

ADMINISTRATIVE PANEL DECISION

Zhang Hao v. Hao Zhang

Case No. D2025-3357

1. The Parties

The Complainant is Zhang Hao, China, represented by Peterson Watts Law Group, LLP, United States of America ("United States").

The Respondent is Hao Zhang, China.

2. The Domain Name and Registrar

The disputed domain name <boberteausa.com> is registered with Tucows Domains Inc. (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on August 20, 2025. On August 21, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On August 21, 2025, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name which differed from the named Respondent (Michelle Moore, Michelle Moore, LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on September 3, 2025, 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 September 8, 2025.

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 September 10, 2025. In accordance with the Rules, paragraph 5, the due date for Response was September 30, 2025. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on October 1, 2025.

The Center appointed Andrew D. S. Lothian as the sole panelist in this matter on October 13, 2025. 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 private individual with an address in China.

The Complainant is the owner of United States Registered Trademark Number 6449512 for a device and word mark consisting of the wording “BOBER” with the first “B” reversed, and the word cutting through the middle of two partial concentric circles with one portion above and the other below; immediately below the word, and centered under the middle “B” is the word “TEA” and above are four design elements consisting of a bubble or pearl-shaped design, followed by a sugar cube, then a leaf, and finally a triangular-shaped tea bag all within the upper portion of the concentric circles. Said mark was filed on October 25, 2019, and registered on August 10, 2021, in Class 30. Said mark contains a disclaimer to the exclusive right to use the word “TEA” apart from the mark as shown.

The disputed domain name was registered on June 2, 2020. Although the Complainant referred to the Respondent's continued operation of a website and branded cafés using the Complainant's said trademark, it did not include a screenshot of the website associated with the disputed domain name, and the Panel therefore visited the same on October 14, 2025, having regard to the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition (“[WIPO Overview 3.0](#)”), section 4.8. Said website features prominently the Complainant's said trademark under which it promotes various teas and coffees together with franchising opportunities for people or businesses with food service, retail or management experience. The said website also lists multiple locations in the United States encompassing California, Florida, Indiana, Michigan, Minnesota and South Carolina at which customers can “order ahead” from a variety of specialist teas and coffees.

The Respondent is listed in the RDAP record relating to the disputed domain name under the Complainant's name, albeit reversed. The Panel is mindful that such a reversed listing is not unusual in respect of persons based in China where the convention is typically to list the surname first, followed by the given name. The address for the registrant is identical to the Complainant's address in respect of street name, city, state, postal code and country, albeit omitting the room and apartment number. The Panel does not know who registered the disputed domain name, but the presence of the Complainant's details suggests that the person who did so intended to register it in the Complainant's name. Nevertheless, the Complainant states in the Complaint that the holder of the disputed domain name is “Michelle Moore, individually and as Managing Member of Michelle Moore, LLC”, adding that “Ms. Moore controls the domain at issue”.

On July 3, 2025, Michelle Moore, LLC, a California limited liability company with a business address in Columbia, Missouri, filed a complaint before the United States District Court, Eastern District of California, against Bobertea Franchises PTE. LTD., a company incorporated under the laws of Singapore and having its registered office in Singapore, and the Complainant, in respect of alleged violation of the California Franchise Relations Act, breach of contract, tortious interference with contract, tortious interference with economic advantage, and declaratory relief. As far as the Panel is aware, this action is still live.

The complaint in the said action states that on January 30, 2021, Michelle Moore, LLC entered into a written Master Franchise Agreement with Bobertea Franchises PTE. LTD. whereby Michelle Moore, LLC became the exclusive master franchisee for the “Bober Tea” brand in various parts of the United States, with exclusive rights to open, develop, and sub-franchise Bober Tea units across the defined territory, which consisted of various parts of the United States. It goes on to note that the Complainant in the present case did not sign on behalf of Bobertea Franchises PTE. LTD. and was not otherwise a party to the said agreement, although adding that the Complainant is an officer or director of Bobertea Franchises PTE. LTD.

Broadly speaking, the said complaint narrates a dispute which Michelle Moore, LLC has with Bobertea Franchises PTE. LTD. over the fact that on June 12, 2025 the latter purported to terminate the said agreement (or possibly to terminate an allegedly ineffective franchise agreement dated October 19, 2019), due to allegations relating to late royalty payments, unauthorized sub-franchising outside of the territories listed in the said agreement, and failure to submit reports. In said complaint, Michelle Moore, LLC asserts that the allegedly breached provisions of the said agreement are inaccurate or non-existent, and that in any event, Bobertea Franchises PTE. LTD. assented to its expansion into other territories. It also asserts that steps have been taken by a third party to assert itself as the new master franchisee.

On July 15, 2025, the Complainant's attorney issued a notice of trademark infringement and notice to cease and desist to Michelle Moore which references the alleged purported termination notice dated June 12, 2025, in respect of the said agreement. Among other allegations, the letter references "your improper use/registration of the domain name", being the disputed domain name in the present case. The said notice requests that the recipient cease various alleged infringements of the Complainant's trademark, and promptly review a document entitled "Assignment of Domain Names" (not provided by the Complainant on the present record) and indicate whether it intends to sign this.

5. Parties' Contentions

A. Complainant

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainant contends that the disputed domain name is confusingly similar to the Complainant's BOBER TEA trademark because it conveys the same meaning to a typical consumer, that the goods or services provided by the Respondent copy those of the Complainant, that the services offered on the website associated with the disputed domain name infringe the Complainant's said mark and (unspecified) copyright, noting that the Complainant experiences actual consumer confusion on a daily basis, and that the Respondent uses the Complainant's trademark as an advertising keyword to divert customers looking for the Complainant to the website associated with the disputed domain name.

The Complainant asserts that the Respondent should be considered as having no rights or legitimate interests in respect of the disputed domain name because the Respondent's use thereof is a direct infringement of the Complainant's mark, and that the Respondent has intentionally cloned the Complainant's business to steal business from the Complainant and create customer confusion. The Complainant submits that the Respondent is not authorized to use the Complainant's said mark, including for a website and branded cafés or for "boberteausa" emails, contending that any prior authorization was terminated on June 10, 2025, and adding that post-termination use is not a bona fide offering of goods and services, nor a legitimate noncommercial or fair use in terms of the Policy.

The Complainant submits that the disputed domain name should be considered as having been registered and used in bad faith by the Respondent because (1) it was registered primarily for the purpose of disrupting the business of a competitor; (2) by using the disputed domain name, the Respondent has intentionally attempted to attract, for commercial gain, Internet users to the Respondent's website, by creating a likelihood of confusion with the Complainant's mark as to the source, sponsorship, affiliation, or endorsement of the Respondent's website; and (3) the Respondent has cloned the Complainant's website, business model, content, and products for the purpose of disrupting Complainant's business, and attracting commercial gain for the Respondent.

B. Respondent

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

6. Discussion and Findings

6.1. Preliminary issue: Identity of the Respondent

Paragraph 1 of the Rules defines the Respondent as “the holder of a domain-name registration against which a complaint is initiated”. The Panel nevertheless has discretion to substitute or join another entity as a respondent by way of its general powers as set out in paragraph 10(a) of the Rules.

Here, the Panel notes that the holder of the disputed domain name is effectively listed as a version of the Complainant’s name (as further demonstrated by the inclusion of a partial version of the Complainant’s contact address in the registrant’s address details) but that the Complainant asserts that the underlying holder and Respondent is in fact Michelle Moore, individually, and as Managing Member of Michelle Moore, LLC. This assertion has not been contested by the Respondent. The previous dealings between the Complainant and/or Bobertea Franchises PTE. LTD., and Michelle Moore, LLC (notably the fact that the latter two entities appear to have entered into the said agreement, the ongoing litigation between them, and the nature of the website associated with the disputed domain name) tend to indicate to the Panel that Michelle Moore, LLC may in fact be the underlying holder of the disputed domain name, noting that the disputed domain name is self-evidently not under the Complainant’s control. There is no evidence before the Panel suggesting that Michelle Moore as an individual is likely to be the holder of the disputed domain name.

In these circumstances, the Panel is content to join Michelle Moore, LLC as a Respondent in the present case. Nevertheless, the name of the holder of the disputed domain name will be retained in the instance of this Decision for reasons of continuity and to allow the Registrar to implement an order for transfer of the disputed domain name in the event of the Complainant’s success in the administrative proceeding.

6.2. Preliminary issue: Effect of Court Proceedings

Paragraph 18 of the Rules contemplates the fact that legal proceedings in respect of a domain name dispute that is the subject of the Complaint may be initiated prior to or during an administrative proceeding, and that such proceeding may be terminated or suspended in consequence, or the Panel may proceed to a decision, in its discretion.

Here, the Complainant has described ongoing litigation between the Parties, or connected parties, which has been helpful to the Panel in terms of understanding the factual matrix. However, such legal proceedings as have been described are not in respect of the domain name dispute that is the subject of the Complaint. The Panel will therefore proceed to a Decision on the present record, and adds that it does not address this to any other forum that may be seized of this matter or of related matters.

6.3 Substantive Issues

A. Identical or Confusingly Similar

It is well accepted that the first element functions primarily as a standing requirement. The standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between the Complainant’s trademark and the disputed domain name. [WIPO Overview 3.0](#), section 1.7.

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

The entirety of the mark is reproduced within the disputed domain name. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

The trademark cited by the Complainant is a mark in which both word and graphical elements are represented. The Panel is satisfied that the graphical elements are severable from the underlying word elements, such that the latter may be compared to the disputed domain name. [WIPO Overview 3.0](#), section 1.10.

Although the addition of other terms, here, “usa” may bear on assessment of the second and third elements, the Panel finds the addition of such term does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.8.

The Panel finds the first element of the Policy has been established.

B. Rights or Legitimate Interests and Registered and Used in Bad Faith

In the present case, it is convenient to consider the second and third elements of the Policy together.

Essentially, the evidence on the record describes a business dispute between the Complainant and/or a company of which it is a director, and one of its former franchisees. The contract establishing the franchise, described herein as “the said agreement” was purportedly terminated on June 12, 2025. The purported termination is contested in litigation brought by the franchisee which appears to be still ongoing. If the said agreement has been validly terminated, then the Respondent may not have a right or legitimate interest in the disputed domain name. If it has not, then the Respondent may derive such a right or legitimate interest therefrom. However, the fact that the Respondent has not filed any Response to the Complaint does not mean that the Panel must necessarily accept the Complainant’s contention that the said agreement is validly terminated, especially if the matter remains in contention in another (court) forum. Indeed, it is neither within the role nor the competence of the Panel to assess whether the said agreement has been validly terminated by the Complainant.

Perhaps of more fundamental importance to the outcome of the administrative proceeding is that the Complainant has singularly failed to demonstrate that the disputed domain name was registered in bad faith. Indeed, the circumstances surrounding its registration are not described to any extent in the Complaint, and it must be noted that the registration date of the disputed domain name both pre-dates the registration of the Complainant’s trademark and, crucially, the date on which the said agreement between Michelle Moore LLC. and Bobertea Franchises PTE. LTD. was entered into. The Complainant has not explained or offered any comment as to why the disputed domain name appears to have been registered in a variant of its personal name. Was this because of any conditions imposed by the Complainant upon the Respondent? What kind of business relationship did the Parties have, if any, at the material time? Were the Parties contemplating going into business with one another at the material time but had not yet finalized the basis on which they would do so? Did the Complainant register the disputed domain name in its own name, and then transfer it to the Respondent? The Panel does not know the answer to any of these questions, and, given the Parties’ previous business relationship insofar as described on the record, there is nothing before the Panel which would allow it reasonably to infer that the Respondent necessarily possessed a bad faith motive in relation to the Complainant at the point when the disputed domain name was registered.

In addition to the difficulty which the Complainant has in establishing registration in bad faith, it must be added that the question of whether the disputed domain name is being used in bad faith would also turn on the issue of whether the said agreement between Michelle Moore LLC. and Bobertea Franchises PTE. LTD. has been validly terminated, or possibly on certain provisions of the said agreement relating to the registration and use of domain names or other intellectual property, if any. As noted above, this is not something which the Panel is equipped to assess. It is beyond the scope of this proceeding, which is intended to deal with matters of abusive cybersquatting. Furthermore, the Complainant has chosen not to provide a copy of the said agreement in its documentary annexes.

Consequently, the Panel expresses no view as to whether the disputed domain name was used in bad faith following the purported termination of the said agreement on June 12, 2025. However, even if the Respondent’s actions thereafter did amount to use of the disputed domain name in bad faith, the Complainant has failed to prove the other (equally essential) limb of the third element, namely that the Respondent registered the disputed domain name in bad faith on June 2, 2020.

Finally, the Panel notes that the disputed domain name appears to be incidental to a wider business dispute between the Parties which appears to take the matter beyond the realm of the particular type of abusive cybersquatting with which the Policy is concerned. In a number of such cases, panels under the Policy have

declared that the case itself is beyond the scope of the Policy. See, for example, *The Thread.com, LLC v. Jeffrey S. Poploff*, WIPO Case No. [D2000-1470](#), which itself concerned an alleged breach of contract between former business partners, and in which the panel stated, "To attempt to shoehorn what is essentially a business dispute between former partners into a proceeding to adjudicate cybersquatting is, at its core, misguided, if not a misuse of the Policy", this alone being enough to justify denial of the complaint.

As the Panel in the present case has already reached a concluded view on the merits, based upon the record, it does not consider it appropriate or necessary to declare that this case is beyond the scope of the Policy.

The Panel finds the second and third elements of the Policy have not been established.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Andrew D. S. Lothian/

Andrew D. S. Lothian

Sole Panelist

Date: October 27, 2025