

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

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

10 *Attorneys for Defendant,*  
Rokoko Electronics

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

15 MATTHEW R. WALSH

16 Plaintiff,

17 vs.

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

19 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' [PROPOSED]  
ELECTRONICALLY STORED  
INFORMATION PROTOCOL**

[Concurrently filed with Supplemental  
Brief; Declaration of Katherine Ellena]

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

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1 Pursuant to the Court’s Minute Order dated February 4, 2025 (ECF No. 143),  
2 Defendant Rokoko Electronics submits this [Proposed] Electronically Stored  
3 Information Protocol for the Court’s review and acceptance on behalf of the Parties in  
4 the above-captioned action (“Action”).

5 **1. PURPOSE**

6 This ESI Protocol will govern discovery of electronically stored information  
7 (“ESI”) in this Action as a supplement to the Federal Rules of Civil Procedure, and any  
8 other applicable orders, rules, or guidelines. It is intended to provide for effective and  
9 efficient discovery. Nothing in this protocol is intended to alter either Party’s rights,  
10 obligations, and responsibilities under the Federal Rules of Civil Procedure.

11 **2. IDENTIFICATION OF RESPONSIVE DOCUMENTS**

12 The Parties agree that each Producing Party will take reasonable steps to identify,  
13 review, and produce relevant ESI. The Parties will meet and confer and attempt in good  
14 faith to reach agreement regarding: (i) the identity of custodians who may have  
15 discoverable ESI; (ii) the number of custodians from whom ESI should be searched;  
16 and (iii) date ranges, search terms, phrases, or other parameters that may be used to  
17 search databases for responsive ESI while eliminating data not likely to be relevant to  
18 disputed issues in the case. Each Party reserves the right to contest and object to the  
19 other side’s requested search terms based upon burdensomeness, cost, any applicable  
20 privilege, or any other applicable protection from disclosure, provided that the Parties  
21 shall meet and confer on any such objection prior to bringing the issues to the Court.  
22 The Parties also agree to take responsibility for maintaining confidentiality of any  
23 information put into any information systems or software.

24 **3. PRODUCTION FORMAT**

25 Unless otherwise addressed herein, all electronic documents, including email  
26 communications, will be exchanged by both Parties in a secure manner (e.g., from a  
27 secure FTP site) and in Concordance and Relativity-compatible database load files  
28 (.DAT), Opticon load files (.OPT), single-page TIFF files, and/or document-level

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1 searchable text files (OCR/Extracted Text), where available, or other standard  
2 compatible file format and extension as the Receiving Party specifies, unless doing so  
3 is not possible or would create an unreasonable burden. If a Producing Party would have  
4 difficulty complying with any material aspect of this ESI Protocol, such Party shall  
5 inform the Receiving Party prior to the production as to why compliance with this  
6 protocol is unreasonable or impractical. If either Party wishes to seek relief from the  
7 Court concerning compliance with this ESI Protocol, it must first have conferred with  
8 the other Party. For all document productions exchanged using standard load files, the  
9 Parties also agree to produce the following data fields, as applicable to the document  
10 type in the Table below. Excel files and audio/visual files will be produced in native  
11 format instead of TIFF. Either Party may request other file types (e.g., Powerpoint) be  
12 produced in native format if good cause exists for the need for the native file. Such  
13 native files (if any) will be provided in a self-identified “Natives” directory. Each native  
14 file will be produced with a corresponding singlepage TIFF placeholder image, which  
15 will contain the Bates number and language indicating that the document is being  
16 produced as a native file. Native files should be named with the beginning Bates number  
17 that is assigned to that specific record in the production. All spreadsheets will be  
18 exchanged in Excel format (e.g., XLS, XLSX, XLSM, CSV, etc.), unless otherwise  
19 agreed to in writing prior to production. Documents may be produced, in the first  
20 instance, in 300 dpi resolution, single-page black and white Concordance Group IV  
21 Tagged Image File Format (“TIFF”) unless a Producing Party has good cause to produce  
22 in a different format, in which case they must confer with the Requesting Party in  
23 advance about the format of production. Where a Receiving Party believes that a  
24 document may be important to the case, the original of the document was in color, and  
25 that color may be material to understanding or interpreting the document, the Receiving  
26 Party may request that the document be re-produced in color format (whether electronic  
27 or paper).

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<b><u>FIELD NAME</u></b>	<b><u>DESCRIPTION</u></b>
Beginning Bates	Bates number of first page of record
Ending Bates	Bates number of last page of record
Beginning Bates Attachment	Bates number of first page of family
Ending Bates Attachment	Bates number of last page of family
Custodian	Name of individual or department from whose file the record originated
File Name	Original name of file, typically matches subject for email
Sort Date / Time	For email and family, the sent date and time of the parent message; for natives the date last modified
Message From	Sender of email
Message To	Recipient(s) on To line of email
Message CC	Recipient(s) on CC line of email
Message BCC	Recipient(s) on BCC line of email
Message Subject	Subject of email
Message Date / Time Sent	Date and time email was sent
File Last Modified Date / Time	Date and time file was last modified
File Author	Author of file
File Title	Title of file
File Date / Time Created	Date and time file was created
File Document Extension	Original file extension of file
Page Count	Number of pages produced

MD5Hash	MD5 Hash value of the file
Text Path	Path to extracted text or OCR text file of record
Native File Path	Path to produced native file when applicable

**4. NON-WAIVER**

The production of documents protected by attorney-client privilege, work product protection, or other privileges or protections shall not constitute a waiver of any privilege or protection or be used as a basis to argue for such a waiver in this case or in any other proceeding. This non-waiver provision shall be construed to give the broadest non-waiver protection permissible under Federal Rule of Evidence 502(d).

**5. MODIFICATIONS OF ESI PROTOCOL**

This ESI Protocol may be modified by agreement in writing by the Parties. If the Parties are unable to agree, need further clarification on any issue relating to the preservation, collection, or production of ESI, or seek modification of this protocol, the Parties agree to meet and confer before filing any motion to seek individual relief from this ESI Protocol. Should any Party subsequently determine in good faith that it cannot proceed as required by this agreement, that doing so would be impractical, unduly burdensome, or disproportional, or that the agreement otherwise requires modification, the Parties will meet and confer to resolve any dispute before seeking Court intervention. If the Court is required to resolve any dispute, the Court may consider practicality and proportionality factors when evaluating any request to modify this ESI Protocol or excuse strict performance under the terms of this ESI Protocol.

**IT IS SO STIPULATED.**

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1 Dated: February 20, 2026

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Matthew R. Walsh

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Plaintiff *in pro per*

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Dated: February 20, 2026

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

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*Attorneys for Defendant*  
Rokoko Electronics

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14 **IT IS SO ORDERED.**

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Dated:

Hon. Rozella A. Oliver

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