



NATIONAL ARBITRATION FORUM

DECISION

Irwin Financial Corporation v. , Digi Real Estate Foundation
Claim Number: FA0705000978863

PARTIES

Complainant is **Irwin Financial Corporation** ("Complainant"), represented by **David A.W. Wong**, of **Barnes & Thornburg LLP**, 11 South Meridian Street, Indianapolis, IN 46204-3535. Respondent is , **Digi Real Estate Foundation** ("Respondent"), P.O. Box 7-5324, Panama City N7 8DJ, PA.

REGISTRAR AND DISPUTED DOMAIN NAME

The domain name at issue is <**irwinunionbank.com**>, registered with **BB Online UK Ltd.**

PANEL

The undersigned certifies that he has acted independently and impartially and to the best of his knowledge has no known conflict in serving as Panelist in this proceeding.

Houston Putnam Lowry, Chartered Arbitrator, as Panelist.

PROCEDURAL HISTORY

Complainant submitted a Complaint to the National Arbitration Forum electronically on May 7, 2007; the National Arbitration Forum received a hard copy of the Complaint on May 8, 2007.

On May 15, 2007, BB Online UK Ltd. confirmed by e-mail to the National Arbitration Forum that the <**irwinunionbank.com**> domain name is registered with BB Online UK Ltd. and that Respondent is the current registrant of the name. BB Online UK Ltd. has verified that Respondent is bound by the BB Online UK Ltd. registration agreement and has thereby agreed to resolve domain-name disputes brought by third parties in accordance with ICANN's Uniform Domain Name Dispute Resolution Policy (the "Policy").

On May 21, 2007, a Notification of Complaint and Commencement of Administrative Proceeding (the "Commencement Notification"), setting a deadline of June 11, 2007 by which Respondent could file a response to the Complaint, was transmitted to Respondent via e-mail, post and fax, to all entities and persons listed on Respondent's registration as technical, administrative and billing contacts, and to postmaster@irwinunionbank.com by e-mail.

Having received no response from Respondent, the National Arbitration Forum transmitted to the parties a Notification of Respondent Default.

On June 14, 2007, pursuant to Complainant's request to have the dispute decided by a single-member Panel, the National Arbitration Forum appointed Houston Putnam Lowry, Chartered Arbitrator, as Panelist.

Having reviewed the communications records, the Administrative Panel (the "Panel") finds that the National Arbitration Forum has discharged its responsibility under Paragraph 2(a) of the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules") "to employ reasonably available means calculated to achieve actual notice to Respondent." Therefore, the Panel may issue its decision based on the documents submitted and in accordance with the ICANN Policy, ICANN Rules, the National Arbitration Forum's Supplemental Rules and any rules and principles of law that the Panel deems applicable, without the benefit of any response from Respondent.

RELIEF SOUGHT

Complainant requests that the domain name be transferred from Respondent to Complainant.

PARTIES' CONTENTIONS

A. Complainant makes the following assertions:

Complainant, Irwin Union Bank, is the owner of, and has rights to IRWIN and IRWIN UNION.

Registrations:

Mark: IRWIN
Country: United States
Reg. No. 2672393
Services: banking services; consumer finance services, namely, making loans to individual consumers; mortgage banking services; equipment leasing services, namely, lease purchase financing and lease purchase loans; and insurance services, namely, insurance brokerage and underwriting credit life reinsurance.

Mark: IRWIN
Country: Canada
Reg. No. 619203
Services: consumer finance services, namely, making loans to individual consumers; equipment leasing services, namely, lease purchase financing and lease purchase loans; and insurance services, namely, insurance brokerage and underwriting credit life reinsurance, commercial lending services, and venture finance services.

Complainant has offered its services under the IRWIN UNION™ trademark and trade name since as early as 1972 and through the <irwinunion.com> domain name at least as early as 1998.

FACTUAL AND LEGAL GROUNDS

This Complaint is based on the following factual and legal grounds: ICANN Rule 3(b)(ix).

- [a.] The domain name <**irwinunionbank.com**> is identical or confusingly similar to the service mark IRWIN®, IRWIN UNION™, and the <irwinunion.com> domain name in which the Complainant has rights. ICANN Rule 3(b)(ix)(1); ICANN Policy ¶4(a)(i).
- i. Complainant is a bank holding company with a history tracing to 1871. Through its principal lines of business, Complainant provides a broad range of financial services to consumers and small businesses in selected markets in the United States and Canada. Complainant owns two wholly owned subsidiaries, namely, Irwin Union Bank and Trust Company and Irwin Union Bank, F.S.B. Irwin Union Bank and Trust Company was founded in 1871, and today operates locally-managed banks in Indiana, Michigan, Utah, and Nevada. Irwin Union Bank, F.S.B. operates locally-managed banks in Arizona, Missouri, Wisconsin, Kentucky, and California. Both companies specialize in providing a broad array of personalized financial services for the owner-operated business, entrepreneurial and professional markets.
 - ii. Complainant has used and secured trademark rights in IRWIN and IRWIN UNION™ (with dates of first use reaching back as far as 1871) and Complainant secured registration for IRWIN® in the United States and Canada well before Respondent registered <**irwinunionbank.com**>.
 - iii. Complainant has also registered the domain name <irwinunion.com> and offers banking services through the website available at <irwinunion.com> as well as its brick and mortar banks. Complainant has been using the <irwinunion.com> domain name since at least as early as 1998 in connection with providing the above-noted services.
 - iv. As a result of the excellence of the services of Complainant, the widespread association of IRWIN®, IRWIN UNION™, and the domain name <irwinunion.com> with Complainant in the minds of Internet users and others, and as a result of continuous and significant use of IRWIN® and the domain name <irwinunion.com>, Complainant has established common law rights in its marks. Additionally, Complainant's trademark registrations are *prima facie* evidence of Complainant's nationwide rights throughout the United States and Canada.

- v. Respondent has since begun using <**irwinunionbank.com**>, a domain name that is nearly identical and confusingly similar to Complainant's service marks. The creation date of <irwinunionbank.com> is June 2006 which is well after Complainant established rights in its marks. In this case, Respondent's domain name merely adds the generic term "BANK" to Complainant's mark and domain name. ICANN Domain Name Dispute decisions have consistently held that minor additions to a complainant's mark or the incorporation of merely descriptive terms are insufficient to negate the confusingly similar aspects of Respondent's domain name pursuant to Policy ¶ 4(a)(i). See *American International Group, Inc. v. Debra Speyer*, FA 422815 (Nat. Arb. Forum April 7, 2005) ("The addition of a descriptive term such as "fraud" which also describes part of Complainant's business does not change the overall impression of the mark"); *Arthur Guinness Son & Co. (Dublin) Ltd. v. Healy/BOSTH*, D2001-0026 (WIPO Mar. 23, 2001) (finding confusing similarity where the domain name in dispute contains the identical mark of Complainant combined with a generic word or term); see also *Am. Online, Inc. v. Anytime Online Traffic Sch.*, FA 146930 (Nat. Arb. Forum Apr. 11, 2003) (finding that Respondent's domain names, which incorporated Complainant's entire mark and merely added the descriptive terms "traffic school," "defensive driving," and "driver improvement" did not add any distinctive features capable of overcoming a claim of confusing similarity); *Sony Kabushiki Kaisha v. Inja, Kil*, D2000-1409 (WIPO Dec. 9, 2000) (finding that "[n]either the addition of an ordinary descriptive word . . . nor the suffix '.com' detract from the overall impression of the dominant part of the name in each case, namely the trademark SONY" and thus Policy ¶4(a)(i) is satisfied).
- [b.] The Respondent has no rights or legitimate interests to <**irwinunionbank.com**>. ICANN Rule 3(b)(ix)(2); ICANN Policy ¶4(a)(ii).
- i. Respondent is not commonly known by the <**irwinunionbank.com**> domain name and Complainant has not authorized Respondent to use any version of Complainant's mark for any purpose. The WHOIS information for the disputed domain name lists Respondent as "Digi Real Estate Foundation" and identifies no other connection between Respondent and the disputed domain name. See *Wells Fargo & Co. v. Onlyne Corp. Services11, Inc.*, FA 198969 (Nat. Arb. Forum Nov. 17, 2003) ("Given the WHOIS contact information for the disputed domain [name], one can infer that Respondent, Onlyne Corporate Services11, is not commonly known by the name 'welsfargo' in any derivation."); see also *RMO, Inc. v. Burbridge*, FA 96949 (Nat. Arb. Forum May 16, 2001) (interpreting Policy ¶ 4(c)(ii) "to require a showing that one has been commonly known by the domain name prior to registration of the domain name to prevail").
- ii. Respondent is using the <**irwinunionbank.com**> domain name to divert Internet users to a commercial website that displays links to third-party websites, including many related to services offered by competitors of Complainant. Furthermore, upon information and belief, Respondent derives commercial

benefit from these diversions due to click-through fees from the links on the website. Use of a domain name identical or confusingly similar to Complainant's IRWIN[®] and IRWIN UNION[™] marks to attract Internet users to Respondent's commercial website for Respondent's benefit does not qualify as a *bona fide* offering of goods or services under Policy ¶ 4(c)(i) or a legitimate noncommercial or fair use of the domain name under Policy ¶ 4(c)(iii). *See Bank of Am. Corp. v. Nw. Free Cmty. Access*, FA 180704 (Nat. Arb. Forum Sept. 30, 2003) ("Respondent's demonstrated intent to divert Internet users seeking Complainant's website to a website of Respondent and for Respondent's benefit is not a bona fide offering of goods or services under Policy ¶ 4(c)(i) and it is not a legitimate noncommercial or fair use under Policy ¶ 4(c)(iii)."); *see also WeddingChannel.com Inc. v. Vasiliev*, FA 156716 (Nat. Arb. Forum June 12, 2003) (finding that the respondent's use of the disputed domain name to redirect Internet users to websites unrelated to the complainant's mark, websites where the respondent presumably receives a referral fee for each misdirected Internet user, was not a *bona fide* offering of goods or services as contemplated by the Policy).

- [c.] The domain name should be considered as having been registered and being used in bad faith. ICANN Rule 3(b)(ix)(3); ICANN Policy ¶4(a)(iii).
- i. As stated above, the <**irwinunionbank.com**> domain name resolves to a website that prominently features a generic search engine with numerous links to various services related to financial and mortgage services. Upon information and belief, Respondent receives commissions for diverting Internet users to third-party websites via the search engine and links located at Respondent's website. Additionally, Respondent's use of Complainant's distinctive IRWIN[®] and IRWIN UNION[™] marks and <irwinunion.com> domain name in the Respondent's domain name creates a likelihood of confusion and suggests an attempt to attract Internet users to Respondent's website for Respondent's commercial gain. This is evidence of Respondent's bad faith registration and use pursuant to Policy ¶ 4(b)(iv). *See Am. Univ. v. Cook*, FA 208629 (Nat. Arb. Forum Dec. 22, 2003) ("Registration and use of a domain name that incorporates another's mark with the intent to deceive Internet users in regard to the source or affiliation of the domain name is evidence of bad faith."); *see also G.D. Searle & Co. v. Celebrex Drugstore*, FA 123933 (Nat. Arb. Forum Nov. 21, 2002) (finding that the respondent registered and used the domain name in bad faith pursuant to Policy ¶ 4(b)(iv) because the respondent was using the confusingly similar domain name to attract Internet users to its commercial website); *see also Kmart v. Khan*, FA 127708 (Nat. Arb. Forum Nov. 22, 2002) (finding that if the respondent profits from its diversionary use of the complainant's mark when the domain name resolves to commercial websites and the respondent fails to contest the complaint, it may be concluded that the respondent is using the domain name in bad faith pursuant to Policy ¶ 4(b)(iv)).

- ii. To further demonstrate Respondent's bad faith, Respondent's website appears differently each time it is accessed attempting to confuse Internet users as to the source of Respondent's website.
- iii. Respondent's registration of the <irwinunionbank.com> domain name, which contains Complainant's IRWIN[®] and IRWIN UNION[™] marks and <irwinunion.com> domain name in their entirety, suggests that Respondent knew of Complainant's rights in its marks. The similarity between Complainant's business and the content displayed on Respondent's website is further evidence that Respondent had knowledge of Complainant's rights in the IRWIN[®] mark. Respondent's registration of a domain name that contains Complainant's mark, with knowledge of Complainant's rights in the mark, is evidence of bad faith registration and use pursuant to Policy ¶ 4(a)(iii). *See Samsonite Corp. v. Colony Holding*, FA 94313 (Nat. Arb. Forum Apr. 17, 2000) (finding that evidence of bad faith includes actual or constructive knowledge of a commonly known mark at the time of registration); *see also Pfizer, Inc. v. Suger*, D2002-0187 (WIPO Apr. 24, 2002) (finding that because the link between the complainant's mark and the content advertised on the respondent's website was obvious, the respondent "must have known about the Complainant's mark when it registered the subject domain name"); *see also Digi Int'l v. DDI Sys.*, FA 124506 (Nat. Arb. Forum Oct. 24, 2002) ("[T]here is a legal presumption of bad faith, when Respondent reasonably should have been aware of Complainant's trademarks, actually or constructively.").
- iv. Respondent also has a bad-faith pattern of registering trademark-related domain names. *See Sony Kabushiki Kaisha v. Anderson*, FA 198809 (Nat. Arb. Forum Nov. 20, 2003) (finding a pattern of registering domain names in bad faith pursuant to Policy ¶ 4(b)(ii) when the respondent previously registered domain names incorporating well-known third party trademarks); *see also Nat'l Abortion Fed'n v. Dom 4 Sale, Inc.*, FA 170643 (Nat. Arb. Forum Sept. 9, 2003) (finding bad faith pursuant to Policy ¶ 4(b)(ii) because the domain name prevented the complainant from reflecting its mark in a domain name and the respondent had several adverse decisions against it in previous UDRP proceedings, which established a pattern of cybersquatting).

B. Respondent failed to submit a Response in this proceeding.

FINDINGS

Complainant, Irwin Financial Corporation, is a bank holding company that traces its origins to 1871. Complainant provides a broad range of financial services to its consumers in selected markets in the United States and Canada. Complainant owns two subsidiaries, Irwin Union Bank and Trust Company and Irwin Union Bank, F.S.B. Complainant holds a trademark registration for its IRWIN mark with the Canadian Intellectual Property Office ("CIPO") (Reg. No. TMA619,203 issued September 13, 2004) and with the United States Patent and Trademark Office ("USPTO") (Reg. No.

2,672,393 issued January 7, 2003). Complainant also operates a website at the <irwinunion.com> domain name.

Respondent registered the <**irwinunionbank.com**> domain name on June 2, 2006. Respondent's disputed domain name resolves to a website that displays hyperlinks to various third-party websites, some of which are in direct competition with Complainant. Respondent has also been the respondent in numerous other UDRP proceedings in which the disputed domain names in those cases were transferred from Respondent to the respective complainants in those cases. *See Whitney Nat'l Bank v. Digi Real Estate Found.*, FA 637811 (Nat. Arb. Forum Mar. 15, 2006); *see also DaimlerChrysler AG v. Digi Real Estate Found.*, FA 724594 (Nat. Arb. Forum July 25, 2006).

DISCUSSION

Paragraph 15(a) of the Rules instructs this Panel to "decide a complaint on the basis of the statements and documents submitted in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable."

In view of Respondent's failure to submit a response, the Panel shall decide this administrative proceeding on the basis of Complainant's undisputed representations pursuant to paragraphs 5(e), 14(a) and 15(a) of the Rules and draw such inferences it considers appropriate pursuant to paragraph 14(b) of the Rules. The Panel is entitled to accept all reasonable allegations and inferences set forth in the Complaint as true unless the evidence is clearly contradictory. *See Vertical Solutions Mgmt., Inc. v. webnet-marketing, inc.*, FA 95095 (Nat. Arb. Forum July 31, 2000) (holding that the respondent's failure to respond allows all reasonable inferences of fact in the allegations of the complaint to be deemed true); *see also Talk City, Inc. v. Robertson*, D2000-0009 (WIPO Feb. 29, 2000) ("In the absence of a response, it is appropriate to accept as true all allegations of the Complaint.").

Paragraph 4(a) of the Policy requires that Complainant must prove each of the following three elements to obtain an order that a domain name should be cancelled or transferred:

- (1) the domain name registered by Respondent is identical or confusingly similar to a trademark or service mark in which Complainant has rights; and
- (2) Respondent has no rights or legitimate interests in respect of the domain name; and
- (3) the domain name has been registered and is being used in bad faith.

Identical and/or Confusingly Similar

Complainant has provided evidence of trademark registrations for the IRWIN mark in both the United States and Canada. The Panel finds these registrations sufficiently establish Complainant's rights in the IRWIN mark for the purposes of Policy ¶ 4(a)(i). *See VICORP Rests., Inc. v. Triantafillos*, FA 485933 (Nat. Arb. Forum July 14, 2005) ("Complainant has established rights in the BAKERS SQUARE mark by registering it

with the United States Patent and Trademark Office (“USPTO”).”); *see also Am. Int’l Group, Inc. v. Morris*, FA 569033 (Nat. Arb. Forum Dec. 6, 2005) (“Complainant has established rights in the AIG mark through registration of the mark with several trademark authorities throughout the world, including the United States Patent and Trademark office (‘USPTO’)...”).

Respondent’s <**irwinunionbank.com**> domain name is confusingly similar to Complainant’s registered IRWIN mark as it combines the entirety of Complainant’s mark with two terms that have an obvious relationship to Complainant’s mark, “union” and “bank,” as well as the generic top-level domain (“gTLD”) “.com.” The addition of the terms “union” and “bank” do not negate the confusing similarity of the disputed domain name to Complainant’s mark as Complainant operates a website at the <irwinunion.com> domain name and also controls two entities operating under the “Irwin Union Bank” name. Moreover, the addition of the gTLD is not relevant for this analysis as a top-level domain is a required element of all Internet domain names. The Panel finds the <**irwinunionbank.com**> domain name is confusingly similar to Complainant’s IRWIN mark under Policy ¶ 4(a)(i). *See Brown & Bigelow, Inc. v. Rodela*, FA 96466 (Nat. Arb. Forum Mar. 5, 2001) (finding that the <hoylecasino.net> domain name is confusingly similar to the complainant’s HOYLE mark, and that the addition of “casino,” a generic word describing the type of business in which the complainant is engaged, does not take the disputed domain name out of the realm of confusing similarity); *see also Rollerblade, Inc. v. McCrady*, D2000-0429 (WIPO June 25, 2000) (finding that the top level of the domain name such as “.net” or “.com” does not affect the domain name for the purpose of determining whether it is identical or confusingly similar).

It should also be noted Complainant has used the “Irwin Union” trademark since 1972. While this is not a registered mark, Complainant has demonstrable common law rights. Complainant has also used the “Irwin Union Bank” trademark since 2002 according to the Indiana Secretary of State’s office. Complainant has demonstrable common law rights to the “Irwin Union Bank” trademark. Both marks can be easily confused with the domain name at issue.

The Panel finds Policy ¶ 4(a)(i) satisfied.

Rights or Legitimate Interests

Complainant must initially present a *prima facie* case Respondent lacks rights and legitimate interests with respect to the <**irwinunionbank.com**> domain name. Once such a case has been presented, the burden shifts to Respondent to show it has rights or legitimate interests in the disputed domain name. *See Do The Hustle, LLC v. Tropic Web*, D2000-0624 (WIPO Aug. 21, 2000) (holding that once the complainant asserts that the respondent has no rights or legitimate interests with respect to the domain, the burden shifts to the respondent to provide “concrete evidence that it has rights to or legitimate interests in the domain name at issue”); *see also Woolworths plc. v. Anderson*, D2000-1113 (WIPO Oct. 10, 2000) (finding that, absent evidence of preparation to use the

domain name for a legitimate purpose, the burden of proof lies with the respondent to demonstrate that it has rights or legitimate interests). The Panel finds Complainant has successfully presented such a case in this proceeding.

Respondent's failure to answer the Complaint allows for the presumption that Respondent lacks rights and legitimate interests with regard to the <**irwinunionbank.com**> domain name. *See Talk City, Inc. v. Robertson*, D2000-0009 (WIPO Feb. 29, 2000) ("Given Respondent's failure to submit a substantive answer in a timely fashion, the Panel accepts as true all of the allegations of the complaint."); *see also Charles Jourdan Holding AG v. AAIM*, D2000-0403 (WIPO June 27, 2000) (finding it appropriate for the panel to draw adverse inferences from the respondent's failure to reply to the complaint). However, the Panel chooses to examine the evidence fully to determine whether Respondent has rights or legitimate interests under Policy ¶ 4(c).

The evidence presented shows the disputed domain name is being used to display a website containing hyperlinks to various third-party websites, some of which are in direct competition with the services offered by Complainant under its IRWIN mark. The Panel infers such use is for Respondent's own commercial benefit through the accrual of click-through fees for the hyperlinks displayed on the website that resolves from the <**irwinunionbank.com**> domain name. In *Black & Decker Corp. v. Clinical Evaluations*, FA 112629 (Nat. Arb. Forum June 24, 2002), the panel held that the respondent's use of the disputed domain name to redirect Internet users to commercial websites, unrelated to the complainant and presumably with the purpose of earning a commission or pay-per-click referral fee, did not evidence rights or legitimate interests in the domain name. *See Charles Letts & Co. v. Citipublications*, FA 692150 (Nat. Arb. Forum July 17, 2006) (finding that the respondent's use of a domain name that was confusingly similar to the complainant's mark to display links to the complainant's competitors did not constitute a *bona fide* offering of goods or services pursuant to Policy ¶ 4(c)(i), or a legitimate noncommercial or fair use pursuant to Policy ¶ 4(c)(iii)). Accordingly, the Panel finds that Respondent's use of the disputed domain name in this case is neither a *bona fide* offering of goods or services under Policy ¶ 4(c)(i) nor a legitimate noncommercial or fair use under Policy ¶ 4(c)(iii).

With regard to Policy ¶ 4(c)(ii), Respondent's WHOIS information does not suggest it is known by the <**irwinunionbank.com**> domain name, and there is no other information in the record to suggest that it is or ever has been known by the disputed domain name. Complainant has asserted Respondent is not authorized to use Complainant's mark in any way for any purpose. The Panel finds Respondent is not commonly known by the disputed domain name under the parameters of Policy ¶ 4(c)(ii). *See Instron Corp. v. Kaner*, FA 768859 (Nat. Arb. Forum Sept. 21, 2006) (finding that the respondent is not commonly known by the <shoredurometer.com> or <shoredurometers.com> domain names where the WHOIS information indicates the registrant of the domain names as "Andrew Kaner c/o Electromatic a/k/a Electromatic Equip't," and no other evidence suggests that the respondent is commonly known by the domain names); *see also Compagnie de Saint Gobain v. Com-Union Corp.*, D2000-0020 (WIPO Mar. 14, 2000)

(finding no rights or legitimate interest where the respondent was not commonly known by the mark and never applied for a license or permission from the complainant to use the trademarked name).

The Panel finds Policy ¶ 4(a)(ii) satisfied.

Registration and Use in Bad Faith

The Panel finds Respondent is using the disputed domain name to operate a website that displays various hyperlinks, some of which are in direct competition with Complainant, for Respondent's own commercial benefit by earning of click-through fees. Additionally, due to Complainant's use of the IRWIN mark in connection with financial services, the <**irwinunionbank.com**> domain name is capable of creating a likelihood of confusion as to Complainant's sponsorship, source and affiliation with the disputed domain name and corresponding website. Such use constitutes bad faith registration and use under Policy ¶ 4(b)(iv). *See Associated Newspapers Ltd. v. Domain Manager*, FA 201976 (Nat. Arb. Forum Nov. 19, 2003) ("Respondent's prior use of the <mailonsunday.com> domain name is evidence of bad faith pursuant to Policy ¶ 4(b)(iv) because the domain name provided links to Complainant's competitors and Respondent presumably commercially benefited from the misleading domain name by receiving 'click-through-fees.'"); *see also Drs. Foster & Smith, Inc. v. Lalli*, FA 95284 (Nat. Arb. Forum Aug. 21, 2000) (finding bad faith where the respondent directed Internet users seeking the complainant's site to its own website for commercial gain).

Respondent has been the respondent in thirty two UDRP proceedings where the disputed domain names were transferred from Respondent to the respective complainants. *See Whitney Nat'l Bank v. Digi Real Estate Found.*, FA 637811 (Nat. Arb. Forum Mar. 15, 2006); *see also DaimlerChrysler AG v. Digi Real Estate Found.*, FA 724594 (Nat. Arb. Forum July 25, 2006). The Panel finds Respondent has engaged in bad faith registration and use under Policy ¶ 4(b)(ii). *See Armstrong Holdings, Inc. v. JAZ Assocs.*, FA 95234 (Nat. Arb. Forum Aug. 17, 2000) (finding that the respondent violated Policy ¶ 4(b)(ii) by registering multiple domain names that infringe upon others' famous and registered trademarks); *see also Hachette Filipacchi Presse v. Fortune Int'l Dev.*, FA 96685 (Nat. Arb. Forum Apr. 6, 2001) (finding that where the respondent has registered over 50 domain names that correspond to different well-known trademarks, evidence of a pattern exists).

The Panel finds Policy ¶ 4(a)(iii) satisfied.

DECISION

Having established all three elements required under the ICANN Policy, the Panel concludes that relief shall be **GRANTED**.

Accordingly, it is Ordered that the <**irwinunionbank.com**> domain name be **TRANSFERRED** from Respondent to Complainant.



Houston Putnam Lowry, Esq.
Arbitrator

Houston Putnam Lowry, Chartered Arbitrator, Panelist
Dated: June 26, 2007

[Click Here](#) to return to the main Domain Decisions Page.

[Click Here](#) to return to our Home Page

NATIONAL ARBITRATION FORUM