

1 MATTHEW R. WALSH
2 19197 golden valley rd #333
3 Santa Clarita, CA 91387
4 (661) 644-0012
5 Plaintiff In Pro Per,

6 **UNITED STATES DISTRICT COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA**

MATTHEW R. WALSH

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

Plaintiff In Pro Per,

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

vs.

ROKOKO ELECTRONICS
(AND DOES 1 THROUGH 50,
INCLUSIVE)

Hearing Date: February 22, 2026
Time: 10:00 AM
Department/Judge: Hon. Oliver,

Defendant

**PERSONAL DECLARATION OF
MATTHEW R. WALSH re:
EVIDENCE CONTRADICTING
DEFENDANT’S DISCOVERY
RESPONSES**

State Court Action Filed: May 12, 2025
Removal Date: June 12, 2025
Discovery Cutoff: August 10, 2026
Trial Date: March 9, 2027

8
9 I, Matthew R. Walsh, declare I am the Plaintiff in this matter. I have
10 personal knowledge of the following facts and if called as a witness I could
11 and would testify competently hereto. All text, images and exhibits herein

12 are true and accurate copies which I have received or have made and I am
13 authenticating all of them under the penalty of perjury.

14
15 **EXHIBIT 1.** Defendant says DENIED that the animation files does
16 not contain CMI. This exhibit shows it does extensively and matches
17 the exact requirements of the statute. **This is a sole required material**
18 **fact which causes three CoA's to rise or fall.**

19 **EXHIBIT 2.** Defendant says DENIED that the terms were changed in
20 2025 to allow retroactive I.P. rights. This exhibit shows their own
21 March, 22, 2025 effective e-mail announcing the change, their own
22 software installer from present day showing that same effective date;
23 and the installer displaying the very retroactive rights granted.

24 **EXHIBIT 3.** Defendant says DENIED that they did not refuse to
25 provide parts to Plaintiff. This exhibit shows e-mails where they did
26 just that for 7 months.

27 **EXHIBIT 4.** Defendant says NONE LOCATED to 3rd party contracts
28 regarding AI/ML use. This exhibit shows multiple, signed, 3rd party
29 contracts for AI/ML use of the data.

30 **EXHIBIT 5.** Defendant says DENIED except for 2% ownership
31 overlap. This exhibit shows business records, signed agreements,

32 property information and IP address traces showing 78% of ownership
33 overlap and commingled operations.

34 **EXHIBIT 6.** Defendant said DENIED to overlapping board meetings.

35 This exhibit shows Rokoko board members and owners, with Rokoko
36 e-mail addresses, at Rokoko’s physical office conducting CoCo Care
37 board meetings... While RFA #4 was DENIED as “only 2% overlap”

38 **EXHIBIT 7.** Defendant said NONE LOCATED regarding posts or

39 comments they; or their agents or representatives have made online
40 about Plaintiff. This exhibit shows defamatory Wikipedia entries
41 made by the Defendants which trace to the Defendants cell phone; at
42 the Defendants office in Copenhagen. Another IP address trace
43 appears similarly close to their Copenhagen office in an outside town
44 relative to Jakob Balslev’s apartment. The exhibit also shows Rokoko
45 admitting in this very Court that Corridor Digital is a business partner.
46 The exhibit then shows Corridor Digital’s reddit where they posted
47 about the Plaintiff, then a YouTube and Spotify series where they
48 admit (and show) they are actively speaking via text/DM with Rokoko
49 while plainly defaming the Plaintiff to their 10M followers.

50 **EXHIBIT 8.** Defendant said NONE LOCATED for the definition of
51 the word they invented “anonymized” nor any published policies on

52 how it is done or what it is. This exhibit shows their own privacy
53 policy explains it, as does their own website in multiple areas and
54 their own 2025 terms and conditions agreement.

55 **EXHIBIT 9.** Defendant maintained DENIED for over six months that
56 this handwritten signature – is a handwritten signature.

57 **EXHIBIT 10.** Defendant said DENIED when asked if a personal
58 declaration (asserting as fact all the owners and managers work day to
59 day in Copenhagen) erroneously states it was executed in
60 Copenhagen. This exhibit shows the DocuSign records, IP address
61 traces, driving directions and maps showing it was executed at Mikkel
62 Overby's home internet account in Tranbjerg, Midtjylland; nearly 4-
63 hours two large islands away. and 300km from Copenhagen,
64 Denmark. An impossible daily commute of ~8 hours. The exhibit
65 further shows that very signatory Mikkel Overby's IP address for
66 **every work related e-mail** traces again back to Tranbjerg; never
67 Copenhagen. DocuSign records confirm.

68 **EXHIBIT 11.** Defendant objected to admitting to a false word count on
69 a Motion to Dismiss (6,999 words); then painted the Plaintiff across
70 filings as a liar while objecting to his request to exceed word counts.
71 This exhibit shows a forensic word counting of their Motion to

72 Dismiss which shows it is actually 7,351 words. A difference of about
73 an extra page. It also includes a video of Plaintiff performing page by
74 page accurate word counts.

75 **EXHIBIT 12.** Defendant opposed RFA #43 because “EULA” is vague
76 and ambiguous. This exhibit shows they defined EULA in their own
77 initial disclosures and said they’d rely upon it at trial. The Exhibit
78 further shows their terms, on their website, define EULA.

79 **EXHIBIT 13.** The Defendant told the Court they had never spoken with
80 any other third parties regarding Plaintiff’s subpoenas. This exhibit
81 shows not only did the subpoena participants object the same day they
82 were signed, not even served yet; but Rokoko was on CC already.
83 Further, it shows the parties coordinated with their employees and
84 security staff to refuse access by the service processor; even the law
85 firm of Nave-Z who went so far as to instruct security to state (a) the
86 business moved and (b) never heard of them all while Plaintiff was on
87 the phone with the firm and the processor. It wasn’t until sanctions
88 were threatened against the attorneys that they accepted service.

89 **EXHIBIT 14.** The Defendant told the Court the subpoenas were issued
90 in August, ahead of discovery and that’s why they should be mooted.

91 This exhibit shows they were actually signed, stamped and issued
92 *after discovery opened* on September 26, 2025.

93
94 I declare under penalty of perjury under the laws of the United States of America
95 that the foregoing is true and correct.

96
97 Executed this March 30, 2026, in Santa Clarita, California.

98 

99 Matthew R. Walsh
100 Plaintiff In Pro Per
101
102

103

104

105

EXHIBIT 1

106

107 **RFA No. 20** Admit that your animations contain CMI including but not limited to
108 (authors name, unique serial numbers, other unique identifiers).

109 **Response: Denied.**

CMI is Embedded In The Files Themselves.

```

Offset (h) 77 78 79 7A 7B 7C 7D 7E 7F Decoded text
00000000 20 20 20 20 20 22 60 61 73 {"teamMembers": [... {"name": "Matthew", "email": "matt@...", "avatarBytearray": null
00000008 41 79 22 3A 20 4E 71 6C {"name": "Matthew", "email": "matt@...", "avatarBytearray": null
00000100 65 54 44 44 44 44 44 44 {"name": "Matthew", "email": "matt@...", "avatarBytearray": null
00000180 64 31 61 37 31 66 30 39 39 {"name": "Matthew", "email": "matt@...", "avatarBytearray": null
00000200 67 73 65 74 5F 64 61 74 61 {"name": "Matthew", "email": "matt@...", "avatarBytearray": null
00000280 31 34 39 31 78 5C 22 48 {"name": "Matthew", "email": "matt@...", "avatarBytearray": null
00000300 28 30 2E 31 30 29 37 38 34 {"name": "Matthew", "email": "matt@...", "avatarBytearray": null
00000380 5C 22 62 8C 22 3A 30 2E {"name": "Matthew", "email": "matt@...", "avatarBytearray": null
00000400 2D 0D 0A 20 20 20 20 20 {"name": "Matthew", "email": "matt@...", "avatarBytearray": null
00000480 6C 73 65 2C 0D 0A 20 20 {"name": "Matthew", "email": "matt@...", "avatarBytearray": null
  
```

- 17 U.S.C. § 1202(c) is defined as information, including in digital form, ...
- (1) The title and other information identifying the work, including the information set forth on a notice of copyright.
- (2) The name of, and other identifying information about, the author of a work.
- (3) The name of, and other identifying information about, the copyright owner of the work, including the information set forth in a notice of copyright
- (7) Identifying numbers or symbols referring to such information or links to such information ... conveyed in connection with copies, phonorecords, performances, or displays of a copyrighted work.

```

Offset (h) 77 78 79 7A 7B 7C 7D 7E 7F Decoded text
00007800 37 64 2D 32 64 30 34 33 33 {"actions": [{"action": "Live Clip (Matt)", "name": "Live Clip (Matt)", "description": "Live Clip (Matt)", "type": "Live Clip (Matt)", "start": 0, "end": 0, "color": "#000000", "width": 100, "height": 100, "x": 0, "y": 0, "z": 0, "rotation": 0, "scale": 1, "opacity": 1, "isDeleted": false, "createdBy": "Matt", "createdOn": "2023-03-10T10:00:00.000Z", "lastModified": "2023-03-10T10:00:00.000Z"}]}
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```

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EXHIBIT 2

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129 Defendant answered DENIED to: “Admit that after March 2025, your terms of
130 service were changed to grant you the right to “anonymize” animations and resell
131 them to third parties.” This is their announcement e-mail, from March, 22, 2025
132 directly contradicting that denial:

Updates to Our Terms of Use



Rokoko <hi@rokoko.com>
To Matthew Walsh

Reply Reply All Forward ...

Thu 2/20/2025 7:00 AM

i If there are problems with how this message is displayed, click here to view it in a web browser.

ROKOKO

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

The most significant update focuses on the motion data that is created with Rokoko products. The change will allow us to leverage this data to enhance our products and services. This includes the possibility of sublicensing completely anonymized data to third parties, while ensuring that the data can never be redistributed in its original form. It opens the door for new opportunities and enables us to stay current and lead the development of our industry, together with our valued users.

You can review the full updated terms [here](#). By continuing to use Rokoko products after **March 22, 2025**, you'll be agreeing to the updated terms.

If you have any questions, please don't hesitate to reach out to us on support@rokoko.com or as a reply to this email.

All the best,

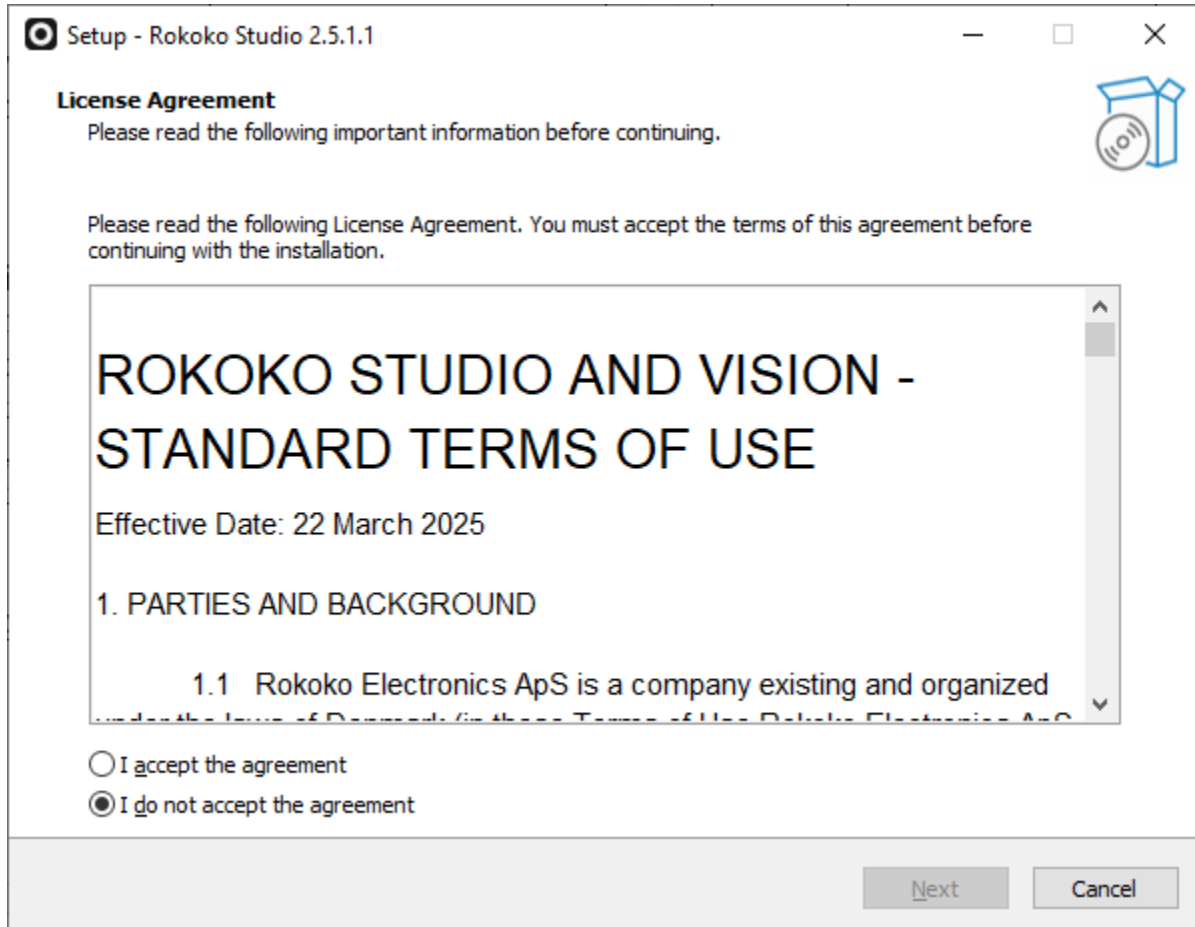
The Rokoko Team



Rokoko Electronics ApS
Sankt Gertruds Stræde 10, 1129 København, Denmark

133

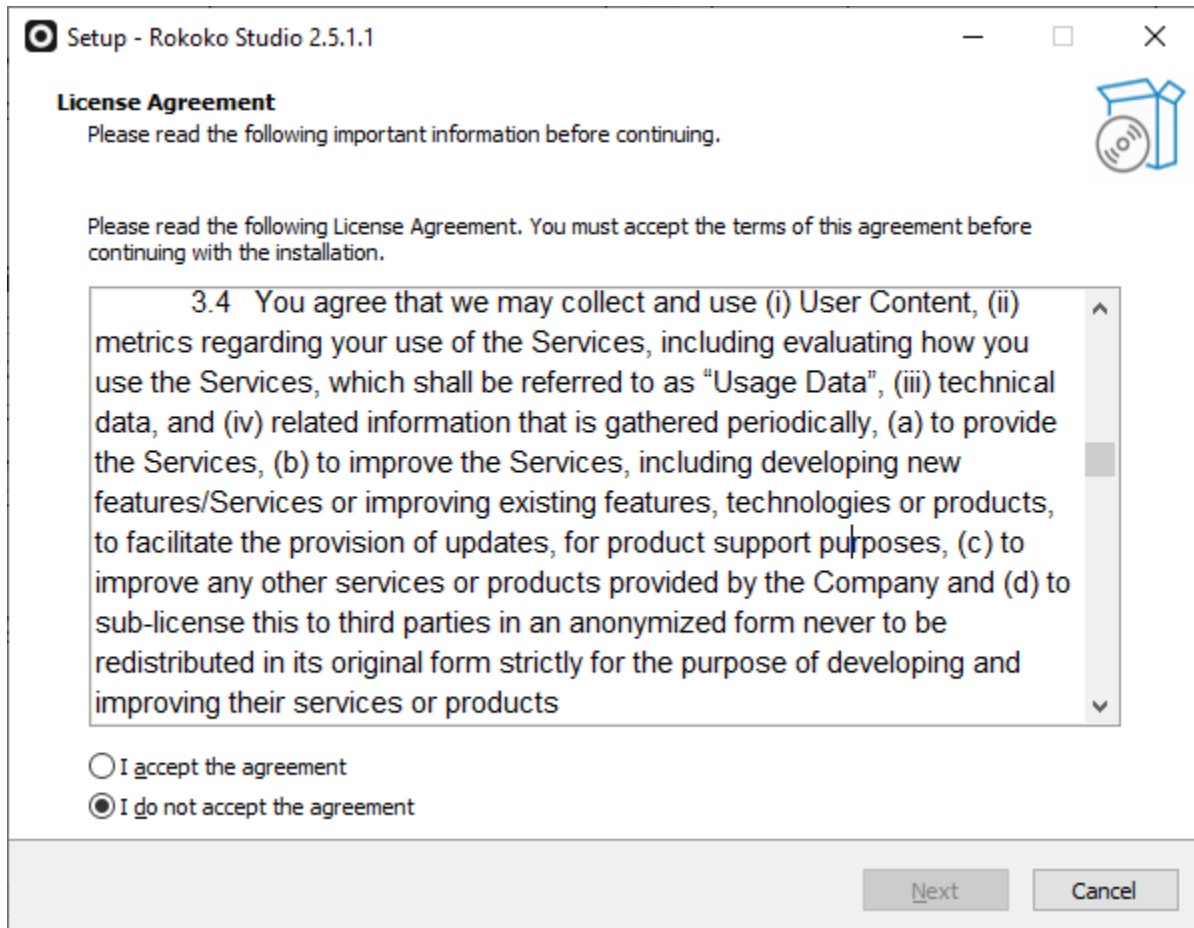
134 Here is their present-day software showing March, 22, 2025 as the effective date of
135 those terms, the date from the e-mail.



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137

138 Here are the terms showing that wording:



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EXHIBIT 3

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146 Rokoko refused parts from September 2024 to present.

[Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below here: ...



Dan Nikolaison (Rokoko) <support@rokoko.com>
To Matthew R Walsh

Reply Reply All Forward

Thu 11/21/2024 5:37 AM

You replied to this message on 11/21/2024 11:29 PM.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



Dan Nikolaison (Rokoko)

Nov 21, 2024, 15:36 GMT+2

Hi Matthew,

I'm afraid we no longer produce or stock the sensors or hub for the Smartsuit Pro I.

Best regards,

Dan Nikolaison
Customer Success Manager

rokoko.com

Follow us on:

[Instagram](#),

[Twitter](#),

[LinkedIn](#),

[Facebook](#), and

[TikTok](#).

Join our community of 3D artists, VFX experts, and game devs on [Discord](#).



Matthew R Walsh

Nov 21, 2024, 05:16 GMT+2

I cannot buy parts either?

147
148 In February, when they were aware litigation would be forthcoming, they stated
149 they'd look into some used parts... that never materialized

[Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below here: ...



Dan Nikolaison (Rokoko) <support@rokoko.com>
To: Matthew R Walsh

Reply Reply All Forward ...

Sun 2/9/2025 1:07 PM

You replied to this message on 2/10/2025 1:41 AM.
If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Your request (45999) has been updated. To add additional comments, reply to this email.



Dan Nikolaison (Rokoko)
Feb 9, 2025, 23:06 GMT+2

Hi Matt,

Thanks for your patience.

We may have found a solution that will enable us to source some spare sensors from an old (but functional) Smartsuit Pro I. I need a few more days to orchestrate this, but will get back to you as soon as I have more to share.

Best regards,

Dan Nikolaison
Customer Success Manager

150

RE: [Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below he...



matthew@winteryear.com
To: 'Rokoko'

Reply Reply All Forward ...

Fri 4/11/2025 7:02 PM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Dan,
I'm sure by now Rokoko is fully aware of my position. I am no longer willing to wait for resolution. I have been beyond patient to no resolve, and I've allowed this to impact my business long enough. There is nothing further to discuss beyond what I've already served upon your San Francisco office.

I expect resolution no later than Friday, April 18th.

Thank you,
Matthew R. Walsh

From: Dan Nikolaison (Rokoko) <support@rokoko.com>
Sent: Wednesday, March 26, 2025 8:55 AM
To: Matthew R Walsh <matthew@winteryear.com>
Subject: [Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below here: 1. Matthew R. Walsh, 28435 Ascent Way, Santa Clarit...

Your request (45999) has been updated. To add additional comments, reply to this email.

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EXHIBIT 4

1 **SUPPLEMENTAL RESPONSES TO REQUESTS FOR PRODUCTION OF**
2 **DOCUMENTS**
3 **REQUEST FOR PRODUCTION NO. 3.**

4 Produce all contracts, agreements, or memoranda of understanding between
5 Rokoko and any third party concerning user animation data, anonymization, resale,
6 licensing, or artificial intelligence/machine learning use, from January 1, 2020 to the
7 present.

159

12 Subject to and without waiving the foregoing objections, Rokoko responds as
13 follows: Pursuant to the Parties' March 4, 2026 and March 5, 2026 meet and confer(s),
14 Plaintiff has agreed to limit this Request to all contracts, agreements, or memoranda of
15 understanding between Rokoko and Tri-Fork or Naver Z, rather than "any third-party."
16 Following a diligent search and reasonably inquiry with respect to the narrowed
17 Request, Rokoko has not located any responsive, non-privileged documents within its
18 possession, custody, and control. Discovery is ongoing and Rokoko reserves the right
19 to supplement this response should documents or information be identified.

160

161 The evidence shows otherwise:



Certificate Of Completion

Envelope Id: 890EB4F4B6D04F438D4E9C3C173487B6 Status: Completed

Subject: Non-Disclosure Agreement (Rokoko Electronics Inc. and Snap)

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Snap Agreements

AutoNav: Enabled

63 Market Street

Enveloped Stamping: Enabled

Venice, CA 90291

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

svc-docusignironclad@snap.com

IP Address: 35.185.192.36

Record Tracking

Status: Original
1/22/2024 3:40:12 PM

Holder: Snap Agreements
svc-docusignironclad@snap.com

Location: DocuSign

Signer Events

Mikkel Overby
mikkel@rokoko.com
Chief Operating Officer
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Mikkel Overby
9307DF65261E4B0...

Signature Adoption: Pre-selected Style
Using IP Address: 176.21.116.77

Timestamp

Sent: 1/22/2024 3:40:15 PM
Viewed: 1/23/2024 1:23:46 AM
Signed: 1/23/2024 6:05:31 AM

162

Snap for Developers Lens Studio Camera Kit Spectacles Snap Kit API Reference

Lens Studio 5

Download

FEATURES

- AR Tracking >
- Animation >
- Audio >
- Bitmoji Avatar >
- Bitmoji Suite >
- Camera >
- Connected Lenses >
- Games >
- Lens Studio AI >
- GenAI Suite >
- Graphics, Materials and Particles >
- Lens Cloud >
- Location AR >
- Persistent Storage >
- Physics >
- Prompt & Response >
- Remote APIs >
- Scripting >
- Package Management >
- SnapML >
- SnapML Overview
- Quick Start

Supported on

Snapchat Camera Kit

Copy page

SnapML Overview

In this guide, we will go over some of the bigger concepts that underlie how machine learning works within Lens Studio and Snapchat. Many of these ideas are common to machine learning, so you may be familiar with a few of them already. If not, don't worry, we're here to help!

Machine Learning and Lens Studio

Practically speaking, you might already be using machine learning in Lens Studio without realizing it if you've been using segmentation, skeletal tracking, and other features!

In addition to the built-in ML (machine learning) models which come with Lens Studio, Lens Studio 3.0 introduces SnapML. SnapML allows you to add your own ML models to your Lenses, which means that you can extend the capabilities of Lens Studio to do more than what it comes with!

Lenses with SnapML are distributed in the same way as other Lenses are, which means they are available to millions of Snapchatters without them having to download a new app or do anything additional!

How it Works

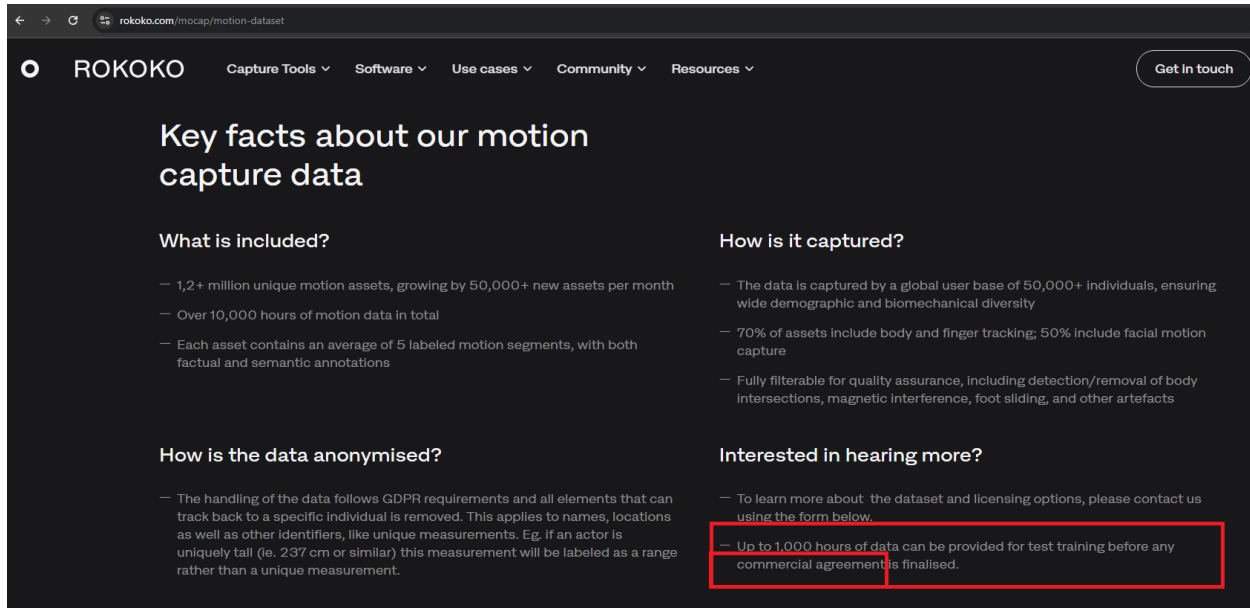
The capabilities you can add to Lens Studio and Lenses depends on the ML models that you have. ML models provide instructions for applying an algorithm in order to arrive at a result.

You can import models created using many different frameworks like PyTorch, TensorFlow, Roboflow and frameworks compatible with ONNX.

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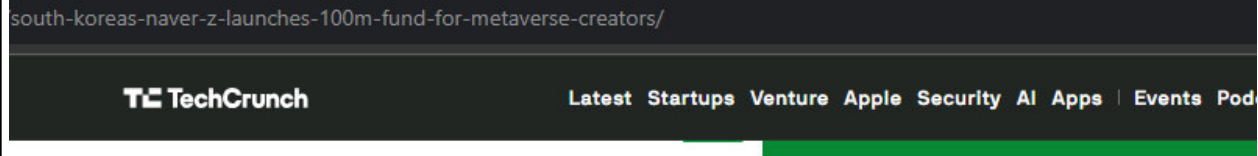
165 Further, the Defendant’s website openly states they have commercial agreements
166 for the animation date:



167

168

169 Concerning Naver-Z; they started a \$100M fund in 2022, the same year the
170 Defendant's launched their pitch deck and plans to monetize users animation data
171 with third parties:



South Korean internet conglomerate Naver Group continues to ride the hottest internet trends targeting young users. It has been the [name behind messaging giant Line](#) and [popular selfie app Snow](#). And now, it's charging into the metaverse, the red hot concept that makes Roblox, Epic Games and other gaming giants the talk of the town.

Naver Z, [a Naver subsidiary](#) that runs the 3D-avatar app Zepeto, is launching a \$100 million fund in the upcoming months to promote its newly launched plugin [powered by Unity](#), the platform that enables creators to develop 2D and 3D content for mobile phones, PCs or virtual reality devices.

Four-year-old Zepeto provides an amalgam of entertainment, gaming, and social networking experiences. It lets users render their selfies in 3D avatars, design digital spaces and interact with others. As of January, the app has 20 million monthly active users, [up from 10 million in May 2020](#), Rudy Lee, Naver Z's chief strategy officer, told TechCrunch.

The app's registered users have nearly doubled to 290 million since a year and a half ago, and the average session length in what it calls a "World", a user-generated virtual space that's the rough equivalent of Roblox's "Experience", is 30 minutes.

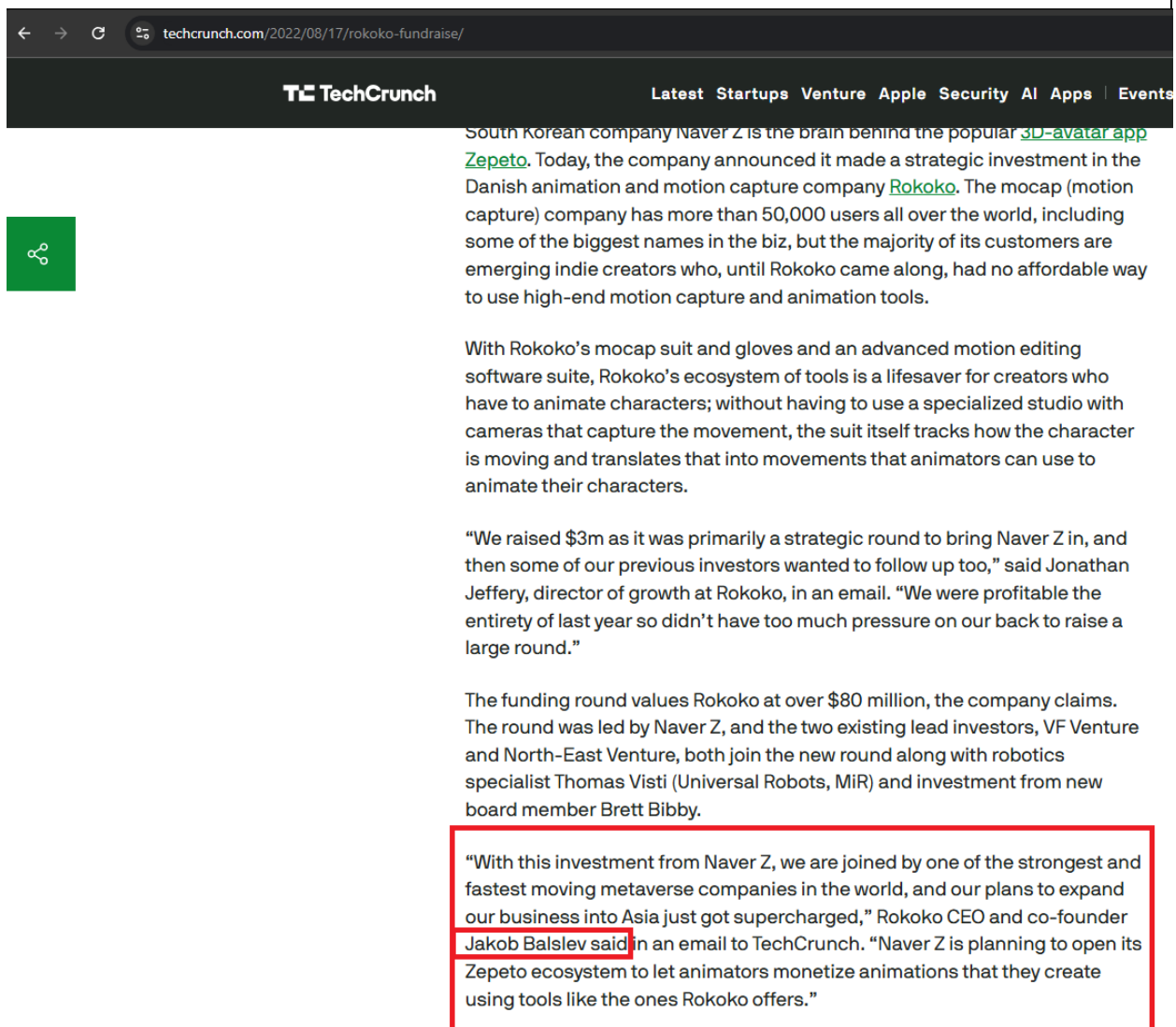
Zepeto has users around the world, but particularly among female teenagers and early twenty-somethings in South Korea and [China](#). Given its target demographics, it's no surprise designer brands like [Gucci](#) and [Ralph Lauren](#), as well as celebrities [Blackpink](#) and [Selena Gomez](#), have tapped Zepeto to construct their own branded digital experiences. Designer accessories that are prohibitively expensive for most people in real life are suddenly more affordable in Zepeto's virtual world.

The \$100 million creator fund will allow Zepeto to diversify the range of "metaverse" experiences it supports. Naver Z plans to take equity stakes in promising studios using the Unity plugin to generate 3D experiences on Zepeto, while it will also dole out cash rewards for high-potential Zepeto creators using the plugin, judging on performance metrics like plays, visits, and active users (those interested can apply via dl_ecofund@naverz-corp.com with links to their dev portfolio, said Lee).

The initiative arrives on the back of Naver Z's hefty \$100 million Series B

172

173 Also in 2022, the Defendants openly stated in a TechCrunch interview that they
174 precisely received investments from Naver-Z for the commercial sharing of
175 animation data:
176



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178

179 And here is one of the agreements signed by Naver-Z CEO Chang Kim. Precisely a
180 document Rokoko says doesn't exist.


DocuSign

Certificate Of Completion

Envelope Id: 0FD7938A4FD44C45A08A161A6AFA16CF Status: Completed
 Subject: Rokoko Electronics ApS - 020224
 Source Envelope:
 Document Pages: 133 Signatures: 59 Envelope Originator:
 Certificate Pages: 8 Initials: 0 Anne-Sophie Gammelgaard Andersen
 AutoNav: Enabled Højbro Plads 10, 2. (office 207)
 Envelopeld Stamping: Enabled nil
 Time Zone: (UTC-08:00) Pacific Time (US & Canada) Copenhagen K, Copenhagen 1200
 aga@highbridge.dk
 IP Address: 82.192.175.2

Record Tracking

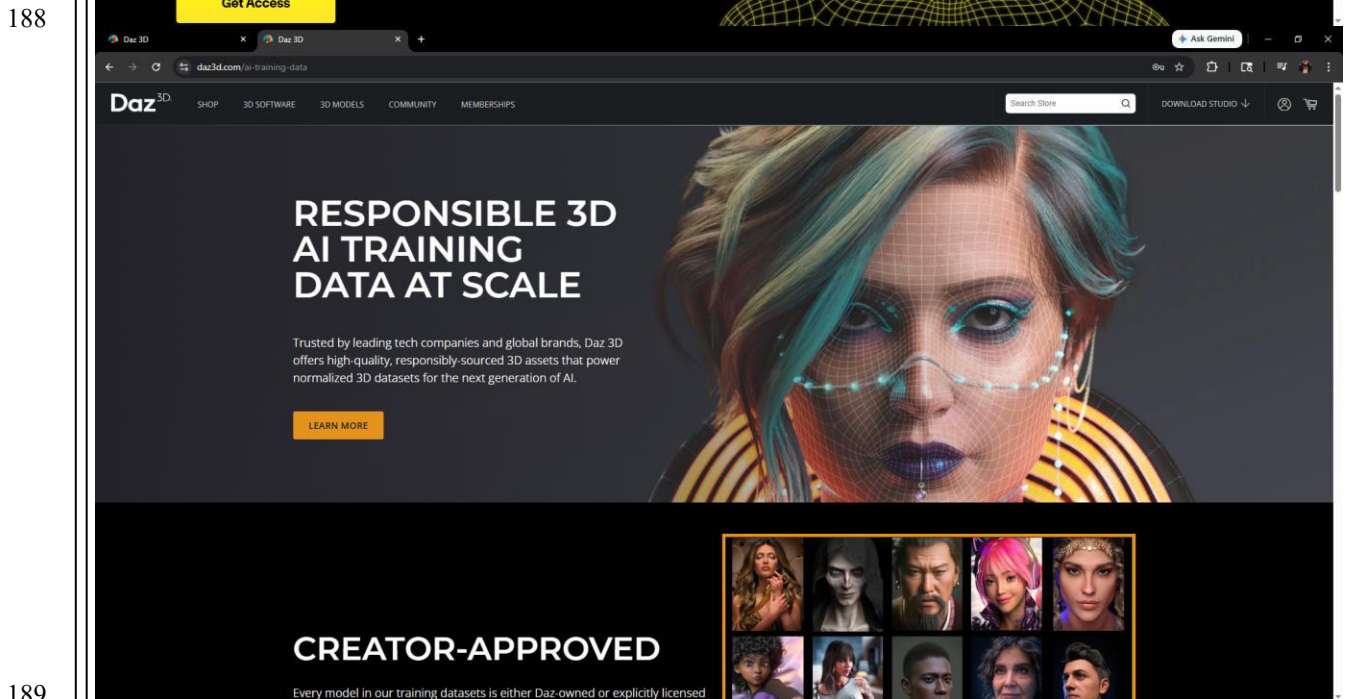
Status: Original Holder: Anne-Sophie Gammelgaard Andersen Location: DocuSign
 2/2/2024 3:19:44 AM aga@highbridge.dk

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure:		
Accepted: 2/5/2024 12:06:14 AM ID: 8cb48002-ad23-4916-9892-11fba05cc86d		
Chang Kim dl_naverzcontract@naverz-corp.com CEO NAVER Z Limited Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 211.249.71.131	Sent: 2/2/2024 5:09:31 AM Resent: 2/5/2024 12:05:24 AM Resent: 2/6/2024 2:49:01 AM Resent: 2/6/2024 3:49:13 AM Viewed: 2/6/2024 3:50:20 AM Signed: 2/6/2024 3:50:35 AM
Electronic Record and Signature Disclosure:		
Accepted: 2/6/2024 3:50:20 AM ID: 7a50820e-70a1-4b80-b44f-6194cf597992		
	Signature Adoption: Drawn on Device Using IP Address: 80.208.66.153 Signed using mobile	

181

182

183 Another one of the Defendant's third parties who received animation data and used
184 it for Artificial Intelligence training is Yellow. They received animation data
185 (Plaintiff's intellectual property) to train AI models to automatically make
186 characters and animations directly into their systems including Daz Studio.
187



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193

The Defendants claim no such agreements exist, however, here is such an agreement, signed by Yellow and Rokoko CEO Jakob Balslev


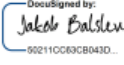
DocuSign

Certificate Of Completion

Envelope Id: E67E5664E57348A7B4E0E1207BF063EB Status: Completed
 Subject: Complete with DocuSign: Yellow Technologies - Mutual NDA
 Source Envelope:
 Document Pages: 5 Signatures: 2 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Nicole Belanger
 AutoNav: Enabled nicole@yellow3d.ai
 Envelope Stamping: Enabled IP Address: 166.198.34.104
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original Holder: Nicole Belanger Location: DocuSign
 5/24/2024 10:00:46 AM nicole@yellow3d.ai

Signer Events	Signature	Timestamp
Marie-Claude Lavoie mc@yellow3d.ai Head of Commercialization Yellow Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: Marie-Claude Lavoie 3459F2E790704E9...</small> Signature Adoption: Pre-selected Style Using IP Address: 67.68.142.21	Sent: 5/24/2024 10:02:14 AM Viewed: 5/24/2024 10:02:54 AM Signed: 5/24/2024 10:03:07 AM
Electronic Record and Signature Disclosure: Accepted: 5/24/2024 10:02:54 AM ID: 4278d834-f428-4e69-ac4f-8b9df66e57cc		
Jakob Balslev jakob@rokoko.com CEO Rokoko Electronics ApS Security Level: Email, Account Authentication	 <small>DocuSigned by: Jakob Balslev 90211CC63CB043D...</small> Signature Adoption: Pre-selected Style Using IP Address: 87.48.131.206	Sent: 5/24/2024 10:03:07 AM Viewed: 5/27/2024 5:25:41 AM Signed: 5/27/2024 5:28:49 AM

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The Defendants answer to the RFP provided is demonstrably false.

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EXHIBIT 5

205 Defendant falsely denied RFA #4

206

REQUEST FOR ADMISSION No. 4:

207

Admit that Rokoko Care (“CoCo”) and Rokoko Electronics share common ownership.

208

209

RESPONSE TO RFA #4:

210

Admitted insofar as the only shared owners of Rokoko Electronics and Coco Care are minority shareholders of Rokoko Electronics with less than 2% ownership. **Denied** as to the remainder of the Request

211

212

213

214

215 Corporation records actually show a completely different story:

1129
Denmark

Industry Codes 62.01.00: Computer programming activities (Dansk Branchekode 2007)
621000: Computerprogramming (Dansk Branchekode 2007)
62.01: Computer programming activities (European Community NACE Rev 2)
6201: Computer programming activities (UN ISIC Rev 4)

Number Of Employees 2-4

Alternative Names Rokoko Care ApS (trading name, 2023-12-08 -)

Directors / Officers Karen Skjerbæk Jørgensen, bestyrelsesmedlem, 25 Jun 2024-
Matias Søndergaard, direktør, 8 Dec 2023-
Matias Søndergaard, bestyrelsesmedlem, 8 Dec 2023-
Mikkel Lucas Overby, formand, 8 Dec 2023-
ROKOKO ELECTRONICS APS, stiftelse, 8 Dec 2023-

Inactive Directors / Officers Jakob Balslev, bestyrelsesmedlem, 8 Dec 2023-25 Jun 2024

Websites
WEBSITE
<http://www.rokokocare.com/>

Industry codes

CODE	DESCRIPTION	CODE SCHEME	details
621000	Computerprogramming	Dansk Branchekode 2007	details
62.01.00	Computer programming activities	Dansk Branchekode 2007	details

Shares issued

SHAREHOLDER	VOTING PERCENTAGE	details
M SØNDERGAARD HOLDING ApS (Denmark, 6 Mar 2014-)	50.00% – 66.65%	details
LOWCASH VENTURES ApS (Denmark, 21 Jan 2011-)	5.00% – 9.99%	details
Trifork Labs ApS (Denmark, 7 Jul 2008-)	20.00% – 24.99%	details

Rokoko Co-Founder (red arrow pointing to M SØNDERGAARD HOLDING ApS)

Mikkel Overby (red arrow pointing to LOWCASH VENTURES ApS)

This information OpenCorporates legal-entity data
Read more about us and why in our purpose, history and...
The OpenCorporates website and public-benefit use
Use the OpenCorporates API
License this data in bulk

216

217

218

219

220 Here is clear overlap with the COO Mikel Overby, co/founder Matias Sondergaard

221 and Trifork:


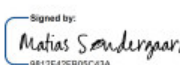

DocuSign

Certificate Of Completion

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Source Envelope:
Document Pages: 7 Signatures: 3
Certificate Pages: 5 Initials: 0
AutoNav: Enabled Envelope Originator:
Envelope Stamping: Enabled Andreas Lindegaard Halkjær
Time Zone: (UTC-08:00) Pacific Time (US & Canada) Højbro Plads 10, 2. (office 207)
nil
Copenhagen K, Copenhagen 1200
alh@highbridge.dk
IP Address: 82.192.175.2

Record Tracking

Status: Original Holder: Andreas Lindegaard Halkjær Location: DocuSign
9/5/2024 4:20:50 AM alh@highbridge.dk

Signer Events	Signature	Timestamp
Karen Skjerbæk Jørgensen ksj@trifork.com Security Level: Email, Account Authentication (None)	 <small>Signed by: A3007D43C48E412...</small> Signature Adoption: Drawn on Device Using IP Address: 87.48.43.173 Signed using mobile	Sent: 9/5/2024 4:26:50 AM Resent: 9/9/2024 4:18:43 AM Viewed: 9/9/2024 10:20:43 PM Signed: 9/9/2024 10:21:37 PM
Electronic Record and Signature Disclosure: Accepted: 9/9/2024 10:20:43 PM ID: f11bceb9-5f7f-42bc-bfab-8a5524961f1c	 <small>Signed by: 9812F429B09C43A...</small> Signature Adoption: Pre-selected Style Using IP Address: 93.165.144.106	Sent: 9/5/2024 4:26:49 AM Viewed: 9/5/2024 8:42:58 AM Signed: 9/5/2024 8:43:24 AM
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222

223

224

225 Here is more overlap involving CEO Jakob Balslev and head of Rokoko board
226 member Jess Tropp:

DocuSign

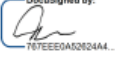



Certificate Of Completion

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Subject: Coco Care ApS - Minutes of Extraordinary General Meeting for signature

Source Envelope:
 Document Pages: 35 Signatures: 12 Envelope Originator:
 Certificate Pages: 6 Initials: 0 Ida Groth Christoffersen
 AutoNav: Enabled Højbro Plads 10, 2. (office 207)
 Envelope Stamping: Enabled nil
 Time Zone: (UTC-08:00) Pacific Time (US & Canada) Copenhagen K, Copenhagen 1200
igc@highbridge.dk
IP Address: 82.192.175.2

Record Tracking

Status: Original Holder: Ida Groth Christoffersen Location: DocuSign
 5/28/2024 3:54:39 AM igc@highbridge.dk

Signer Events	Signature	Timestamp
Alexander Holk Henriksen alexanderholk@hotmail.com Security Level: Email, Account Authentication (None)	 DocuSigned by: 767EEED0A52024A4...	Sent: 5/28/2024 6:16:49 AM Viewed: 5/28/2024 6:20:14 AM Signed: 5/28/2024 6:21:27 AM
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Emil Wolsk wolsk@dadlnet.dk Security Level: Email, Account Authentication (None)	 DocuSigned by: 245095049784C8...	Sent: 5/28/2024 6:16:48 AM Resent: 5/28/2024 7:38:49 AM Viewed: 5/28/2024 9:12:16 AM Signed: 5/28/2024 9:12:45 AM
Electronic Record and Signature Disclosure: Accepted: 5/28/2024 9:12:16 AM ID: e1249ecb-f214-482c-a524-b33d7b753cbe	Signature Adoption: Pre-selected Style Using IP Address: 87.52.108.34 Signed using mobile	
Jakob Balslev jakob@rokoko.com Security Level: Email, Account Authentication (None)	 DocuSigned by: 90211CC03CB043D...	Sent: 5/28/2024 6:16:47 AM Resent: 5/28/2024 7:38:50 AM Resent: 5/28/2024 8:18:07 AM Viewed: 5/28/2024 8:38:08 AM Signed: 5/28/2024 8:38:18 AM
Electronic Record and Signature Disclosure: Accepted: 5/28/2024 8:38:08 AM ID: 4fe9a1d9-61fe-40ab-87b8-830adb103d2b	Signature Adoption: Pre-selected Style Using IP Address: 87.104.240.97	
Jess Ørsgaard Libak Tropp jesstropp@gmail.com Security Level: Email, Account Authentication (None)	 DocuSigned by: 3DAAC1F3C8FD42D...	Sent: 5/28/2024 6:16:47 AM Viewed: 5/28/2024 6:38:34 AM Signed: 5/28/2024 6:40:35 AM

227

228

229 And again Mikkel Overby and Matias Sondergaard:

UD: 00100000-3782-4234-8063-880312000000

<p>Matias Søndergaard projektmatis@gmail.com Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  F1280F6DA5E4401...</p>	<p>Sent: 5/28/2024 6:16:47 AM Viewed: 5/28/2024 6:44:25 AM Signed: 5/28/2024 6:44:38 AM</p>
<p>Signature Adoption: Pre-selected Style Using IP Address: 93.165.144.106</p>		
<p>Electronic Record and Signature Disclosure: Accepted: 5/28/2024 6:44:25 AM ID: 87d4a5a9-0425-4b4e-af11-13354b29b643</p>		
<p>Mikkel Lucas Overby mikkellucasoverby@gmail.com Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  AA14C0C77F0049A...</p>	<p>Sent: 5/28/2024 6:16:47 AM Viewed: 5/28/2024 6:24:25 AM Signed: 5/28/2024 6:25:38 AM</p>
<p>Signature Adoption: Pre-selected Style Using IP Address: 87.48.131.206</p>		

230

231

232 And another with Trifork, CEO Jakob Balslev, Rokoko board head Jess Tropp,
233 Rokoko COO Mikkel Overby, Rokoko co-founder Matias Sondergaard, Head of
234 Product/CPO & Co-Founder Jakob Fisker (who developed CoCo care, while
235 working at Rokoko from 2020 - 2024 using Rokoko animation data (“Plaintiff’s
236 intellectual property”). He then went to work full time on CoCo care.

DocuSign

Certificate Of Completion


Envelope Id: 72D8D4634B544687A1683094CC70B578 Status: Completed

Subject: Coco Care ApS - Seed round documentation for your signature

Source Envelope:	Signatures: 44	Envelope Originator:
Document Pages: 67	Initials: 0	Andreas Lindegaard Halkjær
Certificate Pages: 7		Højbro Plads 10, 2. (office 207)
AutoNav: Enabled		nil
Envelope Stamping: Enabled		Copenhagen K, Copenhagen 1200
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		alh@highbridge.dk
		IP Address: 82.192.175.2


Record Tracking

Status: Original	Holder: Andreas Lindegaard Halkjær	Location: DocuSign
5/31/2024 4:18:14 AM	alh@highbridge.dk	

Signer Events	Signature	Timestamp
Alexander Holk Henriksen alexanderholk@hotmail.com Security Level: Email, Account Authentication (None)	 DocuSigned by: 77FEEED0A520244A...	Sent: 5/31/2024 4:59:04 AM Viewed: 5/31/2024 9:54:23 AM Signed: 5/31/2024 9:56:03 AM
	Signature Adoption: Drawn on Device Using IP Address: 217.74.150.26 Signed using mobile	

Electronic Record and Signature Disclosure:

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ID: 7fd07a94-36bc-46ce-a192-13c71db5c076

Chresten Plinius cpl@trifork.com Security Level: Email, Account Authentication (None)	 DocuSigned by: 478F0BB4F0BC4E8...	Sent: 5/31/2024 4:59:09 AM Viewed: 5/31/2024 5:52:15 AM Signed: 5/31/2024 5:53:17 AM
	Signature Adoption: Drawn on Device Using IP Address: 77.66.82.114	

237

Signer Events

Signature

Timestamp

Jakob Balslev
jakob@rokoko.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Jakob Balslev
90211C063CB043D...
Signature Adoption: Pre-selected Style
Using IP Address: 87.48.131.206

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Viewed: 5/31/2024 5:01:59 AM
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Electronic Record and Signature Disclosure:
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ID: 2f6caa33-9ce0-445b-9353-f43a9338886d

Jakob FISKER
jakob.fisker@hotmail.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Jakob FISKER
9674ECC9F83945A...
Signature Adoption: Pre-selected Style
Using IP Address: 61.105.105.10
Signed using mobile

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Viewed: 5/31/2024 5:14:25 AM
Signed: 5/31/2024 5:15:07 AM

Electronic Record and Signature Disclosure:
Accepted: 5/31/2024 5:14:25 AM
ID: 31ac2035-ac3f-4513-8bc1-8b6d5a6defbf

Jess Ørgaard Libak Tropp
jesstropp@gmail.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Jess Ørgaard Libak Tropp
4D4AC1F3C8FD42D...
Signature Adoption: Pre-selected Style
Using IP Address: 2.106.17.175

Sent: 5/31/2024 4:59:10 AM
Viewed: 5/31/2024 5:01:02 AM
Signed: 5/31/2024 5:01:32 AM

238



Search



Jakob Fisker
Head Of Product & Co-founder @ Coco Care

| Health tech | Patient data | Rehabilitat

Experience



Head Of Product & Co-founder

Coco Care · Full-time
Jan 2024 - Present · 2 yrs 3 mos

📍 Fysioterapi and Hospitalsvæsen



Rokoko

3 yrs 10 mos

● **Product Manager**

Full-time
Apr 2023 - Jan 2024 · 10 mos
Copenhagen Municipality, Capital Region of Denmark, Denmark · Hybrid

📍 Fysioterapi and Hospitalsvæsen

● **Clinical Lead Physiotherapist**

Full-time
Apr 2020 - Apr 2023 · 3 yrs 1 mo
Denmark

📍 Fysioterapi and Hospitalsvæsen

● **Clinical Lead Physiotherapist**

Apr 2020 - Apr 2023 · 3 yrs 1 mo

239

Matias Søndergaard
 projektmatis@gmail.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:
 Matias Søndergaard
 F1286F6DA5E4401...

Sent: 5/31/2024 4:59:07 AM
 Viewed: 5/31/2024 5:00:35 AM
 Signed: 5/31/2024 5:02:10 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 87.48.131.206

Electronic Record and Signature Disclosure:
 Accepted: 5/31/2024 5:00:35 AM
 ID: 07a7aa99-ef78-45d1-ae22-24b5376dcf72

Mikkel Lucas Overby
 mikkellucasoverby@gmail.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:
 Mikkel Lucas Overby
 806982498FPC4F7...

Sent: 5/31/2024 4:59:08 AM
 Viewed: 5/31/2024 5:04:14 AM
 Signed: 5/31/2024 8:36:05 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 176.21.116.77

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244

Rokoko has shown even while facing litigation that they will falsely represent the shared ownership of Rokoko Care/CoCo care. Mikkel Overby distanced himself from it stating “we therefore required that **they** changed the company name”. There is no they, he is an overlapping owner of both.

Re: Case dismissed, new case filed.



Mikkel Lucas Overby <mikkel@rokoko.com>
To matthew@winteryear.com

Reply Reply All Forward ...

Mon 5/5/2025 7:36 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

- Walsh v Rokoko Civil.pdf 2 MB
- Untitled attachment 05216.htm 389 bytes

Hi Matthew

Thank you for sharing the complaint. We have read it in full and want to share our initial response - we can come back with more details later. Generally, we see that it relies on a number of misunderstandings and misinterpretations of observations, which we are able to easily clarify and explain. We believe both parties will benefit from us doing this, as it will save us all a lot of time and effort.

A few non-exhaustive, short but important comments:

- We have never misappropriated yours, of any other users, intellectual property.** We have always been transparent in how we use and treat user motion data through our Terms of Use. We continued this path earlier this year, when we made and communicated an update to these. Still, to date, no commercial licensing of any user motion data has been done. Also, no user data has to date been used for any of our products. This is easily verifiable.
- Formation of “Coco Care” is not to shield liability in any way.** “Care” evolved as a research project in Rokoko. It was run by a dedicated team and had nothing to do with the motion data generated by the creators using our tools. When the project matured, it was spun off as a separate legal entity along with the tech that the Care team had developed. Today, it has no affiliation with Rokoko and we therefore also required that they changed the company name to avoid confusion. All parties involved from including the team, legal counsel and accountants will confirm this.

245

246 Rokoko Electronics, ApS is an owner of Rokoko Care/CoCo; as are the owners of
247 Rokoko Electronics. CoCo care, also has the same office address as Rokoko
248 Electronics:

opencorporates.com/companies/dk/44483637?logged_in

opencorporates
The Open Database Of The Corporate World

Company name or number

Companies Officers

Signed in successfully.

Coco Care ApS

Company Number 44483637

Status Normal

Incorporation Date 8 December 2023 (over 2 years ago)

Company Type Anpartsselskab

Jurisdiction Denmark

Registered Address Sankt Gertruds Stræde 10
København K
1129
Denmark

Industry Codes 62.01.00: Computer programming activities (Dansk Branchekode 2017)
621000: Computerprogramming (Dansk Branchekode 2007)
62.01: Computer programming activities (European Community NACE Rev 2)
6201: Computer programming activities (UN ISIC Rev 4)

Number Of Employees 2-4

Alternative Names Rokoko Care ApS (trading name, 2023-12-08 -)

Directors / Officers Karen Skjerbæk Jørgensen, bestyrelsesmedlem, 25 Jun 2024-
Matias Søndergaard, direktør, 8 Dec 2023-
Matias Søndergaard, bestyrelsesmedlem, 8 Dec 2023-
Mikkel Lucas Overby, formand, 8 Dec 2023-
ROKOKO ELECTRONICS APS, stiftere, 8 Dec 2023-

Inactive Directors / Officers Jakob Balslev, bestyrelsesmedlem, 8 Dec 2023-25 Jun 2024

249

250

opencorporates.com/companies/dk/35680667

opencorporates
The Open Database Of The Corporate World

Company name or number
Companies Officers

ROKOKO ELECTRONICS APS

Company Number 35680667
Status Normal
Incorporation Date 6 March 2014 (about 12 years ago)
Company Type Anpartsselskab
Jurisdiction Denmark
Restricted Protected against unsolicited advertising: the information registered about an advertising-protected company may not be used for direct marketing, which involves direct customer contact such as telephone calls, targeted postal items, etc. See: <https://datacvr.virk.dk/data/node/178>

Registered Address Sankt Gertruds Stræde 10
 København K
 1129
 Denmark

Industry Codes 27.90.00: Manufacture of other electrical equipment (Dansk Branchekode 2007)
 26.20.00: Manufacture of computers and peripheral equipment (Dansk Branchekode 2007)
 27.90: Manufacture of other electrical equipment (European Community NACE Rev 2)
 2790: Manufacture of other electrical equipment (UN ISIC Rev 4)
 26.20: Manufacture of computers and peripheral equipment (European Community NACE Rev 2)
 2620: Manufacture of computers and peripheral equipment (UN ISIC Rev 4)

Number Of Employees 20-49
Previous Names ROKOKO ELECTRONICS IVS

Directors / Officers [Alexandar Korsgaard Bruun](#), bestyrelsesmedlem, 21 Feb 2020-
[Brett Arthur Bibby](#), bestyrelsesmedlem, 22 Jun 2022-
[Jakob Balslev](#), stiftere, 6 Mar 2014-
[Jakob Balslev](#), bestyrelsesmedlem, 6 Mar 2014-
[Jakob Balslev](#), adm. dir., 6 Mar 2014-
[Jesper Lilledal Holmgaard](#), bestyrelsesmedlem, 28 Aug 2019-
[Jess Ørgaard Libak Tropp](#), formand, 25 Aug 2017-
[Michael Vangsgaard Christensen](#), bestyrelsesmedlem, 1 Jun 2025-
[Mikkel Lucas Overby](#), direktør, 1 Mar 2023-
[Thomas Visti Jensen](#), bestyrelsesmedlem, 1 Jun 2025-

251

252

253 The Defendant's statement is materially false.

254

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EXHIBIT 6

261 Defendant falsely denied RFA #5

262

263 **REQUEST FOR ADMISSION No. 4:**

264 Admit that Rokoko Care (“CoCo”) and Rokoko Electronics have held joint
265 or overlapping board meetings.

266 **RESPONSE TO RFA #4:**

267 **Denied**

268

269 Here are the overlapping board meeting minutes in which Rokoko members, using
270 both Rokoko Care and Rokoko e-mail addresses; along with Mikkel Lucas Overby
271 listed as the COO engaged in board meetings. This is one of several examples.

272



Certificate Of Completion

Envelope Id: 7B02093C2E304306B864ED002FBAD54E

Status: Completed

Subject: Coco Care ApS - Rules of Procedure for the Board

Source Envelope:

Document Pages: 7

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Andreas Lindegaard Halkjær

Højbro Plads 10, 2. (office 207)

nil

Copenhagen K, Copenhagen 1200

alh@highbridge.dk

IP Address: 82.192.175.2

Record Tracking

Status: Original
9/5/2024 4:20:50 AM

Holder: Andreas Lindegaard Halkjær
alh@highbridge.dk

Location: DocuSign

Signer Events

Karen Skjerbæk Jørgensen
ksj@trifork.com
Security Level: Email, Account Authentication (None)

Signature

Signed by:

A3007D43C48E412...

Sent: 9/5/2024 4:26:50 AM
Resent: 9/9/2024 4:18:43 AM
Viewed: 9/9/2024 10:20:43 PM
Signed: 9/9/2024 10:21:37 PM

Signature Adoption: Drawn on Device
Using IP Address: 87.48.43.173
Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 9/9/2024 10:20:43 PM
ID: f11bceb9-5f7f-42bc-bfab-8a5524961f1c

Matias Søndergaard
matias@rokokocare.com

Signed by:

9812F42FB05C43A...

Sent: 9/5/2024 4:26:49 AM
Viewed: 9/5/2024 8:42:58 AM
Signed: 9/5/2024 8:43:24 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 93.165.144.106

Electronic Record and Signature Disclosure:

Accepted: 9/5/2024 8:42:58 AM
ID: ec2e82f5-a5f9-4485-b714-ea92289e7508

Mikkel Lucas Overby
mikkel@rokoko.com
COO

DocuSigned by:

9307DF05201E4B0...

Sent: 9/5/2024 4:26:49 AM
Viewed: 9/9/2024 2:48:22 AM
Signed: 9/9/2024 2:48:33 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 87.48.131.206

Electronic Record and Signature Disclosure:

Accepted: 9/9/2024 2:48:21 AM
ID: c31a1a14-943a-45c4-83e6-f4377251fe69

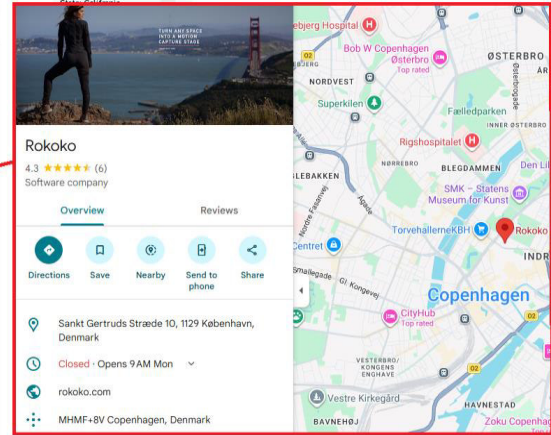
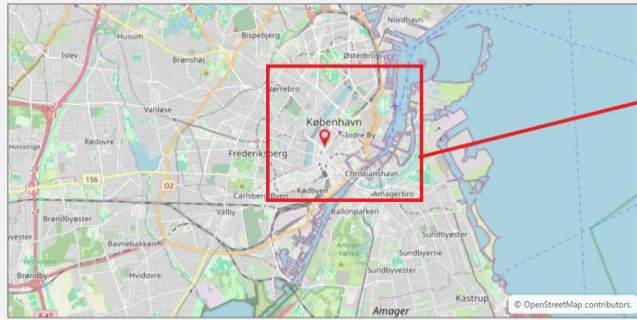
273

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276 Matias' IP address while in this board meeting for CoCo Care traced to the Rokoko
277 headquarters.

☰ IP Information - 93.165.144.106



Source: Google Maps

Country Denmark 🇩🇰	Region Hovedstaden	City Copenhagen
ZIP or Postal Code 2450	Latitude 55.67594	Longitude 12.56553
ISP TDC Holding A/S	Domain Name tdc.dk [WHOIS] [Check Mail Server]	Usage Type ISP/MOB
Weather View Weather	Time Zone Europe/Copenhagen	Local Time 2026-03-28T20:36:34+01:00
Address Type Unicast	Category Internet Technology	District Copenhagen Municipality
AS Number 3292	AS Name TDC Holding A/S	Hosted Domain -
Proxy No	Proxy Provider -	Fraud Score 0
Elevation 5 meters	Atmospheric Pressure 1,013 hPa	

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280 The Defendants' statement is demonstrably false.

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EXHIBIT 7

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3 **REQUEST FOR PRODUCTION NO. 6.**

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

289

5 Subject to and without waiving the foregoing objections, Rokoko responds as
6 follows: Following a diligent search and reasonably inquiry, Rokoko has not located
7 any responsive, non-privileged documents within its possession, custody, and control.
8 Discovery is ongoing and Rokoko reserves the right to supplement this response should
9 documents or information be identified.

10

11

12 DATED: March 27, 2026

REED SMITH LLP

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291

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The evidence says otherwise. Corridor *is a business partner, and therefore an agent who spoke on Rokoko's behalf.*

293

Cal. June 24, 2019); *In re Subpoenas to Global Music Rights*, 2019 U.S. Dist. LEXIS 235809 (C.D. Cal. Jan. 18, 2019).

Corridor is a business partner who works with Rokoko on a project-by-project basis. The terms of those contracts are confidential. Naver Z is an investor in Rokoko and has signed a Shareholder Agreement, which is confidential. The only contractual relationship that exists between Trifork and Rokoko is the sale of interest in Coco Care. The details of that sale are confidential. The terms of all of these agreements have always been confidential and not available to the public.

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“ I filmed the Rococo brand integration yesterday...
 Yeah, I was going to say we just did a Rokoko....
 Because as again, I just filmed the brand deal for these guys...
 I was like, OK, as someone who literally is that close to it, I was like, I gotta figure this out.
 You know, we're talking to him right now.
 Lawsuit was not accepted.
 Yeah, not even accepted.
 But the last thing is they said he, he said he hired a private investigator.
 So this is the difference between like, oh, some guy with a bone to pick and someone who's unhinged.
 This guy's actually, this guy's actually unhinged.
 Like, I don't know what's wrong with him, but I think he's might be a little crazy because he said he, in his
 evidence, he said he hired private investigators to check out where Rococo's headquarters was and found that
 it was a, quote, 400 square foot empty office in a basement with no one there. ”

299

300 Further, Rokoko and their agents made comments on Wikipedia:

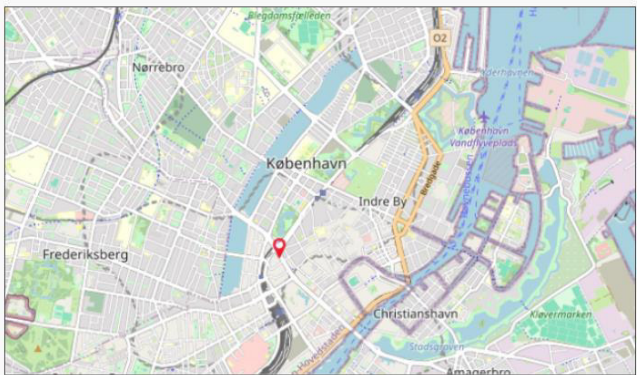
- (cur | prev) ○ 19:29, 3 September 2025 Sharleenbrando123 (talk | contribs) . . (3,745 bytes) **(-1,474)** . . (Undid revision 1309237140 by 172.115.94.32 (talk)) (undo) (Tags: Undo, Reverted, section blanking)
- (cur | prev) ○ 22:45, 2 September 2025 172.115.94.32 (talk) . . (5,219 bytes) **(+1,474)** . . (Undid revision 1302422369 by 2A02:AA7:411B:AFD6:F406:EB5B:122D:9DDF (talk)) (undo) (Tags: Undo, Reverted)
- (cur | prev) ○ 08:54, 25 July 2025 2a02:aa7:411b:afd6:f406:eb5b:122d:9ddf (talk) . . (3,745 bytes) **(-1,474)** . . (Removed section on 'Legal Issues' as it pertains to an ongoing court case and was added by the plaintiff as defamation.) (undo) (Tags: Reverted, section blanking)
- (cur | prev) ○ 00:40, 24 July 2025 BattyBot (talk | contribs) . . (5,219 bytes) (+12) . . (Fixed reference date error(s) (see CS1 errors: dates for details) and AWB general fixes) (undo) (Tag: AWB)
- (cur | prev) ○ 19:04, 23 July 2025 172.115.94.32 (talk) . . (5,207 bytes) (0) . . (undo)
- (cur | prev) ○ 19:03, 23 July 2025 172.115.94.32 (talk) . . (5,207 bytes) **(+46)** . . (→Legal Issues) (undo)
- (cur | prev) ○ 19:02, 23 July 2025 172.115.94.32 (talk) . . (5,161 bytes) **(+56)** . . (undo)
- (cur | prev) ○ 18:59, 23 July 2025 172.115.94.32 (talk) . . (5,105 bytes) **(+1,373)** . . (undo) (Tag: Disambiguation links added)
- (cur | prev) ○ 04:51, 6 July 2025 AnomieBOT (talk | contribs) **m** . . (3,732 bytes) (+15) . . (Dating maintenance tags: {{Cn}}) (undo)
- (cur | prev) ○ 04:31, 6 July 2025 Kuru (talk | contribs) . . (3,717 bytes) **(-237)** . . (rmv non-WP:RS : vanity press; paid placement site) (undo)
- (cur | prev) ○ 07:41, 13 May 2025 Sharleenbrando123 (talk | contribs) **m** . . (3,954 bytes) **(-810)** . . (False information regarding an unsettled legal dispute removed.) (undo) (Tag: section blanking)
- (cur | prev) ○ 07:39, 13 May 2025 Sharleenbrando123 (talk | contribs) **m** . . (4,764 bytes) **(-499)** . . (→Legal Issues) (undo) (Tag: references removed)
- (cur | prev) ○ 13:46, 7 May 2025 FarmerUpbeat (talk | contribs) **m** . . (5,263 bytes) **(+1,301)** . . (Reverted edit by 2A02:AA7:4046:2D91:1CE9:EFF5:4232:A710 (talk) to last version by 172.115.94.32) (undo) (Tag: Rollback)
- (cur | prev) ○ 13:45, 7 May 2025 2a02:aa7:4046:2d91:1ce9:eff5:4232:a710 (talk) . . (3,962 bytes) **(-1,301)** . . (False accusations about legal violations and supposed lawsuits removed.) (undo) (Tags: Reverted, references removed)
- (cur | prev) ○ 19:50, 26 April 2025 172.115.94.32 (talk) . . (5,263 bytes) **(+501)** . . (added a section to legal troubles.) (undo)

301

302

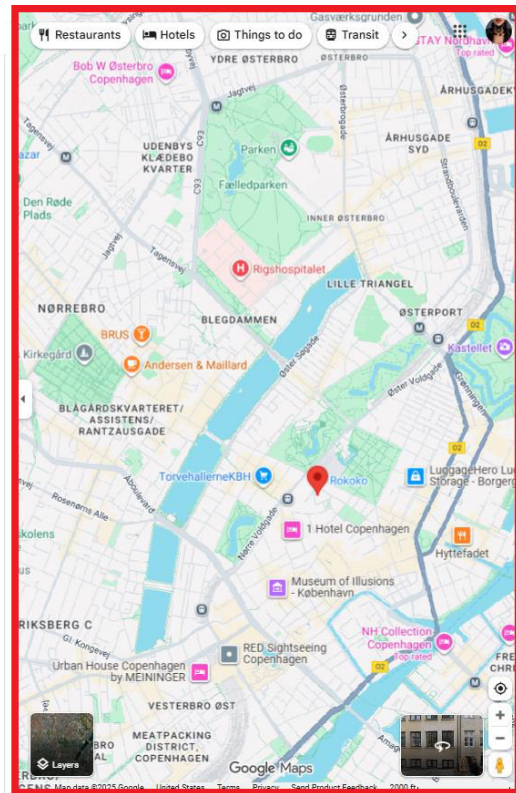
303 The other (2A02:AA7:411B:AFD6:F406:EB5B:122D:9DDF) is both the IP
 304 address for Sharleenbrando123 and the other poster present. It traced directly back
 305 to the Defendant’s Copenhagen office, to a cell phone through Sweden’s Hi Three
 306 telecommunications company (hi3gaccess.se), indicating it is the Defendant or an
 307 agent.
 308

GEOLOCATION HOME IP GEOLOCATION API FREE DATABASES



W3C Geolocation API Demo

Country	Region	City
Denmark 🇩🇰	Hovedstaden	Copenhagen
ZIP or Postal Code	Latitude	Longitude
2450	55.67594	12.56553
ISP	Domain Name	Usage Type
Hi3G Access AB	hi3gaccess.se [WHOIS] [Check Mail Server]	MOB
Weather	Time Zone	Local Time
View Weather	Europe/Copenhagen	2025-09-15T21:55:29+02:00
Address Type	Category	District
Unicast	Internet Technology	Copenhagen Municipality
AS Number	AS Name	Hosted Domain
44034	Hi3G Access AB	-
Proxy	Proxy Provider	Fraud Score
Weather	Time Zone	Local Time
View Weather	Europe/Copenhagen	2025-09-15T21:55:29+02:00
Address Type	Category	District
Unicast	Internet Technology	Copenhagen Municipality



Source: Google Maps

309
 310
 311 The Defendants answer to the RFP provided is demonstrably false.
 312
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EXHIBIT 8

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319

20 **REQUEST FOR PRODUCTION NO. 5.**

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21 Produce all documents sufficient to show Rokoko’s definition, process, and
22 policies concerning “anonymization” of user animation data.

20 described with reasonable particularity.

21 Subject to and without waiving the foregoing objections, Rokoko responds as
22 follows: Pursuant to the Parties’ March 4, 2026 and March 5, 2026 meet and confer(s),
23 Plaintiff has agreed to limit this Request to written policies, rather than “all documents.”

24 Following a diligent search and reasonably inquiry with respect to the narrowed
25 Request, Rokoko has not located any responsive, non-privileged documents within its
26 possession, custody, and control. Discovery is ongoing and Rokoko reserves the right
27 to supplement this response should documents or information be identified.

321

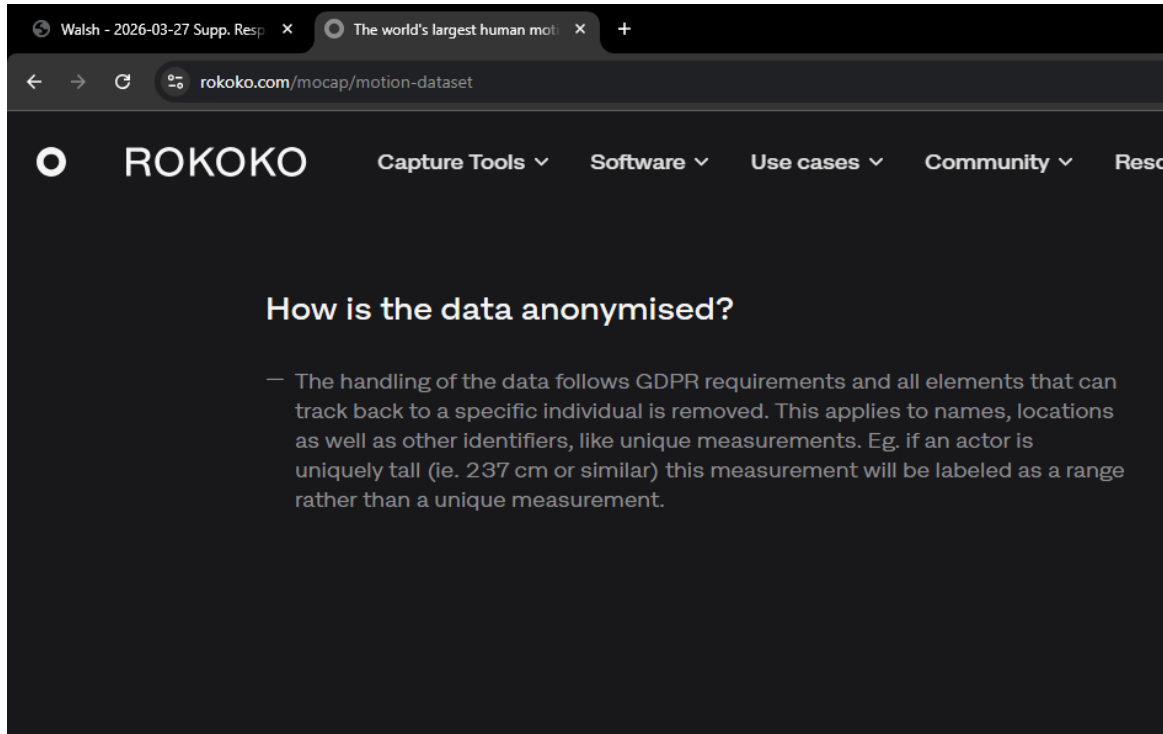
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The RFP asks even simply for a “definition” or “policy” concerning

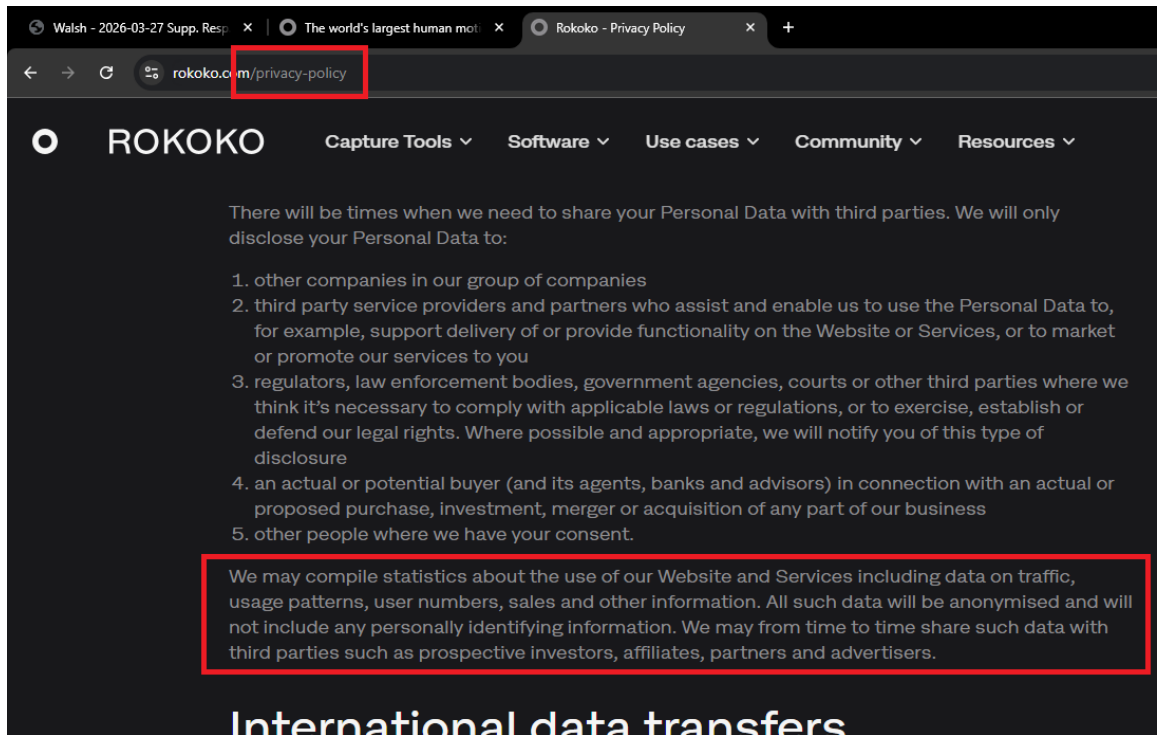
324

‘anonymization’. Rokoko says it doesn’t have it. The evidence says otherwise.

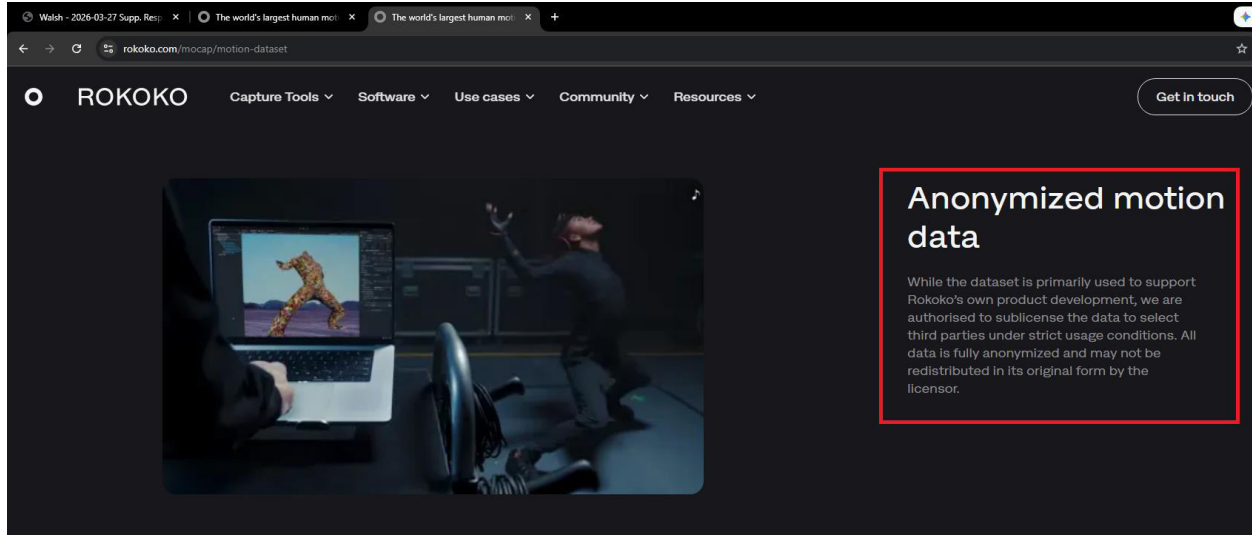


325

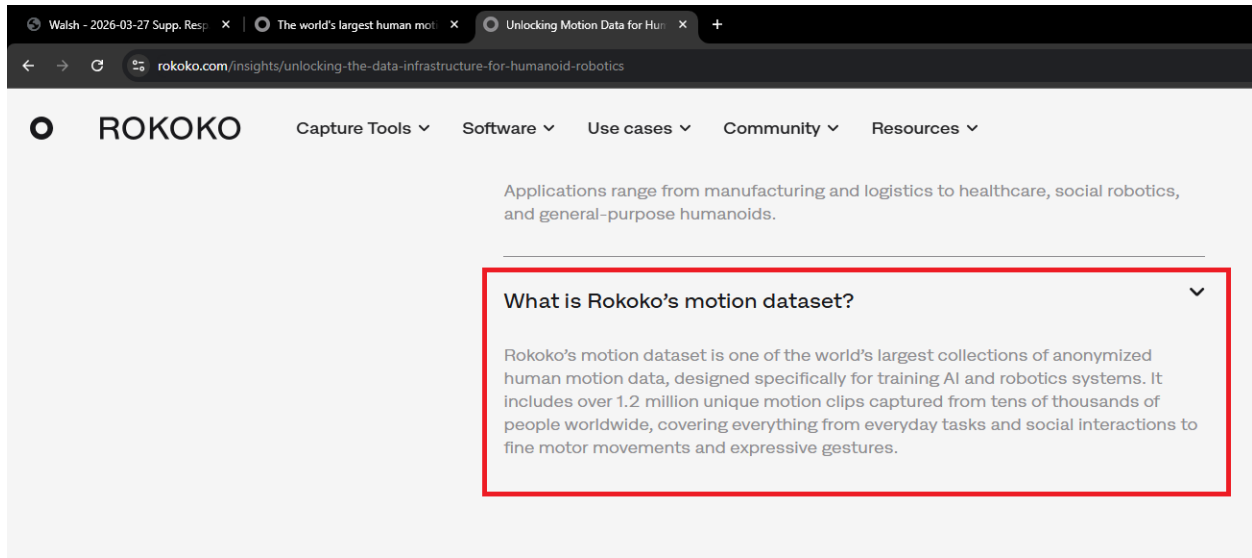
326 The RFP asks for any policy... This is their privacy policy:



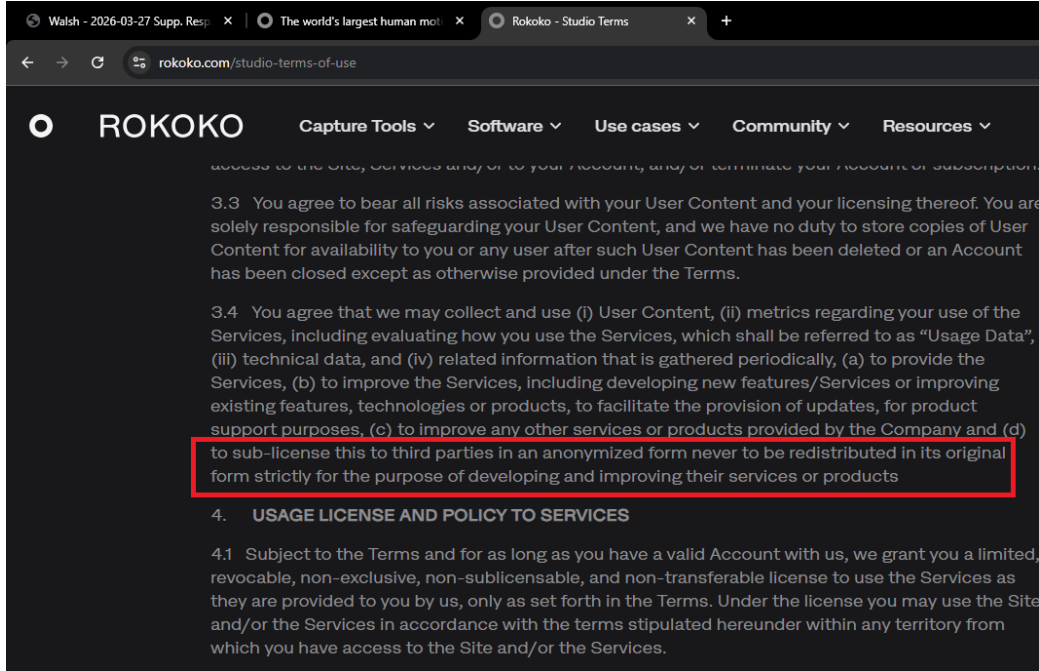
327



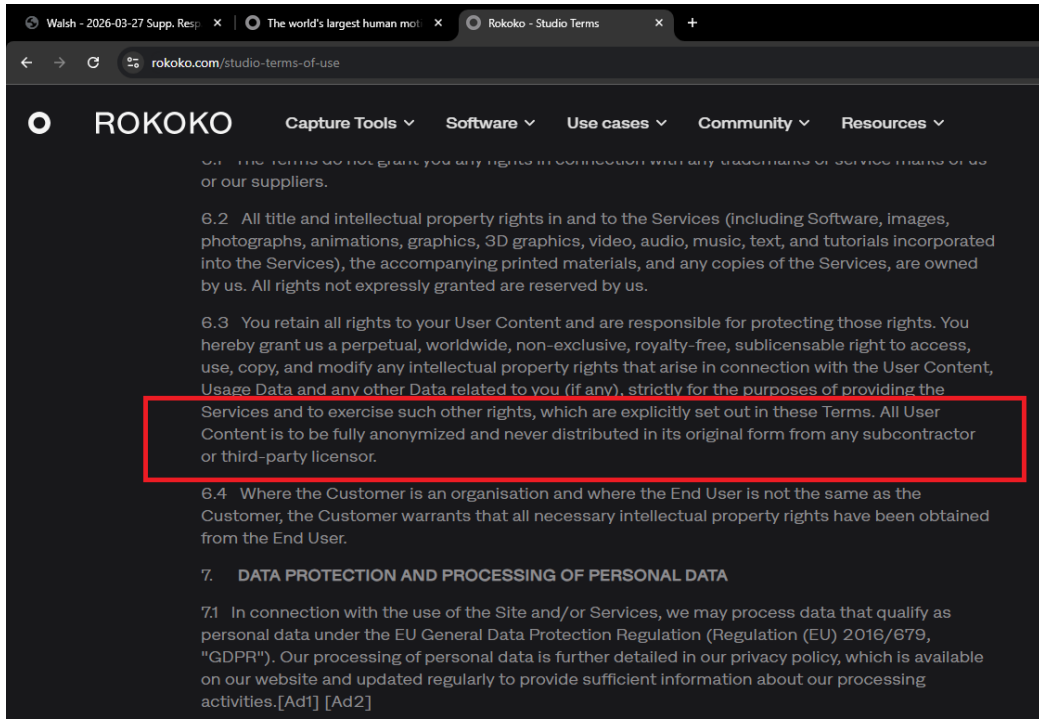
328



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The Defendants answer to the RFP provided is demonstrably false.

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EXHIBIT 9

338 Defendant DENIED that this was a handwritten signature from September 2025 to
339 March 20, 2026; admitting it only when the second Motion to Compel was
340 pending.

1 7. At no point prior to filing or at the time of filing was Rokoko a citizen of California. Rokoko
2 has only ever been a Delaware corporation with a principal place of business in Denmark.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct.

5 Executed this 11th day of June 2025, in Copenhagen, Denmark.

6
7 
8 Mikkel Overby
9

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EXHIBIT 10

347 Defendant falsely denied RFA #9

348

349 **REQUEST FOR ADMISSION No. 9:**

350 Admit that Mikkel Overby’s declaration in this action falsely states it was executed in
351 Copenhagen, Denmark.

352

353 **RESPONSE TO RFA #4:**

354 **Denied**

355

19 I declare under penalty of perjury under the laws of the State of California and the
20 United States that the foregoing is true and correct.

21

22 Executed this 28th day of July, 2025, in Copenhagen, Denmark.

23

24

25

DocuSigned by:
Mikkel Overby
93D7DF65261E4B0...
Mikkel Overby

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Certificate Of Completion

Envelope Id: 731C2183-C8A8-4B97-91B2-5D2D3EA4325E Status: Completed
 Subject: Complete with DocuSign: Rokoko - Declaration of Mikkel Overby iso Opp. to MTS Removal(207271599...
 CLIENT MATTER INFO: Walsh/Rokoko

Source Envelope:
 Document Pages: 3 Signatures: 1 Envelope Originator:
 Certificate Pages: 4 Initials: 0 Katherine Ellena
 AutoNav: Enabled 225 5th Ave.
 Envelope Stamping: Enabled Pittsburgh, PA 15222
 Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London kellena@reedsmith.com
 IP Address: 155.254.204.10

Record Tracking

Status: Original Holder: Katherine Ellena Location: DocuSign
 7/28/2025 6:06:04 PM kellena@reedsmith.com

Signer Events	Signature	Timestamp
Mikkel Overby mikkell@rokoko.com Chief Operating Officer Not CFO Security Level: Email, Account Authentication (None)	DocuSigned by:  9307DF65261E4BD... Signature Adoption: Pre-selected Style Using IP Address: 80.208.76.123	Sent: 7/28/2025 6:07:10 PM Viewed: 7/28/2025 6:56:37 PM Signed: 7/28/2025 6:58:07 PM < 90 seconds

Electronic Record and Signature Disclosure:
 Accepted: 7/28/2025 6:56:37 PM
 ID: fe9fa1a8-70e2-43f3-b1a1-c702a16db96e
 Company Name: Reed Smith LLP

Geolocation data from IP2Location Product: DB6, 2025-8-1

IP ADDRESS: 80.208.76.123	ISP: Fibia P/S
COUNTRY: Denmark 🇩🇰	ORGANIZATION: Not available
REGION: Midtjylland	LATITUDE: 56.0901
CITY: Tranbjerg	LONGITUDE: 10.1191

300km/4hrs from Copenhagen

Incorrect location? [Contact IP2Location](#) [view map](#)

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Overby’s emails resolve to a TDC home business account in Midtjylland, within the city of Tranbjerg (tip of a peninsula, across two islands) ~300 km away—[~8-hour daily commute]—

Relevance: undercutting “day-to-day” Copenhagen operations (see also 13, 15).

The screenshot shows the geolocation.com website interface. At the top, there are navigation links: HOME, IP GEOLOCATION API, FREE DATABASES, TUTORIALS, and ENGLISH. The main content area features a map of Denmark with a red pin indicating the location of Tranbjerg. Below the map is a table with the following data:

Country	Region	City
Denmark 🇩🇰	Midtjylland	Tranbjerg
ZIP or Postal Code	Latitude	Longitude
8361	56.09012	10.11907
ISP	Domain Name	Usage Type
TDC Holding A/S	tdc.dk [WHOIS] [Check Mail Server]	ISPMOB
Weather	Time Zone	Local Time
View Weather	Europe/Copenhagen	2025-08-16T21:55:42+02:00
Address Type	Category	District
Unicast	Internet Technology	Aarhus Municipality

On the right side of the page, there are several promotional banners: 'MailboxValidator REDUCE EMAIL Bounce Rate', 'FREE IP GEOLOCATION API TOOL', and 'VISUALIZE IP ADDRESSES ON WORLD MAP'.

364

This screenshot shows a more detailed view of the geolocation.com website. The map now displays a street-level view of Tranbjerg, Denmark. The data table below the map is identical to the one in the previous screenshot:

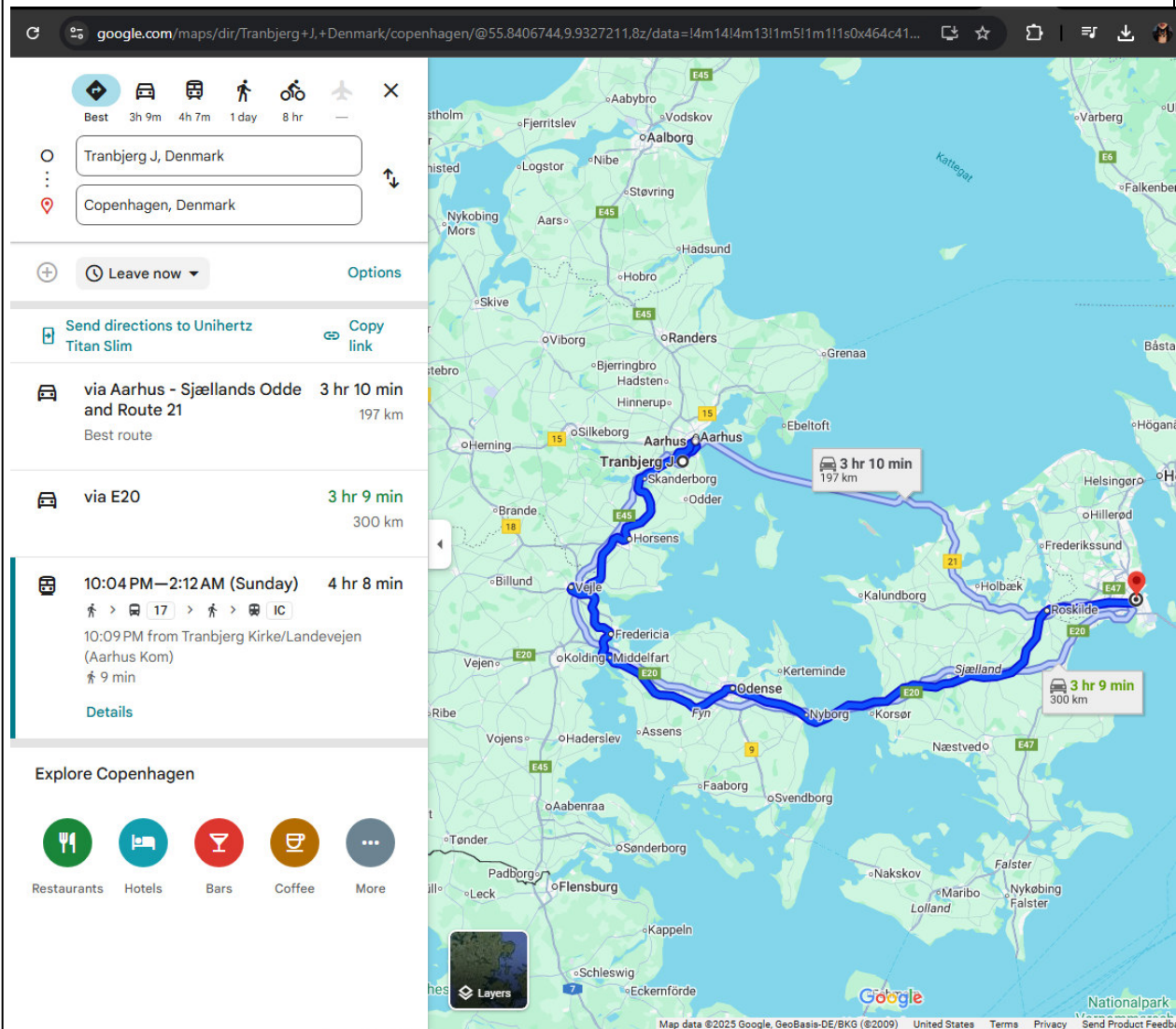
Country	Region	City
Denmark 🇩🇰	Midtjylland	Tranbjerg
ZIP or Postal Code	Latitude	Longitude
8361	56.09012	10.11907
ISP	Domain Name	Usage Type
TDC Holding A/S	tdc.dk [WHOIS] [Check Mail Server]	ISPMOB
Weather	Time Zone	Local Time
View Weather	Europe/Copenhagen	2025-08-16T21:55:42+02:00
Address Type	Category	District
Unicast	Internet Technology	Aarhus Municipality

The promotional banners on the right are also present, including 'GeoDataSource World Major Cities'.

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Google Maps confirms ~4 hrs / 300 km (or ~3 hrs by car transport ferry) from Overby’s IP location to Copenhagen office, further contradicting his “day-to-day” claim



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EXHIBIT 11

380 Defendant states their word count is 6,999 in the Motion to Dismiss that was
381 granted. One less than the limit of 7,000.

Case 2:25-cv-05340-ODW-RAO Document 42 Filed 06/26/25 Page 34 of 34 Page ID #:870

1

2 **CERTIFICATE OF COMPLIANCE**

3 The undersigned, counsel of record for Defendant Rokoko Electronics, Inc.,
4 certifies that this brief contains 6,999 words, which complies with the word limit of
5 L.R. 11-6.2.

6

7 DATED: June 26, 2025

8

9 /s/ Katherine J. Ellena
Katherine J. Ellena

382 They then, affirmed that *including footnotes* the number is exactly 6,999 and used
383 that statement to block a word limit increase so Plaintiff could oppose:
384

Case 2:25-cv-05340-ODW-RAO Document 55 Filed 07/08/25 Page 4 of 5 Page ID #:1133

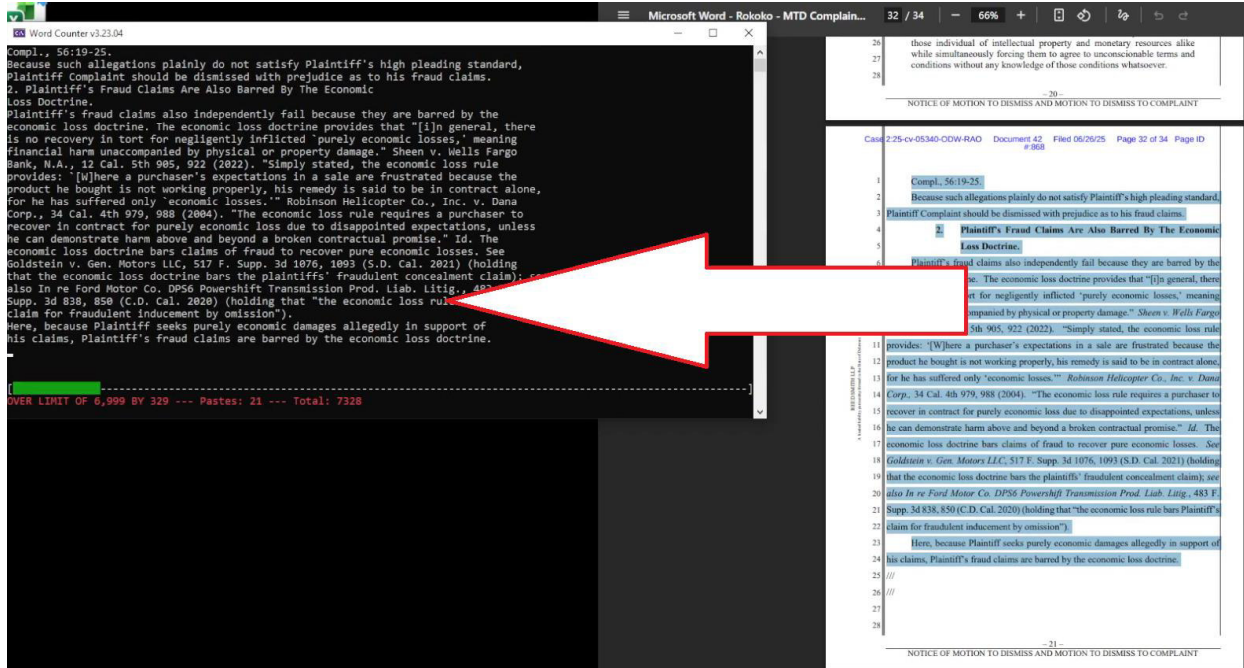
10 regarding this requested relief and has failed to show good cause for an order shortening
11 time.

12 As for Plaintiff's request for additional time to oppose Rokoko's Motion to
13 Dismiss, while Plaintiff has not shown good cause for an extension of time, Rokoko
14 does not specifically object to an extension if the Court is inclined to grant such a
15 request. As for Plaintiff's request to exceed the 7,000 page word count, Plaintiff has
16 again shown no good cause for such relief and has **incorrectly accused** Rokoko of
17 exceeding the word count. Local Rule 11-6.1 provides that "no memorandum of points
18 and authorities" may exceed 7,000 words. The memorandum of points and authorities,
19 including any footnotes, in support of Rokoko's Motion to Dismiss, is 6,999. To the
20 extent Plaintiff has counted the words in Rokoko's caption page, notice of motion,
21 tables of contents and authorities, or any other documents filed in support of Rokoko's
22 Motion to Dismiss, such word count is not contemplated under Local Rule 11-6.1.
23 This *ex parte* application is also improper under Local Rule 7-19. Plaintiff made

385
386

387 Counting was performed using a copy-paste method to take **only** the written
388 content, placing it into a word counter.

389

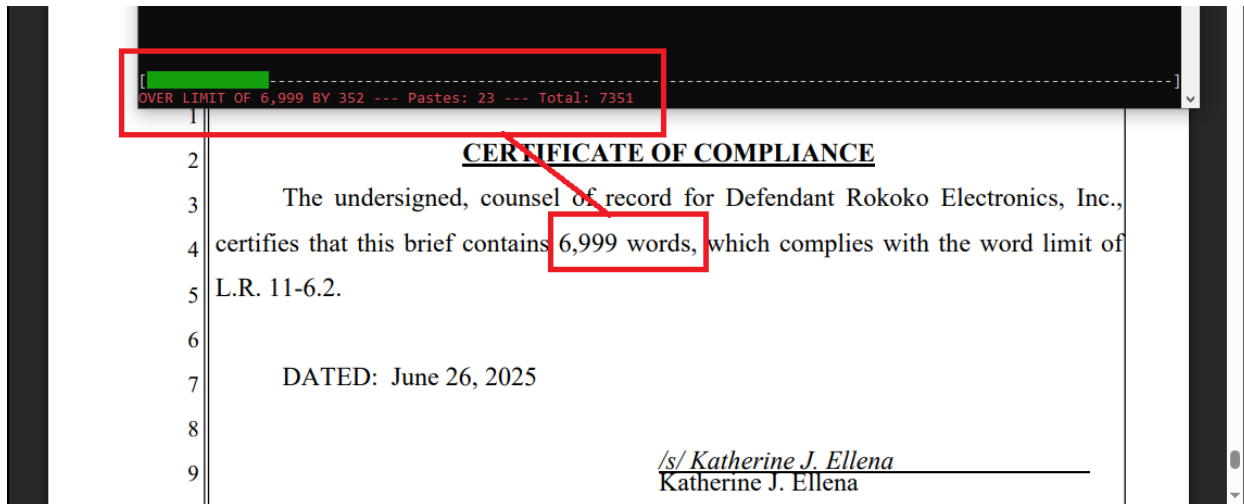


390

391

392 The word count is actually 7,351 words. It's a small issue that is so simple to just
393 review and admit, but the Defendant says DENIED.

394



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398 Plaintiff has provided a video showing the counting process so it can be
399 indisputable: <https://youtu.be/tNVr4PaipmA>

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EXHIBIT 12

407 Defendant opposed RFA #43 because “EULA” is vague and ambiguous. This
408 exhibit shows they defined EULA in their own initial disclosures and said they’d
409 rely upon it at trial.

410

3 **REQUEST FOR ADMISSION NO. 43.**
 4 Admit Rokoko Studio can automatically mark that customers have consented to
 5 the EULA whether they actually did or not.
 6 **RESPONSE TO REQUEST FOR ADMISSION NO. 43.**
 7 In addition to the General Objections set forth above, Rokoko objects to the
 8 extent that this Request is overbroad as to scope and time. Rokoko further objects to the
 9 extent that this Request is vague as to the terms “automatically,” “mark,” “consented,”
 10 and “EULA” Rokoko further objects to the extent that this Request calls for a legal
 11 conclusion

Rokoko's Initial Disclosure:

16 **III. Description of Documents**
 17 Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(ii), Rokoko identifies
 18 the following categories of documents in its possession, custody, or control which it
 19 may use to support its claims or defenses: **E.U.L.A.**
 20
 21 1. Rokoko’s End User License Agreement and Terms of Use.
 22 2. Communications between Rokoko and Plaintiff.
 23 3. Documents to be produced by Rokoko in this action.
 24 4. Documents to be produced by Plaintiff in this action.
 25 5. Documents identified or referenced by Plaintiff in his Complaint.
 26 In making these initial disclosures, Rokoko does not waive applicable privileges
 27 or protections from disclosure, including the attorney-client privilege or attorney work
 28

411

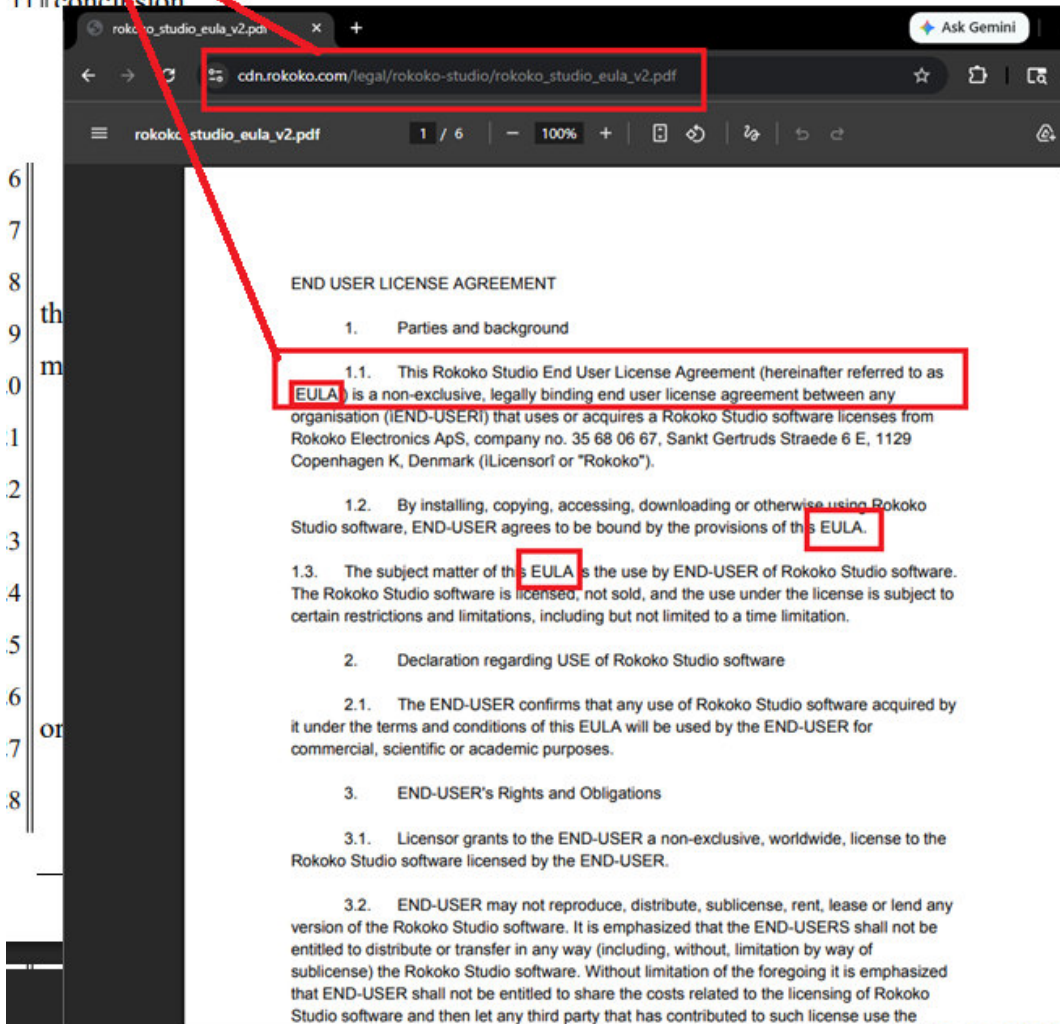
412 Their own website and terms use **and define** “EULA” as “End User License
413 Agreement”.

3 **REQUEST FOR ADMISSION NO. 43.**

4 Admit Rokoko Studio can automatically mark that customers have consented
5 the EULA whether they actually did or not.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 43.**

7 In addition to the General Objections set forth above, Rokoko objects to
8 extent that this Request is overbroad as to scope and time. Rokoko further objects to
9 extent that this Request is vague as to the terms “automatically,” “mark,” “consented
10 and “EULA” Rokoko further objects to the extent that this Request calls for a legal
11 conclusion



414

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EXHIBIT 13

417

418 Defendant stated they've only communicated with one of the third parties which is

419 DocuSign:

15 I HAVE COMMUNICATED WITH A -- ONE OF THE SUBPOENAS IS TO
 16 DOCUSIGN. AND I THINK THAT'S WHAT MR. WALSH IS REFERRING TO.
 17 I HAVE COMMUNICATED WITH A PARALEGAL AT DOCUSIGN WHO
 18 HAS EMAILED ME AND ASKED ME BEFORE WHAT THE STATUS OF THE
 19 SUBPOENAS IS. AND I HAVE TOLD HIM THAT ROKOKO HAS OBJECTED TO
 20 THE SUBSTANCE OF THE REQUEST THAT MR. WALSH IS MAKING IN HIS
 21 SUBPOENAS. THAT'S THE ONLY THIRD-PARTY RECIPIENT OF THE
 22 SUBPOENA WITH WHICH I'VE COMMUNICATED.
 23 BUT ALL THAT TO SAY ROKOKO HAS OBJECTED WHICH I BELIEVE

420

421 The service processor was avoided by Naver-Z Corp's attorneys in extreme ways.

422

423 They first instructed the security company to disallow access:



Hello,

Your process server attempted to serve **NAVER Z USA, INC..**

While we weren't able to serve the documents this time, we will continue making attempts until diligence is met or the documents are served.

Reference ID: UC-46474
Case #: 2:25-cv-05340-ODW-RAO
Your Process Server: Vahan Alepyan
Date / Time: September 22 2025 05:29 PM
Address: 5700 Wilshire Blvd 220, Los Angeles, CA 90036
Outcome: I was unable to access the address due to secured building although I waited.

424

425

426 Plaintiff sent them back after a phone call to the law firm showed they were there.
427 They did not answer the door. A call again, showed they were there:



Hello,

Your process server attempted to serve **NAVER Z USA, INC..**

While we weren't able to serve the documents this time, we will continue making attempts until diligence is met or the documents are served.

Reference ID: UC-46474
Case #: 2:25-cv-05340-ODW-RAO
Your Process Server: Vahan Alepyan
Date / Time: September 22 2025 05:09 PM
Address: 5700 Wilshire Blvd 220, Los Angeles, CA 90036
Outcome: There was no answer at the address.

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429
430 After repeated attempts, they notified the security company to tell the processor
431 that he didn't know who they were.



We tried to serve **NAVER Z USA, INC.** but found the address is no longer valid.

Reference ID: UC-46474
Identified On: 09/24/2025
Address: 707 WILSHIRE BLVD. SUITE 4600, Los Angeles, CA 90017
Reason: I spoke with an individual who identified themselves as the security and they stated subject unknown.

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434 Finally, I called the office and demanded they accept service and if they did not, I
435 would seek sanctions against them and complain to the bar. They stated they would
436 accept service and apologize.



Great news, NAVER Z USA, INC. has been served.

You will receive an email from ABC Legal once the signed proof is available. Typically proofs are signed within two business days.

In the meantime, we have posted a preview of your unsigned proof in your secure [account](#).

Please Note:

- If the court requires wet ink original proofs, allow up to two weeks.
- Notarized proofs can also take up to two weeks to finalize.
- GPS Coordinates and photos can be found on the [Case Details](#) page in the Case Activity section.

If you have questions about what to do with your proof or need guidance on how or where to file it, please visit our [Understanding Proof of Service](#) page to learn more.

Reference ID: UC-46474
Case #: 2:25-cv-05340-ODW-RAO
Person(s) To Be Served: NAVER Z USA, INC.
Served To: Ruby Doe
Date / Time: September 26 2025 09:41 AM
Address: 707 WILSHIRE BLVD. SUITE 4600, Los Angeles, CA 90017

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439 Nearly a week went by hearing nothing from them. Then an e-mail response came
440 in. Rokoko's attorneys were on CC.

Matthew R. Walsh vs. Rokoko Electronics, et al. - C.D. Cal. Case No. 2:25-cv-05340-ODW-RAO...



Bill Castleberry <bill.castleberry@limnex>
To: matthew@winteryear.com; kellena@reedsmith.com; erague@reedsmith.com
Cc: Lisa Yang, Paul Kim, Jungji Choi

Reply Reply All Forward ...

Fri 10/3/2025 10:24 AM



Good afternoon,

Regarding the above-referenced matter, please see the attached Objections of Non-Party **Naver** Z USA, Inc. To Plaintiff's Subpoena.

Thank you.

Bill Castleberry
Legal Assistant

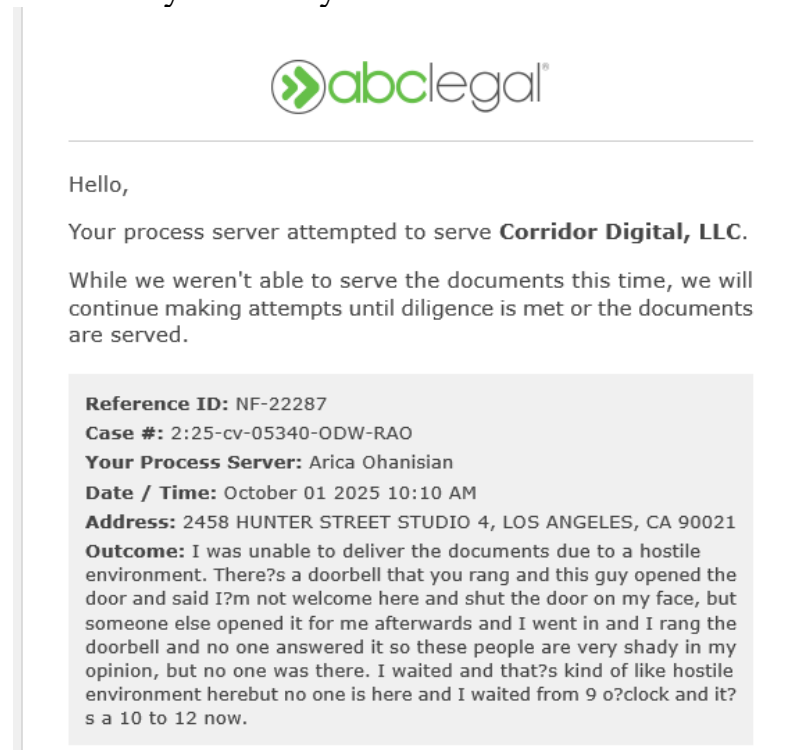


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444 Precisely the same thing happened with Rokoko’s self-described Business Partner
445 from Ex. 3... Corridor digital. They were made immediately aware of forthcoming
446 subpoenas and refused to accept service for days. The processor marked the
447 address invalid.
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451 Eventually, they ended up allowing a service processor in, then locking her indoors
452 in the lobby for nearly three hours.



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455 I requested they try again hoping it'd be different, it wasn't.
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Updates & Activity ?

Expand All | Collapse All

Filter By: All Activity Service Events (Only)

10/3/25
7:32 PM PDT  Signed Proof of Non-Service: **Corridor Digital, LLC**
Address: 2458 HUNTER STREET STUDIO 4, LOS ANGELES, CA 90021

10/2/25
7:13 AM PDT  Non-Service Confirmed: **Corridor Digital, LLC**
Address: 2458 Hunter St, Los Angeles, CA 90021-2536

Hostile Environment

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459 It is also clear from this e-mail, that the Defendants never spoke to DocuSign in
460 August like they inferred to the Court, but rather... In September, **the very day the**
461 **subpoenas were signed and stamped; not even having been served yet;**
462 complete with objections they are not legally allowed to make on DocuSigns'
463 behalf.
464

From: Legal Process <legalprocess@docusign.com>
Sent: Friday, September 26, 2025 10:27 AM
To: Matthew R. Walsh <matthew@winteryear.com>
Subject: Re: [EXTERNAL] RE: Subpoena Matthew R. Walsh vs. Rokoko Electronic 25-cv-05340 USDC CA Cent (SUB-913).

Mr. Walsh,

DocuSign received a communication from Reed Smith LLP, who is representing the Defendants in this action, raising objections to the issuance of these subpoenas and has stated that you are seeking "irrelevant, overbroad, and unduly burdensome confidential information". Although a Motion to Quash the subpoenas has not yet been filed, we believe it may be forthcoming.

As we were informed that the meet and confer process between the parties was initiated, DocuSign will stay the production of any data associated with these subpoenas until the dispute has been resolved or we are ordered by a court to produce the data. DocuSign confirms it will continue to preserve the documents at issue in the motion until a resolution is reached.

If you have any questions, please feel free to contact us. Thank you.

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EXHIBIT 14

470 Defendant told the Magistrate Judge that the subpoenas in question were issued
471 before discovery opened in August. That's false. She is conflating two different
472 scenarios.

22 AND I THINK IT MIGHT BE HELPFUL, YOUR HONOR, IF I GIVE YOU
23 A LITTLE BACK STORY ABOUT WHAT'S HAPPENED WITH -- WITH THE
24 SUBPOENAS.
25 MR. WALSH FIRST BEGAN ATTEMPTING TO SERVE SUBPOENAS

Dorothy Babykin Courthouse Services
1218 Valebrook Place • Glendora, CA 91740 • 626.963.0566 • dotnisbet@aol.com

Page 32

1 ON THIRD PARTIES IN EARLY AUGUST OF LAST YEAR. AND THAT WAS
2 BEFORE OUR -- OUR DISTRICT COURT HAD AUTHORIZED THE PARTIES TO
3 ENGAGE IN DISCOVERY BECAUSE WE HADN'T HAD A RULE 26
4 CONFERENCE AT THAT POINT.

5 AT THAT TIME I WROTE MR. WALSH AND INFORMED HIM THAT HIS
6 SUBPOENAS WERE PREMATURE BECAUSE DISCOVERY HADN'T OPENED.
7 AND THEY ALSO WEREN'T SIGNED BY THE COURT.

8 HE -- HE TRIED TO ISSUE THEM INITIALLY AT LEAST WITH HIS
9 OWN SIGNATURE AND NOT WITH THE SIGNATURE OF A COURT CLERK OR
10 BY A CALIFORNIA LICENSED ATTORNEY.

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3 ENGAGE IN DISCOVERY BECAUSE WE HADN'T HAD A RULE 26
 4 CONFERENCE AT THAT POINT.
 5 AT THAT TIME I WROTE MR. WALSH AND INFORMED HIM THAT HIS
 6 SUBPOENAS WERE PREMATURE BECAUSE DISCOVERY HADN'T OPENED.
 7 AND THEY ALSO WEREN'T SIGNED BY THE COURT.
 8 HE -- HE TRIED TO ISSUE THEM INITIALLY AT LEAST WITH HIS
 9 OWN SIGNATURE AND NOT WITH THE SIGNATURE OF A COURT CLERK OR
 10 BY A CALIFORNIA LICENSED ATTORNEY.
 11 AND SO MR. WALSH THEN I BELIEVE HE WENT TO THE
 12 COURTHOUSE AND GOT THE COURT CLERK TO SIGN VARIOUS
 13 SUBPOENAS.
 14 WE HAVE OBJECTED TO THOSE SUBPOENAS.

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The conflation happens as Scenario 1 is: Subpoenas were issued early as a mistake, but were REFUSED because the parties noticed there was no clerk stamp. Those were mooted. Defendants never once objected to **any of those subpoenas**.

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Scenario 2 was: Plaintiff waited until after discovery opened, then issued NEW subpoenas. **Those subpoenas Defendant had objected to.** They were timely, they were valid and they were disrupted ex-parte. They are clearly stamped and dated September 26, 2025.

Discovery opened September 9, 2025 (Dkt #71)

25 _____
 26 ¹ Unless there is a likelihood that upon motion by a party the Court would order that any or all
 27 discovery is premature, it is advisable for counsel to begin to conduct discovery actively before the
 28 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.

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490 One of several subpoenas issued timely, stamped, signed and served which
491 Defendant told the Court was issued in August to defeat them:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT
for the
CENTRAL DISTRICT OF CALIFORNIA

Matthew R. Walsh)	
Plaintiff)	
v.)	Civil Action No. 2:25-cv-05340-ODW-RAO
Rokoko Electronics and DOES 1 - 50 Inclusive)	
Defendant)	

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: DocuSign, Inc., c/o United Agent Group, Inc.
707 W. Main Avenue, #B1, Spokane, WA 99201
(Name of person to whom this subpoena is directed)

* **Production: YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: All docusign envelope audit trails including metadata including but not limited to Envelope Subject, IP address and location data of signers for the domains @rokoko.com and @kokocare.com and @cococare.io


Place: Remit to matthew@winteryear.com	Date and Time: 09/27/2025 12:00 am
--	------------------------------------

* **Inspection of Premises: YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: SEP 26 2025

	CLERK OF COURT	OR	Attorney's signature
<i>(Signature of Clerk)</i>			

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Matthew R. Walsh
Matthew R. Walsh plaintiff in pro per, who issues or requests this subpoena, are:
19197 Golden Valley Rd #333, Santa Clarita, CA 91350, (661) 644-0012, matthew@winteryear.com

Notice to the person who issues or requests this subpoena
If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

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