

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: FALSIFIED  
EVIDENCE**

8  
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 1. Defendants intentionally submitted falsified evidence in their Motion to  
16 Dismiss.
- 17 2. As demonstrated in Exhibit 1: The Complaint clearly references  
18 [www.rokoko.com/studio-term-of-use](http://www.rokoko.com/studio-term-of-use) as the terms in which Plaintiff takes  
19 issue with.
- 20 3. These terms changed wildly from March 29, 2025 to March 30, 2025 (see  
21 Exhibit 2)
- 22 4. The terms from March 29, 2025 were instituted in 2022 and show that nearly  
23 all of the conduct Defendant is accused of was never agreed to, mentioned or  
24 disclaimed. (see Exhibit 2)
- 25 5. As further demonstrated in (Exhibit 1): Defendant included a completely  
26 different, and inapplicable set terms and conditions located at  
27 [www.rokoko.com/terms](http://www.rokoko.com/terms) which are innocuous and inert and do not contain  
28 any of the issues raised in the Complaint.
- 29 6. Further, Defendant spoliated all historical copies of  
30 [www.rokoko.com/studio-term-of-use](http://www.rokoko.com/studio-term-of-use) once they were made aware of pending  
31 litigation revolving around it so that the Court could not validate Plaintiff's  
32 claims.
- 33 7. Defendant did this during an MTD to mislead the Court into believing I sued  
34 over harmless language, mischaracterization and misunderstandings.

- 35 8. Defendant used the falsified version to argue my claims are frivolous.
- 36 9. Plaintiff has mentioned this issue in filings about 8 times. Defendant has
- 37 never attempted to cure, even after the prior sanctions motion. (Dkt #73)
- 38 10. In a meet and confer for this very motion, held on December 16, 2025;
- 39 Counsel for Defendant Katherine J. Ellena refused to withdraw the terms &
- 40 conditions and instead asked Plaintiff to make oral admissions and
- 41 speculations:
- 42 a. *“Can you at least agree that the terms and conditions [we submitted]*
- 43 *in our motion are in fact used by Rokoko, in some sort of way shape*
- 44 *or form?”* [attempting to get Plaintiff to agree to their admissibility]
- 45 b. *“Do you agree that these are Rokoko’s terms for some purpose?”*
- 46 c. *“What do you believe these [Defendant submitted] terms are for?”*
- 47 d. *“And what makes the Complaint’s terms & conditions different than*
- 48 *those in the motion?”*
- 49 e. *“Even if we did somehow substitute [the terms & conditions], I am*
- 50 *not sure that rises to being a sanctionable offense.”*
- 51 f. *“(light giggle) I have never understood your spoliation argument...*
- 52 *Why not simply request the terms & conditions in discovery?”* ... *“As*
- 53 *stated, we will produce documents when you stipulate to a protective*
- 54 *order”*

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

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58 Executed this 16th day of December, 2025, in Santa Clarita, California.

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Matthew R. Walsh  
Plaintiff In Pro Per

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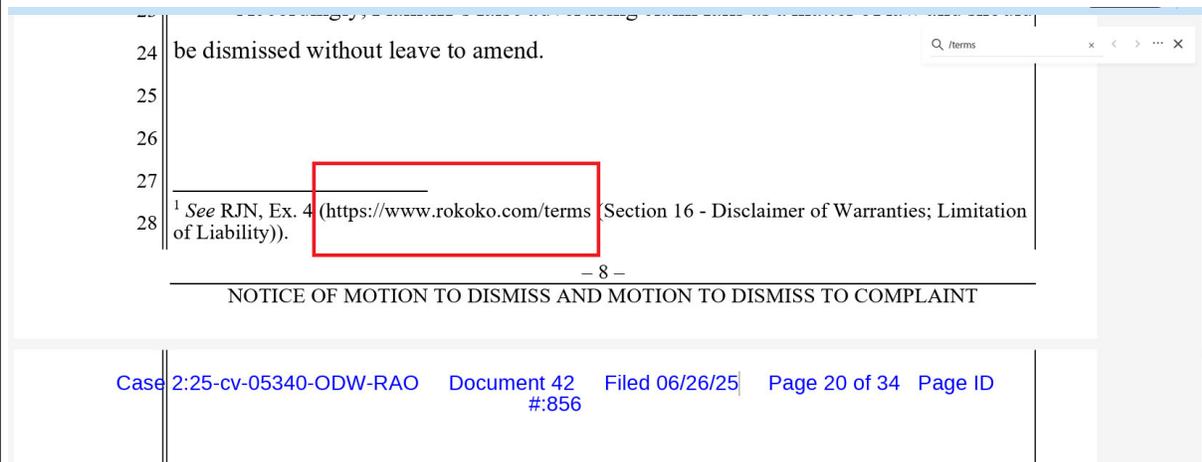
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# **EXHIBIT 1**

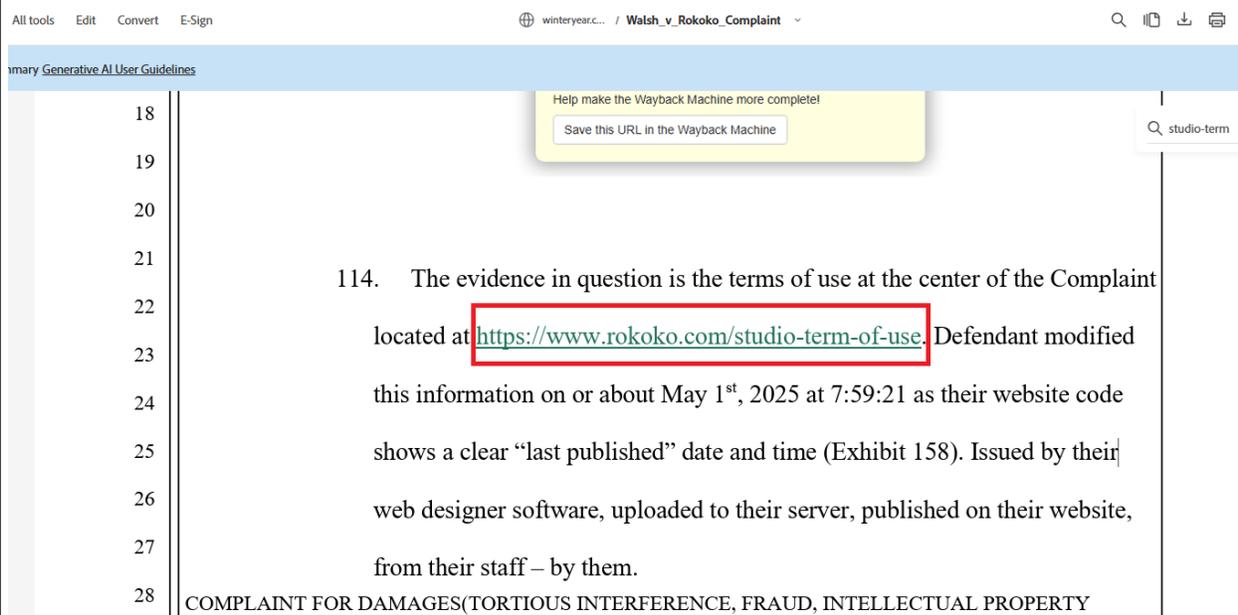
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68 Defendant fabricated evidence intentionally and submitted it along with their  
69 MTD.



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71 The complaint specifically details the terms and conditions at issue:

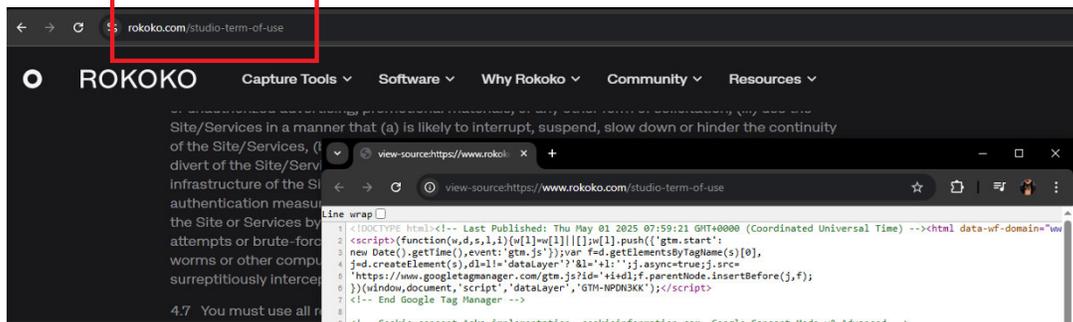


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Search terms

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

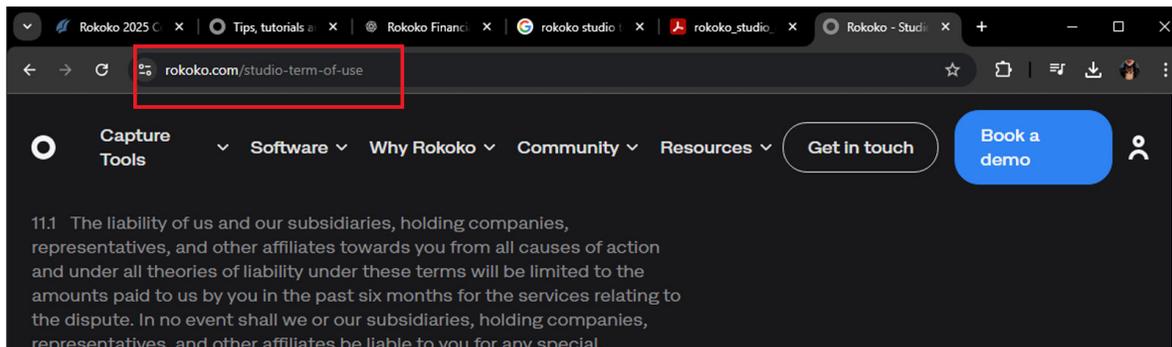


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Search terms

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



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# **EXHIBIT 2**

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81 Side by side comparison of Defendant’s terms and conditions (pre-spoliation, post-  
 82 spoliation)

Topic / Clause	Old Terms (2022)	New Terms (2025)	Material Change Summary
Scope of Platforms (1.1)	Only Rokoko Studio platform referenced.	Expands to Studio + Vision + “all other services accessible through the Site.”	Major scope expansion giving Rokoko rights over new categories of services and data, including camera/biometric data via Vision.
Definition of End User (1.3)	Limited to individuals using Studio.	Expanded definition including Vision users and multi-platform use.	Broadens who is bound and what activities create consent.
Binding Effect of Changes (1.5)	Continued use = consent to updated Terms.	Same mechanism, but asserts updates apply to “User Content downloaded from the Services” as well.	Extends effect of updates to previously downloaded content.
Updates & Supplements (1.7)	Applies to updates/supplements to Site/Services.	Adds explicit inclusion of Software and “certain features subject to additional rules.”	Enlarges the universe of content automatically governed by changes.
Privacy Policy Incorporation (1.8–1.9)	Incorporated by reference.	Strengthened language: privacy policy is “deemed included” in the contractual relationship.	Gives Privacy Policy contractual force (important because its terms can also change unilaterally).
Registration Requirements (2.1)	Standard account creation.	Same, but adds more detailed personal data implications due to Vision integration.	Heightened data collection by implication.
Subscription Plan Modification Rights (2.3)	Rokoko may modify or terminate plans.	Reasserted with stronger language: “sole and absolute discretion.”	Raises issue of unilateral economic modification.
User Content Ownership & Liability (3.1–3.3)	User retains rights; Rokoko may access/modify only as necessary to provide Services.	User retains rights but Rokoko now gets a perpetual, worldwide, royalty-free, sublicensable license to access, copy, use, and modify User Content, Usage Data, and “any other Data related to you.”	MAJOR rights expansion—creates a permanent license, even after termination, and adds a broad new category “Data related to you.” Gives retroactive rights for Rokoko to collect, anonymize, sell and sublicense to third parties.

Topic / Clause	Old Terms (2022)	New Terms (2025)	Material Change Summary
Definition & Use of Usage Data (3.4)	Data used to improve services and support functionality.	Explicit right to collect and use User Content, Usage Data, technical data and sublicense anonymized data to third parties to develop/improve products.	Material expansion allowing Rokoko to commercialize users' data beyond service provision.
New Category: "Any Other Data Related to You" (3.3)	Not present.	Added as a blanket category Rokoko may access/use/sublicense.	Extremely broad catch-all justifying collection/use beyond disclosed categories.
AI/ML Use Restrictions (5.4)	Prohibits user from using Rokoko Assets for ML/AI training.	Same prohibition, but the company explicitly does not restrict itself from using User Content for AI development.	Creates asymmetrical rights: user forbidden; Rokoko permitted (through 3.3–3.4 data rights).
Rokoko Assets & Motion Library (5.1–5.3)	Same categories but focused only on Studio.	Applies across Studio + Vision; broader application.	Assets now span more modes of content creation (including Vision-based data).
Software License (4.1–4.4)	License to Studio Software.	License now covers all Software across Studio + Vision; updates without notice.	Expands to Vision software and future tools.
Prohibited Conduct (4.5–4.6)	Standard prohibitions on illegal use.	Expanded operational prohibitions (system load, security attacks, automation).	Increases grounds for unilateral termination.
Data Protection Basis (7.1)	"Legitimate interest" basis for processing.	Updated to GDPR-aligned language and tied into an updated Privacy Policy.	Expands lawful basis for broader data processing categories.
Automatic Renewal (8.1)	Subscriptions renew automatically.	Same but text strengthened to emphasize user responsibility to avoid charges.	Subtle economic tightening.
Termination Consequences (8.4)	Rokoko may delete account and content.	Confirms Rokoko may delete, but has no obligation to retain User Content and no liability for resulting loss.	Supports unilateral control over data retention and access.
Right to Sue for Damages (8.3)	Right to sue for infringement/misuse.	Same, but includes "all estimated current and future earnings incurred by you due to abuse or misuse."	Expanded damages claim language.
Publicity Rights (9.1)	Mutual ability to use name for marketing.	Same clause but applied to expanded platform ecosystem.	Broader reach due to expanded services.

Topic / Clause	Old Terms (2022)	New Terms (2025)	Material Change Summary
Warranties Disclaimer (10)	Very broad warranty disclaimer.	Same substance but reorganized and rewritten for clarity.	No material change.
Limitation of Liability (11)	Liability capped at 6 months of fees; excludes consequential damages.	Identical.	No change.
Amendment Rights (12.1–12.2)	Rokoko may amend terms with 1-month notice.	Same, but reasons for amendment expanded (new products, business model changes).	Strengthens Rokoko’s justification for modifications.
Export Restrictions (13)	Standard export compliance.	Same.	No material change.
Venue & Governing Law (14)	Danish law + Simplified Arbitration.	Same.	No change.
Structural / Reorganization Changes	Terms shorter and Studio-centric.	Significantly reorganized, expanded sections with more legal precision.	Functional shift: moves from a SaaS terms document to a data-extraction platform agreement.
Inclusion of All Future Features Under Existing Agreement	Old terms implicitly apply only to Studio.	New terms explicitly apply to all new features, Services, assets, updates, and supplements unless separate terms apply.	Broadens ongoing consent to future unannounced products.
Implicit Biometric/Camera Data Collection via Vision	No Vision = no biometric or image-based data implied.	Vision integration means Terms now contractually cover: video input, body tracking, skeletal pose estimation, and potentially identifiable motion signatures.	Silent expansion into highly sensitive data categories without distinct disclosure.

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