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Plaintiff In Pro Per,

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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 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

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

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

PLEASE TAKE NOTICE that on **May 18, 2026, at 1:30 p.m.**, or as soon thereafter as the matter may be heard, in Courtroom 5D of the above-entitled

Court, located at the United States District Court, Central District of California, **before the Honorable Otis D. Wright II**, Plaintiff Matthew R. Walsh will and hereby does move this Court, pursuant to Federal Rule of Civil Procedure 56 for partial summary judgment.

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

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CERTIFICATION OF MEET AND CONFER

Pursuant to Local Rule 7-3, Plaintiff Matthew R. Walsh certifies that he met and conferred with Defendants' counsel regarding the subject matter of this Motion. The parties prior met on October 30, 2025. They again met on April 1, 2026 to discuss this motion at length. Defendants were provided notice of the bases for this Motion, including the lack of any genuine dispute of material fact and the absence of any valid license authorizing Defendants' conduct. Despite these efforts, the parties were unable to resolve the issues, necessitating the filing of this Motion. They indicated they would oppose.

MEMORANDUM OF POINTS AND AUTHORITIES

INTRODUCTION

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

They executed that plan anyway. From 2022 through 2025, Defendants collected, used, and commercialized Plaintiff's data without authorization, while attempting to retroactively legitimize that conduct through 2025. The objective was clear and explicit in form: obtain Plainitff's animation data to build their "motion dataset."

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

BACKGROUND

Plaintiff is a 26-year veteran career software architect, cybersecurity/forensic data analyst, and established video game developer with titles licensed by Nintendo®, Sony®, and Valve®. Plaintiff created at least 850 proprietary motion-capture animation data files between 2020 and 2024 using hardware purchased outright from Defendants and the accompanying software. He did so for his video game, The Next World.

Beginning around 2021, Defendants implemented a system to collect and commercialize user-generated animation data; which they executed without authorization or notice.

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

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LEGAL STANDARDS

Under Federal Rule of Civil Procedure 56, the Court *"shall grant summary judgment if the movant shows that there is no genuine dispute as to any material*

fact and the movant is entitled to judgment as a matter of law." Fed.R.Civ.P. 56(a). A dispute is genuine *"if the evidence is such that a reasonable jury could return a verdict for the nonmoving party."* Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). "*Summary judgment will be granted if, viewing the evidence in the light most favorable to the non-moving party, there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law."* Jamison, 649 F.3d at 326 (citing Reagan, 384 F.3d at 173; Rule 56(a)).

- Anderson v. Liberty Lobby, Inc. – Defines "genuine dispute" as one where a reasonable jury could return a verdict for the nonmoving party.
- Metabolife Int'l, Inc. v. Wornick – Addresses adequacy of discovery and evidentiary burdens in summary judgment context.
- Jada Toys, Inc. v. Mattel, Inc. – Copyright infringement requires ownership + copying of protected elements.
- Cavalier v. Random House, Inc. – Defines standard for copying protected elements in copyright claims.
- Roth Greeting Cards v. United Card Co. –Original elements of a work are protected by copyright.
- Dream Games of Ariz., Inc. v. PC Onsite – Copyright registration is prima facie evidence of validity.

- Reed Elsevier, Inc. v. Muchnick – Copyright registration requirement is non-jurisdictional.
- Lamps Plus, Inc. v. Seattle Lighting Fixture Co. – Originality requires independent creation, not novelty.
- Feist Publ'ns, Inc. v. Rural Tel. Serv. Co. – Originality requires independent creation plus minimal creativity.
- Baxter v. MCA, Inc. – Establishes elements of a prima facie copyright infringement claim.
- A&M Records, Inc. v. Napster, Inc. – Unauthorized downloading/copying constitutes direct infringement.
- S.O.S., Inc. v. Payday, Inc. – "Copying" broadly includes infringement of any exclusive copyright right.
- Bartz v. Anthropic – Use of unauthorized works for AI training is not fair use.
- VHT, Inc. v. Zillow Grp., Inc. – Separate statutory damages may be awarded per individual work.
- Columbia Pictures Industries, Inc. v. Krypton Broadcasting – Supports separate damages for individually protected works.

- Sullivan v. Flora, Inc. – Reinforces treatment of works as independently valuable for damages.
- MCA Television Ltd. v. Feltner – Confirms statutory damages framework per infringed work.

DEFINITIONS

1) **"Animation Data", "Intellectual Property", "User Content"** are used interchangeably herein to refer to Plaintiff's motion-capture animation files and their constituent elements.

2) "Animation Data" is analogous to a motion picture. Rather than being captured by traditional cameras in two dimensions, the scene is recorded via body-worn sensors in three-dimensional space (like the Avatar movies) Like any motion picture, it originates from Plaintiff's intellectual creative expression. Born from human thought, written into a screenplay, directed, performed, choreographed, and recorded (Ex. 6). Each resulting "Animation File" contains multiple independently valuable segments within a single recorded "take". Many of Plaintiff's animations are 4mb – 10mb (Ex. 13). However, many files are up to 800mb because they contain many animations, or cinematic sequences at length (Ex. 13).

STATEMENT OF FACTS

This case, while inherently technical in nature as to the *how*; the *why* is quite simple on it's face through a single logical chain:

Issue 2) No license (UMF 1, 11, 3, 5, 6, 7) → Unauthorized access (UMF 3) → collection of animation data (UMF 4, 17)(video: Ex. 3) → commercialization/multi-party/multi-use infringements (UMF 9) → loss of control + loss of exclusivity → economic harm → damages

Defendants had no license and no right. Yet they accessed, used, and commercialized Plaintiff's intellectual property. Those undisputed facts alone resolve liability as a matter of law.

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

Plaintiff has produced over 4,000 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.

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.

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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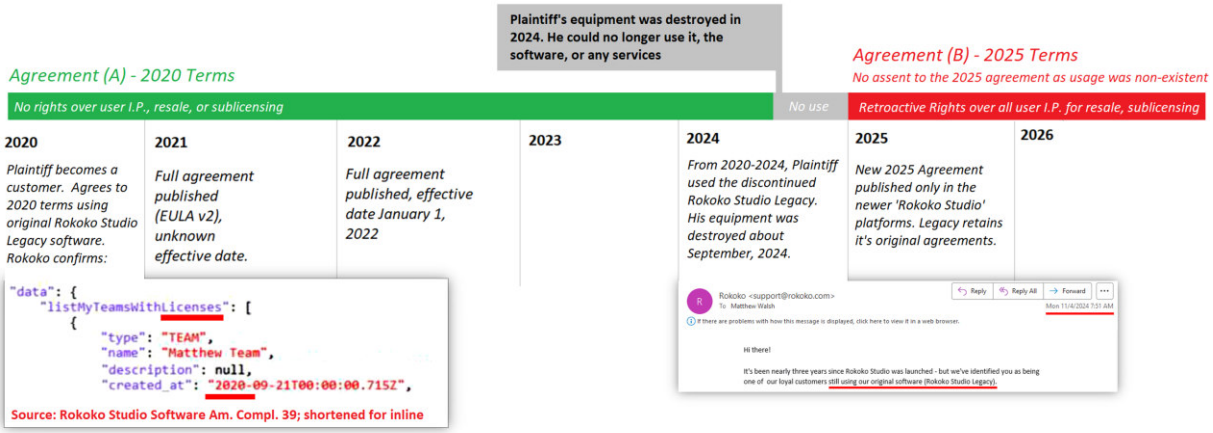
1. **INTELLECTUAL PROPERTY INFRINGEMENT**

These claims turn on a single dispositive issue:

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

Illustration (1):



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

1. **Copyright Exists:**
    a. Plaintiff's works were created between 2020–2024 and are protected upon creation under 17 U.S.C. § 102. (UMF 15-17)
    b. Plaintiff holds registered copyrights for those works (UMF 12-14)
2. **Copying Occurred:**
    c. Forensic video evidence of the copying is shown in (Ex. 3)

d. The Expert Report details copying thoroughly *(see Walsh Decl. re: Expert Report)*

e. The Defendant confirmed copying as they returned 247 of 852 pieces back to the Plaintiff in discovery (UMF 4)

3. **No Authorization To Copy**

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

g. Defendants software ignored the fact that Plaintiff had not enrolled in "Teams" (UMF 3) and collected anyways (UMF 4).

h. 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 7, 10)

4. **No License To Copy Or Use:**

i. The only operative agreements during Plaintiff's use (2020-2024) were the 2020 and 2022 Terms (UMFs 1, 5)

j. Defendants' own system reflects Plaintiff's license creation date is 2020 (UMF 11).

k. Defendant admits Plaintiff ceased use of the products and services before 2025 (UMF 10)

l. Neither agreement grants Defendants any right to collect, use, sublicense, or otherwise exploit Plaintiff's intellectual property (UMF 1, 6)

m. Defendants did not introduce any terms granting such rights until 2025 (UMF 7, 8)

n. Defendants admit the only terms (2025) which would authorize any such collection, use or license never applied to Plaintiff (UMF 10)

5. **Copying And Infringement Was Willful:**

o. Defendants developed a 2022 plan to collect and commercialize user-generated animation data (UMF 2)

p. Defendants collected Plaintiff's data pursuant to that plan (UMF 4)

q. Defendants used and distributed Plaintiff's data, including to third parties consistent with their 2022 plan (UMF 9)

r. Defendants admit the only terms (2025) which would authorize any such collection, use, "anonymization" or license never applied to Plaintiff (UMF 10)

These facts are not subject to genuine dispute.

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2. **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

Pursuant to Federal Rule of Civil Procedure 56… To prevail on a copyright infringement claim under 17 U.S.C. § 501, a plaintiff must demonstrate that it owns the copyright and that the defendant copied protected elements of the work. Jada Toys, Inc. v. Mattel, Inc., 518 F.3d 628, 636 (9th Cir. 2008) (quoting Cavalier v. Random House, Inc., 297 F.3d 815, 822 (9th Cir. 2002)). Only a work's "original" elements—i.e., those elements that are the product of independent creation—are protected. Id. (quoting Roth Greeting Cards v. United Card Co., 429 F.2d 1106, 1109 (9th Cir. 1970)) (internal quotation marks omitted).

1. **Plaintiff has a valid copyright**. It is undisputed that Plaintiff obtained certificates of registration from the Copyright Office for the screenplay and production materials which enumerate each animation at issue (UMF 12 – 14). Proof of registration constitutes prima facie evidence of a valid copyright. Dream Games of Ariz., Inc. v. PC Onsite, 561 F.3d 983, 987 n.2 (9th Cir. 2009). Defendants have contended that valid copyright registration is a

"jurisdictional prerequisite" to filing an infringement suit under the Copyright Act. The United States Supreme Court held to the contrary. Reed Elsevier, Inc. v. Muchnick, U.S. 130 S.Ct. 1237, 1248, 176 L.Ed.2d 17 (2010) ("*We thus conclude that [17 U.S.C.] § 411(a)'s registration requirement is nonjurisdictional, notwithstanding its prior jurisdictional treatment."*). Regardless, Defendants' argument is foreclosed by 17 U.S.C. § 411(b)(1), which provides that a certificate of registration satisfies the Copyright Act's registration requirement unless (1) the registration application included information that the applicant knew was inaccurate; and (2) this inaccurate information, if known, would have caused the Registrar of Copyrights to refuse registration.

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2. **Plaintiff's Animations Are Expressly Afforded Copyright Protection** – The animation files in question, as explained in the 'Definitions' above; are no different in concept than a movie, except that they feature recordings in 3-dimensions, rather than in 2-dimensions. In fact, most of the animations are cinematic in nature and are combined with audio making them equivalent to a movie in final output form. As they were born from original human thought and expression, developed into a screenplay and choreographed and performed, they afford express protection under 17 U.S.C. Title 102. ***"Original in reference to a***

copyright work means that the particular work owes its origin to the author. No large measure of novelty is required." Lamps Plus, Inc. v. Seattle Lighting Fixture Co., 345 F.3d 1140, 1146 (9th Cir. 2003) (internal quotation marks and citations omitted); see also Feist Publ'ns, Inc. v. Rural Tel. Serv. Co., 499 U.S. 340, 346, 111 S.Ct. 1282, 113 L.Ed.2d 358 (1991) ("[O]riginality requires independent creation plus a modicum of creativity.")

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3. **Direct Infringement and Copying Occurred**

(see Walsh Decl. re: Expert Report)

Plaintiff must satisfy two requirements to present a prima facie case of direct infringement: (1) he must show ownership of the allegedly infringed material and (2) he must demonstrate that the alleged infringers violate at least one exclusive right granted to copyright holders under 17 U.S.C. § 106. See 17 U.S.C. § 501(a) (infringement occurs when alleged infringer engages in activity listed in § 106); see also Baxter v. MCA, Inc., 812 F.2d 421, 423 (9th Cir. 1987)

Here, both are satisfied; as the Defendants confirm that copying actually occurred. In discovery, the Defendants provided back 247 of Plaintiff's ~852 animations (UMF 4). Copyright infringement is a strict liability tort and under 17 U.S.C. § 106, a copyright holder has the **sole exclusive right** to reproduce the work *("Copyright" ="Right to Copy"*) meaning the act of unauthorized copying

alone is sufficient to prevail on a legal claim, regardless of whether the Defendant ever uses the file.

A&M Records, Inc. v. Napster, Inc., 239 F.3d 1004 (9th Cir. 2001) (finding direct infringement as "taking" or downloading a digital file creates a new copyright infringement instance). S.O.S., Inc. v. Payday, Inc., 886 F.2d 1081, 1085 n.3 (9th Cir. 1989) (*"The word 'copying' is shorthand for the infringing of any of the copyright owner's five exclusive rights . . . ."*). Plaintiff has sufficiently demonstrated ownership. The record here with Rokoko supports similar findings in Napster *"the files available on…" (defendants servers) "…may be copyrighted and … may be owned or administered by plaintiffs."* Napster, 114 F. Supp. 2d at 911.

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4. Defendants Admit To Using The Intellectual Property For AI Training

Two of the uses Defendant admits to is: (one) cultivating their "motion dataset" which they license to third parties (two) training machine learning/generative AI models. Both instances involve infringement as AI inputs, not AI outputs, which has been Defendant's defense -- is just not the case here.

Courts have found that while training AI can be transformative, using "pirated" or unauthorized works to build a training library is **not** fair use. (see Bartz v. Anthropic, No. C 24-05417 WHA, N.D. Cal 2025)) (granting summary

judgment where using authorized materials is fair use, denying summary judgment that unauthorized works may be used for AI training) *"[P]irated copies used to build a central library were not justified by a fair use. Every factor points against fair use…".* The Defendant cannot reduce their liability by returning some of the animations, nor would offering a license fee now undo their actions. "*That Anthropic later bought a copy of a book it earlier stole off the internet will not absolve it of liability for the theft" (Anthropic at pp. 32)*

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5. Plaintiff Is Entitled To Per-Work, Per-Instance Infringement Damages

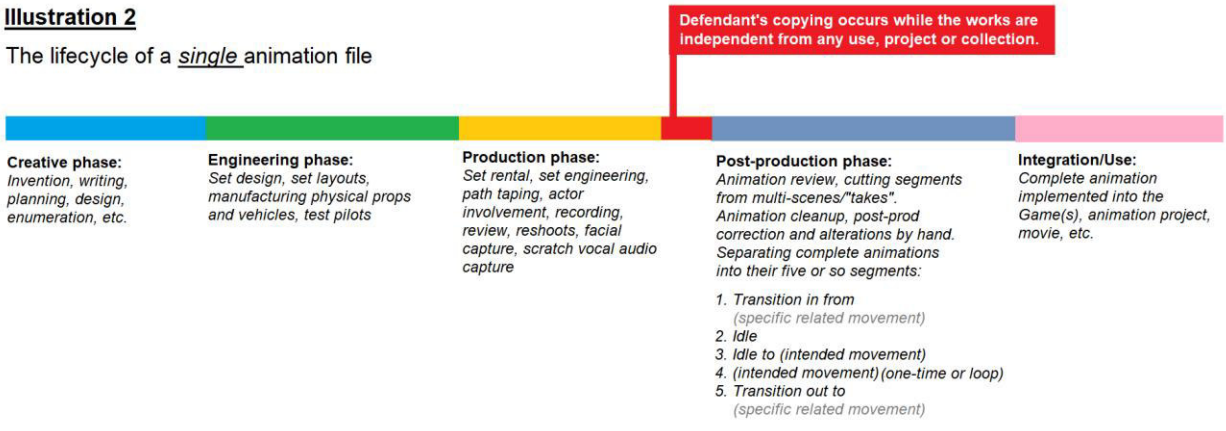
These files are not trivial in nature or production *(see illustration 2)*. Each animation file is a 3D silent film; requiring a vast amount of effort and investment (Ex. 6). First requiring human thought, writing, refining, extreme planning, technical mastery, cast/crew payments, studio rentals, set preparation, precision acting/performance, recording, post-recording "clean-up" and then separation into segments for use *(the Defendant admits each animation is about five segments (UMF 9)).*

Likewise, the animations do not fit a singular purpose or use. Plaintiff has and is developing three other video games, a film based on this Game and other animation projects and likewise uses these same animations for multiple purposes (Ex. 15). This satisfies the IEV ("Independent Economic Value") test.

Courts regularly allow, and affirm, separate statutory awards for items singularly registered when they have "standalone value". Here they do, both to the Plainitff and clearly to the Defendant who planned to copy and then actually copied them for their own commercial uses.

The Ninth Circuit holds that real estate website Zillow was liable for 2,700 separate statutory damage awards, one for each of plaintiff's photos it used; even though they were singularly registered. VHT, Inc. v. Zillow Grp., Inc., 918 F.3d 723 (9th Cir. 2019)(affd. 2023). Here the same should apply.

The fact of the matter is: Rokoko took at least 852 of Plaintiff's animations over a period of about four years, and did so not as a set, but piecemeal. Specifically, they were taken electronically as soon they were individually created and named; well before they were part of any project, collection or use by the Plaintiff. *(see also Walsh Decl. re: Expert Report)*



Zillow parallels Rokoko in that the Plaintiff in both of these cases suing over their copyrighted works which were taken and used independently, the Court found they were not a compilation treating 2,700 photos as separate works rather than one. Federal Courts are consistent in this finding (see also Columbia Pictures Industries, Inc. v. Krypton Broadcasting 259 F.3d 1186 (9th Cir. 2001), Sullivan v. Flora, Inc., No. 22-2386 (7th Cir. 2023), MCA Television Ltd. v. Feltner, 89 F.3d 766 (11th Cir. 1996). Lastly, marketplaces like the Unity Asset Store or Unreal Engine Marketplace, Mixamo and others – including the Defendants own store - provides entire commercial ecosystems in which individual animations and their segments "Walk Cycle #4" or "Combat Strike #12" are sold as individual products satisfying the Independent Economic Value (IEV) Test.

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Summary Judgment Is Warranted:

The Defendant admitted to copying the animation files (UMF 4), has admitted that the only agreement which allows for the collection, use or any license or access to Plaintiff's intellectual property "has never applied to Plaintiff" (UMF 10). Rokoko further has admitted the collected the collected animations are used in their "motion dataset" and "AI training" platforms (UMF 9). Therefore, there is no genuine dispute of material fact. Summary judgment is warranted as a matter of law.

CONCLUSION

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

PRAYER FOR RELIEF:

Plaintiff prays The Court finds there is no genuine dispute of material fact and that Plaintiff is entitled to judgment as a matter of law. This Order resolves Plaintiff's claim for copyright infringement. All remaining claims remain pending.

a. Granting Plaintiff's Motion for Partial Summary Judgment pursuant to Federal Rule of Civil Procedure 56 on Plaintiff's claim for copyright infringement under 17 U.S.C. § 501;

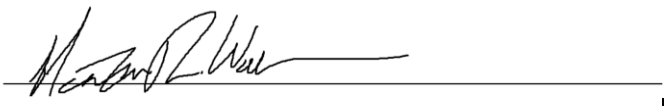
b. Finding that there is no genuine dispute of material fact and that Defendant is liable as a matter of law for willful infringement of Plaintiff's copyrighted works;

c. Finding that Plaintiff is entitled to statutory damages under 17 U.S.C. § 504(c), in an amount to be determined;

d. Granting such other and further relief as the Court deems just and proper.

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

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



Matthew R. Walsh
Plaintiff In Pro Per

CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Plaintiff appearing in pro per, certifies that this brief contains 2,585 words, which complies with the word limit of L.R. 11-6.2.