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

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

14 MATTHEW R. WALSH

15 Plaintiff,

16 vs.

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

18 Defendant.
19
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23
24
25
26
27
28

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

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

**DECLARATION OF KATHERINE
ELLENA IN SUPPORT OF
DEFENDANT ROKOKO
ELECTRONICS' EX PARTE
APPLICATION AND MOTION FOR
EXTENSION**

[Concurrently filed with Motion for
Extension; Ex Parte Application]

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

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DECLARATION OF KATHERINE ELLENA

I, Katherine Ellena, declare:

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

2. I submit this declaration in support of Rokoko’s Motion for Extension to Oppose Plaintiff Matthew R. Walsh’s (“Plaintiff,” and together with Rokoko, the “Parties”) Motion for Partial Summary Judgment.

3. During a meet and confer with Plaintiff on April 1, 2026, I explained to Plaintiff that a motion for summary judgment would be premature given, among other reasons, that discovery was ongoing.

4. On April 15, 2026, I instructed an attorney from my office to inquire as to whether Plaintiff would be amenable to a short two-week extension of time to file an opposition to Plaintiff’s motion for summary judgment and Plaintiff refused. We attempted to understand the basis of any refusal and Plaintiff did not provide one. A true and correct copy of the Parties’ April 15, 2026 email correspondence is attached hereto as **Exhibit A**.

5. A true and correct copy of Rokoko’s First Set of Requests for Admission and Second Set of Requests for Production, propounded on Plaintiff on April 8, 2026, are attached hereto as **Exhibit B**. Plaintiff’s responses to this discovery are due on May 8, 2026 and necessary to sufficiently oppose Plaintiff’s motion for summary judgment.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct and that this declaration was executed on April 16, 2026, in Los Angeles, California.

/s/ Katherine J. Ellena

Katherine J. Ellena

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EXHIBIT A

From: matthew@winteryear.com
Sent: Wednesday, April 15, 2026 9:02 PM
To: Gorospe, Valentino
Cc: Galibois, Michael B.; Ellena, Katherine J.; Graue, Emily H.
Subject: Re: Extension re Opposition to Motion for Partial Summary Judgment

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

Valentino,

I do not agree to nor think any extension of time or ex parte relief is appropriate.

Thank you
Matthew R. Walsh

On 2026-04-15 21:31, Gorospe, Valentino wrote:

> Dear Mr. Walsh,
>
> Pursuant to Local Rule 7-19.1 and the Court's procedures, I am writing
> to meet and confer with you regarding Rokoko's forthcoming ex parte
> application.
>
> As you are aware, your recently refiled Motion for Partial Summary
> Judgment (ECF No. 167) maintains the May 18, 2026 hearing date set for
> the original summary judgment motion. Under the Local Rules and court
> procedure, this affords Rokoko an extremely short window of time to
> draft its opposition.
>
> In light of the foregoing, Rokoko intends to file an ex parte
> application requesting that the Court grant a two-week extension for
> Rokoko to submit its opposition to the Motion for Partial Summary
> Judgment.
>
> Please advise whether you will stipulate to an extended briefing
> schedule that the parties can mutually agree on to avoid involving the
> Court. If you will not agree and instead intend to oppose Rokoko's ex
> parte application, pursuant to the Court's procedures, please provide
> a statement of your basis for any opposition.
>
> We look forward to your response.
>
> Best,
>
> Valentino
>
> Gerardo Valentino Gorospe IV
>
> Associate
>
> Los Angeles / Insurance Recovery
>
> He/Him/His

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>
> This E-mail, along with any attachments, is considered confidential
> and may well be legally privileged. If you have received it in error,
> you are on notice of its status. Please notify us immediately by reply
> e-mail and then delete this message from your system. Please do not
> copy it or use it for any purposes, or disclose its contents to any
> other person. Thank you for your cooperation.
> RSUSv12021
>
> Links:
> -----
> [1] <http://www.reedsmith.com/>

EXHIBIT B

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

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

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

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

23
24
25 PROPOUNDING PARTIES: Defendant ROKOKO ELECTRONICS
26 RESPONDING PARTIES: Plaintiff MATTHEW R. WALSH
27 SET: ONE (1)
28

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1 Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, Defendant
2 Rokoko Electronics, by and through their attorneys, hereby requests that Plaintiff
3 Matthew R. Walsh (“Plaintiff”) serve written responses, subscribed under oath, to the
4 following Requests for Admission (“Requests”) within thirty (30) days of the date of
5 service.

6 **DEFINITIONS**

7 For these Requests, the following definitions will apply:

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

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

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

27 4. “Amended Complaint” shall mean Plaintiff’s Amended Complaint in this
28 action filed on or about December 24, 2025.

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1 5. “Rokoko Products” shall mean the Smartsuit 1, Smartsuit Pro, Smartsuit
2 Pro II, Smartgloves, and any other hardware or equipment sold by Rokoko, individually
3 or collectively.

4 6. “Rokoko Studio” or “Rokoko Studio software” shall the Rokoko Studio
5 software application, including Rokoko Studio Legacy, the Rokoko platform and online
6 services, the Motion Library, and any other software sold by Rokoko, individually or
7 collectively

8 7. “2020 License” shall mean the end-user license agreement displayed in the
9 Rokoko Studio software installer that required acceptance before installation of the
10 software, in effect at the time Plaintiff first installed Rokoko Studio.

11 8. “2022 Terms” shall mean the Rokoko Studio Standard Terms of Use with
12 an effective date of November 1, 2022.

13 9. “2025 Terms Update” shall mean the updated Rokoko Studio and Vision
14 Standard Terms of Use with an effective date of March 22, 2025, as described in
15 Rokoko's email to users on or about February 20, 2025, which stated that continued use
16 of Rokoko Products after March 22, 2025 would constitute acceptance of the updated
17 terms.

18 10. “Document” or “Documents” shall mean all materials discoverable under
19 Rules 26 and 34 of the Federal Rules of Civil Procedure, including without limitation
20 “electronically stored information,” as that term is used in Federal Rule of Civil
21 Procedure 34(a)(1)(A). A draft or non-identical copy is a separate document within the
22 meaning of this term.

23 11. “Communication” or “Communications” shall mean any transmission or
24 exchange of information, ideas, thought or sentiment between or among two or more
25 Persons, orally or in writing, and include any conversation or discussion, whether face-
26 to-face or by means of a telephone, telegraph, telex, telecopier, facsimile transmission,
27 letter, e-mail, electronic or other medium “Person” or “Persons” shall mean, without
28 limitation, any natural person, company, firm, syndicate, sole proprietorship,

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1 partnership, corporation, limited liability company, limited liability partnership, joint
2 venture, association, trust, financial institution, governmental body or agency, and all
3 past and present officers, directors, employees, partners, members, agents, and
4 representatives, along with all other Persons acting or purporting to act on such Person’s
5 behalf.

6 12. The terms “and” and “or” shall be read in the disjunctive, conjunctive, or
7 both as necessary to bring within the scope of the Interrogatory all responses that might
8 otherwise be construed to be outside of its scope.

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

11 14. “Any” and “All” shall be construed to mean, “any,” “all,” and “any and
12 all.”

13 15. Terms in the singular shall be deemed to include the plural and terms in
14 the plural shall be deemed to include the singular.

15 16. The Definitions contained herein shall apply without regard to
16 capitalization of defined words.

17 **REQUESTS FOR ADMISSION**

18 **REQUEST FOR ADMISSION NO. 1:**

19 Admit that You purchased a Smartsuit 1 from Rokoko in or about September
20 2020.

21 **REQUEST FOR ADMISSION NO. 2:**

22 Admit that You purchased Smartgloves from Rokoko in or about September
23 2020.

24 **REQUEST FOR ADMISSION NO. 3:**

25 Admit that You used Rokoko Products in calendar year 2020.

26 **REQUEST FOR ADMISSION NO. 4:**

27 Admit that You used Rokoko Products in calendar year 2021.

28

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1 **REQUEST FOR ADMISSION NO. 5:**

2 Admit that You used Rokoko Products in calendar year 2022.

3 **REQUEST FOR ADMISSION NO. 6:**

4 Admit that You used Rokoko Products in calendar year 2023.

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

6 Admit that You used Rokoko Products in calendar year 2024.

7 **REQUEST FOR ADMISSION NO. 7:**

8 Admit that You ceased using Rokoko Products in or about September 2024.

9 **REQUEST FOR ADMISSION NO. 8:**

10 Admit that You stated to Rokoko for the first time on or about April 16, 2025 that
11 Your Smartsuit 1 had not been operational since March 2023.

12 **REQUEST FOR ADMISSION NO. 9:**

13 Admit that the last date You used any Rokoko Product was on or before March
14 30, 2023.

15 **REQUEST FOR ADMISSION NO. 10:**

16 Admit that when You first installed Rokoko Studio software, the installer
17 displayed the 2020 License and required You to click “I accept the agreement” before
18 the installation could proceed.

19 **REQUEST FOR ADMISSION NO. 11:**

20 Admit that You clicked “I accept the agreement” in the Rokoko Studio installer
21 before installing the software for the first time.

22 **REQUEST FOR ADMISSION NO. 12:**

23 Admit that You reviewed the 2020 License before You clicked “I accept the
24 agreement”.

25 **REQUEST FOR ADMISSION NO. 13:**

26 Admit that the 2022 Terms were displayed in the Rokoko Studio installer each
27 time You installed or updated the software between November 1, 2022 and on or about
28 March 29, 2025.

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1 **REQUEST FOR ADMISSION NO. 14:**

2 Admit that You received an email from Rokoko on or about February 20, 2025,
3 notifying You that Rokoko would update its Terms of Use and that continued use of
4 Rokoko Products after March 22, 2025 would constitute agreement to the updated
5 terms.

6 **REQUEST FOR ADMISSION NO. 15:**

7 Admit that as of May 12, 2025, You had no executed publishing agreement for
8 Next World with any publisher.

9 **REQUEST FOR ADMISSION NO. 16:**

10 Admit that as of May 12, 2025, You had no executed platform-distribution
11 agreement for Next World with Nintendo.

12 **REQUEST FOR ADMISSION NO. 17:**

13 Admit that as of May 12, 2025, You had no executed platform-distribution
14 agreement for Next World with Sony.

15 **REQUEST FOR ADMISSION NO. 18:**

16 Admit that as of May 12, 2025, You had no executed platform-distribution
17 agreement for Next World with Microsoft.

18 **REQUEST FOR ADMISSION NO. 19:**

19 Admit that as of May 12, 2025, You had no executed platform-distribution
20 agreement for Next World with Valve.

21 **REQUEST FOR ADMISSION NO. 20:**

22 Admit that as of May 12, 2025, You had no executed platform-distribution
23 agreement for Next World with Epic Games.

24 **REQUEST FOR ADMISSION NO. 21:**

25 Admit that as of May 12, 2025, You had no executed platform-distribution
26 agreement for Next World with any platform distributor not identified in Request for
27 Admission Nos. 15-20.

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1 **REQUEST FOR ADMISSION NO. 22:**

2 Admit that registration on the Nintendo Developer Portal was free and open to
3 any member of the public.

4 **REQUEST FOR ADMISSION NO. 23:**

5 Admit that registering on the Nintendo Developer Portal did not obligate
6 Nintendo to publish or distribute Next World.

7 **REQUEST FOR ADMISSION NO. 24:**

8 Admit that registration on Sony’s developer platform was free and open to any
9 member of the public.

10 **REQUEST FOR ADMISSION NO. 25:**

11 Admit that registering on Sony’s developer platform did not obligate Sony to
12 publish or distribute Next World.

13 **REQUEST FOR ADMISSION NO. 26:**

14 Admit that as of May 12, 2025, You had received no preorders or purchase orders
15 for consumer sales of Next World.

16 **REQUEST FOR ADMISSION NO. 27:**

17 Admit that as of May 12, 2025, You had not delivered a build of Next World
18 suitable for commercial sale to any publisher, distributor, or platform.

19 **REQUEST FOR ADMISSION NO. 28:**

20 Admit that, as of May 12, 2025, Next World had not been listed for sale on any
21 digital storefront or retail outlet.

22 **REQUEST FOR ADMISSION NO. 29:**

23 Admit that You created the TV / streaming series pitch deck attached as Exhibit
24 54 of Your Amended Complaint.

25 **REQUEST FOR ADMISSION NO. 30:**

26 Admit that Your TV / streaming series pitch deck attached as Exhibit 54 of Your
27 Amended Complaint did not result in any materially meaningful response from any
28 production partners.

1 **REQUEST FOR ADMISSION NO. 31:**

2 Admit that as of May 12, 2025, You had no executed agreement for a television
3 series based on Next World.

4 **REQUEST FOR ADMISSION NO. 32:**

5 Admit that as of May 12, 2025, You had no executed agreement for book
6 publications based on Next World attached as Exhibit 53 of your Amended Complaint.

7 **REQUEST FOR ADMISSION NO. 33:**

8 Admit that as of May 12, 2025, You had no executed agreement for clothing
9 merchandise based on Next World attached as Exhibit 53 of your Amended Complaint.

10 **REQUEST FOR ADMISSION NO. 34:**

11 Admit that, prior to filing the Complaint on May 12, 2025, You did not provide
12 Rokoko with copies of any third-party agreements related to Next World.

13 **REQUEST FOR ADMISSION NO. 35:**

14 Admit that, prior to filing the Complaint on May 12, 2025, You did not inform
15 Rokoko of any specific economic relationship between You and any identified third-
16 party distributor.

17 **REQUEST FOR ADMISSION NO. 36:**

18 Admit that You have never provided Rokoko with a copy of any contract,
19 agreement, term sheet, or letter of intent between You and any third party related to
20 Next World.

21 **REQUEST FOR ADMISSION NO. 37:**

22 Admit that have never provided Rokoko with a copy of any purchase order from
23 any third party for Next World.

24 **REQUEST FOR ADMISSION NO. 38:**

25 Admit that You have never provided Rokoko with any documentary evidence of
26 any third party's commitment to purchase, distribute, or publish Next World.

27 **REQUEST FOR ADMISSION NO. 39:**

28 Admit that You did not inform Rokoko that You had registered on the Nintendo

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1 Developer Portal prior to March 2023.

2 **REQUEST FOR ADMISSION NO. 40:**

3 Admit that You did not inform Rokoko that You had registered on Sony's
4 developer platform prior to March 2023.

5 **REQUEST FOR ADMISSION NO. 41:**

6 Admit that You did not inform Rokoko of any "early talks for a TV series"
7 related to Next World prior to March 2023.

8 **REQUEST FOR ADMISSION NO. 42:**

9 Admit that You did not inform Rokoko of any discussions tangential sales
10 relating to Next World, including but not limited to books, an ARG game, or clothing
11 merchandise prior to March 2023.

12 **REQUEST FOR ADMISSION NO. 43:**

13 Admit that You have no evidence indicating that Rokoko contacted,
14 communicated with, or directed any conduct toward Nintendo with the intent to disrupt
15 any relationship between You and Nintendo.

16 **REQUEST FOR ADMISSION NO. 44:**

17 Admit that You have no evidence indicating that Rokoko contacted,
18 communicated with, or directed any conduct toward Nintendo with the intent to disrupt
19 any relationship between You and Sony.

20 **REQUEST FOR ADMISSION NO. 45:**

21 Admit that You have no evidence indicating that Rokoko contacted,
22 communicated with, or directed any conduct toward Nintendo with the intent to disrupt
23 any relationship between You and Valve.

24 **REQUEST FOR ADMISSION NO. 46:**

25 Admit that You have no evidence indicating that Rokoko contacted,
26 communicated with, or directed any conduct toward Nintendo with the intent to disrupt
27 any relationship between You and any other third party publisher not mentioned in
28 Request for Admission Nos. 43-45.

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1 **REQUEST FOR ADMISSION NO. 47:**

2 Admit that the firmware update You allege rendered Your Smartsuit 1 inoperable
3 was a general update released to all Rokoko users.

4 **REQUEST FOR ADMISSION NO. 48:**

5 Admit that You have no evidence that Rokoko designed, developed, or released
6 the firmware update alleged in the Complaint for the purpose of interfering with Next
7 World’s development or any of Your third-party relationships.

8 **REQUEST FOR ADMISSION NO. 49:**

9 Admit that no third party communicated to You, in writing or otherwise, that such
10 third party canceled, declined, or refused to enter into an agreement related to Next
11 World specifically because of any act or omission by Rokoko.

12 **REQUEST FOR ADMISSION NO. 50:**

13 Admit that no cast member, composer, or production contractor for Next World
14 terminated a relationship with You because of any act or omission by Rokoko.

15 **REQUEST FOR ADMISSION NO. 51:**

16 Admit that You have not earned any revenue from consumer sales of Next World.

17 **REQUEST FOR ADMISSION NO. 52:**

18 Admit that factors other than Rokoko Products or Rokoko’s conduct contributed
19 to any delay in the development or release of Next World.

20 **REQUEST FOR ADMISSION NO. 53:**

21 Admit that You cannot quantify, with documentary support, any specific
22 economic harm proximately caused by Rokoko’s alleged firmware update.

23 **REQUEST FOR ADMISSION NO. 54:**

24 Admit that the intellectual property You allege Rokoko misappropriated consists
25 of motion-capture animation data You created using Rokoko Studio software.

26 **REQUEST FOR ADMISSION NO. 55:**

27 Admit that You voluntarily uploaded Your motion-capture animation data to
28 Rokoko’s platform.

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1 **REQUEST FOR ADMISSION NO. 56:**

2 Admit that You displayed animations from Next World to the public at a
3 Hollywood release event in or about August 2025.

4 **REQUEST FOR ADMISSION NO. 57:**

5 Admit that You encouraged press to promote and repost a trailer for Next World
6 that showcased Your animations.

7 **REQUEST FOR ADMISSION NO. 58:**

8 Admit that You publicly posted behind-the-scenes filming, editing, book
9 storyboards, and scripts related to Next World on social media.

10 **REQUEST FOR ADMISSION NO. 59:**

11 Admit that You publicly disclosed animations, screenshots, or video footage
12 from Next World on one or more social media platforms.

13 **REQUEST FOR ADMISSION NO. 60:**

14 Admit that You did not require any viewer of Your publicly posted animations
15 or trailer for Next World to sign a non-disclosure agreement.

16 **REQUEST FOR ADMISSION NO. 61:**

17 Admit that the motion-capture animation data You allege Rokoko
18 misappropriated was not subject to any written confidentiality agreement between You
19 and Rokoko.

20 **REQUEST FOR ADMISSION NO. 62:**

21 Admit that the 2020 License expressly authorized Rokoko to collect and use User
22 Content, including animations, 3D models, images, audio, and related content created
23 or generated using the Services.

24 **REQUEST FOR ADMISSION NO. 63:**

25 Admit that You accepted the 2020 License before uploading any motion-capture
26 data to Rokoko’s platform.

27 **REQUEST FOR ADMISSION NO. 64:**

28 Admit that You voluntarily provided Your motion-capture data to Rokoko

1 through Your use of Rokoko Studio software.

2 **REQUEST FOR ADMISSION NO. 65:**

3 Admit that You cannot identify any specific instance in which Rokoko distributed
4 Your motion-capture data in its original, non-anonymized form to any third party.

5 **REQUEST FOR ADMISSION NO. 66:**

6 Admit that You cannot identify any specific third party that received Your
7 motion-capture data in its original form from Rokoko.

8 **REQUEST FOR ADMISSION NO. 67:**

9 Admit that You cannot identify any specific economic loss caused by Rokoko’s
10 alleged misappropriation of Your motion-capture data.

11 **REQUEST FOR ADMISSION NO. 68:**

12 Admit that You cannot identify any competing product or service that
13 incorporated Your motion-capture data in its original form.

14 **REQUEST FOR ADMISSION NO. 69:**

15 Admit that You applied to the United States Copyright Office for a copyright
16 registration for the work titled “The Next World.”

17 **REQUEST FOR ADMISSION NO. 70:**

18 Admit that the effective date of registration for copyright registration Pau 4-279-
19 489 is July 6, 2025.

20 **REQUEST FOR ADMISSION NO. 71:**

21 Admit that the copyright decision date for registration Pau 4-279-489 is
22 November 25, 2025.

23 **REQUEST FOR ADMISSION NO. 72:**

24 Admit that the second copyright number You reference in Your Amended
25 Complaint, #14,954,598,732, is not traceable on the United States Copyright Office’s
26 public records.

27 **REQUEST FOR ADMISSION NO. 73:**

28 Admit that You cannot produce a certificate of registration from the United States

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1 Copyright Office for copyright #14,954,598,732.

2 **REQUEST FOR ADMISSION NO. 74:**

3 Admit that You cannot identify any specific protectable work of authorship that
4 Rokoko copied in its original form.

5 **REQUEST FOR ADMISSION NO. 75:**

6 Admit that You cannot identify any specific protectable work of authorship that
7 Rokoko distributed in its original form.

8 **REQUEST FOR ADMISSION NO. 76:**

9 Admit that You cannot identify any specific Rokoko product, service, or work
10 that is substantially similar to any copyrighted work You own.

11 **REQUEST FOR ADMISSION NO. 77:**

12 Admit that You cannot identify any specific instance in which Rokoko removed
13 copyright management information from a work authored by You.

14 **REQUEST FOR ADMISSION NO. 78:**

15 Admit that You cannot identify any specific instance in which Rokoko altered
16 copyright management information on a work authored by You.

17 **REQUEST FOR ADMISSION NO. 79:**

18 Admit that You have used motion-capture hardware or software from providers
19 other than Rokoko in connection with the development of Next World.

20 **REQUEST FOR ADMISSION NO. 80:**

21 Admit that You could have purchased replacement motion-capture hardware
22 from Rokoko or another manufacturer after the alleged firmware update in 2023.

23 **REQUEST FOR ADMISSION NO. 81:**

24 Admit that You made one or more public posts about Rokoko on Reddit.

25 **REQUEST FOR ADMISSION NO. 82:**

26 Admit that You made one or more public posts about Rokoko on Facebook.

27 **REQUEST FOR ADMISSION NO. 83:**

28 Admit that You made one or more public posts about Rokoko on Instagram.

CERTIFICATE OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, 515 South Flower Street, Suite 4300, Los Angeles, CA 90071. On April 8, 2026, I served the following document(s) by the method indicated below:

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

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

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

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on April 8, 2026 at Los Angeles, California.

Gilda S. Anderson

Gilda S. Anderson

1 Katherine J. Ellena (SBN 324160)
kellena@reedsmith.com
2 REED SMITH LLP
515 South Flower Street, Suite 4300
3 Los Angeles, CA 90071-1514
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10 *Attorneys for Defendant,*
Rokoko Electronics

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

14 MATTHEW R. WALSH
15
16 Plaintiff,
17
18 vs.

19 ROKOKO ELECTRONICS, and
20 DOES 1 through 50, inclusive,
21
22 Defendant.

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

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

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

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

24 PROPOUNDING PARTIES: Defendant ROKOKO ELECTRONICS

25 RESPONDING PARTIES: Plaintiff MATTHEW R. WALSH

26 SET: TWO (2)
27
28

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

7 **DEFINITIONS**

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

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

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

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

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1 4. “Amended Complaint” shall mean Plaintiff’s Amended Complaint filed on
2 December 24, 2025 in this action.

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

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

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

19 8. “Action” shall mean the above captioned lawsuit and all claims and
20 defenses asserted therein.

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

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

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

5 **INSTRUCTIONS**

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

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

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

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

24 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

25 **REQUEST FOR PRODUCTION NO. 61:**

26 Documents sufficient to identify each and every economic relationship You
27 contend existed between You (or Next World) and any third party that You allege
28 Rokoko tortiously interfered with, including any contracts, agreements, memoranda of

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1 understanding, letters of intent, or term sheets.

2 **REQUEST FOR PRODUCTION NO. 62:**

3 Documents sufficient to show the terms, duration, and economic value of each
4 third-party relationship You contend Rokoko interfered with, including any revenue
5 projections, royalty calculations, profit-sharing arrangements, or financial forecasts
6 associated with those relationships.

7 **REQUEST FOR PRODUCTION NO. 63:**

8 Documents sufficient to show the status of each third-party relationship identified
9 in Request No. 61 as of the date You contend Rokoko first engaged in tortious
10 interference, including any correspondence confirming the relationship was active,
11 pending, or under negotiation at that time.

12 **REQUEST FOR PRODUCTION NO. 64:**

13 Communications between You and Rokoko from January 1, 2019 to the present
14 in which You discussed, referenced, or disclosed the existence of Your economic
15 relationships with third parties, including but not limited to Nintendo, Sony, Microsoft,
16 investors, publishers, or platform holders.

17 **REQUEST FOR PRODUCTION NO. 65:**

18 Documents sufficient to show the date and manner by which Rokoko first became
19 aware of each economic relationship You contend it interfered with.

20 **REQUEST FOR PRODUCTION NO. 66:**

21 Communications between You and any third party in which a third party
22 informed You that it was terminating, suspending, or reconsidering its relationship with
23 You as a result of any act or conduct by Rokoko.

24 **REQUEST FOR PRODUCTION NO. 67:**

25 Documents Relating to any public statements, social media posts, blog entries,
26 forum posts, or other publications by Rokoko that You contend were designed to
27 interfere with Your economic relationships.

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1 **REQUEST FOR PRODUCTION NO. 68:**

2 Financial records, accounting statements, tax returns, bank statements, or other
3 financial documents from January 1, 2019 to the present that reflect income, revenue,
4 or payments received from any third-party relationship that You contend was disrupted
5 by Rokoko.

6 **REQUEST FOR PRODUCTION NO. 69:**

7 Reports, analyses, valuations, or financial models prepared by You or on Your
8 behalf that calculate or estimate the damages arising from the alleged tortious
9 interference by Rokoko.

10 **REQUEST FOR PRODUCTION NO. 70:**

11 Documents sufficient to show the measures You took to maintain the secrecy or
12 confidentiality of each item of intellectual property You contend was misappropriated,
13 including any non-disclosure agreements, password protections, encryption, or
14 confidentiality markings.

15 **REQUEST FOR PRODUCTION NO. 71:**

16 Documents sufficient to show each instance in which You contend Rokoko used,
17 disclosed, sublicensed, sold, or otherwise exploited Your alleged misappropriated
18 intellectual property, including the date, recipient, and nature of each such use or
19 disclosure.

20 **REQUEST FOR PRODUCTION NO. 72:**

21 Documents sufficient to show any profits or revenue that Rokoko allegedly
22 derived from the use of Your alleged misappropriated intellectual property, to the extent
23 such documents are in Your possession, custody, or control.

24 **REQUEST FOR PRODUCTION NO. 73:**

25 Documents sufficient to show the impact of the alleged misappropriation on Your
26 ability to develop, publish, market, license, or distribute Next World, including any
27 delays, cancellations, or reduced commercial opportunities that You attribute to the
28 misappropriation.

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1 **REQUEST FOR PRODUCTION NO. 74:**

2 Documents sufficient to show the date of creation and first publication of each
3 copyrighted work You contend was infringed, including development logs, version
4 histories, distribution records, and any public release or publication records.

5 **REQUEST FOR PRODUCTION NO. 75:**

6 Documents sufficient to show Your ownership of each copyrighted work that
7 You contend Rokoko infringed, including copyright registration certificates,
8 applications for registration, assignments, and any other documents establishing Your
9 ownership interest.

10 **REQUEST FOR PRODUCTION NO. 76:**

11 Documents sufficient to show the specific elements of Your copyrighted works
12 that You contend Rokoko copied, reproduced, distributed, displayed, or created
13 derivative works from, including side-by-side comparisons, analyses, or technical
14 demonstrations of substantial similarity.

15 **REQUEST FOR PRODUCTION NO. 77:**

16 Documents sufficient to identify the specific copyright management information
17 that You contend was associated with each of Your works at the time Rokoko allegedly
18 removed or altered it, including author names, titles, identifiers, serial numbers,
19 hardware identifiers, and any other information described in 17 U.S.C. § 1202(c).

20 **REQUEST FOR PRODUCTION NO. 78:**

21 Documents sufficient to show how CMI was embedded in, attached to, or
22 conveyed in connection with Your animation data, creative works, or other content
23 transmitted through or stored on Rokoko's products or services, including technical
24 specifications, file headers, metadata fields, or other mechanisms by which CMI was
25 incorporated.

26 **REQUEST FOR PRODUCTION NO. 79:**

27 Documents sufficient to identify each predicate act of racketeering activity You
28 contend was committed in furtherance of the alleged RICO enterprise.

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1 **REQUEST FOR PRODUCTION NO. 80:**

2 All financial statements Relating to the development, publishing, marketing, or
3 distribution of Next World, from January 1, 2019 to the present, including but not
4 limited to balance sheets, income statements, tax returns, and statements of cash flow.

5 **REQUEST FOR PRODUCTION NO. 81:**

6 All payroll records, employment agreements, independent contractor
7 agreements, and compensation records for any individual employed by or engaged by
8 You or any entity You own or control in connection with the development, production,
9 marketing, or distribution of Next World, from January 1, 2019 to the present.

10 **REQUEST FOR PRODUCTION NO. 82:**

11 Documents sufficient to show total labor costs attributable to Next World during
12 each calendar year from January 1, 2019 to the present.

13 **REQUEST FOR PRODUCTION NO. 83:**

14 Documents Relating to revenues, sales receipts, royalty payments, licensing fees,
15 platform payouts, crowdfunding proceeds, grant funds, investment capital, or any other
16 source of income received by You or any entity You own or control that is attributable
17 to or derived from Next World, from January 1, 2019 to the present.

18 **REQUEST FOR PRODUCTION NO. 84:**

19 Documents sufficient to show the number of units sold, downloads, active users,
20 wishlists, pre-orders, and any other sales or engagement metrics for Next World on each
21 platform or distribution channel (including but not limited to Steam, Epic Games Store,
22 Nintendo eShop, PlayStation Store, Xbox Marketplace, or any other storefront), from
23 January 1, 2019 to the present.

24 **REQUEST FOR PRODUCTION NO. 85:**

25 Documents Related to the purchase or ownership of any motion capture
26 hardware, software, suits, sensors, gloves, headsets, and Related equipment purchased,
27 leased, rented, licensed, or otherwise acquired by You or any entity You own or control
28 for use in connection with Next World, from January 1, 2019 to the present, including

1 purchase orders, invoices, receipts, shipping confirmations, and license agreements
2 identifying the manufacturer, vendor, model, quantity, and cost of each item.

3 **REQUEST FOR PRODUCTION NO. 86:**

4 Documents sufficient to show the number of employees, independent contractors,
5 freelancers, or other workers engaged by You or any entity You own or control in
6 connection with the development, production, marketing, or distribution of Next World,
7 from January 1, 2019 to the present.

8 **REQUEST FOR PRODUCTION NO. 87:**

9 Documents sufficient to show the timeline for the development and release of
10 Next World, including any project schedules, roadmaps, milestone trackers, or similar
11 project management documents, and any revisions to such timelines.

12 **REQUEST FOR PRODUCTION NO. 88:**

13 Documents sufficient to show all sources of funding for the development and
14 production of Next World, from January 1, 2019 to the present, including personal
15 funds, business revenues, loans, lines of credit, investor contributions, crowdfunding
16 campaigns, grants, and advances from publishers or platform holders.

17 **REQUEST FOR PRODUCTION NO. 89:**

18 Documents Relating to the Hollywood release event or premiere for Next World
19 referenced in Exhibit 15 to the Amended Complaint, including but not limited to venue
20 rental agreements, event planning contracts, budgets, cost breakdowns, invoices,
21 receipts, promotional materials, presentation materials, invitations, guest lists, RSVP
22 records, and any post-event summaries or reports.

23 **REQUEST FOR PRODUCTION NO. 90:**

24 Documents Related to the development status and design of the ARG game
25 referenced in Exhibit 53 to the Amended Complaint.

26 **REQUEST FOR PRODUCTION NO. 91:**

27 Documents Related to the TV series adaptation of Next World referenced in
28 Exhibit 54 to the Amended Complaint, including but not limited to pitch decks, pilot

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CERTIFICATE OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, 515 South Flower Street, Suite 4300, Los Angeles, CA 90071. On April 8, 2026, I served the following document(s) by the method indicated below:

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

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

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

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on April 8, 2026 at Los Angeles, California.

Gilda S. Anderson

Gilda S. Anderson