

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: August 4, 2025  
Hearing time: 1:30PM  
Place: Dept. 5D

**SUPPLEMENTAL DECLARATION OF  
MATTHEW R. WALSH IN SUPPORT OF  
PLAINTIFFS OBJECTION TO  
DEFENDANTS MOTION TO DISMISS**

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10 **SUPPLEMENTAL DECLARATION OF MATTHEW R. WALSH IN SUPPORT OF**

11 **PLAINTIFFS OBJECTION TO DEFENDANTS MOTION TO DISMISS**

12  
13 I, Matthew R. Walsh, declare as follows:

14  
15 I am the Plaintiff in the above-captioned matter. I submit this supplemental declaration in  
16 further support of my **OBJECTION TO DEFENDANTS MOTION TO DISMISS**. I have  
17 personal knowledge of the facts set forth herein and, if called to testify, could and would

18 competently do so.

19

20 **BACKGROUND**

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22 1. Defendant as filed an improper motion to dismiss that violates multiple Local Rules;  
23 similar rules that Plaintiff was struck for.

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25 2. Plaintiff opposed that motion to dismiss and hereby submits the following as evidence to  
26 support that objection and does so to conform with Federal timelines.

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28

29 **GENERAL AUTHENTICATION STATEMENT**

30

31 I have reviewed each of the 197 exhibits listed below. Each exhibit is a true and correct copy of  
32 the document described and is either:

- 33 • A document I personally created or received;
- 34 • A document maintained in the ordinary course of business or my personal records; or
- 35 • a document I have personal knowledge of based on my direct involvement or
- 36 • Each document was kept in the regular course of business or personal activity, and it was  
37 the regular practice of such activity to make or maintain such a document.

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39 No document or image has been materially altered. I submit this declaration to authenticate the  
40 attached exhibits as required by Rule 901 of the Federal Rules of Evidence.

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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.

Executed this 13 day of July, 2025, in Santa Clarita, California.



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Matthew R. Walsh  
Plaintiff In Pro Per

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**EXHIBITS IN SUPPORT OF DECLARATION**

- **Exhibit 1** – Rokoko claiming in 2022 they had sold 1,000 SmartSuit II’s already.
- **Exhibit 2** – Rokoko user complaining Rokoko took their money, shipped nothing, refused refund.
- **Exhibit 3** – Rokoko creative director on the defense in Reddit. Reiterates the 30-day money back policy.
- **Exhibit 4** – Rokoko user review stating they had not received their suit even after 1 year. Refusal to ship, refusal to refund.
- **Exhibit 5** – Rokoko user calling out Rokoko and threatening a \$200M class action for non-delivery and public trust violation.
- **Exhibit 6** – Rokoko users stating Rokoko will not cancel orders or ship units; quality issues.

- 62 • **Exhibit 7** – Reddit search results showing bricked suits, firmware, and sensor issues around  
63 same time as Plaintiff.
- 64 • **Exhibit 8** – User stating sensors failed, no available support.
- 65 • **Exhibit 9** – User claiming same failures as Plaintiff.
- 66 • **Exhibit 10** – User claiming same failures, support staff unavailable.
- 67 • **Exhibit 11** – User claiming same failures, support staff unavailable.
- 68 • **Exhibit 12** – User experiencing sensor issues, repeated deflection by support using same  
69 non-working “fix.”
- 70 • **Exhibit 13** – Customer sharing complaint; Rokoko delayed refund after repeated requests.
- 71 • **Exhibit 14** – User claiming they tried every fix, sensors failed. (Same timeframe as  
72 Plaintiff’s failure.)
- 73 • **Exhibit 15** – Users claiming long refund times, billing issues, customer service ghosting,  
74 theft.
- 75 • **Exhibit 16** – Continuation from Exhibit 15.
- 76 • **Exhibit 17** – Customer claiming firmware update bricked sensors. Multiple customers  
77 confirming.
- 78 • **Exhibit 18** – Customer states sensors not working, cables don’t fix, no parts offered. SONG-  
79 BEVERLY cited.
- 80 • **Exhibit 19** – Defendant replies to Reddit post about failed sensor—showing they monitor  
81 issues but ignore many.
- 82 • **Exhibit 20** – Users complain hardware doesn’t work, support slow or unresponsive.
- 83 • **Exhibit 21** – Customer complains about sensor errors, Defendant follows them on social  
84 media.
- 85 • **Exhibit 22** – Customer says they paid for equipment, Rokoko made excuses, refused refund,  
86 project halted.
- 87 • **Exhibit 23** – Customer says suit took months to arrive, some hardware arrived broken,  
88 Defendant threatened them under warranty.
- 89 • **Exhibit 24** – Users complain support takes months, hardware broken, Defendant blames  
90 cables despite diagnostics.

- 91 • **Exhibit 25** – Customer claims they lost time/money on set due to failure. Defendant replies  
92 and admits metadata exists.
- 93 • **Exhibit 26** – Email shows SmartSuit 2 is same hardware as SmartSuit 1; supports Plaintiff’s  
94 argument about parts.
- 95 • **Exhibit 27** – Screenshot of Plaintiff’s suit showing sensor failures; Defendant falsely blamed  
96 cables.
- 97 • **Exhibit 28** – Defendant missed Nintendo video game submission deadline; SKU validation  
98 impacted.
- 99 • **Exhibit 29** – Rokoko software remotely disabled Plaintiff’s account.
- 100 • **Exhibit 30** – Defendant’s software tracks when user looks at settings window.
- 101 • **Exhibit 31** – Defendant’s software tracks Plaintiff’s software usage, time, and machine  
102 telemetry.
- 103 • **Exhibit 32** – Continuation of Exhibit 31.
- 104 • **Exhibit 33** – Software shows opt-out exists, but Defendant doesn’t allow control of feature.
- 105 • **Exhibit 34** – Software asks Rokoko server to enumerate intellectual property in which is  
106 stored on Defendants servers.
- 107 • **Exhibit 35** – Server returns full list of Plaintiff’s IP they now possess.
- 108 • **Exhibit 36** – Server confirms they have Plaintiff’s video game “The Next World” assets.
- 109 • **Exhibit 37** – Server shows they possess IP from various game scenes.
- 110 • **Exhibit 38** – Plaintiff tests renaming scene “WILLROKOKOTAKETHIS” — Defendant  
111 takes it.
- 112 • **Exhibit 39** – Server confirms Defendant took IP from game vertical slice.
- 113 • **Exhibit 40** – Software sends private information to third parties without consent.
- 114 • **Exhibit 41** – “skip\_asset\_sync” flag shows opt-out is possible but blocked.
- 115 • **Exhibit 42** – Customer service tracking shown in software.
- 116 • **Exhibit 43** – Servers show no support tickets were ever logged for Plaintiff.
- 117 • **Exhibit 44** – Software reveals firmware files, developer notes, file paths.
- 118 • **Exhibit 45** – Continuation of Exhibit 44. Shows software made in Somalia.
- 119 • **Exhibit 46** – Defendant knew of WiFi/connectivity issues.

- 120 • **Exhibit 47** – Defendant released firmware that breaks older hardware—planned
- 121       obsolescence.
- 122 • **Exhibit 48** – Shows Rokoko Studio software versions/releases.
- 123 • **Exhibit 49** – Defendant can silently send/execute Javascript code on user’s system.
- 124 • **Exhibit 50** – Software uses web sockets for file upload and telemetry.
- 125 • **Exhibit 51** – Parallel Company AI module integrated into software.
- 126 • **Exhibit 52** – Large binary data sent from Plaintiff’s machine without consent.
- 127 • **Exhibit 53** – Defendant took Plaintiff’s IP directly from his computer.
- 128 • **Exhibit 54** – Software requests user’s data, services, and IMDb.
- 129 • **Exhibit 55** – Defendant receives Plaintiff’s body measurements.
- 130 • **Exhibit 56** – Software sends Plaintiff’s game data/IP to Defendant.
- 131 • **Exhibit 57** – Software shows instant, accurate hardware diagnostics; yet Defendant blamed
- 132       cables.
- 133 • **Exhibit 58** – Software sends hardware and software inventory from Plaintiff’s machine
- 134       including “Oculus” ownership.
- 135 • **Exhibit 59** – Defendant is alerted when user plugs in USB hardware.
- 136 • **Exhibit 60** – Defendant tracks WiFi setting changes.
- 137 • **Exhibit 61** – Defendant advertises 1-year product warranty.
- 138 • **Exhibit 62** – Defendant claims they offer repair services including cables/sensors.
- 139 • **Exhibit 63** – Defendant advertises 30-day refund policy.
- 140 • **Exhibit 64** – Website says inventory ships from Copenhagen, not 3rd party logistics.
- 141 • **Exhibit 65** – Photo of Copenhagen HQ—a locked 400 sq ft basement with mailbox.
- 142 • **Exhibit 66** – Continuation from Exhibit 65 – July 2022.
- 143 • **Exhibit 67** – Continuation from Exhibit 66 – Jan 2021.
- 144 • **Exhibit 68** – Continuation from Exhibit 67 – Oct 2018.
- 145 • **Exhibit 69** – Defendant admits San Francisco office is only a mailbox.
- 146 • **Exhibit 70** – Photo of “San Francisco Office” – a virtual address.
- 147 • **Exhibit 71** – “Athens Office” is a virtual mailbox from Stone Soup.
- 148 • **Exhibit 72** – Continuation from 71.

- 149 • **Exhibit 73** – “Los Angeles Office” where “teams” work shown to be fake.
- 150 • **Exhibit 74** – Defendant claims teams in multiple cities.
- 151 • **Exhibit 75** – Parallel Company selling AI trained with stolen mocap/IP.
- 152 • **Exhibit 76** – Defendant investor pitch deck links Parallel Company directly to Rokoko.
- 153 • **Exhibit 77** – NOTE: Modified by Plaintiff to unredact text. Demand original in discovery.
- 154 • **Exhibit 78** – Defendant’s pitch ties Rokoko and Rokoko Care as same company.
- 155 • **Exhibit 79** – Defendant’s pitch ties Rokoko and Rokoko Care as same company.
- 156 • **Exhibit 80** – Defendant’s pitch deck shows shared ownership and management and board  
157 making Rokoko Care their parallel company/alter ego.
- 158 • **Exhibit 81** – Defendant planned IP theft and resale as core strategy.
- 159 • **Exhibit 82** – Defendant states they take IP from “empowering creators” to mass  
160 monetization showing exponential financial growth with the intention to train machine  
161 learning/AI.
- 162 • **Exhibit 83** – Defendant admits to taking intellectual property “from empowering creators”  
163 and selling it for multiple purposes.
- 164 • **Exhibit 84** – Defendant states the companies which benefit from the stolen intellectual  
165 property, including Roblox, which is headed by Rokoko board member and Roblox Studios  
166 head: Stefano Corazza
- 167 • **Exhibit 85** – Defendant makes false statements to entice investors. Offices and employee  
168 counts shown to be false.
- 169 • **Exhibit 86** – Defendant raised \$3M in 2022; \$25M in 2023.
- 170 • **Exhibit 87** – Showing Defendant raised \$3M on this pitch deck in the 2022 round.
- 171 • **Exhibit 88** – Rokoko’s rocket-reach profile claims they have 118 employees and claims they  
172 have offices across the world
- 173 • **Exhibit 89** – Titles show inflated org chart—everyone is a “lead” or “director.”
- 174 • **Exhibit 90** - Shipping box from Defendant addressed from Copenhagen with COO’s name.
- 175 • **Exhibit 91** – Continuation from 90.
- 176 • **Exhibit 92** – Continuation from 91.
- 177 • **Exhibit 93** – Continuation from 92.

- 178 • **Exhibit 94** – 2025 logs showing sensor failures; Defendant ignored and recommended wires  
179 again.
- 180 • **Exhibit 95** – Parallel Company registered to same HQ as Rokoko; shared employees and VC  
181 rounds.
- 182 • **Exhibit 96** – Pitchbook profile confirms same office address.
- 183 • **Exhibit 97**– Defendant valued at \$80M in 2022.
- 184 • **Exhibit 98** – Company valued at \$80M.
- 185 • **Exhibit 99** – Financials show manipulated numbers and payments to staff.
- 186 • **Exhibit 100** – Financials claim \$106M in assets with no physical operations or inventory.
- 187 • **Exhibit 101** – Financials continued
- 188 • **Exhibit 102** - Defendant’s terms of use that they are not liable for false advertising
- 189 • **Exhibit 103** – Email logs show only one terms update notice was ever sent.
- 190 • **Exhibit 104** – Defendant resells animations for \$3 each.
- 191 • **Exhibit 105** – Plaintiff’s game event ticket from his live Hollywood reveal event.
- 192 • **Exhibit 106** – Plaintiff’s game trailer published on IGN.
- 193 • **Exhibit 107** – Plaintiff with Ron Wasserman and actors in studio.
- 194 • **Exhibit 108** – Plaintiff’s production set.
- 195 • **Exhibit 109** – More on-site set production.
- 196 • **Exhibit 110** – On-set production with cast and crew.
- 197 • **Exhibit 111** – Storyboarding examples.
- 198 • **Exhibit 112** – Full 370-page script.
- 199 • **Exhibit 113** – Crew production checklists.
- 200 • **Exhibit 114** – Actor position/movement diagrams.
- 201 • **Exhibit 115** – Table reads with Alexis Mincolla (3teeth).
- 202 • **Exhibit 116** – Studio session with lead actor Cody Derr.
- 203 • **Exhibit 117** – Studio session with Ron Wasserman.
- 204 • **Exhibit 118** – Set production and crew instructions (for Plaintiff’s wife)
- 205 • **Exhibit 119** – Visual examples from game.
- 206 • **Exhibit 120** – Additional game visuals.

- 207 • **Exhibit 121** – Game quality visual examples.
- 208 • **Exhibit 112** – Game merchandising (character shirts).
- 209 • **Exhibit 123** – Plaintiff directing in studio.
- 210 • **Exhibit 124** – Pitch deck for TV/streaming series.
- 211 • **Exhibit 125** – Pages from Plaintiff’s completed book; waiting in limbo.
- 212 • **Exhibit 126** – Intentionally left blank.
- 213 • **Exhibit 127** – Defendant claims they do not produce or stock parts.
- 214 • **Exhibit 128** – Defendant says equipment goes EOL on 10/1.
- 215 • **Exhibit 129** – On 9/30, Defendant says “officially” suit no longer supported.
- 216 • **Exhibit 130** – Intentionally left blank.
- 217 • **Exhibit 131** – Plaintiff’s social media posts tagging Defendant.
- 218 • **Exhibit 132** – Intentionally left blank.
- 219 • **Exhibit 133** – In 2021, Plaintiff notifies Defendant of a latent defect.
- 220 • **Exhibit 134** – Shows direct website link between Rokoko Care and Coco.
- 221 • **Exhibit 135** – Plaintiff invokes Song-Beverly.
- 222 • **Exhibit 136** – Plaintiff invokes Song-Beverly.
- 223 • **Exhibit 137** – Proof Defendant uses products to create IP.
- 224 • **Exhibit 138** – Defendant allows 21 days only of “offline use” (so they can misappropriate IP
- 225 over the remaining 7)
- 226 • **Exhibit 139** – Plaintiff already has a commercial game released.
- 227 • **Exhibit 140** – Game trademark.
- 228 • **Exhibit 141** – CMI Metadata inside Rokoko animation file: ID, author, hardware, etc.
- 229 • **Exhibit 142** – CMI Additional metadata found.
- 230 • **Exhibit 143** – Defendant admits in writing both vehicles are one.
- 231 • **Exhibit 144** – Rokoko and Rokoko Care are Alter Egos.
- 232 • **Exhibit 145** – Rokoko and Rokoko Care are Alter Egos.
- 233 • **Exhibit 146** – Rokoko and Rokoko Care are Alter Egos.
- 234 • **Exhibit 147** – Rokoko and Rokoko Care are Alter Egos.
- 235 • **Exhibit 148** – Rokoko Care changed it’s name 1 year ago to “Coco Care”

- 236 • **Exhibit 149** – Rokoko and Rokoko Care are Alter Egos.
- 237 • **Exhibit 150** – Rokoko and Rokoko Care are Alter Egos.
- 238 • **Exhibit 151** – Rokoko and Rokoko Care are Alter Egos.
- 239 • **Exhibit 152** – Rokoko and Rokoko Care are Alter Egos.
- 240 • **Exhibit 153** – Rokoko and Rokoko Care are Alter Egos.
- 241 • **Exhibit 154** – Express admission: Rokoko and Rokoko Care are Alter Egos and used
- 242 misappropriated IP to build Rokoko Care (“The Parallel Company”) and sell 22% to Trifork
- 243 • **Exhibit 155** – Express admission: Rokoko and Rokoko Care are Alter Egos and used
- 244 misappropriated IP to build Rokoko Care (“The Parallel Company”) and sell 22% to Trifork
- 245 • **Exhibit 156** – Express admission: Rokoko and Rokoko Care are Alter Egos and used
- 246 misappropriated IP to build Rokoko Care (“The Parallel Company”) and sell 22% to Trifork
- 247 • **Exhibit 157** – Express admission: Rokoko and Rokoko Care are Alter Egos.
- 248 • **Exhibit 158** – SPOILIATION – Defendant spoliated the terms post-litigation.
- 249 • **Exhibit 159-163** – Demonstrates Rokoko's software functioning fully offline, yet exfiltrating
- 250 data without consent upon reconnection. Evidence of unauthorized data collection and IP
- 251 misappropriation with no opt-out or “terms and conditions” visible.
- 252 • **Exhibit 164** - No opt-out or “terms and conditions” visible when logging in.
- 253 • **Exhibit 165** – Defendant demanding on or about May 5<sup>th</sup>, 2025 a stop to the tortious
- 254 interference.
- 255 • **Exhibit 166-168** – COERCION: Defendant makes coercive statements to Plaintiff;
- 256 bidirectional communication between the parties.
- 257 • **Exhibit 169** – Defendant admitting to taking intellectual property, removing metadata,
- 258 selling it to third parties and monetizing it as well as engaging in economic coercion to
- 259 comply.
- 260 • **Exhibit 170** – Plaintiff’s response to Defendant.
- 261 • **Exhibit 171** – Video: This video demonstrates Rokoko's software functioning fully offline
- 262 without any need for online services. Shows a complete lack of user consent, notification or
- 263 requirements of terms and conditions, and subsequently automatically begins exfiltrating data
- 264 upon reconnection. It serves as evidence of unauthorized data collection and
- 265 misappropriation of intellectual property especially Plaintiff’s.

- 266 • **Exhibit 172** – Video: demonstrates Defendant's software executing destructive actions after  
267 legal notice had been given. Specifically, it captures the modifications of the terms and  
268 conditions this case hinges on, it includes Plaintiff's own express admission as timestamped  
269 metadata records specifically show Defendant changed the terms and conditions after  
270 litigation began, while in ODR and after Plaintiff requested proof of office, staff and  
271 inventory.
- 272 • **Exhibit 173** – Video: shows that his animations created in Rokoko Studio are removed from  
273 his computer in their original format once Defendant takes them. This process is automatic,  
274 the user is never notified. There is no opt-in or opt-out for this feature, or terms anywhere in  
275 the software on signup or on login.
- 276 • **Exhibit 174** – Video: Rokoko's logs, proof of opt-out code, evidence reinforcement, records  
277 SSID, deletion of local content
- 278 • **Exhibit 175** – Plaintiff using Defendant's hardware at home with his wife, showing  
279 consumer use.
- 280 • **Exhibit 176** – STORYLINE - Plaintiff's early 2017 game "NOTHING" is not the same as  
281 current project.
- 282 • **Exhibit 177** – STORYLINE - Plaintiff's 2025 game 'The Next World' is vastly different  
283 from any preexisting project when he purchased Defendant's suits.
- 284 • **Exhibit 178** – Rokoko's website now features a live IP counter, evidencing collection and  
285 aggregation of user data.
- 286 • **Exhibit 179** – Website confirms the hardware cannot function without software, which is not  
287 warrantied — voiding suit warranty by proxy.
- 288 • **Exhibit 180** – Plaintiff's redacted contract with Aries Spears.
- 289 • **Exhibit 181** – Plaintiff's redacted music contract with Alien Vampires.
- 290 • **Exhibit 182** – Proof Plaintiff's production is not speculative: released song by Ron  
291 Wasserman (lyrics by Plaintiff) is on Spotify via shared licensing deal.
- 292 • **Exhibit 183** – 29-page expert evaluation by Rockstar Games developer values Plaintiff's  
293 game at \$55M–\$95M with high complexity scores.
- 294 • **Exhibit 184** – On April 16, 2025, Defendant again tried to sell Plaintiff wires (after  
295 previously claiming they had *no parts*) instead of sensors, knowingly avoiding the true issue.

- 296 • **Exhibit 185** – Plaintiff’s written response rejecting Defendant’s cable offer.
- 297 • **Exhibit 186** – Defendant states they do not stock parts for Plaintiff’s equipment and he  
298 cannot buy parts – a violation of Song-Beverly, which requires parts availability for 7 years  
299 after manufacture.
- 300 • **Exhibit 187** – Logs sent to Defendant clearly show sensor errors and failures; Defendant lies  
301 and claims wiring issues to Plaintiff based on those same logs
- 302 • **Exhibit 188** – Defendant refuses to comply with Song-Beverly, reinterprets the law, and  
303 keeps pushing new suit sales.
- 304 • **Exhibit 189** – Firmware updates are mandatory, cannot be skipped or disabled, and come  
305 with no warning.
- 306 • **Exhibit 190** – Forensic proof Defendant always knew, via live “phone home” diagnostics  
307 that the sensors were damaged by the firmware they released, **not a wiring issue.**
- 308 • **Exhibit 191-193** -- On or about April 17, 2025, Plaintiff made an emotional plea to  
309 Defendant.
- 310 • **Exhibit 194** – Defendant’s terms have changed 67 times in 5 years with only one notice.
- 311 • **Exhibit 195** – As of March 29, 2025, Defendant was still using the 2022 terms, which did  
312 not include IP misappropriation or resale clauses.
- 313 • **Exhibit 196** – On or about March 30<sup>th</sup>, 2025 Defendant secretly rolled out new terms which  
314 grant retroactive license over user intellectual property and disclaim almost all liability.
- 315 • **Exhibit 197** – Defendant states they are worth \$250M.

316 Executed this 13 day of July, 2025, in Santa Clarita, California.

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Matthew R. Walsh  
Plaintiff In Pro Per

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