

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

5 Plaintiff In Pro Per,

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

MATTHEW R. WALSH
Plaintiff In Pro Per,
vs.

ROKOKO ELECTRONICS
(AND DOES 1 THROUGH 50,
INCLUSIVE)

Defendant

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

*[Assigned to Hon. Otis D. Wright, II,
Courtroom 5D; Hon. Rozella A. Oliver,
Courtroom 590]*

Hearing Date: January 26, 2025
Hearing Time: 1:30 PM

**DECLARATION OF MATTHEW R.
WALSH re: SPOLIATION**

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9 I, Matthew R. Walsh, declare I am the Plaintiff in this matter. I have personal
10 knowledge of the following facts and if called as a witness I could and would
11 testify competently hereto. All text, images and exhibits herein are true and
12 accurate copies which I have received or have made and I am authenticating all of
13 them under the penalty of perjury.

14
15 Several times in this case, even as early as the Complaint stage, Defendant
16 spoliated key evidence to achieve a victory.

17 **1. SPOLIATION EVENT #1: TERMS AND CONDITIONS**

18 2. Plaintiff served Defendant several drafts of the Complaint hoping for early
19 resolution (which at the time would have cost them nothing to resolve, as
20 Plaintiff was willing to pay *them*). (Exhibit 1)

21 3. Defendant spoliated key evidence (the Terms & Conditions which admit to
22 almost every cause of action). They then destroyed all archived copies on
23 May 1, 2025 after they had the complaint draft since April 17, 2025.
24 (Exhibit 2)

25 a. They did this by using a takedown method such as:

26 i. Soft takedowns:

27 1. Robots.txt

28 2. JavaScript injection / content masking

29 3. user-agent disallow

30 4. custom HTTP headers:

31 a. x-archive-ignore-errors

32 b. HTTP response codes 404 and 410

33 5. .htaccess page filtering and redirects

34 6. IP address/host/referrer blocking

35 ii. Hard takedowns:

36 1. DMCA complaints

37 2. Contacting archive.org

38 4. The Complaint was amended and refiled and now contained evidence of
39 spoliation in the Complaint. Defendant's almost instantly allowed
40 archive.org to begin indexing again, which it did – but all previous versions
41 are lost. (Exhibit 3)

42 5. In doing so, they deleted the only copy of the terms & conditions which
43 Plaintiff was presented with in 2020 when he purchased his equipment.
44 Plaintiff has only been able to recover 2022's terms which are likely even
45 more different.

46 6. Defendant's, knowing that the Court would have no way to validate
47 Plaintiff's claims (as the evidence was destroyed which admits to almost
48 every cause of action) then intentionally filed a Motion to Dismiss with
49 entirely the wrong terms and conditions. (see also: Walsh Decl. re:
50 Fabricated Evidence)

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52 7. When confronted with these issues, Defendant did not deny them; in fact –
53 they simply stated: *“To the extent that Plaintiff contends that prior versions
54 of Rokoko's Terms and Conditions are relevant to the case, **it can seek such**
55 **information from Rokoko in discovery.** Beyond that, Plaintiff's claim that
56 archived copies of the Terms and Conditions were somehow removed from*

57 *Rokoko's website and then later archived and made available again is not*
58 *sufficient to support a spoliation claim and certainly not sanctionable."*

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60 8. Consequently, Plaintiff *did attempt* to seek them in discovery. These refusals
61 were Defendant's responses:

62 a. **INTERROGATORY NO. 8.** Identify all changes made to Rokoko's
63 Terms of Service from January 2020 to the present that referenced
64 user content, user animation data, or anonymization, and state the
65 reasons for those changes.

66 ***i. RESPONSE TO INTERROGATORY NO. 8.*** *In addition to*
67 *the General Objections set forth above, Rokoko objects to the*
68 *extent that this Interrogatory is vague and ambiguous with*
69 *respect to the term "change"s. Rokoko further objects that this*
70 *Interrogatory is unduly burdensome and harassing to the extent*
71 *it requests information already provided or that will be*
72 *provided to Plaintiff. **Rokoko further objects to the extent this***
73 ***Interrogatory seeks information protected by the attorney-***
74 ***client privilege, work-product doctrine, and/or any other***
75 ***applicable privilege.***

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b. **REQUEST FOR PRODUCTION NO. 8.** Produce all communications from customers, vendors, or partners that reference Defendant s changes to its Terms and Conditions in or about March 2025, including but not limited to references to monetization of user intellectual property, collection of user intellectual property, or resale of user intellectual property to third parties.

i. **RESPONSE TO REQUEST FOR PRODUCTION NO. 8.**

“ In addition to the General Objections set forth above, Rokoko objects that the Request for all communications is impermissibly broad. Rokoko further objects to the extent this Request seeks confidential information in which Rokoko and/or third parties may have proprietary and/or privacy rights. Rokoko further objects to the Request to the extent it calls for the disclosure of privileged or protected information, including without limitation, information subject to the attorney-client privilege, attorney work product doctrine, or any other statutory or common-law privilege. Rokoko further objects to the extent that this Request is unduly burdensome and not reasonably tailored to lead to the discovery of admissible evidence. Rokoko further objects to the extent that the Request

96 *seeks documents that are neither relevant to the subject matter*
97 *of this action nor reasonably calculated to lead to the discovery*
98 *of admissible evidence”*

99 9. “*neither relevant to the subject matter of this action nor reasonably*
100 *calculated to lead to the discovery of admissible evidence” – It is the core of*
101 *the entire Complaint, referenced dozens of times and shown in pieces.*

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

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106 Executed this 10th day of December, 2025, in Santa Clarita, California.

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Matthew R. Walsh
Plaintiff In Pro Per

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EXHIBIT 1

116 Defendant spoliated key evidence and destroyed all archived copies on May 1,
117 2025 after they had the complaint draft since April 17, 2025.
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RE: [Rokoko] Re: This is a follow-up to your previous request #40651 "FW: ...



matthew@winteryear.com
To 'Rokoko'



4/17/2025

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



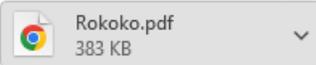
Open PDFs in Adobe Acrobat

Hi Dan,

Attached is a courtesy copy of the formal complaint I filed with the Superior Court of California, Los Angeles County. It has been electronically submitted and is currently pending clerk confirmation and case number assignment.

You will be served through proper legal channels shortly, but I wanted to provide this digital copy in advance out of professionalism and transparency so you can get a head start on your defense strategy.

Back to message



1	SUPERIOR COURT OF CALIFORNIA	
2	COUNTY OF LOS ANGELES	
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4	MATTHEW R. WALSH	Case No.: _____
5	19197 GOLDEN VALLEY RD #333	
6	SANTA CLARITA, CA 91387,	COMPLAINT FOR VIOLATION OF CONSUMER
7	Plaintiff,	PROTECTION LAWS,
8	vs.	RIGHT TO REPAIR,
9	ROKOKO ELECTRONICS	UNFAIR COMPETITION,
10	166 GEARY ST. 15TH FL. #63.	FALSE ADVERTISING,
11	SAN FRANCISCO, CALIFORNIA 94108,	CONSUMER WARRANTY ACT
12	Defendant	UNCONSCIONABILITY
13		BREACH OF IMPLIED COVENANT OF GOOD
14		FAITH AND FAIR DEALING
	<u>VENUE AND JURISDICTION</u>	
	Plaintiff brings the matter before this Court, as Plaintiff can demonstrate Defendant has sufficient	

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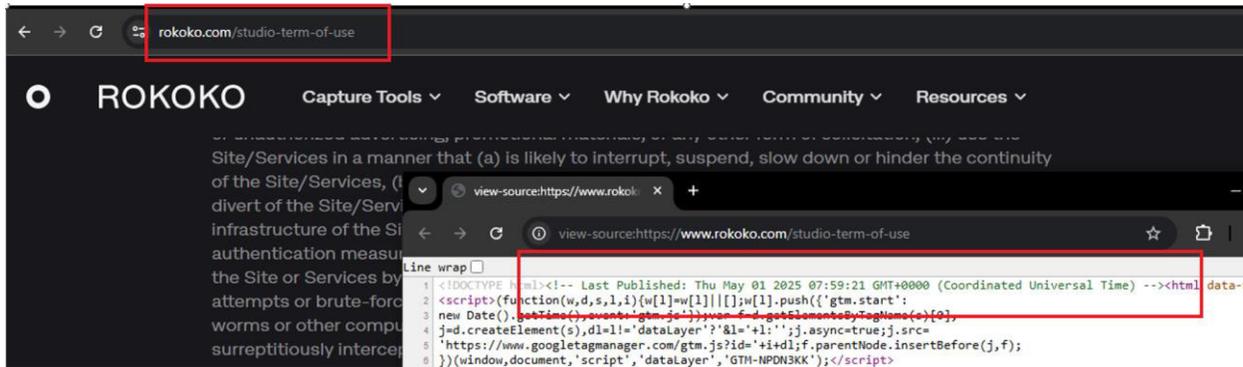
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EXHIBIT 2

129 Defendant then spoliated evidence by changing the terms and conditions after
130 having a duty to preserve.

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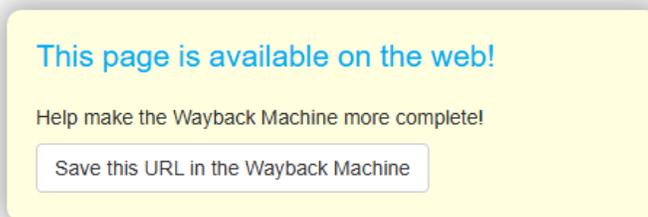
134 Defendant then removed the entire archive.org history of the website to destroy all
135 prior copies of the terms and conditions which **did not** contain retroactive IP rights
136 among many other things.

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Hrm.

Wayback Machine has not archived that URL.



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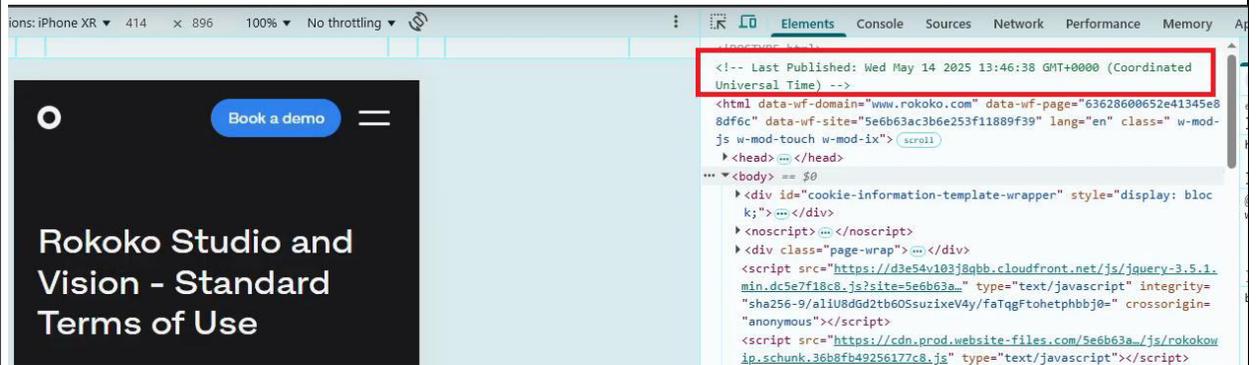
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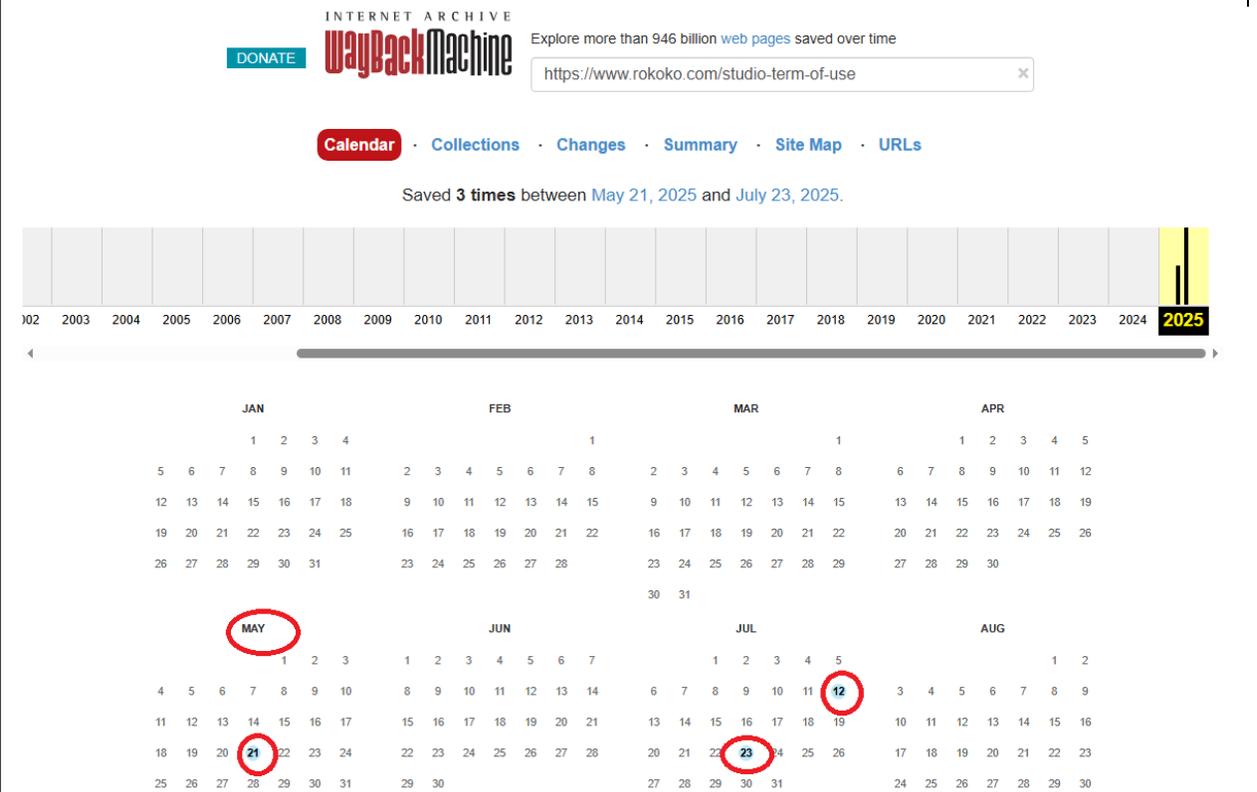
EXHIBIT 3

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150 The Complaint was amended and refiled with the Superior Court on May 12, 2025.
151 Defendant was served on May 14, 2025. The Complaint referenced spoliation;
152 while under Counsel by ReedSmith, Defendant once again edited their website and
153 allowed the archive.org repository to begin indexing it again.
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157 Since then, they have edited their terms and conditions another 3 times; and again,
158 no notification to customers as they claim is their policy.
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