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11 *Attorneys for Defendant,*
Rokoko Electronics

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

15 MATTHEW R. WALSH

16 Plaintiff,

17 vs.

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

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

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

**DECLARATION OF KATHERINE J.
ELLENA IN SUPPORT OF
DEFENDANT ROKOKO
ELECTRONICS' OPPOSITION TO
PLAINTIFF'S PARTIAL MOTION
FOR SUMMARY JUDGMENT**

[Concurrently filed with Opposition to
Plaintiff's Partial Motion for Summary
Judgment; Evidentiary Objections;
Response to Plaintiff's Separate
Statement]

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

Hearing Date: May 18, 2026
Time: 10:00 a.m.
Place: Courtroom 5D

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DECLARATION OF KATHERINE J. ELLENA

I, Katherine J. Ellena, declare:

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

2. I submit this declaration in support of Rokoko’s Opposition to Plaintiff Matthew R. Walsh’s (“Plaintiff”) Motion for Partial Summary Judgment.

3. Rokoko propounded its First Set of Requests for Production and Interrogatories (“Rokoko’s First Set of Discovery”) to Walsh on November 3, 2025. A true and correct copy of Rokoko’s First Set of Requests for Production is attached hereto as **Exhibit A**. A true and correct copy of Rokoko’s First Set of Interrogatories is attached hereto as **Exhibit B**.

4. Plaintiff served his responses and objections to Rokoko’s First Set of Discovery on March 6, 2026. Plaintiff then amended his responses on March 7, 2026. A true and correct copy of Plaintiff’s responses and objections to Rokoko’s First Set of Requests for Production is attached hereto as **Exhibit C**. A true and correct copy of Plaintiff’s responses and objections to Rokoko’s First Set of Interrogatories is attached hereto as **Exhibit D**.

5. Plaintiff has failed to produce numerous categories of documents that Rokoko has requested. For example, Plaintiff has not produced documents that support his General Damages claim, social media posts and/or communications with third parties regarding Rokoko, or copies of his Third-party contracts with game studios for the publishing and distribution of his video game. The parties met and conferred regarding Plaintiff’s responses to Rokoko’s First Set of Discovery on March 18, 2026 and April 1, 2026.

6. On April 7, 2026, Rokoko sent Plaintiff their final version of an IDC form regarding Rokoko’s First Set of Discovery and asked for Plaintiff’s input.

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1 7. At the time of filing this Opposition, an informal discovery conference
2 (“IDC”) remains outstanding on both parties’ discovery requests and responses where
3 the Parties have reached an impasse.

4 8. On April 7, 2026, Rokoko propounded its First Set of Requests for
5 Admission and its Second Set of Requests for Production on Plaintiff. A true and correct
6 copy of Rokoko’s First Set of Requests for Admission is attached hereto as **Exhibit E**.
7 A true and correct copy of Rokoko’s Second Set of Requests for Production is attached
8 hereto as **Exhibit F**.

9 9. Rokoko propounded its Third Set of Requests for Production on April 22,
10 2026, which requests, among other things, documents relevant to Plaintiff’s purported
11 copyright registration and Plaintiff’s recently served expert report. A true and correct
12 copy of Rokoko’s Third Set of Requests for Production is attached hereto as **Exhibit**
13 **G**.

14 10. Plaintiff has not yet responded to any of the discovery Rokoko served on
15 April 7 or April 22, and his responses are not due until May 11, 2026 and May 26, 2026
16 respectively.

17 11. Fact discovery does not close until August 10, 2026 and expert discovery
18 does not close until August 28, 2026. Given that Plaintiff’s expert report was only
19 served on March 8, 2026, Rokoko has not had the opportunity to take the expert
20 discovery needed to move to exclude Plaintiff’s expert report. Rokoko has not yet had
21 the opportunity to take Plaintiff’s deposition in either his lay witness or expert witness
22 capacity.

23 12. Plaintiff has not produced deposit copies of his copyrighted work,
24 Registration No. Pau 4-279-489 for a work titled “The Next World.”

25 13. Plaintiff has not submitted any evidence establishing that the animation
26 files created with Rokoko’s motion capture technology are encompassed by the 2017
27 “Audiovisual Work” registration.

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1 I declare under penalty of perjury under the laws of the United States of America
2 that the foregoing is true and correct. Executed this 27th day of April, 2026, in Los
3 Angeles, California

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5 _____

6 Katherine J. Ellena

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EXHIBIT A

1 Katherine J. Ellena (SBN 324160)
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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 Plaintiff,
16 vs.

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

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

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

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

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

24 PROPOUNDING PARTIES: Defendant ROKOKO ELECTRONICS

25 RESPONDING PARTIES: Plaintiff MATTHEW R. WALSH

26 SET: ONE (1)
27
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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. "Document" or "Documents" shall mean all materials discoverable under
2 Rules 26 and 34 of the Federal Rules of Civil Procedure, including without limitation
3 "electronically stored information," as that term is used in Federal Rule of Civil
4 Procedure 34(a)(1)(A). A draft or non-identical copy is a separate document within the
5 meaning of this term.

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

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

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

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

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

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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. 1:**

26 Documents exchanged between You and Rokoko from January 1, 2019 to the
27 present.
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1 **REQUEST FOR PRODUCTION NO. 2:**

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

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

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

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

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

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

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

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

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

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

15 Documents in support of Your claim for statutory damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Documents in support of Your contention that Your “video game production has
16 experienced unrecoverable damages” as a result of Rokoko’s actions, as alleged on page
17 15 of Your Complaint.

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

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

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

22 Documents Related to agreements with Nintendo for Next World from January
23 1, 2016 to the present.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **REQUEST FOR PRODUCTION NO. 35:**

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

5 **REQUEST FOR PRODUCTION NO. 36:**

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

8 **REQUEST FOR PRODUCTION NO. 37:**

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

11 **REQUEST FOR PRODUCTION NO. 38:**

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

15 **REQUEST FOR PRODUCTION NO. 39:**

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

19 **REQUEST FOR PRODUCTION NO. 40:**

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

22 **REQUEST FOR PRODUCTION NO. 41:**

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

25 **REQUEST FOR PRODUCTION NO. 42:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **REQUEST FOR PRODUCTION NO. 52:**

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

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

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

7 **REQUEST FOR PRODUCTION NO. 54:**

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

10 **REQUEST FOR PRODUCTION NO. 55:**

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

13 **REQUEST FOR PRODUCTION NO. 56:**

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

16 **REQUEST FOR PRODUCTION NO. 57:**

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

20 **REQUEST FOR PRODUCTION NO. 58:**

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

24 **REQUEST FOR PRODUCTION NO. 59:**

25 Expert reports prepared by You in any matter in which You have been retained
26 as a testifying expert, as referenced in Your September 18, 2025 Supplemental
27 Declaration, ECF No. 74, from January 1, 2009 to the present, including without
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1 limitation Your engagement as an expert witness in the action captioned *Fay Latture v.*
2 *Emmerling, Reed, Friefeld, and Keyes.*

3 **REQUEST FOR PRODUCTION NO. 60:**

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

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DATED: February 4, 2025

REED SMITH LLP

By  _____

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

Attorney for Defendant
Rokoko Electronics

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CERTIFICATE OF SERVICE

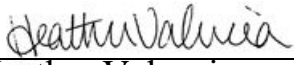
I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, 515 South Flower Street, Suite 4300, Los Angeles, CA 90071. On February 4, 2026, I served the following document(s) by the method indicated below:

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

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

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

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on February 4, 2026 at Los Angeles, California.



Heather Valencia

REED SMITH LLP
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EXHIBIT B

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10 *Attorneys for Defendant,*
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12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 MATTHEW R. WALSH
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18 Defendant.

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

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

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

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

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25 PROPOUNDING PARTIES: Defendant ROKOKO ELECTRONICS

26 RESPONDING PARTIES: Plaintiff MATTHEW R. WALSH

27 SET: ONE (1)
28

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

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

6 **DEFINITIONS**

7 For these Interrogatories, the following definitions will apply:

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

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

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

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

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

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

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

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

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

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

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

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

25 **INTERROGATORIES**

26 **INTERROGATORY NO. 1:**

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

1 **INTERROGATORY NO. 2:**

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

4 **INTERROGATORY NO. 3:**

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

9 **INTERROGATORY NO. 4:**

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

12 **INTERROGATORY NO. 5:**

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

16 **INTERROGATORY NO. 6:**

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

19 **INTERROGATORY NO. 7:**

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

23 **INTERROGATORY NO. 8:**

24 Identify all private investigators that You have retained or hired from January 1,
25 2019 to the present, including current phone numbers and email addresses, Relating to
26 Rokoko.

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1 **INTERROGATORY NO. 9:**

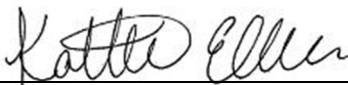
2 Identify all Persons that You contend have personal knowledge of the allegations
3 in Your Complaint, including current phone numbers and email addresses.

4 **INTERROGATORY NO. 10:**

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

8
9 DATED: November 3, 2025

REED SMITH LLP

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

14 *Attorneys for Defendant*
15 *Rokoko Electronics*

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CERTIFICATE OF SERVICE

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

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

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

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

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



Heather Valencia

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EXHIBIT C

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

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

10 *Attorneys for Defendant,*
Rokoko Electronics

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

14 MATTHEW R. WALSH

15 Plaintiff,

16 vs.

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

18 Defendant.

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

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

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

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

23
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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 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
4 and things specified herein within thirty (30) days of the date of service, at the offices
5 of 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,
16 published, licensed, or otherwise distributed by Plaintiff under the name “The Next
17 World” including without limitation any and all related or derivative works, proofs of
18 concept, pre-release builds, alphas, betas, updates, patches, hotfixes, or maintenance
19 releases for any platform or distribution channel (including console, PC, mobile,
20 cloud/streaming services, and storefronts). The term further includes, without
21 limitation, all associated source code, object code, build scripts, technical design
22 documents, game design documents, art and audio assets, cinematics, quality
23 assurance materials, bug reports, product roadmaps, marketing and public relations
24 materials, branding and trademarks, packaging, ratings submissions, storefront pages,
25 social media accounts, community management materials, customer support records,
26 and all agreements or licensing related to the game. “Next World” also includes any
27 internal or external code names, working titles, abbreviations, or aliases used to refer
28 to the same project or any of its components.

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

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

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

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

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

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

28

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

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

5 **INSTRUCTIONS**

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

14 2. The Documents produced in response to these Requests shall be
15 produced as they are kept in the ordinary course of business and shall be organized so
16 that Rokoko can ascertain the files in which they were located, their relative order in
17 such files, and 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
26 **REQUEST FOR PRODUCTION NO. 1:**

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

1 **ANSWER TO RFP NO 1.**

2 Any and all documents exchanged will be in e-mail form and between the
3 ranges of WALSH000009 - WALSH001394. For attachments, see the
4 ATTACHMENTS\ folder.

5
6 **REQUEST FOR PRODUCTION NO. 2:**

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

9 **ANSWER TO RFP NO. 2**

10 Subject to and without waiving any further objections. Plaintiff responds as:
11 Herein provided as bates number WALSH000009 - WALSH001394

12
13 **REQUEST FOR PRODUCTION NO. 3:**

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

16 **OBJECTION TO RFP NO. 3**

17 Subject to and without waiving any further objections. Plaintiff responds as:
18 Overbroad as to “any third party” and overbroad in time “since 2019” as Plaintiff was
19 not a customer in 2019. Secondly, The breadth and scope requires massive effort to
20 enact manual searches for any documents making it unduly burdensome and
21 harassing. The request is a fishing expedition for impeachment material which not
22 only attempts to pry into the personal communications of Plaintiff; but to uncover any
23 potential anonymous aliases (if any) used by Plaintiff (Dkt #117-1). This is
24 overbreadth and overreaching (In Krinsky v. Doe 6 (2008) 159 Cal.App.4th 1154)
25 (Krinsky) (“*an author’s decision to remain anonymous . . . is an aspect of the*
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1 *freedom of speech protected by the First Amendment.*’ [Citation.]” (Id. at pp. 1164 –
2 1165). Further, It is wholly irrelevant to any and all causes of action for “Tortious
3 Interference”, “Intellectual Property Misappropriation”, “Intellectual Property
4 Infringement”, “DMCA/CMI Stripping” and “RICO” and is not proportional to the
5 needs of the case nor relevant per Rule 26(b)(1). As the Defense has made no counter-
6 claim, this request is facially improper. Discovery must follow the pleadings.
7
8 Plaintiff’s private communications are protected by state and Federal law and Courts
9 only allow social media content to become discoverable if it contains evidence
10 material to litigation (*Tapp v. New York State Urban Dev. Corp.*, 102 A.D.3d 620 (1st
11 Dep’t 2013)) which the Defendant has shown no need for. Responsive documents, if
12 any, are being withheld pursuant to the foregoing objections.
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17 **REQUEST FOR PRODUCTION NO. 4:**

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

20 **OBJECTION TO RFP NO. 5**

21 Subject to and without waiving any further objections. Plaintiff responds as:
22 Overbroad as to “any third party” and overbroad in time “since 2019” as Plaintiff was
23 not a customer in 2019. Secondly, The breadth and scope requires massive effort to
24 enact manual searches for any documents making it unduly burdensome and
25 harassing. The request is a fishing expedition for impeachment material which not
26 only attempts to pry into the personal communications of Plaintiff; but to uncover any
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1 potential anonymous aliases (if any) used by Plaintiff (Dkt #117-1). This is
2 overbreadth and overreaching (In *Krinsky v. Doe 6* (2008) 159 Cal.App.4th 1154)
3 (Krinsky) (“*an author’s decision to remain anonymous . . . is an aspect of the*
4 *freedom of speech protected by the First Amendment.*’ [Citation.]” (Id. at pp. 1164 –
5 1165). Further, It is wholly irrelevant to any and all causes of action for “Tortious
6 Interference”, “Intellectual Property Misappropriation”, “Intellectual Property
7 Infringement”, “DMCA/CMI Stripping” and “RICO” and is not proportional to the
8 needs of the case nor relevant per Rule 26(b)(1). As the Defense has made no counter-
9 claim, this request is facially improper. Discovery must follow the pleadings.
10 Plaintiff’s private communications are protected by state and Federal law and Courts
11 only allow social media content to become discoverable if it contains evidence
12 material to litigation (*Tapp v. New York State Urban Dev. Corp.*, 102 A.D.3d 620 (1st
13 Dep’t 2013)) which the Defendant has shown no need for. Responsive documents, if
14 any, are being withheld pursuant to the foregoing objections.
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22 **REQUEST FOR PRODUCTION NO. 5:**

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

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25 **OBJECTION TO RRP NO. 5:** Subject to and without waiving any
26 further objections. Plaintiff responds as: Irrelevant. The amended
27 pleadings do not reference any \$1,250,000 general damages claim.
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REQUEST FOR PRODUCTION NO. 6:

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

OBJECTION TO RRP NO. 6: Subject to and without waiving any further objections. Plaintiff responds as: Irrelevant. The amended pleadings do not reference any \$250,000 claim for restitution and reliance.

REQUEST FOR PRODUCTION NO. 7:

Documents in support of Your claim for statutory damages.

OBJECTION TO RFP NO. 7: Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff's investigation into damages is ongoing. Damages will be based on information obtained from Defendant during discovery (e.g., Defendant's profits from the stolen IP). Plaintiff will supplement this disclosure as discovery progresses pursuant to FRCP 26(e). Plaintiff elects to recover statutory damages pursuant to 17 U.S.C. § 1203(c)(3) for each violation. As these damages are set by statute at the discretion of the Court, no computation or economic model is applicable or required. Plaintiff will supplement his answer once more information becomes available and expert reports have been completed. Without waiving any objections, Plaintiff responds as: Herein provided as:

- 1. WALSH000001 - WALSH000008
- 2. WALSH001664 - WALSH001736
- 3. WALSH002416 - WALSH002503

REQUEST FOR PRODUCTION NO. 8:

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

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1 **OBJECTION TO RFP NO. 8:**

2 Subject to and without waiving any further objections. Plaintiff responds as:

3 Overbroad in time “since 2019” as Plaintiff was not a customer in 2019. Secondly,
4 The breadth and scope requires massive effort to enact manual searches for any
5 reference Plaintiff has ever made ‘relating to’ Rokoko. Search and production of any
6 such documents ‘relating to’ the Defendant’s name wholly make the request unduly
7 burdensome and harassing. The request does not define documents sought with
8 specificity. The request is a fishing expedition for impeachment material which not
9 only attempts to pry into the personal communications of Plaintiff; but to uncover any
10 potential anonymous aliases (if any) used by Plaintiff (Dkt #117-1). This is
11 overbreadth and overreaching (In *Krinsky v. Doe 6* (2008) 159 Cal.App.4th 1154)
12 (*Krinsky*) (“*an author’s decision to remain anonymous . . . is an aspect of the*
13 *freedom of speech protected by the First Amendment.*’ [Citation.]” (Id. at pp. 1164 –
14 1165). Further, It is wholly irrelevant to any and all causes of action for “Tortious
15 Interference”, “Intellectual Property Misappropriation”, “Intellectual Property
16 Infringement”, “DMCA/CMI Stripping” and “RICO” and is not proportional to the
17 needs of the case nor relevant per Rule 26(b)(1). As the Defense has made no counter-
18 claim, this request is facially improper. Discovery must follow the pleadings.
19 Plaintiff’s private communications are protected by state and Federal law and Courts
20 only allow social media content to become discoverable if it contains evidence
21 material to litigation (*Tapp v. New York State Urban Dev. Corp.*, 102 A.D.3d 620 (1st
22 23 24 25 26 27 28

1 Dep't 2013)) which the Defendant has shown no need for. Responsive documents, if
2 any, are being withheld pursuant to the foregoing objections.
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5 **REQUEST FOR PRODUCTION NO. 9:**

6 Documents Relating to the “around 40 denied or ignored requests to remedy a
7 simple SONG-BEVERLY” alleged on page 5 of Your Complaint.
8

9 **OBJECTION TO RFP No. 9:** Subject to and without waiving any further
10 objections. Plaintiff responds as: Not relevant to any remaining claim or defense and
11 not proportional to the needs of the case under Rule 26(b)(1).
12

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

14 Documents supporting Your contention that Rokoko “[a]ctively avoids and
15 declines warranty, refunds, replacement or repairs” as alleged on page 6 of Your
16 Complaint.
17

18 **OBJECTION TO RFP No. 10:** Subject to and without waiving any further
19 objections. Plaintiff responds as: Not relevant to any remaining claim or defense and
20 not proportional to the needs of the case under Rule 26(b)(1).
21

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

23 Documents supporting Your contention that Rokoko “harvests. . . proprietary
24 animation without consent” as alleged on page 6 of Your Complaint.
25

26 **ANSWER TO RFP No 11:** Subject to and without waiving any further
27 objections. Plaintiff responds as: Herein provided as bates:
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1. WALSH001664 - WALSH001736
2. WALSH002416 - WALSH002503

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REQUEST FOR PRODUCTION NO. 12:

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

OBJECTION TO RFP No. 12: Subject to and without waiving any further objections. Plaintiff responds as: Not relevant to any remaining claim or defense and not proportional to the needs of the case under Rule 26(b)(1).

REQUEST FOR PRODUCTION NO. 13:

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

ANSWER TO RFP No. 13: Subject to and without waiving any further objections. Plaintiff responds as: Documents sufficient to show the existence of binding celebrity contracts have already been produced and authenticated under penalty of perjury. The names of these celebrities include but are not limited to Ron Wasserman (composer), Aries Spears (comedian), Dino Cazares (guitarist), Fear Factory (band), Alexis Mincolla (singer), 3teeth (band), Nysrok Infernalien (Singer), NightStalker (singer, musician), Alien Vampires (band), Grendel (band), Kathleen Fisher (singer, actor), Aaron D. Alexander (Hollywood Stunt Coordinator) and others. However, without waiving any objections, Plaintiff responds as: Herein provided as bates (WALSH002310 - WALSH002315 and WALSH002320). Examples of those celebrities performing their duties under the Contract are:

1. Ron Wasserman WALSH002536
2. Aries Spears WALSH002520– WALSH002528
3. Kathleen Fisher WALSH002530
4. Alexis Mincolla WALSH002519 (along with 3teeth music licensing)

For more information see the provided indexes.

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REQUEST FOR PRODUCTION NO. 14:

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

OBJECTION TO RFP No. 14: Subject to and without waiving any further objections. Plaintiff objects to the undefined term “employment” which is vague and ambiguous. Employment is not the proper term for a business relationship with a subcontractor. Acquiescing to improper and fundamentally different terminology would be problematic. Further, proof of payment is not relevant to any remaining claim or defense and not proportional to the needs of the case under Rule 26(b)(1). Plaintiff has provided numerous contracts defining the compensation terms and the work to be performed, and has also provided proof that the very same work as described was in fact, performed. With or without evidence of payment to those parties, the material facts in the Defenses’ case do not change as the damages sought by the Plaintiff are either derived wholly from statutory figures or calculated from expert statements or using similar industry comparisons. The value of a functional piece of software, it’s collection of unique creative expressions and works of art are not derived from their cost to produce but their fair market value (Davis v. The Gap, Inc., 246 F.3d 152 (2d Cir. 2001) and value of use (Deltak, Inc. v. Advanced Systems, Inc., 767 F.2d 357 (7th Cir. 1985)) the extent of which to be limited by credible evidence (Sunset Lamp Corp. v. Alsy Corp., 749 F. Supp. 520, 524 (S.D.N.Y. 1990)). Internal payment and employment records are not relevant to the measure of damages and are not proportional under Rule 26(b)(1). Further, Rokoko has objected to the same request for ‘employee information’ on confidentiality and privacy grounds; Plaintiff asserts that same objection here. However, without waiving any objections, Plaintiff responds as:

1. Plaintiff reincorporates RFP No. 13

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- 1 2. WALSH002545 - WALSH002549
- 2 3. WALSH002747 - WALSH002780
- 3 4. WALSH002613 - WALSH002710
- 4 5. WALSH002555 - WALSH002562
- 5 6. WALSH001654, WALSH002610, WALSH002611

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

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

11 **ANSWER TO RFP No. 15:** Subject to and without waiving any further
12 objections. Plaintiff responds as:, responsive documents sufficient to show Plaintiff's
13 titles under Nintendo licensing are publicly available and/or already part of the record
14 in this action. These sources are equally accessible to Defendant.

- 15
16 1. NEW TERRA – Directly listed on Nintendo’s store for purchase.

17 <https://www.nintendo.com/us/store/products/new-terra-switch/>.

- 18
19 2. The Next World under Nintendo was shown in Dkt #59 and Dkt #57 and
20 Dkt #115-1 along with the licensing SKU as issued by Nintendo.

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22
23 **REQUEST FOR PRODUCTION NO. 16:**

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

- 26 1. **ANSWER TO RFP No. 16:** Subject to and without waiving any further
27 objections. Plaintiff responds as herein provided in the following indexes:
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a. indexRespon_____intellectual property; misappropriation; sublicense;
anonymize.csv

b. indexRespon_____firmware.csv

2. And the following documents as a minimum:

a. WALSH000001 - WALSH000008

b. WALSH001395 - WALSH001397

c. WALSH001404 - WALSH001411

d. WALSH001417 - WALSH001425

e. WALSH001446 - WALSH001530

f. Defendants' Planned obsolescence through an intentionally
destructive firmware **WALSH001420** which destroyed Plaintiff's
gen1 hardware.

g. Defendants' Planned obsolescence through software:

i. WALSH000872 (saying gen 1 is EOL and will continue
working in Legacy but will NOT work in Studio anymore)

ii. WALSH002444 - WALSH002446 Plaintiff showing even in
video that Legacy now forces Gen 1 users to upgrade to Studio
(where gen 1 suits do not work).

iii. WALSH002405 - WALSH002406 Rokoko admitting they
identified Plaintiff as someone still using legacy in Nov. 2024.

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

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

6 **ANSWER TO RFP No. 17:** Subject to and without waiving any further
7 objections. Plaintiff responds as: Not relevant to any remaining claim or
8 defense and not proportional to the needs of the case under Rule 26(b)(1).

9
10 **REQUEST FOR PRODUCTION NO. 18:**

11 Documents in support of Your contention that Rokoko’s “true business model is
12 misleading investors and consumers,” as alleged on page 9 of Your Complaint.

13 **ANSWER TO RFP No. 18:** Subject to and without waiving any further
14 objections. Plaintiff responds as: Not relevant to any remaining claim or
15 defense and not proportional to the needs of the case under Rule 26(b)(1).

16
17 **REQUEST FOR PRODUCTION NO. 19:**

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

21 **1. ANSWER TO RFP No. 19:** Subject to and without waiving any further
22 objections. Plaintiff responds as: herein provided as bates:

- 23 a. WALSH001672 - WALSH001680
24
25 b. WALSH001682
26
27 c. WALSH001685 - WALSH001686
28
d. WALSH001691 - WALSH001693

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- 1 e. WALSH001727 - WALSH001736
- 2 f. WALSH002449 - WALSH002450
- 3
- 4 g. WALSH002453
- 5 h. WALSH002482 - WALSH002492
- 6 i. WALSH000001 - WALSH000008
- 7
- 8

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

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

- 12 **1. ANSWER TO RFP No. 20:** Subject to and without waiving any further
13 objections. Plaintiff responds as: WALSH002380 - WALSH002404



14 eden_vox_kathy_ses
15 s_036.mp3

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

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

- 19 **1. ANSWER TO RFP No. 21:** Subject to and without waiving any further
20 objections. Plaintiff responds as: herein provided as bates No.

- 21 a. WALSH002519 - WALSH002780
- 22 b. WALSH001395 - WALSH001397
- 23
- 24 c. WALSH001396 - WALSH001397

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

26 Communications evidencing the “lost momentum, economic harm and loss of
27 strategic positioning” for Next World as alleged on page 12 of Your Complaint.
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1. ANSWER TO RFP No. 22: Subject to and without waiving any further objections. Plaintiff responds as: herein provided as bates No.

- a. WALSH002519 - WALSH002780
- b. WALSH001395 - WALSH001397
- c. WALSH001396 - WALSH001397

REQUEST FOR PRODUCTION NO. 23:

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

OBJECTION TO RFP No. 23: Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff objects to this Request on the grounds that it is argumentative and calls for a legal conclusion. Plaintiff further objects that the terms “experienced” and "experienced unrecoverable damages" are vague and ambiguous in the context of a document request. Plaintiff further objects that the Defense requests documents to show an “experience” or absence. As documents must exist within the normal course of business, and much of what is being sought is statutory damages, Plaintiff cannot in good faith formulate documents to respond to this request as it is worded. Plaintiff further objects to this Request to the extent it seeks privileged materials subject to third-party confidentiality obligations, including agreements with platform licensors. Without waiving the foregoing objections, Plaintiff has already produced documents sufficient for the Defendant to derive this information. The documents are being withheld and are referenced in the privilege log.

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

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

4 **ANSWER TO RFP No. 24:** Subject to and without waiving any further
5 objections. Plaintiff responds as: Herein provided as BATES:

- 6 1. WALSH002369 - WALSH002379
7

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

9 Documents Related to agreements with Nintendo for Next World from January
10 1, 2016 to the present.

11
12 **OBJECTION TO RFP No. 25:** Subject to and without waiving any further
13 objections. Plaintiff responds as: Plaintiff objects to this Request to the extent it seeks
14 privileged materials subject to third-party confidentiality obligations, including
15 agreements with platform licensors. Just as the Defense has also stated it’s contracts
16 with third-parties have strict privilege and confidentiality agreements, Plaintiff has
17 demonstrated through similar agreements with those platforms; every aspect of those
18 agreements are protected absent a Court order. Without waiving the foregoing
19 objections, Plaintiff has already produced documents sufficient for the Defendant to
20 derive that such agreements exist. The documents are being withheld and are
21 referenced in the privilege log. Plaintiff is withholding documents and will not
22 produce. A statement has been provided in the privilege log.
23

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

25 Communications Related to agreements with Nintendo for Next World from
26 January 1, 2016 to the present.
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OBJECTION TO RFP No. 26: Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff objects to this Request as overbroad, unduly burdensome, and not proportional to the needs of the case. As defined by Defendant, the term “Communications” encompasses virtually any exchange of information over a ten-year period, including face to face and oral discussions, technical exchanges, file transfers, and other materials far beyond the scope of any claim or defense. Such a definition is facially overinclusive and would require production of large volumes of irrelevant and proprietary material. Plaintiff further objects to the extent this Request seeks documents subject to third-party confidentiality obligations, including agreements and communications with Nintendo, disclosure of which is restricted absent a specific court order. Subject to and without waiving these objections, Plaintiff will produce non-privileged, responsive written communications sufficient to show the existence, scope, and status of any relevant Nintendo agreements for Next World, upon entry of an appropriate court order authorizing disclosure of third-party confidential materials. Plaintiff is withholding documents and will not produce. A statement has been provided in the privilege log.

REQUEST FOR PRODUCTION NO. 27:

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

OBJECTION TO RFP No. 27: Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff objects to this Request to the extent it seeks privileged materials subject to third-party confidentiality obligations, including agreements with platform licensors. Just as the Defense

1 has also stated it's contracts with third-parties have strict privilege and
2 confidentiality agreements, Plaintiff has demonstrated through similar
3 agreements with those platforms; every aspect of those agreements are
4 protected absent a Court order. Without waiving the foregoing objections,
5 Plaintiff has already produced documents sufficient for the Defendant to derive
6 that such agreements exist. The documents are being withheld and are
7 referenced in the privilege log. Plaintiff is withholding documents and will not
8 produce. A statement has been provided in the privilege log.

9
10 **REQUEST FOR PRODUCTION NO. 28:**

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

13
14 **OBJECTION TO RFP No. 28:** Subject to and without waiving any further
15 objections. Plaintiff responds as: Plaintiff objects to this Request as overbroad,
16 unduly burdensome, and not proportional to the needs of the case. As defined
17 by Defendant, the term "Communications" encompasses virtually any exchange
18 of information over a ten-year period, including face to face and oral
19 discussions, technical exchanges, file transfers, and other materials far beyond
20 the scope of any claim or defense. Such a definition is facially overinclusive
21 and would require production of large volumes of irrelevant and proprietary
22 material. Plaintiff further objects to the extent this Request seeks documents
23 subject to third-party confidentiality obligations, including agreements and
24 communications with Sony, disclosure of which is restricted absent a specific
25 court order. Subject to and without waiving these objections, Plaintiff will
26 produce non-privileged, responsive written communications sufficient to show
27 the existence, scope, and status of any relevant Sony agreements for Next
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World, upon entry of an appropriate court order authorizing disclosure of third-party confidential materials. Plaintiff is withholding documents and will not produce. A statement has been provided in the privilege log.

REQUEST FOR PRODUCTION NO. 29:

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

ANSWER TO RFP No. 29: Subject to and without waiving any further objections. Plaintiff responds as: Overbroad as to scope and time. No such documents within Plaintiff’s custody or control.

REQUEST FOR PRODUCTION NO. 30:

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

ANSWER TO RFP No. 30: Subject to and without waiving any further objections. Plaintiff responds as: Overbroad as to scope and time. Further, no such documents are within Plaintiff’s custody or control.

REQUEST FOR PRODUCTION NO. 31:

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

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1 **OBJECTION TO RFP No. 31:** Subject to and without waiving any further
2 objections. Plaintiff responds as: Plaintiff objects to this Request to the extent it
3 seeks documents relating solely to allegations contained in a superseded complaint
4 that is no longer operative in this action. Discovery must be directed to the claims
5 and allegations set forth in the operative amended complaint. To the extent this
6 Request does not seek documents relevant to any claim or defense in the operative
7 pleading, no responsive documents will be produced.

8
9
10 **REQUEST FOR PRODUCTION NO. 32:**

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

14
15
16 **OBJECTION TO RFP No. 32:** Subject to and without waiving any further
17 objections. Plaintiff responds as: Plaintiff objects to this Request to the extent it
18 seeks documents relating solely to allegations contained in a superseded complaint
19 that is no longer operative in this action. Discovery must be directed to the claims
20 and allegations set forth in the operative amended complaint. To the extent this
21 Request does not seek documents relevant to any claim or defense in the operative
22 pleading, no responsive documents will be produced.

23
24 **REQUEST FOR PRODUCTION NO. 33:**

25 Documents from January 1, 2020 to the present Relating to a “growing distrust”
26 from the public about Your ability and capacity to release Next World, as alleged on page
27 17 of Your Complaint.

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OBJECTION TO RFP No. 33: Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff objects to this Request to the extent it seeks documents relating solely to allegations contained in a superseded complaint that is no longer operative in this action. Discovery must be directed to the claims and allegations set forth in the operative amended complaint. To the extent this Request does not seek documents relevant to any claim or defense in the operative pleading, no responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 34:

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

OBJECTION TO RFP No. 34: Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff objects to this Request to the extent it seeks documents relating solely to claims and allegations contained in a superseded complaint that is no longer operative in this action. Discovery must be directed to the claims and allegations set forth in the operative amended complaint. To the extent this Request does not seek documents relevant to any claim or defense in the operative pleading, no responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 35:

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

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OBJECTION TO RFP No. 35: Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff objects to this Request to the extent it seeks documents relating solely to claims and allegations contained in a superseded complaint that is no longer operative in this action. Discovery must be directed to the claims and allegations set forth in the operative amended complaint. To the extent this Request does not seek documents relevant to any claim or defense in the operative pleading, no responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 36:

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

OBJECTION TO RFP No. 36: Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff objects to this Request because it is premised entirely on allegations contained in a superseded complaint that is no longer operative in this action. Discovery must be directed to the claims and defenses in the operative amended complaint under Rule 26(b)(1). Because the Request defines the scope of responsive documents solely by reference to language in a non-operative pleading, including a citation to a specific page of that pleading, Plaintiff cannot reasonably determine what documents are being requested. Plaintiff further objects that the Request does not describe the requested documents with reasonable particularity as required by Rule 34(b)(1)(A). Subject to and without waiving these objections, Plaintiff identifies the following documents that may be responsive to the subject matter referenced in this Request: WALSH002416 - WALSH002503

1 **REQUEST FOR PRODUCTION NO. 37:**

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

5
6 **OBJECTION TO RFP No. 37:** Subject to and without waiving any further
7 objections. Plaintiff responds as: Plaintiff objects to this Request because it is
8 premised entirely on allegations contained in a superseded complaint that is no
9 longer operative in this action. Discovery must be directed to the claims and
10 defenses in the operative amended complaint under Rule 26(b)(1). Because the
11 Request defines the scope of responsive documents solely by reference to language
12 in a non-operative pleading, including a citation to a specific page of that pleading,
13 Plaintiff cannot reasonably determine what documents are being requested. Plaintiff
14 further objects that the Request does not describe the requested documents with
15 reasonable particularity as required by Rule 34(b)(1)(A). To the extent the Request
16 seeks “communications,” Plaintiff objects that the term is defined by Defendant in
17 an overbroad manner that encompasses virtually any exchange of information,
18 including oral conversations, technical exchanges, and file transfers over an
19 extended time period, rendering the Request disproportionate to the needs of the
20 case under Rule 26(b)(1). Subject to and without waiving these objections, Plaintiff
21 identifies the following documents that may be responsive to the subject matter
22 referenced in this Request: WALSH002416 - WALSH002503

23
24 **REQUEST FOR PRODUCTION NO. 38:**

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

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1 **OBJECTION TO RFP No. 38:** Subject to and without waiving any further
2 objections. Plaintiff responds as: Plaintiff objects to this Request because it is
3 premised entirely on allegations contained in a superseded complaint that is no
4 longer operative in this action. Discovery must be directed to the claims and
5 defenses in the operative amended complaint under Rule 26(b)(1). Because the
6 Request defines the scope of responsive documents solely by reference to language
7 in a non-operative pleading, including a citation to a specific page of that pleading,
8 Plaintiff cannot reasonably determine what documents are being requested. Plaintiff
9 further objects that the Request does not describe the requested documents with
10 reasonable particularity as required by Rule 34(b)(1)(A). Subject to and without
11 waiving these objections, Plaintiff identifies the following documents that may be
12 responsive to the subject matter referenced in this Request:

- 13 1. WALSH002407 - WALSH002415
- 14 2. WALSH002453
- 15 3. WALSH001672 - WALSH001736
- 16 4. WALSH000003 - WALSH000008
- 17 5. WALSH000832 -WALSH000833

18
19 **REQUEST FOR PRODUCTION NO. 39:**

20 **Communications** from January 1, 2020 to the present in support of Your contention
21 that Rokoko was “secretly receiving user data, telemetry and intellectual property without
22 any notification or authorization since 2019,” as alleged on page 31 of Your Complaint.
23

24 **OBJECTION TO RFP No. 39:** Subject to and without waiving any further
25 objections. Plaintiff responds as: Plaintiff objects to this Request because it is premised
26 entirely on allegations contained in a superseded complaint that is no longer operative in
27 this action. Discovery must be directed to the claims and defenses in the operative
28 amended complaint under Rule 26(b)(1). Because the Request defines the scope of

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1 responsive documents solely by reference to language in a non-operative pleading,
2 including a citation to a specific page of that pleading, Plaintiff cannot reasonably
3 determine what documents are being requested. Plaintiff further objects that the Request
4 does not describe the requested documents with reasonable particularity as required by
5 Rule 34(b)(1)(A). To the extent the Request seeks “communications,” Plaintiff objects that
6 the term is defined by Defendant in an overbroad manner that encompasses virtually any
7 exchange of information, including oral conversations, technical exchanges, and file
8 transfers over an extended time period, rendering the Request disproportionate to the needs
9 of the case under Rule 26(b)(1). Subject to and without waiving these objections, Plaintiff
10 identifies the following documents that may be responsive to the subject matter referenced
11 in this Request in RFP No. 38.

12
13 **REQUEST FOR PRODUCTION NO. 40:**

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

16
17 **OBJECTION TO RFP No. 40:** Subject to and without waiving any further
18 objections. Plaintiff responds as: Plaintiff objects to this Request to the extent it is
19 defined solely by reference to a specific page of a superseded complaint that is no
20 longer operative in this action. Discovery must be directed to the claims and
21 defenses set forth in the operative amended complaint under Rule 26(b)(1). Plaintiff
22 further objects that the phrase “documents relating to” is overly broad and fails to
23 describe the requested materials with reasonable particularity as required Rule
24 34(b)(1)(A).

25
26 **REQUEST FOR PRODUCTION NO. 41:**

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

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OBJECTION TO RFP No. 41: Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff objects to this Request to the extent it is defined solely by reference to a specific page of a superseded complaint that is no longer operative in this action. Discovery must be directed to the claims and defenses set forth in the operative amended complaint under Rule 26(b)(1). Plaintiff further objects that the Request relies on the phrase “450 animations,” which reflects an allegation contained in a superseded pleading and does not accurately describe the scope of Plaintiff’s work as alleged in the operative amended complaint. Plaintiff further objects that the phrase “documents relating to” is overly broad and fails to describe the requested materials with reasonable particularity as required by Rule 34(b)(1)(A). Subject to and without waiving these objections, Plaintiff identifies the following documents that may be responsive to the subject matter referenced in this Request:

- 1. WALSH000001 - WALSH000002

REQUEST FOR PRODUCTION No. 42:

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

OBJECTION TO RFP No. 42: Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff objects to this Request to the extent it is defined solely by reference to a specific page of a superseded complaint that is no longer operative in this action. Discovery must be directed to the claims and defenses set forth in the operative amended complaint under Rule 26(b)(1). Plaintiff further objects that the Request relies on the phrase “450 animations,” which reflects an allegation contained in a superseded pleading and does not accurately describe the scope of Plaintiff’s work as alleged in the operative amended complaint. Plaintiff

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further objects that the phrase “documents relating to” is overly broad and fails to describe the requested materials with reasonable particularity as required by Rule 34(b)(1)(A). Subject to and without waiving these objections, Plaintiff identifies the following documents that may be responsive to the subject matter referenced in this Request:

- 1. WALSH000003 - WALSH000008
- 2. WALSH002416 - WALSH002503
- 3. WALSH001672 - WALSH001736
- 4. WALSH000003 - WALSH000008

REQUEST FOR PRODUCTION NO. 43:

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

OBJECTION TO RFP No. 43: Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff objects to this Request because it is premised on allegations contained in a superseded complaint that is no longer operative in this action. Discovery must be directed to the claims and defenses set forth in the operative amended complaint under Rule 26(b)(1). Plaintiff further objects that the phrase “documents supporting your contention” is vague and ambiguous because it requires Plaintiff to speculate as to which documents Defendant believes “support” a particular characterization of events rather than describing documents with reasonable particularity as required by Rule 34(b)(1)(A). Subject to and without waiving these objections, Plaintiff identifies the following

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

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

4
5 **OBJECTION TO RFP No. 44:** Subject to and without waiving any further
6 objections. Plaintiff responds as: Plaintiff objects to this Request because it is
7 premised on allegations contained in a superseded complaint that is no longer
8 operative in this action. Discovery must be directed to the claims and defenses set
9 forth in the operative amended complaint under Rule 26(b)(1). Plaintiff further
10 objects that the phrase “documents supporting your contention” is vague and
11 ambiguous because it requires Plaintiff to speculate as to which documents
12 Defendant believes “support” a particular characterization of events rather than
13 describing documents with reasonable particularity as required by Rule 34(b)(1)(A).
14 No documents will be produced.

15
16 **REQUEST FOR PRODUCTION NO. 45:**

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

19
20 **OBJECTION TO RFP No. 45:** Subject to and without waiving any further
21 objections. Plaintiff responds as: Plaintiff objects to this Request on the grounds
22 that it seeks information not relevant to any claim or defense in the operative
23 amended complaint and therefore exceeds the permissible scope of discovery under
24 Rule 26(b)(1). Plaintiff further objects that the term “communications” is overbroad
25 and encompasses virtually any exchange of information, including oral discussions
26 and investigative exchanges. Plaintiff further objects to the extent this Request seeks
27 materials protected by the work product doctrine, including investigative materials
28 prepared in anticipation of litigation. To the extent any responsive non-privileged

1 documents exist, they will be identified on an appropriate privilege log or produced
2 subject to and without waiving these objections.

3
4 **REQUEST FOR PRODUCTION NO. 46:**

5 Documents exchanged between You and any private investigator, from January 1,
6 2020 to the present, Relating to Rokoko.

7
8 **ANSWER TO RFP No. 46:** Subject to and without waiving any further
9 objections. Plaintiff responds as: Herein provided as WALSH001739 - WALSH001753

10
11 **REQUEST FOR PRODUCTION NO. 47:**

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

14
15 **ANSWER TO RFP No. 47:** Subject to and without waiving any further
16 objections. Plaintiff responds as: Herein provided as bates WALSH001754 -
17 WALSH002368

18
19 **REQUEST FOR PRODUCTION NO. 48:**

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

22
23 **OBJECTION TO RFP No. 48:** Subject to and without waiving any further
24 objections. Plaintiff responds as: Plaintiff objects to this Request on the grounds
25 that it seeks information not relevant to any claim or defense in the operative
26 amended complaint and therefore exceeds the permissible scope of discovery under
27 Rule 26(b)(1). Plaintiff further objects that the term “communications,” as defined
28 by Defendant, is overbroad and encompasses virtually any exchange of information,

1 including oral discussions and investigative exchanges, rendering the Request
2 disproportionate to the needs of the case. Plaintiff further objects to the extent this
3 Request seeks materials protected by the work product doctrine under Rule 26(b)(3),
4 including communications with third parties made in anticipation of litigation or in
5 connection with litigation investigation. Responsive documents are being withheld
6 based on these objections and will be identified in a privilege/work-product log.

7
8 **REQUEST FOR PRODUCTION NO. 49:**

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

11
12 **OBJECTION TO RFP No. 49:** Subject to and without waiving any further
13 objections. Plaintiff responds as: Plaintiff objects to this Request on the grounds
14 that it seeks information not relevant to any claim or defense in the operative
15 amended complaint and therefore exceeds the permissible scope of discovery under
16 Rule 26(b)(1). Plaintiff further objects that the term “communications,” as defined
17 by Defendant, is overbroad and encompasses virtually any exchange of information,
18 including oral discussions and investigative exchanges, rendering the Request
19 disproportionate to the needs of the case. Plaintiff further objects to the extent this
20 Request seeks materials protected by the work product doctrine under Rule 26(b)(3),
21 including communications with third parties made in anticipation of litigation or in
22 connection with litigation investigation. Responsive documents are being withheld
23 based on these objections and will be identified in a privilege/work-product log.

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

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

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OBJECTION TO RFP No. 50: Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff objects to this Request on the grounds that it seeks information not relevant to any claim or defense in the operative amended complaint and therefore exceeds the permissible scope of discovery under Rule 26(b)(1). Plaintiff further objects that the term “communications,” as defined by Defendant, is overbroad and encompasses virtually any exchange of information, including oral discussions and investigative exchanges, rendering the Request disproportionate to the needs of the case. Plaintiff further objects to the extent this Request seeks materials protected by the work product doctrine under Rule 26(b)(3), including communications with third parties made in anticipation of litigation or in connection with litigation investigation. Responsive documents are being withheld based on these objections and will be identified in a privilege/work-product log.

REQUEST FOR PRODUCTION NO. 51:

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

OBJECTION TO RFP No. 51: Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff objects to this Request on the grounds that it seeks information not relevant to any claim or defense in the operative amended complaint and therefore exceeds the permissible scope of discovery under Rule 26(b)(1). Plaintiff further objects that the term “communications,” as defined by Defendant, is overbroad and encompasses virtually any exchange of information, including oral discussions and investigative exchanges, rendering the Request disproportionate to the needs of the case. Plaintiff further objects to the extent this Request seeks materials protected by the work product doctrine under Rule 26(b)(3),

1 including communications with third parties made in anticipation of litigation or in
2 connection with litigation investigation. Responsive documents are being withheld
3 based on these objections and will be identified in a privilege/work-product log.
4

5
6 **REQUEST FOR PRODUCTION NO. 52:**

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

9
10 **OBJECTION TO RFP No. 52:** Subject to and without waiving any further
11 objections. Plaintiff responds as: Plaintiff objects to this Request on the grounds
12 that it seeks information not relevant to any claim or defense in the operative
13 amended complaint and therefore exceeds the permissible scope of discovery under
14 Rule 26(b)(1). Plaintiff further objects that the term “communications,” as defined
15 by Defendant, is overbroad and encompasses virtually any exchange of information,
16 including oral discussions and investigative exchanges, rendering the Request
17 disproportionate to the needs of the case. Plaintiff further objects to the extent this
18 Request seeks materials protected by the work product doctrine under Rule 26(b)(3),
19 including communications with third parties made in anticipation of litigation or in
20 connection with litigation investigation. Responsive documents are being withheld
21 based on these objections and will be identified in a privilege/work-product log.
22
23

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

25 Communications from May 1, 2025 to the present between You and
26 Corridor Digital, LLC.
27

28 **OBJECTION TO RFP No. 53:** Subject to and without waiving any further

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1 objections. Plaintiff responds as: Plaintiff objects to this Request on the grounds
2 that it seeks information on a non-party which is not relevant to any claim or defense
3 in the operative amended complaint and therefore exceeds the permissible scope of
4 discovery under Rule 26(b)(1). Plaintiff further objects that the term
5 “communications,” as defined by Defendant, is overbroad and encompasses
6 virtually any exchange of information, including oral discussions and investigative
7 exchanges, rendering the Request disproportionate to the needs of the case. Plaintiff
8 further objects to the extent this Request seeks materials protected by the work
9 product doctrine under Rule 26(b)(3), including communications with third parties
10 made in anticipation of litigation or in connection with litigation investigation.
11 Responsive documents are being withheld based on these objections and will be
12 identified in a privilege/work-product.

13
14 **REQUEST FOR PRODUCTION NO. 54:**

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

17
18 **OBJECTION TO RFP No. 54:** Subject to and without waiving any further
19 objections. Plaintiff responds as: Plaintiff objects to this Request on the grounds
20 that it seeks information on non-parties which are not relevant to any claim or
21 defense in the operative amended complaint and therefore exceeds the permissible
22 scope of discovery under Rule 26(b)(1). Plaintiff further objects that the term
23 “communications,” as defined by Defendant, is overbroad and encompasses
24 virtually any exchange of information, including oral discussions and investigative
25 exchanges, rendering the Request disproportionate to the needs of the case. Plaintiff
26 further objects as it is overbroad in ask as to “any subpoenas”. Plaintiff further
27 objects to the extent this Request seeks materials protected by the work product
28 doctrine under Rule 26(b)(3), including communications with third parties made in

1 anticipation of litigation or in connection with litigation investigation. Responsive
2 documents are being withheld based on these objections and will be identified in a
3 privilege/work-product.
4

5 **REQUEST FOR PRODUCTION NO. 55:**

6 Any witness statements in Your possession Relating to the contentions in Your
7 Complaint.
8

9 **OBJECTION TO RFP No. 55** Subject to and without waiving any further
10 objections. Plaintiff responds as: Plaintiff objects that the phrase “Relating to
11 the contentions in Your Complaint” is vague and overbroad and fails to
12 describe the requested documents with reasonable particularity as required by
13 Rule 34(b)(1)(A). Plaintiff further objects to the extent this Request seeks
14 materials protected by the work product doctrine under Rule 26(b)(3), including
15 witness communications, interview summaries, or investigative materials
16 prepared in anticipation of litigation. Plaintiff further objects to the extent this
17 Request seeks draft expert reports or materials protected under Rule
18 26(b)(4)(B). Subject to and without waiving objections Plaintiff responds as
19 WALSH001685 - WALSH001686 and
20
21
22

23 **REQUEST FOR PRODUCTION NO. 56:**

24 Documents Relating to work performed by You for the Department of
25 Homeland Security between January 1, 2009 to the present.
26

27 **OBJECTION TO RFP No. 56:** Subject to and without waiving any further
28 objections. Plaintiff responds as: Plaintiff objects to this Request on the

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1 grounds that it seeks documents that are not relevant to any claim or defense in
2 this action and are not proportional to the needs of the case under Rule 26(b)(1).
3 The Request seeks documents relating to work performed for the Department of
4 Homeland Security dating back to 2009, which has no connection to the
5 allegations in the Complaint concerning Defendant’s conduct, Plaintiff’s
6 intellectual property, or the damages at issue. The Request is further overbroad
7 in time and scope, seeks information concerning third parties not involved in
8 this litigation, and appears designed to harass or investigate Plaintiff’s unrelated
9 professional history by further requesting confidential government documents.
10 Plaintiff therefore will not produce documents in response to this Request.

11
12 **REQUEST FOR PRODUCTION NO. 57:**

13 Documents Relating to Your work as an expert consultant, as referenced in
14 Your September 18, 2025 Supplemental Declaration, ECF No. 74, from January 1,
15 2009 to the present.

16
17 **OBJECTION TO RFP No. 57:** Subject to and without waiving any further
18 objections. Plaintiff responds as: Plaintiff objects to this Request on the
19 grounds that it is vague and ambiguous, including with respect to the undefined
20 term “expert consultant.” The Request does not define that term or otherwise
21 identify what category of work it intends to capture, rendering the scope of the
22 Request unclear. Plaintiff further objects that the Request is overbroad, seeks
23 documents not relevant to any claim or defense in this action, and is not
24 proportional to the needs of the case per Rule 26(b)(1). The Request seeks
25 “documents relating to” Plaintiff’s alleged consulting work dating back to 2009,
26 which would require production of greater than five million pages (as it
27 includes source code, technical documents, documentation, etc.) of confidential
28 third-party materials, trade secrets, proprietary code and documentation,

1 privileged communications, and work product from unrelated matters. To the
2 extent Defendant seeks information regarding Plaintiff’s qualifications, those
3 qualifications are already set forth in Plaintiff’s Supplemental Declaration (ECF
4 No. 74). The request is further unduly burdensome and harassing in that it
5 would require vast effort and seeking archived documents spanning nearly
6 seventeen years of Plaintiff’s professional career. Plaintiff therefore will not
7 produce documents in response to this Request.

8
9 **REQUEST FOR PRODUCTION NO. 58:**

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

13
14 **ANSWER TO RFP No. 58** – Subject to and without waiving any further
15 objections. Plaintiff responds as: Plaintiff objects to this Request on the
16 grounds that it is vague and ambiguous, including with respect to the undefined
17 term “testifying expert.” Plaintiff further objects that the Request is overbroad
18 and seeks documents not relevant to any claim or defense in this action and not
19 proportional to the needs of the case under Rule 26(b)(1). Subject to and
20 without waiving these objections, Plaintiff states that he has not testified in
21 Court as a retained testifying expert; but rather his experience lies in forensic
22 investigations, evidentiary preparation, written documentation and expert
23 reports. Notwithstanding the foregoing objections, Plaintiff will produce certain
24 documents and written materials reflecting prior forensic investigative work
25 referenced in Plaintiff’s Supplemental Declaration (ECF No. 74), to the extent
26 such materials exist and are within Plaintiff’s possession, custody, or control.
27 Subject to and without waiving objections, Plaintiff responds as
28 WALSH002504 - WALSH002518

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REQUEST FOR PRODUCTION NO. 59:

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

ANSWER TO RFP No. 59 – Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff objects to this Request on the grounds that it is vague and ambiguous, including with respect to the undefined term “testifying expert”. It seems that the question is designed to force a particular outcome. What makes the term vague and ambiguous is the contextual family of the phrase most entirely encompasses “testifying expert”, “subject matter expert”, “expert witness”, “forensic analyst” and “digital investigator”. Plaintiff is unclear which Defense means. Plaintiff further objects that the Request is overbroad and seeks documents not relevant to any claim or defense in this action and not proportional to the needs of the case under Rule 26(b)(1). Subject to and without waiving these objections, Plaintiff responds as his experience lies in expert understanding of many technologies as a polyglot systems architect, software and hardware engineer and computer security expert and further in a legal sense in forensic investigations, evidentiary preparation, written documentation and expert reports, as he has demonstrated extensively in this matter. Notwithstanding the foregoing objections, Plaintiff responds as Subject to and without waiving objections, Plaintiff responds as WALSH002504 - WALSH002518

1 **REQUEST FOR PRODUCTION NO. 60:**

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

7
8 **ANSWER TO RFP No. 60** – Subject to and without waiving any further
9 objections. Plaintiff responds as: Plaintiff objects to this Request on the
10 grounds that it is vague and ambiguous, including with respect to the undefined
11 term “testifying expert”. It seems that the question is designed to force a
12 particular outcome. What makes the term vague and ambiguous is the
13 contextual family of the phrase most entirely encompasses “testifying expert”,
14 “subject matter expert”, “expert witness”, “forensic analyst” and “digital
15 investigator”. Plaintiff is unclear which Defense means. Plaintiff further
16 objects that the Request is overbroad and seeks documents not relevant to any
17 claim or defense in this action and not proportional to the needs of the case
18 under Rule 26(b)(1). Subject to and without waiving these objections, Plaintiff
19 responds as his experience lies in expert understanding of many technologies as
20 a polyglot systems architect, software and hardware engineer and computer
21 security expert and further in a legal sense in forensic investigations, evidentiary
22 preparation, written documentation and expert reports, as he has demonstrated
23 extensively in this matter. Notwithstanding the foregoing objections, Plaintiff
24 responds as Subject to and without waiving objections, Plaintiff responds as
25 WALSH002504 - WALSH002518

1 DATED: March 6, 2026
2
3



4 Matthew R. Walsh
5 Plaintiff in pro per
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EXHIBIT D

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
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387,

Plaintiff In Pro Per,

vs.

ROKOKO ELECTRONICS
(AND DOES 1 THROUGH 50,
INCLUSIVE)
31416 AGOURA RD STE 118
WESTLAKE VILLAGE, CA
91361

Defendant

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

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

**PLAINTIFF’S SECOND SET OF
INTEROGATORIES DEFENDANT
ROKOKO ELECTRONICS AND
DOES 1-50**

8
9
10 **PLAINTIFF’S SECOND SET OF INTEROGATORIES DEFENDANT**

11 **ROKOKO ELECTRONICS AND DOES 1-50**

12
13 TO DEFENDANT ROKOKO ELECTRONICS (“DEFENDANT”) AND THEIR
14 ATTORNEYS OF RECORD:

15 Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Plaintiff Matthew R.
16 Walsh hereby propounds the following Interrogatories upon Defendant Rokoko
17 Electronics. Defendant is required to answer each Interrogatory separately and
18 fully in writing under oath within thirty (30) days of service hereof, in accordance
19 with Rule 33(b).

20

21

22 **DEFINITIONS**

23 For purposes of these Interrogatories, the following definitions apply:

- 24 1. **“Defendant,” “You,” “Your,” or “Rokoko”** means Rokoko Electronics
25 ApS or Rokoko Electronics, Inc. or Rokoko, LLC or simply Rokoko
26 Electronics; its present and former officers, directors, employees, agents,
27 representatives, attorneys, and all other persons acting or purporting to act
28 on its behalf.
- 29 2. **“CoCo”** means Rokoko Care ApS, CoCo Care ApS and any predecessor,
30 successor, parent, subsidiary, affiliate, or related entity.
- 31 3. **“Plaintiff”** means Matthew R. Walsh.
- 32 4. **“Document”** and **“communication”** have the broadest possible meaning
33 under Rule 34 and Rule 33, and include emails, contracts, agreements,
34 meeting minutes, reports, and electronically stored information (“ESI”).

PAGE 2

- 35 5. **“User animation data”** means all animation files, derivatives, segments,
36 metadata, or related content generated, collected, transmitted, or stored by
37 Rokoko products or services OR A.I. derivatives thereof.
- 38 6. **“CMI”** means copyright management information as defined in 17 U.S.C. §
39 1202(c).
- 40

41

42 **INSTRUCTIONS**

- 43 1. Each Interrogatory must be answered separately and fully in writing under
44 oath, pursuant to Rule 33(b) of the Federal Rules of Civil Procedure.
- 45 2. If you object to any Interrogatory, state the specific grounds for objection
46 and respond to the extent the Interrogatory is not objectionable.
- 47 3. If you cannot answer an Interrogatory in full, answer to the extent possible,
48 specifying the reasons for your inability to answer the remainder and stating
49 whatever information you have.
- 50 4. These Interrogatories are continuing in nature, and you must seasonably
51 supplement your responses in accordance with Rule 26(e).
- 52 5. Unless otherwise specified, the time period relevant to these Interrogatories
53 is **January 1, 2020 to the present.**

54 6. The singular includes the plural, the plural includes the singular, and the past
55 tense includes the present tense, and vice versa, as necessary to make the
56 Interrogatories inclusive.

57

58

59 **INTERROGATORIES:**

60

61 **INTERROGATORY 1.** State with specificity all damages that You claim Rokoko
62 is liable for in this Action, including the type of damages claimed and the
63 amount of each type of damage.

64 1. **OBJECTION:** *Plaintiff objects to this interrogatory on the grounds*
65 *that Rokoko has failed to comply with its discovery obligations,*
66 *including the production of documents and information that would*
67 *allow Plaintiff to fully calculate and substantiate all damages at this*
68 *stage of the litigation. Without the requested documents, Plaintiff is*
69 *unable to provide a precise calculation of all damages.*

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

72 1. **OBJECTION:** *Plaintiff objects to this interrogatory on the grounds*
73 *that Rokoko has failed to comply with its discovery obligations,*

PAGE 4

74 *including the production of documents and information that would*
75 *allow Plaintiff to fully substantiate the factual basis for the damages*
76 *identified in response to Interrogatory No. 1. Without the requested*
77 *documents, Plaintiff is unable to provide a complete calculation of*
78 *each type of damage.*

79 **INTEROGATORY 3.** To the extent that You contend Rokoko caused any loss
80 to the commercial value of Next World, state all facts supporting a direct
81 causal relationship between Rokoko's actions and the loss of Next World's
82 commercial value, including facts identifying the exact amount of any
83 alleged losses.

84 1. ***PARTIAL OBJECTION:*** *Plaintiff objects to this interrogatory on the*
85 *grounds that Rokoko has failed to comply with its discovery*
86 *obligations, including the production of documents and information*
87 *necessary to fully support Plaintiff's claim regarding the loss of*
88 *commercial value to Next World. Without the requested documents,*
89 *Plaintiff is unable to identify all facts supporting a direct causal*
90 *relationship between Rokoko's actions and any alleged loss, including*
91 *the exact amount of any losses.*

92 2. ***PARTIAL ANSWER:*** *I contend that by Rokoko issuing a poison*
93 *firmware for planned obsolescence (as evidenced in Dkt #59), My*

94 *game production was wholly disrupted as that equipment is necessary*
95 *for animation and cinematics which is the cornerstone of what a game*
96 *of this magnitude requires to be completed. Further, as Rokoko*
97 *refused parts, repair or replacement for nearly 7 months and then*
98 *refused after litigation became foreseeable and even after it began –*
99 *My game production was further harmed. But for Rokoko simply not*
100 *selling parts, offering repair or replacement as Song-Beverly*
101 *requires, neither side would be in this position and the production*
102 *would have continued. Most of which was provided already to*
103 *Defendant in (Dkt #59)*

104 **INTEROGATORY 4.** State all steps You took to avoid, mitigate, or reduce any
105 alleged loss to the commercial value of Next World.

- 106 *1. Plaintiff made repeated attempts to resolve issues with Defendant,*
107 *including consistent communication to purchase parts, request*
108 *repairs, or obtain replacements for faulty equipment.*
- 109 *2. Plaintiff escalated these communications incrementally, hoping to*
110 *engage Rokoko in resolving the issues and supporting their product.*
- 111 *3. Plaintiff issued multiple legal warning emails to Rokoko, outlining*
112 *concerns and requesting immediate action.*

- 113 4. *Plaintiff directly communicated with various employees at Rokoko,*
114 *trying to find a resolution through their support channels.*
- 115 5. *Plaintiff attempted to visit the Rokoko offices in San Francisco and*
116 *Los Angeles in person, only to discover that these offices did not exist,*
117 *hindering further efforts to resolve the matter.*
- 118 6. *Plaintiff initiated a small claims court action seeking a refund but*
119 *dismissed that action after discovering additional legal and product-*
120 *related issues with Rokoko's conduct.*
- 121 7. *Plaintiff engaged in Online Dispute Resolution with Rokoko in an*
122 *effort to resolve the issues without escalating the situation.*
- 123 8. *Rokoko initiated arbitration proceedings, to which Plaintiff engaged,*
124 *but Rokoko failed to participate, making the process ineffective.*
- 125 9. *Plaintiff escalated the dispute to State Civil Court and participated*
126 *actively, but Rokoko did not engage in the litigation process.*
- 127 10. *Plaintiff is currently participating in this Federal Court action,*
128 *seeking resolution and remedy for the ongoing issues.*
- 129 11. *Plaintiff made several attempts at settlement and resolution*
130 *discussions, but Rokoko failed to engage in good faith or reach a*
131 *mutually acceptable resolution.*

132 *12. Plaintiff explored alternative motion capture solutions to mitigate*
133 *delays in production but was unable to proceed due to prohibitive*
134 *costs and the duplicative nature of those solutions.*

135 *13. Despite these challenges, Plaintiff continued to make progress on the*
136 *technical aspects of Next World independently, working without*
137 *external collaborators to maintain momentum and minimize*
138 *disruption.*

139 *14. As Plaintiff's potential TV streaming talks had been sidelined,*
140 *Plaintiff has taken it upon himself to write, direct, fund and produce a*
141 *short film/pilot episode titled 'The Next World' based wholly on the*
142 *game, utilizing many of the same crew and actors which will be*
143 *premiering at Sundance and other movie festivals and shopped to*
144 *streaming networks.*

145
146 **INTEROGATORY 5.** State all facts that support Your contention that Rokoko
147 has been “secretly receiving user data, telemetry and intellectual property
148 without any notification or authorization since 2019,” as alleged on page 31
149 of Your Complaint.

150 **1. PARTIAL OBJECTION:** Plaintiff objects to this interrogatory on
151 the grounds that Rokoko has failed to comply with its discovery

152 obligations, including the production of documents and information
153 necessary to fully substantiate the facts supporting Plaintiff's
154 contention that Rokoko has been "secretly receiving user data,
155 telemetry and intellectual property without any notification or
156 authorization since 2019," as alleged on page 31 of the Complaint.
157 Without the requested documents, Plaintiff is unable to provide a
158 detailed and comprehensive statement of all facts at this time.

159 2. **PARTIAL ANSWER:** I can however, provide *some* of the request:

160 i. **“Rokoko forces you to upgrade to the latest version which
161 forces you into new contract terms”**

162 <https://www.youtube.com/watch?v=oPUK2Q9zu5s>

163 ii. **“Within days of each other, Rokoko unilaterally imposed a
164 sweeping set of new terms that strip rights”**

165 https://www.youtube.com/watch?v=ZHH_s_JDr5Q

166 iii. **“No notification”**

167 https://www.youtube.com/watch?v=ZHH_s_JDr5Q

168 iv. **“Proof of Rokoko TAKING intellectual property and no
169 terms and conditions”**

170 <https://www.youtube.com/watch?v=mAqg-Yp0YHc>

171 v. “Rokoko Stealing IP proof”

172 <https://www.youtube.com/watch?v=kk4I9zUXzH8>

173 vi. Additionally, further evidence was provided in the Complaint
174 as well as to Defendant in Dkt #59

175 **INTEROGATORY 6.** State all facts that support Your contention that Rokoko
176 has anonymized Your metadata with the knowledge or intent to conceal
177 infringement.

178 1. Plaintiff objects to this interrogatory on the grounds that Rokoko has
179 failed to comply with its discovery obligations, including the
180 production of documents and information necessary to fully
181 substantiate the facts supporting Plaintiff's contention that Rokoko has
182 anonymized Plaintiff's metadata with the knowledge or intent to
183 conceal infringement. Without the requested documents, Plaintiff is
184 unable to provide a detailed and comprehensive statement of all facts
185 at this time.

186 **INTEROGATORY 7.** State all facts that support your contention that the
187 products You purchased from Rokoko were “faulty and needed replacement
188 on arrival,” as alleged on page 20 of Your Complaint.

189 1. The facts are evident from Page 20 of my Complaint as well as in the
190 exhibits. There are e-mails with support staff and replacement
191 equipment sent by Mikkel Overby himself directly to me.

192 **INTEROGATORY 8.** Identify all private investigators that You have retained
193 or hired from January 1, 2019 to the present, including current phone
194 numbers and email addresses, Relating to Rokoko

195 1. OBJECTION: Plaintiff objects to this interrogatory on the grounds
196 that it is overly broad, unduly burdensome, and seeks information that
197 is irrelevant to the claims or defenses in this action. The requested
198 information is also protected by privacy concerns, including work
199 product privilege, and the confidentiality of investigative methods.
200 Furthermore, Plaintiff retains certain investigative services through
201 anonymous channels, and disclosure of such information would reveal
202 confidential strategies. Plaintiff also objects to the request for current
203 phone numbers and email addresses, as this information is neither
204 necessary nor relevant to the resolution of the claims in this case. The
205 pictures are clear evidence that investigators were obviously sent to
206 the location; anything further is irrelevant.

207 **INTEROGATORY 9.** Identify all Persons that You contend have personal
208 knowledge of the allegations in Your Complaint, including current phone
209 numbers and email addresses.

210 1. OBJECTION: Plaintiff objects to this interrogatory on the grounds
211 that Rokoko has failed to comply with its discovery obligations,
212 including the production of documents and information necessary to
213 identify all persons with knowledge of the allegations in the
214 Complaint. Without the requested documents, Plaintiff is unable to
215 identify and provide a comprehensive list of all persons with such
216 knowledge at this time. Plaintiff further objects to the request to the
217 extent that it seeks to compel the identification of “all” persons with
218 knowledge, as this request is overly broad, unduly burdensome, and
219 seeks information that is irrelevant to the claims or defenses in this
220 case. Plaintiff will supplement this response as appropriate once
221 Rokoko complies with its discovery obligations and additional
222 information becomes available.

223 **INTEROGATORY 10.** Identify all Persons from whom you have obtained
224 statements Relating to Rokoko that you intend to rely on or otherwise use in
225 this Action, including current phone numbers and email addresses

226 1. Plaintiff objects to this interrogatory on the grounds that Rokoko has
227 failed to comply with its discovery obligations, including the
228 production of documents and information necessary to fully identify
229 and list all persons from whom Plaintiff has obtained statements
230 relating to Rokoko that may be relied upon in this action. Without the
231 requested documents, Plaintiff is unable to identify and provide a
232 comprehensive list of all such persons at this time. Plaintiff further
233 objects to the request to the extent that it seeks personal contact
234 information, including phone numbers and email addresses, as such
235 information is irrelevant, overly broad, and protected by privacy
236 concerns. Plaintiff will supplement this response as appropriate once
237 Rokoko complies with its discovery obligations, and additional
238 information becomes available.

239
240 Dated this March 8, 2026, in Santa Clarita, California.

241
242 

Matthew R. Walsh
Plaintiff In Pro Per

244

245 **PROOF OF SERVICE**

246 I, Matthew R. Walsh, declare:

247
248 I am a resident of the State of California, over the age of eighteen years, and a
249 party to this action. My business address is 19197 Golden Valley Rd #333, Santa
250 Clarita, CA 91387.

251
252 On March 8, 2026, I served the following document(s):

253
254 **PLAINTIFF'S SECOND SET OF INTEROGATORIES DEFENDANT**
255 **ROKOKO ELECTRONICS AND DOES 1-50**

256
257 by transmitting a true copy via electronic mail to the following email
258 address(es):

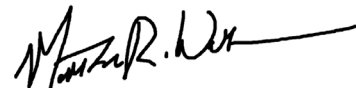
259 **Reed Smith LLP (Counsel for Defendant)**
260 Heather Valencia, Esq.
261 Hvalencia@reedsmith.com

262
263 By placing a true and correct copy in a sealed envelope, with first-class postage
264 fully prepaid, and depositing it in the United States Mail at Santa Clarita,
265 California, addressed as follows:

266 **Reed Smith LLP (Counsel for Defendant)**
267 Heather Valencia, Esq.
268 515 South Flower Street, Suite 4300
269 Los Angeles, CA 90071

270
271 I declare under penalty of perjury under the laws of the United States of America
272 that the foregoing is true and correct.

273
274 Executed on March 8, 2026
275 Santa Clarita, California



276
277
Matthew R. Walsh
Plaintiff In Pro Per

EXHIBIT E

1 Katherine J. Ellena (SBN 324160)
kellena@reedsmith.com
2 REED SMITH LLP
515 South Flower Street, Suite 4300
3 Los Angeles, CA 90071-1514
Telephone: +1 213 457 8000
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7 Reed Smith LLP
10 South Wacker Drive, 40th Floor
8 Chicago, IL 60606-7507
Telephone: +1 312.207 1000
9 Facsimile: +1 312.207 6400

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

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

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

Case No.: 2:25-cv-05340-ODW-RAO
[Assigned to Hon. Otis D. Wright, II,
Courtroom 5D; Hon. Rozella A. Oliver,
Courtroom 590]

19 **DEFENDANT ROKOKO**
20 **ELECTRONICS' FIRST SET OF**
21 **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.

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.

28

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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.

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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

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

EXHIBIT F

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

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

10 *Attorneys for Defendant,*
Rokoko Electronics

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

14 MATTHEW R. WALSH
15 Plaintiff,
16 vs.
17 ROKOKO ELECTRONICS, and
DOES 1 through 50, inclusive,
18 Defendant.

Case No.: 2:25-cv-05340-ODW-RAO
[Assigned to Hon. Otis D. Wright, II,
Courtroom 5D; Hon. Rozella A. Oliver,
Courtroom 590]

**DEFENDANT ROKOKO
ELECTRONICS' 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.

28

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

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

5 **INSTRUCTIONS**

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

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

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

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

24 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

25 **REQUEST FOR PRODUCTION NO. 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

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.

28

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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

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

EXHIBIT G

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

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

10 *Attorneys for Defendant,*
Rokoko Electronics

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

14 MATTHEW R. WALSH
15
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' THIRD 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: THREE (3)
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. “March 8, 2026 Report” shall refer to the report submitted in connection
16 with Plaintiff’s Motion for Partial Summary Judgment styled as “EXPERT REPORT
17 and Testimony of Matthew R. Walsh,” dated March 8, 2026 (ECF NO. 167-2).

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

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

25 6. “Communication” or “Communications” shall mean any transmission or
26 exchange of information, ideas, thought or sentiment between or among two or more
27 Persons, orally or in writing, and include any conversation or discussion, whether face-

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1 to-face or by means of a telephone, telegraph, telex, telecopier, facsimile transmission,
2 letter, e-mail, electronic or other medium.

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

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

16 9. Terms in the singular shall be deemed to include the plural and terms in
17 the plural shall be deemed to include the singular.

18 10. The Definitions contained herein shall apply without regard to
19 capitalization of defined words.

20 **INSTRUCTIONS**

21 1. If any Document called for by these Requests is withheld under a claim of
22 privilege, furnish a list at the time the Document is withheld setting forth the following
23 for each Document for which privilege is claimed: (a) the nature of the privilege
24 asserted; (b) the type of Document; (c) the general subject matter of the Document; (d)
25 the date of the Document; (e) the author of the Document; (f) all addressee(s) and
26 distributee(s); (g) all other Persons who have seen the Document or been informed of
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28

1 its contents; and (h) such other information as is sufficient to identify the Document for
2 a subpoena duces tecum.

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

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

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

13 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

14 **REQUEST FOR PRODUCTION NO. 93:**

15 All Documents submitted by You to the U.S. Copyright Office in connection with
16 Your application for copyright registration number Pau 4-279-489, including but not
17 limited to the deposit copy of Your work.

18 **REQUEST FOR PRODUCTION NO. 94:**

19 All Documents that you relied on in preparing Your March 8, 2026 Report.

20 **REQUEST FOR PRODUCTION NO. 95:**

21 All Communications with, or information received from, third parties that you
22 relied on in preparing and/or forming Your opinions in Your March 8, 2026 Report.

23 **REQUEST FOR PRODUCTION NO. 96:**

24 All Documents that You created in preparing Your March 8, 2026 Report,
25 including but not limited to work papers, scripts, workbooks, programming, etc.

26 **REQUEST FOR PRODUCTION NO. 97:**

27 All Documents that You relied on in support of Your Second Amended
28 Complaint (ECF No. 172).

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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 22, 2026, I served the following document(s) by the method indicated below:

DEFENDANT ROKOKO ELECTRONICS' THIRD 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 22, 2026 at Los Angeles, California.



Heather Valencia

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