

ADMINISTRATIVE PANEL DECISION

Hayley Francis / Pets4Jets USA LLC v. Romero Rochan,
Tier One Credit Repair LLC
Case No. D2025-4229

1. The Parties

The Complainants are Hayley Francis and Pets4Jets USA LLC, United States of America (“United States”), self, and internally represented, respectively.

The Respondent is Romero Rochan, Tier One Credit Repair LLC, United States, self-represented.

2. The Domain Name and Registrar

The disputed domain name <pets4jets.com> is registered with GoDaddy.com, LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on October 14, 2025. On October 15, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On October 15, 2025, the Registrar transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details. The Center sent an email communication to the Complainant on October 20, 2025, requesting clarification on the submitted Complaint. The Complainant filed an amended Complaint on October 24, 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 October 24, 2025. In accordance with the Rules, paragraph 5, the due date for Response was November 13, 2025. The Response was filed with the Center on November 17, 2025. The Respondent and the Complainant submitted email communications to the Center on November 17, 2025, concerning the late Response.

The Center appointed W. Scott Blackmer as the sole panelist in this matter on November 18, 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 Complaint was filed by Hayley Francis, an individual residing in the State of Nevada, United States. However, the Complainant is not represented by legal counsel, and the Complaint frequently refers to the “Complainant” as “Pets4Jets” and attaches evidence that Ms. Francis is the managing member of Pets4Jets USA LLC, a limited liability company established under Nevada law, which operates a “Pets4Jets” website at “www.pets4jet.com” (the “Complainant’s website”). The Complainant’s website offers an international pet shipping service. The Complainant also operates “Pets 4 Jets” social media sites (Instagram and Facebook) with nearly 10,000 followers. According to the Complainant’s Instagram site, which displays a similar figurative logo that appears on the website, Pets4Jets is “Based in the US and UK”.

The Panel notes that the Complainant Ms. Francis must have launched the Complainant’s website before establishing the company it now operates. The online database of the Nevada Secretary of State shows that Pets4Jets USA LLC was formed on September 9, 2023, with Ms. Francis as managing member.¹ The domain name for the Complainant’s website was created on February 11, 2020, and the Internet Archive’s Wayback Machine has archived screenshots of the associated website dating from December 2021.

The Complainant evidently operated the pet transport service for years before establishing the Nevada company or an online presence. The “About” section of the Complainant’s website explains that “Pets4Jets was founded in 2009” when Ms. Francis, “a military spouse herself”, discovered the difficulty of relocating to an overseas assignment with two rescue dogs. She started a service to help military families (and later diplomatic families and others) navigate the regulations and paperwork involved in transporting household pets on airlines while relocating abroad. Her service grew to include live updates, personal escorts, and 24/7 emergency support, as well as pet transport. The Complainant’s website claims service to more than 15,000 families, involving more than 85 countries over the past 15 years.

Given the commonality of their interests in this matter, the Panel adds Pets4Jets USA LLC as a Complainant party and refers hereafter both to that company and Ms. Francis as the “Complainant” unless otherwise indicated.

The Complainant did not claim to have a registered trademark. On October 15, 2025, the Complainant Pets4Jets USA LLC filed an application to register for United States trademark registration of the word mark PETS4JETS on the supplemental register of the United States Patent and Trademark Office, Serial Number 99444446, in international class 39, claiming first use in commerce on April 1, 2019.

For Policy purposes, the Complainant relies on the claim that PETS4JETS is a common law mark that has acquired distinctiveness as a mark associated with the Complainant’s services through “many years” of “extensive and exclusive” continuous use. The Complainant points to the Complainant’s website, social media sites, copies of the company’s standard service agreement, booking forms, invoice, figurative logo featuring the words “PETS 4 JETS”, current Nevada Business License, 2023 federal tax identification number registration, and a Google customer review referring to the Complainant’s service as PETS4JETS. (The Panel notes that many other customer reviews on Google and Birdeye also refer to the Complainant’s service as “Pets4Jets”.)

¹ Noting the general powers of a panel articulated in paragraphs 10 and 12 of the Rules, it is commonly accepted that a panel may undertake limited factual research into matters of public record, as the Panel has done in this proceeding. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ([WIPO Overview 3.0](#)), section 4.8.

The disputed domain name was created on September 21, 2021, and is registered in the name of Romero Rochan, listing the organization Tier One Credit Repair LLC, a postal address in the State of California, United States, and a Gmail contact email address. The Complainant says that Romero Rochan is a person “known to the CEO” of the Complainant.

At the time of this Decision, the disputed domain name resolves to a landing page (the “Respondent’s website”) headed “Pets 4 Jets” with the tag line, “Safe travels for your pets”, over a photo of a dog in front of a person packing a suitcase. The Respondent’s website has no other pages and otherwise consists only of a “Contact Us” form soliciting the site visitor’s name and email address, with a block to write a message and a box to sign up for “our email list for updates, promotions, and more”. The Respondent’s website does not identify the site operator.

The Panel notes that Tier One Credit Repair LLC, listed as the “organization” in registering the disputed domain name, appears in the online database of the California Secretary of State as a California limited liability company formed in 2007. But that database also shows that the company was terminated as of October 13, 2010, more than a decade before the disputed domain name was registered in 2021.

The Complaint attaches undated “extortion” texts purportedly sent by the Respondent to the Complainant’s “CEO” (the Complainant is evidently referring here to Ms. Francis), demanding USD 10,000 in exchange for the transfer of the disputed domain name.

The Panel notes that in 2021 and 2023 the disputed domain name redirected to the Complainant’s website. There are no screen captures in 2024 or 2025 recorded by the Wayback Machine.

Like the Complainant, the Respondent is not represented by legal counsel, and the Response is fragmentary. Nevertheless, the Response fills in some of the blanks in the factual narrative presented by the Complainant. The Respondent gives his name as Romero Rochan Smith and makes no mention of the organization Tier One Credit Repair LLC. Between the text messages furnished by the Respondent (some of which are dated) and those furnished by the Complainant, it is evident that the Parties had a relationship in which the Respondent, usually per the Complainant’s request, provided advice and assistance to the Complainant on a range of issues including marketing, accounting, hiring, pricing, government contracting, and the potential sale of the business in 2024 and 2025.

The Respondent states that this “consulting” relationship began in 2019, and that the Complainant (evidently referring to Ms. Francis) “lacked funds to buy a domain and asked Respondent to purchase” the disputed domain name. The Respondent says he bought the disputed domain name with his own credit card and renewed it for five-year periods. Text messages between the Parties become acrimonious in 2025, with the Complainant asking the Respondent to transfer the disputed domain name or furnish access credentials so a third party could deal with the disputed domain name “and complete my sale”, and the Respondent replying as follows:

“I understand your situation. You have trusted the wrong people hella times and the last two times you wanted me to give the domain to someone they turned out to be scammers. I hope this isn’t the same. 10k if you want me to transfer the domain to this person, and if not I will just leave it as it is working for you anyways and your site is fine: it’s your call.”

The Complainant replied:

“... The domain belongs with the business, not as leverage. If you’re not willing to transfer it fairly, I’ll just leave things as they are and move forward without it.”

The Complainant’s riposte referred to monetary claims against the Respondent:

“no problem I will pay for it long term and redirect. I’ve been paying for it forever anyways makes me no difference financially. I will pick a site to redirect later today. I literally could point

it at blue collar if I want: Don't play with me. It's funny how you say I played you when you owed me forever and act like you forgot it: and I just let the money ride. I never got compensated for creating credit for you: I was cool. I was cool until you made that claim yesterday after all I've done. dumb move."

These texts are undated, but they are consistent with text exchanges between the Parties dated from September 2025 furnished by the Respondent, including messages such as these:

September 20, 2025:

The Respondent: "I gave you a price. If not I redirect you do what you choose. You should never have threatened me and then tried to frame it like I'm playing you when you're the one owing me for years."

The Complainant: "I asked you hundreds of times over the years what I owed you for the domain. Most of the time you ignore my texts. So you can't say I never asked. As for the credit you never said Hayley I am going to set it up but it is going to cost you \$5k whatever the cost was you had in mind. I thought you was doing it to help me because you were my friend. I never knew friendship had a price as that is not how we are in the uk. If you wanted money then be upfront and say. At the end of the day I am not a mind reader.

I don't get where you are coming from when you say I owe you money. I did jobs for you for free to pay back."

The Respondent: "you don't just owe me for the domain. You still owe me from when I paid your google advertising. ... Then I set up your google ppc campaign and funded it out of my own pocket and you said you would pay me back ... then I set up your domain and paid it up for years ... everytime you asked for it before it was a scam or a scammer luckily for you I was smarter than you and kept custody and kept paying out of my own pocket."

September 25, 2025:

The Respondent: "You shouldn't take people for granted and repay your debts especially when i went out of my way to help you out and loan you money and created a credit profile."

The Complainant: "Don't worry we will take it back from you! It's already in progress! Don't contact me ever again! Your blackmail tricks don't work on me!!"

The Respondent: "... and I purchased it it's not black mail I'm just done paying your [*****] bills and allowing you to owe me money ..."

This proceeding followed.

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 identical or confusingly similar to its common law PETS4JETS service mark. The Complainant asserts that the Respondent is not commonly known by a corresponding name and is passively holding the disputed domain name and registered it only in a bad-faith attempt to extort money from the Complainant.

B. Respondent

The Respondent contends that the Complainant has not satisfied all three of the elements required under the Policy for a transfer of the disputed domain name. The Respondent does not expressly address the issue of the Complainant's common law trademark claims. The Respondent asserts that he registered the disputed domain name at the Complainant's request, with his own funds, and in connection with his support of the Complainant's business, protecting the disputed domain name by redirecting it to the Complainant's website until the recent "contract dispute" with the Complainant. The Respondent argues on these facts that he has legitimate interests in the disputed domain name and did not register and use it in bad faith. He argues that "this is a contract dispute, not a UDRP matter".

The Respondent requests a finding of Reverse Domain Name Hijacking ("RDNH"), on the grounds that the Complainant misrepresented the facts, concealing her consulting relationship with the Respondent and the facts that she attempted to seize the disputed domain name that she asked the Respondent to buy, and attempted to use the UDRP to avoid paying her debts to the Complainant.

6. Discussion and Findings

6a. Preliminary Matter: Late-Filed Response and Opposition

The Response was filed four days after the due date. The Respondent explains that the email address used in registering the disputed domain name "had not been actively used for business matters for some time", which contributed to the Respondent's delay in becoming aware of the proceeding. The Respondent also points out that the Rules provide for an automatic four-day extension to file a Response (although this is supposed to be upon request, Rule 5(b)). The Complainant, in an email on November 17, 2025, objects that the Response attaches text messages from threads that are incomplete and therefore can be misleading.

The Panel exercises its discretion to accept the late-filed Response in these circumstances, which entail minimal delay, and is capable of requesting clarification concerning the text exchanges between the Parties if necessary.

6b. Substantive Issues

A. Identical or Confusingly Similar

Despite reporting that Ms. Francis' service commenced in 2009, the Complainant does not offer early evidence of sales, marketing, media notice, industry or consumer recognition under the claimed common law PETS4JETS mark. See WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), section 1.3 on the kinds of evidence required to substantiate claims of unregistered, "common law" trademark rights for Policy purposes. The domain name used for the Complainant's website was created on February 11, 2020, and the Wayback Machine has no archived screenshots of an associated website until December 2021. The company Pets4Jets USA LLC was formed on September 9, 2023, and the samples of business forms and logos furnished by the Complainant date from 2024 and 2025. Available online consumer reviews are dated from 2024 and 2025. Moreover, the Complainant's recent application to register PETS4JETS on the USPTO Supplemental Register rather than on the Primary Register casts doubt on the status of the term as having acquired distinctiveness in the marketplace at this point in time. Nevertheless, there is evidence that the term is used by consumers in association with the Complainant's services, and the Respondent was clearly aware of it and does not challenge it as a trademark in this proceeding. Given the Panel's findings on third element, the Panel considers it appropriate to accept the mark for UDRP standing purposes. The disputed domain name is identical to the Complainant's mark and thus, the first element of the Policy has been established.

B. Rights or Legitimate Interests

The Respondent admittedly registered the disputed domain name per the Complainant's request, and used it to support the Complainant's business, thus not for a commercial or noncommercial site of his own, and it does not appear that the Respondent is genuinely launching such a venture. In any event, given the Panel's finding on the third element of the Complaint, it is not necessary to enter a finding on the second.

C. Registered and Used in Bad Faith

The Panel notes that, for the purposes of paragraph 4(a)(iii) of the Policy, paragraph 4(b) of the Policy establishes circumstances, in particular, but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith. The Panel notes the difficulty in general of proving bad faith in the initial registration of a disputed domain name when a consultant or website developer, for example, registers a domain name in his own name and uses it for a time for the benefit of a business owner, and the parties later fall into a dispute. There is no presumption of bad faith in the registration of the disputed domain name in such cases, and the Complainant carries the burden of establishing mala fide intention by the registrant upon the registration of the domain name. Panels under the UDRP tend to be fact-specific and it is challenging for complainants where, as here, there is no written agreement concerning the ownership or ultimate disposition of the domain name in question. The Parties, who once had friendly relations, are then left to resolve their differences in a forum more suitable than the narrow scope UDRP.

The record here indicates that the Respondent purchased the disputed domain name with his own funds, at the Complainant's request, and used it for some time to redirect to the Complainant's website, presumably with the expectation that the Respondent would be compensated as for other services and expenses. There is no indication in the record that the Parties ever had a written agreement about the disposition of the disputed domain name. The available record does not establish the Respondent's bad faith at the time of registration, such as a plan to extort an exorbitant fee later in exchange for the disputed domain name, and the Complainant has the burden of proof on this point. Thus, on the facts that can be established in the context of a limited UDRP proceeding, the Panel finds that the Complainant has failed to establish that the Respondent registered the disputed domain name in bad faith; therefore, this is not a claim that lends itself to a transfer remedy based on a finding of bad faith.

The evidence in the case file as presented is insufficient to establish that the Respondent's aim in registering the disputed domain name was to profit from or exploit the Complainant's trademark.

The Panel finds the third element of the Policy has not been established.

D. Reverse Domain Name Hijacking

Paragraph 15(e) of the Rules provides that, if after considering the submissions, the Panel finds that the Complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or to harass the domain-name holder, the Panel shall declare in its decision that the Complaint was brought in bad faith and constitutes an abuse of the administrative proceeding. The mere lack of success of the complaint is not, on its own, sufficient to constitute reverse domain name hijacking. [WIPO Overview 3.0](#), section 4.16.

The Panel notes that the Complainant is not represented by legal counsel and is evidently unfamiliar with the UDRP and relevant aspects of trademark law and procedure. The Panel considers that this should be taken into account in determining whether the Complaint was brought in bad faith, claiming a common law service mark after recently (and inconsistently) applying to register that same mark on the USPTO Supplemental Register, for example, and asserting bad faith in the registration of the disputed domain name without proof of perfidious intent or even mentioning that the Complainant authorized the Respondent to register the disputed domain name.

In these circumstances, with an unrepresented complainant, the Panel does not find that the Complaint has been brought in bad faith and constitutes an attempt at Reverse Domain Name Hijacking.

7. Decision

For the foregoing reasons, the Complaint is denied.

/W. Scott Blackmer/

W. Scott Blackmer

Sole Panelist

Date: December 11, 2025