

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
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387,

Plaintiff In Pro Per,

vs.

ROKOKO ELECTRONICS
(AND DOES 1 THROUGH 50,
INCLUSIVE)
31416 AGOURA RD STE 118
WESTLAKE VILLAGE, CA
91361

Defendant

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

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

HEARING DATE: OCTOBER 20, 2025
HEARING TIME: 1:30 PM

**DECLARATION OF MATTHEW R.
WALSH
ISO MOTION FOR SANCTIONS
RE: CASE OVERVIEW**

DECLARATION OF MATTHEW R. WALSH
ISO MOTION FOR SANCTIONS RE: CASE OVERVIEW

I, Matthew R. Walsh, declare as follows:

I am the Plaintiff in this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

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3 **OVERVIEW OF THE CASE FROM PLAINTIFF’S PERSPECTIVE**
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5 Plaintiff alleges, with forensic evidence and vast amounts of evidence and
6 express admissions that around 2016 Defendants’ moved to California,
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8 successfully raised money through Kickstarter and other campaigns and then began
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10 selling motion capture suits to the world. Plaintiff purchased such suits in 2020 to
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12 learn game development and hopefully one day create a market release. In 2021,
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14 Defendants began rolling out the version 2 of Plaintiff’s equipment. In 2022,
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16 Defendants authored a pitch deck in which they would seek investors under the
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18 clear business plan to exfiltrate motion capture data from users (such as Plaintiff)
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20 and strip CMI from it, then resell or license that motion capture data to third-
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22 parties.

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24 The version 2 suits produced might higher quality animation recordings and
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26 data than it’s predecessor. As Defendant was actively misappropriating users
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28 (“Plaintiffs”) intellectual property; they simply could no longer risk receiving
substandard animation data from version 1 suits so they undertook a number of
methods to destroy the old suits and force users (“Plaintiff”) to upgrade to new.

(First) Defendant released new compatible recording software which forced
a firmware update which makes the suits no longer work in the previous fully-

1 offline/no time limit per animation software system **(Second)** Defendant made the
2 new software so it would no longer work with the older suits entirely, with no way
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4 to return to the old. **(Third)** Defendant released a mandatory poison firmware
5 module which their internal developer notes specifically says *“Important: will*
6 *break older suits + gloves [firmwares]”*. **(Fourth)** once the firmwares were
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8 poisoned, they would require lengthy one-on-one remote support sessions every 30
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10 – 60 days or so, they would “inspect” the hardware, your computer and read “logs”
11 **(Fifth)** Once the support sessions (for all users) resulted in no change, Defendant
12 would sell “wires” to users (“Plaintiff”) endlessly knowing they would never solve
13
14 the problem; but to create the illusion of “trying” to support the product, while also
15 running out warranty timelines. **(Sixth)** Defendant would force users to ultimately
16 buy new version 2 hardware.
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18 In 2024, Plaintiff secured licensing for his video game through Nintendo®
19 and Sony® and Steam® and diligently worked to complete the production. In
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21 August of 2024, he had a Hollywood game reveal event in a large theatre filled
22 with fans of the game, many in costume to show their support. In September,
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24 Plaintiff’s suits quit working finally due to the aforementioned reasons and
25 Defendant stuck to their playbook denying Song-Beverly relief to Plaintiff which
26 for the most part, simply was seeking parts.
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1 In March of 2025, Defendant finally notified users (“Plaintiff”) that they
2 were changing their terms and conditions to give themselves retroactive, royalty-
3 free, non-exclusive rights to all of users intellectual property with the intention to
4 resell to third-parties. Their terms and conditions were modified in one single day
5 to have unilateral sweeping changes and further, Defendnats stated ‘if you continue
6 to use your [paid in full/owned] equipment, you agree we own your IP and can
7 resell it’.

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11 Once they stated they had no hardware or parts to provide Plaintiff, refused
12 replacement of something that at their cost was around \$1,200 total; but instead
13 spent far more money to hire ReedSmith, it was clear there was something
14 seriously wrong. Plaintiff began digging online and researching the Company and
15 found every office location to be fake – mailboxes, hot-desks with no one there.
16 Further, financial and investor materials with customer and employee counts
17 wildly varying everywhere. A locked and shuttered 400sqft basement “HQ” with
18 no one there. Multi-million dollar financial reserves in categories such as
19 “manufacturing” and “inventory” which Defendant does not own; and negative
20 cash flow year after year despite receiving tens of millions each year in investor
21 money; akin to a burn and cycle scheme.

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26 Plaintiff used his technical expertise to perform forensic analysis of
27 Defendant’s processes and found that not only did they receive live telemetry
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1 which *always told them live* that the sensors were ruined by the firmware and in
2 error states. Plaintiff also learned, they had been taking his intellectual property *for*
3 *years*, and the year prior – sold 22% stake in an alter-ego company entirely built
4 from that intellectual property. Even today, Defendant continues to profit from that
5 intellectual property and even admits to all of it openly on their website, almost
6 bragging; while signing licensing deals with some of the largest social
7 media/game/multimedia companies in the world and becoming worth \$250M.

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11 It's not that they *don't want* to tell the truth, it's that *they simply and*
12 *absolutely can't*. That's why the words sanctions and perjury have no meaning for
13 them, the cost of those is 0.001% of what they lose if they are tried on the merits.
14 As the record shows, Defendant and Counsel will do anything, say anything, omit
15 anything to destroy the integrity of this judicial process. Because there are ~2,000
16 pieces of evidence including [screen shots, video, on-site photographic, technical,
17 deep forensic, investor materials, written statements, e-mail admissions,
18 interviews, public records, IP addresses, server hostnames and locations,
19 commingled alter-ego board meetings with DocuSign signatures] – Defendant has
20 zero chance of winning on the merits in even a single cause of action against them.
21 That's why they dodged it in state and have been trying to dodge it in Federal.
22 Dismissal or gish-galloping falsities and procedural weaponization is their only
23 path to victory.
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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September, 15 2025, in Santa Clarita, California.



Matthew R. Walsh
Plaintiff in pro per