

1 MATTHEW R. WALSH
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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: DUAL REALITY
STATEMENTS**

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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.

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16 **Below is a table which contains just some of the statements Defendant has**
17 **made in this case to defend; however, the reality is they say entirely different**
18 **statements in public.**

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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” “(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 <u>developing and improving their services or products</u>” – T&C’s 2025</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&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 names, locations as well as other identifiers, like unique measurements.” – rokoko.com</i></p> <p><i>CMI Definition: “(2) The name of, and other identifying information about, the author of a work.” - 17 U.S.C. 1202(c)</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>Pitch deck from 2022 shows the investor plan with specificity who, what, how, why -- to pilfer user data specifically to build their product: Rokoko Care. – [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 as you have been a strong supporter of us <u>historically</u>.” – [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> <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 on the condition 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 <u>commercial agreement is finalised.</u>” – Rokoko.com</i></p>

What Defendant Says In Court	What Defendant Says In Public
<p><i>“Plaintiff has failed to sufficiently allege” “that any such property was misappropriated by Rokoko.”</i> – Dkt #42</p>	<p><i>“The [user content] data is captured by a global user base of 50,000+ individuals, ensuring wide demographic and biomechanical diversity”</i></p> <p><i>Video evidence of misappropriation Compl. Ex. 171 – 174, Photographic forensic evidence of misappropriation Compl. Ex. 29 - 60</i></p>
<p><i>“Plaintiff failed to make an affirmative showing that Rokoko intentionally removed or altered CMI.”</i> – Dkt #42</p>	<p><i>“All User Content is to be fully anonymized and never distributed in its original form from any subcontractor or third-party licensor.”</i> – T&C’s 2025</p>
<p><i>“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.”</i> – Dkt #42</p>	<p><i>“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” “ (i) any reliance placed by you on the completeness, accuracy, or existence of any advertising”</i> – T&C’s</p>
<p><i>“Plaintiff failed to make an affirmative showing that Rokoko intentionally removed or altered CMI.”</i> – Dkt #42</p>	<p><i>“Rokoko’s motion dataset is one of the world’s largest collections of anonymized human motion data”</i> – rokoko.com</p>
<p><i>“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.”</i> – Dkt #42</p>	<p><i>“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 🍌”</i> – [Rokoko E-mail March 2025] (Compl. Ex. 77)</p> <p><i>“The [user content] data is captured by a global user base of 50,000+ individuals”</i> – [Rokoko.com August 2025]</p> <p><i>“If Defendant did not represent their products int his capacity, Plaintiff would not have purchased from Defendant. Defendant’s</i></p>

	<i>statements were a primary factor in causing Plaintiff's injury" – Complaint ¶ 104(k)</i>
\What Defendant Says In Court	Factual Contradiction
<i>[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</i>	<p>"80 employees in total (60% engineers)" – Rokoko investor materials (Compl. Ex. 85)</p> <p>"Full-time employees: 45" – [Rokoko Financials] (Compl. Ex. 101)</p> <p>"The office in Denmark houses approximately 30 employees, including Rokoko's Founder & CEO, myself, and other senior level executives." – Overby Declaration</p>
<i>Plaintiff makes conclusory allegations about backdoor remote access – Dkt #61, p17</i>	<p>JavaScript deployment to c# windows app – Compl. ¶ 81</p> <p>"Realm: SECRET AREA" – [Hidden websocket based remote fileserver in Defendant's source code]</p> <p>MQTT Nat Hole Punch Keep Alive for hidden Fileserver – [Defendant's source code]</p> <p>Hidden hardcoded user account & login bypass backdoor from an ex-employee Menelaos@rokoko.com – [Defendant's source code]</p>
<i>"Teams" in [our] "Offices in Copenhagen, Athens, Tokyo, Los Angeles, San Francisco" – [rokoko.com, pitch deck, etc.]</i>	<p>Tokyo – closed mailbox, no staff</p> <p>Athens – mailbox service, no staff</p> <p>San Francisco – mailboxes, no staff</p> <p>Los Angeles – Registered agent / mailbox, no staff (Compl. Ex. 65, 70-73)</p>
<i>'Never California, all execs in Copenhagen, no ties in California' – Overby Declaration Dkt #1-4</i>	<p>Later admitted (Dkt #62-1): 'Jakob lived in California from 2016–2020, there <u>was</u> an office lease, and, one employee';</p> <p>Meanwhile records show owned commercial property since 2016, corp. registered to</p>

	<i>CEO/CFO/Secretary's luxury apartment through 2024, multiple people employed in the state, etc.</i>
<i>(Dkt #62-1): 'Jakob lived in California from 2016–2020, there was an office lease, and, one employee';</i>	- Defendant 4 days later filed to have an entire year of SOS records removed which show Jakob still lived in California through 2024, registering the business at his luxury \$2M San Francisco condo.

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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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Executed this 9th day of December, 2025, in Santa Clarita, California.

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