials", provides as follows:

"You will own the intellectual property rights for any written content, website design, photographs, videos, and graphics produced by Amplify360 following the Initial Term of the Agreement. You may transfer a domain name to Amplify360, or request that Amplify360 provide you with a domain name. You will retain ownership of any/all domain names, however, in order to prevent any downtime to your internet presence that could be caused by a lapsed domain registration, Amplify360 shall manage the domain names within their agency accounts until the expiration of this Agreement."

In email correspondence in November 2025, counsel for Amplify360 quoted the first sentence of this provision, suggesting that the Complainant did not yet own any intellectual property, presumably because the Complainant gave notice of termination and stopped paying fees less than a year after the start date of an 18-month initial term. Counsel advised that "we will be unable to transfer the website or other marketing assets until this issue is resolved/settled".

The Parties did not reach an agreement, however, and the Complaint attaches evidence showing that the Respondent continues to control the disputed domain name and publish the Complainant's website, while refusing to give the Complainant access to manage the website content. The Complainant also demonstrates that after this proceeding was initiated, the Respondent claimed Verified Owner status of the disputed domain name with the Google Search Console, allowing the Respondent to control how the Complainant's website is indexed and viewed online for search purposes.

The Complainant has appealed for redress to the Registrar, Google Business Profile, ICANN, Cloudflare (the web hosting service), the South Carolina Department of Consumer Affairs, the Federal Trade Commission, and the Complainant's congressional representative.

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 identical or confusingly similar to its common law service mark SMILE CAROLINA DENTAL GROUP. The Complainant contends that the Respondent has no rights or legitimate interests in the disputed domain name but registered it only on behalf of the Complainant as part of a marketing services engagement that is now terminated, pursuant to the Marketing Agreement that "expressly confirms that Complainant owns all domain names". The Complainant argues that the Respondent's conduct in retaining and operating the disputed domain name and related website and search engine optimization without authorization, after termination of the Marketing Agreement, constitute bad faith under the Policy.

B. Respondent

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

6. Discussion and Findings

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 3.1, section 1.7.

The Panel finds the Complainant has established unregistered trademark or service mark rights for the purposes of the Policy. WIPO Overview 3.1, section 1.3. While the record is slim, it does show that at least one of the dentists that form the Complainant has been practicing since 2013 under the name SMILE CAROLINA DENTAL GROUP. The Panel notes that the Complainant has provided evidence of it being used as an unregistered service mark online and in signage, with a design logo featuring those words, as shown in photographs on the Complainant's website. The Panel notes that the same logo and words appear on the Complainant's social media sites, which are linked from the Complainant's website. The Panel finds this evidence sufficient to establish proof of acquired secondary meaning for Policy purposes.

The Panel finds the mark is recognizable within the disputed domain name. The words "smile" and "carolina" from the Complainant's mark are reproduced in the disputed domain name. Although the addition of the term "sc" may bear on the assessment of the second and third elements, it does not prevent a finding of confusing similarity under the Policy.. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. WIPO Overview 3.1, sections 1.7 and 1.8.

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.

The Marketing Agreement expressly contemplated that all domain names would remain the property of the client, in this case the Complainant. The Respondent did not submit a Response in this proceeding, but in an email to the Complainant, the Respondent's counsel quoted a sentence from the Marketing Agreement concerning intellectual property ownership, indicating that intellectual property did not transfer to the Complainant until the end of the initial term of the Marketing Agreement (which the Complainant had preempted by early termination or breach). The Panel does not find this to be apposite to the Policy question of the Respondent's legitimate interests, however. Domain names are online addresses; they are not automatically protected as intellectual property unless they also function as trademarks, and the record does not support such a conclusion for the disputed domain name in this case. Section 4 of the Marketing Agreement has an express provision covering the treatment of domain names:

"You [the client, i.e., the Complainant] will retain ownership of any/all domain names, however, in order to prevent any downtime to your internet presence that could be caused by a lapsed domain registration, Amplify360 shall manage the domain names within their agency accounts until the expiration of this Agreement."

On a plain reading of this provision, the Respondent has no ownership rights to the disputed domain name, and there is no indication here that the Respondent was obliged to retain management of the disputed domain name to avoid a lapse of domain registration. The Complainant gave notice of early termination of the Management Agreement. The Parties may well dispute whether there was a breach of contract and by whom, what money is owed, and the conditions for transferring intellectual property works for hire created by the Respondent; those are contractual issues outside the scope of this UDRP proceeding. But the Management Agreement does not appear to leave room for doubt that, at least for Policy purposes, the Respondent has no claim of rights or interests to the disputed domain name.

The Panel finds the second element of the Policy has 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. These all require demonstrating an intent to exploit the Complainant's mark.

In the present case, the Panel notes that the Respondent was performing marketing and related information technology services for the Complainant and so was clearly aware of the Complainant and its unregistered service mark. The Respondent prepared and operated the Complainant's website displaying the same logo featuring the SMILE CAROLINA DENTAL GROUP mark used by the Complainant since at least 2013.

The Policy requires evidence of bad faith both in the registration and use of the disputed domain name, and the Complainant (who is not represented by legal counsel in this proceeding) cites only instances of the Respondent's conduct after this dispute arose: maintaining control of the disputed domain name and associated website and search engine marketing, as well as allegedly changing the telephone number on the website deliberately to interfere with the Complainant's business. One of the examples of bad faith given in the Policy, paragraph 4(b)(iii), is disrupting the business of a "competitor", and that concept has been interpreted broadly to apply to "a person who acts in opposition to another" for some means of commercial gain, direct or otherwise (WIPO Overview 3.1, section 3.1.3). This concept of adversity could extend to the Respondent in trying to gain leverage in settlement negotiations with the Complainant.

However, there remains the issue of establishing bad faith in the initial registration of the disputed domain name. This is a recurring problem where a website developer, employee, or other third party registers a domain name in its own name for subsequent use by a client or employer. The Complainant acknowledges that the Respondent registered the disputed domain name with the Complainant's knowledge and consent, as the Respondent was acting pursuant to the Marketing Agreement. As detailed above, however, that Marketing Agreement on its face expressly provides that domain names are owned by the client (the Complainant), whether registered by the client or by the Respondent. The Marketing Agreement treats domain names differently from "IP" (intellectual property) for marketing materials created by the Respondent, which is only transferred to the client at the end of the initial term of the agreement. It is a fair question whether the Respondent intended to abide by this distinction when registering the disputed domain name or only to use domain names as well as website content as leverage in any subsequent contract disputes. If the Respondent had followed the terms of the Marketing Agreement after receiving notice of early termination and withheld intellectual property such as the website content while engaging in settlement discussions, but refrained from blocking the Complainant's access to the disputed domain name itself, the Panel could more readily infer good faith at the time the Respondent registered the disputed domain name. But the Respondent did not do that. The Respondent has consistently treated the disputed domain name like intellectual property that it could control until it resolved the contractual dispute to its satisfaction, and the Respondent's general counsel, in an email exchange, cited only the agreement's provisions concerning intellectual property while insisting on a global resolution of the dispute, implicitly mischaracterizing the disputed domain name as intellectual property created by the Respondent. The Respondent has not come forward in this proceeding to defend its legal position or offer an alternative explanation for its conduct.

Paragraph 4(b) of the Policy sets out a list of non-exhaustive circumstances that may indicate that a domain name was registered and used in bad faith, but other circumstances may be relevant in assessing whether a respondent's registration and use of a domain name is in bad faith. WIPO Overview 3.1, section 3.2.1. While each case must be judged on its circumstances, the Panel considers that the practice of a website developer registering a domain name for a client in the developer's name as a means of ensuring payment for services, as appears to be the case on this record, generally should be deemed an indicator of bad faith in the registration and use of a domain name for Policy purposes, unless the Parties agree that the website developer obtains a security interest in the domain name. Here, to the contrary, the Marketing Agreement gave the false impression that the Complainant would retain the disputed domain name, no matter which Party registered it, but the evidence indicates that the Respondent retained control of it. In effect, the agreement drafted by the Respondent lulled the Complainant into letting the Respondent manage but also register the disputed domain name. Such practice is not consistent with a general understanding of good faith under the Policy.

The Panel finds that the Complainant has established the third element of 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 name <smilecarolinasc.com> be transferred to the Complainant.

/W. Scott Blackmer/
W. Scott Blackmer
Sole Panelist
Date: June 15, 2026