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

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

15 MATTHEW R. WALSH

16 Plaintiff,

17 vs.

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

19 Defendant.
20

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

[Assigned to Hon. Rozella A. Oliver,
Courtroom 590]

**DECLARATION OF KATHERINE
ELLENA IN SUPPORT OF
DEFENDANT ROKOKO
ELECTRONICS' OPPOSITION TO
PLAINTIFF'S SECOND MOTION
FOR SANCTIONS**

Date: February 4, 2026
Time: 11:00 a.m.
Place: Courtroom 590

[Concurrently Filed With Opposition to
Plaintiff's Second Motion for Sanctions]

State Court Action Filed: May 12, 2025
Removal Date: June 12, 2025
Trial Date: March 9, 2027

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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 Rokoko’s Opposition to Plaintiff’s Second Motion for Sanctions (the “Motion”).

3. I am an attorney who has been licensed to practice in the State of California since December 5, 2018. I was admitted to practice in the Central District of California on or about January 28, 2019.

4. On October 10, 2025, my office served written responses and objections to Plaintiff’s discovery requests on behalf of Rokoko.

5. Since then, Plaintiff has not met and conferred pursuant to Local Rule 37 regarding the responses.

6. Plaintiff filed a motion to compel further responses to Rokoko’s discovery responses on the same day that the responses were served.

7. Plaintiff requested information about Rokoko’s terms in his Second Set of Requests for Production, which Rokoko stated it would provide following the entry of a protective order. Attached herewith as **Exhibit A** is a true and correct copy of those responses.

8. On October 30, 2025, I took part in a Rule 26(f) conference with Plaintiff. A prior Rule 26(f) conference had been scheduled but was taken off calendar.

9. Following the Rule 26(f) conference, on November 7, 2025, I sent Plaintiff Rokoko’s portion of the joint Rule 26(f) report with Rokoko’s sections completed. Attached herewith as **Exhibit B** is a true and correct copy of that email correspondence.

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Exhibit A

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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 In Pro Per,
16 vs.
17 ROKOKO ELECTRONICS, and DOES 1
18 THROUGH 50, inclusive)
19 Defendant

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

Before: Hon. Otis D. Wright II
Courtroom 5D

**DEFENDANT ROKOKO
ELECTRONICS' RESPONSES AND
OBJECTIONS TO PLAINTIFF'S
SECOND SET OF REQUESTS FOR
PRODUCTION**

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1 PROPOUNDING PARTY: Plaintiff MATTHEW R. WALSH
2 RESPONDING PARTY: Defendant ROKOKO ELECTRONICS
3 SET NO.: TWO (2)

4 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendant
5 Rokoko Electronics (“Defendant” or “Rokoko”) hereby makes the following responses
6 (“Responses”) to Plaintiff Matthew R. Walsh’s (“Plaintiff”) Second Set of Requests for
7 Production.

8 **PRELIMINARY STATEMENT**

9 This matter is in the early stages of discovery, and Defendant has not completed
10 its investigation into this matter. Defendant therefore reserves the right to supplement,
11 amend, or revise these Responses as additional information becomes available. The
12 following Responses are subject to all objections if such statements are offered in court,
13 and all such objections are reserved and may be interposed at the time of trial or at any
14 other time. Accordingly, Defendant provides this Response without prejudice to its right
15 to use or produce at a later date evidence of any subsequently discovered documents,
16 facts, or interpretations thereof. The fact that Defendant has answered any Request is
17 not intended nor shall be construed to be a waiver by it of all or any part of any objection
18 to any request.

19 Defendant makes no incidental or implied admissions by this Response.
20 Accordingly, Plaintiff shall not construe Defendant’s Response or objections to any
21 request as Defendant’s admissions that it accepts or admits the existence of any facts
22 assumed by the request, and Plaintiff shall not construe Defendant’s Response or
23 objection as admissible of evidence of any such assumed facts.

24 **GENERAL OBJECTIONS**

25 Any document provided in Response to Plaintiff’s Requests for Production of
26 Documents is subject to any and all objections regarding the document’s competence,
27 relevance, materiality, propriety, and admissibility. Defendant preserves these
28 objections and other objections not stated herein that would support the exclusion of

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1 any document that is produced in discovery and later offered into evidence any time
2 during this action. Defendant may interpose objections to the evidentiary use of any
3 such document at any time during this action, including prior to and/or during the trial
4 of this case.

5 To the extent any Request may be construed as seeking the disclosure of
6 privileged or immune information, including without limitation, information subject to
7 the attorney-client privilege and/or the attorney work product doctrine, Rokoko hereby
8 claims such privileges and/or immunities and objects to the Requests on those grounds.
9 Further, Rokoko objects to any Request to the extent it calls for information that is
10 subject to and protected by any other statutory and/or common-law privilege.
11 Inadvertent disclosure of information subject to any privilege does not waive the
12 privilege as to other information and/or documents regarding the same subject or
13 content and does not waive Rokoko's right to object to the introduction of such
14 privileged information and/or documents regarding the same subject or content and
15 does not waive Rokoko's right to object to the introduction of such privileged
16 information and/or documents into evidence.

17 To the extent these Requests demand the disclosure of information concerning
18 the legal basis of its defense, Rokoko objects on the grounds that these Requests call
19 for mental impressions, conclusions, opinions, and/or legal theories of Rokoko's
20 attorneys.

21 Rokoko objects to these Requests on the grounds that they seeks the disclosure
22 of confidential commercial and/or proprietary information protected by the right of
23 privacy, the trade secret privilege, and/or any other applicable protection. Rokoko
24 objects to producing such information unless and until such production is subject to a
25 suitable protective order entered in this case. Rokoko objects to the production of any
26 information and/or documents that are subject to a confidentiality agreement with a
27 third party or a court-ordered confidentiality agreement.

28

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1.

Produce all deeds, leases, floor plans and authenticated interior pictures sufficient to prove Rokoko’s “HQ” is in fact 886.4 square meters and staffed daily.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1.

In addition to the General Objections set forth above, Rokoko objects to the extent that this Request seeks information irrelevant to Plaintiff’s claims, and is therefore unduly burdensome, harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Rokoko further objects to this extent that the Request is vague and ambiguous as phrased, insofar as it presumes that such documents proving the square footage and staffing are in the possession, custody, or control of Rokoko. Rokoko further objects to this extent that this Request is overbroad as to scope and time.

REQUEST FOR PRODUCTION NO. 2.

Produce all deeds, leases, floor plans and authenticated interior pictures for the basement unit.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2.

In addition to the General Objections set forth above, Rokoko objects that to this extent this Request seeks information irrelevant to Plaintiff’s claims, and is therefore unduly burdensome, harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Rokoko further objects to this extent that the Request for “all” documents without limitation to scope or time is impermissibly broad. Rokoko further objects to this extent that this Request is vague and ambiguous with respect to the term “basement unit,” such that Rokoko is unable to ascertain what documents would be responsive to this Request.

REQUEST FOR PRODUCTION NO. 3.

Produce the most recent bank statement for each of the following entities: Rokoko Electronics Inc., Rokoko LLC (Delaware), Rokoko Care ApS, Rokoko Electronics ApS, CoCo Care ApS, and any subsidiary, affiliate, or successor thereof.

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1 Each statement must show, at minimum, the financial institution name, account type,
2 account number (last four digits), and current balance of every account held. This
3 request cannot be satisfied by an assertion that no such statement exists, as a statement
4 necessarily exists for any active account.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3.**

6 In addition to the General Objections set forth above, Rokoko objects to this
7 extent that this request is unduly burdensome and harassing insofar as it seeks and
8 confidential financial information. Rokoko further objects to the extent that the Request
9 seeks documents that are neither relevant to the subject matter of this action nor
10 reasonably calculated to lead to the discovery of admissible evidence. Rokoko further
11 objects to this extent that this Request seeks the production of confidential financial
12 documents and information regarding non-parties to this litigation.

13 **REQUEST FOR PRODUCTION NO. 4.**

14 Produce all documents sufficient to identify each attorney of record for
15 Defendant who possesses technical expertise enough to testify in any of the following
16 subject areas: C# programming; C/C++ programming; microcontroller development;
17 multi-threading; parallel development; man-in-the-middle (MITM) attacks; packet
18 sniffing; computer networking; metadata extraction; binary executable decompilation;
19 reverse engineering; systems architecture and design; Microsoft Intermediate Language
20 (MSIL); source code obfuscation or deobfuscation; and knowledge of protocols
21 including, but not limited to, HTTP, HTTPS, WebSockets, TCP/IP, and UDP. Such
22 documents shall include, without limitation, resumes, curricula vitae, professional
23 biographies, or other materials sufficient to show the claimed expertise; if none – simply
24 mark “No experience”.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4.**

26 In addition to the General Objections set forth above, Rokoko objects to this
27 extent that this Request is vague and ambiguous such that categories of documents
28 responsive to this Request cannot be identified. Rokoko further objects to the extent that

1 this Request seeks the production of documents protected by the attorney-client
2 privilege, work product privilege, or other applicable privilege. Rokoko further objects
3 to this extent this Request is unduly burdensome and harassing. Rokoko further objects
4 to the extent that the Request seeks documents that are neither relevant to the subject
5 matter of this action nor reasonably calculated to lead to the discovery of admissible
6 evidence.

7 **REQUEST FOR PRODUCTION NO. 5.**

8 Produce all intercompany agreements, loans, or transfers between Rokoko
9 Electronics Inc., Rokoko LLC, Rokoko Care ApS, and related entities, sufficient to
10 show commingling of funds and alter ego operation.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5.**

12 In addition to the General Objections set forth above, Rokoko objects to the
13 extent that this Request is overbroad, vague, and ambiguous. Rokoko further objects
14 that the Request for “all” documents, without limitation to scope or time, is not
15 reasonably tailored to lead to the discovery of admissible evidence. Rokoko further
16 objects to the extent that this Request seeks confidential information in which Rokoko
17 and/or third parties may have proprietary and/or privacy rights. Rokoko further objects
18 to the extent that this Request is vague and ambiguous with respect to the terms
19 “commingling” and “alter ego.” Rokoko further objects to the extent that this Request
20 merely seeks to uncover private financial data unrelated to the litigation at hand, and is
21 therefore unduly burdensome and harassing. Rokoko further objects to the extent that
22 the Request seeks documents that are neither relevant to the subject matter of this action
23 nor reasonably calculated to lead to the discovery of admissible evidence.

24 **REQUEST FOR PRODUCTION NO. 6.**

25 Produce all communications, drafts, or postings made by Defendant, its
26 employees, agents, or counsel concerning Plaintiff or this litigation on Reddit, Discord,
27 or any other online forum.

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1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6.**

2 In addition to the General Objections set forth above, Rokoko objects to the
3 extent that this Request for “all communications, drafts, or postings” without limitation
4 to scope or time is impermissibly overbroad and not reasonably tailored to lead to the
5 discovery of admissible evidence. Rokoko further objects to the extent that this Request
6 is vague and ambiguous with respect to the terms “communications,” “drafts,”
7 “postings,” and “online forum.” Rokoko further objects to the extent that this Request
8 seeks documents that are not in Rokoko’s possession, custody, or control. Rokoko
9 further objects to this Request to the extent that it seeks the discovery of publicly
10 available documents or documents that are equally accessible to Plaintiff, rendering this
11 Request harassing and unduly burdensome. Rokoko further objects to the extent that
12 the Request seeks documents that are neither relevant to the subject matter of this action
13 nor reasonably calculated to lead to the discovery of admissible evidence.

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

15 Produce all communications, support tickets, or refund requests from 2020 to
16 present concerning the following issues: sensor failures, malfunctioning sensors,
17 firmware issues, wiring issues, or complete suit failures.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7.**

19 In addition to the General Objections set forth above, Rokoko objects that the
20 Request for “all communications” is impermissibly broad. Rokoko further objects to
21 the extent that this Request seeks confidential information in which Rokoko and/or third
22 parties may have proprietary, trade secret and/or privacy rights. Rokoko further objects
23 to the Request to the extent it calls for the disclosure of privileged or protected
24 information, including without limitation, information subject to the attorney-client
25 privilege, attorney work product doctrine, or any other statutory or common-law
26 privilege. Rokoko further objects to the extent that the Request seeks documents that
27 are neither relevant to the subject matter of this action nor reasonably calculated to lead
28 to the discovery of admissible evidence.

1 **REQUEST FOR PRODUCTION NO. 8.**

2 Produce all communications from customers, vendors, or partners that reference
3 Defendant’s changes to its Terms and Conditions in or about March 2025, including but
4 not limited to references to monetization of user intellectual property, collection of user
5 intellectual property, or resale of user intellectual property to third parties.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8.**

7 In addition to the General Objections set forth above, Rokoko objects that the
8 Request for “all communications” is impermissibly broad. Rokoko further objects to
9 the extent this Request seeks confidential information in which Rokoko and/or third
10 parties may have proprietary and/or privacy rights. Rokoko further objects to the
11 Request to the extent it calls for the disclosure of privileged or protected information,
12 including without limitation, information subject to the attorney-client privilege,
13 attorney work product doctrine, or any other statutory or common-law privilege.
14 Rokoko further objects to the extent that this Request is unduly burdensome and not
15 reasonably tailored to lead to the discovery of admissible evidence. Rokoko further
16 objects to the extent that the Request seeks documents that are neither relevant to the
17 subject matter of this action nor reasonably calculated to lead to the discovery of
18 admissible evidence.

20 DATED: October 10, 2025

REED SMITH LLP

22 By: /s/ Katherine J. Ellena
Katherine J. Ellena
23 Michael Galibois (*pro hac vice*)
Emily Graue (*pro hac vice*)

24 *Attorneys for Defendant*
25 *Rokoko Electronics*

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VERIFICATION

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I, Mikkel Overby, declare:

I am the CFO and COO for Rokoko Electronics, Inc. and hereby affirm that I am authorized to make this verification on behalf of Rokoko. The information contained within **DEFENDANT ROKOKO ELECTRONICS’ RESPONSES AND OBJECTIONS TO PLAINTIFF’S SECOND SET OF REQUESTS FOR PRODUCTION** are true and correct to the best of my personal knowledge, information, and/or belief, based upon my own information and information given to me by others after reasonable investigation. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Rokoko reserves the right to make any changes in the responses if it appears at any time that omissions or errors have been made therein or that more accurate information is available.

DATED: October 10, 2025



Mikkel Overby

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CERTIFICATE OF SERVICE

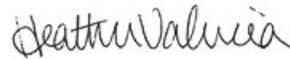
I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, 515 South Flower Street, Suite 4300, Los Angeles, CA 90071. On October 10, 2025, I served the following document(s) by the method indicated below:

DEFENDANT ROKOKO ELECTRONICS' RESPONSES AND OBJECTIONS TO PLAINTIFF'S SECOND SET OF REQUESTS FOR PRODUCTION

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 October 10, 2025, at Los Angeles, California.



Heather Valencia

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Exhibit B

Graue, Emily H.

From: Ellena, Katherine J.
Sent: Friday, November 7, 2025 11:15 AM
To: Matthew R. Walsh (Winteryear Studios)
Cc: Galibois, Michael B.; Graue, Emily H.; Gorospe, Valentino
Subject: Rokoko - Joint Rule 26(f) Report.docx
Attachments: 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

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Washington DC | Wilmington

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15 *Attorneys for Defendant,*
Rokoko Electronics

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17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 MATTHEW R. WALSH

20 Plaintiff,

21 vs.

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

23 Defendant.
24

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

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

**JOINT RULE 26(F) REPORT AND
DISCOVERY PLAN**

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

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1 Plaintiff Matthew R. Walsh (“Mr. Walsh”) and Defendant Rokoko Electronics
2 (“Rokoko”), respectfully submit the following Joint Case Management Report and
3 Discovery Plan (the “Report”) pursuant to Federal Rule of Civil Procedure 26(f) and
4 this Court’s Order Setting Case Management Conference, dated September 9, 2025.

5 **JOINT RULE 26(f) REPORT**

6 Plaintiff and Counsel for Rokoko held a videoconference on October 30, 2025 to
7 discuss the items addressed herein and to prepare the Report. Attending were Mr.
8 Walsh, on behalf of himself, and Michael Galibois and Katherine Ellena, on behalf of
9 Rokoko.

10 **1. Synopsis of the Case, Claims and Defenses**

11 **Plaintiff’s Statement of the Case:**

12 **(synopsis)** A synopsis of the case has previously been filed (Dkt #73, attachment
13 2). However, in short summation, not to be considered binding, waiver or a limitation
14 of any kind: “*Defendant (first) sold motion capture equipment to Plaintiff, then*
15 *(second) intentionally destroyed it [as planned obsolescence] while (third) refusing*
16 *repair for about seven months; demanding new upgrade purchase instead which*
17 *(fourth) halted his video game project; all while (fifth) Defendant had been secretly*
18 *taking and selling Plaintiff’s intellectual property with no legal rights to do so for years.*
19 *(sixth) Defendant used Plaintiff’s intellectual property to develop CoCo care and*
20 *further continued to use and provide that intellectual property to investors (who*
21 *invested for this sole purpose) and sell it to third parties for profit without prior*
22 *authorization or notice. (seventh) Defendant retroactively granted themselves IP rights*
23 *using (eighth) a new, unilateral user agreement which Plaintiff never accepted. (ninth)*
24 *Their source code automatically marks that the user consented even if they did not. (as*
25 *a result) Defendant halted Plaintiff’s Nintendo®, Valve® and Sony® video game deal,*
26 *collector box sets, two book releases, a potential TV streaming series and*
27 *merchandising IP franchise and has been severely harmed, with ongoing harm*
28 *occurring daily.” **(first)** Plaintiff seeks money damages against Defendant for **(a)***

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1 willful DMCA violations, (b) tortious interference, (c) violations of Song-Beverly (d)
2 False Advertising (e) Deceptive Business Practices (f) Unfair Competition (g) CLRA
3 violations (h) Intellectual Property misappropriation (i) Intellectual Property
4 Infringement (j) Illegal deployment of code & privacy violations (k) Fraudulent
5 Inducement to Contract and Purchase (l) Fraudulent misrepresentation (m) Punitive
6 damages arising from actions and behaviors in this case.
7 (second) Plaintiff also seeks from the onset of the Complaint, the Court’s answer to
8 whether or not Defendant’s terms and conditions contain ‘unconscionable contract
9 terms’ for public interest.

10 **Defendant’s Statement of the Case:**

11 This action arises out of Mr. Walsh’s purchase of Rokoko’s Smartsuit Pro and
12 Smartgloves in 2020 for the production of his videogame and Mr. Walsh’s allegations
13 that Rokoko refused to provide him with replacement hardware or parts for the products
14 after he complained that they were defective. Rokoko disputes Mr. Walsh’s claims.
15 The Complaint asserts fourteen causes of action, including for tortious interference,
16 violation of California’s Song-Beverly Consumer Warranty Act, false advertising,
17 violations of UCL and CLRA, misappropriation and infringement, “unconscionable
18 contract terms”, “illegal deployment of code and privacy violations”, and fraud.

19 Rokoko filed a motion to dismiss all of Mr. Walsh’s causes of action, which is
20 currently pending before this Court, on several bases, including:

- 21 • Mr. Walsh has not pled the existence of a valid contract that was tortiously
- 22 interfered with or that Rokoko interfered with the intent to disrupt any such
- 23 contract;
- 24 • California’s Song-Beverly Consumer Warranty Act does not apply to this
- 25 dispute as a matter of law because Mr. Walsh purchased Rokoko’s
- 26 products for a commercial use and, in any event, the claim is time-barred;
- 27 • There has been no false or misleading representation by Rokoko to Mr.
- 28 Walsh;

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- Mr. Walsh failed to comply with the CLRA’s pre-suit notice requirements, which are strictly construed; and
- Rokoko has not misappropriated or infringed upon any intellectual property.

2. Synopsis of Principal Legal Issues in the Case

Plaintiff’s Position:

Plaintiff seeks the Court to resolve answers to the following questions:

- a. Whether Defendant violated the Digital Millennium Copyright Act (DMCA).
- b. Whether Defendant *intentionally* violated the DMCA.
- c. Whether Defendant violated the Song-Beverly Consumer Warranty Act.
- d. Whether Defendant *intentionally* violated the Song-Beverly Consumer Warranty Act.
- e. Whether Defendant misappropriated Plaintiff’s intellectual property.
- f. Whether Defendant *intentionally* misappropriated Plaintiff’s intellectual property.
- g. Whether Defendant interfered with Plaintiff’s business and contractual relations.
- h. Whether Defendant *intentionally* interfered with Plaintiff’s business and contractual relations.
- i. Whether Defendant engaged in unfair, deceptive, or fraudulent business practices.
- j. Whether Defendant *intentionally* engaged in unfair, deceptive, or fraudulent business practices.
- k. Whether Defendant made false or misleading representations to induce purchase or continued use of its products or to investors.
- l. Whether Defendant illegally deployed code that collected or transmitted user data without consent.

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- 1 m. Whether Defendant illegally deployed code that allowed remote access to
- 2 Plaintiff's computer without consent.
- 3 n. Whether Defendant's conduct violated consumer protection and privacy laws.
- 4 o. Whether Defendant's revised user agreements are unconscionable or
- 5 unenforceable.
- 6 p. Whether Defendant engaged in harassment, defamation or coordinated it.
- 7 (amendment forthcoming)
- 8 q. Whether Defendant spoliated evidence.
- 9 r. Whether Defendant's conduct constitutes economic coercion.
- 10 s. Whether Defendant and the intended DOES engaged in predicate acts that
- 11 satisfy RICO.
- 12 t. Whether intended DOES knew, or should have known, of Defendant's
- 13 intention to misappropriate and infringe upon Plaintiff's intellectual property
- 14 before or during investment.
- 15 u. Whether Defendant's 90-pages of objections to discovery including RFA's
- 16 should be deemed accepted automatically.
- 17 v. Whether Corridor Digital is a component of Defendant's enterprise to induce
- 18 reliance on their products.
- 19 w. Whether Corridor Digital is a component of Defendant's enterprise to induce
- 20 new customers to become data harvesting sources.
- 21 x. Whether Corridor Digital and Defendant worked in concert to defame
- 22 Plaintiff while stating to the Court *they* were victims of harassment.
- 23 y. Whether Defendant's entirely U.S.-based infrastructure; while claiming
- 24 GDPR compliance on their website constitutes (a) a violation of GDPR or
- 25 other European privacy laws, or (b) an intentional design to evade those laws.
- 26 z. Whether Defendant or its counsel made materially false statements or
- 27 provided false instrumentation to the Court.
- 28

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1 **Defendant’s Position:**

2 The principle issues are set forth in Rokoko’s position above, as well as in its
3 Motion to Dismiss Mr. Walsh’s Complaint. Rokoko strongly disagrees with Mr.
4 Walsh’s position that the issues in this case concern defamation by Rokoko, spoliation,
5 RICO or GDPR violations, or false statements to this Court—none of which are
6 grounded in fact nor are they pled in Mr. Walsh’s Complaint.

7

8 **3. Additional Parties or Amendment of Pleadings**

9 **Plaintiff’s Position:**

10 Plaintiff may file an amended Complaint after receiving information through
11 discovery, however, at this time DOES 1 through 50 remain accounted for including
12 but not limited to Trifork, Naver-Z, Rokoko Electronics (Inc/ApS), CoCo Care, Jakob
13 Balslev, Mikkel Overby, Matias Sondergaard, Brett Bibby, Stefano Corazza, Jess
14 Tropp, KickAss Capital Holding ApS, VF Ventures, North-East Venture, Thomas Visti,
15 Trifork Group ApS, Polar Bear Family Office, Martin Hansen, Jesper Holmgaard,
16 Alexandar Korsgaard Bruun, Corridor Digital.

17 **Defendant’s Position:**

18 Rokoko objects to any motion by Mr. Walsh to add additional parties or to amend
19 the Complaint in this action.

20

21 **4. Contemplated Law and Motion**

22 **Plaintiff’s Position:**

23 Plaintiff intends to file a Motion for Summary Judgment or Motion for Summary
24 Adjudication at first opportunity.

25 **Defendant’s Position:**

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

1 Rokoko proposes the following dispositive motion schedule: Opening briefs shall be
2 filed no later than July 1, 2026, opposition briefs shall be filed no later than July 31,
3 2026, reply briefs shall be filed no later than August 31, 2026, and a hearing on any
4 dispositive motions scheduled for September 28, 2026.

5
6 **5. Discovery Plan**

7 The Parties agree no change should be made in the form or requirement for initial
8 disclosures under Rule 26(a). The Parties anticipate serving their initial disclosures by
9 November 13, 2025. The Parties also anticipate filing a Stipulated ESI Protocol and
10 Stipulated Protective Order with the Court for confidential proprietary information. The
11 Parties have begun propounding written discovery, including requests for admission,
12 document requests, and interrogatories.

13 The Parties anticipate conducting discovery into (1) Mr. Walsh’s video game
14 development; (2) Mr. Walsh’s purchases from Rokoko; and (3) the allegations in Mr.
15 Walsh’s Complaint.

16 After documents are produced and reviewed, depositions will commence. The
17 Parties are not at this time requesting any changes that should be made in the limitations
18 on discovery imposed by the Federal Rules of Civil Procedure or Local Rules. Under
19 Fed. R. Civ. P. 5(b)(2)(E), the Parties consent to service of documents by electronic
20 means (email). The Parties do not anticipate any issues pertaining to disclosure,
21 discovery, or the preservation of electronically stored information.

22
23 **6. Trial and Pre-Trial Dates**

24 Pursuant to the Court’s Scheduling and Case Management Order (Bench Trial),
25 the Parties jointly propose the following trial and pre-trial dates:

26 Last Date to Hear Motions to Amend Pleadings or Add Parties	Friday, December 12, 2025
27 Percipient/Fact Discovery Cutoff	Monday, August 10, 2026
28 Expert Discovery Cutoff	Friday, August 28, 2026

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1	Last Date to Conduct Settlement Conference	Monday, September 21, 2026
2	Last Date for Hearing Motions	Monday, September 28, 2026
3	Deadline to File:	Monday, November 9, 2026
4	<ul style="list-style-type: none"> • Proposed Pretrial Conference Order; 	
5	<ul style="list-style-type: none"> • Memoranda and Contentions of Fact and Law; 	
6	<ul style="list-style-type: none"> • Joint Witness List; 	
7	<ul style="list-style-type: none"> • Joint Exhibit List and Exhibit Stipulation; 	
8	<ul style="list-style-type: none"> • Proposed Finding of Fact and Conclusions of Law; 	
9	<ul style="list-style-type: none"> • Joint Report re: Settlement; 	
10	<ul style="list-style-type: none"> • Deposition Designations and Objections 	
11		
12	Deadline to File Motions in Limine	Wednesday, November 11, 2026
13	Pretrial Conference at 1:30 p.m.	Monday, November 16, 2026
14	Hearing on Motions in Limine at 1:30 p.m.	Monday, November 30, 2026
15	Last Date to File Final Trial Exhibit Stipulation	Wednesday, December 2, 2026
16	Bench Trial at 9:00 a.m.	Friday, December 11, 2026
17	Estimated Length:	

18

19 **7. Settlement Discussion**

20 **Plaintiff’s Position:**

21 Plaintiff sought a simple resolution for nearly seven months which are basic

22 Song-Beverly rights: parts, repair, or replacement. Defendant refused every time.

23 Plaintiff sent multiple draft complaints and each time a threat of increasing legal action

24 trying to settle informally for only parts/repair/replacement. After about seven months,

25 Defendant escalated up to its COO, Mikkel Overby. Direct talks with Overby went

26 nowhere, promises were made and never kept. Plaintiff then escalated and filed in small

27 claims court. Plaintiff urged enrollment in ODR, which both parties did; Overby stayed

28

1 silent and did not participate. Overby then enrolled in arbitration of his own accord,
2 Overby again refused to meaningfully participate. Settlement talks occurred again after
3 Plaintiff dismissed small claims and filed in state Court. Overby demanded a waiver of
4 all legal rights forever and forthwith in exchange for finally repair/replacing the
5 hardware. Altogether, settlement or repair attempts have happened at least twelve times
6 with Plaintiff persistently acting and Defendant stonewalling and refusing. Defendant
7 has had about 47 chances to avoid this litigation and chose not to. Plaintiff remains
8 open to a fair and reasonable settlement conference before the Magistrate Judge but sees
9 no genuine intent from Defendant to resolve anything outside of court if it costs them
10 even so much as simple parts under warranty.

11 **Defendant’s Position:**

12 Rokoko disagrees with Mr. Walsh’s summary regarding prior settlement
13 discussions.

14
15 **8. ADR**

16 The Parties agree that this case should be ordered to a settlement conference
17 before Magistrate Judge Rozella A. Oliver pursuant to Local Rule 16-15.4(1) and
18 believe the settlement conference can be scheduled in the next several months,
19 depending on Judge Oliver’s availability.

20
21 **9. Discovery and Experts**

22 **Plaintiff’s Position:**

23 **(first)** Per prior Court order, Plaintiff has served RFA’s, RFQ’s, Interrogatories
24 and subpoenas; Defense has offered 90 pages of boilerplate objections to ninety nine
25 percent of them, as well as interfering in third party subpoenas. He intends to file a
26 renewed motion to compel immediately.

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1 (second) Plaintiff has certified himself to the Court as the most qualified expert
2 witness for this matter (Dkt #74). He anticipates potentially one to two expert witnesses
3 for verification of his claims, valuations, evidence and statements.

4 (third) Plaintiff does not believe a formal discovery plan is required from his
5 perspective as Defense has his discovery requests already. He requires one from
6 Defense however as they had chosen to not propound discovery and he is unaware of
7 their intentions.

8 **Defendant’s Position:**

9 On October 10, 2025, Rokoko timely served responses and objections to Mr.
10 Walsh’s first set of written discovery requests. On November 3, 2025, Rokoko
11 propounded its first set of written discovery requests on Mr. Walsh. Although Rokoko
12 has objected to subpoenas Mr. Walsh has attempted to serve in this action, Rokoko
13 disagrees with Mr. Walsh’s statement that it has interfered with third party subpoenas.

14 The Parties are discussing a Stipulated ESI Protocol and Stipulated Protective
15 Order over confidential and proprietary documents and information before documents
16 are produced in discovery.

17 At this time, Rokoko anticipates taking fact depositions of Mr. Walsh and any
18 witness with knowledge of the issues relevant to this action whom Mr. Walsh identifies
19 in his initial disclosures and/or that Rokoko learns about in discovery. Rokoko intends
20 to disclose experts if necessary and at the appropriate time under Fed. R. Civ. P.
21 26(a)(2)(D). The Parties’ other discovery deadlines are set forth above.

22

23 **10. Trial Estimate**

24 **Plaintiff’s Position:**

25 Plaintiff estimates no trial will be required. If required, Plaintiff confers to
26 Defense to provide an estimation.

27 **Defendant’s Position:**

28

1 During the Parties’ October 30, 2025 Rule 26(f) conference, Mr. Walsh
2 confirmed that he has not demanded a jury trial in this action. Rokoko estimates a 3-5
3 day bench trial.

4
5 **11.Complexity of Case**

6 The Parties do not believe that this is a complex case warranting the procedures
7 of the Manual For Complex Litigation.

8
9 **12.Severance, Bifurcation or Other Ordering of Proof**

10 **Plaintiff’s Position:**

11 Plaintiff does not propose severance, bifurcation or other ordering of proof at this
12 time.

13 **Defendant’s Position:**

14 Rokoko anticipates filing a motion to bifurcate Mr. Walsh’s claims for punitive
15 damages, at the appropriate time and if necessary.

16
17 **13.Other Issues Affecting Case Management**

18 **Plaintiff’s Position:**

19 **(first)** There are ongoing issues reflected in prior filings (Dkts 73 & 78) that
20 Plaintiff believes should be resolved before scheduling continues as they may alter the
21 trajectory of this case entirely.

22 **(second)** Defenses 90 page objections as a matter of law should be deemed
23 admitted by the Court and Defense should be ordered to produce discovery as requested
24 in RFP’s and Interogatories.

25 **(third)** Plaintiff asks the Court to consider his arguments and evidence against
26 Defendant’s lack of denials and lack of counter-evidence and recognize that the removal
27 was improper and that Federal Jurisdiction must reflect ‘Federal Question’; not
28 ‘Diversity’. *[This can also be accomplished by ruling on the Motion to Strike Removal*

1 (Dkt #49) (which has been partially withdrawn (Dkt #72) to instead keep Federal
2 Jurisdiction as 'Federal Question' while retaining sanctions and the evidentiary
3 matter)]

4 **Defendant's Position:**

5 For all of the reasons expressed in Rokoko's detailed opposition to Mr. Walsh's
6 pending motion for sanctions (ECF Nos. 73 and 76), that motion should be denied.

7 On October 10, 2025, Rokoko timely served responses and objections to Mr.
8 Walsh's first set of written discovery requests. Mr. Walsh filed a motion to compel
9 approximately two hours after Rokoko served its responses and objections (ECF No.
10 80) in which he seeks an order compelling responses and deeming the Requests for
11 Admission admitted. Mr. Walsh did not engage in any meet and confer efforts
12 regarding Rokoko's discovery responses, including pursuant to L.R. 37-1, before filing
13 his motion to compel.

14 On September 9, 2025, Mr. Walsh withdrew his request that this action be
15 remanded and there is nothing further to address with respect to Rokoko's removal.

16
17 Dated: January 14, 2026

18
19 _____
Matthew R. Walsh
20 Plaintiff *in pro per*

21
22
23 Dated: January 14, 2026

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24
25 _____
Katherine J. Ellena
26 Michael B. Galibois (*pro hac vice*)
Emily Graue (*pro hac vice*)

27 *Attorneys for Defendant*
28 Rokoko Electronics

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Exhibit C

From: [Ellena, Katherine J.](#)
To: [Matthew R. Walsh \(Winteryear Studios\)](#)
Cc: [Galibois, Michael B.](#); [Graue, Emily H.](#); [Gorospe, Valentino](#)
Subject: RE: Rokoko - Joint Rule 26(f) Report.docx
Date: Sunday, November 9, 2025 12:45:47 PM
Attachments: [image001.png](#)
[Rokoko - Stipulated Protective Order.docx](#)
[STIPULATED ORDER ESI PROTOCOL.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

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213.457.8000 | Fax: 213.457.8080

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| 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: Ellena, Katherine J.

Sent: Sunday, November 9, 2025 10:23 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

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.

25 **Defendant's Position:**
26 Subject to the outcome of Rokoko's pending Motion to Dismiss the Complaint,
27 Rokoko intends to file a dispositive motion as to all causes of action asserted in the
28 Complaint that are not dismissed with prejudice by reason of the Motion to Dismiss.

- 6 -

JOINT RULE 26(F) REPORT AND DISCOVERY PLAN

1 Rokoko proposes the following dispositive motion schedule: Opening briefs shall be
2 filed no later than July 1, 2026, opposition briefs shall be filed no later than July 31,
3 2026, reply briefs shall be filed no later than August 31, 2026, and a hearing on any
4 dispositive motions scheduled for September 28, 2026.

Katherine J. Ellena | Senior Associate
kellena@reedsmith.com

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| 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 R. Walsh (Winteryear Studios) <matthew@winteryear.com>
Sent: Sunday, November 9, 2025 10:17 AM
To: Ellena, Katherine J. <KEllena@reedsmith.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

External E-Mail - FROM matthew@winteryear.com <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
Sent: November 9, 2025 9:30 AM
To: matthew@winteryear.com
Cc: MGalibois@reedsmith.com; EGraue@reedsmith.com; VGorospe@reedsmith.com
Subject: RE: Rokoko - Joint Rule 26(f) Report.docx

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

4 Plaintiff *in pro per*

5
6 Katherine J. Ellena (SBN 324160)
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8 Los Angeles, CA 90071-1514
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9 Facsimile: +1 213 457 8080

10 Michael B. Galibois (*pro hac vice*)
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13 Chicago, IL 60606-7507
Telephone: +1 312.207 1000
14 Facsimile: +1 312.207 6400

15 *Attorneys for Defendant,*
Rokoko Electronics

16
17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 MATTHEW R. WALSH

20 Plaintiff,

21 vs.

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

23 Defendant.
24

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

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

**STIPULATED PROTECTIVE
ORDER**

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

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1 1.

2 A. PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,
4 proprietary or private information for which special protection from public disclosure
5 and from use for any purpose other than prosecuting this litigation may be warranted.
6 Accordingly, the parties hereby stipulate to and petition the Court to enter the
7 following Stipulated Protective Order. The parties acknowledge that this Order does
8 not confer blanket protections on all disclosures or responses to discovery and that the
9 protection it affords from public disclosure and use extends only to the limited
10 information or items that are entitled to confidential treatment under the applicable
11 legal principles.

12 B. GOOD CAUSE STATEMENT

13 This action may involve Rokoko’s confidential and proprietary information,
14 including trade secrets, valuable research, development, commercial, and/or technical
15 information for which special protection from public disclosure and from use for any
16 purpose other this action is necessary and warranted. Such confidential and
17 proprietary materials and information consist of, among other things, confidential
18 business information, information regarding confidential business practices, or other
19 confidential research, development, or commercial information (including information
20 implicating privacy rights of third parties), information otherwise generally
21 unavailable to the public, or which may be privileged or otherwise protected from
22 disclosure under state or federal statutes, court rules, case decisions, or common law.
23 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
24 disputes over confidentiality of discovery materials, to adequately protect information
25 the parties are entitled to keep confidential, to ensure that the parties are permitted
26 reasonable necessary uses of such material in preparation for and in the conduct of
27 trial, to address their handling at the end of the litigation, and serve the ends of justice,
28 a protective order for such information is justified in this matter. It is the intent of the

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1 parties that information will not be designated as confidential for tactical reasons and
2 that nothing be so designated without a good faith belief that it has been maintained in
3 a confidential, non-public manner, and there is good cause why it should not be part of
4 the public record of this case.

5
6 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

7 The parties further acknowledge, as set forth in Section 12.3, below, that this
8 Stipulated Protective Order does not entitle them to file confidential information under
9 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
10 standards that will be applied when a party seeks permission from the court to file
11 material under seal.

12 There is a strong presumption that the public has a right of access to judicial
13 proceedings and records in civil cases. In connection with non-dispositive motions,
14 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
15 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors*
16 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony Electrics, Inc.*,
17 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good
18 cause showing), and a specific showing of good cause or compelling reasons with
19 proper evidentiary support and legal justification, must be made with respect to
20 Protected Material that a party seeks to file under seal. The parties' mere designation
21 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the
22 submission of competent evidence by declaration, establishing that the material sought
23 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—
24 constitute good cause.

25 Further, if a party requests sealing related to a dispositive motion or trial, then
26 compelling reasons, not only good cause, for the sealing must be shown, and the relief
27 sought shall be narrowly tailored to serve the specific interest to be protected. *See*
28 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each

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1 item or type of information, document, or thing sought to be filed or introduced under
2 seal in connection with a dispositive motion or trial, the party seeking protection must
3 articulate compelling reasons, supported by specific facts and legal justification, for
4 the requested sealing order. Again, competent evidence supporting the application to
5 file documents under seal must be provided by declaration.

6 Any document that is not confidential, privileged, or otherwise protectable in its
7 entirety will not be filed under seal if the confidential portions can be redacted. If
8 documents can be redacted, then a redacted version for public viewing, omitting only
9 the confidential, privileged, or otherwise protectable portions of the document shall be
10 filed. Any application that seeks to file documents under seal in their entirety should
11 include an explanation of why redaction is not feasible.

12
13 2. DEFINITIONS

14 2.1 Action: this pending federal lawsuit.

15 2.2 Challenging Party: a Party or Non-Party that challenges the designation
16 of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify
19 for protection under Federal Rule of Civil Procedure 26(c), and as
20 specified above in the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
22 support staff).

23
24 2.5 Designating Party: a Party or Non-Party that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL.”
27
28

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- 1 2.6 Disclosure or Discovery Material: all items or information, regardless of
2 the medium or manner in which it is generated, stored, or maintained
3 (including, among other things, testimony, transcripts, and tangible
4 things) that are produced or generated in disclosures or responses to
5 discovery in this matter.
- 6 2.7 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its counsel
8 to serve as an expert witness or as a consultant in this Action.
- 9 2.8 House Counsel: attorneys who are employees of a party to this Action.
10 House Counsel does not include Outside Counsel of Record or any other
11 outside counsel.
- 12 2.9 Non-Party: any natural person, partnership, corporation, association or
13 other legal entity not named as a Party to this action.
- 14 2.10 Outside Counsel of Record: attorneys who are not employees of a party
15 to this Action but are retained to represent or advise a party to this Action
16 and have appeared in this Action on behalf of that party or are affiliated
17 with a law firm that has appeared on behalf of that party, and includes
18 support staff.
- 19 2.11 Party: any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, and Outside Counsel of Record
21 (and their support staffs).
- 22 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.
- 24 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
25 Discovery Material in this Action.
- 26 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this Action.
- 28 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
29 Discovery Material in this Action.

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2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

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5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items or oral or written communications that qualify so that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party’s attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

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(a) for information in documentary form (*e.g.*, paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

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(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the

1 material in question the level of protection to which it is entitled under the Producing
2 Party’s designation until the Court rules on the challenge.

3
4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection
7 with this Action only for prosecuting, defending or attempting to settle
8 this Action. Such Protected Material may be disclosed only to the
9 categories of persons and under the conditions described in this Order.
10 When the Action has been terminated, a Receiving Party must comply
11 with the provisions of section 13 below (FINAL DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at
13 a location and in a secure manner that ensures that access is limited to the
14 persons authorized under this Order.

15
16 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
17 otherwise ordered by the court or permitted in writing by the Designating
18 Party, a Receiving Party may disclose any information or item designated
19 “CONFIDENTIAL” only to:

20 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
21 well as employees of said Outside Counsel of Record to whom it is
22 reasonably necessary to disclose the information for this Action;

23
24 (b) the officers, directors, and employees (including House Counsel) of
25 the Receiving Party to whom disclosure is reasonably necessary for this
26 Action;

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(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

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8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

(a) If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(i) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(ii) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(iii) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

(b) If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

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1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
2 IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as “CONFIDENTIAL.” Such
5 information produced by Non-Parties in connection with this litigation is
6 protected by the remedies and relief provided by this Order. Nothing in
7 these provisions should be construed as prohibiting a Non-Party from
8 seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party’s confidential information in its possession, and the
11 Party is subject to an agreement with the Non-Party not to produce the
12 Non-Party’s confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-
14 Party that some or all of the information requested is subject to a
15 confidentiality agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this Action, the relevant discovery request(s),
18 and a reasonably specific description of the information requested;
19 and
20

21 (3) make the information requested available for inspection by the
22 Non-Party, if requested.
23

24 (c) If the Non-Party fails to seek a protective order from this court within
25 14 days of receiving the notice and accompanying information, the
26 Receiving Party may produce the Non-Party’s confidential information
27 responsive to the discovery request. If the Non-Party timely seeks a
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1 protective order, the Receiving Party shall not produce any information
2 in its possession or control that is subject to the confidentiality agreement
3 with the Non-Party before a determination by the court. Absent a court
4 order to the contrary, the Non-Party shall bear the burden and expense of
5 seeking protection in this court of its Protected Material.

6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
10 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
11 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
12 persons to whom unauthorized disclosures were made of all the terms of this Order,
13 and (d) request such person or persons to execute the “Acknowledgment and
14 Agreement to Be Bound” that is attached hereto as Exhibit A.

15
16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
17 PROTECTED MATERIAL

18 When a Producing Party gives notice to Receiving Parties that certain
19 inadvertently produced material is subject to a claim of privilege or other protection,
20 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
21 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
22 may be established in an e-discovery order that provides for production without prior
23 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
24 parties reach an agreement on the effect of disclosure of a communication or
25 information covered by the attorney-client privilege or work product protection, the
26 parties may incorporate their agreement in the stipulated protective order submitted to
27 the court.
28

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1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order, no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Local Civil Rule 79-5. Protected
11 Material may only be filed under seal pursuant to a court order
12 authorizing the sealing of the specific Protected Material at issue. If a
13 Party’s request to file Protected Material under seal is denied by the
14 court, then the Receiving Party may file the information in the public
15 record unless otherwise instructed by the court.
16

17 13. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in paragraph 4, within 60
19 days of a written request by the Designating Party, each Receiving Party must return
20 all Protected Material to the Producing Party or destroy such material. As used in this
21 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
22 summaries, and any other format reproducing or capturing any of the Protected
23 Material. Whether the Protected Material is returned or destroyed, the Receiving
24 Party must submit a written certification to the Producing Party (and, if not the same
25 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
26 (by category, where appropriate) all the Protected Material that was returned or
27 destroyed and (2) affirms that the Receiving Party has not retained any copies,
28 abstracts, compilations, summaries or any other format reproducing or capturing any

1 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
2 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
3 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
4 reports, attorney work product, and consultant and expert work product, even if such
5 materials contain Protected Material. Any such archival copies that contain or
6 constitute Protected Material remain subject to this Protective Order as set forth in
7 Section 4 (DURATION).

8
9 14. VIOLATION

10 Any violation of this Order may be punished by appropriate measures
11 including, without limitation, contempt proceedings and/or monetary sanctions.

12 IT IS SO STIPULATED.

13
14 Dated: January 14, 2026

15
16 _____
17 Matthew R. Walsh
18 Plaintiff *in pro per*

19
20 Dated: January 14, 2026

21 REED SMITH LLP

22
23 _____
24 Katherine J. Ellena
25 Michael B. Galibois (*pro hac vice*)
26 Emily Graue (*pro hac vice*)

27 *Attorneys for Defendant*
28 Rokoko Electronics

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1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2

3 DATED: _____

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5 _____

6 HON. ROZELLA A. OLIVER

7 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address],

declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Matthew R. Walsh v. Rokoko Electronics*, Case No. 2:25-cv-05340-ODW-RAO. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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Exhibit D

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Rokoko Mocap hit with federal fraud lawsuit: Solo dev takes on Reed Smith's 1,300-lawyer army alone with forensic evidence, alleging company lied to users, bricked devices on purpose, and stole users' intellectual property to build a \$250M+ shadow empire.

Announcement

Court case, evidence, forensics and live docket removed from paywall:

https://winteryear.com/press/rokoko_electronics_court_case_25CHSC00490/

Summary:

An independent game developer has filed a federal fraud lawsuit against Rokoko Electronics, the motion capture company known for its SmartSuit Pro and SmartGloves. The lawsuit accuses Rokoko of building a \$250M+ business by secretly harvesting users' intellectual property, intentionally bricking devices through forced firmware updates, and lying to both customers and investors.

According to the lawsuit, Rokoko embedded a remote code execution backdoor in its software that allowed the company to silently extract motion capture data from users without consent — including proprietary animations, face/body rigs, and audio recordings. The suit also alleges that once this data was collected,

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According to the lawsuit, Rokoko embedded a remote code execution backdoor in its software that allowed the company to silently extract motion capture data from users without consent — including proprietary animations, face/body rigs, and audio recordings. The suit also alleges that once this data was collected, Rokoko would deliberately disable older devices via “poisoned firmware,” forcing users to purchase new hardware — all while pitching inflated metrics to investors.

The developer, representing himself *pro se*, claims to have uncovered extensive forensic evidence showing unauthorized data collection, a trail of altered metadata, and coordinated efforts between Rokoko and undisclosed third parties. He further alleges that top executives at the company, including Mikkel Overby and Jakob Balslev, knowingly misrepresented warranty terms, service capabilities, and product functionality.

Rokoko is being represented by the international law firm Reed Smith LLP, which boasts over 1,300 attorneys. Despite that, the developer — acting alone — has successfully forced the case into federal court, filed a motion to strike/vacate their removal after allegedly using forensic evidence to determine ReedSmith law firm had been using non-admitted attorneys to author and forge documents. Plaintiff is preparing for summary judgment.

The lawsuit includes claims under the DMCA, California’s Consumer Legal Remedies Act, civil fraud, digital privacy statutes, and tortious interference. Evidence includes technical documentation, screenshots, expert analysis, and over 200 pages of



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Court case, evidence, forensics and live docket removed from paywall:

https://winteryear.com/press/rokoko_electronics_court_case_25CHSC00490/

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Share



dllimport · 1d ago

Lol this dev was apparently the wrong person to try to con. I love that they were like no fuckin way I'm not going to stand for this and proceeded to collect evidence and represent themselves successfully enough to actually get to federal court. Really impressive. I hope he takes them down. They sound like a bunch of sleezebags



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Reply

