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5 Plaintiff In Pro Per,

6 **UNITED STATES DISTRICT COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA**
8

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: February 18, 2026
Time: 10:00 AM
Department/Judge: Hon. Oliver,
Courtroom 590

**REPLY TO DEFENDANTS
OPPOSITION FOR PLAINTIFFS
MOTION TO DEEM ADMISSIONS
ADMITTED**

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10 **INTRODUCTION**

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12 In this reply, Plaintiff won't reiterate caselaw or argue legal standards. He does
13 however, reiterate and reincorporate them herein. The gravamen is one which is
14 very simple from start to finish: **Defendants had a Rule 26 duty to disclose. They**

15 **refused to disclose. They then interfered with, and refused to allow anything**
16 **to come close to forcing them to do so.** They have side-skirted responsibility and
17 flat out impeded every lawful attempt Plaintiff has made to receive discovery
18 responses, which he is entirely entitled to without exception. **Despite any of**
19 **Rokoko’s contentions or points – there is absolutely no reason they could not**
20 **answer. They have shown no good cause for not doing so, and provided no**
21 **declarations to explain why they would be prejudiced; as this Court requires.**
22 **Conversely, they have expressly disclaimed that they would ever answer.**

23 Plaintiff only submits their contentions, dates, docket entries and a short
24 description demonstrating their arguments simply lack merit:

25
26 ***1. “Rokoko has provided timely responses, including substantive***
27 ***responses...”***

28 a. Incorrect. Even the ~one admission and the ~five denials are
29 predicated by a boilerplate objection and the express reservation that
30 Defendant can change their answer at any time:

31 *i. “Rokoko accordingly reserves its right to change, supplement,*
32 *amend, or modify any and all Responses herein”*

33 *ii. “The foregoing Responses shall in no way be construed to*
34 *prohibit or limit this answering part”*

35 iii. *“The Responses contained herein are made in good ... but*
36 *should in no way be to the prejudice of the Defendant”*

37 b. It’s illogical. [An answer] that isn’t [an answer] and can change with
38 the wind – one that cannot be relied upon, and enables the Defendant
39 to just change the answer if and when convenient. **Rule 26 does not**
40 **allow this, Rule 37(4) condemns it.**

41 **2. “Plaintiff has not complied with Local Rule 37”**

42 a. Incorrect. We’ve had this discussion formally many, many times. It’s
43 well documented the record and outlined in the ‘Certificate of Meet
44 and Confer’.

45 b. One clear example was a 37-1 held October 27, 2025; Defendant even
46 referenced it in an e-mail on November 3, 2025: [*“As for Rokoko’s*
47 *document production ... as I further explained to you during our call*
48 *last Thursday, Rokoko will not produce documents until a protective*
49 *order governing discovery is in place. “]*

50 i. It’s worth noting, Rokoko also never sought any protective
51 order whatsoever. They just make that excuse and refuse to
52 produce.

53 c. The record reflects that Defendant has continually been admonished
54 for no meet and confer and has filed almost every motion but two

55 without 7-3 or 37-1 compliance. In just a few examples: Their Motion
56 to Quash was stricken, their most recent MTD was ordered to be
57 withdrawn (Dkt #129), and the prior MTD was filed the same day as a
58 7-3. This is a pattern.

59 **3. “Rokoko has not received any Rule 37 letters”**

- 60 a. Yes, they did. The most recent was November 3, 2025
- 61 b. Their response was: “Rokoko will **not** produce any discovery outside
62 of a protective order”. They also stated “it is not our obligation to
63 provide you a list of what we have agreed to produce” (e.g., nothing)
64 “when Rokoko’s written responses set that out.” (again, nothing).

65 **4. “The parties did not discuss the substance of Rokoko’s responses”**

- 66 a. Because Rokoko refused to actually discuss the substance in any
67 fashion, offering instead dismissal “The other RFPs are objectionable
68 for the reasons we have stated in our written responses.” (November
69 3, 2025)
- 70 b. Beyond this, they had chose to not respond to most e-mails regarding
71 these issues nor answer Plaintiff’s phone calls.
- 72 c. Plaintiff then pressed Defendant’s to schedule an IDC, which they
73 agreed initially. It opened with “The parties cannot reach agreemeents
74 on (1) Defendant’s discovery responses” (November 9, 2025). The

75 Defendant ignored the IDC form until January; by then – Discovery
76 issues were instead brought in Plaintiff’s Sanctions Motion.

77 **5. “Plaintiff’s contention that Rokoko provided no substantive responses is**
78 **demonstrably false”**

79 a. Exhibit 1 in Plaintiff’s Motion Declaration clearly shows their evasive
80 responses are forbidden by Courts everywhere and are tantamount to
81 no answer at all. This very Court requires a declaration to be included
82 demonstrating **how or why** they cannot answer. That did not happen.

83 **6. “Specifically, Rokoko denied nineteen of Plaintiff’s RFAs and admitted**
84 **two others.”**

85 a. Incorrect. They objected to them wholly, then stated without waiving
86 their rights – “denied” or “admit”. Further, they expressly declared
87 they have the right to change their answers any time they wish without
88 prejudice. That’s not a proper answer, it’s closest equivalency is
89 “Maybe/Maybe Not” or more simply, a non-compliant answer with an
90 asterisk next to it; making it impossible to be used by Plaintiff in any
91 legal fashion.

92 **7. “Rokoko has provided the required explanation in its objections.”**

93 a. Courts, including this one routinely state – those explanations are
94 meaningless without a declaration **showing how and why** Rokoko
95 cannot reply. They did not submit any declarations.

96 **8. “Contrary to Plaintiff’s contentions, Rokoko does not simply state the**
97 **RFAs are ‘overbroad,’ ‘irrelevant,’ ‘burdensome,’ or ‘vague and**
98 **ambiguous.’ Instead, there is context and detail added to the objections.”**

99 a. This Court as well as most Federal Courts require a declaration to
100 accompany showing **why** the Defendant cannot answer and **how**
101 **specifically** it is overbroad, irrelevant, burdensome, etc; Defendants
102 never provided such a declaration.

103 **9. “Both Rule 26(f) reports were filed on time”**

104 a. Incorrect. It’s supposed to be a “joint report”; not two separate one-
105 sided reports.

106 b. Plaintiff provided his half of the report 60 days prior.

107 c. Defendant eventually filled out their side and provided it on a Friday
108 evening, when it was due Sunday night, they disappeared after
109 sending it; eliminating the possibility of stipulation.

110 d. Their report wished to unilaterally control the schedule for their
111 benefit:

112 i. To cut off motion practice within 30 days

113 ii. To force dispositive motions to not be allowed to be heard until
114 August 31, 2026 (knowing Plaintiff had a forthcoming MSJ as
115 we met and conferred on it on October 30, 2025)

116 e. Further their side of the Joint Report contained absolute falsities to
117 which their literal reply was “No, we’re not changing that”:

118 i. Plaintiff never plead spoliation (it was the 13th CoA)

119 ii. Plaintiff never mentioned RICO (it was in the original
120 Complaint and occupied 3 paragraphs)

121 iii. “Plaintiff provides no evidence of...” (Plaintiff then cited the
122 exact Exhibits)

123 f. On November 10, 2025, Plaintiff then filed a notice with the Court
124 (Dkt #90) and his half of the report (Dkt #91), Defendant realized
125 what Plaintiff had done and then filed theirs to feign compliance.

126 ***10. “No court order has been violated”***

127 a. Dkt #71 is a scheduling order. It is a Court Order.

128 b. Further, Plaintiff’s Motion to Compel would have resulted in a Court
129 order but for Defendant’s flagrant refusals to (a) simply adhere to
130 Rule 26 and produce and (b) meet and confer regarding discovery and
131 (c) meet and confer regarding the motion to compel and (d) meet and
132 confer before filing their Motion to Quash which caused the

133 magistrate to strike both motions even though Plaintiff's was
134 compliant with the Local Rules.

135 c. Defendant refuses to allow discovery to occur, then refuses to allow
136 Plaintiff to compel them, then refuses to allow an IDC to occur, then
137 refuses to allow their admissions to be deemed admitted. They refuse
138 to let the Court get involved. Effectively nullifying the ability to *get* a
139 Court order.

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CONCLUSION

The bottom line is this: Defendants had a Rule 26 duty to disclose. **They refused to disclose.** Zero usable RFA's. Zero documents produced. Zero interrogatories answered. 90 pages of boilerplate objections and the right to change their answer forever as they see fit at any time.

Their current excuse now that consequences may be forthcoming: *Plaintiff didn't fight hard enough to force us to answer.* Plaintiff has absolutely zero duty to comply with Rule 26 *on behalf of the Defendants.* THEY have a duty to disclose.

If they don't want to answer substantively and admit or deny; that's fine. If they want to prevent a Motion to Compel from prompting their answer? That's fine too. If they want to declare that they can change their answer any time on a whim and their answers can never prejudice them? That's fine, let them say so.

However, there are consequences for every one of these decisions and actions; and that's what this motion was designed to do – enforce the consequences of evasion. Even if the Court sided with them on their responses, it cannot side with them on the ability to change their answer any time they wish. **An answer that states no definitive position is no answer at all.**

160 The Motion cites a plethora of supporting caselaw from even this very
161 Court. Defendants' conduct leaves the Court with only two options: order amended
162 responses under Rule 36(a)(6), or deem the matters admitted. Because of the
163 severity of Defendant's refusals, the time lost, the prejudice and enormous cost of
164 time and effort in continually fighting to get/compel substantive answers.

165 Under these circumstances, permitting amended responses or any other relief
166 would be contrary to well-established law and would reward evasion of a highly
167 represented party and further prejudice Plaintiff appearing in pro per.

168

169 **PRAYER FOR RELIEF**

170 1. GRANT Plaintiff's motion in full and deem Defendant's admissions as
171 admitted.

172

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

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176 Executed this January 28, 2026, in Santa Clarita, California.

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Matthew R. Walsh
Plaintiff In Pro Per

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CERTIFICATE OF COMPLIANCE

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185 The undersigned, counsel of record for Plaintiff appearing in pro per, certifies that
186 this brief contains 1,472 words, which complies with the word limit of L.R. 11-6.2.

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