

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

MATTHEW R. WALSH

19197 GOLDEN VALLEY RD #333

SANTA CLARITA, CA 91387,

Plaintiff,

vs.

DEFENDANT ELECTRONICS

166 GEARY ST. 15TH FL. #63.

SAN FRANCISCO, CALIFORNIA 94108,

Defendant

Case No.: 25CHSC00490

COMPLAINT FOR VIOLATION OF CONSUMER
PROTECTION LAWS,
RIGHT TO REPAIR,
UNFAIR COMPETITION,
FALSE ADVERTISING,
CONSUMER WARRANTY ACT
UNCONSCIONABILITY
BREACH OF IMPLIED COVENANT OF GOOD
FAITH AND FAIR DEALING

CASE BRIEF

Date

Event Summary

12/28/2020 Plaintiff reports that one Smartglove (right hand) is extremely laggy, with frame updates only every 200-300ms. Notes everything else works and confirms optimal network setup.

9/19/2021 Plaintiff reports that Smartglove material has pulled away from the sensor on second use. Requests guidance, not repair or replacement. Email was never answered.

10/13/2022 Plaintiff emails Defendant: Suit no longer powers on after high-impact scenes; asks how to replace hub.

10/14/2022 Defendant (Ilias) offers repair pricing and says repair would cost ~\$200 - \$800 depending on issue.

10/14/2022 Plaintiff says he's mid-production and purchasing a hub might be faster than sending in.

10/14/2022 Defendant (Ilias) states they do not offer the Hub component for individual sale; full suit must be sent in for repair.

10/20/2022 Plaintiff tells Defendant he's renting another system temporarily. Defendant wishes him well and offers to proceed with full suit mail in repair if needed.

3/10/2023 Plaintiff updated both suits using the new Rokoko Studio firmware; the next day, both suits failed to power on after being disconnected. One later recovered, the other remained inoperable.

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1		Plaintiff experiences repeated shoot cancellations and performance failures due to
2	3/15/2023	the one working suit becoming nonfunctional. He contacts Defendant repeatedly in
3		2023 as documented in 2025 messages.
4	6/10/2023	Plaintiff follows up with 'Hello guys please respond' after previous unanswered
5		attempts to resolve repair issue.
6	10/5/2023	Plaintiff confirms one suit recovered after bootloader issue, but the second
7		remains inoperable. Defendant again suggests cable issue.
8	10/23 - 9/24	Plaintiff "limps along" using only one suit for multiple game characters after no
9		resolution with prior repair attempts.
10	9/1/2024	Defendant declares support for Smartsuit 1 will end on 10/1
11	9/30/2024	Plaintiff requests support during the final days of the support contract, Defendant
12		declines to support with days remaining on the contract.
13	10/1/2024	Defendant stops supporting the SmartSuit 1.
14	11/19/2024	Plaintiff responds seeking parts since Defendant discontinued support.
15	11/20/2024	Defendant reaffirms original Smartsuit 1 not supported, offers \$750 discount for
16		upgrade.
17	11/21/2024	Plaintiff asks if parts can be purchased for self-repair.
18	11/22/2024	Defendant states no parts are available, Plaintiff must upgrade by purchasing
19		SmartSuit 2.
20	11/22/2024	Plaintiff invokes California Right to Repair laws requiring parts to be made available
21		for 7 years from last manufacture/sale date, asks again for parts and support.
22	11/25/2024	Defendant offers deeper discount on new suit if Plaintiff confirms original
23		order/email address.
24	11/26/2024	Plaintiff confirms and reaffirms product qualifies under California law. Defendant
25		still denies repair based on internal manufacture date, contrary to the law's spirit,
26		wording and intent. Plaintiff reasserts his rights and the law explaining the simple
27		language.
28	12/15/2024	Plaintiff says he was waiting on a response. Defendant claims no outstanding
		messages.
	12/24/2024	Plaintiff cites state law again with further verbosity and applicability, and notes
		other high-end clients in California that Defendant would not be supporting under
		refusal to follow the law.
	12/27/2024	Defendant says unit was sold before July 2021; outside scope of CA law. Offers a
		deeper discount.
	1/10/2025	Plaintiff argues Smartsuit 1 sold through 2022; therefore subject to right to repair
		protections. Demands resolution.
	2/9/2025	Defendant says they might be able to source sensors from a used suit. Defendant
		never provides these parts or mentions them again. Offers a deeper discount to
		upgrade to SmartSuit 2.

1 Plaintiff details multiple suit component failures. Previously was sold a new cable
2 2/24/2025 kit after complaining of sensor issues, with no success.

3 2/25/2025 Defendant asks for log files to assess what's needed.

4 3/10/2025 Plaintiff says he'll send logs soon; he's been in and out of the hospital.

5 3/26/2025 Plaintiff confirms Defendant already has logs from 2023. Defendant says files are
6 too old.

7 3/29/2025 Plaintiff sends updated log files. Two weeks of silence ensues.

8 4/12/2025 Plaintiff sets April 18th deadline for resolution. Says no further discussion is
9 needed past this date, threatens legal action.

10 4/15/2025 Dan (Defendant) says logs show cable issue. Immediately issues cable quote.
11 Plaintiff says this was same excuse 2 years ago, cables already purchased, did not
12 fix problem and caused major production losses.

13 4/16/2025 Defendant continues blaming cables stating "maybe they are just worn out", send
14 the complete suit in for diagnostics. Offers a deeper discount. Plaintiff declines
15 stating "you said you don't have parts to fix it and can't get them, there is no point to
16 delay the inevitable further".

17 4/17/2025 Plaintiff sends digital copy of legal complaint. Says case will be filed and will
18 proceed if demands of replacement hardware aren't met.

19 4/17/2025 Plaintiff sends final demand, cites legal protections, gives deadline, and outlines
20 litigation outcome if unresolved.

21 4/18/2025 Dan (Defendant) does not respond by the resolution deadline. Plaintiff files and
22 sends complaint, Defendant sends back an auto-responder that they will be out on
23 vacation until Wednesday April 23rd, 2025

24 4/23/2025 Plaintiff sends an additional email declaring one final date to resolve before court
25 4/25/2025, Plaintiff indicates he will no longer communicate after that date until
26 Court.

27 4/23/2025 Dan (Defendant) does not answer.

28 4/24/2025 Mikkel Lucas Overby (COO & CFO of Defendant) e-mails Plaintiff, apologizing for
what has occurred, their conduct, admits they could have done things better and
asks to set up a call to come up with an agreement. Plaintiff agrees, but says he is
unwilling to back down from product replacement as the law entails.

4/25/2025 Plaintiff calls Mikkel twice from Los Angeles during morning hours in Denmark,
Mikkel never answers his cell phone. Two voicemails are left. Mikkel also does not
respond to Plaintiff by e-mail even indicating receipt of calls or further conversation
after last contact..

4/25/2025 Plaintiff visits Defendant's social media pages and notices many users complaining
about the exact same issues: sensors failing/not working, Defendant sending wires
instead, never shipping them, delaying users, poor customer support, no parts, no
help. Including one user which Defendant follows back on social media – a
checkmark verified filmmaker.

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Plaintiff R. Walsh, *pro se*

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