

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 C**

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

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.

23

24 **Re: (C) The Subpoenas Seek Rokoko’s Confidential Commercial Information**

25 **And Violate Individual Privacy Interests**

26

27 1. **Claim:** *“The Subpoenas to Corridor, Naver, and Trifork should be*  
28 *quashed because they seek confidential information for improper*  
29 *purposes—to expand discovery in this action beyond proper bounds and*  
30 *pry into Rokoko’s confidential business relationships with its partners.”*

31 **Reality:** Those parties have been named since the Complaint (Compl. ¶  
32 89-91); (Compl. Ex. 87, 97, 98, 154). They are intended DOES, allegedly  
33 complicit in a RICO enterprise of IP theft and resale as plead since day  
34 one (Compl. ¶ 96-98). This has already been addressed in Plaintiff’s

35 motion to compel please see (Dkt #80 p.18-27)

36

37 2. **Claim:** *“This Court should quash the Subpoenas because they seek a*  
38 *broad array of confidential information about Rokoko’s business,*  
39 *including private”*

40 **Reality:** No, they don’t. The subpoenas are narrowly tailored to intended  
41 DOES who are allegedly part of a plead RICO enterprise (Compl. ¶ 96-  
42 98). The subpoenas are narrow in asks and time. This has already been  
43 addressed in Plaintiff’s motion to compel please see (Dkt #80 p.18-27)

44

45 3. **Claim:** *“Corridor works as an outside “influencer” on a project by*  
46 *project basis with Rokoko. The terms of those contracts are confidential*  
47 *and have never been made publicly available”*

48 **Reality:** Corridor admitted to conversing with Defendant actively while  
49 on-air to their 10M subscribers smearing and defaming Plaintiff about  
50 this case, his mental stability, mental capacity, professional capacity and  
51 more (Dkt #73, p.14, L.247) simultaneously while Defendant claimed  
52 before this court after doing so that it was Plaintiff harassing *them*. As far  
53 as Defendant claiming the terms of those contracts are confidential and  
54 have never been made publicly available... Not only has Corridor openly

55 stated the same, even on air during that podcast (Dkt #73, Exhibit 22-1),  
56 but Defendant’s Counsel themselves admitted to it (Dkt #75 p.20 L20).  
57 The subpoena is intended to retrieve information to: **(first)** resolve  
58 Defendant’s harassment claims **(second)** provide evidentiary information  
59 for Plaintiff to seek sanctions against Defendant **(third)** To seek a  
60 protective order against Defendant and Corridor alike and; **(fourth)** Seek  
61 prompt relief from both parties continued defamation against Plaintiff  
62 which not only prejudices him personally and professionally but is  
63 actively prejudicing this case by weaponizing their 10M subscribers who  
64 actively harass Plaintiff regarding it and the statements both Defendnat  
65 and Corridor are wholly responsible for. **(finally)** Even here, Defendant  
66 admits they hired Corridor to defame Plaintiff, they simply do not want  
67 to be held liable for doing so.

68  
69 4. **Claim:** “*Naver is an equity share investor in Rokoko and has signed the*  
70 *Shareholder Agreement, which is confidential. Id. The only contractual*  
71 *relationship that exists between Trifork and Rokoko is the sale of interest*  
72 *in Coco Care, the details of which are confidential. Id. The terms of all of*  
73 *these agreements have always been confidential and not available to the*  
74 *public.*”

75           **Reality:** The terms of those agreements are -- in fact -- *very* public. The  
76 terms of which are even present in the initial Complaint (Compl. Ex. 87,  
77 97, 98, 154). Those parties parties are intended DOE Defendants and  
78 recipients of Plaintiff’s misappropriated intellectual property; CoCo Care  
79 is Defendant’s Alter-Ego as plead (Compl. ¶ 84-91) and highly evidenced  
80 throughout this proceeding.

81

82           **5. Claim:** *“The bases on which Naver makes investment decisions is*  
83 *proprietary and highly confidential.”*

84           **Reality:** Misappropriating Plaintiff’s intellectual property and infringing  
85 upon it is not an ‘investment decision’; it is a civil tort and by the way it  
86 was conducted, involves multiple Federal and international crime  
87 statutes. Naver-Z paid Defendant ~\$93M for the ability to misappropriate  
88 Plaintiff’s intellectual property for their Metaverse platform Zepeto. It’s  
89 not confidential, it’s common knowledge to anyone with a few minutes  
90 of time and Google and has been plead throughout this proceeding.

91

92           **6. Claim:** *“Trifork’s purchase of an entity not at issue in this case is*  
93 *likewise confidential and outside the bounds of discovery”*

94           **Reality:** “an entity” is a mischaracterization. From the outset of this

95 action, that entity has been identified and evidenced as Defendant’s alter-  
96 ego (Compl. ¶ 84-91) and a direct recipient of Plaintiff’s misappropriated  
97 intellectual property—a RICO style enterprise (Compl. Ex. 87, 97, 98,  
98 154) through which Defendant’s valuation has exceeded \$250 million in  
99 part due to that misuse and all parties continuing to profit well into the  
100 hundreds of millions of dollars. Both Trifork and ‘the acquired entity’  
101 have been named as intended DOES defendants and are squarely laser  
102 focused within the scope of discovery. **But for Defendant’s use of that**  
103 **alter-ego structure to conceal and profit from Plaintiff’s IP, and**  
104 **Defendant’s refusal to answer any RFA’s, RFP’s and Interrogatories**  
105 **this subpoena would not have been necessary.**

106  
107 7. **Claim:** *“Plaintiff’s demands for compliance with the Naver and Trifork*  
108 *subpoenas are also improper insofar as these entities have already*  
109 *informed Plaintiff that no responsive documents exist.”*

110 **Reality:** Both Naver and Trifork initially stated—while copying  
111 Defendant’s counsel—that neither they nor any subsidiary had ever  
112 interacted with Defendant. When confronted with documentary evidence,  
113 including public admissions, DocuSign contracts, and Defendant’s own  
114 filings (*see Dkt. 75*), they reversed course and refused production. Their

115 denials conflict with the record and appear designed to obstruct discovery  
116 of the same transactions underlying Defendant’s willful DMCA  
117 violations. **But for their coordinated refusal to produce documents**  
118 **confirming these relationships, and Defendants refusal to answer any**  
119 **RFA’s, RFP’s and Interogatories the subpoenas would not have been**  
120 **necessary.**

121  
122 8. **Claim:** *“Plaintiff had also sent his subpoena to the incorrect Trifork*  
123 *entity.”*

124 **Reality:** Incorrect. Plaintiff served the correct entity which has been  
125 evidenced in his Motion to Compel (Dkt #80). The documents and  
126 information sought are well within Trifork’s custody as a Court order to  
127 compel would certainly prove.

128  
129 9. **Claim:** *“Additionally, Plaintiff requests information pertaining to the*  
130 *private emails of four individuals in one of his subpoenas to DocuSign.”*

131 *... “these broad requests will not produce documents relevant to this*  
132 *case, as these are personal emails.”*

133 **Reality:** Defendants used their personal email accounts to execute  
134 business contracts for both Rokoko Electronics and their alter-ego

135 entities, CoCo Care and Rokoko Care, which share commingled  
136 operations (Exhibit B). Since litigation began, Defendants have continued  
137 using these personal accounts for business communications related to this  
138 case. As named parties and intended Does subject to personal liability,  
139 they cannot shield discoverable business communications behind  
140 “personal” email accounts. **But for Defendants’ deliberate use of**  
141 **personal channels to conduct business, this discovery would not be**  
142 **necessary.**

143  
144 I declare under penalty of perjury under the laws of the United States of America  
145 that the foregoing is true and correct.

146  
147 Executed on October 16, 2025, in Santa Clarita, California.

148 

149 Matthew R. Walsh  
150 Plaintiff in pro per

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