



WIPO Arbitration and Mediation Center

ADMINISTRATIVE PANEL DECISION

Caesars Entertainment, Inc. v. Nova Internet Inc.

Case No. D2005-0411

1. The Parties

The Complainant is Caesars Entertainment, Inc., Las Vegas, Nevada, United States of America, represented by Pitney Hardin LLP, United States of America.

The Respondent is Nova Internet Inc., Miami, Florida, United States of America.

2. The Domain Name and Registrar

The disputed domain name <parislasvegascasino.com> is registered with Intercosmos Media Group d/b/a directNIC.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 email form on April 18, 2005, and in hard copy form on April 20, 2005, along with Annexes (Exhibits) A-P.

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 single member panel.

After receiving the Complaint, the Center, in accordance with paragraph 5 of the Supplemental Rules, determined whether that Complaint fully complied with the formal requirements of the Rules and the Supplemental Rules. In that regard, on April 19, 2005, 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 April 19, 2005, 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, confirmed that Intercosmos Media Group d/b/a directNIC.com is the registrar of that name and stated that: it had received a copy of the Complaint, the Policy applied to the disputed domain name, the language of the underlying registration agreement for the name is English and the name was then held in an “active but restricted from being transferred” status. The Registrar also informed the Center that the Respondent, through the registration agreements, had submitted to the jurisdiction at the location of the principal office of the Registrar for court adjudication of disputes concerning or arising from the use the disputed domain name.

On April 22, 2005, 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 courier and email (the latter without the Exhibits), to the Respondent. Specifically, the Center separately provided its notice along with the Complaint, by email, to the Respondent’s domain name registrant, technical, administrative and zone contacts as set forth in the WhoIS record for the disputed domain name. 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 April 22, 2005, 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, 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 May 12, 2005, to file its Response with the Center and serve a copy of the Response on the Complainant.

As of May 12, 2005, the Center had not received a Response to the Complaint from the Respondent; hence, the Center, in an email letter dated May 18, 2005, notified the Complainant and Respondent of the default of the Respondent.

Accordingly, pursuant to the Rules and Supplemental Rules, by e-mail letter dated May 26, 2005, the Center contacted the undersigned, Mr. Peter L. Michaelson, requesting his service as a Sole Panelist for this dispute. Subsequently, on the same day, Mr. Michaelson accepted and returned, by facsimile to the Center, a fully executed Statement of Acceptance and Declaration of Impartiality and Independence. The Center, through an e-mail letter dated May 27, 2005, 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 June 10, 2005. However, due to time conflicts experienced by the Panel, the Center, upon the Panel's request, extended the due date to June 24, 2005.

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

The language of this proceeding is English.

4. Factual Background

A copy of the WhoIS registration records for the disputed domain name appears in Annex A to the Complaint. As indicated on these records, the Respondent registered the disputed domain name on January 13, 2002.

A. Complainant's "PARIS" Marks

The Complainant owns various federal trademark registrations for **the its** marks that contain the term "PARIS", either by itself or with another term, whether in block letters or stylized, (collectively the "PARIS" Marks) and on which this dispute is based. The Complainant has provided in Annex C hard-copy printouts of the entries for these marks from the publicly-accessible Trademark Applications and Registrations Retrieval (TARR) web server provided by the US Patent and Trademark Office.

The registrations are as follows:

- (a) PARIS (stylized)
United States registration 2,527,696; registered: January 8, 2002
filed: July 18, 1995 (intent-to-use basis).

This mark was registered for use in connection with "casino services" in international class 41 and "hotel and restaurant services" in international class 42, with first use of the mark for the services in both classes commencing as of September 1, 1999.

- (b) PARIS (block letters)
United States registration 2,475,977; registered: August 7, 2001
filed: March 29, 1995 (intent-to-use basis).

This mark was registered for use in connection with "casino services" in international class 41 and "hotel services" in international class 42, with first use of the mark for the services in both classes commencing as of September 1, 1999.

- (c) PARIS CASINO RESORT (block letters)
United States registration 2,465,866; registered July 3, 2001
filed: July 18, 1995 (intent-to-use basis).

This mark was registered for use in connection with “casino services” in international class 41 and “hotel and restaurant services” in international class 42, with first use of the mark for the services in both classes commencing as of September 1, 1999.

- (d) PARIS LAS VEGAS (stylized and with logo)
United States registration 2,432,163; registered February 27, 2001
filed: January 14, 2001 (intent-to-use basis).

This mark was registered for use in connection with “casino services” in international class 41 and “hotel and restaurant” services in international class 42, with first use of the mark for the services in both classes commencing as of September 1, 1999.

In addition to these U.S. Registrations, the Complainant owns various Nevada state trademark registrations for marks that include the term “PARIS”, specifically “L’ART DE PARIS” (Nevada Reg. No. 32,371), “LE MENAGERIE DE PARIS” (Nevada Reg. No. 32,373) for retail services, and “PARIS MAGNIFIQUE” (Nevada Reg. No. 32,643) for casino services.

B. The Complainant and its activities

The Complainant provides casino services and hotel and restaurant services through its operation of the Paris Las Vegas Casino and Hotel (“PARIS Hotel”) located in Las Vegas, Nevada.

The Complainant’s predecessor in interest, Park Place Entertainment Corporation, opened the PARIS Hotel for business on September 1, 1999. This hotel contains, among other things, an 83,000 square-foot casino, a rather large number of guest rooms, and replicas of Parisian landmarks including a 540 foot version of the Eiffel Tower. See Declaration of Mitchell Simbal (Senior Vice President of the Retail Division of Caesars World, Inc.) which appears in Annex D to the Complaint.

The Complainant uses its PARIS Marks in conjunction with, e.g., casino services, entertainment services and hotel and restaurant services, both at its PARIS Hotel and on-line. With respect to casino services, the PARIS Hotel contains over 2000 slot machines, 100 table games including black jack and poker, and a race and sports book. With respect to hotel services, the PARIS Hotel also contains 2,916 rooms. With respect to restaurant services, the PARIS Hotel also contains eight authentic French restaurants.

The Complainant also uses its PARIS Marks in conjunction with entertainment services, including concerts by well-known performers, including Elayne Boosler, Whoopi Goldberg, Natalie Cole, Julio Iglesias, and Howie Mandel. Complainant also uses its mark PARIS in connection with the retail services provided at the PARIS Hotel.

Prior to the registration of the disputed domain name, the Complainant obtained publicity surrounding its announcement of the construction of the PARIS Hotel and its anticipated opening. The Complainant announced its plans to build the casino and hotel on May 16, 1995. On May 22, 1996, the local county commission gave its approval to build the casino and hotel. That same year, the Complainant’s predecessor agreed to buy land for the casino and hotel. On April 18, 1997, the Complainant’s predecessor broke ground on the construction of the casino and hotel, which opened on September 1, 1999. These events, as well as many others leading up to the opening of

the casino, were widely publicized in hundreds of articles in various periodicals throughout the period prior to Respondent's registration of the disputed domain name. These articles appeared in such widely-circulated periodicals as USA Today and The New York Times. The Complainant has provided a sample of such articles in Annex E to the Complaint.

The PARIS Hotel has received significant publicity since it opened. In that regard, the Complainant has provided representative press clippings in Annex F to the Complaint. In 2001, 2002 and 2003, the Complainant spent approximately \$3,274,000; \$7,100,000 and \$11,600,000, respectively, on advertising for the PARIS Hotel. See Simbal declaration.

Further, since the PARIS Hotel opened, it attracted significant numbers of visitors. Specifically, during the year 2000, 1,838,236 guests stayed at the PARIS Hotel. During 2001, over 2,000,000 guests stayed at the property. Also, during 2000, approximately 16,510,000 pedestrians passed through the hotel, while by 2003, that number increased to approximately 24,000,000. See Simbal declaration.

The PARIS Hotel, along with the PARIS Marks, are featured in a variety of newspapers and magazines widely disseminated to the public and are used in conjunction with information brochures and merchandise that are sold or given away. The PARIS Hotel has been mentioned in the media numerous times in each of the years 1999-2004.

In addition to the land-based casino and hotel operation, the Complainant also operates a website ("PARIS" website) accessible at the domain names <parislasvegas.com> and <parisl.v.com>. The Complainant owns both names, which were registered prior to the opening of the PARIS Hotel. (Copies of printouts of the corresponding WhoIS records for these names appear in Annex G to the Complaint). Through both names, the Complainant operates the PARIS website that includes the PARIS Marks, prominently displayed on the sites, used in conjunction with casino, dining and entertainment services. (A hard-copy printout of the associated home page appears in Annex H to the Complaint). See Simbal Declaration.

In the three months preceding the opening of the PARIS Hotel, the PARIS website received 105,943 hits from consumers who were apparently interested in the property. During October-December 1999, the website had 224,072 hits. In the year 2000, 2001, 2002, 2003 and 2004, the site had 1,654,967; 3,388,095; 3,491,215; 3,512,641 and 3,355,228 hits, respectively.

Upon learning of the Respondent's website accessible through the disputed domain name, the Complainant's counsel sent a letter (a copy of which appears in Annex J to the Complaint) dated February 18, 2004, to the Respondent, via email and Certified Mail, demanding that the Respondent halt its infringing activity and transfer the disputed domain name to the Complainant. Counsel never received a response. The letter was returned to Counsel because the Respondent refused its delivery (a copy of the mailing label of the envelope, marked "Refused" by the US Post Office, appears in Annex K to the Complaint). On March 16, 2005, Counsel sent another letter (a copy of which appears in Annex L to the Complaint), via e-mail and Certified Mail, to the Respondent which again asked for a response. The Respondent also refused delivery of this letter, with a copy of the mailing label marked "Refused" by the US Post Office, appearing in Annex M to the Complaint. As of the filing date of the Complaint, Counsel has yet to receive any response from the Respondent.

C. The Respondent and its activities

The Respondent uses the disputed domain name to resolve to an online gambling site, as indicated by a hard-copy printout, provided in Annex N to the Complaint, of the home page of that site. In that regard, when a user types the disputed domain name into his browser, he is directed to the site at “www.casinofreedom.com”. Although the home page of that site in the French, on the bottom of the home page of the site the viewer can choose from various languages, including, but not limited to English, Dutch, Italian, Spanish, and Portuguese. A copy of the English version of the home page appears in Annex O to the Complaint. Such a site competes with the gambling services offered by the Complainant -- though the Complainant does not specifically offer on-line gambling as such services are illegal in the United States.

Upon information and belief, the Respondent, Nova-Internet, is affiliated with Croupier Club. According to “Gambling.Co.Uk”, Croupier Club is a “peer to peer multilingual online casino”. A copy of the Gambling.Co.Uk Gambling News Archive appears in Exhibit P to the Complaint.

5. Parties’ Contentions

A. Complainant

(i) Identical or Confusingly Similar

The Complainant contends that the disputed domain name is at least confusingly similar to the Complainant’s PARIS Marks.

Specifically, the Complainant contends that the disputed domain name is merely a slight variation of the marks “PARIS CASINO RESORT”, “PARIS” and “PARIS LAS VEGAS”. Moreover, the Complainant contends that, even if a consumer is not be confused about the nature of the Respondent after he visits the Respondent’s site, here the Respondent seeks to obtain hits because it is relying on those consumers, owing to the high degree of similarity between the name and these marks, making a connection or association of some sort between the disputed name and the PARIS Hotel -- where obviously no such connection or association actually exists.

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.

Specifically, the Complainant alleges that:

- (a) the Respondent is not commonly known by the name; and
- (b) the Respondent registered and began using the name after the Complainant had established rights in its PARIS Marks through extensive use of the marks in connection with casino services.

Further, the Complainant states that no relationship exists between the Complainant and the Respondent which would give rise to any license, permission, or authorization by which the Respondent could own or use the disputed domain name or any name which is confusingly similar to Complainant's PARIS Marks.

Moreover, the Complainant alleges that the Respondent is not using the name in connection with a *bona fide* offering of goods or services. In that regard, the Complainant states that its use of the word "PARIS" was intended to associate the image of "gay Parie" with its casino and hotel in Las Vegas. Thus, the Complainant believes that its use of the term "PARIS" is as an arbitrary and fanciful mark. Consequently, the Complainant contends that the Respondent's use of <parislasvegascasino.com> as an Internet address of an online gaming site was clearly intended to divert users looking for the PARIS Hotel or to attract consumers looking for an online casino and who would be drawn by the allure of reputation of the PARIS Hotel, hence constituting initial interest confusion. Inasmuch as the Respondent's website clearly appears to use the term PARIS to refer to the Complainant's PARIS Hotel, the Respondent has no rights of its own in the name.

Finally, the Complainant states that under US law, a US company is prohibited from offering online gaming. Given that, the Complainant contends that the Respondent's use of the mark PARIS in connection with an online casino creates an impression that the Complainant is violating the law, as the Complainant is not licensed to provide online gaming services and online gaming is not lawful in the United States of America.

(iii) Registered and Used in Bad Faith

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

In particular, the Complainant contends that inasmuch as it had firmly established its rights in its PARIS Marks well before the Respondent registered the name, then the Respondent, through use of the name, clearly intended to profit from an establishing an unauthorized association with those marks. The Respondent's prior knowledge of the Complainant's PARIS Hotel is evident from the content on the Respondent's website which clearly shows that the site is being used to divert: (a) Internet users looking for the Complainant's website, and/or (b) other Internet users looking for online casinos generally and who are attracted to the site based on the reputation of the PARIS Hotel, to the Respondent's own site which, in turn, links those users to on-line casinos -- all for the Respondent's pecuniary benefit. By establishing an unauthorized association with the Complainant's PARIS Marks, the Respondent is using the mark PARIS simply to increase traffic to its own site. Thus, under paragraph 4(b)(iv), the Respondent is using the domain name to "have intentionally attempted to attract, for commercial gain, Internet users to your [the respondent's] website ... by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your [the respondent's] website ... or of a product or service on your [the respondent's] website or location", hence violating this paragraph of the Policy.

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. In that regard and apart from judging this proceeding through mere default of the Respondent, the Panel makes the following specific findings.

A. Identical or Confusingly Similar

The Panel finds that confusion is likely to arise as a result of the Respondent's use of the disputed domain name.

The disputed domain name is formed by having appended a generic term, specifically "casino", to the Complainant's mark "PARIS LAS VEGAS" which is one of the Complainant's PARIS Marks.

It is now very well-established in UDRP precedent, including numerous decisions previously rendered by this Panel, that minor variations, such as adding short letter or number groups or even generic words to a mark, are each 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. "Casino" is certainly one such generic word. See, e.g., *Lockheed Martin Corporation v. The Skunkworx Custom Cycle*, WIPO Case No. D2004-0824 (January 18, 2005); *Lockheed Martin Corporation v. Deborah Teramani*, WIPO Case No. D2004-0836 (December 1, 2004) and *National Collegiate Athletic Association v. Dusty 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 marks.

Such confusion, should it occur, would undoubtedly cause Internet users intending to access the Complainant's website, but who reach an on-line gambling website through the disputed domain name, to think that an affiliation of some sort exists between the Complainant and the Respondent or its third-party transferee, when, in fact, no such relationship would exist at all. See, also, e.g., *Lockheed v. Skunkworx*, cited *supra*; *Lockheed v. Teramani*, cited *supra*; *Register.com, Inc. v. Wolfgang Reile a/k/a RWG Internet et al*, FA208576 (National Arbitration Forum, January 27, 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*, FA 173362 (National Arbitration Forum, September 16, 2003); *American Family Life Assurance Company of Columbus v. defaultdata.com aka Brian Wick*, FA 123896 (National Arbitration Forum, October 14, 2002); *AT&T Corp. v. Roman Abreu d/b/a Smartalk Wireless*, WIPO Case No. D2002-0605 (September 11, 2002); *L.F.P., Inc. v. B and J Properties*, FA 109697 (National Arbitration Forum, May 30, 2002); *Peter Frampton v. Frampton Enterprises, Inc.*, WIPO Case No. D2002-0141 (April 17, 2002); *Spence-Chapin Services to Families and Children v. Stanley Wynman*, FA 100492 (National Arbitration Forum, December 10, 2001); *Meijer, Inc. v. Porksandwich Web Services*, FA 97186 (National Arbitration Forum, July 6, 2001); *MPL Communications, Limited et al v. IWebAddress.com*, FA 97092 (National Arbitration Forum, June 4, 2001); *American Home Products Corporation v. Ben Malgioglio*, WIPO Case No. D2000-1602 (February 19, 2001); *Surface Protection Industries, Inc. v. The Webposters a/k/a Mark's Paint Store, Inc.*, WIPO Case No. D2000-1613

(February 5, 2001); *Dollar Financial Group, Inc. v. VQM NET*, FA 96101 (National Arbitration Forum, January 25, 2001); *eBAY Inc. v. G L Liadis Computing, Ltd. and John L. Liadis d/b/a G L Liadis Computing Ltd.*, WIPO Case No. D2000-1463 (January 10, 2001); *Treeforms, Inc. v. Cayne Industrial Sales Corp.*, FA 95856 (National Arbitration Forum, December 18, 2000); see also *Pep Boys Manny, Moe and Jack of CA v. E-Commerce Today, Ltd.*, AF-0145 (eResolution, May 3, 2000).

Therefore, the Panel finds that the disputed domain name sufficiently resembles the Complainant's "PARIS" Marks as to cause confusion; hence, the Complainant has shown sufficient similarity between its marks and the disputed domain name 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 the disputed domain name, but also it is extremely unlikely that the Respondent could ever make such a claim.

The simple reason is that the disputed domain name contains the formative portion of the Complainant's mark "PARIS" under which the Complainant provides its services and has continuously so provided its services for approximately 2 1/2 years (specifically since September 1, 1999) prior to the date (January 13, 2002) on which the Respondent has registered the name. Moreover, the extensive advertising and publicity attendant to the Complainant's services provided under its PARIS Marks further supports this Panel's view that the Respondent was well aware of the Complainant's services and its marks prior to having registered the disputed domain name.

Furthermore, the Complainant has never authorized the Respondent to utilize any of its PARIS Marks or a mark confusingly similar thereto in conjunction with the specific which the Complainant provides under its PARIS 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 "PARIS" or "PARISLASVEGAS" or one confusingly similar thereto, in connection with casino services, as the Respondent appears to be doing with respect to on-line casino services, would directly violate the exclusive trademark rights now residing in the Complainant. See, e.g., *Pelmorex Communications Inc. v. weathernetwork*, WIPO Case No. D2004-0898 (December 18, 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., AT&T Corp., and MPL Communications* FA 97086 and FA 97092, all cited *supra*; *Am. Online, Inc. v. Fu*, WIPO Case No. D2000-1374 (December 11, 2000); and *Treeforms, Inc.*, cited *supra*. Consequently, the Respondent could not legally acquire any public association between it and the name "PARIS" or "PARISLASVEGAS", and hence could never be commonly known or recognized by that name and thus fall within paragraph 4(c)(ii) of the Policy.

The Panel takes judicial notice of the fact that on-line gambling draws some participants who, but for the convenience and/or other factors, would otherwise frequent actual physical casinos. Thus, it stands to reason that some Internet gamblers who would be inclined to visit the Complainant's PARIS Hotel to utilize its casino may very well visit the Respondent's on-line gambling site instead. While the Complainant is legally prohibited, under current US law, from offering on-line casino services,

nevertheless the Panel views the on-line casino linked to the Respondent's website as being directly competitive with the Complainant's casino at its PARIS Hotel. The actions of a respondent in using the disputed domain name by first opportunistically causing user confusion and then re-directing, for its own pecuniary advantage, Internet users to a competing website can never constitute either a *bona fide* offering of goods or services under paragraph 4(c)(i) or legitimate non-commercial or fair use under paragraph 4(c)(iii) of the Policy. Such is the case here where the Respondent is re-directing Internet users, who would otherwise frequent the Complainant's casino at its PARIS Hotel, to the on-line gambling site associated with the Respondent.

Thus, the Panel finds that the Respondent has no rights or legitimate interests in the disputed domain name within 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.

Clearly, the Respondent's acts -- as the Panel views them in the preceding section above -- amounting to 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, as well disruption of the Complainant's business under paragraph 4(b)(iii) of the Policy. See, *Pelmorex* and *Lockheed v. Teramani*, both cited *supra*; *True Blue Productions, Inc. v. Chris Hoffman*, WIPO Case No. D2004-0930 (December 22, 2004); *Caesars World, Inc.*; and *Park Place Entertainment Corporation v. Japan Nippon*, WIPO Case No. D2003-0615 (September 30, 2003); and *Infospace.com, Inc. v. Tenenbaum Ofer*, WIPO Case No. D2000-0075 (April 27, 2000).

Clearly, and as discussed above, the Respondent most likely had ample prior knowledge of the Complainant's activities conducted under its PARIS Marks at the time the Respondent registered the disputed domain name. Hence, if the Respondent had no intention of benefiting from opportunistically exploiting any of those marks -- let alone to the detriment of the Complainant, then why did it register a name that so resembles those marks? The Panel can think of no credible reason. Moreover, since the Respondent failed to file a response, the Panel simply infers that no such reason exists.

Hence, the Panel views the Respondent's actions as constituting bad faith registration and use in violation of paragraph 4(a)(iii) as well as paragraph 4(b)(iv) of the Policy.

Thus, the Panel concludes that the Complainant has provided sufficient proof of its allegations 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, <parislasvegascasino.com>, is ordered transferred to the Complainant.

Peter L. Michaelson
Sole Panelist

Dated: June 22, 2005