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

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

8

MATTHEW R. WALSH

Plaintiff In Pro Per,

vs.

ROKOKO ELECTRONICS (AND DOES 1 THROUGH 50, INCLUSIVE)

Defendant

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

[Assigned to Hon. Otis D. Wright, II, Courtroom 5D; Hon. Rozella A. Oliver, Courtroom 590]

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

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

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

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.

35 //
36 //
37 //
38 //

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 - Designtechnica 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
228

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.

247

248

249 **STATEMENT OF FACTS**

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

252

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

256

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

262

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

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

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

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

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281
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Additionally, they have opted to not engage an expert, nor identify any expert witness in their initial disclosures to rebut Plaintiff's technical findings, claims or evidence. Therefore, on their own accord, they have produced no admissible 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 **<u>older</u>** hub + glove*
295 *[Firmwares]."* (UMF 26).
296
297 The firmware was not merely defective—it was **<u>released</u>** 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.Plainitff had actual preorder sales (UMF 52) which could not be fulfilled due
320 to the Defendant's actions.
321
322
323 These facts are not subject to genuine dispute.

324
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 (UMF 20-22)
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 46).
343 8. Defendants admit the only terms (2025) which would authorize any such
344 collection, use or license never applied to Plaintiff (UMF 45)
345
346 These facts are not subject to genuine dispute.

347

348 **3. UNDISPUTED FACTS COMMON TO ALL CLAIMS**

349 The following facts are likewise undisputed:

350 1. Defendants developed a plan to collect and commercialize user-generated
351 animation data (UMF 8–14)

352 2. Defendants collected Plaintiff's data pursuant to that system (Ex. 23–26)

353 3. Plaintiff never subscribed-to or nor paid-for the only feature ("Teams")
354 which would authorize such collection (UMF 16, 17).

355 4. Defendants software ignored the fact that Plaintiff had not enrolled in
356 "Teams" (UMF 16, 17) and collected anyways (Ex. 18).

357 5. Plaintiff was never notified that any collection or use of his animation data
358 was occurring until after it had already occurred and after he was no longer a
359 user. (UMF 31, 45)

360 6. Plaintiff's works contain embedded copyright management information
361 ("CMI") (UMF 38)

362 7. Defendants removed or altered that CMI (UMF 36-37)

363 8. Defendants used and distributed Plaintiff's data, including to third parties
364 (UMF 31, 33-35, 39-44)(Ex. 22)

365 9. Defendants admit the only terms (2025) which would authorize any such
366 collection, use, "anonymization" or license never applied to Plaintiff (UMF 45)

367
368
369 4. **CONCLUSION**

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

374
375 **ARGUMENT; SUMMARY JUDGMENT IS WARRANTED**

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

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

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

387 Terra®) on these Platforms to worldwide distribution in 27 languages..
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 (Spotify) 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 his 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

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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 (UMF 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 – 17). 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 33-35)(Ex. 78, 22),
485 reselling and using them to develop other products (UMF 10)(Ex. 18)
486 including their motion dataset (UMF 39-44)(Ex. 84, 77-83, 85). The

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

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

501 //

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

507 conditions which bind him are 2020 (UMF 7); the only agreement aside from
508 that during his use was 2022 (UMF 19), neither authorize nor mention such
509 activity.

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

518 //

519 **Summary Judgment Is Warranted:**

520 No right to collect = No right to possess

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

525

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

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

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

547 *nonjurisdictional, notwithstanding its prior jurisdictional treatment."*).
548 Regardless, Defendants' argument is foreclosed by 17 U.S.C. § 411(b)(1),
549 which provides that a certificate of registration satisfies the Copyright Act's
550 registration requirement unless (1) the registration application included
551 information that the applicant knew was inaccurate; and (2) this inaccurate
552 information, if known, would have caused the Registrar of Copyrights to refuse
553 registration.
554 2. **Plaintiff's Animations Are Expressly Afforded Copyright Protection** –
555 The animation files in question, as explained in the 'Definitions' above; are no
556 different in concept than a movie, except that they feature recordings in 3-
557 dimensions, rather than in 2-dimensions. In fact, most of the animations are
558 cinematic in nature and are combined with audio making them equivalent to a
559 movie in final output form. As they were born from original human thought and
560 expression, developed into a screenplay and choreographed and performed, they
561 afford express protection under 17 U.S.C. Title 102. "Original in reference to a
562 copyright work means that the particular work owes its origin to the author. No
563 large measure of novelty is required." Lamps Plus, Inc. v. Seattle Lighting
564 Fixture Co., 345 F.3d 1140, 1146 (9th Cir. 2003) (internal quotation marks and
565 citations omitted); see also Feist Publ'ns, Inc. v. Rural Tel. Serv. Co., 499 U.S.

566 340, 346, 111 S.Ct. 1282, 113 L.Ed.2d 358 (1991) ("[O]riginality requires
567 independent creation plus a modicum of creativity.")
568 3. **Copying Was Expressly Explained In The Second Cause Of Action for**
569 **Misappropriation** (See above) *(see also Walsh Decl. re: Expert Report)*
570 //
571 **Summary Judgment Is Warranted:**
572 No right to collect = No right to possess = No right to use in any way.
573 The Defendant has admitted that the only agreement (2025) which allows for
574 the collection, use or any license or access to Plaintiff's intellectual property (Ex.
575 67) "has never applied to Plaintiff" (UMF 45). Therefore, there is no genuine
576 dispute of material fact. Summary judgment is warranted as a matter of law.

577
578 **IV. As to the Fourth Cause of Action for DMCA 1202 / Removal of CMI**
579 Section 1202 prohibits, inter alia*, "intentionally remov[ing] ... any copyright*
580 *management information"* with the knowledge (or with reasonable grounds to
581 know) that doing so will *"induce, enable, facilitate, or conceal" an infringement of*
582 *copyright."* 17 U.S.C. § 1202(b). To prevail on a claim for CMI removal, a
583 plaintiff must show *"(1) the existence of CMI on the [work at issue]; (2) removal*
584 *and/or alteration of that information; and (3) that the removal and/or alteration*

585 *was done intentionally."* BanxCorp v. Costco Wholesale Corp., 723 F.Supp.2d
586 596, 609 (S.D.N.Y. 2010).

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

603 2. **Defendant Removed That CMI Before Commercializing Upon**
604 **Plaintiff's Intellectual Property –** To qualify, the word or words said to

605 constitute CMI must also be *"conveyed in connection with copies ... of a*
606 *work ... or displays of a work ...."* 17 U.S.C. § 1202(c)(2). The CMI must be
607 **attached to, depicted in, or broadly *"conveyed in connection"*** *with a*
608 *copyrighted or copyrightable "work."* The works on which CMI removal
609 claims are based commonly consist of photographs, see, e.g., Playboy
610 Enterprises Int'l Inc. v. Mediatakeout.com LLC, 2016 WL 1023321, at *4
611 (S.D.N.Y. Mar. 8, 2016), but CMI removal actions can lie from the removal of
612 such information from other works, see, e.g., BanxCorp, 723 F.Supp.2d at 609
613 (citing cases with CMI claims based on architectural plans, news articles,
614 videos and drawings). And although a ***"plaintiff's failure to register its***
615 ***copyrighted work is not a bar to a DMCA action,"*** Playboy Enterprises Int'l
616 Inc., 2016 WL 1023321, at *5 (quoting I.M.S. Inquiry Mgmt. Sys., Ltd. v.
617 Berkshire Info. Sys., Inc., 307 F.Supp.2d 521, 531 n.9 (S.D.N.Y. 2004)), *"[a]n*
618 *action for removal of copyright management information requires the*
619 *information to be removed from a plaintiff's product or original work,"* *609
620 Faulkner Press, L.L.C. v. Class Notes, L.L.C., 756 F.Supp.2d 1352, 1359 (N.D.
621 Fla. 2010) (citing Schiffer Publ'g, Ltd. v. Chronicle Books, LLC, Civil Action
622 No. 03-4962, 2004 WL 2583817, at *14 (E.D. Pa. Nov. 12, 2004) and Kelly v.
623 Arriba Soft Corp., 77 F.Supp.2d 1116, 1122 (C.D. Cal. 1999) aff'd and rev'd in
624 part on other grounds, 336 F.3d 811 (9th Cir. 2003)).

625 Here, the Defendant admits to doing just that; on a webpage specifically
626 offering ("*Up to 1,000 hours of data can be provided for test training before*
627 *any commercial agreement is finalised.")* while candidly admitting *("The data*
628 *is captured by a global user base of 50,000+ individuals")*. The Defendants go
629 as far as to define "How is the data anonymised?" as ("***all elements that can***
630 ***track back to a specific individual*** *is removed. This applies to* ***names****, locations*
631 *as well as other identifiers, like unique measurements")* (UMF 37). This is the
632 literal codified definition of CMI and it is embedded in Plaintiff's files (UMF
633 38).
634 //
635 **Summary Judgment Is Warranted:**
636 No right to collect = No right to possesss = No right to remove CMI.
637 The Defendant has admitted that the only agreement (2025) which allows for the
638 collection, use, "anonymization", or any license or access to Plaintiff's intellectual
639 property (Ex. 67) "has never applied to Plaintiff" (UMF 45). Therefore, there is no
640 genuine dispute of material fact. Summary judgment is warranted as a matter of
641 law.

642
643 **V. As to the Fifth Cause of Action for RICO**

644 To prevail on a civil RICO claim, a plaintiff *"must show that he has suffered*
645 *a concrete financial loss."* Chaset v. Fleer/Skybox Int'l, LP, 300 F.3d 1083, 1086
646 (9th Cir.2002) (quotation marks and citation omitted). That harm must be
647 individual, not derivative. Lapidus v. Hecht, 232 F.3d 679, 683 (9th Cir.2000);
648 Eagle v. Am. Tel. & Tel. Co., 769 F.2d 541, 545 (9th Cir.1985). Further, A RICO
649 plaintiff must show that a Defendants predicate acts were the "but-for" and
650 proximate cause of the alleged injury. Holmes v. Sec. Investor Prot. Corp., 503
651 U.S. 258, 266–67, 112 S.Ct. 1311, 117 L.Ed.2d 532 (1992).

652 Here, that standard is satisfied. The Defendants hatched a plan as early as
653 2022 to harvest intellectual property from users like Plaintiff to use, sublicense and
654 resell to third-parties (UMF 15). Investors bought in after seeing that plan (Ex. 18)
655 and sought that intellectual property for their own means (Ex. 40, 36).

656 **But-For Proximate Cause Established As A Matter of Fact:**
657 The RICO enterprise of Defendants and their shareholders and investors is the but-
658 for proximate cause of Plaintiffs injuries insofar that:

659 1. They together misappropriated Plaintiff's intellectual property and
660 trade secrets *(see Argument ¶ II)*
661 2. They together infringed upon Plaintiff's intellectual property and
662 disclosed his trade secrets to themselves and third parties *(see*

663 *Argument* ¶ III) and continue to do so with new infringements
664 occurring in the present.
665 3. They together altered or removed CMI from his intellectual property
666 to strip attribution and profit from his intellectual works *(see*
667 *Argument* ¶ IV).
668 4. The together intentionally disrupted Plaintiff's Gen-1 equipment *(see*
669 *Argument* ¶ *I)* and sought Plaintiff to instead purchase Gen-2
670 equipment which would generate animation data 2x faster and 2x
671 more accurate which they market for use in robotics (Ex. 15, 85)
672 5. The disruption of Plaintiff's hardware and apparent forced upgrade to
673 Gen-2 equipment was the substantial factor of Plaintiff's game not
674 releasing and cascading fallout resulting in disruption of his third-
675 party contracts (UMF 1) and loss of prospective economic advantage
676 *Argument* ¶ *I)* and **actual preorder sales (UMF 52).**
677 *"In order to establish a federal civil RICO violation under § 1962(c), the*
678 *plaintiffs 'must satisfy four elements of proof: (1) conduct (2) of an enterprise (3)*
679 *through a pattern (4) of racketeering activity.' "* Williams v. Mohawk Indust., Inc.,
680 465 F.3d 1277, 1282 (11th Cir. 2006) (citing Jones v. Childers, 18 F.3d 899, 910
681 (11th Cir. 1994)). Section 1962(d) of the RICO statutes provides that *"[i]t shall be*

682 *unlawful for any person to conspire to violate any of the provisions of subsection*
683 *(a), (b), or (c) of this section."* 18 U.S.C. § 1962(d).

684 **(1) Establishment of Enterprise:** To prevail on a claim under section
685 1962(c), "one must allege and prove the existence of two distinct entities: (1) a
686 'person'; and (2) an 'enterprise' that is not simply the same 'person' referred to by
687 a different name." Ray v. Spirit Airlines, Inc., No. 12-61528-CIV-Scola, 2015 WL
688 5168367, at *5 (S.D. Fla. July 24, 2015) (citing Cedric Kushner Promotions, Ltd.
689 v. King, 533 U.S. 158, 161 (2001)). An "enterprise" is defined to include "any
690 individual, partnership, corporation, association, or other legal entity, and any
691 union or group of individuals associated in fact although not a legal entity." 18
692 U.S.C. § 1961(4). For purposes of establishing a valid enterprise to impose RICO
693 liability, a plaintiff must prove that each party to the enterprise is separate and
694 distinct from the other. See Cedric, 533 U.S. at 161 (to establish liability under
695 1962(c), a plaintiff must prove the existence of two different entities, a "person"
696 and an "enterprise" that is not simply the same "person" referred to by a different
697 name). The RICO statutes requires "[e]ach RICO defendant [to] be separate and
698 distinct from the enterprise because liability 'depends on showing that the
699 defendants conducted or participated in the conduct of the 'enterprise's affairs,' not
700 just their own affairs.' " Kelly v. Palmer, Reifler & Assocs., P.A., 681 F. Supp. 2d
701 1356, 1378 (S.D. Fla. 2010) (citing Cedric Kushner, 533 U.S. at 163).

702 These facts are well established. The Defendant acted in concert, yet entirely
703 legally distinct of their individual shareholders, shell companies, investors and
704 third-parties who were all aware of the 2022 plan (UMF 8-13), then in-concert
705 executed that plan (UMF 18), (Ex. 25) and profited from it both as a unit, and
706 separately and distinctly themselves through the individual uses of the same
707 singular misappropriated intellectual property *(see Argument ¶ II & III)*.

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

714 **Predicate Acts Satisfy RICO -** To establish liability under 18 U.S.C.
715 1962(c), Plaintiffs must plead that Defendants "committed a pattern of RICO
716 predicate acts." Simpson, v. Sanderson Farms, Inc., 744 F.3d 702, 705 (11th Cir.
717 2014); see also Levitan v. Patti, No. 3:09cv321/MCR/MD, 2011 WL 1299947, at
718 *9 (N.D. Fla. Feb. 8, 2011). The predicate acts must also be related to each other,
719 meaning the acts must have the same or similar purposes, results, participants,
720 victims, or methods of commission. Design Pallets, Inc. v. GrayRobinson, P.A.,
721 515 F. Supp. 2d 1246, 1256 (M.D. Fla. 2007). The predicate acts must also be

722 continuous, which may be shown by a series of related acts committed over a
723 substantial period of time. Id. More specifically, a plaintiff must show "(1) the
724 defendants committed two or more predicate acts within a ten-year time span; (2)
725 the predicate acts were related to one another; and (3) the predicate acts
726 demonstrated criminal conduct of a continuing nature." Jackson v. BellSouth
727 Telecomms., 372 F.3d 1250, 1264 (11th Cir. 2004). These predicate acts are:

728 1. **CFAA — Unauthorized Access (18 U.S.C. § 1030(a)(2)(C))**
729 Defendants accessed Plaintiff's systems and obtained confidential,
730 proprietary animation data without authorization (UMF 16-18), (Ex. 25-32)
731 2. **CFAA — Access in Furtherance of Fraud (18 U.S.C. § 1030(a)(4))**
732 Defendants accessed Plaintiff's systems as part of a scheme (UMF 8-13) to
733 extract (UMF 16-18) (Ex. 25-32) and monetize his data (UMF 39-44)
734 3. **CFAA — Transmission Causing Damage (18 U.S.C. § 1030(a)(5)(A))**
735 Defendants transmitted firmware and code that impaired Plaintiff's hardware
736 (UMF 26, 27)
737 4. **CFAA — Unauthorized Access Causing Damage and Loss (18 U.S.C. §
738 1030(a)(5)(C))**
739 Defendants' access caused system damage, operational disruption, and
740 economic loss (UMF 26-30)

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

742 Defendants made false statements (UMF 3, 4) using interstate
743 communications to falsely represent that they have "teams" in major cities
744 worldwide, in order to induce reliance to unsuspecting victims, such as
745 Plaintiff.

746 //

747 **Summary Judgment Is Warranted:**

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

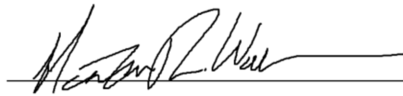
749 The Defendant has admitted that the only agreement (2025) which allows for
750 the collection, use, "anonymization", or any license or access to Plaintiff's
751 intellectual property (Ex. 67) "has never applied to Plaintiff" (UMF 45). Therefore,
752 there is no genuine dispute of material fact. Summary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

754
755
756

757 **CONCLUSION**

758 For the foregoing reasons, Plaintiff respectfully requests this Court to grant his
759 Motion for Summary Judgment in it's entirety, or alternatively, to grant his motion
760 for Partial Summary Judgment.

761
762 I declare under penalty of perjury under the laws of the United States of America
763 that the foregoing is true and correct.
764
765 Executed this April 8, 2026, in Santa Clarita, California.

766 

Matthew R. Walsh
Plaintiff In Pro Per

767
768

769 **CERTIFICATE OF COMPLIANCE**

770
771 The undersigned, counsel of record for Plaintiff appearing in pro per, certifies that
772 this brief contains 5,578 words, which complies with the word limit of L.R. 11-
773 6.2.

774