MATTHEW R. WALSH
19197 golden valley rd #333
Santa Clarita, CA 91387
(661) 644-0012
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

Before: Hon. Otis D. Wright II
Courtroom 5D

PLAINTIFF'S SECOND AMENDED COMPLAINT

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

The Plaintiff, Matthew R. Walsh, alleges as follows:

PARTIES

1. Plaintiff, Matthew R. Walsh is now and at all times herein mentioned, an expert computer software architect, video game programmer, computer security expert and the aggrieved party in this matter.
2. Defendant, Rokoko Electronics is now and at all times herein mentioned, the provider of motion capture equipment and software, which Plaintiff

purchased outright with no ongoing costs or obligations; beyond providing the Defendant with press/social media outreach per a sponsorship-adjacent discount agreement.

VENUE AND JURISDICTION

Venue is proper in the Central District Court of California in the County of Los Angeles in that the underlying acts, omissions, injuries and related facts and circumstances giving rise to the present action occurred in the County/City of Los Angeles.

RENEWED JURY DEMAND (RULE 39(b))

Plaintiff respectfully requests a jury trial pursuant to Rule 39(b).

The Court previously struck Plaintiff's Rule 38 demand based on a finding that no new factual issues were identified. Plaintiff clarifies that the First Amended Complaint introduces new factual issues not present in the original pleading.

Specifically, Plaintiff added intentional acts to disrupt and additionally defamation as a factual basis of tortious interference, requiring determinations as to false statements, publication to third parties, and resulting harm. Plaintiff also added new factual allegations regarding a targeted firmware release, raising issues

of intent and causation, as well as additional predicate conduct supporting a coordinated pattern of wrongful activity.

These are not merely additional details—they introduce **new factual questions** requiring resolution by a factfinder. Even if Rule 38 waiver applies, Rule 39(b) permits the Court to order a jury trial in its discretion. Given the nature of the factual disputes and asymmetry of the Defendants resources to the Plaintiff's, a jury is appropriate and Defendants suffer no prejudice. Plaintiff respectfully requests that the Court grant a jury trial on all triable issues.

GENERAL ALLEGATIONS AND FACTS

RELEVANT TO ALL CLAIMS

1. **EXPERT REPORT SUPERCEDES NARRATIVE** Plaintiff's expert report is a neutral, scientific, fact-based document which in detail explains all causes of action with technical precision. In any event of 12(b)(6), this report must be evaluated as an operative and important component of the pleadings.
2. **PLAINTIFF HAS A VALID COPYRIGHT** Plaintiff's animations are protected by 17 U.S.C. §102, and Plaintiff holds valid copyright registrations covering each of these works, including U.S. Copyright #14,954,598,732 and

U.S. Copyright Registration #Pau 4-279-489 issued under 37 CFR 202.3, and Plaintiff is registered with the Writers Guild of America (WGA Reg # 2288210). Plaintiff is the sole owner.

3. **("INTELLECTUAL PROPERTY") DEFINED -** Plaintiff owns the following intellectual property: proprietary designed, directed and recorded motion-capture data ("Animations"), consisting of over 850 individually recorded action and cinematic movement sequences (Ex. 22). Plaintiff is the owner and author of the animations at issue, which constitute "original works of authorship fixed in a tangible medium" under 17 U.S.C. §102. Each animation was created and pre-determined by Plaintiff in his screenplay for use in his video game production (Ex. 23-26). These animations include, without limitation:

    a. Choreographed fight sequences (Ex. 24);

    b. Choreographed weapon and tactical sequences (Ex. 25);

    c. Dialogue and cinematic performance sequences (Ex. 26);

    d. Locomotion, traversal, and systemic movement cycles;

4. **ONE 'ANIMATION' CONTAINS MANY WORKS -** Defendant copied, reproduced, transmitted, stored, and used Plaintiff's Animations without authorization. Defendant admits that each 'file' is actually about five separate works, and they separate it as such. Many files/animations contain even more

independent works (see Bryant v. Media Right Productions, Inc., 603 F.3d 135 (2010), MCA Television Ltd. v. Feltner, 89 F.3d 766 (11th Cir. 1996))

5. **INDEPENDENTLY VALUABLE -** Defendant admits the independent value of the assets, boasting it sells *["thousands of* ***million-dollar animation assets****... for the price of a coffee"],* including assets taken from Plaintiff and other users (including Netflix, EA Games, Sony, Square Enix, and more). (Exs. 28–29). The value is not tied to Plaintiff's game; animations are independently marketable and interchangeable components for games/film/animation. *(MCA Television Ltd. v. Feltner, 89 F.3d 766 (11th Cir. 1996).)*

6. **EMBEDDED CMI EXISTS -** Plaintiff's copyrighted works contained Copyright Management Information ("CMI") as defined by 17 U.S.C. § 1202(c). This CMI was embedded directly within Plaintiff's animation files and metadata at the time the works were created; automatically by Defendant's software (Ex. 51) and includes but is not limited to:

   a. author and creator name,

   b. project and work titles,

   c. creation dates,

   d. performer and actor identifiers,

   e. body measurements and biometric data,

   f. unique device serial numbers,

g. unique file identifiers and embedded metadata.

7. **NO TEAMS SUBSCRIPTION –** Defendant has or will argue that the data collection is part of their service, something they call 'Teams'. However, through 2024, Plaintiff used 'Studio Legacy' until forced to upgrade and the upgrade pushed the firmware which destroyed his equipment (Ex 14). Additionally, 'Teams' requires "collaborators" to be added to share files with (Plaintiff had none); and requires a subscription plan, of which Plaintiff never paid even a dollar for (Ex. 40). Further, Defendant does not allow anyone to opt-out of the collection and use of their intellectual property **unless** Defendant is essentially paid a ransom (Ex. 39).

8. **NO LICENSE TO USE –** Plaintiff was a customer and user from about January 2020 to September 2024. He had never viewed nor had access to <u>any</u> purported agreement or terms and conditions which granted Defendant <u>any</u> license to copy, retain, transmit, or use Plaintiff's intellectual property (animations) beyond Plaintiff's own production. (Ex. 43). That retroactive agreement was not imposed until *after* Plaintiff was no longer a user, in March 2025 (Ex. 44).

9. **RETROACTIVE TERMS INAPPLICABLE -** Defendant later attempted to retroactively expand its rights through revised terms issued after infringement had already occurred. Such retroactive terms cannot authorize prior

unauthorized copying or use. Further, The destruction of Plaintiff's hardware occurred in 2024 *before* the new terms were imposed on users' in 2025; therefore Plaintiff never even had the proximity to agree to them nor used the services after.

10. **FORCED CONSENT** – Defendant forces consent onto their users by:

a. Forcing users to pay a ransom if they do not want their intellectual property infringed upon (Ex. 39)

b. Collecting users intellectual property, deleting the original files from their computer (Ex. 32, 34) and then forcing payment to retrieve the files after (Ex. 27)

c. Forcing updates to the latest version, thereby forcing consent to the latest terms; despite telling users *["From now on, most updates will be optional and the user will be able to chose when to update Studio"] (Ex. 58)*

d. Embedding code in their software which marks that the user has consented even when they have not (Ex. 57)

e. Embedding text in their website which forces consent, even by attempting to read the agreement first (Ex. 30)

FIRST CAUSE OF ACTION:

Tortious Interference with Prospective Economic Advantage

Plaintiff repeats and realleges the preceding paragraphs as though fully set forth herein.

Introduction and Summary:

Rokoko intentionally acted in several ways to disrupt Plaintiffs contracts specifically. **First,** they intentionally released a intentionally damaging firmware to disrupt [specifically Plaintiff's] equipment (to force him off the 2020 license and to assent to their latest terms & conditions) and; **Second,** they withheld support, parts, repair or replacement for over seven months which they admit later they had capacity to do and; **Third,** when confronted, they defamed Plaintiff to a entertainment/game-industry podcast with 10M monthly listeners (Ex. 63) which reached his inner personal and professional circles and disrupted agreements.

At all of these three times, Rokoko was always aware of the contracts, agreements and relationships which would be disrupted by their actions. They acted with intent and purpose. If you remove two of three of their actions, the same contracts are impacted. Most importantly, this is not about Nintendo, or Sony – this is about the cast, crew, contractors and their contracts which suffered the most. These agreements are *all required* for the success of the production. They do not work in isolation but as an ecosystem, if one fails, they all fail.

Rokoko Sponsored, Cultivated Relationship With The Plaintiff

Plaintiff had existing and prospective economic relationships with third parties, including Nintendo®, Sony®, industry talent, celebrity talent (Ron Wasserman, Aries Spears, Alexis Mincolla, Dino Cazares, etc.), production collaborators (Ex. 1, 3, 5, 6), and game customers through approximately 1,780 early preorders at the time of disruption (Ex. 64)(up to $213,000.00). Those relationships, and the sales generated carried the probability of future economic benefit to Plaintiff.

1. Defendants knew of those relationships even before purchase (see Ex. 7).

2. Defendants did not treat Plaintiff as an ordinary retail customer. Defendants solicited Plaintiff for a sponsorship-type relationship[1] based on his audience **r**each, visibility, and industry connections, and offered him an unusually large discount for that reason[2],[3].

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[1] *"Hey Matthew, hope you're well …As Vania mentioned, I'll be taking over the sponsorship program here at Rokoko….In light of that, I'd love to jump on a short video call to get acquainted with you - perhaps next week - if you have time!" - Marck*

[2] *"40% discount is one of the largest discounts we've ever given…to go beyond that…we'd need more of a commitment…with an audience we know would have a lot of reach." - Vania*

[3] *"That all sounds great and we would love to be apart of this to help you during the development of your game. What have so far is really great and we believe that with our suit you can definitely push it even further. I spoke it over with our team and our best offer we can give you for two suits would be to apply a 40% discount on each suit individually." - Vania*

3. Defendants maintained a direct relationship with Plaintiff. Defendant Mikkel Overby personally shipped Plaintiff's equipment, and Defendants' sponsorship personnel communicated directly with Plaintiff regarding the relationship, product issues, and related expectations.

4. Plaintiff used Defendants' products – which he paid for in full and owned outright -- to create a substantial volume of original motion-capture works for use in his game and production pipeline, keeping about 853 of those animations out of potentially thousands.

5. Defendants collected and used user motion data, including Plaintiff's data, for commercial purposes, including the creation of "the worlds largest motion-dataset", product development, AI-related development, and third-party or sublicensing uses, without disclosing that use in the operative terms, or the privacy policy governing Plaintiff's use.

Rokoko Released A Firmware Knowing It Would Impact Plaintiff

6. In 2024, Defendants specifically identified Plaintiff as a "legacy" user who was still using Defendants' original software environment rather than the newer environment. Defendants therefore knew Plaintiff remained on older software,

had generated substantial motion data, and had not migrated into the newer terms environment.[4]

7. Defendants always knew Plaintiff's equipment was part of his active production pipeline and knew disruption of that pipeline would disrupt Plaintiff's existing and prospective economic relationships. Defendants acknowledged Plaintiff's work, projects, and need to get back to them[5].

11. In 2024, despite Rokoko's system having a hardcoded 'CONST' aka ('constant' / unchanging runtime variable) **"DISABLE_FIRMWARE_UPDATES = True"** and stating prior *"From now on, most updates will be optional and the user will be able to chose when to update Studio" (Ex. 58).* Defendants deployed mandatory firmware that rendered Plaintiff's equipment inoperable (Ex. 9). Their internal developer notes for the firmware expressly warned:

*"Important: this will **break** compatibility with **older** hub + glove [firmwares]."*

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[4] *"It's been nearly three years since Rokoko Studio was launched - but we've identified you as being one of our loyal customers still using our original software (Rokoko Studio Legacy)." -- Rokoko*

[5] *"I am really sorry things have come to this point - both in general and specifically as [**you have been a strong supporter of us historically**]… Our objective is to resolve this case and let both you and us focus on what we do best: create good content… . If we can avoid spending more money on lawyers, we are willing to go further and [**help you get quickly back to your projects**]… Despite this case, we still hope to some day [**again**] have a positive relationship with you and [support your work]." – Overby*

That firmware was released anyways. Rokoko has since attempted to distance themselves from it entirely in this matter.[6]

8. After Plaintiff's equipment failed, Defendants directed Plaintiff through unnecessary support steps, mischaracterized the problem, withheld meaningful repair or restoration, and pushed Plaintiff toward upgraded hardware, upgraded software, and new terms instead of restoring Plaintiff's existing system.

The Firmware Update Did Not Affect All Users

9. Other SmartSuit Pro 1 users remain operable well into today (2026) (se Ex. 60-62), supporting the inference that Plaintiff's disruption was not merely the inevitable result of a universally applied update, but instead resulted from how Defendants' system operated on Plaintiff's specific configuration, status, EULA terms, and known usage. Rokoko admits that equipment still works (Ex. 59)

10. Defendants always had the ability to repair Plaintiff's equipment, as later confirmed when Defendant Overby offered a full repair of Plaintiff's malfunctioning products[7].

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[6] ***RFA No. 48:*** *Admit that the firmware update You allege rendered Your Smartsuit 1 inoperable was a general update released to all Rokoko users.* ***(Denied)***

RFA No. 49: *Admit that You have no evidence that Rokoko designed, developed, or released the firmware update alleged in the Complaint…* ***(Denied)***

[7] *"We therefore offer you the following: [**A full repair**] of [all your **malfunctioning**] products purchases with us" – Overby May 2025*

11. Defendants nevertheless withheld effective restoration from Plaintiff for about seven months and instead increased upgrade pressure over time.

12. Defendants further indicated that Plaintiff would only be enabled to get back to work if he settled and closed the case, thereby conditioning restoration of Plaintiff's production pipeline on surrender of his legal claims[8].

13. Defendants' conduct was directed at Plaintiff specifically, or was undertaken with knowledge that disruption of Plaintiff's production pipeline and related economic relationships was certain, or at minimum substantially certain, to occur.

14. Defendants engaged in intentional acts designed to disrupt Plaintiff's existing and prospective economic relationships.

Independently Wrongful Conduct; Subsequent Damage Occurred

15.Defendants' conduct was independently wrongful apart from the interference itself, including:

[8] *"We need to settle, close the case and know that we can move on… we are also open to compensating you … by sending you new and [**updated**] tools. However, sending you motion capture equipment [without having closed the entire case] is not an acceptable solution for us… Our assessment is that you will lose the case… . That will [**allow both you**] and us [**to go back to work**], which ultimately should be the goal." – Overby May 2025*

a. unauthorized use of Plaintiff's intellectual property, in violation of 17 U.S.C. § 501;

b. interference with Plaintiff's equipment, system access, and production pipeline, in violation of 18 U.S.C. § 1030, by knowingly and without authorization transmitting a code or command (firmware) that caused intentional damage and rendered the hardware inoperable; specific statutes:18 U.S.C. § 1030(a)(2)(C), § 1030(a)(5)(A), § 1030(a)(5)(B), and § 1030(a)(5)(C);

c. unfair business practices under California law; and

d. Causing or contributing to false and defamatory statements about Plaintiff actionable under California Civil Code §§ 45, 46(3), and 48.

16. One day after admitted direct interaction with Defendant Rokoko during a commercial brand integration, and upon information and belief, at the instigation or direction of Defendants[9], Corridor Digital published false and damaging statements about Plaintiff, his claims, his evidence, and his mental stability, while stating it was in active communication with Rokoko live on the air *("… Rokoko… yeah… we're talking to him right now")* (while holding a cell

[9] "*Because again, I just filmed the brand deal for these guys…I was like, OK, as someone who literally is that close to it, I was like, [I gotta figure this out]… [**Lawsuit was not accepted. Yeah, not even accepted]** … But the last thing is **[they said]** he, **[he said]** he hired a private investigator… Sucks they had to deal with all that BS" – Corridor Digital*

phone, reading from it (Ex. 63)). **It should be noted, nearly a year later and Corridor** Digital remains the only media outlet that has discussed this case whatsoever.

17. Those statements were demonstrably false or materially misleading and made with *"actual malice" ("arising from hatred or ill will toward the plaintiff"* - CA Civ. §48(4)), were made in the direct context of Corridor's commercial relationship with Rokoko, and were disseminated to persons within Plaintiff's industry and personal and professional circles[10], after which multiple relationships went silent or were damaged.

18.**The Defendant did not stop at one intentionally wrongful act (firmware release), they also Defamed Plaintiff almost immediately after the matter was removed to Federal Court.** As a direct and proximate result of Defendants' conduct, Plaintiff's equipment was destroyed and he was unable to meet critical production milestones for The Next World while already operating in tight release windows. But for the disruption of Plaintiff's production pipeline by Defendants: the Game would have been released; 1,780 early pre-orders would have been fulfilled, totaling up to $213,000 in early revenue (Ex.

[10] These include individuals within Plaintiff's personal and professional network, including industry contacts, collaborators, and others involved in Plaintiff's production and related commercial efforts, who were aware of Plaintiff's work and relationships and with whom communications and opportunities diminished following Defendants' conduct.

64); Sony/Nintendo SKUs would have remained active; and Sony would not have suspended Plaintiff's developer account (Ex 19). Additionally, this disruption prevented the release of two books (Ex. 53) and clothing merchandise, and resulted in significant, sprawling reputational damage that severed active professional relationships, including those involved in a potential TV streaming series, cast and crew from Plaintiff's Game and personal relationships.

SECOND CAUSE OF ACTION:

Intellectual Property Infringement (17 U.S.C. § 501)

1. **INTELLECTUAL PROPERTY –** *(see general allegations and facts: "Intellectual Property Defined")*
2. **COPYRIGHT EXISTS –** *(see general allegations and facts: "Valid Copyright Exists")*
3. **NO LICENSE TO COPY OR USE** - *(see general allegations and facts: "No License To Use")*
4. **WHO, WHAT, WHEN, WHERE, HOW, WHY**
5. **(FIRST)** Defendant Rokoko employed hidden software code to harvest user animations in each software version since at least 2022. (Ex. 31) Defendant **(a)**

harvested Plaintiff's intellectual property (Ex. 32, 34), **(b)** procured a value of ~$250M (Ex. 46) from investors who were aware of the 2022 plan to do so (Ex. 47) **(c)** admitted to misappropriation and infringement (Ex. 33, 47-52). Further, forensic video evidence confirms the harvesting. (Ex. 34)

6. **(SECOND)** For the 'how', Plaintiff reincorporates and reiterates the second cause of action herein.

7. **ACTUAL INFRINGEMENT OCCURRED –**

   a. **(ONE)** Defendant misappropriated Plaintiff's intellectual property for years and then built the 'Motion Dataset' which they admit is *["built from tens of thousands of real-world contributors"]* (Ex. 48)

   b. **(TWO)** Defendant stripped the CMI information form Plaintiff's intellectual property (Ex. 32, 49, 51)

   c. **(THREE)** Defendant built and trained an AI model on the motion dataset built from Plainitff's intellectual property (Ex. 55)

   d. **(FOUR)** Defendant sub-licenses Plaintiff's intellectual property to third-parties and even offers 1,000 hours of data as a test *before finalizing any commercial agreement* with third parties. (Ex. 49, 56)

   e. **(FIVE)** Defendant uses Plaintiff's intellectual property for their own internal purposes (Ex. 56) such as building Rokoko Care aka CoCo Care (Ex. 45) and sold 22% to Trifork Group.

f. **(SIX)** Defendant sells Plaintiff's original animations directly to consumers [*"for the price of a coffee"*] (Ex. 50)

g. **(SEVEN)** Defendant licensed Plaintiff's intellectual property to Naver-Z/Zepeto for their Metaverse project, the parent company generates over $1.2 billion USD per year and invested ~$91 million into Defendant for this access (Ex. 33)

8. **WILLFUL AND REPEATED INFRINGEMENT -** Defendant knew Plaintiff owned the Animations and that Defendant lacked any license to use them (Ex 43). Defendant nevertheless engaged in repeated acts of infringement, including most infringements occurring *after* Plaintiff's copyright registrations were effective (Ex. 48), rendering the infringement willful.

9. Defendant copied, reproduced, transmitted, and stored Plaintiff's Animations without authorization, in violation of 17 U.S.C. §106 (Ex. 32-34).

10. **DAMAGES -** As a direct result of Defendant's infringement, Plaintiff suffered loss of exclusive control over copyrighted works, lost access to his original works entirely (Ex. 27), disruption and delay of production, loss of licensing opportunities, and diminished value of the Animations. Defendant obtained commercial benefit from the infringing use. Plaintiff seeks relief under 17 U.S.C. §§504–505.

THIRD CAUSE OF ACTION:

Racketeer Influenced and Corrupt Organizations Act (RICO)

(18 U.S.C. §1962(c))

36. This arises from the same operative facts, and parties alleged above.

37. **ENTERPRISE -** Defendant Rokoko Electronics, together with its alter-ego entities (i.e., Rokoko Electronics, Inc, Rokoko Electronics ApS, Rokoko Care, CoCo Care), alter-ego liability shields (i.e., J Balslev Holdings ApS, M Overby Holdings ApS, M Sondergaard Holdings ApS), controlling shells, affiliates, investors and I.P. recipients (i.e., Naver-Z Corp, Trifork Group) owners, and agents, constituted an ("association-in-fact enterprise") engaged in interstate commerce. The enterprise shared a common purpose—harvesting and monetizing user intellectual property—maintained ongoing relationships, and possessed sufficient longevity to pursue that purpose since at least 2022. (Ex. 47)

38. **INTENT, KNOWLEDGE, CONDUCT AND PARTICIPATION -** Defendant operated and managed the enterprise by designing, deploying, and maintaining software systems that secretly accessed, extracted, retained, and commercialized user animation data and metadata, including Plaintiff's copyrighted works and trade secrets, for years (Ex. 31, 39, 41) before disclosure in 2025 (Ex. 44). Defendant was the architect of the scheme and

financially benefited from it, including securing substantial investment capital (Ex. 47, 45, 33).

39. **PREDICATE ACTS SATISFY RICO -** Defendant committed at least two related predicate acts which affected somewhere between 10,000 and 250,000 victims depending on which statement of the Defendants is to be believed as accurate:

1. **Wire Fraud (18 U.S.C. §1343).** From 2020 to March 2025 and continuing to the present, Defendant Rokoko transmitted false statements through interstate electronic communications via its website, terms and conditions, downloadable software, e-mails. For each of these statements, they violate CA BPC § 17500 because the statements are false and misleading in connection with the sale of goods and services; CA Civ. §§ 1709–1710 because Defendant made material misrepresentations with intent to induce reliance and Plaintiff did rely on them; and 18 U.S.C. § 1343 because Defendant transmitted these misrepresentations through interstate communications as part of a scheme to defraud. This conduct is also consistent with practices prohibited under 15 U.S.C. § 45.
2. **STATEMENT 1:** Beginning on or about August 14, 2024 **to present** Rokoko stated on their website (*"Your data and content will not be*

shared… and you will never see your cloud-synced animations utilised by anyone else, even Rokoko.") (Ex. 37). This statement was false or materially misleading when made because Rokoko's 2022 investor pitch deck stated they will use -- and had already been using -- that data to build *"the worlds largest motion dataset"* along with training AI and building other products using it. In 2025, Rokoko changed their policies and sent a notification to users: (*"The change will allow us to leverage this data to enhance our products and services. This includes the possibility of sublicensing completely anonymized data to third parties")(February 20, 2025 e-mail).* Rokoko continues to disseminate the original representation despite these practices.

3. ***STATEMENT 2:*** On March 27, 2025, Rokoko Customer Success Manager Io Koukoula stated by email: *"With 250,000 creators now animating in Rokoko Studio, we're thrilled to see such a diverse range of unique projects come to life."* This statement was false or materially misleading because Rokoko elsewhere represented significantly lower user figures, including *"50,000+ individuals"* supplying motion data and *"over 30,000"* users of its mocap system, without reconciling these materially inconsistent figures. When

confronted in litigation, Rokoko's COO stated *"We do not make fraudulent representations"* yet admitted that the company had *"historically been overly optimistic about [its] growth projections."* The statement was made to inflate the apparent scale of Rokoko's business and ecosystem along with the phony worldwide offices.

4. **STATEMENT 3:** From at least 2020 to present, Rokoko represented: *"Headquartered in Copenhagen, Denmark, and with teams located in San Francisco, Los Angeles and Athens."* This statement was false or materially misleading because Rokoko did not maintain actual operational offices in those locations, which instead consisted of mailboxes, co-working spaces, or registered agent addresses. After Plaintiff visited those locations and Rokoko had no presence, Rokoko later admitted under oath that it had [only] *"one employee in California"* reporting to Copenhagen leadership, and that it had transitioned to a "completely virtual office". Yet, they are still claiming they have about six California business addresses. These statements were made to misrepresent Rokoko's geographic presence and scale to customers and investors, including Plaintiff.

5. **Computer Fraud (18 U.S.C. §1030) –** Beginning in November 2020 Defendant's backend software engineer Menelaos Spanos in Athens,

Attiki, Greece built and implemented the systems which knowingly accessed protected computers without authorization, rights or license per any agreement(s) or notification and exceeded authorized access by (1) bypassing system rules to force collection user intellectual property without knowledge or license (Ex. 39, 40, 34) and; (2) embedding authentication bypasses (Ex. 41), (3) persistent access mechanisms (Ex. 35), and (4) forced synchronization routines (Ex. 39, 40) to obtain Plaintiff's animation files and metadata until Plaintiff ceased use in 2024 *(see first, second cause of action; see also Walsh Decl. re: Expert Report)*

6. **Computer Fraud (18 U.S.C. § 1030(a)(5)) –** In January of 2024, Defendant's Embedded Software Architect Aleksander Østrup, while located in-office in Copenhagen, Denmark. Designed, wrote and published a firmware which stated *"Important: this breaks compatibility with **older** hub + glove [firmwares]"*. They then released this firmware targeting the Plaintiff to force upgrade to the new terms & conditions while always knowing that it would disrupt his equipment; which it did. § 1030(a)(5) prohibits knowingly causing the transmission of a program, code, or command to a protected computer without authorization, which causes damage.

39. **UNIFIED SCHEME Rule 9(b) PARTICULARITY -**The predicate acts arose from a unified scheme using the same actors, commingled software systems, infrastructure, board meetings and communications. Defendant knowingly made false representations to induce continued platform use while simultaneously harvesting and monetizing user intellectual property through concealed technical mechanisms. The specific requirements of 9(b) are satisfied throughout each cause of action and the general allegations, as this cause arises from the same operative facts and actors and must be incorporated herein.

40. **RELIANCE AND INTENT –** Defendant made the misrepresentations with intent that users rely on them. Plaintiff reasonably relied on Defendant's assurances in purchasing equipment and continuing use; absent such misrepresentations, no reasonable user would consent to software that secretly harvests their intellectual property.

41. **PATTERN OF RACKETEERING -** Defendant's predicate acts were related and continuous, occurring over multiple years, targeting the same victims (between 50,000 and 250,000), employing the same methods, using the same false statements and pursuing the same objective, constituting both closed-ended continuity and an ongoing threat of repetition.

42. **CAUSE AND INJURY -** Defendant's racketeering conduct directly and proximately caused injury to Plaintiff's business and property, including loss of exclusive control over intellectual property, production shutdown, redevelopment costs, and lost commercial opportunities (up to $213,000.00 in just early preorders), the value of Plaintiff's game with a finished valuation between $55M and $75M, in addition to physical hardware losses which the Defendants admit exceeds well beyond the $5,000 CFAA threshold; as the equipment purchased from the Defendant is significantly more than this amount.

43. **DAMAGES -** Plaintiff seeks treble damages, costs, attorneys' fees, and injunctive relief pursuant to 18 U.S.C. §1964.

ALTER-EGO AND DOE AMENDMENTS

44. Plaintiff intends to file a DOE Amendment once the true identities of the DOE Defendants and their roles in the misconduct are confirmed through discovery.

45. Plaintiff intends to seek to hold Defendant Rokoko Electronics ApS and its alter egos and shell corporations liable, including controlling owners, managers, and affiliated entities. As of year-end 2024, Rokoko Electronics ApS alone reported over $17M USD in assets and revenue in 2024, yet held only approximately USD $160,000) in cash. Rokoko has banks across the world and multiple shell companies which control them, all registered to the Copenhagen address with commingled and exact ownership. This extreme liquidity imbalance, combined with intercompany transfers and centralized control, supports veil-piercing should Plaintiff prevail.

PRAYER FOR RELIEF:

WHEREFORE, Plaintiff, Matthew R. Walsh, respectfully requests that this Court enter judgment in his favor and against Defendant, Rokoko Electronics, as follows:

1. Awarding Plaintiff actual damages in an amount to be proven at trial, including but not limited to economic losses, losses from those claimed in tortious interference and further damages for loss of intellectual property, and damages for harm to reputation AND;

2. Awarding Plaintiff statutory damages under 17 U.S.C. § 504 for Defendant's willful infringement of Plaintiff's copyrighted works, including enhanced statutory damages for willful infringement, as allowed by law AND;

3. Awarding Plaintiff statutory damages under 17 U.S.C. § 1203 for Defendant's willful violation of the Digital Millennium Copyright Act (DMCA) including but not limited to damages for the removal and alteration of Plaintiff's Copyright Management Information (CMI) AND;

4. AWARD Plaintiff treble damages under 18 U.S.C. § 1964 for Defendants violations of the Racketeer Influenced and Corrupt Organizations Act (RICO), in an amount not less than three times actual damages AND;

5. Awarding fees and costs pursuant to 17 U.S.C. § 505, 18 U.S.C. § 1964, and other applicable laws AND;

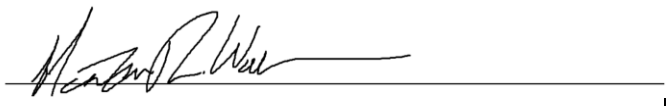
6. Awarding Plaintiff injunctive relief to be determined during prove-up, MSJ or trial.

7. Awarding Plaintiff prejudgment and post-judgment interest on any amounts awarded, at the legal rate AND;

8. Granting Plaintiff any other relief that the Court deems just and proper, including but not limited to further injunctive relief, monetary damages, and sanctions as the Court finds appropriate under the circumstances of this case.

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 17, 2026, in Santa Clarita, California.



Matthew R. Walsh
Plaintiff In Pro Per