

1  
2 SUPERIOR COURT OF CALIFORNIA

3 COUNTY OF LOS ANGELES

4 MATTHEW R. WALSH

Case No.: 25CHSC00490

5 19197 GOLDEN VALLEY RD #333

6 SANTA CLARITA, CA 91387,

7 Plaintiff,

8 vs.

9 ROKOKO ELECTRONICS

10 166 GEARY ST. 15TH FL. #63.

11 SAN FRANCISCO, CALIFORNIA 94108,

12 Defendant

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

13 **VENUE AND JURISDICTION**

14 Plaintiff brings the matter before this Court, as Plaintiff can demonstrate Defendant has sufficient  
15 Nexus in Los Angeles, California to establish venue and jurisdiction within this Court.

16  
17 Defendant is a:

- 18
- 19 1. Multi-national corporation with offices in Denmark, Greece and the U.S. registered as a  
20 domestic corporation and doing extensive business in California in the entertainment  
21 industry.
  - 22 2. California Corporation with an advertised principal office in San Francisco: 166 Geary  
23 St, 15th Fl. #63, San Francisco, CA 94108 (Exhibit 1). Service upon any address such as  
24 PO box, UPS store, virtual office is permissible under California Code of Civil Procedure  
25  
26

27  
28 COMPLAINT FOR VIOLATION OF CONSUMER PROTECTION LAWS,RIGHT TO REPAIR,UNFAIR  
COMPETITION,FALSE ADVERTISING,CONSUMER WARRANTY ACTUNCONSCIONABILITYBREACH  
OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING - 1

1 § 415.20.

2  
3 3. California Corporation (“Reg No. 3890148”) with a principal address of 498 ALABAMA  
4 STREET, SAN FRANCISCO, CA 94110 (Exhibit 2). Once a foreign entity establishes  
5 themselves as a domestic corporation they voluntarily submit to the jurisdiction of that  
6 state (in this case, California) and are no longer protected from service under the Hauge  
7 convention.

8  
9 4. California Corporation with a California bank account at Silicon Valley Bank, 3003  
10 Tasman Drive, Santa Clara, CA 95954, ABA: 12\*\*40\*\*\*, Account: 3\*0\*3\*3\*\*\*,  
11 SWIFT: SVBKUS6S (Exhibit 3)

12  
13 5. California Corporation with a registered agent located at CORPNET INCORPORATED,  
14 31416 AGOURA RD STE 118, WESTLAKE VILLAGE, CA 91361 which is located  
15 within Los Angeles County.

16  
17 6. California Corporation which recognizes and charges sales tax within the Los Angeles  
18 County area. (Exhibit 4)

19  
20 7. California Corporation with significant business ties to Los Angeles:

21  
22 a. Plaintiff is Los Angeles-based and is a customer of Defendant.

23  
24 b. Defendant boasts some of their customers are Los Angeles based:

25 i. USC/UCLA (academic bundles/student programs)

26 ii. Netflix Hollywood

27 iii. Universal Studios Los Angeles

- iv. Sony
- v. 20<sup>th</sup> Century Studios
- vi. Microsoft Game Studio
- vii. Disney Burbank
- viii. HBO
- ix. Corridor Digital Los Angeles
- x. S4 Studios Los Angeles
- xi. Spectre VR
- xii. Proxi Previs
- xiii. And many others

Additionally:

1. Any and all Contracts and Agreements between Plaintiff and Defendant were and are executed and accepted and consideration provided from within Los Angeles California.
2. Plaintiff's damages/injury occurred in Los Angeles for a product Defendant sold to Plaintiff within Los Angeles.
3. Defendant was served at his principal address as filed with the Court and has responded to some of the merits of the Complaint against him through e-mail (as illustrated later in the exhibits) satisfying the requirements for proper service and proving Defendant has received the Complaint completing the lifecycle of proof of service.

1 COMPLAINT BRIEF

2 Defendant manufactures motion capture systems designed for animation, movies and  
3 video games among other uses. Plaintiff is a hobbyist video game developer attempting to move into a  
4 professional capacity who purchased such systems from Defendant during his learning phase and has since  
5 invested hundreds of thousands of dollars of his own private money to produce title(s) he prays he will  
6 profit from. Plaintiff’s equipment, while always problematic, entirely failed after Defendant rolled out a  
7 software update that destroyed the hardware after just minimal use. Plaintiff has attempted resolution with  
8 Defendant, in which ultimately Plaintiff simply needed to purchase replacement parts for well over two  
9 years. An outcome denied by Defendant almost unilaterally.

10  
11 While the suit was still within it’s support phase (expiring Oct 1<sup>st</sup>, 2024) Plaintiff  
12 attempted to get support, service and/or parts many times. Plaintiff either deflected, delayed or outright  
13 denied his request even just several days before the support contract expired claiming “we no longer  
14 support the SmartSuit 1”, constituting a clear breach of contract and bad faith.

15  
16 Defendant has refused to make parts available and has outright refused to comply with right to  
17 repair laws and instead demanded Plaintiff purchase entirely equipment. Defendant has argued this law  
18 does not apply to him in this case, however, Plaintiff makes clear, the law states parts are required to be  
19 provided for 7 years from the last date of manufacture of any product **type** or **model** and is barred by no  
20 further parameterization.

21  
22 Upon the imminent threat of direct legal action, Defendant claimed they had pre-owned  
23 parts from a defunct suit, however, after more delays and silence, demanded additional technical  
24 documentation from Plaintiff and then never again mentioned those parts as being available to/for Plaintiff.

25  
26 At a high-level comprehension, there are only three general components to this suit: A)  
27 the “hub”, a microcontroller-based computer system which handles all logic and connectivity, B) the  
28 COMPLAINT FOR VIOLATION OF CONSUMER PROTECTION LAWS,RIGHT TO REPAIR,UNFAIR  
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1 “sensors” which are responsible for computing absolute world vectors in a physical spatial environment  
2 and C) the “wires” which connect the hub to the sensors, and one sequence of sensors to another.

3  
4 Plaintiff, a software architect and engineer with considerable background in electrical and  
5 mechanical engineering was not making simple guesses at the diagnoses of the failed sensors. As defined  
6 earlier, there are only three functional components. The hub was proved to be working, the wires clearly  
7 providing signal and communication to the sensors, the sensors were reporting as “stuck in bootloader  
8 mode” after the firmware update issued by Defendant.

9  
10 As described, with only three components to the unit, diagnoses of failures were  
11 predicated not only by simple process of elimination, but Plaintiff’s professional knowledge and  
12 experience; as well as Defendant’s own technical logs, diagnostic tools and front-end software. Plaintiff,  
13 knowing what was needed to correct the problem, remained assertive during the conversation(s), Defendant  
14 remained cold and uninterested in resolve and ultimately had to bring the matter before this Court.

15  
16 Once Defendant was finally served after many warnings, they quickly sent an invoice for  
17 yet another useless sets of wires, instead of the electronic sensors Plaintiff needs; despite the fact they sold  
18 Plaintiff the same wires over two years ago when the problem occurred and as both sides were at all times  
19 well aware -- wires did not solve the issue, and were inherently not going to solve the issue now as the  
20 passage of time would not be the precursor to success in an instance involving electronic function.

21  
22 Defendant’s action and inaction and has caused undue harm, stress and damages to  
23 Plaintiff, who simply wishes to exercise his right to replacement parts, so that he may repair his equipment;  
24 enabling his video game production to continue. Defendant’s willful disregard for these laws has essentially  
25 rendered Plaintiff’s video game studio unable to continue and therefore is causing irreparable harm to  
26 Plaintiff essentially ceasing his production unless Plaintiff “pays up” for the newest model.

1 Defendant's own Instagram page has comments (Exhibit 38, 39, 40, 41) from many users  
2 describing the exact same issues and complaints as Plaintiff: failed/failing sensors, Rokoko sending wires  
3 instead of sensors, not sending any parts at all while simultaneously ignoring requests for proof of shipping,  
4 etc. The proof beyond Plaintiff's claims, involving other parties clearly shows a pattern of systemic  
5 misconduct on behalf of Defendant.

6  
7  
8 **THE LAW AT THE HEART OF THIS COMPLAINT**

9 **APPLIES TO ELECTRONICS MADE AFTER**

10  
11 1793.03 (b) **Every manufacturer** making an express warranty with respect to an  
12 **electronic** or appliance product described in subdivision (h), (i), (j), or (k) of Section 9801 of the Business  
13 and Professions Code, with a wholesale price to the retailer of one hundred dollars (\$100) or more, **shall**  
14 **make available** to service and repair facilities **sufficient service literature and functional parts** to effect  
15 the repair of a product for **at least seven years after the date a [product model] or [type] was**  
16 **manufactured, regardless of whether the seven year period exceeds the warranty period for the**  
17 **product.**

18  
19 BPC § 9801 (h) "Electronic set" includes, but is not limited to, any television, radio, audio or video  
20 recorder or playback equipment, video camera, video game, video monitor, computer system, photocopier,  
21 or facsimile machine normally used or sold for personal, family, household, or home office use.

22  
23  
24 **APPLICABILITY TO THIS LAW**

25  
26 Plaintiff would like the Court to recognize that the electronic hardware in this complaint  
27 **records video, plays back that video, uses video cameras, interfaces with video game, is a computer**  
28 **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 - 6**

1 **system** in itself as well as interfaces with them and is sold and shown to be used by **individuals (personal)**,  
2 within **households** and within **home office** settings qualifying it for this law and the consumer protections  
3 herein. This entirely meets the qualifications of this law:  
4

- 5 1. FURTHER, Plaintiff is an **individual**, who has purchased these units for his **personal use**  
6 where he produces self-made and self-published indie video games.
- 7 2. Defendant has a blog post “how to use motion capture at home” (Exhibit 5).  
8
- 9 3. Defendant provides training materials of how to set up the unit within your home. (Exhibit 6)  
10
- 11 4. Defendant sold this equipment to Plaintiff using his own natural name, requiring no legal  
12 business entity to be provided in order to purchase the hardware (Exhibit 7). The lack of this  
13 requirement during the purchase process implies the equipment is meant for any particular  
14 use, neither entirely professional nor entirely personal. Defendant’s own requirements to  
15 purchase this equipment without specific purpose defined is acceptance by conduct that this  
16 product may be used for personal use.  
17
- 18 5. Plaintiff is a protected consumer under CIV § 1798.140(i) which states “*“Consumer” means*  
19 *a natural person who is a California resident, as defined in Section 17014 of Title 18 of the*  
20 *California Code of Regulations, as that section read on September 1, 2017, however*  
21 *identified, including by any unique identifier.”.*  
22  
23  
24  
25  
26  
27

1  
2 **STATEMENT OF FACTS**  
3

- 4 1. Plaintiff is a hobbyist video game developer investing massive effort and large sums of money to try  
5 and become a professional game developer. Presently, Plaintiff is developing a video game which has  
6 been held in limbo due to Defendant's faulty equipment and benign support. (Exhibit 8)  
7
- 8 2. Plaintiff was enticed by Defendant to move from a competitors product (Perception Neuron) after a  
9 publicized event occurred severing ties with Plaintiff and that company. Defendant offered Plaintiff a  
10 discount in exchange for social media marketing posts. (Exhibit 9)  
11
- 12 3. Plaintiff has gone through great lengths to promote Defendant's products through social media  
13 channels (Exhibit 10) and through press releases, on-camera interviews, behind the scenes productions  
14 and videos and even end-of-game credits (Exhibit 11) designed to promote and boost the reputation of  
15 Defendant and it's products.  
16
- 17 4. In or around October of 2020, Plaintiff purchased and then received two full SmartSuit 1 hardware kits  
18 from Defendant for a total price of no more than \$6,000 USD. (Exhibit 12)  
19
- 20 a. One of the suits was defective from the start and Defendant offered a prompt replacement.  
21 (Exhibit 13)  
22
- 23 5. In or around January of 2021, Plaintiff received two pairs of Smart Gloves finally making the  
24 product(s) usable for Plaintiff. (Exhibit 14)  
25  
26  
27



- 1 6. After a few uses, the gloves began disintegrating the sewn-on sensor from the actual gloves  
2 themselves. (Exhibit 15)  
3
- 4 7. Within 1 year of selling those products to Plaintiff, Defendant had already begun producing an entirely  
5 new replacement version of the products that Plaintiff had already purchased. Defendant at no time  
6 notified Plaintiff that he was purchasing obsolete hardware. Had Plaintiff been aware this would be the  
7 case, he would have waited for the next iteration. (Exhibit 16)  
8
- 9 8. In or around June of 2021, California enacted the Right to Repair law, requiring manufacturers to make  
10 parts and repair services available for 7 years after the last date of manufacture of any product type or  
11 model (namely: the Smartsuit 1).  
12
- 13 9. In or around April of 2022, Plaintiff stopped offering the Smartsuit 1 products for sale. (Exhibit 17)  
14
- 15 10. During the course of his ownership, Plaintiff had constant problems with the quality of the unit(s) and  
16 the quality of their output. (Exhibit 18)  
17
- 18 11. Plaintiff experienced constant problems with the unit(s) in question (Exhibit 19) and ultimately the  
19 units continually became non-functional, both at the same time, on the same day a mandatory software  
20 update was released by Defendant (Exhibit 19a), which disabled and damaged both suits, Plaintiff even  
21 states on or about March 28<sup>th</sup>, 2023: *"I used the suit yesterday, woke up today and put it on... Nothing  
22 but forearms and gloves would work. Sensors on the left leg are blinking green. I have reinstalled the  
23 firmware about 4x. No change. No sensors at all work except forearm and hand."*  
24
- 25 12. The damage Defendant directly caused destroyed Plaintiff's suits permanently leading to massive  
26 delays with Plaintiff's production(s) (Exhibit 20) and in-depth support requests (Exhibit 21) as well as  
27 the unnecessary purchase of replacement parts (Exhibit 22) which Plaintiff alleges was designed to

1 delay Plaintiff until all warranties were null and void, leading Defendant to require the purchase of  
2 their newer models to boost their profitability.

3  
4 13. In or about March, 2023 Defendant failed to diagnose the problem with the suit(s) and blamed the  
5 entire situation on a “cabling issue”. Defendant then sold Plaintiff replacement cables and shipped  
6 them on or about April 12<sup>th</sup>, 2023, which did not resolve the issue.

7  
8 14. On or about August, 28<sup>th</sup>, 2023, Plaintiff again wrote to Defendant’s support staff stating: “No change.  
9 *It says sensors are stuck in mixed modes. I have followed all guides but nothing works 😊. I never had*  
10 *any issues with these suits until the day I upgraded the firmware for the first time ever; since then, they*  
11 *are unusable. Please help 😊”*

12  
13 15. Until late 2023, Plaintiff performed his own technical and mechanical diagnostics on the suit(s), one  
14 remained in a failed state permanently, the other, Plaintiff was able to get working by timing power  
15 cycles while performing forced software/firmware updates, eventually causing the sensors to “default”  
16 and accept their new programming. This took months to accomplish and one suit came back online,  
17 with persistent issues on the new software platform, however. Neither suit trul

18  
19 16. On or about September 27<sup>th</sup>, 2024, Defendant made an admission to his entire customer base that the  
20 SmartSuit 1 was still in support until October 1<sup>st</sup>, 2024 (Exhibit 23a); Per their own admission, the suit  
21 was still being supported contractually, Defendant just wasn’t interested in performing the action of  
22 supporting it at any point

23  
24 17. On or about September 30<sup>th</sup>, 2024, Defendant told Plaintiff in an e-mail (Exhibit 23b): “officially  
25 *speaking, the suit is no longer supported.*”. Plaintiff had requested support/help with days remaining in  
26 which he could potentially order parts under the still active “official support” warranty period,  
27

1           however, Defendant by his own words ended that support early once requested.

2  
3           18. Plaintiff attempted multiple times (Exhibit 23) to receive parts and support to repair the product, even  
4           under the right to repair laws, however, Defendant was unable and unwilling to adhere to those laws  
5           and to provide Plaintiff with any remedy under those laws – leaving Plaintiff’s video game production  
6           in a halted development state as well as rendering Plaintiff’s investment into Defendant’s products  
7           useless.

8  
9           19. In or about March 2025, Defendant stated they had a decommissioned suit (Exhibit 24) insofar that  
10          they wished to satisfy their legal obligations by side-skirting the legal requirements set forth by the  
11          state of California and instead provide Plaintiff with used parts as a Band-Aid solution to essentially  
12          “silence his pleas” and have him forfeit his legal rights in the process.

13  
14           a.   Despite the prospect of these parts, Defendant **never** produced these parts, made them  
15           available in any capacity or devised any way to disseminate them to Plaintiff at any point after  
16           this conversation. Defendant would go on to offer completely useless and simplistic parts  
17           (“wires” not complex “sensors”) in which Defendant had already sold to Plaintiff 2 years  
18           prior which did not solve the issue. This establishes a pattern of misconduct: deflect, delay,  
19           ignore.

20  
21          20. In or about March 2025, Defendant released an e-mail (Exhibit 24a) in which they stated Plaintiff’s  
22          product would be rendered “incompatible” after years of compatibility with the same software system  
23          that destroyed Plaintiff’s equipment, indicating an issue was discovered after Plaintiff’s complaints and  
24          sought to be avoided in the future.

1 21. In or about April 2025, Plaintiff drafted suit against Defendant as still no resolution can be reached  
2 even though the law and remedies under it are crystal clear.

3  
4 22. Defendant was served on April 11<sup>th</sup>, 2025 (Exhibit 25)

5  
6 23. In or about April 2025, after Plaintiff provided Defendant with a 'hard date' for resolution, Defendant  
7 sent Plaintiff an invoice for parts, which Defendant claimed for months they no longer had access to or  
8 the means of production for. (Exhibit 26)

9  
10 a. The parts provided by Defendant had already been sold to Plaintiff in March of 2023, when  
11 Defendant couldn't figure out the problem. They blamed it on a cabling issue then, and now,  
12 after new cables and two years, Defendant has once again attempted to shut up Plaintiff by  
13 blaming their unwillingness to repair, replace or refund on a cabling issue.

14  
15 24. On or about April 16<sup>th</sup>, 2025 Defendant once again offered to sell Plaintiff new hardware at a  
16 discounted rate displaying their wanton disregard for the rule of law. (Exhibit 27)

17  
18 a. The direct interpretation, nor the spirit of the law indicate in any manner that Defendant  
19 simply needs to "offer a good deal" to satisfy it's legal obligations under CIV § 1793.3(a).  
20 Defendant continues to show disregard for the law and Plaintiff's rights.

21  
22 25. With only two days left for Plaintiff's "hard date for resolution", Defendant offered that Plaintiff ship  
23 the suit back to them for diagnostics and repair, to which Plaintiff declined stating:

24  
25 *"Your offer to "inspect" the suit at HQ is not acceptable. If we reach the point — again, for the*  
26 *second time — where it turns out the issue isn't cabling, we'll be hit with more delays because*

27 *"replacement parts" like sensors or the hub aren't even in stock. That in itself is a legal failure — as*

1 *stated in the legal complaint, you are required to stock serviceable parts for a reasonable duration*  
2 *after sale. You don't. You won't. You can't. This again doesn't solve the root problem: if it's not a*  
3 *cable issue (which we've already ruled out), then you don't have the ability to fix it. And if a month or*  
4 *a year from now I need further repairs, guess what? We're right back here — same story, same*  
5 *runaround, same legal outcome.”*

6  
7 26. One day before Plaintiff's "hard date for resolution", Defendant made no response whatsoever. On the  
8 final day for resolution before Plaintiff filed, Defendant was once again silent. Instead, an auto-  
9 responder indicating they would be gone on vacation for nearly a week. Defendant clearly felt no  
10 pressure or regard to resolve this matter outside Court and instead has wasted the time of this Court on  
11 a matter begging for simple, quiet, out of Court resolution.

12  
13 **FIRST CAUSE OF ACTION:**  
14 **VIOLATION OF CONSUMER PROTECTION LAWS**

- 15  
16 1. Defendant boasted endlessly about the quality of their suit and production, claiming their staff had 10+  
17 years of R&D experience at Bang & Olufsen and the engineers and programmers had PhD's. (Exhibit 28)
- 18  
19 2. Defendant showcased their suits as being used for top talent and studios including but limited to grammy  
20 award winning rapper Lil Nas X for music videos (Exhibit 29) as well as the TV show/video game "The  
21 Last of Us" (Exhibit 30) starring Pedro Pascal, but also claiming 250,000 creators are animating with these  
22 products (Exhibit 31) implying the highest level of quality available to everyone.
- 23  
24 3. However, multiple components of the product(s) failed after just minimal use and Defendant refused to  
25 support it. Plaintiff alleges violations of:

- 1 a. Plaintiff alleges Defendant violated §1770(a)(5) as they *represented goods as having*  
2 *characteristics or benefits they do not have*, such as high quality components, top-tier engineering  
3 and useful product support.
- 4
- 5 b. Plaintiff alleges Defendant violated §1770(a)(7) as they *represented the goods are of a particular*  
6 *standard or quality, when they are clearly not*:
- 7 i. Defendant originally sent a defective suit to Plaintiff, in which it was missing straps to fit  
8 the unit to a human body sufficiently. A replacement was sent at the cost of Plaintiff's  
9 time and aggravation.
- 10
- 11 ii. Defendant sold motion capture gloves to Plaintiff, however, the sensor separated from the  
12 fabric after just two uses.
- 13
- 14 iii. Defendant sold two motion capture suits to Plaintiff, of which one of them failed entirely  
15 after only three uses.
- 16
- 17 iv. Defendant sold two motion capture suits to Plaintiff, of which one of them failed to  
18 operate after a software update from SmartStudio 1 to SmartStudio 2 caused the sensors  
19 to fail into "bootloader mode". Defendant offered support, which failed, and Plaintiff had  
20 to pay for unnecessary parts.
- 21
- 22 c. Plaintiff alleges Defendant violated §1770(a)(19) as they *inserted unconscionable terms into the*  
23 *transaction* (e.g., selling a high-end product with no real repair path, especially post-sale).
- 24
- 25 d. Plaintiff alleges Defendant clearly and blatantly violated §1770(a)(14) as they represented *that a*  
26 *repair or replacement is possible when it is not*.
- 27

1 **SECOND CAUSE OF ACTION:**

2 **REFUSAL TO COMPLY WITH RIGHT TO REPAIR LAWS**

3  
4 1. At all times Defendant has known, or should have known, of the laws and regulations of the state  
5 of California, yet has repeatedly ignored those very laws while consciously choosing to profit  
6 from the corporations, studios and creators which reside within it's borders.

7  
8 2. California Civil Code § 1793.03 explicitly states:

9 Section (b): "Every manufacturer making an express warranty with respect to an **electronic** or  
10 appliance **product** described in subdivision (h), (i), (j), or (k) of Section 9801 of the Business and  
11 Professions Code, with a wholesale price to the retailer of one hundred dollars (\$100) or more,  
12 shall make available to service and repair facilities sufficient **service literature and functional**  
13 **parts to effect the repair of a product for at least seven years after the date a product model**  
14 **or type was manufactured, regardless of whether the seven-year period exceeds the**  
15 **warranty period for the product."**

16  
17 i. Defendant has attempted repeatedly to weasel out of their obligations under this law by  
18 making false statements to Plaintiff in an attempt to detract him from his rights.

19  
20 ii. Plaintiff wishes to reiterate that this law fully requires Defendant to manufacture and  
21 make available parts and literature for repair for **seven years** after the **model or type** of  
22 product was manufactured.

23  
24 iii. Defendant has made claims that the SmartSuit 1 in which they sold Plaintiff was exempt  
25 from this law because it was manufactured prior to the law, however, this law does not  
26 bar Plaintiff or any other customers from relief and satisfaction based on **manufacture**

1 **date of their own specific units** but rather of a:

2  
3 1. **Type** (*wearable motion capture suits – still manufactured today*)

4 *or*

5 2. **Model** (SmartSuit 1 – manufactured and sold until 2022)

6  
7 iv. Plaintiff owns the SmartSuit 1 which Defendant made available for purchase until  
8 sometime in 2022. The date of manufacture and sale of this unit makes performance of  
9 this statute a legal duty of Defendant's.

10  
11 3. Plaintiff has sought remedy under § 1793.03, however, Defendant has denied, deflected, refused  
12 and reiterated their inability to provide Plaintiff with replacement parts for the unit. (Exhibit 32)

13  
14 4. Defendant instead demanded that Plaintiff ultimately be damaged financially by loss of his  
15 investment in their hardware and purchase all new hardware across the board. (Exhibit 33)

16  
17 5. Plaintiff has reiterated his need and willingness to obtain replacement parts, of which are small  
18 and likely cheap to replace, however, Defendant A) has no stock of these parts, B) is unwilling to  
19 carry a stock of the parts as required by law C) is unwilling to manufacture replacement parts for  
20 Plaintiff. (Exhibit 34)

21  
22 6. Defendant, in an attempt to side-skirt California laws and regulations has attempted to lure  
23 Plaintiff into abandoning his search for suitable replacement parts by allegedly securing pre-  
24 owned/used parts. This is an unconscionable act: ignoring legal regulations and offering to replace  
25 failed parts, with used parts from a decommissioned product which simply delays the inevitable  
26 for Plaintiff once those parts subsequently fail as well. Defendant is **required by law** to carry  
27 parts for a period of 7 years after manufacture, however, is doing everything in their power to



1 avoid that law and silence Plaintiff and his rights in the process. (Exhibit 35)

2  
3 7. The law provides other remedies if Defendant is unwilling or unable to provide replacement parts:  
4 under CA Civil Code which states 1793.2(d): *If a manufacturer or its representatives cannot*  
5 *repair the product after a reasonable number of attempts, the manufacturer must either: Replace*  
6 *the product, or B) Refund the purchase price (minus usage costs).*

7  
8 8. Plaintiff has attempted multiple times over the period of a year (Exhibit 36) to repair his products,  
9 however, Defendant is unwilling to provide parts to make this possible and also is unwilling to  
10 remedy Plaintiff's claims under 1793.2(d) by either replacing the product(s) or providing a refund  
11 (which Plaintiff does not want).

12  
13 9. Plaintiff simply wants his investment to be functional again so his production can continue,  
14 however, Defendant is acting as the gatekeeper with malicious intent to deny Plaintiff's legal  
15 rights and greatly profit from Plaintiff to the tune of several thousand dollars instead of simply  
16 providing Plaintiff with what is needed to repair his existing unit(s).

17  
18 **THIRD CAUSE OF ACTION:**

19 **UNFAIR COMPETITION**

20  
21 1. Violating any law (Right to Repair Law (CA BPC 1793.03), CLRA) automatically triggers CA  
22 BPC 17200, which prohibits any unlawful or fraudulent business act or practice.

23  
24 2. As required for CLRA, a 30-day notice was sent in or about April 2025 by certified mail (Exhibit  
25 37).

1 **FOURTH CAUSE OF ACTION:**

2 **FALSE ADVERTISING**

- 3
- 4 1. Defendant advertised either expressly or implied that it's suits were produced with extremely high
- 5 quality, by top-tier PhD engineers and in which the best-of-the-best top-tier studios were satisfied
- 6 customers; and that it's suits were professional-grade; all while knowing (or any reasonable
- 7 engineer with a PhD should have known) that it's parts and support would be unavailable or
- 8 lacking in a way that impacts customers from using their products.
- 9
- 10 2. Plaintiff hereby alleges that these facts, as well as the reiteration of the aforementioned facts
- 11 constitute false advertising under CA BPC 17500.
- 12

13 **FIFTH CAUSE OF ACTION:**

14 **VIOLATION OF CA SONG-BEVERLY CONSUMER WARRANTY ACT**

- 15
- 16 1. Defendant's products as illustrated in the Fourth CoA (p1) came with an express and/or
- 17 implied warranty leading consumers to believe the product was of a quality standard ("used
- 18 by top tier studios", "used by high end entertainers", "ready for production", "reliable motion
- 19 capture") and yet Defendant failed to provide product repair facilities and/or parts.
- 20
- 21 2. Plaintiff alleges these facts constitute a willful violation of CA 1793.2
- 22

23 **SIXTH CAUSE OF ACTION:**

24 **BREACH OF IMPLIED WARRANTY OF GOOD FAITH AND FAIR DEALING**

1 1. Plaintiff realleges and reiterates the statement of facts, namely Defendant’s recent “attempt” to  
2 resolve the matter before Plaintiff’s April 18<sup>th</sup> deadline.

3  
4 a. Defendant, with days remaining to resolve, sends Plaintiff an e-mail indicating what  
5 parts are needed to bring the suit back into working order, as well as an invoice  
6 indicating those parts are available for purchase and shipping immediately with rush  
7 service (\$50 shipping vs \$15 worth of parts).

8  
9 b. This action alone significantly reinforces Plaintiff’s position as Defendant has  
10 claimed multiple times they do not have access to parts, however, days before  
11 Plaintiff’s demand for resolution deadline, Defendant suddenly has a stock of parts in  
12 which they can overnight:

13  
14 i. *“I’m afraid the original Smartsuit is no longer supported. This means we  
15 will not be able to offer a repair service for your suit.”*

16  
17 ii. *“I’m afraid we no longer produce or stock the sensors or hub for the  
18 Smartsuit Pro I.”*

19  
20 iii. “If we were to offer a repair, **we would now have to specially order parts.**  
21 This cost, alongside the cost of the repair work would likely climb **well**  
22 **above 1k.** My recommendation would be to order a Smartsuit Pro II (which  
23 in itself is a far superior product to the experience you've described having  
24 with the original Smartsuit).”

1 2. Plaintiff alleges Defendant's offer to specially order/manufacture parts in itself holds multiple  
2 violations under CIV § 1793.3:

3  
4 a. Defendant's attempts to pass off the entirety of it's costs to produce/procure/stock  
5 parts is unconscionable and is a violation of CIV § 1793.3(c) which clearly states:

6 *"...In no event shall the buyer be responsible or liable for service or repair costs*  
7 *charged by the independent repair or service facility which accepts service or*  
8 *repair of nonconforming consumer goods under this section. **Such independent***  
9 *repair or service facility shall only be authorized to hold the manufacturer liable*  
10 *for such costs."*

11  
12 b. The law requires parts to be offered at a "fair and reasonable" price and is fully  
13 defined by the California Bureau Of Household Goods and Services as:

14 i. *"Fair and reasonable terms" means: At costs and terms equal to the most*  
15 *favorable costs and terms that the manufacturer offers to an authorized*  
16 *repair provider" and also states "If the manufacturer does not use an*  
17 *authorized repair provider, "fair and reasonable terms" means at a price*  
18 *that reflects the **actual cost to the manufacturer to prepare and deliver the***  
19 *part, tool, or documentation (excludes research and development costs)."*

20  
21 c. Further, Defendant's attempts to not produce, carry or stock replacement parts  
22 clearly violates CIV § 1793.03 as the law specifically demands that Defendant "*shall*  
23 *make available"* parts for 7 years. Plaintiff has been requesting parts for nearly 5  
24 months, clearly and obviously Defendant has no ability to "make available" parts, as  
25 if those parts were made available, Plaintiff would not be seeking resolution from a  
26 Court.

1                   3. Plaintiff alleges Defendant breached the implied warranty of good faith and fair dealings and  
2                   has shown that Defendant repeatedly acted in bad faith to profit from Plaintiff in a situation  
3                   where they are not warranted to do so, and legal consumer protection laws prohibit them from  
4                   doing so.

5  
6  
7  
8                   **PRAYER FOR RELIEF**

9  
10                  Since Defendant refuses to act in a way consistent with the laws and regulations requiring the same;  
11                  Plaintiff prays the Court find this matter in his favor and provide the following relief:

- 12  
13                  1. Plaintiff seeks a total of \$12,500 of which is comprised of:  
14  
15                         o   **Compensatory damages** of \$12,500; the maximum allowed by small claims court,  
16                         less than the cost of purchasing two full complete hardware sets of the latest model  
17                         from Defendant.

18  
19                         - or -

20  
21                         Demand that Defendant provide two complete and full replacement hardware sets of  
22                         the latest hardware as required by CA BPC 1793.2(d)

23  
24  
25                  Dated this 18<sup>th</sup> of April, 2025:

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COMPLAINT FOR VIOLATION OF CONSUMER PROTECTION LAWS,RIGHT TO REPAIR,UNFAIR  
COMPETITION,FALSE ADVERTISING,CONSUMER WARRANTY ACTUNCONSCIONABILITYBREACH  
OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING - 22