

## **ADMINISTRATIVE PANEL DECISION**

Tennman Brands, LLC v. Som Helper, Aspiring Press Ltd  
Case No. D2025-0451

### **1. The Parties**

The Complainant is Tennman Brands, LLC, United States of America ("United States"), represented by Maynard Nexsen PC, United States.

The Respondent is Som Helper, Aspiring Press Ltd, United Kingdom.

### **2. The Domain Name and Registrar**

The disputed domain name <justintimberlaketours.com> is registered with NameCheap, Inc. (the "Registrar").

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on February 5, 2025. On February 5, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On February 5, 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, Privacy service provided by Withheld for Privacy ehf) and contact information in the Complaint. The Center sent an email communication to the Complainant on February 10, 2025, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Respondent sent an informal email communication to the Center on February 10, 2025. The Complainant filed an amendment to the Complaint on February 21, 2025.

The Center verified that the Complaint together with the amendment to the 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 February 24, 2025. In accordance with the Rules, paragraph 5, the due date for Response was March 16, 2025. The Respondent sent further email communications to the Center on February 25 and March 3, 2025.

The Center appointed John Swinson as the sole panelist in this matter on March 25, 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 Delaware corporation that manages trademarks for American singer, songwriter, and actor Justin Timberlake. It is the proprietor of several trademarks for the JUSTIN TIMBERLAKE mark, including United States Trademark No. 3228297 for JUSTIN TIMBERLAKE (word mark), registered on April 10, 2007, for services in class 41, claiming a date of first use in May 2003.

The Complainant is owned by Justin Timberlake.

The disputed domain name was registered on December 13, 2024.

According to the Registrar's records, the Respondent has an address in the United Kingdom.

At the time of the filing of the Complaint, the website at the disputed domain name was a website selling tickets to Justin Timberlake concerts. The website was titled "Justin Timberlake Tickets" and included the words "Get Your Justin Timberlake 2025 Tour Tickets Today. Your go-to source for the best concerts in the USA! ... This site is run by a ticket broker, with prices set by third-party sellers, which may be above or below face value. We are not affiliated with or endorsed by Justin Timberlake." The How to Buy Tickets section includes the following: "Once you pick a concert, you'll be redirected to our ticket partner, ticketshelper.com".

At the present time, the disputed domain name does not resolve to an active website.

On February 10, 2025, the Respondent sent an email to the Center as follows:

"I would like to clarify that the website was created as part of an affiliate effort to sell tickets for this performer. The website explicitly states that it is not the official site and is not affiliated with the performer in any way. However, I understand the concerns raised in this dispute. To resolve this matter amicably, I am willing to return the domain and take the website down to avoid any further issues. Additionally, I would like to request permission to continue selling tickets as an affiliate partner for the performer, as this was the intended purpose of the site. Please let me know the necessary steps to proceed with transferring the domain, as well as any potential options for becoming an authorized ticket-selling affiliate for the performer. I appreciate your guidance in handling this matter smoothly."

On February 25, 2025, the Respondent sent a further email to the Center which included the following:

"I acknowledge the complaint and, to resolve this matter amicably, I am willing to \*\*voluntarily transfer the domain to the complainant (Tennman Brands, LLC)\*\*. Please let me know the necessary steps for transferring the domain. I would appreciate your guidance on how to proceed efficiently to close this case."

The Center twice asked the Parties if they would like to suspend the proceedings to facilitate settlement discussions pursuant to the Respondent's offer to transfer the disputed domain name. The Complainant did not respond to such emails from the Center.

## 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 Respondent is using the disputed domain name with intent for commercial gain to misleadingly divert consumers or to tarnish the JUSTIN TIMBERLAKE trademark. According to the Complainant, the sole purpose of the disputed domain name is to mislead consumers of concert tickets including fans of Justin Timberlake, to mistakenly believe that the Respondent's ticket broker services originate from or are associated with or sponsored by the Complainant and Justin Timberlake. The Respondent's interest in the disputed domain name to pass itself off as the Complainant and mislead potential purchasers of concert tickets is not legitimate and does not constitute a bona fide offering of goods or services or a legitimate noncommercial or fair use.

### B. Respondent

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

The Respondent sent several emails to the Center as discussed above in section 4.

## 6. Discussion and Findings

To succeed, the Complainant must demonstrate that all of the elements enumerated in paragraph 4(a) of the Policy have been satisfied, namely:

- (i) the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights;
- (ii) the Respondent has no rights or legitimate interests in respect of the disputed domain name; and
- (iii) the disputed domain name has been registered and is being used in bad faith.

The Complainant made no submissions in respect of what is known as the *Oki Data* test (see *Oki Data Americas, Inc. v. ASD, Inc.*, WIPO Case No. [D2001-0903](#)) and did not address the issues regarding ticket resellers as discussed in prior cases such as *The Lumineers, LLC v. Mark Halloran*, WIPO Case No. [D2024-4633](#).

However, in the present case, the Respondent sent emails to the Center stating that he was prepared to transfer the disputed domain name to the Complainant.

The Panel decides to order the transfer of the disputed domain name to the Complainant based on this correspondence that the Respondent is consenting to the transfer of the disputed domain name to the Complainant. The Panel therefore adopts the approach set out in WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), section 4.10 as follows: "Where parties to a UDRP proceeding have not been able to settle their dispute prior to the issuance of a panel decision using the 'standard settlement process' described above, but where the respondent has nevertheless given its consent on the record to the transfer (or cancellation) remedy sought by the complainant, many panels will order the requested remedy solely on the basis of such consent. In such cases, the panel gives effect to an understood party agreement as to the disposition of their case (whether by virtue of deemed admission, or on a no-fault basis)."

See, for example, *Infonxx, Inc v. Lou Kerner, WildSites.com*, WIPO Case No. [D2008-0434](#), where the panel stated as follows: “However, this Panel considers that a genuine unilateral consent to transfer by the Respondent provides a basis for an order for transfer without consideration of the paragraph 4(a) elements. As was noted by the Panel in *The Cartoon Network LP, LLLP v. Mike Morgan*, WIPO Case No. [D2005-1132](#), when the Complainant seeks the transfer of the disputed domain name, and the Respondent consents to transfer, the Panel may proceed immediately to make an order for transfer pursuant to paragraph 10 of the Rules. Accordingly, and in light of the parties’ stipulations set forth above, the Panel will order the transfer of the disputed domain name to the Complainant. This is clearly the most expeditious course.” See also *Dell Inc. v. New Project*, WIPO Case No. [D2021-1433](#); and *QlikTech International AB v. Alexander Fischer, Theseus-AT*, WIPO Case No. [D2024-4010](#).

In conclusion, the Panel makes no substantive findings under the any elements of the Policy, but based on the prior cases cited above, will make an order for transfer of the disputed domain name to the Complainant.

## 7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain name <justintimberlaketours.com> be transferred to the Complainant.

/John Swinson/

**John Swinson**

Sole Panelist

Date: April 8, 2025