

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]*

*Hearing Date: December 8, 2025
Hearing Time: 1:30 PM*

**DECLARATION OF MATTHEW R.
WALSH ISO MOTION FOR
ENTRY OF DEFAULT re:
Evidentiary Package**

8
9

10 I, Matthew R. Walsh, declare: All of the information set forth herein is based on
11 my personal knowledge. The documents, images and exhibits contained herein are
12 all authenticated under penalty of perjury. They are true and honest copies of
13 documents and images which I have either gathered or made. If called to testify
14 and be sworn as a witness, I could and would competently testify thereto. I swear

15 under penalty of perjury and the laws of the United States of America the
16 foregoing is true and correct.

17
18 **EXHIBIT LIST:**

- 19 • **EXHIBIT 1** – Defendants portion of the Joint Report stipulation as
20 provided is full of demonstrably false statements. They refused to correct it
- 21 • **EXHIBIT 2** - Defense took unilateral liberties with the joint
22 stipulation designed to manipulate and prevent justice. Again, refusing to
23 correct it.
- 24 • **EXHIBIT 3** - Plaintiff sent his half of the joint report on October 17,
25 2025 after having it ready since September 27
- 26 • **EXHIBIT 4** – Plaintiff and Defendant’s communications. They had
27 refused to work on the report for 60 days and waited until the last two hours.
28 Plaintiff had enough delays.
- 29 • **EXHIBIT 5** - On Sunday (two days later), Defendant stated she will
30 not remove the false statements from the report (stating I did not plead RICO
31 or spoliation, when they are clearly in the complaint)
- 32 • **EXHIBIT 6** - Defendant sent his half of the joint report on October
33 17; as the Court had finally ordered Defendant to participate. Prior, they
34 refused. The document was originally authored on September 27, three days

35 before our 26(f) was supposed to have occurred but for Defendant's failure
36 to appear

37 • **EXHIBIT 7** - Defendant cancelled the 26(f) the day before and stated
38 they will no longer meet and confer

39 • **EXHIBIT 8** - Plaintiff repeatedly attempted to get Defendants to meet
40 before the 26(f) deadline, they refused to become available.

41 • **EXHIBIT 9** – Defendant and their Counsel seems to not understand
42 what a declaration is, or who Mikkel Overby is which is concerning since he
43 is her client, and she filed his declaration.

44 • **EXHIBIT 10** - Plaintiff made Defendant aware of the summary
45 judgment motion and attempted settlement to no avail.

46 • **EXHIBIT 11** - Defendant fabricated evidence intentionally. The
47 complaint specifically details the terms and conditions at issue.

48 • **EXHIBIT 12** - Plaintiff has been extremely diligent with matters,
49 especially relating to the joint report and 26(f) and discovery

50 • **EXHIBIT 13** – Plaintiff's half of the joint report.

51
52
53 Respectfully submitted,

54 Dated this November 9, 2025, in Santa Clarita, California.

55

56

A handwritten signature in black ink, appearing to read "Matthew R. Walsh", is written over a horizontal line.

Matthew R. Walsh
Plaintiff In Pro Per

57

58

59

60

61

62

EXHIBIT 1

63

64 The stipulation as provided is full of demonstrably false statements.

18 contract terms”, “illegal deployment of code and privacy violations”, and fraud.
 19 Rokoko filed a motion to dismiss all of Mr. Walsh’s causes of action, which is
 20 currently pending before this Court, on several bases, including:

- 21 • Mr. Walsh has not pled the existence of a valid contract that was tortiously
 22 interfered with or that Rokoko interfered with the intent to disrupt any such
 23 contract;
- 24 • California’s Song-Beverly Consumer Warranty Act does not apply to this

FALSE: Dkt #57, p.9, L.229 - 267
Dkt #59, Exhibits 180 - 182

65

1 **Defendant’s Position:**
 2 The principle issues are set forth in Rokoko’s position above, as well as in its
 3 Motion to Dismiss Mr. Walsh’s Complaint. Rokoko strongly disagrees with Mr.
 4 Walsh’s position that the issues in this case concern defamation by Rokoko, spoliation,
 5 RICO or GDPR violations, or false statements to this Court—none of which are
 6 grounded in fact nor are they pled in Mr. Walsh’s Complaint.

FALSE:
(Compl. p.64 #96-98)
"Predicate Acts Satisfy Rico"

7
 8 **3. Additional Parties or Amendment of Pleadings**
 9 **Plaintiff’s Position:**
 10 Plaintiff may file an amended Complaint after receiving information through
 11 discovery however at this time DOES 1 through 50 remain accounted for including

(Compl. p.73 #105)
FOURTEENTH CAUSE OF ACTION
Fraudulent Concealment /
Spoliation

66

7
 8 **Defendant’s Position:**
 9 On October 10, 2025, Rokoko timely served responses and objections to Mr.
 0 Walsh’s first set of written discovery requests. On November 3, 2025, Rokoko
 1 propounded its first set of written discovery requests on Mr. Walsh. Although Rokoko
 2 has objected to subpoenas Mr. Walsh has attempted to serve in this action, Rokoko
 3 disagrees with Mr. Walsh’s statement that it has interfered with third party subpoenas.

FALSE The parties themselves admitted it, it is part of the record. (Dkt #80-3)

4 The Parties are discussing a Stipulated ESI Protocol and Stipulated Protective
 5 Order over confidential and proprietary documents and information before documents
 6 are produced in discovery.

Exhibits:
(Dkt #80-1, Exhibit 5)
(Dkt #80-1, Exhibit 7)
(Dkt #80-1, Exhibit 2)
(Dkt #80-1, Exhibit 3)

67

7 At this time, Rokoko anticipates taking fact depositions of Mr. Walsh and any
 8 witness with knowledge of the issues relevant to this action whom Mr. Walsh identifies

1 During the Parties' October 30, 2025 Rule 26(f) conference, Mr. Walsh
2 confirmed that he has not demanded a jury trial in this action. Rokoko estimates a 3-5
3 day bench trial.

FALSE. What actually occurred:
D: "did you plead for a jury trial?"
P: "No, I didn't"
D: "This will be a bench trial then?"
P: "(laughs) No. Definitely not. I'm never doing that again. I was hoping to work that out with you first and then asking the Court"

4
5 **11. Complexity of Case**

6 The Parties do not believe that this is a complex case warranting the procedures
7 of the Manual For Complex Litigation.
8

9 pending motion for sanctions (ECF nos. 75 and 76), that motion should be denied.
10 On October 10, 2025, Rokoko timely served responses and objections to Mr.
11 Walsh's first set of written discovery requests. Mr. Walsh filed a motion to compel
12 approximately two hours after Rokoko served its responses and objections (ECF No.
13 80) in which he seeks an order compelling responses and deeming the Requests for
14 Admission admitted. Mr. Walsh did not engage in any meet and confer efforts
15 regarding Rokoko's discovery responses, including pursuant to L.R. 37-1, before filing
16 his motion to compel.
17

FALSE.
A 26(f) was scheduled for Sep. 30, Defendant cancelled it (Dkt #80-1, Ex. 12)

Defendant said they would no longer meet and confer with Plaintiff (Dkt #80-1, Ex. 13)

Plaintiff waited the ten-days required by 37-1 and 37-2.4(a) then filed as allowed.

18 On September 9, 2025, Mr. Walsh withdrew his request that this action be
19 remanded and there is nothing further to address with respect to Rokoko's removal.

20 Dated: November 7, 2025

21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73

— 3 —
JOINT RULE 26(F) REPORT AND DISCOVERY PLAN

- 1
2
3
4
5
6
7
8
- Mr. Walsh failed to comply with the CLRA's pre-suit notice requirements, which are strictly construed; and
 - Rokoko has not misappropriated or infringed upon any intellectual property.

FALSE It was served on April 11, more than 30 days before filing

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)		FOR COURT USE ONLY
NAME: MATTHEW R WALSH 19197 GOLDEN VALLEY RD., #233 SANTA CLARITA, CA 91387 SHERBORNE, SILVERADO AVENUE, 16300, ADDRESS CORRECT, 941 784830 910450000 ATTORNEY FOR PARTY BY COURT REPORT		
None		
OFFICE ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: PHONE: (Area)		
PLAINTIFF: MATTHEW R WALSH DEFENDANT: ROKOKO ELECTRONICS	CASE NUMBER: NONE	
PROOF OF SERVICE	Hearing Date: Time:	FILE NO. (if filed)
AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION I SERVED COPIES OF THE FOLLOWING DOCUMENTS: UNFILED COMPLAINT FOR VIOLATION OF CONSUMER PROTECTION LAWS, RIGHT TO REPAIR, UNFAIR COMPETITION, FALSE ADVERTISING, CONSUMER WARRANTY ACT, UNCONSCIONABILITY PARTY SERVED: ROKOKO ELECTRONICS BY LEAVING WITH: NATHAN REYES - PERSON IN CHARGE DATE & TIME OF DELIVERY: 4/10/2025		

1
2
3
4
5
6 **2. Synopsis of Principal Legal Issues in the Case**

7 **Plaintiff's Position:**

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

74

75

76

77

EXHIBIT 2

78

79 Defense took unilateral liberties with the joint stipulation designed to manipulate
80 and prevent justice.

5. **Discovery Plan**

This was never agreed to.

The Parties agree no change should be made in the form or requirement for initial disclosures under Rule 26(a). The Parties anticipate serving their initial disclosures by November 13, 2025. The Parties also anticipate filing a Stipulated ESI Protocol and Stipulated Protective Order with the Court for confidential proprietary information. The Parties have begun propounding written discovery, including requests for admission,

6. **Trial and Pre-Trial Dates**

Pursuant to the Court's Scheduling and Case Management Order (Bench Trial),

the Parties jointly propose the following trial and pre-trial dates:

Last Date to Hear Motions to Amend Pleadings or Add Parties	Friday, December 12, 2025
Peripient/Fact Discovery Cutoff	Monday, August 10, 2026
Expert Discovery Cutoff	Friday, August 28, 2026

Strategic sudden cutoff date by Defendant. Never agreed to. Plaintiff has plead since the beginning that he intends on adding nearly 50 DOES and has subpoenaed them and named them throughout. Defense has interfered with all discovery and subpoenas ex-parte.

- 7 -
JOINT RULE 26(F) REPORT AND DISCOVERY PLAN

Rokoko proposes the following dispositive motion schedule: Opening briefs shall be filed no later than July 1, 2026, opposition briefs shall be filed no later than July 31, 2026, reply briefs shall be filed no later than August 31, 2026 and a hearing on any dispositive motions scheduled for September 28, 2026.

Defense has been made aware many times in writing and in the 7-3 conference we held that Plaintiff would be moving for summary judgment ("any day now"). They inserted this text to prevent him from reaching summary judgment.

5. **Discovery Plan**

The Parties agree no change should be made in the form or requirement for initial disclosures under Rule 26(a). The Parties anticipate serving their initial disclosures by

86

87

88

EXHIBIT 3

89

90

91

92

93

94

95 Plaintiff sent his half of the joint report on October 17, 2025

RE: Re:



matthew@winteryear.com
To 'Ellena, Katherine J.'
Cc 'Graue, Emily H.'; 'Galibois, Michael B.'

Reply Reply All Forward

Fri 10/17/2025 2:49 PM

You replied to this message on 10/19/2025 11:52 AM.
We removed extra line breaks from this message.



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

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

96

97 It appeared as follows:

Table with 5 columns and multiple rows of text, likely a table of contents or index for a legal document. The text is small and dense, containing various headings and page numbers.

98

99

100

101

102

103

EXHIBIT 4

104 Defendant, after being completely unavailable to work on the joint report for 60
105 days, decided to try and rush it within the last 2 hours before it was due. There was
106 zero chance of resolution by the due date. Plaintiff had enough.

RE: Rokoko - Joint Rule 26(f) Report.docx



matthew@winteryear.com
To: 'Ellena, Katherine J.'
Cc: 'Galibois, Michael B.'; 'Graue, Emily H.'; 'Gorospe, Valentino'

Reply Reply All Forward

Sun 11/9/2025 10:03 PM

From: Ellena, Katherine J. <KEllena@reedsmith.com>
Sent: Sunday, November 9, 2025 8:28 PM
To: matthew@winteryear.com
Cc: Galibois, Michael B. <MGalibois@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Gorospe, Valentino <VGorospe@reedsmith.com>
Subject: RE: Rokoko - Joint Rule 26(f) Report.docx

Matt –

We will make this change. Do you have any other changes to the joint report?

Katherine J. Ellena | Senior Associate
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

From: matthew@winteryear.com <matthew@winteryear.com>
Sent: Sunday, November 9, 2025 1:28 PM
To: Ellena, Katherine J. <KEllena@reedsmith.com>
Cc: Galibois, Michael B. <MGalibois@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Gorospe, Valentino <VGorospe@reedsmith.com>
Subject: RE: Rokoko - Joint Rule 26(f) Report.docx

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

The final line "and a hearing on any dispositive motions scheduled for September 28, 2026" should say "and a hearing on any dispositive motions scheduled *before* September 28, 2026"

From: Ellena, Katherine J. <KEllena@reedsmith.com>
Sent: Sunday, November 9, 2025 10:23 AM

107

RE: Rokoko - Joint Rule 26(f) Report.docx



matthew@winteryear.com

To: 'Ellena, Katherine J.'
Cc: 'Galibois, Michael B.'; 'Graue, Emily H.'; 'Gorospe, Valentino'

Reply Reply All Forward ...

Sun 11/9/2025 10:03 PM

We have lots to discuss before this is turned in. This is a JOINT report. It was supposed to be collaborative.

We should have been meeting and conferring or at least e-mailing about these points that I've had written since September 27, yet you chose pretty much everything else over doing so.

- You had 60 days to get this done.
- You blew the 26(f) conference deadline on Oct 27.
- I accommodated you late anyways on Oct 30.
- You then agreed to send it to me on Wednesday and blew that deadline.
- Absolute silence until you sent it to me on Friday, where I then had to cancel my weekend plans to get this done as I am the only party here that does not want dismissal. Fine. Whatever.
- I started e-mailing you changes on Friday, silence.
- You enjoyed your weekend instead of working with me.
- Then on Sunday when I gave you changes which included removing blatant lies, you flat out said "No, we're not changing that". By the way - spoliation is my 14th cause of action. So, yeah, it does exist. RICO is within the first few pages. The evidence you said doesn't exist? It does. There are pictures with me in studios, with those exact people working on this exact project in the Complaint. The contracts are also filed on the record.
- Sunday came. I get up, and you are finally available. So, instead of spending time with my wife, I was here - trying to work with you.
- I emailed you back as soon as you e-mailed me every single time.
- I gave suggestions that I needed changed so we could get this done TODAY.
- I tried working with you and stayed home all day trying to get this finished but you disappeared after I requested changes for ~9 hours
- So, now, it's 2 hours before the day it's due, after 10PM on a Sunday and I'm getting ready to unwind and go to bed

Unfortunately for you, I've given enough. I've been more than reasonable and accommodating across 60 days. I have other arrangements tomorrow and have zero availability. This should have been finished and filed before then anyways.

At this point, you blew it -- it's not my job to save Rokoko. You played chicken with the clock again and lost.

You can show cause to the judge why your \$1.5B 1,300+ lawyer law firm couldn't bother to dedicate a few solid minutes, from a single member of your staff to work out some dates and terms in a joint report over 60 days.

Lord knows I've tried.

Have a good night Kat,
Matthew R. Walsh

108

109

110 Defendant waited until the last minute to provide their half of the draft joint report.
111 It is nowhere near ready for a stipulated agreement despite 60 days of allowed time
112 from the Court.

RE: Rokoko - Joint Rule 26(f) Report.docx



Matthew R. Walsh (Winteryear Studios) <matthew@winteryear.com>
To: Ellena, Katherine J.
Cc: Galibois, Michael B.; Graue, Emily H.; Gorospe, Valentino

Reply Reply All Forward ...
Fri 11/7/2025 7:47 PM

Hello,

Per our agreement on October 30, 2025; this was supposed to be returned to me no later than a week. Michael said "that's a lifetime to a lawyer" and I replied with "(laughs) we'll see". That date has since passed and not to my surprise, it is now the weekend. We should have finalized this already and for that I am seriously disappointed. I hoped in our last meeting, which I was highly sincere about, that we could collaborate positively moving forward. I am beyond disappointed to receive your half of the joint report just now. Cutting the joint report this close is beyond the pale of irresponsible behavior. Where have you been????!!!!???? Why has there been no conversation on these points up to now? You've had this thing for weeks.

Where are the other parts to it? Where is the returned version my ESI protocol that I drafted?? Where is your protected order draft?

Absent yet another frustrating delay from Defense's side, there are some contentions at a minimum:

1. I am unclear why you removed the contents of my joint report draft and placed them onto your letterhead. As I was the party who initiated this document, I wish the document to be filed on my letterhead and by me. Please correct it.
2. Your document is non-compliant as it violates Local Rule 11-3.1
3. There are a number of blatantly false statements in the document which do not reflect the record. Including but not limited to:
4.
 - a. Claiming I did not plead things that are most certainly in the Complaint if you actually read it.
 - b. Stating evidence was not provided that is as conspicuous as the existence of water while sitting in a canoe in the middle of the ocean is baffling.
5. "Defendants position" cannot be filled with blatant falsities. I am not signing anything until you cross check your statements.

There are tons of issues with your document and only a few grains of sand left in the hourglass.

I am going to be absolutely blunt with you. I am DISGUSTED that you have blown past so many deadlines and pushed the completion of this report just inches from the point of no return. Now its the weekend and instead of being finished, I am now cleaning up a mess that you made by your constant delays and broken promises. I am the most irritated right now than I have been at any point in this case.

I hope my irritation comes across with even a modicum of how I truly feel.

This is a stipulation, not a motion filing, you have no right to drop it like an 11TH hour filing and walk off into the sunset.

Fix it. Sent it back.

Matt

From: Ellena, Katherine J. <KEllena@reedsmith.com>
Sent: Friday, November 7, 2025 9:15 AM
To: Matthew R. Walsh (Winteryear Studios) <matthew@winteryear.com>
Cc: Galibois, Michael B. <MGalibois@reedsmith.com>; Graue, Emily H. <EGraue@reedsmith.com>; Gorospe, Valentino <VGorospe@reedsmith.com>
Subject: Rokoko - Joint Rule 26(f) Report.docx

Hi Matthew:

We took the draft Joint Report that you sent us and have filled in our sections in the attached further revised draft. We also added a few additional sections that the Court requires the parties to address. Where we have agreed upon things, we have noted that as well.

Please review this and let us know if you have any changes or would like to discuss anything before we finalize it for filing on Monday. You will see we have also set forth a proposed pre-trial schedule for your review.

We are still looking at your ESI Protocol and will send a proposed Stipulated Protective Order shortly, as well.

Katherine J. Ellena | Senior Associate
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

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

113

114

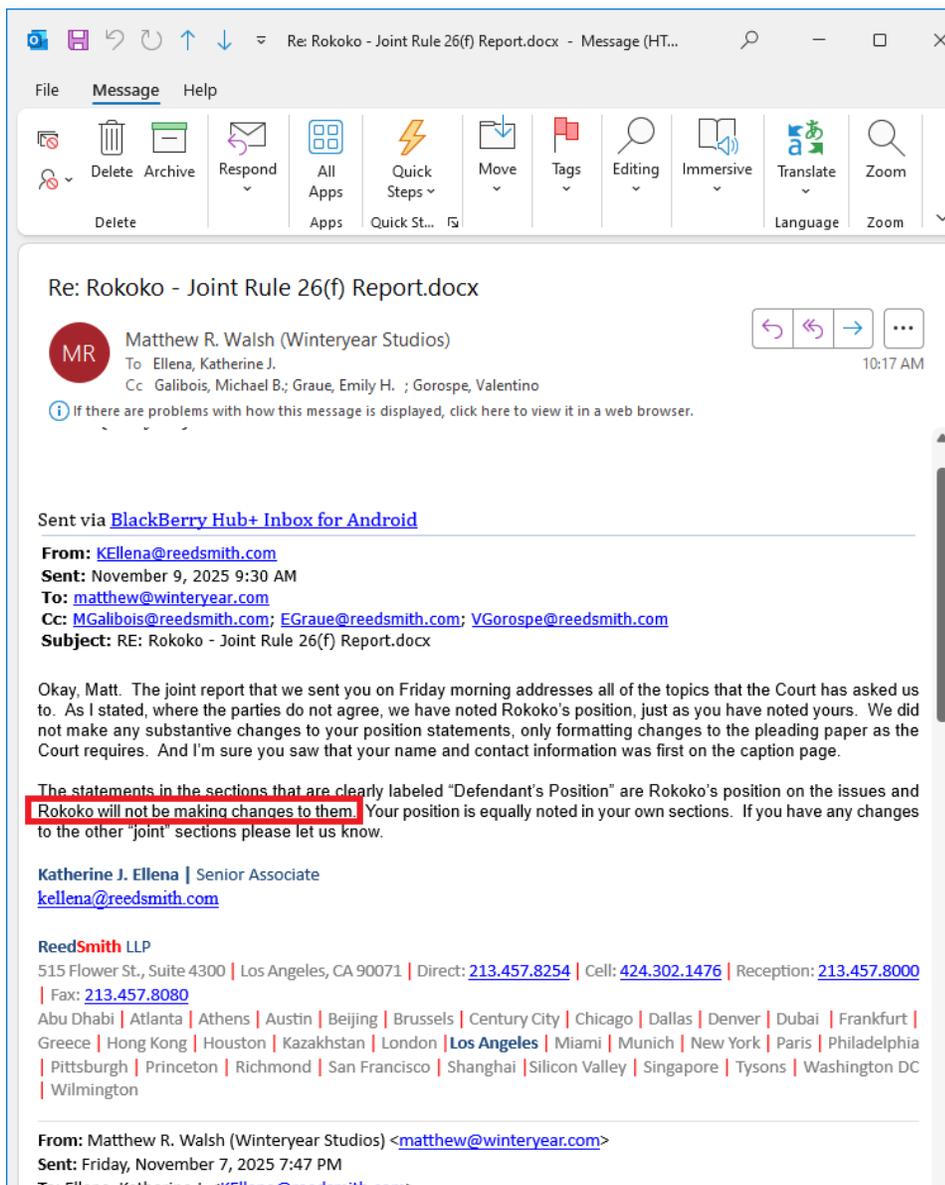
115

116

EXHIBIT 5

117

118 On Sunday (two days later), Defendant stated she will not remove the false
119 statements from the report (stating I did not plead RICO or spoliation, when they
120 are clearly in the complaint)



121

122

123

124

125

EXHIBIT 6

126

127 Defendant sent his half of the joint report on October 17; as the Court had finally
128 ordered Defendant to participate. Prior, they refused.

RE: Re:



matthew@winteryear.com

To 'Ellena, Katherine J.'

Cc 'Graue, Emily H.'; 'Galibois, Michael B.'



10/17/2025

You replied to this message on 10/19/2025 11:52 AM.
We removed extra line breaks from this message.



Counsel,

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

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

129

130

131

132

133

The document was originally authored on September 27, three days before our
26(f) was supposed to have occurred but for Defendant's failure to appear

← Back to message

Author: Matt



Plaintiff's Position:

Plaintiff requests a settlement conference before the Magistrate Judge.

Defendants Position:

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

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

A handwritten signature in black ink, appearing to read "Matthew R. Walsh".

Matthew R. Walsh
Plaintiff in pro per

134

135

136

137

138

EXHIBIT 7

139

140 Defendant cancelled the 26(f) the day before and stated they will no longer meet
141 and confer

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

 Ellena, Katherine J. <KEllena@reedsmith.com>  
Required Galibois, Michael B.; matthew@winteryear.com; Ellena, Katherine J. 9/29/2025
Optional Valencia, Heather R.

 Tuesday, September 30, 2025 2:30 PM-3:30 PM
 <https://reedsmith.zoom.us/j/94727896410?pwd=gnu4RTPaEiRIgY6llqKFQjQ0HIBdVE.1>

2 PM	
3 PM	Canceled: Walsh v. Rokoko - Rule 26(f) conference https://reedsmith.zoom.us/j/94727896410?pwd=gnu4RTPaEiRIgY6llqKFQjQ0HIBdVE.1 Ellena, Katherine J.
4 PM	

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.



142

RE: Re:

 Ellena, Katherine J. <KEllena@reedsmi>    
To matthew@winteryear.com 9/29/2025
Cc Graue, Emily H.; Galibois, Michael B.

 You replied to this message on 9/29/2025 2:28 PM.
We removed extra line breaks from this message.

Mr. Walsh:

Given your inaccurate characterization of our last telephone call, we will not proceed with any further calls without a certified court reporter 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 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.

Thanks,

Katherine J. Ellena | Senior Associate
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

143

144

145

146

EXHIBIT 8

147

148 Plaintiff repeatedly attempted to get Defendants to meet before the 26(f) deadline,
149 they refused to become available.

RE: Re:



matthew@winteryear.com

To 'Ellena, Katherine J.'

Cc 'Graue, Emily H.'; 'Galibois, Michael B.'



10/27/2025

 We removed extra line breaks from this message.

Katherine,

I filed a motion for reconsideration of my motion to compel pursuant to Rule 60(b). Unfortunately you were all unavailable to meet and confer for any reason within the 10-day statutory limit per 37-1 and now the 21-day requirement to complete the 26(f) has passed. The record had to reflect that due to the constant delays caused by Rokoko.

Despite the expiration of the Court ordered deadline, I still am open to completing the 26(f) in good faith and to complete the joint report; but given that timely noncompliance has violated Local Rules and two court orders, I will not let the absence of the 26(f) be an obstacle to discovery any longer. I am free any time after noon on the 30th. No stenographer, no commingling other issues beyond 26(f) and the subpoenas.

Additionally, should your client be interested - I am open to monetary settlement of four causes of action which I believe would be mutually beneficial. I have prepared a settlement letter for those claims. Ask your client if they are interested in holding that discussion and if so lets calendar a meeting, if not, please state so in writing and I will proceed on MSJ with those claims instead.

I would like to schedule a 7-3 for summary judgment the week of November 10th please.

Thank you,
Matthew R. Walsh

150

RE:



matthew@winteryear.com
To 'Ellena, Katherine J.'
Cc 'Graue, Emily H.'; 'Galibois, Michael B.'



10/21/2025

 We removed extra line breaks from this message.

Checking back in. I'd like to get back to work on discovery as soon as possible.

I will accommodate any day this week.

The following next week I'd like to have a 7-3 for the upcoming MSJ I have prepared.

Thanks

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

From: Matthew R. Walsh <matthew@winteryear.com>

Sent: Monday, October 20, 2025 11:01 AM

To: Ellena, Katherine J. <KEllena@reedsmith.com>

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

Subject: Re:

If you'd like to propose something else this week I can probably make it work. I have spotty appointments but I'll accommodate.

151

Re:



Matthew R. Walsh <matthew@winteryear.com>
To: Ellena, Katherine J.
Cc: Graue, Emily H.; Galibois, Michael B.



10/20/2025

You replied to this message on 10/21/2025 11:04 AM.
We removed extra line breaks from this message.

If you'd like to propose something else this week I can probably make it work. I have spotty appointments but I'll accommodate.

Otherwise next week is wide open

Sent via BlackBerry Hub+ Inbox for Android

Original Message

From: Kellena@reedsmith.com
Sent: October 20, 2025 9:28 AM
To: matthew@winteryear.com
Cc: EGraue@reedsmith.com; MGalibois@reedsmith.com
Subject: RE: Re:

Mr. Walsh:

We are not available Tuesday or Thursday of this week. Let us know what your availability is like next week.

Katherine J. Ellena | Senior Associate
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

152

153

154

155

EXHIBIT 9

156

157 Defendant seems to not understand what a declaration is, or who Mikkel Overby is
158 which is concerning since he is her client, and she filed his declaration.

159

9 **REQUEST FOR ADMISSION NO. 16.**

10 Admit that Mikkel Overby’s declaration contains contradictions with his earlier
11 declaration.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 16.**

13 In addition to the General Objections set forth above, Rokoko objects that this
14 Request is vague and ambiguous insofar as it fails to identify or define “Mikkel
15 Overby’s declaration” or “earlier declaration,” such that Rokoko is unable to formulate

160

161

162

163

164

EXHIBIT 10

165

166 Plaintiff made Defendant aware of the summary judgment motion and attempted
167 settlement to no avail.

RE: Re:



matthew@winteryear.com
To 'Ellena, Katherine J.'
Cc 'Graue, Emily H.'; 'Galibois, Michael B.'



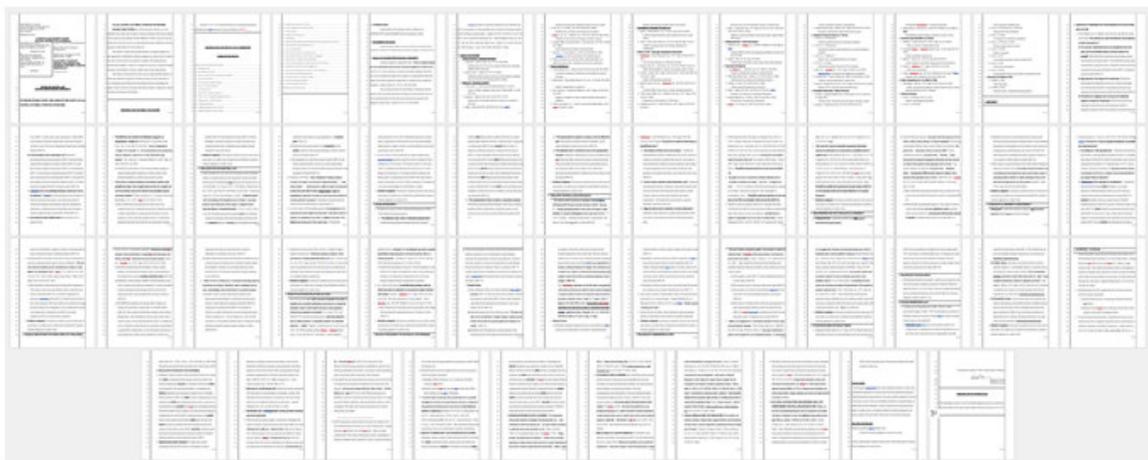
10/27/2025

i You replied to this message on 10/30/2025 3:59 PM.



Please see the attached draft settlement letter. Nothing contained in it should be deemed as a waiver of any kind.

Further, it should be noted that I am prepared to move for summary judgment on all claims including the ones contained in the letter (as shown below). The offer for these claims is not one born of the inability to litigate them. I simply believe early mutual disposition of these claims would be mutually beneficial. The evidence regarding the claims is very sound and has been third-party expert verified.



Thank you
Matthew R. Walsh

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

From: Ellena, Katherine J. <KEllena@reedsmith.com>
Sent: Monday, October 27, 2025 12:14 PM
To: matthew@winteryear.com
Cc: Graue, Emily H. <EGraue@reedsmith.com>; Galibois, Michael B. <MGalibois@reedsmith.com>
Subject: RE: Re:

.....

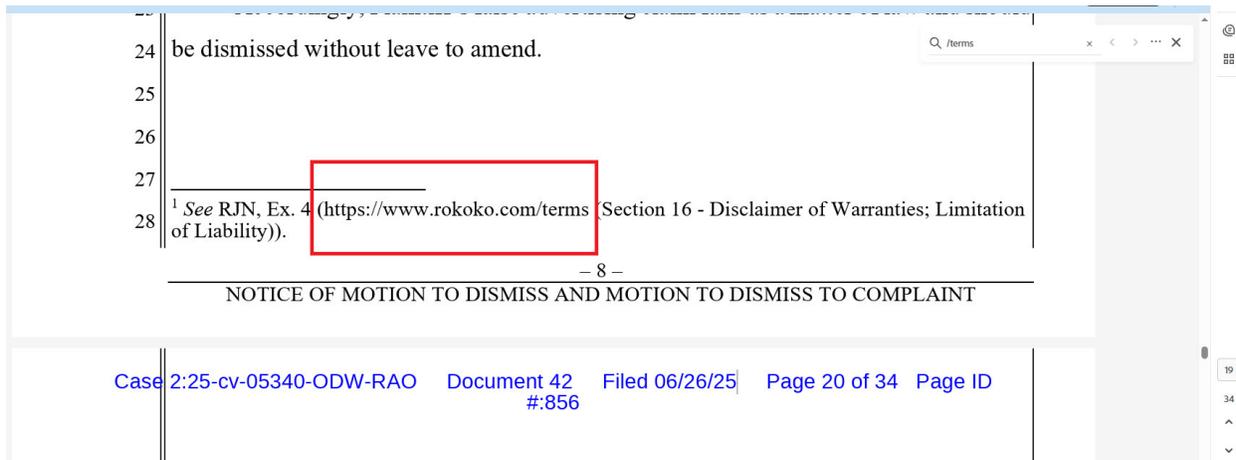
169

170

EXHIBIT 11

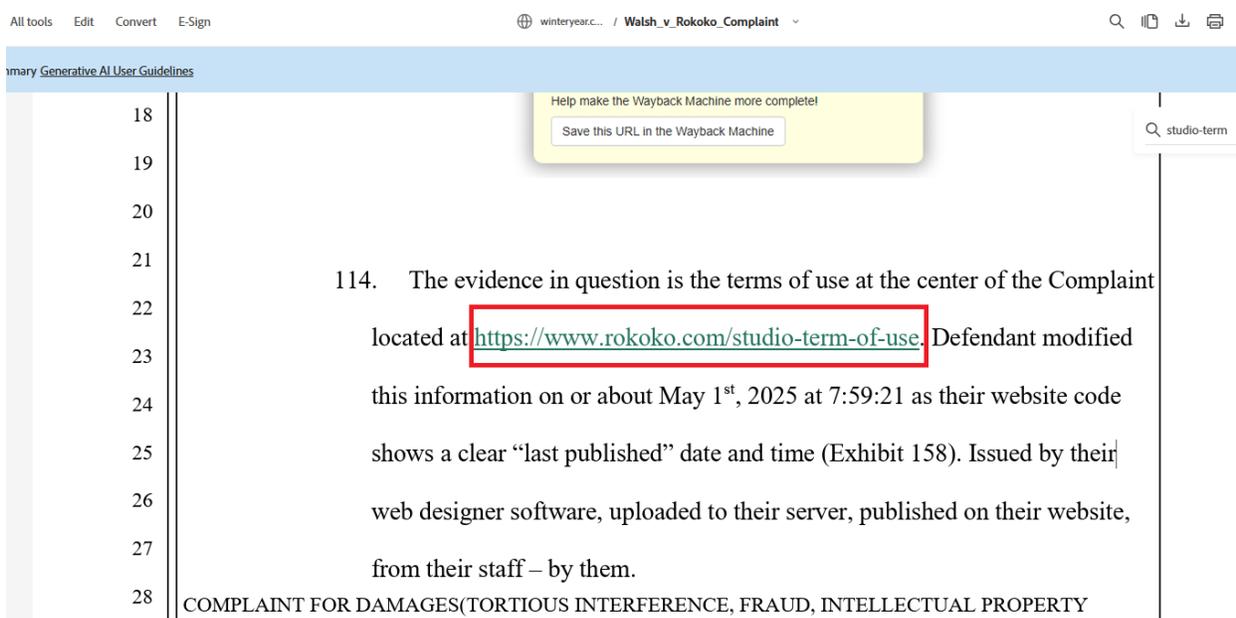
171

172 Defendant fabricated evidence intentionally.



173

174 The complaint specifically details the terms and conditions at issue:

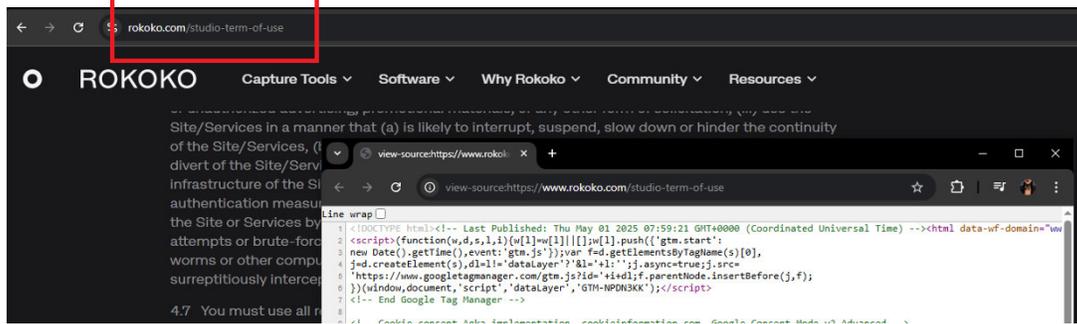


175

Search terms

158

WALSH v ROKOKO ELECTRONICS - EXHIBITS Evidence of Defendant's spoliation

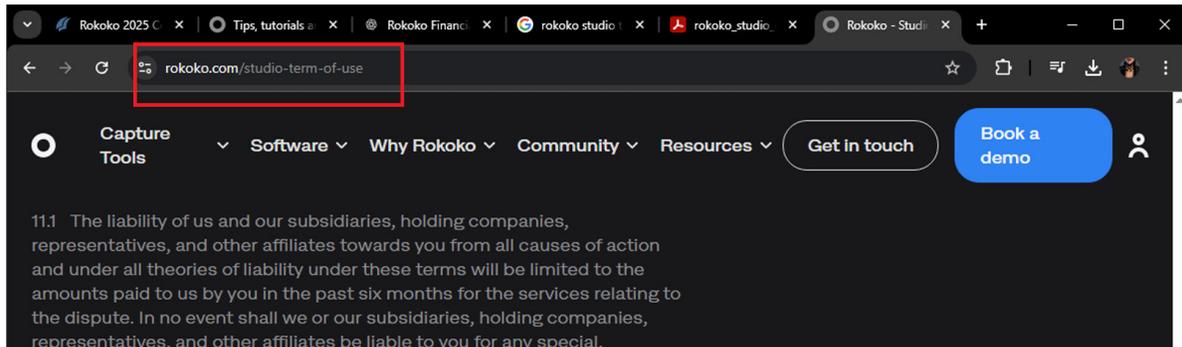


176

Search terms

102

WALSH v ROKOKO ELECTRONICS - EXHIBITS Defendant's terms of use that they are not liable for false advertising



177

178

179

180

EXHIBIT 12

181

182 Plaintiff has been extremely diligent with matters, especially relating to the joint
 183 report and 26(f) and discovery

All Unread By Date ▾ ↑

To	Subject	Sent	Size
▼ Today			
'Ellena, Katherine J.'	RE: Rokoko - Joint Rule 26(f) Report.docx The final line "and a hearing on any dispositive motions scheduled for September 28, 2025" should say "and a hearing on any dispositive motions scheduled before September 28,	Sun 11/9/2025 1:2...	126 KB
'Ellena, Katherine J.'	RE: Rokoko - Joint Rule 26(f) Report.docx See attached.	Sun 11/9/2025 1:2...	287 KB
'ecf-helpdesk@cacd.uscourts.gov'	RE: ECF issue I was running a report and your web server crashed. I want to make sure I am not billed for it.	Sun 11/9/2025 12:...	34 KB
'Ellena, Katherine J.'	RE: Rokoko - Joint Rule 26(f) Report.docx As Rokoko has stated they already will essentially produce nothing, I am unwilling to enter into a stipulated protective order. I believe there is a stalemate and we need a hearing.	Sun 11/9/2025 12:...	139 KB
'Ellena, Katherine J.'	RE: Rokoko - Joint Rule 26(f) Report.docx I wish to schedule a hearing with the magistrate judge to resolve the issues discussed and ongoing from October 30, 2025 to today. Do you have any objections to that? Would	Sun 11/9/2025 11:...	160 KB
'Ellena, Katherine J.'	RE: Rokoko - Joint Rule 26(f) Report.docx I have made my position very clear. My ESI protocol is vividly transparent and fair to both sides. I get that your client doesn't want much of anything produced whatsoever and	Sun 11/9/2025 11:...	160 KB
'Ellena, Katherine J.'	RE: Rokoko - Joint Rule 26(f) Report.docx I would never agree to that ESI protocol. Statements like this "if a database or other source of structured data contains responsive information, the parties should promptly meet	Sun 11/9/2025 11:...	140 KB
Ellena, Katherine J.	RE: Rokoko - Joint Rule 26(f) Report.docx I disagree with the dispositive motion filing date. I explained prior I intend for file for MSJ before the year is over (this year).	Sun 11/9/2025 10:...	52 KB
▼ Last Week			
Ellena, Katherine J.	RE: Rokoko - Joint Rule 26(f) Report.docx Hello, Per our agreement on October 30, 2025; this was supposed to be returned to me no later than a week. Michael said "that's a lifetime to a lawyer" and I replied with	Fri 11/7/2025 7:47 ...	28 KB
'Ellena, Katherine J.'	RE: Walsh v. Rokoko Electronics Here, I did it for you:	Tue 11/4/2025 12:...	120 KB
'Ellena, Katherine J.'	Re: Walsh v. Rokoko Electronics Lets meet and confer, I wish to once again move the court to compel responses.	Mon 11/3/2025 11:...	96 KB
'Ellena, Katherine J.'	RE: Walsh v. Rokoko Electronics We can certainly meet and confer, however, an agreement on what you will produce should be in writing as I went back through your RFP responses and see one boilerplate	Mon 11/3/2025 11:...	76 KB
'Ellena, Katherine J.'; 'Valencia, Heather R.'	RE: Walsh v. Rokoko Electronics Can you also provide me with a list prior of the RFP's in which you intend to produce and which ones you do not intend to produce? I'd not be willing to entertain or allow any	Mon 11/3/2025 4:...	61 KB
'Ellena, Katherine J.'; 'Valencia, Heather R.'	RE: Walsh v. Rokoko Electronics My notes indicate otherwise. Rokoko is the only party seeking a protective order. I indicated I am generally opposed to some things being under a protective order, while	Mon 11/3/2025 4:...	46 KB
'Ellena, Katherine J.'; 'Valencia, Heather R.'	RE: Walsh v. Rokoko Electronics You blanket objected to essentially everything and have produced nothing.	Mon 11/3/2025 4:...	30 KB
'Valencia, Heather R.'	RE: Walsh v. Rokoko Electronics Thank you. Counsel, As of today, I have not received any substantive discovery responses or documents from your side; and you have sought to block all third party subpoenas.	Mon 11/3/2025 4:...	14 KB
▼ Two Weeks Ago			

184

Results

By Date ↑

	To	Subject	Sent	Size
Two Weeks Ago				
	'Ellena, Katherine J.'	ESI stipulation Please see the attached draft and return it with your notes (email is fine) We can work this back and forth until we reach full agreement. Thanks Matthew R. Walsh <end>	Sat 11/1/2025 2:00...	116 KB
	'Ellena, Katherine J.'	Re: Subpoenas To put it simply.... I sent that picture simply for you to notice the clerk signature and stamp. Nothing else.	Thu 10/30/2025 7:...	4 MB
	'Ellena, Katherine J.'	RE: Subpoenas Respectfully,	Thu 10/30/2025 7:...	3 MB
	'Ellena, Katherine J.'	RE: Subpoenas I apologize if I am making an oversight, but, I do not see what you see. Both subpoenas are exactly the same.	Thu 10/30/2025 6:...	3 MB
	'Ellena, Katherine J.'	Re: Subpoenas It may just be end of the day brain fog but reading them they appear to be identical. Feel free to address it if you wish, im just not seeing where they are different	Thu 10/30/2025 4:...	3 MB
	'Ellena, Katherine J.'	RE: Re: Subpoenas In the interest of resolving this issue, both the subpoena served on you and the one served on corridor are identical.	Thu 10/30/2025 4:...	2 MB
	'Ellena, Katherine J.'	RE: Re: Michael, Katherine, Thank you both for your time.	Thu 10/30/2025 4:...	1 MB
	'Ellena, Katherine J.'	Initial/automatic disclosure index (condensed) In anticipation for our meeting at 3pm, I wanted to share my evidentiary index now rather than say a million words over the phone and dilute the point of the meeting. This is	Thu 10/30/2025 1:...	22 KB
	'Ellena, Katherine J.'	RE: Re: Please see the attached draft settlement letter. Nothing contained in it should be deemed as a waiver of any kind. Further, it should be noted that I am prepared to move for	Mon 10/27/2025 1:...	1 MB
	'Ellena, Katherine J.'	RE: Re: The meet and confer for the 26(f) was set by the Court, further, I sent many e-mails regarding it as you had replied to them. As for the limits described, I calculated the deadlines	Mon 10/27/2025 1:...	79 KB
	'Ellena, Katherine J.'	RE: Re: Katherine, I filed a motion for reconsideration of my motion to compel pursuant to Rule 60(b). Unfortunately you were all unavailable to meet and confer for any reason within	Mon 10/27/2025 1:...	73 KB
	'Legal Process'	RE: [EXTERNAL] RE: Subpoena Matthew R. Walsh vs. Rokoko Electronic 25-cv-05340 USDC CA Cent (SUB-9...	Mon 10/27/2025 1:...	139 KB
Three Weeks Ago				
	'Ellena, Katherine J.'	RE: Re: I'll report back to you before the weekend is over. Thanks, Have a good weekend Matt	Fri 10/24/2025 4:5...	71 KB
	Ellena, Katherine J.	Re: I believe we should split the msg into a separate meeting. My motion, evidence and ssuf's are complete already, I'm just trying to avoid too much at once.	Wed 10/22/2025 5:...	42 KB
	'Ellena, Katherine J.'	RE: Checking back in. I'd like to get back to work on discovery as soon as possible. I will accommodate any day this week. The following next week I'd like to have a 7-3 for the	Tue 10/21/2025 11:...	64 KB
	Ellena, Katherine J.	Re: If you'd like to propose something else this week I can probably make it work. I have spotty appointments but I'll accommodate.	Mon 10/20/2025 1:...	39 KB
	'Ellena, Katherine J.'	RE: Re: Counsel, Aside from the 26(f) let me know the next date you have for a 7-3. I will be moving for summary adjudication on three causes of action I believe I can satisfy immediately	Sun 10/19/2025 1:...	62 KB

185

186

187

188

189

190

EXHIBIT 13

191

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

8
9
10
11
12
13
14
15
16
17

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]

18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

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.”*

41
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.

50
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.

54
55 Defendants Position:

56
57 **2. Synopsis of Principal Legal Issues in the Case**

58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76

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.

110

111 Defendants Position:

112

113

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.

124
125 Defendants Position:

126
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.

131
132 Defendants Position:

133
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.

156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175

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.

176 Defendants Position:

177

178 **7. Trial Estimate**

179 Plaintiff's Position:

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

182

183 Defendants Position:

184

185 **8. Complexity of Case**

186 Plaintiff's Position:

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

189

190 Defendants Position:

191

192 **9. Severance, Bifurcation or Other Ordering of Proof.**

193 Plaintiff's Position:

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

196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215

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)]*

216

217 Defendants Position:

218

219

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

227

228 Defendants Position:

229 Discovery cutoff date:

230 Final day to file motions:

231 Pretrial conference date:

232 Trial date:

233

234 **12. Recommended Settlement Procedure.**

235 Plaintiff's Position:

236

Plaintiff requests a settlement conference before the Magistrate Judge.

237

238

Defendants Position:

239

240

241

242

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

243

that the foregoing is true and correct.

244

245

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

246



247

Matthew R. Walsh

248

Plaintiff in pro per

249