

## **ADMINISTRATIVE PANEL DECISION RELATED TO THE REQUEST TO CHANGE THE LANGUAGE OF THE ADR PROCEEDING**

Space Exploration Technologies Corp. v. Rune Eriksson  
Case No. DEUL2023-0006

### **1. The Parties**

The Complainant is Space Exploration Technologies Corp., of United States of America, represented by Mewburn Ellis LLP, Germany.

The Respondent is Rune Eriksson, of Sweden.

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

The disputed domain name is <starlinked.eu>.

The Registry of the disputed domain name is the European Registry for Internet Domains (“EURid” or the “Registry”). The Registrar of the disputed domain name is One.com A/S.

### **3. Procedural History**

The Request to Change the Language of the ADR Proceeding (the “Request”) was filed in English with the WIPO Arbitration and Mediation Center (the “Center”) pursuant to the .eu Alternative Dispute Resolution Rules (the “ADR Rules”), Paragraph A(3)(b), on December 4, 2023. On December 4, 2023, the Center transmitted by email to the Registry a request for registrar verification in connection with the disputed domain name. On December 7, 2023, the Registry 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 and contact information in the Request. The Center sent an email communication to the Complainant on December 7, 2023, providing the registrant and contact information disclosed by the Registry, and inviting the Complainant to submit an amendment to the Request. The Complainant filed an amended Request on December 11, 2023.

In accordance with the ADR Rules, Paragraph A(3)(b)(3), the Center formally notified the Respondent of the Request, and the proceedings commenced on December 12, 2023. In accordance with the ADR Rules, Paragraph A(3)(b)(4), the due date for Response was December 24, 2024. The Respondent did not submit any response. The Respondent sent informal email communications on December 12, 2023, and January 5, 2024. Accordingly, the Center informed the Parties of its commencement of Panel appointment process on January 5, 2024.

The Center appointed Knud Wallberg as the sole panelist in this matter on January 10, 2024, in accordance with the ADR Rules, Paragraph A(3)(b)(4). 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 ADR Rules, Paragraph B(5).

#### **4. Factual Background**

The Complainant is located in the United States of America and claims to have rights in the trademark STARLINK, which *inter alia* is registered as a European Union trademark with registration No. 017133621, registered on May 15, 2018, for goods and services in classes 9, 38 and 42.

The Respondent is located in Sweden.

The disputed domain name was registered on October 13, 2022, and currently does not resolve to an active website. It results from the EURid registrar verification that the language of the registration agreement is Swedish.

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

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

In accordance with Paragraph A(3)(b)(1)(iii) of the ADR Rules, the Complainant ascertains that the Respondent has working knowledge in English. In support of this allegation, the Complainant has provided a copy of Respondent's website under the disputed domain name, the content of which was all in English, while the Complainant, for its part, does not speak Swedish. According to the Complainant, it follows from this that proceeding in English would be fair and equal and that if the proceedings were to be conducted in Swedish, this would cause severe delay, cost and inconvenience to the Complainant.

##### **B. Respondent**

The Respondent did not file a formal reply to the Complainant's contentions. The Panel notes that the Respondent submitted informal communications in which he agreed to transfer the disputed domain name but did not make any substantive comments with regards to the language of the ADR proceeding.

#### **6. Discussion and Findings**

In accordance with Paragraph A(3)(a) of the ADR Rules, "unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the ADR Proceeding shall be the language of the Registration Agreement for the disputed domain name. In the absence of an agreement between the Parties, the Panel may in its sole discretion, having regard to the circumstances of the ADR Proceeding, decide on the written request of a Complainant that the language of the ADR Proceeding will be different than the language of the Registration Agreement for the disputed domain name".

The Registry in this case has confirmed that the language of the registration agreement is Swedish. The Panel notes the circumstances of the ADR Proceeding and has taken into account that, within its general powers set forth by Paragraph B(7)(b) of the ADR Rules, the Panel shall ensure that the parties are treated fairly and with equality. Moreover, according to Paragraph B(7)(c) of the ADR Rules, the Panel shall ensure that the ADR Proceeding takes place with due expedition.

The Panel recognizes that the ADR Rules are considered a variation of the Uniform Domain Name Dispute Resolution Policy ("UDRP") and that certain scenarios may warrant proceeding in a language other than that of the registration agreement. Those scenarios include, *inter alia*, (i) evidence showing that the respondent

can understand the language of the complaint, (ii) the language/script of the domain name particularly where the same as that of the complainant's mark, (iii) any content on the webpage under the domain name, (iv) prior cases involving the respondent in a particular language, (v) prior correspondence between the parties, (vi) potential unfairness or unwarranted delay in ordering the Complainant to translate the complaint, [...] or (x) other indicia tending to show that it would not be unfair to proceed in a language other than that of the registration agreement. (See WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), section 4.5.1.).

The Complainant has argued different circumstances supporting English as the language of the ADR proceeding, and that if it was required to file its Complaint in Swedish this would cause severe delay, cost and inconvenience to the Complainant. The Panel accepts these arguments and therefore finds that the Complainant has justified its reasons for requesting that the language be changed from Swedish to English.

As far as the Respondent is concerned, the Panel finds that there can be no doubt that the Respondent is familiar with the English language. As evidenced by the Complainant, the website under the disputed domain name previously contained text written in English, just as the Respondent has used English in its email correspondence in connection with this Complaint. The Panel therefore finds that the change of language would not treat the Respondent unfairly.

## **7. Decision**

For the foregoing reasons, in accordance with Paragraph A(3)(b)(6) of the ADR Rules, the Panel orders that the language of the ADR proceeding shall be English and any future submission by the Parties (including the submission of a new Complaint) regarding the disputed domain name <starlinked.eu> shall be made in the language of the ADR Proceeding in accordance with paragraph A(3)(c) of the ADR Rules.

This Panel's decision shall be final and not subject to appeal.

*/Knud Wallberg/*

**Knud Wallberg**

Sole Panelist

Date: January 29, 2024