MATTHEW R. WALSH
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Plaintiff In Pro Per,

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MATTHEW R. WALSH Plaintiff In Pro Per, vs. ROKOKO ELECTRONICS (AND DOES 1 THROUGH 50, INCLUSIVE) Defendant	Case No.: 2:25-CV-05340-ODW-RAO Before: Hon. Otis D. Wright II Courtroom 5D **AMENDED COMPLAINT** Filed concurrently with: Declaration of Matthew R. Walsh re: Amended Complaint Exhibits

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

PARTIES

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

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

VENUE AND JURISDICTION

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

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

JURY DEMAND

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

GENERAL ALLEGATIONS AND FACTS

RELEVANT TO ALL CLAIMS

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

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

2. **("INTELLECTUAL PROPERTY") DEFINED -** Plaintiff owns the following intellectual property: proprietary designed, directed and recorded motion-capture data ("Animations"), consisting of over 850 individually recorded action and cinematic movement sequences (Ex. 22). Plaintiff is the owner and author of the animations at issue, which constitute "original works of authorship fixed in a tangible medium" under 17 U.S.C. §102. Each animation was created and pre-determined by Plaintiff in his screenplay for use in his video game production (Ex. 23-26). These animations include, without limitation:

    a. Choreographed fight sequences (Ex. 24);

    b. Choreographed weapon and tactical sequences (Ex. 25);

    c. Dialogue and cinematic performance sequences (Ex. 26);

    d. Locomotion, traversal, and systemic movement cycles;

3. **ONE 'ANIMATION' CONTAINS MANY WORKS -** Defendant copied, reproduced, transmitted, stored, and used Plaintiff's Animations without authorization. Defendant admits that each 'file' is actually about five separate

works, and they separate it as such. Many files/animations contain even more independent works (see Bryant v. Media Right Productions, Inc., 603 F.3d 135 (2010), MCA Television Ltd. v. Feltner, 89 F.3d 766 (11th Cir. 1996))

4. **INDEPENDENTLY VALUABLE -** Defendant admits the independent value of the assets, boasting it sells *["thousands of* ***million-dollar animation assets****... for the price of a coffee"],* including assets taken from Plaintiff and other users (including Netflix, EA Games, Sony, Square Enix, and more). (Exs. 28–29). The value is not tied to Plaintiff's game; animations are independently marketable and interchangeable components for games/film/animation. *(MCA Television Ltd. v. Feltner, 89 F.3d 766 (11th Cir. 1996).)*

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

   a. author and creator name,

   b. project and work titles,

   c. creation dates,

   d. performer and actor identifiers,

   e. body measurements and biometric data,

f. unique device serial numbers,

g. unique file identifiers and embedded metadata.

6. **NO TEAMS SUBSCRIPTION –** Defendant has or will argue that the data collection is part of their service, something they call 'Teams'. However, through 2024, Plaintiff used 'Studio Legacy' until forced to upgrade and the upgrade pushed the firmware which destroyed his equipment (Ex 14). Additionally, 'Teams' requires "collaborators" to be added to share files with (Plaintiff had none); and requires a subscription plan, of which Plaintiff never paid even a dollar for (Ex. 40). Further, Defendant does not allow anyone to opt-out of the collection and use of their intellectual property **unless** Defendant is essentially paid a ransom (Ex. 39).

7. **NO LICENSE TO USE –** Plaintiff was a customer and user from about January 2020 to September 2024. He had never viewed nor had access to any purported agreement or terms and conditions which granted Defendant any license to copy, retain, transmit, or use Plaintiff's intellectual property (animations) beyond Plaintiff's own production. (Ex. 43). That retroactive agreement was not imposed until *after* Plaintiff was no longer a user, in March 2025 (Ex. 44).

8. **RETROACTIVE TERMS INAPPLICABLE -** Defendant later attempted to retroactively expand its rights through revised terms issued after infringement

had already occurred. Such retroactive terms cannot authorize prior unauthorized copying or use. Further, The destruction of Plaintiff's hardware occurred in 2024 *before* the new terms were imposed on users' in 2025; therefore Plaintiff never even had the proximity to agree to them nor used the services after.

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

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

   b. Collecting users intellectual property, deleting the original files from their computer (Ex. 32, 34) and then forcing payment to retrieve the files after (Ex. 27)

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

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

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

FIRST CAUSE OF ACTION:

Tortious Interference with Prospective Economic Advantage

1. **EXISTING RELATIONSHIPS -** Plaintiff held executed platform licensing and distribution contractual agreements with Nintendo®, Sony®, and Valve®, each assigning product identifiers and release SKUs for Plaintiff's video game (Nintendo: HAC-P-BCV4A, Sony: CUSA34165_00)(Ex. 1.) Only nondiscretionary platform approvals remained such as 'Lotcheck' (a guideline checklist-based test) (Ex. 2.). Plaintiff also held binding contracts with cast members, composers, and production contractors based on established production timelines. (Ex. 3.)
2. **NOT SPECULATIVE –** The products production pipeline is highly developed and executed (Ex. 23, 6). Further, this is not the first game Plaintiff has released. Plaintiff most recently released a video game ("New Terra") on the same platforms, distributed worldwide in twelve languages, receiving immediate coverage from approximately thirty media outlets and an aggregate rating of approximately 8.5/10.
3. **DEFENDANTS KNOWLEDGE -** Defendant knew of Plaintiff's platform relationships *before purchase*. Defendant learned of Plaintiff through a fan, Jay Matoss, and initiated communications at Defendants request. (Ex. 4.) In or about July 2019, Plaintiff informed Defendant of existing relationships and commitments, including Nintendo®, Sony®, Steam®, E3® 2020, Ron

Wasserman, and Alexis Mincolla. (Ex. 5.) These relationships remain active. (Ex. 6.)

4. **INTENTIONAL INTERFERENCE -** Defendant conditioned discounted pricing on Plaintiff's commercial reach. Plaintiff provided platform, talent, and visibility information. Defendant accepted the information and provided *"one of the largest discounts… ever given"* (40%) for two motion-capture suits in exchange for press support. (Ex. 7.)
5. In 2024, Defendant deployed a firmware update (Ex. 9) which they knew would destroy Plaintiff's hardware as a form of planned obsolescence. This rendered all users Gen-1 motion-capture sensors and gloves inoperable. Defendant required repeated remote support sessions and continuously directed purchases of ineffective parts ("wires") (Exs. 10–11). Defendant never accepted that the sensors were the issue and never disclosed they secretly received live diagnostics confirming permanent sensor damage, yet offered no solutions except all users must upgrade to Gen 2 suits. (Ex. 12.) Defendant represented the hardware would not/could not be repaired, later admitting the firmware caused the damage and that only Defendant could repair it. (Exs. 13–14.)
6. **ACTUAL DISRUPTION -** Plaintiff's video game production was halted almost immediately after a Hollywood release event. (Ex. 15). Plaintiff laid off cast and crew (Ex. 16). Plaintiff's third-party contracts were disrupted. (Ex. 3).

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

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

SECOND CAUSE OF ACTION:

Misappropriation of Intellectual Property

(California Civil Code §3426)

8. **TRADE SECRETS DEFINED -** Plaintiff owns proprietary designed, directed, and recorded motion-capture data ("Animations"), consisting of over 850 individually recorded action and cinematic movement sequences. (Ex. 22). Plaintiff is the owner and author of the animations at issue, which are *"original works of authorship fixed in a tangible medium"* under 17 U.S.C. §102. Each animation was created and pre-determined by Plaintiff in his screenplay for use

in his video game production. (Ex. 23). *(see general allegations and facts: "intellectual property defined")*

9. **COPYRIGHT EXISTS –** *(see general allegations and facts: "copyright exists")*

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

11. **WORKS ARE INDEPENDENTLY VALUABLE –** (*see general allegations and facts "Independently Valuable")*

12. **INTENTIONAL MISAPPROPRIATION** - Intentional misappropriation occurred through *"espionage through electronic or other means"* under Cal. Civ. Code §3426.1(a), without authorization or license. (Ex. 43). Defendant's improper means included**:**

a. **(FIRST)** hidden code with default realm "SECRET AREA" (Ex. 31) that discretely harvested Plaintiff's intellectual property (Ex. 32), which Defendant admits (Ex. 33), and video evidence confirms (Ex. 34).

b. **(SECOND)** hidden keep-alive code creating a NAT hole-punch/inverse port forward, enabling persistent access paths through network layers to reach Plaintiff's animation files regardless of security measures. (Ex. 35)

c. **(THIRD)** forced "offline" limits (typically ~21 days) to require reconnection so misappropriation systems can collect new intellectual property. (Ex. 36)

d. **(FOURTH)** Opt-out exists in code but users cannot activate it (Ex. 39), and collection occurred from 2020 - today even without a "Teams" subscription or any license or terms allowing it. (Ex. 43) (*see also general allegations & facts: "No Teams Subscription")*

e. **(FIFTH)** Defendant's code contains a hardcoded backdoor/authentication bypass enabling Defendant access to user computers and files without the owners username or password. (Ex. 41)

(SIXTH) Avoiding regulators - Defendant represents cloud data is stored in Germany (Ex. 37) while code disproves that statement as only U.S.-based servers are used (Ex. 38). Defendant states to users [*"Your data and content will not be shared… and… you will never see your*

cloud-synced animations… utilised by anyone else, ***even Rokoko****.”]* (Ex. 37). Defendant states the complete opposite to commercial buyers and makes no illusions of where the data was procured from (Ex. 49)

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

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

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

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

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

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 Rokoko 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, 34), **(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, 47-52). Further, forensic video evidence confirms the harvesting. (Ex. 34)

23. **(SECOND)** For the 'how', Plaintiff reincorporates and reiterates the second cause of action herein.

24. **ACTUAL INFRINGEMENT OCCURRED –**

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

b. **(TWO)** Defendant stripped the CMI information form Plaintiff's intellectual property (Ex. 32, 49, 51)

c. **(THREE)** Defendant built and trained an AI model on the motion dataset built from Plainitff's intellectual property (Ex. 55)

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

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

f. **(SIX)** Defendant sells Plaintiff's original animations directly to consumers [*"for the price of a coffee"]* (Ex. 50)

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

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

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

27. **DAMAGES -** As a direct result of Defendant's infringement, Plaintiff suffered loss of exclusive control over copyrighted works, lost access to his original works entirely (Ex. 27), disruption and delay of production, loss of licensing opportunities, and diminished value of the Animations. Defendant obtained commercial benefit from the infringing use. Plaintiff seeks relief under 17 U.S.C. §§504–505.

FOURTH CAUSE OF ACTION

DMCA VIOLATIONS (17 U.S.C. §§ 1202)

28. **INTELLECTUAL PROPERTY –** *(see general allegations and facts: "Intellectual Property Defined")*

29. **COPYRIGHT EXISTS -** *(see general allegations and facts: "Valid Copyright Exists")*

30. **EMBEDDED CMI EXISTS –** *(see general allegations and facts: "Embedded CMI Exists")*

31. **DEFENDANT KNOWINGLY REMOVED CMI -** Defendant knowingly removed and/or altered Plaintiff's CMI without Plaintiff's authorization and has admitted to doing so publicly (Ex. 49, 51) ["*all elements that can track back to a specific individual is removed… This applies to* ***names***, ***locations*** *as well as* ***other identifiers***, *like* ***unique measurements***"] This is definitively a black-letter violation of 17 U.S.C. § 1202(c)(1)-(3) & (7).

32. Defendant's software systems were admittedly designed to automatically strip authoring metadata and other identifying CMI from Plaintiff's animation files during ingestion, synchronization, storage, processing, and export (Ex. 49) for the purpose of Defendants' intended sub-licensure, sale and use to and by third parties. (Ex. 50, 55-56)

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

34. **RETROACTIVE TERMS DO NOT APPLY -** *(see general allegations "Retroactive Terms Inapplicable")*.

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

a. obscuring authorship and ownership,

b. preventing downstream attribution,

c. enabling unauthorized commercial exploitation,

d. concealing the origin of Plaintiff's works from third-party recipients.

e. Liability-shielding in the 2025 agreement as Defendant openly stated they will take and use and sell intellectual property *even if it belongs to another* (such as work-for-hire) and liability shifts to the performer for infringement. (Ex. 52)

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

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

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

FIFTH CAUSE OF ACTION:

Racketeer Influenced and Corrupt Organizations Act (RICO)

(18 U.S.C. §1962(c))

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

37. **ENTERPRISE -** Defendant Rokoko Electronics, together with its alter-ego entities (i.e., Rokoko Electronics, Inc, Rokoko Electronics ApS, Rokoko Care, CoCo Care), alter-ego liability shields (i.e., J Balslev Holdings ApS, M Overby Holdings ApS, M Sondergaard Holdings ApS), controlling shells, affiliates, investors and I.P. recipients (i.e., Naver-Z Corp, Trifork Group) owners, and agents, constituted an ("association-in-fact enterprise") engaged in interstate commerce. The enterprise shared a common purpose—harvesting and monetizing user intellectual property—maintained ongoing relationships, and possessed sufficient longevity to pursue that purpose since at least 2022. (Ex. 47)

38. **INTENT, KNOWLEDGE, CONDUCT AND PARTICIPATION -** Defendant operated and managed the enterprise by designing, deploying, and maintaining software systems that secretly accessed, extracted, retained,

and commercialized user animation data and metadata, including Plaintiff's copyrighted works and trade secrets, for years (Ex. 31, 39, 41) before disclosure in 2025 (Ex. 44). Defendant was the architect of the scheme and financially benefited from it, including securing substantial investment capital (Ex. 47, 45, 33).

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

1. **Wire Fraud (18 U.S.C. §1343).** From 2020 to March 2025 and continuing to the present, Defendant Rokoko transmitted false statements through interstate electronic communications via its website, terms and conditions, downloadable software, e-mails and related channels falsely representing in one of many examples: [*"Your data and content will not be shared… and you will never see your cloud-synced animations utilised by anyone else, even Rokoko."*] (Ex. 37). These statements were materially false, knowingly made, and directly contradicted Defendant's internal practices which they admitted to since 2022 to investors (Ex. 47) and even today to third-party purchasers (Ex. 48-52) of the same content they promise will never be used or shared (Ex 37). Plaintiff encountered the statement(s) prior to purchasing equipment from Defendant.

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

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

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

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

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

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

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.

PRAYER FOR RELIEF:

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

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

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

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

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

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

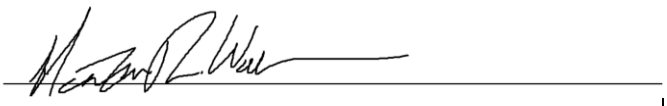
6. Awarding Plaintiff injunctive relief to be determined during prove-up, MSJ or trial.

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

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

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

Executed this December 25, 2025, in Santa Clarita, California.



Matthew R. Walsh
Plaintiff In Pro Per