

## **ADMINISTRATIVE PANEL DECISION**

Anthony Baltes v. Andrew Borchers, Tigereye Promotions LLC  
Case No. D2026-2848

### **1. The Parties**

The Complainant is Anthony Baltes, United States of America ("United States"), represented by Evia Law PLC, United States.

The Respondent is Andrew Borchers, Tigereye Promotions LLC, United States, represented by FGKS Law, United States.

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

The disputed domain name <tigereyedesign.com> is registered with GoDaddy.com, LLC.

The disputed domain name <tigereyepromotions.com> is registered with Wild West Domains, LLC (the "Registrars").

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on June 30, 2026. On June 30, 2026, the Center transmitted by email to the Registrars a request for registrar verification in connection with the disputed domain name. On July 2, 2026, the Registrars transmitted by email to the Center their verification responses disclosing registrant and contact information for the disputed domain names which differed from the named Respondent (Tigereye Promotions, LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on July 3, 2026, providing the registrant and contact information disclosed by the Registrars, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amendment to the Complaint on the same date.

The Center verified that the Complaint together with the amendment to the Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the "Policy" or "UDRP"), the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules"), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the "Supplemental Rules").

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on July 9, 2026. In accordance with the Rules, paragraph 5,

the due date for Response was July 29, 2026. The Response was filed with the Center on July 29, 2026. On August 13, 2026, the Complainant submitted an unsolicited Supplemental Filing to the Center.

The Center appointed Evan D. Brown as the sole panelist in this matter on August 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 in the business of selling campaign buttons and other custom printed items. The Complainant asserts ownership of the mark TIGEREYE DESIGN, and owns a registration for that mark (United States Reg. No. 5,971,838, registered on January 28, 2020). The Respondent operates a business offering promotional products, including campaign buttons, apparel, signage, and other printed items.

According to the RDAP information, the disputed domain name <tigereyedesign.com> was registered on February 9, 1998, and the disputed domain name <tigereyepromotions.com> was registered on August 9, 2017. The Respondent uses the disputed domain names in connection with its business.

The Parties have a longstanding business relationship, the exact nature and history of which they dispute. The Complainant maintains that the Complainant formerly owned the Respondent business and the disputed domain name <tigereyedesign.com>, and that ownership of the Respondent and that disputed domain name was transferred to the Complainant's then-wife in 2010. The Respondent disputes that the Complainant ever owned the Respondent business and maintains that the Complainant instead worked for the Respondent as a consultant or employee.

The record shows that in 2017, the ownership interests in the Respondent business (Tigereye Promotions, LLC) were sold to a group of buyers that included the Respondent Borchers pursuant to an Agreement for Purchase and Sale of Membership Interests. That agreement contains provisions concerning rights to use the name TIGEREYE DESIGN, but the Parties disagree as to the meaning and legal effect of those provisions and their application to the disputed domain names. The Complainant has also commenced an action against the Respondent in the United States District Court for the Southern District of Ohio asserting claims for trademark infringement and for cybersquatting relating to the disputed domain names that are the subject of this proceeding. The Respondent states that it intends to assert counterclaims in that proceeding, including a claim seeking cancellation of the Complainant's United States trademark registration.

#### **5. Parties' Contentions**

##### **A. Complainant**

The Complainant contends that the disputed domain names are identical or confusingly similar to the Complainant's TIGEREYE DESIGN trademark. The Complainant asserts both registered and common law rights in the TIGEREYE DESIGN mark based on use dating to at least 1996. The Complainant contends that the disputed domain name <tigereyedesign.com> is identical to the trademark and that the disputed domain name <tigereyepromotions.com> is confusingly similar because it incorporates the allegedly distinctive TIGEREYE portion of the mark and substitutes the term "promotions" for the disclaimed term "design".

The Complainant contends that the Respondent has no rights or legitimate interests in the disputed domain names. In particular, the Complainant relies on the 2017 Agreement for Purchase and Sale of Membership Interests, which the Complainant contends acknowledged that the right to use TIGEREYE DESIGN was held by a third party, the Complainant, and was not transferred to the Respondent's current owners. According to the Complainant, the Respondent's current owners never obtained authorization to use the mark TIGEREYE DESIGN but nevertheless continued operating in the same field, obtained control of the

<tigereydesign.com> disputed domain name, and used that disputed domain name to redirect Internet users to <tigereyepromotions.com>, where the Respondent offers competing products for commercial gain.

The Complainant further contends that the disputed domain names were registered and are being used in bad faith. The Complainant argues that the Respondent's current owners knew from the 2017 agreement that they had not acquired rights to the TIGEREYE DESIGN mark but nevertheless used the term TIGEREYE in the disputed domain name <tigereyepromotions.com> and continued to control and use the disputed domain name <tigereydesign.com>. The Complainant contends that this conduct was intended to attract Internet users for commercial gain by creating a likelihood of confusion as to source, sponsorship, affiliation, or endorsement. The Complainant further relies on correspondence sent to the Respondent in 2019, 2020, 2022, and 2024 asserting the Complainant's rights.

## **B. Respondent**

The Respondent disputes that the Complainant possesses the trademark rights alleged in the Complaint. According to the Respondent, the business formerly operated under the TIGEREYE DESIGN mark ceased operating in the mid-2000s, and the Complainant did not continuously use the mark TIGEREYE DESIGN thereafter. The Respondent notes that the Complainant's federal registration did not issue until 2020 and states that the Respondent intends to seek cancellation of that registration in the pending federal litigation.

The Respondent contends that it has rights or legitimate interests in the disputed domain names. The Respondent states that its legal name has been Tigereye Promotions, LLC since 2006 and that it is commonly known by that name through its website, social-media presence, and business activities. The Respondent further maintains that, well before notice of this dispute, it used the disputed domain names in connection with a bona fide and longstanding promotional-products business. The Respondent disputes the Complainant's interpretation of the 2017 agreement and contends that the provision relied upon by the Complainant concerns the trade name TIGEREYE DESIGN, not the Respondent's corporate name or ownership of the disputed domain names.

The Respondent denies that either disputed domain name was registered or is being used in bad faith. The Respondent emphasizes that the disputed domain name <tigereydesign.com> was created in 1998 and contends that it has been held as an asset of the Respondent's business for years, while the disputed domain name <tigereyepromotions.com> was registered in 2017 to correspond to the Respondent's existing corporate name. The Respondent contends that its use of the disputed domain names reflects the ordinary operation of an established business rather than an attempt to target the Complainant. The Respondent further contends that the dispute is a longstanding business and trademark dispute that exceeds the scope of the Policy and should be resolved by a court. The Respondent requests that this proceeding be suspended or terminated in view of the pending federal litigation and also requests a finding of Reverse Domain Name Hijacking.

## **6. Discussion and Findings**

### **A. The Complainant's Unsolicited Supplemental Filing**

The Panel first addresses the Complainant's unsolicited Supplemental Filing. Paragraphs 10 and 12 of the Rules grant the Panel discretion concerning the admissibility of supplemental materials, and section 4.6 of the WIPO Overview of WIPO Panel Views on Select UDRP Questions ("[WIPO Overview 3.1](#)") notes that unsolicited supplemental filings are generally discouraged. The Supplemental Filing principally seeks to rebut the Respondent's contention that the Complainant ceased using TIGEREYE DESIGN for an extended period before obtaining the federal trademark registration. The Panel does not find it necessary to resolve that factual issue. Even assuming that the Supplemental Filing supports the Complainant's position concerning continued use, it would not alter the Panel's conclusion that the broader dispute is unsuitable for determination under the Policy. The Panel therefore declines to accept the supplemental filing. See *Capital Distribution Consulting Inc. v. Hiro Bharwani, Horizons Group (London) Ltd*, WIPO Case No. [D2021-2871](#)

("the supplemental filings would not alter the Panel's findings below on the suitability of the Policy for this dispute").

## **B. Suitability of the Policy for this Dispute**

To succeed, the Complainant ordinarily must demonstrate that all three elements listed in paragraph 4(a) of the Policy have been satisfied: (i) the disputed domain names are identical or confusingly similar to a trademark or service mark in which the Complainant has rights, (ii) the Respondent has no rights or legitimate interests in respect of the disputed domain names, and (iii) the disputed domain names have been registered and are being used in bad faith.

The Respondent requests that the proceeding be suspended or terminated because related litigation is pending between the Parties in federal court. The existence of concurrent court proceedings does not itself require suspension or termination of a UDRP proceeding. Paragraph 18(a) of the Rules gives the Panel discretion to suspend, terminate, or continue the proceeding, and sections 4.14.1 and 4.14.2 of the [WIPO Overview 3.1](#) note that panels generally do not suspend UDRP proceedings merely because related litigation is pending. The Panel therefore does not suspend or terminate this proceeding on that basis.

The central issue is instead whether this dispute is suitable for resolution under the Policy. The Policy provides a streamlined mechanism directed principally to abusive domain name registration. Section 4.14.6 of the [WIPO Overview 3.1](#) recognizes that where a dispute involves complex business or contractual issues, a panel may deny the complaint without reaching the merits because the dispute exceeds the relatively limited cybersquatting scope of the UDRP and is more appropriately resolved by a court.

Prior panels have declined to resolve comparable disputes under the Policy where the domain name issues could not readily be separated from broader questions concerning business ownership, contractual rights, or succession. See, e.g., *Ruff Roofers, Inc., Ruff Roofing, Inc. and Roofing by Ruff, Inc. v. Jean Ruff*, WIPO Case No. [D2014-1755](#); *Roger Martin v. Sandra Blevins, Social Design*, WIPO Case No. [D2016-0181](#); and *Capital Distribution Consulting Inc. v. Hiro Bharwani, Horizons Group (London) Ltd*, supra.

The Panel finds that this is such a case. The disputed domain names are intertwined with a longstanding business relationship between the parties and materially conflicting accounts of that relationship.

The parties vigorously dispute, among other things, the Complainant's historical relationship with the Respondent, the nature and extent of the Complainant's rights in and use of the mark TIGEREYE DESIGN, the Respondent's rights arising from its corporate name and business activities, and the meaning and legal effect of the 2017 Agreement for Purchase and Sale of Membership Interests. These contested and nuanced factual disputes bear directly on all three elements of the Policy.

Accordingly, the Panel declines to make findings under any of the three elements of paragraph 4(a) of the Policy. Nothing in this Decision should be understood as determining the Complainant's and the Respondent's respective trademark, contractual, or other legal rights, or whether the Complainant or the Respondent is ultimately entitled to ownership or control of the disputed domain names.

## **C. Reverse Domain Name Hijacking**

The Respondent has also requested a finding of Reverse Domain Name Hijacking. The Panel declines to make such a finding. Although the Complaint is denied, the Complainant relies on a federal trademark registration and on provisions of the 2017 agreement that the Complainant contends support its claimed rights in the TIGEREYE DESIGN mark. Without expressing any view on the merits of those contentions, the Panel does not find that the present record establishes that the Complaint was brought in bad faith or primarily to harass the Respondent. See [WIPO Overview 3.1](#), section 4.16; *Ruff Roofers, Inc., Ruff Roofing, Inc. and Roofing by Ruff, Inc. v. Jean Ruff*, supra.

## **7. Decision**

For the foregoing reasons, the Complaint is denied.

*/Evan D. Brown/*

**Evan D. Brown**

Sole Panelist

Date: August 18, 2026