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

14 MATTHEW R. WALSH

15 Plaintiff,

16 vs.

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

19 Defendant.

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

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

**SEPARATE STATEMENT OF
UNCONTROVERTED FACTS IN
SUPPORT OF DEFENDANT
ROKOKO ELECTRONICS' MOTION
FOR SUMMARY JUDGMENT**

[Concurrently Filed With Motion for
Summary Judgment; Declaration of
Ricardo Tobon; Declaration of Jakob
Balslev; Declaration of Mikkel Overby;
Declaration of Gerardo V. Gorospe;
Compendium of Evidence; Application to
File Under Seal; Declaration of Gerardo
V. Gorospe ISO App. to Seal; [Proposed]
Order]

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

Hearing Date: September 28, 2026
Time: 1:30 p.m.
Place: Courtroom 5D

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RECORD**

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**DEFENDANT’S SEPARATE STATEMENT OF UNCONTROVERTED
MATERIAL FACTS**

Pursuant to L.R. 56-2 and this Court’s Standing Scheduling and Case Management Order, Defendant Rokoko Electronics (“Defendant” or “Rokoko”) hereby sets forth its Separate Statement of Uncontroverted Material Facts (each an “UMF”) in Support of its Motion for Summary Judgment against Plaintiff Matthew R. Walsh (“Plaintiff”).

UMF No.	UNCONTROVERTED MATERIAL FACT	SUPPORTING EVIDENCE
1	Rokoko is a Danish motion capture hardware and software company that develops and operates Rokoko Studio.	Declaration of Mikkel Overby (“Overby Decl.”) ¶ 3; ECF No. 1-1
2	Rokoko Studio is an online, cloud-based platform that stores and syncs motion capture data created by registered users.	Overby Decl. ¶ 8; ECF No. 1-1
3	To create motion capture data using Rokoko’s products, the user wears Rokoko’s motion capture hardware (e.g., the Smartsuit Pro or Smartgloves), which captures and records the wearer’s movements.	Overby Decl. ¶ 6; Declaration of Ricardo Tobon (“Tobon Decl.”), Ex. A (Tobon Report at 6-7)
4	Movements recorded by Rokoko motion capture hardware are translated into data that is transmitted to Rokoko Studio where the user can edit the resulting digital models.	Overby Decl. ¶ 6; Tobon Decl., Ex. A (Tobon Report at 6-11)
5	Once added to the user’s Rokoko Studio account, the motion capture file is automatically uploaded and “synced” to the cloud within the Rokoko Studio platform for users to edit and view.	Overby Decl. ¶¶ 6, 8-9
6	If a user would prefer that their motion capture files not be synced to the cloud, Rokoko’s Enterprise plan allows users to opt out.	Overby Decl. ¶ 11

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7	Rokoko does not store user data itself and instead contracts with Amazon Web Services (“AWS”) to provide cloud storage for all synced data.	Overby Decl., ¶ 12
8	In January 2022, Rokoko Studio launched its online, cloud-based platform model to all users, and the old platform was renamed as “Rokoko Studio Legacy”.	Overby Decl., ¶¶ 8, 10
9	Rokoko products capture raw motion capture data as the first step in a multi-stage process of creating an animation.	Tobon Decl., Ex. A (Tobon Report at 6–8)
10	When a user performs a movement while wearing Rokoko hardware products, sensors react to and record the motions generated by the user.	Tobon Decl., Ex. A (Tobon Report at 7)
11	Intentionally Left Blank.	N/A
12	Intentionally Left Blank.	N/A
13	Plaintiff began working on his video game project – “The Next World” – in 2017.	Gorospe Decl., Ex. M(2) (ROKOKO_0000567-ROKOKO_0000568; ROKOKO_0000574; ROKOKO_0000627); Ex. P (Walsh Dep. Tr. at 90:16-24)
14	In or about August 2020, Plaintiff ordered a Rokoko Smartsuit Pro and Smartgloves.	Overby Decl., Ex. E; Gorospe Decl., Ex. P (Walsh Dep. Tr. at 15:23–16:11)
15	Beginning in or about September 2020, Plaintiff used Rokoko Studio to create the MoCap Data files at issue in this action.	Gorospe Decl., Ex. M1 (ROKOKO_0000621; ROKOKO_0000628; ROKOKO_0000635; ROKOKO_0000669); Ex. P (Walsh Dep. Tr. at 15:23–16:11)
16	Plaintiff holds a single copyright registration, Registration No. PAu 4-279-489, for a work titled “The Next World.”	Gorospe Decl., Ex. K
17	The effective date of Registration No.	Gorospe Decl., Ex. K

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UMF No.	UNCONTROVERTED MATERIAL FACT	SUPPORTING EVIDENCE
	PAu 4-279-489 is July 6, 2025.	
18	Registration No. PAu 4-279-489 is registered as an “Audiovisual Work.”	Gorospe Decl., Ex. K
19	Registration No. Pau 4-279-489 lists the year of completion for The Next World as “2017.”	Gorospe Decl., Ex. K
20	Registration No. PAu 4-279-489 does not include a publication date.	Gorospe Decl., Ex. K
21	Plaintiff registered The Next World as an unpublished work.	Gorospe Decl., Ex. P (Walsh Dep. Tr. at 43:12-14)
22	In his correspondence with the Copyright Office, Plaintiff claimed sole authorship and represented that his registration covered “a single work — a videogame.”	Gorospe Decl., Ex. L (ROKOKO_0000553)
23	In support of his Copyright Registration No. Pau 4-279-489, Plaintiff uploaded five files as the “deposit copy”: (1) <i>tnw_makingof_wip.pdf</i> (“Booklet”); (2) <i>the_next_world_mission_map_for_set.pdf</i> (“Mission Map”); (3) <i>the_nothing_rough_script_current.pdf</i> ; (4) <i>tnw_pitch_deck.pdf</i> ; and (5) <i>tnw_trailer_8-23-2024.mp4</i> . (“Trailer”).	Gorospe Decl., Ex. L (ROKOKO_0000550–551); Gorospe Decl., Ex. P (Walsh Dep. Tr. at 68:23–69:19)
24	The Booklet describes the production of The Next World.	Gorospe Decl., Ex. M(1); Ex. P (Walsh Dep. Tr. at 69:8–11; 83:1-12)
25	The Mission Map describes the narrative screenplay of The Next World.	Gorospe Decl., Ex. M(2); Ex. P (Walsh Dep. Tr. at 69:8–11; 83:1-12; 86:3-8)
26	“the_nothing_rough_script_current.pdf” is a narrative script.	Gorospe Decl., Ex. M(3); Ex. P (Walsh Dep. Tr. at 69:8–11; 83:1-12)
27	“tnw_pitch_deck.pdf” is a pitch deck	Gorospe Decl., Ex. M(4); Ex. P

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	for The Next World.	(Walsh Dep. Tr. at 69:8–11; 83:1-12)
28	The Trailer is a two-minute-and-forty-five-second video.	Gorospe Decl., Ex. M(5); Ex. P (Walsh Dep. Tr. at 69:8–11; 83:1-12; 115:19-116:22)
29	Plaintiff’s deposit copy does not include the MoCap Data at issue in this action.	Gorospe Decl., Ex. P (Walsh Dep. Tr. at 43:22-25)
30	When asked at his deposition if he was [REDACTED]	Gorospe Decl., Ex. P (Walsh Dep. Tr. at 191:17-20)
31	When asked at his deposition if [REDACTED]	Gorospe Decl., Ex. P (Walsh Dep. Tr. at 119:8–12)
32	Plaintiff filed his original Complaint on May 12, 2025.	ECF No. 1-1
33	On May 10, 2026, Plaintiff applied for a supplementary copyright registration, Registration No. PAu 4-305-887.	Gorospe Decl., Ex. N; Ex. O
34	On May 19, 2026, the Copyright Office, responding to Plaintiff’s supplementary registration application, stating: “The original registration was for the Audiovisual Work included in the claim. You have changed the claim to ‘entire motion picture.’”	Gorospe Decl., Ex. O (ROKOKO_0001049)
35	On May 19, 2026, Plaintiff wrote in response to the Copyright Office: “To be honest, the whole supplementation thing was to add a file I forgot to add. It said if I paid I could upload my files after. I paid, then I found out you can’t upload the files. So it was a waste of \$100. Silver lining is getting to fix the	Gorospe Decl., Ex. O (ROKOKO_0001050); Ex. P (Walsh Dep. Tr. at 75:4-14)

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	2017 thing which should have been 2024. But everything else can stay the same.”	
36	Plaintiff testified that the [REDACTED]	Gorospe Decl., Ex. P (Walsh Dep. Tr. at 75:4-25)
37	Plaintiff’s supplementary registration also included an “Explanation of Amplifications” that sought to “amplify the scope” of his copyright.	Gorospe Decl., Ex. N (ROKOKO_0001043); Ex. P (Walsh Dep. Tr. at 78:19-79:12)
38	Plaintiff applied for his supplementary copyright registration after Rokoko’s opposition to Plaintiff’s motion for partial summary judgment identified the mismatch between his copyright’s 2017 date of completion and the 2020-2024 MoCap Data at issue.	Gorospe Decl., Ex. P (Walsh Dep. Tr. at 63:4-64:24)
39	The Next World videogame has never been released, published, sold, or made available to download in any form.	Gorospe Decl., Ex. P (Walsh Dep. Tr. at 16:23-19:3); ECF No. 1-1 at 12, 15; ECF No. 114 at 8; ECF No. 172 at 15
40	Plaintiff has testified that [REDACTED]	Gorospe Decl., Ex. P (Walsh Dep. Tr. at 149:14-25; 150:14-25); ECF No. 1-1 at 12, 15; ECF No. 114 at 8; ECF No. 172 at 15
41	Intentionally Left Blank.	N/A
42	Plaintiff’s MoCap Data consists of generic movements such as walking, running, falling, sitting, holding hands up, aiming weapons, and having conversations.	Tobon Decl., Ex. A (Tobon Report at 13-14); Ex. B (MoCap mp4s); Gorospe Decl., Ex. P (Walsh Dep. Tr. at 27:8–21; 120:2–124:6; 132:8–135:18)
43	Plaintiff testified that [REDACTED]	Gorospe Decl., Ex. P (Walsh Dep. Tr. at 100:23-102:5); ECF No. 167-1, Ex. 15

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44	Plaintiff's prior declaration characterizes the animations that make up his MoCap Data as "reusable, Plaintiff uses them in other games, projects, etc.," and providing examples of his "application of the same animations across different characters," and stating "The process to use a <i>single</i> animation with any number of other characters in games, applications, or cinematic projects."	Gorospe Decl., Ex. J
45	Intentionally Left Blank	N/A
46	Intentionally Left Blank	N/A
47	Plaintiff's MoCap Data consists of literal recordings of physical human movement in raw data form.	Gorospe Decl., Ex. P (Walsh Dep. Tr. at 26:14-20; 104:14-105:24); Tobon Decl., Ex. A (Tobon Report at 6-7, 11); Ex. B
48	Intentionally Left Blank	N/A
49	Rokoko has never sublicensed Plaintiff's MoCap data to a third party and Plaintiff's MoCap Data is not part of any of Rokoko's generative AI or motion capture products.	Overby Decl., ¶ 20; Balslev Declaration ("Balslev Decl."), ¶¶ 4-9, Ex. C; Ex. D
50	In or about April 2026, Rokoko entered into a single third-party motion-data sublicensing agreement.	Overby Decl., ¶ 21; Balslev Decl., ¶ 5, Ex. D
51	Plaintiff's MoCap Data was specifically excluded from the April 2026 third-party motion-data sublicensing agreement.	Overby Decl., ¶ 21; Balslev Decl., ¶ 5, Ex. D
52	Rokoko Studio automatically stores and syncs motion capture data created by registered users; Rokoko does not select any material for upload, download, transmission, or storage.	Overby Decl. ¶¶ 5-6, 8-9
53	Plaintiff voluntarily purchased Rokoko's hardware, downloaded and	Overby Decl., Ex. E; Ex. I; Gorospe Decl., Ex. P (Walsh Dep.

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	installed Rokoko Studio, created MoCap Data using Rokoko’s products, and uploaded those files through the platform.	Tr. at 19:12-20:23; 23:1-7; 52:4-7)
54	Plaintiff was never subscribed to Rokoko’s Enterprise plan.	Overby Decl. ¶ 9, 11; Overby Decl., Ex. I
55	In February 2025, Rokoko emailed users announcing that effective March 22, 2025, Rokoko would update its Terms of Use to permit sublicensing “completely anonymized data to third parties, while ensuring that the data can never be redistributed in its original form.”	Overby Decl., Ex. G
56	After March 22, 2025, Plaintiff logged into and used Rokoko Studio multiple times.	Overby Decl., Ex. I
57	The “Rokoko Studio and Vision – Standard Terms of Use,” effective March 22, 2025 (“2025 ToU”), grant Rokoko a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right to access, use, copy, and modify User Content and Usage Data, subject to full anonymization and a prohibition on redistribution in original form; Section 3.4 further permits collection and use for service provision, service improvement, and sublicensing to third parties in anonymized form.	Overby Decl., Ex. H
58	Plaintiff’s own allegations state that the alleged infringement commenced no later than 2022 — years before the July 6, 2025 effective date of Copyright Registration No. PAu 4-279-489.	ECF No. 172 at 16:281–82; Gorospe Decl., Ex. K
59	Plaintiff has not produced any documents supporting a claim for actual damages.	ECF No. 225 at 5; Gorospe Decl. Ex. T (Plaintiff’s Supplemental Responses to Interrogatory No. 2

UMF No.	UNCONTROVERTED MATERIAL FACT	SUPPORTING EVIDENCE
		& RFP Nos. 73, 80-83)
60	Plaintiff has testified that [REDACTED]	Gorospe Decl., Ex. P (Walsh Dep. Tr. at 205:13-206:5)
61	Apart from his deposit, Plaintiff has never produced any documents submitted by him to the Copyright Office in connection with his applications for copyright registration numbers Pau 4-279-489 and Pau 4-305-887, including the applications themselves or any correspondence with the U.S. Copyright Office.	Gorospe Decl., ¶ 16

DATED: August 24, 2026

REED SMITH LLP

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