

1 MATTHEW R. WALSH
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3 SANTA CLARITA, CA 91387
4 (661) 644-0012

5 Plaintiff In Pro Per,

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

MATTHEW R. WALSH

Plaintiff In Pro Per,

vs.

ROKOKO ELECTRONICS
(AND DOES 1 THROUGH 50,
INCLUSIVE)

Defendant

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

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

Date: November 19, 2025

Time: 10:00 a.m.

Place: Dept. 590

**DECLARATION ISO OBJECTION
TO DEFENDANTS MOTION TO
QUASH – SECTION A**

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**DECLARATION ISO OBJECTION TO DEFENDANTS MOTION TO
QUASH – SECTION A**

I, Matthew R. Walsh, declare as follows:

16 I am the Plaintiff in this action. I have personal knowledge of the facts set
17 forth herein and, if called as a witness, could and would testify competently
18 thereto.

19 In the interest of judicial economy, the point by point rebuttals/objections to
20 Defendant's motion to quash have been collapsed into section letter-delimited
21 declarations A through G to correspond with the opposition and Defendants
22 motion.

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24 **Re: (A) Rokoko Has Standing To Move To Quash The Subpoenas.**

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26 1. **Claim:** *"Meet and Confer Attempts Remain Futile"*

27 **Reality:** Correct – because Counsel refuses to participate. Counsel has
28 been warned multiple times by the Court for refusing/failing to meet and
29 confer. This is well documented. Further, they have refused outright to
30 meet and confer whatsoever in the future as detailed in almost every one
31 of Plaintiff's filings but more recently even in Plaintiff's Motion to
32 Compel (Dkt #80, (p2, L32), (p11, L207).

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34 2. **Claim:** *"Rokoko further requested that the meet and confer include a*
35 *discussion of the Subpoenas and that a certified court reporter be present*

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to transcribe the meet and confer.”

Reality: NOT requested – **required**. Defendant unilaterally **required** a court reporter to be present during a 26(f) and further required that it also become a 7-3 and 37-1 or they would not participate. They did this on purpose to prevent the 26(f) from ever occurring and stop discovery cold. Of significant import, this same exact behavior was last seen in [Wilbert v. Pyramid Healthcare, Inc] and the attorneys were disqualified and sanctioned. (Dkt #80, p.13). **This is expressly and routinely disallowed by the Court.**

3. **Claim:** *“Plaintiff has not responded to Rokoko’s September 25, 2025 Rule 37 Meet and Confer Letter regarding the Subpoenas”*

Reality: Incorrect. Plaintiff responded by e-mail on September 26 and stated it would be later in the week as 37-1 allows a 10-day scheduling window. (Exhibit B). Plaintiff responded twice on the record making the Court fully aware that the letter was filled with the same AI generated/fabricated caselaw in which **Defendant is still using within this very motion.** (Dkt #77), (Dkt #80-4).

55 4. **Claim:** *“Here, Plaintiff has requested communications and documents*
56 *through the Subpoenas that directly relate to not only Rokoko’s*
57 *commercial relationships with its investors and other business partners,*
58 *but also information that relates to the personal email addresses of*
59 *various employees of Rokoko.”*

60 **Reality:** Rokoko’s senior staff uses their personal e-mail accounts to sign
61 business contracts via DocuSign. Once Alter-Ego and veil piercing was
62 plead by Plaintiff, it became more common. A prior DocuSign subpoena
63 uncovered this fact. (Exhibit A). Additionally, each member of the senior
64 staff is also an intended DOE Defendant, named since the Complaint,
65 making them wholly within the scope of this case.

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67 5. **Claim:** *“Plaintiff’s attempt to circumvent Rokoko’s right to protect its*
68 *confidential information is improper and provides Rokoko with standing*
69 *to quash the Subpoenas”*

70 **Reality:** Defendant says **everything** is confidential. They have refused to
71 answer RFA’s, RFP’s, Interrogatories, provide any counter evidence to
72 date, answer basic questions, etc. This is a fraud and IP theft case.

73 “Confidentiality” is not a shield when fraud is alleged and clearly
74 evidenced. In the interest of judicial economy, please see (Dkt #80, p.19,

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L.374)

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

Reality: Entirely moot point which Defendant’s raise like it is a critical linchpin in the case. It’s not. As even stated in Rule 45(a)(3), The clerk signs *“otherwise blank subpoenas”*, in any amount provided at will with no verification or processes behind it. As such, no circumvention of law or bad faith is even possible. The lack of clerk signature/stamp was an honest mistake from a pro per who misinterpreted a statement in (Dkt #11) which stated *“You will be held to the same standards as a lawyer as far as complying with court procedures and the rules and regulations of the court system”*. That statement was mistaken in good faith and understood literally without the nuance of special pro se rules. Further, It was promptly cured by **(first)** bringing those subpoenas to the clerk for signature/stamp issuance **(second)** reissuing them to the parties and; **(third)** providing notice to Defendant of the cure who then continued on

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to pretend like they had never received them and instead continuing to make false statements to the Court regarding them.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 16, 2025, in Santa Clarita, California.



Matthew R. Walsh
Plaintiff in pro per