

ADMINISTRATIVE PANEL DECISION

340B Technologies, Inc. d/b/a Nuvem v. Albert Rojas
Case No. D2026-3237

1. The Parties

The Complainant is 340B Technologies, Inc. d/b/a Nuvem, United States of America (“United States”), represented by Davis Wright Tremaine LLP, United States.

The Respondent is Albert Rojas, United States.

2. The Domain Names and Registrar

The disputed domain names <nuvemrx.co> and <nuvemrx.nyc> are registered with GoDaddy.com, LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on July 23, 2026. On July 23, 2026, the Center transmitted a request by email to the Registrar for registrar verification in connection with the disputed domain names. On July 23, 2026, the Registrar transmitted its verification response by email to the Center, 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 July 27, 2026. In accordance with the Rules, paragraph 5, the due date for Response was August 16, 2026. The Respondent sent several email communications to the Center on July 29, 2026, August 18 and 19, 2026.

The Center appointed William F. Hamilton as the sole panelist in this matter on August 19, 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 Delaware corporation headquartered in Sharon Hill, Pennsylvania, doing business as an integrated pharmacy solutions provider that helps healthcare organizations administer Section 340B of the federal Public Health Service Act.

The Complainant owns United States trademark registration No. 6,142,318 for a figurative mark incorporating the word NUVEM (the “NUVEM Mark”), registered September 1, 2020, with a priority date of April 17, 2018, and first use in commerce since April 20, 2020, in International Classes 35, 44, and 45. The Complainant also owns three United States trademark registrations for the standard-character mark NUVEMRX (collectively, the “NUVEMRX Marks”): Registration Nos. 8,303,258; 8,303,255; and 8,303,252, each registered June 16, 2026, in International Classes 35, 36, and 42, respectively, with first use in commerce since November 21, 2025.

The background to this dispute is set out in detail in *340B Technologies, Inc. d/b/a Nuvem v. Albert Rojas*, WIPO Case No. [D2025-4322](#) (“D2025-4322”), and is only briefly summarized here. The Complainant employed the Respondent for nine days, from October 16 to October 24, 2023, during which the Respondent signed a confidentiality agreement covering the Complainant’s non-public information (the “Confidentiality Agreement”). After his termination, the Respondent published a critical website at <nuvem.nyc>, followed by a June 2024 email in which the Respondent challenged the Complainant to sue him, and an August 2024 demand for USD \$250,000 plus attorneys’ fees to relinquish the domain name and website. In January 2025, the parties settled (the “Settlement Agreement”): the Complainant paid the Respondent USD \$10,000, and the Respondent agreed to surrender <nuvem.nyc> and any other domain name referencing the Complainant, its affiliates, or their trade names.

The Respondent registered <nuvem.health> on November 7, 2024, while settlement discussions were ongoing, and <nuvem340b.com> on May 22, 2025, several months after signing the Settlement Agreement, and used both for a similarly critical website. In [D2025-4322](#), the Panel found <nuvem.health> identical, and <nuvem340b.com> confusingly similar, to the NUVEM Mark, rejected the Respondent’s whistleblower and criticism defenses on the ground that the domain names went well beyond any fair, referential use and instead suggested affiliation with the Complainant, and on November 13, 2025 ordered both domain names transferred to the Complainant.

The Respondent separately sued the Complainant in the United States District Court for the Southern District of New York, asserting whistleblower retaliation and related claims. See *Rojas v. Nuvem Health LLC*, Case No. 1:25-cv-04684 (S.D.N.Y.). On November 12, 2025, the court dismissed that action without prejudice for insufficient service of process and for failure to state a claim. The court also noted the Respondent’s pattern of unauthorized filings after the close of briefing, which it struck, and observed that the Respondent had engaged in similar conduct in a separate action against another former employer, where the filings were likewise stricken.

Notwithstanding the D2025-4322 decision and the dismissal of his federal action, the Respondent registered the disputed domain name <nuvemrx.nyc> on December 15, 2025, and the disputed domain name <nuvemrx.co> on April 2, 2026, both with the Registrar. The disputed domain name <nuvemrx.nyc> redirects to <nuvemrx.co>, where the Respondent maintains a website styled as a “Public Evidentiary Archive” and “Whistleblower Position Statement”, repeating substantially the same narrative concerning his October 2023 termination and a disclosure he made to the U.S. Department of Health and Human Services Office for Civil Rights. The Complainant did not authorize the Respondent’s registration or use of the disputed domain names, or any use of the NUVEM Mark or the NUVEMRX Marks.

5. Parties' Contentions

A. Complainant

The Complainant contends that it has satisfied each element required under the Policy for transfer of the disputed domain names.

The Complainant argues that the disputed domain names wholly incorporate the NUVEM Mark and the NUVEMRX Marks, and that neither the “.co” nor the “.nyc” extension avoids confusing similarity.

The Complainant argues that the Respondent lacks rights or legitimate interests in the disputed domain names. It contends that the Respondent's registration of names incorporating the Complainant's marks, after having agreed under the Settlement Agreement to refrain from doing so, cannot constitute a bona fide offering or a legitimate noncommercial use, and that the Respondent's website again republishes the Complainant's confidential communications and repeats a whistleblower narrative that the Panel already considered and rejected in D2025-4322. The Complainant contends that the reasoning in D2025-4322, that domain names identical or confusingly similar to the NUVEM Mark went beyond any fair, referential use and instead courted an appearance of affiliation with the Complainant, applies equally here.

On bad faith, the Complainant contends that the Respondent registered the disputed domain names with full knowledge of the Complainant's rights, the Settlement Agreement, the D2025-4322 decision, and the dismissal of his federal action, and that this sequence establishes a deliberate pattern of registering additional domain names targeting the Complainant's marks following adverse rulings, citing UDRP authority finding bad faith on similar facts. The Complainant characterizes the Respondent's course of conduct, including his earlier USD \$250,000 settlement demand and his renewed registrations following two adverse decisions, as a continuing campaign to harass the Complainant and extract further value from it under the guise of whistleblowing.

B. Respondent

The Respondent did not submit a formal Response. In a series of informal communications to the Center between July 29 and August 19, 2026, the Respondent stated that, without admitting any of the factual or legal allegations in the Complaint, he “does not oppose the transfer” of the disputed domain names and “does not intend to contest the requested transfer”. The Respondent asked that the proceeding be concluded on that basis.

6. Discussion and Findings

The Respondent has indicated, in the communications described in Section 5.B above, that he does not oppose transfer of the disputed domain names, without admitting the allegations in the Complaint. The Complainant, so advised, elected to have the proceeding continue to a decision on the merits rather than resolve the matter by consent. Where a complainant declines a respondent's unilateral consent to transfer and requests a decision, a panel retains discretion to proceed to a substantive determination under the Policy, particularly where, as here, the record bears on a broader pattern of conduct relevant to related proceedings. See [WIPO Overview 3.1](#), section 4.10. The Panel accordingly addresses each of the three elements the Complainant must establish under paragraph 4(a) of the Policy.

A. Identical or Confusingly Similar

The first element functions primarily as a standing requirement, resolved through a straightforward comparison between the Complainant's mark and the disputed domain names. [WIPO Overview 3.1](#), section 1.7.

The Complainant holds registered rights in the NUVEMRX Marks and in the NUVEM Mark. [WIPO Overview 3.1](#), section 1.2.1. The disputed domain names <nuvemrx.co> and <nuvemrx.nyc> reproduce the NUVEMRX Marks in their entirety. The addition of the Top-Level Domain (“TLD”), “.co” in one case and “.nyc” in the other, is a standard registration requirement disregarded under the first element. [WIPO Overview 3.1](#), section 1.11.1. The disputed domain names are accordingly identical to the NUVEMRX Marks.

The NUVEM Mark is a figurative mark combining two stylized checkmark elements with the word “nuvem” in stylized lettering. Design elements of this kind are incapable of representation in a domain name and are accordingly disregarded for purposes of the first element, with the comparison instead focused on the mark’s textual component, provided that component is not itself disclaimed. [WIPO Overview 3.1](#), section 1.10. Nothing in the registration disclaims “NUVEM”, and the Panel in D2025-4322 likewise treated that word as the dominant and comparable element of the mark. The disputed domain names are accordingly confusingly similar to the NUVEM Mark: the word “nuvem” is fully recognizable in both, and the addition of the term “rx”, readily associated with prescription pharmacy services central to the Complainant’s business, does not avoid confusing similarity. [WIPO Overview 3.1](#), sections 1.8, 1.9.

Because the disputed domain names are identical, or in the alternative confusingly similar, to marks in which the Complainant has rights, the first element of the Policy is satisfied.

B. Rights or Legitimate Interests

The Complainant has made a prima facie showing that the Respondent lacks rights or legitimate interests in the disputed domain names, shifting the burden of production, though not the overall burden of proof, to the Respondent to come forward with evidence of any such rights or interests. [WIPO Overview 3.1](#), section 2.1.

Paragraph 4(c)(iii) of the Policy recognizes a legitimate noncommercial or fair use of a domain name, without intent for commercial gain to misleadingly divert consumers or tarnish the mark at issue, as a basis for rights or legitimate interests. The Respondent’s website again presents itself as a noncommercial “whistleblower” archive, and a genuine, non-pretextual criticism site can in some circumstances support rights or legitimate interests even where the underlying dispute concerns a former employer. [WIPO Overview 3.1](#), section 2.6. Where, however, the composition of a domain name is such that it is likely to be perceived as affiliated with, or issued by, the trademark holder itself, a panel will examine the surrounding circumstances holistically to determine whether a claimed critical or noncommercial purpose is genuine or pretextual. [WIPO Overview 3.1](#), section 2.6.2. The Panel applied this same framework in D2025-4322 and there found that <nuvem.health> and <nuvem340b.com>, domain names identical or confusingly similar to the NUVEM Mark with no critical or pejorative term of any kind, failed that threshold test and required the more exacting holistic inquiry that followed.

The disputed domain names here fail the same threshold test, and more plainly so. <nuvemrx.co> and <nuvemrx.nyc> reproduce the NUVEM and NUVEMRX Marks in their entirety, without any additional term denoting criticism, dissent, or whistleblowing, of the kind that would put a visitor on notice before ever reaching the site. The Respondent registered these particular domain names after the Panel in D2025-4322 had already explained, in a decision to which the Respondent was a party, that a respondent asserting a genuine critical interest has no need to select a domain name identical to the mark it criticizes when an available alternative would signal that purpose on its face. The Respondent’s renewed choice to again register the bare mark, rather than any variant signaling criticism, is not consistent with a good-faith effort at fair comment; it is consistent with an intent to trade on the Complainant’s marks themselves.

For these reasons, the Respondent has not rebutted the Complainant’s prima facie case, and the Panel finds that the Respondent lacks rights or legitimate interests in the disputed domain names. The second element of the Policy is satisfied.

C. Registered and Used in Bad Faith

Paragraph 4(b) of the Policy sets out a non-exhaustive list of circumstances that, if found, are evidence of registration and use of a domain name in bad faith; other circumstances bearing on the totality of the record may also inform the Panel's assessment. [WIPO Overview 3.1](#), section 3.1.

The Respondent is a former employee of the Complainant who has targeted the Complainant's marks in successive domain name registrations over roughly two and a half years: <nuvem.nyc>, surrendered by the Respondent under the Settlement Agreement; <nuvem.health> and <nuvem340b.com>, transferred to the Complainant in D2025-4322; and now the disputed domain names <nuvemrx.nyc> and <nuvemrx.co>. This history establishes that the Respondent registered the disputed domain names with actual knowledge of the Complainant's rights. [WIPO Overview 3.1](#), section 3.2.2.

The pattern and timing of these registrations reinforce this conclusion. The Respondent registered <nuvemrx.nyc> on December 15, 2025, roughly one month after the Panel in D2025-4322 ordered transfer of his prior domain names and after the dismissal of his related federal action. He registered <nuvemrx.co> on April 2, 2026, nearly five months after that decision. Panels have found bad faith where a respondent, already the subject of one or more adverse UDRP decisions involving the same complainant and a closely related mark, continues to register additional domain names targeting that complainant's mark. See, e.g., *Scribd, Inc. v. Ma Thien Lieu*, WIPO Case No. [D2021-3360](#); *Scribd, Inc. v. Ma Thien Lieu*, WIPO Case No. [D2022-1667](#); *Dinotech Limited v. Viktor Meshko*, WIPO Case No. [D2024-4897](#). The facts here present an even more direct case for that principle: the Respondent registered the disputed domain names only after he had already been told, in a decision to which he was a party, that materially identical conduct violated the Policy. His decision to proceed regardless is not consistent with an inadvertent or good-faith misunderstanding of his obligations; it reflects a deliberate continuation of the same course of conduct.

This course of conduct did not begin with the disputed domain names. The Respondent's use of <nuvem.nyc> was followed by a demand for USD \$250,000 to relinquish it, which was later settled for USD \$10,000, together with the Respondent's undertaking in the Settlement Agreement not to register any further domain name referencing the Complainant or its marks. The Respondent registered <nuvem340b.com> in breach of that undertaking, having already registered <nuvem.health> while the settlement was still being finalized, and, following the transfer of both domain names, registered the disputed domain names in apparent continuation of the same pattern. While the record before the Panel does not show a further monetary demand tied specifically to the disputed domain names, this history is properly considered as part of the totality of the circumstances bearing on the Respondent's intent, and it is inconsistent with the Respondent's characterization of his conduct as disinterested whistleblowing.

For these reasons, the Panel finds that the Respondent registered and is using the disputed domain names in bad faith. The third element of the Policy is satisfied.

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 names <nuvemrx.co> and <nuvemrx.nyc> be transferred to the Complainant.

/William F. Hamilton/

William F. Hamilton

Sole Panelist

Date: September 2, 2026