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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

MATTHEW R. WALSH, Plaintiff, vs. ROKOKO ELECTRONICS, and DOES 1 through 50, inclusive, Defendant.	Case No.: 2:25-CV-5340 [Removal from Superior Court of California, County of Los Angeles, Case No. 25STCV13828] [Diversity of Citizenship] **NOTICE OF REMOVAL OF CIVIL ACTION UNDER 28 U.S.C. §§ 1332 AND 1441(b)** [*Filed concurrently with (1) Civil Cover Sheet; (2) Corporate Disclosure Statement and Notice of Interested Parties; and (3) Declaration of Mikkel Overby*]

TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA:

PLEASE TAKE NOTICE that Defendant Rokoko Electronics ("Rokoko") hereby removes to this Court the state court action described below, and hereby gives notice of its removal of the above-captioned action, currently pending in the Superior Court of Los Angeles, California, to the United States District Court for the Central District of California. As set out more fully below, this case is a civil action over which this Court has jurisdiction pursuant to 28 U.S.C. § 1332, and is one that may be removed to this Court pursuant to 28 U.S.C. § 1441(b) because it is a civil action between citizens of different states and the amount in controversy exceeds $75,000. In compliance with 28 U.S.C. § 1446(a), Rokoko asserts the following grounds for removal:

BACKGROUND

1. Plaintiff Matthew Walsh ("Plaintiff") filed a Complaint ("Complaint") on or about May 12, 2025 in the Superior Court of California, County of Los Angeles, entitled *Matthew R. Walsh v. Rokoko Electronics, Does 1-50, inclusive*, at Case No. 25STCV13828 (the "State Court Action"). A true and correct copy of the Complaint filed in the State Court Action is attached hereto as **Exhibit 1** ("Exh. 1").

2. On May 14, 2025, Rokoko was served with a copy of the Summons and Complaint in the State Court Action. A true and correct copy of the Service of Process Transmittal is attached hereto as **Exhibit 2** ("Exh. 2").

3. Copies of the docket from the State Court Action, as well as all other documents that have been filed in the State Court Action, are attached hereto as **Exhibit 3** ("Exh. 3").

4. This action arises from a dispute regarding Plaintiff's claim for damages due to allegations of tortious interference, fraud, intellectual property theft, breach of warranty, and related claims.

5. As more fully set forth below, this case is properly removed to this Court pursuant to 28 U.S.C. § 1441 because there is federal jurisdiction on diversity grounds. This is an action between citizens of different states in which the amount in controversy exceeds $75,000. Rokoko has satisfied the procedural requirements for removal set forth in 28 U.S.C. § 1446. In filing this Notice of Removal,

Rokoko reserves all defenses.

I REMOVAL IS PROPER BASED ON DIVERSITY OF CITIZENSHIP

6. The State Court Action may be removed to the United States District Court in accordance with 28 U.S.C. § 1441(b), since this District Court has original jurisdiction over the State Court Action on the basis of diversity of citizenship pursuant to 12 U.S.C. § 1332. Specifically, the State Court Action is a civil action between citizens of different states and the amount in controversy exceeds the sum of $75,000.00.

A. There is Complete Diversity of Citizenship

7. In order to qualify for diversity of citizenship jurisdiction, all of the named plaintiffs' citizenships must be completely diverse from all the named defendants' citizenships, excluding nominal, fraudulent and/or sham defendants. *See Grupo Dataflux v. Atlas Global Group, LP,* 541 U.S. 567, 571 (2004). Here, there is complete diversity of citizenship.

1. Plaintiff's Citizenship

8. Plaintiff alleges that he "is Los Angeles-based." Exh. 1, p. 3:9. Since Plaintiff's Complaint, which is a part of the state court record, alleges that Plaintiff's permanent residence is in California, Plaintiff is deemed to be domiciled in California, and is therefore a citizen of California for diversity purposes. *See Lew v. Moss*, 797 F.2d 747, 749-50 (9th Cir. 1986) (a person is domiciled in a location where he or she has established a fixed habitation or abode in a particular place, and intends to remain there permanently or indefinitely, such as the location of "real property"). Therefore, Plaintiff is a citizen of California for purposes of diversity jurisdiction.

2. Rokoko's Citizenship

9. Plaintiff wrongfully asserts that Rokoko is a "California Corporation with an advertised principal office in San Francisco." Exh. 1, pp. 2:7-8.

10. Rokoko is a Delaware Corporation with its principal place of business in Copenhagen, Denmark. This is demonstrated by the Declaration of Rokoko's COO and CFO, Mikkel Overby, as well as Rokoko's certified Articles of Incorporation and Certificate of Good Standing in Delaware,

attached hereto as **Exhibit 4**. ("Exh. 4").[1] Therefore, Rokoko is a citizen of Delaware for purposes of diversity jurisdiction. *See Strotek Corp. v. Transp. Ass'n of Am.,* 300 F.3d 1129, 1132 (9th Cir. 2002) (noting that "actual citizenship controls -- not the plaintiff's mistaken allegations.").

3. <u>Defendant DOES 1 through 50's Citizenship</u>

11. Upon information and belief, Does 1-50 have not been named or served, and thus their consent is not required. *See* 28 U.S.C. § 1441(b)(1) ("In determining whether a civil action is removable on the basis of the jurisdiction under section 1332(a) of this title, the citizenship of defendants sued under fictitious names shall be disregarded.").

12. Because no defendant has the same citizenship as Plaintiff, complete diversity of citizenship exists.

B. The Amount in Controversy Requirement is Satisfied

13. The threshold amount associated with diversity jurisdiction is $75,000. 28 U.S.C. § 1332(a). While Rokoko denies that Plaintiff is entitled to any relief, it is apparent on the face of the Complaint that Plaintiff seeks more than $5.6 million in damages. Exh. 1, pp. 78-79. In addition to monetary damages, Plaintiff also seeks restitution, statutory damages, punitive damages, reasonable attorney's fees and costs. *See id.*

14. Generally, "[t]he amount in controversy is determined from the allegations or prayer of the complaint." *Schwarzer, Tashima & Wagstajfe, Fed. Civ. Proc. Before Trial* (2009), ¶ 2:450 (citing *St. Paul Mercury Indem. Co., v. Red Cab Co.,* 303 U.S. 283, 289 (1938), which held that an inability to recover an amount adequate to give the court jurisdiction does not oust the court of jurisdiction). Removal is proper if, from the allegations in the Complaint and the Notice of Removal, it is more likely than not that the claims exceed $75,000. *Sanchez v. Monument Life Ins. Co*., 102 F.3d 398, 403-04 (9th Cir. 1996). In determining whether the jurisdictional minimum is met, courts consider all recoverable damages, including emotional distress damages, punitive damages, statutory penalties, and attorneys' fees. *Hunt v. Washington State Apple Advertising Comm'n*, 432 U.S. 333 (1977); *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1155-56 (9th Cir. 1998). The State Court Action is one in

[1] The Articles of Incorporation and Certificate of Good Standing are attached to Mikkel Overby's Declaration as **Exhibits A and B,** respectively.

which the alleged amount in controversy plainly exceeds the sum or value of $75,000, exclusive of interest and costs.

15. Although Rokoko denies Plaintiff's allegations, Plaintiff's Complaint reflects that the amount in controversy exceeds $75,000, exclusive of interest and costs.

II ROKOKO HAS SATISFIED THE PROCEDURAL REQUIREMENTS FOR REMOVAL

A. Removal to This Court is Proper

16. The Superior Court of California for the County of Los Angeles, in which the action was originally filed, is located within the Central District of California where this Notice of Removal is being filed. Thus, the Central District of California is the proper venue for this removal because it is the "district and division embracing the place where such action is pending." 28 U.S.C. § 1441(b); *see also* 28 U.S.C. § 84(c)(2).

B. The Procedural Requirements are Satisfied

1. Removal is Timely

17. This Notice is timely in that it is being filed within thirty (30) days of Plaintiff's service of the Complaint. *See* Exh. 2; *see also* 28 U.S.C. § 1446(b)(1).

2. No Co-Defendants Require Consent

18. Pursuant to section 1441(a), "[w]hen a civil action is removed solely under section 1441(a), all defendants *who have been properly joined and served* must join in or consent to the removal of the action." 28 U.S.C. 1441(a) (emphasis added). As discussed above, the only other co-defendants in this action are Does 1-100, who have not been named or served, and thus their consent is not required. *See* 28 U.S.C. § 1441(b)(1) ("In determining whether a civil action is removable on the basis of the jurisdiction under section 1332(a) of this title, the citizenship of defendants sued under fictitious names shall be disregarded.").

3. Appropriate Notice Has Been Provided

19. Rokoko will promptly serve Plaintiff and file with this Court its Notice of Removal to All Adverse Parties, informing Plaintiff that this matter has been removed to federal court. *See* 28 U.S.C. §§ 1446(a), (d). Rokoko will also promptly file with the Clerk of the Superior Court of

California, County of Los Angeles, and serve on Plaintiff a Notice to Clerk of Removal to Federal Court, pursuant to 28 U.S.C. § 1446(d).

4. Signature

20. This Notice of Removal is signed pursuant to Fed. R. Civ. P. 11. *See* 28 U.S.C. § 1446(a).

21. Accordingly, all jurisdictional requirements for diversity removal are satisfied.

WHEREFORE, Defendant respectfully requests this case be removed from the Superior Court of the State of California for the County of Los Angeles to the United States District Court for the Central District of California, pursuant to 28 U.S.C. §§ 1332 and 1441(b).

Dated: June 12, 2025

REED SMITH LLP

By: */s/ Katherine J. Ellena*
Michael Galibois (pro hac vice forthcoming)
Katherine J. Ellena (SBN 324160)
Emily Graue (*pro hac vice forthcoming*)

Attorneys for Defendant
Rokoko Electronics

EXHIBIT 1

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
(661) 644-0012

Plaintiff In Pro Per,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

MATTHEW R. WALSH ~~19197 GOLDEN VALLEY RD #333~~ ~~SANTA CLARITA, CA 91387,~~ mw Plaintiff In Pro Per, vs. ROKOKO ELECTRONICS (AND DOES 1 THROUGH 50, INCLUSIVE) ~~31416 AGOURA RD STE 118~~ ~~WESTLAKE VILLAGE, CA~~ mw ~~91361~~ Defendant	Case No.: 25STCV13828 COMPLAINT FOR DAMAGES (Tortious Interference, Fraud, Intellectual Property Theft, Breach of Warranty, and Related Claims)

VENUE AND JURISDICTION

Plaintiff brings the matter before this Court, as Plaintiff can demonstrate Defendant has sufficient Nexus in Los Angeles, California to establish venue and jurisdiction within this Court.

Defendant is a:

1. Multi-national corporation with an $80M valuation (Exhibit 97, 98) and offices in Denmark, Greece and the U.S. registered as a domestic corporation and doing extensive business in California in the entertainment industry.

2. California Corporation with an advertised principal office in San Francisco: 166 Geary St, 15th Fl. #63, San Francisco, CA 94108. Service upon any address such as PO box, UPS store, virtual office is permissible under California Code of Civil Procedure § 415.20.

3. California Corporation ("Reg No. 3890148") with a principal address of 498 ALABAMA STREET, SAN FRANCISCO, CA 94110. Once a foreign entity establishes themselves as a domestic corporation they voluntarily submit to the jurisdiction of that state (in this case, California) and are no longer protected from service under the Hauge convention.

4. California Corporation with a California bank account at Silicon Valley Bank, 3003 Tasman Drive, Santa Clara, CA 95954, ABA: 12**40***, Account: 3*0*3*3***, SWIFT: SVBKUS6S

5. California Corporation with a registered agent located at CORPNET INCORPORATED, 31416 AGOURA RD STE 118, WESTLAKE VILLAGE, CA 91361 which is located within Los Angeles County.

6. California Corporation which recognizes and charges sales tax within the Los Angeles County area.

7. California Corporation with significant business ties to Los Angeles:

8. Plaintiff is Los Angeles-based and is a customer of Defendant.

9. Defendant's operational servers (public and private) are all US/California based making California their operational and foundational nexus:

   a. ping.rokoko.com [18.65.3.76] amazon San Francisco
   b. cdn-studio.rokoko.com [3.169.252.38] amazon San Fran.
   c. fw-api.rokoko.com [13.226.225.121] amazon San Francisco
   d. rmp-gql-public.rokoko.com 3.167.192.77] amazon San Francisco
   e. id.rokoko.com [13.52.115.166] amazon San Francisco
   f. rokoko-id-new.netlify.app 54.215.62.21] amazon San Francisco
   g. rmp-team-gql.rokoko.com [3.167.212.100] amazon San Fran.
   h. cdn-scene.rokoko.com [18.164.174.97] amazon L.A.

Additionally:

1. Any and all Contracts and Agreements between Plaintiff and Defendant were and are executed and accepted and consideration provided from within Los Angeles California.

2. Plaintiff's damages/injury occurred in Los Angeles for a product Defendant sold to Plaintiff within Los Angeles.

3. Defendant was served at his principal address as filed with the Court, as well as his San Francisco mailbox on another matter (25CHSC00490) validating both addresses as fit for service.

JOINDER AND CONSOLIDATION

Plaintiff asserts that all claims, including but not limited to: investor-related claims, consumer claims, intellectual property claims, are all interconnected in conceptual, technological, financial, operational and monetary capacities. Pursuant to California Rules of Court, Rule 3.300(a), Plaintiff's claims are justified in consolidation and proper for this matter. *(Coughlin v. Rogers, 130 F.3d 1348 (9th Cir. 1997), Simmons v. Ware, 213 Cal.App.4th 1035 (2013))*

INTRODUCTION

Plaintiff Matthew R. Walsh is a California-based video game developer with published titles on major platforms and active partnerships with globally recognized talent. Plaintiff is at end-stage development of an ambitious video game, of which has been halted due to Defendant's actions. This action arises from a six-year relationship with Defendant Rokoko Electronics, a motion capture hardware company whose products are critical to animation and game production.

What began as a standard vendor relationship turned sour after to around 40 denied or ignored requests to remedy a simple SONG-BEVERLY turned into a filed small claims suit for no more than replacement hardware or parts (Case No. 25CHSC00490). Plaintiff consented to ODR where Defendant there too refused to participate. Defendant requested mediation, Plaintiff accepted and attempted at least 5 times to settle the matter. Defendant ignored all of them. Plaintiff requested proof of inventory and operations to settle, Defendant half-agreed and then disappeared letting the 48-hour timer expire on the offer. Settlement talks ended.

Plaintiff followed through with his weeks-long promise to bring a civil case for damages, undeterred, Defendant ignored that as well. Plaintiff began his civil suit and through Defendant's own materials, revealed a broader scheme—an international enterprise allegedly built on deception, fraud, and the unauthorized commercialization of user-created intellectual property. At its core: a "burn-and-pay" venture capital model

that cyclically seeks yearly multi-million dollar influxes by openly misappropriating creative work.

Defendant allegedly operates a single enterprise with two distinct roles:

(a) The Left Hand:

- Sells motion capture gear to creators who produce proprietary animation.
- Actively avoids and declines warranty, refunds, replacements or repairs.
- Simultaneously harvests that proprietary animation without consent:
  - Strips metadata to disassociate it from it's owners copyright.
  - Uses data to train AI and build derivative tools for monetization.
  - Pitches it as an asset to secure millions in investor funding.
  - Misappropriates it—including to a Parallel Company under common control and to third parties.
- Maintains a valuation of $80M despite a frustrated customer base and a sinking reputation due to poor equipment quality, lack of support and service.

(b) The Right Hand:

- Markets and sells products built on that misappropriated data.
- Lures a separate class of investors into a second, coordinated venture built on the same stolen content.

This Complaint seeks damages for direct harm, protection of Plaintiff's copyrighted work, and judicial recognition of systemic misconduct harming creators, investors, and platforms alike.

Notably, Defendant's board includes the former VP of Unity and the current Head of Roblox Studios—raising serious concerns about the downstream use of improperly acquired data. Defendant's own materials confirm a pipeline between user-generated content and enterprise commercialization. Defendant has accepted and welcomed these members and other members of the board as being involved in this matter forthcoming. *"You have involved our Board of Directors and they are now also briefed on the case and fully behind us, whichever route we choose to take. We are ready to go to trial, if needed."*

Plaintiff reserves the right to amend this Complaint as discovery reveals additional facts, parties, and harms.

GENERAL ALLEGATIONS

(1) Defendant is an international corporation which designs, manufactures and sells motion capture systems for (but not limited to) video game studio, animation studios, movie studios, etc.

(2) Plaintiff is a video game developer with title(s) under licensing by Nintendo® in about 42 different countries and pending deals with Sony® and Nintendo® and Valve®. Plaintiff's video game is contractually bound with numerous celebrities: world famous musicians, world famous actors as well as a plethora of lesser-known actors who rely on this production for income and professional growth in the industry.

(3) Plaintiff sued Defendant in this Court hoping for some attempts at settlement or resolution, however, Defendant ignored every attempt and as Plaintiff warned Defendant for months that a civil case for damages would follow if resolution was not reached, it has now been filed.

(4) Due to Defendant's illogical refusal to resolve the matter over nearly 8 months, even with no cost to them, Plaintiff began researching into why they would spend money on a lawyer one month before Court instead of just replacing Defendant's hardware they destroyed.

(5) Plaintiff uncovered alleged systemic widespread legal violations including but not limited to fraud and deception of consumers and investors alike with readily-available, public evidence that is textbook express admission against interest.

(6) Plaintiff uncovered Defendants alleged fraudulent enterprise. Along with a high degree of attractive marketing, it produces and sells shoddy motion capture hardware to creators with nearly no support, fraudulent and unconscionable warranty

terms and no path to repair, then misappropriates and infringes upon that intellectual property without authorization; strips the metadata from the copyrighted works, and misappropriates it by selling it to third-parties, allegedly Fortune 500 companies and also one of which is a Parallel Company which is just Defendant's company rebranded.

(7) Defendant's seemingly true business model is misleading investors and consumers to make well beyond $100M, not producing any substantive product as a core business model.

(8) To attract investors: Defendant openly admits to misappropriating and infringing upon intellectual property from creators, erasing their copyright metadata, and monetizing it for companies looking to train artificial intelligence without any knowledge or authorization or opt-out measures by consumers.

(9) Defendant's enterprise, including the Parallel Company seems to be a dual-book operation. Defendant receives massive VC investments (2025's round is $25M) to both Defendant and their Parallel Company at the same time.

(10) Consumers as well as investors of both investment vehicles are lured by materially false statements such as a "global-presence", "100 employees", "teams of employees in [various world cities]" and a market share that does not reflect reality. Defendant knew at all times those statements are provably and unequivocally false. Defendant admits to all of these actions in their own terms of service and investor decks,

while consumers are left hurting from spending high-dollar amounts on hardware that breaks with no path to repair, replace or refund; or hardware they simply never receive – because Defendant does not have hardware to sell.

(11) When requested during ODR for Defendant to prove they have hardware inventory by video, they responded *"I would be happy to show you our inventory and a product, but we use a third party logistics provider for warehousing and logistics services, so we do not have finished goods at our offices."*, which is demonstrably false using UPS shipment labels back and forth between the Parties, all coming from that specific office location and all provided by Defendant.

(12) Despite purchasing high-dollar amount equipment that Defendant claims "ships in a week", consumers are left for months or years – without their equipment, their money returned or even communication by Defendant; all while Defendant makes $100M+ just in VC investment alone on top of non-performant sales.

(13) Plaintiff is one of those consumers: lured by false advertising, a false brand image, a false market share and false statements, sold hardware that Defendant destroyed and refused to repair, replace or refund even during support windows. Unfortunately, Plaintiff trusted Defendant's presence and claims and in the end, had his video game production materially halted and delayed due to Defendant's failure to perform. Plaintiff is seeking damages for future losses.

(14) On or about May 6th, 2025, Plaintiff alleges Defendant spoliated key evidence from this case. Proof and evidence of the spoliation is present in the thirteenth cause of action "FRAUDULENT CONCEALMENT".

(15) On or about May 7th, 2025, Plaintiff made a express admission against interest that they (a) know Plaintiff cannot work without their equipment and (b) are withholding Plaintiff's right to replacement of that equipment under SONG-BEVERLY unless Plaintiff drop all causes of action against them (see: first cause of action)

FIRST CAUSE OF ACTION:

TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

1. **COMMERCIALIZATION IS IMMINENT, DEFENDANTS ACTIONS HALT COMMERCIAL MOMENTUM.**

   The commercialization and monetization of Plaintiff's video game is not circumstantial, it is factually imminent, as Plaintiff is a video game developer with title(s) already released on major video game platforms (Exhibit 139).

2. Nintendo has sent notices of the missed deadlines due to Defendant's delays (Exhibit 28).

3. Plaintiff's video game is of high quality, a very large scale and ambitious production and is trademarked (Exhibit 140) and functionally complete aside from cinematic and gameplay animations and unfinished voice acting which first relies on animation to be completed for audio/movement synchronization.

4. Video games require animations, Plaintiff cannot complete the animations without Defendant's equipment being operational. They have refused to comply with Song-Beverly for about 14 months at the time of filing, leaving Plaintiff's production halted and causing lost momentum, economic harm and loss of strategic positioning in terms of release dates to avoid competitors release date conflicts.

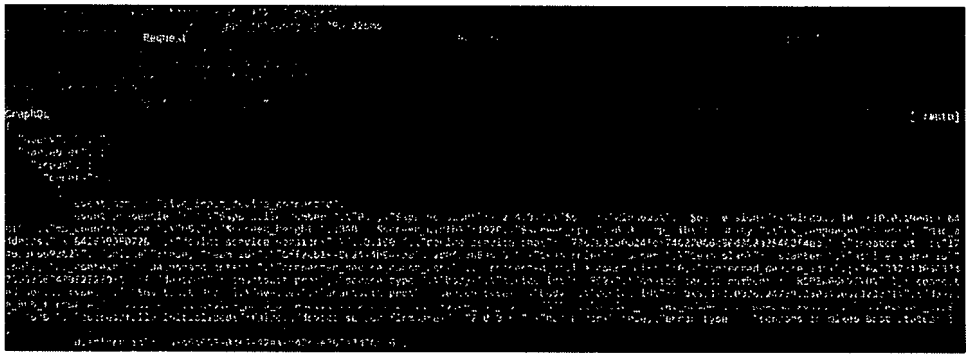
5. **DEFENDANT DEFINITIVELY KNOWN OF ECONOMIC HARM**

Plaintiff alleges that Defendant knew at all times that Plaintiff was producing a video game and asserts Defendant even offered a discount on hardware in exchange for social media posts on various channels of Plaintiff's. Plaintiff complied numerously (Exhibit 131) in a way that was unavoidable to Defendant's knowledge.

6. Plaintiff alleges that Defendant was aware of Plaintiff's video game, it's professional productions (Exhibits 106 - 131), it's economic prospects and that it has valid contracts between notable actors, notable musicians, and that the video game in question has been assigned SKU's by Nintendo® (SKU: **HAC-P-BCV4A**) and by Sony® (SKU: **CUSA34165_00**) for licensing.

7. **WILLFULL CAUSATION OF DIRECT HARM**

Plaintiff alleges that Defendant defrauded him and countless other consumers out of parts, repair, replacement, support and in-warranty repairs. Purposely misdirecting Plaintiff away from a resolution using false diagnostics. Plaintiff asserts Defendant at all times secretly and instantly received exact causes of failures (Exhibit 57) and lied twice (Exhibit 175, 176) to avoid repairs.



"successfully_initialized":false

"device_sensor_firmware":"2.0.0.-r"

"has_error":true

"error_type":"sensors_in_mixed_boot_states"

8. **DEFENDANT KNOWINGLY CONTINUED TO HARM PLAINTIFF POST-LITIGATION**

On or about May 5th, 2025, Plaintiff made about his 41st and final demand for replacement hardware with a time limit for remedy (Exhibit 167) as a response, Defendant made a express admission against interest in which he openly admits knowing Plaintiff cannot continue his economic pursuits, and is using that as a coercive lever, a sword and a shield.

9. On or about May 7th, 2025, Defendant responded (Exhibit 168) and stated :

"However, sending you motion capture equipment without having closed the entire case is not an acceptable solution for us, if more claims and actions from your side will continue."

"We will therefore offer to send you what you have listed below on the condition that this closes the case immediately."

"we are willing to go further and help you get quickly back to your projects"

"That will allow both you and us to go back to work, which ultimately should be the goal."

Plaintiff responded appropriately (Exhibit 169, 170).

10. **<u>UNRECOVERABLE DAMAGES SUSTAINED BY PLAINTIFF</u>**

Plaintiff alleges that his video game production has experienced unrecoverable damages due to Defendant's willful violations of the SONG-BEVERLY Act and reckless indifference to foreseeable harm, and as such, Plaintiff's video game production has materially stopped progressing towards release. *"Even lawful conduct becomes unlawful if the motive is improper — i.e., reckless indifference to foreseeable harm."* (*Pacific Gas & Electric Co. v. Bear Stearns & Co.* (50 Cal.3d 1118))

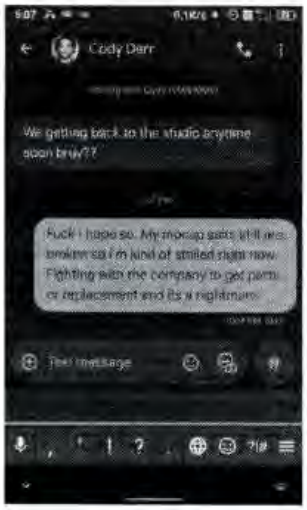
11. Plaintiff asserts that the video game production being unable to complete cascades into additionally linked economic potential such as:

a) Plaintiff has been in early-stage discussions with a production partner regarding adaptation of his IP into a multi-episode streaming series (Exhibit 124) intended for platforms such as Amazon or Hulu. These deals are largely predicated on a coordinated dual-asset release, which has been delayed and materially disrupted due to the production halt caused by Defendant's actions.

b) Plaintiff has merchandise deals (Exhibit 122, 125), in which customers have already provided payment or orders.

c) Plaintiff scheduled the release of books (Exhibit 125), of which orders have already been received.

12. Plaintiff asserts this game is a financial and professional provider to *many* people; of which some contracted specifically for the central goal of this production succeeding. Well known involvements include Ron Wasserman, Alexis Mincolla, Dino Cazares, Fear Factory, among many others. Participants, cast, crew, actors and artists alike have been dually harmed:



13. **MEASURABLE LOSS OF COMMERCIAL MOMENTUM AND HALTED PRODUCTION STATES**

14. Similar game productions such as Plaintiff's (Indie production, AA quality, game scope and size) can expect $9M - $18M for moderate success, $30M+ in success.

15. Plaintiff's economic prospects are not unfounded and are not unrealistic, especially given the scope, quality (Exhibits 119 – 121), size, story (Exhibit 112), famous and well known cast and crew (Exhibit 115), licensing agreements with Nintendo® and Sony® and pending Microsoft® on multiple platforms.

16. Plaintiff asserts that every day his production sits idle, with the story, graphics, characters, concepts, mechanics, gameplay foundation and other intellectual property visible for the world to see; is another day that Plaintiff may have competing products and competing studios vying to copy his creations and innovations.

17. Plaintiff asserts that every day his production sits idle, after having had a live premiere event (Exhibit 105) and after having media coverage by IGN (Exhibit 106); that the public gains growing distrust over Plaintiff's ability and capacity to release a title such as this.

18. **DEFENDANT HAD DOZENS OF CHANCES TO MITIGATE DAMAGES, PLAINTIFF HAD NONE**

Plaintiff alleges that if Defendant had made parts available, repaired or replaced the hardware as the law requires, Plaintiff would have minimized the delays to his production, which had already been announced to the public, had held a live premiere event (Exhibit 105) and even received media coverage including but not limited to free promotion by arguably the largest game news network in the world, IGN (Exhibit 106),

19. Plaintiff could not at any one time simply just rent new equipment and continue with production, as if it was an automobile. The equipment Defendant provides is highly specialized, requires extraneous setup and requires a steep learning curve by multiple crew members post production, animators, game developers and more. Plaintiff would essentially be required to re-tool, re-educate and re-learn the core of his business and production functions; which no reasonable person would do especially given the reputation, capacity and quality that Defendant presents in their advertisements and purported operational standing.

20. Plaintiff alleges that if Defendant had simply performed their duties under the SONG-BEVERLY Act, they would have mitigated their damages and Plaintiff's.

21. Plaintiff asserts common causation between Defendant's failures and Plaintiff's losses is undeniably established given basic facts and logic.

SECOND CAUSE OF ACTION:

VIOLATIONS OF SONG-BEVERLY ACT

22. **PLAINTIFF IS A PROTECTED CONSUMER UNDER SONG-BEVERLY**

Plaintiff is a protected consumer under CIV § 1798.140(i) which states *""Consumer" means a natural person who is a California resident, as defined in Section 17014 of Title 18 of the California Code of Regulations, as that section read on September 1, 2017, however identified, including by any unique identifier.".*

23. **REFUSES PARTS AND REPAIR, REPLACE OR REFUND**

Defendant is a customer of Plaintiffs, having trusted the advertising, global presence and false advertising, however, the experience has been less than savory and has caused material harm to Plaintiff while simultaneously violating the SONG-BEVERLY Act.

a) On or about September 2020, Plaintiff was enticed by Defendant to move to their platform and offered a discount to do so in exchange for

social media promotion and spent around $6,000 initially.

b) The first suit was faulty and needed replacement on arrival.

c) Finally in January 2021 Defendant shipped the gloves making the unit(s) functional.

d) The gloves began disintegrating after only a few uses (Exhibit 133)

e) Less than 1 year after Plaintiff purchased his suit, Defendant began selling it's successor unannounced and unbeknownst to Plaintiff who would have waited.

f) Plaintiff experienced near constant problem(s) with the equipment and was contact with Defendant fairly often.

g) Defendant released their new software "Rokoko Studio" plaintiff began using that platform.

h) On or about March 2023, Defendant released a firmware update through the new software which was mandatory. That update destroyed Plaintiff's suits by causing the sensors to be programmed with faulty code. Plaintiff would later come to learn it was likely

intentional (Exhibit 47) as Defendant knowingly released a firmware update (version 7.2.3.0-94) which the developers specifically noted: *"This breaks compatibility with older hub + glove FWs"*

i) Technical logs showed clearly that the sensors were throwing individual error codes (Exhibit 94) and the logs showed the hub had been poisoned with firmware that caused communication failures:

[27/3/2023 22:26:10.830095] INFO: Checking hub version...
[27/3/2023 22:26:10.847530] INFO: HUB version 2.0.0 or higher!!
[27/3/2023 22:26:15.546706] WARNING:
rkk_usb_cdc_interface::read_port(): Warning! Length missmatch 784 == 1250

j) Plaintiff reached out to Defendant for assistance who after multiple delays, finally instructed Plaintiff to purchase "wires" from them to repair the suit. Plaintiff did so, the problem was not solved. Plaintiff would come to learn, Defendant at all times knew the sensors were the problem, as their software secretly transmitted that exact diagnosis to them without Plaintiff knowing (Exhibit 57).

k) On or about September 27th, 2024, Plaintiff told Defendant they would not support his equipment even though the support period had 3 days

left on it. (Exhibit 128, 129), a clear violation of SONG-BEVERLY which requires repair, replace or refund.

l) On or about November 21st, 2024, Plaintiff asked for parts since Defendant refused to repair. Defendant said they do not produce or stock parts (Exhibit 127) which is a clear violation of SONG-BEVERLY which requires parts to be "made available" for 7 years from last manufacture date of a **product or type**.

m) Defendant removed support for the Smartsuit 1 in Rokoko Studio. Now, Plaintiff's suit is updated to a firmware incompatible with the legacy software, and will no longer work in the new software, rendering Plaintiff's purchase entirely useless.

n) Plaintiff attempted to purchase parts multiple times., Defendant refused every time and instead multiple times simply offered a discount to purchase all new equipment so they could continue profiting off failed hardware they caused.

o) Eventually Defendant, after facing potential legal consequences, attempted to offer used parts from a defunct suit, however, those parts never materialized.

p) Plaintiff attempted endless resolution with Defendant, even with their COO who also promised resolution but missed about 6 deadlines, each one with promised legal escalation. Defendant failed every possible attempt at resolution, each one a violation of the SONG-BEVERLY Act which requires parts to be made available, repair, replace or refund. Defendant denied all of those, even under notification of the law (Exhibit 135, 136).

24. **ILLEGAL WARRANTY AND REFUND TERMS**

Defendant sells hardware products to consumers with a 1 year warranty (Exhibit 61) and 30-days money back (Exhibit 63, 3), however, Defendant starts the 30-day warranty on the date of purchase NOT the date of receipt (Exhibit 13). (*"Warranty start dates based on sale rather than delivery violate consumer protection statutes." Murillo v. Fleetwood Enterprises, Inc. (17 Cal.4th 985))*

25. **UNCONSCIONABLE TERMS AGAINST SONG-BEVERLY**

Defendant goes so far in just one paragraph to vastly act against nearly every protection SONG-BEVERLY and immediately and specifically destroy the warranty, unbeknownst to the purchaser, via unconscionable contract terms:

10. DISCLAIMER OF WARRANTIES

10.1 You understand and accept that your use of the services is at your sole risk and that the services and software are, to the maximum extent permitted by applicable law, provided "as is" without warranty of any kind. In particular, we, our subsidiaries, holding companies and affiliates, and their licensors, do not represent or warrant to you that: (a) your use of the services will meet your requirements, (b) your use of the services will be uninterrupted, timely, secure or free from error, (c) any information obtained by you as a result of your use of the services will be accurate or reliable, and (d) that defects in the operation or functionality of any software provided to you as part of the services will be corrected.

26. Further, Defendant even attempts to shield themselves from liability in case their actions or equipment damages itself or other equipment buyers own:

10.2 Your use of the services is at your own discretion and risk and you are solely responsible for any damage to your computer system, or other device, or loss of data that results from such use.

27. Defendant specifically and categorically denies any liability for unmerchantability or fitness of the products they sell which is an absolute violation of CA Civ. Code § 1792 which guarantees merchantability of consumer goods:

10.3 To the maximum extent permitted by applicable law, you further expressly disclaim all warranties, terms, and conditions of any kind, whether express or implied, including, but not limited to any implied warranties, terms, and conditions of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement, with respect to the services.

THIRD CAUSE OF ACTION:

FALSE ADVERTISING

CA BPC § 17500

28. Plaintiff reiterates and realleges the claims brought under the causes of action for "Fraudulent Misrepresentation to Investors" and "Violation of Song-Beverly" as they directly contain evidentiary matter of intentional false advertising; and asserts that:

"Businesses can be held liable for deceptive conduct even if the consumer did not rely on the misrepresentation — only that the misrepresentation was likely to deceive." (People v. Dollar Rent-A-Car Systems, Inc. (211 Cal.App.3d 119))

29. **ADVERTISING WARRANTY, CONTRACTING IT IMMEDIATELY INVALID**

Plaintiff alleges Defendant sells high-dollar products with an express warranty, yet revokes it via unattached and unconscionable contract terms such as stating that consumers automatically disclaim all warranties, express or implied:

> 10.3 "To the maximum extent permitted by applicable law, you further expressly disclaim all warranties, terms, and conditions of any kind, whether express or implied, including, but not limited to any implied warranties, terms, and conditions of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement, with respect to the services.

30. Plaintiff alleges that Defendant further revokes all warranties, yet advertises their existence and validity to consumers, and instead in unconscionable contract terms states the products are sold "as-is without warranty of any kind"

10. DISCLAIMER OF WARRANTIES

10.1 You understand and accept that your use of the services is at your sole risk and that the services and software are, to the maximum extent permitted by applicable law, provided "as is" without warranty of any kind. In particular, we, our subsidiaries, holding companies and affiliates, and their licensors, do not represent or warrant to you that: (a) your use of the services will meet your requirements, (b) your use of the services will be uninterrupted, timely, secure or free from error, (c) any information obtained by you as a result of your use of the services will be accurate or reliable, and (d) that defects in the operation or functionality of any software provided to you as part of the services will be corrected.

31. **CONTRACTING OUT OF LIABILITY FOR RELIANCE ON FALSE ADV.**

Plaintiff alleges that Defendant knowingly engages in false advertising to the extreme point that Defendant admits the existence of it's false advertising and even attempts to shield themselves from liability stating they are not responsible for *"any loss or damage ... incurred ... as the result of (i) any reliance ... on the completeness, accuracy or existence of any advertising"*.

11.2 You expressly understand and agree that we, our subsidiaries, holding companies, representatives, and affiliates, and their licensors shall not be liable to you for any loss or damage which may be incurred by you, including loss or damage as a result of: (i) any reliance placed by you on the completeness, accuracy, or existence of any advertising, or as a result of any relationship or transaction between you and us or any developer, advertiser, or sponsor whose advertising appears in the services; or for any permanent or temporary cessation in the provision of the services; (ii) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services; (iv) your failure to provide us with accurate account information.

FOURTH CAUSE OF ACTION:

DECEPTIVE BUSINESS PRACTICES

32. Plaintiff reasserts and reiterates his arguments from the other causes of action in this Complaint which in themselves all constitute or have a causal link to deceptive business practices.

33. **MODIFYING TERMS ANYTIME WITHOUT MUTUAL ASSENT**

Plaintiff alleges Defendant offers a two-party contract to consumers who purchase or use their products and then changes the material terms of that contract, at will, at any time, with no mutual assent as required by Cal. Civ. Code § 1580. Consent is not mutual, unless the parties all agree upon the same thing in the same sense.

34. Plaintiff alleges Defendant clearly and openly admits to violating Cal. Civ. Code § 1580

> 12. AMENDMENTS
>
> 12.1 We reserve the right to amend any terms and conditions of this Contract and Unknown Limited Health Information. The most recent version of this Contract can be found at https://www.unknown.com/terms.
>
> 12.2 Reasons for amendments may include, but are not limited to, new legislation, regulatory requirements, introduction of new features or changes to our business model.

35. **MODIFYING TERMS 67 TIMES WITH ONLY ONE NOTICE**

Plaintiff acknowledges Defendant has notified consumers of changes, however, only once since Plaintiff has been a customer (since 2019) and yet the terms and conditions have changed constantly (67 times) during that time

with no notice despite only one notification (Exhibit 169) ever being provided to consumers:

Visualization of changes in the terms and conditions at www.rokoko.com/terms :

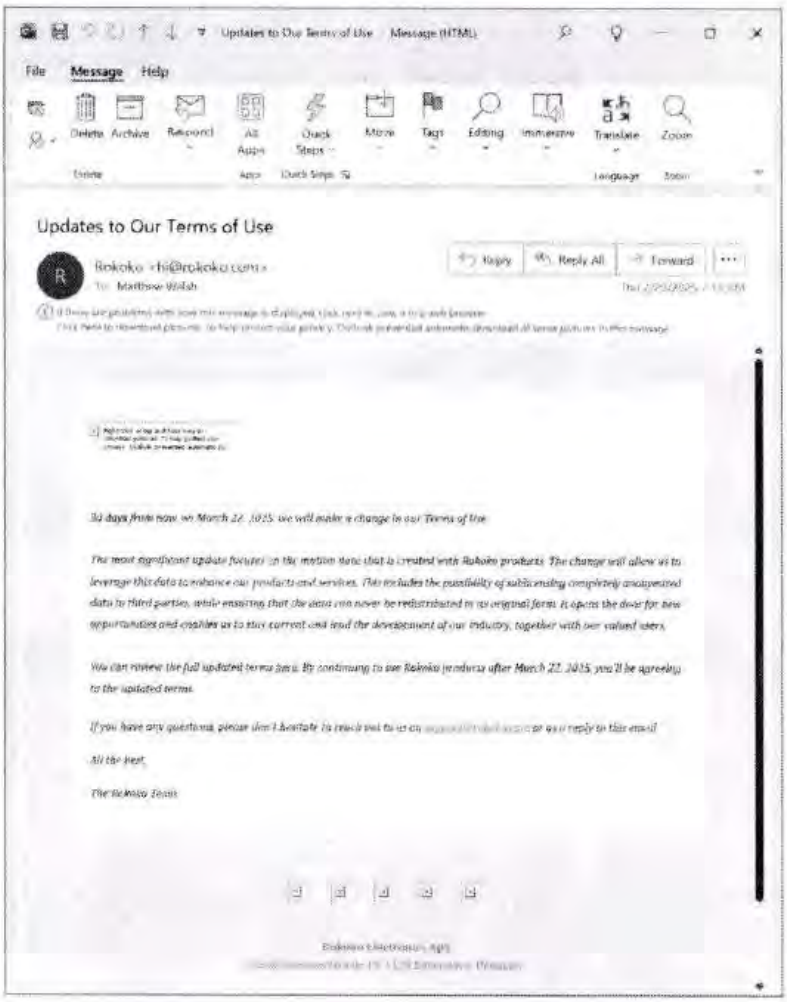
"Parties to a contract have no obligation to check the terms on a periodic basis to learn whether they have changed. A party can't unilaterally change the terms of a contract; it must obtain the other party's consent before doing so… [Posting changes on a website] in this case does not give rise to constructive notice." - (Douglas v. Talk America, Inc., 495 F.3d 1062 (9th Cir. 2007))

"Notice—actual, inquiry, or constructive—is the touchstone for assent to a contract, and the resulting enforceability of changed terms in an agreement." (Stover v. Experian Holdings, Inc.) (Stover v. Experian Holdings, Inc., 978 F.3d 1082 (9th Cir. 2020).

"Safeway's unilateral modification of the Special Terms without notice to the customer was ineffective." - Rodman v. Safeway Inc., No. 11-cv-03003-JST (N.D. Cal. 2015)

36. **INTENTIONAL OBFUSCATION OF UNCONSCIONABLE TERMS**

Defendant purposely attempted to comply with noticing requirements while simultaneously obfuscating or hiding the nature of the changes by summarizing the changes in very small, almost cursive font (a clear violation of DMCA §1202(a)) violating CA Code Regs. Tit 10 Sec 6452 and meeting the criteria of fraud by concealment.



37. Plaintiff alleges Defendant purposely constructed this notification e-mail unreadable due to it's contents as this is the only time – ever – that Defendant has used this font in any e-mail message. This is clear deceptive marketing and is in clear violation of Cal. Code Regs. Tit. 10, § 6452 – ("Accessibility and Readability")

38. Plaintiff asserts, this e-mail (Exhibit 169) contains a express admission against interest which openly states and proves beyond a reasonable doubt (a)

Plaintiff's claims against Defendant in regards to the intellectual property, contract and warranty claims are accurate and (b) That Defendant willfully performed these actions and that (c) Defendant intended to deprive Plaintiff and consumers of their rights under the threat of economic coercion or economic distress.

"Duress by economic pressure may be wrongful, and thus actionable, even if the party exerting the pressure is pursuing a legal right." – (Rich & Whillock, Inc. v. Ashton Development, Inc. (1984) 157 Cal.App.3d 1154, 1159:)

"If a party uses its superior bargaining power to impose oppressive terms, courts may find unconscionability or coercion." – (Tarquin v. MyUncleTV, Inc. (2022) 82 Cal.App.5th 209:)

39. **SECRETLY RECORDING AND TRANSMITTING IP & TELEMETRY**

Plaintiff alleges, that the notification to the terms of service, was 2/20/2025, however, Defendant had been secretly receiving user data, telemetry and intellectual property without any notification or authorization since 2019 even through their "Rokoko Legacy" application (Exhibits 29 – 60).

FIFTH CAUSE OF ACTION:

UNFAIR COMPETITION

40. Violating any law (Right to Repair Law (CA BPC 1793.03), CLRA) automatically triggers CA BPC 17200, which prohibits any unlawful or fraudulent business act or practice.

41. As required for CLRA, a 30-day notice was sent in or about June 2025 by certified mail (Exhibit 37).

SIXTH CAUSE OF ACTION:

VIOLATION OF CLRA

42. CLRA requires clear, advance disclosure of material terms that affect a purchase—especially warranties, repair rights, and data use. Burying it in an unacknowledged web page is strict noncompliance.

43. All foregoing acts constitute unlawful, unfair, and fraudulent business practices under Cal. Bus. & Prof. Code §17200, including but not limited to false advertising, breach of warranty, and deceptive contractual inducement.

SEVENTH CAUSE OF ACTION:

MISAPPROPRIATION OF INTELLECTUAL PROPERTY

44. **ADMISSION AGAINST INTEREST FOR LONG PLANNED IP THEFT**

Plaintiff alleges Defendant manufactured, marketed and sold a product under entirely ulterior motives to consumers, but always made investors aware (Exhibits 79, 82, 82, 83):

a) Defendant has used the name "Rokoko Care" since at least 2016 in conjunction with motion capture. (Exhibit 79)

b) In or about 2015, Defendant used Kickstarter to fund a project called "Salto", a motion capture system.

c) In or about 2022, Defendant raised $3M of capital (Exhibit 86, 87) on an investor pitch deck which specifically admits to taking intellectual property and misappropriating it to other sources such as Robotics and Automotive (Tesla, Volkswagen, Mercedes-Benz, BMW, Ford), their Parallel Company, Facebook/Meta and more. (Exhibits 83, 81)

d) With the facts set forth in the cause of action "fraudulent misrepresentation to investors", it is clear that dual-use intent with

premeditated parallel plans have occurred as one enterprise.

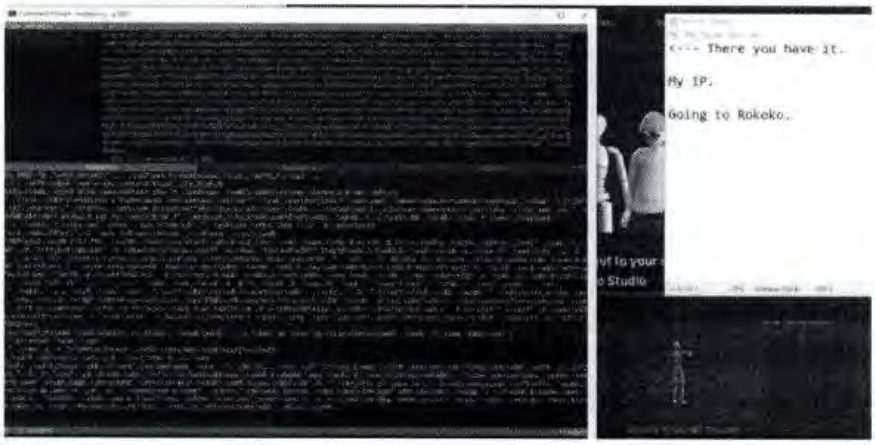
45. **NO MUTUAL ASSENT, EXPLICIT ADMISSION AGAINST INTEREST OF IP THEFT**

On or about February, 20th 2025; as detailed in paragraph 34: Defendant notified consumers of changes to the public terms of service page. Those changes, specifically outline that Plaintiff and other consumers protected, copyrighted, intellectual property are no longer their own. This is a clear violation of 17 U.S.C. Section 107 and the modification of that data to obscure the copyright is a violation of DMCA §1202(b)(1), DMCA §1202(b)(3)

> 34. You agree that we may collect and use (i) User Content, (ii) metrics regarding your use of the Services, and other analytics, how you use the Services, which shall be referred to as "Usage Data", (iii) technical data, and (iv) aviation information that is gathered periodically, (a) to provide the Services, (b) to improve the Services, including developing new features, services or improving existing features, functionality or products, to facilitate the provision of updates, for product support purposes, (c) to improve any other services or products provided by the Company and (d) to aggregate this to third parties in an anonymized form never to be reidentified in its original form except for the purposes of analytics and improvement of aviation products.

46. Defendant created a collaborative add-on to their software, called 'Teams', where animation data can be shared between various collaborators. This is a paid subscription service. However, even without 'Teams' enabled and without a valid subscription, Defendant still transmits the intellectual property to their servers (Video exhibit 173 at 12:13) without opt-in, terms and conditions (Exhibits 159-164, (Video exhibit 173 at 16:03)) or notification or consent of any kind.

47. Defendant admits in their terms and in their investor deck (2022) that they collect and use your intellectual property (Exhibits 78 - 87) – property you have created, likely have paid to produce with extreme costs of time and money – without your consent and sell it to a third party (aka their Parallel Company) against DMCA §1202(b)(3). The data is sent to Defendant's systems secretly, without user knowledge or opt-out (Exhibits 161-166, (Video exhibit 173 at 12:13), (Video exhibit 171)), as shown below:



48. **DISREGARD FOR REASONABLE EXPECTATION OF PRIVACY**

Defendant ignores the reasonable expectation of privacy that Plaintiff and other consumers expect when recording themselves, actors or others –

especially for projects or products which may be of a confidential, commercial nature, or work-for-hire in which the consumer never had rights to reassign.

a) Defendant claims their products are used by massive productions and companies (Netflix, Call of Duty, The Last of Us, Lil Nas X, etc.); companies which often have strict NDA agreements to prevent their IP from being leaked, used, or resold under any circumstances. Companies which have strict guidelines and NDA's in place for their productions. Defendant admits that they take IP and use it for their own ends, including resale.

49. **DEFENDANT HAS OPT-OUT ABILITIES BUT REMOVED IT FOR USERS**

Defendant at all times knew that an opt-out was a requirement, and even went so far as to build it in their software, but never allow users to actually disable reporting:

[redacted]

[redacted]

```
Offset(h) 2A 2B 2C 2D 2E 2F  Decoded text
00000000  6C 65 6D 69 74 5F  {"analytics":{"enabled":true},"connect":{"limit_
00000030  6C 73 65 2C 22 65  user_tracking":false,"player_opted_out":false,"e
00000060  65 6D 2C 22 64 79  nabled":true},"performance":{"enabled":true},"dy
00000090  72 75 65 2C 22 74  namic":{"coreBusinessMetrics":{"enabled":true,"t
000000C0  68 6F 75 6C 64 43  imeToWaitForUserInfoS":60},"analytics":{"shouldC
000000F0  6E 66 6F 53 22 3A  ollectAutomation":true,"timeToWaitForUserInfoS":
00000120                     60}}}
```

"PLAYER_OPTED_OUT" = FALSE

"LIMIT_USER_TRACKING" = FALSE

"SHOULDCOLLECTAUTOMATION" = TRUE

50. **<u>DEFENDANT STRIPS METADATA</u>**

Defendant openly admits to "anonymizing the data" which means stripping identifying metadata from the IP, making a clear example of liability. Proof that metadata existed, then was stripped and then uploaded to Defendant's servers is documented in: (Video exhibit 173 at 11:59)

"DMCA liability attaches if metadata was removed with the knowledge that it would conceal infringement." – (Stevens v. CoreLogic, Inc. (899 F.3d 666))

51. **<u>DEFENDANTS CONTRACT RENDERS ITSELF VOID AB INITIO</u>**

Further, even if the Court did find that Defendant's right to change the material terms of the agreement were valid and just; Defendant's own words render the changed terms of the agreement now and forever in the future void ab initio:

[redacted]

a) In Defendant's own contractual agreement, in which Defendant named "Terms", on a website page Defendant named "terms"; Defendant specifically states:

*"**you further disclaim** all warranties**, terms and conditions of any kind"***

and even continues

"**including, but not limited to** any implied warranties, **terms,** and conditions of merchantability…"

i. Whether the wording was intentional or not, the meaning is clear and the ambiguity can only be interpreted in the way it is written, in favor of the reader, not the drafter per the contract interpretation doctrine, aka, California Civil Code § 1654 which states *"Any uncertainty in a contract is interpreted against the drafter."*

ii. In Defendant's own words, all consumers, including Plaintiff, agreed upon purchase and use of the services of Defendant that they disclaim all terms and conditions. Plaintiff agrees and accepts not being bound by their terms and conditions in perpetuity.

52. **PLAINTIFFS IP WAS MISAPPROPRIATED WITHOUT PRIOR AUTHORIZATION**

Plaintiff used Defendant's products from 2019 – 2025, arguably only a handful of times as the product failed repeatedly, however, Plaintiff produced during those handful of times around 450 separate animations.

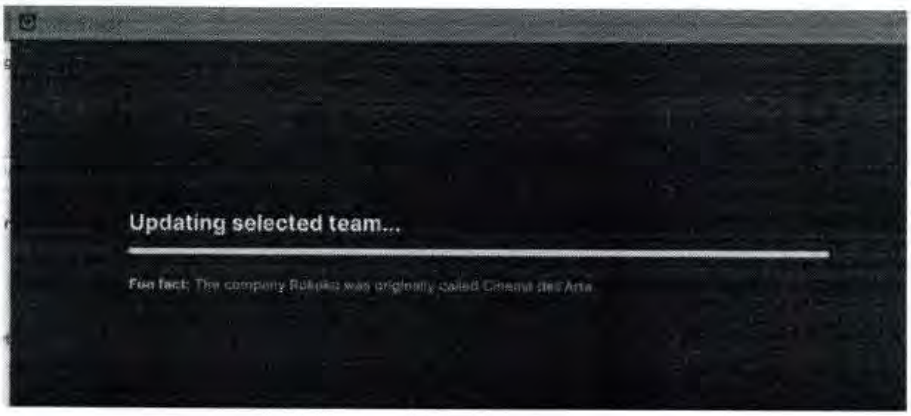
53. Plaintiff never agreed to the changes in the terms and conditions. In fact, there are none visible to the user at any time (Video exhibit 173 at 15:26) – only for the IP theft to be secretly happening (Video exhibit 173 at 11:37) by the very tools he relies on and paid a flat price to purchase with no conditions of use pertaining to sharing of any information violating DMCA §1202(b)(3).

Full historical terms visible at:

https://web.archive.org/web/20201022141612/https://www.rokoko.com/terms

54. As the binding terms of the agreement are void ab initio by Defendant's own actions, inactions and specific directives, that logically means that Defendant has received no consent to use the intellectual property collected from any consumer including Plaintiff. Yet, they continue to do so:

this dialog, post-litigation was changed to "updating team" to obscure the true activity of IP misappropriation:



55. Plaintiff alleges that Defendant is using his intellectual property, without permission, to train intelligence models under their mutual enterprise (branded as their Parallel Company). In fact, Defendant defined this specific plan in 2022 to investors and raised over $3M from it (Exhibit 86). Further, Defendant includes in their terms peculiar wording to dissuade consumers

from using their own IP for a competing task against Defendant:

> 5.4 You may not use any assets obtained or provided under this agreement for the purpose of developing, training or enhancing machine learning models/or AI models or algorithms, whether for commercial or non-commercial purposes, without the express written consent of the Company.

56. IN FACT, their Parallel Company's website admits they use the stolen IP to train artificial intelligence multiple times:

a) *"Using AI-based computer vision technology, we can live-track users' exercises as they stand in front of their phone"*

b) *"Coco Care stems from Rokoko and a long technology journey"*

57. The Parallel Company even states their 3-step path to get to where they are today, which involves a middle step – Defendant – and Plaintiff's intellectual property.

"On that journey, we've gone from using large motion capture studios – like those you see in Hollywood movies – ***to sensor-based suits*** *and today to motion capture that works solely with a smartphone. The result is that it's never been easier to track users' movements and give them live feedback. "*

58. **SELF-GRANTING RIGHTS WITHOUT ANY LEGAL ENTITLEMENT**

Defendant further granted themselves retroactive and perpetual royalty-free, sublicensable, worldwide, non-exclusive rights to Plaintiff's intellectual property in their invalid contract:

> 6.3 You retain all rights to your User Content and are responsible for protecting those rights. You herein grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right to access, use, copy, and modify any intellectual property rights that arise in connection with the User Content, Usage Data and any other Data related to you (if any), solely for the purposes of providing the Services and to exercise such other rights, which are explicitly set out in these terms. All User Content is to be fully anonymized and never distributed in its original form from any subcontractor or third-party licensor.

59. Plaintiff alleges, Defendant at all times knew they were violating intellectual property laws, insofar that they:

a) Attempted to shield themselves from proxy liability in the event the true owner of a work for hire or IP production brings legal action against the creator of the works:

> 6.8 You agree to indemnify us against any claim, loss, damage, liability, or expense in connection to the User Content you have uploaded using the Services.

b) Were aware at all times that organizations would employ animators who would not hold personal ownership over the intellectual property

> 3.4 Where the Customer is an organization and where the end User is not the same as the Customer, the Customer warrants that all necessary intellectual property rights have been obtained from the End User.

60. **SUPPORTING CASE LAW**

"Indirect or contributory infringement still counts if a party facilitates or

turns a blind eye." (A&M Records, Inc. v. Napster, Inc. (239 F.3d 1004))

61. *"Even linking to infringing content or enabling it creates exposure." (Perfect 10, Inc. v. Amazon.com, Inc. (508 F.3d 1146))*

EIGHTH CAUSE OF ACTION:

INTELLECTUAL PROPERTY INFRINGEMENT

62. Plaintiff reiterates and realleges the facts and allegations set forth in the sixth cause of action.

63. **FRAUDULENT INTENT INVALIDATES CONTRACTS**

The fraudulent intent behind Defendant's terms and conditions shall not shield Defendant from liability in this cause of action: *"Fraudulent inducement invalidates entire contracts" (Engalla v. Permanente Medical Group (15 Cal.4th 951))* and *"Contracts that are procedurally and substantively unconscionable are unenforceable in part or whole." (Armendariz v. Foundation Health Psychcare (24 Cal.4th 83))*

64. **ADMISSION AGAINST INTENT FOR IP INFRINGEMENT**

Defendant plainly and clearly admitted to using stolen intellectual property

and even have attempted to shield themselves from liability in case anyone discovers it:

> 4.5 No use of the Services or User Content may: (i) infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or any other intellectual property rights, or rights of publicity or privacy; (ii) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to liability of any kind; (iii) be fraudulent, false, misleading, or deceptive; (iv) be defamatory, obscene, pornographic, vulgar, or offensive; (v) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) promote violence or actions that are threatening to any other person; or (vii) promote illegal or harmful activities or substances.

yet within the same terms they admit they do just that:

> 3.4 You agree that we may collect and use (i) User Content, (ii) metrics regarding your use of the Services, including evaluating how you use the Services, which shall be referred to as "Usage Data", (iii) technical data, and (iv) related information that is gathered periodically, (a) to provide the Services, (b) to improve the Services, including developing new features/Services or improving existing features, technologies or products, to facilitate the provision of updates, for product support purposes, (c) to improve any other services or products provided by the Company and (d) to sub license this to third parties in an anonymized form never to be redistributed in its original form strictly for the purpose of developing and improving their services or products.

and attempts to shield themselves from 3rd party claims:

> 4.6 You agree to inform us promptly about any legal complaint, claim or action related to the User Content you have uploaded using the Services.

or lawsuits involving any party over intellectual property claims using their products:

> 4.6 You agree to inform us promptly about any legal complaint, claim or action related to the User Content you have uploaded using the Services.

65. **ACTUAL INFRINGEMENT OCCURRED**

Plaintiff alleges Defendant offers no way to opt out of the use of their copyrighted intellectual property, even though they built opt-out modes into the software, without allowing users to disable data sharing. Defendant's software then secretly transfers all data and information to them without any

knowledge of the user:

66. Further, Defendant Plaintiff's personal information (name, e-mail, etc.) to a third party (ui-avatars.com) without authorization:

if Plaintiff would have provided an image of his face, this third party would receive that information and host it in an insecure manner, allowing anyone access to biometric data.

67. **SATISFACTION OF IP INFRINGEMENT REQUIREMENTS**

Plaintiff has already shown causal logical links between:

a) Defendant and their Parallel Company being one enterprise,

b) AND consumer's ("Plaintiff's") intellectual property being harvested by Defendant,

c) AND Defendant's own claims that they sell the intellectual property to a third party,

d) AND that third party being Defendant's own Parallel Company

e) AND that Parallel Company admitting they used that data for production

f) AND that Parallel Company sells a product, for a profit, based on Plaintiff's data.

g) AND that no valid agreement exists between the Parties for sharing IP data.

68. To satisfy a claim for IP infringement, two sets of criteria must evaluate true:

a) **Registration:**

i. **Ownership:** Plaintiff has proof of the source of the material he owns. (Exhibit 137)

ii. **Validity**: Plaintiff's work is novel and non-obvious.

iii. **Claim Construction**: Used without permission, used with admission.

b) **Proving Infringement:**

i. Direct Infringement: Defendant used it without authorization.

ii. Indemnity: Defendant admits the source (Plaintiff) and the destination (their Parallel Company) multiple times.

iii. Evidence: Well prepared

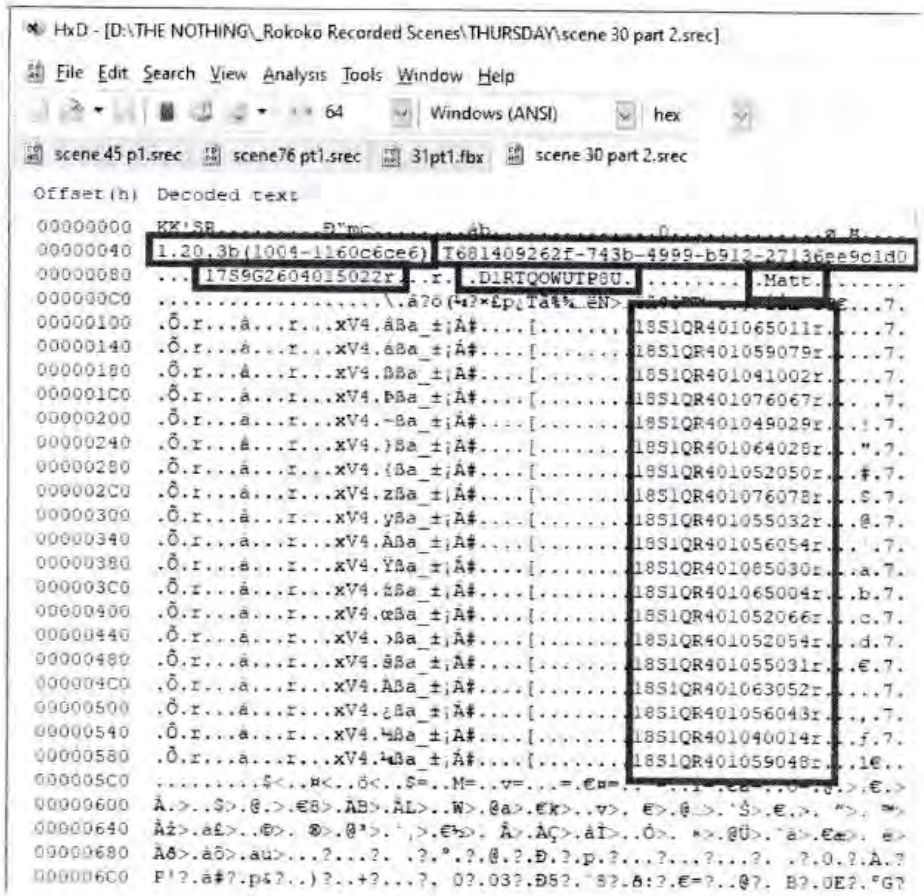
69. Plaintiff argues that Defendant's own statements acknowledging their intent to collecting, using, relicensing and/or selling the intellectual property of consumers (namely Plaintiff); and their Parallel Company's own statements acknowledging receipt of that intellectual property and the use of it, constitutes an admission against interest and therefore Plaintiff requires no burden of proof as Defendant has proven it prima facie and therefore Defendant cannot contract their way out of copyright law. *(Specht v. Netscape, 306 F.3d 17 (2d Cir. 2002), Balsam v. Trancos, Inc., 203 Cal.App.4th 1083 (2012), ProCD v. Zeidenberg, 86 F.3d 1447 (7th Cir. 1996))*

NINTH CAUSE OF ACTION:

VIOLATION OF DMCA § 1202

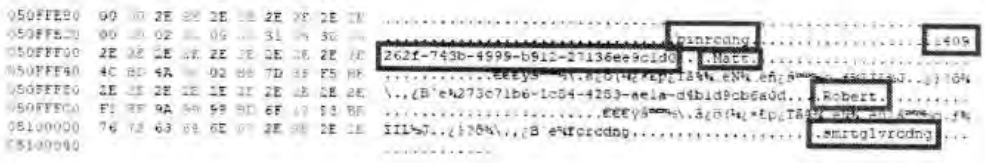
70. **VIOLATION OF DMCA DUE TO STRIPPING OWNERS METADATA**

Plaintiff asserts that each and every individual animation (his intellectual property) contains metadata information which clearly identifies the author by name ("Matt") the version of software that was used to create it, a globally unique identifier, serial number(s) specific to this hardware:



(Exhibit 141)

Additional metadata located at the end of the file (Exhibit 142) indicating other people who are in the scene performing as well.



71. Plaintiff asserts that Defendant secretly transmits users metadata even outside the intellectual property so that they at all times know the author and owner of the intellectual property:

72. Defendant admits within their own terms and conditions that they modify and/or remove this metadata to make it "fully anonymized", a punishable violation of U.S.C. § 1203(c)(3)(B)

> 6.3 You retain all rights to your User Content and are responsible for protecting those rights. You hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicenseable right to access, use, copy, and modify any intellectual property rights that arise in connection with the User Content, Usage Data and any other Data related to you (if any), strictly for the purposes of providing the Services and to exercise such other rights, which are explicitly set out in these Terms. All User Content is to be fully anonymized and never distributed in its original form from any subcontractor or third party licensee.

TENTH CAUSE OF ACTION:

UNCONSCIONABLE CONTRACT TERMS

Cal. Civ. Code § 1670.5

73. Plaintiff alleges that Defendant modified material terms of a mutual agreement and inserted terms which are unconscionable such as:

74. **RESERVATION OF FOLLOWED BY IMMEDIATE REVOCATION OF CONSUMER RIGHTS**

Defendant may modify "any intellectual property rights that arise [to your intellectual property]" which is unconscionable as the begins with "your retain all your rights to [intellectual property] <period>"; the clause then becomes contradictory, enabling Defendant to revoke or change those rights. Both statements written in a specific order with an intentional buffer to distract the consumer from the real intent.

> 6.4 You retain all rights to your User Content and are responsible for protecting those rights. You hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right to access, use, store, and modify any intellectual property rights that arise in connection with the User Content, Usage Data and any other data created for you or stored on your behalf for the purpose of providing the Services and to exercise such other rights, and perform such acts, as are necessary for us to deliver the Services. All User Content is to be fully anonymized and stored separately in its relation to any other information of third-party licensors.

75. Defendant declares in which ways Plaintiff can use his own intellectual property creations while simultaneously denying Plaintiff the ability to use his own IP in the exact same way that Defendant does; constituting substantiative unconscionability (CA Civ Code § 1670.5).

> 5.4 You may not use any assets obtained or provided under this agreement for the purpose of developing, training, or enhancing machine learning and/or AI models or algorithms, whether for commercial or non-commercial purposes, without the express written consent of the Company.

a) Plaintiff purchased the equipment, paid in-full, outright from Defendant entirely without restrictions as is the case with likely the vast majority of consumers buying Defendant's equipment (they don't offer lease options or rentals) which therefore constitutes procedural unconscionability under CA Civ Code § 1670.5

76. It is entirely unconscionable for Defendant to redefine "Intellectual Property" as "User Content"; considering both phrases are both comprised of two words, almost equal length, and yet one word is definitive and the other word is ambiguous unless the re-definition was noticed earlier in the document.

> 3.4 You agree that we may collect and use (i) User Content, (ii) metrics regarding your use of the Services, including evaluating how you use the Services, which shall be referred to as "Usage Data", (iii) technical data, and (iv) related information that is gathered periodically, (a) to provide the Services, (b) to improve the Services, including developing new features/Services or improving existing features, technologies or products, to facilitate the provision of updates, for product support purposes, (c) to improve any other services or products provided by the Company and (d) to sub-license this to third parties in an anonymized form never to be redistributed in its original form strictly for the purposes of developing and improving other services or products

a) It is further unconscionable that Defendant knowingly sells a product which:

i. Record a consumers movements

ii. AND is sold to video game producers, film makers, animators; all knowledgeably skilled people

iii. AND are likely in a professional setting or capacity in which the product is often confidential, work for hire or not definitive under fair use under 17 U.S.C. Section 107.

b) A high-level understanding of the technology is that it performs the same overarching function that the video camera in your cell phone does. In fact, your cell phone can perform the same functions and generational output of usable motion capture data that Defendant's product can. Yet – the maker of your phone camera does not own your images, videos, recordings; you do (17 U.S.C. Section 107). Yet, unconscionably, Defendant takes it one step farther and asserts unconscionable worldwide, non-exclusive, royalty-free, sublicensable rights to your intellectual property – in perpetuity:

> 6.3 You retain all rights to your User Content and are responsible for protecting those rights. You hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right to access, use, copy, and modify any intellectual property rights that arise in connection with the User Content, Usage Data and any other Data related to you (if any), strictly for the purposes of providing the Services and to exercise each other rights, which are explicitly set out in these Terms. All User Content is to be fully anonymized and never distributed in its original form from any subcontractor or third party licensor.

77. It is unconscionable to sell a product with a 1 year warranty (Exhibit 61), only offer 30-days money back (Exhibit 63), begin that money-back guarantee the minute you pay not when you receive the item (Exhibit 23), ship the item weeks, months, or years (Exhibit 4) later, leaving the consumer unable to return the item under any circumstances.

("Warranty start dates based on sale rather than delivery violate consumer protection statutes." Murillo v. Fleetwood Enterprises, Inc. (17 Cal.4th 985))

78. ADVERTISE A WARRANTY, SECRETLY CONTRACT ITS IMMEDIATE DEMISE

It's unconscionable to sell a product with a 1 year warranty (Exhibit 61)

> We are committed to providing top-quality products and ensuring your satisfaction. We are pleased to offer a 1-year warranty on all electronic components of the Smartsuit Pro II, which includes sensors, the hub, and cables. This warranty is effective from the date of delivery.

and then immediately enact contractual terms upon purchase that retract that very same warranty unilaterally:

> 10. DISCLAIMER OF WARRANTIES
>
> [redacted]
>
> 10.3 To the maximum extent permitted by applicable law, you further expressly disclaim all warranties, terms, and conditions of any kind, whether express or implied, including, but not limited to any implied warranties, terms, and conditions of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement, with respect to the Services.

79. CONTRACTING YOUR WAY OUT OF FALSE ADVERTISING LAWS

It's unconscionable to advertise a product falsely, then insert terms into a mutual contract which state that if a consumer believed those advertisements

and experienced any losses or damages, Defendant is not liable:

> 11.2 You expressly understand and agree that we, our subsidiaries, holding companies, representatives, and affiliates, and their licensors shall not be liable to you for any loss or damage which may be incurred by you, including loss or damage as a result of: (i) any reliance placed by you on the completeness, accuracy, or existence of any advertising, or as a result of any relationship or transaction between you and us or any developer, advertiser, or sponsor whose advertising appears in the services; or for any permanent or temporary cessation in the provision of the services; (ii) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services; (iv) your failure to provide us with accurate account information.

80. **DEMANDING ARBITRATION WITH CONTRACT THAT CHANGES AT WILL**

It is unconscionable to reserve the right to change a contract at any time, while simultaneously demanding arbitration. Defendant cannot wield the omni potential for contractual change while also chilling access to the courts and controlling dispute resolution creating a king vs commoner imbalance of power. *"Because Blockbuster reserves the right to change the contract at any time without notice, the contract is illusory and the arbitration provision unenforceable." (Harris v. Blockbuster Inc., 622 F. Supp. 2d 396 (N.D. Tex. 2009))*

> 14. VENUE AND APPLICABLE LAW
>
> 14.1 The Terms and our relationship under the Terms shall be governed by the laws of Denmark without regard to its conflict of laws provisions. Any dispute arising out of or in connection with the Terms, including any disputes regarding the existence, validity or termination thereof, shall be settled by simplified arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Notwithstanding this, you agree that we are allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction without providing security.

CAUSE OF ACTION:

ILLEGAL DEPLOYMENT OF CODE & PRIVACY VIOLATIONS

CFAA§ 1030, Cal. Penal § 502,

81. Plaintiff created, enabled and actively uses a secret backdoor within Plaintiff's software which allows them to send remote client-side code of any type, directed not only at Plaintiff but at any specific user, and execute it at will on that users machine without authorization or their knowledge (Exhibit 49). This code can be of malicious intent if so deemed.

This violates constitutes clear violations of:

a) The Computer Fraud and Abuse Act (18 U.S. Code § 1030)

b) Electronic Communications Privacy Act (18 U.S. Code § 2510 et seq.)

c) California Penal Code § 502

d) California Invasion of Privacy Act – (Penal Code § 631 et seq.)

e) California Consumer Privacy Act (CCPA)

82. **TRANSMISSING IP & TELEMETRY DATA WITHOUT AUTHORIZATION**

It is unconscionable to force users intellectual property (Exhibits 56, 35, 36, 38, 53) and telemetry usage (Exhibits 30, 31, 32, 33) to your cloud services,

without any opt-in or out-out or user notification whatsoever, in fact, it's illegal under Civil Code § 1798.120 which states *"(a) A consumer shall have the right, at any time, to direct a business that sells or shares personal information about the consumer to third parties not to sell or share the consumer's personal information. This right may be referred to as the right to opt-out of sale or sharing. (b) A business that sells consumers' personal information to, or shares it with, third parties shall provide notice to consumers... that this information may be sold or shared and that consumers have the "right to opt-out" of the sale or sharing of their personal information."*

ELEVENTH CAUSE OF ACTION:

FRAUD IN INDUCEMENT TO CONTRACT AND PURCHASE

83. Plaintiff reiterates and realleges through the causes of action herein, that consumers were provided an alternate reality from actuality and at all times Defendant knew it would be relied on so that they could defraud those individuals of intellectual property and monetary resources alike while simultaneously forcing them to agree to unconscionable terms and conditions without any knowledge of those conditions whatsoever.

"A defendant's intent to defraud is inferred if the misrepresentation was made

with reckless disregard for its truth." Lazar v. Superior Court (12 Cal.4th 631)

TWELTH CAUSE OF ACTION:

FRAUDULENT MISREPRESENTATION TO INVESTORS

84. **ALTER EGOS: TWO INVESTMENT VEHICLES, ONE ENTERPRISE**

Plaintiff alleges, the Parallel Company shared a common name with Defendant (Rokoko Care vs. Rokoko), however, likely to shield liability, it was renamed to Coco Care and then Coco. The website address www.rokokocare.com simply forwards to the new website for the rebranded Parallel Company www.cococare.io proving a literal technological link between the companies (Exhibit 134).

85. Plaintiff alleges that Defendant operates two distinct investment vehicles (Exhibit 95, 96) which utilize the same office space (Exhibit 95, 96, 65), the same staff (Exhibit 80,144-157), the same ownership (Exhibit 80,144-157), shared intellectual property (Exhibit 75-87). In fact, Defendant references this in their investor pitch deck (Exhibit 75-87) and for these reasons and others in this cause of action, they are one in the same: a singular enterprise.

"*Among the many factors to be considered in applying the doctrine are the*

commingling of funds and other assets of the two entities, the holding out by one entity that it is liable for the debts of the other, the identical equitable ownership in the two entities, the use of the same offices and employees, the use of one as a mere shell or conduit for the affairs of the other, inadequate capitalization, disregard of corporate formalities, lack of segregation of corporate records, and identical directors and officers." (*210 Cal.App.2d 825 (1962)*)

86. Plaintiff alleges Defendant's separate vehicles each **receive separate venture capital investments** simultaneously yet that money yields different returns and different risks for investors, all while vast sums of money go to the same endpoints, almost entirely in the pockets of the company officers and board (Exhibit 99).

87. On or about May 5th, 2025 Defendant made admissions against interest (Exhibit 143) in stating:

a) **""Care" evolved as a research project in Rokoko. "**

Defendant admits the so-called 'separate' entity originated directly within Rokoko, sharing research, staff, IP, and infrastructure—making it a continuation, not a break.

b) ***"When the project matured, it was spun off as a separate legal entity along with the tech that the Care team had developed."***

Defendant confirms the core intellectual property used in the 'Parallel Company' was developed within Rokoko, before any formal corporate separation—satisfying multiple elements of corporate veil piercing, including shared assets and non-arm's-length transfers.

c) ***"Today, it has no affiliation with Rokoko"***

Defendant concedes there *was* affiliation prior to VC funding.

d) ***"we therefore also required that "they" changed the company name to avoid confusion"***

Defendant (Mikkel Overby) openly admits to deliberately rebranding the same tech, developed under the same roof, by the same team, using the same IP—confirming an effort to obscure continuity and mislead public perception of separation and they did it precisely 7 months ago (Exhibit 157)

e) ***"All parties involved from including the team, legal counsel and accountants will confirm this."***

Defendant admits all involved parties, across both entities, are the same—lawyers, accountants, and operational staff—satisfying legal

tests for common control, commingling, and unity of interest under the Alter Ego doctrine.

88. **DEFENDANT MADE FALSE STATEMENTS AGAINST INVOLVEMENT, EVIDENCE PROVES OTHERWISE**

Defendant's COO Mikkel Overby, after being provided the civil complaint, stated: *"we therefore also required that **"they"** changed the company name to avoid confusion*. He attempted to paint the entity as unique, however, his name is continuously mentioned in the same role (Exhibits 144 - 156), and alongside the same owners and board mentioned in the investor pitch deck; and even posts about it himself on LinkedIn (Exhibit 148).

89. In addition to numerous pieces of evidence that tie Rokoko to Rokoko Care (aka Coco), Trifork Investments, a new ~22% shareholder of Defendant's specifically named the owners and the COO Mikkel in a press release (Exhibit 154) and admits that they *"bring deep insights into physiotherapy, along with advanced motion capture technologies"*, such as the kind Defendant developed using misappropriated intellectual property before creating a separate investment vehicle for new venture capital money.

90. Additionally, Trifork (~22% shareholder) also stated *"**Rokoko Care evolved from Rokoko**, a tech company with a decade of experience in motion capture and customers in over 100 countries"* (Exhibit 155). This statement from a

quarter shareholder is a bona fide express admission against interest.

91. Plaintiff alleges a coordinated scheme between multiple entities to solicit funds through misrepresentation, all while operating as a singular enterprise under different names, satisfying the Alter Ego Doctrine.

"The purpose of the alter ego doctrine is not to protect every unsatisfied creditor, but rather to prevent misuse of the corporate form in circumstances where adherence to the fiction of separate corporate existence would sanction a fraud or promote injustice." (39 Cal.3d 290 (1985))

92. **MISREPRESENTATION AFFECTS INVESTORS AND CONSUMERS THROUGH CAUSATION**

Plaintiff alleges that by misrepresenting to investors to gain over $100M in VC funding (Exhibit 97, 98), using that funding for vast marketing campaigns and these findings being omnipresent in public while consumers research and shop for high-dollar equipment like that of the Defendant's, consumers, like Plaintiff are equally as harmed due to the causal misrepresentation that would never be possible if not for the ill-gotten gains. *"A misrepresentation made in a business context, even if not directly part of the product transaction, is actionable if it induced the plaintiff's reliance and caused injury." (Lazar v. Superior Court, 12 Cal.4th 631 (1996)). "Economic injury from relying on a false representation, even indirectly, satisfies standing under UCL." (Unfair*

Competition Law (UCL, CA BPC §17200))

93. **FRAUDULENT FINANCIAL STATEMENTS**

Defendant's own financial statements show they paid their staff $8m millions of dollars more than their revenue in 2023 (Exhibit 99). In 2022, their revenue was 32M DKK (and staff was paid $4.8M).

94. Defendant's financial statements (Exhibit 100) shows falsities claiming property, manufacturing plant(s) and equipment despite no physical locations of any kind, equity investments in other group entities, inventories of 37M DKK ($5.6M) and 30 DKK ($4.5M) (respectively despite having no warehouse or inventory of any kind and only 1.3M DKK ($197k) banked cash (2023), claiming a total in assets of 106M DKK ($16M)

95. Defendant's financial statements (Exhibit 99) claim 4M DKK ($606k) (2023) and 3M DKK ($455k) (2022) respectively for depreciation on property (they have none), a plant (they do not possess one) and equipment (they have no physical locations with any equipment).

96. **PREDICATE ACTS SATISFY RICO**

Plaintiff alleges Defendant committed predicate acts described elsewhere in this complaint and additionally under 18 U.S.C. § 1961(1) as the acts described herein were committed through electronic means, emails, pitch

decks, website and interstate communications.

97. Further, Plaintiff alleges Defendant engages in money laundering (18 U.S. Code § 1956) by selling stolen intellectual property from their company to their Parallel Company, despite being a unified enterprise under the guise of a fake sale (prohibited under 18 U.S. Code § 1956(a)(1)(B)). Defendant admits this openly in their terms of service.

98. Plaintiff reserves the right to assert a claim for civil RICO under 18 USC 1962 upon the discovery of additional evidence supporting such a claim of racketeering activity.

99. **FALSE FRONTS AND STATEMENTS MISLEAD INVESTORS INTO GLOBAL PRESENCE WITH INFLATED WORKFORCE**

Plaintiff alleges Defendant operates false-fronts to confuse and deceive investors and consumers alike. Defendant as early as 2016 has claimed they are foremost based in San Franscisco and still claim to this day to have offices in Copenhagen (Exhibits 65, 66, 67, 68), Athens (Exhibits 71, 72, 73), Los Angeles (Exhibit 73) as well as San Francisco (Exhibits 69, 70). Defendant, to this day, further claims they have "teams" at these major-city worldwide locations (Exhibit 74). Defendant claims to have 80 employees yet their financial reports state only 45 as of 2023 (Exhibit 101). Statements that were made to investors in a pitch deck that raised $3M in 2021 and cites raising

$7M in 2019, $3M in 2022, $25M in 2023:

100. Defendant's Copenhagen office is a 900 sq. ft. basement with no visible loading access, no apparent infrastructure for servers or production equipment, and is located behind a locked gate. As shown in (Exhibits 65–68), the exterior has remained closed and inaccessible since at least 2016 — directly contradicting Defendant's repeated claims to investors and consumers of a staffed, operational headquarters at that location.

101. **NO OFFICES, NO EQUIPMENT, NO INVENTORY, NO PRODUCT TO SELL**

Plaintiff, in arbitration for case number "25CHSC00490" made a pre-settlement request, for video proof of inventory. Defendant stated it is not possible to show proof of inventory because they do not keep finished goods at their offices; despite their website (Exhibit 64) and shipping labels (Exhibits 90-93) stating the contrary.

> Matthew, I would be happy to show you our inventory and a product, but we use a third party logistics provider for warehousing and logistics services, so we do not have finished goods at our offices.
>
> 05/02/2025 7:03 am

f) On or about May 1st, Plaintiff demanded a 48-hour window to prove operational infrastructure and inventory exists, Defendant did not comply and ceased communications until May 5th, where he stated that he did not show the office because it was the weekend.

102. Based on the evidence collected, it seems Plaintiff sells their products on false pretenses to consumers who believe the company has equipment readily for sale (Exhibits 2, 4, 5, 6, 22, 23, 24) yet Defendant simply collects funds, misleads consumers about shipping dates, refuses refunds (Exhibits 2, 4, 13,

15, 22) and waits until financially viable to execute production runs of non-existent products.

103. **SATISFACTION OF FRAUD**

To prove fraud in California, there is a need to satisfy all 4 prongs of qualification:

g) **A single false statement of material fact:**

i. "We have 100 employees" – False (Exhibit 101)

ii. "We have offices in Los Angeles" – False (Exhibit 73)

iii. "We have offices in Athens" – False (Exhibit 71)

iv. "We have offices in San Francisco" – False (Exhibit 70)

v. "We have **teams of employees** at offices in Los Angeles" – False (Exhibit 73)

vi. "We have **teams of employees** at offices in Athens" – False (Exhibit 71)

vii. "We have **teams of employees** at offices in San Francisco" – False (Exhibit 70)

h) **Made with knowledge of it's falsity:**

i. Defendant knows their staff size is less far than 100. (Exhibit 101)

ii. Their Parallel Company knows their staff size is far less than 100 (Exhibit 95).

iii. Defendant stated their staff size was 80 while pitching investments (Exhibit 85) but that year reported as fourty-six (46) (Exhibit 101)

iv. They knowingly sought after unmanned or virtual office/mailbox services for their "offices" (Exhibits 73, 71, 70, 65)

v. They knowingly paid for those mailbox services and used them during their business operations. In fact, they were served at one of them and received those documents.

i) **With intent to induce reliance**

i. Defendant claims they have 250,000 creators using their products as of 2025 (Exhibit 77) an the largest fleet of mocap systems in the world (Exhibit 81)

ii. Defendant promotes with quality, beautiful, trustworthy advertising to lure customers, then openly admits in their terms and conditions, that any reliance on their false advertising is non-actionable. (Exhibit 102)

iii. Defendant has taken over $80M of venture capital money using their widely and proudly displayed "world presence" as a clear sign of growth, stability and capability and clearly designed to induce reliance not only for investors by building false trust, but also to

consumers, like Plaintiff, who believed the ads and their "popularity" when it was demonstrably and materially false.

iv. Defendant has taken venture capital money simultaneously for their Parallel Company using the "success" of their primary venture (Rokoko) as a way to induce reliance of trust to investors.

j) **And causing actual harm or reliance**

i. Consumers like Plaintiff have been mislead by believing the advertising, believing the size of the company and it's growth and considering that as a marker of measurable success both in innovation but increasing market share and functional capacity.

ii. Investors have spent likely well over $130M hoping for returns from a company who lied about the size and locations of their staff, capabilities, purpose, goals, possible returns, their "world presence", their "teams" of workers around the world and even more simply – that their intent is to actually sell, provide and maintain products to consumers; which has been shown to be a falsity in this cause of action.

104. **PLAINTIFF AS A CONSUMER QUALIFIES TO SUE FOR FRAUD**

California law allows a private party (consumer or investor) to sue for fraud when four prongs are satisfied:

k) **Exposed to misrepresentation**: Plaintiff was induced by Defendant's misrepresentations to make a purchasing decision he would not have made otherwise. Specifically, Defendant's publicly disseminated claims — including representations that Defendant employed 100+ staff globally, operated full offices with "teams" in multiple major cities, and had reliable product infrastructure and support pipelines — were material, repeated, and designed to instill confidence in buyers. These representations were not general puffery; they were concrete factual assertions used in both investor pitch decks and consumer-facing marketing, contradicted only in practice and hidden terms and conditions. Plaintiff viewed, relied on, and reasonably believed these representations to be true at the time of purchase. If Defendant did not represent their products int his capacity, Plaintiff would not have purchased from Defendant. Defendant's statements were a primary factor in causing Plaintiff's injury, satisfying the inducement element of fraud as provided in *(Lazar v. Superior Court (12 Cal.4th 631), Engalla v. Permanente Medical Group (15 Cal.4th 951), and Roddenberry v. Roddenberry (44 Cal.App.4th 634))*

l) **Induced by**: Plaintiff spent around $6,000 with no prior experience with the product due to the aforementioned in (a).

m) **Relied on it:** Reiterates (a) and (b)

n) **Suffered Harm**: This is a claim for multiple damages, including but not limited to tortious interference with prospective economic advantage. Harm is well established.

THIRTEENTH CAUSE OF ACTION:

FRAUDULENT CONCEALMENT

105. Plaintiff asserts he is not seeking damages for fraudulent concealment or spoliation only that the Court recognize it, and it's evidence is a matter of record and while making decisions upon this case.

106. Plaintiff alleges on or about May 1st, 2025, Defendant requested arbitration in ODR for the original matter which was moved to civil court.

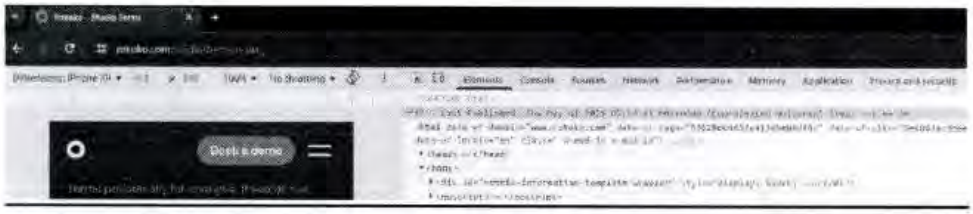
107. Plaintiff, prior to any negotiations demanded proof of operations, staff and inventory, which Defendant declined to provide.

108. Plaintiff hereby reiterates the facts within and admits the ODR chat transcripts onto the Courts record.

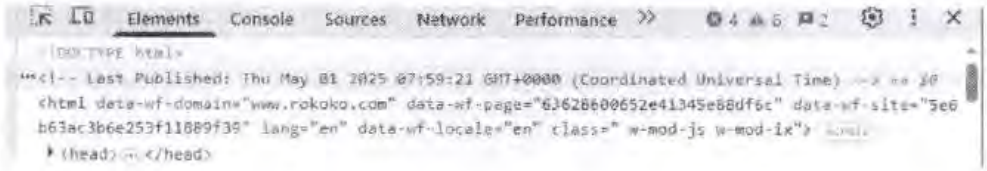
109. **PROOF OF FRAUDULENT CONCEALMENT / SPOLIATION**

Plaintiff alleges that Defendant spoliated key evidence as alleged and shown in the 7th, 8th, 9th and 10th causes of action to make his terms and conditions no longer include self-incriminating admissions against interest as litigation had begun.

110. Plaintiff has retained proof of this event on multiple types of media including but not limited to photo, (Video exhibit 172), recordings, snapshots, third party verifications, etc.



Zoomed in:



111. Defendant's own email notice reinforces this claim, as it clearly outlines that Defendant (a) stated they planned to misappropriate and (b) infringe on that intellectual property and (c) strip metadata from the intellectual property and (c) retroactively modify existing contracts without assent and (d) force Plaintiff and consumers into the agreement "or else" disallow the use of products already purchased and paid in full without condition.

ROKOKO

30 days from now, on March 22, 2025, we will make a change in our Terms of Use.

The most significant update focuses on the motion data that is created with Rokoko products. 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, while ensuring that the data can never be redistributed in its original form. It opens the door for new opportunities and enables us to stay current and lead the development of our industry, together with our valued users.

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.

If you have any questions, please don't hesitate to reach out to us on [illegible] or as a reply to this email.

All the best,

The Rokoko Team

112. This e-mail is a express admission against interest, reinforces Plaintiff's claims of spoliation and fraudulent concealment and resurrects the now deleted unconscionable terms of service through this reiteration and linking of and to the exact evidentiary document in question.

113. **<u>TAMPERING WITH HISTORICAL ACCESS TO CONTRACTUAL MATERIAL</u>**

This terms and conditions page existed in the condition that Plaintiff has indicated in this document prior to May 1st, 2025 and had history dating back to around 2019. However, due to either DMCA takedown, personal request, or robots.txt or another method of soft-takedown. Defendant has removed all historical traces of the prior terms and conditions and now the 2019-2025 history of this page is entirely vanished:

https://web.archive.org/web/20250000000000*/https://www.rokoko.com/studio-term-of-use

114. The evidence in question is the terms of use at the center of the Complaint located at https://www.rokoko.com/studio-term-of-use. Defendant modified this information on or about May 1st, 2025 at 7:59:21 as their website code shows a clear "last published" date and time (Exhibit 158). Issued by their web designer software, uploaded to their server, published on their website, from their staff – by them.

115. Plaintiff asserts, as multiple warnings of litigation had occurred prior, and that Plaintiff had filed a case against Plaintiff that was now active, to which Plaintiff knew or should have known the breadth of, and that Plaintiff willfully suppressed this information with changes to complicate the matter before the Court by fraudulent practices and disrupt the discovery process: the Court should recognize that Plaintiff willfully spoliated critical key evidence.

116. **RULES, PENALTIES AND INSTRUCTION FOR SPOLIATION**

In determining what inferences to draw... the trier of fact may consider whether one party has suppressed evidence." -- California Evidence Code §413

117. "The destruction of evidence... permits an inference that the evidence would have been adverse to the party that destroyed it." (Gaines v. Fidelity National Title Ins. Co., 62 Cal.4th 1081 (2016))

118. "The court may impose a monetary sanction, issue an evidence sanction, issue a terminating sanction... against anyone engaging in conduct that is a misuse of the discovery process." (California Code of Civil Procedure §2023.030)

119. "A party's intentional destruction of evidence relevant to the litigation may support an inference that the destroyed evidence would have been unfavorable to that party." – (Williams v. Russ, 167 Cal.App.4th 1215 (2008))

120. "Intentional destruction of relevant evidence is ***gross negligence or willful misconduct****. The appropriate remedy is dismissal when the loss is irreparable." (****Pension Comm. v. Banc of America****, 685 F. Supp. 2d 456 (S.D.N.Y. 2010))*

121. "When a party's bad faith conduct results in spoliation that completely deprives the other side of a meaningful ability to litigate, ***dismissal is appropriate.****" (****Micron Technology, Inc. v. Rambus Inc.****, 645 F.3d 1311 (Fed. Cir. 2011))*

122. **CORPORATE VEIL SHOULD BE PIERCED**

Defendant in Exhibit 168, openly stated: *"You have involved our Board of Directors and they are now also briefed on the case and fully behind us, whichever route we choose to take. We are ready to go to trial, if needed.".* This statement is Defendant's own action which *"creates a unity of interest and ownership in which the separate personalities no longer exist." (Associated Vendors, Inc. v. Oakland Meat Co. (1962) 210 Cal.App.2d 825, 837)*

123. Plaintiff asserts for the allegations herein including but not limited to the unification of separate personalities into this matter, the claims of fraud, misappropriation, willful ongoing tortious interference conduct and the spoliation of evidence: Defendant's corporate veil should be pierced and not be used allowed shield them, nor their shell corporations, investors, subsidiaries or any natural persons from liability in any manner contained herein.

"Plaintiffs alleged a complex web of LLCs and corporations operated as a single enterprise with a common business purpose, common ownership, and intermingled assets..." (Greenspan v. LADT, LLC, 191 Cal.App.4th 486 (2010))

"When the corporate veil is used to promote injustice, courts will disregard it to reach the responsible parties." (United States v. Bestfoods, 524 U.S. 51 (1998))

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in his favor and against Defendant, and award the following:

1. General Damages in an amount no less than $1,250,000, for lost production, commercial disruption, development delays, and associated opportunity costs resulting from Defendant's breach of warranty, failure to repair, and refusal to honor lawful obligations under California Civil Code §1793.2 and §1794.

2. Restitution and reliance damages in an amount to be proven at trial, but not less than $250,000, for equipment loss, time investment, labor reallocation, and project interruption caused directly by Defendant's willful conduct and misrepresentations.

3. Statutory damages for each act of infringement, pursuant to 17 U.S.C. § 504(c)(1), in an amount no less than $750 and no more than $30,000 per work, subject to proof at trial.

   ($22,500 per work x 30 pieces upheld $675,000 - Sony BMG Music Ent. v. Tenenbaum, 660 F.3d 487 (1st Cir. 2011))

4. Damages for willful infringement in an amount deemed by the Court to be just and proper of no more than $150,000 as provided by 17 U.S.C. § 504(c)(2).

5. Statutory damages for removing or hiding metadata/attribution of IP works as the Court deems just and proper of a sum not less than $2,500 or not

more than $25,000 as provided by 17 U.S.C. § 1203(c)(3)(B)

6. Statutory damages and civil penalties pursuant to California Civil Code §1794(c), up to two times actual damages, based on Defendant's willful and knowing violation of warranty obligations, lack of repair infrastructure, and systemic refusal to comply with California consumer law.

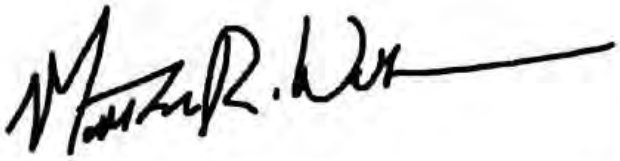
7. Punitive damages in an amount no less than $4,000,000, based on Defendant's fraudulent inducement, willful concealment of repair limitations, deceptive business practices, and reckless disregard for the rights of consumers, artists, and developers who rely on functional equipment to meet commercial deadlines. Plaintiff has satisfied clear and convincing evidence of pression, fraud or malice to satisfy this condition pursuant to CA Civ. Code § 3294

8. Costs of suit, including all filing, service, and litigation expenses borne by Plaintiff.

9. Pre- and post-judgment interest, as permitted by law.

10. Any and all further relief the Court deems just and proper.

Dated this 9th of May, 2025:



Matthew R. Walsh
Plaintiff In Pro Per

3 Reply Award Share ···

Dave_Rokoko • 3y ago

Hi all! I'm David, the technical community manager at Rokoko.
Thanks for asking about this and for those that responded, we're following the thread closely and appreciate the discussion.

After the launch of the Smartsuit Pro II, we've shipped more than 1000 suits to customers and the vast, vast majority are reporting very positive feedback to us. However, there have been some specific features that are not quite released yet, such as elevation tracking, but we're working night-and-day to get that to you as soon as possible. The sensors are significantly better, and are still prone to some magnetic interference (like all IMU sensors on the market). We've never hidden that fact.

My recommendation is to try it out for yourself. We have a 30 day money-back guarantee so if you find that the quality isn't up to scratch, you can return it for a full refund. I'd be happy to help you out personally — feel free to DM me.

3 Reply Award Share ···

RANDVR • 3y ago

I would look at perception neuron 3 instead. Rokoko is terrible quality.

4 Reply Award Share ···

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko user complaining Rokoko took their money, shipped nothing, refused refund.

r/Rokoko • 31 min. ago
beefellington

Ghosted by Rokoko?

I saw a post here in this subreddit a few days ago from someone trying to get a refund from Rokoko for an order that hadn't shipped yet, saying that Rokoko support had effectively ghosted them. I'm not sure where that post went, but I'm now in the same situation.

I made an order, got told by Rokoko that they're delaying shipments to the USA due to tariffs, asked for a refund instead, and have now been ghosted by Rokoko support. They were responsive for all of my questions before I asked for a refund, and now they're nowhere to be found.

Any ideas on what to do? Does anyone know what happened to the poster that had the same issue a few days ago?

Thanks!

2 0 Share

uwork • Promoted

r/Rokoko

Rokoko
A community fo
people who are
& motion captu

Created May 1
Public

1K
Members

USER FLAIR

Suitable-W

RULES

Rokoko creative director on the defense in reddit. Reiterates the 30-day money back policy.

TheJabberwockLives • 8mo ago

I'm biased (creative dir. for Rokoko :)) - but imo we're great haha. Can never understand the hate for our product - sure there will be clean up depending on what you wanna do, but there is cleanup with literally ALL mocap because the chars proportions almost never match your body's proportions. if you want to see how the suit performs I have hours and hours of raw livestreams on the Rokoko YouTube channel using the suit. Also 30 day money back return policy. Also we have a deal for 45% off currently for indies. For what it's worth haha obviously I'm biased again :)

1 Reply Award Share ...

Rokoko user review stating they had not received their suit even after 1 year. Refusal to ship, refusal to refund.

Rokoko

Konstantin Domanov doesn't recommend **Rokoko**
February 22, 2022

My friend and I ordered the suit in October 2021. The money was paid in full - 100%. They still haven't sent us the suit. They cite delivery delays. But I think we are just being deceived. Now I'm starting consultations with a lawyer about the legal side of this case. It is sad.

1 6 comments

Like Comment Send Share

Most relevant

Rokoko
Konstantin Domanov Hi, Konstantin! We're really sorry to hear your experience with us has not been great. As we're sure you know by now, the delays are a direct result of component shortages that has been the issue for the entire industry, not just for... **See more**

3y Like Reply

Konstantin Domanov
My partner Alexander Ogorodnikov placed an order on October 19, 2021. We hoped that the costume would be sent to us at least two months later, due to the disruption in the supply of components, as reported on your website. But it's been over four month... **See more**

3y Like Reply

Rokoko
Konstantin Domanov Hi, again. We're terribly sorry about the impact our delays have had on your work and we understand your frustration. But in order to get any tangible information regarding your order, we kindly encourage you to contact customersuccess@rokoko.com. Social media doesn't deal with shipping, nor do we have access to any information related to your order. The customer Success team will be able to provide you with shipping updates

3y Like Reply

Konstantin Domanov
So is your company going to send us a suit or not?

3y Like Reply

Patrick Giguère
Konstantin Domanov did you get your suit????

1y Like Reply

Valdas Giniunas
Konstantin Domanov still waiting for delivery???

12w Like Reply

Comment as The Next World

Rokoko user calling out Rokoko and threatening a $200M class action against the company for taking money, not shipping and also accusing them of violating the public trust.

← from:CITPrep_Radio rokoko ...

Top Latest People Media Lists

that is insinuating we took advantage of our users is wrong, let alone very far

2 1 3

CITPrep Radio @CITPrep_Radio · Apr 16, 2022

Replying to @hellorokoko

THEY TOOK MILLIONS OF DOLLARS IN PRE ORDERS KNOWING THEY HAD NO PRODUCT TO SELL AND VIOLATED THE PUBLICS TRUST.
ROKOKO DID THIS FOR UP FRONT CAPITAL BECAUSE THEY ARE LOOSING MONEY AND OPERATING AT A LOST AND SOON TO GO BANKRUPT.
@vicon
@noitomocap
@Xsens

Konstantin Domanov doesn't recommend **Rokoko**
February 22

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4 Comments 1 5

Share

mocap system
The first delivery date got set to mid april due to delays because of COVID and Chinese New Year.
In April, I had to ask several time where my gloves are and it took a while till I got a new date Mid - End May
The time passed and another time I received an email and the gloves got delayed till first week of june
They waited till the very last day to send a new email with a final date set by Monday June 14th
Today no email, no further delay and no shipment confirmation
I wait now 5 months, paid the full price upfront and I planned all my projects of my clients around the new delivery dates but each time I had to delay them short notice because they dont reach out informing

Pokia Rou Pokia doesn't recommend **Rokoko**
January 22

Hi
I ordered rokoko suit, and a week ago, I emailed customers service for shipping update, I sent another email, and still no response, now I don't how long I have to wait for my order or whether they started shipping (which is suppose to start this month) and not one is responding to my email. Why is the costumer service communication so bad. I paid a lot of money, this is not a way to treat your customers

1 Comment

Share

Rokoko
2m

WE SHOULD FILE A CLASS ACTION LAW SUITE AGAINST ROKOKO
THEY TOOK MILLIONS OF DOLLARS IN PRE ORDERS KNOWING THEY HAD NO PRODUCT TO SELL AND VIOLATED THE PUBLICS TRUST. WE SPENT $5K FOR A SUITE AND ITS BEEN 5 MONTHS AND STILL NO SUITE
ROKOKO DID THIS FOR UP FRONT CAPITAL BECAUSE THEY ARE LOOSING MONEY AND OPERATING AT A LOST AND SOON TO GO BANKRUPT

Share

1 1 1

CITPrep Radio @CITPrep_Radio · Apr 15, 2022

Replying to @hellorokoko

Class action lawsuit against **Rokoko** on the way $200 million in damages.
#madewithrokoko #mocap

2 3 4

CITPrep Radio @CITPrep_Radio · Mar 21, 2022

Replying to @hellorokoko

Ship the new suits out and we can be the judge of how great it is. #rokoko #rokokoshipping

1

Rokoko users stating Rokoko will not cancel order or ship units and that their equipment is not quality.

hellorokoko
Original audio

terryallan_905 Rokoko is 🗑️
1w Reply

jacken85 How to use your free animations in unreal? They give me errors when I try to import it.
12w Reply

Hide replies

winteryeargames @jacken85 feel free to respond here, i'll help you (not affiliated with Rokoko)
13h Reply

timfox_ Ugh would be cool to finally have one of these
18w 1 like Reply

creamycilantro Your customer service is terrible I ordered wires for my suit weeks ago and never got an email they been shipped. It took an additional four weeks just to get my quote to order them this is not a reliable product most the time sensors don't even work... and all their solutions are bandaid solutions.
33w 2 likes Reply

mega_roma nice that now you have something for indie.. and I qualified. but sadly don't have any money.. so I'll hand-animate for now..
34w 3 likes Reply

film_guy2099 I have been trying to cancel my pre-order for the headcam rig for 2 weeks now and no one will help me, your company has terrible customer service

Search results on Rokoko's official reddit page showing other users had bricked suits, firmware, sensor issues around the same time that Plaintiff did.

r/Rokoko firmware

Posts Comments Media

Relevance All time

Show results from all of reddit →

r/Rokoko · 3mo ago

Could not load device info / can't get sensor data

3 votes · 1 comment

r/Rokoko · 3y ago

Anyone having this bug?

3 votes · 6 comments

r/Rokoko · 3mo ago

[HELP] Smartsuit Pro II – Leg sensors blinking green, stuck in bootloader mode

2 votes · 2 comments

r/Rokoko · 7mo ago

Stuck in Bootloader mode?

2 votes · 1 comment

r/Rokoko · 2y ago

Bootloader problem?

4 votes · 0 comments

r/Rokoko · 2y ago

Issue with Studio software

1 vote · 4 comments

Rokoko user stating the sensors failed and Rokoko support is not available.

r/Rokoko • 3 mo. ago
DarkStoneDigital

Could not load device info / can't get sensor data

I'm having a pretty bad issue here that I'm hoping someone else has experienced. Suit was working fine a few days ago. Then I put it on today and suddenly it will not connect over wifi. If it does it can't find data. Sometimes it will connect and the leg sensors will be wrong and the head sensor will be tilted 90 degrees.

When I connect via USB to my computer, it claims things are fine. Other times it told me it couldn't find data but I took it to my computer upstairs and it seems to connect fine via USB. I try to connect via wifi or hotspot on the suit and it simply wont connect or it will give the sensor issue above.

Other times, I have seen no data but shows the sensors are all there and lit green. Once time all sensors showed off but would randomly flash quickly as yellow or green. I've reset the suit about a million times now and have done a reinstall of the firmware.

I'm at a loss and I'm in the middle of crunch for a project milestone. I've contacted support but they wont be available until tomorrow some time or late tonight (I'm in the US)

So I'm here hoping someone has come across a similar issue and found a fix. I was thinking of going and getting a dedicated router to see if that helps in anyway but my gut tells me its not that. All the sensors look good at first glance. I've been very careful with the suit.

3 1 Share

r/Rokoko • 3 mo. ago
Klutzy-Technology279

[HELP] Smartsuit Pro II – Leg sensors blinking green, stuck in bootloader mode

Hey everyone,

I'm having an issue with my **Smartsuit Pro II** where **the leg sensors are blinking green and seem to be stuck in bootloader mode**. Rokoko Studio **detects the suit**, but **does not recognize the leg sensors** at all.

What I've tried so far:

- ☑ **Swapped cables and sensors** from a working suit – issue persists with the same leg sensors.
- ☑ **Tried multiple reboots and reconnecting sensors** – no change.
- ☑ **Followed the steps on the Rokoko website to reset sensors** multiple times – nothing helped.
- ☑ **Firmware shows as up-to-date** in Rokoko Studio, so I can't force an update.

Has anyone else had this issue? If so, how did you fix it? Is there any way to **force reinstall the firmware** on specific sensors that are stuck like this?

Any help would be greatly appreciated – I need to get this working ASAP!

Rokoko user claiming the same failures as Plaintiff's equipment, support staff unavailable.

r/Rokoko • 7 mo. ago
Jagsywagsy

Stuck in Bootloader mode?

Is there anything I can do to help bypass bootloader mode? I sent in a support ticket but coming from California, their CS hours don't match up and a client project we have is coming down to the wire.

2 1 Share

Rokoko user claiming the same failures as Plaintiff's equipment, support staff unavailable.

r/Rokoko • 2 yr. ago
jeffman12345

Bootloader problem?

I keep having the rokoko mo-cap suit v2 connect for about 15-20mins then all sensors go gray like the bootloader problem on your suppport website while using beta. I have had the cable hooked up during all firmware updates but during one beta installation it crashed after installing the firmware update. Maybe someone can help me out with this? The gloves still work after 20mins but the suit does not. If i restart the beta program the suit works again. When I run inside of studio instead of studio beta without linking to an actor I get the bootloader problem but I will try again.

4 0 Share

Rokoko user experiencing sensor issues, support staff refusing to address it, reiterating the same non-working "fix" they recommended last time.

r/Rokoko • 2 yr. ago
sixthdrop

Issue with Studio software

Hello there!

Our studio acquired the Rokoko Smartsuit Pro 2 in the fall of 2022. However, since then, we have been experiencing issues with the Rokoko Studio application. We are unable to use the Smartsuit gloves together with the Smartsuit Pro, as our arms start randomly rotating. We haven't encountered this type of issue with the legacy software. I have reached out to the Rokoko support team multiple times regarding this problem, but they have only suggested waiting for the next update. The last time they advised waiting for the May update, but it didn't resolve the issue.

Is anyone here facing a similar problem? Could it be possible that we have received a faulty Smartsuit Pro 2?

1 4 Share

Sort by: Best Search Comments

Unhappy-Blacksmith77 • 2y ago

That's some horrible feedback it seems like this suit isn't all that great the foot works great it seems like the issue with the gloves start to cause trouble when it's in front of your body ftmp I would suggest moving anything with magnets

2 Reply Award Share

Unhappy-Blacksmith77 • 2y ago

I think it has to do with your connection or router something is lagging I saw some of the hand movements matched after the lag

2 Reply Award Share

sixthdrop OP • 2y ago

Here is footage how my smartsuit pro 2 performs with and without gloves: https://www.youtube.com/watch?v=Sue9yNv-hgI

1 Reply Award Share

sixthdrop OP • 2y ago

I reached out to support again, and they asked me to provide a log file from the gloves. It appears that there was a hardware issue with them, and they requested that I ship them for warranty.
Issue solved!

1 Reply Award Share

Rokoko customer sharing complaints, claims Rokoko refused to refund. After months of repeatedly requesting a refund, Rokoko finally refunded.

r/Rokoko • 2 yr. ago
Worth_Ability_3808

I Hate My Rokoko Suit

Edit: Finally got refunded August 7th. Tried 3 different methods, team seemed to be out of office pretty frequently. A ton of emails exchanged. Overall I'm just glad I didn't send in the suit to never get a refund, but it took so long that I really believed that was going to be the case for a while. Lost a couple hundred to PayPal fees.

Edit: Been waiting on a refund since May 24th when they received the suit and communicating with their team since May 9th. 😵‍💫 it's currently June 14th. I'll update when it goes through, but it's been a process. They tried to refund me a lot less than I paid so I sent them the invoice which was for around 5k. They tried saying it was for half now and half once they received the suit, but I never got half of the refund. I'm bummed it's taking so long tbh, but I'm hopeful.

Original post: This thing is a trouble shooting nightmare and it's probably the worst money I've spent in my life. I've tested it 3 times and had issues troubleshooting every time, but figured it was something I could fix on my end. Until today when 75% of my censors just stopped working. I found it was a hardware issue. I literally haven't gotten anything usable out of this suit.

This thing has only brought me stress and I may as well have animated from scratch or used something like move ai. It works worse than your free ai mocap tool. I'm just devastated and I wish I could get my money back but according to the refund policy I can't since it's been over 30 days (Really, not even 90?).

Your customer service you have to pay extra money just to talk to a person on the phone 'for a limited time'. I can see why because I'm sure you have a ton of people disappointed in this product. Also doesn't track well with magnets or too much metal in the room? Come on, 🤮

I couldn't even imagine selling this thing to someone with a good conscience. To be fair I actually like the gloves (except they stop working for me if I put anything metal in my hand like an iPhone) but that's sadly the only good thing I can say about it. Don't waste your money on this thing. I wish I did more research on it. If I knew I was paying 5k for a panic attack I would've just not.

You need a dedicated router, a recommended power supply, and if you're using a third party software any plugins you need may cost extra money. For example character creator live link costs $600 on top of the thousands you may spend on the suit. Then to do livestream data you need to pay for a monthly subscription on top of it all. My sleep paralysis demon wears a rokoko suit.

Locked post. New comments cannot be posted.

26 30 Share

Rokoko user claiming they have performed every possible fix, most of the sensors went bad. (around the same time Plaintiff's suit was bricked by Defendant's firmware update)

Nebula480 • 2y ago

As somebody who has purchased the first suit and hated it, the second suit was literally day to night difference with very minimal cleanup. I don't work for this company and they're not paying me but it definitely sounds like you've got a bad suit because I guarantee once you're able to put on the second suit and have it synced up with your software, you'll wonder how you ever did anything without it. I to have had the sensor issue and had to reboot everything.

3 Award Share ...

Worth_Ability_3808 OP • 2y ago

Yeah I tried rebooting everything, reinstalling the firmware as suggested. I even tried it on 3 different computers, two different battery packs, and two different routers. I could have definitely gotten a bad suit it's weird that most of the sensors just went bad.

2 Award Share ...

Customers claiming returns and refunds take a long time along with billing complaints, customer service complaints and claims of "ghosting" and stealing money.

ThatGuyinGray • 2y ago

Man, horror story. Whats the update?

2 Award Share ...

Worth_Ability_3808 OP • 2y ago

Updated original post! Got refunded but it took a really long time and was honestly a pretty frustrating experience overall. I'm just glad after 3 months I got most of the money back.

Currently using move.ai which is giving me better results. I can't really comment on it comparatively to the rokoko suit since I think I received a bad one to begin with. I didn't get a single usable session and troubleshooted for months. Got a usable session with move.ai first try. Cost wise it makes more sense if you have friends with iPhones too. Haven't had to contact their customer service so I can't comment on that. I'm just glad to finally be making progress on a mocap project after being dragged through the mud. 💀

2 Award Share ...

BrokenStrandbeest • 1y ago

Very expensive, flakey piece of crap. I just get angry when I see it hanging, unused.

2 Award Share ...

Worth_Ability_3808 OP • 1y ago

I'm sorry you're dealing with similar issues. 😭 you could try to return it but the process did take a really long time for me.

1 Award Share ...

Hide_9999 • 1y ago

same, didnt have the best experience and neither with their customer service. Also, charging to use the suit after u paid for it...i would never have bought it if i knew i wouldnt be even able to use it without having to consistently fill their pockets

2 Award Share ...

soliddiesel • 1y ago

I never believed all the bad stories about ROKOKO but let me tell you: ROKOKO SUCKS SOOOOOOOOOOOOOO BAD!!!! OMG!!!! Their product is trash! Extremely innacurate! You have to do sooo much cleanup after each recording! And they are complete scams and liars!!! After returning their product(within the 30days) they ghosted all my emails for months. They basically stole my money and then

soliddiesel • 1y ago

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2 Award Share ...

LifeCartographer5535 • 1y ago

I don't like the Smartsuit Pro II. But the OP sounds like a serial complainer.. Just a bit of an over-reaction to get a refund it sounds like lmao.

0 Award Share ...

Worth_Ability_3808 OP • 1y ago

I mean I think if you get a broken product you should either get it replaced or get a refund is that not good business practice? lol hell yeah I complained that was the worst purchase I've ever made. I can't even remember the last time I asked for a refund on something tbh.

1 Award Share ...

LifeCartographer5535 • 1y ago

Like, i kinda agree with you. I was in the same situation, the drift and interference on the suit is a joke. I'm in two minds, because there's lots of people who've used the suit and make insanely good stuff with some cleanup.. Which made me think, is it the suit, or is it me that is the problem. What I hate the most is that they've added an add-on product to solve some of the issues with the suit, but it's like an extra £1000 to get it. I feel that product should be shipped to every customer free of charge, because of the poor quality of the SmartSuit pro II. I wish i had the motivation to be persistent and get my money back too - but, it was my workplace that paid for it, so i could care less lol.

2 Award Share ...

Worth_Ability_3808 OP • 1y ago

Ah fair yeah I run a small business so it's more important I don't waste the money lol. I had

Customer complaining the firmware update bricked the sensors. Other customers stating they had the same issues and had to return.

Typical_Calendar_966 OP • 3y ago

I just updated firmware and suddenly sensors froze . Im using Mac so the windows patch rokoko links in support doesn't work obviously.... Any one knows how to fix this ?

1 Reply Award Share ...

fantabuly • 3y ago

My fix was unfortunately returning the suit and never looking back.

1 Reply Award Share ...

Typical_Calendar_966 OP • 3y ago

Damn ... give me some hope bro

1 Reply Award Share ...

fantabuly • 3y ago

contact support, let them run you through the troubleshoots and they may even suggest getting on a Zoom to do some steps live. They may suggest sending it back to be looked at anyways, so be prepared for that process. Could be the sensors, could be electromagnetic interference in your place and you'll end up hundreds deep trying to swap out Ethernet cables and modem/routers, could be software.

But if we're being honest, I would also consider looking at some of the posts that are common here with people reselling their suits, and the reasons why. It's something to consider... I do wish you the best of luck. I know how excited I was when I finally got mine two months ago, but the problems were just too much.

2 Reply Award Share ...

Typical_Calendar_966 OP • 3y ago

Thanks I'll try my best , Good news is the sensors worked right before firmware update 🙏

1 Reply Award Share ...

Dave_Rokoko • 3y ago

The solution is plug & play but not a magic button to instantly get high quality, which unfortunately causes some users to dismiss the suit as not being viable, even though they only perform one step of the intended workflow. Thankfully it does not take much more than a butterworth filter in Maya or keyframe decimation in Blender - and if necessary - followed by a bit of repositioning with an animation layer to get it to look really good. There's of course

Customer claiming sensors are not working, cables do not fix the issue and customer service will not offer parts, repair or replacement per SONG-BEVERLY

r/Rokoko • 1 mo. ago
Fluffy_Ad8313

Smartsuit pro I missing sensor

Hi hoping someone can help with this as support have told me they can't help me as they no longer service this suit.

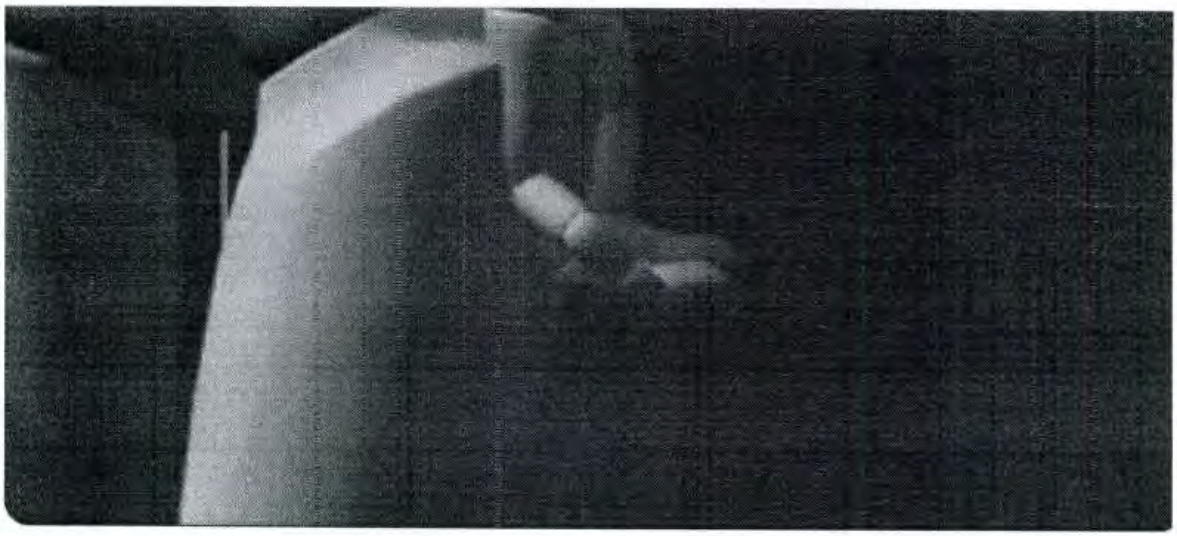
Just bought it off ebay and it came with 2 of the sensors not being recognised. After following the instructions to power cycle, one came back online. The other at the top of the left leg is not coming back on. I have gone through the steps to replace the sensor which didn't work. So I assumed it was the cable and I simply swapped the cable above with the other leg cable but nothing changed which is a bit confusing.

The lights on the sensors are all normal so I'm a bit worried there's an issue with the hub.

Has anyone got any ideas?

1 0 Share

Defendant reaching out to a customer on Reddit advising them they have a sensor failure and to contact support. This shows Defendant monitors customer complaints and product issues but ignores the majority of them.



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✓3/4 Decision makers plan to us

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Search Comments

RokokoTeam • 1y ago

This sounds like a faulty sensor - please reach out to support@rokoko.com for investigation and potential repair

1 Reply Award Share

Rokoko users complaining hardware doesn't work, support delays and deflects and can take weeks to reply. One user complains about sensor errors.

hellorokoko We've just published a deep-dive workflow video showcasing the unique benefits of the Coil Pro – from multi-actor scenes to precise prop interactions. 🎬 See now live on our YouTube channel (link in bio).

P.S. 🕒 Today's your final chance to grab the Coil Pro with a 15% discount. Don't miss the wave! 🌊

#mocap #3d #motioncapture

6dw

vonoactor Anyone in Uk with the equipment to colab or rent it out?

1w Reply

mk.proj.studio No f*ing way. We bought two suits with their smart gloves and coil, and nothing works. Every response from Rokoko is that they're 'working on fixing the issues'... but from the moment you send an email with a problem to the moment they reply, it can take WEEKS.😡

2w Reply

timfox_ So cool

10w 1 like Reply

niltolas091 Firme! A @magfilmesbr tem essa tecnologia.

49w 1 like Reply See translation

mh.zarei2811380 Please add monthly services, so that small teams without sponsors can also use the services.🙏🙏

49w 3 likes Reply

View replies (1)

gustnightride Smartsuit 1+smartgloves work with the coil pro? Received the mail about Smartsuit 1 not recieving more updates, used it so little times bc of sensor errors and back and forth with support, hope we have a way to upgrade it to smartsuit 2 or something...

12w 2 likes Reply

View replies (1)

sunchild_x Hello , where I can write for support ?

52w 1 like Reply

View replies (1)

Customer complaining about sensor errors, Defendant follows them on social media back.

gustnightride Smartsuit 1+smartgloves work with the coil pro? Received the mail about Smartsuit 1 not recieving more updates, used it so little times bc of sensor errors and back and forth with support, hope we have a way to upgrade it to smartsuit 2 or something...

52w 2 likes Reply

View replies (1)

gustnightride Follow Message

131 posts **3,637** followers **973** following

Augusto Solis

gustnightride

Artist
CHIQUI AR
Animator @nightridevisuals Founder of @reaxis_studio @cntentmrkt

Followed by **hellorokoko**

A customer complaining about paying for equipment only to have Defendant make excuses about shipping dates, refusing to refund, refusing the even reverse the payment, advertising 30 day refund, project halted. No customer support interaction.

r/Rokoko • 10 min. ago
Creepy_Ad_4526

I'm frustrated

I ordered an indie bundle + coil pro 8 days ago. I think it was easter time. And I chose separate payments. They got my first installment. And sent me an email that they can't ship to the US because of the tariffs, and I should wait until June. I told them I can't wait, because I have to take a trip with my kids for the summer. And will be back in September. I asked them to make a refund. No reply. They said it's impossible to reverse the deal, and they are looking for ways to do it. I'm not sure what that means, how do you even do business if you can't reverse a payment, and why would you even advertise that you do 30 days full refund? My project is halted, and my money is gone. I'm so frustrated now that I won't even use their product for free.

No numbers, no online support. Nothing. You email them, and they get back to you in days. Medieval.

1 0 Share

Customer stating Defendant states weekly they will ship the suit but it took months to arrive. When some of the hardware arrives, it's broken, additional multiple weeks for replacement, Defendant threatened to charge for replacement under warranty.

ThatLocomotive • 2mo ago

My experience with Rokoko and their customer service was not great.

When I first ordered my suit and gloves they told me it would take 2 weeks to ship. That was fine because I ordered the suit several months earlier than I needed it thinking I was giving myself plenty of time to experiment with it and offset any potential delays in shipping. They missed the 2 week deadline and for the next 2+ months they sent me a weekly email saying the suit is expected to ship "next week." It obviously never came next week.

It was extremely frustrating and I felt like I was getting placated over and over again. I told them several times to please just send me an email when they actually know they can ship it instead of these false updates. I obviously missed the shooting day I had planned with a client and we had to shift a lot of our plans because the suit simply did not come.

After several months of this, the suit and gloves finally arrive and guess what? I had a similar issue that you had. The thumb on the glove was not working because they made the wire too short to reach the end of the thumb, meaning it could not register thumb movement properly. They did end up sending a replacement glove but I did have to send them a video showing the problem and I had to wait several more weeks for the replacement to come. The cherry on top? I asked them several times where to send the broken glove I had and they didn't respond. Then, like a month later they threatened to charge me for the glove because I hadn't sent it back yet and they only backed down when I showed them the email exchange of me asking for the shipping info that they failed to supply.

All I can say is good luck, be persistent, and it's not just you.

2 Reply Award Share ...

iantense OP • 2mo ago

I appreciate this. It's extremely frustrating that they are putting this burden on me. They've already dangled my warranty in front of my face, and I'm starting to get the ick from these guys.

2 Reply Award Share ...

ThatLocomotive • 2mo ago

Yeah that sucks. Sorry to hear it. I would maybe do what I did and send them a video showing it not

Customers complaining support takes months, shipped broken hardware, refusing to take accountability, blaming cables despite having instant, live diagnostic information to the contrary.

r/Rokoko • 2 mo. ago
iantense

How many others received their products broken?

I have been dealing with Rokoko Customer Service for a few months now. They shipped me a broken glove, with an unresponsive index finger, and have been pretty unhelpful about it, sending me repair instructions for a product that was shipped to me broken.

Is this rare? Anyone else dealt with this??

4 9 Share

Join the conversation

Sort by: Best Search Comments

Nebula480 • 2mo ago

The first suit was crap and really had to clean up a lot and the second one was night and day difference with more accuracy, but eventually the arm did stop working and was surprised that they also sent me instructions and that if I wanted to have a replacement cable sent out to me it would cost me money, luckily I still had the box with the additional cables they originally sent and was able to fix it pretty fast by their instructions.

2 Reply Award Share

iantense OP • 2mo ago

Wow, so must be a pretty common issue.

1 Reply Award Share

TheNewWave743 • 2mo ago

I've had mine for maybe 3 years now and haven't had a problem but I'm not the heaviest of user.

2 Reply Award Share

AdVisual8487 • 1mo ago

I had them repair a broken glove, they did the job but it cost $500 and took 4 months to get the glove back. 3 months to clear customs in Denmark and 1 month for them to actually do the job. They could have just sent me the part and I could have done it myself because at least in the US we know how the mail works but that was to complicated and scary for them. A few months ago I had issue with the glove again, I spent 1k on shay

Customers complaining they have lost time and money on set due to equipment failures with live actors present. Defendant replies trying to assist. Defendant also admits the presence of external metadata. Customer complains about numerous issues, unable to use for 7 months.

r/vfx Search in r/vfx

Dave_Rokoko • 3y ago

Sorry to hear that you've been having these issues! Studio Beta is still in development so there's bound to be hiccups now and again, though loosing data like that is certainly not something we're taking lightly. It is steadily improving though and it's the first time I hear someone experiencing this, thankfully.

I've not run into the issue with Legacy refusing to export animations before either. I'm assuming you're already in contact with support about this, but have you tried taking the .srec-files from one installation of Studio Legacy and moving them to another, to see if the export problem persists across installations? You can access the folder they are located in by right-clicking on the take in Studio and selecting "Open Folder". Just remember to copy over the .meta-files as well, as they contain additional information on the clips used by Studio.

1 Reply Award Share ...

MARUI-PlugIn • 3y ago

It isn't just "hiccups". It's:
- losing hours of work with a professional dancer just because "servers went down for some period of time".
- export to Maya HumanIK uses the wrong skeleton.
- limbs are tracked to badly that they intersect / pass through each other a lot.
- fingers are bent backwards.

I reported all these and more to support over a month ago and nothing was done. Not even a notification on how long it will take to fix any of them.
It's been 7 months now since we ordered the suit, and we still haven't been able yet to create a single usable motion capture recording.
It's a completely unusable product at this stage.

3 Reply Award Share ...

spoonesteban • 2y ago

same here man. I've been having the exact same issues.

It's heart breaking because they market towards smaller artists and independent artists, the ones that spend a months salary... then you subscribe to pay even more... and eventually you've spent thousands of dollars and all you have is lost hours, stress levels are up, and so on

3 Reply Award Share ...

Customer claiming they received an e-mail saying SmartSuit 2 just uses SmartSuit 1 electronics. Indicating availability of parts even for Plaintiff's suit and that Defendant simply rebranded an old product as new/improved.

r/Rokoko • 3 yr. ago
koraybirand

SmartSuite II

I received an email from rokoko stating that all the suits purchased within 2021 actually has smartsuite pro II electronics. I was amazed. So the suit which was just hanging in my closet suddenly gave me a hope. So i did the necessary firmware updates and decided to give rokoko a second chance. Check the below link :

https://drive.google.com/file/d/1fRq6liH_1z26MEyg8_8z5LcFkcJfyWo9/view?usp=drivesdk

Who would go trough the hassle to clean up this animation. I could make it from scratch much more quicker. Sorry guys I am really angry with rokoko

3 14 Share

Join the conversation

Sort by: Best Search Comments

Nurolight • 3y ago

Angry about what?

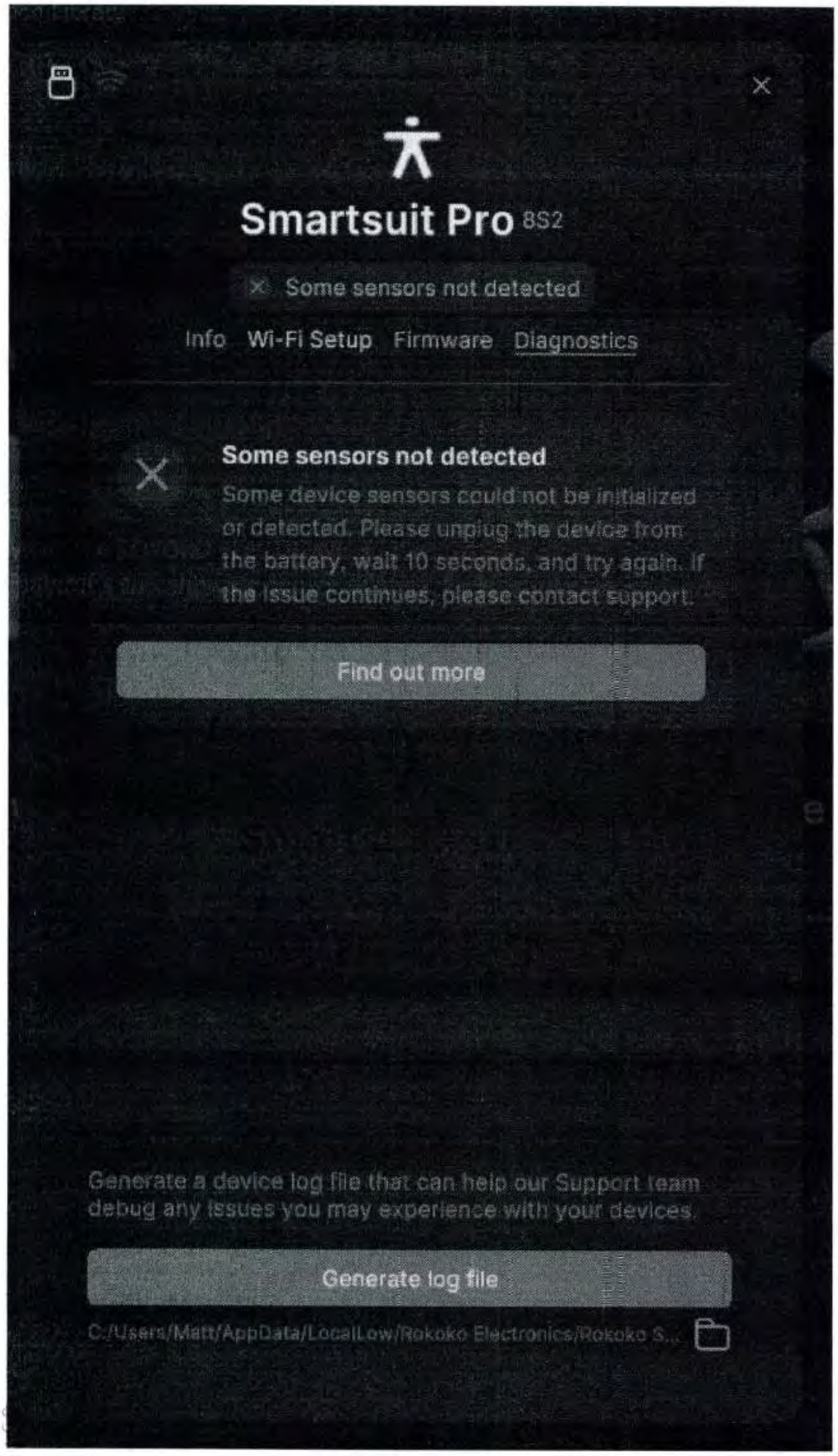
2 Reply Award Share ...

koraybirand OP • 3y ago

Angry about —> lack of quality

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Plaintiff's suit showing sensor failures. Defendant claimed it was a cable issue.



Defendant showing missed deadline for video game submission to Nintendo and validation of SKU

[NDP] The Expected Lotcheck Submission Date for THE NEXT WORLD (LOGIC NINE, LLC) has passed

File Message Help

Delete Archive Reply Reply All Forward All Apps Eventbrite - mat... To Manager Team Email Move Mark Unread Follow Up Immersive Translate Zoom

Delete Respond Apps Quick Steps Move Tags Editing Language Zoom

[NDP] The Expected Lotcheck Submission Date for THE NEXT WORLD (LOGIC NINE, LLC) has passed

N noreply@noa.nintendo.com
to

Reply Reply All Forward ...
Mon 3/24/2025 11:16 AM

Nintendo Developer Portal

2025-03-24 18:16:20

The expected Lotcheck submission date has passed. Please update the date along with the expected release date as needed.

Game Code: HAC-P-BCV4A
Product Name (English): THE NEXT WORLD
Product Name (Japanese): 次の世界
Product Name (Kana): ザー・ネクスト・ワールド
Publisher: LOGIC NINE, LLC
Product Type: Full Product (製品版)
Platform: Nintendo Switch

Display Version: 1.0.0
Release Version: 00
Submission Version: 00
Release Type: Initial Release (初回リリース)
Submission Type: Lotcheck (ロットチェック)
Expected Lotcheck Submission Date: 10/14/2023
Expected Release Date: 02/18/2024
Delivery: Digital (ダウンロード版)
Sales Region (Card): N/A (N/A)
Sales Region (DL): Americas, Europe + Australia, Japan, Asia (Hong Kong, Taiwan, Korea) (米州, 欧州＋豪州, 日本, Asia（香港・台湾・韓国）)
Card Size: 32GB (32GB)
Uses ROMs That Differ Between Regions: N/A (N/A)

NDP Licensing Contact: Nintendo of America
NDP Lotcheck Contact: N/A

Click here to view the product

This is an automatically generated email. Please do not reply.

Best Wishes,
Nintendo

This e-mail was sent by Nintendo Co., Ltd., 11-1 Kamitoba-Hokotate-Cho Minami-ku Kyoto, 601-8501 Japan. Representative Directors: Shuntaro Furukawa, Shigeru Miyamoto. Registration number: 1300-01-011420.

05/12/2025

Rokoko software remotely signaled to disable Plaintiff's account.

```
Flow Details
2025-05-04 23:31:13 POST https://3.168.147.41/graphql
                    ← 200 OK application/json 161b 378ms
Request                    Response                    Detail
Content-Type:                    application/json;charset=UTF-8
Content-Length:                  161
Connection:                      keep-alive
X-Amz-Cf-Pop:                    LAX54-P1
Date:                            Sun, 04 May 2025 06:31:14 GMT
x-amzn-appsync-TokensConsumed:   1
x-amzn-RequestId:                11b0e744-0be6-4c63-9607-cc15acbf0204
Via:                             1.1 20e38fc9b3806ab4036280386de24000.cloudfront.net (CloudFront), 1.1
                                 17056b39e149c01f790d0fdbe2001624.cloudfront.net (CloudFront)
X-Cache:                         Miss from cloudfront
X-Amz-Cf-Pop:                    LAX54-P3
x-Amz-Cf-Id:                     V4f_TkZaTg5Y4gsbiIZsDyWSrPV_CA1r6-gktID2v9iZMISG0GpaWQ==
JSON                                                                                    [:auto]
{
    "data": {
        "revokeDeviceAccess": {
            "user_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
            "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
            "device_limit": 1,
            "devices": []
        }
    }
```

05/12/2025

Defendant tracking even when a user looks at the settings window

Command Prompt - mitmproxy --mode regular --listen-port 8080

```
Flow Details
2025-05-04 00:50:56 POST https://3.167.192.118/graphql
                     ← 200 OK application/json 29b 361ms
          Request                    Response                    Detail
User-Agent:       TeamAppsync/0.2.0.0
x-api-key:        da2-pa7tlmpnvbcpdhe7146q3eodvu
Content-Type:     application/json; charset=utf-8
Content-Length:   1994
Host:             rmp-gql-public.rokoko.com
GraphQL                                                                  [ :auto]
{
  "query": "...",
  "variables": {
    "input": {
      "events": [
        {
          "event_name": "studio_settings_opened",
          "event_properties":
"{\"$app_build_number\":\"0\",\"$app_version\":\"2.4.8\",\"$os\":\"Windows\",\"$os_version\":\"Windows
10  (10.0.19045) 64bit\",\"mp_country_code\":\"US\",\"$screen_height\":2160,\"$screen_width\":3840,\"$sc
reen_dpi\":144.0,\"mp_lib\":\"unity\",\"os_language\":\"en\",\"mac_address\":\"B42E999FD72B\",\"device_s
ervice_version\":\"1.0.190\",\"device_service_sha\":\"7369b33a0a24fef74627066c50d388a35408f4ea\",\"creat
ed_at\":\"1746345052538\",\"online\":true,\"team_id\":\"8ff2cb1e-8024-4b94-ba7d-2d043388a4b5\",\"team_ro
le\":\"owner\",\"team_plan\":\"starter\",\"active_scene_id\":null,\"ui_context\":\"dashboardcontext\",\"
connected_device_count_usb\":1,\"connected_device_count_wifi\":0,\"connected_device_ids\":{},\"connected
_device_types\":[]}",
          "distinct_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
          "client_id": "STUDIO",
          "created_at": 0,
          "is_lpm": false
        },
        {
          "event_name": "shortcut_action_fired",
          "event_properties":
"{\"$app_build_number\":\"0\",\"$app_version\":\"2.4.8\",\"$os\":\"Windows\",\"$os_version\":\"Windows
10  (10.0.19045) 64bit\",\"mp_country_code\":\"US\",\"$screen_height\":2160,\"$screen_width\":3840,\"$sc
reen_dpi\":144.0,\"mp_lib\":\"unity\",\"os_language\":\"en\",\"mac_address\":\"B42E999FD72B\",\"device_s
ervice_version\":\"1.0.190\",\"device_service_sha\":\"7369b33a0a24fef74627066c50d388a35408f4ea\",\"creat
ed_at\":\"1746345054464\",\"online\":true,\"team_id\":\"8ff2cb1e-8024-4b94-ba7d-2d043388a4b5\",\"team_ro
le\":\"owner\",\"team_plan\":\"starter\",\"active_scene_id\":null,\"ui_context\":\"dashboardcontext\",\"
connected_device_count_usb\":1,\"connected_device_count_wifi\":0,\"connected_device_ids\":{},\"connected
_device_types\":[],\"shortcut_action_name\":\"close-popup\"}",
          "distinct_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
          "client_id": "STUDIO",
          "created_at": 0,
          "is_lpm": false
        }
      ]
    }
  }
}
---
mutation($input: EventInput!){?
                        trackEvents(input: $input)}
[1494/1624][ :~u rokoko]                                                 [*:8080]
Flow:    e Edit        D Duplicate    r Replay      x Export      d Delete      b Save body
```

Defendant tracking when Plaintiff uses the software, how long he's used it for and telemetry regarding his machine.

Command Prompt - mitmproxy --mode regular --listen-port 8080

```
Flow Details
2025-05-04 00:50:50 POST https://3.167.192.118/graphql
                    ← 200 OK application/json 29b 379ms
          Request                    Response                    Detail
User-Agent:      TeamAppsync/0.2.0.0
x-api-key:       da2-pa7tlmpnvbcpdhe7146q3eodvu
Content-Type:    application/json; charset=utf-8
Content-Length:  4718
Host:            rmp-gql-public.rokoko.com
GraphQL                                                                  [:auto]
{
  "query": "...",
  "variables": {
    "input": {
      "events": [
        {
          "event_name": "session_start",
          "event_properties":
"{\"$app_build_number\":\"0\",\"$app_version\":\"2.4.8\",\"$os\":\"Windows\",\"$os_version\":\"Windows
10  (10.0.19045) 64bit\",\"mp_country_code\":\"US\",\"$screen_height\":2160,\"$screen_width\":3840,\"$sc
reen_dpi\":144.0,\"mp_lib\":\"unity\",\"os_language\":\"en\",\"mac_address\":\"B42E999FD72B\",\"device_s
ervice_version\":\"1.0.190\",\"device_service_sha\":\"7369b33a0a24fef74627066c50d388a35408f4ea\",\"creat
ed_at\":\"1746345045628\",\"online\":true,\"team_id\":null,\"team_role\":\"viewer\",\"team_plan\":\"star
ter\",\"active_scene_id\":null,\"ui_context\":\"dashboardcontext\",\"connected_device_count_usb\":1,\"co
nnected_device_count_wifi\":0,\"connected_device_ids\":{},\"connected_device_types\":[]}",
          "distinct_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
          "client_id": "STUDIO",
          "created_at": 0,
          "is_lpm": false
        },
        {
          "event_name": "studio_started",
          "event_properties":
"{\"$app_build_number\":\"0\",\"$app_version\":\"2.4.8\",\"$os\":\"Windows\",\"$os_version\":\"Windows
10  (10.0.19045) 64bit\",\"mp_country_code\":\"US\",\"$screen_height\":2160,\"$screen_width\":3840,\"$sc
reen_dpi\":144.0,\"mp_lib\":\"unity\",\"os_language\":\"en\",\"mac_address\":\"B42E999FD72B\",\"device_s
ervice_version\":\"1.0.190\",\"device_service_sha\":\"7369b33a0a24fef74627066c50d388a35408f4ea\",\"creat
ed_at\":\"1746345045779\",\"online\":true,\"team_id\":null,\"team_role\":\"viewer\",\"team_plan\":\"star
ter\",\"active_scene_id\":null,\"ui_context\":\"dashboardcontext\",\"connected_device_count_usb\":1,\"co
nnected_device_count_wifi\":0,\"connected_device_ids\":{},\"connected_device_types\":[]}",
          "distinct_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
          "client_id": "STUDIO",
          "created_at": 0,
          "is_lpm": false
        },
        {
          "event_name": "user_plan_entitlements_loaded",
          "event_properties":
"{\"$app_build_number\":\"0\",\"$app_version\":\"2.4.8\",\"$os\":\"Windows\",\"$os_version\":\"Windows
10  (10.0.19045) 64bit\",\"mp_country_code\":\"US\",\"$screen_height\":2160,\"$screen_width\":3840,\"$sc
reen_dpi\":144.0,\"mp_lib\":\"unity\",\"os_language\":\"en\",\"mac_address\":\"B42E999FD72B\",\"device_s
ervice_version\":\"1.0.190\",\"device_service_sha\":\"7369b33a0a24fef74627066c50d388a35408f4ea\",\"creat
ed_at\":\"1746345048548\",\"online\":true,\"team_id\":\"8ff2cb1e-8024-4b94-ba7d-2d043388a4b5\",\"team_ro
le\":\"owner\",\"team_plan\":\"starter\",\"active_scene_id\":null,\"ui_context\":\"dashboardcontext\",\"
connected_device_count_usb\":1,\"connected_device_count_wifi\":0,\"connected_device_ids\":{},\"connected
@  [1517/1625][ :~u rokoko]                                              [*:8080]
Flow:    e Edit        D Duplicate    r Replay      x Export      d Delete      b Save body
```

12/2025

Command Prompt - mitmproxy --mode regular --listen-port 8080

```
Flow Details
2025-05-04 00:50:58 POST https://3.167.192.118/graphql
                    ← 200 OK application/json 29b 379ms
        Request                    Response                    Detail
ervice_version\":\"1.0.190\",\"device_service_sha\":\"7369b33a0a24fef74627066c50d388a35408f4ea\",\"creat
ed_at\":\"1746345048548\",\"online\":true,\"team_id\":\"8ff2cb1e-8024-4b94-ba7d-2d043388a4b5\",\"team_ro
le\":\"owner\",\"team_plan\":\"starter\",\"active_scene_id\":null,\"ui_context\":\"dashboardcontext\",\"
connected_device_count_usb\":1,\"connected_device_count_wifi\":0,\"connected_device_ids\":{},\"connected
_device_types\":[],\"subscription_plan\":\"starter\",\"offline_duration_days\":1.0,\"skip_sync\":false,\
"face_capture_access\":false,\"trial_rejected\":false}",
          "distinct_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
          "client_id": "STUDIO",
          "created_at": 0,
          "is_lpm": false
        },
        {
          "event_name": "sync_time_taken",
          "event_properties":
"{\"$app_build_number\":\"0\",\"$app_version\":\"2.4.8\",\"$os\":\"Windows\",\"$os_version\":\"Windows
10  (10.0.19045) 64bit\",\"mp_country_code\":\"US\",\"$screen_height\":2160,\"$screen_width\":3840,\"$sc
reen_dpi\":144.0,\"mp_lib\":\"unity\",\"os_language\":\"en\",\"mac_address\":\"B42E999FD72B\",\"device_s
ervice_version\":\"1.0.190\",\"device_service_sha\":\"7369b33a0a24fef74627066c50d388a35408f4ea\",\"creat
ed_at\":\"1746345049588\",\"online\":true,\"team_id\":\"8ff2cb1e-8024-4b94-ba7d-2d043388a4b5\",\"team_ro
le\":\"owner\",\"team_plan\":\"starter\",\"active_scene_id\":null,\"ui_context\":\"dashboardcontext\",\"
connected_device_count_usb\":1,\"connected_device_count_wifi\":0,\"connected_device_ids\":{},\"connected
_device_types\":[],\"sync_duration_in_milliseconds\":440,\"sync_operation\":\"DASHBOARD\",\"sync_result\
":\"SUCCESS\"}",
          "distinct_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
          "client_id": "STUDIO",
          "created_at": 0,
          "is_lpm": false
        },
        {
          "event_name": "applicationopen_operation",
          "event_properties":
"{\"$app_build_number\":\"0\",\"$app_version\":\"2.4.8\",\"$os\":\"Windows\",\"$os_version\":\"Windows
10  (10.0.19045) 64bit\",\"mp_country_code\":\"US\",\"$screen_height\":2160,\"$screen_width\":3840,\"$sc
reen_dpi\":144.0,\"mp_lib\":\"unity\",\"os_language\":\"en\",\"mac_address\":\"B42E999FD72B\",\"created_
at\":\"1746345040151\",\"online\":null,\"team_id\":null,\"team_role\":null,\"team_plan\":null,\"active_s
cene_id\":null,\"ui_context\":null,\"status\":\"success\",\"time_ms\":9812.3867000000009,\"auto_logged_i
n\":true,\"no_teams\":1,\"no_team_members\":1,\"no_projects\":4,\"no_open_scenes\":0,\"event_version\":2
}",
          "distinct_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
          "client_id": "STUDIO",
          "created_at": 0,
          "is_lpm": true
        }
      ]
    }
  }
}
---
mutation($input: EventInput!){?
                    trackEvents(input: $input)}
[1518/1626][ :~u rokoko]                                                    [*:8080]
Flow:   e Edit      D Duplicate   r Replay      x Export      d Delete      b Save body
```

05/12/2025

Defendant's software showing the programmatic existence of an opt-out, however, Defendant gives the user no ability over this feature.

```
Command Prompt - mitmproxy --mode regular --listen-port 8080
Flow Details
2025-05-04 00:50:50 POST https://3.167.192.118/graphql
                    ← 200 OK application/json 29b 379ms
        Request                    Response                    Detail
Content-Type:                  application/json;charset=UTF-8
Content-Length:                29
Connection:                    keep-alive
X-Amz-Cf-Pop:                  LAX50-P1
Date:                          Sun, 04 May 2025 07:50:51 GMT
x-amzn-appsync-TokensConsumed: 1
x-amzn-RequestId:              13445b3e-5587-4e31-9c40-f32fc44e009c
Via:                           1.1 1ffd5cdb315141702d5377ba909be92a.cloudfront.net (CloudFront), 1.1
                               6af6427bb724ed97dc18880bebe29cdc.cloudfront.net (CloudFront)
X-Cache:                       Miss from cloudfront
X-Amz-Cf-Pop:                  LAX54-P4
x-Amz-Cf-Id:                   eLuTpRyPIG4CtXpb3tV2UYM4n9X5cixpQdlXWfe5BPGy9kLHNCnRcg==
JSON                                                                                    [ :auto]
{
    "data": {
        "trackEvents": true
    }
}
[1519/1627][ :~u rokoko]                                                                [*:8080]
: flow.comment @focus "" 3~
```

Defendant's software asking their servers to enumerate what intellectual property they have stored on their servers.

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details

2025-05-04 00:50:49 POST https://3.167.212.118/graphql

← 200 OK application/json 9.0k 345ms

Request | Response | Detail

User-Agent: TeamAppsync/0.2.0.0

Authorization: eyJraWQiOiJaN2JGNkp5KzVtZFBrTUpGaVd0b0xCUk1G5zEzT0dKdk1EaSsycE93OGY4PSIsImFsZyI6IiJTMjU2In0.eyJzdWIiOiJhOGQ2ZDk1Ny0wZGU0LTQyYWEtYjQyYy1lNzYiZTdkNzZmOTYiLCJpc3MiOiJodHRwczpcL1wvY29nbml0by1pZHAudXMtZWFzdC0xLmFtYXpvbmF3cy5jb21cL3VzLWVhc3QtMV9TYmlnOWYxUngiLCJjbGllbnRfaWQiOiIzOWozNTI3Y2ljbzVlawNidHBqb2M2NjI3ZCIsIm9yaWdpbl9qdGkiOiI5NTA2OGJkMC1hYzYyLTRmMmItYmVjNS0wNTMwNTlkZjQ2DGEiLCJldmVudF9pZCI6IjMxMGE2NGM1LTFkZDctNGM4YS1hZjYyLTQwNGQwZTIwNjkzMSIsInRva2VuX3VzZSI6ImFjY2VzcyIsInNjb3BlIjoiYXdzLmNvZ25pdG8uc2lnbmluLnVzZXIuYWRtaW4iLCJhdXRoX3RpbWUiOjE3NDMyNzY1NzEsImV4cCI6MTc0NjM0ODY0NSwiaWF0IjoxNzQ2MzQ1MDQ1LCJqdGkiOiJkNWU5NjBiYi01ZmE4LTRlN2MtODE1ZS0yNjBkZTlmYzQ3YjE1LCJ1c2VybmFtZSI6ImE4ZDZkDTU3LTBkZTQtNDJhYS1iNDJjLWU3NjVlN2Q3NmY5NiJ9.HqwNVEkw6udEe3Ciw7Z4NJB1UKwYPwYbHSuv1PbHx2VKmCGKr6u8rITBBMIN7yaINyIxQp_0foeYWdmalYucNIjUqAE6uYuy7wj6dQP0sS2Y5UNLs2dFTjw3vQ2217wrKEkKlfUj3pgZoeGoAJc8-ELpXAVlLKDbtGCn7mQmRA249Qc3sBk46EP5u5qV-KqE4OhmJ4oHoQE4k2LKRO0DplcB78HqhAwyeiHIxpnOm844-s_O3mircicbNMV-GnmyvcQouy3y_E-YqgTlEUsvb_IejPzPgw4aFp0iywIilHStLspxuDfSDaR-yoyCcUPjygHnDqcsoq1u_ZDucQKDxw

Content-Type: application/json; charset=utf-8

Content-Length: 1029

Host: rmp-team-gql.rokoko.com

GraphQL [:auto]

```
{
  "query": "...",
  "variables": {
    "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5"
  }
}
---
query($team_id: ID!){?
                    listProjects(team_id: $team_id) {?
                      project_id?
                      team_id?
                      name?
                      last_modified?
                      created_by?
                      created_at?
                      operation?
                      thumbnail_last_modified?
                      is_deleted scenes {?
                      team_id?
                      project_id?
                      scene_id?
                      source_team_id?
                      source_project_id?
                      source_scene_id?
                      name?
                      last_modified?
                      created_by?
                      created_at?
                      operation?
                      thumbnail_last_modified?
                      is_deleted}}}
```

[1530/1629][:~u rokoko] [*:8080]

: flow.comment @focus "" 3m

05/12/2025

Continuation of 34, Defendant's servers returning a complete list of Plaintiff's intellectual property in which they now posses unauthorized.

Command Prompt - mitmproxy --mode regular --listen-port 8080

```
Flow Details
2025-05-04 00:50:49 POST https://3.167.212.118/graphql
                    ← 200 OK application/json 9.0k 345ms
        Request                    Response                    Detail
Content-Type:                  application/json;charset=UTF-8
Content-Length:                9166
Connection:                    keep-alive
X-Amz-Cf-Pop:                  LAX54-P6
Date:                          Sun, 04 May 2025 07:50:49 GMT
x-amzn-appsync-TokensConsumed: 1
x-amzn-RequestId:              53f28fdf-6f04-4c97-ab88-abf2eab8a778
Via:                           1.1 60b571ecac1934ebb297a6ecf58669c4.cloudfront.net (CloudFront), 1.1
                               caabaa9cf820f7430cfe0a16921ef12a.cloudfront.net (CloudFront)
X-Cache:                       Miss from cloudfront
X-Amz-Cf-Pop:                  LAX54-P5
X-Amz-Cf-Id:                   FVevMRPO-ekZAvjZIDaZ3YAIOs6Is0JYY7iuxD_4zd1gTXcPA7kITA==
JSON                                                                                    [ :auto]
{
    "data": {
        "listProjects": [
            {
                "project_id": "0469d6cf-457f-4daa-b12f-08196b749aee",
                "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                "name": "FUCKSTICK",
                "last_modified": 1746324586370,
                "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
                "created_at": 1709424855772,
                "operation": null,
                "thumbnail_last_modified": null,
                "is_deleted": false,
                "scenes": [
                    {
                        "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                        "project_id": "0469d6cf-457f-4daa-b12f-08196b749aee",
                        "scene_id": "d212ef6f-b2c0-43a7-809f-c8e07eb38de4",
                        "source_team_id": null,
                        "source_project_id": null,
                        "source_scene_id": null,
                        "name": "FUCKSTICK",
                        "last_modified": 1709424860786,
                        "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
                        "created_at": 1709424860786,
                        "operation": null,
                        "thumbnail_last_modified": 1709425008198,
                        "is_deleted": null
                    },
                    {
                        "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                        "project_id": "0469d6cf-457f-4daa-b12f-08196b749aee",
                        "scene_id": "db2b5812-d660-4912-805d-9fca107cd225",
                        "source_team_id": null,
                        "source_project_id": null,
                        "source_scene_id": null,
                        "name": "wdwdwdw",
                        "last_modified": 1746324586370,
[1531/1630][ :~u rokoko]                                                              [*:8080]
: flow.comment @focus "" 3~
```

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continuation of 35, Defendant's server showing they have Plaintiff's intellectual property from his video game "The Next World"

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details

2025-05-04 00:50:49 POST https://3.167.212.118/graphql

← 200 OK application/json 9.0k 345ms

Request | Response | Detail


```
},
{
    "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
    "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
    "name": "THE NEXT WORLD",
    "last_modified": 1746330238059,
    "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
    "created_at": 1668063576470,
    "operation": null,
    "thumbnail_last_modified": null,
    "is_deleted": false,
    "scenes": [
        {
            "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
            "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
            "scene_id": "1172be56-2b1a-4635-87fc-baaabe1e1312",
            "source_team_id": null,
            "source_project_id": null,
            "source_scene_id": null,
            "name": "NEXT WORLD TRAILER",
            "last_modified": 1679283967753,
            "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
            "created_at": 1679283967753,
            "operation": null,
            "thumbnail_last_modified": 1679534046673,
            "is_deleted": null
        },
        {
            "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
            "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
            "scene_id": "223eb823-46eb-4145-8061-39b2e6a5b66e",
            "source_team_id": null,
            "source_project_id": null,
            "source_scene_id": null,
            "name": "Next World Trailer 4",
            "last_modified": 1679288902147,
            "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
            "created_at": 1679288902147,
            "operation": null,
            "thumbnail_last_modified": 1679440375760,
            "is_deleted": null
        },
        {
            "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
            "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
            "scene_id": "256fd93b-00e5-47c1-9c36-86b5834e3c6b",
            "source_team_id": null,
            "source_project_id": null,
            "source_scene_id": null,
            "name": "defdwd",
            "last_modified": 1680086428108,
```


[1532/1631][:~u rokoko] [*:8080]

: flow.comment @focus "" 3w

Continuation of 36, Defendant showing they possess Plaintiff's intellectual property for various scenes in 'The Next World'

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details

2025-05-04 09:50:49 POST https://3.167.212.118/graphql

← 200 OK application/json 9.0k 345ms

Request | Response | Detail


```
                "operation": null,
                "thumbnail_last_modified": 1680886773567,
                "is_deleted": null
            },
            {
                "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
                "scene_id": "505fb69b-02fb-434f-a964-cc804ea4827c",
                "source_team_id": null,
                "source_project_id": null,
                "source_scene_id": null,
                "name": "THE NEXT WORLD",
                "last_modified": 1668117563799,
                "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
                "created_at": 1668117563799,
                "operation": null,
                "thumbnail_last_modified": 1668117970221,
                "is_deleted": null
            },
            {
                "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
                "scene_id": "6e16f118-89e1-497f-aa3a-a72171cf71ba",
                "source_team_id": null,
                "source_project_id": null,
                "source_scene_id": null,
                "name": "NEXT WORLD Scene 6",
                "last_modified": 1679952661452,
                "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
                "created_at": 1679952661452,
                "operation": null,
                "thumbnail_last_modified": 1679956001000,
                "is_deleted": null
            },
            {
                "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
                "scene_id": "9399e166-aea8-4e66-91b3-632ab61d8eb1",
                "source_team_id": null,
                "source_project_id": null,
                "source_scene_id": null,
                "name": "Next world scene 5",
                "last_modified": 1746330238059,
                "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
                "created_at": 1679290090586,
                "operation": null,
                "thumbnail_last_modified": 1746330650482,
                "is_deleted": false
            },
            {
                "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
```


[1533/1632][:~u rokoko] [*:8080]

: flow.comment @focus "" 3w

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continuation of 37, Plaintiff showing if he copies a scene and renames it to something like "WILLROKOKOTAKETHIS", Defendant in fact, will take it.

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details

2025-05-02 00:58:49 POST https://3.167.212.118/graphql

← 200 OK application/json 9.0k 345ms

Request | Response | Detail


```
                "scene_id": "958ba3ff-bc55-4549-910a-5ec60ac0855a",
                "source_team_id": null,
                "source_project_id": null,
                "source_scene_id": null,
                "name": "Vaaas",
                "last_modified": 1746324529721,
                "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
                "created_at": 1696738629200,
                "operation": null,
                "thumbnail_last_modified": 1746324587349,
                "is_deleted": false
            },
            {
                "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
                "scene_id": "966d9d1d-b1db-4671-b630-6263ca3c1622",
                "source_team_id": null,
                "source_project_id": null,
                "source_scene_id": null,
                "name": "Next World Trailer 3",
                "last_modified": 1679287833789,
                "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
                "created_at": 1679287833789,
                "operation": null,
                "thumbnail_last_modified": 1679712519787,
                "is_deleted": null
            },
            {
                "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
                "scene_id": "bcb40fc3-65e7-4986-9c3d-c11207f0ee82",
                "source_team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                "source_project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
                "source_scene_id": "9399e166-aea8-4e66-91b3-632ab61d8eb1",
                "name": "WILLROKOKOTAKETHIS",
                "last_modified": 1746330335069,
                "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
                "created_at": 1746330335069,
                "operation": null,
                "thumbnail_last_modified": null,
                "is_deleted": null
            },
            {
                "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
                "scene_id": "e38715d4-ff65-4dca-a6e7-5e04d0c4fbc2",
                "source_team_id": null,
                "source_project_id": null,
                "source_scene_id": null,
                "name": "Vertical Slice",
                "last_modified": 1693344650244,
```


[1535/1634][:~u rokoko] [*:8080]

: flow.comment @focus "" 3~

Continued from 38, Defendant's server showing they possess his intellectual property used in the playable vertical slice of his game.

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details

2025-05-04 00:50:40 POST https://3.167.212.118/graphql

← 200 OK application/json 9.0k 345ms

Request | Response | Detail


```
                "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
                "created_at": 1746330335069,
                "operation": null,
                "thumbnail_last_modified": null,
                "is_deleted": null
            },
            {
                "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
                "scene_id": "e38715d4-ff65-4dca-a6e7-5e04d0c4fbc2",
                "source_team_id": null,
                "source_project_id": null,
                "source_scene_id": null,
                "name": "Vertical Slice",
                "last_modified": 1693344650244,
                "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
                "created_at": 1693263741257,
                "operation": null,
                "thumbnail_last_modified": 1693347613915,
                "is_deleted": false
            },
            {
                "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
                "scene_id": "efd824d4-5528-4d4d-9329-b102649ff43c",
                "source_team_id": null,
                "source_project_id": null,
                "source_scene_id": null,
                "name": "next world trailer 2",
                "last_modified": 1679287072943,
                "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
                "created_at": 1679287072943,
                "operation": null,
                "thumbnail_last_modified": 1679687449418,
                "is_deleted": null
            },
            {
                "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
                "scene_id": "f792123e-eb54-444e-8ff3-b7a42c73def0",
                "source_team_id": null,
                "source_project_id": null,
                "source_scene_id": null,
                "name": "iii",
                "last_modified": 1709424611427,
                "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
                "created_at": 1709424611427,
                "operation": null,
                "thumbnail_last_modified": 1709425543673,
                "is_deleted": null
            }
```


[1536/1635][:~u rokoko] [*:8080]

: flow.comment @focus "" 3~

Defendant's software sends personally identifiable, private information to untrusted third parties without consent.

Command Prompt - mitmproxy --mode regular --listen-port 8080

```
Flow Details
2025-05-04 08:50:47 POST https://3.167.212.118/graphql
                        ← 200 OK application/json 189b 329ms
Request                          Response                          Detail
Content-Type:                    application/json;charset=UTF-8
Content-Length:                  189
Connection:                      keep-alive
X-Amz-Cf-Pop:                    LAX54-P6
Date:                            Sun, 04 May 2025 07:50:48 GMT
X-amzn-appsync-TokensConsumed:   1
x-amzn-RequestId:                bd98a13c-7cb4-4bc2-99ff-62cfbc93a89e
Via:                             1.1 44d53cda9eb1c41f29618022da3595c8.cloudfront.net (CloudFront), 1.1
                                 87246e5c5dc0063a5b9630f3bcd75838.cloudfront.net (CloudFront)
X-Cache:                         Miss from cloudfront
X-Amz-Cf-Pop:                    LAX54-P5
X-Amz-Cf-Id:                     1yXrJ9_Iv_cD6WtROaGF6UJm0RETT3JG1IenpoaGQtKi14IYr89PiA==
JSON                                                                                    [ :auto]
{
    "data": {
        "getTeamAvatars": [
            {
                "user_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
                "image_url":
"https://eu.ui-avatars.com/api/?name=matthew@winteryear.com&length=1&size=256&background=0F2BCD"
            }
        ]
    }
}
[1542/1637][ :~u rokoko]                                                              [*:8080]
: flow.comment @focus "" 3~
```

05/12/2025

Defendant's software showing a "skip_asset_sync" flag, a clear indication that opt-out of data sharing is clearly an existing feature, however, Defendant does not allow any opt-out of intellectual property/telemetry sharing.

Command Prompt - mitmproxy --mode regular --listen-port 8080

```
Flow Details
2025-03-04 08:50:45 POST https://3.168.147.31/graphql
                    ← 200 OK application/json 1.0k 452ms
        Request                    Response                    Detail
X-Amz-Cf-Pop:                LAX54-P3
X-Amz-Cf-Id:                 OOUkPtVhyr5luYSPnKIlAh_TYRugv9Y8AY2f7L2ls-wI4boUAuFzlQ==
JSON                                                                          [ :auto]
{
    "data": {
        "listMyTeamsWithLicenses": [
            {
                "type": "TEAM",
                "name": "Matthew Team",
                "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                "rmp_billing_admins": null,
                "rmp_owners": [
                    "a8d6d957-0de4-42aa-b42c-e765e7d76f96"
                ],
                "rmp_members": null,
                "rmp_creators": null,
                "rmp_viewers": null,
                "deleted": null,
                "description": null,
                "created_at": "2020-09-21T00:00:00.715Z",
                "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
                "license": {
                    "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
                    "role": "OWNER",
                    "plan": "STARTER",
                    "trial_sub_id": null,
                    "expires_at": null,
                    "entitlements": {
                        "plan": "STARTER",
                        "access_command_api_advanced_commands": false,
                        "access_export_file_formats": [
                            "FBX"
                        ],
                        "access_export_advanced_options": false,
                        "access_export_skeleton_preset_overrides": false,
                        "export_options_presets_limit": 0,
                        "face_filters_presets_limit": 0,
                        "access_face_capture": false,
                        "access_import_character": false,
                        "access_livestreaming": false,
                        "access_recording_trigger_messages": false,
                        "access_retargeting": true,
                        "actor_presets_limit": 3,
                        "creator_seats_limit": 3,
                        "offline_days": 1,
                        "skip_asset_sync": false
                    }
                }
            }
        ]
    }
[1777/1868][ :~u rokoko]                                                    [*:8080]
: flow.comment @focus "" 3~
```

Defendant's software showing built-in customer service/support tracking features.

Command Prompt - mitmproxy --mode regular --listen-port 8080

```
Flow Details
2026-05-04 00:50:43 POST https://3.167.192.118/graphql
                        ← 200 OK application/json 29b 327ms
            Request                    Response                    Detail
User-Agent:       TeamAppsync/0.2.0.0
x-api-key:        da2-pa7tlmpnvbcpdhe7l46q3epdvu
Content-Type:     application/json; charset=utf-8
Content-Length:   298
Connection:       keep-alive
Host:             rmp-gql-public.rokoko.com
GraphQL                                                                    [ :auto]
{
  "query": "..."
}
---
query ListIncidents {?
                  listIncidents {?
            created_at?
            id?
            last_modified?
            message?
            severity?
            state?
            time_end?
            time_start?
            title?
        }}

[1780/1868][ :~u rokoko]                                                   [*:8080]
: flow.comment @focus "" 3~
```

Continued from 42, Defendant's servers stating that Defendant's never logged any support issues in regards to Plaintiff

Command Prompt - mitmproxy --mode regular --listen-port 8080

```
Flow Details
2025-05-04 00:50:43 POST https://3.167.192.118/graphql
                    ← 200 OK application/json 29b 327ms
        Request                    Response                    Detail
Content-Type:                  application/json;charset=UTF-8
Content-Length:                29
Connection:                    keep-alive
X-Amz-Cf-Pop:                  LAX50-P1
Date:                          Sun, 04 May 2025 07:50:44 GMT
x-amzn-appsync-TokensConsumed: 1
x-amzn-RequestId:              2b2695ae-6474-4fb6-b707-0c81490a8c6f
Via:                           1.1 d819e0fec943c45d31b55f5dce0b44ee.cloudfront.net (CloudFront), 1.1
                               4cc483f2ffe2d4e29a27654363f1ae54.cloudfront.net (CloudFront)
X-Cache:                       Miss from cloudfront
X-Amz-Cf-Pop:                  LAX54-P4
X-Amz-Cf-Id:                   t1m5eIFwsQbRcayPb-ggsTkW4MigrmhB7Hr68ILVCTYzSwyiRP-GCQ==
JSON                                                                                    [ :auto]
{
    "data": {
        "listIncidents": []
    }
}
[1780/1868][ :~u rokoko]                                                                [*:8080]
: flow.comment @focus "" 3~
```

Defendant's software showing various firmware updates, file locations and developer notes.

Command Prompt - mitmproxy --mode regular --listen-port 8080

```
Flow Details
2025-05-04 00:50:42 GET https://13.226.225.121/api/?minDeviceServiceVersion=1.0.190
                      ← 200 OK application/json 5.1k 324ms
        Request                    Response                    Detail
Content-Type:       application/json; charset=utf-8
Content-Length:     5206
Connection:         keep-alive
Date:               Sun, 04 May 2025 07:50:43 GMT
X-Amzn-Trace-Id:    Root=1-68171c53-7b7543657b0909b46df67204;Parent=1358a19bcb81e1a5;Sampled=0;Lineage=
                    1:8769c52f:0
x-amzn-RequestId:   838f64d4-86de-4147-9903-47c5aca29800
X-Cache:            Miss from cloudfront
Via:                1.1 12435f922f4Bee227c1e888952ed66ac.cloudfront.net (CloudFront)
X-Amz-Cf-Pop:       LAX50-C2
X-Amz-Cf-Id:        NGQ1X1ZXrVCFbbA22nYt-VqjE_JmhhzSS9K36BXTXr8VNJrJr3TaYA==
JSON                                                                          [ :auto]
[
    {
        "firmwareId": "7-2.0.0-1277-release",
        "firmwareVersion": "2.0.0-1277-release",
        "deviceId": 7,
        "deviceName": "smartsuit_pro_sensor",
        "deviceVersions": [
            "v1.0",
            "v2.0"
        ],
        "minimumDeviceServiceVersion": "0.0.1",
        "releaseNotes": "- Merge pull request #137 from Rokoko/development. [Nick Rushton]\r\n- Increase
threshold for trust_local_settings\r\n- Increase threshold for trust_local_settings. [Nick Rushton]",
        "releaseType": 1,
        "createdAt": "2021-08-24T22:00:00+00:00",
        "updatedAt": null,
        "binarySize": 72452,
        "binaryChecksum": "50c31a33bb0db69cea4004d8c833b9bd",
        "binaryUrl": "https://cdn.rokoko.com/firmware/7-2.0.0-1277-release"
    },
    {
        "firmwareId": "5-2.7.4-254-release",
        "firmwareVersion": "2.7.4-254-release",
        "deviceId": 5,
        "deviceName": "smartsuit_pro_hub",
        "deviceVersions": [
            "0x50200001",
            "0x50200002",
            "0x50200004"
        ],
        "minimumDeviceServiceVersion": "0.0.1",
        "releaseNotes": "## What's Changed\r\nChange to new glove data packet size.",
        "releaseType": 1,
        "createdAt": "2024-01-09T23:00:00+00:00",
        "updatedAt": null,
        "binarySize": 290612,
        "binaryChecksum": "618bc7c08d0f87edb0d9a0cae4af7b5d",
        "binaryUrl": "https://cdn.rokoko.com/firmware/5-2.7.4-254-release",
    },
@  [1781/1868][ :~u rokoko]                                                  [*:8080]
: flow.comment @focus "" 3~
```

05/12/2025

Proof Defendant does not make their own software, it is produced and maintained in Somalia.

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details

2025-05-04 06:50:42 GET https://13.226.225.121/api/?minDeviceServiceVersion=1.0.190
← 200 OK application/json 5.1k 324ms

Request | Response | Detail


```
            "0x50200001",
            "0x50200002",
            "0x50200004"
        ],
        "minimumDeviceServiceVersion": "0.0.1",
        "releaseNotes": "## What's Changed\r\nChange to new glove data packet size.",
        "releaseType": 1,
        "createdAt": "2024-01-09T23:00:00+00:00",
        "updatedAt": null,
        "binarySize": 290612,
        "binaryChecksum": "618bc7c08d0f87edb0d9a0cae4af7b5d",
        "binaryUrl": "https://cdn.rokoko.com/firmware/5-2.7.4-254-release"
    },
    {
        "firmwareId": "5-2.9.2-116-release",
        "firmwareVersion": "2.9.2-116-release",
        "deviceId": 5,
        "deviceName": "smartsuit_pro_hub",
        "deviceVersions": [
            "0x50300001"
        ],
        "minimumDeviceServiceVersion": "0.0.1",
        "releaseNotes": "# 5030_v1.9.2 Smartsuit Pro II Firmware\r\n## What's changed\r\n* Available in
Studio 2.4.5\r\n* Fix issue where custom hub names were reset when power cycling the device.\r\n### 
Technical changelog\r\n* Updated core lib (hub name address).\r\n* Version bump.",
        "releaseType": 1,
        "createdAt": "2024-06-25T22:00:00+00:00",
        "updatedAt": null,
        "binarySize": 180228,
        "binaryChecksum": "2f2394502b11d5e57544b4d131bca754",
        "binaryUrl": "https://cdn.rokoko.com/firmware/5-2.9.2-116-release"
    },
    {
        "firmwareId": "5-2.5.4-950-release",
        "firmwareVersion": "2.5.4-950-release",
        "deviceId": 5,
        "deviceName": "smartsuit_pro_hub",
        "deviceVersions": [
            "50100020"
        ],
        "minimumDeviceServiceVersion": "0.0.1",
        "releaseNotes": "## Changelog\r\n\r\nLocal build on branch `local-etk-builds`.\r\n\r\n- Update
hub LED behaviour to match GPV
suits.\r\n\r\nhttps://www.notion.so/rokoko/v2-5-4-950-release-0e16d4df758c4ccd89bdce7d6929094e",
        "releaseType": 1,
        "createdAt": "2022-01-25T23:00:00+00:00",
        "updatedAt": "2025-01-10T14:38:57+00:00",
        "binarySize": 236948,
        "binaryChecksum": "de64091ef8e742865505850eb4f18b22",
        "binaryUrl": "https://cdn.rokoko.com/firmware/5-2.5.4-950-release"
    },
```


[1781/1868][:~& rokoko] [*:8080]
:flow.comment @focus "" 3-

Continued from 45, showing Defendant knew their products had WiFi/connectivity issues.

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details

2025-06-04 00:50:42 GET https://13.226.225.121/api/?minDeviceServiceVersion=1.0.190
← 200 OK application/json 5.1k 324ms

Request | Response | Detail


```
    },
    {
        "firmwareId": "6-2.3.1-613-release",
        "firmwareVersion": "2.3.1-613-release",
        "deviceId": 6,
        "deviceName": "smartgloves",
        "deviceVersions": [
            "0x60200001",
            "0x60200002"
        ],
        "minimumDeviceServiceVersion": "0.0.1",
        "releaseNotes": "# v2.3.1 Firmware for Smartgloves\r\n\r\n## What's changed\r\n\r\n- Several
Smartglove performance improvements with Coil Pro\r\n  - Greatly reduced performance inconsistency
(5-10x) between Smartglove power cycles\r\n  - Reduced jitter by 24%\r\n\r\n### Known issues\r\n\r\n-
The throughput of 2.4 GHz WiFi is inconsistent on some channels.\r\n- The factory self-test is not
supported in this release.\r\n\r\n### Technical changelog\r\n\r\n- Implemented ADC built-in linearity
calibration feature\r\n- Fixed a bug where half of the ADC buffer for arm-sensor coil detection was a
duplicate\r\n- Updated cmake presets",
        "releaseType": 1,
        "createdAt": "2024-08-15T22:00:00+00:00",
        "updatedAt": null,
        "binarySize": 532404,
        "binaryChecksum": "753430aa13f2d560814991424241b93f",
        "binaryUrl": "https://cdn.rokoko.com/firmware/6-2.3.1-613-release"
    },
    {
        "firmwareId": "7-2.2.0-95-release",
        "firmwareVersion": "2.2.0-95-release",
        "deviceId": 7,
        "deviceName": "smartsuit_pro_sensor",
        "deviceVersions": [
            "v2.0"
        ],
        "minimumDeviceServiceVersion": "0.0.1",
        "releaseNotes": "## What's Changed\r\n* Change to new glove data packet size. by @rokostrup in
https://github.com/Rokoko/smartsuit-sensor-firmware/pull/150\r\n",
        "releaseType": 1,
        "createdAt": "2024-01-09T23:00:00+00:00",
        "updatedAt": "2025-01-10T14:56:14+00:00",
        "binarySize": 90272,
        "binaryChecksum": "4fbf61fe47844759b9e8860f6a2c0be2",
        "binaryUrl": "https://cdn.rokoko.com/firmware/7-2.2.0-95-release"
    },
    {
        "firmwareId": "8-1.4.2-64-release",
        "firmwareVersion": "1.4.2-64-release",
        "deviceId": 8,
        "deviceName": "coil_pro",
        "deviceVersions": [
            "0x80100001"
        ],
```


[1792/1879][:~u rokoko] [*:8080]

: flow.comment @focus "" 3~

05/12/2025

Continued from 46, Showing Defendant knowingly released firmware that breaks the compatibility of older hardware, this is proof of planned obsolescence.

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details

2025-05-04 08:50:42 GET https://13.226.225.121/api/?minDeviceServiceVersion=1.0.190
← 200 OK application/json 5.1k 324ms

Request | Response | Detail


```
        "deviceVersions": [
            "v2.0"
        ],
        "minimumDeviceServiceVersion": "0.0.1",
        "releaseNotes": "## What's Changed\r\n* Change to new glove data packet size. by @rokostrup in
https://github.com/Rokoko/smartsuit-sensor-firmware/pull/150\r\n",
        "releaseType": 1,
        "createdAt": "2024-01-09T23:00:00+00:00",
        "updatedAt": "2025-01-10T14:56:14+00:00",
        "binarySize": 90372,
        "binaryChecksum": "4fbf61fe47844759b9e8860f6a2c0be2",
        "binaryUrl": "https://cdn.rokoko.com/firmware/7-2.2.0-95-release"
    },
    {
        "firmwareId": "8-1.4.2-64-release",
        "firmwareVersion": "1.4.2-64-release",
        "deviceId": 8,
        "deviceName": "coil_pro",
        "deviceVersions": [
            "0x50100001"
        ],
        "minimumDeviceServiceVersion": "0.0.1",
        "releaseNotes": "# v1.4.2 Firmware for Coil Pro\r\n## What's changed\r\n* Coil Pro now gathers
diagnostics that can be read out by technical support\r\n### Technical changelog\r\n* Added amplifier
diagnostics read out for production.",
        "releaseType": 1,
        "createdAt": "2024-05-23T22:00:00+00:00",
        "updatedAt": null,
        "binarySize": 454340,
        "binaryChecksum": "c6669b76ca3d0124383ca3cdafa53ee6",
        "binaryUrl": "https://cdn.rokoko.com/firmware/8-1.4.2-64-release"
    },
    {
        "firmwareId": "7-2.3.0-94-release",
        "firmwareVersion": "2.3.0-94-release",
        "deviceId": 7,
        "deviceName": "smartsuit_pro_sensor",
        "deviceVersions": [
            "v3.0"
        ],
        "minimumDeviceServiceVersion": "0.0.1",
        "releaseNotes": "New fixed size for glove data + glove replies.\r\nImportant: This breaks
compatibility with older hub + glove FWs.",
        "releaseType": 1,
        "createdAt": "2024-01-09T23:00:00+00:00",
        "updatedAt": null,
        "binarySize": 319700,
        "binaryChecksum": "6fa5f4a127daa23149dba63c7aebec96",
        "binaryUrl": "https://cdn.rokoko.com/firmware/7-2.3.0-94-release"
    }
]
```


[1792/1879][:~u rokoko] [*:8080]

: flow.comment @focus "" 3~

05/12/2025

Showing various releases and locations of the Rokoko Studio software.

Command Prompt - mitmproxy --mode regular --listen-port 8080

```
Flow Details
2025-05-04 00:50:42 GET https://3.169.252.114/release/Rokoko%20Studio/Win/version_manifest_v2.json
                     ← 200 OK application/json 6.6k 419ms
        Request                    Response                    Detail
Content-Type:                  application/json
Content-Length:                6794
Connection:                    keep-alive
Date:                          Sun, 04 May 2025 07:50:43 GMT
Last-Modified:                 Mon, 24 Mar 2025 11:42:07 GMT
ETag:                          "7306d708e5fc9b76ebe11faa755d8bc7"
x-amz-server-side-encryption:  AES256
Accept-Ranges:                 bytes
Server:                        AmazonS3
X-Cache:                       Miss from cloudfront
Via:                           1.1 4e490559f019c3bc1276c1658c306eac.cloudfront.net (CloudFront)
X-Amz-Cf-Pop:                  LAX54-P8
X-Amz-Cf-Id:                   O18PeeFFnTiR5y7vnCviPIQew4uBZb9RE2CelmrnGw__AN5q4uTYzQ==
JSON                                                                                    [ :auto]
{
    "latestVersion": "2.4.8.0",
    "minimumAvailableVersion": "2.4.5.0",
    "allAvailableVersions": [
        {
            "version": "2.4.5.0",
            "type": 2,
            "update_type": 0,
            "title": null,
            "description": null,
            "image_url": null,
            "changelog": "",
            "artifact_url": "https://cdn-studio.rokoko.com/release/Rokoko
Studio/Win/2.4.5.0/Rokoko+Studio-Win-2.4.5.0.zip",
            "installer_url": "https://cdn-studio.rokoko.com/release/Rokoko
Studio/Win/2.4.5.0/Rokoko+Studio+v2.4.5.0.exe",
            "installer_checksum": "4cf04ea7039442572534534854358ea3"
        },
        {
            "version": "2.4.5.1",
            "type": 2,
            "update_type": 0,
            "title": null,
            "description": null,
            "image_url": null,
            "changelog": "",
            "artifact_url": "https://cdn-studio.rokoko.com/release/Rokoko
Studio/Win/2.4.5.1/Rokoko+Studio-Win-2.4.5.1.zip",
            "installer_url": "https://cdn-studio.rokoko.com/release/Rokoko
Studio/Win/2.4.5.1/Rokoko+Studio+v2.4.5.1.exe",
            "installer_checksum": "e346f32d57b3b46690a914585f4978e1"
        },
        {
            "version": "2.4.5.2",
            "type": 2,
            "update_type": 0,
            "title": null,
[1793/1879][ :~u rokoko]                                                            [*:8080]
: flow.comment @focus "" 3~
```

05/12/2025

Showing Defendant can send javascript code to any users computer and execute it secretly without the users authorization or knowledge.

Command Prompt - mitmproxy --mode regular --listen-port 8080

```
Flow Details
2025-05-04 00:50:21 GET https://3.168.132.119/rokoko-animation.js HTTP/2.0
                    ← 200 application/javascript 728b 29ms
          Request                    Response                    Detail
content-type:                  application/javascript
content-length:                728
last-modified:                 Tue, 04 Oct 2022 08:48:50 GMT
x-amz-server-side-encryption:  AES256
accept-ranges:                 bytes
server:                        AmazonS3
date:                          Sun, 04 May 2025 02:12:06 GMT
etag:                          "2e2955d16c95824efe172de630bc7aa0"
vary:                          accept-encoding
x-cache:                       Hit from cloudfront
via:                           1.1 757859dde738c4c5e4578c9e4d55006c.cloudfront.net (CloudFront)
x-amz-cf-pop:                  LAX54-P2
x-amz-cf-id:                   KKSJUEPR0PYFT0kdmSLr214KcEkhm50Q4U8ZE0mA1zTtmn8fLPFORg==
age:                           20296
JavaScript                                                                                  [ :auto]
document.addEventListener('DOMContentLoaded', () => {
  function mouse(evt) {
    document.querySelectorAll('.rkk').forEach(character => {
      let = center_x = (character.offsetLeft) + (character.offsetWidth / 2);
      let = center_y = (character.offsetTop) + (character.offsetHeight / 2);
      let = mouse_x = evt.pageX;
      let = mouse_y = evt.pageY;
      let = radians = Math.atan2(mouse_x - center_x, mouse_y - center_y);
      let = degree = (radians * (180 / Math.PI) * -1) + 180;
      character.style.MozTransform = 'rotate(' + degree + 'deg)'
                  character.style.transform = 'rotate(' + degree + 'deg)'
    }
    )
  }
  $(document).mousemove(mouse);
}
)
[1819/1879][ :~u rokoko]                                                                    [*:8080]
: flow.comment @focus "" 3~
```

Showing Defendant uses web-sockets for high-speed additional underlying communication (such as data event subscriptions and file upload to Defendants servers)

Command Prompt - mitmproxy --mode regular --listen-port 8080

```
Flow Details
2025-05-03 23:31:29 POST https://3.168.147.41/graphql
                    ← 200 OK application/json 4.7k 347ms
        Request                    Response                    Detail
Content-Type:                  application/json;charset=UTF-8
Content-Length:                4774
Connection:                    keep-alive
X-Amz-Cf-Pop:                  LAX54-P1
Date:                          Sun, 04 May 2025 06:31:29 GMT
x-amzn-appsync-TokensConsumed: 1
x-amzn-RequestId:              6f0353d2-9435-4d00-af96-b27320766e0e
Via:                           1.1 20e38fc9b3806ab4036380386de24000.cloudfront.net (CloudFront), 1.1
                               d292d8a28a3cd03aa54182acef12b2ee.cloudfront.net (CloudFront)
X-Cache:                       Miss from cloudfront
X-Amz-Cf-Pop:                  LAX54-P3
X-Amz-Cf-Id:                   Vj2275dqBiuf3z_Olzu4n43goywuZSJQYDAKRbv3y_S8Bq9aFeQzIw==
JSON                                                                                        [ :auto]
{
    "extensions": {
        "subscription": {
            "mqttConnections": [
                {
                    "url": "wss://a307bjgfbycsj3-ats.iot.us-east-1.amazonaws.com/mqtt?X-Amz-Algorithm=AW
S4-HMAC-SHA256&X-Amz-Credential=ASIAS3UEXNWQ25SES6XM%2F20250504%2Fus-east-1%2Fiotdevicegateway%2Faws4_re
quest&X-Amz-Date=20250504T063129Z&X-Amz-Expires=3600&X-Amz-SignedHeaders=host&X-Amz-Signature=3ca4d664e9
eec27505cfbd39f363068d11b7078cf07c3cb167d820734c0229ea&X-Amz-Security-Token=IQoJb3JpZ2luX2VjEGcaCXVzLWVh
c3QtMSJHMEUCIQD6GZWUdE1W6zBbozcFxDgela6BgV1fOnC3croueGwLOQIgQnDIep%2FvDU9ROwSX1XLeWLOgHC01fTaf26JVLlylTD
MqxQUI6BAEGgwxOIY3NzMxMTMyNDkiDM%2BojPn5idR8nND77CqlBYe7JH5JhfEU%2FcuBRbOuGeC0rwSbc0FjODAO7n83E00zB59260
yyYmHy1PFAN5bB518CEoaN3Rf01ZvhZwSLZ5837qtxVDW7byIfU%PnAwwk1DUT5q5Bhl1pq%2BC0aj5pKEavpQDbBWwMrv3KM3Osmhzu
imqtyo3yuBV0Oq5Gh1%2B%2BZoCshX1CBi3oBbdQ49KbFubj5846kJ85wfIPp6GI4DsclAoBpT%2BwhUpyjr5mkyr2HCr%2BcocN5UIz
fg0MleGkIELqwQHAv5wvTtWZIxGrkmPB0kBxHD0YeWA750yXEvfYXY%2F4r%2Bb3Ah9Le6%2BO5I4FLMU5TPgZ1eDQILBzu001bl%2B8
kfLdJYdJ5bzJEAd3vOgIOj45210Xx41vHnU79VfqPU8Ezbyljg221aC%2F3I8WBj6g7%2B8KBvjHwXTnKxc9iKMpi0A3l110SRrVealZ
s%2Bi4%2FuE1GWxmrgu7m6RdIZEglbirXgeAt%2FpnSTCRC1fouaz4qgf%2Fd02Ely%2FMY6Yu%2BQOx3c80JIdNB7xno%2B0kxZSLjX
N%2B10XkIHEnHPp9TeDvQpPokYJ0JGXhit%2FoR0UHGlmnVTOK4AixgYWuHyEwDrW%2B0TP%2ByIEgOv%2BJbUkWzzdN6CKH5EsbaWb4
ugL3%2FDbKAjo17uthZf2wXkAQC%2BaFv75Ojvs0MUA8UWpkLgx5ddtVyOVC%2B8TTb4es7q1z%2BzQH70VWU5HGACuRIfvIeLF4RkNy
f6D%2Fk9cxm3CWTGJ161L8UAQlUAdMYbVi1lSsrX5v8n3lqGVlJ1HRmrbIvQ3m7R3V9kmRoFrVo5Qd%2FlzKWJ39xuk%2BpRQvG%2Fti
hbhVpleuVZW9%2BSDJuYM5qykqz%2BbXdVQpNCSpgQmp3ctm8ZfR002637alxV%2FahxzlBhsR5AoJaJaGW741NMGT3MAGOr8BtvuN5M
tu5FvhMzxRIq571VVaycZOTY2E8F1lleoe7koWAIL56KUqRR2x6ylGsyoVoA9Dkk1W8lRkKk4uhrqr817DA5rQFbQTw3%2BCHHnJwtsU
DJ5sBE5E1DmaduSUB8gpjSBSRzIhcormoSbH%2BeDvUjFtMfuwPDZ6LKrodZ%2BvC%2FjqDmVPO1VHi804Dftj75uapmhdAQUnD8FaNS
sJFHCFgkHOAWcejbOyjwDce8lQQfDVWX%2Fq8GbMFS8EDjwnZRw%3D",
                    "topics": [
                        "742414753086/y7vj6brd5jakfp3xgpsjpeqjy4/onAddTeamUser/572f880d89b9786c2d77b134d
4967707ecd54a3a21a6c7ffdfd6950Bd008da9",
                        "742414753086/y7vj6brd5jakfp3xgpsjpeqjy4/onSubscriptionChange/924669a3ae22901074
c6d8c8d81c3a73b1a720dad5e0b0c408486bf0fc431449",
                        "742414753086/y7vj6brd5jakfp3xgpsjpeqjy4/onTeamChange/924669a3ae22901074d6d8c8d8
1c3a73b1a720dad5e0b0c408486bf0fc431449"
                    ],
                    "client": "bwcswlejinahtn5nb7oti2mryy"
                },
                {
                    "url": "wss://a307bjgfbycsj5-ats.iot.us-east-1.amazonaws.com/mqtt?X-Amz-Algorithm=AW
S4-HMAC-SHA256&X-Amz-Credential=ASIAS3UEXNWQXYQM2JGN%2F20250504%2Fus-east-1%2Fiotdevicegateway%2Faws4_re
quest&X-Amz-Date=20250504T063129Z&X-Amz-Expires=3600&X-Amz-SignedHeaders=host&X-Amz-Signature=c4b6f31e3b
b7bfc58a0dc9718207eb1fc71ad549ec6d432021028596 1f44cccc&X-Amz-Security-Token=IQoJb3JpZ2luX2VjEGcaCXVzLWVh
[1927/1937][ :~u rokoko]                                                                    [*:8080]
: flow.comment @focus "" 3m
```

Defendant's software showing the Parallel Company's AI module is integrated.

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details

2025-05-03 23:31:15 GET https://23.43.51.145/AS/API/WindowsCortanaPane/V2/Suggestions?qry=rokoko&setlang=en-US&cc=US&qfm=1&cp=6&cvid=4d3ab704d26e40309239fa7077cd64c5&ig=9747aa8569cb4596b2b7fddedbaa6bcf HTTP/2.0
← 200 application/json 885b 102ms

Request | Response | Detail


```
            "hcs": "0"
        },
        "Text": "\ue000rokoko\ue001 studio download",
        "HighConfidenceMetaSuggestionScore": 0,
        "PrefetchConfidenceScore": 0
    },
    {
        "Attributes": {
            "url": "/search?q=rokoko+blender+addon",
            "query": "rokoko blender addon",
            "stype": "AS",
            "lm":
"1000:\"0\";2200:\"13\";30001:\"20228\";2152:\"21228\";2000:\"656\";2011:\"6\";11034:\"1643367922\";",
            "hcs": "0"
        },
        "Text": "\ue000rokoko\ue001 blender addon",
        "HighConfidenceMetaSuggestionScore": 0,
        "PrefetchConfidenceScore": 0
    },
    {
        "Attributes": {
            "url": "/search?q=rokoko+ai",
            "query": "rokoko ai",
            "stype": "CT",
            "lm":
"1000:\"0\";2200:\"7\";30001:\"21936\";2152:\"22386\";2000:\"118\";2011:\"7\";11034:\"1643367922\";",
            "hcs": "0"
        },
        "Text": "\ue000rokoko\ue001 ai",
        "HighConfidenceMetaSuggestionScore": 0,
        "PrefetchConfidenceScore": 0
    },
    {
        "Attributes": {
            "url": "/search?q=rokoko+mocap",
            "query": "rokoko mocap",
            "stype": "MT",
            "lm":
"1000:\"0\";2200:\"15\";30001:\"21497\";2152:\"22465\";2000:\"184\";2011:\"8\";11034:\"1643367922\";",
            "hcs": "0"
        },
        "Text": "\ue000rokoko\ue001 mocap",
        "HighConfidenceMetaSuggestionScore": 0,
        "PrefetchConfidenceScore": 0
    },
    {
        "Attributes": {
            "url": "/search?q=rokoko+blender",
            "query": "rokoko blender",
```


[1934/1937][:~u rokoko] [*:8080]

: flow.comment @focus "" 3~

05/12/2025

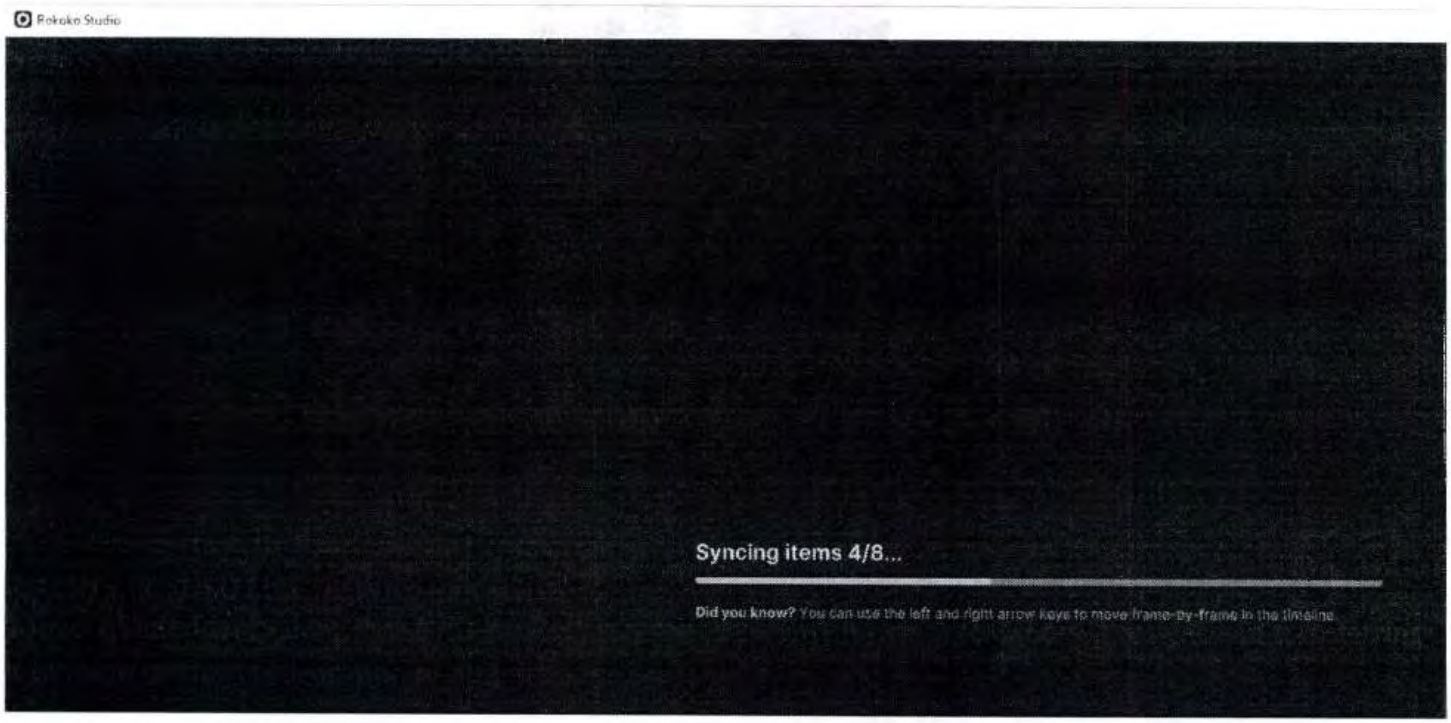
WALSH v ROKOKO ELECTRONICS - EXHIBITS

Large binary data being sent from Plaintiff's computer to Defendant without authorization or knowledge.

```
Flow Details
2022-08-22 10:36:20 POST https://3.167.217.100/graphql
                    200 OK application/json 207b 499ms
                    Request                                                    Response
User-Agent:         TeamAppsync/0.2.0.0
Authorization:      eyJraWQiOiJaN2JGNkp5kzVzZ0rTUmGaVd8B0xCU1G5zEzT0dKdk1EaSxycE3RDGY4PSIsIm
                    SjbZIiI3VzLWVhc3QtMV9TYm4nOWXxUnE1LCJbdlIbnRFaWQiOiIzOWo3NTI3Y2ljbzVlaWNiSHBgb2N2NjI3ZCIsImSyaWdoblgqdGV
                    ejkzNSIsInNvaZWuX3VzISIsIm5jYZwzcyIsInBjb3RiIjoiYXdzLWNiZ25pc08uc3InbmluZWZXIsYWRtaWAiLCJhdXRoX3RpbWuiO
                    FhMjWiLCJ1c2VybmFtZSI6ImE4ZDZYOTU3LTBkZTQtNDJhYS1NDjjUkNjMjWIN2QzMmY5NiI9.
                    Content-Type:       application/json; charset=utf-8
                    Content-Length:     47025
                    Host:               rbp-team-gql.rokoko.com
GraphQL
{
  "query": "...",
  "variables": {
    "input": {
      "scene_id": "9399e166-aea8-4e66-91b3-632ab61d8eb1",
      "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
      "team_id": "8ff2cb1e-8024-4b94-ba7d-2d04338a4b5",
      "base64_string": "/9j/4AAQSkZJRgABAQAAAQABAAD/2wBDAAEBAQEBAQEBAQEBAQEBAQEBAQEBAQEBAQEBAQEBAQEBAQEBAQEBAQEBAQEBAQEBAQ
AARCAIAAgADASIAAhEBAxEB/8QAHwAAAQUBAQEBAQEAAAAAAAAAAECAwQFBgcICQoL/8QAtRAAAgEDAwIEAwUFBAQAAAF9AQIDAAQRBRIhMUEGE1FhByJxFDK
KjpKWmp6lpqrKztLW2t7i5usLDxMXGx8jJytLT1NXW19jZ2uHi4+Ti5ufo6erx8vP09fb3+Pn6/8QAHwEAAwEBAQEBAQEBAQAAAAAAAAECAwQFBgcICQoL/8QA
VVldYWVpjZGVmZ2hpanR0dXZ3eHl6goOEhYaHIImKkpOUlZaXm7maoqOkpaanqKmqsrO0tba3uLm6wsPExcbHyMnK0tPU1dbX2Nna4uPk5ebn6Onq8vP09fb3+
KKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiig
ooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACi
AoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKK
iigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAK
ACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAooo
KKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigA
oAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACii
oooOAKKKKACiiigAoooOAKKKKACiiigAoooOA1/D2g6r4p1/Q/DGg2cuoa54jijTNB0awhG6a+1XV72DT9Os4lGSZbm8uIYYwOr0BX97/AOwf/wAELv2GPgt8E
YGtYvi14XuUW4aRIze2l6brTMGIFjKNShtDbof3bziNJiImcj/QUHx5b5fAlhp4uNgtdNgh2q+FAihEeAMk4AH0wOc9K/1f6WvGnGGWV+GeFOGc4zDI8Lj8PVz
grH/wAE/P2M9C8Ma74s+Cvw70r4LeMdkjurmxk8Fz39t4X1VllurpNM1TwrLfXOi29vLMNJDHfaHY6bqNpG1vGWv7KwtdMH8n88EttPNbTxtFPbyyQTRPw0csT
5/iOGXl+e5pj83nTg8Rhq+ZYmtjMTQhGVKnOisTi3VK86UnUUoQqVHGnySVNRUpI8XjnC4OlmHtcHh6OGjJqE4UKcaVOTabUuSCUFJcrUmopyveTbONooor+kD
KKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigOt/hn42vvhp8RvAXxE01S9/4F8ZeGfF9pEGKiefw7rNnqyW7kMuY7k2nk5oWCvFI6P8AKxr+1Twz+0FpP
dGGyt73W9MeK1bTrlUEsqRy28YRR/Pvj5wBT4nyjA8Q0p0aeL4c9pGv7aSgq2AxVagmlNppToVkpQi3GMo1qrcuaMYv7rgfO3l2LrYCak6WYcvI4LmcK1KM3st
0d458R33iS+sbu4RH1o3N5qLRbzIYvttxbR2Ucx2AW2LcIULDHJLjDtseRJPlivr/Crhr+w8ho4mfJz4vD0YUowbbj5pufti5eivVqvRWfLClB8150K8riBHrG
AKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACiiigAoooOAKKKKACnKpdlQFQWYKC7KigsQAWdyqIuTyzsqqMliACabX0L+yx+zT6R/2
LhsPTlVr4ivVqOMKdKlTjKc5yklGKbbNKNGriKtOhRpzrVq040bVKnFyqVKk2oxhCKTblJtJJJttn6ofBP/g3Z/4KP/FixsdW8W+Fvhr8AtFvoxcRXHxg+IFnH
aTEM0zQQeO/Fj9u39vD9kaw0T9mk+P8A4i+CtLBFaL9g8PHx/b+GPE/imS0G0vLqxh+x+NIbC6s9b02xntpbSwWzuLuLTLBLKOyki0C60C0tvgT4k/t+/tE/EG
p38s2x5ZI/T8LlHCWGW0a1fB5jik6pxlOGYlPqcKFXlXPSrxpVqUr05XjJOMdm7Wtfwf9oO9mXuxonx40v4Ofspar8R/w8oOBX5/wCydC0618ESXPi/V/EEN0L
4hg8Oa9bXuhWWm6d4GbTWlNJI76fxBqmhXmnpo8p+1f8G6Pwj0Kz+Gvxa/a11PTt3ir4le3f8Ahv/ge/1CxtmuNI+HfgNY7nW7rRL9t91bR+MvG2qXttrtqglj
gKeHqt4DFVaNOWKq1cNUqYevhVJOfucM8E0J1sPxC5qhRqylicDhqLk6dGlzShTnebqSqe1h+9pqbcFGolKMre7/A5+3X/wAEpv2tfh5rt743Pw1vNUsUiu2eH
fFoEVlqmqaONFnhbUINUnuLq01AzWME0EdvA80d3H/ct8W/HbyWmrz3U/wBpe8WQ3Bm2TeaGQIwk80N5m4fe3A7jkscsSfSP/wBuPxk3we+Onhr9oDwnYLb6xp
TjkpCpXjUb1JRcPMz7nXKsux9HMokp18G8RCWOwdwUlf0pNRnUjVpypziqXMqko6RlGm4tJNxl9cfEL/g2p8O/YbjUfhD+2taalKzxmw0jx/wDB+bT7eWJ5FMj
atKGuoVszepFdy20lv/wAFPv2r9QAi0v49a/aWSgCKws7Tw8iwRgbVQpJo5u7gdTMcsw3EA8jrtO/aG/bW/au0zVfgzpHinx9&S7bxVa2+naxp+1ad4dsJrexu
vg+vhpVsDl2ZUp8jVL6jifrHt6trQjCFWpi1KU5NK1DK3uktWfitRXofxW+GPin4NfEHxPGN/GkNl84n8I6gdMiiLTr+315xjvEijkIit9RtGezvVgaQ28lxZy
VNBRRRWSIUUUUAFFFFABRRRQAUUUUAFFFFABRRRQAUUUUAFFFFABRRRQAUUUUAFFFFABRRRQAUUUUAFFFFABRRRQAUUUUAFFFFABRRRQAU
lpPxF1GWNl3RM9h8PvEd1ZNN8pISDUorK5T5kVp4YoSC8TvDL8F4p0oVvDfjmfS/s1wtnVSzU7OcaOBrVnTV9P3ih7PXR3imrXPb4bk4cQZNKG/9pYOKfZzrwj
pke5c5zBr7nk5J5wQc9CRj0/IyvJ8GIKPh1w77kYzWEtLljbeTqcq68sZVJcqe131bv0cWSvnuPSbcfappNtq/LFX7Xairtb2P9FL/AIJYaBp/w/8A2Bv2XvD+
p4f8AAWf+DPDfjr4z+KvGWv6Ai XxVp3gOwHg9ta18I+BdP8Wavp5vb/w/cwgat4ftY3mmSeEtp+2+k+htf/4bXic/8LK/a8+G3h+RpVEj/Dr4H+Hd50tV+czfZ
Ucny6nhs8mVSnTwODpwlHCKh55I4ekoOEsXU46nTcUmGcOaElqmZ3f0/8VdUlewuwHz8j55Ppz9Mf4d6/mw/4KDLHf6Lr9vLtYra6hdPOHsLS5vYz9RJAhHow
c33w8v9e0+60r+1VudC+03mh+JfCfhW7dYJZIg7abFewR/aYWSeWKK8mt/2nwk4XqYDPcrq4bN8nx8vrWHdOOEq4/D1edVIOWUc1y/LnzN2UIK8SS92MG2kfJc
ZihT+byv6UP+COs8Wnfsf/ALRF5uxJe/FC5s3B2gNHaeBvDM0VBwGzuvJc5YjptVTuLf0n9Id38NczpJa4nNMgwza39nPQNHVqQuteWcaNpR2ktGfB8Cr/AIyH
UD74Hmb2wAo5DF7nxCv07hGlGjwvw9Sl7xhk+Xxj5R+rU7L/t1Wj8j5zNJOeY46T3eKrt/wDgyQUUUV9FcIUUUUAFFFFABRRRQAUUUUAFFFFABRRRQAUUUUAFF
BH4O+Jx3MQoBPgXWgoyeOWwoHckAckV+bVfo5/wSz/Z58Y/tMftURFD7wL4rsfB/iCx+GPxG8U2+p6zHcyeG7tdN0eOwj0TxULBn1JfDetXmr2mn6o2nadrdwY
U45m1FS1y2Tk7lqdH/wUvv0d/Em51LCTzdSsnDhgcBLbWV24GecuepyMd8SH5gV+mf/AAUh/Zt8Zfs2+K/C/h/4ifEPwd4u8b6zc61d6voPw10mWIfh94Z0myg
hDpTlGpLbiGVaebdUWTW8SLWbg6lCc6dSVOUoRk4udOUoSa5ujT65jG5cV/Wt/wRm8bWv2O49lIW3+HHjbxx4abaJIwxvLqPx4TKxO13x4wC7IAVYxGhG9WJ
[ [63/64] [ :w rokoko][ :url]
Flow:   e Edit      D Duplicate  r Replay    x Export    d Delete    b Save body  E Next flow  p Prev flow
Proxy:  ? Help      q Back       E Events    O Options   I Intercept  f Filter    w Save flows  z Clear list
```

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Showing Defendant taking Plaintiff's intellectual property from his computer where it resides and transferring it to them without provocation or authorization to do so.



Defendant's software making some sort of request for data including verified services, personally identifiable information and imdb.

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant receiving Plaintiff's physical body measurements.

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details

2025-05-04 20:51:20 POST https://3.167.212.118/graphql

← 200 OK application/json 754b 337ms

Request | Response | Detail

Content-Type: application/json;charset=UTF-8
Content-Length: 754
Connection: keep-alive
X-Amz-Cf-Pop: LAX54-P6
Date: Sun, 04 May 2025 03:51:20 GMT
x-amzn-appsync-TokensConsumed: 1
x-amzn-RequestId: 8b406ef6-f4e9-4144-b8ef-aeea898fca45
Via: 1.1 44d53cda9eb1c41f29618022da3595c2.cloudfront.net (Cloudfront), 1.1 5c31bb993b3beb3b5bb5dbb959b82368.cloudfront.net (CloudFront)
X-Cache: Miss from cloudfront
X-Amz-Cf-Pop: LAX54-P5
X-Amz-Cf-Id: jL7tonkIpgOcO5qkw7kimCXM2X2FqZJWuZNRqcH48E-r1G1UKD1UTO==

JSON [:auto]


```
{
    "data": {
        "listTeamPresets": [
            {
                "preset_id": "91147c65-ae5a-4ba7-8380-dbf7d71f9036",
                "team_id": "8ff2cb1e-8024-4a94-ba3d-2d0433884b5",
                "user_id": null,
                "name": "Matt",
                "preset_type": "ACTOR_PROFILE",
                "preset_data": "{\"measurements\":{\"TotalHeight\":1.7526,\"ArmSpan\":-1.87142026,\"ShoulderWi
dth\":0.508,\"ShoulderHeight\":-1.45554912,\"HipWidth\":-0.221797988,\"HipHeight\":-1.00997281,\"KneeHeight\":
-0.50380c1,\"HandsLength\":-0.474291146,\"HandLength\":-0.169716456,\"HandWidth\":-0.08440817,\"FootLength\":-
0.2584485385},\"name\":\"Matt\",\"color\":{\"r\":0.8980392,\"g\":0.7647059,\"b\":0.360784322,\"a\":1.0}}",
                "last_modified": 1679267873831,
                "created_at": 1679285127367,
                "created_by": "a8d06d957-8de4-42aa-b42c-e765e7d76f96",
                "is_deleted": false,
                "operation": null
            }
        ]
    }
}
```


[103/294][:~u rokoko] [*:8080]

When: [23:21:46.177][127.0.0.1:63500] Client TLS handshake failed. The client does not trus…(more in eventlog)

05/12/2025

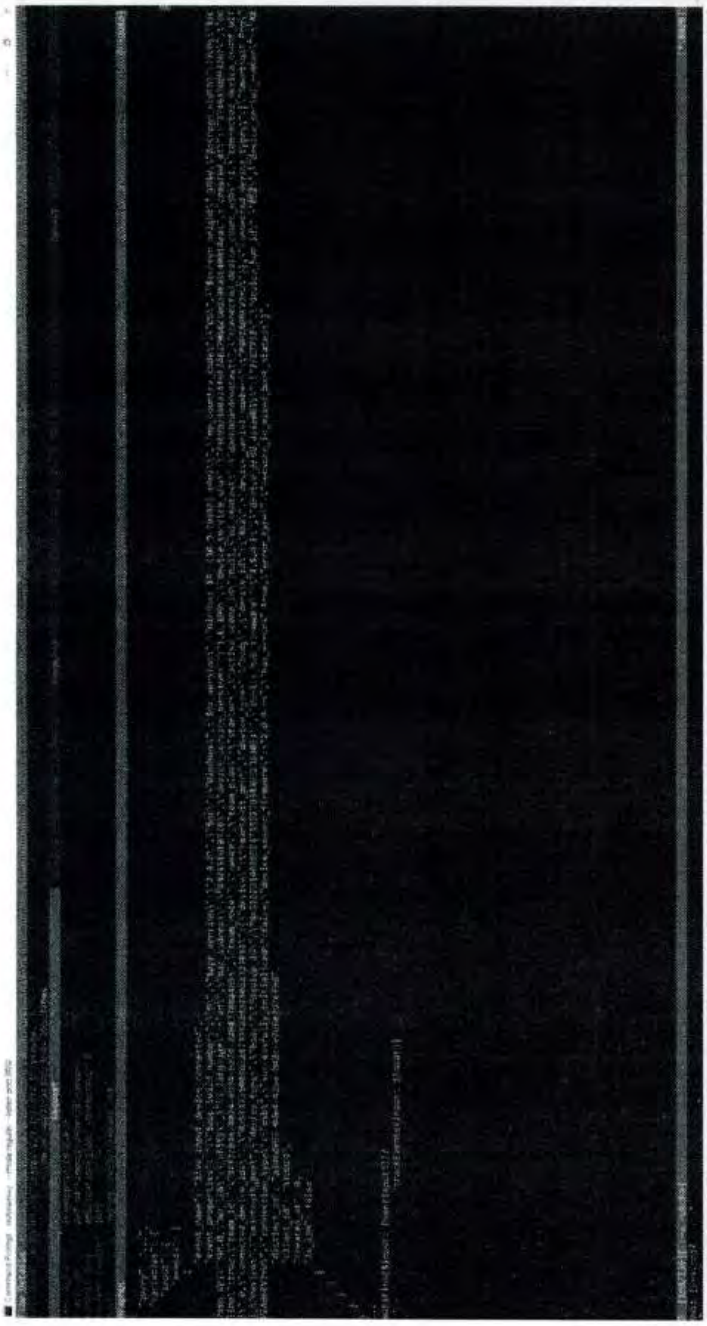
WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's software sending Plaintiff's intellectual property for his video game to them.

C:\Program Files\mitmproxy\bin\mitmproxy.exe

```
Flow Details
2025-05-03 19:08:50 POST https://3.167.212.14/graphql
                        ← 200 OK application/json 333b 379ms
                                                    Request
User-Agent:       TeamAppsync/0.2.0.0
Authorization:    eyJraWQiOiJaN2JGNkp5KzVtZFBrTUpGaVd0b0xCUk1GSzEzT0dKdk1EaSsycE9
                  5NTA2OGJkMC1hYzYyLTRmMmItYmVjNS0wNTMwNTlkZjQ2OGEiLCJldmVudF9pZC
                  FhMjkiLCJ1c2VybmFtZSI6ImE4ZDZkOTU3LTBkZTQtNDJhYS1iNDJjLWU3NjVlN
                  K6-6wES94MoN2w6GXst5vKpMTpFMat64-lekF3TNFc0VwuQ4L1qXCcZPOsPz5rp
Content-Type:     application/json; charset=utf-8
Content-Length:   648
Host:             rmp-team-gql.rokoko.com
GraphQL
{
  "query": "...",
  "variables": {
    "input": {
      "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
      "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
      "name": "THE NEXT WORLD",
      "is_deleted": false,
      "last_modified": 1746324529721
    }
  }
}
---
mutation($input: ProjectInput!){?
                    updateProject(input: $input) {?
                      project_id?
                      team_id?
                      name?
                      last_modified?
                      created_by?
                      created_at?
                      operation?
                      thumbnail_last_modified?
                      is_deleted}}
```

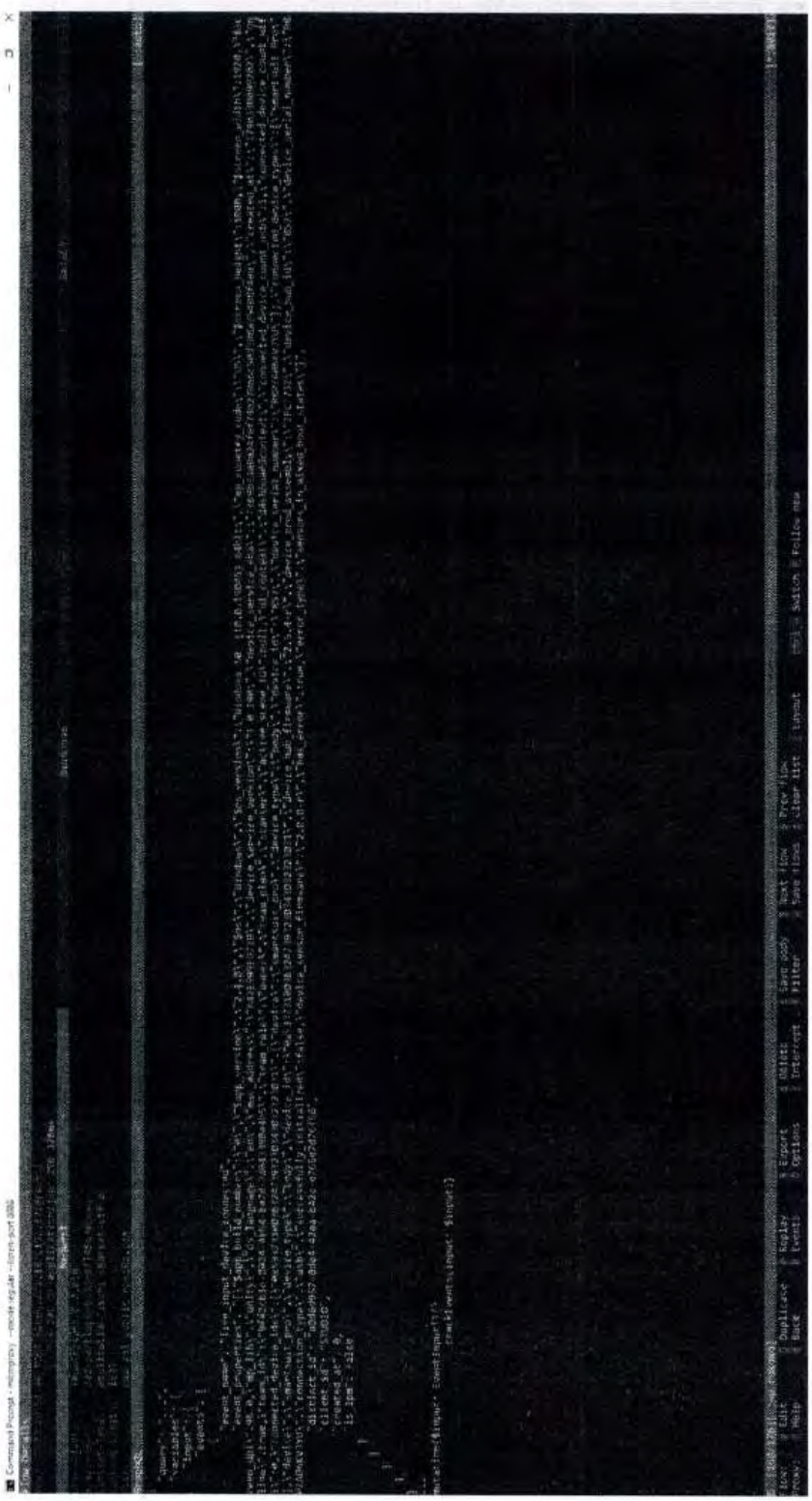
Proof that Defendant receives instant, detailed, accurate information about hardware failures and causes. This image shows Defendant at all times knew Plaintiff's sensors were malfunctioning but instead blamed it on cables.



Defendant's software sends them all hardware details of your machine including whether or not you own other products like "Oculus"

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant is told when you even plug hardware into your USB ports.



WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant tracks when your wifi settings change.

support.rokoko.com/hc/en-us/articles/22850513060113-Rokoko-Smartsuit-Pro-II-FAQs

Rokoko Studio?

- Is is possible to use the Smartsuit Pro II without a WiFi connection?
- What do the various colours on the Smartsuit Hub and sensors mean?
- Some of the sensors on the Smartsuit Pro II don't appear to be working?
- Can I wash my Smartsuit Pro II?
- What kind of warranty does my Smartsuit Pro II have?

All Rokoko products come with a default one year warranty. You can read more details about this here.

- What should I do if my Smartsuit Pro II isn't appearing in Rokoko Studio?

Was this article helpful?

Yes No

Have more questions? Submit a request

support.rokoko.com/hc/en-us/articles/14277621966351-What-warranty-does-the-Smartsuit-Pro-II-come-with

products, please don't hesitate to reach out to our Customer Support team at support@rokoko.com.

Out-of-Warranty Repairs

At Rokoko, we understand that sometimes electronic components may require repair, even after the warranty period has expired. To provide you with the best service possible, we offer out-of-warranty repair options for your Smartsuit Pro II.

Fixed Repair Costs

For products that are no longer covered by the warranty, a fixed cost will apply for in-house repairs based on the extent of the repair needed:

- **Minor Repair**: This category includes repairs involving issues such as diagnosis and repair time, cables, and only one sensor, or calibration adjustments. The cost for minor repairs is $150.
- **Major Repair**: Major repairs encompass more extensive issues, including diagnosis and repair time, cables, hub repair, more than one sensor, or calibration adjustments. The cost for major repairs is $250.

Please note that in some cases, repairs may require special attention or incur additional costs based on the specific nature of the repair needed. Special repair charges can vary, and our Customer Support team will assess and communicate any such charges before proceeding with the repair.

Additionally, customers have the option to contact our Customer Support team to prepare a Repair Kit, which may include cables and sensors at an additional cost. Customers taking this approach are responsible for self-repairing their product using the provided Repair Kit with instructions from our Customer Support team.

We want to ensure that you have the flexibility to choose the most suitable repair option for your needs. If you have any questions or require further assistance regarding repairs, special charges, or Repair Kits, please do not hesitate to contact our Customer Support team.

Shipping and Responsibility

support.rokoko.com/hc/en-us/articles/14675193130769-Can-I-return-the-Smartsuit-Pro-II-or-Smartgloves-and-get-a-refund

Can I return the Smartsuit Pro II or Smartgloves and get a refund?

Who is this article relevant for?
This article is for anyone who's looking to learn more about our return policy.

Which products is this article relevant for?
~~Smartsuit~~ Smartsuit Pro II Smartgloves

Return policy

We offer a generous 30-day return policy for all hardware products, starting from the date of delivery. This policy applies to our range of hardware items, not limited to Smartsuit and Smartgloves. This gives you ample time to try out your purchase and decide whether it meets your needs. If you find that the product does not meet your expectations, you can return it within 30 days from the date of delivery for a refund, **excluding shipping costs**.

Return Eligibility

To be eligible for a full refund, please adhere to the following conditions:

1. **Electronics**: The electronics component of the Smartsuit, Smartgloves, or any hardware product must not be damaged or altered in any way.

Defendant's website explicitly stating inventory and products and shipping come from the Copenhagen office, not a "third party logistics service" as Defendant argued

support.rokoko.com/hc/en-us/articles/14576595103505-Do-you-ship-globally-What-are-the-associated-costs

Rokoko → FAQ → Orders and Shipping

Do you ship globally? What are the associated costs?

In this article:
This article is for anyone who's looking to order or is currently waiting for their Rokoko tools.

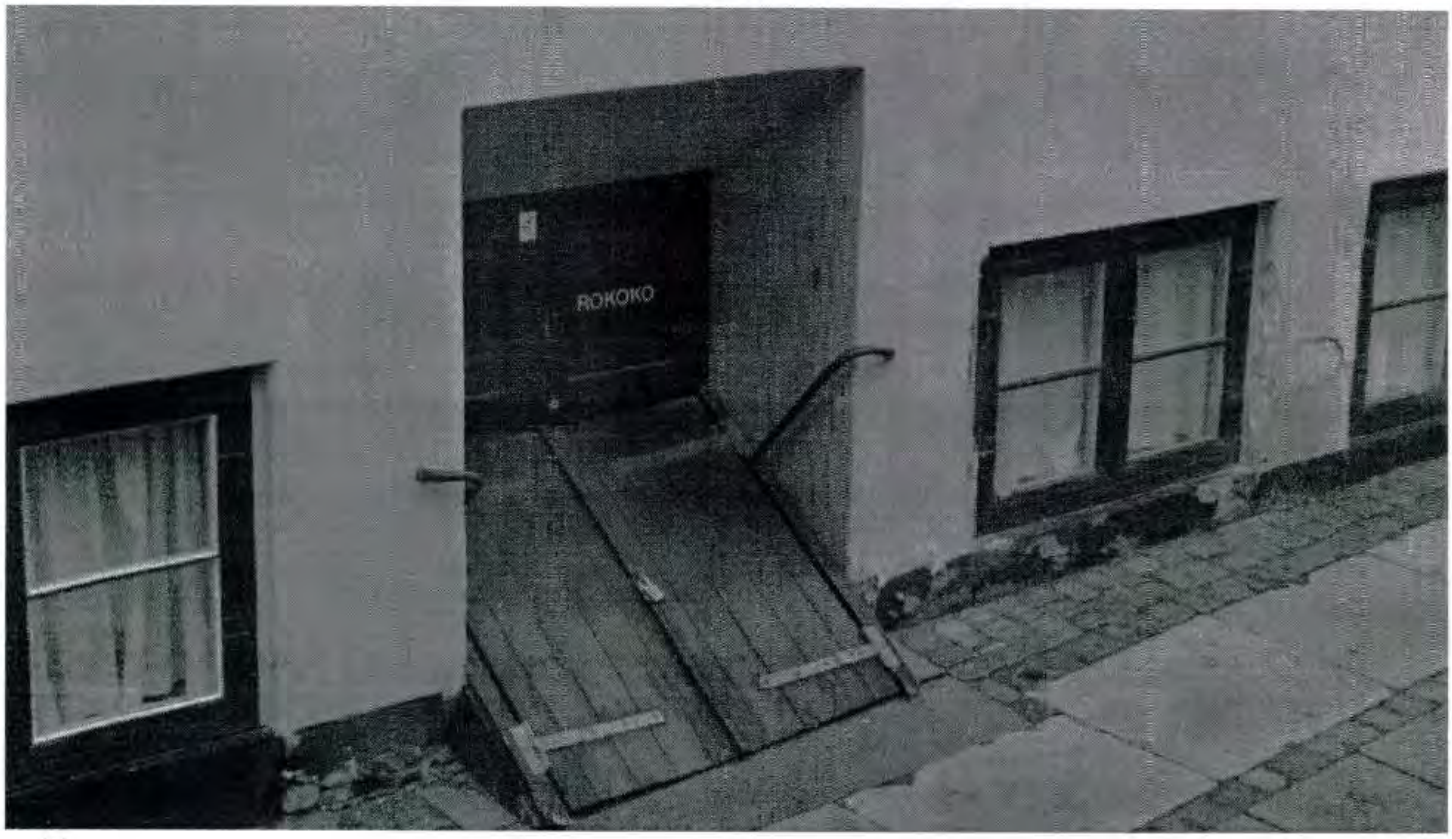
Global Shipping

We provide global shipping from our Copenhagen office via major shipping companies such as DHL, UPS, and FedEx. The shipping fee is calculated based on your address alongside the weight and number of items being shipped.

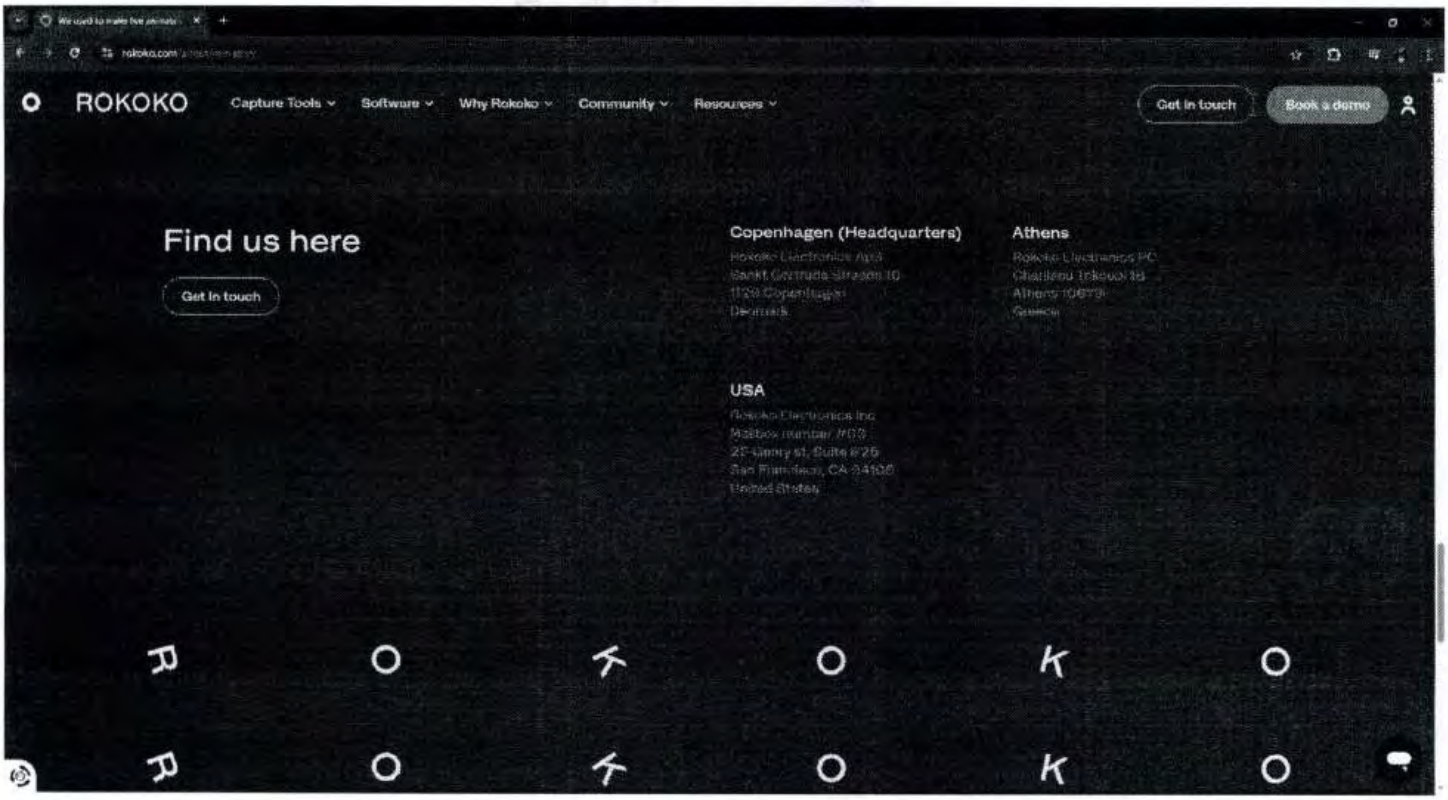
You will receive an email with a tracking number once your order has been shipped (i.e. when your order has left our Copenhagen office).

Please be aware that for deliveries outside the EU, customs fees may apply. We recommend checking with your local authorities to ensure a smooth delivery process when your order arrives in your country. Kindly note that these potential customs fees are not included in the price displayed on our shop webpage, and Rokoko does not cover these duties and fees. If you would like to verify the fee amount, the tariff code/HS code for the Smartsuit &

Defendant's Copenhagen headquarters. A 900sqft locked basement unit with no loading/shipping areas. Shared mailboxes in the walkway. Small sticker on door to establish commercial intent. Sep. 2024

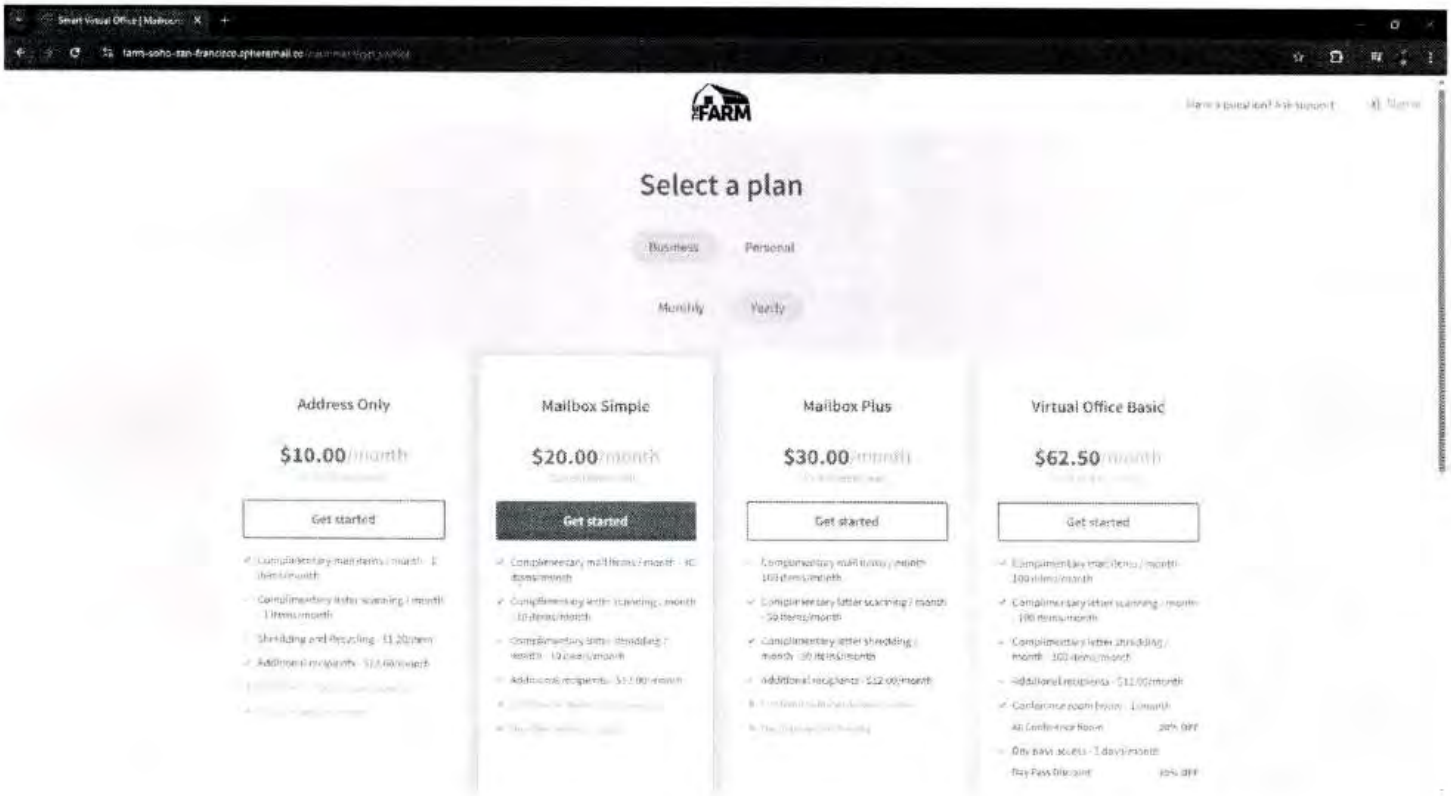


Defendant openly admitting on their website that there is no San Francisco office, it's simply a mailbox.



WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's "San Francisco Office" where "teams" are present:



WALSH v ROKOKO ELECTRONICS - EXHIBITS

Showing that Defendant's "Athens Office" where "teams" are present, is actually Stone Soup, a virtual office/mailbox service

google.com/search?q=Charilaou+Trikoupi+18+Athens+10679+Greece&tsca_esv=7d47c209775424ca&sxsrf=AHTn8zo0pyVKaO0:vridf

Google Charilaou Trikoupi 18 Athens 10679 Greece

Char. Trikoupi 18

Athina 106 79, Greece

Share

Most popular places at this address

Stone Soup

4.9 ★★★★★ (207)

Σεμινάρια Λογιστικής ΚΕΝΤΡΟ ΛΟΓΙΣΤΙΚΩΝ ΕΦΑΡΜΟΓΩΝ

5.0 ★★★★★ (127)

KARPOUZI ASPASIA

4.8 ★★★★★ (33)

Rokoko

https://www.rokoko.com › about › our-story

The story and people behind Rokoko

Headquartered in Copenhagen, Denmark, and with teams located in San Francisco, Los Angeles and Athens ... Charilaou Trikoupi 18, Athens 10679, Greece, USA. Rokoko ...

Χρυσός Οδηγός

https://www.xo.gr › maps › anazitisi-diefthynsis › triko...

18 Trikoupi Charilaou Street, 10679 Athens Attica

View the map of the Address: 18 Trikoupi Charilaou Street, 10679 Athens Attica and ((find)) the Routing

05/12/2025

Google

Stone Soup athens

Stone Soup Coworking Space

Workspace

People

News

Services

Research

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Stone Soup (@stonesoupcoworking)

Facebook · Stone Soup

Stone Soup

See photos

See outside

Stone Soup

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4.9 · 207 Google reviews

Defendant's "Los Angeles office" where "teams" work.

corpnet incorporated - Google

google.com/search?q=corpnet+incorporated&oq=corpnet+incorporated&gs_lcrp=

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Reviews

Google reviews Write a review Add a photo

J "Great **service** and friendly **staff!**"
★★★★★

L "Highly professional and efficient—I strongly recommend their **services!**"
★★★★★

"**RUN** don't walk away from this **company**."
★★★★★

Defendant stating they have "teams" located in Copenhagen, San Francisco, Los Angeles and Athens

ROKOKO Capture Tools Software Why Rokoko Community Resources Get in touch Book a demo

Our story

Headquartered in Copenhagen, Denmark, and with teams located in San Francisco, Los Angeles and Athens, our vision at Rokoko is to give all creative teams access to quick, non-intrusive and intuitive animation tools.

After founding our company in 2014, we immediately embarked on designing and producing our current flagship product, the Smartsuit Pro, an inertial motion capture suit that has now been shipped to more than 100 countries. The product was designed to make professional motion capture accessible to all creators. Today, the many thousands of users across a wide variety of skill-levels and application cases, from Animation & VFX, to Game Development to Education, attest to that goal having been achieved.

After the Smartsuit Pro, we launched both our Rokoko Gloves for finger tracking and our Face Capture solution, becoming the first ones in the industry to offer an integrated and real-time Full Performance Capture solution. With Rokoko Vision, we enlarged our capture tools portfolio to the masses thanks to innovative proprietary camera-based motion capture technology, directly in the browser.

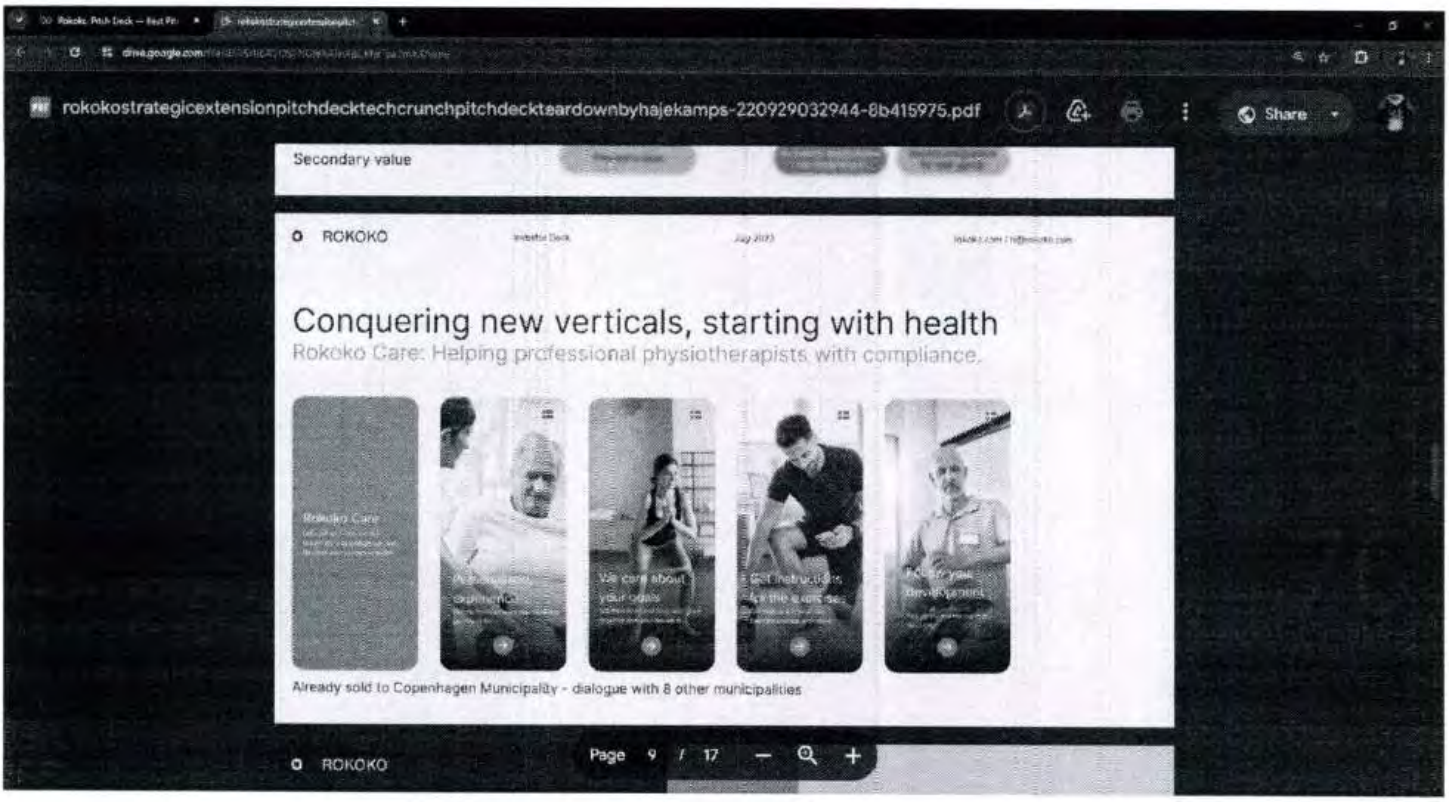
On top of that, we have also released several capture tool add-ons, like the Golf Pro (a markerless absolute position tracking device), the Head-rig (a lightweight rig for iPhone-based facial mocap) and the Motion Library (the world's largest marketplace of high-quality motion assets).

Lastly, we're constantly expanding the software suite behind all this magic, Rokoko Studio, with new and exciting animation features. This powerful motion editing tool will increasingly become a one-stop-shop for all character animation work, regardless of what software or hardware tool you decide to pair it with.

All our mocap and animation products are aimed at making access to creating, editing, and collaborating with professional 3D character animation quick, intuitive and accessible anywhere. As a result, one-man army indie creators as well as some of the biggest animation production companies in the world all choose Rokoko's tools for their animation pipelines. We couldn't be prouder and we can't wait to keep building new tools and perfecting them!

Showing Defendant's parallel company selling an AI product which was trained using motion capture data stolen from Plaintiff and other Rokoko users.

Defendant's pitch deck to investors tying the Parallel Company directly to Defendant's own company; making them one enterprise.



Celebrating 250K creators with up to 20% off our products! - Me...

File Message Help

Delete Archive Reply Reply All Forward All Apps Quick Steps Move Tags Editing Immersive Translate Zoom

Delete Respond Apps Quick Steps Language Zoom

Celebrating 250K creators with up to 20% off our products!

IF Io from Rokoko <io.koukoula@rokoko.com>
To Matthew Walsh

Reply Reply All Forward ...

Mon 3/17/2025 8:01 AM

If there are problems with how this message is displayed, click here to view it in a web browser.

ROKOKO

Hi Matthew,

I thought you might be interested to hear that we just hit an exciting new milestone – 250,000 creators animating in Rokoko Studio

As a thank-you to our dedicated storytellers who make Rokoko part of their workflow (yes, that includes you!), we're offering up to **20% of** until the end of March.

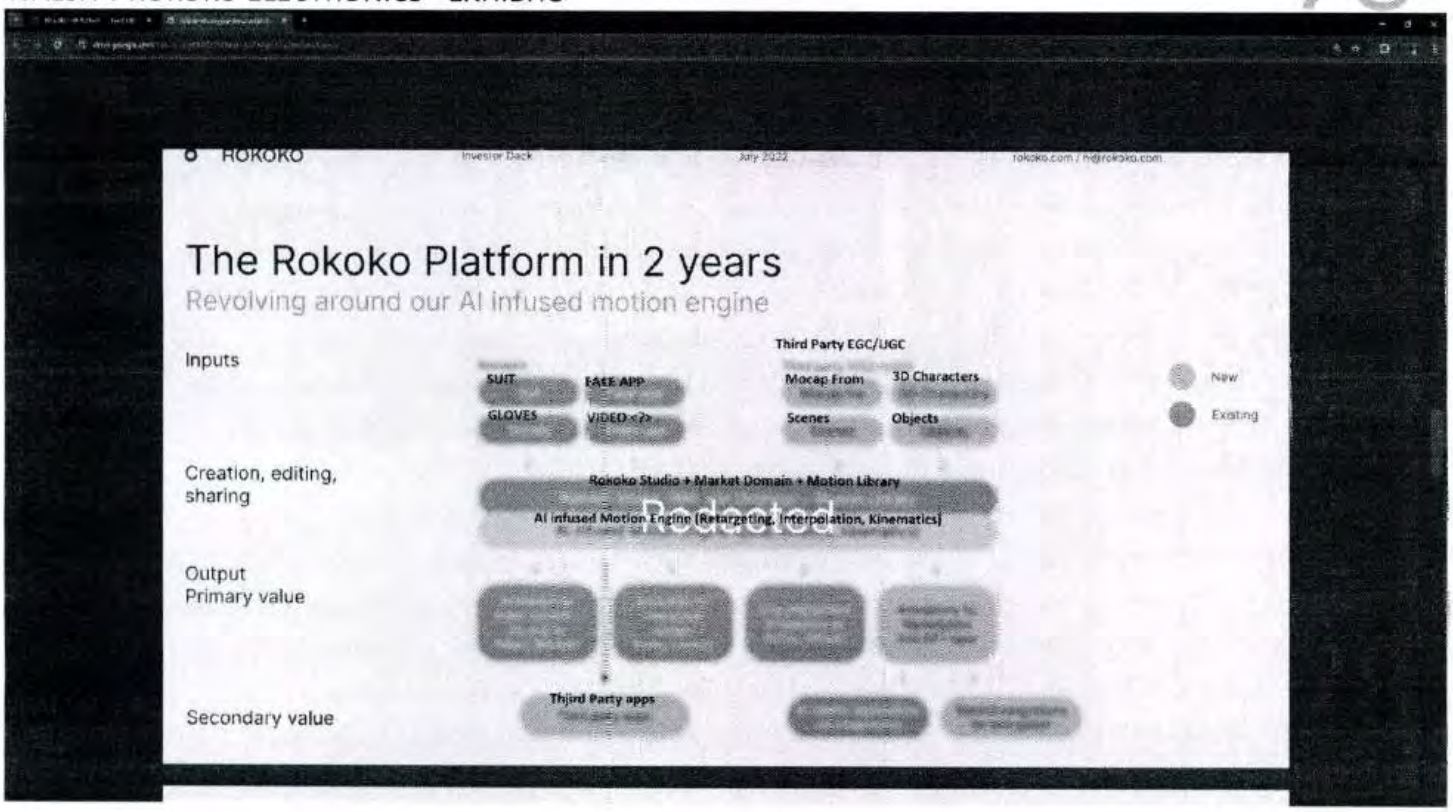
If there's something you've had your eye on, now's the perfect time! And if you'd like to chat about the best setup for your needs, feel free call with me here – I'd be happy to help.

We're thrilled to see so much creativity come to life with Rokoko, and we can't wait for the next 250K!

You can claim the up to 20% discount by responding to this email. Is there anything you've been waiting to add to your setup?

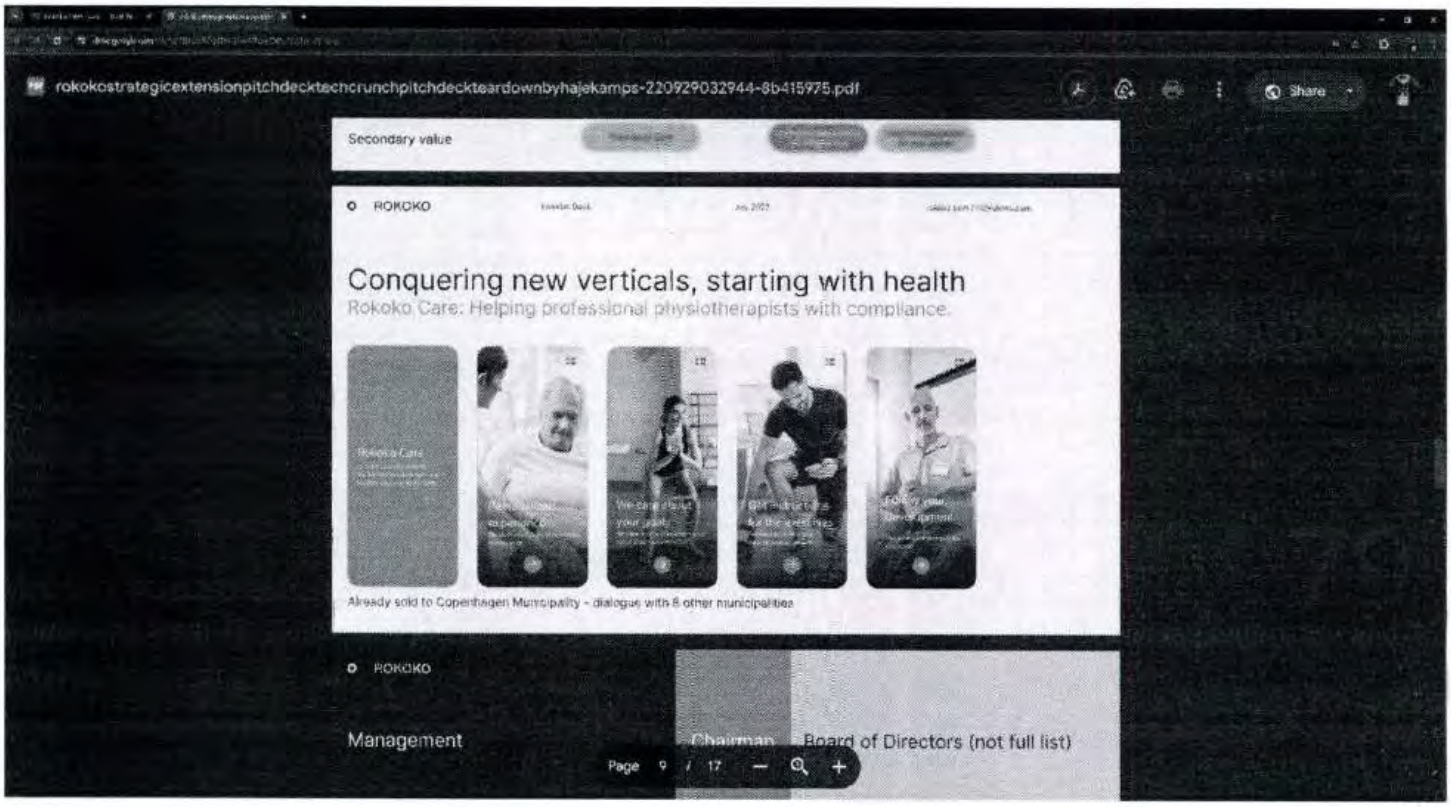
Best regards,

Io Koukoula
Customer Success Manager at Rokoko

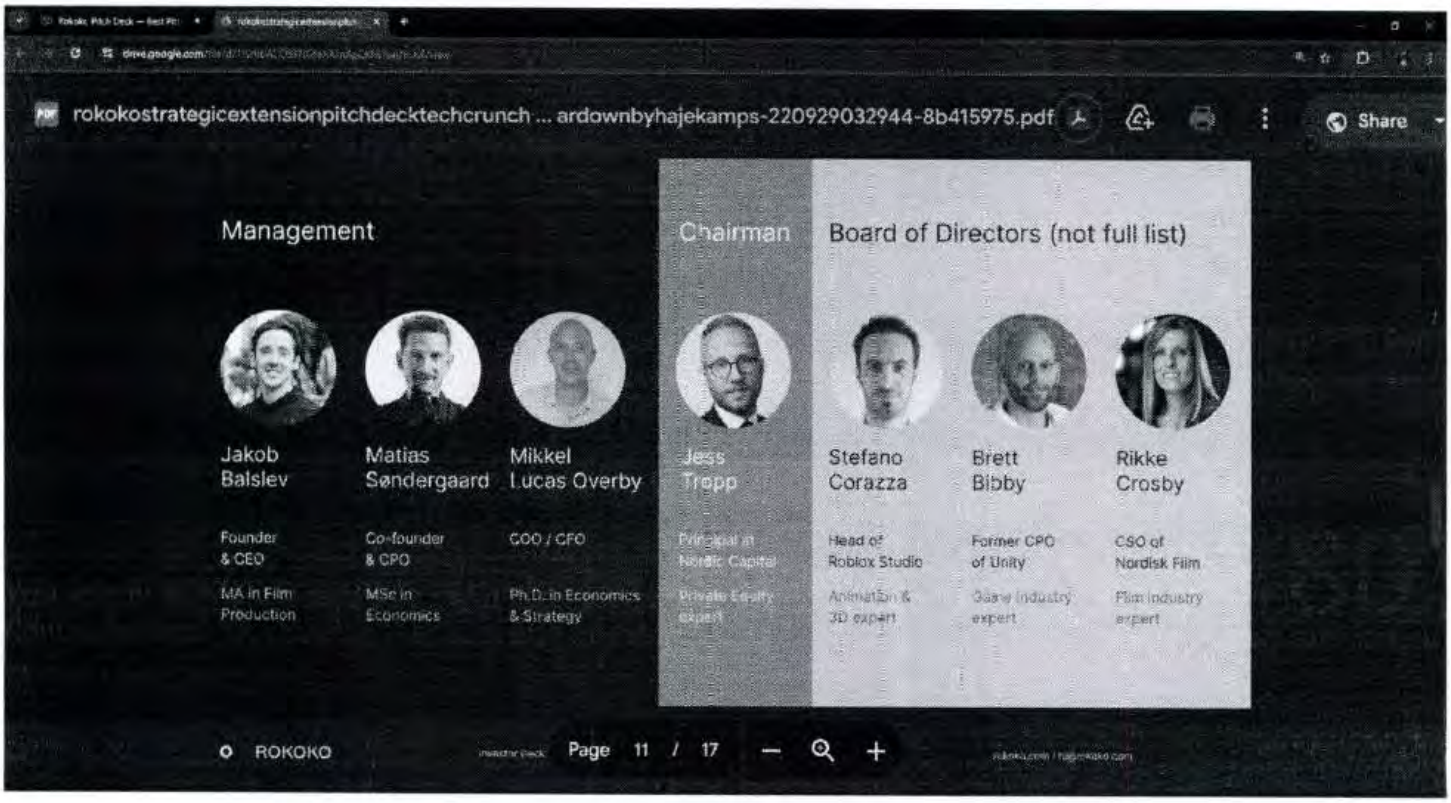


NOTE: Modified by Plaintiff to unredact text. Demand original in discovery.

Continued from 78, Defendant pitches to investors that Rokoko and Rokoko Care is the same enterprise and product line, using the same IP with the same management.



Continued from 79, showing shared management including head of Roblox Studio, Stefano Corazza and former CPO of Unity, Brett Bibby

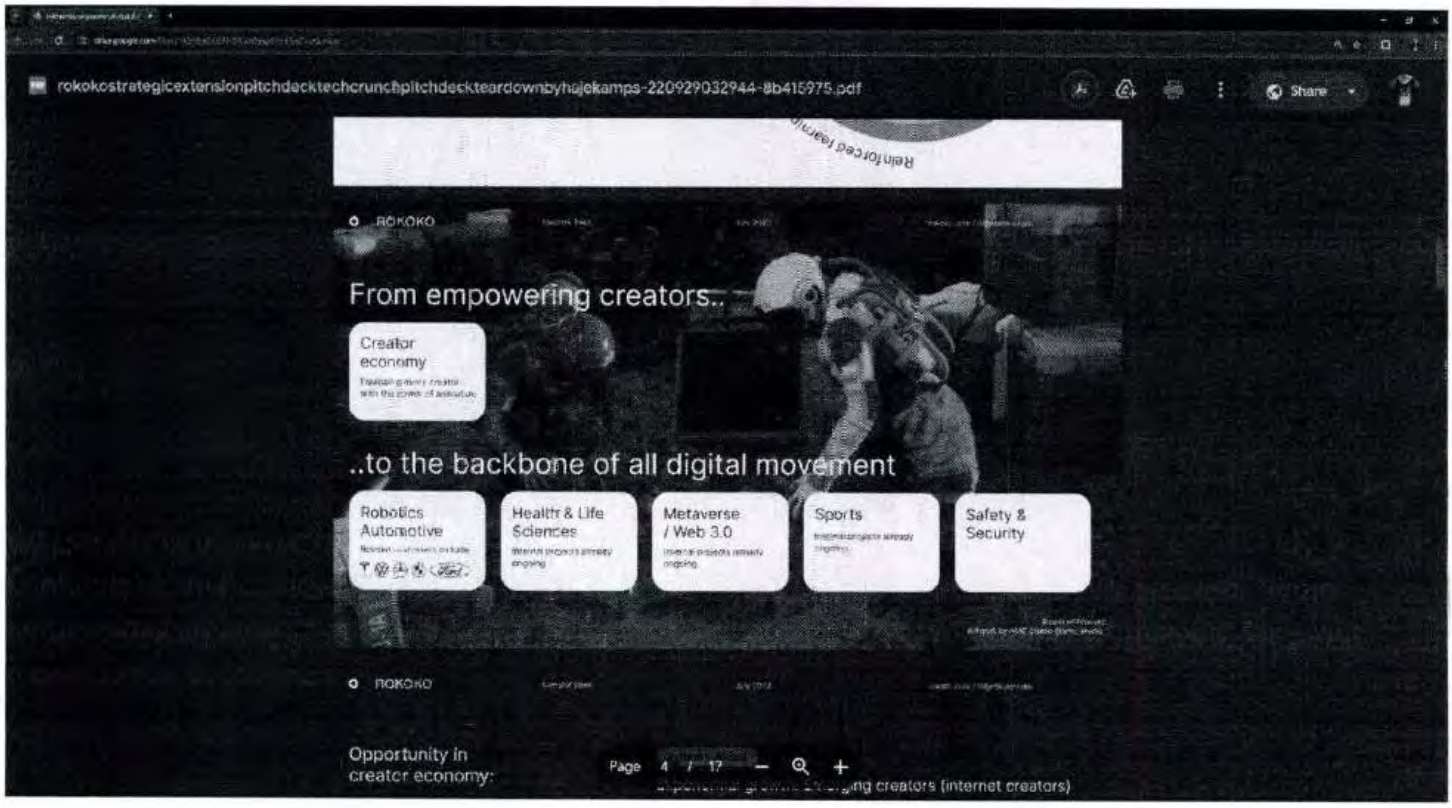


Continued from 80, Defendant claiming to investors they sold consumers hardware to become "the largest fleet of mocap systems in the market" and admitting "we collect motion data that exponentially improves our ability to distill digital movement through machine learning". They admit in 2024 alone they stole 90M pieces of intellectual property from users and claim they have sold around 135,000 motion capture systems in between 2021 and 2024 alone.

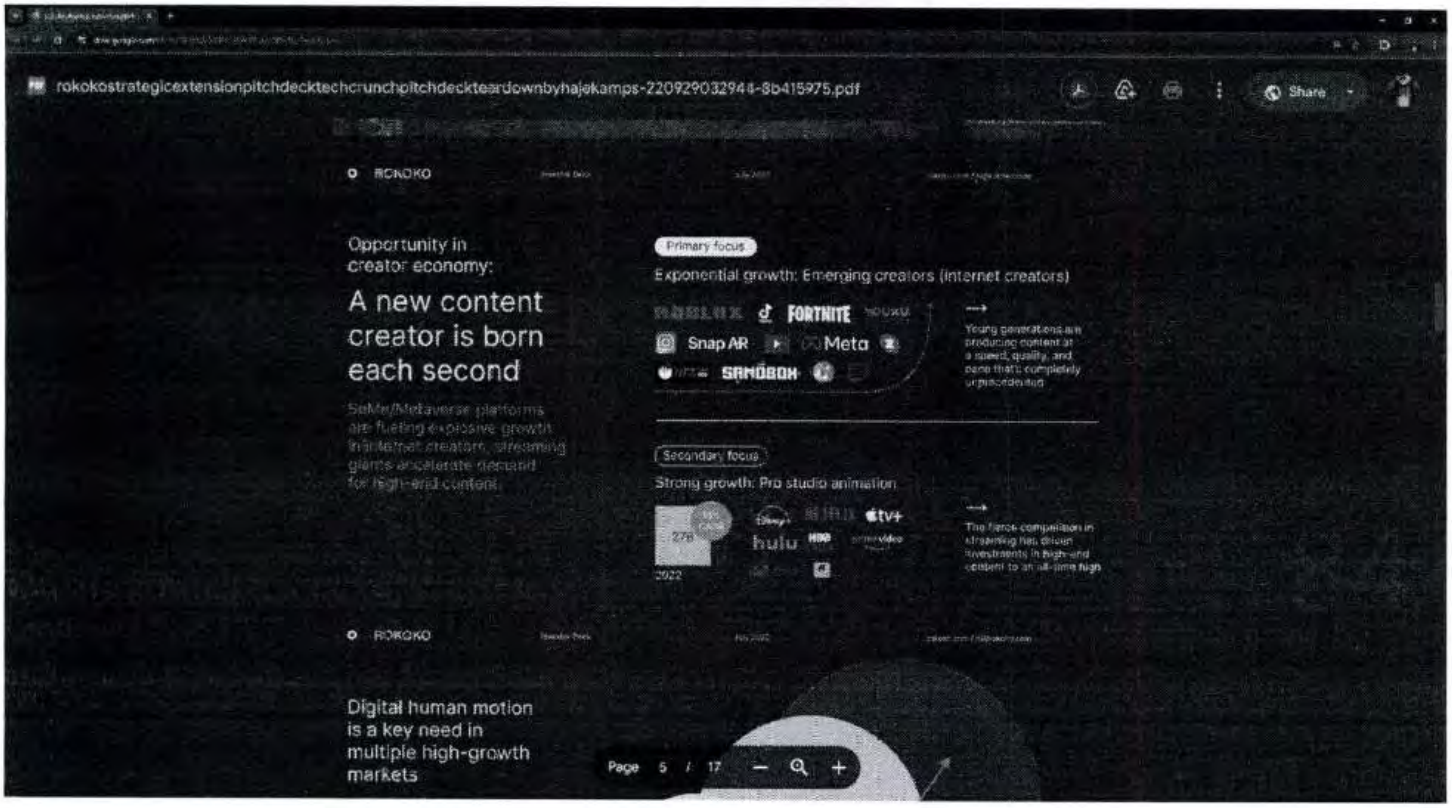
Continued from 81, showing Defendant at all times had planned to steal intellectual property from creators like Plaintiff, resell that data to third parties and train artificial intelligence while massively growing revenue year after year.

WALSH v ROKOKO ELECTRONICS - EXHIBITS

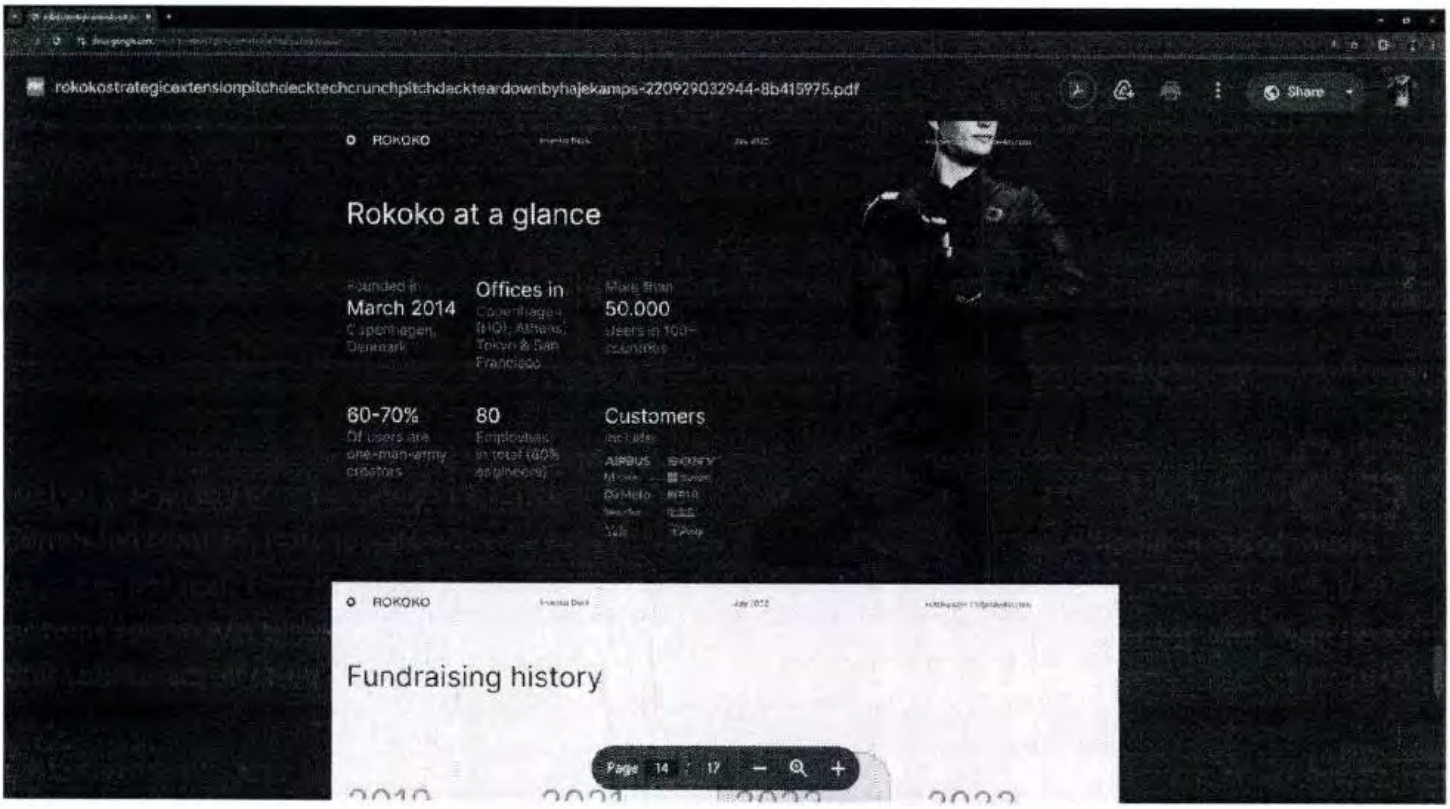
Continued from 82, showing Defendant in their own words state they steal intellectual property "From empowering creators..." and distribute it "... to the backbone of all digital movement" (namely, for-profit monetization by Defendant).



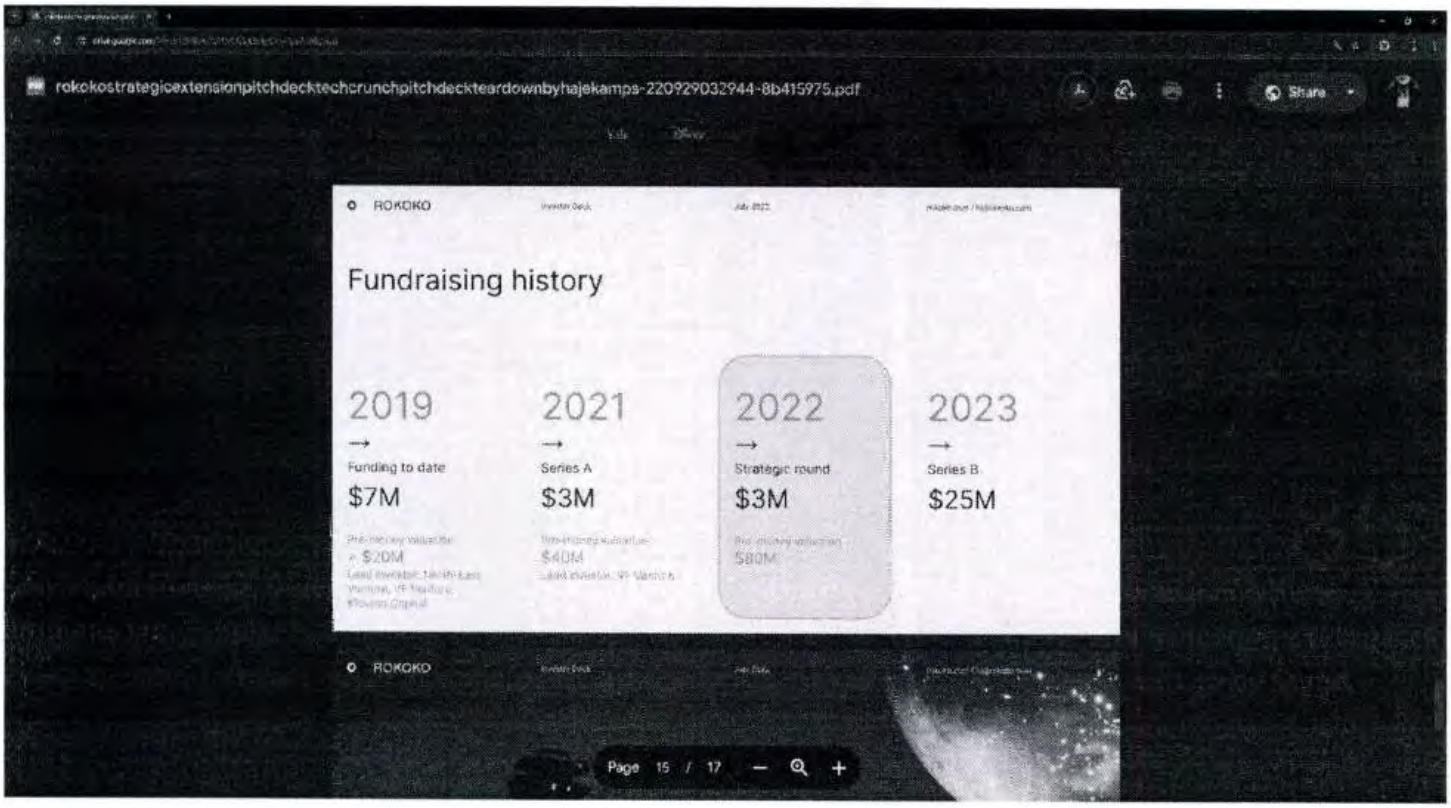
Continued from 83, Defendant states the companies which benefit from the stollen intellectual property, including Roblox, which is headed by Rokoko board member Stefano Corazza



Continued from 84, Defendant claims they have "offices" in multiple major cities, although none of those locations are real. They state they have 50,000 users in 100+ countries, yet Exhibit 81 states about 135,000 systems sold in just three years. Defendant also states 80 employees, 60% of which are engineers. Numbers that counteract all other accounts.



Continued from 85, Defendant admitting they collect VC money nearly every year and how much those amounts are. Despite having no office presences, no visible staff, no manufacturing or engineering workspaces or equipment, software made in Somalia and generally no physical infrastructure anywhere to be found.



WALSH v ROKOKO ELECTRONICS - EXHIBITS

Showing Defendant raised $3M on this pitch deck in the 2022 round.

Best Pitch Decks

Rokoko Pitch Deck

Rokoko was founded by Jakob Balslev, Mathias Kristensgaard, and Anders Klok in March 2014 — the idea first occurred in the city where they were at the National Film School of Denmark. Initially, they launched a Kickstarter campaign for the Smartsuit Pro.

The mocap (motion capture) company has over from 50,000 users all over the world, ranging from indie creators to some of the biggest names in the industry.

Rokoko used this pitch deck to raise a $3M (Seed) round which was specifically pulled together to bring the creators of Zepeto into Rokoko's cap table.

The funding round values Rokoko at over $80 million, led by Naver Z, joined by two existing lead investors, VF Venture and North-East Venture, along with angelfire specialist Thomas Visti (Universal Robots, MiR) and new, seven member Brett Bibby.

About the Rokoko Pitch Deck

Raised: $3M
Year: 2022
Stage: Series C
Investors: VC — Naver Z, VF Venture, North-East Venture, Thomas Visti (Universal Robots, MiR), Brett Bibby

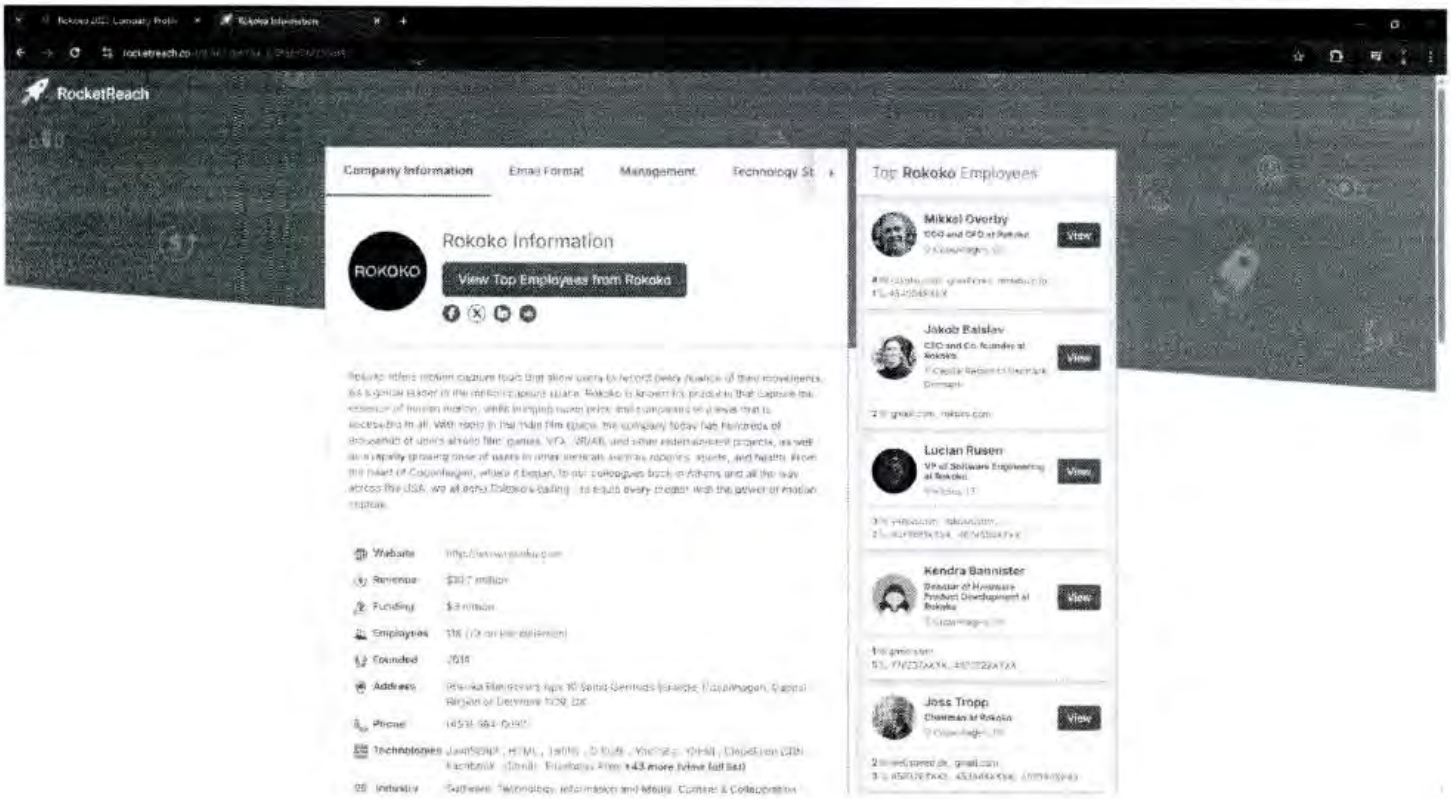
About Rokoko

Rokoko develops consumer motion capture and animation technology.

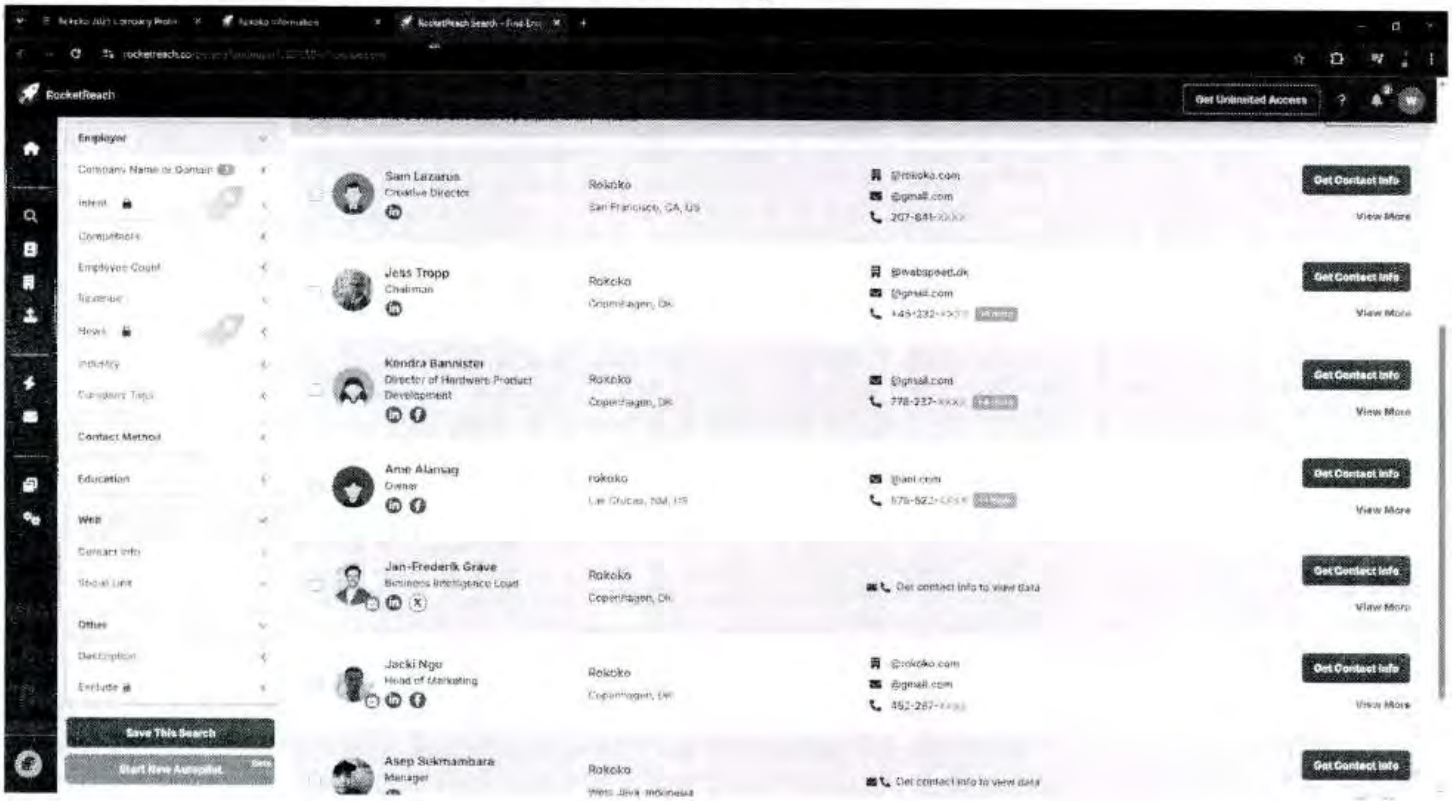
Industry: Software
Tags: Motion Capture, VFX, Video, Film, Hardware, Animation, Software, SaaS
Business Model: SaaS
Customer Model: B2B
Website: www.rokoko.com
Legal Name: Rokoko

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko's rocket-reach profile claims they have 118 employees and claims they have offices across the world.



Continued from 87, all of Defendant's employees seem to have top-tier titles, everyone is a "CEO" or "VP" or "Director" or "Chairman" or "Lead" or "Owner" or "Manager"



A shipping box from Defendant, sent from Copenhagen, return addressed to the Copenhagen office address with the COO Mikkel Overby's name

MIKKEL LUCAS OVERBY
0045402426121129
ROKOKO ELECTRONICS
SANKT GERTRUDS STRAEDE 6E
1129 COPENHAGEN C
DENMARK

1 KG

SHIP TO:
MATTHEW WALSH
(661) 644-0012
MATTHEW WALSH
28435 ASCENT WAY
SANTA CLARITA CA 91350
UNITED STATES

CA 913 0L1


SHIP TO:
1 KG
SANTA CLARITA
UNITED STATES CA 91350
CA 913 9-01
UPS SAVER
TRACKING # 1Z 1FA 199 04 9613 3283
1P
INV
BILLING I/D
DEEZ WRAPSUM Pro Textile

Invoice

Page

FROM
Tax ID/EIN/VAT No.:
Contact Name: Mikkel Lunds Overby
Rokoko Electronics
Sankt Gertruds Stræde 6E

Copenhagen C 1129

Denmark
Phone: 004540242612 (1129)

SHIP TO
Tax ID/VAT No.:
Contact Name: Matthew Walsh
Matthew Walsh
28435 Ascent Way

SANTA CLARITA, CA 91350

United States
Phone: (661) 644-0012

Waybill Number: 1FA199XDYX8
Shipment ID: 1FA199XDYX8

Date: 22-SEP-2020
Invoice No:
PO No:
Terms of Sale (Incoterms):
Reason for Export: Sample

SOLD TO INFORMATION
Tax ID/VAT No.:
Contact Name: Matthew Walsh
Matthew Walsh
28435 Ascent Way

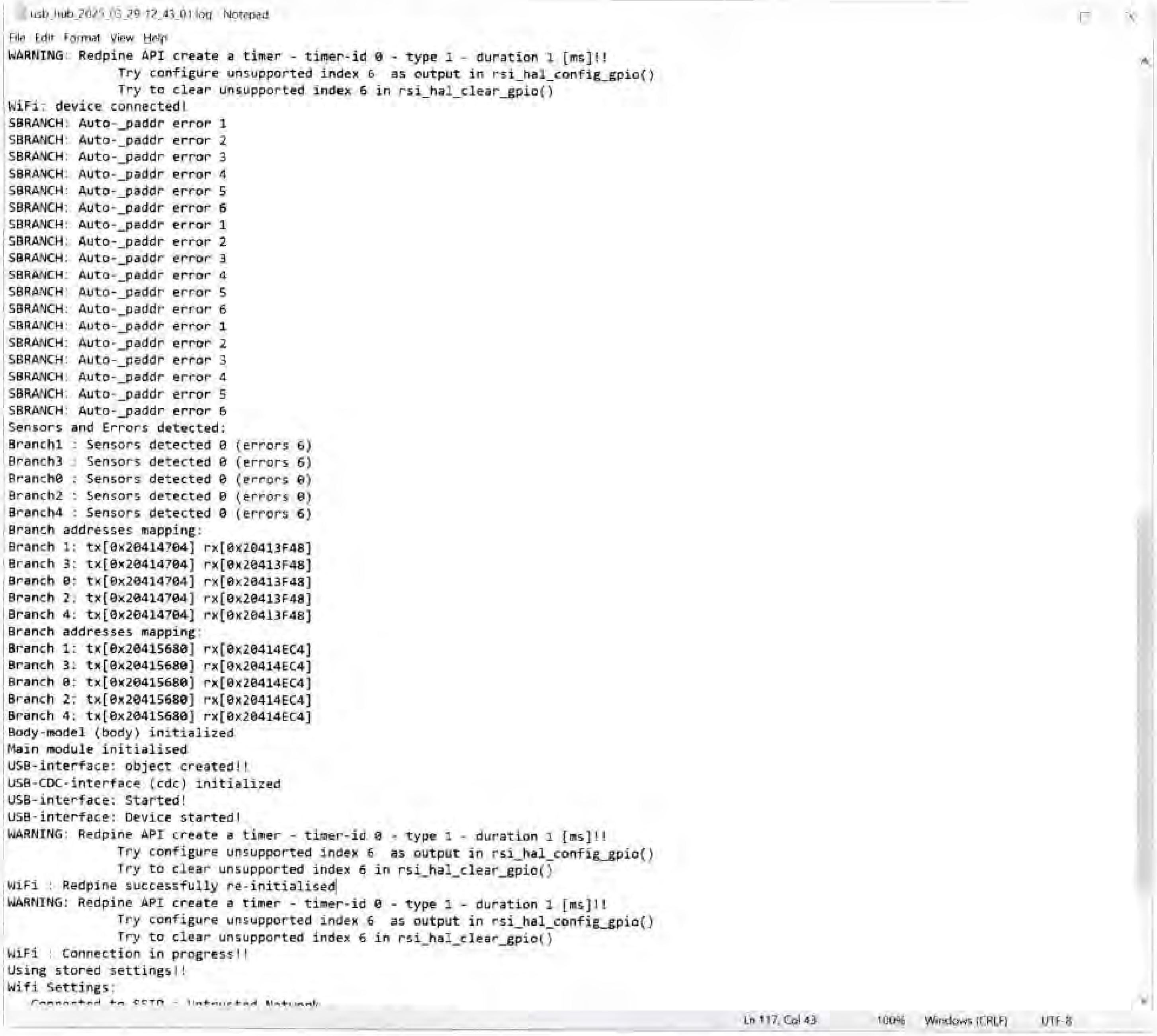
SANTA CLARITA, CA 91350

United States
Phone: (661) 644-0012

Units	U/M	Description of Goods/Part No.	Harm. Code	C/O	Unit Value	Total Value
1	PA	Smartsuit Pro Textile Smartsuit Pro Textile	62113310	DK	350.00	350.00

05/12/2025

Technical logs from 2025 showing sensor failures, ignored by Defendant and instead recommended replacement wires for the second time.



```
WARNING: Redpine API create a timer - timer-id 0 - type 1 - duration 1 [ms]!!
              Try configure unsupported index 6  as output in rsi_hal_config_gpio()
              Try to clear unsupported index 6 in rsi_hal_clear_gpio()
WiFi: device connected!
SBRANCH: Auto-_paddr error 1
SBRANCH: Auto-_paddr error 2
SBRANCH: Auto-_paddr error 3
SBRANCH: Auto-_paddr error 4
SBRANCH: Auto-_paddr error 5
SBRANCH: Auto-_paddr error 6
SBRANCH: Auto-_paddr error 1
SBRANCH: Auto-_paddr error 2
SBRANCH: Auto-_paddr error 3
SBRANCH: Auto-_paddr error 4
SBRANCH: Auto-_paddr error 5
SBRANCH: Auto-_paddr error 6
SBRANCH: Auto-_paddr error 1
SBRANCH: Auto-_paddr error 2
SBRANCH: Auto-_paddr error 3
SBRANCH: Auto-_paddr error 4
SBRANCH: Auto-_paddr error 5
SBRANCH: Auto-_paddr error 6
Sensors and Errors detected:
Branch1 : Sensors detected 0 (errors 6)
Branch3 : Sensors detected 0 (errors 6)
Branch0 : Sensors detected 0 (errors 0)
Branch2 : Sensors detected 0 (errors 0)
Branch4 : Sensors detected 0 (errors 6)
Branch addresses mapping:
Branch 1: tx[0x20414704] rx[0x20413F48]
Branch 3: tx[0x20414704] rx[0x20413F48]
Branch 0: tx[0x20414704] rx[0x20413F48]
Branch 2: tx[0x20414704] rx[0x20413F48]
Branch 4: tx[0x20414704] rx[0x20413F48]
Branch addresses mapping:
Branch 1: tx[0x20415680] rx[0x20414EC4]
Branch 3: tx[0x20415680] rx[0x20414EC4]
Branch 0: tx[0x20415680] rx[0x20414EC4]
Branch 2: tx[0x20415680] rx[0x20414EC4]
Branch 4: tx[0x20415680] rx[0x20414EC4]
Body-model (body) initialized
Main module initialised
USB-interface: object created!!
USB-CDC-interface (cdc) initialized
USB-interface: Started!
USB-interface: Device started!
WARNING: Redpine API create a timer - timer-id 0 - type 1 - duration 1 [ms]!!
              Try configure unsupported index 6  as output in rsi_hal_config_gpio()
              Try to clear unsupported index 6 in rsi_hal_clear_gpio()
WiFi : Redpine successfully re-initialised
WARNING: Redpine API create a timer - timer-id 0 - type 1 - duration 1 [ms]!!
              Try configure unsupported index 6  as output in rsi_hal_config_gpio()
              Try to clear unsupported index 6 in rsi_hal_clear_gpio()
WiFi : Connection in progress!!
Using stored settings!!
Wifi Settings:
   Connected to SSID - Untrusted Network
```

Defendant's Parallel Company registered to the same HQ address as Defendant's primary business, lists 6 employees, and 2 VC financing rounds since 2024

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Rokoko Care

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ROKOKO Care

Rokoko Care Overview

Update this profile

Year Founded	Status	Employees	Latest Deal Type
2024	Private	6	Corporate

Financing Rounds

2

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Rokoko Care General Information

Description

Developer of software products intended to serve the healthcare sector. The company's short-term goal setting function, motion capture, session and symptom overview offers physiotherapy software product, thereby helping healthcare professionals with clinical decisions based on training data.

Contact Information

Website
www.rokokocare.com

Ownership Status
Privately Held (backing)

Financing Status

Primary Industry
Application Software

Corporate Office
Sankt Gertruds Straede 10
K
1129 Copenhagen
Denmark

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's Pitchbook page which shows the same office location as the Parallel Company

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ROKOKO

Rokoko Overview

Update this profile

Year Founded **2014** | Status **Private** | Employees **113**

Latest Deal Type **Later Stage VC** | Latest Deal Amount **$3M** | Investors **11**

This is a profile preview from the PitchBook Platform.

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Rokoko General Information

Description

Developer of a motion capture technology designed to give all creative teams access to quick, non-intrusive, and intuitive animation tools. The company's technology uses motion capture sensors and three-dimensional graphics wearable sensors to create live complex scenes with characters, props and virtual cameras, enabling creators to turn any space into a professional motion capture stage for recording, visualizing, and exporting moments.

Contact Information

Website
www.rokoko.com

Ownership Status
Privately Held (backing)

Financing Status
Venture Capital-Backed

Primary Industry
Multimedia and Design So...

Other Industries
Other Commercial Products
Other Hardware

Vertical(s)
Saas, Wearables &

Corporate Office
Sankt Gertruds Straede 10
1129 Copenhagen
Denmark
+45 60

WALSH v ROKOKO ELECTRONICS - EXHIBITS
Defendant is valued at as of 2022

slideshare.net

slideshare

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Rokoko pitch deck: $80M motion capture tech

Pitch Decks

Rokoko was founded by Jakob Balslev, Matias Sendergaard, and Anders Klok in March 2014. Initially, they launched a Kickstarter campaign for the Smartsuit Pro.

The mocap (motion capture) company has more than 50,000 users all over the world, ranging from indie creators to some of the biggest names in the business.

Rokoko used this pitch deck to raise a $3M strategic round which was specifically pulled together to bring the creators of Zepeto onto Rokoko's cap table. The funding round values Rokoko at over $80 million, led by Naver Z.

Business

Recommended

Pitch Deck Teardown: Rootine's $10M Series ...

HajeJanKamps

Pitch Deck Teardown: Fibery's $5.2M Series ...

HajeJanKamps

236Me SPAC Pitch Deck ($3.5B Valuation)

Pitch Decks

Ladder - "crown jewel" of insurtech nabs $100M

WALSH v ROKOKO ELECTRONICS - EXHIBITS
Defendants company profile: $80M valuation

Tracxn

Discover > Companies > Rokoko

Navigate to

Overview
- About the company
- Funding and Investors
- Founders and Board of Directors
- Competitors and Alternatives
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Funding & Investors
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Rokoko company profile

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Rokoko - About the company

Rokoko is a series A company based in Copenhagen (Denmark), founded in 2014 by Mathias Sondergaard and Jakob Kolstrup. It operates as a Provider of a sensor-based wearable suit for 3D motion capture. Rokoko has raised $13.7M in funding from investors like VF, North East Venture and NAVER Z, with a current valuation of $80M. The company has 50 active competitors, including 15 funded and 5 that have exited. Its top competitors include companies like Photoneo, Triad Semiconductor and Prophesee.

Company Details

Provider of a sensor based wearable suit for 3D motion capture. The motion suit consists of multiple embedded sensors that are placed in a manner that cover all moving joints of the body. It also comprises a hub in the suit that sends the collected motion data. It also offers gloves that use a set of sensors to track the user's finger movements. It develops an SDK and software plugins that allow developers to easily customize and integrate suit into their applications. It has applications in augmented and virtual reality, and 3D character animation.

Website	www.rokoko.com/
Social	
Email ID	*****@rokoko.com

Key Metrics

Founded Year
2014

Location
Copenhagen, Denmark

Stage
Series A

Total Funding
$13.7M in 8 rounds

Latest Funding Round
Series A, on Dec 20, 2021, $11.0M

Post Money Valuation
$80M as on Aug 18, 2021

Investors
VF & 5 more

Ranked
4th among 50 active competitors

Employee Count
27 as on Dec 31, 2021

Similar Companies

ROKOKO ELECTRONICS APS
Annual report 2023
CVR no. 35 68 06 67

Financial statements 1 January – 31 December

Income statement

DKK	Note	2023	2022
Gross profit		20,325,727	32,523,660
Staff costs	2	-28,768,707	-26,005,520
Depreciation of property, plant and equipment and amortisation of intangible assets		-4,399,091	-3,200,676
Profit/loss before financial income and expenses		-12,842,071	3,317,464
Other financial income		99,856	1,832,449
Other financial expenses		-3,064,425	-829,390
Profit/loss before tax		-15,806,640	4,320,523
Tax on profit/loss for the year	3	910,579	116,972
Profit/loss for the year		-14,896,061	4,437,495

Proposed profit appropriation/distribution of loss

Reserve for development costs	6,468,773	10,524,584
Retained earnings	-21,364,834	-6,087,089
	-14,896,061	4,437,495

Defendant's financial statements claiming property, plants and equipment despite no physical locations of any kind, equity investments in other group entities, inventories of $37m and $30m respectively despite having no warehouse or inventory of any kind and only $1.3m banked cash (2023), claiming a total in assets of $106m

Financial statements 1 January – 31 December

Balance sheet

DKK	Note	31/12 2023	31/12 2022
ASSETS			
Fixed assets			
Intangible assets	4		
Completed development projects		24,763,723	15,489,929
Acquired intangible assets		1,908	3,340
Development projects in progress		20,954,638	21,935,132
		45,720,269	37,428,401
Property, plant and equipment	5		
Fixtures, fittings, tools and equipment		1,156,924	421,257
Leasehold improvements		29,923	46,156
		1,186,847	467,413
Investments			
Equity investments in group entities		13,558,028	10,058,633
Other receivables		647,978	646,122
		14,206,006	10,704,755
Total fixed assets		61,113,122	48,600,569
Current assets			
Inventories			
Raw materials and consumables		37,945,647	30,289,899
Receivables			
Trade receivables		386,963	30,455
Receivables from group entities		0	2,315,988
Corporation tax		1,474,180	0
Other receivables		1,662,862	209,728
Prepayments		2,219,542	442,180
		5,743,547	2,998,351
Cash at bank and in hand		1,322,671	2,689,936
Total current assets		45,011,865	35,978,186
TOTAL ASSETS		106,124,987	84,578,755

Notes

1 Accounting policies

Liabilities other than provisions

Financial liabilities are recognised at the date of borrowing at cost, corresponding to the proceeds received less transaction costs paid. In subsequent periods, the financial liabilities are measured at amortised cost, corresponding to the capitalised value using the effective interest rate. Accordingly, the difference between cost and the nominal value is recognised in the income statement over the term of the loan together with interest expenses.

Other liabilities are measured at amortised cost.

Deferred income

Deferred income comprises payments received regarding income in subsequent years

2 Staff costs

DKK	2023	2022
Wages and salaries	27,662,363	24,393,440
Pensions	695,478	1,202,612
Other social security costs	410,866	409,468
	28,768,707	26,005,520
Average number of full-time employees	45	46

3 Tax on profit/loss for the year

DKK	2023	2022
Current tax for the year	-1,474,180	0
Deferred tax adjustment for the year	741,314	0
Adjustment of tax concerning previous years	-177,713	-116,972
	-910,579	-116,972

Defendant's terms of use that they are not liable for false advertising

Rokoko 2025 | Tips, tutorials | Rokoko Finan | rokoko studio | rokoko_studio | Rokoko - Stu

rokoko.com/studio-term-of-use

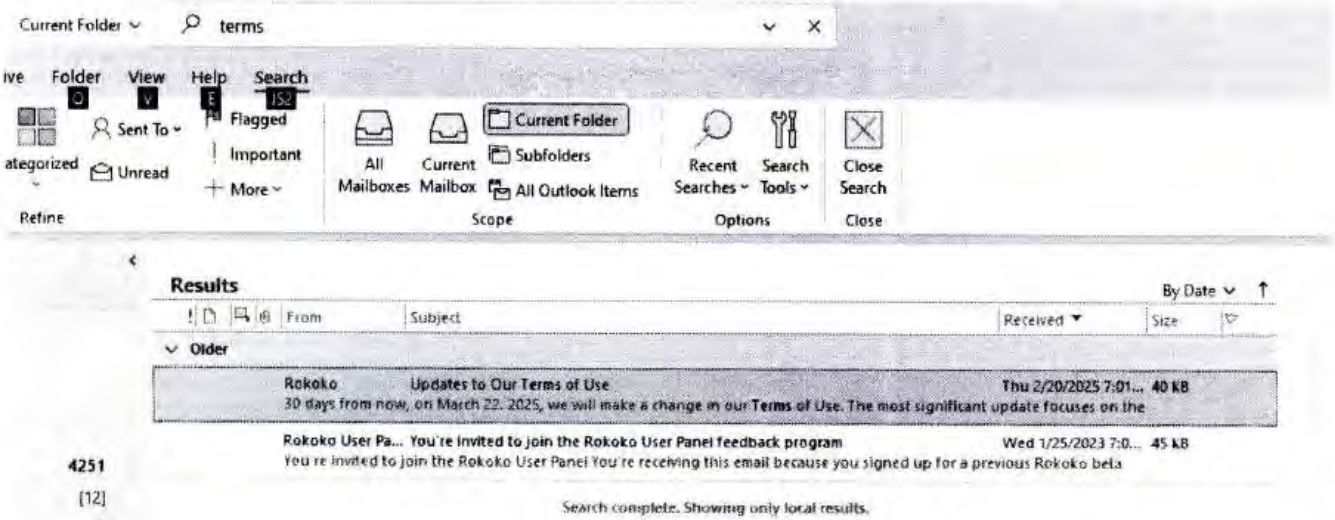
Capture Tools | Software | Why Rokoko | Community | Resources | Get in touch | Book a demo

11.1 The liability of us and our subsidiaries, holding companies, representatives, and other affiliates towards you from all causes of action and under all theories of liability under these terms will be limited to the amounts paid to us by you in the past six months for the services relating to the dispute. In no event shall we or our subsidiaries, holding companies, representatives, and other affiliates be liable to you for any special, incidental, exemplary, punitive, or consequential damages (including loss of data, business, profits, or ability to execute) or for the cost of procuring substitute products arising out of or in connection with these terms or your use of the services, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability, or otherwise, and whether or not we have been advised of the possibility of such loss or damage. The foregoing limitations will survive and apply even if any limited remedy specified in the terms is found to have failed of its essential purpose.

11.2 You expressly understand and agree that we, our subsidiaries, holding companies, representatives, and affiliates, and their licensors shall not be liable to you for any loss or damage which may be incurred by you, including loss or damage as a result of: (i) any reliance placed by you on the completeness, accuracy, or existence of any advertising, or as a result of any relationship or transaction between you and us or any developer, advertiser, or sponsor whose advertising appears in the services; or for any permanent or temporary cessation in the provision of the services; (iii) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services; (iv) your failure to provide us with accurate account information.

WALSH v ROKOKO ELECTRONICS - EXHIBITS

An email search showing Defendant only issued one single notification of change of terms ever.



4251

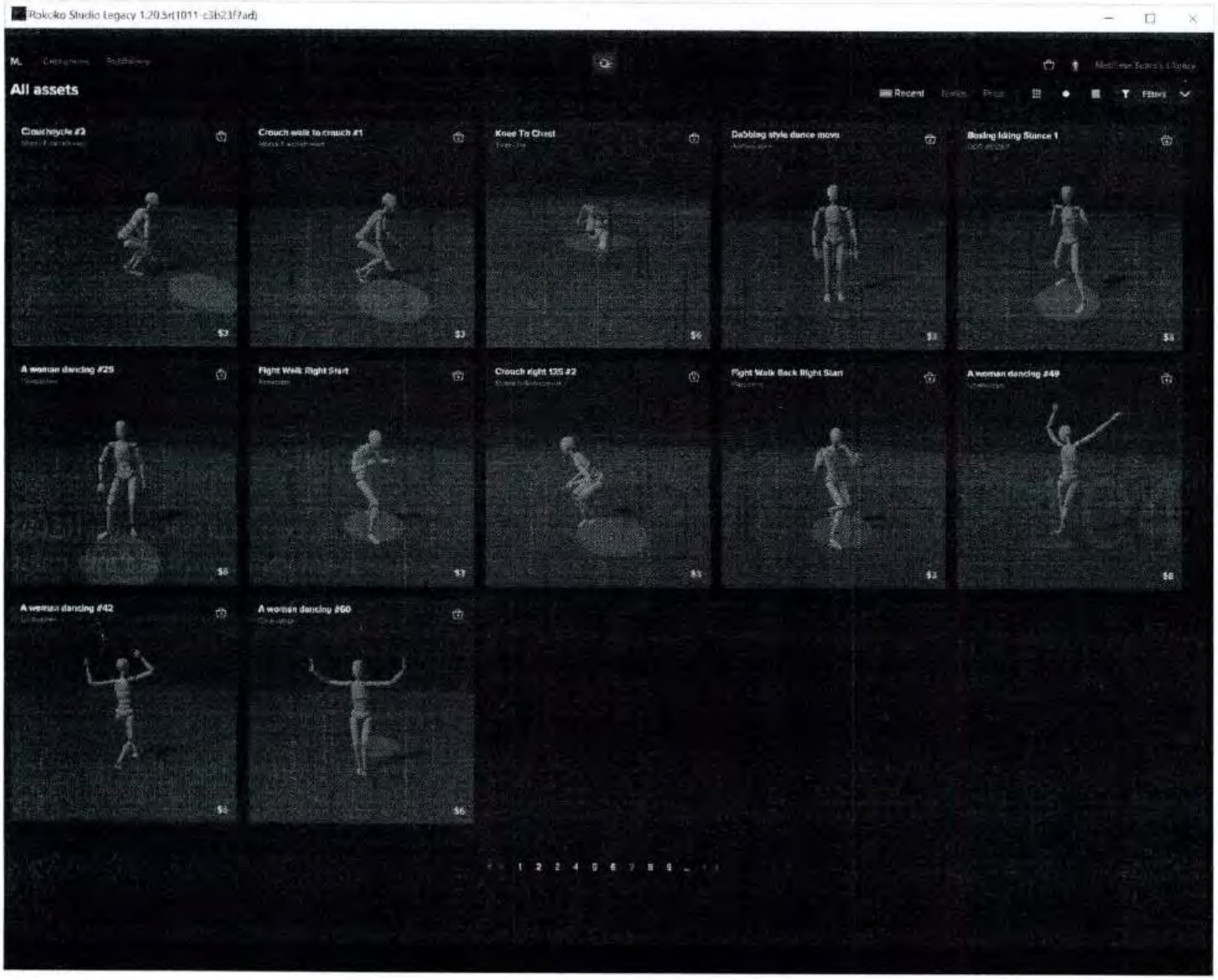
[12]

1

460

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's software showing they resell animations for $3 each




PREMIERE
LIVE EVENT ADMIT ONE
THANK YOU
THE FACT YOU'RE HOLDING THIS TICKET MEANS MORE TO ME THAN YOU WILL EVER KNOW
Thanks to you, mine just came true today.
winteryeargames
winteryear.com

IGN

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IGN brings you daily videos about the latest gaming and entertainment news and ... ...more

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Latest Popular Oldest

The Next World - Official Reveal Trailer

Black Myth: Wukong - How to Complete the Fox Sidequest in Chapter 3

Winter Burrow - 20 Minutes of Gameplay | gamescom 2024

Ara: History Untold - 53 Minutes of Gameplay | gamescom 2024

Atomfall - 14 Minutes of PC Gameplay | gamescom 2024

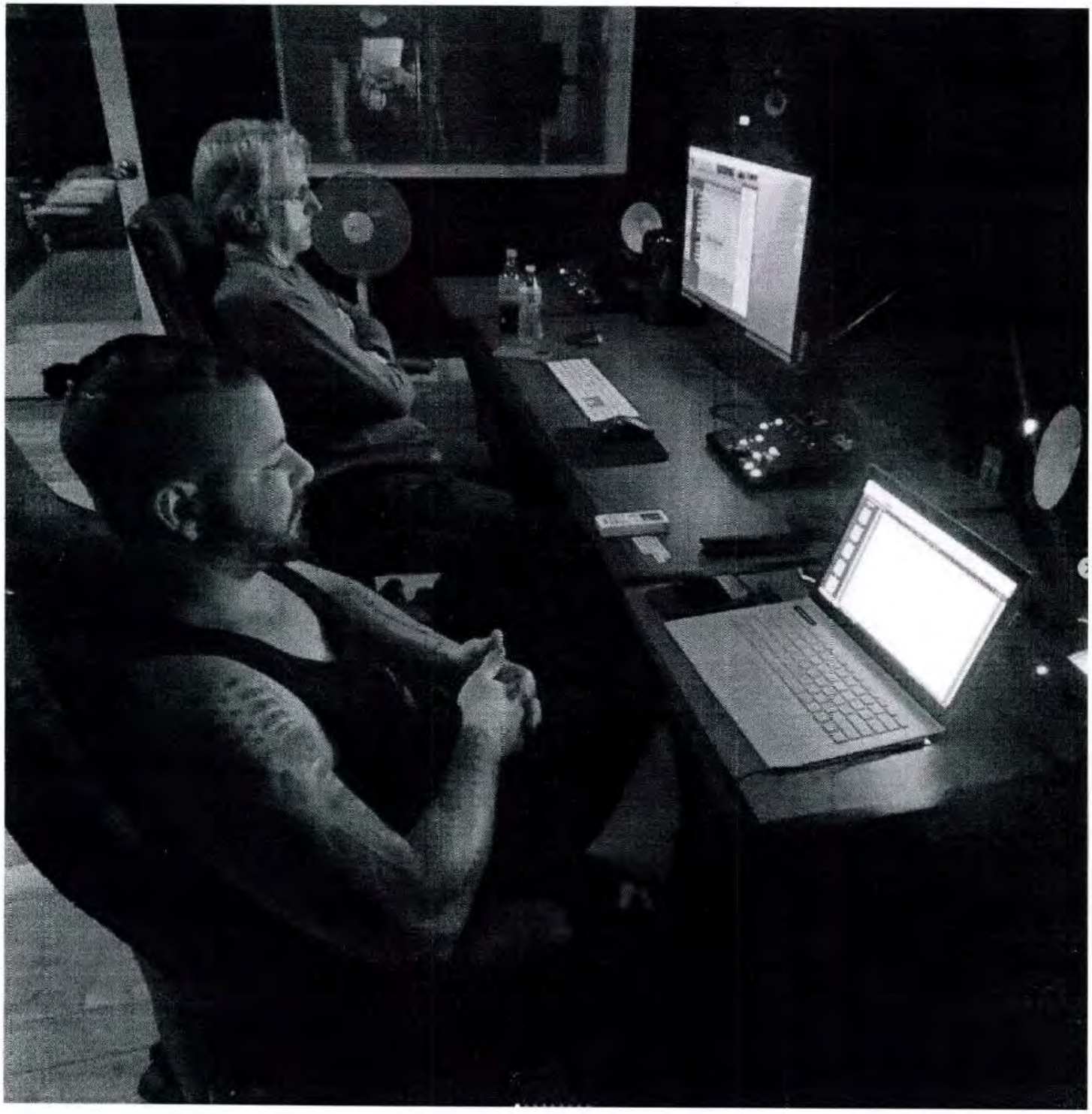
Metaphor: ReFantazio - 16 Minutes of Gameplay | gamescom 2024

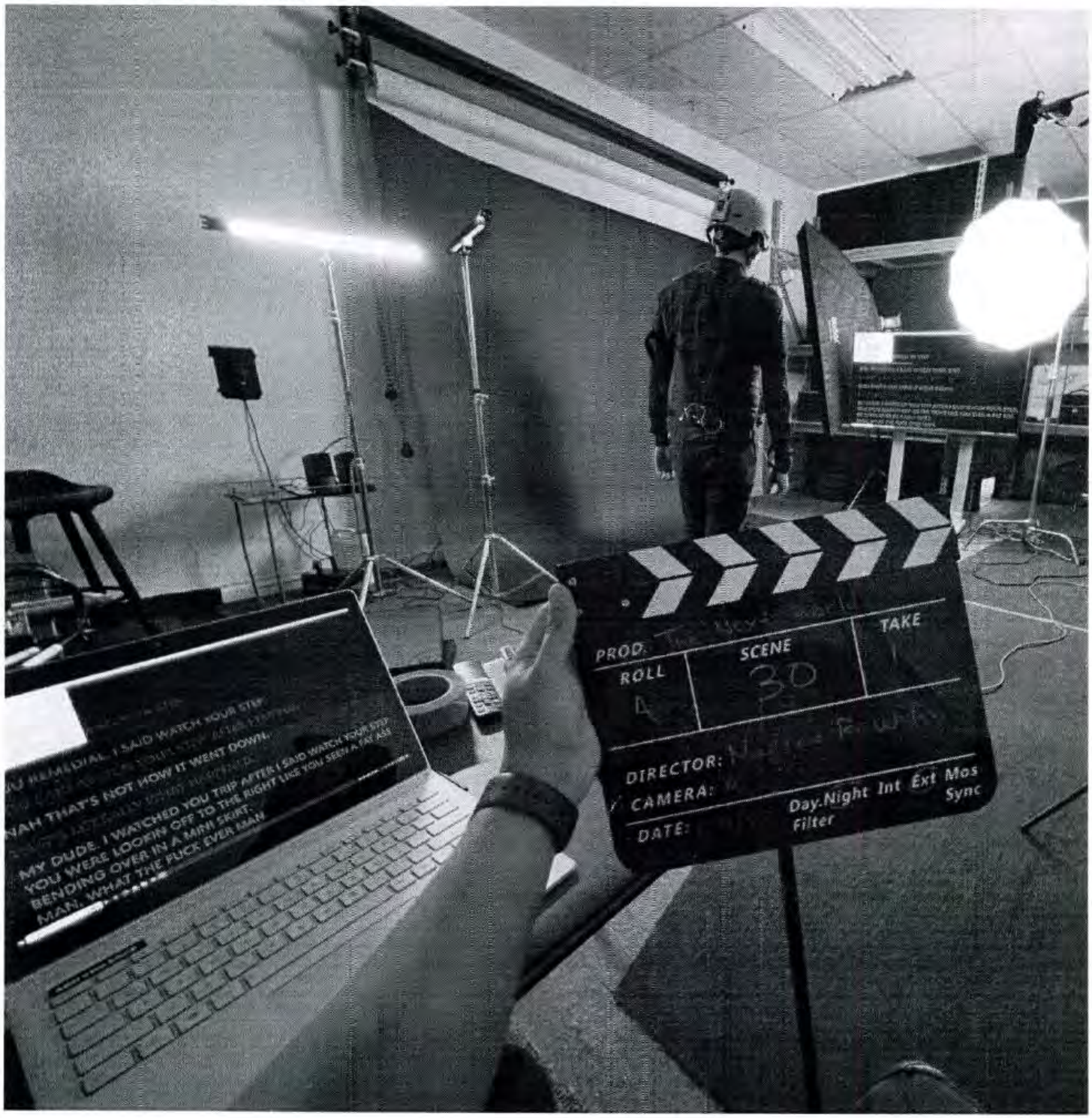
Towerborne - 7 Minutes of Gameplay | gamescom 2024

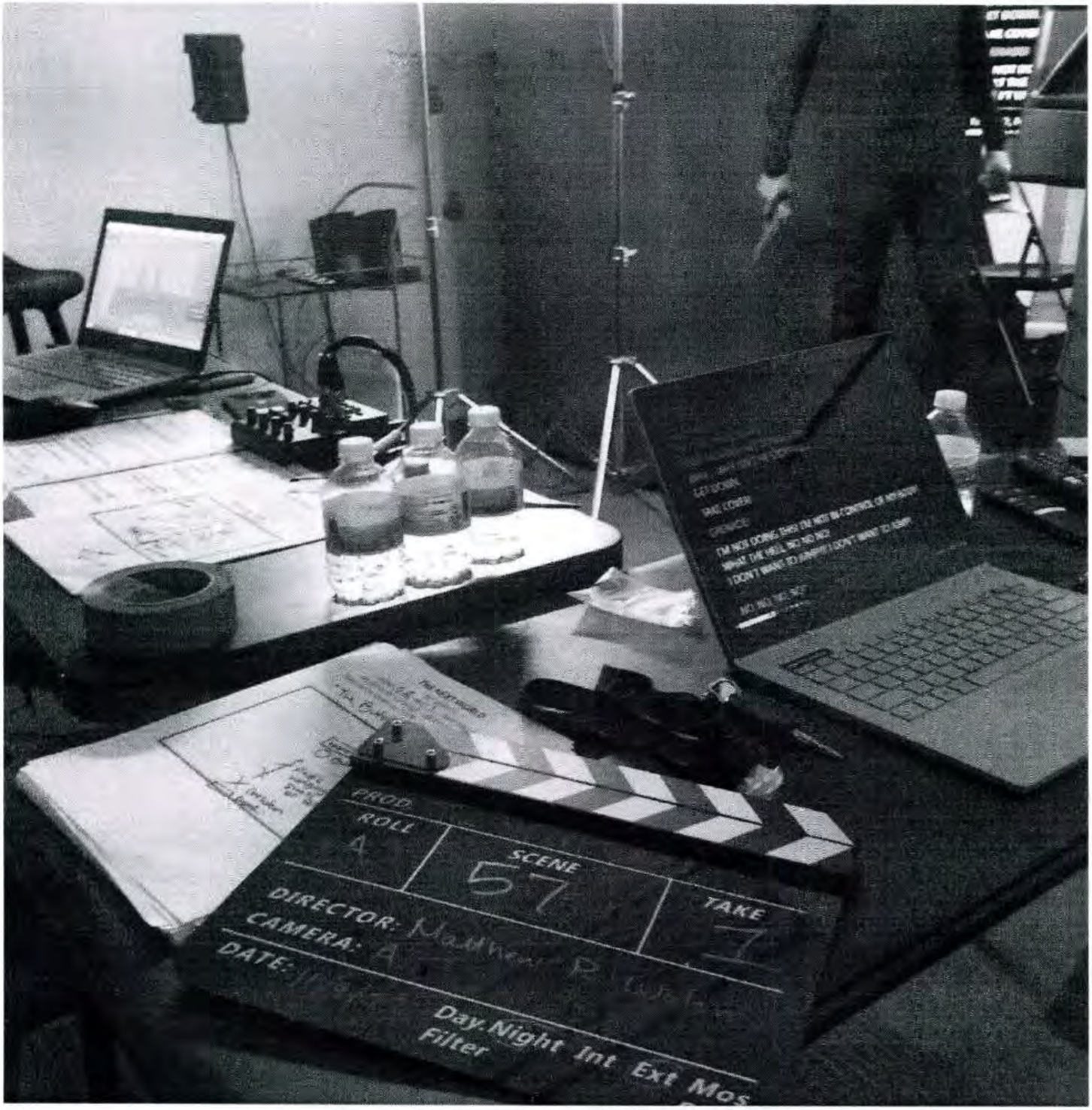
Concord - 11 Minutes of PC Gameplay (4K 60FPS)

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Plaintiff along with Ron Wasserman and actors in the sound studio.




PROD.
ROLL
SCENE
30
TAKE
DIRECTOR:
CAMERA:
DATE:
Day Night Int Ext Mos
Sync
Filter
NAH THAT'S NOT HOW IT WENT DOWN.
MY DUDE. I WATCHED YOU TRIP AFTER I SAID WATCH YOUR STEP
YOU WERE LOOKIN OFF TO THE RIGHT LIKE YOU SEEN A FAT ASS
BENDING OVER IN A MINI SKIRT.
MAN. WHAT THE FUCK EVER MAN


PROD.
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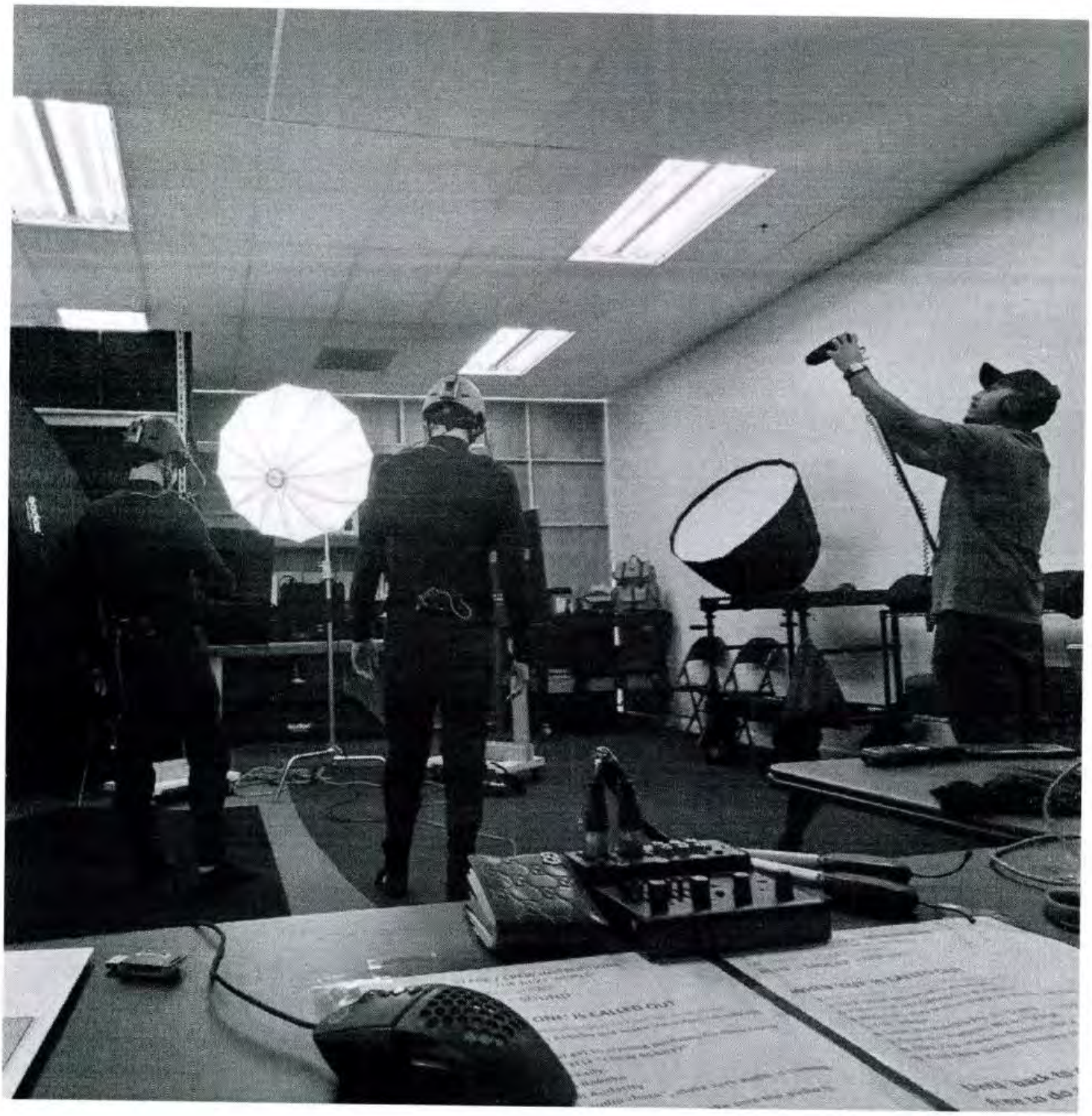
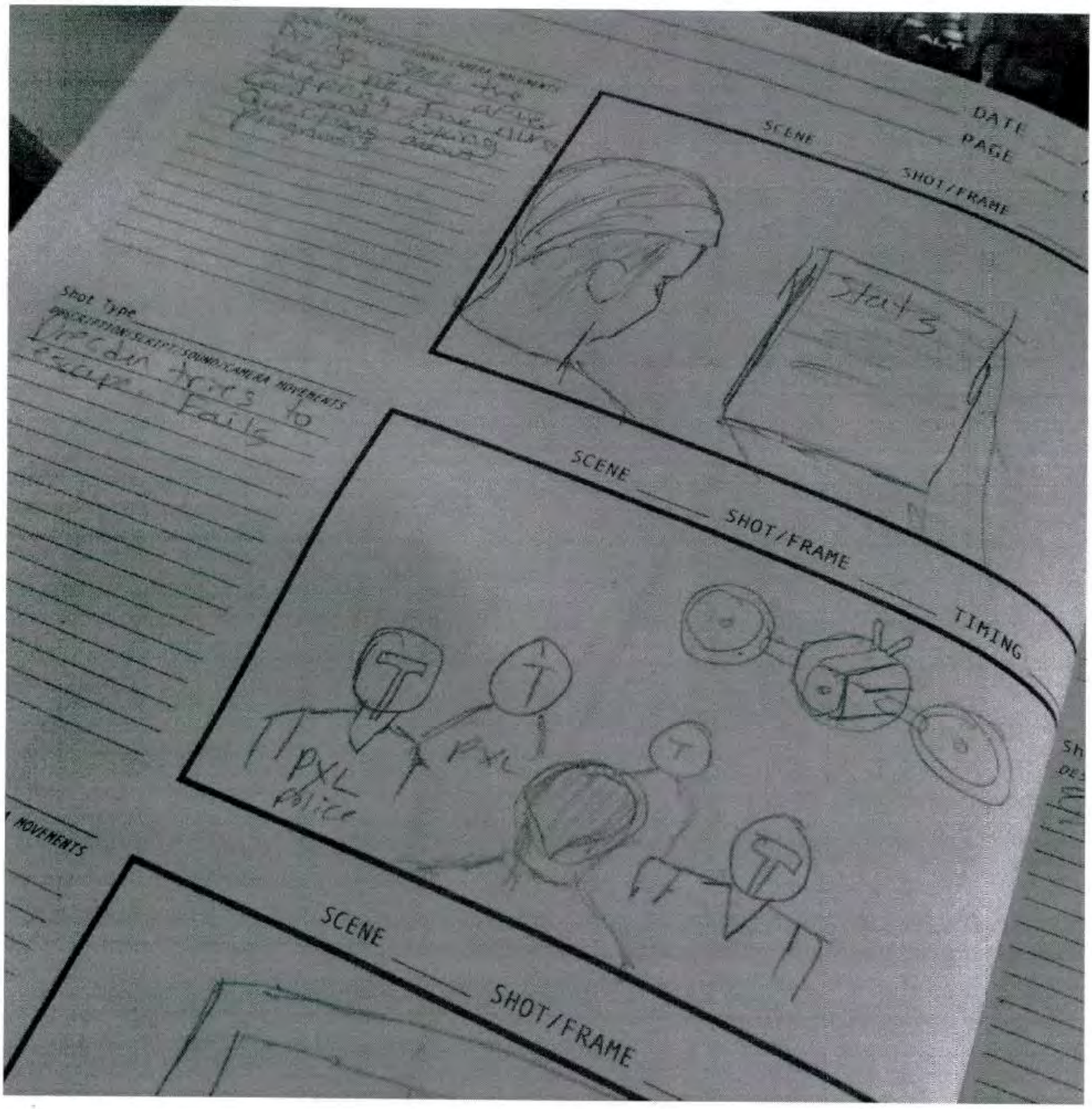



DATE
PAGE
SCENE
SHOT/FRAME
Shot Type
DESCRIPTION/SCRIPT/SOUND/CAMERA MOVEMENTS
Start 3
SCENE
SHOT/FRAME
TIMING
PXL
Police
SCENE
SHOT/FRAME

THE NEXT WORLD

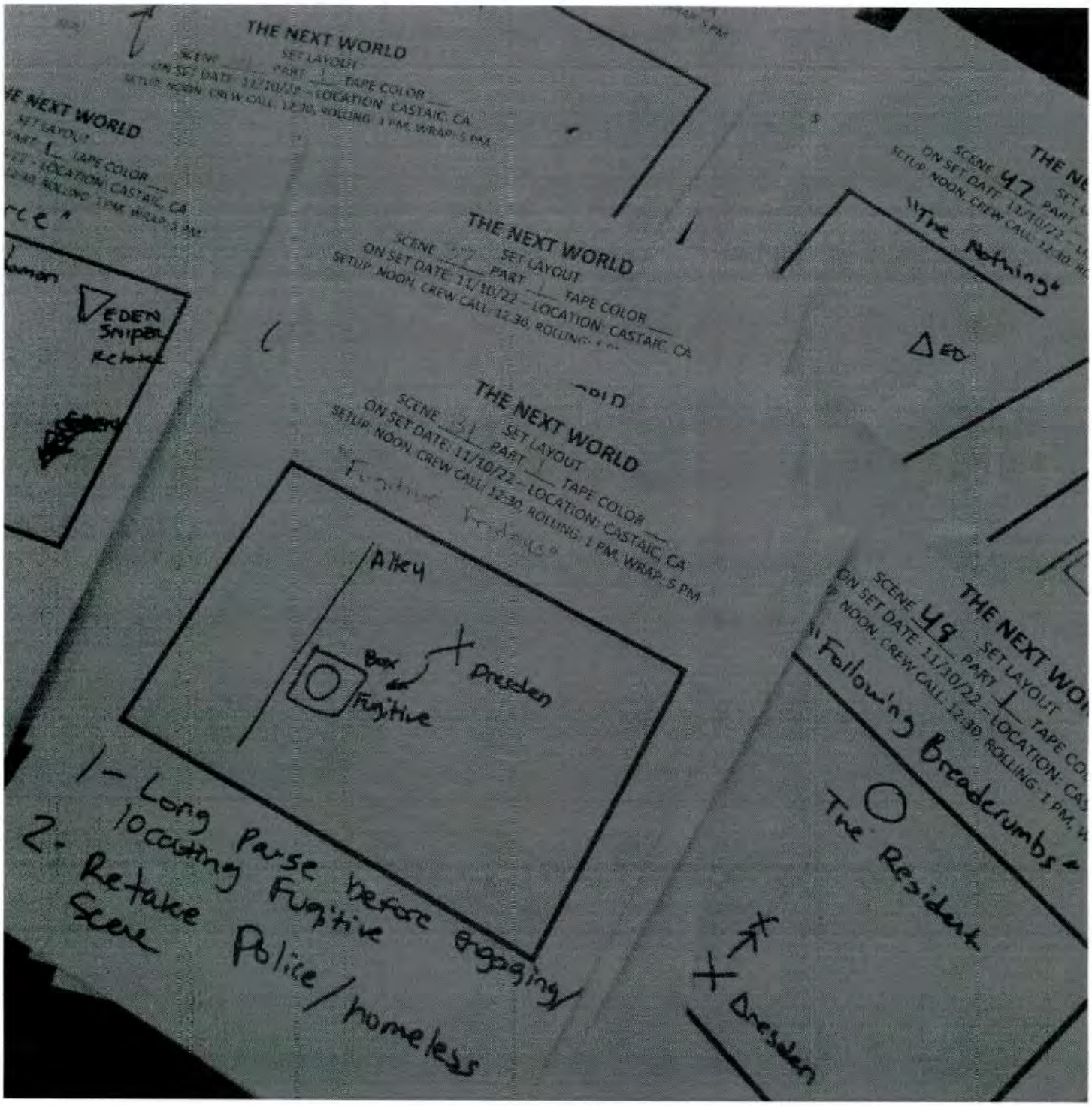
PRODUCTION SET CHECKLIST

ON SET DATE: 11/10/22 – LOCATION: CASTAIC, CA

SETUP: NOON, CREW CALL: 12:30, ROLLING: 1 PM, WRAP: 5 PM

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2		Rokoko Smartsuit Pro's		
1		Sets of Rokoko Smartgloves	Y	
2		Facial mocap helmets	Y	
2		Akaso 4k facial capture camera		
2		Battery units for Rokoko Suits		
2		Clothing microphone	Y	
2		Ear microphone	Y	
2		Audio transmitter	Y	
2		Audio receiver	Y	
1		USB Charge cables for audio equipment		
2		Batteries for Akaso facial cameras		
2		Chargers for Akaso facial cameras		
4		Wifi Router		
2		100ft CAT6 ethernet cord		
1		Roll of floor tape		
1		Folding tables		
1		Folding set chairs		
2		Wax marker for facial dots		
6		Facial dot chart		
1		Case of prop guns and weapons		
1		Impact mats		
1		Audio Y splitter	Y	
2		Extra CAT6 cables	Y	
1		Power strip		
4		Tripod		
1		Canon DSLR Camera		
1		GoPro Hero 10		
1		Class 10 microsd cards	Y	
4		55" teleprompters		
2		Teleprompter ready color coded script		
1		Laptops		
2		USB Audio Input Device		
1		Audio mixer		
1		Cell phone chargers		
1		Case of water / refreshments		
1		Lots of sleep and good attitudes		
1		Printed scripts		
2		Blue ink pens		
		Trash bags		

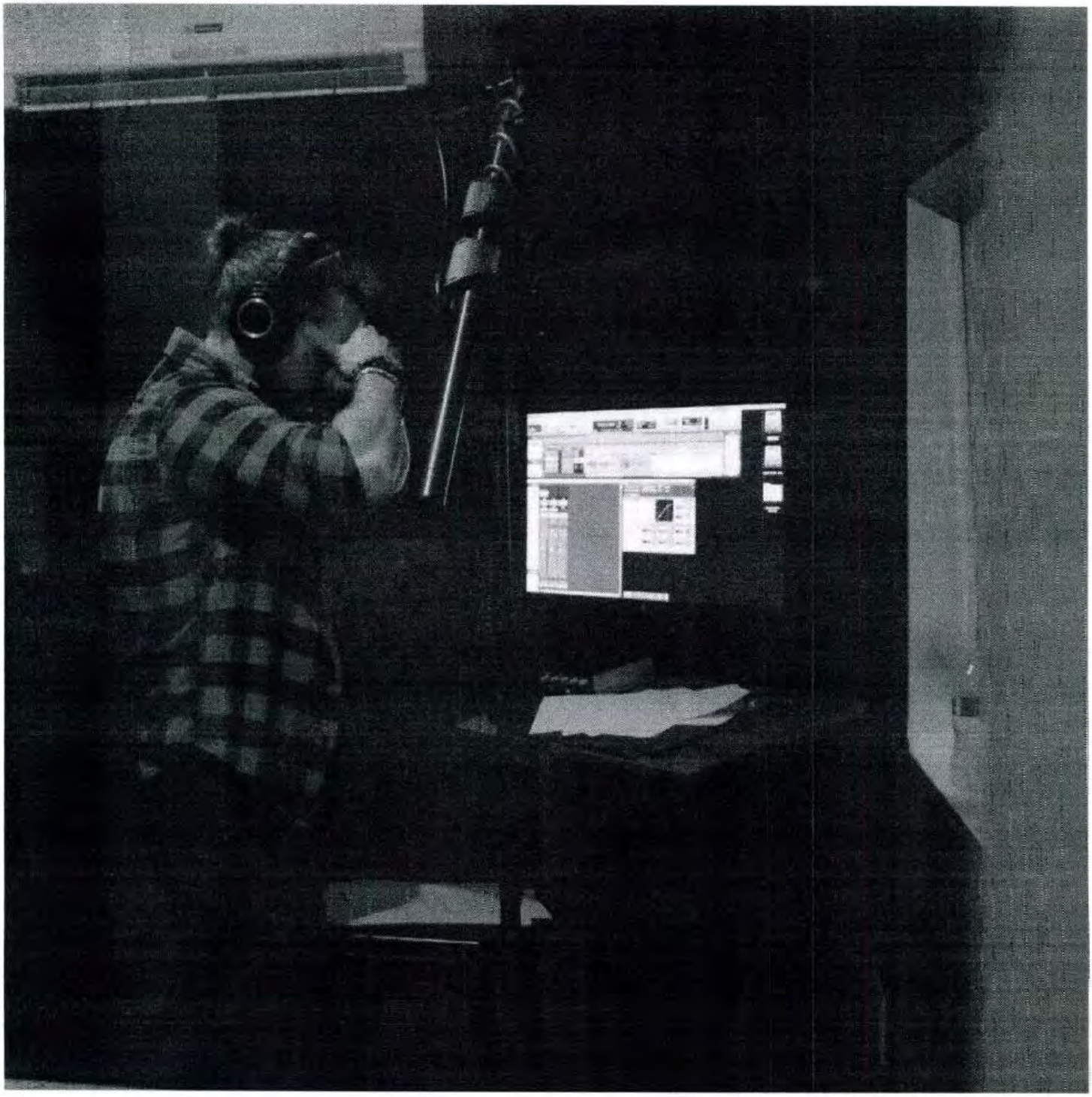
WALSH v ROKOKO ELECTRONICS - EXHIBITS
Plaintiff's on-set actor position and movement diagrams



05/12/2025

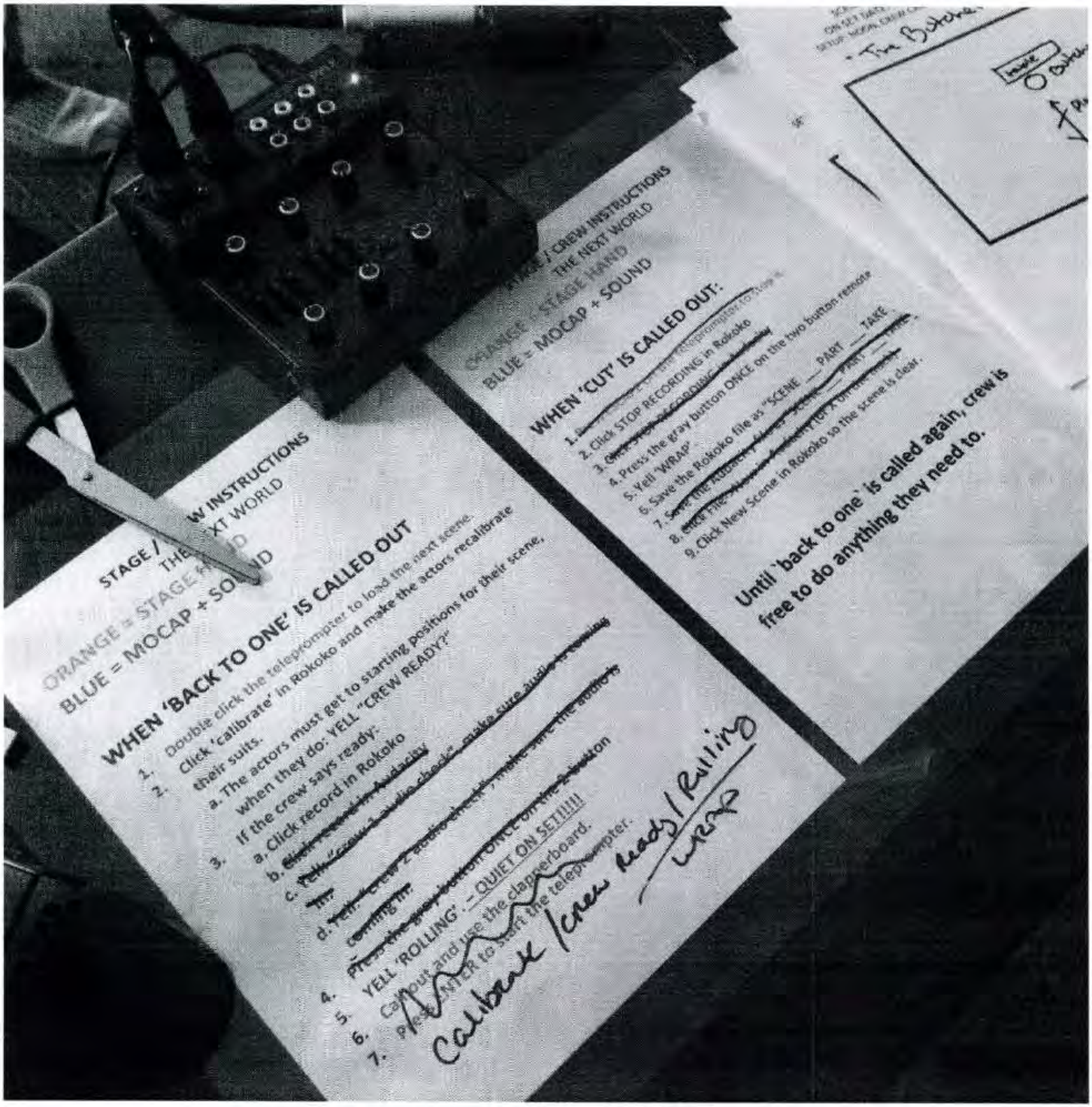
Plaintiff along with Alexis Mincolla (3teeth) along with Ron Wasserman in the studio doing table reads prior to recording

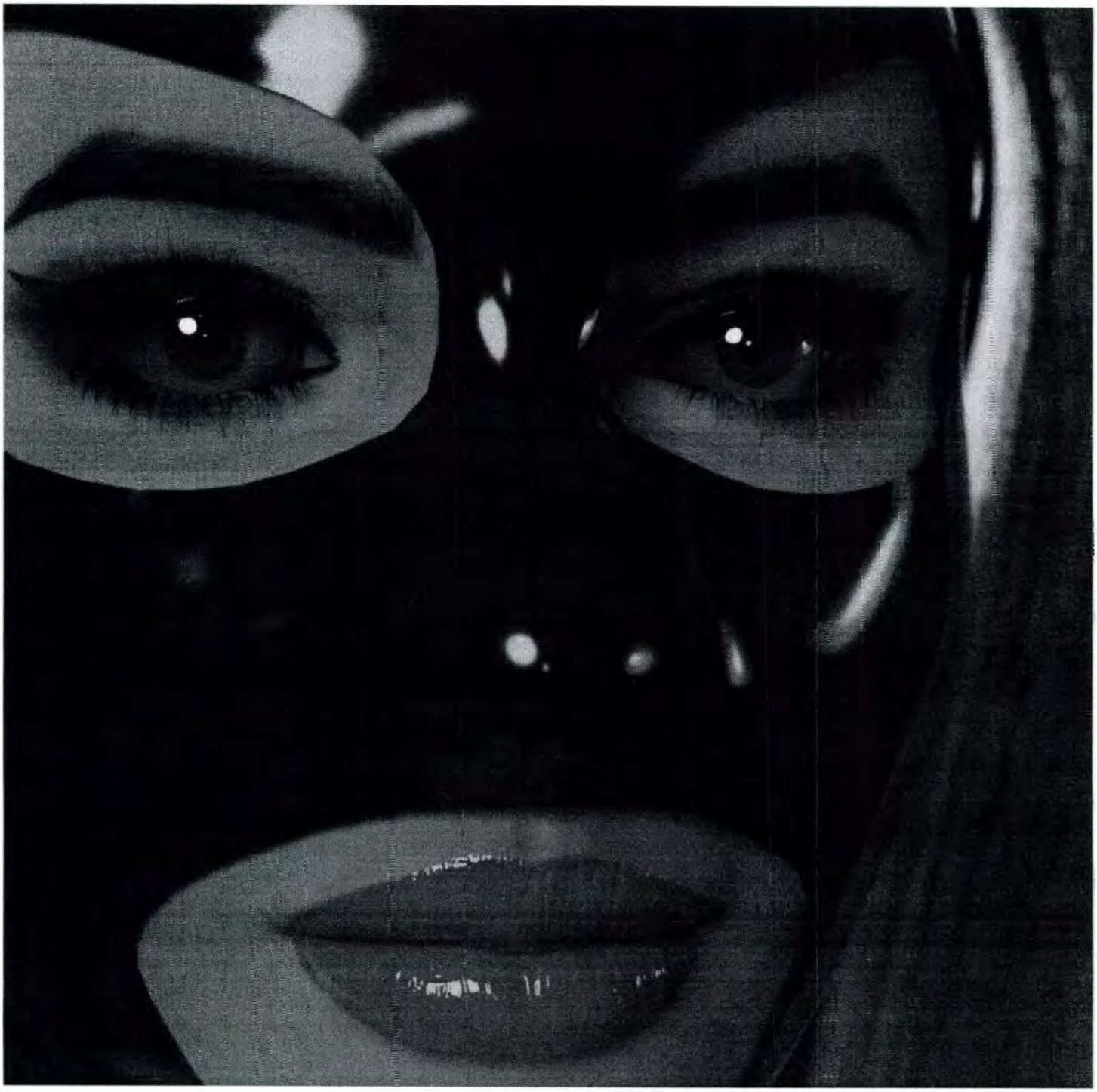
Plaintiff in the studio with the lead actor in the video game, Cody Derr during emotionally charged lines

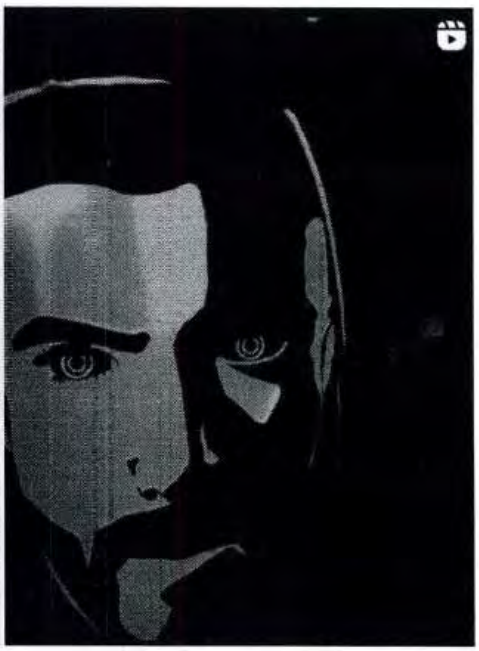


WALSH v ROKOKO ELECTRONICS - EXHIBITS

Plaintiff along with Ron Wasserman in the studio for vocals


ORANGE = STAGE HAND
BLUE = MOCAP + SOUND
WHEN 'BACK TO ONE' IS CALLED OUT
1. Double click the teleprompter to load the next scene.
2. Click 'calibrate' in Rokoko and make the actors recalibrate their suits.
3. If the crew says ready:
a. Click record in Rokoko
4. YELL 'ROLLING'. – QUIET ON SET!!!!!
5. Call out and use the clapperboard.
6. Press ENTER to start the teleprompter.
7.
Calibrate / crew ready / Rolling
wrap
ORANGE = STAGE HAND
BLUE = MOCAP + SOUND
WHEN 'CUT' IS CALLED OUT:
2. Click STOP RECORDING in Rokoko
4. Press the gray button ONCE on the two button remote
5. Yell 'WRAP'
6. Save the Rokoko file as "SCENE __ PART __ TAKE __"
9. Click New Scene in Rokoko so the scene is clear.
Until 'back to one' is called again, crew is free to do anything they need to.



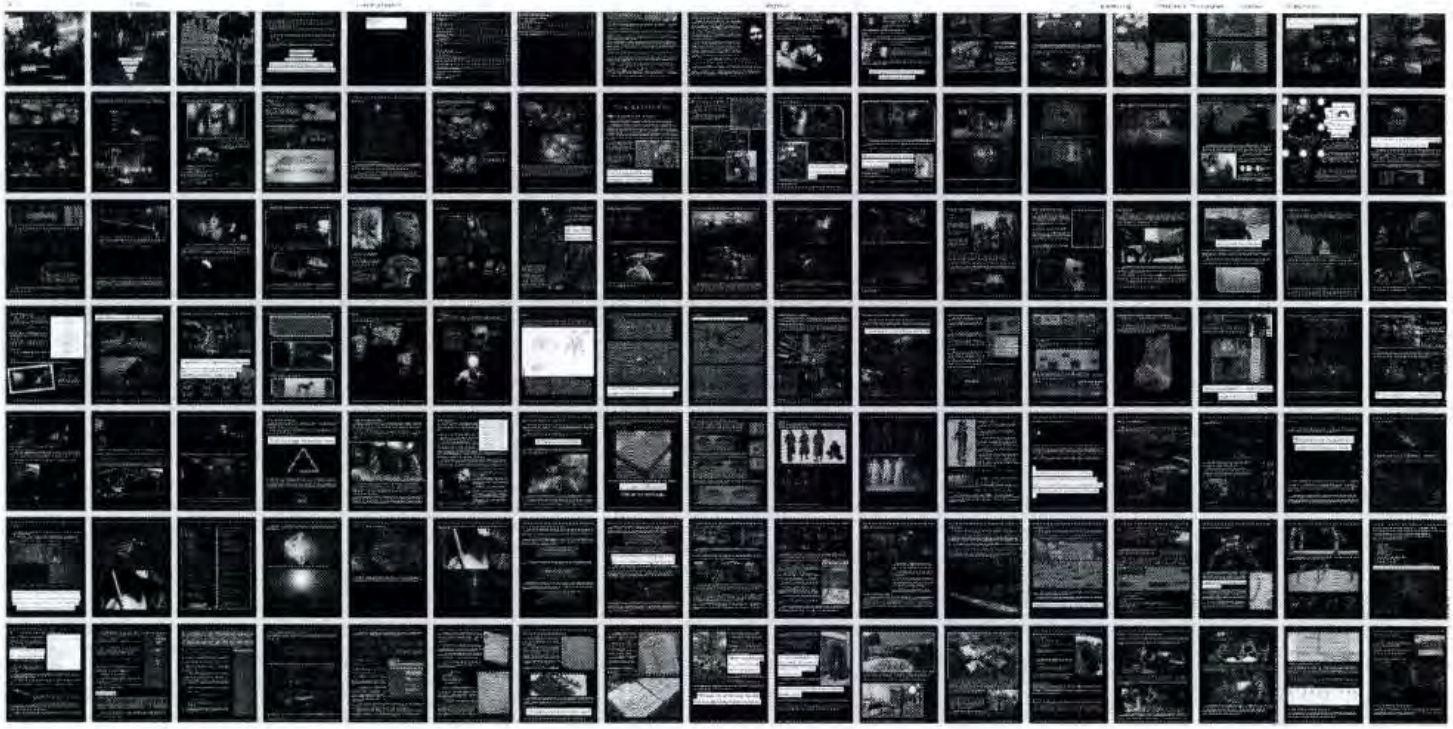


Plaintiff directing solo-sessions in the sound studio


THE NEXT WORLD
LOS ANGELES
UNIQUE, BUT FAMILIAR
HACKERS
WINTERWARP

WALSH v ROKOKO ELECTRONICS - EXHIBITS

A portion of the pages from Plaintiff's book.



Intentionally left blank

Defendant states they do not produce or stock parts and they cannot be purchased.

Re: [Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below here: 1. ...

MR Matthew R. Walsh <matthew@winteryear.com>
To Rokoko

Reply | Reply All | Forward | ...

Mon 11/25/2024 12:55 AI

If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Dan Nikolaison (Rokoko)

Hi Matthew,

I'm afraid we no longer produce or stock the sensors or hub for the Smartsuit Pro I.

Best regards,

Dan Nikolaison
Customer Success Manager

rokoko.com

Follow us on:
Instagram,
Twitter,
LinkedIn,
Facebook, and
TikTok.
Join our community of 3D artists, VFX experts, and game devs on Discord.

Matthew R Walsh

I cannot buy parts either?

WALSH v ROKOKO ELECTRONICS - EXHIBITS
Defendant stating 10/1 the equipment would be EOL'ed

Your Smartsuit Pro I

Dan Nikolaison <daniel.nikolaison@rokoko.com>
To: matthew@winteryear.com

Reply | Reply All | Forward | ...
Fri 9/27/2024 10:53 AM

You replied to this message on 9/27/2024 11:54 AM.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Hi Matthew,

I just wanted to give you one more heads up about the Smartsuit Pro I coming to the end of its product life cycle.
From the 1st of October, your Smartsuit will no longer be supported by Rokoko Studio.

This doesn't necessarily mean that your suit will stop working. But it does mean that future updates for Rokoko Studio will not be tested for compatibility with the Smartsuit Pro I.

The Smartsuit Pro I will continue to work in Studio Legacy.

Please also note that were you to opt for an upgrade to a Smartsuit Pro II, as an original suit owner, you would be able to claim a $500 discount.

If you have any questions about this change, or would like to know more about the upgrade, please don't hesitate to let me know.

Best regards,

Dan Nikolaison
Customer Success Manager

Defendant stating on 9/30 "officially speaking, the suit is no longer supported", days before the support deadline expired.

Re: Your Smartsuit Pro I

DN Dan Nikolaison <daniel.nikolaison@rokoko.com>
To: matthew@winteryear.com

Reply | Reply All | Forward | ...

Mon 9/30/2024 2:16 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Hi Matthew,

It will depend on what is wrong with the suit. If it's something we can easily fix, we will of course offer that service. But officially speaking, the suit is no longer supported.

If you have any other questions at all, just let us know.

Best regards,

Right-click or tap and hold here to download pictures. To help protect your privac

Dan Nikolaison
Customer Success Manager

rokoko.com
Follow us on Instagram, Twitter, LinkedIn, Facebook, TikTok and Discord

On Fri, Sep 27, 2024 at 8:54 PM <matthew@winteryear.com> wrote:

I was sending my suit in for repair, does that mean after October you wont fix them anymore?

Intentionally left blank

WALSH v ROKOKO ELECTRONICS - EXHIBITS

One of the many social media promotions/tagging that Plaintiff performed to benefit Defendant

winteryeargames

winteryeargames @hellorokoko

120w Reply

View insights

Boost post

Liked by 4ronwasserman and 10 others

November 10, 2022

Add a comment...

winteryeargames

winteryeargames @hellorokoko

129w Reply

winteryeargames

winteryeargames Late start but trucking along!

128w

winteryeargames @hellorokoko

127w Reply

winteryeargames

winteryeargames BTS motion capture on set 12/15/2022

#la #actor #acting #hollywood #studio #videogame #upcoming #gamedev

Edited 124w

winteryeargames @hellorokoko

124w Reply

Intentionally left blank

Re: Smart glove defect

RC Rokoko Customer Success <customersuccess@rokoko.com>
To: matthew@winteryear.com

Reply | Reply All | Forward | ...
Wed 9/22/2021 4:16 AM

(i) Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Hi Matthew,

I'm sorry to hear about your situation!

Please share with me a picture of the faulty Smartglove, and your order number, and I will make sure your case is being looked into!

Kind regards,

Right-click or tap and hold here to download pictures. To help protect your privac

Madalina Constantinescu
Customer Success Specialist
Rokoko.com

Check us out on Facebook, Instagram and Twitter

On Wed, 22 Sept 2021 at 13:12, Rokoko <hi@rokoko.com> wrote:

---------- Forwarded message ---------
From: WINTERYEAR Studios | Los Angeles <matthew@winteryear.com>
Date: Sunday, 19 September 2021, 23:48:59 +0200
Subject: Smart glove defect
To: hi@rokoko.com

I went to put my smartglove on today and the material has pulled out from around the sensor. It's only the second time i've worn them.

What can I do?

Thanks,
Matthew R. Walsh

WALSH v ROKOKO ELECTRONICS - EXHIBITS
Showing literal link between Rokoko Care and Coco

HACKER TARGET SCANNERS ▾ TOOLS ▾ RESEARCH ▾ ASSESSMENTS ▾ ABOUT ▾

Review the HTTP Headers from a web server with this quick check.

Valid Inpu

www.rokokocare.com

I'm not a robot

reCAPTCHA
Privacy - Terms

Remove limits & captcha with membership

Get HTTP Headers ▶

```
HTTP/1.1 301 Moved Permanently
Server: nginx/1.18.0 (Ubuntu)
Date: Mon, 05 May 2025 17:46:41 GMT
Content-Type: text/html
Content-Length: 178
Connection: keep-alive
Location: https://www.rokokocare.com/

HTTP/1.1 301 Moved Permanently
Server: nginx/1.18.0 (Ubuntu)
Date: Mon, 05 May 2025 17:46:41 GMT
Content-Type: text/html
Content-Length: 178
Connection: keep-alive
Location: https://cococare.io/

HTTP/1.1 308 Permanent Redirect
Alt-Svc: h3=":443"; ma=2592000
Cache-Control: public, max-age=0, must-revalidate
```

RE: [Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below here: 1. ...

Reply | Reply All | Forward | ...

M matthew@winteryear.com
To: 'Rokoko'

Thu 11/21/2024 11:29 PM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

I just seen the price on the website, unfortunately that is outside our budget. This second suit has only been used a handful of times so it's very unfortunate it has failed.

Respectfully, in California we have consumer protection laws under the Right to Repair Act which requires manufacturers of electronic products made available in California after July 1, 2021, to provide access to parts, tools, and documentation for repairs for a period of seven years from the last date of manufacture if the product's price exceeds $100. Based on my understanding, the Smartsuit Pro was manufactured until 2022, making SmartSuit 1 sold in California beyond the effective date of this legislation. We have a government branch that handles enforcement of these laws for our citizens from both domestic and foreign companies, but I would very much prefer, if possible to simply deal with you directly. I invested a lot of money in your products and have been an avid outspoken supporter of your company.

Therefore, I kindly request the necessary repair support to maintain functionality of my suit as required by law. I value Rokoko's innovative contributions and trust that the company will honor its obligations under California regulations.

Please let me know how we can proceed with securing the parts or documentation I need. I am happy to provide further details about my purchase or discuss this matter further if needed.

Thank you for your time and understanding. I look forward to your response.

FW: [Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below here: 1. ...

M matthew@winteryear.com
To: Rokoko

Reply | Reply All | Forward | ...

Mon 12/23/2024 12:41 PM

I know it's the holidays but I'm still trying to get this resolved.

"This legislation applies to products manufactured and sold in California after July 1, 2021."

Correct. Smartsuit 2 didn't come out until 2022. https://www.rokoko.com/insights/rokoko-launches-smartsuit-pro-ii-an-even-better-indie-mocap-suit

During that time, Smartsuit 1 was still sold https://web.archive.org/web/20210729120730/https://www.rokoko.com/, https://web.archive.org/web/20210811213004/https://www.rokoko.com/, https://web.archive.org/web/20210815045048/https://www.rokoko.com//

This makes that product fully eligible for protections under the right to repair laws. I have to assume someone who bought a Smartsuit 1 in 2021 would not have been turned away in 2022 or 2023 for parts/service just because you guys are selling a newer model. That's where my difficulty lies here. I invested time and money into your products, of which my gloves fell apart almost immediately (the stitching around the modules unraveled but it still worked) and I had consistent suit issues also since day 1, which is all recorded on BTS video. I could always work around the issues, but to get to a point where I find myself not only having gone through a lot of frustration and effort, but then to find out once it stops working my investment of time and money is just null, doesn't feel right, which is why these laws exist.

California Civil Code § 1793.03:
Section (b): "**Every manufacturer** making an express warranty with respect to an electronic or appliance product described in subdivision (h), (i), (j), or (k) of Section 9801 of the Business and Professions Code, with a wholesale price to the retailer of one hundred dollars ($100) or more, **shall make available to service and repair facilities** sufficient service literature **and functional parts** to effect the repair of a product **for at least seven years after the date a product model or type was manufactured**, regardless of whether the seven-year period exceeds the warranty period for the product."

CA Civil Code § 1793.2
§ 1793.2(d): If a manufacturer or its representatives cannot repair the product after a reasonable number of attempts, the manufacturer must either
A) Replace the product, or B) Refund the purchase price (minus usage costs).

In the end, all I want is a product that I can rely on and when it breaks the manufacturer doesn't just say "oh well, too bad for you, no repairs ever, throw it in the garbage, it's worm food, we don't care."

To take a step back and work this out, you said you'd work together pricing that would be comparable to a repair. Lets take that conversational avenue and discuss that. My address is still 28435 Ascent Way, Santa Clarita, CA 91350.

Thank you and Merry Christmas.

From: Dan Nikolaison (Rokoko) <support@rokoko.com>

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Proof of Defendant using the product(s) to generate intellectual property

05/12/2025

ROKOKO

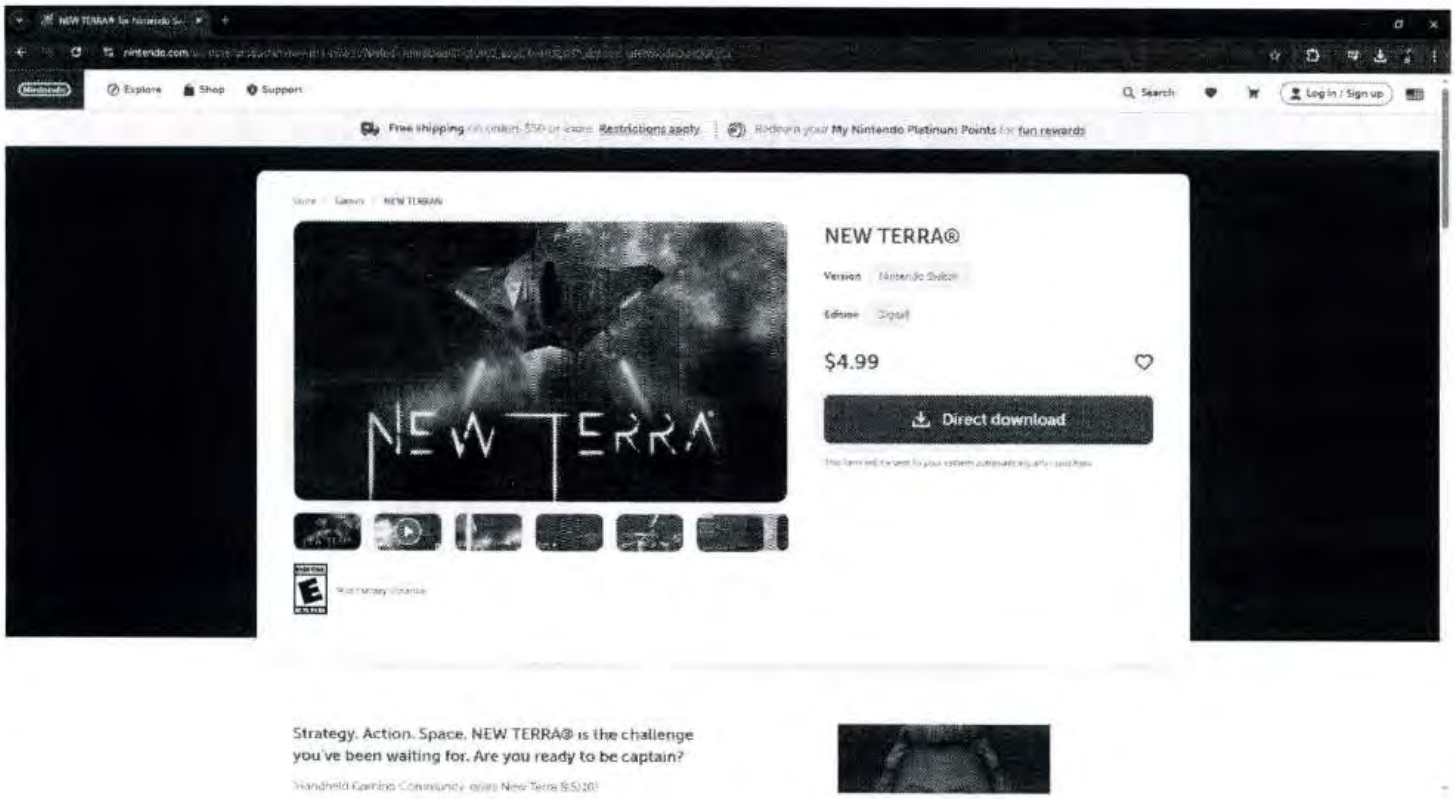
Capture Tools · Software · Why Rokoko · Community · Resources

Get in touch · Book a demo

Includes Face Capture

Starter	Plus	Pro	Enterprise
Get familiar with Studio	Access full editing	Access all features	Access tailored solutions
$0	$20/m	$50/m	custom pricing
free forever	annual commitment	annual commitment	
Try it out for free	Buy Plus	Buy Pro	Contact us
What's included:	**All Starter features, plus:**	**All Plus features, plus:**	**All Pro features, plus custom services**
— View & record SmartSuit Pro II & (Smartgloves manus)	— Live stream to Unreal, Blender, Maya, etc	— Face Capture	If you have needs that we don't cover in our plans, please don't hesitate to reach out.
— Rokoko Vision AI mocap (available up to 15 seconds)	— Rokoko Vision AI mocap, with extended recording length	— Advanced companion app	
— Auto-saved clean up filters	— Import and retarget custom characters	— 3 days of motion data	
— Export to .FBX	— Advanced cleanup AI tools (auto root motion, FPS, phalanx presets)	— UDP based live stream	
— Unlimited cloud storage	— Clean & smart exports - AI's first recommendations (business days)	— Export to .C3D format	
		— Designated Customer Success Manager	

Plaintiff shows here, he already has a video game out for sale for multiple and major platforms. Releasing a game someday isn't a dream, it's a pattern of action.



Strategy. Action. Space. NEW TERRA® is the challenge you've been waiting for. Are you ready to be captain?

United States of America

United States Patent and Trademark Office

THE NEXT WORLD

Reg. No. 6,352,842

Registered May 18, 2021

Int. Cl.: 9

Trademark

Principal Register

Walsh, Matthew R. (UNITED STATES INDIVIDUAL)
28435 Ascent Way
19197 Golden Valley Rd #333
Santa Clarita, CALIFORNIA 91387

CLASS 9: Recorded computer game programs; Downloadable computer game programs; Downloadable image files containing artwork, text, audio, video, games and Internet Web links relating to sporting and cultural activities; Headsets for virtual reality games; High performance computer hardware with specialized features for enhanced game playing ability; Music recordings sold as a kit with a mask; Musical recordings; Musical video recordings; Audio and video recordings featuring music and artistic performances; Cinematographic films featuring science fiction, drama, action, cyberpunk; Downloadable films and television programs featuring science fiction, drama, action, cyberpunk provided via a video-on-demand service; Downloadable electronic sheet music; Downloadable ring tones, graphics and music via a global computer network and wireless devices; Motion picture films and films for television featuring children's entertainment; Visual recordings and audiovisual recordings featuring music and animation

FIRST USE 7-14-2016; IN COMMERCE 7-14-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 90-162,046, FILED 09-06-2020

Performing the Functions and Duties of the
Under Secretary of Commerce for Intellectual Property and
Director of the United States Patent and Trademark Office

Metadata stored inside the Rokoko animation file that Defendant takes, strips out and resells. This data includes unique identifiers, authors name, equipment used, etc.

HxD - [D:\THE NOTHING_Rokoko Recorded Scenes\THURSDAY\scene 30 part 2.srec]

File Edit Search View Analysis Tools Window Help

64 | Windows (ANSI) | hex

scene 45 p1.srec | scene76 pt1.srec | 31pt1.fbx | scene 30 part 2.srec

```
Offset(h) Decoded text

00000000  KK!SR.........Ð"mc.......àb.............0.............Ø.¤....
00000040  1.20.3b(1004-1160c6ce6) T681409262f-743b-4999-b912-27136ee9c1d0
00000080  ...17S9G2604015022r...r..D1RTQOWUTP8U.........Matt.......
000000C0  ...................\.â?ö(¼?×£p¿Tã%¾.ëN>.....€...7.
00000100  .Õ.r...à...r...xV4.âßa_±¡Á#....[.......18S1QR401065011r....7.
00000140  .Õ.r...à...r...xV4.áßa_±¡Á#....[.......18S1QR401059079r....7.
00000180  .Õ.r...à...r...xV4.ßßa_±¡Á#....[.......18S1QR401041002r....7.
000001C0  .Õ.r...à...r...xV4.Þßa_±¡Á#....[.......18S1QR401076067r.. .7.
00000200  .Õ.r...à...r...xV4.~ßa_±¡Á#....[.......18S1QR401049029r..!.7.
00000240  .Õ.r...à...r...xV4.}ßa_±¡Á#....[.......18S1QR401064028r.."..7.
00000280  .Õ.r...à...r...xV4.{ßa_±¡Á#....[.......18S1QR401052050r..#.7.
000002C0  .Õ.r...à...r...xV4.zßa_±¡Á#....[.......18S1QR401076078r..$.7.
00000300  .Õ.r...à...r...xV4.yßa_±¡Á#....[.......18S1QR401055032r..@.7.
00000340  .Õ.r...à...r...xV4.Áßa_±¡Á#....[.......18S1QR401056054r..`.7.
00000380  .Õ.r...à...r...xV4.Ÿßa_±¡Á#....[.......18S1QR401085030r..a.7.
000003C0  .Õ.r...à...r...xV4.žßa_±¡Á#....[.......18S1QR401065004r..b.7.
00000400  .Õ.r...à...r...xV4.œßa_±¡Á#....[.......18S1QR401052066r..c.7.
00000440  .Õ.r...à...r...xV4.›ßa_±¡Á#....[.......18S1QR401052054r..d.7.
00000480  .Õ.r...à...r...xV4.šßa_±¡Á#....[.......18S1QR401055031r..€.7.
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00000580  .Õ.r...à...r...xV4.¼ßa_±¡Á#....[.......18S1QR401059048r..l€..
000005C0  .........$<..¤<..ö<..$=..M=..v=...=.€¤=..
00000600  À.>..$>.@.>.€8>.ÀB>.ÀL>..W>.@a>.€k>..v>. €>.@…>.`Š>.€.>. ">. ™>
00000640  Àž>.à£>..©>. ®>.@³>.`¸>.€½>. Â>.ÀÇ>.àÌ>..Ò>. ×>.@Ü>.`á>.€æ>. ë>
00000680  Àð>.àõ>.àú>...?...?. .?.°.?.@.?.Ð.?.p.?...?...?...?. .?.0.?.À.?
000006C0  P!?.à#?.p&?..)?..+?...?. 0?.03?.Ð5?.`8?.ð:?.€=?..@?. B?.0E?.°G?
```

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Additional metadata at the end of the file

HxD - [D:\THE NOTHING_Rokoko Recorded Scenes\THURSDAY\scene 30 part 2.srec]

File Edit Search View Analysis Tools Window Help

64 | Windows (ANSI) | hex

scene 45 p1.srec | scene76 pt1.srec | 31pt1.fbx | scene 30 part 2.srec

```
Offset(h) 36 37 38 39 3A 3B 3C 3D 3E 3F  Decoded text

050FF700  2E 2E 2E 2E 2E 2E 2E 2E 2E 2E  ..........................................................
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050FF840  00 00 2E 2E 2E 2E 2E 2E 2E 2E  ..........................................................
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050FF9C0  00 00 00 00 00 00 00 00 00 00  ..........................................................
050FFA00  2E 2E 2E 2E 2E 2E 2E 2E 2E 2E  ..........................................................
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050FFBC0  00 00 00 00 00 00 00 00 00 00  ..........................................................
050FFC00  2E 2E 2E 2E 2E 2E 2E 2E 2E 2E  ..........................................................
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050FFCC0  00 00 00 00 00 00 00 00 00 00  ..........................................................
050FFD00  2E 2E 2E 2E 2E 2E 00 00 00 00  ..........................................................
050FFD40  2E 2E 2E 2E 2E 2E 2E 2E 2E 2E  ..........................................................
050FFD80  00 00 00 00 00 00 2E 2E 2E 2E  ..........................................................
050FFDC0  00 00 00 00 00 00 00 00 00 00  ..........................................................
050FFE00  2E 2E 00 00 00 00 00 00 00 00  ..........................................................
050FFE40  2E 2E 2E 2E 2E 2E 2E 2E 2E 2E  ..........................................................
050FFE80  00 00 2E 2E 2E 2E 2E 2E 2E 2E  ..........................................................
050FFEC0  00 00 02 00 00 00 31 34 30 39  ............................ binrcdng.................1409
050FFF00  2E 2E 2E 2E 2E 2E 2E 2E 2E 2E  262f-743b-4999-b912-27136ee9c1d0. .Matt. ...............
050FFF40  4C BD 4A 0C 02 BF 7D 3F F5 BE  ...........ëëëÿs™™¾\.ä¿ó(¼¿×£p¿Ïã¾¼ ëN¾ ëñ¿ã™™¾ ëN¾ëÍIL¼J..¿}?ó¾
050FFF80  2E 2E 2E 2E 2E 2E 2E 2E 2E 2E  \.,¿B`e¾273c71b6-1c84-4283-ae1a-d4b1d9cb6a0d... .Robert. ........
050FFFC0  F1 BF 9A 99 99 BD 6F 12 83 BE  ......................ëëëÿs™™¾\.ä¿ó(¼¿×£p¿Ïã¾¼ ëN¾ ëñ¿ã™™¾ .f¾
05100000  76 72 63 64 6E 67 2E 2E 2E 2E  ÍIL¼J..¿}?ó¾\.,¿B`e¾fcrcdng................. .smrtglvrcdng...
05100040                                 ............
```

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant admits in writing that the two vehicles are one.

M matthew@winteryear.com
To: 'Mikkel Lucas Overby'

Reply | Reply All | Forward | ...

Mon 5/5/2025 9:51 AM

This message was sent with High importance.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Hi Matthew

Thank you for sharing the complaint. We have read it in full and want to share our initial response - we can come back with more details later. Generally, we see that it relies on a number of misunderstandings and misinterpretations of observations, which we are able to easily clarify and explain. We believe both parties will benefit from us doing this, as it will save us all a lot of time and effort.

A few non-exhaustive, short but important comments:

- **We have never misappropriated yours, of any other users, intellectual property.** We have always been transparent in how we use and treat user motion data through our Terms of Use. We continued this path earlier this year, when we made and communicated an update to these. Still, to date, no commercial licensing of any user motion data has been done. Also, no user data has to date been used for any of our products. This is easily verifiable.
- **Formation of "Coco Care" is not to shield liability in any way.** "Care" evolved as a research project in Rokoko. It was run by a dedicated team and had nothing to do with the motion data generated by the creators using our tools. When the project matured, it was spun off as a separate legal entity along with the tech that the Care team had developed. Today, it has no affiliation with Rokoko and we therefore also required that they changed the company name to avoid confusion. All parties involved from including the team, legal counsel and accountants will confirm this.
- **We do not make fraudulent representations.** We do have inventory with a third party logistics provider (however, we are handling the more complex repair cases from our main office, which is why the repair case shipping refers to this location), we do have offices (and the Copenhagen office is not in a basement, but over the 4 floors in the building behind the basement), we do not have fraudulent financial statements (our reports are audited annually by KPMG, who can support that). What we can admit to, which 95% of early stage tech companies can as well, is to historically have been overly optimistic about our growth projections for the future, which we see that you have also found in an old pitch deck.

Regarding the financial numbers you mention, please also keep in mind that our reporting numbers are in DKK, not in USD. That is a major difference! We are a small company that has been operating with a deficit since we started, while constantly working to convince our investors that it is worth investing in helping and growing the small and medium sized content creators. This, we believe, has been to the benefit of creators that have been able to get affordable motion capture tools, which most have been very satisfied with and a small percentage have returned and received full refunds for. No dividends, bonuses og high salaries have ever been paid out to management or the board. Again, easily verifiable.

Overall, you clearly seem have the wrong picture of who we are and what company we have worked hard to build. We would never engage in those types of behaviours you describe. We do, however, understand your frustration around your repair case, and that our products have not worked as you wanted them to. That we are sorry for and want to resolve as it has always been and remains our focus to help creators realize their projects and visions. We therefore offer you the following:

- A full repair of all your malfunctioning products purchases with us, or
- A full product return and financial refund for all you purchases, or
- A full replacement of all your purchases with newer versions of the products.

Our objective is to resolve this case and let both you and us focus on what we do best: create good content and create good tools for content creation.

--

Right-click or tap and hold here to download pictures. To

COCO CARE APS, COPENHAGEN, DENMARK

dossier | Watch

NAME

Coco Care ApS

ID

Cvrcom CVR 44483637

EUID DKCVR.44483637

ADDRESS

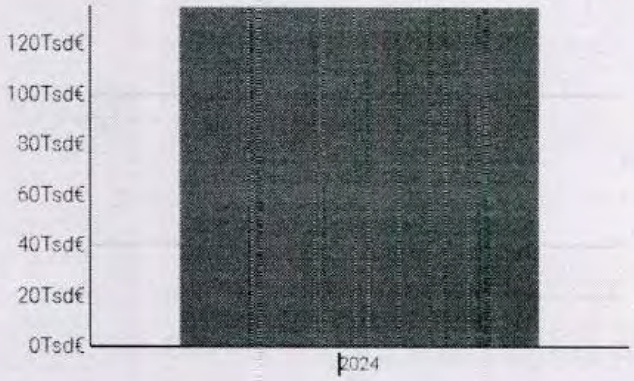
Sankt Gertruds Stræde 10, DK-1129 København

OBJECT

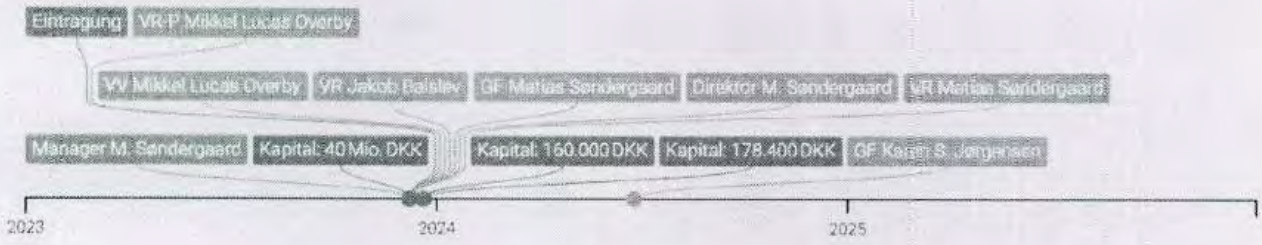
62.01 Programming activities

The purpose of the company is to develop and deliver products and services in the field of health technology and, at the discretion of the Board of Directors, related businesses

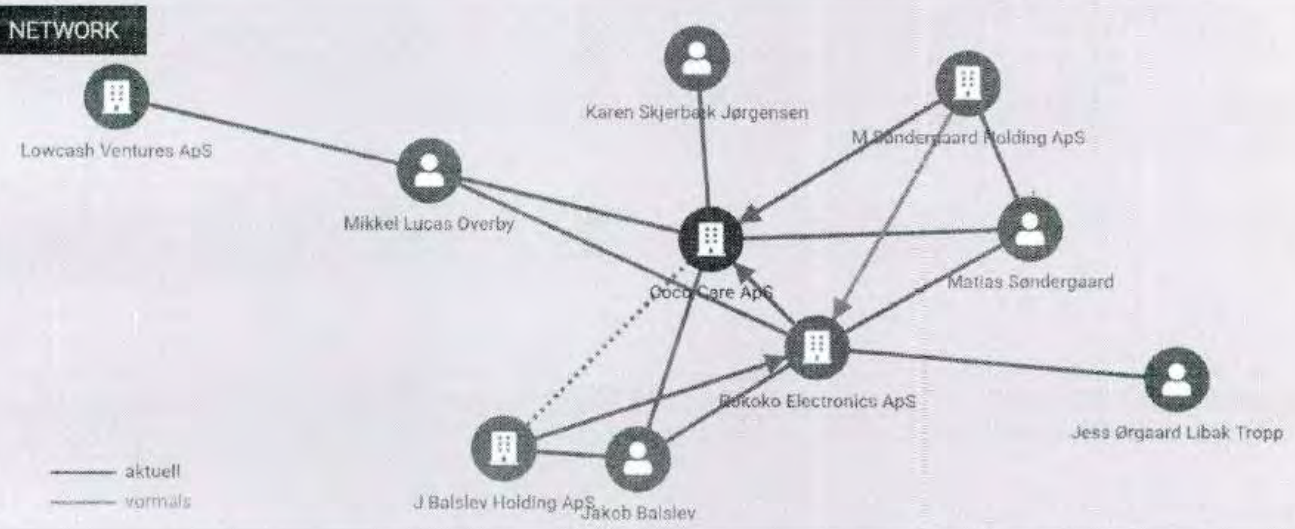
FINANCIAL SUPPORT | PROFIT | EMPLOYEES



HISTORY



NETWORK



Rokoko Care

0 followers

Follow

Rokoko Care kombinerer innovativ digital teknologi, forskning, best practice og mange års erfaringer fra sundhedssektoren i én samlet løsning. Vi vil med afsæt i den nyeste teknologi og forskning på området, skabe en digital platform, der kan være med til at løse nogle af de enorme udfordringer, so... **Read more**

Industries	Headquarters	Employees	Links
Health Care, Health Data +2	Copenhagen, Denmark	1-10	

This is an unverified company page

Org chart

Matias Søndergaard
CEO

Matias Søndergaard

Collapse

Jakob Fisker
Head Of Product & Co-founder

Mikkel Lucas Overby
Chairman Of The Board & Investor

Teams

This company has no teams yet

Offices

Search

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Coco Care

Home About Posts Jobs **People**

Show more

People you may know

LinkedIn Member
Implementation Consultant at Coco Care. Msc. Health Science...

LinkedIn Member
Designer, engineer, co-founder & CEO at Line Systems

LinkedIn Member
CEO & co-founder at Coco Care

LinkedIn Member
COO & CFO | Entrepreneur | Investor | PhD

LinkedIn Member
Senior Backend Developer @ Rokoko Care | Azure Developer...

LinkedIn Member
Head Of Product & Co-founder @ Coco Care | Health tech |...

LinkedIn Member
Projektleder

LinkedIn Member
CCO & Vice President Digital Health Trifork

LinkedIn Member
PhD | Principal @ Devoteam | Digital Health, Strategy, IT and ...

Search

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Mikkel Lucas Overby

He/Him

COO & CFO I Entrepreneur I Investor I PhD

Copenhagen, Capital Region of Denmark, Denmark · Contact info

500+ connections

Rokoko

INSEAD

Connect Message More

About

I am an entrepreneur and angel investor.

My focus is on strategy, finance and operations in early stage companies. I have co-founded and headed games-, simulations- and robotics companies including Rokoko, Shape Robotics, Sentio Simulations and Serious Games ...see more

Top skills

Start-ups • Strategy • Angel Investing • Managerial Finance • Revenue & Profit Growth

Activity

2,062 followers

Posts Comments

Mikkel Lucas Overby reposted this • 2mo

It's always exciting to see technologies opening up for new ways of learning and I've been really impressed with what a bit of time with Superfluent did to my high-school-French language skills. This is one of the reasons I'm now an ...show more

Yet another language learning app?

superfluent.app

25 4 comments

Mikkel Lucas Overby reposted this • 6mo

Motion capture for sports - anywhere

28 2 comments

Mikkel Lucas Overby posted this • 8mo

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Winteryear Studios...

Santa Clarita, California

+ Experience

Learn new skills with Premium

Try Premium for $0

Connections

Grow your network

Mikkel Lucas Overby • 3rd+

COO & CFO | Entrepreneur | Investor | PhD

1yr • Edited •

+ Follow

#rokokocare is using "motion capture magic" to address one of the major healthcare challenges we face on a macro level

Coco Care

1,390 followers

1yr • Edited •

+ Follow

Hire

Danish industry bringer denne artikel, som et godt eksempel på offentligt-privat samarbejde og vores arbejde i og med Hørsholm Kommune.
Niklas Grundt Hansen, udviklingsterapeut i Hørsholm kommune deler nogle gode pointer om værdien ved at anvende Coco Care i klinikken.

Hvis du gerne vil høre mere om mulighederne med Coco Care i din kommune, så ræk ud til os her på LinkedIn.

https://lnkd.in/gNYiFE3f

#fysioterapi #rokokocare

Li

Show translation

Digital fysioterapeut gør genoptræning i eget hjem nemt for borgerne - DI

danskindustri.dk

40

Reactions

+32

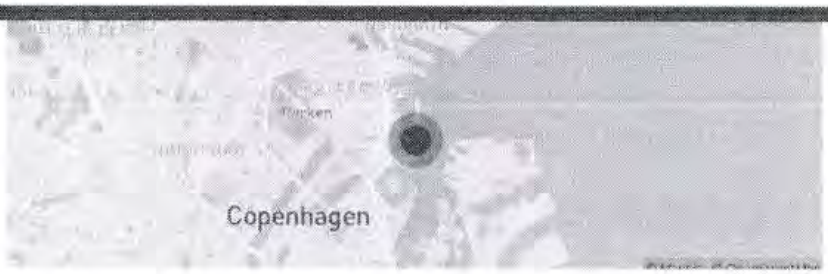
Like | Comment | Repost | Send

Add a comment

paqle

Søk i Paqle

BESTIL DEMO



NY ADRESSE

c/o Erhvervsstyrelsen, Dahlerups Pakhus
Langelinie Allé 17
2100 København Ø

13. desember 2023

Endring i eierkretsen

Coco Care ApS

Matias Søndergaard registrert som reell eier av Coco Care ApS.

FRA	TIL
–	69%

7. desember 2023

Stiftelse

Coco Care ApS

Coco Care ApS stiftes i bransjen computerprogrammering.

ADRESSE

Sankt Gertruds Stræde 10
1129 København K

PERSONER

Matias Søndergaard
Direktør, styremedlem

Jakob Balslev
Styremedlem

Mikkel Lucas Overby
Styreleder

05/12/2025

paqle

Søk i Paqle

Bli bruker | Logg inn

MIN SIDE POLITIKK

MO

Mikkel Lucas Overby

LOWCASH VENTURES ApS

3
Roller

FØLG

KORT FORTALT

Mikkel Lucas Overby har været i direktionen for LOWCASH VENTURES ApS siden 2011 og er desuden direktør i ROKOKO ELECTRONICS APS.

ARBEIDSERFARING

- 2011-nå · Direktør
  LOWCASH VENTURES ApS
- 2023-nå · Direktør
  ROKOKO ELECTRONICS APS
- 2016-2017 · Direktør
  Inference Labs IVS
- 2011-2015 · Direktør
  SERIOUS GAMES INTERACTIVE ApS
- 2015-2015 · Adm.direktør
  SENTIO Simulations ApS
- 2011-2015 · Direktør
  UPSIDEDOWNGAMES ApS

TILLITSVERV

- 2023-nå · Bestyrelsesformand
  Coco Care ApS
- 2019-2022 · Bestyrelsesmedlem
  ROKOKO ELECTRONICS APS

Paqle data

11 desember 2023

Ny bransje: Virksomhedsrådgivning og andre rådgivningsaktiviteter

LOWCASH VENTURES ApS

Tidligere bransje: Virksomhedsrådgivning og anden rådgivning om driftsledelse. **Mikkel Lucas Overby** er medlem af ledelsen.

SE MERE >

11 desember 2024

Underskudd på DKK 115.660

LOWCASH VENTURES ApS

LOWCASH VENTURES ApS offentliggjør regnskap for perioden 1.juli 2023 til 30.juni. **Mikkel Lucas Overby** er medlem af ledelsen.

SE MERE >

7 november 2024

Endring i eierkretsen

SENTIO Simulations ApS

Mikkel Lucas Overby er ikke lenger registrert som reell eier av SENTIO Simulations ApS.

SE MERE >

Stefano Koenig Corazza forlater styret

ROKOKO ELECTRONICS APS

Stefano Koenig Corazza forlater styret for ROKOKO ELECTRONICS APS etter en periode på 2 år. **Mikkel Lucas Overby** er medlem af ledelsen.

SE MERE >

11 januar 2023

Underskudd på DKK 14 mio.

ROKOKO ELECTRONICS APS

ROLLER

Balance

ROKOKO ELECTRONICS APS Direktør	DKK 106 mio
Coco Care ApS Bestyrelsesformand	DKK 5,2 mio
LOWCASH VENTURES ApS Direktør	DKK 4,1 mio

RELASJONER

SE — Simon Egenfeldt-Nielsen
Direktør, SEN INVEST ApS
2008 - 2024

AR — Alex Vendelbo Ringgaard
3 felles virksomheter
2008 - 2024

MS — Mattias Søndergaard
Adm.direktør, M SØNDERGAARD HOLDING ApS
2019 - nå

JB — Jakob Balslev
J BALSLEV HOLDING ApS
2019 - nå

paqle

Søk i Paqle

Bli bruker | Logg inn

- **2016-2017** · Direktør
  Inference Labs IVS
- **2011-2015** · Direktør
  SERIOUS GAMES INTERACTIVE ApS
- **2015-2015** · Adm. direktør
  SENTIO Simulations ApS
- **2011-2015** · Direktør
  UPSIDEDOWNGAMES ApS

TILLITSVERV

- **2023-nå** · Bestyrelsesformand
  Coco Care ApS
- **2019-2022** · Bestyrelsesmedlem
  ROKOKO ELECTRONICS APS

Paqle data

Paqle kan vise nyheter om personer og virksomheter direkte i ditt CRM-system.

BESTIL DEMO

Mikkel Lucas Overby er medlem af ledelsen.

SE MERE >

3 november 2024

Endring i eierkretsen

SENTIO Simulations ApS

Mikkel Lucas Overby er ikke lenger registrert som reell eier av SENTIO Simulations ApS.

SE MERE >

29 september 2024

Stefano Koenig Corazza forlater styret

ROKOKO ELECTRONICS APS

Stefano Koenig Corazza forlater styret for ROKOKO ELECTRONICS APS etter en periode på 2 år. **Mikkel Lucas Overby** er medlem af ledelsen.

SE MERE >

Underskudd på DKK 14 mio.

ROKOKO ELECTRONICS APS

ROKOKO ELECTRONICS APS offentliggjør regnskap for perioden 1. januar 2023 til 31. desember 2023. **Mikkel Lucas Overby** er medlem af ledelsen.

SE MERE >

Karen Skjerbæk Jørgensen blir med i styret

Coco Care ApS

Karen Skjerbæk Jørgensen erstatter Jakob Balslev i styret for Coco Care ApS etter en periode på 7 måneder. **Mikkel Lucas Overby** er fortsatt styreleder.

SE MERE >

Endring i eierkretsen

Coco Care ApS

Matias Søndergaard reduserer sitt reelle eierskap av Coco Care ApS. **Mikkel Lucas Overby** er styreleder.

SE MERE >

SE — Simon Egenfeldt-Nielsen
Direktør, SEN INVEST ApS
2008 - 2024

AR — Alex Vendelbo Ringgaard
3 felles virksomheter
2008 - 2024

MS — Matias Søndergaard
Adm. direktør, M SØNDERGAARD HOLDING ApS
2019 - nå

JB — Jakob Balslev
J BALSLEV HOLDING ApS
2019 - nå

KJ — Karen Skjerbæk Jørgensen
VISIKON ApS
2024 - nå

SE ALLE 16

paqle

Søk i Paqle

periode på 7 måneder. **Mikkel Lucas Overby** er fortsatt styreleder.

SE MERE >

20. mai 2022

Endring i eierkretsen

Coco Care ApS

Matias Søndergaard reduserer sitt reelle eierskap av Coco Care ApS. **Mikkel Lucas Overby** er styreleder.

SE MERE >

22. mai 2024

Underskudd på DKK 172.752

Coco Care ApS

Coco Care ApS offentliggjør regnskap for perioden 1. desember 2023 til 31. desember 2023. **Mikkel Lucas Overby** er styreleder.

SE MERE >

12. mai 2024

Nye navn i ledelsen

SENTIO Simulations ApS

2 nye personer i ledelsen for SENTIO Simulations ApS. **Mikkel Lucas Overby** eier 3,72% av virksomheten.

SE MERE >

30. april 2024

Adresseendring

Coco Care ApS

Coco Care ApS flytter fra København Ø til København K. **Mikkel Lucas Overby** er styreleder.

SE MERE >

21. april 2024

Adresseendring

Coco Care ApS

Coco Care ApS flytter fra København K til København Ø. **Mikkel Lucas Overby** er styreleder.

SE MERE >

11. desember 2023

Endring i eierkretsen

Coco Care ApS

Matias Søndergaard registrert som reell eier av Coco Care ApS. **Mikkel Lucas Overby** er styreleder.

SE MERE >

g-programmering/H16E84I0C2C

proff Coco Care ApS Søg Vælg branche Segmentering Sammen

Oversigt Regnskab Nøgletal Roller Organisation

Nøgletal

Beregning

LIKVIDITET
Meget god
36.148,5 %

AFKASTNING
Ikke tilfredsst.
-3,3 %

SOLIDITET
Meget god
88,8 %

Vis alle nøgletal →

Proff API

Proff API leverer virksomhedsinformation fra vores databaser, direkte til dine IT-systemer og du har fortsat fuld kontrol over brugeroplevelsen.

Læs mere om Proff API

Kilde: Risika, CVR/Virk

Kontaktinformation

Adresse	Sankt Gertruds Stræde 10, 1129 København K
Postadresse	Sankt Gertruds Stræde 10, 1129 København K

Officiel virksomhedsinformation

Juridisk navn	Coco Care ApS
CVR-nr	44483637
CVRP-nr	1029902980
Startdato	08.12.2023
Selskabsform	Produktionsenhed
Antal ansatte	2
NACE branche	621000 Computerprogrammering
Virksomhed	Coco Care ApS

Kilde: CVR/Virk

Adresse	Sankt Gertruds Stræde 10, 1129 København K
Postadresse	Sankt Gertruds Stræde 10, 1129 København K

Ledelse/Administration

Viser information for virksomhed

Direktør	Matias Søndergaard
Bestyrelsesformand	Mikkel Lucas Overby

Kilde: CVR/Virk

Vis alle roller →

05/12/2025

JUNE 12, 2024 PARTNERSHIPS

Trifork invests in Rokoko Care to advance AI-based physiotherapy

Trifork invests in Rokoko Care to advance AI-based physiotherapy

Copenhagen, 12 June 2024 – Trifork and Rokoko Care enter into a strategic partnership to offer digital physiotherapy treatment in patients' own home. With this strategic partnership and an investment that gives Trifork 22% ownership of Rokoko Care, both companies will work towards a shared vision of improving healthcare and quality of life through advanced technology.

This partnership furthers Trifork's and Rokoko Care's mission to address critical societal challenges with innovative solutions on both national and international levels. Trifork's over 20 years of experience in health IT, combined with Rokoko Care's pioneering computer vision technology—which tracks users' movements in real time via their phone cameras—ensures that Rokoko Care's digital physiotherapy platform can be accessible to everyone in need.

Karen Skjerbæk Jørgensen, CCO for Trifork Digital Health, states:
"With an aging population and increasing demands on a strained healthcare system, there is an urgent need for digital home treatment solutions. Rokoko Care's platform complements Trifork's portfolio of health solutions, which support home-based treatment and the entire patient journey. A significant technical advantage is that Rokoko Care's computer vision technology operates on citizens' own devices."

For over two decades, Trifork has developed and implemented innovative digital health solutions in Denmark, including the Shared Medication Record, the My Doctor app, and the Telma solution. This extensive experience will enable Rokoko Care to elevate their physiotherapy solution to the highest level. Rokoko Care brings deep insights into physiotherapy, along with advanced motion capture technologies, combined with computer vision and AI, which can introduce new opportunities to Trifork Digital Health.

Jesper Grankær Carøe, CEO Trifork Digital Health, adds:
"Developing and implementing digital solutions that meet the demands of both the public and citizens is always challenging. Our extensive experience with numerous solutions for municipalities, regions, and agencies will help Rokoko Care maximize the value of their innovative platform."

Jakob Fisker, CPO and co-founder of Rokoko Care, states:
"Rokoko Care introduces a valuable tool for clinical practice that facilitates physiotherapeutic rehabilitation for patients in their own homes without compromising healthcare quality. This solution provides objective data, enabling physiotherapists to personalize treatments for each patient, thereby enhancing the quality, flexibility, and effectiveness of care. Consequently, treatments can be conducted more frequently wherever the patient is—at home, at work, or even at a vacation home. This level of flexibility is highly desired by patients."

Matias Søndergaard, CEO and co-founder of Rokoko Care, adds:

With an aging population and increasing demands on a strained healthcare system, there is an urgent need for digital home treatment solutions. Rokoko Care's platform complements Trifork's portfolio of health solutions, which support home-based treatment and the entire patient journey. A significant technical advantage is that Rokoko Care's computer vision technology operates on citizens' own devices."

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Matias Søndergaard, CEO and co-founder of Rokoko Care, adds:
"Although we are a relatively new company, the timing of our solution is perfect. We believe that the future of healthcare lies in a combination of physical and digital services, delivered as close to the patient as possible, with the patient at the center. Partnering with Trifork and receiving their investment will allow us to expand our solution to reach many more people, fostering innovative and effective healthcare solutions. We are excited about this partnership and the potential it holds."

About Rokoko Care (rokokocare.com)
Rokoko Care is a health tech startup offering a digital physiotherapy solution of the same name. This solution operates through a web portal for physiotherapists and an app for citizens. Physiotherapists can assign rehabilitation programs that citizens can easily access and follow at home. Rokoko Care's computer vision technology allows citizens to train in front of their phone, with the app live-tracking their movements. This technology enhances training completion rates, enabling physiotherapists to monitor progress remotely and support their expertise with data. Based in Copenhagen, Rokoko Care evolved from Rokoko, a tech company with a decade of experience in motion capture and customers in over 100 countries.

Questions should be directed to: CEO, Matias Søndergaard, +45 60 60 50 14, matias@rokokocare.com

About Trifork (trifork.com)
Trifork is a global pioneering technology partner to its enterprise and public sector customers. The group has 1,275 employees across 72 business units in 15 countries. Trifork works in six business areas: Digital Health, FinTech, Smart Building, Smart Enterprise, Cloud Operations, and Cyber Protection. Trifork's research and development takes place in Trifork Labs, where Trifork continuously invests in and develops technology companies. Trifork owns and operates the software conference brands GOTO and YOW! and the global GOTO tech community with more than 66 million video views online. Trifork Group AG is a publicly listed company on Nasdaq Copenhagen.

Questions should be directed to:

Mikkel Lucas Overby • 3rd+
COO & CFO | Entrepreneur | Investor | PhD
1yr • Edited •

+ Follow ···

#rokokocare is using "motion capture magic" to address one of the major healthcare challenges we face on a macro level

Coco Care
1,396 followers
1yr • Edited •

+ Follow

Danish Industry bringer denne artikel, som et godt eksempel på offentligt-privat samarbejde og vores arbejde i og med Hørsholm Kommune.
Niklas Grundt Hansen, udviklingsterapeut i Hørsholm kommune deler nogle gode pointer om værdien ved at anvende Coco Care i klinikken.

Hvis du gerne vil høre mere om mulighederne med Coco Care i din kommune, så ræk ud til os her på LinkedIn.

https://lnkd.in/gNYiFE3f

#fysioterapi #rokokocare

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Digital fysioterapeut gør genoptræning i eget hjem nemt for borgerne - DI
danskindustri.dk

40

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant changed the name from Rokoko Care to Coco 7 months ago.

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Coco Care

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For Coco Care we have been working intensively over the past month to finalize an implementation strategy for our digital health solution!

We have combined experience from our partner municipalities, our own clinical experiences, both as physiotherapists but also in the work with Coco Care and the skilled external implementation consultant Amanda Lærke Laubjerg. The strategy is now finally ready to be used as a regular part of our onboarding process, to ensure a more successful commissioning of Coco Care.

We have prepared the implementation strategy because it is extremely difficult to implement new solutions, as it requires changed workflows and cultural changes. This can often be a challenge for both management and therapists.

Often, limited structure and control of the challenging processes can limit successful implementation. This can lead to the new workflows not being implemented in operation over a longer period of time, and primarily being kept afloat via the municipality's enthusiasts.

We want our implementation strategy to be able to function as a concrete work tool that can guide and guide organizations through the new changes through a phased and concrete action plan that can be measured via milestones and impact goals. By establishing a clear division of roles and assisting in the implementation with more external management, it is our intention that the municipalities are guided especially in the early stages of the implementation of Rokoko Care.

If you want to know more about Coco Care or want a review of the Implementation Strategy, please reach out to Mikkel B. Overgaard or Jakob Fisker.

#rokokocare #implementeringsstrategi #digitalsundhed

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39 3 reposts

Like Comment Repost Send

Coco Care + Follow

We are super proud to present Mikkel B. Overgaard as the newest member of the Rokoko Care team!

rokoko.com/audio-terms-of-use

ROKOKO Capture Tools Software Why Rokoko Community Resources

Site/Services in a manner that (a) is likely to interrupt, suspend, slow down or hinder the continuity of the Site/Services, (

divert of the Site/Serv

infrastructure of the S

authentication measu

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worms or other compu

surreptitiously interce

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and/or Services and,

4.8 You agree to infor

Content you have uplo

5. ROKOKO ASSET

5.1 The license to use

available by us as part

data/assets produced

license to each Rokok

otherwise stated, the

5.2 The Services per

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Rokoko Assets (and/o

Services.

5.3 You may downloa

back-up purposes, au

Assets may be made

productions. Unless

may not reproduce, di

from the above.

5.4 You may not use any assets obtained or provided under this agreement for the purpose of

view-source:https://www.rokoko.com/

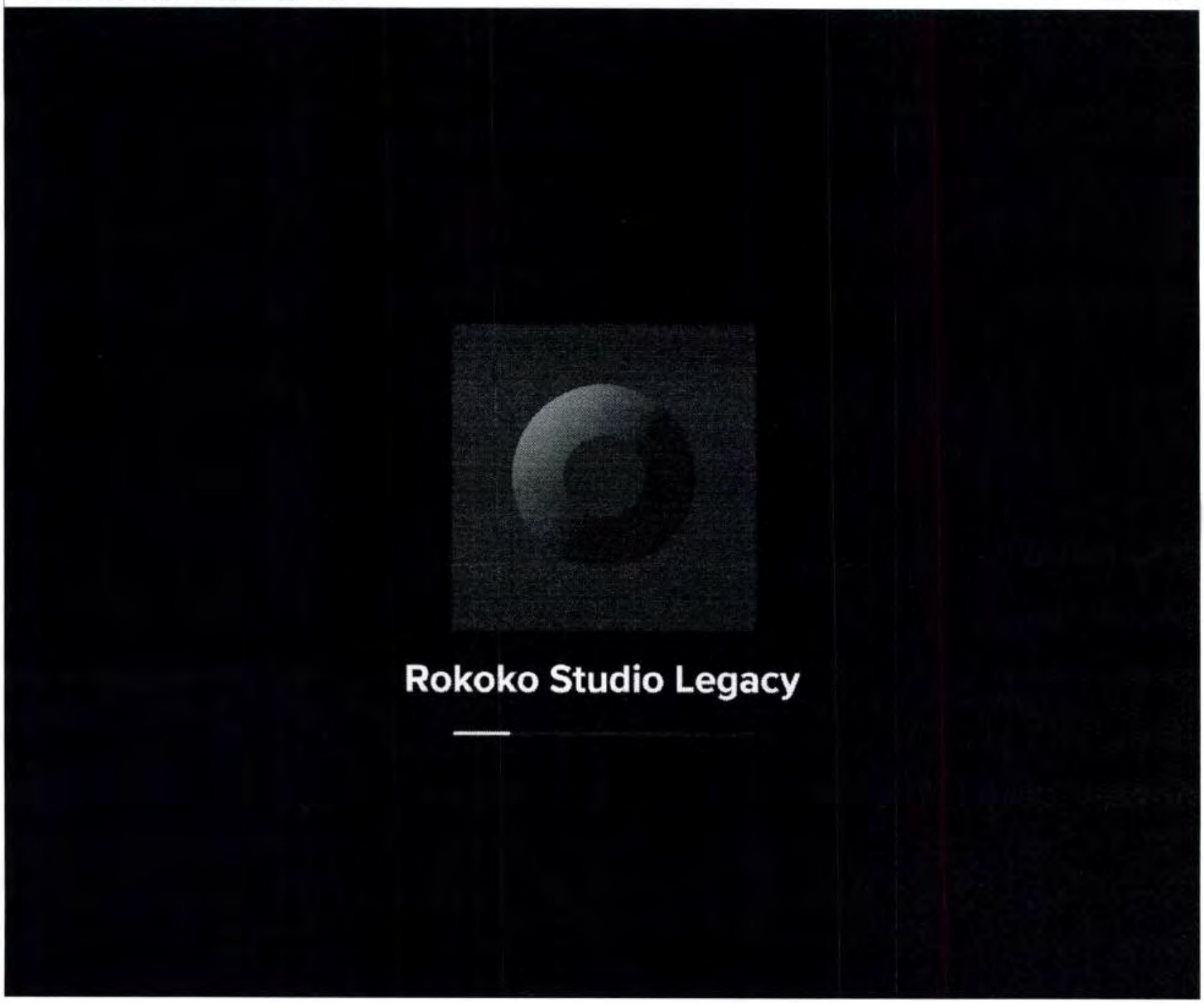
www.rokoko.com/

Line wrap

```
<!DOCTYPE html><!-- Last Published: Thu May 01 2025 07:59:21 GMT+0000 (Coordinated Universal Time) -->
<script>(function(w,d,s,l,i){w[l]=w[l]||[];w[l].push({'gtm.start':
new Date().getTime(),event:'gtm.js'});var f=d.getElementsByTagName(s)[0],
j=d.createElement(s),dl=l!='dataLayer'?'&l='+l:'';j.async=true;j.src=
'https://www.googletagmanager.com/gtm.js?id='+i+dl;f.parentNode.insertBefore(j,f);
})(window,document,'script','dataLayer','GTM-NPDN3KK');</script>
<!-- End Google Tag Manager -->

<!-- Cookie Consent Auto Implementation, cookieinformation.com, Google Consent Mode v2 Advanced -->
<script>
window.dataLayer = window.dataLayer || [];
function gtag() { dataLayer.push(arguments); }

// Set default consent to 'denied' as a placeholder
// Determine actual values based on customer's own requirements

gtag('consent', 'default', {
'ad_storage': 'denied',
'ad_user_data': 'denied',
'ad_personalization': 'denied',
'analytics_storage': 'denied',
'wait_for_update': 500
});
gtag('set', 'ads_data_redaction', true);
gtag('set', 'url_passthrough', true);
</script>
<script id="CookieConsent" type="text/javascript" data-culture="EN" src="https://policy.app.cookieinformation.com/uc.js" data-

<!-- Cookie library for notification bars logic -->
<script defer src="https://cdnjs.cloudflare.com/ajax/libs/js-cookie/2.2.0/js.cookie.min.js"></script>

<!-- All Head custom JS scripts -->
<script>
// Screen Size Detection
var desktop,tablet,mobile,viewportWidth=window.innerWidth;!function(e,t,i){i=i||window;var n=!1;i.addEventListener(e,(function
</script>
<style>
  .w-webflow-badge {display:none!important;}
  #notification-bar-green{height:0;opacity:0;}
  #notification-bar-green.reveal{height:auto;opacity:1;}
  #notification-bar-grey{height:0;opacity:0;}
  #notification-bar-grey.reveal{height:auto;opacity:1;}
  .splide__arrows {display: none!important;}
  .splide__sr {display: none!important;}
  .splide__list {display: -webkit-box;display: -ms-flexbox;display: flex;}
  .splide.quotes .splide__slide {opacity: 0;}
```

05/12/2025

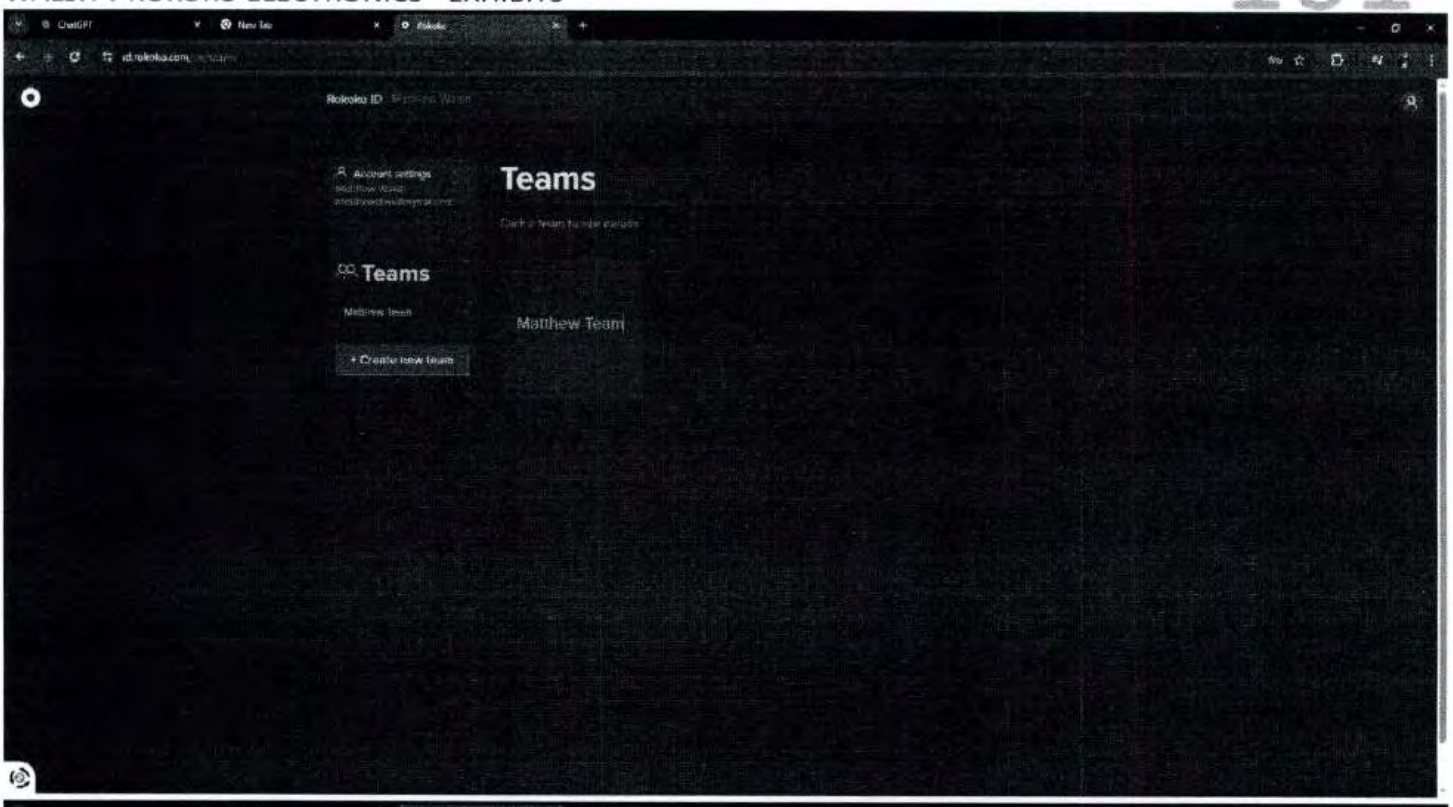
Rokoko Studio Legacy 1.20.5r(1011-c3b23f7ad)

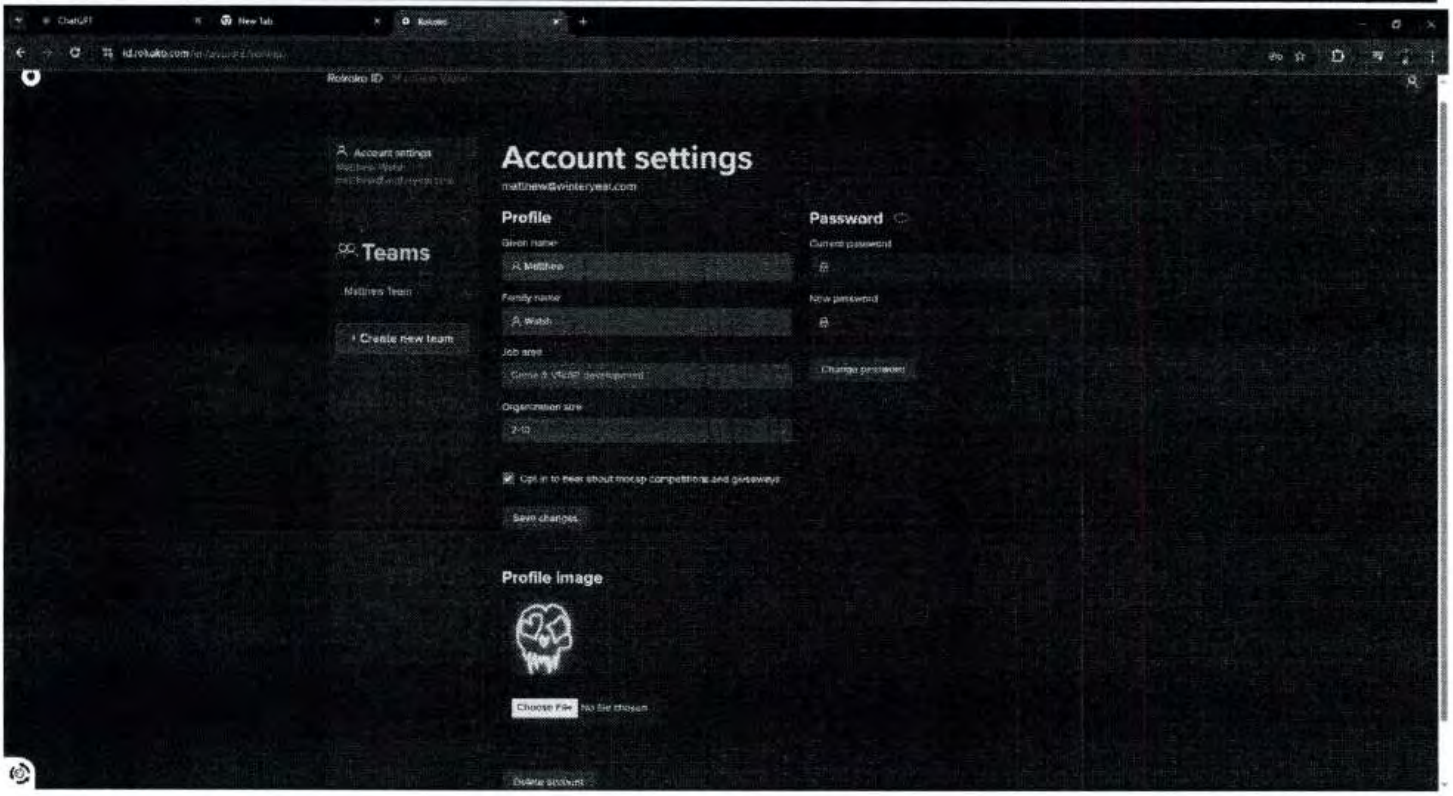


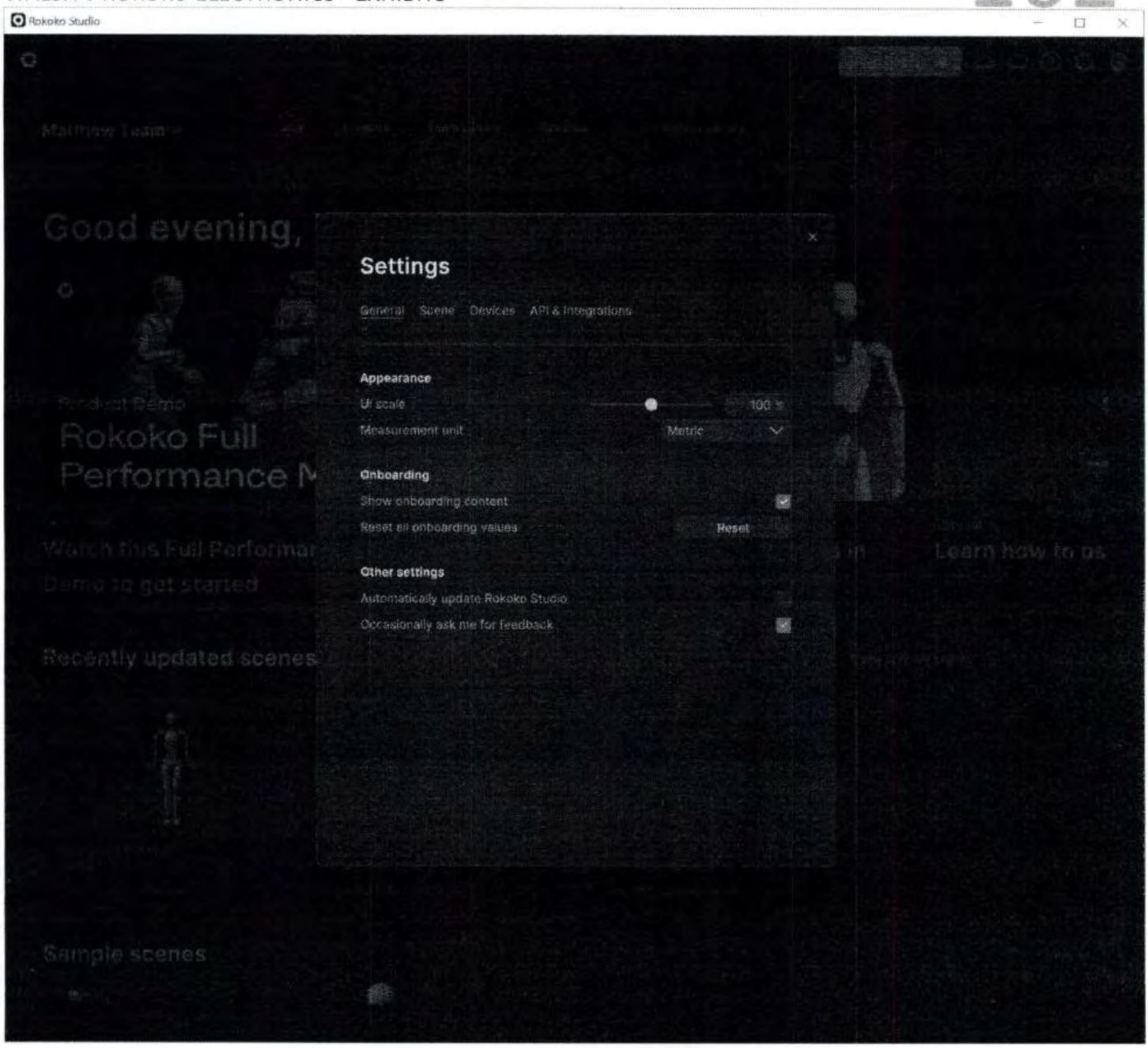
Rokoko Studio

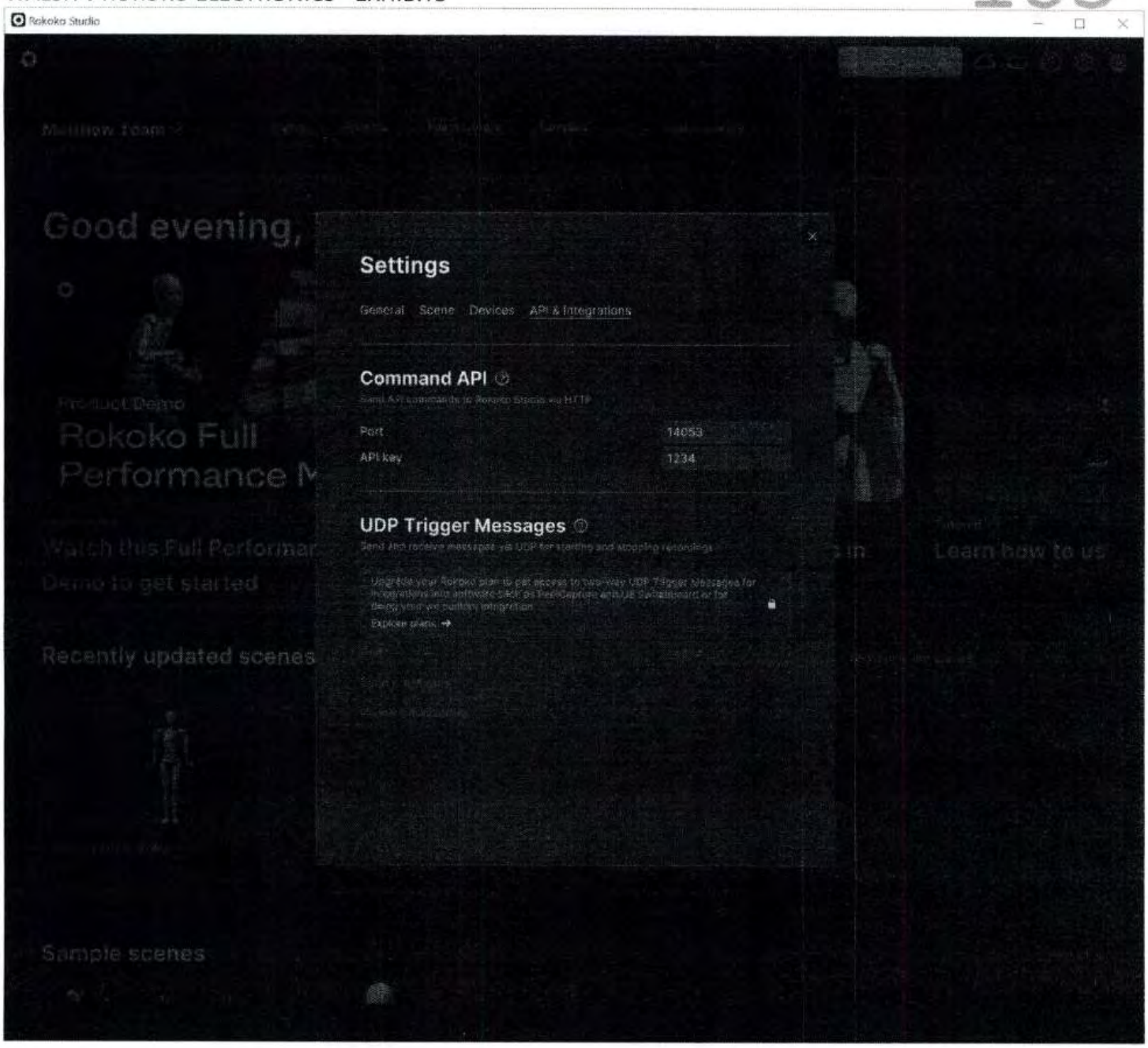
Updating selected team.

Fun fact: The first-ever animated 3D clip appeared in 1972, and it was a scanned and animated hand of a video creator


Rokoko ID
Account settings
Teams
Teams
Matthew Team
+ Create new team


Rokoko ID
Account settings
Account settings
Teams
Profile
Password
Given name
Family name
Job area
Organization size
Current password
New password
Change password
Save changes
Profile image
Choose File
No file chosen
Delete account
+ Create new team


Rokoko Studio
Good evening,
Rokoko Full
Performance M
Recently updated scenes
Sample scenes
Settings
General
Scene
Devices
API & Integrations
Appearance
UI scale
100 %
Measurement unit
Metric
Onboarding
Show onboarding content
Reset all onboarding values
Reset
Other settings
Automatically update Rokoko Studio
Occasionally ask me for feedback


Rokoko Studio
Good evening,
Product Demo
Rokoko Full
Performance M
Watch this Full Performar
Demo to get started
Recently updated scenes
Sample scenes
Settings
General
Scene
Devices
API & Integrations
Command API
Port
14053
API key
1234
UDP Trigger Messages
Learn how to us

Rokoko Studio

'Behind the scenes' from Rokoko contest 'Alternate Realities' hosted by renowned 3D artist pwnisher

Ready to start animating?

Signing in gives you access to your team, projects and assets.

Sign in with browser

Forgot your password? Reset

Don't have an account Sign up

RE: Case dismissed, new case filed.

M matthew@winteryear.com
To 'Mikkel Lucas Overby'

Reply | Reply All | Forward | ...

Mon 5/5/2025 9:58 AM

This message was sent with High importance.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Provide me with the following:

- 2x Smartsuit 2's
- 2x Smartgloves
- 1x Coil Pro
- 2x Face Capture
- 2x Headcam
- 2x Headrig
- 2x spare sets of sensors so I never have to contact you for them again.
- 5 years full Rokoko software licenses
- Additional +2 year warranty on all components.
- Opt me out of data sharing with your company.

With this, I can finally get back to work after an incredible amount of time that my production has been delayed.

I expect this hardware no later than May 12th, 2025. Box it up. Overnight it. No talk, no excuses, no delays.

28435 Ascent Way
Santa Clarita, CA 91350

This demand is made without prejudice to any and all of my claims, causes of action, or rights in the pending civil action against Rokoko, all of which I expressly reserve.
If it's not received by then, I will amend my complaint for additional damages.

From: Matthew R. Walsh <matthew@winteryear.com>
Sent: Monday, May 5, 2025 8:22 AM
To: Mikkel Lucas Overby <mikkel@rokoko.com>
Subject: Re: Case dismissed, new case filed.

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Re: Case dismissed, new case filed. - Message (HTML)

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Re: Case dismissed, new case filed.

ML Mikkel Lucas Overby <mikkel@rokoko.com>
To: matthew@winteryear.com

Reply Reply All Forward ...
Wed 5/7/2025 3:29 AM

You replied to this message on 5/7/2025 10:32 AM.
This message was sent with High importance.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Matthew,

We have just retained a US law firm to represent us in this case. Based on their assessment and careful reading of all communication and actions (including several proactive emails from our team following up as they did not hear back from you), we believe that we have a strong case in the initial claim about the repair case. On the larger claims you make around our inventory, warehouse, use of motion data etc., they are simply incorrect and easily disproven.You have involved our Board of Directors and they are now also briefed on the case and fully behind us, whichever route we choose to take. We are ready to go to trial, if needed.

That said, we continue to believe that clearing out the misunderstandings and resolving this between us in the simplest and quickest way possible is the best solution. That will allow both you and us to go back to work, which ultimately should be the goal.

We acknowledge your frustrations with not getting the support you had hoped for in resolving the issues that arose with the products you bought from us. Therefore, we are also open to compensating you for those frustrations 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, if more claims and actions from your side will continue. We need to settle, close the case and know that we can move on.

I offered to send you replacements for the equipment you and your company have purchased (2 Smartgloves and 2 Smartsuit Pro), which we think was a fair offer. If we can avoid spending more money on lawyers, we are willing to go further and help you get quickly back to your projects with tools you have not had access to before. At this stage, before the case costs us more, we will therefore offer to send you what you have listed below on the condition that this closes the case immediately. This will be our final offer, and if we need to start spending more money on lawyers, this offer will no longer be valid and we will continue the case through the legal system. Our assessment is that you will lose the case, but that it will still cost both you and us money - a lose-lose scenario.

As I've written before, I believe you have the wrong picture of us and how we operate. As a way to help build mutual trust, I and our founder and CEO, Jakob, are open to having a call with you, where we can talk things through and share our visions and the passion for content creation that drives us all. Hopefully, that can be the foundation to resolve the case in a way that's acceptable for both parties and allow us all to get back to what we do best.

We will put our legal team on hold for 24 hours, so we will need your response to this offer latest Thursday May 8 2025 at 1.00 pm CET.

Despite this case, we still hope to some day again have a positive relationship with you and support your work.

Mikkel

RE: Case dismissed, new case filed. - Message (HTML)

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Delete Respond Apps Quick Steps Language Zoom

RE: Case dismissed, new case filed.

M matthew@winteryear.com
To 'Mikkel Lucas Overby'

Reply Reply All Forward ...

Wed 5/7/2025 10:33 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

At this point you should stop speaking.

You just made a bad-faith offer.

"An offer made in bad faith is no offer at all. There must be an intent to resolve a dispute, not to coerce surrender." -- White v. Western Title Ins. Co., 40 Cal.App.3d 870 (1974)

FACT You are now very likely committing coercion, a criminal offense.

I am not signing away any of my rights under threat from you. That's an illegal demand, sir.

"A contract or release is not valid if consent was obtained by undue pressure or if performance of a legal duty was withheld to extract a benefit not owed by the other party." — Rich & Whillock, Inc. v. Ashton Dev., Inc., 157 Cal.App.3d 1154 (1984)

FACT Your duties under the Song-Beverly Act are simple: make parts available (you didn't), replace (you wont), refund (you refused), or repair (you refused)

There are no conditions to that. You have no leverage.

Dangling a song-beverly violation over my head like it's a carrot is the most confusing thing I've ever seen. That's not a carrot in your hand, bud. It's a viper and it's biting and poisoning you quickly.

What you are doing strengthens my legal position 10 fold.

FACT You are now, fully admitting to, and continuing to damage me for one of the very things you are being sued over – Tortious Interference with Economic Harm

You didn't make an offer, you made a threat.

Hardware. In my hands. May 12th. Period. This stops the clock on forward Tortious interference damages.

RE: Case dismissed, new case filed. - Message (HTML)

File Message Help

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Delete Respond Apps Quick Steps Language Zoom

RE: Case dismissed, new case filed.

M matthew@winteryear.com
To 'Mikkel Lucas Overby'

Reply Reply All Forward ...

Wed 5/7/2025 10:33 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

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FACT You are now, fully admitting to, and continuing to damage me for one of the very things you are being sued over – Tortious Interference with Economic Harm

You didn't make an offer, you made a threat.

Hardware. In my hands. May 12th. Period. This stops the clock on forward Tortious interference damages.

Everything else moves forward, but at least you can limit your liability a little.

You've had your chance.

I only wish to speak to your lawyer from now on, do not contact me again personally.

I look forward to receiving my hardware may 12th or amending my complaint to tell the Court you failed to perform (again).

Matt

Defendant admitting to taking intellectual property, removing metadata, selling it to third parties and monetizing it as well as engaging in economic coercion to comply.

Updates to Our Terms of Use - Message (H...

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Updates to Our Terms of Use

Rokoko <hi@rokoko.com>
To Matthew Walsh

Reply Reply All Forward ...

Thu 2/20/2025 7:00 AM

If there are problems with how this message is displayed, click here to view it in a web browser.

ROKOKO

30 days from now, on March 22. 2025, we will make a change in our Terms of Use.

The most significant update focuses on the motion data that is created with Rokoko products. 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, while ensuring that the data can never be redistributed in its original form. It opens the door for new opportunities and enables us to stay current and lead the development of our industry, together with our valued users.

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.

If you have any questions, please don't hesitate to reach out to us on support@rokoko.com or as a reply to this email.

All the best,

The Rokoko Team

RE: Case dismissed, new case filed.

M matthew@winteryear.com
To: 'Mikkel Lucas Overby'

Reply | Reply All | Forward | ...
Wed 5/7/2025 10:33 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

At this point you should stop speaking.

You just made a bad-faith offer.

"An offer made in bad faith is no offer at all. There must be an intent to resolve a dispute, not to coerce surrender." -- White v. Western Title Ins. Co., 40 Cal.App.3d 870 (1974)

FACT You are now very likely committing coercion, a criminal offense.

I am not signing away any of my rights under threat from you. That's an illegal demand, sir.

"A contract or release is not valid if consent was obtained by undue pressure or if performance of a legal duty was withheld to extract a benefit not owed by the other party." — Rich & Whillock, Inc. v. Ashton Dev., Inc., 157 Cal.App.3d 1154 (1984)

FACT Your duties under the Song-Beverly Act are simple: make parts available (you didn't), replace (you wont), refund (you refused), or repair (you refused)

There are no conditions to that. You have no leverage.

Dangling a song-beverly violation over my head like it's a carrot is the most confusing thing I've ever seen. That's not a carrot in your hand, bud. It's a viper and it's biting and poisoning you quickly.

What you are doing strengthens my legal position 10 fold.

FACT You are now, fully admitting to, and continuing to damage me for one of the very things you are being sued over – Tortious Interference with Economic Harm

You didn't make an offer, you made a threat.

Hardware. In my hands. May 12th. Period. This stops the clock on forward Tortious interference damages.

Everything else moves forward, but at least you can limit your liability a little.

You've had your chance.

I only wish to speak to your lawyer from now on, do not contact me again personally.

I look forward to receiving my hardware may 12th or amending my complaint to tell the Court you failed to perform (again).

Matt

"Demonstration of Rokoko Software's Unauthorized Data Exfiltration"

Description:

This video demonstrates Rokoko's software functioning fully offline without any need for online services. Shows a complete lack of user consent, notification or requirements of terms and conditions, and subsequently automatically begins exfiltrating data upon reconnection. It serves as evidence of unauthorized data collection and misappropriation of intellectual property especially Plaintiff's.

https://youtu.be/kk4I9zUXzH8

Declaration of Authenticity

I, Matthew R. Walsh, declare under penalty of perjury that the video linked above is a true and accurate representation of Rokoko's direct spoliation behavior as observed and recorded by me. The video has not been altered or edited since its original recording. Background music is present, streaming from the internet to reinforce the authenticity and uncut nature of the video.

Certificate of Authenticity:
The SHA-256 checksum of the original video file is:
BE7116827CD408335436D823F350E69B74412498E66011B5A65D07B9D56BB61C

WALSH v ROKOKO ELECTRONICS - EXHIBITS
"Demonstration of Defendant's spoliation"

Description:

This video, recorded by Plaintiff, demonstrates Defendant's software executing destructive actions after legal notice had been given. Specifically, it captures the modifications of the terms and conditions this case hinges on, it includes Plaintiff's own express admission as timestamped metadata records specifically show Defendant changed the terms and conditions after litigation began, while in ODR and after Plaintiff requested proof of office, staff and inventory.

https://youtu.be/Xzld5QAwkVY

Declaration of Authenticity

I, Matthew R. Walsh, declare under penalty of perjury that the video linked above is a true and accurate representation of Rokoko's direct spoliation behavior as observed and recorded by me. The video has not been altered or edited since its original recording. Background music is present, streaming from the internet to reinforce the authenticity and uncut nature of the video.

Certificate of Authenticity:
The SHA-256 checksum of the original video file is:
2E2578F566DFE010735987EB586965095D3FD90A11CC38E07B71152841F6ADD4

WALSH v ROKOKO ELECTRONICS - EXHIBITS
"Proof that Rokoko misappropriates your intellectual property but TAKES it entirely"

Description:

This video, recorded by Plaintiff, shows that his animations created in Rokoko Studio are removed from his computer in their original format once Defendant takes them. This process is automatic, the user is never notified. There is no opt-in or opt-out for this feature, or terms anywhere in the software on signup or on login.

https://youtu.be/mAqg-Yp0YHc

Declaration of Authenticity

I, Matthew R. Walsh, declare under penalty of perjury that the video linked above is a true and accurate representation of Rokoko's direct IP misappropriation and metadata stripping behavior as observed and recorded by me. The video has not been altered or edited since its original recording.

Certificate of Authenticity:
The SHA-256 checksum of the original video file is:
6574E3E5BAAB083C3F832E1A94D0561F964B938E7DD47BAAE975A88BE91D2C81

WALSH v ROKOKO ELECTRONICS - EXHIBITS

"Rokoko's logs, proof of opt-out code, evidence reinforcement, records SSID, deletion of local content"

Description:

This video, recorded by Plaintiff, shows that his animations created in Rokoko Studio are removed from his computer in their original format once Defendant takes them. This process is automatic, the user is never notified. There is no opt-in or opt-out for this feature, or terms anywhere in the software on signup or on login.

https://www.youtube.com/watch?v=eNYmp1gmCAU

Declaration of Authenticity

I, Matthew R. Walsh, declare under penalty of perjury that the video linked above is a true and accurate representation of Rokoko's hidden opt-out features, log files, telemetry reporting, IP theft and deleting of local content behavior as observed and recorded by me. The video has not been altered or edited since its original recording.

Certificate of Authenticity:

The SHA-256 checksum of the original video file is:

A2670487FC42B98D58C7029C427375F8494C978895A341AF0D8030B1865FE32F

Defendant claiming it was a cabling issue despite the software instantly messaging to them that it was sensors and the log files sent to them proving otherwise.

[Rokoko] Re: Sensors blinking green

Ilias Stentoumis (Rokoko) <support@rokoko.com>
To: Matthew R Walsh

Reply | Reply All | Forward | ...

Fri 4/7/2023 10:28 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Your request (21325) has been updated. To add additional comments, reply to this email.

Ilias Stentoumis (Rokoko)

Hi Matthew,

Thank you for your time!

You should have received a quote in this email. Please click on the "Accept your quote" button in order to proceed with the purchase.

Please replace the following 2 cables (from Hub to left and right leg) and the sensor on the left shoulder (sensor 21)

To open the HUB watch this video. To close the HUB watch this video. This article will help you how to use the repair kit (also attached a useful pdf guide).

We will be in touch.

Kind Regards,

Ilias Stentoumis
Rokoko Tech Support Team
What would you like to see in the future? Submit a Feature Request here!

Defendant, again, about a year later blaming it on cables saying "there are no sensor errors", the logs he received and his own software told him otherwise.

[Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below here: 1. M...

DN Dan Nikolaison (Rokoko) <support@rokoko.com>
To: Matthew R Walsh

Reply | Reply All | Forward | ...
Tue 4/15/2025 2:18 AM

You replied to this message on 4/15/2025 11:59 AM.
If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Dan Nikolaison (Rokoko)

Hello Matt,

Thank you for your patience while we've been reviewing the logs carefully. Thankfully, the logs show that this is merely a cabling issue. There are no sensor errors.

I have sent you a quote for the three cables that need replacing. They are:

1 x 950mm
1 x 180mm
1 x 550mm

Best regards,

Dan Nikolaison
Customer Success Manager

rokoko.com

Follow us on:
Instagram,
Twitter,
LinkedIn,
Facebook, and
TikTok.
Join our community of 3D artists, VFX experts, and game devs on Discord.

EXHIBIT 2

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State, Bar number, and address)*:	*FOR COURT USE ONLY*
Matthew Walsh <matthew@winteryear.com> **matthew@winteryear.com** TELEPHONE NO.: **661-644-0012** FAX NO. *(Optional)*: E-MAIL ADDRESS *(Optional)*: ATTORNEY FOR *(Name)*: **MATTHEW R. WALSH**	**Electronically FILED by Superior Court of California, County of Los Angeles 5/14/2025 11:56 AM David W. Slayton, Executive Officer/Clerk of Court, By R. Pineda, Deputy Clerk**
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: **111 North Hill Street** MAILING ADDRESS: **111 North Hill Street** CITY AND ZIP CODE: **Los Angeles 90012** BRANCH NAME: **Central District, Stanley Mosk Courthouse**	
PLAINTIFF/PETITIONER: **MATTHEW R. WALSH**	CASE NUMBER:
DEFENDANT/RESPONDENT: **ROKOKO ELECTRONICS**	**25STCV13828**
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: **25STCV13828**

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of *(specify documents)*:
   SUMMONS; COMPLAINT; EXHIBITS

BY FAX

3. a. Party served *(specify name of party as shown on documents served)*:
   ROKOKO ELECTRONICS

   b. [X] Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b whom substituted service was made) *(specify name and relationship to the party named in item 3a)*:
   david doe

4. Address where the party was served:
   31416 Agoura Rd #118, Westlake Village, CA 91361

5. I served the party *(check proper box)*

   a. [X] **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on *(date)*: **05/14/2025** at *(time)*: **10:29 AM**

   b. [ ] **by substituted service.** On *(date)*: at *(time)*: I left the documents listed in item 2 with or in the presence of *(name and title or relationship to person indicated in item 3)*:

   (1) [ ] **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.

   (2) [ ] **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.

   (3) [ ] **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.

   (4) [ ] I thereafter caused to be mailed (by first class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc § 415.20). Documents were mailed on *(date)*: from *(city)*: **or** [ ] a declaration of mailing is attached.

   (5) [ ] I attach a **declaration of diligence** stating actions taken first to attempt personal service.

c. [ ] **by mail and acknowledgement of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,

(1) on *(date):* (2) from *(city):*

(3) [ ] with two copies of the *Notice and Acknowledgement of Receipt* and a postage-paid return envelope addressed to me. *(Attach completed Notice and Acknowledgement of Receipt.)* (Code Civ. Proc., § 415.30)

(4) [ ] to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40)

d. [ ] **by other means** *(specify means of service and authorizing code section):*

[ ] Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

a. [ ] as an individual defendant.

b. [ ] as the person sued under the fictitious name of *(specify):*

c. [ ] as occupant.

d. [X] On behalf of *(specify)* **ROKOKO ELECTRONICS c/o CORPNET INCORPORATED**

under the following Code of Civil Procedure section:

[X] 416.10 (corporation)	[ ] 415.95 (business organization, form unknown)
[ ] 416.20 (defunct corporation)	[ ] 416.60 (minor)
[ ] 416.30 (joint stock company/association)	[ ] 416.70 (ward or conservatee)
[ ] 416.40 (association or partnership)	[ ] 416.90 (authorized person)
[ ] 416.50 (public entity)	[ ] 415.46 (occupant)
	[ ] other:

7. **Person who served papers**

a. Name: **Mark Frankel**
b. Address: **23801 sylvan street, Woodland hills, CA 91367**
c. Telephone number: **747-267-8025**
d. The fee for service was: **$ 163.55**
e. I am:

(1) [ ] not a registered California process server.

(2) [ ] exempt from registration under Business and Professions Code section 22350(b).

(3) [X] registered California process server:

(i) [ ] owner [ ] employee [X] independent contractor. For: **ABC Legal Services, LLC**

(ii) [X] Registration No.: **2025027512** Registration #: **6779**

(iii) [X] County: **Los Angeles county** County: **Los Angeles**

BY FAX

8. [X] **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. [ ] **I am a California sheriff or marshal and I certify** that the foregoing is true and correct.

Date: 05/14/2025

Mark Frankel
(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)

EXHIBIT 3

CASE INFORMATION

Case Number: 25STCV13828

MATTHEW R. WALSH VS ROKOKO ELECTRONICS

Filing Courthouse: Stanley Mosk Courthouse

Filing Date: 05/12/2025
Case Type: Tortious Interference (General Jurisdiction)
Status: Pending

Click here to access document images for this case

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page

FUTURE HEARINGS

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

09/09/2025 at 08:30 AM in Department 30 at 111 North Hill Street, Los Angeles, CA 90012
Case Management Conference

09/11/2025 at 08:30 AM in Department 30 at 111 North Hill Street, Los Angeles, CA 90012
Hearing on Motion for Summary Judgment

PARTY INFORMATION

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

ROKOKO ELECTRONICS - Defendant

WALSH MATTHEW R. - Plaintiff

DOCUMENTS FILED

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

Documents Filed (Filing dates listed in descending order)

06/06/2025 Proof of Service by Mail
Filed by Matthew R. Walsh (Plaintiff)

06/06/2025 Proof of Service by Mail
Filed by Matthew R. Walsh (Plaintiff)

06/06/2025 Proof of Service by Mail

Filed by Matthew R. Walsh (Plaintiff)

06/06/2025 Proof of Service by Mail
Filed by Matthew R. Walsh (Plaintiff)

06/06/2025 Proof of Service by Mail
Filed by Matthew R. Walsh (Plaintiff)

06/06/2025 Proof of Service by Mail
Filed by Matthew R. Walsh (Plaintiff)

06/05/2025 Memorandum of Points & Authorities
Filed by Matthew R. Walsh (Plaintiff)

06/05/2025 Declaration (OF MATTHEW WALSH NOTING DEFENDANTS FAILURE TO PLEAD AFTER APPEARANCE)
Filed by Matthew R. Walsh (Plaintiff)

06/05/2025 Separate Statement
Filed by Matthew R. Walsh (Plaintiff)

06/05/2025 Motion for Summary Judgment
Filed by Matthew R. Walsh (Plaintiff)

05/30/2025 Proof of Service by Mail
Filed by Matthew R. Walsh (Plaintiff)

05/30/2025 Proof of Service by Mail
Filed by Matthew R. Walsh (Plaintiff)

05/28/2025 Request (PLAINTIFF MATTHEW R. WALSHS REQUEST FOR SPECIAL INTEROGATORIES TO DEFENDANT ROKOKO ELECTRONICS SET NUMBER: ONE (1))
Filed by Matthew R. Walsh (Plaintiff)

05/28/2025 Supplemental Declaration (DECLARATION OF MATTHEW R. WALSH Re: General Appearance By Defendant)
Filed by Matthew R. Walsh (Plaintiff)

05/23/2025 Notice of Case Management Conference
Filed by Clerk

05/14/2025 Proof of Personal Service
Filed by Matthew R. Walsh (Plaintiff)

05/12/2025 Notice of Case Assignment - Unlimited Civil Case
Filed by Clerk

05/12/2025 Alternative Dispute Resolution Packet
Filed by Clerk

05/12/2025 Summons (on Complaint)
Filed by Clerk

05/12/2025 Civil Case Cover Sheet
Filed by Matthew R. Walsh (Plaintiff)

05/12/2025 Complaint
Filed by Matthew R. Walsh (Plaintiff)

PROCEEDINGS HELD

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

Proceedings Held (Proceeding dates listed in descending order)

None

REGISTER OF ACTIONS

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

06/10/2025 Hearing on Motion for Summary Judgment scheduled for 07/24/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 30

06/10/2025 Hearing on Motion for Summary Judgment scheduled for 09/11/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 30

06/10/2025 Pursuant to the request of moving party, Hearing on Motion for Summary Judgment scheduled for 07/01/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 30 Not Held - Rescheduled by Party was rescheduled to 07/24/2025 08:30 AM

06/10/2025 Pursuant to the request of moving party, Hearing on Motion for Order NOTICE OF MOTION AND MOTION TO SHORTEN TIME TO HEAR MOTION FOR SUMMARY JUDGMENT scheduled for 07/08/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 30 Not Held - Taken Off Calendar by Party on 06/10/2025

06/10/2025 Pursuant to the request of moving party, Hearing on Motion for Summary Judgment scheduled for 07/24/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 30 Not Held - Rescheduled by Party was rescheduled to 09/11/2025 08:30 AM

06/06/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint ?: No

06/06/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint ?: No

06/06/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint ?: No

06/06/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint ?: No

06/06/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint ?: No

06/06/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint ?: No

06/06/2025 Hearing on Motion for Summary Judgment scheduled for 07/01/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 30

06/05/2025 Motion for Summary Judgment; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant)

06/05/2025 Separate Statement; Filed by: Matthew R. Walsh (Plaintiff)

06/05/2025 Declaration OF MATTHEW WALSH NOTING DEFENDANTS FAILURE TO PLEAD AFTER APPEARANCE; Filed by: Matthew R. Walsh (Plaintiff)

06/05/2025 Memorandum of Points & Authorities; Filed by: Matthew R. Walsh (Plaintiff)

05/30/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint ?: No

05/30/2025 Proof of Service by Mail; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); After Substituted Service of Summons and Complaint ?: No

05/28/2025 Supplemental Declaration DECLARATION OF MATTHEW R. WALSH Re: General Appearance By Defendant; Filed by: Matthew R. Walsh (Plaintiff)

05/28/2025 Request PLAINTIFF MATTHEW R. WALSHS REQUEST FOR SPECIAL INTEROGATORIES TO DEFENDANT ROKOKO ELECTRONICS SET NUMBER: ONE (1); Filed by: Matthew R. Walsh (Plaintiff)

05/23/2025 Case Management Conference scheduled for 09/09/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 30

05/23/2025 Notice of Case Management Conference; Filed by: Clerk

05/14/2025 Proof of Personal Service; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant); Service Date: 05/14/2025; Service Cost: 135.00; Service Cost Waived: No

05/12/2025 Complaint; Filed by: Matthew R. Walsh (Plaintiff); As to: Rokoko Electronics (Defendant)

05/12/2025 Civil Case Cover Sheet; Filed by: Matthew R. Walsh (Plaintiff)

05/12/2025 Summons on Complaint; Issued and Filed by: Clerk

05/12/2025 Alternative Dispute Resolution Packet; Filed by: Clerk

05/12/2025 Notice of Case Assignment - Unlimited Civil Case; Filed by: Clerk

05/12/2025 Case assigned to Hon. Dean J. Kitchens in Department 30 Stanley Mosk Courthouse

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 05/23/2025 David W. Slayton, Executive Officer / Clerk of Court By: M. Quinteros Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
PLAINTIFF: Matthew R. Walsh	
DEFENDANT: Rokoko Electronics	
NOTICE OF CASE MANAGEMENT CONFERENCE	CASE NUMBER: 25STCV13828

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 09/09/2025	Time: 8:30 AM	Dept.: 30

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 05/23/2025

Dean J. Kitchens
Judicial Officer

CERTIFICATE OF SERVICE Dean J. Kitchens / Judge

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

☑ by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

☐ by personally giving the party notice upon filing of the complaint.

Matthew R. Walsh
19197 Golden Valley Road
#333
Santa Clarita, CA 91387

Dated: 05/23/2025

David W. Slayton, Executive Officer / Clerk of Court

By M. Quinteros
Deputy Clerk

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
(661) 644-0012
Plaintiff In Pro Per,

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/28/2025 3:20 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Bolden, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

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.: 25STCV13828 DECLARATION OF MATTHEW R. WALSH Re: General Appearance By Defendant

DECLARATION OF MATTHEW R. WALSH

RE: GENERAL APPEARANCE BY DEFENDANT

I, Matthew R. Walsh, declare as follows:

1. 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.

2. On May 4th, 2025, I eFiled the civil Complaint (Exhibit C) against Defendant and provided Defendant with the Complaint by e-mail (Exhibit A)

3. On May 5, 2025, I received an email from Mikkel Lucas Overby, a representative of Defendant Rokoko Electronics, sent from the email address mikkel@rokoko.com, in response to notice of this pending action. A true and correct copy of that email is attached hereto as (Exhibit B).

"A defendant who voluntarily appears in an action ***prior to formal service of process*** *waives any defect in service. The record supports the trial court's finding that Gama made a general appearance before being served." (Sanchez v. Gama, 2019 WL 2106836, 2019 Cal. App. Unpub. LEXIS 3442)*

4. In the email, Mr. Overby states that Defendant has *"retained a US law firm to represent us in this case,"* refers to their legal team's assessment of *"the case,"* and repeatedly references intent to *"continue the case through the legal system"* and *"go to trial, if needed."*

"A general appearance occurs where the defendant takes a part in the action which in some manner recognizes the authority of the court to proceed." (Zaragoza v. Superior Court (1996) 49 Cal.App.4th 1252, 1256)

5. Further, the email makes a settlement proposal which is explicitly conditioned on the dismissal and closure of this action, indicating awareness and participation intent.

"Correspondence in which a defendant acknowledged the lawsuit, discussed settlement,

and otherwise engaged with the case was deemed a general appearance." (Hamilton v. Asbestos Corp. (1995) 22 Cal.App.4th 1127, 1133)

6. These statements constitute a general appearance by Defendant under California Code of Civil Procedure § 1014 and applicable case law, including *Hamilton v. Asbestos Corp.*, 22 Cal.App.4th 1127 (1994), wherein an out-of-court communication acknowledging the case and expressing intent to resolve it was held sufficient to constitute a general appearance.

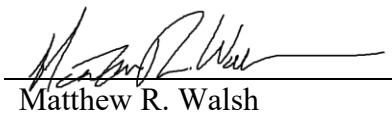
7. Defendant has therefore confirmed actual receipt, has voluntarily submitted to participation and the jurisdiction of this Court by communicating directly regarding the merits of the case, proposing settlement terms, claiming legal representation, and stating their willingness to proceed to trial if settlement fails illustrating an intent to litigate.

"A general appearance is equivalent to personal service and precludes a challenge to personal jurisdiction." (Roy v. Superior Court (2005) 127 Cal.App.4th 337, 343)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 28 day of May, 2025, in Los Angeles, California.

Dated this 28th of May, 2025:



Matthew R. Walsh
Plaintiff In Pro Per

Exhibit A

Plaintiff provided an electronic copy to Defendant of the Complaint

Case dismissed, new case filed.

matthew@winteryear.com
To 'Mikkel Lucas Overby'

Reply | Reply All | Forward

Sun 5/4/2025 10:08

Walsh v Rokoko Civil.pdf
2 MB

Open PDFs in Adobe Acrobat

As you are now aware, the complaint against Rokoko has been formally filed with the Superior Court of California. You will be served shortly.
Before that occurs, I'm offering a final opportunity to resolve this matter privately and efficiently.

I am prepared to settle all claims immediately for **$6.5 million**. This figure reflects the full scope of damages outlined in the complaint, including:

- The misappropriation of my intellectual property, including commercially valuable motion data
- Statutory violations under the DMCA (17 U.S.C. § 1202), CLRA, and California warranty law
- Substantial lost business and licensing opportunities tied to a game title, merchandise, and production pipelines
- Damage to professional relationships and reputational harm, all directly traceable to Rokoko's misconduct
- Fraudulent representations made at the investor, consumer, and corporate levels
- Evidence of metadata stripping, firmware-level sabotage, and apparent coordination with an affiliated shell entity for AI resale

The exhibits will be filed separately, but I am attaching the complaint now as a courtesy.

This offer remains open for 7 days.

I urge you to take this seriously. You had multiple opportunities to resolve this quietly.
I no longer have control over how loud this gets, it's in the public now.

Matthew R. Walsh

Exhibit B:

Defendant acknowledged they received the Complaint and admits they have read through it and that they have retained a U.S. Law Firm and intend on litigating if settlement isn't reached.

From: Mikkel Lucas Overby <mikkel@rokoko.com>
Sent: Wednesday, May 7, 2025 3:29 AM
To: matthew@winteryear.com
Subject: Re: Case dismissed, new case filed.
Importance: High

Matthew,

We have just retained a US law firm to represent us in this case. Based on their assessment and careful reading of all communication and actions (including several proactive emails from our team following up as they did not hear back from you), we believe that we have a strong case in the initial claim about the repair case. On the larger claims you make around our inventory, warehouse, use of motion data etc., they are simply incorrect and easily disproven.You have involved our Board of Directors and they are now also briefed on the case and fully behind us, whichever route we choose to take. We are ready to go to trial, if needed.

That said, we continue to believe that clearing out the misunderstandings and resolving this between us in the simplest and quickest way possible is the best solution. That will allow both you and us to go back to work, which ultimately should be the goal.

We acknowledge your frustrations with not getting the support you had hoped for in resolving the issues that arose with the products you bought from us. Therefore, we are also open to compensating you for those frustrations 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, if more claims and actions from your side will continue. We need to settle, close the case and know that we can move on.

I offered to send you replacements for the equipment you and your company have purchased (2 Smartgloves and 2 Smartsuit Pro), which we think was a fair offer. If we can avoid spending more money on lawyers, we are willing to go further and help you get quickly back to your projects with tools you have not had access to before. At this stage, before the case costs us more, we will therefore offer to send you what you have listed below on the condition that this closes the case immediately. This will be our final offer, and if we need to start spending more money on lawyers, this offer will no longer be valid and we will continue the case through the legal system. Our assessment is that you will lose the case, but that it will still cost both you and us money - a lose-lose scenario.

As I've written before, I believe you have the wrong picture of us and how we operate. As a way to help build mutual trust, I and our founder and CEO, Jakob, are open to having a call with you, where we can talk things through and share our visions and the passion for content creation that drives us all. Hopefully, that can be the foundation to resolve the case in a way that's acceptable for both parties and allow us all to get back to what we do best.

We will put our legal team on hold for 24 hours, so we will need your response to this offer latest Thursday May 8 2025 at 1.00 pm CET.

Despite this case, we still hope to some day again have a positive relationship with you and support your work.

Mikkel

--

EXHIBIT C

Plaintiff's eFiling of the Complaint

Order Confirmation for COMPLAINT FOR DAMAGES (Fraud, Intellectual Property Theft, Breach of Warranty, and R...

D donotreply@proserverwoj.mail.legalconnect.com
To matthew@winteryear.com

Reply | Reply All | Forward | ...

Sun 5/4/2025 10:00 PM

Court eFiling and Process Serving Order Confirmation

This confirms Wheels of Justice has received your Court eFiling order to file the following document(s)

Complaint

At: **Stanley Mosk Central Courthouse (Civil eFiling)**

Your document(s) have been electronically transmitted to the court **today (Sun, May 4, 2025)** and placed in the queue for review by the Clerk.

Once your eFile order has been reviewed you will receive a status update with details stating if your documents were Accepted, Partially Accepted or Rejected by the Clerk, followed by your conformed or received copy(s) or else rejection notice.

This confirms Wheels of Justice has received your Process Serving order to Serve the following party(s):

For: **ROKOKO ELECTRONICS, Authorized Person, Agent: CORPNET INCOPORATED**
At: **31416 Agoura Rd #118, Westlake Village, CA 91361**
Level: **Routine**

As soon as your Process Serving order(s) have been attempted you will receive a daily or weekly status update based on the service level you selected. Status update to include details stating if your party(s) were served or not, followed by your Proof of Service or Declaration.

Should you have any questions, please contact us or log in and manage your cases and orders at http://www.proserver.com/

Thank you for using Wheels of Justice.

Order(s): **11903012-01, 11903012-02**

Billing Code: **SysGen**

eFile Transaction Number(s): **25LA00826908**

This automated message is being sent by Wheels of Justice It is intended exclusively for the individuals and/or entities to which it is addressed. This communication including any links or attachments, may contain information that is proprietary, confidential, privileged or otherwise exempt from disclosure. If you are not the named

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
(661) 644-0012

Plaintiff In Pro Per,

**Electronically FILED by
Superior Court of California,
County of Los Angeles
5/28/2025 3:20 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Bolden, Deputy Clerk**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

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.: 25STCV13828 PLAINTIFF MATTHEW R. WALSH'S REQUEST FOR SPECIAL INTEROGATORIES TO DEFENDANT ROKOKO ELECTRONICS SET NUMBER: ONE (1)

PROPOUNDING PARTY: MATTHEW R. WALSH

RESPONDING PARTY: ROKOKO ELECTRONICS

SET NUMBER: ONE(1)

Pursuant to California Code of Civil Procedure section 2030.010 et seq., Plaintiff hereby propounds the following Special Interrogatories, Set One, to Defendant. Defendant is required to answer each interrogatory separately and fully in writing under oath within 30 days of service pursuant to section 2030.260, or be subject to sanctions under section 2030.290.

DEFINITIONS AND INSTRUCTIONS

1) **"PERSON"** means any natural person, corporation, company, partnership, joint venture, business trust, association, organization, public agency, or any other form of legal or business entity.

2) **"COMMUNICATION"** includes all means by which information is transmitted or received, including oral conversations, telephone calls, video calls, in-person meetings, emails, text messages, chat logs (e.g., Slack, Discord), DMs, support tickets, social media, cloud-based messages, and all other electronic or written forms of correspondence.

3) **"DOCUMENT"** means all writings, as defined under California Evidence Code § 250, and includes any electronically stored information ("ESI") — including software source files, Git repositories, metadata logs, network logs, product manuals, technical documentation, emails, text messages, contracts, invoices, screenshots, and video captures — whether stored locally or in cloud platforms.

4) **"CONCERNING"** means referring to, relating to, describing, evidencing, supporting, contradicting, or otherwise pertaining in whole or in part to the subject matter identified.

5) **"USER-GENERATED CONTENT"** or **"UGC"** means any digital animation, motion capture data, telemetry, recorded movement, metadata, or creative output created or submitted by users (including Plaintiff) through any Rokoko software, hardware, or platform from 2014 to 2025.

6) **"ROKOKO" or "DEFENDANT"** means Rokoko Electronics, Inc., and includes all related entities, divisions, predecessors, successors, subsidiaries, officers, directors, employees, agents, representatives, developers, affiliates, and all persons acting or purporting to act on its behalf.

7) **"THE OTHER BUSINESS"** means any entity doing business under the names "Rokoko Care," "Coco," or "Coco Care," and includes all officers, agents, contractors, employees, investors, and affiliated legal entities.

8) **"SHARED IP"** means any technology, codebase, software, animation, motion data, platform, website, tools, artificial intelligence models, code base, API or user-generated content used by both Defendant and The Other Business, or transferred between them at any time.

9) If any **DOCUMENT** requested is withheld under a claim of privilege or protection, state:

a. The specific privilege or doctrine relied on;

b. The facts forming the basis for the claim;

c. The authors, recipients, and custodian(s);

d. The general subject matter; and

e. The date and type of the document (e.g., email, memo, file, log).

10) **Electronically Stored Information (ESI)** must be produced in its native format with metadata intact. Acceptable formats

Include .CSV, .JSON, .TXT, .LOG, .MP4, .MKV, .FBX, .OBJ, .PHP, .CS, .CPP, .H, .JS, .RKK, .XML, .SQL, .JPG, .PNG, .HTML, .HTM, .ASP, . or otherwise agreed standard readable formats with associated load files.

11) These definitions apply throughout this discovery set and are deemed incorporated into each interrogatory, request for production, and request for admission unless otherwise stated.

12) Each interrogatory must be answered with all information available to Defendant, including information in the possession of Defendant's agents, representatives, investigators, or

attorneys. These interrogatories are deemed to be continuing in nature, and Defendant must supplement responses if further responsive information becomes known before trial.

13) **If Defendant objects to any interrogatory**, state the specific grounds for the objection, and answer so much of the interrogatory as is not objectionable.

14) **INSTRUCTIONS:**

Pursuant to Code of Civil Procedure § 2030.250, each response to these interrogatories must be made in writing and under oath, and must be verified by the responding party under penalty of perjury. The verification shall state:

"I declare under penalty of perjury under the laws of the State of California that the foregoing responses are true and correct."

Executed on [date], at [city], [state].

[Signature of Responding Party]

- **<u>INTERROGATORY NO. 1:</u>**

  State all facts and identify all persons involved in the decision to condition replacement of Plaintiff's equipment upon Plaintiff dropping his legal claims, as referenced in the May 7, 2025 communication.

- **<u>INTERROGATORY NO. 2:</u>**

  Identify all products, services, or technologies commercialized by Defendant or its

affiliated entities between 2020 and 2025 that were created, trained, or developed in whole or in part using aggregated or anonymized user-submitted data.

- **INTERROGATORY NO. 3:**

  Identify all internal data repositories, cloud services, backups, archives, or partner systems in which any user-submitted animation, motion capture data, or derivative content has been stored, accessed, transmitted, or replicated from 2014 to the present, and describe the purpose of each such storage or transmission.

- **INTERROGATORY NO. 4:**

  State whether the Studio Terms and Conditions in effect during 2024 are materially identical to those in effect during 2025. If your response is anything other than an unqualified "yes," describe each material difference.

- **INTERROGATORY NO. 5:**

  State whether Plaintiff's animations or any derivative works thereof were stored, accessed, transferred, or used internally or externally by Defendant or its affiliated entities (including The Other Business), and if so, describe when, how, and for what purpose.

- **INTERROGATORY NO. 6:**

  State the amount of investment funding obtained for Defendant and The Other Business, separately, for each calendar year from 2014 through 2025.

- **INTERROGATORY NO. 7:**

For each calendar year from 2014 through 2025, identify any individuals who simultaneously held ownership, board, or executive management roles in both Defendant and The Other Business.

- **INTERROGATORY NO. 8:**

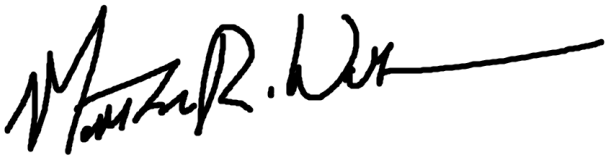
State each third-party logistics provider or warehouse operator used by Defendant for storing, fulfilling, or shipping finished motion capture equipment to U.S.-based customers between January 1, 2020 and May 15, 2025.

- **INTERROGATORY NO. 9:**

At any point did Rokoko and Rokoko Care or "Coco" utilize the same servers?

Failure to timely respond and verify the responses may result in a motion to compel and request for monetary sanctions pursuant to CCP §§ 2030.290 and 2030.300.

Dated this 28th of May, 2025:



Matthew R. Walsh
Plaintiff In Pro Per

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
MATTHEW R. WALSH, in pro per
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
Plaintiff In Pro Per,

TELEPHONE NO.: (661) 644-0012 FAX NO. *(Optional):*
E-MAIL ADDRESS *(Optional):* matthew@winteryear.com
ATTORNEY FOR *(Name):* Plaintiff In Pro Per

SUPERIOR COURT OF CALIFORNIA, COUNTY OF
STREET ADDRESS: 111 S Hill St
MAILING ADDRESS: 111 S Hill St
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: CENTRAL DISTRICT

PETITIONER/PLAINTIFF: Matthew R. Walsh
RESPONDENT/DEFENDANT: Rokoko Electronics

FOR COURT USE ONLY

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/30/2025 3:30 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Mayorga, Deputy Clerk

PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

CASE NUMBER:
25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action.** I am a resident of or employed in the county where the mailing took place.

2. My residence or business address is:
   28450 ELON LANE
   SANTA CLARITA, CA 91350

3. On *(date):* 05/28/2025 I mailed from *(city and state):* Santa Clarita, CA
   the following **documents** *(specify):*
   DECLARATION OF MATTHEW R. WALSH
   RE: GENERAL APPEARANCE BY DEFENDANT

   [x] The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)).

4. I served the documents by enclosing them in an envelope and *(check one):*
   a. [x] **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
   b. [ ] **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

5. The envelope was addressed and mailed as follows:
   a. **Name** of person served: ROKOKO ELECTRONICS
   b. **Address** of person served:
      31416 AGOURA RD STE 118
      WESTLAKE VILLAGE, CA
      91361

   [x] The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 05/28/2025

Vincent Vang
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

NOTE: This form should **not** be used for proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the *Proof of Personal Service–Civil* (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at *www.courtinfo.ca.gov/forms*.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.

2. Print your home or business address.

3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)), and attach it to form POS-030.

4. For item 4:

   Check box a if you personally put the documents in the regular U.S. mail.
   Check box b if you put the documents in the mail at your place of business.

5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
MATTHEW R. WALSH, in pro per
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
Plaintiff In Pro Per,

TELEPHONE NO.: (661) 644-0012 FAX NO. *(Optional):*
E-MAIL ADDRESS *(Optional):* matthew@winteryear.com
ATTORNEY FOR *(Name):* Plaintiff In Pro Per

SUPERIOR COURT OF CALIFORNIA, COUNTY OF
STREET ADDRESS: 111 S Hill St
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CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: CENTRAL DISTRICT

PETITIONER/PLAINTIFF: Matthew R. Walsh
RESPONDENT/DEFENDANT: Rokoko Electronics

FOR COURT USE ONLY

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/30/2025 3:30 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Mayorga, Deputy Clerk

PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

CASE NUMBER:
25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action.** I am a resident of or employed in the county where the mailing took place.

2. My residence or business address is:
   28450 ELON LANE
   SANTA CLARITA, CA 91350

3. On *(date):* 05/28/2025 I mailed from *(city and state):* Santa Clarita, CA
   the following **documents** *(specify):*
   PLAINTIFF MATTHEW R. WALSH'S REQUEST FOR SPECIAL INTEROGATORIES TO DEFENDANT ROKOKO ELECTRONICS

   SET NUMBER: ONE (1)

   [x] The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)).

4. I served the documents by enclosing them in an envelope and *(check one):*
   a. [x] **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
   b. [ ] **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

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   a. **Name** of person served: ROKOKO ELECTRONICS
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      31416 AGOURA RD STE 118
      WESTLAKE VILLAGE, CA
      91361

   [x] The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 05/28/2025

Vincent Vang
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

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Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

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Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.

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5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
(661) 644-0012
Plaintiff In Pro Per,

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/05/2025 9:38 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Hung, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

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.: 25STCV13828 DECLARATION OF MATTHEW R. WALSH RE: DEFENDANTS FAILURE TO PLEAD RESPONSE AFTER APPEARANCE Assigned to dept. 30 Judge: Hon. Dean J. Kitchens Hearing Date: 07/01/2025 Hearing Time: 8:30AM Reservation ID: 595480534971

DECLARATION OF MATTHEW R. WALSH

RE: DEFENDANTS FAILURE TO PLEAD RESPONSE AFTER APPEARANCE

TO ALL PARTIES AND TO THE COURT:

I, Matthew Walsh, declare as follows:

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

to the accuracy of the statements within:

2. On **May 14, 2025**, Defendant ROKOKO ELECTRONICS was personally served with the summons and complaint in this matter.

3. On or around **May 5, 2025**, Defendant made a general appearance in this case by directly communicating with Plaintiff in reference to the litigation, asserting legal positions, and indicating the involvement of legal counsel; a declaration to the same was filed with the Court: "DECLARATION OF MATTHEW R. WALSH Re: General Appearance By Defendant"

4. Pursuant to California Code of Civil Procedure § 412.20(a)(3), a defendant who makes a general appearance must file a responsive pleading within thirty (30) days from service of the complaint unless otherwise extended by stipulation or court order.

5. As of the date of this declaration, **more than 30 days have passed** since Defendant's appearance and formal service. No answer, demurrer, motion to strike, or other responsive pleading has been filed with the Court.

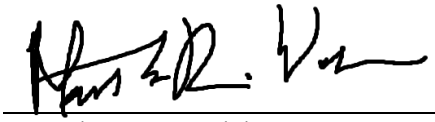
6. Plaintiff does not at this time request entry of default. Instead, Plaintiff has filed a **NOTICE OF MOTION AND MOTION OF SUMMARY JUDGMENT IN LIEU OF DEFAULT** supported by admissible evidence and procedural history, in light of the fact

that Defendant is a **foreign corporation domiciled in Denmark**. Default judgment may be difficult to enforce abroad, whereas summary judgment on the merits provides a more appropriate basis for enforcement.

7. This declaration is submitted solely to note Defendant's failure to plead after appearance, and to preserve the procedural record should the Court request clarification regarding Defendant's status in connection with Plaintiff's pending dispositive motion.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 5th day of June, 2025, in Los Angeles, California.



Matthew R. Walsh
Plaintiff In Pro Per

Make a Reservation

MATTHEW R. WALSH vs ROKOKO ELECTRONICS

Case Number: 25STCV13828 Case Type: Civil Unlimited Category: Tortious Interference
Date Filed: 2025-05-12 Location: Stanley Mosk Courthouse - Department 30

Reservation

Case Name: MATTHEW R. WALSH vs ROKOKO ELECTRONICS	Case Number: 25STCV13828
Type: Motion for Summary Judgment	Status: RESERVED
Filing Party: Matthew R. Walsh (Plaintiff)	Location: Stanley Mosk Courthouse - Department 30
Date/Time: 07/01/2025 8:30 AM	Number of Motions: 1
Reservation ID: 595480534971	Confirmation Code: CR-I5DXYUXFWMYCSFAYU

Fees

Description	Fee	Qty	Amount
Motion for Summary Judgment	0.00	1	0.00
TOTAL			**$0.00**

Payment

Amount: $0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

Print Receipt | Reserve Another Hearing | View My Reservations

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Superior Court of California,
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David W. Slayton,
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MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
(661) 644-0012
Plaintiff In Pro Per,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

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.: 25STCV13828 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT Assigned to dept. 30 Judge: Hon. Dean J. Kitchens Hearing Date: 07/01/2025 Hearing Time: 8:30AM Reservation ID: 595480534971

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT

IN LIEU OF DEFAULT

Plaintiff respectfully moves for summary judgment on all causes of action pursuant to Code of Civil Procedure § 437c(c). Defendant is in default, making trial unavailable. However, Defendant is domiciled in Denmark, which does not recognize U.S. default judgments, rendering it unenforceable. Plaintiff instead moves for summary judgment on the merits. As set forth

below, there are no triable issues of material fact, and Defendant's own admissions satisfy the legal elements required across all independent causes.

DEFENDANT HAS APPEARED, NOT ANSWERED AND IS IN DEFAULT

MOTION SUMMARY IS APPROPRIATE OVER DEFAULT JUDGMENT

Defendant has been aware of litigation -- or the high probability thereof -- since at least December 2024. Defendant has been actively engaged in these related legal matters since March 2025. Defendant had made a general appearance in this case as of May 5th, 2025 yet has failed to file any responsive pleading. Defendant at this time is in procedural default.

DEFAULT JUDGMENT WOULD PREJUDICE PLAINTIFF

Plaintiff does not seek to shortcut trial by summary judgment. As Defendant is in default; no trial would occur, thus this motion is not a shortcut. Plaintiff is choosing the harder path to instead obtain a judgment on the merits and evidence of the case; for the sole purpose of obtaining a judgment enforceable internationally as to hold Defendant accountable through facts, not forfeiture; as Defendant's domicile does not recognize U.S. procedural default as enforceable:

"Courts may be reluctant to enter default judgments against foreign defendants when such judgments may be unenforceable abroad. A summary judgment, which demonstrates a decision

on the merits, is often more appropriate." (Bano v. Union Carbide Corp., 273 F.3d 120, 123 (2d Cir. 2001))

"A judgment of a court of competent jurisdiction, based on a hearing of both parties, is presumed to be conclusive internationally. A default judgment may not carry such weight." (Hilton v. Guyot, 159 U.S. 113 (1895))

"In some instances, courts have converted a motion for default into a motion for summary judgment when the record supported such treatment and a more enforceable judgment was desired." (Wright & Miller, Federal Practice and Procedure § 2697)

PLAINTIFF REQUESTS EARLY MSJ FILING INSTEAD OF DEFAULT

As default has been achieved procedurally, Plaintiff humbly requests, pursuant to CCP § 437c(a), leave of Court to file a motion for summary judgment prior to the 60-day appearance threshold, given:

1) The date of procedural default having occurred and passed.
2) Defendant's general appearance,
3) Defendant's ongoing refusal to engage with the Court, and
4) Plaintiff's urgent need for a merits-based judgment for enforceability abroad.

In the alternative, should the Court deny this request, Plaintiff asks that the attached motion be held in abeyance or stayed until such time it may be deemed appropriate to the rule of law.

SUMMARY JUDGMENT SHOULD BE GRANTED ON EACH CAUSE OF ACTION

There is no triable issue of material fact as to the essential elements of the following claims. The undisputed facts establish that:

1. **FIRST CAUSE OF ACTION: TORTIOUS INTERFERENCE WITH ECON. ADV.**

   a. Defendant engaged in intentional and wrongful conduct designed to disrupt Plaintiff's existing and prospective economic relationships.

   b. Plaintiff had a valid and ongoing economic relationship with dozens of third parties which was disrupted (Exhibits 107-125)

   c. Plaintiff has suffered; and will continue to suffer great economic harm as a direct result of Defendant's deliberate and intentional interference. Time is of the essence.

   d. Defendant continues to act with malice and tortious interference, even after being notified of it's legal application to the events specifically (Exhibit 170)

   e. Defendant acknowledged the intentional and wrongful conduct by making express admissions: denying song-beverly compliance as a coercive lever to be used as a sword and a shield from legal liability in this action. (Exhibit 166)

f. As Defendant has appeared, refused to answer or contest the merits, has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to judgment as a matter of law: *"Summary judgment must be granted when a party admits all elements of the opposing party's claim"*.

2. **SECOND CAUSE OF ACTION: VIOLATIONS OF SONG-BEVERLY ACT**

a. Defendant was aware, and made aware by Plaintiff at all times the requirements and duties thereof under the Song-Beverly Act. And has made express admissions that they do not, and will not comply with multiple provisions of Song-Beverly. (Mot. Ex A), (Compl. Exhibits 127, 129, 133, 166)

b. Defendant has intentionally refused relief to Plaintiff under the law and has made express admissions to the same. (Mot. Ex A), (Compl. Exhibits 127, 129, 133, 166)

c. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to judgment as a matter of law: *"Summary judgment must be granted when a party admits all elements of the opposing party's claim"*.

3. **THIRD CAUSE OF ACTION: FALSE ADVERTISING**

a. Defendant advertises their equipment and services with a 1-year warranty (Compl. Exhbit 61-63), and in hidden contract terms post-sale revokes those rights declaring the goods "without warranty of any kind", "as-is" (Compl. ¶ 29-30) which is prohibited under People v. Dollar Rent-A-Car

b. Defendant attempts to contract their way out of liability from false advertising (Compl. ¶ 31) making express admissions to (3)(a),(b)

c. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to judgment as a matter of law: *"Summary judgment must be granted when a party admits all elements of the opposing party's claim"*.

4. **FOURTH CAUSE OF ACTION: DECEPTIVE BUSINESS PRACTICES**

a. Defendant unilaterally modifies their terms and conditions to override consumer protection, privacy and copyright laws without mutual assent or notice, one of which changed 67 times (Compl. ¶ 35) with only one notice sent in 5 years (Compl. ¶ 36), (Compl. Exhibits 103, 169) a clear violation of DMCA §1202(a) and CA Code Regs. Tit 10 Sec 6452. Further, *Douglas v. Talk America* affirms that lack of notice invalidates assent.

b. Defendant made express admissions to (4)(a) and demands that consumers, such as Plaintiff, do not use their paid-in-full equipment and services if they do not accept the unconscionable and deceptive terminology: *"If a party uses its superior bargaining power to impose oppressive terms, courts may find unconscionability or coercion." – (Tarquin v. MyUncleTV, Inc. (2022) 82 Cal.App.5th 209:)* and *"Duress by economic pressure may be wrongful, and thus actionable, even if the party exerting the pressure is pursuing a legal right." – (Rich & Whillock, Inc. v. Ashton Development, Inc. (1984) 157 Cal.App.3d 1154, 1159:)*

c. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to judgment as a matter of law: *"Summary judgment must be granted when a party admits all elements of the opposing party's claim"*.

5. **FIFTH CAUSE OF ACTION: UNFAIR COMPETITION**

a. This claim is derivative. Plaintiff has shown at least three statutory violations (Song-Beverly, CLRA, and DMCA). That alone satisfies the "unlawful" prong of §17200. Violating any law such as SONG-BEVERLY (Right to Repair Law (Cal. Civ. Code §§ 1792–1793.03) automatically triggers CA BPC 17200, which prohibits any unlawful or fraudulent business act or practice.

b. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to judgment as a matter of law: *"Summary judgment must be granted when a party admits all elements of the opposing party's claim"*.

6. **SIXTH CAUSE OF ACTION: VIOLATION OF CLRA**

a. The CLRA prohibits *"unfair methods of competition and unfair or deceptive acts or practices"* in the sale or lease of goods to consumers. (Cal. Civ. Code § 1770(a)). *"The statute is remedial in nature and must be "liberally construed" to protect consumers. (Wang v. Massey Chevrolet, 97 Cal.App.4th 856, 869 (2002))*.

b. Plaintiff is a "consumer" under CLRA § 1761(d), and Defendant's conduct violates at least four distinct subsections of § 1770(a)

c. Plaintiff provided notice under § 1782(a) via personal service on or about May 14th, 2025. Defendant failed to correct or cure the violations. The misrepresentations were material and deceptive, satisfying both statutory requirements and common law elements under Colgan v. Leatherman Tool Group (135 Cal.App.4th 663, 682 (2006)).

d. Defendant has made express admissions to the facts under this claim reiterated in the 2nd, 3rd, 4th, 7th, 8th, 9th, 10th, 11th and 12th causes of action.

e. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to judgment as a matter of law: *"Summary judgment must be granted when a party admits all elements of the opposing party's claim".*

7. **SEVENTH CAUSE OF ACTION: MISAPPROPRIATION OF I.P.**

a. Plaintiff has provided undisputable evidence that the intellectual property contains metadata (Compl. ¶ 50), of which Defendant admits to in writing to stripping from the animations to "anonymize" it and sell it to third parties (Compl. ¶ 58). *"DMCA liability attaches if metadata was removed with the knowledge that it would conceal infringement." – (Stevens v. CoreLogic, Inc. (899 F.3d 666))*

b. Defendant has made numerous express admissions against interest admitting to the actions described herein (Compl. Exhibits 79, 82, 82, 83, 86) as well as (Compl. ¶ 45, 47, 64)

c. Defendant used misappropriated IP from Plaintiff (Mot. Ex's: S, T) and other users to develop Rokoko Care ("The Parallel Company"), then sold 22% to Trifork and

shares to municipalities in or around June 2024 (Mot. Ex P). Trifork's materials confirm the IP source was Defendant (Mot. Ex N). No terms regarding IP existed until March 2025 (Mot. Ex H, Q, Q.1, Q.2), and no users were notified—proving willful infringement long before any disclosure (Mot. Ex T)

d. Defendant's own website on or about May 15th, 2025 shows a live counter which updates daily (Mot. Ex F). This is an express admission proving Defendant transmits, collects, stores, aggregates and enumerates user-created content; and admits it came from their global community of users. This is an evidentiary admission.

e. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to judgment as a matter of law: *"Summary judgment must be granted when a party admits all elements of the opposing party's claim"*.

8. **EIGHTH CAUSE OF ACTION: INTELLECTUAL PROPERTY INFRINGEMENT**

a. Plaintiff's intellectual property (Mot. Ex S) has been qualified in (Addendum A) and has met all four prongs of the infringement analysis, including registration, originality, and unauthorized use (Mot. Ex T)

b. Defendant has made numerous express admissions against interest proving intent to misappropriate and intent to commercialize upon the misappropriated intellectual property (Compl. Exhibits 79, 82, 82, 83, 86) as well as (Compl. ¶ 45, 47, 64) and actually profited from those statements through VC investor funding.

c. Defendant contracts himself from liability specifically for "non-infringement"; showing corporate-level awareness of the action, qualifying this as an express admission. (Mot. Ex G)

d. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to judgment as a matter of law: *"Summary judgment must be granted when a party admits all elements of the opposing party's claim"*.

9. **NINTH CAUSE OF ACTION: VIOLATION OF DMCA § 1202**

a. Plaintiff has provided indisputable evidence which shows the intellectual property in question (Compl. ¶ 70) and (Compl. Exhibits 141, 142) and that it contains identifiable metadata; inserted at the time of creation by Defendant's software and express admissions within terms of service where Defendant admits to "anonymizing" that data (Compl. ¶ 72). Further, (Compl. Video Exhibit 174)) shows

the process happening in real-time. The burden under Stevens v. CoreLogic is met.

b. Defendant has made express admissions against interest in (Compl. ¶ 45, 50, 72), (Compl. Exhibits (78-87, 169))

c. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to judgment as a matter of law: *"Summary judgment must be granted when a party admits all elements of the opposing party's claim".*

10. **TENTH CAUSE OF ACTION: UNCONSCIONABLE TERMS Civ. Code § 1670.5**

a. Defendant reserves the right to change the contract at any time, while simultaneously demanding arbitration (Compl. ¶ 80) an action ruled unconscionable through the findings *in (Harris v. Blockbuster Inc., 622 F. Supp. 2d 396 (N.D. Tex. 2009)))* which state *"Because Blockbuster reserves the right to change the contract at any time without notice, the contract is illusory and the arbitration provision unenforceable."*

1. Plaintiff has provided indisputable evidence (Compl. ¶ 74-80) as well as (Compl. Ex 169) which in themselves are both simultaneously unconscionable terms and

Defendant's express admissions against interest. Defendant wrote, approved and published those terms and so they are an express admission against interest.

b. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to judgment as a matter of law: *"Summary judgment must be granted when a party admits all elements of the opposing party's claim"*.

11. **ELEVENTH CAUSE OF ACTION: FRAUDULENT INDUCEMENT TO CONTRACT AND PURCHASE**

a. Defendant created, used and still relies upon misstatements designed to induce purchase, including self-nullifying warranty promises *(see Third Cause of Action)*, claims of hardware quality, inflated staff sizes (Mot. Ex s B-B.2), inflated customer counts in advertising materials (Mot. Ex s C-C.4), and claims of worldwide office locations which do not exist (Mot. Ex D). Defendant still to this day makes identical and additional false statements (Compl. Ex 74, 69, 61) and still today tries to contract his way out of liability for anyone who relies on them (Compl. Ex 12).

b. Defendant's admissions during ODR and in investor decks further corroborate these misrepresentations. This meets the standard under *Lazar v. Superior Court*.; Civ. Code § 1710(3) allows claims for fraud through *"concealment of a material fact*

which the party is bound to disclose."

c. The unconscionable terms provided by Defendant shows clear willful intent to defraud Plaintiff and consumers alike of their time, money and most importantly rights (Mot. Ex H) which are immutable without assent, under the rule of law. *"A defendant's intent to defraud is inferred if the misrepresentation was made with reckless disregard for its truth." Lazar v. Superior Court (12 Cal.4th 631)*

"A knowingly false statement made to a third party with intent to induce reliance may support a fraud claim even if the misrepresentation was not made directly to the plaintiff." (Apollo Capital Fund v. Roth Capital Partners, 158 Cal.App.4th 226 (2007))

"It is not necessary that every consumer actually relied... only that the representation was likely to deceive." (People v. Dollar Rent-A-Car, 211 Cal.App.3d 119)

d. Defendant made an express admission against interest (Compl. Ex 86) in which they stated: *"What we can admit to... is to historically have been overly optimistic about our growth projections..."* in response to knowingly and materially false statements made to consumers and investors regarding the **present state** of their company.

e. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to judgment as a matter of law: *"Summary judgment must be granted when a party admits all elements of the opposing party's claim".*

12. **TWELTH CAUSE OF ACTION: ILLEGAL DEPLOYMENT OF CODE PRIVACY VIOLATIONS CFAA§ 1030, Cal. Penal § 502,**

a. Plaintiff has shown in (Compl. Ex 49) that Defendant has installed a backdoor into their software which allows them to send JavaScript code remotely from their server to Plaintiff's machine. Defendant's software is desktop-based, not web-based. JavaScript is not natively executable except if intentionally developed to do so.

b. Plaintiff has illustrated extensively in (Compl. ¶ 82) and (Compl. Exhibits 56, 35, 36, 38, 53, 30, 31, 32, 33) that Defendant has committed privacy violations under Civil Code § 1798.120 which states *"(a) A consumer shall have the right, at any time, to direct a business that sells or shares personal information about the consumer to third parties not to sell or share the consumer's personal information. This right may be referred to as the right to opt-out of sale or sharing. (b) A business that sells consumers' personal information to, or shares it with, third parties shall provide notice to consumers... that this information may be sold or shared and that consumers*

have the "right to opt-out" of the sale or sharing of their personal information."

c. Defendant provides no such opt-in or opt-out of any sharing of data as required by Civil Code § 1798.120 (Compl. Exhibits 159 – 164) and further shows that Defendant knew at all times opt-in/out-out were a requirement and thusly built that functionality into their systems (Compl. Ex 41) (Compl. ¶ 49) and yet has hidden this feature away from Plaintiff and other consumers purposefully.

d. Defendant made an implied admission against interest, as defined under Federal Rule of Evidence 801(d)(2), through its conduct. Specifically, Defendant unilaterally introduced new terms—without mutual assent—stating that users have no ability to opt out of intellectual property misappropriation, removal of metadata, or resale of their intellectual property to third parties. Instead, Defendant requires users to cease use of products that were already purchased and owned free of such terms and conditions if they do not comply. (See Compl. Ex 169)

"Admissions may be implied from a person's conduct or demeanor." (State v. Tilley, 292 N.C. 132 (1977))

e. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. §

437c(c)) Plaintiff is entitled to judgment as a matter of law: *"Summary judgment must be granted when a party admits all elements of the opposing party's claim".*

13. **TWELTH CAUSE OF ACTION: FRAUDULENT MISREPRESENTATION**

a. Plaintiff has demonstrated that Defendant operates two distinct investment vehicles (Mot. Ex. T) Rokoko ("Defendant") and Rokoko Care ("The Parallel Company"), both located at the same office address, with commingled and interwoven assets (Mot. Ex's I-O, T), (Compl. Exhibits 134, 144) that only began separating post-litigation (Mot. Ex M.1, T), identical staff, identical ownership and shared intellectual property; yet, both collect VC investment money from each vehicle independently for the same intellectual property.

"*Among the many factors to be considered in applying the doctrine are the commingling of funds and other assets of the two entities, the holding out by one entity that it is liable for the debts of the other, the identical equitable ownership in the two entities, the use of the same offices and employees, the use of one as a mere shell or conduit for the affairs of the other, inadequate capitalization, disregard of corporate formalities, lack of segregation of corporate records, and identical directors and officers.*" (*210 Cal.App.2d 825 (1962)*)

b. Plaintiff has demonstrated that Defendant operates false-fronts to confuse and deceive investors and consumers alike. Defendant as early as 2016 has claimed they are foremost based in San Franscisco and still claim to this day to have offices in Copenhagen (Compl. Exhibits 65, 66, 67, 68), Athens (Compl. Exhibits 71, 72, 73), Los Angeles (Compl. Ex 73) as well as San Francisco (Compl. Exhibits 69, 70). Defendant, to this day, further claims they have "teams" at these major-city worldwide locations (Compl. Ex 74). Defendant claims to have 80 employees yet their financial reports state only 45 as of 2023 (Compl. Ex 101). Statements that were made to investors in a pitch deck that raised $3M in 2021 and cites raising $7M in 2019, $3M in 2022, $25M in 2023 (Compl. Ex 86)

c. Plaintiff has demonstrated that Defendant sells their products on false pretenses. Investors and consumers both believe the company has equipment readily for sale (Compl. Exhibits 2, 4, 5, 6, 22, 23, 24) yet Defendant simply collects funds, misleads consumers about shipping dates, refuses refunds (Compl. Exhibits 2, 4, 13, 15, 22) and waits until financially viable to execute production runs of non-existent products (Exhibit R); while simultaneously collecting investor money and re-allocating within categories in false financials.

d. Plaintiff's indisputable evidence satisfies all 4 prongs of qualification for fraud; enabling Plaintiff to sue Defendant under this cause of action. (California Civil Jury Instructions (CACI) No. 1900, Lazar v. Superior Court (1996) 12 Cal.4th 631, 638)

and California Civil Code § 1710.

e. As Defendant has appeared, refused to answer or contest the merits and has defaulted in this matter, no triable issue exists; and as Defendant has made express admissions to the facts herein; triggering this derivative claim: pursuant to Code Civ. Proc. § 437c(c)) Plaintiff is entitled to judgment as a matter of law: *"Summary judgment must be granted when a party admits all elements of the opposing party's claim"*.

14. **THIRTEENTH CAUSE OF ACTION: FRAUDULENT CONCEALMENT**

Plaintiff has met the five prongs required for fraudulent concealment insomuch that:

a. **The defendant concealed or suppressed a material fact.** – During litigation on May 1st (the day of Arbitration), Defendant spoliated the terms and conditions found at the heart of this matter (Video exhibit 172) and tampered with archival evidence by removing all history of this one page from the WayBackMachine.

b. **The defendant had a duty to disclose it.** – As litigation had begun, Defendant had a duty to preserve all evidence. (*Cedars-Sinai Medical Center v. Superior Court* (1998) 18 Cal.4th 1, 12)

c. **The concealment was intentional.** – The evidence in question is central to Plaintiff's case, and without it in existence, would severely prejudice the case in Defendant's

favor. Further, Defendant spoliated the evidence again on May 14th (the day they were officially served) by restoring the terms. Lastly, on May 21st 2025, after being made aware of spoliation claims, Defendant had edited the website and caused the WayBackMachine archive to become unblocked and the page began being indexed again (Mot. Ex. V) signifying a consciousness of guilt.

d. **The plaintiff was unaware and acted reasonably** – As litigation had begun, any time fraudulent concealment or spoliation was evident, Defendant documented accordingly.

e. **The plaintiff suffered damages as a result** – Plaintiff's case against Defendant was prejudiced by lacking evidence required to fortify the causes of action herein beyond any doubt.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court find this motion for summary judgment in his favor.

1. Allow Plaintiff to pierce the corporate veil and hold DOES 1 through 50 directly responsible for satisfaction of this judgment and;

2. Enter summary judgment against Defendant for the satisfied causes of action herein and;

3. **Award Plaintiff any and all appropriate damages to be determined prior to or during hearing** as Defendant profited from Plaintiff's unreleased work while obstructing its completion — directly causing commercial harm, production delays, and significant financial loss. And;

4. Order Defendant to immediately make Plaintiff whole by providing equipment as demanded in prior communications (Compl. Ex 165) without further delay.

Dated this 5th of June, 2025:

Matthew R. Walsh
Plaintiff In Pro Per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULTASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENSHEARING DATE: 07/01/2025HEARING TIME: 8:30AMRESERVATION ID: 595480534971

ADDENDUMS

Addendum A:

Supporting Authorities and Citations: Intellectual Property qualification:

1) 17 U.S.C. § 102 defines that automatic copyright protection is afforded to original works of authorship fixed in any tangible medium of expression. The statute identifies specific types of protected works such as: dramatic works, pantomime and choreographic works (17 U.S.C. § 102(a)(4)) and motion picture works (17 U.S.C. § 102(a)(4)/(6). Copyright is automatic and does not require registration with any such office.

"Unregistered copyrights can be protected under state law through conversion or misappropriation claims — unless they are preempted and only about copying." (Del Madera Properties v. Rhodes & Gardner, 820 F.2d 973, 977 (9th Cir. 1987))

2) Plaintiff has no need to prove if Defendant actually used his work, only that it was misappropriated, which was substantially proven in (Compl. Exhibits 78 - 87) and (Compl. Video exhibits 171 and; 173 at 12:13). Confidential works of art protected by NDA are "trade secrets": *"A plaintiff may recover damages for misappropriation of trade secrets even if the defendant did not use the trade secrets, as long as the plaintiff can show that the defendant acquired the trade secrets through improper means." (Ajaxo Inc. v. E*Trade Financial Corp., 187 Cal.App.4th 1295 (2010))*

EXHIBIT A

Timeline of events

9 pages total.

EXHIBIT A

Timeline of events.

Date	Description	Notes	Exhibits
2019	D raises $7M in VC funding	D raises $7M in VC funding	86
9/1/2020	P purchases suits from D, suit is defective. D replaces it.		
12/2020	P's gloves arrive and the suit can finally be used.		
9/19/21	D's gloves begin disintegrating.		
2021	D raises $3M in VC funding	D raises $3M in VC funding	86
10/13/22	P attempts to get parts: a new hub for one of the suits after it won't power on. D declines to sell parts.	**Song-Beverly Violation**	
10/22/22	P rents new equipment. D says "we wish you the best for your on-going project"		
2022	D raises $3M in VC funding	D raises $3M in VC funding	86
3/26/23	D releases a mandatory firmware update. P has no choice, installs it, the equipment fails.	D releases mandatory firmware, bricks P's equipment.	
3/28/23	P notifies D that the sensors failed after updating firmware. D offers remote support. D leaves technical tools on P's computer along with some firmware files.		
4/7/2023	D (in Greece) provides online support, deems the issue "a cabling issue" and sells cables.	**DECEPTIVE B.P.:** D blames cables despite software notifying them it is sensors. Offers no fix.	57
4/7/2023	D (in Greece) sends bank account information for Santa Clara-based Silicon Valley Bank.	Foreign entity affirming domestic jurisdiction	
8/28/23	P required both suits to operate, notifies D that the wires did not solve the problem and all sensors are stuck in boot modes. P blames the firmware update. D requests logs again. P complies. Communication ends.		

8/28 – 1/1	P uses D's technical tools to restore to the old firmware, eventually fixing the suits.	P repairs suits himself.	
2023	D raises $25M in VC funding	D raises $25M in VC funding	86
1/9/24	D releases a firmware which the internal dev notes say "Important: this breaks compatibility with older hub + glove FW's"	**SABOTAGE:** D intentionally releases suit destroying firmware	47
3/30/24	P contacts D and states he does not have time to deal with them and suit repairs anymore. Requests a quote for D to repair. D does not respond.		
4/24	Redditors complain D said the equipment is EOL and will not repair under warranty. No notification provided to anyone.	D refuses in-warranty repair 6 months before EOL.	
6/12/24	Trifork Investments acquires 22% of the parallel company, D is now worth $80M	Trifork Investments acquires 22% of the parallel company, D is now worth $80M	
6/13/24	P contacts D and requests a follow up as the last communication was 8/28/23.		
6/14/24	D states P's equipment is now no longer under warranty despite their failures to repair for nearly 2 years.	**Song-Beverly Violation: D refuses repair**	
thru	P uses D's tools they provided him to restore old firmware onto the suits. They power on and work.	P fixes suits himself.	
7/22/24	D issues a mandatory firmware update for P's suits. The firmware bricks P's suits again.	D releases suit bricking-firmware as a mandatory update.	
7/24/24	P contacts D and explains the sensors for both suits have bricked due to the firmware update. D responds as if they have no record of P's ongoing issues.		
7/25/24	D requests log files again. P complies. D never responds.		
9/27/24	D contacts P and states the equipment is reaching the end of	D states the suits are EOL 10/1	

	it's lifecycle and will no longer be supported on October 1st, 2024.		
9/27/24	P and D converse in near real-time via e-mail and D states "the suit is officially no longer supported" with 4 days remaining of warranty.	**Warranty fraud/Song-Beverly Violation: D refuses repair within warranty window.**	
9/27/24	P requests parts as D refuses to repair. D refuses parts.	**Song-Beverly Violation: D refuses parts.**	
11/13/24	P uses an old e-mail with service/support and responds with information hoping D will repair the suits.		
11/18/24	D's system indicates they have closed P's support ticket for repair. P responds and again requests repair.		
11/20/24	D ("Dan") responds and states "the original smartsuit is no longer supported. This means we will not be able to offer a repair service for your suit". D offers a discount of $750 off new equipment.	**Song-Beverly Violation: D declines repair**	
11/20/24	P request parts, D refuses and states they do not offer parts any longer. D offers a discount of $750 off new equipment.	**Song-Beverly Violation: D refuses parts**	
11/21/24	D states they no longer even make sensors or hubs.	**Song-Beverly Violation: D refuses parts**	
11/24/24	D ("Ilias") responds and states "we are no longer providing technical support for this model and thus, we cannot repair your smartsuit pro 1 even with the cost mentioned". D offers a discount on new equipment.	**Song-Beverly Violation: D refuses repair**	
11/21/24	P states to D he cannot afford to replace the equipment. Asserts Song-Beverly statutes and kindly requests repair.		
11/24/24	D sends an automated e-mail survey stating "we have identified	Proof of early telemetry transfer.	

	you as one of our loyal customers still using our original software"		
11/25/24	D offers a discount of $800 off new equipment instead of repair, parts or replacement. P declines and states he just wants his investment to work.	**Song-Beverly Violation: D refuses any remedy**	
11/25/24	D claims P is incorrect about Song-Beverly and that it is not covered by consumer protection laws and that they would not comply. Offers an additional discount for new equipment. P declines and reasserts.	**Song-Beverly Violation: D refuses any remedy**	
12/14/24	D closes the support ticket for repair without offering any solution. P responds that he was waiting on a reply.		
12/17/24	D states they had no requests from P and tells P to confirm his shipping address for a new suit quote.		
12/17/24	P once again asserts Song-Beverly and states had they known D would never fix the equipment he would not have bought it. D never responds.	**Fraudulent Misrepresentation:** Reliance on false advertising/warranty terms.	
12/23/24	P reasserts Song-Beverly again, now asks D if you won't conform to Song-Beverly, work together new suit pricing that is similar to repair as D previously stated.		
12/27/24	D states they will not comply with Song-Beverly and again states P is incorrect about his interpretation of the law. D states repair would now cost more than $1,000 (opposed to a few hundred just months ago). D offers a discount of -$1,300 towards new equipment.	**Song-Beverly Violation: D refuses any remedy**	
12/27/24	D sends a quote for new equipment.	**ESCALATION:** P threatens legal recourse for the first time.	

1/9/25	P responds instead with the law again along with hypotheticals in which D would never support their product. P threatens legal recourse. D never responds	**ESCALATION:** P threatens legal recourse again	
2/9/25	D responds a month later and states they have sensors from an old defunct suit to provide to P in place of no parts/repair. P accepts apprehensively "sure thanks"	D offers used parts. Never again mentions them.	
2/20/25	D sends an e-mail to all customers in size 8 font, cursive stating they will now use and resell your intellectual property and if you do not agree, you must stop using your equipment.	Deceptive business practices, no assent on changing terms, unconscionable terms announced. Coercive statements made.	
2/24/25	D requests log files again from P.		
3/10/25	P tells D he has been in the hospital in and out and could not provide logs at this time.		
3/17/25	D and the Parallel Company were using the same single U.S.-Based server (75.2.70.75) for operations until this time. D moves the server to the Netherlands (80.158.4.195).	Proof emerges that D and Parallel Company were at all times the same enterprise with commingled/shared assets.	
3/22/25	D's new terms of service go into effect. The terms change drastically including allowing misappropriation of IP, chilling access to Courts, liability shield for false advertising, warranty fraud claims and more.	**UNCONCIONABILITY:** D changes contract terms without assent.	
3/26/25	P states "you have the log files already", D states "they are too old to use".		
3/27/25	D sends an e-mail claiming they have 250,000 creators using their equipment. Current numbers today are claimed to be 50,000 in advertising.	False advertising, fraudulent inducement.	

3/29/25	P sends D log files, the log files clearly contain "sensor errors" and "hub errors" and "firmware errors. D never responds.		
4/5/25	P drafts a small claims suit.		
4/7/25	P sends the suit to a service processor without filing it as a warning.		
4/10/25	D is served the Complaint.	**ESCALATION:** Legal service satisfied.	
4/11/25	P contacts D and demands resolution by April 18th.	Hard date for resolution: April 18th, 2025	
4/15/25	D claims the suit just needs wires replaced, sends an invoice.	**WARRANTY FRAUD:** Blamed cables again, despite the software and logs stating there are sensor issues.	
4/15/25	P responds, stating that D has continually blamed cabling issues where it's clear that sensors are the problem. P makes it clear his production is harmed and he is financially and professionally damaged.	Establishment of **tortious interference.**	
4/16/25	D again states the logs show it's a cabling issue. This is a blatant lie.	**WARRANTY FRAUD:** Blamed cables again knowing through telemetry and logs the sensors failed.	
4/16/25	D now offers to repair P's suits after claiming they had no parts, no repair services, no possibility to repair. Suddenly, they now can. D offers $800 off new equipment.	**Song-Beverly Violation: D refuses any remedy**	
4/16/25	P states he will not send the equipment in because if they have no parts, they cannot repair. P reiterates Song-Beverly. Reinforces April 18th deadline.		
4/18/25	D misses the deadline for resolution. P appeals with emotional conviction and begging for help. D does not respond.	D misses the hard deadline for resolution	

4/18/25	P files the suit against D and serves it upon them.	**ESCALATION:** D is served in the matter.	
4/23/25	P provides D a courtesy electronic copy of the summons and Complaint and once again offers a chance to resolve out of court.	P requests resolution outside of court.	
4/24/25	D ("Mikkel") reaches out to P and apologizes and requests that we find a mutual solution for resolution and provides a phone number.	COO gets involved.	
4/24/25	P gives D a timeline of what transpired and makes it clear: there will be no discussion that does not include hardware replacement. P reiterates tortious interference claims.	P reiterates tortious interference claims, demands replacement hardware.	
4/25/25	P calls D twice at 1:30am forward U.S. time (9:30am Denmark time). P leaves two voicemails on D's personal cell phone. D never calls back or acknowledges the call.	D refuses to answer the phone twice after requesting a call.	
4/28/25	P demands resolution: that D must ship the hardware replacement within 48 hours or P will escalate to full civil.	48 hour demand.	
4/28/25	D states they are looking for a lawyer and will not comply with Song-Beverly to avoid litigation.	D declines resolution	
4/28/25	P joins Online Dispute Resolution (ODR) and notifies D that it is mandatory. P declares no further communication outside of ODR. P sets settlement for $25,000	P joins ODR, demands no further communication outside. Demands $25,000 settlement.	
4/29/25	D breaks no-contact order, declares a lawyer will review the case in coming days.	D breaks contact order.	
4/29/25	D breaks no-contact order again and asks P to confirm previous orders and their amounts while simultaneously requesting if the list	D breaks contact order, requests order totals.	

	is exhaustive to limit possible damages going forward.		
5/1/25	D requests arbitration, P accepts	The parties enter arbitration	
5/1/25	P immediately states in Arbitration that he will settle the matter if D simply, within 48 hours has a live-video call with P and proves existence of the organization, staff and inventory. P raises settlement amount.	P demands 48 hour proof of operations	
5/1/25	D spoliates evidence, editing the terms and conditions page and removes WayBackMachine archival history. P raises settlement amount.	**Spoliation** occurs	
5/2/2025	**ESCALATION:** D states in ODR that he would be happy to comply with P's request, however, there is no inventory handled from the office; so inventory cannot be proven. D does not follow through with the call, instead, going on vacation over the weekend. P raises demand to $6.5M	D admits no inventory, fails to prove operational existence of Rokoko. P raises demand to $6.5M	
5/5/25	After missing the arbitration and ODR deadlines, P sends a full civil Complaint to D with 12 causes of action. P demands settlement now of $6.5M.	P provides D the civil complaint.	
5/5/25	D responds by e-mail and claims they have never misappropriated IP, that Coco is a separate company but spun off with shared IP and tools, however, states they have commingled assets. D states they make no fraudulent representations and that the offices are real, P is mistaken. D now offers Song-Beverly.	D makes admissions against interest, now offers Song-Beverly repair, replace or refund.	
5/5/25	P dismisses the lawsuit #25CHSC00490. D goes back into	Case #25CHSC00490 dismissed by P.	

	ODR and attempts to get the arbiter to step in post-dismissal.		
5/5/2025	P states to D, "if you could have repaired or replaced you would have". P demands Song-Beverly replacement and states he will not drop any suit in exchange for replacement or repair. D does not respond.	Song-Beverly Violation	
5/5/2025	P demands hardware replacement, now with additional parts, components and software to make him whole. P demands it must be received by May 12th	P makes hard date to resolve Song-Beverly: May 12th	
5/6/2025	P places D on litigation hold.		
5/7/2025	D declares they have retained a law firm and that the law firm says they can win. D states the board of directors is behind them for trial. D makes two coercive statements and affirms they are purposefully causing tortious interference. Offers only 1:1 replacement of hardware on condition that the suit is dropped fully.	**D makes coercive statements**. Admits to tortious interference, retains law firm.	
5/7/2025	P demands no-contact going forward outside of their attorney, reinforces tortious interference and reiterates demand of May 12th receipt of hardware.	P demands no contact, reiterates demand for replacement hardware May 12th	
5/9/25	**ESCALATION:** P adds spoliation to the Complaint and files it.	P adds spoliation to Complaint and files it.	
5/12/2025	No hardware received by P, deadline passed.	Deadline ignored, no hardware received.	
5/14/2025	D is served in the civil case.	D served in the civil matter.	
5/14/2025	P provides color exhibits to D via e-mail, reinforces no contact order. Notifies D that he is willingly causing tortious interference.	D is provided with color exhibits.	
5/14/2025	D spoliates evidence (again). The terms are edited again and restored	**Spoliation** occurs x2	

	to their previous version. WayBackMachine archive still deleted.		
5/14/2025	Noticing the spoliation D places board members, investors on litigation hold		
5/18/2025	D adds a counter to their website which refreshes daily. The counter openly states the amount of intellectual property D has collected.	**D makes express admission to misappropriating IP.**	
5/21/2025	P e-mails Mikkel@cococare.io to see if the e-mail address is valid, countering D's claim that he does not work with that company and they are separate. It goes through successfully, does not bounce back.	P confirms D's e-mail address exists with the Parallel Company	
5/21/2025	Now aware of the spoliation claims, D edits the website once again; this time disabling the block from the WayBackMachine; which now indexes the page as if for the first time. It is the only page on D's website which has no Archive.org history (1,994 other pages were indexed since 2000).	**Spoliation**, disables WayBackMachine block.	

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULTASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENSHEARING DATE: 07/01/2025HEARING TIME: 8:30AMRESERVATION ID: 595480534971

EXHIBIT B

Defendant still claims false office locations and staff sizes as of 5/27/2025, but contradicts them on other pages:

rokoko.com/about/our-story

ROKOKO Capture Tools Software Why Rokoko Community Resources

Our story

Headquartered in Copenhagen, Denmark, and with teams located in San Francisco, Los Angeles and Athens, our vision at Rokoko is to give all creative teams access to quick, non-intrusive and intuitive animation tools.

After founding our company in 2014, we immediately embarked on designing and producing our current flagship product, the Smartsuit Pro, an inertial motion capture suit that has now been shipped to more than 100 countries. The product was designed to make professional motion capture accessible to all creators. Today, the many thousands of users across a wide variety of skill-levels and application cases, from Animation & VFX, to Game Development to Education, attest to that goal having been achieved.

Defendant states as of March 2025, they have 50 employees:

careers.rokoko.com

About Rokoko

Our vision is to crush the barriers of animation and interactive storytelling. We imagine a world where Rokoko enables anyone and everyone to breathe life to their creative ideas, where imagination is unshackled from technical complexities and the steep learning curves of animation.

Founded in 2014 Co-workers 50

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

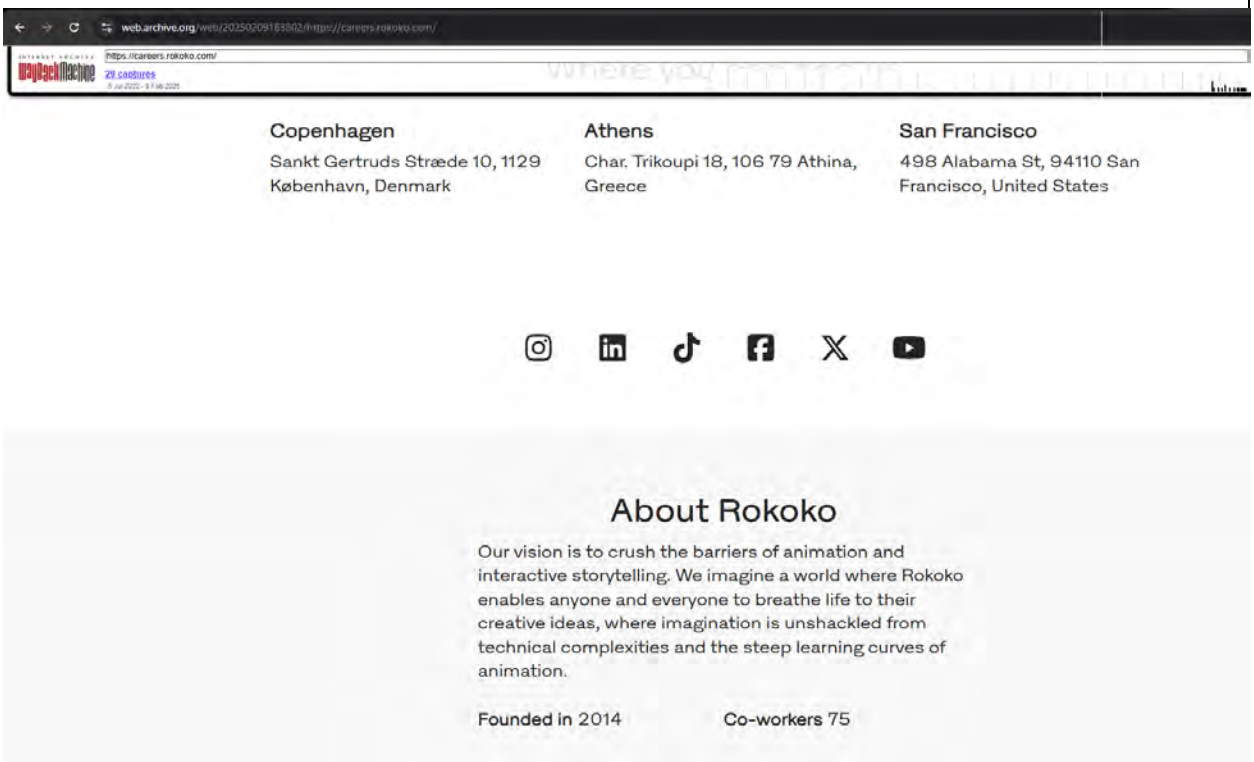
Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

EXHIBIT B.1

Defendant in February 2025 stated they have 75 employees.



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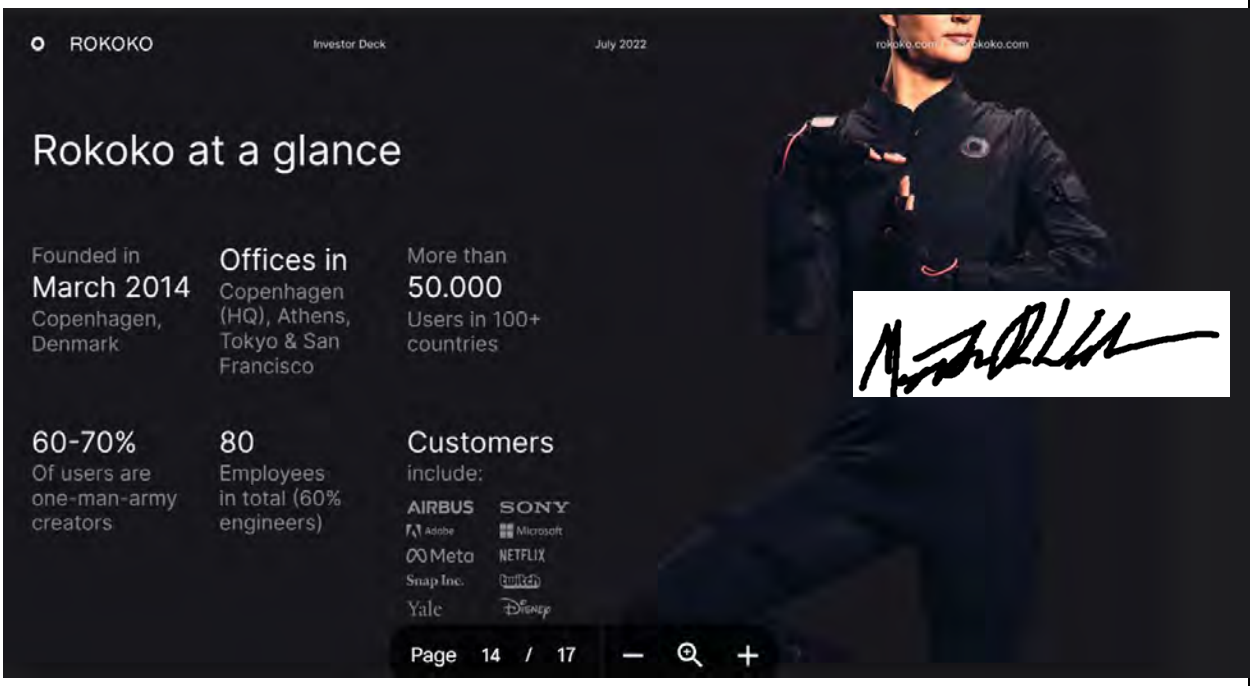
Plaintiff in pro per

EXHIBIT B.2

Defendant's investor deck stating in 2022 they had 80 employees and 50,000 customers. The prior month to first making this claim they only had 10,000 customers (Exhibit C).



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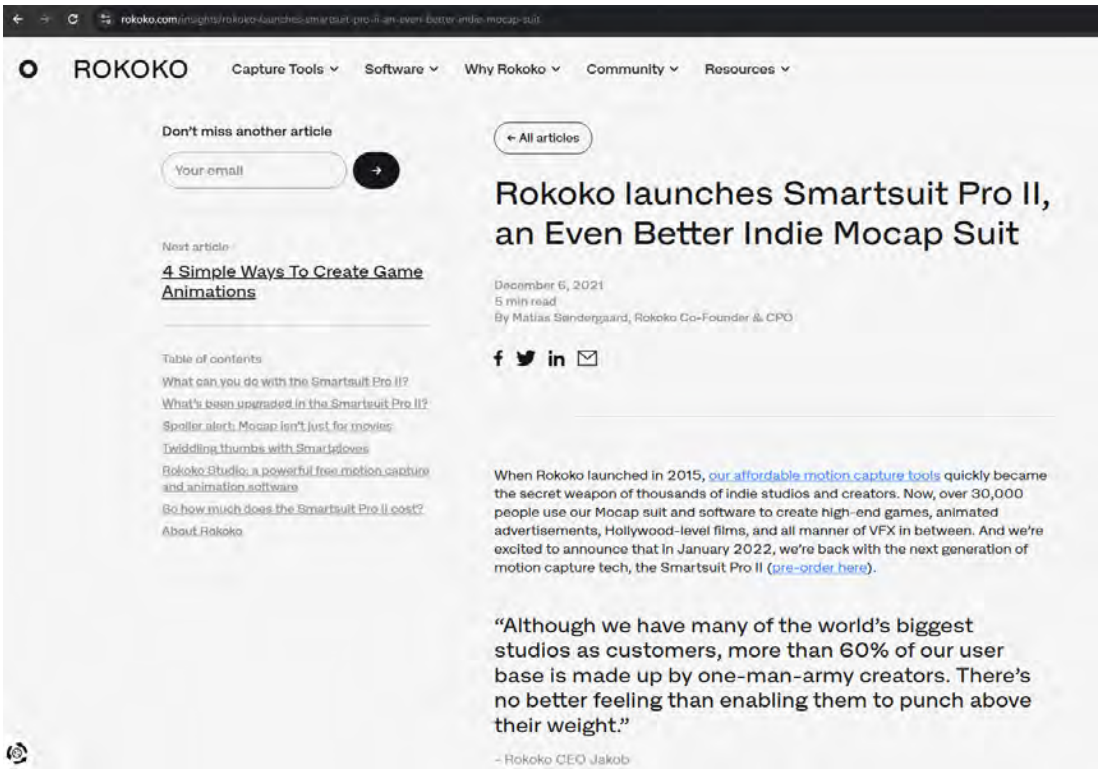
Plaintiff in pro per

EXHIBIT C

In December 2021, Defendant claims to have 30,000 people using their equipment. The following month they will claim it's only 10,000 (Exhibit C.1). On investor decks they will claim it's much higher (Exhibit C.2)



rokoko.com/insights/rokoko-launches-smartsuit-pro-ii-an-even-better-indie-mocap-suit

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4 Simple Ways To Create Game Animations

Table of contents

What can you do with the Smartsuit Pro II?
What's been upgraded in the Smartsuit Pro II?
Spoiler alert: Mocap isn't just for movies
Twiddling thumbs with Smartgloves
Rokoko Studio: a powerful free motion capture and animation software
So how much does the Smartsuit Pro II cost?
About Rokoko

← All articles

Rokoko launches Smartsuit Pro II, an Even Better Indie Mocap Suit

December 6, 2021
5 min read
By Matias Søndergaard, Rokoko Co-Founder & CPO

When Rokoko launched in 2015, our affordable motion capture tools quickly became the secret weapon of thousands of indie studios and creators. Now, over 30,000 people use our Mocap suit and software to create high-end games, animated advertisements, Hollywood-level films, and all manner of VFX in between. And we're excited to announce that in January 2022, we're back with the next generation of motion capture tech, the Smartsuit Pro II (pre-order here).

"Although we have many of the world's biggest studios as customers, more than 60% of our user base is made up by one-man-army creators. There's no better feeling than enabling them to punch above their weight."

- Rokoko CEO Jakob

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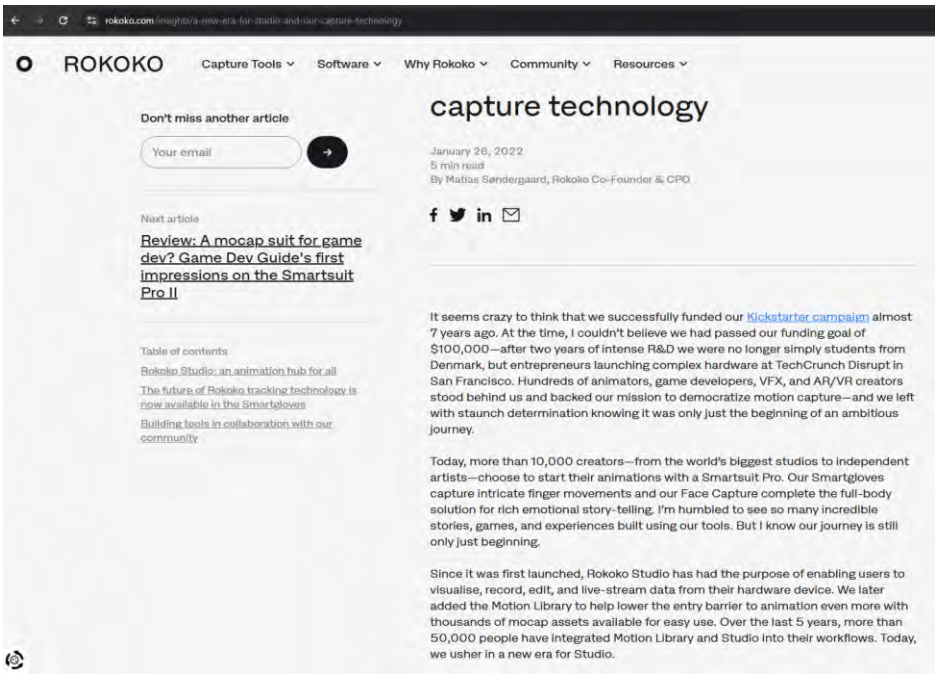
EXHIBIT C.1

In January 2022, less than a month later than (Exhibit C). Defendant made an express statement in a self-published blog post they had 10,000 customers using Rokoko products; the month before they claimed 30,000. in the next paragraph they claim to have 50,000 people using Motion Library which contradicts investor pitch deck around the same time (Exhibit C.2)



ROKOKO

Capture Tools · Software · Why Rokoko · Community · Resources

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Review: A mocap suit for game dev? Game Dev Guide's first impressions on the Smartsuit Pro II

Table of contents

Rokoko Studio: an animation hub for all

The future of Rokoko tracking technology is now available in the Smartgloves

Building tools in collaboration with our community

capture technology

January 26, 2022
5 min read
By Matias Søndergaard, Rokoko Co-Founder & CPO

It seems crazy to think that we successfully funded our Kickstarter campaign almost 7 years ago. At the time, I couldn't believe we had passed our funding goal of $100,000—after two years of intense R&D we were no longer simply students from Denmark, but entrepreneurs launching complex hardware at TechCrunch Disrupt in San Francisco. Hundreds of animators, game developers, VFX, and AR/VR creators stood behind us and backed our mission to democratize motion capture—and we left with staunch determination knowing it was only just the beginning of an ambitious journey.

Today, more than 10,000 creators—from the world's biggest studios to independent artists—choose to start their animations with a Smartsuit Pro. Our Smartgloves capture intricate finger movements and our Face Capture complete the full-body solution for rich emotional story-telling. I'm humbled to see so many incredible stories, games, and experiences built using our tools. But I know our journey is still only just beginning.

Since it was first launched, Rokoko Studio has had the purpose of enabling users to visualise, record, edit, and live-stream data from their hardware device. We later added the Motion Library to help lower the entry barrier to animation even more with thousands of mocap assets available for easy use. Over the last 5 years, more than 50,000 people have integrated Motion Library and Studio into their workflows. Today, we usher in a new era for Studio.

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EXHIBIT C.2

In the investor pitch deck from 2022, Defendant claims to have 80,000 registered users for Motion Library. A 47.5% inflation from non-investor seeking materials (Exhibit C.1) in January 2022.

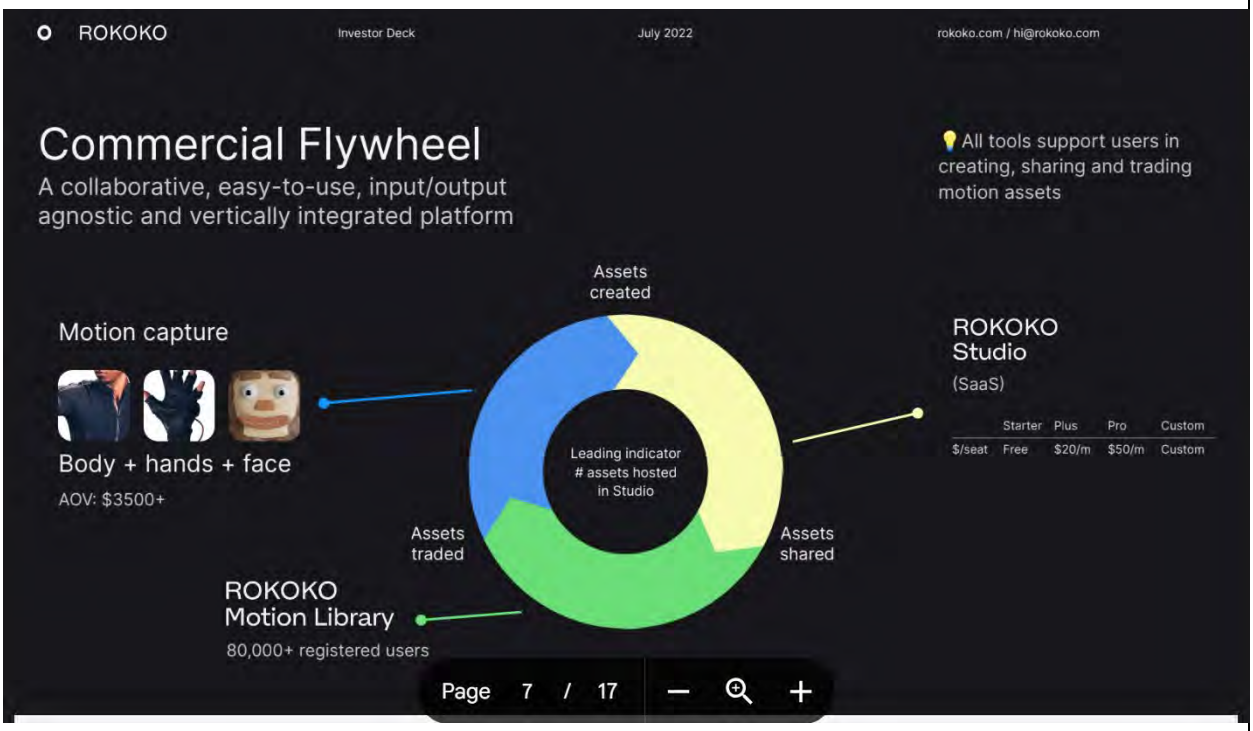

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EXHIBIT C.3

Defendant claims 250,000 creators use their system as of March 17th, 2025

Celebrating 250K creators with up to 20% off our products!

IF Io from Rokoko <io.koukoula@rokoko.com>
To Matthew Walsh

Reply | Reply All | Forward | ...
Mon 3/17/2025 8:01 AM

If there are problems with how this message is displayed, click here to view it in a web browser.

ROKOKO

Hi Matthew,

I thought you might be interested to hear that we just hit an exciting new milestone – 250,000 creators animating in Rokoko Studio

As a thank-you to our dedicated storytellers who make Rokoko part of their workflow (yes, that includes you!), we're offering up to **20% off our products** until the end of March.

If there's something you've had your eye on, now's the perfect time! And if you'd like to chat about the best setup for your needs, feel free to book a quick call with me here – I'd be happy to help.

We're thrilled to see so much creativity come to life with Rokoko, and we can't wait for the next 250K!

You can claim the up to 20% discount by responding to this email. Is there anything you've been waiting to add to your setup?

Best regards,

Io Koukoula
Customer Success Manager at Rokoko

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EXHIBIT C.4

Defendant only claims “thousands” around the world leverage Rokoko tools. Thousands is in no way a reasonably suitable replacement for 250,000.

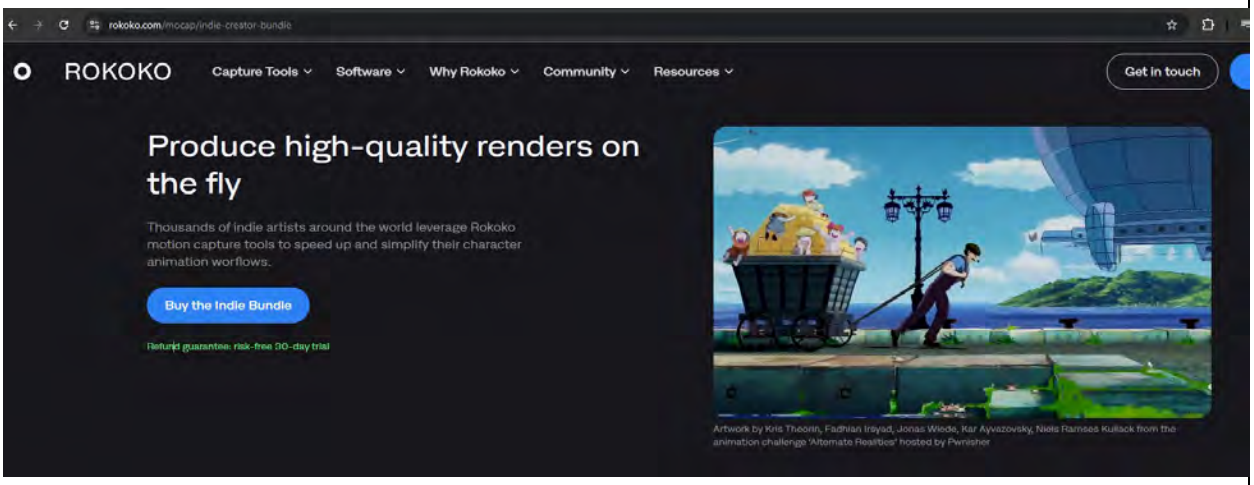

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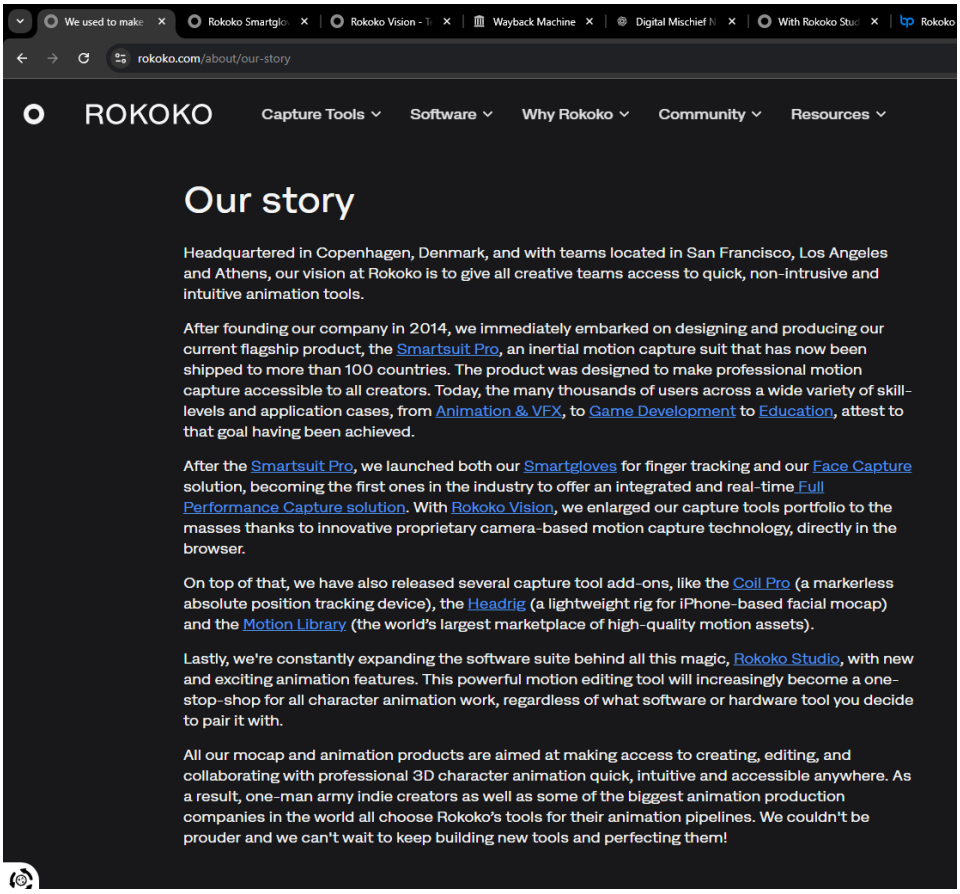
EXHIBIT D

Defendant still claiming office locations and teams which have been proven to not exist.



rokoko.com/about/our-story

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After the Smartsuit Pro, we launched both our Smartgloves for finger tracking and our Face Capture solution, becoming the first ones in the industry to offer an integrated and real-time Full Performance Capture solution. With Rokoko Vision, we enlarged our capture tools portfolio to the masses thanks to innovative proprietary camera-based motion capture technology, directly in the browser.

On top of that, we have also released several capture tool add-ons, like the Coil Pro (a markerless absolute position tracking device), the Headrig (a lightweight rig for iPhone-based facial mocap) and the Motion Library (the world's largest marketplace of high-quality motion assets).

Lastly, we're constantly expanding the software suite behind all this magic, Rokoko Studio, with new and exciting animation features. This powerful motion editing tool will increasingly become a one-stop-shop for all character animation work, regardless of what software or hardware tool you decide to pair it with.

All our mocap and animation products are aimed at making access to creating, editing, and collaborating with professional 3D character animation quick, intuitive and accessible anywhere. As a result, one-man army indie creators as well as some of the biggest animation production companies in the world all choose Rokoko's tools for their animation pipelines. We couldn't be prouder and we can't wait to keep building new tools and perfecting them!

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

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Matthew R. Walsh

Plaintiff in pro per

EXHIBIT E

Defendant, after making coercive statements was once again warned he is continuing to cause tortious interference with economic harm and is linked to a legal dictionary on the term. Plaintiff demands replacement hardware under SONG-BEVERLY by May 12th to stop the clock, Defendant never complies.

RE: Case dismissed, new case filed. - Message (HTML)

File Message Help

Delete Archive Reply Reply All Forward All Apps Rokoko - matth... To Manager Team Email Move Tags Editing Immersive Translate Zoom

Delete Respond Apps Quick Steps Language Zoom

RE: Case dismissed, new case filed.

M matthew@winteryear.com
To: 'Mikkel Lucas Overby'

Reply Reply All Forward ...
Wed 5/7/2025 10:33 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

At this point you should stop speaking.

You just made a bad-faith offer.

"An offer made in bad faith is no offer at all. There must be an intent to resolve a dispute, not to coerce surrender." -- White v. Western Title Ins. Co., 40 Cal.App.3d 870 (1974)

FACT You are now very likely committing coercion, a criminal offense.

I am not signing away any of my rights under threat from you. That's an illegal demand, sir.

"A contract or release is not valid if consent was obtained by undue pressure or if performance of a legal duty was withheld to extract a benefit not owed by the other party." — Rich & Whillock, Inc. v. Ashton Dev., Inc., 157 Cal.App.3d 1154 (1984)

FACT Your duties under the Song-Beverly Act are simple: make parts available (you didn't), replace (you wont), refund (you refused), or repair (you refused)

There are no conditions to that. You have no leverage.

Dangling a song-beverly violation over my head like it's a carrot is the most confusing thing I've ever seen. That's not a carrot in your hand, bud. It's a viper and it's biting and poisoning you quickly.

What you are doing strengthens my legal position 10 fold.

FACT You are now, fully admitting to, and continuing to damage me for one of the very things you are being sued over – Tortious Interference with Economic Harm

You didn't make an offer, you made a threat.

Hardware. In my hands. May 12th. Period. This stops the clock on forward Tortious interference damages.

Everything else moves forward, but at least you can limit your liability a little.

You've had your chance.

I only wish to speak to your lawyer from now on, do not contact me again personally.

I look forward to receiving my hardware may 12th or amending my complaint to tell the Court you failed to perform (again).

Matt

Authentication on next page

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

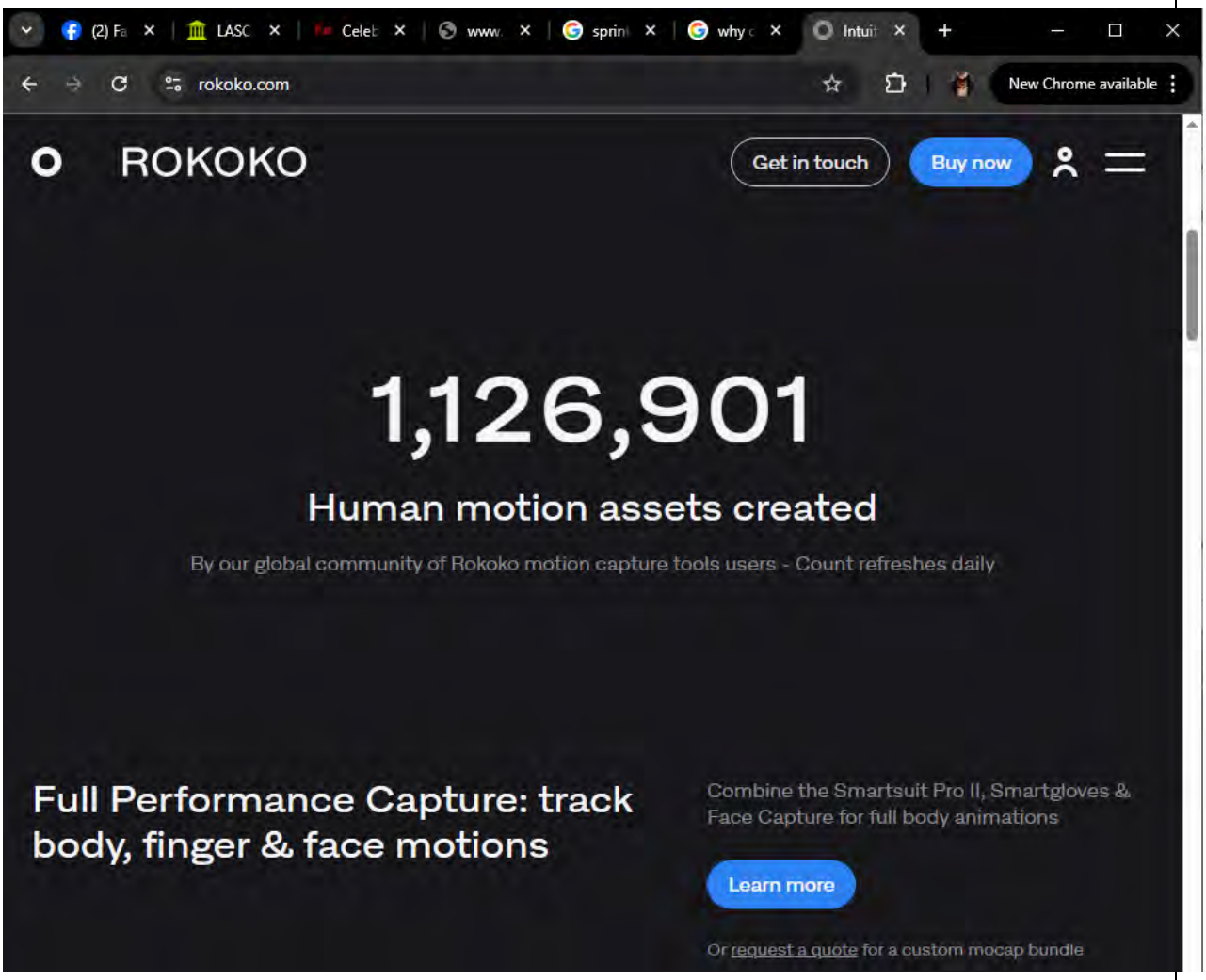
Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

EXHIBIT F

Defendant added a counter to their website, post-litigation which clearly shows they collect, aggregate and count intellectual property from users.



Authentication on next page

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Matthew R. Walsh

Plaintiff in pro per

EXHIBIT G

Defendant disclaims warranties, liability even stating they cannot be held liable for non-infringement.

rokoko.com/terms

ROKOKO Capture Tools Software Why Rokoko Community Resources

portability), withdrawal of consents you have given Rokoko to process your data.

Your personal data will be kept for a period of 6 months from the time of application. After 6 months Rokoko will ask you to give to consent to allowing Rokoko to keep your personal data for other future positions for another 6 months.

Section 15 - Prohibited uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Section 16 - Disclaimer of warranties; limitation of liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as

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Matthew R. Walsh

Plaintiff in pro per

EXHIBIT H

A table showing the difference between the terms of service in just 24 hours.

Clause	March 29th	March 30th	Material Change?
User content licensing	Defendant disclaims ownership; user bears licensing risk. No express sublicensing.	Introduced broad sublicensable rights, user content may be sublicensed or sold to third parties	Yes. Adds sublicensing and redistribution language.
Usage Data Policy	Data used to improve services, internal only.	Data now sub-licensable to 3rd parties for their own uses.	Yes – Adds external data sharing and monetization.
Collection of Intellectual Property	Only for improvement of services / features and support.	To be taken, anonymized, processed, sold to third parties, to be used to train AI and then resold further.	Yes – erodes 17 U.S.C. Title 102 rights and protections without assent.
Scope of Services Across Platforms	Applies to Rokoko Studio only	Expanded to include Studio, Vision and other services	Yes – Expands jurisdiction of agreement
Definition of 'End User'	Any user accessing the service.	Now requires formal registration for a 'ROKOKO ID' tied to individual use.	Narrows class of users and increases traceability
Privacy and Consent Language	Refers to Privacy Policy generally	Creates new clauses detailed personal data handling.	Yes – expands exposure and implied consent.
Digital Protection Legal Bias	States use is based on 'legitimate interest' under data law	**Clause removed.**	Yes – eliminates key privacy assurance language
License to assets	User can use assets during subscription	Adds restrictions on what constitutes 'legitimate use'; clarifies integration rules.	Yes – narrower interpretation limits users workflow capabilities.
Account deactivation	Limited to those who abuse the service or fail to comply with the terms of use.	Adds language beyond "abuse" to the broad opinionated word "misuse" without defining what constitutes as misuse.	Yes – Grants Defendant carte blanche to disrupt services for any reason legitimate or not.
Software use and definition	References site and services only	Now expanded to site/services/software with greater prohibition scope	Yes – expands licensing control and enforcement mechanisms

Subscription Auto-Renewal and Downgrade Impact	Subscription downgrade mentioned briefly	Now includes explicit warning of **project-breaking consequences.**	Yes – material impact to force user reliance on service through coercive language.
Clause	March 29th	March 30th	Material Change?
Shielding IP liability from work-for-hire users	No mention.	Added language to **extend intellectual property rights to Defendant by a party that may not have them in the first place** using acceptance by conduct as the mechanism of activation.	Yes – deprives third parties of their intellectual property and places liability solely in the hands of a user.
Breach Consequence & Earnings Clause	Mentions legal action and recovery of fees only	Now includes **recovery of all obtained by user** from alleged misuse.	Yes – adds punitive scope for estimated future income recovery
Terms Amendment Authority	We may change the terms with one month notice.	Same clause, but now includes broad reasons including changes to business model.	Yes – now authorizes unilateral changes granting omnipotent governance without assent.

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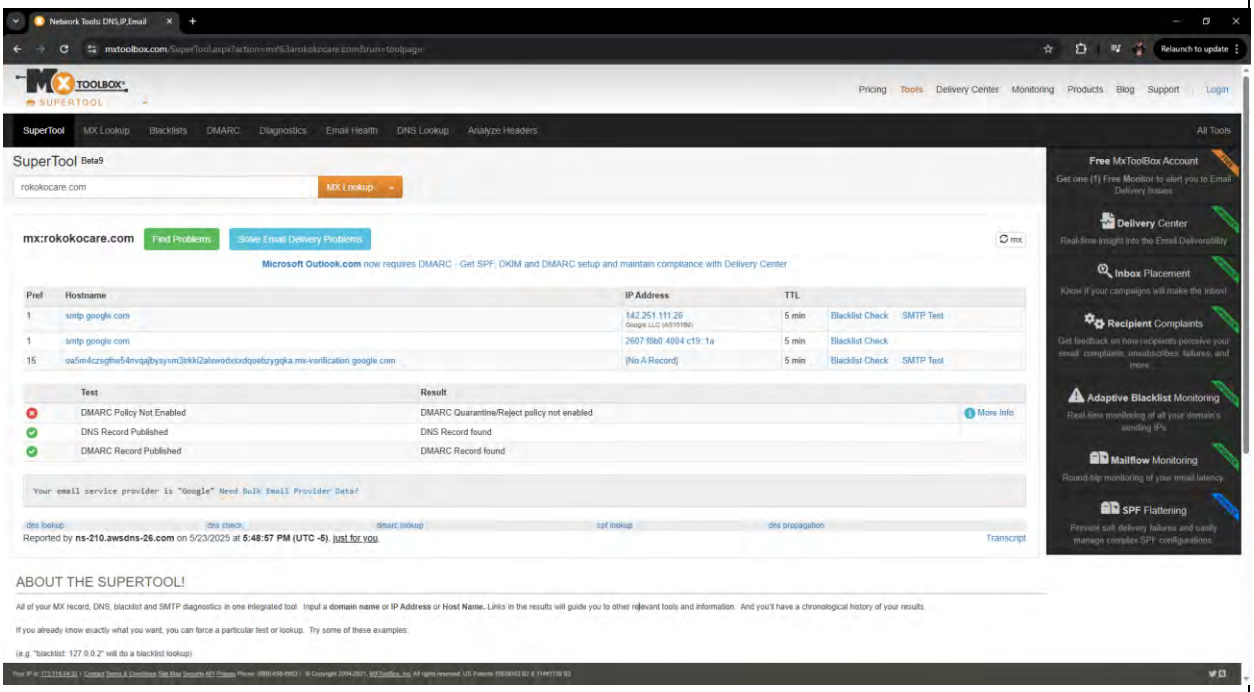
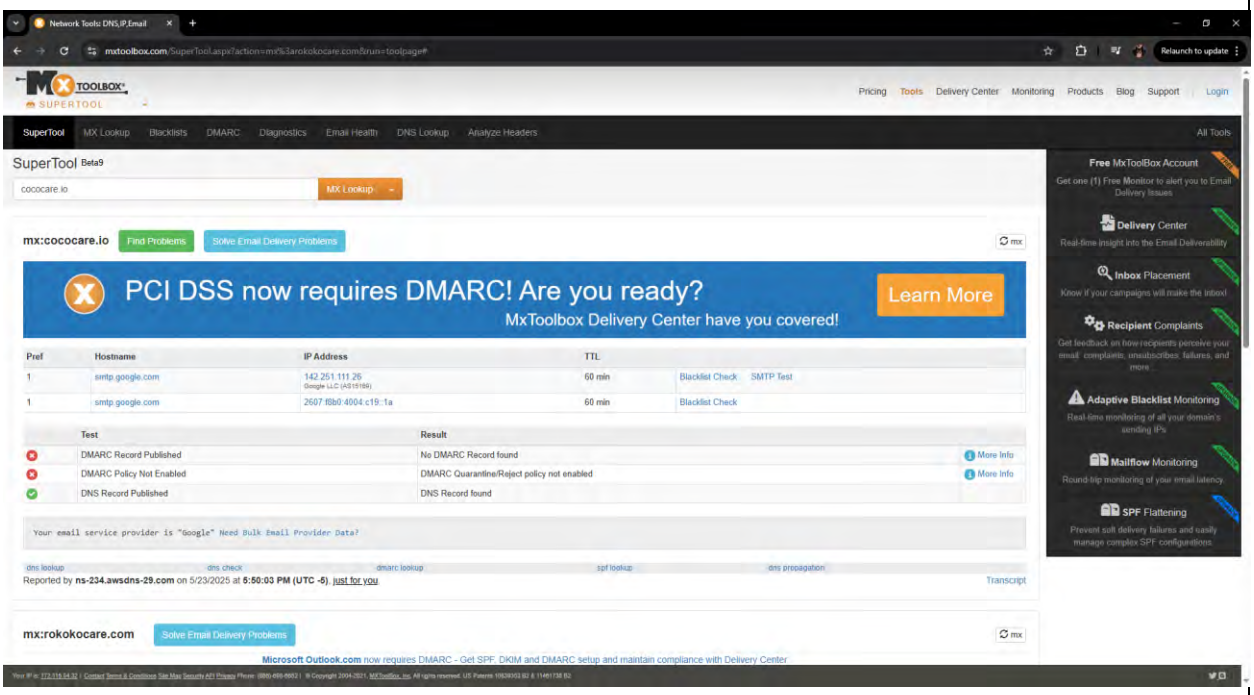
Matthew R. Walsh

Plaintiff in pro per

Exhibit I:

The “PARALLEL COMPANY”’s e-mail servers are U.S.-based Google e-mail servers.





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NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULTASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENSHEARING DATE: 07/01/2025HEARING TIME: 8:30AMRESERVATION ID: 595480534971

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

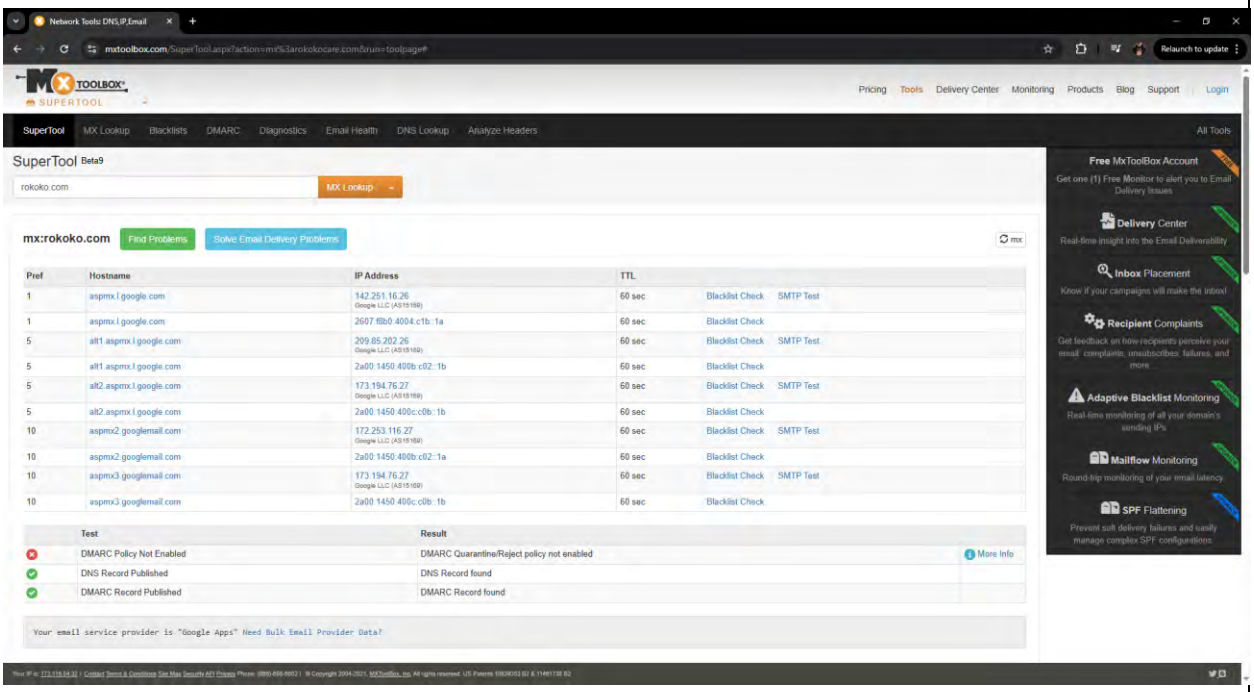
Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

EXHIBIT J:

The "PRIMARY ORGANIZATION"'s e-mail servers are U.S.-based Google servers.



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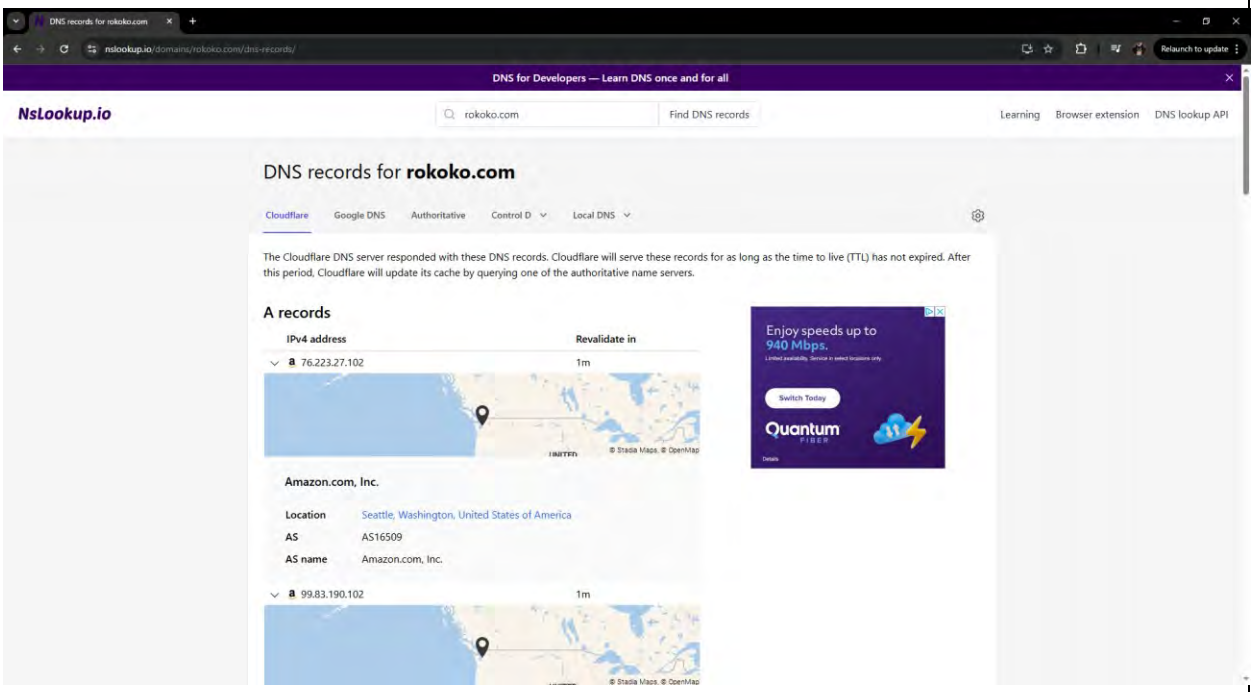
Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

Exhibit K.1

The "PRIMARY ORGANIZATION"'s servers are all located in Seattle.



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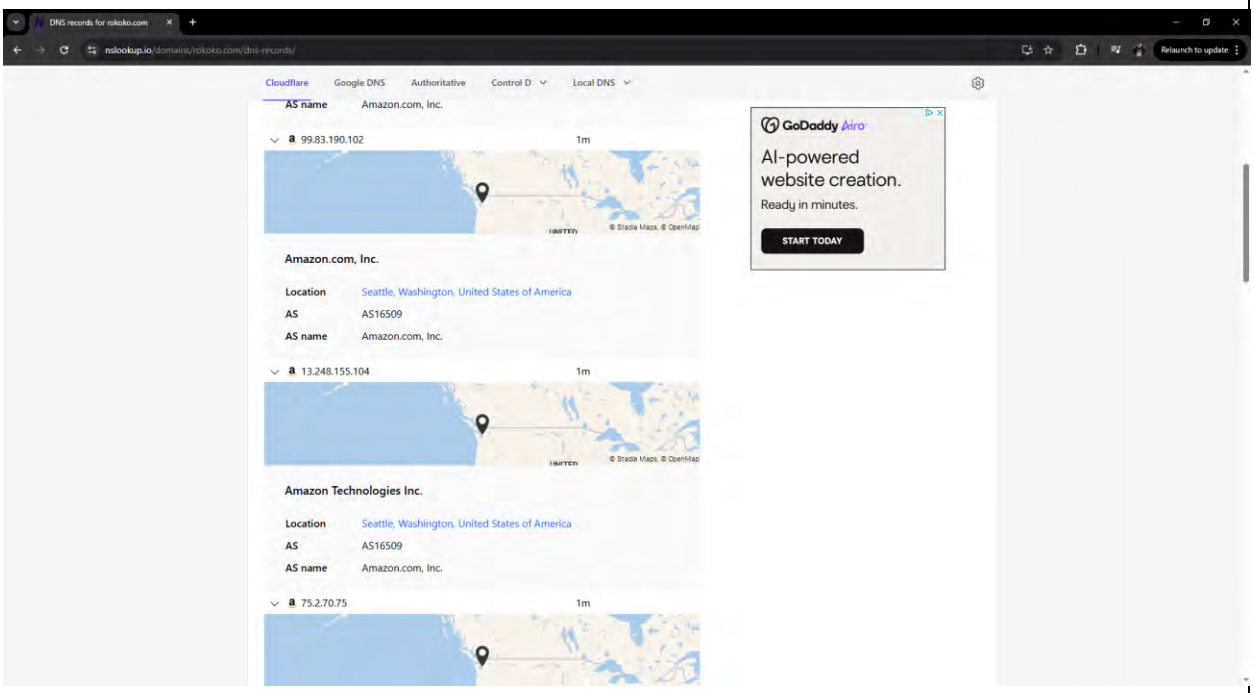
Matthew R. Walsh

Plaintiff in pro per

Exhibit K.2



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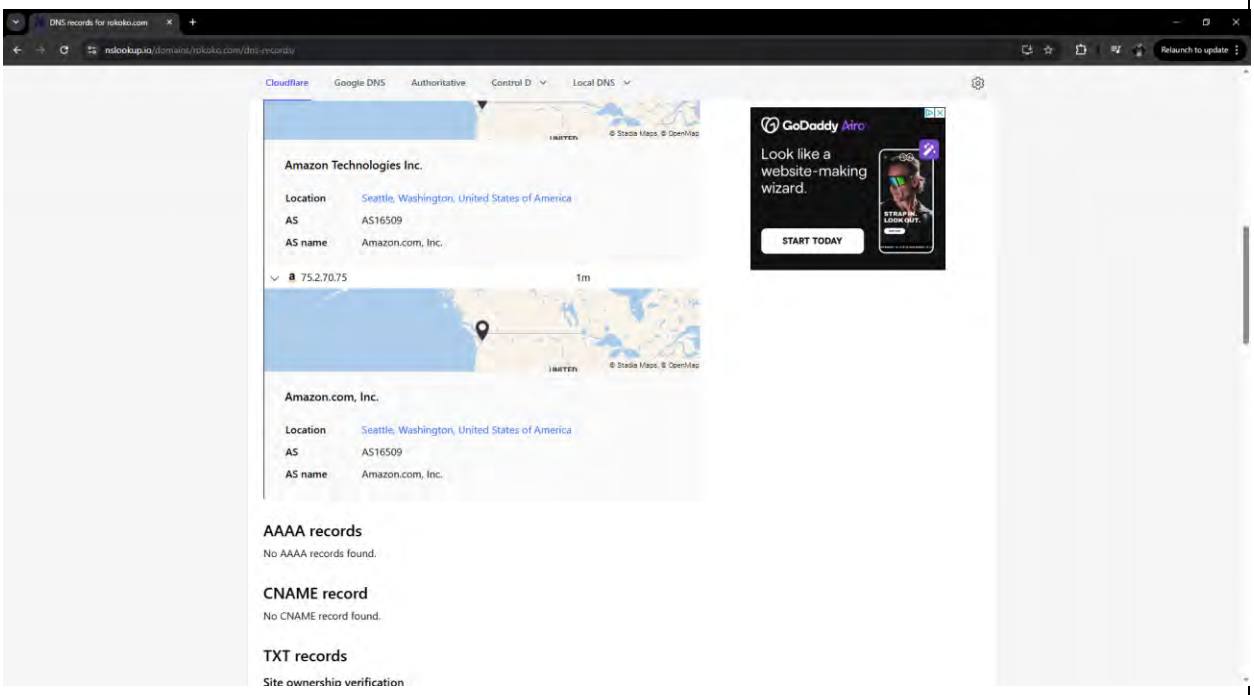
Matthew R. Walsh

Plaintiff in pro per

Exhibit K.3



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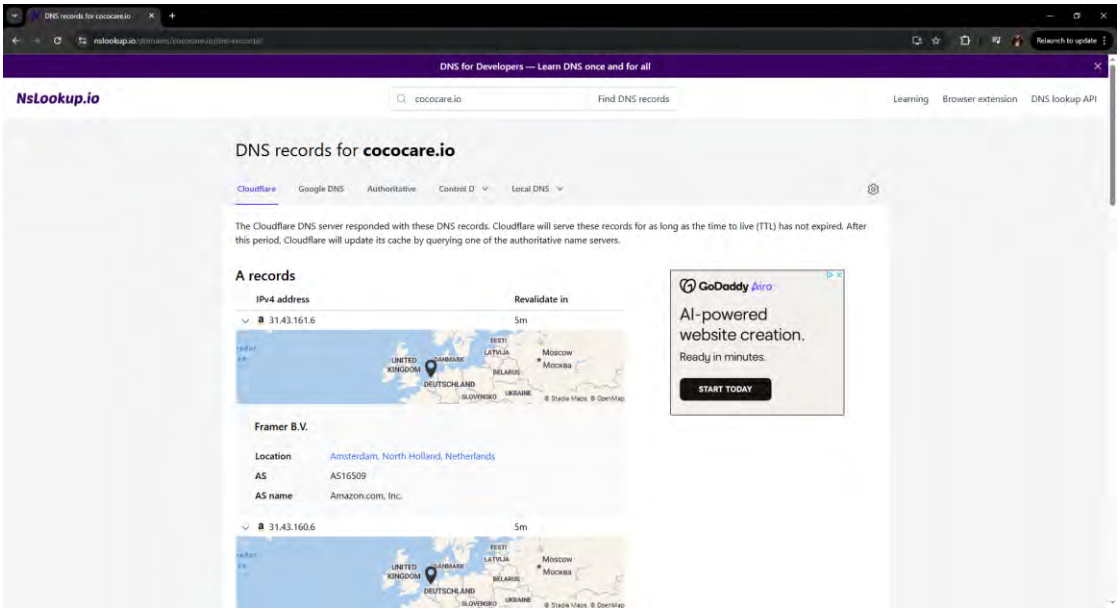
Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

Exhibit L

The “PARALLEL COMPANY”’s website servers are NOW located in Amsterdam, Netherlands (this was changed after March, 2025)



However, use American nameservers, indicating the billing, chain of authority, operational control over the servers and DNS is done through and by American systems hosted with Amazon

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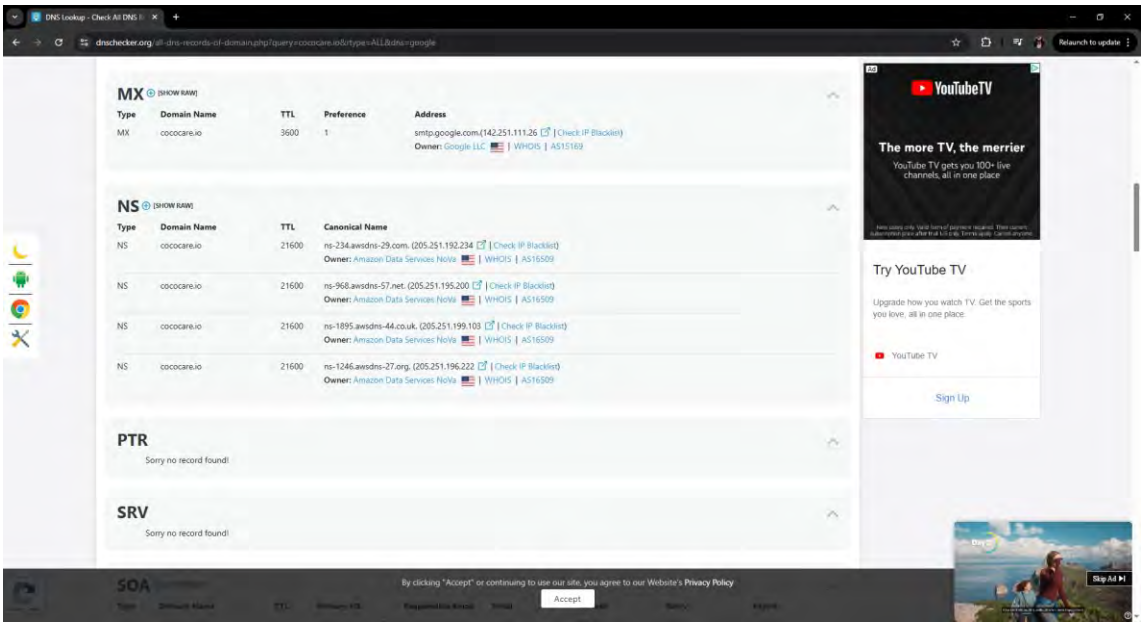

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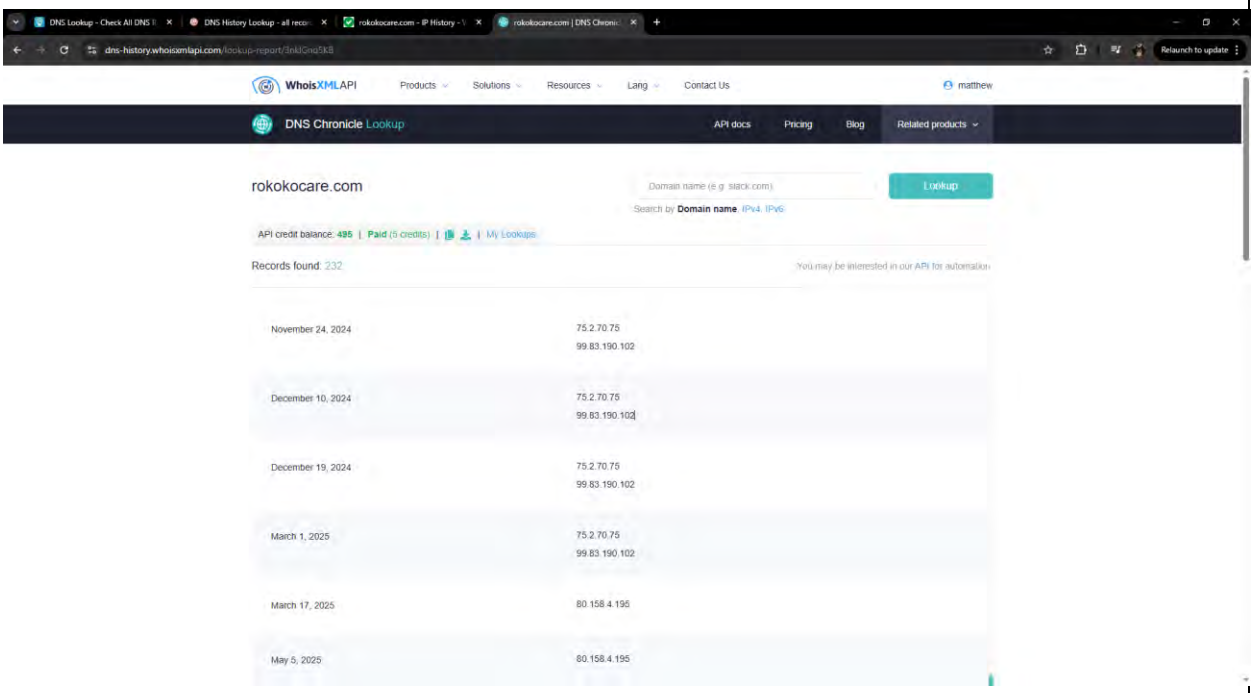
Plaintiff in pro per

Exhibit M.1:

The "PARALLEL COMPANY" rokokocare.com as of 3/17/2025 had actually used the "PRIMARY ORGANIZATION"'s Amazon servers and account; satisfying "U.S. ASSETS" definition.



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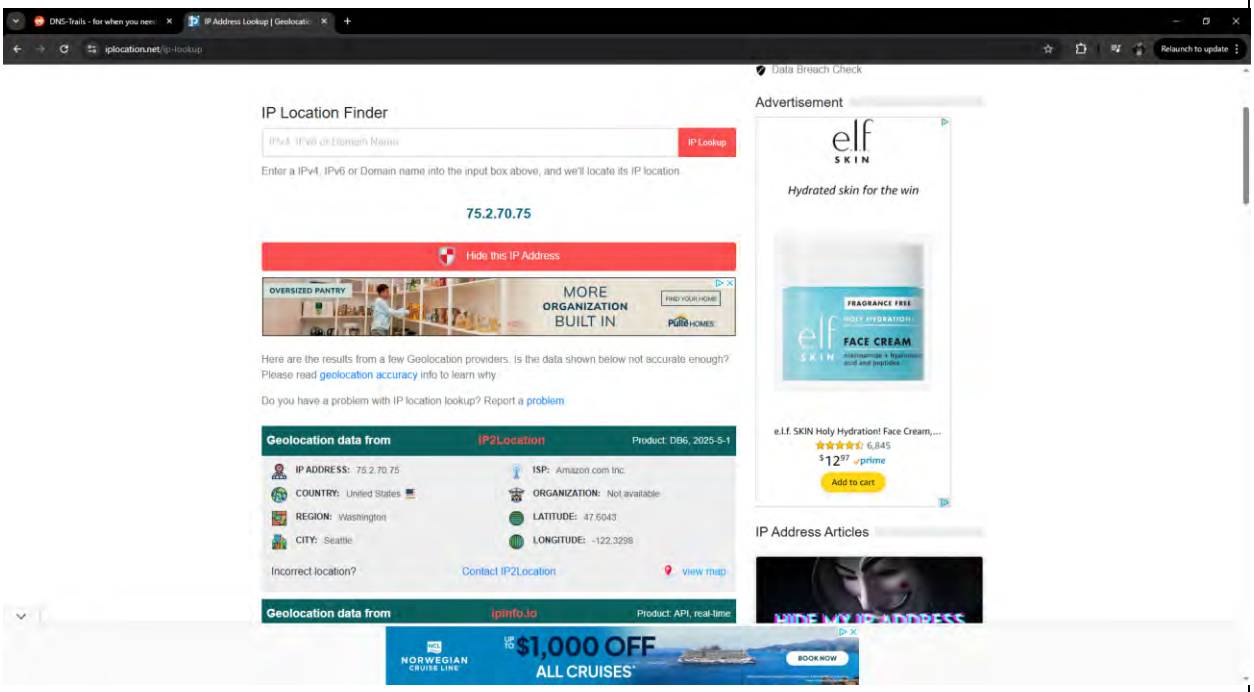
NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULTASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENSHEARING DATE: 07/01/2025HEARING TIME: 8:30AMRESERVATION ID: 595480534971

Exhibit M.2:

The “PARALLEL COMPANY”’s servers pre-litigation were U.S.-based



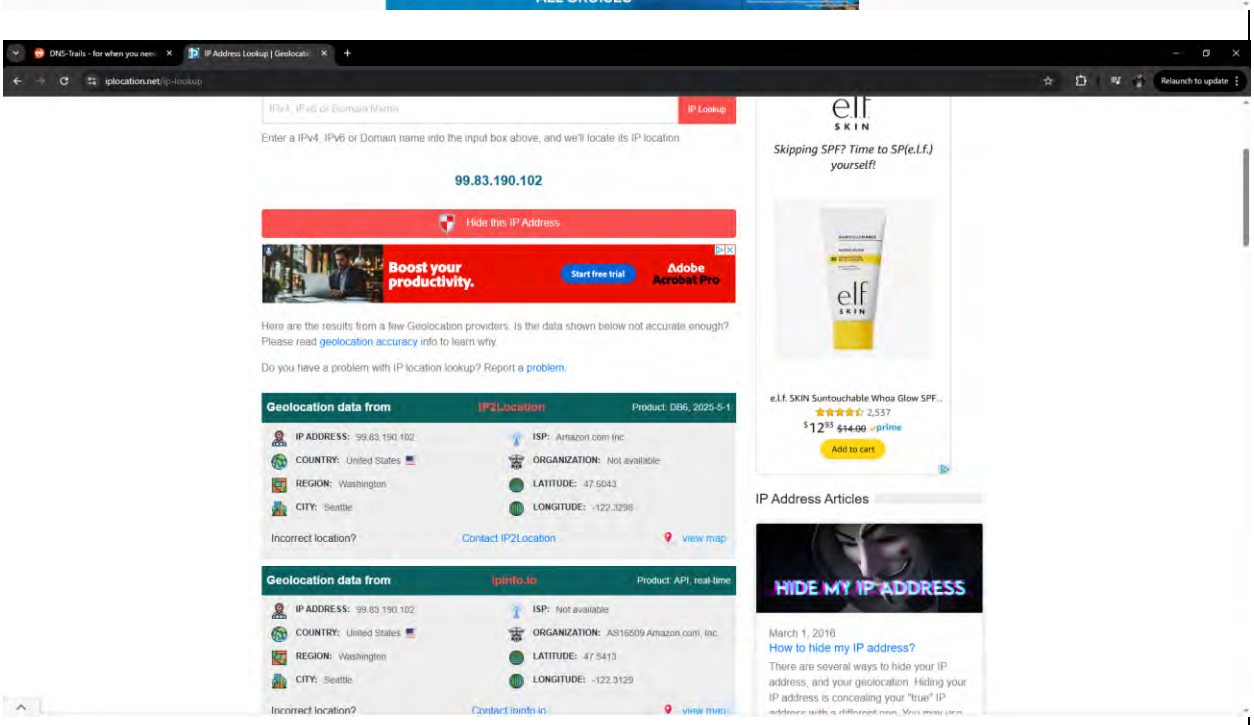


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EXHIBIT N:

Trifork knew at all times Rokoko Care came from Rokoko; and as such was privy to investor material including the source of misappropriated IP as detailed in 2022; then they invested in 2024 while The Parallel Company was still one-in-the-same with Defendant until March 2025.

Trifork invests in Rokoko Care | trifork-rokoko-care-eng.pdf

investor.trifork.com/announcements-2/trifork-invests-in-rokoko-care-to-advance-ai-based-physiotherapy/

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and effective healthcare solutions. We are excited about this partnership and the potential it holds."

About Rokoko Care (rokokocare.com)
Rokoko Care is a health tech startup offering a digital physiotherapy solution of the same name. This solution operates through a web portal for physiotherapists and an app for citizens. Physiotherapists can assign rehabilitation programs that citizens can easily access and follow at home. Rokoko Care's computer vision technology allows citizens to train in front of their phone, with the app live-tracking their movements. This technology enhances training completion rates, enabling physiotherapists to monitor progress remotely and support their expertise with data. Based in Copenhagen, Rokoko Care evolved from Rokoko, a tech company with a decade of experience in motion capture and customers in over 100 countries.

Questions should be directed to: CEO, Matias Søndergaard, +45 60 60 50 14, matias@rokokocare.com

About Trifork (trifork.com)
Trifork is a global pioneering technology partner to its enterprise and public sector customers. The group has 1,275 employees across 72 business units in 15 countries. Trifork works in six business areas: Digital Health, FinTech, Smart Building, Smart Enterprise, Cloud Operations, and Cyber Protection. Trifork's research and development takes place in Trifork Labs, where Trifork continuously invests in and develops technology companies. Trifork owns and operates the software conference brands GOTO and YOW! and the global GOTO tech community with more than 66 million video views online. Trifork Group AG is a publicly listed company on Nasdaq Copenhagen.

Questions should be directed to:
Group Investment Director, Frederik Svanholm, +41 79 357 7317, frsv@trifork.com, or
Head of Media Relations & CCO FinTech, Peter Rørsgaard, +45 20 42 24 94, pro@trifork.com

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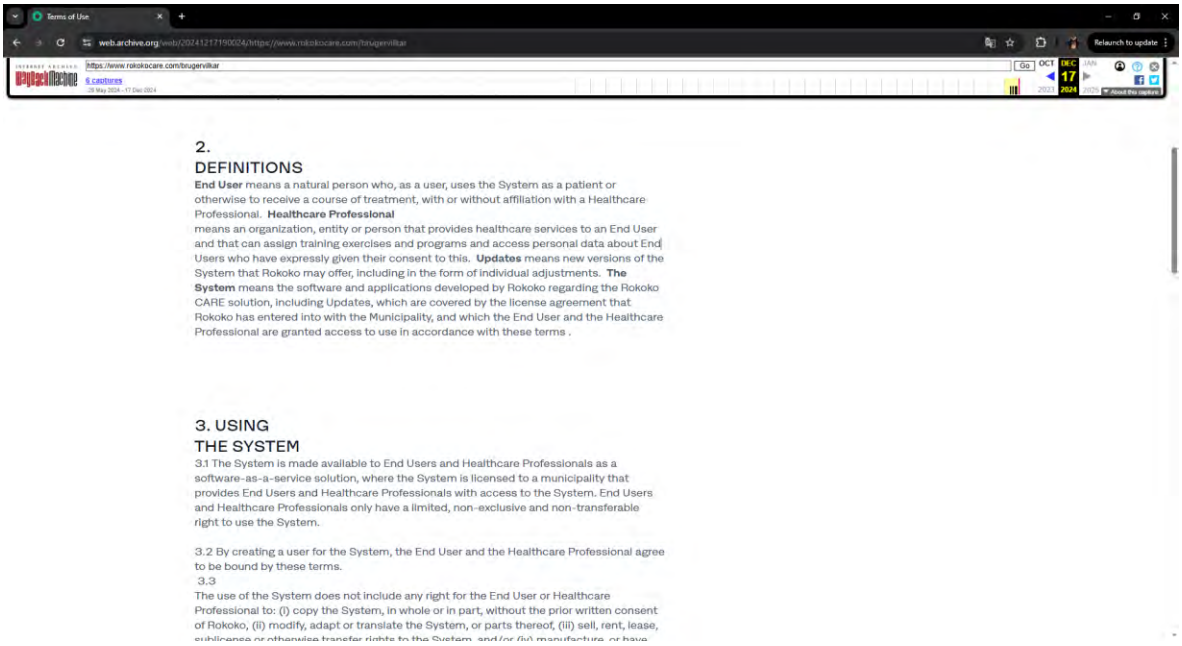
EXHIBIT O

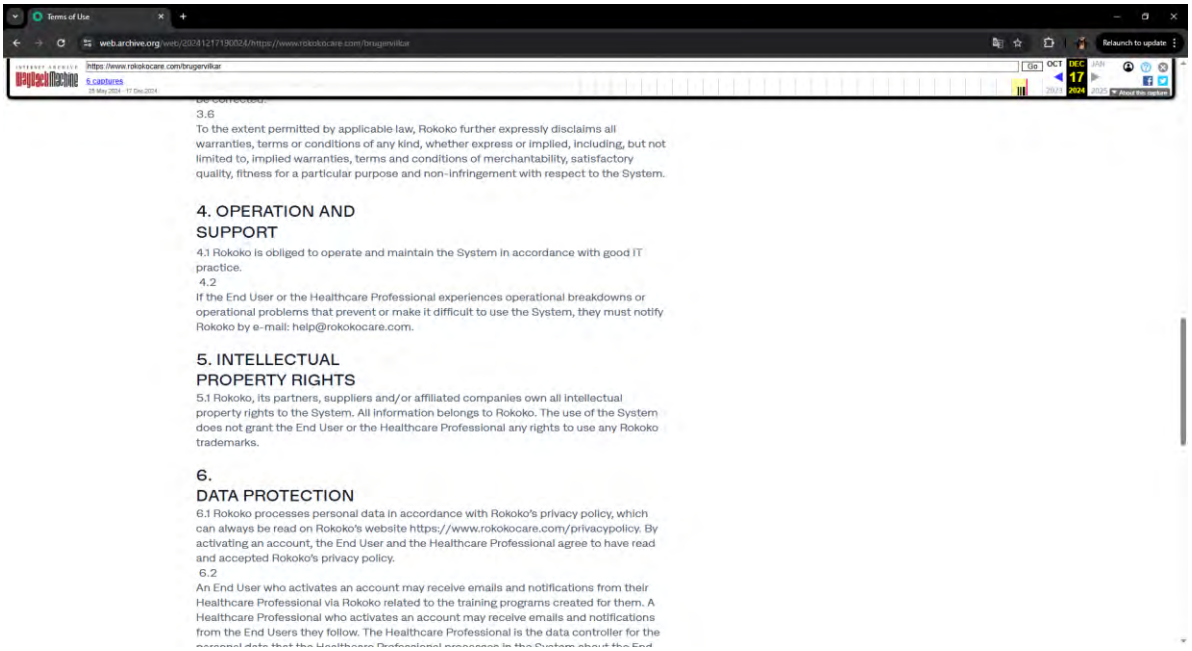
The "PARALLEL COMPANY" website on December 17th 2024 clearly states "Care" is owned by "Rokoko" ("DEFENDANT") and all information is property of Defendant.



2.
DEFINITIONS
End User means a natural person who, as a user, uses the System as a patient or otherwise to receive a course of treatment, with or without affiliation with a Healthcare Professional. **Healthcare Professional** means an organization, entity or person that provides healthcare services to an End User and that can assign training exercises and programs and access personal data about End Users who have expressly given their consent to this. **Updates** means new versions of the System that Rokoko may offer, including in the form of individual adjustments. **The System** means the software and applications developed by Rokoko regarding the Rokoko CARE solution, including Updates, which are covered by the license agreement that Rokoko has entered into with the Municipality, and which the End User and the Healthcare Professional are granted access to use in accordance with these terms .

3. USING
THE SYSTEM
3.1 The System is made available to End Users and Healthcare Professionals as a software-as-a-service solution, where the System is licensed to a municipality that provides End Users and Healthcare Professionals with access to the System. End Users and Healthcare Professionals only have a limited, non-exclusive and non-transferable right to use the System.

3.2 By creating a user for the System, the End User and the Healthcare Professional agree to be bound by these terms.
3.3
The use of the System does not include any right for the End User or Healthcare Professional to: (i) copy the System, in whole or in part, without the prior written consent of Rokoko, (ii) modify, adapt or translate the System, or parts thereof, (iii) sell, rent, lease,



3.6
To the extent permitted by applicable law, Rokoko further expressly disclaims all warranties, terms or conditions of any kind, whether express or implied, including, but not limited to, implied warranties, terms and conditions of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement with respect to the System.

4. OPERATION AND
SUPPORT
4.1 Rokoko is obliged to operate and maintain the System in accordance with good IT practice.
4.2
If the End User or the Healthcare Professional experiences operational breakdowns or operational problems that prevent or make it difficult to use the System, they must notify Rokoko by e-mail: help@rokokocare.com.

5. INTELLECTUAL
PROPERTY RIGHTS
5.1 Rokoko, its partners, suppliers and/or affiliated companies own all intellectual property rights to the System. All information belongs to Rokoko. The use of the System does not grant the End User or the Healthcare Professional any rights to use any Rokoko trademarks.

6.
DATA PROTECTION
6.1 Rokoko processes personal data in accordance with Rokoko's privacy policy, which can always be read on Rokoko's website https://www.rokokocare.com/privacypolicy. By activating an account, the End User and the Healthcare Professional agree to have read and accepted Rokoko's privacy policy.
6.2
An End User who activates an account may receive emails and notifications from their Healthcare Professional via Rokoko related to the training programs created for them. A Healthcare Professional who activates an account may receive emails and notifications from the End Users they follow. The Healthcare Professional is the data controller for the

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Matthew R. Walsh

Plaintiff in pro per

EXHIBIT P

Trifork invested in Rokoko Care ("The Parallel Company") in June 2024, two years after it was mentioned in a pitch deck as being built by misappropriated intellectual property; and one year before any users were notified that their intellectual property would be used by Defendant

arcticstartup.com/rokoko-care-raises-funding/

FUNDING ALL DEEPTECH

Danish healthtech startup Rokoko Care secures investment from Trifork to advance AI-based physiotherapy

By Nurcin Metingil June 17, 2024 286 0

Facebook Twitter WhatsApp LinkedIn Email

Copenhagen-based Rokoko Care has secured a strategic partnership with Trifork, a global technology partner, to offer digital physiotherapy treatments in patients' homes. This partnership includes a significant investment from Trifork, giving them a 22% ownership stake in Rokoko Care. The collaboration aims to improve healthcare and quality of life through advanced technology, leveraging Rokoko Care's pioneering computer vision technology, which tracks users' movements via their phone cameras. This investment will enable Rokoko Care to expand its physiotherapy solution and provide personalized treatments to enhance the quality, flexibility, and effectiveness of care.

Rokoko Care is a health tech startup offering a digital physiotherapy solution that enables patients to receive treatment in their own homes. The platform consists of a web portal for physiotherapists and an app for citizens, allowing physiotherapists to assign rehabilitation programs that patients can easily access and follow. Using advanced computer vision technology, the app tracks patients' movements in real-time as they perform exercises, providing objective data to physiotherapists for personalized treatments. This approach enhances training completion rates and enables physiotherapists to monitor progress remotely, ultimately improving the quality, flexibility, and effectiveness of care.

STAY CONNECTED

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2,154 Followers	FOLLOW
13 Followers	FOLLOW
22,991 Followers	FOLLOW
1,300 Subscribers	SUBSCRIBE

LATEST NEWS

FEATURED
DLA Piper has launched its first ever Nordic VC Report

FUNDING
$80M round positions Legora to deepen legal AI capabilities across markets

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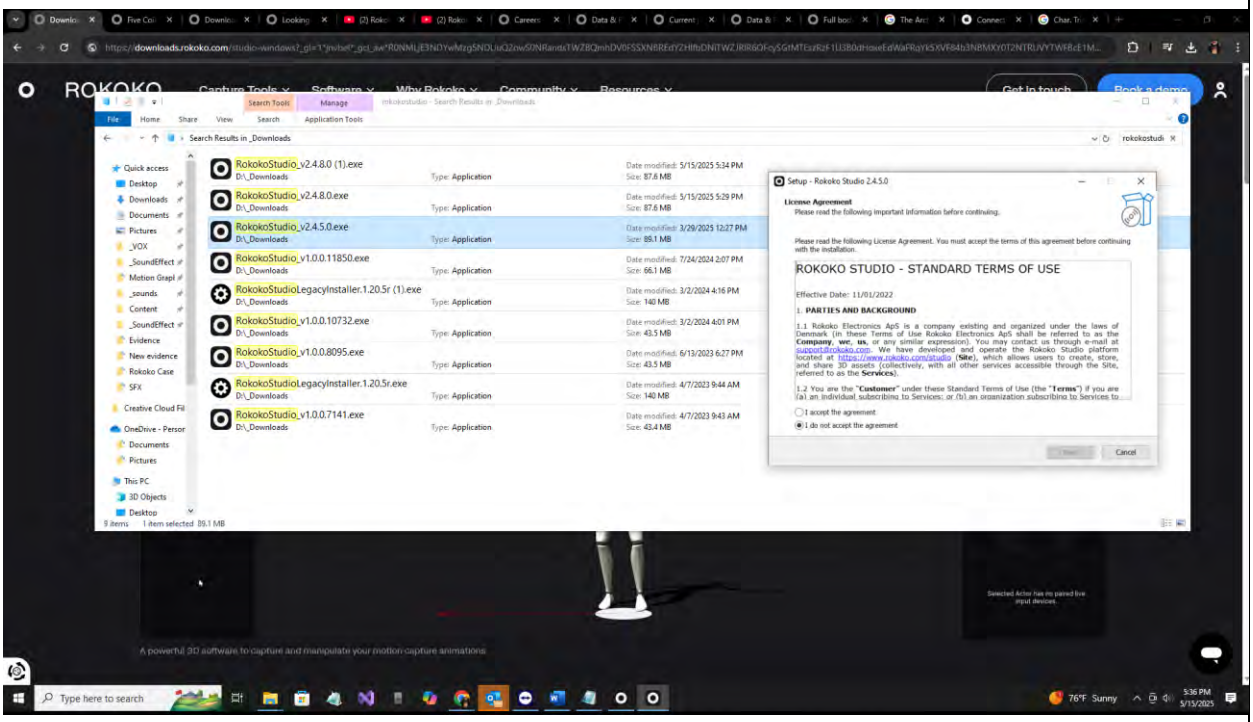
Matthew R. Walsh

Plaintiff in pro per

EXHIBIT Q

Rokoko was still using the 2022 terms as of 3/29/2025 as evidenced in their Studio software downloaded at that time; proof no consumers or Plaintiff knew about intellectual property misappropriation until after this date; yet The Parallel Company had a completed product using that information and sold shares in or around June 12th, 2024



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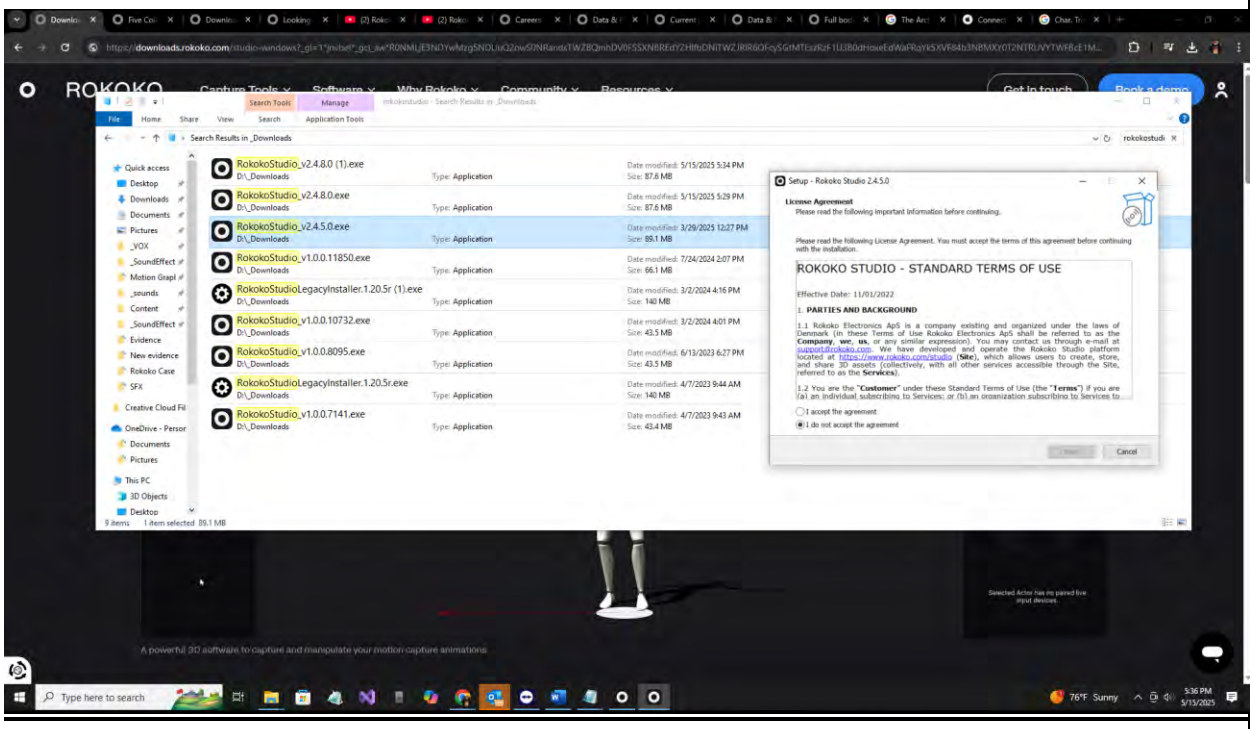

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Matthew R. Walsh

Plaintiff in pro per

EXHIBIT Q.1

The terms of use from 2022 to about March, 29th 2025

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Matthew R. Walsh

Plaintiff in pro per

ROKOKO STUDIO - STANDARD TERMS OF USE

Effective Date: 11/01/2022

1. **PARTIES AND BACKGROUND**

1.1 Rokoko Electronics ApS is a company existing and organized under the laws of Denmark (in these Terms of Use Rokoko Electronics ApS shall be referred to as the **Company**, **we**, **us**, or any similar expression). You may contact us through e-mail at support@rokoko.com. We have developed and operate the Rokoko Studio platform located at https://www.rokoko.com/studio (**Site**), which allows users to create, store, and share 3D assets (collectively, with all other services accessible through the Site, referred to as the **Services**).

1.2 You are the "**Customer**" under these Standard Terms of Use (the "**Terms**") if you are (a) an individual subscribing to Services; or (b) an organization subscribing to Services to be used by one or more of your employees. If you are an organization ordering Services, the individual who agrees to this Agreement on your behalf must have the authority to bind the organization and its End Users to this Agreement.

1.3 You are the "**End User**" under the Terms if you are using the Services in your capacity as an end user, including as an individual Customer or as an individual authorized to use the Services by an organization who is a Customer.

1.4 If we do not specify whether certain language refers to an End User or Customer, then our use of "**you**" refers to both End Users and Customers.

1.5 By registering an Account (as defined below) with us; by installing, copying, accessing, downloading or otherwise using Software (as defined below), or by using the Services, you agree to be bound by the Terms, which we may update from time to time. Your continued use of the Services (or any User Content downloaded from the Services) constitutes your consent to such changes following to such updates. Please read this agreement carefully and check the Terms periodically for changes. If you do not agree to the Terms and any later changes thereto, you may not use the Services.

1.6 The Terms apply to your use of the Site and/or the Services and shall govern the contractual relationship between you and us.

1.7 The Terms apply to any updates or supplements to the Site and/or the Services, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the Site or in the Services, the terms of an open-source license may override some of the provisions of the Terms. Certain features of the Services or Site may be subject to additional guidelines, terms, or rules, which will be posted at the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into the Terms and shall be deemed included in the contractual relationship.

1.8 Personal data is subject to our Privacy Policy published at the Site (currently at https://www.rokoko.com/privacy-policy), the terms of which are incorporated herein by reference and shall be deemed included in the contractual relationship. Please review our Privacy Policy to understand our practices.

2. **REGISTRATION AND SUBSCRIPTIONS**

2.1 Before the first use of the Services, you will be required to register and create an account ("**Account**") by providing the required information as prompted at the Site. You must choose an e-mail address at which we can contact you.

2.2 Each End User is assigned unique login credentials that grant the User access to the Services subscribed for. You are expressly forbidden from allowing another individual to access the Services using the same login credentials. Each End User account must correspond solely to one individual person. You are responsible for keeping your login credentials including your password confidential. This means, that you should not share it with anyone else, should not permit or enable third parties to gain access to it, and that you shall take all steps necessary to guarantee its confidentiality and security. If your password is lost, misused, or otherwise compromised, or if you suspect that it has been lost, misused, or otherwise compromised, you must notify us of this immediately via our email to support@rokoko.com.

2.3 We offer several subscription plans, each with differing conditions, use limitations, and interfaces. Detailed description of the subscription plans, including pricing and features, are available at https://www.rokoko.com/studio/pricing. You can find specific details regarding your subscription within your Account. We reserve the right to modify, terminate or otherwise amend our subscription plans at any time, in our sole and absolute discretion, including to change the price of a subscription plan.

2.4 The subscription fees of the individual plans are subject to a monthly/yearly subscription fee determined by the number of individual End Users (identified by e-mail accounts) registered by the Customer for the specific Account.

2.5 You must pay the subscription fee for the Services in accordance with the subscription plan and/or the payment procedure provided on the Site or in the Services, including any add-on fees. If we cannot charge your payment method for any reason (such as expiration or insufficient funds), and you have not cancelled your subscription, you will remain responsible for any uncollected amounts, and we reserve the right to collect such amounts.

2.6 All subscription fees and any other payment under the Terms are invoiced by us unless we notify you otherwise in writing. Unless otherwise provided, all prices are in USD and are exclusive of value added tax (VAT) and other government taxes, banking fees, and regulatory fees that have been or are later imposed.

3. **USER CONTENT**

3.1 You are solely responsible for all information and content that you create/generate using, submit to use, or use with or store within the Site and/or Services (including animations, 3D models, images, audio, and related content, as well as user comments) ("**User Content**"). We accept no responsibility for any User Content created or uploaded by you or other End Users, and you create and use such User Content at your own risk. We accept no responsibility for any User Content and give no warranty that the User Content is accurate, complete, useful for any purpose (direct or implied) that may be published at the Site. Except as otherwise set forth in the Terms, we do not claim ownership over any User Content.

3.2 You are solely responsible for ensuring that any User Content you submit to the Services complies with any applicable laws and third-party rights, including to any intellectual property, privacy, and publicity rights and laws, and that all required notices have been provided to, and required consents and releases have been obtained from, individuals who are the subject of, or owners of, any User Content. We reserve the right (but have no obligation) to review any User Content and its compliance with the Terms. We have the right to take in our discretion any measures to protect us against any such violation, including to stop providing you with the Services, deny you access to the Site, Services and/or to your Account, and/or terminate your Account or subscription.

3.3 You agree to bear all risks associated with your User Content and the licensing thereof. You are solely responsible for safeguarding your User Content, and we have no duty to store copies of User Content for

availability to you or any user after such User Content has been deleted or an Account has been closed except as otherwise provided under the Terms.

3.4 You agree that we may collect and use (i) User Content, (ii) metrics regarding your use of the Services, including evaluating how you use the Services ("**Usage Data**"), (iii) technical data, and (iv) related information that is gathered periodically, to improve the Services, including to facilitate new features or improve existing features, to facilitate the provision of software updates, for product support purposes, and to provide other services (if any) to you related to the Services.

4. **USAGE LICENSE AND POLICY**

4.1 Subject to the Terms and for as long as you have a valid Account with us, we grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Services as they are provided to you by us, only as set forth in the Terms. Under the license you may use the Site and/or the Services in accordance with the terms stipulated hereunder within any territory from which you have access to the Site and/or the Services.

4.2 All software and software-as-a-service (SaaS) used in connection with the Services ("**Software**") is proprietary to us or to third parties, and any use, redistribution, sale, de-compilation, reverse engineering, disassembly, translation, or reduction of the Software is prohibited. The Software is licensed, not sold. You agree that we may update the Software without notice, at any time and in our sole discretion, and that the Terms will apply to any updated versions.

4.3 End User is granted a license to install and use the Software on an unlimited number of computers of End User.

4.4 You agree not to access (or attempt to access) the Services by any means other than through the interface that is provided by us, unless you have been specifically allowed to do so in a separate agreement with us. You specifically agree not to access (or attempt to access) any part of our Services through any automated means (including use of scripts, crawlers, or similar technologies from time to time).

4.5 No use of the Services or User Content may: (i) infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (ii) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to liability of any kind; (iii) be fraudulent, false, misleading, or deceptive; (iv) be defamatory, obscene, pornographic, vulgar, or offensive; (v) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) promote violence or actions that are threatening to any other person; or (vii) promote illegal or harmful activities or substances.

4.6 You agree that you will not use the Services to (i) decompile, disassemble, reverse engineer, copy, or transfer the Services (or otherwise extract knowledge from or create derivative works of the Services), (ii) transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation; (iii) use the Services in a manner that (a) is likely to interrupt, suspend, slow down or hinder the continuity of the Services, (b) constitutes an intrusion or attempt to break into the Services, (c) will divert of the Services' system resources, (d) may place a disproportionate load on the infrastructure of the Services, or (e) constitutes an attack on security and authentication measures of the Services; or (iv) attack the operational capacity of the Site or Services by any means, such as: sending mass e-mails (spam); carrying out hacking attempts or brute-force attacks; using or sending spy software, facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

4.7 You must use all reasonable efforts to prevent any unauthorized access to, or use of, the Site and/or Services and, in the event of any such unauthorized access or use, promptly notify us.

4.8 You agree to inform us promptly about any legal complaint, claim or action related to the User Content you have uploaded using the Services.

5. **ROKOKO ASSETS**

5.1 The license to use the Services includes a license to the assets provided/made available by us as part of the Services ("**Rokoko Assets**"). Rokoko Assets can be both sample data/assets produced and owned by us as well as Motion Library Assets owned by third parties. The license to each Rokoko Asset is limited to the period in which you have an Account. Unless otherwise stated, the definition of "Services" in the Terms also covers/includes Rokoko Assets.

5.2 The Services permit you to collaborate with other End Users, including sharing Rokoko Assets (and User Content) between Rokoko Studio Teams (as such Rokoko Studio Teams are used and defined in/by use of the Services). You represent and warrant to always respect the rights in and license terms of any Rokoko Assets (and/or User Content) purchased, shared by/with you, or otherwise used with/in the Services.

5.3 You may download and make copies of the Rokoko Assets for legitimate purposes, including back-up purposes, subject to the Terms. In addition, we acknowledge that copies of the Rokoko Assets may be made when the Rokoko Assets have been integrated as part of digital media productions. Unless expressly provided for in the license terms of the specific Rokoko Asset, you may not reproduce, distribute, sublicense, rent, lease or lend any Rokoko Asset other than as follows from the above.

5.4 You may not use any Rokoko Assets obtained or provided under this agreement for the purpose of developing, training, or enhancing machine learning and/or AI models or algorithms, whether for commercial or non-commercial purposes, without the explicit written consent of the Company.

6. **INTELLECTUAL PROPERTY RIGHTS**

6.1 The Terms do not grant you any rights in connection with any trademarks or service marks of us or our suppliers.

6.2 All title and intellectual property rights in and to the Services (including Software, images, photographs, animations, graphics, 3D graphics, video, audio, music, text, and tutorials incorporated into the Services), the accompanying printed materials, and any copies of the Services, are owned by us. All rights not expressly granted are reserved by us.

6.3 You retain all your rights to User Content and are responsible for protecting those rights. You grant us the right to access, use, or modify such User Content only as necessary to provide the Services and carry out our obligations under the Terms, including to correct errors of the Software and Services and for statistical purposes.

7. **DATA PROTECTION AND PROCESSING OF PERSONAL DATA**

7.1 We base the processing of your personal data on legitimate interest under applicable data protection law, to provide you with the necessary functionality required during the use of the Site and/or Services and to develop and improve the Site and/or Services.

8. **TERM AND TERMINATION**

8.1 Your license, subscription plan, and payment obligation will renew automatically until you cancel them. Subscription prices may change and will renew at the then-applicable subscription cost. To avoid billing for a renewed subscription period, you must cancel or downgrade your subscription before the lapse of the existing subscription period. Any downgrade shall take effect at the beginning of the next subscription period. Please be aware, that after downgrading you will lose the right to use certain Services available only under the relevant subscription plan and that may affect your ability to use your projects.

8.2 If you fail to comply with the terms and conditions of the Terms or in any way abuse or misuse the Software or Services, we may terminate the license, including all license rights granted herein, with immediate effect. If you breach the Terms or applicable law, we may also terminate your Account or your access to the Site and/or the Services immediately at any time.

8.3 In the event of a breach of the Terms, we have the right to sue for infringement and/or breach of contract, for which we will seek all damages and remedies available including attorney's fees and all associated costs plus all estimated current and future earnings incurred by you due to the abuse or misuse.

8.4 Upon termination of the license, we have the right, but not the obligation, to permanently delete your Account. Such deletion will also delete your User Content. We have no obligation to maintain your User Content, and we have no liability for any terminated use of the Site or Services, including for termination of your Account or deletion of your User Content.

9. **PUBLICITY**

9.1 Each Party hereby gives its consent to publication of the other Party's name for marketing purposes.

10. **DISCLAIMER OF WARRANTIES**

10.1 YOU UNDERSTAND AND ACCEPT THAT YOUR USE OF THE SERVIVES IS AT YOUR SOLE RISK AND THAT THE SERVICES AND SOFTWARE ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. IN PARTICULAR, WE, OUR SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND THEIR LICENSORS, DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

10.2 YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

10.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES TERMS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES TERMS AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE SERVICES.

11. **LIMITATION OF LIABILITY**

11.1 THE LIABILITY OF US AND OUR SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND OTHER AFFILIATES TOWARDS YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY UNDER THESE TERMS WILL BE LIMITED TO THE AMOUNTS PAID TO US BY YOU IN THE PAST SIX MONTHS FOR THE SERVICES RELATING TO THE DISPUTE. IN NO EVENT SHALL WE OR OUR SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND OTHER AFFILIATES BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTIUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND AFFILIATES, AND THEIR LICENSORS SHALL NOT BE LIABLE TO ŶOU FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND US OR ANY DEVELOPER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN THE SERVICES; OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES; (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; (IV) YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION;

12. **AMENDMENTS**

12.1 We reserve the right to amend the terms and conditions of the Terms at any time with 1 (one) month prior notice. The most recent version of the Terms may be found at https://www.rokoko.com/terms.

13. **EXPORT RESTRICTIONS**

13.1 Rokoko Assets available as part of the Services may be subject to laws, administrative regulations, and executive orders of those authorities responsible according to any applicable laws relating to the control of imports and exports of the Rokoko Assets ("**Export Laws**"). You agree to comply with all applicable Export Laws and you shall not export or re-export directly or indirectly (including via remote access) any part of the Rokoko Assets to anyone in any country to which a license is required under the Export Laws without first obtaining a license.

14. **VENUE AND APPLICABLE LAW**

14.1 The Terms and our relationship under the Terms shall be governed by the laws of Denmark without regard to its conflict of laws provisions. Any dispute arising out of or in connection with the Terms, including any disputes regarding the existence, validity or termination thereof, shall be settled by simplified arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Notwithstanding this, you agree that we are allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction without providing security.

EXHIBIT Q.2

The terms of use made active on or around March, 30th 2025

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

ROKOKO STUDIO AND VISION - STANDARD TERMS OF USE

Effective Date: 22 March 2025

1. PARTIES AND BACKGROUND

1.1 Rokoko Electronics ApS is a company existing and organized under the laws of Denmark (in these Terms of Use Rokoko Electronics ApS shall be referred to as the Company, we, us, or any similar expression). You may contact us through e-mail at support@rokoko.com. We have developed and operate the Rokoko Studio platform located at https://www.rokoko.com/studio (Site) and the Rokoko Vision platform located at https://www.rokoko.com/products/vision (Site), which allows users to create, store, and share 3D assets (collectively, with all other services accessible through the Site, referred to as the Services).

1.2 You are the "Customer" under these Standard Terms of Use (the "Terms") if you are (a) an individual subscribing to Services; or (b) an organization subscribing to Services to be used by one or more of your employees. If you are an organization ordering Services, the individual who agrees to this Agreement on your behalf must have the authority to bind the organization and its End Users to this Agreement.

1.3 You are the "End User" under the Terms if you have a Rokoko ID and have been using the Services in your capacity as an end user, including as an individual Customer or as an individual authorized to use the Services by an organization who is a Customer.

1.4 If we do not specify whether certain language refers to an End User or Customer, then our use of "you" refers to both End Users and Customers.

1.5 By registering an Account (as defined below) with us; by installing, copying, accessing, downloading or otherwise using Software (as defined below), or by using the Services, you agree to be bound by the Terms, which we may update from time to time. Your continued use of the Services (or any User Content downloaded from the Services) constitutes your consent to such changes following to such updates. Please read this agreement carefully and check the Terms periodically for changes. If you do not agree to the Terms and any later changes thereto, you may not use the Services.

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2.3 We offer several subscription plans, each with differing conditions, use limitations, and interfaces. Detailed description of the subscription plans, including pricing and features, are available at https://www.rokoko.com/studio/pricing. You can find specific details regarding your subscription within your Account. We reserve the right to modify, terminate or otherwise amend our subscription plans at any time, in our sole and absolute discretion, including to change the price of a subscription plan.

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subscription, you will remain responsible for any uncollected amounts, and we reserve the right to collect such amounts.

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3. USER CONTENT

3.1 You are solely responsible for all information and content that you create/generate using, submit to use, or use with or store within the Site and/or Services (including animations, 3D models, images, audio, and related content, as well as user comments) ("User Content"). We accept no responsibility for any User Content created or uploaded by you or other End Users, and you create and use such User Content at your own risk. We accept no responsibility for any User Content and give no warranty that the User Content is accurate, complete, useful for any purpose (direct or implied) that may be published at the Site. Except as otherwise set forth in the Terms, we do not claim ownership over any User Content.

3.2 You are solely responsible for ensuring that any User Content you submit to the Services complies with any applicable laws and third-party rights, including to any intellectual property, privacy, and publicity rights and laws, and that all required notices have been provided to, and required consents and releases have been obtained from, individuals who are the subject of, or owners of, any User Content. We reserve the right (but have no obligation) to review any User Content and its compliance with the Terms. We have the right to take in our discretion any measures to protect us against any such violation, including to stop providing you with the Services, deny you access to the Site, Services and/or to your Account, and/or terminate your Account or subscription.

3.3 You agree to bear all risks associated with your User Content and your licensing thereof. You are solely responsible for safeguarding your User Content, and we have no duty to store copies of User Content for availability to you or any user after such User Content has been deleted or an Account has been closed except as otherwise provided under the Terms.

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4. USAGE LICENSE AND POLICY TO SERVICES

4.1 Subject to the Terms and for as long as you have a valid Account with us, we grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Services as they are provided to you by us, only as set forth in the Terms. Under the license you may use the Site and/or the Services in accordance with the terms stipulated hereunder within any territory from which you have access to the Site and/or the Services.

4.2 All software and software-as-a-service (SaaS) used in connection with the Services ("Software") is proprietary to us or to third parties, and any use, redistribution, sale, de-compilation, reverse engineering, disassembly, translation, or reduction of the Software is prohibited. The Software is licensed, not sold. You agree that we may update the Software without notice, at any time and in our sole discretion, and that the Terms will apply to any updated versions.

4.3 End User is granted a license to install and use the Software on an unlimited number of computers of End User.

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4.6 You agree that you will not use the Services/Software to (i) decompile, disassemble, reverse engineer, copy, or transfer the Services/Software (or otherwise extract knowledge from or create derivative works of the Services/Software), (ii) transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation; (iii) use the Site/Services in a manner that (a) is likely to interrupt, suspend, slow down or hinder the continuity of the Site/Services, (b) constitutes an intrusion or attempt to break into the Site/Services, (c) will divert of the Site/Services' system resources, (d) may place a disproportionate load on the infrastructure of the Site/Services/Software, or (e) constitutes an attack on security and authentication measures of the Site/Services/Software; or (iv) attack the operational capacity of the Site or Services by any means, such as: sending mass e-mails (spam); carrying out hacking attempts or brute-force attacks; using or sending spy

software, facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

4.7 You must use all reasonable efforts to prevent any unauthorized access to, or use of, the Site and/or Services and, in the event of any such unauthorized access or use, promptly notify us.

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the license terms of the specific Rokoko Asset, you may not reproduce, distribute, sublicense, rent, lease or lend any Rokoko Asset other than as follows from the above.

5.4 You may not use any assets obtained or provided under this agreement for the purpose of developing, training, or enhancing machine learning and/or AI models or algorithms, whether for commercial or non-commercial purposes, without the explicit written consent of the Company.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Terms do not grant you any rights in connection with any trademarks or service marks of us or our suppliers.

6.2 All title and intellectual property rights in and to the Services (including Software, images, photographs, animations, graphics, 3D graphics, video, audio, music, text, and tutorials incorporated into the Services), the accompanying printed materials, and any copies of the Services, are owned by us. All rights not expressly granted are reserved by us.

6.3 You retain all rights to your User Content and are responsible for protecting those rights. You hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right to access, use, copy, and modify any intellectual property rights that arise in connection with the User Content, Usage Data and any other Data related to you (if any), strictly for the purposes of providing the Services and to exercise such other rights, which are explicitly set out in these Terms. All User Content is to be fully anonymized and never distributed in its original form from any subcontractor or third-party licensor.

6.4 Where the Customer is an organisation and where the End User is not the same as the Customer, the Customer warrants that all necessary intellectual property rights have been obtained from the End User.

7. DATA PROTECTION AND PROCESSING OF PERSONAL DATA

7.1 In connection with the use of the Site and/or Services, we may process data that qualify as personal data under the EU General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR"). Our processing of personal data is further detailed in our privacy policy, which is available on our website and updated regularly to provide sufficient information about our processing activities.[Ad1] [Ad2]

8. TERM AND TERMINATION

8.1 Your license, subscription plan, and payment obligation will renew automatically until you cancel them. Subscription prices may change and will renew at the then-applicable subscription cost. To avoid billing for a renewed subscription period, you must cancel or downgrade your subscription before the lapse of the existing subscription period. Any downgrade shall take effect at the beginning of the next subscription period. Please be aware, that after downgrading you will lose the right to use certain Services available only under the relevant subscription plan and that may affect your ability to use your projects.

8.2 If you fail to comply with the terms and conditions of the Terms or in any way abuse or misuse the Software or Services, we may terminate the license, including all license rights granted herein, with immediate effect. If you breach the Terms or applicable law, we may also terminate your Account or your access to the Site and/or the Services immediately at any time.

8.3 In the event of a breach of the Terms, we have the right to sue for infringement and/or breach of contract, for which we will seek all damages and remedies available including attorney's fees and all associated costs plus all estimated current and future earnings incurred by you due to the abuse or misuse.

8.4 Upon termination of the license, we have the right, but not the obligation, to permanently delete your Account. Such deletion will also delete your User Content. We have no obligation to maintain your User Content, and we have no liability for any terminated use of the Site or Services, including for termination of your Account or deletion of your User Content.

9. PUBLICITY

9.1 Each Party hereby gives its consent to publication of the other Party's name for marketing purposes.

10. DISCLAIMER OF WARRANTIES

10.1 You understand and accept that your use of the services is at your sole risk and that the services and software are, to the maximum extent permitted by applicable law, provided "as is" without warranty of any kind. In particular, we, our subsidiaries, holding companies and affiliates, and their licensors, do not represent or warrant to you that: (a) your use of the services will meet your requirements, (b) your use of the services will be uninterrupted, timely, secure or free from error, (c) any information obtained by you as a result of your use of the services will be accurate or reliable, and (d) that defects in the operation or functionality of any software provided to you as part of the services will be corrected.

10.2 Your use of the services is at your own discretion and risk and you are solely responsible for any damage to your computer system, or other device, or loss of data that results from such use.

10.3 To the maximum extent permitted by applicable law, you further expressly disclaim all warranties, terms, and conditions of any kind, whether express or implied, including, but not limited to any implied warranties, terms, and conditions of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement, with respect to the services.

11. LIMITATION OF LIABILITY

11.1 The liability of us and our subsidiaries, holding companies, representatives, and other affiliates towards you from all causes of action and under all theories of liability under these terms will be limited to the amounts paid to us by you in the past six months for the services relating to the dispute. In no event shall we or our subsidiaries, holding companies, representatives, and other affiliates be liable to you for any special, incidental, exemplary, punitive, or consequential damages (including loss of data, business, profits, or ability to execute) or for the cost of procuring substitute products arising out of or in connection with these terms or your use of the services, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability, or otherwise, and whether or not we have been advised of the possibility of such loss or damage. The foregoing limitations will survive and apply even if any limited remedy specified in the terms is found to have failed of its essential purpose.

11.2 You expressly understand and agree that we, our subsidiaries, holding companies, representatives, and affiliates, and their licensors shall not be liable to you for any loss or damage which may be incurred by you, including loss or damage as a result of: (i) any reliance placed by you on the completeness, accuracy, or existence of any advertising, or as a result of any relationship or transaction between you and us or any developer, advertiser, or sponsor whose advertising appears in the services; or for any permanent or temporary cessation in the provision of the services; (iii) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services; (iv) your failure to provide us with accurate account information.

12. AMENDMENTS

12.1 We reserve the right to amend the terms and conditions of the Terms at any time with 1 (one) month prior notice. The most recent version of the Terms may be found at https://www.rokoko.com/terms.

12.2 Reasons for amendments may include, but are not limited to new legislation, regulatory requirements, introduction of new features or products or changes in our business model.

13. EXPORT RESTRICTIONS

13.1 Rokoko Assets available as part of the Services may be subject to laws, administrative regulations, and executive orders of those authorities responsible according to any applicable laws relating to the control of imports and exports of the Rokoko Assets ("Export Laws"). You agree to comply with all applicable Export Laws and you shall not export or re-export directly or indirectly (including via remote access) any part of the Rokoko Assets to anyone in any country to which a license is required under the Export Laws without first obtaining a license.

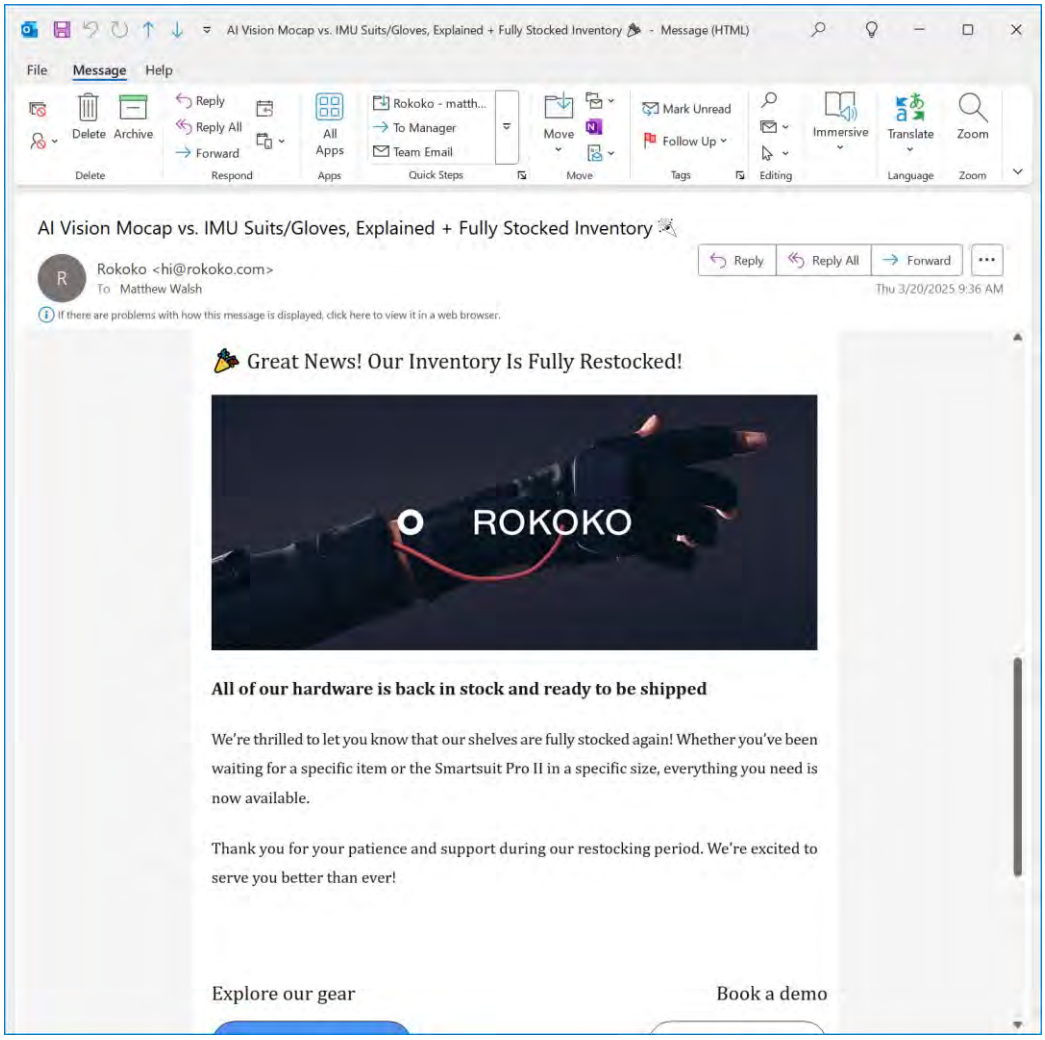
14. VENUE AND APPLICABLE LAW

14.1 The Terms and our relationship under the Terms shall be governed by the laws of Denmark without regard to its conflict of laws provisions. Any dispute arising out of or in connection with the Terms, including any disputes regarding the existence, validity or termination thereof, shall be settled by simplified arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Notwithstanding this, you agree that we are allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction without providing security.

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULTASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENSHEARING DATE: 07/01/2025HEARING TIME: 8:30AMRESERVATION ID: 595480534971

EXHIBIT R

Defendant notified consumers they finally have a full stock of hardware (post-ligitation); ending a period of inventory drought. However, just days later, Defendant claimed they do not stock inventory in-office so they could not prove inventory to Plainitff (Compl. ¶ 51). Yet, their website, shipping labels, returns and support e-mails claim otherwise.



Authentication on next page

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

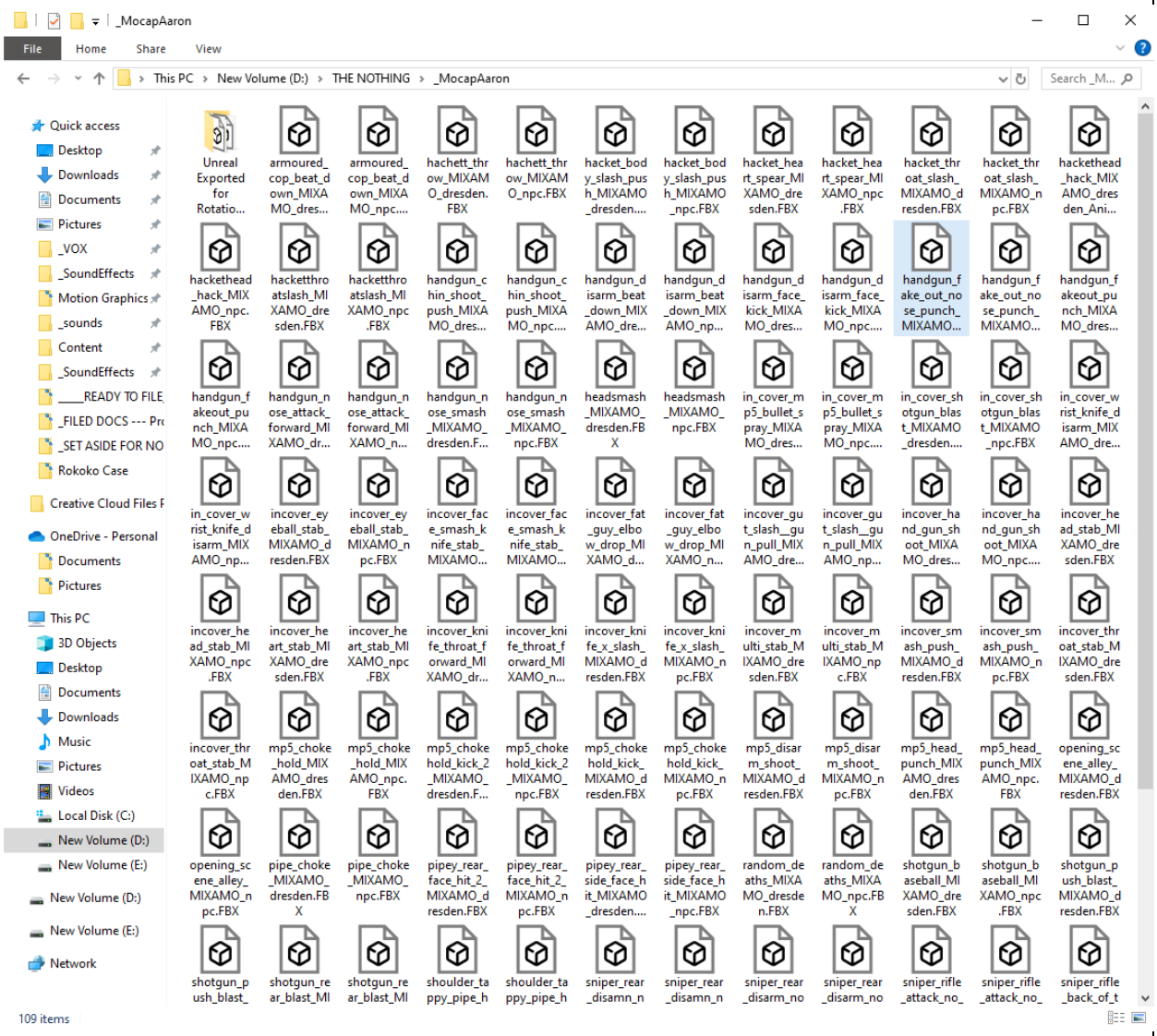
Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

EXHIBIT S

This folder represents a single day's capture from Plaintiff's video game project. Over the course of production, Plaintiff created over 450 original motion capture animations — each directed, performed, and recorded using Plaintiff's own hardware and team. These animations are typically uncut, long-form sequences that will almost always include at least three components: a lead-in transition, a primary animation body, and a lead-out transition. When prepared for in-game use, these are split into separate, standalone assets — effectively tripling the number of distinct creative works. Therefore, the actual number of infringing works unlawfully accessed and/or misappropriated by Defendant exceeds **1,350**.



Authentication on next page

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

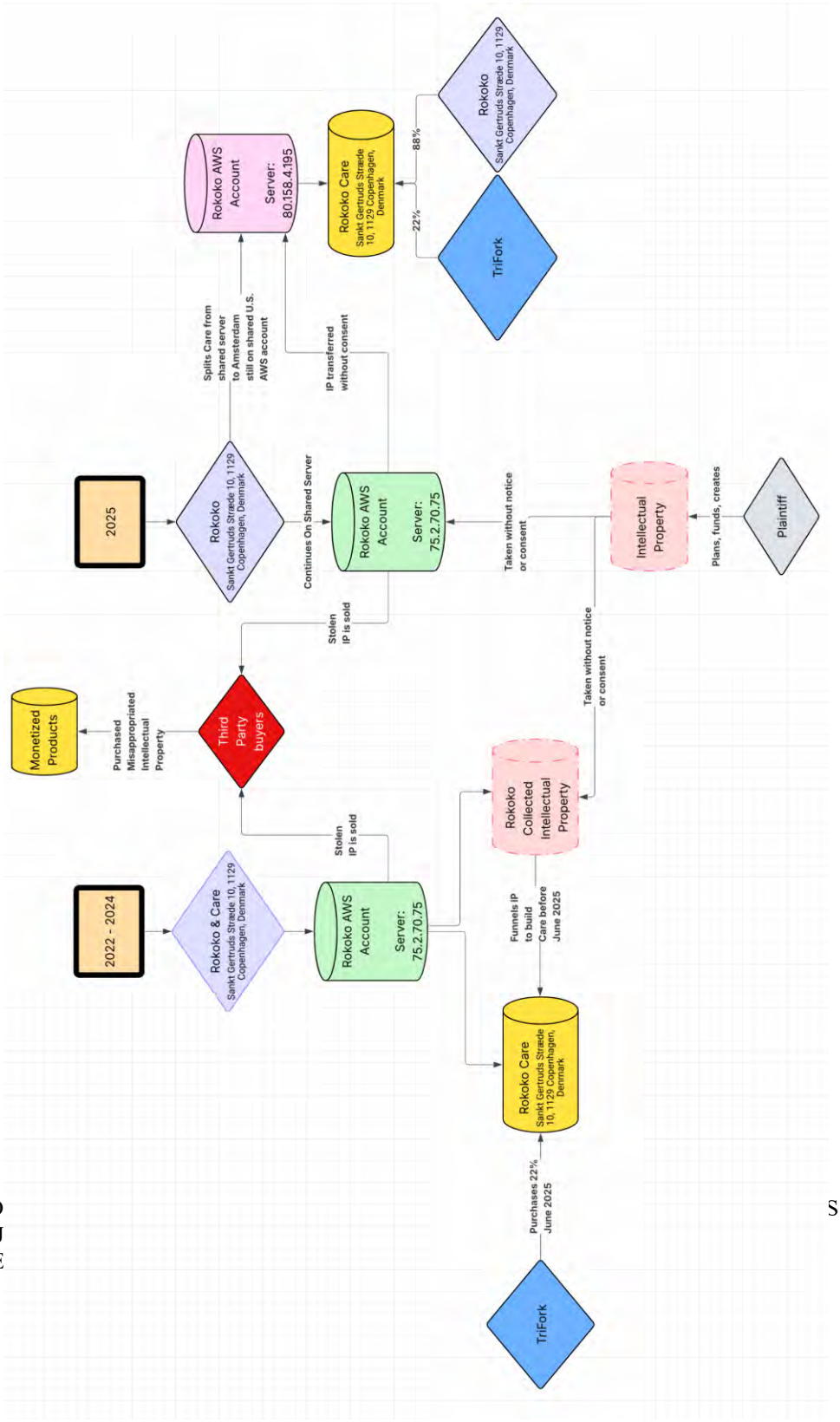
Matthew R. Walsh

Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULTASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENSHEARING DATE: 07/01/2025HEARING TIME: 8:30AMRESERVATION ID: 595480534971

EXHIBIT T

A diagram showing the interconnection between The Parallel Company and Defendant, the flow of IP to third parties, the storage, the timeline and separation thereof. Authentication on next page.



NOTICE O SSIGNED TO
DEPT. 30 J
8:30AMRE

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

EXHIBIT U

Sony cancelled Plaintiff's developer account because Plaintiff did not deliver his game in time.

PlayStation Partners Suspension

PP PlayStation Partners <no-reply@signin.playstation.net>
To matthew@winteryear.com

Reply | Reply All | Forward | ...
Wed 5/1/2024 11:05 PM

PlayStation-Partners

PlayStation Partners Account Suspended

Hello Matthew,
Your PlayStation® Partners account has been suspended due to inactivity.

If you'd like your account to be un-suspended, please contact us now.

This message is automatically generated. Please do not reply as this mailbox is not monitored.

Best regards,

Connected | Display Settings | 100%

I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

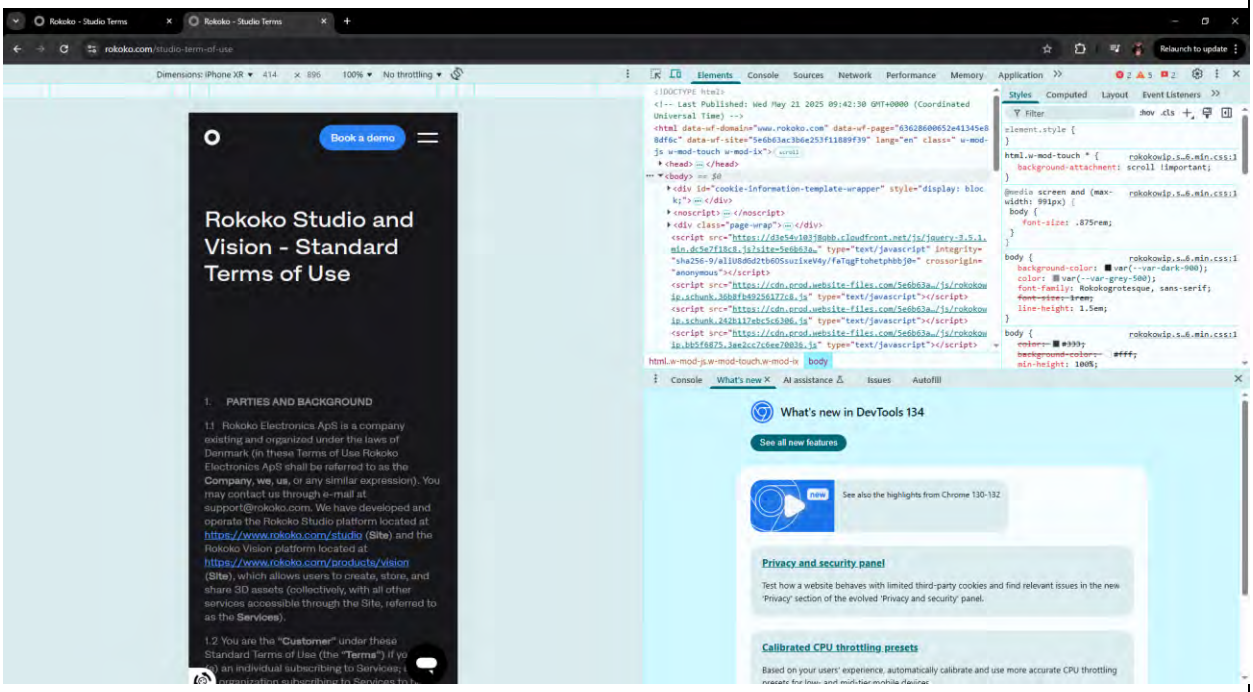
Matthew R. Walsh

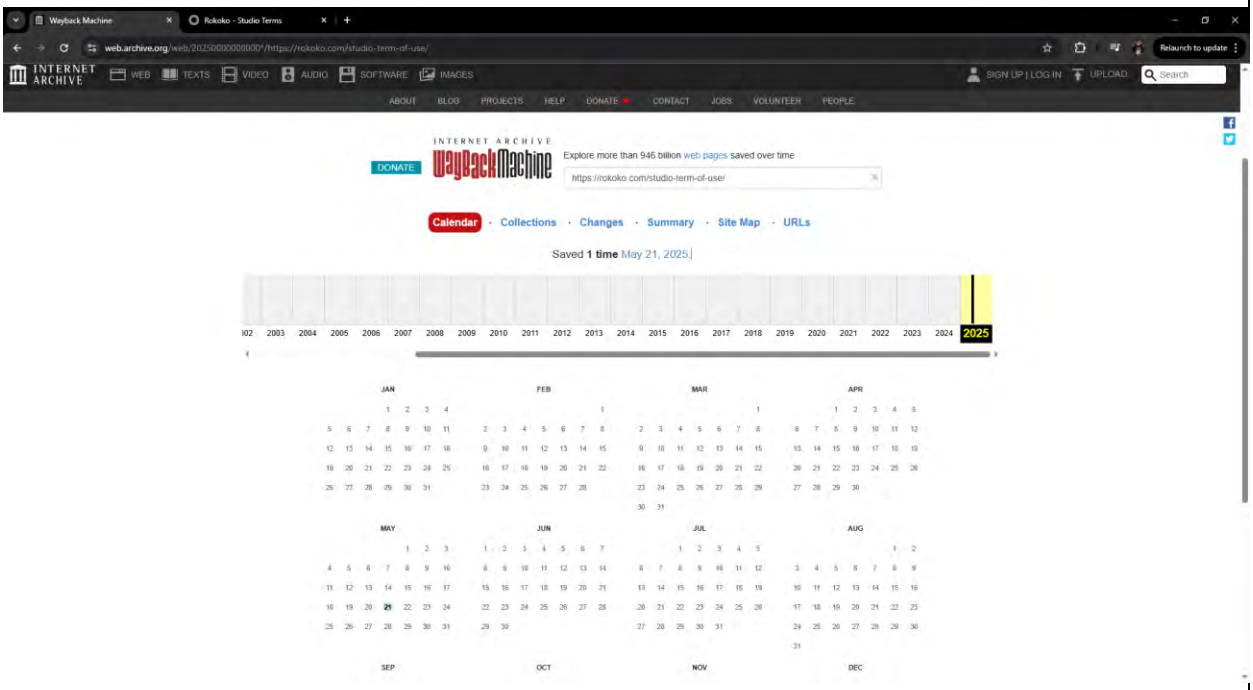
Plaintiff in pro per

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULTASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENSHEARING DATE: 07/01/2025HEARING TIME: 8:30AMRESERVATION ID: 595480534971

EXHIBIT V

Defendant unblocked the WayBackMachine and it started indexing the spoliated page again.





NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULTASSIGNED TO DEPT. 30 JUDGE: HON. DEAN J. KITCHENSHEARING DATE: 07/01/2025HEARING TIME: 8:30AMRESERVATION ID: 595480534971

Authenticated on next page

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I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California that this is a true and correct copy of a document I personally received, created, or obtained in connection with this case, and it has not been altered.

Executed this 5th day of June, 2025 in Santa Clarita, California.

Matthew R. Walsh

Plaintiff in pro per

Make a Reservation

MATTHEW R. WALSH vs ROKOKO ELECTRONICS

Case Number: 25STCV13828 Case Type: Civil Unlimited Category: Tortious Interference
Date Filed: 2025-05-12 Location: Stanley Mosk Courthouse - Department 30

Reservation

Case Name: MATTHEW R. WALSH vs ROKOKO ELECTRONICS	Case Number: 25STCV13828
Type: Motion for Summary Judgment	Status: RESERVED
Filing Party: Matthew R. Walsh (Plaintiff)	Location: Stanley Mosk Courthouse - Department 30
Date/Time: 07/01/2025 8:30 AM	Number of Motions: 1
Reservation ID: 595480534971	Confirmation Code: CR-I5DXYUXFWMYCSFAYU

Fees

Description	Fee	Qty	Amount
Motion for Summary Judgment	0.00	1	0.00
TOTAL			**$0.00**

Payment

Amount: $0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

Print Receipt | Reserve Another Hearing | View My Reservations

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
(661) 644-0012
Plaintiff In Pro Per,

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/05/2025 9:38 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Hung, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

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.: 25STCV13828 MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT Assigned to dept. 30 Judge: Hon. Dean J. Kitchens Hearing Date: 07/01/2025 Hearing Time: 8:30AM Reservation ID: 595480534971

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Assigned to dept. 30
Judge: Hon. Dean J. Kitchens
Hearing Date: 07/01/2025
Hearing Time: 8:30AM
Reservation ID: 595480534971

1. INTRODUCTION

Plaintiff Matthew R. Walsh respectfully moves for summary judgment against Defendant Rokoko Electronics. There are no triable issues of material fact. The evidence submitted

demonstrates that Defendant engaged in tortious interference, deceptive and fraudulent conduct, violations of the Song-Beverly Act, misappropriation of intellectual property, infringement of the same, other related offenses, and is liable under numerous statutory and common law claims. Further, Defendant is in procedural default, yet Plaintiff wishes to prove his case and render judgment on the merits so that it may be enforced in Denmark, where Defendant is domiciled. Summary judgment is proper pursuant to Code of Civil Procedure section 437c.

2. LEGAL STANDARD

Under California Code of Civil Procedure section 437c, summary judgment shall be granted when no triable issue of material fact exists and the moving party is entitled to judgment as a matter of law. The moving party bears the initial burden of production to make a prima facie showing of entitlement to judgment. (Aguilar v. Atlantic Richfield Co. (2001) 25 Cal.4th 826, 850.) Once met, the burden shifts to the opposing party to show that a triable issue exists. (CCP § 437c(p)(2).)

Plaintiff satisfies this burden with evidence that is undisputed, corroborated by documentation and admissions, and tied directly to legal causes of action.

ARGUMENTS

3. TORTIOUS INTERFERENCE WITH ECONOMIC ADVANTAGE

Plaintiff had existing and prospective business relationships with Sony, Nintendo, and

others, which Defendant knowingly disrupted (SSMF 1). Defendant's actions caused Sony to terminate its relationship with Plaintiff (SSMF 4). Defendant continued to interfere even after being placed on notice. (SSMF 3). These facts are undisputed.

4. VIOLATIONS OF SONG-BEVERLY ACT

Defendant admitted it does not comply with multiple requirements of the Song-Beverly Act (SSMF 8, 9). Defendant refused statutory repair or replacement (SSMF 7-9), used its breach as leverage, and ignored formal requests for relief. Summary judgment is appropriate.

5. **FRAUDULENT INDUCEMENT TO CONTRACT AND PURCHASE**

Fraudulent inducement requires a false representation, knowledge of its falsity, intent to induce reliance, justifiable reliance, and resulting harm.

Defendant made material misstatements to induce Plaintiff's purchase, including false claims about product quality, staff size, and office locations (SSMF 45, 47). Defendant also misrepresented customer base and investment figures to build trust and credibility (SSMF 46, 65). Despite these claims, Defendant disclaimed liability and contradicted their advertising through buried contract terms (SSMF 44, 48).

Defendant admitted to making false statements (SSMF 50), and Plaintiff relied on these when purchasing the product and suffered resulting harm (SSMF 51).

These facts support summary judgment on this cause of action.

6. VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT (CLRA)

To establish a CLRA violation, Plaintiff must show: (1) Defendant engaged in deceptive conduct; (2) in a consumer transaction; (3) with intent to induce purchase; and (4) Plaintiff suffered damage as a result.

Defendant made false and misleading representations to induce purchases, including misstatements about warranty, hardware quality, customer accounts, and global presence (SSMF 44–47). Defendant then disclaimed liability through contradictory contract terms (SSMF 48). These deceptive acts were made in connection with the sale of consumer products (SSMF 44) and were later expressly admitted by Defendant (SSMF 50).

Plaintiff relied on these misrepresentations when purchasing the product and was harmed (SSMF 51). Notice under Civil Code § 1782 was personally served on May 14, 2025, and Defendant did not cure (SSMF 21).

Summary judgment is appropriate as the undisputed facts establish each element of the CLRA claim. These facts are undisputed and meet all elements under the CLRA. Summary judgment is warranted.

7. **VIOLATION OF CAL. BUS. & PROF. CODE § 17200 (UNFAIR COMPETITION)**

California's Unfair Competition Law (UCL), Bus. & Prof. Code § 17200, prohibits any unlawful, unfair, or fraudulent business practice. A claim may be based on condct that is independently unlawful, violates public policy, or is likely to deceive.

Here, Plaintiff identifies at least three statutory violations forming the basis of the "unlawful" prong (SSMF 19). Defendant's actions—ranging from false advertising (SSMF 44–47), concealment and post-purchase warranty voiding disclaimers (SSMF 48), to express admissions of false statements (SSMF 50)— meet the "fraudulent" and "unfair" prongs.

These practices injured both Plaintiff and the public and provide a proper basis for relief under the UCL. Summary judgment should be granted.

8. **MISAPPROPRIATION OF INTELLECTUAL PROPERTY**

Plaintiff's I.P. was authored using Defendant's software and embedded with metadata (SSMF 22). Defendant stripped that metadata (SSMF 23), admitted to doing so for resale (SSMF 24), and expressly admitted to misappropriating Plaintiff's I.P. (SSMF 25).

That stolen I.P. was used to build "The Parallel Company" (SSMF 26), which Defendant sold in part to Trifork (SSMF 27). Trifork confirmed the source was Plaintiff (SSMF 28). No agreement authorized this use until long after commercialization (SSMF 29), and

users weren't notified until nearly a year later (SSMF 30).

Defendant openly tracks I.P. collection via a live counter (SSMF 31), harvested 312+ pieces from one session alone (SSMF 32); about 1,350+ pieces in total, and Plaintiff's work qualifies for protection (SSMF 33). Defendant made repeated admissions of intent to steal and profit from this material (SSMF 34–35), while disclaiming liability (SSMF 36).

Owners, board members, and investors were aware of the misappropriation from the start (SSMF 37). Summary judgment is warranted.

9. **VIOLATIONS OF THE DMCA**

Plaintiff's I.P. contained embedded authorship metadata created via Defendant's software (SSMF 22, 38). Defendant stripped this metadata (SSMF 23, 39) and made multiple admissions to doing so—framing it as "anonymization" for resale and aggregation (SSMF 24, 40).

These actions violate the DMCA's prohibition on the intentional removal of copyright management information with knowledge it will facilitate infringement.

The violations are not accidental or isolated; they were systematic and deliberate. Summary judgment is warranted.

10. **PRIVACY VIOLATIONS AND INTRUSION**

Defendant's software remotely receives JavaScript from an unidentified, unsecured server (SSMF 52), enabling live code injections without user awareness or consent. This forms the technical backbone for unauthorized telemetry and data harvesting.

11.

12. Defendant collects consumer data without providing any opt-in or opt-out options (SSMF 53–54), despite building opt-out functionality into the software — which it then hides from users (SSMF 55). Defendant admits to these practices and conditions continued use of paid-in-full hardware on user acceptance of ever-changing terms (SSMF 56).

These practices are inseparable from Defendant's broader misuse of consumer-generated I.P., stripped of metadata (SSMF 22–24, 39), tracked via a live aggregation counter (SSMF 31), and monetized through resale and development of parallel ventures (SSMF 25–28).

This coordinated system of hidden telemetry, nonconsensual data capture, and exploitation of user-generated content constitutes a clear violation of consumer privacy and data integrity. Summary judgment is warranted.

13. **VEIL PIERCING / ALTER EGO LIABILITY**

The evidence overwhelmingly shows Defendant and "The Parallel Company" are not distinct legal entities, but a single enterprise operating under a unified structure.

They shared the same staff (SSMF 80), same office space (SSMF 79), and the same intellectual property (SSMF 81). The COO of Defendant openly confirmed both companies operate as one (SSMF 78). They were presented to investors as a unified operation, funneling misappropriated I.P. from users into "The Parallel Company" (SSMF 82), with shared financial accounts and reports (SSMF 83).

Defendant made express admissions of this unity (SSMF 84–85), and only renamed "Rokoko Care" to "Coco Care" in the last seven months (SSMF 86). The original domain simply redirects to the new one (SSMF 87), and both entities used the same U.S.-based backend e-mail infrastructure and servers (SSMF 88, 91), Amazon AWS account (SSMF 89), and even operated from a single shared server until March 17, 2025 (SSMF 91).

That "separation" only began once litigation was imminent or already underway (SSMF 58). Defendant's COO admitted in December 2024 that "Care" is still owned by Defendant—six months after 22% was sold to Trifork (SSMF 92). Trifork invested nearly a year before users were notified of the I.P. misuse and alleged separation (SSMF 93). This proves that "The Parallel Company" had been misappropriating I.P. for years prior to any notice to users, in order to produce a product capable of sale/investment.

Moreover, Defendant created a false image of scale and legitimacy to support this unified scheme. The company claimed to operate staffed offices in Copenhagen, Athens, Los Angeles, and San Francisco — but each was either a locked basement, shared mailbox, or hot-desk workspace with no employees present (SSMF 60–63). Despite claiming a global presence and "teams" of employees in these locations (SSMF 59), Defendant's own financials state only 45 employees as of 2023 (SSMF 64), while marketing materials to investors repeatedly claimed staff counts of 80–100 and global reach (SSMF 65–66).

This deliberate fabrication of size, infrastructure, and staffing directly supports veil piercing. It shows a single entity operating under multiple masks to mislead consumers, investors, and regulators alike.

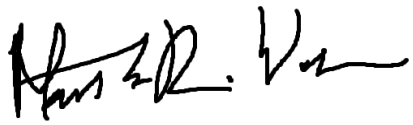
This is not a corporate structure — it is a shell. Every veil-piercing factor is met: shared control, assets, staff, operations, and intentional confusion. Summary judgment is warranted.

14. CONCLUSION

There is no triable issue of material fact. Defendant has admitted to conduct that is unlawful, deceptive, and harmful. Each claim is supported by direct evidence and uncontested facts. Plaintiff respectfully requests that the Court grant summary judgment on all causes of action and enter judgment accordingly.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 5th day of June, 2025 in Santa Clarita, California.



Matthew R. Walsh
Plaintiff In Pro Per

Make a Reservation

MATTHEW R. WALSH vs ROKOKO ELECTRONICS

Case Number: 25STCV13828 Case Type: Civil Unlimited Category: Tortious Interference
Date Filed: 2025-05-12 Location: Stanley Mosk Courthouse - Department 30

Reservation

Case Name: MATTHEW R. WALSH vs ROKOKO ELECTRONICS	Case Number: 25STCV13828
Type: Motion for Summary Judgment	Status: RESERVED
Filing Party: Matthew R. Walsh (Plaintiff)	Location: Stanley Mosk Courthouse - Department 30
Date/Time: 07/01/2025 8:30 AM	Number of Motions: 1
Reservation ID: 595480534971	Confirmation Code: CR-I5DXYUXFWMYCSFAYU

Fees

Description	Fee	Qty	Amount
Motion for Summary Judgment	0.00	1	0.00
TOTAL			**$0.00**

Payment

Amount: $0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

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ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
MATTHEW R. WALSH, in pro per
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
Plaintiff In Pro Per,

TELEPHONE NO.: (661) 644-0012 FAX NO. *(Optional):*
E-MAIL ADDRESS *(Optional):* matthew@winteryear.com
ATTORNEY FOR *(Name):* Plaintiff In Pro Per

FOR COURT USE ONLY

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/06/2025 3:23 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By L. Grim, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF
STREET ADDRESS: 111 S Hill St
MAILING ADDRESS: 111 S Hill St
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: CENTRAL DISTRICT

PETITIONER/PLAINTIFF: Matthew R. Walsh
RESPONDENT/DEFENDANT: Rokoko Electronics

PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

CASE NUMBER:
25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action.** I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:
   28450 ELON LANE
   SANTA CLARITA, CA 91350
3. On ***(date):*** 06/06/2025 I mailed from ***(city and state):*** Santa Clarita, CA
   the following **documents *(specify):***
   Memorandum of Points & Authorities

   [X] The documents are listed in the ***Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)*** (form POS-030(D)).
4. I served the documents by enclosing them in an envelope and ***(check one):***
   a. [X] **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
   b. [ ] **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelope was addressed and mailed as follows:
   a. **Name** of person served: ROKOKO ELECTRONICS
   b. **Address** of person served:
   31416 AGOURA RD STE 118
   WESTLAKE VILLAGE, CA
   91361

   [X] The name and address of each person to whom I mailed the documents is listed in the ***Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)*** (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/06/2025

Vincent Vang
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

NOTE: This form should **not** be used for proof of service of a summons and complaint. For that purpose, use ***Proof of Service of Summons*** (form POS-010).

Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the ***Proof of Personal Service–Civil*** (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at ***www.courtinfo.ca.gov/forms***.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.

2. Print your home or business address.

3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the ***Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)*** (form POS-030(D)), and attach it to form POS-030.

4. For item 4:

   Check box a if you personally put the documents in the regular U.S. mail.
   Check box b if you put the documents in the mail at your place of business.

5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the ***Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)*** (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form **Save this form** **Clear this form**

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
MATTHEW R. WALSH, in pro per
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
Plaintiff In Pro Per,

TELEPHONE NO.: (661) 644-0012 FAX NO. *(Optional):*
E-MAIL ADDRESS *(Optional):* matthew@winteryear.com
ATTORNEY FOR *(Name):* Plaintiff In Pro Per

FOR COURT USE ONLY

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Superior Court of California,
County of Los Angeles
6/06/2025 3:23 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By L. Grim, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF
STREET ADDRESS: 111 S Hill St
MAILING ADDRESS: 111 S Hill St
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: CENTRAL DISTRICT

PETITIONER/PLAINTIFF: Matthew R. Walsh
RESPONDENT/DEFENDANT: Rokoko Electronics

PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

CASE NUMBER:
25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action.** I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:
   28450 ELON LANE
   SANTA CLARITA, CA 91350
3. On ***(date):*** 06/06/2025 I mailed from ***(city and state):*** Santa Clarita, CA
   the following **documents *(specify):***
   NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT IN LIEU OF DEFAULT

   [X] The documents are listed in the ***Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)*** (form POS-030(D)).
4. I served the documents by enclosing them in an envelope and ***(check one):***
   a. [X] **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
   b. [ ] **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelope was addressed and mailed as follows:
   a. **Name** of person served: ROKOKO ELECTRONICS
   b. **Address** of person served:
      31416 AGOURA RD STE 118
      WESTLAKE VILLAGE, CA
      91361

   [X] The name and address of each person to whom I mailed the documents is listed in the ***Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)*** (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/06/2025

Vincent Vang
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

NOTE: This form should **not** be used for proof of service of a summons and complaint. For that purpose, use ***Proof of Service of Summons*** (form POS-010).

Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the ***Proof of Personal Service–Civil*** (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at ***www.courtinfo.ca.gov/forms***.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.

2. Print your home or business address.

3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the ***Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)*** (form POS-030(D)), and attach it to form POS-030.

4. For item 4:

   Check box a if you personally put the documents in the regular U.S. mail.
   Check box b if you put the documents in the mail at your place of business.

5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the ***Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)*** (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.

For your protection and privacy, please press the Clear This Form button after you have printed the form.

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ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
MATTHEW R. WALSH, in pro per
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
Plaintiff In Pro Per,

TELEPHONE NO.: (661) 644-0012 FAX NO. *(Optional):*
E-MAIL ADDRESS *(Optional):* matthew@winteryear.com
ATTORNEY FOR *(Name):* Plaintiff In Pro Per

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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By L. Grim, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF
STREET ADDRESS: 111 S Hill St
MAILING ADDRESS: 111 S Hill St
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: CENTRAL DISTRICT

PETITIONER/PLAINTIFF: Matthew R. Walsh
RESPONDENT/DEFENDANT: Rokoko Electronics

PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

CASE NUMBER:
25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action.** I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:
   28450 ELON LANE
   SANTA CLARITA, CA 91350
3. On ***(date):*** 06/06/2025 I mailed from ***(city and state):*** Santa Clarita, CA
   the following **documents *(specify):***
   NOTICE OF MOTION AND MOTION TO SHORTEN TIME TO HEAR MOTION FOR SUMMARY JUDGMENT

   [X] The documents are listed in the ***Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)*** (form POS-030(D)).
4. I served the documents by enclosing them in an envelope and ***(check one):***
   a. [X] **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
   b. [ ] **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelope was addressed and mailed as follows:
   a. **Name** of person served: ROKOKO ELECTRONICS
   b. **Address** of person served:
      31416 AGOURA RD STE 118
      WESTLAKE VILLAGE, CA
      91361

   [X] The name and address of each person to whom I mailed the documents is listed in the ***Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)*** (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/06/2025

Vincent Vang
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

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Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the ***Proof of Personal Service–Civil*** (form POS-020) if the documents were personally served.

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INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

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Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.

2. Print your home or business address.

3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the ***Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)*** (form POS-030(D)), and attach it to form POS-030.

4. For item 4:

   Check box a if you personally put the documents in the regular U.S. mail.
   Check box b if you put the documents in the mail at your place of business.

5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the ***Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)*** (form POS-030(P)), and attach it to form POS-030.

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For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form **Save this form** **Clear this form**

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
MATTHEW R. WALSH, in pro per
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
Plaintiff In Pro Per,

TELEPHONE NO.: (661) 644-0012 FAX NO. *(Optional):*
E-MAIL ADDRESS *(Optional):* matthew@winteryear.com
ATTORNEY FOR *(Name):* Plaintiff In Pro Per

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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By L. Grim, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF
STREET ADDRESS: 111 S Hill St
MAILING ADDRESS: 111 S Hill St
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: CENTRAL DISTRICT

PETITIONER/PLAINTIFF: Matthew R. Walsh
RESPONDENT/DEFENDANT: Rokoko Electronics

PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

CASE NUMBER:
25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action.** I am a resident of or employed in the county where the mailing took place.

2. My residence or business address is:
   28450 ELON LANE
   SANTA CLARITA, CA 91350

3. On ***(date):*** 06/06/2025 I mailed from ***(city and state):*** Santa Clarita, CA
   the following **documents *(specify):***
   PROPOSED ORDER GRANTING MOTION TO SHORTEN TIME FOR HEARING ON PLAINTIFFS MOTION FOR SUMMARY JUDGMENT

   [X] The documents are listed in the ***Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)*** (form POS-030(D)).

4. I served the documents by enclosing them in an envelope and ***(check one):***
   a. [X] **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
   b. [ ] **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

5. The envelope was addressed and mailed as follows:
   a. **Name** of person served: ROKOKO ELECTRONICS
   b. **Address** of person served:
      31416 AGOURA RD STE 118
      WESTLAKE VILLAGE, CA
      91361

   [X] The name and address of each person to whom I mailed the documents is listed in the ***Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)*** (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/06/2025

Vincent Vang
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

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Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

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Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.

2. Print your home or business address.

3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the ***Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)*** (form POS-030(D)), and attach it to form POS-030.

4. For item 4:

   Check box a if you personally put the documents in the regular U.S. mail.
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For your protection and privacy, please press the Clear This Form button after you have printed the form.

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ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
MATTHEW R. WALSH, in pro per
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
Plaintiff In Pro Per,

TELEPHONE NO.: (661) 644-0012 FAX NO. *(Optional):*
E-MAIL ADDRESS *(Optional):* matthew@winteryear.com
ATTORNEY FOR *(Name):* Plaintiff In Pro Per

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Superior Court of California,
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David W. Slayton,
Executive Officer/Clerk of Court,
By L. Grim, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF
STREET ADDRESS: 111 S Hill St
MAILING ADDRESS: 111 S Hill St
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: CENTRAL DISTRICT

PETITIONER/PLAINTIFF: Matthew R. Walsh
RESPONDENT/DEFENDANT: Rokoko Electronics

PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

CASE NUMBER:
25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action.** I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:
   28450 ELON LANE
   SANTA CLARITA, CA 91350
3. On ***(date):*** 06/06/2025 I mailed from ***(city and state):*** Santa Clarita, CA
   the following **documents *(specify):***
   Separate Statement

   [X] The documents are listed in the ***Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)*** (form POS-030(D)).
4. I served the documents by enclosing them in an envelope and ***(check one):***
   a. [X] **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
   b. [ ] **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelope was addressed and mailed as follows:
   a. **Name** of person served: ROKOKO ELECTRONICS
   b. **Address** of person served:
   31416 AGOURA RD STE 118
   WESTLAKE VILLAGE, CA
   91361

   [X] The name and address of each person to whom I mailed the documents is listed in the ***Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)*** (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/06/2025

Vincent Vang
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

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Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.

2. Print your home or business address.

3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the ***Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)*** (form POS-030(D)), and attach it to form POS-030.

4. For item 4:

   Check box a if you personally put the documents in the regular U.S. mail.
   Check box b if you put the documents in the mail at your place of business.

5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the ***Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)*** (form POS-030(P)), and attach it to form POS-030.

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ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
MATTHEW R. WALSH, in pro per
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
Plaintiff In Pro Per,

TELEPHONE NO.: (661) 644-0012 FAX NO. *(Optional):*
E-MAIL ADDRESS *(Optional):* matthew@winteryear.com
ATTORNEY FOR *(Name):* Plaintiff In Pro Per

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David W. Slayton,
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF
STREET ADDRESS: 111 S Hill St
MAILING ADDRESS: 111 S Hill St
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: CENTRAL DISTRICT

PETITIONER/PLAINTIFF: Matthew R. Walsh
RESPONDENT/DEFENDANT: Rokoko Electronics

PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

CASE NUMBER:
25STCV13828

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and **not a party to this action.** I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:
   28450 ELON LANE
   SANTA CLARITA, CA 91350
3. On ***(date):*** 06/06/2025 I mailed from ***(city and state):*** Santa Clarita, CA
   the following **documents *(specify):***
   Declaration OF MATTHEW WALSH NOTING DEFENDANTS FAILURE TO PLEAD AFTER APPEARANCE

   [X] The documents are listed in the ***Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)*** (form POS-030(D)).
4. I served the documents by enclosing them in an envelope and ***(check one):***
   a. [X] **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
   b. [ ] **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
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      91361

   [X] The name and address of each person to whom I mailed the documents is listed in the ***Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)*** (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/06/2025

Vincent Vang
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

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NOTE: This form should **not** be used for proof of service of a summons and complaint. For that purpose, use ***Proof of Service of Summons*** (form POS-010).

Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the ***Proof of Personal Service–Civil*** (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at ***www.courtinfo.ca.gov/forms***.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.

2. Print your home or business address.

3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the ***Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)*** (form POS-030(D)), and attach it to form POS-030.

4. For item 4:

   Check box a if you personally put the documents in the regular U.S. mail.
   Check box b if you put the documents in the mail at your place of business.

5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the ***Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)*** (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form **Save this form** **Clear this form**

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 05/23/2025 David W. Slayton, Executive Officer / Clerk of Court By: M. Quinteros Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
PLAINTIFF: Matthew R. Walsh	
DEFENDANT: Rokoko Electronics	
NOTICE OF CASE MANAGEMENT CONFERENCE	CASE NUMBER: 25STCV13828

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 09/09/2025	Time: 8:30 AM	Dept.: 30

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 05/23/2025

Dean J. Kitchens
Judicial Officer

CERTIFICATE OF SERVICE Dean J. Kitchens / Judge

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

☑ by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

☐ by personally giving the party notice upon filing of the complaint.

Matthew R. Walsh
19197 Golden Valley Road
#333
Santa Clarita, CA 91387

Dated: 05/23/2025

David W. Slayton, Executive Officer / Clerk of Court

By M. Quinteros
Deputy Clerk

EXHIBIT 4

Michael Galibois (*pro hac vice forthcoming*)
mgalibois@reedsmith.com
Emily Graue (*pro hac vice forthcoming*)
egraue@reedsmith.com
REED SMITH LLP
10 S Wacker Drive
Floor 40
Chicago, IL 60606
Telephone: +1 312 207 1000
Facsimile: +1 312 207 6400

Katherine J. Ellena (SBN 324160)
kellena@reedsmith.com
REED SMITH LLP
515 South Flower
Suite 4300
Los Angeles, CA 90071-1514
Telephone: +1 213 457 8000
Facsimile: +1 213 457 8080

Attorneys for Defendant Rokoko Electronics

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

MATTHEW R. WALSH Plaintiff, vs. ROKOKO ELECTRONICS, and DOES 1 through 50, inclusive, Defendant.	Case No.: [Removal from Superior Court of California, County of Los Angeles, Case No. 25STCV13828] **DECLARATION OF MIKKEL OVERBY** [*Filed concurrently with (1) Civil Cover Sheet; (2) Corporate Disclosure Statement and Notice of Interested Parties; and (3) Notice of Removal*]

DECLARATION OF MIKKEL OVERBY

I, Mikkel Overby, declare:

1. I am CFO and COO for Rokoko Electronics ("Rokoko"), and I have held these positions since April 2016. I make this declaration in support of the case titled *Matthew R. Walsh v. Rokoko Electronics, et. al.,* Case No. 25STCV13828 filed in the Superior Court of California, County of Los Angeles (the "State Court Action"). All of the information set forth herein is based on my personal knowledge or my review of Rokoko's corporate records, and if called to testify and be sworn as a witness, I could and would competently testify thereto.

2. In my positions as CFO and COO, I am familiar with and have personal knowledge of Rokoko's corporate structure and business operations. I have access to and regularly refer to business records concerning Rokoko's corporate organization and operations. In connection with the preparation of this declaration, I reviewed certain documents described herein that were prepared and maintained in the ordinary course of Rokoko's business.

3. On May 13, 2025 Plaintiff Matthew R. Walsh ("Plaintiff") served Rokoko Electronics with copies of the Summons and Complaint.

4. Rokoko was, at the time the State Court Action was commenced, and still is, a corporation organized and existing under the laws of the State of Delaware with a principal place of business in Copenhagen, Denmark.

5. Rokoko's Articles of Incorporation and Certificate of Good Standing, showing that Rokoko is a Delaware corporation, are attached hereto as **Exhibit 1** and **Exhibit 2** respectively.

6. Rokoko's principal place of business is located at Sankt Gertruds Stræde 10, 1129 København, Denmark, from where Rokoko's senior executives direct, control, and coordinate the company's primary business activities on a day-to-day basis, and where company's corporate and financial records are maintained in Denmark.

7. At no point prior to filing or at the time of filing was Rokoko a citizen of California. Rokoko has only ever been a Delaware corporation with a principal place of business in Denmark.

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

Executed this 11th day of June 2025, in Copenhagen, Denmark.

Mikkel Overby

EXHIBIT A

Delaware

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "ROKOKO ELECTRONICS, INCORPORATED" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-EIGHTH DAY OF MAY, A.D. 2015, AT 4:15 O`CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWENTY-SECOND DAY OF FEBRUARY, A.D. 2017, AT 5:05 O`CLOCK P.M.

CERTIFICATE OF RESIGNATION OF REGISTERED AGENT WITHOUT APPOINTMENT, FILED THE THIRTY-FIRST DAY OF AUGUST, A.D. 2021, AT 11:38 O`CLOCK A.M.

CERTIFICATE OF REVIVAL, FILED THE FIFTH DAY OF JULY, A.D. 2022, AT 2:16 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "ROKOKO ELECTRONICS, INCORPORATED".

C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

5755632 8100H
SR# 20252988480

Authentication: 203881378
Date: 06-06-25

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:17 PM 05/28/2015
FILED 04:15 PM 05/28/2015
SRV 150810992 - 5755632 FILE

CERTIFICATE OF INCORPORATION

OF

ROKOKO ELECTRONICS, INCORPORATED

ARTICLE I

The name of the corporation is Rokoko Electronics, incorporated (the "**Corporation**").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is One Commerce Center - 1201 Orange St. #600, Wilmington, New Castle County, Delaware 19899. The name of its registered agent at such address is InCorp Services, Inc.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

ARTICLE IV

The aggregate number of shares which the Corporation shall have authority to issue is 10,000,000 shares of capital stock all of which shall be designated "Common Stock" and have a par value of $0.00001 per share.

ARTICLE V

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of the Corporation. In furtherance of and not in limitation of the powers conferred by the laws of the state of Delaware, the Board of Directors of the Corporation is expressly authorized to make, amend or repeal Bylaws of the Corporation.

ARTICLE VI

(A) To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(B) The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer of the Corporation or any predecessor of the Corporation, or serves or served at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation.

(C) Neither any amendment nor repeal of this Article VI, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article VI, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE VII

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (A) any derivative action or proceeding brought on behalf of the Corporation, (B) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any director or officer of the Corporation to the Corporation or the Corporation's stockholders, (C) any action or proceeding asserting a claim against the Corporation arising pursuant to any provision of the Delaware General Corporation Law or the Corporation's Certificate of Incorporation or Bylaws, or (D) any action or proceeding asserting a claim against the Corporation governed by the internal affairs doctrine.

ARTICLE VIII

The name and mailing address of the incorporator are as follows:

Jakob Balslev
156A, Gothersgade
Copenhagen, 1123, Denmark

Executed on May 26, 2015.

Jakob Balslev

Jakob Balslev, Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:05 PM 02/22/2017
FILED 05:05 PM 02/22/2017
SR 20171149661 - File Number 5755632

STATE OF DELAWARE
CERTIFICATE OF CHANGE OF REGISTERED AGENT AND/OR REGISTERED OFFICE
OF
ROKOKO ELECTRONICS, INCORPORATED

The corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

First: The name of the corporation is ROKOKO ELECTRONICS, INCORPORATED.

Second: The name of the Registered Agent therein and in charge thereof upon whom process against this Corporation may be served is Harvard Business Services, Inc. The address of the Registered Agent is 16192 Coastal Highway, Lewes, DE 19958, County of Sussex.

Third: The foregoing change to the registered office/agent was adopted by a resolution of the Board of Directors of the corporation.

By: _____
(Signature)

Name: MIKKEL LUCAS OVERBY
(Please Print)

Title: COO
(Authorized Officer)

STATE OF DELAWARE
CERTIFICATE OF RESIGNATION OF REGISTERED AGENT WITHOUT APPOINTMENT OF A SUCCESSOR REGISTERED AGENT

Pursuant to the provisions of Section 136 of Title 8 of the Delaware General Corporation Law, the undersigned agent for service of process, in order to resign as agent without appointment of a successor agent, hereby certifies that:

1. The name of the Corporation is ROKOKO ELECTRONICS, INCORPORATED.

2. The name of the resigning agent is HARVARD BUSINESS SERVICES, INC.

3. That written notice of resignation was given to the affected Corporation at least 30 days prior to the filing of the certificate by mailing or delivering such notice to the Corporation at its address last known to the registered agent on 04/05/2021.

4. The undersigned registered agent has submitted the last provided communications contact information to the Secretary of State as required by Section 136 of Title 8.

By: Michael J. Bell

Name: Michael J. Bell

Title: President of HARVARD BUSINESS SERVICES, INC.

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:38 AM 08/31/2021
FILED 11:38 AM 08/31/2021
SR 20213125119 - File Number 5755632

STATE OF DELAWARE
CERTIFICATE FOR REVIVAL OF CHARTER

The corporation organized under the laws of the State of Delaware, the charter of which was forfeited for failure to obtain a registered agent, now desires to procure a revival of its charter pursuant to Section 312 of the General Corporation Law of the State of Delaware, and hereby certifies as follows:

1. The name of the corporation is ROKOKO ELECTRONICS, INCORPORATED

and, if different, the name under which the corporation was originally incorporated

.

2. The Registered Office of the corporation in the State of Delaware is located at 8 The Green STE R (street), in the City of Dover, County of Kent Zip Code 19901. The name of the Registered Agent at such address upon whom process against this Corporation may be served is Resident Agents Inc.

.

3. The date of filing of the Corporation's original Certificate of Incorporation in Delaware was 05/28/2015.

4. The corporation desiring to be revived and so reviving its certificate of incorporation was organized under the laws of this State.

5. The corporation was duly organized and carried on the business authorized by its charter until the 30th day of September A.D. 2021, at which time its charter became inoperative and forfeited for failure to obtain a registered agent and the certificate for revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

By: _____
Authorized Officer

Name: Jakob Balslev
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:16 PM 07/05/2022
FILED 02:16 PM 07/05/2022
SR 20222904372 - File Number 5755632

EXHIBIT B

Delaware

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ROKOKO ELECTRONICS, INCORPORATED" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF JUNE, A.D. 2025.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ROKOKO ELECTRONICS, INCORPORATED" WAS INCORPORATED ON THE TWENTY-EIGHTH DAY OF MAY, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

Charuni Patibanda-Sanchez, Secretary of State

5755632 8300

Authentication: 203881341

SR# 20252988411

Date: 06-06-25

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, 515 South Flower Street, Suite 4300, Los Angeles, CA 90071. On June 12, 2025, I served the following document(s) by the method indicated below:

NOTICE OF REMOVAL OF CIVIL ACTION
28 U.S.C. §§ 1332 AND 1441(b)

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.

☒ by transmitting via email to the parties at the email addresses listed below:

Matthew R. Walsh
19197 Golden Valley Rd #333
Santa Clarita, CA 91387
Email: matthew@winteryear.com

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on June 12, 2025, at Los Angeles, California.

Heather Valencia