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Plaintiff In Pro Per,

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MATTHEW R. WALSH Plaintiff In Pro Per, vs. ROKOKO ELECTRONICS (AND DOES 1 THROUGH 50, INCLUSIVE) Defendant	Case No.: 2:25-CV-05340-ODW-RAO [Assigned to Hon. Otis D. Wright, II, Courtroom 5D; Hon. Rozella A. Oliver, Courtroom 590] Hearing Date: April 22, 2026 Time: 10:00 AM Department/Judge: Hon. Oliver, Courtroom 590 **JOINT TABLE of RFA's** **State Court Action Filed:** May 12, 2025 **Removal Date:** June 12, 2025 **Discovery Cutoff:** August 10, 2026 **Trial Date:** March 9, 2027

TO THE COURT, The Defendants and their Counsel of Record: Pursuant to L.R. 37-2.1, a copy of the scheduling order is attached as **Exhibit 1.**

TABLE OF CONTENTS FOR EACH REQUEST FOR ADMISSION

75

REQUEST FOR ADMISSIONS

RFA No.	Admission	Response	Plaintiff's Argument	Defendant's Arguments
RFA 1	Admit that the metadata provided by Plaintiff of the PDF documents filed by Defendants in this action reflects that the documents were last modified in the Eastern Time Zone.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is vague and ambiguous as to which 'PDF documents' Plaintiff is referring. Rokoko further objects to the extent that the information sought by this Request is not relevant to the claims of either party. Rokoko further objects to the extent that this Request seeks information protected by attorney-client privilege, work product doctrine, or another applicable privilege.	**Fact Issues:** Dkt #117-8, p5 -14 shows precisely the metadata that the signatory was Graue, not Ellena. The metadata proves that this admission should be Admitted. **Objection issues:** Objection is boilerplate. Directly relevant to the courts integrity and the judicial process itself; and prejudicial actions taken by the Defendants. Work product doctrine and privilege does not cover included metadata of **publicly published documents.** Attorney-client privilege does not exist where actions constitute a fraud on the Court or statements are made which further a crime (crime fraud-exemption)	Details regarding the preparation of documents filed by Rokoko's counsel in this action are not relevant to any claim or defense in this action. Even if they were, such information is clearly protected by work-product protections. As set forth in Rokoko's original response, the Request is also vague and ambiguous in that it does not adequately identify the specific "PDF documents" referred to, such that Rokoko cannot admit or deny. Plaintiff asserts the crime-fraud exemption without any specific allegations or proof of crime or fraud occurring. Bare allegations are insufficient to overcome privilege.

RFA 2	Admit that attorney Emily Graue affixed the typed signature "/s/ Katherine J. Ellena" to one or more PDF filings in this action.	In addition to the General Objections set forth above, Rokoko further objects to the extent that the information sought by this Request is not relevant to the claims of either party. Rokoko further objects to the extent that this Request seeks information protected by attorney-client privilege, work product doctrine, or another applicable privilege. Rokoko further objects to the extent that this Request is vague and ambiguous as to which 'PDF filings' Plaintiff is referring.	**Fact Issues:** Dkt #117-8, p5 -14 shows precisely the metadata that the signatory was Graue, not Ellena. The metadata proves that this admission should be ADMITTED. **Objection issues:** Objection is boilerplate. Specificity and relevance was explicitly provided in several meet and confers. Directly relevant to the courts integrity and the judicial process itself; and prejudicial actions taken by the Defendants. Work product doctrine and privilege does not cover included metadata of **publicly published documents.** Attorney-client privilege does not exist where actions constitute a fraud on the Court or statements are made which further a crime (crime fraud-exemption)	See RFA No. 1.
RFA 3	Admit that in Defendants'	In addition to the General	Dkt #70, p10 – 11 shows the property records	This Request does not seek information

	filings concerning jurisdiction, Defendants did not disclose the property located at 44 Tehama Street, San Francisco, California.	Objections set forth above, Rokoko further objects to this Request to the extent that it seeks information that is not relevant to a claim or defense of any party and/or not reasonably calculated to lead to the discovery of admissible evidence. In his Notice of Partial Withdrawal of Motion, Plaintiff withdrew Motion to Strike as it pertained to jurisdiction and acquiesced to the jurisdiction of this Court.	which clearly demonstrate that the Defendant owns a commercial property / pays property tax in San Francisco, this answer should be ADMITTED. **Objection issues:** Objection is boilerplate. Directly relevant to the courts integrity and the judicial process itself; and prejudicial actions taken by the Defendants. 'Not reasonably calculated' is invalid as an objection and was removed from the FRCP in 2015. "Plaintiff withdrew motion to strike"… That is false. The motion remained valid and was eventually ruled on.	relevant to any pending claim or defense. The location of an office space in San Francisco, California was only arguably relevant to jurisdictional disputes that have long since been resolved.
RFA 4	Admit that Rokoko Care ("CoCo") and Rokoko Electronics share common ownership.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is vague and ambiguous	**Fact Issues:** DocuSign records confirm this (commingled board meetings). Dkt #1-1, p 58-62 (original Complaint) demonstrates through about 20 pages of evidence that this answer should be ADMITTED.	Rokoko's Supplemental Response to RFA No. 4, served on March 20, 2026, responds as follows: "**Admitted** insofar as the only shared owners of Rokoko Electronics and Coco

		with respect the term 'common ownership'. Rokoko further objects that this Request is overbroad and not limited in time, scope or subject matter. Rokoko further objects that this Request seeks information not relevant to any claim or defense of any party to this action.	Further, Dkt 114-1 p153 (Ex. 45) shows that the CoCo EULA lists Rokoko Electronics as it's owner. **Objection issues:** Objection is boilerplate. Directly relevant to cause of action #5 RICO. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous. Not overbroad, time and scope was defined at the onset of the document. Both "Subject matter" relevance and 'Not reasonably calculated' is invalid as an objection and was removed from the FRCP in 2015. "Plaintiff withdrew motion to strike"… That is false. The motion remained valid and was eventually ruled on.	Care are minority shareholders of Rokoko Electronics with less than 2% ownership. **Denied** as to the remainder of the Request." As such, RFA No. 4 is no longer at issue.
RFA 5	Admit that Rokoko Care	In addition to the General	**Fact Issues:**	Rokoko's Supplemental Response to RFA No. 5,

	("CoCo") and Rokoko Electronics have held joint or overlapping board meetings.	Objections set forth above, Rokoko objects to the extent that this Request is compound, and based on speculation lacking factual basis. Rokoko further objects to the extent that this Request is overly broad and not limited in time, scope or subject matter. Rokoko objects to the extent that this request is vague and ambiguous with respect the terms 'joint' and 'overlapping'. Rokoko further objects to the Request to the extent it seeks confidential or proprietary business information in which Rokoko and/or third parties have trade secret and/or privacy rights.	DocuSign records show this to be true and should be ADMITTED. **<u>Objection issues:</u>** Objection is boilerplate. Directly relevant to the 5th cause of action for RICO. Single request, not compound whatsoever. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous. Not overbroad, time and scope was defined at the onset of the document. "Subject matter" relevance is invalid as an objection and was removed from the FRCP in 2015. Asking whether two companies hold board meetings at the same time and venue is not confidential. It's a temporal event with a binary answer. It either occurred, or it didn't.	served on March 20, 2026, responds as follows: **"Denied."** As such, RFA No. 5 is no longer at issue.

RFA 6	Admit that Rokoko Care ("CoCo") and Rokoko Electronics share assets.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is overly broad and not limited in time, scope or subject matter. Rokoko objects to the extent that this request is vague and ambiguous with respect the term 'assets.' Rokoko further objects to the Request to the extent it seeks confidential or proprietary business information in which Rokoko and/or third parties have trade secret and/or privacy rights. Rokoko further objects to the extent that this Request seeks information not relevant to any claim or defense	**Fact Issues:** Dkt #1-1, p 58-62 demonstrates they do in fact share assets including a single shared operational server, e-mail back end, office location and so on. Further, Overby in an e-mail specifically stated both companies share the same accountant and attorney. CoCo's Terms of Use stated Rokoko was the owning company until Dec, 2024. It should be ADMITTED. **Objection issues:** Objection is boilerplate. Directly relevant to the 5th cause of action for RICO. Single request, not compound whatsoever. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous. Not overbroad, time and scope was defined at the onset of the document.	Rokoko's Supplemental Response to RFA No. 6, served on March 20, 2026, responds as follows: **"Denied."** As such, RFA No. 6 is no longer at issue.

		of any party to this action.	Not confidential, not a trade secret and is not proprietary. The information is public information, publicly disseminated and disclosed as is required by Federal and International law and by the rules and regulations set by the ICANN. It is easily visible to anyone who looks up the DNS, MX and WHOIS records.	
RFA 7	Admit that Trifork has owned approximately 22% of Rokoko Care ("CoCo").	In addition to the General Objections set forth above, Rokoko objects that this Request is vague, ambiguous, and not limited in scope or time. Rokoko further objects to the Request to the extent it seeks confidential or proprietary business information in which Rokoko and/or third parties have trade secret and/or	**Fact Issues:** Dkt #114-1, p152-154 aka Am. Compl. Ex. 45 show precisely this through both of their own admissions and public filings. It should be ADMITTED. **Objection issues:** Objection is boilerplate. Directly relevant to the 5th cause of action for RICO. Not overbroad, time and scope was defined at the onset of the document. Claims the entire request	Whether or not Trifork "has" owned "approximately" 22% of Rokoko Care is vague and ambiguous such that Rokoko is unable to admit or deny. Rokoko Care is a completely separate entity from Rokoko. This RFA therefore seeks an admission regarding third parties who are not a part of this action. This Request also does not seek information relevant to any pending claim or defense.

		privacy rights. Rokoko further objects to the extent that this Request seeks information not relevant to any claim or defense of any party to this action.	is vague and ambiguous despite being in plain English and a simple matter of fact; yet no explanation of how it is vague or ambiguous. Not proprietary, it's public information and publicly admitted by the Defendant and Trifork. The question is very simple to answer: Does Trifork own 22% of CoCo or not? (it does)	
RFA 8	Admit that the office depicted in Plaintiff's photographs was used by Defendants as a headquarters location.	In addition to the General Objections set forth above, Rokoko objects to this Request on the grounds 'Plaintiff's photographs' is vague and ambiguous, such that Rokoko is unable to formulate a response or otherwise admit in good faith. Rokoko further objects to the extent that this Request is overbroad as to	**Fact Issues:** The address matches their website. Their name is on the door, Dkt #52, p 48 (google maps). Dkt #52 p61-63 ("private investigator photos"). It should be ADMITTED. **Objection issues:** Objection is boilerplate. Directly relevant to the 5th cause of action for RICO. Single request, not compound whatsoever. Defendant's claim vague and ambiguous to Plain	This Request does not seek information relevant to any pending claim or defense. The location of Rokoko's office was only arguably relevant to jurisdictional disputes that have long since been resolved. The Request is impermissibly vague because it fails to identify the "office depicted" or "photographs" referred to. The Request is also vague insofar as the phrase "used by Defendants as a headquarters location"

		scope and time, and fails to describe the information with sufficient particularity to allow Rokoko identify the 'photographs' referenced. Rokoko further objects to this Request on grounds that it seeks information that is not relevant to a claim or defense of any party and/or not reasonably calculated to lead to the discovery of admissible evidence.	English words, do not explain why it's vague or ambiguous. Not overbroad, time and scope was defined at the onset of the document. It was stated with particularity, Plaintiff only submitted about five photographs, all from the same set and part of the same Exhibit. All of Defendant's headquarters location. Relevance was explained in a 37-1. Both "Subject matter" relevance and 'Not reasonably calculated' is invalid as an objection and was removed from the FRCP in 2015.	is ambiguous and overbroad.
RFA 9	Admit that Mikkel Overby's declaration in this action falsely states it was executed in Copenhagen, Denmark.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request seeks information irrelevant to the claims or defenses of any party. Rokoko	**Fact Issues:** Defendant perjured themselves in saying "DENIED". In Overby's declaration, Dkt #62-1, p3 the metadata and DocuSign records along with an IP trace (	Rokoko has already responded to RFA No. 9 as follows: "**Denied.**" Rokoko has provided a complete response to Request No. 9 and it should not be at issue.

		further objects to the extent that this Request seeks information protected by attorney-client privilege, work product doctrine, or another applicable privilege. Subject to and without waiving any of its objections, Rokoko responds as follows: **Denied**.	Dkt #117-10 p 10-17 (ex 1, 2)) clearly show it was not executed in Copenhagen but nearly 4 hours away in Tranbjerg, a 300km away distant island. It should be deemed ADMITTED. **Objection issues:** Objection is boilerplate. Directly relevant to sworn statements made to the Court, which the Court relied upon in granting a dispositive motion and establishing jurisdiction. Not work product protected as publicly filed documents, their associated metadata, the statements made within them, the IP addresses of the author and the signer, and their geolocation data is **not privileged.** It is public information. Work product doctrine and privilege does not cover included metadata of **publicly published documents.**	

			Attorney-client privilege does not exist where actions constitute a fraud on the Court or statements are made which further a crime (crime fraud-exemption)	
RFA 10	Admit that Defendants represented in filings with this Court that Rokoko had no business ties to California	In addition to the General Objections set forth above, Rokoko objects to this Request the extent that the phrase 'business ties' is vague and ambiguous. Rokoko further objects to this Request on grounds that it seeks information that is not relevant to a claim or defense of any party and/or not reasonably calculated to lead to the discovery of admissible evidence. In his Notice of Partial Withdrawal of Motion, Plaintiff withdrew Motion to Strike as it pertained to	**Fact Issues:** In Dkt #1-4 p 4, the Defendant stated *("At no point … was Rokoko a citizen of California. Rokoko has only ever been a Delaware corporation with a principal place of business in Denmark.").* Property records, employment records, VISA applications, property tax records, bank account(s), UCC-1 liens; the CEO/CFO/Secretary living here even into 2025 in a luxury apartment which he registered Rokoko Electronics, Inc. to -- all demonstrate this statement to simply be false. There are no customers, employees or locations and no presence in Delaware and never was. It's a paper shield. Defendant could never rebut this statement, it should be deemed	Rokoko's Supplemental Response to RFA No. 10, served on March 20, 2026, responds as follows: **"Denied."** As such, RFA No. 10 is no longer at issue.

		jurisdiction and acquiesced to the jurisdiction of this Court.	ADMITTED. **Objection issues:** Objection is boilerplate. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous. Not overbroad, time and scope was defined at the onset of the document. Relevance was explained in a 37-1. Both "Subject matter" relevance and 'Not reasonably calculated' is invalid as an objection and was removed from the FRCP in 2015. "Plaintiff withdrew motion to strike"… That is false. The motion remained valid and was eventually ruled on.	
RFA 11	Admit that Jakob Balslev is the CEO, CFO, and Secretary of Rokoko Electronics	In addition to the General Objections set forth above, Rokoko objects that this Request	**Fact Issues:** Defendant *may have* perjured themselves: Defendant gave a partial	Rokoko has responded to RFA No. 11 as follows:

		is overbroad as to scope and time and irrelevant to the claims in this action. Subject to and without waiving any of its objections, Rokoko responds as follows: **Admitted that Jakob Balslev is Rokoko's CEO.**	answer, admitting only to the 'CEO' portion while expressly avoiding the remaining portion of the question. This is improper. Dkt #117-11 p11 & p20-21 (ex 1,4) clearly shows; on a filing spoliated within 4 days of being presented to the Court; that Jakob Balslev lists himself, living in California, at his luxury ~$2M apartment as the **CEO, CFO and Secretary** through 2024. It should be ADMITTED. **Objection Issues:** Directly relevant to sworn statements made to the Court in which the Court relied upon in establishing jurisdiction (re: nerve center). Further directly relevant to claims of spoliation. Not overbroad, time and scope was defined at the onset of the document. Perjury issue: Defendants admitted to one part, while disclaiming the	**"Admitted that Jakob Balslev is Rokoko's CEO."** Rokoko has provided a response to Request No. 11 and it should not be at issue.

			remaining parts. However, those parts are materially and demonstrably true.	
RFA 12	Admit that attorneys from Reed Smith LLP assisted in drafting Mikkel Overby's declaration in this action.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request seeks information protected by the attorney-client privilege, work product doctrine, and other applicable privileges. Rokoko further objects to the extent that this Request seeks information that is not relevant to any claim or defense by any party. Rokoko further objects to the extent that this Request's attempt to pry into the mental impressions or litigation strategy of Rokoko's	**Fact Issues:** Dkt #117-10 p 10-17 (ex 1, 2) clearly show through metadata and DocuSign records that ReedSmith attorneys authored Overby's declaration while making false statements in it and sent it to him. He rubber-stamped it within 90 seconds of opening the document. It stated it was executed in Copenhagen, but it was not (see RFA #9) **Objection issues:** Objection is boilerplate. Directly relevant to sworn statements made to the Court, in which the Court relied upon while granting a dispositive motion and establishing jurisdiction. Further, directly relevant as it violates FRCP Rule 602, which may constitute	The preparation of documents by counsel for Rokoko is protected by attorney-client privilege and work product doctrine. Further, this information is not related to any pending claim or defense, and is therefore irrelevant.

		counsel is inappropriate, irrelevant to the any claims or defenses, unduly burdensome, and harassing. Rokoko further objects that this Request is vague and ambiguous with respect to the undefined term 'assisted.'	fraud on the Court. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous. Not overbroad, time and scope was defined at the onset of the document. Claim of burdensome, but no explanation why it is burdensome. Both "Subject matter" relevance and 'Not reasonably calculated' is invalid as an objection and was removed from the FRCP in 2015. Not work product protected as publicly filed documents, their associated metadata, the statements made within them, the IP addresses of the author and the signer, and their geolocation data is **not privileged.** It is public information. Work product doctrine and privilege does not cover included metadata of **publicly published documents.**	

			Attorney-client privilege does not exist where actions constitute a fraud on the Court or statements are made which further a crime (crime fraud-exemption)	
RFA 13	Admit that attorney Emily Graue assisted in drafting Katherine J. Ellena's declaration in this action.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request seeks information protected by the attorney-client privilege, work product doctrine, and other applicable privileges. Rokoko further objects to the extent that this Request seeks information that is not relevant to any claim or defense by any party. Rokoko further objects to the extent that this Request's attempt to pry into the mental	**Fact Issues:** Dkt #117-10, p19-23 (Ex 3) demonstrates that the documents in question appear to contain hearsay from Graue's perspective; metadata shows that Graue (in Chicago) wrote the document and affixed Ellena's name. E-mail header metadata confirms the timezone difference between the two and demonstrates the author was non-pro hac attorney Emily Graue (removed from docket at the time) and Ellena was not the signatory. This should be ADMITTED. **Objection issues:** Objection is boilerplate. Defendant's claim vague and ambiguous to Plain English words, do not	See RFA No. 12.

		impressions or litigation strategy of Rokoko's counsel is irrelevant to the any claims or defenses, unduly burdensome, and harassing. Rokoko further objects to the extent that this Request is vague and ambiguous with respect to the undefined term 'assisted.'	explain why it's vague or ambiguous. Directly relevant to sworn statements made to the Court, in which the Court relied upon while granting a dispositive motion and establishing jurisdiction. Further, directly relevant as it violates FRCP Rule 602, which may constitute fraud on the Court. Claim of burdensome, but no explanation why it is burdensome. Not work product protected as publicly filed documents, their associated metadata, the statements made within them, the IP addresses of the author and the signer, and their geolocation data is **not privileged.** It is public information. Work product doctrine and privilege does not cover included metadata of **publicly published documents.** Attorney-client privilege does not exist where	

			actions constitute a fraud on the Court or statements are made which further a crime (crime fraud-exemption)	
RFA 14	Admit you knew Plaintiff needed his motion capture equipment to operate in order to finish his video game.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is vague and ambiguous with respect to the term 'motion capture equipment.' Rokoko further objects to the extent that this Request is overbroad as to scope and time. Rokoko further objects to the extent that this Request calls for a legal conclusion and is based on hypothetical or speculative scenarios rather than fact. Subject to and without waiving any of its objections,	**Fact Issues:** Defendant perjured themselves by DENYING this admission. The Defendant was made well aware in multiple e-mails that the project was stalled and the equipment was required. It should be ADMITTED. **Objection issues:** Objection is boilerplate. Defendant's claim vague and ambiguous to Plain English words and specifically words that define exactly what the Defendant does for a living, do not explain why it's vague or ambiguous. Directly relevant to the 1st cause of action for Tortious Interference Claim of burdensome, but no explanation why it is	Rokoko has responded to RFA No. 14 as follows: "**Denied.**" Rokoko has provided a response to Request No. 14 and it should not be at issue.

		Rokoko responds as follows: Denied.	burdensome. Not work product protected as publicly filed documents, their associated metadata, the statements made within them, the IP addresses of the author and the signer, and their geolocation data is **not privileged.** It is public information.	
RFA 15	Admit that investors who witnessed the 2022 pitch deck knew of the Company's intentions to use "User Content" (including but not limited to Animation Data).	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request seeks speculative and hypothetical information. Rokoko further objects to the extent that this Request seeks information that is not within its knowledge to admit or deny, as any response would require speculation as to the mental impressions and knowledge of third-parties who are not a part of	**Fact Issues:** Dkt #114-1 p 158-162 (ex. 47) shows the Defendant's 2022 pitch deck in which they outline the plan to harvest users intellectual property to sublicense, use, and resell to third parties. The Defendant's amassed a valuation of a quarter billion dollars in months (Balslev's own admissions) due to this pitch deck alone. It should be ADMITTED. **Objection Issues:** Directly relevant to the 2nd, 3rd, 4th, 5th causes of action. Not speculative. It's established in writing	Plaintiff's contentions do not overcome the ambiguity inherent in the Request. Rokoko is unable to ascertain who the "investors" are that "witnessed" the 2022 "pitch deck" based on the language of the Request. Moreover, Rokoko cannot ascertain which "2022 pitch deck" to which Plaintiff is referring. Further, what an investor knew or did not know is not within Rokoko's personal knowledge and is speculation. Accordingly, Rokoko is unable to admit or deny the Request as written.

		this action. Rokoko further objects to the extent that this Request is vague and ambiguous with respect to the terms 'investors,' 'witnessed,' 'User Content,' and 'Animation Data'.	already. Seeks information that is not within its knowledge – they printed it on their own pitch deck, then released it, then received funding based on it. Defendant's claim vague and ambiguous to Plain English words and specifically words that define exactly what the Defendant does for a living, do not explain why it's vague or ambiguous. The terms user content, animation data were defined by the Defendant themselves even in that document. Further, everyone knows what an investor is.	
RFA 16	Admit that before March 2025, your terms of service never granted you the rights to use or resell user animations.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request calls for a legal conclusion. Rokoko further	**<u>Fact Issues:</u>** (1) **2020-2022 terms** – Spoliated at the onset of this action and recovered in 1/2026 - no license granted, actually, it forbids even Defendant from any access or use. (Dkt #139, Dkt #140-3)	Rokoko's Supplemental Response to RFA No. 16, served on March 20, 2026, responds as follows: **"Denied."** As such, RFA No. 16 is no longer at issue.

		objects to the extent that this Request lacks any temporal limitation, and is therefore unlimited as to scope and time, impermissibly broad, and unduly burdensome. Rokoko further objects to the extent that this Request is vague and ambiguous with respect to the terms 'terms of service,' 'rights,' 'use,' and 'resell,' such that Rokoko is unable to formulate a response or otherwise admit in good faith.	(2) **2022-March 29, 2025** terms – no license still. (Dkt #139 p7-35 (Ex 6, 7)) (3) **March 30th, 2025** – Defendants issue a new agreement with retroactive terms to grant themselves rights over users' IP. (Dkt #114-1 p146-150 (Ex 43)) This is material and binary fact, not open to any interpretation as the text verbatim does not allow any license. It should be ADMITTED. **Objection issues:** Objection is boilerplate. Directly relevant to the 2nd, 3rd, 4th, and 5th causes of action. Does not call for a legal conclusion, either that text is in their argeements or it is not. Rokoko authored them and enacted them, they could simply read them and respond. Defendant's claim vague	

			and ambiguous to Plain English words, do not explain why it's vague or ambiguous. Not overbroad, time and scope was defined at the onset of the document.	
RFA 17	Admit that after March 2025, your terms of service were changed to grant you the right to "anonymize" animations and resell them to third parties.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request calls for a legal conclusion. Rokoko further objects to the extent that this Request is overbroad as to scope. Rokoko further objects to the extent that this Request is duplicative of Request for Admission No. 16. Rokoko further objects to the extent that this Request is vague and ambiguous with respect to the terms 'changed,'	**Fact Issues:** Dkt #114-1 p146-150 (Ex 43) March 30, 2025 - retroactive terms imposed that grant the Defendant the right to anonymize (strip CMI). Defendant specifically states: " all elements that can track back to a specific individual is removed. This applies to names, locations as well as other identifiers, like unique measurements." (the de facto definition of CMI). It should be deemed admitted. **Objection issues:** Objection is boilerplate. Not duplicative, completely different question and different subject matter.	Rokoko's Supplemental Response to RFA No. 17, served on March 20, 2026, responds as follows: **"Denied."** As such, RFA No. 17 is no longer at issue.

		'anonymize,' and 'resell.'	The other objections are invalid for the same reasons as RFP #17	
RFA 18	Admit that you supply, offer and/or resell user animations for financial gain.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is vague and ambiguous with respect to the term 'financial gain.' Rokoko further objects to the extent that this Request is overbroad, not limited in scope or time, and is unduly burdensome and harassing. Rokoko further objects insofar as this Request seeks confidential or proprietary information.	**Fact Issues:** Defendant's own website and marketing materials specifically admit to this conduct and even broadly show a live counter of collected intellectual property taken from users daily, a marketplace of items for sale, commercial offerings to the data, AI models trained upon it, products created from it, etc. Dkt #114-1 p 101 (Ex 28) ("**thousands of** million-dollar animation assets" to their users "**for the price of a coffee**") Dkt #114-1 p 167, 170-173 (Ex 49) ("selling commercially"). It should be ADMITTED. **Objection issues:** Objection is boilerplate. Directly relevant to the 2nd, 3rd, 4th, and 5th causes of action. Burdensome objection,	Plaintiff's contentions do not overcome the ambiguity inherent in the Request. The Request seeks an admission as to whether Rokoko "suppl[ies], offer[s] and/or resell[s]" user animations. The compound nature of the Request makes it impossible for Rokoko to make a specific admission or denial. Furthermore, the term "financial gain" is an undefined and extremely broad term. Rokoko is unable to admit or deny the Request as written.

			however, no explanation of how it is burdensome. Not confidential, the request relies wholly on public information and admissions made directly by Rokoko on their website. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous. Not overbroad, time and scope was defined at the onset of the document.	
RFA 19	Admit that your third party recipients of the animations supply, offer and/or resell user animations for financial gain.	In addition to the General Objections set forth above, Rokoko objects to the extent it does not have sufficient information or knowledge of third-parties, such that it cannot admit to the Request after a reasonable inquiry. Rokoko further objects that this Request is unduly burdensome and	**Fact Issues:** Dkt #114-1 p 113-115 (Ex 33) demonstrates that the third party recipients also use, resell and sublicense that property. It should be ADMITTED. **Objection issues:** Objection is boilerplate. Directly relevant to the 2nd, 3rd, 4th, and especially the 5th causes of action (RICO). Burdensome objection, however, no explanation	See RFA No. 19.

		harassing insofar as it would require Rokoko to speculate as to the activities of non-parties. Rokoko further objects to the extent that this Request is impermissibly broad, unlimited in scope, time, and subject matter, and vague as to the terms 'third-party recipients' and 'financial gain.'	of how it is burdensome; beyond requiring speculation… Which is not burdensome, and nothing regarding this question requires speculation. Since 2022, Rokoko has admitted that it's third parties will use the data for financial gain. Not confidential, the request relies wholly on public information and admissions made directly by Rokoko on their website. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous. Not overbroad, time and scope was defined at the onset of the document. Not overbroad in subject matter or ask… It's a very simple binary question: either the companies you provide the animation data to make money from them, or they don't.	
RFA 20	Admit that your animations	In addition to the General	**Fact Issues:**	Rokoko's Supplemental Response to RFA No.

	contain CMI including but not limited to (authors name, unique serial numbers, other unique identifiers).	Objections set forth above, Rokoko objects to the extent that this Request is vague and ambiguous with respect to the term 'CMI.' Rokoko further objects that the Request is compound, vague, and ambiguous as phrased, such that Rokoko is unable to formulate a response or otherwise admit in good faith. Rokoko further objects to the extent that this Request seeks confidential or proprietary information protected by trade secret, the right to privacy, or any other applicable right or privilege	Dkt #114-1 p 177-179 (Ex 51) clearly shows that the CMI exists embedded within the animation files. It should be ADMITTED. **<u>Objection issues:</u>** Objection is boilerplate. Directly relevant to the 2nd, 3rd, 4th, and 5th causes of action. Single request, not compound whatsoever: Do your animations contain CMI? Yes or no. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous. Defendant claims the term "CMI" is vague and ambiguous, yet they have continually defined it in their Motions to Dismiss and it is specifically defined under 17 U.S.C. § 1202(c). Not overbroad, time and scope was defined at the onset of the document. Not confidential, not	20, served on March 20, 2026, responds as follows: "**Admit** insofar as Rokoko can view unique serial numbers associated with a user's device when the user is connected to Rokoko software. **Denied** as to the remainder of the Request." As such, RFA No. 20 is no longer at issue.

			proprietary, not a trade secret. The information is public, plaintext-stored information and contained in every users animation files, where anyone can look and see it exists.	
RFA 21	Admit that Plaintiff does not have an active 'Teams' subscription and has never purchased one.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request seeks information that is not relevant to any claim or defense in this action. Rokoko further objects to the extent that this Request is unduly burdensome and harassing. Rokoko further objects to the extent that this Request seeks information outside of Rokoko's knowledge. Subject to and without waiving any of its objections, Rokoko responds	**Fact Issues:** Defendant perjured themselves. Dkt #114-1 p 136-140 (Ex 40) demonstrates this exact fact and that this request should be ADMITTED. **Objection issues:** Objection is boilerplate. Directly and wholly revelent to the 2nd, 3rd, 4th and 5th causes of action. Burdensome without any explanation of how it's burdensome. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous… Defendant claims vague and ambiguous over the	Plaintiff's contentions do not overcome the ambiguity inherent in the Request. Whether or not *Plaintiff* has an active teams subscription and has never purchased one seeks information clearly outside Rokoko's knowledge and, in fact, is information known by Plaintiff. The Request is also impermissibly compound, asking Rokoko to admit both (1) that Plaintiff does not have an active teams subscription ***and*** (2) that Plaintiff has never purchased a teams subscription. Rokoko is unable to admit or deny the Request as written and cannot speculate as to the information sought.

		as follows: Whether Plaintiff has a 'Teams' subscription is outside of Rokoko's knowledge and therefore Rokoko lacks sufficient information to admit or deny.	name of their own product. Perjury issue: Outside of Rokoko's knowledge if Plaintiff ever paid them for a subscription for their product. Their source code shows they do in fact know at all times. Dkt #114-1 p 136-140 (Ex 40) Not overbroad, time and scope was defined at the onset of the document. The question is very simple and only has a yes or no answer.	
RFA 22	Admit that even without a 'Teams' subscription, you still collect User-Content animations	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request seeks information that is not relevant to any claim or defense in this action. Rokoko further objects to the extent that this Request is unduly burdensome and harassing. Rokoko further	**Fact Issues:** Dkt #114-1 p 131-134 (Ex 39) ("source code shows forced harvesting ignoring the Teams membership status") Dkt #114-1 p 117 (Ex 34) ("video evidence of harvesting") Dkt #114-1 p 99 (Ex 27) ("users must pay to get their harvested data back from the Defendants") Dkt #114-1 p 131-134 (Ex 39) ("Users must	Plaintiff's contentions do not overcome the ambiguity inherent in the Request. The Request does not define or clarify what it means for Rokoko to "collect User-Content animations," nor does the request specify a source or time period for any hypothetical collections. Rokoko is unable to admit or deny the Request as written.

		objects that this Request is impermissibly overbroad and not limited in scope or time. Rokoko further objects to the extent that this Request is based on speculation lacking factual basis. Rokoko further objects to the extent that this Request is vague and ambiguous with respect to the term 'User-Content animations.'	engage in a new, custom-priced, paid plan tier if they do not want their data used by Rokoko") This is Rokoko's own code, website, customer materials, pricing structure and admissions. It should be deemed ADMITTED. **Objection issues:** Objection is boilerplate. Directly and wholly revelent to the 2nd, 3rd, 4th and 5th causes of action. Burdensome without any explanation of how it's burdensome. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous… Defendant claims vague and ambiguous over the name of their own product. Not speculative. It's fact-based and purely scientific in nature, not a matter of opinion. The	

			code to collect exists, the servers exist, the forensic communication dumps clearly show it occurring, the code to ignore teams clearly exists. Perjury issue: Outside of Rokoko's knowledge if Plaintiff ever paid them for a subscription for their product. Their source code shows they do in fact know at all times. Dkt #114-1 p 136-140 (Ex 40) Not overbroad, time and scope was defined at the onset of the document.	
RFA 23	Admit that before this lawsuit was filed, you considered or conducted AI training using user animations.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is impermissibly overbroad, unlimited in scope, time, and subject matter, and unduly burdensome and harassing. Rokoko further objects to the extent that this Request is vague	**Fact Issues:** Dkt #114-1 p 188 (Ex 55) ("website admissions") Dkt #114-1 p 165 (Ex 48) ("website admissions") Dkt #114-1 p 173 (Ex 50) ("2022 pitch deck admissions") Dkt #114-1 p 188 (Ex 47) ("pitch deck 2022 admissions") This is a material fact in	Plaintiff's contentions do not overcome the ambiguity inherent in the Request. Requesting an admission as to whether Rokoko "considered" or "conducted" AI training is impermissibly vague and overbroad. Whether or not Rokoko "considered" AI training is not specific and could include an unlimited number of ideas or thoughts by Rokoko employees. The Request is also

		and ambiguous with respect to the terms 'considered,' 'conducted,' and 'AI training'. Rokoko further objects to the extent that this Request seeks information that is not relevant to any claim or defense in this action	the Defendant's own words since 2022 to today where it is openly monetized. It should be deemed ADMITTED. **Objection issues:** Objection is boilerplate. Directly and wholly revelent to the 2nd, 3rd, 4th and 5th causes of action. Burdensome without any explanation of how it's burdensome. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous… Defendant claims vague and ambiguous over a product they literally sell and advertise. Not overbroad, time and scope was defined at the onset of the document.	compound, such that Rokoko is unable to admit or deny the Request as written. The Request also seeks Rokoko's considerations regarding AI at any time "before this lawsuit was filed." As phrased, this Request is overbroad.
RFA 24	Admit you do not have a working, user-controlled opt-out mechanism for data collection.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is	**Fact Issues:** Dkt #114-1 p 131-134 (Ex 39) shows that opt-out mechanisms exist, but are hidden/disabled from users so that Rokoko can	Plaintiff's contentions do not overcome the ambiguity inherent in the Request. Whether or not an opt-out mechanism is "working" is a vague

		vague and ambiguous with respect to the terms 'usercontrolled opt-out mechanism,' and 'data collection.' Rokoko further objects to the extent that this Request is impermissibly overbroad and unlimited in scope, time, and subject matter. Rokoko further objects to the extent that this Request calls for a legal conclusion	always collect intellectual property and data. It should be deemed ADMITTED. **Objection issues:** Objection is boilerplate. Directly and wholly revelent to the 2nd, 3rd, 4th and 5th causes of action. Does not require a legal conclusion, factual and code based. The question is simple: does your code have an opt out mechanism? (yes) Can users active it to opt-out? (no) Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous… Not overbroad, time and scope was defined at the onset of the document.	and ambiguous factor such that Rokoko is unable to admit or deny the Request as written. Plaintiff's own response demonstrates that the Request is compound and cannot be admitted to or denied as written.
RFA 25	Admit that your claim of having "teams" at offices worldwide was inaccurate.	In addition to the General Objections set forth above, Rokoko objects to the extent that the Request seeks	**Fact Issues:** Compl. Ex 69-74 ("all locations are mailbox/hotdesks") Dkt #62-1 ("Overby	Rokoko's Supplemental Response to RFA No. 25, served on March 20, 2026, responds as follows: **"Denied."**

		information that is not relevant to any claim or defense in this action. Rokoko further objects to the extent that this Request is impermissibly overbroad and unlimited in scope and time	Decl.", "Rokoko has one employee in California") Dkt #117-4 p.6 ("all addresses, no offices, no staff") Plaintiff physically visited the 'Los Angeles office'. No "teams of employees"; instead it was a registered agent. Plaintiff physically visited all of the 'San Francisco' offices. No "teams of employees there"; instead they were registered agent addresses, a mailbox service and a hotdesk in which no Rokoko presence exists. The evidence clearly shows by simply googling the addresses, there are no worldwide offices or teams at those locations. It should be deemed ADMITTED. **<u>Objection issues:</u>** Objection is boilerplate. Directly and wholly revelent to the 5th cause	As such, RFA No. 25 is no longer at issue.

			of action (RICO) Not overbroad, time and scope was defined at the onset of the document.	
RFA 26	Admit that your employee counts in marketing materials and websites overstated the number of employees.	In addition to the General Objections set forth above, Rokoko objects to this Request to the extent that it seeks information that is not relevant to a claim or defense of any party and/or not reasonably calculated to lead to the discovery of admissible evidence. Rokoko further objects that this Request is vague and ambiguous, particularly as to the phrase 'marketing materials and websites'. Rokoko further objects to the extent that this Request is impermissibly overbroad and not limited in	**Fact Issues:** Defendant perjured themselves. Dkt #114-1 p.163 (ex. 47) ("side by side contradictions show vast discrepancies even during the same time periods") Dkt #117-4 p.6 ("side by side contradictions") In a declaration Dkt #62-1 ("Overby Decl.", Defendant states: "Rokoko has one employee in California"). This is contrary to what they state to customers and investors openly on the internet. Dkt #117-4 p.6 ("For all addresses shown. No offices, no staff") It should be deemed ADMITTED. **Objection issues:**	Rokoko has responded to RFA No. 26 as follows: "**Denied.**" Rokoko has provided a response to Request No. 26 and it should not be at issue.

		scope or time. Subject to and without waiving any of its objections, Rokoko responds as follows: **Denied**.	Objection is boilerplate. Directly and wholly revelent to the 5th cause of action for RICO. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous… Not overbroad, time and scope was defined at the onset of the document.	
RFA 27	Admit you receive live telemetry from customers including but not limited to sensor status, sensor firmware versions, if it is within an error state, the error type or message	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is vague and ambiguous with respect to the undefined term 'live telemetry.' Rokoko further objects to the extent that this Request is overbroad, harassing, and unduly burdensome. Rokoko further objects to the extent that this	**Fact Issues:** This is forensically demonstrated in both image, text and even multiple live-recorded videos taken directly from Defendant's own software and communications. Dkt #114-1 p.47-48 (ex. 12) ("metadata, http dumps, and code") It should be deemed ADMITTED. **Objection issues:** Objection is boilerplate.	Plaintiff Request failed to adequately define "live telemetry" such that Rokoko would be able to admit or deny. The Request is also overbroad, vague, and ambiguous insofar as it does not limit the admission to reception of live telemetry from specific sources and applies to all "customers" without disclaimer. Absent a proper definition of "live telemetry" Rokoko is unable to determine what information is sought and what customers it might apply to.

		Request seeks confidential or proprietary information protected by trade secret, the right to privacy, or other applicable right. Rokoko further objects to the extent that this Request calls for a legal conclusion.	Directly and wholly revelent to the 5th cause of action for RICO. Burdensome without explaining why it's burdensome. Not confidential, belied by the evidence on the record. Does not call for a legal conclusion, it's fact based. Either you programmed the system to send this data to you or you didn't. An internet communication message which utilizes standard protocols is not a trade secret. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous… Not overbroad, time and scope was defined at the onset of the document.	
RFA 28	Admit you received telemetry demonstrating Plaintiff's sensors		See RFA 27	See RFA 27.

	were in mixed boot states			
RFA 29	Admit you made the following statement *"We will therefore offer to send you what you have listed below on the condition that this closes the case immediately."* -- *"we are willing to go further and help you get quickly back to your projects"* -- *"That will allow both you and us to go back to work, which ultimately should be the goal."*	In addition to the General Objections set forth above, Rokoko objects that this Request is ambiguous insofar as it fails to identify where the quoted language comes from, such that Rokoko is unable to admit in good faith. Rokoko further objects to the extent that this Request is vague, ambiguous, and improperly compound insofar as it seeks an admission to several statements.	**Fact Issues:** Compl. Ex. 166-168 ("Overby e-mail") demonstrates these exact statements from the Defendant in a direct e-mail with the Plainitff. It should be deemed ADMITTED. **Objection issues:** Objection is boilerplate. Not compound. All that text is from the same e-mail. Specified not only in the Complaint, but in several motions and a 37-1. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous… Not overbroad, time and scope was defined at the onset of the document.	Rokoko's Supplemental Response to RFA No. 29, served on March 20, 2026, responds as follows: **"Admit** that Mikkel Overby made the statements referenced in RFA No. 29 by email dated May 7, 2025, which email must be read as a whole." As such, RFA No. 29 is no longer at issue.
RFA 30	Admit you refused to provide Plaintiff with parts from about September 2024	In addition to the General Objections set forth above, Rokoko objects	**Fact Issues:** Defendant perjured themselves.	Rokoko has responded to RFA No. 30 as follows: "Denied."

	through about April 2025.	to the extent that this Request is vague and ambiguous with respect to the term 'parts.' Rokoko objects to this Request to the extent that it seeks information that is not relevant to a claim or defense of any party and/or not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving any of its objections, Rokoko responds as follows: Denied.	Dkt #59 p.201-292 (Ex 186-193) contains exactly these e-mails from September 2024 through about May, 2025. No parts were ever provided, despite some empty promises to do so across about 7 months, multiple Complaints, small claims, ODR, Arbitration and state Court. It should be ADMITTED. **<u>Objection issues:</u>** Objection is boilerplate. Directly and wholly revelent to the 1st cause of action for tortious interference. "Not reasonably calculated" is not a valid objection and was removed from FRCP in 2015. Burdensome without explaining why it's burdensome. Perjury issue: Did you ever provide the Plaintiff with parts, yes or no? (no); Did he ask for them? (yes). So you	Rokoko has provided a response to Request No. 30 and it should not be at issue.

			refused to provide them? (yes).	
RFA 31	Admit you refused to repair or replace Plaintiff's equipment from about September 2024 through about April 2025.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is vague and ambiguous with respect to the term "parts." Rokoko objects to this Request to the extent that it seeks information that is not relevant to a claim or defense of any party and/or not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving any of its objections, Rokoko responds as follows: **Denied.**	See RFA #30.	Rokoko has responded to RFA No. 31 as follows: "Denied." Rokoko has provided a response to Request No. 31 and it should not be at issue.
RFA 32	Admit that changes to your firmware caused Plaintiff's	In addition to the General Objections set forth above, Rokoko objects	**Fact Issues:** Defendants *may have* perjured themselves.	Rokoko has responded to RFA No. 32 as follows: "Denied."

	equipment to stop working.	to the extent that this Request is vague and ambiguous with respect to the term 'equipment.' Rokoko objects to this Request to the extent that it seeks information that is not relevant to a claim or defense of any party and/or not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving any of its objections, Rokoko responds as follows: Denied.	Dkt #114-1 p35-38 (Ex. 10) clearly demonstrates this was the issue through Defendant's own code, metadata, xml dumps, http dumps (from MITM), the actual firmware, later admissions on website which admit that the event occurred. Further, the actual internal developer notes themselves literally state: "Warning: this will break compatibility with older glove + hub [firmwares]". Defendant released the firmware with that note openly stating the consequence. It should be ADMITTED. **<u>Objection issues:</u>** Objection is boilerplate. Directly and wholly revelent to the 1st cause of action for tortious interference. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous…	Rokoko has provided a response to Request No. 32 and it should not be at issue.

			"Not reasonably calculated" is invalid as an objection and removed from the FRCP in 2015. Perjury issue: Defendant expressly admitted the firmware caused the issue in their own documents and also as a defense in their recent MTD.	
RFA 33	Admit your motion capture suits cannot be used with any other operating software but your own.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is vague and ambiguous with respect to the terms 'used' and 'other operating software.' Rokoko further objects to the extent that this Request is overbroad as to scope and time. Rokoko further objects to the extent that this Request seeks confidential or proprietary information protected by	**Fact Issues:** Defendants *may have* perjured themselves. Dkt #114-1 p35-38 (Ex. 10) clearly demonstrates this was the issue through Defendant's own code, metadata, xml dumps, http dumps (from MITM), the actual firmware, later admissions on website which admit that the event occurred. Further, the actual internal developer notes themselves literally state: "Warning: this will break compatibility with older glove + hub [firmwares]". Defendant released the firmware with that note openly stating the consequence.	The phrase "your motion capture suits" is vague, ambiguous, and compound. Rokoko has had several types and versions of "motion capture suits" publicly available. The Request does not adequately identify which suits are referred to such that Rokoko cannot respond. The phrase "cannot be used" is also impermissibly vague and ambiguous, as Plaintiff has not specified what qualifies as "use." The phrase "used with any other operating software" is also vague and ambiguous. It is unclear what "operating software" would refer

		trade secrets, the right to privacy, or any other applicable right or privilege. Rokoko further objects to the extent that this Request calls for a legal conclusion.	It should be ADMITTED. **Objection issues:** Objection is boilerplate. Directly and wholly revelent to the 1st cause of action for tortious interference. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous… Not confidential or proprietary and does not call for a legal conclusion, their own public materials specifically make this statement. Not overbroad in scope or time, both were defined at the onset of the document.	to, and could encompass a nearly unlimited range of software. Whether or not the suit is "used *with"* any other operating software is also ambiguous as it does not define what it means for a suit to be used *with* software. Rokoko cannot admit or deny this Request as written.
RFA 34	- n/a	n/a	n/a	n/a
RFA 35	Admit you have modified the terms of service without notification to customers.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is	**Fact Issues:** Defendant perjured themselves. Compl. Ex. 169 shows that there was only **one**	Rokoko has responded to RFA No. 35 as follows: "Denied."

		vague and ambiguous with respect to the terms 'modified' and 'notification.' Rokoko further objects to the extent that this Request is overbroad as to scope and time. Rokoko further objects to the extent that this Request is based on speculation rather than fact. Rokoko further objects to Plaintiff's mischaracterization of the facts. Subject to and without waiving any of its objections, Rokoko responds as follows: Denied.	notification **ever** across 3 full new contract terms. It should be Admitted. **<u>Objection issues:</u>** Objection is boilerplate. Directly and wholly revelent to the 2nd, 3rd, 4th, 5th causes of action. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous… Not speculative, not mischaracterized, not open to interpretation. The answer is binary: either you instituted changes to the agreement without notification to customers or you didn't. Not overbroad in scope or time, both were defined at the onset of the document. Perjury issue: e-mail records show only one notification was ever sent (in 2025) existed, despite about 70 changes to the	Rokoko has provided a response to Request No. 35 and it should not be at issue.

			terms and conditions and three full contract changes.	
RFA 36	Admit you stated to customers "By continuing to use Rokoko products after march 22, 2025, you'll be agreeing to the updated terms"	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request fails to provide enough specificity to identify the source of the quoted language, such that the Request is vague and ambiguous. Rokoko further objects to the extent that this Request is overbroad as to scope and time.	**Fact Issues:** Compl Ex. 169 and Dkt #114-1 p.171 (Ex. 50) clearly show this phrase to exist in the e-mail Rokoko sent. It should be Admitted. **Objection issues:** Objection is boilerplate. Defendant's claim the entire request vague and ambiguous but do not explain why it's vague or ambiguous… Not overbroad in scope or time, both were defined at the onset of the document and the e-mail literally contains the text and date and is the only notification e-mail *ever* regarding term changes.	Rokoko's Supplemental Response to RFA No. 36, served on March 20, 2026, responds as follows: "**Admit** that Rokoko's 2025 Terms, which must be read as a whole, contain the quoted statement in RFA No. 36." As such, RFA No. 36 is no longer at issue.
RFA 37	Admit "anonymizing" includes at a minimum to remove CMI	In addition to the General Objections set forth above, Rokoko objects to the extent that	**Fact Issues:** Dkt #114-1 p.148 (ex 44) ("admissions") Dkt #114-1 p.179 (ex 51) ("admissions")	The Request does not define the term "anonymizing" nor does Plaintiff provide further clarification. The Request is not limited to

		this Request is vague and ambiguous with respect to the undefined terms 'anonymizing' and 'remove CMI.' Rokoko further objects to the extent that this request is overbroad as to scope and time, and further overbroad as to subject matter insofar as it fails to identify whether 'anonymizing' refers to industry practice or Rokoko's practices specifically. Rokoko further objects to the extent that this Request seeks confidential or proprietary information protected by trade secret, the right to privacy, or other applicable right or privilege. Rokoko further	It should be Admitted. **Objection issues:** Objection is boilerplate. Directly and wholly revelent to the 2nd, 3rd, 4th, 5th causes of action. Defendant's claim vague and ambiguous to Plain English words, do not explain why it's vague or ambiguous… Further, Rokoko themselves coined the term 'anonymizing'. It's their word, they made it up in 2022. They use it on all of their websites and documents and terms, clearly they know what it means – it's just adverse to them now in litigation. Not confidential. It's been admitted on public pages, public notices, mass e-mails, their website, their 2025 agreement which was publicly disseminated across multimedia. Public communications are not trade secrets.	alleged "anonymizing" done by Rokoko or any party, and as such, the Request might refer to industry standards as a whole *or* Rokoko's business practices. Given this ambiguity, Rokoko cannot admit or deny this Request as written. Moreover, the Request impermissibly seeks a legal conclusion and/or premature expert opinion.

		objects to the extent the Request calls for a legal conclusion or is the subject of premature expert discovery.	Publicly available and disseminated communications and statements already made have no expectation or right to privacy. Not overbroad in scope or time, both were defined at the onset of the document. Does not call for a legal conclusion, the Defendant defined it themselves in public communications; and 17 U.S.C. § 1202(c) codifies the definition.	
RFA 38	Admit one animation is generally five segments	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is overbroad as to scope, time, and subject matter. Rokoko further objects to the extent that this Request is vague and ambiguous with respect to the terms 'animation,' 'generally,' and 'segments.'	**Fact Issues:** Defendant openly admits this on their website while listing the same animations for commercial sale. Dkt #141-1 p.167. It should be Admitted. **Objection issues:** Objection is boilerplate. Directly and wholly revelent to the 2nd, 3rd, 4th causes of action.	The Request does not define the terms "animation" or "segment," nor does Plaintiff provide further clarification. The Request is not limited to animations or segments created by Rokoko or any party, and as such, the Request might refer to industry standards as a whole *or* Rokoko's business practices. Given this ambiguity, Rokoko cannot admit or deny this Request as written.

		Rokoko further objects to the extent that this Request seeks information irrelevant to the claims or defenses of any party to this action. Rokoko further objects that this Request is ambiguous insofar as fails to identify whether the information sought refers to industry practice or Rokoko's practices specifically. Rokoko further objects to the extent the Request calls for a legal conclusion or is the subject of premature expert discovery.	Defendant's claim plain English words are vague and ambiguous but do not explain why it's vague or ambiguous… Not overbroad in scope or time, both were defined at the onset of the document. Does not call for a legal conclusion, the Defendant's own statements clearly state an animation is on average five segments. 'Premature expert discovery' has no lawful meaning and is not a cognizable objection. The question is very simple to answer: Does this one single sentence you wrote, say that animations are generally five segments or not? (it does).	
RFA 39	Admit you collected Plaintiff's intellectual property ("animations")	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is vague and ambiguous with	**Fact Issues:** Dkt #114-1 p 117 (Ex 34) ("video evidence of harvesting live") Dkt #136, p.18, L.4 nad (Dkt #136, p.18, L.23; Defendant admits to the	Plaintiff's contentions do not overcome the ambiguity inherent in the Request. The term "intellectual property" is a broad legal term that Plaintiff has not qualified, defined, or limited. Thus, whether

		respect to the term 'collected.' Rokoko further objects to the extent that this Request is overbroad as to scope and time. Rokoko further objects to the extent that this Request calls for a legal conclusion. Rokoko further objects to the extent that this Request seeks confidential or proprietary information protected by trade secret, the right to privacy, or other applicable right or privilege. Rokoko further objects to the extent the Request calls for a legal conclusion or is the subject of premature expert discovery.	collection but calls it a "voluntary upload". It should be admitted. **Objection issues:** Objection is boilerplate. Directly and wholly revelent to the 2nd, 3rd, 4th causes of action. Defendant's claim plain English words are vague and ambiguous but do not explain why it's vague or ambiguous… Not overbroad in scope or time, both were defined at the onset of the document. Does not call for a legal conclusion, the forensic evidence and their admissions are indisputable. The Defendant added a live counter to their website indicating how much animations they have collected and where they came from. There is actual video evidence. Their own 2025 agreement says they will take/collect animations.	or not Rokoko "collected" Plaintiff's "intellectual property" is impermissibly vague, overbroad, and ambiguous. Rokoko is unable to admit or deny the Request as written.

			Their 2022 pitch deck literally outlines the plan to do so in detail. 'Premature expert discovery' has no lawful meaning and is not a cognizable objection.	
RFA 40	Admit that you have more than one employee in California	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is overbroad as to scope, and ambiguous as to the terms 'employee' and 'in California.' Rokoko further objects to the extent that this Request seeks information that is not relevant to any claims or defenses of any party to this action. Subject to and without waiving any of its objections, Rokoko responds as follows: Denied	**Fact Issues:** Defendant perjured themselves by answering DENIED. Dkt #117-6 p.10, L.179 ("names and roles of employees") Dkt #73-3 p.5, L.23 ("names and roles of employees") Dkt #68 p16 (ex G) ("hiring in california") Defendant at a minimum employs Stef Corazza and Sam Lazarus in California, therefore it should be Admitted **Objection issues:** Objection is boilerplate. Directly and wholly revelent to the 2nd, 3rd, 4th causes of action.	Rokoko has responded to RFA No. 40 as follows: "Denied." Rokoko has provided a response to the Request and it should not be at issue.

			Defendant's claim plain English words are vague and ambiguous but do not explain why it's vague or ambiguous… Defendant claims they do not know what California means, or the word Employee. Not overbroad in scope or time, both were defined at the onset of the document. Perjury issue: Defendant's own records and public statements show their Denial is false.	
RFA 41	Admit that Rokoko Studio contains a web server with a "SECRET AREA" default realm.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is vague and ambiguous with respect to the terms 'web server,' 'SECRET AREA,' and 'default realm.' Rokoko further objects to the extent that this Request is	**Fact Issues:** Defendant source code clearly demonstrates this exact piece of code. (Dkt #114-1 p.108). It should be admitted. **Objection issues:** Objection is boilerplate. Directly and wholly revelent to the 2nd, 3rd, 4th causes of action.	Plaintiff's contentions do not overcome the ambiguity inherent in the Request. Plaintiff does not define the terms "SECRET AREA" or "default realm" such that Rokoko is unable to admit or deny the Request as written.

		overbroad as to scope and time. Rokoko further objects to the extent that this Request seeks information irrelevant to any claims or defenses of any party to this action.	Defendant's claim plain English words are vague and ambiguous but do not explain why it's vague or ambiguous… Not overbroad in scope or time, both were defined at the onset of the document.	
RFA 42	Admit that Rokoko Studio includes functionality that can remotely disable customer use of the software.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is overbroad as to scope and time, and ambiguous as to the terms 'remotely' and 'disable,' and the undefined terms 'functionality' and 'software.' Rokoko further objects to the extent that this Request calls for a legal conclusion.	**Fact Issues:** Dkt #114-1 p.192-193 (ex. 57) ("code") Dkt #114-1 p.141 (Ex. 41) ("code") It should be admitted. **Objection issues:** Objection is boilerplate. Directly and wholly revelent to the 2nd, 3rd, 4th causes of action. Defendant's claim plain English words are vague and ambiguous but do not explain why it's vague or ambiguous… Including the word 'software'; despite Rokoko being a company that produces… software	Plaintiff's contentions do not overcome the ambiguity inherent in the Request. Plaintiff does not define the term "functionality" nor the phrases "remotely disable" or "customer use." Each one of these undefined phrases is vague and ambiguous such that Rokoko is unable to admit or deny the Request as written.

			Not overbroad in scope or time, both were defined at the onset of the document. Does not call for a legal conclusion, it's a simple binary fact that their source code clearly admits for them.	
RFA 43	Admit Rokoko Studio can automatically mark that customers have consented to the EULA whether they actually did or not.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is overbroad as to scope and time. Rokoko further objects to the extent that this Request is vague as to the terms 'automatically,' 'mark,' 'consented,' and 'EULA'. Rokoko further objects to the extent that this Request calls for a legal conclusion.	**Fact Issues:** The source code demonstrates exactly that. Dkt #114-1 p.192-193 (ex. 57) ("code") Dkt #114-1 p.141 (Ex. 41) ("code") **Objection issues:** Objection is boilerplate. Directly and wholly revelent to the 2nd, 3rd, 4th causes of action. Defendant's claim plain English words are vague and ambiguous but do not explain why it's vague or ambiguous… Including the word 'EULA' and 'consented'. The logical issue is: How can Rokoko claim in their MTD that Plaintiff consented to the	Plaintiff's contentions do not overcome the ambiguity inherent in the Request. Whether or not Rokoko Studio can "automatically mark" customer consent to the EULA is a vague and ambiguous. The Request does not specific where or how such "marks" are made. Rokoko is unable to admit or deny the Request as written.

			EULA if they do not know what those words mean? Not overbroad in scope or time, both were defined at the onset of the document. Does not call for a legal conclusion, it's a simple binary fact that their source code clearly admits for them.	
RFA 44	Admit that Rokoko Studio included undocumented functionality permitting remote access by Rokoko personnel.	In addition to the General Objections set forth above, Rokoko further objects to the extent that this Request is overbroad as to scope and time. Rokoko further objects to the extent that this Request is vague and ambiguous as to the terms 'undocumented,' 'functionality,' and 'remote access.' Rokoko further objects that to the extent that this Request calls for a legal conclusion.	**Fact Issues:** The source code demonstrates exactly this. A previous employee, Menelaos hardcoded his credentials as a way to bypass the authentication systems. Anyone with this information (including Rokoko) can access a customers system and their intellectual property/files undetected. Dkt #114-1 p.141 (Ex. 41) ("backdoor code") It should be admitted. **Objection issues:**	Plaintiff's contentions do not overcome the ambiguity inherent in the Request. The phrase "undocumented functionality" is undefined and therefore overbroad, vague, and ambiguous. The Request does not specify what hardware or software Rokoko personnel would allegedly have access to, such that Rokoko is unable to admit or deny the Request as written.

			Objection is boilerplate. Defendant's claim plain English words are vague and ambiguous but do not explain why it's vague or ambiguous… Not overbroad in scope or time, both were defined at the onset of the document. Does not call for a legal conclusion, it's a simple binary fact that their source code clearly admits for them.	
RFA 45	Admit that Rokoko Studio has a time-based feature which forces a user to connect to the internet to use the software in order for their animations to be synchronized with your servers.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is overbroad as to scope and time. Rokoko further objects to the extent that this Request is vague and ambiguous as to the terms 'forces,' 'connect,' and 'synchronized.' Rokoko further objects to the extent that it is	**Fact Issues:** Dkt #114-1 p.122 (Ex. 36) ("code showing this exact functionality") Dkt #114-1 p.124 (Ex. 36) ("admissions describing this exact functionality") It should be admitted **Objection issues:** Objection is boilerplate. Defendant's claim plain English words are vague and ambiguous but do not explain why it's vague or	Plaintiff's contentions do not overcome the ambiguity inherent in the Request. The term "forces a user" is vague and ambiguous. Whether a feature "forces a user" to connect to the internet could mean either that internet connection is required, or that the feature automatically connects to the internet without consent. Plaintiff fails to define the term "time-based feature"

		based on hypothetical scenarios rather than fact. Rokoko further objects to the extent that this Request calls for a legal conclusion.	ambiguous… Not overbroad in scope or time, both were defined at the onset of the document. Not hypothetical, it's purely scientific. Does not call for a legal conclusion, it's a simple binary fact that their source code clearly admits for them. Either that code exists or it doesn't (it does).	Rokoko is unable to admit or deny the Request as written.
RFA 46	Admit your software uses MQTT keep-alive to perform NAT hole punching.	In addition to the General Objections set forth above, Rokoko objects to this Request to the extent that the term 'keep-alive' and undefined terms 'MQTT' and 'NAT hole punching' are vague and ambiguous. Rokoko further objects to the extent that this Request is overbroad as to scope and time. Rokoko further objects to the extent that this	**Fact Issues:** Defendant's source code shows, and explains, this precise functionality. Dkt #114-1 p.120 (Ex. 35) It should be admitted. **Objection issues:** Objection is boilerplate. Directly relevant to the 2nd, 3rd, 4th and 5th causes of action. Defendant's claim plain English words are vague and ambiguous but do not explain why it's vague or	Plaintiff's contentions do not overcome the ambiguity inherent in the Request. As written, Plaintiff's failure to define highly technical terms renders Rokoko unable to admit or deny the Request as written. The Request is also umlimited as to time and scope.

		Request seeks information not relevant to any claims or defenses of any party in this action.	ambiguous… If Counsel doesn't know the meaning of the technical words, they should have asked their client who wrote them. Not overbroad in scope or time, both were defined at the onset of the document.	
RFA 47	Admit some or all of your senior staff lives and works in or around Tranbjerg.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is overbroad as to scope and time. Rokoko further objects that this Request is unduly burdensome and harassing insofar as it seeks private and personal information unrelated to any of Plaintiff's claims. Rokoko further objects to this Request to the extent that it seeks information that is not relevant to a claim or defense	**Fact Issues:** All of Mikkel Overby (COO's) e-mail headers were analyzed, IP addresses traced and all resolve at or around Tranbjerg; to a "TDC" residential home business internet account. Dkt. 68, p. 21 Ex. "L" - "R" demonstrates precisely this. All DocuSign records contain metadata and IP addresses which also were traced, those too resolved at or around Tranbjerg including Fyn (another island). This was true for other senior staff such as Jakob Balslev in many instances. It should be admitted.	Rokoko's Supplemental Response to RFA No. 47, served on March 20, 2026, responds as follows: "**Denied.**" As such, RFA No. 47 is no longer at issue.

		of any party and/or not reasonably calculated to lead to the discovery of admissible evidence.	**Objection issues:** Objection is boilerplate. Directly relevant the 5th cause of action (RICO); as well as sworn statements made to the Court, in which the Court relied upon. Burdensome with no explanation of how it is burdensome. Does not seek personal information. It seeks an admission of already established forensic fact regarding the daily operation of the Company contrary to sworn statements. "Not reasonably calculated" is not a valid objection. It was removed from the FRCP in 2015. Not overbroad in scope or time, especially as it relates to present-day. Scope and time were both were defined at the onset of the document.	
RFA 48	Admit some or all of your senior staff lives and	In addition to the General Objections set	See RFP #47	Rokoko's Supplemental Response to RFA No. 48, served on March 20,

	works in or around Fyn.	forth above, Rokoko objects to the extent that this Request is overbroad as to scope and time. Rokoko further objects that this Request is unduly burdensome and harassing insofar as it seeks private and personal information unrelated to any of Plaintiff's claims. Rokoko further objects to this Request to the extent that it seeks information that is not relevant to a claim or defense of any party and/or not reasonably calculated to lead to the discovery of admissible evidence.		2026, responds as follows: "**Denied.**" As such, RFA No. 48 is no longer at issue.
RFA 49	Admit some or all of the user-animation data used in the making of Rokoko Care "CoCo" came from	In addition to the General Objections set forth above, Rokoko objects to the extent that the Request to admit that 'some	**Fact Issues:** Dkt #73-1, ex 20, p63 ("name changed to avoid confusion") Dkt #114-1 p.152-154 (ex. 45) ("admissions	Plaintiff's contentions do not overcome the ambiguity inherent in the Request. Whether or not "some or all" of the user-animation used in the Making of Rokoko Care came from

	Rokoko user-content.	or all of the user-animation data' overbroad and unlimited as to scope and time. Rokoko further objects that, for the same reason, this Request is vague and ambiguous. Rokoko further objects to the extent that this Request seeks confidential or proprietary information protected by trade secret, the right to privacy, or other applicable right or privilege.	from Trifork the 22% owner and CoCo themselves") Dkt #114-1 p 158-162 (ex. 47) ("Already admitted in the 2022 pitch deck") It should be admitted. **Objection issues:** Objection is boilerplate. "Not reasonably calculated" is not a valid objection. It was removed from the FRCP in 2015. Claims that the entire request is vague and ambiguous with no explanation of how. Not confidential or proprietary, it's public information published by the Defendant and their shareholders. Public information and messaging is not a trade secret. Publicly released statements do not have a privacy shield or right to	Rokoko user content data is impermissibly vague and overbroad. The Request does not specify what "user-animation data" qualifies as, nor does it specify what it qualifies as the data having been "used." The Request also does not clearly define what it means for user-animation data to have "came from" Rokoko user-content rending the Request ambiguous. Rokoko is unable to admit or deny the Request as written. Further, this information is not related to any pending claim or defense, nor does Plaintiff's response identify any. This Request is therefore irrelevant.

			be considered private. Not overbroad in scope or time, especially as it relates to present-day. Scope and time were both were defined at the onset of the document.	
RFA 50	Admit that your marketing materials included inaccurate customer or user counts.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is vague and ambiguous with respect to the terms 'marketing materials,' 'included,' and 'inaccurate.' Rokoko further objects to the extent that this Request is overbroad as to scope and time and fails to provide enough specificity to identify what 'materials' are being referenced, such that Rokoko is unable to formulate a response or otherwise admit	**Fact Issues:** Defendant's own public materials change drastically. In December they claimed about 50,000 users; in another post just three weeks later, they claimed about 30,000 users (20,000 less than just weeks before); shortly thereafter they claimed 250,000 users. Present day they claim about 50,000 users. (a loss of 200,000 users) Dkt #78 p12 ("admissions") **Objection issues:** Objection is boilerplate. "Not reasonably calculated" is not a valid objection. It was removed from the FRCP in 2015. Marketing materials are	The Request fails to specific or identify the "marketing materials" referred to, such that Rokoko is unable to adequately admit or deny. The Request also uses the term "inaccurate," which is vague and ambiguous. By Plaintiff's own contentions, the information contained in public materials may be subject to change. Whether or not customer or user counts are "inaccurate" is highly subjective, rending the request impermissibly vague and ambiguous. This information is not related to any pending claim or defense, and is therefore irrelevant. Customer counts included in marketing materials are not related to any of the elements

		in good faith. Rokoko further objects to the extent that customer or user counts are not relevant to any claims or defenses of any party to this action.	specific in nature. They were referenced in the Complaint. Customer and user counts are directly relevant to the 5th cause of action for RICO. Claims that plain English words are vague and ambiguous with no explanation of how. Not overbroad in scope or time, especially as it relates to present-day. Scope and time were both were defined at the onset of the document.	of a RICO cause of action, as they are not demonstrative of predicate acts or illegal activity, nor do they demonstrate a criminal enterprise.
RFA's Set No. 2				
RFA 11	Admit you have less than 30 employees.	In addition to the General Objections set forth above, Rokoko further objects to the extent this Request is overbroad as to scope and time. Rokoko further objects to the extent this Request seeks information that is not relevant to any claims or	**Fact Issues:** Defendant admitted in Overby's declaration (Dkt #62-1, P. 2, L.21): "30 employees, including Rokoko's Founder & CEO, myself, and other senior level executives.". Owners are not employees of businesses. **Objection issues:** Objection is boilerplate. False employee counts are directly relevant to the	Rokoko's Supplemental Response to Plaintiff's RFA No. 11, served on March 20, 2026, responds as follows: "**Denied.**" As such, RFA No. 11 is no longer at issue.

		defenses of any party to this action, and that this Request is unduly burdensome and harassing.	1st and 5th causes of action. Not overbroad in scope or time, especially as it relates to present-day. Scope and time were both were defined at the onset of the document.	
RFA 16	Admit that Mikkel Overby's declaration contains contradictions with his earlier declaration.	In addition to the General Objections set forth above, Rokoko objects that this Request is vague and ambiguous insofar as it fails to identify or define 'Mikkel Overby's declaration' or 'earlier declaration,' such that Rokoko is unable to formulate a response or otherwise admit in good faith. Rokoko further objects to the extent that this Request is vague and ambiguous with respect to the term 'contradictions.'	**Fact Issues:** Defendant perjured themselves by answering DENIED (see RFP #57) **Objection issues:** Objection is boilerplate. Claims that plain English words are vague and ambiguous with no explanation of how they are vague and ambiguous. Not overbroad in scope or time, especially as it relates to matters clearly filed in this case. Further, Scope and time were both were defined at the onset of the document. Not vague and ambiguous.	Rokoko has responded to RFA No. 16 as follows: "Denied." Rokoko has already responded to this Request and it should not be at issue.

		Rokoko further objects that this Request is overbroad as to scope and time. Subject to and without waiving any of its objections, Rokoko responds as follows: **Denied**.	Overby only filed two declarations. Clearly, numerically and chronologically if there are two, only one can have an 'earlier' declaration. Perjury Issue: The declarations clearly contain a discrepancy (see RFP #57)	
RFA 17	Admit that Mikkel Overby's declaration (Dkt #1) stated the 'HQ' is '86.4 square meters' but then in a later declaration contradicted himself in Dkt #62 by stating it was '886.4 square meters'	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is compound, vague, and ambiguous as asked, such that Rokoko is unable to formulate a response or otherwise admit in good faith. Rokoko further objects that the square footages purportedly stated are not relevant to any claim or defense of any party to this action, such that this Request is unduly	**Fact issues:** Defendant perjured themselves in responding as DENIED. Dkt #1-4 and Dkt #62 clearly show the same claim but with a typographical error (or intentional inflated number) in which one says 86.4 and the other says 886.4. It's indisputable. The contradiction exists. **Objection issues:** Objection is boilerplate. Directly relevant to the 5th cause of action for RICO. Additionally, Relevance is to ascertain which one of those statements is accurate. If it's 86.4; then	Rokoko has responded to RFA No. 17 as follows: "Denied." Rokoko has already responded to this Request in full and it should not be at issue.

		burdensome and harassing. Subject to and without waiving any of its objections, Rokoko responds as follows: **Denied**.	Plaintiff's contention of the HQ not being able to house 30 employees is correct. If it's 886.4, it's potentially incorrect. Additionally, it's possible the number is a fabrication which gains relevance as fraud on the Court in sworn statements already suspected of multiple deficiencies. Not compound, it's a single question: Are these two documents conflicting in the numbers listed? Burdensome without explaining how it's burdensome. Claims that plain English words are vague and ambiguous with no explanation of how they are vague and ambiguous. Not confidential or proprietary, it's public information published by the Defendant and their shareholders. Public information and messaging is not a trade secret.	

			Publicly released statements do not have a privacy shield or right to be considered private. Not overbroad in scope or time, especially as it relates to present-day. Scope and time were both were defined at the onset of the document. Not vague and ambiguous. Overby only filed two declarations. Clearly, numerically and chronologically if there are two, only one can have an 'earlier' declaration. Perjury issue: It's indisputable. The contradiction exists.	
RFA 20	Admit that you have more customers in California than Denmark	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is vague and ambiguous with respect to the term 'customers.' Rokoko further objects that this Request is overbroad as to scope and time.	**Fact Issues:** Defendant has never indicated in any way that they have *any customers in Denmark*. **Objection issues:** Objection is boilerplate. Directly relevant to the claims in the 5th cause of action for RICO and for statements which the Defendant made to the Court which appear to be	Rokoko's Supplemental Response to RFA No. 20, served on March 20, 2026, responds as follows: "**Admit**" As such, RFA No. 20 is no longer at issue.

		Rokoko further objects to the extent that this Request seeks information that is not relevant the claims or defenses of any party to this action.	inaccurate and ties directly to fraud on the Court. Claims that plain English words are vague and ambiguous with no explanation of how they are vague and ambiguous including the word "customer" Not overbroad in scope or time, especially as it relates to present-day. Scope and time were both were defined at the onset of the document.	
RFA 21	Admit many or all of your core operational servers are located in Los Angeles.	In addition to the General Objections set forth above, Rokoko objects to the extent that this Request is vague and ambiguous with respect to the term 'core operational servers.' Rokoko further objects that this Request is ambiguous and overbroad as to scope and time, insofar as it seeks an admission	**Fact Issues:** The servers were listed out in the original Complaint. They are further detailed in the amended Complaint but within the Defendants' own source code. **Objection issues:** Objection is boilerplate. Directly relevant to the claims in the 2nd, 3rd, 4th, and 5th causes of action. Claims that plain English words are vague and ambiguous with no	Plaintiff has not defined what a "core operational server" is. The fact that Plaintiff listed out what he alleges to be the servers in his original Complaint is immaterial – as written and within the context of the Request, the phrase "core operational server" is vague and ambiguous. Furthermore, the location of alleged "core operational servers" is not related to any pending claim or defense. Plaintiff has

		regarding 'many or all' servers. Rokoko further objects to the extent that this Request seeks confidential or proprietary information protected by trade secrets, the right to privacy, or any other applicable right or privilege.	explanation of how they are vague and ambiguous. Not confidential or proprietary or a trade secret, it's public information easily viewable by anyone with the internet using legally mandated repositories like WHOIS information and also public repositories like DNS and MX lookups. Publicly released information do not have a privacy shield or right to be considered private. Not overbroad in scope or time, especially as it relates to present-day. Scope and time were both were defined at the onset of the document.	not defined what these servers are, their purpose, or how they are related to his causes of action.
RFA 22	Admit that Defendant did not disclose to the Danish government the existence of its continued operations in California after receiving multi-million-dollar	In addition to the General Objections set forth above, Rokoko objects that this Request is vague and ambiguous with respect to the terms 'disclose,' 'existence,' and 'continued	**Fact issues:** Dkt #52, p.45 shows an article where Rokoko was given a DKK 19M investment from the Danish government if the business moved entirely back to Denmark. Records show that even through 2024 CEO, CFO and Secretary Jakob Balslev continued	This information is not related to any pending claim or defense, and is therefore irrelevant. The Request's relevance, if any, involved jurisdictional issues involving removal that have since been resolved by this Court.

	funding or investments.	operation,' 'funding,' and 'investments.' Rokoko further objects that this Request is overbroad as to scope and time. Rokoko further objects to the extent that this Request seeks confidential or proprietary information. Rokoko further objects that this Request is unduly burdensome and harassing insofar as it seeks financial information unrelated to any claims or defenses of any party to this action.	working, with employees, in California with the company registered to his ~$2M luxury S.F. apartment. **Objection issues:** Objection is boilerplate. Directly relevant to the claims in the 5th cause of action for RICO. Claims that plain English words are vague and ambiguous with no explanation of how they are vague and ambiguous. Not confidential or proprietary, it's public information published by the Defendant, media outlets and the Danish government. Does not seek financial information. This is an admission, not an RFP or interrogatory. Publicly released statements do not have a privacy shield or right to be considered private. Not overbroad in scope or time, especially as it	The Request also refers to alleged and speculative "multi-million-dollar funding or investments" without further identifying information, rendering the Request vague, ambiguous, and compound such that Rokoko is unable to admit or deny this Request.

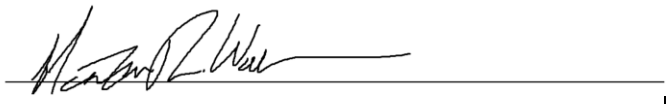
			relates to present-day. Scope and time were both were defined at the onset of the document.	
RFA 35	Admit that Mikkel Overby's initial declaration contains a handwritten signature placed by him	In addition to the General Objections set forth above, Rokoko objects that this Request fails to identify the 'initial declaration' with sufficient particularity, rendering the the Request is vague and ambiguous such that Rokoko is unable to formulate a response or otherwise admit in good faith. Rokoko further objects that this Request is overbroad as to time and scope. Rokoko further objects that the methods by which Rokoko drafts litigation documents is not relevant to any claim or defense	**Fact Issues:** Dkt #1-4 clearly shows a handwritten signature:  Mikkel Overby **Objection issues:** Objection is boilerplate. Relevance is directly tied to the authenticity of documents in this matter, raised issues of fraud before the Court and the judicial process itself. No lack of particularity. If there are only two dclarations, and the word "initial" is used, that means first, as in ONE (1), which is precisely the docket number of the declaration. Not overbroad as to scope and time as both were defined and this is specifically targeting only	Rokoko's Supplemental Response to RFA No. 35, served on March 20, 2026, responds as follows: "**Admit** that the June 11, 2025 declaration of Mikkel Overby contains Mr. Overby's digital handwritten signature." As such, RFA No. 35 is no longer at issue.

		of any party to this action.	matters in the Course of litigation which has a fixed, known and defined window of time.	
RFA 36	Admit that Mikkel Overby's second declaration contains a DocuSign signature because it was drafted by ReedSmith and sent to him for signature.	In addition to the General Objections set forth above, Rokoko objects that this Request fails to identify the 'second declaration' with sufficient particularity, rendering the Request vague and ambiguous such that Rokoko is unable to formulate a response or otherwise admit in good faith. Rokoko further objects that this Request is improperly compound and overbroad as to time and scope. Rokoko further objects that to the extent that this Request seeks information protected by the work product	See RFP #12	Rokoko's Supplemental Response to RFA No. 36, served on March 20, 2026, responds as follows: "**Admit** that the July 28, 2025 declaration of Mikkel Overby was signed through DocuSign. **Denied** as to the remainder of RFA No. 36." As such, RFA No. 36 is no longer at issue.

		doctrine, attorneyclient privilege, or any other applicable privilege. Rokoko further objects that the methods by which Rokoko drafts litigation documents is not relevant to any claim or defense of any party to this action.		

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

Executed this March 26, 2026, in Santa Clarita, California.



Matthew R. Walsh
Plaintiff In Pro Per

EXHIBIT 1

United States District Court
Central District of California

Matthew R. Walsh,

Plaintiff(s),

v.

Rokoko Electronics et al.,

Defendant(s)

Case CV 25-05340-ODW(RAO)

SCHEDULING MEETING OF COUNSEL [FRCP 16, 26(f)]

NOTICE OF INTENT TO ISSUE SCHEDULING ORDER on November 17, 2025.

This case has been assigned to the calendar of United States District Judge Otis D. Wright II. The responsibility for the progress of litigation in the federal courts falls not only upon the attorneys in the action, but upon the court as well.

In order "to secure the just, speedy, and inexpensive determination of every action," Fed. R. Civ. P. 1, all counsel are hereby ordered to familiarize themselves with the Federal Rules of Civil Procedure ("Rule" or "Rules"), the Local Rules of the Central District of California, and the standing rules of this Court.

Counsel please note the changes made to former Local Rule 6, now superseded by Federal Rules of Civil Procedure 16 and 26(f), effective December 1, 2000. The Court will issue a Scheduling Order pursuant to Federal Rule of Civil Procedure 16(b)

Rev. 01/25

89

on or before the date set forth in the caption.[1] **No scheduling conference will be held unless ordered by the Court.** Counsel shall meet at least 21 days in advance of the above date to prepare a jointly signed report for the Court, to be submitted no less than 7 days before the above date. *See* Fed. R. Civ. P. 26(f)(1)–(2). The report is to contain the items set forth below. Pursuant to Rule 16(c), the parties shall be represented by counsel with authority to enter into stipulations regarding all matters pertaining to conduct of the case.

The Joint Report to be submitted shall contain the items listed in Rule 26(f); the parties' recommendations and agreements, if any, about the final scheduling order as listed in Rule 16(b)(1) through (6); and those items listed in Rule 16(c) which counsel believe will be useful for the Court to know. Items which must be listed are the following:

(1) a listing and proposed schedule of written discovery, depositions, and a proposed discovery cut-off date;

(2) a listing and proposed schedule of law and motion matters, and a proposed dispositive motion cut-off date;

(3) a statement of what efforts have been made to settle or resolve the case to date and what settlement procedure is recommended pursuant to Local Rule 16-15.4 (specifically excluding any statement of the terms discussed);

(4) an estimated length of trial and a proposed date for the Final Pretrial Conference and for Trial;

(5) a discussion of other parties likely to be added;

(6) whether trial will be by jury or to the court;

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[1] Unless there is a likelihood that upon motion by a party the Court would order that any or all discovery is premature, it is advisable for counsel to begin to conduct discovery actively before the Court issues a Scheduling Order. At the very least, the parties shall comply fully with the letter and spirit of Rule 26(a) and thereby obtain and produce most of what would be produced in the early stage of discovery, because in the Scheduling Order, the Court will impose tight deadlines to complete discovery.

90

(7) any other issues affecting the status or management of the case, including whether there is an immediate need for a case management conference; and

(8) proposals regarding severance, bifurcation, or other ordering of proof.

In addition, the Joint Report shall contain the following:

(1) a short synopsis of the principal issues in the case;

(2) a statement of whether pleadings are likely to be amended; and

(3) a statement as to issues which any party believes may be determined by motion.[2]

In the Scheduling Order, the Court will set a date for discovery cut-off,[3] a final date by which dispositive motions must be set for hearing, a Final Pretrial Conference date, and a trial date.

A continuance of the date set forth in the caption will be granted only for good cause. (Counsel are informed that continuance of the above date causes commensurate delay in the trial date.) **The failure to submit a Joint Report in advance of the date set forth in the caption may result in the dismissal of the action, striking the answer and entering a default, or the imposition of sanctions**.

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[2] Where the Plaintiff's claim is predicated in whole or in part on denial of benefits under a plan regulated by the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1000 *et seq*. ("ERISA"), the parties shall address the following additional issues in their Joint Report: (1) Standard of Review: What standard of review is applicable? If the parties disagree, they shall propose a schedule for early briefing and decision of this issue on Motion; and (2) Pre-emption: Is there any contention that any state-law claim asserted by Plaintiff is pre-empted by ERISA? If so, the parties shall propose a schedule for early briefing and decision of the issue on Motion.

[3] This is not the date by which discovery requests must be served; but the date by which all discovery is to be completed. Any motion challenging the adequacy of discovery responses must be filed timely, served, and calendared sufficiently in advance of the discovery cutoff date to permit the responses to be obtained before that date, if the motion is granted. The Court requires compliance with Local Rules 37-1 and 37-2 in the preparation and filing of discovery motions. Except in the case of an extreme emergency which was not created by the lawyer bringing the motion, discovery motions may not be heard on an ex parte basis.

91

A settlement procedure appropriate to the particular case will be used in every civil action pursuant to Local Rule 16-15.1. In the Joint Report, counsel are to recommend a specific settlement procedure provided for in Local Rule 16-15, which will be utilized in this case. Available alternatives for consideration, not to the exclusion of others, include:

(1) a settlement conference before the magistrate or district judge assigned to this case (Local Rule 16-15.4(1));

(2) appearance before an attorney selected from the Attorney Settlement Officer Panel (Local Rule 16-15.4(2));

(3) appearance before a retired judicial officer or other private or non-profit dispute resolution body for non-judicial settlement or mediation proceedings (Local Rule 16-15.4(3));

(4) such other settlement mechanism proposed by the parties and approved by the court.

The report to the Court as to the above items should be preceded by a thorough and frank discussion among the attorneys for the parties. A Joint Report which does not comply with Rule 16, Rule 26(f), and this Order may cause continuance of the date set forth in the caption and possible sanctions under Rule 16(f) against the party or parties responsible. No courtesy copies of the Joint Report are required.

Motions shall be filed in accordance with Local Rule 7; the next available motion date can be found on the Court's motion calendar, which can be viewed on the Court's website.[4] This Court hears motions on **Mondays, commencing at 1:30 p.m. No supplemental brief shall be filed without prior leave of Court**. Courtesy copies are not required, except for motions for summary judgment or motions involving a substantial evidentiary showing. For these motions only, conformed courtesy copies of **moving, opposition, and reply papers** shall be delivered to the courtesy box on

[4] All law and motion matters, except for motions in limine, must be set for hearing (not filing) by the motion cutoff date.

92

the 4th FLOOR of the U.S. Courthouse, 350 W. 1st Street, **by 2:00 p.m. the following business day. Courtesy copies shall NOT be blue-backed.** Adherence to the timing requirements is mandatory for chambers' preparation of motion matters.

Counsel should take note of the changes to the Local Rules affecting motion practice in the Central District. Among other things, Local Rule 7-3 requires counsel to engage in a pre-filing conference "to discuss thoroughly . . . the substance of the contemplated motion and any potential resolution." Counsel should discuss the issues sufficiently that if a motion is still necessary, the briefing may be directed to those substantive issues requiring resolution by the Court. Counsel should resolve minor procedural or other nonsubstantive matters during the conference.

Memoranda of Points and Authorities in support of or in opposition to motions shall not exceed 7,000 words. C.D. Cal. Civ. L.R. 11-6.1. **Replies shall not exceed 3,300 words.** Only in rare instances and for good cause shown will the Court grant an application to extend these limitations. **Typeface shall comply with Local Rule 11-3.1.1. NOTE: Times New Roman font must be used and the size must be no less than 14.** Footnotes shall be in typeface no less than two sizes smaller than text size and shall be used sparingly. Filings that do not conform to the Local Rules and this Order will not be considered.

Each party filing or opposing a motion or seeking the determination of any matter shall serve and lodge a Proposed Order setting forth the relief or action sought and a brief statement of the rationale for the decision with appropriate citations. At least two lines of the text of any order or judgment shall appear on the page that has the line provided for the signature of the judge, and at least two lines above the signature line shall be left blank for the judge's signature. C.D. Cal. L.R. 58-10.

Counsel are reminded ex parte applications are solely for extraordinary relief. *See Mission Power Engineering Co. v. Continental Casualty Co.*, 883 F. Supp. 488 (C.D. Cal. 1995).

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93

Counsel for Plaintiff shall immediately serve this Order on all parties who have not yet appeared in this matter, including any new parties later added to the action.

IT IS SO ORDERED.

September 9, 2025

OTIS D. WRIGHT, II
UNITED STATES DISTRICT JUDGE