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

14  
15 MATTHEW R. WALSH  
16 Plaintiff,  
17 vs.  
18 ROKOKO ELECTRONICS, and  
DOES 1 through 50, inclusive,  
19 Defendant.

Case No.: 2:25-cv-05340-ODW-RAO  
[Assigned to Hon. Otis D. Wright, II,  
Courtroom 5D; Magistrate Judge Hon.  
Rozella A. Oliver, Courtroom 590]

**SUPPLEMENTAL BRIEF IN  
SUPPORT OF DEFENDANT  
ROKOKO ELECTRONICS'  
PROPOSED ESI PROTOCOL**

[Concurrently filed with Declaration of  
Katherine Ellena; Proposed ESI  
Protocol]

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

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1 **I. INTRODUCTION**

2 Pursuant to the Court’s February 4, 2026 hearing and Minute Order regarding  
3 discovery in the above-captioned case (ECF No. 145), Defendant Rokoko Electronics  
4 (“Rokoko”) respectfully submits this Supplemental Brief in support of its proposed ESI  
5 protocol, which provides for the production of emails in TIFF format accompanied by  
6 corresponding metadata fields, among other specifications. The Parties met and  
7 conferred on February 12, 2026. (Declaration of Katherine Ellena (“Ellena Decl.”), ¶  
8 3). The fundamental disagreement between the Parties is whether email  
9 communications must be produced in native format. During the Parties’ February 12th  
10 conference, counsel for Rokoko explained to Plaintiff Matthew Walsh the numerous  
11 reasons why producing email communications in native format as a matter of course is  
12 not common, not practical, and also raises serious concerns regarding the post-  
13 production alteration of the files (whether inadvertent or otherwise), as also explained  
14 in detail herein. (*Id.*, ¶ 4). Counsel for Rokoko also explained to Plaintiff that, should  
15 the need arise for other types of documents to be produced (*i.e.*, Excel files, Powerpoint  
16 files, or audio files), Rokoko would produce those documents in native format as is  
17 reflected in Rokoko’s proposed ESI protocol filed concurrently herewith. (*Id.*, ¶ 5).

18 On February 16, 2026, Plaintiff emailed counsel for Rokoko that he would be  
19 unavailable to continue any meet and confer discussion regarding the ESI Protocol for  
20 the remainder of the week. (*Id.*, ¶ 6, Ex. A). Plaintiff then proceeded to file his own  
21 proposed ESI Protocol roughly fifteen minutes later. (ECF No. 151). Accordingly,  
22 Rokoko submits its proposed ESI Protocol concurrently herewith and pursuant to the  
23 Court’s Minute Order.

24 Rokoko’s proposed ESI Protocol is consistent with routinely agreed-upon  
25 protocols for the production of email communications. Plaintiff’s proposed ESI  
26 Protocol, however, insists on native format production of all emails, which for the  
27 reasons explained herein is not practical, raises potential post-production alteration  
28 concerns of the files, is unsupported by any demonstrated need from Plaintiff, and is

1 contrary to proportionality principles under Fed. R. Civ. P. 26(b)(1). Rokoko  
2 respectfully requests that the Court enter Rokoko’s proposed ESI Protocol.

3 **II. ARGUMENT**

4 **A. Rokoko’s Proposed ESI Protocol Aligns With The Court And**  
5 **Industry Standards.**

6 Courts routinely hold that TIFF and/or PDF production of email communications  
7 with corresponding metadata is a sufficient and appropriate method of production. *See*  
8 *U.S. ex rel. Carter v. Bridgepoint Educ., Inc.*, 305 F.R.D. 225, 244 (S.D. Cal. 2015)  
9 (“[w]hile Native format and [TIFF] both exhibit notable weaknesses and strengths, in  
10 current practice, many parties, local rules and courts have endorsed the use of image  
11 production formats, principally TIFF. . . .”); *Ebay Inc. v. Kelora Sys., LLC*, No. C 10-  
12 4947 CW (LB), 2013 U.S. Dist. LEXIS 49835, at \*27 (N.D. Cal. Apr. 5, 2013) (ESI  
13 protocol agreeing to produce documents in TIFF format); *Juul Labs, Inc. v. Chou*, No.  
14 2:21-cv-03056-DSF-PDx, 2022 U.S. Dist. LEXIS 100833, at \*2 (C.D. Cal. Apr. 19,  
15 2022) (noting TIFF as an appropriate form of production); *Marisco, Ltd. v. M/V*  
16 *HERCULES*, No. CV 23-00239 JAO-WRP, 2025 WL 3554265, at \*2 (D. Haw. July 11,  
17 2025) (finding a party meets the requirements of Rule 34(b)(2)(E)(ii) when it “produces  
18 emails in a PDF format accompanied by a load file containing metadata and searchable  
19 text.”).

20 Consistent with the foregoing, Rokoko’s proposed ESI Protocol contemplates  
21 emails to be produced as TIFF files alongside corresponding metadata fields containing  
22 industry-standard information.

23 **B. Rokoko’s Proposed ESI Protocol Has Substantial Advantages Over**  
24 **Plaintiff’s.**

25 1. TIFF Files Provide Substantial Advantages Over Native Files

26 The production of TIFF files provides significant practical advantages over native  
27 formats that justify Rokoko’s proposed ESI Protocol.  
28

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1 **First**, and most critically, native emails can be modified—intentionally or  
2 accidentally—post-production, whereas TIFF files provide a static, fixed record of what  
3 was produced.<sup>1</sup>

4 **Second**, TIFF files allow Rokoko to assign stable, page-level Bates-stamping to  
5 each document that are more easily referenced in depositions, motions, and trial  
6 exhibits. It would be unwieldy and problematic to produce native files of email  
7 communications in this action that lack Bates-stamps. TIFF files facilitate more  
8 efficient document review, integrate seamlessly with exhibit management, annotation,  
9 and presentation tools, and assist the Court and witnesses by providing clear pagination.

10 **Third**, TIFF files also provide greater standardization across different review  
11 platforms and reduce the technical complexity of document management during  
12 litigation.

13 **Fourth**, TIFF files allow for precise, irreversible redactions and reduce the risk  
14 of inadvertent disclosure of confidential system information embedded in native  
15 metadata fields. In contrast, native files risk accidental disclosure through hidden text,  
16 metadata, comments, tracked changes, or toggled fields.

17 2. Plaintiff’s Assessments Regarding Rokoko’s Burden Are Irrelevant

18 Plaintiff argues that native production is less burdensome, claiming that “emails  
19 can be exported in seconds by dragging them from Outlook into RFP-labeled folders.”  
20 (ECF No. 151 at 3:52-54). It is a well-established principle that the costs of discovery  
21 are borne by the producing party. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S.  
22 340, 358 (1978) (“the presumption is that the responding party must bear the expense  
23 of complying with discovery requests”).

24 \_\_\_\_\_  
25 <sup>1</sup> Plaintiff has presented no evidence that Rokoko has or intends to “tamper” with documents produced.  
26 Plaintiff’s concerns that TIFF files can be modified are unfounded. TIFF files provide a static, fixed  
27 record that cannot be altered without detectable forensic artifacts, whereas Plaintiff’s declaration  
28 demonstrates how native email files can be subject to technical tampering, even if inadvertent. (ECF  
No. 151-2, Exs. 8-10). If anything, Plaintiff’s technical expertise in manipulating native files counsels  
in favor of TIFF production, which eliminates the very manipulation risks Plaintiff purports to fear.  
*See U.S. ex rel. Carter v. Bridgepoint Educ., Inc.*, 305 F.R.D. 225, 244 (S.D. Cal. 2015) (“it is harder,  
albeit not impossible, to alter data presented in TIFF inadvertently or deliberately.”).

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1 As the producing party, Rokoko is in the best position to assess the burdens, costs,  
2 and risks associated with different production formats and methods. Plaintiff’s “drag  
3 and drop” proposal would require Rokoko to manually search for and collect native  
4 email communications. This method would not only impose a significant burden on  
5 Rokoko employees, it also risks potentially responsive documents being overlooked.  
6 Moreover, native format productions as a matter of course increase the cost and time  
7 burden on the producing party because they require specialized technical expertise to  
8 properly extract and preserve metadata integrity, and the review process becomes more  
9 complex because a reviewer must access documents through their original software  
10 applications. Conversely, Rokoko’s proposed ESI Protocol contemplates a streamlined  
11 method of searching for and collecting email communications using keyword search  
12 terms across identified custodians.

13 **C. Plaintiff Has Not Demonstrated Any Need For Native Email**  
14 **Communications As A Matter Of Course.**

15 Courts in this Circuit consistently recognize TIFF production as the preferred  
16 method. In *U.S. ex rel. Carter v. Bridgepoint Educ., Inc.*, the court observed that “TIFF  
17 is a widely used and supported graphic file format” that is considered a “near-native”  
18 format and endorsed as an acceptable production method. 305 F.R.D. 225, 244 (S.D.  
19 Cal. 2015). The *Bridgepoint* court also addressed several advantages of TIFF  
20 production: “(1) TIFF documents can be Bates numbered and (2) redacted, and (3) it is  
21 harder, albeit not impossible, to alter data presented in TIFF inadvertently or  
22 deliberately.” *Id.*

23 Plaintiff, on the other hand, has failed to demonstrate the relevance of any native  
24 format metadata to his claims, nor has he provided any argument as to why Rokoko’s  
25 proposal is deficient. Plaintiff’s refusal to articulate any specific need to produce  
26 metadata is precisely the type of generic assertion that courts in this Circuit have  
27 rejected. *See id.* at 246 (rejecting native metadata request where the plaintiffs “have not  
28 yet articulated any precise reason why the metadata . . . is specifically relevant to a claim

1 or a defense in this proceeding. . . [nor] establish[ed] why this active ESI’s metadata is  
2 uniquely important to understanding its import.”).

3 Furthermore, the cases cited in Plaintiff’s Brief re: Plaintiff’s Proposed ESI  
4 Protocol (ECF No. 151) are inapposite. In *Full Tilt Boogie, LLC v. KEP Fortune, LLC*,  
5 No. 2:19-cv-09090-ODW-KESx, 2021 WL 5563334, \*33-34 (C.D. Cal. Oct. 21, 2021),  
6 the pertinent issue concerned whether a party’s *voluntary* production of 4,600 Outlook  
7 emails in native format was sufficient (and the Court concluded it was). Importantly,  
8 the Full Tilt court noted “[d]ocuments produced in native format generally cannot be  
9 BATES numbered.” Similarly, in *PeerMusic, III, Ltd. v. LiveUniverse, Inc.*, 2011 WL  
10 672585, \*20 (C.D. Cal. Jan. 26, 2011), the Court addressed a defendant’s *complete*  
11 *failure* to respond to certain discovery requests after several court orders requiring it to  
12 do so. The dispute over native versus TIFF email communication production was not  
13 at issue in *Full Tilt Boogie* or *PeerMusic*.

14 **III. CONCLUSION**

15 For the reasons stated herein, Rokoko respectfully requests that this Court enter  
16 Rokoko’s proposed ESI Protocol.

18 DATED: February 20, 2026

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20 By: /s/ Katherine J. Ellena  
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23 *Rokoko Electronics*

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**CERTIFICATE OF COMPLIANCE**

The undersigned, counsel of record for Defendant Rokoko Electronics, certifies that this brief contains 1,452 words, which complies with the word limit of L.R. 11-6.2.

DATED: February 20, 2026

/s/ Katherine J. Ellena  
Katherine J. Ellena

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