

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

*[Hon. Rozella A. Oliver, Courtroom  
590]*

Hearing Date: February 4, 2025  
Hearing Time: 10:00 AM

**DECLARATION OF MATTHEW R.  
WALSH re: FALSIFIED  
EVIDENCE SET 2**

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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 1. The Defendant's have once again falsified evidence regarding the terms and  
17 conditions, upon on the record.
- 18 2. **SWAPPED EVIDENCE (AGAIN)** - In a recent filing (Dkt #127-1, Ex. 4)  
19 they included 'terms and conditions' which the purport to bind the Plaintiff.  
20 The date states "Effective Date: 22 February 2025"; however, Defendant's  
21 clearly provide evidence prior showing that Plaintiff purchased his  
22 equipment in 2020 (Dkt #127-1, Ex's. 1 - 3).
- 23 3. Defendant's own e-mail admits Plaintiff was still using the old 2020  
24 software; and bound by the old terms (Ex. 4).
- 25 4. Defendant swapped the terms **the prior** Motion to Dismiss as well, which  
26 the Court relied upon. Instead of including [www.rokoko.com/studio-term-](http://www.rokoko.com/studio-term-of-use)  
27 [of-use](http://www.rokoko.com/studio-term-of-use) as Plaintiff has repeatedly referenced in the Complaint and beyond;  
28 Defendant swapped the evidence to [www.rokoko.com/studio](http://www.rokoko.com/studio) and refused to  
29 cure it multiple times when confronted on the record. Defendant cannot  
30 claim mistake or inadvertence as they submitted the correct 2022 terms &  
31 conditions *themselves* in the Notice of Removal (Ex. 8) and now submit  
32 even far different terms in this Motion to Dismiss.
- 33 5. **TERMS & CONDITIONS DATE IS MANUFACTURED** -As Plaintiff  
34 has demonstrated in Walsh Decl. re: Fabricated Evidence; there *is no*  
35 *agreement effective 22 February 2025.*

- 36 6. There are in fact only three dates in which agreements were established:
- 37 a. **2020 TERMS** - The ones Plaintiff is bound by in 2020 (now
- 38 spoliated, Defendant would not produce in discovery; Plaintiff
- 39 acquired on January 21, 2026) (see: Walsh Decl. re: Spoliation)
- 40 b. **2022 TERMS** – The terms established in 2022 bind purchases from
- 41 2022 through March 2025 (Ex. 1)
- 42 c. **2025 TERMS** – The retroactive rights-granting terms enacted in 2025
- 43 were:
- 44 i. Announced in February to be effective March 22, 2025 (Ex. 3)
- 45 ii. Were not enacted until March 30, 2025 (Ex. 2)
- 46 7. **THE DATE IS FALSIFIED** – The date on the terms and conditions
- 47 provided by Defendant was edited by hand and falsified for the record.
- 48 a. Defendants filing in the RJN (Dkt #127) has a hand-written date of
- 49 “22, February 2025” (Ex. 2) which seems to confuse that the effective
- 50 date was actually March (Ex. 3, 5).
- 51 b. Every version of the software Rokoko releases contains the terms &
- 52 conditions – The date February 2025 has never existed on any of them
- 53 (Ex. 5)
- 54 c. Defendants website has never hosted the terms and conditions which
- 55 listed the date “22, February, 2025” (Ex. 6)

56 d. The Defendant did not print the Terms & Conditions untouched from  
57 the website either, there is no effective date ever shown on the website  
58 (Ex. 7)

59 8.

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

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64 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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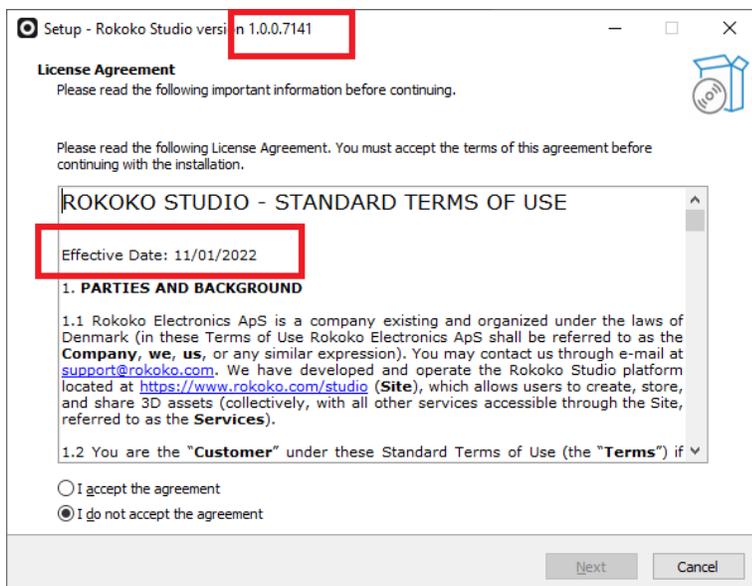
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# **EXHIBIT 1**

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74 Version 1.0 of Defendant's software contains the terms and conditions from  
75 11/01/2022 which stayed active through 2025.



**Version 1  
Effective 11/01/2022**

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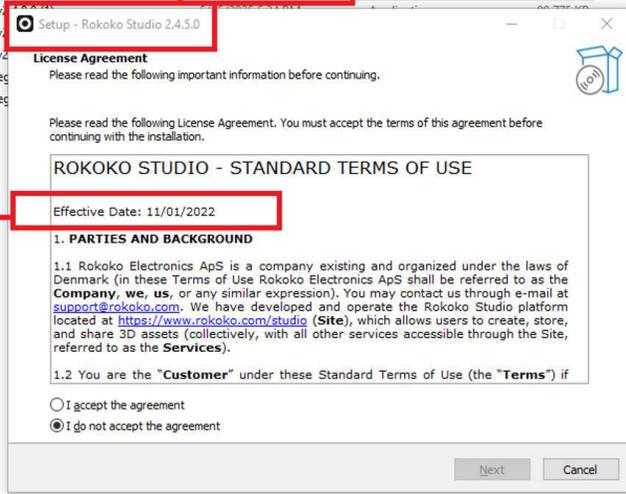
# **EXHIBIT 2**

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84 Defendant's filing has a hand typed/differently formatted date which has never  
85 existed in any terms and conditions that were released.

Volume (D:) > \_Downloads > RokokoStudio\_v1.0.0.8095

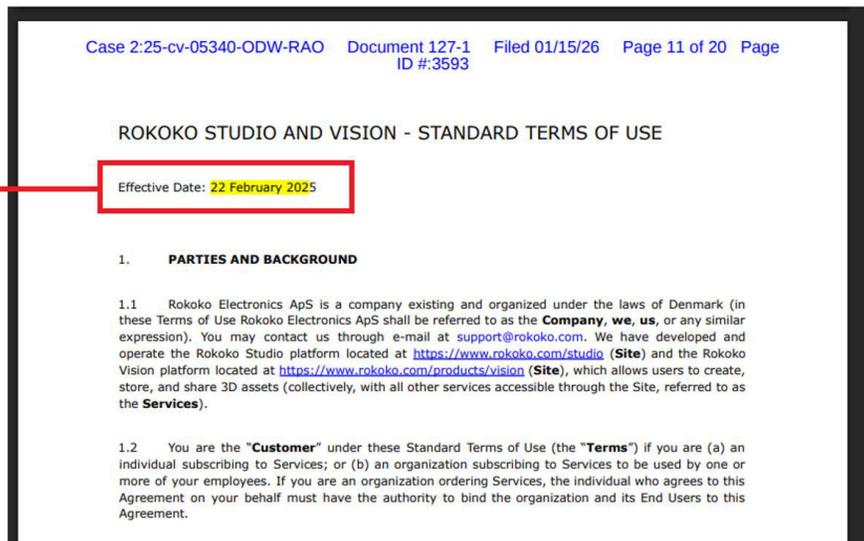
Name	Date modified	Type	Size
RokokoStudio_v1.0.0.7141.exe	4/7/2023 9:43 AM	Application	44,539 KB
RokokoStudio_v1.0.0.8095.exe	6/13/2023 6:27 PM	Application	44,562 KB
RokokoStudio_v1.0.0.10732.exe	3/2/2024 4:01 PM	Application	44,562 KB
RokokoStudio_v1.0.0.11850.exe	7/24/2024 2:07 PM	Application	67,760 KB
RokokoStudio_v2.4.5.0.exe	3/29/2025 12:27 PM	Application	91,252 KB



3/29/2025  
v2.4.5.0

Still active: 11/01/2022

22, February 2025 has never existed in any installed, or terms & conditions released on the web. It appears to be hand typed as it is a different font entirely than what is used throughout the body.



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# **EXHIBIT 3**

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94 Defendant’s own e-mail **BEFORE** the alleged February 22, 2025 “effective date”  
95 actually states the new terms will be enacted on March 22, 2025... **not February.**

Updates to Our Terms of Use

 Rokoko <hi@rokoko.com>  
To: Matthew Walsh

 2/20/2025

 If there are problems with how this message is displayed, click here to view it in a web browser.

 **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



Rokoko Electronics ApS  
Sankt Gertruds Stræde 10, 1129 København, Denmark

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# **EXHIBIT 4**

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104 Rokoko Admits in 2024 that Plaintiff was still using the *original legacy software*;  
105 not any newer software which had any of the retroactive terms.

### Using Rokoko Legacy?



Rokoko <support@rokoko.com>  
To Matthew Walsh



11/4/2024

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.

Right-click or tap and hold here to download pictures. To help protect your privacy, Outlook prevented automatic download of this picture from the Internet.

Hi there!

It's been nearly three years since Rokoko Studio was launched - but we've identified you as being one of our loyal customers still using our original software (Rokoko Studio Legacy).

As such we'd like to gather some insights on your usage of this Legacy software. We would like to use these insights to further improve Rokoko Studio.

So we would be hugely grateful for **two minutes** of your time to fill out the survey below:

[Take the Legacy Survey!](#)

- Your friends at Rokoko

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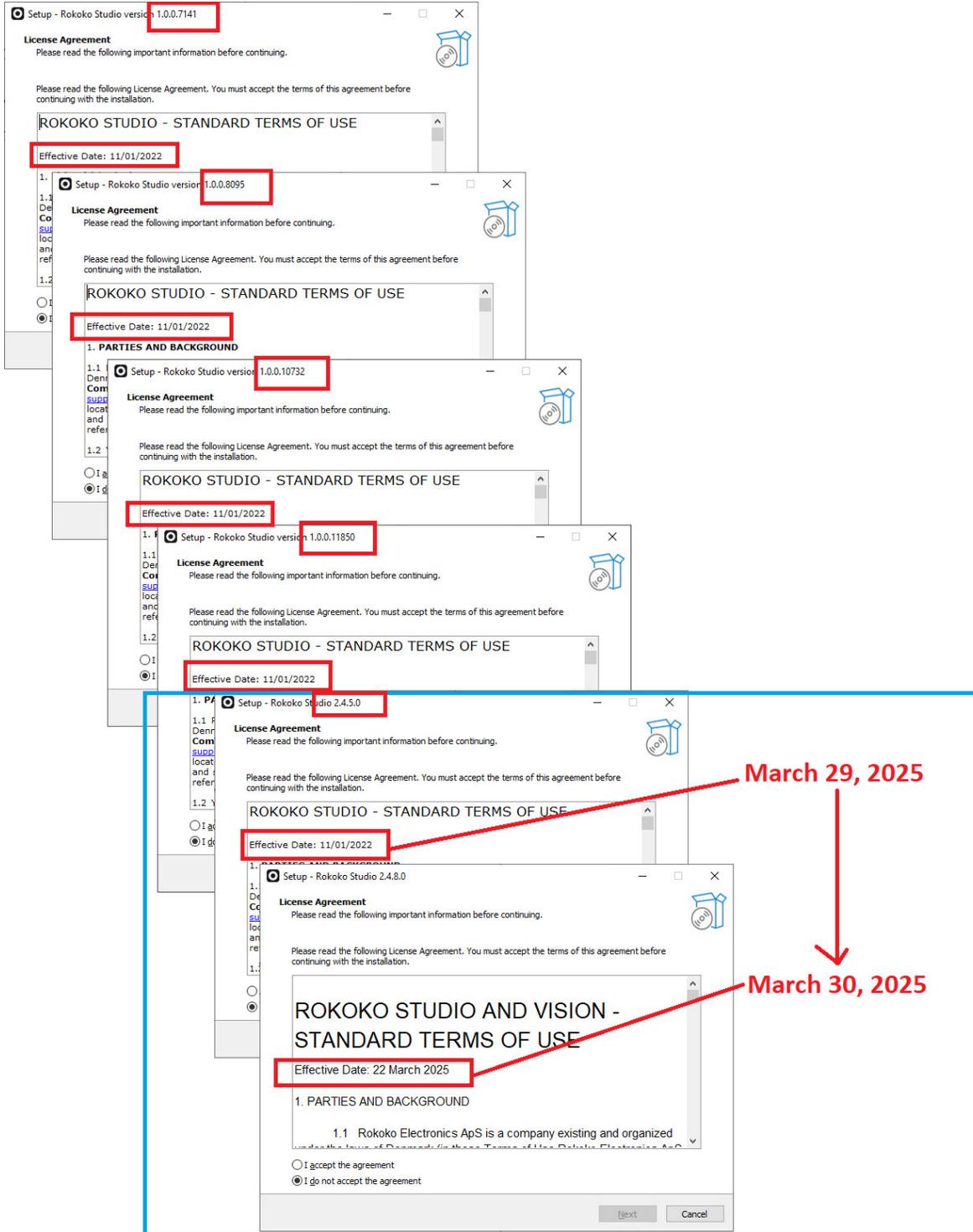
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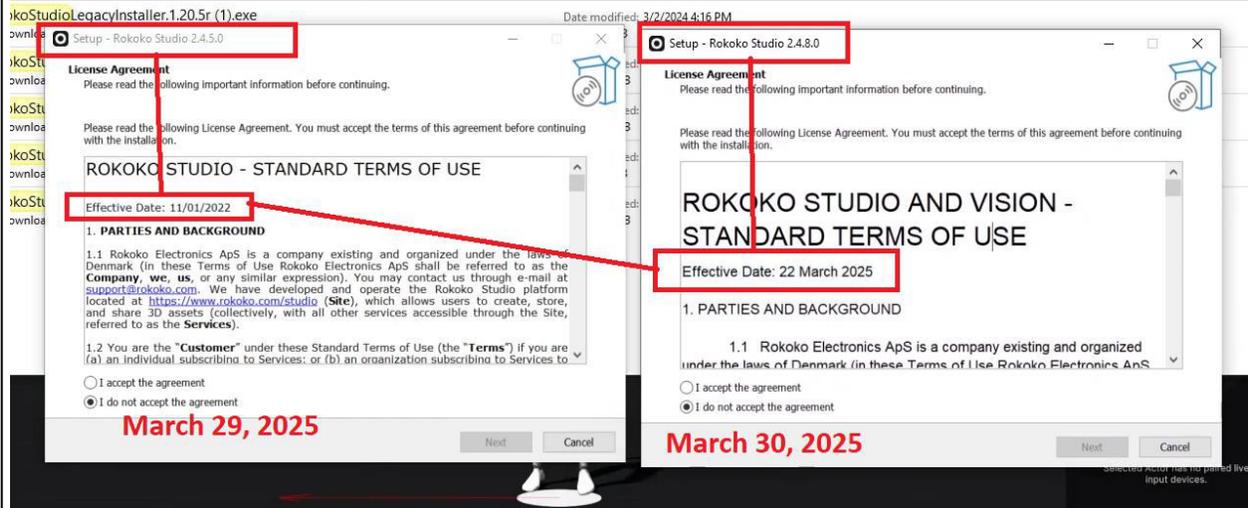
# **EXHIBIT 5**

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115 None of the installers, nor terms & conditions since 2022 ever had a date of  
116 February 22, 2025



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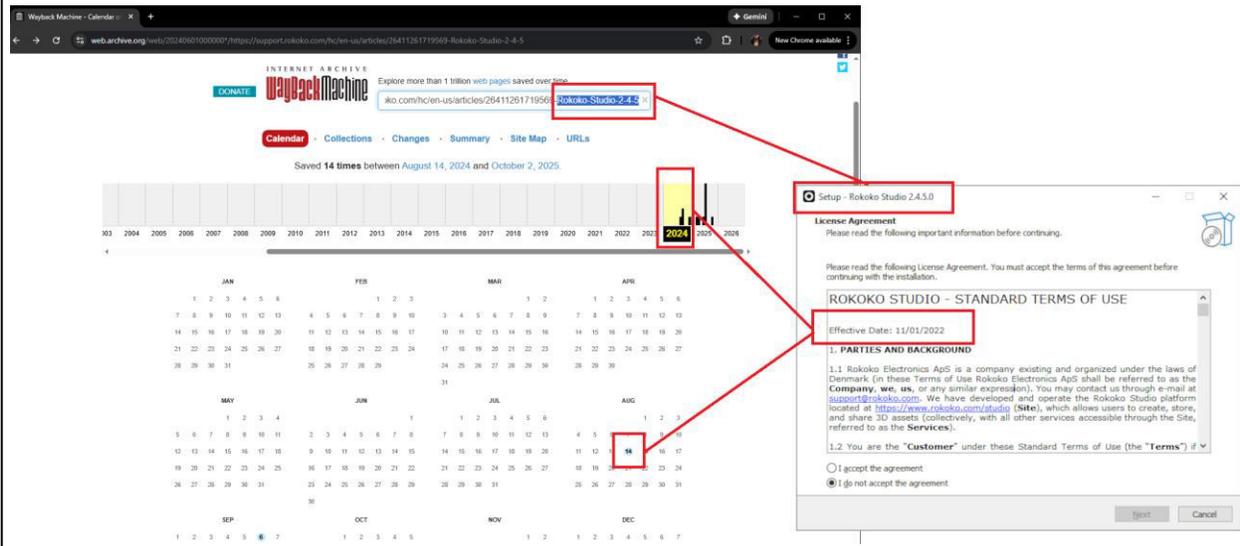
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Version 2.4.5.0 was released about August 14, 2024 and contained the 2022 terms.

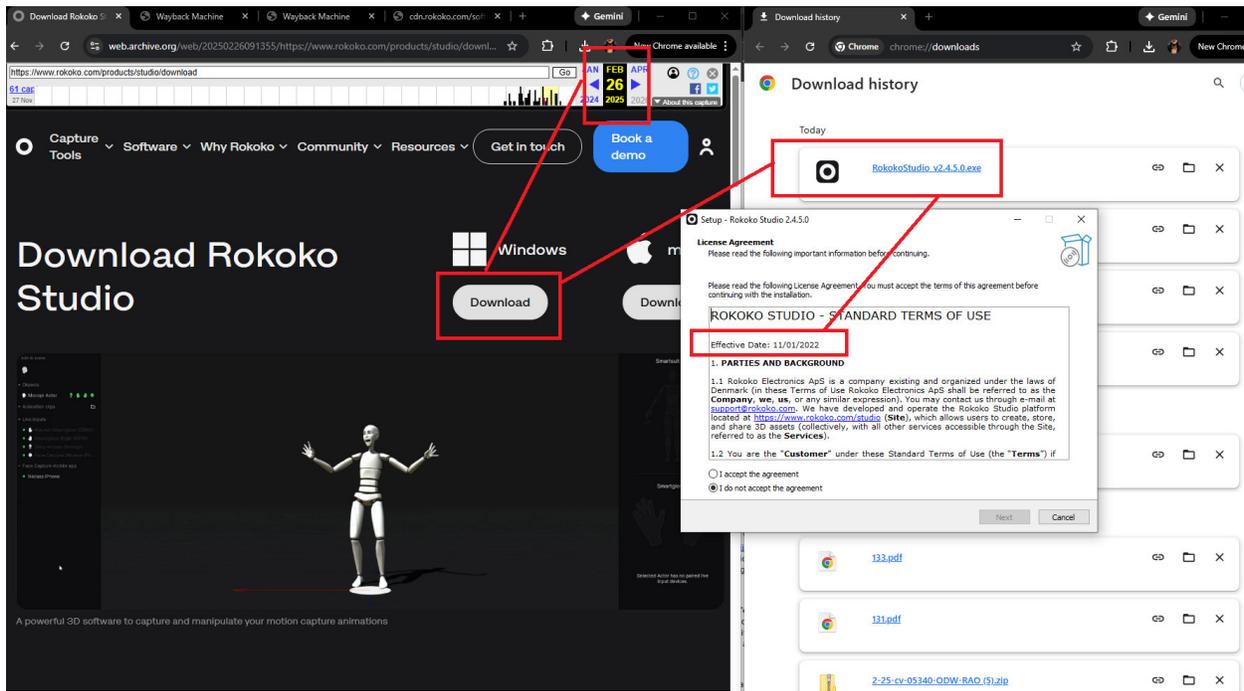


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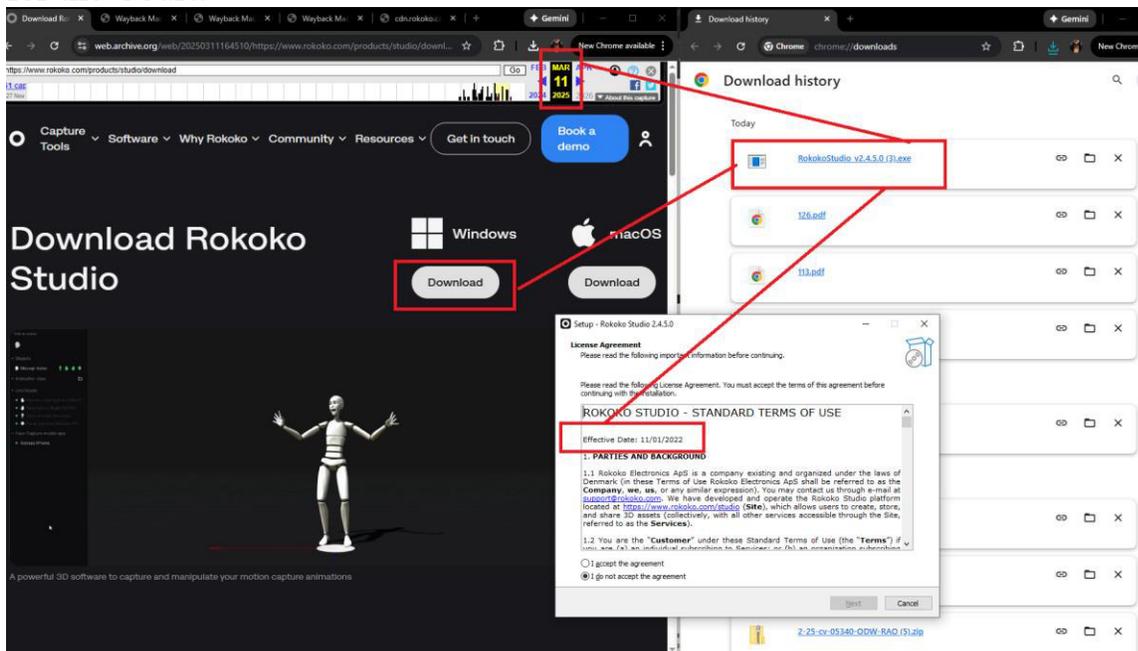
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125 **On February 26, 2025...** Four days after the Defendant claims their terms of  
126 service were effective... Rokoko downloads *still* contain the 2022 terms:  
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128 **On March 11<sup>th</sup>,** Rokoko *still* was releasing v2.4.5.0 which contained the 2022  
129 terms. This definitively proves that Defendant's terms & conditions are fabricated  
130 for the Court.  
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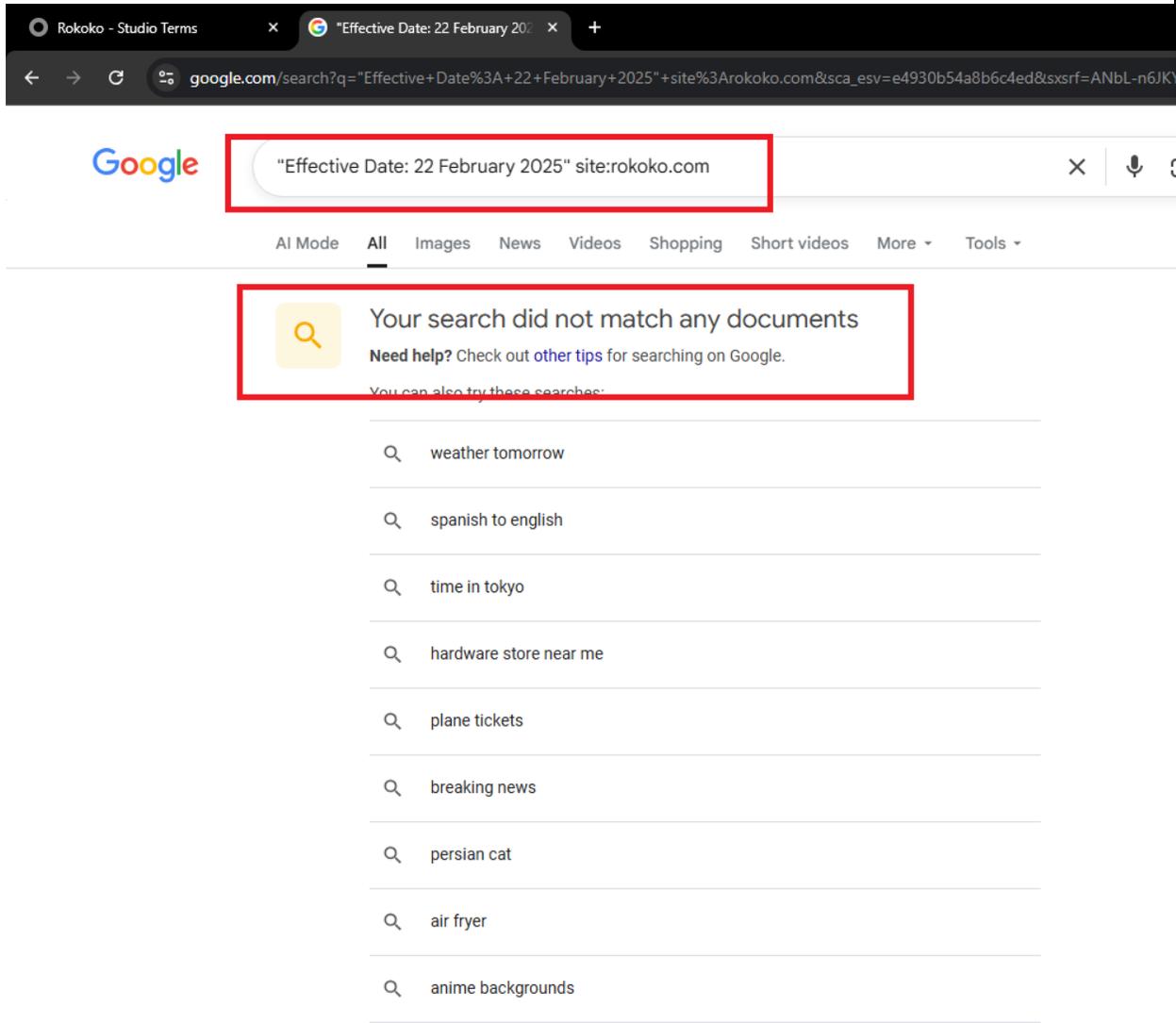
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# **EXHIBIT 6**

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143 Defendant’s website has never listed terms & conditions with the effective date  
144 listed in their “evidence”



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The screenshot shows a Google search interface. The search bar contains the text "22 February 2025" site:rokoko.com. Below the search bar, the message "Your search did not match any documents" is displayed, along with a "Need help?" link and a list of suggested searches including "weather tomorrow", "spanish to english", "time in tokyo", "hardware store near me", "plane tickets", "breaking news", "persian cat", "air fryer", and "anime backgrounds".

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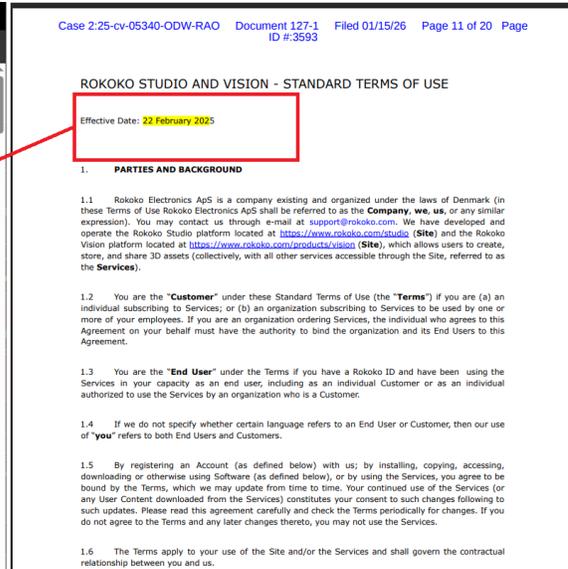
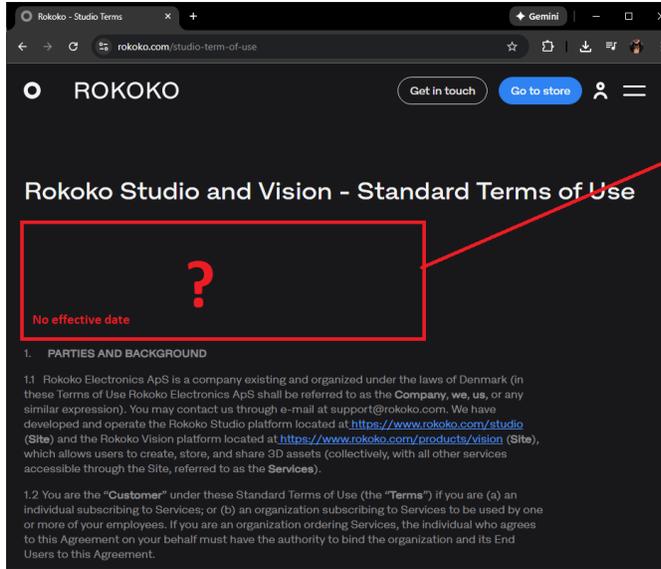
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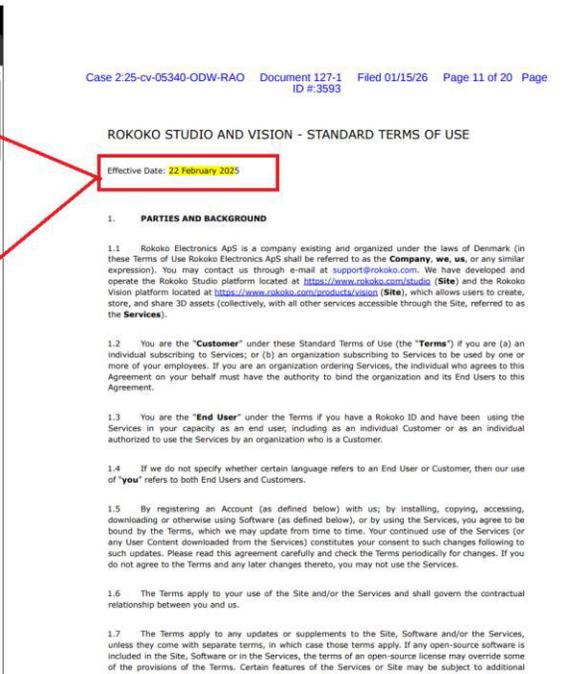
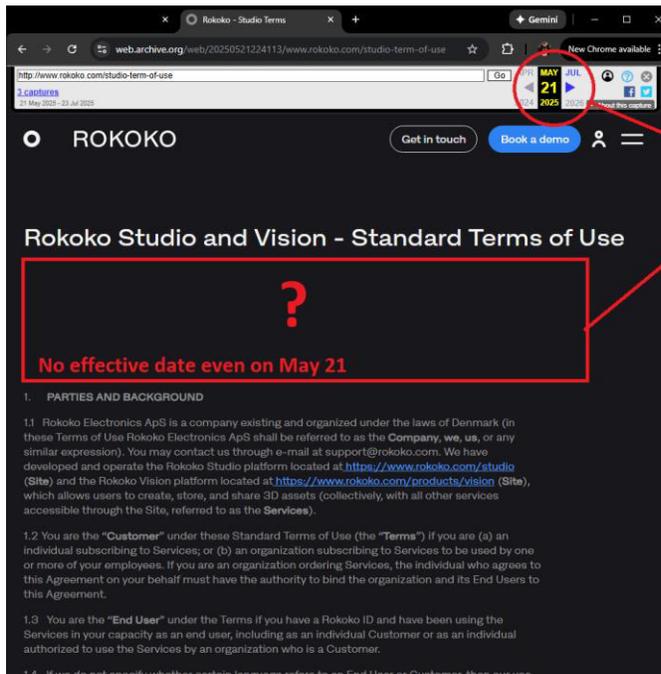
# **EXHIBIT 7**

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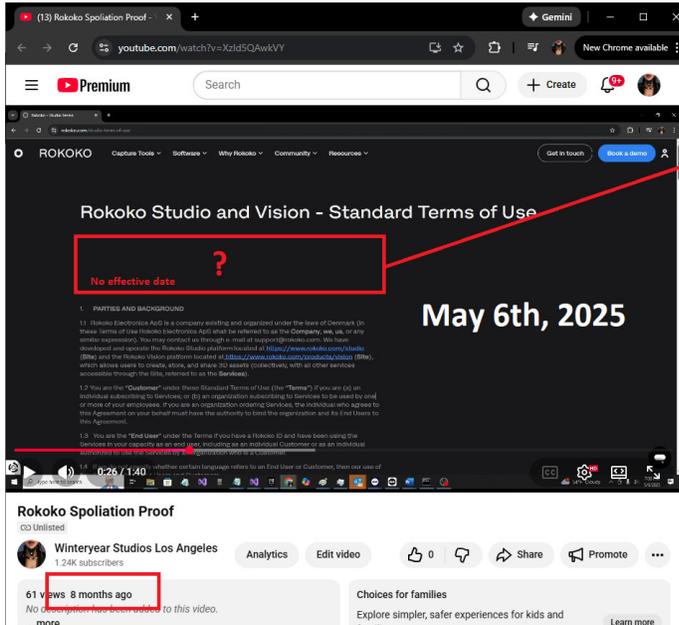
154 Defendant’s website clearly shows – they did not print the terms & conditions like  
155 that, they added the “Effective Date” afterwards.



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157 The last archived version due to spoliation was May 21; it too did not contain an  
158 effective date.



160 May 6, 2025 also did not contain an effective date.



Case 2:25-cv-05340-ODW-RAO Document 127-1 Filed 01/15/26 Page 11 of 20 Page ID #:3593

ROKOKO STUDIO AND VISION - STANDARD TERMS OF USE

Effective Date: 22 February 2025

1. PARTIES AND BACKGROUND

1.1 Rokoko Electronics ApS is a company existing and organized under the laws of Denmark (in these Terms of Use Rokoko Electronics ApS shall be referred to as the Company, we, us, or any similar expression). You may contact us through e-mail at support@rokoko.com. We have developed and operate the Rokoko Studio platform located at https://www.rokoko.com/studio (Site) and the Rokoko Vision platform located at https://www.rokoko.com/products/vision (Site), which allows users to create, store, and share 3D assets (collectively, with all other services accessible through the Site, referred to as the Services).

1.2 You are the "Customer" under these Standard Terms of Use (the "Terms") if you are (a) an individual subscribing to Services; or (b) an organization subscribing to Services to be used by one or more of your employees. If you are an organization ordering Services, the individual who agrees to this Agreement on your behalf must have the authority to bind the organization and its End Users to this Agreement.

1.3 You are the "End User" under the Terms if you have a Rokoko ID and have been using the Services in your capacity as an end user, including as an individual Customer or as an individual authorized to use the Services by an organization who is a Customer.

1.4 If we do not specify whether certain language refers to an End User or Customer, then our use of "you" refers to both End Users and Customers.

1.5 By registering an Account (as defined below) with us; by installing, copying, accessing, downloading or otherwise using Software (as defined below), or by using the Services, you agree to be bound by the Terms, which we may update from time to time. Your continued use of the Services (or any User Content downloaded from the Services) constitutes your consent to such changes following to such updates. Please read this agreement carefully and check the Terms periodically for changes. If you do not agree to the Terms and any later changes thereto, you may not use the Services.

1.6 The Terms apply to your use of the Site and/or the Services and shall govern the contractual relationship between you and us.

1.7 The Terms apply to any updates or supplements to the Site, Software and/or the Services,

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# **EXHIBIT 8**

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169 Defendant even included the terms & conditions as filed by Plaintiff in the notice  
170 of removal which clearly show the effective date of 11/01/2022  
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REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

11	<i>Attorneys for Defendant</i>	
12	<i>Rokoko Electronics</i>	
13		
14		<b>UNITED STATES DISTRICT COURT</b>
15		<b>CENTRAL DISTRICT OF CALIFORNIA</b>
16	MATTHEW R. WALSH,	Case No.: 2:25-CV-5340
17	Plaintiff,	[Removal from Superior Court of California,
18	vs.	County of Los Angeles, Case No.
19	ROKOKO ELECTRONICS, and	25STCV13828]
20	DOES 1 through 50, inclusive,	[Diversity of Citizenship]
21	Defendant.	<b>NOTICE OF REMOVAL OF CIVIL</b>
22		<b>ACTION UNDER 28 U.S.C. §§ 1332 AND</b>
23		<b>1441(b)</b>
24		[Filed concurrently with (1) Civil Cover Sheet;
		(2) Corporate Disclosure Statement and Notice
		of Interested Parties; and (3) Declaration of
		Mikkel Overby]

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**EXHIBIT Q.1**  
**The terms of use from 2022 to about March, 29<sup>th</sup> 2025**

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I, Matthew R. Walsh, declare under penalty of perjury under the laws of the State of California  
that this is a true and correct copy of a document I personally received, created, or obtained in

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ROKOKO STUDIO - STANDARD TERMS OF USE

Effective Date: 11/01/2022

**1. PARTIES AND BACKGROUND**

1.1 Rokoko Electronics ApS is a company existing and organized under the laws of Denmark (in these Terms of Use Rokoko Electronics ApS shall be referred to as the **Company, we, us**, or any similar expression). You may contact us through e-mail at [support@rokoko.com](mailto:support@rokoko.com). We have developed and operate the Rokoko Studio platform located at <https://www.rokoko.com/studio> (**Site**), which allows users to create, store, and share 3D assets (collectively, with all other services accessible through the Site, referred to as the **Services**).

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# **EXHIBIT 9**

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183 Defendant provided the Court with cherry-picked statements and submitted  
184 evidence from Nintendo’s website to make the Court believe Plaintiff could not  
185 have any agreement(s) with Nintendo. The reality is, that the evidence provided by  
186 Defendants was only partially complete:  
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The screenshot shows the Nintendo Support website. At the top is the Nintendo logo. Below it is a navigation menu with icons for Games, Hardware, Nintendo Switch Online, Nintendo eShop, Shopping, Support, News, and Stay in touch. The main content area is titled "Welcome to Nintendo Support" and "Get support for your Nintendo systems, software and services". The primary heading is "Business Proposals (Including General Requests to Use Nintendo Trademarks or Copyrights) or Requests for Promotional Items or Donations".

**Description:**  
You would like to get in contact with Nintendo because:

- You would like to collaborate with Nintendo on an event or would like to use a Nintendo IP for a project.
- You are an established company and would like to collaborate with Nintendo with commercial intent.
- You would like to request promotional items or advertising (stickers, posters, pencils, promotional booklets, etc.).
- You would like to request donations or Nintendo's support for a non-commercial activity.

**Who wants to contact Nintendo?**

- An individual – request for collaboration with commercial intent
- A company/business – request for collaboration with commercial intent
- A distributor – request to become a distributor
- An individual or retailer - request for promotional items, free games, consoles, etc.
- A non-profit organisation – requests for donations
- A retailer – request to become a retailer
- A videogame developer

You do not belong to an established business/company and would like to present to Nintendo a project with commercial intent. We appreciate your interest in Nintendo and our highly acclaimed line of videogame products. To us, it's a sign of recognition and your vote of confidence in the Nintendo name. We regret that we are unable to go forward with your proposal. As you might imagine, we receive numerous requests. While we would like to be able to accommodate them all, this is simply not possible, however deserving the project. We wish you all the best in your future endeavours.

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