



WIPO Arbitration and Mediation Center

ADMINISTRATIVE PANEL DECISION

Advance Newhouse Partnership v. Robert Turnbull

Case No. D2006-1376

1. The Parties

The Complainant is Advance Newhouse Partnership, East Syracuse, New York, United States of America represented by Sabin Bermant & Gould, LLP, United States of America.

The Respondent is Robert Turnbull, Georgia, United States of America.

2. The Domain Name and Registrar

The disputed domain name <brighthousestadium.com> is registered with Register.com (the "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 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 email form on October 25, 2006, and in hard copy form on October 27, 2006 along with Annexes A-H.

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

After receiving the Complaint, the Center, in accordance with paragraph 5 of the

Supplemental Rules, verified that the Complaint complied with the formal requirements of the Rules and the Supplemental Rules. In that regard, on October 30, 2006, the Center requested confirmation from the Registrar of information set forth in the Complaint relative to the disputed domain name: specifically, contact and registrant information for that domain name, as well as whether the Registrar received a copy of the Complaint from the Complainant. The Center also requested the Registrar to specify: (a) whether the Policy applies to the disputed domain name, (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 name, (c) the language of the registration agreement, and (d) whether the domain name will remain “locked” during the proceeding.

Subsequently, on October 30, 2006, the Registrar provided its response to the Center through which the Registrar specified name and contact information pertinent to the disputed domain name to the extent present in its WhoIS database, and which confirmed that the Respondent is listed as the registrant and provided the contact details for the administrative, billing and technical contacts. The response also confirmed that Register.com is the registrar of that name and stated that: the Registrar had received a copy of the Complaint, the Policy applied to the disputed domain name and the name was then held in a “locked” status. The Registrar also indicated, through the response, that: the Respondent has submitted, for court adjudication, to the jurisdiction at the location of the principal office of the Registrar; and the registration agreement is in English.

The Center verified that the Complaint satisfied the formal requirements of the Policy, the Rules, and the Supplemental Rules.

On November 28, 2006, the Center formally notified the Respondent, by e-mail letter, of the filing of the Complaint, including an indication that the Center was forwarding a complete copy of the Complaint, together with all its Annexes, by courier to the Respondent. 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 November 28, 2006, under paragraph 4(c) of the Policy, this administrative proceeding is deemed to have commenced on that date.

Having reviewed the Complaint and all preceding and succeeding correspondence between the Center and the Registrar, 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 December 18, 2006, to file its Response with the Center and serve a copy of the Response on the Complainant.

As of December 18, 2006, the Center had not received a Response to the Complaint from the Respondent; hence, the Center, in an email letter dated January 8, 2007, notified both the Complainant and the Respondent of the default of the Respondent.

On February 16, 2007, the Center appointed Peter L. Michaelson, Mark Partridge and

D. Brian King as panelists in this matter. The Panel finds that it was properly constituted. Each member of the Panel has submitted a Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with paragraph 7 of the Rules.

Based on the deadline set forth in paragraph 15 of the Rules, a decision is to be issued by the Panel to the Center on or before March 2, 2007.

This dispute concerns one domain name, specifically: <brighthousestadium.com>.

The language of this proceeding is English.

4. Factual Background

A copy of the WhoIS registration record for the disputed domain name appears in Annex A to the Complaint. As indicated on this record, the Respondent registered the disputed domain name on August 8, 2006.

A. Complainant's BRIGHT HOUSE Marks

The Complainant owns one United States trademark registration for its mark that contains the term BRIGHT HOUSE, in block letters, and asserts that it has acquired common law rights in this term itself (collectively the BRIGHT HOUSE Marks), both of which form a basis for the present dispute. The Complainant has provided, in Annex D to the Complaint, a hard-copy printout of the database entry for its US registration, as listed in the publicly accessible Trademark Electronic Search System (TESS) provided by the United States Patent and Trademark Office. The details of that registration are as follows:

BRIGHT HOUSE NETWORKS

United States registration 3,046,583; registered: May 25, 2004

filed: December 27, 2002

This mark was registered for use in connection with "Cable television broadcasting services; broadcast and telecommunications services provided via a cable platform, namely analog and digital video, cable modem service, interactive television, television on demand, personal video recording, telephony, pay per view television transmission services, providing multiple user access to a global computer information network" in international class 38, and "television programming services" in international class 41. The registration states that both first use and first use in commerce of the mark for these services in classes 38 and 41 commenced as of April 1, 2003.

B. The Parties and their Activities

The Complainant manages and owns Bright House Networks, LLC ("Bright House"), a provider of cable television, high-speed internet and telephone services in the United States. According to the National Cable & Telecommunications Association, Bright House was the seventh largest MSO in the United States as of March 2006, reaching approximately 2.275 million homes in Florida, Indiana, Alabama, Michigan and California (see a table captioned "Top 25 MSOs - as of June 2006" provided in Annex C to the Complaint and a copy of a press release from the Complainant which describes the Complainant's network business and is provided in Annex E to the

Complaint).

The Complainant uses its mark BRIGHT HOUSE in various ways and through a number of different formats to promote and market all its product and service offerings to millions of its consumers. Included within those uses is the use of the mark within the Complainant's principle domain names: <mybrighthouse.com>, <brighthouse.com> and <brighthouse.com>.

On August 8, 2006, the Complainant acquired naming rights to the University of Central Florida's ("UCF") new football stadium. The stadium, slated to open in 2007, will be named Bright House Stadium. A copy of the August 8, 2006 UCF Press Release regarding the Complainant's naming rights is provided in Annex F to the Complaint. On the same day, the Respondent registered the disputed domain name.

On August 29, 2006, the Complainant sent a letter (a copy of which appears in Annex G to the Complaint) to the Respondent inviting the latter to engage in settlement discussions including the transfer of the disputed domain name to the Complainant and without involving legal counsel or formal legal proceedings. The Respondent failed to respond to this letter. Subsequently, on September 15, 2006, the Complainant's counsel sent an e-mail message (a copy of which appears in Annex H to the Complaint) to the Respondent referencing the August 29th letter and demanding that the Respondent transfer the disputed domain name to the Complainant. The Respondent failed to respond to this message.

5. Parties' Contentions

A. Complainant

(i) Identical or Confusingly Similar

The Complainant contends that the disputed domain name, by virtue of being <brighthousestadium.com>, is confusingly similar to the Complainant's BRIGHT HOUSE Marks.

Specifically, the Complainant states that the Respondent has registered a domain name which consists of the Complainant's mark BRIGHT HOUSE to which the word "stadium" has been added, which, in turn, will likely cause consumer confusion. Moreover, the domain name is identical to the name which the Complainant is using for the new UCF stadium. As such, Internet users are likely to instantly recognize and assume that the domain name and any e-mail addresses that include that name are associated with the Complainant, when, in fact, they are not.

Hence, the Complainant believes that it has satisfied the confusing similarity/identity requirement in paragraph 4(a)(i) of the Policy.

(ii) Rights or Legitimate Interests

The Complainant contends that the Respondent has no rights or legitimate interests in the disputed domain name pursuant to paragraph 4(a)(ii) of the Policy.

In that regard, the Complainant states that it never granted the Respondent any right to use or register the mark BRIGHT HOUSE, either in connection with a domain name

registration or for any other reason, including for use with any offering of goods or services.

Further, the Complainant alleges that the Respondent's failure to respond to the Complainant's prior communications (from itself and its counsel) regarding the name indicates that the Respondent cannot demonstrate that it has any legitimate rights or interest to that name.

(iii) Registered and Used in Bad Faith

The Complainant contends that, for several reasons, the Respondent has registered and is now using the disputed domain name in bad faith under paragraph 4(a)(iii) of the Policy.

First, the Complainant alleges that the Respondent registered the name in order to prevent the Complainant from using it. In that regard, the Respondent registered the name on the same day, August 8, 2006, on which the Complainant announced its acquisition of naming rights to the UCF stadium. By doing so, the Respondent ensured that the Complainant would not be able to use the name. Furthermore, by failing to reply to the prior correspondence, the Respondent implicitly, but clearly, indicated that he intends to continue preventing the Complainant from using the name.

Second, the Complainant alleges that the Respondent registered the name for the purpose of disrupting the Complainant's business. The Respondent was clearly aware that consumers who view the name will expect to be linked to a website associated with the new UCF stadium, i.e., Bright House Stadium. Instead, those same consumers will be routed to a website containing whatever information which the Respondent chooses to post. This will lead to consumer confusion and disrupt the business of the Complainant.

Lastly, the Complainant alleges that the Respondent registered the name for commercial gain and to trade on the Complainant's goodwill. In that regard, the Respondent was clearly aware that consumer demand for information about Bright House Stadium would be significant, thus resulting in a substantial amount of web traffic. In registering the disputed domain name, the Respondent ensures that much of that traffic will be diverted to his website rather than to a site associated with the Complainant, thereby creating the potential for the Respondent to profit by exploiting the Complainant's reputation and goodwill.

B. Respondent

The Respondent failed to file 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 Complainant's undisputed representations.

Following that approach, which extends beyond judging this proceeding based on the

mere default of the Respondent, the Panel makes the following specific findings.

A. Identical or Confusingly Similar

The Panel finds that the disputed domain name is confusingly similar to the Complainant's trademark.

Specifically, the disputed domain name is simply formed by adding a single generic word "stadium" to the Complainant's mark BRIGHT HOUSE to form the term "brighthousestadium" and then appending a ".com" generic top level domain (gTLD) thereto - though the addition of any gTLD is completely ignored in assessing identity/similarity under paragraph 4(a)(i) of the Policy.

It is now very well-established by UDRP decisions, including various decisions rendered by members of this Panel, that minor variations, such as adding short letter or number groups or even a generic word to a mark are each grossly 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 name to avoid user confusion. See, e.g., *SPX Corp. v. Hevun Diversified Corp.*, NAF Case No. FA 791657 (November 13, 2006); *Google Inc. v. Burns*, NAF Case No. FA 726096 (August 16, 2006); *The Cheesecake Factory Inc. and The Cheesecake Factory Assets Co., LLC v. Say Cheesecake*, WIPO Case No. D2005-0766 (September 12, 2005); *Napster, Inc. v. Giovanni Vinscani*, WIPO Case No. D2005-0531 (July 19, 2005); see also *Caesars Entertainment, Inc. v. Nova Internet Inc.*, WIPO Case No. D2005-0411 (June 22, 2005); *Lockheed Martin Corp. v. The Skunkworx Custom Cycle*, WIPO Case No. D2004-0824 (January 18, 2005); *Lockheed Martin Corp. v. Teramani*, WIPO Case No. D2004-0836 (Dec. 1, 2004); *National Collegiate Athletic Association v. Brown*, WIPO Case No. D2004-0491 (August 30, 2004). This result follows from a simple comparison of the disputed domain name against the Complainant's mark BRIGHT HOUSE. While a sufficient number of variations or even one such significant variation itself made to a mark may suffice, under a specific factual situation, to impart requisite distinctiveness and thereby dispel user confusion (see *CP Films, Inc. v. Solar Lunar Performance Film*, NAF Case No. FA861127 (February 6, 2007) where the Presiding Panelist here found such variations there), such is clearly not the case under the present facts at hand.

User confusion, which this Panel views as inevitable, would undoubtedly cause Internet users intending to access the Complainant's web site, but who were to reach the Respondent's web site resolvable through the disputed domain name when and if the Respondent were ever to establish such a site or a third-party transferee of the name were to do so -- to think that an affiliation of some sort exists between the Complainant and the Respondent (or that transferee), when, in fact, no such relationship would exist at all. See, e.g., *SPX v. Hevun Diversified and Cheesecake Factory*, both cited supra; see also *Napster*, supra; see also *Caesars Entertainment*, supra; see also *Lockheed Martin v. Skunkworx*, supra; see also *Lockheed Martin v. Teramani*, supra; see also *Register.com, Inc. v. Reile*, NAF Case No. FA 208576 (January 27, 2004); see also *Caesars World, Inc. and Park Place Entm't. Corp. v. Japan Nippon*, WIPO Case No. D2003-0615; see also *Leiner Health Serv. Corp. v. ESJ Nutritional Prods.*, NAF Case No. FA 173362 (September 16, 2003); see also *Am. Family Life Assurance Co. of Columbus v. defaultdata.com*, NAF Case No. FA 123896 (October 14, 2002); see also *AT&T Corp. v. Abreu*, WIPO Case No. D2002-0605 (September 11, 2002); see also *L.F.P., Inc. v. B & J Properties*, NAF Case No. FA 109697 (May 30, 2002); see also *Peter Frampton v. Frampton Enter., Inc.*, WIPO Case No. D2002-0141

(April 17, 2002); see also *Spence-Chapin Services to Families & Children v. Stanley Wynman*, NAF Case No. FA 100492 (December 10, 2001); see also *Meijer, Inc. v. Porksandwich Web Serv.*, NAF Case No. FA 97186 (July 6, 2001); see also *MPL Comm., Ltd v. IWebAddress.com*, NAF Case No. FA 97092 (June 4, 2001); see also *Am. Home Prod. Corp. v. Malgioglio*, WIPO Case No. D2000-1602 (February 19, 2001); see also *Surface Protection Indus., Inc. v. The Webposters*, WIPO Case No. D2000-1613 (February 5, 2001); see also *Dollar Fin. Group, Inc. v. VQM NET*, NAF Case No. FA 96101 (January 25, 2001); see also *eBAY Inc. v. G L Liadis Computing, Ltd*, WIPO Case No. D2000-1463 (January 10, 2001); see also *Treeforms, Inc. v. Cayne Indus. Sales Corp.*, NAF Case No. FA 95856 (December 18, 2000); and see also *Pep Boys Manny, Moe and Jack of CA v. E-Commerce Today, Ltd.*, AF-0145 (May 3, 2000).

Further, nowhere does the Policy contain a restriction that specifically limits its reach to only registered marks. Therefore, given the apparent inclusive nature of the Policy, whether the Complainant has rights to an unregistered mark and hence a protectable interest under the Policy, lies with national trademark law that governs the Respondent's actions that are the subject of the Complaint. Under American law, rights accrue in unregistered, so-called "common law", marks as a result of usage, though limited by geographic and product/service markets in which the mark is used. As evidence of this, one need turn no further than to §43 of the Lanham Act (15 U.S.C. §1125(a)) which states, in pertinent part: "Any person who, on or in connection with any goods or services, or any container for goods, uses in commerce any word, term, name, symbol, or device, or any combination thereof [that] ... (A) is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of such person with another person ... shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act".

Consequently, numerous panels when faced with unregistered marks, have upheld their protectable status in the United States under the Policy. In that regard, when faced with this issue, the panel in *Brooklyn Institute of Arts and Sciences v. Fantastic Sites, Inc.*, NAF Case No. FA 95560 held: "ICANN dispute resolution policy is broad in scope in that the reference to a trademark or service mark in which the complainant has rights means that ownership of a registered mark is not required, unregistered or common law trademark or service mark rights will suffice to support a domain name complaint under the policy". See, e.g., *William M. Krings v. Hugo Hernandez*, WIPO Case No. D2006-0237 (April 18, 2006); *Sound Unseen, Ltd.; Apple Bottoms, LLC*; and *Cornell Haynes p/k/a "Nelly" v. Patrick Vanderhorst*, WIPO Case No. D2005-0636 (August 18, 2005); *True Blue Productions, Inc. v. Chris Hoffman*, WIPO Case No. D2004-0930 (December 22, 2004); *AT&T Corp. v. Roman Abreu d/b/a Smartalk Wireless*, WIPO Case No. D2002-0605 (September 11, 2002); *Peter Frampton v. Frampton Enterprises, Inc.*, WIPO Case No. D2002-0141 (April 17, 2002); *America Online, Inc. v. John Deep d/b/a Buddy USA Inc.*, NAF Case No. FA 96795 (May 14, 2001); *Missing Children Minnesota v. Run Yell Tell, Ltd.*, NAF Case No. FA 95825 (November 20, 2000); *Mike Warner 2001 v. Mike Larson*, NAF Case No. FA 95746 (November 15, 2000); *CMG Worldwide Inc. v. Naughtya Page*, NAF Case No. FA 95641 (November 8, 2000); *Home Properties v. SMSOnline*, NAF Case No. FA 95639 (November 2, 2000); and *Bridal Rings Company v. Yemenian*, NAF Case No. FA 95608 (October 26, 2000). Furthermore, the panel in *United States Postal Service v. Consumer Info. Org.*, NAF Case No. FA 95757 (November 27, 2000) held: "The UDRP does not discriminate between registered and unregistered marks." In *Exario Network Inc. v. THE DOMAIN NAME YOU HAVE ENTERED IS FOR SALE*, AF-0536, (December 11, 2000), the panel recognized: "It is well established that a

complainant need not own a registered trademark to invoke the policy. It is sufficient that a complainant have rights in an unregistered trademark.” In that regard, also see *Sand Hill Wholesale of Ohio v. Hatton*, NAF Case No. FA 95970 (December 18, 2000), and *David Taylor Cadillac/Buick Co. v. Spider Works, Ltd.*, NAF Case No. FA 95832 (November 30, 2000). Similarly, see *American Home Products Corp. v. Healthy Futures*, WIPO Case No. D2000-0454 (August 3, 2000); *Cho Yong Pil v. ImageLand, Inc.*, WIPO Case No. D2000-0229 (May 10, 2000); *SeekAmerica Networks, Inc. v. Tariq Masood and Solo Signs*, WIPO Case No. D2000-0131 (April 13, 2000); and *Bennett Coleman & Co. Ltd. v. Steven S Lalwani* and *Bennett Coleman & Co. Ltd. v. Long Distance Telephone Company*, WIPO Case No. D2000-0014 and WIPO Case No. D2000-0015 (March 11, 2000). The Complainant has such rights here in its mark BRIGHT HOUSE.

With this in mind, the disputed domain name <brighthousestadium.com> is confusingly similar to the Complainant’s BRIGHT HOUSE Marks.

Hence, the Complainant has met its burden under paragraph 4(a)(i) of the Policy.

B. Rights or Legitimate Interests

The Panel believes that the Respondent has yet to provide any basis that would legitimize a claim to the disputed domain name under paragraph 4(c) of the Policy. Moreover, it is highly unlikely that the Respondent will ever be in a position to legitimately make such a claim.

Owing to the lack of any Response, the Panel infers that the Respondent has not: (a) engaged in any demonstrable preparations to use the name in conjunction with a bona fide offering of goods or services, and (b) for that matter, used the name at all, let alone in conjunction with any legitimate noncommercial or fair use manner not intended to misleadingly divert consumers or tarnish the Complainant’s BRIGHT HOUSE Marks. In fact, the Panel, as discussed below, finds that the Respondent’s likely intent may well be to actually cause such diversion and tarnishment, to the ultimate injury of the Complainant.

Further, the Complainant has never authorized the Respondent to utilize its mark BRIGHT HOUSE or any mark confusingly similar thereto in conjunction with the specific goods and services which the Complainant provides under its BRIGHT HOUSE Marks, nor does the Complainant have any relationship or association whatsoever with the Respondent.

Hence, any use to which the Respondent were to put the mark BRIGHT HOUSE or one confusingly similar thereto, in connection with the goods or services provided by the Complainant or those similar thereto, would directly violate the exclusive rights now residing in the Complainant. See, e.g., *Krings v. Hernandez, cited supra*; *New Destiny Internet Group, LLC and Xplor Media, Inc. v. SouthNetworks*, WIPO Case No. D2005-0884 (October 14, 2005); *The Cheesecake Factory Inc. and The Cheesecake Factory Assets Co., LLC v. Say Cheesecake*, WIPO Case No. D2005-0766 (September 12, 2005); *Napster, Inc. v. Giovanni Vinscani*, WIPO Case No. D2005-0531 (July 19, 2005); *Caesars Entertainment, Inc. v. Nova Internet Inc*, WIPO Case No. D2005-0411 (June 22, 2005); *Pelmorex Communications Inc. v. weathernetwork*, WIPO Case No. D2004-0898 (December 28, 2004); *Sybase, Inc. v. Analytical Systems*, WIPO Case No. D2004-0360 (June 24, 2004); *Caesars World, Inc. and Park Place Entertainment Corporation v. Japan Nippon*, WIPO Case

No. D2003-0615 (September 30, 2003); *Leiner Health Services Corp. v. ESJ Nutritional Products*, NAF Case No. FA 173362 (September 16, 2003); *AT&T Corp. v. Roman Abreu d/b/a Smartalk Wireless*, cited *supra*; *MPL Communications, Limited et al v. IWebAddress.com*, NAF Case No. FA 97092 (June 4, 2001); *America Online, Inc. v. Xianfeng Fu*, WIPO Case No. D2000-1374 (December 11, 2000); and *Treeforms, Inc. v. Cayne Industrial Sales, Corp.*, NAF Case No. FA 95856 (December 18, 2000). Consequently, the Respondent could not legally acquire any public association between it and the mark BRIGHT HOUSE or one similar thereto, at least for the branded goods and services rendered by the Complainant or similar branded goods and services, and hence could not be commonly known or recognized by that mark and thus could not fall within paragraph 4(c)(ii) of the Policy.

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

C. Registered and Used in Bad Faith

The Panel believes that the Respondent's actions constitute bad faith registration and use of the disputed domain name.

It simply defies reason to think that the Respondent, upon learning of the Complainant's acquisition of naming rights from UCF to its new stadium and appreciating the resultant widespread recognition which the mark "BRIGHT HOUSE STADIUM" would quickly attain, had absolutely no intention of misappropriating some of that recognition for his own ends - perhaps as a means of substantially increasing the number of visitors to his website, whenever he were to establish one, than he would otherwise attract. Unsuspectingly, those additional visitors, upon being diverted to the Respondent's website would be exposed to whatever content which the Respondent were to post there. The inevitable viewer confusion resulting from this diversion would undoubtedly injure the Complainant by damaging its reputation and/or its exclusive rights in the mark.

Alternatively, it is rather logical for the Panel to infer, from the lack of any Response, that even if the Respondent had no intention of establishing his own web site resolvable through the disputed domain name, he very well may have intended to opportunistically exploit the name by ultimately demanding a substantial amount of money, certainly far exceeding his costs of registration, from the Complainant in exchange for transferring the name to the Complainant and thus preventing any further damage to the Complainant's reputation from inevitable user confusion that would otherwise occur.

If the Respondent had no such intention of opportunistically exploiting the Complainant's mark in either fashion, then why would he have registered the disputed domain name in the first place, let alone on the same exact date on which UCF announced the renaming of its stadium? This Panel sees no other plausible explanation.

Given this, the Panel can not seriously entertain, however fleetingly, any thought that the Respondent, when he registered the disputed domain name, was completely unaware of the Complainant's mark BRIGHT HOUSE and its reputation, how that reputation would be substantially enhanced through the Complainant's acquisition of the UCF stadium naming rights, but how that reputation would be seriously damaged through his retention of the name and how he could exploit the latter for his own pecuniary gain. In that regard, there can be no doubt that the press release and the registration of the domain name, both having occurred on August 8, 2006 were not

coincidental acts with the former not intentionally designed by the Respondent to ultimately injure the Complainant. Clearly, the Panel categorically dismisses any notion to the contrary as totally baseless.

Such opportunistic exploitation constitutes bad faith in and of itself under the general provision of paragraph 4(b) of the Policy. See, e.g., *True Blue Productions*, *Lockheed* and *Register.com*, all cited *supra*.

Thus, the Panel concludes that the Complainant has met its burden of proof to establish a 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 Complainant.

The disputed domain name <brighthousestadium.com> is ordered transferred to the Complainant.

Peter L. Michaelson
Presiding Panelist

Mark Partridge
Panelist

D. Brian King
Panelist

Dated: March 2, 2007