ARBITRATION
AND
MEDIATION CENTER

WIPO
WORLD
INTELLECTUAL PROPERTY
ORGANIZATION

ADMINISTRATIVE PANEL DECISION

CSUE Technologies, Inc. v. Dick Porter and Michael Stellato / Diversey Electric Distribution LLC
Case No. D2026-2992

1. The Parties

The Complainant is CSUE Technologies, Inc., United States of America ("United States" or "US"), represented by Economou IP Law, United States.

The Respondents are Dick Porter, United States, and Michael Stellato / Diversey Electric Distribution LLC, United States, self-represented.

2. The Domain Name and Registrar

The disputed domain name <stub-ease.com> is registered with Launchpad.com Inc. (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on July 8, 2026. On July 9, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On the same date, the Registrar transmitted by email to the Center its verification response, disclosing registrant and contact information for the disputed domain name which differed from the named Respondent (Statutory Masking Enabled / S. F.) and contact information in the Complaint. The Complainant filed an amended Complaint on July 17, 2026. The Center sent an email communication to the Complainant on July 21, 2026, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant did not file a further amendment.

The Center verified that the Complaint and 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 Respondents of the Complaint, and the proceedings commenced on August 4, 2026. In accordance with the Rules, paragraph 5, the due date for Response was August 24, 2026. The Center received email communications from the parties named Respondent in the Complaint and/or third parties on July 21 and July 28, and August 5,

August 6, August 21, and August 24, 2026. The Complainant filed a Supplemental Filing on September 2, 2026, and one of the Respondents replied to it on the same date and sent another email communication on September 4, 2026.

The Center appointed W. Scott Blackmer as the sole panelist in this matter on August 28, 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 corporation organized under the laws of the State of Illinois, United States, with a principal place of business in Niles, Illinois. According to the Complaint, the Complainant's founder and president Jeffrey Krause is an inventor who has designed innovative products for the electrical contracting and construction industries; the Complainant manufactures and markets these products.

Among the Complainant's flagship products are several versions of STUB-EASE, an alternative to electrical conduit "stub-ups" that typically protrude from concrete slabs at construction sites during the building process, creating inefficiencies and safety hazards for construction workers. STUB-EASE is essentially a standardized electrical conduit connector in a pre-bent plastic sleeve designed to be embedded in the concrete, offering a safer and more precise construction solution. The Complainant has obtained three United States patents on its products, as well as Underwriters Laboratories ("UL") certification, and the products conform to US federal Occupational Safety and Health Administration ("OSHA") specifications.

The Complainant claims common-law rights in STUB-EASE as a word mark through continuous use for "over five years". In support of this claim, the Complainant cites advertising via its current website at "www.csuetech.com" and formerly (before "misdirection of the website") at a website associated with the disputed domain name. The Complainant also provides links to YouTube videos promoting the Complainant's products available, respectively, since 2018 and 2019.

The Complainant also has a pending application with the United States Patent and Trademark Office to register STUB-EASE as a standard character mark in International Class 17, Serial Number 99675621, filed February 28, 2026, claiming first use in commerce on June 1, 2015.

The disputed domain name was created on August 10, 2017, and is registered to the Respondent "Dick Porter", listing no organization, a postal address in the United States, and a contact email address at "[…]@covfinancial.com", a domain name associated with the website of "Coveted Financial Services", a "fractional CFO consultancy" based in St. Charles, Illinois.

The Complaint attaches the Declaration of Richard ("Dick") Porter, stating that he was formerly vice president of "Emergent Safety Supply / Safety Supply Illinois, LLC (together, 'Emergent Safety')", which purchased a product in the STUB-EASE product line and used the disputed domain name to market it. Mr. Porter states as follows:

"The Stub-EASE product, together with its associated trademarks, patents, and product certifications, is the property of CSUE Technologies, Inc. ('CSUE') and its principal, Jeffrey Krause. I have never claimed, and do not claim, ownership of the Stub-EASE trademark, the underlying product, or the intellectual property associated with it."

The Complainant recounts that it entered into a marketing and distributorship agreement in 2017 with MRP Business Holdings, LLC "d/b/a Safety Supply Illinois, LLC and Emergent Safety Supply ('Emergent Safety')".[1] The Complaint attaches an Exclusive Distributor Agreement dated February 11, 2017, between

[1]The online database of the Illinois Secretary of State shows that MRP Business Holdings, LLC was formerly named Safety Supply

the Complainant and Safety Supply giving the latter exclusive distribution rights to the Complainant's product. The Complainant relates that pursuant to this agreement S. F., a marketing consultant engaged by Emergent Safety, was granted access to the domain credentials for the disputed domain name, which was used for the Complainant's website. According to the Complaint, Ms. F. changed the password and retained control of the disputed domain name when the Exclusive Distributor Agreement was terminated.

The Porter Declaration offers more details about this chain of events. It explains that the disputed domain name was "procured and administered in connection with the Stub-EASE business through a third-party company, Coveted Financial Services LLC" ("Coveted Financial"). S. F. worked for Coveted Financial, not Emergent Safety, serving as part-time marketing consultant on the Stub-EASE product. Mr. Porter explains that the concept was to create a separate website to market the Stub-EASE product line apart from other products of the "parent companies" CSUE Technologies, Inc. and Emergent Safety. Mr. Porter says that he paid sums to Coveted Financial for marketing and website services but always understood that the disputed domain name "belonged to Jeffrey Krause". "At no time did I personally acquire ownership of the [disputed domain name] in a manner that would entitle me to sell, transfer, or permanently convey it to any third party."

The Complainant and Mr. Porter's company Emergent Safety later decided to terminate the Exclusive Distributor Agreement. Mr. Porter says that he transferred his STUB-EASE product inventory and business to Marino Stellato Concepts LLC ("Marino Stellato Concepts").[2] Mr. Porter says this about the transfer: "my intent and understanding were limited to the storage, logistics, and continued sale of existing product inventory. I understood that Marino Stellato Concepts LLC would use the [disputed domain name] and related materials on a temporary basis solely to facilitate the sale of that inventory — not to acquire, own, or permanently keep the [disputed domain name]." When Mr. Porter subsequently attempted to access the disputed domain name, he found he was unable to do so.

Michael Stellato, a principal of Marino Stellato Concepts, was not named as a Respondent in these proceedings and did not submit a formal Response. However, he sent emails to the Center outlining his position and attached a copy of the Asset Purchase Agreement effective December 31, 2024, between M & R Distribution, LLC, Richard B. Porter, and M. G. P. as "Seller" and Diversey Electric Distribution LLC (the latter signed by Michael Stellato, Manager) as "Purchaser", reflecting the transaction described in the preceding paragraph. The agreement by its terms transfers "all of the tangible and intangible assets of Seller" and expressly includes as intangible assets "the Seller's web site and web address located at 'www.stub-ease.com'". The Panel notes that according to the online database of the Illinois Secretary of State, Michael Stellato is one of two members of the limited liability company Marino Stellato Concepts.

Following the transfer of the Porters' STUB-EASE business to Mr. Stellato's business Diversey Electric Distribution LLC ("Diversey"), the disputed domain name has resolved, as it does at the time of this Decision, to a website (the "Competing website") that advertises the Complainant's STUB-EASE products in their various sizes. The site is not headed with the Complainant's name or mark but with the tagline, "Eliminate Electric Conduit Stub-Ups", followed by text that includes the words, "At Stub-EASE …". The home page links to one of the Complainant's YouTube videos demonstrating the Complainant's STUB-EASE products. The Competing website copies or mimics text and illustrations from the Complainant's current website headed with the words, "Stub-EASE™ provides:" followed by a description of product features and benefits. The "FAQs" refer to Emergent Safety Supply as the "exclusive distributor", although that is no longer the case. The Competing website touts the Complainant's patent rights, sales, and a prominent client, as does the Complainant's current website. The Competing website displays a link to the Complainant's UL

Illinois, LLC and then terminated on December 23, 2024. "Emergent Safety Supply" was a registered assumed name of the company. The Panel notes that the YouTube videos still linked from the Complainant's current website are headed "STUB-EASE™ By Emergent Safety".

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.

[2]The Panel notes that the online database of the Illinois Secretary of State shows that this is an active Illinois limited liability company organized in 2017.

certificate. The “Contact” page solicits contact information from site visitors, but the telephone number provided is not the Complainant’s but reportedly of one of Mr. Stellato’s businesses.

The Complainant recounts unsuccessful efforts to obtain a positive response from Marino Stellato Concepts concerning the disputed domain name and the Competing website.

The Complainant also contacted Ms. F. and asked for the return of the disputed domain name. She responded by email on April 16, 2026, saying she had been contacted by “three different parties asserting their claim”. “I do not have any financial interest in the [disputed domain name]”, Ms. F. continued, asking for either a signed agreement among the parties or a court order “confirming rightful ownership”.

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 to its pending and “expected” United States trademark registration and its longstanding common law trademark used in advertising its patented products.

The Complainant argues that the Respondent Porter lacks rights or legitimate interests, observing that Mr. Porter, formerly a principal of Emergent Supply, acknowledges that he had no authorization to acquire the disputed domain name other than in connection with distributing the Complainant’s product for the term of a distribution agreement and that Ms. F. only managed the disputed domain name and associated website as the employee of a contractor to Emergent Supply. The Complainant concludes that Ms. F. “was granted access to domain credentials as a functional necessity in pursuance of her marketing responsibilities” but had no ownership interest in the disputed domain name, and neither did Mr. Porter or his company Emergent Supply. Their legitimate interests in the disputed domain name ended with the termination of the Exclusive Distributor Agreement.

The Complainant argues that the disputed domain name is being retained in bad faith by Ms. F., despite her acknowledgement that she has no ownership rights, and used in bad faith by Marino Stellato Concepts for the Competing website, disrupting the Complainant’s business, attracting Internet users to a competing site, and effectively holding the disputed domain name hostage.

B. Respondents

The Respondent Dick (Richard) Porter did not reply to the Complainant’s contentions but submitted a Declaration in support of the Complaint, as described above.

The Panel treats Michael Stellato / Diversey Electric Distribution LLC as Respondents as well, as they evidently control the disputed domain name and use it for the Competing website, to sell their inventory of the Complainant’s products obtained from Mr. Porter. The Stellato/Diversey Respondents submitted an informal response with an attached copy of the Asset Purchase Agreement under which Mr. Porter transferred product inventory and intangible assets including the disputed domain name to Diversey in December 2024.

The Stellato/Diversey Respondents do not challenge the Complainant’s trademark claims, but they argue that the Complainant was aware of their transaction with Mr. Porter and their efforts to market the STUB-EASE products. They provide evidence of a payment to the Complainant to purchase additional inventory, and they state that the Complainant supported them in organizing a booth at the 2025 convention of the National Electrical Contractors Association (NECA). They assert that the Complainant has defaulted on

delivery of product they have paid for and is now trying to deprive them of the benefit of their purchase of Mr. Porter's business, expressly including the disputed domain name and the associated website marketing of STUB-EASE products.

6. Discussion and Findings

6.1. Supplemental Filings

The Complainant filed an unsolicited Supplemental Filing on September 2, 2026, and the Stellato/Diversey Respondents replied to it on the same date and on September 4, 2026.

The Complainant's Supplemental Filing seeks to rebut the Response by submitting what it describes as the original version of the 2024 Asset Purchase Agreement and argues that the agreement transferred a different domain name – <stubease.com> – rather than the disputed domain name, thereby undermining the Respondent's claim of legitimate acquisition. The Supplemental Filing further emphasized that the Respondent Porter never personally owned the disputed domain name but held it on behalf of the Complainant (or in trust for it) in connection with the parties' distributor relationship and therefore lacked authority to transfer any ownership interest in the disputed domain name.

The Stellato/Diversey Respondents replied on the same date and again on September 4, 2026, essentially contesting the authenticity of the version of the agreement submitted by the Complainant, noting that it is not countersigned.

Ultimately, as explained below, the Panel does not find it necessary to choose between the versions submitted by the Parties of the 2024 Asset Purchase Agreement between the Respondent Porter and the Stellato/Diversey Respondents, but the Panel accepts the Parties' Supplemental Filings as part of the record in an effort to understand the entire context of these transactions concerning the disputed domain name.

6.2. Substantive Issues

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 Complainant claims rights under its "expected" grant of a pending trademark registration application, but the Complaint must be grounded on an existing trademark or service mark. Policy paragraph 4(a)(i); WIPO Overview 3.1, section 1.1.4.

Although the record is relatively thin, the Panel finds the Complainant has established unregistered trademark or service mark rights in the word mark STUB-EASE for the purposes of the Policy. WIPO Overview 3.1, section 1.3. There is evidence of online (including two YouTube videos which garnered over 4,000 million views each) and social media marketing associated with the mark since 2018, when the Internet Archive's Wayback Machine has the earliest archived screenshots of a website advertising the Complainant's products. The Complainant has routinely affixed the "TM" symbol announcing common law or pending registered trademark rights to product labelling and online advertising.

The entirety of the mark is reproduced within the disputed domain name. Accordingly, the disputed domain name is identical to the mark 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.

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 Porter lacks rights or legitimate interests in the disputed domain name. Mr. Porter explicitly says that the disputed domain name was to be owned by the Complainant and denies authorization to acquire and manage the disputed domain name beyond the term of his company's Exclusive Distributor Agreement, which was terminated (the Parties do not say when).

The Stellato/Diversey Respondents claim rights or legitimate interests under their 2024 Asset Purchase Agreement with Mr. Porter, which – in the version provided by Respondents – clearly included the disputed domain name and any intellectual property in his business. There is evidence that the Stellato/Diversey Respondents attempted to take Mr. Porter's place, using the disputed domain name to continue marketing the Complainant's products, selling his remaining inventory of the Complainant's products, obtaining the Complainant's support to display products at an industry convention, and paying in advance for more inventory. Evidently, the relationship soured. The Complainant asked for control over the disputed domain and website, and the Stellato/Diversey Respondents say the Complainant did not deliver products or return their payment.

No matter which version of the Porter-Diversey Asset Purchase Agreement represents the final agreement of those parties (the Panel notes the possibility, for example, that the partially executed version submitted by the Complainant was merely a draft), the Panel finds this is immaterial to the present Decision because neither version establishes that Mr. Porter owned the disputed domain name, and he denies that he did. He clearly states that he registered the disputed domain name on behalf of the Complainant and used it in connection with the Exclusive Distributor Agreement with the Complainant that was terminated by the time he entered into the Asset Purchase Agreement with Diversey. Thus, that Asset Purchase Agreement, if it mentioned the disputed domain name (as it does in the version submitted by the Respondent), appears to transfer an asset that did not belong to Porter. The Complainant was not a party to that Agreement, and there is no mention in the record that the Complainant and the Stellato/Diversey Respondents, or any other business of Mr. Stellato such as Marino Stellato Concepts, ever entered into a licensing or distribution agreement with each other.

In sum, there is no convincing evidence on this record on which to ground a finding that the Stellato/Diversey Respondents possess or succeeded to rights or legitimate interests in the disputed domain name such as those enumerated in the Policy or otherwise. They are not themselves "commonly known" by a corresponding name, and their offering of the Complainant's products through a website that imitates the Complainant as described above, without accurately identifying source or relationship, cannot be deemed legitimate (nominative) fair use by a distributor. See WIPO Overview 3.1, section 2.8.1.

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.

The disputed domain name was registered in 2017. However, UDRP panels have recognized that a transfer of a domain name registration to a new holder (the respondent) is the date a panel will consider in assessing bad faith. WIPO Overview 3.1, section 3.9. In the present case, the Panel notes that the Stellato/Diversey Respondents came into control of the disputed domain name, evidently in about December 2024, with full awareness of its use for a website advertising the Complainant's STUB-EASE branded products, with the Complainant's trademark claims asserted on the website itself and on the product labelling, and with the stated intention of continuing to market and distribute those products. The Stellato/Diversey Respondents did not have a license or distribution agreement with the Complainant, and Mr. Porter, who sold them the inventory of his business, no longer had an exclusive distribution agreement with the Complainant.

Thus, while the Stellato/Diversey Respondents denigrate the Complainant's marketing, they effectively went into competition with the Complainant, which continued to advertise its products on social media as well as on its company website. The Stellato/Diversey Respondents suggest that the Complainant was well aware of their activities, but they offer no proof of an agreement or license. The highly imitative website associated with the disputed domain name does not identify the site operator and gives the impression of being operated by or affiliated with the Complainant. It comports with the example of bad faith given in the Policy, paragraph 4(b)(iv), intentionally attempting to attract Internet users for commercial gain by creating a likelihood of confusion with the Complainant's mark, as well as the example in paragraph 4(b)(iii), disrupting the business of a competitor.

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 <stub-ease.com> be transferred to the Complainant.

/W. Scott Blackmer/
W. Scott Blackmer
Sole Panelist
Date: September 11, 2026