



## DECISION

Charter Communications Holding Company, LLC v. charles bridges / Innovative  
Communications

Claim Number: FA2011001921179

### PARTIES

Complainant is **Charter Communications Holding Company, LLC** ("Complainant"), represented by **Jennifer Visintine** of **Thompson Coburn LLP**, Missouri, USA. Respondent is **Charles Bridges / Innovative Communications** ("Respondent"), represented by **Kevan I. Benkowitz**, Texas, USA.

### REGISTRAR AND DISPUTED DOMAIN NAME

The domain name at issue is **<spectrum-voice.com>**, registered with **GoDaddy.com, LLC**.

### 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.

David L. Kreider, Chartered Arbitrator (UK), as Panelist.

### PROCEDURAL HISTORY

Complainant submitted a Complaint to the FORUM electronically on November 18, 2020; the FORUM received payment on November 18, 2020.

On November 19, 2020, GoDaddy.com, LLC confirmed by e-mail to the FORUM that the **<spectrum-voice.com>** domain name is registered with GoDaddy.com, LLC and that Respondent is the current registrant of the name. GoDaddy.com, LLC has verified that Respondent is bound by the GoDaddy.com, LLC

registration agreement and has thereby agreed to resolve domain disputes brought by third parties in accordance with ICANN's Uniform Domain Name Dispute Resolution Policy (the "Policy").

On November 24, 2020, the FORUM served the Complaint and all Annexes, including a Written Notice of the Complaint, setting a deadline of December 14, 2020 by which Respondent could file a Response to the Complaint, via e-mail to all entities and persons listed on Respondent's registration as technical, administrative, and billing contacts, and to postmaster@spectrum-voice.com. Also on November 24, 2020, the Written Notice of the Complaint, notifying Respondent of the e-mail addresses served and the deadline for a Response, was transmitted to Respondent via post and fax, to all entities and persons listed on Respondent's registration as technical, administrative and billing contacts.

The Forum did not receive a Response from the Respondent by the December 14, 2020 deadline, the date being 20 days from the commencement date of November 24, 2020, as required by Paragraph 5 of the Rules, and the Supplemental Rules.

On December 21, 2020, pursuant to Complainant's request to have the dispute decided by a single-member Panel, the FORUM appointed David L. Kreider, Chartered Arbitrator (UK), as Panelist.

Having reviewed the communications records, the Administrative Panel (the "Panel") finds that the 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" through submission of Electronic and Written Notices, as defined in Rule 1 and Rule 2.

## RELIEF SOUGHT

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

## PARTIES' CONTENTIONS

### A. Complainant

Complainant, Charter Communications Holding Company, LLC, is a leading telecommunications operator in the United States, providing a range of services under well-known trademarks that include the term SPECTRUM, such as SPECTRUM TV, SPECTRUM INTERNET, SPECTRUM MOBILE, and SPECTRUM VOICE. Complainant has rights in the SPECTRUM VOICE marks, *inter alia*, through its registration with the United States Patent and Trademark Office ("USPTO") (*e.g.* Reg. 5,098,473, registered Dec. 13, 2016). Previous panels have found other of Complainant's SPECTRUM trademarks to be famous. *See e.g., Charter Communications Holding Company, LLC v. Hostpane Web Hosting / Hostpane.com*, FA 1841062 (Forum May 24, 2019); *Charter Communications Holding Company v. Mizhar Salem*, FA 1774836 (Forum April 4, 2018); and *Charter Communications Holding Company, LLC v. Amir Ali*, FA 1800576 (Forum September 5, 2018).

The Disputed Domain Name incorporates the registered mark SPECTRUM VOICE (U.S. Registration No. 5098473) in its entirety and is identical or confusingly similar to Complainant's SPECTRUM VOICE Marks. The addition of non-distinctive elements such as a hyphen and the generic top-level domain ".com" does not negate the confusing similarity.

Complainant alleges that Respondent has no rights or legitimate interests in the Disputed Domain Name. Complainant argues that, while a contract may exist between one of Complainant's sales agents and one of Respondent's

companies, to wit: Communication Innovations Group, LLC, to market the telecommunications services of various operators, including the Complainant's services, Complainant never authorized or licensed Respondent to use its mark in the Disputed Domain Name.

Complainant argues that Respondent has not used the <SPECTRUM-VOICE.COM> domain name for any *bona fide* offering of goods or services, nor any legitimate noncommercial or fair use, but instead uses the disputed domain name to offer third party telecommunication services and competing services.

Complainant has adduced screen shots of the Respondent's website (captured during the period from 8 August 2018 to 5 February 2020) which prominently feature Complainant's "SPECTRUM VOICE" marks, offering Voice over Internet Protocol (VoIP) calling services under the tag line, "SpectrumVoice is helping thousands of businesses establish a unified communication", among others, and lists a contact email: "SALES@SPECTRUM-VOICE.COM".

Complainant avers that it sent a cease and desist letter to Respondent, Charles Rusty Bridges, informing him of Complainant's rights in the SPECTRUM VOICE marks and demanding that Respondent's unauthorized use of Complainant's marks cease. The Complaint alleges that Mr. Bridges ultimately responded to the cease and desist letter by taking down the website content referencing SPECTRUM VOICE in January 2020, but that Respondent has refused to release the Disputed Domain Name to Complainant. Complainant has adduced a screen shot of Respondent's current website, which consists of a placeholder, bearing the message: "Future home of something quite cool."

Clearly, Complainant avers, Respondent registered and was using the disputed domain name comprising the SPECTRUM VOICE marks in order to intentionally attract for commercial gain Internet users to its own competing website, thereby

creating a likelihood of confusion as to the source, affiliation, sponsorship and endorsement of Respondent's website. UDRP Policy ¶ 4(b)(iv); *see e.g., Hewlett-Packard Co. v. Ali*, FA 353151 (Forum Dec. 13, 2004) ("Respondent [used "HP" in its domain name] to benefit from the goodwill associated with Complainant's HP marks and us[ed] the <hpdubai.com> domain name, in part, to provide products similar to those of Complainant. Respondent's practice of diversion, motivated by commercial gain, constitutes bad faith registration and use pursuant to Policy ¶ 4(b)(iv)").

Complainant asserts that Respondent registered and is using the Disputed Domain Name with actual knowledge of Complainant's marks. Complainant alleges that Respondent's actual knowledge of Complainant's well-known and registered SPECTRUM VOICE marks prior to the registration of the disputed domain name is additional evidence of bad faith. Respondent was aware of Complainant's trademarks because it was operating as a sub-agent of Complainant and selling Complainant's services (as well as the services of other telecommunication companies). The Complaint concludes that Respondent's registration and use of a domain name comprising Complainant's famous, well-known, and registered SPECTRUM VOICE marks with actual knowledge of those marks is sufficient to support a finding of bad faith under Policy ¶ 4(a)(iii). *See e.g., Coachella Music Festival, LLC v. ALEXANDER DE ALMEIDA LOPES*, FA 1705267 (Forum Jan. 9, 2017) (finding the respondent had actual knowledge of the complainant's well-known COACHELLA mark when it registered and used the <coachellastuff.com> domain name — and thus did so in bad faith); *Charter Communications Holding Company, LLC v. Amir Ali*, FA 1800576 (Forum September 5, 2018) ('Actual knowledge of a complainant's rights in a mark prior to registering the disputed domain name is evidence of bad faith under Policy ¶ 4(a)(iii)')."

Complainant asserts that bad faith is additionally evidenced by the fact that, while Respondent took down the offending website, Respondent remains unwilling to transfer the Disputed Domain Name to Complainant and has posted on its website that it is the “Future home of something quite cool”, but no other substantive content. Accordingly, Complainant avers, it is clear that Respondent does not have any actual or contemplated good faith use of the challenged domain. *See VideoLink, Inc. v. Xantech Corporation*, FA1503001608735 (Forum May 12, 2015) (“Failure to actively use a domain name is evidence of bad faith registration and use pursuant to Policy ¶ 4(a)(iii).”). Accordingly, Respondent’s holding of the challenged domain also constitutes bad faith under Policy ¶ 4(a)(iii).

By using the SPECTRUM VOICE marks, Complainant alleges, Respondent was misleading consumers into believing they were being directed to a Complainant-affiliated website when, in fact, consumers are actually being driven to Respondent’s own website, which did not disclose the true nature of the relationship. Such exploitation of another’s well-known marks and goodwill for commercial gain cannot constitute a legitimate non-commercial or fair use. *See e.g., Alcon, Inc. v. ARanked*, FA 1306493 (Forum Mar. 18, 2010) (“The Panel finds that capitalizing on the well-known marks of Complainant by attracting internet users to its disputed domain name, where Respondent offers products that consumers would reasonable expect to be offered by Complainant, is not a *bona fide* offering of goods or services pursuant to Policy ¶ 4(c)(i) or a noncommercial or fair use pursuant to Policy ¶ 4(c)(iii).”).

#### B. Respondent

Respondent is in default. The Forum did not receive a Response from the Respondent by the December 14, 2020 deadline, the date being 20 days from the commencement date of November 24, 2020, as required by the Paragraph 5 of the Rules, and the Supplemental Rules.

## FINDINGS

Complainant is a leading telecommunications operator in the United States, providing a full range of broadband services under well-known trademarks that include the term SPECTRUM, such as SPECTRUM TV, SPECTRUM INTERNET, SPECTRUM MOBILE, and SPECTRUM VOICE. Complainant has rights in the SPECTRUM VOICE and CHARTER SPECTRUM VOICE marks (with no claim to the exclusive right to use “VOICE” apart from the Mark), through its registrations with the United States Patent and Trademark Office (“USPTO”) (*e.g.* Reg. 5,098,473, registered Dec. 13, 2016 and Reg. No. 4,752,676, registered June 9, 2015, respectively), and SPECTRUM BUSINESS VOICE (with no claim to the exclusive right to use “BUSINESS VOICE” apart from the Mark), Reg. 5,014,773, registered Aug. 2, 2016). Respondent’s **<spectrum-voice.com>** is confusingly similar to Complainant’s marks because it merely hyphenates the words SPECTRUM and VOICE and adds the generic top-level domain (“gTLD”) “.com” to the fully incorporated mark.

The Respondent registered the Disputed Domain Name on December 10, 2017.

The Respondent is in default, having failed timely to submit a Response to the Complaint. For sake of completion, it is noted that Respondent’s legal representative submitted a letter of representation to the Forum dated December 15, 2020 and an email bearing the date and time: “Tuesday, December 15, 2020 9:53 AM”. The email recites in relevant part: “For purposes of this proceeding, this email shall serve as a response by Charles Bridges and Innovative Communications”. The Panel finds that Respondent’s submissions were untimely and beyond the December 14, 2020 deadline (20 days after commencement of the proceedings) by which a Response was to be received by the Forum, contrary to Paragraph 5 of the Rules, and the Supplemental Rules.

Respondent has no rights or legitimate interests in the <spectrum-voice.com> domain name. Complainant has not licensed or otherwise authorized Respondent to use SPECTRUM VOICE and Respondent is not commonly known by the Disputed Domain Name. Further, Respondent has not used the Disputed Domain Name in connection with any *bona fide* offering of goods or services or legitimate noncommercial or fair use. Instead, the domain name resolved to a website offering VoIP and other telecommunications services in competition with Complainant using Complainant's SPECTRUM VOICE mark. Respondent scrubbed its website after receiving a cease and desist letter from Complainant and, at the time of the filing of the Complaint, the domain name resolved to an "under construction" site. Respondent informed Complainant that Respondent would not relinquish the Disputed Domain Name to Complainant. Finally, Respondent registered and is using the <spectrum-voice.com> domain name in bad faith. All of Respondent's uses of the domain name were made in bad faith including the initial alleged use by Respondent, Charles Bridges, and CIG, pursuant to an agent agreement entered into with one or more of Complainant's sales agents by the Registrant Organization, Innovative Communications, which is believed to be a fictitious name employed by Respondent's company, CIG. Complainant never authorized Respondent to use its SPECTRUM VOICE mark in a domain name.

## 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."

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**

The Disputed Domain Name incorporates Complainant's SPECTRUM VOICE mark in its entirety and is, accordingly, identical or confusingly similar to the Complainant's registered marks. Neither the addition of a hyphen between the words SPECTRUM and VOICE, or the addition of the generic top-level domain ".com", which is an administrative requirement, is of relevance to the inquiry under the first Policy element of confusing similarity or identity to the marks. *See Pirelli & C. S.p.A. v. Tabriz*, FA 921798 (Apr. 12, 2007) (finding that the addition of a hyphen between terms of a registered mark did not differentiate the <p-zero.org> domain name from the P ZERO mark under Policy ¶ 4(a)(i)); *see also Longo Brothers Fruit Markets Inc. v. John Obeye / DOMAIN MAY BE FOR SALE, CHECK AFTERNIC.COM*, FA 1734634 (FORUM July 17, 2017) ("[O]f course it is well established in prior UDRP cases that the addition of a '.com' suffix is irrelevant when determining if a disputed domain name is identical or confusingly similar to a trademark.").

The Panel further finds that Disputed Domain Name is identical or substantially similar to Complainant's registered CHARTER SPECTRUM VOICE and SPECTRUM BUSINESS VOICE marks, and that the omission of the word CHARTER and BUSINESS, respectively, does not distinguish the Disputed Domain Name from Complainant's marks.

Complainant has satisfied the first element under Policy ¶ 4(c)(i).

### Rights or Legitimate Interests

The Complaint alleges that, through its own investigations, the Complainant learned that the Registrant Organization, Innovative Communications, is a fictitious name being used by Communication Innovations Group, LLC (“CIG”), a business entity operating in Dallas, Texas under the name “Spectrum Voice”, and that the Respondent, Charles Rusty Bridges, is an officer of CIG. Complainant avers that CIG markets the telecommunications services of various operators, including the Complainant’s SPECTRUM VOICE services, pursuant to an “Agent Agreement” entered into with one or more of Complainant’s sales agents and that the Respondent, Charles Bridges, signed one such agreement on CIG’s behalf.

Complainant further alleges, in connection with its agreements governing the relationship with an agent, that its sales agents are permitted to use only specified marketing tools and information in the marketing of its telecommunications services and that agents are permitted to use such trademarks on a website only with Complainant’s advance written approval.

The Complaint alleges that Complainant never authorized the Respondent to use Complainant’s SPECTRUM VOICE marks in a domain name. Respondent, having defaulted, has not refuted Complainant’s allegation. The Panel accepts that no such approval was ever given to Respondent and that Respondent is not commonly known by the disputed domain name within the meaning and purview of Policy ¶ 4(c)(ii).

It is well established under UDRP jurisprudence that a complainant must first make out a *prima facie* case that the respondent lacks rights and legitimate interests in the disputed domain name under Policy ¶ 4(a)(ii), then the burden shifts to the respondent to show it does have rights or legitimate interests. *See Advanced International Marketing Corporation v. AA-1 Corp*, FA 780200 (FORUM

Nov. 2, 2011) (finding that a complainant must offer some evidence to make its *prima facie* case and satisfy Policy ¶ 4(a)(ii)); *see also Neal & Massey Holdings Limited v. Gregory Ricks*, FA 1549327 (FORUM Apr. 12, 2014) (“Under Policy ¶ 4(a)(ii), Complainant must first make out a *prima facie* case showing that Respondent lacks rights and legitimate interests in respect of an at-issue domain name and then the burden, in effect, shifts to Respondent to come forward with evidence of its rights or legitimate interests”).

The Panel finds that Complainant has made out a *prima facie* case that Respondent lacks rights and legitimate interests in the disputed domain name under Policy ¶ 4(a)(ii), and that Respondent has failed to meet its burden to show it does have rights or legitimate interests.

Complainant has satisfied the second element under Policy ¶ 4(c)(ii).

### **Registration and Use in Bad Faith**

Complainant has adduced evidence that the Disputed Domain Name resolved to a website offering VoIP and other telecommunications services in competition with Complainant using Complainant’s SPECTRUM VOICE mark. Respondent scrubbed its website after receiving a cease and desist letter from Complainant and, at the time of the filing of the Complaint, the domain name resolved to an “under construction” site. Respondent informed Complainant that Respondent would not relinquish the Disputed Domain Name to Complainant.

Complainant argues that Respondent registered and used the <**spectrum-voice.com**> domain name in bad faith by attracting Internet users for commercial gain. Under Policy ¶ 4(b)(iv), attempting to confuse internet users believing they are visiting a website affiliated with Complainant, where Respondent offers competing goods and services is generally considered bad faith attraction for commercial gain. *See CAN Financial Corporation v. William Thomson / CNA*

*Insurance*, FA1401001541484 (FORUM Feb. 28, 2014) (finding that the respondent had engaged in bad faith under Policy ¶ 4(b)(iv), by using a confusingly similar domain name to attract Internet users to its own website where it sold competing insurance services).

Complainant argues that Respondent had registered and is using the <pectrum-voice.com> domain name with bad faith actual knowledge of Complainant's rights in the SPECTRUM VOICE mark. Under Policy ¶ 4(a)(iii), actual knowledge is generally sufficient to establish bad faith registration of a disputed domain name and may be demonstrated by a Respondent's incorporation of a well-known and registered mark, as well as any use of the disputed domain name's resolving website, or Respondent's previous relation to Complainant. *See Vita-Mix Management Corporation v. OOO "WG-STAH"*, FA 1725713 (FORUM May 30, 2017) ("Respondent must have had actual knowledge of the VITAMIX mark because Complainant previously authorized Respondent to distribute its product until Complainant terminated the non-exclusive distribution agreement on January 16, 2015."); *see also Spectrum Brands, Inc. v. Guo Li Bo*, FA 1760233 (FORUM January 5, 2018) ("[T]he fact Respondent registered a domain name that looked identical to the SPECTRUM BRANDS mark and used that as an email address to pass itself off as Complainant shows that Respondent knew of Complainant and its trademark rights at the time of registration.")

Complainant argues that Respondent's contract with Complainant's agent demonstrates its actual knowledge of Complainant's mark. Notwithstanding that Complainant has not adduced the agency agreement in evidence, the Panel finds that the contents of Respondent's competing website establishes that Respondent registered and used the <pectrum-voice.com> domain name in bad faith with actual knowledge of Complainant's marks.

That the Disputed Domain Name resolves currently to an inactive website does not require a different conclusion. Under Policy ¶ 4(a)(iii), inactively holding a disputed domain name may demonstrate bad faith. *See Indiana University v. Ryan G Foo / PPA Media Services*, FA1411001588079 (FORUM Dec. 28, 2014) (“Under the circumstances, Respondent’s seemingly inutile holding of the at-issue domain name shows Respondent’s bad faith pursuant to Policy ¶ 4(a)(iii).”).

Complainant has satisfied the third element under Policy ¶ 4(c)(iii).

## DECISION

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

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

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David L. Kreider, Panelist  
Dated: December 24, 2020