

1 MATTHEW R. WALSH
2 19197 GOLDEN VALLEY RD #333
3 SANTA CLARITA, CA 91387
4 (661) 644-0012

5 Plaintiff In Pro Per,

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

9 MATTHEW R. WALSH
10 19197 GOLDEN VALLEY RD #333
11 SANTA CLARITA, CA 91387,

12 Plaintiff In Pro Per,

13 vs.

14 ROKOKO ELECTRONICS
15 (AND DOES 1 THROUGH 50,
16 INCLUSIVE)
17 31416 AGOURA RD STE 118
18 WESTLAKE VILLAGE, CA
19 91361

20 Defendant

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

Before: Hon. Otis D. Wright II
Courtroom 5D

Hearing date: October 20, 2025
Hearing time: 1:30PM

**DECLARATION OF MATTHEW R.
WALSH
ISO MOTION FOR SANCTIONS
RE: HARASSMENT,
OBSTRUCTION**

21 **DECLARATION OF MATTHEW R. WALSH**
22 **ISO MOTION FOR SANCTIONS**
23 **RE: HARASSMENT, OBSTRUCTION**

24
25 I, Matthew R. Walsh, declare as follows:

26 I am the Plaintiff in this action. I have personal knowledge of the facts set
27 forth herein and, if called as a witness, could and would testify competently
28

1 thereto. All exhibits attached hereto are true and accurate copies of documents I
2 have received or made.

3
4 Attached hereto as **EXHIBIT A** is a true and correct copy of a letter I
5 received from Katherine J. Ellena of Reed Smith LLP, dated September 25, 2025.
6 This letter was sent under the pretext of Local Rule 37, and it directly corroborates
7 the obstructive conduct already described in my Motion for Sanctions, along with
8 several other issues. Below I identify specific statements in the letter and explain
9 how they tie into the categories of misconduct I raised.
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12 Attached hereto as Exhibit A is a true and correct copy of a September 25,
13 2025 letter from defense counsel. The letter is relevant because, while framed as a
14 Rule 37 meet-and-confer, it contains express admissions directly bearing on the
15 issues in my Motion for Sanctions.
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18 As detailed in the Motion for Sanctions, Defendant accused me of
19 harassment. However, as I have demonstrated, Rokoko themselves are the
20 documented harassers themselves and along with Corridor Digital who both are
21 actively seeking to intimidate me and this case through public perception. Corridor
22 openly claimed live on their podcast “*it's like, we know Rokoko*” ... “*you know,*
23 *we're talking to him [Rokoko] **right now***”. The podcast continues by making
24 incredulously false statements regarding myself as a person and the case as a whole
25 while admitting they didn't read any of it “*Like and I didn't read the terms of*
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1 *service*”, “*I saw this last night, I think, and I was kind of like, uh oh. And I like*
2 *didn't look into it.*”, “*I didn't look into it at all*”; all while Defending Rokoko live
3 on the air and admitting they were talking to Rokoko during the podcast.

4
5 Counsel now expressly acknowledges that “**Corridor Digital is a business**
6 **partner of Rokoko**” and that Naver Z is an “investor” with a signed Shareholder
7 Agreement, and that Trifork in fact owns a portion of their Alter-Ego company
8 Rokoko (“CoCo”) Care; a published and known recipient of my misappropriated
9 intellectual property. These are material relationships Defendants have previously
10 downplayed or denied.
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14 The letter also demonstrates the obstructive tactics I described in my
15 Motion: reflexively calling subpoenas “facially defective,” “irrelevant,” or
16 “overbroad,” and threatening fee-shifting to deter discovery.
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19 I declare under penalty of perjury under the laws of the United States of America
20 that the foregoing is true and correct.
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23 Executed on September, 25 2025, in Santa Clarita, California,
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26 Matthew R. Walsh
27 Plaintiff in pro per
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EXHIBIT A



Driving progress
through partnership

Katherine J. Ellena
Direct Phone: +1 213 457 8254
Email: kellena@reedsmith.com

Reed Smith LLP
515 S. Flower Street
Suite 4300
Los Angeles, CA 90071
+1 213 457 8000
Fax +1 213 457 8080
reedsmith.com

September 25, 2025

By Electronic Mail

Matthew R. Walsh
19197 Golden Valley Rd. #333
Santa Clarita, CA 91387
(661) 644-0012
matthew@winteryear.com

Re: Local Rule 37-1 Meet and Confer Regarding Subpoenas for Documents Served on DocuSign, Inc.; c/o United Agent Group, Inc., Trifork US Inc., Naver Z USA, Inc., Internet Archive, Wikimedia Foundation, and Corridor Digital, LLC

Dear Mr. Walsh,

Pursuant to Local Rule 37-1, Rokoko requests a meet and confer regarding the subpoenas you issued to DocuSign, Inc.; c/o United Agent Group, Inc., (“DocuSign”), Trifork US Inc. (“Trifork”), Naver Z USA, Inc. (“Naver Z”), Internet Archive, Wikimedia Foundation (“Wikimedia”), and Corridor Digital, LLC (“Corridor”) (collectively the “Subpoenas”) to discuss their deficiencies. If we are not able to come to an agreement, Rokoko will move to quash the Subpoenas and ask the Court to issue a protective order.

As a preliminary matter, all of the Subpoenas were improperly issued and are facially defective. Further, as explained in detail below, each of the Subpoenas are improper for the following reasons:

- DocuSign: the two DocuSign subpoenas are improper because they violate privacy interests, seek information that is irrelevant, and are grossly overbroad and unduly burdensome.
- Trifork: this subpoena is improper because it seeks confidential commercial information, seeks information that is irrelevant, and is grossly overbroad and unduly burdensome.
- Naver Z: this subpoena is improper because it seeks confidential commercial information, seeks information that is irrelevant, and is grossly overbroad and unduly burdensome.
- Internet Archive: this subpoena is improper because it seeks information that is irrelevant, grossly overbroad and unduly burdensome.
- Wikimedia: this subpoena is improper because it seeks information that is irrelevant and is grossly overbroad and unduly burdensome.
- Corridor: this subpoena is improper because it seeks confidential commercial information, seeks information that is irrelevant, and is grossly overbroad and unduly burdensome.

ABU DHABI ♦ ASTANA ♦ ATHENS ♦ ATLANTA ♦ AUSTIN ♦ BEIJING ♦ BRUSSELS ♦ CENTURY CITY ♦ CHICAGO ♦ DALLAS ♦ DENVER ♦ DUBAI ♦ FRANKFURT
HONG KONG ♦ HOUSTON ♦ LONDON ♦ LOS ANGELES ♦ MIAMI ♦ MUNICH ♦ NEW YORK ♦ ORANGE COUNTY ♦ PARIS ♦ PHILADELPHIA ♦ PITTSBURGH
PRINCETON ♦ RICHMOND ♦ SAN FRANCISCO ♦ SHANGHAI ♦ SILICON VALLEY ♦ SINGAPORE ♦ TYSONS ♦ WASHINGTON, D.C. ♦ WILMINGTON

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A. Plaintiffs In Pro Per Cannot Issue Subpoenas Without Approval From The Clerk Of The Court Or A Licensed Attorney.

Pursuant to Fed. R. Civ. P. 45(a)(3), “[t]he clerk must issue a subpoena, signed but otherwise in blank, to a party who requests it. That party must complete it before service. An attorney also may issue and sign a subpoena if the attorney is authorized to practice in the issuing court.” See also *Ekene v. Office L. Fowler*, 2023 U.S. Dist. LEXIS 187409, at *3 (C.D. Cal. April 13, 2023) (“Plaintiff, proceeding pro se, may only serve a subpoena issued by the Clerk of this Court.”); *McGee v. Cnty. of Riverside*, 2022 U.S. Dist. LEXIS 193707, at *2 (C.D. Cal. Oct. 21, 2022) (“If a pro se plaintiff needs to seek information from non-parties, this must be done through a subpoena issued by the Clerk and approved by the Court.”).

None of the Subpoenas were issued by the Clerk. Instead, you signed on the line clearly delineated “Attorney’s signature” and served them. You are not a licensed attorney, and this was completely improper. Accordingly, the Subpoenas are clearly defective on their face.

B. The Subpoenas Seek Rokoko’s Confidential Commercial Information And Violate Individual Privacy Interests.

Courts have broad discretion to quash or modify a subpoena that seeks the disclosure of “a trade secret or other confidential research, development, or commercial information.” Fed. R. Civ. P. 45(d)(3)(B)(i). The Subpoenas to Corridor, Naver Z, and Trifork must be withdrawn because they seek highly confidential information for improper purposes—to expand discovery in this action beyond proper bounds and pry into Rokoko’s confidential business relationships with its partners. Your requests seek a broad array of confidential information about the inner workings of Rokoko’s business, including private communications, third party contracts, and sensitive materials concerning investment decisions and financial information. Courts have routinely quashed subpoenas seeking confidential commercial information such as this. See *SPS Techs., LLC v. Briles Aero., Inc.*, 2019 U.S. Dist. LEXIS 241074 (C.D. Cal. June 24, 2019); *In re Subpoenas to Global Music Rights*, 2019 U.S. Dist. LEXIS 235809 (C.D. Cal. Jan. 18, 2019).

Corridor is a business partner who works with Rokoko on a project-by-project basis. The terms of those contracts are confidential. Naver Z is an investor in Rokoko and has signed a Shareholder Agreement, which is confidential. The only contractual relationship that exists between Trifork and Rokoko is the sale of interest in Coco Care. The details of that sale are confidential. The terms of all of these agreements have always been confidential and not available to the public.

Additionally, the information you request in one of your DocuSign subpoenas pertains to the personal emails of four individuals. None of the individuals are named parties to this case and they have an individual privacy right in the information requested. *Villanueva v. Cnty. of Los Angeles*, 2025 U.S. Dist. LEXIS 116120, at *4 (C.D. Cal. April 14, 2025) (“Federal courts ordinarily recognize a constitutionally-based right of privacy that can be raised in response to discovery requests.”). Accordingly, the Subpoenas seek information outside the bounds of proper discovery and must be withdrawn.

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September 25, 2025
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facially overbroad); *see also Bradley v. Val-Mejias*, 2001 U.S. Dist. LEXIS 25278, at *18 (D. Kan. Oct. 9, 2001) (“use of the term ‘pertaining to,’ often makes a discovery request overly broad and unduly burdensome on its face”); *Williams v. City of Dallas*, 178 F.R.D. 103, 110 (N.D. Tex. 1998) (finding “any and all documents related to” facially overbroad because “(it is limited neither by reasonable restrictions on time nor by particular documentary descriptions”)”).

All of your Subpoenas use some form of the language “all” or “any and all.” These are perfect examples of requests that are overbroad and seek information outside the scope of this litigation. Further the Subpoenas issued to Docusign, Naver Z, and Trifork not only use this overbroad language, but also lack any specificity necessary to gather relevant documents. For example, in your DocuSign subpoena you seek emails from addresses that include the company email in its entirety, which will no doubt produce documents much more far reaching than this case. *See Moon*, 232 F.R.D. at 637-38 (ruling that the subpoena is overbroad because it seeks “information regarding all pool winter covers, not only those ‘within the Far East Region,’” which are at issue in the case. (emphasis is original)); *Pearson v. Cincinnati Ins. Co.*, 2025 U.S. Dist. LEXIS 92488, at *12-13 (C.D. Cal. April 14, 2025) (granting a motion to quash in part because the subpoena is irrelevant and overbroad in seeking information that is not limited to the damage at issue in the case and extends to other projects and clients.). By seeking “all” information from the non-parties, you seek information that has nothing to do with your claims in this litigation and falls outside the permissive scope of discovery.

E. Rokoko Reserves The Right To Seek A Protective Order Over Future Subpoenas And Its Reasonable Attorneys’ Fees In Quashing The Subpoenas

If these Subpoenas are not withdrawn, Rokoko will file a Motion to Quash and ask the Court to issue a protective order to bar you from issuing further defective, irrelevant, and unduly burdensome subpoenas. Fed. R. Civ. P. 26(c)(1) permits a court to issue a protective order “to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense,” and allows the Court to “forbid[] the disclosure or discovery” and “forbid[] inquiry into certain matters, or limit[] the scope of disclosure or discovery to certain matters.” Fed. R. Civ. P. 26(c)(1)(A) & (D). When deciding to issue a protective order preventing or limiting discovery, courts can consider “the relevance of the requested materials, breadth of the requests, potential harm of disclosure to the movant, and the movant’s reasonable privacy interests in the materials.” *Pate v. Pac. Harbor Line, Inc.*, 2023 U.S. Dist. LEXIS 52632, at *28-29 (C.D. Cal. Feb. 6, 2023). As made clear above, the information you are seeking is irrelevant and significantly overbroad. Rokoko, the non-parties, and the individuals mentioned in the Subpoenas have a clear privacy interest in their own personal and confidential business information, nearly all of which does not pertain to your claims or this action in any way.

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Further, Rokoko reserves the right to seek reasonable attorneys' fees in connection with its efforts to obtain their withdrawal, quash, and/or move for a protective order over the Subpoenas.

Best,



Katherine J. Ellena
Reed Smith LLP

KJE:jv