

ADMINISTRATIVE PANEL DECISION

Complainants are Confédération Nationale du Crédit Mutuel and Crédit Industriel et Commercial v. Khodor Dimassi
Case No. D2016-1980

1. The Parties

The Complainants are Confédération Nationale du Crédit Mutuel and Crédit Industriel et Commercial of Paris, France, represented by MEYER & Partenaires, France.

The Respondent is Khodor Dimassi of Riyadh, Saudi Arabia.

2. The Domain Names and Registrars

The disputed domain names <cicbankonline.com>, <cicdigitalbank.com>, <ciconlinebank.com>, <creditmutueldigital.com>, <digitalcic.com>, <digitalcreditmutuel.com>, <ecicbank.com> and <onlinecreditmutuel.com> are all registered with GoDaddy.com, LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on September 29, 2016. On September 30, 2016, the Center transmitted, by email, to the Registrar a request for registrar verification in connection with the disputed domain names. On September 30, 2016, the Registrar transmitted, by email, to the Center its verification response that, for all the disputed domain names, confirmed that the Respondent is listed as the registrant and provided the contact details. Further, in response to an email request on October 4, 2016 from the Center to the Complainants for an amendment of the Complaint to correct an apparent error in specifying the Registrar, the Complainants filed an amended Complaint on October 5, 2016.

The Center verified that the Complaint, together with the amended Complaint, satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the “Policy”), 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 that the proceedings commenced on October 11, 2016. In accordance with the Rules, paragraph 5, the due date for Response was set to October 31, 2016. The Respondent did not submit any

response. Accordingly, on November 1, 2016, the Center notified the parties of the Respondent's default.

On November 17, 2016, the Center appointed Peter L Michaelson as the sole panelist in this matter. 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

As reflected in the registration records for the eight disputed domain names in the public Whois database (copies of those records appear in Annexes A1-A8 to the Complaint), all the names were registered on April 29, 2016 and will expire on April 29, 2017. The disputed domain names all resolved, at the time of filing, to websites displaying registrar parkings.

A. The Complainants' Marks

Collectively, the Complainants own various French, Community (OHIM) and International trademark registrations for the marks CREDIT MUTUEL and CIC (each with or without a separate design element). The Complainants have provided copies of print-outs of corresponding registration records for the marks CREDIT MUTUEL and CIC, respectively, from publicly available databases provided by corresponding trademark offices. The following are salient details from some of these registrations:

1. CREDIT MUTUEL and design
French trademark registration No. 1475940, registered on July 8, 1988

This mark is registered for various services, including specific financial services, in international classes 35 and 36.

2. CREDIT MUTUEL and design
French trademark registration No. 1646012, registered on November 20, 1990

This mark is registered for various products and services, including specific financial services, in international classes 16, 35, 36, 38 and 41.

3. CREDIT MUTUEL
Community trademark registration No. 9943135, registered on May 5, 2011

This mark is registered for various products and services, including specific financial services, in international classes 9, 16, 35, 36, 38, 41, 42 and 45.

4. C.I.C.
French trademark registration No. 1358524, registered on June 10, 1986

This mark is registered for various services, including specific financial services, in international classes 35 and 36.

5. CIC
Community trademark registration No. 005891411, registered on March 5, 2008

This mark is registered for various products and services, including specific financial services, in international classes 9, 16, 35 and 36.

B. The Parties' Activities

The Complainant Confédération Nationale du Crédit Mutuel ("Crédit Mutuel") is the second largest French banking and insurance group. It is the political and central body for the banking group Crédit Mutuel. Principally, it centralizes the action of the 18 regional groups (federations), which together constitute 3,178 local bank agencies.

Crédit Mutuel operates a web portal under the domain names <creditmutuel.com> and <creditmutuel.fr> for its off- and online services and to provide information to the public regarding its banking services. Copies of screenshots of salient pages from both websites are provided in Annexes D1 and D2 to the Complaint.

Crédit Industriel et Commercial ("CIC") is the oldest French deposit bank having been established in 1859 by an imperial decree signed by Napoleon III. CIC was nationalized in 1982 and re-privatized in 1997. Currently, CIC is a branch of the regional federation "Fédération du Crédit Mutuel Centre Est Europe", included in the 18 federations. CIC is a holding company and network bank in the Paris region, and comprises 5 regional banks and subsidiaries that together provide various financial business lines and insurance, both in France and globally through more than 2,000 agencies in France and 38 elsewhere.

Together, the two Complainants form the CM11-CIC Group, which provides expertise across many facets of banking and insurance. The connection between these two entities is diagrammatically represented in a screenshot, provided in Annex C to the Complaint, of a webpage from their corporate website.

The Complainants are a major player in the European banking and insurance industry as reflected in their approximately 700,000 members, over 65,500 staff and 23.5 million clients.

After the Complainants learned of the Respondent's registration of all the disputed domain names, the Complainants sent a Cease & Desist letter to the Respondent requesting that he transfer all the names to the Complainants. Through the ensuing correspondence between the parties, the Respondent stated that he had no intention of transferring the names unless the Complainants paid him USD 6,000. The Complainants refused and, in turn, initiated the present proceeding.

5. Parties' Contentions

A. Complainants

(i) Identical or Confusingly Similar

The Complainants contend that each of the disputed domain names is confusingly similar to either their CREDIT MUTUEL or CIC marks.

Specifically, each of the disputed domain names contains either of these marks along with the letter "e" and/or one or more generic words such as "online", "digital", "online bank", "bank" or "digital bank", none of which is capable of adding sufficient distinctiveness whatsoever to that name to mitigate any resulting user confusion between that name and the corresponding mark.

Hence, the Complainants believe that they have satisfied the confusing similarity/identity requirement in paragraph 4(a)(i) of the Policy.

(ii) Rights or Legitimate Interests

The Complainants contend that the Respondent has no rights or legitimate interests in any of the disputed domain names pursuant to paragraph 4(a)(ii) of the Policy.

Specifically, the Respondent is not related to or connected with either of the Complainants and has never been licensed or authorized to use any of the Complainants' marks, or register or use any of the disputed domain names. Further, the Respondent is not known by either of the marks CREDIT MUTUEL or CIC.

(iii) Registered and Used in Bad Faith

The Complainants also contend that the Respondent has registered and is using each of the disputed domain names in bad faith in violation of paragraph 4(a)(iii) of the Policy.

Specifically, the Complainants allege that the Respondent, with knowledge of the Complainants and its marks, intentionally registered each of the names to take advantage of the Complainants' reputation and divert Internet users from the Complainants' websites to the Respondent's own website for his own benefit. Furthermore as indicated in a reverse Whois search, the results of which appear in Annex I to the Complaint, the Respondent registered at least 2,274 domain names, many of which incorporate trademarks of third-party companies active in the banking industry, e.g. <elloydsbank.biz>, <americanexpresseselectronic.com>, <banquepopulaireonline.com>, <banque-franceonline.com>, <hsbcdigitalbank.com>, thus evidencing a pattern of bad faith registration.

Additionally, the Respondent, as one of its principal goals of registering the eight disputed domain names, attempted to sell the disputed domain names to the Complainants at a sum far exceeding its out-of-pocket costs of registration.

Furthermore, the Respondent has never and is not now using any of the names to resolve to an operational website. Each name, since its registration, resolves to essentially the same parking page maintained by the Registrar. Such passive use reflects bad faith. In addition, the Respondent appears to have established (as indicated by the MX records provided in Annex K to the Complaint) an email server using each disputed domain name through which the Respondent would be able, should he choose to do so, to transmit email messages originating from that domain name. Given the confusing similarity between each of the disputed domain names and a corresponding one of the Complainants' marks, it is obvious that the Respondent established this capability such that he could eventually impersonate either of the Complainants to its detriment, such as, e.g., undertaking a campaign of commercial email with messages containing spam or phishing attempts.

Consequently, the Respondent's actions with respect to each of the disputed domain names reflect bad faith use.

B. Respondent

In view of the lack of any Response, this administrative proceeding continued by way of default. Hence, under paragraphs 5(f), 14(a) and 15(a) of the Rules, the Panel decided this proceeding on the basis of the Complainants' undisputed factual allegations which the Panel finds are not inherently implausible.

6. Discussion and Findings

A. Consolidation

The Complainants, through paragraphs 2 and 12 of the Complaint, requested consolidation of what otherwise would have been two separate administrative proceedings, one with the Complainant Crédit Mutuel and involving three of the disputed domain names and the other with the Complainant CIC and involving the remaining five disputed domain names, into one such proceeding involving all eight names. The Respondent is common across both proceedings as are the issues involved.

Pursuant to paragraphs 3(c) and 10(e) of the Rules, consolidation of multiple domain name disputes is appropriate where the disputed domain names are registered by the same domain-name holder, or there are

indicia of common control of the disputed domain names, and if consolidation would be equitable and procedurally efficient. See *Speedo Holdings B.V. v. Programmer, Miss Kathy Beckerson, John Smitt, Matthew Simmons*, WIPO Case No. D2010-0281. The Panel finds that on the record before it, the Complainants have sufficiently demonstrated that the disputed domain names are subject to common control, and with no rebuttal from the Respondent. The Complainants noted that the disputed domain names all wholly incorporate either one of the Complainants' marks, they were all registered with the same Registrar and by the same Respondent, and, as evidenced in Annex J to the Complaint, all the disputed domain names resolved to basically the same parking page maintained by the Registrar.

In the interests of advancing administrative efficiency, namely reducing time and cost through eliminating unnecessary and duplicative proceedings that would likely otherwise arise, the Panel grants the Complainants' request for consolidation.

B. Identical or Confusingly Similar

The Panel finds that each of the disputed domain names is confusingly similar to the Complainant's marks.

From a simple comparison of each name to either of the Complainants' marks CREDIT MUTUEL and CIC, no doubt exists that the disputed domain name is confusingly similar to them. Each of the eight disputed domain names <cicbankonline.com>, <cicdigitalbank.com>, <ciconlinebank.com>, <creditmutueldigital.com>, <digitalcic.com>, <digitalcreditmutuel.com>, <ecicbank.com> and <onlinecreditmutuel.com> consists of one of the marks and a letter "e" and/or one or two generic words, typically associated with banking and finance, along with the generic Top-Level Domain ("gTLD") ".com". The addition of the gTLD is generally irrelevant in assessing confusing similarity or identity under paragraph 4(a)(i) of the Policy and thus ignored.

It is now very well-established in UDRP precedent, including numerous decisions previously rendered by this Panel, that a minor variation to a mark is usually insufficient in and of itself, when used in forming a domain name that results from modifying the mark, to confer requisite and sufficient distinctiveness to that domain name to avoid user confusion. Here, the Respondent's incorporation of the letter "e" and/or the generic word(s) to form each domain name clearly constitutes such a minor variation. See, e.g., *Kumfs Brand Limited v. George*, WIPO Case No. D2016-1272; *Dubizzle Limited BVI v. Rana Anabtawi*, WIPO Case No. D2016-0843; *Chicago Mercantile Exchange Inc. and CME Group Inc. v. Domains By Proxy, LLC / Phupinder Gill*, WIPO Case No. D2015-1842; *Cummins Inc. v. Jamie Lent*, WIPO Case No. D2015-0188; *Staatliche Porzellan-Manufaktur Meissen GmbH v. Buy Meissen*, WIPO Case No. D2013-1687; *Forideas Pty Limited v. Movember Organization*, WIPO Case No. D2013-1385; *AlgaeCal Inc. v. AlgaeCal Fraud*, WIPO Case No. D2013-1248; *General Motors LLC v. Carol Schadt*, WIPO Case No. D2012-2106; *National Westminster Bank plc v. Steve Mart*, WIPO Case No. D2012-1711; *Tommy Bahama Group, Inc. v. Berno Group International*, WIPO Case No. D2012-0531; *National Association of Realtors v. Hammerberg & Associates, Inc.*, WIPO Case No. D2012-0075; *Space Needle LLC v. Erik Olson*, WIPO Case No. D2011-0931; *Oakley, Inc. v. Kate Elsberry, Elsberry Castro*, WIPO Case No. D2009-1286; *Clearwire Legacy, LLC v. Leon Ganesh*, WIPO Case No. D2010-0148; *Burberry Limited v. Domain Admin*, WIPO Case No. D2009-0703; *Krispy Kreme Doughnuts, Inc. v. John Sharp*, WIPO Case No. D2009-0099; *MasterCard International Incorporated v. Global Prepaid*, WIPO Case No. D2008-2008; *HRB Innovations Inc., Express Tax Service Inc. v. Calvin Brown*, WIPO Case No. D2008-1072; *Dreamworks Animation, LLC v. Creahq, Mike Furlong*, WIPO Case No. D2008-0505; *Marvel Manufacturing Company Inc. v. Koba Internet Sales, LP*, WIPO Case No. D2008-0265; *MySpace, Inc. v. Edwin De Jesus, EDJ Associates Inc.*, WIPO Case No. D2007-1878; *BlackRock, Inc. v. blackrockfinancialservices.com*, WIPO Case No. D2007-1627; *F. Hoffmann-La Roche AG v. Transliner Consultants*, WIPO Case No. D2007-1359; *National Football League v. Peter Blucher d/b/a BluTech Tickets*, WIPO Case No. D2007-1064; *Toilets.com, Inc. v. Rons Porta Johns*, WIPO Case No. D2007-0952; *Associated Bank Corp. v. Texas International Property Associates*, WIPO Case No. D2007-0334; *Gerber Childrenswear Inc. v. David Webb*, WIPO Case No. D2007-0317; *The Cheesecake Factory Inc. and The Cheesecake Factory Assets Co., LLC v. Say Cheesecake*, WIPO Case No. D2005-0766; *Napster, Inc. v. Giovanni Vinscani*, WIPO Case No. D2005-0531; *Caesars Entertainment, Inc. v. Nova Internet Inc.*, WIPO Case No. D2005-0411;

Lockheed Martin Corporation v. The Skunkworx Custom Cycle, WIPO Case No. D2004-0824; *Lockheed Martin Corporation v. Deborah Teramani*, WIPO Case No. D2004-0836; *National Collegiate Athletic Association v. Dusty Brown*, WIPO Case No. D2004-0491; and *National Association of Professional Baseball Leagues, Inc., d/b/a Minor League Baseball v. John Zuccarini*, WIPO Case No. D2002-1011.

Therefore, the Panel finds that each of the disputed domain names is confusingly similar to the Complainants' marks. Hence, the Complainants have satisfied their burden under paragraph 4(a)(i) of the Policy.

C. Rights or Legitimate Interests

Based on the evidence of record here, the Panel finds that no basis exists which would appear to legitimize a claim of rights or legitimate interests by the Respondent to any of the disputed domain names under paragraph 4(c) of the Policy.

Neither of the Complainants has ever authorized the Respondent to utilize either of the Complainants' marks CREDIT MUTUEL and CIC, and neither one has any relationship, affiliation or connection whatsoever with the Respondent.

Further, the Respondent never did and does not now use nor has he made any demonstrable preparations to use any of the disputed domain names to resolve to an operational website, let alone one through which he will make *bona fide* offerings of any goods or services. Further, the Respondent does not use the disputed domain name in connection with any legitimate noncommercial or fair use. In this regard, each of the domain names, at the time they were registered, resolved to essentially the same parking page maintained by the Registrar.

Moreover, the evidence of record clearly reflects that the Respondent is not commonly known by any of the disputed domain names or either one of the Complainants' marks. Given the Complainants' exclusive rights in their marks CREDIT MUTUEL and CIC which significantly predate, by at least some 30 years, the date (April 29, 2016) on which the Respondent registered all the disputed domain names, the Respondent could not legitimately acquire such a public association or even an association with any mark similar to those of the Complainants — at least for the goods and services provided by the Complainants under its marks — without interfering with the exclusive trademark rights of the Complainants. See, e.g., *Philip Morris USA Inc. v. Daniele Kanai, iKiss LLC*, WIPO Case No. D2015-1527; *Valero Energy Corporation and Valero Marketing and Supply Company v. Lisa Katz, Domain Protection LLC / Domain Hostmaster, Customer ID: 62520014085963*, WIPO Case No. D2015-0787; and *Chicago Mercantile Exchange Inc., Cummins Inc. and Staatliche Porzellan-Manufaktur*, all cited *supra*.

Hence, the Respondent does not fall within any of paragraphs 4(c)(i) to 4(c)(iii) of the Policy.

D. Registered and Used in Bad Faith

The Panel finds that the Respondent's actions, with respect to all of the disputed domain names, constitute bad faith registration and use.

The Panel infers, particularly from the lack of any Response, that it is likely that the Respondent was well aware of the Complainants, their substantial reputation and goodwill in their marks CREDIT MUTUEL and CIC and the exclusive rights which the Complainants then had in those marks when the Respondent registered each of the disputed domain names. Yet, in spite of that knowledge and in the absence of any authority to do so from either of the Complainants, the Respondent intentionally registered each of the names for its potential to cause confusion with a corresponding one of the Complainants' marks.

In that regard, the Respondent very likely believed that Internet users, who sought one of the Complainants' websites and were familiar with the corresponding mark of the Complainants would be confused, upon entering each name into their browsers, by the similarity between the name and that mark -- inasmuch as

each name incorporates the mark in its entirety, and consequently assume that a relationship of some sort exists between the parties, possibly a sponsorship, affiliation or endorsement of the Respondent's website by the Complainants, when no such relationship exists at all. Thus, the Respondent would intentionally divert Internet traffic, otherwise destined to the Complainants' websites, to his own site instead thus depriving the Complainants of the resulting business and quite possibly injuring their reputation all to the Complainants' ultimate detriment. This conduct is a clear violation of paragraph 4(b)(iv) of the Policy.

Furthermore, the Respondent offered to sell the domain names to the Complainants for USD 6,000. This action indicates the Respondent's intent, in registering the domain names, may well have been to eventually transfer them to the Complainants for a sum clearly exceeding its out-of-pocket costs of registration, thus violating paragraph 4(b)(i) of the Policy.

Thus, the Panel concludes that the Complainants have provided sufficient proof of its allegations, with respect to all of the disputed domain names, to establish a case under paragraph 4(a) of the Policy upon which the relief they now seek can be granted.

7. Decision

Accordingly, under paragraphs 4(i) of the Policy and 15 of the Rules, the Panel grants the relief sought by the Complainants.

The following three domain names are to be transferred to Confédération Nationale du Crédit Mutuel: <onlinecreditmutuel.com>; <creditmutueldigital.com> and <digitalcreditmutuel.com>.

The following five domain names are to be transferred to Crédit Industriel et Commercial: <ciconlinebank.com>; <cicbankonline.com>; <ecicbank.com>; <digitalcic.com> and <cicdigitalbank.com>.

Peter L. Michaelson

Sole Panelist

Date: December 1, 2016