

September 25, 2025

By Electronic Mail

Matthew R. Walsh
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Santa Clarita, CA 91387
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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.

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.

C. The Subpoenas Seek Documents That Are Wholly Irrelevant To This Action

“Although irrelevance is not among the litany of enumerated reasons for quashing a subpoena found in Rule 45, courts have incorporated relevance as a factor when determining motions to quash a subpoena.” *Moon v. SCP Pool Corp.*, 232 F.R.D. 633, 637 (C.D. Cal. 2005). “Any analysis of ‘relevance’ in the context of discovery must be squarely grounded in the specific claims and defenses at issue in the case.” *New Prime, Inc. v. Prime Grp. Holdings LLC*, 2024 U.S. Dist. LEXIS 58322, at *34 (C.D. Cal. March 28, 2024); *see also* Fed. R. Civ. P. 26(b)(1). When a subpoena is directed to a non-party, the standards for discovery “require a stronger showing of relevance than for simple party discovery.” *Monster Energy Co. v. Vital Pharm., Inc.*, 2020 U.S. Dist. LEXIS 87320, at *16 (C.D. Cal. March 10, 2020).

Multiple of the Subpoenas you issued seek information that is not related to any claim in this case. You stated that the subpoena you issued to Wikimedia was to “uncover the identity of one of the anonymous usernames outright accusing me of defaming your client” in a September 13, 2025 email. As stated above, discovery must be grounded in specific claims or defenses in the action, and that is clearly not the case here. *New Prime*, 2024 U.S. Dist. LEXIS 58322, at *34. You have not pled a cause of action for defamation. This subpoena is simply a fishing expedition being used for a personal, unsupported vendetta and is wholly irrelevant to the issues in this action.

Additionally, the subpoena directed to Corridor pertaining to a podcast it apparently posted on July 25, 2025 discussing this case is similarly irrelevant to the claims asserted in this action. Further, Corridor is a third party that creates its own content. Rokoko was not involved in the creation of that podcast in any way. You will not be allowed to go on a fishing expedition for irrelevant documents simply because you are personally affronted that third parties commented on information that you made publicly available and invited commentary on.

The documents sought from DocuSign, Naver Z, and Trifork are also irrelevant. “A subpoena does not seek relevant information simply because it will determine one way or the other whether the non-party has relevant information. That is not the standard for relevance.” *Sky Fin. & Intel., LLC v. Cliq, Inc.*, 2024 U.S. Dist. LEXIS 185989, at *3 (C.D. Cal. Sept. 24, 2024).

D. The Subpoenas Are Overbroad And Unduly Burdensome

Rule 45 states that a court must quash or modify a subpoena that, inter alia, “subjects a person to undue burden.” See Fed. R. Civ. P. 45(d)(3)(A). The “‘concern for the unwanted burden thrust upon non-parties is a factor entitled to special weight in evaluating the balance of competing needs’ in a Rule 45 inquiry.” *In re Subpoena to Kingswood Cap. Mgmt., L.P.*, 2024 U.S. Dist. LEXIS 240253, at *6 (C.D. Cal. Dec. 16, 2024).

The Subpoenas here are grossly overbroad. A subpoena is facially overbroad where the subpoena uses language that has no meaningful limitation. One example of such a subpoena is one seeking “any documents” that “relate to” a particular topic. *See Premer v. Corestaff Services, L.P.*, 232 F.R.D. 692 (M.D. Fla. 2005) (finding “[documents] which regard or reference” facially overbroad); *Stewart v. Mitchell Transport*, U.S. Dist. LEXIS 12958 (D. Kan. July 11, 2002) (finding “[documents] regarding”

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,

A handwritten signature in black ink, appearing to read "Katherine J. Ellena". The signature is fluid and cursive, with the first name being the most prominent.

Katherine J. Ellena
Reed Smith LLP

KJE:jv