

1 MATTHEW R. WALSH
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4 (661) 644-0012
5 Plaintiff In Pro Per,

6 **UNITED STATES DISTRICT COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA**

MATTHEW R. WALSH

Case No.: 2:25-CV-05340-ODW-RAO

Plaintiff In Pro Per,

Before: Hon. Otis D. Wright II
Courtroom 5D

vs.

ROKOKO ELECTRONICS
(AND DOES 1 THROUGH 50,
INCLUSIVE)

AMENDED COMPLAINT

Defendant

Filed concurrently with:
Declaration of Matthew R. Walsh re:
Amended Complaint Exhibits

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9 The Plaintiff, Matthew R. Walsh, alleges as follows:

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11 **PARTIES**

- 12 1. Plaintiff, Matthew R. Walsh is now and at all times herein mentioned, an
- 13 expert computer software architect, video game programmer, computer
- 14 security expert and the aggrieved party in this matter.
- 15 2. Defendant, Rokoko Electronics is now and at all times herein mentioned, the
- 16 provider of motion capture equipment and software, which Plaintiff
- 17 purchased outright with no ongoing costs or obligations; beyond providing

18 the Defendant with press/social media outreach per a sponsorship-adjacent
19 discount agreement.

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21 **VENUE AND JURISDICTION**

22 1. Venue is proper in the Central District Court of California in the County of
23 Los Angeles in that the underlying acts, omissions, injuries and related facts
24 and circumstances giving rise to the present action occurred in the
25 County/City of Los Angeles.

26 2. The Court has jurisdiction of this matter, however, Plaintiff disputes
27 ‘Diversity Jurisdiction’ entirely as opposed to ‘Federal Question’ and will
28 address it in a forthcoming motion.

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30 **JURY DEMAND**

31 Plaintiff requests a jury trial in this matter for any and all remaining claims
32 that cannot be resolved at summary judgment or adjudication.

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34 **GENERAL ALLEGATIONS AND FACTS**

35 **RELEVANT TO ALL CLAIMS**

36 1. **PLAINTIFF HAS A VALID COPYRIGHT** Plaintiff’s animations are
37 protected by 17 U.S.C. §102, and Plaintiff holds valid copyright registrations

38 covering each of these works, including U.S. Copyright #14,954,598,732 and
39 U.S. Copyright Registration #Pau 4-279-489 issued under 37 CFR 202.3, and
40 Plaintiff is registered with the Writers Guild of America (WGA Reg #
41 2288210). (Ex. 26.). Plaintiff is the sole owner.

42 2. **(“INTELLECTUAL PROPERTY”) DEFINED** - Plaintiff owns the
43 following intellectual property: proprietary designed, directed and recorded
44 motion-capture data (“Animations”), consisting of over 850 individually
45 recorded action and cinematic movement sequences (Ex. 21). Plaintiff is the
46 owner and author of the animations at issue, which constitute “original works of
47 authorship fixed in a tangible medium” under 17 U.S.C. §102. Each animation
48 was created and pre-determined by Plaintiff in his screenplay for use in his
49 video game production (Ex. 22). These animations include, without limitation:

- 50 a. Choreographed fight sequences (Ex. 23);
- 51 b. Choreographed weapon and tactical sequences (Ex. 23);
- 52 c. Dialogue and cinematic performance sequences (Ex. 24);
- 53 d. Locomotion, traversal, and systemic movement cycles (Ex. 25).

54 3. **ONE ‘ANIMATION’ CONTAINS MANY WORKS** - Defendant copied,
55 reproduced, transmitted, stored, and used Plaintiff’s Animations without
56 authorization. Defendant admits that each ‘file’ is actually about five separate
57 works, and they separate it as such. Many files/animations contain even more

58 independent works (see *Bryant v. Media Right Productions, Inc.*, 603 F.3d 135
59 (2010), *MCA Television Ltd. v. Feltner*, 89 F.3d 766 (11th Cir. 1996))

60 **4. INDEPENDENTLY VALUABLE** - Defendant admits the independent value
61 of the assets, boasting it sells [*“thousands of million-dollar animation assets ...*
62 *for the price of a coffee”*], including assets taken from Plaintiff and other users
63 (including Netflix, EA Games, Sony, Square Enix, and more). (Exs. 28–29.)

64 The value is not tied to Plaintiff’s game; animations are independently
65 marketable and interchangeable components for games/film/animation. (*MCA*
66 *Television Ltd. v. Feltner*, 89 F.3d 766 (11th Cir. 1996).)

67 **5. EMBEDDED CMI EXISTS** - Plaintiff’s copyrighted works contained
68 Copyright Management Information (“CMI”) (see Ex. 51) as defined by 17
69 U.S.C. § 1202(c). This CMI was embedded directly within Plaintiff’s animation
70 files and metadata at the time the works were created; automatically by
71 Defendant’s software (Ex. 51) and includes but is not limited to:

- 72 a. author and creator name,
- 73 b. project and work titles,
- 74 c. creation dates,
- 75 d. performer and actor identifiers,
- 76 e. body measurements and biometric data,
- 77 f. unique device serial numbers,

78 g. unique file identifiers and embedded metadata.

79 6. **NO TEAMS SUBSCRIPTION** – Defendant has or will argue that the data
80 collection is part of their service, something they call ‘Teams’. However,
81 through 2024, Plaintiff used ‘Studio Legacy’ until forced to upgrade and the
82 upgrade pushed the firmware which destroyed his equipment.. Additionally,
83 ‘Teams’ requires “collaborators” to be added to share files with (Plaintiff had
84 none); and requires a subscription plan, of which Plaintiff never paid even a
85 dollar for. Further, Defendant does not allow anyone to opt-out of the collection
86 and use of their intellectual property **unless** Defendant is essentially paid a
87 ransom (Ex. 39).

88 7. **NO LICENSE TO USE** – Plaintiff was a customer and user from about
89 January 2020 to September 2024. He had never viewed nor had access to any
90 purported agreement or terms and conditions which granted Defendant any
91 license to copy, retain, transmit, or use Plaintiff’s intellectual property
92 (animations) beyond Plaintiff’s own production. (Ex. 43). That retroactive
93 agreement was not imposed until *after* Plaintiff was no longer a user, in March
94 2025.

95 8. **RETROACTIVE TERMS INAPPLICABLE** - Defendant later attempted to
96 retroactively expand its rights through revised terms issued after infringement
97 had already occurred. Such retroactive terms cannot authorize prior

98 unauthorized copying or use. Further, The destruction of Plaintiff’s hardware
99 occurred in 2024 *before* the new terms were imposed on users’ in 2025;
100 therefore Plaintiff never even had the proximity to agree to them nor used the
101 services after.

102 9. **FORCED CONSENT** – Defendant forces consent onto their users by:

103 a. Forcing users to pay a ransom if they do not want their intellectual
104 property infringed upon (Ex. 39)

105 b. Collecting users intellectual property, deleting the original files from
106 their computer (Ex. 32) and then forcing payment to retrieve the files
107 after (Ex. 27)

108 c. Forcing updates to the latest version, thereby forcing consent to the latest
109 terms; despite telling users [*“From now on, most updates will be optional
110 and the user will be able to chose when to update Studio ”*] (Ex. 58)

111 d. Embedding code in their software which marks that the user has
112 consented even when they have not (Ex. 57)

113 e. Embedding text in their website which forces consent, even by
114 attempting to read the agreement first (Ex. 30)

115 **FIRST CAUSE OF ACTION:**

116 **Tortious Interference with Prospective Economic Advantage**

- 117 1. **EXISTING RELATIONSHIPS** - Plaintiff held executed platform licensing
118 and distribution contractual agreements with Nintendo®, Sony®, and Valve®,
119 each assigning product identifiers and release SKUs for Plaintiff’s video game
120 (Nintendo: HAC-P-BCV4A, Sony: CUSA34165_00)(Ex. 1.) Only
121 nondiscretionary platform approvals remained such as ‘Lotcheck’ (a guideline
122 checklist-based test) (Ex. 2.). Plaintiff also held binding contracts with cast
123 members, composers, and production contractors based on established
124 production timelines. (Ex. 3.)
- 125 2. **NOT SPECULATIVE** – The products production pipeline is highly developed
126 and executed (Ex. 23). Further, this is not the first game Plaintiff has released.
127 Plaintiff most recently released a video game (“New Terra”) on the same
128 platforms, distributed worldwide in twelve languages, receiving immediate
129 coverage from approximately thirty media outlets and an aggregate rating of
130 approximately 8.5/10.
- 131 3. **DEFENDANTS KNOWLEDGE** - Defendant knew of Plaintiff’s platform
132 relationships *before purchase*. Defendant learned of Plaintiff through a fan, Jay
133 Matoss, and initiated communications at Defendants request. (Ex. 4.) In or
134 about July 2019, Plaintiff informed Defendant of existing relationships and
135 commitments, including Nintendo®, Sony®, Steam®, E3® 2020, Ron

136 Wasserman, and Alexis Mincolla. (Ex. 5.) These relationships remain active.

137 (Ex. 6.)

138 4. **INTENTIONAL INTERFERENCE** - Defendant conditioned discounted

139 pricing on Plaintiff's commercial reach. Plaintiff provided platform, talent, and

140 visibility information. Defendant accepted the information and provided "*one*

141 *of the largest discounts... ever given*" (40%) for two motion-capture suits in

142 exchange for press support. (Ex. 7.)

143 5. In 2024, Defendant deployed a firmware update (Ex. 9) which they knew would

144 destroy Plaintiff's hardware as a form of planned obsolescence. This rendered

145 all users Gen-1 motion-capture sensors and gloves inoperable. Defendant

146 required repeated remote support sessions and continuously directed purchases

147 of ineffective parts ("wires"). (Exs. 10–11.) Defendant never accepted that the

148 sensors were the issue and never disclosed they secretly received live

149 diagnostics confirming permanent sensor damage, yet offered no solutions

150 except all users must upgrade to Gen 2 suits. (Ex. 12.) Defendant represented

151 the hardware would not/could not be repaired, later admitting the firmware

152 caused the damage and that only Defendant could repair it. (Exs. 13–14.)

153 6. **ACTUAL DISRUPTION** - Plaintiff's video game production was halted

154 almost immediately after a Hollywood release event. (Ex. 15.) Plaintiff laid off

155 cast and crew. (Ex. 16.) Plaintiff's third-party contracts were disrupted. (Ex. 3.)

156 Plaintiff lost press momentum following difficult to achieve IGN® press
157 coverage. (Ex. 17.) Plaintiff missed platform release windows. (Ex. 18.) Sony®
158 suspended Plaintiff’s developer account. (Ex. 19.) Subsequent console
159 generations rendered Plaintiff’s existing builds obsolete. (Ex. 20), Plaintiff’s
160 two books, an ARG game and clothing merchandising were halted (Ex. 53),
161 early talks for a TV series were also halted (Ex. 54)

162 7. **RESULTING HARM** - Plaintiff suffered substantial economic harm,
163 including now required forced redevelopment for new platforms, approximately
164 two additional years of work, hundreds of thousands of dollars in staff costs,
165 thousands of hours or face total loss of the project. (Ex. 21.)

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167 **SECOND CAUSE OF ACTION:**

168 **Misappropriation of Intellectual Property**

169 **(California Civil Code §3426)**

170 8. **TRADE SECRETS DEFINED** - Plaintiff owns proprietary designed, directed,
171 and recorded motion-capture data (“Animations”), consisting of over 850
172 individually recorded action and cinematic movement sequences. (Ex. 21.)

173 Plaintiff is the owner and author of the animations at issue, which are “*original*
174 *works of authorship fixed in a tangible medium*” under 17 U.S.C. §102. Each
175 animation was created and pre-determined by Plaintiff in his screenplay for use

176 in his video game production. (Ex. 22.) The animations include, without
177 limitation: choreographed fight sequences and weapon/tactical sequences (Ex.
178 23), dialogue/cinematic performance sequences (Ex. 24), and
179 locomotion/traversal/systemic movement cycles. (Ex. 25.)

180 **9. VALID COPYRIGHT EXISTS** – *(see general allegations and facts)*

181 **10. TRADE SECRET QUALIFICATION** – (Cal. Civ. Code §3426.1) These
182 animations constitute protectable trade secrets under Cal. Civ. Code §3426.1
183 because they were never publicly disclosed or published; they have independent
184 economic value from not being generally known; and they expose
185 *“information, including a formula, pattern, compilation, program, device,*
186 *method, technique, or process”* within §3426.1(2)(C)(d), including Plaintiff’s
187 unique creative choices, cinematic design, and proprietary methodologies,
188 systems, and pipelines”. Plaintiff maintained secrecy through strict NDAs,
189 secure storage, multi-firewall networks, access limitation to authorized parties,
190 and no distribution of raw motion data outside the production.

191 **11. WORKS ARE INDEPENDENTLY VALUABLE** – *(see general allegations*
192 *and facts “Independently Valuable”)*

193 **12. INTENTIONAL MISAPPROPRIATION** - Intentional misappropriation
194 occurred through “espionage through electronic or other means” under Cal. Civ.

195 Code §3426.1(a), without authorization or license. (Ex. 30.) Defendant’s
196 improper means included:

- 197 a. **(FIRST)** hidden code with default realm “SECRET AREA” (Ex. 31)
198 that discretely harvested Plaintiff’s intellectual property (Ex. 32), which
199 Defendant admits (Ex. 33), and video evidence confirms (Ex. 34).
- 200 b. **(SECOND)** hidden keep-alive code creating a NAT hole-punch/inverse
201 port forward, enabling persistent access paths through network layers to
202 reach Plaintiff’s animation files regardless of security measures. (Ex. 35.)
- 203 c. **(THIRD)** forced “offline” limits (typically ~21 days) to require
204 reconnection so misappropriation systems can collect new intellectual
205 property. (Ex. 36.)
- 206 d. **(FOURTH)** Opt-out exists in code but users cannot activate it (Ex. 39),
207 and collection occurred from 2020 - today even without a “Teams”
208 subscription or any license or terms allowing it. (Ex. 40) (*see also*
209 *general allegations & facts: “No Teams Subscription”*)
- 210 e. **(FIFTH)** Defendant’s code contains a hardcoded
211 backdoor/authentication bypass enabling Defendant access to user
212 computers and files. (Ex. 41.)
- 213 **(SIXTH)** Avoiding regulators - Defendant represents cloud data is
214 stored in Germany (Ex. 37) while code disproves that statement as only

215 U.S.-based servers are used (Ex. 38). Defendant states to users [“*Your*
216 *data and content will not be shared... and... you will never see your*
217 *cloud-synced animations... utilised by anyone else, even Rokoko.*”] (Ex.
218 37). Defendant states the complete opposite to commercial buyers and
219 makes no illusions of where the data was procured from (Ex. 49)

220 13. Plaintiff’s trade secret claims concern the unpublished raw motion-capture data,
221 proprietary pipelines, systems, and methods underlying the Animations, distinct
222 from the copyrighted expressive works themselves and were never disclosed.

223 14. **KNOWLEDGE** - Defendant knew the animations were proprietary and
224 unlicensed for Defendant’s internal or external use beyond Plaintiff’s
225 production. After confrontation, Defendant Overby backtracked: [“*We have*
226 *never misappropriated yours... We have always been transparent... through*
227 *our Terms of Use.*”] (Ex. 42)

228 15. Plaintiff alleges this is false because terms prior to March 29, 2025 did not grant
229 Defendant any license to take or use Plaintiff’s intellectual property (Ex. 43)

230 16.; Defendant only granted itself retroactive rights on or about March 30, 2025
231 (Ex. 44), while admissions indicate misappropriation and infringement since
232 before 2022 (Ex. 45)

233 17. Defendant’s conduct constitutes misappropriation under Cal. Civ. Code
234 §3426.1(b)(1)–(2).

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THIRD CAUSE OF ACTION:

Intellectual Property Infringement (17 U.S.C. § 501)

18. INTELLECTUAL PROPERTY – *(see general allegations and facts:*

“Intellectual Property Defined”)

19. COPYRIGHT EXISTS – *(see general allegations and facts: “Valid Copyright*

Exists”)

20. NO LICENSE TO COPY OR USE - *(see general allegations and facts: “No*

License To Use”)

21. WHO, WHAT, WHEN, WHERE, HOW, WHY

22. (FIRST) Defendant employed hidden software code to harvest user animations

in each software version since at least 2022. (Ex. 31.) Defendant **(a)** harvested

Plaintiff’s intellectual property (Ex. 32), **(b)** procured a value of ~\$250M (Ex.

46) from investors who were aware of the 2022 plan to do so (Ex. 47) **(c)**

admitted to misappropriation and infringement (Ex. 33). Further, forensic video

evidence confirms the harvesting. (Ex. 34)

23. (SECOND) Defendant further used keep-alive NAT hole-punching and MQTT

to maintain persistent access paths to Plaintiff’s systems and files. (Ex. 35.)

Defendant forced reconnection to the internet after limited offline periods to

ensure continued harvesting and “sync” of intellectual property. (Ex. 36.)

255 24. **(THIRD)** Defendant falsely represented GDPR (EU data privacy/infringement)
256 compliance and use of German servers, while its code demonstrates they have
257 only U.S.-based servers (Exs. 37–38); This is done to intentionally side skirt
258 regulators and privacy laws.

259 25. **(FOURTH)** Defendant included opt-out mechanisms that users could not
260 activate (Ex. 39), collected data secretly for half a decade, even without the
261 eventually implemented ‘Teams subscriptions’ (Ex. 40), and embedded a
262 hardcoded authentication bypass allowing Defendant access to user systems and
263 files regardless of security measures. (Ex. 41)

264 **26. ACTUAL INFRINGEMENT OCCURRED –**

265 a. **(ONE)** Defendant misappropriated Plaintiff’s intellectual property for
266 years and then built the ‘Motion Dataset’ which they admit is [*“built*
267 *from tens of thousands of real-world contributors”*] (Ex. 48)

268 b. **(TWO)** Defendant stripped the CMI information from Plaintiff’s
269 intellectual property (Ex. 32, 49, 51)

270 c. **(THREE)** Defendant built and trained an AI model on the motion dataset
271 built from Plaintiff’s intellectual property (Ex. 55)

272 d. **(FOUR)** Defendant sub-licenses Plaintiff’s intellectual property to third-
273 parties and even offers 1,000 hours of data as a test *before finalizing any*
274 *commercial agreement* with third parties. (Ex. 49, 56)

275 e. **(FIVE)** Defendant uses Plaintiff's intellectual property for their own
276 internal purposes (Ex. 56) such as building Rokoko Care aka CoCo Care
277 (Ex. 45) and sold 22% to Trifork Group.

278 f. **(SIX)** Defendant sells Plaintiff's original animations directly to
279 consumers (Ex. 50)

280 g. **(SEVEN)** Defendant licensed Plaintiff's intellectual property to Naver-
281 Z/Zepeto for their Metaverse project, the parent company generates over
282 \$1.2 billion USD per year and invested ~\$91 million into Defendant for
283 this access (Ex. 33)

284 **27. WILLFUL AND REPEATED INFRINGEMENT** - Defendant knew Plaintiff
285 owned the Animations and that Defendant lacked any license to use them (Ex
286 43). Defendant nevertheless engaged in repeated acts of infringement, including
287 most infringements occurring *after* Plaintiff's copyright registrations were
288 effective (Ex. 48), rendering the infringement willful.

289 **28.** Defendant copied, reproduced, transmitted, and stored Plaintiff's Animations
290 without authorization, in violation of 17 U.S.C. §106 (Ex. 32-34).

291 **29. DAMAGES** - As a direct result of Defendant's infringement, Plaintiff suffered
292 loss of exclusive control over copyrighted works, lost access to his original
293 works entirely, disruption and delay of production, loss of licensing
294 opportunities, and diminished value of the Animations. Defendant obtained

295 commercial benefit from the infringing use. Plaintiff seeks relief under 17
296 U.S.C. §§504–505.

297 **FOURTH CAUSE OF ACTION**

298 **DMCA VIOLATIONS (17 U.S.C. §§ 1202)**

299 **30. INTELLECTUAL PROPERTY** – *(see general allegations and facts:*

300 *“Intellectual Property Defined”)*

301 **31. COPYRIGHT EXISTS** - *(see general allegations and facts: “Valid Copyright*

302 *Exists”)*

303 **32. EMBEDDED CMI EXISTS** – *(see general allegations and facts: “Embedded*

304 *CMI Exists”)*

305 **33. DEFENDANT KNOWINGLY REMOVED CMI** - Defendant knowingly

306 removed and/or altered Plaintiff’s CMI without Plaintiff’s authorization and has

307 admitted to doing so publicly (Ex. 49) [*“all elements that can track back to a*

308 *specific individual is removed... This applies to **names, locations** as well as*

309 ***other identifiers, like unique measurements**”]* This is definitively a black-letter

310 violation of 17 U.S.C. § 1202(c)(1)-(3) & (7).

311 **34. Defendant’s software systems** were admittedly designed to automatically strip

312 authoring metadata and other identifying CMI from Plaintiff’s animation files

313 during ingestion, synchronization, storage, processing, and export (Ex. 49) for

314 the purpose of Defendants’ intended sub-licensure, sale and use to and by third
315 parties. (Ex. 50)

316 **35.NO LICENSE TO DO SO** – (*see general allegations and facts: “No License*
317 *To Use”, “Retroactive Terms Inapplicable”*). The new retroactive terms
318 expressly provide for the “anonymization” (“CMI removal”) of user-generated
319 motion data prior to redistribution or sublicensing. (Ex. 44, 52)

320 **36.RETROACTIVE TERMS DO NOT APPLY** - (*see general allegations*
321 *“Retroactive Terms Inapplicable”*).

322 **37.DEFENDANT CONCEALED INFRINGEMENT** - Defendant removed or
323 altered Plaintiff’s CMI (Ex’s 44, 49, 51) knowing, or having reasonable
324 grounds to know, that such removal would induce, enable, facilitate, or conceal
325 infringement, including:

- 326 a. obscuring authorship and ownership,
- 327 b. preventing downstream attribution,
- 328 c. enabling unauthorized commercial exploitation,
- 329 d. concealing the origin of Plaintiff’s works from third-party recipients.
- 330 e. Liability-shielding in the 2025 agreement as Defendant openly stated
331 they will take and use and sell intellectual property *even if it belongs to*
332 *another* (such as work-for-hire) and liability shifts to the performer for
333 infringement. (Ex. 51)

334 38. Defendant's removal of CMI occurred in connection with Defendant's
335 commercial exploitation, sublicensing, internal use, and distribution of motion-
336 capture data derived from Plaintiff's copyrighted works.

337 39. **INJURY AND HARM EXISTS** - Plaintiff has been injured by Defendant's
338 violation of 17 U.S.C. § 1202(b), including: loss of attribution, loss of control
339 over copyrighted works, facilitation of unauthorized exploitation and economic
340 harm. Defendant's conduct is willful and ongoing.

341 40. **ENTITLED TO RELIEF** - Plaintiff is entitled to all relief available under 17
342 U.S.C. § 1203, including statutory damages, injunctive relief, costs, and any
343 other relief the Court deems just and proper.

344 **FIFTH CAUSE OF ACTION:**

345 **Racketeer Influenced and Corrupt Organizations Act (RICO)**

346 **(18 U.S.C. §1962(c))**

347 36. This arises from the same operative facts, and parties alleged above.

348 37. **ENTERPRISE** - Defendant Rokoko Electronics, together with its alter-ego
349 entities (i.e., Rokoko Electronics, Inc, Rokoko Electronics ApS, Rokoko
350 Care, CoCo Care), alter-ego liability shields (i.e., J Balslev Holdings ApS,
351 M Overby Holdings ApS, M Sondergaard Holdings ApS), controlling shells,
352 affiliates, investors and I.P. recipients (i.e., Naver-Z Corp, Trifork Group)
353 owners, and agents, constituted an ("association-in-fact enterprise") engaged

354 in interstate commerce. The enterprise shared a common purpose—
355 harvesting and monetizing user intellectual property—maintained ongoing
356 relationships, and possessed sufficient longevity to pursue that purpose since
357 at least 2022. (Ex. 47)

358 **38. INTENT, KNOWLEDGE, CONDUCT AND PARTICIPATION -**

359 Defendant operated and managed the enterprise by designing, deploying,
360 and maintaining software systems that secretly accessed, extracted, retained,
361 and commercialized user animation data and metadata, including Plaintiff’s
362 copyrighted works and trade secrets, for years (Ex. 31, 39, 41) before
363 disclosure in 2025 (Ex. 44). Defendant was the architect of the scheme and
364 financially benefited from it, including securing substantial investment
365 capital (Ex. 47, 45, 33).

366 **39. PREDICATE ACTS SATISFY RICO -** Defendant committed at least two
367 related predicate acts:

- 368 1. **Wire Fraud (18 U.S.C. §1343).** From 2020 to March 2025 and
369 continuing to the present, Defendant Rokoko transmitted false
370 statements through interstate electronic communications via its
371 website, terms and conditions, downloadable software, e-mails and
372 related channels falsely representing in one of many examples: [*Your*
373 *data and content will not be shared... and you will never see your*

374 *cloud-synced animations utilised by anyone else, even Rokoko.”]* (Ex.
375 37). These statements were materially false, knowingly made, and
376 directly contradicted Defendant’s internal practices which they
377 admitted to since 2022 to investors (Ex. 47) and even today to third-
378 party purchasers (Ex. 48-52) of the same content they promise will
379 never be used or shared (Ex 37). Plaintiff encountered the statement(s)
380 prior to purchasing equipment from Defendant.

381 **2. Computer Fraud (18 U.S.C. §1030)** - Defendant knowingly accessed
382 protected computers without authorization and exceeded authorized
383 access by embedding authentication bypasses (Ex. 41), persistent
384 access mechanisms (Ex. 35), and forced synchronization routines (Ex.
385 39, 40) to obtain Plaintiff’s animation files and metadata (*see second,*
386 *third, fourth causes of action*)

387 **39. Rule 9(b) PARTICULARITY** -The predicate acts arose from a unified
388 scheme using the same actors, commingled software systems, infrastructure,
389 board meetings and communications. Defendant knowingly made false
390 representations to induce continued platform use while simultaneously
391 harvesting and monetizing user intellectual property through concealed
392 technical mechanisms. The specific requirements of 9(b) are satisfied
393 throughout each cause of action and the general allegations, as this cause

394 arises from the same operative facts and actors and must be incorporated
395 herein.

396 **40.RELIANCE AND INTENT** - Defendant made the misrepresentations with
397 intent that users rely on them. Plaintiff reasonably relied on Defendant's
398 assurances in purchasing equipment and continuing use; absent such
399 misrepresentations, no reasonable user would consent to software that
400 secretly harvests their intellectual property.

401 **41.PATTERN OF RACKETEERING** - Defendant's predicate acts were
402 related and continuous, occurring over multiple years, employing the same
403 methods, targeting the same victims, and pursuing the same objective,
404 constituting both closed-ended continuity and an ongoing threat of
405 repetition.

406 **42.CAUSE AND INJURY** - Defendant's racketeering conduct directly and
407 proximately caused injury to Plaintiff's business and property, including loss
408 of exclusive control over intellectual property, production shutdown,
409 redevelopment costs, and lost commercial opportunities.

410 **43.DAMAGES** - Plaintiff seeks treble damages, costs, attorneys' fees, and
411 injunctive relief pursuant to 18 U.S.C. §1964.

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ALTER-EGO AND DOE AMENDMENTS

44.Plaintiff intends to file a DOE Amendment once the true identities of the DOE Defendants and their roles in the misconduct are confirmed through discovery.

45.Plaintiff intends to seek to hold Defendant Rokoko Electronics ApS and its alter egos and shell corporations liable, including controlling owners, managers, and affiliated entities. As of year-end 2024, Rokoko Electronics ApS alone reported over \$17M USD in assets and revenue in 2024, yet held only approximately USD \$160,000) in cash. Rokoko has banks across the world and multiple shell companies which control them, all registered to the Copenhagen address with commingled and exact ownership. This extreme liquidity imbalance, combined with intercompany transfers and centralized control, supports veil-piercing should Plaintiff prevail.

429 **PRAYER FOR RELIEF:**

430 WHEREFORE, Plaintiff, Matthew R. Walsh, respectfully requests that this Court
431 enter judgment in his favor and against Defendant, Rokoko Electronics, as follows:

432 1. Awarding Plaintiff actual damages in an amount to be proven at trial,
433 including but not limited to economic losses, losses from those claimed in
434 tortious interference and further damages for loss of intellectual property,
435 and damages for harm to reputation AND;

436 2. Awarding Plaintiff statutory damages under 17 U.S.C. § 504 for
437 Defendant's willful infringement of Plaintiff's copyrighted works, including
438 enhanced statutory damages for willful infringement, as allowed by law
439 AND;

440 3. Awarding Plaintiff statutory damages under 17 U.S.C. § 1203 for
441 Defendant's willful violation of the Digital Millennium Copyright Act
442 (DMCA) including but not limited to damages for the removal and alteration
443 of Plaintiff's Copyright Management Information (CMI) AND;

444 4. AWARD Plaintiff treble damages under 18 U.S.C. § 1964 for
445 Defendants violations of the Racketeer Influenced and Corrupt
446 Organizations Act (RICO), in an amount not less than three times actual
447 damages AND;

448 5. Awarding fees and costs pursuant to 17 U.S.C. § 505, 18 U.S.C. §
449 1964, and other applicable laws AND;

450 6. Awarding Plaintiff injunctive relief to be determined during prove-up,
451 MSJ or trial.

452 7. Awarding Plaintiff prejudgment and post-judgment interest on any
453 amounts awarded, at the legal rate AND;

454 8. Granting Plaintiff any other relief that the Court deems just and
455 proper, including but not limited to further injunctive relief, monetary
456 damages, and sanctions as the Court finds appropriate under the
457 circumstances of this case.

458
459 I declare under penalty of perjury under the laws of the United States of America
460 that the foregoing is true and correct.

461
462 Executed this December 24, 2025, in Santa Clarita, California.

463 

464 Matthew R. Walsh
Plaintiff In Pro Per