

FILED

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

2025 JUN 13 PM 2:21

CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY *Ryo*

Plaintiff In Pro Per,

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

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

Case No.: 2:25-CV-5340 - *ODW (RAOX)*

NOTICE OF MOTION AND MOTION TO REMAND

Plaintiff In Pro Per,

vs.

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

Defendant

NOTICE OF MOTION AND MOTION TO REMAND;

TO THE COURT AND ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that Plaintiff, Matthew R. Walsh hereby moves the Court for an order remanding this case back to the Superior Court of California, County of Los Angeles, pursuant to 28 U.S.C. § 1447(c), on the grounds that the Notice of Removal filed by

1 Defendant Rokoko Electronics is untimely and therefore procedurally defective. Further,
2 Defendant is a California corporation (Exhibit), a Delaware corporation (Exhibit) has a U.S.
3 warehouse (Exhibit) and is owned and controlled by a board of directors (Exhibit) of which are
4 domiciled in the United States (Exhibit), there is no diversity of citizenship.
5

6
7 This motion will be made as soon as this matter is calendared by the Court, and is
8 based on this Notice of Motion and Motion, the attached Memorandum of Points and
9 Authorities, the concurrently filed Declaration of Matthew R. Walsh and exhibits, and such
10 further evidence and argument as may be presented at the hearing.
11

12
13 **MEMORANDUM OF POINTS AND AUTHORITIES**
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17 **INTRODUCTION**
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19 The matters in this case began in 2020 (Exhibit 23) and since has had foreseeable
20 litigation since September 2024. It is largely centered around allegations of widespread investor
21 and consumer fraud. It alleges a scheme cooked up and executed by Defendant and their
22 conspirators and investors to sell motion capture hardware to consumers like Plaintiff, purposely
23 destroy that equipment using poisoned firmware -- intentionally released in order to force
24 consumers to purchase new equipment; all while Defendant and their investors misappropriate
25 and infringe on consumer I.P. This case is ripe with fraud allegations and hundreds of pages of
26 exhibits, including forensic evidence and video evidence which Plaintiff believes supports all of
27
28

1 it. Plaintiff asserts this removal to Federal Court is just the latest element of fraud in Defendant's
2 case – one which already contains an act of perjury.
3

4
5 Defendant Rokoko Electronics notified Plaintiff of their intention to remove this
6 case to federal court on June 12th, 2025. Plaintiff notified them by e-mail that it was untimely and
7 would be motioned for remand. Defendant proceeded anyways. As a basis for removal being
8 untimely, Defendant was electronically provided the Complaint on May 4th, 2025 and made a
9 general appearance in the case on May 5th, 2025; which is 40 days.
10

11
12 Further, Defendant makes claims of diversity of citizenship under false pretenses
13 – while under penalty of perjury. The entirety of diversity of citizenship is inapplicable under 28
14 USC 1332 and simply reinforces the initial Complaint and proceedings in that case showing that
15 they make every attempt to shield themselves from liability by using their network of
16 corporations, legitimate or not, as both a sword and a shield; as they are with this claim.
17

18
19 Lastly, Defendant has already defaulted in the state case, has failed to file a
20 responsive pleading in time, has failed to demur and an impending motion for summary
21 judgment is calendared for September 11th, 2025 at 8:30AM in Dept. 30 in front of the Hon.
22 Dean J. Kitchens. This meritless, untimely removal to federal Court is simply to buy time in that
23 case and delay the inevitable and should be sanctioned under Rule 11.
24

25
26 **FACTUAL BACKGROUND**
27

1 Plaintiff personally served Defendant with the Complaint and Summons on May 14,
2 2025, as evidenced by the proof of service filed with the Superior Court however, on May 5,
3 2025, Defendant's authorized representative emailed Plaintiff acknowledging the case,
4 confirming receipt of the Complaint, engaged in settlement talks and stated that Defendant had
5 retained U.S. counsel and intended to proceed to trial (Exhibit 3). The receipt of this complaint
6 itself satisfies *Kluksdahl v. Muro Pharmaceutical, Inc.* and therefore establishes and cements the
7 30 day clock to remove as May 5th, 2025.
8

9
10
11 Defendant's email and the bidirectional correspondence therein constituted a general
12 appearance under California Code of Civil Procedure § 1014 and (*Roy v. Superior, Hamilton v.*
13 *Asbestos Corp, Zaragoza v. Superior*), and (*HPIL Holding, Inc. v. Zhang*).

14
15 Despite clear notice of the case and direct engagement, Defendant not only failed to
16 respond to the Complaint, demur or file any such responsive pleading, they failed to timely
17 remove while always being aware of active litigation and waiting on what they perceived to be
18 the final day, ignoring Plaintiff's filed declaration of general appearance by Defendant. The 30-
19 day statutory window under 28 U.S.C. § 1446(b) expired on or before June 12, 2025.
20 Defendant's removal on June 12, 2025, is therefore defective.
21

22
23
24 Defendant has failed timelines in the state case, has procedurally defaulted and Plaintiff
25 has moved for summary judgment in lieu of default. A scheduled hearing for that motion on
26 September 11th, 2025; Defendant is using untimely removal and demonstrably false statements to
27 this Court under penalty of perjury as both a sword and shield to once again attempt to frustrate
28

1 the judicial process in this matter.
2

3
4 Defendant's counsel notified Plaintiff they planned to remove to Federal Court,
5 asked if Plaintiff would object, and Plaintiff explained several times that it was untimely and
6 procedurally defective (Exhibit 24). Counsel filed anyways.
7

8
9
10 **ARGUMENTS**

11
12 1. **DEFENDANT HAS NO RIGHT TO REMOVE: THEY ARE IN PROCEDURAL**
13 **DEFAULT**

14
15 a. Defendant's general appearance in the state case was May 5th, 2025 (Exhibit 2-4.

16 They have failed to file any responsive pleading or motions in that matter with
17 overwhelming notice, service and bidirectional communication.
18

19
20 b. Plaintiff did not enter for default because he was seeking and filed a motion for
21 summary judgment in lieu of default as Defendant knowingly shifts his corporate
22 nerve center as far from pending liability as possible. Plaintiff knew a default
23 judgment would not be enforceable and thus sought MSJ in lieu of default:
24

25
26 *"Many foreign jurisdictions will not recognize U.S. default judgments unless the*
27 *judgment reflects a full and fair hearing on the merits."* (Bank of Montreal v.
28

1 *Kough (1977) 430 F.Supp. 1243, 1246)*

2
3
4
5 *“Courts may be reluctant to enter default judgments against foreign defendants*
6 *when such judgments may be unenforceable abroad. A summary judgment, which*
7 *demonstrates a decision on the merits, is often more appropriate.” (Bano v.*
8 *Union Carbide Corp., 273 F.3d 120, 123 (2d Cir. 2001))*

9
10 *“A judgment of a court of competent jurisdiction, based on a hearing of both*
11 *parties, is presumed to be conclusive internationally. A default judgment may not*
12 *carry such weight.” (Hilton v. Guyot, 159 U.S. 113 (1895))*

13
14
15 *“In some instances, courts have converted a motion for default into a motion for*
16 *summary judgment when the record supported such treatment and a more*
17 *enforceable judgment was desired.” (Wright & Miller, Federal Practice and*
18 *Procedure § 2697)*

- 19
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24
25 **c.** Defendant had filed to remove the case on April 12th, 2025; however; the state
26 Court has already been notified that Defendant is in procedural default in that
27 matter and a summary judgment in lieu of Default had been filed and calendared
28

1 by the Court for September 11th, 2025.

2
3 **d.** Because Defendant is in procedural default, they have waived removal under 28
4 U.S.C. § 1446(b) and under the findings in (Cantrell v. Great Republic Ins. Co
5 United States Court of Appeals, Second Circuit. July 18, 2000 219 F.3d 162)
6 which state “*When claim is procedurally defaulted in state court by failure to*
7 *abide by state procedural rules and no state remedies remain available to*
8 *defendant, his claim is deemed exhausted*”
9
10

11
12 **2. DEFENDANTS REMOVAL IS ENTIRELY UNTIMELY**

13 Defendant generally appeared on May 5, 2024; with receipt of the original pleading on
14 May 4th, 2025 having occurred. This is after 7 months of settlement discussions to
15 attempt to resolve core legal disputes in the Complaint. After more than 200 days of those
16 discussions, a small claims action and the civil action brought on May 4th, 2025;
17 Defendant, with intent to continue litigation, made a general appearance of at least May
18 5th, 2025 not only as a matter of law and legal findings of the Court, but also in the
19 findings in H.F. Livermore Corp. v. Aktiengesellschaft Gebruder Loepfe, 432 F.2d 689,
20 692 (D.C.Cir.1970) state “*75 days of settlement discussions constitute appearance*”
21
22

23
24 **a. DEFENDANT RECEIVED THE ACTION ON MAY 4TH**

25 Defendant received the civil action on May 4th, 2025 by e-mail (Exhibits 2-4)
26 satisfying the “service -- or otherwise” delivery under 28 U.S.C.A. § 1446(b).
27
28

1 This starts the clock for the notice of removal window as of May 4th, 2025.
2

3
4 **b. DEFENDANT ACKNOWLEDGED RECEIPT**

5 Defendant **acknowledged receipt** in the civil action (Exhibit 3), advised that they
6 have retained counsel (Exhibit 4), engaged in or initiated settlement talks (Exhibit
7 3, 4), stated that Defendant *and* [it's board of directors] have been fully briefed
8 and are ready to go to trial (Exhibit 4). Lastly, Defendant made admissions
9 recognizing the sufficiency and legality of the case and made coercive statements
10 demanding the ongoing matter was dropped – indicating recognition, knowledge
11 and awareness of all components (Exhibit 4). These actions and admissions by
12 Defendant satisfy Sanchez v. Superior Court in that they “*recognized the*
13 *authority of the court to proceed*”.

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16
17 “*A plea by one partner, on behalf of himself and his copartners, the rejoinder*
18 *being signed by a proctor for all the defendants, amounts to a legal appearance*
19 *for them all.*” (*Hills v. Ross*, 3 U.S. (3 Dall.) 331 (1796))

20
21 “*The statutory list of acts constituting an appearance (id., § 1014 [filing an*
22 *answer, demurrer, motion to strike, etc.]) is not exclusive; “rather the term may*
23 *apply to various acts which, under all of the circumstances, are deemed to confer*
24 *jurisdiction of the person. [Citation.] What is determinative is whether defendant*
25 *takes a part in the particular action which in some manner recognizes the*
26 *authority of the court to proceed.*” (*Sanchez v. Superior Court* (1988) 203 Cal.
27
28

1 App. 3d 1391, 1397 [250 Cal. Rptr. 87] (Sanchez).)

2
3 **c. GENERAL APPEARANCE IS EQUAL TO PERSONAL SERVICE**

4 *"A general appearance by a party is equivalent to personal service of summons*
5 *on such party."* (Code Civ. Proc., § 410.50, subd. (a).) [8]
6

7
8 **d. DECLARATION OF GENERAL APPEARANCE WAS FILED WITH THE**
9 **COURT**

10 Defendant is not prejudiced, they had every opportunity to cure as:

- 11
12
13 a. Conclusively, the state Court was made aware on or about May 28th,
14 2025 that Defendant had made a general appearance in the Case
15 (Exhibit 16); further they contested the causes of action on the merits.
16 (Exhibit 3, 4)
17

18
19 *"a party who enters a general appearance and contests a cause of*
20 *action on the merits submits to the court's jurisdiction and waives*
21 *service of process objections."* (HPIL Holding, Inc. v. Zhang United
22 *States District Court 2024)*
23

- 24
25 b. Defendant was served a copy of the **DECLARATION OF**
26 **GENERAL APPEARANCE BY DEFENDANT** on or about May
27 28th, 2025 (Exhibit 16) and therefore under Federal Rules 12(b),(4,5),
28

1 (h), 28 U.S.C.A has waived his objection to jurisdiction by not
2 contesting the matter prior to removal:
3

4
5 *“Defendant may waive his objection to jurisdiction by appearing and*
6 *not asserting insufficient service of process as affirmative defense in*
7 *responsive pleading or dispositive motion.”*
8

9
10 c. Defendant was within appropriate timeframe windows to file a
11 responsive pleading, an answer, to demur or even to move the matter
12 to Federal Court at that time. However, chose intentionally not to act
13 upon any of those and so has waived objection.
14

15 **e. DEFENDANT HAS WAIVED INSUFFICIENCY OF PROCESS AND**
16 **INSUFFICIENCY OF SERVICE**
17

18 *“Defenses of insufficiency of process or insufficiency of service are waived by*
19 *failing to assert them in preanswer motion or first responsive pleading, or by*
20 *making voluntary general appearance.”* *Barmat, Inc. v. U.S. United States*
21 *District Court, N.D. Georgia, Atlanta Division. October 17, 1994*
22

23
24 **f. DEFENDANT IS THEREFORE UNTIMELY**

25 *“Defendant must remove a state action to federal court within 30 days of receipt*
26 *of copy of initial pleading, without regard to whether service has been effected.*
27 *28 U.S.C.A. § 1446(b).”*
28

1 (Kluksdahl v. Muro Pharmaceutical, Inc. United States District Court, E.D.
2 Virginia, Richmond Division. .May 24, 1995)

3
4
5 **g. CONCLUSION ON TIMELINESS**

6 A general appearance (Exhibit 3-4) coupled with confirmed receipt of the initial
7 pleading (Exhibit 3) is a general appearance and is made equal to personal
8 service. As a matter of law, the removal window which has begun long ago -- has
9 ended -- in any such case, **removal is untimely.**

10
11
12 3. **THERE IS NO DIVERSITY OF CITIZENSHIP.**

13 Diversity of citizenship is inapplicable pursuant to USC 1332(c)(1) which states: “*a*
14 *corporation shall be deemed to be a citizen of every State and foreign state by which it*
15 *has been incorporated and of the State or foreign state where it has its principal place of*
16 *business,”* Defendant IS incorporated in California.

17
18
19 Secondly, Defendant claims in their removal motion that their principal headquarters is at
20 their Copenhagen address, however, this location – as detailed in the original Complaint
21 – is a locked cellar basement door, with a locked gate over it that Google Street View
22 shows has not been opened since 2016 (Exhibit 25).

23
24
25 Lastly, Defendant cannot simply wait until litigation comes to their door and move the
26 nerve center (Hertz Corp. v Friend) to and from Copenhagen to somewhere safe anytime
27 legal responsibility comes knocking; because as (Exhibit 25) shows, there is no nerve
28

1 center. As alleged in his Complaint and MSJ --- Rokoko is a floating façade of worldwide
2 shell corporations with no *actual* center, unless Defendant's own words can be trusted;
3 and in that case – San Francisco would be the primary named nerve center advertised
4 since 2016 (Exhibit 17) and California would be the most advertised in operational
5 completeness.
6

7
8 As U.S.C. 1332(c)(1) clearly defines and cements Plaintiff as a citizen as:
9

10 A. Defendant is registered as a California corporation (Exhibit 8) with a
11 registration number of 3890148.
12

13
14 B. Defendant does considerable business in California with multi-billion
15 dollar corporations that do not have Nexus in Delaware or anywhere
16 else Defendant is claiming to seek harbor. (Exhibit 13)
17

18
19 C. Defendant made express admissions since 2016 to firstly have a
20 principal office in San Francisco on marketing material (Exhibit 16).
21

22
23 D. Defendant made express admissions that they have staffed San
24 Francisco offices with principal mailing addresses of 28 Geary St.,
25 Suite 625, San Francisco, CA 94108 (Exhibit 14)
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E. Defendant made express admissions that they have a staffed Los Angeles office (Exhibit 14) with a principal mailing address of 31416 Agoura Rd #118, Westlake Village, CA 91361

F. Defendant made express admissions to Plaintiff which he explicitly reinforces that offices are legitimate. (Exhibit 15)

G. Defendant has a U.S. Bank Account located in California where they direct all U.S. customers to pay to (Exhibit 22)

H. Defendant has a U.S.-warehouse (Exhibit 18) funded to and from a California bank account (Exhibit 22)

I. Defendant has already participated in U.S. Court proceedings:

a. A small-claims case, with overlapping time and overlapping claims (Case No. #25CHSC00490) was filed on or about April 28th, 2025. (Exhibit 5, 6)

b. Defendant had appeared in and participated in that case personally on behalf of the Company. (Exhibits 10-12)

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c. Defendant had participated in ODR. (Exhibit 10)

d. Defendant had requested Arbitration on his own accord.
(Exhibit 11)

e. Due to the above and Defendant's actions which constitute acceptance by conduct and; that Defendant had planted his flag in California, where he does business: he has assented to the jurisdiction of the Court on numerous occasions and factual basis.

J. Defendant has received service at his Los Angeles address and then participated in matters (Exhibit 9).

K. Defendant has received service at his San Francisco address and then participated in matters (Exhibit 19).

L. Defendant is a board-controlled Company with members of the board (Exhibit 20) specifically domiciled in, and employed within California:

1 4. **DEFENDANTS REMOVAL WAS PROCURED THROUGH A FALSE**
2 **DECLARATION MADE UNDER PENALTY OF PERJURY**

3 Defendant's Notice of Removal relies on a declaration from Mikkel Overby (Decl. ¶ 7)
4 stating:

5
6
7 *"At no point prior to filing or at the time of filing was Rokoko a citizen of California.*
8 *Rokoko has only ever been a Delaware corporation with a principal place of business in*
9 *Denmark."*

10
11
12 This statement was made under penalty of perjury. However, the documentary and
13 testimonial evidence paints a vastly different picture. Under 28 U.S.C. § 1332(c)(1), a
14 corporation is a citizen of both (1) its place of incorporation and (2) its "principal place of
15 business."

16
17
18 **THE EVIDENCE SHOWS THIS STATEMENT IS DEMONSTRABLY FALSE**

19 Plaintiff reasserts the claims and evidence from ¶ 3, which clearly show and qualify
20 Defendant as a citizen of California.

21
22
23 As such, Defendant's assertion that it has "only ever" been based in Denmark is
24 demonstrably false. Under Rule 11(b)(3) of the Federal Rules of Civil Procedure, parties
25 are prohibited from submitting factual contentions lacking evidentiary support. When
26 those statements are made under penalty of perjury and **conflict with overwhelming**
27 **documentary evidence**, they risk violating federal law.

1
2 Removal based on knowingly false jurisdictional facts warrants sanctions, remand, and a
3 referral for further inquiry into potential perjury.
4

5
6 **5. DEFENDANT HAS WAIVED JURISDICTION**

7 *“Defendant may waive his objection to jurisdiction by appearing and not asserting*
8 *insufficient service of process as affirmative defense in responsive pleading or dispositive*
9 *motion.”* Federal Rules 12(b),(4,5), (h), 28 U.S.C.A
10

11
12 **6. THIS MOTION IS PRIMA FACIE MERITLESS AND FRIVELIOUS**

13 Defendant simply only filed this motion for one reason: frustrate and delay the judicial
14 process insofar that they:
15

16 **a. Have procedurally defaulted in the Civil matter.**
17

18
19 **b. Appeared but failed to file any responsive pleadings or motions.**
20

21 **c. Had ample time to remove to Federal court being sufficiently notified and served**
22 **hundreds of pages of documents, declarations, motions and exhibits on about 8**
23 **different occasions.**
24
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1 **d.** Is facing multiple spoliation claims and sought sanctions in the civil case with
2 numerous picture and video evidence to the contrary.

3
4
5 **e.** Had pending unanswered discovery (RFA's and Interrogatories)

6
7 **f.** Are delaying a filed motion for summary judgment in lieu of Default that has
8 already been calendared for September 11th, 2025.
9

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12 **7. CONCLUSION**

13 There is no need for this matter to move to Federal Court. State Court can hear it properly
14 and efficiently. Defendant's counsel is licensed in California. Court is already in session.
15 Hundreds of pages of exhibits have already been filed after an exhausting 5 year business
16 relationship with Defendant (Exhibit 23). Defendant knows Plaintiff is in propria persona
17 and as such is barred from electronic access to the case and eFiling in Federal Court and
18 wants to leverage that to their advantage. Defendant simply wants to delay and frustrate
19 Plaintiff and his path for justice and resolution. Nothing more. **Additionally, Defendant**
20 **has perjured themselves in front of this Court and therefore it should be remanded**
21 **on this fact alone.**
22
23

24
25 Further, Defendant is and was in procedural default at the time of filing this
26 removal. Defendant is legally considered a citizen under U.S.C Section 1332(c) of Title
27 28. Lastly, Because Defendant's Notice of Removal was due June 4th pursuant to 28 U.S.
28

1 Code § 1446 and (Kluksdahl v. Muro), more than 30 days have passed since equivalent
2 service and receipt thereof of the original Complaint and pleadings: **Removal is untimely**
3 **and procedurally defective. This Court lacks jurisdiction to proceed.**
4

5
6 *“Because lack of jurisdiction would make any decree in case void and continuation of*
7 *litigation in federal court futile, removal statute [28 U.S.C.A. § 1441] should be strictly*
8 *construed and all doubts resolved in favor of remand.”* (Abels v. State Farm Fire & Cas.
9 Co., C.A.3 (Pa.) 1985, 770 F.2d 26)
10

11
12 *“Because jurisdiction is fundamental, any doubts concerning removal must be resolved*
13 *against removal and in favor of remanding case to state court.”* (Cross v. Bankers
14 Multiple Line Ins. Co., N.D.Tex.1992, 810 F.Supp. 748. Removal Of Cases Key Number
15 Symbol 107(7))
16

17
18 *“Defendant's right to remove and plaintiff's right to choose his forum are not on equal*
19 *footing; removal statutes are construed narrowly and, when plaintiff and defendant clash*
20 *about jurisdiction, uncertainties are resolved in favor of remand.”* (Burns v. Windsor Ins.
21 Co., C.A.11 (Ala.) 1994, 31 F.3d 1092)
22

23
24 **8. PRAYER FOR RELIEF**

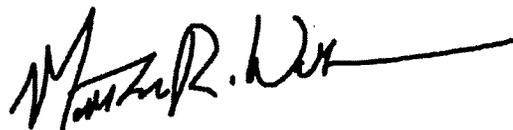
25 Plaintiff respectfully requests that the Court:
26
27
28

- 1 **a.** Remand this matter back to the Superior Court of California, County of Los
2 Angeles, AND;
3
4
5 **b.** Award Plaintiff costs and actual expenses, including Court costs and attorney fees
6 under 28 U.S.C. § 1447(c), *Martin v. Franklin Capital Corp.* (2005) 546 U.S.
7 132, 136. AND;
8
9 **c.** Consider Rule 11 sanctions as Defendant’s continued unreasonable delays and
10 gamesmanship tactics to avoid a calendared MSJ hearing post-default in state
11 Court are a bad-faith removal for delay.
12
13
14 **d.** Grant any other sanctions, remedies or damages which the Court deems just and
15 appropriate.
16

17
18 I, Matthew R. Walsh, declare under penalty of perjury under the laws of the United States that
19 the foregoing is true and correct.

20
21 Executed this 12th day of June, 2025, in Santa Clarita, California.
22

23
24 Dated this 12th of June, 2025.

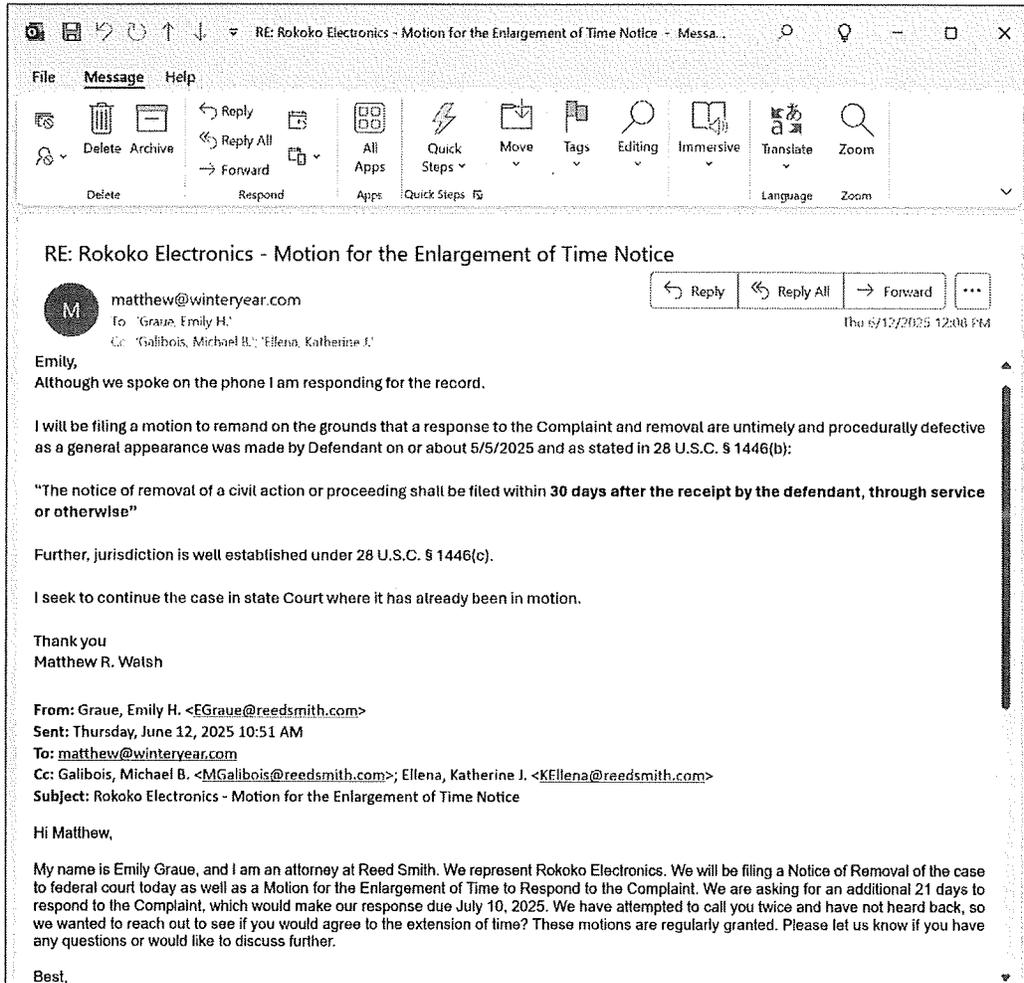
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Matthew R. Walsh
Plaintiff In Pro Per

EXHIBIT 1

Plaintiff specifically stated to Defendant that any such filing of this motion would be untimely:



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 materially altered.

Executed this 12th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

EXHIBIT 2

Plaintiff provided the complaint to Defendant on 5/4/2025.

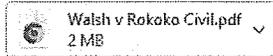
Case dismissed, new case filed.



matthew@winteryear.com
To 'Mikkel Lucas Overby'

Reply Reply All Forward

Sun 5/4/2025 10:03 PM



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

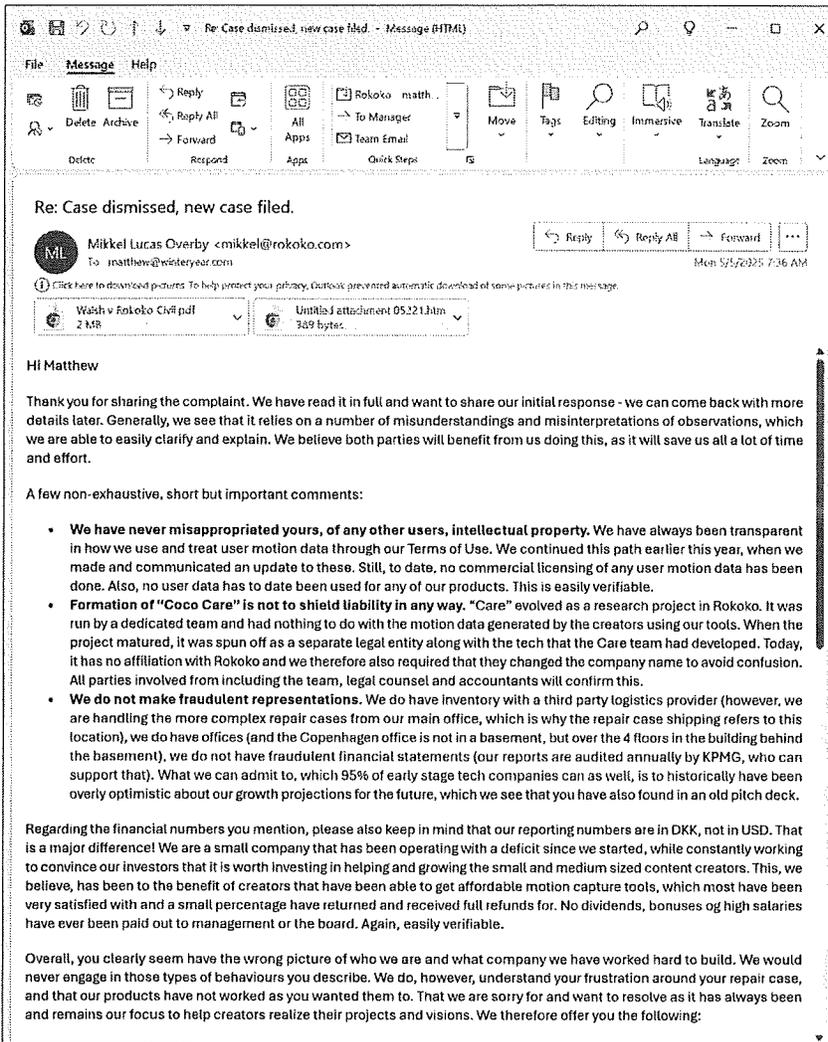
I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been materially altered.

Executed this 12th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

EXHIBIT 3

Defendant confirms receipt of the Complaint and makes a general appearance:

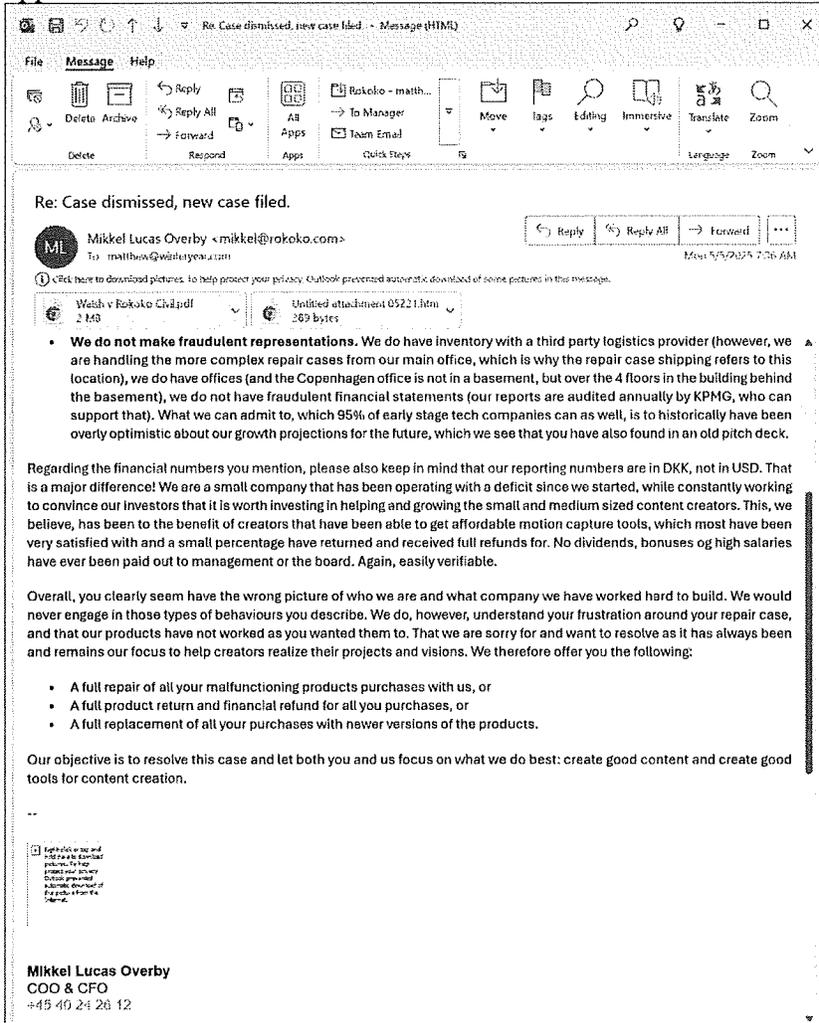


I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been materially altered.
Executed this 12th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

EXHIBIT 3 (continued)

Defendant confirms receipt of the Complaint, even responds with it attached and makes statements, actions and intentions equally consistent with those requirements to state a general appearance has occurred.

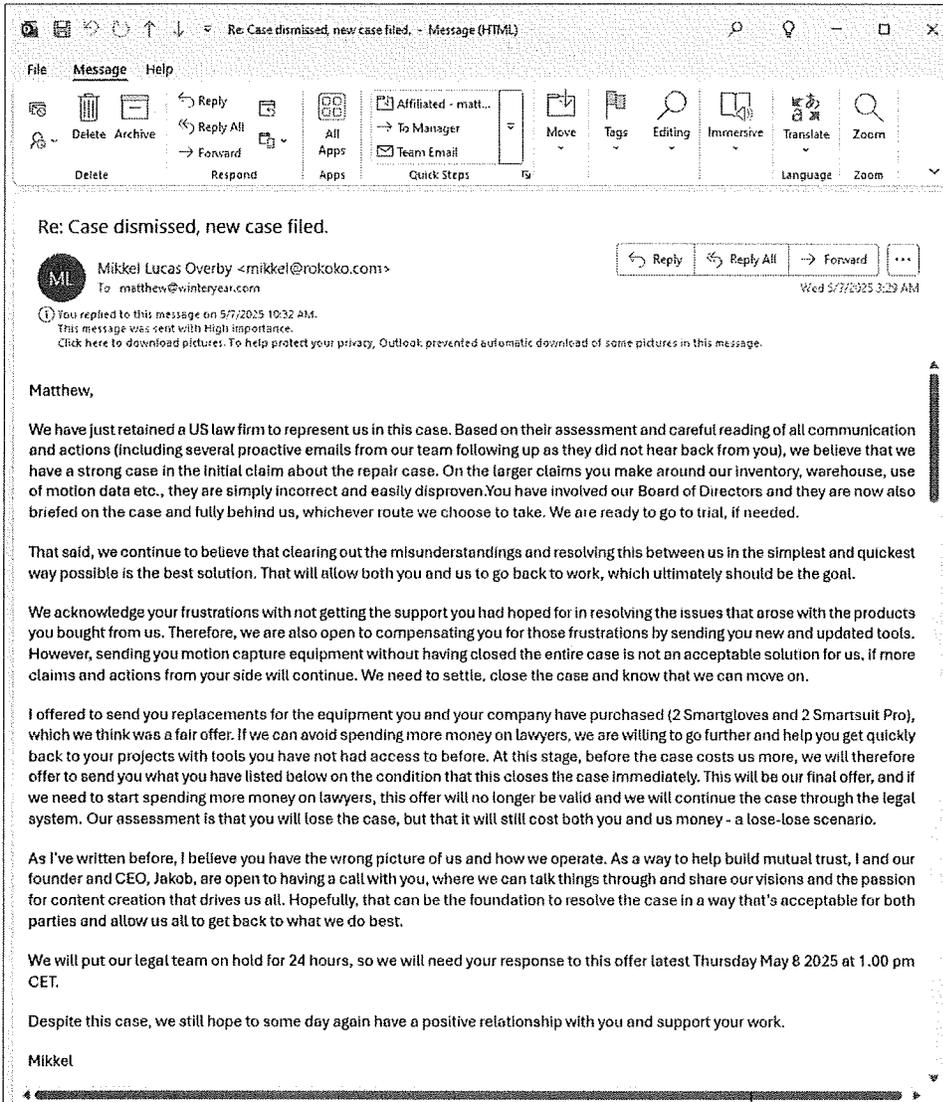


I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been materially altered.
Executed this 12th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

EXHIBIT 4

Defendant further made a general appearance in this matter for the 2nd time on May 7th, 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 materially altered.
Executed this 12th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

EXHIBIT 5

Defendant was priorly involved in litigation for overlapping causes of action prior to the original State Civil case in which he participated; accepting and submitting to the Court’s jurisdiction:

RE: Case with Rokoko



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

Reply Reply All Forward

Mon 4/28/2025 9:58 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Rokoko_Case_25CHSC00490_Brief.pdf
185 KB

Rokoko_Case_25CHSC00490_Complaint.pdf
414 KB

Mikkel,

Unfortunately, you cannot be represented by a law firm in Los Angeles small claims court. I have stated this multiple times over the past few months.

(Reference: <https://www.illegal.org/blog/are-lawyers-allowed-in-small-claims-court/>)

You are, of course, welcome to seek attorney advice for review purposes, and I encourage you to do so. However, counsel cannot represent you in the current matter unless I escalate it to a higher court.

For your attorney's convenience, attached are my most recent case brief and the complaint. It should take very little time to provide you with a definitive evaluation based on these documents. Since you are reaching out to counsel, I withdraw my 48 hour demand for resolution so you can speak with someone effectively.

Also, I am not interested in "business days" for responses. You have had years to resolve these issues with me. We are now just over one month from trial, and each day you delay continues to injure me and further delay my project.

At this moment, I am asking only for hardware replacement. The law is so crystal clear on this issue (explained plainly in my complaint) that we should not be going to court at all.

I remain willing to resolve this efficiently if you act promptly. However, if this matter continues to be dragged out, I will escalate to a higher court post-small claims, and at that point, I will no longer be asking solely for replacement hardware.

I've given you every opportunity at every juncture to deescalate this. It can go a lot farther, I'd rather my equipment just work instead.

Matthew Walsh

From: Mikkel Lucas Overby <mikkel@rokoko.com>
Sent: Monday, April 28, 2025 9:28 AM
To: Matthew R. Walsh <matthew@winteryear.com>
Subject: Re: Case with 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 materially altered.

Executed this 12th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

EXHIBIT 6

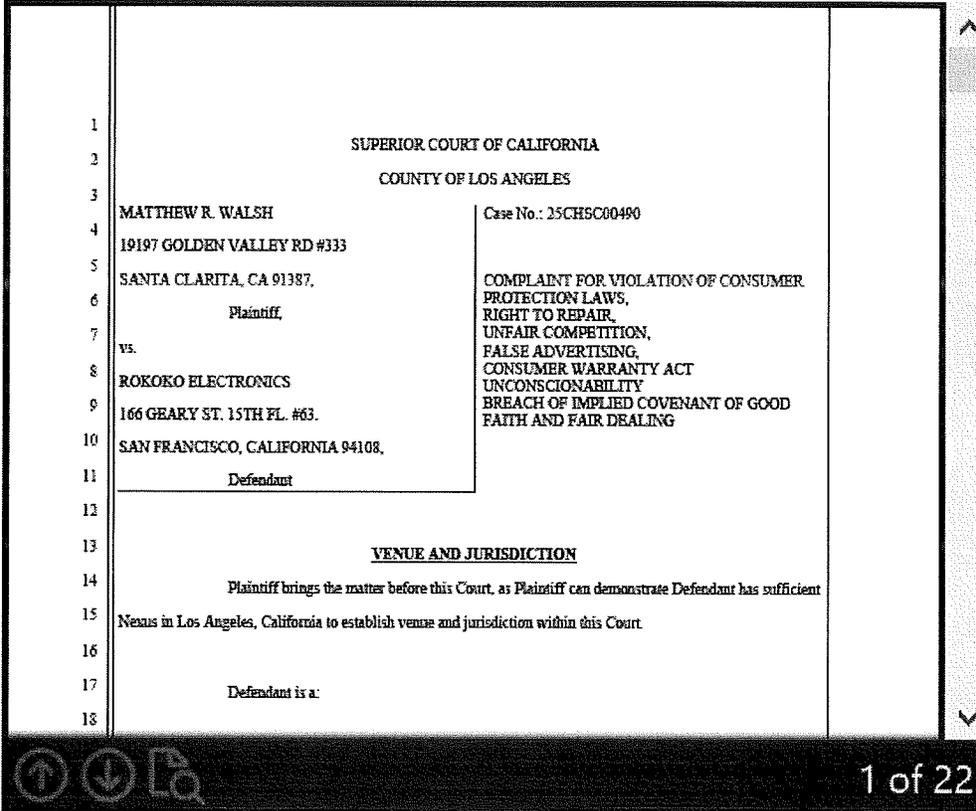
Defendant was involved in litigation for overlapping causes of action prior to the original State Civil case in which he participated:

← Back to message

Last changed: Saturday, April 26, 2025

Rokoko_Case_25CHSC00490_Brief.pdf
185 KB

Rokoko_Case_25CHSC00490_Complaint.pdf
414 KB



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 materially altered.
Executed this 12th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

EXHIBIT 7

Defendant is a California Corporation with a principal address and “street address of California office” of 498 ALABAMA STREET, SAN FRANCISCO, CA 94110

 <p>STATE OF CALIFORNIA Office of the Secretary of State STATEMENT OF INFORMATION CORPORATION California Secretary of State 1500 11th Street Sacramento, California 95814 (916) 667-5448</p>		<p>BA20241277973</p> <p>For Office Use Only -FILED- File No.: BA20241277973 Date Filed: 7/10/2024</p>													
<p>Entity Details</p> <table border="1"> <tr> <td>Corporation Name</td> <td colspan="3">ROKOKO ELECTRONICS, INCORPORATED</td> </tr> <tr> <td>Entity No.</td> <td colspan="3">3890148</td> </tr> <tr> <td>Formed In</td> <td colspan="3">DELAWARE</td> </tr> </table>				Corporation Name	ROKOKO ELECTRONICS, INCORPORATED			Entity No.	3890148			Formed In	DELAWARE		
Corporation Name	ROKOKO ELECTRONICS, INCORPORATED														
Entity No.	3890148														
Formed In	DELAWARE														
<p>Street Address of Principal Office of Corporation</p> <table border="1"> <tr> <td>Principal Address</td> <td colspan="3">498 ALABAMA STREET SAN FRANCISCO, CA 94110</td> </tr> </table>				Principal Address	498 ALABAMA STREET SAN FRANCISCO, CA 94110										
Principal Address	498 ALABAMA STREET SAN FRANCISCO, CA 94110														
<p>Mailing Address of Corporation</p> <table border="1"> <tr> <td>Mailing Address</td> <td colspan="3">498 ALABAMA STREET SAN FRANCISCO, CA 94110</td> </tr> <tr> <td>Attention</td> <td colspan="3"></td> </tr> </table>				Mailing Address	498 ALABAMA STREET SAN FRANCISCO, CA 94110			Attention							
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Attention															
<p>Street Address of California Office of Corporation</p> <table border="1"> <tr> <td>Street Address of California Office</td> <td colspan="3">498 ALABAMA STREET SAN FRANCISCO, CA 94110</td> </tr> </table>				Street Address of California Office	498 ALABAMA STREET SAN FRANCISCO, CA 94110										
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<p>Officers</p> <table border="1"> <thead> <tr> <th>Officer Name</th> <th>Officer Address</th> <th>Position(s)</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/> JAKOB BALSLEV</td> <td>Denmark MOERDRUPVEJ 15 A 1 4 ESPERGAERDE, 3060</td> <td>Chief Executive Officer, Secretary, Chief Financial Officer</td> </tr> </tbody> </table>				Officer Name	Officer Address	Position(s)	<input checked="" type="checkbox"/> JAKOB BALSLEV	Denmark MOERDRUPVEJ 15 A 1 4 ESPERGAERDE, 3060	Chief Executive Officer, Secretary, Chief Financial Officer						
Officer Name	Officer Address	Position(s)													
<input checked="" type="checkbox"/> JAKOB BALSLEV	Denmark MOERDRUPVEJ 15 A 1 4 ESPERGAERDE, 3060	Chief Executive Officer, Secretary, Chief Financial Officer													
<p>Additional Officers</p> <table border="1"> <thead> <tr> <th>Officer Name</th> <th>Officer Address</th> <th>Position</th> <th>Shared Position</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">None Entered</td> </tr> </tbody> </table>				Officer Name	Officer Address	Position	Shared Position	None Entered							
Officer Name	Officer Address	Position	Shared Position												
None Entered															
<p>Directors</p> <table border="1"> <thead> <tr> <th>Director Name</th> <th>Director Address</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/> Jakob Balslev</td> <td>Denmark MOERDRUPVEJ 15 A 1 4 ESPERGAERDE, 3060</td> </tr> </tbody> </table>				Director Name	Director Address	<input checked="" type="checkbox"/> Jakob Balslev	Denmark MOERDRUPVEJ 15 A 1 4 ESPERGAERDE, 3060								
Director Name	Director Address														
<input checked="" type="checkbox"/> Jakob Balslev	Denmark MOERDRUPVEJ 15 A 1 4 ESPERGAERDE, 3060														
<p>The number of vacancies on Board of Directors is: 0</p>															
<p>Agent for Service of Process</p> <table border="1"> <tr> <td>California Registered Corporate Agent (1505)</td> <td>CORPNET, INCORPORATED Registered Corporate 1505 Agent</td> </tr> </table>				California Registered Corporate Agent (1505)	CORPNET, INCORPORATED Registered Corporate 1505 Agent										
California Registered Corporate Agent (1505)	CORPNET, INCORPORATED Registered Corporate 1505 Agent														
<p>Type of Business</p> <table border="1"> <tr> <td>Type of Business</td> <td>MOTION CAPTURE TECHNOLOGY</td> </tr> </table>				Type of Business	MOTION CAPTURE TECHNOLOGY										
Type of Business	MOTION CAPTURE TECHNOLOGY														
<p>Email Notifications</p> <table border="1"> <tr> <td>Opt-in Email Notifications</td> <td>Yes. I opt-in to receive entity notifications via email.</td> </tr> </table>				Opt-in Email Notifications	Yes. I opt-in to receive entity notifications via email.										
Opt-in Email Notifications	Yes. I opt-in to receive entity notifications via email.														
<p>Labor Judgments</p> <p>No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.</p>															

Page 1 of 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 materially altered.
Executed this 12th day of June, 2025 in Santa Clarita, California.



Matthew R. Walsh
Plaintiff in pro per

1 **EXHIBIT 8**

2 Defendant has been a registered California corporation since 2016 incorporated in and to a Los
3 Angeles registered agent and that the Corporate address is specifically listed as "44 Tehama St.,
San Francisco, CA 94105"

4 3890148

5 **S&DC-S/N Statement and Designation by Foreign Corporation**

6 To qualify a corporation from another state or country to transact intrastate business in California, fill out this form, and submit for filing along with:

- A \$100 filing fee (for a foreign stock corporation) or \$30 filing fee (for a foreign nonprofit corporation), and
- A certificate of good standing, issued within the last six (6) months by the agency where the corporation was formed. **Note:** If the corporation is a nonprofit, the certificate of good standing also must indicate the corporation is a nonprofit or nonstock corporation.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

7 **Important!** Corporations in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

8 **FILED**
Secretary of State
State of California
1PC MAR 25 2016

9 For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

10 **Corporate Name** (List the exact name of the corporation, as shown in the certificate of good standing. If the name of the corporation is not available for use in the State of California, the corporation must qualify under an assumed name. E.g., "[But the exact name] which will do business in California as [list the proposed assumed name].*" For general corporate name requirements and restrictions in California, go to www.sos.ca.gov/business/be/name-availability.htm.)

11 ① Rokoko Electronics, Incorporated

12 **Corporate History**

13 ② State or foreign country where this corporation was formed: Delaware

14 **Service of Process** (List a California resident or a California registered corporate agent that agrees to be your agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

15 ③ a. InCorp Services, Inc.
Agent's Name

16 b. CA
Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box City (no abbreviations) State Zip

17 The corporation named in Item 1 above irrevocably consents to service of process directed to it upon the agent designated above, and to service of process on the California Secretary of State if that agent or that agent's successor is no longer authorized to act or cannot be found at the address given.

18 **Corporate Addresses**

19 ④ a. Sankt Gertruds Straede 6E Copenhagen Denmark 1129
Street Address of Principal Executive Office - Do not list a P.O. Box City (no abbreviations) State Zip

20 b. (c/o Galvanize) 44 Tehama St San Francisco CA 94105
Street Address of Principal Office in California, if any - Do not list a P.O. Box City (no abbreviations) State Zip

21 c. _____
Mailing Address of Principal Executive Office, if different from 4a or 4b City (no abbreviations) State Zip

22 **Read and sign below:** This form must be signed by an officer of the foreign corporation.

23 Sign here Jakob Balslev Jakob Balslev CEO & President
Print your name here Your officer title

24 **Make check/money order payable to: Secretary of State** **By Mail** **Drop-Off**
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee. Secretary of State Business Entities, P.O. Box 944260 Sacramento, CA 94244-2600 1500 11th Street, 3rd Floor Sacramento, CA 95814

25 Corporations Code §§ 2105, 2106, Revenue and Taxation Code § 23115 2014 California Secretary of State
S&DC-ETXNP (REV 04/2014) www.sos.ca.gov/business/be

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

24 Executed this 12th day of June, 2025 in Santa Clarita, California.

25 

26 Matthew R. Walsh
27 Plaintiff in pro per
28

EXHIBIT 9

Defendant was personally serviced on May 14th, 2025 in the matter at their Los Angeles address.

<small>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)</small> Matthew Walsh <matthew@winteryear.com> matthew@winteryear.com		<small>FOR COURT USE ONLY</small>	
<small>TELEPHONE NO. (661-544-0012) FAX NO. (323-462)</small> <small>E-MAIL ADDRESS (Optional)</small> ATTORNEY FOR (Name): MATTHEW R. WALSH			
<small>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</small> <small>STREET ADDRESS: 111 North Hill Street</small> <small>MAILING ADDRESS: 111 North Hill Street</small> <small>CITY AND ZIP CODE: Los Angeles 90012</small> <small>BRANCH NAME: Central District, Stanley Mosk Courthouse</small>			
<small>PLAINTIFF/PETITIONER: MATTHEW R. WALSH</small>		<small>CASE NUMBER</small> 25STCV13828	
<small>DEFENDANT/RESPONDENT: ROKOKO ELECTRONICS</small>		<small>Ref. No. or File No.</small> 25STCV13828	
PROOF OF SERVICE OF SUMMONS			

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of (specify documents):
SUMMONS; COMPLAINT; EXHIBITS
3. a. Party served (specify name of party as shown on documents served):
ROKOKO ELECTRONICS
- b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 3b whom substituted service was made) (specify name and relationship to the party named in item 3a):
David Doe
4. Address where the party was served:
31416 Agoura Rd #118, Westlake Village, CA 91361
5. I served the party (check proper box)
- a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **05/14/2025** at (time): **10:29 AM**
- b. by substituted service. On (date): _____ at (time): _____ I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
- (1) (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter caused to be mailed (by first class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Cedu Civ. Proc. § 415.20). Documents were mailed on (date): _____ from (city): _____ or a declaration of mailing is attached.
 - (5) I attach a declaration of diligence stating actions taken first to attempt personal service.

BY FAX

Page 1 of 3

Form Adopted for Mandatory Use
 Judicial Council of California FOS
 019 (Rev. 06/04) 1.2-011
PROOF OF SERVICE OF SUMMONS
Code of Civil Procedure, § 417.10
 Tracking #: **0169529223**

REF: 25STCV13828 

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 materially altered.
 Executed this 12th day of June, 2025 in Santa Clarita, California.



Matthew R. Walsh
 Plaintiff in pro per

EXHIBIT 10

Defendant joined ODR in the original matter on 5/1/2025

Online Dispute Resolution in Case Number 25CHSC00490 - Party Responded



TurboCourt Customer Service <CustomerService@TurboCourt.com>
To Matthew Walsh

Reply Reply All Forward ...

Thu 5/1/2025 5:02 AM

PLEASE DO NOT REPLY TO THIS EMAIL.

A party in Case Number 25CHSC00490, MATTHEW R WALSH vs ROKOKO ELECTRONICS, has responded and joined the Online Dispute Resolution (ODR) negotiation in this case.

To view negotiation terms and participate in ODR, click [here](#) to return to the Los Angeles Superior Court ODR website and select **Continue Your ODR**

If you need support within TurboCourt, look for the 'Help' button on top of most of the application's pages and submit your question.

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 materially altered.
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Matthew R. Walsh
Plaintiff in pro per

EXHIBIT 11

Defendant requested a mediator and participated in the original matter on 5/1/2025

Mediator Requested in Case #25CHSC00490

 TurboCourt Customer Service <customerservice@turbocourt.com>
To: Matthew Walsh

 Reply  Reply All  Forward 

Thu 5/1/2025 5:09 AM

A party in Case #25CHSC00490 has requested a mediator.

To consent to or decline mediation, log in to the [LA Superior Court ODR website](#) or copy and paste the URL into your browser's navigation bar. Once all parties have accepted, a Mediator will be assigned to your case and provide further instructions.

The mediation agency may contact you if at least one party has agreed to mediation.

Mediation is a voluntary process. Mediators remain neutral while attempting to help the parties resolve their legal dispute. You can always change your mind if you no longer want to participate in the mediation. This service is free of charge.

For support within TurboCourt, find your name at the top right of the screen and click to expand the menu. Select the 'Help' menu item and submit your question.

New Chat Message in ODR Case #25CHSC00490

 TurboCourt Customer Service <customerservice@turbocourt.com>
To: Matthew Walsh

 Reply  Reply All  Forward 

Fri 5/2/2025 7:14 AM

A new chat message has been sent by Mikkel Lucas Overby, authorized agent for ROKOKO ELECTRONICS in ODR for Case #25CHSC00490.

To view and respond to the new chat message, log in to the [LA Superior Court ODR website](#) or copy and paste the URL into your browser's navigation bar.

For support within TurboCourt, find your name at the top right of the screen and click to expand the menu. Select the 'Help' menu item and submit your question.

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 materially altered.

Executed this 12th day of June, 2025 in Santa Clarita, California.



Matthew R. Walsh
Plaintiff in pro per

1 **EXHIBIT 12**

2 After the original matter was moved to civil court, Defendant still attempted to resolve the matter
3 in arbitration

4 New Chat Message in ODR Case #25CHSC00490



5 TurboCourt Customer Service <customerservice@turbocourt.com>
To Matthew Walsh

Reply Reply All Forward ...

Mon 5/5/2025 7:32 AM

6 A new chat message has been sent by Mikkel Lucas Overby, authorized agent for ROKOKO ELECTRONICS in ODR for Case
7 #25CHSC00490.

8 To view and respond to the new chat message, log in to the [LA Superior Court ODR website](#) or copy and paste the URL into
9 your browser's navigation bar.

10 For support within TurboCourt, find your name at the top right of the screen and click to expand the menu. Select the 'Help'
11 menu item and submit your question.

12 I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California
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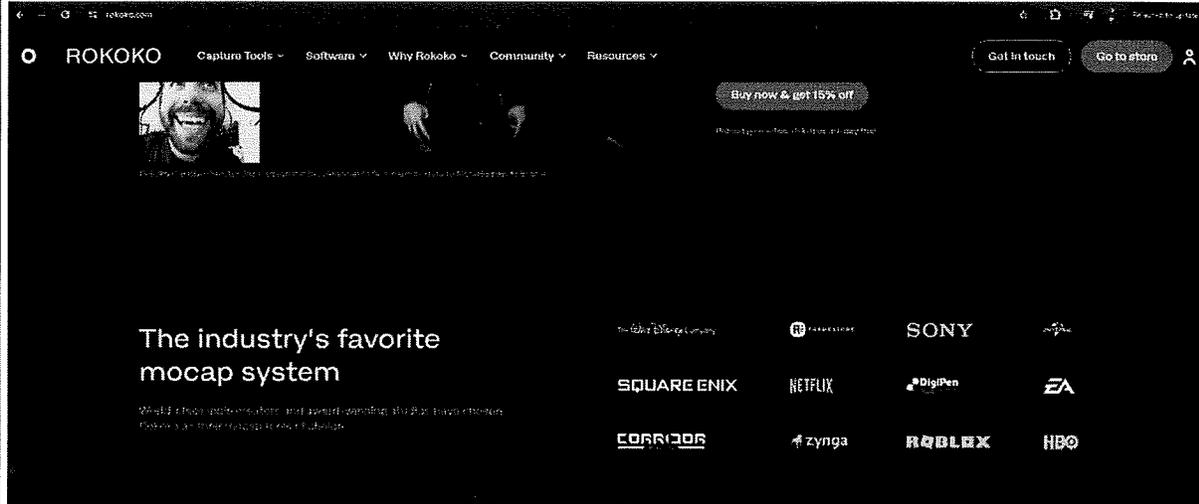
Executed this 12th day of June, 2025 in Santa Clarita, California.

15
16

17 Matthew R. Walsh
18 Plaintiff in pro per

EXHIBIT 13

Defendant does extensive business in California with California corporations and advertises it proudly.

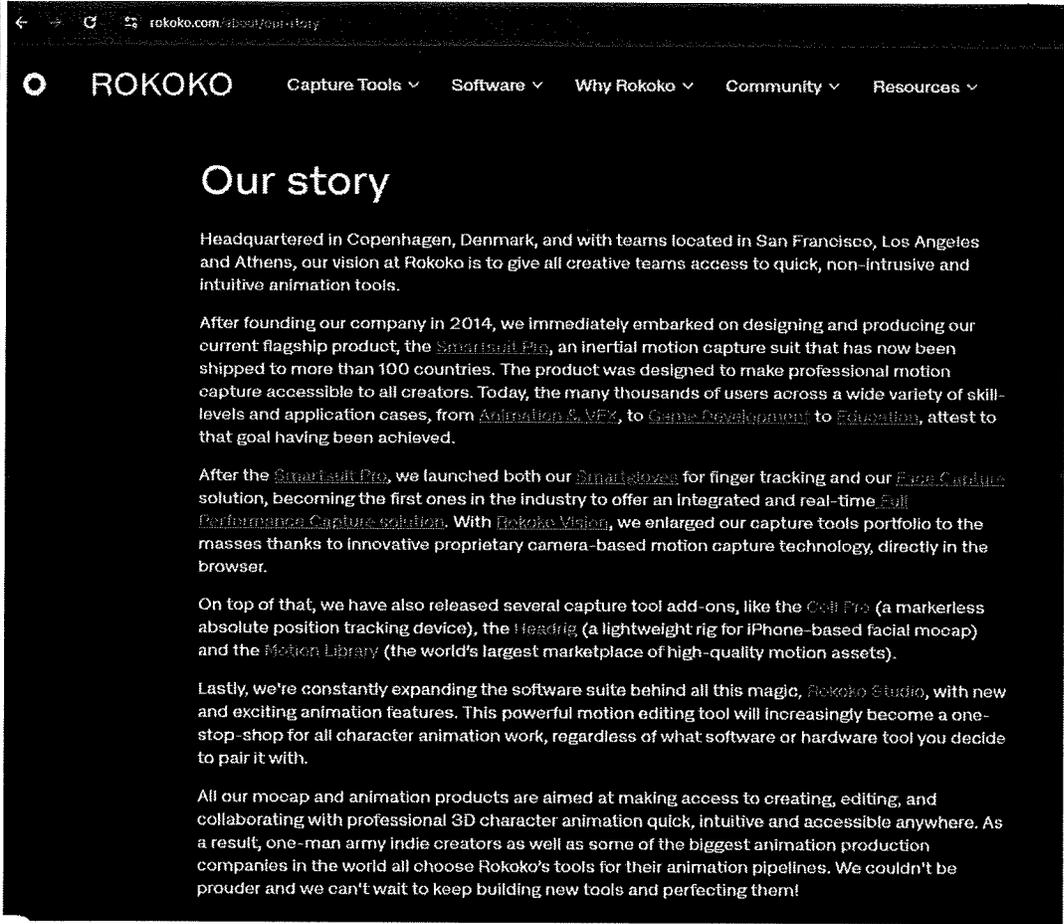


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Matthew R. Walsh
Plaintiff in pro per

1 **EXHIBIT 14**

2 Defendant specifically states he has teams of employees located in San Francisco and Los Angeles.



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

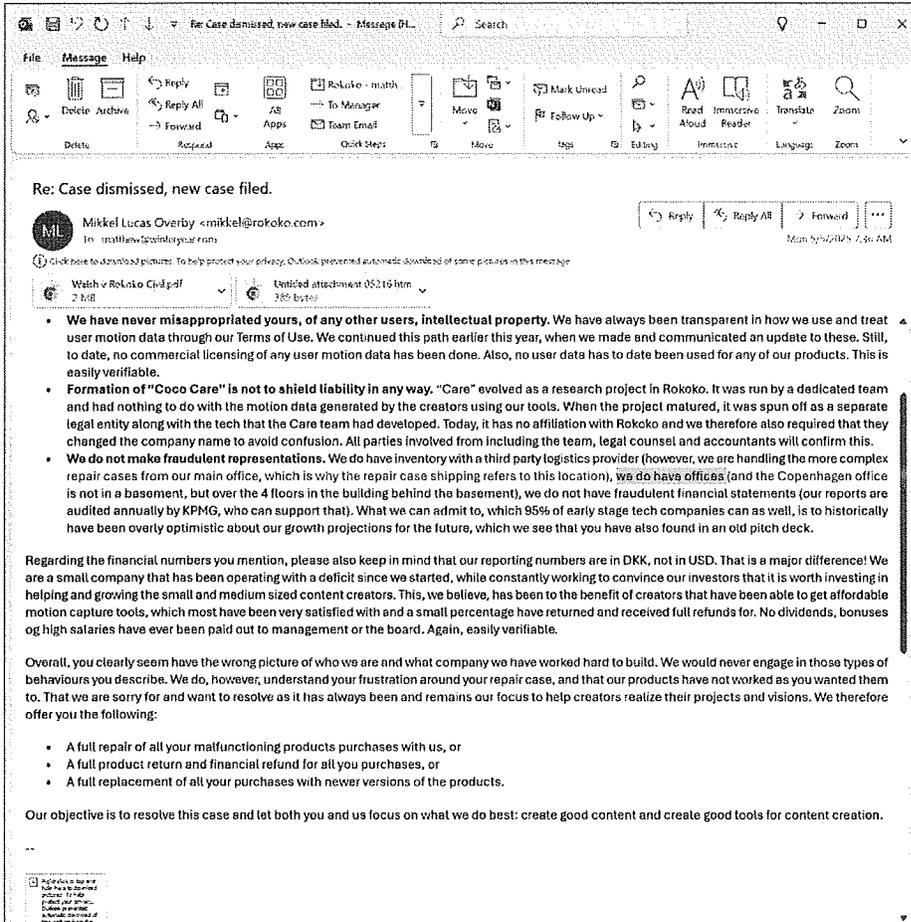
22 Executed this 12th day of June, 2025 in Santa Clarita, California.

23 

24 Matthew R. Walsh
25 Plaintiff in pro per

EXHIBIT 15

Defendant made an express admission that the offices “San Francisco”, “Los Angeles” are real; after Plaintiff stated they were not in the Complaint.



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 materially altered.
Executed this 12th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

EXHIBIT 16

Defendant's general appearance was filed with the Court and served on Defendant who did nothing upon it's notice.

POS-030	
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,	FOR COURT USE ONLY
TELEPHONE NO.: (661) 844-0012 FAX NO.: (661) 844-0017 E-MAIL ADDRESS (optional): matthew@winteryear.com ATTORNEY FOR (Name) Plaintiff In Pro Per	
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:
31418 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)

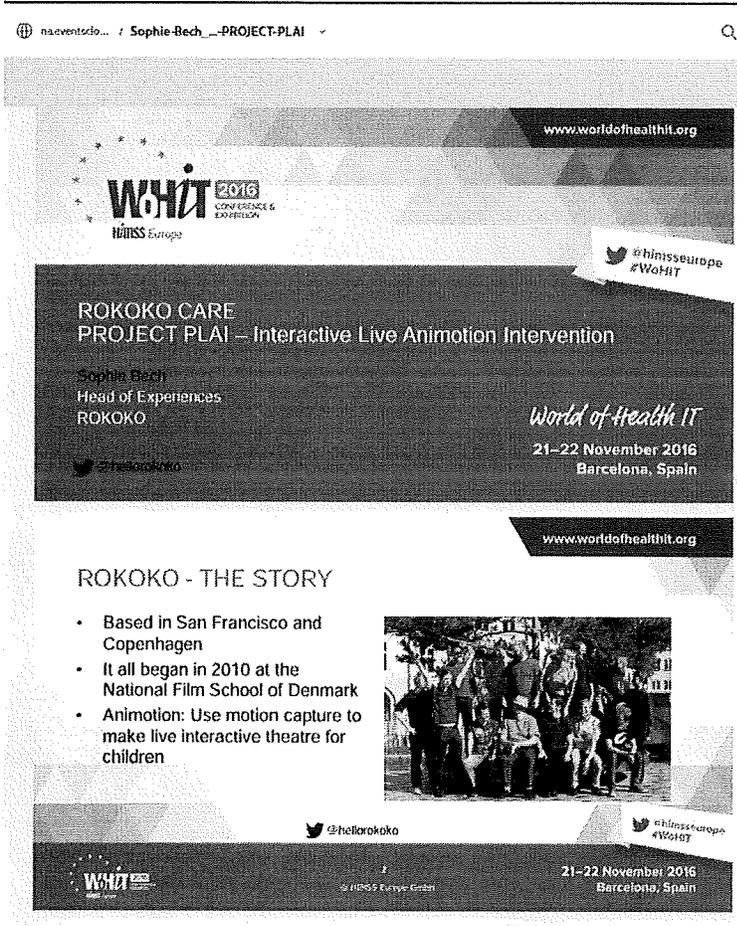
I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been materially altered.
 Executed this 12th day of June, 2025 in Santa Clarita, California.



Matthew R. Walsh
 Plaintiff in pro per

EXHIBIT 17

Defendant has been stating since 2016 to the public that they are first and foremost based in San Francisco and **secondly** Copenhagen.



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 materially altered. Executed this 12th day of June, 2025 in Santa Clarita, California.

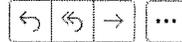
Matthew R. Walsh
Plaintiff in pro per

EXHIBIT 18

Defendant has a U.S. warehouse, post-litigation claims that they do not have infrastructure.

Rokoko's New US Warehouse + Must-See MetaHuman and Unity Workflows...

Rokoko <hi@rokoko.com>
To: Matthew Walsh



Thu 6/5

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

ROKOKO

us Our US Warehouse Is Open and Ready to Serve You!

Big news for our American community! Our US warehouse is officially OPEN and running! Here's what this means for you:

No More Extra Fees: Say goodbye to unexpected taxes, duties, and customs hassles! We've got it covered.

Faster Shipping: Once we clear the current backlog (happening now!), expect your orders ASAP.

New Affordable Rates: Enjoy simplified and cheaper shipping options.

Thanks for being an awesome community! Let us know if you have any questions.

Now, it's time to check out two amazing workflows in MetaHuman and Unity + a beautiful animation that tells a heartbreaking story

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Executed this 12th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

EXHIBIT 19

Defendant was served in the original matter on 4/24/2025

Case name: MATTHEW WALSH VS FORKHO ELETRONIKS Case Number:
25CVSG00490

4 Fill out "a" or "b" below:

a. **Personal Service:** I personally gave copies of the documents checked in (3) to the person in (1).
 On (date): 4/24/2025 At (time): 12:11 PM
 At this address: 31416 AGOURA RD STE 118 City: WESTLAKE VILLAGE State: CA
 Zip: 91361

b. **Substitute Service:** I personally gave the copies of the documents check in (3) (a, b, or d) to (check one):
 A competent adult (at least 18 at the home of, and living with the person in (1), or
 An adult who seems to be in charge where the person in (1) usually works, or
 An adult who seems to be in charge where the person in (1) usually receives mail, or has a private post office box (not a U.S. Post Office box), if there is no known physical address for the person in (1).
 I told that adult, "Please give these court papers to (name of person in (1))."
 I did this on (date): _____ At (time): _____
 At this address: _____ City: _____ State: _____ Zip: _____
 Name or description of the person I gave the papers to: _____
 After serving the court papers, I put copies of the documents listed in (3) in an envelope, sealed the envelope, and put first-class prepaid postage on it. I addressed the envelope to the person in (1) at the address where I left the copies.
 I mailed the envelope on (date): _____ from (city, state): _____
 by leaving it (check one):
 a. At a U.S. Postal Service mail drop, or
 b. At an office or business mail drop where I know the mail is picked up every day and deposited with the U.S. Postal Service, or
 c. With someone else I asked to mail the documents to the person in (1), and I have attached that person's completed Form SC-104A.

5 Server's Information
 Name: Tamar Ravid Phone: 415-546-6000
 Address: 507 Polk Street Suite 320, San Francisco, CA 94102 Fee for service: \$ 120.00
 If you are a registered process server:
 County of Registration: Los Angeles Registration number: 5967

6 I declare under penalty of perjury under California state law that I am at least 18 years old and not named in this case and that the information above is true and correct.
 Date: 04/28/2025
Tamar Ravid Tamar Ravid
 Type or print server's name Server signs here after serving

Revised 2/28/15, 2009 Proof of Service (Small Claims) SC-104, Page 2 of 2 Invoice #: 11765561-02

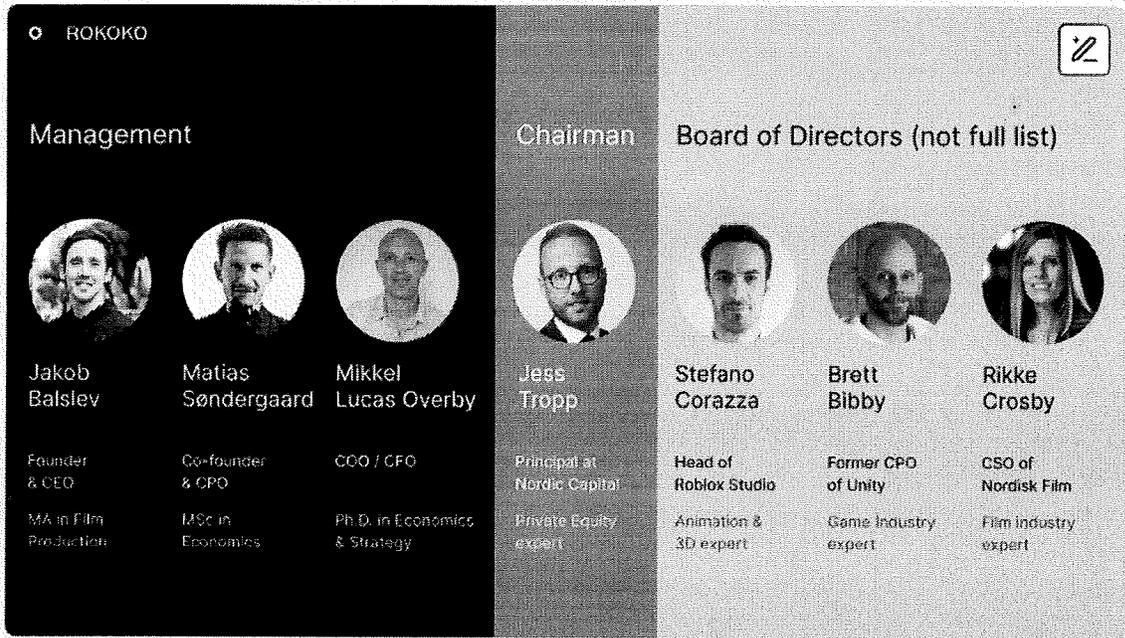
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Executed this 12th day of June, 2025 in Santa Clarita, California.



Matthew R. Walsh
Plaintiff in pro per

EXHIBIT 20

Defendant's pitch deck from 2022 which shows U.S. board members



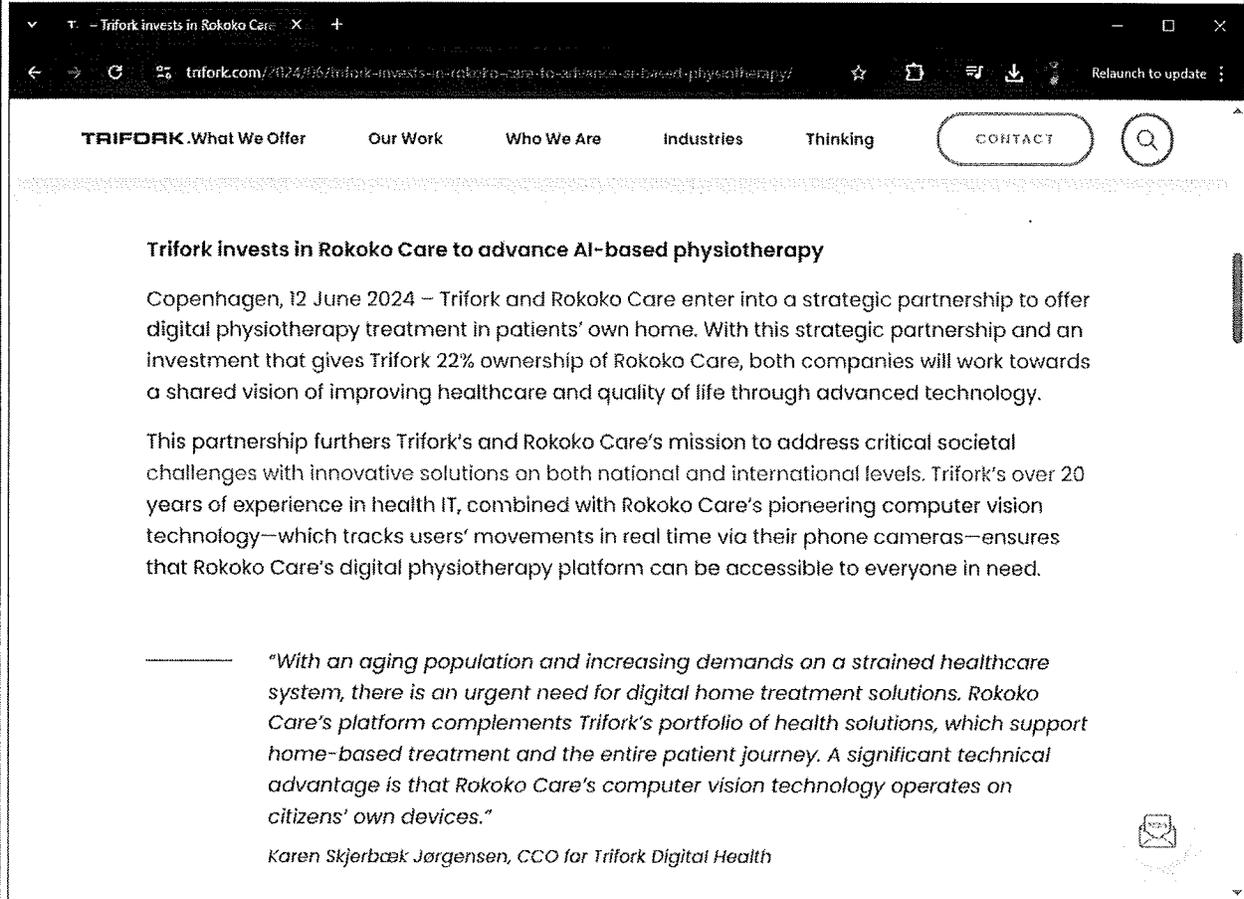
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Executed this 12th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

EXHIBIT 21

22% of Defendant’s “Parallel Company” as defined in the Complaint and subsequent motion(s) and evidence is owned by U.S. based Trifork (Chicago, IL)



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 materially altered.
Executed this 12th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

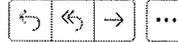
EXHIBIT 22

Defendant has a U.S. bank account located in Santa Clara, California.

Your Rokoko Quote #D2465

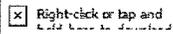


Daniel Nikolaison <daniel.nikolaison@rokoko.com>
To matthew@winteryear.com



4/15/2025

ⓘ If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



QUOTE #D2465

Accept your quote

Thank you for requesting a quote from us. To accept the quote you can pay online through the link below, by bank transfer to our account or send us a Purchase Order.

Account name: Rokoko Electronics
Silicon Valley Bank, 3003 Tasman Drive, Santa Clara, CA 95954
ABA: 121140399
Account: 3301333454
SWIFT: SVBKUS6S

When paying by bank transfer, please state the order/quote number.

Please write us, if you have any questions regarding the ordering process.

Accept your quote

or Visit our store

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Executed this 12th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

EXHIBIT 23

Timeline of events, mostly enumerated directly from e-mail correspondence along with some evidence.

Date	Description
2019	D raises \$7M in VC funding
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
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.
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
3/26/23	D releases a mandatory firmware update. P has no choice, installs it, the equipment fails.
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.
4/7/2023	D (in Greece) sends bank account information for Santa Clara-based Silicon Valley Bank.
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.
8/28 - 1/1	P uses D's technical tools to restore to the old firmware, eventually fixing the suits.
2023	D raises \$25M in VC funding
1/9/24	D releases a firmware which the internal dev notes say "Important: this breaks compatibility with older hub + glove FW's"
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.
4/24	Redditors complain D said the equipment is EOL and will not repair under warranty. No notification provided to anyone.
6/12/24	Trifork Investments acquires 22% of the parallel company, D is now worth \$80M
6/13/24	P contacts D and requests a follow up as the last communication was 8/28/23.
6/14/24	D states P's equipment is now no longer under warranty despite their failures to repair for nearly 2 years.

1	thru	P uses D’s tools they provided him to restore old firmware onto the suits. They power on and work.
2	7/22/24	D issues a mandatory firmware update for P’s suits. The firmware bricks P’s suits again.
3	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.
4	7/25/24	D requests log files again. P complies. D never responds.
5	9/27/24	D contacts P and states the equipment is reaching the end of it’s lifecycle and will no longer be supported on October 1 st , 2024.
6	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.
7	9/27/24	P requests parts as D refuses to repair. D refuses parts.
8	11/13/24	P uses an old e-mail with service/support and responds with information hoping D will repair the suits.
9	11/18/24	D’s system indicates they have closed P’s support ticket for repair. P responds and again requests repair.
10	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.
11	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.
12	11/21/24	D states they no longer even make sensors or hubs.
13	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.
14	11/21/24	P states to D he cannot afford to replace the equipment. Asserts Song-Beverly statutes and kindly requests repair.
15	11/24/24	D sends an automated e-mail survey stating “we have identified you as one of our loyal customers still using our original software”
16	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.
17	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.
18	12/14/24	D closes the support ticket for repair without offering any solution. P responds that he was waiting on a reply.
19	12/17/24	D states they had no requests from P and tells P to confirm his shipping address for a new suit quote.
20	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.
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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.
12/27/24	D sends a quote for new equipment.
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
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"
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.
2/24/25	D requests log files again from P.
3/10/25	P tells D he has been in the hospital in and out and could not provide logs at this time.
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).
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.
3/26/25	P states "you have the log files already", D states "they are too old to use".
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.
3/29/25	P sends D log files, the log files clearly contain "sensor errors" and "hub errors" and "firmware errors. D never responds.
4/5/25	P drafts a small claims suit.
4/7/25	P sends the suit to a service processor without filing it as a warning.
4/10/25	D is served the Complaint.
4/11/25	P contacts D and demands resolution by April 18 th .
4/15/25	D claims the suit just needs wires replaced. sends an invoice.
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.
4/16/25	D again states the logs show it's a cabling issue. This is a blatant lie.
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.

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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.
4/18/25	D misses the deadline for resolution. P appeals with emotional conviction and begging for help. D does not respond.
4/18/25	P files the suit against D and serves it upon them.
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.
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.
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.
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.
4/28/25	P demands resolution: that D must ship the hardware replacement within 48 hours or P will escalate to full civil.
4/28/25	D states they are looking for a lawyer and will not comply with Song-Beverly to avoid litigation.
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
4/29/25	D breaks no-contact order, declares a lawyer will review the case in coming days.
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 is exhaustive to limit possible damages going forward.
5/1/25	D requests arbitration, P accepts
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.
5/1/25	D spoliates evidence, editing the terms and conditions page and removes WayBackMachine archival history. P raises settlement amount.
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
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.
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

1		representations and that the offices are real, P is mistaken. D now offers Song-Beverly.
2	5/5/25	P dismisses the lawsuit #25CHSC00490. D goes back into ODR and attempts to get the arbiter to step in post-dismissal.
3		
4	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.
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6	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
7	5/6/2025	P places D on litigation hold.
8	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.
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11	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.
12	5/9/25	ESCALATION: P adds spoliation to the Complaint and files it.
13	5/12/2025	No hardware received by P, deadline passed.
14	5/14/2025	D is served in the civil case.
15	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.
16	5/14/2025	D spoliates evidence (again). The terms are edited again and restored to their previous version. WayBackMachine archive still deleted.
17	5/14/2025	Noticing the spoliation D places board members, investors on litigation hold
18	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.
19	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.
20		
21	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).
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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 materially altered.
 Executed this 12th day of June, 2025 in Santa Clarita, California.

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Matthew R. Walsh
Plaintiff in pro per

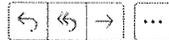
EXHIBIT 24

Defendant’s counsel notifying Plaintiff they intend to remove to federal Court, Plaintiff notifying them it is untimely and procedurally defective. Defendant’s counsel filed anyways.

RE: Rokoko Electronics - Motion for the Enlargement of Time Notice



matthew@winteryear.com
To: 'Graue, Emily H.'
Cc: 'Galibois, Michael B.'; 'Ellena, Katherine J.'



12:02 PM

Emily,
Although we spoke on the phone I am responding for the record.

I will be filing a motion to remand on the grounds that a response to the Complaint and removal are untimely and procedurally defective as a general appearance was made by Defendant on or about 5/5/2025 and as stated in 28 U.S.C. § 1446(b):

“The notice of removal of a civil action or proceeding shall be filed within **30 days after the receipt by the defendant, through service or otherwise**”

Further, jurisdiction is well established under 28 U.S.C. § 1446(c).

I seek to continue the case in state Court where it has already been in motion.

Thank you
Matthew R. Walsh

From: Graue, Emily H. <EGraue@reedsmith.com>
Sent: Thursday, June 12, 2025 10:51 AM
To: matthew@winteryear.com
Cc: Galibois, Michael B. <MGalibois@reedsmith.com>; Ellena, Katherine J. <KEllena@reedsmith.com>
Subject: Rokoko Electronics - Motion for the Enlargement of Time Notice

Hi Matthew,

My name is Emily Graue, and I am an attorney at Reed Smith. We represent Rokoko Electronics. We will be filing a Notice of Removal of the case to federal court today as well as a Motion for the Enlargement of Time to Respond to the Complaint. We are asking for an additional 21 days to respond to the Complaint, which would make our response due July 10, 2025. We have attempted to call you twice and have not heard back, so we wanted to reach out to see if you would agree to the extension of time? These motions are regularly granted. Please let us know if you have any questions or would like to discuss further.

Best,

Emily Graue
Associate
Global Commercial Disputes

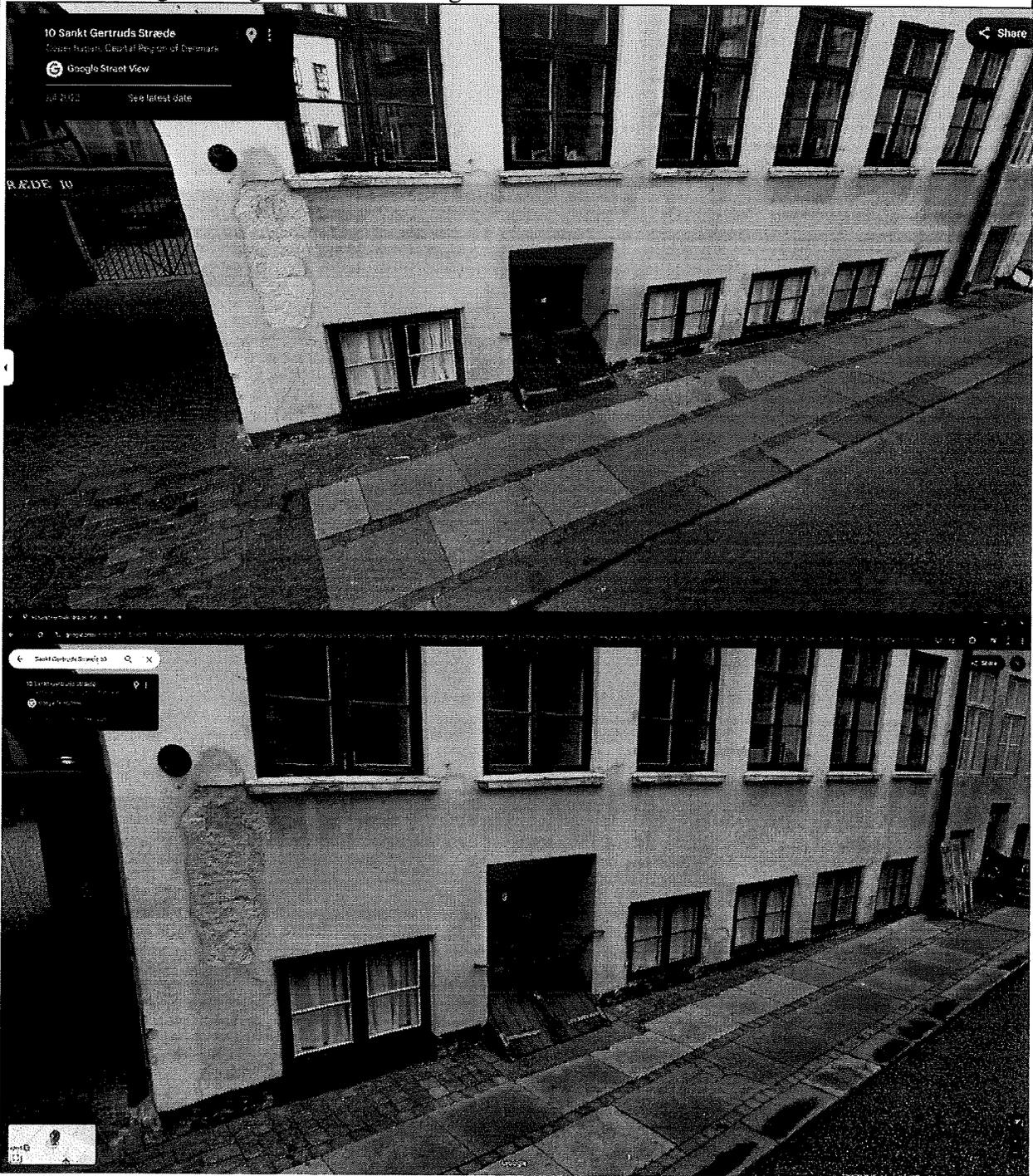


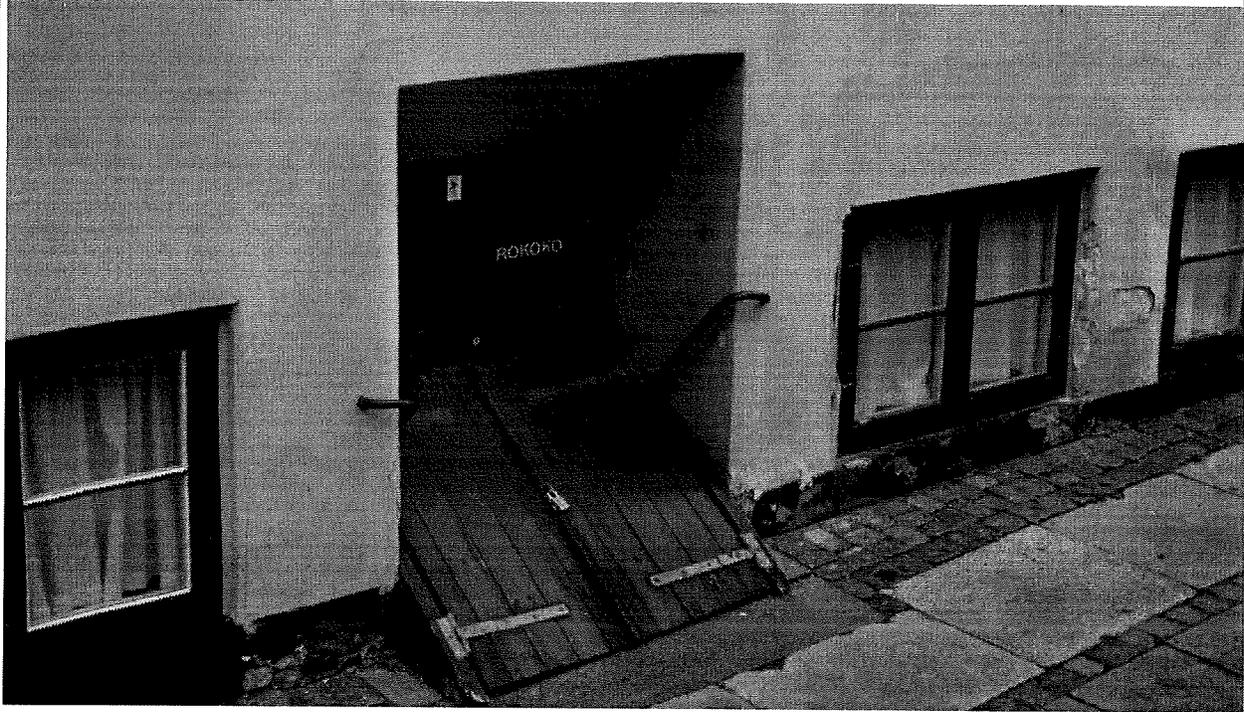
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Executed this 12th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh
Plaintiff in pro per

1 **EXHIBIT 25**

2 Defendants "HQ office" a 900sqft basement office that has been not opened and locked since
3 2016 according to Google street view images.





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Matthew R. Walsh
Plaintiff in pro per