

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]*

*Hearing date: November 24, 2025
Hearing time: 1:30PM*

**DECLARATION OF MATTHEW R.
WALSH ISO
PLAINTIFF'S MOTION FOR
RECONSIDERATION
re: Evidentiary Package**

**DECLARATION OF MATTHEW R. WALSH ISO
PLAINTIFF'S MOTION FOR RECONSIDERATION
re: Evidentiary Package**

I, Matthew R. Walsh, declare as follows:

I am the Plaintiff in this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently

1 thereto. All exhibits attached hereto are true and accurate copies of documents I
2 have received or made.

- 3
- 4 • **EXHIBIT A** – Plaintiff’s multiple e-mails to Defendant attempting to secure
5 a meet and confer before the October 27 deadline set by docket #71.
- 6
- 7 • **EXHIBIT B** – A few examples of Defendant’s refusal to meet and confer
- 8
- 9 • **EXHIBIT C** – Some examples of Defendant threatening sanctions for
10 legally reported misconduct
- 11
- 12 • **EXHIBIT D** – Phone records showing Defendant does not even try to meet
13 and Confer, Plaintiff has called most times and Defendant hangs up
- 14
- 15 • **EXHIBIT E** – Plaintiff’s half of the joint report, unreturned by Defendant as
16 of now.
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- 18
- 19

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

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23 Executed on October, 27 2025, in Santa Clarita, California.

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Matthew R. Walsh
Plaintiff in pro per

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EXHIBIT A

1 Plaintiff e-mailed Defendant several times attempting after the Court Order to have
2 a 26(f) conference before the deadline. Defendant would not comply within the
3 time prescribed regardless of any accommodations Plaintiff offered.

4 RE: Re:

5  matthew@winteryear.com
To: 'Ellena, Katherine J.'

 Reply  Reply All  Forward 
Sun 10/19/2025 11:52 AM

6  We removed extra line breaks from this message.

7 Aside from the 26(f) let me know the next date you have for a 7-3.

8 I will be moving for summary adjudication on three causes of action I believe I can satisfy immediately and narrow some of the case. I'd like to discuss also in that meeting my motion for summary judgment which I have drafted already.

9 Thanks!
Matthew R. Walsh

10 -----Original Message-----

11 From: matthew@winteryear.com <matthew@winteryear.com>
Sent: Friday, October 17, 2025 2:49 PM
To: 'Ellena, Katherine J.' <KEllena@reedsmith.com>
Cc: 'Graue, Emily H.' <EGraue@reedsmith.com>; 'Galibois, Michael B.' <MGalibois@reedsmith.com>
Subject: RE: Re:

12 Counsel,
Please see my half of the joint report and feel free to fill in your half.

13 Let me know what works Tuesday or Thursday, thank you.

14 -----Original Message-----

15 From: matthew@winteryear.com <matthew@winteryear.com>
Sent: Friday, October 17, 2025 10:36 AM
To: 'Ellena, Katherine J.' <KEllena@reedsmith.com>
Cc: 'Graue, Emily H.' <EGraue@reedsmith.com>; 'Galibois, Michael B.' <MGalibois@reedsmith.com>
Subject: RE: Re:

16 To be clear, I will abide by the Court's order and discuss the subpoenas during the 26(f) conference, but no other matters will be attended to during that meeting. Should you require a 7-3 or equivalent; that must be a separate meeting.

17 -----Original Message-----

18 From: matthew@winteryear.com <matthew@winteryear.com>
Sent: Friday, October 17, 2025 9:49 AM
To: 'Ellena, Katherine J.' <KEllena@reedsmith.com>
Cc: 'Graue, Emily H.' <EGraue@reedsmith.com>; 'Galibois, Michael B.' <MGalibois@reedsmith.com>
Subject: RE: Re:

19 Finally some relief in this case. Back to what I was saying... I do not consent to a stenographer, I will not lump together meetings. Everything must stay procedural.

20 I am available for a 26(f) on Tuesday or Thursday anytime after 10am.

21 Please let me know your availability.

22 Thank you!
Matthew R. Walsh

23 -----Original Message-----

24 From: Ellena, Katherine J. <KEllena@reedsmith.com>
Sent: Monday, September 29, 2025 3:34 PM
To: matthew@winteryear.com
Cc: Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>
Subject: RE: Re:

25 Mr. Walsh:

26 We will reschedule the meet and confer for a time after we have conducted an IDC with the Court.

27 Katherine J. Ellena | Senior Associate

28 kellena@reedsmith.com

ReedSmith LLP

515 Flower St., Suite 4300 | Los Angeles, CA 90071 | Direct: 213.457.8254 | Cell: 424.302.1476 | Reception: 213.457.8000 | Fax: 213.457.8080 Abu Dhabi | Atlanta | Athens | Austin | Beijing | Brussels | Century City | Chicago | Dallas | Denver | Dubai | Frankfurt | Greece | Hong Kong | Houston | Kazakhstan | London | Los Angeles | Miami | Munich | New York | Paris | Philadelphia | Pittsburgh | Princeton | Richmond | San Francisco | Shanghai | Silicon Valley | Singapore | Tysons | Washington DC | Wilmington

-----Original Message-----

From: matthew@winteryear.com <matthew@winteryear.com>
Sent: Monday, September 29, 2025 2:29 PM
To: Ellena, Katherine J. <KEllena@reedsmith.com>
Cc: Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>
Subject: RE: Re:

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

I won't allow a standard meet-and-confer to be turned into a deposition or a fishing expedition for impeachment material.

If you intend to keep asserting that my account of the call is inaccurate, you should be prepared to substantiate that claim. Mischaracterizing events to manipulate these proceedings would be a serious error, and I am absolutely, positively 100% sure the record will support my version. This is not a thread you want to continue pulling, it's not an argument that will go well for you, and I suggest moving on from it.

I recommend we complete the 26(f) as a standard procedure, proceed through discovery, and reach the merits. I'm growing tired of the endless and unnecessary detours.

-----Original Message-----

From: Ellena, Katherine J. <KEllena@reedsmith.com>
Sent: Monday, September 29, 2025 2:11 PM
To: matthew@winteryear.com
Cc: Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>
Subject: RE: Re:

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EXHIBIT B

1 Defendant openly stating they will not meet and confer unless she can record the
2 meeting which is contrary to law.

3 RE: Re:



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

Reply Reply All Forward

Mon 9/29/2025 3:34 PM

5 You replied to this message on 10/17/2025 9:48 AM.
We removed extra line breaks from this message.

6 Cc: Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>
Subject: RE: Re:

7 Mr. Walsh:

8 Given your inaccurate characterization of our last telephone call, we will not proceed with any further calls without a certified court reporter
9 present and will need to reschedule tomorrow's call. Because you are not willing to have a reporter present, the parties are at an impasse and
10 will need to address this with the Court. Please let us know whether you will participate in a joint request for an Informal Discovery Conference.
If not, Rokoko will request one.

11 Thanks,

12 Katherine J. Ellena | Senior Associate
kellena@reedsmith.com

13
14 Defendant cancelled the 26(f) conference on their own accord the day before.

15
16 Move | Tags | Find | Speech | Apps | Send/Receive | ZR

17 **Canceled: Walsh v. Rokoko - Rule 26(f) conference**

18 Ellena, Katherine J. <KEllena@reedsmith.com>
Required Galibois, Michael B.; matthew@winteryear.com; Ellena, Katherine J.
Optional Valencia, Heather R. Remove from Calendar

19 Mon 9/29/2025 3:35 PM

20 Tuesday, September 30, 2025 2:30 PM-3:30 PM https://reedsmith.zoom.us/j/94727896410?pwd=gnu4RTPaEiRIgy6llqKFQIQ0HIBdVE.1

21 **3 PM** **Canceled: Walsh v. Rokoko - Rule 26(f) conference**
<https://reedsmith.zoom.us/j/94727896410?pwd=gnu4RTPaEiRIgy6llqKFQIQ0HIBdVE.1>
Ellena, Katherine J.

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25 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.

26 RSUSv12021

Prior instances of meet and confer issues:

RE: Case 2:25-cv-05340-ODW-RAO Matthew R. Walsh v. Rokoko Electronics et al Motion to Dismiss ...



matthew@winteryear.com
To 'Paredes, Valerie S.'
Cc 'Ellena, Katherine J.'; 'Valencia, Heather R.'

Reply Reply All Forward

Mon 7/7/2025 8:45 PM

Counsel,

I have not heard from you since 6/26.

I have requested **meet and confer**.

You have 24 hours to agree to a **meet and confer** call or I will be filing a Notice of Breakdown in **Meet and Confer**

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

RE: Case 2:25-cv-05340-ODW-RAO Matthew R. Walsh v. Rokoko Electronics et al Motion to Dismiss ...



matthew@winteryear.com
To 'Paredes, Valerie S.'
Cc 'Ellena, Katherine J.'; 'Valencia, Heather R.'

Reply Reply All Forward

Fri 7/4/2025 4:46 PM

You replied to this message on 7/6/2025 12:12 PM.

I request a **meet and confer** on an upcoming motion to strike your motion to dismiss.

1. You mislabeled the document so that word counts could not be ascertained, it was not compliant.
2. You violated 7-3 which required a substantial meeting on the merits 7 days prior to filing, you filed the same day.
3. You openly lied about the word count citing 6999 words in your certificate of compliance, 1 less than the allowed amount; yet, the word count was really north of 14,500.
4. It is procedurally defective, and so dense, it cannot be responded to or opposed – which seems by design.
5. For other procedural defects.

Please let me know when your next availability is, also, please keep it professional this time – I don't want another repeat of our last meeting:

- Being literally yelled at to the point I had to continually threaten to end the call if she didn't calm down
- Being talked over constantly at high voices
- Being talked-at and stonewalled
- Being giggled at and told "im sure (giggle) that's not the right (giggle) you know – vehicle for *that*"
- Being talked down to because I'm "a pro per".

I expect professionalism, as you are required to do by your code of conduct.

That call was transcribed by the way. I am considering releasing it to the Court as further evidence towards sanctions.

Come respectfully and professionally, or assign another attorney who will.

Thank you,
Matthew R. Walsh

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EXHIBIT C

1 Some examples of Defendant threatening Plaintiff with fee shifting and sanctions
2 for uncovering and reporting their misconduct including using ChatGPT AI-
3 fabricated caselaw multiple times

4 Even a cursory review of the authorities cited by Rokoko, which are enclosed herewith,
5 demonstrate that your Request for Judicial Notice, which you signed under penalty of perjury, is meritless.
6 We therefore demand that you withdraw your Request for Judicial Notice within twenty-one (21) days of
7 the date of this letter. See Fed. R. Civ. P. 11(c)(2). If the Request for Judicial Notice is not withdrawn
8 within the twenty-one (21) day safe harbor period, please be advised that Rokoko will apply for relief
9 under the Federal Rules, including sanctions and recovery of the allowable attorneys' fees and costs. In

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ABU DHABI ♦ ASTANA ♦ ATHENS ♦ ATLANTA ♦ AUSTIN ♦ BEIJING ♦ BRUSSELS ♦ CENTURY CITY ♦ CHICAGO ♦ DALLAS ♦ DENVER ♦ DUBAI ♦ FRANKFURT
HONG KONG ♦ HOUSTON ♦ LONDON ♦ LOS ANGELES ♦ MIAMI ♦ MUNICH ♦ NEW YORK ♦ ORANGE COUNTY ♦ PARIS ♦ PHILADELPHIA ♦ PITTSBURGH
PRINCETON ♦ RICHMOND ♦ SAN FRANCISCO ♦ SHANGHAI ♦ SILICON VALLEY ♦ SINGAPORE ♦ TYSONS ♦ WASHINGTON, D.C. ♦ WILMINGTON

Matthew R. Walsh
September 30, 2025
Page 2

ReedSmith

Threatened for reporting the use of AI fabricated caselaw:

“1993 amendment to Rule 11 emphasizes an attorney’s continuing obligations to make inquiries, and thus the rule allows sanctions when an attorney continues insisting upon a position after it is no longer tenable.”). Thus, a party is subject to Rule 11 sanctions if it continues to advocate claims after learning they lack merit. See Fed. R. Civ. P. 11, advisory committee note to 1993 amendments, (Rule 11 violations “include reaffirming to the court and advocating positions contained in those pleadings and motions after learning that they have ceased to have any merit.”); Fed. R. Civ. P. 11(b); *Phonometrics*, 349 F.3d at 1362.

Even a cursory review of the authorities cited by Rokoko, which are enclosed herewith,

Threatened for taking notes:

also never consented, nor will ever consent, to any recordings of our conversations. To the extent you have recorded any of our meet and confer conversations, including our call on June 26th, you have violated Penal Code § 625 and we expressly reserve all rights to seek all available statutory and civil remedies.

As for a meet and confer call to discuss any motion you intend to file in response to Rokoko's motion to dismiss, I am available this Wednesday or Thursday between 11 am and 3 pm. Please let me know what time works best for you.

Regards,

Katherine J. Ellena | Senior Associate
kellena@reedsmith.com

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EXHIBIT D

1 Only one phone call ever occurred from Counsel Katherine J. Ellena. The day she filed the
2 motion to dismiss only hours later, violating rule 7-3.

3 t-mobile.com/usage/details/calls?msisdn=6616440012&documentId=0

4 **T** Bill & pay Usage Account Shop Benefits Contact & support Cart

5 Data Messages **Calls**

6 Total calls:
290 minutes

7 Q (213) 457-8254

8 Showing 1 record
[Download all records](#)

Date (Pacific) ▾	Number ▾	Destination ▾	Minutes ▾	Type ▾
06/26/2025 12:02 PM	(213) 457-8254	INCOMING	73 Min	Wi-Fi call

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11 < 1 >

12 Continued on next page

1
2 Only 1 call from Emily Graue, unadmitted counsel, removed from docket, no pro hac vice status
3 still acting as active counsel. Meet and confer sessions never lasted more than 3 minutes, many
4 were sub 1 minute. Plaintiff called Defendant 3x, Defendant’s counsel did not want to engage.
5 Even under the older 2024 local rule 7-3, “*contact opposing counsel to discuss thoroughly,
preferably in person, the substance of the contemplated motion and any potential resolution*”.
6 Defendant never wanted to discuss anything.

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The screenshot shows a web browser window with the URL t-mobile.com/usage/details/calls?msidn=6616440012&documentId=0. The page title is "My T-Mobile | Usage Details". The navigation bar includes "Bill & pay", "Usage", "Account", "Shop", and "Benefits". The main content area has tabs for "Data", "Messages", and "Calls". Under "Calls", it shows "Total calls: 290 minutes" and a search filter for "(312) 207-2954". Below this, it says "Showing 4 records" and provides a "Download all records" link. A table lists the call records:

Date (Pacific)	Number	Destination	Minutes	Type
06/16/2025 03:07 PM	(312) 207-2954	CHICAGO, IL	1 Min	Wi-Fi call
06/16/2025 01:25 PM	(312) 207-2954	INCOMING	1 Min	Wi-Fi call
06/12/2025 11:45 AM	(312) 207-2954	CHICAGO, IL	3 Min	Wi-Fi call
06/12/2025 11:41 AM	(312) 207-2954	CHICAGO, IL	2 Min	Wi-Fi call

At the bottom of the table, there is a pagination control showing "1" in a box, indicating the first page of results.

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EXHIBIT E

1 MATTHEW R. WALSH
2 19197 GOLDEN VALLEY RD #333
3 SANTA CLARITA, CA 91387
4 (661) 644-0012

5 Plaintiff In Pro Per,

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

MATTHEW R. WALSH

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]

JOINT RULE 26(f) REPORT

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JOING RULE 26(f) REPORT

Plaintiff Matthew R. Walsh and Defendant Rokoko Electronics, respectfully
submit the following Joint 26(f) Report.

Plaintiff and Counsel for Defendant held a telephonic planning meeting on
[TODO; Insert date here when Kat reaches out]

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JOINT RULE 26(f) REPORT:

1. Synopsis of the Case, Claims and Defenses.

Plaintiff's Position:

(synopsis) A synopsis of the case has previously been filed (Dkt #73, attachment 2). However, in short summation, not to be considered binding, waiver or a limitation of any kind: *“Defendant **(first)** sold motion capture equipment to Plaintiff, then **(second)** intentionally destroyed it [as planned obsolescence] while **(third)** refusing repair for about seven months; demanding new upgrade purchase instead which **(fourth)** halted his video game project; all while **(fifth)** Defendant had been secretly taking and selling Plaintiff’s intellectual property with no legal rights to do so for years. **(sixth)** Defendant used Plaintiff’s intellectual property to develop CoCo care and further continued to use and provide that intellectual property to investors (who invested for this sole purpose) and sell it to third parties for profit without prior authorization or notice. **(seventh)** Defendant retroactively granted themselves IP rights using **(eighth)** a new, unilateral user agreement which Plaintiff never accepted. **(ninth)** Their source code automatically marks that the user consented even if they did not. **(as a result)** Defendant halted Plaintiff’s Nintendo®, Valve® and Sony® video*

38 *game deal, collector box sets, two book releases, a potential TV streaming*
39 *series and merchandising IP franchise and has been severely harmed, with*
40 *ongoing harm occurring daily.”*

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42 **(first)** Plaintiff seeks money damages against Defendant for **(a)** willful
43 DMCA violations, **(b)** tortious interference, **(c)** violations of Song-Beverly
44 **(d)** False Advertising **(e)** Deceptive Business Practices **(f)** Unfair
45 Competition **(g)** CLRA violations **(h)** Intellectual Property misappropriation
46 **(i)** Intellectual Property Infringement **(j)** Illegal deployment of code &
47 privacy violations **(k)** Fraudulent Inducement to Contract and Purchase **(l)**
48 Fraudulent misrepresentation **(m)** Punitive damages arising from actions and
49 behaviors in this case.

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51 **(second)** Plaintiff also seeks from the onset of the Complaint, the Court’s
52 answer to whether or not Defendant’s terms and conditions contain
53 ‘unconscionable contract terms’ for public interest.

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55 Defendants Position:

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57 **2. Synopsis of Principal Legal Issues in the Case**

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Plaintiff's Position:

Plaintiff seeks the Court to resolve answers to the following questions:

- a. Whether Defendant violated the Digital Millennium Copyright Act (DMCA).
- b. Whether Defendant *intentionally* violated the DMCA.
- c. Whether Defendant violated the Song-Beverly Consumer Warranty Act.
- d. Whether Defendant *intentionally* violated the Song-Beverly Consumer Warranty Act.
- e. Whether Defendant misappropriated Plaintiff's intellectual property.
- f. Whether Defendant *intentionally* misappropriated Plaintiff's intellectual property.
- g. Whether Defendant interfered with Plaintiff's business and contractual relations.
- h. Whether Defendant *intentionally* interfered with Plaintiff's business and contractual relations.
- i. Whether Defendant engaged in unfair, deceptive, or fraudulent business practices.
- j. Whether Defendant *intentionally* engaged in unfair, deceptive, or fraudulent business practices.

- 77 k. Whether Defendant made false or misleading representations to induce
78 purchase or continued use of its products or to investors.
- 79 l. Whether Defendant illegally deployed code that collected or transmitted
80 user data without consent.
- 81 m. Whether Defendant illegally deployed code that allowed remote access to
82 Plaintiff's computer without consent.
- 83 n. Whether Defendant's conduct violated consumer protection and privacy
84 laws.
- 85 o. Whether Defendant's revised user agreements are unconscionable or
86 unenforceable.
- 87 p. Whether Defendant engaged in harassment, defamation or coordinated it.
88 (amendment forthcoming)
- 89 q. Whether Defendant spoliated evidence.
- 90 r. Whether Defendant's conduct constitutes economic coercion.
- 91 s. Whether Defendant and the intended DOES engaged in predicate acts
92 that satisfy RICO.
- 93 t. Whether intended DOES knew, or should have known, of Defendant's
94 intention to misappropriate and infringe upon Plaintiff's intellectual
95 property before or during investment.

- 96 u. Whether Defendant's 90-pages of objections to discovery including
- 97 RFA's should be deemed accepted automatically.
- 98 v. Whether Corridor Digital is a component of Defendant's enterprise to
- 99 induce reliance on their products.
- 100 w. Whether Corridor Digital is a component of Defendant's enterprise to
- 101 induce new customers to become data harvesting sources.
- 102 x. Whether Corridor Digital and Defendant worked in concert to defame
- 103 Plaintiff while stating to the Court *they* were victims of harassment.
- 104 y. Whether Defendant's entirely U.S.-based infrastructure; while claiming
- 105 GDPR compliance on their website constitutes (a) a violation of GDPR
- 106 or other European privacy laws, or (b) an intentional design to evade
- 107 those laws.
- 108 z. Whether Defendant or its counsel made materially false statements or
- 109 provided false instrumentation to the Court.

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111 Defendants Position:

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114 **3. Additional Parties or Amendment of Pleadings**

115 Plaintiff's Position:

116 Plaintiff may file an amended Complaint after receiving information through
117 discovery, however, at this time DOES 1 through 50 remain accounted for
118 including but not limited to Trifork, Naver-Z, Rokoko Electronics
119 (Inc/ApS), CoCo Care, Jakob Balslev, Mikkel Overby, Matias Sondergaard,
120 Brett Bibby, Stefano Corazza, Jess Tropp, KickAss Capital Holding ApS,
121 VF Ventures, North-East Venture, Thomas Visti, Trifork Group ApS, Polar
122 Bear Family Office, Martin Hansen, Jesper Holmgaard, Alexandar
123 Korsgaard Bruun, Corridor Digital.

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125 Defendants Position:

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127 **4. Contemplated Law and Motion**

128 Plaintiff's Position:

129 Plaintiff intends to file a Motion for Summary Judgment or Motion for
130 Summary Adjudication at first opportunity.

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132 Defendants Position:

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134 **5. Settlement Discussion**

135 Plaintiff's Position:

136 Plaintiff sought a simple resolution for nearly seven months which are basic
137 Song-Beverly rights: parts, repair, or replacement. Defendant refused every
138 time. Plaintiff sent multiple draft complaints and each time a threat of
139 increasing legal action trying to settle informally for only
140 parts/repair/replacement. After about seven months, Defendant escalated up
141 to its COO, Mikkel Overby. Direct talks with Overby went nowhere,
142 promises were made and never kept. Plaintiff then escalated and filed in
143 small claims court. Plaintiff urged enrollment in ODR, which both parties
144 did; Overby stayed silent and did not participate. Overby then enrolled in
145 arbitration of his own accord, Overby again refused to meaningfully
146 participate. Settlement talks occurred again after Plaintiff dismissed small
147 claims and filed in state Court. Overby demanded a waiver of all legal rights
148 forever and forthwith in exchange for finally repair/replacing the hardware.
149 Altogether, settlement or repair attempts have happened at least twelve times
150 with Plaintiff persistently acting and Defendant stonewalling and refusing.
151 Defendant has had about 47 chances to avoid this litigation and chose not to.
152 Plaintiff remains open to a fair and reasonable settlement conference before
153 the Magistrate Judge but sees no genuine intent from Defendant to resolve
154 anything outside of court if it costs them even so much as simple parts under
155 warranty.

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Defendants Position:

6. **Discovery and Experts**

Plaintiff's Position:

(first) Per prior Court order, Plaintiff has served RFA's, RFQ's, Interrogatories and subpoenas; Defense has offered 90 pages of boilerplate objections to ninety nine percent of them, as well as interfering in third party subpoenas. He intends to file a renewed motion to compel immediately.

(second) Plaintiff has certified himself to the Court as the most qualified expert witness for this matter (Dkt #74). He anticipates potentially one to two expert witnesses for verification of his claims, valuations, evidence and statements.

(third) Plaintiff does not believe a formal discovery plan is required from his perspective as Defense has his discovery requests already. He requires one from Defense however as they had chosen to not propound discovery and he is unaware of their intentions.

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Defendants Position:

7. Trial Estimate

Plaintiff's Position:

Plaintiff estimates no trial will be required. If required, Plaintiff confers to Defense to provide an estimation.

Defendants Position:

8. Complexity of Case

Plaintiff's Position:

This is not a complex case. All causes of action stem from simple issues, the technical aspects of such also are simple in nature.

Defendants Position:

9. Severance, Bifurcation or Other Ordering of Proof.

Plaintiff's Position:

Plaintiff does not propose severance, bifurcation or other ordering of proof at this time.

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Defendants Position:

10. Other Issues Affecting Case Management.

Plaintiff's Position:

(first) There are ongoing issues reflected in prior filings (Dkts 73 & 78) that Plaintiff believes should be resolved before scheduling continues as they may alter the trajectory of this case entirely.

(second) Defenses 90 page objections as a matter of law should be deemed admitted by the Court and Defense should be ordered to produce discovery as requested in RFP's and Interrogatories.

(third) Plaintiff asks the Court to consider his arguments and evidence against Defendant's lack of denials and lack of counter-evidence and recognize that the removal was improper and that Federal Jurisdiction must reflect 'Federal Question'; not 'Diversity'. *[This can also be accomplished by ruling on the Motion to Strike Removal (Dkt #49) (which has been partially withdrawn (Dkt #72) to instead keep Federal Jurisdiction as 'Federal Question' while retaining sanctions and the evidentiary matter)]*

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217 Defendants Position:

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220 **11. Proposed Pre-Trial and Trial Dates.**

221 Plaintiff's Position:

222 Discovery cutoff date: February 17, 2026

223 Final day to file motions: March 17, 2026

224 Pretrial conference date: June 8, 2026

225 **Summary judgment filing date: November 24, 2025**

226 Trial date: July 13, 2026

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228 Defendants Position:

229 Discovery cutoff date:

230 Final day to file motions:

231 Pretrial conference date:

232 Trial date:

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234 **12. Recommended Settlement Procedure.**

235 Plaintiff's Position:

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Plaintiff requests a settlement conference before the Magistrate Judge.

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Defendants Position:

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I declare under penalty of perjury under the laws of the United States of America

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that the foregoing is true and correct.

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Executed on September 27, 2025, in Santa Clarita, California.

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Matthew R. Walsh

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Plaintiff in pro per

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