

1 MATTHEW R. WALSH  
2 19197 golden valley rd #333  
3 Santa Clarita, CA 91387  
4 (661) 644-0012  
5 Plaintiff In Pro Per,

6 **UNITED STATES DISTRICT COURT**  
7 **CENTRAL DISTRICT OF CALIFORNIA**  
8

MATTHEW R. WALSH

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

Plaintiff In Pro Per,

*[Assigned to Hon. Otis D. Wright, II,  
Courtroom 5D]*

vs.

ROKOKO ELECTRONICS  
(AND DOES 1 THROUGH 50,  
INCLUSIVE)

**PLAINTIFF MATTHEW R.  
WALSH's STATEMENT OF  
UNDISPUTED FACTS  
SUPPORT OF HIS MOTION FOR  
SUMMARY JUDGMENT, OR IN  
THE ALTERNATIVE, FOR  
PARTIAL SUMMARY JUDGMENT**

Defendant

*Hearing Date: May 18, 2026  
Time: 10:00 AM*

**State Court Action Filed: May 12, 2025**  
**Removal Date: June 12, 2025**  
**Discovery Cutoff: August 10, 2026**  
**Trial Date: March 9, 2027**

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Plaintiff’s Undisputed Material Facts (“UMF”)	Supporting Evidence ISO UMF
<p><b><u>UMF 1</u></b>                      Plaintiff entered into written agreements with known actors, comedians and musicians: Ron Wasserman, Aries Spears, Alexis Van Ess Mincolla, Kathleen Fisher, Dino Cazares; and video game platforms: Nintendo, Sony, Valve, and Google Stadia.</p>	<ul style="list-style-type: none"> <li>• Contract with Ron Wasserman, a music composer known for work on Power Rangers, X-Men, and other productions (Ex. 1);</li> <li>• Contract with Aries Spears, a comedian and actor associated with MadTV and Def Comedy Jam (Ex. 1);</li> <li>• Contract with Alexis Van Ess Mincolla, a recording artist associated with the band 3TEETH and Sony-affiliated projects (Ex. 1);</li> <li>• Contract with Kathleen Fisher, a recording artist associated with the band Fisher (Ex. 1);</li> <li>• Contract with Dino Cazares, a guitarist associated with Fear Factory and other bands (Ex. 1);</li> <li>• Contract with Nintendo Co., Ltd., a video game platform distributor (Ex. 1);</li> <li>• Contract with Sony Interactive Entertainment, a video game platform distributor (Ex. 1);</li> <li>• Contract with Valve Corporation, a video game platform distributor (Ex. 1);</li> <li>• Contract with Google Stadia, a video game platform distributor (Ex. 1).</li> </ul>
<p><b><u>UMF 2</u></b>                      The Defendant offered “the largest</p>	<p>Facebook message, fan of Plaintiff’s game reached out to Rokoko, who</p>

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discount ever” at 40% to Plaintiff after learning of his contracts.	<p>expressed interest prior to Plaintiff (Ex. 2)</p> <p>Facebook message between Plaintiff and Rokoko (Ex. 2)</p>
<p><b><u>UMF 3</u></b>                      Defendant’s website states that it has “teams” in Athens, Los Angeles and San Francisco while a declaration of Mikkel Overby states there is only one employee in California.</p>	<p>Rokoko website ‘About Us’ claiming ‘Teams’ at these locations (Ex. 3 at pp.2);</p> <p>Documents showing each address (Ex. 3 at pp.2);</p> <p>Mikkel Overby declaration (Ex. 3 at pp.2);</p>
<p><b><u>UMF 4</u></b>                      Public records and Defendant’s own website identify these addresses as registered agent locations, mailbox services, or shared coworking spaces, rather than dedicated offices staffed by Defendant personnel.</p>	<p><b><u>San Francisco locations include:</u></b></p> <ul style="list-style-type: none"> <li>• 4140 Cesar Chavez St. #50, San Francisco, CA (listed in SOS records (2024–2025); residential apartment address associated with Defendant’s CEO) (Ex. 4 at pp.1)</li> <li>• 44 Tehama St., San Francisco, CA (Galvanize coworking space; listed in SOS records and on Defendant’s website (2016–present)) (Ex. 4 at pp.2)</li> <li>• 498 Alabama St., San Francisco, CA (The Archery coworking space; listed in SOS records and on Defendant’s website (2016–present)) (Ex. 4 at pp.3)</li> <li>• 166 Geary St., 15th Floor, San Francisco, CA (mailbox service; listed on Defendant’s website) (Ex. 4 at pp.4)</li> </ul>

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	<p><b><u>Athens location:</u></b></p> <ul style="list-style-type: none"> <li>Charilaou Trikoupi 18, Athens, Greece (Stone Soup coworking space; listed on Defendant's website) (Ex. 4 at pp.5)</li> </ul> <p><b><u>Los Angeles location:</u></b></p> <ul style="list-style-type: none"> <li>31416 Agoura Rd. #118, Westlake Village, CA (registered agent address – CorpNet; listed in SOS records and on Defendant's website) (Ex. 4 at pp.6)</li> </ul>
<p><b><u>UMF 5</u></b> Defendant's Chief Operating Officer, Mikkel Overby shipped the equipment himself to Plaintiff.</p>	<p>Image of shipping box bearing Overby's name (Ex. 5 at pp.1)</p>
<p><b><u>UMF 6</u></b> Defendant contacted Plaintiff by e-mail to introduce himself as the new sponsorship program affiliate.</p>	<p>Rokoko e-mail to Walsh (Ex. 6 at pp.1)</p>
<p><b><u>UMF 7</u></b> Rokoko's 2020 Terms &amp; Conditions</p>	<p>Rokoko 2020 Agreement taken from Legacy Installer (2020-2021) (Ex. 9 at pp.1)</p>
<p><b><u>UMF 8</u></b> The Defendant sought investments for both Rokoko Electronics and their other product Rokoko Care (later renamed ("CoCo")) in the same 2022 pitch deck.</p>	<p>Rokoko Pitch Deck – Rokoko Care (Ex. 11 at pp.1)</p>
<p><b><u>UMF 9</u></b> The Pitch Deck further explains the Defendants received the animation data from their ("Creator Economy") in 2022.</p>	<p>Rokoko Pitch Deck (Ex. 12 at pp.1)</p>

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<p><b><u>UMF 10</u></b>                      The pitch deck states CoCo had already been sold to a municipality as of 2022, with others pending and that the "health" and "sports" uses of the animation data were "internal projects already ongoing" in 2022 and included a projection of future estimation of the quantity of animation data expected to be collected.</p>	<p>Rokoko Pitch Deck (Ex. 13 at pp.1)</p>
<p><b><u>UMF 11</u></b>                      The Pitch Deck contains a redacted graph demonstrating the Defendant's technical planning and what was New and Existing processes already as of place in 2022.</p>	<p>Rokoko Pitch Deck (Ex. 14 at pp.1)</p>
<p><b><u>UMF 12</u></b>                      The Pitch Deck claims development projects already ongoing in health, sports, enterprise, robotics; and that the amount of animation data increases exponentially based on users' hardware usage.</p>	<p>Rokoko Pitch Deck (Ex. 15 at pp.1)</p>
<p><b><u>UMF 13</u></b>                      Defendant admits 60-70% of users which animation data is collected from are those like Plaintiff – "one-man-army creators"</p>	<p>Rokoko Pitch Deck (Ex. 16 at pp.1)</p>
<p><b><u>UMF 14</u></b>                      The Defendant authenticated the pitch deck as authentic (<i>"which we see that you have also found in an old pitch deck."</i>)</p>	<p>Rokoko Pitch Deck (Ex. 17 at pp.1)</p>
<p><b><u>UMF 15</u></b>                      DocuSign envelopes between Rokoko and third parties</p>	<p>DocuSign: Snap, Inc (SnapChat, Bitmoji, SnapML (ai platform) (Ex. 22 at pp.1)                       DocuSign: Yellow3d (Daz3d, ai</p>

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	platform) (Ex. 22 at pp.2)
<p><b><u>UMF 16</u></b>                      Plaintiff never signed up for Teams; never made any payments for it; never agreed to utilize it in any way; never added collaborators</p>	<p>Software - Add 'Teams' user \$50/user/mo (Ex. 23 at pp.1)                      Software – Billing information, subscription cost \$600/yr (Ex. 23 at pp.1);</p> <p>RFA #21 – “Outside Rokoko’s knowledge and, in fact, is information known by Plaintiff.” (Ex. 23 at pp.1);</p> <p>MITM capture for  <b>“myTeamsWithLicenses”</b>                      { <b>“billing_admins:null”</b>,                      “members:null”, “viewers:null”,                      “plan:STARTER”, “offline_days:1”,  <b>“skip_asset_sync:false”</b> } (Ex. 23 at pp.1);</p> <p>Expert Report at pp.27(iii);</p>
<p><b><u>UMF 17</u></b>                      Defendant’s source code and system data reflect that Plaintiff’s account had no “Teams” subscription, while system fields controlling data collection remained enabled.</p>	<p>MITM capture –</p> <p>Rokoko source code showing only custom plans can disable harvesting [“DisableSyncing” = (current user’s)“planEntitlements”] (Ex. 24 at pp.1)</p> <p>Rokoko Studio “limit user tracking: false”, “opted out:false”, “shouldCollectAutomation:true” (Ex. 24 at pp.1)</p>

Plaintiff's Undisputed Material Facts ("UMF")	Supporting Evidence ISO UMF
	MITM capture for "myTeamsWithLicenses" { "billing_admins:null", "members:null", "viewers:null", "plan:STARTER", "offline_days:1", "skip_asset_sync:false" } (Ex. 24 at pp.1);  Expert Report at pp.27(iii);
<p><b><u>UMF 18</u></b>                      Defendant produced hundreds of Plaintiff's animation files in response to Requests for Production.</p>	Rokoko provided 247 animations back to him in which they collected in RFP's. (Ex. 26 at pp.3)
<p><b><u>UMF 19</u></b>                      The Defendant enacted a new agreement in 2022.</p>	Rokoko 2022 Terms & Conditions (Ex. 42)
<p><b><u>UMF 20</u></b>                      Rokoko's 2020 Terms &amp; Conditions do not include any provision using the terms "anonymise" or "sublicense."</p>	Rokoko's 2020 Terms & Conditions (Ex. 9)
<p><b><u>UMF 21</u></b>                      Rokoko's 2022 Terms &amp; Conditions do not include any provision using the terms "anonymise" or "sublicense."</p>	Rokoko's 2022 Terms & Conditions (Ex. 42)
<p><b><u>UMF 22</u></b>                      Rokoko's 2022 Terms &amp; Conditions state: "we do not claim ownership over any User Content."</p>	Rokoko's 2022 Terms & Conditions (Ex. 42)
<p><b><u>UMF 23</u></b>                      Defendant requested that Plaintiff</p>	Rokoko website - Log files needed (Ex. 45 at pp.1)

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provide log files from his computer to diagnose issues following the firmware update.	Rokoko e-mail 2023 requesting logs (Ex. 45, pp.1);
<b>UMF 24</b> Plaintiff purchased "wires" from Defendants who shipped them on April 12, 2023	Rokoko shipping notification – "Wires" (Ex. 48)
<b>UMF 25</b> Plaintiff reported to Defendant that the replacement "wires" did not resolve the equipment malfunction.	2023 Plaintiff e-mail: wires did not solve the problem, same issue (Ex. 49)  Rokoko e-mail again offering wires as a solution (2025) (Ex. 46)  Expert report at pp.23(¶24(c))
<b>UMF 26</b> In 2024, the Defendants released a firmware (version 7.2.3.0-94). They themselves added a note " <i>Important: This breaks compatibility with older hub + glove [Firmwares]</i> "	MITM Capture: Rokoko Studio firmware manifest (Ex. 51 at pp.1)  Expert report at pp.23(¶ 22(b))
<b>UMF 27</b> Diagnostic data from Defendant's system reflects error states including "successfully_initialized:false" and "has_error:true" for Plaintiff's equipment following the firmware update.	MITM capture: { "successfully_initialized:false", "device_sensor_firmware:2.0.0-r", "has_error:true", "error_type : sensors_in_mixed_boot_states" } (Ex 54 at pp.1)  Rokoko support e-mail contradicts log files and diagnostics showing sensor errors, hub errors (Ex. 54 at pp.1)  Plaintiff to support e-mail " <i>sensors are all blinking green</i> " ... " <i>never had</i>

Plaintiff's Undisputed Material Facts ("UMF")	Supporting Evidence ISO UMF
	<p><i>any issues... until I upgraded the firmware... since then, unusable"</i> (Ex. 54 at pp.1)</p> <p>Rokoko website 'blinking green sensors indicate boot loader issue'; 'blinking blue is wiring issue'. (Ex. 54 at pp.1)</p> <p>Expert report at pp.23(¶24(c))</p>
<p><b><u>UMF 28</u></b> The Defendant did not effectuate parts, repair or replacement to Plaintiff.</p>	<p>E-mail excerpts (Ex. 57)</p>
<p><b><u>UMF 29</u></b> Nintendo notified Plaintiff that the expected release window and lotcheck submission date for the Game had passed.</p>	<p>Nintendo e-mail (Ex. 59 at pp.1)</p>
<p><b><u>UMF 30</u></b> Sony suspended Plaintiff's developer account and access.</p>	<p>Sony e-mail (Ex. 60 at pp.1)</p>
<p><b><u>UMF 31</u></b> Defendant notified Plaintiff that, effective March 22, 2025, its Terms of Use would be updated to allow use and sublicensing of motion data in anonymized form.</p>	<p>Rokoko e-mail: <i>"30 days from now, on March 22, 2025, we will make a change in our Terms of Use...focuses on the motion data that is created with Rokoko products. The change will allow us to leverage this data...sublicensing completely anonymized data to third parties...You can review the full updated terms here. By continuing to use Rokoko products after March 22, 2025, you'll be agreeing to the updated terms."</i> (Ex. 65 at pp.1)</p>
<p><b><u>UMF 32</u></b></p>	<p>Rokoko's 2025 Terms &amp; Conditions (Ex. 67 at pp.1)</p>

Plaintiff's Undisputed Material Facts ("UMF")	Supporting Evidence ISO UMF
<p>In 2025, Rokoko enacted a new set of terms and conditions.</p>	
<p><b><u>UMF 33</u></b>                      Rokoko's 2025 terms &amp; conditions state:  <i>"You agree that we may collect and use (i) User Content... (c) to improve any other services or products provided by the Company and (d) to sub-license this to third parties in an anonymized form never to be redistributed in its original form strictly for the purpose of developing and improving their services or products"</i></p>	<p>Rokoko's 2025 Terms &amp; Conditions (Ex. 67 at pp.1)</p>
<p><b><u>UMF 34</u></b>                      Rokoko's 2025 terms &amp; conditions state:  <i>"You hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right to access, use, copy, and modify any intellectual property rights that arise in connection with the User Content,"</i></p>	<p>Rokoko's 2025 Terms &amp; Conditions (Ex. 67 at pp.1)</p>
<p><b><u>UMF 35</u></b>                      Rokoko's 2025 terms &amp; conditions state:  <i>"all User Content is to be fully anonymized and never distributed in its original form from any subcontractor or third-party licensor."</i></p>	<p>Rokoko's 2025 Terms &amp; Conditions (Ex. 67 at pp.1)</p>
<p><b><u>UMF 36</u></b>                      Defendant's states that animation data is "anonymised."</p>	<p>Rokoko website (Ex. 72 at pp.1)                       Rokoko website (Ex. 72 at pp.1)                       Rokoko website / 2025 Terms (Ex. 72 at pp.2)</p>

Plaintiff's Undisputed Material Facts ("UMF")	Supporting Evidence ISO UMF
	<p>Rokoko website / 2025 Terms (Ex. 72 at pp.2)</p> <p>Rokoko website (Ex. 72 at pp.3)</p> <p>Rokoko website (Ex. 72 at pp.3)</p>
<p><b><u>UMF 37</u></b>                      Defendant states <i>"How is the data anonymised? ... all elements that can track back to a specific individual is removed."</i></p>	<p>Rokoko website (<i>"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"</i>) (Ex. 73 at pp.1)</p>
<p><b><u>UMF 38</u></b>                      Plaintiff's animation files contain embedded metadata including name, serial numbers, and other unique identifiers</p>	<p>Forensic analyses of animation files containing CMI (Ex. 75 at pp.1)</p> <p>Rokoko animation files opened in a hex editor show name, serial numbers, unique identifiers, e-mail address and body measurements. (Ex. 75)</p> <p>Rokoko-provided Plaintiff's animations in RFP's, file structure shows these fields are present (Ex. 75 at pp.3)</p> <p>Expert Report at pp.9 (¶8)                      Expert Report at pp.22 (¶21)</p>
<p><b><u>UMF 39</u></b>                      Defendant's website states: (<i>"Up to 1,000 hours of data can be provided for</i></p>	<p>Rokoko website (Ex. 79 at pp.1)</p>

Plaintiff's Undisputed Material Facts ("UMF")	Supporting Evidence ISO UMF
<i>test training before any commercial agreement is finalised.”)</i>	
<p><b><u>UMF 40</u></b>                      Defendant's website states: (<i>“The data is captured by a global user base of 50,000+ individuals, ensuring wide demographic and biomechanical diversity”</i>)</p>	Rokoko website (Ex. 80 at pp.1)
<p><b><u>UMF 41</u></b>                      Defendant's website states: (<i>“Rokoko's proprietary dataset of 1M+ motion assets, built from tens of thousands of real-world contributors”</i>)</p>	Rokoko website (Ex. 81 at pp.1)
<p><b><u>UMF 42</u></b>                      Defendant's website states: (<i>“Global diversity: Captured from over 50,000 individuals worldwide.”</i>)</p>	Rokoko website (Ex. 82 at pp.1)
<p><b><u>UMF 43</u></b>                      Defendant's website states: (<i>“Rokoko's dataset is drawn from voluntary users of its hardware and software tools”</i>)</p>	Rokoko website (Ex. 83 at pp.1)
<p><b><u>UMF 44</u></b>                      Defendant's website states: (<i>“Rokoko's motion dataset is one of the world's largest collections of anonymized human motion data, designed specifically for training AI and robotics systems. It includes over 1.2 million unique motion clips captured from tens of thousands of people worldwide, covering everything from everyday tasks and social interactions to fine motor movements and expressive gestures.”</i>)</p>	Rokoko website (Ex. 84 at pp.1)
<p><b><u>UMF 45</u></b>                      Defendant states that the 2025 Terms <i>“never applied to Plaintiff”</i></p>	Ex. 87 at pp.1

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<p><b><u>UMF 46</u></b> Data returned from Defendant's listMyTeamsWithLicenses endpoint includes a record labeled "Matthew Team" with a created_at timestamp of the year 2020.</p>	<p>MITM capture (ex. 88 at pp.1)</p> <p>listMyTeamsWithLicenses: [ { "name": "Matthew Team", "created_at": "2020-09-21..."</p>
<p><b><u>UMF 47</u></b> Copyright "<i>Effective Date of Registration</i>" July 6, 2025</p>	<p>Certificate of Copyright Registration #Pau 4-279-489 (Ex. 89)</p>
<p><b><u>UMF 48</u></b> Copyright registration predates the operative Complaint.</p>	<p>Copyright registration effective date July 6, 2025 (Ex. 89);</p> <p>ECF screenshot Operative Complaint Date 12/24/2025 (Ex. 90)</p>
<p><b><u>UMF 49</u></b> U.S. Copyright Registration No. Pau 4-279-489 identifies the work as an "Audiovisual Work.</p>	<p>Certificate of Copyright Registration (Ex. 91)</p>
<p><b><u>UMF 50</u></b> Files reflecting the animation works at issue have timestamps predating December 24, 2025.</p>	<p>File dates and times (Ex. 92)</p>
<p><b><u>UMF 51</u></b> The animation works at issue were publicly performed and recorded prior to December 24, 2025</p>	<p>Timestamped Instagram posts of on-set performances (Ex. 93)</p> <p>File dates and times (Ex. 93)</p>
<p><b><u>UMF 52</u></b> Plaintiff's game and merchandise had preorders.</p>	<p>Query from Plaintiff's ordering system showing 1,783 records returned. (Ex. 94)</p>

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

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15 Executed this April 8, 2026, in Santa Clarita, California.

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

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Matthew R. Walsh  
Plaintiff In Pro Per