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

MATTHEW R. WALSH

Plaintiff,

vs.

ROKOKO ELECTRONICS, and
DOES 1 through 50, inclusive,

Defendant.

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

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

**DECLARATION OF GERARDO
VALENTINO GOROSPE IV IN
SUPPORT OF ROKOKO'S MOTION
TO COMPEL DISCOVERY**

**DATE: July 8, 2026
TIME: 10:00 a.m.
Courtroom: 590**

*[Concurrently filed with Motion to
Compel Discovery]*

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

DECLARATION OF GERARDO VALENTINO GOROSPE IV

I, Gerardo Valentino Gorospe IV, declare:

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

2. I submit this declaration in support of Rokoko’s Motion to Compel Discovery Responses (“Motion”) from Plaintiff Matthew R. Walsh’s (“Plaintiff,” and together with Rokoko, “Parties”).

3. Pursuant to the Court’s May 12, 2026 Order, a true and correct copy of a jointly prepared table setting forth the discovery disputes related to Rokoko’s First Set of Requests for Production and First Set of Interrogatories is attached hereto as **Exhibit A**. Exhibit A was previously prepared and attached to the Parties’ form request for an IDC, submitted on May 8, 2026. (See ¶ 13 below).

4. Pursuant to the Court’s May 12, 2026 Order (ECF No. 183), a true and correct copy of a jointly-prepared table setting forth the discovery disputes related to Rokoko’s Second Set of Requests for Production and First Set of RFAs is attached hereto as **Exhibit B**.

5. Rokoko’s Motion moves to compel responses and/or production to the Requests for Production, Requests for Admission, and Interrogatories listed in Exhibits A & B.

6. Rokoko propounded its First Set of Requests for Production and First Set of Interrogatories to Plaintiff on November 3, 2025. Rokoko’s First Set of Requests for Production was re-served on February 4, 2026 following a discovery dispute regarding a clerical error in the numbering of the Requests for Production. A true and correct copy of Rokoko’s First Set of Requests for Production is attached hereto as **Exhibit C**. A true and correct copy of Rokoko’s First Set of Interrogatories is attached hereto as **Exhibit D**.

1 7. Plaintiff served his responses and objections to Rokoko's First Set of
2 Requests for Production and First Set of Interrogatories on March 6, 2026. A true and
3 correct copy of Plaintiff's responses and objections to Rokoko's First Set of Requests
4 for Production is attached hereto as **Exhibit E**.

5 8. On March 10, 2026, Rokoko served Plaintiff with a Rule 37 letter setting
6 forth the deficiencies in Plaintiff's responses and objections to Rokoko's. A true and
7 correct copy of Rokoko's March 10, 2026 letter is attached hereto as **Exhibit F**.

8 9. On the same day, Plaintiff replied by stating that he had sent Rokoko "a
9 draft from an old file," attached a Word document of the purportedly correct version of
10 his responses and objections. A true and correct copy of the Parties' March 10, 2026
11 email correspondence is attached hereto as **Exhibit G**. A true and correct copy of
12 Plaintiff's operative responses and objections to Rokoko's First Set of Interrogatories
13 is attached hereto as **Exhibit H**.

14 10. The parties met and conferred regarding Plaintiff's responses to Rokoko's
15 First Set of Discovery on March 4, 2026, March 5, 2026, March 18, 2026 and April 1,
16 2026, but reached an impasse and agreed to request an informal discovery conference
17 ("IDC").

18 11. During the April 1, 2026 meet and confer, Plaintiff informed Rokoko that
19 he would be moving for summary judgment on his claims.

20 12. On April 7, 2026, Rokoko propounded its First Set of Requests for
21 Admission and its Second Set of Requests for Production on Plaintiff. A true and correct
22 copy of Rokoko's First Set of Requests for Admission is attached hereto as **Exhibit I**.
23 A true and correct copy of Rokoko's Second Set of Requests for Production is attached
24 hereto as **Exhibit J**.

25 13. On May 8, 2026, the Parties submitted a for request for an informal
26 discovery conference ("IDC") on several of Rokoko's outstanding disputes regarding
27 Plaintiff's responses and objections to Rokoko's discovery requests. Pursuant to the
28 Court's guidance, the May 8, 2026 IDC Request attached a table, jointly prepared by

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1 the parties, setting forth the specific requests from Rokoko's First Set of Requests for
2 Production and First Set of Interrogatories where the Parties have reached an impasse.

3 14. Plaintiff served his responses and objections to Rokoko's Second Set of
4 RFPs and First Set of RFAs on May 11, 2026. A true and correct copy of Plaintiff's
5 responses and objections to Rokoko's First Set of Requests for Admission is attached
6 hereto as **Exhibit K**. A true and correct copy of Plaintiff's responses and objections to
7 Rokoko's Second Set of Requests for Production is attached hereto as **Exhibit L**.

8 15. On May 12, 2026, Rokoko served Plaintiff with a Rule 37 letter setting
9 forth the deficiencies in Plaintiff's responses and objections to Rokoko's Second Set of
10 Requests for Production and First Set of Requests for Admission. A true and correct
11 copy of Rokoko's May 12, 2026 letter is attached hereto as **Exhibit M**.

12 16. On May 19, 2026, the Parties met and conferred regarding Plaintiff's
13 responses and objections to Rokoko's Second Set of Requests for Production and First
14 Set of Requests for Admission. The Parties, during their meet and confer discussions,
15 stipulated to the inclusion of disputes regarding the Rokoko's Second Set of Requests
16 for Production and First Set of Requests for Admission in the instant Motion.

17
18 I declare under penalty of perjury under the laws of the United States of America
19 that the foregoing is true and correct. Executed this 29th day of May 2026, in Los
20 Angeles, California

21
22 
23 _____
24 Gerardo Valentino Gorospe IV

EXHIBIT A

Discovery Request No.	Text of Request	Responding Party's Written Response	Requesting Party's Moving Argument	Responding Party's Opposition
Rokoko's RFP No. 8	Social media content, posts, messages, or direct messages maintained by You Relating to Rokoko from January 1, 2019 to the present.	Overbroad in time "since 2019" as Plaintiff was not a customer in 2019. Secondly, The breadth and scope requires massive effort to enact manual searches for any reference Plaintiff has ever made 'relating to' Rokoko. Search and production of any such documents 'relating to' the Defendant's name wholly make the request unduly burdensome and harassing. The request does not define documents sought with specificity. The request is a fishing expedition for impeachment material which not only attempts to pry into the personal communications of Plaintiff; but to uncover any potential anonymous aliases (if any) used by Plaintiff (Dkt #117-1). This is overbreadth and overreaching (In Krinsky v. Doe 6 (2008) 159	Rokoko believes the social media content is directly relevant to Plaintiff's tortious interference claim. Plaintiff placed the nature and extent of his interactions with Rokoko at issue by alleging a "sponsorship-adjacent discount agreement" conditioned on commercial reach and press/social media outreach. Any public or private statements Plaintiff made about Rokoko are directly relevant to the claims he has asserted and to Rokoko's defenses. The First Amendment does not shield discovery of statements a party has voluntarily placed at issue in litigation.	When asked what cause of action this request was applicable to, Counsel for Defendant Valentino Gorospe stated after a long pause " <i>we don't know yet.. that's what we're trying to find out</i> " When asked to be specific about which accounts they wished to seek content from, Katherine Ellena stated " <i>well, we don't know what accounts you even have, at a minimum we should get a list of your social media accounts so we can seek discovery on them and see.</i> " This is a fishing expedition, it has nothing to do with any cause of action. It is a violation of my first amendment rights, and the Stored Communications Act bars the

		Cal.App.4th 1154) (Krinsky) (“<i>an author’s decision to remain anonymous . . . is an aspect of the freedom of speech protected by the First Amendment.</i>” [Citation.]” (Id. at pp. 1164 – 1165). Further, It is wholly irrelevant to any and all causes of action for “Tortious Interference”, “Intellectual Property Misappropriation”, “Intellectual Property Infringement”, “DMCA/CMII Stripping” and “RICO” and is not proportional to the needs of the case nor relevant per Rule 26(b)(1). As the Defense has made no counter-claim, this request is facially improper. Discovery must follow the pleadings. Plaintiff’s private communications are protected by state and Federal law and Courts only allow social media content to become discoverable if it contains evidence material to litigation (<i>Tapp v. New York State Urban Dev.</i>	Defendants from receiving any of those communications. I have a First Amendment right to anonymity on the internet and a right to privacy and so the Defendant’s cannot simply say “<i>unmask yourself everywhere, we don’t know where, or why, and it has nothing to do with this lawsuit; but – we want to see what you say privately.</i>” The claim for tortious interference is this: - Firmware is purposely issued that destroyed my equipment. - Equipment destroyed - Contracts disrupted Period. No social media involved. The Defendants are fishing for impeachment or counter-suit material not relevant to this
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		<i>Corp.</i>, 102 A.D.3d 620 (1st Dep't 2013)) which the Defendant has shown no need for. Responsive documents, if any, are being withheld pursuant to the foregoing objections.		matter whatsoever. Further, the Defendant's stated they have never known about my contracts... therefore could not have disrupted them... Now they are claiming there was a sponsorship-adjacent agreement? If that's their position, I may move for summary judgment on that cause of action immediately. As the Defense was told, no posts were deleted, everything said is in their custody or control. To that Katherine Ellena stated "<i>it is unduly burdensome and... and... we're not going to... spend our time... rummaging through years of social media posts you've made when you can just provide what we need</i>". That's not how Rule 26 works. This is a fishing expedition and is a
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				violation of FRCP 26(b)(1). The Defendants could not name a single cause of action which this requirement is applicable to. This is unconstitutional, oppressive, harassing and overall -- disappointing.
Rokoko's RFP No 45	"Communications from January 1, 2020 to the present between You and any private investigator Relating to Rokoko."	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" is overbroad and encompasses virtually any exchange of information, including oral discussions and investigative exchanges. <u>Plaintiff further objects to the extent this Request seeks materials protected by the work product doctrine, including</u>	Rokoko believes that communications with private investigators will reveal information about Plaintiff's claim RICO claims. Plaintiff put these matters at issue by bringing this litigation and hiring a private investigator. Further, Rokoko does not believe Plaintiff is entitled to work product protection. The work product doctrine under Rule 26(b)(3) protects only materials prepared "by or for another party or its representative." As a pro se litigant, Plaintiff is not represented by an attorney, and his own communications and investigative efforts are not protected	The Defendant, despite multiple conversations fails to comprehend the wording in Rule 26(b)(3). It literally states, as they wrote themselves: "a party may not discover documents and tangible things that are prepared in anticipation of litigation or for trial <u>[by]</u> or for [another party] or its representative (including the other party's attorney, consultant, surety, indemnitor, insurer, or [agent]). I am the Plaintiff, I am the other party. It says "by... the other

		<u>investigative materials prepared in anticipation of litigation.</u> To the extent any responsive non-privileged documents exist, they will be identified on an appropriate privilege log or produced subject to and without waiving these objections.	work product. The doctrine exists to protect the mental impressions, conclusions, opinions, and legal theories of an attorney—it does not shield a party's own factual investigation from discovery.	party” or “by it’s agent”. Of which I am both. I already provided the Defendant’s with information from the pro se handbook, as well as law journals from Georgetown and others, they were disinterested. I am here, appearing pro se because it is my constitutional right as an American to do so. A law license does not give one litigant free reign to peer into the litigation strategy and work product of another who is lacking such a license. If that were the case, no pro se party would ever have a chance to seek justice. Granting this request would set one of the most dangerous, anti-Constitutional precedent for all pro se’s moving forward. Further, this is a fishing expedition and is a violation of FRCP 26(b)(1).
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				Lastly, The Defendants could not name a single cause of action which this requirement is applicable to. There is no relevance here. This has nothing to do with RICO and the Defendant's explanation of how was "you said their offices were fake"... to which I listed the addresses to the other "offices" and showed Counsel, they're PO boxes, hot desks, resident agents... I even explained, I visited some of them myself; and called the others... No one is there. Devoid of Rokoko Electronics. As I explained, simply googling the addresses definitively shows what I am saying is true and has been in evidence since the first Complaint.
Rokoko's RFP No 46	Documents exchanged between You and any private investigator,	Subject to and without waiving any further objections. Plaintiff responds as:	Documents are insufficient. See RFP No. 45.	Same answer as RFP #45.

	from January 1, 2020 to the present, Relating to Rokoko.	Herein provided as WALSH001739 - WALSH001753		Again, the Defendants cannot name a single cause of action this is applicable to.
Rokoko's RFP No. 48	Communications from May 1, 2025 to the present between You and DocuSign, Inc.; c/o United Agent Group, Inc.	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	These communications are relevant on their face because they relate directly to discovery in this litigation. Rokoko is entitled to see Plaintiff's communications with third parties from whom he is seeking discovery. These communications may reveal what information Plaintiff sought, what he learned, and how that information shaped his claims. Again, no work product protection exists here for the same reasons stated above— Plaintiff is a pro se litigant and cannot claim attorney work product protection for his own investigative communications.	Same answer as RFP #45. Again, the Defendants cannot name a single cause of action this is applicable to. When asked if I could receive the same information from the Defense, they replied "Absolutely not, because we are attorneys, we have work product and attorney-client privilege and we ... we disagree with your contentions... that pro se's have a right to that privilege." In laymans terms, I feel like she's saying a student loan, a test, and a piece of paper gives the Defendant's some sort of omnipresent, omnipotent power over my litigation strategy and

		investigation. Responsive documents are being withheld based on these objections and will be identified in a privilege/work-product log.		communications and overrides my legal rights. When asked to provide a statute to reinforce this position, they could not produce one. They said they would “look into it and get back to you” But since they wish to push this issue, I’d like to let the Court know, that while I did not argue this point during our February hearing... The Defense made a very specific statement in which they said: “MR. WALSH FIRST BEGAN ATTEMPTING TO SERVE SUBPOENAS ON THIRD PARTIES IN EARLY AUGUST OF LAST YEAR. AND THAT WAS BEFORE OUR -- OUR DISTRICT COURT HAD AUTHORIZED THE PARTIES TO ENGAGE IN DISCOVERY BECAUSE WE HADN’T HAD A RULE 26 CONFERENCE
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AT THAT
POINT.”

The truth of the matter is, the subpoenas were refused to due no Court stamp, I made a mistake, as even Counsel for the Defense has in this matter. I went to the Court house, I received the stamp on September 26th, curing the issue and reserved the subpoenas to the third parties.

Those subpoenas, valid, during discovery, with a court stamp, were the ones the Defendant contacted third parties about and told them not to produce; and all six recipients refused absent Court approval which never came. They were stamped, timely, valid and legally issued and served **after discovery opened.** No motion to quash filed, none ever granted; yet those parties openly indicated the Defendant’s ex-parte

				communications with them. As the Defendant stood in the way of discovery, they can't now seek my work product communications for subpoenas that were never even acted upon by the third-parties. It's unconscionable.
Rokoko's RFP No. 49	Communications from May 1, 2025 to the present between You and Trifork US Inc.	See RFP No. 48	See RFP No. 48	See RFP No. 48
Rokoko's RFP No. 50	Communications from May 1, 2025 to the present between You and Naver Z USA, Inc.	See RFP No. 48	See RFP No. 48	See RFP No. 48
Rokoko's RFP No. 51	Communications from May 1, 2025 to the present between You and Internet Archive.	See RFP No. 48	See RFP No. 48	See RFP No. 48
Rokoko's RFP No. 52	Communications from May 1, 2025 to the present between You and Wikimedia Foundation.	See RFP No. 48	See RFP No. 48	See RFP No. 48
Rokoko's RFP No. 53	Communications from May 1, 2025 to the present between You and	See RFP No. 48	See RFP No. 48	See RFP No. 48

	Corridor Digital, LLC.			
Rokoko's RFP No. 54	Communications between You and any third-parties Related to any subpoenas served by You in this Action from May 1, 2025 to the present.	See RFP No. 48	See RFP No. 48	See RFP No. 48
Rokoko's Interrogatory No. 2	"State all facts that support Your calculations as to the amounts of each type of damage identified in response to Interrogatory No.1"	"Subject to and without waiving any further objection, Plaintiff responds as: Already detailed in No. 1 <i>ROG No. 1 Answer:</i> Tortious Interference: \$55,000,000.00 - \$75,000,000.00 market value based on detailed market comp studies. Misappropriation (853 animations × 5 segments minimum (per Rokoko admissions)) = (4,265 individually valuable works) × [min stat. \$750 max stat. \$150,000] = [min total \$3,198,750 max total \$639,750,000] Infringement (853 animations × 5 segments minimum (per Rokoko	Rokoko simply seeks facts in support of Plaintiff's claimed damages. Plaintiff has the burden of proving damages and must identify those damages with particularity in discovery. Rokoko cannot adequately prepare its defense without knowing what damages Plaintiff claims and the factual basis for those claims. Interrogatories seek facts within Plaintiff's knowledge, which are independent of expert opinions. Plaintiff must supplement his response with specific identification of all facts underlying the damages claimed, the amount of each, and the facts supporting each category.	Rokoko wants me to rush my expert and create an expert report for them – right now. In fact, they said precisely that in our last meet and confer. They claimed even my in process drafts are discoverable. I told them expert reports are not due. They argued persistently that they are entitled now anyways, and if I don't provide them, they will immediately move for summary judgment. I told them to please do so. I said: "clearly, I want that to happen as I have invoked Rule 12(d) on your pending MTD".

		admissions)) = (4,265 individually valuable works)× [min stat. \$750 max stat. \$150,000]) = [min total \$3,198,750 max total \$639,750,000] DMCA 1202 / CMI stripping (853 animations × 5 segments minimum (per Rokoko admissions)) = (4,265 individually valuable works)× [min stat. \$2,500 max stat. \$25,000]) = [min total \$10,662,500 max total \$106,625,000] RICO Treble damages on <u>recoverable</u> racketeering injury pursuant to 18 U.S.C. §1964(c).”		Not only am I only not moving myself for summary judgment because it is premature as to discovery, but Rule 56(d) would prevent them from doing so as they have refused to provide anything whatsoever of substance in 6 months of discovery. I told them they will get expert reports when they are ready, Katherine Ellena exclaimed “We are not waiting until they are due in August!” I disagree. The amounts in question are almost entirely statutory in nature, and further, have nothing to do with Rokoko’s defense. The dollar amount should not impart their ability to form a defense on whether or not they interfered with my contracts by destroying my equipment, whether they misappropriated my intellectual
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				property, whether they infringed upon it, whether they stripped my CMI from my work or whether they operate a RICO organization while doing it. Nothing about the defense of any of those claims relies on the dollar amount of damages. Expert reports are not due for months. I have a legal right to prepare for litigation pursuant to the FRCP.
Rokoko's Interrogatory No. 8	"Identify all private investigators that You have retained or hired from January 1, 2019 to the present, including current phone numbers and email addresses, Relating to Rokoko."	"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 to the extent this Request seeks materials	Rokoko seeks the identities of private investigators hired by Plaintiff. This information is directly relevant to Plaintiff's RICO claims, as Plaintiff's investigative activities bear on the factual basis for his allegations of a pattern of racketeering activity. The identities of investigators are not protected by work product—only attorney mental	See RFP #48

		protected by the work product doctrine, including investigative materials prepared in anticipation of litigation.”	impressions and legal theories are protected, not the identity of fact witnesses or investigators. Plaintiff must identify all private investigators retained.	
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EXHIBIT B

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
Rokoko's Requests for Admission Set One				
RFA NO. 1	Admit that You purchased a Smartsuit 1 from Rokoko in or about September 2020.	[NO RESPONSE PROVIDED]	Plaintiff failed to respond to this RFA entirely. Under Rule 36(a)(3), a matter is deemed admitted if the party to whom the request is directed fails to respond within 30 days. See <i>Burnett v. Faecher</i> , No. CV 08-2745-PSG (MLG), 2011 U.S. Dist. LEXIS 161363, at *12-13 (C.D. Cal. Jan. 27, 2011) (citing <i>Hadley v. United States</i> , 45 F.3d 1345, 1348 (9th Cir. 1995)). Absent relief under Rule 36(b), this admission is conclusively established.	Rokoko was sent the wrong file originally, they raised the issue and I believe in less than 15 minutes they were sent the correct file which had this answer. The answer was and is "Admitted"
RFA NO. 2	Admit that You purchased Smartglove s from Rokoko in or about September 2020.	[NO RESPONSE PROVIDED]	See RFA No. 1.	Rokoko was sent the wrong file originally, they raised the issue and I believe in less than 15 minutes they were sent the correct file which had this answer. The answer was and is "Admitted"
RFA NO. 9	Admit that You stated	Objection. The phrase "stated to	Rule 36(a)(4) requires that if a party	I legitimately could not answer this.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
	to Rokoko for the first time on or about April 16, 2025 that Your Smartsuit 1 had not been operational since March 2023.	Rokoko" is vague and ambiguous as to the method, date, and recipient of the alleged communication, including whether it refers to any specific email, support ticket, or other correspondence. After a reasonable inquiry, Plaintiff cannot find any record to admit or deny good faith. The request is further vague as to "for the first time."	cannot admit or deny a matter after reasonable inquiry, it must state in detail the reasons why the answering party cannot truthfully admit or deny the matter. An evasive response is insufficient. See <i>Asea, Inc. v. S. Pac. Transp. Co.</i> , 669 F.2d 1242, 1245 (9th Cir. 1981). Plaintiff's vague reference to being unable to "find any record" is insufficient—Plaintiff must explain what inquiry was undertaken. Moreover, the phrase "stated to Rokoko" is plain English; Plaintiff either communicated this information or he did not.	They did nothing to specify where or when or how I allegedly stated this. Now I know where they got this information: Rokoko's unreliable user activity log files which they withheld from discovery and ambushed me with at summary judgment. At deposition, Rokoko's COO Mikkel Overby could not explain all the anomalies in this log file and admits the data could actually be comprised of three separate accounts they "think" "might" belong to me. With this newly available evidence... Plaintiff responds as: Denied. This RFA is no longer at issue.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
RFA NO. 11:	Admit that when You first installed Rokoko Studio software, the installer displayed the 2020 License and required You to click "I accept the agreement" before the installation could proceed.	Objection. The request is vague and ambiguous as to the specific installer, version, and time period at issue, and as to the manner in which the 2020 License was allegedly presented and accepted. Plaintiff lacks knowledge or information sufficient to admit the request as stated. Plaintiff further objects as the definition of "Rokoko Studio" improperly conflates multiple distinct products and services, including Legacy software, cloud services, and platform components, each governed by different functionality and terms. As framed, the request is vague, ambiguous, and overbroad. Plaintiff cannot	The defined term "Rokoko Studio" is set forth in the Definitions section of the RFAs and encompasses the software Plaintiff indisputably installed and used for years. The phrase "when You first installed" is unambiguous—it asks about the first time Plaintiff installed the software. Plaintiff's claim that he "lacks knowledge" is implausible given that he installed and used the software from 2020 through 2024 (as admitted in RFAs 3-8). A party cannot feign ignorance about whether a software installer displayed a license agreement he accepted thousands of times over four years. See <i>Asea</i>, 669 F.2d at 1245 (evasive denial may be deemed an admission).	Objections upheld. In deposition Rokoko claims it is "impossible" to install Rokoko without seeing the terms or clicking I accept: "But obviously I think this is evidence that you clicked agree no user we have has access to the software or installed the software without clicking Agreed, it's simply not possible. All our engineers has confirmed that multiple times." In less than 1 minute, Plaintiff demonstrated that it is... in fact... possible to install Rokoko Studio and use it without ever (1) even seeing the agreement and; (2) without ever clicking I agree. Rokoko stated: "What I would say is that it should not be possible. I don't know what program you're using, or whether it's as I said, I'm not an engineer, so this is my, but if

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		admit or deny without clarification as to which specific system is at issue. Subject to and without waiving these objections, Plaintiff responds: Denied.		you go through the regular process of installing then you would not be able to it to do it” I maintain my inability to admit or deny, because the basis of the entire question was proven false. Further, Rokoko Studio and Rokoko Studio Legacy are two different products with VERY different agreements. Rokoko wants me to admit to a trick question so they can claim later terms apply to me (a position they completely adopted at SJ after stating “accordingly the 2025 terms never applied to Plaintiff”
RFA NO. 13:	Admit that You reviewed the 2020 License before You clicked “I accept the agreement”.	Objection. The request is vague and ambiguous as to the specific installer, version, time period, and which “2020 License” is being referenced, including any variations thereof, as well	See RFA No. 11. “2020 License” is a defined term in these RFAs. To the extent the denial is that Plaintiff did NOT review the license before accepting, that actually supports Rokoko's position (acceptance without	See RFA 11

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		as the manner in which the license was allegedly presented and reviewed. Subject to and without waiving these objections, Plaintiff states that he lacks knowledge or information sufficient to admit the request as stated and, on that basis, denies the request.	review is still acceptance).	
RFA NO. 14:	Admit that the 2022 Terms were displayed in the Rokoko Studio installer each time You installed or updated the software between November 1, 2022 and on or about March 29, 2025.	Objection. The request is vague and ambiguous as to the specific installer, version, and time period at issue, and improperly assumes facts not established, including that Plaintiff installed or updated Rokoko Studio software during the time period referenced. The request is further ambiguous as to which "2022 Terms" are being referenced and the manner in which they were allegedly	Plaintiff's objection that the request "assumes facts not established, including that Plaintiff installed or updated Rokoko Studio software during the time period" is directly contradicted by his admissions in RFAs 3–8 (admitting use of Rokoko Products in calendar years 2020–2024). Having admitted continuous use through 2024, Plaintiff cannot now deny that he ever installed or updated the software during that period. This denial is evasive and in bad faith. See	See RFA 11

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		displayed. Plaintiff further objects as the definition of "Rokoko Studio" improperly conflates multiple distinct products and services, including Legacy software, cloud services, and platform components, each governed by different functionality and terms. As framed, the request is vague, ambiguous, and overbroad. Plaintiff further objects as the Defendant mischaracterizes the events and assumes that Plaintiff updated the software at any point. Subject to and without waiving objections, Plaintiff responds as Denied.	<i>Asea</i> , 669 F.2d at 1245.	
RFA NO. 16:	Admit that as of May 12, 2025, You had no executed	Objection. The request is vague and ambiguous as to the meaning of "platform-	Plaintiff's objection references "platform-distribution agreement" and "platform	Plaintiff already responded as Denied.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
	publishing agreement for Next World with any publisher.	distribution agreement” and “platform distributor,” which are undefined and may encompass multiple types of agreements or relationships. Subject to and without waiving these objections, Plaintiff states that he lacks knowledge or information sufficient to admit the request as stated and, on that basis, Plaintiff responds as: Denied.	distributor”—terms that do not appear in this RFA. This RFA asks about “executed publishing agreement” with “any publisher”—plain English terms. Plaintiff appears to have copied an objection from a different RFA. This response is non-responsive and evasive. Furthermore, Plaintiff’s claim that he “lacks knowledge” about whether he has an executed agreement is implausible on its face—a party knows whether it signed a contract.	Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.
RFA NO. 17:	Admit that as of May 12, 2025, You had no executed platform-distribution agreement for Next World with Nintendo.	Objection. The request is vague and ambiguous as to the meaning of “platform-distribution agreement” and “platform distributor,” which are undefined and may encompass multiple types of agreements or relationships.	The term “platform-distribution agreement” is clear in context—it means a contract to distribute Next World on a platform. Plaintiff knows whether he signed such an agreement with Nintendo or Sony. His vagueness objection is a transparent effort to	

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		Subject to and without waiving these objections, Plaintiff states that he lacks knowledge or information sufficient to admit the request as stated and, on that basis, Plaintiff responds as: Denied	avoid admitting he has no contract. Notably, Plaintiff admitted RFA No. 19 (no agreement with Microsoft) and RFA No. 21 (no agreement with Epic Games) using the same supposedly "vague" language, demonstrating he understands the term perfectly well. Selective denial of materially identical requests undermines the good faith of these responses.	
RFA NO. 18:	Admit that as of May 12, 2025, You had no executed platform-distribution agreement for Next World with Sony.	Objection. The request is vague and ambiguous as to the meaning of "platform-distribution agreement" and "platform distributor," which are undefined and may encompass multiple types of agreements or relationships. Subject to and without waiving these objections, Plaintiff states that he lacks knowledge or information	See RFA No. 17.	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		sufficient to admit the request as stated and, on that basis, Plaintiff responds as: Denied		
RFA NO. 20:	Admit that as of May 12, 2025, You had no executed platform-distribution agreement for Next World with Valve.	Objection. The request is vague and ambiguous as to the meaning of "platform-distribution agreement" and "platform distributor," which are undefined and may encompass multiple types of agreements or relationships. Subject to and without waiving these objections, Plaintiff states that he lacks knowledge or information sufficient to admit the request as stated and, on that basis, Plaintiff responds as: Denied.	See RFA No. 17.	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.
RFA NO. 22:	Admit that as of May 12, 2025, You had no executed platform-distribution	Objection: Admission 15 is not about platforms, it's about e-mails. Plaintiff cannot	While Plaintiff correctly notes that RFA 15 addresses a different subject, the cross-reference error does not render the substance of RFA 22	The question cannot be answered as phrased, it references the wrong RFA's.

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	agreement for Next World with any platform distributor not identified in Request for Admission Nos. 15-20.	truthfully admit or deny.	unanswerable—Plaintiff fails to address the applicability of RFA Nos. 16-20. The request asks whether Plaintiff had a platform-distribution agreement with any platform not already listed. Plaintiff must either admit, deny, or state in detail why he cannot truthfully do so. “Plaintiff cannot truthfully admit or deny” without any explanation is insufficient under Rule 36(a)(4).	Rokoko could have fixed this and then asked again.
RFA NO. 23:	Admit that registration on the Nintendo Developer Portal was free and open to any member of the public.	Objection. This request is vague and ambiguous and assumes facts not established, including that Plaintiff “registered” for the Nintendo Developer Portal through a general public process referenced in the request. Further, the Defendant took a similar position in their Motion to Dismiss and	Plaintiff’s objection mischaracterizes the RFA. This RFA does not ask about how Plaintiff obtained access; it asks a simple factual question: is registration on the Nintendo Developer Portal free and open to the public? This is an objectively verifiable fact. Plaintiff’s lengthy objection about the “factual basis” of his relationship does not address the substance	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.

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		when evidence was presented that demonstrated that Nintendo does not engage in commercial relationships with (a) non-companies (individuals) (b) unvetted and unapproved companies; they abandoned this very mischaracterization upon refileing their MTD. The request further mischaracterizes the factual basis of Plaintiff's relationship with Nintendo by reducing it to ordinary public registration, when that is not how Plaintiff obtained access. Subject to and without waiving these objections, Plaintiff states that he cannot admit the request as phrased and, on that basis, along with the evidence presented	of the request. If the Portal is free and open, Plaintiff must admit it regardless of how he characterizes his own access. His denial is evasive.	

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		responds as: Denied.		
RFA NO. 24:	Admit that registering on the Nintendo Developer Portal did not obligate Nintendo to publish or distribute Next World.	Objection. The request mischaracterizes the factual basis of Plaintiff's relationship with Nintendo by reducing it to ordinary public registration, when that is not how Plaintiff obtained access. Further, the Defendant has been made aware repeatedly that the terms of Plaintiff's agreements with Nintendo are confidential, as identified in the privilege log. Subject to and without waiving these objections, Plaintiff states that he cannot admit the request as phrased and, on that basis, along with the evidence presented responds as: Denied.	This RFA asks a straightforward question: did registration on a developer portal obligate Nintendo to publish Plaintiff's game? The answer is almost certainly "no"—developer portal registration is not a publishing contract. Plaintiff's reference to confidential "agreements with Nintendo" implies he has a separate agreement beyond mere registration—but he denied having an "executed platform-distribution agreement" (RFA 17). These positions are inconsistent. If Plaintiff has such an agreement, he must produce it pursuant to Rokoko's Requests for Production above. If not, he must admit this RFA. His denial is evasive.	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
RFA NO. 25:	Admit that registration on Sony's developer platform was free and open to any member of the public.	Objection. This request is vague and ambiguous and assumes facts not established, including that Plaintiff "registered" for the Sony Developer Portal through a general public process referenced in the request. The request further mischaracterizes the factual basis of Plaintiff's relationship with Sony by reducing it to ordinary public registration, when that is not how Plaintiff obtained access. Subject to and without waiving these objections, Plaintiff states that he cannot admit the request as phrased and, on that basis, along with the evidence presented responds as: Denied.	See RFA No. 24.	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
RFA NO. 26:	Admit that registering on Sony's developer platform did not obligate Sony to publish or distribute Next World.	Objection. The request mischaracterizes the factual basis of Plaintiff's relationship with Sony by reducing it to ordinary public registration, when that is not how Plaintiff obtained access. Further, the Defendant has been made aware repeatedly that the terms of Plaintiff's agreements with Sony are confidential, as identified in the privilege log. Subject to and without waiving these objections, Plaintiff states that he cannot admit the request as phrased and, on that basis, along with the evidence presented responds as: Denied.	See RFA No. 24.	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.
RFA NO. 28:	Admit that as of May 12, 2025, You had not delivered a	Objection. The phrase "suitable for commercial sale" is vague and ambiguous,	Rokoko notes that Plaintiff's denial of this RFA means he contends he <i>did</i> deliver a commercial-	Plaintiff already responded as Denied.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
	build of Next World suitable for commercial sale to any publisher, distributor, or platform.	lacks objective criteria, and calls for a subjective evaluation. Subject to and without waiving these objections, Plaintiff responds: Denied.	ready build. This is inconsistent with his claims that Rokoko's conduct prevented the game's release. If the game was "suitable for commercial sale" and delivered to a distributor by May 2025, Plaintiff's tortious interference claim and damages theory is undermined.	Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.
RFA NO. 29	Admit that, as of May 12, 2025, Next World had not been listed for sale on any digital storefront or retail outlet.	Denied.	See RFA No. 28	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.
RFA NO. 35:	Admit that, prior to filing the Complaint on May 12, 2025, You did not provide Rokoko with copies	Admitted in part and denied in part. Plaintiff admits that, prior to filing the Complaint, he did not provide Defendants with copies of confidential,	The RFA asks whether Plaintiff <i>provided copies</i> of third-party agreements. Plaintiff's additional commentary that "Defendants were aware" of such agreements is non-	Plaintiff already responded as Admitted in part and Denied in part. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time

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	of any third-party agreements related to Next World.	NDA-protected third-party agreements related to The Next World. Plaintiff denies that Defendants were not made aware of such agreements prior to the filing of the Complaint as the Defendants were aware even prior to Plaintiff becoming a customer.	responsive to the question asked and injects an improper qualifier. Rule 36(a)(4) requires that a denial "fairly respond to the substance of the matter." Plaintiff's admission that he did not provide copies is the substantive answer; the remainder is argumentative commentary.	and resources is harassing and highly improper. The RFA is not at issue.
RFA NO. 36	Admit that, prior to filing the Complaint on May 12, 2025, You did not inform Rokoko of any specific economic relationship between You and any identified third-party distributor.	Denied.	This bare denial is inconsistent with Plaintiff's partial admission in RFA No. 35 (admitting he did not provide copies of agreements) and his response to RFA No. 42 (admitting he did not inform Rokoko of TV series discussions prior to March 2023). If Plaintiff contends he provided documentary evidence of third-party commitments to Rokoko prior to filing suit, he must be able to identify that evidence. To date, no such evidence has been produced. A	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.

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			party whose denial is contradicted by the record—and by his own admissions in related RFAs—may be subject to sanction.	
RFA NO. 37	Admit that You have never provided Rokoko with a copy of any contract, agreement, term sheet, or letter of intent between You and any third party related to Next World.	Denied.	See RFA No. 36.	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.
RFA NO. 38	Admit that You have never provided Rokoko with a copy of any purchase order from any third party for Next World.	Denied.	See RFA No. 36.	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper.

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				The RFA is not at issue.
RFA NO. 39	Admit that You have never provided Rokoko with any documentary evidence of any third party's commitment to purchase, distribute, or publish Next World.	Denied.	See RFA No. 36.	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.
RFA NO. 52:	Admit that You have not earned any revenue from consumer sales of Next World.	Objection, vague and ambiguous as to the term "earned" and "consumer sales" and revenue. Plaintiff had provided as Bates No. WALSH002863 evidence of about 1,783 records showing preorders for The Next World to consumers. Subject to and without waiving objections, Plaintiff responds as: Denied.	Plaintiff's response is evasive as written. Plaintiff's reference to WALSH002863 (preorder records) is noted but does not answer the question asked. Preorder records may show <i>orders placed</i> but not <i>revenue earned</i> . If Plaintiff received payment from those preorders, he should respond with an admission. If the preorders did not result in actual payment (because the game was never	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.

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			delivered), he should admit he has not earned revenue.	
RFA NO. 57:	Admit that You displayed animations from Next World to the public at a Hollywood release event in or about August 2025.	Objection. This Request is vague and ambiguous as to “displayed animations” and “from Next World”. The terms are vague and ambiguous because Plaintiff did not “display animations”, that’s not the purpose of the event. Further, the animations are not “from Next World”; if anything they are “from Rokoko’s systems” and integrated “into The Next World”. The request is harassing insofar that it entirely mischaracterizes Plaintiff’s activities to gain a false admission. It further mischaracterizes animations, games, gameplay and how those separate contexts work together.	Plaintiff’s objection that the request “mischaracterizes Plaintiff’s activities” reveals that Plaintiff <i>did</i> have a Hollywood event but objects to how it is characterized. This is an improper basis for denial. If Plaintiff showed animations at a public event, he should admit that fact and may qualify only if necessary to avoid a misleading admission. Plaintiff’s complaint relies on this event (Ex. 15) to support his damages claim; a categorical denial is evasive and contradictory.	

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		Subject to and without waiving objections, Plaintiff responds as: Denied.		
RFA NO. 59:	Admit that You publicly posted behind-the-scenes filming, editing, book storyboards, and scripts related to Next World on social media.	Objection. The request is vague and ambiguous as to "editing" – editing what? Plaintiff further objects as "book storyboards" is vague and ambiguous and does not appear to have any sensible definition, creating a book doesn't require storyboards, that's a function of film and cinema. Plaintiff further objects as the scope of materials identified, and is overbroad. Subject to and without waiving these objections, Plaintiff responds: Denied.	Plaintiff's categorical denial of all public posting of behind-the-scenes materials is contradicted by his admission in RFA No. 60 (admitting he "publicly disclosed limited screenshots and video from Next World on social media"). Plaintiff's denial is also contradicted by his Second Amended Complaint, in which multiple social media posts are featured as evidence of his claim. Plaintiff's response is therefore evasive and contradictory.	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.
RFA NO. 60	Admit that You publicly disclosed animations,	Admitted in part and denied in part. Plaintiff admits that he publicly	See RFA No. 59.	Plaintiff already responded as Admitted in part and Denied in part

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	screenshots, or video footage from Next World on one or more social media platforms.	disclosed limited screenshots and video from Next World on social media. Plaintiff denies the remaining allegations.		Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.
RFA NO. 61:	Admit that You did not require any viewer of Your publicly posted animations or trailer for Next World to sign a non-disclosure agreement.	Objection. The request is vague and ambiguous as to “publicly posted animations or trailer,” and assumes facts not established. Subject to and without waiving these objections, Plaintiff responds: Denied.	Plaintiff cannot admit that he publicly disclosed screenshots and video on social media (RFA No. 6) while denying that his publicly posted materials were not subject to NDAs. By definition, publicly posted content is not subject to confidentiality restrictions on viewers. This denial is evasive and contradictory of other admissions.	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.
RFA NO. 62:	Admit that the motion-capture animation data You allege Rokoko misappropriated was not subject to any	Objection. The request is vague and ambiguous and assumes facts not established, including that confidentiality of Plaintiff's motion-capture data was	Plaintiff's denial implies such a written agreement exists. If so, he must produce it. If no written agreement exists, his denial is in bad faith. Plaintiff's objection that confidentiality might be governed by	Plaintiff already responded as Denied. Forcing a substantively answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is

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	written confidentiality agreement between You and Rokoko.	governed solely by a written agreement "between Plaintiff and Rokoko." Subject to and without waiving these objections, Plaintiff responds: Denied.	something other than a written agreement is non-responsive to what was asked.	harassing and highly improper. The RFA is not at issue.
RFA NO. 66:	Admit that You cannot identify any specific instance in which Rokoko distributed Your motion-capture data in its original, non-anonymized form to any third party.	Objection. The request is vague and ambiguous as to the phrases "original," "non-anonymized form," and "distributed." The request fails to define whether "distributed" includes synchronization, cloud replication, third-party access, internal platform availability, machine-learning ingestion, derivative processing, telemetry-based transfer, or other forms of dissemination or exposure. The request further fails to define what constitutes	Plaintiff's lengthy objection essentially claims that he lacks visibility into Rokoko's systems. But this objection ignores the substance of the request: <i>can he</i> identify an instance or not? If he cannot, the answer is admit. If his position is that he may be able to do so after additional discovery, he must say so specifically.	Rokoko's candid argument and increased pressure to respond is actually humorous, because just yesterday on May 28, 2026 their Chief Operating Officer was deposed and admitted to sublicensing his intellectual property! Defendant: <i>"OK that that data set is or that's the total volume of assets stored... We have rights to sub-license all that are not on the enterprise plan."</i> Plaintiff: <i>"have you sublicensed any of the data in your motion data set to a third party?"</i>

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		“original” or “non-anonymized” motion-capture data in the context of transformed, processed, compressed, metadata-altered, or derivative animation data. Plaintiff further objects that the request assumes Plaintiff possesses complete visibility into Defendant’s internal systems, downstream transfers, third-party integrations, repositories, and methods of handling data, despite Defendant’s failure to comply with Requests for Production seeking the very materials necessary to evaluate and determine such facts. Subject to and without waiving these objections,		Rokoko: <i>“I think I can say that we have... Made one single motion licensing deal and I... Cannot say much more about that.”</i> Plaintiff: <i>“Who is that deal with?”</i> Counsel: <i>“Confidential, privileged. All of my same objections. And I’m instructing the witness not to answer”</i> Plaintiff now can respond with certainty and responds as: Denied

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		Plaintiff cannot truthfully admit or deny the request based on the information presently available to him.		
RFA NO. 67:	Admit that You cannot identify any specific third party that received Your motion-capture data in its original form from Rokoko.	Objection. The request is vague and ambiguous as to the phrase "original form," including whether that phrase refers to raw motion-capture data, processed animation data, derivative datasets, metadata-stripped files, transformed files, synchronized assets, or other technically altered forms of data. Plaintiff further objects that the request assumes Plaintiff possesses complete visibility into Defendant's internal systems, downstream transfers, third-party integrations, repositories,	See RFA No. 66.	See RFA No. 66

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		sublicensing arrangements, or methods of dissemination, despite Defendant's failure to comply with Requests for Production directed to those exact subjects. Plaintiff further objects that the request is premature insofar that discovery regarding third-party recipients, transfers, integrations, and data handling remains incomplete due to Defendant's ongoing nonproduction. Subject to and without waiving these objections, Plaintiff cannot truthfully admit or deny the request based on the information presently available to him.		
RFA NO. 68:	Admit that You cannot identify any specific economic loss caused	Objection. The request calls for a legal conclusion regarding the nature and measure of	See RFA No. 66. Further, Plaintiff's assertion that the question "calls for a legal conclusion" is	Plaintiff already responded as Denied. Forcing a substantively

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	by Rokoko's alleged misappropriation of Your motion-capture data.	damages recoverable for alleged misappropriation and copyright-related claims, including whether economic loss is a required element of recovery. Plaintiff further objects that the phrase "specific economic loss" is vague and ambiguous, including whether the request refers to direct monetary loss, diminution in intellectual property value, loss of exclusivity, loss of licensing value, statutory damages, or other forms of legally cognizable harm. Plaintiff further objects that the request improperly assumes that recoverable harm is limited to identifiable economic loss,	meritless. Identifying economic losses or harms is a factual exercise.	answered RFA in a joint table and forcing the Plaintiff to expend his time and resources is harassing and highly improper. The RFA is not at issue.

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		when the unauthorized copying, retention, use, and deprivation of exclusive rights itself constitutes actionable harm. Plaintiff further objects that discovery directed to Defendant's internal use, handling, retention, transfer, integration, monetization, and dissemination of Plaintiff's motion-capture data remains incomplete due to Defendant's failure to comply with Requests for Production directed to those exact subjects. Subject to and without waiving these objections, Plaintiff responds: Denied.		
RFA NO. 69:	Admit that You cannot identify any competing	Objection. The request is vague and ambiguous as to the phrases	See RFA No. 66.	See RFA 66

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
	product or service that incorporate d Your motion-capture data in its original form.	“competing product or service” and “original form,” including whether “original form” refers to raw motion-capture data, processed animation data, transformed files, derivative datasets, metadata-stripped files, machine-learning datasets, or other technically altered forms of data. Plaintiff further objects that the request assumes Plaintiff possesses complete visibility into Defendant’s internal systems, downstream integrations, sublicensing arrangements, third-party transfers, training datasets, repositories, and commercial uses, despite Defendant’s failure to comply with Requests for		

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		Production directed to those exact subjects. Plaintiff further objects that the request calls for speculation regarding unidentified third-party products, services, datasets, or integrations potentially involving Plaintiff's data. Subject to and without waiving these objections, Plaintiff cannot truthfully admit or deny the request based on the information presently available to him.		
RFA NO. 82:	Admit that You made one or more public posts about Rokoko on Reddit.	Objection. The request is vague and ambiguous as to the phrase "about Rokoko," including whether the request refers to posts concerning Defendant itself, this Action, publicly filed court proceedings, products,	Plaintiff's response is a paradigmatic example of non-compliance. The request asks a simple, binary question: did Plaintiff make a post about Rokoko on this social media platform? The First Amendment does not shield a party from admitting that he made public	Objections stand. What is the Relevance? Rokoko cannot identify a single cause of action this applies to. The only live claim is intellectual property infringement.

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		customer experiences, commentary regarding litigation, or other tangential subjects. Plaintiff further objects that the request, as phrased, implicates First Amendment privacy, associational, and anonymous speech interests to the extent it seeks disclosure, attribution, or characterization of online speech or pseudonymous online activity without sufficient tailoring or demonstrated relevance. Plaintiff further objects that, to the extent the request concerns publicly available online posts, such materials are equally within the reach, custody, and control of Defendant. Subject to and without waiving	posts—by definition, public speech has no expectation of anonymity. The objection that posts are “equally within the reach” of Defendant is irrelevant to whether Plaintiff must admit or deny making them. Most critically, the qualifier “still within the reach of Defendant” is a non-responsive reservation that fails to fairly meet the substance of the admission. See <i>Asea</i>, 669 F.2d at 1245. A party who publicly posts on social media knows whether he did so. The assertion that Plaintiff “cannot admit or deny in good faith” is facially incredible for a question about one’s own conduct. Rule 36(a)(4) does not permit a party to refuse to admit or deny a matter he has personal knowledge of.	Plaintiff has re-plead tortious interference and RICO. Neither of those have anything to do with this. This is a fishing expedition as Rokoko has been served a settlement offer and now knows they are going to be sued for Defamation per se along with Corridor Digital for a youtube video and podcast in which they, together grossly defamed the Plaintiff including stating this “lawsuit was never accepted”. They want evidence to counter-sue and/or defend in that forthcoming case. <i>Plaintiff enjoys multiple protections...</i> <i>First, Plaintiff asserts his First Amendment Rights. See Krinsky v. Doe</i>

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		these objections, Plaintiff cannot admit or deny the request in good faith as phrased.		<i>6, 159 Cal. App. 4th 1154, 1164-64 (2008) (“[s]peech on the Internet is ... accorded First Amendment protection,” and that, “[o]nce notified of a lawsuit by the website host or ISP, a defendant may then assert his or her First Amendment right to speak anonymously through an application for a protective order or ... a motion to quash the subpoena.”);</i> <i>Second, The federal Stored Communications Act (“SCA”) generally prohibits from disclosing a user’s content to non-governmental third parties. 18 U.S.C. § 2702(a)(1), (2); see also Suzlon Energy Ltd. v. Microsoft Corp., 671 F.3d 726, 728 (9th Cir. 2011) (“ECPA . . . mak[es] it illegal for an entity that provides an electronic communication</i>

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				<i>service to the public to produce the contents of its stored communications.”); Facebook, Inc. v. Superior Court (Hunter), 4 Cal.5th 1245, 1250 (2018) (holding that subpoenas to Facebook, Instagram, and Twitter were “unenforceable” to the extent they sought private content). Yet, Rokoko wants the Plaintiff to admit to, or turn over content which they cannot lawfully subpoena and are barred under the First Amendment.</i> <i>Third, This is a fishing expedition and is impermissible as Rokoko is continually threatening Plaintiff with felony penal codes and separately even ReedSmith threatening to seek civil relief against him. It is obvious from Rokoko and ReedSmith's</i>

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				<i>animosity of the Plaintiff's prosecution of this case, and their seeking to dig in every aspect of his life from bank accounts, tax returns, financials, private communications, sealed/confidential/private documents in unrelated cases, etc. that they have malice towards him and must not be permitted to be granted this improper discovery request. Plaintiff would rather just invoke his Fifth Amendment right to remain silent against the threat of self incrimination.</i> <i>Fourth, Rokoko is barred by the doctrine of unclean hands. As demonstrated extensively in the Amended Complaint, Rokoko and Corridor digital defamed him on video (YouTube) and in Audio (Spotify, Apple Music, Tidal)</i>

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				<i>and on Reddit and others. Rokoko seeks retaliation for Plaintiff bringing this to the Courts attention, and also seeking a pre-litigation settlement.</i>
RFA NO. 83:	Admit that You made one or more public posts about Rokoko on Facebook.	Objection. The request is vague and ambiguous as to the phrase "about Rokoko," including whether the request refers to posts concerning Defendant itself, this Action, publicly filed court proceedings, products, customer experiences, commentary regarding litigation, or other tangential subjects. Plaintiff further objects that the request, as phrased, implicates First Amendment privacy, associational, and anonymous speech interests to the extent it seeks disclosure, attribution, or	See RFA No. 82.	See RFA 82

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		characterization of online speech or pseudonymous online activity without sufficient tailoring or demonstrated relevance. Plaintiff further objects that, to the extent the request concerns publicly available online posts, such materials are equally within the reach, custody, and control of Defendant. Subject to and without waiving these objections, Plaintiff cannot admit or deny the request in good faith as phrased.		
RFA NO. 84:	Admit that You made one or more public posts about Rokoko on Instagram.	Objection. The request is vague and ambiguous as to the phrase "about Rokoko," including whether the request refers to posts concerning Defendant itself, this Action, publicly filed court proceedings,	See RFA No. 82.	See RFA 82

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		products, customer experiences, commentary regarding litigation, or other tangential subjects. Plaintiff further objects that the request, as phrased, implicates First Amendment privacy, associational, and anonymous speech interests to the extent it seeks disclosure, attribution, or characterization of online speech or pseudonymous online activity without sufficient tailoring or demonstrated relevance. Plaintiff further objects that, to the extent the request concerns publicly available online posts, such materials are equally within the reach, custody, and control of Defendant. Subject to and		

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		without waiving these objections, Plaintiff cannot admit or deny the request in good faith as phrased.		
RFA NO. 85:	Admit that You made one or more public posts about Rokoko on social media platforms other than Reddit.	Objection. The request is vague and ambiguous as to the phrase "about Rokoko," including whether the request refers to posts concerning Defendant itself, this Action, publicly filed court proceedings, products, customer experiences, commentary regarding litigation, or other tangential subjects. Plaintiff further objects that the request, as phrased, implicates First Amendment privacy, associational, and anonymous speech interests to the extent it seeks disclosure, attribution, or characterization of online speech	See RFA No. 82.	See RFA 82

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		or pseudonymous online activity without sufficient tailoring or demonstrated relevance. Plaintiff further objects that, to the extent the request concerns publicly available online posts, such materials are equally within the reach, custody, and control of Defendant. Subject to and without waiving these objections, Plaintiff cannot admit or deny the request in good faith as phrased.		
RFA NO. 91.	Admit that motion-capture suits like the one You purchased from Rokoko are available for purchase from other vendors.	Objection. Vague and ambiguous as to the phrase "like the one". Plaintiff further objects as speculative as it requires Plaintiff to speculate as to the technical and practical similarities and differences of competing products. Plaintiff further	Plaintiff's response is evasive and non-compliant. The existence of competing motion-capture suits on the market is common knowledge. Plaintiff himself admitted using hardware from other providers (RFA No. 80). Plaintiff's objection that answering would require him to "buy,	Dropping decorum... This is a weird question. How am I supposed to answer this? Is Chevrolet like Puegot? Is Ford like Dodge? Is Opel like BMW? I've never driven a Dodge, I've never driven an Opel, I've

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		objects as this admission is unduly burdensome as it would require Plaintiff to buy, rent, lease or use and evaluate other vendors products in order to produce an accurate admission. Subject to and without waiving further objection, Plaintiff answers Denied.	rent, lease or use and evaluate other vendors products” is absurd—the RFA asks whether they are <i>available for purchase</i>, not whether they are technically identical. Having admitted he used other providers’ hardware, his denial that such hardware is “available” is contradictory and in bad faith.	never driven a Puegot. How am I supposed to know if they’re alike? First off, I answered Denied and gave an explanation that I really can’t answer the question without speculation. Rokoko continues to harass me with obtuse questioning they themselves haven’t bothered to evaluate intellectually... I apologize for the lack of decorum but... What is this question even? How am I supposed to admit or deny that? There is so much to unpack here: • Are they inertial? • Optical? • Markerless? • Full body? • Glove support? • Face capture? • Live streaming?

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
				• Real-time retargeting? • Same price? • Same workflow? • Same fidelity? • Same FPS? • One piece suit or multi-piece straps? • Is output in Raw data or integrated vectoral Interpolation ? • Does it have in-software cleanup features? • Do they use EMF for near-field stabilization? • Same export functions? • Does the facial tracking use BlendShapes or rigged geometry? • Do they offer the same retargeting options? • Am I stuck retargeting from a proprietary skeleton?

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
				• Do they support audio sync? • Are facial animations exported as curves or as in a separate animation and are they timecode synched? • Can I import and live view my own skeletal mesh? • Are there hand-editing animation tools implemented ? • Is the software capable or am I relying on Maya and Blender for everything? • How much sensor noise will I have to deal with? • How much cleanup will be required? • Is the WiFi 2.5g or 5g? • What is the compatible

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
				802.11x stack ? • If I get on set with an -ac router versus an -n will it even work? • Is the WiFi module just going to fall back to 802.11b if there is radio interference? • Does it support data over USB in unreliable environments? • What is the drop rating? • What's the water rating if it's resistant? • Is the suit removable from the actual equipment? • Whats the warranty like? • Does it support Unreal and Mixamo skeletons? • Do exports force a pose asset or

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
				reference frame? • Is the reference frame stuck in A pose or T-pose • Is there a battery on-board or is external required? • How many G's of force can the sensors take before losing calibration? • Do the others take my intellectual property and sell it like Rokoko? • Similar or different terms and conditions? This isn't comparing wrist watches... I said I can't answer in good faith. That's not bad faith, Counsel just doesn't understand the technical basics of what they are asking.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
				This is just... harassing. I said Denied. Because I can't formulate a good faith opinion without evaluating those products.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
Rokoko's Second Set of RFPs to Plaintiff				
RFP NO. 61:	Documents sufficient to identify each and every economic relationship You contend existed between You (or Next World) and any third party that You allege Rokoko tortiously interfered with, including any contracts, agreements, memoranda of understanding, letters of intent, or term sheets.	OBJECTION: Objection. This request is overbroad in scope and time, unduly burdensome, and not proportional to the needs of the case, as it seeks "each and every" document concerning broadly defined and unspecified "economic relationships," without limitation and therefore constitutes an impermissible fishing expedition into Plaintiff's business dealings beyond the claims and defenses at issue; Plaintiff further objects that the request is vague and ambiguous as to the terms "economic relationship" and "sufficient to identify," in that it fails to specify whether it seeks formal contracts, prospective relationships, informal dealings, or internal characterizations, and does not define what level of	Plaintiff raises boilerplate objections—overbreadth, undue burden, disproportionality, "fishing expedition," vagueness—without any supporting evidentiary declaration and without proposing any narrowing parameters. Rule 34(b)(2)(B) requires objections to be stated with specificity. <i>See Diaz v. Heredia</i> , No. EDCV 20-2332-JWH (KKx), 2022 LX 107069, at *12 (C.D. Cal. Mar. 4, 2022). The request seeks documents identifying the economic relationships that Plaintiff himself alleges were tortiously interfered with—a core element of his First Cause of Action that he bears the burden of proving. Boilerplate relevancy objections are improper. <i>A. Farber & Partners, Inc. v. Garber</i> , 234 F.R.D. 186, 188 (C.D. Cal. 2006).	FISHING EXPEDITION - This is an impermissible fishing expedition. Rokoko has no idea what they are even looking for here. Their request must be targeted and be made with specificity. DUTIES FULFILLED Already: Asked. Answered. Provided. ALREADY PRODUCED Rokoko already has thousands of pages including multiples of corporate and direct contracts, agreements, e-mails, text messages, LOI's, etc. Plaintiff is under no obligation to re-produce already disclosed discovery under FRCP 34(b)(2)(D) and FRCP 34(b)(2)(E)(iii). Those documents are already within Rokoko's

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		documentation would be considered "sufficient"; Plaintiff further objects that the request is harassing and duplicative to the extent it seeks information and documents already in Defendant's possession, custody, or control, including materials previously produced or referenced in the record; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.	Plaintiff admits withholding relevant and potentially responsive documents.	possession, custody and control. OVERBROAD AND UNDEFINED - Defendant ignores the actual language of the Request. RFP No. 61 seeks documents sufficient to identify "each and every economic relationship" Plaintiff contends was tortiously interfered with. The phrase "economic relationship" is undefined and facially overbroad. It potentially encompasses customers, vendors, contractors, publishers, platform relationships, investors, licensors, talent agreements, marketing relationships, and any other commercial interaction occurring over many years. Defendant provides no limiting principle.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
				IMPROPER REQUEST - Defendant incorrectly characterizes Plaintiff's tortious interference claim as requiring production of every document concerning every business relationship Plaintiff has ever maintained. It does not. Plaintiff must identify the specific relationships allegedly interfered with and establish the elements of the claim. That does not transform an unlimited request for "each and every" document relating to broadly defined economic relationships into a proportional discovery request. UNRESTRAINED SCOPE - Defendant offers no evidence addressing burden, proportionality, or scope, and makes no attempt to narrow the request to any particular entity, time period, transaction type, or

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
				alleged interference event. Instead, Defendant seeks wholesale production of undefined categories of Plaintiff's business records under the guise of relevance. RESOLUTION - Accordingly, the objection should be sustained or, at minimum, the Request should be narrowed to specific identified relationships that Defendant contends are relevant to the claims and defenses at issue.
RFP NO. 62:	Documents sufficient to show the terms, duration, and economic value of each third-party relationship You contend Rokoko interfered with, including any revenue projections, royalty calculations, profit-sharing arrangements, or financial forecasts associated with those relationships.	OBJECTION: Objection. This request is overbroad in scope and time, unduly burdensome, and not proportional to the needs of the case, as it seeks expansive categories of financial and commercial information concerning "each" alleged relationship without limitation and therefore	See RFP No. 61. Plaintiff objects that the request seeks "confidential, proprietary, and commercially sensitive financial information," but confidentiality concerns are addressed through the protective order governing this action—not through categorical refusals. See <i>Romano v. AT&T Mobility Servs., Ltd.</i>	Same arguments as RFP No. 61 Already: Asked. Answered. Provided. Rokoko was already provided precisely what this RFP states is "sufficient to show". Those documents are already within Rokoko's

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		constitutes an impermissible fishing expedition into Plaintiff's confidential business and financial information beyond the claims and defenses at issue; Plaintiff further objects that the request is vague and ambiguous as to the terms "economic value" and "sufficient to show," in that it fails to define what metrics, documents, or level of detail would satisfy the request; Plaintiff further objects that the request seeks documents and information subject to contractual confidentiality obligations, including non-disclosure agreements with third parties, the disclosure of which is prohibited or restricted and not justified by any demonstrated need; Plaintiff further objects that the request seeks confidential,	<i>Liab. Co.</i>, No. 3:20-CV-00698-JLS-KSC, 2020 U.S. Dist. LEXIS 215003, at *6 (S.D. Cal. Nov. 17, 2020). Furthermore, Rokoko is entitled to test Plaintiff's damages theory by discovering what, if any, actual economic value these relationships carried. Plaintiff alleges a game valued at \$55M–\$75M and \$213,000 in lost pre-order revenue. The terms, duration, and economic value of the allegedly disrupted relationships are core elements of his damages claim that he must prove at trial. This request seeks highly relevant documents, and Rokoko is entitled to discover whether these relationships had any actual economic substance and value. Plaintiff admits withholding relevant and potentially responsive documents.	possession, custody and control. Any further request would require documents to be created by the Plaintiff. Plaintiff is under no obligation to create documents for the Defendants, that's precisely what this request, if compelled, would require.. which is improper. FRCP Rule 34(a)(1)

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		proprietary, and commercially sensitive financial information, including revenue projections, forecasts, and internal valuations; Plaintiff further objects that the request is not relevant to the valuation of the project at issue, which is based on market comparables rather than the specific terms of third-party agreements; Plaintiff further objects that the request is harassing and duplicative to the extent it seeks information and documents already in Defendant's possession, custody, or control, including materials previously produced or referenced in the record; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.		
RFP NO. 63:	Documents sufficient to show the status of each	OBJECTION: Objection. This request is overbroad	See RFP No. 61 above.	Same argument as RFP No. 61

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
	third-party relationship identified in Request No. 61 as of the date You contend Rokoko first engaged in tortious interference, including any correspondence confirming the relationship was active, pending, or under negotiation at that time.	in scope and time, unduly burdensome, and not proportional to the needs of the case under Rule 26(b)(1), as it seeks documents concerning "each" alleged relationship without limitation and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request is vague and ambiguous as to the terms "status," "sufficient to show," and "under negotiation," in that it fails to define what documents or level of detail would satisfy the request; Plaintiff further objects that the request improperly assumes that responsive documents exist in the form requested and would require Plaintiff to create documents, summaries, or compilations not maintained in the ordinary course of business, which is not required under Rule 34; Plaintiff	Plaintiff mischaracterizes the request as asking for the creation of documents. But this Request seeks existing correspondence confirming that relationships were "active, pending, or under negotiation" at the time of the alleged interference. Rule 34 requires production of documents in a party's possession, custody, or control; it does not permit a responding party to recharacterize a request for existing documents as a demand for creation. Plaintiff admits withholding without stating scope. To prevail on tortious interference, Plaintiff must show that the relationships existed at the time of alleged interference. Plaintiff specifically alleges that Rokoko was always aware of the contracts, agreements and relationships which would be disrupted by their actions. This request seeks highly relevant documents, and	Already: Asked. Answered. Provided. Rokoko was already provided precisely what this RFP states is "sufficient to show". Those documents are already within Rokoko's possession, custody and control. Any further request would require documents to be created by the Plaintiff. Plaintiff is under no obligation to create documents for the Defendants, that's precisely what this request, if compelled, would require.. which is improper. FRCP Rule 34(a)(1)

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		further objects that the request is harassing and duplicative to the extent it seeks information and documents already in Defendant's possession, custody, or control, including materials previously produced or referenced in the record; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.	Rokoko is entitled to obtaining documents showing the status of alleged relationships at the relevant time. Plaintiff admits withholding relevant and potentially responsive documents.	
RFP NO. 64:	Communications between You and Rokoko from January 1, 2019 to the present in which You discussed, referenced, or disclosed the existence of Your economic relationships with third parties, including but not limited to Nintendo, Sony, Microsoft, investors, publishers, or platform holders.	Objection. This request is overbroad in scope and time and not proportional to the needs of the case under Rule 26(b)(1), as it seeks all communications over a multi-year period without limitation; Plaintiff further objects that the request is duplicative and unduly burdensome because it seeks communications to which Defendant is a party or otherwise already within Defendant's possession, custody, or control; Plaintiff	A party cannot evade production by claiming the opposing party already has its own copies. The request seeks Plaintiff's copies of such communications, which may include attachments, threads, forwards, or drafts not in Rokoko's possession. Plaintiff's objection that the request "attempts to use a request for production to elicit admissions" is not a recognized objection to a request for production; Rule 34 plainly permits	Plaintiff reiterates his objections. Plaintiff is unsure of Rokoko's inability to understand: they already have. Rokoko possesses Plaintiff's copy of every single communication, including in native e-mail format which provides every thread, forward and draft. This is harassing. Those documents are already within

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		further objects that the request is improper to the extent it attempts to use a request for production to elicit admissions, characterizations, or narrative content regarding Plaintiff's alleged "economic relationships," which are properly the subject of requests for admission or interrogatories, not document requests under Rule 34; Plaintiff further objects that the request is vague and ambiguous as to the terms "economic relationships" and "referenced," in that it fails to define the scope of responsive content; Plaintiff further objects to the extent the request seeks documents already produced or previously made available in this action; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.	requests for communications. These documents are directly relevant to Plaintiff's tortious interference claim and Rokoko's defense that it lacked knowledge of the Plaintiff's alleged economic relationships. Plaintiff admits withholding relevant and potentially responsive documents.	Rokoko's possession, custody and control. Their request seeks to just further burden the Plaintiff. Rokoko never specified the form, so Plaintiff produced it in native, PDF, TIFF, JPEG, HTML and TEXT. Far surpassing his responsibilities under FRCP 34(b)(2)(D). As Rokoko already has all those forms, Plaintiff has fulfilled his duties. FRCP 34(b)(2)(E)(iii): States that a party <i>"need not produce the same electronically stored information in more than one form"</i>

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
RFP NO. 65:	Documents sufficient to show the date and manner by which Rokoko first became aware of each economic relationship You contend it interfered with.	Objection. This request is overbroad in scope and not proportional to the needs of the case under Rule 26(b)(1), as it seeks documents concerning "each" alleged relationship without limitation and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request is vague and ambiguous as to the terms "economic relationship," "manner," and "sufficient to show," in that it fails to define what documents or level of detail would satisfy the request; Plaintiff further objects that the request improperly seeks speculation regarding Defendant's knowledge, awareness, or state of mind, which is not within Plaintiff's possession, custody, or control; Plaintiff further objects that the request is	The request seeks existing documents in Plaintiff's possession—such as emails, letters, or disclosures Plaintiff sent to Rokoko—that show the date and manner by which Rokoko first became aware of these relationships. Plaintiff is the one who alleges that Rokoko knew of his alleged relationships. If such documents exist, they must be produced. The request does not ask Plaintiff to speculate about Rokoko's state of mind; it asks for documents evidencing awareness. These documents are highly relevant to Plaintiff's tortious interference claim. Documents showing how and when Rokoko learned of these relationships are directly relevant both to Plaintiff's affirmative case and to Rokoko's defense. Plaintiff admits withholding relevant and potentially	Plaintiff reiterates his written oppositions. Plaintiff asserts the same arguments as RFP No. 64 Already: Asked. Answered. Provided.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		improper to the extent it attempts to use a request for production to elicit admissions or narrative content regarding Defendant's awareness, which is properly the subject of interrogatories or requests for admission, not document requests under Rule 34; Plaintiff further objects that the request would require Plaintiff to create documents, summaries, or compilations not maintained in the ordinary course of business, which is not required under Rule 34; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.	responsive documents.	
RFP NO. 66:	Communications between You and any third party in which a third party informed You that it was terminating, suspending, or reconsidering its relationship with You as a result of	This request is overbroad in scope and not proportional to the needs of the case under Rule 26(b)(1), as it seeks communications with "any third party" without limitation and	Whether alleged relationships were terminated, suspended, or merely delayed goes to the heart of Plaintiff's claimed damages. Plaintiff's NDA objections are	Rokoko misapprehends the tortious interference claim entirely. Rokoko disrupted an entire game production by destroying

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
	any act or conduct by Rokoko.	therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request is not relevant to the claims or defenses to the extent it is premised on termination, suspension, or reconsideration of relationships, as the claims at issue do not require proof of termination or cancellation – tortious interference requires only disruption even if just delay; Plaintiff further objects that the request is vague and ambiguous as to the terms “reconsidering” and “as a result of,” in that it calls for subjective interpretation and undefined causal attribution; Plaintiff further objects that the request seeks documents and communications subject to contractual confidentiality obligations, including non-disclosure	addressed by the protective order. This request seeks documents directly relevant to Plaintiff's tortious interference claim, as communications from 3 rd parties informing Plaintiff of disruption are the most direct evidence of actual interference and causation—core elements of Plaintiff's tortious interference claim. Plaintiff admits withholding relevant and potentially responsive documents.	Plaintiff's equipment. Even if not a single third party terminated, suspended or reconsidered their relationship; the game production was halted. The game was never finished. There was no equipment, therefore there was no more future work. Rokoko's actions in contributing to the destruction of Plaintiff's equipment is the sole but-for factor which is entirely the predicate of why the outstanding contracts, agreements and relationships cannot be performed or fulfilled. If Rokoko wishes to finally replace Plaintiff's equipment... he

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		agreements with third parties, the disclosure of which is prohibited or restricted; Plaintiff further objects that the request is unduly burdensome and harassing to the extent it requires Plaintiff to collect and review third-party communications for subjective characterizations of causation; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.		can get back to work and at least some of those agreements and relationships can be salvaged. On another one of the wrongful acts, If Rokoko and their business partner Corridor Digital remote the defamatory podcast they both contributed to, then damage and suspension of Plaintiff's present and future contracts, agreements and relationships can too be abated. Sebastian Int'l, Inc. v. Russolillo, 162 F. Supp. 2d 1198, 1204 (C.D. Cal.) (a tortious interference claim does not require termination; disruption or delay is legally sufficient.) see also Pacific Gas & Electric Co. v. Bear Stearns & Co., 50 Cal. 3d 1118, 1129:

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
				Blindly digging into Plaintiff's communications with "all" non-parties is a fishing expedition that will yield and gain nothing for Rokoko and will only further harm and prejudice the Plaintiff by invasion of privacy and embarrassment. It is impermissible. See U.S. v. International Business Machines Corp., 83 F.R.D. 97, 104, Rivera v. NIBCO, Inc., 364 F.3d 1057, 1072 (9th Cir.)
RFP NO. 67:	Documents Relating to any public statements, social media posts, blog entries, forum posts, or other publications by Rokoko that You contend were designed to interfere with Your economic relationships.	Objection. This request is vague and ambiguous as to the terms "documents relating to," "public statements," "designed to interfere," and "economic relationships," in that it fails to identify what specific statements, publications, or categories of documents are being sought; Plaintiff further objects that the request is argumentative and	The request asks for documents relating to public statements that Plaintiff contends were designed to interfere with his economic relationships. The request does not ask Plaintiff to speculate about intent; it asks for Plaintiff's collection of the statements at issue and any documents relating to them (e.g., screenshots, printouts, notes, communications about them).	Rokoko is seeking communications from Plaintiff... which they made. This is clearly harassing and improper under FRCP 26(b)(2)(C)(i); 26(b)(1) and especially FRCP 26(g)(1)(B) Those documents are already within Rokoko's possession, custody and control. Their

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		improperly assumes facts and intent not established, including that any statements were "designed to interfere"; Plaintiff further objects that the request is speculative to the extent it requires Plaintiff to determine or characterize Defendant's intent or purpose behind unspecified statements; Plaintiff further objects that the request is overbroad in scope and not proportional to the needs of the case under Rule 26(b)(1), as it seeks undefined categories of documents and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request improperly seeks to use a request for production to elicit Plaintiff's contentions, characterizations, or narrative, which is not a proper use of Rule 34 and is more	Plaintiff's assertion that Defendant's statements are "equally accessible to Defendant" ignores that Plaintiff may possess his own downloads, screenshots, or communications about those statements that are not in Rokoko's possession. This request is directly relevant to Plaintiff's tortious interference claim, as Plaintiff specifically alleges that Rokoko defamed Plaintiff. Documents related to any alleged defamatory statements are central to his affirmative case. Plaintiff admits withholding relevant and potentially responsive documents.	request seeks to just further burden the Plaintiff. Rokoko never specified the form, so Plaintiff produced it in native, PDF, TIFF, JPEG, HTML and TEXT. For the Defamation portion of tortious interference he produced screenshots, text transcript, audio and video -- Far surpassing his responsibilities under FRCP 34(b)(2)(D). As Rokoko already has all those forms, Plaintiff has fulfilled his duties. FRCP 34(b)(2)(E)(iii): States that a party <i>"need not produce the same electronically stored information in more than one form"</i>

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		appropriately the subject of interrogatories; Plaintiff further objects that the request is duplicative to the extent it seeks Defendant's own public statements or publications, which are equally accessible to Defendant; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.		
RFP NO. 68:	Financial records, accounting statements, tax returns, bank statements, or other financial documents from January 1, 2019 to the present that reflect income, revenue, or payments received from any third-party relationship that You contend was disrupted by Rokoko.	Objection. This request is overbroad in scope and time, unduly burdensome, and not proportional to the needs of the case under Rule 26(b)(1), as it seeks sweeping categories of Plaintiff's financial records over a multi-year period without limitation and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request seeks highly sensitive, confidential, and private financial	A party who places his financial condition at issue by claiming lost revenue and profits cannot then shield those very financial records from discovery. The protective order adequately addresses confidentiality concerns. See <i>Romano</i>, 2020 U.S. Dist. LEXIS 215003, at *6. Notably, Plaintiff's partial response references a single document, WALSH002863 (pre-sale records), but fails to state whether	Again, Rokoko misapprehends the tortious interference claim. Plaintiff never simply claimed loss profits or revenue. Plaintiff claimed complete and entire loss of his entire video game production and adjacent products. Amounting to a complete disruption and loss of prospective economic advantage.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		information, including tax returns and bank records, which are subject to heightened protection and are not discoverable absent a compelling showing of relevance and need, which has not been made; Plaintiff further objects that the request is not relevant to the claims or defenses because it seeks Plaintiff's general financial condition, income, or expenditures, whereas the value of the project at issue is based on market comparables and demonstrated market interest, not Plaintiff's revenue, spending, or internal financial activity; Plaintiff further objects that the request is harassing and invasive of Plaintiff's financial privacy, as it seeks to untangle Plaintiff's personal finances and tax records without a narrowly tailored basis; Plaintiff further objects that	additional documents exist, fails to provide comprehensive financial records, and fails to identify what remains withheld. These documents are directly relevant to proving Plaintiff's damages for tortious interference and RICO. Plaintiff alleges \$213,000 in lost pre-order revenue and a game valued at \$55M–\$75M. Financial records showing actual income from the relationships Plaintiff claims were disrupted are directly probative of whether those relationships existed and had economic value.	There is a fundamental difference. Neither have anything to do with Plaintiff's personal bank accounts, tax returns (which are highly sensitive and privileged). This is improper under RULE 501 and Rokoko has shown no significant need under Aliotti v. Vessel Senora,, 217 F.R.D. 496 (N.D. Cal. 2003). Further, Plaintiff has already provided Rokoko with multiple documents sufficient to show this, including attached to the Complaint and exhibits. Rokoko wholly misreads the claim, the objections and already possesses evidence of the up to \$213,000 in pre-order revenue just short of exposing non-parties credit card information from the ordering system which is non-discoverable.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		the request seeks documents subject to contractual confidentiality obligations with third parties; Plaintiff further objects that the request is vague and ambiguous as to the scope of "any third-party relationship" and "reflect income"; without waiving these objections, Plaintiff refers Defendant to previously produced documents sufficient to demonstrate market interest, including WALSH002863 reflecting 1,783 pre-sale records with credit card numbers and customer names; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.		Conversely, Plaintiff requested a single corporate bank statement from Rokoko. They refused. Plaintiff files joint tax returns with his wife, which also would disclose the joint income between both of them and their other separate business ventures including expenditure and confidential relationships and payments from other non-parties.
RFP NO. 69:	Reports, analyses, valuations, or financial models prepared by You or on Your behalf that calculate or estimate the damages arising from the alleged	Objection. This request is premature and not proportional to the needs of the case under Rule 26(b)(1) to the extent it seeks expert reports, analyses, or	The request does not seek expert reports governed by Rule 26(a)(2) deadlines; it seeks any "reports, analyses, valuations, or financial models" that Plaintiff or persons acting on his	Already asked. Answered. Provided. Rokoko already has these documents in their possession.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
	tortious interference by Rokoko.	valuations that are not yet due or required under the Court's scheduling order and Rule 26(a)(2); Plaintiff further objects that Defendant has previously raised this issue and has been advised that expert disclosures will be made in accordance with the Court's scheduling order, and this request improperly attempts to circumvent those deadlines; Plaintiff further objects that the request improperly seeks to compel the creation of documents, analyses, or models that do not presently exist, which is not required under Rule 34; Plaintiff further objects that the request is vague and ambiguous as to the terms "analyses," "valuations," and "financial models," in that it fails to define what specific documents are being sought; Plaintiff further objects that the request is overbroad and	behalf have prepared. If such documents exist (<i>e.g.</i>, valuations prepared for business purposes, investor pitches, internal financial models), they are not work product and must be produced regardless of expert disclosure deadlines. Plaintiff's blanket work-product assertion—without a privilege log—is insufficient. Plaintiff claims his game is valued between \$55M and \$75M and seeks treble RICO damages. Any pre-existing valuations, analyses, or financial models underlying these figures are not only relevant but essential for Rokoko to test the credibility and basis of Plaintiff's extraordinary damages claims. Plaintiff admits withholding relevant and potentially responsive documents.	They wish – as they continually say -- Plaintiff, to rush an outside expert to produce a report <i>for them immediately</i> before the cutoff date. The report is not finalized, any proper drafts are not in Plaintiff's possession and they are <u>simply not due yet.</u> If Rokoko seeks early expert reports and market comparison based models, they should have hired, identified or appointed their own expert. They have not done so and have no one to rebut the report even when it is complete. They must wait until the due date.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		constitutes an impermissible fishing expedition to the extent it seeks undefined categories of materials without limitation; Plaintiff further objects that the request seeks information and materials protected under the work-product doctrine, including attorney mental impressions, strategy, and litigation preparation; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.		
RFP NO. 70:	Documents sufficient to show the measures You took to maintain the secrecy or confidentiality of each item of intellectual property You contend was misappropriated, including any non-disclosure agreements, password protections, encryption, or	Objection. This request is overbroad in scope and not proportional to the needs of the case under Rule 26(b)(1), as it seeks documents concerning "each item" of alleged intellectual property without limitation and therefore constitutes an impermissible fishing expedition; Plaintiff further	Plaintiff's objection that producing security measures would "compromise the very confidentiality and security measures that the request purports to examine" is not a valid basis to refuse production. The protective order in this action addresses confidentiality concerns.	Rokoko is barred by the doctrine of unclean hands. They accessed my computer and stole my intellectual property and installed equipment destroying firmware to force me to update to their latest terms which grants them rights over my IP so they can sublicense it... Which they admit

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	confidentiality markings.	objects that the request is vague and ambiguous as to the terms "each item of intellectual property," "measures," and "sufficient to show," in that it fails to define the scope of responsive materials and instead imposes an undefined and unbounded obligation on Plaintiff to identify, categorize, and produce documents across potentially every asset, system, and workflow associated with Plaintiff's intellectual property; Plaintiff further objects that the request improperly seeks to compel disclosure of Plaintiff's internal security architecture, including but not limited to network configurations, system topology, access control mechanisms, authentication protocols, password protections, encryption	Plaintiff is the one alleging that his intellectual property was "misappropriated" through "CFAA violations." A party asserting misappropriation or trade-secret-like claims must demonstrate that he took reasonable measures to maintain the secrecy of his intellectual property. The request does not ask Plaintiff to reveal current live security configurations; it asks for documentation of the measures taken during the relevant period to maintain confidentiality, such as NDAs, password protections, and confidentiality markings. These documents are highly relevant insofar as Plaintiff must prove he maintained his works as confidential and proprietary in order to support his infringement claims. Plaintiff admits withholding relevant and potentially	in deposition that they did. (<i>"I can say that we have... made one single motion licensing deal."</i>). Rokoko cannot seek equitable relief or favorable court orders if they acted unethically or illegally regarding the subject matter of the litigation. Plainly put: <i>"I'm not giving you my passwords or anything involving them."</i> Further plainly put: <i>"Rokoko stole my animations off my computer, through their software. It's the equivalent of hiding under the table in a bank safety deposit area and walking out with the contents after the bank closes."</i> What Rokoko did, and how they did it would defeat 99% of all security measures as their

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		methodologies, storage practices, and other technical safeguards, the disclosure of which would itself compromise the very confidentiality and security measures the request purports to examine and would expose sensitive systems to risk; Plaintiff further objects that the request, as drafted, would require Plaintiff to either (a) disclose highly sensitive security information that is itself confidential and protected, or (b) create new explanatory documents, summaries, or compilations describing such systems and safeguards, neither of which is required under Rule 34, which does not obligate a responding party to create documents that do not exist in the ordinary course of business; Plaintiff further objects that the request	responsive documents.	software was installed as a full-trust application and required Firewall exemptions to function. Plaintiff's Objections Must be Sustained or Rokoko must show good cause: This is a disturbing request made by a party with (1) no expert (2) no expert basis (3) attorneys who admit they do not understand any of the technology in this matter (<i>"it might as well be Russian to me"</i>) (4) a Defendant who admits (<i>"And so you are not a programmer or a software engineer, correct?"</i>) .. (<i>"Correct"</i>) and (<i>"I'll have to talk to our engineers to understand that."</i>) Rokoko already has my expert report, with illustrations showing precisely what they are asking without divulging my non-

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		improperly attempts to force Plaintiff to construct a narrative regarding the adequacy of its security measures through a request for production, which is not a proper use of Rule 34 and instead seeks contention and explanation more appropriately addressed, if at all, through interrogatories subject to proper limitations; Plaintiff further objects that the request seeks documents subject to contractual confidentiality obligations, including non-disclosure agreements with third parties, the disclosure of which is restricted and cannot be compelled absent a narrowly tailored and justified request, which is not present here; Plaintiff further objects that the request is unduly burdensome and harassing in that it would require Plaintiff to conduct		discoverable, highly sensitive information and trade secrets as security, programming and engineering are my actual business and trade FRCP 26(c)(1)(G). FURTHER, ALREADY FULFILLED TO THE EXTENT THE LAW REQUIRES: This RFP has been fulfilled by the expert report, Plaintiff's testimony, illustrations, graphs, drawings, technical explanations and the videos provided.

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		an expansive and technically invasive review of systems, practices, and materials far beyond any reasonable scope of discovery, including areas wholly unrelated to any specific claim or defense; Plaintiff further objects that the request, by demanding disclosure of security measures such as password protections and encryption, effectively seeks information that would undermine the very protections it purports to test, rendering the request internally contradictory and inherently improper; Plaintiff further objects that the request lacks any limiting principle as to time, scope, system, or specific intellectual property at issue, and instead attempts to sweep in all possible measures across all assets; Plaintiff further objects that responsive information, to the		

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		extent relevant, has already been addressed through Plaintiff's allegations and disclosures regarding the proprietary and confidential nature of the intellectual property at issue; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.		
RFP NO. 71:	Documents sufficient to show each instance in which You contend Rokoko used, disclosed, sublicensed, sold, or otherwise exploited Your alleged misappropriated intellectual property, including the date, recipient, and nature of each such use or disclosure.	Objection. This request improperly seeks to require Plaintiff to create documents, summaries, or compilations identifying "each instance," including date, recipient, and nature, which is not required under Rule 34. Plaintiff has produced responsive documents in his possession, custody, or control and will not create documents in response to this request.	The request seeks <i>existing</i> documents in Plaintiff's possession showing instances of alleged exploitation—such as communications, licensing records, screenshots, sales records, or internal notes. Plaintiff claims he "has produced responsive documents" but fails to identify what was produced by Bates range or confirm the production is complete. These documents are directly relevant to Plaintiff's copyright claim, as evidence	Already within Rokoko's possession, custody or control. Further, Rokoko has already admitted to the conduct in depositions and they wish Plaintiff to identify the recipients, while they themselves refuse to identify them: Plaintiff: "<i>have you sublicensed any of the data in your motion data set to a third party?</i>"

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			demonstrating each alleged instance of exploitation are essential to Rokoko's preparation of its defense and evaluation of damages.	Rokoko: <i>"I think I can say that we have... Made one single motion licensing deal and I... Cannot say much more about that."</i> Plaintiff: <i>"Who is that deal with?"</i> Counsel: <i>"Confidential, privileged. All of my same objections. And I'm instructing the witness not to answer"</i> Further, Rokoko misapprehends the intellectual property cause of action and how copyright infringement works.... Copyright infringement occurs on unauthorized copying, which Rokoko has already admitted to and shown evidence of.
RFP NO. 72:	Documents sufficient to show any profits or revenue that Rokoko allegedly	Objection. This request seeks Defendant's own financial information,	The request is expressly limited to documents "in Your possession, custody, or control." If	See Plaintiff's arguments in RFP No. 71

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	derived from the use of Your alleged misappropriated intellectual property, to the extent such documents are in Your possession, custody, or control.	including profits and revenue, which is not within Plaintiff's possession, custody, or control and is more appropriately the subject of discovery directed to Defendant. It is not Plaintiff's job to obtain, reconstruct, or create documents concerning Defendant's revenues or profits.	Plaintiff has no such documents, a simple statement to that effect—confirming that no responsive documents exist after a reasonable search—would suffice. Instead, Plaintiff makes categorical objections without confirming the absence of responsive documents. Plaintiff may possess documents from public sources, Rokoko marketing materials, third-party reports, or his own research reflecting Rokoko's profits. These documents are directly relevant to Plaintiff's copyright claim, as any documents in Plaintiff's possession bearing on Rokoko's alleged profits would be relevant to potential damages.	
RFP NO. 73:	Documents sufficient to show the impact of the alleged misappropriation on Your ability to develop, publish, market, license, or distribute Next World, including	Objection. Argumentative. This request improperly seeks to compel Plaintiff to create documents, summaries, or compilations describing alleged impacts, which is	The request seeks existing documents showing the impact of alleged misappropriation on Plaintiff's ability to develop and distribute Next World (e.g., internal communications	No Longer Relevant. Misappropriation is no longer a cause of action in this matter as Rokoko bent the truth to have it dismissed. It

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	any delays, cancellations, or reduced commercial opportunities that You attribute to the misappropriation.	not required under Rule 34; Plaintiff further objects that the request improperly attempts to use a request for production to elicit Plaintiff's contentions or narrative regarding alleged harm, which is not a proper use of Rule 34; responsive information and documents have already been produced, including in Plaintiff's pending Motion for Summary Judgment; Plaintiff will not create documents in response to this request.	about delays, revised timelines, cancelled events, or lost opportunities). These are existing documents, not compilations. Plaintiff states that "responsive information and documents have already been produced, including in Plaintiff's pending Motion for Summary Judgment," but fails to identify what was produced by Bates range. The documents sought speak to actual impacts on alleged production shutdown, redevelopment costs, and lost commercial opportunities, and are essential to evaluating causation and damages.	is no longer relevant. Further, it would require Plaintiff to create documents which are not kept in the normal course of business, which is improper.
RFP NO. 74:	Documents sufficient to show the date of creation and first publication of each copyrighted work You contend was infringed, including development logs, version histories, distribution records, and any public	Objection. This request is overbroad and not proportional to the needs of the case under Rule 26(b)(1), as it seeks documents concerning "each" copyrighted work without limitation; Plaintiff further objects that the	The request seeks <i>existing</i> documents—development logs, version histories, distribution records, and publication records—showing dates of creation and first publication of the allegedly infringed works.	Already: Asked. Answered and Provided. Plaintiff provided these documents already to Rokoko in discovery. They have file lists, creation animation dates, etc.

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	release or publication records.	request improperly seeks to compel Plaintiff to create documents, summaries, or compilations identifying dates of creation and publication, which is not required under Rule 34; Plaintiff further objects that the request improperly attempts to use a request for production to elicit Plaintiff's contentions or narrative regarding authorship, creation, and publication, which is not a proper use of Rule 34; Plaintiff further objects that the request is duplicative to the extent it seeks information and materials already in Defendant's possession, custody, or control, including the works themselves and associated data obtained from Plaintiff; Plaintiff has produced responsive documents in his possession, custody,	These are standard categories of documents that any copyright plaintiff should possess. Plaintiff's blanket "creation" objection is a mischaracterization. His statement that he "has produced responsive documents" without Bates ranges is non-specific. These documents are highly relevant because date of creation and first publication are essential elements of copyright claims. They determine the scope of available remedies (including statutory damages for timely registration under 17 U.S.C. § 412) and establish the timeline for any alleged infringement.	Additionally, as Rokoko admits to copying at least 274 of Plaintiff's animations, they have those files within their possession, custody and control. Rokoko should appoint an expert -- or Counsel should ask their own clients engineers -- to assist with these questions as their requests for certain types of technical documentation have nothing to do with what they are asking for. There are no "distribution records" or "version histories" or "development logs" for animation files... That's not a thing. Further, the Court has already accepted the validity of Plaintiff's Copyright registration. This request is

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		or control and will not create documents in response to this request.		burdensome and harassing.
RFP NO. 75:	Documents sufficient to show Your ownership of each copyrighted work that You contend Rokoko infringed, including copyright registration certificates, applications for registration, assignments, and any other documents establishing Your ownership interest.	Objection. Plaintiff's ownership of the works at issue is already reflected in the works themselves and in documents previously produced. This request improperly seeks to require Plaintiff to create, compile or restate that information, which is not required under Rule 34.	Plaintiff's response is non-responsive. The request specifically asks for copyright registration certificates, applications for registration, and assignments—these are standard, existing documents that any copyright plaintiff should possess and produce. Plaintiff alleges he holds “U.S. Copyright #14,954,598,732” and “U.S. Copyright Registration #Pau 4-279-489.” The underlying certificates and applications are plainly in his possession and must be produced. Copyright ownership is an essential element of Plaintiff's copyright claim. Plaintiff bears the burden of proving he owns valid copyrights.	Plaintiff reiterates the arguments from RFP No. 74
RFP NO. 76:	Documents sufficient to show	Objection. This request improperly	The request encompasses <i>existing</i>	Rokoko's arguments once

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	the specific elements of Your copyrighted works that You contend Rokoko copied, reproduced, distributed, displayed, or created derivative works from, including side-by-side comparisons, analyses, or technical demonstrations of substantial similarity.	seeks to require Plaintiff to create documents such as analyses, comparisons, or demonstrations, which is not required under Rule 34; Plaintiff further objects that the request improperly seeks Plaintiff's contentions and legal theories regarding alleged copying and substantial similarity, which is not a proper subject of a request for production; Plaintiff further objects that the alleged use of Plaintiff's works—including incorporation into Defendant's aggregated "motion dataset" and related AI or commercial outputs—is based on Defendant's own conduct and systems, which are within Defendant's possession, custody, or control; responsive evidence has already been produced.	documents showing what elements Plaintiff contends were copied. To the extent Plaintiff possesses existing documents identifying the specific elements he claims were copied, he must produce them. Substantial similarity is the touchstone of copyright infringement. The documents requested are directly relevant to Plaintiff's ability to identify copying and Rokoko's defense that there was no copying.	again fail to understand the basics of the technology they are arguing. The request makes no sense.... "side by side comparisons"... of what? Technical analyses... of what? The Court has already attempted to educate Counsel for Rokoko.... <i>"However, creating a derivative work is only one of several ways that a defendant can commit copyright infringement... Indeed, Walsh's theory is not that Rokoko created a derivative work based on Walsh's video game, but that Rokoko "sub-license[d] [Walsh's] intellectual property to third-parties..."</i>

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				Further, Rokoko already admitted to copying, has already provided the files back, and has already admitted in deposition that they have sublicensed the data to "one" third party. Plaintiff reiterates his arguments to the extent that it is required from RFP No. 71
RFP NO. 77:	Documents sufficient to identify the specific copyright management information that You contend was associated with each of Your works at the time Rokoko allegedly removed or altered it, including author names, titles, identifiers, serial numbers, hardware identifiers, and any other information described in 17 U.S.C. § 1202(c).	Objection. This request improperly seeks to require Plaintiff to identify, compile, and describe categories of information across "each" work, which would require the creation of documents or summaries not maintained in the ordinary course of business and is not required under Rule 34; Plaintiff further objects that the request seeks information generated and controlled by Defendant's own software and	The request asks Plaintiff to identify the specific CMI he contends existed in his works at the time of alleged removal—author names, titles, identifiers, serial numbers, hardware identifiers, and other information described in 17 U.S.C. § 1202(c). Plaintiff himself alleges that his works contained specific CMI including "author and creator name," "project and work titles," "creation dates," "performer and actor identifiers," "unique device serial	Already: Asked. Answered. Provided Rokoko has this information in spades. There is an entire dedicated section to CMI provided in Plaintiff's discovery and in every opposition to MTD and in every Complaint since the original. Additionally, Rokoko bent the truth to have Plaintiff's DMCA claims dismissed... then later

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		embedded in Defendant's software generated files, which are within Defendant's possession, custody, or control; responsive evidence has already been produced.	numbers," and "unique file identifiers and embedded metadata." Documents substantiating these allegations must exist and must be produced.	completely changed their position at MSJ to try and prevail there. As there is no active cause of action for DMCA/CMI... Rokoko's request is no longer relevant.
RFP NO. 78:	Documents sufficient to show how CMI was embedded in, attached to, or conveyed in connection with Your animation data, creative works, or other content transmitted through or stored on Rokoko's products or services, including technical specifications, file headers, metadata fields, or other mechanisms by which CMI was incorporated.	Objection. This request improperly seeks to require Plaintiff to create technical explanations, analyses, or compilations describing how CMI was embedded or conveyed, which is not required under Rule 34; Plaintiff further objects that the request seeks information regarding mechanisms implemented by Defendant's own software and systems, including file structures and metadata handling, which are within Defendant's possession, custody, or control; the information requested has already been produced in discovery, including	The request seeks <i>existing</i> documents showing how CMI was embedded in Plaintiff's animation data. To the extent Plaintiff has prepared technical documentation, expert materials, or specifications regarding how his CMI was incorporated into his files, those must be produced. To the extent Plaintiff states that information requested has already been produced in discovery, including in Plaintiff's expert report, Plaintiff must identify the production by Bates range.	See RFP No. 77

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		in Plaintiff's expert report; Plaintiff will not create documents in response to this request.		
RFP NO. 79:	Documents sufficient to identify each predicate act of racketeering activity You contend was committed in furtherance of the alleged RICO enterprise.	Objection. This request improperly seeks to require Plaintiff to identify and articulate "each predicate act" of alleged racketeering activity, which is a contention and legal theory, not a request for documents, and is therefore not a proper subject of a request for production under Rule 34; Plaintiff further objects that the request improperly seeks to compel Plaintiff to create documents, summaries, or compilations identifying such acts, which is not required under Rule 34; Plaintiff further objects that the request is overbroad and not proportional to the needs of the case under Rule 26(b)(1), and constitutes an impermissible fishing expedition; Plaintiff further	Plaintiff's objection fundamentally mischaracterizes the request. The request seeks <i>existing</i> documents sufficient to identify each predicate act that Plaintiff contends constitutes wire fraud, computer fraud, or other predicate acts. Plaintiff states that "the information sought is already reflected in Plaintiff's pleadings and materials previously produced especially the Amended Complaint and Motion for Summary Judgment." A reference to an entire complaint and MSJ is not a valid substitute for a proper Rule 34 response identifying and producing specific documents with Bates ranges. These documents are directly relevant to Plaintiff's RICO claim, which must be	This request is harassing. How precisely does Rokoko expect the Plaintiff to produce documents.... To identify a predicate act? The question makes no sense. The predicate acts are listed with specificity and evidence in the Third Amended Complaint. There is nothing to produce without creating documents.

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		objects that the information sought is already reflected in Plaintiff's pleadings and materials previously produced especially the Amended Complaint and Motion for Summary Judgment; Plaintiff will not create documents in response to this request.	plead with particularity under Rule 9(b) and supported with documentary evidence. Rokoko is entitled to test whether documentary evidence supports each alleged predicate, and to demonstrate that Plaintiff cannot establish the requisite pattern of racketeering activity.	
RFP NO. 80:	All financial statements Relating to the development, publishing, marketing, or distribution of Next World, from January 1, 2019 to the present, including but not limited to balance sheets, income statements, tax returns, and statements of cash flow.	Objection. This request is overbroad in scope and time, unduly burdensome, and not proportional to the needs of the case under Rule 26(b)(1), as it seeks sweeping categories of financial records over a multi-year period and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request seeks highly sensitive, confidential, and private personal financial information, including tax returns and financial statements, which are subject to	A party who claims a game is worth \$55M–\$75M and seeks treble RICO damages cannot shield the financial records underlying that valuation by asserting “privacy.” The protective order addresses confidentiality. See <i>Romano</i>, 2020 U.S. Dist. LEXIS 215003, at *6. The documents requested are highly relevant to Plaintiff's claims and damages. Plaintiff's assertion that his damages are based solely on “market comparables” does not render his actual financial records irrelevant.	Same objections. Reiterates arguments from RFP No. 68 Rokoko killed the equipment, which killed the game before it could ever be released, published or distributed there are no documents (balance sheets, income statements, tax returns, statements of cash flow) for that situation. All these requests besides tax returns would require

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		heightened protection and are not discoverable absent a compelling showing of relevance and need, which has not been made; Plaintiff further objects that the request is not relevant to the claims or defenses because the value of the project at issue—being a creative work—is based on market demand and comparable works, and is not determined by Plaintiff's spending, costs, or internal financial activity; Plaintiff further objects that the request is harassing and invasive of Plaintiff's financial privacy; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.	Rokoko is entitled to test the credibility and foundation of that valuation theory with actual financial data. Plaintiff admits withholding relevant and potentially responsive documents.	documents to be created, which Plaintiff is not required to do under the FRCP. None of those documents are kept in the normal course of business.
RFP NO. 81:	All payroll records, employment agreements, independent contractor agreements, and compensation	Objection. This request is overbroad in scope and time, unduly burdensome, and not proportional to the needs of the case under Rule	See RFP No. 80. Payroll and contractor records are directly relevant to the actual development costs of Next World, which	See RFP No 80

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	records for any individual employed by or engaged by You or any entity You own or control in connection with the development, production, marketing, or distribution of Next World, from January 1, 2019 to the present.	26(b)(1), as it seeks sweeping categories of employment and compensation records over a multi-year period and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request fails to identify any claim or defense to which these materials are relevant and is not tied to any specific cause of action; Plaintiff further objects that the request seeks highly sensitive, confidential, and private information of third parties, including payroll and compensation data, and documents subject to contractual confidentiality and non-disclosure obligations, including employment and independent contractor agreements; Plaintiff further objects that the request is not relevant to the	bear on Plaintiff's asserted valuation and damages. Plaintiff claims the project is worth \$55M–\$75M; Rokoko is entitled to discover actual labor costs invested. Privacy concerns for third-party employees/contractors are addressed by the protective order. Plaintiff admits withholding relevant and potentially responsive documents.	

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		claims or defenses, as the value of the project at issue is based on market comparables and demonstrated market interest, not Plaintiff's payroll, staffing, or internal expenditures; Plaintiff further objects that the request is harassing and invasive of privacy; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.		
RFP NO. 82:	Documents sufficient to show total labor costs attributable to Next World during each calendar year from January 1, 2019 to the present.	Objection. This request is overbroad in scope and time, unduly burdensome, and not proportional to the needs of the case under Rule 26(b)(1), as it seeks calculation and compilation of "total labor costs" across multiple years and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request improperly seeks to require Plaintiff to create documents,	See RFP No. 80. The request seeks <i>existing</i> documents "sufficient to show total labor costs." To the extent such documents exist, they must be produced. Plaintiff's response is also notable for attempting to condition production: "Defendant must stipulate that such quantification will be treated as the applicable 'actual cost' measure of damages." Conditional responses	See RFP 66 This is an impermissible fishing expedition of untargeted discovery. "Total labor costs" has nothing to do with the valuation of a wholly delayed and disrupted project which damages are being sought on market-based comparisons. It's not the cost of the canvas and paint that defines

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		calculations, summaries, or compilations of labor costs, which is not required under Rule 34; Plaintiff further objects that the request is not relevant to the claims or defenses, as the value of the project at issue is based on market comparables and demonstrated market interest, not Plaintiff's internal labor costs or expenditures; Plaintiff further objects that Plaintiff himself performed the substantial majority of the labor associated with the project, and this request improperly seeks to force Plaintiff to quantify or reconstruct his own expert time and effort in a format not maintained in the ordinary course of business; to the extent Defendant seeks to require Plaintiff to quantify such labor, Defendant must stipulate that such quantification will be treated as the	are improper under Rule 34. Plaintiff does not get to dictate how evidence is used at trial as a condition of disclosure in discovery.	the value of a work of art; it's the market value of the product. Rokoko's request is impermissibly overbroad in scope and time and not relevant to the facts in this case and involves non-parties protected under strict Non Disclosure agreements.

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		applicable "actual cost" measure of damages, as any such calculation would necessarily reflect substantial labor value; Plaintiff will not create documents in response to this request.		
RFP NO. 83:	Documents Relating to revenues, sales receipts, royalty payments, licensing fees, platform payouts, crowdfunding proceeds, grant funds, investment capital, or any other source of income received by You or any entity You own or control that is attributable to or derived from Next World, from January 1, 2019 to the present.	Objection. This request is overbroad in scope and time, unduly burdensome, and not proportional to the needs of the case under Rule 26(b)(1), as it seeks sweeping categories of financial records over a multi-year period and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request seeks highly sensitive, confidential, and private financial information, including personal and business income records, as well as documents subject to contractual confidentiality and non-disclosure obligations with third parties; Plaintiff further	See RFP No. 80. Plaintiff alleges \$213,000 in pre-order revenue and seeks treble damages on a game he claims is worth \$55M–\$75M. Plaintiff cannot refuse to disclose the actual revenue generated by the project. Receipts, bank statements, and platform payouts are maintained in the ordinary course of business. Plaintiff admits withholding relevant and potentially responsive documents.	Again, there was no revenue generated by the product. Plaintiff has pre-order sales with valid credit cards which were never able to be billed . Because Rokoko destroyed the equipment needed to finish the game; and therefore the game was never completed nor released. See Plaintiff's arguments in RFP No. 66

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		objects that the request is not relevant to the claims or defenses, as the value of the project at issue is based on market comparables and demonstrated market interest, not Plaintiff's revenue streams, funding sources, or internal financial activity; Plaintiff further objects that the request improperly seeks to require Plaintiff to identify, compile, or create documents reflecting categories of income not maintained in the ordinary course of business, which is not required under Rule 34; Plaintiff further objects that the request is harassing and invasive of financial privacy; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.		
RFP NO. 84:	Documents sufficient to show the number of units sold, downloads,	Objection. This request is overbroad in scope and time and not proportional	While Plaintiff's partial reference is noted, Plaintiff fails to confirm whether	Again, there was no revenue generated by the product. Plaintiff has pre-

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
	active users, wishlists, pre-orders, and any other sales or engagement metrics for Next World on each platform or distribution channel (including but not limited to Steam, Epic Games Store, Nintendo eShop, PlayStation Store, Xbox Marketplace, or any other storefront), from January 1, 2019 to the present.	to the needs of the case under Rule 26(b)(1), as it seeks sweeping categories of sales and engagement data across all platforms without limitation and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request is not relevant to the claims or defenses, as damages sought are based on market comparables and demonstrated market interest, not platform-specific sales or engagement metrics; Plaintiff further objects that the request improperly seeks to require Plaintiff to identify, compile, or create documents reflecting aggregated metrics across platforms, which are not maintained in the ordinary course of business and are not required under Rule 34; Plaintiff further objects that responsive information has	additional responsive documents exist beyond WALSH002863 and fails to identify whether he has sales data, wishlists, downloads, or other engagement metrics from platforms like Steam, Nintendo eShop, PlayStation Store, or others. These documents are directly relevant to Plaintiff's tortious interference claims and damages. Plaintiff alleges 1,780 pre-orders worth \$213,000 were disrupted. Rokoko is entitled to discover the actual sales and engagement metrics for Next World across all platforms to test these claims.	order sales with valid credit cards which were never able to be billed . Because Rokoko destroyed the equipment needed to finish the game; and therefore the game was never completed nor released. See Plaintiff's arguments in RFP No. 66

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		already been produced, including WALSH002863 reflecting 1,783 pre-order records; Plaintiff will not create documents in response to this request.		
RFP NO. 85:	Documents Related to the purchase or ownership of any motion capture hardware, software, suits, sensors, gloves, headsets, and Related equipment purchased, leased, rented, licensed, or otherwise acquired by You or any entity You own or control for use in connection with Next World, from January 1, 2019 to the present, including purchase orders, invoices, receipts, shipping confirmations, and license agreements identifying the manufacturer, vendor, model, quantity, and cost of each item.	Objection. This request is overbroad in scope and time and not proportional to the needs of the case under Rule 26(b)(1), as it seeks sweeping categories of documents concerning equipment and purchases over a multi-year period and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request improperly seeks to require Plaintiff to identify, compile, or organize documents identifying manufacturer, vendor, model, quantity, and cost, which would require the creation of summaries or compilations not maintained in the ordinary course of	Plaintiff objects on overbreadth and "creation" grounds but acknowledges he "has produced responsive documents in his possession, custody, or control." Plaintiff fails to identify what was produced by Bates range or confirm the production is complete. The request seeks <i>existing</i> transactional documents directly relevant to Plaintiff's allegations that his motion-capture equipment was intentionally damaged by firmware. Documents showing what equipment Plaintiff purchased, at what cost, are essential to evaluating these damage claims.	Already: Asked. Answered. Provided. Everything Plaintiff has to offer is already within Rokoko's custody or control or has been provided to them in discovery. Any further requirement to produce or compel these documents would require Plaintiff to create them.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		business and is not required under Rule 34; Plaintiff further objects that the request is not relevant to the claims or defenses to the extent it seeks detailed purchasing or cost information; Plaintiff has produced responsive documents in his possession, custody, or control and will not create documents in response to this request.		
RFP NO. 86:	Documents sufficient to show the number of employees, independent contractors, freelancers, or other workers engaged by You or any entity You own or control in connection with the development, production, marketing, or distribution of Next World, from January 1, 2019 to the present.	Objection. This request is overbroad in scope and time and not proportional to the needs of the case under Rule 26(b)(1), as it seeks to quantify categories of individuals across multiple years without limitation and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request improperly seeks to require Plaintiff to identify, compile, or create documents reflecting a	Plaintiff objects on overbreadth and "creation" grounds and states that "documents have already been produced sufficient to show that the answer is not zero." This flippant response is insufficient. The request seeks existing contracts, engagement records, or hiring documents—not a numerical count. Plaintiff's claim that he engaged "potentially hundreds or thousands of individuals involved in recording sessions, auditions, or other	The response is not insufficient. Under FRCP 26(b)(1) "Documents sufficient to show" can be simply <u>one document</u> as long as it shows what the Defendant needs to establish facts. If one document provides the "bullseye" answer, forcing the production of cumulative documents violates FRCP 26(b)(2)(C) for being

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		numerical count of individuals, which is not required under Rule 34; Plaintiff further objects that the request is unduly burdensome and harassing, as it would require Plaintiff to reconstruct and quantify participation across potentially hundreds or thousands of individuals involved in recording sessions, auditions, or other limited engagements; Plaintiff further objects that the request is not relevant to the claims or defenses, as the precise number of individuals engaged is not determinative of any issue in this matter; documents have already been produced sufficient to show that the answer is not zero; Plaintiff will not create documents in response to this request.	limited engagements” actually highlights the relevance of this request to the scale and scope of the project and its claimed \$55M–\$75M value. The scale of the workforce is relevant to the credibility of the \$55M–\$75M valuation and to assessing actual development investment.	unreasonably cumulative. If Rokoko has an issue with the document(s), they can seek other part(s) under FRE 106. Plaintiff is not required to dump endless evidence where a single piece of evidence is “sufficient to show” that the Plaintiff’s purported statement is evidentially and factually backed.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
RFP NO. 87:	Documents sufficient to show the timeline for the development and release of Next World, including any project schedules, roadmaps, milestone trackers, or similar project management documents, and any revisions to such timelines.	Objection. The Defendant is being sued over intellectual property misappropriation and infringement on this exact body of work. Plaintiff will not hand over even more sensitive intellectual property to this Defendant. This request is overbroad in scope and not proportional to the needs of the case under Rule 26(b)(1), as it seeks broad categories of project management materials without limitation and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request improperly seeks to require Plaintiff to create documents, summaries, or compilations reflecting a "timeline," which are not maintained in the ordinary course of business and are not required under Rule 34; Plaintiff further objects that the request seeks highly	Plaintiff's statement that he will "not hand over even more sensitive intellectual property to this Defendant" is not a legally sufficient basis to refuse production. The protective order exists precisely to address concerns about disclosure to an opposing party. Scheduling documents, roadmaps, and milestone trackers are not "intellectual property" subject to infringement. They are business records relevant to the development timeline and to Plaintiff's damages claims. Plaintiff also objects on "creation" grounds, but existing project schedules, milestone trackers, or roadmaps are standard project management documents. Plaintiff alleges his production pipeline was disrupted and that, but for Rokoko's conduct, Next World would have been released. Development timelines are essential to evaluating	Already: Asked. Answered. Produced. Rokoko has these exact documents "sufficient to show" in their possession. The documents are confidential, privileged trade secrets and their existence has already been shown and verified. Rokoko has taken enough intellectual property from this game, they should not be entitled to <i>more trade secrets</i>. See Plaintiff's arguments in RFP No. 86

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		confidential and proprietary development materials relating to an unreleased creative work, including internal processes, planning documents, and workflows, the disclosure of which would be commercially sensitive and not justified by any demonstrated need; Plaintiff further objects that the request is not relevant to the claims or defenses to the extent it seeks internal development methods and timelines; Plaintiff has produced responsive documents in his possession, custody, or control and will not create documents in response to this request.	causation—whether the game was on track for release before the alleged interference—and to testing whether Plaintiff's damages claims are credible.	
RFP NO. 88:	Documents sufficient to show all sources of funding for the development and production of Next World, from January 1, 2019 to	Objection. This request improperly seeks to require Plaintiff to create documents, summaries, or compilations identifying sources	If the project was truly self-funded, then bank records, personal financial statements, or other records showing	Counsel fails to understand how software works. There are no raw materials required, this isn't like building a house... Plaintiff could –

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
	the present, including personal funds, business revenues, loans, lines of credit, investor contributions, crowdfunding campaigns, grants, and advances from publishers or platform holders.	of funding, which is not required under Rule 34. Plaintiff further states that the project was funded by Plaintiff's own funds and therefore after reasonable search no responsive documents could be found.	Plaintiff's investment should exist. Plaintiff's claim that "no responsive documents could be found" is contradicted by his allegation that the project is worth \$55M–\$75M—a project of that claimed magnitude should have traceable funding sources. If Plaintiff invested minimally, that undercuts the asserted valuation. These documents are therefore relevant to Rokoko's defense that Plaintiff's damages are speculative and inflated.	with some concessions -- make this game for \$0 and only the investment of his time and energy and expertise if he wished to; just as he built his marketable eDiscovery software for \$0, the impressive deposition software he just used on Rokoko for \$0; and just as countless others have paid him vast sums of money for software he built for \$0. Plaintiff is a software engineer – he doesn't NEED anyone, or their money if he chooses -- software generally doesn't require money in to get money out. Rokoko has not even seen the expert report defining these damages because it is not due. Their request, arguments and contentions are premature. Rokoko must wait until the report is provided to them,

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
				by the deadline, and this is an issue not for discovery but for prove-up or trial. See also Plaintiff's arguments in RFP No. 64
RFP NO. 89:	Documents Relating to the Hollywood release event or premiere for Next World referenced in Exhibit 15 to the Amended Complaint, including but not limited to venue rental agreements, event planning contracts, budgets, cost breakdowns, invoices, receipts, promotional materials, presentation materials, invitations, guest lists, RSVP records, and any post-event summaries or reports.	Objection. This request is overbroad in scope and not proportional to the needs of the case under Rule 26(b)(1) and constitutes an impermissible fishing expedition; Plaintiff further objects that the request seeks confidential and proprietary materials, documents subject to contractual confidentiality and non-disclosure obligations, and private third-party information, including guest lists and RSVP records; Plaintiff further objects that the request is not relevant to the claims or defenses to the extent it seeks	Plaintiff's Second Amended Complaint introduced this event as evidence of Next World's commercial viability. Having video evidence of the event does not eliminate the need for underlying business records—venue contracts, budgets, cost breakdowns, invoices—that establish the actual investment in the event. The request seeks documents directly relevant to his tortious interference claim, as Plaintiff has introduced the Hollywood premiere event as evidence of Next World's economic prospects. The underlying documents establishing the scale	Plaintiff reiterates the same objections. Rokoko has no basis for requiring these records. It has absolutely nothing to do with tortious interference. That event was not a money making event, was not designed to illicit new contracts, and did not result in any new contracts. Rokoko wishes to rope in unrelated third-parties and has shown no good cause why they should be privy to the names and e-mail addresses of those guests.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		detailed event logistics, costs, or attendee information; Plaintiff further objects that the request improperly seeks to require Plaintiff to identify, compile, or create collections of documents not maintained in the ordinary course of business, which is not required under Rule 34; Defendant already possesses substantial materials relating to the event, including video and photographic evidence; Defendant can clearly see the event happened, how many people were in attendance, etc. Plaintiff will not create documents in response to this request.	and reality of the event and are relevant to evaluating Plaintiff's credibility and the foundation of his damages claim. Having placed the event at issue to support his damages claims, Plaintiff cannot now shield documents showing what the event actually cost and entailed. The protective order addresses confidentiality of guest lists, contracts, and financial records.	See also Plaintiff's arguments in RFP No. 64
RFP NO. 90:	Documents Related to the development status and design of the ARG game referenced in Exhibit 53 to the Amended Complaint.	Objection. The Defendant is being sued over intellectual property misappropriation and infringement on this exact body of work. Plaintiff will not hand over even more sensitive intellectual property to this Defendant.	Plaintiff's statement that he will "not hand over even more sensitive intellectual property to this Defendant" is not a valid legal basis to object to production. Plaintiff himself introduced the ARG game referenced in	Already: Asked. Answered. Provided. Rokoko has already been provided with a single page from the ARG game. Documents involving the "design" and

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		This request is overbroad in scope and not proportional to the needs of the case under Rule 26(b)(1), as it seeks broad categories of documents concerning an unreleased and confidential work without limitation and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request seeks highly confidential and proprietary materials relating to an unreleased interactive creative project, including design documents, development materials, and internal concepts, the disclosure of which is commercially sensitive; Plaintiff further objects that the request is not relevant to any claim or defense in this action, as Plaintiff is not asserting claims arising from the ARG companion game; Plaintiff	Exhibit 53 as evidence in this action to support his damages claims. Furthermore, Plaintiff alleges that Rokoko's conduct "prevented the release of two books (Ex. 53)." The development status and design of the ARG game are relevant to assessing whether it was truly a viable commercial product and whether its non-release was caused by Rokoko's conduct. Having affirmatively placed the ARG game at issue, Plaintiff cannot now shield it from discovery. The protective order and an attorneys'-eyes-only designation address any legitimate concern about disclosure to Rokoko.	"Development" of that game are entirely undiscoverable trade secrets, never disclosed. Rokoko should google what an ARG game even is before requesting documents.... ("Alternate... Reality... Game"). It's not a VIDEO game.... They seem to not even understand what it is.... <u>It's a book</u>... a standalone... completely separate book... For separate purchase. It is not even titled "The Next World" It's titled "The Emule Scrolls" They want access to the design and development of a different project without even knowing what it is or why they want it. This is a fishing expedition. Additionally, the book is not human created. It is completely generated and built from Plaintiff's

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		further objects that the request improperly seeks to require Plaintiff to identify, compile, or create documents reflecting the design and development status of the work, which is not required under Rule 34; Plaintiff further objects that Defendant already possesses reference materials relating to the work as produced in Exhibit 53. Defendant can clearly see the status is "it exists" and the design is well displayed and explained in the evidence provided. Plaintiff has produced responsive documents in his possession, custody, or control and will not create documents in response to this request.		proprietary software algorithms and code and is confidential proprietary trade secrets which Rokoko is not entitled to and has no use for. Subsequently and clearly, Rokoko is not being sued over the ARG game (which again, is a paper book), nor are damages over it being expressly claimed. This is not discoverable. Yet, again, Rokoko has already been provided with a single page to show it exists and what it is. This is another impermissible fishing expedition designed to harass the Plaintiff.
RFP NO. 91:	Documents Related to the TV series adaptation of Next World referenced in Exhibit 54 to the Amended Complaint, including but not	Objection. The Defendant is being sued over intellectual property misappropriation and infringement on this exact body of work. Plaintiff will	See RFP No. 90. Plaintiff himself introduced Exhibit 54, and specifically alleges that Rokoko's conduct "resulted in significant, sprawling	Already: Asked. Answered. Provided. Rokoko already has the pitch deck.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
	limited to pitch decks, pilot scripts, lookbooks, and any presentations prepared for potential buyers, networks, streaming platforms, or production companies.	not hand over even more sensitive intellectual property to this Defendant. This request is overbroad in scope and not proportional to the needs of the case under Rule 26(b)(1), as it seeks broad categories of documents concerning an unreleased and speculative adaptation without limitation and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request seeks highly confidential and proprietary creative materials, including pitch decks, scripts, and presentation materials intended for private and limited distribution to third parties, the disclosure of which is commercially sensitive and subject to confidentiality obligations; Plaintiff further objects that the request is not relevant to any claim or defense in this action, as Plaintiff is not	reputational damage that severed active professional relationships, including those involved in a potential TV streaming series.” Having placed the TV series directly at issue as a measure of his damages, Plaintiff cannot withhold documents relating to its development and status. Confidentiality is addressed by the protective order.	Rokoko is not entitled to the unreleased script, it is an undiscoverable trade secret and is protected by confidentiality and non-disclosure agreements. This is not proportional to the needs of the case. Rokoko is not being sued over a TV series, nor are damages over it being expressly claimed. This is another impermissible fishing expedition designed to harass the Plaintiff.

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		asserting claims arising from the television adaptation referenced in Exhibit 54; Plaintiff further objects that the request improperly seeks to require Plaintiff to identify, compile, or create documents relating to development or pitching materials not maintained in the ordinary course of business, which is not required under Rule 34; Plaintiff further objects that Defendant already possesses reference materials identified in Exhibit 54.		
RFP NO. 92:	All Documents drafted or signed by You and submitted to the court in Ronald Radke v. Brittany Furlan, Case No. 26STRO00192 in the Los Angeles County Superior Court of the State of California, including but not limited to transcripts, written reports or declarations, and	Objection. Plaintiff objects to this request on the grounds that it is overbroad and not proportional to the needs of the case under Rule 26(b)(1), as it seeks "all documents" from an unrelated state court proceeding without limitation and therefore constitutes an impermissible fishing expedition. Plaintiff further	Plaintiff's "unrelated proceeding" objection fails because materials Plaintiff submitted to other courts—particularly expert declarations and technical reports—directly bear on the credibility and consistency of his claims in this action. If Plaintiff presented inconsistent technical assertions to another court, that is admissible	Already: Asked. Answered. Produced. Rokoko has two expert reports for that case. If they want information on the case they can look online as it was blasted across the media and internet for two years. Further, Rokoko is tying this to

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
	any other written materials submitted to the court.	objects that the request is not relevant to any claim or defense in this action, as it seeks materials from a separate proceeding involving different parties, issues, and legal standards. Plaintiff further objects that the request is unduly burdensome to the extent it seeks a complete compilation of filings and materials from a separate court action. Plaintiff also objects to the extent the request seeks materials that are equally or more readily available from public records or the issuing court, as well as materials that may be confidential or filed under seal. Plaintiff further objects that it has already produced extensive expert materials in this action and related matters, which Defendants have (a) not rebutted, (b) expressly stated	impeachment evidence. Plaintiff's claim that documents are "equally available from public records" does not relieve him of his production obligation, and Plaintiff is in the best position to identify and produce his own filings. Credibility, reliability of expert methodologies, and potential inconsistent prior statements are all directly relevant to Rokoko's defenses. Plaintiff holds himself out as an "expert computer software architect" and "computer security expert" while simultaneously claiming that Defendants "cannot interpret even the basic technical jargon" in his expert reports. Plaintiff's own expert declarations are central to his copyright, DMCA, and CFAA claims, underscoring the importance of obtaining all materials	DMCA claims? What does a celebrity catfishing, deepfake and impersonation claim have to do with Rokoko stripping the CMI from animation files? Additionally, there is no active cause of action for DMCA claims as Rokoko bent the truth to have it dismissed. These documents are protected under the attorney-client privilege and work product protections. If Counsel believes she is entitled to them, she can subpoena Harder Stonerock, LLP. I am a retained expert. Plaintiff did not want to bring this up... But, Plaintiff has serious fears and concerns with these requests... The Court should be aware, that Counsel for

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		they do not understand technically, and (c) for which Defendants have not designated any opposing expert. Additional expert materials from unrelated proceedings are not relevant to any issue in this case. Plaintiff further objects that Defendants' repeated requests of this nature are duplicative and harassing. Defendants have acknowledged on multiple occasions that they cannot interpret even the basic technical jargon in the expert reports or evidence already produced, instead characterizing plain, mundane computer science as "fanciful and fabricated." Requiring Plaintiff to produce additional, unrelated expert materials—particularly where Defendants have failed to obtain or designate an expert—would impose undue	showing how Plaintiff deploys his claimed "expertise." If his submissions in Radke v. Furlan contain inconsistent methodologies or representations, those go to the reliability of his technical claims in this action.	Rokoko Katherine J. Ellena has close ties to the Kardashian family and by extension TMZ. Her Instagram contains many images of her with the Kardashians including several with Kris Jenner <i>("Wishing this woman the best birthday today!!! If I can be half as insanely gorgeous as her when I'm her age I'll be happy. @krisjenner I hope you have the best year yet! 🎁🍷🍰💖")</i> This is not unsolicited or in a vacuum, in fact, the Kardashians even click like and comment on Ms. Ellena's posts. Ms. Ellena admits to being previously under their employ: ("Last night was iconic!!! Just like THIS woman..." (Kris Jenner) "...in THIS dress!!!! #alexandermcqueen #ilovemy

Discovery Request No.	Text of Request	Plaintiff's Written Response	Rokoko's Moving Argument	Plaintiff's Opposition
		burden without yielding any probative value. Plaintiff will not create documents to response to this request.		boss @krisjenner ") It is of my utmost concern that she may opportunistically be using discovery in Rokokok's litigation to extract privileged and confidential information from high-profile and ongoing celebrity litigation for those purposes. This is a HIGHLY sensitive matter. If what she seeks cannot be obtained through the Court system because it's under seal or for whatever reason – she is not entitled to it. She must not be permitted to seek anything further with external litigation. She has two reports from that matter. This request is highly improper.

EXHIBIT C

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A limited liability partnership formed in the State of Delaware

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Attorneys for Defendant,
Rokoko Electronics

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

MATTHEW R. WALSH

Plaintiff,

vs.

ROKOKO ELECTRONICS, and
DOES 1 through 50, inclusive,

Defendant.

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

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

**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

PROPOUNDING PARTIES: Defendant ROKOKO ELECTRONICS

RESPONDING PARTIES: Plaintiff MATTHEW R. WALSH

SET: ONE (1)

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

DEFINITIONS

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

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

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

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

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.

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.
28

REQUEST FOR PRODUCTION NO. 2:

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

REQUEST FOR PRODUCTION NO. 3:

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

REQUEST FOR PRODUCTION NO. 4:

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

REQUEST FOR PRODUCTION NO. 5:

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

REQUEST FOR PRODUCTION NO. 6:

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

REQUEST FOR PRODUCTION NO. 7:

Documents in support of Your claim for statutory damages.

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.

REQUEST FOR PRODUCTION NO. 9:

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

REQUEST FOR PRODUCTION NO. 10:

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

REQUEST FOR PRODUCTION NO. 11:

Documents supporting Your contention that Rokoko “harvests. . . proprietary 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.

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.

27
28

REQUEST FOR PRODUCTION NO. 27:

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

REQUEST FOR PRODUCTION NO. 28:

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

REQUEST FOR PRODUCTION NO. 29:

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

REQUEST FOR PRODUCTION NO. 30:

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

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.

REQUEST FOR PRODUCTION NO. 32:

Communications 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.

REQUEST FOR PRODUCTION NO. 33:

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

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.

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.

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.

REQUEST FOR PRODUCTION NO. 52:

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

REQUEST FOR PRODUCTION NO. 53:

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

REQUEST FOR PRODUCTION NO. 54:

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

REQUEST FOR PRODUCTION NO. 55:

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

REQUEST FOR PRODUCTION NO. 56:

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

REQUEST FOR PRODUCTION NO. 57:

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

REQUEST FOR PRODUCTION NO. 58:

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

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

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.*

9
10 DATED: February 4, 2025

REED SMITH LLP

11
12 By



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

16 *Attorney for Defendant*
17 *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

EXHIBIT D

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

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

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

Attorneys for Defendant,
Rokoko Electronics

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

MATTHEW R. WALSH

Plaintiff,

vs.

ROKOKO ELECTRONICS, and
DOES 1 through 50, inclusive,

Defendant.

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

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

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

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

PROPOUNDING PARTIES: Defendant ROKOKO ELECTRONICS

RESPONDING PARTIES: Plaintiff MATTHEW R. WALSH

SET: ONE (1)

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

DEFINITIONS

For these Interrogatories, the following definitions will apply:

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

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

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

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

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

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*

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

EXHIBIT E

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

Katherine J. Ellena (SBN 324160)
kellena@reedsmith.com
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515 South Flower Street, Suite 4300
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Michael B. Galibois (*pro hac vice*)
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10 South Wacker Drive, 40th Floor
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Telephone: +1 312.207 1000
Facsimile: +1 312.207 6400

Attorneys for Defendant,
Rokoko Electronics

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

MATTHEW R. WALSH

Plaintiff,

vs.

ROKOKO ELECTRONICS, and
DOES 1 through 50, inclusive,

Defendant.

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

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

**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

PROPOUNDING PARTIES: Defendant ROKOKO ELECTRONICS

RESPONDING PARTIES: Plaintiff MATTHEW R. WALSH

SET: ONE (1)

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

DEFINITIONS

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

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

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

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

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.

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

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

INSTRUCTIONS

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

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

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

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

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

Documents exchanged between You and Rokoko from January 1, 2019 to the 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.
24

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.
28

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.

OBJECTION TO RFP NO. 8:

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

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

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 **ANSWER TO RFP No 11:** Subject to and without waiving any further
26 objections. Plaintiff responds as: Herein provided as bates:

- 27 1. WALSH001664 - WALSH001736
- 28 2. WALSH002416 - WALSH002503

REQUEST FOR PRODUCTION NO. 12:

Documents supporting Your contention that Rokoko “[l]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 Minicolla (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 Minicolla WALSH002519 (along with 3teeth music licensing)

For more information see the provided indexes.

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

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

6

7

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.

21

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:
28

1 a. indexRespons___intellectual property; misappropriation; sublicense;
2 anonymize.csv

3
4 b. indexRespons___firmware.csv

5 2. And the following documents as a minimum:

6 a. WALSH000001 - WALSH000008

7
8 b. WALSH001395 - WALSH001397

9 c. WALSH001404 - WALSH001411

10 d. WALSH001417 - WALSH001425

11 e. WALSH001446 - WALSH001530

12
13 f. Defendants' Planned obsolescence through an intentionally
14 destructive firmware **WALSH001420** which destroyed Plaintiff's
15 gen1 hardware.

16
17 g. Defendants' Planned obsolescence through software:

18 i. WALSH000872 (saying gen 1 is EOL and will continue

19 working in Legacy but will NOT work in Studio anymore)

20 ii. WALSH002444 - WALSH002446 Plaintiff showing even in

21 video that Legacy now forces Gen 1 users to upgrade to Studio

22 (where gen 1 suits do not work).

23
24 iii. WALSH002405 - WALSH002406 Rokoko admitting they

25 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 b. WALSH001682

25 c. WALSH001685 - WALSH001686

26 d. WALSH001691 - WALSH001693
27
28

e. WALSH001727 - WALSH001736

f. WALSH002449 - WALSH002450

g. WALSH002453

h. WALSH002482 - WALSH002492

i. WALSH000001 - WALSH000008

REQUEST FOR PRODUCTION NO. 20:

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

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



eden_vox_kathy_ses
s_036.mp3

REQUEST FOR PRODUCTION NO. 21:

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

1. ANSWER TO RFP No. 21: 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. 22:

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

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

3 a. WALSH002519 - WALSH002780

4 b. WALSH001395 - WALSH001397

5 c. WALSH001396 - WALSH001397
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9 **REQUEST FOR PRODUCTION NO. 23:**

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

13 **OBJECTION TO RFP No. 23:** Subject to and without waiving any further
14 objections. Plaintiff responds as: Plaintiff objects to this Request on the grounds that
15 it is argumentative and calls for a legal conclusion. Plaintiff further objects that the
16 terms “experienced” and "experienced unrecoverable damages" are vague and
17 ambiguous in the context of a document request. Plaintiff further objects that the
18 Defense requests documents to show an “experience” or absence. As documents must
19 exist within the normal course of business, and much of what is being sought is
20 statutory damages, Plaintiff cannot in good faith formulate documents to respond to
21 this request as it is worded. Plaintiff further objects to this Request to the extent it
22 seeks privileged materials subject to third-party confidentiality obligations, including
23 agreements with platform licensors. Without waiving the foregoing objections,
24 Plaintiff has already produced documents sufficient for the Defendant to derive this
25 information. The documents are being withheld and are referenced in the privilege
26 log.
27
28

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.
27
28

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.

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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
28

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.

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
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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
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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.

1
2 **OBJECTION TO RFP No. 33:** Subject to and without waiving any further
3 objections. Plaintiff responds as: Plaintiff objects to this Request to the extent it
4 seeks documents relating solely to allegations contained in a superseded complaint
5 that is no longer operative in this action. Discovery must be directed to the claims
6 and allegations set forth in the operative amended complaint. To the extent this
7 Request does not seek documents relevant to any claim or defense in the operative
8 pleading, no responsive documents will be produced.
9

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

11 Communications from September 2020 to the present in support of Your contention
12 that the first suit You received from Rokoko was faulty and needed replacement on arrival,
13 as alleged on page 20 of Your Complaint.
14

15
16 **OBJECTION TO RFP No. 34:** 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 claims and allegations contained in a superseded
19 complaint that is no longer operative in this action. Discovery must be directed to
20 the claims and allegations set forth in the operative amended complaint. To the
21 extent this Request does not seek documents relevant to any claim or defense in the
22 operative pleading, no responsive documents will be produced.
23

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

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

OBJECTION TO RFP No. 38: 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:

1. WALSH002407 - WALSH002415
2. WALSH002453
3. WALSH001672 - WALSH001736
4. WALSH000003 - WALSH000008
5. WALSH000832 - WALSH000833

REQUEST FOR PRODUCTION NO. 39:

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

OBJECTION TO RFP No. 39: 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). To the extent the Request seeks “communications,” Plaintiff objects that the term is defined by Defendant in an overbroad manner that encompasses virtually any exchange of information, including oral conversations, technical exchanges, and file transfers over an extended time period, rendering the Request disproportionate to the needs of the case under Rule 26(b)(1). Subject to and without waiving these objections, Plaintiff identifies the following documents that may be responsive to the subject matter referenced in this Request in RFP No. 38.

REQUEST FOR PRODUCTION NO. 40:

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

OBJECTION TO RFP No. 40: 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 phrase “documents relating to” is overly broad and fails to describe the requested materials with reasonable particularity as required Rule 34(b)(1)(A).

REQUEST FOR PRODUCTION NO. 41:

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

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

1 further objects that the phrase “documents relating to” is overly broad and fails to
2 describe the requested materials with reasonable particularity as required by Rule
3 34(b)(1)(A). Subject to and without waiving these objections, Plaintiff identifies the
4 following documents that may be responsive to the subject matter referenced in this
5 Request:

- 6 1. WALSH000003 - WALSH000008
- 7 2. WALSH002416 - WALSH002503
- 8 3. WALSH001672 - WALSH001736
- 9 4. WALSH000003 - WALSH000008

10
11 **REQUEST FOR PRODUCTION NO. 43:**

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

15
16 **OBJECTION TO RFP No. 43:** Subject to and without waiving any further
17 objections. Plaintiff responds as: Plaintiff objects to this Request because it is
18 premised on allegations contained in a superseded complaint that is no longer
19 operative in this action. Discovery must be directed to the claims and defenses set
20 forth in the operative amended complaint under Rule 26(b)(1). Plaintiff further
21 objects that the phrase “documents supporting your contention” is vague and
22 ambiguous because it requires Plaintiff to speculate as to which documents
23 Defendant believes “support” a particular characterization of events rather than
24 describing documents with reasonable particularity as required by Rule 34(b)(1)(A).
25 Subject to and without waiving these objections, Plaintiff identifies the following
26
27
28

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

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

REQUEST FOR PRODUCTION NO. 46:

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

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

REQUEST FOR PRODUCTION NO. 47:

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

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

REQUEST FOR PRODUCTION NO. 48:

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

OBJECTION TO RFP No. 48: 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,

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.

24
25
26 **REQUEST FOR PRODUCTION NO. 50:**

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

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

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

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

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*.

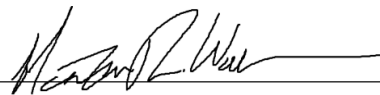
ANSWER TO RFP No. 59 – Subject to and without waiving any further objections. Plaintiff responds as: Plaintiff objects to this Request on the grounds that it is vague and ambiguous, including with respect to the undefined term “testifying expert”. It seems that the question is designed to force a particular 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

REQUEST FOR PRODUCTION NO. 60:

Transcripts from any testimony You have provided 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. 60 – 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 DATED: March 6, 2026

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4 Matthew R. Walsh
5 Plaintiff in pro per
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REED SMITH LLP
A limited liability partnership formed in the State of Delaware

EXHIBIT F



Driving progress
through partnership

Katherine J. Ellena
Direct Phone: +1 213 457 8254
Email: kellena@reedsmith.com

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515 S. Flower Street
Suite 4300
Los Angeles, CA 90071
+1 213 457 8000
Fax +1 213 457 8080
reedsmith.com

March 10, 2026

By Electronic Mail

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

Re: Local Rule 37-1 Meet and Confer Regarding Deficient Responses to Rokoko's Requests for Production and Interrogatories

Dear Mr. Walsh,

Pursuant to Local Rule 37-1, Rokoko requests a meet and confer regarding deficiencies in your responses to Rokoko's First Set of Requests for Production of Documents ("RFPs") and your responses to Rokoko's First Set of Interrogatories ("Interrogatories"). Your responses contain numerous improper objections and fail to provide the discovery to which Rokoko is entitled under the Federal Rules of Civil Procedure.

Please provide your availability before March 20, 2026 for a telephonic conference regarding your deficient responses to the RFPs and Interrogatories. If, after meeting and conferring, you will not agree to provide supplementary responses, Rokoko intends to move for an order compelling responses and for all fees and costs incurred with Rokoko's efforts to do so.

Responses to Requests for Production

RFP No. 8 – Social Media Content

RFP No. 8 requests social media content, posts, messages, or direct messages maintained by you relating to Rokoko from January 1, 2019 to the present. You objected on grounds that the request is overbroad, unduly burdensome, a "fishing expedition for impeachment material," and protected by the First Amendment. These objections are without merit.

Under Federal Rule of Civil Procedure 26(b)(1), parties may obtain discovery regarding *any* nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case. Social media content relating to Rokoko is clearly relevant to your claims and Rokoko's defenses in this action. You have placed the nature and extent of your interactions with Rokoko at issue, and any public or private statements you made about Rokoko are directly relevant to the claims you have asserted. Similarly, your First Amendment objection is, at most, a defense you can assert but does not preclude discovery.

Matthew R. Walsh
March 10, 2026
Page 2

ReedSmith

RFP Nos. 25-28 – Documents and Communications Relating to Agreements with Game Publishers

RFP Nos. 25 and 26 seek documents and communications related to your alleged agreements with Nintendo for Next World, and RFP Nos. 27 and 28 seek documents and communications related to your alleged agreements with Sony for Next World. You have objected on confidentiality and privilege grounds and stated that you are “withholding documents and will not produce.”

These objections are improper. These requests are directly relevant to your tortious interference cause of action. You have alleged that Rokoko’s conduct damaged your video game, Next World, and caused you to lose “momentum, economic harm and loss of strategic positioning.” You have specifically alleged that Next World has agreements with Nintendo and Sony yet have repeatedly refused to disclose those agreements. You cannot claim damages arising from lost licensing opportunities while simultaneously withholding the very documents that would establish the nature of those opportunities. Moreover, any objection based on confidentiality grounds is moot in light of the Stipulated Protective Order in this action.

RFP Nos. 34–35 – Documents Relating to the Allegedly Faulty Rokoko Products

RFP Nos. 34 and 35 request documents and communications in support of your contention that the first suit you received from Rokoko was faulty and needed replacement on arrival. You have refused to produce any documents on the basis that this allegation appeared in a “superseded complaint that is no longer operative in this action.”

This objection is meritless. The fact that an allegation appeared in a prior version of your Complaint does not make the underlying documents irrelevant. The condition of the Rokoko product you received and your communications regarding its alleged defects remain relevant to your claims for damages and Rokoko’s defenses. To the extent you will agree to withdraw all allegations regarding whether the suit that you purchased from Rokoko was “faulty”, please immediately confirm. In the absence of such a withdrawal, Rokoko is entitled to discovery in response to these requests.

RFP Nos. 45–46 – Communications with Private Investigators

RFP Nos. 45 and 46 request communications and documents exchanged between you and any private investigator relating to Rokoko. You have objected on grounds of relevance, overbreadth, and work product protection.

These communications are relevant because they may reveal the factual basis for your claims, what information you sought to obtain about Rokoko, and when you obtained it. If you hired a private investigator to gather evidence relating to Rokoko, communications regarding that investigation could contain admissions, demonstrate your knowledge and intent, or reveal inconsistencies with your current allegations.

Moreover, your invocation of the work product doctrine is improper. Rule 26(b)(3) of the Federal Rules of Civil Procedure only protects materials “prepared in anticipation of litigation or for trial by or for another party or its representative.” Fed. R. Civ. P. 26(b)(3)(A) (emphasis added). As a pro se litigant,

Matthew R. Walsh
March 10, 2026
Page 3

ReedSmith

you are not represented by an attorney, and your own investigative efforts do not constitute “attorney work product.” The work product doctrine exists to protect the mental impressions, conclusions, opinions, and legal theories of an attorney; it does not shield a party’s own factual investigation from discovery. *See Pierce v. Peters*, 2025 WL 3238262, at *4–5 (D. Or. Nov. 19, 2025) (holding that work product protection requires materials be prepared “by or for another party or its representative” and that courts do not “extend[] the work product privilege outside the literal bounds of the rule”). Accordingly, any claims of work product protection by you are unfounded.

RFP Nos. 48–54 – Communications with Subpoenaed Third Parties

RFP Nos. 48 through 54 request communications between you and various third parties, including DocuSign, Inc., Trifork US Inc., Naver Z USA, Inc., Internet Archive, Wikimedia Foundation, Corridor Digital, LLC, and any third parties related to subpoenas you served. You have objected on grounds of relevance, work product, and overbreadth.

These objections are meritless. Rokoko is entitled to see your communications with third parties from whom you are seeking discovery in this action. These communications are relevant on their face because they relate directly to discovery in this litigation. Your communications with these parties may reveal what information you sought, what you learned, and how that information shaped your claims against Rokoko. Additionally, communications regarding the scope and purpose of your third-party subpoenas could shed light on your theory of the case and the factual basis for your allegations.

As with RFP Nos. 45–46, your invocation of the work product doctrine is improper. Rule 26(b)(3) protects only materials prepared “by or for another party or its representative,” and as a pro se litigant, your own communications and investigative efforts are not protected attorney work product. *See Pierce v. Peters*, 2025 WL 3238262, at *4–5 (D. Or. Nov. 19, 2025).

RFP Nos. 57–60 – Documents Relating to Your Prior Expert Experience

RFP Nos. 57 through 60 request documents relating to your work as an expert consultant and testifying expert, including expert reports and transcripts from prior testimony. You objected that the request is “overbroad” and would require production of “greater than five million pages” of materials.

This objection is insufficient to prevent discovery into these materials. You placed your qualifications as an expert at issue in ECF No. 74 and through your March 8, 2026 “expert report” in this action. Federal Rule of Civil Procedure 26(a)(2)(B)(v) specifically requires experts who provide written reports to disclose “a list of all other cases in which, during the previous 4 years, the witness testified as an expert at trial or by deposition,” as well as a list of “all publications authored in the past 10 years.” Furthermore, under Federal Rule of Civil Procedure 26(b)(4), a plaintiff who previously served as an expert witness and now seeks damages based on that same expertise typically waives work product protection for materials related to their expert testimony. Your claim that production would be voluminous does not excuse your discovery obligations. Under Rule 26(b)(2)(B), if you contend that responsive materials are not reasonably accessible because of undue burden or cost, you bear the burden of demonstrating that the materials are not reasonably accessible. You have not met that burden.

Matthew R. Walsh
March 10, 2026
Page 4

ReedSmith

Responses to Interrogatories

General Objection – Rokoko’s Alleged Discovery Failures

In your responses to Interrogatory Nos. 1, 2, 3, 5, 6, 8, 9, and 10, you repeatedly object that “Rokoko has failed to comply with its discovery obligations” and that you cannot fully respond without documents from Rokoko. This is not a valid basis for refusing to respond to interrogatories. “Numerous courts have held that Rule 26(d) prohibits a party from delaying or withholding discovery on the basis that the party has not obtained responses to its own discovery request.” *Thomson v. Persistence Techs. BVI Pte Ltd.*, No. 2:23-cv-04669-MEMF-MAR, 2025 LX 458942, at *16 (C.D. Cal. Oct. 10, 2025); *see also Fresenius Med. Care Holding, Inc. v. Baxter Int’l, Inc.*, 224 F.R.D. 644, 653 (N.D. Cal. 2004) (“[n]or may a party condition its compliance with its discovery obligations on receiving discovery from its opponent.”).

Each party’s discovery obligations are independent. Rokoko’s alleged failure to produce documents (which Rokoko disputes) does not excuse you from answering interrogatories seeking information within your own knowledge. You are required to respond to the extent you are able based on information currently available to you and to supplement your responses as additional information becomes available under Rule 26(e). You cannot refuse to provide any substantive response based on a purported discovery dispute with the opposing party.

Moreover, as the Plaintiff in this action, you bear the burden of proving your claims, including your damages. Should you continue to refuse to produce information that you have the burden to prove on this basis, Rokoko will seek summary disposition that you do not provided evidence to support your claims, including your damages.

Interrogatory Nos. 1–2 – Damages

Interrogatory No. 1 asks you to state with specificity all damages you claim Rokoko is liable for, including the type and amount of each. Interrogatory No. 2 asks you to state all facts supporting your calculations for each type of damage. Your responses consist entirely of objections based on Rokoko’s alleged discovery failures.

These responses are woefully inadequate. As the party asserting claims for damages, you are required to identify the damages you seek and the factual basis for those damages. This is information within your own knowledge, and you cannot refuse to provide it by pointing to alleged deficiencies in Rokoko’s document production. Rokoko is entitled to know the facts supporting your damages claims. If you continue to refuse to disclose the basis for your damages, Rokoko intends to move for summary judgment on the grounds that there is insufficient evidence. *See Celotex Corp. v. Catrett*, 477 U.S. 317 (1986); *see also Cabo Distributing Co., Inc. v. Brady*, 821 F.Supp. 601, 607 (1992) (a defendant need only demonstrate the “insufficiency of the plaintiff’s evidence” to obtain summary judgment)

Matthew R. Walsh
March 10, 2026
Page 5

ReedSmith

Interrogatory Nos. 6–7 – Facts Supporting Your Claims

Interrogatory No. 6 asks you to state all facts supporting your contention that Rokoko anonymized your metadata with knowledge or intent to conceal infringement. Interrogatory No. 7 asks you to state all facts supporting your contention that your Rokoko products were faulty and needed replacement on arrival. Your response to Interrogatory No. 6 provides no substantive response and cites Rokoko’s alleged discovery failures for your inability to respond. Your response to Interrogatory No. 7 references only the Complaint and “exhibits” without specificity.

These responses are inadequate. Rokoko is entitled to know the facts supporting your claims. If you have no facts supporting these contentions beyond what is in your Complaint, you may say so. But you may not simply object or provide non-responsive answers. As with your refusal to provide a response to Interrogatory Nos. 1 and 2, continued refusal to disclose basic facts in support of your claims will enable Rokoko to move for summary judgment on the grounds of insufficient evidence.

Interrogatory Nos. 9–10 – Persons with Knowledge

Interrogatory No. 9 asks you to identify all persons you contend have personal knowledge of the allegations in your Complaint. Interrogatory No. 10 asks you to identify all persons from whom you have obtained statements relating to Rokoko that you intend to rely on in this action. Your responses object based on Rokoko’s alleged discovery failures and claim the requests are “overly broad.”

These responses are inadequate. Rokoko is entitled to know the identity of individuals with knowledge of your claims and individuals whose statements you may rely upon at trial or in support of your claims. This is fundamental discovery to which Rokoko is entitled. “There is no reason [a party] should not identify . . . any witnesses whom [it] know[s] have information that supports or contradicts any of the controverted allegations” in its pleadings. *In re Convergent Techs. Sec. Litig.*, 108 F.R.D. 328, 340 (N.D. Cal. 1985).

* * * * *

Rokoko reserves all rights.

Best,



Katherine J. Ellena
Reed Smith LLP

KJE:jv

EXHIBIT G

Anderson, Gilda S.

From: matthew@winteryear.com
Sent: Tuesday, March 10, 2026 6:15 PM
To: Valencia, Heather R.
Cc: Ellena, Katherine J.; Gorospe, Valentino; Graue, Emily H.; Galibois, Michael B.
Subject: RE: Local Rule 37-1 Meet and Confer Regarding Deficient Responses to Rokoko's Requests for Production and Interrogatories
Attachments: Walsh - 2025-11-03 First Set of ROGs to Walsh.docx

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

Counsel,
That was a draft from an old file! I have several drafts floating around.

I apologize for that.

Please see attached.

Thank you
Matthew R. Walsh

From: Valencia, Heather R. <HValencia@ReedSmith.com>
Sent: Tuesday, March 10, 2026 4:43 PM
To: matthew@winteryear.com
Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Gorospe, Valentino <VGorospe@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>
Subject: Local Rule 37-1 Meet and Confer Regarding Deficient Responses to Rokoko's Requests for Production and Interrogatories

Good afternoon,

Please see the attached correspondence.

Thank you,

Heather Valencia

Assistant to Katherine Ellena

Reed Smith LLP

515 South Flower Street, Suite 4300

Los Angeles, CA 90071-1514

Direct 213.457.6458 | hvalencia@reedsmith.com

Main 213.457.8000 | Fax 213.457.8080

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RSUSv12021

EXHIBIT H

Katherine J. Ellena (SBN 324160)
kellena@reedsmith.com REED
SMITH LLP

515 South Flower Street, Suite 4300

Los Angeles, CA 90071-1514 Telephone: +1 213 457 8000

Facsimile: +1 213 457 8080

Michael B. Galibois (*pro hac vice*) mgalibois@reedsmith.com

Emily Graue (*pro hac vice*) egraue@reedsmith.com

Reed Smith LLP

10 South Wacker Drive, 40th Floor

Chicago, IL 60606-7507

Telephone: +1 312.207 1000

Facsimile: +1 312.207 6400

Attorneys for Defendant, Rokoko Electronics

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

MATTHEW R. WALSH

Plaintiff,

vs.

ROKOKO ELECTRONICS, and
DOES 1 through 50, inclusive,

Defendant.

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

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

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

State Court Action Filed: May 12, 2025

Removal Date: June 12, 2025

Trial Date: None

PROPOUNDING PARTIES: Defendant ROKOKO ELECTRONICS

RESPONDING PARTIES: Plaintiff MATTHEW R. WALSH

SET: ONE (1)

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

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant 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.

DEFINITIONS

For these Interrogatories, the following definitions will apply:

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.

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

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

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

6. “Person” or “Persons” shall mean, without limitation, any natural person, company, firm, syndicate, sole proprietorship, partnership, corporation, limited liability company, limited liability partnership, joint venture, association, trust, financial institution,

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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.

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INTERROGATORIES INTERROGATORY

NO. 1:

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

ANSWER:

Subject to and without waiving any further objection, Plaintiff responds as:

1. Tortious Interference:
 - a. \$55,000,000.00 - \$75,000,000.00 market value based on detailed market comp studies.
2. Misappropriation
 - a. (853 animations × 5 segments minimum (per Rokoko admissions)) = **(4,265 individually valuable works)** × [min stat. \$750 | max stat. \$150,000] = [min total \$3,198,750 | max total \$639,750,000]
3. Infringement
 - a. (853 animations × 5 segments minimum (per Rokoko admissions)) = **(4,265 individually valuable works)** × [min stat. \$750 | max stat. \$150,000] = [min total \$3,198,750 | max total \$639,750,000]
4. DMCA 1202 / CMI stripping
 - a. (853 animations × 5 segments minimum (per Rokoko admissions)) = **(4,265 individually valuable works)** × [min stat. \$2,500 | max stat. \$25,000] = [min total \$10,662,500 | max total \$106,625,000]
5. RICO
 - a. Treble damages on **recoverable** racketeering injury pursuant to 18 U.S.C. §1964(c).

INTERROGATORY NO. 2:

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

ANSWER:

Subject to and without waiving any further objection, Plaintiff responds as: Already
detailed in 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.

ANSWER:

Subject to and without waiving any further objection, Plaintiff responds as:

The simplest causal chain is: firmware → suits dead → animation capture impossible
→ production pipeline collapses → staff released → development stops → contracts
disrupted → release window lost → platform redevelopment required

The detailed answer is:

1. Rokoko was always aware of my contracts since before I knew who Rokoko was.
A fan of The Next World had reached out to Rokoko on his own accord hoping to
get me a sponsorship deal through Rokoko. We spoke, Rokoko gave me the 'largest
discount ever' after hearing what celebrities and agreements I had.
2. Within a year of having the equipment, Rokoko announced they had already
produced it's successor (I would have waited if I had notice of this).

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3. In 2022, Rokoko hatched the plan to harvest user I.P. and provide it to investors/sublicense it and sell it to third parties despite having no license to do so.
4. Gen1 animations were not great and cost a lot of time and money to clean up. Gen2 apparently increased the fps of the animations 3-fold and solved a lot of issues.
5. Rokoko had a problem – they were harvesting actively already from 2022 forward at a minimum; however, “good” data from gen 2 was coming in with “not so good” motion data from gen 1 suits and they already told customers in writing – all updates from now on will be **optional**.
6. In 2023, Rokoko started releasing disruptive firmwares. I complained – a lot – they made excuses as to the cause. Having left their developer tools on my PC in the recycle bin, I was able to take the old firmware file, load it into my suit and get them working again (despite Rokoko saying it was failed *wires*).
7. Rokoko then in 2024, around the same time they announced gen 1 suits would be end of life -- released what I call a **mandatory** ‘poison firmware’ update designed to destroy all gen 1 suits, which it seems to have done. Developer logs confirm this knowledge prior to release. ‘Warning: will break compatibility with older suit hub + glove FW’s’.
8. Rokoko blamed that the “wires” in the suit went bad to not just to me, but most customers having the issue and required remote support sessions to look at log files.
9. I discovered the logs indicate -- not wire issues – but firmware based sensor and hub failures due to that very firmware, and further that Rokoko never needed logs – they received the diagnostic information secretly without prompt. They simply ‘pretended’ the issue was something else that would never fix the problem (according to the internet – to other customers as well); so that they could run out warranty periods (it took 1-2 months each time to get someone to assist) or simply force sale of new hardware as the only avenue.
10. Beyond this, the animations created in Rokoko Studio were uploaded to the cloud and Rokoko silently removed the local file repository. Which means: you create an

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animation, they take it, the local files no longer exist on your computer and to have access to them even to back up or retrieve you have to log in and accept whatever new terms they decide to enact, in this case – retroactive sweeping rights over all IP. As I refuse to accept that agreement, my work is lost.

11.The aforementioned is the basis of Tortious Interference.

12.The other damages are for misappropriation and infringement of my intellectual property (animations) and CMI stripping of those same animations to remove my identifying information as the other, creator, owner and physical acting participant.

13.I have shown through vast forensic evidence that Rokoko has been collecting this data since at least 2022 in older software versions, with no license to do so until *after I was no longer a customer* (enacted in March 30, 2025).

14.I even copied my animations to a different area and called them ‘WILLROKOKOTAKETHIS’ and ‘PLEASE DON’T TAKE THIS ROKOKO’ along with other names. The forensic evidence and video evidence I provided show that they did in fact take those animations and did provide a technical confirmation that it was received.

15.Further, Rokoko’s own March 30, 2025 terms admit they do so; as does Rokoko’s website, 2022 pitch deck, present-day marketing materials, website live counter, licensing and sale pages, and so on.

16.As to the RICO damages:

17.The 2022 pitch deck, the investors who bought equity stake because of it, the continued use of the animations by those same investors and Rokoko qualify as an association in fact enterprise considering the RICO predicate acts.

18.Causal Chain of Tortious Interference:

- a. Rokoko motion capture suits were the only hardware used to capture movement for the production.
- b. Those suits were required to continue.
- c. The suits were an integrated part of the production pipeline, not something that can be swapped overnight to another manufacturer.

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- d. I have already used Rokoko's top competitors, Rokoko was the last and final suit-based motion capture solution I would ever use, if it was not successful, the next option was about \$100,000 and would require fixed installation in a facility I'd have to rent.
- e. There was absolute reliance on their product.
- f. When the firmware killed the suits, the development was paused.
- g. When Rokoko spent seven months arguing instead of providing parts, repair or replacement – development outright stopped. Too much time had passed, the damage was done.
- h. The game could not be released because:
 - i. The Rokoko suits were dead due to that firmware update. Aside from Rokoko, there was no other product to move to without spending \$100k+ on optical equipment and renting a large building to host the equipment (about \$8,000/month in LA rent (2000 sqft @ \$4/sqft))
 - ii. There was no way to capture animations any longer.
 - iii. Without motion capture suits, the on-set motion actors had to be let go.
 - iv. With no on-set motion actors performing movements and scratch vocals, the voice actors had to be let go.
 - v. Without animations, there was nothing for the rigger or animators to do, they were let go.
 - vi. Without a rigger or animator, there was no point to continue manufacturing 3d props or characters as they are essentially useless without rigging or animating. The 3d artists were let go.
 - vii. Without that team, no further game development could occur.
 - viii. Without further game development, no scenes are being performed, so soundtracking cannot be done, Ron Wasserman had to be let go. Performance of my portion of his contract included a percentage of the revenue from the sale of the game.

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- ix. The cascade continues on to the point where all contracts were disrupted in some way.
- x. Even if development *could have continued*; the release window was gone as GTA6 was announced and *no game can release in it's wake* and expect any semblance of attention.
- xi. Further, Nintendo and Sony's platforms are EOL; the game now has to have massive re-development and re-approval to be released on the new Platforms. Hundreds of thousands of dollars and thousands of hours at a minimum.

19. Basic facts supported by the RFP's:

- a. This was a massive production. A "Watch Dogs" (Ubisoft) scale game, far exceeding that games complexity.
- b. The game is real.
- c. The game is playable.
- d. Nintendo Switch builds exist.
- e. Sony builds exist.
- f. PC builds exist.
- g. The scale of work involved is immediately evident to anyone who understands what making a game takes.
- h. There were multiple tens of thousands of hours invested in the production and high costs which cannot be easily calculated at this time.
- i. There were two books finished.
- j. There was another companion game finished.
- k. There were three designs of shirts produced.
- l. There were celebrity contracts.
- m. Those contracts were executed.
- n. Many of those contracts were performed.
- o. Many of those contracts were disrupted.

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- p. The number of animations presently is 853 and growing as I continue cataloging them in one place.
- q. There were hundreds of actors involved as extras which, per our agreement, were to get IMDB credit once their voices were used.
- r. Those agreements have been disrupted.
- s. I do have contracts with Sony and Nintendo and Valve.
- t. I do have the Sony PS5 developer hardware on my desk.
- u. I do have the Nintendo Switch developer hardware on my desk.
- v. Sony did suspend me from being a developer due to no game being released.
- w. Nintendo is, in fact, not extending my agreement to the Switch 2 at this time.
- x. Nintendo Switch is end-of-life.
- y. My game will not run on Switch 2 without a lot of redevelopment.
- z. Sony PS5 is nearing end-of-life.
- aa. My game will not run on PS5 without a lot of redevelopment.
- bb. Through Rokoko's own materials, they admitted to not only the existence of the destructive firmware, but also that the firmware damaged those suits.
- cc. Additionally through Rokoko's own materials, they admitted to planning – then performing harvesting of my intellectual property to profit from it without license.
- dd. There was no license in 2020, 2021, 2022, 2023, 2024 or before March 30, 2025.
- ee. The exact amount of damage is defined in Interrogatory No. 1

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.

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ANSWER:

Subject to and without waiving any further objection, Plaintiff responds as:

The simple chain is:

hardware failure → attempted parts, repair, replacement → attempted dispute
resolution → cascading consequences → alternative commercialization to film

The detailed answer is:

1. Attempting to buy parts to repair the sensors and hub.
2. Seven months of attempting to get Rokoko to repair, replace or provide parts so
I could get back to work and keep my contracts performing.
3. Multiple threats of litigation.
4. Small Claims Court
5. ODR
6. Arbitration (which they initiated and did not appear for)
7. State Court
8. Looked into alternate motion capture systems, which were far too cost
prohibitive. I had already used the other Rokoko-style competitors and was not
interested in going back to any of them.
9. Federal Court
10. Notifying Rokoko many times that the tortious interference claim could be
stopped by providing replacement hardware immediately. – ignored.

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11. Multiple settlement discussions during this time

12. By this point, the damage had been done and there was no further mitigation possible:

- a. Contractors were furloughed so work halted.
- b. Developer account with Sony suspended
- c. Valve was very unhappy with the missed deadline citing it was unfair to others that I remained 'coming soon' for so long and that it is against TOS to squat at a chart position
- d. Nintendo lot check deadlines missed.
- e. Early tv series talks fizzled because they expected a tandem game release as a main driver of value.
- f. Nintendo Switch was declared end-of-life
- g. Nintendo Switch 2 developer agreements are separate and I cannot qualify without a series of requirements I cannot meet using the now-outdated technology and graphics stacks The Next World is built on (in simple terms, they don't want Switch 1 games being haphazardly released on Switch 2 as it's a different and much more capable platform)
- h. Sony announced PS5 is becoming EOL and PS6 is forthcoming.
- i. Microsoft requires *a lot* for a Unreal Engine release (they favor Unity) - almost akin to a wholly perfect game ready to release. Due to the aforementioned, that became impossible.

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13. Once it became clear that litigation was going to continue and Rokoko had no interest in resolving the matter in any other way, I put the characters, designs, story, script and concept into production as a very ambitious short film & a corresponding tv pilot (to attempt to rekindle interest in the early talks for a series that had occurred). That production is presently ongoing, we film in April.

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.

ANSWER:

Subject to and without waiving objections, Plaintiff responds as: Plaintiff objects to this request to the extent that it was asked and answered in ROG #3 and extensively in RFP's.

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.

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ANSWER:

Subject to and without waiving any further objection, Plaintiff responds as: Plaintiff objects to this request to the extent that it was asked and answered in ROG #3 and extensively in RFP's.

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.

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23 **INTERROGATORY NO. 8:**

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

ANSWER:

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).

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Plaintiff further objects to the extent this Request seeks materials protected by the work product doctrine, including investigative materials prepared in anticipation of litigation.

INTERROGATORY NO. 9:

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

ANSWER:

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. Plaintiff further objects as the request is overbroad in scope. Discovery must be directed to the claims and defenses set forth in the operative amended complaint under Rule 26(b)(1).

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INTERROGATORY NO. 10:

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

ANSWER:

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Subject to and without waiving any further objections, and while reserving the right to amend this answer, Plaintiff responds as:

1. Matthew R. Walsh, matthew@winteryear.com, (661) 644-0012
2. Grettir Olaffsson, grettiro@gmail.com, (323) 445-9365

8
9 DATED: November 3, 2025

REED SMITH LLP

10
By



11 Katherine

Ellena

12 Michael Galibois (*pro hac vice*)

Emily Graue (*pro hac vice*)

13
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.

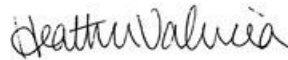
On November 3, 2025, I served the following document(s) by the method indicated below:

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 11 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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CERTIFICATE OF SERVICE

EXHIBIT I

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

Katherine J. Ellena (SBN 324160)
kellena@reedsmith.com
REED SMITH LLP
515 South Flower Street, Suite 4300
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Telephone: +1 312.207 1000
Facsimile: +1 312.207 6400

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

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

MATTHEW R. WALSH

Plaintiff,

vs.

ROKOKO ELECTRONICS

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 ADMISSION TO
PLAINTIFF MATTHEW R. WALSH**

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

PROPOUNDING PARTIES: Defendant ROKOKO ELECTRONICS

RESPONDING PARTIES: Plaintiff MATTHEW R. WALSH

SET: ONE (1)

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

DEFINITIONS

For these Requests, the following definitions will apply:

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

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

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

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

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,

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.
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REQUEST FOR ADMISSION NO. 5:

Admit that You used Rokoko Products in calendar year 2022.

REQUEST FOR ADMISSION NO. 6:

Admit that You used Rokoko Products in calendar year 2023.

REQUEST FOR ADMISSION NO. 13:

Admit that You used Rokoko Products in calendar year 2024.

REQUEST FOR ADMISSION NO. 7:

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

REQUEST FOR ADMISSION NO. 8:

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

REQUEST FOR ADMISSION NO. 9:

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

REQUEST FOR ADMISSION NO. 10:

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

REQUEST FOR ADMISSION NO. 11:

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

REQUEST FOR ADMISSION NO. 12:

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

REQUEST FOR ADMISSION NO. 13:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Developer Portal prior to March 2023.

REQUEST FOR ADMISSION NO. 40:

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

REQUEST FOR ADMISSION NO. 41:

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

REQUEST FOR ADMISSION NO. 42:

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

REQUEST FOR ADMISSION NO. 43:

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

REQUEST FOR ADMISSION NO. 44:

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

REQUEST FOR ADMISSION NO. 45:

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

REQUEST FOR ADMISSION NO. 46:

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

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.

REQUEST FOR ADMISSION NO. 56:

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

REQUEST FOR ADMISSION NO. 57:

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

REQUEST FOR ADMISSION NO. 58:

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

REQUEST FOR ADMISSION NO. 59:

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

REQUEST FOR ADMISSION NO. 60:

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

REQUEST FOR ADMISSION NO. 61:

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

REQUEST FOR ADMISSION NO. 62:

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

REQUEST FOR ADMISSION NO. 63:

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

REQUEST FOR ADMISSION NO. 64:

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

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.

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REQUEST FOR ADMISSION NO. 84:

Admit that You made one or more public posts about Rokoko on social media platforms other than Reddit.

REQUEST FOR ADMISSION NO. 85:

Admit that any delays in Next World's production were caused by your own failure to mitigate delays or continue production notwithstanding Your inability to use Rokoko's equipment.

REQUEST FOR ADMISSION NO. 86:

Admit any delays to Next World's production would have been mitigated by the purchase of another motion-capture suit.

REQUEST FOR ADMISSION NO. 87:

Admit that Next World's production is not solely dependent on animation.

REQUEST FOR ADMISSION NO. 88:

Admit that the evidence of "merchandise deals" attached to Your Amended Complaint as Exhibit 53 is not evidence of payment or orders.

REQUEST FOR ADMISSION NO. 89:

Admit that You have no receipts, contracts, paystubs, or other proof of the books and merchandise as portrayed in Exhibit 53 of Your Complaint.

REQUEST FOR ADMISSION NO. 90:

Admit that motion-capture suits like the one You purchased from Rokoko are available for purchase from other vendors.

DATED: April 7, 2026

REED SMITH LLP

By /s./ Katherine Ellena

Katherine Ellena

Michael Galibois

Emily Graue

Attorneys for Defendant

Rokoko Electronics

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 J

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

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Attorneys for Defendant,
Rokoko Electronics

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

MATTHEW R. WALSH

Plaintiff,

vs.

ROKOKO ELECTRONICS, and
DOES 1 through 50, inclusive,

Defendant.

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

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

**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

PROPOUNDING PARTIES: Defendant ROKOKO ELECTRONICS

RESPONDING PARTIES: Plaintiff MATTHEW R. WALSH

SET: TWO (2)

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

DEFINITIONS

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

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

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

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

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.

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

REQUEST FOR PRODUCTION NO. 68:

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

REQUEST FOR PRODUCTION NO. 69:

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

REQUEST FOR PRODUCTION NO. 70:

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

REQUEST FOR PRODUCTION NO. 71:

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

REQUEST FOR PRODUCTION NO. 72:

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

REQUEST FOR PRODUCTION NO. 73:

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

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.

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

1 scripts, lookbooks, and any presentations prepared for potential buyers, networks,
2 streaming platforms, or production companies.

3 **REQUEST FOR PRODUCTION NO. 92:**

4 All Documents drafted or signed by You and submitted to the court in *Ronald*
5 *Radke v. Brittany Furlan*, Case No. 26STRO00192 in the Los Angeles County Superior
6 Court of the State of California, including but not limited to transcripts, written reports
7 or declarations, and any other written materials submitted to the court.

8
9 DATED: April 7, 2025

REED SMITH LLP

10
11 By /s/ Katherine Elena

12 Katherine Ellena

13 Michael Galibois (*pro hac vice*)

14 Emily Graue (*pro hac vice*)

15 *Attorney for Defendant*

16 *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 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 K

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

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

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

MATTHEW R. WALSH

Plaintiff,

vs.

ROKOKO ELECTRONICS

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 ADMISSION TO
PLAINTIFF MATTHEW R. WALSH**

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

PROPOUNDING PARTIES: Defendant ROKOKO ELECTRONICS

RESPONDING PARTIES: Plaintiff MATTHEW R. WALSH

SET: ONE (1)

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

DEFINITIONS

For these Requests, the following definitions will apply:

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

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

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

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

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,

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

27 **RESPONSE:** Admit

28

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

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

3
4 **RESPONSE:** Admit

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

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

8
9 **RESPONSE:** Admit

10
11 **REQUEST FOR ADMISSION NO. 6:**

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

13
14 **RESPONSE:** Admit

15
16 **REQUEST FOR ADMISSION NO. 7:**

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

18
19 **RESPONSE:** Admit

20
21 **REQUEST FOR ADMISSION NO. 8:**

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

23
24 **RESPONSE:** Objection. The phrase “ceased using Rokoko Products” is vague
25 and ambiguous as to the scope of “using,” including whether it refers to
26 functional use, diagnostic activity, log generation, or other non-operational
27 interactions.

28 Subject to and without waiving these objections, Plaintiff responds: **Admitted.**

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

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

4
5 **RESPONSE:** Objection. The phrase “stated to Rokoko” is vague and ambiguous
6 as to the method, date, and recipient of the alleged communication, including whether
7 it refers to any specific email, support ticket, or other correspondence. After a
8 reasonable inquiry, Plaintiff cannot find any record to admit or deny good faith. The
9 request is further vague as to “for the first time.”

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

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

14
15 **RESPONSE:** Denied.

16
17
18 **REQUEST FOR ADMISSION NO. 11:**

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

22
23 **RESPONSE:** Objection. The request is vague and ambiguous as to the specific
24 installer, version, and time period at issue, and as to the manner in which the 2020
25 License was allegedly presented and accepted. Plaintiff lacks knowledge or information
26 sufficient to admit the request as stated. Plaintiff further objects as the definition of
27 “Rokoko Studio” improperly conflates multiple distinct products and services,
28 including Legacy software, cloud services, and platform components, each governed by

1 different functionality and terms. As framed, the request is vague, ambiguous, and
2 overbroad. Plaintiff cannot admit or deny without clarification as to which specific
3 system is at issue. Subject to and without waiving these objections, Plaintiff responds:
4 Denied.

5
6 **REQUEST FOR ADMISSION NO. 12:**

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

9
10 **RESPONSE:** Objection. The request is vague and ambiguous as to the phrase
11 “for the first time,” including what constitutes a “statement,” the method of
12 communication, and the identity of the recipient. Plaintiff further objects as the
13 definition of “Rokoko Studio” improperly conflates multiple distinct products and
14 services, including Legacy software, cloud services, and platform components, each
15 governed by different functionality and terms. As framed, the request is vague,
16 ambiguous, and overbroad. Plaintiff cannot admit or deny without clarification as to
17 which specific system is at issue. Subject to and without waiving these objections,
18 Plaintiff responds: Denied.

19
20
21 **REQUEST FOR ADMISSION NO. 13:**

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

24
25 **RESPONSE:** Objection. The request is vague and ambiguous as to the specific
26 installer, version, time period, and which “2020 License” is being referenced, including
27 any variations thereof, as well as the manner in which the license was allegedly
28 presented and reviewed. Subject to and without waiving these objections, Plaintiff states

1 that he lacks knowledge or information sufficient to admit the request as stated and, on
2 that basis, denies the request.

3
4 **REQUEST FOR ADMISSION NO. 14:**

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

8
9 **RESPONSE:** Objection. The request is vague and ambiguous as to the specific
10 installer, version, and time period at issue, and improperly assumes facts not
11 established, including that Plaintiff installed or updated Rokoko Studio software during
12 the time period referenced. The request is further ambiguous as to which “2022 Terms”
13 are being referenced and the manner in which they were allegedly displayed. Plaintiff
14 further objects as the definition of “Rokoko Studio” improperly conflates multiple
15 distinct products and services, including Legacy software, cloud services, and platform
16 components, each governed by different functionality and terms. As framed, the request
17 is vague, ambiguous, and overbroad. Plaintiff further objects as the Defendant
18 mischaracterizes the events and assumes that Plaintiff updated the software at any point.
19 Subject to and without waiving objections, Plaintiff responds as Denied.

20
21 **REQUEST FOR ADMISSION NO. 15:**

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

26 **RESPONSE:** Admitted in part and denied in part. Plaintiff admits that he
27 received an email from Rokoko referencing an update to its Terms of Use. Plaintiff
28 denies that the email was received “on or about February 20, 2025,” and denies the

1 remaining allegations to the extent they are inconsistent with this response.

2
3 **REQUEST FOR ADMISSION NO. 16:**

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

6
7 **RESPONSE:** Objection. The request is vague and ambiguous as to the meaning
8 of “platform-distribution agreement” and “platform distributor,” which are undefined
9 and may encompass multiple types of agreements or relationships. Subject to and
10 without waiving these objections, Plaintiff states that he lacks knowledge or information
11 sufficient to admit the request as stated and, on that basis, Plaintiff responds as: Denied.

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

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

16
17 **RESPONSE:** Objection. The request is vague and ambiguous as to the meaning
18 of “platform-distribution agreement” and “platform distributor,” which are undefined
19 and may encompass multiple types of agreements or relationships. Subject to and
20 without waiving these objections, Plaintiff states that he lacks knowledge or information
21 sufficient to admit the request as stated and, on that basis, Plaintiff responds as: Denied

22
23 **REQUEST FOR ADMISSION NO. 18:**

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

26
27 **RESPONSE:** Objection. The request is vague and ambiguous as to the meaning
28 of “platform-distribution agreement” and “platform distributor,” which are undefined

1 and may encompass multiple types of agreements or relationships. Subject to and
2 without waiving these objections, Plaintiff states that he lacks knowledge or information
3 sufficient to admit the request as stated and, on that basis, Plaintiff responds as: Denied
4

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

6 Admit that as of May 12, 2025, You had no executed platform-distribution
7 agreement for Next World with Microsoft.
8

9 **RESPONSE:** Objection. The request is vague and ambiguous as to the meaning
10 of “platform-distribution agreement” and “platform distributor,” which are undefined
11 and may encompass multiple types of agreements or relationships. Subject to and
12 without waiving these objections, Plaintiff states that he lacks knowledge or information
13 sufficient to admit the request as stated and, on that basis, Plaintiff responds as:
14 Admitted.
15

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

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

20 **RESPONSE:** Objection. The request is vague and ambiguous as to the meaning
21 of “platform-distribution agreement” and “platform distributor,” which are undefined
22 and may encompass multiple types of agreements or relationships. Subject to and
23 without waiving these objections, Plaintiff states that he lacks knowledge or information
24 sufficient to admit the request as stated and, on that basis, Plaintiff responds as: Denied.
25

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

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

1
2 **RESPONSE:** Objection. The request is vague and ambiguous as to the meaning
3 of “platform-distribution agreement” and “platform distributor,” which are undefined
4 and may encompass multiple types of agreements or relationships. Subject to and
5 without waiving these objections, Plaintiff states that he lacks knowledge or information
6 sufficient to admit the request as stated and, on that basis, Plaintiff responds as:
7 Admitted.

8
9 **REQUEST FOR ADMISSION NO. 22:**

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

13
14 **RESPONSE:** Objection: Admission 15 is not about platforms, it’s about e-mails.
15 Plaintiff cannot truthfully admit or deny.

16
17 **REQUEST FOR ADMISSION NO. 23:**

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

20
21 **RESPONSE:** Objection. This request is vague and ambiguous and assumes facts
22 not established, including that Plaintiff “registered” for the Nintendo Developer Portal
23 through a general public process referenced in the request. Further, the Defendant took
24 a similar position in their Motion to Dismiss and when evidence was presented that
25 demonstrated that Nintendo does not engage in commercial relationships with (a) non-
26 companies (individuals) (b) unvetted and unapproved companies; they abandoned this
27 very mischaracterization upon refileing their MTD. The request further mischaracterizes
28 the factual basis of Plaintiff’s relationship with Nintendo by reducing it to ordinary

1 public registration, when that is not how Plaintiff obtained access. Subject to and
2 without waiving these objections, Plaintiff states that he cannot admit the request as
3 phrased and, on that basis, along with the evidence presented responds as: Denied.

4
5 **REQUEST FOR ADMISSION NO. 24:**

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

8
9 **RESPONSE:** Objection. The request mischaracterizes the factual basis of
10 Plaintiff's relationship with Nintendo by reducing it to ordinary public registration,
11 when that is not how Plaintiff obtained access. Further, the Defendant has been made
12 aware repeatedly that the terms of Plaintiff's agreements with Nintendo are confidential,
13 as identified in the privilege log. Subject to and without waiving these objections,
14 Plaintiff states that he cannot admit the request as phrased and, on that basis, along with
15 the evidence presented responds as: Denied.

16
17 **REQUEST FOR ADMISSION NO. 25:**

18 Admit that registration on Sony's developer platform was free and open to any
19 member of the public.

20 **RESPONSE:** Objection. This request is vague and ambiguous and assumes facts
21 not established, including that Plaintiff "registered" for the Sony Developer Portal
22 through a general public process referenced in the request. The request further
23 mischaracterizes the factual basis of Plaintiff's relationship with Sony by reducing it to
24 ordinary public registration, when that is not how Plaintiff obtained access. Subject to
25 and without waiving these objections, Plaintiff states that he cannot admit the request
26 as phrased and, on that basis, along with the evidence presented responds as: Denied.

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

2 Admit that registering on Sony's developer platform did not obligate Sony to
3 publish or distribute Next World.

4
5 **RESPONSE:** Objection. The request mischaracterizes the factual basis of Plaintiff's
6 relationship with Sony by reducing it to ordinary public registration, when that is not
7 how Plaintiff obtained access. Further, the Defendant has been made aware repeatedly
8 that the terms of Plaintiff's agreements with Sony are confidential, as identified in the
9 privilege log. Subject to and without waiving these objections, Plaintiff states that he
10 cannot admit the request as phrased and, on that basis, along with the evidence presented
11 responds as: Denied.

12
13 **REQUEST FOR ADMISSION NO. 27:**

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

16
17 **RESPONSE:** Denied.

18
19 **REQUEST FOR ADMISSION NO. 28:**

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

22
23 **RESPONSE:** Objection. The phrase "suitable for commercial sale" is vague and
24 ambiguous, lacks objective criteria, and calls for a subjective evaluation. Subject to and
25 without waiving these objections, Plaintiff responds: Denied.

26
27 **REQUEST FOR ADMISSION NO. 29:**

28 Admit that, as of May 12, 2025, Next World had not been listed for sale on any

1 digital storefront or retail outlet.

2
3 **RESPONSE:** Denied.

4
5
6 **REQUEST FOR ADMISSION NO. 30:**

7 Admit that You created the TV / streaming series pitch deck attached as Exhibit
8 54 of Your Amended Complaint.

9
10 **RESPONSE:** Admit.

11
12 **REQUEST FOR ADMISSION NO. 31:**

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

16
17 **RESPONSE:** Denied.

18
19 **REQUEST FOR ADMISSION NO. 32:**

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

22
23 **RESPONSE:** Admit

24
25 **REQUEST FOR ADMISSION NO. 33:**

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

1 **RESPONSE:** Denied.

2
3 **REQUEST FOR ADMISSION NO. 34:**

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

6
7 **RESPONSE:** Denied.

8
9 **REQUEST FOR ADMISSION NO. 35:**

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

12
13 **RESPONSE:** Admitted in part and denied in part. Plaintiff admits that, prior to
14 filing the Complaint, he did not provide Defendants with copies of confidential, NDA-
15 protected third-party agreements related to *The Next World*. Plaintiff denies that
16 Defendants were not made aware of such agreements prior to the filing of the Complaint
17 as the Defendants were aware even prior to Plaintiff becoming a customer.

18
19 **REQUEST FOR ADMISSION NO. 36:**

20 Admit that, prior to filing the Complaint on May 12, w, You did not inform
21 Rokoko of any specific economic relationship between You and any identified third-
22 party distributor.

23
24 **RESPONSE:** Denied.

25
26 **REQUEST FOR ADMISSION NO. 37:**

27 Admit that You have never provided Rokoko with a copy of any contract,
28 agreement, term sheet, or letter of intent between You and any third party related to

1 Next World.

2

3 **RESPONSE:** Denied

4

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

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

8

9 **RESPONSE:** Denied

10

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

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

14

15 **RESPONSE:** Denied

16

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

18 Admit that You did not inform Rokoko that You had registered on the Nintendo
19 Developer Portal prior to March 2023.

20

21 **RESPONSE:** Objection. The request is vague and ambiguous as to "registered
22 on the Nintendo Developer Portal" and "inform," and assumes facts not established,
23 including that Plaintiff obtained access through public registration, to the extent that
24 any such registration even exists. The request further mischaracterizes the factual basis
25 of Plaintiff's relationship with Nintendo. Subject to and without waiving these
26 objections, Plaintiff responds: **Denied.**

27

28

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

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

4
5 **RESPONSE:** Objection. The request is vague and ambiguous as to “registered
6 on the Nintendo Developer Portal” and “inform,” and assumes facts not established,
7 including that Plaintiff obtained access through public registration, to the extent that
8 any such registration even exists. The request further mischaracterizes the factual basis
9 of Plaintiff’s relationship with Sony. Subject to and without waiving these objections,
10 Plaintiff responds: Denied

11
12 **REQUEST FOR ADMISSION NO. 42:**

13 Admit that You did not inform Rokoko of any “early talks for a TV series”
14 related to Next World prior to March 2023.

15
16 **RESPONSE:** Admit

17
18 **REQUEST FOR ADMISSION NO. 43:**

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

22
23 **RESPONSE:** Objection. The request is vague and ambiguous as to the meaning
24 of “inform,” “discussions,” and “tangential sales,” and lacks temporal and definitional
25 clarity as to what constitutes such discussions. The request is further overbroad as to
26 scope, time and communication method. Subject to and without waiving these
27 objections, Plaintiff responds: Denied.

1
2 **REQUEST FOR ADMISSION NO. 44:**

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

6
7 **RESPONSE:** Objection. The request calls for speculation and a legal conclusion
8 regarding Defendants' intent. Subject to and without waiving these objections, Plaintiff
9 responds: **Denied.**

10
11
12 **REQUEST FOR ADMISSION NO. 45:**

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 Sony.

16
17 **RESPONSE:** Objection. The request calls for speculation and a legal conclusion
18 regarding Defendants' intent. Subject to and without waiving these objections, Plaintiff
19 responds: **Denied.**

20
21
22 **REQUEST FOR ADMISSION NO. 46:**

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

26
27 **RESPONSE:** Objection. The request calls for speculation and a legal conclusion
28 regarding Defendants' intent. Subject to and without waiving these objections, Plaintiff

1 responds: **Denied.**

2
3
4 **REQUEST FOR ADMISSION NO. 47:**

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

9
10 **RESPONSE:** Objection. The request calls for speculation and a legal conclusion
11 regarding Defendants' intent. Subject to and without waiving these objections, Plaintiff
12 responds: **Denied.**

13
14
15 **REQUEST FOR ADMISSION NO. 48:**

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

18
19 **RESPONSE:** Denied

20
21 **REQUEST FOR ADMISSION NO. 49:**

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

25
26 **RESPONSE:** Objection. Compound. Plaintiff further objects that the request
27 requires Plaintiff to speculate as to Rokoko's motives "for the purpose of
28 interfering with" . Plainitff further objects that the request is argumentative. The

1 phrase “for the purpose of interfering” Calls for a legal conclusion. Subject to
2 and without waiving objections, Plaintiff responds as: Denied.

3
4 **REQUEST FOR ADMISSION NO. 50:**

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

8
9 **RESPONSE:** Objection. Vague and ambiguous as to the terms “canceled”. That
10 term requires speculating on Defendants’ possible target motives for the wording.
11 Defendant should rephrase the question to be more specific. Plaintiff further objects as
12 “because of any act or omission” calls for a legal conclusion. Subject to and without
13 waiving objections, Plaintiff responds as: Denied.

14
15
16 **REQUEST FOR ADMISSION NO. 51:**

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

19 **RESPONSE:** Objection. Vague and ambiguous as to the terms “terminated” and
20 “relationship”. Those terms together require speculating on Defendants’ possible target
21 motives. Defendant should rephrase the question to be more specific. Plaintiff further
22 objects as “because of any act or omission” calls for a legal conclusion. Subject to and
23 without waiving objections, Plaintiff responds as: Denied.

24
25 **REQUEST FOR ADMISSION NO. 52:**

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

27
28 **RESPONSE:** Objection, vague and ambiguous as to the term “earned” and

1 “consumer sales” and revenue. Plaintiff had provided as Bates No. WALSH002863
2 evidence of about 1,783 records showing preorders for The Next World to consumers.
3 Subject to and without waiving objections, Plaintiff responds as: Denied.

4
5
6 **REQUEST FOR ADMISSION NO. 53:**

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

9
10 OBJECTION: Objection. The request is vague and ambiguous as to “factors,”
11 “contributed,” and the scope of “any delay,” and is impermissibly overbroad as even
12 taking a lunch-break could be considered a delay. Subject to and without waiving these
13 objections, Plaintiff responds: **Denied.**

14
15
16 **REQUEST FOR ADMISSION NO. 54:**

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

19
20 **RESPONSE:** Denied

21
22 **REQUEST FOR ADMISSION NO. 55:**

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

25
26 **RESPONSE:** Plaintiff objects as this request targeting misappropriation is no
27 longer relevant to any claim. Plaintiff further objects as the definition of “Rokoko
28 Studio” improperly conflates multiple distinct products and services, including Legacy

1 software, cloud services, and platform components, each governed by different
2 functionality and terms. As framed, the request is vague, ambiguous, and overbroad.
3 Plaintiff cannot admit or deny without clarification as to which specific system is at
4 issue. Subject to and without waiving these objections, Plaintiff responds: Denied.

5
6 **REQUEST FOR ADMISSION NO. 56:**

7 Admit that You voluntarily uploaded Your motion-capture animation data to
8 Rokoko's platform.

9
10 **RESPONSE: Denied.**

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

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

15
16 **RESPONSE:** Objection. This Request is vague and ambiguous as to "displayed
17 animations" and "from Next World". The terms are vague and ambiguous because
18 Plaintiff did not "display animations", that's not the purpose of the event. Further, the
19 animations are not "from Next World"; if anything they are "from Rokoko's systems"
20 and integrated "into The Next World". The request is harassing insofar that it entirely
21 mischaracterizes Plaintiff's activities to gain a false admission. It further
22 mischaracterizes animations, games, gameplay and how those separate contexts work
23 together. Subject to and without waiving objections, Plaintiff responds as: Denied.

24
25 **REQUEST FOR ADMISSION NO. 58:**

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

1 **RESPONSE:** Denied.

2
3 **REQUEST FOR ADMISSION NO. 59:**

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

6
7 **RESPONSE:** Objection. The request is vague and ambiguous as to “editing” –
8 editing what? Plaintiff further objects as “book storyboards” is vague and ambiguous
9 and does not appear to have any sensible definition, creating a book doesn’t require
10 storyboards, that’s a function of film and cinema. Plaintiff further objects as the scope
11 of materials identified, and is overbroad. Subject to and without waiving these
12 objections, Plaintiff responds: **Denied.**

13
14
15 **REQUEST FOR ADMISSION NO. 60:**

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

18
19 **RESPONSE:** Admitted in part and denied in part. Plaintiff admits that he
20 publicly disclosed limited screenshots and video from *Next World* on social media.
21 Plaintiff denies the remaining allegations.

22
23
24 **REQUEST FOR ADMISSION NO. 61:**

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

27
28 **RESPONSE:** Objection. The request is vague and ambiguous as to “publicly

1 posted animations or trailer,” and assumes facts not established. Subject to and without
2 waiving these objections, Plaintiff responds: **Denied.**

3
4
5 **REQUEST FOR ADMISSION NO. 62:**

6 Admit that the motion-capture animation data You allege Rokoko
7 misappropriated was not subject to any written confidentiality agreement between You
8 and Rokoko.

9
10 **RESPONSE:** Objection. The request is vague and ambiguous and assumes facts
11 not established, including that confidentiality of Plaintiff’s motion-capture data was
12 governed solely by a written agreement “between Plaintiff and Rokoko.” Subject to and
13 without waiving these objections, Plaintiff responds: **Denied.**

14
15 **REQUEST FOR ADMISSION NO. 63:**

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

19
20 **RESPONSE:** Denied.

21
22 **REQUEST FOR ADMISSION NO. 64:**

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

25
26 **RESPONSE:** Objection. The request is vague and ambiguous as to “accepted”
27 (which could include clickwrap, browsewrap, or other forms of assent), the specific
28 “2020 License” (including any versions), and “Rokoko’s platform” (which may refer to

1 distinct products or services). The request also assumes facts not established, including
2 that Plaintiff uploaded motion-capture data to any Rokoko platform. Subject to and
3 without waiving these objections, Plaintiff responds: **Denied.**

4
5
6 **REQUEST FOR ADMISSION NO. 65:**

7 Admit that You voluntarily provided Your motion-capture data to Rokoko
8 through Your use of Rokoko Studio software.

9
10 **RESPONSE:** Denied.

11
12 **REQUEST FOR ADMISSION NO. 66:**

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

15
16 **RESPONSE:** Objection. The request is vague and ambiguous as to the phrases
17 “original,” “non-anonymized form,” and “distributed.” The request fails to define
18 whether “distributed” includes synchronization, cloud replication, third-party access,
19 internal platform availability, machine-learning ingestion, derivative processing,
20 telemetry-based transfer, or other forms of dissemination or exposure. The request
21 further fails to define what constitutes “original” or “non-anonymized” motion-capture
22 data in the context of transformed, processed, compressed, metadata-altered, or
23 derivative animation data. Plaintiff further objects that the request assumes Plaintiff
24 possesses complete visibility into Defendant’s internal systems, downstream transfers,
25 third-party integrations, repositories, and methods of handling data, despite Defendant’s
26 failure to comply with Requests for Production seeking the very materials necessary to
27 evaluate and determine such facts.

28 Subject to and without waiving these objections, Plaintiff cannot truthfully admit

1 or deny the request based on the information presently available to him.

2
3
4 **REQUEST FOR ADMISSION NO. 67:**

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

7 **RESPONSE:** Objection. The request is vague and ambiguous as to the phrase
8 “original form,” including whether that phrase refers to raw motion-capture data,
9 processed animation data, derivative datasets, metadata-stripped files, transformed files,
10 synchronized assets, or other technically altered forms of data. Plaintiff further objects
11 that the request assumes Plaintiff possesses complete visibility into Defendant’s internal
12 systems, downstream transfers, third-party integrations, repositories, sublicensing
13 arrangements, or methods of dissemination, despite Defendant’s failure to comply with
14 Requests for Production directed to those exact subjects. Plaintiff further objects that
15 the request is premature insofar that discovery regarding third-party recipients,
16 transfers, integrations, and data handling remains incomplete due to Defendant’s
17 ongoing nonproduction.

18 Subject to and without waiving these objections, Plaintiff cannot truthfully admit
19 or deny the request based on the information presently available to him.

20
21 **REQUEST FOR ADMISSION NO. 68:**

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

24
25 **RESPONSE:** Objection. The request calls for a legal conclusion regarding the
26 nature and measure of damages recoverable for alleged misappropriation and copyright-
27 related claims, including whether economic loss is a required element of recovery.
28 Plaintiff further objects that the phrase “specific economic loss” is vague and

1 ambiguous, including whether the request refers to direct monetary loss, diminution in
2 intellectual property value, loss of exclusivity, loss of licensing value, statutory
3 damages, or other forms of legally cognizable harm. Plaintiff further objects that the
4 request improperly assumes that recoverable harm is limited to identifiable economic
5 loss, when the unauthorized copying, retention, use, and deprivation of exclusive rights
6 itself constitutes actionable harm. Plaintiff further objects that discovery directed to
7 Defendant's internal use, handling, retention, transfer, integration, monetization, and
8 dissemination of Plaintiff's motion-capture data remains incomplete due to Defendant's
9 failure to comply with Requests for Production directed to those exact subjects.

10 Subject to and without waiving these objections, Plaintiff responds: Denied.

11
12 **REQUEST FOR ADMISSION NO. 69:**

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

15
16 **RESPONSE:** Objection. The request is vague and ambiguous as to the phrases
17 "competing product or service" and "original form," including whether "original form"
18 refers to raw motion-capture data, processed animation data, transformed files,
19 derivative datasets, metadata-stripped files, machine-learning datasets, or other
20 technically altered forms of data. Plaintiff further objects that the request assumes
21 Plaintiff possesses complete visibility into Defendant's internal systems, downstream
22 integrations, sublicensing arrangements, third-party transfers, training datasets,
23 repositories, and commercial uses, despite Defendant's failure to comply with Requests
24 for Production directed to those exact subjects. Plaintiff further objects that the request
25 calls for speculation regarding unidentified third-party products, services, datasets, or
26 integrations potentially involving Plaintiff's data.

27 Subject to and without waiving these objections, Plaintiff cannot truthfully admit
28 or deny the request based on the information presently available to him.

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REQUEST FOR ADMISSION NO. 70:

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

Admit.

REQUEST FOR ADMISSION NO. 71:

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

Admit.

REQUEST FOR ADMISSION NO. 72:

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

RESPONSE: Objection. The request is vague and ambiguous as to the phrase “copyright decision date,” which is undefined and does not correspond to a standard or identifiable field, term, or designation used by the United States Copyright Office. The request further fails to identify whether it refers to an application date, effective registration date, correspondence date, examination date, approval date, issuance date, or other administrative event. Subject to and without waiving these objections, Plaintiff lacks sufficient information to admit the request as phrased and therefore responds: Denied.

REQUEST FOR ADMISSION NO. 73:

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

Denied.

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REQUEST FOR ADMISSION NO. 74:

Admit that You cannot produce a certificate of registration from the United States Copyright Office for copyright #14,954,598,732.

Denied.

REQUEST FOR ADMISSION NO. 75:

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

Denied.

REQUEST FOR ADMISSION NO. 76:

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

Denied.

REQUEST FOR ADMISSION NO. 77:

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

RESPONSE: Denied.

REQUEST FOR ADMISSION NO. 78:

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

RESPONSE: Denied.

REQUEST FOR ADMISSION NO. 79:

Admit that You cannot identify any specific instance in which Rokoko altered

copyright management information on a work authored by You.

RESPONSE: Denied.

REQUEST FOR ADMISSION NO. 80:

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

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 81:

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

RESPONSE: Denied.

REQUEST FOR ADMISSION NO. 82:

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

RESPONSE: Objection. The request is vague and ambiguous as to the phrase “about Rokoko,” including whether the request refers to posts concerning Defendant itself, this Action, publicly filed court proceedings, products, customer experiences, commentary regarding litigation, or other tangential subjects. Plaintiff further objects that the request, as phrased, implicates First Amendment privacy, associational, and anonymous speech interests to the extent it seeks disclosure, attribution, or characterization of online speech or pseudonymous online activity without sufficient tailoring or demonstrated relevance. Plaintiff further objects that, to the extent the request concerns publicly available online posts, such materials are equally within the reach, custody, and control of Defendant.

Subject to and without waiving these objections, Plaintiff cannot admit or deny the request in good faith as phrased.

REQUEST FOR ADMISSION NO. 83:

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

RESPONSE: Objection. The request is vague and ambiguous as to the phrase “about Rokoko,” including whether the request refers to posts concerning Defendant itself, this Action, publicly filed court proceedings, products, customer experiences, commentary regarding litigation, or other tangential subjects. Plaintiff further objects that the request, as phrased, implicates First Amendment privacy, associational, and

1 anonymous speech interests to the extent it seeks disclosure, attribution, or
2 characterization of online speech or pseudonymous online activity without sufficient
3 tailoring or demonstrated relevance. Plaintiff further objects that, to the extent the
4 request concerns publicly available online posts, such materials are equally within the
5 reach, custody, and control of Defendant.

6 Subject to and without waiving these objections, Plaintiff cannot admit or deny
7 the request in good faith as phrased.

8
9
10 **REQUEST FOR ADMISSION NO. 84:**

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

12 **RESPONSE:** Objection. The request is vague and ambiguous as to the phrase
13 “about Rokoko,” including whether the request refers to posts concerning Defendant
14 itself, this Action, publicly filed court proceedings, products, customer experiences,
15 commentary regarding litigation, or other tangential subjects. Plaintiff further objects
16 that the request, as phrased, implicates First Amendment privacy, associational, and
17 anonymous speech interests to the extent it seeks disclosure, attribution, or
18 characterization of online speech or pseudonymous online activity without sufficient
19 tailoring or demonstrated relevance. Plaintiff further objects that, to the extent the
20 request concerns publicly available online posts, such materials are equally within the
21 reach, custody, and control of Defendant.

22 Subject to and without waiving these objections, Plaintiff cannot admit or deny
23 the request in good faith as phrased.

24
25 **REQUEST FOR ADMISSION NO. 85:**

26 Admit that You made one or more public posts about Rokoko on social media
27 platforms other than Reddit.

28 **RESPONSE:** Objection. The request is vague and ambiguous as to the phrase
“about Rokoko,” including whether the request refers to posts concerning Defendant
itself, this Action, publicly filed court proceedings, products, customer experiences,
commentary regarding litigation, or other tangential subjects. Plaintiff further objects
that the request, as phrased, implicates First Amendment privacy, associational, and
anonymous speech interests to the extent it seeks disclosure, attribution, or
characterization of online speech or pseudonymous online activity without sufficient
tailoring or demonstrated relevance. Plaintiff further objects that, to the extent the
request concerns publicly available online posts, such materials are equally within the
reach, custody, and control of Defendant.

Subject to and without waiving these objections, Plaintiff cannot admit or deny
the request in good faith as phrased.

1 **REQUEST FOR ADMISSION NO. 86:**

2 Admit that any delays in Next World's production were caused by your own
3 failure to mitigate delays or continue production notwithstanding Your inability to use
4 Rokoko's equipment.

5 **RESPONSE:** Denied.

6
7 **REQUEST FOR ADMISSION NO. 87:**

8 Admit any delays to Next World's production would have been mitigated by the
9 purchase of another motion-capture suit.

10 **RESPONSE:** Denied.

11
12 **REQUEST FOR ADMISSION NO. 88:**

13 Admit that Next World's production is not solely dependent on animation.

14 **RESPONSE:** Objection as to the word "production" is vague and ambiguous as it completely lacks
15 specificity in an otherwise massive set of production requirements. Plaintiff cannot formulate an
16 answer in good faith. Which part of the production is the Defendant referring to? Plaintiff further
17 objects as "solely dependent on animation" calls for a legal conclusion. Insofar that Plaintiff
18 contends that without the ability to create animations, there is no game; subject to and without
19 waiving objections, Plaintiff responds as: Denied.

20
21 **REQUEST FOR ADMISSION NO. 89:**

22 Admit that the evidence of "merchandise deals" attached to Your Amended
23 Complaint as Exhibit 53 is not evidence of payment or orders.

24 **RESPONSE:** Admit insofar that Exhibit 53 does not show payment or orders, Denied insofar that
25 WALSH002863 is evidence of payment and orders involving "merchandise deals".

26
27 **REQUEST FOR ADMISSION NO. 90:**

28 Admit that You have no receipts, contracts, paystubs, or other proof of the books
and merchandise as portrayed in Exhibit 53 of Your Complaint.

Denied

1 **REQUEST FOR ADMISSION NO. 91:**

2 Admit that motion-capture suits like the one You purchased from Rokoko are
3 available for purchase from other vendors.

4
5 Objection. Vague and ambiguous as to the phrase “like the one”. Plaintiff further objects as
6 speculative as it requires Plaintiff to speculate as to the technical and practical similarities and
7 differences of competing products. Plaintiff further objects as this admission is unduly burdensome
8 as it would require Plaintiff to buy, rent, lease or use and evaluate other vendors products in order to
9 produce an accurate admission. Subject to and without waiving further objection, Plaintiff answers
10 Denied.

11 DATED: April 7, 2026

REED SMITH LLP

12 By /s./ Katherine Ellena

Katherine Ellena

Michael Galibois

Emily Graue

13 *Attorneys for Defendant*

14 *Rokoko Electronics*

EXHIBIT L

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Attorneys for Defendant,
Rokoko Electronics

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

MATTHEW R. WALSH

Plaintiff,

vs.

ROKOKO ELECTRONICS, and
DOES 1 through 50, inclusive,

Defendant.

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

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

**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

PROPOUNDING PARTIES: Defendant ROKOKO ELECTRONICS

RESPONDING PARTIES: Plaintiff MATTHEW R. WALSH

SET: TWO (2)

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

DEFINITIONS

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

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

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

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

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 **OBJECTION:** Objection. This request is overbroad in scope and time, unduly
3 burdensome, and not proportional to the needs of the case, as it seeks “each and every”
4 document concerning broadly defined and unspecified “economic relationships,”
5 without limitation and therefore constitutes an impermissible fishing expedition into
6 Plaintiff’s business dealings beyond the claims and defenses at issue; Plaintiff further
7 objects that the request is vague and ambiguous as to the terms “economic relationship”
8 and “sufficient to identify,” in that it fails to specify whether it seeks formal contracts,
9 prospective relationships, informal dealings, or internal characterizations, and does not
10 define what level of documentation would be considered “sufficient”; Plaintiff further
11 objects that the request is harassing and duplicative to the extent it seeks information
12 and documents already in Defendant’s possession, custody, or control, including
13 materials previously produced or referenced in the record; Plaintiff is withholding
14 documents, if any, responsive to this request on the basis of the foregoing objections.

15
16 **REQUEST FOR PRODUCTION NO. 62:**

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

21 **OBJECTION:** Objection. This request is overbroad in scope and time, unduly burdensome, and not
22 proportional to the needs of the case, as it seeks expansive categories of financial and commercial
23 information concerning “each” alleged relationship without limitation and therefore constitutes an
24 impermissible fishing expedition into Plaintiff’s confidential business and financial information
25 beyond the claims and defenses at issue; Plaintiff further objects that the request is vague and
26 ambiguous as to the terms “economic value” and “sufficient to show,” in that it fails to define what
27 metrics, documents, or level of detail would satisfy the request; Plaintiff further objects that the request
28 seeks documents and information subject to contractual confidentiality obligations, including non-

1 disclosure agreements with third parties, the disclosure of which is prohibited or restricted and not
2 justified by any demonstrated need; Plaintiff further objects that the request seeks confidential,
3 proprietary, and commercially sensitive financial information, including revenue projections,
4 forecasts, and internal valuations; Plaintiff further objects that the request is not relevant to the
5 valuation of the project at issue, which is based on market comparables rather than the specific terms
6 of third-party agreements; Plaintiff further objects that the request is harassing and duplicative to the
7 extent it seeks information and documents already in Defendant's possession, custody, or control,
8 including materials previously produced or referenced in the record; Plaintiff is withholding
9 documents, if any, responsive to this request on the basis of the foregoing objections.

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

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

15 **OBJECTION:** Objection. This request is overbroad in scope and time, unduly burdensome, and not
16 proportional to the needs of the case under Rule 26(b)(1), as it seeks documents concerning "each"
17 alleged relationship without limitation and therefore constitutes an impermissible fishing expedition;
18 Plaintiff further objects that the request is vague and ambiguous as to the terms "status," "sufficient to
19 show," and "under negotiation," in that it fails to define what documents or level of detail would satisfy
20 the request; Plaintiff further objects that the request improperly assumes that responsive documents
21 exist in the form requested and would require Plaintiff to create documents, summaries, or
22 compilations not maintained in the ordinary course of business, which is not required under Rule 34;
23 Plaintiff further objects that the request is harassing and duplicative to the extent it seeks information
24 and documents already in Defendant's possession, custody, or control, including materials previously
25 produced or referenced in the record; Plaintiff is withholding documents, if any, responsive to this
26 request on the basis of the foregoing objections.

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

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

1 in which You discussed, referenced, or disclosed the existence of Your economic
2 relationships with third parties, including but not limited to Nintendo, Sony, Microsoft,
3 investors, publishers, or platform holders.

4
5 *Objection. This request is overbroad in scope and time and not proportional to the*
6 *needs of the case under Rule 26(b)(1), as it seeks all communications over a multi-year*
7 *period without limitation; Plaintiff further objects that the request is duplicative and*
8 *unduly burdensome because it seeks communications to which Defendant is a party or*
9 *otherwise already within Defendant's possession, custody, or control; Plaintiff further*
10 *objects that the request is improper to the extent it attempts to use a request for*
11 *production to elicit admissions, characterizations, or narrative content regarding*
12 *Plaintiff's alleged "economic relationships," which are properly the subject of requests*
13 *for admission or interrogatories, not document requests under Rule 34; Plaintiff further*
14 *objects that the request is vague and ambiguous as to the terms "economic*
15 *relationships" and "referenced," in that it fails to define the scope of responsive*
16 *content; Plaintiff further objects to the extent the request seeks documents already*
17 *produced or previously made available in this action; Plaintiff is withholding*
18 *documents, if any, responsive to this request on the basis of the foregoing objections.*

19
20 **REQUEST FOR PRODUCTION NO. 65:**

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

23
24 *Objection. This request is overbroad in scope and not proportional to the needs*
25 *of the case under Rule 26(b)(1), as it seeks documents concerning "each" alleged*
26 *relationship without limitation and therefore constitutes an impermissible fishing*
27 *expedition; Plaintiff further objects that the request is vague and ambiguous as to the*
28 *terms "economic relationship," "manner," and "sufficient to show," in that it fails to*

1 *define what documents or level of detail would satisfy the request; Plaintiff further*
2 *objects that the request improperly seeks speculation regarding Defendant's*
3 *knowledge, awareness, or state of mind, which is not within Plaintiff's possession,*
4 *custody, or control; Plaintiff further objects that the request is improper to the extent it*
5 *attempts to use a request for production to elicit admissions or narrative content*
6 *regarding Defendant's awareness, which is properly the subject of interrogatories or*
7 *requests for admission, not document requests under Rule 34; Plaintiff further objects*
8 *that the request would require Plaintiff to create documents, summaries, or*
9 *compilations not maintained in the ordinary course of business, which is not required*
10 *under Rule 34; Plaintiff is withholding documents, if any, responsive to this request on*
11 *the basis of the foregoing objections.*

12
13 **REQUEST FOR PRODUCTION NO. 66:**

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

17
18 *Objection. This request is overbroad in scope and not proportional to the needs*
19 *of the case under Rule 26(b)(1), as it seeks communications with "any third party"*
20 *without limitation and therefore constitutes an impermissible fishing expedition;*
21 *Plaintiff further objects that the request is not relevant to the claims or defenses to the*
22 *extent it is premised on termination, suspension, or reconsideration of relationships, as*
23 *the claims at issue do not require proof of termination or cancellation – tortious*
24 *interference requires only disruption even if just delay; Plaintiff further objects that the*
25 *request is vague and ambiguous as to the terms "reconsidering" and "as a result of,"*
26 *in that it calls for subjective interpretation and undefined causal attribution; Plaintiff*
27 *further objects that the request seeks documents and communications subject to*
28 *contractual confidentiality obligations, including non-disclosure agreements with third*

1 *parties, the disclosure of which is prohibited or restricted; Plaintiff further objects that*
2 *the request is unduly burdensome and harassing to the extent it requires Plaintiff to*
3 *collect and review third-party communications for subjective characterizations of*
4 *causation; Plaintiff is withholding documents, if any, responsive to this request on the*
5 *basis of the foregoing objections.*

6
7 **REQUEST FOR PRODUCTION NO. 67:**

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

11 *Objection. This request is vague and ambiguous as to the terms “documents*
12 *relating to,” “public statements,” “designed to interfere,” and “economic*
13 *relationships,” in that it fails to identify what specific statements, publications, or*
14 *categories of documents are being sought; Plaintiff further objects that the request is*
15 *argumentative and improperly assumes facts and intent not established, including that*
16 *any statements were “designed to interfere”; Plaintiff further objects that the request*
17 *is speculative to the extent it requires Plaintiff to determine or characterize Defendant’s*
18 *intent or purpose behind unspecified statements; Plaintiff further objects that the*
19 *request is overbroad in scope and not proportional to the needs of the case under Rule*
20 *26(b)(1), as it seeks undefined categories of documents and therefore constitutes an*
21 *impermissible fishing expedition; Plaintiff further objects that the request improperly*
22 *seeks to use a request for production to elicit Plaintiff’s contentions, characterizations,*
23 *or narrative, which is not a proper use of Rule 34 and is more appropriately the subject*
24 *of interrogatories; Plaintiff further objects that the request is duplicative to the extent*
25 *it seeks Defendant’s own public statements or publications, which are equally*
26 *accessible to Defendant; Plaintiff is withholding documents, if any, responsive to this*
27 *request on the basis of the foregoing objections.*

REQUEST FOR PRODUCTION NO. 68:

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

Objection. This request is overbroad in scope and time, unduly burdensome, and not proportional to the needs of the case under Rule 26(b)(1), as it seeks sweeping categories of Plaintiff's financial records over a multi-year period without limitation and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that the request seeks highly sensitive, confidential, and private financial information, including tax returns and bank records, which are subject to heightened protection and are not discoverable absent a compelling showing of relevance and need, which has not been made; Plaintiff further objects that the request is not relevant to the claims or defenses because it seeks Plaintiff's general financial condition, income, or expenditures, whereas the value of the project at issue is based on market comparables and demonstrated market interest, not Plaintiff's revenue, spending, or internal financial activity; Plaintiff further objects that the request is harassing and invasive of Plaintiff's financial privacy, as it seeks to untangle Plaintiff's personal finances and tax records without a narrowly tailored basis; Plaintiff further objects that the request seeks documents subject to contractual confidentiality obligations with third parties; Plaintiff further objects that the request is vague and ambiguous as to the scope of "any third-party relationship" and "reflect income"; without waiving these objections, Plaintiff refers Defendant to previously produced documents sufficient to demonstrate market interest, including WALSH002863 reflecting 1,783 pre-sale records with credit card numbers and customer names; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.

REQUEST FOR PRODUCTION NO. 69:

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

Objection. This request is premature and not proportional to the needs of the case under Rule 26(b)(1) to the extent it seeks expert reports, analyses, or valuations that are not yet due or required under the Court’s scheduling order and Rule 26(a)(2); Plaintiff further objects that Defendant has previously raised this issue and has been advised that expert disclosures will be made in accordance with the Court’s scheduling order, and this request improperly attempts to circumvent those deadlines; Plaintiff further objects that the request improperly seeks to compel the creation of documents, analyses, or models that do not presently exist, which is not required under Rule 34; Plaintiff further objects that the request is vague and ambiguous as to the terms “analyses,” “valuations,” and “financial models,” in that it fails to define what specific documents are being sought; Plaintiff further objects that the request is overbroad and constitutes an impermissible fishing expedition to the extent it seeks undefined categories of materials without limitation; Plaintiff further objects that the request seeks information and materials protected under the work-product doctrine, including attorney mental impressions, strategy, and litigation preparation; Plaintiff is withholding documents, if any, responsive to this request on the basis of the foregoing objections.

REQUEST FOR PRODUCTION NO. 70:

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

Objection. The Defendant is being sued over intellectual property misappropriation through CFAA violations, Plaintiff will not further expose his

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1 **computer/network security protocols to this Defendant who has been demonstrated to**
2 **have breached those very protocols prior.** This request is overbroad in scope and not
3 proportional to the needs of the case under Rule 26(b)(1), as it seeks documents
4 concerning “each item” of alleged intellectual property without limitation and
5 therefore constitutes an impermissible fishing expedition; Plaintiff further objects that
6 the request is vague and ambiguous as to the terms “each item of intellectual property,”
7 “measures,” and “sufficient to show,” in that it fails to define the scope of responsive
8 materials and instead imposes an undefined and unbounded obligation on Plaintiff to
9 identify, categorize, and produce documents across potentially every asset, system, and
10 workflow associated with Plaintiff’s intellectual property; Plaintiff further objects that
11 the request improperly seeks to compel disclosure of Plaintiff’s internal security
12 architecture, including but not limited to network configurations, system topology,
13 access control mechanisms, authentication protocols, password protections, encryption
14 methodologies, storage practices, and other technical safeguards, the disclosure of
15 which would itself compromise the very confidentiality and security measures the
16 request purports to examine and would expose sensitive systems to risk; Plaintiff further
17 objects that the request, as drafted, would require Plaintiff to either (a) disclose highly
18 sensitive security information that is itself confidential and protected, or (b) create new
19 explanatory documents, summaries, or compilations describing such systems and
20 safeguards, neither of which is required under Rule 34, which does not obligate a
21 responding party to create documents that do not exist in the ordinary course of
22 business; Plaintiff further objects that the request improperly attempts to force Plaintiff
23 to construct a narrative regarding the adequacy of its security measures through a
24 request for production, which is not a proper use of Rule 34 and instead seeks
25 contention and explanation more appropriately addressed, if at all, through
26 interrogatories subject to proper limitations; Plaintiff further objects that the request
27 seeks documents subject to contractual confidentiality obligations, including non-
28 disclosure agreements with third parties, the disclosure of which is restricted and

1 *cannot be compelled absent a narrowly tailored and justified request, which is not*
2 *present here; Plaintiff further objects that the request is unduly burdensome and*
3 *harassing in that it would require Plaintiff to conduct an expansive and technically*
4 *invasive review of systems, practices, and materials far beyond any reasonable scope*
5 *of discovery, including areas wholly unrelated to any specific claim or defense; Plaintiff*
6 *further objects that the request, by demanding disclosure of security measures such as*
7 *password protections and encryption, effectively seeks information that would*
8 *undermine the very protections it purports to test, rendering the request internally*
9 *contradictory and inherently improper; Plaintiff further objects that the request lacks*
10 *any limiting principle as to time, scope, system, or specific intellectual property at issue,*
11 *and instead attempts to sweep in all possible measures across all assets; Plaintiff*
12 *further objects that responsive information, to the extent relevant, has already been*
13 *addressed through Plaintiff's allegations and disclosures regarding the proprietary and*
14 *confidential nature of the intellectual property at issue; Plaintiff is withholding*
15 *documents, if any, responsive to this request on the basis of the foregoing objections.*

16
17 **REQUEST FOR PRODUCTION NO. 71:**

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

22
23 *Objection. This request improperly seeks to require Plaintiff to create documents,*
24 *summaries, or compilations identifying "each instance," including date, recipient, and*
25 *nature, which is not required under Rule 34. Plaintiff has produced responsive*
26 *documents in his possession, custody, or control and will not create documents in*
27 *response to this request.*

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

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

5
6 *Objection. This request seeks Defendant's own financial information, including*
7 *profits and revenue, which is not within Plaintiff's possession, custody, or control and*
8 *is more appropriately the subject of discovery directed to Defendant. It is not Plaintiff's*
9 *job to obtain, reconstruct, or create documents concerning Defendant's revenues or*
10 *profits.*

11
12 **REQUEST FOR PRODUCTION NO. 73:**

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

17
18 *Objection. Argumentative. This request improperly seeks to compel Plaintiff to*
19 *create documents, summaries, or compilations describing alleged impacts, which is not*
20 *required under Rule 34; Plaintiff further objects that the request improperly attempts*
21 *to use a request for production to elicit Plaintiff's contentions or narrative regarding*
22 *alleged harm, which is not a proper use of Rule 34; responsive information and*
23 *documents have already been produced, including in Plaintiff's pending Motion for*
24 *Summary Judgment; Plaintiff will not create documents in response to this request.*

REQUEST FOR PRODUCTION NO. 74:

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

Objection. This request is overbroad and not proportional to the needs of the case under Rule 26(b)(1), as it seeks documents concerning “each” copyrighted work without limitation; Plaintiff further objects that the request improperly seeks to compel Plaintiff to create documents, summaries, or compilations identifying dates of creation and publication, which is not required under Rule 34; Plaintiff further objects that the request improperly attempts to use a request for production to elicit Plaintiff’s contentions or narrative regarding authorship, creation, and publication, which is not a proper use of Rule 34; Plaintiff further objects that the request is duplicative to the extent it seeks information and materials already in Defendant’s possession, custody, or control, including the works themselves and associated data obtained from Plaintiff; Plaintiff has produced responsive documents in his possession, custody, or control and will not create documents in response to this request.

REQUEST FOR PRODUCTION NO. 75:

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

Objection. Plaintiff’s ownership of the works at issue is already reflected in the works themselves and in documents previously produced. This request improperly seeks to require Plaintiff to create, compile or restate that information, which is not required under Rule 34.

REQUEST FOR PRODUCTION NO. 76:

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

Objection. This request improperly seeks to require Plaintiff to create documents such as analyses, comparisons, or demonstrations, which is not required under Rule 34; Plaintiff further objects that the request improperly seeks Plaintiff's contentions and legal theories regarding alleged copying and substantial similarity, which is not a proper subject of a request for production; Plaintiff further objects that the alleged use of Plaintiff's works—including incorporation into Defendant's aggregated "motion dataset" and related AI or commercial outputs—is based on Defendant's own conduct and systems, which are within Defendant's possession, custody, or control; responsive evidence has already been produced.

REQUEST FOR PRODUCTION NO. 77:

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

Objection. This request improperly seeks to require Plaintiff to identify, compile, and describe categories of information across "each" work, which would require the creation of documents or summaries not maintained in the ordinary course of business and is not required under Rule 34; Plaintiff further objects that the request seeks information generated and controlled by Defendant's own software and embedded in

1 *Defendant's software generated files, which are within Defendant's possession,*
2 *custody, or control; responsive evidence has already been produced.*

3
4 **REQUEST FOR PRODUCTION NO. 78:**

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

10
11 *Objection. This request improperly seeks to require Plaintiff to create technical*
12 *explanations, analyses, or compilations describing how CMI was embedded or*
13 *conveyed, which is not required under Rule 34; Plaintiff further objects that the request*
14 *seeks information regarding mechanisms implemented by Defendant's own software*
15 *and systems, including file structures and metadata handling, which are within*
16 *Defendant's possession, custody, or control; the information requested has already*
17 *been produced in discovery, including in Plaintiff's expert report; Plaintiff will not*
18 *create documents in response to this request.*

19
20 **REQUEST FOR PRODUCTION NO. 79:**

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

23
24 *Objection. This request improperly seeks to require Plaintiff to identify and*
25 *articulate "each predicate act" of alleged racketeering activity, which is a contention*
26 *and legal theory, not a request for documents, and is therefore not a proper subject of*
27 *a request for production under Rule 34; Plaintiff further objects that the request*
28 *improperly seeks to compel Plaintiff to create documents, summaries, or compilations*

1 *identifying such acts, which is not required under Rule 34; Plaintiff further objects that*
2 *the request is overbroad and not proportional to the needs of the case under Rule*
3 *26(b)(1), and constitutes an impermissible fishing expedition; Plaintiff further objects*
4 *that the information sought is already reflected in Plaintiff's pleadings and materials*
5 *previously produced especially the Amended Complaint and Motion for Summary*
6 *Judgment; Plaintiff will not create documents in response to this request.*

7
8 **REQUEST FOR PRODUCTION NO. 80:**

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

12
13 *Objection. This request is overbroad in scope and time, unduly burdensome, and*
14 *not proportional to the needs of the case under Rule 26(b)(1), as it seeks sweeping*
15 *categories of financial records over a multi-year period and therefore constitutes an*
16 *impermissible fishing expedition; Plaintiff further objects that the request seeks highly*
17 *sensitive, confidential, and private personal financial information, including tax returns*
18 *and financial statements, which are subject to heightened protection and are not*
19 *discoverable absent a compelling showing of relevance and need, which has not been*
20 *made; Plaintiff further objects that the request is not relevant to the claims or defenses*
21 *because the value of the project at issue—being a creative work—is based on market*
22 *demand and comparable works, and is not determined by Plaintiff's spending, costs, or*
23 *internal financial activity; Plaintiff further objects that the request is harassing and*
24 *invasive of Plaintiff's financial privacy; Plaintiff is withholding documents, if any,*
25 *responsive to this request on the basis of the foregoing objections.*

26
27 **REQUEST FOR PRODUCTION NO. 81:**

28 All payroll records, employment agreements, independent contractor

1 agreements, and compensation records for any individual employed by or engaged by
2 You or any entity You own or control in connection with the development, production,
3 marketing, or distribution of Next World, from January 1, 2019 to the present.

4
5 *Objection. This request is overbroad in scope and time, unduly burdensome, and*
6 *not proportional to the needs of the case under Rule 26(b)(1), as it seeks sweeping*
7 *categories of employment and compensation records over a multi-year period and*
8 *therefore constitutes an impermissible fishing expedition; Plaintiff further objects that*
9 *the request fails to identify any claim or defense to which these materials are relevant*
10 *and is not tied to any specific cause of action; Plaintiff further objects that the request*
11 *seeks highly sensitive, confidential, and private information of third parties, including*
12 *payroll and compensation data, and documents subject to contractual confidentiality*
13 *and non-disclosure obligations, including employment and independent contractor*
14 *agreements; Plaintiff further objects that the request is not relevant to the claims or*
15 *defenses, as the value of the project at issue is based on market comparables and*
16 *demonstrated market interest, not Plaintiff's payroll, staffing, or internal expenditures;*
17 *Plaintiff further objects that the request is harassing and invasive of privacy; Plaintiff*
18 *is withholding documents, if any, responsive to this request on the basis of the foregoing*
19 *objections.*

20
21 **REQUEST FOR PRODUCTION NO. 82:**

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

24
25 *Objection. This request is overbroad in scope and time, unduly burdensome, and*
26 *not proportional to the needs of the case under Rule 26(b)(1), as it seeks calculation*
27 *and compilation of "total labor costs" across multiple years and therefore constitutes*
28 *an impermissible fishing expedition; Plaintiff further objects that the request*

1 *improperly seeks to require Plaintiff to create documents, calculations, summaries, or*
2 *compilations of labor costs, which is not required under Rule 34; Plaintiff further*
3 *objects that the request is not relevant to the claims or defenses, as the value of the*
4 *project at issue is based on market comparables and demonstrated market interest, not*
5 *Plaintiff's internal labor costs or expenditures; Plaintiff further objects that Plaintiff*
6 *himself performed the substantial majority of the labor associated with the project, and*
7 *this request improperly seeks to force Plaintiff to quantify or reconstruct his own expert*
8 *time and effort in a format not maintained in the ordinary course of business; to the*
9 *extent Defendant seeks to require Plaintiff to quantify such labor, Defendant must*
10 *stipulate that such quantification will be treated as the applicable "actual cost"*
11 *measure of damages, as any such calculation would necessarily reflect substantial*
12 *labor value; Plaintiff will not create documents in response to this request.*

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

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

19
20 *Objection. This request is overbroad in scope and time, unduly burdensome, and*
21 *not proportional to the needs of the case under Rule 26(b)(1), as it seeks sweeping*
22 *categories of financial records over a multi-year period and therefore constitutes an*
23 *impermissible fishing expedition; Plaintiff further objects that the request seeks highly*
24 *sensitive, confidential, and private financial information, including personal and*
25 *business income records, as well as documents subject to contractual confidentiality*
26 *and non-disclosure obligations with third parties; Plaintiff further objects that the*
27 *request is not relevant to the claims or defenses, as the value of the project at issue is*
28 *based on market comparables and demonstrated market interest, not Plaintiff's revenue*

1 *streams, funding sources, or internal financial activity; Plaintiff further objects that the*
2 *request improperly seeks to require Plaintiff to identify, compile, or create documents*
3 *reflecting categories of income not maintained in the ordinary course of business, which*
4 *is not required under Rule 34; Plaintiff further objects that the request is harassing and*
5 *invasive of financial privacy; Plaintiff is withholding documents, if any, responsive to*
6 *this request on the basis of the foregoing objections.*

7
8 **REQUEST FOR PRODUCTION NO. 84:**

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

14
15 *Objection. This request is overbroad in scope and time and not proportional to*
16 *the needs of the case under Rule 26(b)(1), as it seeks sweeping categories of sales and*
17 *engagement data across all platforms without limitation and therefore constitutes an*
18 *impermissible fishing expedition; Plaintiff further objects that the request is not*
19 *relevant to the claims or defenses, as damages sought are based on market comparables*
20 *and demonstrated market interest, not platform-specific sales or engagement metrics;*
21 *Plaintiff further objects that the request improperly seeks to require Plaintiff to identify,*
22 *compile, or create documents reflecting aggregated metrics across platforms, which*
23 *are not maintained in the ordinary course of business and are not required under Rule*
24 *34; Plaintiff further objects that responsive information has already been produced,*
25 *including WALSH002863 reflecting 1,783 pre-order records; Plaintiff will not create*
26 *documents in response to this request.*

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

2 Documents Related to the purchase or ownership of any motion capture
3 hardware, software, suits, sensors, gloves, headsets, and Related equipment purchased,
4 leased, rented, licensed, or otherwise acquired by You or any entity You own or control
5 for use in connection with Next World, from January 1, 2019 to the present, including
6 purchase orders, invoices, receipts, shipping confirmations, and license agreements
7 identifying the manufacturer, vendor, model, quantity, and cost of each item.

8
9 *Objection. This request is overbroad in scope and time and not proportional to*
10 *the needs of the case under Rule 26(b)(1), as it seeks sweeping categories of documents*
11 *concerning equipment and purchases over a multi-year period and therefore constitutes*
12 *an impermissible fishing expedition; Plaintiff further objects that the request*
13 *improperly seeks to require Plaintiff to identify, compile, or organize documents*
14 *identifying manufacturer, vendor, model, quantity, and cost, which would require the*
15 *creation of summaries or compilations not maintained in the ordinary course of*
16 *business and is not required under Rule 34; Plaintiff further objects that the request is*
17 *not relevant to the claims or defenses to the extent it seeks detailed purchasing or cost*
18 *information; Plaintiff has produced responsive documents in his possession, custody,*
19 *or control and will not create documents in response to this request.*

20
21 **REQUEST FOR PRODUCTION NO. 86:**

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

26
27 *Objection. This request is overbroad in scope and time and not proportional to the needs of the case*
28 *under Rule 26(b)(1), as it seeks to quantify categories of individuals across multiple years without*

1 *limitation and therefore constitutes an impermissible fishing expedition; Plaintiff further objects that*
2 *the request improperly seeks to require Plaintiff to identify, compile, or create documents reflecting a*
3 *numerical count of individuals, which is not required under Rule 34; Plaintiff further objects that the*
4 *request is unduly burdensome and harassing, as it would require Plaintiff to reconstruct and quantify*
5 *participation across potentially hundreds or thousands of individuals involved in recording sessions,*
6 *auditions, or other limited engagements; Plaintiff further objects that the request is not relevant to the*
7 *claims or defenses, as the precise number of individuals engaged is not determinative of any issue in*
8 *this matter; documents have already been produced sufficient to show that the answer is not zero;*
9 *Plaintiff will not create documents in response to this request.*

10
11 **REQUEST FOR PRODUCTION NO. 87:**

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

15
16 ***Objection. The Defendant is being sued over intellectual property misappropriation***
17 ***and infringement on this exact body of work. Plaintiff will not hand over even more***
18 ***sensitive intellectual property to this Defendant.*** *This request is overbroad in scope*
19 *and not proportional to the needs of the case under Rule 26(b)(1), as it seeks broad*
20 *categories of project management materials without limitation and therefore constitutes*
21 *an impermissible fishing expedition; Plaintiff further objects that the request*
22 *improperly seeks to require Plaintiff to create documents, summaries, or compilations*
23 *reflecting a “timeline,” which are not maintained in the ordinary course of business*
24 *and are not required under Rule 34; Plaintiff further objects that the request seeks*
25 *highly confidential and proprietary development materials relating to an unreleased*
26 *creative work, including internal processes, planning documents, and workflows, the*
27 *disclosure of which would be commercially sensitive and not justified by any*
28 *demonstrated need; Plaintiff further objects that the request is not relevant to the claims*

1 *or defenses to the extent it seeks internal development methods and timelines; Plaintiff*
2 *has produced responsive documents in his possession, custody, or control and will not*
3 *create documents in response to this request.*

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

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

9
10 *Objection. This request improperly seeks to require Plaintiff to create documents,*
11 *summaries, or compilations identifying sources of funding, which is not required under*
12 *Rule 34. Plaintiff further states that the project was funded by Plaintiff's own funds and*
13 *therefore after reasonable search no responsive documents could be found.*

14
15 **REQUEST FOR PRODUCTION NO. 89:**

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

21
22 *Objection. This request is overbroad in scope and not proportional to the needs*
23 *of the case under Rule 26(b)(1) and constitutes an impermissible fishing expedition;*
24 *Plaintiff further objects that the request seeks confidential and proprietary materials,*
25 *documents subject to contractual confidentiality and non-disclosure obligations, and*
26 *private third-party information, including guest lists and RSVP records; Plaintiff*
27 *further objects that the request is not relevant to the claims or defenses to the extent it*
28 *seeks detailed event logistics, costs, or attendee information; Plaintiff further objects*

1 *that the request improperly seeks to require Plaintiff to identify, compile, or create*
2 *collections of documents not maintained in the ordinary course of business, which is*
3 *not required under Rule 34; Defendant already possesses substantial materials relating*
4 *to the event, including video and photographic evidence; Defendant can clearly see the*
5 *event happened, how many people were in attendance, etc. Plaintiff will not create*
6 *documents in response to this request.*

7
8 **REQUEST FOR PRODUCTION NO. 90:**

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

11
12 ***Objection. The Defendant is being sued over intellectual property***
13 ***misappropriation and infringement on this exact body of work. Plaintiff will not hand***
14 ***over even more sensitive intellectual property to this Defendant. This request is***
15 *overbroad in scope and not proportional to the needs of the case under Rule 26(b)(1),*
16 *as it seeks broad categories of documents concerning an unreleased and confidential*
17 *work without limitation and therefore constitutes an impermissible fishing expedition;*
18 *Plaintiff further objects that the request seeks highly confidential and proprietary*
19 *materials relating to an unreleased interactive creative project, including design*
20 *documents, development materials, and internal concepts, the disclosure of which is*
21 *commercially sensitive; Plaintiff further objects that the request is not relevant to any*
22 *claim or defense in this action, as Plaintiff is not asserting claims arising from the ARG*
23 *companion game; Plaintiff further objects that the request improperly seeks to require*
24 *Plaintiff to identify, compile, or create documents reflecting the design and development*
25 *status of the work, which is not required under Rule 34; Plaintiff further objects that*
26 *Defendant already possesses reference materials relating to the work as produced in*
27 *Exhibit 53. Defendant can clearly see the status is “it exists” and the design is well*
28 *displayed and explained in the evidence provided. Plaintiff has produced responsive*

documents in his possession, custody, or control and will not create documents in
response to this request.

REQUEST FOR PRODUCTION NO. 91:

Documents Related to the TV series adaptation of Next World referenced in
Exhibit 54 to the Amended Complaint, including but not limited to pitch decks, pilot
scripts, lookbooks, and any presentations prepared for potential buyers, networks,
streaming platforms, or production companies.

*Objection. The Defendant is being sued over intellectual property
misappropriation and infringement on this exact body of work. Plaintiff will not hand
over even more sensitive intellectual property to this Defendant. This request is
overbroad in scope and not proportional to the needs of the case under Rule 26(b)(1),
as it seeks broad categories of documents concerning an unreleased and speculative
adaptation without limitation and therefore constitutes an impermissible fishing
expedition; Plaintiff further objects that the request seeks highly confidential and
proprietary creative materials, including pitch decks, scripts, and presentation
materials intended for private and limited distribution to third parties, the disclosure of
which is commercially sensitive and subject to confidentiality obligations; Plaintiff
further objects that the request is not relevant to any claim or defense in this action, as
Plaintiff is not asserting claims arising from the television adaptation referenced in
Exhibit 54; Plaintiff further objects that the request improperly seeks to require Plaintiff
to identify, compile, or create documents relating to development or pitching materials
not maintained in the ordinary course of business, which is not required under Rule 34;
Plaintiff further objects that Defendant already possesses reference materials identified
in Exhibit 54. Plaintiff further objects that Defendant's requests collectively
demonstrate an attempt to expand discovery into unrelated creative works beyond the
scope of this litigation, despite already having access to substantial creative materials*

1 *produced in discovery. Plaintiff has produced responsive documents in his possession,*
2 *custody, or control and will not create documents in response to this request.*

3
4 **REQUEST FOR PRODUCTION NO. 92:**

5 All Documents drafted or signed by You and submitted to the court in *Ronald*
6 *Radke v. Brittany Furlan*, Case No. 26STRO00192 in the Los Angeles County Superior
7 Court of the State of California, including but not limited to transcripts, written reports
8 or declarations, and any other written materials submitted to the court.

9
10 ***Objection.*** *Plaintiff objects to this request on the grounds that it is overbroad and*
11 *not proportional to the needs of the case under Rule 26(b)(1), as it seeks “all*
12 *documents” from an unrelated state court proceeding without limitation and therefore*
13 *constitutes an impermissible fishing expedition. Plaintiff further objects that the request*
14 *is not relevant to any claim or defense in this action, as it seeks materials from a*
15 *separate proceeding involving different parties, issues, and legal standards.*

16 *Plaintiff further objects that the request is unduly burdensome to the extent it*
17 *seeks a complete compilation of filings and materials from a separate court action.*
18 *Plaintiff also objects to the extent the request seeks materials that are equally or more*
19 *readily available from public records or the issuing court, as well as materials that may*
20 *be confidential or filed under seal.*

21 *Plaintiff further objects that it has already produced extensive expert materials*
22 *in this action and related matters, which Defendants have (a) not rebutted, (b) expressly*
23 *stated they do not understand technically, and (c) for which Defendants have not*
24 *designated any opposing expert. Additional expert materials from unrelated*
25 *proceedings are not relevant to any issue in this case.*

26 *Plaintiff further objects that Defendants’ repeated requests of this nature are*
27 *duplicative and harassing. Defendants have acknowledged on multiple occasions that*
28 *they cannot interpret even the basic technical jargon in the expert reports or evidence*

1 *already produced, instead characterizing plain, mundane computer science as “fanciful*
2 *and fabricated.” Requiring Plaintiff to produce additional, unrelated expert*
3 *materials—particularly where Defendants have failed to obtain or designate an*
4 *expert—would impose undue burden without yielding any probative value. Plaintiff will*
5 *not create documents to response to this request.*

6
7
8 DATED: April 7, 2025

REED SMITH LLP

9
10 By /s/ Katherine Elena

11 Katherine Ellena

12 Michael Galibois (*pro hac vice*)

13 Emily Graue (*pro hac vice*)

14 *Attorney for Defendant*

15 *Rokoko Electronics*
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EXHIBIT M



Driving progress
through partnership

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May 12, 2026

By Electronic Mail

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

Re: Local Rule 37-1 Meet and Confer Regarding Failure to Respond to Rokoko's Requests for Admission and Requests for Production

Dear Mr. Walsh,

Pursuant to Local Rule 37-1, Rokoko requests a meet and confer regarding your deficient responses and objections to Rokoko's First Set of Requests for Admission ("RFAs") and Rokoko's Second Set of Requests for Production ("RFPs"). We have reviewed your operative responses in full and identified multiple deficiencies that must be cured to bring the responses into conformity with Rule 26, 34, and 36 of the Federal Rules of Civil Procedure.

Deficiencies in Plaintiff's Responses to Rokoko's Requests for Production (Set Two)

Boilerplate and Categorical Objections

Your RFP responses are saturated with boilerplate, categorical objections – including overbreadth, undue burden, disproportionality, and “fishing expedition” labels – without the specificity required to permit narrowing or production. Rule 34 requires objections to be stated with specificity. Across numerous categories of documents, you object to the production of documents (without directly addressing the substance of the RFP at issue) or admit to the withholding of documents (without any attempt to tailor custodians, time frames, or subject matter). Your present objections clearly fail to satisfy the standards imposed by Rule 26. *See Diaz v. Heredia*, No. EDCV 20-2332-JWH (KKx), 2022 LX 107069, at *12 (C.D. Cal. Mar. 4, 2022) (“general or boilerplate objections . . . are improper—especially when a party fails to submit any evidentiary declarations supporting such objections”).

Withholding Documents Without Stated Scope or Search Parameters

Your RFP responses repeatedly declare that documents are being withheld without stating the scope of withholding, the repositories searched, or the parameters used. And where you reference prior productions, you fail to state whether additional responsive documents exist or to provide Bates ranges for where you contend responsive documents have already been produced.

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Confidentiality and NDA Assertions Without Protective-Order Proposals

You also assert multiple confidentiality, non-disclosure, and privacy objections as categorical shields to production while declining to propose protective-order safeguards. Confidentiality concerns are ordinarily addressed through protective orders under Rule 26(c), not categorical refusals. “Protective orders — such as the one governing discovery here — can mitigate the breadth of discovery and ‘provide a safeguard for parties and other persons.’” *Romano v. AT&T Mobility Servs., Ltd. Liab. Co.*, No. 3:20-CV-00698-JLS-KSC, 2020 U.S. Dist. LEXIS 215003, at *6 (S.D. Cal. Nov. 17, 2020). Boilerplate assertions of confidentiality are insufficient to justify a complete withholding of documents, particularly where, as here, there is a protective order in place that will mitigate confidentiality concerns.

“Not Relevant” and “Fishing Expedition” Objections on Core Requests

“[B]oilerplate relevancy objections, without setting forth any explanation or argument why the requested documents are not relevant, are improper.” *A. Farber & Ptnrs., Inc. v. Garber*, 234 F.R.D. 186, 188 (C.D. Cal. 2006). Yet many of Rokoko’s core requests are branded as “not relevant” “fishing expeditions,” even where the RFP goes to the heart of the pleaded claims and defenses. For example, RFP No. 61 seeks documents sufficient to identify the economic relationships allegedly interfered with – a core element of the tort – but is dismissed as a “fishing expedition” and withheld. RFP No. 63, seeking evidence at the time of the alleged interference, is treated the same way. Rule 26’s relevance standard is broad at the discovery stage, encompassing *any information* bearing on the claims and defenses of the action and proportional to the needs of the case. *Keith H. v. Long Beach Unified Sch. Dist.*, 228 F.R.D. 652, 655 (C.D. Cal. 2005) (“Rule 26(b) is liberally interpreted to permit wide-ranging discovery of information even though the information may not be admissible at the trial.”). It is wholly inappropriate to assert relevance objections with respect to most, if not all, of the RFP requests at issue, which were specifically tailored to address the pleadings in your operative complaint.

Deficiencies in Plaintiff’s Responses to Rokoko’s Requests for Admission (Set One)

Failure to Respond or Object

You have not responded, objected, or admitted to a number of RFAs. Under Rule 36(a)(3), your failure to timely respond means each matter in these RFAs is deemed admitted, and those admissions are deemed established absent relief under Rule 36(b). *See Burnett v. Faecher*, No. CV 08-2745-PSG (MLG), 2011 U.S. Dist. LEXIS 161363, at *12-13 (C.D. Cal. Jan. 27, 2011) (citing *Hadley v. United States*, 45 F.3d 1345, 1348 (9th Cir. 1995)) (“Under Rule 36(a) of the Federal Rules of Civil Procedure, if a party fails to answer a request for admission within 30 days, the requested items are deemed admitted.”).

Non-Responsive Qualifiers and Evasive Responses

Even where admissions are given, you inject qualifiers that render your “admissions” non-responsive. For example, RFAs 84-85 purport to admit “public posts” but add the qualifier “still within the reach of Defendant,” which is a non-responses reservation that fails to fairly meet the substance of the admission. Similarly, RFA No. 91 adds irrelevant commentary regarding the legal import of a social media

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post rather than admitting or denying the existence of the post and what it states. These qualifications and evasions fail to meet the requirements of Rule 36. *See also Asea, Inc. v. S. Pac. Transp. Co.*, 669 F.2d 1242, 1245 (9th Cir. 1981) (“It is also clear that an evasive denial, one that does not ‘specifically deny the matter,’ or a response that does not set forth ‘in detail’ the reasons why the answering party cannot truthfully admit or deny the matter, may be deemed an admission.”).

* * * * *

Consistent with Local Rule 37-1, **please provide your availability between today and May 22, 2026** for a telephonic conference regarding your responses to Rokoko’s RFAs and RFPs. If, after meeting and conferring, you refuse to adequately supplement your responses and produce responsive documents, Rokoko will move promptly under Rule 37 to compel responses and production and to recover fees and other appropriate sanctions without further notice.

Rokoko reserves all rights.

Best,



Gerardo Valentino Gorospe
Reed Smith LLP

GVG

CERTIFICATE OF SERVICE

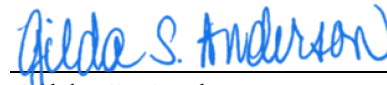
I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, 515 South Flower Street, Suite 4300, Los Angeles, CA 90071. On May 29, 2026, I served the following document(s) by the method indicated below:

***DECLARATION OF GERARDO V. GOROSPE IN SUPPORT OF ROKOKO'S
MOTION TO COMPEL DISCOVERY***

☒ 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 May 29, 2026, at Los Angeles, California.



Gilda S. Anderson

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A limited liability partnership formed in the State of Delaware