

1 Katherine J. Ellena (SBN 324160)
kellena@reedsmith.com
2 Valentino Gorospe IV (SBN 352854)
vgorospe@reedsmith.com
3 REED SMITH LLP
515 South Flower Street, Suite 4300
4 Los Angeles, CA 90071-1514
Telephone: +1 213 457 8000
5 Facsimile: +1 213 457 8080

6 Michael B. Galibois (*pro hac vice*)
mgalibois@reedsmith.com
7 Emily Graue (*pro hac vice*)
egraue@reedsmith.com
8 REED SMITH LLP
10 South Wacker Drive, 40th Floor
9 Chicago, IL 60606-7507
Telephone: +1 312.207 1000
10 Facsimile: +1 312.207 6400

11 *Attorneys for Defendant,*
Rokoko Electronics

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

15
16 MATTHEW R. WALSH
17
18 Plaintiff,
19 vs.
20 ROKOKO ELECTRONICS, and
DOES 1 through 50, inclusive,
21 Defendant.

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

[Assigned to Hon. Rozella A. Oliver,
Courtroom 590]

**DEFENDANT ROKOKO
ELECTRONICS' OPPOSITION TO
PLAINTIFF'S SECOND MOTION
FOR SANCTIONS**

Date: February 4, 2026
Time: 11:00 a.m.
Place: Courtroom 590

[Concurrently Filed With Declaration of
Katherine Ellena]

State Court Action Filed: May 12, 2025
Removal Date: June 12, 2025
Trial Date: March 9, 2027

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

REED SMITH LLP
 A limited liability partnership formed in the State of Delaware

1	I.	INTRODUCTION	2
2	II.	ARGUMENT.....	3
3	A.	There Are No Sanctions Available Under Rule 37.....	3
4	B.	This Motion Is An Improper Attempt To Circumvent Rule 11.....	3
5	C.	Plaintiff’s Contention That Rokoko Used “AI-Fabricated” Case Law Is Demonstrably False.....	4
6			
7	D.	Plaintiff’s Contention That Declarations Were Forged Or That Rokoko Has Perjured Itself Is Also Unfounded.	4
8			
9	E.	Plaintiff’s Contention That Rokoko Has Made False Statements Is Inaccurate.	5
10	F.	Plaintiff’s Discovery-Related Issues Are Both Inaccurate And Not Sanctionable.	5
11			
12	1.	The Parties’ Rule 26(f) Conference And The Joint Report.	5
13	2.	Rokoko’s Responses To Plaintiff’s Discovery Requests.	6
14	3.	Plaintiff’s Refusal To Provide Responses To Rokoko’s Discovery Requests.	6
15			
16	4.	Rokoko’s Objections To Plaintiff’s Subpoenas.	7
17	5.	Plaintiff’s Contention That Rokoko Has Refused To Meet And Confer Is Also Not Accurate.	7
18	G.	Plaintiff’s Spoilation Claims Are Unfounded.....	8
19			
20	H.	Plaintiff’s Defamation Claims Have No Support And Are Improper.	8
21	I.	This Court Should Issue An Order Directing Plaintiff To Obtain Prior Approval Before Filing Any Further Motions.....	9
22			
23	III.	CONCLUSION	10
24			
25			
26			
27			
28			

TABLE OF AUTHORITIES

Page(s)

Cases

Aecom Energy & Constr., Inc. v. Ripley,
2018 U.S. Dist. LEXIS 220793 (C.D. Cal. Sept. 7, 2018).....5

Bryant v. Armstrong,
285 F.R.D. 596 (S.D. Cal. 2012).....6

King v. Atiyeh,
814 F.2d 565 (9th Cir. 1987)9

*Nelson v. Original Smith & Wesson Bus. Entities
and/or Corps.*, 449 Fed. Appx. 581 (9th Cir. 2011).....8

Nida v. Allcom,
2020 U.S. Dist. LEXIS 87401 (C.D. Cal. March 11, 2020).....8

Ringgold-Lockhart v. County of L.A.,
761 F.3d 1057 (9th Cir. 2014)9

Rosenblum v. Blackstone,
2020 U.S. Dist. LEXIS 250839 (C.D. Cal. Feb. 28, 2020).....3

Unigard Sec. Ins. Co. v. Lakewood Engineering & Mfg. Corp.,
982 F.2d 363 (9th Cir. 1992)3

Statutes

28 U.S.C.S. § 17462, 4

Rules

Fed. R. Civ. P. 112, 3, 4

Fed. R. Civ. P. 11(b)(2)9

Fed. R. Civ. P. 372, 3

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION¹

Plaintiff’s second Motion for Sanctions is yet another attempt by Plaintiff to flood the docket with motions unsupported by the record and filled with inaccurate contentions about both Rokoko and its counsel. The issues raised in this second Motion for Sanctions are largely identical as to those raised in Plaintiff’s first Motion for Sanctions, which the Court denied (ECF No. 111), and none warrant sanctions.

Plaintiff’s renewed Motion seeks to circumvent Fed. R. Civ. P. 11 and the safe harbor provisions set forth therein, which Plaintiff has not complied with. Instead, Plaintiff moves for sanctions under Fed. R. Civ. P. 37 but the “issues” raised by his Motion for which Plaintiff seeks sanctions are either unrelated to discovery or are not sanctionable under Rule 37.

At bottom, Rokoko has never used AI-fabricated case law and counsel for Rokoko has provided Plaintiff with copies of each authority that Plaintiff has contended is “AI-fabricated.” None of the declarations Plaintiff alleges are improper violate the requirements of 28 U.S.C.S. § 1746, which requires that declarations are signed and verified by the person putting them forth. The statements that Plaintiff claims are false or part of a “dual reality” are simply statements that he disagrees with. Plaintiff’s contention that Rokoko has failed to attend meet and confers is demonstrably false. Rokoko’s motion to quash Plaintiff’s improper subpoenas and written objections to Plaintiff’s discovery requests are not sanctionable. Plaintiff’s “spoliation” claims, raised for the first time in both of his motions for sanctions, are meritless. Finally, Plaintiff’s contention that Rokoko has somehow defamed him through a Wikipedia page posting or through a third party’s discussion of this lawsuit on an unrelated podcast is also completely unsubstantiated.

¹ Yesterday, on January 13, 2026, Plaintiff filed a “Notice of Defendant’s Nonopposition to Plaintiff’s Motion for Sanctions,” claiming that Rokoko failed to timely oppose this Motion. ECF No. 123. The Court has set the hearing for this Motion on February 4, 2026 at 11:00 a.m. (ECF No. 120), three weeks from the date of the filing of this opposition. Accordingly, Rokoko’s opposition is timely.

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 Neither Rokoko nor its counsel have done anything sanctionable in this action.
2 Accordingly, Rokoko respectfully requests that the Court deny Plaintiff’s Motion and
3 order Plaintiff to not file any further motions without prior Court approval.

4 **II. ARGUMENT**

5 **A. There Are No Sanctions Available Under Rule 37.**

6 Plaintiff moves for sanctions under Rule 37. Mot., p. 6. Of Plaintiff’s many
7 allegations, only six are related to discovery, and only two of the discovery related
8 accusations fall within Rule 37, the others cannot be considered. *Unigard Sec. Ins. Co.*
9 *v. Lakewood Engineering & Mfg. Corp.*, 982 F.2d 363, 368 (9th Cir. 1992) (“This court,
10 however, has foreclosed the application of Rule 37 sanctions in cases such as this where
11 a party’s alleged discovery-related misconduct is not encompassed by the language of
12 the rule.”).

13 Sanctions under Rule 37 are not available, because this is not a motion to compel
14 discovery, Rokoko has responded to Plaintiff’s discovery requests, and there has been
15 no discovery order compelling Rokoko to participate in discovery in this case.
16 *Rosenblum v. Blackstone*, 2020 U.S. Dist. LEXIS 250839, at *4 (C.D. Cal. Feb. 28,
17 2020).

18 **B. This Motion Is An Improper Attempt To Circumvent Rule 11.**

19 Plaintiff states this Motion “is the latest iteration of the prior denied motion which
20 asked for Rule 11 sanctions.” Mot., p. 4. Following the Court’s December 8, 2025 order
21 denying his first motion for sanctions (ECF No. 111) on the grounds that Plaintiff had
22 failed to comply with Rule 11’s safe harbor provision, Plaintiff informed counsel for
23 Rokoko during a meet and confer call on December 16, 2025 that he would not be filing
24 a renewed motion for sanctions under Rule 11, ostensibly to avoid having to comply
25 with the Rule 11 safe harbor requirements. *See* Declaration of Katherine Ellena (“Ellena
26 Decl.”), ¶ 12. During that call, counsel for Rokoko stated that such a position was an in
27 improper run around Rule 11. *Id.* To date, Plaintiff has not sent a Rule 11 safe harbor
28 letter and he did not send this motion to Rokoko before filing it. Additionally, many of

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 the cases Plaintiff cites in support of his request for sanctions involve motions that were
2 decided under Rule 11. *See* Mot. p. 14-15 (citing *Sun World, Inc. v. Olivarria*, 144
3 F.R.D. 384 (E.D. Cal. 1992); *N. Ill. Telecom, Inc. v. PNC Bank, N.A.*, 850 F.3d 88 (7th
4 Cir. 2017)).

5 Accordingly, Plaintiff’s attempt to circumvent the requirements of Rule 11
6 should not be allowed.

7 **C. Plaintiff’s Contention That Rokoko Used “AI-Fabricated” Case Law**
8 **Is Demonstrably False.**

9 As counsel for Rokoko has stated to Plaintiff repeatedly, Rokoko has never cited
10 to or otherwise relied upon “AI-fabricated” case law in its correspondence to Plaintiff
11 or in its filings with this Court. When Plaintiff first falsely asserted this, counsel for
12 Rokoko immediately provided Plaintiff with complete, highlighted copies of each
13 authority upon which Rokoko relied. *See* ECF No. 117-5. His “evidence” that the cases
14 are fabricated is that he asked ChatGPT if it generated them and then ran “forensic
15 checks” on the LEXIS pdf files of each authority provided by counsel for Rokoko. *See*
16 ECF No. 117-5, pp. 2-3. A simple search in Lexis or Westlaw of each authority cited
17 by Rokoko in this action demonstrates that each authority exists and stands for the
18 proposition for which it is cited.

19 **D. Plaintiff’s Contention That Declarations Were Forged Or That**
20 **Rokoko Has Perjured Itself Is Also Unfounded.**

21 28 U.S.C.S. § 1746 requires the declarant to state under penalty of perjury that
22 “the foregoing is true and correct.” The declarations of Mr. Overby and Ms. Ellena do
23 exactly that. Plaintiff’s contention that certain declarations are somehow improper
24 because they were allegedly authored by someone different than the signatory is not
25 sanctionable. *See* Mot., pp. 16-17; ECF No. 117-8; ECF No. 177-10. And Plaintiff has
26 not put forth any evidence demonstrating that signatures in any declarations submitted
27 by Rokoko in this action have been forged.

28

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 **E. Plaintiff’s Contention That Rokoko Has Made False Statements Is**
2 **Inaccurate.**

3 Plaintiff’s disagreement with the positions taken by Rokoko in this litigation does
4 not make Rokoko’s statements false, nor are Rokoko’s statements sanctionable. Some
5 examples of “false” statements that Plaintiff contends Rokoko has made in this litigation
6 include that Plaintiff is harassing Rokoko (he claims he is not), that Rokoko is a
7 Denmark corporation (the Court has already ruled it is in ECF No. 113, p. 5), and the
8 locations of residence of Rokoko’s executives (he believes it is not Denmark). *See* ECF
9 No. 117-6. Factual disagreements are not cause for sanctions. *See Aecom Energy &*
10 *Constr., Inc. v. Ripley*, 2018 U.S. Dist. LEXIS 220793, at *14-15 (C.D. Cal. Sept. 7,
11 2018) (citing *Davis v. Villagrana*, 2013 U.S. Dist. LEXIS 34920, at *11-12 (E.D. Cal.
12 Mar. 13, 2013)) (“Plaintiff’s mere disagreement with Defendant’s responses to his
13 discovery requests provides no basis for the imposition of sanctions against Defendant.
14 That there exist factual disputes between parties is at the heart of most litigation, and a
15 party is not entitled to sanctions simply because that party believes his position is
16 righteous while the other party is lying.”).

17 **F. Plaintiff’s Discovery-Related Issues Are Both Inaccurate And Not**
18 **Sanctionable.**

19 **1. The Parties’ Rule 26(f) Conference And The Joint Report.**

20 Plaintiff falsely contends that counsel for Rokoko “refused to hold a Rule 26(f)
21 conference.” ECF No. 21:386-387. That is not accurate. While counsel for Rokoko did
22 take a previously-scheduled Rule 26(f) conference off-calendar, the conference was
23 rescheduled and held on October 30, 2025. *See* Ellena Decl., ¶ 8. Nor has Rokoko ever
24 failed to participate in the preparation of a joint Rule 26(f) report. In fact, following the
25 parties’ October 30, 2025 conference, counsel for Rokoko provided Plaintiff with its
26 portions of the joint Rule 26(f) report. *Id.*, ¶ 9, Ex. B. In response, Plaintiff refused to
27 engage and instead proceeded to file his own Rule 26(f) report, forcing counsel for
28 Rokoko to submit its own report on November 10, 2025, as well. ECF No. 90-91.

2. Rokoko’s Responses To Plaintiff’s Discovery Requests.

On October 10, 2025, Rokoko timely served responses and objections to Plaintiff’s written discovery requests. Ellena Decl., ¶ 4. Since then, Plaintiff has not met and conferred with Rokoko pursuant to Local Rule 37. *Id.*, ¶ 5. Instead, Plaintiff filed a motion to compel further responses on the same date that the responses were served. *Id.*, ¶ 6. On October 17, 2025, this Court denied that motion for failing to meet and confer. ECF No. 83.

Insofar as Plaintiff contends in this Motion that a party’s objections to discovery are sanctionable, Plaintiff has provided no support for such a position. Moreover, to be clear, there is no court order requiring Rokoko to produce any documents that Rokoko has not complied with. Rokoko has informed Plaintiff numerous times that it will not produce documents until a stipulated protective order is in place. On November 9, 2025, counsel for Rokoko provided Plaintiff with a proposed stipulated protective order that was largely unchanged from the form provided by this Court. Ellena Decl., ¶ 10, Ex. C. Plaintiff refused to agree to a stipulated protective order and the parties have sought the Court’s guidance on this issue through an Informal Discovery Conference. *Id.*, ¶ 11.

3. Plaintiff’s Refusal To Provide Responses To Rokoko’s Discovery Requests.

Plaintiff further contends that Rokoko has engaged in “bad faith tactics” to force Plaintiff to waive discovery objections in response to discovery requests propounded by Rokoko on November 3, 2025. Plaintiff’s refusal to respond to Rokoko’s discovery requests are currently the subject of a pending motion to compel (ECF No. 121) and will be addressed by the Court in due course. In any event, Rokoko’s position, as set forth in its Local Rule 37 letter (ECF No. 117-3, Ex. 1), that Plaintiff has waived certain objections by failing to provide timely responses is not cause for sanctions. *Bryant v. Armstrong*, 285 F.R.D. 596, 602 (S.D. Cal. 2012) (noting “when a party fails to provide any response or objection to interrogatories or document requests, courts deem all objections waived and grant a motion to compel.”) (citing *Richmark Corp. v. Timber*

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 *Falling Consultants*, 959 F.2d 1468, 1473 (9th Cir. 1992) (finding that a party who
2 failed to timely object to interrogatories and document production requests waived any
3 objections)).

4 **4. Rokoko’s Objections To Plaintiff’s Subpoenas.**

5 In or about August and September 2025, Plaintiff served nine different subpoenas
6 on various third parties without the Court’s authorization or a licensed attorney. Ellena
7 Decl., ¶ 13. When counsel for Rokoko informed Plaintiff that this was improper and
8 requested that the subpoenas be withdrawn, Plaintiff refused. *Id.*, ¶ 14. On October 15,
9 2025, Rokoko proceeded to file a motion to quash the subpoenas and issue a protective
10 order. ECF No. 81. Rokoko’s meritorious objections to what is nothing more than a
11 fishing expedition that seeks not only confidential and commercially sensitive
12 documents, but also information that is irrelevant to Plaintiff’s claims, is not
13 sanctionable conduct.

14 **5. Plaintiff’s Contention That Rokoko Has Refused To Meet And**
15 **Confer Is Also Not Accurate.**

16 Plaintiff’s contention that Rokoko “failed to comply with magistrate scheduling
17 orders” is false. Mot., 24:445-448. On October 17, 2025, the Court instructed the parties
18 to include a discussion of Plaintiff’s subpoenas during their Rule 26(f) conference (ECF
19 No. 83), which the parties did on October 30, 2025 and which is expressly referenced
20 in Plaintiff’s “Notice of Completion” of the Rule 26(f) conference. ECF No. 86.

21 As for Plaintiff’s second contention that Rokoko has “refused” to meet and
22 confer (Mot., 24:449-453), Plaintiff appears to be referring to Rokoko’s December 10,
23 2025 Rule 37 letter regarding Plaintiff’s failure to provide responses to Rokoko’s
24 discovery requests. *See* ECF No. 121-1, Ex. E. In that letter, Rokoko requested
25 Plaintiff’s availability for a meet and confer. *Id.* Because Plaintiff did not respond to
26 Rokoko with his availability within ten days under Rule 37-1 or provide written
27 responses to the discovery requests, on December 29, 2025, counsel for Rokoko
28 provided Plaintiff with a draft joint stipulation pursuant to 37-2. *Id.* Plaintiff again

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 refused to provide a response to the joint stipulation within the time permitted and, on
2 January 6, 2026, Rokoko filed its motion to compel which is currently pending. ECF
3 No. 121.

4 **G. Plaintiff’s Spoilation Claims Are Unfounded.**

5 Plaintiff’s contention that Rokoko has somehow deleted relevant evidence in this
6 case is completely unfounded. *See* Mot., p. 26. To prevail on a spoilation claim, the
7 movant must show “that one of their underlying, viable claims was prejudiced by the
8 alleged spoilation.” *Nelson v. Original Smith & Wesson Bus. Entities and/or Corps.*,
9 449 Fed. Appx. 581, 585 (9th Cir. 2011). Plaintiff put forth nothing that shows that
10 spoilation occurred or that he was prejudiced. This is improper. *Nida v. Allcom*, 2020
11 U.S. Dist. LEXIS 87401, at *21 (C.D. Cal. March 11, 2020) (denying a motion for
12 spoilation sanctions because the claims are based “entirely on speculation” and “[m]ere
13 speculation is insufficient to support a claim of spoilation of evidence.”).

14 To the extent that Plaintiff contends that prior versions of Rokoko’s Terms and
15 Conditions are relevant to the case and no longer available online, Plaintiff can seek
16 such information from Rokoko in discovery and Rokoko has agreed to produce such
17 information following the entry of a stipulated protective order. *See* Ellena Decl. ¶ 7,
18 Ex. A, Response to Plaintiff’s Second Set of Requests for Production, p. 8. Beyond that,
19 Plaintiff’s unsubstantiated claim that archived copies of the Terms and Conditions were
20 somehow removed from Rokoko’s website and then later archived and made available
21 again is not sufficient to support a spoilation claim and certainly not sanctionable.

22 Plaintiff next contends that Rokoko somehow “spoiliated” evidence by filing a
23 routine Statement of Information with the California Secretary of State that changes its
24 California address, as well as the address of its agent for service of process, from one
25 address in California to another. *See* Mot., p. 26-27; ECF No. 117-11, p. 21. This is
26 clearly not spoilation.

27 **H. Plaintiff’s Defamation Claims Have No Support And Are Improper.**

28 As for the alleged defamation by Corridor, Corridor stated in their podcast

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 episode that they heard about this lawsuit from a Reddit post that was cross posted
2 across various Reddit pages. *See* Ellena Decl., Ex. D. Plaintiff has admitted to making
3 this post. *See* ECF No. 117-1. Therefore, it was *Plaintiff* who brought the lawsuit to
4 Corridor’s attention. Similarly, Plaintiff has presented no credible evidence as to *who*
5 allegedly made the statements on Wikipedia or that Rokoko was even involved in them.
6 Plaintiff also makes the absurd assertion that he was defamed in legal filings. Mot.,
7 29:550-555. As warned by this Court, opposing counsel “will show you no mercy. That
8 lawyer’s duty is to achieve victory for his or her client.” Self-Representation Order
9 2021, p. 2. Plaintiff seems to take issue with zealous advocacy.

10 **I. This Court Should Issue An Order Directing Plaintiff To Get Prior**
11 **Approval Before Filing Any Motions.**

12 For the reasons stated above, Rokoko respectfully requests that this Court issue
13 an order preventing Plaintiff from filing any other burdensome and frivolous motions
14 without prior approval from the Court. Rule 11 requires that filings, including “the
15 claims, defenses, and other legal contentions are warranted by existing law or by a
16 nonfrivolous argument for extending, modifying, or reversing existing law or for
17 establishing new law.” Fed. R. Civ. P. 11(b)(2). “Federal courts can ‘regulate the
18 activities of abusive litigants by imposing carefully tailored restrictions under . . .
19 appropriate circumstances.’” *Ringgold-Lockhart v. County of L.A.*, 761 F.3d 1057, 1061
20 (9th Cir. 2014) (citing *De Long v. Hennessey*, 912 F.2d 1144, 1147 (9th Cir. 1990)).
21 The circumstances here warrant such a restriction on Plaintiff.

22 For more than seven months Plaintiff has continually filed frivolous motions with
23 this Court, causing both time and financial hardships on Rokoko and an undue burden
24 on the Court. If Plaintiff is not barred from making these frivolous filings, he will
25 continue to do so. The grace given to a *pro se* litigant’s shortcomings does *not* permit
26 Plaintiff to wholly disregard the rules of this Court: “*Pro se* litigants must follow the
27 same rules of procedure that govern other litigants.” *King v. Atiyeh*, 814 F.2d 565, 567
28 (9th Cir. 1987).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

III. CONCLUSION

For the reasons stated herein, the Court should deny Plaintiff’s Motion.

DATED: January 14, 2026

REED SMITH LLP

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

*Attorneys for Defendant
Rokoko Electronics*

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Defendant Rokoko Electronics, certifies that this brief contains 2,733 words, which complies with the word limit of L.R. 11-6.2.

DATED: January 14, 2026

/s/ Katherine J. Ellena
Katherine J. Ellena

REED SMITH LLP
A limited liability partnership formed in the State of Delaware