Decision for dispute CAC-UDRP-108615

Case number	CAC-UDRP-108615
Time of filing	2026-05-05 09:51:55
Domain names	advanced-writers.com

Case administrator

Organization	Iveta Špiclová (Czech Arbitration Court) (Case admin)

Complainant

Organization	Writera Limited

Respondent

Name	Igor Leskiv

OTHER LEGAL PROCEEDINGS

The Panel is not aware of any other legal proceedings which are pending or decided and which relate to the disputed domain name.

IDENTIFICATION OF RIGHTS

The Complainant owns United States Patent And Trademark Office (“USPTO”) Registration No. 5938027, dated December 17, 2019, for the graphic ADVANCEDWRITERS Logo trademark.

FACTUAL BACKGROUND

Since 2007, the Complainant has been engaged in providing academic writing assistance and related educational services including the writing of essays, term papers, theses, capstone projects, and admission essays. The Complainant uses the domain name <advancedwriters.com> for its website address and it has 379 reviews on the site <smartcustomer.com>.

The <advanced-writers.com> domain name was registered on November 1, 2013, and resolves to a website offering custom-written academic essays, research papers, and dissertations.

PARTIES CONTENTIONS

COMPLAINANT

The <advanced-writers.com> domain name is confusingly similar to the Complainant’s ADVANCEDWRITERS trademark as it includes the trademark in its entirety and adds only a hyphen and the “.com” TLD.

The Respondent has no rights or legitimate interests in the disputed domain name as it is not commonly known by the domain

name and it hosts a website that provides the same academic writing services as the Complainant thus disrupting the Complainant's business.

The disputed domain name was registered and used in bad faith based on the Respondent's prior knowledge of the Complainant's trademark and the above-mentioned website activity.

RESPONDENT

No administratively compliant Response has been filed.

RIGHTS

The Complainant has not proven that it owns trademark or service mark rights in the term ADVANCEDWRITERS within the meaning of paragraph 4(a)(i) of the Policy.

NO RIGHTS OR LEGITIMATE INTERESTS

The Complainant has failed to make a prima facie showing that the Respondent has no rights or legitimate interests in respect of the disputed domain name within the meaning of paragraph 4(a)(ii) of the Policy.

BAD FAITH

It has not been shown, by a preponderance of the evidence, that the disputed domain name was registered and is being used in bad faith within the meaning of paragraph 4(a)(iii) of the Policy.

PROCEDURAL FACTORS

The Panel is satisfied that all procedural requirements under UDRP were met and there is no other reason why it would be inappropriate to provide a decision.

PRINCIPAL REASONS FOR THE DECISION

1. Confusing Similarity

The Complainant asserts trademark rights in the term ADVANCEDWRITERS through its registration at the USPTO. Registration of a trademark in this manner is a typically a valid showing of rights in a mark under paragraph 4(a)(i) of the Policy. See LyondellBasell Industries Holdings B.V. v. Ferreira Margue, UDRP-107874 (CAC September 26, 2025) ("a trademark registration with a national trademark agency such as the USPTO, as well as with an international trademark organization such as the EUIPO, is sufficient to establish rights in that mark.") However, where an asserted registration consists of a design mark and rights to the relevant text have been disclaimed apart from the mark as a whole, this requires the complainant to provide additional evidence that the text has acquired secondary meaning and, thus, status as a trademark as required by paragraph 4(a)(i) of the Policy. See UDRP Perspectives on Recent Jurisprudence, section 1.5 (updated June 2, 2025), available at https://udrpperspectives.org ("Where an asserted registration consists of a design mark and the relevant words have been disclaimed apart from the mark as a whole, this requires the Complainant to provide additional evidence that the words have acquired a secondary meaning and, thus, status as a trademark as required by policy.") Also see WIPO Jurisprudential Overview 3.1, at paragraph 1.2.3 ("if the similar elements of the domain name are made up exclusively of disclaimed terms, trademark rights under the Policy may not be found unless the complainant can show sufficient secondary meaning in the disclaimed terms."); and Id. at paragraph 1.10 ("Where the trademark registration entirely disclaims the textual elements (i.e., the scope of protection afforded to the mark is effectively limited to its stylized elements), panels may find that the complainant's trademark registration is insufficient by itself to establish confusing similarity.").

Here, the Complainant submits a screenshot from the USPTO database showing the details of its registration for the claimed ADVANEDWRITERS trademark in a graphic logo form. The exhibit shows the notation "Disclaimer: "ADVANCED WRITERS"" and the Panel's further review of the Registration Certificate at the USPTO website reveals that it contains the full statement "No claim is made to the exclusive right to use the following apart from the mark as shown: "ADVANCED WRITERS"". This is typical disclaimer language and the USPTO has indicated that "[t]he purpose of a disclaimer is to permit the registration of a mark that is registrable as a whole but contains matter that would not be registrable standing alone…." See USPTO Trademark Manual of Examining Procedure section 1213, citing 15 U.S.C. 1056. The Panel further notes that the USPTO record for this Registration contains a July 23, 2019 Nonfinal Office Action wherein the USPTO Examiner cites to a dictionary listing that "shows "advanced" means "being at a higher level than others" and a "writer" is "one who writes."" It goes on to state that "Consumers who view the mark being used in connection with the identified services will instantly understand applicant's services concern editing and writing by highly skilled writers, or advanced writers. Thus, the wording merely describes applicant's services." It finishes by requiring that "Applicant must provide a disclaimer of the unregistrable part of the applied-for mark…" which the Complainant did in a July 25, 2019 Response to Office Action. All of this indicates that the USPTO has determined that the ADVANCEDWRITERS textual portion of the Complainant's logo is generic or merely descriptive in relation to the Complainant's services and thus not registrable as it does not, on its own, function as a trademark. This leads the Panel to find that paragraph 4(a)(i) of the Policy has not been satisfied by the Complainant's submission of its USPTO Trademark Registration.

However, a registered trademark is not required under the Policy and, if proven, common law trademark rights are sufficient to satisfy paragraph 4(a)(i) of the Policy. Oculus VR, LLC v. Ivan Smirnov, FA 1625898 (FORUM July 27, 2015) ("A complainant does not need to hold registered trademark rights in order to have rights in a mark under paragraph 4(a)(i) of the Policy and it is well established that a Complainant may rely on common law or unregistered trademarks that it can make out".) As the Complainant must understand from a prior case that it filed, in order "[t]o establish unregistered or common law trademark rights for purposes of the UDRP, the complainant must show that its mark has become a distinctive identifier which consumers associate with the complainant's goods and/or services. Relevant evidence demonstrating such acquired distinctiveness (also referred to as secondary meaning) includes a range of factors such as (i) the duration and nature of use of the mark, (ii) the amount of sales under the mark, (iii) the nature and extent of advertising using the mark, (iv) the degree of actual public (e.g., consumer, industry, media) recognition, and (v) consumer surveys." Writera Limited v. Baklan Iaroslav, UDRP-104234 (CAC January 30, 2022). In that case, the Panel found that the "Complainant has failed to meet the heightened burden of demonstrating acquired distinctiveness that applies to unregistered marks comprised solely of descriptive terms."

In the present case, the Panel notes that the Complaint does not mention that the asserted USPTO Trademark Registration includes a disclaimer of the term ADVANCEDWRITERS and, further, that the Complainant does not expressly assert common law rights in the term although it does claim that "the Trademark ADVANCEDWRITERS had already acquired distinctiveness and reputation through long-standing public use.". In support of this statement, it submits only an archival screenshot of its <advancedwriters.com> website from 2007 as well as a screenshot of a summary screen from a website at <smartcustomer.com> indicating that the Complainant's website has 379 reviews. The Panel views this evidence as inadequate to support the existence of common law trademark rights in the asserted phrase under the test mentioned in the Writera Limited v. Baklan Iaroslav citation above. Specifically, (i) there is no showing that the trademark has been in continuous use since the 2007 archived screenshot; (ii) the amount of the Complainant's sales under the trademark is not provided; (iii) there is no evidence of any advertising of the services beyond mention on the Complainant's website; (iv) the degree of customer recognition of the mark is unclear as the submitted evidence shows only the total number of reviews at <smartconsumer.com> but none of the actual reviews are provided and the page states "This company's rating is currently unavailable."; and (v) no consumer survey is submitted or other evidence indicating that the public views the term ADVANCEDWRITERS as providing a source-indicating function. Perhaps most significant is that, when the Panel browsed to the Complainant's current website, it noticed the marquis headline "Ace your essays with our most advanced writers" (note the lower case letters in the phrase "advanced writers") indicating that the Complainant, itself, uses the individual words of its claimed trademark to refer to its writers in a generic or merely descriptive manner. The removal of a space in the registered logo does not create a material difference for such a generic or merely descriptive phrase.

In view of the above analysis, the Panel finds that the Complainant has not demonstrated that it has trademark rights in the term ADVANCEDWRITERS. Thus, the Complainant has not satisfied the first element of paragraph 4(a)(i) of the Policy.

2. Rights Or Legitimate Interests

Although it is unnecessary to provide further analysis in this case, the Panel has decided to do so in the hope that it will be instructive to the Parties and to future UDRP participants.

Pursuant to paragraph 4(a)(ii) of the Policy, the Complainant has the burden of making a prima facie showing that the Respondent has no rights or legitimate interests in the disputed domain name. Cephalon, Inc. v. RiskIQ, Inc., 100834 (CAC, 12 December 2014). Once this burden is met, it then shifts to the Respondent to demonstrate that it does have rights or legitimate interests in the domain

name. Paragraph 4(c) of the Policy offers the Respondent several examples of how to demonstrate its rights or legitimate interests in the disputed domain name.

One of the Complainant's exhibits shows an archival screenshot of the Respondent's <advanced-writers.com> website from 2013 which contains the headline "Where to Buy Top-Notch Academic Papers" and follows with "We are The Best Solution For College and University Students". It states that "we write papers of any formats and types: dissertations, course work, essays…" The current version of the website shows the headline "One-stop solution for your academic writing needs" and goes on to say "Get a polished, custom-written essay, research paper, or any work of your choice from a proven expert in your field" followed by a link titled "Write my paper".

The Complaint asserts that:

> The Respondent's use of the Disputed Domain Name is neither a bona fide offering of goods or services under paragraph 4(c)(i) of the Policy, nor a legitimate noncommercial or fair use under paragraph 4(c)(iii) of the Policy. The Disputed Domain Name differs from the Complainant's Trademark and official domain name only by the insertion of a hyphen. The Respondent uses the Disputed Domain Name for a commercial website offering the same type of academic writing and writing-assistance services as those provided by the Complainant. Such use is intended to take advantage of the reputation and goodwill of the Complainant's Trademark and to divert Internet users seeking the Complainant's services.

It goes on assert that "The Respondent's interest in the Disputed Domain Name is therefore not based on any legitimate intention to develop an independent business under its own distinctive name" but is "based on creating confusion with the Complainant's Trademark and official website…" The Panel remains unconvinced as, according to the Complainant's own evidence, it appears that the Respondent has been using the disputed domain name for at least twelve years prior to the commencement of these proceedings and its website shows no signs of being a contrivance but, rather, seems to offer actual writing services, albeit similar to those offered by the Complainant. Further, the Respondent's website does not copy the Complainant's logo or any text or graphics from the Complainant's website and so the Panel is unable to conclude that it is intending to create confusion between the two websites.

Based on a preponderance of the evidence before it, the Panel is unable to find that the Complainant has made out a prima facie case that the Respondent is not using the disputed domain name to make a bona fide offering of goods or services.

3. Bad faith

The Complainant must prove, by a preponderance of the evidence, that the disputed domain name has been registered and used in bad faith under paragraph 4(a)(iii) of the Policy. Hallmark Licensing, LLC v. EWebMall, Inc., D2015-2202 (WIPO, February 12, 2016) ("The standard of proof under the Policy is often expressed as the 'balance of the probabilities' or 'preponderance of the evidence' standard. Under this standard, an asserting party needs to establish that it is more likely than not that the claimed fact is true.").

The Complainant first notes that "[t]he Respondent registered the Disputed Domain Name only on November 1, 2013, several years after the Complainant's first use and public operation of its official website." It goes on to assert that "[t]he Respondent's registration of advanced-writers.com cannot reasonably be explained as coincidental. The Disputed Domain Name differs from the Complainant's Trademark and official domain name advancedwriters.com only by the insertion of a hyphen. The Respondent then used the Disputed Domain Name for the same type of commercial services as the Complainant, namely academic writing and writing-assistance services." Finally, it notes that "[t]he Respondent's use of privacy-protected Whois/RDAP data further supports the Complainant's position" as does its failure to reply to the Complainant's cease-and-desist letter. The Panel finds these arguments to be rather circumstantial and unconvincing.

Given the generic or merely descriptive nature of the phrase "Advanced Writers", the Panel is unable to conclude that the Respondent's choice of this phrase could not be coincidental. Under the standards set out in the seminal case of Telstra Corporation Limited v. Nuclear Marshmallows, D2000-0003 (WIPO Feb. 18, 2000), the Complainant has not shown that its claimed trademark is distinctive or enjoys a substantial reputation such that it is implausible for the Respondent to make a good faith use of the phrase "Advanced Writers". Next, the Panel notes that the Respondent, based in Ukraine, registered the disputed domain name in 2013, a number of years after the Cyprus-based Complainant's first use date of 2010, as stated in its USPTO Registration, or the

2007 launch of its own website. The distance in both geography and time at least indicate the plausibility that the Respondent may have independently conceived of the generic or merely descriptive phrase “Advanced Writers” and chosen the <advanced-writers.com> domain name because the <advancedwriters.com> domain name was unavailable. Finally, the content of the Respondent’s website, both currently and in the archival screenshot provided by the Complainant, does not show any copied text, logo, graphics, or other material such that the Panel could conclude that it seeks to imitate the Complainant’s website and the Complaint makes no mention of any instances of actual confusion through the years. Thus, the Panel concludes that the crux of Complainant’s case is (i) the use of a similar generic or merely descriptive phrase in the disputed domain name, and (ii) the writing of academic papers by both parties. On this basis, the Panel is unable to conclude that the Complainant and its claimed trademark were targeted by the Respondent and thus, that the Complainant has met its burden of proving bad faith registration or use by a preponderance of the evidence.

Further, the Complainant argues that bad faith is shown by the Respondent's use of privacy-protected Whois/RDAP data and its failure to reply to a cease-and-desist letter sent by the Complainant. The Panel notes that virtually all Whois and RDAP data have been hidden by domain name registrars since the implementation of the European Union's General Data Protection Regulation (“GDPR”) in 2016 and so, unless the underlying Registrant data is also hidden by a privacy service specifically implemented by a registrant (e.g., a layered privacy shell), the decision to cloak Whois/RDAP data with privacy cannot be attributed to a domain name registrant or factor into a bad faith analysis. With respect to the Respondent’s failure to reply to a case-and-desist letter, this has, in fact, been considered in the bad faith analysis, but it provides only supplemental evidence of the same when all of the circumstances of a case are otherwise persuasive. Service Spring Corp. v. Hao Wang, D2018-2422 (WIPO December 17, 2018) (“The Complainant submits that bad faith should be inferred from (i) the Respondent’s use of a privacy service, (ii) the Respondent’s provision of incomplete address details in the WhoIs record and (iii) the Respondent’s failure to respond to the Complainant’s cease and desist letters. Each of these matters are factors which can contribute to a finding of registration and use in bad faith … [but] [w]hether the presence of these factors does lead to a finding of bad faith, however, depends on all the circumstances of the case.”).

In sum, the Panel finds that the Complainant has not carried its burden of proving, by a preponderance of the evidence, that the Respondent has registered or is using the disputed domain name in bad faith under. Should the Complainant wish to pursue its claim that it does indeed possess trademark rights in the term ADVANCEDWRITERS and that the Respondent has infringed on such rights with its website, it is free to pursue such claims in a court of law which has access to more robust evidentiary tools such as discovery, live witness testimony, and cross examination.

FOR ALL THE REASONS STATED ABOVE, THE COMPLAINT IS

Rejected

AND THE DISPUTED DOMAIN NAME(S) IS (ARE) TO BE

1. **advanced-writers.com**: Remaining with the Respondent

PANELLISTS

Name	**Steven Levy**

DATE OF PANEL DECISION 2026-05-27

Publish the Decision