

**IN THE MATTER OF A COMPLAINT PURSUANT TO THE CANADIAN  
INTERNET REGISTRATION AUTHORITY DOMAIN NAME DISPUTE  
RESOLUTION POLICY**

**Complainant:** The Exite Group, Inc. d/b/a Bellapierre Cosmetics, 15155 Stagg Street,  
Unit A, Van Nuys, California, 91405-1309, U.S.A.

**Complainant Counsel:** Christopher T. Dejardin of Cassan Maclean (Ottawa)

**Registrant:** Zucker International Marketing Inc.

**Registrant Counsel:** Eric Macramalla, Gowling Lafleur Henderson LLP (Ottawa)

**Disputed Domain Name:** bellapierre.ca

**Panelists:** Paul W. Donovan (Chair), Rodney C. Kyle & Tim Bourne

**Service Provider:** Resolution Canada Inc.

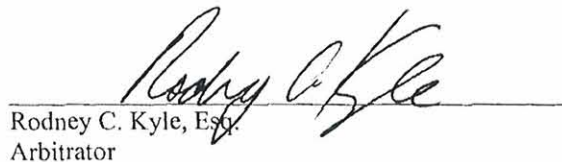
**CORRIGENDUM TO PANELIST RODNEY C. KYLE'S CONCURRING DECISION INCLUDED  
IN THE PANEL'S DECISION**

In accordance with CIRA Dispute Resolution Policy Version 1.3, ¶ 4.2, and CIRA Dispute Resolution Rules Version 1.4, ¶ 12.9, the Panel hereby amends its decision of 7 December 2011 by correcting the following accidental errors, slips, omissions or similar mistakes:

- (1) on page 21/28, in the first full paragraph on that page,
  - (a) the line "implied dispute resolution agreement provisions between the Complainant and the Registrant." is replaced by "pertinent implied dispute resolution agreement provisions between the Complainant and the Registrant.",
  - (b) the line "Panel majority's procedural disposition are to the effect that there are no implied dispute" is replaced by "Panel majority's procedural disposition are to the effect that there are no pertinent implied dispute",
  - (c) the line "there being no implied dispute resolution agreement provisions between the Complainant and the" is replaced by "there being no pertinent implied dispute resolution agreement provisions between the Complainant and the", and
  - (d) the line "such an implied agreement provision rather than applying the applicable law of *functus officio*" is replaced by "a pertinent implied agreement provision rather than applying the applicable law of *functus officio*";
- (2) on page 22/28, in point "(ii)(a)" on that page, the line "implied provisions at all, let alone one or more implied provisions precluding" is replaced by "pertinent implied provisions at all, let alone one or more implied provisions precluding"; and
- (3) on page 26/28, in the first full paragraph on that page, the line "would not follow that UDRP approach. More particularly, the UDRP Rules ¶ 15(a) provision is" is replaced by "would not follow that UDRP approach in this case. More particularly, the UDRP Rules ¶ 15(a) provision is".

DATE: December 12, 2011

  
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Paul W. Donovan (Chair)

  
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Rodney C. Kyle, Esq.  
Arbitrator