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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

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

**[PUBLIC] COMPENDIUM OF
EVIDENCE IN SUPPORT OF
DEFENDANT ROKOKO
ELECTRONICS' MOTION FOR
SUMMARY JUDGMENT**

*[Concurrently Filed With Separate
Statement of Uncontroverted Facts;
Declaration of Ricardo Tobon;
Declaration of Jakob Balslev;
Declaration of Mikkel Overby;
Declaration of Gerardo V. Gorospe;
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

TO THE HONORABLE COURT AND PLAINTIFF *IN PRO PER*:

Defendant Rokoko Electronics (“Rokoko”) hereby submits the following evidence in support of its Motion for Summary Judgment against Plaintiff Matthew R. Walsh (“Plaintiff”), filed and served concurrently herewith:

I. DECLARATION OF RICARDO TOBON

Exhibit A	Expert Report of Ricardo Tobon, dated July 2, 2026
Exhibit B*	Compilation of Plaintiff’s MoCap Data In .MP4 Format

II. DECLARATION OF JAKOB BALSLEV

Exhibit C	April 23, 2026 Rokoko Internal Communications, bearing bates number ROKOKO_00001837
Exhibit D	January 31, 2026 Email Regarding Exclusion of Plaintiff’s MoCap Data, bearing Bates number ROKOKO-PRIV00000131

III. DECLARATION OF MIKKEL OVERBY

Exhibit E	Receipts re Plaintiff’s Purchase of Rokoko Products, bearing Bates numbers ROKOKO_0000048 through ROKOKO_0000051
Exhibit F	Rokoko’s 2020 Studio End User License Agreement, bearing Bates numbers ROKOKO_0000054 through ROKOKO_0000059
Exhibit G	February 20, 2025 Email to Plaintiff, bearing Bates number WALSH000832
Exhibit H	Rokoko’s March 22, 2025 Terms of Use, bearing Bates numbers ROKOKO_0000081 through ROKOKO_0000088
Exhibit I	User Activity Log, bearing Bates numbers ROKOKO_0000274 through ROKOKO_0000280

IV. DECLARATION OF GERARDO V. GOROSPE

Exhibit J	Excerpts of the Declaration of Matthew R. Walsh dated April 11, 2026 (ECF No. 167-1).
Exhibit K	Certificate of Registration for Copyright Number PAu 4-279-489
Exhibit L	Copy of Correspondence re Registration for Copyright Number PAu 4-279-489

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Exhibit M*	Deposit Copy for Copyright Registration No. Pau 4-279-489: (M1) tnw_makingof_wip.pdf; (M2) the_next_world_mission_map_for_set.pdf; (M3) the_nothing_rough_script_current.pdf; (M4) tnw_pitch_deck.pdf; (M5*) "nw_trailer_8-23-2024.mp4.
Exhibit N	Certificate of Registration for Copyright Number PAu 4-305-887
Exhibit O	Copy of Correspondence re Registration Copyright Number PAu 4-305-887
Exhibit P	Excerpts of Transcript of July 21, 2026 Deposition of Plaintiff Matthew R. Walsh
Exhibit Q	Email Correspondence dated August 11, 2026 through August 17, 2026
Exhibit R	Email Correspondence dated August 17, 2026 through August 19, 2026
Exhibit S	Email Correspondence dated August 20, 2026
Exhibit T	Plaintiff's Responses to July 28, 2026 Minute Order Compelling Discovery, served August 10, 2026.

Pursuant to the Court's Scheduling and Case Management Order regarding files not conducive to paper or PDF format, Rokoko is submitting **Exhibits B and M5 to the Court via USB flash drive in lieu of a compact disc.*

DATED: August 26, 2026

REED SMITH LLP

By: /s/ Katherine J. Ellena
Katherine J. Ellena
Michael Galibois (*pro hac vice*)
Emily Graue (*pro hac vice*)
Valentino Gorospe IV

*Attorneys for Defendant
Rokoko Electronics*

EXHIBIT A

CONFIDENTIAL SUBJECT TO STIPULATED PROTECTIVE ORDER

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

MATTHEW R. WALSH

Plaintiff,

v.

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

ROKOKO ELECTRONICS, and
DOES 1 through 50, inclusive,

Defendant.

Expert Report of Ricardo Tobon
July 2, 2026

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INTRODUCTION

I have been retained by the law firm Reed Smith LLP on behalf of their client, Rokoko Electronics as an expert in the field of motion capture and animation for video games in connection with the lawsuit brought by Matthew R. Walsh against Rokoko Electronics, captioned *Walsh v. Rokoko Electronics, et al.*, Case No. 2:25-cv-05340-ODW-RAO, pending in the United States District Court for the Central District of California. I will be providing my opinions as an expert in the fields mentioned above.

QUALIFICATIONS

I have worked in the motion capture and animation fields for more than 15 years. I have contributed to industry-defining franchises such as Planet of the Apes, God of War, Uncharted and Last of Us. I have collaborated with world-class studios including Sony Computer Entertainment, Weta Digital, Digital Domain, and DreamWorks Animation.

During my time at Sony Computer Entertainment Visual Art Service Group (“SCE VASG”), I was part of the team tasked with increasing the fidelity and efficiency of their motion capture process. The work included helping the creation of a top-of-the-line character rig that could maintain the highest fidelity possible for Sony’s motion capture pipeline. It also included research, implementation and utilization of best-in-class solving solutions to process the data as well as retargeting motions to game characters. Some of the games I was involved with while at SCE VASG include Uncharted 3, God of War Ascension and The Last of Us.

While working with Weta Digital, I was part of the team responsible for capturing the on set and on location body and face performances of the actors and stunt talent responsible for the digital characters in the blockbuster film Dawn of the Planet of the Apes.

With Digital Domain I’ve worked on the motion edit and final animation part of the process. I was responsible for final cinematic animation for Infamous Second Son, which utilized full performance capture as the basis for the process. I was also responsible for motion edit and final animation for the game trailers for 2ks Battleborn and Evolve.

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During my time working with DreamWorks I helped the studio develop their performance animation process for research and ancillary content. The work included developing character rigs for body and face capture, researching and implementing best practices for retargeting motions and collaborating with both the engineering and animation teams to establish and maintain an efficient mocap pipeline.

In my last few roles I've been in charge of the entire motion capture and final animation process for Tangent Games, Vital XP and Lost Boys Interactive. At Vital XP, I collaborated with an engineering team working on cloud-based game engine technology. I specifically advised the team on animation, motion capture and motion matching as it related to the technology the company was building.

My latest game credit is Animation Director for the Blumhouse Games' psychedelic horror game Sleep Awake. I was in charge of motion capture and final animation for the title.

Alongside my professional experience, I am very active in academia in the animation and motion capture areas. I have developed and taught motion capture courses for Otis College of Art and Design and Full Sail University, and I have given talks on mocap and animation at the University of Southern California and the Game Connection Conference.

A copy of my current curriculum vitae is attached to this report as Exhibit A.

FRCP 26(a)(2)(B) Disclosure

I am being compensated at an hourly rate of \$450 an hour for my time spent researching, forming my opinions and preparing this report. My expenses incurred as a result of my work are being reimbursed and my travel time is compensated at a rate of \$225 an hour. My compensation is not dependent on the substance of my opinions or the outcome of the case.

MATERIALS CONSIDERED IN PREPARATION OF THIS REPORT

In preparing this report I was provided and have considered the following materials:

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Files in Rokoko's possession that are exportable as ".fbx" so they can be reviewed in a third-party software such as Motion Builder, Maya or Blender. The list is as follows:

Mr. Walsh Animation Files in Rokoko's Possession

Cassette Gn.fbx
Clip-7c479dc6.fbx
Clip-a5ca8908.fbx
Clip-ef875c67.fbx
Clip.fbx
Clip 2.fbx
Clip 3.fbx
Clip 4-5a46e62e.fbx
Clip 4-7840fa36.fbx
Clip 4.fbx
Clip 5-db62bd47.fbx
Clip 5.fbx
Clip.fbx
Clip-b49fa113.fbx
Clip-cfa9b657.fbx
Clip.fbx
Clip-566a2cc8.fbx
Clip-5a36485f.fbx
Clip-5d7a6c11.fbx
Clip-7075037d.fbx
Clip-7e3d3fe7.fbx
Clip-8ae1f396.fbx
Clip-8b9d34b2.fbx
Clip.fbx
Clip-63e00025.fbx
Clip-8ac2f600.fbx
Clip-8e10121d.fbx
Clip-9b0d9404.fbx
Clip-b1c54e33.fbx
Clip.fbx

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deleted_Dresden Vert Slice.fbx
deleted_Eden Vert Slice 2.fbx
deleted_Eden Vert Slice-8cd6085e.fbx
deleted_Eden Vert Slice-9af534d2.fbx
deleted_Eden Vert Slice.fbx
deleted_Lex Diatribe 2.fbx
deleted_Lex Redo-31819885.fbx
deleted_Lex Redo.fbx
Dresden Ending Vert Slice.fbx
Dresden Vert Slice.fbx
Eden Vert Slice.fbx
Lex Redo.fbx
VertSlice Dresden After Lex.fbx
VertSlice Dresden Falling Into The Nothing.fbx
VertSlice Dresden Getting Up After The Nothing.fbx
VertSlice Dresden Turret Pull.fbx

Videos Produced by Mr. Walsh

WALSH002555.mp4
WALSH002556.mp4
WALSH002557.mp4
WALSH002558.mp4
WALSH002559.mp4
WALSH002560.mp4
WALSH002561.mp4
WALSH002562.mp4
WALSH002600.mp4
WALSH002602.mp4
WALSH002604.mp4
WALSH002605.mp4
WALSH002606.mp4
WALSH002607.mp4
WALSH002608.mp4
WALSH002609.mp4

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WALSH002610.mp4

WALSH002611.mp4

WALSH002612.mp4

Filings

Plaintiff's Motion for Partial Summary Judgement (ECF No. 167)

Second Amended Complaint (ECF No. 172)

Rokoko's Opp. to MSJ (ECF No. 173)

Declaration of Mikkel Overby ISO Rokoko's Opp. to MSJ (ECF No. 173-2)

Plaintiff's Reply ISO MSJ (ECF No. 174)

Order Denying MSJ (ECF No. 198)

Plaintiff's Response to OSC re MSJ (ECF No. 200)

Mikkel Overby Rough Deposition Transcript

Copyright Registration No. PAu 4-279-489

Copyright Registration No. PAu 4-305-887

SUMMARY OF OPINIONS

As an expert in the motion capture field for visual effects ("VFX"), video games and academia for more than 15 years, I am of the opinion(s) that:

1. Rokoko Electronics is the creator and owner of the Newton rig and model used to solve the motions displayed in Rokoko Studio. This proprietary tool is of critical importance to the motion capture solution they offer to users.
2. Rokoko Electronics is the creator and owner of the code, user interface, algorithms, data structures, export system, and other components that make up the Rokoko Studio software.
3. The motions in Rokoko's possession from Mr. Walsh's use of the cloud-style version of Rokoko Studio are not unique. The motions do not have clear meaning without additional context.

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4. The motions that Rokoko has in its possession from Mr. Walsh's use of the cloud-style version of Rokoko Studio have been affected by poor calibration as well as signal and magnetic interference.

5. The files that Rokoko has in its possession are not at the same stage in the motion capture process as the files Mr. Walsh is using in his cyberpunk themed game "The Next World".

6. From the materials reviewed, I see no evidence that Rokoko Electronics has sub-licensed or distributed any motions from the game "The Next World" to any third party.

CONSIDERATIONS

In order to address the issues in this litigation for which I have been asked to give my opinions, I must first establish some pertinent background and relevant facts.

Components of the Motion Capture Process.

The motion capture process is made out of a number of components that contribute to the final result. These are as follows:

Movement Execution

This is when a subject carries out a motion. Examples can range from very generic (like standing, walking and sitting) to very complex (like unique dance choreographies and difficult stunts). This part of the process can only be observed and understood by being present when these motions are being carried out, or by having comprehensive video reference. In professional motion capture we use both: we have the director, mocap supervisor among other people present while the motions are being carried out, and we also have multiple cameras recording video reference of the motions from different angles so we can later compare the accuracy of the motion with the final result.

Marker Recording

This is the process of recording the effect of a motion into markers placed on the body of the subject carrying out the motion. These can be very different depending on the technology being used. Examples include reflective markers for optical motion capture and inertial sensors for

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inertial motion capture. It is important to understand that what is recorded is the sensor's reaction, not the subject's motion. The human body uses the musculoskeletal system to move—it is composed of several hundred bones and muscles. By comparison, optical motion capture, currently the highest fidelity form of mocap, typically uses around 50 markers for body capture. Inertial motion capture typically uses around 30 sensors when including fingers. In order to try to maintain the most fidelity from the executed motions, every manufacturer of motion capture hardware and software typically creates proprietary tools for this part of the process. It is relevant to note that these tools need to be properly calibrated in order to get optimal results.

Generally, both movement and marker recording get executed simultaneously.

Tracking

This is the process of recreating gaps of data on the markers or sensors. With optical mocap, this is a bespoke step; with inertial motion capture it is rolled into the solving process. Mocap hardware and software manufacturers typically create proprietary tools for this part of the process. This part of the process is independent from the real-time tracking that some systems perform during the recording phase.

Solving

This is the process that converts the marker and sensor data into skeletal data. For many capture systems, this can be the “secret sauce” part of the process. The software interprets the recorded data, estimates bone positions and rotations, applies that interpretation and estimations to the digital skeleton, and produces a motion clip that can be reviewed. In most cases, the solving process happens on a proprietary skeleton and model owned by the software manufacturer. This part of the process is also heavily reliant on proper calibration.

Retargeting

This is the process of transferring the motion from the mocap software's proprietary skeleton to the skeleton or character that the user actually owns. Depending on the tools being used, this may be the first time in the process that happens outside of the proprietary suite that most hardware and software manufactures provide. Some mocap manufacturers provide tools in their software to retarget the solved motion from their proprietary skeleton to a skeleton the user either owns or has licensed. If they do not, the user would need to do the retargeting step in a

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third-party software. Examples of this type of third-party software include Maya, Motion Builder, Blender and Unreal Engine. The retargeting process is not a 1 to 1 process; it is a process that reinterprets the motion from one skeleton to another. This happens due to several factors, including the difference in the number of bones, length of such bones, orientation etc.

Motion Edit

In this phase, the motion gets adjusted to compensate for the discrepancies generated by the tracking, solving and retargeting process. This is also the place where the motions get prepared to be taken into a game engine or software that can render the animations in the case of VFX. In the case of games, this is also where the loops are created so a character can walk indefinitely or stand in place for as long as the player wants, and where the in and out connection poses are created so a character can go seamlessly from one animation to the next. Examples of common software used for motion edit include Maya, 3D Max, Motion Builder, Blender and Unreal Engine.

Animation

In projects with enough time and resources, the final step of the motion generation process is an animation pass. When going for maximum realism and fidelity, the animator will take a look at the video reference gathered during the movement execution. Then, using animation software, they will adjust the motion to match the reference as close as possible. This involves re-posing the rig, creating keyframes, deleting conflicting data, etc. When going for maximum uniqueness in the motions, those new keyframes, pose and data adjustments will be used to transform the motion into something distinctive. Examples of software commonly used for mocap based animation includes Maya, 3D Max, Motion Builder, Blender and Unreal Engine.

In my professional experience, it is after this animation or motion edit step where the motions are professionally considered finalized and usable on a publishable product.

Mocap Tiers

Different mocap systems will produce different results.

In the higher tier are optical motion capture systems, which produce the highest fidelity results. It is not possible to get to a full 1 to 1 parity between a motion carried out by a subject and the solved motion on a digital skeleton, but optical systems get the closest.

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Top commercially available optical mocap solutions include Vicon, Motion Analysis and Optitrack. These solutions have historically had entry level pricing in the tens of thousands to the several hundreds of thousands of dollars. All heavily rely on their proprietary software to provide the highest fidelity solutions. Vicon and Motion analysis with their Blade and Cortex software, respectively, and Optitrack with the Motive software.

In a lower tier are inertial motion capture systems. In this category, XSens stands out for higher fidelity when compared to other inertial systems. This is in part thanks to their software MVN Animate and their proprietary rig and solver. XSens hardware, when including gloves and software, runs from the tens of thousands of dollars plus a monthly or yearly charge to use their software.

In the entry level tier of the inertial mocap bracket is where Rokoko stands. They have successfully made the system accessible for individuals looking to start using motion capture. Alongside their suit and sensors, Rokoko has spent a lot of time and effort polishing their software—Rokoko Studio. The software is very simple to use, and its proprietary solving system and “Newton” rig can achieve very good results when calibrated properly. The hardware is priced around four thousand dollars when including gloves. The software starts from a free tier to under two thousand dollars a year for the top software tier.

Other offerings in the inertial mocap bracket include Noitom’s Perception Neuron with their software Perception Neuron Studio and Mocopi from Sony with their Mocopi app. Mocopi is the least expensive solution, starting at a few hundred dollars for six sensors.

All of the providers in the different motion capture tiers place a high value on the software solutions they offer to stay competitive. They adjust their software and license agreements as the market changes to better fit their business model needs.

STATEMENT OF RATIONALE FOR OPINIONS

The statements of rationale for the opinions expressed herein are based on the information made available to me at the time that I prepared this report. I am also relying on my years of experience in the motion capture and animation process for video games and VFX as well as

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my experience as a University Professor teaching the process. It is my understanding that the documents supporting Mr. Walsh's copyright registration have been requested in discovery and that Mr. Walsh has not provided them. In particular, I understand that Rokoko has requested that Mr. Walsh produce the "deposit copy" of his work that he submitted to the U.S. Copyright Office, but that Mr. Walsh has not produced it. I reserve the right to supplement or amend this report as well as the basis for my conclusions based on the nature and content of the documentation, data, proof, and other evidence or testimony that Mr. Walsh, Rokoko or any other expert may present, or based on any additional discovery or other information provided to me or found by me in this matter.

1. Rokoko Electronics is the creator and owner of the Newton rig and model used to solve the motions displayed in Rokoko Studio. This proprietary tool is of critical importance to the motion capture solution Rokoko offers to users.

Rokoko, in order to be able to provide a motion capture solution that can interpret the data that their inertial markers record, created a rig and model that is able to work with their hardware and software in the best possible way according to the needs of such hardware and software. They called this tool "Newton".

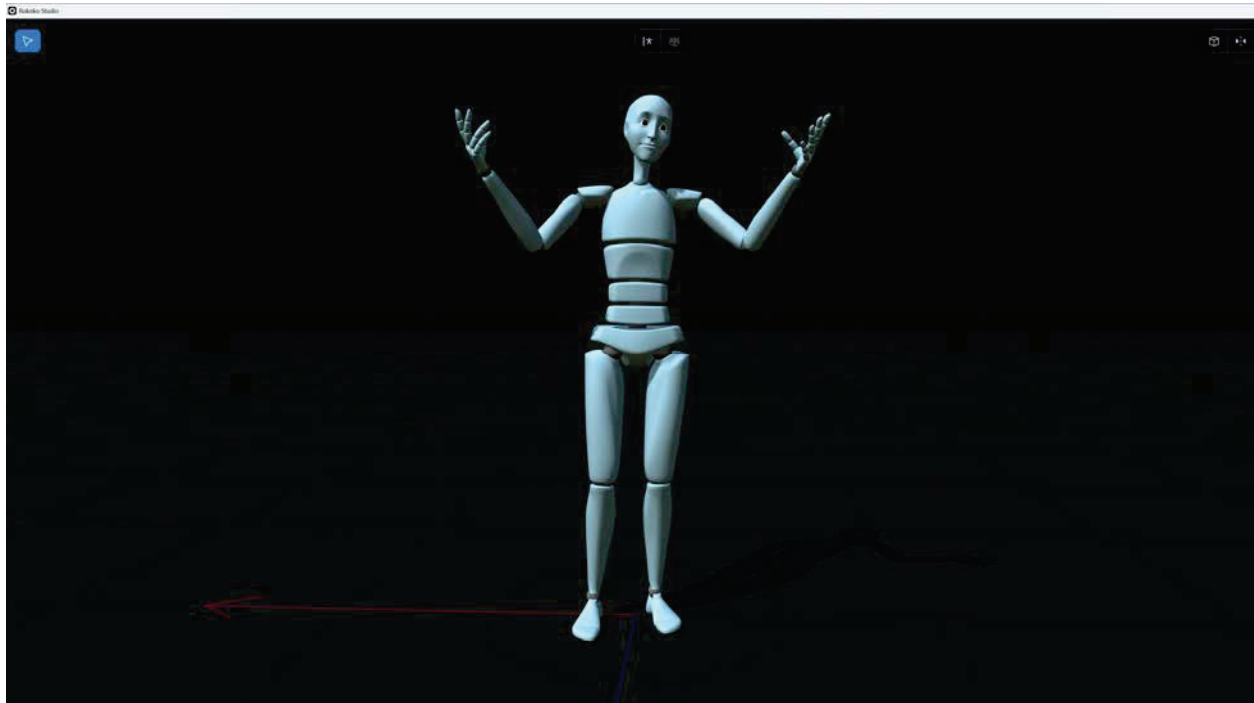
The rig itself is composed of 75 bones when including head, finger and toe tips. There is also a geometry component to Newton encompassing the body and face models. The creation of Newton involved the work of not only riggers, but also 3D modelers.

In my professional experience, a significant amount of research and labor goes into creation of a tool like Newton, this process generally involves close collaboration between different teams in different disciplines.

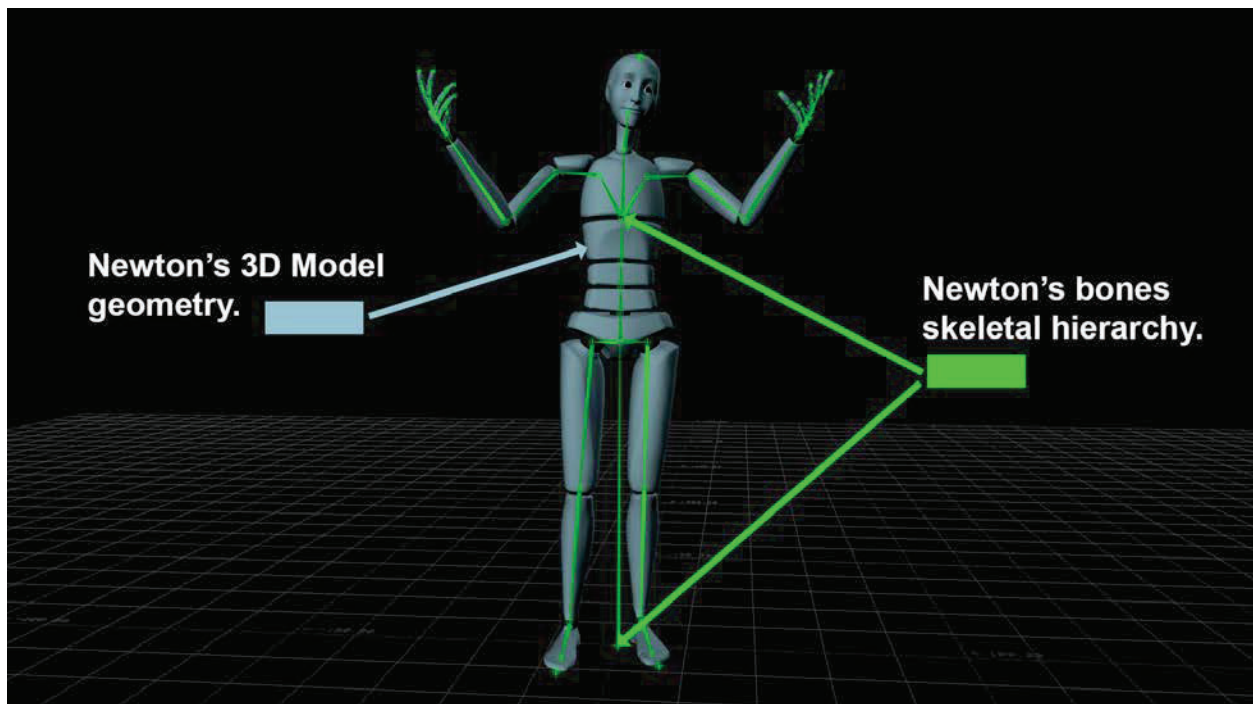
When using Rokoko's inertial motion capture solution, their proprietary Newton rig and model are of paramount importance to the interpretation of motion carried out by an individual and the conversion of that motion into skeletal data as well as its subsequent display.

Since the recording, tracking and solving process is happening, for all intents and purposes, simultaneously in Rokoko Studio, the Newton rig is also involved in the process of a user creating motions.

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Rokoko Studio's Newton rig and model.



Display of Newton's skeletal structure and 3D geometry.

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2. Rokoko Electronics is the creator and owner of the code, user interface, algorithms, data structures, export system, and other components that make up the Rokoko Studio software.

In order to be able to provide a solution that would allow users to record the data generated by the Rokoko sensors, convert the recorded data into a skeletal solution that would resemble a human figure, and then allow the export of the result for retargeting and other subsequent phases of the motion capture process, the company had to embark in the strenuous multidisciplinary effort of creating Rokoko Studio.

From my experience working with companies that develop technology and software, I have witnessed firsthand the large amount of work and resources that are involved in creating a complex computer program. Things that users take for granted, like UI to interact with the software, or being able to display 3D elements in a viewer, take lots of research, experimentation and iteration. As the capabilities of the software become more robust, the creation process becomes even more complex and demanding.

As the users and markets evolve, so do software solutions. To this end, the development of Rokoko Studio has continued in order to navigate industry trends. For example, the software has transitioned from desktop-first into a more cloud-style approach.

Software changing to adapt to market changes is not new. In the early days of my career, Photoshop came on a CD, and you needed a license key to be authorized to use the software. The current version of Photoshop requires a monthly subscription to use the tool. As software evolves, so does the way in which it is offered to users and the licenses needed to use it.

At a few places that I worked, teams would search for new software offerings because they did not like the way available tools handled certain scenarios. In some cases they would even create new software so they would not depend on third party tools.

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3. The motions in Rokoko's possession created by Mr. Walsh are not unique. The motions do not have clear meaning without additional context.

I reviewed over 50 minutes of data in Rokoko's possession from Mr. Walsh's use of the cloud-style version of Rokoko Studio. It is my understanding Mr. Walsh had access to a previous version of Rokoko Studio that operated in a desktop-first style. Rokoko does not have access to the motions from that version of the software.

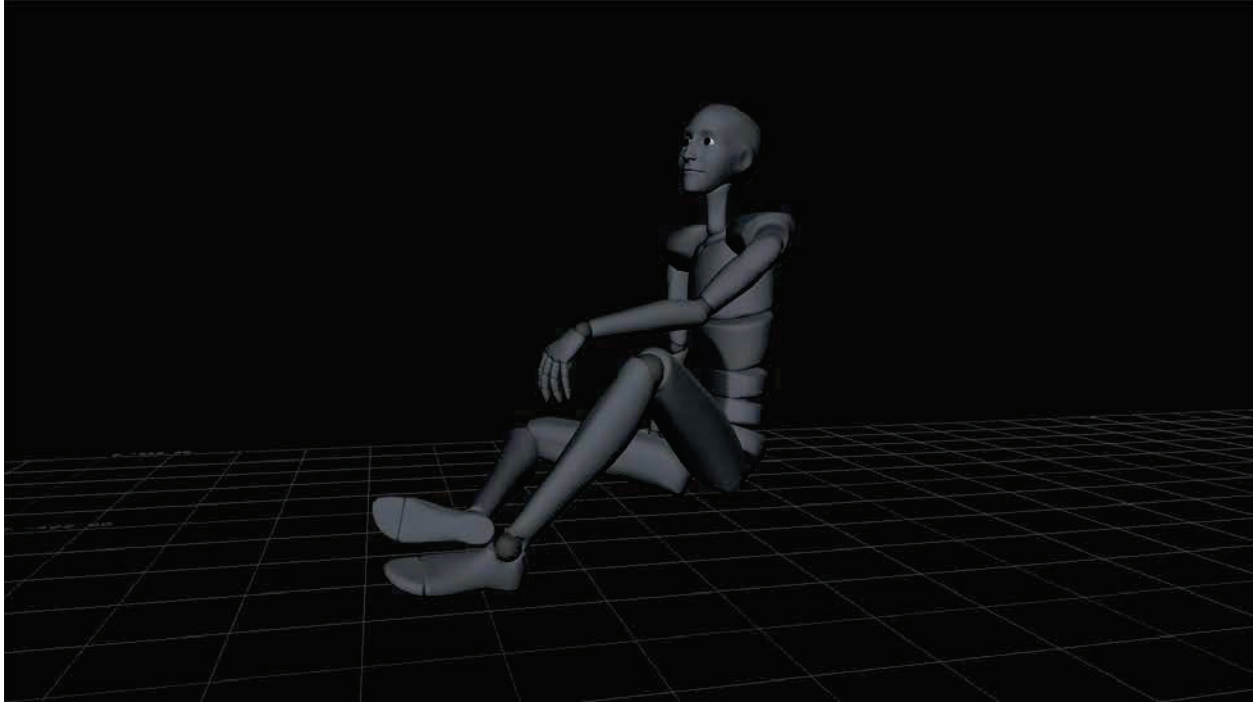
The files I reviewed contained a person performing basic moves. Most were of an individual standing, looking around, walking, sitting, gesticulating with their arms. The actions were executed in a generic manner, with very neutral style and timing and are not character specific. It is not possible to infer the age, gender or occupation of the individual by just looking at the available motions.

In my experience, no specialized training or skills would be needed to carry out these movements. Any of the tens of thousands of Rokoko Studio users with average physical ability and coordination can execute the same motions.

The generic nature of the moves makes it hard to connect them with anything in particular without additional context such as the game models, environments and audio. Someone is gesticulating, but what are they saying? Are they talking about their job, about food, recent events, a player mission? Is the individual on a city, an island, a ship?

Mr. Walsh's game "The Next World" takes place in a sci-fi dystopian cyberpunk city. The moves in the files I reviewed from the cloud version of Rokoko Studio lack the specificity needed to place them in such a setting without additional information or context.

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Generic "sitting on ground" style motion from Mr. Walsh's files reviewed.

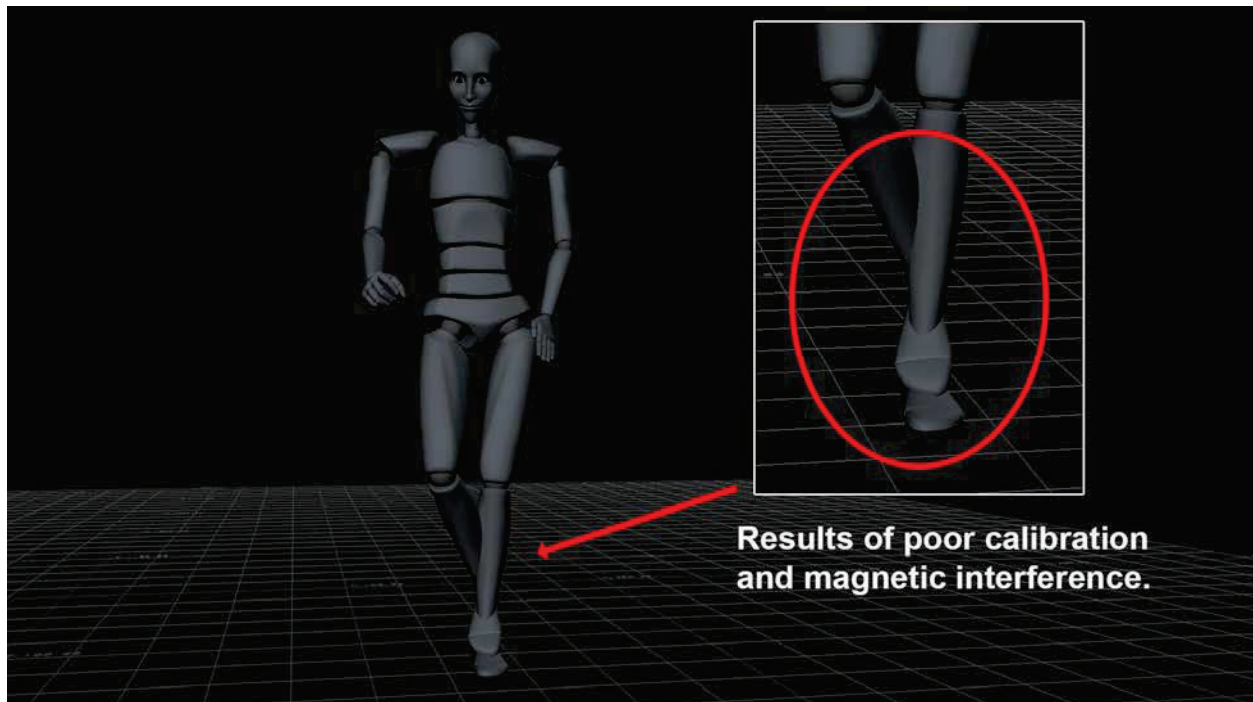
4. The motions that Rokoko has in its possession from Mr. Walsh's use of the cloud-style version of Rokoko Studio have been affected by poor calibration as well as signal and magnetic interference.

As I mentioned in the considerations part of this report, the motions that an individual performs tend to deviate from the outputs of the motion capture software. On the inertial capture tier, this deviation gets introduced at the capture stage when the motions of hundreds of muscles and bones are pared down to a handful of sensors. The deviation compounds more and more as we move through the different stages of the process, like the solving stage, where Rokoko Studio interprets the recorded data, estimates bone positions and rotations, and applies those interpretations and estimations to its proprietary digital skeleton.

In my professional experience, to achieve the best results using inertial motion capture, the user needs to properly calibrate the solution and make sure the calibration stays relevant as the capture day progresses. Users also need to record in spaces with minimal signal and magnetic interference. Failing to do so will exacerbate and compound the deviation from the carried-out motions to the synthesized results.

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I am able to see the effects of poor calibration as well as signal and magnetic interference in the motions I reviewed. They are introducing artificial movements such as leaning, drifting of the figure, sliding, pulling. In my opinion these errors are quite common among users of inertial motion capture solutions, it's part of the learning curve of technology itself. These issues can be mitigated in later stages of the process such as the motion edit phase.



Feet intersection error from the files reviewed.

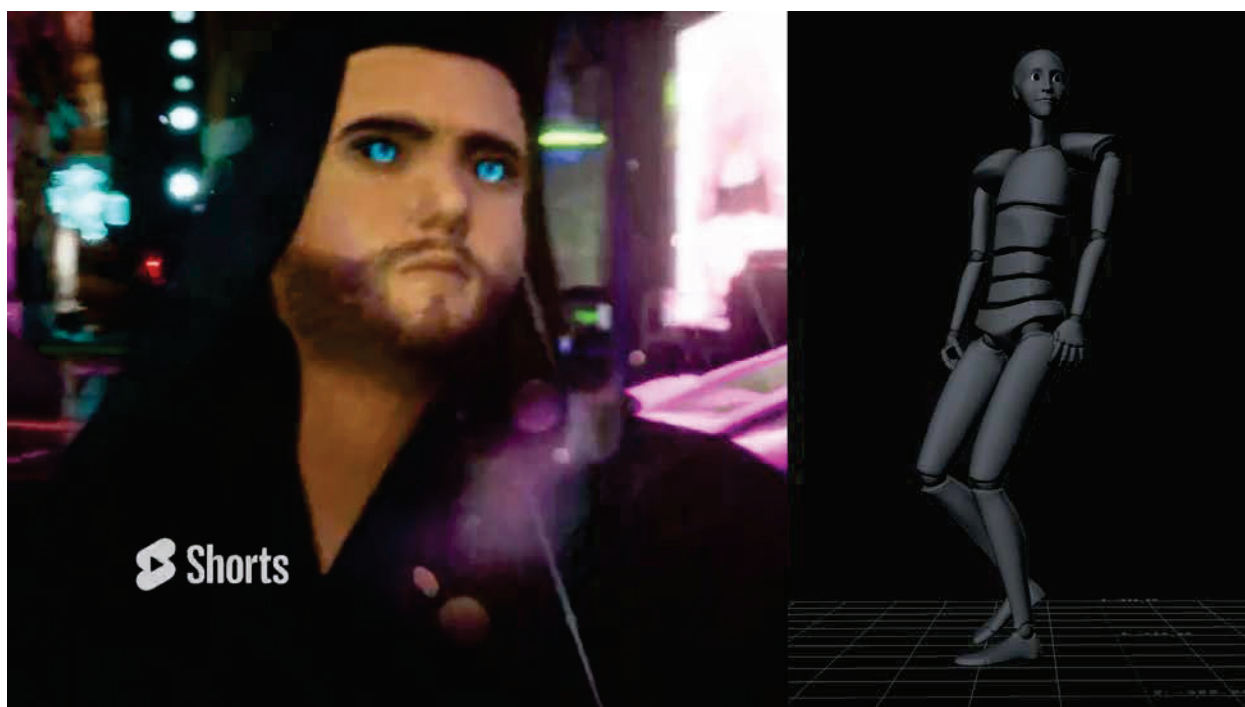
5. The files that Rokoko has in its possession from Mr. Walsh's use of the cloud-style software are not at the same stage in the motion capture process as the files Mr. Walsh is using in his cyberpunk themed game "The Next World".

The motions create by Mr. Walsh from Rokoko Studio are using the software's proprietary rig and model Newton. In my professional experience, motions that are at this part of the process, called the solving stage, are not ready to be used in a publishable product. At this phase, the motions still contain proprietary elements from the software that the user does not own. In order to get the motions into a rig that a user can use on a shippable product, the motions need to be retargeted.

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As I mentioned in the considerations part of this Report, the retargeting process is not a 1 to 1 process. It is a process that reinterprets the motion from one skeleton to another because among other things, the difference between the number of bones, length of such bones, orientation, etc.

From the videos provided by Mr. Walsh that I reviewed, it looks like he is using 3D models and rigs from platforms like DAZ 3D or Reallusion. These character solutions will have their own bone counts, as well as orientation and length that would affect the results of the retargeting stage.



The "Next World" still image on the left, Rokoko Studio file on the right.

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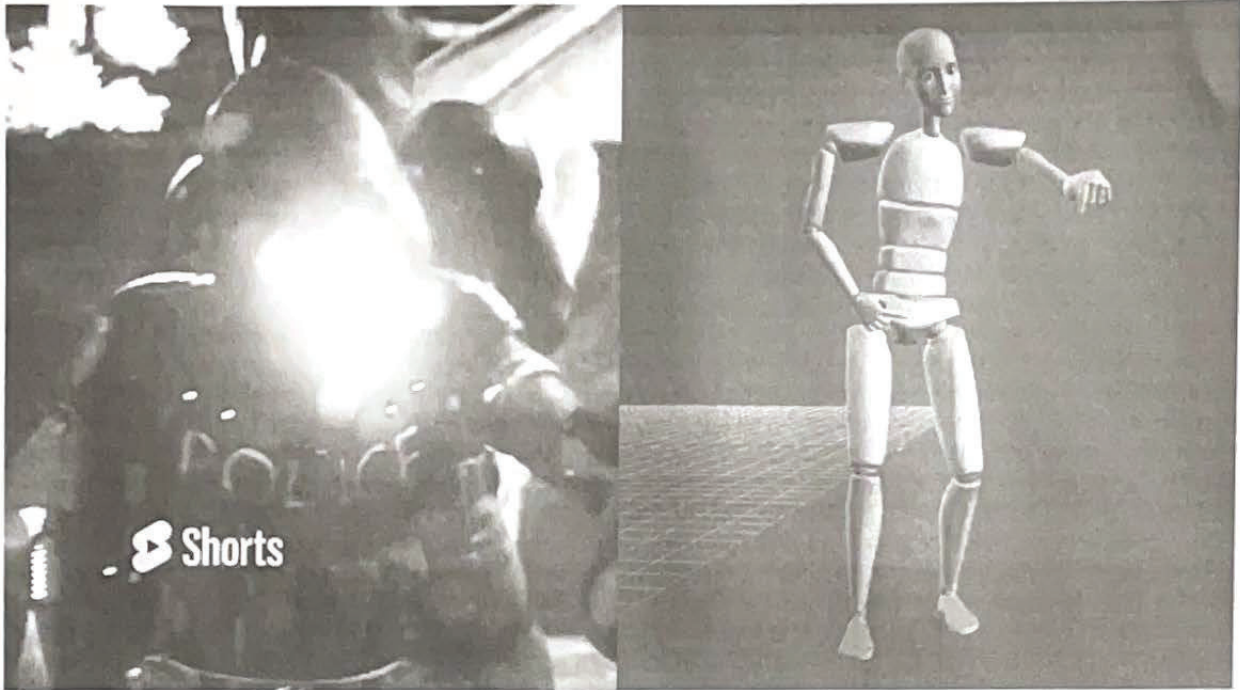


The “Next World” still image on the left, Rokoko Studio file on the right.

6. From the materials reviewed, I see no evidence that Rokoko has sub-licensed or distributed any motions from the game “The Next World” to any third party.

In my professional opinion, I have not seen any material from Rokoko or Mr. Walsh that demonstrates that Rokoko has sub-licensed or redistributed any of the content from the game “The Next World”. I have not seen any third-party data of examples that would support this claim.

Dated:

CONFIDENTIAL SUBJECT TO STIPULATED PROTECTIVE ORDER

The "Next World" still image on the left, Rokoko Studio file on the right.

6. From the materials reviewed, I see no evidence that Rokoko has sub-licensed or distributed any motions from the game "The Next World" to any third party.

In my professional opinion, I have not seen any material from Rokoko or Mr. Walsh that demonstrates that Rokoko has sub-licensed or redistributed any of the content from the game "The Next World". I have not seen any third-party data of examples that would support this claim.

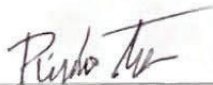

Dated: July 2, 2026

EXHIBIT A

RICARDO TOBON

Mocap, Animation, VFX

SUMMARY

I'm a creative artist and leader with a passion for mocap and animation. Over the past 15+ years, I've led mocap, animation, cinematic and virtual production efforts at top studios including Sony Interactive Entertainment, Digital Domain, Weta Digital, and DreamWorks Animation. My credits span iconic franchises like *Uncharted*, *The Last of Us*, *God of War*, and *Planet of the Apes*. I'm excited to help shape the future of entertainment by merging artistry and technical mastery with creative vision.

EXPERIENCE

- | | |
|-----------------------------------|---|
| September 2024–
Current | Creative Director
<u>Alecardo</u> , Los Angeles, California <ul style="list-style-type: none">• Establish the creative vision for internal games and projects.• Provide support for external clients. |
| January 2024–
Current | Associate Professor
<u>Otis College of Art and Design</u> , Los Angeles, California <ul style="list-style-type: none">• Teach animation, motion capture, rigging, acting, and production courses.• Guide students through professional animation and mocap pipelines.• Lead critiques, mentor student projects, and develop course materials. |
| September 2022–
September 2023 | Director of Animation
<u>Lost Boys Interactive</u> , Los Angeles, California <ul style="list-style-type: none">• Director of Animation for internal and external AAA games.• Collaborated with the art directors to define animation styles.• Mentored game design, animation, art, and tech art teams. |
| December 2018 –
April 2022 | Animation Director
<u>Vital XP</u> , Los Angeles, California <ul style="list-style-type: none">• Established the style and feel of animation for Vital XP.• Provided direction and mentorship to the internal and outsourcing animation teams.• Advised engineers and technical artists best possible animation systems and integration. |
| April 2015 –
November 2018 | Head of Animation & Virtual Performance
<u>Tangent Games (formerly Tangentlemen)</u> , Los Angeles, California <ul style="list-style-type: none">• Provided the highest level of animation for the studio.• Gave feedback, direction and mentorship to the internal and outsourcing animation teams.• Worked with the technical team to ensure the studio had the best rigs for the animation team.• Created previs sequences for in-game interactions and cinematics. |

EXPERIENCE (CONTINUED)

- May 2014 –
April 2015 **Performance Animation Consultant**
DreamWorks Animation, Los Angeles, California
- Helped develop and implement DreamWorks' performance animation process.
 - Provided the highest quality of virtual performance and production.
 - Helped the studio leverage virtual production techniques to lower the cost of animation.
- December 2013 –
May 2014 **Animation and Camera Layout**
Digital Domain, Los Angeles, California
- Game trailer for Battleborn (Animation & Layout | PC, Xbox One, PS4).
 - Cinematics for Infamous: Second Son (Animation | PS4).
 - Game trailer for EVOLVE (Animation | PC, Xbox One, PS4).
- May 2013 –
November 2013 **On-location Mocap Consultant**
Weta Digital | 20th Century Fox, Various U.S. Locations
- Dawn Of The Planet Of The Apes.
 - Part of the team tasked with capturing the performances of Andy Serkins, Toby Kebbell, Judy Greer, Karin Konoval, Terry Notary and the rest of the apes cast alongside main live-action photography.
 - Part of the virtual production team capturing digital performances on the mocap stage.
- February 2011 –
April 2013 **Lead Technical Animator**
Sony Interactive Entertainment America, San Diego, California
- Games:** MLB The Show | Shadow Fall | Knack | The Last of Us | Uncharted 3: Drake's Deception | God of War Ascension | Resistance: Burning Skies | Uncharted: Golden Abyss | Fuse | Dust 514 | Sorcery | Defiance | Full list of game credits available upon request.
- Feature Films:** Edge of Tomorrow (Mocap TD) | Oz: The Great and Powerful (Mocap TD). | Men In Black 3 (Mocap TD) | The Amazing Spiderman (Mocap TD).
- May 2004 –
April 2013 **Freelance Animator & Digital Artist**
Various clients & projects, Various Locations
- Freelance services in, direction, animation, virtual production and previs.
- Projects Include:** Harry Potter and the Forbidden Journey (Previs Animator) | Rock Trooper (Writer & Director) | Holy Shot (Director & Cinematographer) | Flight of Icarus (Writer & Director) | Mark MacKenna's Banana Tail (Animator).
- Jun 2004 –
February 2011 **Professor of Motion Capture, Software Technology and Art History**
Full Sail University, Orlando, Florida.
- Designed the Motion Capture, Art History and Software Technology courses, lab assignments and related learning materials.
 - Lectured in the Motion Capture, Art History and Software Technology courses.
 - Responsible for the Motion Capture and CG camera lab.
 - Managed, trained and mentored the instructional team, including associate professors, lab instructors and lecture assistants.
 - Maintained office hours for consultation with the students.
 - Participated in committees to revise the relevance of the Computer Animation Program.
 - Met students on panel interviews to evaluate their work and progress through the program.
 - Promoted from associate professor for character rigging.

SELECTED BIBLIOGRAPHY & FILM FESTIVALS

- September 2017 **Guest Lecturer**
USC Interactive Media & Games Division, Los Angeles, California
- Lectured on the animation, art and tech of the psychedelic horror game “Here They Lie”.
- November 2012 **International Lecturer**
Game Connection Europe, Paris, France
- Lectured on the subject of high-end animation and motion capture for games and films.
- November 2012 **Official Selection**
LA Comedy Film Festival, Los Angeles, California
- Rock Trooper (Writer & Director).
- March 2011 **Official Selection**
San Diego Latino Film Festival, San Diego, California
- Holy Shot (Director & Cinematographer).
- February 2007 – April 2010 **Chair**
Motion Capture Club, Online
- Helped generate awareness about the art and technology of motion capture.
 - Shared techniques commonly used in the mocap industry.
 - Helped upcoming artist showcase their talents.
 - Helped the motion capture community grow.
- February 2010 **Guest Lecturer**
Savannah International Animation Festival, Savannah, Georgia
- Lectured on the convergence of traditional animation and motion capture.
- June 2008 – June 2009 **Author**
Foris Force, Orlando, Florida
- Wrote Amazon’s bestseller text guide “The Mocap Book: A Practical Guide to the Art of Motion Capture”.
- January 2008 **International Lecturer**
Northumberland Rising Creative Labs, UK
- Participated as a lecturer for the creative labs for the Northumberland Rising project.
 - Hosted a live-remote motion capture session for the event.
 - Collaborative motion capture / live music performance with Nitin Sawhney and Sandra Kerr.

EDUCATION

- May 2004 **Master of Fine Arts in Computer Art**
Savannah College of Art and Design (SCAD), Savannah, Georgia
3D Animation Track.
- July, 2001 **Bachelor of Arts in Communication and Journalism**
Universidad Pontificia Bolivariana (UPB), Medellín, Colombia
Major in Film and Television.

SKILLS

- Mocap, Animation, Direction, Virtual Production, Previs, Layout, Cinematography, Rigging.
- Software: Maya, Motion Builder, Unreal Engine 4, 3D Max, Blade, Unity3D, Cortex, Endorphin.
- Languages: Fluent in English and Spanish.

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 July 2, 2026, I served the following document(s) by the method indicated below:

Ex ert Re ort of Ricardo Tobon

☒ 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 per ury under the laws of the United States that the above is true and correct. Executed on July 2, 2026 at Los Angeles, California.



Heather Valencia

EXHIBIT B

Produced via Flash Drive

EXHIBIT C

CONDITIONALLY FILED UNDER SEAL

Page 31

EXHIBIT D

CONDITIONALLY FILED UNDER SEAL

Page 33

EXHIBIT E

08/05/2025, 12:37

Rokoko ROW · Orders · RKK#3063 · Shopify Plus

 > **RKK#3063** ● Paid ● Fulfilled Archived

August 28, 2020 at 9:11 am from Draft Orders

 **Fulfilled (2)** RKK#3063-F1

UPS tracking number

1Z1FA1990493250947 ● Delivered

Deliver by

Friday, September 18, 2020



SmartSuit Pro

M \$2,495.00 × 2 \$4,990.00

SKU: RKK-SSP-01-M

Customer ...

Matthew Walsh

1 order

Contact information

dev@playnothing.com

Shipping address

Matthew Walsh
28435 Ascent Way
Santa Clarita CA 91350
United States
+1 661-644-0012

Billing address

Same as shipping address

 **Paid**

Subtotal	2 items	\$4,990.00
Discount	Influencer Discount	-\$1,247.50
Shipping	Standard shipping (6.188 kg: items 6.0 kg, Package 0.188 kg)	\$50.00
Total		\$3,792.50
Paid		\$3,792.50

Metafields

Return Reason

Timeline

December 15, 2020

☐ Ivelina Georgieva (deleted) removed the note on this order. 1:19 PM

☐ Ivelina Georgieva (deleted) added a note to this order. 12:40 PM

September 16, 2020

☐ This order was archived. 10:31 AM

☐  Shippo - Simplified Shipping sent a shipping confirmation email to Matthew Walsh (dev@playnothing.com). 10:31 AM

☐  Shippo - Simplified Shipping fulfilled 2 items from Sankt Gertruds Stæde 6E. 10:31 AM

08/05/2025, 12:37

Rokoko ROW · Orders · RKK#3063 · Shopify Plus

August 28, 2020

- ☐ Order confirmation email was sent to Matthew Walsh (dev@playnothing.com). 9:11 AM
- ☐ A \$3,792.50 USD payment was processed using a American Express ending in 1009. 9:11 AM
- ☐ Unable to process a payment for \$3,792.50 USD using a American Express ending in 1009. 9:11 AM
- ☐ Unable to process a payment for \$3,792.50 USD using a American Express ending in 1009. 9:11 AM
- ☐ This order was created for Matthew Walsh from draft order #D1273 . 9:11 AM

08/05/2025, 12:37

Rokoko ROW · Orders · RKK#3118 · Shopify Plus

 > **RKK#3118** Paid Fulfilled ArchivedSeptember 10, 2020 at 11:34 pm from  RokokoCheckout Fulfilled (1) RKK#3118-F1

Fulfilled

December 18, 2020

DHL Express tracking number
4769983245**Smartgloves**

M

\$995.00 × 1 \$995.00

SKU: RKK-SG-01-M

Notes

Size M+L!

Channel Information

Channel

RokokoCheckout

Customer ...

Matthew Walsh

1 order

Contact information

matthew@logicnine.com

Shipping addressMatthew Walsh
WINTERYEAR STUDIOS LOS ANGELES
28435 Ascent Way
Santa Clarita CA 91387
United States
+1 661-644-0012**Billing address**

Same as shipping address

 Fulfilled (1) RKK#3118-F2

Fulfilled

December 23, 2020

DHL Express tracking number
6429895566**Smartgloves**

M

\$995.00 × 1 \$995.00

SKU: RKK-SG-01-M

 Paid

Subtotal	2 items	\$1,990.00
Discount	DN_23C19B5CE63E3449AB9CE18C19547129 -	\$200.00
Shipping	Standard shipping (6.188 kg: Items 6.0 kg, Package 0.188 kg)	\$25.00
Total		\$1,815.00
Paid		\$1,815.00

Metafields

Return Reason

Timeline

December 23, 2020



This order was archived.

11:21 AM

 Shippo - Simplified Shipping sent a shipping confirmation email to Matthew Walsh (matthew@logicnine.com).

11:21 AM

08/05/2025, 12:37

Rokoko ROW · Orders · RKK#3118 · Shopify Plus

- ☐  Shippo - Simplified Shipping fulfilled 1 item from Sankt Gertruds Straede 6E. 11:21 AM

December 18, 2020

- ☐  Shippo - Simplified Shipping sent a shipping confirmation email to Matthew Walsh (matthew@logicnine.com). 2:46 PM
- ☐  Shippo - Simplified Shipping fulfilled 1 item from Sankt Gertruds Straede 6E. 2:46 PM

December 15, 2020

- ☐ Ivelina Georgieva (deleted) edited the note on this order. 1:48 PM
- ☐ Ivelina Georgieva (deleted) edited the note on this order. 1:23 PM

November 20, 2020

- ☐ Ivelina Georgieva (deleted) added a note to this order. 11:05 AM

September 10, 2020

- ☐ Order confirmation email was sent to Matthew Walsh (matthew@logicnine.com). 11:34 PM
- ☐ A \$1,815.00 USD payment was processed using a American Express ending in 1009. 11:34 PM
- ☐ Matthew Walsh placed this order on RokokoCheckout (checkout #14713919996059). 11:34 PM

EXHIBIT F

END USER LICENSE AGREEMENT

1. Parties and background

1.1. This Rokoko Studio End User License Agreement (hereinafter referred to as "EULA") is a non-exclusive, legally binding end user license agreement between any organisation ("END-USER") that uses or acquires a Rokoko Studio software license from Rokoko Electronics ApS, company no. 35 68 06 67, Sankt Gertruds Straede 6 E, 1129 Copenhagen K, Denmark ("Licensor" or "Rokoko").

1.2. By installing, copying, accessing, downloading or otherwise using Rokoko Studio software, END-USER agrees to be bound by the provisions of this EULA.

1.3. The subject matter of this EULA is the use by END-USER of Rokoko Studio software. The Rokoko Studio software is licensed, not sold, and the use under the license is subject to certain restrictions and limitations, including but not limited to a time limitation.

2. Declaration regarding USE of Rokoko Studio software

2.1. The END-USER confirms that any use of Rokoko Studio software acquired by it under the terms and conditions of this EULA will be used by the END-USER for commercial, scientific or academic purposes.

3. END-USER's Rights and Obligations

3.1. Licensor grants to the END-USER a non-exclusive, worldwide, license to the Rokoko Studio software licensed by the END-USER.

3.2. END-USER may not reproduce, distribute, sublicense, rent, lease or lend any version of the Rokoko Studio software. It is emphasized that the END-USERS shall not be entitled to distribute or transfer in any way (including, without, limitation by way of sublicense) the Rokoko Studio software. Without limitation of the foregoing it is emphasized that END-USER shall not be entitled to share the costs related to the licensing of Rokoko Studio software and then let any third party that has contributed to such license use the software (forum pooling).

3.3. END-USER is granted a license to install and use the licensed Rokoko Studio software on an unlimited number of computers of the END-USER.

3.4. With respect to any licensed Rokoko Studio software, no modification, integration or any other use of this software shall: (i) infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (ii) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to liability of any kind; (iii) be fraudulent, false, misleading, or deceptive; (iv) be defamatory, obscene, pornographic, vulgar, or offensive; (v) promote discrimination, bigotry, racism, hatred, harassment, or harm

against any individual or group; (vi) promote violence or actions that are threatening to any other person; or (vii) promote illegal or harmful activities or substances.

4. Subscription and billing

4.1. Access to the Rokoko Studio Basic software is free for individual users (identified by e-mail accounts) registered by END-USER.

4.2. Access to the Rokoko Studio Plus software is subject to a monthly / yearly subscription fee of USD 24.00 / USD 228.00, excluding VAT and taxes, per individual user (identified by e-mail accounts) registered by END-USER.

4.3. Access to the Rokoko Studio Pro software is subject to a monthly / yearly subscription fee of USD 49.00 / USD 468.00, excluding VAT and taxes, per individual user (identified by e-mail accounts) registered by END-USER.

4.4. Access to the Rokoko Studio Enterprise software is subject to a monthly / yearly subscription fee of USD 119.00 / USD 1,188.00, excluding VAT and taxes, per individual user (identified by e-mail accounts) registered by END-USER.

4.5. The subscription fee is payable monthly or yearly in advance. Licensor reserves the right to change the subscription fee with 1 (one) months prior notice.

4.6. The license fee for each Rokoko Studio Add-On is set out on the Licensor webshop. Licensor reserves the right to change the license fee of the Add-Ons from time to time one month notice.

4.7. END-USER shall pay the subscription fee and the license fee for the Rokoko Studio software in accordance with the payment process provided on the Licensor webshop. If Licensor cannot charge the END-USER payment method for any reason (such as expiration or insufficient funds), and the END-USER have not cancelled the Subscription, the END-USER remain responsible for any uncollected amounts, and Licensor will attempt to charge the payment method as the END-USER may update your payment method information.

4.8. All subscription fees, license fees and any other payment under this EULA are invoiced by Licensor, unless and until Rokoko notifies the END-USER differently in writing.

5. Consent to use data

5.1. END-USER agree that Licensor may collect and use technical data, usage data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if

any) related to the Rokoko Studio software and Rokoko Studio Add-On. Licensor may use this information to improve its products or to provide services or technologies to END-USER.

6. Termination

6.1. Without prejudice to any other rights, Licensor may terminate this EULA with immediate effect if END-USER fails to comply with the terms and conditions of this EULA and the Terms or in any way abuse or misuse the Rokoko Studio software.

6.2. In the event of abuse or misuse LICENSOR shall have the right to sue for infringement and/or breach of contract, for which LICENSOR will seek all damages and remedies available including attorney's fees and all associated costs plus all estimated current and future earnings incurred by the END-USER as a result of the abuse or misuse.

6.3. In the event of termination of this EULA due to a breach by END-USER, all license rights granted herein terminate.

6.4. Each Party may terminate the EULA without cause at any time with 1 (one) month notice to the end of a calendar month.

7. Trademarks

7.1. This EULA does not grant END-USER any rights in connection with any trademarks or service marks of Licensor or Licensor's other suppliers.

8. Copyright

8.1. The Rokoko Studio software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

8.2. All title and intellectual property rights in and to the Rokoko Studio software (including but not limited to any software, images, photographs, animations, graphics, 3D graphics, video, audio, music, text, tutorials, and iapplets incorporated into the Rokoko Studio software), the accompanying printed materials, and any copies of the Rokoko Studio software are owned by Licensor. All rights not expressly granted are reserved by Licensor. For greater certainty and without limitation of the foregoing, use of Rokoko Studio software, whether modified as permitted hereunder or unmodified, is limited to use as expressly provided in this EULA.

9. No stealing

9.1. END-USER agrees not to access (or attempt to access) Rokoko Studio software by any means other than through the interface that is provided by Licensor, unless END-USER has been specifically allowed to do so in a separate agreement with Licensor. END-USER specifically agrees not to access (or attempt to access) any Rokoko Studio software through any automated means (including use of scripts, crawlers or similar technologies from time to time).

10. Disclaimer of Warranties

10.1. END-USER EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE ROKOKO STUDIO SOFTWARE IS AT END-USER'S SOLE RISK AND THAT THE ROKOKO STUDIO SOFTWARE IS PROVIDED ìAS ISî AND ìAS AVAILABLEî WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO END-USER THAT: (A) END-USER'S USE OF THE ROKOKO STUDIO SOFTWARE WILL MEET END-USER'S REQUIREMENTS, (B) END-USER'S USE OF THE ROKOKO STUDIO SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY END-USER AS A RESULT OF END-USER'S USE OF THEROKOKO STUDIO SOFTWARE WILL BE ACCURATE OR RELIABLE, AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO END-USER AS PART OF THE ROKOKO STUDIO SOFTWARE WILL BE CORRECTED.

10.2. END-USER'S USE OF ANY ROKOKO STUDIO SOFTWARE IS AT END-USER'S OWN DISCRETION AND RISK AND END-USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO END-USER'S COMPUTER SYSTEM, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

10.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES TERMS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES TERMS AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ANY ROKOKO STUDIO SOFTWARE.

10.4. NONE OF THE ROKOKO STUDIO SOFTWARE ARE INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER ACTIVITIES WHERE THE FAILURE OF THE ROKOKO STUDIO SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

11. Limitation of Liability

11.1. THE LIABILITY OF THE LICENSOR AND ITS SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND OTHER AFFILIATES TOWARDS END-USER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY UNDER THESE TERMS WILL BE LIMITED TO THE AMOUNTS PAID TO LICENSOR BY END-USER IN THE PAST SIX MONTHS FOR THE ROKOKO STUDIO SOFTWARE RELATING TO THE DISPUTE. IN NO EVENT SHALL LICENSOR OR ITS SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND OTHER AFFILIATES BE LIABLE TO

END-USER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE ROKOKO STUDIO SOFTWARE DOWNLOADED OR OTHERWISE OBTAINED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.2. END-USER EXPRESSLY UNDERSTANDS AND AGREES THAT LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO END-USER FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY END-USER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE PLACED BY END-USER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN END-USER AND LICENSOR OR ANY, DEVELOPER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN THE ROKOKO STUDIO SOFTWARE; OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE ROKOKO STUDIO SOFTWARE (OR ANY FEATURES WITHIN THE ROKOKO STUDIO SOFTWARE); (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH END-USER'S USE OF THE ROKOKO STUDIO SOFTWARE; (IV) END-USER'S FAILURE TO PROVIDE ROKOKO WITH ACCURATE ACCOUNT INFORMATION;

11.3. NOTHING IN THE TERMS EXCLUDES THE LIABILITY FOR LICENSOR, ITS SUBSIDIARIES OR AFFILIATES FOR: (I) DEATH AND PERSONAL INJURY CAUSED BY NEGLIGENCE; (II) FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW.

12. Amendments

12.1. Licensor reserves the right to amend the terms and conditions of the EULA at any time with 1 (one) month prior notice. The most recent version of the EULA may be found at www.rokoko.com.

13. Export Restrictions

13.1. Rokoko Studio software may be subject to laws, administrative regulations and executive orders of those authorities responsible according to any applicable laws relating to the control of imports and exports of the Rokoko Studio software (iExport Laws). You agree to comply with all applicable Export Laws and you shall not export or re-export

directly or indirectly (including via remote access) any part of the Rokoko Studio software to anyone in any country to which a license is required under the Export Laws without first obtaining a license.

14. Venue and Applicable Law

14.1. This EULA and END-USER's relationship with Licensor under this EULA, shall be governed by the laws of Denmark without regard to its conflict of laws provisions. Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by simplified arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Notwithstanding this, END-USER agrees that Licensor shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction

EXHIBIT G

From: hi@rokoko.com
To: Matthew Walsh
Date: 2/20/2025 7:00:24 AM -08:00
Subject: Updates to Our Terms of Use

○ ROKOKO

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

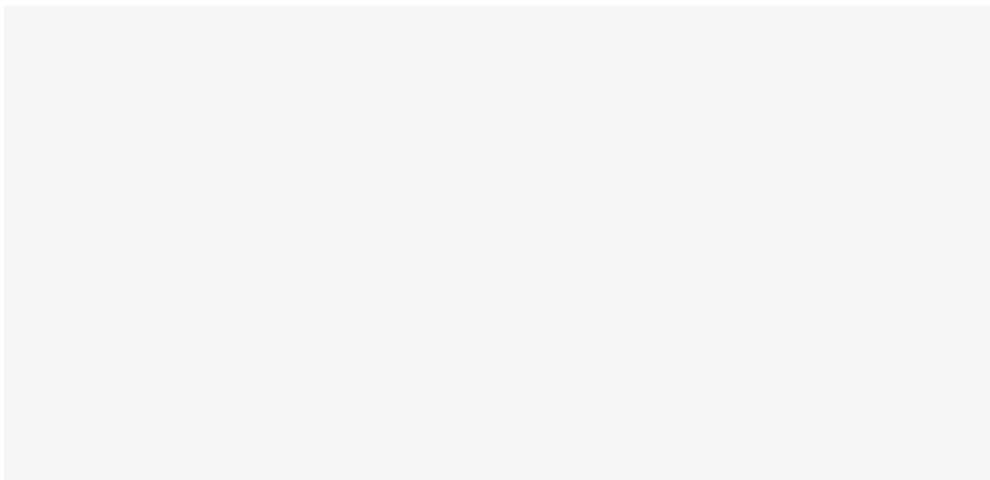
The most significant update focuses on the motion data that is created with Rokoko products. The change will allow us to leverage this data to enhance our products and services. This includes the possibility of sublicensing completely anonymized data to third parties, while ensuring that the data can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

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

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

All the best,

The Rokoko Team



**Rokoko Electronics ApS**

Sankt Gertruds Stræde 10, 1129 København, Denmark

[Forward](#) | [View online](#) | [Unsubscribe](#) | [Update your preferences](#)

EXHIBIT H

ROKOKO STUDIO AND VISION - STANDARD TERMS OF USE

Effective Date: 22 March 2025

1. PARTIES AND BACKGROUND

1.1 Rokoko Electronics ApS is a company existing and organized under the laws of Denmark (in these Terms of Use Rokoko Electronics ApS shall be referred to as the Company, we, us, or any similar expression). You may contact us through e-mail at support@rokoko.com. We have developed and operate the Rokoko Studio platform located at <https://www.rokoko.com/studio> (Site) and the Rokoko Vision platform located at <https://www.rokoko.com/products/vision> (Site), which allows users to create, store, and share 3D assets (collectively, with all other services accessible through the Site, referred to as the Services).

1.2 You are the “Customer” under these Standard Terms of Use (the “Terms”) if you are (a) an individual subscribing to Services; or (b) an organization subscribing to Services to be used by one or more of your employees. If you are an organization ordering Services, the individual who agrees to this Agreement on your behalf must have the authority to bind the organization and its End Users to this Agreement.

1.3 You are the “End User” under the Terms if you have a Rokoko ID and have been using the Services in your capacity as an end user, including as an individual Customer or as an individual authorized to use the Services by an organization who is a Customer.

1.4 If we do not specify whether certain language refers to an End User or Customer, then our use of “you” refers to both End Users and Customers.

1.5 By registering an Account (as defined below) with us; by installing, copying, accessing, downloading or otherwise using Software (as defined below), or by using the Services, you agree to be bound by the Terms, which we may update from time to time. Your continued use of the Services (or any User Content downloaded from the Services) constitutes your consent to such changes following to such updates. Please read this agreement carefully and check the Terms periodically for changes. If you do not agree to the Terms and any later changes thereto, you may not use the Services.

1.6 The Terms apply to your use of the Site and/or the Services and shall govern the contractual relationship between you and us.

1.7 The Terms apply to any updates or supplements to the Site, Software and/or the Services, unless they come with separate terms, in which case those terms apply. If any open-

source software is included in the Site, Software or in the Services, the terms of an open-source license may override some of the provisions of the Terms. Certain features of the Services or Site may be subject to additional guidelines, terms, or rules, which will be posted at the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into the Terms and shall be deemed included in the contractual relationship.

1.8 Personal data is subject to our Privacy Policy published at the Site (currently at <https://www.rokoko.com/privacy-policy>)

1.9 The terms of which are incorporated herein by reference and shall be deemed included in the contractual relationship. Please review our Privacy Policy to understand our practices.

2. REGISTRATION AND SUBSCRIPTIONS

2.1 Before the first use of the Services, you will be required to register and create an account ("Account") by providing the required information as prompted at the Site. You must choose an e-mail address at which we can contact you.

2.2 Each End User is assigned unique login credentials that grant the User access to the Services subscribed for. You are expressly forbidden from allowing another individual to access the Services using the same login credentials. Each End User account must correspond solely to one individual person. You are responsible for keeping your login credentials including your password confidential. This means, that you should not share it with anyone else, should not permit or enable third parties to gain access to it, and that you shall take all steps necessary to guarantee its confidentiality and security. If your password is lost, misused, or otherwise compromised, or if you suspect that it has been lost, misused, or otherwise compromised, you must notify us of this immediately via our email to support@rokoko.com.

2.3 We offer several subscription plans, each with differing conditions, use limitations, and interfaces. Detailed description of the subscription plans, including pricing and features, are available at <https://www.rokoko.com/studio/pricing>. You can find specific details regarding your subscription within your Account. We reserve the right to modify, terminate or otherwise amend our subscription plans at any time, in our sole and absolute discretion, including to change the price of a subscription plan.

2.4 The subscription fees of the individual plans are subject to a monthly/yearly subscription fee determined by the number of individual End Users (identified by e-mail accounts) registered by the Customer for the specific Account.

2.5 You must pay the subscription fee for the Services in accordance with the subscription plan and/or the payment procedure provided on the Site or in the Services, including any add-on fees. If we cannot charge your payment method for any reason (such as

expiration or insufficient funds), and you have not cancelled your subscription, you will remain responsible for any uncollected amounts, and we reserve the right to collect such amounts.

2.6 All subscription fees and any other payment under the Terms are invoiced by us unless we notify you otherwise in writing. Unless otherwise provided, all prices are in USD and are exclusive of value added tax (VAT) and other government taxes, banking fees, and regulatory fees that have been or are later imposed.

3. USER CONTENT

3.1 You are solely responsible for all information and content that you create/generate using, submit to use, or use with or store within the Site and/or Services (including animations, 3D models, images, audio, and related content, as well as user comments) ("User Content"). We accept no responsibility for any User Content created or uploaded by you or other End Users, and you create and use such User Content at your own risk. We accept no responsibility for any User Content and give no warranty that the User Content is accurate, complete, useful for any purpose (direct or implied) that may be published at the Site. Except as otherwise set forth in the Terms, we do not claim ownership over any User Content.

3.2 You are solely responsible for ensuring that any User Content you submit to the Services complies with any applicable laws and third-party rights, including to any intellectual property, privacy, and publicity rights and laws, and that all required notices have been provided to, and required consents and releases have been obtained from, individuals who are the subject of, or owners of, any User Content. We reserve the right (but have no obligation) to review any User Content and its compliance with the Terms. We have the right to take in our discretion any measures to protect us against any such violation, including to stop providing you with the Services, deny you access to the Site, Services and/or to your Account, and/or terminate your Account or subscription.

3.3 You agree to bear all risks associated with your User Content and your licensing thereof. You are solely responsible for safeguarding your User Content, and we have no duty to store copies of User Content for availability to you or any user after such User Content has been deleted or an Account has been closed except as otherwise provided under the Terms.

3.4 You agree that we may collect and use (i) User Content, (ii) metrics regarding your use of the Services, including evaluating how you use the Services, which shall be referred to as "Usage Data", (iii) technical data, and (iv) related information that is gathered periodically, (a) to provide the Services, (b) to improve the Services, including developing new features/Services or improving existing features, technologies or products, to facilitate the provision of updates, for product support purposes, (c) to improve any other services or products provided by the Company and (d) to sub-license this to third parties in an anonymized form never to be redistributed in its original form strictly for the purpose of developing and improving their services or products

4. USAGE LICENSE AND POLICY TO SERVICES

4.1 Subject to the Terms and for as long as you have a valid Account with us, we grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Services as they are provided to you by us, only as set forth in the Terms. Under the license you may use the Site and/or the Services in accordance with the terms stipulated hereunder within any territory from which you have access to the Site and/or the Services.

4.2 All software and software-as-a-service (SaaS) used in connection with the Services ("Software") is proprietary to us or to third parties, and any use, redistribution, sale, de-compilation, reverse engineering, disassembly, translation, or reduction of the Software is prohibited. The Software is licensed, not sold. You agree that we may update the Software without notice, at any time and in our sole discretion, and that the Terms will apply to any updated versions.

4.3 End User is granted a license to install and use the Software on an unlimited number of computers of End User.

4.4 You agree not to access (or attempt to access) the Services by any means other than through the interface that is provided by us, unless you have been specifically allowed to do so in a separate agreement with us. You specifically agree not to access (or attempt to access) any part of our Services through any automated means (including use of scripts, crawlers, or similar technologies from time to time).

4.5 No use of the Services or User Content may: (i) infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or any other intellectual property rights, or rights of publicity or privacy; (ii) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to liability of any kind; (iii) be fraudulent, false, misleading, or deceptive; (iv) be defamatory, obscene, pornographic, vulgar, or offensive; (v) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) promote violence or actions that are threatening to any other person; or (vii) promote illegal or harmful activities or substances.

4.6 You agree that you will not use the Services/Software to (i) decompile, disassemble, reverse engineer, copy, or transfer the Services/Software (or otherwise extract knowledge from or create derivative works of the Services/Software), (ii) transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation; (iii) use the Site/Services in a manner that (a) is likely to interrupt, suspend, slow down or hinder the continuity of the Site/Services, (b) constitutes an intrusion or attempt to break into the Site/Services, (c) will divert of the Site/Services' system resources, (d) may place a disproportionate load on the infrastructure of the Site/Services/Software, or (e) constitutes an attack on security and authentication measures of the Site/Services/Software; or (iv) attack the operational capacity of the Site or Services by any means, such as: sending mass e-mails (spam); carrying out hacking attempts or brute-force attacks; using or sending spy software,

facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

4.7 You must use all reasonable efforts to prevent any unauthorized access to, or use of, the Site and/or Services and, in the event of any such unauthorized access or use, promptly notify us.

4.8 You agree to inform us promptly about any legal complaint, claim or action related to the User Content you have uploaded using the Services.

5. ROKOKO ASSETS

5.1 The license to use the Services includes a license to access and use the assets provided/made available by us as part of the Services ("Rokoko Assets"). Rokoko Assets can be both sample data/assets produced and owned by us as well as Motion Library Assets owned by third parties. The license to each Rokoko Asset is limited to the period in which you have an Account. Unless otherwise stated, the definition of "Services" in the Terms also covers/includes Rokoko Assets.

5.2 The Services permit you to collaborate with other End Users, including sharing Rokoko Assets (and User Content) between Rokoko Teams (as such Rokoko Teams are used and defined in/by use of the Services). You represent and warrant to always respect the rights in and license terms of any Rokoko Assets (and/or User Content) purchased, shared by/with you, or otherwise used with/in the Services.

5.3 You may download and make copies of the Rokoko Assets for legitimate purposes, including back-up purposes, subject to the Terms. In addition, we acknowledge that copies of the Rokoko Assets may be made when the Rokoko Assets have been integrated as part of digital media productions. Unless expressly provided for in the license terms of the specific Rokoko Asset, you may not reproduce, distribute, sublicense, rent, lease or lend any Rokoko Asset other than as follows from the above.

5.4 You may not use any assets obtained or provided under this agreement for the purpose of developing, training, or enhancing machine learning and/or AI models or algorithms, whether for commercial or non-commercial purposes, without the explicit written consent of the Company.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Terms do not grant you any rights in connection with any trademarks or service marks of us or our suppliers.

6.2 All title and intellectual property rights in and to the Services (including Software, images, photographs, animations, graphics, 3D graphics, video, audio, music, text, and tutorials incorporated into the Services), the accompanying printed materials, and any copies of the Services, are owned by us. All rights not expressly granted are reserved by us.

6.3 You retain all rights to your User Content and are responsible for protecting those rights. You hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right to access, use, copy, and modify any intellectual property rights that arise in connection with the User Content, Usage Data and any other Data related to you (if any), strictly for the purposes of providing the Services and to exercise such other rights, which are explicitly set out in these Terms. All User Content is to be fully anonymized and never distributed in its original form from any subcontractor or third-party licensor.

6.4 Where the Customer is an organisation and where the End User is not the same as the Customer, the Customer warrants that all necessary intellectual property rights have been obtained from the End User.

7. DATA PROTECTION AND PROCESSING OF PERSONAL DATA

7.1 In connection with the use of the Site and/or Services, we may process data that qualify as personal data under the EU General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR"). Our processing of personal data is further detailed in our privacy policy, which is available on our website and updated regularly to provide sufficient information about our processing activities.[Ad1] [Ad2]

8. TERM AND TERMINATION

8.1 Your license, subscription plan, and payment obligation will renew automatically until you cancel them. Subscription prices may change and will renew at the then-applicable subscription cost. To avoid billing for a renewed subscription period, you must cancel or downgrade your subscription before the lapse of the existing subscription period. Any downgrade shall take effect at the beginning of the next subscription period. Please be aware, that after downgrading you will lose the right to use certain Services available only under the relevant subscription plan and that may affect your ability to use your projects.

8.2 If you fail to comply with the terms and conditions of the Terms or in any way abuse or misuse the Software or Services, we may terminate the license, including all license rights granted herein, with immediate effect. If you breach the Terms or applicable law, we may also terminate your Account or your access to the Site and/or the Services immediately at any time.

8.3 In the event of a breach of the Terms, we have the right to sue for infringement and/or breach of contract, for which we will seek all damages and remedies available including attorney's fees and all associated costs plus all estimated current and future earnings incurred by you due to the abuse or misuse.

8.4 Upon termination of the license, we have the right, but not the obligation, to permanently delete your Account. Such deletion will also delete your User Content. We have no obligation to maintain your User Content, and we have no liability for any terminated use of the Site or Services, including for termination of your Account or deletion of your User Content.

9. PUBLICITY

9.1 Each Party hereby gives its consent to publication of the other Party's name for marketing purposes.

10. DISCLAIMER OF WARRANTIES

10.1 You understand and accept that your use of the services is at your sole risk and that the services and software are, to the maximum extent permitted by applicable law, provided "as is" without warranty of any kind. In particular, we, our subsidiaries, holding companies and affiliates, and their licensors, do not represent or warrant to you that: (a) your use of the services will meet your requirements, (b) your use of the services will be uninterrupted, timely, secure or free from error, (c) any information obtained by you as a result of your use of the services will be accurate or reliable, and (d) that defects in the operation or functionality of any software provided to you as part of the services will be corrected.

10.2 Your use of the services is at your own discretion and risk and you are solely responsible for any damage to your computer system, or other device, or loss of data that results from such use.

10.3 To the maximum extent permitted by applicable law, you further expressly disclaim all warranties, terms, and conditions of any kind, whether express or implied, including, but not limited to any implied warranties, terms, and conditions of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement, with respect to the services.

11. LIMITATION OF LIABILITY

11.1 The liability of us and our subsidiaries, holding companies, representatives, and other affiliates towards you from all causes of action and under all theories of liability under these terms will be limited to the amounts paid to us by you in the past six months for the services relating to the dispute. In no event shall we or our subsidiaries, holding companies, representatives, and other affiliates be liable to you for any special, incidental, exemplary, punitive, or consequential damages (including loss of data, business, profits, or ability to execute) or for the cost of procuring substitute products arising out of or in connection with these terms or your use of the services, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability, or otherwise, and whether or not we have been advised of the possibility of such loss or damage. The foregoing limitations will survive and apply even if any limited remedy specified in the terms is found to have failed of its essential purpose.

11.2 You expressly understand and agree that we, our subsidiaries, holding companies, representatives, and affiliates, and their licensors shall not be liable to you for any loss or damage which may be incurred by you, including loss or damage as a result of: (i) any reliance placed by you on the completeness, accuracy, or existence of any advertising, or as a result of any relationship or transaction between you and us or any developer, advertiser, or sponsor whose advertising appears in the services; or for any permanent or temporary cessation in the provision of the services; (iii) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services; (iv) your failure to provide us with accurate account information.

12. AMENDMENTS

12.1 We reserve the right to amend the terms and conditions of the Terms at any time with 1 (one) month prior notice. The most recent version of the Terms may be found at <https://www.rokoko.com/terms>.

12.2 Reasons for amendments may include, but are not limited to new legislation, regulatory requirements, introduction of new features or products or changes in our business model.

13. EXPORT RESTRICTIONS

13.1 Rokoko Assets available as part of the Services may be subject to laws, administrative regulations, and executive orders of those authorities responsible according to any applicable laws relating to the control of imports and exports of the Rokoko Assets ("Export Laws"). You agree to comply with all applicable Export Laws and you shall not export or re-export directly or indirectly (including via remote access) any part of the Rokoko Assets to anyone in any country to which a license is required under the Export Laws without first obtaining a license.

14. VENUE AND APPLICABLE LAW

14.1 The Terms and our relationship under the Terms shall be governed by the laws of Denmark without regard to its conflict of laws provisions. Any dispute arising out of or in connection with the Terms, including any disputes regarding the existence, validity or termination thereof, shall be settled by simplified arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Notwithstanding this, you agree that we are allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction without providing security.

EXHIBIT I

Users / Matthew Walsh

**Matthew Walsh**

matthew@winteryear.com

Distinct ID
a8d6d957-0de4-42aa-b42c-
e765e7d76f96

Location
Santa Clarita, California, United States

Updated at
16 hours ago

[Delete Profile](#)**User Profile Properties**

Search properties

Last Name
Walsh

last_device_paired
Sun, Oct 8, 2023 6:22 AM

last_export
Fri, May 9, 2025 2:10 AM

last_login
Thu, Dec 25, 2025 12:07 AM

last_recording
Sun, Oct 8, 2023 6:29 AM

mailing_list
false

num_logins
40

on_premium_team
false

Activity Feed[View in Insights](#)[Last 1825 days](#)[Hide Events](#) **March 9, 2026**

8:28:27 PM session_end

8:28:27 PM studio_exit

March 7, 2026

11:46:03 PM team_select

11:46:00 PM projects

11:46:00 PM live_features

11:46:00 PM Available live inputs

11:46:00 PM recordings

11:46:00 PM body_profiles

11:46:00 PM premium_features

11:46:00 PM filters

11:46:00 PM session_start

11:45:48 PM Studio launch

11:45:47 PM premium_features

11:45:47 PM premium_feature_action

Feature Flags Showing exposed and enabled Mixpanel flags Q Search feature flags No exposed and enabled flags Go to Feature Flags		December 27, 2025 8:00:15 PMlogcount_event 8:00:15 PMsession_end 8:00:15 PMinternetconnectivity_drops 7:52:33 PMshortcut_action_fired 7:52:33 PMlibrary_text_search_used 7:47:31 PMlibrary_results_page_changed 7:47:18 PMshortcut_action_fired 7:47:18 PMlibrary_text_search_used 7:46:42 PMshortcut_action_fired 7:46:42 PMlibrary_text_search_used 7:45:59 PMstudio_started 7:45:59 PMsession_start 7:45:55 PMsync_time_taken 7:45:55 PMapplicationopen_operation 7:45:55 PMuser_plan_entitlements_loaded December 25, 2025 12:23:06 AMlogcount_event60 12:23:06 AMinternetconnectivity_drops
---	--	--

 December 25, 2025		
12:23:06 AM	logcount_event	>
12:23:06 AM	internetconnectivity_drops	>
12:23:06 AM	session_end	>
12:22:43 AM	studio_settings_opened	>
12:09:18 AM	shortcut_action_fired	>
12:08:52 AM	sync_time_taken 2	>
12:08:46 AM	scene_opened	>
12:08:46 AM	sync_time_taken	>
12:08:46 AM	openscene_operation	>
12:08:46 AM	account_settings_opened	>
12:08:35 AM	team_settings_opened	>
12:08:30 AM	manage_plans_opened	>
12:08:21 AM	team_settings_opened 2	>
12:07:32 AM	session_start	>
12:07:32 AM	sync_time_taken	>
12:07:32 AM	user_plan_entitlements_loaded	>
12:07:24 AM	team_settings_opened	>

May 7, 2025	
6:41:27 AM	sync_time_taken >
6:41:27 AM	applicationopen_operation >
6:40:46 AM	sync_time_taken 2 >
6:39:28 AM	user_plan_entitlements_loaded >
6:39:28 AM	sync_time_taken >
6:39:26 AM	shortcut_action_fired 3 >
6:39:26 AM	user_plan_entitlements_loaded >
6:39:26 AM	studio_started >
6:39:26 AM	shortcut_action_fired >
6:39:26 AM	studio_started >
6:39:26 AM	shortcut_action_fired 2 >
6:39:26 AM	session_start 2 >
6:39:26 AM	internetconnectivity_drops >
6:39:26 AM	session_end >
6:39:26 AM	applicationopen_operation >
6:39:26 AM	copy_scene 2 >
6:39:26 AM	internetconnectivity_drops >
6:39:26 AM	internetconnectivity_drops >

6:39:26 AM	openscene_operation	>
6:39:26 AM	copy_scene	>
6:39:26 AM	logcount_event	>
6:39:26 AM	session_end	>
6:39:26 AM	scene_opened	>
6:39:26 AM	logcount_event	>
6:38:19 AM	asset_created 2	>
6:38:19 AM	scene_created	>
6:38:19 AM	asset_created 22	>
6:38:14 AM	scene_created	>
6:38:14 AM	asset_created 12	>
6:38:06 AM	scene_created	>
6:38:06 AM	asset_created 3	>
6:35:31 AM	scene_opened	>
6:35:31 AM	openscene_operation	>
6:35:28 AM	sync_time_taken 2	>
6:32:57 AM	copy_scene	>
6:32:57 AM	sync_time_taken 63	>
6:32:43 AM	asset_created 8	:

6:32:43 AM	asset_created 8	>
6:32:43 AM	scene_created	>
6:32:43 AM	asset_created 5	>
6:32:41 AM	shortcut_action_fired 3	>
6:30:53 AM	sync_time_taken 2	>
6:30:47 AM	shortcut_action_fired	>
6:30:41 AM	sync_time_taken	>
6:30:21 AM	shortcut_action_fired	>
6:27:40 AM	sync_time_taken	>
6:27:40 AM	scene_opened	>
6:27:40 AM	openscene_operation	>
6:27:25 AM	studio_settings_opened	>
6:27:14 AM	sync_time_taken	>
6:27:14 AM	scene_opened	>
6:27:14 AM	openscene_operation	>
6:26:48 AM	sync_time_taken	>
6:26:48 AM	applicationopen_operation	>
6:26:48 AM	user_plan_entitlements_loaded	>

6:26:46 AM	session_start	>
6:26:41 AM	studio_started	>
3:11:16 AM	session_end	>
3:11:16 AM	logcount_event	>
3:11:16 AM	internetconnectivity_drops	>
3:10:45 AM	help_and_support_button_clicked	>
3:10:44 AM	help_and_support_opened	>
3:10:04 AM	studio_settings_opened	>
3:09:23 AM	user_plan_entitlements_loaded	>
3:09:23 AM	sync_time_taken	>
3:09:17 AM	session_start	>
3:09:16 AM	account_settings_opened	>
3:08:52 AM	user_sign_up	>
3:08:52 AM	user_log_in	>
 May 6, 2025		
11:51:45 PM	studio_exit	>
11:51:45 PM	session_end	>
11:50:11 PM	live_features	>

EXHIBIT J

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

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

MATTHEW R. WALSH

Plaintiff In Pro Per,

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 MATTHEW R.
WALSH re: Evidentiary Package IN
SUPPORT OF PLAINTIFF'S
MOTION FOR SUMMARY
JUDGMENT, OR IN THE
ALTERNATIVE, FOR
PARTIAL SUMMARY JUDGMENT**

*Hearing Date: May 18, 2026
Time: 1:30 PM*

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

I, Matthew R. Walsh, declare I am the Plaintiff in this matter. I have
personal knowledge of the following facts and if called as a witness I could and
would testify competently hereto.

CERTIFICATE OF AUTHENTICITY FOR ALL EXHIBITS

All text, images and exhibits herein are true and accurate copies which I have received or have made and I am authenticating each and every one of them under the penalty of perjury.

EVIDENCE CONTAINS ANNOTATIONS AND HIGHLIGHTING:

Certain technical exhibits, including computer code, MITM captures and hex editor outputs, contain red annotations and highlighting. These markings were added by the Plaintiff—acting in his capacity as a technical expert—specifically to assist the Court and Defense counsel in navigating highly complex data that the Defense previously indicated they could not easily interpret. Additionally, these annotations and markings were made in good faith as Defense Counsel provided no expert witnesses in their initial disclosures or throughout this matter.

Beyond these clearly identifiable annotations, the underlying data remains a true and accurate record of the original evidence. Further, the evidence in question is also shown being captured and is provided in video format absent of these annotations. This evidence is presented in the exact form it was produced during discovery; it has stood un rebutted by the Defense and remains the most accurate available representation of the technical facts at issue.

~ 2 ~

Defense has remained in possession of these exact exhibits throughout the discovery process without raising a single objection to their format or clarity; as such, any challenge to the authenticity or presentation of this evidence at this stage should be considered waived.

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

Executed this April 11, 2026, in Santa Clarita, California.



Matthew R. Walsh
Plaintiff In Pro Per

2057

2058

2059

EXHIBIT 15

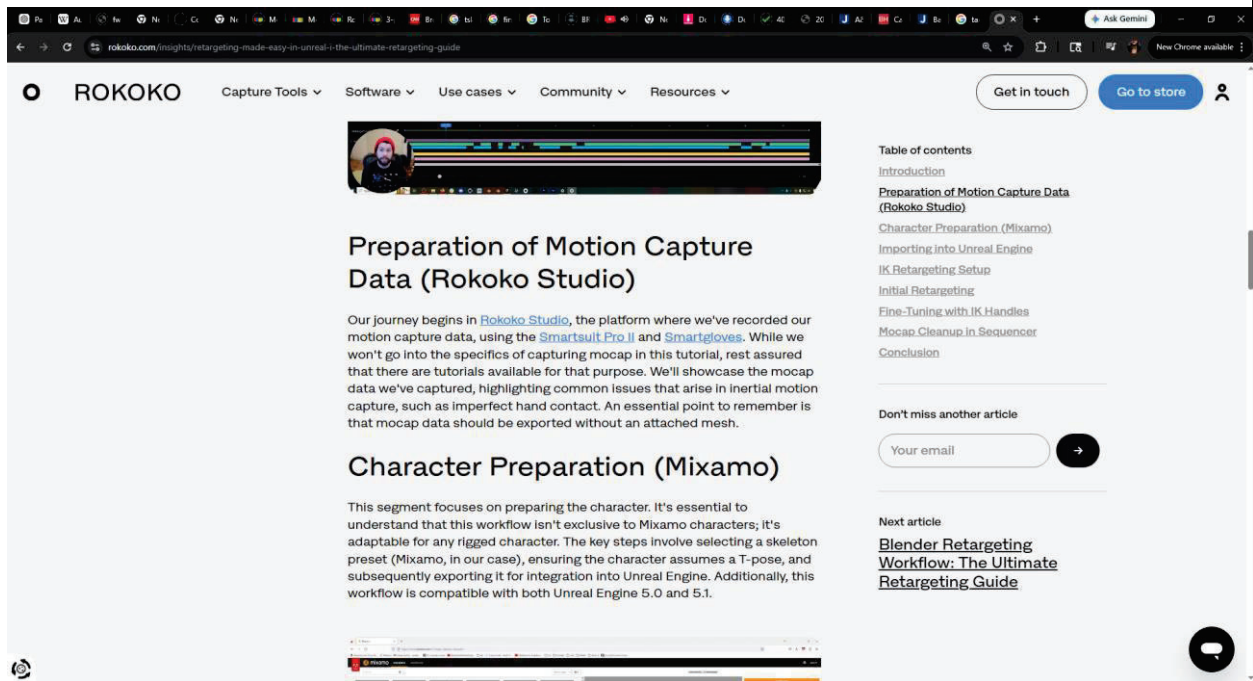
2060

Animations are reusable, Plaintiff uses them

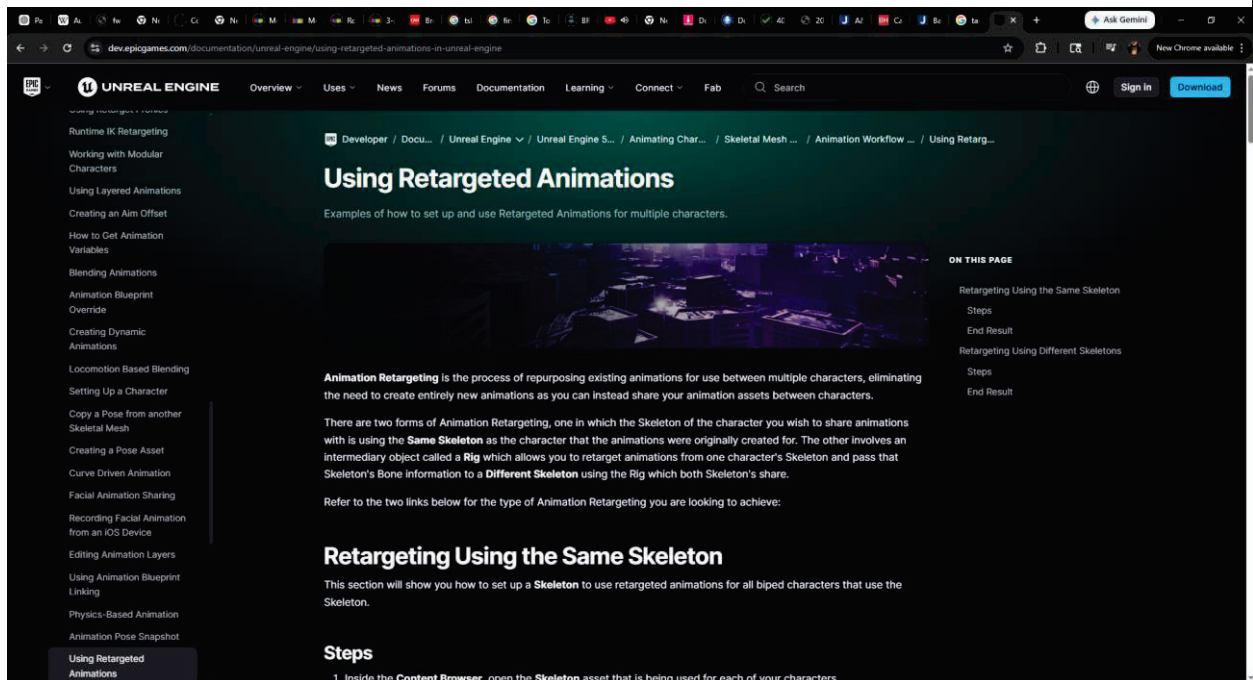
2061

in other games, projects, etc.

2062



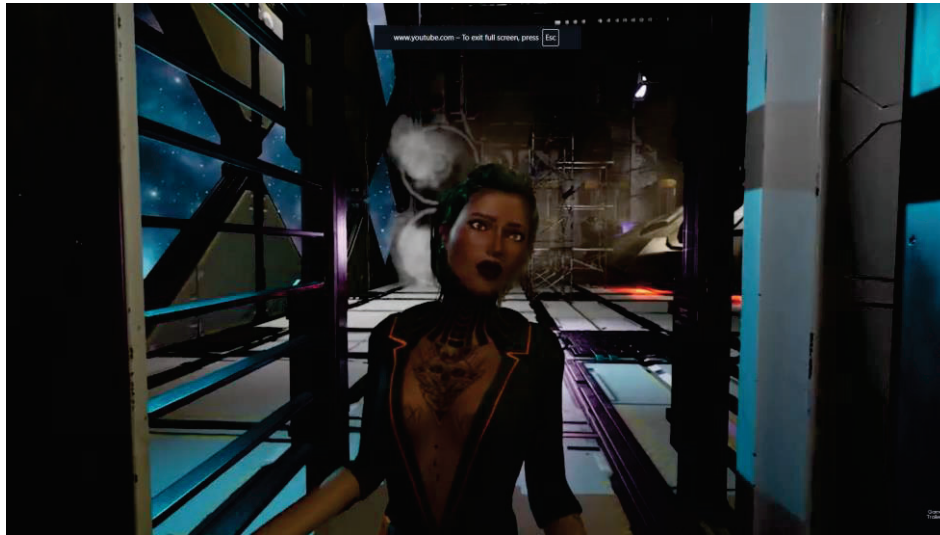
2063



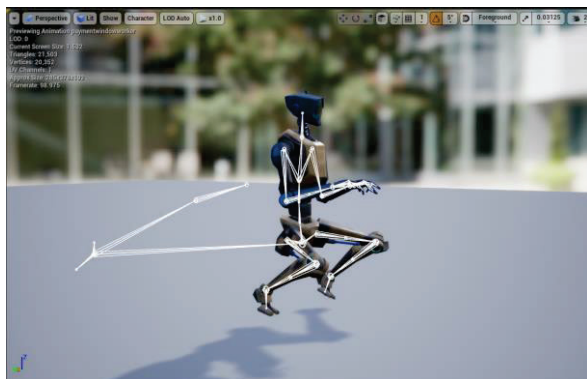
2064

2065

2066 Plaintiff's game New Terra using his animations:



2067
2068 Plaintiff's application of the same animations across different characters:



The process to use a single animation with any number of other characters in games, applications or cinematic projects:

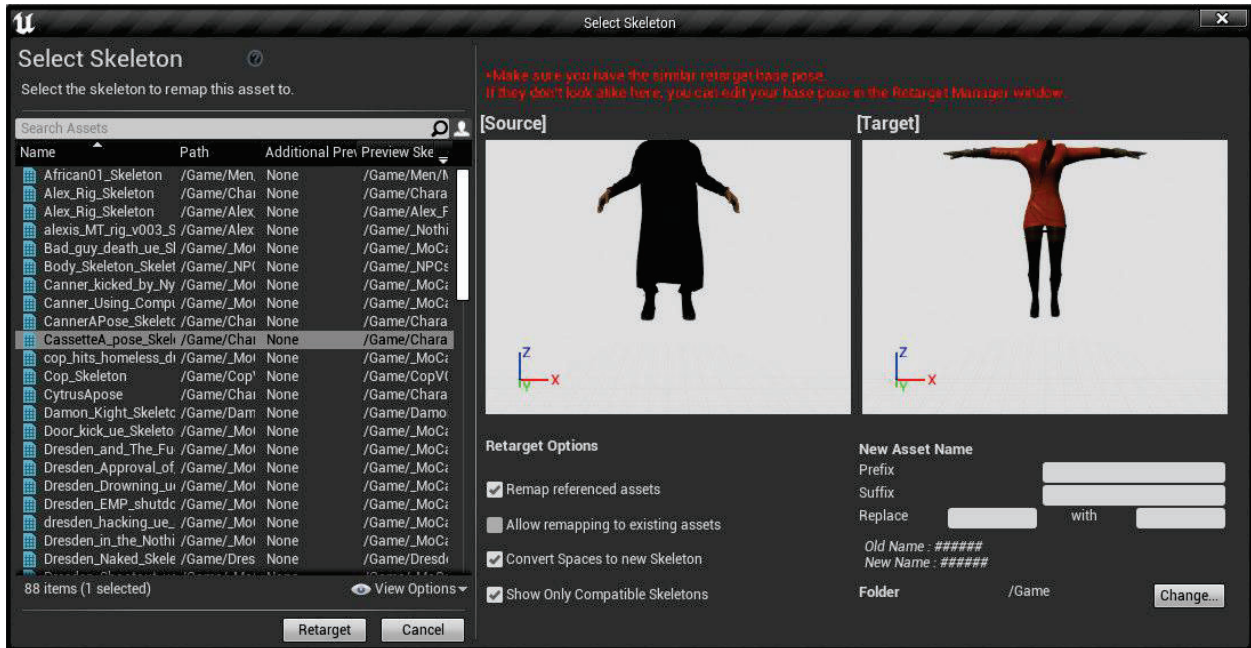


EXHIBIT K

Additional Certificate (17 U.S.C. 706)

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Registration Number

PAu 4-279-489

Effective Date of Registration:

July 06, 2025

Registration Decision Date:

November 25, 2025

Copyright Registration for One Work by One Author

Registration issued pursuant to 37 CFR §202.3

Title _____

Title of Work: THE NEXT WORLD

Completion/Publication _____

Year of Completion: 2017

Author _____

- **Author:** Matthew R Walsh
- Author Created:** Audiovisual Work
- Citizen of:** United States
- Domiciled in:** United States
- Year Born:** 1985

Copyright Claimant _____

Copyright Claimant: Matthew R Walsh
28435 Ascent Way, 28435 Ascent Way, Santa Clarita, CA, 91350, United States

Rights and Permissions _____

Name: Matthew R Walsh
Email: matthew@winteryear.com
Telephone: (661)644-0012
Alt. Telephone: (661)644-0012
Address: 28435 Ascent Way
28435 Ascent Way
Santa Clarita, CA 91350 United States

Certification

Name: Matthew R. Walsh**Date:** July 06, 2025

Correspondence: Yes**Copyright Office notes:** Regarding basis for registration: A work may be registered with the Single Application only if the following requirements have been met: 1) The registration covers one work; 2) The work must be created by one individual; 3) All of the material contained within the work must be created by the same individual; 4) The author and the owner of the work must be the same person, and that person must own all of the rights in the work; 5) The work cannot be a work made for hire.

Registration #: PAu004279489
Service Request #: 1-14954598732

Matthew R Walsh
Matthew R Walsh
28435 Ascent Way
Santa Clarita, CA 91350 United States

EXHIBIT L



COPY OF CORRESPONDENCE

**PAu 4-279-489
(1-14954598732)**

Correspondence Activities Report

SR 1-14954598732

Activity Type: Email - Outbound

Created on: 07/06/2025 11:26:33 PM

Subject: U.S. Copyright Office Application - Confirmation of Receipt

Body:

THIS IS AN AUTOMATED EMAIL - PLEASE DO NOT REPLY.

Your Application and payment for the work THE NEXT WORLD were received by the U.S. Copyright Office on 7/6/2025.

PLEASE NOTE: Your submission is not complete until you upload or mail the material you are registering. To do so, logon to https://eco.copyright.gov/eService_enu/ and click on case number 1-14954598732 in the Open Cases table. Follow the instructions to either upload a digital copy or mail a physical copy (with shipping slip attached) of the work being registered. Additional instructions and requirements for submitting the material being registered can be found at <http://www.copyright.gov/eco/tips/>.

SHIPPING SLIPS: If you mail physical copies of the material being registered, the effective date of registration will be based on the date on which we receive the copies WITH CORRESPONDING SHIPPING SLIPS ATTACHED.

A printable copy of the application will be available within 24 hours by clicking the My Applications link in the left top most navigation menu of the Home screen.

You may check the status of this claim via eCO using this number 1-14954598732. If you have questions or need assistance, Copyright Office contact information can be found at <http://www.copyright.gov/help/index.html#general>.

United States Copyright Office

Activity Type: Email - Outbound
Created on: 07/06/2025 11:41:12 PM
Subject: Acknowledgement of Uploaded Deposit
Body:

THIS IS AN AUTOMATED EMAIL. PLEASE DO NOT REPLY.

Thank you for submitting your registration claim using the Electronic Copyright Office (ECO) System.

The following files were successfully uploaded for service request 1-14954598732

File Name :the_next_world_mission_map_for_set.pdf
File Size :179939 KB
Date/Time :7/6/2025 11:33:00 PM

File Name :the_nothing_rough_script_current.pdf
File Size :1397554 KB
Date/Time :7/6/2025 11:33:02 PM

File Name :tnw_pitch_deck.pdf
File Size :8345905 KB
Date/Time :7/6/2025 11:33:06 PM

File Name :tnw_trailer_8-23-2024.mp4
File Size :368809326 KB
Date/Time :7/6/2025 11:37:44 PM

[THREAD ID: 1-6VBKZXT]

United States Copyright Office

Activity Type: Email - Outbound

Created on: 07/06/2025 11:41:35 PM

Subject: U.S. Copyright Office Application - Confirmation of Receipt

Body:

THIS IS AN AUTOMATED EMAIL - PLEASE DO NOT REPLY.

Your Application and payment for the work THE NEXT WORLD were received by the U.S. Copyright Office on 7/6/2025.

PLEASE NOTE: Your submission is not complete until you upload or mail the material you are registering. To do so, logon to https://eco.copyright.gov/eService_enu/ and click on case number 1-14954598732 in the Open Cases table. Follow the instructions to either upload a digital copy or mail a physical copy (with shipping slip attached) of the work being registered. Additional instructions and requirements for submitting the material being registered can be found at <http://www.copyright.gov/eco/tips/>.

SHIPPING SLIPS: If you mail physical copies of the material being registered, the effective date of registration will be based on the date on which we receive the copies WITH CORRESPONDING SHIPPING SLIPS ATTACHED.

A printable copy of the application will be available within 24 hours by clicking the My Applications link in the left top most navigation menu of the Home screen.

You may check the status of this claim via eCO using this number 1-14954598732. If you have questions or need assistance, Copyright Office contact information can be found at <http://www.copyright.gov/help/index.html#general>.

United States Copyright Office

Activity Type: Email - Outbound

Created on: 07/06/2025 11:46:06 PM

Subject: Acknowledgement of Uploaded Deposit

Body:

THIS IS AN AUTOMATED EMAIL. PLEASE DO NOT REPLY.

Thank you for submitting your registration claim using the Electronic Copyright Office (ECO) System.

The following files were successfully uploaded for service request 1-14954598732

File Name :tnw_makingof_wip.pdf

File Size :37244644 KB

Date/Time :7/6/2025 11:42:41 PM

[THREAD ID: 1-6VBL00N]

United States Copyright Office

Activity Type: Email - Outbound

Created on: 11/24/2025 12:51:08 PM

Subject: U.S. Copyright Office Application - 1-14954598732 THE NEXT WORLD

Body:

Dear Matthew Walsh:

Please respond to the questions below within 45 days and include the [THREAD ID], using the brackets, as part of your response. The [THREAD ID] is located below the Examiner's signature block. The [THREAD ID] must be in the body of your response, NOT the subject line. If you put the [THREAD ID] in the subject line, we will not get your message.

You submitted a single application which can only be used to register one single work by one single author but you uploaded:

tnw_makingof_wip.pdf

the_next_world_mission_map_for_set.pdf

the_nothing_rough_script_current.pdf

tnw_pitch_deck.pdf

tnw_trailer_8-23-2024.mp4

Please reply and let us know which work you intend to register and we will assist you further. A work may be registered with the Single Application only if the following requirements have been met: 1) The registration covers one work; 2) The work must be created by one individual; 3) All of the material contained within the work must be created by the same individual; 4) The author and the owner of the work must be the same person, and that person must own all of the rights in the work; 5) The work cannot be a work made for hire.

IMPORTANT NOTE: The THREAD ID appearing at the end of this message **MUST** be included within the body of your response in order for your message to be properly routed. When replying to this message, make sure to copy the whole THREAD ID, including brackets, and paste it into the body of your response, preferably after the greeting. **DO NOT** include the THREAD ID in the subject line of your reply. If you put the THREAD ID in the subject line, we will not get your message.

Failure to comply exactly with our instructions will result in your email not being connected to your application, and your case will be closed without further correspondence from us.

Sincerely,

Ed Bellafiore
Copyright Examiner, Performing Arts
Office of Registration Policy & Practice
United States Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6222
www.copyright.gov

When replying to this email, please include the following thread id (entire line) within the body of your response to expedite routing to the correct office.

[THREAD ID:1-6WTFSI3]

Activity Type: Email - Inbound

Created on: 11/24/2025 01:23:59 PM

Attachment: Y

Subject: RE: U.S. Copyright Office Application - 1-14954598732 THE NEXT WORLD

Body:

Everything shown is for one work by a single author - a video game.

It is my understanding under Title 17 USC Section 102(a) that a copyright registration can cover:

- (3) dramatic works, including any accompanying music;
- (4) pantomimes and choreographic works;
- (5) pictorial, graphic, and sculptural works;
- (6) pictorial, graphic, and sculptural works;

And so what is uploaded is all part and parcel of the same work inclusive and all enveloped under Title 17 USC Section 102(a)

Answers to your questions:

- 1) The registration covers one work -- Correct, The Next World is a single work
- 2) The work must be created by one individual -- Correct, I created it all.
- 3) All of the material contained within the work must be created by the same individual; -- Correct, it's all mine
- 4) The author and the owner of the work must be the same person, and that person must own all of the rights in the work; Same answer as 2 & 3
- 5) The work cannot be a work made for hire. - It was not, it is my own.

Activity Type: Email - Outbound

Created on: 11/25/2025 09:10:27 AM

Subject: RE: U.S. Copyright Office Application - 1-14954598732 THE NEXT WORLD

Body:

When replying to this email, please include the following thread id (entire line) within the body of your response to expedite routing to the correct office.

[THREAD ID:1-6WTFSI3]

Thank you for the clarification and the detailed response. We have approved your applicaiton and the certificate will arrive shortly.

Sincerely,

Ed Bellafiore

EXHIBIT M

CONDITIONALLY FILED UNDER SEAL

Page 91 - 581

EXHIBIT N

Additional Certificate (17 U.S.C. 706)

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Registration Number

PAu 4-305-887

Effective Date of Registration:

May 10, 2026

Registration Decision Date:

May 19, 2026

Supplementary Registration

Supplement To: PAu004279489, 2025

Title

Title of Work: THE NEXT WORLD

Title of Larger Work: THE NEXT WORLD

Completion/Publication

Year of Completion: 2024

Author

- Author: Matthew R Walsh
Author Created: Audiovisual Work
Domiciled in: United States

Copyright Claimant

Copyright Claimant: Matthew R Walsh
28435 Ascent Way, Santa Clarita, CA, 91350, United States

Rights and Permissions

Name: Matthew R Walsh
Email: matthew@winteryear.com
Telephone: (661)644-0012
Address: 28435 Ascent Way
Santa Clarita, CA 91350 United States

Certification

Name: Matthew Walsh, Author
Date: May 10, 2026

Correspondence: Yes

Explanation of Corrections: Corrected year of completion 2017 to 2024. Supplementary registration submitted to amplify and clarify the scope and nature of the audiovisual and animation materials embodied within the registered work. The materials were already detailed in the registration, however, not clearly. This clarifies that.

Explanation of Amplifications: The registered work includes original audiovisual and cinematographic expression embodied through motion-capture animation performances, cinematic sequences, scene-integrated animation assets, and related production materials created as part of the development and realization of the work. This amplification further clarifies that the work contains a substantial corpus of original animation and motion-capture materials associated with the registered work and its audiovisual implementation. The materials were already detailed in the registration, however, not clearly. This clarifies that.

Registration #: PAu004305887
Service Request #: 1-15160202762

Matthew R Walsh
28435 Ascent Way
Santa Clarita, CA 91350 United States

EXHIBIT O



COPY OF CORRESPONDENCE

**PAu 4-305-887
(1-15160202762)**

Correspondence Activities Report**SR 1-15160202762****Activity Type:** Email - Outbound**Created on:** 05/10/2026 01:51:56 PM**Subject:** U.S. Copyright Office Application - Confirmation of Receipt - Supplementary Registration**Body:**

THIS IS AN AUTOMATED EMAIL - PLEASE DO NOT REPLY.

Your application and payment for a Supplementary Registration of the work THE NEXT WORLD were received by the U.S. Copyright Office on 5/10/2026. Upon the Office's approval of a Supplementary Registration, in most cases, it is cross-referenced to the basic registration number for the work, which you identified as Pau 4-279-48

PLEASE NOTE: This completes your submission. Do not send a copy of the work for which you are filing the Supplementary Registration.

A printable copy of the application will be available within 24 hours by clicking the My Applications link in the left top most navigation menu of your Home screen.

You may check the status of this claim via eCO using this number 1-15160202762. If you have questions or need assistance, Copyright Office contact information can be found at <http://www.copyright.gov/help/index.html#general>.

United States Copyright Office

Activity Type: Email - Outbound

Created on: 05/10/2026 02:07:00 PM

Subject: U.S. Copyright Office Application - Confirmation of Receipt - Supplementary Registration

Body:

THIS IS AN AUTOMATED EMAIL - PLEASE DO NOT REPLY.

Your application and payment for a Supplementary Registration of the work THE NEXT WORLD were received by the U.S. Copyright Office on 5/10/2026. Upon the Office's approval of a Supplementary Registration, in most cases, it is cross-referenced to the basic registration number for the work, which you identified as Pau 4-279-48

PLEASE NOTE: This completes your submission. Do not send a copy of the work for which you are filing the Supplementary Registration.

A printable copy of the application will be available within 24 hours by clicking the My Applications link in the left top most navigation menu of your Home screen.

You may check the status of this claim via eCO using this number 1-15160202762. If you have questions or need assistance, Copyright Office contact information can be found at <http://www.copyright.gov/help/index.html#general>.

United States Copyright Office

Activity Type: Email - Outbound

Created on: 05/19/2026 10:39:40 AM

Subject: U.S. Copyright Office Application - 1-15160202762 THE NEXT WORLD

Body:

Dear Matthew Walsh:

Please respond to the questions below within 45 days and include the [THREAD ID], using the brackets, as part of your response. The [THREAD ID] is located below the Examiner's signature block. The [THREAD ID] must be in the body of your response, NOT the subject line. If you put the [THREAD ID] in the subject line, we will not get your message.

We are writing to correct information in this supplemental application. The original registration was for the Audiovisual Work included in the claim. You have changed the claim to "entire motion picture." As a motion picture is covered by a Audiovisual Work claim, this ends up excluding the additional files that are not motion pictures but do contain audiovisual material.

Permit us to update your authorship statement to "Audiovisual Work" and we can complete this supplemental registration.

IMPORTANT NOTE: The THREAD ID appearing at the end of this message **MUST** be included within the body of your response in order for your message to be properly routed. When replying to this message, make sure to copy the whole THREAD ID, including brackets, and paste it into the body of your response, preferably after the greeting. **DO NOT** include the THREAD ID in the subject line of your reply. If you put the THREAD ID in the subject line, we will not get your message.

Failure to comply exactly with our instructions will result in your email not being connected to your application, and if we do not hear from you within 45 days, your case will be closed without further correspondence from us.

Sincerely,

Examiner O'Neil
Performing Arts Division
Motion Picture Team
Office of Registration Policy & Practice
US Copyright Office

When replying to this email, please include the following thread id (entire line) within the body of your response to expedite routing to the correct office.

[THREAD ID:1-6YTSHX7]

Activity Type: Email - Inbound

Created on: 05/19/2026 12:54:58 PM

Attachment: Y

Subject: RE: U.S. Copyright Office Application - 1-15160202762 THE NEXT WORLD

Body:

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 found out you can't upload files. So it was a waste of \$100

Silver lining is getting to fix the 2017 thing which should have been 2024. But everything else can stay the same.

Activity Type: Email - Outbound

Created on: 05/19/2026 02:10:04 PM

Subject: RE: U.S. Copyright Office Application - 1-15160202762 THE NEXT WORLD

Body:

Thank you for your quick response. You should receive your certificate within a few weeks.

EXHIBIT P

CONDITIONALLY FILED UNDER SEAL

Page 595 - 643

EXHIBIT Q

From: Matthew R. Walsh <matthew@winteryear.com>
Sent: Monday, August 17, 2026 2:03 AM
To: Gorospe, Valentino
Cc: Ellena, Katherine J.; Graue, Emily H.; Galibois, Michael B.
Subject: Re: Meet and Confer re Rokoko MSJ

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

I didn't read a single word of the last email you sent. But as promised, I will be back on Wednesday. I'll have my schedule then.

Also there is no such thing as an LR 7-3 waiver. You should know that by now.

Sent via BlackBerry Hub+ Inbox for Android

From: matthew@winteryear.com
Sent: August 12, 2026 11:24 PM
To: VGorospe@reedsmith.com
Cc: KEllena@reedsmith.com; EGraue@reedsmith.com; MGalibois@reedsmith.com
Subject: RE: Meet and Confer re Rokoko MSJ

Valentino,

To be clear, there will be no "quick call," "quick Zoom," or other litigation work while I am away.

I am out of state on a previously scheduled vacation with my family. Rokoko has known of my travel plans as they have been brought up continually since February and exist in filings. You, as it was mentioned in person during my deposition breaks, are fully aware that I am here for an important family occasion. I am not working, I am not even taking calls from my own clients, and I am not interrupting my vacation because Rokoko has suddenly decided its MSJ is urgent. My phone is on airplane even to my staff.

You are in no position to pressure a meeting. There was ample opportunity to raise it. We met in person regarding my summary-judgment motion after my deposition on May 28. Rokoko said nothing about its own MSJ. We met again concerning summary judgment only two weeks ago. Again, Rokoko said nothing. After months of silence, Rokoko waited until fact discovery closed—and until my previously disclosed vacation—to announce its motion. Whatever urgency now exists is entirely self-created.

Listen, I get it, you got the deposition transcript and you're overtly excited thinking you found this grand unraveling of the liability cannon... That you can win invoking Section 412; I'm sure you are aware of the other 9th cases that reference it; we both know what ones I'm talking about. Trust me, I thought of that already loooongggg before this extensively... I've read every opinion top to bottom. Read everything the 5th wrote... Trust me, there is no rush. My opposition is fleshed out. If anything, by allowing me to take my vacation, I'm doing you a favor. Take this time to find a new angle... 412 ain't it.

Next thing, Rokoko and its counsel have also repeatedly chosen to characterize me as “disturbed,” “unwell,” and “mental,” while invoking and joking about my bipolar disorder, including as recently as two days ago. First, I’m disgusted and you/your clients should be absolutely ashamed. Second, I don’t have the “crazy” type of bipolar... I have the kind that gives me unlimited energy, unlimited creativity, mental bandwidth the size of the Colorado river and an idyllic memory that even makes your own team think I must have recorded our meetings or use AI to draft my legal documents, lol.

But, since your side wants to keep picking on my mental “disorder”... I am taking the hint and taking a mental-health break. **Rokoko does not get it both ways:** it cannot use my mental health as a sword throughout this litigation to influence and control third parties and then insist I disregard it and remain perpetually available when convenient for Rokoko.

I am not refusing to meet and confer. **I am unavailable.** I will provide reasonable availability after I return. Until then, I am with my family, my toes are in the sand, and my phone is in airplane mode. Please respect that.

I’ll contact you when I return.

Matt

From: Gorospe, Valentino <VGorospe@reedsmith.com>

Sent: Wednesday, August 12, 2026 9:30 AM

To: matthew@winteryear.com

Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>

Subject: RE: Meet and Confer re Rokoko MSJ

Hi Mr. Walsh,

We are still looking to meet and confer regarding our forthcoming Motion for Summary Judgment and you have not provided us with your availability for a brief call. Please let us know your first availability.

Best,
Valentino

Valentino Gorospe

Associate

Los Angeles / Insurance Recovery

He/Him/His

VGorospe@reedsmith.com

D: [+1 213.457.8239](tel:+12134578239)

Reed Smith LLP

515 Flower Street

Suite 4300

Los Angeles, CA 90071

T: [+1 213 457 8000](tel:+12134578000)

F: [+1 213 457 8080](tel:+12134578080)

reedsmith.com

From: Gorospe, Valentino

Sent: Tuesday, August 11, 2026 1:55 PM

To: matthew@winteryear.com <matthew@winteryear.com>

Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B.

<MGalibois@reedsmith.com>

Subject: RE: Meet and Confer re Rokoko MSJ

Hi Mr. Walsh,

Please let us know your first available time to meet and confer. We can keep the meeting brief and telephonic.

Best,
Valentino

Valentino Gorospe

Associate

Los Angeles / Insurance Recovery

He/Him/His

Vgorospe@reedsmith.com

D: [+1 213.457.8239](tel:+12134578239)

Reed Smith LLP

515 Flower Street

Suite 4300

Los Angeles, CA 90071

T: [+1 213 457 8000](tel:+12134578000)

F: [+1 213 457 8080](tel:+12134578080)

reedsmith.com

From: matthew@winteryear.com <matthew@winteryear.com>

Sent: Tuesday, August 11, 2026 1:00 PM

To: Gorospe, Valentino <VGorospe@reedsmith.com>

Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>

Subject: RE: Meet and Confer re Rokoko MSJ

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

Valentino,

First, I am not available. I will be out of state on vacation beginning tomorrow and wholly unavailable.

Second, Rokoko has not completed its discovery obligations. Much of what was produced remains defective, incomplete, or outstanding. I will promptly notify the Court pursuant to Rule 56(d) that Rokoko's discovery failures have deprived me of a fair opportunity to obtain and use discovery necessary to oppose summary judgment.

Third, Rokoko's newly produced documents contain admissions of near insane significance, including plain admissions of spoliation and statements that are flat out contradictory with prior sworn testimony and representations made during this litigation and to the Court.

As a result, I am seeking ex parte relief concerning a motion for terminating sanctions. To the extent the record establishes that counsel knew of, participated in, or advanced representations inconsistent with the newly produced evidence, I will request appropriate inquiry and relief as to counsel as well.

It's time.

Thanks,
Matt

From: Gorospe, Valentino <VGorospe@reedsmith.com>

Sent: Tuesday, August 11, 2026 11:29 AM

To: matthew@winteryear.com

Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>

Subject: Meet and Confer re Rokoko MSJ

Hi Mr. Walsh,

Now that fact discovery has closed, Rokoko intends to move for summary judgment. Please provide your availability this week or next to meet and confer.

Best,
Valentino

Gerardo Valentino Gorospe IV

Associate

Los Angeles / Insurance Recovery

He/Him/His

VGorospe@reedsmith.com

D: [+1 213.457.8239](tel:+12134578239)

M: [+1 562.753.1072](tel:+15627531072)

Reed Smith LLP

515 Flower Street

Suite 4300

Los Angeles, CA 90071

T: [+1 213 457 8000](tel:+12134578000)

F: [+1 213 457 8080](tel:+12134578080)

reedsmith.com

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

RSUSv12021

EXHIBIT R

From: matthew@winteryear.com
Sent: Wednesday, August 19, 2026 3:26 PM
To: Gorospe, Valentino
Cc: Ellena, Katherine J.; Graue, Emily H.; Galibois, Michael B.
Subject: RE: L.R. 79-5.2.2 letter

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

I can only do Friday at 3:30pm this week.

My next week schedule is:

1. Tuesday at 1:30pm;3:30pm
2. Wednesday at 1:30;3:30pm
3. Thursday at 10:00am; 2:00pm

I also intend on discussing and then filing a Rule 60 motion to revive my DMCA claims in light of this new evidence.

Thank you
Matthew R. Walsh

From: Gorospe, Valentino <VGorospe@reedsmith.com>
Sent: Wednesday, August 19, 2026 8:14 AM
To: matthew@winteryear.com
Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>
Subject: RE: L.R. 79-5.2.2 letter

Hi Mr. Walsh,

It is now Wednesday. Please provide your availability to meet and confer regarding Rokoko's forthcoming Motion for Summary Judgment.

Best,
Valentino

Valentino Gorospe
Associate
Los Angeles / Insurance Recovery
He/Him/His

VGorospe@reedsmith.com
D: +1 213.457.8239

Reed Smith LLP
515 Flower Street
Suite 4300
Los Angeles, CA 90071

T: +1 213 457 8000

F: +1 213 457 8080

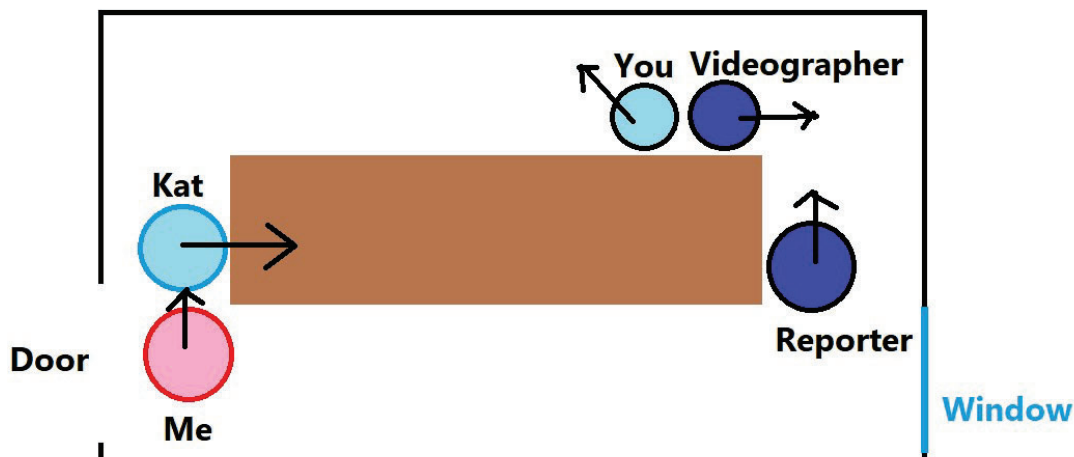
reedsmith.com**From:** matthew@winteryear.com <matthew@winteryear.com>**Sent:** Tuesday, August 18, 2026 11:41 AM**To:** Gorospe, Valentino <VGorospe@reedsmith.com>**Cc:** Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>**Subject:** RE: L.R. 79-5.2.2 letter**External E-Mail - FROM** matthew@winteryear.com <matthew@winteryear.com>

As stated, I will be back Wednesday and will have my availability then. This issue is finalized and will no longer be discussed.

As for the rest, the record is clear. Redact/don't redact... You're only hurting yourselves a this point.

The Court said I can move on both motions. I am doing just that. We met and conferred. It happened. Be careful Valentino – there were other witnesses in the room and she made it very clear when you walked out *“Just so you know, those little looks he keeps giving me; like we’re in on something together – there is absolutely **nothing there**”*. If I were you I'd tread lightly, you never know if one of those handheld recording devices were still on.

Everyone saw me walk back in the Hotel – staff, security cameras, the recorder, the videographer – and you -- ... everyone saw me stand at the end of the table next to the door and discuss precisely this substance with Kat while she acted disinterested typing on her cell phone facing towards the reporter sitting near you; to which she replied *“Okay, if that’s your theory, I get it. File your motion – we’ll oppose obviously, but I understand”*. **YOU** were sitting down on the far other end of the table away from us packing up so **YOU** don't get to say what was discussed.



So, if you want to continue to lie – be prepared for me to call witnesses in and humble this situation. If you attempt to gaslight me, or the Court – I will demand records and affidavits from the Hotel and those witnesses. I promise you it will not go well for you.

Stop playing games before it gets worse. Terminating sanctions are coming. MSJ is coming. The Court ordered me to move forward, you failed to oppose in time. Nothing you do or say will stop that. Again, it's time.

Have a good one.
Matthew R. Walsh

From: Gorospe, Valentino <VGorospe@reedsmith.com>

Sent: Tuesday, August 18, 2026 10:58 AM

To: matthew@winteryear.com

Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>

Subject: RE: L.R. 79-5.2.2 letter

Hi Mr. Walsh,

You continue to mischaracterize the record and have again evaded providing an actual time you are available to meet and confer regarding Rokoko's MSJ. Please provide us a specific timeslot you are available Wednesday through Friday this week to meet and confer.

Our July 21st "meet and confer" consisted of you informing us that you would seek leave to file a new MSJ. You have never met and conferred with us regarding its substance.

Our August 4th meet and confer discussed only those discovery disputes that existed *prior to the close of fact discovery*. Thus, to the extent you intend to move for sanctions regarding any documents produced to you as a part of PROD 7, you have not met and conferred with us regarding a motion for sanctions.

Best,
Valentino

Valentino Gorospe

Associate

Los Angeles / Insurance Recovery

He/Him/His

VGorospe@reedsmith.com

D: +1 213.457.8239

Reed Smith LLP

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From: matthew@winteryear.com <matthew@winteryear.com>

Sent: Tuesday, August 18, 2026 10:22 AM

To: Gorospe, Valentino <VGorospe@reedsmith.com>

Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>

Subject: RE: L.R. 79-5.2.2 letter

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

You... might want to read the rules before proclaiming their meaning. That is not what L.R. 79-5.2.2(b) requires; that's what 7-3 and 37-1/37-2 require.

First, The required conference concerns whether confidential material can be redacted to eliminate or minimize the need for sealing. A conference aimed at eliminating or minimizing sealing through redaction. If it doesn't say, *"identify each document you intend to file"*. I explained to you what I am using. Set 7. The rules do not demand I do anything further, neither can you.

Second, It does not require me to meet and confer regarding the merits or "substance" of the underlying motion before invoking the sealing procedure, besides we've already done that. August 4 and July 21, respectively.

Third, You created the confidentiality problem. You need to work it out, the burden is on you not me. Rokoko designated the material confidential; I intend to file designated material; and I have asked Rokoko to identify what it actually contends requires protection so that sealing may be eliminated or minimized. Your documents are already redacted. **It sounds like you are refusing because there is nothing in there you can justify redacting.**

As to my forthcoming motions, your characterization of the record is also incorrect to the point where it must be satire. Are you not reading the docket?

We met and conferred on August 4. Check your calendar. The Court has since expressly ordered to proceed with my motion for case-ending terminating sanctions after I provided the Court with a preview of the contemplated motion and the underlying dispute.

Likewise, I met and conferred with you in person at my deposition concerning my contemplated motion for summary judgment. I thereafter sought leave from the Court, Rokoko did not oppose that request, and the Court granted me leave to proceed.

The remainder of your email is difficult to take seriously. It's so strange and weirdly defensive in the wrong directions I am not sure how even to respond without being rude. But I'll try.

I have no obligation to rearrange a previously scheduled vacation, my employment, or my personal schedule because Rokoko demands an immediate conference on its preferred timetable. Rokoko requested my availability "next week." I informed you that I would be available Wednesday. You therefore have precisely what you requested: my availability the following week. Isn't that what you always tell me also "we have other cases", "we are so busy", "this is not our only case", and so on?

The fact that I can send correspondence while away does not somehow establish that I am available for a substantive conference whenever Rokoko demands one. Nor does my compliance with a separate Local Rule concerning material Rokoko itself designated confidential create such an obligation.

If Rokoko nevertheless believes it may file its motion without complying with L.R. 7-3, it is free to proceed accordingly. I think we both know how that is going to go. You're just wasting my time, the Court's time and your clients money who are already multiples of several hundred thousand dollars in litigation costs because you guys can't/won't follow the rules. I comply with the Federal Rules of Civil Procedure, not the Federal Unruliness of Temper Tantrums. So, you need to change your tone with me moving forward or we can stop speaking entirely outside of IDC; if that's what you want.

My motions will proceed.

Your documents are already redacted.

If you contend some part of them must be further redacted... you need to skim through them and identify them. You chose to be a lawyer, this is your job and you're getting paid for it.

Matt

From: Gorospe, Valentino <VGorospe@reedsmith.com>

Sent: Tuesday, August 18, 2026 9:39 AM

To: matthew@winteryear.com

Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>

Subject: RE: L.R. 79-5.2.2 letter

Mr. Walsh,

We write in response to your August 17 correspondence.

First, regarding your August 17, 11:36 a.m. correspondence, purportedly issued under L.R. 79-5.2.2: your letter is not a "conferral." It is a unilateral demand that Rokoko review the entirety of its Production No. 7. That production consists of hundreds of documents, and you have not identified which documents you actually intend to use. If you wish to comply with L.R. 79-5.2.2, you should identify the specific documents you intend to rely upon. Absent that, your request is inappropriate and harassing. Rokoko has no obligation to guess which documents, out of hundreds, you may or may not intend to use.

Furthermore, you have not met and conferred with us since August 4, 2026, a week prior to the August 10 close of fact discovery and Rokoko's service of Production 7. You have therefore not met and conferred with us regarding the substance of any motion or filing in which you intend to use documents from Production No. 7, nor regarding the substance of Rokoko's forthcoming motion for summary judgment – a fact that will be noted on the record.

Secondly, we note your August 17, 2:03 a.m. refusal to provide your availability or otherwise cooperate with Rokoko's requests to meet and confer regarding its forthcoming motion for summary judgment. Your statement that you will "be back" on Wednesday, without providing dates and times you are available, is not cooperation with your meet and confer obligations. I will remind you again that *pro se* plaintiffs are held to the same level of decorum and cooperation as represented parties.

You have now been avoiding your meet and confer obligations since August 11—without providing any date or time at which you would become available—while citing a vacation that Rokoko was never aware of. Yet during this same period in which you claim to be "wholly unavailable" for meet-and-confer obligations, you have found time to draft correspondence, issue demands, and raise new disputes regarding confidential documents. Your claims of unavailability for your litigation obligations, while simultaneously making affirmative demands of opposing counsel, will be noted for the court.

You have now delayed this process for over a week, and your continued refusal to cooperate will be noted for the Court. Rokoko remains available to meet and confer, as it has since August 11, though we will proceed with filing our own motion without delay since you continue to avoid providing availability.

Best,
Valentino

Valentino Gorospe

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From: matthew@winteryear.com <matthew@winteryear.com>

Sent: Monday, August 17, 2026 11:35 AM

To: Gorospe, Valentino <VGorospe@reedsmith.com>

Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>

Subject: L.R. 79-5.2.2 letter

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

Counsel,

Pursuant to L.R. 79-5.2.2(b), this email constitutes my meet and confer regarding Production 7.

I intend to use documents from Production 7 in a public filing. Rokoko designated those documents confidential. The Local Rule therefore requires me, at least three days before filing an application to seal, to confer with Rokoko in an attempt to eliminate or minimize the need for sealing through redaction.

So, this is what you need to do:

1. Review Production 7 and identify every specific portion Rokoko contends actually needs to be redacted.
2. If only part of a document requires protection, identify that part and provide the proposed redaction. A blanket confidentiality designation does not tell me what Rokoko actually contends is sealable, and the entire purpose of this conference is to eliminate or minimize sealing through specific redactions.
3. I will file the application after the three-day period required by L.R. 79-5.2.2(b).
 - a. If Rokoko provides proposed redactions before then:
 - i. I will consider them and determine whether they eliminate or minimize the need for sealing.
 - b. If they do not, or if Rokoko provides no proposed redactions:
 - i. I will file the application and tell the Court exactly that.

Once I file, Rokoko has four days under L.R. 79-5.2.2(b)(i) after the application is filed to file a declaration establishing that all or part of its designated material is actually sealable by showing good cause or compelling reasons sufficient to overcome the strong presumption of public access, with citations to the applicable legal standard.

If Rokoko contends only part of the material is sealable, it must also file the relevant material with its proposed redactions highlighted.

If you do that, the Court decides what gets sealed.

If you don't, the Rule expressly provides that your failure to file the required declaration or other required documents may be sufficient grounds to deny the application.

If the application is denied, L.R. 79-5.2.2(b)(ii) permits the documents to be filed publicly no earlier than four days and no later than ten days after denial, unless the Court orders otherwise.

So there is no confusion: I am filing in three days. Your redactions are due by then.

Thanks,
Matt

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

RSUSv12021

EXHIBIT S

From: matthew@winteryear.com
Sent: Thursday, August 20, 2026 11:52 PM
To: Gorospe, Valentino
Cc: Ellena, Katherine J.; Graue, Emily H.; Galibois, Michael B.
Subject: RE: L.R. 79-5.2.2 letter

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

You *can't* proceed "without delay". L.R. 7-3 is not optional. You keep complicating legal procedure and wonder why I have limited time...

I don't know why you keep assuming I'm always "avoiding" you/Rokoko. There is nothing to run from. Like... literally nothing.

You've rescheduled about 8 meet and confers, sometimes even *after* they've started. I've rescheduled this **one time**. If you think you can convince Wright to hear it anyways, go for it.

Also if that's your theory to prevail... I... I don't even know what to say.....

The purpose of meet and confers is to narrow or eliminate the need to file a motion. Common sense and the evidentiary record should be doing that by default if that's your motions' basis.

All I'm going to say, is after all this, I hope you're doing this one pro bono. Good lord.

It's nearly midnight.

Go get some rest. I have to get back to work.

I'll talk to you Tuesday.

Matt

From: Gorospe, Valentino <VGorospe@reedsmith.com>
Sent: Thursday, August 20, 2026 11:03 PM
To: matthew@winteryear.com
Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>
Subject: RE: L.R. 79-5.2.2 letter

Mr. Walsh,

You have had notice of our intent to meet and confer since August 11 and have continued to avoid your meet and confer obligations while simultaneously making demands of Rokoko and finding the time to file your own motions.

Since you continue to avoid our meeting, consider this email notice of Rokoko's grounds for its forthcoming motion for summary judgment:

- Your copyright registration does not cover the works at issue. The scope of your copyright registration does not cover the animation data you allege Rokoko infringed and, even if it did, the motion capture files at issue are not sufficiently original to warrant protection under the copyright act and as a matter of law.
- You cannot meet your burden of proof as to any allegedly infringing copying by Rokoko, nor do you have evidence of Rokoko products containing your data.
- Even if your claim proceeded, your claim would yield no remedy. Statutory damages are barred under Section 412, you have no evidence of actual damages and have confirmed you are not seeking them, and injunctive relief is unavailable.

Should you wish to discuss Rokoko's grounds for summary judgment further, we are still available at 3:30 p.m. tomorrow. Regardless, Rokoko intends to proceed without delay.

Best,
Valentino

Valentino Gorospe
Associate
Los Angeles / Insurance Recovery
He/Him/His

Vgorospe@reedsmith.com
D: +1 213.457.8239

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From: matthew@winteryear.com <matthew@winteryear.com>
Sent: Thursday, August 20, 2026 8:46 PM
To: Gorospe, Valentino <VGorospe@reedsmith.com>
Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>
Subject: RE: L.R. 79-5.2.2 letter

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

Counsel,

I need to reschedule tomorrow's meet and confer.

I am running absolutely ragged. My trip cost me time I didn't have. Then, the amount of time I unexpectedly had to spend this week dealing with the confidentiality/redaction issues put me even further in the ground.

Let's move the conference to Tuesday.

I know exactly what objections you're going to make in response – in advance, they're inaccurate and they're unfounded, I'm not interested in arguing over it and won't. Rescheduling affects my forthcoming motions also.

You have my next week's schedule. Shoot me the zoom.

Matt

From: Gorospe, Valentino <VGorospe@reedsmith.com>

Sent: Thursday, August 20, 2026 12:58 PM

To: matthew@winteryear.com

Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>

Subject: RE: L.R. 79-5.2.2 letter

Hi Mr. Walsh,

Just wanted to reach out to you again regarding your own deposition transcript, which you requested be marked confidential pursuant to the SPO.

Please provide us with a copy of your transcript with any of your proposed confidentiality redactions highlighted (or otherwise marked and identified).

Best,
Valentino

Valentino Gorospe

Associate

Los Angeles / Insurance Recovery

He/Him/His

VGorospe@reedsmith.com

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From: matthew@winteryear.com <matthew@winteryear.com>

Sent: Wednesday, August 19, 2026 3:21 PM

To: Gorospe, Valentino <VGorospe@reedsmith.com>

Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>

Subject: RE: L.R. 79-5.2.2 letter

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

I understand your position.

I have repeatedly requested proposed redactions to the Overby transcript for months and none were provided. I therefore consider the L.R. 79-5.2.2(b) conferral concerning that transcript complete. If Rokoko seeks to maintain confidentiality over any portion of the transcript when I file it, it may proceed pursuant to L.R. 79-5.2.2(b)(i) and carry its burden before the Court.

Your response does not restart the L.R. 79-5.2.2(b) process clock or withdraw my prior notice. I have already conferred regarding Rokoko's confidentiality designations and requested proposed redactions. The deadline previously provided remains unchanged.

Nevertheless, to eliminate your stated objection, the documents I presently intend to use are:

ROKOKO_00001837.pdf
ROKOKO_00001840.pdf
ROKOKO-PRIV00000148.pdf
ROKOKO-PRIV00000072.pdf
ROKOKO-PRIV00000046.pdf

As well as the deposition of Overby, the deposition video and a excerpt of the video in which I contend Overby and Ellena had communicated.

These documents were designated Confidential by Rokoko and have already been redacted by Rokoko. If Rokoko contends additional material requires redaction, identify it by the deadline already provided.

Otherwise, I will treat Rokoko's existing redactions as satisfactory and proceed accordingly.

As to the Overby transcript, I requested Rokoko's proposed redactions months ago. Rokoko provided none. That issue is not being reopened by today's correspondence.

Please be aware also, both of my motions are dispositive. Therefore this may be of interest to you:

There is a strong presumption against filing documents under seal. See Kamakana v. City & Cnty. of Honolulu, 447 F.3d 1172, 1178 (9th Cir. 2006) (discussing the "strong presumption in favor of access" to court records) (quotation omitted). This presumption is heightened when a party seeks to seal documents filed in support of or in opposition to a summary judgment motion because "summary judgment adjudicates substantive rights and serves as a substitute for trial." Foltz v. State Farm Mut. Auto. Ins. Co., 331 F.3d 1122, 1135 (9th Cir. 2003).

A party must present "compelling reasons" to seal judicial records attached to a dispositive motion. Kamakana, 447 F.3d at 1178-79. Compelling reasons exist when "court files might have become a vehicle for improper purposes, such as the use of records to gratify private spite, promote public scandal, circulate libelous statements, or release trade secrets." In re Midland Nat. Life Ins. Co. Annuity Sales Practices Litig., 686 F.3d 1115, 1120 (9th Cir. 2012) (citation and quotation omitted).

**2 "[T]he presumption of access is not rebutted where ... documents subject to a protective order are filed under seal as attachments to a dispositive motion. The ... 'compelling reasons' standard continues to apply." Foltz, 331 F.3d at 1136 (internal citations omitted). See also L.R. 79-5.2.2(a)(i) ("That the information may have been designated confidential pursuant to a protective order is not sufficient justification for filing under seal; a person seeking to file such documents under seal must comply with [the Local Rules].")*

Defendant's assertion that "all of these exhibits contain information covered by the parties' protective order" (id. at 5-6) is insufficient. See Foltz, 331 F.3d at 1136; L.R. 79-5.2.2(a)(i).

As this Court has already explained to the parties, it is well settled that the public has a right to copy and inspect judicial records in order to preserve "a measure of accountability" for federal courts and "for the public to have confidence in the administration of justice." Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096 (9th Cir. 2016) (quoting United States v. Amodeo, 71 F.3d 1044, 1048 (2d Cir. 1995)). Therefore, "a 'strong presumption in favor of access' is the starting point." Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178 (9th Cir. 2006) (quoting Foltz v. State Farm Mut. Auto. Ins. Co., 331 F.3d 1122, 1135 (9th Cir. 1003)).

Your redactions are expected by midnight. Narrowing the issue does not toll the time prescribed.

Thank you
Matthew R. Walsh

From: Gorospe, Valentino <VGorospe@reedsmith.com>

Sent: Wednesday, August 19, 2026 1:22 PM

To: matthew@winteryear.com

Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>

Subject: RE: L.R. 79-5.2.2 letter

Hi Mr. Walsh,

Thank you for your email. Before we can address your request regarding sealing or further redactions, we need you to specifically identify which documents from PROD 7, or otherwise, that have been marked Confidential you intend to file. We are not in a position to review each document in Rokoko's various document productions on a blanket basis, nor is that what the Local Rules contemplate.

Once you have identified the specific documents that you intend to file, we will be happy to promptly confer with you regarding any redaction or sealing concerns.

As a courtesy, please know that Rokoko will be filing its own forthcoming Motion for Summary Judgment and will apply to seal portions of Mr. Overby's Transcript. As we are the designating party on Mr. Overby's Transcript, we do not believe any conferral is required under the Local Rules. We also intend to file excerpts from Your Transcript and your deposit copy documents. Given that those records have been designated Confidential under the Protective Order at your request, please identify which portions if any of those documents you would propose be redacted pursuant to L.R. 79-5.2.2(b).

Please let us know which documents Rokoko marked Confidential that you intend to file, as well as your availability to meet and confer.

Best,
Valentino

Valentino Gorospe

Associate

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From: matthew@winteryear.com <matthew@winteryear.com>

Sent: Wednesday, August 19, 2026 10:48 AM

To: Gorospe, Valentino <VGorospe@reedsmith.com>

Cc: Ellena, Katherine J. <KEllena@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>

Subject: RE: L.R. 79-5.2.2 letter

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

Counsel,

Today by midnight any further redactions are due. As you have already redacted the documents, there seems to be no reason to file under seal; satisfying the requirements of 79-5.2.2.

Under Local Rule 79-5.2.2(b), a party seeking to file a document under seal containing information previously designated as confidential by another party must first: (1) confer with the person that designated the material confidential ("designating party") at least three days before filing the application; (2) attempt to eliminate or minimize the need for under seal filings by means of redaction; and (3) if the document cannot be suitably redacted by agreement, the filing party may file an application to seal the document, accompanied by a declaration. L.R. 79-5.2.2(b). The declaration accompanying the application must: (1) identify the material previously designated as confidential; (2) describe in detail the efforts made to resolve the need for an under seal filing; and (3) be served on the designating party on the same day it is filed. Id. The filing party must file proof that the declaration was served on the designating party. Id.

I will defer to you on this point. Should you contend that the document(s) must be redacted further, then please identify what should be redacted, if anything. Generally, and according to our protective order, blanket designations as 'confidential' are inappropriate and will likely not justify sealing. You may do so in such a format:

Document Name/Bates	Redaction	Reason
ROKOKO00001234	PageFrom-PageTo:LineFrom-LineTo;	Short reason
ROKOKO00001234	3-4:27-6	Contains personal information of a third party.

**The existence of a protective order sealing documents during discovery "may reflect a court's previous determination that good cause—a lower threshold than that required for finding a compelling reason to seal—exists to keep the document sealed." Kamakana, 447 F.3d at 1179-80. However, "a blanket protective order that allows the parties to designate confidential documents does not provide sufficient judicial scrutiny to determine whether each particular document should remain sealed." Day v. GEICO Casualty Co., 2023 WL 6558404, at *2 (N.D. Cal. Sept. 21, 2023).*

I have gone through every document myself and see nothing that should be redacted further. You have removed all third party names and contact information; project names; names of individuals and even large blocks of text. I am willing to stipulate that should I come across any personal information, e-mail addresses and so on that are not @rokoko.com then I will redact them myself. **This should remove the cost and time burden from Rokoko entirely.**

When considering whether to seal a document, the court "start[s] with a strong presumption in favor of access to court records." Foltz v. State Farm Mut. Auto. Ins. Co., 331 F.3d 1122, 1135 (9th Cir. 2003). The party "seeking to seal a judicial record then bears the burden of overcoming this strong presumption" by providing "compelling reasons supported by specific factual findings that outweigh the general history of access and the public policies favoring disclosure[.]" Kamakana v. City & Cnty. of Honolulu, 447 F.3d 1172, 1178-79 (9th Cir. 2006)

*Plaintiff briefly argues that there is “good cause” for sealing the documents: namely that [The Defendant] has requested that [The Plaintiff] file the Confidential Material under seal.” (Application at 8.) **This argument fails.** First, because a motion to dismiss is a dispositive motion, the “compelling reasons” standard applies to the Application—not the “good cause” standard. See *Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1136 (9th Cir. 2003). Second, **that the Defendant requested the document to be filed under seal is not even good cause to allow the filing of a document under seal, and it certainly is not a compelling reason to do so.** And third, because Defendant is the designating party who wishes the document to be filed under seal, it is Defendant's obligation to “demonstrate[e] compelling reasons why the strong presumption of public access in civil cases should be overcome.” See L.R. 79-5.2.2(b)(i). quoting *Table de France, Inc. v. DBC Corp.*, No. EDCV19423JGBKKX, 2019 WL 13087676, at *2 (C.D. Cal. Oct. 9, 2019)*

If you deem your redactions suitable, this should eliminate entirely the need for filing under seal, eliminate the need for an application to the Court, save judicial resources and cost and time to both you, myself and your client.

If you do not stipulate, obviously, I will simply comply with the rules; file the application; it will likely be denied and the documents will be filed as-is per the rules. You will expend more resources and effort to try and justify the high bar of sealing already redacted documents or documents which contain seemingly no privileged or confidential information. In fact, most of it simply concerns me as a person or facts already known on the record.

Please let me know today what your thoughts are and if we can move forward without sealing.
Thanks

Matt

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RSUSv12021

EXHIBIT T

From: matthew@winteryear.com
To: [Gorospe, Valentino](#)
Cc: [Ellena, Katherine J.](#); [Graue, Emily H.](#); [Galibois, Michael B.](#)
Subject: Walsh final productions, responses.
Date: Monday, August 10, 2026 11:59:01 PM
Attachments: [2026-08-02 Responses to DKT #225.docx](#)

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



Per your email:

1. **Compliance with the Court's July 2, 2026 Minute Order (ECF No. 208)**

FTP: dev.winteryear.com

User: reedsmith

Pass: sm1thyyy__%//__r33d

Password expires in 48 hours.

2. **Compliance with the Court's July 28, 2026 Minute Order (ECF No. 225)**

See attached for Docket #225 responses

3. **All outstanding documents not yet produced to Rokoko that you intend to rely upon at trial:**

I have produced what I was ordered or required to produce in this matter.

Thank you,

Matthew R. Walsh

RSUSv12021

BEGIN SECTION FOR ROG'S

Interrogatory No. 2: The Court grants Defendants' motion only as to the damages calculation for the copyright infringement claim. To the extent Plaintiff claims that he will seek only statutory damages, he may state so in his response. However, Plaintiff must still provide any facts underlying any anticipated request for the higher end of statutory damages.

Plaintiff responds as:

Plaintiff presently seeks statutory damages pursuant to 17 U.S.C. § 504(c), including enhanced statutory damages for willful infringement. Plaintiff contends Defendant's infringement was willful based upon, among other things, Defendant's knowing and unauthorized copying and retention of Plaintiff's copyrighted works; the volume and duration of that copying; Defendant's continued possession and use of Plaintiff's works; Defendant's collection and maintenance of a commercial motion-animation dataset; Defendant's licensing or sublicensing of motion-animation data to third parties; Defendant's continued conduct after receiving notice of Plaintiff's copyright claims; and Defendant's subsequent attempts to obtain contractual rights concerning the collection, use, and licensing of user animation data. These facts support Plaintiff's anticipated request for statutory damages at the higher end of the range permitted for willful infringement. Plaintiff reserves all rights concerning the amount of statutory damages ultimately requested based upon the evidence presented at trial. Plaintiff reserves the right to pursue other damages.

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accompanied by highly detailed indexes identifying the produced documents by Bates number, filename, year, subject matter, and other identifying information. Plaintiff further provided separate indexes organizing and categorizing the production by subject matter specifically to permit responsive documents to be readily identified and located. Those indexes were produced to Rokoko with the underlying documents and are incorporated herein by reference. The Court ordered Plaintiff to “identify by Bates numbers any responsive documents he has produced.” Plaintiff has done so. The Court did not order Plaintiff to create a new RFP-by-RFP list, duplicate his existing indexes, or prepare a new characterization of documents already individually identified, categorized, described, and indexed by Bates number..

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RESPONSE TO RFP 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.”)

Plaintiff responds as:

Plaintiff has already identified the responsive documents by Bates number as ordered by the Court. Plaintiff's production was individually Bates-stamped and accompanied by highly detailed indexes identifying the produced documents by Bates number, filename, year, subject matter, and other identifying information. Plaintiff further provided separate indexes organizing and categorizing the production by subject matter specifically to permit responsive documents to be readily identified and located. Those indexes were produced to Rokoko with the underlying documents and are incorporated herein by reference. The Court ordered Plaintiff to "identify by Bates numbers any responsive documents he has produced." Plaintiff has done so. The Court did not order Plaintiff to create a new RFP-by-RFP list, duplicate his existing indexes, or prepare a new characterization of documents already individually identified, categorized, described, and indexed by Bates number.

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RESPONSE TO RFP 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 record”)

Plaintiff responds as:

Plaintiff has done so. The Court did not order Plaintiff to create a new RFP-by-RFP list, duplicate his existing indexes, or prepare a new characterization of documents already individually identified, categorized, described, and indexed by Bates number.

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RESPONSE TO RFP 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.”)

Plaintiff responds as:

Pursuant to the Court's Order, Plaintiff identifies responsive documents by reference to the Bates-numbered production indexes previously provided to Rokoko. The indexes expressly identify the produced documents individually by Bates number and provide separate indexes organized by year and subject matter. Plaintiff incorporates those indexes by reference and relies upon them to identify responsive documents previously produced.

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RESPONSE TO RFP 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.”)

Plaintiff responds as:

Pursuant to the Court's Order, Plaintiff conducted a diligent search and reasonable inquiry. No additional responsive documents previously produced and bearing Bates numbers could be located beyond what was produced in the index files:

- *indexRespons__Alexis; Mincolla; Wasserman; Celebrities; Celebrity; Grendel; 3teeth; Aries; 8mm; Saturne; derr*
- *indexRespons Momentum*

- *indexResponses__The Next World; New Terra; THE NOTHING; nothingcanstopyounow; thenextworldvideogame*

Plaintiff does not maintain balance sheets, income statements, tax returns, statements of cash flow, or other financial statements specifically relating to the development, publishing, marketing, or distribution of The Next World. Plaintiff's broader financial records are not maintained or segregated by project. Producing financial statements attributable specifically to The Next World would therefore require Plaintiff to reconstruct historical transactions, determine which transactions are attributable to the project, and create new financial statements or compilations that do not presently exist. Federal Rule of Civil Procedure 34(a)(1)(A) permits discovery of designated documents and electronically stored information within a party's possession, custody, or control, while Rule 34(b)(2)(E) governs production of documents and ESI as maintained or in a reasonably usable form; it does not require Plaintiff to create a new project-specific financial statement that does not exist. Accordingly, after diligent search and reasonable inquiry, Plaintiff located no existing document within his possession, custody, or control responsive to the Request as worded.

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RESPONSE TO RFP 81: All payroll records, employment agreements, independent contractor agreements, and compensation 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.

Plaintiff responds as:

Pursuant to the Court's Order, Plaintiff conducted a diligent search and reasonable inquiry. No responsive documents previously produced and bearing Bates numbers could be located. Plaintiff possesses certain potentially responsive agreements concerning non-parties. Those agreements concern individuals who are not parties to this action and contain confidential and private information, including compensation terms, contractual terms, identifying information, and proprietary information. Certain agreements are additionally subject to express nondisclosure

obligations. Disclosure would therefore implicate substantial privacy and confidentiality interests of third parties who are not involved in this action and have had no opportunity to protect those interests. Plaintiff further maintains his previously asserted objections concerning relevance, proportionality, overbreadth, and third-party privacy and confidentiality. The Court's Order directs Plaintiff to identify by Bates number responsive documents previously produced and, where none are possessed after diligent search and reasonable inquiry, to state so. The Court did not order Plaintiff to produce previously unproduced documents responsive to this Request.

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RESPONSE TO RFP 82: (“Documents sufficient to show total labor costs attributable to Next World during each calendar year from January 1, 2019 to the present.”)

Plaintiff responds as:

Pursuant to the Court's Order, Plaintiff conducted a diligent search and reasonable inquiry. No responsive documents previously produced and bearing Bates numbers could be located. Plaintiff does not maintain documents showing total labor costs attributable to The Next World by calendar year. Determining such amounts would require Plaintiff to identify and reconstruct historical payments, determine which payments constitute labor attributable to The Next World, and create annual calculations or compilations that do not presently exist. Accordingly, after diligent search and reasonable inquiry, Plaintiff located no document within his possession, custody, or control sufficient to show the requested annual totals.

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RESPONSE TO RFP 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.”)

Plaintiff responds as:

Pursuant to the Court's Order, Plaintiff conducted a diligent search and reasonable inquiry. No responsive documents previously produced and bearing Bates numbers

could be located. The Next World has generated no revenues, sales receipts, royalty payments, licensing fees, platform payouts, crowdfunding proceeds, grant funds, investment capital, or other income from January 1, 2019 to the present. The project has been funded entirely by Plaintiff. Accordingly, after diligent search and reasonable inquiry, Plaintiff located no responsive documents within his possession, custody, or control.

RESPONSE TO RFP 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.”)

Plaintiff responds as:

Pursuant to the Court's Order, Plaintiff conducted a diligent search and reasonable inquiry. No responsive documents previously produced and bearing Bates numbers could be located. Plaintiff further conducted a diligent search and reasonable inquiry for responsive documents within his possession, custody, or control and located none. Certain historical purchase records were maintained through a former e-mail account that was discontinued years ago. Plaintiff no longer possesses or has access to the historical e-mails associated with that account. Accordingly, Plaintiff located no additional responsive purchase orders, invoices, receipts, shipping confirmations, license agreements, or similar acquisition records within his possession, custody, or control beyond what is contained in the index file:

- *indexRespons*____Your order; RKK#; YOYO SPIN; A shipment; on the way

RESPONSE TO RFP 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.”)

Plaintiff responds as: