ARBITRATION
AND
MEDIATION CENTER

WIPO
WORLD
INTELLECTUAL PROPERTY
ORGANIZATION

ADMINISTRATIVE PANEL DECISION

QUOBLY v. Chris Dolland
Case No. D2026-2518

1. The Parties

The Complainant is QUOBLY, France, represented by GALIA PARTNERS, France.

The Respondent is Chris Dolland, United States of America ("United States"), represented by ESQwire.com PC, United States.

2. The Domain Name and Registrar

The disputed domain name <quobly.com> is registered with PDR Ltd. d/b/a PublicDomainRegistry.com (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on June 10, 2026. On June 10, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On June 11, 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 June 15, 2026. In accordance with the Rules, paragraph 5, the due date for Response was July 5, 2026. On June 29, 2026, the Respondent requested the automatic four day extension to the Response due date under paragraph 5(b) and an additional four day extension until July 13, 2026 under paragraph 5(e) of the Rules. On the same day, the Center granted the requested extension under paragraph 5(b) of the Rules, setting the Response due date as July 9, 2026, and invited the Complainant to comment on the Respondent's request under paragraph 5(e) of the Rules. The Complainant did not object to the Respondent's request and, accordingly, the Center set the extended Response due date at July 13, 2026. The Response was filed with the Center July 13, 2026.

The Center appointed Assen Alexiev, Joseph Dalby SC, and Jeffrey Neuman as panelists in this matter on August 10, 2026. The Panel finds that it was properly constituted. Each member of 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 French start-up company. It was incorporated in November 2022 under a different name and changed its name to "Quobly" in July 2023. The Complainant is active in the quantum computing research, development and design, and in the commercialisation, management, and operation of quantum computers and components. The Complainant maintains its official website at the domain name <quobly.io>, registered on June 21, 2023.

The Complainant is the owner of the following trademark registrations for QUOBLY (the "QUOBLY trademark"):

− the French trademark QUOBLY with registration No. 4971890, applied for on June 23, 2023 and registered on October 13, 2023 for goods and services in International Classes 9, 37, 41, and 42; and

− the International trademark QUOBLY with registration No. 1777049, registered on December 19, 2023 for goods and services in International Classes 9, 37, 41, and 42.

The Respondent is a former real estate appraiser and is currently an insurance producer licensed to operate in eight states in the United States.

The disputed domain name was originally registered by the Respondent in 2014, and its registration expired in 2015. The Respondent re-registered it later in the same year, maintained it for several years, and after its registration expired in 2022, registered it again on September 10, 2022.

The disputed domain name resolves to a "For Sale" landing page with a contact form for interested purchasers.

5. Parties' Contentions

A. Complainant

The Complainant states that the disputed domain name is confusingly similar to its QUOBLY trademark, because it identically reproduces the trademark. The Complainant maintains that its trade name and trademark are fanciful and have no meaning, even though the "q" might evoke the "quantic" universe, and that the Complainant has achieved significant reputation in different countries where its services have been used since 2022.

According to the Complainant, the Respondent has no rights or legitimate interests in respect of the disputed domain name, because the Complainant has never allowed it to register or use any domain name incorporating its QUOBLY trademark, there is no connection between the Respondent and the Complainant, and the Respondent is not known under the disputed domain name.

According to the Complainant, the Respondent has not used the disputed domain name in connection with a bona fide offering of goods or services. The Complainant notes that in 2023, when it decided to adopt "Quobly" as its trade name and trademark, the disputed domain name was not in use and had been reserved anonymously, so the Complainant could not determine its owner or whether there was a likelihood of confusion with regard to the Complainant's activities. The Complainant adds that, since at least July 2024, the landing page of the disputed domain name offers it for sale and displays automatically generated pictures and text with no meaning.

The Complainant contends that the disputed domain name was registered and is being used in bad faith. According to the Complainant, the Respondent acted in bad faith both when registering the disputed domain name and in maintaining its registration, and the fact that it was registered before the registration of the QUOBLY trademark by the Complainant does not prevent a finding of bad faith.

The Complainant points out that the website at the disputed domain name has never been used, and maintains that its passive holding shows that its registration was made with a fraudulent intention to resell it at a later date with substantial profit.

The Complainant submits that on July 18, 2024, the Respondent contacted it directly for the first time through the LinkedIn messenger, and the Parties exchanged some correspondence. On December 4, 2024, the Respondent offered to sell the disputed domain name for USD 150,000, and in March 2025, it stated that it wanted to check again with the Complainant before trying an alternative buyer. The Complainant submits that the fact that the Respondent initiated the contact the Complainant shows that the Respondent registered the disputed domain name for the purposes of selling it to the owner of a corresponding trademark for valuable consideration in excess of the Respondent's out-of-pocket costs.

The Complainant notes that on August 13, 2025 it sent a cease-and-desist letter to the Respondent, and received a reply from the Respondent's counsel.

B. Respondent

The Respondent states that he first registered the disputed domain name in March 2014, which was more than eight years before the Complainant, under its prior name of Siquance, came into existence, and nearly a decade before the Complainant adopted the name "Quobly" in 2023 and obtained trademark rights in it. The Respondent submits that it coined the term "quobly" and registered the disputed domain name because it was a short, distinctive, and made-up term, evocative of the concepts of "quotes" and "quotations", that the Respondent believed could support a variety of future business concepts, and not because of any third party such as the Complainant, which would not exist for another eight years. Shortly after registering the disputed domain name, the Respondent created an email account at it, which remains active today, and later created a second email account for use with the website. The Respondent adds that it developed a live website at the disputed domain name in 2014, complete with Google AdWords advertising and an active mailing list, and has maintained a continuing interest in the disputed domain name ever since. The Respondent submits that his intention during this period was to develop an online business, and not merely to hold the disputed domain name for resale. There were brief periods when its registration lapsed and the Respondent re-registered it in 2015 and 2022.

The Respondent further states that in 2024 he became a licensed insurance producer, revisited his earlier plans for the disputed domain name, and concluded that it would be well-suited for an online insurance quotation and lead-generation platform. The Respondent notes that he also registered additional domain names that he believed complemented this insurance quotation business, as part of a plan to develop online insurance quotation and lead-generation services using multiple related brands. On July 15, 2024, after evaluating his various insurance-related domain names and determining which brand to prioritise for development, and opting for another name, the Respondent updated the disputed domain name to display a standard "For Sale" landing page with a contact form for interested purchasers. After deciding that he might be willing to sell the disputed domain name, the Respondent contacted the Complainant's CEO on July 18, 2024, solely because he searched and recently learned that the Complainant had begun using the name "Quobly" and might therefore have an interest in acquiring the disputed domain name. The Respondent points out that his decision to contact the Complainant was made only after he had owned and used the disputed domain name for more than ten years and after he had independently decided that selling the disputed domain name was one of several possible business options. The Respondent maintains that he did not acquire the disputed domain name with the intention of approaching the Complainant or any other company.

According to the Respondent, the asking price of USD 150,000 for the disputed domain name that he indicated to the Complainant on December 5, 2024 reflected the Respondent's own assessment of the market value of a short, distinctive, "brandable" domain name. The Respondent maintains that his offer to sell the disputed domain name was made in good faith and was based upon his own independent business plans.

The Respondent states that his original registration, development, and longstanding ownership of the disputed domain name establishes his rights and legitimate interests in it. The Respondent notes that the Complainant has not produced any evidence to suggest that the Respondent has sought to target the Complainant in any way. The Respondent submits that, although the Complainant may now have trademark rights in QUOBLY, that brand is neither well-known throughout the world nor something the general consuming public would readily recognise, as it was adopted only in 2023, nearly a decade after the Respondent's original registration of the disputed domain name.

According to the Respondent, there is no evidence of bad faith registration or use of the disputed domain name. The Respondent denies that he registered the disputed domain name to resell it to the Complainant and notes that its registration and each of his subsequent good-faith re-registrations in 2015 and 2022 all preceded any trademark rights the Complainant may claim.

The Respondent also denies that his offer to sell the disputed domain name is evidence of bad faith use. It submits that the registration of generic or made-up domain names for investment or resale represents use in connection with a bona fide offering of goods or services, provided that the registration of the domain name was not undertaken with intent to profit from or otherwise abuse a complainant's trademark rights. The Respondent further states that he did not act in bad faith when he offered the disputed domain name for sale and quoted a price when the Complainant asked for one. The Respondent submits that it contacted the Complainant on July 18, 2024 solely because he had learned that the Complainant had recently began using the name "Quobly". According to him, the offered price of USD 150,000 is wholly consistent with good faith.

The Respondent also disputes the applicability of the "passive holding" doctrine developed in *Telstra Corporation Limited v. Nuclear Marshmallows,* WIPO Case No. D2000-0003. According to it, this doctrine supports an inference of bad faith from passive holding only where the totality of the circumstances warrants it, including whether the complainant's mark is well-known, whether the respondent has concealed its identity "in a manner that indicates guilt", whether the respondent has provided false contact information "or otherwise failed to engage", and whether it is simply not possible to conceive of any plausible good-faith use of the domain name, and none of those factors is present here.

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

The Complainant has shown rights in respect of the QUOBLY trademark for the purposes of the Policy. WIPO Overview 3.1, section 1.2.1.

The entirety of the QUOBLY trademark is reproduced within the disputed domain name. Accordingly, the disputed domain name is identical to this trademark for the purposes of the Policy. WIPO Overview 3.1, section 1.7.

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.

The Respondent submits that shortly after the initial registration of the disputed domain name in 2014, he created an email account at it, and later created a second email account for use with the associated website. The Respondent adds that he developed a live website at the disputed domain name in 2014, complete with Google AdWords advertising and an active mailing list.

The evidence submitted by the Respondent shows that in the spring of 2014 there was an "Inspirational Quotes" Google AdWords ad for the disputed domain name, which attracted 1,066 clicks, and that 55 users had signed up on the associated website. The Wayback Machine records for the disputed domain name[1] for the period 2017 – 2021 show blank pages, and there are no records for 2014 – 2016, 2020, and 2022 – 2023.

The evidence in the case also shows that the registration of the disputed domain name lapsed in 2015 and in 2022, and that the Respondent re-registered it each time. It is notable what the Respondent says about this: "I let the registration lapse, as it expired and I choose not to pay a restoration fee during the redemption period; instead opting to simply re-register it for the normal registration fee." After the second re-registration in 2022, the Respondent did not activate any website until May 2024, when the disputed domain name started to resolve to a WordPress landing page offering it for sale.

The Panel concludes from the above evidence that the Respondent has actively used the disputed domain name only for a brief period in 2014. The fact that the Respondent allowed the registration to lapse two times and then re-registered the disputed domain name again shows that he did not have a clear plan what to do with it and twice accepted the risk that it may be acquired by someone else each time the registration lapsed. It seems from the evidence that until 2024, the Respondent did not regard the disputed domain name as a particularly important and valuable asset, worthy of payment of the restoration fee for it during the redemption period. By passively waiting for the registration to lapse, the Respondent effectively waived any rights or legitimate interests he may have had in the disputed domain name prior to the lapse, and this happened twice.

In May and June 2024, the Respondent registered the domain names <assuredwell.com>, <quosurance.com>, <insuraplans.com> and <quotahealth.com>, and initiated contact with the Complainant in July 2024. The correspondence exchanged between the Parties included the following messages which the Panel finds appropriate to reproduce in full, only omitting personal names and salutations:

The Respondent: "[…] I am looking to sell Quobly.com. I've owned this domain for over 10 years. I came across your company a couple months ago researching for potential buyers. Would you be interested? […]" (initial message of July 18, 2024)

The Complainant: "[…] What were you doing with quobly.com? What would be a fair deal for you? […]" (message of July 28, 2024)

The Respondent: "[…] While I'm in no rush to sell, I think this represents a unique opportunity for the both of us. I am making a career change from real estate valuation to insurance. I was most recently going to use Quobly as an insurance quoting site (the "quo" from quobly for the "quo" in quotes). That's when I came across your company, Quobly, and thought how it would be a great fit since you're already using the .io. And if we could work out a deal, it might be better if I find use with another name, as I could then use some of the proceeds of the sale to help fund my new insurance business. That being said, what is the .com worth to you and to secure the TLD for the future of Quobly? […]" (message of July 29, 2024. The Complainant did not respond to this message)

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[1] "https://web.archive.org/web/20260000000000*/quobly.com"

The Respondent: "[…] Just a friendly follow-up - what are your thoughts? Is this something you would like to acquire for Q4? […]" (message of October 15, 2024)

The Complainant: "[…] Sorry I missed your message. How much would you like? We have not budgeted the site but have some small leftover. Let me know." (message of December 2, 2024)

The Respondent: "[…] Thanks for getting back to me. My asking price is $150,000 USD. I would use Escrow.com to process the transaction. I look forward to your response." (message of December 5, 2024. The Complainant did not respond to this message)

The Respondent: "[…] Is this something you're still possibly interested in? I don't want to keep bothering you. I just wanted to check with you again before I try to find an alternative buyer. I think we can work something out. […]" (message of March 27, 2025)

The Complainant: […] Let's follow up. […]" (message of March 28, 2025)

The Respondent: "[…] Okay. I can check back with you in another few weeks or so. Of course, you are always welcome to contact me before then. […]" (Message of March 29, 2025)

The Complainant: "Sure, thanks […]" (Message of March 29, 2025)

The Respondent: "[…] Is this something you'd like to do soon? I thought you might be interested to know, I installed Google Analytics on the landing page a few months ago. Since then, there have been 13 users specifically from France. My guess is this from the habit of typing ".com". Thought this might help you […]" (message of June 26, 2025, which included Google Analytics statistics printout showing a total of 72 visits to the website at the disputed domain name. The Complainant did not respond to this message)

The correspondence exchanged between the Parties shows that the contact between the Parties was initiated and maintained by the Respondent, and that it made several attempts to sell the disputed domain name and to motivate the Complainant to purchase it, including by suggesting that alternative buyers may be interested in its acquisition, while the Complainant does not appear to have been overly interested in the proposed transaction. This, coupled with the facts that the Respondent did not maintain an active website at the disputed domain name after its re-registration in 2022 and acquired in 2024 three other domain names that directly suggest insurance-related activities, leads the Panel to conclude that the Respondent did not consider the disputed domain name as a good fit for its insurance business and preferred to sell it. Considering also that the Respondent's own previous conduct does not suggest that prior to 2024 he regarded the disputed domain name as a particularly important and valuable asset (see above in this section), the Panel concludes that the high price offered in December 2024 is more likely than not based on the Respondent's expectations about the possible attractiveness that the disputed domain name may have particularly for the Complainant, of whose business the Respondent admits to have recently learned (by mentioning the Complainant's company and <quobly.io> domain name), rather than on the Respondent's views about the inherent value or attractiveness that the disputed domain name might have had in the eyes of any third party at the time. This leads a majority of the Panel to conclude that the Respondent's attempt to sell the disputed domain name to the Complainant at such price was an attempt to unfairly exploit the Complainant's goodwill for commercial gain. Such conduct does not support a finding that the Respondent has rights or legitimate interests in the disputed domain name, although his earlier conduct may have supported a different conclusion, if considered separately.

As discussed in section 2.11 of the WIPO Overview 3.1, panels tend to assess claimed respondent rights or legitimate interests at the time of the filing of the complaint, but would also consider any evidence of past use, including its veracity and surrounding context. For example, merely because a respondent once had a claim to a legitimate interest in a domain name, this would not necessarily mean that this claim still exists if there is subsequent evidence of bad faith when the complaint is filed.

Therefore, a majority of the Panel finds that the second element of the Policy has been established.

C. Registered and Used in Bad Faith

The current registration of the disputed domain name was made by the Respondent on September 10, 2022, and the Panel will consider his conduct at that time to reach a decision whether the disputed domain name was registered in bad faith.

According to the evidence in the case and the Complainant's own statements, it was registered in November 2022 and changed its name to "Quobly" in July 2023. The Complainant's domain name <quobly.io> was registered on June 21, 2023, and its QUOBLY trademark was first applied for on June 23, 2023 and registered on October 13, 2023.

For a majority of the Panel the above plainly means that the Respondent could not have registered the disputed domain name in bad faith targeting the Complainant or its QUOBLY trademark, because the Complainant did not exist and had no trademark rights at the time that the Respondent registered the disputed domain name. WIPO Overview 3.1, section 3.8.1. It is clear that the Respondent registered the disputed domain name without knowledge of the yet-nonexistent Complainant, and, even if it has registered it with an idea to later resell it to anyone who wished to buy it (which the Respondent denies), that was just an ordinary investment and the taking of a commercial risk that no one may wish to buy it and the investment would not bring profit. This is not bad faith under the Policy, as the critical element of taking an unfair advantage of or abusing a complainant's trademark is missing. See section 3.1. of the WIPO Overview 3.1.

Therefore, a majority of the Panel finds that the Complainant has failed to establish that the disputed domain name was registered in bad faith.

The Respondent's conduct after the registration of the disputed domain name in 2022 however leads a majority of the Panel to other conclusions on bad faith use.

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.

As discussed in the section on rights and legitimate interests, the evidence in the case supports a conclusion that the Respondent suddenly changed his views about the value of the disputed domain name when he learned of the Complainant and its business, and that the sale price of USD 150,000 that the Respondent offered to the Complainant in December 2024 for the disputed domain name was more likely than not based on the Respondent's expectations about the possible attractiveness that the same may have had for the Complainant, rather than on any inherent value or attractiveness that the disputed domain name might have had for any third party, and that the Respondent's attempt to sell it to the Complainant at such price was an attempt to unfairly exploit the Complainant's goodwill for financial gain.

This leads a majority of the Panel to the conclusion that the Respondent has used the disputed domain name in bad faith.

Since the Policy requires the Complainant to establish both registration and use of the disputed domain name in bad faith, the result is that the Complainant has failed to establish the third element of the Policy.

D. 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 Reverse Domain Name Hijacking ("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.

In the pre-Complaint correspondence exchanged between the Parties, the Respondent's counsel however did not provide any evidence that the Respondent was the actual registrant of the disputed domain name and had used it in 2014. The Respondent's name was not shown in the public WhoIs records for the disputed domain name. The Wayback Machine archives of the disputed domain name do not support the Respondent's counsel's statements about the prior use of the disputed domain name, but show that its active use after 2014 commenced only in 2024 through the display of an offer for sale of the disputed domain name. In these circumstances, the Complainant could not independently verify the statements of the Respondent's counsel, and given that the only verifiable information available to it was that the disputed domain name was offered for sale in 2024, it is not justified to sanction the Complainant for the fact that it did not take the Respondent's counsel's statements at face value and decided to proceed with the Complaint.

The majority of the Panel does not consider that the Complainant has attempted to mislead the Panel by mischaracterising its correspondence with the Respondent. Although the Complainant did not fully present the correspondence that it exchanged with the Respondent in 2024 – 2025, the omissions are not material and do not appear to have been intended to mislead, when considering the whole correspondence (reproduced in section 6.B above). The Complainant's excerpts of this correspondence indeed mention that the Respondent contacted the Complainant with a reminder on October 15, 2024, that the Complainant replied on December 2, 2024, and include the Respondent's reply on December 5, 2026, indicating the price at which the disputed domain name was offered for sale.

Also, a finding of RDNH is an equitable remedy, so it is justified to provide it only to a party that comes to the proceedings in equity as well. No one can benefit from their own wrongdoing.[2] The Respondent's bad faith attempt to sell the disputed domain name to the Complainant undermines the Respondent's position as a party itself acting in an equitable manner, at least in this proceeding. *Breazy Inc. v. Domains by Proxy, LLC, DomainsByProxy.com / VR PRODUCTS I LLC*, WIPO Case No. D2021-1486 (declining to find RDNH because a "request for a finding of [RDNH] is an equitable remedy, and equitable relief should only be available to a party who comes before a panel with clean hands"). See also *HCCI Professional Protective Services, LLC v. Jonathan McMaster / Anonymize, Inc.*, WIPO Case No. D2022-1668.

Therefore, a majority of the Panel declines to find that the Complaint has been brought in bad faith and that it constitutes an attempt at RDNH.

7. Decision

For the foregoing reasons, a majority of the Panel decides that the Complaint is denied.

/Assen Alexiev/
Assen Alexiev
Presiding Panelist

/Joseph Dalby SC/
Joseph Dalby SC
Panelist (Dissenting)

/Jeffrey Neuman/
Jeffrey Neuman
Panelist (Concurring)
Date: September 7, 2026

[2] The widely used equivalent of the Latin maxim "nemo auditur propriam turpitudinem allegans".

8. Concurring Opinion

I concur in the denial of the Complaint. I agree that the Complainant established paragraph 4(a)(i) of the Policy and failed to establish bad-faith registration under paragraph 4(a)(iii). I write separately because I would also find that the Complainant failed to a lack of establish rights or legitimate interests on the part of the Respondent under paragraph 4(a)(ii), failed to establish bad-faith use, and engaged in RDNH.

A. Identical or Confusingly Similar

I agree that the Complainant has demonstrated rights in the QUOBLY trademark and that the disputed domain name is identical to that trademark for purposes of the Policy.

B. Rights or Legitimate Interests

I respectfully disagree with the conclusion that the Complainant established the second element. After a complainant makes a prima facie showing, the respondent bears a burden of production, but the ultimate burden of proof remains with the complainant. Here, the Respondent produced substantial contemporaneous evidence rebutting the prima facie case.

I would not adopt the Respondent’s contention that registration of a coined or “brandable” domain name automatically establishes rights or legitimate interests. Brandability alone is insufficient. The question turns on the totality of the evidence, including the reason for selecting the term, prior use or preparations for use, and whether the Respondent sought to trade upon the Complainant’s goodwill.

The Respondent supplied considerably more than a claim of brandability. He registered the disputed domain name in March 2014, more than eight years before the Complainant was incorporated and approximately nine years before it adopted QUOBLY. Contemporaneous records show that he created associated email accounts, operated an inspirational-quotes service, advertised it through Google AdWords, received 1,066 clicks on the most popular advertisement, and obtained user signups. This evidence contradicts the Complaint’s assertion that the disputed domain name had never been used and substantiates the Respondent’s explanation that he coined “Quobly” as a term suggestive of quotes or quotations.

The registration later lapsed in 2015 and 2022. The Respondent declined to pay the restoration fees and instead accepted the risk that another person might register the disputed domain name before he could re-register it at the ordinary fee. That evidence weakens his contention that he continuously regarded the disputed domain name as a particularly important or valuable asset and prevents his 2014 use from being treated as an uninterrupted current business interest.

I do not agree, however, that the lapses erased the evidentiary significance of the Respondent’s prior use or necessarily waived any future rights or legitimate interests in the domain name. The contemporaneous 2014 records remain probative of why he selected “quobly” and substantiate his explanation that the term was coined for a quotation-related purpose. The same Respondent re-registered the same disputed domain name in 2015 and again on September 10, 2022. Even the latest registration preceded the Complainant’s incorporation, adoption of QUOBLY, and trademark rights. Thus, although the lapses interrupted the registrations, the prior use remains relevant to the Respondent’s independent reason for selecting and reacquiring the disputed domain name.

Before contacting the Complainant, the Respondent also obtained insurance licenses, installed WordPress on the disputed domain name, and registered related names, including <quosurance.com>, <insuraplans.com>, and <quotahealth.com>. This evidence provides additional, although less conclusive, support that he considered the disputed domain name for an insurance-quotation business before selecting another name.

I accept that rights or legitimate interests are assessed in light of the circumstances existing when the Complaint is filed. At that time, the Respondent had long discontinued the 2014 service, decided not to use the disputed domain name for insurance, and was offering it for sale. The record does not establish that he is a professional domain-name investor, and I do not rely on that characterization. The narrower question is whether a registrant who independently selected, registered, and used a domain name before the complainant existed necessarily loses any legitimate interest upon deciding to sell it. In my view, he does not, absent sufficient evidence that the sale trades upon the complainant's goodwill.

The Respondent's communications show that he recognized the Complainant as a particularly interested buyer and sought to persuade it to purchase the disputed domain name. They do not establish, however, that his interest in the disputed domain name originated with or depended upon the Complainant's goodwill. The Complainant adopted QUOBLY only in 2023, and the record does not establish the scope or commercial value of any goodwill associated with that mark at the time of the 2024 communications. The disputed domain name had an independently documented history and was not used to impersonate the Complainant, advertise competing quantum-computing services, display advertising keyed to its field, or mislead users as to affiliation. The Complainant's particular interest in obtaining the matching ".com," and the Respondent's effort to obtain a substantial price from that interested buyer, do not themselves establish that the Respondent was trading upon trademark goodwill.

Section 2.11 of the WIPO Overview 3.1 does not establish that a later decision to sell automatically extinguishes an otherwise demonstrated legitimate interests. Nor is offering a domain name for resale, including for profit, itself illegitimate where the evidence does not establish trademark targeting. WIPO Overview 3.1, section 3.1.1. On the totality of the evidence, the Respondent rebutted the prima facie case, and the Complainant failed to carry its ultimate burden under paragraph 4(a)(ii).

C. Registered and Used in Bad Faith

I agree that the Complainant failed to establish bad-faith registration. The September 10, 2022 registration preceded the Complainant's incorporation, adoption of QUOBLY, and trademark rights. There is no evidence that the Respondent registered the disputed domain name in anticipation of the Complainant or with its trademark in mind. See *John Ode d/ba ODE and ODE - Optimum Digital Enterprises v. Intership Limited*, WIPO Case No. D2001-0074 (the complainant was not trading under the relevant name when the domain name was registered, so it could not have been registered in bad faith); *carsales.com.au Limited v. Alton L. Flanders*, WIPO Case No. D2004-0047 (bad-faith registration was not established where the domain registration preceded the complainant's trademark application or use).

I respectfully disagree, however, that the disputed domain name was used in bad faith. The Respondent placed it on a for-sale page, contacted the Complainant after learning of its name, and later quoted USD 150,000. Those facts warrant scrutiny but do not establish bad-faith use here.

Paragraph 4(b)(i) concerns registration or acquisition primarily to sell the domain name to the complainant, as trademark owner, or to its competitor for an amount exceeding documented costs. Each acquisition here occurred before the Complainant existed or adopted QUOBLY. Later knowledge of the Complainant cannot retroactively change the purpose of registration.

The Dissent acknowledges that the Respondent could not have intended to target the Complainant, yet infers bad-faith registration from a generalized intention to resell the disputed domain name for more than its acquisition cost. I respectfully disagree. The identity of the intended purchaser in paragraph 4(b)(i) is an essential limitation: the registration must have been primarily for sale to the complainant, as trademark owner, or to a competitor of that complainant. An intent to sell generally, even for profit, is not equivalent to the specific intent described in paragraph 4(b)(i). Because the Complainant did not exist and had not adopted QUOBLY when the Respondent most recently registered the disputed domain name, the Respondent could not have registered it to sell to the Complainant or one of its competitors.

The circumstances in paragraph 4(b) are nonexclusive, but that does not create a free-standing concept of generalized bad faith divorced from trademark targeting. The Dissent identifies no other evidence that the Respondent registered the disputed domain name to take unfair advantage of, abuse, or otherwise target the Complainant's mark. Nor can an asserted lack of rights or legitimate interests supply the missing intent. The three elements are distinct, and later conduct cannot establish that the Respondent had the then-nonexistent Complainant, its unadopted mark, or a competitor in mind at registration.

The complete communications also matter. The Respondent initiated contact in July 2024 and followed up in October that same year. On December 2, 2024, however, the Complainant's CEO asked, "How much would you like? We have not budgeted the site but have some small leftover. Let me know." The Respondent provided the USD 150,000 price on December 5, 2024, in response, and the Complainant later invited further discussion. The Policy does not empower a panel to determine a reasonable market price for a domain name independently registered and used before the complainant acquired rights.

Costa Crociere S.P.A. v. Yoshiki Okada, WIPO Case No. [D2018-1632]() is instructive, although factually distinct. Its respondent was a domain-name investor, while this record does not establish that the Respondent is one. The narrower principle nevertheless applies: a substantial price does not by itself establish bad faith where the domain name was independently selected and used for reasons unrelated to the complainant. The price must be evaluated with the registrant's reason for acquiring the domain name and all surrounding circumstances.

I agree that a domain name registered in good faith may later be used in bad faith. The two inquiries are distinct. I disagree that the evidence establishes such later bad-faith use here. The majority's conclusion depends on its finding that the USD 150,000 asking price reflected an effort to exploit the Complainant's goodwill. The record shows buyer-specific solicitation, including references to the Complainant's <quobly.io> address and traffic from France, but it does not establish that the disputed domain name's value was derived from the Complainant's goodwill. The Complainant's assertions of reputation do not, without evidence connecting that reputation to the Respondent's valuation, establish that the asking price represented the value of its goodwill rather than the price sought for relinquishing a short, exact-match ".com" domain name with an independent history.

There is also no evidence that the Respondent used the disputed domain name to impersonate the Complainant, divert users to a competing business, disrupt its activities, display advertising keyed to its field, or otherwise trade upon the QUOBLY trademark. The for-sale page disclosed the disputed domain name's availability, and the communications proposed a negotiated sale. Seeking to maximize the price from a particularly interested prospective purchaser may be aggressive commercial conduct, but it is not necessarily bad-faith use under the Policy. On the balance of probabilities, the Complainant did not prove that the Respondent sought to exploit its trademark goodwill.

Because paragraph 4(a)(iii) requires both bad-faith registration and bad-faith use, the absence of bad-faith registration resolves the element. I would additionally find that the Complainant failed to prove bad-faith use.

D. RDNH

I would also find RDNH. Paragraph 15(e) of the Rules focuses on whether the Complaint was brought in bad faith and constitutes an abuse of the proceeding. Relevant circumstances include a complainant's knowledge that it could not establish an essential element, a domain registration clearly predating its trademark rights, and omission of material facts. [WIPO Overview 3.1](), section 4.16.

I accept that the Complainant was not required to take at face value the Respondents or its counsel's pre-Complaint assertion of 2014 ownership and use without the supporting records later filed with the Response. That consideration weakens, but does not eliminate, the basis for RDNH. The publicly verifiable September 10, 2022 registration date itself preceded the Complainant's November 2022 incorporation, July 2023 adoption of QUOBLY, and trademark rights. Thus, even disregarding the asserted 2014 history, the Complainant knew that it could not establish ordinary bad-faith registration and identified no evidence bringing the case within the anticipatory-registration exception. The Complainant also admits that at the time the Complainant chose to adopt the QUOBLY brand, it was aware that the disputed domain name was not available.

The Complaint nevertheless asserted that the disputed domain name had never been used and incompletely presented the parties' communications. It stated that the Respondent again contacted the Complainant and offered the domain for USD 150,000, without disclosing that the Complainant's CEO had requested the price three days earlier or later invited further discussions. Those omissions materially altered the presentation of the negotiations.

See *Proto Software, Inc. v. Vertical Axis, Inc/PROTO.COM*, WIPO Case No. D2006-0905 (finding abuse where the domain name predated the trademark application and claimed first use); *carsales.com.au Limited v. Alton L. Flanders*, WIPO Case No. D2004-0047 (finding RDNH particularly appropriate where the domain name registration predated the creation of the trademark).

The majority relies on *Breazy Inc. v. Domains by Proxy, LLC, DomainsByProxy.com / VR PRODUCTS I LLC*, WIPO Case No. D2021-1486, which characterized RDNH as an equitable remedy available only to a respondent with clean hands. I do not believe that panel-specific formulation should control. Paragraph 15(e) requires an assessment of the complainant's conduct in invoking the Policy. An RDNH declaration neither transfers rights nor awards damages, and the rule does not condition it on equitable relief to the respondent. In any event, I do not find that the Respondent used the disputed domain name in bad faith.

The chronology known to the Complainant, the pre-filing warning from the Respondent's counsel, and the incomplete presentation of material facts warrant a declaration that the Complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

E. Conclusion

I concur in the denial of the Complaint. I would find that the Complainant established paragraph 4(a)(i), but failed to establish paragraphs 4(a)(ii) and 4(a)(iii). I would also find Reverse Domain Name Hijacking.

/Jeffrey J. Neuman/
Jeffrey J. Neuman
Panelist (Concurring)
Date: September 7, 2026

9. Dissenting Opinion

I concur that the Complainant established the disputed domain name is identical to the QUOBLY trademark in which the Complainant has rights (paragraph 4(a)(i) of the Policy). The Complainant has also established that the Respondent has no rights or legitimate interests in respect of the disputed domain name (paragraph 4(a)(ii) of the Policy).

As to paragraph 4(a)(iii) I concur that disputed domain name is being used in bad faith, but I also find that it has been registered in bad faith.

Finaly, I concur that the Complainant has not engaged in RDNH.

Discussion and Findings

A. Identical or Confusingly Similar

I find the first element of the Policy has been established for the reasons set out in the Decision.

B. Rights or Legitimate Interests

I find the second element of the Policy has been established.

WIPO Overview 3.1, section 2.1 observes "[…] 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. If the respondent fails to come forward with such relevant evidence, the complainant is deemed to have satisfied the second element."

In the first instance, I find that the Complainant does make out a prima facie case. The Complainant refers to the fact that the disputed domain name resolves only to a "For Sale" website and that the Respondent offered to sell the disputed domain name to the Complainant for a large amount which was not being used in any ongoing business, commercial activity, etc.

In relation to the shifted burden on to the Respondent, WIPO Overview 3.1, section 2.1 provides illustrative indicia that demonstrate rights or legitimate interests in a domain name, and all of these are premised on some prior or ongoing preparation, use or notoriety of or in the domain name by the Respondent. The Respondent does not adduce evidence supporting any notoriety, but he gives evidence of prior and ongoing preparation and use.

The issue before the Panel is the relevance and admissibility of such evidence, and more practicably, the operative date of registration. I have contemplated if I need to consider the meaning of "prior" or "ongoing" and what temporal connotations they have beyond the remarks in the WIPO Overview 3.1 section 2.2, where it states "the passage of time may be relevant in assessing whether purported demonstrable preparations are bona fide or pretextual." I find that I do not need to do so beyond that which relates to the history of the Respondent's registrations of the disputed domain name. The question I find I have to consider in principle and by way of application to the facts is whether any prior or ongoing use is relevant and admissible evidence when in the meantime the continued registration and renewal of a domain name has been interrupted by expiration of a registration period.

I conclude that, in principle, prior or ongoing preparation or use can be affected by an interruption in continued registration, and that a respondent could not ordinarily rely upon such prior or ongoing activities if he has allowed a registration to expire without renewal, but has then registered the domain name for a second time, unless that preparation and use continues or recommences after the second registration.

I am fortified in this conclusion by dint of the fact that a registrant may pay a redemption fee for late renewal after an expiration to overcome the interregnum. More compellingly, the WIPO Overview 3.1 notes: “Expiration or deletion prior to complaint filing: the WIPO Center is typically unable to register a complaint if the disputed domain name is already expired or deleted before receipt of the UDRP complaint.” This infers that the Policy ceases to apply on expiration of a registration, and thus the protections in the Policy available to a respondent are no longer available. Further, the fact that a renewal is not an act of bad faith further indicates that the protections in the Policy are available from and as long as the domain name is continually registered.

The Respondent first registered the disputed domain name in 2014. It was not renewed when it expired in 2015, but he registered it for a second time later in 2015. It was renewed annually thereafter to 2022, when again it was not renewed. It was then registered for a third time later in 2022, and it was renewed annually to date.

It was submitted on behalf of the Respondent that the interregnums occasioned by non-renewal were not inadvertent. I envisage that, in some cases, inadvertence might excuse a respondent from showing continual registration if use, etc. following a subsequent registration was not sufficient by itself to establish rights and legitimate interests by itself. However, this does not arise in my view in the present case. The Respondent’s own evidence was: “I let the registration lapse, as it expired and I choose [sic] not to pay a restoration fee during the redemption period; instead opting to simply re-register it for the normal registration fee.” In this regard, I agree with the reasoning in the Decision that the evidence infers that the Respondent did not have a clear plan what to do.

Overall, this indicates that the Respondent was not inadvertent but deliberate in allowing an interregnum to occur, and thus with the Policy ceasing to apply on expiry and without any evidence of inadvertence the Respondent therefore should not be given the benefit of the doubt.

In consequence, it follows that the operative date for determining if the Respondent had any rights and legitimate interests in the disputed domain name is from the registration in 2022. The evidence of prior preparation and use up to 2015 is inadmissible in light of the interregnum in 2015. The evidence offered from 2015 to 2022 is simply of passive holding, but in any event, there is an interregnum in 2022 when once again the Respondent allows the registration to expire.

From 2022 to the date of the Complaint registration is uninterrupted. However, I find that the Respondent does not produce any persuasive evidence that he has rights and legitimate interests in the disputed domain name beyond the mere registration of the disputed domain name itself.

The Respondent contends that his rights and legitimate interests are tied to the “brandable” qualities of the disputed domain name. WIPO Overview 3.1, section 2.10.1 notes “Mere arguments that a domain name corresponds to a dictionary term/phrase or acronym, or unique/catchy or memorable term (sometimes referred to by respondents as ‘brandable’) may not be sufficient, and panels will consider the overall facts and circumstances of the case when assessing such arguments”.

As I discuss in more depth in relation to the third element, in point of fact the Respondent provides no evidence of how the disputed domain name was being made to be brandable in relation to any bona fide (as opposed to a possible future business) offering of goods and services by him. The historical but abandoned plan for a website is not a protectable interest for the purposes of the Policy. The Respondent’s evidence as to “quobly” being the “coined term” simply demonstrates that it is a term of art not an indication of rights and interests by the author. Without substance, it is no more than an expression of an undefined concept. None of this is protectable if the brandable concept – the mental creations as distinct from the coined term – does not exist. The only possible marketable “interest” the Respondent points to 2024 idea of possibly selling the disputed domain name, but these plans are less that nascent and simply shows an absence of rights or interests to the standard required by the Policy.

C. Registered and Used in Bad Faith

I find the third element is made out in full.

Bad faith is not defined. The circumstances provided in paragraph 4(b) are illustrative and non-exhaustive. Emphasis is sometimes given of the need to apply the exact terms of each illustration, but to do that makes each one a definitive test and not an example. The test remains bad faith per se, which according to WIPO Overview 3.1 "is broadly understood to occur where a respondent takes unfair advantage of or otherwise abuses a complainant's mark".

Further guidance is provided as follows:

WIPO Overview 3.1, section 3.2.1 "Particular circumstances panels may take into account in assessing whether the respondent's registration of a domain name is in bad faith include: […] (iii) the content of any website to which the domain name directs, including any changes in such content and the timing thereof, […] (vi) a clear absence of rights or legitimate interests coupled with no credible explanation for the respondent's choice of the domain name, or (vii) other indicia generally suggesting that the respondent had somehow targeted the complainant".

WIPO Overview 3.1, section 3.3 "[…] panelists have found that the non-use of a domain name (including a blank or 'coming soon' page) 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, panelists have found that the registration and non-use of a domain name can still constitute bad faith for purposes of the Policy. Factors that have been considered relevant in applying the passive holding doctrine include: (i) the degree of distinctiveness or reputation of the complainant's mark, (ii) the failure of the respondent to submit a response or to provide any evidence of actual or contemplated good-faith use […]".

Finally, it is settled that a panel may draw inferences from the absence of a response as it considers appropriate but will weigh all available evidence irrespective of whether a response is filed. This includes where a response is lacking in any particular. It permits drawing inferences "concerning a respondent's intent (both in terms of bad faith, but also the lack of it)" from evidence considered in relation to one or more elements. The elements are distinct, but the WIPO Overview 3.1 is replete with numerous examples where facts found in relation one element may inform a panel on another. This includes matters in relation to the first element being relevant to consideration of the second and third elements. More pointedly, WIPO Overview 3.1 section 2.15 dealing "What is the relation between the 2nd and 3rd UDRP elements?" which notes: "In some cases therefore, panels assess the second and third UDRP elements together, for example where clear indicia of bad faith suggest there cannot be any respondent rights or legitimate interests. In such cases, panels have found that the facts and circumstances of the case would benefit from a joint discussion of the Policy elements. In other cases panels have found it useful to assess the merits of the second and third elements separately as at their core, they address different aspects of a respondent's conduct." In some ways the sub-issues involved within the third element are the least separate from each other because they are both concerned with bad faith.

Starting with use, I concur with the conclusion in the Decision that the offer to sell to the Complainant at the price of USD 150,000 was an act of bad faith, but there is more to draw out in evidence than the reasons given in the Decision.

The Respondent offered to sell the disputed domain name for an amount that is very far in excess of any reasonable out-of-pocket costs – none of which have been documented in any event. This is compelling prima facie evidence of bad faith in relation to use consistent with WIPO Overview 3.1, section 3.1.1: "Panels have noted in respect of UDRP paragraph 4(b)(i) that offers to sell which exceed the respondent's documented out-of-pocket costs must target a trademark owner; assessment of such targeting will take account of all relevant facts and circumstances, and often includes matters such as the strength of the mark at issue (including whether there may be third parties also using the term as a mark for other goods/services including in other jurisdictions and whether it may also be descriptive or a dictionary term capable of noninfringing uses), the extent or reach of the complainant's online presence, and the location of the parties."

Against this, the Respondent's evidence is that in 2024 – two years after registration – he considered using the disputed domain name in conjunction with an insurance quotation and lead-generation platform. However, I reject this as sufficient evidence of rebuttal on the grounds that there is a lack of consistency in this evidence by reference to the chronology of events attested to and the level of consideration the Respondent claims to have given to this project.

The chronology is this. The Respondent registered the disputed domain name in September 2022 and, as found by the Panel, held it passively until early 2024 with no apparent intention to use it for anything. He acquired his insurance licence on May 8, 2024, from which I infer a real intention to establish the insurance quotation and lead-generation platform, but not necessarily with the disputed domain name.

In the Respondent's message on LinkedIn to the Respondent on July 18, 2024 the Respondent said he had "come across your company a couple of months ago researching for potential buyers". This implies he came across the Complainant in mid-May 2024. Within a few days of doing so, the Respondent had started registering other domain names for his insurance quotation and lead-generation platform: <quosurance.com> on May 20, 2024, <insuraplans.com> on May 23, 2024, and <quotahealth.com> on June 1, 2024 (and <assuredwell.com> later on June 25, 2024).

Taking into account the sequence and fact of these events together I infer that the Respondent became aware of the Complainant in mid-May 2024 and had at or by that time formed a firm intention to sell rather than use the disputed domain name in relation to the insurance business. Given the immediate and subsequent registration of the other domain names around this time, I find that if the Respondent gave any consideration to using the disputed domain name for the insurance business it was ephemeral thought-processing rather than work preparatory to a bona fide offering of goods and services. I infer from his evidence of researching target companies to sell the disputed domain name to that the Respondent had not given serious consideration to its use in conjunction with the insurance business, or no sooner had he considered using it that he rejected it in favour of other domain names. What seems more likely is that, faced with the prospect of possibly being able to sell the disputed domain name to the Complainant, the Respondent opted to use other domain names for his insurance business.

Also, around this time, on May 25, 2024, the Respondent says he downloaded and hosted Wordpress software on a website that resolved to the disputed domain name as part of the insurance project. The Respondent's evidence was: "In furtherance of evaluating Quobly.com for potential future use as an insurance quotation and lead-generation platform, Respondent installed Wordpress hosting on Quobly.com during May 2024 and began preparing the domain for possible development." I reject this evidence too for lack of consistency.

On its face, I am not informed enough to determine if a Wordpress powered site could host an insurance quotation platform, but I would at least expect that the description of the software installed would include the capacity to handle more complex calibrations necessary in performing, presumably, complex underwriting calculations. Whereas, I note that from the screen capture pages obtained in June 2026 and submitted in evidence by the Complainant showing the "For Sale" website resolving from the disputed domain name, it indicates (on the last page) that it is "Powered by Astra WordPress Theme". The WhoIs data for the website indicates that the nameservers are owned or controlled by Dreamhost, who it was arranged for the site installation of WordPress for the Respondent on May 25, 2024. And the Respondent's evidence was that on "July 15, 2024, after evaluating his various insurance-related domain names and determining which brand to prioritize for development, and opting for another name, Respondent updated Quobly.com to display a standard 'For Sale' landing page that included a contact form for interested purchasers". This suggests either, as seems more likely, that the software installed was no more sophisticated than this enabling a simple "For Sale" site, or, which seems less likely, the site is hosting very sophisticated software simply for the purposes of selling the disputed domain name.

For these reasons, I therefore do not accept the Respondent's evidence that he solely installed the Wordpress software for the purpose of the insurance business.

In consequence, I am not persuaded that the Respondent has given full and consistent evidence in this regard, and the highest I could treat his evidence is as equivocal and not sufficient to rebut the compelling prima facie evidence of bad faith in targeting the Complainant and attempting to sell the disputed domain name at an inflated price. Thus, for this reason I find on the balance of probabilities, that the Respondent has used the disputed domain name in bad faith.

Turning to the issue of whether the disputed domain name was registered in bad faith.

The Respondent's evidence and submissions are that his intention in 2022 on the occasion of the third registration was to hold it "for potential future projects and business uses or potential future resale", and at that time the Complainant's mark did not exist and therefore he could not target it.

No evidence is offered of any other intention, or any ongoing business or any preparatory work in relation to the disputed domain name when he registered it in 2022. The Respondent relies on his attempts to exploit the disputed domain name before 2015, but this is inadmissible for the purposes of registration in 2022. And I have already found that nothing meaningful was done in relation to it in 2024 other than to offer it for sale to the Complainant which the panel has concluded amounted to bad faith. This amounts at the very least to passive holding since the Respondent has failed to provide any evidence of actual or contemplated good-faith use. And bad faith may be inferred from passive holding for the purposes of the Policy.

This leaves the incontrovertible fact that the Complainant's mark did not exist at the time of registration. In the vacuum left by a paucity of evidence on the part of the Respondent the argument in effect submitted on his behalf rests on a technicality: that as the Complainant was not in existence at the time of registration, the Respondent could not have targeted the Complainant, and accordingly it matters not in this proceeding that he has not succeeded on any other element.

WIPO Overview 3.1, paragraph 1.1.3 notes: "Where a domain name has been registered before a complainant has acquired trademark rights, only in exceptional cases would a complainant be able to prove a respondent's bad faith." The word "exceptional" describes the circumstances, not the exercise of the power. "Exceptional cases" means circumstances which are out of the ordinary; see WIPO Overview 3.1 section 3.8.2. It does not mean that a jurisdiction is to be exercised only exceptionally, if a case is made out. On the contrary, if the exceptional circumstances are established, a panel should not shrink from, or shirk, exercising the power conferred upon it.

Panels are permitted to take into account the totality of circumstances. In this case the intention to sell at an inflated price, the lack of the Respondent's own rights to or legitimate interests in the disputed domain name and the absence of any conceivable good faith intention and bad faith in terms of use, and the lack of consistency are established indicia from which inferences may be drawn. These factors lead me to infer that the intention at the point of registration to sell the disputed domain name was for valuable consideration in excess of the Respondent's documented out-of-pocket costs directly related to the disputed domain name, as illustrated by UDRP paragraph 4(b)(i). I consider these to be exceptional circumstances. And I therefore find on the balance of probabilities that the Respondent registered the disputed domain name in bad faith.

D. RDNH

I concur with the reasons in the Decision and decline to find that the Complaint has been brought in bad faith and that it constitutes an attempt at RDNH.

E. Conclusion

I dissent in the denial of the Complaint. The appropriate decision was to accept the Complaint and transfer the disputed domain name to the Complainant.

/Joseph Dalby SC/
Joseph Dalby SC
Panelist (Dissenting)
Date: September 7, 2026