



## **WIPO Arbitration and Mediation Center**

### **ADMINISTRATIVE PANEL DECISION**

#### **Caesars World, Inc. and Park Place Entertainment Corporation v. Japan Nippon**

**Case No. D2003-0615**

#### **1. The Parties**

The Complainants are Caesars World, Inc. (CWI) and Park Place Entertainment Corporation (“Park Place”), Las Vegas, Nevada, United States of America represented by Pitney Hardin Kipp & Szuch, United States of America.

The Respondent is Japan Nippon of United States of America.

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

The contested domain names are <caesarsentertain.com> and <caesarsentertainments.com>.

Both of the contested domain names are registered with Dotster.com (“Registrar”).

#### **3. Procedural History**

The Complaint was brought pursuant to the Uniform Domain Name Dispute Resolution Policy (the “Policy”), which was adopted by the Internet Corporation for Assigned Names and Numbers (ICANN) on August 26, 1999, and approved on October 24, 1999, and in accordance with the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”) as approved on October 24, 1999, and by the World Intellectual Property Organization Supplemental Rules for Uniform Domain Name Dispute Resolution Policy in effect as of December 1, 1999 (the “Supplemental Rules”).

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) in e-mail form on August 5, 2003, and in hard-copy form on August 7, 2003, along with Annexes A-H and the appropriate payment.

The Complainants’ attorney stated that, on August 5, 2003, he served a copy of the Complaint itself together with a copy of the cover sheet, on the Respondent and the

Registrar by e-mail, and also on the Registrar by postal express mail. The attorney stated that he was unable to serve a copy of the complaint to the Respondent by postal mail inasmuch as the WhoIs database provided no mailing address for the Respondent.

Pursuant to paragraph 4(d) of the Policy, the Complainants selected the Center as the ICANN approved administrative dispute resolution service provider to administer this proceeding. Through the Complaint, the Complainants requested a single person panel.

After receiving the original Complaint, the Center, in accordance with paragraph 5 of the Supplemental Rules, determined whether the Complaint fully complied with the formal requirements of the Rules and the Supplemental Rules. In that regard, on August 6, 2003, the Center requested confirmation from the Registrar of information set forth in the Complaint relative to the contested domain names; specifically, contact and registrant information for the domain names, as well as whether the Registrar received a copy of the Complaint from the Complainants. The Center also requested the Registrar to specify: (a) whether the Policy applies to the contested domain names, (b) whether the registrant has submitted, in its registration agreement, to the jurisdiction at the location of the principal office of the registrar for court adjudication of disputes concerning or arising from the use of the domain names, (c) specify the language of the registration agreement, and (d) whether the domain names will remain "locked" during the pendency of this proceeding.

Subsequently, on August 12, 2003, the Registrar provided its response to the Center through which the Registrar provided contact information pertinent to the contested domain names to the extent present in its WhoIS database, confirmed that Dotster is the registrar of both domain names, confirmed that it had received a copy of the Complaint and that the Policy applied to the domain names, stated that the language of the registration agreement is English and that the domain names were then in a "Registrar-lock" status. The Registrar also informed the Center that the Respondent, through its registration agreement, submitted to the jurisdiction at the location of the principal office of the Registrar or that of the Respondent's own domicile for court adjudication of disputes concerning or arising from the use of the domain names.

On August 15, 2003, the Center notified the Respondent of the filing of the Complaint, including an indication that the Center was forwarding a complete copy of the Complaint, by email, to the Respondent (without the annexes). Specifically, the Center separately provided its notice along with the Complaint, by email, to the Respondent's technical and administrative contacts as set forth in the WhoIs record for each of the contested domain names as well as to the postmaster at each of the contested domain names. The Center did not send a hard-copy version of the Complaint, with annexes, by postal mail, to the Respondent presumably because, as indicated in both of these WhoIs records, the Respondent did not provide a postal mail address to the Registrar. In that regard, the Respondent's address as listed in both WhoIs records as simply "Japan Nippon US". In addition and also on August 15, 2003, the Center forwarded a copy of the Complaint to the Registrar. The Complaint, and its accompanying documents, and all subsequent communications associated therewith were provided in the preferred manners and to the addresses as mandated by paragraphs 2(a), 2(b) and 4(a) of the Rules.

Hence, the notification to the Respondent having occurred on August 15, 2003, under paragraph 4(c) of the Policy, this administrative proceeding is deemed to have commenced on that date.

Having reviewed the Complaint and succeeding correspondence between the Center

and the Registrar, in detail, the Panel agrees with the determination of the Center that the Complaint and its handling met the requirements of the Rules and the Supplemental Rules.

The Respondent was then provided with a 20 calendar day period, expiring on September 4, 2003, to file its Response with the Center and serve a copy of the Response on the Complainants.

As of September 15, 2003, the Center had not received a substantive response to the Complaint from the Respondent; hence, the Center, in an email letter dated September 15, 2003, notified the Complainants and the Respondent of the Respondent's default.

Accordingly, pursuant to the Rules and Supplemental Rules, by email letter dated September 18, 2003, the Center contacted the undersigned, Mr. Peter L. Michaelson, Esq., requesting his service as a sole panelist for this dispute. Later that day, Mr. Michaelson accepted and returned, by facsimile to the Center and, to ensure compliance with paragraph 7 of the Rules, a fully executed Statement of Acceptance and Declaration of Impartiality and Independence. The Center, through an email letter dated September 19, 2003, notified the parties of the appointment of Mr. Michaelson as sole panelist.

Based on the deadline set forth in paragraph 15 of the Rules, a decision was to be issued by the Panel to the Center on or before October 3, 2003.

This dispute concerns two domain names, specifically <caesarsentertain.com> and <caesarsentertainments.com>.

The language of this proceeding is English.

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

A copy of the WhoIS registration records for each of the contested domain names appears in Annex A to the Complaint. As indicated on this record, the Respondent registered both domain names with the Registrar on July 17, 2003.

##### **A. The Complainants' "CAESARS" Marks**

The Complainants own numerous United States and foreign trademark registrations for marks that contain just the term "CEASARS" alone or this term in conjunction with other terms (collectively the "CAESARS" Marks). The Complainants have provided illustrative lists of its incontestable US and its foreign registrations in paragraphs 21 and 23, respectively, of the Complaint. Further, as part of the declaration of Mitchell F. Simbal appearing in Exhibit D to the Complaint, the Complainants have provided hard-copy printouts of the records for the illustrative US registrations from the Trademark Electronic Search System (TESS) which is available through the web site of the United States Patent and Trademark Office (USPTO). The pertinent details for a small but relevant sampling of the Complainants' incontestable US registrations are as follows:

1. CAESARS (stylized)  
US registration 954,637; registered March 6, 1973  
Second Renewal commencing January 10, 2003

This mark was registered for use in connection with: "Providing hotel, restaurant, baby sitting, convention facility, beauty salon, and barber shop services" in international class 42. This mark claims a first use and first use in inter-state commerce dates of August 5, 1966.

2. CAESARS (block letter)  
US registration 954,684; registered March 6, 1973  
Second Renewal commencing October 17, 2002

This mark was registered for use in connection with: "Providing health clubs, night club entertainment, tennis instruction, and casino services" in international class 41. This mark claims a first use and first use in inter-state commerce dates of August 5, 1966.

3. CAESARS (block letter)  
US registration 983,525; registered May 7, 1974  
First Renewal commencing June 22, 1994

This mark was registered for use in connection with: "Hotel, restaurant, baby sitting, convention facility, beauty, and barber shop services" in international class 42. This mark claims a first use and first use in inter-state commerce dates of August 5, 1966.

4. CAESARS (stylized)  
US registration 1,001,363; registered January 7, 1975  
First Renewal commencing March 23, 1995

This mark was registered for use in connection with: "Night club entertainment, health club, tennis instruction, and casino services" in international class 41. This mark claims a first use and first use in inter-state commerce dates of August 5, 1966.

## **B. The Complainants' Activities**

The Complainants provide gaming services, hotel services and entertainment services through their operation of the "CAESARS" casinos and hotels; specifically, the "CAESARS PALACE" casino/hotel in Las Vegas, Nevada; "CAESARS TAHOE" casino/hotel in Stateline, Nevada; "CAESARS ATLANTIC CITY" casino/hotel in Atlantic City, New Jersey; "CAESARS INDIANA" casino/hotel in Bridgeport, Indiana; and "CAESARS GAUTENG" casino/hotel in South Africa. In addition, the Complainants provide casino services under the name "CAESARS PALACE AT SEA" aboard the "Crystal Harmony" and "Crystal Symphony" cruise ships. These vessels on which the "CAESARS" Marks are used and displayed have literally traversed the world.

The "CAESARS" Marks are used to designate and promote the Complainants' goods and services and are firmly associated with the Complainants.

The "CAESARS PALACE" casino/hotel opened on August 5, 1966. On average, approximately 1,500,000 people stay at the "CAESARS PALACE" casino/hotel each year. Millions more visit without spending the night. As a result, the "CAESARS PALACE" casino/hotel has enjoyed and continues to enjoy exceptional success.

Complainant Caesars World, Inc. (CWI) has spent over \$200,000,000 in connection with advertising and promoting its "CAESARS PALACE" casino/hotel under the CAESARS Marks during the period August 1996 through December 2001.

The “CAESARS ATLANTIC CITY” casino/hotel opened on June 25, 1979. On average, more than 700,000 people stay at this property each year. CWI has spent in excess of \$15,000,000 over the last three years promoting this property.

The “CAESARS TAHOE” casino/hotel opened in November 1979, with 440 rooms. In 2001, over a quarter of a million guests stayed at this property. CWI regularly spends over \$1,000,000 per year on promoting this property.

In 1990, Complainant CWI began providing casino services under the trademark “CAESARS PALACE AT SEA” aboard the Crystal Harmony cruise ship operated by one of the large cruise lines in the world, Crystal Cruises. In 1995, CWI expanded “CAESARS PALACE AT SEA” to include the Crystal Symphony cruise ship.

CWI has maintained a web site devoted to the “CAESARS” casinos and hotels at “www.caesars.com” since on or about June 1995. (a WhoIs printout showing Complainant Park Place as the registrant of <caesars.com>, and copies of various home pages of this web site throughout the years, as preserved at “www.archive.org”, appear in Exhibit E to the Complaint.) A user can also access this web site through “www.caesarspalace.com”, “www.caesarsac.com”, “www.caesars-tahoe.com” and “www.caesarsindiana.com”. The web site has continuously displayed the “CAESARS” Marks since June 1995. In the year 2000 alone, 2,018,843 unique visitors visited that site.

The “CAESARS” casinos and hotels have hosted numerous prominent sports and entertainment events. Many of these events have been televised, usually on a nationwide basis, in the U.S., contributing to the wide spread fame of the “CAESARS” Marks. Over the years the “CAESARS PALACE” casino/hotel has hosted shows and events featuring major talents. These include, e.g., Evel Knievel, Ali v. Frazier, Alan King, Caesars Palace Tennis Classic, Foreman v. Frazier, Ali v. Bugner, Holmes v. Sauers, ESPN Thursday Night Boxing, Lily Tomlin, Paul Anka, UNLV v. UCLA Alumni Basketball Classic, Jerry Lewis Telethon, Joan Rivers, Julio Iglesias, George Burns, and Connors v. Navratilova.

As a result of Complainants’ efforts, CWI’s family of marks has gained world-wide recognition and fame, which has been recognized by other UDRP panels.

All of the Complainants’ incontestable marks were registered long prior to the Respondent’s registration of the contested domain names.

The Complainants also own numerous domain name registrations that contain the CAESARS Marks and have provided a list of some of those domain names in paragraph 24 of the Complaint.

Complainant Park Place, in taking advantage of the fame and power of the “CAESARS” brand and thus to heighten the Complainant’s world-wide recognition, publicly announced on July 15, 2003 that it intended to change its corporate name to “CAESARS ENTERTAINMENT, INC.”

### **C. The Respondent’s Activities**

The Respondent registered the contested domain names on July 17, 2003, just two days after the Complainant Park Place announced its name change. On July 18, 2003, the Complainant Park Place received an unsolicited e-mail from the Respondent indicating

that the Respondent was aware of Complainant Park Place's impending corporate name change and offered to sell the contested domain names to that Complainant (a copy of that e-mail appears in Exhibit B to the Complaint). That e-mail incorrectly listed one of those domain names as <caesarentertain.com> rather than <caesarsentertain.com>.

As of August 1, 2003, the Respondent's "www.caesarsentertain.com" web site displayed a message that it is "Under Construction" along with links to various subject categories including hotels, business and finance, travel and entertainment. At the top of the home page, to which that name resolved, is the message "Domain for Sales" with an e-mail contact address. (a copy of the home page from the "www.caesarsentertain.com" web site appears in Exhibit G to the Complaint).

Prior to July 31, 2003, the Respondent's "www.caesarsentertainments.com" web site redirected Internet users to an internal page of Complainants' "www.parkplace.com" web site. Further, up to that date, the Respondent's "www.caesarsentertainments.com" web site was also framed with a bottom border, or tool bar (apparently provided by Dotster), that included various links labeled "Domain Search," "Web Hosting," "Email" and "Shopping." Each such link, except "Shopping", led to a Dotster web page unaffiliated with the Complainants. The "Shopping" link led to the "www.1-yourshopping.com" web site, also unaffiliated with the Complainants, which advertised various merchandise. The border also included smaller links labeled "Domain Registration" and "Web Hosting" (both pointed to a Dotster Web page), "DNS Management" (which pointed to a "www.mydomains.com" web page), and "Analytical Laboratories" (which pointed to a <www.caslab.com> web site).

Subsequent to July 31, 2003, the Respondent removed its redirection to Complainant's "www.parkplace.com" web site, with, as a result, "www.caesarsentertainments.com" no longer pointing to an active web site. However, the bottom border, or tool bar, is still present. (a hard-copy printout of the home page from the "www.caesarsentertainments.com" web site as it appeared on August 4, 2003, also appears in Exhibit G to the Complaint).

## **5. Parties' Contentions**

### **A. Complainant**

#### **i. Similarity**

The Complainant contends that each of the contested domain names is virtually identical or confusingly similar to the Complainants' "CAESARS" Marks.

Specifically, the Complainants state that each of the contested domain names simply adds the word "entertain" or "entertainments" to Complainants' registered mark "CAESARS". Since the Complainants provides night club, casino and related "entertainment" services, the Complainants contend that the terms "Caesars Entertain" and "Caesars Entertainments" may create the same commercial impression as does "Caesars."

Furthermore, the Complainants contend that Internet users are likely to believe the contested domain names are related to, associated with or authorized by the Complainants, and, in fact, that was the very reason why the Respondent registered the contested domain names.

Therefore, the Complainants conclude that they have met the confusing similarity/identity requirement in paragraph 4(a)(i) of the Policy.

## **ii. Legitimacy**

The Complainants contend that, for several reasons, the Respondent has no rights or legitimate interests in the contested domain names pursuant to paragraph 4(a)(ii) of the Policy.

First, the Complainants state, that even though the Respondent may have derived income, from the links available on the web sites associated with the Respondent's "www.caesarsentertainments.com" web site, this income is certainly not sufficient to create any legitimate interest of the Respondent in the domain name <caesarsentertainments.com>.

The Complainants also point to the fact that the Respondent registered the contested domain names only after the Complainants had established rights in their "CAESARS" Marks, and only two days after Complainant Park Place had publicly announced its intention to change its corporate name. In that regard, the Complainant alleges that the Respondent specifically chose the contested domain names to avail itself of their confusing similarity to the Complainants' marks, including Park Place's new corporate name. In support of its view, the Complainants point to the July 18, 2003 email which the Respondent sent to Complainant Park Place, one day after the former registered the contested domain names, stating that: "I know you change name to caesars entertainment, I have domain name www.caesarsentertainment.com and www.caesarentertain.com [sic] I would like to sale the domain name." The Complainants contend that this course of conduct demonstrates that the Respondent had no interest in the contested domain names other than selling them to Complainants -- that interest not being legitimate under the Policy

The Complainants also take the position that where, as here, the Complainants' marks and name are so well known and so widely recognized, and have been used for so many years, the Respondent could not have legitimately used either of the contested domain names.

The Complainants further state that no relationship exists between the Complainants and the Respondent which would give rise to any license, permission, or authorization through which Respondent could own or use the contested domain names. The Complainant contends that this view is supported by the Respondent's offer to sell the contested domain names to the Complainant Park Place.

Lastly, the Complainants contend that the Respondent is not commonly known by either of the contested domain names and is not making legitimate noncommercial or fair use of them. Indeed, to the Complainants' knowledge, the Respondent is not making and has never made any use of either of the contested domain names apart from attempting to sell them to the Complainant, offering the domain name <caesarsentertain.com> for public sale, and redirecting Internet users who enter the domain name <caesarsentertainments.com> to the Complainants' web site "enhanced" with advertising links.

Thus, the Complainants conclude that the Respondent has no rights or legitimate interests in either of the contested domain names pursuant to paragraph 4(a)(ii) of the Policy.

### **iii. Bad Faith**

The Complainants contend that, also for various reasons, the Respondent has registered and is now using the contested domain names in bad faith.

First as to paragraph 4(b)(i) of the Policy, the Complainants contend that the Respondent registered the contested domain names for the plain purpose of selling them to the Complainants at a profit. This purpose is evidenced by the Respondent's registration of the domain names two days after the Complainant Park Place announced its impending corporate name change, and by Respondent's unsolicited offer to sell the domain names, sent one day following their registration. To the Complainant, the timing of these events, coupled with the text of Respondent's e-mail, strongly imply that Respondent registered the domain names fully aware of the Complainants' intended use of its "CAESARS ENTERTAINMENT" mark and clearly indicates Respondent's intent was to sell the domain names to the Complainants, presumably at a profit.

Second, as to paragraph 4(b)(iv) of the Policy, the Complainants contend that the Respondent intentionally used the contested domain names in an attempt to attract, for commercial gain, Internet users to its web site or other on-line location, by creating a likelihood of confusion with the Complainants' marks as to the source, sponsorship, affiliation or endorsement of its web site or location of a service on its web site or location. In particular, the Complainant states that the Respondent admits in his July 18, 2003 e-mail that he is aware of the Complainants' intended use of its "CAESARS ENTERTAINMENT" mark, and implies that consumers in general would also be aware of this fact. Consequently, the Complainant concludes that the Respondent's use of the contested domain names, to intentionally create a likelihood of confusion, is a deliberate attempt to attract Internet users to the Respondent's web sites as a result of that confusion.

Moreover, after registering the domain name <caesarsentertain.com>, the Respondent offered it for public sale. The Complainants state that consumers accessing the "www.caesarsentertain.com" web site, in an attempt to obtain information about the Complainants, will instead be confronted with an offer to purchase the domain name. The Complainants view this aspect of the Respondent's conduct as an obvious attempt to benefit commercially from the confusion created through use of the Complainants' marks.

Further, at one time, the "www.caesarsentertainments.com" web site was redirected to Complainant's web site and hence reinforced initial consumer confusion. The Complainants contend that the Respondent created this confusion to exert pressure on the Complainants to agree to the Respondent's unsolicited offer to sell the contested domain names. The Complainants also contend that the existence of advertising links on the "www.caesarsentertainments.com" web site suggests that Respondent may also seek, or have sought, to derive sales or advertising income from the consumer confusion created by use of the Complainants' marks and hard-earned good will.

Third, and with respect to paragraph 4(b)(iii) of the Policy, the Complainants contend that the Respondent registered the contested domain names primarily for the purpose of disrupting Complainants' business. This is evidenced, so the Complainants allege, by the Respondent having registered the domain names merely two days after the Complainant Park Place announced its corporate name change, the Respondent's admission that it knew of this announcement, and the Respondent's subsequent attempt to sell the domain names to the Complainant Park Place. The Complainants allege that

the Respondent's intent to disrupt the Complainants' business is further evidenced by the Respondent: (i) having offered the domain name <caesarsentertain.com> for sale to the highest bidder; and (ii) at one time, redirecting users reaching the "www.caesarsentertainments.com" web site to Complainant Park Place's web site, thereby reinforcing consumer confusion and leading consumers to believe that the advertising links (and other information Respondent may have chosen, or may choose, to post to at this web site) are endorsed or sponsored by the Complainants -- when such is not the fact.

With respect to paragraph 4(b)(ii) of the Policy, the Complainants contend that the Respondent registered the contested domain names in order to prevent the Complainants from doing so. The Complainants point to the timing of the Respondent's registrations, occurring just two days after Complainant Park Place's announcement of its impending corporate name change. The Complainant submits that inasmuch as the Respondent registered two domain names, i.e., <caesarsentertain.com> and <caesarsentertainments.com>, such multiple registration constitutes a "pattern" of cybersquatting actionable under paragraph 4(b)(ii) of the Policy.

Lastly, the Complainants contend that bad faith use and registration is further shown by the Respondent having provided incomplete or inaccurate contact information to the Registrar when it registered the contested domain names. Specifically, the Respondent provided no mailing address for the Domain Name Registrant, or for the Administrative and Technical contacts for each domain name. An e-mail address was provided only for the Administrative and Technical contacts, and differs from the address provided by Respondent's July 18, 2003 offer to sell the contested domain names. A fax and phone number is provided only for the Administrative and Technical contacts, and that appeared to be bogus.

Therefore, the Complainants conclude that the Respondent's conduct constitutes bad faith registration and use under paragraph 4(a)(iii) of the Policy, and specifically each of the separate grounds under paragraphs 4(b)(i)-(iv).

## **B. Respondent**

The Respondent has not filed any response to the allegations raised in the Complaint.

## **6. Discussion and Findings**

In view of the lack of a response filed by the Respondent as required under paragraph 5 of the Rules, this proceeding has proceeded by way of default. Hence, under paragraphs 5(e), 14(a) and 15(a) of the Rules, the Panel is directed to decide this administrative proceeding on the basis of the Complainants' undisputed representations. In that regard and apart from judging this proceeding through mere default of the Respondent, the Panel makes the following specific findings.

### **A. Similarity**

Without any hesitation whatsoever, the Panel finds that confusion is likely to arise as a result of the Respondent's use of either of the contested domain names.

In particular, each of the contested domain names includes Complainant's registered "CAESARS" mark. The Complainants have alleged that they have been using the term "CAESARS" as a mark since August 1966, in connection with, inter alia, their hotel,

casino and entertainment services -- approximately 37 years prior to the July 17, 2003, date on which the Respondent registered the contested domain names, and have continuously and extensively so used that mark to the present. Clearly, it defies reason to harbor the slightest doubt that the Complainants' CAESARS mark has acquired requisite secondary meaning and distinctiveness and fame quite some time prior to July 2003, and unquestionably to a level sufficient from which the Panel can just reflexively infer that potential customers and Internet users are likely to recognize the "CAESARS" mark or any of the "CAESARS" Marks as signifying hotel, casino, entertainment and related services offered by the Complainants or any organization related thereto -- of which the Respondent is clearly not one.

Further, in the context of hotel and casino services, which include providing nightly entertainment of one sort or another, be it sporting events, musical shows or other events -- for which the Complainant has unquestionably acquired an extensive reputation for doing through its "CAESARS" Marks which have become famous in connection therewith, the Panel finds that the term "entertainment" and "entertain" are simply generic terms which add absolutely no distinctive elements to the formative of the contested domain names, i.e., "CAESARS", to distinguish either of those domain names from the Complainant's "CAESARS" Marks and thus preclude confusion. In fact, given the fame which the Complainants' "CAESARS" Marks have acquired over 35 years of extensive, substantial and continuous use, the Panel can conceive of no element that could be added to the term "CAESARS" to yield a domain name, particularly one that is contemplated for use with a web site that provides hotel, casino, entertainment and/or related services, that could adequately avert such confusion.

In fact, the Panel believes, and the record utterly fails to indicate otherwise, that the Respondent's concatenation of the generic terms "entertain" and "entertainment" to the Complainants' "CAESARS" mark was intended to and would very likely exacerbate, rather than ameliorate, the confusion.

Therefore, there can be no doubt that the Respondent had just this goal in mind and hence intentionally chose to cause and opportunistically exploit the user confusion that would inevitably arise to the Respondent's own commercial advantage, when it formed each of the contested domain names by appending the generic word "entertain" and "entertainment" to the "CAESARS" mark. In fact, this goal is amply supported by the Respondent's own e-mail dated July 18, 2003, to the Complainant through which the Respondent, having registered the contested domain names just one day before and having admitted its own prior knowledge of the Complainants' name change to "CAESARS ENTERTAINMENT", offered to sell the disputed domain names to the Complainant Park Place.

Such confusion would undoubtedly cause Internet users intending to access Complainants' web site, but who reach a web site through either of the contested domain names, to think that an affiliation of some sort exists between either of the Complainants and the Respondent, when, in fact, no such relationship would exist at all. See, e.g., *Leiner Health Services Corp. v. ESJ Nutritional Products* NAF Case No. FA173362 (September 16, 2003); *Am. Family Life Assurance Company of Columbus v. defaultdata.com*, NAF Case No. FA 123896 (October 14, 2002); *AT&T Corp. v. Abreu*, WIPO Case No. D2002-0605 (September 11, 2002); *Pfizer Inc. v. Order Viagra Online*, WIPO Case No. D2002-0366 (July 11, 2002); *L.F.P., Inc. v. B and J Props.*, NAF Case No. FA 109697 (May 30, 2002); *Frampton v. Frampton Enters, Inc.*, WIPO Case No. D2002-0141 (April 17, 2002); *Spence-Chapin Servs. to Families and Children v. Wynman*, NAF Case No. FA 100492 (December 10, 2001); *MPL Communications v. LOVEARTH.net*, NAF Case No. FA 97086 (June 4, 2001);

*Meijer, Inc. v. Porksandwich Web Servs.*, NAF Case No. FA 97186 (July 6, 2001); *MPL Communications v. IWebAddress.com*, NAF Case No. FA 97092 (June 4, 2001); *Am. Home Prods. Corp. v. Malgioglio*, WIPO Case No. D2000-1602 (February 19, 2001); *Surface Prot. Indus., Inc. v. The Webposters*, WIPO Case No. D2000-1613 (February 5, 2001); *Dollar Fin. Group, Inc. v. VQM NET*, NAF Case No. FA 96101 (January 25, 2001); *eBAY Inc. v. G L Liadis Computing, Ltd.*, WIPO Case No. D2000-1463 (January 10, 2001); *Treeforms, Inc. v. Cayne Indus. Sales Corp.*, NAF Case No. FA 95856 (December 18, 2000); and *The Pep Boys Manny, Moe and Jack of CA v. E-Commerce Today, Ltd.*, eResolution Case No. AF-0145 (May 3, 2000).

Therefore, the Panel finds that both of the contested domain names <caesarsentertain.com> and <caesarsentertainments.com> sufficiently resemble the Complainants' "CAESARS" Marks as to cause confusion; hence, the Complainants have shown sufficient similarity between their registered marks and the contested domain names under paragraph 4(a)(i) of the Policy.

## **B. Rights or Legitimate Interests**

The Panel believes that not only has the Respondent not provided any basis that would legitimize any claim it has to either of the contested domain names, it is extremely unlikely that the Respondent could ever make such a claim.

The simple reason is that each of the contested domain names contains the Complainants' "CEASARS" mark under which the Complainants provide their goods and services. Furthermore, the Complainants have never authorized the Respondent to utilize that mark or a mark confusingly similar thereto, in conjunction with the specific goods and services which the Complainants provide under their "CEASARS" Marks, nor do the Complainants have any relationship or association whatsoever with the Respondent.

Hence, any use to which the Respondent were to put the mark "CEASARS " or a mark confusingly similar thereto, in connection with hotel, casino, entertainment or related goods and services would directly violate the exclusive trademark rights now residing in the Complainants. See, e.g., *Leiner Health Services Corp. v. ESJ Nutritional Products, supra*; *AT&T Corp. v. Roman Abreu d/b/a Smartalk Wireless*, WIPO Case No. D2002-0605 (September 11, 2002); *MPL Communications*, FA 97086 and FA 97092, *supra*; *Am. Online, Inc. v. Fu*, WIPO Case No. D2000-1374 (December 11, 2000); *Treeforms, Inc., supra*.

It is eminently clear to this Panel that the Respondent's actions involving the contested domain names amount to nothing more than opportunistic exploitation for his own pecuniary benefit of inevitable Internet use confusion -- which can never denote rights or legitimate interests in a domain name.

Specifically, here, the Respondent, informed of the impending corporate name change of Complainant Park Place to CAESARS ENTERTAINMENT INC., registered the contested domain names knowing full well and even implicitly acknowledging the extensive reputation and fame of the "CAESARS" Marks, and to compound matters then offering, one day later, to sell both domain names to the Complainant Park Place. There can be no doubt that the Respondent was fully aware that he had no legitimate claim to either of the contested domain names when he registered them let alone when he offered them for sale. It utterly defies the Panel's credibility to contemplate that the Respondent's motives were anything other than attempting to coerce the Complainants into purchasing the domain names for no other reason than to prevent the Respondent

or any subsequent third-party transferee (to which the Respondent might sell or transfer either of the domain names) from using either of the domain names – domain names that, under the Policy, could only rightfully reside in the Complainants -- in a manner that would cause Internet user confusion and ultimately injure the Complainants. In short, the Respondent has registered and used the domain names – domain names that are not rightfully his -- to extort funds from the Complainants. Clearly, the Respondent did not register these domain names merely to recapture his costs of registration but obviously intended to profit from his efforts by exacting a price far higher than those costs. Otherwise, why would the Respondent have registered these domain names in the first place?

Though the Respondent evidently believed he had “stacked the deck” in his favor, what he did not gamble on was the fact that the Complainants had no patience for his deceit and simply called his bluff and instituted this proceeding to strip the domain names from him – domain names which, under the Policy, the Respondent, by its very acts and admission, could never legitimately claim in the first place.

Such exploitive use can never serve to legitimize whatever rights and interests any respondent might assert it has in a contested domain name - which, by the very default of the Respondent here, the Panel infers as a tacit acknowledgement that he has none.

In light of the above findings, the Panel is not persuaded that the Respondent has any rights or legitimate interests or, based on current facts provided to the Panel, is ever likely to acquire any rights or legitimate interests in either of the contested domain names under any provision of paragraph 4(c) of the Policy.

Thus, the Panel finds that the Respondent has no rights or legitimate interests in either of the contested domain names within paragraph 4(a)(ii) of the Policy.

### **C. Registered and Used in Bad Faith**

The Panel believes, without any hesitation whatsoever, that the Respondent's actions constitute bad faith registration and use of both of the contested domain names.

Clearly, the Respondent's acts -- as the Panel views them in the preceding section above, amounting to nothing less than extortion occasioned through opportunistic exploitation of inevitable Internet user confusion for the Respondent's own pecuniary benefit and the Complainants' detriment, constitute, by their very illegality, bad faith under the general requirement of paragraph 4(a)(iii) of the Policy.

In that regard, since the specific grounds set forth in paragraph 4(b) of the Policy are illustrative and non-exclusive and the Panel having found bad faith under paragraph 4(a)(iii), the Panel, for the sake of simplicity and brevity, will not dwell on any of these grounds other than to say that the facts here also satisfy each of those grounds as well.

Thus, the Panel concludes that the Complainant has provided sufficient proof of its allegations to establish a prima facie case under paragraph 4(a) of the Policy upon which the relief it now seeks can be granted.

## **7. Decision**

Accordingly, under paragraphs 4(i) of the Policy and 15 of the Rules, the Panel now

grants the relief sought by the Complainants.

The contested domain names, specifically <caesarentertain.com> and <caesarentertainments.com>, are ordered transferred to the Complainants.

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Peter L. Michaelson  
Sole Panelist

Dated: September 30, 2003