

EXHIBIT 3

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

Case Number: 25STCV13828

MATTHEW R. WALSH VS ROKOKO ELECTRONICS

Filing Courthouse: Stanley Mosk Courthouse

Filing Date: 05/12/2025

Case Type: Tortious Interference (General Jurisdiction)

Status: Pending

[Click here to access document images for this case](#)

If this link fails, you may go to the [Case Document Images](#) site and search using the case number displayed on this page

FUTURE HEARINGS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

09/09/2025 at 08:30 AM in Department 30 at 111 North Hill Street, Los Angeles, CA 90012

Case Management Conference

09/11/2025 at 08:30 AM in Department 30 at 111 North Hill Street, Los Angeles, CA 90012

Hearing on Motion for Summary Judgment

PARTY INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

ROKOKO ELECTRONICS - Defendant

WALSH MATTHEW R. - Plaintiff

DOCUMENTS FILED

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

Documents Filed (Filing dates listed in descending order)

06/06/2025 Proof of Service by Mail

Filed by Matthew R. Walsh (Plaintiff)

06/06/2025 Proof of Service by Mail

Filed by Matthew R. Walsh (Plaintiff)

06/06/2025 Proof of Service by Mail

Filed by Matthew R. Walsh (Plaintiff)

Case 2:25-cv-05340-ODW-RAO

Document 1-3
ID #:270

Filed 06/12/25

Page 3 of 167

Page

06/06/2025 Proof of Service by Mail
Filed by Matthew R. Walsh (Plaintiff)

06/06/2025 Proof of Service by Mail
Filed by Matthew R. Walsh (Plaintiff)

06/06/2025 Proof of Service by Mail
Filed by Matthew R. Walsh (Plaintiff)

06/05/2025 Memorandum of Points & Authorities
Filed by Matthew R. Walsh (Plaintiff)

06/05/2025 Declaration (OF MATTHEW WALSH NOTING DEFENDANTS FAILURE TO PLEAD AFTER APPEARANCE)
Filed by Matthew R. Walsh (Plaintiff)

06/05/2025 Separate Statement
Filed by Matthew R. Walsh (Plaintiff)

06/05/2025 Motion for Summary Judgment
Filed by Matthew R. Walsh (Plaintiff)

05/30/2025 Proof of Service by Mail
Filed by Matthew R. Walsh (Plaintiff)

05/30/2025 Proof of Service by Mail
Filed by Matthew R. Walsh (Plaintiff)

05/28/2025 Request (PLAINTIFF MATTHEW R. WALSHS REQUEST FOR SPECIAL INTEROGATORIES TO DEFENDANT ROKOKO ELECTRONICS SET NUMBER: ONE (1))
Filed by Matthew R. Walsh (Plaintiff)

05/28/2025 Supplemental Declaration (DECLARATION OF MATTHEW R. WALSH Re: General Appearance By Defendant)
Filed by Matthew R. Walsh (Plaintiff)

05/23/2025 Notice of Case Management Conference
Filed by Clerk

05/14/2025 Proof of Personal Service
Filed by Matthew R. Walsh (Plaintiff)

05/12/2025 Notice of Case Assignment - Unlimited Civil Case
Filed by Clerk

05/12/2025 Alternative Dispute Resolution Packet
Filed by Clerk

05/12/2025 Summons (on Complaint)
Filed by Clerk

05/12/2025 Civil Case Cover Sheet
Filed by Matthew R. Walsh (Plaintiff)

05/12/2025 Complaint
Filed by Matthew R. Walsh (Plaintiff)

PROCEEDINGS HELD

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

Proceedings Held (Proceeding dates listed in descending order)

None

REGISTER OF ACTIONS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

06/10/2025 Hearing on Motion for Summary Judgment scheduled for 07/24/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 30

06/10/2025 Hearing on Motion for Summary Judgment scheduled for 09/11/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 30

06/10/2025 Pursuant to the request of moving party, Hearing on Motion for Summary Judgment scheduled for 07/01/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 30 Not Held - Rescheduled by Party was rescheduled to 07/24/2025 08:30 AM

06/10/2025 Pursuant to the request of moving party, Hearing on Motion for Order NOTICE OF MOTION AND MOTION TO SHORTEN TIME TO HEAR MOTION FOR SUMMARY JUDGMENT scheduled for 07/08/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 30 Not Held - Taken Off Calendar by Party on 06/10/2025

06/10/2025 Pursuant to the request of moving party, Hearing on Motion for Summary Judgment scheduled for 07/24/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 30 Not Held - Rescheduled by Party was rescheduled to 09/11/2025 08:30 AM

06/06/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint?: No

06/06/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint?: No

06/06/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint?: No

06/06/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint?: No

06/06/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint?: No

06/06/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint?: No

06/06/2025 Hearing on Motion for Summary Judgment scheduled for 07/01/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 30

06/05/2025 Motion for Summary Judgment; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant)

06/05/2025 Separate Statement; Filed by: Matthew R. Walsh (Plaintiff)

06/05/2025 Declaration OF MATTHEW WALSH NOTING DEFENDANTS FAILURE TO PLEAD AFTER APPEARANCE; Filed by: Matthew R. Walsh (Plaintiff)

06/05/2025 Memorandum of Points & Authorities; Filed by: Matthew R. Walsh (Plaintiff)

05/30/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint?: No

05/30/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint?: No

05/28/2025 Supplemental Declaration DECLARATION OF MATTHEW R. WALSH Re: General Appearance By Defendant; Filed by: Matthew R. Walsh (Plaintiff)

05/23/2025 Case Management Conference scheduled for 09/09/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 30

05/23/2025 Notice of Case Management Conference; Filed by: Clerk

05/14/2025 Proof of Personal Service; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); Service Date: 05/14/2025; Service Cost: 135.00; Service Cost Waived: No

05/12/2025 Complaint; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant)

05/12/2025 Civil Case Cover Sheet; Filed by: Matthew R. Walsh (Plaintiff)

05/12/2025 Summons on Complaint; Issued and Filed by: Clerk

05/12/2025 Alternative Dispute Resolution Packet; Filed by: Clerk

05/12/2025 Notice of Case Assignment - Unlimited Civil Case; Filed by: Clerk

05/12/2025 Case assigned to Hon. Dean J. Kitchens in Department 30 Stanley Mosk Courthouse

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 05/23/2025 David W. Slayton, Executive Officer / Clerk of Court By: <u>M. Quinteros</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
PLAINTIFF: Matthew R. Walsh		
DEFENDANT: Rokoko Electronics		
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 25STCV13828

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 09/09/2025	Time: 8:30 AM	Dept.: 30
------------------	---------------	-----------

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 05/23/2025



Dean J. Kitchens

Judicial Officer

CERTIFICATE OF SERVICE Dean J. Kitchens / Judge

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

- by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.
- by personally giving the party notice upon filing of the complaint.

Matthew R. Walsh
19197 Golden Valley Road
#333
Santa Clarita, CA 91387

David W. Slayton, Executive Officer / Clerk of Court

Dated: 05/23/2025

By M. Quinteros
Deputy Clerk

**NOTICE OF
CASE MANAGEMENT CONFERENCE**

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/28/2025 3:20 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Bolden, Deputy Clerk

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
(661) 644-0012
Plaintiff In Pro Per,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387,

Case No.: 25STCV13828

Plaintiff In Pro Per,

DECLARATION OF MATTHEW R. WALSH
Re: General Appearance By Defendant

vs.

ROKOKO ELECTRONICS
(AND DOES 1 THROUGH 50, INCLUSIVE)
31416 AGOURA RD STE 118
WESTLAKE VILLAGE, CA
91361

Defendant

DECLARATION OF MATTHEW R. WALSH

RE: GENERAL APPEARANCE BY DEFENDANT

I, Matthew R. Walsh, declare as follows:

1. I am the Plaintiff in this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.
2. On May 4th, 2025, I eFiled the civil Complaint (Exhibit C) against Defendant and provided Defendant with the Complaint by e-mail (Exhibit A)

1 3. On May 5, 2025, I received an email from Mikkel Lucas Overby, a representative of
2 Defendant Rokoko Electronics, sent from the email address mikkel@rokoko.com, in
3 response to notice of this pending action. A true and correct copy of that email is attached
4 hereto as (Exhibit B).

5
6
7 *“A defendant who voluntarily appears in an action prior to formal service of process*
8 *waives any defect in service. The record supports the trial court’s finding that Gama*
9 *made a general appearance before being served.” (Sanchez v. Gama, 2019 WL 2106836,*
10 *2019 Cal. App. Unpub. LEXIS 3442)*

11
12
13 4. In the email, Mr. Overby states that Defendant has *“retained a US law firm to represent*
14 *us in this case,”* refers to their legal team's assessment of *“the case,”* and repeatedly
15 references intent to *“continue the case through the legal system”* and *“go to trial, if*
16 *needed.”*

17
18
19 *“A general appearance occurs where the defendant takes a part in the action which in*
20 *some manner recognizes the authority of the court to proceed.” (Zaragoza v. Superior*
21 *Court (1996) 49 Cal.App.4th 1252, 1256)*

22
23
24 5. Further, the email makes a settlement proposal which is explicitly conditioned on the
25 dismissal and closure of this action, indicating awareness and participation intent.

26
27 *“Correspondence in which a defendant acknowledged the lawsuit, discussed settlement,*
28

1 *and otherwise engaged with the case was deemed a general appearance.” (Hamilton v.*
2 *Asbestos Corp. (1995) 22 Cal.App.4th 1127, 1133)*

3
4
5 6. These statements constitute a general appearance by Defendant under California Code of
6 Civil Procedure § 1014 and applicable case law, including *Hamilton v. Asbestos Corp.*,
7 22 Cal.App.4th 1127 (1994), wherein an out-of-court communication acknowledging the
8 case and expressing intent to resolve it was held sufficient to constitute a general
9 appearance.

10
11
12 7. Defendant has therefore confirmed actual receipt, has voluntarily submitted to
13 participation and the jurisdiction of this Court by communicating directly regarding the
14 merits of the case, proposing settlement terms, claiming legal representation, and stating
15 their willingness to proceed to trial if settlement fails illustrating an intent to litigate.

16
17
18 *“A general appearance is equivalent to personal service and precludes a challenge to*
19 *personal jurisdiction.” (Roy v. Superior Court (2005) 127 Cal.App.4th 337, 343)*

20
21 I declare under penalty of perjury under the laws of the State of California that the foregoing is
22 true and correct.

23
24 Executed this 28 day of May, 2025, in Los Angeles, California.

25 Dated this 28th of May, 2025.

26
27 

28 Matthew R. Walsh
Plaintiff In Pro Per

Exhibit A

Plaintiff provided an electronic copy to Defendant of the Complaint

Case dismissed, new case filed.

matthew@winteryear.com
To: 'Mikkel Lucas Overby'

Reply Reply All Forward

Sun 5/4/2025 10:08

Walsh v Rokoko Civil.pdf
2 MB

Open PDFs in Adobe Acrobat

As you are now aware, the complaint against Rokoko has been formally filed with the Superior Court of California. You will be served shortly. Before that occurs, I'm offering a final opportunity to resolve this matter privately and efficiently.

I am prepared to settle all claims immediately for **\$6.5 million**. This figure reflects the full scope of damages outlined in the complaint, including:

- The misappropriation of my intellectual property, including commercially valuable motion data
- Statutory violations under the DMCA (17 U.S.C. § 1202), CLRA, and California warranty law
- Substantial lost business and licensing opportunities tied to a game title, merchandise, and production pipelines
- Damage to professional relationships and reputational harm, all directly traceable to Rokoko's misconduct
- Fraudulent representations made at the investor, consumer, and corporate levels
- Evidence of metadata stripping, firmware-level sabotage, and apparent coordination with an affiliated shell entity for AI resale

The exhibits will be filed separately, but I am attaching the complaint now as a courtesy.

This offer remains open for 7 days.

I urge you to take this seriously. You had multiple opportunities to resolve this quietly. I no longer have control over how loud this gets, it's in the public now.

Matthew R. Walsh

Exhibit B:

Defendant acknowledged they received the Complaint and admits they have read through it and that they have retained a U.S. Law Firm and intend on litigating if settlement isn't reached.

From: Mikkel Lucas Overby <mikkel@rokoko.com>
Sent: Wednesday, May 7, 2025 3:29 AM
To: matthew@winteryear.com
Subject: Re: Case dismissed, new case filed.
Importance: High

Matthew,

We have just retained a US law firm to represent us in this case. Based on their assessment and careful reading of all communication and actions (including several proactive emails from our team following up as they did not hear back from you), we believe that we have a strong case in the initial claim about the repair case. On the larger claims you make around our inventory, warehouse, use of motion data etc., they are simply incorrect and easily disproven. You have involved our Board of Directors and they are now also briefed on the case and fully behind us, whichever route we choose to take. We are ready to go to trial, if needed.

That said, we continue to believe that clearing out the misunderstandings and resolving this between us in the simplest and quickest way possible is the best solution. That will allow both you and us to go back to work, which ultimately should be the goal.

We acknowledge your frustrations with not getting the support you had hoped for in resolving the issues that arose with the products you bought from us. Therefore, we are also open to compensating you for those frustrations by sending you new and updated tools. However, sending you motion capture equipment without having closed the entire case is not an acceptable solution for us, if more claims and actions from your side will continue. We need to settle, close the case and know that we can move on.

I offered to send you replacements for the equipment you and your company have purchased (2 Smartgloves and 2 Smartsuit Pro), which we think was a fair offer. If we can avoid spending more money on lawyers, we are willing to go further and help you get quickly back to your projects with tools you have not had access to before. At this stage, before the case costs us more, we will therefore offer to send you what you have listed below on the condition that this closes the case immediately. This will be our final offer, and if we need to start spending more money on lawyers, this offer will no longer be valid and we will continue the case through the legal system. Our assessment is that you will lose the case, but that it will still cost both you and us money - a lose-lose scenario.

As I've written before, I believe you have the wrong picture of us and how we operate. As a way to help build mutual trust, I and our founder and CEO, Jakob, are open to having a call with you, where we can talk things through and share our visions and the passion for content creation that drives us all. Hopefully, that can be the foundation to resolve the case in a way that's acceptable for both parties and allow us all to get back to what we do best.

We will put our legal team on hold for 24 hours, so we will need your response to this offer latest Thursday May 8 2025 at 1.00 pm CET.

Despite this case, we still hope to some day again have a positive relationship with you and support your work.

Mikkel

--

EXHIBIT C

Plaintiff's eFiling of the Complaint

Order Confirmation for COMPLAINT FOR DAMAGES (Fraud, Intellectual Property Theft, Breach of Warranty, and R...

 donotreply@proserverwoj.mail.legalconnect.com
To: matthew@winteryear.com

 Reply  Reply All  Forward 
Sun 5/4/2025 10:00 PM

Court eFiling and Process Serving Order Confirmation

This confirms Wheels of Justice has received your Court eFiling order to file the following document(s)

Complaint

At: **Stanley Mosk Central Courthouse (Civil eFiling)**

Your document(s) have been electronically transmitted to the court **today (Sun, May 4, 2025)** and placed in the queue for review by the Clerk.

Once your eFile order has been reviewed you will receive a status update with details stating if your documents were Accepted, Partially Accepted or Rejected by the Clerk, followed by your conformed or received copy(s) or else rejection notice.

This confirms Wheels of Justice has received your Process Serving order to Serve the following party(s):

For: **ROKOKO ELECTRONICS, Authorized Person, Agent: CORPNET INCOPORATED**
At: **31416 Agoura Rd #118, Westlake Village, CA 91361**
Level: **Routine**

As soon as your Process Serving order(s) have been attempted you will receive a daily or weekly status update based on the service level you selected. Status update to include details stating if your party(s) were served or not, followed by your Proof of Service or Declaration.

Should you have any questions, please [contact us](#) or log in and manage your cases and orders at <http://www.proserver.com/>

Thank you for using Wheels of Justice.

Order(s): **11903012-01, 11903012-02**

Billing Code: **SysGen**

eFile Transaction Number(s): **25LA00826908**

This automated message is being sent by Wheels of Justice It is intended exclusively for the individuals and/or entities to which it is addressed. This communication including any links or attachments, may contain information that is proprietary, confidential, privileged or otherwise exempt from disclosure. If you are not the named

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
(661) 644-0012

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/28/2025 3:20 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Bolden, Deputy Clerk

Plaintiff In Pro Per,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387,

Case No.: 25STCV13828

Plaintiff In Pro Per,

PLAINTIFF MATTHEW R. WALSH'S REQUEST
FOR SPECIAL INTEROGATORIES TO
DEFENDANT ROKOKO ELECTRONICS

vs.

SET NUMBER: ONE (1)

ROKOKO ELECTRONICS
(AND DOES 1 THROUGH 50, INCLUSIVE)
31416 AGOURA RD STE 118
WESTLAKE VILLAGE, CA
91361

Defendant

PROPOUNDING PARTY: MATTHEW R. WALSH

RESPONDING PARTY: ROKOKO ELECTRONICS

SET NUMBER: ONE(1)

Pursuant to California Code of Civil Procedure section 2030.010 et seq., Plaintiff hereby propounds the following Special Interrogatories, Set One, to Defendant. Defendant is required to answer each interrogatory separately and fully in writing under oath within 30 days of service pursuant to section 2030.260, or be subject to sanctions under section 2030.290.

PLAINTIFF MATTHEW R. WALSH'S REQUEST FOR SPECIAL INTEROGATORIES TO DEFENDANT ROKOKO ELECTRONICS SET NUMBER: ONE (1) - 1

1 **DEFINITIONS AND INSTRUCTIONS**

- 2 1) **“PERSON”** means any natural person, corporation, company, partnership, joint venture,
3 business trust, association, organization, public agency, or any other form of legal or business
4 entity.
5
- 6 2) **“COMMUNICATION”** includes all means by which information is transmitted or received,
7 including oral conversations, telephone calls, video calls, in-person meetings, emails, text
8 messages, chat logs (e.g., Slack, Discord), DMs, support tickets, social media, cloud-based
9 messages, and all other electronic or written forms of correspondence.
10
- 11 3) **“DOCUMENT”** means all writings, as defined under California Evidence Code § 250, and
12 includes any electronically stored information (“ESI”) — including software source files, Git
13 repositories, metadata logs, network logs, product manuals, technical documentation, emails,
14 text messages, contracts, invoices, screenshots, and video captures — whether stored locally
15 or in cloud platforms.
16
- 17 4) **“CONCERNING”** means referring to, relating to, describing, evidencing, supporting,
18 contradicting, or otherwise pertaining in whole or in part to the subject matter identified.
- 19 5) **“USER-GENERATED CONTENT”** or **“UGC”** means any digital animation, motion
20 capture data, telemetry, recorded movement, metadata, or creative output created or
21 submitted by users (including Plaintiff) through any Rokoko software, hardware, or platform
22 from 2014 to 2025.
23
- 24 6) **“ROKOKO”** or **“DEFENDANT”** means Rokoko Electronics, Inc., and includes all related
25 entities, divisions, predecessors, successors, subsidiaries, officers, directors, employees,
26 agents, representatives, developers, affiliates, and all persons acting or purporting to act on
27 its behalf.

- 1 7) **“THE OTHER BUSINESS”** means any entity doing business under the names “Rokoko
2 Care,” “Coco,” or “Coco Care,” and includes all officers, agents, contractors, employees,
3 investors, and affiliated legal entities.
4
- 5 8) **“SHARED IP”** means any technology, codebase, software, animation, motion data,
6 platform, website, tools, artificial intelligence models, code base, API or user-generated
7 content used by both Defendant and The Other Business, or transferred between them at any
8 time.
9
- 10 9) If any **DOCUMENT** requested is withheld under a claim of privilege or protection, state:
11 a. The specific privilege or doctrine relied on;
12 b. The facts forming the basis for the claim;
13 c. The authors, recipients, and custodian(s);
14 d. The general subject matter; and
15 e. The date and type of the document (e.g., email, memo, file, log).
16
- 17 10) **Electronically Stored Information (ESI)** must be produced in its native format with
18 metadata intact. Acceptable formats
19 Include .CSV, .JSON, .TXT, .LOG, .MP4, .MKV, .FBX, .OBJ, .PHP, .CS, .CPP, .H, .JS, .RK
20 K, .XML, .SQL, .JPG, .PNG, .HTML, .HTM, .ASP, . or otherwise agreed standard readable
21 formats with associated load files.
22
- 23 11) These definitions apply throughout this discovery set and are deemed incorporated into each
24 interrogatory, request for production, and request for admission unless otherwise stated.
25
- 26 12) Each interrogatory must be answered with all information available to Defendant, including
27 information in the possession of Defendant’s agents, representatives, investigators, or
28

1 attorneys. These interrogatories are deemed to be continuing in nature, and Defendant must
2 supplement responses if further responsive information becomes known before trial.

3 **13) If Defendant objects to any interrogatory**, state the specific grounds for the objection, and
4 answer so much of the interrogatory as is not objectionable.
5

6 **14) INSTRUCTIONS:**

7 Pursuant to Code of Civil Procedure § 2030.250, each response to these interrogatories must
8 be made in writing and under oath, and must be verified by the responding party under
9 penalty of perjury. The verification shall state:
10

11
12 “I declare under penalty of perjury under the laws of the State of California that the foregoing
13 responses are true and correct.”
14

15 Executed on [date], at [city], [state].

16 [Signature of Responding Party]
17

18
19 • **INTERROGATORY NO. 1:**

20 State all facts and identify all persons involved in the decision to condition replacement
21 of Plaintiff’s equipment upon Plaintiff dropping his legal claims, as referenced in the
22 May 7, 2025 communication.
23

24
25 • **INTERROGATORY NO. 2:**

26 Identify all products, services, or technologies commercialized by Defendant or its
27

1 affiliated entities between 2020 and 2025 that were created, trained, or developed in
2 whole or in part using aggregated or anonymized user-submitted data.

3
4
5 • **INTERROGATORY NO. 3:**

6 Identify all internal data repositories, cloud services, backups, archives, or partner
7 systems in which any user-submitted animation, motion capture data, or derivative
8 content has been stored, accessed, transmitted, or replicated from 2014 to the present, and
9 describe the purpose of each such storage or transmission.

10
11
12 • **INTERROGATORY NO. 4:**

13 State whether the Studio Terms and Conditions in effect during 2024 are materially
14 identical to those in effect during 2025. If your response is anything other than an
15 unqualified “yes,” describe each material difference.

16
17
18 • **INTERROGATORY NO. 5:**

19 State whether Plaintiff’s animations or any derivative works thereof were stored,
20 accessed, transferred, or used internally or externally by Defendant or its affiliated
21 entities (including The Other Business), and if so, describe when, how, and for what
22 purpose.

23
24
25 • **INTERROGATORY NO. 6:**

26 State the amount of investment funding obtained for Defendant and The Other Business,
27 separately, for each calendar year from 2014 through 2025.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- **INTERROGATORY NO. 7:**

For each calendar year from 2014 through 2025, identify any individuals who simultaneously held ownership, board, or executive management roles in both Defendant and The Other Business.

- **INTERROGATORY NO. 8:**

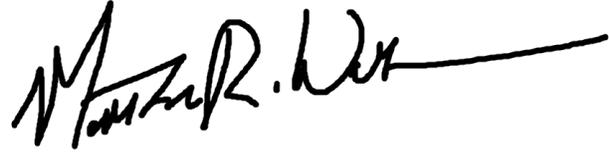
State each third-party logistics provider or warehouse operator used by Defendant for storing, fulfilling, or shipping finished motion capture equipment to U.S.-based customers between January 1, 2020 and May 15, 2025.

- **INTERROGATORY NO. 9:**

At any point did Rokoko and Rokoko Care or “Coco” utilize the same servers?

Failure to timely respond and verify the responses may result in a motion to compel and request for monetary sanctions pursuant to CCP §§ 2030.290 and 2030.300.

Dated this 28th of May, 2025:

A handwritten signature in black ink, appearing to read "Matthew R. Walsh", with a long horizontal flourish extending to the right.

Matthew R. Walsh
Plaintiff In Pro Per

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MATTHEW R. WALSH, in pro per 19197 GOLDEN VALLEY RD #333 SANTA CLARITA, CA 91387 Plaintiff In Pro Per, TELEPHONE NO.: (661) 644-0012 FAX NO. (Optional): E-MAIL ADDRESS (Optional): matthew@winteryear.com ATTORNEY FOR (Name): Plaintiff In Pro Per	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 5/30/2025 3:30 PM David W. Slayton, Executive Officer/Clerk of Court, By E. Mayorga, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 111 S Hill St MAILING ADDRESS: 111 S Hill St CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: CENTRAL DISTRICT	
PETITIONER/PLAINTIFF: Matthew R. Walsh RESPONDENT/DEFENDANT: Rokoko Electronics	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL	CASE NUMBER: 25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.
 2. My residence or business address is:
 28450 ELON LANE
 SANTA CLARITA, CA 91350
 3. On (date): 05/28/2025 I mailed from (city and state): Santa Clarita, CA
 the following **documents** (specify):
 DECLARATION OF MATTHEW R. WALSH
 RE: GENERAL APPEARANCE BY DEFENDANT
- The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)).
4. I served the documents by enclosing them in an envelope and (check one):
 - a. **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - b. **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
 5. The envelope was addressed and mailed as follows:
 - a. **Name** of person served: ROKOKO ELECTRONICS
 - b. **Address** of person served:
 31416 AGOURA RD STE 118
 WESTLAKE VILLAGE, CA
 91361
- The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 05/28/2025

Vincent Vang

 (TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)



 (SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

NOTE: This form should **not** be used for proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the *Proof of Personal Service—Civil* (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at www.courtinfo.ca.gov/forms.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)), and attach it to form POS-030.
4. For item 4:

Check box a if you personally put the documents in the regular U.S. mail.
Check box b if you put the documents in the mail at your place of business.
5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MATTHEW R. WALSH , in pro per 19197 GOLDEN VALLEY RD #333 SANTA CLARITA, CA 91387 Plaintiff In Pro Per, TELEPHONE NO.: (661) 644-0012 FAX NO. (Optional): E-MAIL ADDRESS (Optional): matthew@winteryear.com ATTORNEY FOR (Name): Plaintiff In Pro Per	<p style="text-align: center;"><i>FOR COURT USE ONLY</i></p> <p>Electronically FILED by Superior Court of California, County of Los Angeles 5/30/2025 3:30 PM David W. Slayton, Executive Officer/Clerk of Court, By E. Mayorga, Deputy Clerk</p>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 111 S Hill St MAILING ADDRESS: 111 S Hill St CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: CENTRAL DISTRICT	
PETITIONER/PLAINTIFF: Matthew R. Walsh RESPONDENT/DEFENDANT: Rokoko Electronics	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL	CASE NUMBER: 25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:
 28450 ELON LANE
 SANTA CLARITA, CA 91350
3. On (date): 05/28/2025 I mailed from (city and state): Santa Clarita, CA
 the following **documents** (specify):
 PLAINTIFF MATTHEW R. WALSH'S REQUEST FOR SPECIAL INTEROGATORIES TO DEFENDANT ROKOKO ELECTRONICS

 SET NUMBER: ONE (1)
 The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)).
4. I served the documents by enclosing them in an envelope and (check one):
 - a. **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - b. **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelope was addressed and mailed as follows:
 - a. **Name** of person served: ROKOKO ELECTRONICS
 - b. **Address** of person served:
 31416 AGOURA RD STE 118
 WESTLAKE VILLAGE, CA
 91361
 The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 05/28/2025

Vincent Vang

 (TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)



 (SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

NOTE: This form should **not** be used for proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the *Proof of Personal Service—Civil* (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at www.courtinfo.ca.gov/forms.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)), and attach it to form POS-030.
4. For item 4:

Check box a if you personally put the documents in the regular U.S. mail.
Check box b if you put the documents in the mail at your place of business.
5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/05/2025 9:38 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Hung, Deputy Clerk

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
(661) 644-0012
Plaintiff In Pro Per,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387,
Plaintiff In Pro Per,

Case No.: 25STCV13828

vs.

DECLARATION OF MATTHEW R. WALSH
RE: DEFENDANTS FAILURE TO PLEAD
RESPONSE AFTER APPEARANCE

ROKOKO ELECTRONICS
(AND DOES 1 THROUGH 50, INCLUSIVE)
31416 AGOURA RD STE 118
WESTLAKE VILLAGE, CA
91361

Assigned to dept. 30
Judge: Hon. Dean J. Kitchens
Hearing Date: 07/01/2025
Hearing Time: 8:30AM
Reservation ID: 595480534971

Defendant

DECLARATION OF MATTHEW R. WALSH
RE: DEFENDANTS FAILURE TO PLEAD RESPONSE AFTER APPEARANCE

TO ALL PARTIES AND TO THE COURT:

I, Matthew Walsh, declare as follows:

1. I am the Plaintiff in this action and am proceeding in propria persona. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify

DECLARATION OF MATTHEW R. WALSHRE: DEFENDANTS FAILURE TO PLEAD RESPONSE AFTER APPEARANCEASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENSHEARING DATE: 07/01/2025HEARING TIME: 8:30AMRESERVATION ID: 595480534971 - 1

1 to the accuracy of the statements within:

2
3 2. On **May 14, 2025**, Defendant ROKOKO ELECTRONICS was personally served with the
4 summons and complaint in this matter.

5
6
7 3. On or around **May 5, 2025**, Defendant made a general appearance in this case by directly
8 communicating with Plaintiff in reference to the litigation, asserting legal positions, and
9 indicating the involvement of legal counsel; a declaration to the same was filed with the
10 Court: “DECLARATION OF MATTHEW R. WALSH Re: General Appearance By
11 Defendant”

12
13
14 4. Pursuant to California Code of Civil Procedure § 412.20(a)(3), a defendant who makes a
15 general appearance must file a responsive pleading within thirty (30) days from service of
16 the complaint unless otherwise extended by stipulation or court order.

17
18
19 5. As of the date of this declaration, **more than 30 days have passed** since Defendant’s
20 appearance and formal service. No answer, demurrer, motion to strike, or other
21 responsive pleading has been filed with the Court.

22
23
24 6. Plaintiff does not at this time request entry of default. Instead, Plaintiff has filed a
25 **NOTICE OF MOTION AND MOTION OF SUMMARY JUDGMENT IN LIEU OF**
26 **DEFAULT** supported by admissible evidence and procedural history, in light of the fact

27
28 DECLARATION OF MATTHEW R. WALSHRE: DEFENDANTS FAILURE TO PLEAD RESPONSE AFTER
APPEARANCEASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENSHEARING DATE:
07/01/2025HEARING TIME: 8:30AMRESERVATION ID: 595480534971 - 2

1 that Defendant is a **foreign corporation domiciled in Denmark**. Default judgment may
2 be difficult to enforce abroad, whereas summary judgment on the merits provides a more
3 appropriate basis for enforcement.
4

- 5
- 6 7. This declaration is submitted solely to note Defendant's failure to plead after appearance,
7 and to preserve the procedural record should the Court request clarification regarding
8 Defendant's status in connection with Plaintiff's pending dispositive motion.
9

10 I declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct.
12

13
14 Executed this 5th day of June, 2025, in Los Angeles, California.
15

16
17 

18 _____
19 Matthew R. Walsh
20 Plaintiff In Pro Per
21
22
23
24
25
26
27



Journal Technologies Court Portal

Make a Reservation

MATTHEW R. WALSH vs ROKOKO ELECTRONICS

Case Number: 25STCV13828 Case Type: Civil Unlimited Category: Tortious Interference

Date Filed: 2025-05-12 Location: Stanley Mosk Courthouse - Department 30

Reservation

Case Name: MATTHEW R. WALSH vs ROKOKO ELECTRONICS	Case Number: 25STCV13828
Type: Motion for Summary Judgment	Status: RESERVED
Filing Party: Matthew R. Walsh (Plaintiff)	Location: Stanley Mosk Courthouse - Department 30
Date/Time: 07/01/2025 8:30 AM	Number of Motions: 1
Reservation ID: 595480534971	Confirmation Code: CR-I5DXYUXFWMYCSFAYU

Fees

Description	Fee	Qty	Amount
Motion for Summary Judgment	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount: \$0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

[Print Receipt](#)

[Reserve Another Hearing](#)

[View My Reservations](#)

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/05/2025 9:38 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Hung, Deputy Clerk

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
(661) 644-0012
Plaintiff In Pro Per,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387,

Plaintiff In Pro Per,

vs.

ROKOKO ELECTRONICS
(AND DOES 1 THROUGH 50, INCLUSIVE)
31416 AGOURA RD STE 118
WESTLAKE VILLAGE, CA
91361

Defendant

Case No.: 25STCV13828

NOTICE OF MOTION AND MOTION FOR
SUMMARY JUDGMENT
IN LIEU OF DEFAULT

Assigned to dept. 30
Judge: Hon. Dean J. Kitchens
Hearing Date: 07/01/2025
Hearing Time: 8:30AM
Reservation ID: 595480534971

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT

IN LIEU OF DEFAULT

Plaintiff respectfully moves for summary judgment on all causes of action pursuant to Code of Civil Procedure § 437c(c). Defendant is in default, making trial unavailable. However, Defendant is domiciled in Denmark, which does not recognize U.S. default judgments, rendering it unenforceable. Plaintiff instead moves for summary judgment on the merits. As set forth

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1 below, there are no triable issues of material fact, and Defendant's own admissions satisfy the
2 legal elements required across all independent causes.

3
4
5 **DEFENDANT HAS APPEARED, NOT ANSWERED AND IS IN DEFAULT**
6 **MOTION SUMMARY IS APPROPRIATE OVER DEFAULT JUDGMENT**
7

8
9 Defendant has been aware of litigation -- or the high probability thereof -- since at least
10 December 2024. Defendant has been actively engaged in these related legal matters since March
11 2025. Defendant had made a general appearance in this case as of May 5th, 2025 yet has failed to
12 file any responsive pleading. Defendant at this time is in procedural default.
13

14
15 **DEFAULT JUDGMENT WOULD PREJUDICE PLAINTIFF**

16 Plaintiff does not seek to shortcut trial by summary judgment. As Defendant is in default; no trial
17 would occur, thus this motion is not a shortcut. Plaintiff is choosing the harder path to instead
18 obtain a judgment on the merits and evidence of the case; for the sole purpose of obtaining a
19 judgment enforceable internationally as to hold Defendant accountable through facts, not
20 forfeiture; as Defendant's domicile does not recognize U.S. procedural default as enforceable:
21

22
23 *“Courts may be reluctant to enter default judgments against foreign defendants when such*
24 *judgments may be unenforceable abroad. A summary judgment, which demonstrates a decision*
25

26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 *on the merits, is often more appropriate.” (Bano v. Union Carbide Corp., 273 F.3d 120, 123 (2d*
2 *Cir. 2001))*

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 “A judgment of a court of competent jurisdiction, based on a hearing of both parties, is
2 presumed to be conclusive internationally. A default judgment may not carry such weight.”

3 (*Hilton v. Guyot*, 159 U.S. 113 (1895))

4
5 “In some instances, courts have converted a motion for default into a motion for summary
6 judgment when the record supported such treatment and a more enforceable judgment was
7 desired.” (*Wright & Miller, Federal Practice and Procedure* § 2697)

8
9
10 **PLAINTIFF REQUESTS EARLY MSJ FILING INSTEAD OF DEFAULT**

11 As default has been achieved procedurally, Plaintiff humbly requests, pursuant to CCP § 437c(a),
12 leave of Court to file a motion for summary judgment prior to the 60-day appearance threshold,
13 given:

- 14
15
16 1) The date of procedural default having occurred and passed.
17 2) Defendant’s general appearance,
18 3) Defendant’s ongoing refusal to engage with the Court, and
19 4) Plaintiff’s urgent need for a merits-based judgment for enforceability abroad.
20

21
22 In the alternative, should the Court deny this request, Plaintiff asks that the attached motion be
23 held in abeyance or stayed until such time it may be deemed appropriate to the rule of law.
24

25
26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

SUMMARY JUDGMENT SHOULD BE GRANTED ON EACH CAUSE OF ACTION

1 There is no triable issue of material fact as to the essential elements of the following claims. The
2 undisputed facts establish that:

3
4
5 **1. FIRST CAUSE OF ACTION: TORTIOUS INTERFERENCE WITH ECON. ADV.**

- 6 a. Defendant engaged in intentional and wrongful conduct designed to disrupt Plaintiff's
7 existing and prospective economic relationships.
8
- 9
10 b. Plaintiff had a valid and ongoing economic relationship with dozens of third parties
11 which was disrupted (Exhibits 107-125)
12
- 13
14 c. Plaintiff has suffered; and will continue to suffer great economic harm as a direct
15 result of Defendant's deliberate and intentional interference. Time is of the essence.
16
- 17
18 d. Defendant continues to act with malice and tortious interference, even after being
19 notified of it's legal application to the events specifically (Exhibit 170)
20
- 21
22 e. Defendant acknowledged the intentional and wrongful conduct by making express
23 admissions: denying song-beverly compliance as a coercive lever to be used as a
24 sword and a shield from legal liability in this action. (Exhibit 166)
25
26

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 f. As Defendant has appeared, refused to answer or contest the merits, has defaulted in
2 this matter, no triable issue exists; and as Defendant has made express admissions to
3 the facts herein: pursuant to Code Civ. Proc. § 437c(c) Plaintiff is entitled to
4 judgment as a matter of law: *“Summary judgment must be granted when a party
5 admits all elements of the opposing party’s claim”*.
6

7
8 **2. SECOND CAUSE OF ACTION: VIOLATIONS OF SONG-BEVERLY ACT**

9 a. Defendant was aware, and made aware by Plaintiff at all times the requirements and
10 duties thereof under the Song-Beverly Act. And has made express admissions that
11 they do not, and will not comply with multiple provisions of Song-Beverly. (Mot. Ex
12 A), (Compl. Exhibits 127, 129, 133, 166)
13

14
15 b. Defendant has intentionally refused relief to Plaintiff under the law and has made
16 express admissions to the same. (Mot. Ex A), (Compl. Exhibits 127, 129, 133, 166)
17

18 c. As Defendant has appeared, refused to answer or contest the merits and has defaulted
19 in this matter, no triable issue exists; and as Defendant has made express admissions
20 to the facts herein: pursuant to Code Civ. Proc. § 437c(c) Plaintiff is entitled to
21 judgment as a matter of law: *“Summary judgment must be granted when a party
22 admits all elements of the opposing party’s claim”*.
23
24

25
26 **3. THIRD CAUSE OF ACTION: FALSE ADVERTISING**

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

- 1 a. Defendant advertises their equipment and services with a 1-year warranty (Compl.
2 Exhibit 61-63), and in hidden contract terms post-sale revokes those rights declaring
3 the goods “without warranty of any kind”, “as-is” (Compl. ¶ 29-30) which is
4 prohibited under People v. Dollar Rent-A-Car
5
6 b. Defendant attempts to contract their way out of liability from false advertising
7 (Compl. ¶ 31) making express admissions to (3)(a),(b)
8
9
10 c. As Defendant has appeared, refused to answer or contest the merits and has defaulted
11 in this matter, no triable issue exists; and as Defendant has made express admissions
12 to the facts herein: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to
13 judgment as a matter of law: “*Summary judgment must be granted when a party*
14 *admits all elements of the opposing party’s claim*”.

15
16
17 **4. FOURTH CAUSE OF ACTION: DECEPTIVE BUSINESS PRACTICES**

- 18 a. Defendant unilaterally modifies their terms and conditions to override consumer
19 protection, privacy and copyright laws without mutual assent or notice, one of which
20 changed 67 times (Compl. ¶ 35) with only one notice sent in 5 years (Compl. ¶ 36),
21 (Compl. Exhibits 103, 169) a clear violation of DMCA §1202(a) and CA Code Regs.
22 Tit 10 Sec 6452. Further, *Douglas v. Talk America* affirms that lack of notice
23 invalidates assent.
24
25
26

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 b. Defendant made express admissions to (4)(a) and demands that consumers, such as
2 Plaintiff, do not use their paid-in-full equipment and services if they do not accept the
3 unconscionable and deceptive terminology: *“If a party uses its superior bargaining
4 power to impose oppressive terms, courts may find unconscionability or coercion.”* –
5 *(Tarquin v. MyUncleTV, Inc. (2022) 82 Cal.App.5th 209:)* and *“Duress by economic
6 pressure may be wrongful, and thus actionable, even if the party exerting the pressure
7 is pursuing a legal right.”* – *(Rich & Whillock, Inc. v. Ashton Development, Inc.
8 (1984) 157 Cal.App.3d 1154, 1159:)*

10
11 c. As Defendant has appeared, refused to answer or contest the merits and has defaulted
12 in this matter, no triable issue exists; and as Defendant has made express admissions
13 to the facts herein: pursuant to Code Civ. Proc. § 437c(c) Plaintiff is entitled to
14 judgment as a matter of law: *“Summary judgment must be granted when a party
15 admits all elements of the opposing party’s claim”*.

17
18 **5. FIFTH CAUSE OF ACTION: UNFAIR COMPETITION**

19 a. This claim is derivative. Plaintiff has shown at least three statutory violations (Song-
20 Beverly, CLRA, and DMCA). That alone satisfies the “unlawful” prong of §17200.
21 Violating any law such as SONG-BEVERLY (Right to Repair Law (Cal. Civ. Code
22 §§ 1792–1793.03) automatically triggers CA BPC 17200, which prohibits any
23 unlawful or fraudulent business act or practice.
24
25
26

1 b. As Defendant has appeared, refused to answer or contest the merits and has defaulted
2 in this matter, no triable issue exists; and as Defendant has made express admissions
3 to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. §
4 437c(c)) Plaintiff is entitled to judgment as a matter of law: *“Summary judgment must
5 be granted when a party admits all elements of the opposing party’s claim”*.
6

7
8 **6. SIXTH CAUSE OF ACTION: VIOLATION OF CLRA**

9 a. The CLRA prohibits *“unfair methods of competition and unfair or deceptive acts or
10 practices”* in the sale or lease of goods to consumers. (Cal. Civ. Code § 1770(a)).
11 *“The statute is remedial in nature and must be “liberally construed” to protect
12 consumers. (Wang v. Massey Chevrolet, 97 Cal.App.4th 856, 869 (2002)).*
13

14
15 b. Plaintiff is a “consumer” under CLRA § 1761(d), and Defendant’s conduct violates at
16 least four distinct subsections of § 1770(a)

17
18 c. Plaintiff provided notice under § 1782(a) via personal service on or about May 14th,
19 2025. Defendant failed to correct or cure the violations. The misrepresentations were
20 material and deceptive, satisfying both statutory requirements and common law
21 elements under Colgan v. Leatherman Tool Group (135 Cal.App.4th 663, 682
22 (2006)).
23
24

1 d. Defendant has made express admissions to the facts under this claim reiterated in the
2 2nd, 3rd, 4th, 7th, 8th, 9th, 10th, 11th and 12th causes of action.

3
4 e. As Defendant has appeared, refused to answer or contest the merits and has defaulted
5 in this matter, no triable issue exists; and as Defendant has made express admissions
6 to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. §
7 437c(c)) Plaintiff is entitled to judgment as a matter of law: *“Summary judgment must*
8 *be granted when a party admits all elements of the opposing party’s claim”*.
9

10
11 **7. SEVENTH CAUSE OF ACTION: MISAPPROPRIATION OF I.P.**

12 a. Plaintiff has provided undisputable evidence that the intellectual property contains
13 metadata (Compl. ¶ 50), of which Defendant admits to in writing to stripping from
14 the animations to “anonymize” it and sell it to third parties (Compl. ¶ 58). *“DMCA*
15 *liability attaches if metadata was removed with the knowledge that it would conceal*
16 *infringement.” – (Stevens v. CoreLogic, Inc. (899 F.3d 666))*
17

18
19 b. Defendant has made numerous express admissions against interest admitting to the
20 actions described herein (Compl. Exhibits 79, 82, 82, 83, 86) as well as (Compl. ¶ 45,
21 47, 64)
22

23
24 c. Defendant used misappropriated IP from Plaintiff (Mot. Ex’s: S, T) and other users
25 to develop Rokoko Care (“The Parallel Company”), then sold 22% to Trifork and
26

1 shares to municipalities in or around June 2024 (Mot. Ex P). Trifork’s materials
2 confirm the IP source was Defendant (Mot. Ex N). No terms regarding IP existed
3 until March 2025 (Mot. Ex H, Q, Q.1, Q.2), and no users were notified—proving
4 willful infringement long before any disclosure (Mot. Ex T)

5
6 d. Defendant’s own website on or about May 15th, 2025 shows a live counter which
7 updates daily (Mot. Ex F). This is an express admission proving Defendant transmits,
8 collects, stores, aggregates and enumerates user-created content; and admits it came
9 from their global community of users. This is an evidentiary admission.
10

11
12 e. As Defendant has appeared, refused to answer or contest the merits and has defaulted
13 in this matter, no triable issue exists; and as Defendant has made express admissions
14 to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. §
15 437c(c)) Plaintiff is entitled to judgment as a matter of law: *“Summary judgment must*
16 *be granted when a party admits all elements of the opposing party’s claim”*.
17
18

19
20 **8. EIGHTH CAUSE OF ACTION: INTELLECTUAL PROPERTY INFRINGEMENT**

21
22 a. Plaintiff’s intellectual property (Mot. Ex S) has been qualified in (Addendum A) and
23 has met all four prongs of the infringement analysis, including registration,
24 originality, and unauthorized use (Mot. Ex T)
25

- 1 b. Defendant has made numerous express admissions against interest proving intent to
2 misappropriate and intent to commercialize upon the misappropriated intellectual
3 property (Compl. Exhibits 79, 82, 82, 83, 86) as well as (Compl. ¶ 45, 47, 64) and
4 actually profited from those statements through VC investor funding.
5
6 c. Defendant contracts himself from liability specifically for “non-infringement”;
7 showing corporate-level awareness of the action, qualifying this as an express
8 admission. (Mot. Ex G)
9
10
11 d. As Defendant has appeared, refused to answer or contest the merits and has defaulted
12 in this matter, no triable issue exists; and as Defendant has made express admissions
13 to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. §
14 437c(c)) Plaintiff is entitled to judgment as a matter of law: *“Summary judgment must*
15 *be granted when a party admits all elements of the opposing party’s claim”*.
16
17

18 **9. NINTH CAUSE OF ACTION: VIOLATION OF DMCA § 1202**
19

- 20
21 a. Plaintiff has provided indisputable evidence which shows the intellectual property in
22 question (Compl. ¶ 70) and (Compl. Exhibits 141, 142) and that it contains
23 identifiable metadata; inserted at the time of creation by Defendant’s software and
24 express admissions within terms of service where Defendant admits to
25 “anonymizing” that data (Compl. ¶ 72). Further, (Compl. Video Exhibit 174)) shows
26

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

the process happening in real-time. The burden under Stevens v. CoreLogic is met.

b. Defendant has made express admissions against interest in (Compl. ¶ 45, 50, 72), (Compl. Exhibits (78-87, 169))

c. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. § 437c(c) Plaintiff is entitled to judgment as a matter of law: *“Summary judgment must be granted when a party admits all elements of the opposing party’s claim”*.

10. TENTH CAUSE OF ACTION: UNCONSCIONABLE TERMS Civ. Code § 1670.5

a. Defendant reserves the right to change the contract at any time, while simultaneously demanding arbitration (Compl. ¶ 80) an action ruled unconscionable through the findings in (*Harris v. Blockbuster Inc., 622 F. Supp. 2d 396 (N.D. Tex. 2009)*)) which state *“Because Blockbuster reserves the right to change the contract at any time without notice, the contract is illusory and the arbitration provision unenforceable.”*

1. Plaintiff has provided indisputable evidence (Compl. ¶ 74-80) as well as (Compl. Ex 169) which in themselves are both simultaneously unconscionable terms and

Defendant’s express admissions against interest. Defendant wrote, approved and published those terms and so they are an express admission against interest.

b. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to judgment as a matter of law: “*Summary judgment must be granted when a party admits all elements of the opposing party’s claim*”.

11. ELEVENTH CAUSE OF ACTION: FRAUDULENT INDUCEMENT TO CONTRACT AND PURCHASE

a. Defendant created, used and still relies upon misstatements designed to induce purchase, including self-nullifying warranty promises (*see Third Cause of Action*), claims of hardware quality, inflated staff sizes (Mot. Ex s B-B.2), inflated customer counts in advertising materials (Mot. Ex s C-C.4), and claims of worldwide office locations which do not exist (Mot. Ex D). Defendant still to this day makes identical and additional false statements (Compl. Ex 74, 69, 61) and still today tries to contract his way out of liability for anyone who relies on them (Compl. Ex 12).

b. Defendant’s admissions during ODR and in investor decks further corroborate these misrepresentations. This meets the standard under *Lazar v. Superior Court.*; Civ.

Code § 1710(3) allows claims for fraud through “*concealment of a material fact*”

1 *which the party is bound to disclose.”*

2
3 c. The unconscionable terms provided by Defendant shows clear willful intent to
4 defraud Plaintiff and consumers alike of their time, money and most importantly
5 rights (Mot. Ex H) which are immutable without assent, under the rule of law.

6 *“A defendant's intent to defraud is inferred if the misrepresentation was made with*
7 *reckless disregard for its truth.” Lazar v. Superior Court (12 Cal.4th 631)*

8
9
10 *“A knowingly false statement made to a third party with intent to induce reliance may*
11 *support a fraud claim even if the misrepresentation was not made directly to the*
12 *plaintiff.” (Apollo Capital Fund v. Roth Capital Partners, 158 Cal.App.4th 226*
13 *(2007))*

14
15
16 *“It is not necessary that every consumer actually relied... only that the representation*
17 *was likely to deceive.” (People v. Dollar Rent-A-Car, 211 Cal.App.3d 119)*

18
19
20 d. Defendant made an express admission against interest (Compl. Ex 86) in which they
21 stated: *“What we can admit to... is to historically have been overly optimistic about*
22 *our growth projections...”* in response to knowingly and materially false statements
23 made to consumers and investors regarding the **present state** of their company.

1 e. As Defendant has appeared, refused to answer or contest the merits and has defaulted
 2 in this matter, no triable issue exists; and as Defendant has made express admissions
 3 to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. §
 4 437c(c)) Plaintiff is entitled to judgment as a matter of law: *“Summary judgment must
 5 be granted when a party admits all elements of the opposing party’s claim”*.
 6

7
 8 **12. TWELTH CAUSE OF ACTION: ILLEGAL DEPLOYMENT OF CODE PRIVACY**
 9 **VIOLATIONS CFAA§ 1030, Cal. Penal § 502,**

10
 11 a. Plaintiff has shown in (Compl. Ex 49) that Defendant has installed a backdoor into
 12 their software which allows them to send JavaScript code remotely from their server
 13 to Plaintiff’s machine. Defendant’s software is desktop-based, not web-based.
 14 JavaScript is not natively executable except if intentionally developed to do so.
 15

16
 17 b. Plaintiff has illustrated extensively in (Compl. ¶ 82) and (Compl. Exhibits 56, 35, 36,
 18 38, 53, 30, 31, 32, 33) that Defendant has committed privacy violations under Civil
 19 Code § 1798.120 which states *“(a) A consumer shall have the right, at any time, to
 20 direct a business that sells or shares personal information about the consumer to
 21 third parties not to sell or share the consumer’s personal information. This right may
 22 be referred to as the right to opt-out of sale or sharing. (b) A business that sells
 23 consumers’ personal information to, or shares it with, third parties shall provide
 24 notice to consumers... that this information may be sold or shared and that consumers
 25
 26*

1 *have the “right to opt-out” of the sale or sharing of their personal information.”*

2
3 c. Defendant provides no such opt-in or opt-out of any sharing of data as required by
4 Civil Code § 1798.120 (Compl. Exhibits 159 – 164) and further shows that Defendant
5 knew at all times opt-in/out-out were a requirement and thusly built that functionality
6 into their systems (Compl. Ex 41) (Compl. ¶ 49) and yet has hidden this feature away
7 from Plaintiff and other consumers purposefully.
8

9
10 d. Defendant made an implied admission against interest, as defined under Federal Rule
11 of Evidence 801(d)(2), through its conduct. Specifically, Defendant unilaterally
12 introduced new terms—without mutual assent—stating that users have no ability to
13 opt out of intellectual property misappropriation, removal of metadata, or resale of
14 their intellectual property to third parties. Instead, Defendant requires users to cease
15 use of products that were already purchased and owned free of such terms and
16 conditions if they do not comply. (See Compl. Ex 169)
17

18
19
20 *“Admissions may be implied from a person's conduct or demeanor.” (State v. Tilley,*
21 *292 N.C. 132 (1977))*

22
23 e. As Defendant has appeared, refused to answer or contest the merits and has defaulted
24 in this matter, no triable issue exists; and as Defendant has made express admissions
25 to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. §
26

1 437c(c)) Plaintiff is entitled to judgment as a matter of law: *“Summary judgment must*
2 *be granted when a party admits all elements of the opposing party’s claim”*.

3
4 **13. TWELTH CAUSE OF ACTION: FRAUDULENT MISREPRESENTATION**

5
6 a. Plaintiff has demonstrated that Defendant operates two distinct investment vehicles
7 (Mot. Ex. T) Rokoko (“Defendant”) and Rokoko Care (“The Parallel Company”),
8 both located at the same office address, with commingled and interwoven assets
9 (Mot. Ex’s I-O, T), (Compl. Exhibits 134, 144) that only began separating post-
10 litigation (Mot. Ex M.1, T), identical staff, identical ownership and shared
11 intellectual property; yet, both collect VC investment money from each vehicle
12 independently for the same intellectual property.
13
14

15
16 *“Among the many factors to be considered in applying the doctrine are the*
17 *commingling of funds and other assets of the two entities, the holding out by one*
18 *entity that it is liable for the debts of the other, the identical equitable ownership in*
19 *the two entities, the use of the same offices and employees, the use of one as a mere*
20 *shell or conduit for the affairs of the other, inadequate capitalization, disregard of*
21 *corporate formalities, lack of segregation of corporate records, and identical*
22 *directors and officers.” (210 Cal.App.2d 825 (1962))*
23
24
25
26

1 b. Plaintiff has demonstrated that Defendant operates false-fronts to confuse and deceive
2 investors and consumers alike. Defendant as early as 2016 has claimed they are
3 foremost based in San Francisco and still claim to this day to have offices in
4 Copenhagen (Compl. Exhibits 65, 66, 67, 68), Athens (Compl. Exhibits 71, 72, 73),
5 Los Angeles (Compl. Ex 73) as well as San Francisco (Compl. Exhibits 69, 70).
6 Defendant, to this day, further claims they have “teams” at these major-city
7 worldwide locations (Compl. Ex 74). Defendant claims to have 80 employees yet
8 their financial reports state only 45 as of 2023 (Compl. Ex 101). Statements that were
9 made to investors in a pitch deck that raised \$3M in 2021 and cites raising \$7M in
10 2019, \$3M in 2022, \$25M in 2023 (Compl. Ex 86)

11
12
13
14 c. Plaintiff has demonstrated that Defendant sells their products on false pretenses.
15 Investors and consumers both believe the company has equipment readily for sale
16 (Compl. Exhibits 2, 4, 5, 6, 22, 23, 24) yet Defendant simply collects funds, misleads
17 consumers about shipping dates, refuses refunds (Compl. Exhibits 2, 4, 13, 15, 22)
18 and waits until financially viable to execute production runs of non-existent products
19 (Exhibit R); while simultaneously collecting investor money and re-allocating within
20 categories in false financials.
21

22
23 d. Plaintiff’s indisputable evidence satisfies all 4 prongs of qualification for fraud;
24 enabling Plaintiff to sue Defendant under this cause of action. (California Civil Jury
25 Instructions (CACI) No. 1900, Lazar v. Superior Court (1996) 12 Cal.4th 631, 638)
26

and California Civil Code § 1710.

e. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to judgment as a matter of law: *“Summary judgment must be granted when a party admits all elements of the opposing party’s claim”*.

14. **THIRTEENTH CAUSE OF ACTION: FRAUDULENT CONCEALMENT**

Plaintiff has met the five prongs required for fraudulent concealment insomuch that:

- a. **The defendant concealed or suppressed a material fact.** – During litigation on May 1st (the day of Arbitration), Defendant spoliated the terms and conditions found at the heart of this matter (Video exhibit 172) and tampered with archival evidence by removing all history of this one page from the WayBackMachine.
- b. **The defendant had a duty to disclose it.** – As litigation had begun, Defendant had a duty to preserve all evidence. (*Cedars-Sinai Medical Center v. Superior Court* (1998) 18 Cal.4th 1, 12)
- c. **The concealment was intentional.** – The evidence in question is central to Plaintiff’s case, and without it in existence, would severely prejudice the case in Defendant’s

1 favor. Further, Defendant spoliated the evidence again on May 14th (the day they
2 were officially served) by restoring the terms. Lastly, on May 21st 2025, after being
3 made aware of spoliation claims, Defendant had edited the website and caused the
4 WayBackMachine archive to become unblocked and the page began being indexed
5 again (Mot. Ex. V) signifying a consciousness of guilt.
6

7
8 **d. The plaintiff was unaware and acted reasonably** – As litigation had begun, any
9 time fraudulent concealment or spoliation was evident, Defendant documented
10 accordingly.
11

12
13 **e. The plaintiff suffered damages as a result** – Plaintiff’s case against Defendant was
14 prejudiced by lacking evidence required to fortify the causes of action herein beyond
15 any doubt.
16
17
18
19
20
21
22
23
24
25
26

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court find this motion for summary judgment in his favor.

1. Allow Plaintiff to pierce the corporate veil and hold DOES 1 through 50 directly responsible for satisfaction of this judgment and;
2. Enter summary judgment against Defendant for the satisfied causes of action herein and;
3. **Award Plaintiff any and all appropriate damages to be determined prior to or during hearing** as Defendant profited from Plaintiff's unreleased work while obstructing its completion — directly causing commercial harm, production delays, and significant financial loss. And;
4. Order Defendant to immediately make Plaintiff whole by providing equipment as demanded in prior communications (Compl. Ex 165) without further delay.

Dated this 5th of June, 2025:



Matthew R. Walsh
Plaintiff In Pro Per

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

ADDENDUMS

Addendum A:

Supporting Authorities and Citations: Intellectual Property qualification:

1) 17 U.S.C. § 102 defines that automatic copyright protection is afforded to original works of authorship fixed in any tangible medium of expression. The statute identifies specific types of protected works such as: dramatic works, pantomime and choreographic works (17 U.S.C. § 102(a)(4)) and motion picture works (17 U.S.C. § 102(a)(4)/(6). Copyright is automatic and does not require registration with any such office.

“Unregistered copyrights can be protected under state law through conversion or misappropriation claims — unless they are preempted and only about copying.” (Del Madera Properties v. Rhodes & Gardner, 820 F.2d 973, 977 (9th Cir. 1987))

2) Plaintiff has no need to prove if Defendant actually used his work, only that it was misappropriated, which was substantially proven in (Compl. Exhibits 78 - 87) and (Compl. Video exhibits 171 and; 173 at 12:13). Confidential works of art protected by NDA are “trade secrets”: *“A plaintiff may recover damages for misappropriation of trade secrets even if the defendant did not use the trade secrets, as long as the plaintiff can show that the defendant acquired the trade secrets through improper means.” (Ajaxo Inc. v. E*Trade Financial Corp., 187 Cal.App.4th 1295 (2010))*

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

Timeline of events

9 pages total.

EXHIBIT A

Timeline of events.

Date	Description	Notes	Exhibits
2019	D raises \$7M in VC funding	D raises \$7M in VC funding	86
9/1/2020	P purchases suits from D, suit is defective. D replaces it.		
12/2020	P's gloves arrive and the suit can finally be used.		
9/19/21	D's gloves begin disintegrating.		
2021	D raises \$3M in VC funding	D raises \$3M in VC funding	86
10/13/22	P attempts to get parts: a new hub for one of the suits after it won't power on. D declines to sell parts.	<u>Song-Beverly Violation</u>	
10/22/22	P rents new equipment. D says "we wish you the best for your on-going project"		
2022	D raises \$3M in VC funding	D raises \$3M in VC funding	86
3/26/23	D releases a mandatory firmware update. P has no choice, installs it, the equipment fails.	D releases mandatory firmware, bricks P's equipment.	
3/28/23	P notifies D that the sensors failed after updating firmware. D offers remote support. D leaves technical tools on P's computer along with some firmware files.		
4/7/2023	D (in Greece) provides online support, deems the issue "a cabling issue" and sells cables.	<u>DECEPTIVE B.P.:</u> D blames cables despite software notifying them it is sensors. Offers no fix.	57
4/7/2023	D (in Greece) sends bank account information for Santa Clara-based Silicon Valley Bank.	Foreign entity affirming domestic jurisdiction	
8/28/23	P required both suits to operate, notifies D that the wires did not solve the problem and all sensors are stuck in boot modes. P blames the firmware update. D requests logs again. P complies. Communication ends.		

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1	8/28 – 1/1	P uses D’s technical tools to restore to the old firmware, eventually fixing the suits.	P repairs suits himself.	
2	2023	D raises \$25M in VC funding	D raises \$25M in VC funding	86
3	1/9/24	D releases a firmware which the internal dev notes say “Important: this breaks compatibility with older hub + glove FW’s”	SABOTAGE: D intentionally releases suit destroying firmware	47
4				
5	3/30/24	P contacts D and states he does not have time to deal with them and suit repairs anymore. Requests a quote for D to repair. D does not respond.		
6				
7	4/24	Redditors complain D said the equipment is EOL and will not repair under warranty. No notification provided to anyone.	D refuses in-warranty repair 6 months before EOL.	
8				
9	6/12/24	Trifork Investments acquires 22% of the parallel company, D is now worth \$80M	Trifork Investments acquires 22% of the parallel company, D is now worth \$80M	
10				
11	6/13/24	P contacts D and requests a follow up as the last communication was 8/28/23.		
12				
13	6/14/24	D states P’s equipment is now no longer under warranty despite their failures to repair for nearly 2 years.	<u>Song-Beverly Violation: D refuses repair</u>	
14				
15	thru	P uses D’s tools they provided him to restore old firmware onto the suits. They power on and work.	P fixes suits himself.	
16				
17	7/22/24	D issues a mandatory firmware update for P’s suits. The firmware bricks P’s suits again.	D releases suit bricking-firmware as a mandatory update.	
18				
19	7/24/24	P contacts D and explains the sensors for both suits have bricked due to the firmware update. D responds as if they have no record of P’s ongoing issues.		
20				
21	7/25/24	D requests log files again. P complies. D never responds.		
22				
23	9/27/24	D contacts P and states the equipment is reaching the end of	D states the suits are EOL 10/1	
24				

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

	it's lifecycle and will no longer be supported on October 1 st , 2024.		
9/27/24	P and D converse in near real-time via e-mail and D states "the suit is officially no longer supported" with 4 days remaining of warranty.	<u>Warranty fraud/Song-Beverly Violation: D refuses repair within warranty window.</u>	
9/27/24	P requests parts as D refuses to repair. D refuses parts.	<u>Song-Beverly Violation: D refuses parts.</u>	
11/13/24	P uses an old e-mail with service/support and responds with information hoping D will repair the suits.		
11/18/24	D's system indicates they have closed P's support ticket for repair. P responds and again requests repair.		
11/20/24	D ("Dan") responds and states "the original smartsuit is no longer supported. This means we will not be able to offer a repair service for your suit". D offers a discount of \$750 off new equipment.	<u>Song-Beverly Violation: D declines repair</u>	
11/20/24	P request parts, D refuses and states they do not offer parts any longer. D offers a discount of \$750 off new equipment.	<u>Song-Beverly Violation: D refuses parts</u>	
11/21/24	D states they no longer even make sensors or hubs.	<u>Song-Beverly Violation: D refuses parts</u>	
11/24/24	D ("Ilias") responds and states "we are no longer providing technical support for this model and thus, we cannot repair your smartsuit pro 1 even with the cost mentioned". D offers a discount on new equipment.	<u>Song-Beverly Violation: D refuses repair</u>	
11/21/24	P states to D he cannot afford to replace the equipment. Asserts Song-Beverly statutes and kindly requests repair.		
11/24/24	D sends an automated e-mail survey stating "we have identified	Proof of early telemetry transfer.	

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

	you as one of our loyal customers still using our original software”		
11/25/24	D offers a discount of \$800 off new equipment instead of repair, parts or replacement. P declines and states he just wants his investment to work.	<u>Song-Beverly Violation: D refuses any remedy</u>	
11/25/24	D claims P is incorrect about Song-Beverly and that it is not covered by consumer protection laws and that they would not comply. Offers an additional discount for new equipment. P declines and reasserts.	<u>Song-Beverly Violation: D refuses any remedy</u>	
12/14/24	D closes the support ticket for repair without offering any solution. P responds that he was waiting on a reply.		
12/17/24	D states they had no requests from P and tells P to confirm his shipping address for a new suit quote.		
12/17/24	P once again asserts Song-Beverly and states had they known D would never fix the equipment he would not have bought it. D never responds.	<u>Fraudulent Misrepresentation:</u> Reliance on false advertising/warranty terms.	
12/23/24	P reasserts Song-Beverly again, now asks D if you won’t conform to Song-Beverly, work together new suit pricing that is similar to repair as D previously stated.		
12/27/24	D states they will not comply with Song-Beverly and again states P is incorrect about his interpretation of the law. D states repair would now cost more than \$1,000 (opposed to a few hundred just months ago). D offers a discount of -\$1,300 towards new equipment.	<u>Song-Beverly Violation: D refuses any remedy</u>	
12/27/24	D sends a quote for new equipment.	<u>ESCALATION: P threatens legal recourse for the first time.</u>	

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1 2 3	1/9/25	P responds instead with the law again along with hypotheticals in which D would never support their product. P threatens legal recourse. D never responds	ESCALATION: P threatens legal recourse again	
4 5 6	2/9/25	D responds a month later and states they have sensors from an old defunct suit to provide to P in place of no parts/repair. P accepts apprehensively “sure thanks”	D offers used parts. Never again mentions them.	
7 8 9	2/20/25	D sends an e-mail to all customers in size 8 font, cursive stating they will now use and resell your intellectual property and if you do not agree, you must stop using your equipment.	Deceptive business practices, no assent on changing terms, unconscionable terms announced. Coercive statements made.	
10	2/24/25	D requests log files again from P.		
11 12	3/10/25	P tells D he has been in the hospital in and out and could not provide logs at this time.		
13 14 15	3/17/25	D and the Parallel Company were using the same single U.S.-Based server (75.2.70.75) for operations until this time. D moves the server to the Netherlands (80.158.4.195).	Proof emerges that D and Parallel Company were at all times the same enterprise with commingled/shared assets.	
16 17 18 19	3/22/25	D’s new terms of service go into effect. The terms change drastically including allowing misappropriation of IP, chilling access to Courts, liability shield for false advertising, warranty fraud claims and more.	<u>UNCONCIONABILITY: D</u> changes contract terms without assent.	
20 21 22	3/26/25	P states “you have the log files already”, D states “they are too old to use”.		
23 24 25	3/27/25	D sends an e-mail claiming they have 250,000 creators using their equipment. Current numbers today are claimed to be 50,000 in advertising.	False advertising, fraudulent inducement.	

26
27
28
NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1	3/29/25	P sends D log files, the log files clearly contain “sensor errors” and “hub errors” and “firmware errors. D never responds.		
2				
3	4/5/25	P drafts a small claims suit.		
4	4/7/25	P sends the suit to a service processor without filing it as a warning.		
5				
6	4/10/25	D is served the Complaint.	ESCALATION: Legal service satisfied.	
7	4/11/25	P contacts D and demands resolution by April 18th.	Hard date for resolution: April 18th, 2025	
8	4/15/25	D claims the suit just needs wires replaced, sends an invoice.	<u>WARRANTY FRAUD:</u> Blamed cables again, despite the software and logs stating there are sensor issues.	
9				
10				
11	4/15/25	P responds, stating that D has continually blamed cabling issues where it’s clear that sensors are the problem. P makes it clear his production is harmed and he is financially and professionally damaged.	Establishment of <u>tortious interference.</u>	
12				
13				
14				
15	4/16/25	D again states the logs show it’s a cabling issue. This is a blatant lie.	<u>WARRANTY FRAUD:</u> Blamed cables again knowing through telemetry and logs the sensors failed.	
16				
17				
18	4/16/25	D now offers to repair P’s suits after claiming they had no parts, no repair services, no possibility to repair. Suddenly, they now can. D offers \$800 off new equipment.	<u>Song-Beverly Violation: D refuses any remedy</u>	
19				
20				
21	4/16/25	P states he will not send the equipment in because if they have no parts, they cannot repair. P reiterates Song-Beverly. Reinforces April 18 th deadline.		
22				
23				
24	4/18/25	D misses the deadline for resolution. P appeals with emotional conviction and begging for help. D does not respond.	D misses the hard deadline for resolution	
25				
26				

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1	4/18/25	P files the suit against D and serves it upon them.	ESCALATION: D is served in the matter.	
2	4/23/25	P provides D a courtesy electronic copy of the summons and Complaint and once again offers a chance to resolve out of court.	P requests resolution outside of court.	
3				
4	4/24/25	D (“Mikkel”) reaches out to P and apologizes and requests that we find a mutual solution for resolution and provides a phone number.	COO gets involved.	
5				
6				
7				
8	4/24/25	P gives D a timeline of what transpired and makes it clear: there will be no discussion that does not include hardware replacement. P reiterates tortious interference claims.	P reiterates tortious interference claims, demands replacement hardware.	
9				
10				
11	4/25/25	P calls D twice at 1:30am forward U.S. time (9:30am Denmark time). P leaves two voicemails on D’s personal cell phone. D never calls back or acknowledges the call.	D refuses to answer the phone twice after requesting a call.	
12				
13				
14	4/28/25	P demands resolution: that D must ship the hardware replacement within 48 hours or P will escalate to full civil.	48 hour demand.	
15				
16				
17	4/28/25	D states they are looking for a lawyer and will not comply with Song-Beverly to avoid litigation.	D declines resolution	
18				
19	4/28/25	P joins Online Dispute Resolution (ODR) and notifies D that it is mandatory. P declares no further communication outside of ODR. P sets settlement for \$25,000	P joins ODR, demands no further communication outside. Demands \$25,000 settlement.	
20				
21				
22	4/29/25	D breaks no-contact order, declares a lawyer will review the case in coming days.	D breaks contact order.	
23				
24	4/29/25	D breaks no-contact order again and asks P to confirm previous orders and their amounts while simultaneously requesting if the list	D breaks contact order, requests order totals.	
25				
26				

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

	is exhaustive to limit possible damages going forward.		
5/1/25	D requests arbitration, P accepts	The parties enter arbitration	
5/1/25	P immediately states in Arbitration that he will settle the matter if D simply, within 48 hours has a live-video call with P and proves existence of the organization, staff and inventory. P raises settlement amount.	P demands 48 hour proof of operations	
5/1/25	D spoliates evidence, editing the terms and conditions page and removes WayBackMachine archival history. P raises settlement amount.	Spoliation occurs	
5/2/2025	ESCALATION: D states in ODR that he would be happy to comply with P's request, however, there is no inventory handled from the office; so inventory cannot be proven. D does not follow through with the call, instead, going on vacation over the weekend. P raises demand to \$6.5M	D admits no inventory, fails to prove operational existence of Rokoko. P raises demand to \$6.5M	
5/5/25	After missing the arbitration and ODR deadlines, P sends a full civil Complaint to D with 12 causes of action. P demands settlement now of \$6.5M.	P provides D the civil complaint.	
5/5/25	D responds by e-mail and claims they have never misappropriated IP, that Coco is a separate company but spun off with shared IP and tools, however, states they have commingled assets. D states they make no fraudulent representations and that the offices are real, P is mistaken. D now offers Song-Beverly.	D makes admissions against interest, now offers Song-Beverly repair, replace or refund.	
5/5/25	P dismisses the lawsuit #25CHSC00490. D goes back into	Case #25CHSC00490 dismissed by P.	

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

	ODR and attempts to get the arbiter to step in post-dismissal.		
5/5/2025	P states to D, "if you could have repaired or replaced you would have". P demands Song-Beverly replacement and states he will not drop any suit in exchange for replacement or repair. D does not respond.	Song-Beverly Violation	
5/5/2025	P demands hardware replacement, now with additional parts, components and software to make him whole. P demands it must be received by May 12 th	P makes hard date to resolve Song-Beverly: May 12 th	
5/6/2025	P places D on litigation hold.		
5/7/2025	D declares they have retained a law firm and that the law firm says they can win. D states the board of directors is behind them for trial. D makes two coercive statements and affirms they are purposefully causing tortious interference. Offers only 1:1 replacement of hardware on condition that the suit is dropped fully.	<u>D makes coercive statements.</u> Admits to tortious interference, retains law firm.	
5/7/2025	P demands no-contact going forward outside of their attorney, reinforces tortious interference and reiterates demand of May 12 th receipt of hardware.	P demands no contact, reiterates demand for replacement hardware May 12 th	
5/9/25	ESCALATION: P adds spoliation to the Complaint and files it.	P adds spoliation to Complaint and files it.	
5/12/2025	No hardware received by P, deadline passed.	Deadline ignored, no hardware received.	
5/14/2025	D is served in the civil case.	D served in the civil matter.	
5/14/2025	P provides color exhibits to D via e-mail, reinforces no contact order. Notifies D that he is willingly causing tortious interference.	D is provided with color exhibits.	
5/14/2025	D spoliates evidence (again). The terms are edited again and restored	<u>Spoliation</u> occurs x2	

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

	to their previous version. WayBackMachine archive still deleted.		
5/14/2025	Noticing the spoliation D places board members, investors on litigation hold		
5/18/2025	D adds a counter to their website which refreshes daily. The counter openly states the amount of intellectual property D has collected.	D makes express admission to misappropriating IP.	
5/21/2025	P e-mails Mikkel@cococare.io to see if the e-mail address is valid, countering D's claim that he does not work with that company and they are separate. It goes through successfully, does not bounce back.	P confirms D's e-mail address exists with the Parallel Company	
5/21/2025	Now aware of the spoliation claims, D edits the website once again; this time disabling the block from the WayBackMachine; which now indexes the page as if for the first time. It is the only page on D's website which has no Archive.org history (1,994 other pages were indexed since 2000).	Spoliation , disables WayBackMachine block.	

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.



NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Matthew R. Walsh

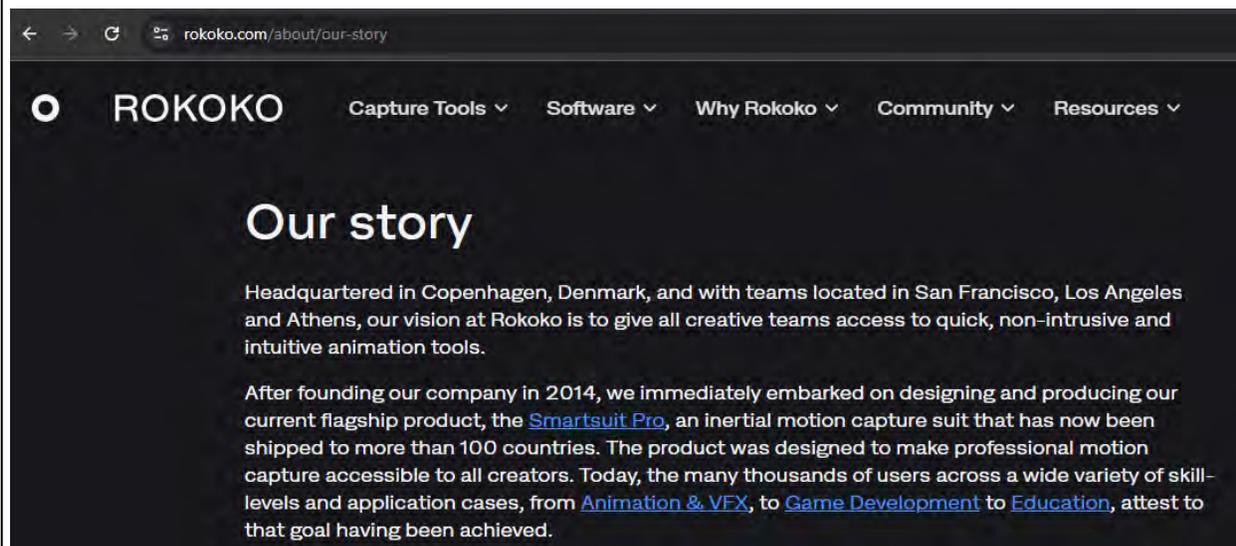
Plaintiff in pro per

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

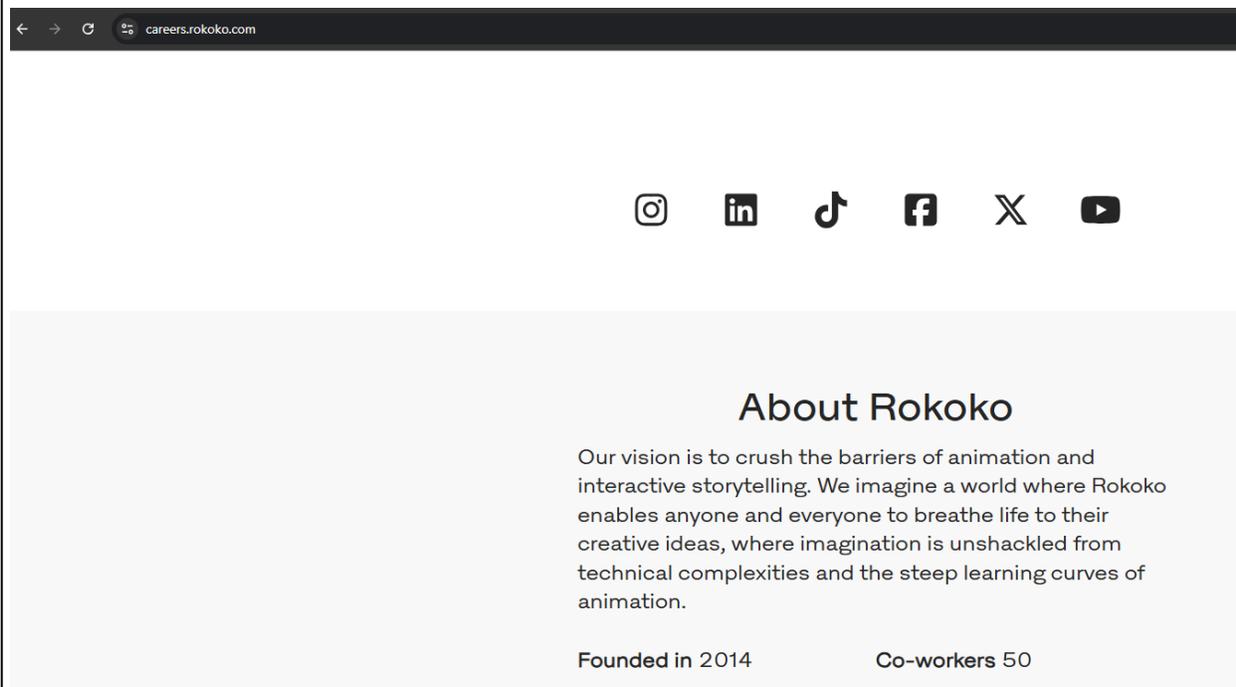
NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

EXHIBIT B

Defendant still claims false office locations and staff sizes as of 5/27/2025, but contradicts them on other pages:



Defendant states as of March 2025, they have 50 employees:



NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1 I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California
2 that this is a true and correct copy of a document I personally received, created, or obtained in
3 connection with this case, and it has not been altered.

4 Executed this 5th day of June, 2025 in Santa Clarita, California.



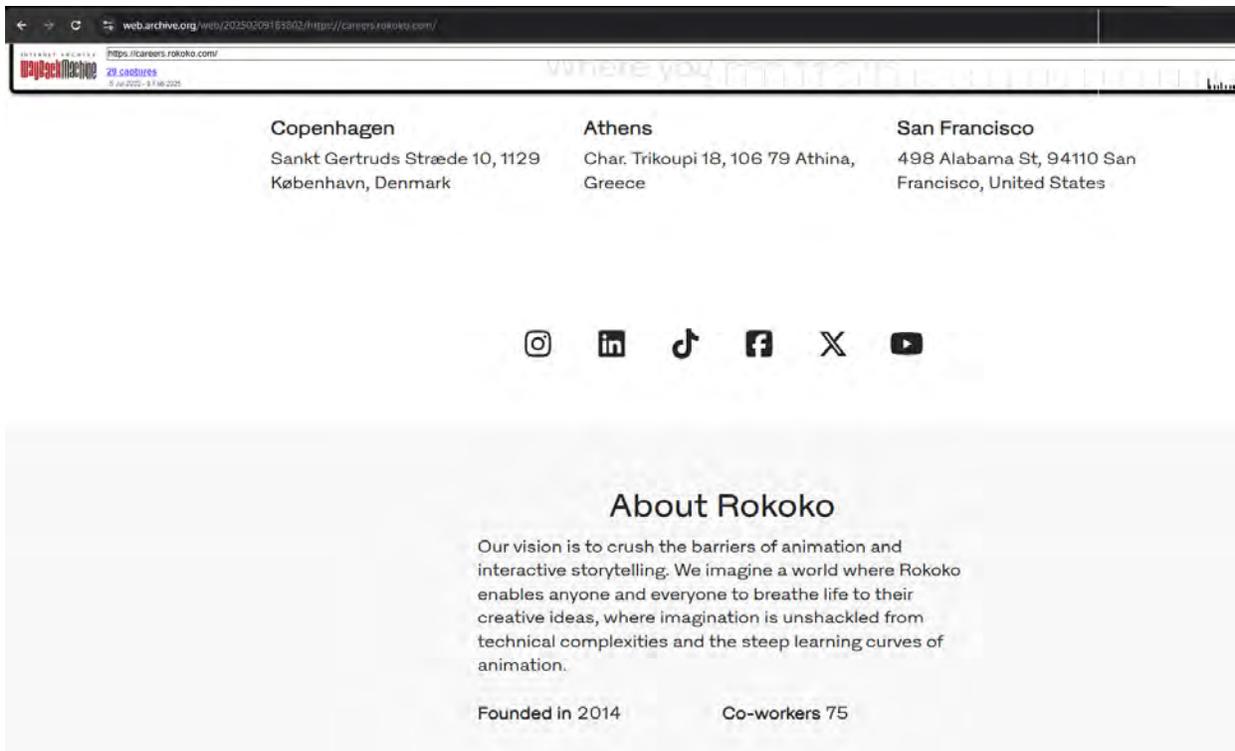
5
6
7
8 Matthew R. Walsh

9 Plaintiff in pro per
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

EXHIBIT B.1

Defendant in February 2025 stated they have 75 employees.



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

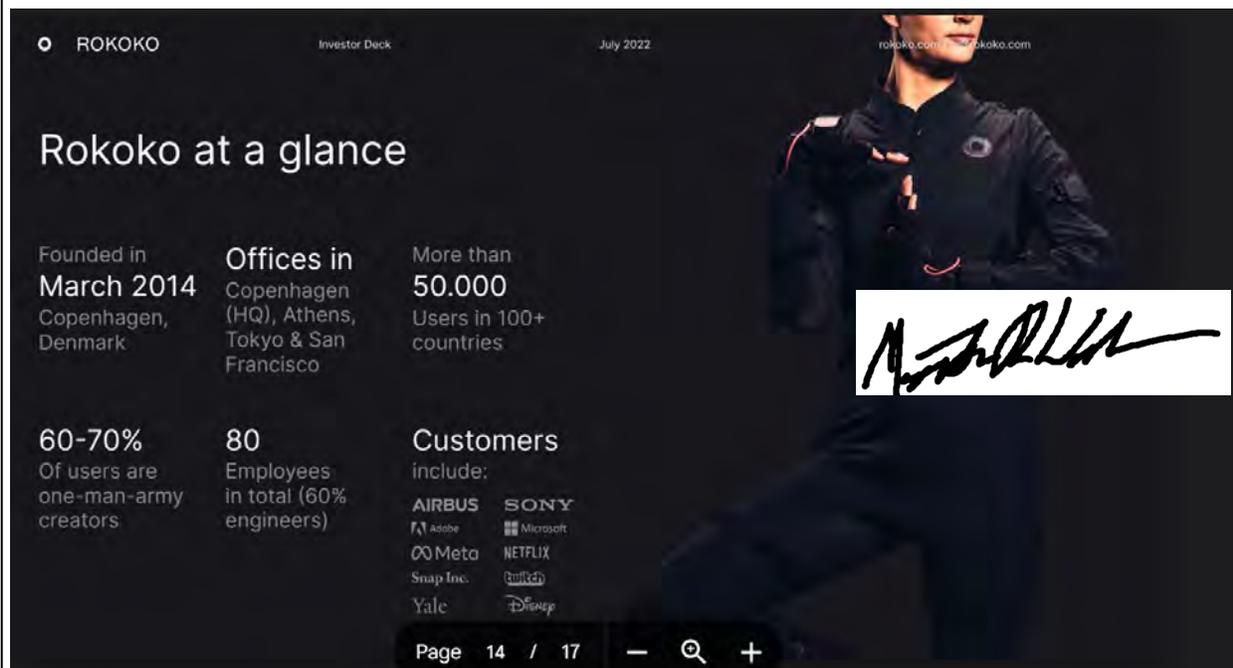
Matthew R. Walsh

Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

EXHIBIT B.2

Defendant’s investor deck stating in 2022 they had 80 employees and 50,000 customers. The prior month to first making this claim they only had 10,000 customers (Exhibit C).



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

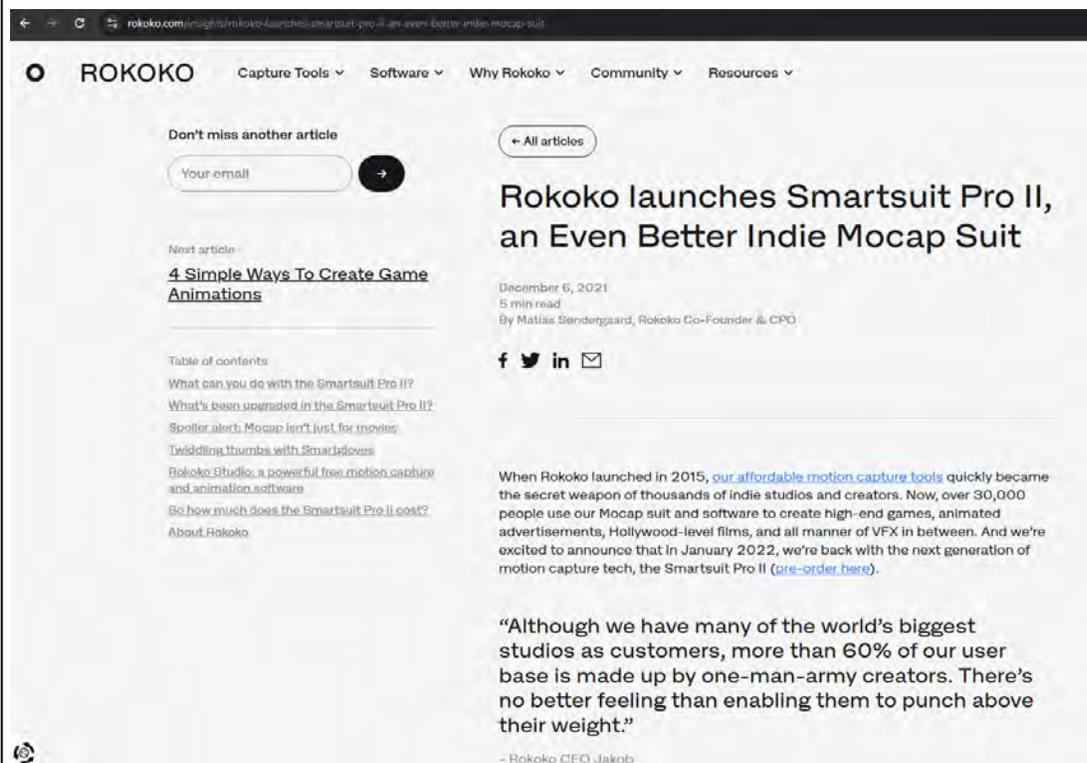
Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

EXHIBIT C

In December 2021, Defendant claims to have 30,000 people using their equipment. The following month they will claim it's only 10,000 (Exhibit C.1). On investor decks they will claim it's much higher (Exhibit C.2)



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

A handwritten signature in black ink, appearing to read 'Matthew R. Walsh', written over a horizontal line.

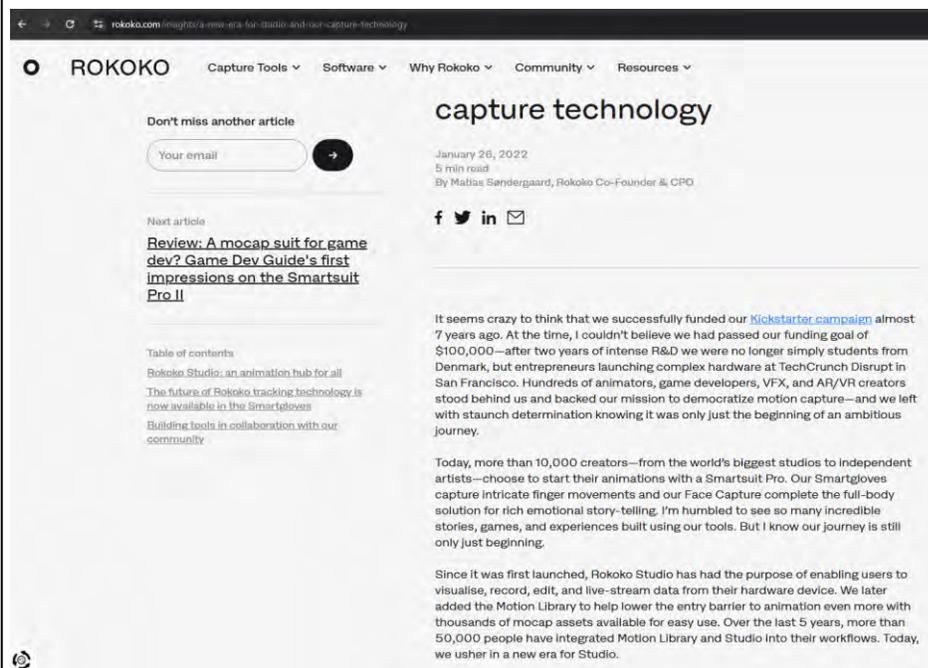
NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Matthew R. Walsh

Plaintiff in pro per

EXHIBIT C.1

In January 2022, less than a month later than (Exhibit C). Defendant made an express statement in a self-published blog post they had 10,000 customers using Rokoko products; the month before they claimed 30,000. in the next paragraph they claim to have 50,000 people using Motion Library which contradicts investor pitch deck around the same time (Exhibit C.2)



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Matthew R. Walsh

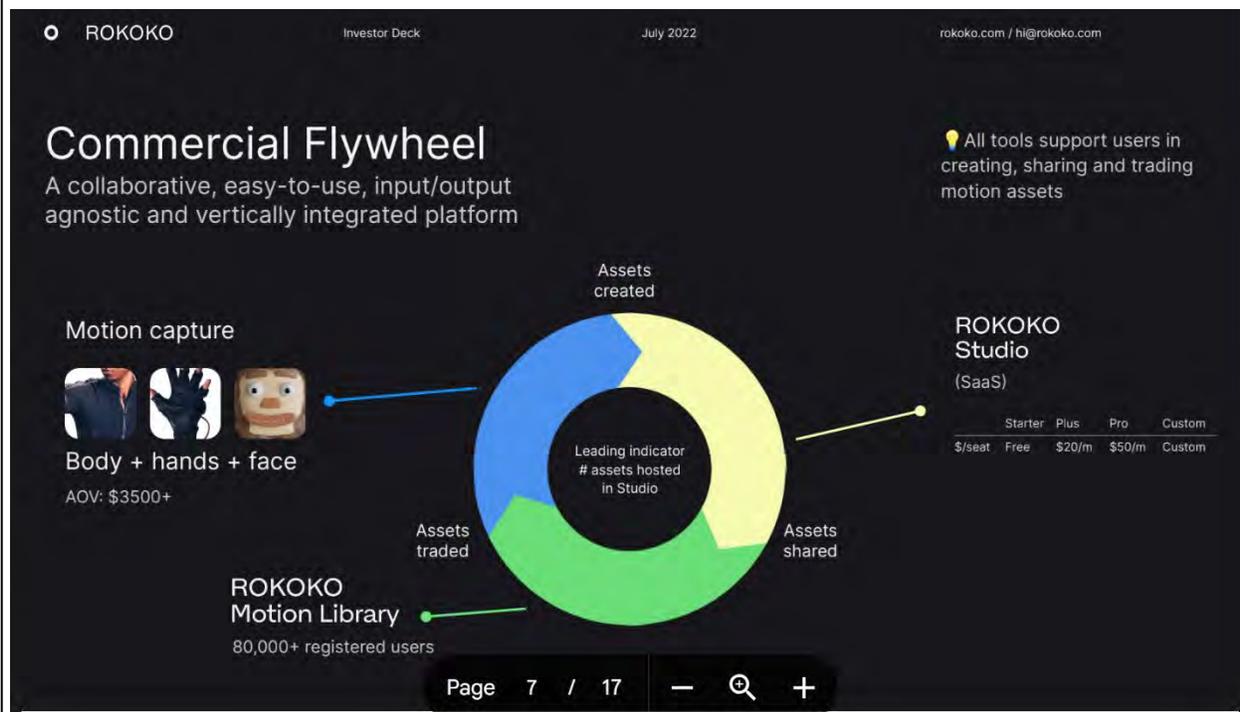
Plaintiff in pro per

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

EXHIBIT C.2

In the investor pitch deck from 2022, Defendant claims to have 80,000 registered users for Motion Library. A 47.5% inflation from non-investor seeking materials (Exhibit C.1) in January 2022.



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

EXHIBIT C.3

Defendant claims 250,000 creators use their system as of March 17th, 2025

Celebrating 250K creators with up to 20% off our products!



Io from Rokoko <io.koukoula@rokoko.com>
To: Matthew Walsh

Reply Reply All Forward

Mon 3/17/2025 8:01 AM

If there are problems with how this message is displayed, click here to view it in a web browser.



Hi Matthew,

I thought you might be interested to hear that we just hit an exciting new milestone - 250,000 creators animating in Rokoko Studio 🎉

As a thank-you to our dedicated storytellers who make Rokoko part of their workflow (yes, that includes you!), we're offering up to 20% off our products until the end of March.

If there's something you've had your eye on, now's the perfect time! And if you'd like to chat about the best setup for your needs, feel free to [book a quick call with me here](#) - I'd be happy to help.

We're thrilled to see so much creativity come to life with Rokoko, and we can't wait for the next 250K!

You can claim the up to 20% discount by responding to this email. Is there anything you've been waiting to add to your setup?

Best regards,



Io Koukoula
Customer Success Manager at Rokoko

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

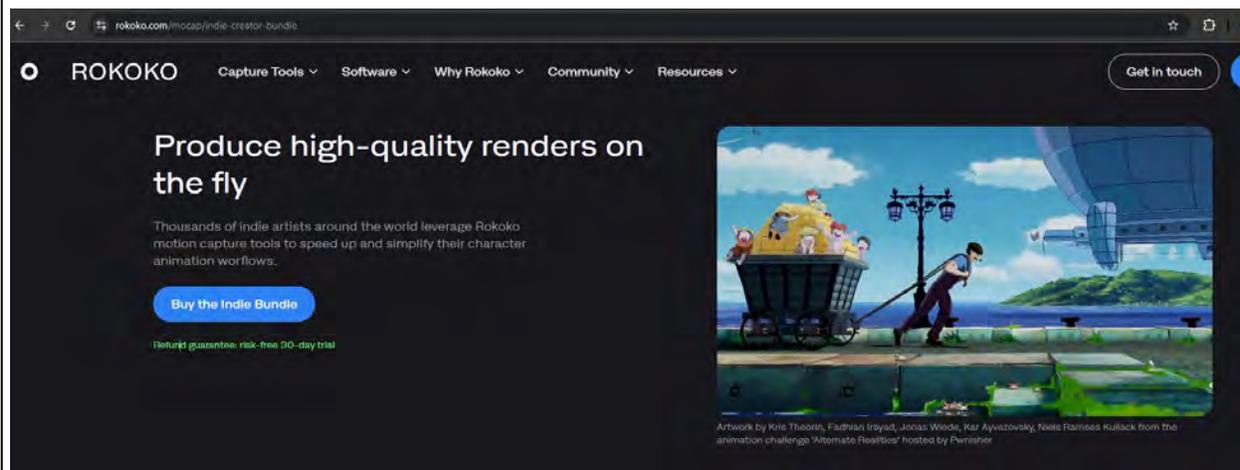
NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

EXHIBIT C.4

Defendant only claims “thousands” around the world leverage Rokoko tools. Thousands is in no way a reasonably suitable replacement for 250,000.



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

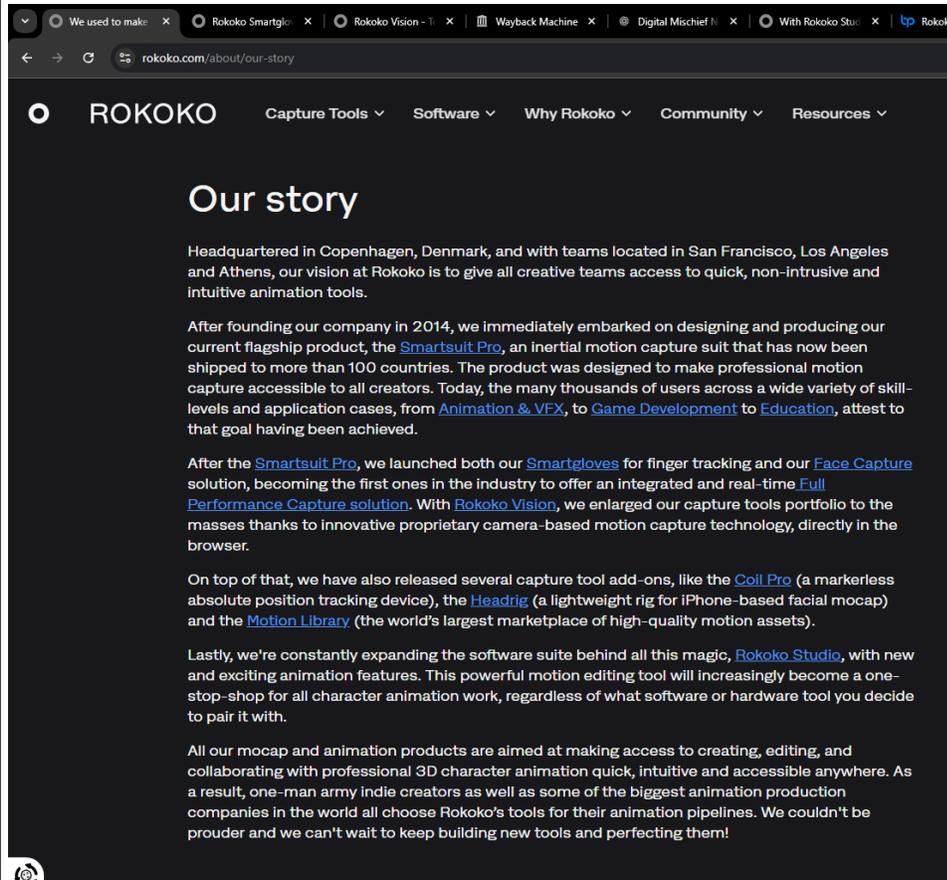
Matthew R. Walsh

Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

EXHIBIT D

Defendant still claiming office locations and teams which have been proven to not exist.



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

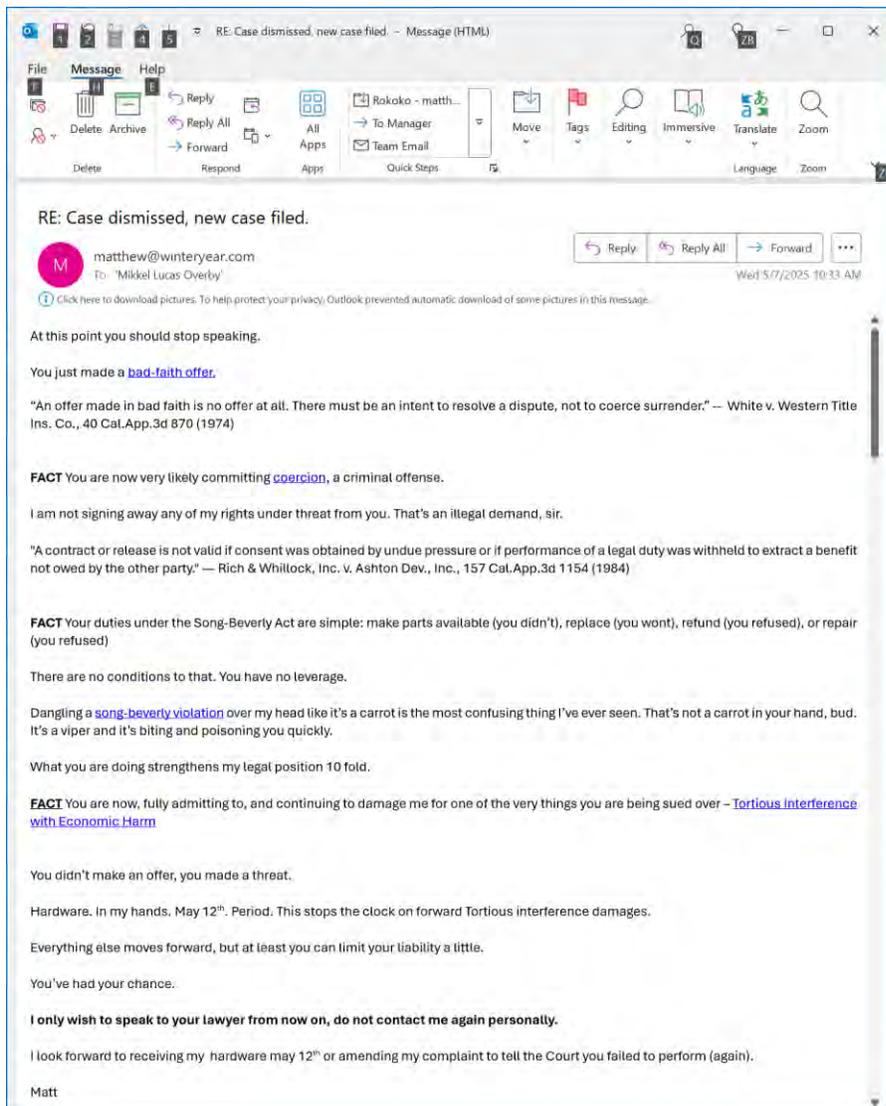
NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Matthew R. Walsh

Plaintiff in pro per

EXHIBIT E

Defendant, after making coercive statements was once again warned he is continuing to cause tortious interference with economic harm and is linked to a legal dictionary on the term. Plaintiff demands replacement hardware under SONG-BEVERLY by May 12th to stop the clock, Defendant never complies.



Authentication on next page

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1 I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California
2 that this is a true and correct copy of a document I personally received, created, or obtained in
3 connection with this case, and it has not been altered.

4 Executed this 5th day of June, 2025 in Santa Clarita, California.



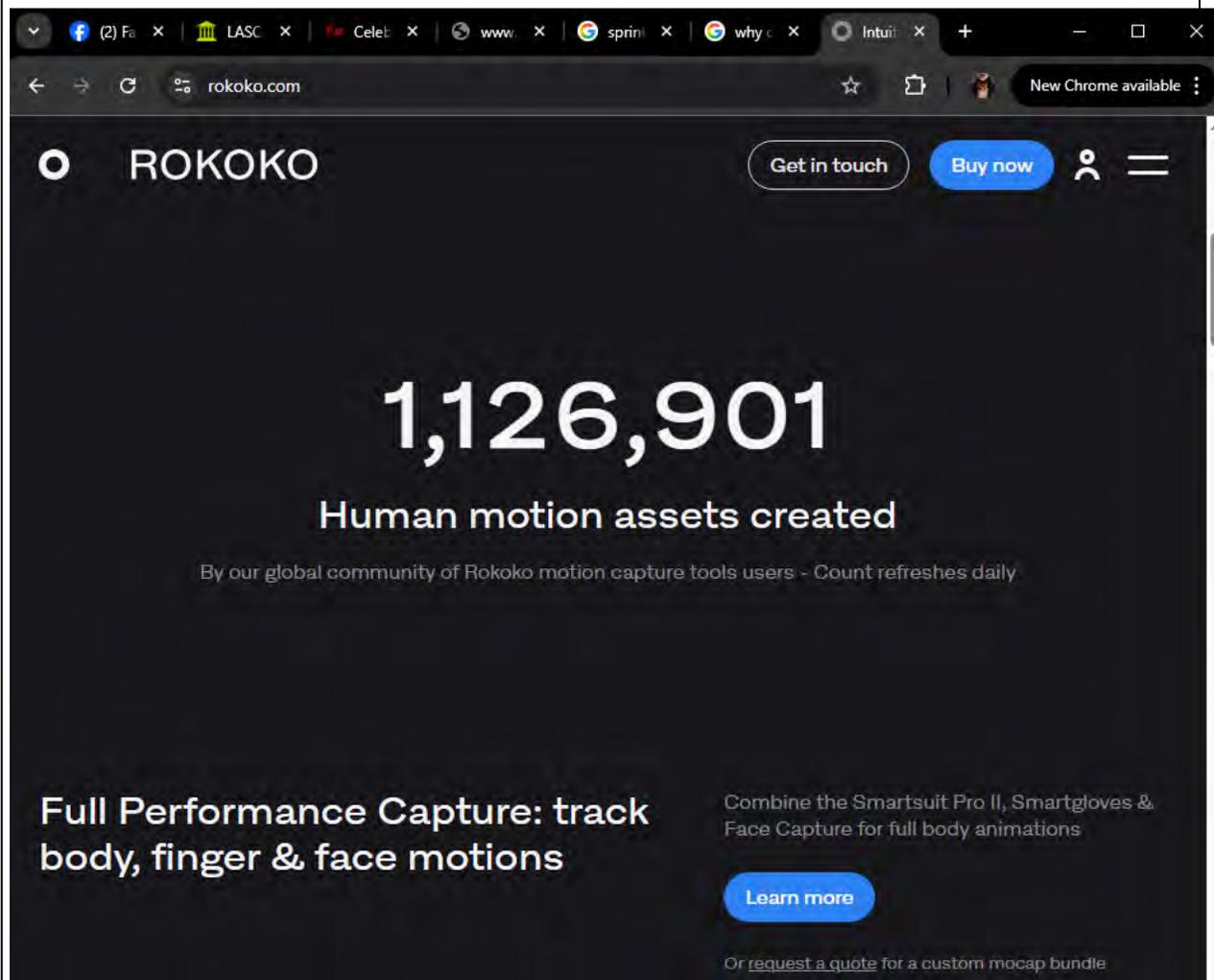
5
6
7
8 Matthew R. Walsh

9 Plaintiff in pro per
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

EXHIBIT F

Defendant added a counter to their website, post-litigation which clearly shows they collect, aggregate and count intellectual property from users.



Authentication on next page

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.



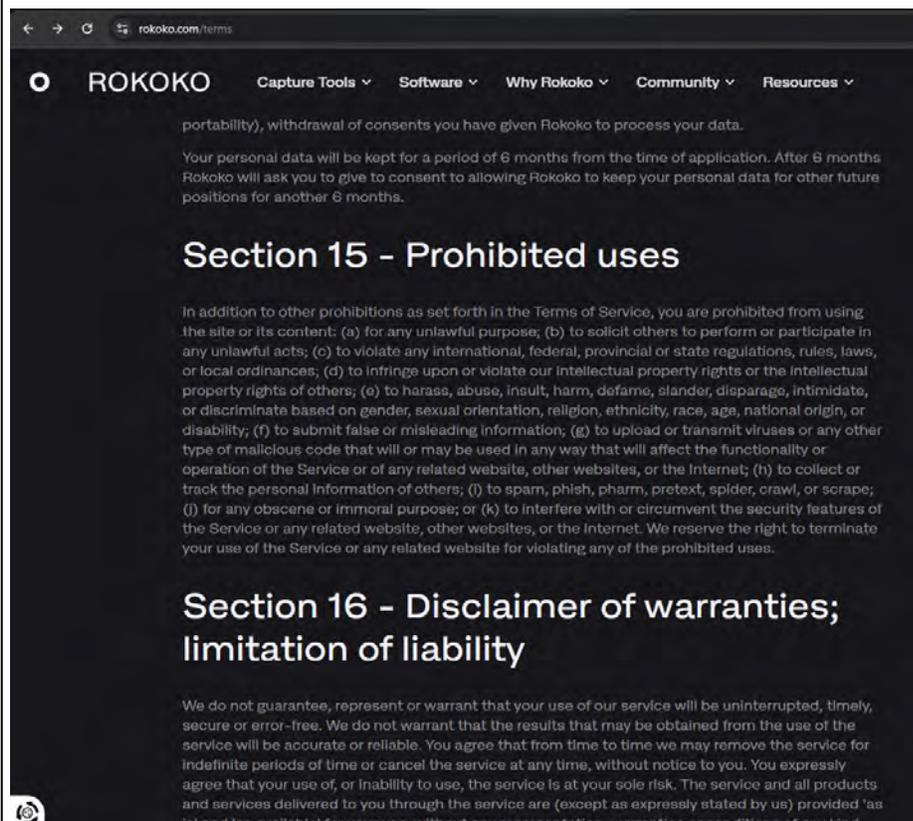
Matthew R. Walsh

Plaintiff in pro per

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT G

Defendant disclaims warranties, liability even stating they cannot be held liable for non-infringement.



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Matthew R. Walsh
 Plaintiff in pro per

EXHIBIT H

A table showing the difference between the terms of service in just 24 hours.

Clause	March 29 th	March 30 th	Material Change?
User content licensing	Defendant disclaims ownership; user bears licensing risk. No express sublicensing.	Introduced broad sublicensable rights, user content may be sublicensed or sold to third parties	Yes. Adds sublicensing and redistribution language.
Usage Data Policy	Data used to improve services, internal only.	Data now sub-licensable to 3 rd parties for their own uses.	Yes – Adds external data sharing and monetization.
Collection of Intellectual Property	Only for improvement of services / features and support.	To be taken, anonymized, processed, sold to third parties, to be used to train AI and then resold further.	Yes – erodes 17 U.S.C. Title 102 rights and protections without assent.
Scope of Services Across Platforms	Applies to Rokoko Studio only	Expanded to include Studio, Vision and other services	Yes – Expands jurisdiction of agreement
Definition of ‘End User’	Any user accessing the service.	Now requires formal registration for a ‘ROKOKO ID’ tied to individual use.	Narrows class of users and increases traceability
Privacy and Consent Language	Refers to Privacy Policy generally	Creates new clauses detailed personal data handling.	Yes – expands exposure and implied consent.
Digital Protection Legal Bias	States use is based on ‘legitimate interest’ under data law	Clause removed.	Yes – eliminates key privacy assurance language
License to assets	User can use assets during subscription	Adds restrictions on what constitutes ‘legitimate use’; clarifies integration rules.	Yes – narrower interpretation limits users workflow capabilities.
Account deactivation	Limited to those who abuse the service or fail to comply with the terms of use.	Adds language beyond “abuse” to the broad opinionated word “misuse” without defining what constitutes as misuse.	Yes – Grants Defendant carte blanche to disrupt services for any reason legitimate or not.
Software use and definition	References site and services only	Now expanded to site/services/software with greater prohibition scope	Yes – expands licensing control and enforcement mechanisms

26
 27
 28

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Subscription Auto-Renewal and Downgrade Impact	Subscription downgrade mentioned briefly	Now includes explicit warning of project-breaking consequences.	Yes – material impact to force user reliance on service through coercive language.
Clause	March 29th	March 30th	Material Change?
Shielding IP liability from work-for-hire users	No mention.	Added language to extend intellectual property rights to Defendant by a party that may not have them in the first place using acceptance by conduct as the mechanism of activation.	Yes – deprives third parties of their intellectual property and places liability solely in the hands of a user.
Breach Consequence & Earnings Clause	Mentions legal action and recovery of fees only	Now includes recovery of all obtained by user from alleged misuse.	Yes – adds punitive scope for estimated future income recovery
Terms Amendment Authority	We may change the terms with one month notice.	Same clause, but now includes broad reasons including changes to business model.	Yes – now authorizes unilateral changes granting omnipotent governance without assent.

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.



Matthew R. Walsh
Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Exhibit I:

The "PARALLEL COMPANY"'s e-mail servers are U.S.-based Google e-mail servers.

SuperTool Beta9

rokococare.com MX Lookup

mx:rokococare.com [Find Problems](#) [Solve Email Delivery Problems](#)

Microsoft Outlook.com now requires DMARC - Get SPF, DKIM and DMARC setup and maintain compliance with Delivery Center

Pref	Hostname	IP Address	TTL	Blacklist Check	SMTP Test
1	smtp.google.com	142.251.111.25 Google LLC (AS15196)	5 min	Blacklist Check	SMTP Test
1	smtp.google.com	2607:fb80:4004:c19:1a	5 min	Blacklist Check	
15	as5m-4czsgf54nvgqhyysm3lk4k2akwodsxdqelzcygla.mx-verification.google.com	[No A Record]	5 min	Blacklist Check	SMTP Test

Test	Result
DMARC Policy Not Enabled	DMARC Quarantine/Reject policy not enabled
DNS Record Published	DNS Record found
DMARC Record Published	DMARC Record found

Your email service provider is "Google". Need Bulk Email Provider Data?

Reported by ns-210.awsdns-26.com on 5/23/2025 at 5:48:57 PM (UTC -5) [just for you](#)

SuperTool Beta9

cococare.io MX Lookup

mx:cococare.io [Find Problems](#) [Solve Email Delivery Problems](#)

PCI DSS now requires DMARC! Are you ready? [Learn More](#)

MxToolbox Delivery Center have you covered!

Pref	Hostname	IP Address	TTL	Blacklist Check	SMTP Test
1	smtp.google.com	142.251.111.25 Google LLC (AS15196)	60 min	Blacklist Check	SMTP Test
1	smtp.google.com	2607:fb80:4004:c19:1a	60 min	Blacklist Check	

Test	Result
DMARC Record Published	No DMARC Record found
DMARC Policy Not Enabled	DMARC Quarantine/Reject policy not enabled
DNS Record Published	DNS Record found

Your email service provider is "Google". Need Bulk Email Provider Data?

Reported by ns-234.awsdns-29.com on 5/23/2025 at 5:50:03 PM (UTC -5) [just for you](#)

Authentication on next page

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.



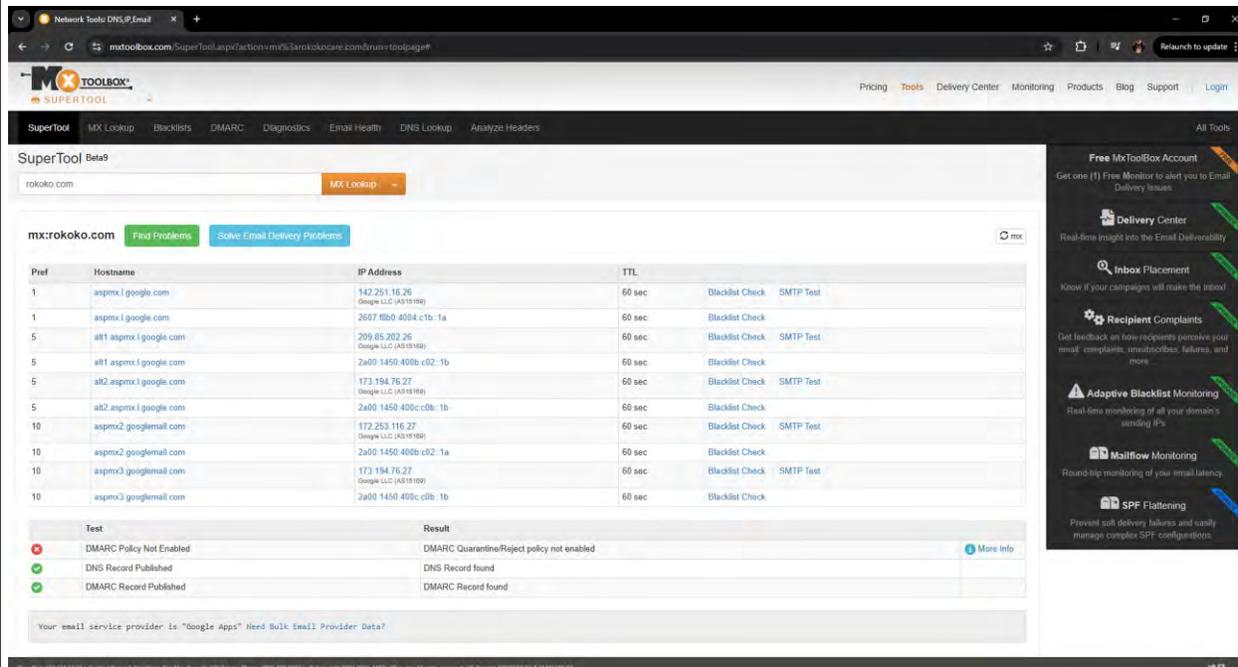
Matthew R. Walsh

Plaintiff in pro per

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT J:

The "PRIMARY ORGANIZATION"'s e-mail servers are U.S.-based Google servers.



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

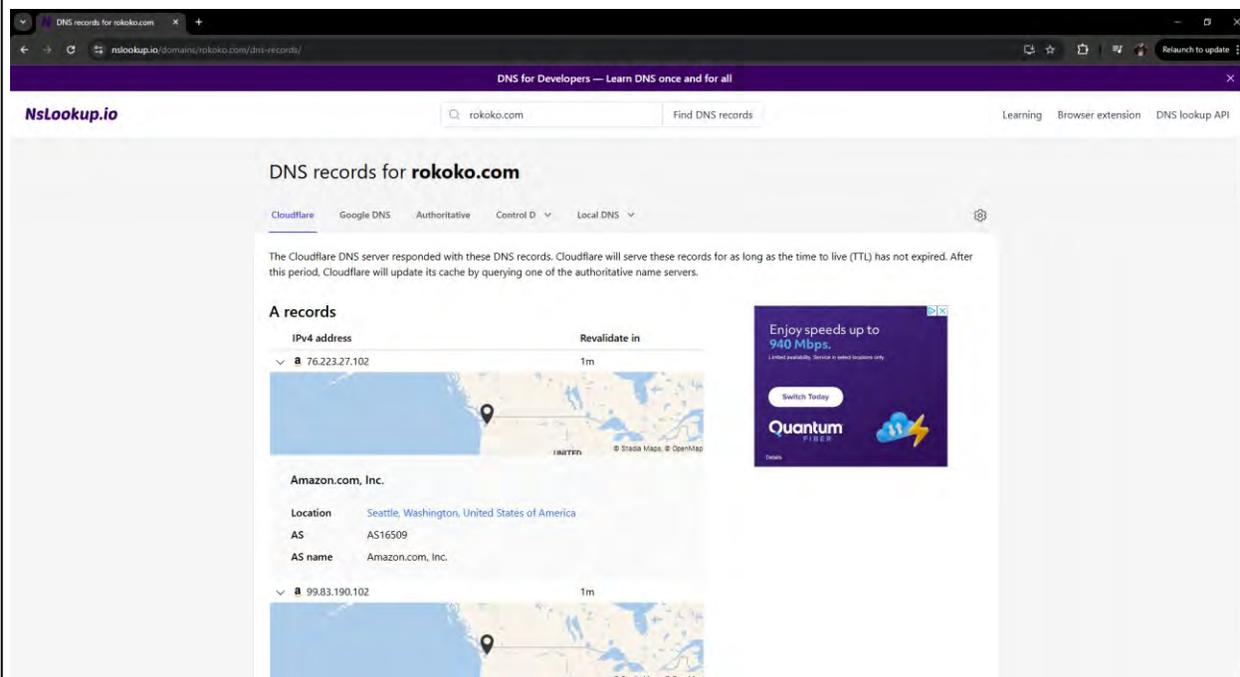
Matthew R. Walsh

Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Exhibit K.1

The "PRIMARY ORGANIZATION"'s servers are all located in Seattle.



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

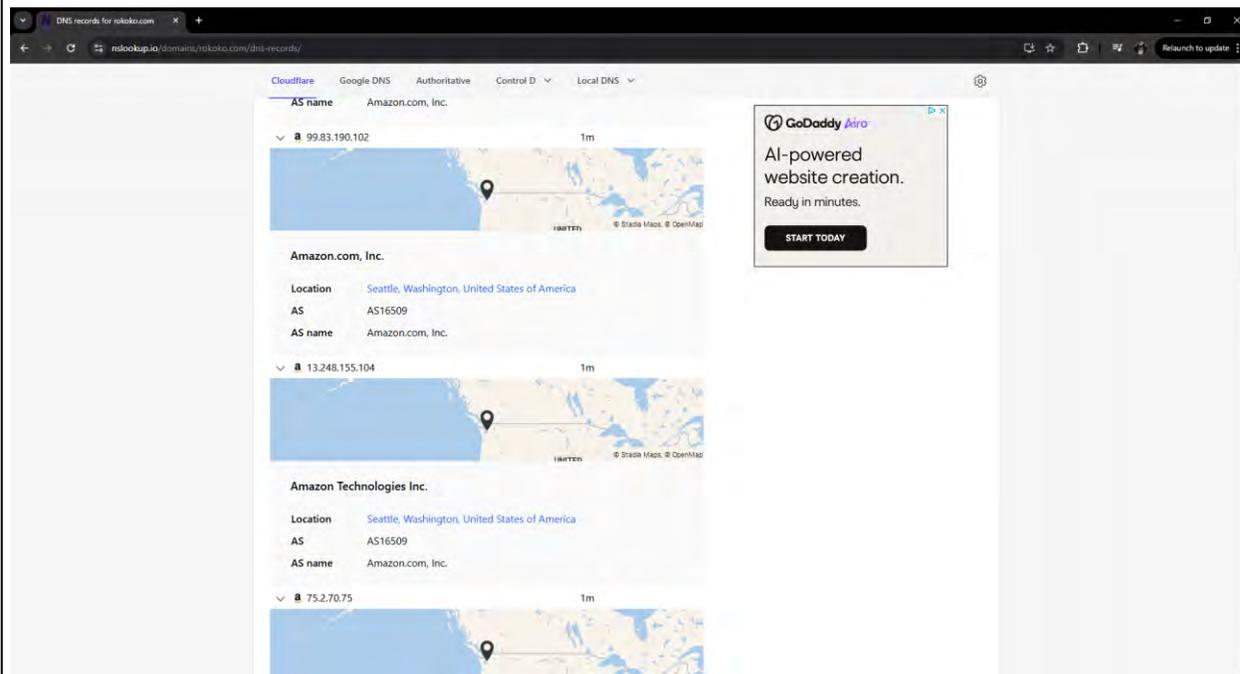
Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Exhibit K.2



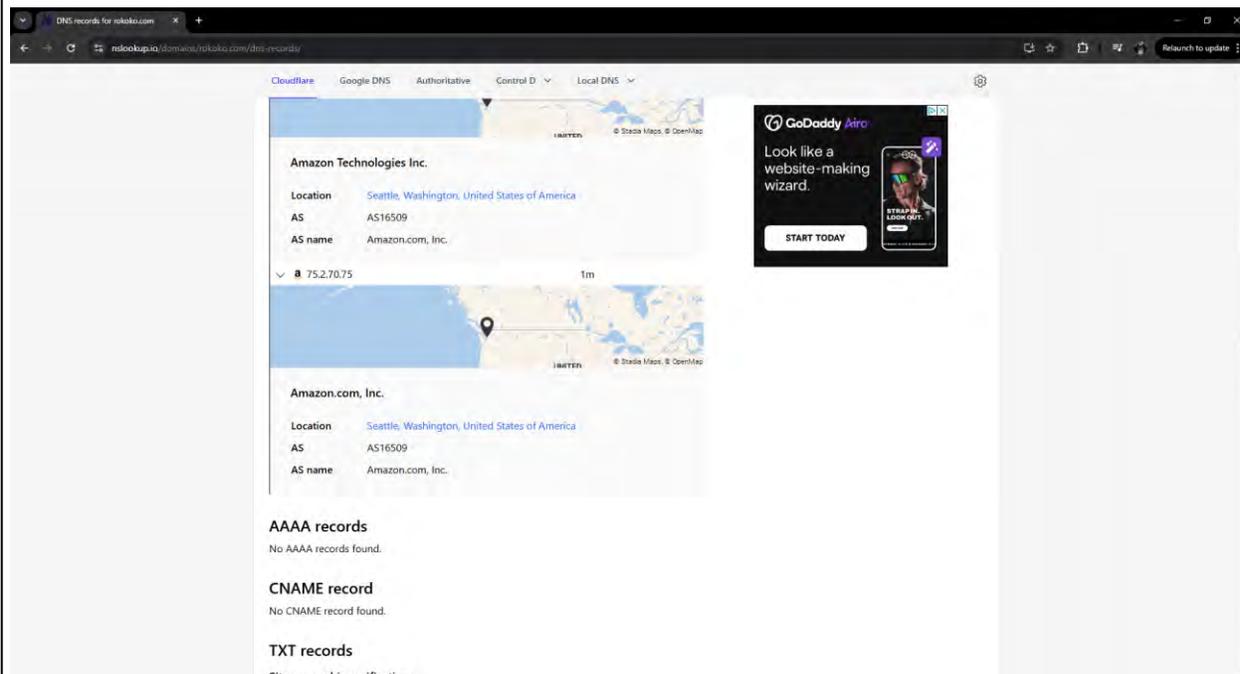
I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Exhibit K.3



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

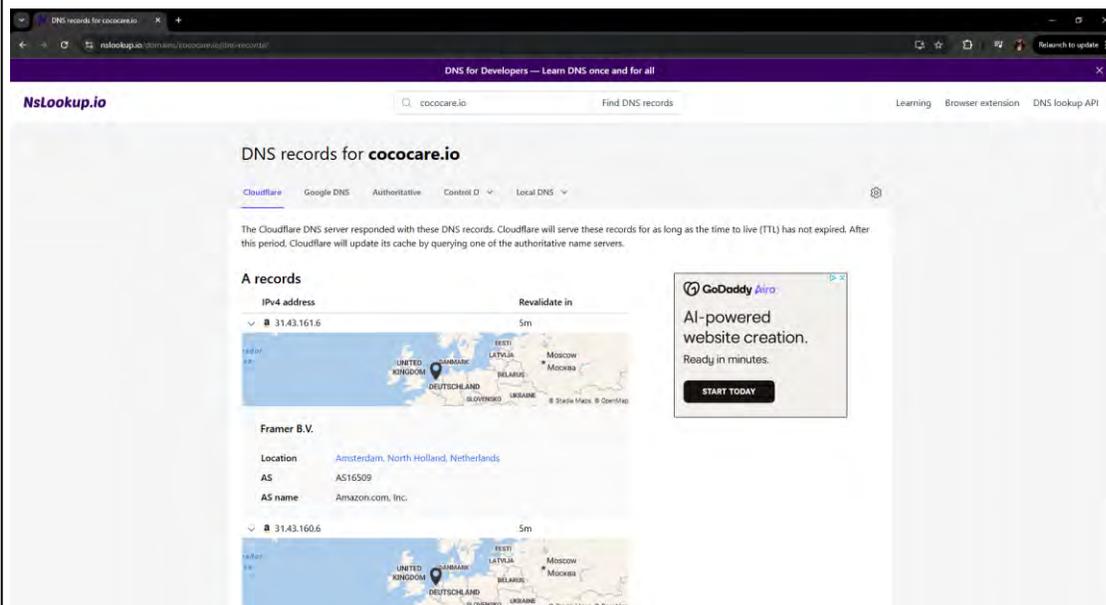
Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Exhibit L

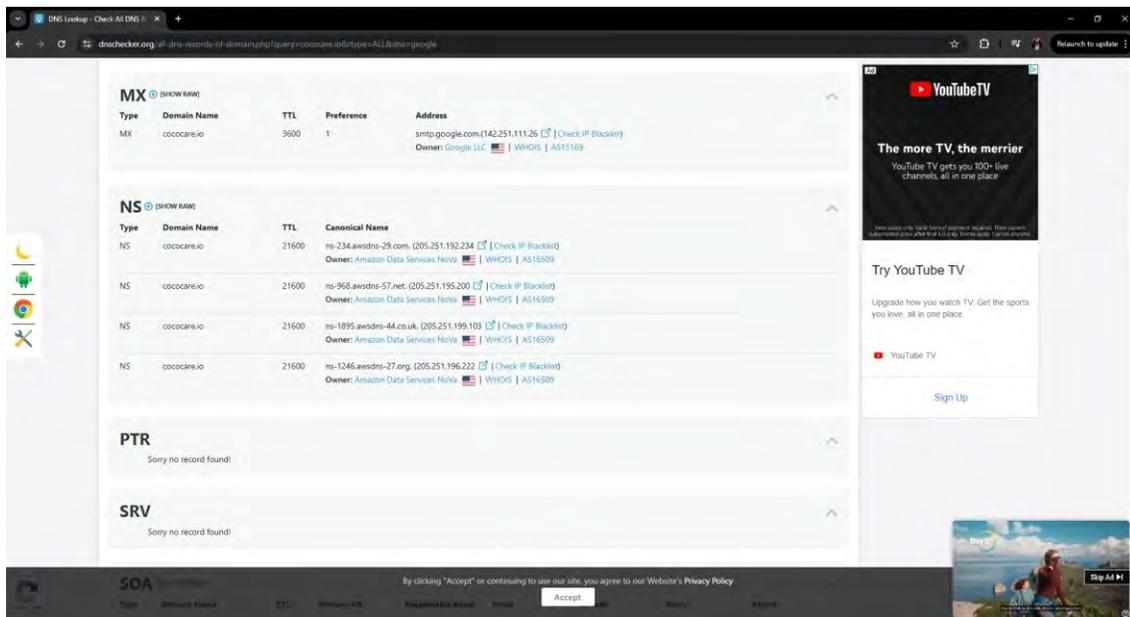
The “PARALLEL COMPANY”’s website servers are NOW located in Amsterdam, Netherlands (this was changed after March, 2025)



However, use American nameservers, indicating the billing, chain of authority, operational control over the servers and DNS is done through and by American systems hosted with Amazon

Continued on next page

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

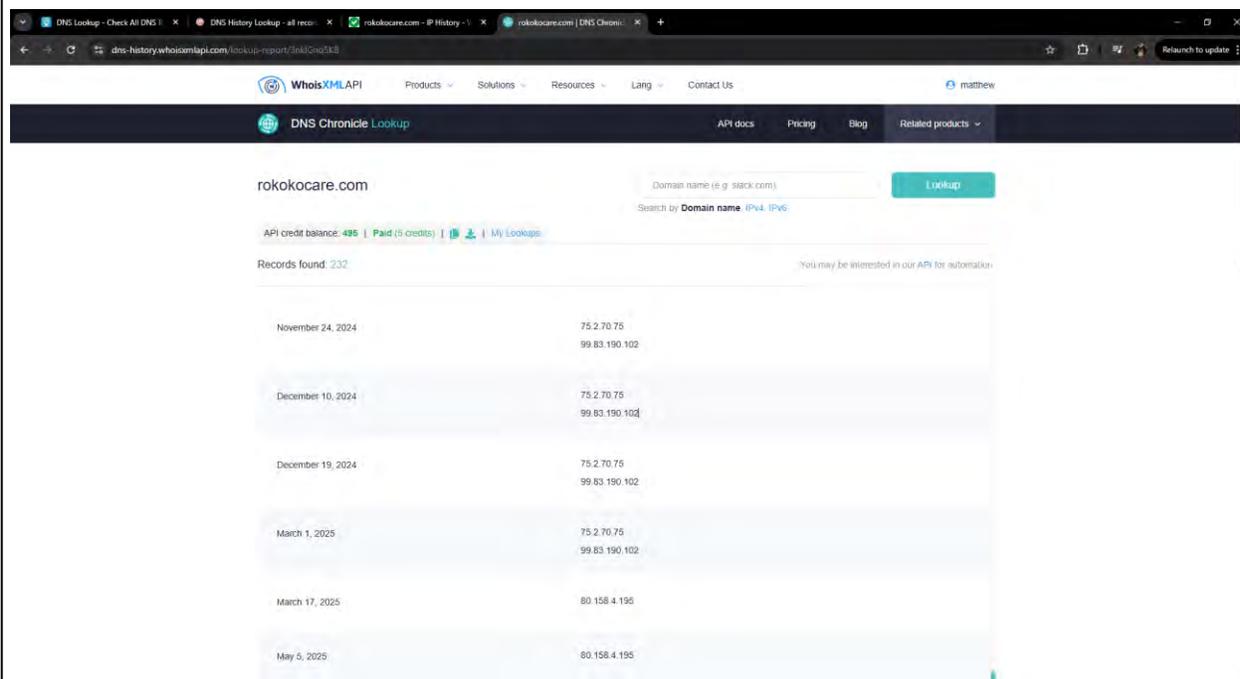
Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Exhibit M.1:

The "PARALLEL COMPANY" rokokocare.com as of 3/17/2025 had actually used the "PRIMARY ORGANIZATION"'s Amazon servers and account; satisfying "U.S. ASSETS" definition.



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

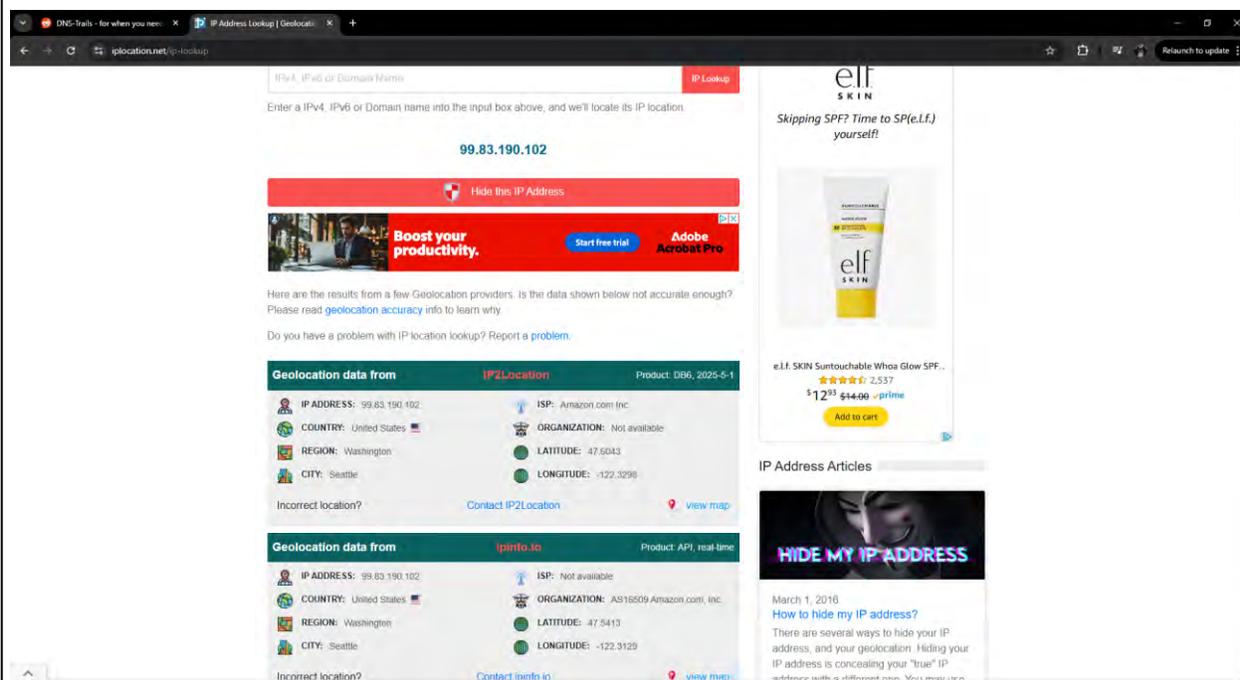
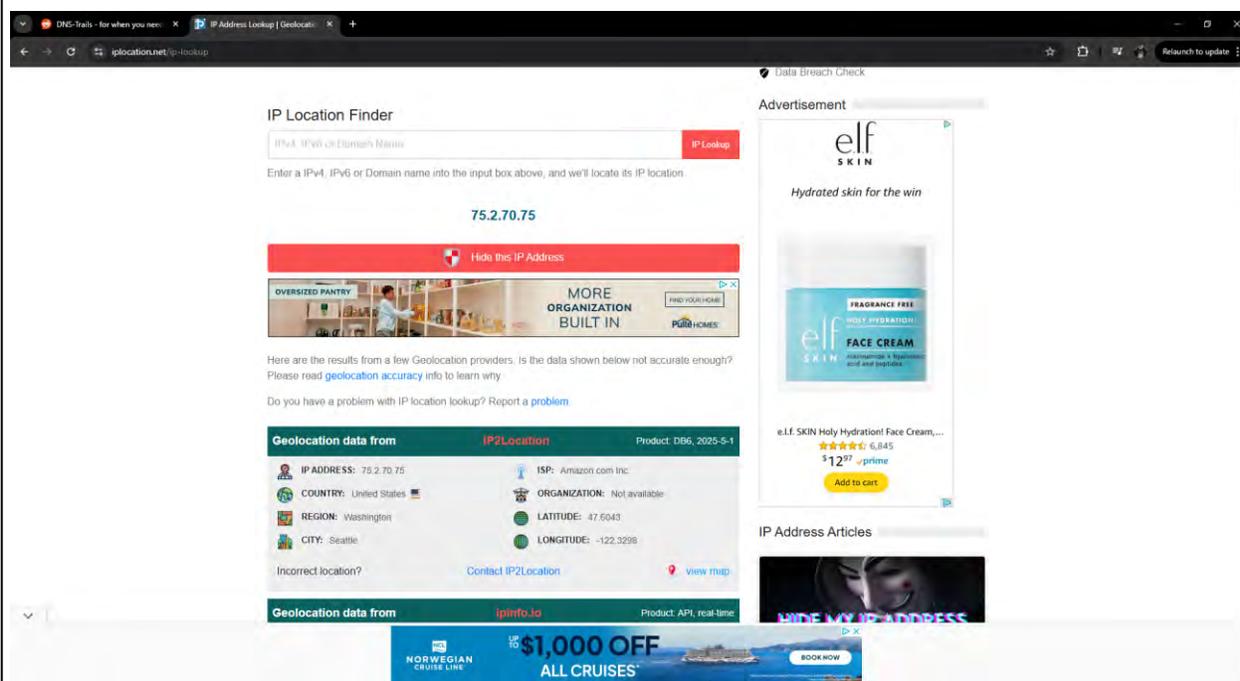
NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Exhibit M.2:

The "PARALLEL COMPANY"'s servers pre-litigation were U.S.-based



Authentication on next page

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

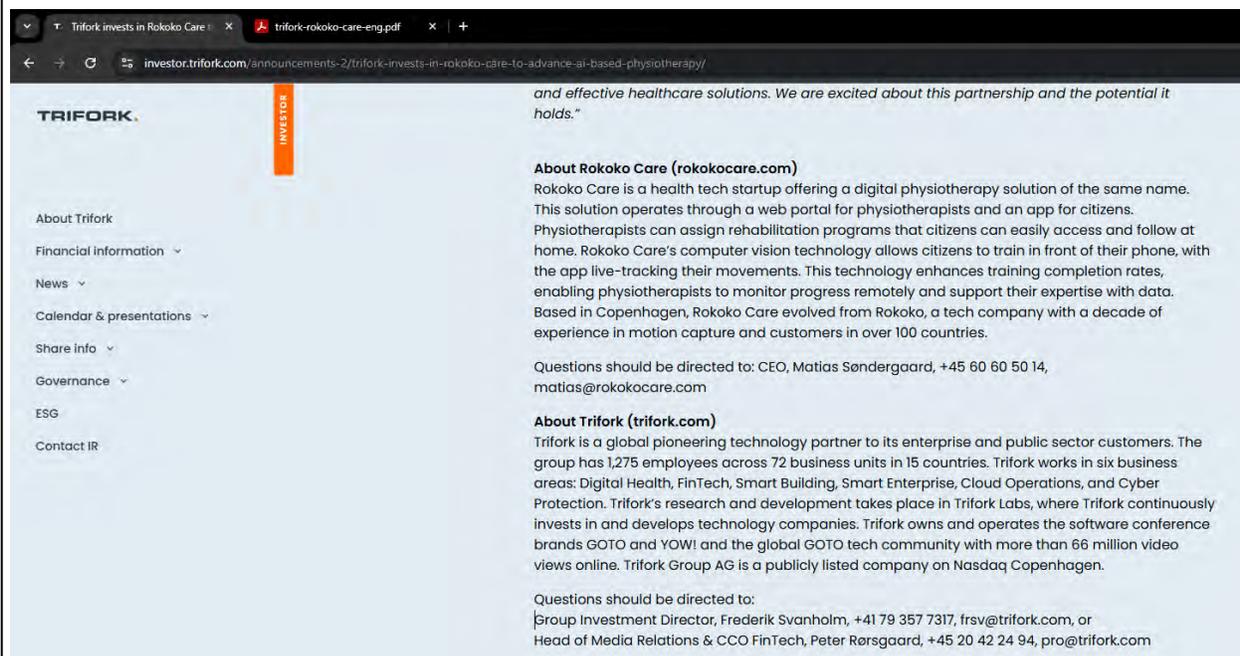


Matthew R. Walsh

Plaintiff in pro per

EXHIBIT N:

Trifork knew at all times Rokoko Care came from Rokoko; and as such was privy to investor material including the source of misappropriated IP as detailed in 2022; then they invested in 2024 while The Parallel Company was still one-in-the-same with Defendant until March 2025.



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

EXHIBIT O

The "PARALLEL COMPANY" website on December 17th 2024 clearly states "Care" is owned by "Rokoko" ("DEFENDANT") and all information is property of Defendant.



2. DEFINITIONS

End User means a natural person who, as a user, uses the System as a patient or otherwise to receive a course of treatment, with or without affiliation with a Healthcare Professional. **Healthcare Professional** means an organization, entity or person that provides healthcare services to an End User and that can assign training exercises and programs and access personal data about End Users who have expressly given their consent to this. **Updates** means new versions of the System that Rokoko may offer, including in the form of individual adjustments. **The System** means the software and applications developed by Rokoko regarding the Rokoko CARE solution, including Updates, which are covered by the license agreement that Rokoko has entered into with the Municipality, and which the End User and the Healthcare Professional are granted access to use in accordance with these terms .

3. USING THE SYSTEM

3.1 The System is made available to End Users and Healthcare Professionals as a software-as-a-service solution, where the System is licensed to a municipality that provides End Users and Healthcare Professionals with access to the System. End Users and Healthcare Professionals only have a limited, non-exclusive and non-transferable right to use the System.
3.2 By creating a user for the System, the End User and the Healthcare Professional agree to be bound by these terms.
3.3 The use of the System does not include any right for the End User or Healthcare Professional to: (i) copy the System, in whole or in part, without the prior written consent of Rokoko, (ii) modify, adapt or translate the System, or parts thereof, (iii) sell, rent, lease, sublicense or otherwise transfer rights to the System, and/or (iv) manufacture, or have



3.6 To the extent permitted by applicable law, Rokoko further expressly disclaims all warranties, terms or conditions of any kind, whether express or implied, including, but not limited to, implied warranties, terms and conditions of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement with respect to the System.

4. OPERATION AND SUPPORT

4.1 Rokoko is obliged to operate and maintain the System in accordance with good IT practice.
4.2 If the End User or the Healthcare Professional experiences operational breakdowns or operational problems that prevent or make it difficult to use the System, they must notify Rokoko by e-mail: help@rokokocare.com.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Rokoko, its partners, suppliers and/or affiliated companies own all intellectual property rights to the System. All information belongs to Rokoko. The use of the System does not grant the End User or the Healthcare Professional any rights to use any Rokoko trademarks.

6. DATA PROTECTION

6.1 Rokoko processes personal data in accordance with Rokoko's privacy policy, which can always be read on Rokoko's website <https://www.rokokocare.com/privacypolicy>. By activating an account, the End User and the Healthcare Professional agree to have read and accepted Rokoko's privacy policy.
6.2 An End User who activates an account may receive emails and notifications from their Healthcare Professional via Rokoko related to the training programs created for them. A Healthcare Professional who activates an account may receive emails and notifications from the End Users they follow. The Healthcare Professional is the data controller for the personal data that the Healthcare Professional processes in the System about the End

Authentication on next page
NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1 I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California
2 that this is a true and correct copy of a document I personally received, created, or obtained in
3 connection with this case, and it has not been altered.

4 Executed this 5th day of June, 2025 in Santa Clarita, California.



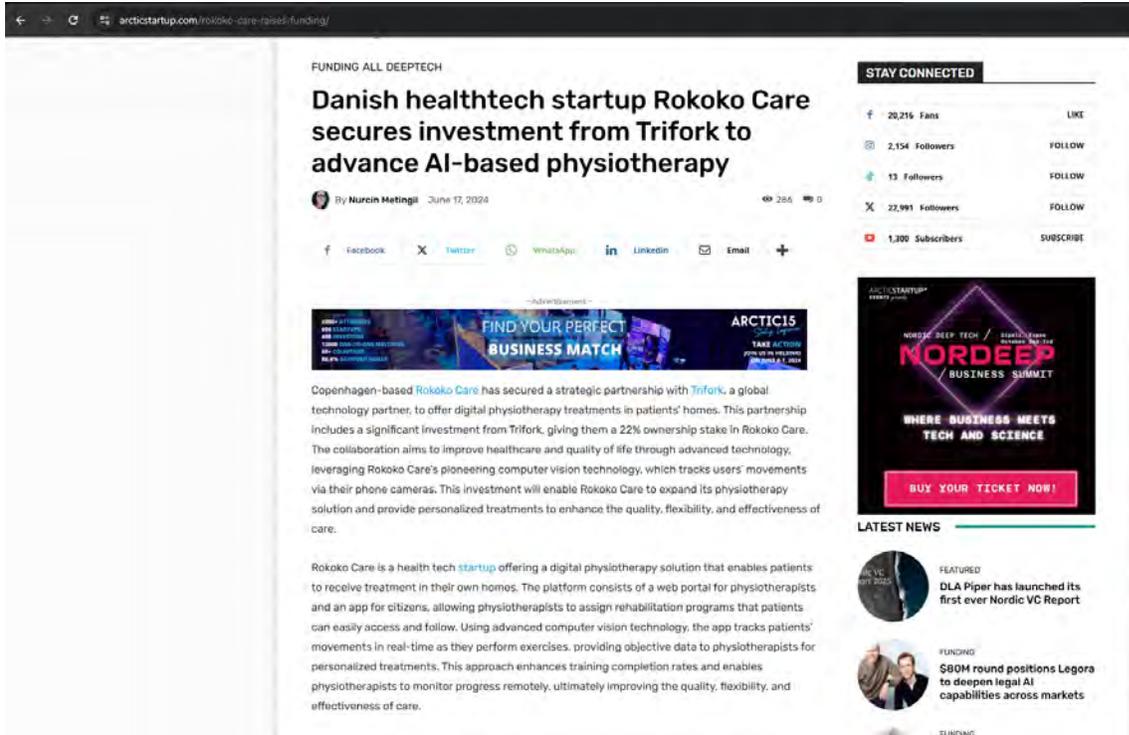
8 Matthew R. Walsh

9 Plaintiff in pro per

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
28 8:30AM RESERVATION ID: 595480534971

EXHIBIT P

Trifork invested in Rokoko Care (“The Parallel Company”) in June 2024, two years after it was mentioned in a pitch deck as being built by misappropriated intellectual property; and one year before any users were notified that their intellectual property would be used by Defendant



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

A handwritten signature in black ink, appearing to read "Matthew R. Walsh", is written over a horizontal line.

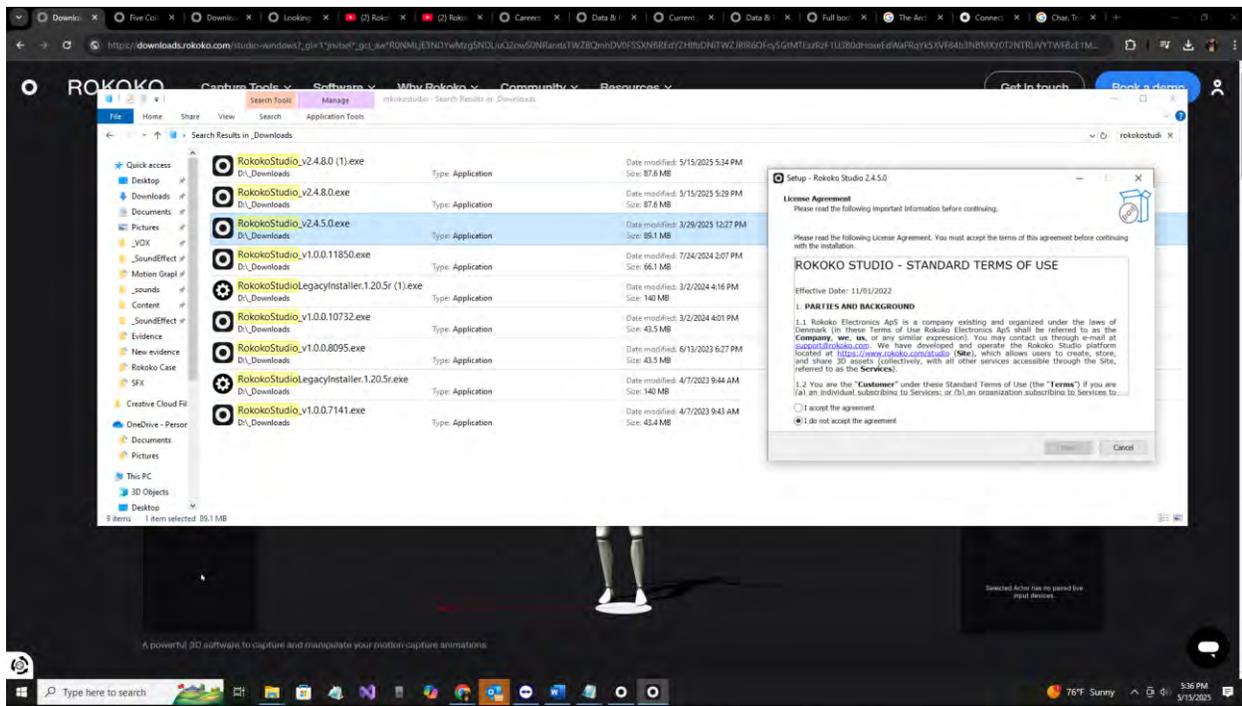
NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Matthew R. Walsh

Plaintiff in pro per

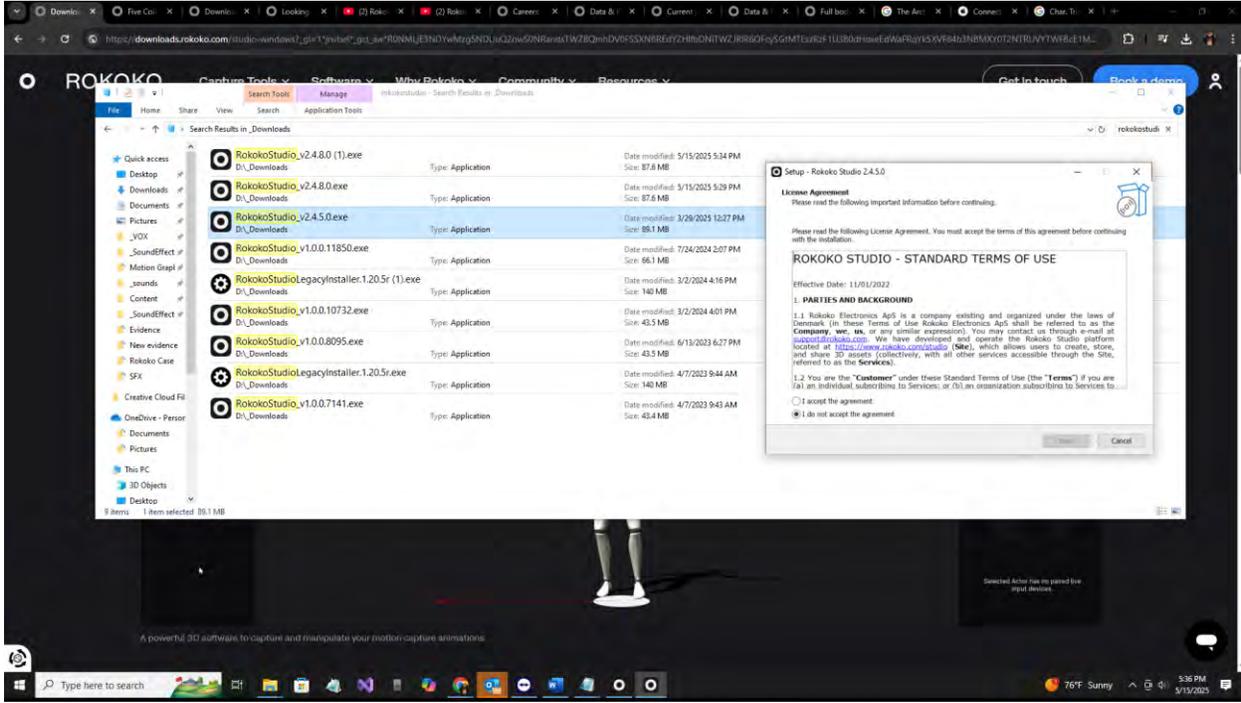
EXHIBIT Q

Rokoko was still using the 2022 terms as of 3/29/2025 as evidenced in their Studio software downloaded at that time; proof no consumers or Plaintiff knew about intellectual property misappropriation until after this date; yet The Parallel Company had a completed product using that information and sold shares in or around June 12th, 2024



Continued on next page

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT Q.1

The terms of use from 2022 to about March, 29th 2025

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.



Matthew R. Walsh

Plaintiff in pro per

1 ROKOKO STUDIO - STANDARD TERMS OF USE

2
3
4 Effective Date: 11/01/2022

5
6
7 **1. PARTIES AND BACKGROUND**

8
9 1.1 Rokoko Electronics ApS is a company existing and organized under the laws of Denmark (in
10 these Terms of Use Rokoko Electronics ApS shall be referred to as the **Company, we, us,** or any similar
11 expression). You may contact us through e-mail at support@rokoko.com. We have developed and operate the
12 Rokoko Studio platform located at <https://www.rokoko.com/studio> (**Site**), which allows users to create, store, and
13 share 3D assets (collectively, with all other services accessible through the Site, referred to as the **Services**).

14
15 1.2 You are the “**Customer**” under these Standard Terms of Use (the “**Terms**”) if you are (a) an
16 individual subscribing to Services; or (b) an organization subscribing to Services to be used by one or more of your
17 employees. If you are an organization ordering Services, the individual who agrees to this Agreement on your behalf
18 must have the authority to bind the organization and its End Users to this Agreement.

19
20 1.3 You are the “**End User**” under the Terms if you are using the Services in your capacity as an
21 end user, including as an individual Customer or as an individual authorized to use the Services by an organization
22 who is a Customer.

23
24 1.4 If we do not specify whether certain language refers to an End User or Customer, then our use
25 of “**you**” refers to both End Users and Customers.

26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 1.5 By registering an Account (as defined below) with us; by installing, copying, accessing,
2 downloading or otherwise using Software (as defined below), or by using the Services, you agree to be bound by the
3 Terms, which we may update from time to time. Your continued use of the Services (or any User Content
4 downloaded from the Services) constitutes your consent to such changes following to such updates. Please read this
5 agreement carefully and check the Terms periodically for changes. If you do not agree to the Terms and any later
6 changes thereto, you may not use the Services.

7 1.6 The Terms apply to your use of the Site and/or the Services and shall govern the contractual
8 relationship between you and us.

9 1.7 The Terms apply to any updates or supplements to the Site and/or the Services, unless they
10 come with separate terms, in which case those terms apply. If any open-source software is included in the Site or in
11 the Services, the terms of an open-source license may override some of the provisions of the Terms. Certain features
12 of the Services or Site may be subject to additional guidelines, terms, or rules, which will be posted at the Site in
13 connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into the
14 Terms and shall be deemed included in the contractual relationship.

15 1.8 Personal data is subject to our Privacy Policy published at the Site (currently at
16 <https://www.rokoko.com/privacy-policy>), the terms of which are incorporated herein by reference and shall be
17 deemed included in the contractual relationship. Please review our Privacy Policy to understand our practices.

18
19
20
21 **2. REGISTRATION AND SUBSCRIPTIONS**

22 2.1 Before the first use of the Services, you will be required to register and create an account
23 (“**Account**”) by providing the required information as prompted at the Site. You must choose an e-mail address at
24 which we can contact you.
25

26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 2.2 Each End User is assigned unique login credentials that grant the User access to the Services
2 subscribed for. You are expressly forbidden from allowing another individual to access the Services using the same
3 login credentials. Each End User account must correspond solely to one individual person. You are responsible for
4 keeping your login credentials including your password confidential. This means, that you should not share it with
5 anyone else, should not permit or enable third parties to gain access to it, and that you shall take all steps necessary
6 to guarantee its confidentiality and security. If your password is lost, misused, or otherwise compromised, or if you
7 suspect that it has been lost, misused, or otherwise compromised, you must notify us of this immediately via our
8 email to support@rokoko.com.

9
10 2.3 We offer several subscription plans, each with differing conditions, use limitations, and
11 interfaces. Detailed description of the subscription plans, including pricing and features, are available at
12 <https://www.rokoko.com/studio/pricing>. You can find specific details regarding your subscription within your
13 Account. We reserve the right to modify, terminate or otherwise amend our subscription plans at any time, in our
14 sole and absolute discretion, including to change the price of a subscription plan.

15
16 2.4 The subscription fees of the individual plans are subject to a monthly/yearly subscription fee
17 determined by the number of individual End Users (identified by e-mail accounts) registered by the Customer for the
18 specific Account.

19
20 2.5 You must pay the subscription fee for the Services in accordance with the subscription plan
21 and/or the payment procedure provided on the Site or in the Services, including any add-on fees. If we cannot charge
22 your payment method for any reason (such as expiration or insufficient funds), and you have not cancelled your
23 subscription, you will remain responsible for any uncollected amounts, and we reserve the right to collect such
24 amounts.

25
26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 2.6 All subscription fees and any other payment under the Terms are invoiced by us unless we
2 notify you otherwise in writing. Unless otherwise provided, all prices are in USD and are exclusive of value added
3 tax (VAT) and other government taxes, banking fees, and regulatory fees that have been or are later imposed.

4 **3. USER CONTENT**

5
6 3.1 You are solely responsible for all information and content that you create/generate using,
7 submit to use, or use with or store within the Site and/or Services (including animations, 3D models, images, audio,
8 and related content, as well as user comments) (“**User Content**”). We accept no responsibility for any User Content
9 created or uploaded by you or other End Users, and you create and use such User Content at your own risk. We
10 accept no responsibility for any User Content and give no warranty that the User Content is accurate, complete,
11 useful for any purpose (direct or implied) that may be published at the Site. Except as otherwise set forth in the
12 Terms, we do not claim ownership over any User Content.

13
14 3.2 You are solely responsible for ensuring that any User Content you submit to the Services
15 complies with any applicable laws and third-party rights, including to any intellectual property, privacy, and
16 publicity rights and laws, and that all required notices have been provided to, and required consents and releases
17 have been obtained from, individuals who are the subject of, or owners of, any User Content. We reserve the right
18 (but have no obligation) to review any User Content and its compliance with the Terms. We have the right to take in
19 our discretion any measures to protect us against any such violation, including to stop providing you with the
20 Services, deny you access to the Site, Services and/or to your Account, and/or terminate your Account or
21 subscription.

22
23 3.3 You agree to bear all risks associated with your User Content and the licensing thereof. You
24 are solely responsible for safeguarding your User Content, and we have no duty to store copies of User Content for
25

26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 availability to you or any user after such User Content has been deleted or an Account has been closed except as
2 otherwise provided under the Terms.

3 3.4 You agree that we may collect and use (i) User Content, (ii) metrics regarding your use of the
4 Services, including evaluating how you use the Services ("**Usage Data**"), (iii) technical data, and (iv) related
5 information that is gathered periodically, to improve the Services, including to facilitate new features or improve
6 existing features, to facilitate the provision of software updates, for product support purposes, and to provide other
7 services (if any) to you related to the Services.
8

9 **4. USAGE LICENSE AND POLICY**

10
11 4.1 Subject to the Terms and for as long as you have a valid Account with us, we grant you a
12 limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Services as they are
13 provided to you by us, only as set forth in the Terms. Under the license you may use the Site and/or the Services in
14 accordance with the terms stipulated hereunder within any territory from which you have access to the Site and/or
15 the Services.
16

17 4.2 All software and software-as-a-service (SaaS) used in connection with the Services
18 ("**Software**") is proprietary to us or to third parties, and any use, redistribution, sale, de-compilation, reverse
19 engineering, disassembly, translation, or reduction of the Software is prohibited. The Software is licensed, not sold.
20 You agree that we may update the Software without notice, at any time and in our sole discretion, and that the Terms
21 will apply to any updated versions.
22

23 4.3 End User is granted a license to install and use the Software on an unlimited number of
24 computers of End User.
25
26

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 4.4 You agree not to access (or attempt to access) the Services by any means other than through
2 the interface that is provided by us, unless you have been specifically allowed to do so in a separate agreement with
3 us. You specifically agree not to access (or attempt to access) any part of our Services through any automated means
4 (including use of scripts, crawlers, or similar technologies from time to time).

5 4.5 No use of the Services or User Content may: (i) infringe, misappropriate, or violate a third
6 party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of
7 publicity or privacy; (ii) violate, or encourage any conduct that would violate, any applicable law or regulation or
8 would give rise to liability of any kind; (iii) be fraudulent, false, misleading, or deceptive; (iv) be defamatory,
9 obscene, pornographic, vulgar, or offensive; (v) promote discrimination, bigotry, racism, hatred, harassment, or
10 harm against any individual or group; (vi) promote violence or actions that are threatening to any other person; or
11 (vii) promote illegal or harmful activities or substances.

12 4.6 You agree that you will not use the Services to (i) decompile, disassemble, reverse engineer,
13 copy, or transfer the Services (or otherwise extract knowledge from or create derivative works of the Services), (ii)
14 transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, or any
15 other form of solicitation; (iii) use the Services in a manner that (a) is likely to interrupt, suspend, slow down or
16 hinder the continuity of the Services, (b) constitutes an intrusion or attempt to break into the Services, (c) will divert
17 of the Services' system resources, (d) may place a disproportionate load on the infrastructure of the Services, or (e)
18 constitutes an attack on security and authentication measures of the Services; or (iv) attack the operational capacity
19 of the Site or Services by any means, such as: sending mass e-mails (spam); carrying out hacking attempts or brute-
20 force attacks; using or sending spy software, facilitate any viruses, trojan horses, worms or other computer
21 programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any
22 system, data or information.
23
24
25
26

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 4.7 You must use all reasonable efforts to prevent any unauthorized access to, or use of, the Site
2 and/or Services and, in the event of any such unauthorized access or use, promptly notify us.

3 4.8 You agree to inform us promptly about any legal complaint, claim or action related to the User
4 Content you have uploaded using the Services.

5
6 **5. ROKOKO ASSETS**
7

8 5.1 The license to use the Services includes a license to the assets provided/made available by us
9 as part of the Services ("**Rokoko Assets**"). Rokoko Assets can be both sample data/assets produced and owned by
10 us as well as Motion Library Assets owned by third parties. The license to each Rokoko Asset is limited to the
11 period in which you have an Account. Unless otherwise stated, the definition of "Services" in the Terms also
12 covers/includes Rokoko Assets.
13

14 5.2 The Services permit you to collaborate with other End Users, including sharing Rokoko Assets
15 (and User Content) between Rokoko Studio Teams (as such Rokoko Studio Teams are used and defined in/by use of
16 the Services). You represent and warrant to always respect the rights in and license terms of any Rokoko Assets
17 (and/or User Content) purchased, shared by/with you, or otherwise used with/in the Services.
18

19 5.3 You may download and make copies of the Rokoko Assets for legitimate purposes, including
20 back-up purposes, subject to the Terms. In addition, we acknowledge that copies of the Rokoko Assets may be made
21 when the Rokoko Assets have been integrated as part of digital media productions. Unless expressly provided for in
22 the license terms of the specific Rokoko Asset, you may not reproduce, distribute, sublicense, rent, lease or lend any
23 Rokoko Asset other than as follows from the above.
24

25
26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 5.4 You may not use any Rokoko Assets obtained or provided under this agreement for the
2 purpose of developing, training, or enhancing machine learning and/or AI models or algorithms, whether for
3 commercial or non-commercial purposes, without the explicit written consent of the Company.

4 **6. INTELLECTUAL PROPERTY RIGHTS**

5
6 6.1 The Terms do not grant you any rights in connection with any trademarks or service marks of
7 us or our suppliers.

8
9 6.2 All title and intellectual property rights in and to the Services (including Software, images,
10 photographs, animations, graphics, 3D graphics, video, audio, music, text, and tutorials incorporated into the
11 Services), the accompanying printed materials, and any copies of the Services, are owned by us. All rights not
12 expressly granted are reserved by us.

13
14 6.3 You retain all your rights to User Content and are responsible for protecting those rights. You
15 grant us the right to access, use, or modify such User Content only as necessary to provide the Services and carry out
16 our obligations under the Terms, including to correct errors of the Software and Services and for statistical purposes.

17
18 **7. DATA PROTECTION AND PROCESSING OF PERSONAL DATA**

19
20 7.1 We base the processing of your personal data on legitimate interest under applicable data
21 protection law, to provide you with the necessary functionality required during the use of the Site and/or Services
22 and to develop and improve the Site and/or Services.

23
24 **8. TERM AND TERMINATION**

25
26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 8.1 Your license, subscription plan, and payment obligation will renew automatically until you
2 cancel them. Subscription prices may change and will renew at the then-applicable subscription cost. To avoid
3 billing for a renewed subscription period, you must cancel or downgrade your subscription before the lapse of the
4 existing subscription period. Any downgrade shall take effect at the beginning of the next subscription period.
5 Please be aware, that after downgrading you will lose the right to use certain Services available only under the
6 relevant subscription plan and that may affect your ability to use your projects.

7 8.2 If you fail to comply with the terms and conditions of the Terms or in any way abuse or misuse
8 the Software or Services, we may terminate the license, including all license rights granted herein, with immediate
9 effect. If you breach the Terms or applicable law, we may also terminate your Account or your access to the Site
10 and/or the Services immediately at any time.

11 8.3 In the event of a breach of the Terms, we have the right to sue for infringement and/or breach
12 of contract, for which we will seek all damages and remedies available including attorney's fees and all associated
13 costs plus all estimated current and future earnings incurred by you due to the abuse or misuse.
14

15 8.4 Upon termination of the license, we have the right, but not the obligation, to permanently
16 delete your Account. Such deletion will also delete your User Content. We have no obligation to maintain your User
17 Content, and we have no liability for any terminated use of the Site or Services, including for termination of your
18 Account or deletion of your User Content.
19

20
21 **9. PUBLICITY**

22 9.1 Each Party hereby gives its consent to publication of the other Party's name for marketing
23 purposes.
24

25
26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

10. DISCLAIMER OF WARRANTIES

1
2
3 10.1 YOU UNDERSTAND AND ACCEPT THAT YOUR USE OF THE SERVICES IS AT
4 YOUR SOLE RISK AND THAT THE SERVICES AND SOFTWARE ARE, TO THE MAXIMUM EXTENT
5 PERMITTED BY APPLICABLE LAW, PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. IN
6 PARTICULAR, WE, OUR SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND THEIR
7 LICENSORS, DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES
8 WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED,
9 TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT
10 OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (D) THAT DEFECTS IN
11 THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE
12 SERVICES WILL BE CORRECTED.

13
14 10.2 YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK AND
15 YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, OR OTHER
16 DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

17
18 10.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU FURTHER
19 EXPRESSLY DISCLAIM ALL WARRANTIES TERMS AND CONDITIONS OF ANY KIND, WHETHER
20 EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES TERMS AND
21 CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR
22 PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE SERVICES.

11. LIMITATION OF LIABILITY

23
24
25
26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 11.1 THE LIABILITY OF US AND OUR SUBSIDIARIES, HOLDING COMPANIES,
2 REPRESENTATIVES AND OTHER AFFILIATES TOWARDS YOU FROM ALL CAUSES OF ACTION AND
3 UNDER ALL THEORIES OF LIABILITY UNDER THESE TERMS WILL BE LIMITED TO THE AMOUNTS
4 PAID TO US BY YOU IN THE PAST SIX MONTHS FOR THE SERVICES RELATING TO THE DISPUTE. IN
5 NO EVENT SHALL WE OR OUR SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND
6 OTHER AFFILIATES BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE
7 OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO
8 EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN
9 CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES, WHETHER SUCH LIABILITY
10 ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING
11 NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN
12 ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL
13 SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THE TERMS IS FOUND TO
14 HAVE FAILED OF ITS ESSENTIAL PURPOSE.

15 11.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES,
16 HOLDING COMPANIES, REPRESENTATIVES AND AFFILIATES, AND THEIR LICENSORS SHALL NOT
17 BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING
18 LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS,
19 ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR
20 TRANSACTION BETWEEN YOU AND US OR ANY DEVELOPER, ADVERTISER OR SPONSOR WHOSE
21 ADVERTISING APPEARS IN THE SERVICES; OR FOR ANY PERMANENT OR TEMPORARY CESSATION
22 IN THE PROVISION OF THE SERVICES; (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO
23 STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY
24 OR THROUGH YOUR USE OF THE SERVICES; (IV) YOUR FAILURE TO PROVIDE US WITH ACCURATE
25 ACCOUNT INFORMATION;

26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1
2 **12. AMENDMENTS**

3 12.1 We reserve the right to amend the terms and conditions of the Terms at any time with 1 (one)
4 month prior notice. The most recent version of the Terms may be found at <https://www.rokoko.com/terms>.

5
6 **13. EXPORT RESTRICTIONS**

7
8 13.1 Rokoko Assets available as part of the Services may be subject to laws, administrative
9 regulations, and executive orders of those authorities responsible according to any applicable laws relating to the
10 control of imports and exports of the Rokoko Assets (“**Export Laws**”). You agree to comply with all applicable
11 Export Laws and you shall not export or re-export directly or indirectly (including via remote access) any part of the
12 Rokoko Assets to anyone in any country to which a license is required under the Export Laws without first obtaining
13 a license.

14
15 **14. VENUE AND APPLICABLE LAW**

16
17 14.1 The Terms and our relationship under the Terms shall be governed by the laws of Denmark
18 without regard to its conflict of laws provisions. Any dispute arising out of or in connection with the Terms,
19 including any disputes regarding the existence, validity or termination thereof, shall be settled by simplified
20 arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration
21 procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are
22 commenced. Notwithstanding this, you agree that we are allowed to apply for injunctive remedies (or an equivalent
23 type of urgent legal relief) in any jurisdiction without providing security.

24
25
26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT Q.2

The terms of use made active on or around March, 30th 2025

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.



Matthew R. Walsh

Plaintiff in pro per

1 ROKOKO STUDIO AND VISION - STANDARD TERMS OF USE

2 Effective Date: 22 March 2025

3
4 1. PARTIES AND BACKGROUND

5
6 1.1 Rokoko Electronics ApS is a company existing and organized under the laws of Denmark (in
7 these Terms of Use Rokoko Electronics ApS shall be referred to as the Company, we, us, or any similar expression).
8 You may contact us through e-mail at support@rokoko.com. We have developed and operate the Rokoko Studio
9 platform located at <https://www.rokoko.com/studio> (Site) and the Rokoko Vision platform located at
10 <https://www.rokoko.com/products/vision> (Site), which allows users to create, store, and share 3D assets
11 (collectively, with all other services accessible through the Site, referred to as the Services).

12
13 1.2 You are the “Customer” under these Standard Terms of Use (the “Terms”) if you are (a) an
14 individual subscribing to Services; or (b) an organization subscribing to Services to be used by one or more of your
15 employees. If you are an organization ordering Services, the individual who agrees to this Agreement on your behalf
16 must have the authority to bind the organization and its End Users to this Agreement.

17
18 1.3 You are the “End User” under the Terms if you have a Rokoko ID and have been using the
19 Services in your capacity as an end user, including as an individual Customer or as an individual authorized to use
20 the Services by an organization who is a Customer.

21
22 1.4 If we do not specify whether certain language refers to an End User or Customer, then our
23 use of “you” refers to both End Users and Customers.

24
25
26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 1.5 By registering an Account (as defined below) with us; by installing, copying, accessing,
2 downloading or otherwise using Software (as defined below), or by using the Services, you agree to be bound by the
3 Terms, which we may update from time to time. Your continued use of the Services (or any User Content
4 downloaded from the Services) constitutes your consent to such changes following to such updates. Please read this
5 agreement carefully and check the Terms periodically for changes. If you do not agree to the Terms and any later
6 changes thereto, you may not use the Services.

7 1.6 The Terms apply to your use of the Site and/or the Services and shall govern the contractual
8 relationship between you and us.

9 1.7 The Terms apply to any updates or supplements to the Site, Software and/or the Services,
10 unless they come with separate terms, in which case those terms apply. If any open-source software is included in
11 the Site, Software or in the Services, the terms of an open-source license may override some of the provisions of the
12 Terms. Certain features of the Services or Site may be subject to additional guidelines, terms, or rules, which will be
13 posted at the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated
14 by reference into the Terms and shall be deemed included in the contractual relationship.

15 1.8 Personal data is subject to our Privacy Policy published at the Site (currently at
16 <https://www.rokoko.com/privacy-policy>

17 1.9 The terms of which are incorporated herein by reference and shall be deemed included in the
18 contractual relationship. Please review our Privacy Policy to understand our practices.

19
20
21
22
23 **2. REGISTRATION AND SUBSCRIPTIONS**

24
25
26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 2.1 Before the first use of the Services, you will be required to register and create an account
2 (“Account”) by providing the required information as prompted at the Site. You must choose an e-mail address at
3 which we can contact you.

4 2.2 Each End User is assigned unique login credentials that grant the User access to the Services
5 subscribed for. You are expressly forbidden from allowing another individual to access the Services using the same
6 login credentials. Each End User account must correspond solely to one individual person. You are responsible for
7 keeping your login credentials including your password confidential. This means, that you should not share it with
8 anyone else, should not permit or enable third parties to gain access to it, and that you shall take all steps necessary
9 to guarantee its confidentiality and security. If your password is lost, misused, or otherwise compromised, or if you
10 suspect that it has been lost, misused, or otherwise compromised, you must notify us of this immediately via our
11 email to support@rokoko.com.

12 2.3 We offer several subscription plans, each with differing conditions, use limitations, and
13 interfaces. Detailed description of the subscription plans, including pricing and features, are available at
14 <https://www.rokoko.com/studio/pricing>. You can find specific details regarding your subscription within your
15 Account. We reserve the right to modify, terminate or otherwise amend our subscription plans at any time, in our
16 sole and absolute discretion, including to change the price of a subscription plan.

17 2.4 The subscription fees of the individual plans are subject to a monthly/yearly subscription fee
18 determined by the number of individual End Users (identified by e-mail accounts) registered by the Customer for the
19 specific Account.
20

21 2.5 You must pay the subscription fee for the Services in accordance with the subscription plan
22 and/or the payment procedure provided on the Site or in the Services, including any add-on fees. If we cannot charge
23 your payment method for any reason (such as expiration or insufficient funds), and you have not cancelled your
24

25 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
26 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
27 8:30AM RESERVATION ID: 595480534971
28

1 subscription, you will remain responsible for any uncollected amounts, and we reserve the right to collect such
2 amounts.

3 2.6 All subscription fees and any other payment under the Terms are invoiced by us unless we
4 notify you otherwise in writing. Unless otherwise provided, all prices are in USD and are exclusive of value added
5 tax (VAT) and other government taxes, banking fees, and regulatory fees that have been or are later imposed.
6

7
8 3. USER CONTENT

9 3.1 You are solely responsible for all information and content that you create/generate using,
10 submit to use, or use with or store within the Site and/or Services (including animations, 3D models, images, audio,
11 and related content, as well as user comments) (“User Content”). We accept no responsibility for any User Content
12 created or uploaded by you or other End Users, and you create and use such User Content at your own risk. We
13 accept no responsibility for any User Content and give no warranty that the User Content is accurate, complete,
14 useful for any purpose (direct or implied) that may be published at the Site. Except as otherwise set forth in the
15 Terms, we do not claim ownership over any User Content.
16

17 3.2 You are solely responsible for ensuring that any User Content you submit to the Services
18 complies with any applicable laws and third-party rights, including to any intellectual property, privacy, and
19 publicity rights and laws, and that all required notices have been provided to, and required consents and releases
20 have been obtained from, individuals who are the subject of, or owners of, any User Content. We reserve the right
21 (but have no obligation) to review any User Content and its compliance with the Terms. We have the right to take in
22 our discretion any measures to protect us against any such violation, including to stop providing you with the
23 Services, deny you access to the Site, Services and/or to your Account, and/or terminate your Account or
24 subscription.
25

26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 3.3 You agree to bear all risks associated with your User Content and your licensing thereof. You
2 are solely responsible for safeguarding your User Content, and we have no duty to store copies of User Content for
3 availability to you or any user after such User Content has been deleted or an Account has been closed except as
4 otherwise provided under the Terms.

5 3.4 You agree that we may collect and use (i) User Content, (ii) metrics regarding your use of the
6 Services, including evaluating how you use the Services, which shall be referred to as "Usage Data", (iii) technical
7 data, and (iv) related information that is gathered periodically, (a) to provide the Services, (b) to improve the
8 Services, including developing new features/Services or improving existing features, technologies or products, to
9 facilitate the provision of updates, for product support purposes, (c) to improve any other services or products
10 provided by the Company and (d) to sub-license this to third parties in an anonymized form never to be redistributed
11 in its original form strictly for the purpose of developing and improving their services or products
12

13 4. USAGE LICENSE AND POLICY TO SERVICES
14

15 4.1 Subject to the Terms and for as long as you have a valid Account with us, we grant you a
16 limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Services as they are
17 provided to you by us, only as set forth in the Terms. Under the license you may use the Site and/or the Services in
18 accordance with the terms stipulated hereunder within any territory from which you have access to the Site and/or
19 the Services.
20

21 4.2 All software and software-as-a-service (SaaS) used in connection with the Services
22 ("Software") is proprietary to us or to third parties, and any use, redistribution, sale, de-compilation, reverse
23 engineering, disassembly, translation, or reduction of the Software is prohibited. The Software is licensed, not sold.
24 You agree that we may update the Software without notice, at any time and in our sole discretion, and that the Terms
25 will apply to any updated versions.
26

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 4.3 End User is granted a license to install and use the Software on an unlimited number of
2 computers of End User.

3
4 4.4 You agree not to access (or attempt to access) the Services by any means other than through
5 the interface that is provided by us, unless you have been specifically allowed to do so in a separate agreement with
6 us. You specifically agree not to access (or attempt to access) any part of our Services through any automated means
7 (including use of scripts, crawlers, or similar technologies from time to time).

8
9 4.5 No use of the Services or User Content may: (i) infringe, misappropriate, or violate a third
10 party's patent, copyright, trademark, trade secret, moral rights, or any other intellectual property rights, or rights of
11 publicity or privacy; (ii) violate, or encourage any conduct that would violate, any applicable law or regulation or
12 would give rise to liability of any kind; (iii) be fraudulent, false, misleading, or deceptive; (iv) be defamatory,
13 obscene, pornographic, vulgar, or offensive; (v) promote discrimination, bigotry, racism, hatred, harassment, or
14 harm against any individual or group; (vi) promote violence or actions that are threatening to any other person; or
15 (vii) promote illegal or harmful activities or substances.

16
17 4.6 You agree that you will not use the Services/Software to (i) decompile, disassemble, reverse
18 engineer, copy, or transfer the Services/Software (or otherwise extract knowledge from or create derivative works of
19 the Services/Software), (ii) transmit or otherwise make available any unsolicited or unauthorized advertising,
20 promotional materials, or any other form of solicitation; (iii) use the Site/Services in a manner that (a) is likely to
21 interrupt, suspend, slow down or hinder the continuity of the Site/Services, (b) constitutes an intrusion or attempt to
22 break into the Site/Services, (c) will divert of the Site/Services' system resources, (d) may place a disproportionate
23 load on the infrastructure of the Site/Services/Software, or (e) constitutes an attack on security and authentication
24 measures of the Site/Services/Software; or (iv) attack the operational capacity of the Site or Services by any means,
25 such as: sending mass e-mails (spam); carrying out hacking attempts or brute-force attacks; using or sending spy
26

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 software, facilitate any viruses, trojan horses, worms or other computer programming routines that may damage,
2 detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

3 4.7 You must use all reasonable efforts to prevent any unauthorized access to, or use of, the Site
4 and/or Services and, in the event of any such unauthorized access or use, promptly notify us.

5
6 4.8 You agree to inform us promptly about any legal complaint, claim or action related to the
7 User Content you have uploaded using the Services.

8
9 5. ROKOKO ASSETS

10
11 5.1 The license to use the Services includes a license to access and use the assets provided/made
12 available by us as part of the Services ("Rokoko Assets"). Rokoko Assets can be both sample data/assets produced
13 and owned by us as well as Motion Library Assets owned by third parties. The license to each Rokoko Asset is
14 limited to the period in which you have an Account. Unless otherwise stated, the definition of "Services" in the
15 Terms also covers/includes Rokoko Assets.

16
17 5.2 The Services permit you to collaborate with other End Users, including sharing Rokoko
18 Assets (and User Content) between Rokoko Teams (as such Rokoko Teams are used and defined in/by use of the
19 Services). You represent and warrant to always respect the rights in and license terms of any Rokoko Assets (and/or
20 User Content) purchased, shared by/with you, or otherwise used with/in the Services.

21
22 5.3 You may download and make copies of the Rokoko Assets for legitimate purposes, including
23 back-up purposes, subject to the Terms. In addition, we acknowledge that copies of the Rokoko Assets may be made
24 when the Rokoko Assets have been integrated as part of digital media productions. Unless expressly provided for in
25

26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 the license terms of the specific Rokoko Asset, you may not reproduce, distribute, sublicense, rent, lease or lend any
2 Rokoko Asset other than as follows from the above.

3 5.4 You may not use any assets obtained or provided under this agreement for the purpose of
4 developing, training, or enhancing machine learning and/or AI models or algorithms, whether for commercial or
5 non-commercial purposes, without the explicit written consent of the Company.
6

7 6. INTELLECTUAL PROPERTY RIGHTS
8

9 6.1 The Terms do not grant you any rights in connection with any trademarks or service marks of
10 us or our suppliers.
11

12 6.2 All title and intellectual property rights in and to the Services (including Software, images,
13 photographs, animations, graphics, 3D graphics, video, audio, music, text, and tutorials incorporated into the
14 Services), the accompanying printed materials, and any copies of the Services, are owned by us. All rights not
15 expressly granted are reserved by us.
16

17 6.3 You retain all rights to your User Content and are responsible for protecting those rights. You
18 hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right to access, use, copy, and
19 modify any intellectual property rights that arise in connection with the User Content, Usage Data and any other
20 Data related to you (if any), strictly for the purposes of providing the Services and to exercise such other rights,
21 which are explicitly set out in these Terms. All User Content is to be fully anonymized and never distributed in its
22 original form from any subcontractor or third-party licensor.
23
24
25
26

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 6.4 Where the Customer is an organisation and where the End User is not the same as the
2 Customer, the Customer warrants that all necessary intellectual property rights have been obtained from the End
3 User.

4 7. DATA PROTECTION AND PROCESSING OF PERSONAL DATA

5
6 7.1 In connection with the use of the Site and/or Services, we may process data that qualify as
7 personal data under the EU General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR"). Our
8 processing of personal data is further detailed in our privacy policy, which is available on our website and updated
9 regularly to provide sufficient information about our processing activities.[Ad1] [Ad2]

10
11 8. TERM AND TERMINATION

12
13 8.1 Your license, subscription plan, and payment obligation will renew automatically until you
14 cancel them. Subscription prices may change and will renew at the then-applicable subscription cost. To avoid
15 billing for a renewed subscription period, you must cancel or downgrade your subscription before the lapse of the
16 existing subscription period. Any downgrade shall take effect at the beginning of the next subscription period.
17 Please be aware, that after downgrading you will lose the right to use certain Services available only under the
18 relevant subscription plan and that may affect your ability to use your projects.

19
20 8.2 If you fail to comply with the terms and conditions of the Terms or in any way abuse or
21 misuse the Software or Services, we may terminate the license, including all license rights granted herein, with
22 immediate effect. If you breach the Terms or applicable law, we may also terminate your Account or your access to
23 the Site and/or the Services immediately at any time.

24
25
26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 8.3 In the event of a breach of the Terms, we have the right to sue for infringement and/or breach
2 of contract, for which we will seek all damages and remedies available including attorney's fees and all associated
3 costs plus all estimated current and future earnings incurred by you due to the abuse or misuse.

4 8.4 Upon termination of the license, we have the right, but not the obligation, to permanently
5 delete your Account. Such deletion will also delete your User Content. We have no obligation to maintain your User
6 Content, and we have no liability for any terminated use of the Site or Services, including for termination of your
7 Account or deletion of your User Content.

8 9. PUBLICITY

9
10 9.1 Each Party hereby gives its consent to publication of the other Party's name for marketing
11 purposes.

12
13 10. DISCLAIMER OF WARRANTIES

14
15 10.1 You understand and accept that your use of the services is at your sole risk and that the
16 services and software are, to the maximum extent permitted by applicable law, provided "as is" without warranty of
17 any kind. In particular, we, our subsidiaries, holding companies and affiliates, and their licensors, do not represent or
18 warrant to you that: (a) your use of the services will meet your requirements, (b) your use of the services will be
19 uninterrupted, timely, secure or free from error, (c) any information obtained by you as a result of your use of the
20 services will be accurate or reliable, and (d) that defects in the operation or functionality of any software provided to
21 you as part of the services will be corrected.

22
23 10.2 Your use of the services is at your own discretion and risk and you are solely responsible for
24 any damage to your computer system, or other device, or loss of data that results from such use.

25
26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 10.3 To the maximum extent permitted by applicable law, you further expressly disclaim all
2 warranties, terms, and conditions of any kind, whether express or implied, including, but not limited to any implied
3 warranties, terms, and conditions of merchantability, satisfactory quality, fitness for a particular purpose, and non-
4 infringement, with respect to the services.

5 11. LIMITATION OF LIABILITY

6
7 11.1 The liability of us and our subsidiaries, holding companies, representatives, and other
8 affiliates towards you from all causes of action and under all theories of liability under these terms will be limited to
9 the amounts paid to us by you in the past six months for the services relating to the dispute. In no event shall we or
10 our subsidiaries, holding companies, representatives, and other affiliates be liable to you for any special, incidental,
11 exemplary, punitive, or consequential damages (including loss of data, business, profits, or ability to execute) or for
12 the cost of procuring substitute products arising out of or in connection with these terms or your use of the services,
13 whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict
14 liability, or otherwise, and whether or not we have been advised of the possibility of such loss or damage. The
15 foregoing limitations will survive and apply even if any limited remedy specified in the terms is found to have failed
16 of its essential purpose.

17 11.2 You expressly understand and agree that we, our subsidiaries, holding companies,
18 representatives, and affiliates, and their licensors shall not be liable to you for any loss or damage which may be
19 incurred by you, including loss or damage as a result of: (i) any reliance placed by you on the completeness,
20 accuracy, or existence of any advertising, or as a result of any relationship or transaction between you and us or any
21 developer, advertiser, or sponsor whose advertising appears in the services; or for any permanent or temporary
22 cessation in the provision of the services; (iii) the deletion of, corruption of, or failure to store, any content and other
23 communications data maintained or transmitted by or through your use of the services; (iv) your failure to provide
24 us with accurate account information.

25
26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

12. AMENDMENTS

1
2 12.1 We reserve the right to amend the terms and conditions of the Terms at any time with 1 (one)
3 month prior notice. The most recent version of the Terms may be found at <https://www.rokoko.com/terms>.

4
5 12.2 Reasons for amendments may include, but are not limited to new legislation, regulatory
6 requirements, introduction of new features or products or changes in our business model.

7
8 13. EXPORT RESTRICTIONS

9
10 13.1 Rokoko Assets available as part of the Services may be subject to laws, administrative
11 regulations, and executive orders of those authorities responsible according to any applicable laws relating to the
12 control of imports and exports of the Rokoko Assets (“Export Laws”). You agree to comply with all applicable
13 Export Laws and you shall not export or re-export directly or indirectly (including via remote access) any part of the
14 Rokoko Assets to anyone in any country to which a license is required under the Export Laws without first obtaining
15 a license.

16
17 14. VENUE AND APPLICABLE LAW

18
19 14.1 The Terms and our relationship under the Terms shall be governed by the laws of Denmark
20 without regard to its conflict of laws provisions. Any dispute arising out of or in connection with the Terms,
21 including any disputes regarding the existence, validity or termination thereof, shall be settled by simplified
22 arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration
23 procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are
24 commenced. Notwithstanding this, you agree that we are allowed to apply for injunctive remedies (or an equivalent
25 type of urgent legal relief) in any jurisdiction without providing security.

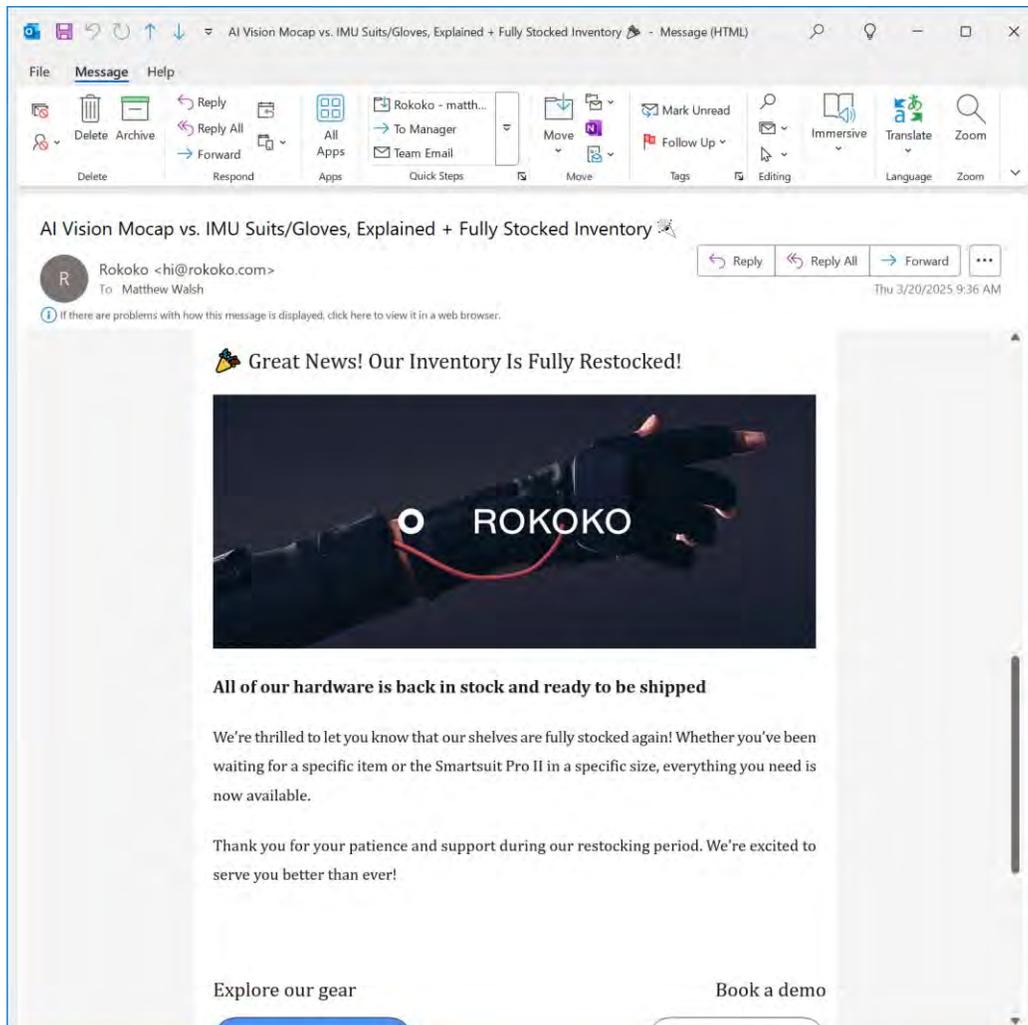
26
27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

EXHIBIT R

1 Defendant notified consumers they finally have a full stock of hardware (post-litigation); ending a period of
2 inventory drought. However, just days later, Defendant claimed they do not stock inventory in-office so they could
3 not prove inventory to Plaintiff (Compl. ¶ 51). Yet, their website, shipping labels, returns and support e-mails claim
4 otherwise.



22 Authentication on next page

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

1 I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California
2 that this is a true and correct copy of a document I personally received, created, or obtained in
3 connection with this case, and it has not been altered.

4 Executed this 5th day of June, 2025 in Santa Clarita, California.



5
6
7
8 Matthew R. Walsh

9 Plaintiff in pro per
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

EXHIBIT S

1 This folder represents a single day’s capture from Plaintiff’s video game project. Over the course of production,
2 Plaintiff created over 450 original motion capture animations — each directed, performed, and recorded using
3 Plaintiff’s own hardware and team. These animations are typically uncut, long-form sequences that will almost
4 always include at least three components: a lead-in transition, a primary animation body, and a lead-out transition.
5 When prepared for in-game use, these are split into separate, standalone assets — effectively tripling the number of
6 distinct creative works. Therefore, the actual number of infringing works unlawfully accessed and/or
7 misappropriated by Defendant exceeds **1,350**.

Matthew R. Walsh

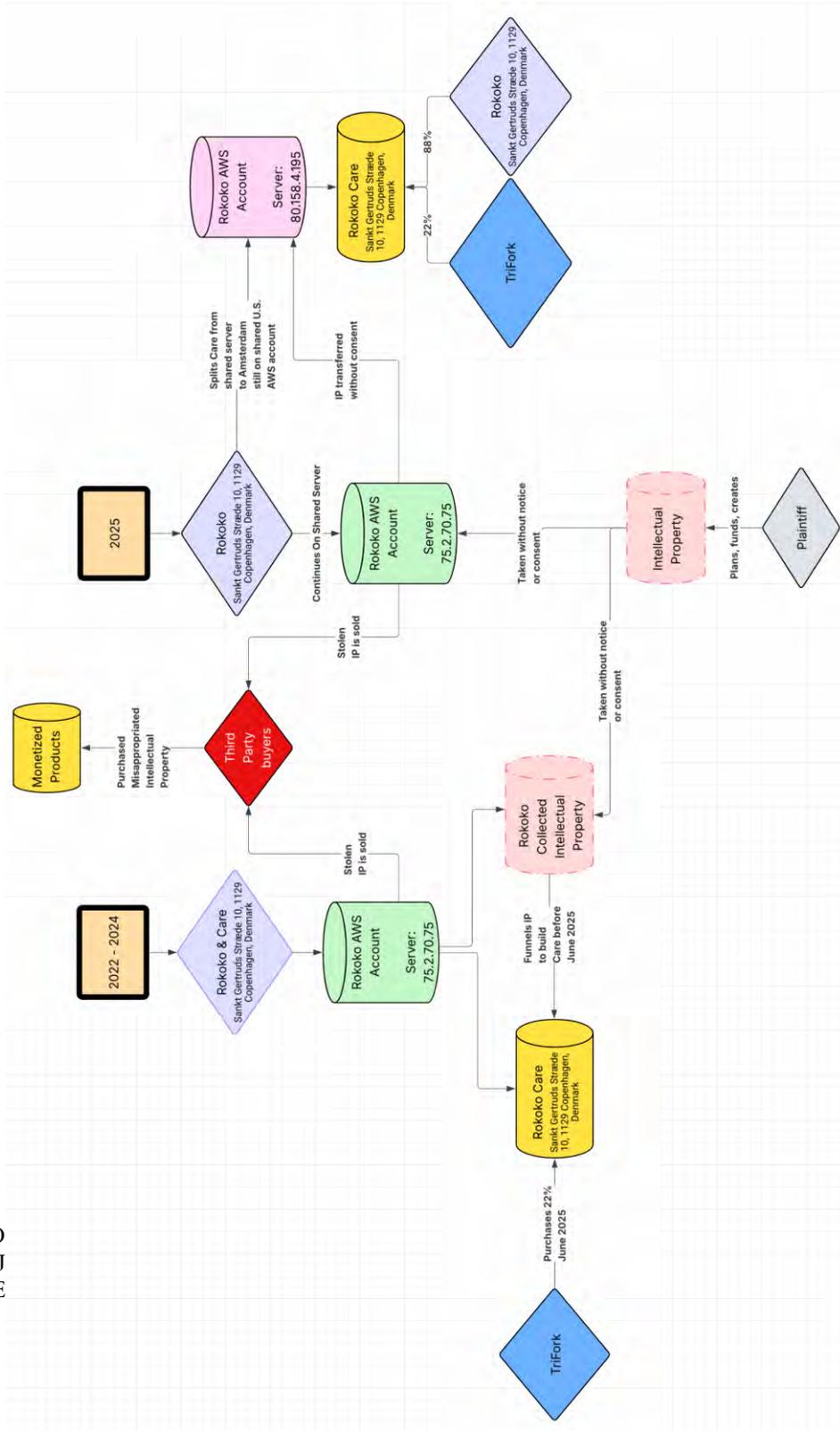
Plaintiff in pro per

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

EXHIBIT T

A diagram showing the interconnection between The Parallel Company and Defendant, the flow of IP to third parties, the storage, the timeline and separation thereof. Authentication on next page.



NOTICE O
DEPT. 30 J
8:30AMRE

SSIGNED TO

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California
2 that this is a true and correct copy of a document I personally received, created, or obtained in
3 connection with this case, and it has not been altered.

4 Executed this 5th day of June, 2025 in Santa Clarita, California.



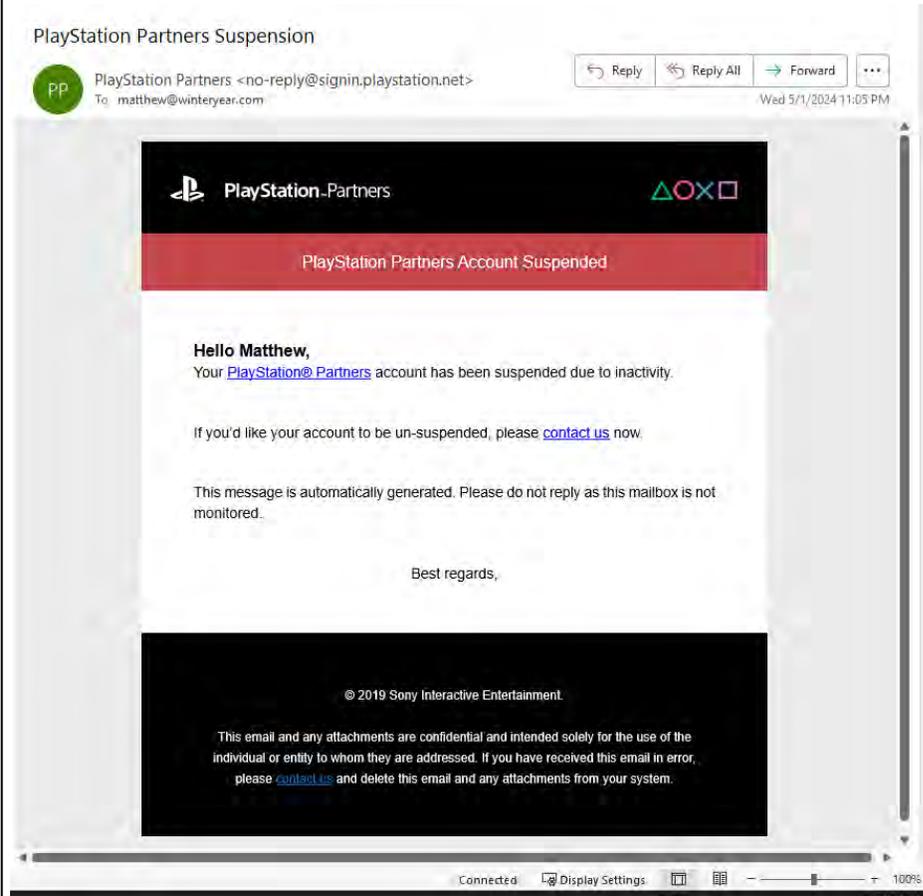
5
6
7
8 Matthew R. Walsh

9 Plaintiff in pro per
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

EXHIBIT U

Sony cancelled Plaintiff's developer account because Plaintiff did not deliver his game in time.



I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

A handwritten signature in black ink, appearing to read "Matthew R. Walsh", is written over a horizontal line.

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Matthew R. Walsh

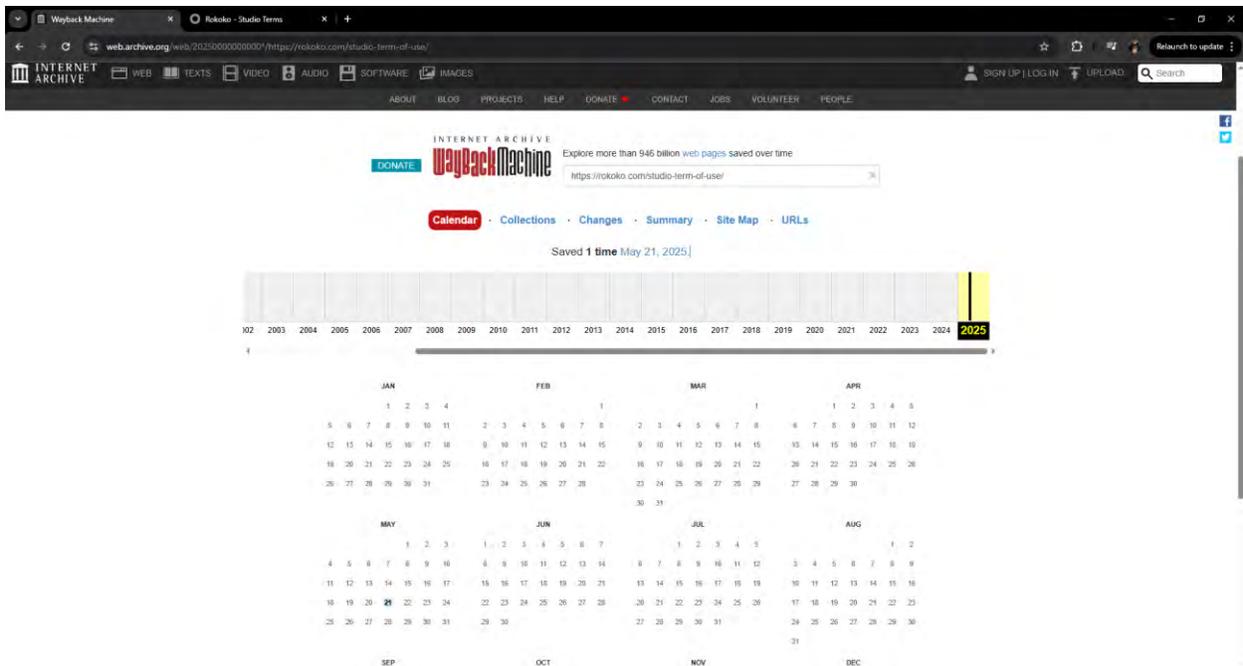
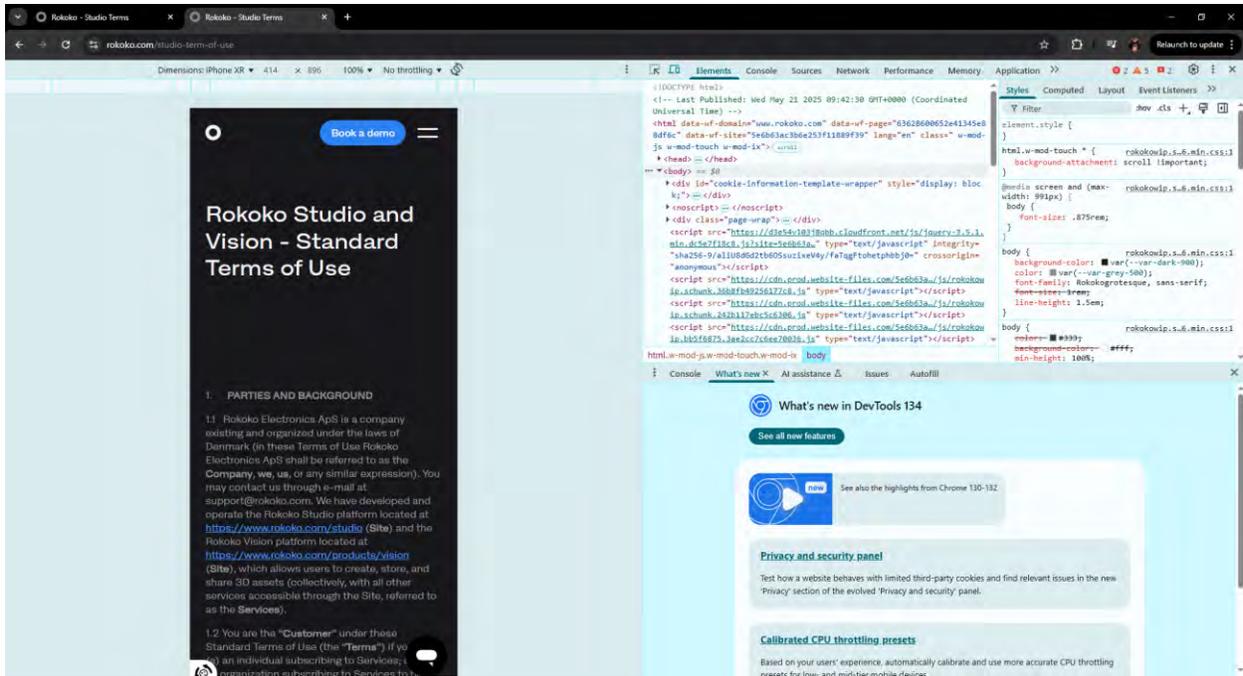
Plaintiff in pro per

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971

EXHIBIT V

Defendant unblocked the WayBackMachine and it started indexing the spoliated page again.



NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

Authenticated on next page

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971

1 I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California
2 that this is a true and correct copy of a document I personally received, created, or obtained in
3 connection with this case, and it has not been altered.

4 Executed this 5th day of June, 2025 in Santa Clarita, California.



5
6
7
8 Matthew R. Walsh

9 Plaintiff in pro per
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

27 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT ASSIGNED TO
28 DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE: 07/01/2025 HEARING TIME:
8:30AM RESERVATION ID: 595480534971



Journal Technologies Court Portal

Make a Reservation

MATTHEW R. WALSH vs ROKOKO ELECTRONICS

Case Number: 25STCV13828 Case Type: Civil Unlimited Category: Tortious Interference

Date Filed: 2025-05-12 Location: Stanley Mosk Courthouse - Department 30

Reservation

Case Name: MATTHEW R. WALSH vs ROKOKO ELECTRONICS	Case Number: 25STCV13828
Type: Motion for Summary Judgment	Status: RESERVED
Filing Party: Matthew R. Walsh (Plaintiff)	Location: Stanley Mosk Courthouse - Department 30
Date/Time: 07/01/2025 8:30 AM	Number of Motions: 1
Reservation ID: 595480534971	Confirmation Code: CR-I5DXYUXFWMYCSFAYU

Fees

Description	Fee	Qty	Amount
Motion for Summary Judgment	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount: \$0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

[Print Receipt](#)

[Reserve Another Hearing](#)

[View My Reservations](#)

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/05/2025 9:38 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Hung, Deputy Clerk

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
(661) 644-0012
Plaintiff In Pro Per,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387,

Case No.: 25STCV13828

Plaintiff In Pro Per,

MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF’S MOTION FOR SUMMARY
JUDGMENT

vs.

ROKOKO ELECTRONICS
(AND DOES 1 THROUGH 50, INCLUSIVE)
31416 AGOURA RD STE 118
WESTLAKE VILLAGE, CA
91361

Assigned to dept. 30
Judge: Hon. Dean J. Kitchens
Hearing Date: 07/01/2025
Hearing Time: 8:30AM
Reservation ID: 595480534971

Defendant

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF
PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT**

Assigned to dept. 30
Judge: Hon. Dean J. Kitchens
Hearing Date: 07/01/2025
Hearing Time: 8:30AM
Reservation ID: 595480534971

1. INTRODUCTION

Plaintiff Matthew R. Walsh respectfully moves for summary judgment against Defendant

Rokoko Electronics. There are no triable issues of material fact. The evidence submitted
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF’S MOTION FOR
SUMMARY JUDGMENT ASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENS HEARING DATE:
07/01/2025 HEARING TIME: 8:30AM RESERVATION ID: 595480534971 - 1

1 demonstrates that Defendant engaged in tortious interference, deceptive and fraudulent
2 conduct, violations of the Song-Beverly Act, misappropriation of intellectual property,
3 infringement of the same, other related offenses, and is liable under numerous statutory
4 and common law claims. Further, Defendant is in procedural default, yet Plaintiff wishes
5 to prove his case and render judgment on the merits so that it may be enforced in
6 Denmark, where Defendant is domiciled. Summary judgment is proper pursuant to Code
7 of Civil Procedure section 437c.
8

9
10
11 **2. LEGAL STANDARD**

12 Under California Code of Civil Procedure section 437c, summary judgment shall be
13 granted when no triable issue of material fact exists and the moving party is entitled to
14 judgment as a matter of law. The moving party bears the initial burden of production to
15 make a prima facie showing of entitlement to judgment. (Aguilar v. Atlantic Richfield
16 Co. (2001) 25 Cal.4th 826, 850.) Once met, the burden shifts to the opposing party to
17 show that a triable issue exists. (CCP § 437c(p)(2).)
18

19
20 Plaintiff satisfies this burden with evidence that is undisputed, corroborated by
21 documentation and admissions, and tied directly to legal causes of action.
22

23
24 **ARGUMENTS**

25 **3. TORTIOUS INTERFERENCE WITH ECONOMIC ADVANTAGE**

26 Plaintiff had existing and prospective business relationships with Sony, Nintendo, and
27

1 others, which Defendant knowingly disrupted (SSMF 1). Defendant's actions caused
2 Sony to terminate its relationship with Plaintiff (SSMF 4). Defendant continued to
3 interfere even after being placed on notice. (SSMF 3). These facts are undisputed.
4

5
6 **4. VIOLATIONS OF SONG-BEVERLY ACT**

7 Defendant admitted it does not comply with multiple requirements of the Song-Beverly
8 Act (SSMF 8, 9). Defendant refused statutory repair or replacement (SSMF 7-9), used its
9 breach as leverage, and ignored formal requests for relief. Summary judgment is
10 appropriate.
11

12
13 **5. FRAUDULENT INDUCEMENT TO CONTRACT AND PURCHASE**

14 Fraudulent inducement requires a false representation, knowledge of its falsity, intent to
15 induce reliance, justifiable reliance, and resulting harm.
16

17
18 Defendant made material misstatements to induce Plaintiff's purchase, including false
19 claims about product quality, staff size, and office locations (SSMF 45, 47). Defendant
20 also misrepresented customer base and investment figures to build trust and credibility
21 (SSMF 46, 65). Despite these claims, Defendant disclaimed liability and contradicted
22 their advertising through buried contract terms (SSMF 44, 48).
23

24
25 Defendant admitted to making false statements (SSMF 50), and Plaintiff relied on these
26 when purchasing the product and suffered resulting harm (SSMF 51).
27

1
2 These facts support summary judgment on this cause of action.

3
4
5 **6. VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT (CLRA)**

6 To establish a CLRA violation, Plaintiff must show: (1) Defendant engaged in deceptive
7 conduct; (2) in a consumer transaction; (3) with intent to induce purchase; and (4)
8 Plaintiff suffered damage as a result.

9
10 Defendant made false and misleading representations to induce purchases, including
11 misstatements about warranty, hardware quality, customer accounts, and global presence
12 (SSMF 44–47). Defendant then disclaimed liability through contradictory contract terms
13 (SSMF 48). These deceptive acts were made in connection with the sale of consumer
14 products (SSMF 44) and were later expressly admitted by Defendant (SSMF 50).

15
16
17 Plaintiff relied on these misrepresentations when purchasing the product and was harmed
18 (SSMF 51). Notice under Civil Code § 1782 was personally served on May 14, 2025, and
19 Defendant did not cure (SSMF 21).

20
21
22 Summary judgment is appropriate as the undisputed facts establish each element of the
23 CLRA claim. These facts are undisputed and meet all elements under the CLRA.

24
25 Summary judgment is warranted.

1 **7. VIOLATION OF CAL. BUS. & PROF. CODE § 17200 (UNFAIR COMPETITION)**

2 California’s Unfair Competition Law (UCL), Bus. & Prof. Code § 17200, prohibits any
3 unlawful, unfair, or fraudulent business practice. A claim may be based on conduct that is
4 independently unlawful, violates public policy, or is likely to deceive.
5

6
7 Here, Plaintiff identifies at least three statutory violations forming the basis of the
8 “unlawful” prong (SSMF 19). Defendant’s actions—ranging from false advertising
9 (SSMF 44–47), concealment and post-purchase warranty voiding disclaimers (SSMF 48),
10 to express admissions of false statements (SSMF 50)— meet the “fraudulent” and
11 “unfair” prongs.
12

13
14 These practices injured both Plaintiff and the public and provide a proper basis for relief
15 under the UCL. Summary judgment should be granted.
16

17
18 **8. MISAPPROPRIATION OF INTELLECTUAL PROPERTY**

19 Plaintiff’s I.P. was authored using Defendant’s software and embedded with metadata
20 (SSMF 22). Defendant stripped that metadata (SSMF 23), admitted to doing so for resale
21 (SSMF 24), and expressly admitted to misappropriating Plaintiff’s I.P. (SSMF 25).
22

23
24 That stolen I.P. was used to build “The Parallel Company” (SSMF 26), which Defendant
25 sold in part to Trifork (SSMF 27). Trifork confirmed the source was Plaintiff (SSMF 28).
26

27 No agreement authorized this use until long after commercialization (SSMF 29), and
28

1 users weren't notified until nearly a year later (SSMF 30).

2
3 Defendant openly tracks I.P. collection via a live counter (SSMF 31), harvested 312+
4 pieces from one session alone (SSMF 32); about 1,350+ pieces in total, and Plaintiff's
5 work qualifies for protection (SSMF 33). Defendant made repeated admissions of intent
6 to steal and profit from this material (SSMF 34–35), while disclaiming liability (SSMF
7 36).

8
9
10 Owners, board members, and investors were aware of the misappropriation from the start
11 (SSMF 37). Summary judgment is warranted.
12

13
14 **9. VIOLATIONS OF THE DMCA**

15 Plaintiff's I.P. contained embedded authorship metadata created via Defendant's software
16 (SSMF 22, 38). Defendant stripped this metadata (SSMF 23, 39) and made multiple
17 admissions to doing so—framing it as “anonymization” for resale and aggregation
18 (SSMF 24, 40).
19

20
21 These actions violate the DMCA's prohibition on the intentional removal of copyright
22 management information with knowledge it will facilitate infringement.
23
24
25
26
27

1 The violations are not accidental or isolated; they were systematic and deliberate.
2 Summary judgment is warranted.

3
4
5 **10. PRIVACY VIOLATIONS AND INTRUSION**

6 Defendant’s software remotely receives JavaScript from an unidentified, unsecured
7 server (SSMF 52), enabling live code injections without user awareness or consent. This
8 forms the technical backbone for unauthorized telemetry and data harvesting.

9 11.

10 12. Defendant collects consumer data without providing any opt-in or opt-out options (SSMF
11 53–54), despite building opt-out functionality into the software — which it then hides
12 from users (SSMF 55). Defendant admits to these practices and conditions continued use
13 of paid-in-full hardware on user acceptance of ever-changing terms (SSMF 56).

14
15
16 These practices are inseparable from Defendant’s broader misuse of consumer-generated
17 I.P., stripped of metadata (SSMF 22–24, 39), tracked via a live aggregation counter
18 (SSMF 31), and monetized through resale and development of parallel ventures (SSMF
19 25–28).

20
21
22 This coordinated system of hidden telemetry, nonconsensual data capture, and
23 exploitation of user-generated content constitutes a clear violation of consumer privacy
24 and data integrity. Summary judgment is warranted.

1 **13. VEIL PIERCING / ALTER EGO LIABILITY**

2 The evidence overwhelmingly shows Defendant and “The Parallel Company” are not
3 distinct legal entities, but a single enterprise operating under a unified structure.
4

5
6 They shared the same staff (SSMF 80), same office space (SSMF 79), and the same
7 intellectual property (SSMF 81). The COO of Defendant openly confirmed both
8 companies operate as one (SSMF 78). They were presented to investors as a unified
9 operation, funneling misappropriated I.P. from users into “The Parallel Company”
10 (SSMF 82), with shared financial accounts and reports (SSMF 83).
11

12
13 Defendant made express admissions of this unity (SSMF 84–85), and only renamed
14 “Rokoko Care” to “Coco Care” in the last seven months (SSMF 86). The original domain
15 simply redirects to the new one (SSMF 87), and both entities used the same U.S.-based
16 backend e-mail infrastructure and servers (SSMF 88, 91), Amazon AWS account (SSMF
17 89), and even operated from a single shared server until March 17, 2025 (SSMF 91).
18

19
20 That “separation” only began once litigation was imminent or already underway (SSMF
21 58). Defendant’s COO admitted in December 2024 that “Care” is still owned by
22 Defendant—six months after 22% was sold to Trifork (SSMF 92). Trifork invested
23 nearly a year before users were notified of the I.P. misuse and alleged separation (SSMF
24 93). This proves that “The Parallel Company” had been misappropriating I.P. for years
25 prior to any notice to users, in order to produce a product capable of sale/investment.
26
27

1
2 Moreover, Defendant created a false image of scale and legitimacy to support this unified
3 scheme. The company claimed to operate staffed offices in Copenhagen, Athens, Los
4 Angeles, and San Francisco — but each was either a locked basement, shared mailbox, or
5 hot-desk workspace with no employees present (SSMF 60–63). Despite claiming a global
6 presence and “teams” of employees in these locations (SSMF 59), Defendant’s own
7 financials state only 45 employees as of 2023 (SSMF 64), while marketing materials to
8 investors repeatedly claimed staff counts of 80–100 and global reach (SSMF 65–66).
9

10
11
12 This deliberate fabrication of size, infrastructure, and staffing directly supports veil
13 piercing. It shows a single entity operating under multiple masks to mislead consumers,
14 investors, and regulators alike.
15

16
17 This is not a corporate structure — it is a shell. Every veil-piercing factor is met: shared
18 control, assets, staff, operations, and intentional confusion. Summary judgment is
19 warranted.
20

21 **14. CONCLUSION**

22
23 There is no triable issue of material fact. Defendant has admitted to conduct that is
24 unlawful, deceptive, and harmful. Each claim is supported by direct evidence and
25 uncontested facts. Plaintiff respectfully requests that the Court grant summary judgment
26 on all causes of action and enter judgment accordingly.
27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 5th day of June, 2025 in Santa Clarita, California.



Matthew R. Walsh
Plaintiff In Pro Per



Journal Technologies Court Portal

Make a Reservation

MATTHEW R. WALSH vs ROKOKO ELECTRONICS

Case Number: 25STCV13828 Case Type: Civil Unlimited Category: Tortious Interference

Date Filed: 2025-05-12 Location: Stanley Mosk Courthouse - Department 30

Reservation

Case Name: MATTHEW R. WALSH vs ROKOKO ELECTRONICS	Case Number: 25STCV13828
Type: Motion for Summary Judgment	Status: RESERVED
Filing Party: Matthew R. Walsh (Plaintiff)	Location: Stanley Mosk Courthouse - Department 30
Date/Time: 07/01/2025 8:30 AM	Number of Motions: 1
Reservation ID: 595480534971	Confirmation Code: CR-I5DXYUXFWMYCSFAYU

Fees

Description	Fee	Qty	Amount
Motion for Summary Judgment	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount: \$0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

[Print Receipt](#)

[Reserve Another Hearing](#)

[View My Reservations](#)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MATTHEW R. WALSH, in pro per 19197 GOLDEN VALLEY RD #333 SANTA CLARITA, CA 91387 Plaintiff In Pro Per, TELEPHONE NO.: (661) 644-0012 FAX NO. (Optional): E-MAIL ADDRESS (Optional): matthew@winteryear.com ATTORNEY FOR (Name): Plaintiff In Pro Per	<p style="text-align: center;"><i>FOR COURT USE ONLY</i></p> <p>Electronically FILED by Superior Court of California, County of Los Angeles 6/06/2025 3:23 PM David W. Slayton, Executive Officer/Clerk of Court, By L. Grim, Deputy Clerk</p>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 111 S Hill St MAILING ADDRESS: 111 S Hill St CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: CENTRAL DISTRICT	
PETITIONER/PLAINTIFF: Matthew R. Walsh RESPONDENT/DEFENDANT: Rokoko Electronics	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL	CASE NUMBER: 25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:
 28450 ELON LANE
 SANTA CLARITA, CA 91350
3. On (date): 06/06/2025 I mailed from (city and state): Santa Clarita, CA
 the following **documents** (specify):
 Memorandum of Points & Authorities

The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)).

4. I served the documents by enclosing them in an envelope and (check one):
 - a. **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - b. **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelope was addressed and mailed as follows:
 - a. **Name** of person served: ROKOKO ELECTRONICS
 - b. **Address** of person served:
 31416 AGOURA RD STE 118
 WESTLAKE VILLAGE, CA
 91361

The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/06/2025

Vincent Vang

(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)



(SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

NOTE: This form should **not** be used for proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the *Proof of Personal Service—Civil* (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at www.courtinfo.ca.gov/forms.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)), and attach it to form POS-030.
4. For item 4:

Check box a if you personally put the documents in the regular U.S. mail.
Check box b if you put the documents in the mail at your place of business.
5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MATTHEW R. WALSH, in pro per 19197 GOLDEN VALLEY RD #333 SANTA CLARITA, CA 91387 Plaintiff In Pro Per, TELEPHONE NO.: (661) 644-0012 FAX NO. (Optional): E-MAIL ADDRESS (Optional): matthew@winteryear.com ATTORNEY FOR (Name): Plaintiff In Pro Per	<p style="text-align: center;"><i>FOR COURT USE ONLY</i></p> <p>Electronically FILED by Superior Court of California, County of Los Angeles 6/06/2025 3:23 PM David W. Slayton, Executive Officer/Clerk of Court, By L. Grim, Deputy Clerk</p>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 111 S Hill St MAILING ADDRESS: 111 S Hill St CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: CENTRAL DISTRICT	
PETITIONER/PLAINTIFF: Matthew R. Walsh RESPONDENT/DEFENDANT: Rokoko Electronics	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL	CASE NUMBER: 25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

- I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.
- My residence or business address is:
28450 ELON LANE
SANTA CLARITA, CA 91350
- On (date): 06/06/2025 I mailed from (city and state): Santa Clarita, CA
the following **documents** (specify):
NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT

The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)).

- I served the documents by enclosing them in an envelope and (check one):
 - depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

- The envelope was addressed and mailed as follows:
 - Name** of person served: ROKOKO ELECTRONICS
 - Address** of person served:
31416 AGOURA RD STE 118
WESTLAKE VILLAGE, CA
91361

The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/06/2025

Vincent Vang

(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)



(SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

NOTE: This form should **not** be used for proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the *Proof of Personal Service—Civil* (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at www.courtinfo.ca.gov/forms.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)), and attach it to form POS-030.
4. For item 4:

Check box a if you personally put the documents in the regular U.S. mail.
Check box b if you put the documents in the mail at your place of business.
5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MATTHEW R. WALSH , in pro per 19197 GOLDEN VALLEY RD #333 SANTA CLARITA, CA 91387 Plaintiff In Pro Per, TELEPHONE NO.: (661) 644-0012 FAX NO. (Optional): E-MAIL ADDRESS (Optional): matthew@winteryear.com ATTORNEY FOR (Name): Plaintiff In Pro Per	<p style="text-align: center;"><i>FOR COURT USE ONLY</i></p> <p>Electronically FILED by Superior Court of California, County of Los Angeles 6/06/2025 3:23 PM David W. Slayton, Executive Officer/Clerk of Court, By L. Grim, Deputy Clerk</p>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 111 S Hill St MAILING ADDRESS: 111 S Hill St CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: CENTRAL DISTRICT	
PETITIONER/PLAINTIFF: Matthew R. Walsh RESPONDENT/DEFENDANT: Rokoko Electronics	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL	CASE NUMBER: 25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:
 28450 ELON LANE
 SANTA CLARITA, CA 91350
3. On (date): 06/06/2025 I mailed from (city and state): Santa Clarita, CA
 the following **documents** (specify):
 NOTICE OF MOTION AND MOTION TO SHORTEN TIME TO HEAR MOTION FOR SUMMARY JUDGMENT

The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)).

4. I served the documents by enclosing them in an envelope and (check one):
 - a. **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - b. **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelope was addressed and mailed as follows:
 - a. **Name** of person served: ROKOKO ELECTRONICS
 - b. **Address** of person served:
 31416 AGOURA RD STE 118
 WESTLAKE VILLAGE, CA
 91361

The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/06/2025

Vincent Vang

 (TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)



 (SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

NOTE: This form should **not** be used for proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the *Proof of Personal Service—Civil* (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at www.courtinfo.ca.gov/forms.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)), and attach it to form POS-030.
4. For item 4:

Check box a if you personally put the documents in the regular U.S. mail.
Check box b if you put the documents in the mail at your place of business.
5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MATTHEW R. WALSH, in pro per 19197 GOLDEN VALLEY RD #333 SANTA CLARITA, CA 91387 Plaintiff In Pro Per, TELEPHONE NO.: (661) 644-0012 FAX NO. (Optional): E-MAIL ADDRESS (Optional): matthew@winteryear.com ATTORNEY FOR (Name): Plaintiff In Pro Per	<p style="text-align: center;"><i>FOR COURT USE ONLY</i></p> <p>Electronically FILED by Superior Court of California, County of Los Angeles 6/06/2025 3:23 PM David W. Slayton, Executive Officer/Clerk of Court, By L. Grim, Deputy Clerk</p>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 111 S Hill St MAILING ADDRESS: 111 S Hill St CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: CENTRAL DISTRICT	
PETITIONER/PLAINTIFF: Matthew R. Walsh RESPONDENT/DEFENDANT: Rokoko Electronics	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL	CASE NUMBER: 25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:
 28450 ELON LANE
 SANTA CLARITA, CA 91350
3. On (date): 06/06/2025 I mailed from (city and state): Santa Clarita, CA
 the following **documents** (specify):
 PROPOSED ORDER GRANTING MOTION TO SHORTEN TIME FOR HEARING ON PLAINTIFFS MOTION FOR SUMMARY JUDGMENT

 The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)).
4. I served the documents by enclosing them in an envelope and (check one):
 - a. **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - b. **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelope was addressed and mailed as follows:
 - a. **Name** of person served: ROKOKO ELECTRONICS
 - b. **Address** of person served:
 31416 AGOURA RD STE 118
 WESTLAKE VILLAGE, CA
 91361
 The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/06/2025

Vincent Vang

(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)



 (SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

NOTE: This form should **not** be used for proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the *Proof of Personal Service—Civil* (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at www.courtinfo.ca.gov/forms.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)), and attach it to form POS-030.
4. For item 4:

Check box a if you personally put the documents in the regular U.S. mail.
Check box b if you put the documents in the mail at your place of business.
5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MATTHEW R. WALSH, in pro per 19197 GOLDEN VALLEY RD #333 SANTA CLARITA, CA 91387 Plaintiff In Pro Per, TELEPHONE NO.: (661) 644-0012 FAX NO. (Optional): E-MAIL ADDRESS (Optional): matthew@winteryear.com ATTORNEY FOR (Name): Plaintiff In Pro Per	<p style="text-align: center;"><i>FOR COURT USE ONLY</i></p> <p>Electronically FILED by Superior Court of California, County of Los Angeles 6/06/2025 3:23 PM David W. Slayton, Executive Officer/Clerk of Court, By L. Grim, Deputy Clerk</p>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 111 S Hill St MAILING ADDRESS: 111 S Hill St CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: CENTRAL DISTRICT	
PETITIONER/PLAINTIFF: Matthew R. Walsh RESPONDENT/DEFENDANT: Rokoko Electronics	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL	CASE NUMBER: 25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:
 28450 ELON LANE
 SANTA CLARITA, CA 91350
3. On (date): 06/06/2025 I mailed from (city and state): Santa Clarita, CA
 the following **documents** (specify):
 Separate Statement

The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)).

4. I served the documents by enclosing them in an envelope and (check one):
 - a. **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - b. **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

5. The envelope was addressed and mailed as follows:
 - a. **Name** of person served: ROKOKO ELECTRONICS
 - b. **Address** of person served:
 31416 AGOURA RD STE 118
 WESTLAKE VILLAGE, CA
 91361

The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/06/2025

Vincent Vang

(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)



(SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

NOTE: This form should **not** be used for proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the *Proof of Personal Service—Civil* (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at www.courtinfo.ca.gov/forms.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)), and attach it to form POS-030.
4. For item 4:

Check box a if you personally put the documents in the regular U.S. mail.
Check box b if you put the documents in the mail at your place of business.
5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MATTHEW R. WALSH, in pro per 19197 GOLDEN VALLEY RD #333 SANTA CLARITA, CA 91387 Plaintiff In Pro Per, TELEPHONE NO.: (661) 644-0012 FAX NO. (Optional): E-MAIL ADDRESS (Optional): matthew@winteryear.com ATTORNEY FOR (Name): Plaintiff In Pro Per	<p style="text-align: center;"><i>FOR COURT USE ONLY</i></p> <p>Electronically FILED by Superior Court of California, County of Los Angeles 6/06/2025 3:23 PM David W. Slayton, Executive Officer/Clerk of Court, By L. Grim, Deputy Clerk</p>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 111 S Hill St MAILING ADDRESS: 111 S Hill St CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: CENTRAL DISTRICT	
PETITIONER/PLAINTIFF: Matthew R. Walsh RESPONDENT/DEFENDANT: Rokoko Electronics	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL	CASE NUMBER: 25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:
 28450 ELON LANE
 SANTA CLARITA, CA 91350
3. On (date): 06/06/2025 I mailed from (city and state): Santa Clarita, CA
 the following **documents** (specify):
 Declaration OF MATTHEW WALSH NOTING DEFENDANTS FAILURE TO PLEAD AFTER APPEARANCE

The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)).

4. I served the documents by enclosing them in an envelope and (check one):
 - a. **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - b. **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

5. The envelope was addressed and mailed as follows:
 - a. **Name** of person served: ROKOKO ELECTRONICS
 - b. **Address** of person served:
 31416 AGOURA RD STE 118
 WESTLAKE VILLAGE, CA
 91361

The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/06/2025

Vincent Vang

 (TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)



 (SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

NOTE: This form should **not** be used for proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the *Proof of Personal Service—Civil* (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at www.courtinfo.ca.gov/forms.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)), and attach it to form POS-030.
4. For item 4:

Check box a if you personally put the documents in the regular U.S. mail.
Check box b if you put the documents in the mail at your place of business.
5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.

ID #1434

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 05/23/2025 David W. Slayton, Executive Officer / Clerk of Court By: <u>M. Quinteros</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
PLAINTIFF: Matthew R. Walsh		
DEFENDANT: Rokoko Electronics		
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 25STCV13828

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 09/09/2025	Time: 8:30 AM	Dept.: 30
------------------	---------------	-----------

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 05/23/2025



Dean J. Kitchens

Judicial Officer

CERTIFICATE OF SERVICE Dean J. Kitchens / Judge

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

- by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.
- by personally giving the party notice upon filing of the complaint.

Matthew R. Walsh
19197 Golden Valley Road
#333
Santa Clarita, CA 91387

David W. Slayton, Executive Officer / Clerk of Court

Dated: 05/23/2025

By M. Quinteros
Deputy Clerk

**NOTICE OF
CASE MANAGEMENT CONFERENCE**