

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**

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]*

*Hearing Date: November 17, 2025
Hearing Time: 1:30 PM*

**DECLARATION OF MATTHEW R.
WALSH ISO MOTION FOR
ENTRY OF DEFAULT re: JOINT
REPORT**

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10 I, Matthew R. Walsh, declare: All of the information set forth herein is based on
11 my personal knowledge. The documents, images and exhibits contained herein are
12 all authenticated under penalty of perjury. They are true and honest copies of
13 documents and images which I have either gathered or made. If called to testify
14 and be sworn as a witness, I could and would competently testify thereto. I swear

15 under penalty of perjury and the laws of the United States of America the
16 foregoing is true and correct.

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18 Attached hereto in EXHIBIT A is Plaintiff's half of the joint report. Defendant
19 refused to participate within the time allotted, despite 60 days of availability by
20 Plaintiff and drafting it for them. Defendant indicated they refused to make
21 numerous changes and failed to cooperate. Please also see Docket #89

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23 Respectfully submitted,

24 Dated this November 9, 2025, in Santa Clarita, California.

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27 Matthew R. Walsh
28 Plaintiff In Pro Per

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EXHIBIT 1

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JOINT RULE 26(f) REPORT

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JOING RULE 26(f) REPORT

Plaintiff Matthew R. Walsh and Defendant Rokoko Electronics, respectfully
submit the following Joint 26(f) Report.

Plaintiff and Counsel for Defendant held a telephonic planning meeting on
[TODO; Insert date here when Kat reaches out]

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JOINT RULE 26(f) REPORT:

1. Synopsis of the Case, Claims and Defenses.

Plaintiff's Position:

(synopsis) A synopsis of the case has previously been filed (Dkt #73, attachment 2). However, in short summation, not to be considered binding, waiver or a limitation of any kind: *“Defendant **(first)** sold motion capture equipment to Plaintiff, then **(second)** intentionally destroyed it [as planned obsolescence] while **(third)** refusing repair for about seven months; demanding new upgrade purchase instead which **(fourth)** halted his video game project; all while **(fifth)** Defendant had been secretly taking and selling Plaintiff’s intellectual property with no legal rights to do so for years. **(sixth)** Defendant used Plaintiff’s intellectual property to develop CoCo care and further continued to use and provide that intellectual property to investors (who invested for this sole purpose) and sell it to third parties for profit without prior authorization or notice. **(seventh)** Defendant retroactively granted themselves IP rights using **(eighth)** a new, unilateral user agreement which Plaintiff never accepted. **(ninth)** Their source code automatically marks that the user consented even if they did not. **(as a result)** Defendant halted Plaintiff’s Nintendo®, Valve® and Sony® video*

38 *game deal, collector box sets, two book releases, a potential TV streaming*
39 *series and merchandising IP franchise and has been severely harmed, with*
40 *ongoing harm occurring daily.”*

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42 **(first)** Plaintiff seeks money damages against Defendant for **(a)** willful
43 DMCA violations, **(b)** tortious interference, **(c)** violations of Song-Beverly
44 **(d)** False Advertising **(e)** Deceptive Business Practices **(f)** Unfair
45 Competition **(g)** CLRA violations **(h)** Intellectual Property misappropriation
46 **(i)** Intellectual Property Infringement **(j)** Illegal deployment of code &
47 privacy violations **(k)** Fraudulent Inducement to Contract and Purchase **(l)**
48 Fraudulent misrepresentation **(m)** Punitive damages arising from actions and
49 behaviors in this case.

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51 **(second)** Plaintiff also seeks from the onset of the Complaint, the Court’s
52 answer to whether or not Defendant’s terms and conditions contain
53 ‘unconscionable contract terms’ for public interest.

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55 Defendants Position:

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57 **2. Synopsis of Principal Legal Issues in the Case**

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Plaintiff's Position:

Plaintiff seeks the Court to resolve answers to the following questions:

- a. Whether Defendant violated the Digital Millennium Copyright Act (DMCA).
- b. Whether Defendant *intentionally* violated the DMCA.
- c. Whether Defendant violated the Song-Beverly Consumer Warranty Act.
- d. Whether Defendant *intentionally* violated the Song-Beverly Consumer Warranty Act.
- e. Whether Defendant misappropriated Plaintiff's intellectual property.
- f. Whether Defendant *intentionally* misappropriated Plaintiff's intellectual property.
- g. Whether Defendant interfered with Plaintiff's business and contractual relations.
- h. Whether Defendant *intentionally* interfered with Plaintiff's business and contractual relations.
- i. Whether Defendant engaged in unfair, deceptive, or fraudulent business practices.
- j. Whether Defendant *intentionally* engaged in unfair, deceptive, or fraudulent business practices.

- 77 k. Whether Defendant made false or misleading representations to induce
78 purchase or continued use of its products or to investors.
- 79 l. Whether Defendant illegally deployed code that collected or transmitted
80 user data without consent.
- 81 m. Whether Defendant illegally deployed code that allowed remote access to
82 Plaintiff's computer without consent.
- 83 n. Whether Defendant's conduct violated consumer protection and privacy
84 laws.
- 85 o. Whether Defendant's revised user agreements are unconscionable or
86 unenforceable.
- 87 p. Whether Defendant engaged in harassment, defamation or coordinated it.
88 (amendment forthcoming)
- 89 q. Whether Defendant spoliated evidence.
- 90 r. Whether Defendant's conduct constitutes economic coercion.
- 91 s. Whether Defendant and the intended DOES engaged in predicate acts
92 that satisfy RICO.
- 93 t. Whether intended DOES knew, or should have known, of Defendant's
94 intention to misappropriate and infringe upon Plaintiff's intellectual
95 property before or during investment.

- 96 u. Whether Defendant's 90-pages of objections to discovery including
- 97 RFA's should be deemed accepted automatically.
- 98 v. Whether Corridor Digital is a component of Defendant's enterprise to
- 99 induce reliance on their products.
- 100 w. Whether Corridor Digital is a component of Defendant's enterprise to
- 101 induce new customers to become data harvesting sources.
- 102 x. Whether Corridor Digital and Defendant worked in concert to defame
- 103 Plaintiff while stating to the Court *they* were victims of harassment.
- 104 y. Whether Defendant's entirely U.S.-based infrastructure; while claiming
- 105 GDPR compliance on their website constitutes (a) a violation of GDPR
- 106 or other European privacy laws, or (b) an intentional design to evade
- 107 those laws.
- 108 z. Whether Defendant or its counsel made materially false statements or
- 109 provided false instrumentation to the Court.

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111 Defendants Position:

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114 **3. Additional Parties or Amendment of Pleadings**

115 Plaintiff's Position:

116 Plaintiff may file an amended Complaint after receiving information through
117 discovery, however, at this time DOES 1 through 50 remain accounted for
118 including but not limited to Trifork, Naver-Z, Rokoko Electronics
119 (Inc/ApS), CoCo Care, Jakob Balslev, Mikkel Overby, Matias Sondergaard,
120 Brett Bibby, Stefano Corazza, Jess Tropp, KickAss Capital Holding ApS,
121 VF Ventures, North-East Venture, Thomas Visti, Trifork Group ApS, Polar
122 Bear Family Office, Martin Hansen, Jesper Holmgaard, Alexandar
123 Korsgaard Bruun, Corridor Digital.

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125 Defendants Position:

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127 **4. Contemplated Law and Motion**

128 Plaintiff's Position:

129 Plaintiff intends to file a Motion for Summary Judgment or Motion for
130 Summary Adjudication at first opportunity.

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132 Defendants Position:

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134 **5. Settlement Discussion**

135 Plaintiff's Position:

136 Plaintiff sought a simple resolution for nearly seven months which are basic
137 Song-Beverly rights: parts, repair, or replacement. Defendant refused every
138 time. Plaintiff sent multiple draft complaints and each time a threat of
139 increasing legal action trying to settle informally for only
140 parts/repair/replacement. After about seven months, Defendant escalated up
141 to its COO, Mikkel Overby. Direct talks with Overby went nowhere,
142 promises were made and never kept. Plaintiff then escalated and filed in
143 small claims court. Plaintiff urged enrollment in ODR, which both parties
144 did; Overby stayed silent and did not participate. Overby then enrolled in
145 arbitration of his own accord, Overby again refused to meaningfully
146 participate. Settlement talks occurred again after Plaintiff dismissed small
147 claims and filed in state Court. Overby demanded a waiver of all legal rights
148 forever and forthwith in exchange for finally repair/replacing the hardware.
149 Altogether, settlement or repair attempts have happened at least twelve times
150 with Plaintiff persistently acting and Defendant stonewalling and refusing.
151 Defendant has had about 47 chances to avoid this litigation and chose not to.
152 Plaintiff remains open to a fair and reasonable settlement conference before
153 the Magistrate Judge but sees no genuine intent from Defendant to resolve
154 anything outside of court if it costs them even so much as simple parts under
155 warranty.

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Defendants Position:

6. **Discovery and Experts**

Plaintiff's Position:

(first) Per prior Court order, Plaintiff has served RFA's, RFQ's, Interrogatories and subpoenas; Defense has offered 90 pages of boilerplate objections to ninety nine percent of them, as well as interfering in third party subpoenas. He intends to file a renewed motion to compel immediately.

(second) Plaintiff has certified himself to the Court as the most qualified expert witness for this matter (Dkt #74). He anticipates potentially one to two expert witnesses for verification of his claims, valuations, evidence and statements.

(third) Plaintiff does not believe a formal discovery plan is required from his perspective as Defense has his discovery requests already. He requires one from Defense however as they had chosen to not propound discovery and he is unaware of their intentions.

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Defendants Position:

7. Trial Estimate

Plaintiff's Position:

Plaintiff estimates no trial will be required. If required, Plaintiff confers to Defense to provide an estimation.

Defendants Position:

8. Complexity of Case

Plaintiff's Position:

This is not a complex case. All causes of action stem from simple issues, the technical aspects of such also are simple in nature.

Defendants Position:

9. Severance, Bifurcation or Other Ordering of Proof.

Plaintiff's Position:

Plaintiff does not propose severance, bifurcation or other ordering of proof at this time.

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Defendants Position:

10. Other Issues Affecting Case Management.

Plaintiff's Position:

(first) There are ongoing issues reflected in prior filings (Dkts 73 & 78) that Plaintiff believes should be resolved before scheduling continues as they may alter the trajectory of this case entirely.

(second) Defenses 90 page objections as a matter of law should be deemed admitted by the Court and Defense should be ordered to produce discovery as requested in RFP's and Interrogatories.

(third) Plaintiff asks the Court to consider his arguments and evidence against Defendant's lack of denials and lack of counter-evidence and recognize that the removal was improper and that Federal Jurisdiction must reflect 'Federal Question'; not 'Diversity'. *[This can also be accomplished by ruling on the Motion to Strike Removal (Dkt #49) (which has been partially withdrawn (Dkt #72) to instead keep Federal Jurisdiction as 'Federal Question' while retaining sanctions and the evidentiary matter)]*

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Defendants Position:

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11. Proposed Pre-Trial and Trial Dates.

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Plaintiff's Position:

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Discovery cutoff date: February 17, 2026

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Final day to file motions: March 17, 2026

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Pretrial conference date: June 8, 2026

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Summary judgment filing date: November 24, 2025

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Trial date: July 13, 2026

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Defendants Position:

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Discovery cutoff date:

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Final day to file motions:

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Pretrial conference date:

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Trial date:

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12. Recommended Settlement Procedure.

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Plaintiff's Position:

236 Plaintiff requests a settlement conference before the Magistrate Judge.

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238 Defendants Position:

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242 I declare under penalty of perjury under the laws of the United States of America

243 that the foregoing is true and correct.

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245 Executed on September 27, 2025, in Santa Clarita, California.



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Matthew R. Walsh
Plaintiff in pro per

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