

1 MATTHEW R. WALSH  
2 19197 GOLDEN VALLEY RD #333  
3 SANTA CLARITA, CA 91387  
4 (661) 644-0012

5 Plaintiff In Pro Per,

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
7 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

8 MATTHEW R. WALSH  
9 19197 GOLDEN VALLEY RD #333  
10 SANTA CLARITA, CA 91387,

11 Plaintiff In Pro Per,

12 vs.

13 ROKOKO ELECTRONICS  
14 (AND DOES 1 THROUGH 50, INCLUSIVE)  
15 31416 AGOURA RD STE 118  
16 WESTLAKE VILLAGE, CA  
17 91361

18 Defendant

Case No.: 25STCV13828

COMPLAINT FOR DAMAGES

(Tortious Interference, Fraud, Intellectual  
Property Theft, Breach of Warranty, and  
Related Claims)

19 **VENUE AND JURISDICTION**

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

23  
24 Defendant is a:

25  
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27  
28 COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY  
THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 1

- 1 1. Multi-national corporation with an \$80M valuation (Exhibit 97, 98) and  
2 offices in Denmark, Greece and the U.S. registered as a domestic  
3 corporation and doing extensive business in California in the  
4 entertainment industry.  
5
- 6  
7 2. California Corporation with an advertised principal office in San  
8 Francisco: 166 Geary St, 15th Fl. #63, San Francisco, CA 94108. Service  
9 upon any address such as PO box, UPS store, virtual office is permissible  
10 under California Code of Civil Procedure § 415.20.  
11
- 12  
13 3. California Corporation (“Reg No. 3890148”) with a principal address of  
14 498 ALABAMA STREET, SAN FRANCISCO, CA 94110. Once a  
15 foreign entity establishes themselves as a domestic corporation they  
16 voluntarily submit to the jurisdiction of that state (in this case, California)  
17 and are no longer protected from service under the Hauge convention.  
18
- 19  
20 4. California Corporation with a California bank account at Silicon Valley  
21 Bank, 3003 Tasman Drive, Santa Clara, CA 95954, ABA: 12\*\*40\*\*\*,  
22 Account: 3\*0\*3\*3\*\*\*, SWIFT: SVBKUS6S  
23
- 24  
25 5. California Corporation with a registered agent located at CORPNET  
26 INCORPORATED, 31416 AGOURA RD STE 118, WESTLAKE  
27 VILLAGE, CA 91361 which is located within Los Angeles County.  
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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))

1 **INTRODUCTION**

2

3 Plaintiff Matthew R. Walsh is a California-based video game developer with

4 published titles on major platforms and active partnerships with globally recognized

5 talent. Plaintiff is at end-stage development of an ambitious video game, of which has

6 been halted due to Defendant’s actions. This action arises from a six-year relationship

7 with Defendant Rokoko Electronics, a motion capture hardware company whose products

8 are critical to animation and game production.

9

10

11

12 What began as a standard vendor relationship turned sour after to around 40

13 denied or ignored requests to remedy a simple SONG-BEVERLY turned into a filed

14 small claims suit for no more than replacement hardware or parts (Case No.

15 25CHSC00490). Plaintiff consented to ODR where Defendant there too refused to

16 participate. Defendant requested mediation, Plaintiff accepted and attempted at least 5

17 times to settle the matter. Defendant ignored all of them. Plaintiff requested proof of

18 inventory and operations to settle, Defendant half-agreed and then disappeared letting the

19 48-hour timer expire on the offer. Settlement talks ended.

20

21

22

23 Plaintiff followed through with his weeks-long promise to bring a civil case for

24 damages, undeterred, Defendant ignored that as well. Plaintiff began his civil suit and

25 through Defendant’s own materials, revealed a broader scheme—an international

26 enterprise allegedly built on deception, fraud, and the unauthorized commercialization of

27 user-created intellectual property. At its core: a “burn-and-pay” venture capital model

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

3  
4  
5 Defendant allegedly operates a single enterprise with two distinct roles:

6  
7 **(a) The Left Hand:**

- 8       ▪ Sells motion capture gear to creators who produce proprietary animation.
- 9       ▪ Actively avoids and declines warranty, refunds, replacements or repairs.
- 10       ▪ Simultaneously harvests that proprietary animation without consent:
  - 11           ▪ Strips metadata to disassociate it from it's owners copyright.
  - 12           ▪ Uses data to train AI and build derivative tools for monetization.
  - 13           ▪ Pitches it as an asset to secure millions in investor funding.
  - 14           ▪ Misappropriates it—including to a Parallel Company under  
15               common control and to third parties.
- 16       ▪ Maintains a valuation of \$80M despite a frustrated customer base and a  
17           sinking reputation due to poor equipment quality, lack of support and  
18           service.  
19  
20  
21

22  
23 **(b) The Right Hand:**

- 24       • Markets and sells products built on that misappropriated data.
- 25       • Lures a separate class of investors into a second, coordinated venture  
26           built on the same stolen content.  
27

1 This Complaint seeks damages for direct harm, protection of Plaintiff's  
2 copyrighted work, and judicial recognition of systemic misconduct harming creators,  
3 investors, and platforms alike.  
4

5  
6 Notably, Defendant's board includes the former VP of Unity and the current Head  
7 of Roblox Studios—raising serious concerns about the downstream use of improperly  
8 acquired data. Defendant's own materials confirm a pipeline between user-generated  
9 content and enterprise commercialization. Defendant has accepted and welcomed these  
10 members and other members of the board as being involved in this matter  
11 forthcoming. *"You have involved our Board of Directors and they are now also briefed on  
12 the case and fully behind us, whichever route we choose to take. We are ready to go to  
13 trial, if needed."*  
14  
15

16  
17 Plaintiff reserves the right to amend this Complaint as discovery reveals  
18 additional facts, parties, and harms.  
19

## 20 **GENERAL ALLEGATIONS**

21  
22  
23 (1) Defendant is an international corporation which designs, manufactures and  
24 sells motion capture systems for (but not limited to) video game studio, animation  
25 studios, movie studios, etc.  
26  
27

1 (2) Plaintiff is a video game developer with title(s) under licensing by  
2 Nintendo® in about 42 different countries and pending deals with Sony® and Nintendo®  
3 and Valve®. Plaintiff's video game is contractually bound with numerous celebrities:  
4 world famous musicians, world famous actors as well as a plethora of lesser-known  
5 actors who rely on this production for income and professional growth in the industry.  
6

7  
8 (3) Plaintiff sued Defendant in this Court hoping for some attempts at  
9 settlement or resolution, however, Defendant ignored every attempt and as Plaintiff  
10 warned Defendant for months that a civil case for damages would follow if resolution  
11 was not reached, it has now been filed.  
12

13  
14 (4) Due to Defendant's illogical refusal to resolve the matter over nearly 8  
15 months, even with no cost to them, Plaintiff began researching into why they would  
16 spend money on a lawyer one month before Court instead of just replacing Defendant's  
17 hardware they destroyed.  
18

19  
20 (5) Plaintiff uncovered alleged systemic widespread legal violations including  
21 but not limited to fraud and deception of consumers and investors alike with readily-  
22 available, public evidence that is textbook express admission against interest.  
23

24  
25 (6) Plaintiff uncovered Defendants alleged fraudulent enterprise. Along with a  
26 high degree of attractive marketing, it produces and sells shoddy motion capture  
27 hardware to creators with nearly no support, fraudulent and unconscionable warranty  
28

1 terms and no path to repair, then misappropriates and infringes upon that intellectual  
2 property without authorization; strips the metadata from the copyrighted works, and  
3 misappropriates it by selling it to third-parties, allegedly Fortune 500 companies and also  
4 one of which is a Parallel Company which is just Defendant's company rebranded.  
5

6  
7 (7) Defendant's seemingly true business model is misleading investors and  
8 consumers to make well beyond \$100M, not producing any substantive product as a core  
9 business model.  
10

11  
12 (8) To attract investors: Defendant openly admits to misappropriating and  
13 infringing upon intellectual property from creators, erasing their copyright metadata, and  
14 monetizing it for companies looking to train artificial intelligence without any knowledge  
15 or authorization or opt-out measures by consumers.  
16

17  
18 (9) Defendant's enterprise, including the Parallel Company seems to be a  
19 dual-book operation. Defendant receives massive VC investments (2025's round is  
20 \$25M) to both Defendant and their Parallel Company at the same time.  
21

22  
23 (10) Consumers as well as investors of both investment vehicles are lured by  
24 materially false statements such as a "global-presence", "100 employees", "teams of  
25 employees in [various world cities]" and a market share that does not reflect reality.

26 Defendant knew at all times those statements are provably and unequivocally false.  
27

28 Defendant admits to all of these actions in their own terms of service and investor decks,

1 while consumers are left hurting from spending high-dollar amounts on hardware that  
2 breaks with no path to repair, replace or refund; or hardware they simply never receive –  
3 because Defendant does not have hardware to sell.  
4

5  
6 (11) When requested during ODR for Defendant to prove they have hardware  
7 inventory by video, they responded “*I would be happy to show you our inventory and a*  
8 *product, but we use a third party logistics provider for warehousing and logistics*  
9 *services, so we do not have finished goods at our offices.*”, which is demonstrably false  
10 using UPS shipment labels back and forth between the Parties, all coming from that  
11 specific office location and all provided by Defendant.  
12

13  
14 (12) Despite purchasing high-dollar amount equipment that Defendant claims  
15 “ships in a week”, consumers are left for months or years – without their equipment, their  
16 money returned or even communication by Defendant; all while Defendant makes  
17 \$100M+ just in VC investment alone on top of non-performant sales.  
18

19  
20 (13) Plaintiff is one of those consumers: lured by false advertising, a false  
21 brand image, a false market share and false statements, sold hardware that Defendant  
22 destroyed and refused to repair, replace or refund even during support windows.  
23 Unfortunately, Plaintiff trusted Defendant’s presence and claims and in the end, had his  
24 video game production materially halted and delayed due to Defendant’s failure to  
25 perform. Plaintiff is seeking damages for future losses.  
26  
27

1 (14) On or about May 6<sup>th</sup>, 2025, Plaintiff alleges Defendant spoliated key  
2 evidence from this case. Proof and evidence of the spoliation is present in the thirteenth  
3 cause of action “FRAUDULENT CONCEALMENT”.

4  
5  
6 (15) On or about May 7<sup>th</sup>, 2025, Plaintiff made a express admission against  
7 interest that they (a) know Plaintiff cannot work without their equipment and (b) are  
8 withholding Plaintiff’s right to replacement of that equipment under SONG-BEVERLY  
9 unless Plaintiff drop all causes of action against them (see: first cause of action)  
10

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14 **FIRST CAUSE OF ACTION:**

15 **TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC**  
16  
17 **ADVANTAGE**

18  
19 1. **COMMERCIALIZATION IS IMMINENT, DEFENDANTS ACTIONS**  
20 **HALT COMMERCIAL MOMENTUM.**

21 The commercialization and monetization of Plaintiff’s video game is not  
22 circumstantial, it is factually imminent, as Plaintiff is a video game developer  
23 with title(s) already released on major video game platforms (Exhibit 139).  
24

- 1 2. Nintendo has sent notices of the missed deadlines due to Defendant's delays  
2 (Exhibit 28).  
3  
4  
5 3. Plaintiff's video game is of high quality, a very large scale and ambitious  
6 production and is trademarked (Exhibit 140) and functionally complete aside  
7 from cinematic and gameplay animations and unfinished voice acting which  
8 first relies on animation to be completed for audio/movement synchronization.  
9  
10  
11 4. Video games require animations, Plaintiff cannot complete the animations  
12 without Defendant's equipment being operational. They have refused to  
13 comply with Song-Beverly for about 14 months at the time of filing, leaving  
14 Plaintiff's production halted and causing lost momentum, economic harm and  
15 loss of strategic positioning in terms of release dates to avoid competitors  
16 release date conflicts.  
17  
18  
19 5. **DEFENDANT DEFINITELY KNOWN OF ECONOMIC HARM**  
20 Plaintiff alleges that Defendant knew at all times that Plaintiff was producing  
21 a video game and asserts Defendant even offered a discount on hardware in  
22 exchange for social media posts on various channels of Plaintiff's. Plaintiff  
23 complied numerous (Exhibit 131) in a way that was unavoidable to  
24 Defendant's knowledge.  
25  
26  
27



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

3                   On or about May 5<sup>th</sup>, 2025, Plaintiff made about his 41<sup>st</sup> and final demand for  
4                   replacement hardware with a time limit for remedy (Exhibit 167) as a  
5                   response, Defendant made a express admission against interest in which he  
6                   openly admits knowing Plaintiff cannot continue his economic pursuits, and is  
7                   using that coercive lever as both a sword and a shield.  
8

9  
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11                   9. On or about May 7<sup>th</sup>, 2025, Defendant responded (Exhibit 168) and stated :

12  
13                   *“However, sending you motion capture equipment without having closed the*  
14                   *entire case is not an acceptable solution for us, if more claims and actions*  
15                   *from your side will continue.”*

16  
17  
18                   *“We will therefore offer to send you what you have listed below on the*  
19                   *condition that this closes the case immediately.”*

20  
21                   *“we are willing to go further and help you get quickly back to your projects”*  
22

23  
24                   *“That will allow both you and us to go back to work, which ultimately should*  
25                   *be the goal.”*  
26

1 Plaintiff responded appropriately (Exhibit 169, 170).

2  
3 **10. UNRECOVERABLE DAMAGES SUSTAINED BY PLAINTIFF**

4 Plaintiff alleges that his video game production has experienced  
5 unrecoverable damages due to Defendant's willful violations of the SONG-  
6 BEVERLY Act and reckless indifference to foreseeable harm, and as such,  
7 Plaintiff's video game production has materially stopped progressing towards  
8 release. *"Even lawful conduct becomes unlawful if the motive is improper —*  
9 *i.e., reckless indifference to foreseeable harm."* (*Pacific Gas & Electric Co. v.*  
10 *Bear Stearns & Co.* (50 Cal.3d 1118))  
11  
12

13  
14 11. Plaintiff asserts that the video game production being unable to complete  
15 cascades into additionally linked economic potential such as:  
16

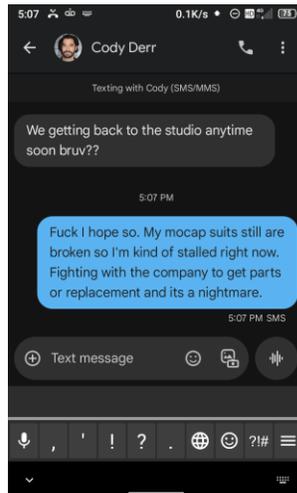
- 17  
18 a) Plaintiff has been in early-stage discussions with a production partner  
19 regarding adaptation of his IP into a multi-episode streaming series  
20 (Exhibit 124) intended for platforms such as Amazon or Hulu. These  
21 deals are largely predicated on a coordinated dual-asset release, which  
22 has been delayed and materially disrupted due to the production halt  
23 caused by Defendant's actions.  
24  
25  
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1 b) Plaintiff has merchandise deals (Exhibit 122, 125), in which customers  
2 have already provided payment or orders.

3  
4  
5 c) Plaintiff scheduled the release of books (Exhibit 125), of which orders  
6 have already been received.

7  
8 12. Plaintiff asserts this game is a financial and professional provider to *many*  
9 people; of which some contracted specifically for the central goal of this  
10 production succeeding. Well known involvements include Ron Wasserman,  
11 Alexis Mincolla, Dino Cazares, Fear Factory, among many others.

12  
13 Participants, cast, crew, actors and artists alike have been dually harmed:



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

1 14. Similar game productions such as Plaintiff's (Indie production, AA quality,  
2 game scope and size) can expect \$9M - \$18M for moderate success, \$30M+  
3 for wide commercial success.  
4

5  
6 15. Plaintiff's economic prospects are not unfounded and are not unrealistic,  
7 especially given the scope, quality (Exhibits 119 – 121), size, story (Exhibit  
8 112), famous and well known cast and crew (Exhibit 115), licensing  
9 agreements with Nintendo® and Sony® and pending Microsoft® on multiple  
10 platforms.  
11

12  
13 16. Plaintiff asserts that every day his production sits idle, with the story,  
14 graphics, characters, concepts, mechanics, gameplay foundation and other  
15 intellectual property visible for the world to see; is another day that Plaintiff  
16 may have competing products and competing studios vying to copy his  
17 creations and innovations.  
18

19  
20 17. Plaintiff asserts that every day his production sits idle, after having had a live  
21 premiere event (Exhibit 105) and after having media coverage by IGN  
22 (Exhibit 106); that the public gains growing distrust over Plaintiff's ability  
23 and capacity to release a title such as this.  
24

25  
26 18. **DEFENDANT HAD DOZENS OF CHANCES TO MITIGATE**  
27 **DAMAGES, PLAINTIFF HAD NONE**

1 Plaintiff alleges that if Defendant had made parts available, repaired or  
2 replaced the hardware as the law requires, Defendant would have minimized  
3 the delays to Plaintiff's production; as well as his own damages. At no time  
4 did Defendant attempt to mitigate in any way.  
5

6  
7 19. Plaintiff could not at any one time simply just rent new equipment and  
8 continue with production, as if it was an automobile. The equipment  
9 Defendant provides is highly specialized, requires extraneous setup and  
10 requires a steep learning curve by multiple crew members post production,  
11 animators, game developers and more. Plaintiff would essentially be required  
12 to re-tool, re-educate and re-learn the core of his business and production  
13 functions; which no reasonable person would do especially given the  
14 reputation, capacity and quality that Defendant presents in their  
15 advertisements and purported operational standing.  
16  
17

18  
19 20. Plaintiff provided Defendant with around 41 chances to act properly under the  
20 law, the most recent of which was a deadline of May 12<sup>th</sup>, 2025 to replace all  
21 equipment. Instead, Defendant responded with coercion (Exhibit 169)  
22

23  
24 21. Plaintiff asserts common causation between Defendant's failures and  
25 Plaintiff's losses is undeniably established given basic facts and logic.  
26  
27

1  
2  
3 **SECOND CAUSE OF ACTION:**  
4  
5 **VIOLATIONS OF SONG-BEVERLY ACT**  
6

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

9 Plaintiff is a protected consumer under CIV § 1798.140(i) which states  
10  
11 *“Consumer” means a natural person who is a California resident, as*  
12 *defined in Section 17014 of Title 18 of the California Code of Regulations, as*  
13 *that section read on September 1, 2017, however identified, including by any*  
14 *unique identifier.”.*  
15

16  
17 **23. REFUSES PARTS AND REPAIR, REPLACE OR REFUND**

18 Plaintiff is a customer of Defendant. Having trusted the advertising, global  
19 presence and false advertising the experience has been less than savory and  
20 has caused material harm to Plaintiff while simultaneously violating the  
21 SONG-BEVERLY Act.  
22

- 23  
24 a) On or about September 2020, Plaintiff was enticed by Defendant to  
25 move to their platform and offered a discount to do so in exchange for  
26 social media promotion and spent around \$6,000 initially.  
27

- 1 b) The first suit was faulty and needed replacement on arrival.
- 2
- 3 c) Finally in January 2021 Defendant shipped the gloves making the
- 4 unit(s) functional.
- 5
- 6
- 7 d) The gloves began disintegrating after only a few uses (Exhibit 133)
- 8
- 9 e) Less than 1 year after Plaintiff purchased his suit, Defendant began
- 10 selling it's successor unannounced and unbeknownst to Plaintiff who
- 11 would have waited.
- 12
- 13
- 14 f) Plaintiff experienced near constant problem(s) with the equipment and
- 15 was contact with Defendant fairly often.
- 16
- 17
- 18 g) Defendant released their new software "Rokoko Studio" plaintiff
- 19 began using that platform.
- 20
- 21
- 22 h) On or about March 2023, Defendant released a firmware update
- 23 through the new software which was mandatory. That update
- 24 destroyed Plaintiff's suits by causing the sensors to be programmed
- 25 with faulty code. Plaintiff would later come to learn it was likely
- 26 intentional (Exhibit 47) as Defendant knowingly released a firmware
- 27 update (version 7.2.3.0-94) which the developers specifically noted:
- 28



1 which requires repair, replace or refund.

2  
3 l) On or about November 21<sup>st</sup>, 2024, Plaintiff asked for parts since  
4 Defendant refused to repair. Defendant said they do not produce or  
5 stock parts (Exhibit 127) which is a clear violation of SONG-  
6 BEVERLY which requires parts to be “made available” for 7 years  
7 from last manufacture date of a **product or type**.

8  
9  
10 m) Defendant removed support for the Smartsuit 1 in the new software  
11 platform (“Rokoko Studio”). Now, Plaintiff’s suits are updated to a  
12 firmware incompatible with the legacy software, and will no longer  
13 work in the new software, rendering Plaintiff’s purchase entirely  
14 useless.

15  
16  
17 n) Plaintiff attempted to purchase parts multiple times., Defendant  
18 refused every time, a statutory violation of SONG-BEVERLY (Exhibit  
19 127, 129) and instead multiple times simply offered a discount to  
20 purchase all new equipment so they could continue profiting off failed  
21 hardware they caused.

22  
23  
24 o) Eventually Defendant, after facing potential legal consequences,  
25 attempted to offer used parts from a defunct suit, however, those parts  
26  
27

1 never materialized.

2  
3 p) Plaintiff attempted endless resolution with Defendant, even with their  
4 COO who also promised resolution but missed about 6 deadlines, each  
5 one with promised legal escalation. Defendant failed every possible  
6 attempt at resolution, each one a violation of the SONG-BEVERLY  
7 Act which requires parts to be made available, repair, replace or  
8 refund. Defendant denied all of those, even under notification of the  
9 law (Exhibit 135, 136).  
10  
11

12  
13 **24. ILLEGAL WARRANTY AND REFUND TERMS**

14 Defendant sells hardware products to consumers with a 1 year warranty  
15 (Exhibit 61) and 30-days money back (Exhibit 63, 3), however, Defendant  
16 starts the 30-day warranty on the date of purchase NOT the date of receipt  
17 (Exhibit 13). (*“Warranty start dates based on sale rather than delivery violate*  
18 *consumer protection statutes.” Murillo v. Fleetwood Enterprises, Inc. (17*  
19 *Cal.4th 985)*)  
20  
21

22  
23 **25. UNCONSCIONABLE TERMS AGAINST SONG-BEVERLY**

24 Defendant goes so far in just one paragraph to vastly act against nearly every  
25 protection SONG-BEVERLY offers and immediately and specifically destroy  
26 the warranty, unbeknownst to the purchaser, via unconscionable contract  
27 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**

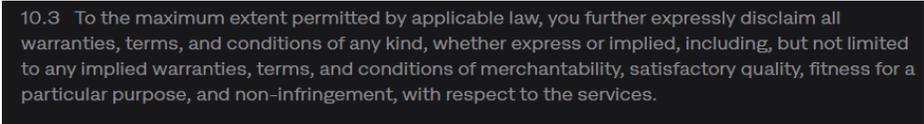
**CA BPC § 17500**

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

5  
6 *“Businesses can be held liable for deceptive conduct even if the consumer did*  
7 *not rely on the misrepresentation — only that the misrepresentation was likely*  
8 *to deceive.” (People v. Dollar Rent-A-Car Systems, Inc. (211 Cal.App.3d*  
9 *119))*

10  
11  
12 **29. ADVERTISING WARRANTY, CONTRACTING IT IMMEDIATELY**  
13 **INVALID**

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

18  
19   
20 10.3 To the maximum extent permitted by applicable law, you further expressly disclaim all  
21 warranties, terms, and conditions of any kind, whether express or implied, including, but not limited  
22 to any implied warranties, terms, and conditions of merchantability, satisfactory quality, fitness for a  
23 particular purpose, and non-infringement, with respect to the services.

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

1 32. Plaintiff reasserts and reiterates his arguments from the other causes of action  
2 in this Complaint which in themselves all constitute or have a causal link to  
3 deceptive business practices.  
4

5  
6 **33. MODIFYING TERMS ANYTIME WITHOUT MUTUAL ASSENT**

7 Plaintiff alleges Defendant offers a two-party contract to consumers who  
8 purchase or use their products and then changes the material terms of that  
9 contract, at will, at any time, with no mutual assent as required by Cal. Civ.  
10 Code § 1580. Consent is not mutual, unless the parties all agree upon the same  
11 thing in the same sense.  
12

13  
14 34. Plaintiff alleges Defendant clearly and openly admits to violating Cal. Civ.  
15 Code § 1580  
16

17 **12. AMENDMENTS**

18 12.1 We reserve the right to amend the terms and conditions of the Terms at any time with 1 (one)  
19 month prior notice. The most recent version of the Terms may be found at  
20 <https://www.rokoko.com/terms>.

21 12.2 Reasons for amendments may include, but are not limited to new legislation, regulatory  
22 requirements, introduction of new features or products or changes in our business model.

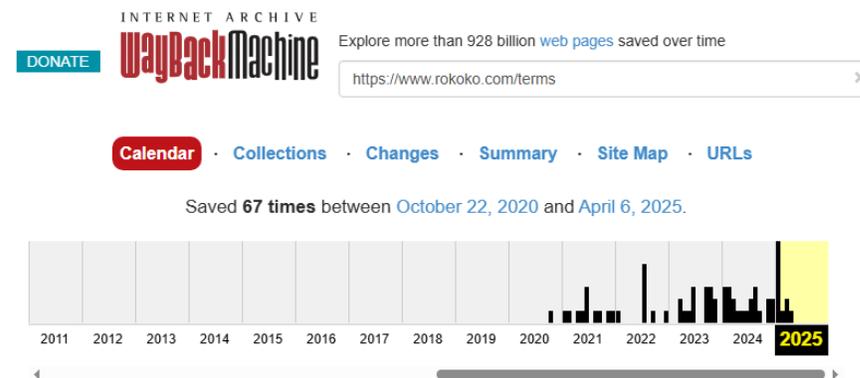
23  
24 **35. MODIFYING TERMS 67 TIMES WITH ONLY ONE NOTICE**

25 Plaintiff acknowledges Defendant has notified consumers of changes,  
26 however, only once since Plaintiff has been a customer (since 2019) and yet  
27 the terms and conditions have changed constantly (67 times) during that time  
28

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

3 **Visualization of changes in the terms and conditions at**

4 [www.rokoko.com/terms](https://www.rokoko.com/terms) :



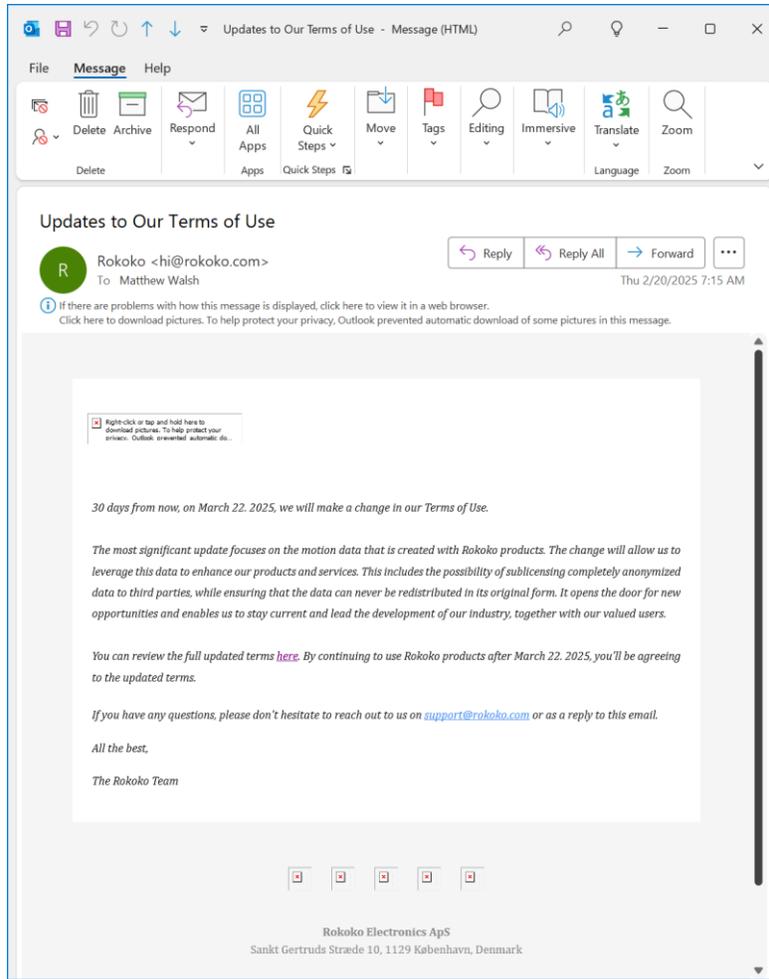
15 *“Parties to a contract have no obligation to check the terms on a periodic*  
16 *basis to learn whether they have changed. A party can't unilaterally change*  
17 *the terms of a contract; it must obtain the other party's consent before doing*  
18 *so... [Posting changes on a website] in this case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

21  
22  
23 *“Notice—actual, inquiry, or constructive—is the touchstone for assent to a*  
24 *contract, and the resulting enforceability of changed terms in an agreement.”*  
25 *(Stover v. Experian Holdings, Inc.) (Stover v. Experian Holdings, Inc., 978*  
26 *F.3d 1082 (9th Cir. 2020).*

1  
2                   *“Safeway's unilateral modification of the Special Terms without notice to the*  
3                   *customer was ineffective.” - Rodman v. Safeway Inc., No. 11-cv-03003-JST*  
4                   *(N.D. Cal. 2015)*

5  
6  
7                   **36. INTENTIONAL OBFUSCATION OF UNCONSCIONABLE TERMS**

8                   Defendant purposely attempted to comply with noticing requirements while  
9                   simultaneously obfuscating or hiding the nature of the changes by  
10                  summarizing the changes in very small, almost cursive font (a clear violation  
11                  of DMCA §1202(a)) violating CA Code Regs. Tit 10 Sec 6452 and meeting  
12                  the criteria of fraud by concealment.  
13  
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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 strict violation of Cal. Code Regs. Tit. 10, § 6452 – (“Accessibility and Readability”)

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

1 Plaintiff's claims against Defendant in regards to the intellectual property,  
2 contract and warranty claims are accurate and (b) That Defendant willfully  
3 performed these actions and that (c) Defendant intended to deprive Plaintiff  
4 and consumers of their rights under the threat of economic coercion or  
5 economic distress.  
6

7  
8 *“Duress by economic pressure may be wrongful, and thus actionable, even if*  
9 *the party exerting the pressure is pursuing a legal right.” – (Rich & Whillock,*  
10 *Inc. v. Ashton Development, Inc. (1984) 157 Cal.App.3d 1154, 1159:)*  
11

12  
13 *“If a party uses its superior bargaining power to impose oppressive terms,*  
14 *courts may find unconscionability or coercion.” – (Tarquin v. MyUncleTV,*  
15 *Inc. (2022) 82 Cal.App.5th 209:)*  
16

17  
18 **39. SECRETLY RECORDING AND TRANSMITTING IP & TELEMETRY**

19 Plaintiff alleges, that the notification to the terms of service, was 2/20/2025,  
20 however, Defendant had been secretly receiving user data, telemetry and  
21 intellectual property without any notification or authorization since 2019 even  
22 through their “Rokoko Legacy” application (Exhibits 29 – 60).  
23  
24  
25  
26  
27

1 **FIFTH CAUSE OF ACTION:**

2 **UNFAIR COMPETITION**

3  
4 40. Violating any law (Right to Repair Law (CA BPC 1793.03), CLRA)  
5 automatically triggers CA BPC 17200, which prohibits any unlawful or  
6 fraudulent business act or practice.  
7

8  
9 41. As required for CLRA, a 30-day notice was sent in or about May 15<sup>th</sup>, 2025  
10 by certified mail (Exhibit 37).  
11

12  
13  
14 **SIXTH CAUSE OF ACTION:**

15 **VIOLATION OF CLRA**

16  
17 42. CLRA requires clear, advance disclosure of material terms that affect a  
18 purchase—especially warranties, repair rights, and data use. Burying it in an  
19 unacknowledged web page is strict noncompliance.  
20

21  
22 43. All foregoing acts constitute unlawful, unfair, and fraudulent business  
23 practices under Cal. Bus. & Prof. Code §17200, including but not limited to  
24 false advertising, breach of warranty, and deceptive contractual inducement.  
25  
26

1  
2 **SEVENTH CAUSE OF ACTION:**

3 **MISAPPROPRIATION OF INTELLECTUAL PROPERTY**

4  
5  
6 **44. ADMISSION AGAINST INTEREST FOR LONG PLANNED IP THEFT**

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

10  
11  
12 a) Defendant has used the name “Rokoko Care” since at least 2016 in  
13 conjunction with motion capture. (Exhibit 79)

14  
15 b) In or about 2015, Defendant used Kickstarter to fund a project called  
16 “Salto”, a motion capture system.

17  
18  
19 c) In or about 2022, Defendant raised \$3M of capital (Exhibit 86, 87) on  
20 an investor pitch deck which specifically admits to taking intellectual  
21 property and misappropriating it to other sources such as Robotics and  
22 Automotive (Tesla, Volkswagen, Mercedes-Benz, BMW, Ford), their  
23 Parallel Company, Facebook/Meta and more. (Exhibits 83, 81)

24  
25  
26 d) With the facts set forth in the cause of action “fraudulent  
27 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**

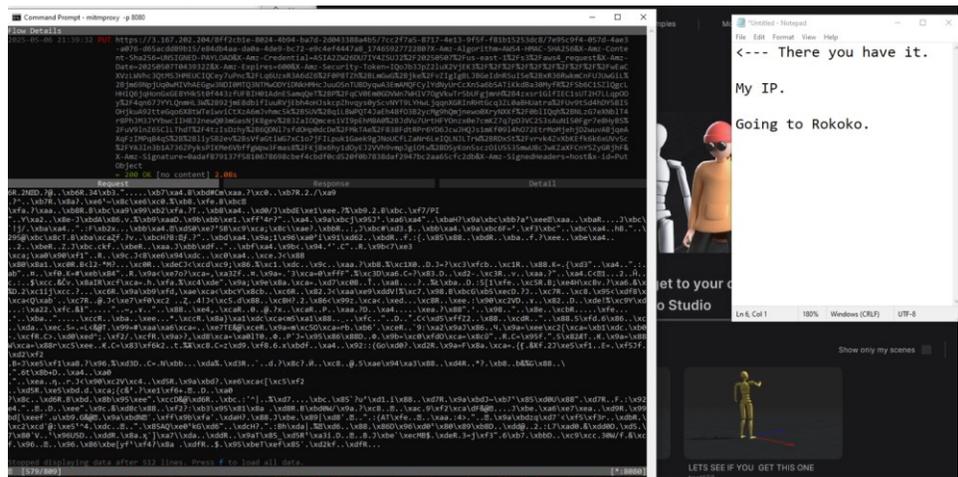
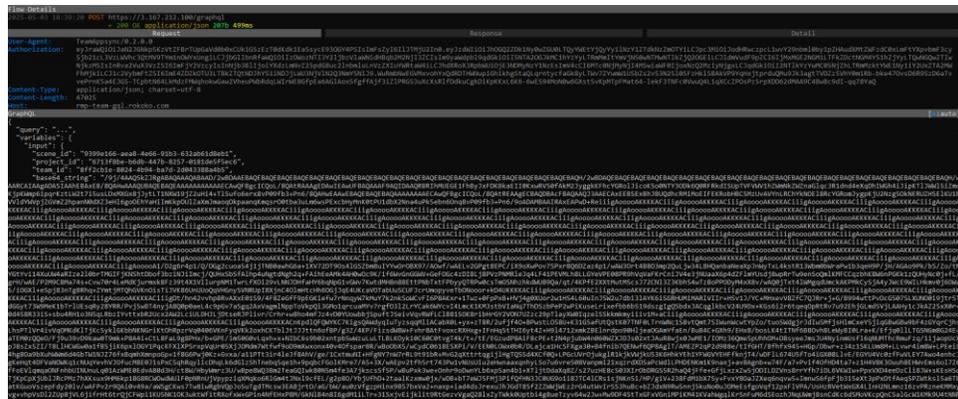
On or about February, 20<sup>th</sup> 2025; as detailed in paragraph 34: Defendant notified consumers of changes to the public terms of service page. Those changes, specifically outline that Plaintiff and other consumers protected, copyrighted, intellectual property are no longer their own. This is a 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)

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

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.

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47. Defendant admits in their terms and in their investor deck (2022) that they collect and misappropriate users intellectual property (Exhibits 78 - 87) – property Plaintiff has created with extreme costs of time and money – without any consent and sells it to a third party (aka their Parallel Company and others) violating 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

COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 35

1 other consumers expect when recording themselves, actors or others –  
2 especially for projects or products which may be of a confidential, commercial  
3 nature, or work-for-hire in which the consumer never had rights to reassign.  
4

5  
6 a) Defendant claims their products are used by massive productions and  
7 companies (Netflix, Call of Duty, The Last of Us, Lil Nas X, etc.);  
8 companies which often have strict NDA agreements to prevent their IP  
9 from being leaked, used, or resold under any circumstances.  
10  
11 Companies which have strict guidelines and NDA's in place for their  
12 productions. Defendant admits that they take IP and use it for their  
13 own ends, including resale.  
14

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

17 Defendant at all times knew that an opt-out was a requirement, and even went  
18 so far as to build it in their software, but never allow users to actually disable  
19 reporting:  
20

```
21 {  
22   "data": {  
23     "trackEvents": true  
24   }  
25 }
```

```
26   "offline_days": 1,  
27   "skip_asset_sync": false  
28 }
```

1                   Offset(h) 2A 2B 2C 2D 2E 2F Decoded text  
2                   00000000 6C 69 6D 69 74 5F {"analytics":{"enabled":true},"connect":{"limit\_  
3                   00000030 6C 73 65 2C 22 65 user\_tracking":false,"player\_opted\_out":false,"e  
4                   00000060 65 7D 2C 22 64 79 nabled":true},"performance":{"enabled":true},"dy  
5                   00000090 72 75 65 2C 22 74 namic":{"coreBusinessMetrics":{"enabled":true,"t  
6                   000000C0 68 6F 75 6C 64 43 imeToWaitForUserInfoS":60},"analytics":{"shouldC  
7                   000000F0 6E 66 6F 53 22 3A ollectAutomation":true,"timeToWaitForUserInfoS":  
8                   00000120                   60}}}|

9                   **“PLAYER\_OPTED\_OUT” = FALSE**

10                   **“LIMIT\_USER\_TRACKING” = FALSE**

11                   **“SHOULD\_COLLECT\_AUTOMATION” = TRUE**

12                   **50. DEFENDANT STRIPS METADATA**

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

17                     
18                   *“DMCA liability attaches if metadata was removed with the knowledge that it*  
19                   *would conceal infringement.” – (Stevens v. CoreLogic, Inc. (899 F.3d 666))*

20                     
21                   **51. DEFENDANTS CONTRACT RENDERS ITSELF VOID AB INITIO**

22                   Further, even if the Court did find that Defendant’s right to change the  
23                   material terms of the agreement were valid and just; Defendant’s authored  
24                   words render the changed terms of the agreement now and forever in the  
25                   future void ab initio:  
26

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.

1  
2  
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4  
5 a) In Defendant’s own contractual agreement, in which Defendant named  
6 “Terms”, on a website page Defendant named “terms”; Defendant  
7 specifically states:  
8

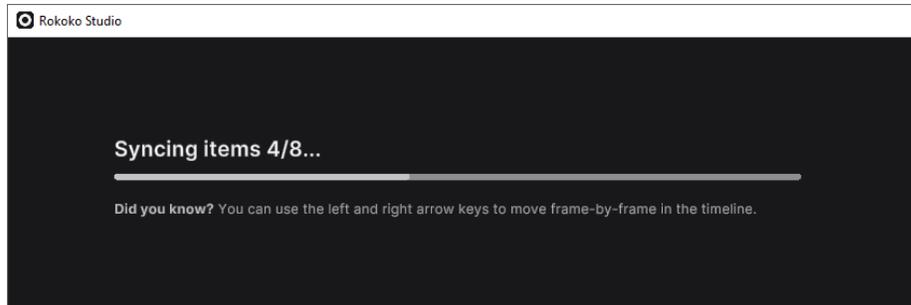
9  
10 *“you further disclaim all warranties, terms and conditions of any*  
11 *kind”*

12  
13 and even continues

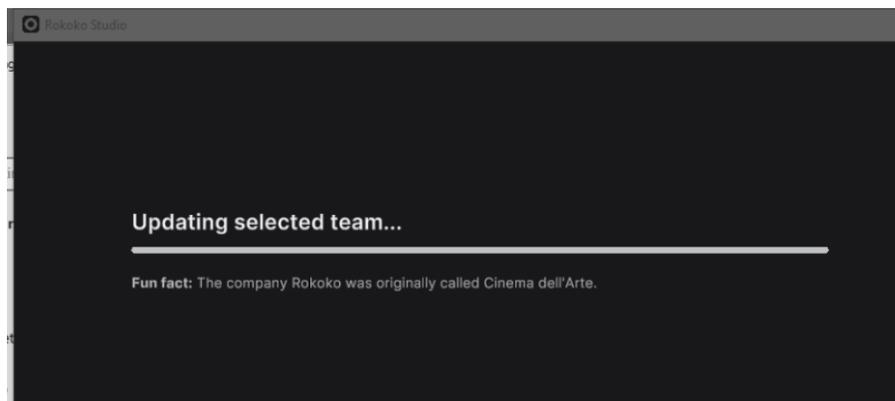
14  
15  
16 **“including, but not limited to any implied warranties, terms, and**  
17 **conditions of merchantability...”**

18  
19 i. Whether the wording was intentional or not, the meaning  
20 is clear and the ambiguity can only be interpreted in the  
21 way it is written, in favor of the reader, not the drafter per  
22 the contract interpretation doctrine, aka, California Civil  
23 Code § 1654 which states *“Any uncertainty in a contract*  
24 *is interpreted against the drafter.”*  
25  
26  
27





This dialog, post-litigation was changed to “updating selected 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 and/or AI models or algorithms, whether for commercial or non-commercial purposes, without the explicit written consent of the Company.

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

3  
4 a) *“Using AI-based computer vision technology, we can live-track users’  
5 exercises as they stand in front of their phone”*

6  
7  
8 b) *“Coco Care stems from Rokoko and a long technology journey”*

9  
10 57. The Parallel Company even states their 3-step path to get to where they are  
11 today, which involves a middle step – Defendant Rokoko as the source for  
12 Plaintiff’s misappropriated intellectual property.

13  
14  
15 *“On that journey, we’ve gone from using large motion capture studios – like*  
16 *those you see in Hollywood movies – to **sensor-based suits** and today to*  
17 *motion capture that works solely with a smartphone. The result is that it’s*  
18 *never been easier to track users’ movements and give them live feedback. “*

19  
20  
21 58. **SELF-GRANTING RIGHTS WITHOUT ANY LEGAL**  
22 **ENTITLEMENT**

23  
24 Defendant further granted themselves retroactive and perpetual royalty-free,  
25 sublicensable, worldwide, non-exclusive rights to Plaintiff’s intellectual  
26 property in their invalid contract:

1 6.3 You retain all rights to your User Content and are responsible for protecting those rights. You  
2 hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right to access,  
3 use, copy, and modify any intellectual property rights that arise in connection with the User  
4 Content, Usage Data and any other Data related to you (if any), strictly for the purposes of providing  
5 the Services and to exercise such other rights, which are explicitly set out in these Terms. All User  
6 Content is to be fully anonymized and never distributed in its original form from any subcontractor  
7 or third-party licensor.

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

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

13 4.8 You agree to inform us promptly about any legal complaint, claim or action related to the User  
14 Content you have uploaded using the Services.

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

17 6.4 Where the Customer is an organisation and where the End User is not the same as the  
18 Customer, the Customer warrants that all necessary intellectual property rights have been obtained  
19 from the End User.

20  
21  
22 60. **SUPPORTING CASE LAW**

23 *“Indirect or contributory infringement still counts if a party facilitates or*  
24 *turns a blind eye.” (A&M Records, Inc. v. Napster, Inc. (239 F.3d 1004))*

1 61. “Even linking to infringing content or enabling it creates exposure.” (*Perfect*  
2 *10, Inc. v. Amazon.com, Inc. (508 F.3d 1146)*)

3  
4  
5  
6  
7 **EIGHTH CAUSE OF ACTION:**

8 **INTELLECTUAL PROPERTY INFRINGEMENT**

9  
10  
11 62. Plaintiff reiterates and realleges the facts and allegations set forth in the  
12 seventh cause of action.

13  
14 63. **FRAUDULENT INTENT INVALIDATES CONTRACTS**

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

21  
22  
23  
24 64. **ADMISSION AGAINST INTEREST FOR IP INFRINGEMENT**

25 Defendant plainly and clearly admitted to using stolen intellectual property  
26 and even have attempted to shield themselves from liability in case anyone  
27 discovers it:

1 4.5 No use of the Services or User Content may: (i) infringe, misappropriate, or violate a third  
2 party's patent, copyright, trademark, trade secret, moral rights, or any other intellectual property  
3 rights, or rights of publicity or privacy; (ii) violate, or encourage any conduct that would violate, any  
4 applicable law or regulation or would give rise to liability of any kind; (iii) be fraudulent, false,  
5 misleading, or deceptive; (iv) be defamatory, obscene, pornographic, vulgar, or offensive; (v)  
6 promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or  
7 group; (vi) promote violence or actions that are threatening to any other person; or (vii) promote  
8 illegal or harmful activities or substances.

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

10 3.4 You agree that we may collect and use (i) User Content, (ii) metrics regarding your use of the  
11 Services, including evaluating how you use the Services, which shall be referred to as "Usage Data",  
12 (iii) technical data, and (iv) related information that is gathered periodically, (a) to provide the  
13 Services, (b) to improve the Services, including developing new features/Services or improving  
14 existing features, technologies or products, to facilitate the provision of updates, for product  
15 support purposes, (c) to improve any other services or products provided by the Company and (d)  
16 to sub-license this to third parties in an anonymized form never to be redistributed in its original  
17 form strictly for the purpose of developing and improving their services or products

18 and attempts to shield themselves from 3<sup>rd</sup> party claims:

19 4.8 You agree to inform us promptly about any legal complaint, claim or action related to the User  
20 Content you have uploaded using the Services.

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

23 4.8 You agree to inform us promptly about any legal complaint, claim or action related to the User  
24 Content you have uploaded using the Services.

25 **65. ACTUAL INFRINGEMENT OCCURRED**

26 Plaintiff alleges Defendant offers no way to opt out of the use of their  
27 copyrighted intellectual property, even though they built opt-out modes into  
28 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:



- 1 a) Defendant and their Parallel Company being one enterprise,  
2 b) AND consumer's ("Plaintiff's") intellectual property being harvested  
3 by Defendant,  
4 c) AND Defendant's own claims that they sell the intellectual property to  
5 a third party,  
6 d) AND that third party being Defendant's own Parallel Company  
7 e) AND that Parallel Company admitting they used that data for  
8 production  
9 f) AND that Parallel Company sells a product, for a profit, based on  
10 Plaintiff's data.  
11 g) AND that no valid agreement exists between the Parties for sharing IP  
12 data.  
13  
14  
15

16 68. To satisfy a claim for IP infringement, two sets of criteria must evaluate true:  
17

18 a) **Registration:**

- 19 i. **Ownership:** Plaintiff has proof of the source of the  
20 material he owns. (Exhibit 137)  
21 ii. **Validity:** Plaintiff's work is novel and non-obvious.  
22 iii. **Claim Construction:** Used without permission,  
23 Defendant made express admission.  
24

25 b) **Proving Infringement:**

- 26 i. **Direct Infringement:** Defendant used it without  
27 authorization.  
28







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

3  
4  
5 74. **RESERVATION THEREOF; AND IMMEDIATE REVOCATION OF**  
6 **CONSUMER RIGHTS**

7 Defendant's terms state they may modify "any intellectual property rights that  
8 arise [to your intellectual property]" which is unconscionable as the begins  
9 with "your retain all your rights to [intellectual property] <period>"; the  
10 clause then becomes contradictory, enabling Defendant to revoke or change  
11 those rights. Both statements written in a specific order with an intentional  
12 buffer to distract the consumer from the real intent.  
13

14  
15 6.3 You retain all rights to your User Content and are responsible for protecting those rights. You  
16 hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right to access,  
17 use, copy, and modify any intellectual property rights that arise in connection with the User  
18 Content, Usage Data and any other Data related to you (if any), strictly for the purposes of providing  
19 the Services and to exercise such other rights, which are explicitly set out in these Terms. All User  
20 Content is to be fully anonymized and never distributed in its original form from any subcontractor  
21 or third-party licensor.

18  
19  
20 *"If a man is induced to enter into a contract by a false representation it is not*  
21 *a sufficient answer to him to say, 'If you had used due diligence you would*  
22 *have found out that the statement was untrue.'" (Redgrave v Hurd (1881) 20*  
23 *Ch D 1)*

24  
25 75. Defendant specifically declares in which ways they can use Plaintiff's  
26 intellectual property creations while simultaneously denying Plaintiff the  
27

1 ability to use his own IP in the exact same way that Defendant does;  
2 constituting substantiative unconscionability (CA Civ Code § 1670.5).

3  
4 5.4 You may not use any assets obtained or provided under this agreement for the purpose of  
5 developing, training, or enhancing machine learning and/or AI models or algorithms, whether for  
6 commercial or non-commercial purposes, without the explicit written consent of the Company.

7 a) Plaintiff purchased the equipment, paid in-full, outright from  
8 Defendant entirely without restrictions as is the case with likely the  
9 vast majority of consumers buying Defendant's equipment (they don't  
10 offer lease options or rentals) which therefore constitutes procedural  
11 unconscionability under CA Civ Code § 1670.5  
12

13  
14 76. It is unconscionable that Defendant redefined "Intellectual Property" as "User  
15 Content", a negligent misstatement made with intentful purpose; considering  
16 both phrases are both comprised of two words, almost equal length, and yet  
17 the former is definitive and the latter is functionally ambiguous.  
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19  
20 3.4 You agree that we may collect and use (i) User Content, (ii) metrics regarding your use of the  
21 Services, including evaluating how you use the Services, which shall be referred to as "Usage Data",  
22 (iii) technical data, and (iv) related information that is gathered periodically, (a) to provide the  
23 Services, (b) to improve the Services, including developing new features/Services or improving  
24 existing features, technologies or products, to facilitate the provision of updates, for product  
25 support purposes, (c) to improve any other services or products provided by the Company and (d)  
26 to sub-license this to third parties in an anonymized form never to be redistributed in its original  
27 form strictly for the purpose of developing and improving their services or products

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

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7 i. Record a consumers movements  
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10 ii. AND is sold to video game producers, film makers,  
11 animators; all knowledgeable skilled people  
12  
13 iii. AND are likely in a professional setting or capacity in  
14 which the product is often confidential, work for hire or  
15 not definitive under fair use under 17 U.S.C. Section 107.  
16

17  
18 b) A high-level understanding of the technology is that it performs the  
19 same overarching function that the video camera in your cell phone  
20 does. In fact, your cell phone can perform the same functions and  
21 generational output of usable motion capture data that Defendant's  
22 product can. Yet – the maker of your phone camera does not own your  
23 images, videos, recordings; you do (17 U.S.C. Section 107). Yet,  
24 unconscionably, Defendant takes it one step farther and asserts  
25 unconscionable worldwide, non-exclusive, royalty-free, sublicensable  
26  
27 rights to your intellectual property – in perpetuity:

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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.

77. **ADVERTISE A WARRANTY, SECRETLY CONTRACT ITS**

**IMMEDIATE DEMISE**

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. 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:

1 **10. DISCLAIMER OF WARRANTIES**

2 10.1 You understand and accept that your use of the services is at your sole risk and that the  
3 services and software are, to the maximum extent permitted by applicable law, provided “as is”  
4 without warranty of any kind. In particular, we, our subsidiaries, holding companies and affiliates,  
5 and their licensors, do not represent or warrant to you that: (a) your use of the services will meet  
6 your requirements, (b) your use of the services will be uninterrupted, timely, secure or free from  
7 error, (c) any information obtained by you as a result of your use of the services will be accurate or  
8 reliable, and (d) that defects in the operation or functionality of any software provided to you as part  
9 of the services will be corrected.

10 10.3 To the maximum extent permitted by applicable law, you further expressly disclaim all  
11 warranties, terms, and conditions of any kind, whether express or implied, including, but not limited  
12 to any implied warranties, terms, and conditions of merchantability, satisfactory quality, fitness for a  
13 particular purpose, and non-infringement, with respect to the services.

14 **79. CONTRACTING YOUR WAY OUT OF FALSE ADVERTISING**

15 **LAWS**

16 It’s unconscionable to advertise a product falsely, then insert terms into a  
17 mutual contract which state that if a consumer believed those advertisements  
18 and experienced any losses or damages, Defendant is not liable:

19 11.2 You expressly understand and agree that we, our subsidiaries, holding companies,  
20 representatives, and affiliates, and their licensors shall not be liable to you for any loss or damage  
21 which may be incurred by you, including loss or damage as a result of: (i) any reliance placed by you  
22 on the completeness, accuracy, or existence of any advertising, or as a result of any relationship or  
23 transaction between you and us or any developer, advertiser, or sponsor whose advertising appears  
24 in the services; or for any permanent or temporary cessation in the provision of the services; (ii) the  
25 deletion of, corruption of, or failure to store, any content and other communications data  
26 maintained or transmitted by or through your use of the services; (iv) your failure to provide us with  
27 accurate account information.

28 This is prima facie unconscionability in direct violation of CA Civ. § 3513  
which states “*a law established for a public reason cannot be contravened by  
a private agreement.*”

*"A provision in any contract...that purports to waive, in all fora, the statutory*

1 *right to seek public injunctive relief under the UCL, the CLRA, or the false*  
2 *advertising law is invalid and unenforceable under California law." (McGill*  
3 *v. Citibank, N.A., 2 Cal. 5th 945 (2017))*

4  
5  
6 *"Plaintiffs who can truthfully allege they were deceived by a product's label*  
7 *into spending money to purchase the product, and would not have purchased*  
8 *it otherwise, have 'lost money or property' within the meaning of the UCL and*  
9 *have standing to sue." (Kwikset Corp. v. Superior Court, 51 Cal. 4th 310*  
10 *(2011))*

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14 **80. DEMANDING ARBITRATION WITH CONTRACT THAT CHANGES**

15 **AT WILL**

16 It is unconscionable to reserve the right to change a contract at any time, while  
17 simultaneously demanding arbitration. Defendant cannot wield the omni  
18 potential for contractual change while also chilling access to the courts and  
19 controlling dispute resolution creating a king vs commoner imbalance of  
20 power.  
21

22  
23 **14. VENUE AND APPLICABLE LAW**

24 14.1 The Terms and our relationship under the Terms shall be governed by the laws of Denmark  
25 without regard to its conflict of laws provisions. Any dispute arising out of or in connection with the  
26 Terms, including any disputes regarding the existence, validity or termination thereof, shall be  
27 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.

1                   *“Because Blockbuster reserves the right to change the contract at any time*  
2                   *without notice, the contract is illusory and the arbitration provision*  
3                   *unenforceable.” (Harris v. Blockbuster Inc., 622 F. Supp. 2d 396 (N.D. Tex.*  
4                   *2009))*

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9                   **CAUSE OF ACTION:**

10                   **ILLEGAL DEPLOYMENT OF CODE & PRIVACY VIOLATIONS**

11                   **CFAA§ 1030, Cal. Penal § 502,**

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15                   81. Plaintiff created, enabled and actively uses a secret backdoor within Plaintiff’s  
16                   software which allows them to send remote client-side JavaScript code of any  
17                   purpose, directed not only at Plaintiff but at any specific user, and execute it at  
18                   will on that users machine without authorization or their knowledge. This  
19                   code can be of malicious intent if so deemed. Defendant’s software is  
20                   PC/Desktop based, not web-based, yet JavaScript code was found being sent  
21                   to Plaintiff’s machine. (Exhibit 49)

22  
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24  
25                   This violates constitutes clear violations of:

- 26                   a) The Computer Fraud and Abuse Act (18 U.S. Code § 1030)
- 27                   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 for Defendant to force users intellectual property (Exhibits 56, 35, 36, 38, 53) and telemetry usage (Exhibits 30, 31, 32, 33) to their 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**

1 83. Plaintiff reiterates and realleges through the causes of action herein, that  
2 consumers were provided an alternate reality from actuality and; at all times  
3 Defendant knew it would be relied on so that they could defraud those  
4 individuals of intellectual property and monetary resources alike while  
5 simultaneously forcing them to agree to unconscionable terms and conditions  
6 without any knowledge of those conditions whatsoever.  
7

8  
9 *“A defendant's intent to defraud is inferred if the misrepresentation was made*  
10 *with reckless disregard for its truth.” Lazar v. Superior Court (12 Cal.4th*  
11 *631)*  
12

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15 **TWELTH CAUSE OF ACTION:**

16 **FRAUDULENT MISREPRESENTATION TO INVESTORS**  
17

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

20 Plaintiff alleges, the Parallel Company shared a common name with  
21 Defendant (Rokoko Care vs. Rokoko), however, likely to shield liability, it  
22 was renamed to Coco Care and then Coco. The website address  
23 [www.rokokocare.com](http://www.rokokocare.com) simply forwards to the new website for the rebranded  
24 Parallel Company [www.cococare.io](http://www.cococare.io) proving a literal technological link  
25 between the companies (Exhibit 134).  
26  
27

1 85. Plaintiff alleges that Defendant operates two distinct investment vehicles  
2 (Exhibit 95, 96) which utilize the same office space (Exhibit 95, 96, 65), the  
3 same staff (Exhibit 80,144-157), the same ownership (Exhibit 80,144-157),  
4 shared intellectual property (Exhibit 75-87). In fact, Defendant references this  
5 in their investor pitch deck (Exhibit 75-87) and for these reasons and others in  
6 this cause of action, they are one in the same: a singular enterprise.  
7

8  
9 *"Among the many factors to be considered in applying the doctrine are the*  
10 *commingling of funds and other assets of the two entities, the holding out by*  
11 *one entity that it is liable for the debts of the other, the identical equitable*  
12 *ownership in the two entities, the use of the same offices and employees, the*  
13 *use of one as a mere shell or conduit for the affairs of the other, inadequate*  
14 *capitalization, disregard of corporate formalities, lack of segregation of*  
15 *corporate records, and identical directors and officers." (210 Cal.App.2d 825*  
16 *(1962))*  
17  
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19  
20 86. Plaintiff alleges Defendant's separate vehicles each **receive separate venture**  
21 **capital investments** simultaneously yet that money yields different returns  
22 and different risks for investors, all while vast sums of money go to the same  
23 endpoints: almost entirely in the pockets of the company officers and board  
24 (Exhibit 99).  
25  
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27

1 87. On or about May 5<sup>th</sup>, 2025 Defendant made direct express admissions against  
2 interest (Exhibit 143) in stating:  
3

4  
5 a) **““Care” evolved as a research project in Rokoko. “**

6 Defendant admits the so-called ‘separate’ entity originated directly  
7 within Rokoko, sharing research, staff, IP, and infrastructure—making  
8 it a continuation, not a break.  
9

10  
11 b) ***“When the project matured, it was spun off as a separate legal entity  
12 along with the tech that the Care team had developed.”***

13 Defendant confirms the core intellectual property used in the ‘Parallel  
14 Company’ was developed within Rokoko, before any formal corporate  
15 separation—satisfying multiple elements of corporate veil piercing,  
16 including shared assets and non-arm’s-length transfers.  
17

18  
19 c) ***“Today, it has no affiliation with Rokoko”***

20 Defendant concedes there *was* affiliation prior to VC funding.  
21

22  
23 d) ***““we” therefore also required that “they” changed the company  
24 name to avoid confusion”***

25 Defendant (Mikkel Overby), who is staffed also by Defendant and it’s  
26 Parallel-Company in his same capacitive role, openly admits to  
27 deliberately rebranding the same tech, developed under the same roof,  
28

1 by the same team, using the same IP—confirming an effort to obscure  
2 continuity and mislead public perception of separation. The alleged  
3 separation occurred only 7 months ago from the date of filing (Exhibit  
4 157)  
5

6  
7 e) *“All parties involved from including the team, legal counsel and  
8 accountants will confirm this.”*

9 Defendant admits all involved parties, across both entities, are the  
10 same—lawyers, accountants, the “board” and operational staff—  
11 satisfying legal tests for common control, commingling, and unity of  
12 interest under the Alter Ego doctrine.  
13  
14

15 **88. DEFENDANT MADE FALSE STATEMENTS AGAINST**  
16 **INVOLVEMENT, EVIDENCE PROVES OTHERWISE**  
17

18 Defendant’s COO Mikkel Overby, after being provided the civil complaint,  
19 stated: *“”we” therefore also required that “they” changed the company name*  
20 *to avoid confusion.* He attempted to paint the entity as separate and unique,  
21 however, his name is continuously mentioned in the same role (Exhibits 144 -  
22 156), and alongside the same owners and board mentioned in the investor  
23 pitch deck; and even posts about the Parallel-Company himself on LinkedIn  
24 (Exhibit 148).  
25  
26  
27

1 89. In addition to numerous pieces of evidence that tie Rokoko to Rokoko Care  
2 (aka Coco), Trifork Investments, a new ~22% shareholder of Defendant's  
3 specifically named the owners and the COO Mikkel in a press release (Exhibit  
4 154) and admits that they "*bring deep insights into physiotherapy, along with*  
5 *advanced motion capture technologies*", such as the kind Defendant  
6 developed using misappropriated intellectual property before creating a  
7 separate investment vehicle for new venture capital money.  
8

9  
10 90. Additionally, Trifork (~22% shareholder) also stated "***Rokoko Care evolved***  
11 ***from Rokoko, a tech company with a decade of experience in motion capture***  
12 ***and customers in over 100 countries***" (Exhibit 155). This statement from a  
13 quarter shareholder is a bona fide express admission against interest.  
14

15  
16 91. Plaintiff alleges a coordinated scheme between multiple entities to solicit  
17 funds through misrepresentation, all while operating as a singular enterprise  
18 under different names, satisfying the Alter Ego Doctrine.  
19

20  
21 *"The purpose of the alter ego doctrine is not to protect every unsatisfied*  
22 *creditor, but rather to prevent misuse of the corporate form in circumstances*  
23 *where adherence to the fiction of separate corporate existence would sanction*  
24 *a fraud or promote injustice."* (39 Cal.3d 290 (1985))  
25  
26  
27

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

3                   Plaintiff alleges that by misrepresenting to investors to gain over \$100M in  
4                   VC funding (Exhibit 97, 98), using that funding for vast marketing campaigns  
5                   and these findings being omnipresent in public while consumers research and  
6                   shop for high-dollar equipment like that of the Defendant’s, consumers, like  
7                   Plaintiff are equally as harmed due to the causal misrepresentation that would  
8                   never be possible if not for the ill-gotten gains.  
9

10  
11                   *"A misrepresentation made in a business context, even if not directly part of*  
12                   *the product transaction, is actionable if it induced the plaintiff’s reliance and*  
13                   *caused injury." (Lazar v. Superior Court, 12 Cal.4th 631 (1996))*  
14

15                   *"Economic injury from relying on a false representation, even indirectly,*  
16                   *satisfies standing under UCL." (Unfair Competition Law (UCL, CA BPC*  
17                   *§17200))*  
18  
19

20  
21                   **93. FRAUDULENT FINANCIAL STATEMENTS**

22                   Defendant’s own financial statements show they paid their staff \$8M dollars  
23                   more than their revenue in 2023 (Exhibit 99). In 2022, their revenue was 32M  
24                   DKK (and staff was paid \$4.8M).  
25  
26  
27

1 94. Defendant's financial statements (Exhibit 100) shows falsities claiming  
2 property, manufacturing plant(s) and equipment despite no physical locations  
3 of any kind, equity investments in other group entities, inventories of 37M  
4 DKK (\$5.6M) and 30 DKK (\$4.5M) (respectively despite having no  
5 warehouse or inventory of any kind and only 1.3M DKK (\$197k) banked cash  
6 (2023), claiming a total in assets of 106M DKK (\$16M)  
7

8  
9 95. Defendant's financial statements (Exhibit 99) claim 4M DKK (\$606k) (2023)  
10 and 3M DKK (\$455k) (2022) respectively for depreciation on property (they  
11 have none), a plant (they do not possess one) and equipment (they have no  
12 physical locations with any equipment).  
13

14  
15 96. **PREDICATE ACTS SATISFY RICO**

16 Plaintiff alleges Defendant committed predicate acts described elsewhere in  
17 this complaint and additionally under 18 U.S.C. § 1961(1) as the acts  
18 described herein were committed through electronic means, emails, pitch  
19 decks, website and interstate communications.  
20

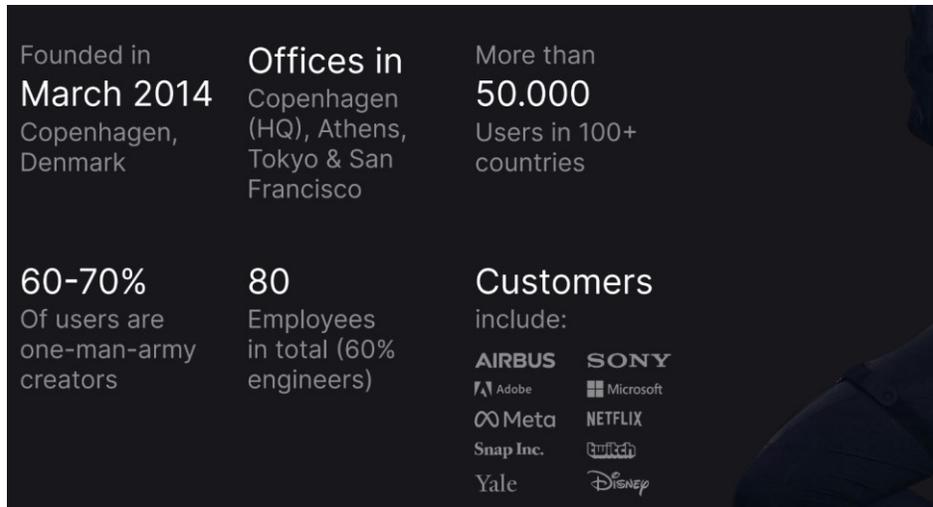
21  
22 97. Further, Plaintiff alleges Defendant engages in money laundering (18 U.S.  
23 Code § 1956) by selling stolen intellectual property from their company to  
24 their Parallel Company, despite being a unified enterprise under the guise of a  
25 fake sale (prohibited under 18 U.S. Code § 1956(a)(1)(B)). Defendant admits  
26  
27

1 this openly in their terms of service.

2  
3 98. Plaintiff reserves the right to assert a claim for civil RICO under 18 USC 1962  
4 upon the discovery of additional evidence supporting such a claim of  
5 racketeering activity.  
6

7  
8 **99. FALSE FRONTS AND STATEMENTS MISLEAD INVESTORS INTO**  
9 **GLOBAL PRESENCE WITH INFLATED WORKFORCE**

10 Plaintiff alleges Defendant operates false-fronts to confuse and deceive  
11 investors and consumers alike. Defendant as early as 2016 has claimed they  
12 are foremost based in San Francisco and still claim to this day to have offices  
13 in Copenhagen (Exhibits 65, 66, 67, 68), Athens (Exhibits 71, 72, 73), Los  
14 Angeles (Exhibit 73) as well as San Francisco (Exhibits 69, 70). Defendant, to  
15 this day, further claims they have “teams” at these major-city worldwide  
16 locations (Exhibit 74). Defendant claims to have 80 employees yet their  
17 financial reports state only 45 as of 2023 (Exhibit 101). Statements that were  
18 made to investors in a pitch deck that raised \$3M in 2021 and cites raising  
19 \$7M in 2019, \$3M in 2022, \$25M in 2023:  
20  
21  
22  
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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.

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COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 67

1  
2 101. **NO OFFICES, NO EQUIPMENT, NO INVENTORY, NO**

3 **PRODUCT TO SELL**

4 Plaintiff, in arbitration for case number “25CHSC00490” made a pre-  
5 settlement request, for video proof of inventory. Defendant stated it is not  
6 possible to show proof of inventory because they do not keep finished goods  
7 at their offices; despite their website (Exhibit 64) and shipping labels  
8 (Exhibits 90-93) stating the contrary.  
9

10  
11 Matthew, I would be happy to show you our inventory and  
12 a product, but we use a third party logistics provider for  
13 warehousing and logistics services, so we do not have  
14 finished goods at our offices.

05/02/2025 7:03 am

15  
16 f) On or about May 1<sup>st</sup>, Plaintiff demanded a 48-hour window to prove  
17 operational infrastructure and inventory exists, Defendant did not  
18 comply and ceased communications until May 5<sup>th</sup>, where he stated that  
19 he did not show the office because Plaintiff’s timeline fell into the  
20 weekend.  
21

22  
23 102. Based on the evidence collected, it seems Plaintiff sells their products on  
24 false pretenses to consumers who believe the company has equipment readily  
25 for sale (Exhibits 2, 4, 5, 6, 22, 23, 24) yet Defendant simply collects funds,  
26 misleads consumers about shipping dates, refuses refunds (Exhibits 2, 4, 13,  
27

1 15, 22) and waits until financially viable to execute production runs of non-  
2 existent products.

3  
4  
5 103. **SATISFACTION OF FRAUD**

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

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

- 9 i. “We have 100 employees” – False (Exhibit 101)  
10 ii. “We have offices in Los Angeles” – False (Exhibit 73)  
11 iii. “We have offices in Athens” – False (Exhibit 71)  
12 iv. “We have offices in San Francisco” – False (Exhibit 70)  
13 v. “We have **teams of employees** at offices in Los Angeles”  
14 – False (Exhibit 73)  
15 vi. “We have **teams of employees** at offices in Athens” –  
16 False (Exhibit 71)  
17 vii. “We have **teams of employees** at offices in San  
18 Francisco” – False (Exhibit 70)  
19  
20  
21

22 h) **Made with knowledge of it’s falsity:**

- 23 i. Defendant knows their staff size is less far than 100.  
24 (Exhibit 101)  
25 ii. Their Parallel Company knows their staff size is far less  
26 than 100 (Exhibit 95).  
27



1 consumers, like Plaintiff, who believed the ads and their  
2 “popularity” when it was demonstrably and materially  
3 false.

4  
5 iv. Defendant has taken venture capital money  
6 simultaneously for their Parallel Company using the  
7 “success” of their primary venture (Rokoko) as a way to  
8 induce reliance of trust to investors.

9  
10 **j) And causing actual harm or reliance**

11 i. Consumers like Plaintiff have been misled by believing  
12 the advertising, believing the size of the company and its  
13 growth and considering that as a marker of measurable  
14 success both in innovation but increasing market share  
15 and functional capacity.

16  
17 ii. Investors have spent likely well over \$130M hoping for  
18 returns from a company who lied about the size and  
19 locations of their staff, capabilities, purpose, goals,  
20 possible returns, their “world presence”, their “teams” of  
21 workers around the world and even more simply – that  
22 their intent is to actually sell, provide and maintain  
23 products to consumers; which has been shown to be a  
24 falsity in this cause of action.  
25  
26  
27

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

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

4  
5  
6                   k) **Exposed to misrepresentation:** Plaintiff was induced by Defendant’s  
7                   misrepresentations to make a purchasing decision he would not have  
8                   made otherwise. Specifically, Defendant’s publicly disseminated  
9                   claims — including representations that Defendant employed 100+  
10                  staff globally, operated full offices with “teams” in multiple major  
11                  cities, and had reliable product infrastructure and support pipelines —  
12                  were material, repeated, and designed to instill confidence in buyers.  
13                  These representations were not general puffery; they were concrete  
14                  factual assertions used in both investor pitch decks and consumer-  
15                  facing marketing, contradicted only in practice and hidden terms and  
16                  conditions. Plaintiff viewed, relied on, and reasonably believed these  
17                  representations to be true at the time of purchase. If Defendant did not  
18                  represent their products int his capacity, Plaintiff would not have  
19                  purchased from Defendant. Defendant’s statements were a primary  
20                  factor in causing Plaintiff’s injury, satisfying the inducement element  
21                  of fraud as provided in *(Lazar v. Superior Court (12 Cal.4th 631),*  
22                  *Engalla v. Permanente Medical Group (15 Cal.4th 951), and*  
23                  *Roddenberry v. Roddenberry (44 Cal.App.4th 634))*

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

3  
4  
5 m) **Relied on it:** Reiterates (a) and (b)

6  
7 n) **Suffered Harm:** This is a claim for multiple damages, including but  
8 not limited to tortious interference with prospective economic  
9 advantage. Harm is well established.  
10

11  
12  
13  
14 **THIRTEENTH CAUSE OF ACTION:**

15 **FRAUDULENT CONCEALMENT**

16  
17  
18 105. Plaintiff asserts he is not seeking damages for fraudulent concealment or  
19 spoliation only that the Court recognize it, and it's evidence is a matter of  
20 record and at all times while making decisions upon this case.  
21

22  
23 106. Plaintiff alleges on or about May 1st, 2025, Defendant requested  
24 arbitration in ODR for the original matter which was moved to civil court.  
25  
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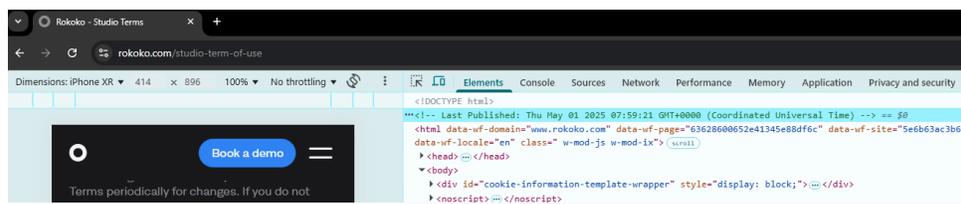
1 107. Plaintiff, prior to any negotiations demanded proof of operations, staff and  
2 inventory, which Defendant declined to provide.

3  
4  
5 108. Plaintiff hereby reiterates the facts within and admits the ODR chat  
6 transcripts onto the Courts record.

7  
8 109. **PROOF OF FRAUDULENT CONCEALMENT / SPOILIATION**

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

13  
14  
15 110. Plaintiff has retained proof of this event on multiple types of media  
16 including but not limited to photo, (Video exhibit 172), recordings, snapshots,  
17 third party verifications, etc.



23 Zoomed in:



1 111. Defendant’s own email notice reinforces this claim, as it clearly outlines  
2 that Defendant (a) stated they planned to misappropriate and (b) infringe on  
3 that intellectual property and (c) strip metadata from the intellectual property  
4 and (c) retroactively modify existing contracts without assent and (d) force  
5 Plaintiff and consumers into the agreement “or else” disallow the use of  
6 products already purchased and paid in full without condition.  
7

8 **○ ROKOKO**

9  
10 *30 days from now, on March 22, 2025, we will make a change in our **Terms** of Use.*

11 *The most significant update focuses on the motion data that is created with Rokoko products. The change will allow us to*  
12 *leverage this data to enhance our products and services. This includes the possibility of sublicensing completely anonymized*  
13 *data to third parties, while ensuring that the data can never be redistributed in its original form. It opens the door for new*  
14 *opportunities and enables us to stay current and lead the development of our industry, together with our valued users.*

15 *You can review the full updated **terms** [here](#). By continuing to use Rokoko products after March 22, 2025, you'll be agreeing to*  
16 *the updated **terms**.*

17 *If you have any questions, please don't hesitate to reach out to us on [support@rokoko.com](mailto:support@rokoko.com) or as a reply to this email.*

18 *All the best,*

19 *The Rokoko Team*  
20 

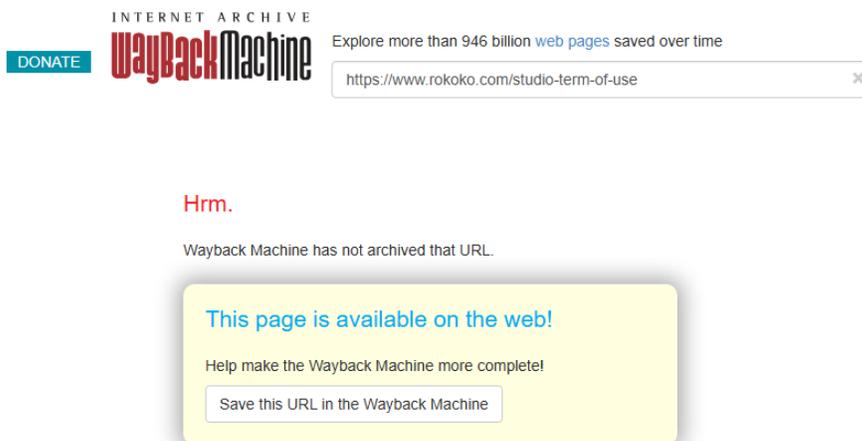
---

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

25 113. **TAMPERING WITH HISTORICAL ACCESS TO CONTRACTUAL**  
26 **MATERIAL**  
27

1 This terms and conditions page existed in the condition that Plaintiff has  
2 indicated in this document prior to May 1st, 2025 and had history dating back  
3 to around 2019. However, due to either DMCA takedown, personal request, or  
4 robots.txt or another method of soft-takedown. Defendant has removed all  
5 historical traces of the prior terms and conditions and now the 2019-2025  
6 history of this page is entirely vanished:  
7

8  
9 [https://web.archive.org/web/20250000000000\\*/https://www.rokoko.com/studio](https://web.archive.org/web/20250000000000*/https://www.rokoko.com/studio-term-of-use)  
10 [term-of-use](https://web.archive.org/web/20250000000000*/https://www.rokoko.com/studio-term-of-use)  
11



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21 114. The evidence in question is the terms of use at the center of the Complaint  
22 located at <https://www.rokoko.com/studio-term-of-use>. Defendant modified  
23 this information on or about May 1<sup>st</sup>, 2025 at 7:59:21 as their website code  
24 shows a clear “last published” date and time (Exhibit 158). Issued by their  
25 web designer software, uploaded to their server, published on their website,  
26  
27 from their staff – by them.

1  
2 115. Plaintiff asserts, as multiple warnings of litigation had occurred prior, and  
3 that Plaintiff had filed a case against Plaintiff that was now active, to which  
4 Plaintiff knew or should have known the breadth of, and that Plaintiff  
5 willfully suppressed this information with changes to complicate the matter  
6 before the Court by fraudulent practices and disrupt the discovery process: the  
7 Court should recognize that Plaintiff willfully spoliated critical key evidence.  
8

9  
10  
11 **116. RULES, PENALTIES AND INSTRUCTION FOR SPOILIATION**

12 *In determining what inferences to draw... the trier of fact may consider*  
13 *whether one party has suppressed evidence.” -- California Evidence Code*  
14 *§413*

15  
16  
17 117. *“The destruction of evidence... permits an inference that the evidence*  
18 *would have been adverse to the party that destroyed it.” (Gaines v. Fidelity*  
19 *National Title Ins. Co., 62 Cal.4th 1081 (2016))*

20  
21  
22 118. *“The court may impose a monetary sanction, issue an evidence sanction,*  
23 *issue a terminating sanction... against anyone engaging in conduct that is a*  
24 *misuse of the discovery process.” (California Code of Civil Procedure*  
25 *§2023.030)*

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

5  
6 120. “Intentional destruction of relevant evidence is **gross negligence or**  
7 **willful misconduct**. The appropriate remedy is dismissal when the loss is  
8 irreparable.” (Pension Comm. v. Banc of America, 685 F. Supp. 2d 456  
9 (S.D.N.Y. 2010))  
10

11  
12 121. “When a party’s bad faith conduct results in spoliation that completely  
13 deprives the other side of a meaningful ability to litigate, **dismissal is**  
14 **appropriate**.” (Micron Technology, Inc. v. Rambus Inc., 645 F.3d 1311  
15 (Fed. Cir. 2011))  
16

17  
18 122. **CORPORATE VEIL SHOULD BE PIERCED**

19 Defendant in Exhibit 168, openly stated: “You have involved our Board of  
20 Directors and they are now also briefed on the case and fully behind us,  
21 whichever route we choose to take. We are ready to go to trial, if needed.”.

22 This statement is Defendant’s own action which “creates a unity of interest  
23 and ownership in which the separate personalities no longer exist.”

24 (Associated Vendors, Inc. v. Oakland Meat Co. (1962) 210 Cal.App.2d 825,  
25 837)  
26  
27

1 123. Plaintiff asserts for the allegations herein including but not limited to the  
2 unification of separate personalities into this matter, the claims of fraud,  
3 misappropriation, willful ongoing tortious interference conduct and the  
4 spoliation of evidence: Defendant's corporate veil should be pierced and not  
5 be used allowed shield them, nor their shell corporations, investors,  
6 subsidiaries or any natural persons from liability in any manner contained  
7 herein.  
8

9  
10 *"Plaintiffs alleged a complex web of LLCs and corporations operated as a*  
11 *single enterprise with a common business purpose, common ownership, and*  
12 *intermingled assets..." (Greenspan v. LADT, LLC, 191 Cal.App.4th 486*  
13 *(2010))*  
14

15  
16 *"When the corporate veil is used to promote injustice, courts will disregard it*  
17 *to reach the responsible parties." (United States v. Bestfoods, 524 U.S. 51*  
18 *(1998))*  
19

20  
21 **PRAYER FOR RELIEF**  
22

23  
24 WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in his  
25 favor and against Defendant, and award the following:  
26  
27

1           1.       General Damages in an amount no less than \$1,250,000, for lost  
2           production, commercial disruption, development delays, and associated  
3           opportunity costs resulting from Defendant’s breach of warranty, failure to repair,  
4           and refusal to honor lawful obligations under California Civil Code §1793.2 and  
5           §1794.  
6

7  
8           2.       Restitution and reliance damages in an amount to be proven at trial, but  
9           not less than \$250,000, for equipment loss, time investment, labor reallocation,  
10          and project interruption caused directly by Defendant’s willful conduct and  
11          misrepresentations.  
12

13  
14          3.       Statutory damages for each act of infringement, pursuant to 17 U.S.C. §  
15          504(c)(1), in an amount no less than \$750 and no more than \$30,000 per  
16          work, subject to proof at trial.  
17

18                   *(\$22,500 per work x 30 pieces upheld \$675,000 - Sony BMG Music Ent. v.*  
19                   *Tenenbaum, 660 F.3d 487 (1st Cir. 2011))*  
20

21          4.       Damages for willful infringement in an amount deemed by the Court to be  
22          just and proper of no more than \$150,000 as provided by 17 U.S.C. § 504(c)(2).  
23

24  
25          5.       Statutory damages for removing or hiding metadata/attribution of IP  
26          works as the Court deems just and proper of a sum not less than \$2,500 or not  
27

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

2  
3 6. Statutory damages and civil penalties pursuant to California Civil Code  
4 §1794(c), up to two times actual damages, based on Defendant's willful and  
5 knowing violation of warranty obligations, lack of repair infrastructure, and  
6 systemic refusal to comply with California consumer law.  
7

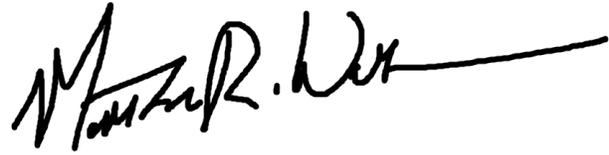
8  
9 7. Punitive damages in an amount no less than \$4,000,000, based on  
10 Defendant's fraudulent inducement, willful concealment of repair limitations,  
11 deceptive business practices, and reckless disregard for the rights of consumers,  
12 artists, and developers who rely on functional equipment to meet commercial  
13 deadlines. Plaintiff has satisfied clear and convincing evidence of oppression, fraud  
14 or malice to satisfy this condition pursuant to CA Civ. Code § 3294  
15

16  
17  
18 8. Costs of suit, including all filing, service, and litigation expenses borne by  
19 Plaintiff.  
20

21 9. Pre- and post-judgment interest, as permitted by law.  
22

23  
24 10. Any and all further relief the Court deems just and proper.  
25  
26  
27

Dated this 9<sup>th</sup> of May, 2025:



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Matthew R. Walsh  
Plaintiff In Pro Per

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko claiming in 2022 they had sold 1,000 SmartSuit II's already.

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

unwork • Promoted

#### r/Rokoko

##### Rokoko

A community for people who are & motion captu

Created May 1

Public

1K

Members

##### USER FLAIR

Suitable-W

##### RULES

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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    ...

WALSH v ROKOKO ELECTRONICS - EXHIBITS

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



**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**

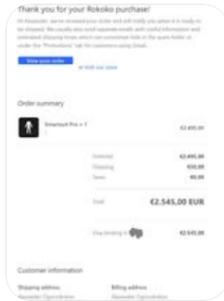
Konstantin Domanov Hi, Konstantin! We're really sorry to hear your experience with us has not been great. As we're sure you know by now, the delays are a direct result of component shortages that has been the issue for the entire industry, not just for... See more

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



WALSH v ROKOKO ELECTRONICS - EXHIBITS

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.

← Q 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 ·

riend and I ordered the suit in October 2021. The money was 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 s

4 Comments 1 S

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

1 1 1

**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 customer service communication so bad. I paid a lot of money, this is not a way to treat your customers.

3 Comments

Share

**CITPrep Radio** doesn't recommend Rokoko. 31m ·

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 3 4

**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

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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



# WALSH v ROKOKO ELECTRONICS - EXHIBITS

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

Search bar: r/Rokoko firmware

Navigation: Posts (selected), Comments, Media

Filters: 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



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 won't 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 won't 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 it's not that. All the sensors look good at first glance. I've been very careful with the suit.





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!

WALSH v ROKOKO ELECTRONICS - EXHIBITS

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

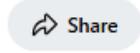


r/Rokoko • 7 mo. ago  
Jagsywagsy



### 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.



  r/Rokoko • 2 yr. ago  
jeffman12345

...

## Bootloader problem?

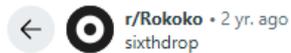
I keep having the rokoko mo-cap suit v2 connect for about 15-20mins then all sensors go gray like the bootloader problem on your support website while using beta. I have had the cable hooked up during all firmware updates but during one beta installation it crashed after installing the firmware update. 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



## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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



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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-hqI>



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



## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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



## 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 sensors 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.



## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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



## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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 SOOOOOOOOOOOOOOOO 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 mv emails for months. They basicallv stole mv money and then

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continuation from #15



**soliddiesel** • 1y ago

I never believed all the bad stories about ROKOKO but let me tell you: ROKOKO SUCKS SOOOOOOOOOOOOOOOO 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 had the nerve to attempt to charge my credit card again after all this. Luckily I had already reported them to my credit card and so the transaction got blocked. This was the worst company I ever dealt with in ny life! SAVE YOUR MONEY, unless you got thousands of dollars to waste! Or go to another company! Never again!!!!!! 😡

👍 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

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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

WALSH v ROKOKO ELECTRONICS - EXHIBITS

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.

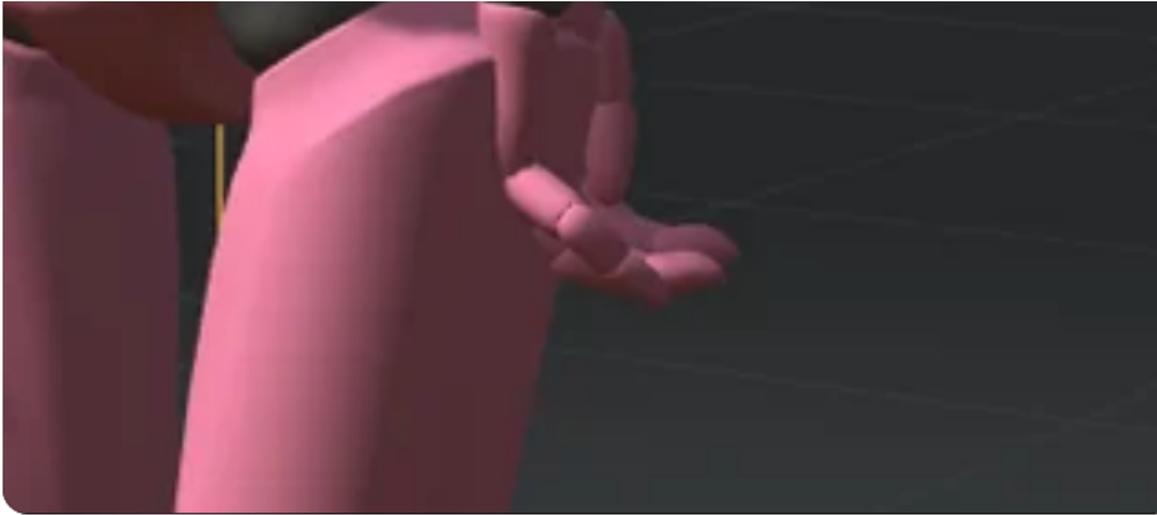
The lights on the sensors are all normal so I'm a bit worried there's an issue with the hub.

Has anyone got any ideas?



WALSH v ROKOKO ELECTRONICS - EXHIBITS

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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Business owners looking for communities of like-minded decision-makers turn to Reddit. Reddit offers the research they need to explore solutions and make considerations—which lead to choosing brands like yours.

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√2nd Largest audience of B2B decision-makers on the web
√3/4 Decision makers plan to use

Join the conversation

Sort by: Best Search Comments

RokokoTeam • 1y ago

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

Upvote 1 Downvote Reply Award Share

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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

64w

 **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 ❤️

18w 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... ❤️

52w 2 likes Reply

— View replies (1)

 **sunchild\_x** Hello , where I can write for support ? ❤️

52w 1 like 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...

52w 2 likes Reply

[View replies \(1\)](#)



**gustnightride**

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[gustnightride](#)

Artist

CHIQUI AR

Animator [@nightridevisuals](#) Founder of [@reaxis\\_studio](#) [@cntentmrkt](#)

Followed by [hellorokoko](#)

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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.



## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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 lck 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

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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



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**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 too complicated and scary for them. A few months ago I had issue with the glove again. I spent 1k on ebay

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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.

Q 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 losing 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 so 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

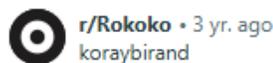
same here man. I've been having the exact same issues.

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
...

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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.



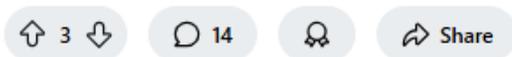
r/Rokoko • 3 yr. ago  
koraybirand

## 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](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



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Expectations don't.  
upwork can help.

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Search Comments

**Nurolight** • 3y ago

Angry about what?

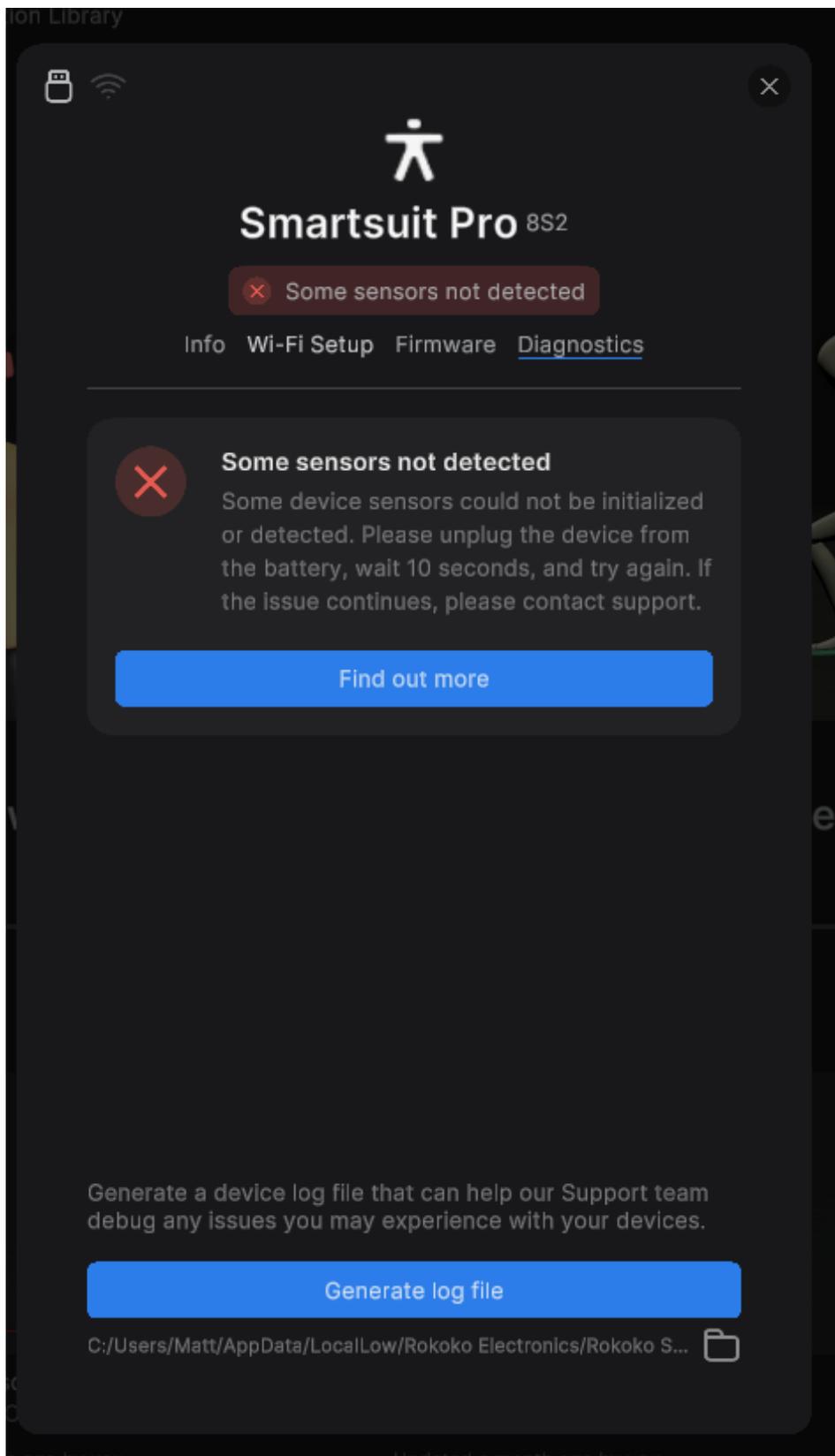


**koraybirand OP** • 3y ago

Angry about —> lack of quality

WALSH v ROKOKO ELECTRONICS - EXHIBITS

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



## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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 Respond All Apps Quick Steps Move Tags Editing Immersive Translate Zoom

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

noreply@noa.nintendo.com To 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.

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko software remotely signaled to disable Plaintiff's account.

```
Flow Details
2025-05-03 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 20e38fc9b3806ab4036380386de24000.cloudfront.net (CloudFront), 1.1
17056b39a149c01f790d0fdb2801624.cloudfront.net (CloudFront)
X-Cache: Miss from cloudfront
X-Amz-Cf-Pop: LAX54-P3
X-Amz-Cf-Id: V4F_TkZaTg5Y4gsbiIZsDyW5rPV_CA1r6-gktID2v9iZMISG0GpaWQ==

JSON [m:auto]
{
  "data": {
    "revokeDeviceAccess": {
      "user_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
      "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
      "device_limit": 1,
      "devices": []
    }
  }
}
```

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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-pa7t1mpnvbcpdhe7146q3eodvu
Content-Type: application/json; charset=utf-8
Content-Length: 1994
Host: rmp-gql-public.rokoko.com
GraphQL [m: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][f:~u rokoko] [*:8080]
Flow: e Edit D Duplicate r Replay x Export d Delete b Save body

```

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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: TeamAppsinc/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 [m: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, \"$screen_width\": 3840, \"$screen_dpi\": 144.0, \"$mp_lib\": \"unity\", \"$os_language\": \"en\", \"$mac_address\": \"B42E999FD72B\", \"$device_service_version\": \"1.0.190\", \"$device_service_sha\": \"7369b33a0a24fef74627066c50d388a35408f4ea\", \"$created_at\": \"1746345045628\", \"$online\": true, \"$team_id\": null, \"$team_role\": \"viewer\", \"$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": "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, \"$screen_width\": 3840, \"$screen_dpi\": 144.0, \"$mp_lib\": \"unity\", \"$os_language\": \"en\", \"$mac_address\": \"B42E999FD72B\", \"$device_service_version\": \"1.0.190\", \"$device_service_sha\": \"7369b33a0a24fef74627066c50d388a35408f4ea\", \"$created_at\": \"1746345045779\", \"$online\": true, \"$team_id\": null, \"$team_role\": \"viewer\", \"$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": "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, \"$screen_width\": 3840, \"$screen_dpi\": 144.0, \"$mp_lib\": \"unity\", \"$os_language\": \"en\", \"$mac_address\": \"B42E999FD72B\", \"$device_service_version\": \"1.0.190\", \"$device_service_sha\": \"7369b33a0a24fef74627066c50d388a35408f4ea\", \"$created_at\": \"1746345048548\", \"$online\": true, \"$team_id\": \"8ff2cb1e-8024-4b94-ba7d-2d043388a4b5\", \"$team_role\": \"owner\", \"$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][f:~u rokoko] [*:8080]
Flow: e Edit D Duplicate r Replay x Export d Delete b Save body

```



## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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: eLuTpRyPIG4CtXpb3tV2UYM4n9X5cixpQd1XWfeSBPGy9kLHNCnRcg==
JSON [m:auto]
{
  "data": {
    "trackEvents": true
  }
}

[1519/1627][f:~u rokoko] [*:8080]
: flow.comment @focus "" 3~
```

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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: eyJraWQiOiJaN2JGNkp5KzVtZFBrtUpGaVd0b0x0Ck1GSzEzT0dKdk1EaSsycE930GY4PSIsImFsZyI6IjJTM
jU2In0.eyJzdWUiOiJhOGQ2ZDk1Ny0wZGU0LTQyYWVYjQyYy1lNzY1ZTdkNzZmOTYiLCJpc3MiOiJodHRwcz
pcL1wvY29nbml0by1pZHAudXNtZWZzdC0xLmFtYXpvbmF3cy5jb21cL3VzLWVhc3QtMV9TYm1nOWYxUngiLCJ
jbGllbnRfawQiOiIzOWozNTI3Y21jbzVlaWVidHBqb2M2NjI3ZCIzIm9yaWdpb19qdGkiOiI5NTA2OGJkMC1h
YzYyLTRmMmItYmVjNS0wNTMwNTlkZjQ2OGElLCJldmVudF9pZCI6IjMxMGE2NGM1LTkZDctNGM4YS1hZjYyL
TQwNGQwZTIwNjZMSIsInRva2VuX3VzZSI6ImFmFjY2VzcyIsInNjb3BlIjoiiYXdzLmNvZ25pdG8uc2l1bnluLn
VzZXIuYWRtaw4iLCJhdXRoX3RpbWUiOjE3NDMyNzY1NzEsImV4cCI6MTc0NjM0ODY0NSwiaWF0IjoxNzQ2MzQ
1MDQ1LCJqdGkiOiJkNWU5NjBiYi01ZmE4LTRlN2MtODE1ZS0yMjBkZTlmYzQ3YjEiLCJ1c2VybmFtZSI6ImE4
ZDZkOTU3LTBkZTQtNDJhYS1iNDJjLWU3NjVlN2Q3NmY5NiJ9.HqwNVEkw6udEe3Ciw7Z4NJB1UKwYPwYbHSuv
1PbMx2VKmCGKr6u8rITBBMIN7yaINyIxQp_0foeYwdmalYucNIjUqAE6uYuy7wj6dQP0sS2Y5UNLs2dFTjw3v
Q22l7wrKEkK1fUj3pgZoe0oAJc8-ELpXAVlLKDbtGCn7mQmRA249Qc3sBk46EP5uSqV-KqE4DhmJ4oHoQE4K2
LKRO0DplcB78HqhAweyiHIxpn0m844-s_03mircicbNMV-GmmyvcQouy3y_E-YqgTlEUsvb_IejPzPgW4aFp0
iywI1HStLspXuDfSDaR-yoyCcUPjygHndQcsoq1u_zDucQK0Xw
Content-Type: application/json; charset=utf-8
Content-Length: 1029
Host: rmp-team-gql.rokoko.com
GraphQL [m: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][f:~u rokoko] [\*:8080]  
: flow.comment @focus "" 3~

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continuation of 34, Defendant's servers returning a complete list of Plaintiff's intellectual property in which they now possess 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
caabaa9cf820f7430cfe8a16921ef12a.cloudfront.net (CloudFront)
X-Cache: Miss from cloudfront
X-Amz-Cf-Pop: LAX54-P5
X-Amz-Cf-Id: FVevMRPO-ekZAvjZIDaZ3YAI0s6Is0JYY7iuxD_4zd1gTXcPA7kITA==
JSON [m: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-b2c8-43a7-889f-c8e87eb38de4",
            "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-9fca187cd225",
            "source_team_id": null,
            "source_project_id": null,
            "source_scene_id": null,
            "name": "wddwdwdw",
            "last_modified": 1746324586370,
          }
        ]
      }
    ]
  }
}
[1531/1630][f:~u roko] [*: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-4145-8861-39b2e6a5b66e",
      "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-00e5-47c1-9c36-06b5834e3c6b",
      "source_team_id": null,
      "source_project_id": null,
      "source_scene_id": null,
      "name": "defdwd",
      "last_modified": 1680886428108,
    }
  ]
}
[1532/1631][f:~u rokoko] [*:8080]
: flow.comment @focus "" 3~

```

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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 00:50:49 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": 1679956081000,
  "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",

```

## 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
2025-05-04 00:50:49 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": "Yaaas",
 "last_modified": 1746324529721,
 "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
 "created_at": 1696738629200,
 "operation": null,
 "thumbnail_last_modified": 1746324567349,
 "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][f:~u rokoko] [*:8080]
: flow.comment @focus "" 3~

```

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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 00:50:49 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-b102849ff43c",
  "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][f:~u rokoko] [*:8080]
: flow.comment @focus "" 3~

```

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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 00:50:47 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: bd90a13c-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 [m: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][f:~u rokoko] [*:8080]
: flow.comment @focus "" 3~
```

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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
2025-05-04 00:50:45 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: QOUkPtVhYr5luYSPnKILAh_TYRugv9Y8AY2f7L2ls-wI4boUAufZlQ==
JSON [m: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][f:~u rokoko] [*:8080]
: flow.comment @focus "" 3~

```

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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

```
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
User-Agent: TeamAppsync/0.2.0.0
x-api-key: da2-pa7t1mpnvbcpdhe7l46q3eodvu
Content-Type: application/json; charset=utf-8
Content-Length: 298
Connection: keep-alive
Host: rmp-gql-public.rokoko.com
GraphQL [m:auto]
{
  "query": "...
}
---
query ListIncidents {?
  listIncidents {?
    created_at?
    id?
    last_modified?
    message?
    severity?
    state?
    time_end?
    time_start?
    title?
  }}
}
```

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

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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-ggsTkW4Migrmh7Hr68ILVCTYzSwyiRP-GCQ==
JSON [m:auto]
{
  "data": {
    "listIncidents": []
  }
}

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

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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-4147-9803-47c5aca29800
X-Cache: Miss from cloudfront
Via: 1.1 12435f922f48ee227c1e888952ed66ac.cloudfront.net (CloudFront)
X-Amz-Cf-Pop: LAX50-C2
X-Amz-Cf-Id: NGQ1X1ZXRVCfbbA22nYt-VqjE_JmhHzSS9K36BXTXrBVNJrJr3TaYA==
JSON [m: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\n\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][f:~u rokoko] [*:8080]
: flow.comment @focus "" 3~

```

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 00:50:42 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\n\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\r\n## What's changed\r\n\r\n* Available in Studio 2.4.5\r\n\r\n* Fix issue where custom hub names were reset when power cycling the device.\r\n\r\n## Technical changelog\r\n\r\n* Updated core lib (hub name address).\r\n\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\n\r\nLocal build on branch `local-etk-builds`.\r\n\r\n\r\n- Update hub LED behaviour to match GPV suits.\r\n\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": 336948,
"binaryChecksum": "de64091ef8e742865505850eb4f18b22",
"binaryUrl": "https://cdn.rokoko.com/firmware/5-2.5.4-950-release"
},
]
[1781/1868][f:~u rokoko] [*:8080]
: flow.comment @focus "" 3~

```

```

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
},
{
  "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": 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": [
    "0x80100001"
  ],
},
[1792/1879][f:~u rokoko] [*:8080]
: flow.comment @focus "" 3~

```

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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 00:50:42 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": [
    "0x80100001"
  ],
  "minimumDeviceServiceVersion": "0.0.1",
  "releaseNotes": "# v1.4.2 Firmware for Coil Pro\r\n\r\n## What's changed\r\n* Coil Pro now gathers
diagnostics that can be read out by technical support\r\n\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\n\r\nImportant: This breaks
compatibility with older hub + glove FWs.",
  "releaseType": 1,
  "createdAt": "2024-01-09T23:00:00+00:00",
  "updatedAt": null,
  "binarySize": 319780,
  "binaryChecksum": "6fa5f4a127daa23149dba63c7aebec96",
  "binaryUrl": "https://cdn.rokoko.com/firmware/7-2.3.0-94-release"
}
]
[1792/1879][f:~u rokoko] [*:8080]
: flow.comment @focus "" 3~
```

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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_AM5q4uTYzQ==
JSON [m: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][f:~u rokoko] [*:8080]
: flow.comment @focus "" 3~

```

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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: KKSJUEPR0PYFT0kdmSLr214KcEkhmS0Q4UBZE0mA1zTtmn8fLPFORg==
age: 20296
JavaScript [m: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][f:~u rokoko] [*:8080]
: flow.comment @focus "" 3~

```

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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: Vj227SdqBiuf3z_0lzu4n43goywuZSJQYDAKRbv3y_58Bq9aFeQzIw==
JSON [m:auto]
{
  "extensions": {
    "subscription": {
      "mqttConnections": [
        {
          "url": "wss://a307bjgfbycsj5-atl.iot.us-east-1.amazonaws.com/mqtt?X-Amz-Algorithm=AW
S4-HMAC-SHA256&X-Amz-Credential=ASIAS3UEXNMWQ255E56XM%2F20250504%2Fus-east-1%2Fiotdevicegateway%2Faws4_re
quest&X-Amz-Date=20250504T063129Z&X-Amz-Expires=3600&X-Amz-SignedHeaders=host&X-Amz-Signature=3ca4d664e9
eec27505cfbd39f363068d11b7078cf07c3cb167d020734c0229ea&X-Amz-Security-Token=IQoJb3JpZ2luX2VjEGcaCXVzLWVh
c3Q0tM5JHMEUCIQDBGZwUdE1W6zBbozcFxDgeia6Bgv1fOnC3crouEgwLQOIGQnDIep%2FvDU9R0wSXLXLeWLogMC0lftaf26JVLly1tD
MqxQUIEBAEGgwOTY3NzMTMyNDkiDM%2BojPn5idR8rND77CqiBYe7JH5JhfEU%2FcuRRbDuGeC0rw5bc0FjOD407n83E00zBS9260
yyYmHy1PFAN5bB518CEoan3Rf81ZvhZwSLZS837qtXVDW7bylfUMPnAwwk1oUTSq5Bh1pq%2Bc0aj5pKEavpQDbBwMrv3KM30smhzu
Wmqtyo3yuBV80qSGh1%2B%2BZoCshX1CBi3oBbdQ49KbFubj5846kJ85wfIPp6GI4Dsc1AoBpT%2BwhUpyjrsmkyrzHCr%2Bcocn5UIz
fg0M1eGkIELqWQHAv5wvTtWZIxGrkmPB0kBXHD0YewA750yXEvfYXY%2F4r%2Bb3Ah9Le6%2B05I4FLNUSTPgZ1eDQILBzw901bl%2B8
kflDjYdJSbzJEAd3vOgiOj4521oXx41vHnU79VfqPU88zbyijg221aC%2F3I8W8j6g7%2BBKBvjHwXTnKxc9iKMpi0A3111oSRrV0a1z
s%2Bi4%2FuE1Gwxmrgu7m6RdiZEglbirXgeAt%2FpnSTCRC1fouaz4qgf%2Fd02Ely%2FMY6Yu%2BQ0x3c80JIdNB7xno%2B8kxZSLjX
N%2Bi0XkIMeNHPp9TeDvQpPokYJ0JGXhit%2For8UHGlmnVtOk4AixgYwUHyEwDrw%2B0TP%2By1EgOv%2BjUkVzdzN6CKH5Esbawb4
ugL3%2FDbkAjo17uthZf2wXkAQc%2BaFv750jvs0MUA8UWpkLgx5ddtVyOVC%2B8TTb4es7q1z%2BzQH70VWU5HGACuRifvIElF4RkNly
f6D%2Fk9cxm3CWTGJ161L8UAQ1UAdMYbVil5srX5v8n31qGV1J1HRmrIvQ3m7R3V9kmRoFrVo5Qd%2FlzKWJ39xuk%2BpRQvG%2Fti
hbhVpleuVZw9%2BSDJuYMSqykqz%2BbXdvQpNCSpgQmp3ctm8ZfR02637alxV%2Fahxz1BhsRSaOJaJaGw741MMGT3MAG0r8BtvuNsM
tu5FYhMzXRiq571VYaycZOTY2E8F1leoe7koWAIL56KUqRR2x6y1GsyVoA9Dkk1W8iRkKk4uhrqr817DA5rQfbQTw3%2BCHHnJwtsU
Dj5s8E5E1Dmadu5UB8gpj5BSRzIhcormoSbH%2BeDvUjFtMfuwPOZ6LkrodZ%2Bvc%2FjQmYPO1VHi004Dftj7SuapmhdAQUnD8FaNS
sJFHCFgkHOAwcejbOyjdce81QQfDVWx%2Fq8GbmFS8EDjwnZRw%3D",
          "topics": [
            "742414753086/y7vj6brd5jakfp3xgpsjpeqjy4/onAddTeamUser/572f880d89b9786c2d77b134d
49677070ecd54a3a21a6c7ffdf69508d908da9",
            "742414753086/y7vj6brd5jakfp3xgpsjpeqjy4/onSubscriptionChange/924669a3ae22901074
d6d8c8d81c3a73b1a720dad5e0b0c408486bf0fc431449",
            "742414753086/y7vj6brd5jakfp3xgpsjpeqjy4/onTeamChange/924669a3ae22901074d6d8c8d8
1c3a73b1a720dad5e0b0c408486bf0fc431449"
          ],
          "client": "bwtswlejinahtn5nb7otl2mryy"
        }
      ],
      "url": "wss://a307bjgfbycsj5-atl.iot.us-east-1.amazonaws.com/mqtt?X-Amz-Algorithm=AW
S4-HMAC-SHA256&X-Amz-Credential=ASIAS3UEXNMWQXQYQM2JGN%2F20250504%2Fus-east-1%2Fiotdevicegateway%2Faws4_re
quest&X-Amz-Date=20250504T063129Z&X-Amz-Expires=3600&X-Amz-SignedHeaders=host&X-Amz-Signature=c4b6f31e3b
b7bfc58a0dc9718207eb1fc71ad549ec6d4320210285961f44cccc&X-Amz-Security-Token=IQoJb3JpZ2luX2VjEGcaCXVzLWVh
c3Q0tM5JHMEUCIQDBGZwUdE1W6zBbozcFxDgeia6Bgv1fOnC3crouEgwLQOIGQnDIep%2FvDU9R0wSXLXLeWLogMC0lftaf26JVLly1tD
MqxQUIEBAEGgwOTY3NzMTMyNDkiDM%2BojPn5idR8rND77CqiBYe7JH5JhfEU%2FcuRRbDuGeC0rw5bc0FjOD407n83E00zBS9260
yyYmHy1PFAN5bB518CEoan3Rf81ZvhZwSLZS837qtXVDW7bylfUMPnAwwk1oUTSq5Bh1pq%2Bc0aj5pKEavpQDbBwMrv3KM30smhzu
Wmqtyo3yuBV80qSGh1%2B%2BZoCshX1CBi3oBbdQ49KbFubj5846kJ85wfIPp6GI4Dsc1AoBpT%2BwhUpyjrsmkyrzHCr%2Bcocn5UIz
fg0M1eGkIELqWQHAv5wvTtWZIxGrkmPB0kBXHD0YewA750yXEvfYXY%2F4r%2Bb3Ah9Le6%2B05I4FLNUSTPgZ1eDQILBzw901bl%2B8
kflDjYdJSbzJEAd3vOgiOj4521oXx41vHnU79VfqPU88zbyijg221aC%2F3I8W8j6g7%2BBKBvjHwXTnKxc9iKMpi0A3111oSRrV0a1z
s%2Bi4%2FuE1Gwxmrgu7m6RdiZEglbirXgeAt%2FpnSTCRC1fouaz4qgf%2Fd02Ely%2FMY6Yu%2BQ0x3c80JIdNB7xno%2B8kxZSLjX
N%2Bi0XkIMeNHPp9TeDvQpPokYJ0JGXhit%2For8UHGlmnVtOk4AixgYwUHyEwDrw%2B0TP%2By1EgOv%2BjUkVzdzN6CKH5Esbawb4
ugL3%2FDbkAjo17uthZf2wXkAQc%2BaFv750jvs0MUA8UWpkLgx5ddtVyOVC%2B8TTb4es7q1z%2BzQH70VWU5HGACuRifvIElF4RkNly
f6D%2Fk9cxm3CWTGJ161L8UAQ1UAdMYbVil5srX5v8n31qGV1J1HRmrIvQ3m7R3V9kmRoFrVo5Qd%2FlzKWJ39xuk%2BpRQvG%2Fti
hbhVpleuVZw9%2BSDJuYMSqykqz%2BbXdvQpNCSpgQmp3ctm8ZfR02637alxV%2Fahxz1BhsRSaOJaJaGw741MMGT3MAG0r8BtvuNsM
tu5FYhMzXRiq571VYaycZOTY2E8F1leoe7koWAIL56KUqRR2x6y1GsyVoA9Dkk1W8iRkKk4uhrqr817DA5rQfbQTw3%2BCHHnJwtsU
Dj5s8E5E1Dmadu5UB8gpj5BSRzIhcormoSbH%2BeDvUjFtMfuwPOZ6LkrodZ%2Bvc%2FjQmYPO1VHi004Dftj7SuapmhdAQUnD8FaNS
sJFHCFgkHOAwcejbOyjdce81QQfDVWx%2Fq8GbmFS8EDjwnZRw%3D"
    }
  }
}
[1927/1937][f:~u rokoko] [*:8080]
: flow.comment @Focus "" 3~

```

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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&set
lang=en-US&cc=US&qfm=1&cp=6&cvid=4d3ab704d26e40309239fa7077cd64c5&ig=9747aa8
569cb4596b2b7fddedbaa6bcf HTTP/2.0
← 200 application/json 885b 102ms
Request Response Detail
{"hcs": "0",
},
{"Text": "\ue000rokoko\u0001 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\u0001 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\u0001 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\u0001 mocap",
"HighConfidenceMetaSuggestionScore": 0,
"PrefetchConfidenceScore": 0
},
{
"Attributes": {
"url": "/search?q=rokoko+blender",
"query": "rokoko blender",

```

[1934/1937][f:~u rokoko] [\*:8080]  
: flow.comment @focus "" 3~



## 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.

Rokoko Studio

Syncing items 4/8...

Did you know? You can use the left and right arrow keys to move frame-by-frame in the timeline.



WALSH v ROKOKO ELECTRONICS - EXHIBITS  
 Defendant receiving Plaintiff's physical body measurements.

```

Command Prompt - mitmproxy --mode regular --listen-port 8080
Flow Details
2025-05-03 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: ab406ef6-f4e9-4144-b8ef-aeaa898fca45
Via: 1.1 44d53cda9eb1c41f29618022da3595c8.cloudfront.net (CloudFront), 1.1
5c31bb993b3beb3b5bb5dbb959b82368.cloudfront.net (CloudFront)
X-Cache: Miss from cloudfront
X-Amz-CF-Pop: LAX54-P5
X-Amz-Cf-Id: jL7toekIpgQcQ5qkw7kLmCXM2X2FqZJWuZNRqCH48E-z1G1UKD1UTQ==
JSON [auto]
{
  "data": {
    "listTeamPresets": [
      {
        "preset_id": "01147c65-ae5a-4ba7-8380-dbf7d71f9096",
        "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
        "user_id": null,
        "name": "Matt",
        "preset_type": "ACTOR_PROFILE",
        "preset_data": "{\"measurements\":{\"TotalHeight\":1.7526,\"ArmSpan\":-1.87142026,\"ShoulderWidth\":0.508,\"ShoulderHeight\":-1.45554912,\"HipWidth\":-0.221797988,\"HipHeight\":-1.00997281,\"KneeHeight\":-0.5030061,\"ManusLength\":-0.474291146,\"HandLength\":-0.189716458,\"HandWidth\":-0.08440817,\"FootLength\":-0.253483385},\"name\":\"Matt\", \"color\":{\"r\":0.8980392,\"g\":0.7647059,\"b\":0.360784322,\"a\":1.0}}",
        "last_modified": 1679287873631,
        "created_at": 1679285327367,
        "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
        "is_deleted": false,
        "operation": null
      }
    ]
  }
}
[103/294][f:~u roko] [*:8080]
Warn: [23:21:46.177][127.0.0.1:63500] Client TLS handshake failed. The client does not trus...(more in eventlog)

```

## 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: TeamAppsinc/0.2.0.0
Authorization: eyJraWQiOiJaN2JGNkpw5KzVtZFBrtUpGaVd0b0xCUK1GSzEzT0dKdk1EaSsycE9
5NTA2OGJkMCIhYzYyLTRmMmItYmVjNS0wNTMwNTlkZjQ2OGEiLCJldmVudF9pZC
FhMjkiLCJ1c2VybmFtZSI6ImE4ZDZkOTU3LTBkZTQtNDJhYS1iNDJjLWU3NjVlN
K6-6wES94MoN0w6GXst5vKpMTpFMat64-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}}}
```



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

```

C:\Program Files\mitmproxy\bin\mitmproxy.exe
Flow Details
2025-05-03 19:46:43 POST https://35.190.78.8/api/v2/projects/832efc71-067a-421e-a5b6-3af515958f5d/reports
+ 202 Accepted application/json [no content] 79ms
Request
Host: perf-events.cloud.unity3d.com
User-Agent: UnityPlayer/2019.2.21f1 (UnityWebRequest/1.0, libcurl/7.52.0-DEV)
Accept: */*
Accept-Encoding: identity
Content-Type: application/json
X-Unity-Version: 2019.2.21f1
Content-Length: 2676
JSON
{
  "app_build": "",
  "install_mode": "",
  "install_store": "",
  "name": "Rokoko Electronics.Smartsuit-studio",
  "version": "1.20.5r",
  "build_guid": "152103251ba936246a110b87411ac96a",
  "build_tags": [],
  "client_report_id": "a3e1b4dc20130ef418cd17408f5721b7",
  "client_ts": 1746326335595,
  "userid": "799bb2fb14066b141a6549933af88bc5",
  "debug_device": false,
  "cpu": "AMD Ryzen 9 3950X 16-Core Processor ",
  "cpu_count": 32,
  "cpu_freq": 3493,
  "device_info_flags": 2198042570,
  "rooted_or_jailbroken": false,
  "device_model": "X570 AORUS ELITE (Gigabyte Technology Co., Ltd.)",
  "device_ram": 65482,
  "screen_size": "3840 x 2160",
  "screen_dpi": 144,
  "refresh_rate": 60,
  "sensor_flags": 144,
  "system_language": "en",
  "device_type": 3,
  "device_vram": 12115,
  "enabled_vr_devices": [
    "None",
    "OpenVR",
    "Oculus"
  ],
  "gpu_api": 2,
  "gpu_caps": 8387583,
  "gpu_copy_texture_support": 31,
  "gpu_device_id": 9476,
  "gpu_vendor_id": 4318,
  "gpu_driver": "",
  "gpu_max_cubemap_size": 16384,
  "gpu_max_texture_size": 16384,
  "gfx": "NVIDIA GeForce RTX 3060",
  "gpu_render_texture_support": 511,
  "gpu_shader_caps": 50,
  "gpu_supported_render_target_count": 8,
  "gpu_texture_format_support": 915,
  "gpu_vendor": "NVIDIA",
  "gpu_version": "Direct3D 11.0 [level 11.1]",
  "is_editor": false,
  "is_fullscreen": false,
  "is_wsar_remote": false,
  "is_ar_app": false,
  "localprojectid": "ab0ea0ff0205724fa4bcbb8381d52d6",
  "os_family": 2,
  "os": "Windows 10 (10.0.0) 64bit",
  "platform": "WindowsPlayer",
  "platformid": 2,
  "appid": "832efc71-067a-421e-a5b6-3af515958f5d",
  "screen_orientation": 1,
  "scripting_backend": "Mono",
  "sessionId": 472626976762504320,
  "sdk_ver": "2019.2.21f1",
  "sdk_ver_full": "2019.2.21f1_9d528d026557",
  "vr_device_name": "",
  "vr_device_model": "",
  "counter": 529,
  "managed_exception": {
    "type": "NullReferenceException",
    "message": "NullReferenceException: Object reference not set to an instance of an object",
    "stack_trace": "Studio.Scripts.Rokoko.UI.Panels.VirtualProduction.FloatingPanelVisibilityBehaviour.LateUpdate () (at <4d1f15c1ec3d4c35a11d27054db0b099>:0)\n"
  },
  "log_messages": [
  ]
}
[ 13/41] [o:url]
Flow: e Edit D Duplicate R Replay X Export d Delete b Save body N Next flow p Prev flow
Proxy: ? Help o Back E Events O Options i Intercept f Filter S Save flows % Clear list = Layout ctrl = Switch F Follow new

```





support.rokoko.com/hc/en-us/articles/20850513060113-Rokoko-Smartsuit-Pro-II-FAQs

### Rokoko Studio?

- Is it 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/14277621966353-What-warranty-does-the-Smartsuit-Pro-II-come-with](https://support.rokoko.com/hc/en-us/articles/14277621966353-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](mailto: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.

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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/14676595103505-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 &

WALSH v ROKOKO ELECTRONICS - EXHIBITS

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





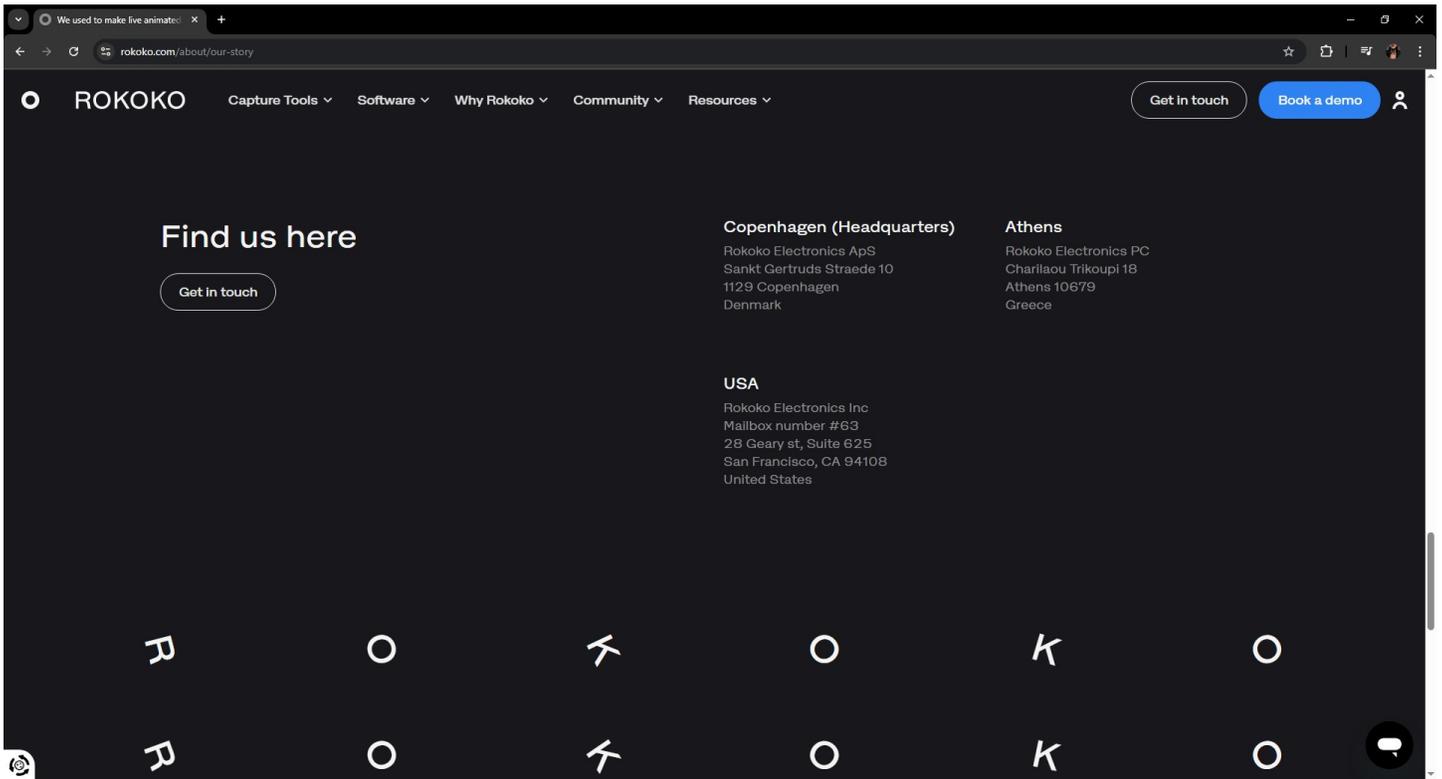
WALSH v ROKOKO ELECTRONICS - EXHIBITS  
Continued from 66, Jan 2021



WALSH v ROKOKO ELECTRONICS - EXHIBITS  
Continued from 67 – October 2018



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:

The screenshot shows a web browser window with the URL `farm-soho-san-francisco.spheremail.co/customers/get_office`. The page is titled "Select a plan" and features the FARM logo. Navigation options include "Business" and "Personal" (selected), and "Monthly" and "Yearly" (selected). Four plan cards are displayed:

- Address Only**: \$10.00/month (\$119.99 billed yearly). Features include 1 complimentary mail item/month, 1 complimentary letter scanning/month, and shredding/recycling for \$1.20/item. Includes a "Get started" button.
- Mailbox Simple**: \$20.00/month (\$239.99 billed yearly). Features include 30 complimentary mail items/month, 10 complimentary letter scanning/month, and 10 complimentary letter shredding/month. Includes a "Get started" button.
- Mailbox Plus**: \$30.00/month (\$359.99 billed yearly). Features include 100 complimentary mail items/month, 50 complimentary letter scanning/month, and 50 complimentary letter shredding/month. Includes a "Get started" button.
- Virtual Office Basic**: \$62.50/month (\$750.00 billed yearly). Features include 100 complimentary mail items/month, 100 complimentary letter scanning/month, and 100 complimentary letter shredding/month. Includes 1 month of conference room hours and 3 days of day pass access. Includes a "Get started" button.

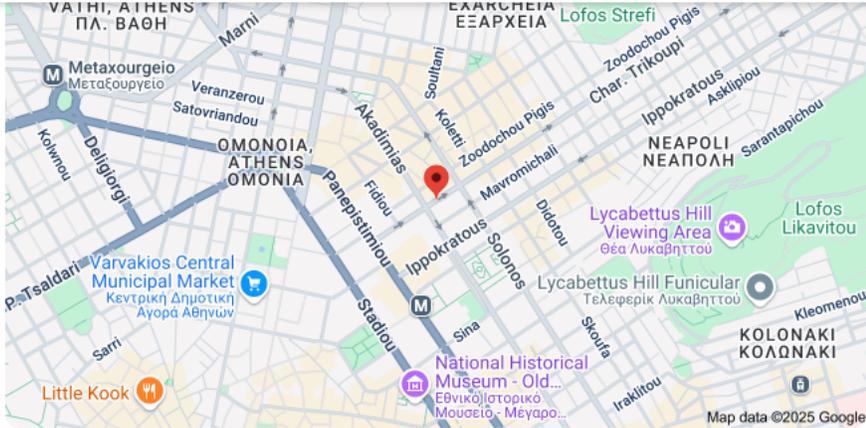
Additional details for the Virtual Office Basic plan include "All Conference Room 20% OFF" and "Day Pass Discount 20% OFF".

## 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&scas\\_esv=7d47c209775424ca&sxsrf=AHTn8zo0pyVKaO0\\_xclFz](https://www.google.com/search?q=Charilaou+Trikoupi+18+Athens+10679+Greece&scas_esv=7d47c209775424ca&sxsrf=AHTn8zo0pyVKaO0_xclFz)

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-dieftynsis › 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

The screenshot shows a Google search for "Stone Soup athens". The search results on the left include:

- Stone Soup Coworking Space** (https://www.stonesoup.io)  
**Stone Soup Coworking Space**  
Step into Stone Soup Coworking in the heart of Athens, where you will find a welcoming space designed to make your workday better.  
Workspace: Located in the heart of Athens' commercial and business ...  
People: Ioanna Stone Soup Athens Coworker, Ioanna Aliferaki ...  
News: We spoke with Giorgos Stamatopoulos, a structural ...  
Services: It started with a pressure cooker sprint, but then there was this ...  
Research: We spoke with Giorgos Stamatopoulos, a structural ...  
More results from stonesoup.io
- Instagram - stonesoupcoworking** (990+ followers)  
**Stone Soup (@stonesoupcoworking)**  
Cozy coworking in the heart of Athens. Local and international coworkers, workspace, digital consultancy. Make an appointment to join us!
- Facebook - Stone Soup** (2k+ followers)  
**Stone Soup**  
A warm and inviting coworking space in the heart of Athens, open to coworkers from around the world!

The business listing on the right is for **Stone Soup**, an office space rental agency in Athens, Greece. It features a 4.9 star rating from 207 Google reviews. The listing includes a map, photos, and contact information:

- Address:** Char, Trikoupi 18, 5th Floor, Athina 106 79, Greece
- Phone:** +30 21 0338 8566
- Hours:** Closed - Opens 10 AM Mon
- Reviews:** 5/5 (Facebook - 17 votes)
- Google reviews:** 4.9 (207 Google reviews)

WALSH v ROKOKO ELECTRONICS - EXHIBITS  
Defendant's "Los Angeles office" where "teams" work.

corpnet incorporated - Google

google.com/search?q=corpnet+incorporated&oq=corpnet+incorporated&gs\_lcrp=EgZjaHJvbWUqCggAEAAy4wYgAQyCggAEAAy4wYgAQyEAgBEC4YnwEYxwEYgAQYjgUyCagCEAAyFhgeMg0IAxAGIYDGI

All News Images Maps Videos Short videos Forums More Tools

**CorpNet**  
https://www.corpnet.com

**Start a Business, Incorporate, or Form an LLC With CorpNet**  
CorpNet® is the smartest way to start a business, register for payroll taxes, and maintain business compliance across the United States. Entrepreneurs, ...

**Contact Us**  
Or we will refund 100% of our service fees, no questions ...

**A-Z Services and Pricing**  
Preparation of Articles of Incorporation (Corporations) or ...

**Form an LLC**  
You may then be subject to the same fees, taxes, and ...

**Incorporate a Business**  
Incorporate your business with CorpNet. Our Business Filings ...

**About Us**  
CorpNet offers incorporation and compliance services in all 50 ...

More results from corpnet.com »

**People also ask**

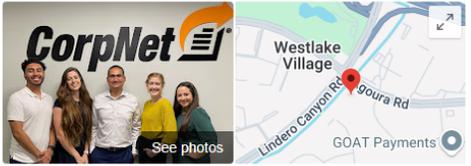
What does CorpNet do?

Who is the owner of CorpNet?

Is an LLC a corporation or incorporated?

Is CorpNet worth it?

Feedback



**CorpNet, Incorporated**  
4.8 ★★★★★ 349 Google reviews  
Legal services in Westlake Village, California

Website Directions Reviews Save  
Share Call

Provider of business-incorporation services, including LLC filings and corporate compliance.

**Address:** 31416 Agoura Rd #118, Westlake Village, CA 91361  
**Phone:** (888) 449-2638  
**Hours:** Closed · Opens 7 AM Mon

Suggest an edit · Own this business?

**Reviews**

Google reviews Write a review Add a photo

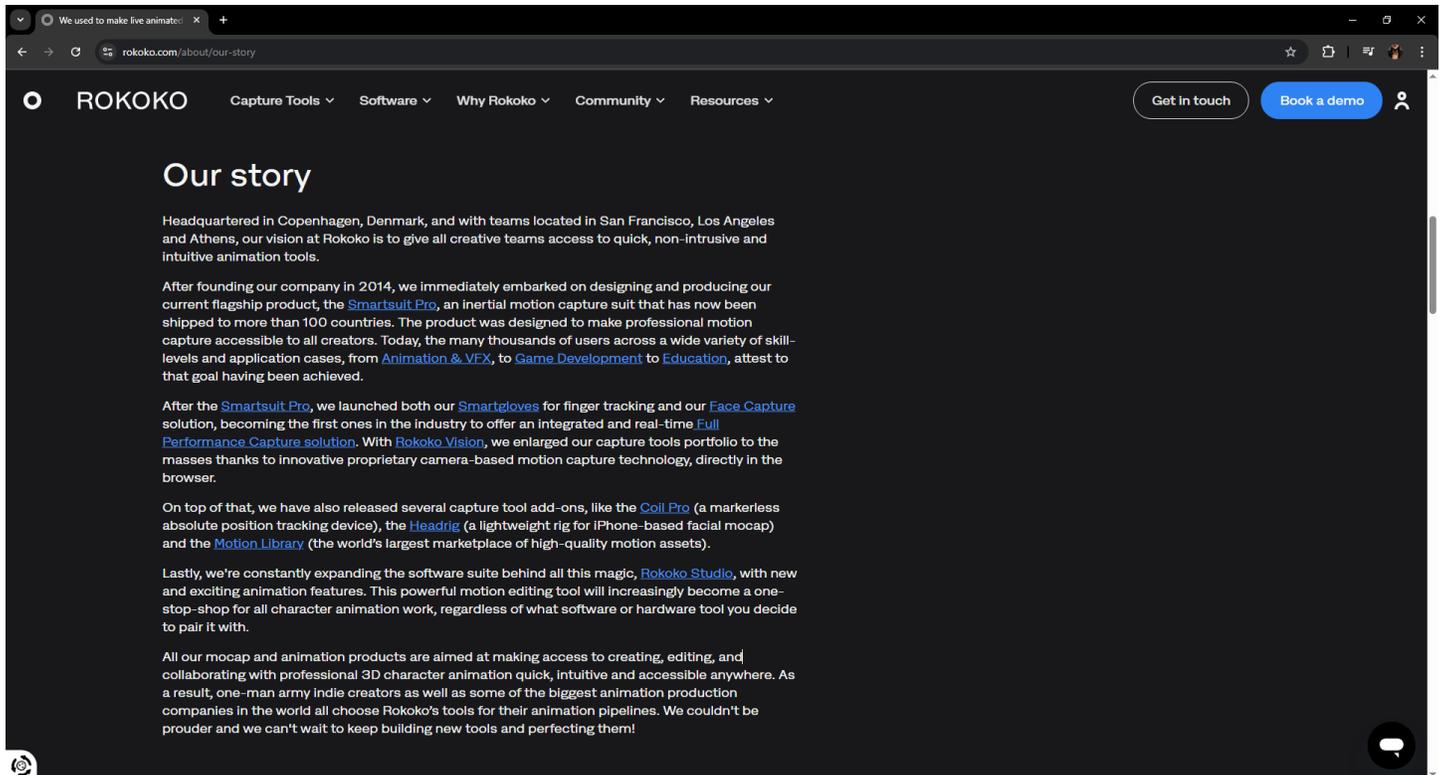
J "Great service and friendly staff!" ★★★★★

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

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

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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



The screenshot shows the 'Our story' page on the Rokoko website. The page has a dark theme with white text. The navigation bar at the top includes the Rokoko logo and menu items: Capture Tools, Software, Why Rokoko, Community, and Resources. There are also buttons for 'Get in touch' and 'Book a demo'. The main content area is titled 'Our story' and contains several paragraphs of text describing the company's history and products. The text mentions that the company is headquartered in Copenhagen, Denmark, and has teams in San Francisco, Los Angeles, and Athens. It also lists various products like Smartsuit Pro, Smartgloves, Face Capture, Rokoko Vision, Coil Pro, Headrig, and Motion Library. The page ends with a small circular icon in the bottom right corner.

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 [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.

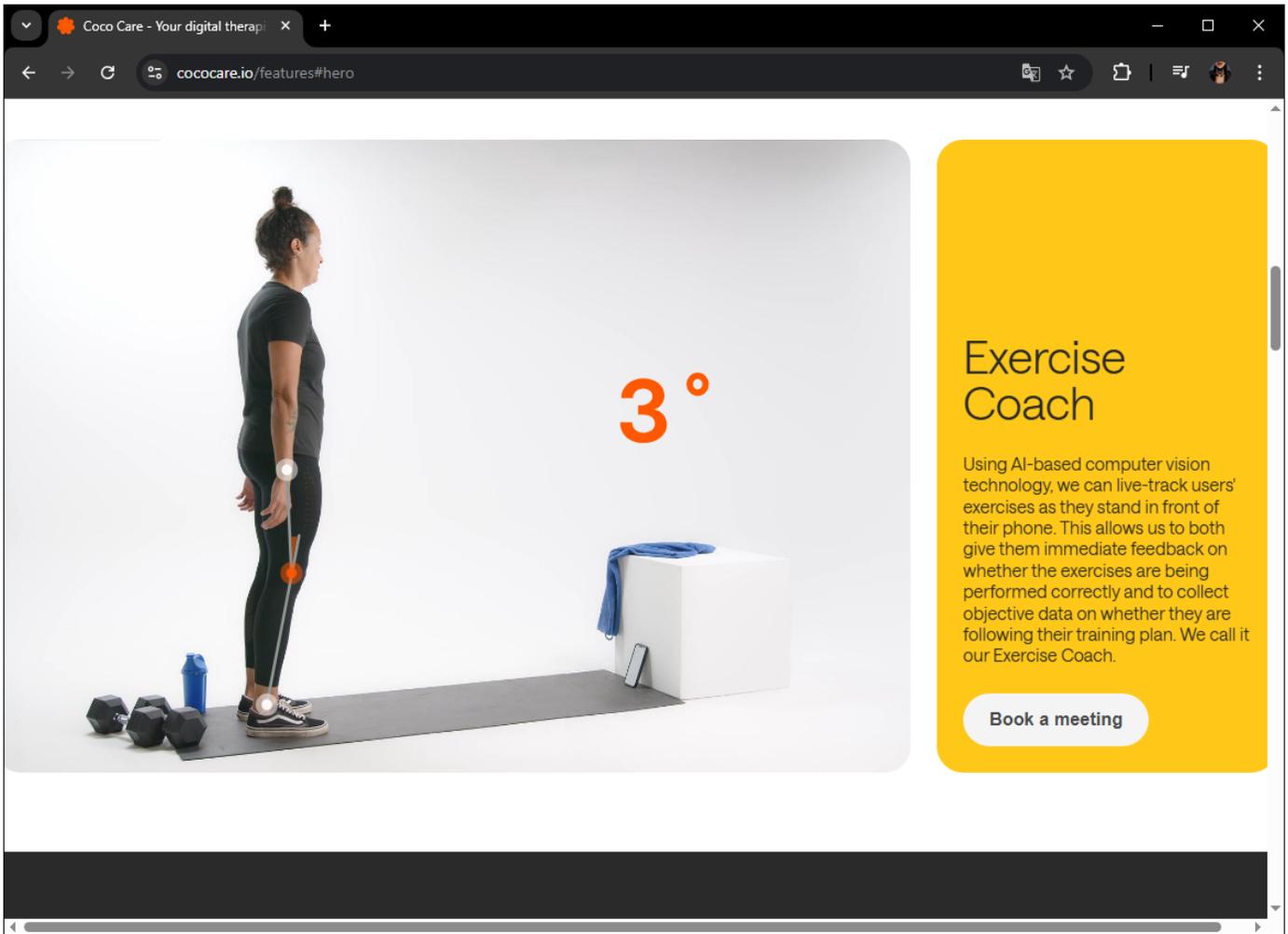
On top of that, we have also released several capture tool add-ons, like the [Coil Pro](#) (a markerless absolute position tracking device), the [Headrig](#) (a lightweight rig for iPhone-based facial mocap) and the [Motion Library](#) (the world's largest marketplace of high-quality motion assets).

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!

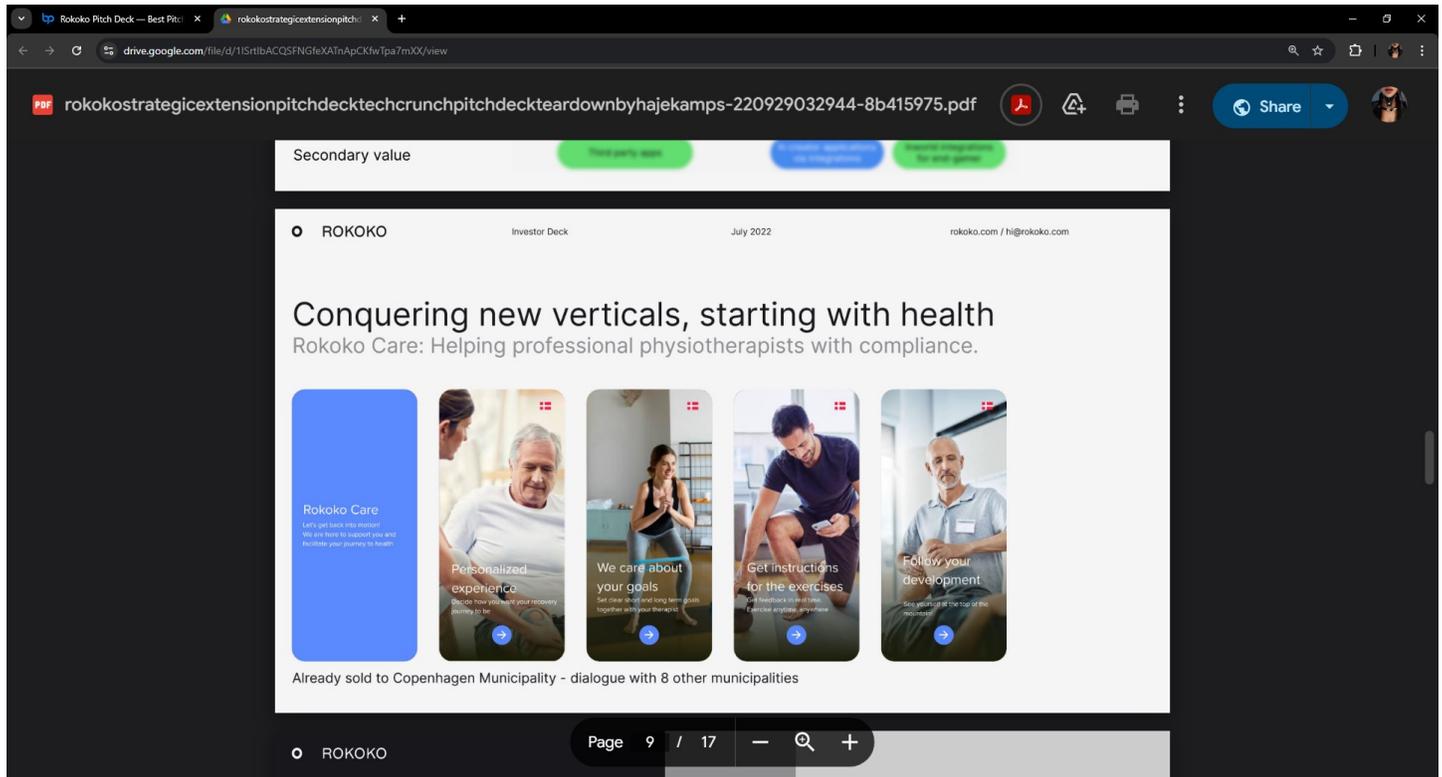
WALSH v ROKOKO ELECTRONICS - EXHIBITS

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



WALSH v ROKOKO ELECTRONICS - EXHIBITS

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



File Message Help

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

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

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

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** 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

ROKOKO Investor Deck July 2022 rokoko.com / hi@rokoko.com

# The Rokoko Platform in 2 years

Revolving around our AI infused motion engine

Inputs

Third Party EGC/UGC

Creation, editing, sharing

Output Primary value

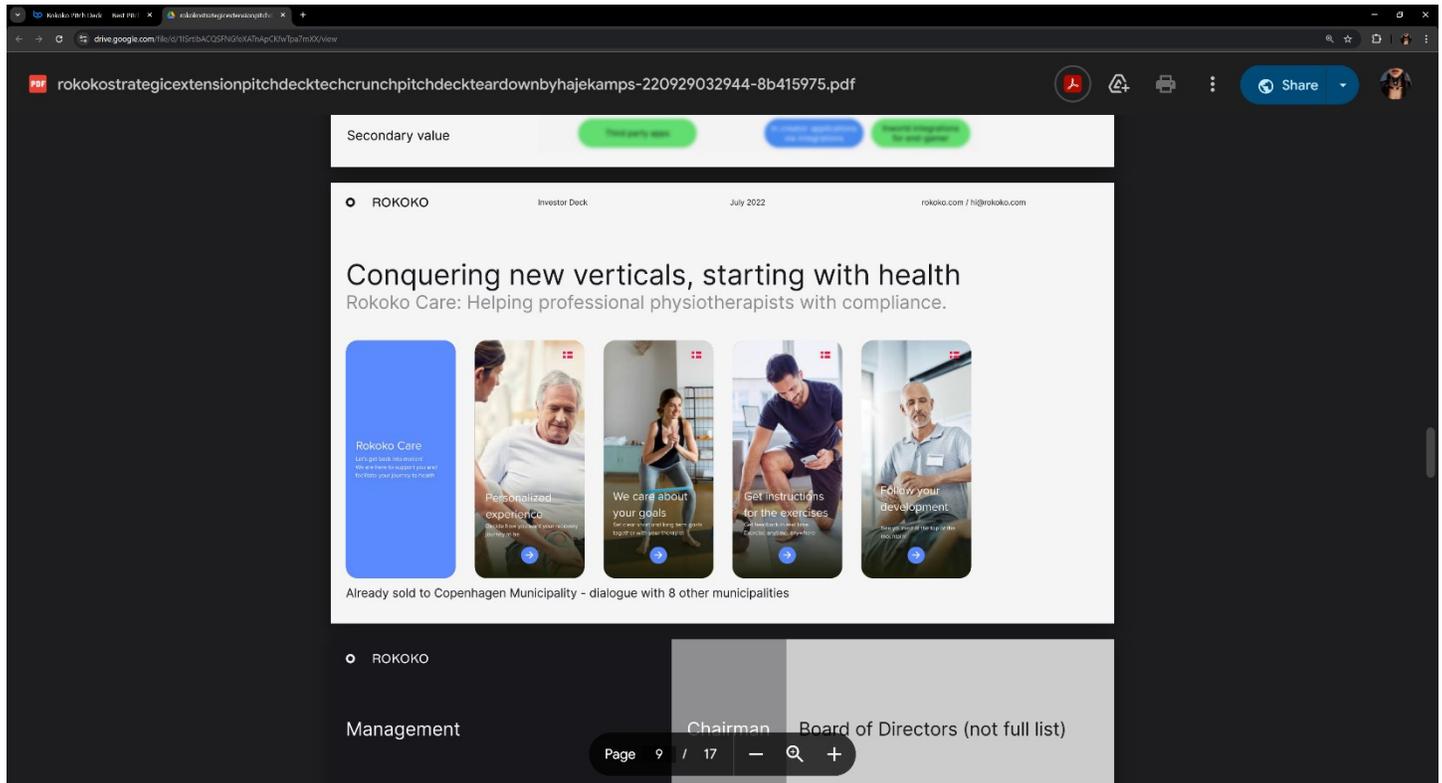
Secondary value

Legend: ● New (Green), ● Existing (Blue)

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

WALSH v ROKOKO ELECTRONICS - EXHIBITS

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.



WALSH v ROKOKO ELECTRONICS - EXHIBITS

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

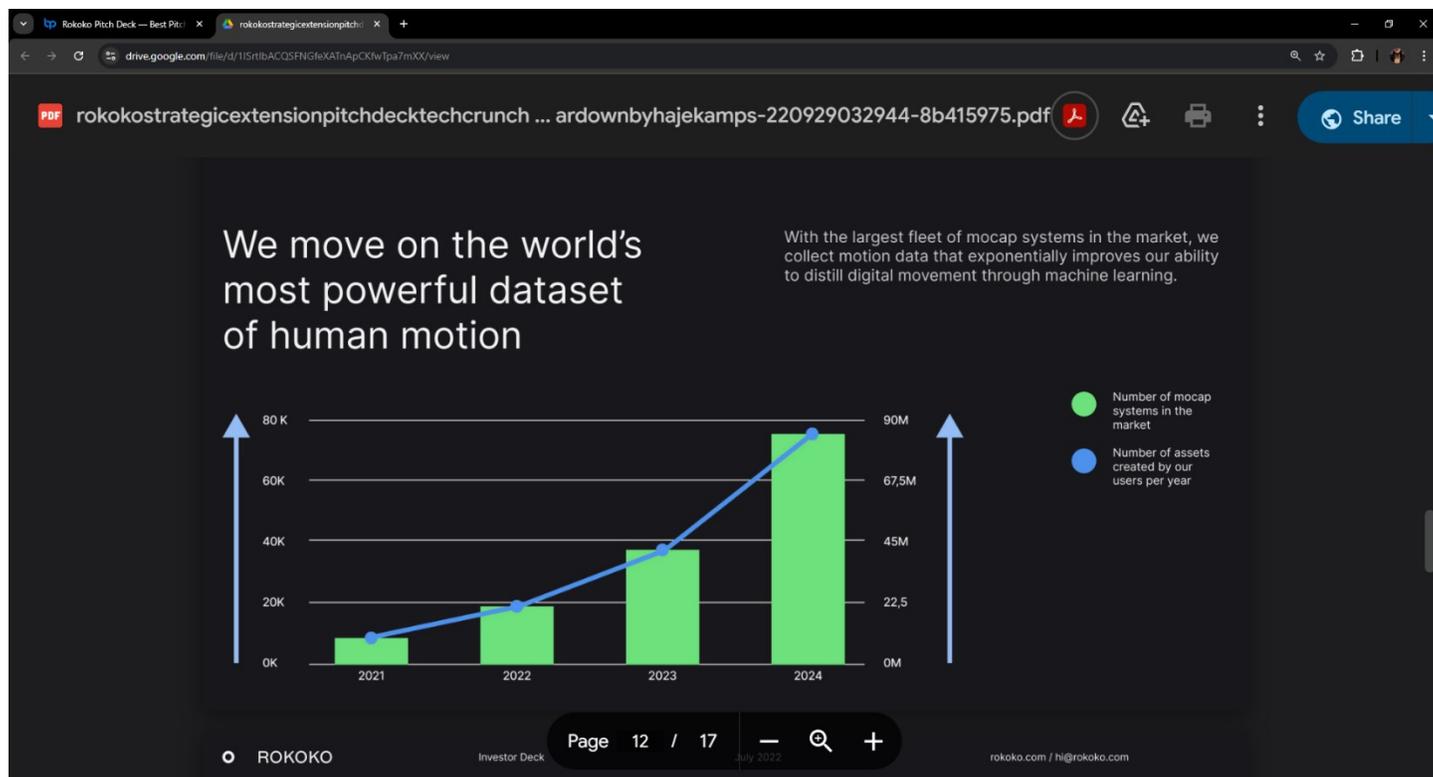
The screenshot shows a Google Drive PDF viewer displaying a slide from a pitch deck. The slide is titled 'Management' and 'Board of Directors (not full list)'. It features seven portraits of individuals with their names and titles listed below them.

Management			Chairman	Board of Directors (not full list)		
<b>Jakob Balslev</b>	<b>Matias Søndergaard</b>	<b>Mikkel Lucas Overby</b>	<b>Jess Tropp</b>	<b>Stefano Corazza</b>	<b>Brett Bibby</b>	<b>Rikke Crosby</b>
Founder & CEO	Co-founder & CPO	COO / CFO	Principal at Nordic Capital	Head of Roblox Studio	Former CPO of Unity	CSO of Nordisk Film
MA in Film Production	MSc in Economics	Ph.D. in Economics & Strategy	Private Equity expert	Animation & 3D expert	Game Industry expert	Film industry expert

At the bottom of the slide, there is a footer with the ROKOKO logo, 'Investor Deck', 'Page 11 / 17', navigation icons, and the website 'rokoko.com / hi@rokoko.com'.

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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.



## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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.

rokoko Pitch Deck — Best Pit: X    rokokostrategicextensionpitch: X    +

drive.google.com/file/d/1ISrtibACQSFNGfexATnApCKwTpa7m0X/view

PDF rokokostrategicextensionpitchdecktechcrunch ... ardownbyhajekamps-220929032944-8b415975.pdf    🔍    🖨️    ⋮    Share

ROKOKO    Investor Deck    July 2022    rokoko.com / hi@rokoko.com

## Company background

### Products

- Hardware: Full performance capture product line (7 patents)
- Software: Cloud-based software suite for editing, analysis and generating motion data
- Machine learning: The world's largest collection of motion data, exponentially increased through hardware use, continuously enforcing all tools

### Revenue growth over the last 3 years

Year	Revenue
2019	~\$2M
2020	Redacted
2021	~\$10M

### Future vision

- Core vision: Become the backbone of all digital human motion
- Metaverse opportunity: Rokoko is the missing link to create "virtual presence" in the Metaverse, i.e. natural and untethered human motion
- New verticals: Understanding and capturing human motion is a challenge across verticals. Rokoko is positioned to become the go-to infrastructure. Development projects already ongoing in health, sports, enterprise, robotics

### ARR growth

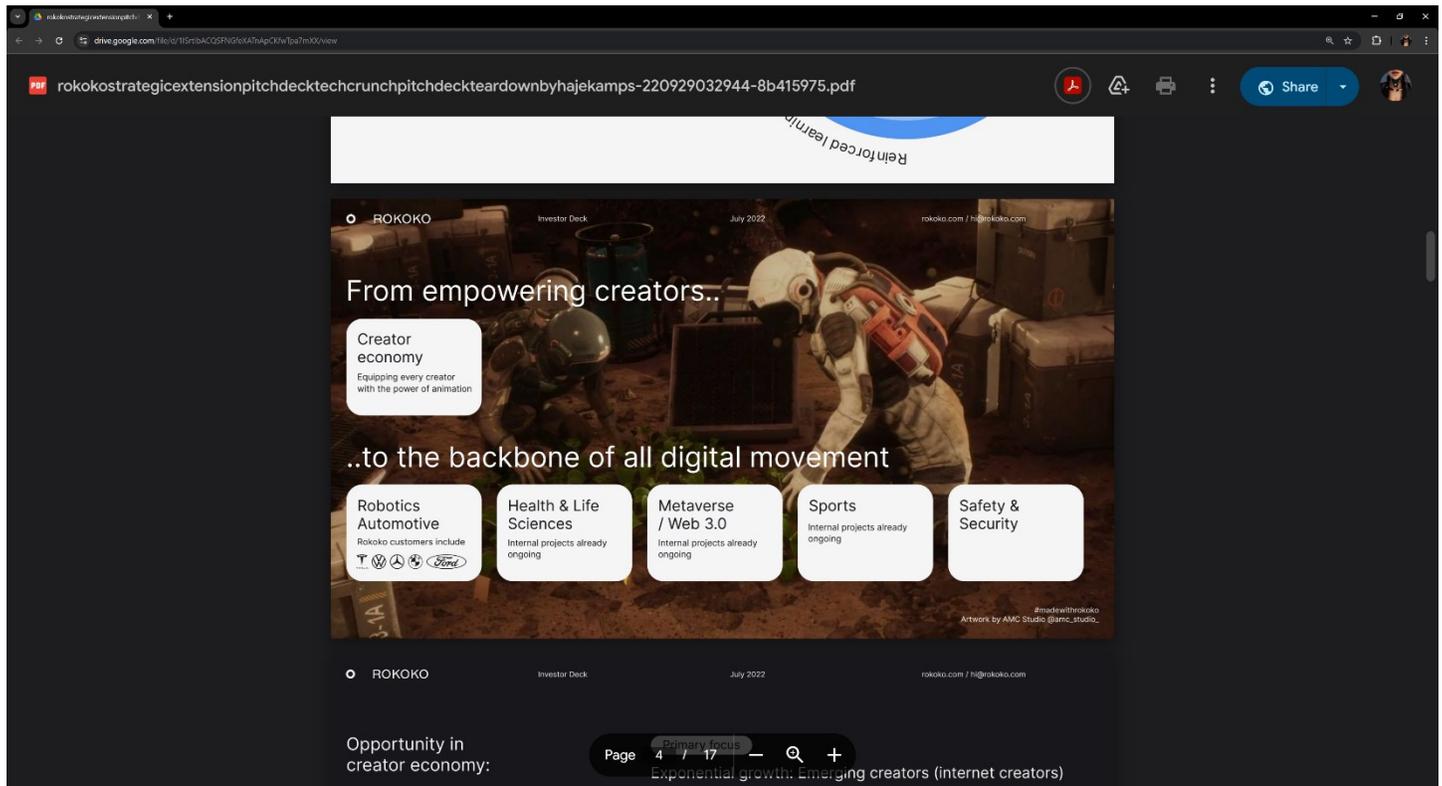
Year	ARR
2017	~\$1M
2018	~\$2M
2019	~\$3M
2020	Redacted
2021	~\$10M

Page 13 / 17    —    🔍    +

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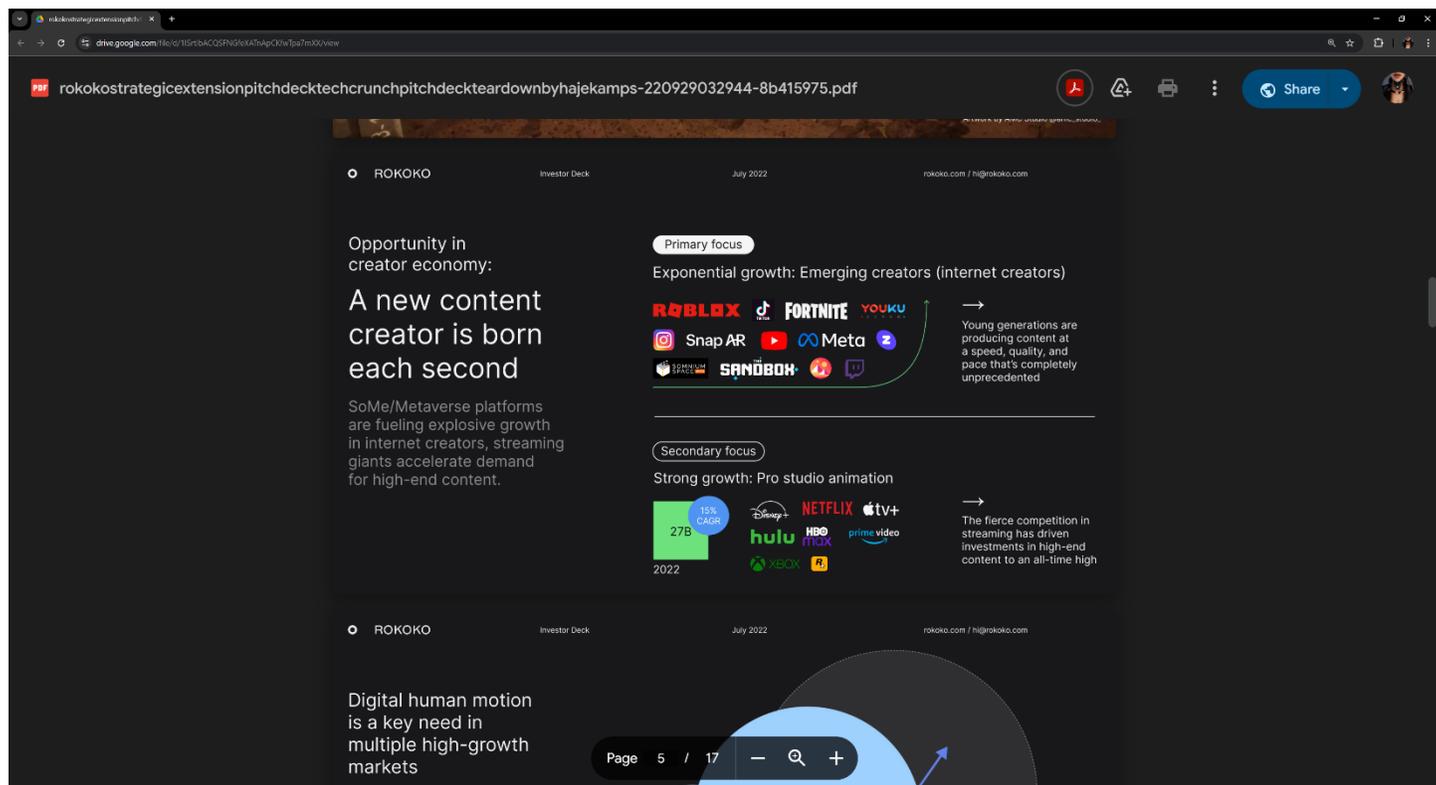
WALSH v ROKOKO ELECTRONICS - EXHIBITS

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).



WALSH v ROKOKO ELECTRONICS - EXHIBITS

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



## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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.

rokokostrategicextensionpitchdecktechcrunchpitchdeckteardownbyhajekamps-220929032944-8b415975.pdf

ROKOKO Investor Deck July 2022 rokoko.com / hi@rokoko.com

## Rokoko at a glance

Founded in **March 2014**  
Copenhagen, Denmark

**Offices in**  
Copenhagen (HQ), Athens, Tokyo & San Francisco

More than **50.000**  
Users in 100+ countries

**60-70%**  
Of users are one-man-army creators

**80**  
Employees in total (60% engineers)

**Customers**  
include:

AIRBUS SONY  
Adobe Microsoft  
Meta NETFLIX  
Snap Inc. Hulu  
Yale Disney

## Fundraising history

Page 14 / 17

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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.

The screenshot shows a Google Drive PDF viewer displaying a slide from an investor deck for ROKOKO. The slide is titled "Fundraising history" and lists four funding rounds: 2019, 2021, 2022, and 2023. The 2022 round is highlighted with a green border. The slide also includes pre-money valuations and lead investors for each round.

Year	Funding Round	Amount	Pre-money valuation	Lead Investor
2019	Funding to date	\$7M	> \$20M	North-East Venture, VF Venture, Kickass Capital
2021	Series A	\$3M	\$40M	VF Venture
2022	Strategic round	\$3M	\$80M	
2023	Series B	\$25M		

Page 15 / 17

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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

Rokoko Pitch Deck — Best Pitch Decks

bestpitchdeck.com/rokoko

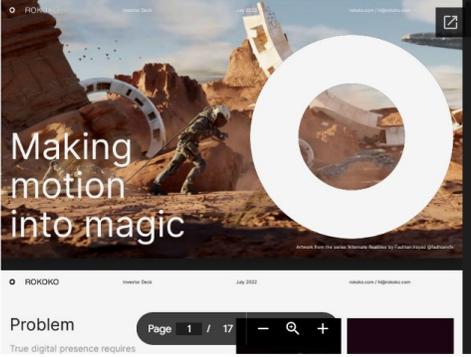
Best Pitch Decks 🔍 🔥 Hot Industries Stage Templates Blog

@pitchdecks Templates

## Rokoko Pitch Deck

Rokoko was founded by Jakob Balslev, Matias Søndergaard, and Anders Klok in March 2014 — the idea first occurred to the trio when 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 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, joined by two existing lead investors, VF Venture and North-East Venture, along with robotics specialist Thomas Visti (Universal Robots, MIR) and new board member Brett Bibby.

2022 • Series C



**Problem**

True digital presence requires

## 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.

The screenshot displays the RocketReach profile for Rokoko. The page is divided into two main sections: Company Information and Top Rokoko Employees.

**Company Information:**

- Company Name:** Rokoko Information
- Website:** <http://www.rokoko.com>
- Revenue:** \$10.7 million
- Funding:** \$3 million
- Employees:** 118 (73 on RocketReach)
- Founded:** 2014
- Address:** Rokoko Electronics Aps 10 Sankt Gertruds Straede, Copenhagen, Capital Region of Denmark 1129, DK
- Phone:** (453) 584-0087
- Technologies:** JavaScript, HTML, Twitter, G Suite, YouTube, Gmail, CloudFlare CDN, Facebook, Github, Facebook Pixel +43 more (view full list)
- Industry:** Software, Technology, Information and Media, Content & Collaboration

**Top Rokoko Employees:**

- Mikkel Overby:** COO and CFO at Rokoko, Copenhagen, DK. 4 email addresses: rokoko.com, gmail.com, melatech.io, 454024XXXX.
- Jakob Balslev:** CEO and Co-founder at Rokoko, Capital Region of Denmark, Denmark. 2 email addresses: gmail.com, rokoko.com.
- Lucian Rusen:** VP of Software Engineering at Rokoko, Vilnius, LT. 3 email addresses: yahoo.com, rokoko.com, 4074581XXXX, 4074550XXXX.
- Kendra Bannister:** Director of Hardware Product Development at Rokoko, Copenhagen, DK. 1 email address: gmail.com. 5 phone numbers: 778237XXXX, 4672022XXXX, ...
- Jess Tropp:** Chairman at Rokoko, Copenhagen, DK. 2 email addresses: webspeed.dk, gmail.com. 3 phone numbers: 452326XXXX, 453344XXXX, 453344XXXX.

WALSH v ROKOKO ELECTRONICS - EXHIBITS

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”

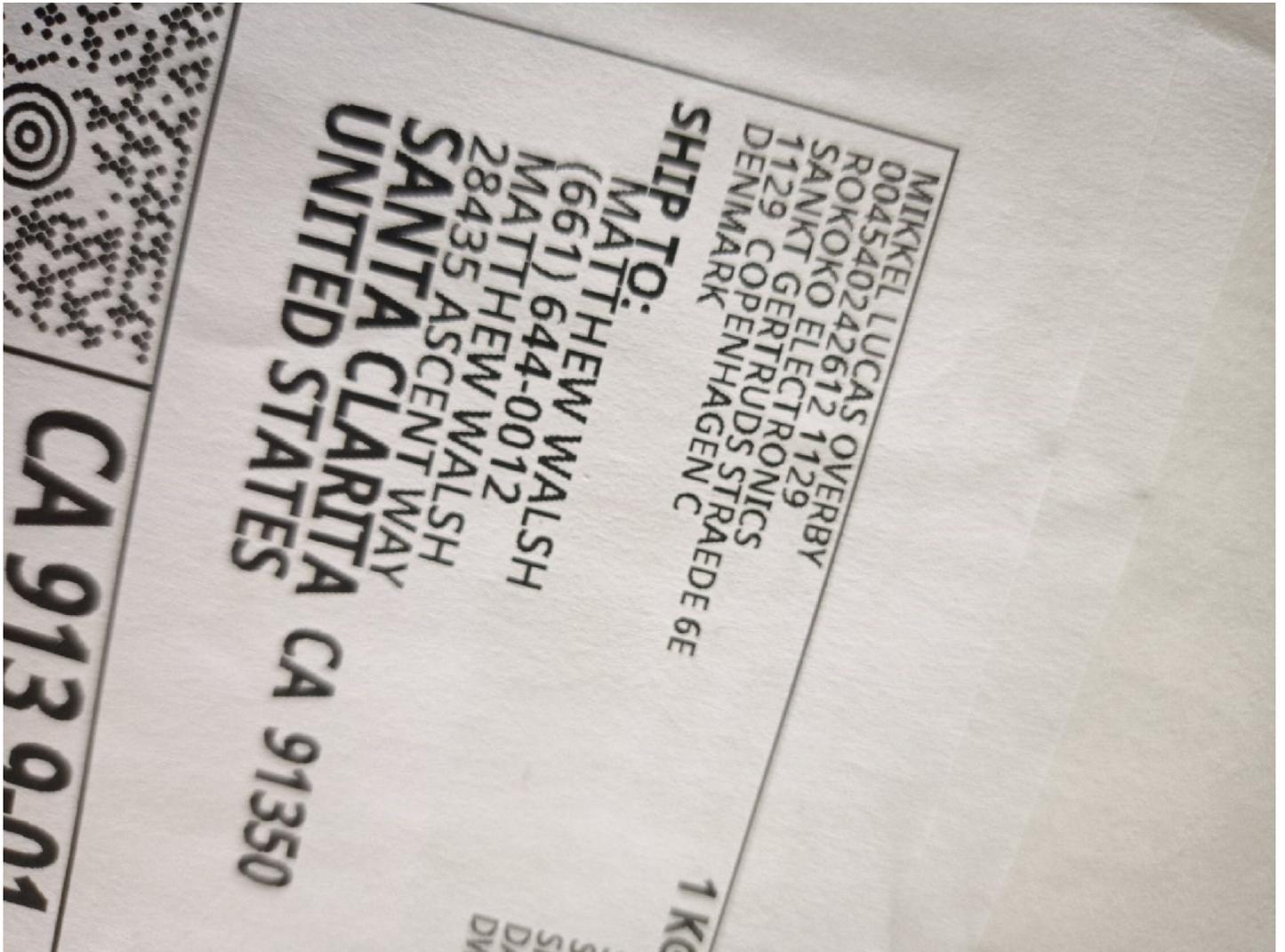
The screenshot shows a RocketReach search results page for the company 'Rokoko'. The left sidebar contains various filters such as 'Employer', 'Intent', 'Competitors', 'Employee Count', 'Revenue', 'News', 'Industry', 'Company Tags', 'Contact Method', 'Education', 'Web', 'Contact Info', 'Social Link', 'Other', 'Description', and 'Exclude'. The main content area displays a list of seven employees, each with a profile picture, name, title, location, contact information (email, phone, social media), and a 'Get Contact Info' button. The employees listed are:

- Sam Lazarus**, Creative Director, San Francisco, CA, US. Contact: @rokoko.com, @gmail.com, 207-841-XXXX.
- Jess Tropp**, Chairman, Copenhagen, DK. Contact: @webspeed.dk, @gmail.com, +45-232-XXXX.
- Kendra Bannister**, Director of Hardware Product Development, Copenhagen, DK. Contact: @gmail.com, 778-237-XXXX.
- Ame Alamag**, Owner, Las Cruces, NM, US. Contact: @aol.com, 575-522-XXXX.
- Jan-Frederik Gräve**, Business Intelligence Lead, Copenhagen, DK. Contact: Get contact info to view data.
- Jacki Ngo**, Head of Marketing, Copenhagen, DK. Contact: @rokoko.com, @gmail.com, 452-267-XXXX.
- Asep Sukmambara**, Manager, West Java, Indonesia. Contact: Get contact info to view data.

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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







# Invoice

Page

Waybill Number: 1FA199V3YXH  
Shipment ID: 1FA199V3YXH



Date: 22/SEP/2020  
Invoice No:  
PO No:  
Terms of Sale (Incoterm):  
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

### FROM

Tax ID/EIN/VAT No.:  
Contact Name: Mikkel Lucas Overby  
Rokoko Electronics  
Sankt Gertruds Straede 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

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

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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

```
usb_hub_2025_03_29-12_43_01.log - Notepad
File Edit Format View Help
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
Ln 117, Col 43    100%    Windows (CRLF)    UTF-8
```

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

The screenshot shows a web browser window displaying the PitchBook profile for Rokoko Care. The browser's address bar shows the URL [pitchbook.com/profiles/company/606231-28](https://pitchbook.com/profiles/company/606231-28). The PitchBook logo and navigation menu are at the top. The profile header includes the company name "Rokoko Care" and a search bar. The main content area is titled "Rokoko Care Overview" and features a navigation menu with "ROKOKO Care" selected. Key statistics are displayed: Year Founded (2024), Status (Private), Employees (6), and Latest Deal Type (Corporate). A "Financing Rounds" section shows 2 rounds. A "Description" section states: "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." The "Contact Information" section includes the website [www.rokokocare.com](http://www.rokokocare.com), Primary Industry (Application Software), and Corporate Office (Sankt Gertruds Straede 10 K, 1129 Copenhagen, Denmark). A sidebar on the left lists various sections like Overview, Timeline, Valuation & Funding, etc. A callout box on the left says "This is a profile preview from the PitchBook Platform. Request a free trial".

**Rokoko Care Overview** Update this profile

ROKOKO Care

Year Founded: **2024** | Status: **Private** | Employees: **6** | Latest Deal Type: **Corporate**

Financing Rounds: **2**

**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](http://www.rokokocare.com)

**Primary Industry**  
Application Software

**Corporate Office**  
Sankt Gertruds Straede 10  
K  
1129 Copenhagen  
Denmark

**Ownership Status**  
Privately Held (backing)

**Financing Status**  
Corporate Backed or Acqui

**Request a free trial**

- Overview
- Timeline
- Valuation & Funding
- Comparisons
- Competitors
- Research & Analysis
- Related News
- Patents
- Service Providers
- Lenders on Deals
- Signals
- Investors
- Lead Partners on Deals

**Rokoko Overview** Update this profile

**ROKOKO**

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

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

**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](http://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 [redacted]

LinkedIn | X | Facebook

**This is a profile preview from the PitchBook Platform.**  
[Request a free trial](#)

- Overview
- Timeline
- Valuation & Funding
- Cap Table
- VC Exit Predictor
- Comparisons
- Competitors
- Research & Analysis
- Related News
- Patents
- Service Providers
- Signals
- Investors
- Lead Partners on Deals
- Acquisitions
- Exits
- Affiliates

# WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant is valued at as of 2022

The screenshot shows a Slideshare presentation page. The browser address bar indicates the URL: [slideshare.net/slideshow/rokoko-pitch-deck-80m-motion-capture-tech/253310106](https://slideshare.net/slideshow/rokoko-pitch-deck-80m-motion-capture-tech/253310106). The presentation title is "Rokoko pitch deck: \$80M motion capture tech", dated Oct 2, 2022, with 2 likes and 22,874 views. It is categorized as a "Pitch Deck" and "Business". The text on the page states that Rokoko was founded in March 2014 and used this pitch deck to raise a \$3M strategic round, valuing the company at over \$80 million. The main slide visible is titled "Making motion" and features a 3D rendered scene of a character in a desert environment with a large white circular graphic.

**Rokoko pitch deck: \$80M motion capture tech**  
Oct 2, 2022 • 2 likes • 22,874 views

**Pitch Decks** [Follow](#)

Rokoko was founded by Jakob Balslev, Matias Søndergaard, 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**

1 of 17

**1**

**Get 40% off Adobe Creative Cloud.**  
Save big on the All Apps plan. First year only. Ends May 12.  
[Buy now](#)

**Recommended**

- Pitch Deck Teardown: Routine's \$10M Series ...**  
HajeJanKamps  
29 slides • 7K views
- Pitch Deck Teardown: Fibery's \$5.2M Series ...**  
HajeJanKamps  
15 slides • 8K views
- 23&Me SPAC Pitch Deck (\$3.5B Valuation)**  
Pitch Decks  
47 slides • 4.9K views
- Ladder - "crown jewel" of insurtech nabs \$100M**

The screenshot shows the Tracxn website interface. At the top, there are navigation links for Customers, Offerings, Company, and Pricing, along with a Login button and a 'Get Started. It's FREE!' button. The main content area is titled 'Rokoko company profile' and includes a 'Minicorn' label. A banner at the top of the profile section says 'Unlock full details of this profile with our free Lite plan! Signup and get free access'. The profile is categorized as 'Rokoko - About the company' and was last updated on April 25, 2025. The 'About the company' section describes Rokoko as a series A company based in Copenhagen, Denmark, founded in 2014 by Matias Søndergaard and Jakob Balslev. It provides details on funding, competitors, and company details. A 'Key Metrics' sidebar on the right lists: Founded Year (2014), Location (Copenhagen, Denmark), Stage (Series A), Total Funding (\$13.7M in 8 rounds), Latest Funding Round (Series A, Jul 06, 2022, \$3.04M), Post Money Valuation (\$80M as on Aug 18, 2022), Investors (VF & 9 more), Ranked (6th among 50 active competitors), and Employee Count (37 as on Dec 31, 2021). A 'Similar Companies' section is also visible at the bottom of the sidebar.

Tracxn Customers Offerings Company Pricing Login **Get Started. It's FREE!**

Discover > Companies > Rokoko

Navigate to

Overview

- About the company
- Funding and Investors
- Founders and Board of Directors
- Competitors and Alternates
- Investments and Acquisitions
- Reports
- News
- FAQ

Funding & Investors

Founders & Board of Directors

Competitors Landscape

Comparables

Historical Cap Tables

Historical Financials

Who's likely to invest?

All Related Reports

Unlock full details of this profile with our free **Lite** plan! **Signup and get free access**

**Rokoko company profile** Minicorn Claim Profile Suggest Edits

Last updated: April 25, 2025

### Rokoko - About the company

Rokoko is a series A company based in Copenhagen (Denmark), founded in 2014 by [Matias Søndergaard](#) and [Jakob Balslev](#). 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/](http://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, Jul 06, 2022, \\$3.04M](#)

**Post Money Valuation**  
\$80M as on Aug 18, 2022

**Investors**  
[VF & 9 more](#)

**Ranked**  
6<sup>th</sup> among 50 active competitors

**Employee Count**  
37 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
<b>Gross profit</b>		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
<b>Profit/loss before financial income and expenses</b>		-12,842,071	3,317,464
Other financial income		99,856	1,832,449
Other financial expenses		-3,064,425	-829,390
<b>Profit/loss before tax</b>		-15,806,640	4,320,523
Tax on profit/loss for the year	3	910,579	116,972
<b>Profit/loss for the year</b>		<u>-14,896,061</u>	<u>4,437,495</u>
<b>Proposed profit appropriation/distribution of loss</b>			
Reserve for development costs		6,468,773	10,524,584
Retained earnings		-21,364,834	-6,087,089
		<u>-14,896,061</u>	<u>4,437,495</u>

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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
<b>ASSETS</b>			
<b>Fixed assets</b>			
<b>Intangible assets</b>	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
		<u>45,720,269</u>	<u>37,428,401</u>
<b>Property, plant and equipment</b>	5		
Fixtures, fittings, tools and equipment		1,156,924	421,257
Leasehold improvements		29,923	46,156
		<u>1,186,847</u>	<u>467,413</u>
<b>Investments</b>			
Equity investments in group entities		13,558,028	10,058,633
Other receivables		647,978	646,122
		<u>14,206,006</u>	<u>10,704,755</u>
<b>Total fixed assets</b>		<u>61,113,122</u>	<u>48,600,569</u>
<b>Current assets</b>			
<b>Inventories</b>			
Raw materials and consumables		37,945,647	30,289,899
<b>Receivables</b>			
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
		<u>5,743,547</u>	<u>2,998,351</u>
<b>Cash at bank and in hand</b>		<u>1,322,671</u>	<u>2,689,936</u>
<b>Total current assets</b>		<u>45,011,865</u>	<u>35,978,186</u>
<b>TOTAL ASSETS</b>		<u>106,124,987</u>	<u>84,578,755</u>

## 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.

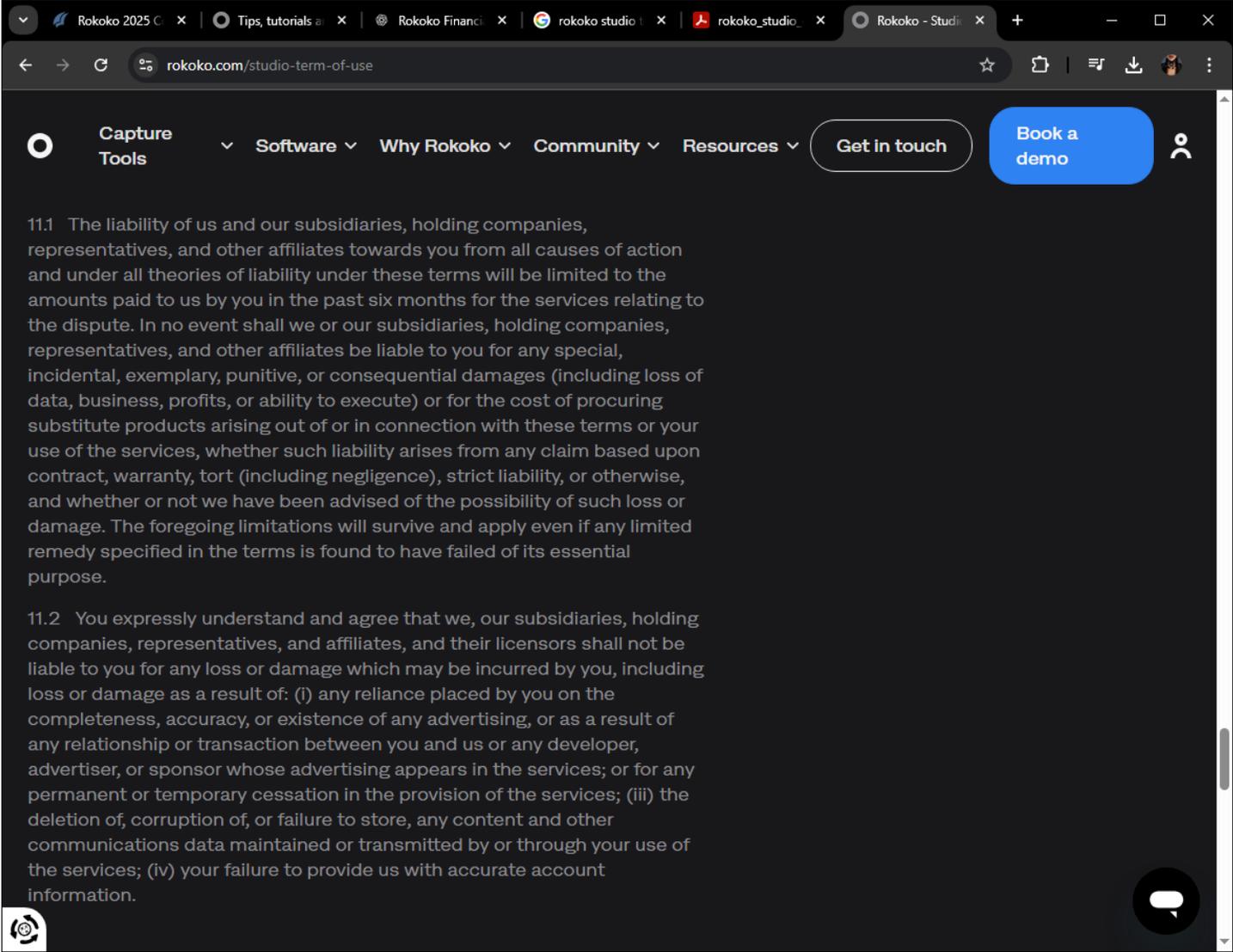
### 2 Staff costs

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
	<u>28,768,707</u>	<u>26,005,520</u>
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
	<u>-910,579</u>	<u>-116,972</u>

WALSH v ROKOKO ELECTRONICS - EXHIBITS  
Defendant’s terms of use that they are not liable for false advertising



WALSH v ROKOKO ELECTRONICS - EXHIBITS

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

Current Folder | terms

File | Folder | View | Help | Search

Flagged | Sent To | Unread | Important | More

Scope: All Mailboxes | Current Mailbox | Subfolders | All Outlook Items

Options: Recent Searches | Search Tools | Close Search

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**Results** By Date | ↑

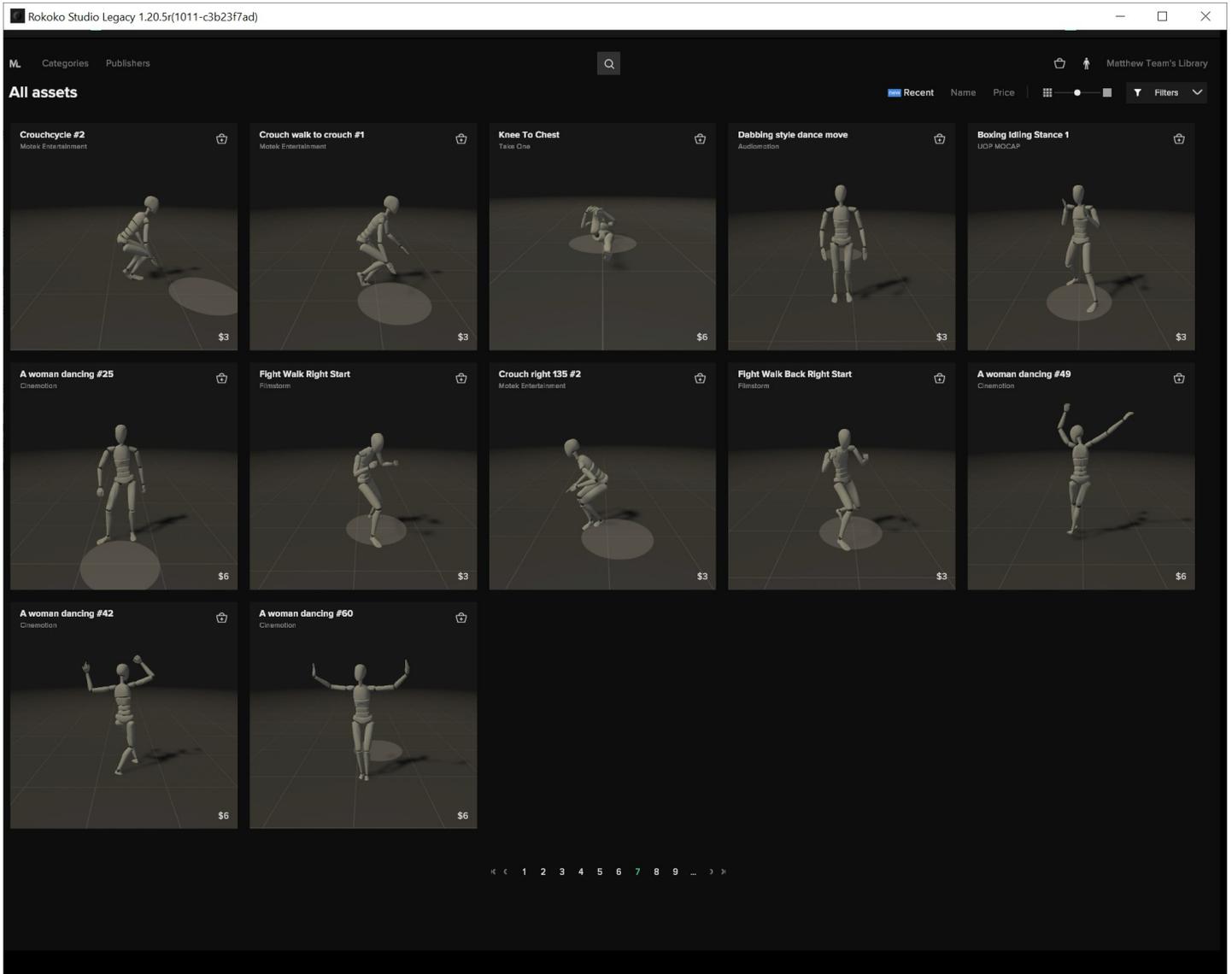
From	Subject	Received	Size
▼ Older			
Rokoko	Updates to Our Terms of Use 30 days from now, on March 22, 2025, we will make a change in our Terms of Use. The most significant update focuses on the	Thu 2/20/2025 7:01...	40 KB
Rokoko User Pa...	You're invited to join the Rokoko User Panel feedback program You're invited to join the Rokoko User Panel You're receiving this email because you signed up for a previous Rokoko beta	Wed 1/25/2023 7:0...	45 KB

Search complete. Showing only local results.

4251  
[12]  
1  
460

WALSH v ROKOKO ELECTRONICS - EXHIBITS

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





WALSH v ROKOKO ELECTRONICS - EXHIBITS  
Plaintiff's video game trailer up on IGN



**IGN**

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

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Latest Popular Oldest



The Next World - Official Reveal Trailer  
6.6K views · 38 minutes ago



Black Myth: Wukong - How to Complete the Fox Sidequest in Chapter 3  
23K views · 19 hours ago



Winter Burrow - 20 Minutes of Gameplay | gamescom 2024  
16K views · 20 hours ago



Ara: History Untold - 53 Minutes of Gameplay | gamescom 2024  
32K views · 20 hours ago



Atomfall - 14 Minutes of PC Gameplay | gamescom 2024  
40K views · 21 hours ago



Metaphor: ReFantazio - 16 Minutes of Gameplay | gamescom 2024  
53K views · 22 hours ago



Towerborne - 7 Minutes of Gameplay | gamescom 2024  
21K views · 23 hours ago



Concord - 11 Minutes of PC Gameplay (4K 60FPS)  
42K views · 1 day ago



The Secret History of Secret Level  
7:38



September 2024 Biggest Game Releases  
15:47



The First 21 Minutes of World of Warcraft: The War Within  
21:20

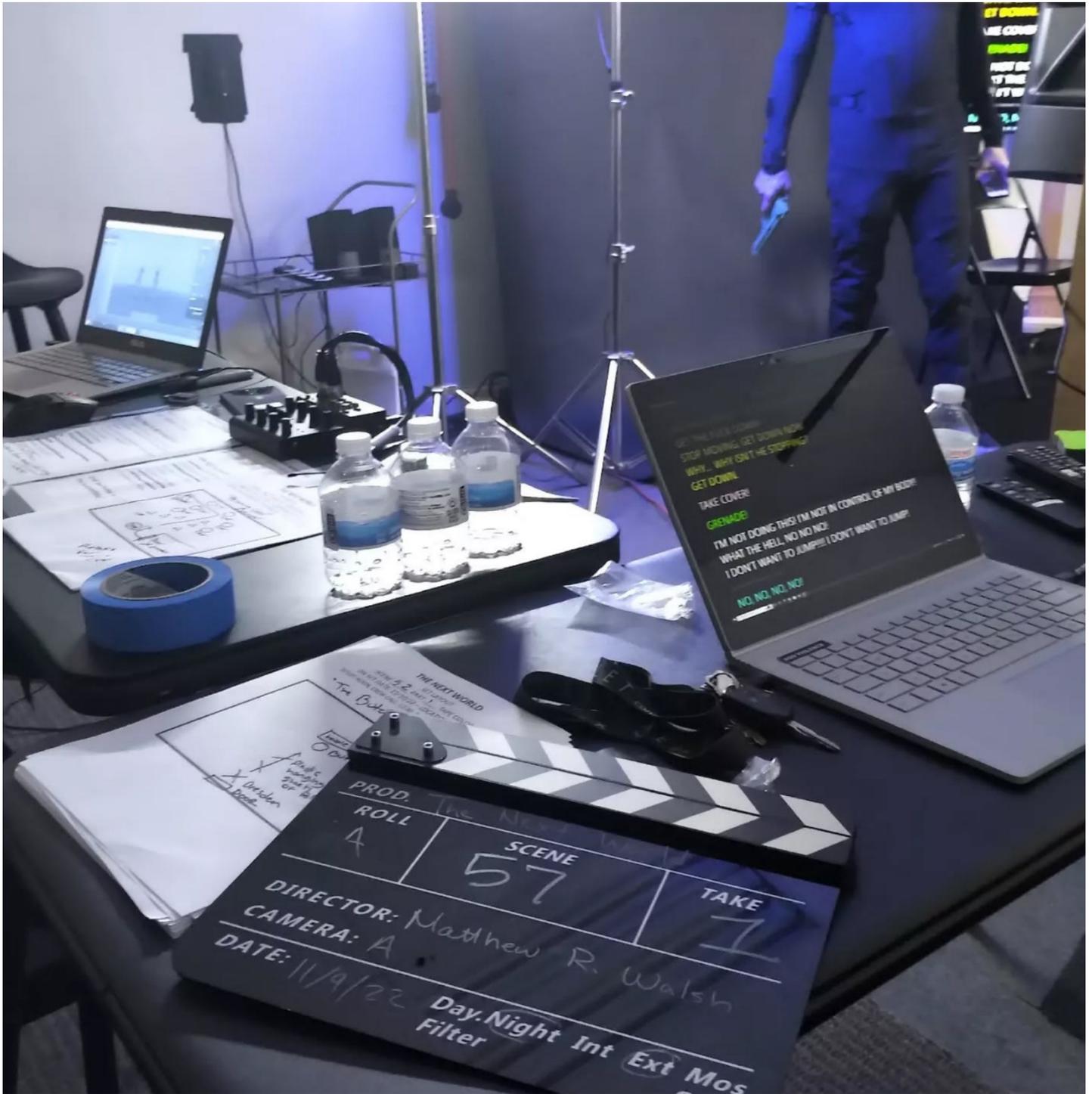


Rogue Wizards Official Trailer  
1:01

WALSH v ROKOKO ELECTRONICS - EXHIBITS  
Plaintiff along with Ron Wasserman and actors in the sound studio.

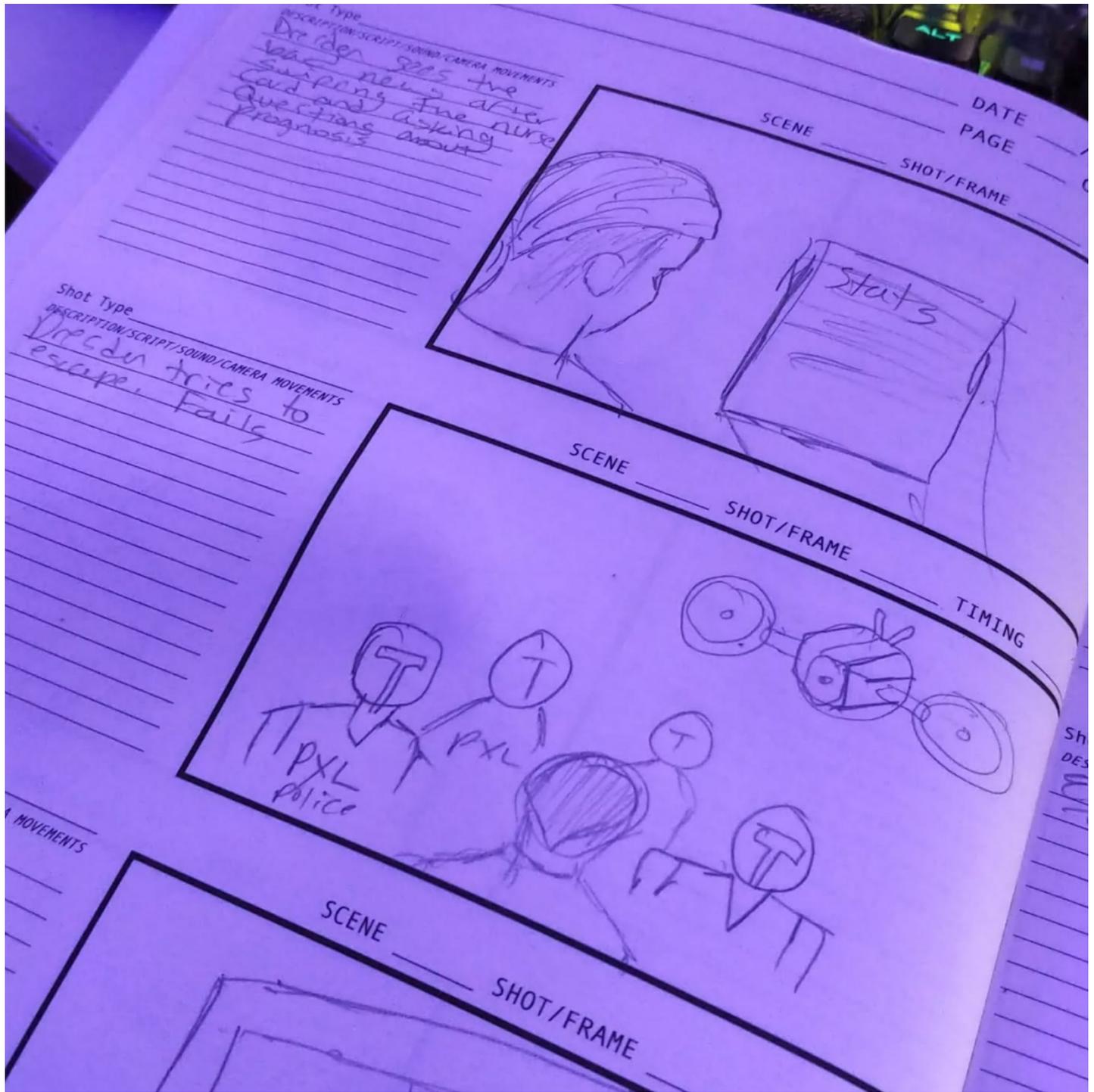








WALSH v ROKOKO ELECTRONICS - EXHIBITS  
Plaintiff's storyboarding

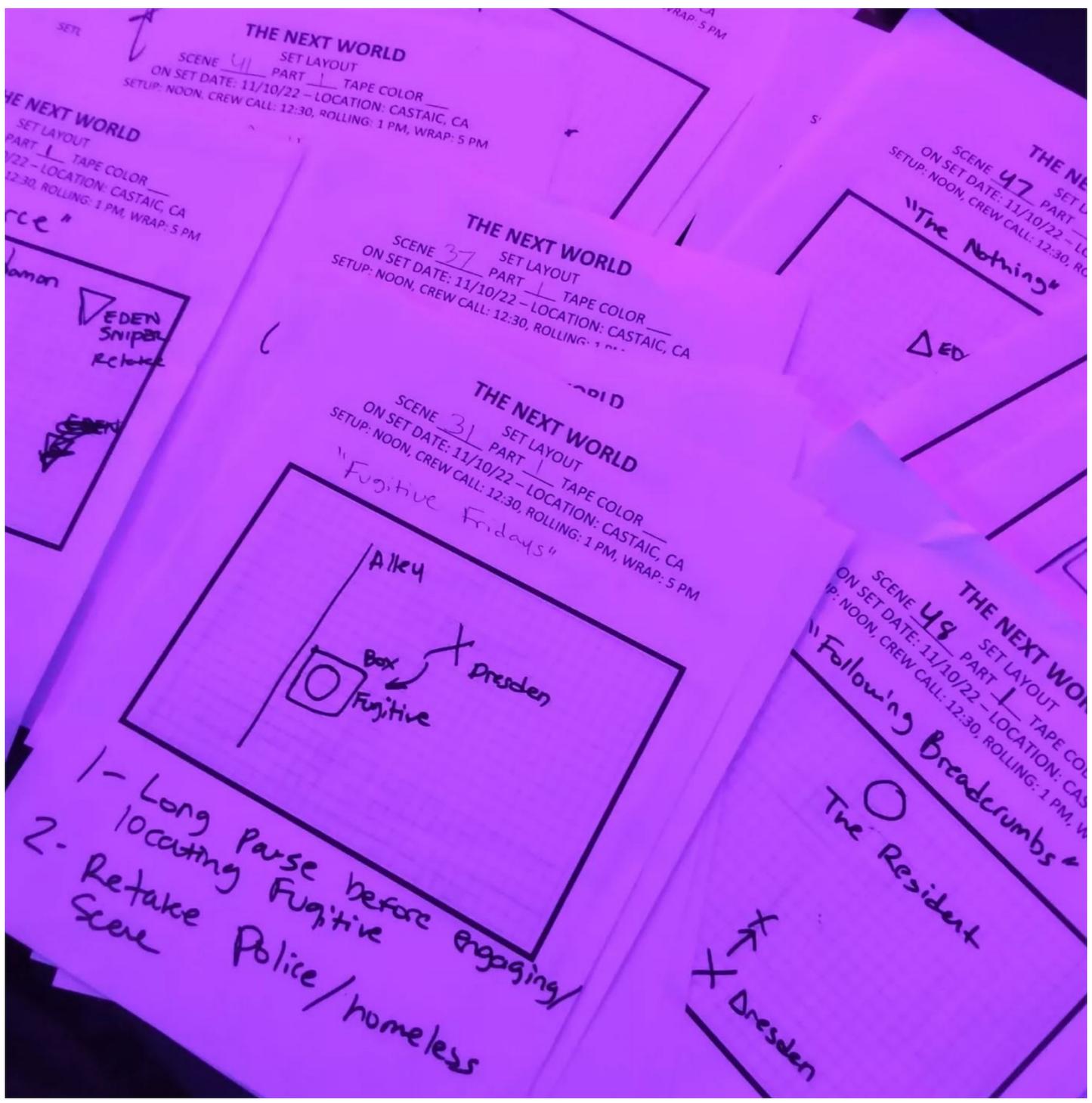




**THE NEXT WORLD**  
 PRODUCTION SET CHECKLIST  
 ON SET DATE: 11/10/22 – LOCATION: CASTAIC, CA  
 SETUP: NOON, CREW CALL: 12:30, ROLLING: 1 PM, WRAP: 5 PM

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

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



WALSH v ROKOKO ELECTRONICS - EXHIBITS

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



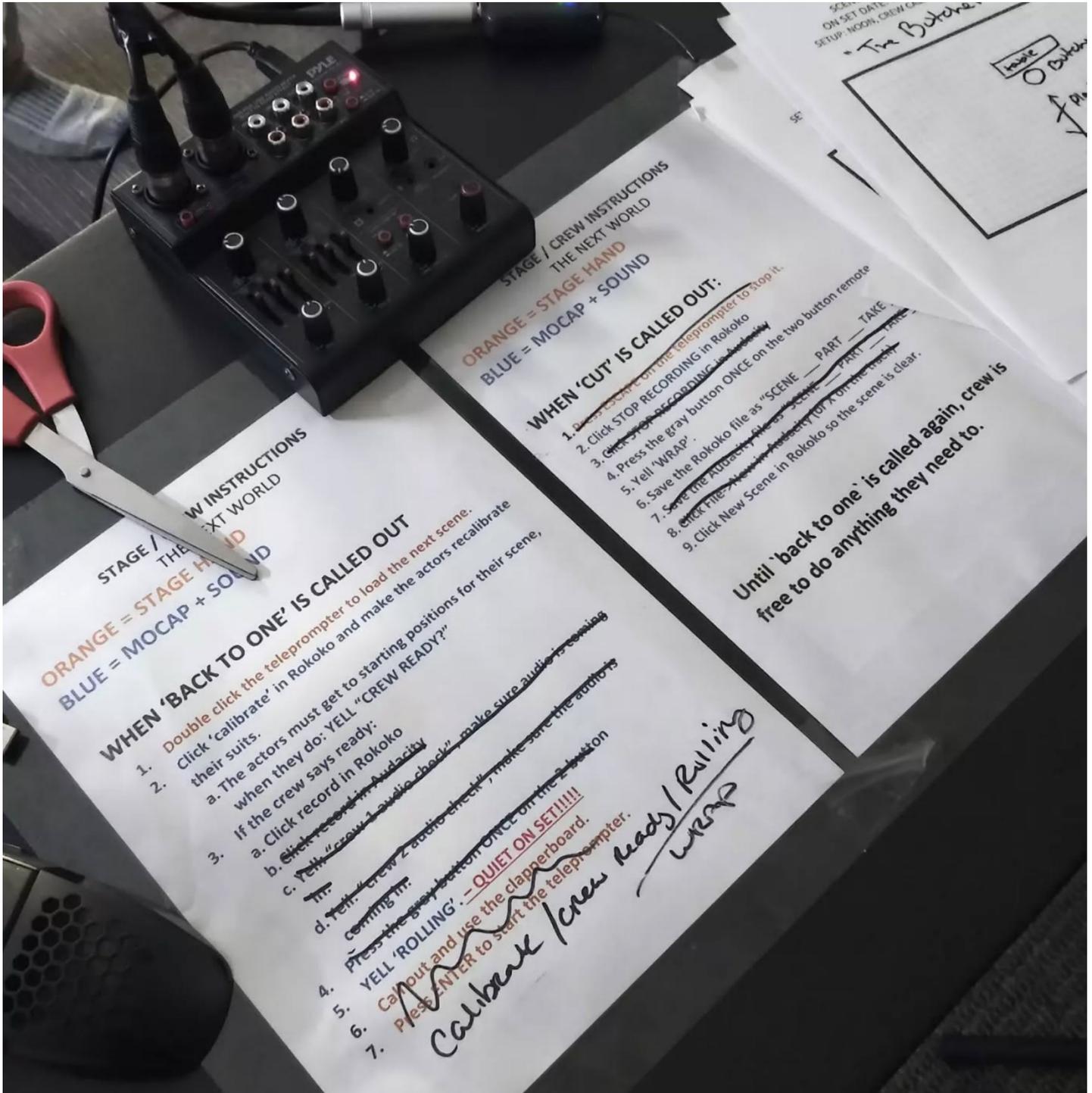
WALSH v ROKOKO ELECTRONICS - EXHIBITS

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





WALSH v ROKOKO ELECTRONICS - EXHIBITS  
Plaintiff's video game visual examples

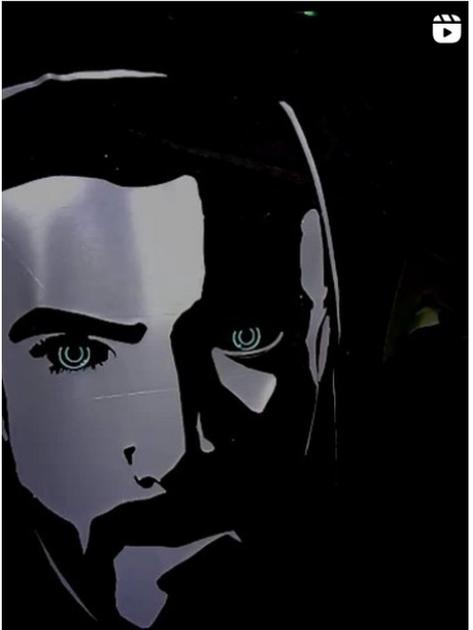




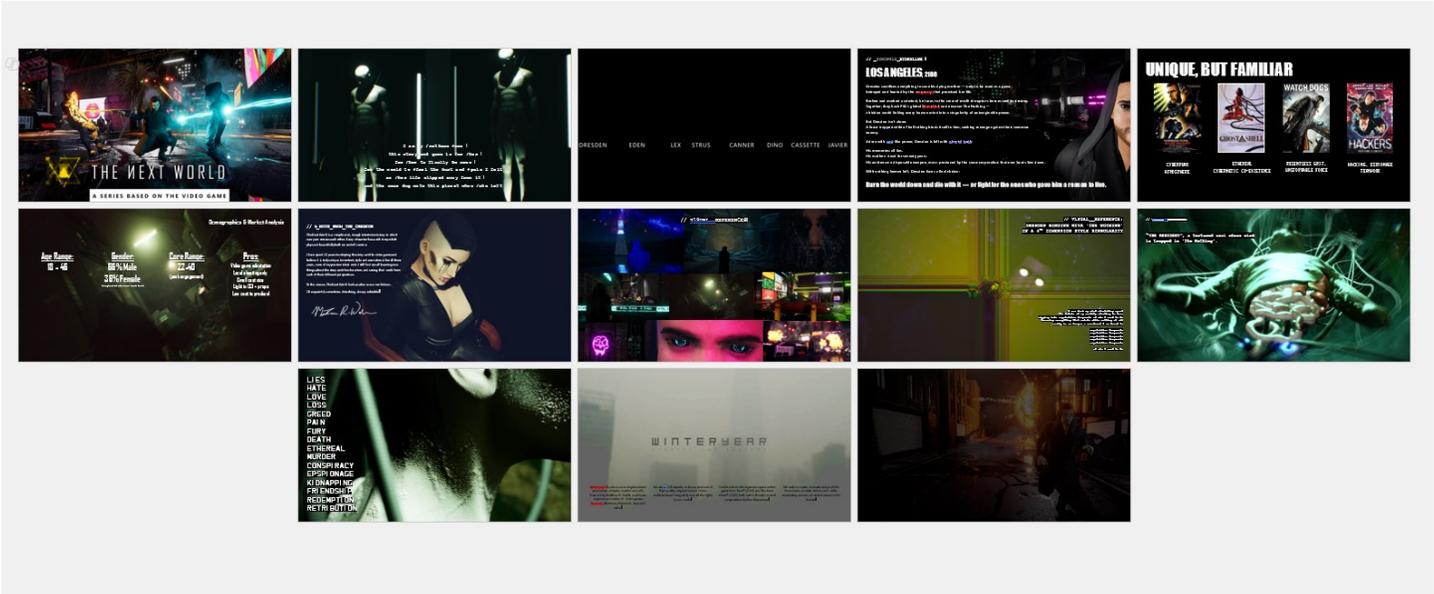


WALSH v ROKOKO ELECTRONICS - EXHIBITS

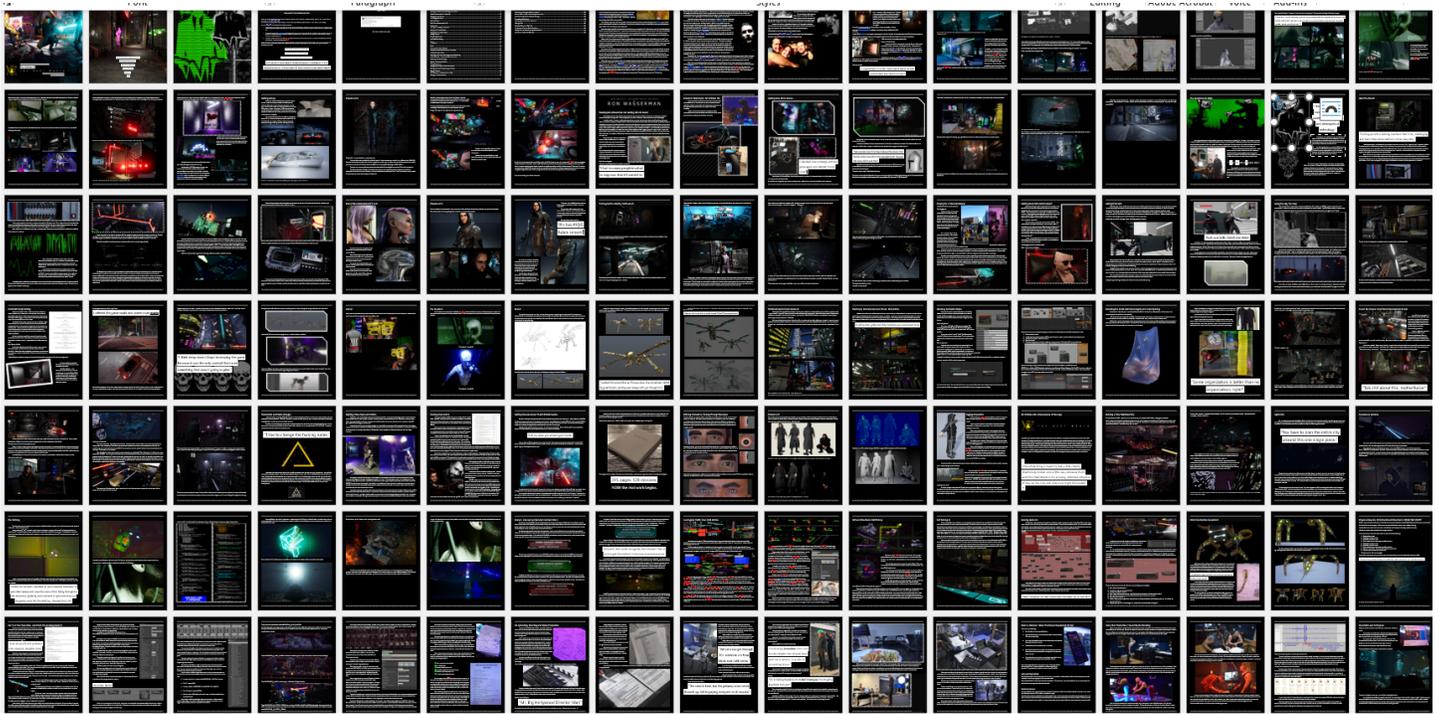
Plaintiff's merchandising: character t-shirts







WALSH v ROKOKO ELECTRONICS - EXHIBITS  
A portion of the pages from Plaintiff's book.





## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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. ...



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

[Reply](#) [Reply All](#) [Forward](#) [More](#)

Mon 11/25/2024 12:55 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)

Nov 21, 2024, 15:36 GMT+2

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](https://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**

Nov 21, 2024, 05:16 GMT+2

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 10:59 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

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant stating on 9/30 "officially speaking, the suit is no longer supported", days before the support deadline expired.

Re: Your Smartsuit Pro I



**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,



**Dan Nikolaison**  
Customer Success Manager

[rokoko.com](http://rokoko.com)  
Follow us on [Instagram](#), [Twitter](#), [LinkedIn](#), [Facebook](#), [TikTok](#) and [Discord](#).

On Fri, Sep 27, 2024 at 8:54 PM <[matthew@winteryear.com](mailto:matthew@winteryear.com)> wrote:

I was sending my suit in for repair, does that mean after October you wont fix them anymore?



WALSH v ROKOKO ELECTRONICS - EXHIBITS

One of the many social media promotions/tagging that Plaintiff performed to benefit Defendant



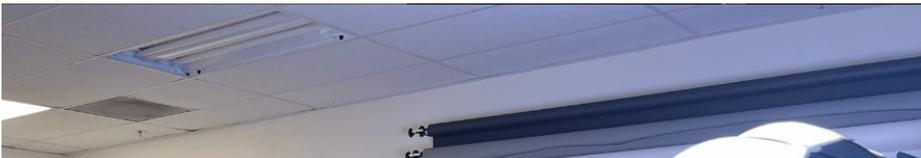
winteryeargames

winteryeargames @hellorokoko  
129w Reply

View insights Boost post

Liked by 4ronwasserman and 10 others  
November 10, 2022

Add a comment... Post



winteryeargames

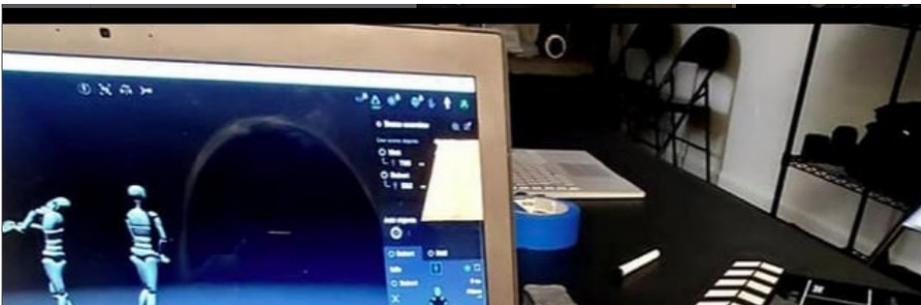
winteryeargames @hellorokoko  
129w Reply



winteryeargames

winteryeargames Late start but trucking along!  
129w

winteryeargames @hellorokoko  
129w 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



WALSH v ROKOKO ELECTRONICS - EXHIBITS

Re: Smart glove defect



Rokoko Customer Success <customersuccess@rokoko.com>  
To matthew@winteryear.com

Reply Reply All Forward ...

Wed 9/22/2021 4:16 AM

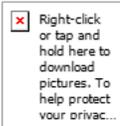
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

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,



**Madalina Constantinescu**  
Customer Success Specialist  
[Rokoko.com](http://Rokoko.com)

Check us out on [Facebook](#), [Instagram](#) and [Twitter](#)

On Wed, 22 Sept 2021 at 13:12, Rokoko <[hi@rokoko.com](mailto:hi@rokoko.com)> wrote:

----- Forwarded message -----

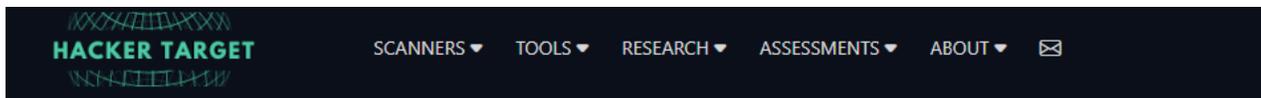
From: WINTERYEAR Studios | Los Angeles <[matthew@winteryear.com](mailto:matthew@winteryear.com)>  
Date: Sunday, 19 September 2021, 23:48:59 +0200  
Subject: Smart glove defect  
To: [hi@rokoko.com](mailto:hi@rokoko.com)

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



Review the [HTTP Headers](#) from a web server with this quick check. Valid Input

I'm not a robot  reCAPTCHA  
Privacy - Terms

Remove limits & captcha with [membership](#)

```
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
```

WALSH v ROKOKO ELECTRONICS - EXHIBITS  
Plaintiff asserting SONG-BEVERLY

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

 matthew@winteryear.com  
To 'Rokoko'

 Reply  Reply All  Forward 

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. ...



matthew@winteryear.com  
To 'Rokoko'

Reply Reply All Forward

Mon 12/23/2024 10:41 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).

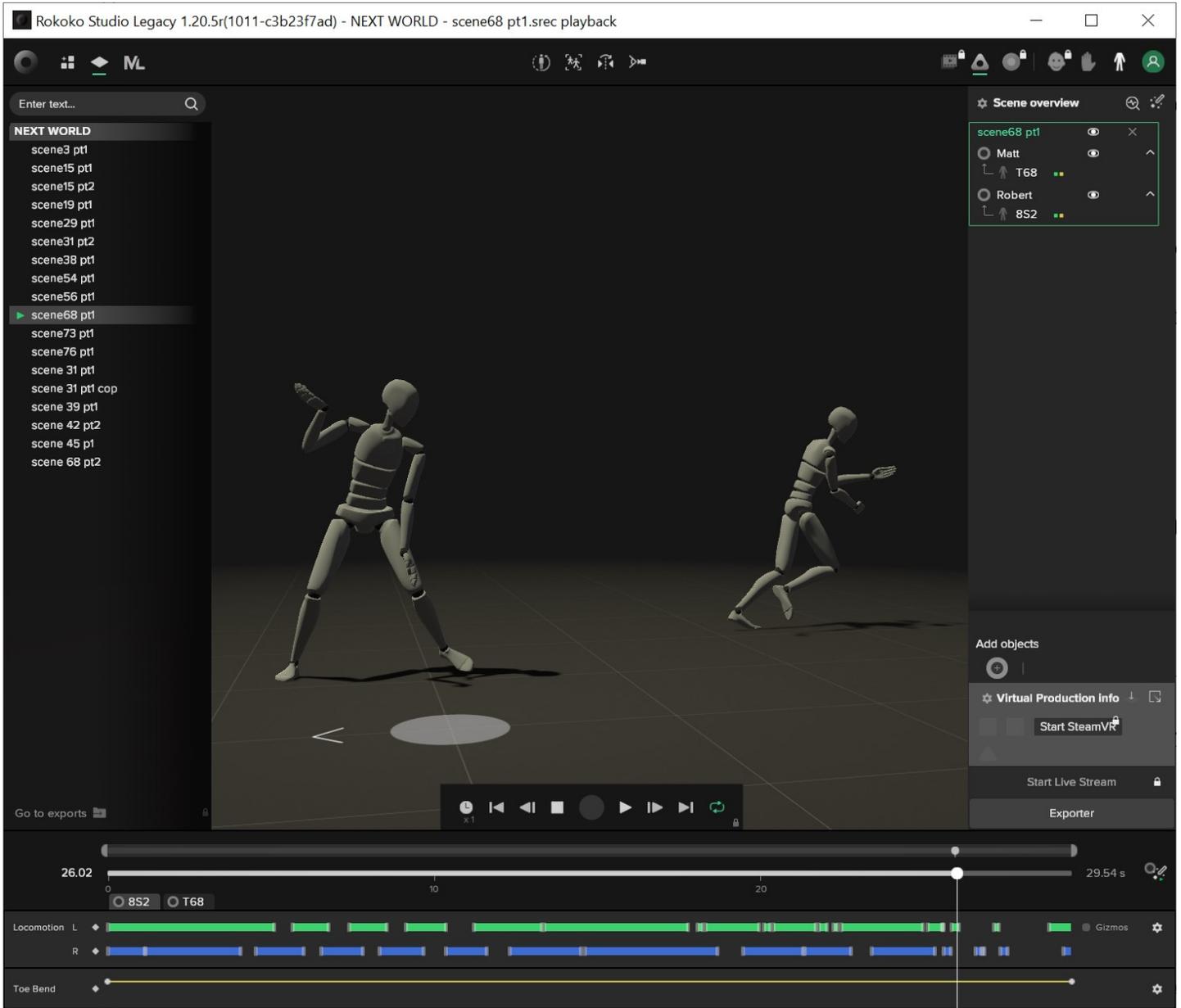
In the end, all I want is a product that I can rely on and when it breaks the manufacturer doesn't just say "oh well, too bad for you, no repairs ever, throw it in the garbage, it's worm food, we don't care."

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](mailto:support@rokoko.com)>

WALSH v ROKOKO ELECTRONICS - EXHIBITS  
Proof of Defendant using the product(s) to generate intellectual property



The screenshot shows the Rokoko website's pricing page. The navigation bar includes the Rokoko logo and menu items: Capture Tools, Software, Why Rokoko, Community, and Resources. There are buttons for 'Get in touch' and 'Book a demo'. The main content area features four pricing plans: Starter, Plus, Pro, and Enterprise. The Pro plan is highlighted with a blue border and a 'Includes Face Capture' banner. Each plan includes a description, price, commitment, a call-to-action button, and a list of features.

Plan	Price	Commitment	Call to Action
Starter	\$0	free forever	Try it out for free
Plus	\$20/m	annual commitment	Buy Plus
Pro	\$50/m	annual commitment	Buy Pro
Enterprise	custom pricing		Contact us

**Starter**  
Get familiar with Studio

**Plus**  
Access live streaming

**Pro**  
Access all features

**Enterprise**  
Access tailored solutions

**What's included:**

- View & record Smartsuit Pro II & Smartgloves mocap
- Rokoko Vision AI mocap for recordings up to 15 seconds
- Access clean up filters
- Export to .FBX
- Unlimited cloud asset storage

**All Starter features, plus:**

- Live stream to Unreal, Blender, Maya etc.
- Rokoko Vision AI mocap, with unlimited recording length
- Import and retarget custom characters
- Advanced export options (.BVH, custom FPS, skeleton presets)
- Chat & email support: 48h first response time (business days)

**All Plus features, plus:**

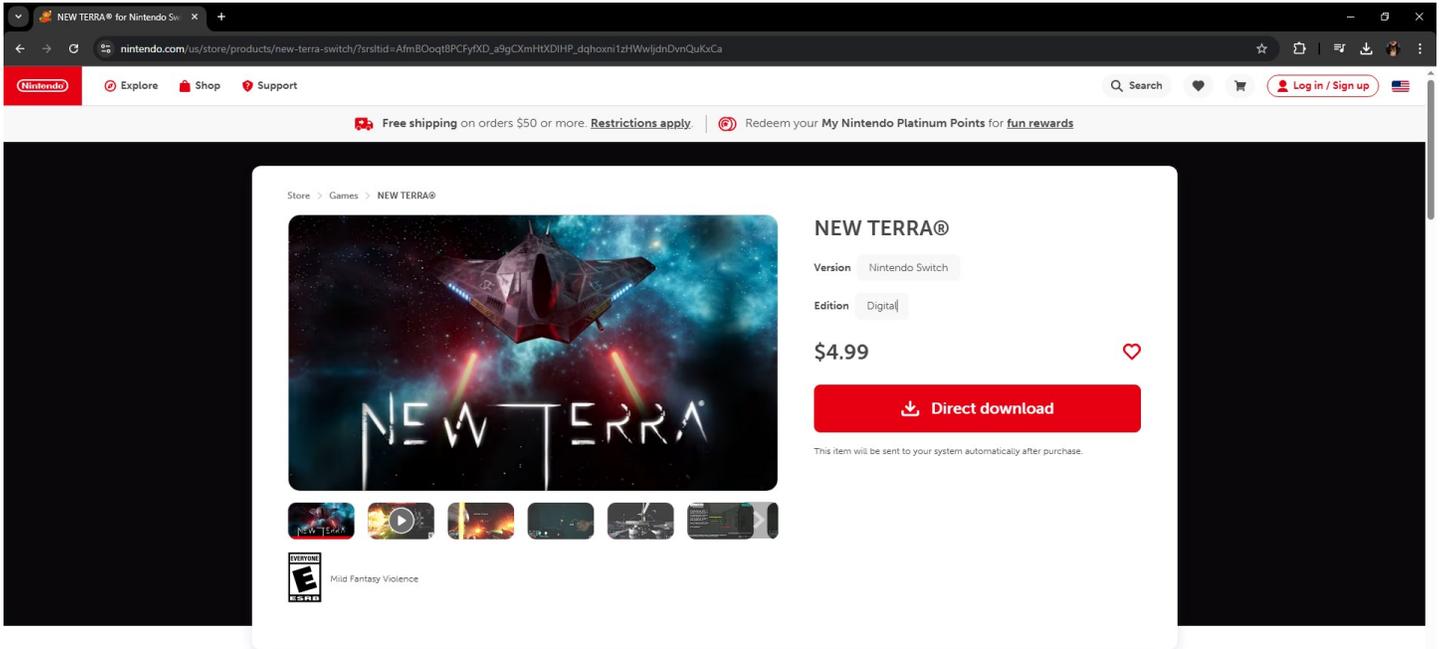
- Face Capture
- Advanced command API
- 21 days of offline use
- UDP trigger messages
- Export to .CSV format
- Designated Customer Success Manager

**All Pro features, plus custom services**

If you have needs that we don't cover in our plans, please don't hesitate to reach out.

WALSH v ROKOKO ELECTRONICS - EXHIBITS

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?

\*Handheld Gaming Community\* gives New Terra 8.5/10!



# 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



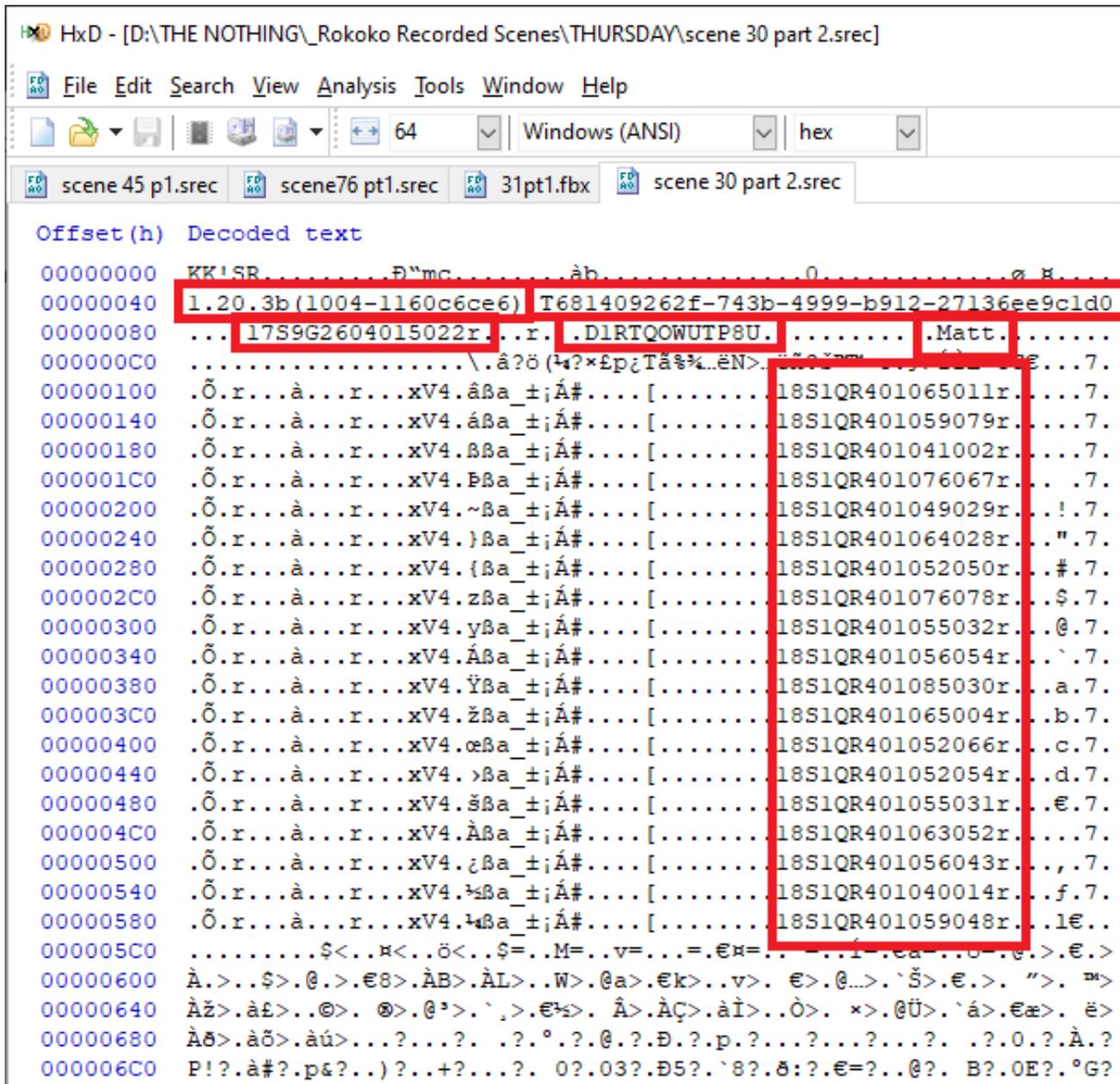
*Dennis H. H. H.*

Performing the Functions and Duties of the  
Under Secretary of Commerce for Intellectual Property and  
Director of the United States Patent and Trademark Office



WALSH v ROKOKO ELECTRONICS - EXHIBITS

Metadata stored inside the Rokoko animation file that Defendant takes, strips out and resells. This data includes unique identifiers, authors name, equipment used, etc.



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 .....
050FF740 00 00 00 00 00 00 2E 2E 2E 2E .....
050FF780 00 00 00 00 00 00 00 00 00 00 .....
050FF7C0 2E 2E 00 00 00 00 00 00 00 00 .....
050FF800 2E .....
050FF840 00 00 2E 2E 2E 2E 2E 2E 2E 2E .....
050FF880 00 00 00 00 00 00 00 01 00 00 .....
050FF8C0 00 00 00 00 00 00 00 00 00 00 .....
050FF900 2E .....
050FF940 2E .....
050FF980 00 00 00 00 00 00 01 00 00 00 ..... h#C.....
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050FFEC0 00 00 02 00 00 00 31 34 30 39 ..... binrcdng.....1409
050FFF00 2E ..... 262f-743b-4999-b912-27136ee9c1d0 .Matt.
050FFF40 4C BD 4A 0C 02 BF 7D 3F F5 BE ..... eEeys\..âçö(4ç×lpçTâç% enç enç çmçso fçÏÏçJ..ç} ?ðç%
050FFF80 2E ..... \.,çB`e%4273c71b6-1c84-4283-aela-d4b1d9cb6a0d...Robert.
050FFFC0 F1 BF 9A 99 99 BD 6F 12 83 BE ..... eEeys\..âçö(4ç×lpçTâç% enç enç çmçso fç%
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05100040 .....

```

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant admits in writing that the two vehicles are one.



matthew@winteryear.com

To 'Mikkel Lucas Overby'



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.

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 or 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.

--





# COCO CARE APS, COPENHAGEN, DENMARK

dossier

Watch

## NAME

Coco Care ApS

## ID

Cvrcom CVR 44483637

EUID DKCVR.44483637

## ADDRESS

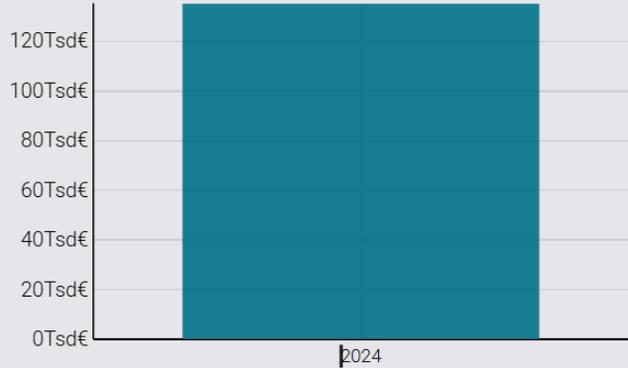
Sankt Gertruds Stræde 10, DK-1129 København

## OBJECT

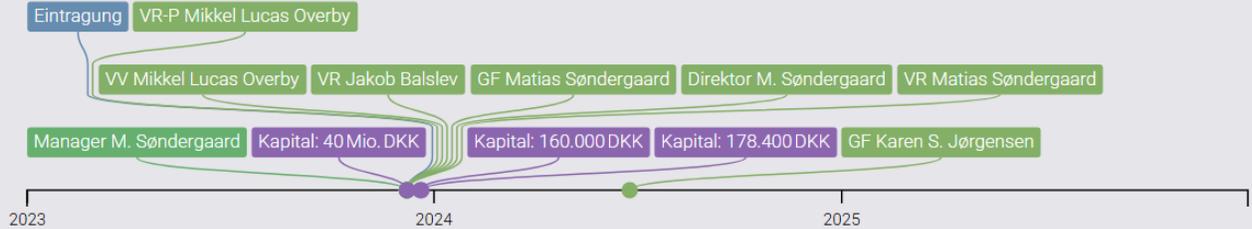
62.01 Programming activities

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.

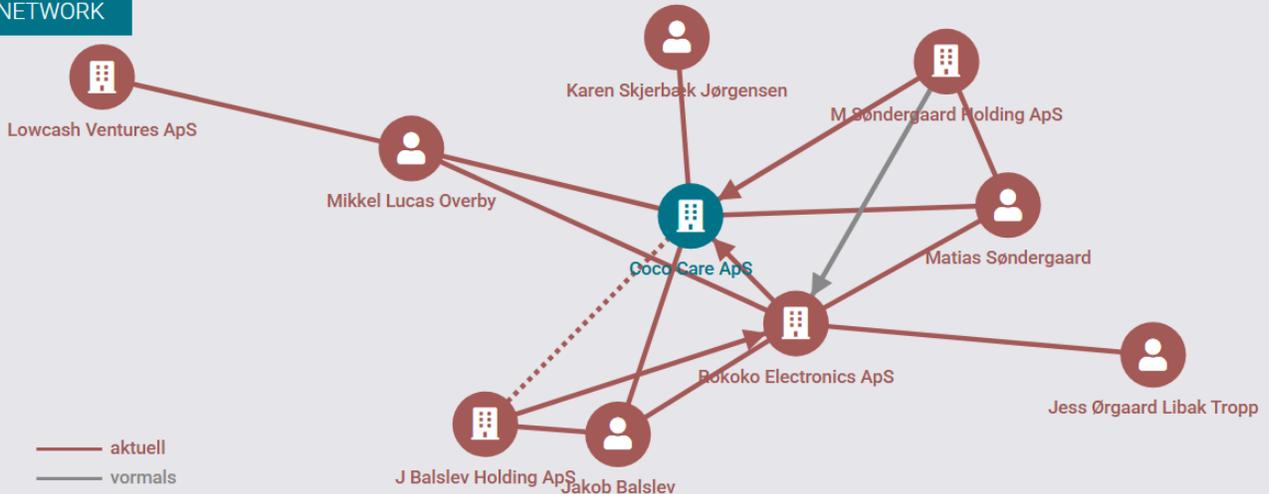
## FINANCIAL SUPPORT PROFIT EMPLOYEES



## HISTORY



## NETWORK



aktuell  
vormals

 **Rokoko Care**  
0 followers

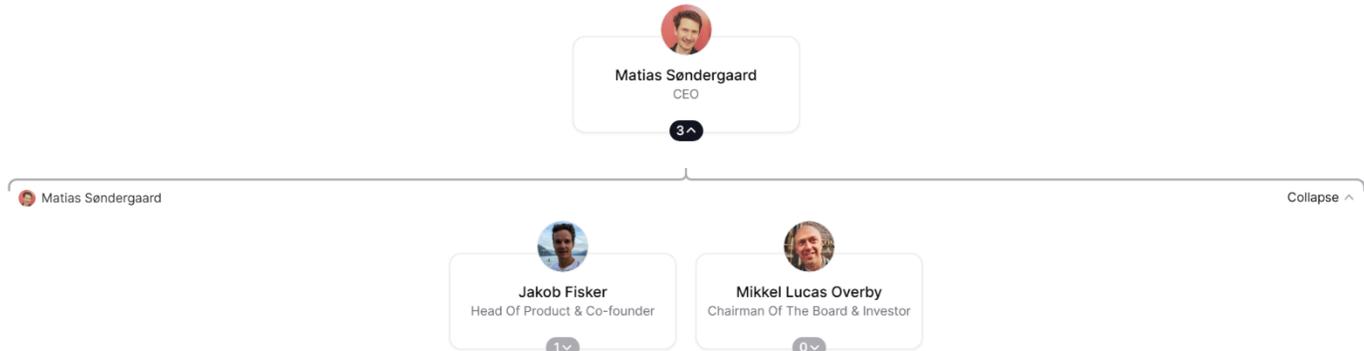
Follow

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](#)

<b>Industries</b> Health Care, Health Data +2	<b>Headquarters</b> Copenhagen, Denmark	<b>Employees</b> 1-10	<b>Links</b>  
--	--	--------------------------	---

This is an unverified company page

**Org chart**



**Teams**

This company has no teams yet

**Offices**





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Coco Care

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### 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 ...



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Notification



**Mikkel Lucas Overby** ✓ He/Him

COO & CFO | Entrepreneur | Investor | PhD

Copenhagen, Capital Region of Denmark, Denmark · [Contact info](#)

500+ connections

[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

1,396 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

Show translation

Digital fysioterapeut gør genoptræning i eget hjem nemt for borgerne - DI  
danskindustri.dk

40

### Reactions



Like

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Repost

Send



Add a comment...



5-st

Hire

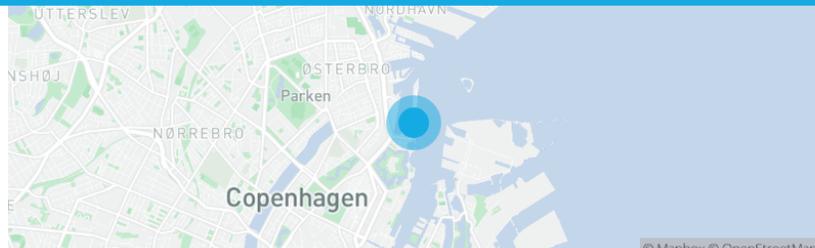
Li



Søk i Paqle



BESTIL DEMO

**NY ADRESSE**

c/o Erhvervsstyrelsen, Dahlerups Pakhus  
Langelinie Allé 17  
2100 København Ø

12. 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



Mikkel Lucas Overby

LOWCASH VENTURES ApS

3  
Roller

FØLG

KORT FORTALT

Mikkel Lucas Overby har vært i direksjonen 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

31. desember 2024



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 >

12. 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 >

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 >

11. juli 2024



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



Simon Egenfeldt-Nielsen  
Direktør, SEN INVEST ApS



2008 - 2024



Alex Vendelbo Ringgaard  
3 felles virksomheter



2008 - 2024



Matias Søndergaard  
Adm. direktør, M SØNDERGAARD HOLDING ApS



2019 - nå



Jakob Balslev  
J BALSLEV HOLDING ApS



2019 - nå

Paqle data



- 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 >](#)

17. januar 2024

**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 >](#)

24. juni 2024

**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 >](#)

30. mai 2024

**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 >](#)

periode på 7 måneder. **Mikkel Lucas Overby** er fortsatt styreleder.

[SE MERE >](#)

30. mai 2024



### 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 >](#)

22. 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 >](#)

26. 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 >](#)

12. 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 >](#)




Søg

Vælg branche ▾

Segmentering

Sammen

[Oversigt](#) [Regnskab](#) [Nøgletal](#) [Roller](#) [Organisation](#)

### Nøgletal <sup>V</sup>

Beregning

LIKVIDITET


**Meget god**  
36.148,5 %

AFKASTNING


**Ikke tilfredsst.**  
-3,3 %

SOLIDITET


**Meget god**  
88,8 %

[Vis alle nøgletal →](#)

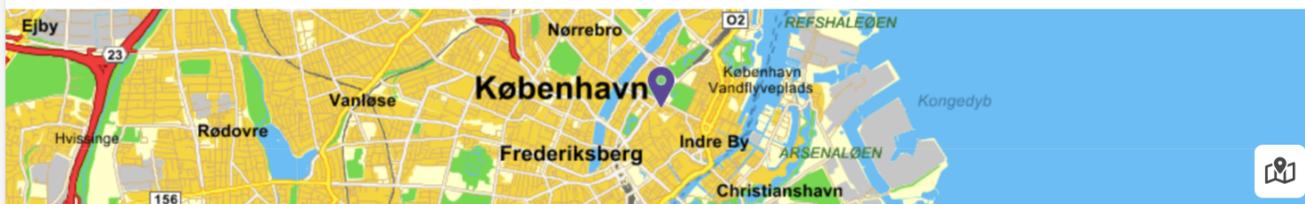
### Proff API

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 →](#)

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](mailto: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

Show translation

Digital fysioterapeut gør genoptræning i eget hjem nemt for borgerne - DI  
danskindustri.dk

40

### Reactions



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**LinkedIn**

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant changed the name from Rokoko Care to Coco 7 months ago.

LinkedIn interface showing the profile of Coco Care. The post text reads: "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 Show original · Translation settings

Below the text is a photo of three people in an office meeting. The post has 39 likes and 3 reposts.

At the bottom, there is a separate post from Coco Care: "We are super proud to present **Mikkel B. Overgaard** as the newest member of the Rokoko Care team! 🐝"

WALSH v ROKOKO ELECTRONICS - EXHIBITS  
Evidence of Defendant's spoliation

rokoko.com/studio-term-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, (b) divert of the Site/Services infrastructure of the Site/Services authentication measures, (c) attempt to brute-force the Site or Services by worms or other computer surreptitiously intercept

4.7 You must use all reasonable and/or Services and, it

4.8 You agree to inform Content you have uplo

**5. ROKOKO ASSETS**

5.1 The license to use available by us as part data/assets produced license to each Rokoko otherwise stated, the

5.2 The Services performed (and User Content) be of the Services). You re Rokoko Assets (and/o Services.

5.3 You may download back-up purposes, sub Assets may be made v productions. Unless ex may not reproduce, dis from the above.

5.4 You may not use any assets obtained or provided under this agreement for the purpose of

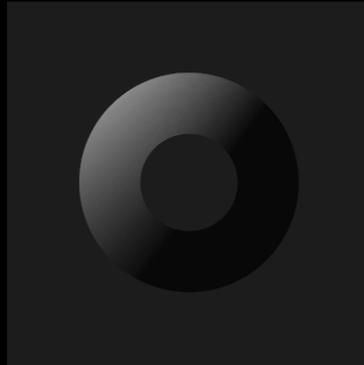
view-source:https://www.rokoko.com/studio-term-of-use

```

1 <!DOCTYPE html><!-- Last Published: Thu May 01 2025 07:59:21 GMT+0000 (Coordinated Universal Time) --><html data-wf-domain="ww
2 <script>(function(w,d,s,l,i){w[l]=w[l]||[];w[l].push({'gtm.start':
3 new Date().getTime(),event:'gtm.js'});var f=d.getElementsByTagName(s)[0],
4 j=d.createElement(s),dl=l!='dataLayer'?'&l='i.':'';j.async=true;j.src=
5 'https://www.googletagmanager.com/gtm.js?id='+i+dl;f.parentNode.insertBefore(j,f);
6 })(window,document,'script','dataLayer','GTM-NPDM3KK');</script>
7 <!-- End Google Tag Manager -->
8
9 <!-- Cookie consent Aqka implementation, cookieinformation.com, Google Consent Mode v2 Advanced -->
10 <script>
11 window.dataLayer = window.dataLayer || [];
12 function gtag() { dataLayer.push(arguments); }
13
14 // Set default consent to 'denied' as a placeholder
15 // Determine actual values based on customer's own requirements
16
17 gtag('consent', 'default', {
18 'ad_storage': 'denied',
19 'ad_user_data': 'denied',
20 'ad_personalization': 'denied',
21 'analytics_storage': 'denied',
22 'wait_for_update': 500
23 });
24 gtag('set', 'ads_data_redaction', true);
25 gtag('set', 'url_passthrough', true);
26 </script>
27 <script id="CookieConsent" type="text/javascript" data-culture="EN" src="https://policy.app.cookieinformation.com/uc.js" data-
28
29 <!-- Cookie library for notification bars logic -->
30 <script defer src="https://cdnjs.cloudflare.com/ajax/libs/js-cookie/2.2.0/js.cookie.min.js"></script>
31
32 <!-- All <head> custom JS scripts -->
33 <script>
34 // Screen Size Detection
35 var desktop,tablet,mobile,viewportWidth=window.innerWidth;!function(e,t,i){i=i||window;var n=!1;i.addEventListener(e,(function
36 </script>
37 <style>
38 .w-webflow-badge {display:none!important;}
39 #notification-bar-green{height:0;opacity:0;}
40 #notification-bar-green.reveal{height:auto;opacity:1;}
41 #notification-bar-grey{height:0;opacity:0;}
42 #notification-bar-grey.reveal{height:auto;opacity:1;}
43 .slide_arrows {display: none!important;}
44 .slide_list {display: none!important;}
45 .slide_list {display: -webkit-box;display: -ms-flexbox;display: flex;}
46 .slide.mutes .slide .slide {opacity: 0;}

```

Rokoko Studio Legacy 1.20.5r(1011-c3b23f7ad)



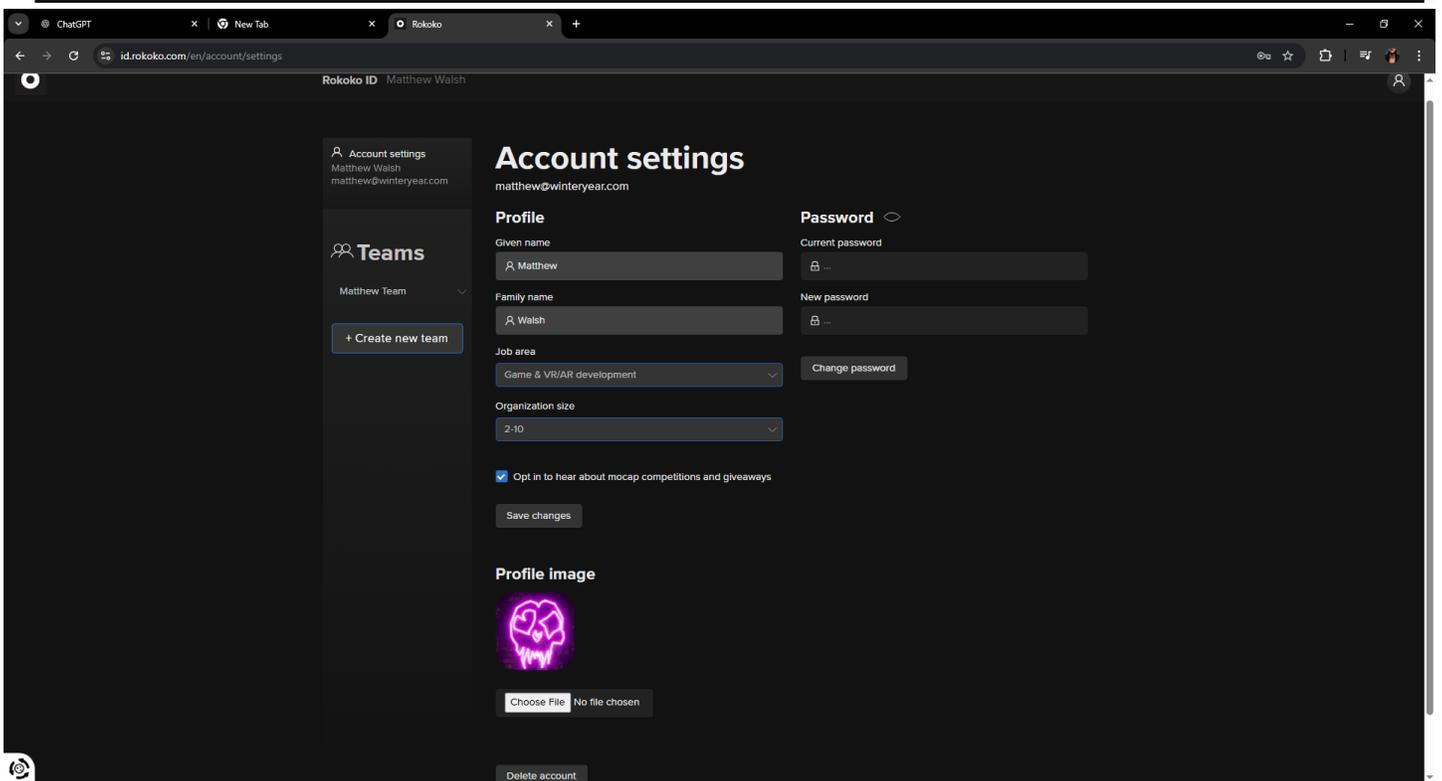
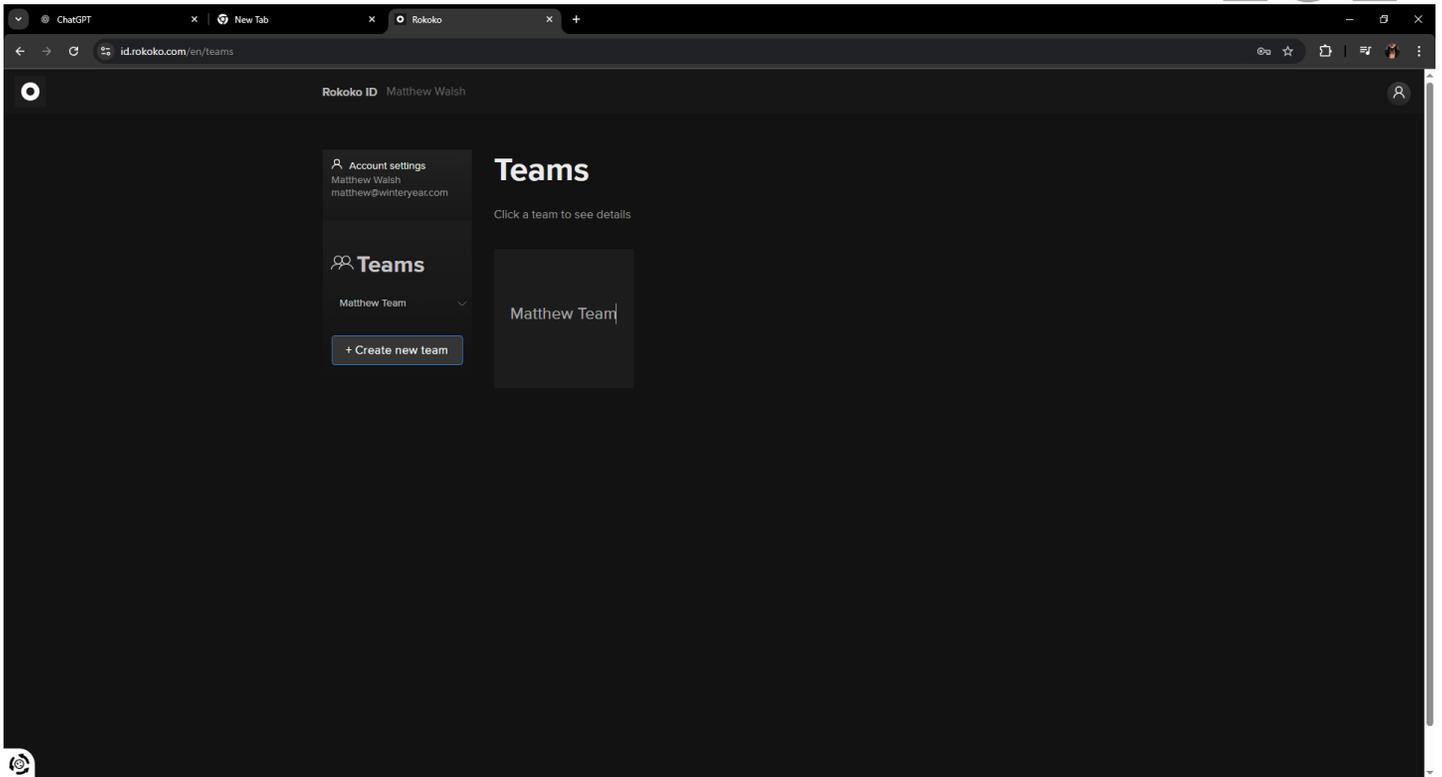
**Rokoko Studio Legacy**

---

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.



The screenshot shows the Rokoko Studio web application interface. At the top left, the user is identified as 'Matthew Team' with a 'Starter plan' subscription. The navigation menu includes 'Home', 'Projects', 'Team Library', 'Samples', and 'Motion Library'. A 'Settings' modal is open in the center, displaying the following options:

- General** (selected), Scene, Devices, API & Integrations
- Appearance**
  - UI scale: 100 % (slider)
  - Measurement unit: Metric (dropdown)
- Onboarding**
  - Show onboarding content:
  - Reset all onboarding values: [Reset](#)
- Other settings**
  - Automatically update Rokoko Studio:
  - Occasionally ask me for feedback:

The background interface features a 'Good evening,' greeting, a 'Product Demo' section for 'Rokoko Full Performance M', a 'Recently updated scenes' section with a scene titled 'Testing For Rokoko test123', and a 'Sample scenes' section at the bottom.

The screenshot shows the Rokoko Studio web interface. At the top left, the user is identified as 'Matthew Team' on a 'Starter plan'. The navigation menu includes 'Home', 'Projects', 'Team Library', 'Samples', and 'Motion Library'. A 'Settings' modal is open in the center, displaying the 'API & Integrations' tab. This tab is divided into two sections: 'Command API' and 'UDP Trigger Messages'. The 'Command API' section includes a 'Send API commands to Rokoko Studio via HTTP' description and two input fields: 'Port' (14053) and 'API key' (1234). The 'UDP Trigger Messages' section includes a description 'Send and receive messages via UDP for starting and stopping recordings' and a call to action to 'Upgrade your Rokoko plan' to access two-way UDP Trigger Messages for integrations with software like PeelCapture and UE Switchboard. Below this, there are 'Port' (14047), 'Send messages', and 'Receive messages' options, each with a toggle switch. The background of the interface shows a 'Good evening,' greeting, a 'Product Demo' for 'Rokoko Full Performance M', and a 'Recently updated scenes' section with a scene titled 'Testing For Rokoko test123'.



'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.



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 12<sup>th</sup>, 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.

Re: Case dismissed, new case filed. - Message (HTML)

File Message Help

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

Re: Case dismissed, new case filed.

 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)

File Message Help

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

RE: Case dismissed, new case filed.

 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.

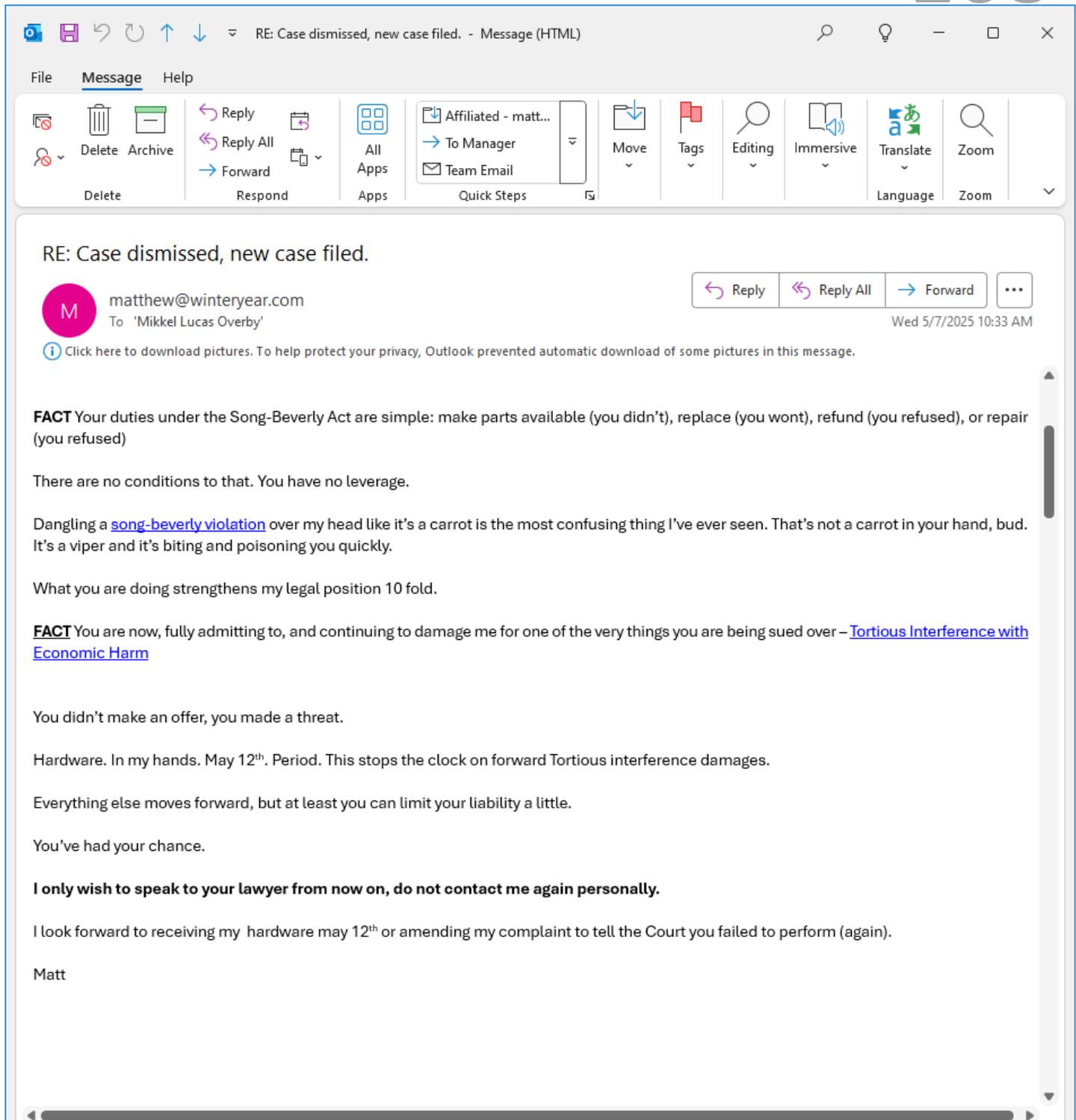
Dangling a [song-beverly violation](#) over my head like it's a carrot is the most confusing thing I've ever seen. That's not a carrot in your hand, bud. It's a viper and it's biting and poisoning you quickly.

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 12<sup>th</sup>. Period. This stops the clock on forward Tortious interference damages.



RE: Case dismissed, new case filed. - Message (HTML)

File Message Help

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

RE: Case dismissed, new case filed.

 matthew@winteryear.com  
To: 'Mikkel Lucas Overby'

Wed 5/7/2025 10:33 AM

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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 12<sup>th</sup> or amending my complaint to tell the Court you failed to perform (again).

Matt

WALSH v ROKOKO ELECTRONICS - EXHIBITS

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.

The screenshot shows an Outlook email window. The title bar reads "Updates to Our Terms of Use - Message (H...)". The ribbon includes "File", "Message", and "Help". The ribbon buttons are: Delete, Archive, Reply, Reply All, Forward, Respond, All Apps, Affiliated - matt..., To Manager, Team Email, Move, Mark Unread, Follow Up, Tags, Immersive, Translate, and Zoom. The email content area shows a message from "Rokoko <hi@rokoko.com>" to "Matthew Walsh" dated "Thu 2/20/2025 7:00 AM". The email body contains the following text:

**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](mailto:support@rokoko.com) or as a reply to this email.*

*All the best,*

*The Rokoko Team*

RE: Case dismissed, new case filed.



matthew@winteryear.com  
To 'Mikkel Lucas Overby'

Reply Reply All Forward ...

Wed 5/7/2025 10:33 AM

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**FACT** You are now very likely committing [coercion](#), a criminal offense.

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"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)

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What you are doing strengthens my legal position 10 fold.

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You didn't make an offer, you made a threat.

Hardware. In my hands. May 12<sup>th</sup>. 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 12<sup>th</sup> 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

**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

“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

**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

WALSH v ROKOKO ELECTRONICS - EXHIBITS

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 10:20 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)

Apr 7, 2023, 20:19 GMT+3

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!](#)

Attachment(s)

## WALSH v ROKOKO ELECTRONICS - EXHIBITS

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...



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)**

Apr 15, 2025, 12:17 GMT+3

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

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