



# UNDERTAKING TO THE COURT AND TO PLAINTIFF

Case No. CV-25-04132-PHX-MTL

United States District Court for the District of Arizona

**FROM:**

**Beggars Group Limited**

17-19 Alma Road

London SW18 1AA

United Kingdom

**TO:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]<sup>1</sup>

Portugal

**RE: Domain Name [beggars.ai](http://beggars.ai)**

**RECITALS:**

A. Beggars Group Limited ("**Beggars**") is the Defendant in Case No. CV-25-04132-PHX-MTL (the "**Litigation**") in the United States District Court for the District of Arizona (the "**Court**"), brought by Plaintiff Matthew Jordan Hemerlein, professionally known as "Lo-Fang" ("**Plaintiff**").

B. Following a status conference on November 12, 2025, the Court issued an order (Doc. 20) denying Plaintiff's temporary restraining order motion and establishing a preliminary injunction briefing schedule, with Plaintiff's preliminary injunction motion due November 21, 2025, and a hearing scheduled for January 6, 2026.

C. The Litigation concerns, among other matters, the domain name [www.beggars.ai](http://www.beggars.ai) (the "**Domain**"), which is the subject of WIPO UDRP Case No. DAI2025-0046 (the "**WIPO Decision**").

D. Plaintiff has indicated willingness to refrain from pursuing his preliminary injunction motion in exchange for Beggars providing this binding undertaking to the Court and to Plaintiff regarding the Domain.

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## UNDERTAKING:

**NOW THEREFORE**, in consideration of Plaintiff refraining from pursuing his preliminary injunction motion scheduled for filing on November 21, 2025, and in consideration of the mutual agreements set forth herein:

### 1. BINDING COMMITMENT

Beggars Group Limited hereby undertakes and commits to the Court and to Plaintiff that Beggars, whether acting by itself or through its directors, officers, employees, agents, or representatives, **will not**:

- (a) Seek, request, cause, support, or acquiesce in any transfer, cancellation, suspension, modification, or deletion of the Domain beggars.ai;
- (b) Seek implementation, enforcement, or execution of the WIPO Decision in Case No. DAI2025-0046;
- (c) Take any other action against the Domain beggars.ai, including but not limited to:
  - (i) Contacting, communicating with, or making demands upon the domain registrar (Namecheap, Inc.) or any registry operator regarding beggars.ai;
  - (ii) Initiating any additional UDRP proceedings or similar domain dispute proceedings concerning beggars.ai;
  - (iii) Sending cease-and-desist letters, demand letters, or similar communications regarding beggars.ai to Plaintiff or to any third party (including the registrar, registry, hosting providers, or internet service providers);
  - (iv) Filing trademark infringement claims, unfair competition claims, or similar causes of action in any jurisdiction based on Plaintiff's registration, maintenance, or non-commercial use of beggars.ai; or
  - (v) Otherwise interfering with Plaintiff's registration, control, use, or renewal of beggars.ai.

### 2. DURATION

This undertaking shall remain in full force and effect:

- (a) For the entire duration of the Litigation in Case No. CV-25-04132-PHX-MTL, including any appeals; **and**
- (b) For **thirty (30) calendar days** following:
  - (i) The entry of any final judgment in the Litigation;
  - (ii) Any dismissal of the Litigation (whether voluntary, involuntary, with prejudice, or without prejudice);
  - (iii) Any other final resolution or termination of the Litigation; **or**
- (c) Until the Court issues a final decision on the merits of Plaintiff's claims for declaratory and injunctive relief concerning beggars.ai (Count I of Plaintiff's Complaint or any amended complaint); **whichever period is longest.**

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### 3. WITHOUT PREJUDICE TO MERITS

Beggars' provision of this undertaking is **without prejudice** to all claims, defenses, and legal positions that Beggars may assert in the Litigation on the merits, and does not constitute:

- (a) An admission of liability or wrongdoing;
- (b) An admission regarding the validity, enforceability, or scope of any trademark rights;
- (c) An admission regarding the merits of any claim or defense in the Litigation;
- (d) A waiver of any defense, including but not limited to defenses based on personal jurisdiction, venue, statute of limitations, or failure to state a claim; or
- (e) Any concession regarding the ultimate ownership, control, or permissible use of beggars.ai.

### 4. PLAINTIFF'S RECIPROCAL AGREEMENT

By counter-signature below, Plaintiff agrees that:

- (a) Beggars' provision of this undertaking is without prejudice to Beggars' claims, defenses, and legal positions in the Litigation as set forth in Paragraph 3 above;
- (b) Plaintiff's acceptance of this undertaking and agreement to refrain from pursuing his preliminary injunction motion is **without prejudice** to all of Plaintiff's claims, legal positions, and requests for relief in the Litigation, including but not limited to Plaintiff's claims for declaratory judgment, permanent injunctive relief, damages, rescission, accounting, and all other relief sought in the Litigation; and
- (c) This undertaking does not limit, waive, or prejudice Plaintiff's right to seek emergency relief from the Court (including temporary restraining orders or preliminary injunctions) if Beggars breaches this undertaking or if circumstances materially change.

### 5. ENFORCEABILITY AND BREACH

Both parties acknowledge and agree that:

- (a) This undertaking is a **binding and enforceable commitment** by Beggars to the Court and to Plaintiff;
- (b) This undertaking may be enforced by the Court through its contempt powers or through any other available remedy;
- (c) Any breach of this undertaking by Beggars would cause irreparable harm to Plaintiff for which monetary damages would be inadequate, and would entitle Plaintiff to seek immediate emergency relief from the Court, including but not limited to a temporary restraining order, preliminary injunction, and/or order to show cause why Beggars should not be held in contempt;
- (d) In the event of any dispute regarding the interpretation, scope, or enforcement of this undertaking, the Court shall have exclusive jurisdiction to resolve such dispute; and
- (e) This undertaking shall be filed with the Court as part of a stipulation withdrawing Plaintiff's preliminary injunction motion, and shall become an order of the Court enforceable as such.

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**6. AUTHORITY AND REPRESENTATION**

The individual signing below on behalf of Beggars Group Limited represents and warrants that they are duly authorized by Beggars Group Limited to execute this undertaking and bind Beggars Group Limited to its terms.

**7. GOVERNING LAW AND JURISDICTION**

This undertaking shall be governed by and construed in accordance with the laws of the United States and the rules and procedures of the United States District Court for the District of Arizona. The Court shall have exclusive jurisdiction to interpret and enforce this undertaking.

**8. ENTIRE AGREEMENT**

This undertaking, together with any stipulation filed with the Court incorporating this undertaking, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements (whether written or oral) between the parties regarding the Domain and the preliminary injunction motion.

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**EXECUTION:**

**FOR BEGGARS GROUP LIMITED:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 21<sup>st</sup> November 2025

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**ACCEPTED AND AGREED BY PLAINTIFF:**

Signature: \_\_\_\_\_  
**Lo-Fang (Matthew Jordan Hemerlen)**  
Plaintiff, pro se  
Date: 21 November 2025

*LB*