

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

5 Plaintiff In Pro Per,

6 **UNITED STATES DISTRICT COURT**  
7 **CENTRAL DISTRICT OF CALIFORNIA**

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

Plaintiff In Pro Per,

vs.

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

Defendant

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

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

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

**PLAINTIFFS REPLY TO  
DEFENDANT’S OBJECTION  
FOR MOTION FOR SANCTIONS**

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**FOR MOTION FOR SANCTIONS**

12 Plaintiff would like the Court to take notice that the information within this  
13 reply are not *new* arguments; but additional examples of the same as raised.

14 Plaintiff wishes to demonstrate that Defendant has intentionally continued to act in

15 the same ways, even after the Motion for Sanctions brought the issues before the  
16 Court.

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**PLAINTIFF OBJECTS TO &**

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**DENIES ALL DEFENDANTS OBJECTIONS AND ‘EVIDENCE’**

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In the interest of judicial and personal economy, Plaintiff refuses to rebut each point that Defendant has made which is almost entirely counter to Plaintiff’s provided evidence of the highest integrity. Before this Court, Plaintiff expressly denies and opposes *everything* Defendant wrote in their opposition and reiterates the truthful statements and evidentiary backing in his Motion for Sanctions along with the following additional points to support sanctioning Defendants.<sup>1</sup>

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Defendants had from June 12, 2025 to September 29, 2025 to submit evidence to Counter Plaintiff’s claims. **Defendant’s Opposition fails to rebut any of the specific misconduct identified in Plaintiff’s Motion for Sanctions, offering only conclusory denials and irrelevant diversions.** Pursuant to Rule

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<sup>1</sup> Only now apparent to Plaintiff; the table of contents in Defendant’s MTD too is defective. It was hand typed and only goes to page 10 while the arguments are 20 pages, none of which match the table of contents; a violation of L.R. 11-8 bringing the total L.R. rule violations on that single document to eleven (11).

31 11(b) and Local Rule 7-10, the Court should disregard these submissions.  
32 Defendant's attempt to rewrite the record at this stage is a form of judicial  
33 estoppel; their sudden reversal contradicts months of prior filings and sworn  
34 statements. Having failed to timely object or produce competent rebuttal evidence,  
35 Defendant has waived any denial under Rule 8(b)(6), and the opposition should be  
36 disregarded in its entirety.

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38 **DEFENDANT USES "INVENTED" CASELAW**

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40 As demonstrated in Plaintiff's Declaration re: HARASSMENT,  
41 OBSTRUCTION (Dkt #75), and Plaintiff's Request for Judicial Notice (Dkt #76)  
42 Defendant has created a maze of misconduct to deter Plaintiff from reaching the  
43 merits. One of the most egregious displays is that they use AI-  
44 fabricated/hallucinated caselaw causing Plaintiff massive amounts of wasted time,  
45 energy and costs. Courts routinely reprimand with sweeping sanctions such as  
46 disqualification, referral to the state bar, monetary sanctions and outright dismissal.  
47 (*Johnson v. Dunn*, 2:21-cv-01701-AMM (N.D. Ala. 2025))

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49 **DEFENDANT MISLEAD THE COURT WITH INTENTIONALLY**  
50 **INCORRECT EVIDENCE**

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Defendant’s Motion to Dismiss is their only answer in this case across any venue. In addition to eleven Local Rule violations, **Defendant intentionally submitted to this Court a completely different set of Terms & Conditions from a different webpage (“rokoko.com/terms”) rather than the specific T&C’s at issue in Plaintiff’s Complaint (“rokoko.com/studio-term-of-use”)**(Compl. ¶ 114 & throughout). Further, they did so under a Request for Judicial Notice (Dkt #23-1, #43) which Plaintiff objected to (Dkt #47) for those same grounds. Had Defendant filed the correct evidence, their Motion to Dismiss would not only have failed — it would have been a fraction of its bloated 14,600+ words.

*(See, generally, Opp'n; Def'ts Second Fees Suppl. Opp'n.); see also Sun World, 144 F.R.D. at 390 (terminating sanctions issued without alternative sanctions considered where litigant “committed a fraud on the court” by submitting fabricated evidence and “there is no sign of repentance or any indication that this pattern of behavior would cease if this case were allowed to proceed”)* (Am. Rena Int'l Corp. v. Sis-Joyce Int'l Co., 2015 WL 12732433, at \*46 (C.D. Cal. Dec. 14, 2015))

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**CORRECTION TO PLAINTIFF’S “SPOLIATION #2”**

**CLAIM IN THE MOTION FOR SANCTIONS**

1. Plaintiff claimed in the Motion for Sanctions that Rokoko amended their SOS records to mask/obfuscate their SOS listing. Upon further review, Plaintiff clarifies that the conduct at issue is more severe: **an entire year of filings containing key evidence was removed from the Secretary of State’s publicly available history.** (Exhibit 18, p57) shows records for 2021, 2022, 2023 and 2024 including that Rokoko Electronics, Inc. was registered to Defendant Jakob Balslev through 2024 at his \$2M luxury apartment at 4140 Cesar Chavez St., San Francisco.
2. (Exhibit 18, p58) shows records for 2021, 2022, \_\_\_\_\_, 2024, 2025. The record for the year of 2023 is entirely missing/removed. This only occurred four days after Plaintiff raised the evidence in his Request for Judicial Notice which proves the nerve center is in San Francisco as the CEO, CFO, Secretary registered the company to his home here; while further the head board member and the creative director also live here. Defendant intentionally removed this information to keep Federal

89 Jurisdiction as ‘Diversity’ as opposed to ‘Federal Question’. **The record**  
90 **must be corrected.**

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92 **AFTER BEING ACCUSED OF OBSTRUCTING PLAINTIFF’S**

93 **DISCOVERY IN A SANCTIONS MOTION**

94 **DEFENDANT DOES IT AGAIN**

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96 3. Defense counsel purposely sought to contact third-parties regarding the  
97 subpoenas Plaintiff served upon them and instructed them to cease  
98 production of documents by falsely claiming **(one)** Motion to Quash was  
99 forthcoming and **(two)** a 37-1 conference had already been initiated,  
100 when it in fact had **not** been scheduled whatsoever and no such motion  
101 had been filed and **(third)** the legal authorities presented by Defense  
102 Counsel (about 16 in total) appear to be AI-fabricated caselaw (see RJN  
103 Dkt #76)

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105 4. On September 29, 2025 Counsel cancelled the mandatory 26(f)  
106 conference with the excuse a conflict they themselves manufactured to  
107 further delay discovery: if they couldn’t have the meeting recorded, they

108 refuse to participate.

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110 5. Plaintiff notes the irony: after being accused of obstructing discovery in a  
111 pending sanctions motion, they obstructed discovery again threatened to  
112 seek a protective order to obstruct additional forthcoming discovery. This  
113 conduct borders on self-caricature—one could not invent a clearer  
114 illustration of Defendant’s patterns of misdeeds now before the Court,  
115 justifying severe or terminating sanctions. (*Leon v. IDX Sys. Corp.*, 464  
116 *F.3d* 951, 958 (9th Cir. 2006), (See *Karlsson v. Ford Motor Co.* (2006),  
117 *Doppes v. Bentley Motors, Inc.* (2009), *Anheuser–Busch, Inc. v. Natural*  
118 *Beverage Distribs., Computer Task Group, Inc. v. Brotby, Halaco Eng’g*  
119 *Co. v. Costle.*))

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121 **DEFENDANT ADMITS TO EVERYTHING IN PUBLIC**

122 **WHILE TELLING THE COURT IT ISNT TRUE**

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124 Further, It’s not even just the *conduct*, misrepresentations and omissions of  
125 Defendant and Counsel that are sanctionable; but the duality of their express  
126 statements showing two incompatible realities.

127 No matter how complex a legal maze Defendants construct, the **core**  
128 **foundation of the case is** *'Defendant misappropriates, sells and infringes upon*  
129 *users ("Plaintiff's") intellectual property for planned profit'*. Defendant and  
130 Counsel point at the back-bone of this case before this Court and deny it  
131 wholesale; while *simultaneously* in public admitting to all of it openly.

132 Defendant's conduct displays a similar problem as this very Court has  
133 previously faced in (*American Rena International Corp. v. Sis-Joyce International*  
134 *Co., Ltd., (2015)*): *"Defendants' pattern of bad faith litigation misconduct shows*  
135 *that defendants do ["not take [their] oath to tell the truth seriously and ... will say*  
136 *anything at any time in order to prevail in this litigation[.]"* *Anheuser-Busch, 69*  
137 *F.3d at 352."* As the overwhelming tables below will show, Defendant's  
138 proclivity to making false statements is no different than in that case, in fact, it's  
139 possibly even more egregious:

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What Defendant Says In Court	What Defendant Says In Public
<p><i>“We have never misappropriated yours, of any other users, intellectual property” – [Overby e-mail]</i></p>	<p>You agree that we may collect and use (i) User Content” <i>“(d) to sub-license this to <b>third parties</b> in an anonymized form never to be redistributed in its original form strictly for the purpose of <u>developing</u> and improving <b>their services or products</b>”– T&amp;C’s 2025</i></p> <p><i>“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” – T&amp;C’s enacted about March 29, 2025</i></p>
<p><i>“Also, no user data has to date been used for any of our products. This is easily verifiable” – [Overby e-mail]</i></p>	<p><i>“Based in Copenhagen, Rokoko Care evolved from Rokoko” – Trifork.com (22% owner)</i></p> <p><i>“Coco Care stems from Rokoko and a long technology journey” – [rokokocare.com]</i></p> <p><i>“On that journey, we’ve gone from using large motion capture studios – like those you see in Hollywood movies – to sensor-based suits [like Plaintiff’s] and today to motion capture that works solely with a smartphone. The result is that it’s never been easier to track users’ movements and give them live feedback.” – [rokokocare.com]</i></p>

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What Defendant Says In Court	What Defendant Says In Public
<p><i>“Plaintiff failed to make an affirmative showing that Rokoko intentionally removed or altered CMI.” – Dkt #42</i></p>	<p><i>“How is the data anonymised? All elements that can track back to a specific individual is removed. This applies to <b>names, locations</b> as well as <b>other identifiers</b>, like unique measurements.” – rokoko.com</i></p> <p><i>CMI Definition: “(2) The <b>name of, and other identifying information about, the author of a work.</b>” - 17 U.S.C. 1202(c)</i></p>
<p><i>“Also, no user data has to date been used for any of <b>our</b> products. This is easily verifiable” – [Overby e-mail]</i></p>	<p>Pitch deck from 2022 shows the investor plan with specificity who, what, how, why -- to pilfer user data specifically to build <b>their product: Rokoko Care.</b> – [Compl. Ex. 75]</p>
<p><i>“The Complaint contains unfounded allegations that Rokoko has refused to provide replacement hardware or parts for the products” – Dkt #42</i></p>	<p><i>“I’m afraid the original Smartsuit is no longer supported. This means we will not be able to offer a repair service for your suit. “ – [Rokoko E-mail]</i></p> <p><i>“I’m afraid we no longer produce or stock the sensors or hub for the Smartsuit Pro I. “ – [Rokoko E-mail / Compl. Ex. 127]</i></p>
<p><i>“Plaintiff does not allege that Rokoko had actual knowledge of any of the purported valid contracts.” – Dkt #42</i></p>	<p><i>“Needless to say, I am really sorry things have come to this point - both in general and specifically <b>as you have been a strong supporter of us historically.</b>” – [COO Overby E-mail]</i></p> <p><i>Defendant Discounted equipment for social media coverage. (Compl. Ex. 131)</i></p> <p><i>“That’s why I bought your products. I am on a mission, and your frustrating, nonsensical, illogical gatekeeping and unfair profiteering while disregarding our laws, is preventing me from completing the only thing that will make my life finally whole.” – [Plaintiff e-mail]</i></p>

What Defendant Says In Court	What Defendant Says In Public
<p><i>“Plaintiff does not allege that Rokoko intentionally acted in a way that was designed to disrupt those contracts.” – Dkt #42</i></p>	<p><i>“Important: This breaks compatibility with older hub + glove FWs” – <u>Internal hidden</u> Developer note on actually released firmware which Plaintiff was forced to install breaking his equipment. – [Compl. 32(h)]</i></p>
<p><i>“Rokoko has expressly disclaimed any warranties” – Dkt #42</i></p> <p><i>“Rokoko has expressly disclaimed any warranties with respect to Plaintiff’s use of its Services” – Dkt #42</i></p>	<p><i>“All Rokoko products come with a default one year warranty.” – rokoko.com</i></p>
<p><i>“Plaintiff does not allege that Rokoko intentionally acted in a way that was designed to disrupt those contracts.” – Dkt #42</i></p>	<p><i>“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.” – [Overby E-mail] (Compl. ¶ 9, Ex. 167)</i></p> <p><i>“We will therefore offer to send you what you have listed below <b>on the condition</b> that this closes the case immediately.” – [Overby E-mail]</i></p> <p><i>“we are willing to go further and help you get quickly back to your projects” – [Overby E-mail]</i></p> <p><i>“That will allow both you and us to go back to work, which ultimately should be the goal.” – [Overby E-mail]</i></p> <p>Defendant offered wires, while always knowing the sensors/firmware were damaged (Compl. Ex 57, 175, 168)</p>
<p><i>“Still, to date, no commercial licensing of any user motion data has been done.” – [Overby e-mail]</i></p>	<p><i>“Up to 1,000 hours of data can be provided for test training before any <b><u>commercial agreement is finalised.</u></b>” – Rokoko.com</i></p>

What Defendant Says In Court	What Defendant Says In Public
<p>“Plaintiff has failed to sufficiently allege” “that any such property was misappropriated by Rokoko.” – Dkt #42</p>	<p>“The [user content] data is captured by a global user base of 50,000+ individuals, ensuring wide demographic and biomechanical diversity”</p> <p>Video evidence of misappropriation Compl. Ex. 171 – 174, Photographic forensic evidence of misappropriation Compl. Ex. 29 - 60</p>
<p>“Plaintiff failed to make an affirmative showing that Rokoko intentionally removed or altered CMI.” – Dkt #42</p>	<p>“All User Content is to <b>be fully anonymized</b> and never distributed in its original form from any subcontractor or third-party licensor.” – T&amp;C’s 2025</p>
<p>“The Complaint is devoid of any allegations that there was a misrepresentation, that Plaintiff justifiably relied on that misrepresentation, or that Rokoko intended to deceive Plaintiff.” – Dkt #42</p>	<p>“You expressly understand and agree that we, our subsidiaries, holding companies, representatives, and affiliates, and their licensors <b>shall not be liable</b> to you for any loss or damage” “ (i) any reliance placed by you on the <b>completeness, accuracy, or existence of any advertising</b>” – T&amp;C’s</p>
<p>“Plaintiff failed to make an affirmative showing that Rokoko intentionally <b>removed</b> or altered <b>CMI</b>.” – Dkt #42</p>	<p>“Rokoko’s motion dataset is one of the world’s largest collections of <b>anonymized</b> human motion data” – rokoko.com</p>
<p>“The Complaint is devoid of any allegations that there was a misrepresentation, that Plaintiff justifiably relied on that misrepresentation, or that Rokoko intended to deceive Plaintiff.” – Dkt #42</p>	<p>“Hi Matthew! I thought you might be interested to hear that we just hit an exciting new milestone – <b>250,000 creators</b> animating in Rokoko Studio 🎉” – [Rokoko E-mail <b>March 2025</b>] (Compl. Ex. 77)</p> <p>“The [user content] data is captured by a global user base of <b>50,000+ individuals</b>” – [Rokoko.com <b>August 2025</b>]</p> <p>“If Defendant did not represent their products int his capacity, Plaintiff would not have purchased from Defendant. Defendant’s statements were a primary factor in causing Plaintiff’s injury” –Complaint ¶ 104(k)</p>

What Defendant Says In Court	Factual Contradiction
<p>[Plaintiff makes] “Allegations that Rokoko “claims to have 80 employees yet their financial reports state only 45 as of 2023” “these are merely conclusory allegations, unsupported by any of the particularized facts” – Dkt #61, p20</p>	<p>“<b>80 employees in total (60% engineers)</b>” – Rokoko investor materials (Compl. Ex. 85)</p> <p>“Full-time employees: <b>45</b>” – [Rokoko Financials] (Compl. Ex. 101)</p> <p>“The office in Denmark houses approximately <b>30 employees, including</b> Rokoko’s Founder &amp; CEO, myself, and other senior level executives.” – Overby Declaration</p>
<p>Plaintiff makes conclusory allegations about backdoor remote access – Dkt #61, p17</p>	<p>JavaScript deployment to c# windows app – Compl. ¶ 81</p> <p>“<i>Realm: SECRET AREA</i>” – [Hidden websocket based remote fileserver in Defendant’s source code]</p> <p><i>MQTT Nat Hole Punch Keep Alive for hidden Fileserver</i> – [Defendant’s source code]</p> <p><i>Hidden hardcoded user account &amp; login bypass backdoor from an ex-employee</i>  <a href="mailto:Menelaos@rokoko.com">Menelaos@rokoko.com</a> – [Defendant’s source code]</p>
<p>“Teams” in [our] “Offices in Copenhagen, Athens, Tokyo, Los Angeles, San Francisco” – [rokoko.com, pitch deck, etc.]</p>	<p>Tokyo – closed mailbox, no staff  Athens – mailbox service, no staff  San Francisco – mailboxes, no staff  Los Angeles – Registered agent / mailbox, no staff (Compl. Ex. 65, 70-73)</p>
<p>‘Never California, all execs in Copenhagen, no ties in California’ – Overby Declaration Dkt #1-4</p>	<p>Later admitted (Dkt #62-1): ‘Jakob lived in California from 2016–2020, there <b>was</b> an office lease, and, <b>one</b> employee’;</p> <p>Meanwhile records show owned commercial property since 2016, corp. registered to CEO/CFO/Secretary’s luxury apartment through 2024, <b>multiple</b> people employed in the state, etc.</p>

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**CONCLUSION**

It is clear from the dual realities Defendant places before this Court that they cannot participate in these proceedings truthfully. The reason is simple: Defendant did exactly what they are accused of doing, to the extent that they have openly admitted it outside this Court almost endlessly and without shame.

Defendant’s sole objective is to construct a maze of procedural side-quests to delay, distract, and bury both Plaintiff and the Court in endless litigation— pushing this matter as far from the merits as possible. Plaintiff has identified over eighty-nine false statements, omissions, and violations to date, each of which undermines the integrity of these proceedings. Punishment for their lies costs far less than judgment on their truths. *“The judicial system cannot function if the only consequence of lying is the loss of a suit that would have had no chance from the outset, had the truth been told.”* *Rivera v. Drake*, 767 F.3d 685, 687 (7th Cir. 2014).

Defendants are PhD holders, Counsel are licensed attorneys at one of the largest firms in the world. Together they are highly sophisticated Defendants. Using all their education, knowledge and intellect – they designed and conferred on their legal strategies and then executed those decisions, right or wrong, good or bad – but surely with purpose. They should therefore be held to live with them; as

162 a matter of law: [*“in any event, they have little effect when the lawyer’s client ...*  
163 *learns of the attorney’s misconduct and continues to retain him. For the reasons*  
164 *explained ... the court PUBLICLY reprimands [the attorneys] for making false*  
165 *statements to the court; ... DISQUALIFIES them from further participation in this*  
166 *case; and REFERS this matter to the ... State Bar and other applicable licensing*  
167 *authorities.”]* (*Johnson v. Dunn*, 2:21-cv-01701-AMM (N.D. Ala. 2025)) also  
168 [*“Fabricating legal authority is serious misconduct that demands a serious*  
169 *sanction. In the court’s view, it demands substantially greater accountability than*  
170 *the reprimands and modest fines that have become common as courts confront this*  
171 *form of AI misuse”]*

172 While it is clear the rule of law imposes severe punishment for Defendant  
173 and Counsel’s conduct: Plaintiff respectfully asks the Court for equity in following  
174 their prior commandments as ordered in (Dkt #58) [***“Further filings that fail to***  
175 ***comply with applicable rules or that are otherwise inappropriate will be***  
176 ***summarily stricken, and the Court will not hesitate to impose monetary sanctions***  
177 ***in cases where the violations are particularly egregious or repeated.”***]

178 Therefore, Plaintiff respectfully asks the Court to restore order, justice, and  
179 fairness to this proceeding by holding Defendant and Counsel at a bare minimum  
180 to the same rules, the same laws, and the same procedures as the Court demanded  
181 upon Plaintiff in a prior order Dkt #11: [***“You must become familiar with these***

182 *rules. You will be held to the same standards as a lawyer as far as complying*  
183 *with court procedures and the rules and regulations of the court system.”]* and  
184 strike at a minimum their Motion to Dismiss, enter Clerks Default in this matter  
185 pursuant to 55(a) and allow Plaintiff to continue litigating this case by MSJ/MSA;  
186 as a default judgment would be a gift to Defendants, who most certainly know  
187 Denmark does not enforce judgments not ruled on the merits.

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189 **PRAYER FOR RELIEF:**

190 Plaintiff respectfully request that the Court:

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- 192 • **DENY** Defendant’s opposition in whole.
- 193 • **GRANT** Plaintiff’s Motion for Sanctions of which request:
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- 195 • **IN LIEU OF APPROPRIATE TERMINATING SANCTIONS –**
  - 196 ○ **STRIKE** Defendant’s Motion to Dismiss without leave to refile the  
197 motion or a new answer per Court’s order *“No further extensions will*  
198 *be granted”* (Dkt #24) -- due to the eleven Local Rules it already  
199 violates, it’s 7-3 untimeliness, false statements, fraudulent evidence  
200 and fraudulent certifications. -- (Rule 12(f) ‘MTD as answer’, Rule

11(c), §1927, and L.R. 11-9, inherent authority)

○ As the Motion to Dismiss is the only answer on file, enter Clerks Default in this matter against Defendant pursuant to Rule 55(a).

○ Restore fairness and allow Plaintiff's claims to be adjudicated simply on the merits via MSJ or MSA.

● **ADDITIONALLY –**

○ Impose sanctions on Defendant and their Counsel, including but not limited to admonishment for misconduct, to deter repetition of such conduct.

○ Award Plaintiff the costs and fees incurred in exposing and responding to Defendant's misconduct, and preserve Plaintiff's right to seek punitive damages at the damages phase of this action.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

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222 Executed this September 29, 2025, in Santa Clarita, California.



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Matthew R. Walsh  
Plaintiff In Pro Per

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**CERTIFICATE OF COMPLIANCE**

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232 The undersigned, counsel of record for Plaintiff appearing in pro per, certifies that  
233 this brief contains 2,982 words, which complies with the word limit of L.R. 11-6.2.

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