

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

Plaintiff In Pro Per,

UNITED STATES DISTRICT COURT

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]*

**PERSONAL DECLARATION OF
MATTHEW R. WALSH re:
REQUEST FOR JUDICIAL
NOTICE ON MANIPULATED
EVIDENCE**

State Court Action Filed: May 12, 2025
Removal Date: June 12, 2025
Trial Date: March 9, 2027
Discovery Cutoff: August 18, 2026
Motion Cutoff: September 28, 2026

I, Matthew R. Walsh, declare as follows:

1. I am the Plaintiff in this action and have personal knowledge of the facts set forth herein. If called as a witness, I could and would testify competently thereto.

Rokoko's Position	Deposition Admission
<u>Judicial Notice Request:</u> (Dkt #137-1) <i>"In accordance with Federal Rule of Evidence 201, Defendant Rokoko Electronics ("Rokoko") requests that the Court take [judicial notice] of the documents attached hereto as Exhibits 1-5. The following is a description of each exhibit:"</i> <i>"• Exhibit 4 is Rokoko's License Agreement"</i> <u>The Filed Document:</u> Case 2:25-cv-05340-ODW-RAO Document 137-3 ID #:3693 ROKOKO STUDIO AND VISION - STAN Effective Date: 22 February 2025	<i>Q. "Mr. Overby, you filed these 2025 terms and conditions to support your motion to dismiss, correct?"</i> <i>A. Rokoko: "That I believe is correct."</i> <i>Q. "As we just demonstrated no Rokoko Studio installer contained the date 22 February, 2025, correct?"</i> <i>A. Rokoko: "Not from the ones that you just showed..."</i> <i>Q. "As you can see here from the evidence that I have here, do any of these installers contain that date February 22nd, 2025?"</i> <i>A. Rokoko: "No."</i> <i>Q. "So the terms that you filed with the court were never published and/or in an installer, correct?"</i> <i>A. Rokoko: "...Not on the screens that you are at least showed me..."</i>

- 15 2. Here, not only is the document not authentic, it shows clear signs of
- 16 tampering and further was presented **under a request for Judicial Notice.**
- 17 3. **Not once, but twice.**
- 18 4. This is the same document involved in alleged electronic coaching during a
- 19 forensic deposition demonstration (*see: Walsh Decl. Deposition Coaching*
- 20 *Electronic Communications*)

21 **5. Plaintiff therefore submits the following documents in support:**

22 6. Exhibit 1 — Formatting Anomalies in Purported February 22, 2025 Terms.

23 Comparison showing the purported February 22, 2025 Terms use a different
24 date format from Rokoko’s other Terms & Conditions, including the fully
25 spelled-out month and anomalous highlighting.

26 7. Exhibit 2 — Installer History Showing February 22, 2025 Terms Were Not

27 Published. Screenshots of Rokoko Studio installers showing the Terms
28 actually distributed through Rokoko’s software, including releases
29 immediately surrounding the relevant period.

30 8. Exhibit 3 — Contemporaneous Software Releases. Evidence showing

31 Rokoko Studio downloads continued distributing the 2022 Terms on
32 February 26 and March 11, 2025, rather than the purported February 22,
33 2025 Terms.

34 9. Exhibit 4 — Nielsen Nørager Attorney Draft. Comparison of the attorney-

35 drafted Terms containing an “[insert]” effective-date field with the purported
36 February 22, 2025 Terms filed with the Court, illustrating the date insertion
37 and associated formatting anomaly.

38 10. Exhibit 5 — Reproduction of the Date-Formatting Artifact. Plaintiff’s

39 recorded forensic demonstration using Rokoko’s own files to reproduce the

anomalous highlighting by entering an effective date into the attorney draft's
“[insert]” field.

11.Exhibit 6 — Overby Deposition Testimony. Deposition excerpts in which
Overby confirms the February 22, 2025 Terms were filed in support of
Rokoko’s Motion to Dismiss and acknowledges that none of the installers
presented contained that February 22, 2025 effective date.

12.Exhibit 7 — Deposition Video. Video excerpt depicting the electronic
communications and events occurring during Plaintiff’s examination
concerning the disputed Terms & Conditions.

13.Exhibit 8 — Forensic Analysis of Produced Files. Analysis showing the
produced RTF files contain Aspose processing signatures, conversion
information, revision history, and evidence of post-conversion
formatting/text changes; together with correspondence concerning the
provenance of those files.

14.Exhibit 9 — Requests for Original Native and Operative Agreements.
Correspondence documenting Plaintiff’s requests for the original/native files
and operative agreements, the metadata issues identified in the produced
files, and Rokoko’s responses concerning further production.

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

Executed this August 19, 2026, in Santa Clarita, California.

A handwritten signature in black ink, appearing to read "Matthew R. Walsh", is written over a horizontal line.

Matthew R. Walsh
Plaintiff In Pro Per

67 **EXHIBIT 1**
68 **The Manipulated Evidence**
69 **Discussed During The Deposition:**
70 **February 22, 2025 Was Immediately**
71 **Suspicious**
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ROKOKO STUDIO - STANDARD TERMS OF USE

Effective Date: Jan 1 2024

^^ Month Day Year with Abbreviated Month

1. PARTIES AND BACKGROUND

ROKOKO STUDIO - STANDARD TERMS OF USE

Effective Date: Jan 18 2024

^^ Month Day Year with Abbreviated Month

ROKOKO STUDIO - STANDARD TERMS OF USE

Effective Date: Dec 1 2024

^^ Month Day Year with Abbreviated Month

1. PARTIES AND BACKGROUND

The Document At Issue

ROKOKO STUDIO AND VISION - STANDARD TERMS OF USE

Effective Date: 22 February 2025

^^ Day Month Year with Full Spelling of Month

1. PARTIES AND BACKGROUND

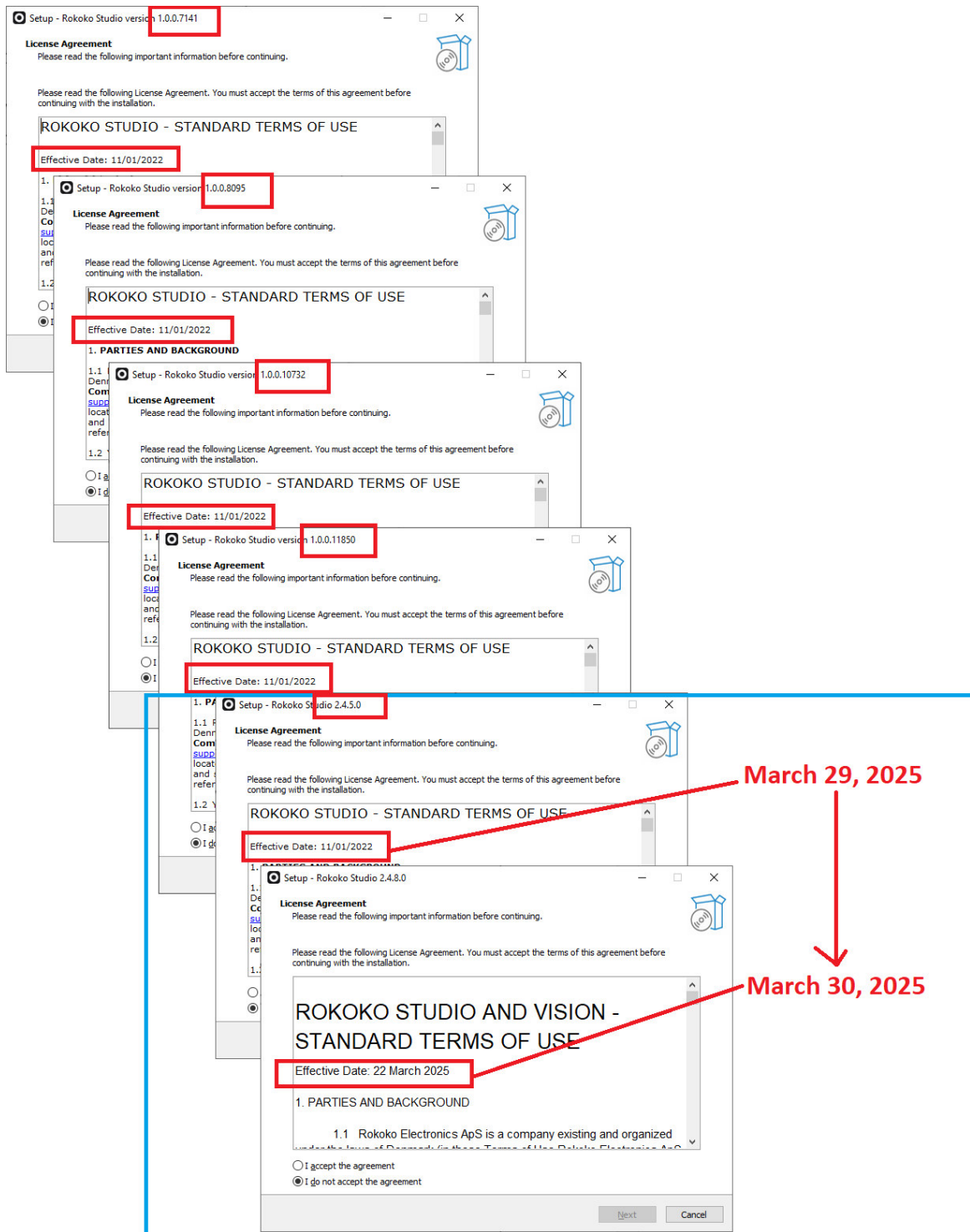
1.1 Rokoko Electronics ApS is a company existing and organized under the laws of Denmark (in these Terms of Use Rokoko Electronics ApS shall be referred to as the **Company, we, us**, or any similar expression). You may contact us through e-mail at support@rokoko.com. We have developed and

EXHIBIT 2

The Manipulated Evidence

Discussed During The Deposition:

**February 22, 2025 Terms Were Never
published**



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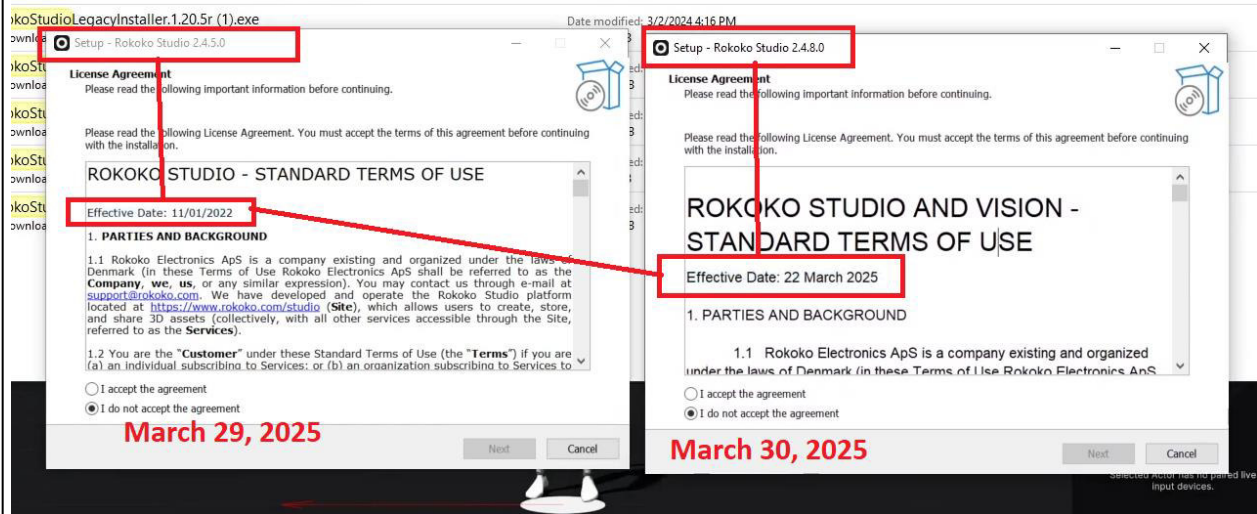
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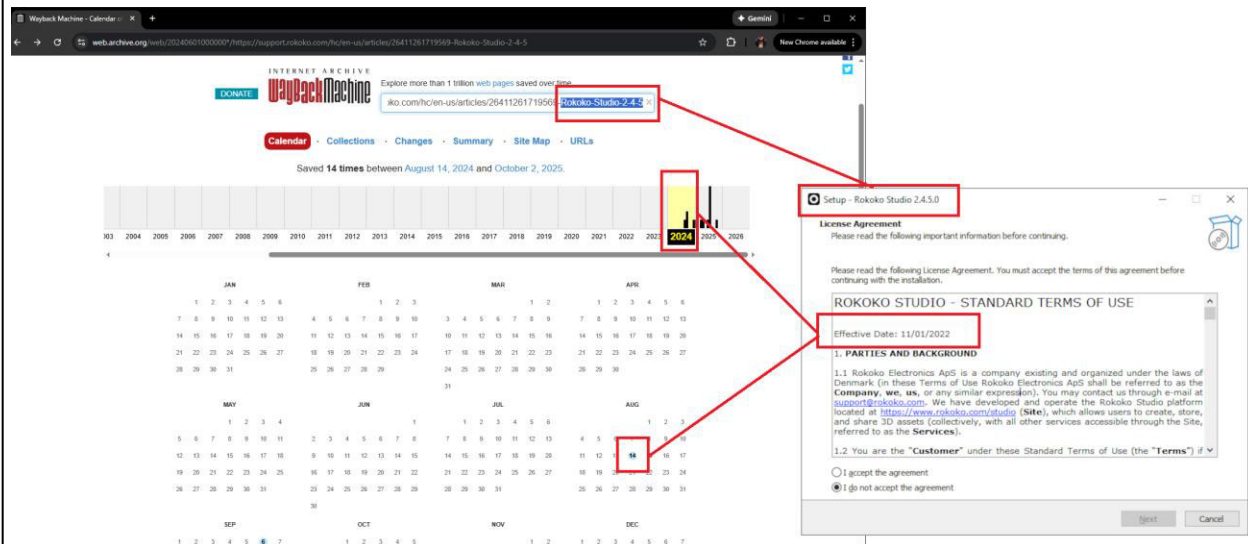
92

EXHIBIT 3
The Manipulated Evidence
Discussed During The Deposition:
February 22, 2025 Was Never Released

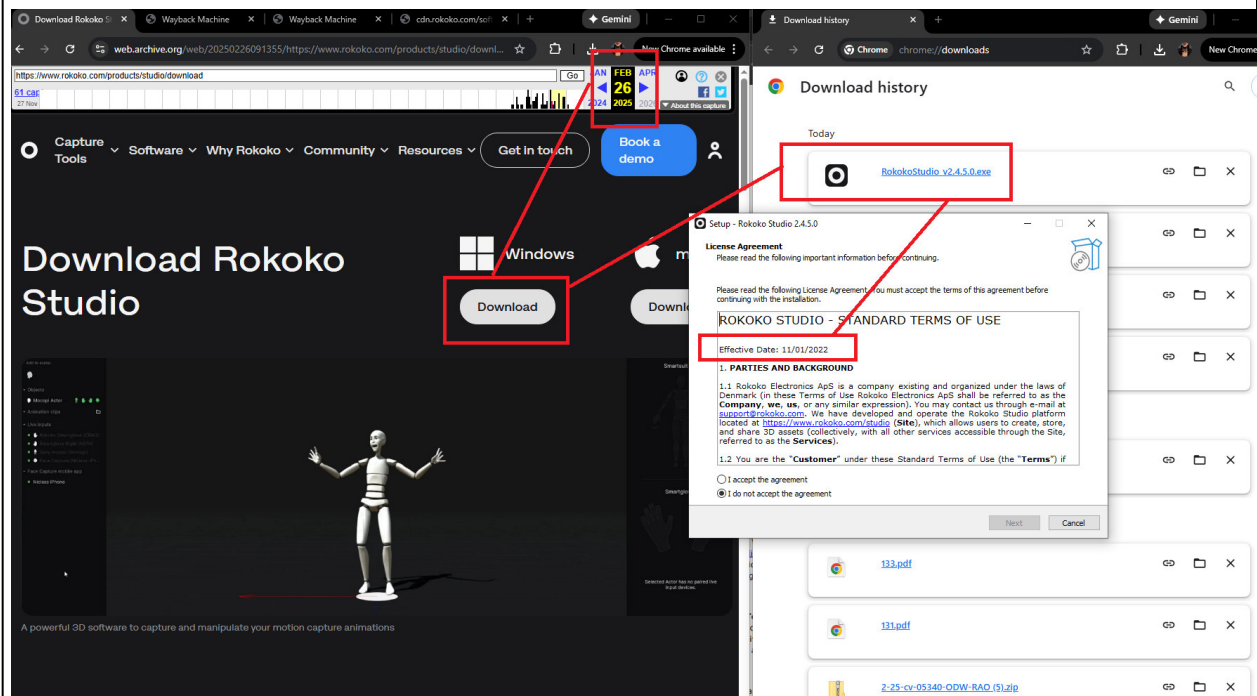
Rokoko's software releases just one day apart:



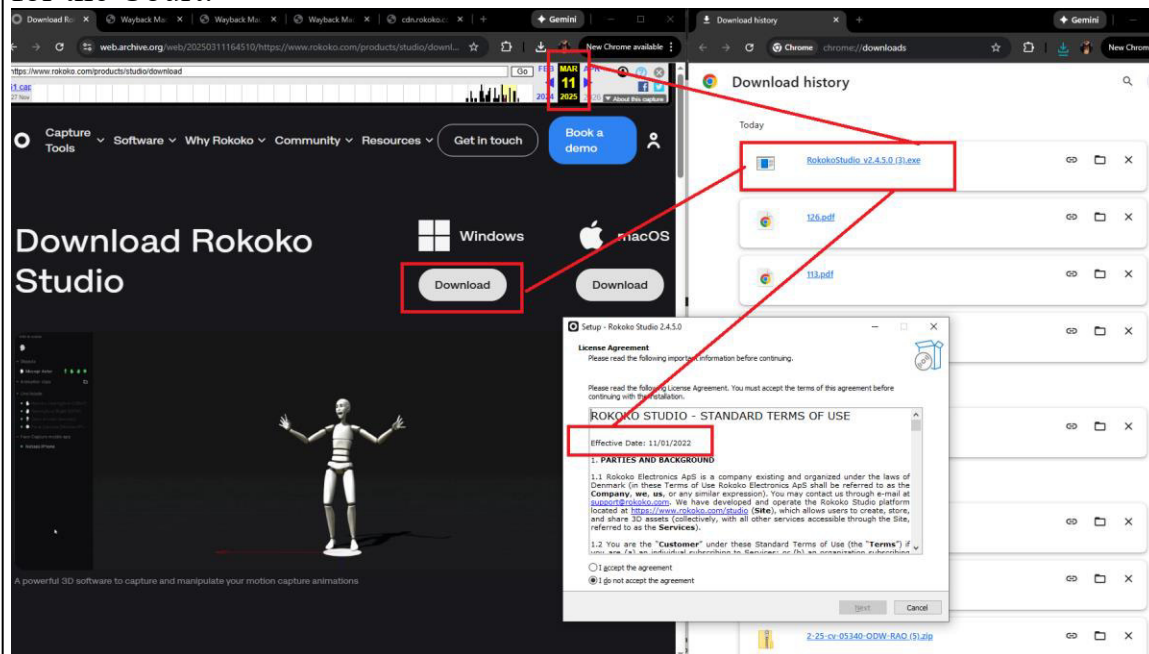
Version 2.4.5.0 was released about August 14, 2024 and still contained the 2022 terms.



On February 26, 2025... Four days after the Defendant claims their terms of service were effective... Rokoko downloads *still* contain the 2022 terms:



On March 11th, Rokoko *still* was releasing v2.4.5.0 which contained the 2022 terms. This definitively proves that Defendant's terms & conditions are fabricated for the Court.



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118 **EXHIBIT 4**

119 **The Manipulated Evidence**

120 **Discussed During The Deposition:**

121 **February 22, 2025 Was Inserted Into Old**

122 **Attorney Drafts**

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DRAFT Agreement Drafted by Nielsen Norager Law

Submitted by Rokoko in response to RFP No. 1

NIELSEN NØRAGER

^ Drafting attorney name

ROKOKO STUDIO - STANDARD TERMS OF USE

Effective Date: [insert]

^ Pre-highlighted, [insert] date field

DRAFT Agreement

Filed by Rokoko on Motion to Dismiss as operative

Submitted by Rokoko in response to RFP No. 1

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 (these Terms of Use Rokoko Electronics ApS shall expression). You may contact us through e-mail at info@rokoko.com or 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

ROKOKO STUDIO AND

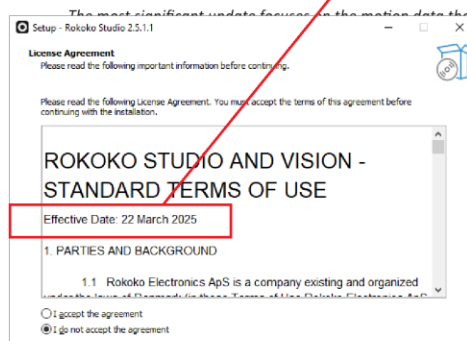
Wrong month. Should say March

Effective Date: 22 February 2025

By-Hand Highlighted One character short ^

ROKOKO

30 days from now, on March 22, 2025, we will make a change in our Terms of Use.



is created with Rokoko products. The change will allow us to include the possibility of sublicensing completely anonymized data to be redistributed in its original form. It opens the door for new development of our industry, together with our valued users.

From the date of the change, after March 22, 2025, you'll be agreeing to

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128 **EXHIBIT 5**

129 **The Manipulated Evidence**

130 **Discussed During The Deposition:**

131 **Plaintiff Reconstructs The Artifcating**

132 **From Rokoko's Own Files**

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The Plaintiff demonstrates by video, using the Defendant's own files, how adding an effective date into the [insert] field provided by the Danish attorneys on these drafts after the fact caused the highlighting artifact caused by manual typing:



<https://winteryear.com/videoView.php?id=300>

Video preview of end result (at 0:19):

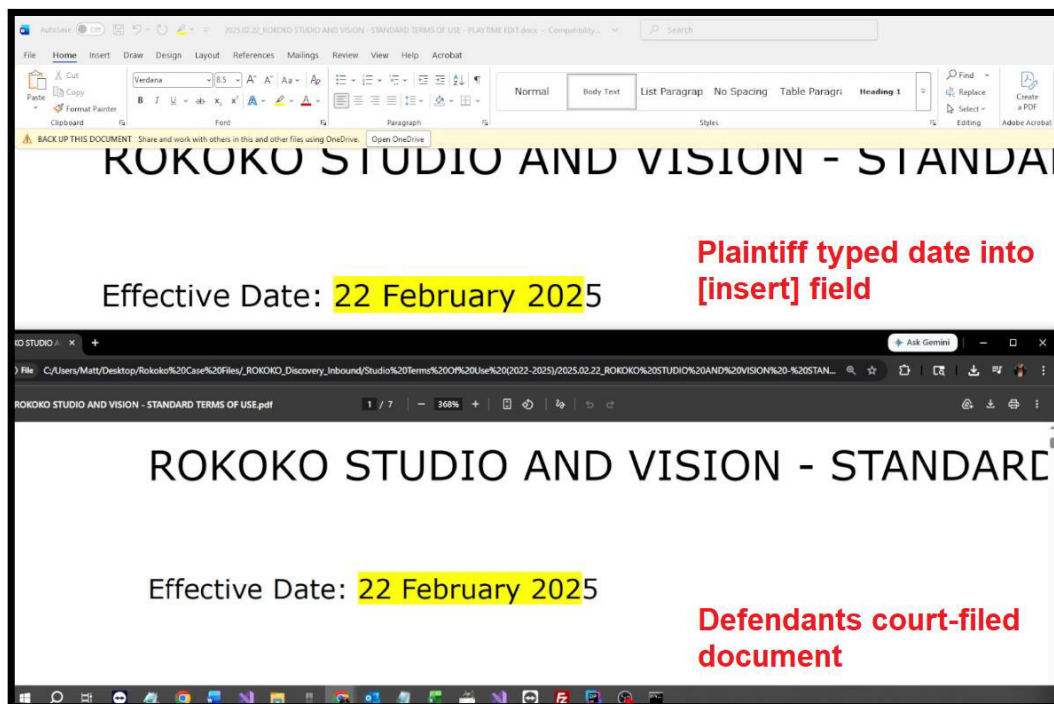


EXHIBIT 6

Overby Admits The Document Was
Never Published Or Official

1 We'll do February 26th, 2025, correct?
2 February 26th, 2025, correct?
3 A. Yes. That's what it says on your screen.
4 Q. I'm downloading Rokoko Studio 2.4.5.
5 Can you read for the record what the effective
6 date of that installer is?
7 A. 11/01/2022.
8 Q. I'm then going to March 11th.
9 MS. ELLENA: 2025?
10 MR. WALSH: Correct.
11 BY MR. WALSH:
12 Q. For the record, can you read the effective
13 date here?
14 A. 11/01/2022.
15 Q. We're going to do one more: April 27th, 2025.
16 And can you read that effective date?
17 A. 27th of March 2025.
18 MS. ELLENA: And I just want to note for the
19 record that the top of your screen says July 23, 2025,
20 to October 2, 2025.
21 MR. WALSH: Those are the -- those are the
22 next months so you can click between months.
23 BY MR. WALSH:
24 Q. Okay. So I am going to now -- and I will drop
25 it in the Chat.

1 Mr. Overby, you filed these 2025 terms and
2 conditions to support your motion to dismiss, correct?

3 (Exhibit 4.)

4 THE DEPONENT: That I believe is correct.

5 BY MR. WALSH:

6 Q. And can you read the effective date there?

7 A. 22, February 2025.

8 Q. As we just demonstrated no Rokoko Studio
9 installer contained the date 22 February, 2025,
10 correct?

11 MS. ELLENA: Objection. Assumes facts.

12 THE DEPONENT: Not from the ones that you just
13 showed. I think this could be our -- you basically
14 meet the terms at different states and this could be
15 the Rokoko when you log in with your Rokoko ID that you
16 see those and not part of the installer, so I think
17 that could be the -- the date issued, but the terms
18 should be the same.

19 BY MR. WALSH:

20 Q. As you can see here from the evidence that I
21 have here, do any of these installers contain that date
22 February 22nd, 2025?

23 A. No.

24 Q. So the terms that you filed with the court
25 were never published and/or an installer, correct?

**** CONFIDENTIAL - ROUGH DRAFT ****

1 MS. ELLENA: Objection. Leading. Assumes
2 facts. Misstates testimony.

3 THE DEPONENT: It's not on the screen that you
4 are at least showed me, but I would be quite
5 comfortable that the March 22 and February 22 are
6 identical beyond the date. And it's simply a one-month
7 notice period that we made the February 20 -- 2022 in
8 order to inform users that this was coming with effect
9 for March 22.

10 BY MR. WALSH:

11 Q. Do you -- do you cook dinner yourself,
12 Mr. Overby?

13 MS. ELLENA: Objection. Relevance.

14 THE DEPONENT: Yes.

15 BY MR. WALSH:

16 Q. Have you ever made Beef Wellington?

17 A. No.

18 Q. Do you know that it is known to be one of the
19 more time consuming and fickle dishes to make?

20 MS. ELLENA: Relevance, Counsel -- Mr. Walsh.

21 Where are you going with this?

22 MR. WALSH: It's a demonstration referring to
23 the logs specifically. I'll get to the point very
24 quickly.

25 MS. ELLENA: Get to it now.

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EXHIBIT 7

The Deposition Video Excerpt

Showing Communications

During Deposition re: The Manipulated Evidence



<https://www.winteryear.com/videoView.php?id=2cBzRf986fr23>

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EXHIBIT 8

Forensic Analyses

168 Instead of Rokoko providing Plaintiff with the natives as they were ordered, they
169 converted PDF agreements to Rich Text Format (Word); destroying the PDF
170 metadata that would have existed otherwise.

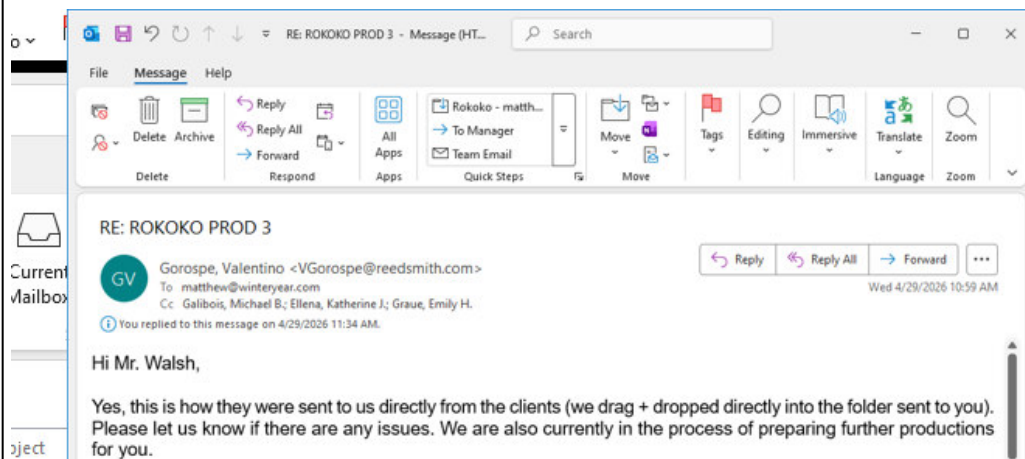
171
172 (1) ReedSmith Uses Aspose.PDF and Aspose.Words for all their files. Metadata
173 from ReedSmith files confirms this, as does ReedSmith themselves who
174 admit the metadata is modified by Aspose if they edit or bates stamp.
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```
Command Prompt
C:\Users\Matt\Desktop\Rokoko Case Files\_ROKOKO_Discovery_Inbound>koko - 4-28-2026 - PROD3 Production Letter.pdf
'koko' is not recognized as an internal or external command,
operable program or batch file.

C:\Users\Matt\Desktop\Rokoko Case Files\_ROKOKO_Discovery_Inbound>exiftool(-k).exe "C:\Users\Matt\Desktop\Rokoko Case Files\_ROKOKO_Discovery_Inbound\Rokoko - 4-28-2026 - PROD3 Production Letter.pdf"
ExifTool Version Number      : 12.94
File Name                    : Rokoko - 4-28-2026 - PROD3 Production Letter.pdf
Directory                    : C:\Users\Matt\Desktop\Rokoko Case Files\_ROKOKO_Discovery_Inbound
File Size                    : 171 kB
Zone Identifier               : Exists
File Modification Date/Time   : 2026:04:28 16:44:13-07:00
File Access Date/Time        : 2026:04:28 16:46:06-07:00
File Creation Date/Time      : 2026:04:28 16:44:13-07:00
File Permissions              : -rw-rw-rw-
File Type                    : PDF
File Type Extension          : pdf
MIME Type                    : application/pdf
PDF Version                  : 1.6
Linearized                   : Yes
Page Count                   : 1
Has XFA                      : No
Producer                    : Aspose.PDF for .NET 22.6.0
Creator                     : Aspose Ltd.
Modify Date                  : 2026:04:28 17:33:09-04:00
-- press ENTER --

C:\Users\Matt\Desktop\Rokoko Case Files\_ROKOKO_Discovery_Inbound>
```

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179 (2) Counsel claims Rokoko gave these ‘native’ files to them as-is.
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EXHIBIT 9

**ReedSmith will not produce natives of the
files which show their modifications, nor
will they produce omitted files which the
RFP explicitly called for.**

(1) Rokoko concedes the natives were not native and that their Aspose tool had destroyed the metadata, they stated they'd provide the natives. Additionally, they refused to produce the missing operative agreements "*Rokoko has completed it's production...*"

RE: Walsh v Rokoko - Admissions Set Three

 Ellena, Katherine J. <KEllena@reedsmith.com>
To: matthew@winteryear.com; Gorospe, Valentino
Cc: Galibois, Michael B.; Graue, Emily H.
Wed 4/1/2026 2:34 PM

Reply Reply All Forward ...

Matt – See responses below in red.

Katherine J. Ellena | Partner
kellena@reedsmith.com

ReedSmith LLP
515 Flower St., Suite 4300 | Los Angeles, CA 90071 | Direct: 213.457.8254 | Cell: 424.302.1476 | Reception: 213.457.8000 | Fax: 213.457.8080
Abu Dhabi | Atlanta | Athens | Austin | Beijing | Brussels | Century City | Chicago | Dallas | Denver | Dubai | Frankfurt | Greece | Hong Kong
Houston | Kazakhstan | London | **Los Angeles** | Miami | Munich | New York | Paris | Philadelphia | Pittsburgh | Princeton | Richmond |
San Francisco | Shanghai | Silicon Valley | Singapore | Tysons | Washington DC | Wilmington

From: matthew@winteryear.com <matthew@winteryear.com>
Sent: Tuesday, March 31, 2026 10:42 AM
To: Ellena, Katherine J. <KEllena@reedsmith.com>; Gorospe, Valentino <VGorospe@reedsmith.com>
Cc: Galibois, Michael B. <MGalibois@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>
Subject: RE: Walsh v Rokoko - Admissions Set Three

External E-Mail - FROM matthew@winteryear.com <matthew@winteryear.com>

Counsel,
I am still waiting on the following items:

- Responses to the Notice of Depositions sent 3/19/2026; response requested by 3/25... then response requested again by 3/30. **I told you last Friday that we would get back to you this week with availability. Last night you re-noticed the depositions with unilateral dates of April 16 and May 6. Those dates do not work for us as we have a conflict with depositions in another matter.**
- Native files for the RFP No. 1 attorney drafts agreements you sent. We have confirmed that any change to the metadata was an inadvertent byproduct of the Bates-stamping process. Attached are the same documents that omit the Bates-stamps.**
- The non-draft operative agreements for 2020, 2022, 2025 as requested in RFP No. 1. Rokoko has completed its production for RFP No. 1.**
- Statements of withholding for each of your RFP objections 34(b)(2)(C). Last asked if you were refusing to provide them Feb, 23, 2026. We will review and revert.**
- Affidavits or evidence to support your objections (Rule 26(b)(5), Rule 34, Dominguez v. City of Rialto, 2025 WL 819064, at *5 (C.D. Cal. Jan. 17, 2025)), **To the extent documents are being withheld on the basis of privilege, Rokoko will provide a privilege log.**
- Statements of specifically how each RFP was overly broad, burdensome or oppressive (Rule 26(b)(1), Cipollone v. Liggett Group, Inc., 785 F.2d 1108, 1121 (3d Cir.1986)) **This has been explained and addressed in our meet and confer discussions.**

As I have offered multiple extensions of time, I ask that you please provide those items no later than 4/3/2026. Discovery closes 8/10/2026, therefore time is of the essence.

(2) After resubmitting the 'natives'... they showed further editing different than the priors with dates of the year 2036. Rokoko then refused completely to provide not only the original files, but also the missing agreements.

RE: Walsh v Rokoko - Admissions Set Three



Ellena, Katherine J. <KEllena@reedsmith.com>

To: matthew@winteryear.com; Gorospe, Valentino

Cc: Galibois, Michael B.; Graue, Emily H.

Reply

Reply All

Forward



Wed 4/1/2026 2:34 PM

We've given you what we have, Matt, thanks.

Katherine J. Ellena | Partner

kellena@reedsmith.com

ReedSmith LLP

515 Flower St., Suite 4300 | Los Angeles, CA 90071 | Direct: 213.457.8254 | Cell: 424.302.1476 | Reception: 213.457.8000 |

Fax: 213.457.8080

Abu Dhabi | Atlanta | Athens | Austin | Beijing | Brussels | Century City | Chicago | Dallas | Denver | Dubai | Frankfurt | Greece
| Hong Kong | Houston | Kazakhstan | London | **Los Angeles** | Miami | Munich | New York | Paris | Philadelphia | Pittsburgh
| Princeton | Richmond | San Francisco | Shanghai | Silicon Valley | Singapore | Tysons | Washington DC | Wilmington

From: matthew@winteryear.com <matthew@winteryear.com>

Sent: Wednesday, April 1, 2026 2:33 PM

To: Ellena, Katherine J. <KEllena@reedsmith.com>; Gorospe, Valentino <VGorospe@reedsmith.com>

Cc: Galibois, Michael B. <MGalibois@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>

Subject: RE: Walsh v Rokoko - Admissions Set Three

External E-Mail - FROM matthew@winteryear.com <matthew@winteryear.com>

I just checked – the metadata is destroyed by Aspose.PDF in these files as well.

You may provide bates stamped files, but they MUST come with untouched natives as well.

Please resubmit, also include the actual operative agreements from 2020, 2022, 2025

If you wish to mark which are operative, that's fine

Thank you

Matthew R. Walsh

From: Ellena, Katherine J. <KEllena@reedsmith.com>

Sent: Wednesday, April 1, 2026 12:40 PM

To: matthew@winteryear.com; Gorospe, Valentino <VGorospe@reedsmith.com>

Cc: Galibois, Michael B. <MGalibois@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>

RE: Walsh v Rokoko - Admissions Set Three



matthew@winteryear.com

To 'Ellena, Katherine J.'; 'Gorospe, Valentino'

Cc 'Galibois, Michael B.'; 'Graue, Emily H.'



4/1/2026

1. You have passed three request deadlines, failed to respond or object in any way to the requests or even to the e-mail to the Court regarding them. I am within my rights to set deposition dates as I gave you a range of 30 days to choose from and you decided not to. That's those are the deposition dates. I, along with the Court reporter will be present and I will have her report the attendance or lack thereof and file it with the Court.
2. I will assess
3. The documents provided *are attorney drafts*. I also asked for the published, operative agreements. I have not received those. What you have provided lack 'effective dates' present on any website, or software release from 2020 – today.
4. Thank you
5. You can do that forthwith, however, I am deeming privilege waived and have and will raise that with the Court.
6. Written responses are required.

Thanks
Matt