

1 MATTHEW R. WALSH
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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; Hon. Rozella A. Oliver,
Courtroom 590]*

vs.

ROKOKO ELECTRONICS
(AND DOES 1 THROUGH 50,
INCLUSIVE)

**PLAINTIFF MATTHEW R.
WALSH's MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF HIS MOTION FOR
SUMMARY JUDGMENT, OR IN
THE ALTERNATIVE, FOR
PARTIAL SUMMARY JUDGMENT**

Defendant

*Hearing Date: May 18, 2026
Time: 1:30 PM*

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

*Filed Concurrently with:
- Walsh Decl. re: Evidentiary Package
- Walsh Decl. re: Expert Report*

9

10 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF**
11 **RECORD:**

12 PLEASE TAKE NOTICE that on **May 18, 2026, at 10:00 a.m.**, or as soon
13 thereafter as the matter may be heard, in Courtroom 5D of the above-entitled
14 Court, located at the United States District Court, Central District of California,
15 **before the Honorable Otis D. Wright II**, Plaintiff Matthew R. Walsh will and
16 hereby does move this Court, pursuant to Federal Rule of Civil Procedure 56, for
17 summary judgment, or in the alternative, partial summary judgment.

18 This motion is based on this Notice of Motion, the accompanying
19 Memorandum of Points and Authorities, the Statement of Uncontroverted Facts
20 and Conclusions of Law, the declarations filed concurrently herewith, all pleadings
21 and papers on file in this action, and upon such further evidence and argument as
22 may be presented at or before the hearing.

23 //

24 //

25 **CERTIFICATION OF MEET AND CONFER**

26 Pursuant to Local Rule 7-3, Plaintiff Matthew R. Walsh certifies that he met and
27 conferred with Defendants' counsel regarding the subject matter of this Motion.
28 The parties prior met on October 30, 2025. They again met on April 1, 2026 to
29 discuss this motion at length. Defendants were provided notice of the bases for this
30 Motion, including the lack of any genuine dispute of material fact and the absence
31

32 of any valid license authorizing Defendants’ conduct. Despite these efforts, the
33 parties were unable to resolve the issues, necessitating the filing of this Motion.
34 They indicated they would oppose.

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39 **MEMORANDUM OF POINTS AND AUTHORITIES**

40

41 **INTRODUCTION**

42 This case presents no genuine dispute of material fact. Defendants
43 planned to collect, use, and commercialize user-generated motion capture data, put
44 that plan in writing in 2022 investor materials—which confirm the conduct was
45 already underway—and have admitted those materials are authentic. At all relevant
46 times, Defendants had no license under any governing agreement (2020 or 2022) to
47 collect or exploit Plaintiff’s intellectual property.

48 They executed that plan anyway. From 2022 through 2025,
49 Defendants collected, used, and commercialized Plaintiff’s data without
50 authorization, while attempting to retroactively legitimize that conduct through
51 2025 Terms they now admit “have never applied to Plaintiff.”

52 To meet demand for higher-quality data, Defendants required higher-
53 framerate output—Gen-1 equipment operated at 100fps; Gen-2 at 200fps—and in
54 2024 intentionally disabled Plaintiff’s Gen-1 hardware through firmware expressly
55 warning it would break “older” systems. Defendants then misrepresented the cause
56 of failure, delayed support, sold ineffective fixes, and refused repair or
57 replacement, all while continuing to collect and use Plaintiff’s data. The objective
58 was clear: force migration to Gen-2 and obtain higher-quality data to build their
59 “motion dataset.”

60 The dispositive facts are established by Defendants’ own admissions
61 and documents. Defendants have produced no evidence capable of creating a
62 genuine dispute of material fact. Their sole authorization theory fails as a matter of
63 law. Accordingly, summary judgment should be granted in Plaintiff’s favor on all
64 claims.

65
66 **BACKGROUND**

67 Plaintiff is a 26-year veteran career software architect, cybersecurity/forensic
68 data analyst, and established video game developer with titles licensed by
69 Nintendo®, Sony®, and Valve®. Plaintiff created at least 850 proprietary motion-
70 capture animation data files between 2020 and 2024 using hardware purchased

71 outright from Defendants and the accompanying software. He did so for his video
72 game, The Next World (Ex. 66).

73 Beginning around 2021, Defendants implemented a system to collect and
74 commercialize user-generated animation data. As demand for high-framerate
75 animation data grew among Defendants' third-party buyers, Defendants devised a
76 method to force user upgrade to Gen-2 equipment, ensuring all future captured data
77 met those demands moving forward. In 2024, Defendants disabled Plaintiff's Gen-
78 1 equipment through firmware while continuing to collect and use his data without
79 authorization, disrupting Plaintiff's production and contractual relationships,
80 refusing parts, repair, or replacement, and pressuring him for seven months to
81 upgrade to Gen-2.

82 At all relevant times, the governing 2020 and 2022 Terms granted
83 Defendants no right to collect, use, or exploit Plaintiff's animation data. Plaintiff
84 had no knowledge his intellectual property was being transferred to Defendants'
85 servers, and no agreement, notice, or on-screen indication disclosed such
86 collection. In 2025, Defendants enacted new terms purporting to grant sweeping
87 retroactive rights over data already taken. Defendants now admit that those terms
88 *"have never applied to Plaintiff."*

89

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123 **LEGAL STANDARDS**

124 Under Federal Rule of Civil Procedure 56, the Court “*shall grant summary*

125 *judgment if the movant shows that there is no genuine dispute as to any material*

126 *fact and the movant is entitled to judgment as a matter of law.*” Fed.R.Civ.P. 56(a).

127 A dispute is genuine “*if the evidence is such that a reasonable jury could return a*

128 *verdict for the nonmoving party.*” Anderson v. Liberty Lobby, Inc., 477 U.S. 242,

129 248 (1986). *“Summary judgment will be granted if, viewing the evidence in the*
130 *light most favorable to the non-moving party, there is no genuine dispute as to any*
131 *material fact and the movant is entitled to judgment as a matter of law.”* Jamison,
132 649 F.3d at 326 (citing Reagan, 384 F.3d at 173; Rule 56(a)).

133 //

134 **1. Summary Judgment / Discovery**

- 135 • FRCP 56 – Summary Judgment standard
- 136 • FRCP 37(c)(1) – Exclusion for failure to disclose
- 137 • *Metabolife Int'l, Inc. v. Wornick*, 264 F.3d 832, 846 (9th Cir. 2001)

138 **2. TORTIOUS INTERFERENCE (CALIFORNIA)**

139 • **Core Elements / Wrongfulness Standard**

- 140 ○ *Ixchel Pharma, LLC v. Biogen, Inc.*, 9 Cal. 5th 1130 (2020)
- 141 ○ *Korea Supply Co. v. Lockheed Martin Corp.*, 29 Cal. 4th 1134 (2003)
- 142 ○ Statutes (Wrongful Conduct)
- 143 ○ 18 U.S.C. § 1030(a)(5)(A) (CFAA – transmission causing damage)
- 144 ○ Cal. Civ. Code § 1710 (Deceit)
- 145 ○ Cal. Civ. Code § 1770(a)(16) (Consumer protections)
- 146 ○ Cal. Bus. & Prof. Code § 17500 (False advertising)
- 147 ○ Trespass to Chattels (Electronic Interference)
- 148 ○ *Intel Corp. v. Hamidi*, 30 Cal. 4th 1342 (2003)

149 ○ Thrifty-Tel, Inc. v. Bezenek, 46 Cal. App. 4th 1559 (1996)

150 **3. MISAPPROP. & TRADE SECRETS (CUTSA)**

151 • **Core Authority**

152 ○ MAI Sys. Corp. v. Peak Computer, Inc., 991 F.2d 511 (9th Cir. 1993)

153 ○ Cal. Civ. Code §§ 3426–3426.10

154 ○ Cal. Civ. Code § 3426.1(d) (definition)

155 • **Elements / Supporting Case Law**

156 ○ Sargent Fletcher, Inc. v. Able Corp., 110 Cal.App.4th 1658 (2003)

157 ○ DVD Copy Control Assn. v. Bunner, 116 Cal.App.4th 241 (2004)

158 ○ Yield Dynamics, Inc. v. TEA Sys. Corp., 154 Cal.App.4th 547 (2007)

159 ○ Restatement (Third) of Unfair Competition § 39 (1995)

160 **4. COPYRIGHT INFRINGEMENT**

161 • **Core Standard**

162 ○ Jada Toys, Inc. v. Mattel, Inc., 518 F.3d 628 (9th Cir. 2008)

163 ○ Cavalier v. Random House, Inc., 297 F.3d 815 (9th Cir. 2002)

164 ○ Roth Greeting Cards v. United Card Co., 429 F.2d 1106 (9th Cir.
165 1970)

166 • **Registration / Validity**

167 ○ Dream Games of Ariz., Inc. v. PC Onsite, 561 F.3d 983 (9th Cir.
168 2009)

- 169 ○ Reed Elsevier, Inc. v. Muchnick, 559 U.S. 154 (2010)
- 170 ○ 17 U.S.C. § 411(a), (b)
- 171 ○ Foss v. Marvic (Foss I) (D. Mass. 2019) (“Courts may allow
- 172 amendment after the registration precondition is satisfied to cure”)
- 173 ○ Designtecnica Corp. v. Denison (D. Or. 2025) (same proposition:
- 174 later amendment may cure pre-registration timing issue.)
- 175 ○ Unicolors, Inc. v. H&M Hennes & Mauritz, L.P., 595 U.S. 178 (2022)
- 176 (“Innocent mistakes of fact or law in a copyright registration can be
- 177 excused/corrected by amendment.”)

178 • **Originality**

- 179 ○ Lamps Plus, Inc. v. Seattle Lighting Fixture Co., 345 F.3d 1140 (9th
- 180 Cir. 2003)
- 181 ○ Feist Publ’ns, Inc. v. Rural Tel. Serv. Co., 499 U.S. 340 (1991)

182 **5. DMCA – CMI REMOVAL (17 U.S.C. § 1202)**

183 • **Core Statute** - 17 U.S.C. § 1202(b), (c)

184 • **Caselaw**

- 185 ○ BanxCorp v. Costco Wholesale Corp., 723 F.Supp.2d 596 (S.D.N.Y.
- 186 2010)
- 187 ○ Bounce Exch., Inc. v. Zeus Enter. Ltd., 2015 WL 8579023
- 188 ○ Agence France Presse v. Morel, 769 F.Supp.2d 295 (S.D.N.Y. 2011)

- 189 ○ Supporting Cases (Scope of CMI)
- 190 ○ Playboy Enters. Int'l Inc. v. Mediatakeout.com LLC, 2016 WL
- 191 1023321
- 192 ○ I.M.S. Inquiry Mgmt. Sys., Ltd. v. Berkshire Info. Sys., Inc., 307
- 193 F.Supp.2d 521
- 194 ○ Faulkner Press, L.L.C. v. Class Notes, L.L.C., 756 F.Supp.2d 1352
- 195 ○ Schiffer Publ'g, Ltd. v. Chronicle Books, LLC, 2004 WL 2583817
- 196 ○ Kelly v. Arriba Soft Corp., 77 F.Supp.2d 1116 (C.D. Cal. 1999), aff'd
- 197 336 F.3d 811

198 6. RICO (18 U.S.C. §§ 1961–1962)

199 • Injury / Causation

- 200 ○ Chaset v. Fleer/Skybox Int'l, LP, 300 F.3d 1083 (9th Cir. 2002)
- 201 ○ Lapidus v. Hecht, 232 F.3d 679 (9th Cir. 2000)
- 202 ○ Eagle v. AT&T, 769 F.2d 541 (9th Cir. 1985)
- 203 ○ Holmes v. SIPC, 503 U.S. 258 (1992)

204 • Elements of RICO

- 205 ○ Williams v. Mohawk Indus., Inc., 465 F.3d 1277 (11th Cir. 2006)
- 206 ○ Jones v. Childers, 18 F.3d 899 (11th Cir. 1994)

207 • Enterprise Requirement

- 208 ○ Cedric Kushner Promotions, Ltd. v. King, 533 U.S. 158 (2001)

- 209 ○ Ray v. Spirit Airlines, Inc., 2015 WL 5168367
- 210 ○ Kelly v. Palmer, Reifler & Assocs., P.A., 681 F. Supp. 2d 1356
- 211 ● **Enterprise Theory / Purpose**
- 212 ○ United States v. Goldin Indus., 219 F.3d 1268 (11th Cir. 2000)
- 213 ○ Yellow Bus Lines, Inc. v. Drivers Local 639, 883 F.2d 132 (D.C. Cir.
- 214 1989)
- 215 ● **Predicate Acts Standards**
- 216 ○ Simpson v. Sanderson Farms, Inc., 744 F.3d 702 (11th Cir. 2014)
- 217 ○ Levitan v. Patti, 2011 WL 1299947
- 218 ○ Design Pallets, Inc. v. GrayRobinson, P.A., 515 F. Supp. 2d 1246
- 219 ○ Jackson v. BellSouth Telecomms., 372 F.3d 1250 (11th Cir. 2004)
- 220 ● **PREDICATE STATUTES (RICO)**
- 221 ○ **CFAA**
- 222 ▪ 18 U.S.C. § 1030(a)(2)(C)
- 223 ▪ 18 U.S.C. § 1030(a)(4)
- 224 ▪ 18 U.S.C. § 1030(a)(5)(A)
- 225 ▪ 18 U.S.C. § 1030(a)(5)(C)
- 226 ○ **Wire Fraud**
- 227 ▪ 18 U.S.C. § 1343

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229 **DEFINITIONS**

230 1) **“Animation Data”, “Intellectual Property”, “User Content”** are used
231 interchangeably herein to refer to Plaintiff’s motion-capture animation files and
232 their constituent elements.

233 2) **“Animation Data” is analogous to a motion picture.** Rather than being
234 captured by traditional cameras in two dimensions, the scene is recorded via body-
235 worn sensors in three-dimensional space (like the Avatar movies) Like any motion
236 picture, it originates from Plaintiff’s intellectual creative expression. Born from
237 human thought, written into a screenplay, directed, performed, choreographed, and
238 recorded (Ex. 69). Each resulting “Animation File” contains multiple
239 independently valuable segments within a single recorded “take”. The content in
240 the files further embody proprietary methodologies developed by Plaintiff for
241 adaptation and use within proprietarily developed and specialized software systems
242 owned by the Plaintiff, and therefore constitute trade secrets.

243 3) **“Firmware”** is downloadable software created by a manufacturer which
244 can be programmed onto individual device components (hub, glove, sensor, etc.)
245 so they may follow their own respective instructions to perform their individual
246 duties as part of the greater process.

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STATEMENT OF FACTS

This case, while inherently technical in nature as to the *how*; the *why* is quite simple on it’s face through two logical chains:

Issue 1) Planned obsolescence firmware (UMF 26) → equipment failure (UMF 27) → project disruption → parts, repair, replacement refusal (UMF 28) → disrupted contracts (UMF 1) → damages

Issue 2) No license (UMF 45,20-22) → Unauthorized access (UMF 16, 17) → collection of animation data (UMF 18)(Ex. 25) → removal of CMI / “anonymization” (UMF 36, 37) → commercialization/multi-party/multi-use infringements (UMF 40-44) → loss of control + loss of exclusivity → economic harm → damages

Overall: Defendants had no license and no right. Yet they accessed, used, and commercialized Plaintiff’s intellectual property, while separately disabling his Gen-1 hardware, pushing him to upgrade to Gen-2 for nearly seven months. Those undisputed facts resolve liability as a matter of law.

268 **7. NO GENUINE DISPUTE OF MATERIAL FACT EXISTS DUE TO**
269 **LACK OF ADMISSIBLE EVIDENCE BY THE DEFENDANT**

270 Plaintiff has produced over 3,700 bates stamped pages to the Defendant
271 including documentary, forensic, and expert-supported evidence establishing the
272 relevant facts. Plaintiff has also provided a highly detailed technical expert report
273 to which Defendant has not rebutted.

274 Defendants conversely have largely objected-to, and refused to participate
275 meaningfully in discovery. They have received nearly every piece of material
276 evidence from the Plaintiff essential to their opposition satisfying *Metabolife Int'l,*
277 *Inc. v. Wornick*, 264 F.3d 832, 846 (9th Cir. 2001). As an opposition to a 56(d)
278 objection, continued discovery is unlikely to yield further material evidence for the
279 Defendants.

280 Additionally, they have opted to not engage an expert, nor identify any expert
281 witness in their initial disclosures to rebut Plaintiff's technical findings, claims or
282 evidence. Therefore, on their own accord, they have produced no admissible
283 evidence contradicting these facts under Rule 37(c)(1).

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285
286 **1. FIRST CAUSE OF ACTION: TORTIOUS INTERFERENCE**

287 This claim turns on a single dispositive issue:

288 **Whether Defendants knowingly deployed firmware that broke compatibility**
289 **with Plaintiff’s hardware.**

290 No genuine dispute exists as to the material facts required to prevail:

291 1. In or about June 2024, Defendants released a firmware update published
292 about January, 2024 that was accompanied by internal release notes stating:

293
294 *“Important: This **breaks** compatibility with older hub + glove*
295 *[Firmwares].”* (UMF 26).

296
297 The firmware was not merely defective—it was **released** with explicit internal
298 acknowledgment that it would break prior-generation hardware, but not newer
299 hardware, satisfying intentional disruption.

300 2. Plaintiff used first-generation equipment within the category of “older”
301 hardware referenced in those release notes (*there are only two models Smartsuit*
302 *I and Smartsuit II*)

303 3. Following the firmware update, Plaintiff’s equipment ceased functioning.
304 (UMF 27).

305 4. Defendants did not provide access to purchase parts, a path to repair, product
306 replacement, or remediation from September 2024 through May 2025. (UMF
307 28)

- 308 5. At all relevant times, Plaintiff maintained substantial third-party contractual
309 relationships with celebrities, distributors, actors, musicians and so on. (UMF
310 1))
- 311 6. Defendants were always aware of those contracts and relationships (UMF 2)
- 312 7. Defendants provided discounted equipment (“the largest discount ever”) to
313 Plaintiff after learning of those relationships (UMF 2)
- 314 8. Defendants’ Chief Operating Officer Mikkel Overby personally mailed
315 equipment to the Plaintiff himself (UMF 5).
- 316 9. Following the firmware update, Plaintiff’s contractual relationships were
317 disrupted. (UMF 29, 1) (Ex. 35, 36-38)
- 318 10. Plaintiff’s Sony developer account was subsequently suspended (UMF 30)
- 319 11. Plaintiff had actual preorder sales (UMF 52) which could not be fulfilled due
320 to the Defendant’s actions.

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322
323 These facts are not subject to genuine dispute.

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325 **2. MISAPPROPRIATION, INFRINGEMENT, DMCA, RICO (CoAs 2–5)**

326 These claims turn on a single dispositive issue:

327 **Whether Defendants possessed any license to collect, use, sublicense, or alter**
328 **Plaintiff's intellectual property.**

329 No genuine dispute exists as to the material facts required to prevail:

- 330 1. Plaintiff's works were created between 2020–2024 and are protected upon
331 creation under 17 U.S.C. § 102 (UMF 50, 51)
- 332 2. Plaintiff holds registered copyrights in those works (UMF 47-49)
- 333 3. Defendant admits Plaintiff ceased use of the products and services before
334 2025 (UMF 45)
- 335 4. The only operative agreements during Plaintiff's use (2020-2024) were the
336 2020 and 2022 Terms (UMFs 7, 19)
- 337 5. Neither agreement grants Defendants any right to collect, use, sublicense, or
338 otherwise exploit Plaintiff's intellectual property (UMFs 20-2022)
- 339 6. Defendants did not introduce any terms granting such rights until 2025
340 (UMF 31-35)
- 341 7. Defendants' own system reflects Plaintiff's license creation date is 2020
342 (UMF 91).
- 343 8. Defendants admit the only terms (2025) which would authorize any such
344 collection, use or license never applied to Plaintiff (UMF 46)

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346 These facts are not subject to genuine dispute.

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3. UNDISPUTED FACTS COMMON TO ALL CLAIMS

The following facts are likewise undisputed:

1. Defendants developed a plan to collect and commercialize user-generated animation data (UMF 8–14)
2. Defendants collected Plaintiff’s data pursuant to that system (UMF 23–26)
3. Plaintiff never subscribed-to or nor paid-for the only feature (“Teams”) which would authorize such collection (UMF 16, 17).
4. Defendants software ignored the fact that Plaintiff had not enrolled in “Teams” (UMF 16, 17) and collected anyways (Ex. 25).
5. Plaintiff was never notified that any collection or use of his animation data was occurring until after it had already occurred and after he was no longer a user. (UMF 31)
6. Plaintiff’s works contain embedded copyright management information (“CMI”) (UMF 38)
7. Defendants removed or altered that CMI (UMF 36-37)
8. Defendants used and distributed Plaintiff’s data, including to third parties (UMF 31, 33-35, 39-44)
9. Defendants admit the only terms (2025) which would authorize any such collection, use, “anonymization” or license never applied to Plaintiff (UMF 46)

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4. CONCLUSION

Because these dispositive issues are resolved by undisputed facts—including Defendants’ own admissions through express statement, their own code, marketing materials and forensic analyses—Plaintiff is entitled to judgment as a matter of law.

ARGUMENT; SUMMARY JUDGMENT IS WARRANTED

I. As to the First Cause of Action for Tortious Interference

To prevail on tortious interference with prospective economic advantage claim in California, plaintiff must prove the following elements: (1) plaintiff and third party were in economic relationship that probably would have resulted in economic benefit to plaintiff, (2) defendant knew of relationship, (3) defendant intended to disrupt relationship, (4) defendant engaged in wrongful conduct, (5) relationship was disrupted, (6) plaintiff was harmed, and (7) Defendants wrongful conduct was a substantial factor in causing plaintiff's

1. Plaintiff held substantial contracts including with Nintendo®, Sony® and Valve® for the release of his video game (UMF 1). These agreements were executed and not speculative. Plaintiff has prior released a video game on

387 these Platforms to worldwide distribution in 27 languages. (Ex. 34).

388 Additionally, there were two books (Ex. 61), early talks for a tv series (Ex.

389 63) and merchandise produced (Ex. 62). **Lastly, Plaintiff had actual**

390 **preorders – with credit cards - for the video game, merchandise and**

391 **books. (UMF 52)**

392 2. Defendant not only knew of these relationships, they conditioned a
393 sponsorship offering (UMF 6) “*the largest discount ever*” upon learning of
394 them prior to Plaintiff’s purchase of their equipment (UMF 2)

395 3. The Defendant intended to disrupt only older suits and gloves and
396 intentionally released a firmware that they themselves placed an internal
397 warning label on (UMF 26)

398 4. The Defendants themselves wrote the warning on the firmware. They then
399 released it. The Defendants wished to disrupt only older units as they were
400 simultaneously misappropriating users’ intellectual property and using it to
401 train AI, resell and sublicense to third parties. (UMF 26)

402 5. The plaintiff must show that the Defendants conduct was independently
403 wrongful—i.e., that it is “*wrongful by some legal measure other than the fact*
404 *of interference itself.*” *Ixchel Pharma, LLC v. Biogen, Inc.*, 9 Cal. 5th 1130,
405 1142, 266 Cal.Rptr.3d 665, 470 P.3d 571 (2020); see also *Korea Supply Co.*
406 *v. Lockheed Martin Corp.*, 29 Cal. 4th 1134, 1159, 131 Cal.Rptr.2d 29, 63

407 P.3d 937 (2003) (the interference must be unlawful pursuant to “*some*
408 *constitutional, statutory, regulatory, [or] common law*” prohibition).

409 **a.** Here, Plaintiff asserts the Computer Fraud and Abuse Act (CFAA) - 18
410 U.S.C. § 1030(a)(5)(A) which prohibits knowingly causing the
411 transmission of a program, information, code, or command, and as a
412 result, intentionally causing damage without authorization to a protected
413 computer.

414 **b.** Additionally, California Civil Code § 1710 codifies deceit as intentional
415 misrepresentation, concealment and negative fraud. Similarly California
416 Civil Code § 1770(a)(16) and BPC § 17500 apply here. The Defendant
417 continually required support sessions and log files (Ex. 45). Defendant
418 misrepresented the firmware issue as “wiring failures” (Ex. 46) and sold
419 “wires” as a fix that would never correct the problem (Ex. 48-49). The
420 fact of the matter is, Rokoko never needed log files as they secretly
421 received that diagnostic information electronically (Ex. 54). That
422 diagnostic information and the log files clearly stated at all times that the
423 sensors themselves were disrupted. Further, even the LED’s on the
424 sensors contradicted Rokoko’s direct explanations.

425 **c.** Further, In California, Trespass to Chattels is a tort that occurs when
426 someone intentionally interferes with the possession of personal property,

427 causing injury. The California Supreme Court has recognized in Intel
428 Corp. v. Hamidi (2003) 30 Cal.4th 1342 that electronic signals (like
429 firmware updates) can constitute a trespass if they interfere with the
430 intended functioning of a computer system or hardware (see also *Thrifty-
431 Tel, Inc. v. Bezenek (1996), 46 Cal. App. 4th 1559, 54 Cal. Rptr. 2d 468)*

- 432 6. Plaintiff was substantially harmed. His video game stands unreleased. His
433 third party contracts wholly disrupted. Investments into the production of
434 two books (Ex. 61), clothing merchandise (Ex. 63), soundtrack and music
435 streaming income (Ex. 32) and early discussions of a TV series (Ex. 63)
436 adaptation stand frozen in time. Nintendo release dates were missed (Ex. 59)
437 and Sony suspended him from having a developer account (Ex. 60).
- 438 7. Defendants wrongful conduct was the substantial factor which caused these
439 disruptions. In fact, around the same proximate time, Plaintiff was preparing
440 to release his game and held a successful Hollywood reveal event for fans
441 (Ex. 55) which resulted in difficult-to-get IGN press coverage (Ex. 56).

442

443 **II. As to the Second Cause of Action for Misappropriation of Intellectual**
444 **Property (CUTSA)**

445 Plaintiff's animations qualify as trade secrets. They are not merely visual
446 outputs, but technical recordings of proprietary motion-capture processes—

447 capturing how the productions were engineered, structured, developed and
448 implemented within Plaintiff's proprietary systems. Like raw, uncut film footage,
449 the animation files too reveal the 'behind the scenes' underlying methods and
450 execution; **'the magic' of how**, not just the final result. This constitutes technical
451 and engineering information that derives independent economic value from not
452 being generally known and was maintained in confidence. Cal. Civ. Code §
453 3426.1(d). Federal law is consistent, defining trade secrets to *include* "**All forms**
454 ***and types of ... scientific, technical, ... or engineering information, including***
455 ***patterns, plans, compilations... methods, techniques, processes, procedures,***
456 ***programs, or codes, whether tangible or intangible***" stored electronically (18
457 U.S.C. § 1839(3))

458 To succeed on its trade secrets claim, Plaintiff must satisfy the elements of
459 California's Uniform Trade Secrets Act ("the Uniform Act" or "CUTSA"). MAI
460 Sys. Corp. v. Peak Computer, Inc., 991 F.2d 511, 520 (9th Cir. 1993) (citing Cal.
461 Civ. Code §§ 3426–3426.10). Plaintiff must show: (1) it owned a trade secret, (2)
462 defendants acquired, disclosed or used its trade secret through improper means,
463 and (3) defendants' actions damaged Plaintiff. Sargent Fletcher, Inc. v. Able Corp.,
464 110 Cal.App.4th 1658, 1665, 3 Cal.Rptr.3d 279 (2003).

465 1. **CUTSA PRONG 1:** To prove a "trade secret," Plaintiff must show its cited
466 information "(1) [*d*]erives independent economic value, actual or potential,

467 *from not being generally known to the public or to other persons who can*
468 *obtain economic value from its disclosure or use, and (2) [i]s the subject of*
469 *efforts that are reasonable under the circumstances to maintain its secrecy.”*

470 Cal. Civ. Code § 3426.1(d). In other words, the *information “is valuable*
471 *because it is unknown to others.”* DVD Copy Control Assn. v. Bunner, 116
472 Cal.App.4th 241, 251, 10 Cal.Rptr.3d 185 (2004). The economic advantage
473 *“need not be great, but must be more than trivial.”* Yield Dynamics, Inc. v.
474 TEA Sys. Corp., 154 Cal.App.4th 547, 564, 66 Cal.Rptr.3d 1 (2007) (internal
475 quotations omitted) (quoting Restatement (Third) of Unfair Competition § 39
476 (1995))

477 **1. Trade Secret Prong 1:** The Defendant in their 2020 agreement (Ex. 9)
478 specifically calls animations *“valuable trade secrets”*. There is no
479 dispute that Plaintiff’s animations are independently valuable. The
480 Defendant themselves went from insolvent (Ex. 20) to worth a quarter
481 billion dollars (Ex. 19) by pitching investors the plan to harvest and use
482 this very data (UMF 8 – 13). The Defendants, and their investors (Ex. 18,
483 40) continue to derive great value from the same animations by training
484 AI (UMF 44), sublicensing to third parties (UMF 33)(Ex. 78), reselling
485 and using them to develop other products (UMF 10)(Ex. 18) including
486 their motion dataset (UMF 39-44). The Defendants themselves remarketed

487 these animations stating [“Access [thousands of] **million-dollar motion**
488 *capture assets through Rokoko Studio and use original character*
489 *animations in (sic)you project **for the price of a coffee.**”]*

490 2. **Trade Secret Prong 2:** The Plaintiff has never shared the animation files
491 with anyone, nor shown their contents. Animations such as these contain
492 confidential and proprietary methodologies and sequences which are
493 designed to work with his custom-developed code and software systems.
494 Dissemination of these files would expose years of research and
495 development into advanced and streamlined system design which
496 provides a sheer market advantage. The Plaintiff kept the animations on
497 his computer, behind a double-NAT firewalled network. They were only
498 exposed once the Defendant secretly effected their misappropriation
499 without his knowledge (UMF 16-17), (Ex. 21, 25, 10-14).

500 //

501 2. **CUTSA Prong 2:** The Plaintiff kept the animations on his personal
502 computer, behind a double-NAT firewalled network. They were only exposed
503 once the Defendant secretly effected their misappropriation without his
504 knowledge using hidden code mechanisms. The Plaintiff was never aware his
505 files were being transferred anywhere beyond his computer. The terms &

506 conditions which bind him (UMF 7, 46) do not authorize and make no mention
507 of such activity either and in fact, prohibit it.

508 3. **CUTSA Prong 3:** The Defendants damaged Plaintiff by (first)
509 misappropriating his intellectual property and; (second) using that intellectual
510 property for financial gain without royalty to the Plaintiff and; (third) removing
511 his author and attribution CMI from the animations (UMF 35-37, 38) and;
512 (fourth) providing the intellectual property to third-parties through direct resale
513 and sub-licensure (UMF 15), thereby making his trade secrets known to others.
514 Additionally, Plaintiff lost access to many of his animations as the Defendants
515 returned only a portion (Ex. 35)

516 //

517 **Summary Judgment Is Warranted:**

518 No right to collect = No right to possess

519 The Defendant has admitted that the only agreement (2025) which allows for
520 the collection, use or any license or access to Plaintiff's intellectual property (Ex.
521 67) "*has never applied to Plaintiff*" (UMF 45). Therefore, there is no genuine
522 dispute of material fact. Summary judgment is warranted as a matter of law.

523
524 **III. As to the Third Cause of Action for Intellectual Property Infringement**

525 To prevail on a copyright infringement claim, a plaintiff must demonstrate
526 that it owns the copyright and that the defendant copied protected elements of the
527 work. *Jada Toys, Inc. v. Mattel, Inc.*, 518 F.3d 628, 636 (9th Cir. 2008) (quoting
528 *Cavalier v. Random House, Inc.*, 297 F.3d 815, 822 (9th Cir. 2002)). Only a work's
529 “original” elements—i.e., those elements that are the product of independent
530 creation—are protected. *Id.* (quoting *Roth Greeting Cards v. United Card Co.*, 429
531 F.2d 1106, 1109 (9th Cir. 1970)) (internal quotation marks omitted). Copying can
532 be shown by evidence that the defendant had access to the copyrighted work and
533 that the protected portion of the copyrighted work is substantially similar to the
534 allegedly infringing work. *Id.* at 636-37.

535 **1. Plaintiff has a valid copyright.** It is undisputed that Plaintiff obtained
536 certificates of registration from the Copyright Office for the screenplay and
537 production materials which list each animation at issue (UMF 47 – 51). Proof of
538 registration constitutes prima facie evidence of a valid copyright. *Dream Games*
539 *of Ariz., Inc. v. PC Onsite*, 561 F.3d 983, 987 n.2 (9th Cir. 2009). Defendants
540 have contended that valid copyright registration is a “jurisdictional prerequisite”
541 to filing an infringement suit under the Copyright Act. The United States
542 Supreme Court held to the contrary. *Reed Elsevier, Inc. v. Muchnick*, — U.S.
543 —, 130 S.Ct. 1237, 1248, 176 L.Ed.2d 17 (2010) (“*We thus conclude that*
544 *[17 U.S.C.] § 411(a)’s registration requirement is nonjurisdictional,*

545 *notwithstanding its prior jurisdictional treatment.*”). Regardless, Defendants’
546 argument is foreclosed by 17 U.S.C. § 411(b)(1), which provides that a
547 certificate of registration satisfies the Copyright Act’s registration requirement
548 unless (1) the registration application included information that the applicant
549 knew was inaccurate; and (2) this inaccurate information, if known, would have
550 caused the Registrar of Copyrights to refuse registration.

551 **2. Plaintiff’s Animations Are Expressly Afforded Copyright Protection –**

552 The animation files in question, as explained in the ‘Definitions’ above; are no
553 different in concept than a movie, except that they feature recordings in 3-
554 dimensions, rather than in 2-dimensions. In fact, most of the animations are
555 cinematic in nature and are combined with audio making them equivalent to a
556 movie in final output form. As they were born from original human thought and
557 expression, developed into a screenplay and choreographed and performed, they
558 afford express protection under 17 U.S.C. Title 102. “Original in reference to a
559 copyright work means that the particular work owes its origin to the author. No
560 large measure of novelty is required.” *Lamps Plus, Inc. v. Seattle Lighting*
561 *Fixture Co.*, 345 F.3d 1140, 1146 (9th Cir. 2003) (internal quotation marks and
562 citations omitted); see also *Feist Publ’ns, Inc. v. Rural Tel. Serv. Co.*, 499 U.S.
563 340, 346, 111 S.Ct. 1282, 113 L.Ed.2d 358 (1991) (“[O]riginality requires
564 independent creation plus a modicum of creativity.”)

565 **3. Copying Was Expressly Explained In The Second Cause Of Action for**
566 **Misappropriation** (See above) (*see also Walsh Decl. re: Expert Report*)

567 //

568 **Summary Judgment Is Warranted:**

569 No right to collect = No right to possess = No right to use in any way.

570 The Defendant has admitted that the only agreement (2025) which allows for
571 the collection, use or any license or access to Plaintiff's intellectual property (Ex.
572 67) "has never applied to Plaintiff" (UMF 45). Therefore, there is no genuine
573 dispute of material fact. Summary judgment is warranted as a matter of law.

574
575 **IV. As to the Fourth Cause of Action for DMCA 1202 / Removal of CMI**

576 Section 1202 prohibits, inter alia, "*intentionally remov[ing] ... any copyright*
577 *management information*" with the knowledge (or with reasonable grounds to
578 know) that doing so will "*induce, enable, facilitate, or conceal*" an infringement of
579 *copyright.*" 17 U.S.C. § 1202(b). To prevail on a claim for CMI removal, a
580 plaintiff must show "*(1) the existence of CMI on the [work at issue]; (2) removal*
581 *and/or alteration of that information; and (3) that the removal and/or alteration*
582 *was done intentionally.*" *BanxCorp v. Costco Wholesale Corp.*, 723 F.Supp.2d
583 596, 609 (S.D.N.Y. 2010).

584 **1. Plaintiff’s Works Contain CMI** – It is indisputable (UMF 38) that CMI
585 exists within Plaintiff’s animation data embedded into the body. As relevant
586 here, CMI includes the name of the author or copyright owner. See id.; 17
587 U.S.C. § 1202(c). CMI can be “*contained in the body of a work,*” see Bounce
588 Exch., Inc. v. Zeus Enter. Ltd., No. 15CV3268 (DLC), 2015 WL 8579023, at *3
589 (S.D.N.Y. Dec. 9, 2015), and need not exactly match the name of the copyright
590 owner, see id. (a “*shorthand form of the official name of the author of the*
591 *work*” can constitute CMI). The the word “Matt”—a shorthand of the Plaintiff
592 “Matthew”—is capable of constituting CMI— especially considering the bevvy
593 of other detailed information such as the name of the work along with
594 identifiers unique to the Plaintiff and his equipment such a serial numbers,
595 device ID’s, GUID’s. Additionally as demonstrated, Plaintiff’s biometric body
596 measurements and e-mail address are as well. See Agence France Presse v.
597 Morel, 769 F.Supp.2d 295, 305 (S.D.N.Y. 2011) (“*It is implausible that a*
598 *viewer ... would not understand the designations*”)(showing a shorthand
599 name)(“*...appearing next to the images to refer to authorship.*”).

600 **2. Defendant Removed That CMI Before Commercializing Upon**
601 **Plaintiff’s Intellectual Property** – To qualify, the word or words said to
602 constitute CMI must also be “*conveyed in connection with copies ... of a*
603 *work ... or displays of a work*” 17 U.S.C. § 1202(c)(2). The CMI must be

604 **attached to, depicted in, or broadly “conveyed in connection” with a**
605 *copyrighted or copyrightable “work.”* The works on which CMI removal
606 claims are based commonly consist of photographs, see, e.g., Playboy
607 Enterprises Int'l Inc. v. Mediatakedown.com LLC, 2016 WL 1023321, at *4
608 (S.D.N.Y. Mar. 8, 2016), but CMI removal actions can lie from the removal of
609 such information from other works, see, e.g., BanxCorp, 723 F.Supp.2d at 609
610 (citing cases with CMI claims based on architectural plans, news articles,
611 videos and drawings). And although a **“plaintiff’s failure to register its**
612 **copyrighted work is not a bar to a DMCA action,”** Playboy Enterprises Int'l
613 Inc., 2016 WL 1023321, at *5 (quoting I.M.S. Inquiry Mgmt. Sys., Ltd. v.
614 Berkshire Info. Sys., Inc., 307 F.Supp.2d 521, 531 n.9 (S.D.N.Y. 2004)), “[a]n
615 *action for removal of copyright management information requires the*
616 *information to be removed from a plaintiff’s product or original work,”* *609
617 Faulkner Press, L.L.C. v. Class Notes, L.L.C., 756 F.Supp.2d 1352, 1359 (N.D.
618 Fla. 2010) (citing Schiffer Publ'g, Ltd. v. Chronicle Books, LLC, Civil Action
619 No. 03-4962, 2004 WL 2583817, at *14 (E.D. Pa. Nov. 12, 2004) and Kelly v.
620 Arriba Soft Corp., 77 F.Supp.2d 1116, 1122 (C.D. Cal. 1999) aff'd and rev'd in
621 part on other grounds, 336 F.3d 811 (9th Cir. 2003)).

622 Here, the Defendant admits to doing just that; on a webpage specifically
623 offering (“Up to 1,000 hours of data can be provided for test training before

624 *any commercial agreement is finalised.”*) while candidly admitting (“*The data*
625 *is captured by a global user base of 50,000+ individuals*”). The Defendants go
626 as far as to define “How is the data anonymised?” as (“*all elements that can*
627 *track back to a specific individual is removed. This applies to names, locations*
628 *as well as other identifiers, like unique measurements*”) (UMF 37). This is the
629 literal codified definition of CMI and it is embedded in Plaintiff’s files (UMF
630 38).

631 //

632 **Summary Judgment Is Warranted:**

633 No right to collect = No right to possess = No right to remove CMI.

634 The Defendant has admitted that the only agreement (2025) which allows for the
635 collection, use, “anonymization”, or any license or access to Plaintiff’s intellectual
636 property (Ex. 67) “has never applied to Plaintiff” (UMF 45). Therefore, there is no
637 genuine dispute of material fact. Summary judgment is warranted as a matter of
638 law.

639

640 **V. As to the Fifth Cause of Action for RICO**

641 To prevail on a civil RICO claim, a plaintiff “*must show that he has suffered*
642 *a concrete financial loss.*” *Chaset v. Fleer/Skybox Int'l, LP*, 300 F.3d 1083, 1086
643 (9th Cir.2002) (quotation marks and citation omitted). That harm must be

644 individual, not derivative. *Lapidus v. Hecht*, 232 F.3d 679, 683 (9th Cir.2000);
645 *Eagle v. Am. Tel. & Tel. Co.*, 769 F.2d 541, 545 (9th Cir.1985). Further, A RICO
646 plaintiff must show that a Defendants predicate acts were the “but-for” and
647 proximate cause of the alleged injury. *Holmes v. Sec. Investor Prot. Corp.*, 503
648 U.S. 258, 266–67, 112 S.Ct. 1311, 117 L.Ed.2d 532 (1992).

649 Here, that standard is satisfied. The Defendants hatched a plan as early as
650 2022 to harvest intellectual property from users like Plaintiff to use, sublicense and
651 resell to third-parties (UMF 15). Investors bought in after seeing that plan (Ex. 18)
652 and sought that intellectual property for their own means (Ex. 40, 36).

653 **But-For Proximate Cause Established As A Matter of Fact:**

654 The RICO enterprise of Defendants and their shareholders and investors is the but-
655 for proximate cause of Plaintiffs injuries insofar that:

- 656 1. They together misappropriated Plaintiff’s intellectual property and
657 trade secrets (*see Argument ¶ II*)
- 658 2. They together infringed upon Plaintiff’s intellectual property and
659 disclosed his trade secrets to themselves and third parties (*see*
660 *Argument ¶ III*) and continue to do so with new infringements
661 occurring in the present.

- 662 3. They together altered or removed CMI from his intellectual property
663 to strip attribution and profit from his intellectual works (*see*
664 *Argument ¶ IV*).
- 665 4. They together intentionally disrupted Plaintiff's Gen-1 equipment (*see*
666 *Argument ¶ I*) and sought Plaintiff to instead purchase Gen-2
667 equipment which would generate animation data 2x faster and 2x
668 more accurate which they market for use in robotics (Ex. 24, 48)
- 669 5. The disruption of Plaintiff's hardware and apparent forced upgrade to
670 Gen-2 equipment was the substantial factor of Plaintiff's game not
671 releasing and cascading fallout resulting in disruption of his third-
672 party contracts (UMF 1) and loss of prospective economic advantage
673 *Argument ¶ I*)

674 *"In order to establish a federal civil RICO violation under § 1962(c), the*
675 *plaintiffs 'must satisfy four elements of proof: (1) conduct (2) of an enterprise (3)*
676 *through a pattern (4) of racketeering activity.' "* Williams v. Mohawk Indust., Inc.,
677 465 F.3d 1277, 1282 (11th Cir. 2006) (citing Jones v. Childers, 18 F.3d 899, 910
678 (11th Cir. 1994)). Section 1962(d) of the RICO statutes provides that *"[i]t shall be*
679 *unlawful for any person to conspire to violate any of the provisions of subsection*
680 *(a), (b), or (c) of this section."* 18 U.S.C. § 1962(d).

681 **(1) Establishment of Enterprise:** To prevail on a claim under section
682 1962(c), “one must allege and prove the existence of two distinct entities: (1) a
683 ‘person’; and (2) an ‘enterprise’ that is not simply the same ‘person’ referred to by
684 a different name.” Ray v. Spirit Airlines, Inc., No. 12-61528-CIV-Scola, 2015 WL
685 5168367, at *5 (S.D. Fla. July 24, 2015) (citing Cedric Kushner Promotions, Ltd.
686 v. King, 533 U.S. 158, 161 (2001)). An “enterprise” is defined to include “any
687 individual, partnership, corporation, association, or other legal entity, and any
688 union or group of individuals associated in fact although not a legal entity.” 18
689 U.S.C. § 1961(4). For purposes of establishing a valid enterprise to impose RICO
690 liability, a plaintiff must prove that each party to the enterprise is separate and
691 distinct from the other. See Cedric, 533 U.S. at 161 (to establish liability under
692 1962(c), a plaintiff must prove the existence of two different entities, a “person”
693 and an “enterprise” that is not simply the same “person” referred to by a different
694 name). The RICO statutes requires “[e]ach RICO defendant [to] be separate and
695 distinct from the enterprise because liability ‘depends on showing that the
696 defendants conducted or participated in the conduct of the ‘enterprise’s affairs,’ not
697 just their own affairs.’ ” Kelly v. Palmer, Reifler & Assocs., P.A., 681 F. Supp. 2d
698 1356, 1378 (S.D. Fla. 2010) (citing Cedric Kushner, 533 U.S. at 163).

699 These facts are well established. The Defendant acted in concert, yet entirely
700 legally distinct of their individual shareholders, shell companies, investors and

701 third-parties who were all aware of the 2022 plan (UMF 8-13), then in-concert
702 executed that plan (Ex. 25), and profited from it both as a unit, and separately and
703 distinctly themselves through the individual uses of the same singular
704 misappropriated intellectual property (*see Argument ¶ II & III*).

705 The requirement for “separate and distinct” defendants “reflects Congress’
706 intention in § 1962(c) to target a specific variety of criminal activity, ‘the
707 exploitation and appropriation of legitimate businesses by corrupt individuals.’ ”
708 *United States v. Goldin Indus.*, 219 F.3d 1268, 1271 (2000) (quoting *Yellow Bus*
709 *Lines, Inc. v. Drivers, Chauffeurs & Helpers Local Union*, 639, 883 F.2d 132, 139
710 (D.C. Cir. 1989)).

711 **Predicate Acts Satisfy RICO** - To establish liability under 18 U.S.C.
712 1962(c), Plaintiffs must plead that Defendants “committed a pattern of RICO
713 predicate acts.” *Simpson, v. Sanderson Farms, Inc.*, 744 F.3d 702, 705 (11th Cir.
714 2014); see also *Levitan v. Patti*, No. 3:09cv321/MCR/MD, 2011 WL 1299947, at
715 *9 (N.D. Fla. Feb. 8, 2011). The predicate acts must also be related to each other,
716 meaning the acts must have the same or similar purposes, results, participants,
717 victims, or methods of commission. *Design Pallets, Inc. v. GrayRobinson, P.A.*,
718 515 F. Supp. 2d 1246, 1256 (M.D. Fla. 2007). The predicate acts must also be
719 continuous, which may be shown by a series of related acts committed over a
720 substantial period of time. *Id.* More specifically, a plaintiff must show “(1) the

721 defendants committed two or more predicate acts within a ten-year time span; (2)
722 the predicate acts were related to one another; and (3) the predicate acts
723 demonstrated criminal conduct of a continuing nature.” Jackson v. BellSouth
724 Telecomms., 372 F.3d 1250, 1264 (11th Cir. 2004). These predicate acts are:

725 **1. CFAA — Unauthorized Access (18 U.S.C. § 1030(a)(2)(C))**

726 Defendants accessed Plaintiff’s systems and obtained confidential,
727 proprietary animation data without authorization (UMF 16-18), (Ex. 25-32)

728 **2. CFAA — Access in Furtherance of Fraud (18 U.S.C. § 1030(a)(4))**

729 Defendants accessed Plaintiff’s systems as part of a scheme (UMF 8-13) to
730 extract (UMF 16-18) (Ex. 25-32) and monetize his data (UMF 39-44)

731 **3. CFAA — Transmission Causing Damage (18 U.S.C. § 1030(a)(5)(A))**

732 Defendants transmitted firmware and code that impaired Plaintiff’s hardware
733 (UMF 26, 27)

734 **4. CFAA — Unauthorized Access Causing Damage and Loss (18 U.S.C. §**
735 **1030(a)(5)(C))**

736 Defendants’ access caused system damage, operational disruption, and
737 economic loss (UMF 26-30)

738 **5. Wire Fraud (18 U.S.C. § 1343)**

739 Defendants made false statements (UMF 3, 4) using interstate
740 communications to falsely represent that they have “teams” in major cities

741 worldwide, in order to induce reliance to unsuspecting victims, such as
742 Plaintiff.

743 //

744 **Summary Judgment Is Warranted:**

745 No right to collect = No right to possess = No right to use, for anyone.

746 The Defendant has admitted that the only agreement (2025) which allows for
747 the collection, use, “anonymization”, or any license or access to Plaintiff’s
748 intellectual property (Ex. 67) “has never applied to Plaintiff” (UMF 45). Therefore,
749 there is no genuine dispute of material fact. Summary judgment is warranted as a
750 matter of law.

751

752

753

754 **CONCLUSION**

755 For the foregoing reasons, Plaintiff respectfully requests this Court to grant his
756 Motion for Summary Judgment in it’s entirety, or alternatively, to grant his motion
757 for Partial Summary Judgment.

758

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

761

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

763



Matthew R. Walsh
Plaintiff In Pro Per

764

765

766

CERTIFICATE OF COMPLIANCE

767

768 The undersigned, counsel of record for Plaintiff appearing in pro per, certifies that
769 this brief contains 5,578 words, which complies with the word limit of L.R. 11-
770 6.2.

771