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

14 MATTHEW R. WALSH

15 Plaintiff,

16 vs.

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

18 Defendant.
19
20

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

[Assigned to Hon. Otis D. Wright, II,
Courtroom 5D; Hon. Rozella A. Oliver,
Courtroom 590]

**OMNIBUS NOTICE OF MOTION
AND MOTION TO QUASH
PLAINTIFFS' THIRD-PARTY
SUBPOENAS AND TO ISSUE A
PROTECTIVE ORDER**

Date: November 19, 2025
Time: 10:00 a.m.
Place: Dept. 590

[Concurrently filed with Memorandum
of Points & Authorities; Declaration of
Katherine Ellena; and [Proposed]
Order]

State Court Action Filed: May 12, 2025
Removal Date: June 12, 2025
Trial Date: None

1 **TO THE HONORABLE COURT AND PLAINTIFF IN *PRO PER*:**

2 PLEASE TAKE NOTICE THAT on November 19, 2025, at 10 a.m., or as
3 soon thereafter as the matter may be heard before the Honorable Rozella A. Oliver
4 in Courtroom 590 of the United States District Court, Central District of California,
5 located at 255 E Temple St, Los Angeles, CA 90012, Defendant Rokoko Electronics
6 (“Rokoko”) will and hereby does move this Court, pursuant to Fed. R. Civ. P. 45, for
7 an order quashing multiple subpoenas served on DocuSign, Inc.; c/o United Agent
8 Group, Inc., Trifork US Inc., Naver Z USA, Inc., Internet Archive, Wikimedia
9 Foundation, and Corridor Digital, LLC (the “First Attempt Subpoenas”) by Plaintiff
10 in *pro per* Matthew R. Walsh (“Plaintiff”) on September 12 through 15, 2025 and on
11 or about September 26, 2025 (the “Second Attempt Subpoenas.”)

12 This Motion is based on this Notice of Motion and Motion and accompanying
13 Memorandum of Points and Authorities, the Declaration of Katherine Ellena, all
14 other pleadings and papers on file in this action, and upon such further written or oral
15 argument that Rokoko may present to the Court.

16 On September 18, 2025, counsel for Rokoko requested a meet and confer with
17 Plaintiff regarding this Motion as required by L.R. 7-3. *See* Declaration of Katherine
18 Ellena (“Ellena Decl.”), ¶ 6, Ex. L. Having received no response, counsel for Rokoko
19 again requested a meet and confer on September 22, 2025, to which Plaintiff
20 informed counsel for Rokoko that he was completely unavailable to meet and confer
21 until September 30, 2025. *Id.*, Ex. L. On September 24, 2025, and in light of
22 Plaintiff’s inability to meet and confer telephonically, counsel for Rokoko provided
23 Plaintiff with a written explanation as to the bases for this Motion. *Id.* The parties
24 scheduled a meet and confer pursuant to Fed. R. Civ. P. 26(f) for September 30, 2025,
25 which was then taken off calendar in light of Plaintiff’s refusal to discuss the
26 subpoenas or to meet and confer in the presence of a certified court reporter. *Id.* On

1 September 25, 2025, counsel for Rokoko sent Plaintiff a five-page Local Rule 37-1
2 letter explaining the subpoena's deficiencies and setting forth the bases for Rokoko's
3 objections to the subpoenas. Ellena Decl., Ex. M. Plaintiff never responded to
4 Rokoko's September 25, 2025 letter and never served copies of the Second Attempt
5 Subpoenas on counsel for Rokoko. Ellena Decl., ¶ 11. Rokoko now brings this
6 Motion to quash all of Plaintiff's pending subpoenas and further requests a protective
7 order limiting further discovery harassment by Plaintiff.

8
9 DATED: October 15, 2025

10 REED SMITH LLP

11
12 By: /s/ Katherine J. Ellena

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

15 *Attorneys for Defendant Rokoko*
16 *Electronics*

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1 **MEMORANDUM OF POINTS AND AUTHORITY**

2 **I. INTRODUCTION**

3 Plaintiff Matthew Walsh’s (“Plaintiff”) harassing and unjustified litigation
4 tactics must come to an end. The latest in his obstructionist efforts are a slew of non-
5 party subpoenas directed to DocuSign, Inc., c/o United Agent Group, Inc.,
6 (“DocuSign”), Trifork US Inc. (“Trifork”), Naver Z USA, Inc. (“Naver”), Internet
7 Archive, Wikimedia Foundation (“Wikimedia”), and Corridor Digital, LLC
8 (“Corridor”) (collectively the “First Attempt Subpoenas”). The First Attempt
9 Subpoenas were issued between September 12 through 15, 2025 by Plaintiff, a non-
10 attorney in *pro per*, without authorization from the Clerk of the Court and, therefore,
11 are defective on their face under the Federal and Local Rules.¹ When this deficiency
12 was pointed out to Plaintiff by counsel for Rokoko, Plaintiff then purportedly issued
13 a second round of subpoenas (collectively, the “Second Attempt Subpoenas,” and
14 together with the First Attempt Subpoenas, “Subpoenas”) on or about September 26,
15 2025, which were purportedly approved by the Clerk of Court but copies of which
16 were never noticed or served to Rokoko.² Counsel for Rokoko has also only recently
17 learned that the Second Attempt Subpoenas called for a compliance deadline of, in
18 some instances, less than 24 hours after they were served on the non-party.

19 Even if the Court could overlook Plaintiff’s procedural defects and blatant
20 discovery abuses, which would be improper, many of the Subpoenas seek
21 information concerning Rokoko’s confidential business relationships, which are
22 subject to strict confidentiality provisions, and violate personal privacy rights of
23 Rokoko’s employees. Moreover, the Subpoenas seek irrelevant information untied
24

25 ¹ See www.cacd.uscourts.gov/court-procedures/filing-procedures/obtaining-subpoena.

26 ² On September 26, 2025, Plaintiff sent counsel for Rokoko an email attaching a photograph in
27 which he appeared to be holding a stack of papers. Declaration of Katherine Ellena (“Ellena
28 Decl.”), Ex. N. The only visible paper in the photo appears to be a subpoena signed by the Clerk
of the Court. *Id.* This is not proper service of the Second Attempt Subpoenas.

1 to Plaintiff's allegations in his Complaint (which is subject to a pending Motion to
2 Dismiss) and are nothing more than an attempt to harass both Rokoko and non-parties
3 to this action. In fact, despite being told by counsel for at least two of the subpoenaed
4 parties that no responsive documents exist, Plaintiff has continued to harass the non-
5 parties, including threatening sanctions and by filing a motion to compel.

6 At bottom, Plaintiff's Subpoenas violate established discovery principles and
7 are nothing more than a fishing expedition seeking confidential and irrelevant
8 information (including from several of Rokoko's business partners), aimed at
9 harassing Rokoko and harming its goodwill with non-parties.

10 Accordingly, the Subpoenas should be quashed in their entirety.

11 **II. RELEVANT FACTUAL AND PROCEDURAL BACKGROUND**

12 On June 26, 2025, Rokoko filed its Motion to Dismiss Plaintiff's Complaint,
13 which is fully briefed and currently pending before this Court. *See* ECF Nos. 42. In
14 the interim, discovery has only just begun. On September 9, 2025, the Court issued
15 a Notice of Intent to Issue Scheduling Order by November 17, 2025. *See* ECF No.
16 71. Plaintiff and counsel for Rokoko have not yet met and conferred pursuant to Fed.
17 R. Civ. P. 26, and any meet and confer has been postponed by counsel for Rokoko
18 until after an informal discovery conference with the Court has been conducted.
19 Ellena Decl., ¶ 7, Ex. L.³ Nor has either party made its initial disclosures, or produced
20 documents.⁴ *Id.*, ¶ 7.

22 ³ Following a meet and confer call in June 2025 between Plaintiff and counsel for Rokoko, Plaintiff
23 informed counsel for Rokoko that he had transcribed the call (which counsel for Rokoko never
24 consented to) and subsequently filed a motion for sanctions against Rokoko and its counsel in which
25 he mischaracterized and blatantly lied about that call. ECF Nos. 73 [Plaintiff's Motion for
26 Sanctions], 76 [Rokoko's Opposition to Motion for Sanctions]. In light of Plaintiff's
27 mischaracterizations, counsel for Rokoko has informed Plaintiff that it is not comfortable
28 proceeding with any further real-time conversations with Plaintiff unless a court certified
stenographer is present. Ellena Decl., Ex. L.

⁴ Between September 10 and September 12, 2025, Plaintiff propounded a total of 29 Requests for
Production, 90 Requests for Admission, and 11 Interrogatories on Rokoko. Ellena Decl., ¶ 8.

1 **A. Plaintiff’s First Attempt Subpoenas**

2 Between September 12 to 15, 2025, Plaintiff served counsel for Rokoko with
3 *seven* Subpoenas to non-parties DocuSign, Trifork, Naver, Internet Archive,
4 Wikimedia, and Corridor seeking documents to be produced between September 27
5 to 30, 2025.⁵ See Ellena Decl., ¶ 3, Exs. A-G (collectively, the “First Attempt
6 Subpoenas”). The Subpoenas were not issued by a California-licensed attorney or
7 by the Clerk of the Court. See *id.* Instead, they were signed by Plaintiff in *pro per*
8 and are therefore defective on their face. *Id.*

9 The Subpoenas broadly and improperly demand a litany of information,
10 including demands for: “all communications (Including but not limited to: e-mails,
11 DM’s, instant messages)... documents sufficient to identify any and all financial
12 payments to or from Rokoko from Jan 1, 2020 to present,” “all user account
13 information (except the password) of Sharleenbrando123 including but not limited to
14 e-mail address, phone number and IP address,” “all agreements, payments,
15 communications, or documents sufficient to show how Naver Z USA, Inc. (or it’s
16 subsidiaries) and Rokoko Electronics exchanged or used animation/mocap data,
17 machine learning, or artificial intelligence from Jan. 1, 2020–present,” and “[a]ll
18 docusign envelope audit trails, including metadata, IP address, location information
19 and the ‘subject’ of the envelope regarding specific, personal email addresses,”
20 among other things. Ellena Decl., Exs. B, C, E, G.

21 On September 23, 2025, counsel for non-party Trifork informed Plaintiff that
22 after conducting a records search, Trifork had not identified any relevant documents

23 _____
24 Rokoko served its responses and objections to Plaintiff’s discovery requests on October 10, 2025.
Id.

25 ⁵ This is not the first slew of third-party subpoenas that Plaintiff has served in this action. On
26 August 6, 2025, Plaintiff served two additional subpoenas on Docusign. Ellena Decl., ¶ 4, Exs. H,
27 I. When counsel for Rokoko requested that Plaintiff withdraw the subpoenas for several reasons,
including that they were premature as the Court had not issued an order permitting discovery nor
28 had the parties conducted a meet and confer pursuant to Fed. R. Civ. P. 26, Plaintiff refused and
instead informed Rokoko that additional subpoenas would be forthcoming. *Id.*, ¶ 4, Ex. J.

1 or communications responsive to Plaintiff’s September 12, 2025 subpoena. *Id.* Ex.
2 R. Plaintiff responded by claiming he was in possession of contradictory evidence,
3 (he is not), that there were “**No exceptions**” to compliance, and that Plaintiff intended
4 to move to compel and seek sanctions should Trifork refuse to comply. *Id.* Plaintiff
5 ended his message by telling counsel for Trifork: “Please govern yourself
6 accordingly.” *Id.*

7 On September 24, 2025, counsel for Rokoko informed Plaintiff of its intent to
8 move to quash the Subpoenas on the grounds that they were both facially and
9 substantively inappropriate. Ellena Decl. Ex. L. On September 25, 2025, Rokoko’s
10 counsel served Plaintiff with a LR 37-1 Meet and Confer Letter further detailing the
11 numerous defects in the Subpoenas. *Id.*, Ex. M.

12 **B. Plaintiff’s Second Attempt Subpoenas**

13 *Just one day after* receiving Rokoko’s LR 37-1 Meet and Confer Letter,
14 Plaintiff sent counsel for Rokoko a photograph of what purports to be himself holding
15 a stack of papers, the first of which appeared to be a subpoena to non-party Corridor,
16 which was never actually served on Rokoko’s counsel but [purportedly] was
17 approved by the Clerk of Court. *Id.*, Ex. N. None of the other Second Attempt
18 Subpoenas have ever been served on counsel for Rokoko. Ellena Decl., ¶ 11.

19 Seven of the *ten* Second Attempt Subpoenas are substantively identical to the
20 First Attempt Subpoenas. *See* ECF no. 81-1, Ex. 15 at p. 59-63, 66-67. The three
21 “new” subpoenas also make improper demands for Corridor, Naver Z, and Trifork to
22 produce “all communications. . . regarding the lawsuit, discovery, subpoenas,
23 production of documents and/or admissions.” *Id.* at p. 58, 64-65.⁶ Counsel for
24 Rokoko never received notice of, and was never served any copies of, the Second
25 Attempt Subpoenas. Ellena Decl., ¶ 11.

1 Despite Rokoko’s repeated explanation to Plaintiff of the impropriety of all of
2 Plaintiff’s discovery tactics thus far, Plaintiff apparently served the ten Second
3 Attempt Subpoenas on the non-parties on or about September 26, 2025 without notice
4 to Rokoko. *Id.*

5 On October 3, 2025 at 10:24 a.m., counsel for non-party Naver Z served its
6 objections to Plaintiff’s subpoena. *Id.*, Ex. O. Naver Z’s objections cited Plaintiff’s
7 improper and unreasonable compliance deadline of “less than 24 hours after service
8 and before the close of the next business day,” the undue burden on a non-party to
9 this litigation, and the “overbroad, disproportionate, and [] undue burden” imposed
10 by Plaintiff’s subpoena. *Id.* Naver Z’s objections also note that Plaintiff’s subpoenas
11 are based on “incorrect assumption(s)” regarding Naver Z, and notes that “the
12 requests are irrelevant. . . and improperly directed to the wrong entity.” *Id.* Lastly,
13 Naver Z’s objections made clear that responsive documents are not in Naver Z’s
14 “possession, custody, or control.” *Id.*

15 Less than an hour later, at 11:02 a.m., Plaintiff responded to Naver Z’s
16 objections with *email revisions* to the requests made in the subpoena and further
17 threatened to serve a *pre-prepared* motion to compel should Naver Z refuse to
18 comply with his discovery demands. *Id.*, Ex. P. Plaintiff sent a second email at 11:28
19 a.m., stating that Naver Z “cannot claim responsive documents fall outside its
20 possession, custody, and control,” that “[g]iven NAVER’s multi-billion dollar
21 revenue and integrated systems” Plaintiff’s subpoena “cannot reasonably be
22 considered burdensome,” and demanding that counsel for Naver Z “confirm that a
23 search is being conducted consistent with these facts.” *Id.*, Ex. Q.

24 *Photographs* of the Second Attempt Subpoenas only became available to
25 Rokoko on October 10, 2025, when Plaintiff filed a motion to compel. ECF No. 81-
26 1, Ex. 15. To date, these are the only records of the Second Attempt Subpoena that
27 Plaintiff has made available to Rokoko.

1 **C. Meet and Confer Attempts Remain Futile**

2 On September 18, 2025, Rokoko’s counsel indicated Rokoko’s intent to move
3 to quash and for a protective order regarding the First Attempt Subpoenas and asked
4 for Plaintiff’s availability to meet and confer regarding the same. Ellena Decl., Ex.
5 L. On September 22, 2025, Plaintiff responded that he was unavailable until
6 September 30, and further, conditioned a meet and confer on a “written mutual
7 stipulation in advance identifying the topics to be covered . . . a written stipulation
8 afterward confirming what was covered, for any such occurrence to constitute a valid
9 meet and confer,” and for these requirements to be in place “for the remainder of this
10 case.” *Id.*

11 On September 25, 2025, Rokoko sent Plaintiff a Rule 37 Meet and Confer
12 Letter regarding the Subpoenas. Ellena Decl., Ex. M. Rokoko’s letter cited several
13 deficiencies, including the improper issuance of subpoenas by a *pro per* litigant
14 without approval from the Clerk of Court, requests for confidential and/or irrelevant
15 information, and undue burden on third parties. *Id.* Rokoko also informed Plaintiff
16 that it would file a Motion to Quash should Plaintiff refuse to withdraw his
17 subpoenas. *Id.*

18 On September 26, 2025, Rokoko’s counsel indicated they would be willing to
19 meet and confer on September 30, 2025 regarding the matters set forth by the Court’s
20 September 9, 2025 Notice. *Id.*, Ex. L; ECF No. 71. Rokoko further requested that
21 the meet and confer include a discussion of the Subpoenas and that a certified court
22 reporter be present to transcribe the meet and confer. Ellena Decl., Ex. L. Plaintiff
23 responded by expressly informing Rokoko that “Subpoena issues [would] not be
24 addressed in the parties’ meet and confer” and that he “object[s] to recording or
25 transcriptions of conferences” as “unnecessary and inappropriate for a Rule 26(f)
26 conference.” *Id.*

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1 On September 29, 2025, Rokoko informed Plaintiff that Plaintiff’s past
2 inaccurate characterizations of teleconferences with Rokoko’s counsel necessitated
3 the use of a certified court reporter to memorialize the September 30 meet and confer.
4 *Id.* Plaintiff reaffirmed his refusal to meet and confer in the presence of a certified
5 court reporter. *Id.*

6 To date, Plaintiff has not responded to Rokoko’s September 25, 2025 Rule 37
7 Meet and Confer Letter regarding the Subpoenas.

8 **III. LEGAL STANDARD**

9 The Federal Rules of Civil Procedure impose significant limits on nonparty
10 discovery and require parties to reduce the burden on nonparties. Fed. R. Civ. P.
11 45(d)(1) (“A party or attorney responsible for issuing and serving a subpoena must
12 take reasonable steps to avoid imposing undue burden or expense on a person subject
13 to the subpoena.”). Fed. R. Civ. P. 45 states that “the court for the district where
14 compliance is required *must* quash or modify a subpoena that...requires disclosure
15 of privileged or other protected matter, if no exception or waiver applies.” Fed. R.
16 Civ. P. 45(d)(3)(A)(iii) (emphasis added). A motion to quash may also be granted
17 where a subpoena requires “disclosing a trade secret or other confidential research,
18 development, or commercial information.” Fed. R. Civ. P. 45(d)(3)(B)(i).
19 Additionally, “[t]he court may, for good cause, issue an order to protect a party or
20 person from annoyance, embarrassment, oppression, or undue burden or expense”
21 and enter an order protecting, limiting, or otherwise, proscribing the method on which
22 the discovery may be taken. Fed. R. Civ. P. 26(c)(1); *see also Monster Energy Co.*
23 *v. Vital Pharm., Inc.*, 2020 U.S. Dist. LEXIS 87320, at *14 (C.D. Cal. March 10,
24 2020) (“A court must also quash or modify a subpoena if it ‘subjects a [non-party] to
25 undue burden’”).

26 District courts have broad discretion in deciding whether to permit or deny
27 discovery. *Sablan v. Dept. of Fin. of Com. Of No. Mariana Islands*, 856 F.2d 1317,

1 1321 (9th Cir. 1988). A court may consider non-party status when determining
2 whether discovery restrictions are necessary. *Monster Energy*, 2020 U.S. Dist.
3 LEXIS 87320 at *15. When considering the relevance of document requests “courts
4 have routinely held that ‘it is a generally accepted rule that standards for non[-]party
5 discovery . . . require a stronger showing of relevance than for simple party
6 discovery.’” *Id.* at *16 (citing *Laxalt v. McClatchy*, 116 F.R.D. 455, 458 (D. Nev.
7 1986)). Additionally, “concern for the unwanted burden thrust upon non-parties is
8 a factor entitled to special weight in evaluating the balance of competing needs’ in a
9 Rule 45 inquiry.” *In re Subpoena to Kingswood Cap. Mgmt., L.P.*, 2024 U.S. Dist.
10 LEXIS 240253, at *5 (C.D. Cal. Dec. 16, 2024) (citing *Cusumano v. Microsoft Corp.*,
11 162 F.3d 708, 717 (1st Cir. 1998)).

12 **IV. ARGUMENT**

13 **A. Rokoko Has Standing To Move To Quash The Subpoenas.**

14 A motion to quash a subpoena may be brought by the subpoena recipient, or it
15 may be brought by a party to the action (if not the recipient), so long as the party
16 “claims some personal right or privilege in respect to the subject matter of [the]
17 subpoena duces tecum directed to a nonparty.” *First Sealord Sur. v. Durkin &*
18 *Devries Ins. Agency*, 918 F. Supp. 2d 362, 382 (E.D. Pa. 2013) (internal quotations
19 omitted); *see also Crispin v. Christian Audigier, Inc.*, 717 F. Supp. 2d 965, 973-974
20 (C.D. Cal. 2010); *Malibu Media, LLC v. Does 1-25*, 2012 WL 2367555, at *2 (S.D.
21 Cal. June 21, 2012) (“[H]owever minimal or exceedingly small ... Defendants’
22 interests here are, parties need only have some personal right or privilege in the
23 information sought to have standing to challenge a subpoena to a third party.”)
24 (internal citations omitted); *Glass Egg Digital Media v. Gameloft, Inc.*, No. 17-cv-
25 04165-MMC (RMI), 2020 WL 906714, at *6, *10 (N.D. Cal. Feb. 25, 2020).

26 Here, Plaintiff has requested communications and documents through the
27 Subpoenas that directly relate to not only Rokoko’s commercial relationships with

1 its investors and other business partners, but also information that relates to the
2 personal email addresses of various employees of Rokoko. *See* Ellena Decl., Exs. A,
3 B (seeking information related to email addresses, including the Rokoko company
4 domain and personal “gmail” domains); Ex. F (seeking personal information,
5 “including e-mail address, phone number, and IP address,” associated with an
6 anonymous Wikipedia account); *see also* Ex. M. Plaintiff’s attempt to circumvent
7 Rokoko’s right to protect its confidential information is improper and provides
8 Rokoko with standing to quash the Subpoenas. *See e.g., Malibu Media*, 2012 WL
9 2367555, at *2; *Glass Egg*, 2020 WL 906714, at *6, *10 (citing prior ruling
10 disregarding argument that defendant did not have standing to quash subpoena, and
11 granting defendant’s motion to quash eleven overly broad and burdensome
12 subpoenas); *see also Meide v. Pulse Evolution Corp.*, 18-cv-1037-J- 34MCR, 2019
13 WL 1518959, at *14-15 (M.D. Fla. Apr. 8, 2019) (holding that defendants had
14 standing to quash subpoena as their personal rights in their financial records, investor
15 identities, and contribution amounts were implicated by subpoenas).

16 **B. The First Attempt Subpoenas Were Issued By Plaintiff In *Pro Per*,**
17 **Not By The Clerk Of Court, And Are Facially Defective.**

18 Pursuant to Fed. R. Civ. P. 45(a)(3), “[t]he clerk must issue a subpoena, signed
19 but otherwise in blank, to a party who requests it. That party must complete it before
20 service. An attorney also may issue and sign a subpoena if the attorney is authorized
21 to practice in the issuing court.” *See also Ekene v. Office L. Fowler*, 2023 U.S. Dist.
22 LEXIS 187409, at *3 (C.D. Cal. April 13, 2023) (“Plaintiff, proceeding pro se, may
23 only serve a subpoena issued by the Clerk of this Court.”); *McGee v. Cnty. of*
24 *Riverside*, 2022 U.S. Dist. LEXIS 193707, at *2 (C.D. Cal. Oct. 21, 2022) (“If a pro
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1 se plaintiff needs to seek information from non-parties, this must be done through a
2 subpoena issued by the Clerk and approved by the Court.”).⁷

3 None of the First Attempt Subpoenas were issued by the Clerk, nor is Plaintiff
4 a licensed attorney. Instead, Plaintiff in *pro per* himself signed on the line clearly
5 delineated “Attorney’s signature” and served them on Rokoko and the non-parties.
6 Ellena Decl., Exs. A-G.

7 Accordingly, the First Attempt Subpoenas are clearly defective on their face
8 and should be quashed for this reason alone.

9 **C. The Subpoenas Seek Rokoko’s Confidential Commercial**
10 **Information And Violate Individual Privacy Interests**

11 Courts have broad discretion to quash or modify a subpoena that seeks the
12 disclosure of “a trade secret or other confidential research, development, or
13 commercial information.” Fed. R. Civ. P. 45(d)(3)(B)(i). The Subpoenas to
14 Corridor, Naver, and Trifork should be quashed because they seek confidential
15 information for improper purposes—to expand discovery in this action beyond
16 proper bounds and pry into Rokoko’s confidential business relationships with its
17 partners. Courts have routinely quashed subpoenas seeking confidential commercial
18 information such as this. *See SPS Techs., LLC v. Briles Aero., Inc.*, 2019 U.S. Dist.
19 LEXIS 241074 (C.D. Cal. June 24, 2019); *In re Subpoenas to Global Music Rights*,
20 2019 U.S. Dist. LEXIS 235809 (C.D. Cal. Jan. 18, 2019).

21 This Court should quash the Subpoenas because they seek a broad array of
22 confidential information about Rokoko’s business, including private
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24 ⁷ This Court’s standing order states “[p]ractice in the federal courts is governed by the Federal
25 Rules of Civil Procedure. You **must** become familiar with these rules. You will be held to the same
26 standards as a lawyer as far as complying with court procedures and the rules and regulations of
27 the court system.” Self-Representation Order, p. 2 (emphasis in original). This rule is not only
28 clearly laid out in the Federal Rules of Civil Procedure but is also clearly stated on the Central
District of California’s webpage at <https://www.cacd.uscourts.gov/court-procedures/filing-procedures/obtaining-subpoena>.

1 communications, third party contracts, and sensitive materials concerning investment
2 decisions. Corridor works as an outside “influencer” on a project by project basis
3 with Rokoko. The terms of those contracts are confidential and have never been
4 made publicly available. Ellena Decl., Ex. M. Naver is an equity share investor in
5 Rokoko and has signed the Shareholder Agreement, which is confidential. *Id.* The
6 only contractual relationship that exists between Trifork and Rokoko is the sale of
7 interest in Coco Care, the details of which are confidential. *Id.* The terms of all of
8 these agreements have always been confidential and not available to the public. *Id.*

9 The Naver and Trifork subpoenas seek “all agreements, payments,
10 communications, or documents” from Naver and Trifork. Ellena Decl., Exs. E, F;
11 ECF No. 81-1, Ex. 15 at p. 63, 67. The bases on which Naver makes investment
12 decisions is proprietary and highly confidential. The inner workings of an investor,
13 including their research, analysis, communications, strategy, and transactions, should
14 not be susceptible to discovery in cases in which they have no direct involvement.
15 Just as Naver’s activities are confidential, Trifork’s purchase of an entity not at issue
16 in this case is likewise confidential and outside the bounds of discovery.

17 Plaintiff’s demands for compliance with the Naver and Trifork subpoenas are
18 also improper insofar as these entities have *already informed Plaintiff that no*
19 *responsive documents exist.* Naver’s objections note that Plaintiff’s Subpoenas are
20 based on “incorrect assumption(s)” regarding Naver Z, and notes that “the requests
21 are irrelevant. . . and improperly directed to the wrong entity.” Ellena Decl., Ex. O.
22 Naver also makes clear that responsive documents are not in Naver Z’s “possession,
23 custody, or control.” *Id.* Counsel for Trifork responded to Plaintiff’s subpoenas by
24 informing Plaintiff that it had “no documents responsive to the subpoena in its
25 possession, custody, or control.” *Id.* Ex. R. Plaintiff had also sent his subpoena to
26 the incorrect Trifork entity. Plaintiff responded to these objections by *demanding*
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1 *compliance* with the subpoenas and threatening to seek sanctions. Ellena Decl., Exs.
2 P, Q, R.

3 Additionally, Plaintiff requests information pertaining to the private emails of
4 four individuals in one of his subpoenas to DocuSign. Ellena Decl., Ex. B; ECF No.
5 81-1, Ex. 15 at p. 61. None of the individuals mentioned in the Subpoenas to
6 Docusign are parties to this case, and courts routinely reject subpoenas seeking
7 information relating to the business relationship between non-parties with other non-
8 parties. *See Moon v. SCP Pool Corp.*, 232 F.R.D. 633, 637-638 (C.D. Cal. 2005).
9 Additionally, these individuals have an individual privacy right in the information
10 requested. *Villanueva v. Cnty. of Los Angeles*, 2025 U.S. Dist. LEXIS 116120, at *4
11 (C.D. Cal. April 14, 2025) (“Federal courts ordinarily recognize a constitutionally-
12 based right of privacy that can be raised in response to discovery requests.”). Here,
13 these broad requests will not produce documents relevant to this case, as these are
14 personal emails. Their private information should be kept private and any
15 information related to Rokoko should be sought from company sources.

16 **D. The Subpoenas Seek Documents That Are Wholly Irrelevant To**
17 **This Action**

18 “Although irrelevance is not among the litany of enumerated reasons for
19 quashing a subpoena found in Rule 45, courts have incorporated relevance as a factor
20 when determining motions to quash a subpoena.” *Moon*, 232 F.R.D. at 637.

21 “Any analysis of ‘relevance’ in the context of discovery must be squarely
22 grounded in the specific claims and defenses at issue in the case.” *New Prime, Inc.*
23 *v. Prime Grp. Holdings LLC*, 2024 U.S. Dist. LEXIS 58322, at *34 (C.D. Cal. March
24 28, 2024); Fed. R. Civ. P. 26(b)(1). When a subpoena is directed to a non-party, the
25 standards for discovery “require a stronger showing of relevance than for simple
26 party discovery.” *Monster Energy*, 2020 U.S. Dist. LEXIS 87320 at *16.

1 Multiple of the Subpoenas seek information that is not related to any claim in
2 this case. Plaintiff directed a subpoena to Wikimedia, stating it was to be used to
3 “uncover the identify of one of the anonymous usernames outright accusing me of
4 defaming your client” in a September 13, 2025 email. Ellena Decl. ¶ 5, Exs. G, L.
5 As stated above, discovery must be grounded in specific claims or defenses in the
6 action, and that is clearly not the case here. *New Prime*, 2024 U.S. Dist. LEXIS
7 58322, at *34. Plaintiff has not pled a cause of action for defamation, nor is
8 defamation an available defense. This Subpoena is simply a fishing expedition
9 Plaintiff is using for a personal vendetta and is wholly irrelevant to the issues in this
10 action.

11 Additionally, the Subpoena directed to Corridor pertaining to a podcast it
12 posted to its channel on July 25, 2025 is similarly irrelevant. Ellena Decl., Ex. C;
13 ECF No. 81-1, Ex. 15 at p. 66. Nevertheless, the Corridor Subpoena seeks “all
14 communications” and “all financial payments” between Rokoko and Corridor.
15 Ellena Decl., Ex. C; ECF No. 81-1, Ex. 15 at p. 66. This information is completely
16 irrelevant to the claims made by Plaintiff in his Complaint. Further, Corridor is a
17 third party that creates its own content; Rokoko was not involved in the creation of
18 the July 25, 2025 podcast in any way.

19 The documents sought from DocuSign, Naver, and Trifork are also irrelevant.
20 They seek “all” information from the non-parties, not just information pertaining to
21 Plaintiff. Ellena Decl., Exs. E, F; ECF No. 81-1, Ex. 15 at p. 63, 67. Plaintiff is not
22 entitled to information that pertains to third parties that is not relevant to this case.
23 Further, Plaintiff has not explained how the information he seeks is relevant. “A
24 subpoena does not seek relevant information simply because it will determine one
25 way or the other whether the non-party has relevant information. That is not the
26 standard for relevance.” *Sky Fin. & Intel., LLC v. Cliq, Inc.*, 2024 U.S. Dist. LEXIS
27 185989, at *3 (C.D. Cal. Sept. 24, 2024).

1 overbroad language, but also lack the specificity necessary to gather relevant
2 documents. Ellena Decl., Exs. A, B, E, F; ECF No. 81-1, Ex. 15 at p. 61-63, 68. For
3 example, the emails that Plaintiff seeks to uncover documents from in his DocuSign
4 Subpoenas include the company email in its entirety, which will no doubt produce
5 documents much more far reaching than this case. Ellena Decl., Ex. A; ECF No. 81-
6 1, Ex. 15 at p. 62. Seeking more than just information pertaining to Plaintiff’s claims
7 is impermissibly overbroad. *See Moon*, 232 F.R.D. at 637-38 (ruling that the
8 subpoena is overbroad because it seeks “information regarding *all* pool winter
9 covers, not only those ‘within the Far East Region,’” which are at issue in the case)
10 (emphasis in original); *Pearson v. Cincinnati Ins. Co.*, 2025 U.S. Dist. LEXIS 92488,
11 at *12-13 (C.D. Cal. April 14, 2025) (granting a motion to quash in part because the
12 subpoena is irrelevant and overbroad in seeking information that is not limited to the
13 damage at issue in the case and extends to other projects and clients). By seeking
14 “all” information from the non-parties, Plaintiff seeks documents that have nothing
15 to do with this litigation or his claims and that fall outside the permissive scope of
16 discovery.

17 The Subpoenas to Internet Archive are similarly overbroad. Plaintiff requests
18 all information from January 1, 2020 to present, yet explains that “[t]he spirit of this
19 subpoena is to detect and explain the sudden disappearance of this evidence mid-
20 litigation (~May 2025).” Ellena Decl., Ex. D; ECF No. 81-1, Ex. 15 at p. 60. While
21 there is no evidence that information has “disappeared” during this litigation
22 whatsoever, Plaintiff’s own subpoena demonstrates how overbroad his request is and
23 that it could return significant amounts of irrelevant information.⁸

24 Additionally, as explained above, the documents Plaintiff seeks are not
25 relevant to this litigation. When a party seeks irrelevant information, “then any

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27 ⁸ Rokoko expressly reserves “the right to update, change or replace any part of these Terms of
28 Service by posting updates and/or changes to our website.” *See* <https://www.rokoko.com/terms>.

1 burden whatsoever imposed would be by definition ‘undue.’” *Kingswood Cap.*
2 *Mgmt.*, 2024 U.S. Dist. LEXIS 240253, at *6 (citing *Compaq Computer Corp. v.*
3 *Packard Bell Elec., Inc.*, 163 F.R.D. 329, 335-36 (N.D. Cal. 1995)); *see also Soc.*
4 *Ranger, LLC v. Facebook, Inc.*, 2016 U.S. Dist. LEXIS 203547, at *5 (N.D. Cal.
5 Nov. 4, 2016) (“when a subpoena seeks information that is not relevant, or otherwise
6 not properly discoverable, then the burden it imposes, however slight, is necessarily
7 undue: why require a party to produce information the requesting party has no right
8 to obtain?”) (citation omitted).

9 **F. The Second Attempt Subpoenas Seek Clearly Privileged**
10 **Information**

11 Fed. R. Civ. P. 45(A)(iii) requires that the court “quash or modify a subpoena
12 that: . . . requires disclosure of privileged or other protected matter, if no exception or
13 waiver applies.” The subpoenas to Corridor, Naver Z, and Trifork demanding the
14 production of “all communications. . . regarding the lawsuit, discovery, subpoenas,
15 production of documents and/or admissions” is an attempt by Plaintiff to obtain
16 information clearly protected by the attorney-client privilege and work-product
17 doctrine. ECF. No. 81-1, Ex. 15 at p. 58, 64-65. These subpoenas should be quashed
18 on the grounds of privilege, as well as for overbreadth, irrelevance, and undue burden
19 as discussed above.

20 **G. This Court Should Issue A Protective Order Barring Plaintiff From**
21 **Serving Further Subpoenas Without Approval From The Court**

22 For the reasons stated above, this Court should issue a protective order
23 preventing Plaintiff from issuing any other defective, irrelevant, and unduly
24 burdensome subpoenas without prior approval from the Court. Fed. R. Civ. P.
25 26(c)(1) permits a court to issue a protective order “to protect a party or person from
26 annoyance, embarrassment, oppression, or undue burden or expense,” and allows the
27 Court to “forbid[] the disclosure or discovery” and “forbid[] inquiry into certain

1 matters, or limit[] the scope of disclosure or discovery to certain matters.” Fed. R.
2 Civ. P. 26(c)(1)(A) & (D). When deciding to issue a protective order preventing or
3 limiting discovery, courts can consider “the relevance of the requested materials,
4 breadth of the requests, potential harm of disclosure to the movant, and the movant’s
5 reasonable privacy interests in the materials.” *Pate v. Pac. Harbor Line, Inc.*, 2023
6 U.S. Dist. LEXIS 52632, at *28-29 (C.D. Cal. Feb. 6, 2023). District Courts have
7 broad discretion in granting protective orders and preventing the disclosure of
8 materials and information. *Phillips ex rel. Estates of Byrd v. Gen. Motors Corp.*, 307
9 F.3d 1206, 1211 (9th Cir. 2002).

10 As made clear above, the information Plaintiff seeks is irrelevant and
11 significantly overbroad. Rokoko, the non-parties, and the individuals mentioned in
12 the Subpoenas also have a clear privacy interest in their own personal and business
13 information, nearly all of which does not pertain to Plaintiff or this action in any way.
14 Further, Rokoko is forced to brief and defend the need to quash these Subpoenas each
15 time Plaintiff disregards the rules and issues them, creating a substantial time and
16 monetary expense.

17 If Plaintiff is not barred from making these defective requests, he will continue
18 to do so, harassing Rokoko and causing an undue burden on non-parties in this case.
19 This is made clear by the fact that when Plaintiff has previously been told that his
20 subpoenas are improper, his response was “I will not withdraw the subpoenas. In fact,
21 I’m drafting even more.” Ellena Decl. at ¶ 4, Ex. J. Moreover, Plaintiff’s threats to
22 seek sanctions on a non-party whose counsel has confirmed that no responsive
23 documents exist is well outside the bounds of the spirit of litigation discovery. The
24 grace given to a *pro se* litigant’s shortcomings does *not* permit Plaintiff to wholly
25 disregard the rules of this Court: “*Pro se* litigants must follow the same rules of
26 procedure that govern other litigants.” *King v. Atiyeh*, 814 F.2d 565, 567 (9th Cir.

1 1987). Plaintiff’s misappropriation of the civil discovery procedure to harass and
2 impede Rokoko and non-parties to this action must end today.⁹

3 **V. CONCLUSION**

4 For the foregoing reasons, Rokoko respectfully requests that the Court enter
5 an order quashing the Subpoenas and issue a protective order.

7 DATED: October 15, 2025

REED SMITH LLP

8
9 By: /s/ Katherine J. Ellena
Katherine J. Ellena
10 Michael Galibois (*pro hac vice*)
Emily Graue (*pro hac vice*)

11 *Attorneys for Defendant*
12 *Rokoko Electronics*

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25 ⁹ In each of his filings in this case to date, Plaintiff continues to disregard this Court’s instruction
26 that “[a]ny party who uses generative artificial intelligence (such as ChatGPT,Harvey, CoCounsel,
27 or Google Bard) to generate any portion of a brief, pleading, or other filing must attach to the filing
28 a separate declaration disclosing the use of artificial intelligence and certifying that the filer has
reviewed the source material and verified that the artificially generated contact is accurate and
complies with the filer’s Rule 11 obligations.” See Hon. R. Oliver Procedures, 14.

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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Defendant Rokoko Electronics, certifies that this Memorandum of Points and Authorities contains 5,659 words, which complies with the word limit of L.R. 11-6.2.

DATED: October 15, 2025

/s/ Katherine J. Ellena
Katherine J. Ellena