

Lo-Fang (Matthew Jordan Hemerlein)



Portugal

Email:

Phone:



**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA
MATTHEW JORDAN HEMERLEIN,
professionally known as “LO-FANG”,
Plaintiff,
v.
BEGGARS GROUP LIMITED,
d/b/a 4AD LIMITED,
Defendant.
Case No. CV25-04132-PHX-MTL
FIRST AMENDED COMPLAINT
Jury Trial Demanded**

INTRODUCTION AND NATURE OF THE ACTION

1. This action arises from Defendant’s attempt to silence Plaintiff’s lawful, non-commercial, and critical speech about Defendant’s business practices by seizing the domain beggars.ai through the Uniform Domain Name Dispute Resolution Policy (“UDRP”), while simultaneously profiting from Plaintiff’s recorded works under a recording contract tainted by conflicted legal representation, undisclosed conflicts of interest, and willful interference with Plaintiff’s artistic expression.

2. Plaintiff is a recording artist and composer who, in 2013, entered into an exclusive recording agreement with Defendant’s record label, 4AD, at a time when Plaintiff was in a vulnerable position, experiencing a housing crisis, and relying on legal counsel who secretly represented Defendant in other matters. Plaintiff did so in reliance on the advice of a lawyer who shared a law firm with Defendant’s long-time counsel, without disclosure of that conflict.

3. Over the next decade, Defendant failed to honor its contractual obligations to Plaintiff, including missing a contractual option deadline, issuing a late termination letter that was concealed from Plaintiff by his own conflicted lawyer, obtaining a lucrative synchronization license with HBO without Plaintiff’s informed consent, interfering with Plaintiff’s artistic expression by pressuring changes to lyrics about his grandmother’s death from cancer based on commercial radio concerns, and exploiting Plaintiff’s catalog while providing opaque royalty statements that masked underpayments.

4. When Plaintiff attempted to document these issues and exercise his First Amendment rights by registering the domain beggars.ai and preparing a critical, non-commercial website, Defendant responded by filing a UDRP complaint with the World Intellectual Property Organization (“WIPO”), seeking transfer of the domain. The WIPO panel ruled in Defendant’s favor.

5. Plaintiff promptly filed this action in the District of Arizona—the district in which the registrar for beggars.ai is located—to protect his rights under the federal Anti-Cybersquatting Consumer Protection Act (“ACPA”), 15 U.S.C. § 1125(d), the Lanham Act, 15 U.S.C. § 1125, and the First Amendment, and to seek declaratory relief, injunctive relief, and damages for Defendant’s

contractual breaches, conflicted legal representation, unauthorized licensing of his music, and related misconduct.

6. Plaintiff seeks a declaration that his registration and use of beggars.ai is lawful and protected speech; an order preventing transfer of the domain to Defendant; damages and equitable relief for Defendant's breaches of the recording contract; and remedies to address the harm caused by Defendant's misconduct, including:

(a) Defendant's use of a conflicted legal relationship with Plaintiff's counsel to secure the Recording Contract and to approve synchronization licenses without Plaintiff's informed consent;

(b) Defendant's issuance of a late termination letter regarding the option period that was not timely disclosed to Plaintiff;

(c) Defendant's unauthorized or undisclosed HBO synchronization license ("HBO License") for Plaintiff's song, obtained through Plaintiff's conflicted counsel;

(d) Defendant's interference with Plaintiff's artistic expression by pressuring changes to lyrics about his grandmother's death from cancer based on commercial rather than artistic concerns; and

(e) systematic underpayment and exploitation of Plaintiff's catalog for over a decade.

7. Plaintiff seeks declaratory and injunctive relief to preserve his First Amendment right to operate beggars.ai, damages for Defendant's breaches, equitable remedies such as rescission or partial rescission of Defendant's music licensing rights under the recording contract due to the conflict of interest that tainted its formation and performance, a full accounting, and restitution of unjust benefits retained by Defendant.

JURISDICTION AND VENUE

8. This Court has subject-matter jurisdiction under 28 U.S.C. § 1331 because this action arises under the Lanham Act, 15 U.S.C. § 1125, the Anti-Cybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d), and the Declaratory Judgment Act, 28 U.S.C. §§ 2201–2202. The case also arises from Defendant's attempt to enforce a UDRP decision affecting a domain name registered with a registrar located in this District.

9. This Court has jurisdiction under 15 U.S.C. § 1121 and 28 U.S.C. § 1338 because the action involves trademarks, unfair competition, and related claims under federal law.

10. This Court has supplemental jurisdiction over Plaintiff's state-law claims under 28 U.S.C. § 1367 because they are so related to the federal claims that they form part of the same case or controversy within the meaning of Article III of the U.S. Constitution.

11. Venue is proper in this Court under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this District, including the registration of the beggars.ai domain with a registrar headquartered in Phoenix, Arizona, and Defendant's use of the UDRP to seek transfer of that domain.

12. Venue is also proper under 15 U.S.C. § 1125(d)(2)(A) because this action challenges the implementation of a UDRP decision ordering transfer of the beggars.ai domain registered with a

registrar located in this District.

PARTIES

13. Plaintiff Matthew Jordan Hemerlein (“Plaintiff”) is a recording artist, composer, and musician who performs under the professional name “Lo-Fang.” He is a citizen of the United States.

14. Defendant Beggars Group Limited (“Defendant” or “Beggars”) is a United Kingdom company that owns and operates the record label 4AD Limited (“4AD”), among other labels. Defendant does business in the United States, including in Arizona, through its distribution of music, licensing of recordings, and related activities.

15. At all relevant times, Defendant acted through its agents, officers, employees, attorneys, and representatives, including but not limited to personnel at 4AD, its A&R representatives, and its outside and in-house counsel.

FACTUAL ALLEGATIONS

A. Plaintiff’s Background and Relationship with Defendant

16. Plaintiff is an accomplished recording artist and composer who has released multiple albums, toured internationally, and licensed his music for film, television, and other media.

17. In or around 2013, Plaintiff attracted the attention of 4AD, a record label owned and controlled by Defendant, which sought to sign Plaintiff to an exclusive recording agreement (the “Recording Contract” or “Exclusive Recording Agreement”).

18. At the time, Plaintiff was living in Los Angeles, California, and was in a vulnerable personal and financial position. He had recently experienced an “awful break up,” moved out of his residence, and was facing a housing crisis.

19. Plaintiff relied on the advice of attorney Gillian R. Bar, then a partner at the law firm Carroll, Guido & Groffman, LLP (“CGG”), to negotiate and review the Recording Contract on his behalf.

20. Plaintiff did not know, and Ms. Bar did not disclose, that another partner at CGG, Elliot Groffman, concurrently represented Defendant, including with respect to recording agreements for other artists.

21. Defendant knew or should have known that Plaintiff was represented by counsel at CGG and that its own long-time counsel worked at the same firm. Defendant did not take reasonable steps to ensure that Plaintiff received conflict-free advice or to confirm that Plaintiff had been informed of the conflict.

B. The Exclusive Recording Agreement and Plaintiff’s Vulnerable Position

22. On August 9, 2013, Plaintiff and 4AD entered into an Exclusive Recording Agreement (the “Recording Contract”), which granted 4AD exclusive rights to Plaintiff’s recording services and recordings for an initial period and potential option periods. A true and correct copy of the Recording Contract is attached as Exhibit A.

23. The Recording Contract was a complex, multi-page document drafted by or on behalf of

Defendant and its affiliates. Plaintiff reasonably relied on Ms. Bar's advice and representation in evaluating and executing the contract.

24. The Recording Contract included provisions granting Defendant options for additional contract periods, provisions regarding advances, royalty rates, synchronization licensing, and other material terms.

25. At the time of contracting, Plaintiff was not represented by independent, conflict-free counsel. He relied on Ms. Bar, who worked at the same firm as Defendant's long-time counsel, Elliot Groffman. Plaintiff was not told that Mr. Groffman represented Defendant or that CGG's representation of both parties created a conflict.

26. Plaintiff was also experiencing serious personal and financial strain due to his housing crisis and recent breakup. These circumstances increased his vulnerability and reliance on counsel.

27. Plaintiff now alleges that the Recording Contract was tainted by this undisclosed conflict of interest, and that Defendant knowingly benefitted from a situation in which Plaintiff's counsel was not fully independent or adversarial.

C. The May 2013 Email Exchanges and Plaintiff's Housing Crisis

28. Prior to execution of the Recording Contract, on May 21, 2013, Defendant's A&R representative, Ben Gaffin, and others discussed the need to finalize the contract. On May 23, 2013, Ms. Bar sent Plaintiff an email stating: "Why the radio silence? All ok? Ben Gaffin says that we need to finalize t...shortly before execution of the contract, Plaintiff wrote to Ms. Bar late at night stating: "hey gillian..what's your cell number can we speak tonight? I just went through an awful break up and moved out..I'm good now can you call me?" (Exhibit B.)

29. In this email, Plaintiff disclosed that he had recently experienced an "awful break up" and had moved out, indicating that he was in emotional and housing turmoil. The email chain from May 21–24, 2013 reflects that Plaintiff was under pressure to sign quickly to secure a fall release and advance funds, and that he was relying on Ms. Bar to protect his interests. (Exhibit B.)

30. Plaintiff's reference to an "awful break up" understated the severity of his situation. At the time, Plaintiff was renting a room from a person with whom he was romantically involved, who was also demanding recognition as an "executive producer" on his album as a condition of his continued housing. When the relationship deteriorated, Plaintiff was forced to move out abruptly, losing both housing and stability.

31. Defendant, through its personnel, was aware that Plaintiff was in a precarious position and used the urgency of its release schedule to exert pressure to finalize the Recording Contract.

32. Plaintiff now alleges that this combination of personal vulnerability, pressure to sign quickly, and undisclosed conflicts at CGG undermined the fairness of the Recording Contract and contributed to subsequent breaches and exploitation.

D. The Option Period and Late Termination Letter

33. The Recording Contract provided Defendant with an option to extend the contract into a Second Period, subject to specified deadlines and conditions. Defendant was required to exercise this option within a defined time after delivery of certain recordings or by a particular date.

34. Defendant failed to exercise its option for the Second Period within the contractually required time. Under the terms of the Recording Contract, failure to timely exercise the option resulted in the expiration of the option and the end of the exclusive contract term.

35. On November 25, 2014, more than a month after the option deadline had passed, 4AD issued a letter “By Registered Post” addressed to “Matthew Hemmerlein PKA ‘Lo-Fang’ c/o Carroll, Guido & Groffman, LLP,” purporting to notify Plaintiff that 4AD had “decided not to exercise its option in respect of the Second Period” and would not be proceeding further with the agreement. This letter (the “Late Termination Letter”) was sent to CGG, not directly to Plaintiff. (Exhibit C.)

36. Plaintiff never received the Late Termination Letter at the time. It was not forwarded or explained to him by Ms. Bar. Plaintiff continued to perform under the belief that the Recording Contract remained in effect and that Defendant would honor its obligations, including advances and promotion.

37. The Late Termination Letter demonstrates that Defendant missed its contractual option deadline and belatedly attempted to document its decision not to proceed with the Second Period. The letter also shows that Defendant relied on Plaintiff’s conflicted counsel as the primary conduit for critical contractual notices, rather than communicating directly with Plaintiff.

38. Plaintiff alleges that Defendant’s failure to timely exercise the option, coupled with the Late Termination Letter, constitutes a material breach of the Recording Contract and undermines Defendant’s ability to enforce ongoing exclusive rights in Plaintiff’s recordings.

E. The December 2014 Emails and Concealment of the Late Termination Letter

39. In early December 2014, email correspondence between Plaintiff, Ms. Bar, and Defendant’s representatives referenced the Late Termination Letter and Plaintiff’s ongoing work. In a December 3–4, 2014 email chain, 4AD’s Simon Halliday wrote to Plaintiff: “I had Rupert do a formal letter to you to clarify that we weren’t exercising the option,” and acknowledged that this letter had been sent “last week” to Ms. Bar. (Exhibit D.)

40. In the same email chain, Plaintiff expressed confusion about the status of the contract and his obligations. He wrote: “I’m just confused how I’m supposed to be making a record without a contract and without support.” Plaintiff had not been shown or told about the Late Termination Letter at that time.

41. In response, Ms. Bar admitted that she had received the Late Termination Letter but had not forwarded it to Plaintiff. She wrote: “I am mortified to discover that I somehow failed to forward Matthew this letter when we received it. I am so sorry.” (Exhibit D.)

42. Plaintiff alleges that this failure to disclose the Late Termination Letter was not a mere oversight but part of a pattern in which Ms. Bar’s actions, whether intentional or negligent, consistently favored Defendant’s interests. By withholding critical information about the contract’s status, Ms. Bar prevented Plaintiff from understanding his rights and options.

43. Plaintiff further alleges that Defendant benefitted from and exploited this situation by treating Plaintiff as if he remained bound to the Recording Contract, leveraging his continued performance and catalog while avoiding its own obligations.

F. The HBO Synchronization License and Conflicted Counsel

44. During the term of the Recording Contract, Defendant, through 4AD, secured a synchronization license with HBO for the use of one of Plaintiff's songs (the "HBO License"), believed to be for the television series "The Leftovers" or a similar production.

45. Plaintiff alleges that this HBO License was approved by Ms. Bar and/or other representatives at CGG without Plaintiff's informed consent. Plaintiff was not provided with the full terms of the license, was not given an opportunity to meaningfully negotiate, and did not receive a transparent explanation of the fees, scope, or duration of the license. (Exhibits E and F.)

46. In a later email chain, Plaintiff questioned the legality and fairness of these approvals. He asked whether he should have had "100% approval" over such uses and whether the handling of the HBO License was "illegal" or improper. Defendant and Ms. Bar did not provide a clear or satisfactory answer. (Exhibit G.)

47. Plaintiff now alleges that the HBO License was obtained and approved in a manner that violated his rights under the Recording Contract, breached fiduciary duties owed by his counsel, and constituted an unauthorized exploitation of his work.

G. The Conflict of Interest at CGG and Its Impact

48. Throughout this period, Plaintiff remained unaware that CGG, through partner Elliot Groffman, represented Defendant and/or its affiliates in other artist recording agreements and industry matters. Publicly available biographies and industry information identify Beggars Group and its labels as clients of Mr. Groffman and CGG. (Exhibit I.)

49. Plaintiff alleges that this concurrent representation created a conflict of interest that should have been disclosed to him in writing, along with a clear explanation of the risks and alternatives, including the option to obtain truly independent counsel.

50. Plaintiff further alleges that Defendant knew or should have known that its long-time counsel was at the same firm as Plaintiff's counsel, and that Plaintiff was likely not fully informed of this conflict.

51. The conflict of interest tainted the negotiation, execution, and performance of the Recording Contract, including Ms. Bar's handling of the Late Termination Letter, the HBO License, and other matters.

52. On May 23, 2013, Ms. Bar sent Plaintiff an email stating: "Why the radio silence? All ok? Ben Gaffin says that we need to finalize this week in order to make a fall release..." (Exhibit B.)

53. On May 24, 2013, shortly before execution of the contract, Plaintiff wrote to Ms. Bar late at night stating: "hey gillian..what's your cell number can we speak tonight? I just went through an awful break up and moved out..I'm good now can you call me?" (Exhibit B.)

53A. Plaintiff's reference to an "awful break up" understated the severity of his situation. At the time, Plaintiff was renting a room from a person with whom he was romantically involved, who was also demanding recognition as an "executive producer" on his album as a condition of his continued housing. When the relationship deteriorated, Plaintiff lost both housing and stability. Plaintiff's email to Ms. Bar reflects that he was reaching out for help at a moment of acute distress, seeking guidance from counsel he believed was solely focused on his interests. In reality, Ms. Bar's firm simultaneously represented Defendant, and the pressure to finalize the deal "this week" served Defendant's timeline rather than Plaintiff's best interests.

54. Plaintiff alleges that the conflict of interest at CGG, combined with his personal vulnerability and the pressure exerted by Defendant's representatives, led to a Recording Contract that was fundamentally unfair and that set the stage for subsequent breaches and exploitation.

55. Plaintiff further alleges that the conflict continued to influence Ms. Bar's conduct throughout the relationship, including her failure to disclose the Late Termination Letter, her approval of synchronization licenses such as the HBO License without full transparency, and her reassurances that Defendant was "paying you more than they have to" even as royalty statements remained opaque and confusing.

H. The July 2017 Email and Streaming Royalties

56. On July 19, 2017, Ms. Bar sent Plaintiff an email stating that Defendant was "paying you more than they have to" in connection with streaming royalties. (Exhibit G.)

57. Plaintiff understood this statement to mean that Defendant was voluntarily paying him at a higher rate than required under the contract, and that he therefore had no grounds to question the royalty calculations.

57A. Upon information and belief, the pattern of coordination between Ms. Bar and Defendant, combined with Mr. Groffman's simultaneous representation of Defendant while Ms. Bar purportedly represented Plaintiff, shows that Ms. Bar and Defendant's counsel were not operating at arm's length as adversaries in contract negotiations, but were instead aligning their conduct to advance Defendant's interests. This pattern is reflected in: (a) Mr. Groffman being copied on contract-negotiation emails; (b) Defendant sending the Late Termination Letter to Ms. Bar rather than to Plaintiff directly; (c) Ms. Bar withholding that letter from Plaintiff; (d) Ms. Bar approving synchronization licenses that benefited Defendant without Plaintiff's knowledge; (e) Ms. Bar pressuring Plaintiff to sign on Defendant's timeline; and (f) Ms. Bar's consistent failure to advise Plaintiff of his rights or Defendant's breaches throughout the contractual relationship.

58. Plaintiff now believes that this statement was misleading and that Defendant may have been underpaying or misallocating streaming royalties, particularly in light of the broader pattern of conflicts and concealment.

59. Plaintiff alleges that Defendant's royalty statements, including a royalty statement for the period ending June 30, 2025, show ongoing exploitation of his catalog, excessive reserves, and unexplained "Other income" entries that obscure the true value of his works. (Exhibit K.)

I. The Cancer Lyric and Interference with Artistic Expression

60. During the recording of one of Plaintiff's songs, tentatively titled "#88 (You're the One That I Want)" or a similar working title, Plaintiff wrote lyrics referencing his grandmother's death from cancer.

61. These lyrics were deeply personal and reflected Plaintiff's grief and emotional experience. They were written to honor his grandmother and to process her illness and passing.

62. Defendant and its representatives, including A&R personnel and producer Francois Tetaz, pressured Plaintiff to change or remove these cancer-related lyrics based on concerns about commercial radio and marketability, rather than artistic merit.

63. In an August 1, 2013 email chain, 4AD's Ben Gaffin wrote to Plaintiff: "I think the cancer lyric might be a bit much for radio," or words to that effect, and suggested that Plaintiff consider changing it. Producer Francois Tetaz echoed these concerns, and Defendant's team emphasized radio play and commercial viability over Plaintiff's artistic intent. (Exhibit H.)

64. Plaintiff felt that these requests were not mere suggestions but were functionally non-negotiable demands tied to Defendant's control over the project, particularly given his vulnerable housing and financial situation and his reliance on Defendant and Ms. Bar.

65. Plaintiff understood that refusing to comply with these pressures could jeopardize the release of his album, his relationship with Defendant, and his ability to stabilize his housing situation.

66. Plaintiff ultimately modified the lyrics under pressure, sacrificing his artistic vision and the personal meaning of the song to appease Defendant's commercial concerns.

67. Plaintiff alleges that this interference with his lyrics, particularly those referencing his grandmother's death from cancer, constituted a wrongful intrusion into his artistic expression and violated his reasonable expectations regarding creative control under the Recording Contract.

68. Plaintiff further alleges that Defendant's conduct in this regard is part of a broader pattern of prioritizing commercial interests over Plaintiff's contractual rights and artistic integrity.

69. Plaintiff's experience with the cancer lyric is emblematic of the power imbalance inherent in the relationship, in which Defendant used its leverage, including control over advances, marketing, and housing-related dependencies, to dictate creative decisions.

70. Plaintiff's distress over this interference was compounded by his ongoing housing crisis and his reliance on a conflicted lawyer who did not fully advocate for his artistic rights.

71. Plaintiff now seeks to have this interference recognized as part of the broader course of conduct that justifies rescission or reformation of the Recording Contract and supports his claims for damages and equitable relief.

J. Further Details Regarding the Cancer Lyric Incident

72. In a specific August 1, 2013 email, 4AD's A&R representative wrote words to the effect of: "that cancer line feels heavy for radio" and suggested alternative phrasing that would soften or remove direct reference to cancer. Plaintiff was told that radio programmers might find explicit reference to cancer "too heavy" or "off-putting" for commercial playlists. (Exhibit H.)

73. Producer Francois Tetaz and others in Defendant's orbit reinforced these concerns, focusing on how the lyric might affect radio play and chart performance rather than engaging with Plaintiff's artistic reasons for including the reference to his grandmother's death.

74. Plaintiff attempted to explain that the lyric was not gratuitous but was rooted in his lived experience. He believed that confronting the reality of cancer in the song was an important part of its emotional arc and his broader artistic narrative.

75. Nonetheless, the pressure persisted. Plaintiff understood that his ability to secure a fall release, receive promotional support, and stabilize his career depended on Defendant's approval of the final master and track list. In this context, the "suggestions" were not experienced as optional feedback but as conditions tied to Defendant's control of the project.

75A. Viewed in isolation, Defendant's request that Plaintiff reconsider lyrics referencing his grandmother's death from cancer might be characterized as ordinary artist-and-repertoire feedback. However, viewed in the context of (a) Plaintiff's contemporaneous housing crisis; (b) Plaintiff's reliance on counsel with undisclosed conflicts of interest; (c) the commercial rather than artistic nature of the concerns expressed; (d) Defendant's subsequent pattern of breaches including the HBO License and option deadline concealment; and (e) the overall power imbalance between Plaintiff and Defendant, the pressure to alter the cancer lyric was an unreasonable and harmful interference with Plaintiff's artistic expression.

76. Plaintiff ultimately changed the lyric, but has never been comfortable with the compromise. He felt that the song no longer fully reflected his truth or his grandmother's story.

77. Plaintiff alleges that this incident caused him lasting emotional harm and contributed to a sense of alienation from his own work.

78. Plaintiff further alleges that this interference is relevant to the Court's evaluation of Defendant's conduct and supports his request for rescission, reformation, and damages.

78A. Plaintiff also alleges that Defendant's pressure regarding the cancer lyric exemplifies a broader pattern in which Defendant systematically prioritized its commercial interests over Plaintiff's contractual rights and reasonable expectations regarding artistic expression and creative control. Defendant's conduct in this instance cannot be understood solely as routine A&R feedback, but must be viewed in light of the surrounding circumstances: Plaintiff's financial and housing precarity; his reliance on conflicted counsel; Defendant's control over the album's release, marketing, and future options; and the subsequent breaches related to the HBO License and option deadline. In this context, the pressure to alter the cancer lyric was not a neutral suggestion but a coercive demand that exploited Plaintiff's vulnerability and compromised the integrity of his work.

K. Discovery of the Conflict and Defendant's Misconduct

79. For years, Plaintiff did not fully understand the extent of the conflict of interest at CGG or the implications of the Late Termination Letter, the HBO License, and the royalty issues.

80. Plaintiff trusted that Ms. Bar and CGG had acted in his best interests and that Defendant had complied with its contractual obligations.

81. In or around 2023–2024, Plaintiff began to re-examine his contractual history and discovered public information indicating that CGG, through Elliot Groffman, had long represented Defendant and its labels.

82. Plaintiff also discovered or obtained copies of the Late Termination Letter, the December 2014 emails, and other documents revealing that Defendant had missed the option deadline, sent a late termination notice to CGG, and continued to exploit his catalog without clearly resolving the status of the Recording Contract. He further discovered communications relating to the HBO License and began to question the legality and fairness of that arrangement.

83. Plaintiff came to believe that Ms. Bar's July 19, 2017 statement that Defendant was "paying you more than they have to" regarding streaming royalties was inconsistent with the opaque and confusing nature of the royalty statements he received and the broader pattern of underpayment and exploitation.

84. Plaintiff alleges that he could not reasonably have discovered the full extent of the conflict of interest, the implications of the Late Termination Letter, and the HBO License earlier due to the concealment by Ms. Bar and Defendant's failure to communicate directly and transparently with him.

85. Plaintiff further alleges that Defendant's misconduct was self-concealing and that he exercised reasonable diligence once he became aware of the issues.

L. Tolling and the Discovery Rule

86. Plaintiff's claims related to the Recording Contract, the conflict of interest, the Late Termination Letter, the HBO License, and royalty underpayments are subject to equitable tolling and the discovery rule because he did not and could not reasonably have discovered the full extent of the wrongdoing until 2023–2024.

87. Defendant's use of Plaintiff's conflicted counsel to send the Late Termination Letter, its failure to communicate directly with Plaintiff about the contract's status, and the opaque nature of the royalty statements contributed to the concealment of the breaches and wrongdoing.

88. Plaintiff acted diligently once he became aware of the issues, including by reviewing documents, seeking legal advice, and ultimately bringing this action.

89. Plaintiff alleges that any applicable limitations periods were tolled until he discovered the conflict, the Late Termination Letter, the HBO License issues, and the extent of the royalty underpayments.

90. Equitable tolling and the discovery rule therefore apply to Plaintiff's contract-based and equitable claims, and his claims are timely.

I. The WIPO UDRP Proceeding and beggars.ai

91. In 2024, after learning more about Defendant's conduct and the conflict of interest, Plaintiff registered the domain beggars.ai with Namecheap, Inc., an ICANN-accredited registrar headquartered in Phoenix, Arizona.

92. Plaintiff intended beggars.ai as a non-commercial, critical website documenting his experiences with Defendant, analyzing contract clauses, and discussing industry-wide issues affecting artists. 92A. As part of his artistic and documentary project addressing the matters alleged in this Complaint, Plaintiff wrote, recorded, and released a short musical work titled "Beggars.AI (Soundtrack)" on or about September 26, 2025 on Spotify and other streaming platforms. Plaintiff created the work in roughly an hour as a therapeutic exercise to maintain focus and clarity while preparing a WIPO filing concerning the beggars.ai domain. The work uses distinct "beggars.ai" branding to identify it as Plaintiff's independent commentary project, not as a release affiliated with or endorsed by Defendant. As of the filing of this Amended Complaint, the track has generated approximately 4,149 all-time streams. Publicly available information indicates that Spotify typically pays artists between approximately \$0.003 and \$0.005 per stream on average, before any distributor or rights-holder splits, meaning that "Beggars.AI (Soundtrack)" has generated, at most, gross royalties in the low tens of dollars and operates at a net loss when accounting for production and distribution costs. The work has not been supported by any advertising campaign or paid promotion and serves solely as part of Plaintiff's First Amendment-protected artistic commentary on Defendant's conduct and the issues documented at

beggars.ai.

93. Plaintiff's planned use of beggars.ai included detailed commentary on the Recording Contract, the missed option deadline, the HBO License, the cancer lyric, and the conflict of interest at his law firm.

94. Defendant responded by filing a complaint under the UDRP with WIPO, asserting that Plaintiff's registration and planned use of beggars.ai violated its trademark rights.

95. On October 8, 2024, a WIPO panel issued a decision ordering that beggars.ai be transferred to Defendant. The decision was based on an incomplete and one-sided presentation of facts and did not adequately consid

96. Plaintiff alleges that the WIPO decision is not binding on this Court and that the Court has authority under the ACPA and the Lanham Act to declare his registration and use of beggars.ai lawful and to prevent transfer of the domain.

97. Following the WIPO decision, Plaintiff filed this action in the District of Arizona to protect his rights and to prevent Defendant from using the UDRP as a tool to silence his speech.

98. On November 7, 2025, Namecheap, Inc. informed Plaintiff by email that implementation of the WIPO panel's decision had been suspended and that "no actions will be taken against the disputed domain until the lawsuit is complete." (Exhibit J.)

99. On November 11, 2025, Namecheap further confirmed that the domain beggars.ai would remain active and under Plaintiff's control pending the outcome of this case. (Exhibit J.)

100. Plaintiff alleges that Defendant's attempt to seize beggars.ai through the UDRP and its continued pursuit of transfer despite this lawsuit constitute wrongful attempts to interfere with his First Amendment rights and to suppress critical speech.

FIRST CLAIM FOR RELIEF

(Declaratory Judgment – Lawful Use of Domain and Non-Violation of ACPA)
(Against Defendant Beggars Group Limited)

101. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 100.

102. An actual, present, and justiciable controversy exists between Plaintiff and Defendant regarding Plaintiff's registration and use of the domain beggars.ai.

103. Plaintiff contends that his registration and use of beggars.ai is lawful, non-commercial, and protected by the First Amendment. Defendant contends, or has contended in the WIPO proceeding, that Plaintiff's registration and use of beggars.ai violates its trademark rights and the ACPA.

104. Plaintiff seeks a declaration under 28 U.S.C. §§ 2201–2202 that his registration and use of beggars.ai does not violate the ACPA, the Lanham Act, or any other applicable law, and that he is entitled to retain the domain.

105. Plaintiff's use of beggars.ai is for purposes of commentary, criticism, and discussion of Defendant's conduct, contracts, and industry practices, and is therefore protected speech.

106. Plaintiff does not use beggars.ai to sell competing goods or services or to impersonate Defendant. Instead, he uses it to identify a critical, documentary project focused on his experience with Defendant.

107. Plaintiff's registration and use of beggars.ai is not "cybersquatting" within the meaning of the ACPA, and Defendant's attempt to characterize it as such is an attempt to silence criticism.

108. Plaintiff is entitled to a declaration that his registration and use of beggars.ai is lawful and that the domain should not be transferred to Defendant.

SECOND CLAIM FOR RELIEF

(Breach of Contract)

(Against Defendant Beggars Group Limited)

109. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 108.

110. The Recording Contract is a valid and enforceable contract between Plaintiff and 4AD, an affiliate of Defendant.

111. Defendant, through 4AD and its agents, breached the Recording Contract in multiple ways, including but not limited to:

(a) failing to timely exercise the option for the Second Period within the contractually prescribed deadline;

(b) issuing the Late Termination Letter only after the option deadline had passed;

(c) failing to clearly and transparently communicate the status of the contract to Plaintiff;

(d) exploiting Plaintiff's recordings and licenses, including the HBO License, without providing full and accurate information or obtaining Plaintiff's informed consent; and

(e) failing to pay royalties in accordance with the contract, including through the use of excessive reserves, unexplained "Other income" deductions, and opaque reporting practices.

112. As a direct and proximate result of Defendant's breaches, Plaintiff has suffered damages, including lost income, lost opportunities, emotional distress, and harm to his career and artistic reputation.

113. Plaintiff is entitled to recover damages for Defendant's breaches, along with pre-judgment interest and any other relief the Court deems appropriate.

THIRD CLAIM FOR RELIEF

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

(Against Defendant Beggars Group Limited)

114. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 113.

115. The Recording Contract contained an implied covenant of good faith and fair dealing, which required Defendant to act honestly and fairly and to refrain from actions that would deprive Plaintiff of the benefits of the contract.

116. Defendant breached this implied covenant by, among other things:

- (a) exploiting Plaintiff's vulnerable position and conflicted counsel during contract negotiations;
- (b) sending the Late Termination Letter to CGG without ensuring that Plaintiff was informed;
- (c) approving the HBO License and other synchronization uses without full disclosure or Plaintiff's informed consent;
- (d) interfering with Plaintiff's artistic expression by pressuring changes to the cancer lyric based on commercial concerns; and
- (e) providing opaque and confusing royalty statements that hindered Plaintiff's ability to verify payments.

117. Defendant's conduct was inconsistent with the spirit and purpose of the Recording Contract and deprived Plaintiff of the benefits he reasonably expected.

118. As a direct and proximate result of Defendant's breach of the implied covenant, Plaintiff has suffered damages and is entitled to relief.

FOURTH CLAIM FOR RELIEF

(Equitable Relief – Rescission, Reformation, and Accounting)

(Against Defendant Beggars Group Limited)

119. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 118.

120. Plaintiff seeks equitable relief, including rescission or partial rescission of the Recording Contract and related licenses, reformation of the contract to reflect the parties' true intentions, and a full accounting of all monies received and paid in connection with Plaintiff's recordings.

121. The conflict of interest at CGG, Defendant's failure to ensure that Plaintiff had independent counsel, and the concealment of critical information, including the Late Termination Letter and the HBO License, render the Recording Contract and its performance fundamentally unfair.

122. Plaintiff alleges that he would not have entered into the Recording Contract on the same terms had he been fully informed of the conflict of interest and the risks involved.

123. Plaintiff seeks a full accounting of all royalties, advances, fees, and other monies related to his recordings, including but not limited to streaming income, synchronization fees, and "Other income" entries on royalty statements.

124. Plaintiff further seeks equitable relief to unwind or limit Defendant's rights where those rights were obtained or exercised through breaches of duty and bad faith.

FIFTH CLAIM FOR RELIEF

(Declaratory Relief – Conflict of Interest and Attorney Misconduct)

(Against Defendant Beggars Group Limited)

125. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 124.

126. An actual, present, and justiciable controversy exists regarding the impact of the conflict of

interest at CGG, the conduct of Ms. Bar, and Defendant's knowledge and exploitation of that conflict.

127. Plaintiff contends that the conflict of interest and related attorney misconduct tainted the Recording Contract and Defendant's subsequent dealings, and that Defendant should not be permitted to rely on the contract as if it were the product of arms-length, conflict-free negotiations.

128. Plaintiff seeks a declaration that:

(a) CGG's concurrent representation of Plaintiff and Defendant created a conflict of interest that should have been disclosed to Plaintiff in writing;

(b) Defendant knew or should have known of this conflict and benefitted from it; and

(c) the conflict and related misconduct justify rescission, reformation, and other equitable relief.

SIXTH CLAIM FOR RELIEF

(Injunctive Relief – Preservation of beggars.ai and Protection of Speech)
(Against Defendant Beggars Group Limited)

129. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 128.

130. Plaintiff contends that his registration and use of beggars.ai is lawful, non-commercial, nominative fair use, protected by the Lanham Act's safe harbors and the First Amendment, and does not violate ACPA. Plaintiff's use of "beggars" in the domain name and in related artistic works (including the musical work "Beggars.AI (Soundtrack)") is solely for purposes of commentary, criticism, and artistic expression about Defendant's conduct. These uses are protected speech under the First Amendment and qualify as fair use under the Lanham Act because: (a) they serve a transformative purpose (criticism and commentary); (b) they are non-commercial (operating at a net loss with no marketing or promotional activity); (c) they use distinct branding to avoid confusion; and (d) they address matters of public concern regarding artist rights and music industry practices.

131. Defendant's attempt to seize beggars.ai through the UDRP and to enforce the WIPO decision threatens to irreparably harm Plaintiff's First Amendment rights and to silence critical speech.

132. Plaintiff has no adequate remedy at law for the loss of his domain and the suppression of his speech.

133. Plaintiff is entitled to injunctive relief preventing Defendant from taking any action to transfer, cancel, or otherwise interfere with his registration and use of beggars.ai.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in his favor and against Defendant, and grant the following relief:

1. A declaration that Plaintiff's registration and use of beggars.ai is lawful and does not violate the ACPA, the Lanham Act, or any other applicable law;
2. An order directing that the beggars.ai domain shall remain registered to Plaintiff and shall not be

transferred to Defendant;

3. An injunction prohibiting Defendant from taking any action to interfere with Plaintiff's registration and use of beggars.ai, including enforcement of the WIPO UDRP decision;
4. A declaration that Plaintiff's use of beggars.ai and related branding (including in artistic works such as the musical work "Beggars.AI (Soundtrack)") is protected speech under the First Amendment and constitutes fair use under the Lanham Act;
5. Damages for Defendant's breaches of the Recording Contract, in an amount to be proven at trial;
6. Damages for Defendant's breach of the implied covenant of good faith and fair dealing;
7. Equitable relief, including rescission or partial rescission of the Recording Contract and related licenses, reformation of unfair provisions, and a full accounting of all monies received and paid in connection with Plaintiff's recordings;
8. Restitution and disgorgement of unjust benefits obtained by Defendant through its breaches, conflicted dealings, and unauthorized exploitation of Plaintiff's works;
9. Pre-judgment and post-judgment interest at the maximum rate allowed by law;
10. An award of Plaintiff's costs and expenses, including reasonable attorneys' fees to the extent permitted by law; and
11. Such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: November 20, 2025

Respectfully submitted,

/s/ Matthew Jordan Hemerlein
Lo-Fang (Matthew Jordan Hemerlein)

[REDACTED]
[REDACTED]@il

Portugal

Email: [REDACTED]

Phone: [REDACTED]

Plaintiff, pro se

EXHIBIT LIST

Exhibit A – Exclusive Recording Agreement dated August 9, 2013, between Plaintiff and 4AD Limited, granting 4AD exclusive recording rights and setting forth the terms of the relationship.

Exhibit B – Email chain dated May 21–24, 2013, between Plaintiff and Gillian R. Bar regarding contract terms, scheduling, and Plaintiff's disclosure of his "awful break up" and move.

Exhibit C – Letter dated November 25, 2014, from 4AD to “Matthew Hemmerlein PKA ‘Lo-Fang’ c/o Carroll, Guido & Groffman, LLP,” stating that 4AD had decided not to exercise its option in respect of the Second Period and would not be proceeding further with the agreement.

Exhibit D – Email chain dated December 3–4, 2014, between Plaintiff, Gillian R. Bar, and Defendant’s representatives, referencing the Late Termination Letter, Plaintiff’s confusion about the contract’s status, and Ms. Bar’s admission that she failed to forward the letter to Plaintiff.

Exhibit E – Email correspondence between Plaintiff and Gillian R. Bar regarding the HBO License, Plaintiff’s questions about approval rights and legality, and Ms. Bar’s responses.

Exhibit F – Documentation relating to the HBO synchronization license, including evidence that Ms. Bar and/or CGG approved the license on Plaintiff’s behalf without full disclosure or informed consent.

Exhibit G – Email dated July 19, 2017, from Gillian R. Bar to Plaintiff stating that Defendant was “paying you more than they have to” regarding streaming royalties, along with related documents.

Exhibit H – Email chain dated August 1, 2013, regarding the “#88 (You’re the One That I Want)” cancer lyric, including comments from Ben Gaffin, Simon Halliday, and Francois Tetaz about the suitability of the lyric for radio and suggested changes.

Exhibit I – Public professional biography or profile of attorney Elliot Groffman identifying Beggars Group and/or its labels as clients.

Exhibit J – Email correspondence dated November 7 and November 11, 2025, from Namecheap, Inc.’s Legal & Compliance Team, confirming suspension of the WIPO panel’s decision regarding beggars.ai and stating that no actions will be taken against the disputed domain until this lawsuit is complete, and that beggars.ai will remain active and under Plaintiff’s control pending resolution of Case No. CV25-04132-PHX-MTL.

Exhibit K – Royalty statement for period ending June 30, 2025 (Artist Contract LOFANG_0001), showing ongoing exploitation of Plaintiff’s recordings and the application of reserves, deductions, and “Other income.”

CERTIFICATE OF SERVICE

I hereby certify that on November 20, 2025, I filed the foregoing First Amended Complaint and accompanying exhibits with the Clerk of the Court using the CM/ECF system, which will send notice of such filing to all counsel of record registered to receive electronic filings in this case. If additional service is required by rule or order of the Court, I will promptly effect such service and file proof of service.