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10 *Attorneys for Defendant,*  
Rokoko Electronics, *et al.*

11  
12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 MATTHEW R. WALSH

15 Plaintiff,

16 vs.

17 ROKOKO ELECTRONICS, and  
DOES 1 through 50, inclusive,

18 Defendant.  
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Case No.: 2:25-cv-05340-ODW-RAO

[Assigned to Hon. Otis D. Wright, II,  
Courtroom 5D; Hon. Rozella A. Oliver,  
Courtroom 590]

**DECLARATION OF KATHERINE  
ELLENA IN SUPPORT OF  
DEFENDANT ROKOKO  
ELECTRONICS' MOTION TO  
COMPEL RESPONSES TO FIRST  
SET OF WRITTEN DISCOVERY  
PROPOUNDED ON PLAINTIFF  
AND FOR PRODUCTION OF  
DOCUMENTS**

[Concurrently filed with Motion to  
Compel]

**State Court Action Filed:** May 12, 2025  
**Removal Date:** June 12, 2025  
**Discovery Cutoff:** August 10, 2026  
**Pre-Trial Conference:** February 8, 2027  
**Trial Date:** March 9, 2027

**Hearing Date:** February 4, 2026  
**Time:** 10:00 a.m.  
**Department/Judge:** Hon. Oliver,  
Courtroom 590

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**DECLARATION OF KATHERINE ELLENA**

I, Katherine Ellena, declare:

1. I am an attorney with Reed Smith LLP and counsel for Defendant Rokoko Electronics (“Rokoko”). I have personal knowledge of the following facts and, if called as a witness, I could and would testify competently thereto.

2. I submit this declaration in support of Defendant Rokoko Electronics’ Motion to Compel Responses to First Set of Written Discover Propounded on Plaintiff and for Production of Documents (“Motion”).

3. On December 29, 2025, pursuant to Local Rule 37-2, I instructed by associate to send Plaintiff Matthew R. Walsh (“Plaintiff,” and together with Rokoko, “Parties”) a draft Joint Stipulation regarding Rokoko’s Motion to Compel (“Draft Joint Stipulation”). Plaintiff failed to provide his portion of the Draft Joint Stipulation by January 5, 2026. A true and correct copy of the email correspondence between the Parties on December 29, 2025 is attached hereto as **Exhibit A**.

4. A true and correct copy of the email correspondence between the Parties on November 9, 2025 is attached hereto as **Exhibit B**.

5. A true and correct copy of Rokoko’s First Set of Requests for Production, served on Plaintiff on November 3, 2025, is attached hereto as **Exhibit C**.

6. A true and correct copy of Rokoko’s First Set of Interrogatories, served on Plaintiff on November 3, 2025, is attached hereto as **Exhibit D**.

7. Plaintiff did not timely respond or object to any of Rokoko’s propounded discovery by the deadline of December 3, 2025.

8. On December 10, 2025, my office sent Plaintiff a meet and confer letter pursuant to L.R. 37-1. A true and correct copy of the meet and confer letter is attached hereto was **Exhibit E**.

9. On December 11, 2025, Rokoko extended the deadline for Plaintiff to timely respond to Rokoko’s discovery request to December 19, 2025. A true and correct

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1 copy of the email correspondence on December 11, 2025 is attached hereto as **Exhibit**  
2 **F.**

3 10. On December 16, 2025, the Parties engaged in a telephonic meet and  
4 confer which included a discussion regarding Plaintiff’s failure to respond to Rokoko’s  
5 discovery requests. Plaintiff took the position that L.R. 33-1 and 34-1 require all  
6 discovery requests to be sequentially numbered regardless of the discovery medium  
7 (*i.e.*, instead of numbering the Interrogatories beginning with No. 1, Plaintiff’s position  
8 is that the Interrogatories should have been numbered with the next sequential number  
9 following the last RFP). I explained to Plaintiff why that is incorrect and reiterated  
10 Rokoko’s request for written responses by December 19, 2025. A true and correct copy  
11 of the follow-up email correspondence on December 16, 2025 is attached hereto as  
12 **Exhibit G.**

13 11. Plaintiff did not timely respond or object to any of Rokoko’s propounded  
14 discovery before December 19, 2025.

15 12. A true and correct copy of the email correspondence on November 4, 2025  
16 is attached hereto as **Exhibit H.**

17 13. A true and correct copy of the Draft Joint Stipulation as sent to Plaintiff on  
18 December 29, 2025 is attached hereto as **Exhibit I.**

19  
20 I declare under penalty of perjury under the laws of the State of California and  
21 the United States that the foregoing is true and correct and that this declaration was  
22 executed on January 6, 2026, in Los Angeles, California.

23  
24 /s/ Katherine J. Ellena  
25 Katherine J. Ellena  
26  
27  
28

# **EXHIBIT A**

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**From:** Ellena, Katherine J.  
**Sent:** Monday, December 29, 2025 5:25 PM  
**To:** matthew@winteryear.com; Gorospe, Valentino  
**Cc:** Galibois, Michael B.; Graue, Emily H.; Valencia, Heather R.  
**Subject:** RE: Joint Stipulation re Motion to Compel Plaintiff's Discovery Responses

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Matt:

We disagree that we have not meet and conferred. We sent you a detailed Rule 37-1 letter on December 10, 2025 and asked for your availability for a call in that letter. We then asked for your availability for a call multiple times thereafter. You never provided it. During our December 16<sup>th</sup> telephone call, we discussed Rokoko's discovery requests at length and our respective positions as to the issue. We have more than satisfied our meet and confer requirements under Rule 37-1.

If you disagree with our portions of the joint statement, you are free to address why in your respective sections. We'll look forward to receiving your sections under Rule 37-2.2 by next Monday. Otherwise, we will proceed under Rule 37-2.4.

Thanks,

**Katherine J. Ellena** | Senior Associate  
[kellena@reedsmith.com](mailto:kellena@reedsmith.com)

**ReedSmith** LLP

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---

**From:** matthew@winteryear.com <matthew@winteryear.com>  
**Sent:** Monday, December 29, 2025 5:08 PM  
**To:** Gorospe, Valentino <VGorospe@reedsmith.com>  
**Cc:** Galibois, Michael B. <MGalibois@reedsmith.com>; Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Valencia, Heather R. <HValencia@ReedSmith.com>  
**Subject:** RE: Joint Stipulation re Motion to Compel Plaintiff's Discovery Responses

**External E-Mail - FROM** [matthew@winteryear.com](mailto:matthew@winteryear.com) <matthew@winteryear.com>

---

We have not met and conferred regarding any motion to compel. The 7-3 that occurred on December 16 was (a) scheduled by me and (b) solely for my motion for sanctions and (c) I refused to discuss any other matters beyond sanctions at that time and openly stated multiple times a 7-3 is not a 37-1.

Yes, you sent a meet and confer letter on December 10<sup>th</sup>, however, you never set up a meeting to discuss any forthcoming motion. ***“It is the responsibility of counsel for the moving party to arrange for this conference.”*** – L.R. 37-1

Secondly, your stipulation contains multiple falsities involving I never asked for, things I never said, things that never happened. I am not sure if you either don't understand the issue or if you are intentionally mischaracterizing what it is; however I will make sure the Court becomes aware of the false statements and the truthful realities of them, with evidence to ensure the record is corrected.

**To Resolve:** See Dkt #109. Just fix the numbering. That's it. I will then answer. It is not my responsibility, nor do I have any legal requirement or obligation to renumber your discovery requests. Such a thing is improper and invites issues where there should be none. If you do so, it will wholly prevent the need for any motion practice in this matter.

If you want to meet and confer, I am happy to do so but consider this your official notice – if you file a motion to compel, it will be wholly improper and defective as you have not even attempted to meet and confer prior.

Thank you,  
Matthew R. Walsh

---

**From:** Gorospe, Valentino <[VGorospe@reedsmith.com](mailto:VGorospe@reedsmith.com)>

**Sent:** Monday, December 29, 2025 4:21 PM

**To:** [matthew@winteryear.com](mailto:matthew@winteryear.com)

**Cc:** Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>; Valencia, Heather R. <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>

**Subject:** Joint Stipulation re Motion to Compel Plaintiff's Discovery Responses

Mr. Walsh,

Pursuant to L.R. 37-2, please find attached Rokoko's draft Joint Stipulation regarding our Motion to Compel. We have left blanks for you in the Word document to help indicate what you need to fill in. Please also find attached Ms. Ellena's declaration and exhibits in support of Rokoko's position.

As a reminder, your response is due within seven days (see L.R. 37-2.2).

Best,  
Valentino

**Gerardo Valentino Gorospe IV**  
Associate  
Los Angeles / Insurance Recovery  
*He/Him/His*

[VGorospe@reedsmith.com](mailto:VGorospe@reedsmith.com)

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RSUSv12021

# **EXHIBIT B**

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**From:** matthew@winteryear.com  
**Sent:** Sunday, November 9, 2025 11:07 AM  
**To:** Ellena, Katherine J.  
**Cc:** Galibois, Michael B.; Graue, Emily H.; Gorospe, Valentino  
**Subject:** RE: Rokoko - Joint Rule 26(f) Report.docx

External E-Mail - FROM [matthew@winteryear.com](mailto:matthew@winteryear.com) <matthew@winteryear.com>



**This message needs your attention**

- Some Recipients have never replied to this person.

Report or Mark Safe

Powered by Mimecast

I would never agree to that ESI protocol.

Statements like this “If a database or other source of structured data contains responsive information, the parties should promptly meet and confer to determine a mutually-agreeable format for review and/or production of the responsive data.” Are just designed to slow this process down and stonewall further.

I want things as native files, in their original format, as they are; untouched and untampered with. No exceptions. Your Exhibit A and Exhibit B are not going to cut it. No intermediary file formats.

Also, your discovery that you sent me is noncompliant and violates L.R. 33-1/34-1 so I cannot accept improper documents as properly served. Please re-serve them and we will restart the clock.

---

**From:** Ellena, Katherine J. <KEllena@reedsmith.com>  
**Sent:** Sunday, November 9, 2025 10:46 AM  
**To:** Matthew R. Walsh (Winteryear Studios) <matthew@winteryear.com>  
**Cc:** Galibois, Michael B. <MGalibois@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Gorospe, Valentino <VGorospe@reedsmith.com>  
**Subject:** RE: Rokoko - Joint Rule 26(f) Report.docx

Matt –

Attached is the proposed Stipulated Protective Order, which is largely unchanged from the form on Judge Oliver’s website. We have also made redline edits to your proposed ESI Protocol attached, though we are still reviewing it and may have a few more changes.

**Katherine J. Ellena** | Senior Associate  
[kellena@reedsmith.com](mailto:kellena@reedsmith.com)

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213.457.8000 | Fax: 213.457.8080

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**From:** Ellena, Katherine J.

**Sent:** Sunday, November 9, 2025 10:23 AM

**To:** 'Matthew R. Walsh (Winteryear Studios)' <[matthew@winteryear.com](mailto:matthew@winteryear.com)>

**Cc:** Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>; Gorospe, Valentino <[VGorospe@reedsmith.com](mailto:VGorospe@reedsmith.com)>

**Subject:** RE: Rokoko - Joint Rule 26(f) Report.docx

Nothing in the joint report prevents a party from filing a dispositive motion earlier. If you are referring to the below, the proposal is that dispositive motions be filed **no later than** that date.

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**Defendant’s Position:**

Subject to the outcome of Rokoko’s pending Motion to Dismiss the Complaint, Rokoko intends to file a dispositive motion as to all causes of action asserted in the Complaint that are not dismissed with prejudice by reason of the Motion to Dismiss.

– 6 –

JOINT RULE 26(F) REPORT AND DISCOVERY PLAN

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Rokoko proposes the following dispositive motion schedule: Opening briefs shall be filed no later than July 1, 2026, opposition briefs shall be filed no later than July 31, 2026, reply briefs shall be filed no later than August 31, 2026, and a hearing on any dispositive motions scheduled for September 28, 2026.

**Katherine J. Ellena** | Senior Associate  
[kellena@reedsmith.com](mailto:kellena@reedsmith.com)

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**From:** Matthew R. Walsh (Winteryear Studios) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>  
**Sent:** Sunday, November 9, 2025 10:17 AM  
**To:** Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>  
**Cc:** Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>; Gorospe, Valentino <[VGorospe@reedsmith.com](mailto:VGorospe@reedsmith.com)>  
**Subject:** Re: Rokoko - Joint Rule 26(f) Report.docx

**External E-Mail - FROM** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>

I disagree with the dispositive motion filing date. I explained prior I intend for file for MSJ before the year is over (this year).

Sent via [BlackBerry Hub+ Inbox for Android](#)

**From:** [KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)  
**Sent:** November 9, 2025 9:30 AM  
**To:** [matthew@winteryear.com](mailto:matthew@winteryear.com)  
**Cc:** [MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com); [EGraue@reedsmith.com](mailto:EGraue@reedsmith.com); [VGorospe@reedsmith.com](mailto:VGorospe@reedsmith.com)  
**Subject:** RE: Rokoko - Joint Rule 26(f) Report.docx

Okay, Matt. The joint report that we sent you on Friday morning addresses all of the topics that the Court has asked us to. As I stated, where the parties do not agree, we have noted Rokoko's position, just as you have noted yours. We did not make any substantive changes to your position statements, only formatting changes to the pleading paper as the Court requires. And I'm sure you saw that your name and contact information was first on the caption page.

The statements in the sections that are clearly labeled "Defendant's Position" are Rokoko's position on the issues and Rokoko will not be making changes to them. Your position is equally noted in your own sections. If you have any changes to the other "joint" sections please let us know.

**Katherine J. Ellena** | Senior Associate  
[kellena@reedsmith.com](mailto:kellena@reedsmith.com)

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**From:** Matthew R. Walsh (Winteryear Studios) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>  
**Sent:** Friday, November 7, 2025 7:47 PM  
**To:** Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>  
**Cc:** Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>; Gorospe, Valentino <[VGorospe@reedsmith.com](mailto:VGorospe@reedsmith.com)>  
**Subject:** RE: Rokoko - Joint Rule 26(f) [Report.docx](#)

**External E-Mail - FROM** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>

Hello,

Per our agreement on October 30, 2025; this was supposed to be returned to me no later than a week. Michael said “that’s a lifetime to a lawyer” and I replied with “(laughs) we’ll see”. That date has since passed and not to my surprise, it is now the weekend. We should have finalized this already and for that I am seriously disappointed. I hoped in our last meeting, which I was highly sincere about, that we could collaborate positively moving forward. I am beyond disappointed to receive your half of the joint report just now. Cutting the joint report this close is beyond the pale of irresponsible behavior. Where have you been????!!!!???? Why has there been no conversation on these points up to now? You’ve had this thing for weeks.

Where are the other parts to it? Where is the returned version my ESI protocol that I drafted?? Where is your protected order draft?

Absent yet another frustrating delay from Defense’s side, there are some contentions at a minimum:

1. I am unclear why you removed the contents of my joint report draft and placed them onto your letterhead. As I was the party who initiated this document, I wish the document to be filed on my letterhead and by me. Please correct it.
2. Your document is non-compliant as it violates Local Rule 11-3.1
3. There are a number of blatantly false statements in the document which do not reflect the record. Including but not limited to:
  - 4.
  4.
    - a. Claiming I did not plead things that are most certainly in the Complaint if you actually read it.
    - b. Stating evidence was not provided that is as conspicuous as the existence of water while sitting in a canoe in the middle of the ocean is baffling.
5. “Defendants position” cannot be filled with blatant falsities. I am not signing anything until you cross check your statements.

There are tons of issues with your document and only a few grains of sand left in the hourglass.

I am going to be absolutely blunt with you. I am DISGUSTED that you have blown past so many deadlines and pushed the completion of this report just inches from the point of no return. Now its the weekend and instead of being finished, I am now cleaning up a mess that *you made* by your constant delays and broken promises. I am the most irritated right now than I have been at any point in this case.

I hope my irritation comes across with even a modicum of how I truly feel.

This is a stipulation, not a motion filing, you have no right to drop it like an 11TH hour filing and walk off into the sunset.

Fix it. Sent it back.

Matt

---

**From:** Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>

**Sent:** Friday, November 7, 2025 9:15 AM

**To:** Matthew R. Walsh (Winteryear Studios) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>

**Cc:** Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>; Gorospe, Valentino

<[VGorospe@reedsmith.com](mailto:VGorospe@reedsmith.com)>

**Subject:** Rokoko - Joint Rule 26(f) [Report.docx](#)

Hi Matthew:

We took the draft Joint Report that you sent us and have filled in our sections in the attached further revised draft. We also added a few additional sections that the Court requires the parties to address. Where we have agreed upon things, we have noted that as well.

Please review this and let us know if you have any changes or would like to discuss anything before we finalize it for filing on Monday. You will see we have also set forth a proposed pre-trial schedule for your review.

We are still looking at your ESI Protocol and will send a proposed Stipulated Protective Order shortly, as well.

**Katherine J. Ellena** | Senior Associate  
[kellena@reedsmith.com](mailto:kellena@reedsmith.com)

**ReedSmith** LLP

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RSUSv12021

# EXHIBIT C

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4 Facsimile: +1 213 457 8080

5 Michael B. Galibois (*pro hac vice*)  
mgalibois@reedsmith.com  
6 Emily Graue (*pro hac vice*)  
egraue@reedsmith.com  
7 Reed Smith LLP  
10 South Wacker Drive, 40th Floor  
8 Chicago, IL 60606-7507  
Telephone: +1 312.207 1000  
9 Facsimile: +1 312.207 6400

10 *Attorneys for Defendant,*  
Rokoko Electronics

11  
12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 MATTHEW R. WALSH  
15 Plaintiff,  
16 vs.

17 ROKOKO ELECTRONICS, and  
DOES 1 through 50, inclusive,  
18 Defendant.

Case No.: 2:25-cv-05340-ODW-RAO

[Assigned to Hon. Otis D. Wright, II,  
Courtroom 5D; Hon. Rozella A. Oliver,  
Courtroom 590]

**DEFENDANT ROKOKO  
ELECTRONICS' FIRST SET OF  
REQUESTS FOR PRODUCTION TO  
PLAINTIFF MATTHEW R. WALSH**

State Court Action Filed: May 12, 2025  
Removal Date: June 12, 2025  
Trial Date: None

24 PROPOUNDING PARTIES: Defendant ROKOKO ELECTRONICS

25 RESPONDING PARTIES: Plaintiff MATTHEW R. WALSH

26 SET: ONE (1)  
27  
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A limited liability partnership formed in the State of Delaware

1 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendant  
2 Rokoko Electronics, by and through their attorneys, hereby requests that Plaintiff  
3 Matthew R. Walsh (“Plaintiff”) produce for inspection and copying the documents and  
4 things specified herein within thirty (30) days of the date of service, at the offices of  
5 Reed Smith LLP, located at 515 South Flower Street, Suite 4300, Los Angeles,  
6 California 90071.

7 **DEFINITIONS**

8 In responding to these Requests for Production of Documents (“Requests”), the  
9 following definitions will apply:

10 1. “You,” “Your,” or “Plaintiff” shall mean Plaintiff Matthew R. Walsh,  
11 including any employees, agents, individuals or entities acting on Your behalf.

12 2. “Rokoko” shall mean Defendant Rokoko Electronics, including any  
13 employees, directors, officers, agents, representatives, predecessors, successors,  
14 subsidiaries, individuals or entities acting on its behalf.

15 3. “Next World” shall mean the video game produced, developed, published,  
16 licensed, or otherwise distributed by Plaintiff under the name “The Next World”  
17 including without limitation any and all related or derivative works, proofs of concept,  
18 pre-release builds, alphas, betas, updates, patches, hotfixes, or maintenance releases for  
19 any platform or distribution channel (including console, PC, mobile, cloud/streaming  
20 services, and storefronts). The term further includes, without limitation, all associated  
21 source code, object code, build scripts, technical design documents, game design  
22 documents, art and audio assets, cinematics, quality assurance materials, bug reports,  
23 product roadmaps, marketing and public relations materials, branding and trademarks,  
24 packaging, ratings submissions, storefront pages, social media accounts, community  
25 management materials, customer support records, and all agreements or licensing  
26 related to the game. “Next World” also includes any internal or external code names,  
27 working titles, abbreviations, or aliases used to refer to the same project or any of its  
28 components.

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1 4. "Document" or "Documents" shall mean all materials discoverable under  
2 Rules 26 and 34 of the Federal Rules of Civil Procedure, including without limitation  
3 "electronically stored information," as that term is used in Federal Rule of Civil  
4 Procedure 34(a)(1)(A). A draft or non-identical copy is a separate document within the  
5 meaning of this term.

6 5. "Communication" or "Communications" shall mean any transmission or  
7 exchange of information, ideas, thought or sentiment between or among two or more  
8 Persons, orally or in writing, and include any conversation or discussion, whether face-  
9 to-face or by means of a telephone, telegraph, telex, telecopier, facsimile transmission,  
10 letter, e-mail, electronic or other medium.

11 6. "Person" or "Persons" shall mean, without limitation, any natural person,  
12 company, firm, syndicate, sole proprietorship, partnership, corporation, limited liability  
13 company, limited liability partnership, joint venture, association, trust, financial  
14 institution, governmental body or agency, and all past and present officers, directors,  
15 employees, partners, members, agents, and representatives, along with all other Persons  
16 acting or purporting to act on such Person's behalf.

17 7. "Action" shall mean the above captioned lawsuit and all claims and  
18 defenses asserted therein.

19 8. "Complaint" shall mean the Complaint filed by Plaintiff in this Action on  
20 or about May 12, 2025.

21 9. "Relating to," "Relate(s)," or "Related to," as used herein, shall mean  
22 constituting, comprising, consisting of, setting forth, describing, discussing, citing,  
23 regarding, pertaining to, mentioning, proposing, showing, disclosing, containing,  
24 analyzing, explaining, summarizing, supporting, evidencing, authorizing, concerning,  
25 embodying, reflecting, identifying, incorporating, considering, recommending,  
26 continuing, enumerating, dealing with, commenting on, referring to directly or  
27 indirectly, dealing with, or in any way pertaining to, in whole or in part.

28

1 10. Terms in the singular shall be deemed to include the plural and terms in  
2 the plural shall be deemed to include the singular.

3 11. The Definitions contained herein shall apply without regard to  
4 capitalization of defined words.

5 **INSTRUCTIONS**

6 1. If any Document called for by these Requests is withheld under a claim of  
7 privilege, furnish a list at the time the Document is withheld setting forth the following  
8 for each Document for which privilege is claimed: (a) the nature of the privilege  
9 asserted; (b) the type of Document; (c) the general subject matter of the Document; (d)  
10 the date of the Document; (e) the author of the Document; (f) all addressee(s) and  
11 distributee(s); (g) all other Persons who have seen the Document or been informed of  
12 its contents; and (h) such other information as is sufficient to identify the Document for  
13 a subpoena duces tecum.

14 2. The Documents produced in response to these Requests shall be produced  
15 as they are kept in the ordinary course of business and shall be organized so that Rokoko  
16 can ascertain the files in which they were located, their relative order in such files, and  
17 how such files were maintained.

18 3. Documents are to be produced in full and unexpurgated form without  
19 abbreviation or redaction.

20 4. These Requests shall be deemed continuing to the fullest extent permitted  
21 by Rule 26(e) of the Federal Rules of Civil Procedure, so that Plaintiff is required to  
22 make a further and supplemental production if Plaintiff obtains additional responsive  
23 Documents between the time of initial production and the time of trial.

24 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

25 **REQUEST FOR PRODUCTION NO. 1:**

26 Documents exchanged between You and Rokoko from January 1, 2019 to the  
27 present.

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1 **REQUEST FOR PRODUCTION NO. 2:**

2 Communications between You and Rokoko from January 1, 2019 to the present.

3 **REQUEST FOR PRODUCTION NO. 3:**

4 Documents exchanged between You and any third party regarding Rokoko from  
5 January 1, 2019 to the present.

6 **REQUEST FOR PRODUCTION NO. 4:**

7 Communications between You and any third party regarding Rokoko from  
8 January 1, 2019 to the present.

9 **REQUEST FOR PRODUCTION NO. 5:**

10 Documents in support of Your \$1,250,000 General Damages claim.

11 **REQUEST FOR PRODUCTION NO. 6:**

12 Documents in support of Your \$250,000 claim for restitution and reliance  
13 damages.

14 **REQUEST FOR PRODUCTION NO. 7:**

15 Documents in support of Your claim for statutory damages.

16 **REQUEST FOR PRODUCTION NO. 8:**

17 Social media content, posts, messages, or direct messages maintained by You  
18 Relating to Rokoko from January 1, 2019 to the present.

19 **REQUEST FOR PRODUCTION NO. 9:**

20 Documents Relating to the “around 40 denied or ignored requests to remedy a  
21 simple SONG-BEVERLY” alleged on page 5 of Your Complaint.

22 **REQUEST FOR PRODUCTION NO. 10:**

23 Documents supporting Your contention that Rokoko “[a]ctively avoids and  
24 declines warranty, refunds, replacement or repairs” as alleged on page 6 of Your  
25 Complaint.

26 **REQUEST FOR PRODUCTION NO. 11:**

27 Documents supporting Your contention that Rokoko “harvests. . . proprietary  
28 animation without consent” as alleged on page 6 of Your Complaint.

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1 **REQUEST FOR PRODUCTION NO. 12:**

2 Documents supporting Your contention that Rokoko “[l]ures a separate class of  
3 investors into a second, coordinated venture build on the same stolen content” as alleged  
4 on page 6 of Your Complaint.

5 **REQUEST FOR PRODUCTION NO. 13:**

6 Documents in support of Your contention that Next World is “contractually  
7 bound with numerous celebrities” as alleged on page 8 of Your Complaint.

8 **REQUEST FOR PRODUCTION NO. 14:**

9 Documents identifying or evidencing Your employment or payment for  
10 musicians, actors, or other third-parties Relating to the development of Next World as  
11 alleged on page 8 of your Complaint.

12 **REQUEST FOR PRODUCTION NO. 15:**

13 Documents identifying or evidencing Your titles under licensing by Nintendo, as  
14 alleged on page 8 of your Complaint.

15 **REQUEST FOR PRODUCTION NO. 16:**

16 Documents from January 1, 2019 to the present supporting Your contention that  
17 Your alleged damages were caused in whole or in part by Rokoko.

18 **REQUEST FOR PRODUCTION NO. 17:**

19 Documents in support of Your contention that You “uncovered systemic  
20 widespread legal violations including but not limited to fraud and deception of  
21 consumers and investors alike” allegedly carried out by Rokoko, as alleged on page 8  
22 of Your Complaint.

23 **REQUEST FOR PRODUCTION NO. 18:**

24 Documents in support of Your contention that Rokoko’s “true business model is  
25 misleading investors and consumers,” as alleged on page 9 of Your Complaint.  
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**REQUEST FOR PRODUCTION NO. 19:**

Documents in support of Your contention that Rokoko “openly admits to misappropriating and infringing upon intellectual property from creators,” as alleged on page 9 of Your Complaint.

**REQUEST FOR PRODUCTION NO. 20:**

Documents in support of Your contention that, on or about May 6, 2025, Rokoko spoliated evidence, as alleged on page 11 of Your Complaint.

**REQUEST FOR PRODUCTION NO. 21:**

Documents evidencing the “lost momentum, economic harm and loss of strategic positioning” for Next World as alleged on page 12 of your Complaint.

**REQUEST FOR PRODUCTION NO. 22:**

Communications evidencing the “lost momentum, economic harm and loss of strategic positioning” for Next World as alleged on page 12 of Your Complaint.

**REQUEST FOR PRODUCTION NO. 23:**

Documents in support of Your contention that Your “video game production has experienced unrecoverable damages” as a result of Rokoko’s actions, as alleged on page 15 of Your Complaint.

**REQUEST FOR PRODUCTION NO. 24:**

Documents in support of your contention that Rokoko was aware of Next World’s “economic prospects,” as alleged on page 13 of Your Complaint.

**REQUEST FOR PRODUCTION NO. 25:**

Documents Related to agreements with Nintendo for Next World from January 1, 2016 to the present.

**REQUEST FOR PRODUCTION NO. 26:**

Communications Related to agreements with Nintendo for Next World from January 1, 2016 to the present.

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1 **REQUEST FOR PRODUCTION NO. 27:**

2 Documents Related to agreements with Sony for Next World from January 1,  
3 2016 to the present.

4 **REQUEST FOR PRODUCTION NO. 28:**

5 Communications Related to agreements with Sony for Next World from January  
6 1, 2016 to the present.

7 **REQUEST FOR PRODUCTION NO. 29:**

8 Documents Related to agreements with Microsoft for Next World from January  
9 1, 2016 to the present.

10 **REQUEST FOR PRODUCTION NO. 30:**

11 Communications Related to agreements with Microsoft for Next World from  
12 January 1, 2016 to the present.

13 **REQUEST FOR PRODUCTION NO. 31:**

14 Documents from January 1, 2016 to the present that support Your contention that  
15 there are “competing products and competing studios vying to copy [Your] creations and  
16 innovations,” as alleged on page 17 of Your Complaint.

17 **REQUEST FOR PRODUCTION NO. 32:**

18 Communications from January 1, 2016 to the present that support Your contention  
19 that there are “competing products and competing studios vying to copy [Your] creations  
20 and innovations,” as alleged on page 17 of Your Complaint.

21 **REQUEST FOR PRODUCTION NO. 33:**

22 Documents from January 1, 2020 to the present Relating to a “growing distrust” from  
23 the public about Your ability and capacity to release Next World, as alleged on page 17 of  
24 Your Complaint.

25 **REQUEST FOR PRODUCTION NO. 34:**

26 Communications from September 2020 to the present in support of Your contention  
27 that the first suit You received from Rokoko was faulty and needed replacement on arrival,  
28 as alleged on page 20 of Your Complaint.

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**REQUEST FOR PRODUCTION NO. 35:**

Documents from September 2020 to the present in support of Your contention that the first suit You received from Rokoko was faulty and needed replacement on arrival, as alleged on page 20 of Your Complaint.

**REQUEST FOR PRODUCTION NO. 36:**

Documents in support of Your contention that Rokoko intentionally obfuscated or hid the nature of changes to its Terms of Service, as alleged on page 29 of Your Complaint.

**REQUEST FOR PRODUCTION NO. 37:**

Communications in support of Your contention that Rokoko intentionally obfuscated or hid the nature of changes to its Terms of Service, as alleged on page 29 of Your Complaint.

**REQUEST FOR PRODUCTION NO. 38:**

Documents from January 1, 2020 to the present in support of Your contention that Rokoko was “secretly receiving user data, telemetry and intellectual property without any notification or authorization since 2019,” as alleged on page 31 of Your Complaint.

**REQUEST FOR PRODUCTION NO. 39:**

Communications from January 1, 2020 to the present in support of Your contention that Rokoko was “secretly receiving user data, telemetry and intellectual property without any notification or authorization since 2019,” as alleged on page 31 of Your Complaint.

**REQUEST FOR PRODUCTION NO. 40:**

Documents Relating to alleged failures of the products that you purchased from Rokoko from January 1, 2019 to the present, as alleged on page 39 of Your Complaint.

**REQUEST FOR PRODUCTION NO. 41:**

Documents Relating to the “450 animations” You allege You created using Rokoko products from January 1, 2019 to the present, as alleged on page 39 of Your Complaint.

**REQUEST FOR PRODUCTION NO. 42:**

Documents in support of Your contention that Rokoko is using Your intellectual property, without permission, to train intelligence models, as alleged on page 40 of Your Complaint.

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1 **REQUEST FOR PRODUCTION NO. 43:**

2 Documents supporting Your contention that Rokoko carried out “a coordinated  
3 scheme between multiple entities to solicit funds through misrepresentation,” as alleged on  
4 page 61 of Your Complaint.

5 **REQUEST FOR PRODUCTION NO. 44:**

6 Documents in support of Your contention that Rokoko engages in money laundering,  
7 as alleged on page 63 of Your complaint.

8 **REQUEST FOR PRODUCTION NO. 45:**

9 Communications from January 1, 2020 to the present between You and any private  
10 investigator Relating to Rokoko.

11 **REQUEST FOR PRODUCTION NO. 46:**

12 Documents exchanged between You and any private investigator, from January 1,  
13 2020 to the present, Relating to Rokoko.

14 **REQUEST FOR PRODUCTION NO. 47:**

15 Documents reflecting any requests You made to Rokoko for replacement parts or  
16 hardware from January 1, 2020 to the present.

17 **REQUEST FOR PRODUCTION NO. 48:**

18 Communications from May 1, 2025 to the present between You and DocuSign,  
19 Inc.; c/o United Agent Group, Inc.

20 **REQUEST FOR PRODUCTION NO. 49:**

21 Communications from May 1, 2025 to the present between You and Trifork US  
22 Inc.

23 **REQUEST FOR PRODUCTION NO. 50:**

24 Communications from May 1, 2025 to the present between You and Naver Z  
25 USA, Inc.

26 **REQUEST FOR PRODUCTION NO. 51:**

27 Communications from May 1, 2025 to the present between You and Internet  
28 Archive.

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**REQUEST FOR PRODUCTION NO. 52:**

Communications from May 1, 2025 to the present between You and Wikimedia Foundation.

**REQUEST FOR PRODUCTION NO. 53:**

Communications from May 1, 2025 to the present between You and Corridor Digital, LLC.

**REQUEST FOR PRODUCTION NO. 54:**

Communications between You and any third-parties Related to any subpoenas served by You in this Action from May 1, 2025 to the present.

**REQUEST FOR PRODUCTION NO. 55:**

Any witness statements in Your possession Relating to the contentions in Your Complaint.

**REQUEST FOR PRODUCTION NO. 56:**

Documents Relating to work performed by You for the Department of Homeland Security between January 1, 2009 to the present.

**REQUEST FOR PRODUCTION NO. 57:**

Documents Relating to Your work as an expert consultant, as referenced in Your September 18, 2025 Supplemental Declaration, ECF No. 74, from January 1, 2009 to the present.

**REQUEST FOR PRODUCTION NO. 58:**

Documents Relating to Your work as a testifying expert, as referenced in Your September 18, 2025 Supplemental Declaration, ECF No. 74, from January 1, 2009 to the present.

**REQUEST FOR PRODUCTION NO. 52:**

Expert reports prepared by You in any matter in which You have been retained as a testifying expert, as referenced in Your September 18, 2025 Supplemental Declaration, ECF No. 74, from January 1, 2009 to the present, including without

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1 limitation Your engagement as an expert witness in the action captioned *Fay Latture v.*  
2 *Emmerling, Reed, Friefeld, and Keyes.*

3 **REQUEST FOR PRODUCTION NO. 53:**

4 Transcripts from any testimony You have provided in any matter in which You  
5 have been retained as a testifying expert, as referenced in Your September 18, 2025  
6 Supplemental Declaration, ECF No. 74, from January 1, 2009 to the present, including  
7 without limitation Your engagement as an expert witness in the action captioned *Fay*  
8 *Latture v. Emmerling, Reed, Friefeld, and Keyes.*

9  
10 DATED: November 3, 2025

REED SMITH LLP

11  
12 By   
13 Katherine Ellena  
14 Michael Galibois (*pro hac vice*)  
15 Emily Graue (*pro hac vice*)

16 *Attorney for Defendant*  
17 *Rokoko Electronics*  
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**CERTIFICATE OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, 515 South Flower Street, Suite 4300, Los Angeles, CA 90071. On November 3, 2025, I served the following document(s) by the method indicated below:

**DEFENDANT ROKOKO ELECTRONICS' FIRST SET OF REQUESTS FOR PRODUCTION TO PLAINTIFF MATTHEW R. WALSH**

by transmitting via email to the parties at the email addresses listed below:

Matthew R. Walsh  
19197 Golden Valley Rd #333  
Santa Clarita, CA 91387  
Email: matthew@winteryear.com

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on November 3, 2025, at Los Angeles, California.



\_\_\_\_\_  
Heather Valencia

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A limited liability partnership formed in the State of Delaware

# **EXHIBIT D**

1 Katherine J. Ellena (SBN 324160)  
kellena@reedsmith.com  
2 REED SMITH LLP  
515 South Flower Street, Suite 4300  
3 Los Angeles, CA 90071-1514  
Telephone: +1 213 457 8000  
4 Facsimile: +1 213 457 8080

5 Michael B. Galibois (*pro hac vice*)  
mgalibois@reedsmith.com  
6 Emily Graue (*pro hac vice*)  
egraue@reedsmith.com  
7 Reed Smith LLP  
10 South Wacker Drive, 40th Floor  
8 Chicago, IL 60606-7507  
Telephone: +1 312.207 1000  
9 Facsimile: +1 312.207 6400

10 *Attorneys for Defendant,*  
Rokoko Electronics

11  
12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 MATTHEW R. WALSH  
15 Plaintiff,  
16 vs.

17 ROKOKO ELECTRONICS, and  
DOES 1 through 50, inclusive,  
18 Defendant.

Case No.: 2:25-cv-05340-ODW-RAO

[Assigned to Hon. Otis D. Wright, II,  
Courtroom 5D; Hon. Rozella A. Oliver,  
Courtroom 590]

19 **DEFENDANT ROKOKO**  
20 **ELECTRONICS' FIRST SET OF**  
21 **INTERROGATORIES TO**  
22 **PLAINTIFF MATTHEW R. WALSH**

23 State Court Action Filed: May 12, 2025  
24 Removal Date: June 12, 2025  
25 Trial Date: None

26 PROPOUNDING PARTIES: Defendant ROKOKO ELECTRONICS

27 RESPONDING PARTIES: Plaintiff MATTHEW R. WALSH

28 SET: ONE (1)

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1 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant  
2 Rokoko Electronics, by and through their attorneys, hereby requests that Plaintiff  
3 Matthew R. Walsh (“Plaintiff”) serve written responses, subscribed under oath, to the  
4 following Interrogatories (the “Interrogatories”) within thirty (30) days of the date of  
5 service.

6 **DEFINITIONS**

7 For these Interrogatories, the following definitions will apply:

8 1. “You,” “Your,” or “Plaintiff” shall mean Plaintiff Matthew R. Walsh,  
9 including any employees, agents, individuals or entities acting on Your behalf.

10 2. “Rokoko” shall mean Defendant Rokoko Electronics, including any  
11 employees, directors, officers, agents, representatives, predecessors, successors,  
12 subsidiaries, individuals or entities acting on its behalf.

13 3. “Action” shall mean the above captioned lawsuit and all claims and  
14 defenses asserted therein.

15 4. “Complaint” shall mean the Complaint filed by Plaintiff in this Action on  
16 or about May 12, 2025.

17 5. “Next World” shall mean the video game produced, developed, published,  
18 licensed, or otherwise distributed by Plaintiff under the name “The Next World”  
19 including without limitation any and all related or derivative works, proofs of concept,  
20 pre-release builds, alphas, betas, updates, patches, hotfixes, or maintenance releases for  
21 any platform or distribution channel (including console, PC, mobile, cloud/streaming  
22 services, and storefronts). The term further includes, without limitation, all associated  
23 source code, object code, build scripts, technical design documents, game design  
24 documents, art and audio assets, cinematics, quality assurance materials, bug reports,  
25 product roadmaps, marketing and public relations materials, branding and trademarks,  
26 packaging, ratings submissions, storefront pages, social media accounts, community  
27 management materials, customer support records, and all agreements or licensing  
28 related to the game. “Next World” also includes any internal or external code names,

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1 working titles, abbreviations, or aliases used to refer to the same project or any of its  
2 components.

3 6. "Person" or "Persons" shall mean, without limitation, any natural person,  
4 company, firm, syndicate, sole proprietorship, partnership, corporation, limited liability  
5 company, limited liability partnership, joint venture, association, trust, financial  
6 institution, governmental body or agency, and all past and present officers, directors,  
7 employees, partners, members, agents, and representatives, along with all other Persons  
8 acting or purporting to act on such Person's behalf.

9 7. "Relating to," "Relate(s)," or "Related to," as used herein, shall mean  
10 constituting, comprising, consisting of, setting forth, describing, discussing, citing,  
11 regarding, pertaining to, mentioning, proposing, showing, disclosing, containing,  
12 analyzing, explaining, summarizing, supporting, evidencing, authorizing, concerning,  
13 embodying, reflecting, identifying, incorporating, considering, recommending,  
14 continuing, enumerating, dealing with, commenting on, referring to directly or  
15 indirectly, dealing with, or in any way pertaining to, in whole or in part.

16 8. The terms "and" and "or" shall be read in the disjunctive, conjunctive, or  
17 both as necessary to bring within the scope of the Interrogatory all responses that might  
18 otherwise be construed to be outside of its scope.

19 9. "Any" and "All" shall be construed to mean, "any," "all," and "any and  
20 all."

21 10. Terms in the singular shall be deemed to include the plural and terms in  
22 the plural shall be deemed to include the singular.

23 11. The Definitions contained herein shall apply without regard to  
24 capitalization of defined words.

25 **INTERROGATORIES**

26 **INTERROGATORY NO. 1:**

27 State with specificity all damages that You claim Rokoko is liable for in this  
28 Action, including the type of damages claimed and the amount of each type of damage.

1 **INTERROGATORY NO. 2:**

2 State all facts that support Your calculations as to the amounts of each type of  
3 damage identified in response to Interrogatory No. 1.

4 **INTERROGATORY NO. 3:**

5 To the extent that You contend Rokoko caused any loss to the commercial value  
6 of Next World, state all facts supporting a direct causal relationship between Rokoko’s  
7 actions and the loss of Next World’s commercial value, including facts identifying the  
8 exact amount of any alleged losses.

9 **INTERROGATORY NO. 4:**

10 State all steps You took to avoid, mitigate, or reduce any alleged loss to the  
11 commercial value of Next World.

12 **INTERROGATORY NO. 5:**

13 State all facts that support Your contention that Rokoko has been “secretly receiving  
14 user data, telemetry and intellectual property without any notification or authorization since  
15 2019,” as alleged on page 31 of Your Complaint.

16 **INTERROGATORY NO. 6:**

17 State all facts that support Your contention that Rokoko has anonymized Your  
18 metadata with the knowledge or intent to conceal infringement.

19 **INTERROGATORY NO. 7:**

20 State all facts that support your contention that the products You purchased from  
21 Rokoko were “faulty and needed replacement on arrival,” as alleged on page 20 of Your  
22 Complaint.

23 **INTERROGATORY NO. 8:**

24 Identify all private investigators that You have retained or hired from January 1,  
25 2019 to the present, including current phone numbers and email addresses, Relating to  
26 Rokoko.  
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1 **INTERROGATORY NO. 9:**

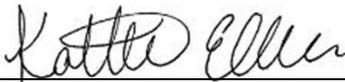
2 Identify all Persons that You contend have personal knowledge of the allegations  
3 in Your Complaint, including current phone numbers and email addresses.

4 **INTERROGATORY NO. 10:**

5 Identify all Persons from whom you have obtained statements Relating to  
6 Rokoko that you intend to rely on or otherwise use in this Action, including current  
7 phone numbers and email addresses.

8  
9 DATED: November 3, 2025

REED SMITH LLP

10 By 

11 Katherine Ellena  
12 Michael Galibois (*pro hac vice*)  
13 Emily Graue (*pro hac vice*)

14 *Attorneys for Defendant*  
15 *Rokoko Electronics*

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**CERTIFICATE OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, 515 South Flower Street, Suite 4300, Los Angeles, CA 90071. On November 3, 2025, I served the following document(s) by the method indicated below:

**DEFENDANT ROKOKO ELECTRONICS' FIRST SET OF INTERROGATORIES TO PLAINTIFF MATTHEW R. WALSH**



by transmitting via email to the parties at the email addresses listed below:

Matthew R. Walsh  
19197 Golden Valley Rd #333  
Santa Clarita, CA 91387  
Email: matthew@winteryear.com

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on November 3, 2025, at Los Angeles, California.



Heather Valencia

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

# EXHIBIT E



Driving progress  
through partnership

**Katherine J. Ellena**  
Direct Phone: +1 213 457 8254  
Email: kellena@reedsmith.com

Reed Smith LLP  
515 S. Flower Street  
Suite 4300  
Los Angeles, CA 90071  
+1 213 457 8000  
Fax +1 213 457 8080  
reedsmith.com

December 10, 2025

### By Electronic Mail

Matthew R. Walsh  
19197 Golden Valley Rd. #333  
Santa Clarita, CA 91387  
(661) 644-0012  
matthew@winteryear.com

### Re: Local Rule 37-1 Meet and Confer Regarding Failure to Respond to Rokoko's First Sets of Requests for Production and Interrogatories

Dear Mr. Walsh,

Pursuant to Local Rule 37-1, Rokoko requests a meet and confer regarding your failure to respond to Rokoko's First Set of Interrogatories and First Set of Requests for Production (the "Requests") propounded on November 3, 2025. You have failed to serve any written responses or objections to these Requests, and the deadline for responses—December 3, 2025—has since passed.

Under the Federal Rules of Civil Procedure, written responses and objections were due within thirty days of service. *See* F.R.C.P. Rule 6(a); Rule 33(b)(2); Rule 34(b)(2)(A). Because that deadline has expired without any response from Plaintiff or request for an extension, any objections in forthcoming responses are henceforth waived. *See Bryant v. Armstrong*, 285 F.R.D. 596, 602 (S.D. Cal. 2012) (*quoting Richmark Corp. v. Timber Falling Consultants*, 959 F.2d 1468, 1473 (9th Cir. 1992)) (failure to object to discovery requests within the time required constitutes a waiver of any objection).

Any attempt to characterize Rokoko's properly served discovery as "unserved" or otherwise a nullity due to your position that the Requests somehow do not comply with Local Rules 33-1 and 34-1 is not a basis to refuse to provide responses. Moreover, the Requests clearly comply with those Local Rules, which require the discovery to be "numbered sequentially without repeating the numbers used on any prior set."

To the extent you contend that you were not obligated to provide written responses to the Requests on the basis that Rokoko has not produced documents in response to your discovery requests, "[n]umerous courts have held that Rule 26(d) prohibits a party from delaying or withholding discovery on the basis that the party has not obtained responses to its own discovery request." *Thomson v. Persistence Techs. BVI Pte Ltd.*, No. 2:23-cv-04669-MEMF-MAR, 2025 LX 458942, at \*16 (C.D. Cal. Oct. 10, 2025); *see also Fresenius Med. Care Holding, Inc. v. Baxter Int'l, Inc.*, 224 F.R.D. 644, 653 (N.D. Cal. 2004) ("[n]or may

Matthew R. Walsh  
December 10, 2025  
Page 2

ReedSmith

a party condition its compliance with its discovery obligations on receiving discovery from its opponent.”).<sup>1</sup>

Please provide your availability before December 22, 2025 for a telephonic conference regarding your failure to respond to the Requests. If you will not agree to provide responses, Rokoko intends to move for an order compelling responses and for all fees and costs incurred with Rokoko’s efforts to do so.

Rokoko reserves all rights.

Best,



Katherine J. Ellena  
Reed Smith LLP

KJE:jv

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<sup>1</sup> As you will also recall, you informed us that you would “never agree” to the redline suggestions that we made on the proposed ESI protocol. When we asked that you suggest times to meet and confer over the ESI protocol, we did not hear from you.

# EXHIBIT F

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**From:** Ellena, Katherine J.  
**Sent:** Thursday, December 11, 2025 8:43 AM  
**To:** matthew@winteryear.com; Valencia, Heather R.  
**Cc:** Gorospe, Valentino; Galibois, Michael B.; Graue, Emily H.  
**Subject:** RE: Local Rule 37-1 Meet and Confer Regarding Failure to Respond to Rokoko's First Sets of Requests for Production and Interrogatories

Hi Matt –

We do not view a typographical error in the numbering of two of the 60 RFPs as a basis to refuse to provide responses by the December 3rd deadline, including to Rokoko's Interrogatories. Please provide complete responses to all of the discovery by next Friday, December 19, 2025, which is a more than a two week extension from the original response deadline. If you do not provide responses by then, we will proceed with seeking relief from the Court and we reserve all rights.

**Katherine J. Ellena** | Senior Associate  
[kellena@reedsmith.com](mailto:kellena@reedsmith.com)

**ReedSmith** LLP

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**From:** matthew@winteryear.com <matthew@winteryear.com>  
**Sent:** Wednesday, December 10, 2025 7:14 PM  
**To:** Valencia, Heather R. <HValencia@ReedSmith.com>  
**Cc:** Ellena, Katherine J. <KEllena@reedsmith.com>; Gorospe, Valentino <VGorospe@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>  
**Subject:** RE: Local Rule 37-1 Meet and Confer Regarding Failure to Respond to Rokoko's First Sets of Requests for Production and Interrogatories

**External E-Mail - FROM** [matthew@winteryear.com](mailto:matthew@winteryear.com) <matthew@winteryear.com>

---

One last thing –

Please provide the DOCX files instead of PDF so I can fill my answers in.

Thanks.  
Have a great night!

Matthew R. Walsh

---

**From:** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>  
**Sent:** Wednesday, December 10, 2025 6:28 PM  
**To:** 'Valencia, Heather R.' <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>  
**Cc:** 'Ellena, Katherine J.' <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>; 'Gorospe, Valentino' <[VGorospe@reedsmith.com](mailto:VGorospe@reedsmith.com)>; 'Galibois, Michael B.' <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; 'Graue, Emily H.' <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>  
**Subject:** RE: Local Rule 37-1 Meet and Confer Regarding Failure to Respond to Rokoko's First Sets of Requests for Production and Interrogatories

109 attached to save you some time dealing with ECF.

Please see the exhibits.

---

**From:** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>  
**Sent:** Wednesday, December 10, 2025 5:15 PM  
**To:** 'Valencia, Heather R.' <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>  
**Cc:** 'Ellena, Katherine J.' <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>; 'Gorospe, Valentino' <[VGorospe@reedsmith.com](mailto:VGorospe@reedsmith.com)>; 'Galibois, Michael B.' <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; 'Graue, Emily H.' <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>  
**Subject:** RE: Local Rule 37-1 Meet and Confer Regarding Failure to Respond to Rokoko's First Sets of Requests for Production and Interrogatories

As the delay with the aforementioned now pushes discovery squarely during the holidays, I will not be available to answer them if served now as I will be travelling with family to remote locations and have no computer or internet access during that time.

I am requesting an extension that they be served after the new year (essentially a two week extension) and then I can answer them accurately. If you are not willing to do so, I will have to file a Request for Extension on the Court citing my Dkt #109 entry as the cause.

Let me know if that works.  
Thanks,  
Matt

---

**From:** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>  
**Sent:** Wednesday, December 10, 2025 5:10 PM  
**To:** 'Valencia, Heather R.' <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>  
**Cc:** 'Ellena, Katherine J.' <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>; 'Gorospe, Valentino' <[VGorospe@reedsmith.com](mailto:VGorospe@reedsmith.com)>; 'Galibois, Michael B.' <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; 'Graue, Emily H.' <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>  
**Subject:** RE: Local Rule 37-1 Meet and Confer Regarding Failure to Respond to Rokoko's First Sets of Requests for Production and Interrogatories

Hello everyone,  
I did not waive any objections.

I explained to you over a month ago that I could not answer because your numbers were not sequential. They overlap. You simply refused to even check them to verify, but it's not something I was making up. They go from like 58 back down to 52. That would create serious inconsistencies with answers and is against Local Rules.

I notified the Court that you refuse to correct them, and I couldn't answer discovery (please see Docket #109). You'll notice an exhibit indicating exactly what I stated to you prior.

If you fix your numbering and serve them, we can start the discovery clock and I am more than happy to answer

them. I just couldn't do so as provided.

Thanks!  
Matt

---

**From:** Valencia, Heather R. <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>

**Sent:** Wednesday, December 10, 2025 5:02 PM

**To:** [matthew@winteryear.com](mailto:matthew@winteryear.com)

**Cc:** Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>; Gorospe, Valentino <[VGorospe@reedsmith.com](mailto:VGorospe@reedsmith.com)>; Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>

**Subject:** Local Rule 37-1 Meet and Confer Regarding Failure to Respond to Rokoko's First Sets of Requests for Production and Interrogatories

Good afternoon,

please see the attached correspondence.

Thank you,

*Heather Valencia*

Assistant to Katherine J. Ellena

**Reed Smith** LLP

515 South Flower Street, Suite 4300

Los Angeles, CA 90071-1514

Direct 213.457.6458 | [hvalencia@reedsmith.com](mailto:hvalencia@reedsmith.com)

Main 213.457.8000 | Fax 213.457.8080

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RSUSv12021

# EXHIBIT G

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**Subject:** FW: December 16 Meet and Confer

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**From:** [KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)  
**Sent:** December 16, 2025 9:21 PM  
**To:** [matthew@winteryear.com](mailto:matthew@winteryear.com); [VGorospe@reedsmith.com](mailto:VGorospe@reedsmith.com)  
**Cc:** [MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com); [EGraue@reedsmith.com](mailto:EGraue@reedsmith.com); [HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)  
**Subject:** Re: December 16 Meet and Confer

Matt:

You raised the topic of Rokoko's Interrogatories and RFPs during our call today by stating that they would be the subject of any renewed motion for sanctions by you. We explained our respective positions on Rokoko's discovery, which we have summarized in the email below. If you would like to have a further discussion on the topic beyond what we have set forth in our Rule 37 letter and what we discussed today, we are happy to have another call this week. Barring that, I don't believe there is anything further to discuss.

**Katherine J. Ellena** | Senior Associate  
[kellena@reedsmith.com](mailto:kellena@reedsmith.com)

**ReedSmith** LLP

515 Flower St., Suite 4300 | Los Angeles, CA 90071 | Direct: [213.457.8254](tel:213.457.8254) | Cell: [424.302.1476](tel:424.302.1476) | Reception: [213.457.8000](tel:213.457.8000) | Fax: [213.457.8080](tel:213.457.8080)

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---

**From:** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>  
**Sent:** Tuesday, December 16, 2025 8:36:56 PM  
**To:** Gorospe, Valentino <[VGorospe@reedsmith.com](mailto:VGorospe@reedsmith.com)>  
**Cc:** Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>; Valencia, Heather R. <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>  
**Subject:** RE: December 16 Meet and Confer

**External E-Mail - FROM** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>

---

Mr. Gorospe,

I need to clarify one point for the record:

The December 16 7-3 zoom meeting was scheduled and held as a meet and confer regarding issues related to my forthcoming sanctions motion **only**, not discovery.

During the call I stated multiple times that I would not be discussing discovery at that meeting, and that any discussion regarding RFPs or Interrogatories would need to occur in a separate meet and confer, which I remain available to schedule.

Because the purpose of the December 16 call was sanctions-related **only**, the discovery issues referenced in your email were outside the scope of the meeting I agreed to attend. As I explained on the call, meet-and-confers on discovery matters fall under Local Rule 37-1, not Local Rule 7-3, and I was not conducting a Rule 37-1 discussion with Ms. Ellena at that time. This is well documented prior. To the extent you wish to hold a separate meet and confer regarding discovery, please provide dates and times and I will make myself available.

I do not accept that this meeting had anything whatsoever to do with discovery and reject that outright. I gave no answers to Katherine, made no conclusions regarding discovery and instead changed the topic multiple times aside from the discovery issues I am seeking sanctions for. I reject any statements to the contrary. Please hold a 37-1 if you need to have a discovery conversation.

In addition, for clarity, can you please confirm your role in this case? You do not appear to be counsel of record.

Matthew R. Walsh

---

**From:** Gorospe, Valentino <[VGorospe@reedsmith.com](mailto:VGorospe@reedsmith.com)>  
**Sent:** Tuesday, December 16, 2025 7:57 PM  
**To:** [matthew@winteryear.com](mailto:matthew@winteryear.com)  
**Cc:** Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>; Valencia, Heather R. <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>  
**Subject:** December 16 Meet and Confer

Hello Mr. Walsh,

This email serves as a commemoration of our teleconference on December 16, 2025, with respect to Rokoko's First Set of Requests for Production (the "RFPs") and First Set of Interrogatories (the "Interrogatories") served on you on November 3, 2025. You stated that you would not respond to the RFPs unless Rokoko fixed an inadvertent typographical error in the numbering of the last two RFPs in that set. We explained that we do not believe that the typographical error permits you to refuse to respond to the RFPs entirely and reiterated our request that you provide written responses.

We also explained that the typographical error in the RFPs referenced above does not permit you to refuse to provide responses to the Interrogatories. Your position as we understand it is that because the Interrogatories and RFPs were served on the same day as a "set" that the Interrogatories must be sequentially numbered to follow the last used RFP, instead of starting with Interrogatory No. 1 as the Interrogatories do. We explained our disagreement with that position.

To the extent that you believe a further discussion regarding the RFPs and Interrogatories is necessary, please provide your availability prior to December 22, 2025 as requested in our December 10, 2025 Rule 37 letter. Otherwise, as we stated on our call today, we consider the parties' telephonic meet and confer obligations on this topic to be complete.

Best,

**Gerardo Valentino Gorospe IV**  
Associate  
Los Angeles / Insurance Recovery  
*He/Him/His*

[Vgorospe@reedsmith.com](mailto:Vgorospe@reedsmith.com)  
D: [+1 213.457.8239](tel:+12134578239)  
M: [+1 562.753.1072](tel:+15627531072)

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[reedsmith.com](http://reedsmith.com)

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RSUSv12021

# EXHIBIT H

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**From:** Ellena, Katherine J.  
**Sent:** Tuesday, November 4, 2025 8:17 AM  
**To:** Matthew R. Walsh (Winteryear Studios)  
**Cc:** Galibois, Michael B.; Graue, Emily H.; Gorospe, Valentino  
**Subject:** RE: Walsh v. Rokoko Electronics

Mr. Walsh:

Respectfully, it is not our obligation to provide you a list of what we have agreed to produce when Rokoko's written responses set that out. Please follow the Local Rules if you would like to meet and confer regarding the discovery responses and we will be prepared to do so.

**Katherine J. Ellena** | Senior Associate  
[kellena@reedsmith.com](mailto:kellena@reedsmith.com)

**ReedSmith** LLP

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---

**From:** Matthew R. Walsh (Winteryear Studios) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>  
**Sent:** Monday, November 3, 2025 11:59 PM  
**To:** Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>  
**Subject:** Re: Walsh v. Rokoko Electronics

**External E-Mail - FROM [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>**

---

Lets meet and confer, i wish to once again move the court to compel responses.

Sent via [BlackBerry Hub+ Inbox for Android](#)

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**From:** [matthew@winteryear.com](mailto:matthew@winteryear.com)  
**Sent:** November 3, 2025 11:26 PM  
**To:** [KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)  
**Subject:** RE: Walsh v. Rokoko Electronics

We can certainly meet and confer, however, an agreement on what you will produce should be in writing as I went back through your RFP responses and see one boilerplate objection after another.

Again, I am requesting a simple list of which items you will agree to produce, or which ones you will not.

I am not going to continue wading through the same 90 pages of objections looking for flakes of gold, praying to find something substantial you say you've said but I have yet to discover.

Please provide me a simple list:

RFP #1 – Yes or No

RFP #2 – Yes or No

RFP #3 – Yes or No

RFP #4 – Yes or No

---

**From:** Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>

**Sent:** Monday, November 3, 2025 4:30 PM

**To:** [matthew@winteryear.com](mailto:matthew@winteryear.com); Valencia, Heather R. <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>

**Cc:** Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>

**Subject:** RE: Walsh v. Rokoko Electronics

Mr. Walsh:

We have identified the RFPs that Rokoko has agreed to produce documents to in Rokoko's written responses and subject to a protective order. The other RFPs are objectionable for the reasons we have stated in our written responses. Again, if you would like to meet and confer over those RFPs to address the objections, we will make ourselves available.

**Katherine J. Ellena** | Senior Associate

[kellena@reedsmith.com](mailto:kellena@reedsmith.com)

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[213.457.8000](tel:213.457.8000) | Fax: [213.457.8080](tel:213.457.8080)

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Philadelphia | Pittsburgh | Princeton | Richmond | San Francisco | Shanghai | Silicon Valley | Singapore | Tysons |  
Washington DC | Wilmington

---

**From:** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>

**Sent:** Monday, November 3, 2025 4:28 PM

**To:** Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>; Valencia, Heather R. <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>

**Cc:** Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>

**Subject:** RE: Walsh v. Rokoko Electronics

**External E-Mail - FROM** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>

---

Can you also provide me with a list prior of the RFP's in which you intend to produce and which ones you do not intend to produce?

I'd not be willing to entertain or allow any protective order, if it will just simply end up that I get nothing in the end and now a protective order exists. There needs to be some give and take here and so far there has been no give from Rokoko.

---

**From:** Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>

**Sent:** Monday, November 3, 2025 4:23 PM

**To:** [matthew@winteryear.com](mailto:matthew@winteryear.com); Valencia, Heather R. <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>

Cc: Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>

Subject: RE: Walsh v. Rokoko Electronics

We will provide a proposed stipulation re: protective order for your review.

**Katherine J. Ellena** | Senior Associate  
[kellena@reedsmith.com](mailto:kellena@reedsmith.com)

**ReedSmith** LLP

515 Flower St., Suite 4300 | Los Angeles, CA 90071 | Direct: [213.457.8254](tel:213.457.8254) | Cell: [424.302.1476](tel:424.302.1476) | Reception: [213.457.8000](tel:213.457.8000) | Fax: [213.457.8080](tel:213.457.8080)

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**From:** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>

**Sent:** Monday, November 3, 2025 4:22 PM

**To:** Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>; Valencia, Heather R. <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>

**Cc:** Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>

**Subject:** RE: Walsh v. Rokoko Electronics

**External E-Mail - FROM** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>

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My notes indicate otherwise. Rokoko is the only party seeking a protective order. I indicated I am generally opposed to some things being under a protective order, while understanding the others.

My notes further state that we agreed I would provide the proposed ESI protocol as I have the deeper demands thereof.

Should Rokoko be the demanding party requiring a protective order, they should author that order.

Thanks  
Matt

---

**From:** Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>

**Sent:** Monday, November 3, 2025 4:19 PM

**To:** [matthew@winteryear.com](mailto:matthew@winteryear.com); Valencia, Heather R. <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>

**Cc:** Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>

**Subject:** RE: Walsh v. Rokoko Electronics

Mr. Walsh:

Rokoko has set forth its objections to the discovery that you have propounded in its written responses to the discovery on October 10<sup>th</sup>. If you would like to meet and confer over those responses, we will be available to do so when you are ready and pursuant to the Court's meet and confer requirements, including L.R. 37.

As for Rokoko's document production, as was explained in Rokoko's October 10<sup>th</sup> responses and as I further explained to you during our call last Thursday, Rokoko will not produce documents until a protective order governing discovery is in place. You stated that you would provide a proposed protective order for our review. You sent a proposed ESI protocol on Saturday, which we are still reviewing, but I have not seen a proposed protective order yet. Let me know if you would prefer that we send one to you for review.

**Katherine J. Ellena** | Senior Associate  
[kellena@reedsmith.com](mailto:kellena@reedsmith.com)

**ReedSmith** LLP

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**From:** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>

**Sent:** Monday, November 3, 2025 4:14 PM

**To:** Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>; Valencia, Heather R. <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>

**Cc:** Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>

**Subject:** RE: Walsh v. Rokoko Electronics

---

**External E-Mail - FROM** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>

You blanket objected to essentially everything and have produced nothing.

In the event that e-mail has failed us:

Please provide me with evidence to the contrary showing me where a single document has been produced.

Please provide me with evidence to the contrary showing me where a single interrogatory was answered beyond objection.

Thank you  
Matthew R. Walsh

---

**From:** Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>

**Sent:** Monday, November 3, 2025 4:13 PM

**To:** [matthew@winteryear.com](mailto:matthew@winteryear.com); Valencia, Heather R. <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>

**Cc:** Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>

**Subject:** RE: Walsh v. Rokoko Electronics

Mr. Walsh:

We disagree that you have not received substantive responses to the discovery that you propounded. Rokoko served responses on October 10, 2025. If you would like to meet and confer regarding Rokoko's discovery responses pursuant to the Central District Local Rules, we will make ourselves available to do so.

Regards,

**Katherine J. Ellena** | Senior Associate  
[kellena@reedsmith.com](mailto:kellena@reedsmith.com)

**ReedSmith** LLP

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**From:** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>  
**Sent:** Monday, November 3, 2025 4:06 PM  
**To:** Valencia, Heather R. <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>  
**Cc:** Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>; Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>  
**Subject:** RE: Walsh v. Rokoko Electronics

**External E-Mail - FROM** [matthew@winteryear.com](mailto:matthew@winteryear.com) <[matthew@winteryear.com](mailto:matthew@winteryear.com)>

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Thank you.

Counsel,

As of today, I have not received any substantive discovery responses or documents from your side; and you have sought to block all third party subpoenas.

However, I see that you are requesting significant information from me which is inequitable and largely disfavored by established law.

Given this, I would like to know how we can resolve this issue and move forward in a manner that complies with the discovery process.

Please advise how you propose to resolve this matter.

Thank you,

Matthew R. Walsh

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**From:** Valencia, Heather R. <[HValencia@ReedSmith.com](mailto:HValencia@ReedSmith.com)>  
**Sent:** Monday, November 3, 2025 2:48 PM  
**To:** [matthew@winteryear.com](mailto:matthew@winteryear.com)  
**Cc:** Ellena, Katherine J. <[KEllena@reedsmith.com](mailto:KEllena@reedsmith.com)>; Galibois, Michael B. <[MGalibois@reedsmith.com](mailto:MGalibois@reedsmith.com)>; Graue, Emily H. <[EGraue@reedsmith.com](mailto:EGraue@reedsmith.com)>  
**Subject:** Walsh v. Rokoko Electronics

Good afternoon,

please see the attached documents.

**DEFENDANT ROKOKO ELECTRONICS' FIRST SET OF INTERROGATORIES TO PLAINTIFF MATTHEW R. WALSH**  
**DEFENDANT ROKOKO ELECTRONICS' FIRST SET OF REQUESTS FOR PRODUCTION TO PLAINTIFF MATTHEW R. WALSH**

Thank you,

*Heather Valencia*

Assistant to Katherine J. Ellena

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RSUSv12021

# **EXHIBIT I**

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10 *Attorneys for Defendant,*  
Rokoko Electronics

11  
12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 MATTHEW R. WALSH

15 Plaintiff,

16 vs.

17 ROKOKO ELECTRONICS, and  
DOES 1 through 50, inclusive,

18 Defendant.  
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Case No.: 2:25-cv-05340-ODW-RAO

[Assigned to Hon. Otis D. Wright, II,  
Courtroom 5D; Hon. Rozella A. Oliver,  
Courtroom 590]

**JOINT STIPULATION ON  
DEFENDANT ROKOKO  
ELECTRONICS' MOTION TO  
COMPEL RESPONSES TO FIRST  
SET OF WRITTEN DISCOVERY  
PROPOUNDED ON PLAINTIFF  
AND FOR PRODUCTION OF  
DOCUMENTS**

[Concurrently filed with Declaration of  
Katherine Ellena]

**State Court Action Filed:** May 12, 2025  
**Removal Date:** June 12, 2025  
**Discovery Cutoff:** August 10, 2026  
**Pre-Trial Conference:** February 8, 2027  
**Trial Date:** March 9, 2027

**Hearing Date:** February 4, 2026  
**Time:** 10:00 a.m.  
**Department/Judge:** Hon. Oliver,  
Courtroom 590

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1 Pursuant to Local Rule 37-2, Defendant Rokoko Electronics (“Rokoko”) and  
2 Plaintiff Matthew R. Walsh (“Mr. Walsh”) respectfully submit this joint stipulation  
3 regarding Rokoko’s Motion to Compel Responses to First Set of Written Discovery  
4 Propounded on Plaintiff and for Production of Documents (the “Motion”).

5 Pursuant to Local Rule 37-2.1, a copy of the Order establishing the initial case  
6 schedule in this action, which has not been amended, is attached as **Exhibit A** to the  
7 Declaration of Katherine J. Ellena (“Ellena Decl.”).

8 **I. INTRODUCTORY STATEMENTS**

9 **A. Rokoko’s Introductory Statement**

10 This action arises out of Mr. Walsh’s purchase of Rokoko’s Smartsuit Pro and  
11 Smartgloves in 2020 for the production of his videogame. Rokoko disputes Mr.  
12 Walsh’s claims. The original complaint asserted fourteen causes of action, including  
13 for tortious interference, violation of California’s Song-Beverly Consumer Warranty  
14 Act, false advertising, violations of UCL and CLRA, misappropriation and  
15 infringement, “unconscionable contract terms”, “illegal deployment of code and  
16 privacy violations”, and fraud. On December 22, 2025, the Court granted Rokoko’s  
17 motion to dismiss and gave Mr. Walsh leave to amend some of his causes of action. On  
18 December 24, 2025, Mr. Walsh filed an amended complaint asserted five causes of  
19 action: (1) tortious interference with prospective economic advantage; (2)  
20 misappropriation of intellectual property; (3) intellectual property infringement; (4) a  
21 violation of the Digital Millennium Copyright Act (“DMCA”) and (5) a newly-asserted  
22 RICO cause of action.

23 On November 3, 2025, Rokoko propounded its First Set of Requests for  
24 Production (the “RFPs”) and First Set of Interrogatories (the “Interrogatories,” and  
25 together with the RFPs, the “Requests”) to Mr. Walsh. (Ellena Decl., Exs. C & D.)  
26 Therein, Rokoko propounded sixty (60) RFPs and ten (10) Interrogatories. (*Id.*) Mr.  
27 Walsh refused to respond to the Requests on the grounds that Rokoko had violated  
28

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1 Local Rules 33-1 and 34-1<sup>1</sup> and, because of that, claimed he could not “accept improper  
2 documents as properly served.” (Ellena Decl., Ex. B.) Though the last two RFPs  
3 contained an small, inadvertent typographical error in their numbering (the last two  
4 RFPs were labeled as RFP Nos. 52 and 53 instead of 59 and 60), counsel for Rokoko  
5 has explained its position to Mr. Walsh that the typographical error does not permit Mr.  
6 Walsh to refuse to respond to the Requests whole cloth. (Ellena Decl., ¶ 8, Ex. F.)

7         Nevertheless, Mr. Walsh failed to provide timely written responses to the  
8 Requests within 30 days of service (i.e. by December 3, 2025) pursuant to F.R.C.P.  
9 Rule 33(b)(2) and Rule 34(b)(2). (Ellena Decl., ¶ 7.) On December 10, 2025, Rokoko  
10 sent Mr. Walsh a meet and confer letter pursuant to L.R. 37-1. (Ellena Decl., ¶ 8, Ex.  
11 E.) On December 11, 2025, in a good faith effort to resolve the dispute, Rokoko agreed  
12 to provide Mr. Walsh with a more than two-week extension to respond to the  
13 Requests—to December 19, 2025. (Ellena Decl., ¶ 8, Ex. F.)

14         During a December 16, 2025 meet and confer teleconference during which the  
15 parties discussed the Requests, Mr. Walsh took the position that L.R. 33-1 and 34-1  
16 require all discovery requests to be sequentially numbered regardless of the discovery  
17 medium (*i.e.*, instead of numbering the Interrogatories beginning with No. 1, Mr.  
18 Walsh’s position is that the Interrogatories should have been numbered with the next  
19 sequential number following the last RFP). (Ellena Decl., ¶ 10, Ex. G.) Mr. Walsh  
20 appears to be taking the position that the Local Rules require that *all* discovery requests  
21 (*i.e.*, interrogatories, requests for production, and requests for admission), are required  
22 to share a single sequential numbering system. In Mr. Walsh’s view, it is error to serve  
23 both “Request for Production No. 1” and “Interrogatory No. 1” because Local Rules  
24 33-1 and 34-1 prohibit “repeating” numbers. Counsel for Rokoko explained to Mr.

25  
26 <sup>1</sup> See L.R. 33-1 (“Interrogatories shall be numbered sequentially without repeating the  
27 numbers used on any prior set of interrogatories propounded by that party” *and* L.R.  
28 34-1 (“Requests for production shall be numbered sequentially without repeating the  
numbers used on any prior set of requests for production propounded by that party”).

1 Walsh why that is incorrect and reiterated Rokoko’s request for written responses by  
2 December 19, 2025. (Ellena Decl., ¶ 10.) As of the filing of this joint stipulation, Mr.  
3 Walsh has still not provided written responses to the Requests or produced any  
4 documents.

5 Mr. Walsh should not be rewarded for his delays and gamesmanship, particularly  
6 on simple discovery seeking information related to Mr. Walsh’s own allegations.  
7 Accordingly, Rokoko requests an order compelling Mr. Walsh to (1) provide written  
8 responses to the Requests and (2) produce all documents responsive to Rokoko’s RFPs.

9 **B. Mr. Walsh’s Introductory Statement**

10 **[For Walsh]**

11  
12 **II. ISSUES IN DISPUTE**

13 **A. Rokoko’s Position Regarding Rokoko’s First Set of Requests for**  
14 **Production and Interrogatories.**

15 On November 3, 2025, Rokoko propounded its first set of RFPs and  
16 Interrogatories on Mr. Walsh. (Ellena Decl., Ex. C, D.) Mr. Walsh refused to provide  
17 written responses or produce any responsive documents on the grounds that the RFPs  
18 and Interrogatories were not sequentially numbered in compliance with Local Rule 34-  
19 1. (Ellena Decl., ¶ 7, Ex. F.) The basis for Mr. Walsh’s position appears to be an  
20 inadvertent typographical error in which the numbering for RFP Nos. 59 and 60 were  
21 labeled as RFP Nos. 52 and 53 instead.<sup>2</sup> (Ellena Decl., Exs. C & D.) Notwithstanding  
22 Rokoko’s position that such typographical error does not permit Mr. Walsh to ignore  
23 the Requests altogether, Rokoko granted Mr. Walsh an extension to respond to the RFPs  
24 and Interrogatories by December 19, 2025 in good faith. (Ellena Decl., ¶ 8, Ex. 8.) To  
25 date, and following Rokoko’s efforts to meet and confer with Mr. Walsh regarding this  
26

27 \_\_\_\_\_  
28 <sup>2</sup> There is no such typographical error in the numbering of the Interrogatories. (See  
Ellena Decl., Ex. D.)

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1 dispute both through correspondence and teleconference, Mr. Walsh has refused to  
2 provide written responses or produce documents. (Ellena Decl., ¶ 10.)

3 The typographical error identified in the RFPs by Mr. Walsh is not a basis to fail  
4 to respond to the Requests entirely or produce responsive documents. “Interrogatories  
5 and requests for production should not be read or interpreted in an artificially restrictive  
6 or hypertechnical manner to avoid disclosure of information fairly covered by the  
7 discovery request, and to do so is subject to appropriate sanctions under subdivision  
8 (a).” F.R.C.P. 37, Notes of Advisory Committee on 1993 Amendments to Rules.<sup>3</sup>

9 Moreover, Mr. Walsh’s complete refusal to respond should be deemed a waiver  
10 of any objections. It is well settled that “failure to object to discovery requests within  
11 the time required constitutes a waiver of any objection.” *Richmark Corp. v. Timber*  
12 *Falling Consultants*, 959 F.2d 1468, 1473 (9th Cir. 1992); *see also Bryant v. Armstrong*,  
13 285 F.R.D. 596, 602 (S.D. Cal. 2012). Thus, “if a party fails to file timely objections  
14 to discovery requests, such a failure constitutes a waiver of any objections which a party  
15 might have to the requests[,]” and “the court will not consider any objections that were  
16 not asserted in the responding party’s original discovery responses.” *Ramirez v. County*  
17 *of Los Angeles*, 231 F.R.D. 407, 410 (C.D. Cal. 2005) (cleaned up). Parties must  
18 respond to each individual discovery requests, rather than simply refuse to respond  
19 outright. F.R.C.P. Rule 33(b)(2)(B); Rule 34(b)(2)(B).

20 Mr. Walsh not only failed to provide written responses within thirty days but also  
21 refused to respond despite Rokoko’s willingness to provide a more than two week  
22 extension of time. Any objections have therefore been waived.

23 Accordingly, Rokoko respectfully requests that this Court overrule Mr. Walsh’s  
24 objections and order Mr. Walsh to (1) provide written responses to the RFPs and  
25 Interrogatories and (2) produce all responsive documents.

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28 <sup>3</sup> For the same reasons, Plaintiff may not refuse to respond on the [erroneous] belief that  
the RFPs are not sequentially numbered in compliance with Local Rule 34-1.

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**B. Mr. Walsh’s Position Regarding Rokoko’s First Set of Requests for Production and Interrogatories.**

**[For Walsh]**

Dated: January 6, 2026

REED SMITH LLP

---

Katherine J. Ellena  
Michael B. Galibois (*pro hac vice*)  
Emily Graue (*pro hac vice*)

*Attorneys for Defendant*  
Rokoko Electronics

Dated: January 6, 2026

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Matthew R. Walsh  
Plaintiff *in pro per*

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