ARBITRATION
AND
MEDIATION CENTER

WIPO
WORLD
INTELLECTUAL PROPERTY
ORGANIZATION

ADMINISTRATIVE PANEL DECISION

Autotransportes Tufesa, S.A. de C.V., Tufesa USA, L.L.C. v. Jimmy Chen, IvyMedia Corporation
Case No. D2025-5194

1. The Parties

The Complainants are Autotransportes Tufesa, S.A. de C.V., Mexico and Tufesa USA, L.L.C., United States of America ("United States"), represented by Rimon, P.C., United States.

The Respondent is Jimmy Chen, IvyMedia Corporation, United States, self-represented.

2. The Domain Name and Registrar

The disputed domain name <tufesabus.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 December 11, 2025. On December 12, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On December 22, 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 (Redacted for Privacy) and contact information in the Complaint. The Center sent an email communication to the Complainants on December 22, 2025, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainants to submit an amendment to the Complaint. The Complainants filed an amended Complaint on the same day.

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 December 24, 2025. In accordance with the Rules, paragraph 5, the due date for Response was January 16, 2026. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on January 19, 2026.

The Center appointed Reyes Campello Estebaranz as the sole panelist in this matter on January 23, 2026. 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.

On February 3, 2026, the Respondent filed an extemporaneous Response to the Complaint.

On February 6, 2026, the Panel issued Procedural Order No. 1, with the following request to the Parties:

"1. The Respondent is invited to provide evidence to substantiate its prior business relationship with the Complainants and/or any authorization granted by the Complainants' former manager to register and/or use the disputed domain name in or around 2011 (such as invoices, correspondence, emails, or similar documentation), on or before February 16, 2026; and

2. The Complainants are invited to provide evidence of the role and position of the now-deceased employee referenced in the record, and of whether he/she had any authority to permit the Respondent to register the disputed domain name and use the Complainants' TUFESA trademarks in or around 2011 (such as an employment agreement, correspondence, emails, or similar documentation), on or before February 16, 2026."

The Parties provided their respective responses to the Procedural Order No.1 within the provided deadline.

4. Factual Background

The Complainants are related companies engaged in the transportation and bus services business. They provide bus transportation and related services within Mexico and between several cities in the United States. According to the Complaint, the Complainants have operated under the TUFESA brand since at least June 21, 1994. This brand derives from the acronym of the original Mexican company, Transportes Urbanos y Foráneos de Empalme, S.A.

The Complainants own several trademark registrations for the TUFESA brand in Mexico and the United States,[1] as well as registrations for related trademarks, including TUFESA INTERNACIONAL, GRUPO TUFESA, TUFESA TRAVEL, TUFESA PASAJE, TUFESA CARGA, TUFESA ENVIOS, TUFESA URBAN, TUFESA MUEVE, and FUNDACION TUFESA. For the purposes of the present proceeding, the following trademark registrations are sufficiently representative: Mexican Trademark Registration No. 666880, TUFESA (figurative), registered on July 28, 2000, in Class 39; and United States Trademark Registration No. 6124357, TUFESA (word), registered on August 11, 2020, in Class 39 (hereinafter collectively referred to as the "TUFESA mark").

The Complainants also own the domain names <tufesa.com>, <tufesa.com.mx>, and <tufesainternacional.com>, which resolve to the group's corporate websites, albeit the website associated with <tufesa.com> currently appears to be under construction.

The disputed domain name was registered on March 15, 2011, and it resolves to an English-language website that displays the "tufesabus.com" at its heading, in a blue-and-grey color scheme, and offers for sale bus tickets for the Complainants' TUFESA services. The website provides information on the Complainants' routes and itineraries to several cities in the United States and allows users to purchase tickets, redirecting the client to a sales platform at "www.gotobus.com". The "About Us" section states, "Tufesa provides bus service between Arizona, California, Nevada, Utah, Texas, Idaho and New Mexico. Cheap bus fares, reliable service!", and the "Contact" section identifies the company as "Company: Tufesa," followed by a telephone number and a Hotmail email address. The website does not contain any information identifying

[1] The Complainant Autotransportes Tufesa, S.A. de C.V. holds the Mexican trademark registrations, and the Complainant Tufesa USA, L.L.C. holds the United States trademark registrations.

the owner of the site or the disputed domain name, nor does it disclose his relationship of lack of relationship with the Complainants. The website's copyright notice states: "Copyright © 2026 https://www.tufesabus.com powered by GotoBus."

The Respondent's website has been slightly modified during this proceeding, i.e., it previously contained references to tours and hotels in cities included in the offered itineraries, such as Phoenix, Los Angeles, and Las Vegas, including links to the TakeTours.com platform for additional information and reservations, and the copyright notice included the same content but was dated 2024.

On May 11, 2025, the Complainants sent a cease and desist communication to the Respondent stating that they had no record of any written agreement authorizing the registration and use of the disputed domain name, and demanding the transfer of the disputed domain name. The Complainants have provided a copy of the said letter, in which various sentences and a paragraph have been blacked out. According to the Complaint, the Respondent did not reply to this letter.

5. Parties' Contentions

A. Complainants

The Complainants contend that they have satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainants contend that the disputed domain name is confusingly similar to their TUFESA mark, as it reproduces this trademark in its entirety, followed by the term "bus," which is contextually related to the Complainants' services.

The Complainants further contend that the Respondent has no rights or legitimate interests in the disputed domain name. The Respondent is not commonly known by the names "Tufesa" or "TufesaBus." The term "Tufesa" is a coined term with no meaning outside its use by the Complainants. Although the Respondent has sold tickets for the Complainants' services and has remitted proceeds net of a commission, the Complainants are aware of no written agreement authorizing the registration and use of the disputed domain name. Following the death of one of the Complainants' managers, who had informally interacted with the Respondent, the Complainants reviewed their records to confirm that no written license or authorization was ever granted to the Respondent and demanded the transfer of the disputed domain name. The Respondent's use of the disputed domain name cannot be considered a bona fide offering of goods or services, as it creates a false impression of official affiliation, lacks an accurate and prominent disclosure of the relationship, and impairs the Complainants' ability to control their brand online. Google lists the disputed domain name as "Tufesa Official Online Bus Trips," reinforcing consumer confusion and undermining any claim to reseller legitimacy.

The Complainants further allege that the disputed domain name was registered and is being used in bad faith. The combination of terms included in the disputed domain name was deliberately chosen to capitalize on the Complainants' reputation and to attract users seeking their services. The disputed domain name is used to intentionally attract, for commercial gain, Internet users by creating a likelihood of confusion as to the source, sponsorship, affiliation, or endorsement of the Respondent's website. The Respondent's failure to include a clear and accurate disclaimer, together with his refusal to transfer the disputed domain name after the Complainants' objection, confirms his bad faith. The "About Us" and "Contact" sections of the Respondent's website impersonate the Complainants, demonstrating deliberate passing off for commercial gain; and the copyright notice and the "Ticket Policy" refer to GotoBus.com, reinforcing the confusion. The commercial relationship between the Parties does not confer a perpetual right to register or retain the Complainants' trademark within a domain name, particularly where the domain name itself and the Respondent's website foster confusion and impede the Complainants' ability to control their brand. The use of privacy masking to conceal the registrant's identity constitutes an additional indication of bad faith.

B. Respondent

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

In an extemporaneous Response, the Respondent contends that the disputed domain name was registered in, good faith, to facilitate the promotion of the Complainants' services, within a commercial arrangement with the Complainants, from which they have profited over the years; and that for over 15 years, he had invested significant effort and marketing resources in promoting the Complainants' services.

The Respondent further asserted legitimate interests under the criteria established in *Oki Data Americas, Inc. v. ASD, Inc.,* WIPO Case No. D2001-0903, indicating that (i) the disputed domain name was used to offer only genuine TUFESA tickets; (ii) the Respondent's website does not use the TUFESA logo, it states that it is powered by "GotoBus", and all transactions are finalized on the GotoBus.com platform, which makes it evident to users that the site is a reseller platform; and (iii) the disputed domain name was the only one registered by the Respondent, which has not prevented the Complainants form using their own domain names. The Respondent further includes various screenshots of his website, including underlined references to GotoBus within the copyright notice, on the searching page heading, and within its content.

The Respondent further contends that he has acted in good faith. The use of the word "official" in SEO meta-tags was intended as a descriptive term for "official tickets" rather than a claim of corporate affiliation, and, to avoid any potential confusion, the Respondent's IT team has already removed this wording. The Respondent's website and all his efforts have been made to support a legitimate business partnership that the Complainants' former management encouraged. The recent death of one of the Complainants' managers and their subsequent internal "review" do not retroactively turn a 16-year-old good-faith partnership into "bad faith" registration. The Respondent's delay in filing a Response was not a sign of bad faith or a refusal to engage; he was on vacation from late December 2025 through the first half of January 2026, and his absence led to the Center's communications regarding this proceeding being overlooked. The Respondent began taking corrective action immediately upon becoming aware of the formal proceeding.

The Respondent finally states that he is a bona fide reseller that has spent 16 years building a successful sales channel for the Complainants, and transferring the disputed domain name would unfairly deprive the Respondent of its long-term investment in promoting the Complainants' brand.

C. Parties' Responses to Panel Order No. 1

C.1. Complainants

The Complainants contend that the Respondent's extemporaneous Response is inadmissible and that the Respondent failed to exercise due diligence in serving the Complainants with both the Response to the Amended Complaint and the submission in response to Procedural Order No. 1.

The Complainants further address the evidence submitted by the Respondent in reply to Panel Order No. 1, indicating that: (i) the provided 2010 agreement for "online marketing and ticketing services" neither authorized the use of the TUFESA mark nor the registration of the disputed domain name, and nor did it confer any right to present the Respondent's website as an "official" site; (ii) the existence of business-related payments does not constitute an authorization to register a domain name, and no evidence has been provided of any payments made in exchange for a license to use the TUFESA mark; and (iii) emails sent by one of the Complainants' employees to the Respondent in February 2024, inquiring about the disputed domain name, demonstrate that they became aware of the disputed domain name's existence at that time, and do not establish any prior authorization or acquiescence.

In response to the Panel's specific request in Panel Order No. 1, the Complainants contend that no written authorization from their deceased manager exists and that the Respondent has failed to meet his burden of producing contemporaneous evidence of any alleged authorization granted by that manager. The deceased manager did not sign the 2010 agreement submitted by the Respondent, but by another employee. The

Complainants do not clarify whether this employee (or the deceased manager) had the authority to grant permission to the Respondent to register and use the disputed domain name, nor do they specify the role held by the employee signing the agreement within the company in 2011 or at present.

The Complainants further provide information regarding their relationships with authorized resellers, explaining that they routinely engage third-party digital platforms under formal agreements that include trademark provisions expressly stating that resellers acquire no rights in the TUFESA brand and must operate under their own brand identity. The absence of such provisions in the Respondent's agreement reflects its limited scope as a "ticketing services arrangement" within a typical aggregator model, whereby the third-party aggregator offers tickets from multiple carriers under its own brand (in this case, GotoBus).

The Complainants further clarify that the Respondent operates GotoBus.com, a bus ticket aggregation platform through which consumers may purchase tickets from TUFESA and numerous other bus companies, consistent with the manner in which a legitimate reseller operates under its own brand. The Respondent could have sold the Complainants' tickets exclusively through the GotoBus platform—as it does for other bus companies—without any need to register the disputed domain name.

In response to the Respondent's arguments, the Complainants further contend that the Respondent lacks rights or legitimate interests under the Oki Data framework, that the Respondent has impersonated the Complainants by identifying his website as an official TUFESA site, that the Complainants hold common law trademark rights dating back to the first use of the mark (in 1994 in Mexico and in 2004 in the United States), and that the disputed domain name was registered and used in bad faith.

Finally, the Complainants submit extracts from the Respondent's sales platform, GotoBus.com, in which the website linked to the disputed domain name is identified as the "Tufesa website," as well as extracts from Google search results for the terms "official Tufesa bus website."

C.2. Respondent

In response to Panel Order No. 1, the Respondent alleges the existence of a longstanding business relationship with the Complainants and asserts that the Complainants were aware of the Respondent's operations over the years. The agreement between the Parties was executed before the registration of the disputed domain name and before the Complainants registered the TUFESA mark in the United States, which, according to the Respondent, demonstrates that the disputed domain name was selected for its descriptive utility in support of the Parties' collaboration, rather than to target the Complainants' mark. The Respondent submits a copy of a services agreement between the Parties dated 2010.

The Respondent further asserts that these statements explicitly included references to the disputed domain name and embedded data associated with it, and that the Complainants had continuous access to specific order details by means of the blue hyperlinks provided in the reports. According to the Respondent, the Complainants had direct access to the Respondent's system to verify orders and therefore maintained ongoing knowledge of the Respondent's sales volumes and the commercial activity generated specifically through the disputed domain name, and, within his system, a reference to the disputed domain name is indicated. The Respondent provides an extract, allegedly of the "Embed Order Details in Gotobus System" that contains a reference to the website linked to the disputed domain name ("https://www.tufesabus.com/"), together with copies of various monthly statements and reports dated December 2012, October 2018, and January 2026, in which certain details have been redacted for confidentiality purposes. The Respondent contends that by regularly reviewing these reports, accepting segregated sales data, and using the hyperlinks to analyze transactions conducted through the disputed domain name, the Complainants effectively authorized and ratified the use of the disputed domain name over the years, and have benefit form it within their arrangement with the Respondent.

The Respondent also submits copies of two email communications dated February 9, 2024, and February 20, 2024, in which one of the Complainants' employees contacted the Respondent, indicating that a digital audit had identified the website under the disputed domain name, and this employee enquired about the possibility of its acquisition by the Complainants. The Respondent contends that these communications demonstrate that, as recently as 2024, the Complainants acknowledged the Respondent's ownership of the disputed domain name and sought to acquire it through commercial negotiations, rather than alleging that it had been registered or used in bad faith.

Finally, the Respondent contends that the evidence submitted confirms a history of authorized dealings and mutual commercial benefit, and that the disputed domain name was registered in 2011, in good faith, as part of a collaborative effort to support a partnership encouraged by the Complainants' former management.

6. Discussion and Findings

Pursuant to paragraph 10(b) of the Rules, the Panel shall ensure that the Parties are treated equally and that each Party is afforded a fair opportunity to present its case. To that end, the Panel took into consideration the Respondent's late-filed Response to the Amended Complaint, insofar as both Parties were granted an additional opportunity, through Procedural Order No. 1, to clarify issues relevant to the determination of this case under the UDRP Policy. These issues included, in particular, the nature of the relationship between the Parties and the legitimacy of the Respondent's registration and use of the disputed domain name, specifically whether the Respondent had received any authorization—explicit or implicit—from any of the Complainants' employees or managers with sufficient authority to grant such permission.

The Complainants have made the relevant assertions required under the Policy, while the Respondent has provided arguments and evidence regarding his commercial or business relationship with the Complainants, which spans more than fifteen years, including an online marketing and ticketing service agreement dated 2010, various email reports, and additional correspondence.

The Panel is mindful that the scope of an agreement cannot be arbitrarily extended beyond its express terms, and that even where an agreement refers to "online marketing," such a concept does not necessarily encompass the registration and use of a domain name incorporating the trademark for which the promotion was agreed and the contract executed.

The Panel is also aware that the use of a domain name in connection with a misleading website that purports to be an official site of a brand, impersonates the trademark owner, and generates confusion for commercial gain, cannot be considered a legitimate use, as it may constitute unlawful conduct and trademark infringement, absent authorization from the trademark owner or a person vested with sufficient authority.

At the same time, the Panel recognizes that trademark licenses or authorizations may be granted by the legitimate owner of the mark—or by an employee with sufficient authority—not only through an explicit written agreement, but also verbally or implicitly. Accordingly, a trademark license may, in certain circumstances, be inferred from the surrounding facts and context of a case, even in the absence of a written or oral contract, such as where there is long-standing consented use by the trademark owner, the existence of quality control over the relevant goods or services, etc.

The proof and assessment of such circumstances may require information and evidence not anticipated in the Parties initial submissions, such that a Panel is able to determine that both the registration and use of a domain name occur in bad faith.

Nevertheless, being mindful of the potentially detrimental consequences for both Parties resulting from delays in resolving their dispute—including the risk of substantial damages or compensation claims and the disruption of what appears to have been a successful commercial relationship—the Panel endeavored, through Procedural Order No. 1, to afford the Parties an opportunity to submit, where available, clearly defined evidence addressing the foregoing issues, in a manner that might have possibly permitted a determination of the dispute within this administrative proceeding.

However, the Panel finds that the Parties' submissions in response to Procedural Order No. 1 are inconclusive and do not permit a clear determination of the dispute.

Accordingly, after a careful review of the circumstances of this case and the evidence contained in the record, particularly in light of the prior—and apparently ongoing—relationship between the Parties and the multifaceted legal and factual issues involved, the Panel is unable to make a final determination on the parties' relationship and respective rights.

In this context, no purpose would be served in a substantive analysis of the three elements of the Policy.

However, this determination should not be construed as an endorsement or approval of the Respondent's conduct, which may infringe the Complainants' trademark rights.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Reyes Campello Estebaranz/
Reyes Campello Estebaranz
Sole Panelist
Date: February 25, 2026