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11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 MATTHEW R. WALSH

15 Plaintiff,

16 vs.

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

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

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

**DEFENDANT ROKOKO
ELECTRONICS' NOTICE OF
MOTION TO COMPEL AND
MOTION TO COMPEL RESPONSES
TO FIRST SET OF WRITTEN
DISCOVERY PROPOUNDED ON
PLAINTIFF AND FOR
PRODUCTION OF DOCUMENTS**

[Concurrently filed with Declaration of
Katherine Ellena]

State Court Action Filed: May 12, 2025
Removal Date: June 12, 2025
Discovery Cutoff: August 10, 2026
Pre-Trial Conference: February 8, 2027
Trial Date: March 9, 2027

Hearing Date: February 4, 2026
Time: 10:00 a.m.
Department/Judge: Hon. Oliver,
Courtroom 590

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1 **TO THE HONORABLE COURT, THE CLERK, AND PLAINTIFF**
2 **APPEARING PRO SE:**

3 PLEASE TAKE NOTICE that on February 4, 2026, at 10:00 a.m., or as soon
4 thereafter as counsel may be heard, in the courtroom of the Honorable Judge Rozella
5 A. Oliver, located at 255 East Temple Street Los Angeles, CA 90012, Courtroom 590,
6 Defendant Rokoko Electronics (“Rokoko”) will and hereby does move the Court for an
7 order compelling Plaintiff Matthew R. Walsh (“Plaintiff”) to (1) provide written
8 responses to the Rokoko’s First Set of Interrogatories and (2) produce all documents
9 responsive to Rokoko’s First Set of Requests for Production.

10 This Motion is made following Rokoko’s December 10, 2025 Meet and Confer
11 Letter pursuant to Local Rule 37-1, the Meet and Confer discussions between counsel
12 for Rokoko and Plaintiff on December 16, 2025, the draft joint stipulation sent by
13 counsel for Rokoko pursuant to Local Rule 37-2 on December 29, 2025, and Plaintiff’s
14 failure to timely return his portion of the draft joint stipulation by January 5, 2026 as
15 required by Local Rule 37-2.

16 This Motion to Compel is based on this Notice of Motion, the supporting
17 Memorandum of Points and Authorities, all of the pleadings, filings, and records in this
18 proceeding, all other matters of which the Court may take judicial notice, and any
19 argument and evidence that may be presented to or considered by the Court prior to its
20 ruling.

21 Dated: January 6, 2026

REED SMITH LLP

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23 */s/ Katherine J. Ellena*

24

Katherine J. Ellena
25 Michael B. Galibois (*pro hac vice*)
Emily Graue (*pro hac vice*)

26 *Attorneys for Defendant*
27 Rokoko Electronics
28

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1 **I. INTRODUCTION**

2 Pursuant to Local Rule 37-2, Defendant Rokoko Electronics (“Rokoko”)
3 respectfully submits this Motion to Compel Responses to First Set of Written Discovery
4 Propounded on Plaintiff and for Production of Documents (the “Motion”). To date,
5 Plaintiff Matthew R. Walsh (“Plaintiff”) has entirely refused to respond to the discovery
6 propounded upon him despite lacking legal basis to do so. Plaintiff should not be
7 rewarded for his delays and gamesmanship, particularly on simple discovery seeking
8 information related to Plaintiff’s own allegations. Accordingly, Rokoko requests an
9 order compelling Plaintiff to (1) provide written responses to the Requests and (2)
10 produce all documents responsive to Rokoko’s RFPs.

11 Pursuant to Local Rule 37-2.4, this Motion is accompanied by a declaration from
12 counsel for Rokoko establishing that Plaintiff failed to timely provide Plaintiff’s portion
13 of the Rule 37 Joint Stipulation re Motion to Compel Responses to First Set of Written
14 Discovery Propounded on Plaintiff and for Production of Documents. (See Declaration
15 of Katherine J. Ellena (“Ellena Decl.”), ¶ 3, Exs. A & I.)

16 **II. STATEMENT OF FACTS**

17 This action arises out of Plaintiff’s purchase of Rokoko’s Smartsuit Pro and
18 Smartgloves in 2020 for the production of his videogame. Rokoko disputes Plaintiff’s
19 claims. The original complaint asserted fourteen causes of action, including for tortious
20 interference, violation of California’s Song-Beverly Consumer Warranty Act, false
21 advertising, violations of UCL and CLRA, misappropriation and infringement,
22 “unconscionable contract terms”, “illegal deployment of code and privacy violations”,
23 and fraud. On December 22, 2025, the Court granted Rokoko’s motion to dismiss and
24 gave Plaintiff leave to amend some of his causes of action. On December 24, 2025,
25 Plaintiff filed an amended complaint asserted five causes of action: (1) tortious
26 interference with prospective economic advantage; (2) misappropriation of intellectual
27 property; (3) intellectual property infringement; (4) a violation of the Digital
28 Millennium Copyright Act (“DMCA”) and (5) a newly-asserted RICO cause of action.

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1 On November 3, 2025, Rokoko propounded its First Set of Requests for
2 Production (the “RFPs”) and First Set of Interrogatories (the “Interrogatories,” and
3 together with the RFPs, the “Requests”) to Plaintiff. (Ellena Decl., Exs. C & D.)
4 Therein, Rokoko propounded sixty (60) RFPs and ten (10) Interrogatories. (*Id.*)
5 Plaintiff refused to respond to the Requests on the grounds that Rokoko had violated
6 Local Rules 33-1 and 34-1¹ and, because of that, claimed he could not “accept improper
7 documents as properly served.” (Ellena Decl., Ex. B.) Though the last two RFPs
8 contained an small, inadvertent typographical error in their numbering (the last two
9 RFPs were labeled as RFP Nos. 52 and 53 instead of 59 and 60), counsel for Rokoko
10 has explained its position to Plaintiff that the typographical error does not permit
11 Plaintiff to refuse to respond to the Requests whole cloth. (Ellena Decl., ¶ 8, Ex. F.)

12 Nevertheless, Plaintiff failed to provide timely written responses to the Requests
13 within 30 days of service (i.e. by December 3, 2025) pursuant to F.R.C.P. Rule 33(b)(2)
14 and Rule 34(b)(2). (Ellena Decl., ¶ 7.) On December 10, 2025, Rokoko sent Plaintiff
15 a meet and confer letter pursuant to L.R. 37-1. (Ellena Decl., ¶ 8, Ex. E.) On December
16 11, 2025, in a good faith effort to resolve the dispute, Rokoko agreed to provide Plaintiff
17 with a more than two-week extension to respond to the Requests—to December 19,
18 2025. (Ellena Decl., ¶ 8, Ex. F.)

19 During a December 16, 2025 meet and confer teleconference during which the
20 parties discussed the Requests, Plaintiff took the position that L.R. 33-1 and 34-1
21 require all discovery requests to be sequentially numbered regardless of the discovery
22 medium (*i.e.*, instead of numbering the Interrogatories beginning with No. 1, Plaintiff’s
23 position is that the Interrogatories should have been numbered with the next sequential
24 number following the last RFP). (Ellena Decl., ¶ 10, Ex. G.) Plaintiff appears to be
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26 ¹ See L.R. 33-1 (“Interrogatories shall be numbered sequentially without repeating the
27 numbers used on any prior set of interrogatories propounded by that party” and L.R.
28 34-1 (“Requests for production shall be numbered sequentially without repeating the
numbers used on any prior set of requests for production propounded by that party”).

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1 taking the position that the Local Rules require that *all* discovery requests (*i.e.*,
2 interrogatories, requests for production, and requests for admission), are required to
3 share a single sequential numbering system. In Plaintiff’s view, it is error to serve both
4 “Request for Production No. 1” and “Interrogatory No. 1” because Local Rules 33-1
5 and 34-1 prohibit “repeating” numbers. Counsel for Rokoko explained to Plaintiff why
6 that is incorrect and reiterated Rokoko’s request for written responses by December 19,
7 2025. (Ellena Decl., ¶ 10.) As of the filing of this Motion, Plaintiff has still not provided
8 written responses to the Requests or produced any documents.

9 On December 29, 2025, pursuant to Local Rule 37.2, Rokoko sent Plaintiff a draft
10 Joint Stipulation regarding Rokoko’s Motion to Compel (Draft Joint Stipulation).
11 (Ellena Decl., Exs. A & I.) Plaintiff failed to timely provide their portion of the Draft
12 Joint Stipulation by January 5, 2025 are required by Local Rule 37-2.2. (Ellena Decl.,
13 ¶ 3.)

14 **III. ARGUMENT**

15 On November 3, 2025, Rokoko propounded its first set of RFPs and
16 Interrogatories on Plaintiff. (Ellena Decl., Ex. C, D.) Plaintiff refused to provide
17 written responses or produce any responsive documents on the grounds that the RFPs
18 and Interrogatories were not sequentially numbered in compliance with Local Rule 34-
19 1. (Ellena Decl., ¶ 7, Ex. F.) The basis for Plaintiff’s position appears to be an
20 inadvertent typographical error in which the numbering for RFP Nos. 59 and 60 were
21 labeled as RFP Nos. 52 and 53 instead.² (Ellena Decl., Exs. C & D.) Notwithstanding
22 Rokoko’s position that such typographical error does not permit Plaintiff to ignore the
23 Requests altogether, Rokoko granted Plaintiff an extension to respond to the RFPs and
24 Interrogatories by December 19, 2025 in good faith. (Ellena Decl., ¶ 8, Ex. 8.) To date,
25 and following Rokoko’s efforts to meet and confer with Plaintiff regarding this dispute
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28 ² There is no such typographical error in the numbering of the Interrogatories. (*See*
Ellena Decl., Ex. D.)

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1 both through correspondence and teleconference, Plaintiff has refused to provide
2 written responses or produce documents. (Ellena Decl., ¶ 10.)

3 The typographical error identified in the RFPs by Plaintiff is not a basis to fail to
4 respond to the Requests entirely or produce responsive documents. “Interrogatories and
5 requests for production should not be read or interpreted in an artificially restrictive or
6 hypertechnical manner to avoid disclosure of information fairly covered by the
7 discovery request, and to do so is subject to appropriate sanctions under subdivision
8 (a).” F.R.C.P. 37, Notes of Advisory Committee on 1993 Amendments to Rules.³

9 Moreover, Plaintiff’s complete refusal to respond should be deemed a waiver of
10 any objections. It is well settled that “failure to object to discovery requests within the
11 time required constitutes a waiver of any objection.” *Richmark Corp. v. Timber Falling*
12 *Consultants*, 959 F.2d 1468, 1473 (9th Cir. 1992); *see also Bryant v. Armstrong*, 285
13 F.R.D. 596, 602 (S.D. Cal. 2012). Thus, “if a party fails to file timely objections to
14 discovery requests, such a failure constitutes a waiver of any objections which a party
15 might have to the requests[,]” and “the court will not consider any objections that were
16 not asserted in the responding party’s original discovery responses.” *Ramirez v. County*
17 *of Los Angeles*, 231 F.R.D. 407, 410 (C.D. Cal. 2005) (cleaned up). Parties must
18 respond to each individual discovery requests, rather than simply refuse to respond
19 outright. F.R.C.P. Rule 33(b)(2)(B); Rule 34(b)(2)(B).

20 Plaintiff not only failed to provide written responses within thirty days but also
21 refused to respond despite Rokoko’s willingness to provide a more than two week
22 extension of time. Any objections have therefore been waived.

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28 ³ For the same reasons, Plaintiff may not refuse to respond on the [erroneous] belief that
the RFPs are not sequentially numbered in compliance with Local Rule 34-1.

1 **IV. CONCLUSION**

2 For the foregoing reasons, Rokoko respectfully requests that this Court overrule
3 Plaintiff’s objections and order Plaintiff to (1) provide written responses to the RFPs
4 and Interrogatories and (2) produce all responsive documents.

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7 Dated: January 6, 2026

REED SMITH LLP

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9 */s/ Katherine J. Ellena*

10 Katherine J. Ellena
11 Michael B. Galibois (*pro hac vice*)
12 Emily Graue (*pro hac vice*)

13 *Attorneys for Defendant*
14 Rokoko Electronics

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