

COMMONWEALTH OF MASSACHUSETTS

THE TRIAL COURT

SUPERIOR COURT DEPARTMENT

Essex, ss.

Civil Action No.: 2577CV01253

**K. F., a minor, by his mother,
SANDRA FERNANDEZ DE VILLAVICENCIO,
and SANDRA FERNANDEZ DE VILLAVICENCIO,
individually
Plaintiffs,**

v.

**CUBE 3 STUDIO, LLC,
Defendant.**

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION TO COMPEL
PRODUCTION OF DOCUMENTS AND INSURANCE DISCLOSURES**

I. INTRODUCTION

This motion concerns a straightforward discovery dispute governed by settled Massachusetts law. Plaintiffs served written requests for production and insurance disclosures on December 22, 2025. Those responses became due in late January 2026. Rather than produce responsive documents, Cube 3 conditioned all production on entry of a blanket protective order, despite no protective order being in place and despite never seeking such relief from the Court.

Plaintiffs promptly advised Cube 3 that discovery may not be conditioned on a non-existent protective order and expressly invited Cube 3 to identify any specific categories of documents warranting narrowly tailored confidentiality protection so the parties could

address the issue in good faith. Cube 3 did not respond and has produced no documents.

At the same time, Cube 3 has served a Motion for Partial Judgment on the Pleadings and a Motion for Summary Judgment that seek to materially narrow or terminate Plaintiffs' claims. Plaintiffs cannot fairly litigate those motions without access to discovery that Cube 3 continues to withhold.

Court intervention is required.

II. FACTUAL BACKGROUND

A. Service of Discovery

On December 22, 2025, Plaintiffs served Cube 3 with Plaintiffs' First Requests for Production of Documents and a request for disclosure of applicable insurance agreements pursuant to Mass. R. Civ. P. 26(b)(2).

B. Cube 3 Conditioned All Production on a Non-Existent Protective Order

On January 22, 2026, Cube 3 served written objections and responses. In each response, Cube 3 stated that responsive documents "will be produced after entry of, and in accordance with, a mutually agreed or judicially imposed Protective Order." Cube 3 repeated this condition throughout its responses and objected to producing materials it deemed confidential or proprietary absent a protective order.

No protective order exists in this case. Cube 3 has not filed any motion seeking a protective order or judicial limitation on discovery.

With respect to insurance disclosures, Cube 3 represented that it would disclose insurance information "in an expeditious manner," yet no insurance production has occurred and no schedule has been provided.

C. Plaintiffs' Good-Faith Effort to Resolve

On January 22, 2026, Plaintiffs sent written correspondence advising Cube 3 that discovery may not be conditioned on a non-existent protective order, expressly inviting Cube 3 to identify any specific categories of documents that might warrant narrowly tailored confidentiality protection, and requesting confirmation of a production schedule.

Cube 3 did not respond to this correspondence and has produced no documents.

D. Cube 3 Has Simultaneously Served Dispositive Motions

While responsive discovery remains outstanding and unresolved, Cube 3 has served a Motion for Partial Judgment on the Pleadings and a Motion for Summary Judgment seeking dismissal of substantial portions of the Complaint. These motions seek merits-based relief that necessarily implicates factual development and discovery.

III. LEGAL STANDARD

Mass. R. Civ. P. 26(b) permits discovery regarding any non-privileged matter relevant to the subject matter of the action. Discovery is construed broadly to permit full factual development.

If a party seeks protection from discovery, the proper mechanism is a motion for protective order under Mass. R. Civ. P. 26(c), supported by a showing of good cause and subject to judicial determination.

Where a party fails to produce discoverable material, the requesting party may move for an order compelling production under Mass. R. Civ. P. 37(a), after making a good-faith effort to resolve the dispute without court action.

IV. ARGUMENT

A. Cube 3 May Not Unilaterally Condition Discovery on a Non-Existent Protective Order

Cube 3 has imposed a blanket refusal to produce discovery unless a protective order is entered. The Rules do not permit a responding party to create its own discovery limitations without court approval.

If Cube 3 believes certain materials warrant confidentiality protection, the proper course is to seek relief under Rule 26(c) or propose narrowly tailored protections for specific categories of documents. Cube 3 has done neither. Instead, it has withheld all production unless a blanket protective order is entered, despite never moving for one. Cube 3's blanket refusal to produce any documents, rather than seeking targeted protection for specific categories, is particularly improper under Rule 26(c).

Permitting such unilateral conditioning would improperly shift judicial authority to the responding party and undermine the orderly administration of discovery.

B. Plaintiffs Provided Cube 3 a Reasonable Opportunity to Cure and Narrow Any Confidentiality Issues

Plaintiffs expressly advised Cube 3 that discovery may not be conditioned on a non-existent protective order and invited Cube 3 to identify any specific categories of documents that might warrant targeted confidentiality protection so the issue could be resolved in good faith.

Cube 3 did not respond. It proposed no narrowing, no protective language, no production schedule, and no motion practice. Informal resolution has therefore been exhausted, satisfying Rule 37(a).

C. Insurance Discovery Is Independently Required and May Not Be Delayed

Rule 26(b)(2) expressly authorizes discovery of insurance agreements under which an insurer may be liable to satisfy part or all of a judgment. Cube 3 represented that it would disclose insurance information in an expeditious manner, yet no disclosure has occurred. Insurance discovery may not be delayed or conditioned on a protective order absent court approval. Insurance disclosures are mandatory and routinely produced at the outset of litigation; Cube 3's continued delay violates both Rule 26(b)(2) and settled practice.

**D. Continued Withholding of Discovery While Seeking Dispositive Relief
Creates Prejudice and Undermines Fair Process**

Cube 3 seeks to obtain dispositive rulings while simultaneously withholding discovery bearing on factual issues implicated by those motions. Allowing merits determinations to proceed in the absence of discovery creates undue prejudice and undermines the fair administration of justice.

This concern is heightened where one of the plaintiffs is a minor asserting personal injury claims requiring factual development. Prompt discovery is necessary to ensure the case proceeds on a complete and fair record.

Compelling production is necessary to restore procedural balance.

V. RELIEF REQUESTED

WHEREFORE, Plaintiffs respectfully request that the Court enter an Order compelling Defendant Cube 3 Studio, LLC to produce all documents responsive to Plaintiffs' First Requests for Production within fourteen (14) days of the Court's Order, without conditioning production on the entry of a protective order.

Respectfully submitted,

K. F., a minor, by his mother,
SANDRA FERNANDEZ DE VILLAVICENCIO,
and SANDRA FERNANDEZ DE VILLAVICENCIO,
individually

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Date: January 30th, 2026

/s/ Sandra Fernandez De Villavicencio

Sandra Fernandez De Villavicencio (Pro Se)

CERTIFICATE OF SERVICE

I hereby certify that on January 30, 2026 a copy of the foregoing was served electronically on all counsel of record.

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/s/ Sandra Fernandez De Villavicencio
Sandra Fernandez De Villavicencio (Pro Se)