

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
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387,

Plaintiff In Pro Per,

vs.

ROKOKO ELECTRONICS
(AND DOES 1 THROUGH 50,
INCLUSIVE)
31416 AGOURA RD STE 118
WESTLAKE VILLAGE, CA
91361

Defendant

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

Before: Hon. Otis D. Wright II
Courtroom 5D

**PLAINTIFF'S FIRST SET OF
INTEROGATORIES DEFENDANT
ROKOKO ELECTRONICS AND
DOES 1-50**

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10 **PLAINTIFF'S FIRST SET OF INTEROGATORIES DEFENDANT**

11 **ROKOKO ELECTRONICS AND DOES 1-50**

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13 TO DEFENDANT ROKOKO ELECTRONICS ("DEFENDANT") AND THEIR
14 ATTORNEYS OF RECORD:

15 Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Plaintiff Matthew R.
16 Walsh hereby propounds the following Interrogatories upon Defendant Rokoko
17 Electronics. Defendant is required to answer each Interrogatory separately and
18 fully in writing under oath within thirty (30) days of service hereof, in accordance
19 with Rule 33(b).

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22 **DEFINITIONS**

23 For purposes of these Interrogatories, the following definitions apply:

- 24 1. **“Defendant,” “You,” “Your,” or “Rokoko”** means Rokoko Electronics
25 ApS or Rokoko Electronics, Inc. or Rokoko, LLC or simply Rokoko
26 Electronics; its present and former officers, directors, employees, agents,
27 representatives, attorneys, and all other persons acting or purporting to act
28 on its behalf.
- 29 2. **“CoCo”** means Rokoko Care ApS, CoCo Care ApS and any predecessor,
30 successor, parent, subsidiary, affiliate, or related entity.
- 31 3. **“Plaintiff”** means Matthew R. Walsh.
- 32 4. **“Document”** and **“communication”** have the broadest possible meaning
33 under Rule 34 and Rule 33, and include emails, contracts, agreements,
34 meeting minutes, reports, and electronically stored information (“ESI”).

35 5. **“User animation data”** means all animation files, derivatives, segments,
36 metadata, or related content generated, collected, transmitted, or stored by
37 Rokoko products or services OR A.I. derivatives thereof.

38 6. **“CMI”** means copyright management information as defined in 17 U.S.C. §
39 1202(c).
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42 **INSTRUCTIONS**

43 1. Each Interrogatory must be answered separately and fully in writing under
44 oath, pursuant to Rule 33(b) of the Federal Rules of Civil Procedure.

45 2. If you object to any Interrogatory, state the specific grounds for objection
46 and respond to the extent the Interrogatory is not objectionable.

47 3. If you cannot answer an Interrogatory in full, answer to the extent possible,
48 specifying the reasons for your inability to answer the remainder and stating
49 whatever information you have.

50 4. These Interrogatories are continuing in nature, and you must seasonably
51 supplement your responses in accordance with Rule 26(e).

52 5. Unless otherwise specified, the time period relevant to these Interrogatories
53 is **January 1, 2020 to the present.**

54 6. The singular includes the plural, the plural includes the singular, and the past
55 tense includes the present tense, and vice versa, as necessary to make the
56 Interrogatories inclusive.

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59 **INTEROGATORIES:**

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61 **INTEROGATORY 1.** Identify all shareholders who currently hold an equity
62 interest in Rokoko Electronics or Rokoko Care (“CoCo”), including the
63 percentage interest held.

64 **INTEROGATORY 2.** Identify all contracts or agreements from January 2020 to
65 the present in which Rokoko has or will use, sell, license, or transfer user-
66 derived animation data (including AI derivatives) to any third party,
67 including the recipient and the purpose.

68 **INTEROGATORY 3.** Describe in detail the definition, purpose, and process of
69 “anonymization” as used by Rokoko in connection with user animation data,
70 including any circumstances under which copyright management
71 information (“CMI”) is altered, removed, or retained.

72 **INTEROGATORY 4.** Identify each request by Plaintiff for replacement parts or
73 repairs that Rokoko denied from January 1, 2020 to the present, including

74 the date of the request, the individual(s) who denied it, and the stated reason
75 for the denial.

76 **INTEROGATORY 5.** Describe in detail the technical structures of user
77 animation data files created in Rokoko Studio from January 1, 2020 to the
78 present, including the fields of metadata and copyright management
79 information (“CMI”), and identifying whether such files contain (a) author
80 or actor names, (b) biometric information, (c) device or hardware identifiers,
81 (d) project names, or (e) any other uniquely identifiable information.

82 **INTEROGATORY 6.** Identify all instances in which Rokoko has used user
83 animation data, with or without CMI, for artificial intelligence or machine
84 learning purposes, including the date, the personnel involved, and the
85 intended use.

86 **INTEROGATORY 7.** Identify all agreements, contracts, or written
87 communications between Rokoko and Naver-Z (Zepeto) from January 1,
88 2020 to the present that concern user animation data, including the date, the
89 individuals involved, and whether copyright management information
90 (“CMI”) was discussed, included, altered, or removed.

91 **INTEROGATORY 8.** Identify all changes made to Rokoko’s Terms of Service
92 from January 2020 to the present that referenced user content, user
93 animation data, or anonymization, and state the reasons for those changes.

94 **INTEROGATORY 9.** Identify how and why Rokoko splits a user animation
95 into about five segments after collection and what is the chain of custody /
96 end-use for each of those segments after.

97 **INTEROGATORY 10.** Identify all instances in which Rokoko communicated to
98 users that their animation data, with or without CMI, could be resold,
99 licensed, or used for AI/ML purposes and when.

100 **INTEROGATORY 11.** Identify all categories of technical logs, telemetry,
101 animation data, project data, biometric data, or consent/opt-out records that
102 Rokoko collected in connection with Plaintiff's use of Rokoko's products or
103 services, including the dates and purpose of collection.

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105 Dated this September 11, 2025, in Santa Clarita, California.

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Matthew R. Walsh
Plaintiff In Pro Per

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110 **PROOF OF SERVICE**

111 I, Matthew R. Walsh, declare:

112
113 I am a resident of the State of California, over the age of eighteen years, and a
114 party to this action. My business address is 19197 Golden Valley Rd #333, Santa
115 Clarita, CA 91387.

116
117 On September 11, 2025, I served the following document(s):

118
119 **PLAINTIFF'S FIRST SET OF INTEROGATORIES DEFENDANT**
120 **ROKOKO ELECTRONICS AND DOES 1-50**

121
122 by transmitting a true copy via electronic mail to the following email
123 address(es):

124 **Reed Smith LLP (Counsel for Defendant)**
125 Heather Valencia, Esq.
126 Hvalencia@reedsmith.com

127
128 By placing a true and correct copy in a sealed envelope, with first-class postage
129 fully prepaid, and depositing it in the United States Mail at Santa Clarita,
130 California, addressed as follows:

131 **Reed Smith LLP (Counsel for Defendant)**
132 Heather Valencia, Esq.
133 515 South Flower Street, Suite 4300
134 Los Angeles, CA 90071

135
136 I declare under penalty of perjury under the laws of the United States of America
137 that the foregoing is true and correct.

138
139 Executed on September 11, 2025
140 Santa Clarita, California

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Matthew R. Walsh
Plaintiff In Pro Per