

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

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

**PLAINTIFF MATTHEW R.  
WALSH's STATEMENT OF  
UNDISPUTED FACTS  
SUPPORT OF HIS MOTION 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

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Plaintiff's Undisputed Material Facts ("UMF")	Supporting Evidence ISO UMF
<p><b><u>UMF 1</u></b> Plaintiff agreed to the 2020 Terms &amp; Conditions</p>	<p>Rokoko 2020 Agreement taken from Legacy Installer (2020-2021) (Ex. 1)</p>
<p><b><u>UMF 2</u></b> Rokoko released a pitch deck in 2022.</p>	<p>Rokoko Pitch Deck (Ex. 2)</p>
<p><b><u>UMF 3</u></b> Plaintiff never paid for the 'Teams' service. "Skip_Asset_Sync" is set to False</p>	<p>Software - Add 'Teams' user \$50/user/mo (Ex. 23 at pp.1) Software – Billing information, subscription cost \$600/yr (Ex. 3);</p> <p>RFA #21 – “Admit Plaintiff does not have a teams subscription and never purchased one... Burdensome, harassing... Outside Rokoko’s knowledge and, in fact, is information known by Plaintiff.” (3);</p> <p>MITM capture for “myTeamsWithLicenses” { “billing_admins:null”, “members:null”, “viewers:null”, “plan:STARTER”, “offline_days:1”, “skip_asset_sync:false” } (Ex. 23 at pp.1);</p> <p>Expert Report at pp.27(iii);</p>
<p><b><u>UMF 4</u></b> Defendant produced hundreds of Plaintiff's animation files in response to Requests for Production.</p>	<p>Rokoko provided 247 animations back to him in which they collected in RFP's. (Ex. 4)</p>
<p><b><u>UMF 5</u></b> The Defendant enacted a new agreement in 2022.</p>	<p>Rokoko 2022 Terms &amp; Conditions (Ex. 5)</p>

Plaintiff's Undisputed Material Facts ("UMF")	Supporting Evidence ISO UMF
<p><b><u>UMF 6</u></b>                      Rokoko's 2022 Terms &amp; Conditions state: "we do not claim ownership over any User Content."</p>	<p>Rokoko's 2022 Terms &amp; Conditions (Ex. 5)</p>
<p><b><u>UMF 7</u></b>                      Defendant notified users that effective March 22, 2025, its Terms of Use would be updated to allow use and sublicensing of motion data in anonymized form.</p>	<p>Rokoko e-mail: "30 days from now, on March 22, 2025, we will make a change in our Terms of Use...focuses on the motion data that is created with Rokoko products. The change will allow us to leverage this data...sublicensing completely anonymized data to third parties...You can review the full updated terms here. By continuing to use Rokoko products after March 22, 2025, you'll be agreeing to the updated terms." (Ex. 7)</p>
<p><b><u>UMF 8</u></b>                      In 2025, Rokoko enacted a new set of terms and conditions.</p>	<p>Rokoko's 2025 Terms &amp; Conditions (Ex. 8)</p>
<p><b><u>UMF 9</u></b>                      Defendant published statements referencing the data and motion dataset to their website.</p>	<p>("1,481,642 Human motion assets created By our global community of Rokoko motion capture tools users - Count refreshes daily") (Ex. 9)</p> <p>("Each asset contains an average of 5 labeled motion segments, with both factual and semantic annotations") (Ex. 9)</p> <p>("Text-to-Motion runs on a model trained on Rokoko's proprietary dataset, built from millions of high-quality motion recordings") (Ex. 9)</p>

Plaintiff's Undisputed Material Facts ("UMF")	Supporting Evidence ISO UMF
	<p><i>("The data is captured by a global user base of 50,000+ individuals, ensuring wide demographic and biomechanical diversity") (Ex. 9)</i></p> <p>Defendant's website states: <i>("Rokoko's proprietary dataset of IM+ motion assets, built from tens of thousands of real-world contributors") (Ex. 9)</i></p> <p><i>("Global diversity: Captured from over 50,000 individuals worldwide.") (Ex. 9)</i></p> <p><i>("Rokoko's dataset is drawn from voluntary users of its hardware and software tools") (Ex. 9)</i></p> <p><i>("Rokoko's motion dataset is one of the world's largest collections of anonymized human motion data, designed specifically for training AI and robotics systems. It includes over 1.2 million unique motion clips captured from tens of thousands of people worldwide, covering everything from everyday tasks and social interactions to fine motor movements and expressive gestures.") (Ex. 9)</i></p> <p><i>("To learn more about the dataset and licensing options, please contact us... Up to 1,000 hours of data can be provided for test training before any</i></p>

Plaintiff's Undisputed Material Facts ("UMF")	Supporting Evidence ISO UMF
	<i>commercial agreement is finalised.</i> ") (Ex. 9)
<b>UMF 10</b> Defendant states that the 2025 Terms " <i>never applied to Plaintiff</i> "	Ex. 10
<b>UMF 11</b> Data returned from Defendant's software (listMyTeamsWithLicenses endpoint) includes a record labeled "Matthew Team" with a created_at timestamp of the year 2020.	MITM capture (ex. 11)  listMyTeamsWithLicenses: [ { "name": "Matthew Team", "created_at": "2020-09-21..."
<b>UMF 12</b> Plaintiff's Copyright " <i>Effective Date of Registration</i> " is July 6, 2025	Certificate of Copyright Registration #Pau 4-279-489 (Ex. 12)
<b>UMF 13</b> Timestamps reflecting the animation works at issue have timestamps predating December 24, 2025.	Files and timestamps (Ex. 13)  Large animation scenes p to 850mb (almost 1gb) (Ex. 13)
<b>UMF 14</b> Plaintiff's animation folder shows 853 files.	Files and timestamps (Ex. 14)

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

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15 Executed this April 11, 2026, in Santa Clarita, California.

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Matthew R. Walsh  
Plaintiff In Pro Per

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