

## **ADMINISTRATIVE PANEL DECISION**

Confederation Nationale Du Credit Mutuel-CNCM v. Jennifer Friedrichsen  
Case No. D2023-0511

### **1. The Parties**

The Complainant is Confédération Nationale du Crédit Mutuel-CNCM, France, represented by MEYER & Partenaires, France.

The Respondent is Jennifer Friedrichsen, United States of America (“U.S.”).

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

The disputed domain name <crcditmutuel-fr.com> is registered with Hostinger, UAB (the “Registrar”).

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on February 3, 2023. On February 3, 2023, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On February 6, 2023, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name(s) which differed from the named Respondent (Domain Admin, Privacy Protect LLC (PrivacyProtect.org)) and contact information in the Complaint. The Center sent an email communication to the Complainant on February 7, 2023, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amended Complaint on February 10, 2023.

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” or “UDRP”), 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 the proceedings commenced on March 1, 2023. In accordance with the Rules, paragraph 5, the due date for Response was March 21, 2023. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on April 4, 2023.

The Center appointed Oleksiy Stolyarenko as the sole panelist in this matter on April 6, 2023. 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**

The Complainant is a French association that serves as a political and central body of the Credit Mutuel banking group. The Complainant is one of the top French banks that provides its services to 12 million clients for more than a century. The Complainant has a network of 3,178 offices in France. It is present in all fields of finance and works on the market of banking services for both individuals and businesses.

The Complainant has registered a number of CREDIT MUTUEL trademarks worldwide covering various goods and services related to the activities of the Complainant. Some of the CREDIT MUTUEL trademark registrations are indicated below:

- European Union (“EU”) trademark registration No. 18130616 for CRÉDIT MUTUEL, registered on September 2, 2020, in Classes 7, 9, 16, 35, 36, 38, 41, and 45;
- EU trademark registration No. 16130403 for CRÉDIT MUTUEL and design, registered on June 1, 2017, in Classes 7, 9, 16, 35, 36, 38, 41, and 45;
- French trademark registration No. 1475940 for CREDIT MUTUEL, registered on July 8, 1988, in Classes 35 and 36.

The Complainant through its subsidiary is the owner of the domain names <creditmutuel.com> registered on October 28, 1995, <creditmutuel.org> registered on June 3, 2002, <creditmutuel.fr> registered on August 10, 1995, <creditmutuel.info> registered on September 13, 2001, and <creditmutuel.net> registered on October 3, 1996.

The Complainant was one of the first French banking groups to offer online banking services to their clients and actively provides such services through its dedicated website “www.creditmutuel.fr”.

The Respondent registered the disputed domain name on January 17, 2023. The disputed domain name does not resolve to an active webpage.

#### **5. Parties’ Contentions**

##### **A. Complainant**

The Complainant contends that it has established rights in the CREDIT MUTUEL trademark by virtue of longstanding use and registration in numerous jurisdictions worldwide.

The trademark CREDIT MUTUEL is distinctive and well-known in connection with the Complainant’s financial services.

The Complainant pioneered provision of banking services online in France and made substantial investments to develop such offering and expertise.

The disputed domain name consists of an obvious misspelling of the Complainant’s CREDIT MUTUEL mark, whereby the letter “e” is misplaced with letter “c” in the term “credit”, and a hyphen is added after the term “mutual”, followed by the suffix “fr” and combined with the generic Top-Level Domain (“gTLD”) “.com”. Therefore, according to the Complainant the dominant textual features of its CREDIT MUTUEL trademark

are recognizable in the disputed domain name and the disputed domain name is confusingly similar to the Complainant's trademarks.

The Respondent has no rights or legitimate interests in the disputed domain name and the Respondent has registered the disputed domain name many years after the establishment of the Complainant's rights on CREDIT MUTUEL trademark.

The disputed domain name does not resolve to an active website, however, the non-use of a domain name does not amount to use of the disputed domain name in connection with any *bona fide* offering of goods or services.

The Complainant has not authorized the Respondent to use the CREDIT MUTUEL trademark in the disputed domain name.

The Respondent is not commonly known by the disputed domain name.

The Respondent was fully aware of the Complainant's reputation and the Complainant's rights on the CREDIT MUTUEL trademark when the Respondent registered the disputed domain name.

The disputed domain name was registered and is being used in bad faith by the Respondent. At the time of the Complaint, the disputed domain name resolved to a blank webpage. This apparent non-use of the disputed domain name does not prevent finding of bad faith use.

The Complainant seeks a decision that the disputed domain name be transferred to the Complainant.

## **B. Respondent**

The Respondent did not reply to the Complainant's contentions.

## **6. Discussion and Findings**

### **A. Identical or Confusingly Similar**

The Panel accepts that the Complainant has rights in the CREDIT MUTUEL trademark, based on its EU and French trademark registrations, and continuous use in connection with provision of the banking and financial services.

Therefore, the Panel considers that the Complainant has satisfied the threshold requirement of having relevant trademark rights.

The disputed domain name features the Complainant's CREDIT MUTUEL trademark with a misspelled letter "e" in the word "credit". After the words "creditmutuel" the disputed domain name contains a hyphen and letters "fr", and is combined with the gTLD ".com".

Domain names that consists of a common, obvious, or intentional misspelling of a trademark are considered by panels to be confusingly similar to the relevant mark for purposes of the first element. See section 1.9 of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition (["WIPO Overview 3.0"](#))).

The gTLD is viewed as a standard registration requirement and as such is disregarded under the first element confusing similarity test. See section 1.11.1 of the [WIPO Overview 3.0](#). Therefore, the Panel disregards the gTLD for the purposes of this comparison.

The Panel notes that a misspelling of the letter “e” in the Complainant’s mark, adding a hyphen and letters “fr” does not prevent the Complainant’s trademark from being recognizable in the disputed domain name.

Thus, the Panel finds that the disputed domain name incorporates the Complainant’s CREDIT MUTUEL trademark entirely.

Furthermore, the Panel considers that the disputed domain name is confusingly similar to the Complainant’s CREDIT MUTUEL trademark.

For all the foregoing reasons, the Panel finds that the first element of paragraph 4(a) of the Policy has therefore been satisfied by the Complainant.

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

Paragraph 4(a)(ii) of the Policy requires the Complainant to establish that the Respondent has no rights or legitimate interests in the disputed domain name. Once the Complainant establishes a *prima facie* case against the Respondent under this ground, the burden of production shifts to the Respondent to rebut it. See section 2.1 of the [WIPO Overview 3.0](#). In this case, the Respondent did not rebut the Complainant’s *prima facie* case regarding the lack of rights or legitimate interests.

However, the overall burden of proof remains with the Complainant. Paragraph 4(c) of the Policy provides circumstances that demonstrate the respondent’s rights or legitimate interests to the disputed domain name, and that complainants frequently address to show that the activities of the respondent does not fall under the *bona fide* offering of goods or services (paragraph 4(c)(i) of the Policy), that the respondent is not commonly known by the disputed domain name (paragraph 4(c)(ii) of the Policy) and that the respondent is not involved into a legitimate noncommercial or fair use of the disputed domain name (paragraph 4(c)(iii) of the Policy).

According to the Complainant, the Respondent is not authorized or licensed to use the CREDIT MUTUEL trademark in the disputed domain name.

Moreover, given that the disputed domain name consists of a misspelling of the Complainant’s trademark, the Panel struggles to conceive any legitimate interests of the Respondent in the disputed domain name. Under such circumstances, any use of the disputed domain name by the Respondent only increases the possibility of the Internet users’ to falsely attribute the disputed domain name to the activities of the Complainant, seeing as such Internet users will likely be unaware of the typographical variation in the disputed domain name as compared to the Complainant’s trademark.

The Respondent did not submit a Response or attempt to demonstrate any rights or legitimate interests in the disputed domain name, and the Panel draws adverse inferences from this failure, where appropriate, in accordance with the Rules, paragraph 14(b).

Taking into account the reputation and long period of use of the Complainant’s CREDIT MUTUEL trademark, and in the corresponding Complainant’s domain name and website, and in the absence of evidence to the contrary, the Panel finds that the Respondent is not involved in a *bona fide* offering of goods or services (under paragraph 4(c)(i) of the Policy) and the Respondent’s activities does not fall under a legitimate noncommercial use (under paragraph 4(c)(iii) of the Policy).

The Panel did not find any evidence that the Respondent is commonly known by the disputed domain name and concludes that the Respondent is not commonly known by the disputed domain name under paragraph 4(c)(ii) of the Policy.

Thus, the Panel finds that the Complainant has satisfied the second element of the Policy, namely paragraph 4(a)(ii).

### C. Registered and Used in Bad Faith

As the Panel established above, the Complainant's CREDIT MUTUEL trademarks were used in commerce well before the registration of the disputed domain name on January 17, 2023. The Complainant's CREDIT MUTUEL trademark predates registration of the disputed domain name for decades.

Previous UDRP panels have already recognized the wide reputation of the CREDIT MUTUEL trademark: "The Complainant has been using the CREDIT MUTUEL trademark for decades in the area of banking and financial services. The Panel finds this mark, owned by the Complainant, is a well-known one and the Complainant has rights in several trademarks comprised of 'Credit Mutuel'." See *Confédération Nationale du Crédit Mutuel v. Mariano Jackline and Alex Leparox*, WIPO Case No. [D2013-2134](#).

Another UDRP panel also noted: "In the present case, the circumstances are the following: Respondent's registration was confusingly similar to Complainant's mark, which is well-known, Respondent failed to respond to this Complaint, which suggests that Respondent was aware that he had no rights or legitimate interests in the domain name at issue and that the disputed domain name had been registered and is being used in bad faith." See *Confederation Nationale du Credit Mutuel v. Philippe Marie*, WIPO Case No. [D2010-1513](#).

The Panel agrees and considers that the well-known character of the CREDIT MUTUEL trademark is established.

The Panel finds with a high degree of certainty that the Respondent knew of the Complainant's CREDIT MUTUEL trademark when registering the disputed domain name. This conclusion is supported by the well-known character of the Complainant's marks, strong presence of the Complainant online and the intentional misspelling of the Complainant's marks by the Respondent in the disputed domain name.

The Respondent not only included the misspelled the Complainant's well-known mark in the disputed domain name completely, but also supplemented it with letters "fr", that could be interpreted as a country code for "France" or the main market of the Complainant and where the Complainant enjoys the strongest level of fame and reputation of its mark. Thus, the Respondent's aim on targeting the Complainant, its reputation and customers is clear to the Panel.

Furthermore, the Respondent failed to submit a response to disprove allegations of illegal activity or provide any evidence of a good-faith use or to show rights or legitimate interests in the disputed domain name.

The Panel concludes that the Respondent's intent for registering the disputed domain name, which reproduces the Complainant's trademark entirely has always been to capitalize on the goodwill of the Complainant's trademark.

According to previous UDRP panel decisions, passive holding may indeed amount to bad faith use in certain circumstances. See section 3.3 of [WIPO Overview 3.0](#).

Furthermore, the Panel finds it implausible that the disputed domain name could be used by the Respondent in good faith considering that it is confusingly similar to the Complainant's trademarks. The Panel finds that the fact that the disputed domain name does not currently resolve to an active website does not prevent a finding of bad faith in these circumstances.

Therefore, based on the reputation, fame and long term use of the Complainant's CREDIT MUTUEL trademark, and in the absence of the response from the Respondent providing any explanation or evidence of actual or contemplated good-faith use, the Panel finds the Respondent registered and used the disputed domain name in bad faith and that the Complainant consequently has satisfied the third element of the Policy, namely, paragraph 4(a)(iii) of the Policy.

## 7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain name, <ccreditmutuel-fr.com>, be transferred to the Complainant.

*/Oleksiy Stolyarenko/*

**Oleksiy Stolyarenko**

Sole Panelist

Date: April 24, 2023