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**IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT**

RUSSELL ROPE,
Petitioner,

vs.

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES,**
Respondent,

COINBASE, INC.,
Real Party in Interest.

Case No. _____
Trial Court Case No. 25STCV16692
Hon. Rupert A. Byrdsong, Dept. 28

APPENDIX - EXHIBIT VOLUME 2 OF 4

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- ★**C1** — Timeline; **C2** — Register of Actions (ROA)
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EXHIBIT G1

Defendant's Petition to Compel Arbitration Separated From Long Declarations + Exhibits

Dated: August 20, 2025

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RUSSELL ROPE, an individual,

Plaintiff,

v.

COINBASE, INC., & DOES 1 through 20,

Defendant.

Case No. 25STCV16692

**DEFENDANT COINBASE, INC.'S NOTICE
OF PETITION AND PETITION TO COMPEL
ARBITRATION AND MOTION TO STAY
PROCEEDINGS; MEMORANDUM OF
POINTS AND AUTHORITIES**

Date: November 26, 2025
Time: 8:30 a.m.
Dept.: 28

Reservation ID: 091839116039

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on November 26, 2025, at 8:30 a.m., or as soon thereafter as the matter may be heard, in Department 28 of the above-entitled Court, located at 111 N. Hill Street, Los Angeles, CA 90012, Defendant Coinbase, Inc. (“Coinbase”) hereby petitions and moves this Court to issue an order (1) compelling Plaintiff Russell Rope to submit his claims against Coinbase to arbitration and (2) staying those claims in this case pending a ruling on this Petition and through completion of the arbitration.

Coinbase makes this Petition pursuant to the Federal Arbitration Act, 9 U.S.C. Section 1 *et seq.*, on the grounds that Plaintiff is bound by a written agreement to arbitrate, and that agreement encompasses both the claims Plaintiff asserts against Coinbase in this case and the issue of their arbitrability. Coinbase moves for a stay until the arbitration concludes pursuant to the Federal Arbitration Act, 9 U.S.C. § 3, and Code Civ. Proc., § 1281.4.

Coinbase has requested that Mr. Rope submit his claims voluntarily to arbitration, and he has declined. (Declaration of Josephine Petrick (“Petrick Decl.”) ¶¶ 10–12.)

This Petition is based on this Notice, the Memorandum of Points and Authorities set forth below, the accompanying Declaration of Jerry Nacoste (“Nacoste Decl.”), Declaration of Josephine Petrick and their respective exhibits, the accompanying Request for Judicial Notice and its exhibits, any Reply filed by Coinbase, all of the Court’s records and files in this action, and upon such other and further argument and authorities as may be presented before or at the time of the hearing on this matter.

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I. INTRODUCTION

This dispute belongs in arbitration. When Plaintiff Russell Rope began using Coinbase’s platform, he agreed to its User Agreement, including its arbitration provision. It requires that “any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services or of the Coinbase Site, any Communications you receive, any products sold or distributed through the Coinbase Site, the Services, or the User Agreement ... will be resolved by binding arbitration.” (Nacoste Decl. ¶ 10, Ex. 3 at Appx. 5, § 1.1.) It also provides that the arbitrator must decide any issues of enforceability, revocability, scope, and validity of the arbitration agreement. (*Id.* § 1.6.)

Rope’s claims arise out of his use of Coinbase’s Web3 Wallet product, which Coinbase is discontinuing. Rope alleges he will lose his digital artwork (non-fungible tokens, or NFTs) that he stores in his Web3 Wallet because he lost access to the private key required to access it. By design, only Rope has access to his private key, which is securely stored on his device. To recover access to his private key, Rope, like every other user, must prove that he is who he says he is using Coinbase’s biometric identification. This is an essential security feature. Though Rope agreed to biometric verification when he registered with Coinbase, he refuses to do so to recover his NFTs. For this Rope advances shifting rationales, ranging from an intellectual property argument (he alleges images of his face are valuable art) to security concerns to religious objections.

Rope asserts various causes of action all arising from his use of Coinbase’s services and his demand to access his Web3 Wallet without submitting to standard biometric verification. Rope is therefore required to arbitrate those causes of action. And because the arbitration clause contains a delegation clause, Rope’s challenges to the validity of the arbitration clause must be determined by an arbitrator. Even so, Coinbase’s arbitration agreement is routinely enforced against unconscionability and similar challenges that Rope alleges here. This Court should grant the petition to compel arbitration and stay this action until the arbitration concludes.

II. FACTUAL BACKGROUND

A. Rope agrees to Coinbase’s User Agreement, including its arbitration clause.

Coinbase hosts an online platform for buying, selling, and transferring cryptocurrencies like Bitcoin and Ethereum. (Nacoste Decl. ¶ 2.) To access Coinbase’s services, including the ability to buy,

sell, or convert cryptocurrency, prospective users must create an account. (Nacoste Decl. ¶ 9.)

On November 26, 2023, Rope created a Coinbase account and accepted the United States Coinbase User Agreement. (Nacoste Decl. ¶¶ 9–11 & Exs. 3, 4.) To create his Coinbase account, Coinbase required that Rope click a box certifying that he agreed to the terms of Coinbase’s November 8, 2023 User Agreement. (Nacoste Decl. ¶¶ 7–10, Ex. 2.) The User Agreement was hyperlinked and displayed in blue text for Rope’s review. (Nacoste Decl. ¶ 8, Ex. 2.) By clicking on the link, a user can review the User Agreement prior to accepting its terms. (*Ibid.*) Rope accepted the User Agreement via Coinbase’s mobile phone application on November 26, 2023 at 3:47 PM. (Nacoste Decl. ¶ 7, Ex. 1.)

The November 2023 User Agreement governs Rope’s use of the services provided by Coinbase. (Nacoste Decl. ¶ 10, Ex. 3 at p. 1 [“This User Agreement ... governs your use of the services provided by Coinbase described below and such other services that may be offered by Coinbase from time to time.”].)¹ One of those services is the Web3 Wallet (referred to as the “Dapp Wallet” in the User Agreement). (Nacoste Decl. ¶¶ 12–15 & Ex. 3 at Appx. 4, § 8.)

The User Agreement contains a broad arbitration provision (the “Arbitration Agreement”), which requires that “any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services or of the Coinbase Site, any Communications you receive, any products sold or distributed through the Coinbase Site, the Services, or the User Agreement ... will be resolved by binding arbitration....” (Nacoste Decl. ¶ 10, Ex. 3 at Appx. 5, § 1.1; see also *id.* § 7.3 [“You agree to be bound by the Arbitration Agreement in Appendix 5....”].)

The Arbitration Agreement is prominently advertised in the User Agreement. On the first page of the User Agreement, Coinbase warns that “**APPENDIX 5 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES ... THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION.**” (Nacoste Decl. ¶ 10, Ex. 3 at p. 1.) The Arbitration Agreement’s jury trial waiver contains a bolded, underlined, and all-capitalized warning that the user is waiving his right to “have a trial in front of a judge or a jury.” (Nacoste Decl. ¶ 10, Ex. 3 at Appx. 5, § 1.2.)

¹ The User Agreement has been updated since Rope last accessed his Coinbase account, but the November 2023 User Agreement is the version to which Rope assented. (See Nacoste Decl. ¶ 7, 10 & Ex. 1, 3.)

The User Agreement recites that it “evidences a transaction involving interstate commerce” and that “the Federal Arbitration Act, 9 U.S.C. § 1 *et. seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings.” (Nacoste Decl. ¶ 10, Ex. 3 at Appx. 5, § 1.4.) It further provides that the “arbitration will be administered by the American Arbitration Association (‘AAA’), in accordance with the Consumer Arbitration Rules (the ‘AAA Rules’) then in effect, except as modified by this section of this Arbitration Agreement.” (Nacoste Decl. ¶ 10, Ex. 3 at Appx. 5, § 1.4 [providing hyperlink to AAA Rules].)

The Arbitration Agreement also includes a delegation clause, which provides that issues of enforceability, revocability, scope, and validity shall be decided by the arbitrator:

1.6. Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement....

(Nacoste Decl. ¶ 10, Ex. 3 at Appx. 5, § 1.6.)

If a user does not agree with any terms (including amended terms) in the User Agreement or arbitration clause, users’ sole and exclusive remedy is to close their accounts and discontinue using the services. (See Nacoste Decl. ¶ 10 & Ex. 3 at p. 1; *id.* Ex. 3 at Appx. 5 § 1.9.)

B. At signup, Rope also agrees to Coinbase’s Privacy Policy, which reserves Coinbase’s right to require biometric verification.

When Rope registered with Coinbase, he also agreed to Coinbase’s Privacy Policy dated May 2, 2023 (the “Privacy Policy”), which is incorporated into the User Agreement and presented via hyperlink during the account creation process. (Nacoste Decl. ¶ 10, Ex. 3 at p. 1 & § 1.3; see also *id.* ¶ 11 & Ex. 4 at §§ 1–2, 1.3 & Appx. 1.)

The User Agreement and Privacy Policy in effect when Rope registered with Coinbase advised users that Coinbase may request their live photos to verify users’ identities. (Nacoste Decl. Ex. 3 § 1.3 [User Agreement]; *id.* Ex. 4 [Privacy Policy] at pp. 2, 9.) The User Agreement provides that upon registration, “or at any other time deemed necessary by Coinbase, you agree to provide us with the information we request for the purposes of identity verification[,]” which includes government identification and “biometric information.” (Nacoste Decl. Ex. 3 § 1.3.) This is necessary to “protect

Coinbase and the community from fraudulent users” and “to keep appropriate records of Coinbase’s customers” for purposes of KYC/AML laws. (*Id.* at Appx. 1; see also *ibid.* [to complete transactions, users must submit photo identification and “[s]ubmit a picture of yourself or a selfie from your webcam or mobile phone.”].) Likewise, the Privacy Policy provides that the company collects “[b]iometric information generated based on photos or videos you provide us in order for us to verify your identity.” (Nacoste Decl. Ex. 4 at p. 2.) Coinbase “retain[s] biometric information ... for the period required for financial regulatory compliance as required by applicable law.” (*Ibid.*) This information is deleted when a user closes their account or makes a request through the privacy rights dashboard. (*Ibid.*)

When Rope registered with Coinbase, he verified his identity with a California Driver’s License Real ID. (Compl. ¶ 29; RJN Ex. 2 [First Rope Decl.] ¶¶ 3–5; Nacoste Decl. ¶ 7 & Ex. 1.)

C. Rope uses a Coinbase Web3 Wallet, which, like other self-custody products, gives users control over their digital assets.

Coinbase Web3 Wallet is a self-custody (a.k.a. non-custodial) wallet that gives users control over their digital assets, including cryptocurrencies and NFTs. (Nacoste Decl. ¶ 12; see *id.* Ex. 3 [User Agreement] § 8 at pp. 33–35 [Dapp provisions].) Unlike the Coinbase exchange, which is a centralized platform that holds users’ funds, the Coinbase Web3 Wallet allows users to manage their private keys, which are essential for accessing and controlling their digital assets. (Nacoste Decl. ¶ 12.) This means that users are responsible for securing their recovery phrase (also known as a seed phrase) and private keys. (Nacoste Decl. ¶ 12.)

According to Rope, he holds in his Web3 Wallet a portfolio of approximately 4,000 NFTs that he created and intends someday to offer for sale. (Compl. ¶¶ 7, 24–27.)

D. Coinbase gives users advance notice that its Web3 Wallet is being discontinued.

The User Agreement reserved Coinbase’s right to terminate services at any time and for any reason. (Nacoste Decl. ¶ 10, Ex. 3 at § 1.2 [“We may, in our sole discretion, refuse to open a Coinbase Account, suspend or terminate any Coinbase Account, suspend or terminate the sending of Digital Assets from your account, or suspend or terminate the trading of Digital Assets in your account.”].)

Consistent with this reservation of rights, in April 2025, Coinbase notified its Web3 Wallet users that it was discontinuing the service and it would not be available as of June 30, 2025. (Nacoste Decl.

¶ 13.) It provided detailed guidance to users on how to transfer their digital assets out of their Web3 Wallets and into a different product or platform. (Nacoste Decl. ¶¶ 13–14, Ex. 6.)

E. Rope loses the private key needed to access his Web3 Wallet and refuses to submit to Coinbase’s security measures that will allow him to recover his on-device key.

Rope lost the private key needed to access his Web3 Wallet, which is stored in the Coinbase app on his device. (See RJN Ex. 3 [H’g Tr. Jul. 3, 2025] at 7:6–7 [explaining his position that Coinbase should have to “assist in the recovery of the passkey from my device”]; see also RJN Ex. 4 [H’g Tr. Jul. 7, 2025] at 14:23–15:3 [Rope explains the key is on his device but he is unable to access it].) No one—including Coinbase—has access to Rope’s private key but him. (Nacoste Decl. ¶ 12.)

According to Rope, on April 19, 2025, he was unable to access his Web3 Wallet and was prompted to initiate account recovery. (RJN Ex. 2 [Rope June 10, 2025 Decl.] ¶ 17, citing Compl. ¶ 10.) Rope was required to provide a live photograph of his face to complete the account recovery process. (RJN Ex. 2 [Rope June 10, 2025 Decl.] ¶ 18.) Rope refused. (Compl. *passim*.)

F. Rope offers shifting rationales for his objection to biometric verification.

Rope contacted Coinbase support to dispute the biometric verification requirement. (RJN Ex. 2 [Rope June 10, 2025 Decl.] ¶ 19.) Rope refused to verify his identity using a live scan of his face, claiming that this would be a “self-portrait” and a “rare, unique, and therefore valuable artwork.” (Compl. ¶ 81.) Rope later claimed that his objection to Coinbase’s security measure was to prevent “biometric phishing.” (E.g., Compl. ¶ 47.) In his most recent court submission, Rope claimed a religious basis for his objection. (Petrick Decl. ¶ 6 & Ex. 5 [“Declaration of Spiritual Belief”]); RJN Ex. 5)

G. Rope attempts to circumvent Coinbase’s security measures by uploading old and fake images of himself and misrepresenting his identity as a “federal attorney.”

Rope admits he attempted to circumvent Coinbase’s security protections by using an old still photograph and an AI-generated image of himself to trick Coinbase’s biometric identification. (See Compl. ¶ 45.) Coinbase’s security system rejected these attempts to circumvent its biometric identification, as they are common signs of unauthorized login attempts. (See *ibid.*)

Then, Rope falsely identified himself to Coinbase personnel as a “federal attorney.” (Nacoste Decl. Ex. 5 at p. 2) To date, Rope has not established that he is the legitimate owner of the Web3 Wallet

he seeks to access. (See Nacoste Decl. ¶ 16.)

H. Rope files this lawsuit and this petition follows.

Rope filed this lawsuit asserting various common law and statutory claims arising from his dispute with Coinbase about how to access his Web3 Wallet.² (Petrick Decl. Ex. 1 [Compl.].) He filed a series of TROs and was largely denied relief; the Court of Appeal and the California Supreme Court denied review. (Petrick Decl. ¶ 6.)

Coinbase executed and returned an acknowledgement of service of summons on July 21, 2025, making its response to the complaint due August 20, 2025. (Petrick Decl. ¶ 7 & Ex. 6; see Civ. Proc. Code, §§ 415.30, 412.20.) This petition is therefore timely. (See Civ. Proc. Code, § 1281.7.)

III. LEGAL STANDARD

The User Agreement’s arbitration clause is governed by the Federal Arbitration Act (“FAA”), which applies to “arbitration provisions in any contract evidencing a transaction involving interstate commerce.” (*Victrola 89, LLC v. Jaman Properties 8 LLC* (2020) 46 Cal.App.5th 337, 346 [citation omitted].) “[I]nvolving commerce” is the “functional equivalent of the more familiar term ‘affecting commerce’[,]” which represents the “broadest permissible exercise of Congress’ Commerce Clause power.” (*Citizens Bank v. Alafabco, Inc.* (2003) 539 U.S. 52, 56 [per curiam] [citation omitted].)

Rope is a California plaintiff suing a Delaware internet platform with offices in California and New York over access to an online product containing Rope’s digital assets (Compl. ¶¶ 17–18 & *passim*; Nacoste Decl. ¶ 2)—plainly interstate commerce (see *Ferguson v. Friendfinders, Inc.* (2002) 94 Cal.App.4th 1255, 1264 [“The Internet is undeniably an incident of interstate commerce....”] [citation omitted]; *Scott v. Yoho* (2016) 248 Cal.App.4th 392, 397–398). And the 2023 User Agreement itself states that the FAA governs the interpretation and enforcement of its arbitration agreement and any arbitration proceedings. (Nacoste Decl. Ex. 3 at Appx. 5, § 1.4 [“The User Agreement evidences a transaction involving interstate commerce” and the FAA “govern[s] the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings”].)

² Namely, Rope asserts claims for Claim and Delivery, Conversion, Unfair Business Practices, Consumer Legal Remedies Act Violation, Constructive Fraud, Intentional Misrepresentation, Intentional Infliction of Emotional Distress, Interference with Prospective Economic Advantage, Defamation – False Light, Breach of Fiduciary Duty, Harassment, Misappropriation of Likeness, Violation of California Privacy Rights, Civil Conspiracy, and Extortion.

A written contractual provision to arbitrate “shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.” (9 U.S.C. § 2; accord Code Civ. Proc., § 1281.) The FAA creates a “policy favoring arbitration.” (*Moses H. Cone Memorial Hosp. v. Mercury Constr. Corp.* (1983) 460 U.S. 1, 24; see *Gilmer v. Interstate/Johnson Lane Corp.* (1991) 500 U.S. 20, 25; *AT&T Mobility LLC v. Concepcion* (2020) 563 U.S. 333, 339.) Similar to federal law, California courts interpret arbitration provisions broadly and apply a presumption in favor of arbitrability. (See, e.g., *Erickson v. Aetna Health Plans of California, Inc.* (1999) 71 Cal.App.4th 646, 655; *Cione v. Foresters Equity Services, Inc.* (1997) 58 Cal.App.4th 625, 642 [“heavy presumption” of validity to an arbitration agreement]; *Baker v. Sadick* (1984) 162 Cal.App.3d 618, 624.)

Where, as here, the parties have a “clear and unmistakable” agreement to delegate questions of arbitrability to the arbitrator, the court’s inquiry is further limited to assessing the validity of the delegation provision itself. (*B.D. v. Blizzard Entertainment, Inc.* (2022) 76 Cal.App.5th 931, 957; accord *Aggarwal v. Coinbase, Inc.* (N.D. Cal. 2023) 685 F.Supp.3d 867, 877–878.) Thus, when there is a valid delegation clause, the typical gateway issues—validity (including conscionability) and scope—are determined by the arbitrator. (See *B.D.*, *supra*, at p. 957; *Aggarwal*, *supra*, at pp. 877–878.)

The FAA “leaves no place for the exercise of discretion” by a court, but instead mandates that courts “shall direct the parties to proceed to arbitration on issues as to which an arbitration agreement has been signed.” (*Dean Witter Reynolds Inc. v. Byrd* (1985) 470 U.S. 213, 218, citing 9 U.S.C. §§ 3–4; accord Code Civ. Proc., §§ 1281.2, 1281.4.)

IV. ARGUMENT

Rope affirmatively agreed to Coinbase’s User Agreement including its arbitration clause, so he must arbitrate his dispute with Coinbase. And because the agreement contains a valid delegation clause, if Rope contends the arbitration agreement is unenforceable, that is for an arbitrator to decide.

A. Rope assented to Coinbase’s User Agreement including its arbitration clause.

“[A]rbitration is a matter of contract” (*AT&T Technologies, Inc. v. Communications Workers of America* (1986) 475 U.S. 643, 648 [citations omitted]), and state contract law controls whether the parties have agreed to arbitrate a dispute (*Avila v. Southern California Specialty Care, Inc.* (2018) 20 Cal.App.5th 835, 843). An arbitration agreement need only be in writing, and no signature by either

party is necessary. (See 9 U.S.C. § 2; *Nghiem v. NEC Electronic, Inc.* (9th Cir. 1994) 25 F.3d 1437, 1439.) “A company and an online consumer create an enforceable contract when the company provides reasonable notice of the terms to which a consumer will be bound and the online consumer takes action—like clicking a button—manifesting assent to the terms.” (*Mahram v. The Kroger Co.* (2024) 104 Cal.App.5th 303, 308–309; see *Sellers v. JustAnswer LLC* (2021) 73 Cal.App.5th 444, 470 [scrollwrap agreements are “consistently found to be enforceable” under California law]; *Swift v. Zynga Game Network, Inc.* (N.D. Cal. 2011) 805 F.Supp.2d 904, 911–912 [applying California law and enforcing clickwrap agreement]; see also *Cavalry SPV I, LLC v. Watkins* (2019) 36 Cal.App.5th 1070, 1081–1082 [holding continued use of the product was acceptance of terms of use].)

Here, Rope clicked to accept the User Agreement when he created his account. (Nacoste Decl. ¶ 7, Ex. 1 & ¶ 8, Ex. 2.) Nothing more is required to make its terms binding on Rope. (See 9 U.S.C. § 2; *Nghiem, supra*, 25 F.3d at p. 1439; *Mahram, supra*, 104 Cal.App.5th at pp. 308–309; *Sellers, supra*, 73 Cal.App.5th at p. 470; *Swift, supra*, 805 F.Supp.2d at pp. 911–912; *Cavalry SPV I, LLC, supra*, 36 Cal.App.5th at pp. 1081–1082.)

Rope does not dispute that he accepted the User Agreement containing the Arbitration Agreement. (See Compl. ¶¶ 12–16.) Instead, he claims that in communications with Coinbase, beginning on April 19, 2025, he gave notice to Coinbase that he “rejected” the Arbitration Agreement. (Compl. ¶ 12; RJN Ex. 2 [First Rope Decl. ¶ 20].) This “rejection” is not permitted under the terms of the User Agreement. (See Nacoste Decl. ¶ 10, Ex. 3 at p.1 & *passim*.) The User Agreement begins with an acknowledgement that by “signing up to use a Coinbase account or service...” the user has read, understood, and accepted “all of the terms and conditions contained in this Agreement...” (Nacoste Decl. ¶ 10, Ex. 3 at p. 1.) If a user does not agree, the user must not open a Coinbase account. (See *ibid.*; see also *ibid.* [if a user does not agree with any amendment to the User Agreement, their “sole and exclusive remedy is to terminate [his] use of the Services and close [their] account”]; *id.* Appx. 5, § 1.9 [same, arbitration agreement]; but cf. *id.* § 9.4 [User Agreement’s dispute resolution provisions survive termination of the agreement].)

Use of a product after accepting the company’s terms of service demonstrates acceptance of those terms. (See, e.g., *Cavalry SPV I, LLC, supra*, 36 Cal.App.5th at pp. 1081–1082.) A user cannot

effectively opt out of an arbitration agreement using methods not contemplated by the agreement. (See, e.g., *McGrath v. DoorDash, Inc.* (N.D. Cal., Nov. 5, 2020, No. 19-CV-05279-EMC) 2020 WL 6526129, at *12 [attempt to opt out of arbitration clause ineffective where user did not comply with requirements for opting out]; *Milfort v. Comcast Cable Communications Management LLC* (S.D. Fla. 2018) 309 F.Supp.3d 1268, 1272 [same]; *Anderson v. Amazon.com, Inc.* (M.D. Tenn. 2020) 478 F.Supp.3d 683, 695 [collecting authorities].)

Rope assented to the 2023 User Agreement, including its arbitration provision.

B. The arbitrator must decide any issues of arbitrability and scope.

Because Coinbase demonstrated the existence of an arbitration agreement and Rope’s assent to it, the Court must grant the petition to compel arbitration; any further issues about scope of enforceability must be decided by the arbitrator. (See *B.D.*, *supra*, 76 Cal.App.5th at p. 957; *Aggarwal, supra*, 685 F.Supp.3d at pp. 877–878.)³

1. The arbitration agreement contains a valid delegation clause.

The Arbitration Agreement contains a delegation clause that gives the arbitrator “exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement....” (Nacoste Decl. ¶ 10, Ex. 3 at Appx. 5, § 1.6.) This provision, granting “exclusive authority” to resolve questions of scope and enforceability to the arbitrator, definitively vests the arbitrator and not the court with any issues of arbitrability. (See, e.g., *Aanderud v. Superior Court* (2017) 13 Cal.App.5th 880, 892 [holding that similar arbitration provision was clear and unmistakable evidence that the parties intended to arbitrate arbitrability]; *Malone v. Superior Court* (2014) 226 Cal.App.4th 1551, 1560 [delegation clause providing “[t]he arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement” was clear and unmistakable].) Thus, the parties delegated any issues of arbitrability to the arbitrator.

³ The most recent (May 2025) version of the User Agreement does not contain a delegation clause. However, Rope has not assented to the most recent version of the User Agreement; he assented to the November 2023 User Agreement. (Nacoste Decl. ¶ 7 & Ex. 1.) The November 2023 User Agreement therefore applies. (*Supra*, § I.)

Further evidencing the parties’ intent to delegate gateway issues to the arbitrator, the Arbitration Agreement incorporated the AAA Consumer Arbitration Rules into its terms. (Nacoste Decl. ¶ 10, Ex. 3 at § Appx. 5, § 1.4 [“The arbitration will be administered by the American Arbitration Association (‘AAA’), in accordance with the Consumer Arbitration Rules (the ‘AAA Rules’) then in effect, except as modified by this section of this Arbitration Agreement.”].) The AAA Rules provide that it is the arbitrator who has “the power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or the arbitrability of any claim or counterclaim.” (See Petrick Decl. ¶ 8 & Ex. 7 at p. 11, R-7(a); accord Petrick Decl. ¶ 9 & Ex. 8 at p. 17, R-14(a) [same rule under prior version of AAA Consumer Rules].) Incorporation of the AAA rules is sufficient evidence that the parties intended to delegate questions of arbitrability to the arbitrator. (*Aanderud*, *supra*, 13 Cal.App.5th at pp. 893–893 [collecting cases]; *Rodriguez v. American Technologies, Inc.* (2006) 136 Cal.App.4th 1110, 1123 [considering similar AAA construction rule]; *Brennan v. Opus Bank* (9th Cir. 2015) 796 F.3d 1125 [incorporation of American Arbitration Association (AAA) rules constituted clear and unmistakable intent to delegate arbitrability questions to an arbitrator].)

Here, too, the delegation clause and reference to the AAA Rules illustrate a clear and unmistakable intent to delegate “gateway” questions of arbitrability and enforceability to the arbitrator. The Court must therefore enforce the Arbitration Agreement unless the *delegation clause* is unconscionable. When parties delegate arbitrability decisions to an arbitrator, any challenge must target the delegation clause itself—not the broader arbitration agreement. A general attack on the arbitration provision fails because it does not specifically address why the delegation clause is invalid. (E.g., *B.D.*, *supra*, 76 Cal.App.5th at p. 957 [challenge must be “specific to the delegation clause”].) Here, Rope alleges that the arbitration agreement itself is unconscionable (see Compl. ¶ 12) (it is not), but his arguments do not address the delegation clause. Coinbase’s delegation clause as valid and enforceable, as multiple courts have held. (*Bielski v. Coinbase, Inc.* (9th Cir. 2023) 87 F.4th 1003, 1013–1015; *Aggarwal*, *supra*, 685 F.Supp.3d at p. 880.)

This Court should grant the petition to compel arbitration.

2. The arbitrator must resolve any issues about scope—and in any event, the arbitration clause squarely applies to Rope’s claims.

The arbitrator must resolve any issues about the arbitration provision’s scope. (See Nacoste Decl. Ex. 3, § 1.6 [delegation clause].) (See, e.g., *Caremark, LLC v. Chickasaw Nation* (9th Cir. 2022) 43 F.4th 1021, 1025 [holding scope issues delegated]; *Kohler v. Whaleco, Inc.* (S.D. Cal. 2024) 757 F.Supp.3d 1112, 1123 [“the scope and validity of an arbitration agreement are gateway issues that can be delegated to the arbitrator”]; *Rendon v. T-Mobile USA, Inc.* (C.D. Cal. 2024) 747 F.Supp.3d 1314, 1319, reconsideration denied (C.D. Cal., Nov. 4, 2024, No. 2:24-CV-01666-FLA (KSX)) 2024 WL 5256491 [holding similar language delegated scope issues to arbitrator]; *Open Book Theatre Company v. Brown Paper Tickets, LLC* (S.D. Cal. 2024) 749 F.Supp.3d 1076, 1085 [same].) In an abundance of caution, Coinbase notes that Rope’s claims fall squarely within the scope of the arbitration clause.

Rope asserts causes of action for claim and delivery, conversion, unfair competition, violation of the Consumer Legal Remedies Act, constructive fraud, intentional misrepresentation, intentional infliction of emotional distress, intentional interference with prospective economic advantage, misrepresentation of likeness, violation of the California Privacy Rights Act, extortion, and declaratory relief—all arising from his demands to access his Web3 Wallet without submitting to standard biometric verification. Each of Rope’s claims thus arise out of and relate to his access and use of Coinbase’s services, i.e., the Web3 Wallet.

The governing arbitration provision broadly covers “any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services or of the Coinbase Site, any Communications you receive, any products sold or distributed through the Coinbase Site, the Services, or the User Agreement and prior versions of the User Agreement...” (Nacoste Decl. ¶ 10, Ex. 3 at Appx. 5, § 1.1.) Such a provision that calls for arbitration of “any dispute” is intended to reach any dispute arising out of or related to the parties’ agreement or relationship. (See *Buckhorn v. St. Jude Heritage Medical Group* (2004) 121 Cal.App.4th 1401, 1407 [collecting authorities]; *Coast Plaza Doctors Hosp. v. Blue Cross of California* (2000) 83 Cal.App.4th 677, 684–686, as modified (Sept. 7, 2000); *Vianna v. Doctors’ Management Co.* (1994) 27 Cal.App.4th 1186, 1190.) “It has long been the rule in California that a broadly worded arbitration clause, such as we have here, may extend to tort claims that may arise under or from the contractual relationship.” (*Coast Plaza Doctors Hosp., supra*, at p. 686.)

Each of Rope’s claims falls within the scope of the User Agreement’s arbitration provision because they arise out of or relate to Coinbase’s services and Rope’s relationship with Coinbase. Most of Rope’s claims against Coinbase are premised on the allegation that he is unable to access his Web3 Wallet without completing the required verification process. (See, e.g., Compl. ¶ 1 [Coinbase “wrongfully withholding *access to Plaintiff’s Web3 Wallet*”], ¶ 3 [“Plaintiff seeks a [TRO] to *restore Web3 Wallet access*”], ¶ 10 [Coinbase “misrepresent[ed] *access options*”], emphases added.)

The remaining claims arise from complaints about the quality of the Web3 Wallet service and that Coinbase has been targeting him via online harassment. (See, e.g., Compl. ¶¶ 27, 35.) All of Rope’s claims thus arise out of his “access to or use of [Coinbase’s] services” and are covered within the scope of the arbitration provision by its plain language. (Nacoste Decl. ¶ 10, Ex. 3 at Appx. 5, § 1.1.) (See, e.g., *Coast Plaza Doctors Hosp.*, *supra*, 83 Cal.App.4th at pp. 684–686 [tort causes of action arising from relationship are arbitrable]; *Buckhorn*, *supra*, 121 Cal.App.4th 1401 [same, including torts postdating employment relationship]; *Vianna*, *supra*, 27 Cal.App.4th 1186 [same, including claims for public policy, bad faith, negligent infliction of emotional distress, intentional interference with economic advantage, defamation, and conspiracy].)

3. Rope’s meritless contentions that the arbitration clause is purportedly invalid or unenforceable must be resolved by the arbitrator.

As discussed, Rope’s arguments that the arbitration agreement is unenforceable must be directed to the arbitrator. (*Supra*, § IV.B.1.) Even so, Coinbase notes that courts have routinely rejected similar attempts to invalidate its arbitration agreement. (See, e.g., *Cordero v. Coinbase, Inc.* (N.D. Cal. Aug. 5, 2025, No. 3:25-CV-04024-CRB) 2025 WL 2223495; *Kamath v. Coinbase, Inc.* (N.D. Cal. Mar. 5, 2024, No. 23-CV-03533-CRB) 2024 WL 950163, at *4–5; *Donovan v. Coinbase Global, Inc.* (N.D. Cal. 2023) 649 F.Supp.3d 946, 951; *Woody v. Coinbase Global, Inc.* (N.D. Cal. Oct. 17, 2023, No. 23-CV-00190-JD) 2023 WL 6882750, at *2–3 (vacated in part on other grounds); *Alfia v. Coinbase Global, Inc.* (N.D. Cal. July 22, 2022, No. 21-CV-08689-HSG) 2022 WL 3205036; *Reznik v. Coinbase, Inc.* (S.D.N.Y. Mar. 11, 2024, No. 23-CV-10248 (MMG)) 2024 WL 1055002, at *4; *Kattula v. Coinbase Global, Inc.* (N.D. Ga. July 6, 2023, No. 1:22-CV-3250-TWT) 2023 WL 4373385, at *2; *Flores v. Coinbase, Inc.* (C.D. Cal. Apr. 6, 2023, No. CV 22-8274-MWF (KS)) 2023 WL 3564756, at *3–4; *Tarverdiyeva v.*

Coinbase Global, Inc. (M.D. Fla. Sept. 8, 2021, No. 8:21-CV-1717-MSS-SPF) 2021 WL 4527960, at *1; *Sultan v. Coinbase, Inc.* (E.D.N.Y. 2019) 354 F.Supp.3d 156, 158; see also *Bielski, supra*, 87 F.4th at pp. 1013–1015 [delegation clause]; *Aggarwal, supra*, 685 F.Supp.3d at p. 882 [same].)

The petition to compel arbitration should be granted.

V. REQUEST FOR STAY

This case should be stayed until the arbitration concludes. Filing a petition to compel arbitration requires a stay of court proceedings until the petition is decided. (Code Civ. Proc., § 1281.4.)⁴ Additionally, if a court orders arbitration on a claim arising between parties to an agreement, and the same question arises between those parties in a pending action, the court “shall” stay the pending action. (9 U.S.C. § 3; cf. Code Civ. Proc., § 1281.4.) Where, as here, the claims in the case are within the scope of the arbitration agreement, the court has no discretion to deny a stay. (*BrowserCam, Inc. v. Gomez, Inc.* (N.D. Cal. Jan. 27, 2009, No. 08-cv-02959-WHA) 2009 WL 210513, at *3 [applying FAA and stating that “[a] motion to stay ... is mandatory and must be granted as to all matters within the scope of the arbitration agreement”]; accord Code Civ. Proc., § 1281.4; *Thomas v. Westlake* (2012) 204 Cal.App.4th 605, 620.) Coinbase respectfully requests that the Court stay this litigation until the arbitration concludes.

VI. CONCLUSION

Coinbase respectfully requests that the Court compel arbitration of Rope’s claims against Coinbase and stay this litigation pending completion of the arbitration.

⁴ Even though the FAA governs here (*supra*, § III; Nacoste Decl. Ex. 3 at Appx. 5, § 1.4), California’s procedural rules providing for a stay apply here alongside the FAA’s stay provisions because the stay provision (Code Civ. Proc., § 1281.4) does not conflict with the FAA. (See *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104, 1125 [discussing state and federal laws requiring a stay pending arbitration, including in cases governed by the FAA]; *Volt Information Sciences, Inc. v. Board of Trustees of Leland Stanford Junior University* (1989) 489 U.S. 468, 477; *Cronus Investments, Inc. v. Concierge Services* (2005) 35 Cal.4th 376, 383.)

Dated: August 20, 2025

Respectfully submitted,

THE NORTON LAW FIRM PC

/s/ Josephine K. Petrick

Josephine K. Petrick
Attorneys for Defendant
COINBASE, INC.



Court Reservation Receipt

Reservation	
Reservation ID: 091839116039	Status: RESERVED
Reservation Type: Notice of Hearing on Petition	Number of Motions: 1
Case Number: 25STCV16692	Case Title: RUSSELL ROPE vs COINBASE, INC.
Filing Party: Coinbase, Inc. (Defendant)	Location: Stanley Mosk Courthouse - Department 28
Date/Time: November 26th 2025, 8:30AM	Confirmation Code: CR-7TQ3FBTWUOSBDCPNY

Fees			
Description	Fee	Qty	Amount
Notice of Hearing on Petition	0.00	1	0.00
TOTAL			\$0.00

Payment	
Amount: \$0.00	Type: NOFEE

[← Back to Main](#)

Print Page

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Attorneys for Defendant
COINBASE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RUSSELL ROPE, an individual,

Plaintiff,

v.

COINBASE, INC., & DOES 1 through 20,

Defendant.

Case No. 25STCV16692

**[PROPOSED] ORDER GRANTING
DEFENDANT COINBASE, INC.'S PETITION
TO COMPEL ARBITRATION AND TO STAY
PROCEEDINGS**

Date: November 26, 2025
Time: 8:30 a.m.
Dept.: 28

IT IS HEREBY ORDERED that Defendant Coinbase, Inc.’s (“Coinbase”) petition to compel arbitration and to stay Plaintiff Russel Rope’s claims against Coinbase is GRANTED. Plaintiff shall submit his claims against Coinbase to arbitration. Pending the completion of that arbitration, Plaintiff’s claims against Coinbase in this case are stayed.

IT IS SO ORDERED.

Dated:

HONORABLE RUPERT A. BYRDSONG

EXHIBIT G2

Defendant's Declarations ISO PTCA
+ Exhibits; By Petrick

Dated: August 20, 2025

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Attorneys for Defendant
COINBASE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RUSSELL ROPE, an individual,

Plaintiff,

v.

COINBASE, INC., & DOES 1 through 20,

Defendant.

Case No. 25STCV16692

**DECLARATION OF JOSEPHINE PETRICK
IN SUPPORT OF DEFENDANT COINBASE,
INC.'S PETITION TO COMPEL
ARBITRATION AND TO STAY
PROCEEDINGS AND ACCOMPANYING
REQUEST FOR JUDICIAL NOTICE**

Date: November 26, 2025
Time: 8:30 a.m.
Dept.: 28

I, Josephine Petrick, declare:

1. I am an attorney licensed to practice in California and a partner at the Norton Law Firm, PC, counsel of record in this action for Defendant Coinbase, Inc. I also represented Coinbase in connection with Plaintiff Russell Rope's California Supreme Court petition related to this action.

2. I submit this declaration in support of Coinbase's Petition to Compel Arbitration and Stay Proceedings and the accompanying Request for Judicial Notice. Except as noted, I have personal knowledge of the following facts and, if called as a witness, I could and would testify competently thereto.

3. As counsel of record, I am familiar with the pleadings and records in this matter. On June 10, 2025, Mr. Rope filed his Complaint against Coinbase in this Court. Attached hereto as **Exhibit 1** is a true and correct copy of the Complaint dated June 10, 2025.

4. Mr. Rope sought temporary restraining orders ("TROs") in this matter, most of which were denied and one of which was partially granted but then dissolved. On June 10, 2025, Mr. Rope filed a declaration in support of one of his applications for a TRO. A true and correct copy of this declaration is attached hereto as **Exhibit 2**.

5. On July 3 and 7, 2025, this Court held hearings in connection with Mr. Rope's requests for a TRO.

a. A true and correct copy of the July 3 hearing transcript is attached hereto as **Exhibit 3**.

b. A true and correct copy of the July 7 hearing transcript is attached hereto as **Exhibit 4**.

6. Mr. Rope sought appellate and California Supreme Court review of this Court's TRO denials. The Court of Appeal denied review. (*Rope v. Superior Court (Coinbase, Inc.)*, No. B347393.) In the California Supreme Court, on July 21, 2025, Mr. Rope filed a document captioned "Supplemental Declaration of Spiritual Belief in Support of Petition and Reply to Answer." A true and correct copy of this document is attached hereto as **Exhibit 5**. On July 30, 2025, the California Supreme Court denied review and denied Mr. Rope's request for an emergency stay. (*Rope v. Superior Court (Coinbase, Inc.)*,

No. S291823.)

7. On July 1, 2025, Mr. Rope delivered a copy of the summons and the complaint to counsel for Coinbase. Ms. Feick, Defendant's counsel, served the Acknowledgment of Receipt on Mr. Rope on July 21, 2025. A true and correct copy of the Notice and Acknowledgment of Receipt is attached hereto as **Exhibit 6**.

8. I am familiar with Coinbase's User Agreement, which provides that arbitration will be administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules ("AAA Rules") "then in effect," except as modified by that section of the User Agreement. (Nacoste Decl. Ex. 3, Appx. 5, § 1.4.) I am also familiar with AAA's current Consumer Arbitration Rules, amended and effective May 1, 2025, which are publicly available at https://www.adr.org/media/yawntdvs/2025_consumer_arbitration_rules.pdf. I caused those rules to be downloaded from the foregoing website. Attached hereto as **Exhibit 7** is a true and correct copy of the AAA Consumer Arbitration Rules currently in effect. Rule 7(a) of the current AAA Rules provides that "The arbitrator shall have the power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or the arbitrability of any claim or counterclaim." (Ex. 7 at p. 11.)

9. I am also familiar with AAA's Consumer Arbitration Rules that were in effect in November 2023, which were amended and effective September 1, 2014, and publicly available on the Archive.org website at https://web.archive.org/web/20231107040706/https://adr.org/sites/default/files/Consumer-Rules-Web_0.pdf ("2023 AAA Rules"). I caused those rules to be downloaded from the foregoing website (whose landing page is publicly available at <https://web.archive.org/web/20231129163605/https://www.adr.org/Rules>). Attached hereto as **Exhibit 8** is a true and correct copy of the 2023 AAA Rules. Rule 14(a) of the 2023 AAA Rules contained language identical to current Rule 7(a) of the current AAA Rules: "The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim." (Ex. 8 at p. 17.)

10. I understand from prior counsel for Defendant, Jacqueline C. Feick, that on June 23, 2025, she met and conferred with Mr. Rope via Teams to advise him that, under the terms of the operative User Agreement between the parties, all disputes are subject to binding arbitration, but Mr. Rope declined to move his claims into arbitration. Ms. Feick informed Plaintiff that Coinbase intended to move to compel arbitration in this matter. Ms. Feick informed me that on June 30, 2025 she and Mr. Russell continued to meet and confer about a potential resolution of this matter and planned motion to compel arbitration, but the parties remained at an impasse.

11. After appearing in this action, my office confirmed with Mr. Rope via email that Coinbase intended to move to compel arbitration based on the User Agreement's arbitration clause. Mr. Rope stated he opposed arbitration. Mr. Rope has also threatened various repercussions if an arbitration motion were to be filed, including, inter alia, sanctions.

12. On August 19, 2025, I inquired whether Mr. Rope would be available for a hearing on Coinbase's petition to compel arbitration on the court's next available hearing date, Wednesday November 26, at 8:30 a.m. Mr. Rope responded to my email but did not respond to my question about the hearing date.

13. On August 19, 2025, my office reserved a hearing date on November 26, 2025, at 8:30 a.m., reservation no. **091839116039**. A true and correct copy of the confirmation page is attached hereto as **Exhibit 9**.

I declare under penalty of perjury under the laws of the United States and California that the foregoing is true and correct. Executed in Long Beach, California, on Wednesday, August 20, 2025.



Josephine K. Petrick

Exhibit 1

1 RUSSELL ROPE
ID 1607 POB 1198
2 Sacramento, CA 95812
310-663-7655
3 justice@russellrope.com
In Pro Per

FILED
Superior Court of California
County of Los Angeles

JUN 10 2025

David W. Stayton, Executive Officer/Clerk of Court
By: G. Robinson, Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES

10 RUSSELL ROPE,
11 Plaintiff,
12
13 v.
14 COINBASE, INC. & DOES 1-20,
15 Defendant(s)

Case No.: 253TCV16692

VERIFIED COMPLAINT FOR:
- TEMPORARY RESTRAINING ORDER,
- INJUNCTIVE RELIEF,
- DECLARATORY RELIEF,
- CLAIM AND DELIVERY
- CONVERSION
- UNFAIR BUSINESS PRACTICES,
- CONSUMER LEGAL REMEDIES
ACT VIOLATION,
- CONSTRUCTIVE FRAUD,
- INTENTIONAL MISREPRESENTATION,
- INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS,
- INTERFERENCE WITH PROSPECTIVE
ECONOMIC ADVANTAGE,
- DEFAMATION, FALSE LIGHT,
- BREACH OF FIDUCIARY DUTY,
- HARASSMENT,
- MISAPPROPRIATION OF LIKENESS,
- VIOLATION OF CA PRIVACY RIGHTS,
- CIVIL CONSPIRACY,
- EXTORTION,
- COMPENSATORY DAMAGES,
- PUNITIVE DAMAGES

24
25 **Disclaimer & Notice of Copyright:** This verified complaint, including its original allegations and
26 exhibits, is the work of Plaintiff Russell Rope and is protected by copyright © 2025 Russell Rope. All
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28 express written permission from the copyright holder

2025 JUN 10 09:21 AM

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1 **I. INTRODUCTION**

2 1) Plaintiff RUSSELL ROPE sues Defendant COINBASE, INC. and DOES 1–20 for claim and
3 delivery, conversion, unfair business practices, violation of the Consumer Legal Remedies Act,
4 constructive fraud, intentional misrepresentation, intentional infliction of emotional distress, intentional
5 interference with prospective economic advantage, defamation, false light, breach of fiduciary duty,
6 harassment, misappropriation of likeness, violation of California privacy rights, civil conspiracy,
7 extortion, and declaratory relief, arising from malicious and oppressive conduct, including wrongfully
8 withholding access to Plaintiff’s Web3 Wallet containing potentially priceless Digital Assets valued at
9 \$2 million to hundreds of millions, with intent to cause injury (malice, Cal. Civ. Code §3294(c)(1)) and
10 impose cruel hardship (oppression, §3294(c)(2)).

11
12 2) Defendants are attempting to coerce Biometric Verification without consent, violated the California
13 Consumer Privacy Act (Cal. Civ. Code §1798.150(a)), caused intentional NFT display errors, schemed
14 to disrupt Plaintiff’s 999-NFT collection (~240 current, 160 ready and stalled) and cryptocurrency
15 presale for Classy Savage (CSVG @ classysavageart.com/coin), and risked CSVG’s indexing, causing
16 financial, emotional, and reputational harm.

17
18 3) Plaintiff seeks a Temporary Restraining Order (TRO) to restore Web3 Wallet access by June 30, 2025
19 by verifying and providing access to Coinbase account and Web3 Wallet without biometrics, or via
20 courtroom release of the private keys or seed phrases for the Web3 Wallet used to access accounts on
21 various NFT marketplaces as well as transferring NFT and cryptocurrency assets to a noncustodial
22 wallet, plus a \$100 million settlement (\$50 million cash + \$50 million CSVG investment) without RICO
23 claims, or significantly more if we go to trial without asset loss, or \$1 billion or more for total asset loss,
24 reserving federal RICO rights.

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1 **II. DEFINITIONS**

2 4) **Web3 Wallet:** A cryptocurrency wallet using decentralized architecture to manage blockchain-based
3 assets, requiring digital signature-based access. The Web3 Wallet in this case is custodial, managed by
4 Coinbase, but owned by Plaintiff.

5
6 5) **Biometric Verification:** Authentication requiring physiological data, such as facial recognition scans,
7 to confirm identity; including a live unedited high-definition close-up selfie aka self-portrait.

8
9 6) **NFT (Non-Fungible Token):** A cryptographically unique digital token representing ownership of
10 digital or real-world assets, traded on blockchain platforms.

11
12 7) **Digital Assets:** Blockchain-based instruments, including the Web3 Wallet and its digital holdings;
13 NFTs and cryptocurrencies, here comprising potentially priceless digital art.

14
15 8) **Constructive Trust:** An equitable remedy to prevent unjust enrichment from wrongful property
16 retention (Cal. Civ. Code §2224).

17
18 9) **DOES 1–20:** Unknown and suspected parties involved in the misconduct, to be named upon
19 discovery per Cal. Code Civ. Proc. §474.

20
21 **III. NATURE OF THE ACTION**

22 10) On information and belief, Defendants, with malice and oppression, violated Plaintiff's rights by
23 imposing unconsented Biometric Verification (Cal. Civ. Code §1798.150(a)), misrepresenting access
24 options via correspondence with support chat using intentionally harassing aliases, wrongfully
25 withholding access to Plaintiff's Web3 Wallet, after initially causing intentional NFT display errors,
26 scheming to disrupt Plaintiff's 999-NFT collection and CSVG presale (advertised post-NFT drop), and
27 risking CSVG's indexing, despite CSVG tokens (999,999,999, minted via Solana CLI) being stored in a
28 cold wallet, not Coinbase, constituting grounds for claim and delivery and conversion (§§ 50–53).

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1
2 11) Plaintiff requests: a. A TRO and injunction restoring Web3 Wallet access via courtroom private keys
3 or seed phrases release for NFT marketplace access (e.g., OpenSea, Rarible) and asset transfer to a
4 noncustodial wallet; b. A \$100 million settlement (\$50 million cash + \$50 million CSVG investment,
5 100x growth potential), excluding RICO claims; c. Alternatively, \$1 billion or more for total asset loss,
6 reserving federal RICO rights; d. Declaratory relief, restitution, and punitive damages (Cal. Civ. Code
7 §3294).

8
9 12) Plaintiff objects to Coinbase's arbitration clause and terms of service as procedurally and
10 substantively unconscionable under California law. Coinbase imposed these terms in a non-negotiable
11 adhesion contract, presented on a take-it-or-leave-it basis as a condition of accessing Plaintiff's custodial
12 Web3 Wallet containing digital property. The arbitration clause, not prominently displayed during
13 account creation if it was even posted at the time, lacked meaningful review or affirmative consent.
14 Plaintiff expressly rejected arbitration and small claims limitations through support chats, emails, and
15 certified mail. Substantively, the clause unduly restricts Plaintiff's remedies, limits public court access,
16 and grants Coinbase unilateral authority to freeze access, as evidenced by the Web3 Wallet lockout,
17 unfairly favoring Coinbase. These terms are unenforceable under Cal. Civ. Code §1670.5 and
18 *Armendariz v. Foundation Health Psychcare Services, Inc.*, 24 Cal. 4th 83 (2000).

19
20 13) Prior to filing, Plaintiff delivered a cease-and-desist and demand letter to Defendants, demanding
21 Web3 Wallet access, via certified mail to Coinbase's registered agent, also a copy sent the CEO's home
22 address, emails to support and legal addresses, internal support chats, and public notice through social
23 media and Plaintiff's blog. Defendants have not meaningfully responded despite the claims' severity.
24 These efforts are detailed in Plaintiff's concurrently to be filed Declaration of Due Diligence Regarding
25 Service of Process.

26
27 14) The arbitration clause's class action waiver creates an impermissible barrier to enforcing statutory
28 rights, constituting substantive unconscionability. For California Consumer Privacy Act violations (Cal.

1 Civ. Code §1798.150), with statutory damages of \$100–\$750 per incident, individual arbitration costs
2 far exceed potential recovery, effectively immunizing Coinbase from compliance. This barrier,
3 combined with arbitration's limited discovery procedures, prevents Plaintiff from obtaining evidence of
4 internal corporate policies, technical system failures (e.g., NFT display errors, ¶ 27), and misconduct
5 needed to prove who is behind claims more so than what is already evidenced regarding digital asset
6 conversion (¶ 52), unfair business practices (¶ 54), and civil conspiracy (¶ 79). The discovery
7 deprivation prejudices claims requiring proof of corporate intent for punitive damages and human
8 initiated technical causation of NFT errors.

9
10 15) The unconscionability is further evidenced by Coinbase's coercive terms imposition. Circa 2024,
11 Coinbase retroactively applied new verification requirements, including selfie demands without
12 Plaintiff's agreement, to existing accounts holding deposited assets, creating a coercive predicament
13 where Plaintiff faced loss of access to his custodial Web3 Wallet (¶ 10). This, combined with the June
14 30, 2025, wallet sunset, which threatens permanent asset loss (¶ 43), constitutes economic duress forcing
15 compliance. Coinbase's substantial resources, including \$6.56 billion in 2024 revenue and \$22.5 billion
16 in assets, exacerbate this imbalance, rendering arbitration costs inaccessible for Plaintiff, supported by
17 his in forma pauperis application (¶ 86(d)), compared to California's guaranteed court access. The
18 arbitration clause's prohibition on court access for high-value digital asset disputes and restricted
19 discovery, essential for proving technical and corporate misconduct, deceitfully shields Coinbase from
20 accountability.

21
22 16) Coinbase has already lost several precedent-setting arbitration challenges; specifically, in the
23 Supreme Court of The United States where justices unanimously ruled judges decide arbitrability
24 disputes (Coinbase v. Suski; 2024), and in the Ninth Circuit where Coinbase's arbitration enforcement
25 was denied (Coinbase v. Bielski, 2023). Moreover, Coinbase has previously settled at least one lawsuit
26 involving patterns of misconduct with a \$100 million NY DFS settlement — clearly not much of a
27 deterrent — and is currently facing multiple ongoing class actions. Plaintiff was allegedly not affected

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1 by a recent data breach disclosure, but it would have caused irreparable damage had he played into their
2 scheme and gave them that for which they appeared to be both fishing & phishing.

3
4 **IV. PARTIES**

5 17) **Plaintiff RUSSELL ROPE**, a native Los Angeles, California resident, is a highly educated and
6 experienced entrepreneur, an award-winning both digital artist and web developer, and currently owns
7 and operates NFT and cryptocurrency ventures. These ventures include RRP OG LLC, a California-
8 based parent company overseeing a California general corporation, a multi-state nonprofit corporation,
9 and other interconnected businesses (russellrope.com/productions). The NFT collections in the custodial
10 Coinbase Web3 Wallet are part of Plaintiff's original "Classy Savage" art, crypto, and fashion brand,
11 operated as a sole proprietorship protected by common law trademark and copyright. Conceived more
12 than a decade ago, this has been the main focus (40+ hrs/wk) of Plaintiff's career for the past two years.
13 Defendants and other perpetrators have attempted to defraud Plaintiff of this and other ventures. As a
14 victim of similar crimes, Plaintiff has been an active member (ID 1607) of the California Secretary of
15 State's Safe at Home program since 2014, and with not limited to address confidentiality provisions that
16 account for his Sacramento address.

17
18 18) **Defendant COINBASE, INC.**, a Delaware corporation with headquarters in California overseeing
19 operations, is subject to this Court's jurisdiction, with its registered agent: CSC Lawyers Incorporating
20 Service, 251 Little Falls Drive, Wilmington, DE 19808, maintaining a designated office in Sacramento,
21 California.

22
23 19) Demonstrable by clear and convincing facts and evidence, DOES 1–20 are both known and
24 unknown parties scheming with Defendants to harm Plaintiff. Plaintiff will amend this complaint to
25 name DOES 1–20 upon ascertaining their identities, pursuant to Cal. Code Civ. Proc. §474.

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1 **V. JURISDICTION AND VENUE**

2 20) Jurisdiction is proper under California Constitution, Article VI, §10. This action is not subject to
3 exclusive federal jurisdiction. Plaintiff seeks equitable and legal relief under California law for conduct
4 occurring in and impacting Los Angeles County.

5
6 21) Venue is proper under Cal. Code Civ. Proc. §395(a), as the harm occurred in Los Angeles County.

7
8 22) Plaintiff objects to Coinbase's arbitration and small claims limitation clauses on grounds of
9 procedural and substantive unconscionability (Cal. Civ. Code §1670.5), lack of mutual assent, and
10 adhesion, communicated via support chats, emails, and certified mail.

11
12 23) Coinbase's terms are invalid due to coercion and service inaccessibility.

13
14 **VI. GENERAL ALLEGATIONS**

15 24) Plaintiff holds Digital Assets in a Web3 Wallet linked to Coinbase, comprising potentially priceless
16 digital art presently valued at \$2 million to hundreds of millions. These assets include a portfolio of
17 approximately 4,000 NFTs, with a legendary 999-NFT collection in progress (~240 current, 160 ready
18 and stalled), potentially worth billions in 10–20 years. Defendants' wrongful withholding of access to
19 the Web3 Wallet constitutes grounds for claim and delivery (§ 50).

20
21 25) Plaintiff's valuation reflects documented digital art market realities. Recent transactions demonstrate
22 market willingness to pay millions for industry-relevant conceptual art pieces and up to \$69 million for
23 individual digital collectibles. Established NFT projects maintain market capitalizations exceeding \$800
24 million, validated through celebrity acquisitions and institutional auction house acceptance. Plaintiff's
25 \$2 million baseline for his NFT portfolio, including approximately 4,000 NFTs with a 999-NFT
26 collection in progress (~240 current, 160 ready and stalled), is a conservative valuation based on
27 comparable market transactions, initial sales, declined offers, missed offers, and excludes his CSVG
token venture and long-term business projections.

1 26) Plaintiff's deflationary CSVG tokens (total supply 999,999,999, minted via Solana CLI, stored in a
2 cold wallet via Phantom opposed to Coinbase) are intended for a presale advertised to follow the NFT
3 drop, disrupted by Coinbase's Web3 Wallet lockout.

4
5 27) During Plaintiff's NFT launches, Defendants schemed to cause errors in Coinbase's app and sites,
6 including mismatched metadata, image loading failures, and incorrect attribute displays, despite
7 identical metadata functioning correctly on marketplaces (e.g., OpenSea, Rarible), forcing Plaintiff to
8 abandon Coinbase's NFT features after support intentionally neglected numerous complaints.

9
10 28) Despite Plaintiff's public endorsements of Coinbase, including a newbie guide designed to educate
11 and create new potential clients, Defendants coordinated with DOES 1-20 to harm Plaintiff's ventures
12 since inception.

13
14 29) Plaintiff verified identity at signup with government ID, email, and phone; Biometric Verification
15 was not required, but there was an option to use it for login; specifically including facial recognition,
16 which Plaintiff has never enabled on any device or service.

17
18 30) Coinbase demanded unconsented "live high-definition close-up face scans," violating CCPA's notice
19 and consent requirements (Cal. Civ. Code §1798.100(a), §1798.150(a)), with oppressive intent to coerce
20 compliance.

21
22 31) Coinbase's support agents used mocking aliases (prison-themed, personal insults, medical
23 references), akin to NFT errors, linking Coinbase to other conspirators, to inflict emotional distress,
24 demonstrating malice, and eliminating any semblance of trust.

25
26 32) Plaintiff objected to Biometric Verification due to privacy concerns, medical issues, and synthetic
27 identity risks, which Coinbase disregarded oppressively.

1 33) Plaintiff invested into his 999-NFT and CSVG ventures, gas(transaction) fees valued around \$1,000,
2 Coinbase One membership valued around \$310, hardware & software valued around \$1,000,
3 mysteriously vanishing Coinbase Wallet valued at \$100, and at least two years of full-time labor, valued
4 at \$300,000–\$500,000 (based on a \$150,000–\$250,000 annual salary for tech/media skills,
5 (russellrope.com/original-genius-og); all disrupted by Coinbase's actions.
6

7 34) Plaintiff suffered severe emotional distress and privacy harm due to Defendants' actions, including
8 agitation, anger, anxiety, and sleeplessness from coercive Biometric Verification demands (¶ 30),
9 mocking aliases (¶ 31), and threats of permanent asset loss (¶ 43). Plaintiff had a reasonable expectation
10 of privacy, given no initial Biometric Verification requirement (¶ 29), and suffered reputational harm in
11 the cryptocurrency industry.
12

13 35) Defendants' false statements via mocking aliases (¶ 31) were exposed to third parties, including
14 Coinbase support staff, other users or affiliates, through coerced publication, implying Plaintiff's
15 untrustworthiness and other character flaws damaging his reputation as a reputable entrepreneur (¶ 17).
16 Evidence of these communications is preserved in screenshots and chat transcripts (¶ 48).
17

18 36) Plaintiff's allegations regarding Defendants' scheming with DOES 1–20 (¶ 28), risks to CSVG
19 indexing (¶ 40), and post-dispute stalking and phishing (¶ 46) are based on information and belief,
20 pending substantiation through discovery, including identification of DOES 1–20 and evidence of
21 Defendants' internal policies, technical errors, and coordinated misconduct.
22

23 37) Cryptocurrency and NFT markets operate in cyclical patterns with time-sensitive opportunities
24 impacting asset valuations, as seen on the Ethereum blockchain hosting Plaintiff's Classy Savage NFTs.
25 For example, Bitcoin's volatility—peaking near \$69,000 in November 2021, falling to \$15,500 in
26 November 2022, and recovering to approximately \$105,360 in June 2025—exemplifies this. Ethereum,
27 valued at approximately \$2,611 in June 2025, followed similar patterns, with NFT market volume
28 reaching \$17 billion in 2021, contracting through 2022–2024. Plaintiff strategically timed his launches
29

1 to capitalize on this bull market recovery, a 12–18-month cycle. Defendants' Web3 Wallet lockout and
2 NFT errors disrupted this.

3
4 38) Plaintiff lost around \$50,000 in NFT offers and halted development for his CSVG presale (150M
5 tokens, \$0.10–\$0.50 across five phases, targeting \$45 million, 100x growth to \$4.5 billion), advertised
6 post-NFT drop, causing delays, reputational and investor harm.

7
8 39) CSVG, with a white paper and tokenomics, was promoted publicly, including via multiple more
9 established brands for promotion and reputability. Coinbase, aware via identifiable DOES' influence on
10 support chats, maliciously disrupted the presale.

11
12 40) On information and belief, unresolved, Defendants' actions risk impairing CSVG's indexing on
13 Coinbase and other platforms, threatening Plaintiff's ventures.

14
15 41) Plaintiff sent emails and cease-and-desist letters; Coinbase refused acknowledgment let alone
16 substantive responses or alternatives.

17
18 42) Agents provided deceptive instructions risking asset loss (e.g., transfer of NFTs and cryptocurrency
19 to a new wallet without means for accessing marketplace accounts), showing reckless disregard.

20
21 43) Coinbase's June 30, 2025, Web3 Wallet sunset threatens permanent asset loss; with evidence (§ 48)
22 to justify the TRO (§ 86(a)).

23
24 44) Assuming that is individually targeted, Coinbase failed to adequately notify inactive users, risking
25 public harm to all at risk of losing access to their Web3 Wallets, to be explored in discovery.

26
27 45) Plaintiff's technical tests (taking pictures of older high-resolution selfies, creating and using realistic
28 AI headshots) revealed biased delays, then auto-rejection, both suggesting intentional barriers.

1 46) Plaintiff faced a significant increase of aggressive stalking, targeted phishing, and harassment,
2 consistent with Defendants' scheming and prior reports to law enforcement.

3
4 47) Coinbase's post-notice data breach validated Plaintiff's Biometric phishing concerns, showing
5 reckless disregard.

6
7 48) Plaintiff possesses evidence, including screenshots of Coinbase interfaces showing Biometric
8 Verification demands, the June 30 sunset notice, NFT metadata errors, support chats (mocking aliases),
9 and proof of CSVG promotional materials and tokenomics. Full documentation will be provided via
10 exhibits, discovery, or amendment.

11
12 49) Plaintiff reserves federal claims, including civil RICO, for a related future case.

13
14 **VII. CAUSES OF ACTION**

15
16 **First Cause of Action:**

17 **Claim and Delivery** (Cal. Code Civ. Proc. §512.010 et seq.)

18 50) Elements (CACI 2101; Cal. Code Civ. Proc. §512.010 et seq.): a. Plaintiff has a property right in his
19 Web3 Wallet and the Digital Assets contained within, valued at \$2 million to hundreds of millions (¶
20 24). b. Defendants are wrongfully withholding access by locking the Web3 Wallet, preventing Plaintiff
21 from accessing or transferring his Digital Assets (¶ 10). c. Plaintiff suffered harm, including \$50,000 in
22 lost NFT offers, inability to both renew NFT sales listings and collect royalties from previous sales,
23 delayed release of ready-to-drop NFTs, and a potential \$45 million presale with 100x growth potential (¶
24 38). d. The Digital Assets are unique, with no adequate remedy at law due to their irreplaceable nature (¶
25 24). e. Plaintiff is entitled to immediate possession of the Web3 Wallet and its contents, or injunctive
26 relief to restore access (Cal. Code Civ. Proc. §512.010).

27
28 51) Due to the imminent threat of permanent asset loss by June 30, 2025 (¶ 43), Plaintiff seeks

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1 injunctive relief to restore Web3 Wallet access without Biometric Verification, including a court order
2 for Defendants to provide private keys or seed phrases to facilitate transfer of Digital Assets to a
3 noncustodial wallet, and/or possession of the Digital Assets under claim and delivery (Cal. Code Civ.
4 Proc. §512.010).

5
6 **Second Cause of Action:**

7 **Conversion (Common Law)**

8 52) Elements (CACI 2100; Fremont Indem. Co. v. Fremont Gen. Corp., 148 Cal. App. 4th 97, 119
9 (2007)): a. Plaintiff owned or had a right to possess his Web3 Wallet's Digital Assets (¶ 24). b.
10 Defendants intentionally and wrongfully withheld access to the Web3 Wallet, caused NFT display
11 errors, and prevented maintenance of sales listings (¶¶ 10, 27). c. Plaintiff did not consent to
12 Defendants' actions (¶¶ 29, 31). d. Plaintiff was harmed, suffering losses of \$50,000 in NFT offers,
13 \$300,000–\$500,000 in labor, and potentially \$45 million in presale revenue with 100x growth potential
14 post-presale (¶¶ 33, 38). e. Defendants' malicious (scheming, ¶ 27) and oppressive (coercion, ¶ 30)
15 conduct was a substantial factor in causing Plaintiff's harm.

16
17 53) Plaintiff seeks compensatory damages for the value of the converted property (Cal. Civ. Code
18 §3336), punitive damages for Defendants' malicious and oppressive conduct (Cal. Civ. Code §3294),
19 and injunctive relief to restore Web3 Wallet access.

20
21 **Third Cause of Action:**

22 **Unfair Business Practices (Cal. Bus. & Prof. Code §17200 et seq.)**

23 54) Elements (CACI 4600): a. Defendants committed: i. Unlawful acts by violating CCPA (Cal. Civ.
24 Code §1798.150(a), ¶ 30). ii. Unfair acts by coercing Biometric Verification and blocking Web3 Wallet
25 access (¶¶ 30, 10). iii. Fraudulent acts by misrepresenting access options and NFT functionality (¶¶ 27,
26 42). b. Defendants' oppressive conduct harmed Plaintiff's ventures (¶¶ 38–40). c. Public harm is likely
27 (inactive users, ¶ 44), warranting injunctive relief for Plaintiff and the public.

1
2 55) Plaintiff seeks restitution, disgorgement, and injunctive relief.
3

4 **Fourth Cause of Action:**

5 **Violation of Consumer Legal Remedies Act** (Cal. Civ. Code §1770)

6 56) Elements (CACI 4700): a. Plaintiff is a consumer (§ 17). b. Defendants engaged in unfair or
7 deceptive acts, including misrepresenting Web3 Wallet access and NFT functionality (§§ 27, 42) and
8 coercive Biometric Verification (§ 30), violating Cal. Civ. Code §1770(a)(5), (7), (14). c. Plaintiff was
9 harmed (\$50,000, \$45 million presale, § 38). d. Defendants' acts were a substantial factor (§ 10).

10 57) Plaintiff seeks damages, restitution, and injunctive relief.
11

12 **Fifth Cause of Action:**

13 **Constructive Fraud** (Cal. Civ. Code §1573)

14 58) Elements (CACI 4110): a. Defendants had a confidential relationship with Plaintiff as Web3 Wallet
15 custodians (§ 24). b. Defendants breached this duty by withholding access and causing NFT errors
16 without disclosure (§§ 10, 27). c. Plaintiff relied on Defendants' implied duty to act in good faith (§ 39).
17 d. Plaintiff was harmed (\$300,000–\$500,000, labor, potentially \$45 million presale to \$4.5 billion post-
18 presale, §§ 33, 38).
19

20 59) Plaintiff seeks damages and equitable relief.
21

22 **Sixth Cause of Action:**

23 **Intentional Misrepresentation** (Cal. Civ. Code §1710)

24 60) Elements (CACI 1900): a. Defendants misrepresented Web3 Wallet access, instruction safety, and
25 NFT functionality (§§ 27, 42). b. Defendants knew or recklessly disregarded the falsehoods (§ 42). c.
26 Defendants intended Plaintiff's reliance (§ 30). d. Plaintiff reasonably relied (§ 39). e. Plaintiff was
27 harmed, with losses to Digital Assets valued at \$2 million to hundreds of millions, \$300,000–\$500,000
in labor, and potentially \$45 million presale to \$4.5 billion post-presale (§§ 24, 33, 38).

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1
2 61) Plaintiff seeks damages, punitive damages, \$50 million cash plus \$50 million CSVG investment.

3
4
5 **Seventh Cause of Action:**

6 **Intentional Infliction of Emotional Distress (Common Law)**

7 62) Elements (CACI 1600): a. Defendants' conduct (mocking aliases, Biometric Verification coercion,
8 NFT errors) was outrageous, intending distress (§§ 27, 31). b. Plaintiff suffered severe emotional
9 distress, including extreme agitation, anger, and heightened emotional volatility, manifesting as
10 sleeplessness and anxiety (§ 34). c. Defendants' oppressive conduct was a substantial factor (§ 30).

11
12 63) Plaintiff seeks compensatory and punitive damages.

13
14 **Eighth Cause of Action:**

15 **Intentional Interference with Prospective Economic Advantage (Common Law)**

16 64) Elements (CACI 2202; Blank v. Kirwan, 39 Cal. 3d 311 (1985)): a. Plaintiff had economic
17 relationships with buyers and investors (§§ 38–39). b. Defendants knew of these relationships (§ 39). c.
18 Defendants wrongfully acted (lockout, fraud, NFT errors, scheming, §§ 10, 27) with malice (§ 31). d.
19 Relationships were disrupted (lost offers, presale delay, indexing risks, §§ 38, 40). e. Plaintiff was
20 harmed (\$50,000, \$300,000–\$500,000 labor, potentially \$45 million presale to \$4.5 billion post-presale,
21 §§ 33, 38).

22
23 65) Plaintiff seeks compensatory damages and \$50 million cash plus \$50 million CSVG investment.

24
25 **Ninth Cause of Action:**

26 **Defamation (Common Law)**

27 66) Elements (CACI 1704): a. On information and belief, Defendants published false statements via
28 mocking aliases implying Plaintiff's untrustworthiness (§ 31). b. Statements were seen by third parties

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1 (necessarily publicized to thousands of followers, ¶¶ 35, 48). c. Statements made by Coinbase's support
2 staff were false, and contradictory to Plaintiff being a reputable entrepreneur (¶ 17). d. Defendants acted
3 with malice (¶ 31). e. Plaintiff suffered reputational harm, impacting investor relations in the
4 cryptocurrency industry where Defendant holds a prominent position, exacerbated by forced public
5 filings.

6
7 67) Plaintiff seeks damages and injunctive relief.

8
9 **Tenth Cause of Action:**

10 **False Light (Common Law)**

11 68) Elements (CACI 1802): a. Defendants publicized false facts via mocking aliases, placing Plaintiff in
12 a false light (¶ 31). b. The false light was highly offensive to a reasonable person (¶ 34). c. Defendants
13 acted with malice (¶ 31). d. Plaintiff suffered reputational and emotional harm in the cryptocurrency
14 industry where Defendant holds a prominent position, exacerbated by forced public filings (¶ 34).

15
16 69) Plaintiff seeks damages and injunctive relief.

17
18 **Eleventh Cause of Action:**

19 **Breach of Fiduciary Duty (Restatement (Second) of Torts §874)**

20 70) Elements (CACI 4100): a. Defendants, as Web3 Wallet custodians, owed Plaintiff a fiduciary duty
21 (¶ 24). b. Defendants breached this duty by locking Plaintiff out of the Web3 Wallet and causing NFT
22 errors (¶¶ 10, 27). c. Plaintiff was harmed (\$50,000, potential \$45 million presale to \$4.5 billion post-
23 presale, ¶ 38). d. The breach was a substantial factor (¶ 10).

24
25 71) Plaintiff seeks damages and equitable relief.

1 **Twelfth Cause of Action:**

2 **Harassment** (Cal. Civ. Code §527.6)

3 72) This cause of action is asserted in conjunction with Plaintiff's request for a civil harassment
4 restraining order pursuant to Cal. Civ. Code §527.6.

5
6 73) Elements (CACI 1300): a. Defendants engaged in a knowing and willful course of conduct directed
7 at Plaintiff — including mocking aliases, phishing, stalking, and threatening correspondence (§§ 31, 46,
8 36); b. Said conduct would cause a reasonable person to suffer substantial emotional distress, and
9 Plaintiff in fact suffered such distress (§ 34); c. Plaintiff reasonably feared for his safety, property, or
10 continued access to his digital livelihood (§ 46).

11
12 74) Plaintiff seeks: A civil harassment restraining order enjoining Defendants from further harassment,
13 threats, or coercion; Injunctive relief preventing asset destruction or contact; and Compensatory
14 damages to the extent allowable under law.

15 **Thirteenth Cause of Action:**

16 **Misappropriation of Likeness** (Cal. Civ. Code §3344)

17 75) Elements (CACI 1803): a. Defendants used Plaintiff's likeness by demanding Biometric Verification
18 scans (§ 30). b. Use was without consent (§ 31). c. Defendants gained a commercial advantage (§ 30). d.
19 Plaintiff was harmed (privacy invasion, § 34).

20
21 76) Plaintiff seeks damages, including statutory damages (\$750, §3344(a)).

22
23 **Fourteenth Cause of Action:**

24 **Violation of California Privacy Rights** (Article I, §1, Cal. Const.)

25 77) Elements (Hill v. Nat'l Collegiate Athletic Ass'n, 7 Cal. 4th 1 (1994)): a. Plaintiff has a legally
26 protected privacy interest in his biometric data (§ 30). b. Plaintiff had a reasonable expectation of
27 privacy, given no initial Biometric Verification requirement (§ 29). c. Defendants' unconsented scans
28 constituted a serious invasion (§ 30), analogous to Illinois BIPA (Rosenbach v. Six Flags Ent. Corp.,

1 2019 IL 123186). d. Plaintiff suffered harm (privacy violation, emotional distress, ¶ 34).

2
3 78) Plaintiff seeks damages and injunctive relief.

4
5 **Fifteenth Cause of Action:**

6 **Civil Conspiracy** (Common Law)

7 79) Elements (CACI 3600; Wyatt v. Union Mortg. Co., 24 Cal. 3d 773 (1979)): a. Defendants and
8 DOES 1–20 agreed to commit wrongful acts (lockout, NFT errors, scheming, ¶¶ 10, 27, 28, 36). b.
9 Defendants committed overt acts (Biometric Verification, mocking aliases, ¶¶ 30, 31). c. Plaintiff was
10 harmed (\$50,000, \$300-500,000 labor, potentially \$45 million presale to \$4.5 billion post-presale, ¶ 38).

11
12 80) Plaintiff seeks damages and injunctive relief.

13
14 **Sixteenth Cause of Action:**

15 **Extortion** (Cal. Penal Code §518, Civil Liability)

16 81) Elements (CACI 1830; Flatley v. Mauro, 39 Cal. 4th 299 (2006)): a. Defendants demanded Plaintiff
17 create and submit a self-portrait (Biometric Verification scan, ¶ 30), a rare, unique, and therefore
18 valuable artwork as Plaintiff is a professional digital artist (¶ 17). b. Defendants threatened to destroy
19 Plaintiff's unique Digital Assets (Web3 Wallet and its holdings, ¶ 24) by June 30, 2025, if Plaintiff did
20 not comply (¶ 43). c. On information and belief, Defendants acted with intent to obtain the self-portrait
21 with malicious intent, or deprive Plaintiff of his assets (¶ 27). d. Plaintiff was harmed by emotional
22 distress (agitation, anger, anxiety, ¶ 62) and financial loss (¶ 38). e. Defendants' coercive threat was a
23 substantial factor in causing harm (¶ 30).

24
25 82) Plaintiff seeks compensatory damages, punitive damages (Cal. Civ. Code §3294), and injunctive
26 relief to prevent Web3 Wallet and asset destruction.

1 **Seventeenth Cause of Action:**

2 **Declaratory Relief** (Cal. Code Civ. Proc. §1060)

3 83) Elements (CACI 3900): a. A controversy exists over Plaintiff's right to Web3 Wallet access without
4 nonstandard KYC (know your customer) use of Biometric Verification (§§ 10–12). b. Plaintiff seeks
5 judicial determination of his rights.

6
7 84) Plaintiff requests a declaration of access rights without Biometric Verification.

8
9 **VIII. PRAYER FOR RELIEF**

10 85) Plaintiff prays for judgment against Defendants as follows:

11
12 86) a. Due to the imminent threat of permanent asset loss by June 30, 2025, (§ 43), a TRO for both
13 temporarily restoring Coinbase account and Web3 Wallet access without Biometric Verification and
14 courtroom release of the Web3 Wallet private keys or seed phrases in order to secure NFT marketplace
15 access (e.g., OpenSea, Rarible) and transfer Digital Assets to a noncustodial wallet (Cal. Code Civ. Proc.
16 §512.010, §527); b. A preliminary and permanent injunction barring Biometric Verification coercion,
17 asset deletion, and harassment (Cal. Code Civ. Proc. §527, Cal. Civ. Code §527.6); c. A declaratory
18 judgment confirming Plaintiff's right to access Digital Assets without Biometric Verification (Cal. Code
19 Civ. Proc. §1060); d. Authorization for expedited sheriff-executed service, with sheriff fee waiver due to
20 Plaintiff's in forma pauperis status, via simultaneous application, necessitated by financial hardship and
21 urgency by June 30, 2025 (§ 43); e. Sealing of sensitive exhibits to protect Plaintiff's reputation, not
22 limited to in the cryptocurrency industry (Cal. Rules of Court, Rule 2.550);

23
24 87) Damages and equitable relief, including: a. Compensatory Damages: \$47,350,000 (\$2–100+ million
25 art valuation, \$300,000–\$500,000 labor, potentially \$45 million CSVG presale to \$4.5 billion post-
26 presale delay, §§ 24, 33, 38). b. Lost NFT revenue: \$50,000 (missed offers, § 38). c. Punitive Damages:
27 \$100 million for malicious and oppressive conduct (Cal. Civ. Code §3294, §§ 27, 30, 31). d. Statutory
28 Damages: \$750 for misappropriation of likeness (Cal. Civ. Code §3344(a), § 75). e. Restitution and

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1 Disgorgement: To be determined based on discovery (Cal. Bus. & Prof. Code §17203, ¶ 48). f.

2 Investment: \$50 million investment in CSVG (100x growth potential, ¶ 38).

3
4 88) Alternatively, \$1 billion or more in compensatory and punitive damages for total asset loss,
5 including the \$2 million to hundreds of millions valuation of Digital Assets and potential \$45 million to
6 \$4.5 billion CSVG presale losses, reserving federal RICO rights for a related case (¶ 49);

7
8 89) Referral to law enforcement for criminal prosecution of Defendants in violation of state or federal
9 laws; costs of suit and other just relief.

10
11 **IX. VERIFICATION**

12 90) I, Russell Rope, declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct to the best of my knowledge, including matters stated on information and
14 belief, which are based on reasonable grounds that I believe to be true.

15
16 Dated this 4th day of June, 2025

17
18 _____
19 *Russell Rope, Pro Se Plaintiff*

Exhibit 2

1 RUSSELL ROPE
ID 1607 POB 1198
2 Sacramento, CA 95812
310-663-7655
3 justice@russellrope.com
In Pro Per

FILED
Superior Court of California
County of Los Angeles

JUN 10 2025

David M. Stanton, Executive Officer/Clerk of Court
By: G. Robinson, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

10 RUSSELL ROPE,
11
12 Plaintiff,
13 v.
14 COINBASE, INC. & DOES 1-20,
15 Defendant(s)

Case No.: 25STCV16692

**DECLARATION IN SUPPORT OF
APPLICATION FOR TEMPORARY
RESTRAINING ORDER**

25 **Disclaimer & Notice of Copyright:** This declaration, including its original allegations and exhibits, is
26 the work of Plaintiff Russell Rope and is protected by copyright © 2025 Russell Rope. All rights
27 reserved. Reproduction or distribution for purposes other than judicial proceedings requires express
28 written permission from the copyright holder.

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1 I, Russell Rope, declare as follows:

2 **I. PERSONAL KNOWLEDGE AND COMPETENCY**

3 1) I am over 18 years of age and competent to testify to the matters set forth herein. I have personal
4 knowledge of the facts stated in this declaration, and if called as a witness, I could and would testify
5 competently thereto.

6 2) I conducted research on Defendant Coinbase, Inc.'s financial status, confirming its 2024 revenue as
7 approximately \$6.56 billion, as reported on Wikipedia and supported by public financial data, which is
8 referenced in my Verified Complaint (¶ 15) and attached as Exhibit A (Wikipedia screenshot or
9 Coinbase 2024 10-K filing excerpt, attached hereto).

10
11 **II. ACCOUNT CREATION AND INITIAL ACCESS (November 2023)**

12 3) I created my Coinbase account in November 2023 using standard identity verification requirements
13 including government-issued real ID (California Driver's License), verified email address, and verified
14 phone number.

15 4) No biometric verification was required at account creation or during initial setup. There was an option
16 to use biometrics for login, but I have never enabled facial recognition for any device or service. All of
17 my lenses are covered.

18 5) I was previously granted immediate access to Web3 Wallet services without any additional
19 verification requirements beyond the standard KYC (Know Your Customer) documentation.

20 6) I purchased Coinbase One membership, paying fees for premium features and support.

21
22 **III. DIGITAL ASSETS AND FINANCIAL INVESTMENT**

23 7) My most important Web3 ETH wallet address is 0x18e1dfcb9cc548e63afa943224d08cfa5baea7b8,
24 which can be verified on the Ethereum blockchain. Additional blockchain-based addresses are
25 connected to the private keys and/or passphrase.

26 8) As of June 2025, the wallet contains: a) The sole key to access and administer my NFT marketplace
27 accounts, collections, listings, sales, and royalties on multiple platforms; b) Approximately 400 NFTs,

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1 including 202 unique items across 6 collections I created (~240 currently listed, 160 ready for listing,
2 Verified Complaint, ¶ 24); c) ETH Balance: 0.018034253552720271 ETH (valued at approximately
3 \$47.07 at current market rates); d) Additional cryptocurrencies valued at approximately \$10.
4 9) I have invested approximately \$435.35 USD in gas and transaction fees (equivalent to 0.17413947
5 ETH) to build and maintain my digital asset portfolio.
6 10) I have invested approximately \$100 on domain name registration, hosting, and printing.
7 11) I have invested a lifetime of experience; time in excess of 40 hours/week for 2 years (4,320 hours).
8 12) All transactions and holdings are verifiable on-chain, not limited to (TRO/Discovery for full list):

9 [@ etherscan.io/txs?a=0x18e1dfcb9cc548e63afa943224d08cfa5baea7b8](https://etherscan.io/txs?a=0x18e1dfcb9cc548e63afa943224d08cfa5baea7b8)

11 IV. BUSINESS OPERATIONS AND MARKETPLACE ACCESS

12 13) I operate as a professional entrepreneur; brand and NFT creator, a digital artist with personal
13 collections listed on three major marketplaces; specifically, but not limited to:

14 [@ opensea.io/russellrope](https://opensea.io/russellrope)

15 [@ opensea.io/collection/classy-savage-nft](https://opensea.io/collection/classy-savage-nft)

16 [@ opensea.io/collection/classysavage](https://opensea.io/collection/classysavage)

17 [@ opensea.io/collection/classysavageart](https://opensea.io/collection/classysavageart)

18 [@ rarible.com/russellrope](https://rarible.com/russellrope)

19 [@ rarible.com/classysavage](https://rarible.com/classysavage)

20 [@ rarible.com/classy-savage-nft](https://rarible.com/classy-savage-nft)

21 [@ magiceden.io/u/russellrope](https://magiceden.io/u/russellrope)

22 [@ magiceden.us/collections/ethereum/classysavageart](https://magiceden.us/collections/ethereum/classysavageart)

23 [@ magiceden.us/collections/ethereum/classy-savage-nft](https://magiceden.us/collections/ethereum/classy-savage-nft)

24
25 14) Through those accounts, I maintain administrative control over 18 “Classy Savage” branded NFT
26 collection instances across three platforms, requiring active management (Verified Complaint, ¶ 24).

27 15) These NFT collections represent my artistic work and investment in digital assets, with some pieces
28 verifiably listed at high values (up to 999+ ETH) reflecting my business strategy of holding assets for
29

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1 long-term appreciation.

2 16) Beginning in November 2024, I began systematically documenting account irregularities, including
3 intentional display of incorrect images and metadata for my NFT collections on Coinbase's platform,
4 despite identical metadata functioning properly on other platforms (Verified Complaint, ¶ 27).

5
6 **V. DISCOVERY OF LOCKOUT AND VERIFICATION DEMAND (April 19, 2025)**

7 17) On April 19, 2025, I attempted to access my Web3 Wallet and discovered it was locked with an
8 error message stating "You must recover your account before you can sign this transaction. Go to
9 account recovery" (Verified Complaint, ¶ 10).

10 18) On April 19, 2025, Coinbase first demanded biometric verification (facial scan/selfie) as a condition
11 for restoring wallet access—the first time in over 17 months of account operation since November 2023
12 that any such verification had been demanded.

13 19) I immediately contacted Coinbase support on April 19, 2025, to dispute this new verification
14 requirement, opening support case #23176995.

15 20) During initial support chats beginning April 19, 2025, I explicitly rejected in writing: a) Biometric
16 verification requirements; b) Arbitration clauses; c) Small claims court limitations; d) Any modified
17 terms of service.

18 21) I noted that four-factor identification including biometric data is not standard KYC practice, and that
19 most platforms offering biometrics do so as an optional convenience feature, not a mandatory
20 requirement.

21 22) The lockout notice initially displayed a "48-hour" timeframe for resolution, but this notice remained
22 active significantly longer than 48 hours on multiple occasions.

23 23) I discovered an in-app notice about the verification requirement on April 19, 2025, and took a
24 screenshot for evidence. I received only one email notification about this significant account change,
25 which is inadequate given the potential impact on users and the reality that email inboxes are often filled
26 with spam (Verified Complaint, ¶ 44).

1 **VI. TESTING AND VALIDATION OF SUSPICIONS**

2 24) To test my suspicions about Coinbase’s intent and technical capabilities, I attempted verification
3 using both a high-quality archived selfie and AI-generated test images after initially refusing the
4 biometric requirement.

5 25) Initially, the verification process took a long time to fail; later, it became instant, suggesting manual
6 intervention rather than automated technical issues.

7 26) These tests validated my concerns about Coinbase’s verification process and confirmed patterns of
8 irregular behavior that I had been documenting since November 2024.

9 27) More recently, Coinbase logged me out of my entire account and attempted to require an even more
10 invasive 3D rotating face scan, escalating their biometric demands beyond the original selfie
11 requirement.

12
13 **VII. FORMAL LEGAL NOTICE AND RETALIATION (May 2025)**

14 28) On May 14, 2025, I sent a formal Cease, Desist & Demand letter to Coinbase, which is available at
15 russellrope.com/RRvsCB-CDD21-redacted.pdf.

16 29) On May 15, 2025—one day after my formal legal demand—news broke of an alleged Coinbase data
17 breach, reported publicly, validating my concerns about providing biometric data and raising questions
18 about the timing relative to my cease-and-desist (Verified Complaint, ¶ 16).

19 30) I received a response from escalations@coinbase.com on June 2, 2025, which repeated the same
20 demands without addressing my legal communications or the substantive issues raised in my cease-and-
21 desist letter.

22 31) The support representative appeared to be attempting to provoke a response while ignoring
23 communications through proper legal channels, coinciding with suspicious phishing attempts against me
24 from unknown parties.

25
26 **VIII. BUSINESS INTERFERENCE AND DAMAGES**

27 32) Coinbase’s lockout has prevented me from managing my business operations, including:
28 a. Unable to access my Web3 Wallet for transactions;

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1 b. Unable to manage NFT collections on connected marketplaces;

2 c. Loss of administrative control over 18 collection instances across three platforms.

3 33) I informed Coinbase that they would be sued for interfering with my listings (some as high as 999+
4 ETH); they locked me out of the entire account and demanded a rotating/3D face scan in addition to the
5 Web3 Wallet demand for a selfie.

6 34) This interference with my artistic work and investment strategy has caused substantial business
7 damage, as I set prices based on my assessment of the art's value and invest in holding assets for long-
8 term appreciation.

9 35) I have been locked out of my account for over 7 weeks, with Coinbase indicating a June 30, 2025,
10 deadline for compliance with their biometric demands, threatening permanent loss of access to my
11 digital assets.

12
13 **IX. EVIDENCE PRESERVATION AND DOCUMENTATION**

14 36) I have systematically collected extensive evidence of these issues, including: a) Chat transcripts
15 from support case #23176995 and related interactions; b) Screenshots documenting the lockout process
16 and error messages; c) Evidence of NFT display irregularities dating back to November 2024; d)
17 Documentation of my written rejections of biometric verification and arbitration; e) File creation
18 timestamps showing systematic evidence preservation beginning in November 2024.

19 37) This evidence demonstrates a pattern of harassment and intentional interference with my business
20 operations by Coinbase and DOES 1–20, showing malice and intent rather than random technical
21 difficulties, as alleged in my Verified Complaint (¶¶ 19, 27, 31).

Declaration

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1 **X. URGENCY AND IRREPARABLE HARM**

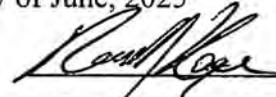
2 38) The June 30, 2025, deadline imposed by Coinbase creates immediate urgency, as permanent loss of
3 access to my digital assets and business operations would cause irreparable harm that cannot be
4 adequately compensated by monetary damages, necessitating the injunctive relief requested in the
5 Proposed Temporary Restraining Order (¶¶ 1-3).

6 39) My reputation as a digital artist and NFT creator is being damaged by the inability to manage my
7 collections and maintain my marketplace presence.

8 40) The ongoing lockout prevents me from conducting normal business operations and responding to
9 market opportunities in the rapidly-changing cryptocurrency and NFT markets.

10 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
11 correct.

12
13
14 Dated this 10th day of June, 2025

15 
16 _____
17 *Russell Rope, Pro Se Plaintiff*

06/10/2025

EXHIBIT 1

SCREENSHOTS OF NFT COLLECTIONS ON MARKETPLACES

Source: opensea.com/russellrope, rarible.com/russellrope, magiceden.us/russellrope

Date: Various Dates (2023-2025)



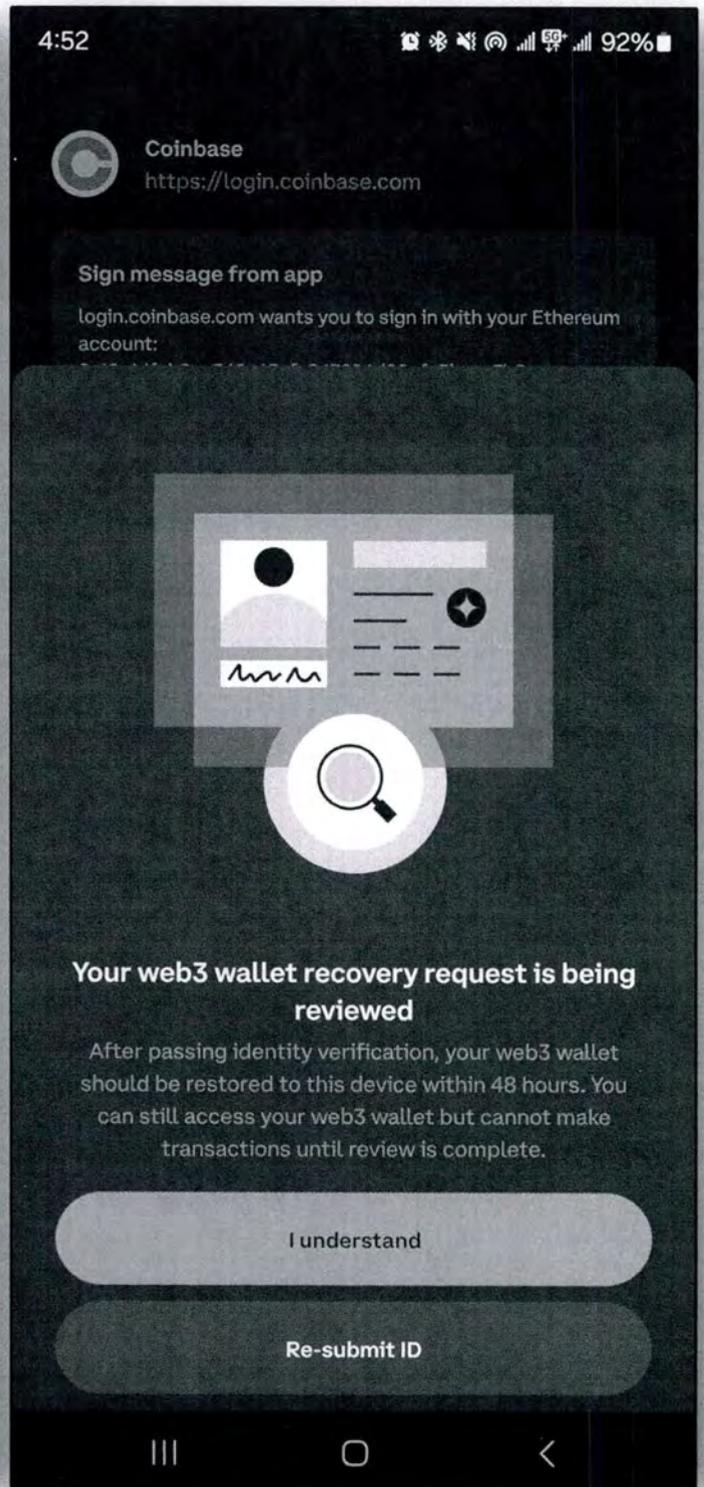
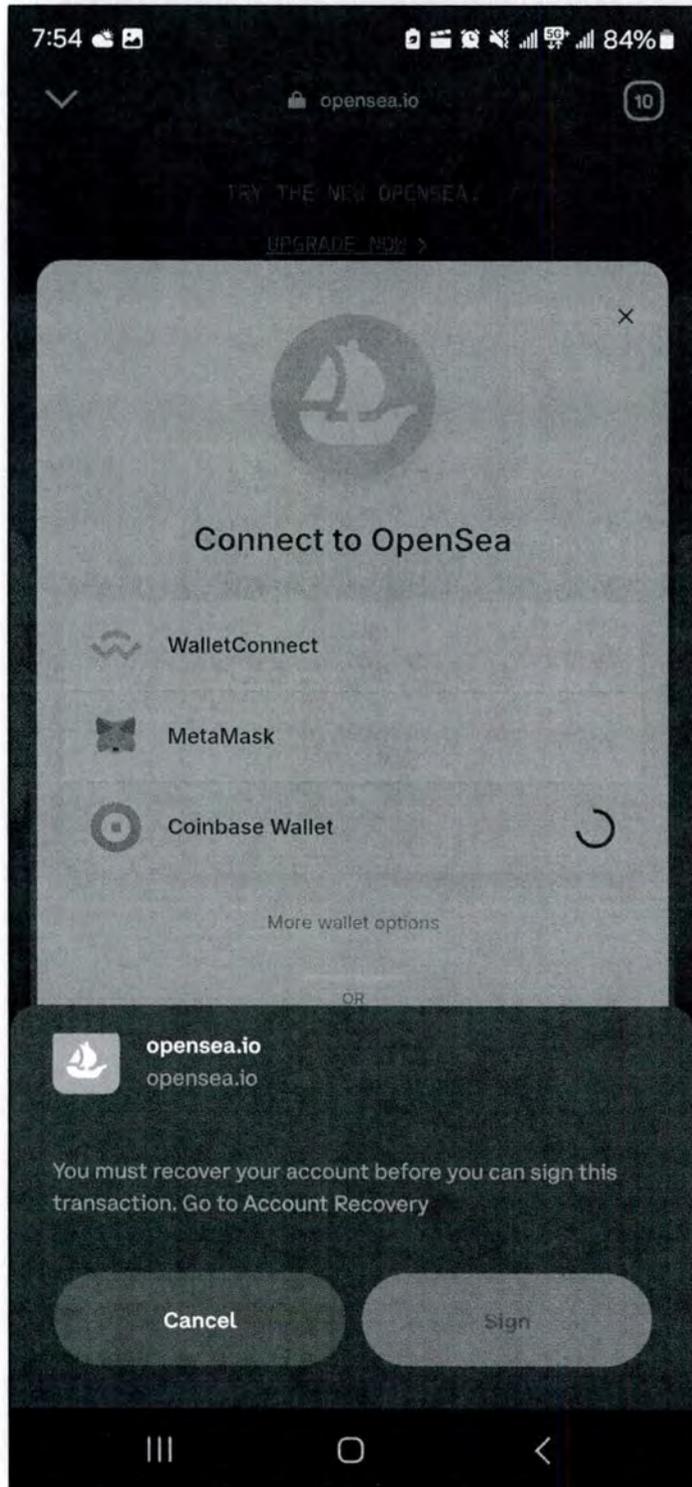
2025

EXHIBIT 2

SCREENSHOTS DISPLAYING PROOF OF LOCKOUT

Source: Coinbase in app Web3 browser (left) & Coinbase app (right)

Date: 4-19-2025



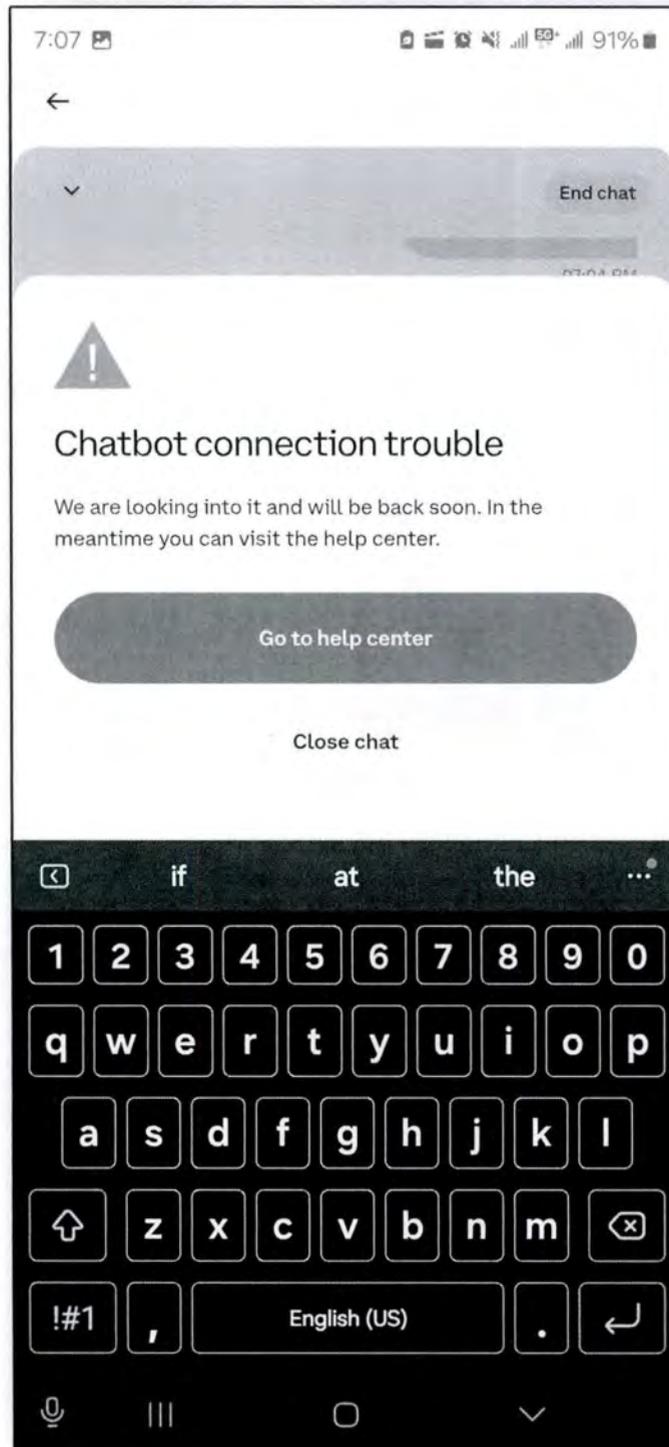
2025

EXHIBIT 3

SCREENSHOT OF SUPPORT CHAT DISCONNECTION ATTEMPTS EACH TIME THEY WERE WRONG

Source: coinbase.com

Date: Various Dates (4-19-2025)



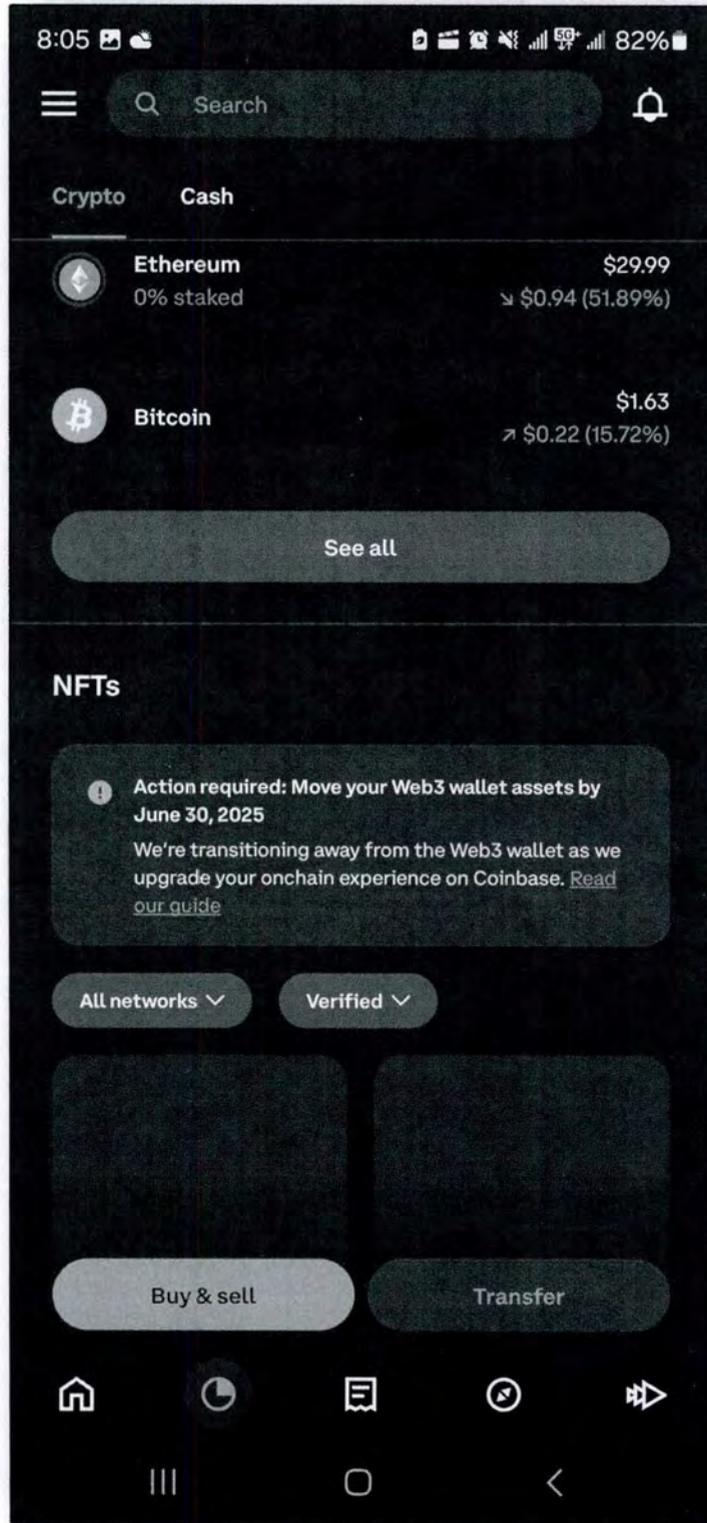
06/10/2025

EXHIBIT 4

SCREENSHOT DISPLAYING THREAT OF IRREPARAPBLE LOSS

Source: Coinbase App

Date: 4-19-2025



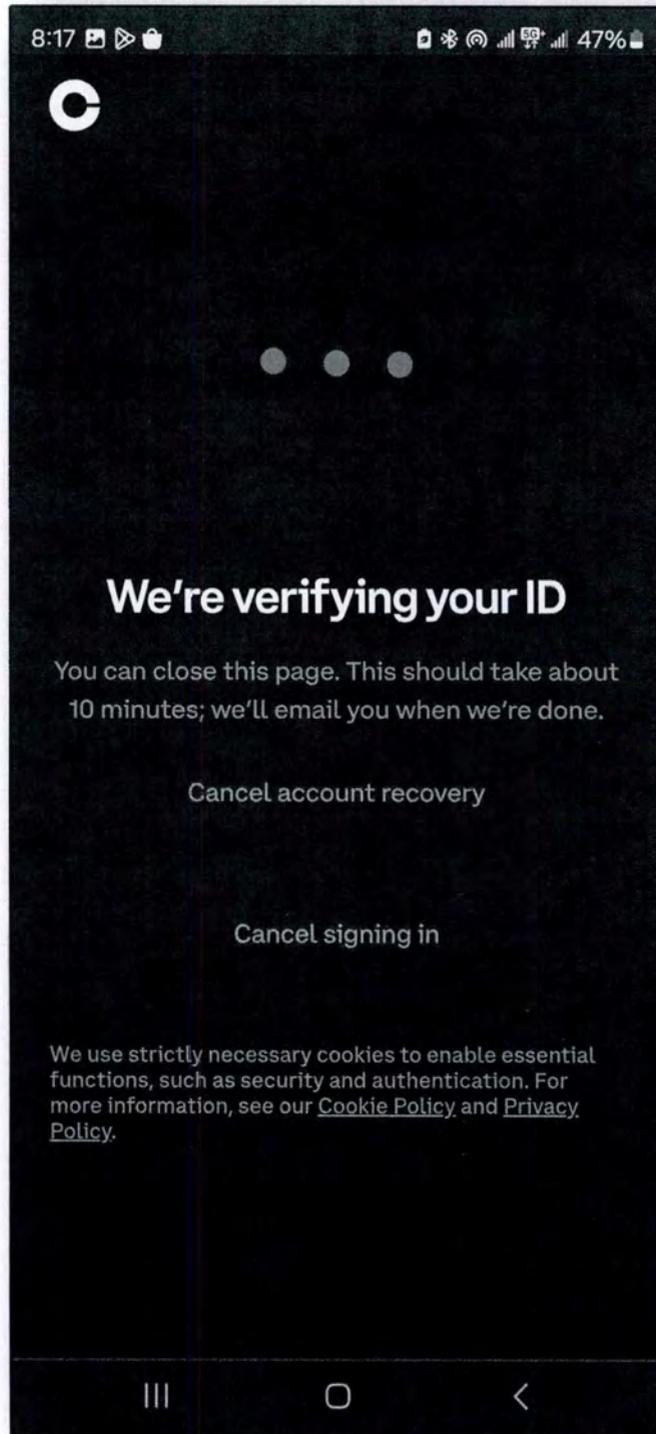
06/10/2025

EXHIBIT 5

SCREENSHOT DISPLAYING TIMING DISCREPENCIES

Source: Coinbase App

Date: 5-15-2025



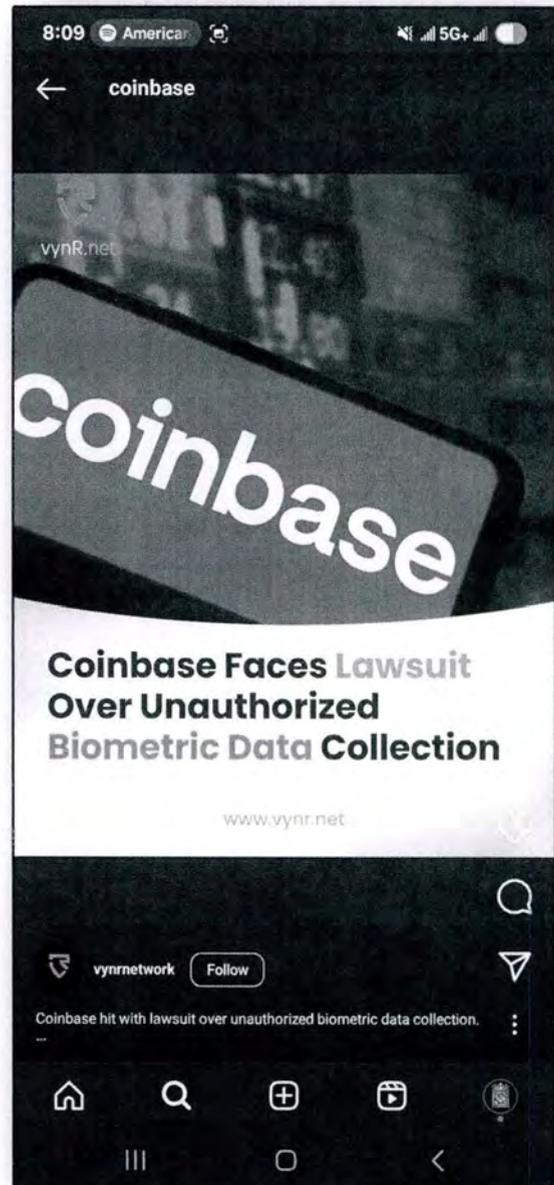
06/10/2025

EXHIBIT 6

SCREENSHOTS DISPLAYING RELEVANT NEWS FOLLOWING OFFICIAL DEMAND LETTER

Source: Instagram App

Date: 5-15-2025 (left), 5-23-2025 (right)



06/10/2025

Exhibit 3

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APPEARANCES VIA TEAMS:

FOR PLAINTIFF IN PRO PER:

(IN PERSON)

RUSSELL ROPE

ID 1607 POB 1198

SACRAMENTO, CALIFORNIA 95812

FOR SPECIALLY APPEARING DEFENDANT, COINBASE, INC.:

NORTON ROSE FULBRIGHT US, LLP

(IN PERSON)

BY: ERIC D. MARTIN, ESQ.

7676 FORSYTH BOULEVARD, SUITE 2230

ST. LOUIS, MISSOURI 63105

NORTON ROSE FULBRIGHT US LLP

(IN PERSON)

BY: JEFFREY B. MARGULIES, ESQ.

JACQUELINE C. FEICK, ESQ.

555 SOUTH FLOWER ST., 41ST FLOOR

LOS ANGELES, CALIFORNIA 90071

REPORTED BY:

MONICA CASTANEDA

OFFICIAL REPORTER PRO TEMPORE

1 CASE NUMBER: 25STCV16692
2 CASE NAME: ROPE VERSUS COINBASE, INC.
3 LOS ANGELES, CALIFORNIA THURSDAY, JULY 3, 2025
4 DEPARTMENT 39 HON. JAMES C. CHALFANT, JUDGE
5 APPEARANCES: (AS HERETOFORE NOTED.)
6 REPORTER: MONICA CASTANEDA, CSR 10323
7 TIME: MORNING SESSION
8
9
10

11 (PROCEEDINGS HELD VIA TEAMS.)
12
13
14
15

16 THE COURT: OKAY. RUSSELL ROPE VERSUS
17 COINBASE, INC., 25STCV16692.

18 APPEARANCES, PLEASE.

19 MR. MARTIN: GOOD MORNING, YOUR HONOR.

20 ERIC MARTIN HERE FOR COINBASE.

21 MR. MARGULIES: GOOD MORNING, YOUR HONOR.

22 JEFF MARGULIES ALSO, NORTON ROSE FULBRIGHT FOR
23 COINBASE.

24 MS. FEICK: GOOD MORNING, YOUR HONOR.

25 JACQUELINE FEICK ALSO HERE, NORTON ROSE
26 FULBRIGHT FOR COINBASE.

27 MR. ROPE: GOOD MORNING, YOUR HONOR.

28 RUSSELL ROPE HERE IN PRO PER.

1 THE COURT: HI. GOOD MORNING. SO THIS IS HERE
2 ON (CROSS-TALKING) --

3 MR. MARTIN: AND, YOUR HONOR, I BELIEVE THERE'S
4 A COURT REPORTER ON AS WELL.

5 THE COURT: OKAY. I DON'T NEED THE COURT
6 REPORTER'S APPEARANCE, BUT I HAVEN'T BEEN GIVEN ANYTHING
7 TO SIGN. OKAY. I ALREADY SIGNED IT? OH.

8 OKAY. THIS HERE IS AN EX PARTE APPLICATION BY
9 COINBASE TO DISSOLVE OR MODIFY THE MINUTE ORDER ENTERED
10 ON JUNE 27TH. BUT IT'S ALSO HERE ON MR. ROPE'S EX PARTE
11 APPLICATION FOR AN ORDER PERMITTING ALTERNATIVE SERVICE
12 OF SUMMONS AND COMPLAINT. AND, FINALLY, THERE IS AN EX
13 PARTE FOR JULY 7TH BY MR. ROPE FOR A TRO FOR AN
14 EMERGENCY PRESERVATION ORDER, WHICH REALLY IS SORT OF A
15 COUNTERPART TO TODAY'S EX PARTE BY COINBASE. THERE ARE
16 TWO ON CALENDAR TODAY AND ONE ON CALENDAR FOR MONDAY IN
17 DEPARTMENT 28, WHICH I'LL GET TO IN A SECOND.

18 SO DEFENDANTS' EVIDENCE IS MOSTLY ABOUT HOW THE
19 PLAINTIFF HAS NO RIGHT TO REFUSE BIOMETRIC
20 IDENTIFICATION AND CAN END HIS ACCOUNT IF HE WANTS AND
21 TRANSFER ITS CONTENTS IF HE WANTS. NONE OF THAT IS
22 REALLY AT ISSUE HERE. THAT ISSUE HAS BEEN -- HAS COME
23 AND GONE WITH PREVIOUS EX PARTES AND MR. ROPE'S
24 APPELLATE EFFORT THAT WAS DENIED.

25 THE PENDING MATTER IS THAT MR. ROPE -- I'M
26 SORRY -- THAT COINBASE HAS BEEN ORDERED TO PRESERVE
27 ACCESS TO MR. ROPE'S ACCOUNT. THE -- COINBASE SAYS ONLY
28 MR. ROPE CAN TRANSFER HIS OWN ASSETS AND EXPLAINS THAT

1 HE COMMITTED -- THE WALLET IS SET UP SO THAT -- LET ME
2 BE ACCURATE HERE. THAT EACH PARTY POSSESSES A KEY AND
3 BOTH KEYS HAVE TO BE USED IN ORDER TO GAIN ACCESS. I
4 DON'T KNOW WHAT THAT IS. WHAT IS THAT NOISE?

5 THE CLERK: I THINK IT'S INTERNAL.

6 THE COURT: MAYBE IT STOPPED.

7 AND THAT BECAUSE BOTH KEYS MUST BE USED ONLY
8 THE PLAINTIFF CAN TRANSFER HIS ASSETS. THE DEFENSE,
9 COINBASE, ALSO SAYS IT WOULD BE A BURDEN TO PRESERVE THE
10 WEB3 WALLET BEYOND THE JULY 7TH DATE FOR WHICH IT IS
11 PLANNED TO DISAPPEAR APPARENTLY. THAT IS THE NACOSTE
12 DECLARATION IN PARAGRAPH 16 AND 17. COINBASE DOES NOT
13 EXPLAIN HOW THE ORDER COULD BE MODIFIED SO IT'S REALLY
14 NOT AN EX PARTE APPLICATION TO MODIFY THE PRESERVATION
15 ORDER. IT'S SIMPLY TO DISSOLVE IT.

16 SO THE PROBLEM HERE IS THAT COINBASE HAS SHOWN
17 THAT -- WELL, THEY PROVIDE A LOT OF EVIDENCE ON WHY
18 VERIFICATION IS SIMPLY NOT ANYTHING THAT MR. ROPE CAN
19 COMPLAIN ABOUT. IT'S SHOWING THAT IT WOULD BE A BURDEN
20 TO PRESERVE ACCESS. IT'S NOT PARTICULARLY STRONG. IT'S
21 ONLY IN TWO PARAGRAPHS. AND IT SAYS AS FOLLOWS:

22 "IN AN ANTICIPATION OF THE JULY 7TH
23 DEADLINE, COINBASE HAS BEGUN THE PROCESS OF
24 REALLOCATED" -- "REALLOCATING A LIMITED
25 ENGINEERING PRODUCT AND CUSTOMER SUPPORT
26 SERVICES FOR MAINTAINING THE WEB3 WALLET TO
27 HIGHER PRIORITY INITIATIVES. COINBASE OFFERS
28 AND MAINTAINS DOZENS OF DISTINCT PRODUCTS AND

1 SERVICES EACH OF WHICH CARRIES" --
2 I'M PARAPHRASING.

3 EACH OF WHICH CARRIES ITS OWN ENGINEERING
4 PRODUCT DEVELOPMENT, CUSTOMER SUPPORT, AND REGULATORY
5 COMPLIANCE OBLIGATIONS. EXTENDING SUPPORT FOR A
6 DEPRECATED PRODUCT SOLELY TO ACCOMMODATE ONE USER WOULD
7 IMPOSE AN IMMEDIATE AND UNDUE OPERATIONAL BURDEN.
8 DIVERTING SCARCE TECHNICAL PERSONNEL AND INFRASTRUCTURE.
9 IN OVERALL CONCLUSION, THERE ISN'T ANY DETAIL.

10 NONETHELESS, MR. ROPE, IT DOES SEEM THAT
11 PRESERVING ACCESS TO YOUR ACCOUNT, WHICH IS WHAT I
12 ORDERED, IS A PROBLEM PARTICULARLY WHERE YOU COULD
13 EASILY GAIN ACCESS IF YOU SIMPLY USE THE BIOMETRIC
14 VERIFICATION THAT THEY ASK FOR.

15 I'M TRYING TO HELP YOU PRESERVE BUT I --
16 IT'S -- AND I DON'T THINK THERE'S BEEN A DEMONSTRATION
17 OF WHAT THE BURDEN IS. SO I'M UNCERTAIN HOW TO DEAL
18 WITH THIS.

19 MR. ROPE: OKAY.

20 THE COURT: YES.

21 MR. ROPE: FIRST, I WANT TO GIVE YOU A LITTLE
22 BIT OF BACKGROUND. I GREW UP WITH COMPUTERS SINCE APPLE
23 IIC. I'M A PURE GENIUS. I COULD PROGRAM IN NEARLY 40
24 COMPUTER LANGUAGES. I AM AN ENGINEER. I TOOK THREE
25 YEARS OF ADVANCED ELECTRONICS. I HAVE A DEGREE IN
26 TECHNOLOGY, ART, AND MEDIA AND A DEGREE CERTIFICATION IN
27 MULTIDISCIPLINARY APPLIED TECHNOLOGY.

28 I DON'T THINK -- WITH ALL DUE RESPECT TO THEIR

1 LEGAL CREDENTIALS, I DON'T THINK THAT THEY'RE COMPETENT
2 TO TALK ABOUT TECHNICAL STUFF. AND THEIR CLAIMS OF
3 ENGINEERING BURDEN ARE A FABRICATION OF BAD FAITH
4 LITIGATION TACTICS. I'M THE ONLY PARTY THAT'S FACING
5 IRREPARABLE HARM. AND NOT ONLY THAT, BUT THEY HAVE
6 AMPLE TIME TO ASSIST IN THE RECOVERY OF THE PASSKEY FROM
7 MY DEVICE AND THEIRS THROUGH COOPERATION AS WELL AS TO
8 TRANSFER THE ASSETS WITHOUT ME EVEN HAVING TO USE THEIR
9 SERVICE OR LOG IN OR GIVE ANY BIOMETRICS.

10 I THINK THAT THERE IS TIME TO PLAY THE COURT,
11 YOUR HONOR. YOU ALREADY ISSUED AN ORDER AND THEY DID
12 NOT MAKE ANY EFFORT -- ANY LEGITIMATE EFFORT TO TRY AND
13 TO COMPLY WITH THE PARTS OF YOUR ORDER REGARDING
14 EXPLORING RESOLUTION OR RETURNING MY ASSETS.

15 AND NOT ONLY THAT, THE ONLY THING THAT THEY
16 TRIED TO DO IN THE MEET AND CONFER WAS GET ME TO DO
17 EVERYTHING I'M COMPLAINING ABOUT IN THE COMPLAINT, WHICH
18 IS TO LOG IN WITH THE BIOMETRICS. AND I'M KIND OF
19 TRYING TO HUMOR THEM BY DOING IT A WAY WHERE I WAS USING
20 AN OLD PICTURE TO TRY AND PASS THE BIOMETRICS, WHICH
21 DIDN'T WORK. BUT I WAS IMMEDIATELY SENT A VERY
22 THREATENING MESSAGE FROM THEM. I DON'T REALLY WANT TO
23 GO INTO DETAIL ABOUT IT BECAUSE IT COULD JEOPARDIZE MY
24 SECURITY. BUT IT'S JUST THERE'S NO REASON FOR THEIR
25 POSSIBLE BURDEN TO COMPARE TO MY IRREPARABLE DAMAGES
26 THAT I FACE.

27 THE COURT: OKAY.

28 MR. MARTIN: YOUR HONOR, IF I MIGHT BE HEARD?

1 THE COURT: YES. YOU WANT TO IDENTIFY YOURSELF
2 FOR THE REPORTER?

3 MR. MARTIN: YES. ERIC MARTIN, NORTON ROSE
4 FULBRIGHT FOR COINBASE.

5 COUPLE OF QUICK POINTS, YOUR HONOR. IN
6 MR. ROPE'S PAPERS, HE ACTUALLY PROVIDED AN EXHIBIT,
7 EXHIBIT 2, TO HIS DECLARATION, WHICH SHOWS THAT HE'S
8 READY TO TRANSFER THESE ASSETS. HE'S READY TO GO. AND
9 IT JUST SIMPLY SAYS, YOU KNOW, PROVIDE YOUR FACE
10 IDENTIFICATION IN THE BIOMETRIC.

11 SO BETWEEN NOW AND JULY 7TH, HE COULD GO OUT OF
12 THE COURTROOM RIGHT NOW AND IN OUR 35 MINUTE MEET AND
13 CONFER ON MONDAY, I IMPORED HIM SIMPLY TO DO -- TO DO
14 WHAT IS REQUIRED.

15 THE COURT: HE'S NOT WILLING TO DO THAT AND
16 (CROSS-TALKING) --

17 MR. ROPE: YOU HEARD ME.

18 THE COURT: -- (CROSS-TALKING) THAT CITING THE
19 PREMISE WHICH IS THAT HE DOESN'T WANT TO IDENTIFY HIS
20 FACE THROUGH WHATEVER YOU THINK OF THAT, THAT'S -- THAT
21 IS NOT AN ISSUE IN FRONT OF ME. THE ONLY ISSUE IN FRONT
22 OF ME IS PRESERVATION.

23 MR. MARTIN: RIGHT, YOUR HONOR. OKAY.
24 UNDERSTOOD. AND, OBVIOUSLY, THE CONTRACT SAYS THAT HE
25 HAS TO PROVIDE THAT. BUT GOING TO THE ISSUE, AS WE'VE
26 MENTIONED AND AS THE NACOSTE AFFIDAVIT PROVIDES, THERE
27 IS NO WAY TO PRESERVE ACCESS FOR ONE INDIVIDUAL. THIS
28 WOULD REQUIRE THE MAINTENANCE OF THE ENTIRE WALLET FOR

1 LIKE MILLIONS OF USERS. MILLIONS OF COINBASES' OTHER
2 CUSTOMERS HAVE, YOU KNOW, FOLLOWED INSTRUCTIONS.

3 THE COURT: THEY'RE ALL IN THE WALLET?
4 MILLIONS OF PEOPLE ARE IN ONE WALLET? WHY ARE YOU
5 DESTROYING OR/AND ENDING THIS WALLET?

6 MR. MARTIN: THE WALLET IS BEING DEPRECATED SO
7 THAT IT CAN -- SO THAT THERE CAN BE A HIGHER QUALITY
8 SERVICES PROVIDED TO THE INDIVIDUALS. SO THIS WEB3
9 WALLET, WHICH WAS ANNOUNCED WAY BACK IN APRIL, WE
10 PROVIDED ALL THE CUSTOMER COMMS, YOUR HONOR. SO YOU
11 COULD SEE WE PROVIDED DETAILED STEPS TO HIM IN APRIL
12 ABOUT WHAT TO DO. THIS ENTIRE WEB3 WALLET IS GOING
13 AWAY. AND AS A RESULT, YOU KNOW, PEOPLE ARE -- ARE
14 BEING -- HAVE BEEN ASKED FOR MONTHS TO TRANSFER THEIR
15 ASSETS.

16 SO BECAUSE THIS ENTIRE WALLET, AS NACOSTE
17 EXPLAINS, IS BAKED INTO THE INFRASTRUCTURE, IT'S SIMPLY
18 NOT POSSIBLE TO MAINTAIN IT FOR ONE INDIVIDUAL. AND,
19 YOU KNOW, AGAIN, A VERY DIFFICULT SITUATION TO HAVE TO
20 MAINTAIN A PRODUCT, WHICH HAS FOR MONTHS, BEEN -- BEEN
21 ADVERTISED AS GOING AWAY FOR ONE INDIVIDUAL. IT'S,
22 AGAIN, EXTREMELY DIFFICULT.

23 THE COURT: YOU KEEP SAYING THAT AND THAT'S
24 WHAT THE DECLARATION SAYS. IT DOESN'T REALLY TELL ME
25 ANYTHING.

26 MR. MARTIN: WELL, I MEAN, YOU THINK ABOUT A
27 WALLET, A SERVICE FOR, AGAIN, MILLIONS OF PEOPLE. AND
28 THAT SERVICE, YOU KNOW, OTHER -- ALL THE OTHER CUSTOMERS

1 HAVE -- HAVE FOLLOWED INSTRUCTIONS AND DONE THAT. SO TO
2 KEEP, YOU KNOW, THIS MASSIVE ENGINEERING PRODUCT ALIVE
3 FOR ONE INDIVIDUAL IS SIMPLY -- IS SIMPLY WAY OUT OF
4 LINE. AGAIN, WHEN HE HAS NO CONTRACTUAL RIGHT.

5 THE COURT: ALL RIGHT. YOU DON'T HAVE -- YOUR
6 PROBLEM IS YOU DON'T HAVE ANY DETAILS ON THIS. I DON'T
7 KNOW WHAT IT MEANS TO KEEP THIS MASSIVE PRODUCT ALIVE.
8 I DON'T KNOW WHY YOU HAVE TO KEEP IT ALIVE TO PRESERVE
9 THE CONTENTS OF HIS ACCOUNT. YOU'RE GOING TO NEED --
10 YOU'RE GOING TO NEED TO PROVIDE MORE DETAILS. YOU CAN'T
11 (CROSS-TALKING) --

12 MR. MARTIN: OKAY.

13 THE COURT: YOU CAN'T DO IT BUT WITH THE
14 CONCLUSIONS THAT YOU HAVE. AND I WILL TELL MR. ROPE
15 THIS, IF THEY PROVIDE DETAILS THAT IT CAN'T BE DONE
16 WITHOUT A MAJOR BURDEN AND EXPLAINING WHAT HAS TO BE
17 DONE AND WHAT IT'S GOING TO COST, AN ESTIMATE OF COST,
18 AND THEN IF THAT BURDEN IS SIGNIFICANT, THEN THEY'RE
19 LIKELY TO HAVE YOUR TRO DISSOLVED. BUT IT'S NOT GOING
20 TO HAPPEN IN FRONT OF ME. IT'S GOING TO HAPPEN IN FRONT
21 OF JUDGE KEN. HE'LL BE HERE ON MONDAY; RIGHT?

22 THE CLERK: ON WEDNESDAY.

23 THE COURT: OH, WELL, OKAY. SO I GUESS IT'S
24 GOING TO BE IN FRONT OF ME ON MONDAY. SO THIS HEARING
25 WILL BE CONTINUED TO MONDAY.

26 MR. ROPE: CAN I RESPOND TO WHAT HE JUST SAID?

27 THE COURT: NO. YOU'LL BE ABLE TO FILE
28 SOMETHING. I'M NOT GOING TO -- JUST GOING TO HAVE

1 INFORMATION FROM THEM. YOU CAN TELL ME YOUR EXPERTISE
2 AND WHY IT IS THEY CAN EASILY PRESERVE YOUR DIGITAL
3 PICTURES, I GUESS THEY ARE.

4 (DISCUSSION WITH CLERK.)

5 THE COURT: OKAY. SO I'M CONTINUING THIS UNTIL
6 MONDAY. I WANT DETAILED INFORMATION ABOUT THE BURDEN
7 AND MAN HOURS, COST, ENGINEERING REQUIREMENTS, AND WHY
8 YOU CAN'T SIMPLY, SOME OTHER WAY, TRANSFER THE CONTENTS
9 OF HIS ACCOUNT TO ANOTHER LOCATION WHERE IT COULD BE
10 PRESERVED. AND IF THEY MAKE THAT SHOWING, THEY'RE GOING
11 TO GET THE TRO DISSOLVED BECAUSE IT'S ONE THING TO
12 REQUIRE A DEFENDANT TO PRESERVE INFORMATION, IT'S
13 ANOTHER TO MAKE THEM UNDERGO A SIGNIFICANT BURDEN TO
14 PRESERVE INFORMATION. I DON'T FEEL IT'S EQUITABLE TO DO
15 THAT.

16 MR. ROPE: YOUR HONOR?

17 THE COURT: SO WAIT. WAIT. I'M JUST TELLING
18 YOU WHAT -- HOW THE FUTURE LOOKS. OKAY. AND YOU CAN
19 ARGUE WITH EVIDENCE. I DON'T WANT YOU TESTIFYING. I
20 WANT YOU TO -- A DECLARATION OF EVIDENCE TO THE CONTRARY
21 ABOUT HOW EASY IT WOULD BE FOR THEM TO PRESERVE.

22 MR. ROPE: I ALREADY HAVE. IT'S ALL IN
23 WRITING. AND I JUST WANT (CROSS-TALKING) --

24 THE COURT: OKAY.

25 MR. ROPE: THEY ASKED ME (CROSS-TALKING) --

26 THE COURT: I TELL YOU WHAT I TELL THEM.

27 MR. ROPE: PRESERVATION DOESN'T MATTER ANYMORE.

28 THE COURT: I'LL TELL YOU WHAT I TELL THEM.

1 CONCLUSIONS DON'T WEIGH A LOT. CONCLUSIONS ARE NOT
2 IMPORTANT OR SIGNIFICANT. NOT IMPORTANT IS THE WRONG
3 WORD. CONCLUSIONS ARE NOT SIGNIFICANT UNLESS THEY'RE
4 SUPPORTED BY DETAILS. SO I THINK YOU PROVIDED
5 CONCLUSIONS ALSO. BUT I NEED DETAILS. WHY IS IT THAT
6 THIS WALLET -- OKAY. I'M ASSUMING THE WALLET HAS TO END
7 BECAUSE IT'S BEING UPDATED. FINE. WHY IS IT THAT
8 SPECIFIC INFORMATION IN AN ACCOUNT CANNOT BE
9 TRANSFERRED? I UNDERSTAND THE KEY ISSUE THAT YOU GOT TO
10 HAVE TWO KEYS AND ALL OF THAT. WHY IS IT THAT IT CAN'T
11 BE TRANSFERRED ANYWAY SOMEHOW? AND IF IT CAN'T
12 (CROSS-TALKING) --

13 MR. ROPE: I COULD ANSWER THIS RIGHT NOW UNDER
14 SWORN DECLARATION.

15 THE COURT: HEY, I DON'T WANT TESTIMONY. DO
16 NOT WANT TESTIMONY. I WANT DECLARATIONS. AND YOU CAN
17 FILE A DECLARATION JUST LIKE THEY CAN.

18 MR. ROPE: OKAY.

19 THE COURT: BUT WE'RE NOT GOING TO COME IN HERE
20 AND WING IT.

21 MR. ROPE: UNDERSTOOD.

22 THE COURT: WITH TESTIMONY.

23 MR. ROPE: WITH ALL RESPECT.

24 THE COURT: AND THAT WILL HAPPEN ON MONDAY.
25 AND YOU BOTH -- SINCE TOMORROW IS A HOLIDAY, YOU DON'T
26 HAVE TO FILE ANYTHING UNTIL 8:30 ON MONDAY.

27 MR. ROPE: I FILED ANOTHER EX PARTE.

28 THE COURT: HOLD ON. I'M NOT DONE. THIS IS

1 JUST ONE OF THE THREE EX PARTES THAT I'M DEALING WITH
2 RIGHT NOW. SO, EVERYBODY, 8:30 MONDAY. FILE WHATEVER
3 YOU CAN. I NEED A HARD COPY, COURTESY COPY AT 8:30 FROM
4 BOTH SIDES. AND I'M TELLING YOU, MR. ROPE, IF THERE'S
5 GOING -- IF THERE IS GOING TO BE A BURDEN, THEN THE TRO
6 IS GOING TO BE DISSOLVED. OKAY. THAT'S EX PARTE ONE.

7 EX PARTE TWO IS MR. ROPE'S EX PARTE FOR AN
8 ALTERNATIVE MEANS OF SERVICE. YOU REALLY WANT HIM TO
9 SERVE (CROSS-TALKING) --

10 MR. MARTIN: WE'D ACCEPT THE SERVICE.

11 MR. ROPE: I WITHDRAW THAT.

12 THE COURT: OKAY. SO THAT'S MOOT.

13 MR. ROPE: AS LONG AS YOU -- DO YOU ACKNOWLEDGE
14 ON THE RECORD THAT THEY AGREE -- OH, YOU JUST DID, I
15 GUESS.

16 MR. MARTIN: YES. I SENT AN E-MAIL TO YOU
17 CONFIRMING THAT AND I'M CONFIRMING (CROSS-TALKING) --

18 THE COURT: YOU'RE ACCEPTING SERVICE ON BEHALF
19 OF COINBASE.

20 MR. MARTIN: RESPONSIVE PLEADING DATE OF AUGUST
21 20.

22 THE COURT: OKAY. FINE. AND THEN THE LAST EX
23 PARTE IS THE ONE NOT CURRENTLY SET HERE. IT'S SET IN
24 DEPARTMENT 28 ON MONDAY. AND THAT IS MR. ROPE'S EX
25 PARTE APPLICATION FOR EQUIVALENT RELIEF IN LIEU OF TRO
26 OR EMERGENCY PRESERVATION ORDER. I'VE READ THAT AND IT
27 LOOKS TO ME LIKE IT'S THE FLIP SIDE OF THE COIN THAT'S
28 CURRENTLY IN FRONT OF ME, WHICH I'VE JUST CONTINUED TO

1 MONDAY.

2 MR. ROPE: THE DIFFERENCE IS I PRIORITIZED THE
3 RETURN OF MY PROPERTY OVER THE PRESERVATION BECAUSE THE
4 PRESERVATION IS NO LONGER RELEVANT. THE ONLY REASON I
5 DIDN'T PRESS FOR THE FULL TRO AT THE LAST HEARING WAS
6 BECAUSE I HAD GOOD FAITH THAT THEY WERE GOING TO TRY AND
7 RESOLVE THIS AT OUR MEET AND CONFER PER YOUR ORDER.

8 THE COURT: RIGHT. SO I'M LOOKING AT IT RIGHT
9 NOW, AND IT'S NOT THE FLIP SIDE OF THE COIN BECAUSE YOU
10 WANTED ME TO TRANSFER OVER YOUR PROPERTY, WHICH IS THE
11 VERY ISSUE IN YOUR FIRST EX PARTE THAT THE COURT OF
12 APPEAL UPHELD THE DENIAL. SO DOESN'T MEAN YOU CAN'T
13 COME BACK -- BUT TWO THINGS. ONE, I'M NOT GOING TO
14 CONTINUE HEARING EX PARTES ON A REGULAR BASIS IN THIS
15 CASE. IT'S GOING TO STOP.

16 MR. ROPE: I THOUGHT WE WERE DONE.

17 THE COURT: PROBABLY MONDAY. AND SECOND, IF
18 YOU COME -- THIS TRO APPLICATION THAT IS SET FOR MONDAY
19 IN DEPARTMENT 28, IT ESSENTIALLY SEEKS THE SAME RELIEF
20 YOU SOUGHT IN YOUR VERY FIRST EX PARTE APPLICATION. AND
21 YOU CAN APPLY AGAIN BUT WHEN -- TO PREVENT PARTIES FROM
22 COMING BACK OVER AND OVER AND SEEKING THE SAME RELIEF,
23 THERE'S A CODE OF PROVISION CALLED CODE OF CIVIL
24 PROCEDURE 1008(B). I COMMEND IT TO YOUR ATTENTION. YOU
25 HAVE TO FOLLOW 1008(B) WHEN YOU RENEW AN APPLICATION
26 THAT'S BEEN DENIED. SO THIS APPLICATION IS DEFECTIVE
27 BECAUSE IT DOES NOT COMPLY WITH 1008(B). WE'RE GOING TO
28 BE DEALING WITH THE ISSUE ON MONDAY. BUT I DO AGREE

1 THAT THIS IS A LITTLE DIFFERENT. THIS SEEKS IMMEDIATE
2 RETURN OF YOUR PROPERTY. WHEREAS WHAT WE'RE DEALING
3 WITH IS PRESERVATION OF YOUR PROPERTY. THEY ARE TWO
4 DIFFERENT THINGS. SO YOU CAN -- IF YOU WANT ON MONDAY,
5 YOU KNOW, RENEW YOUR APPLICATION, BUT YOU GOT TO COMPLY
6 WITH 1008(B).

7 MR. ROPE: AND TODAY'S EX PARTE, I ASKED --
8 UNDER RELIEF, I'M ASKING FOR THEM TO RETURN MY PROPERTY
9 IMMEDIATELY IF THEY CAN. BECAUSE THEY CAN GO ALONG WITH
10 ENDING THEIR WALLET PRESERVATION FOR EVERYBODY. AND NOT
11 ONLY THAT, BUT THEY'RE PROBABLY TRYING TO STEAL FROM
12 OTHER PEOPLE EVEN THOUGH THAT MY -- MY CLAIM IS JUST
13 ABOUT MY PROPERTY. I HAVE A FEELING THAT THERE'S A BIG
14 PUBLIC INTEREST IN PRESERVING WALLETS FOR OTHER PEOPLE.

15 THE COURT: OKAY. BUT THAT'S NOT SOMETHING
16 THAT YOU HAVE THE RIGHT TO RAISE.

17 MR. ROPE: I UNDERSTAND. I JUST WANTED TO LET
18 YOU KNOW.

19 THE COURT: SO IF YOU THINK IT CAN BE EASILY --
20 I'M SURE THEY'RE WILLING TO RETURN IT TO YOU IF IT CAN
21 BE DONE. IF YOU THINK IT CAN BE EASILY RETURNED, THEN
22 YOU COULD PUT THAT IN YOUR DECLARATION FOR MONDAY TOO AS
23 TO HOW EASY IT WOULD BE FOR THEM TO RETURN WITHOUT YOU
24 USING YOUR FACIAL RECOGNITION.

25 MR. ROPE: I'LL GET VERY TECHNICAL FOR YOU,
26 YOUR HONOR.

27 THE COURT: OKAY. DOES EVERYBODY UNDERSTAND
28 WHERE WE ARE? SO THIS EX PARTE THAT IS SET IN

1 DEPARTMENT 28 IS NOW IN MY COURT. BUT IT'S
2 NON-COMPLIANT WITH 1008(B), SO YOU'D HAVE TO -- YOU'D
3 HAVE TO FILL OUT A NEW ONE IF YOU WANT TO PURSUE THIS
4 ONE.

5 MR. ROPE: CAN I MAKE A NOTE? WHEN YOU SAID
6 1008(B), I COULD REMEMBER THAT.

7 THE COURT: 1008(B). NOT (A), WHICH IS WHAT
8 THE LAWYERS USUALLY LOOK AT, WHICH IS A MOTION TO
9 RECONSIDER. IT'S NOT -- ACTUALLY, YOU COULD CALL IT A
10 MOTION TO RECONSIDER. BUT IT'S ALL (CROSS-TALKING) --

11 MR. ROPE: I HAVE TO REFILE THAT IS WHAT YOU'RE
12 SAYING?

13 THE COURT: YOU HAVE TO REFILE. YOU HAVE TO
14 HAVE A DECLARATION STATING WHEN YOU APPEARED BEFORE, HOW
15 THAT JUDGE RULED, WHO THE JUDGE WAS, HOW THE JUDGE
16 RULED, AND WHAT NEW INFORMATION YOU HAVE THE SECOND TIME
17 AROUND. SEE, THAT'S THE POINT THAT THEY WANT US -- THAT
18 1008(B) STOPS. YOU CAN'T JUST COME BACK OVER AND OVER
19 AGAIN JUST BECAUSE YOU DON'T LIKE THE RESULT. YOU HAVE
20 TO EXPLAIN WHAT YOU'VE GOT THAT'S NEW.

21 MR. ROPE: OKAY.

22 THE COURT: THAT WASN'T THERE THE LAST TIME.
23 OKAY. YOU UNDERSTAND?

24 MR. ROPE: YES, SIR.

25 THE COURT: HAVE ANY QUESTIONS?

26 MR. ROPE: NO.

27 THE COURT: OKAY. SO THERE ARE VARIOUS RULINGS
28 HERE. I'M GOING TO ASK COINBASE TO GIVE NOTICE.

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MR. MARTIN: WE'LL GIVE NOTICE, YOUR HONOR.
THE COURT: ALL RIGHT. THANK YOU.
MR. ROPE: THANK YOU, YOUR HONOR.
MR. MARTIN: THANK YOU.

(WHEREUPON, THE PROCEEDINGS WERE CONCLUDED.)

Exhibit 4

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

DEPARTMENT 85 HON. JAMES C. CHALFANT, JUDGE

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3			
4	DEPARTMENT 85		HON. JAMES C. CHALFANT, JUDGE
5			
6	RUSSELL ROPE, AN INDIVIDUAL,)	
)	
7	PLAINTIFF,)	
)	
8	VS.)	CASE NO. 25STCV16692
)	
9	COINBASE, INC. & DOES 1 THROUGH)	
	20,)	
10)	
	DEFENDANT.)	
11	_____)	
12			
13			
14			
15	REPORTER'S TRANSCRIPT OF PROCEEDINGS		
16	MONDAY, JULY 7, 2025		
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20			
21	(APPEARANCES OF COUNSEL ON NEXT PAGE.)		
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REPORTER'S TRANSCRIPT OF PROCEEDINGS
MONDAY, JULY 7, 2025

(APPEARANCES OF COUNSEL ON NEXT PAGE.)

SHAYNA MONTGOMERY, CSR NO. 13452
OFFICIAL REPORTER PRO TEMPORE

1 APPEARANCES OF COUNSEL:
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3 IN PROPRIA PERSONA
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20 -AND-
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28

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I N D E X O F W I T N E S S E S

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1 CASE NUMBER: 25STCV16692
2 CASE NAME: ROPE VS. COINBASE, INC.
3 LOS ANGELES, CA MONDAY, JULY 7, 2025
4 DEPARTMENT 85 HON. JAMES C. CHALFANT, JUDGE
5 REPORTER: SHAYNA MONTGOMERY, CSR NO. 13452
6 TIME: 9:15 A.M.
7 APPEARANCES: (AS HERETOFORE NOTED)

8 * * *

9
10 (THE FOLLOWING PROCEEDINGS WERE HELD
11 IN OPEN COURT.)

12
13 THE COURT: OKAY. RUSSELL ROPE VS. COINBASE,
14 INC., 25STCV16692. JUST A SECOND.

15 (PAUSE IN PROCEEDINGS.)

16 THE COURT: OKAY. YOUR APPEARANCES, PLEASE?

17 MR. MARTIN: GOOD MORNING, YOUR HONOR. ERIC
18 MARTIN FOR COINBASE WITH NORTON ROSE FULBRIGHT. WE ALSO
19 HAVE A COURT REPORTER APPARENTLY AS WELL.

20 MS. FEICK: MORNING, YOUR HONOR. JACQUELINE
21 FEICK ALSO ON BEHALF OF COINBASE.

22 MR. MARGULIES: JEFF MARGULIES FOR DEFENDANT
23 COINBASE.

24 MR. ROPE: GOOD MORNING, YOUR HONOR. RUSSELL
25 ROPE, PLAINTIFF AND PRO PER.

26 THE COURT: ALL RIGHT. GOOD MORNING.

27 THIS IS A CONTINUED HEARING ON DEFENDANT'S EX
28 PARTE APPLICATION TO DISSOLVE THE COURT ORDER REQUIRING

1 PRESERVATION OF THE WALLET THAT'S AT ISSUE, FOR
2 PRESERVATION OF ACCESS TO THE WALLET.

3 THE PARTIES HAVE SUBMITTED SUPPLEMENTAL
4 DECLARATIONS, A DECLARATION FROM SANTOSH NAGARAL,
5 N-A-G-A-R-A-L, INDICATES -- WHAT I WAS INTERESTED IN WAS
6 THE COST TO THE DEFENDANT OF MAINTAINING THE WEB3
7 WALLET, ACCESS TO IT, AND IT INDICATES THAT ACCESS WOULD
8 BE AVAILABLE THROUGH A LEASE JULY 18TH AND THEN AT SOME
9 POINT IN AUGUST OF THIS MONTH OF THIS YEAR AT WHICH WEB3
10 WALLET INFRASTRUCTURE WILL BE PERMANENTLY
11 DECOMMISSIONED.

12 THE COST TO PRESERVE ACCESS TO WEB3 WALLET
13 WOULD TAKE, ACCORDING TO THE DEFENDANT'S EVIDENCE, A
14 FULL-TIME ENGINEER -- SOFTWARE ENGINEER, PLUS AN
15 INFRASTRUCTURE USAGE COST OF \$200 PER MONTH FOR A TOTAL
16 COST OF \$16,870 PER MONTH ANNUALIZED AT \$212,500.

17 MR. ROPE HAS SUBMITTED A DECLARATION IN WHICH
18 HE SAYS THAT THE ONLY PROBLEM HERE IS THAT THE DEFENDANT
19 HAS REFUSED TO USE ITS KEY FRAGMENT TO ASSIST MR. ROPE
20 IN GETTING ACCESS TO THE CONTENTS OF HIS ACCOUNT IN THE
21 WALLET, AND HE ARGUES THAT COINBASE'S COST ARGUMENTS ARE
22 IRRELEVANT.

23 SO I REALLY -- IT WAS CONTINUED FOR THE
24 DEFENDANT TO PRESENT EVIDENCE OF COST, WHICH IT HAS AND
25 MORE EVIDENCE THAN WAS ACTUALLY ASKED FOR. SO THE ONLY
26 QUESTION I HAVE IS DOES -- IF I'M ASKING COINBASE, DOES
27 MR. ROPE HAVE TO USE HIS FACIAL RECOGNITION TO ALLOW HIM
28 ACCESS TO THIS WALLET?

1 MR. MARTIN: HE DOES, YOUR HONOR, AND THE
2 REASON BEING THAT -- AS WE EXPLAINED IN THE DECLARATION,
3 THAT THE PRIVATE KEYS IN THIS CASE ARE SPLIT BETWEEN
4 COINBASE --

5 THE COURT: I UNDERSTAND.

6 MR. MARTIN: -- TO ROPE. AND IN ORDER FOR HIM
7 TO ACCESS HIS ACCOUNT RECOVERY TO GET HIS PRIVATE KEYS,
8 HE NEEDS TO PROVIDE THAT FACIAL RECOGNITION.

9 THE COURT: YOU CAN'T CAUSE WEB3 WALLET TO
10 ACCEPT WHAT HE PREVIOUSLY HAD BY -- FOR VERIFICATION --

11 MR. MARTIN: THAT'S CORRECT.

12 THE COURT: -- IN ORDER TO GAIN ACCESS?

13 MR. MARTIN: THAT'S CORRECT.

14 THE COURT: WHY IS THAT?

15 MR. MARTIN: BECAUSE THE SYSTEM IS BUILT SUCH
16 THAT THE PARAMETERS ARE THAT WHEN THERE'S BEEN AN
17 ACCOUNT -- THERE'S BEEN AN ACCOUNT RECOVERY ISSUE, THAT
18 THEY REQUIRE THE ACCESS OF THE FACIAL. BECAUSE MR. ROPE
19 ADMITTED THAT HE USED SOME DOCTORED PHOTOS, THE SYSTEM
20 IS NOW REQUIRING THIS 3D FACIAL SCAN AND, AGAIN, IN
21 PRIVACY. IT'S MUCH LESS --

22 THE COURT: JUST FOR HIM IT'S REQUIRING A 3D
23 FACIAL?

24 MR. MARTIN: OH, NO, NO. I MEAN, THE SYSTEM IS
25 BUILT SUCH THAT, YOU KNOW, ANY CUSTOMER IN A SIMILAR
26 SITUATION WOULD HAVE TO DO THE SAME THING. IT'S NOT
27 SPECIAL TO MR. ROPE.

28 THE COURT: WHAT'S THE SIMILAR SITUATION?

1 MR. MARTIN: WELL, IF SOMEONE HAD USED --
2 FAILED THE INITIAL FACIAL IDENTIFICATION, THEN THE
3 SYSTEM IS BUILT TO REQUIRE THIS. BUT AGAIN, THE
4 BIOMETRIC REQUIREMENT AS WE DISCUSSED IS ESTABLISHED IN
5 THE USER AGREEMENT AND THE PRIVACY POLICY.

6 THE COURT: AGAIN, I'M NOT INTERESTED IN THAT
7 ISSUE. NOBODY SEEMS TO WANT TO FOCUS HERE. FOCUS ON
8 WHY YOU CAN'T ALLOW HIM ACCESS, NOT WHETHER YOU HAVE THE
9 RIGHT TO REQUIRE FACIAL RECOGNITION.

10 MR. MARTIN: UNDERSTOOD, YOUR HONOR. WE -- THE
11 COINBASE SYSTEM IS, AGAIN, AUTOMATED WITH SOFTWARE. IT
12 REQUIRES THIS FACIAL RECOGNITION IN ORDER TO ACCESS THE
13 PRIVATE KEYS. IF YOU LOOK AT THE AFFIDAVIT --

14 THE COURT: IS THAT FOR EVERYONE?

15 MR. MARTIN: YES. YES.

16 THE COURT: AND YOU CAN'T OVERRIDE THAT?

17 MR. MARTIN: THERE IS NO FEASIBLE WAY TO
18 OVERRIDE.

19 THE COURT: ALL RIGHT. MR. ROPE? YOU TOLD ME
20 ON THURSDAY --

21 MR. ROPE: FIRST OF ALL --

22 THE COURT: YOU TOLD ME ON THURSDAY YOU WERE AN
23 EXPERT IN CYBER --

24 MR. ROPE: I AM.

25 THE COURT: -- AND THAT YOU WOULD ADDRESS --

26 MR. ROPE: I DEFINITELY AM.

27 THE COURT: HOLD ON JUST A SECOND -- THAT YOU
28 WOULD ADDRESS THE COST OF THEM HAVING TO KEEP THE WALLET

1 OPEN. YOU HAVEN'T DONE THAT AT ALL.

2 MR. ROPE: I DID IN MY DECLARATION, BUT IT'S --
3 IT'S -- IT'S -- THE -- COINBASE'S BURDEN IS
4 SELF-INFLICTED AND IRRELEVANT AND THEY'VE EVEN --
5 THEY'VE CHANGED THE FACTS SO MANY TIMES. NOW THEY HAVE
6 EVEN MORE TIME TO COMPLY WITH TRANSFERRING THE
7 PROPERTY -- MY ASSETS TO ME.

8 THE WEB3 WALLET, EVEN IF IT'S MPC, THEY CAN
9 STILL ACT WITH ME. THE -- I'VE READ THE WHOLE
10 DECLARATION OF MR. SANTOSH NAGARWAL AND HE DOESN'T SAY
11 IT'S NOT POSSIBLE, HE JUST SAYS IT'S NOT POSSIBLE
12 WITHOUT COOPERATION AND THEY'RE REFUSING TO COOPERATE.
13 THEY'RE TRYING TO SAY IT CAN'T BE DONE ONE WAY WHEN IT
14 CAN BE DONE OTHER WAYS. EVERYTHING THAT I KNOW HOW TO
15 DO ON A COMPUTER CAN BE DONE MULTIPLE WAYS, AND RIGHT
16 NOW I THINK THAT -- I BELIEVE, WITH EVERYTHING THAT I
17 KNOW, THE OPPOSITION'S ATTORNEY IS JUST SPECULATING AS
18 TO WHETHER OR NOT IT CAN BE DONE WITHOUT BIOMETRICS.

19 THERE'S A CASE THAT I CITED IN MY DECLARATION
20 THAT -- I THINK IT'S LEONE SOMETHING -- LEON, L-E-O-N-E
21 VS. COINBASE WHERE THEY ARE -- WHERE THE CASE IS ABOUT
22 USERS BEING LOCKED OUT IN A CYCLE OF REPETITIVE
23 VERIFICATION. AND THAT -- I BELIEVE THAT THEY WERE
24 ORDERED TO PROVIDE ALTERNATIVE MEANS TO RECOVER THOSE
25 ASSETS IN THE EVENT OF THIS VERIFICATION LOOP THAT WAS
26 LOCKING THEM OUT.

27 AND I THINK I'M GOING THROUGH THAT LOOP AND I
28 THINK IT WAS INTENTIONALLY INITIATED AND THERE'S

1 DEFINITELY AN ADMINISTRATIVE WAY TO -- IF THEY PROGRAM
2 SOMETHING, THEN THEY COULD UNPROGRAM IT. THEY COULD GO
3 IN AND THEY CAN ACCESS THE SPECIFIC DATA BLOCK IN THEIR
4 DATABASE THAT HAS THEIR PASS -- THEIR PART OF THE
5 PASSKEY AND THEN THEY CAN INSTRUCT ME HOW TO GO IN TO
6 THE SPECIFIC PART OF MY COMPUTER WHERE THAT DATA IS
7 STORED. IT'S LIKE A TEXT FILE BUT IT'S CALLED SOMETHING
8 ELSE AND IT'LL HAVE MY -- MY HALF OF THE PASSKEY.

9 AND THERE'S ANOTHER THING, IS IF THEY COULD
10 JUST -- WHEN YOU ORIGINALLY ASKED ME WHY DON'T I TAKE MY
11 BUSINESS ELSEWHERE, I WAS ORIGINALLY THINKING THAT IF
12 THERE ISN'T A WAY FOR THEM TO TRANSFER MY WEB3 WALLET,
13 THEN THEY COULD AT LEAST LOG ME BACK INTO THE ACCOUNT SO
14 I COULD DO THE TRANSFER MYSELF WITHOUT THE BIOMETRICS
15 AND TRANSFER THE WALLET ACCESS ON MY NFT ACCOUNTS AND
16 THEN NOT USE THEIR SERVICE AT ALL.

17 IT WOULD ONLY BE A TEMPORARY THING. I DON'T
18 WANT TO USE THEIR SERVICE, BUT IF THAT'S THE ONLY WAY
19 THAT THEY CLAIM TO BE ABLE TO DO IT, THEN THEY COULD
20 STILL LET ME IN IN MY MAIN ACCOUNT AS OPPOSED TO THE
21 WEB3 WALLET.

22 BUT REGARDLESS, I BELIEVE THERE'S A WAY, AND IF
23 YOU ORDER THEM TO DO IT, THEY'LL FIND A WAY OR LET THEM
24 ADDRESS IT IN THE NEXT COURT. BUT EITHER WAY, IT'S MY
25 PROPERTY AND THEY HAVE -- THEY'RE OBLIGATED TO RETURN IT
26 TO ME.

27 MR. MARTIN: AND, YOUR HONOR, IN JERRY
28 NACOSTE'S ORIGINAL AFFIDAVIT AT PARAGRAPH 15 IT TALKS

1 ABOUT THE ACCOUNT RECOVERY PROCESS. AND AGAIN, THIS
2 IS -- THE REQUIREMENTS FOR THE BIOMETRIC AND ALL THAT IS
3 CAUSED BECAUSE MR. ROPE LOST HIS PRIVATE KEYS. HE GOT
4 OUT OF HIS ACCOUNT.

5 SO THE PROCESS TO GET BACK INTO THE ACCOUNT
6 SIMPLY REQUIRES BIOMETRICS. SO THAT'S -- THAT'S THE
7 REASON THAT WE'RE ASKING THAT, AGAIN, NO BASIS FOR ANY
8 OTHER SORT OF RELIEF BECAUSE IT IS CLEAR THAT, YOU KNOW,
9 HE CAN COMPLY WITH THIS AND GET THIS DONE.

10 THE COURT: HE LOST HIS PRIVATE KEY. WHAT DOES
11 THAT MEAN?

12 MR. MARTIN: YES. SO THE WAY THIS WORKS AND IN
13 BOTH THE NACOSTE AND THE NAGARWAL DEPOSITIONS THEY TALK
14 ABOUT THIS MULTI-COMPUTATIONAL CARTOGRAPHY. AND WHAT
15 THAT MEANS IS THAT THE PRIVATE KEY BETWEEN THE USER AND
16 COINBASE IS SPLIT, AND IT'S COMPUTER CODE. WHEN WE USE
17 THE WORD "KEYS," IT'S LIKE COMPUTER CODE.

18 SO THE KEYS ARE SPLIT. MR. ROPE HAS LOST
19 ACCESS TO HIS ACCOUNT. TO GET BACK INTO THAT ACCOUNT,
20 HE NEEDS TO GO THROUGH THIS ACCOUNT RECOVERY PROCESS AS
21 OUTLINED IN MR. NACOSTE'S AFFIDAVIT. AND TO GO THROUGH
22 THAT ACCOUNT RECOVERY PROCESS TO GET BACK HIS PRIVATE
23 KEYS SO THAT IT CAN INTERACT WITH COINBASE'S KEYS
24 REQUIRES HIM TO GO THROUGH --

25 THE COURT: WHY DID HE LOSE ACCESS TO HIS
26 ACCOUNT?

27 MR. MARTIN: THAT I DON'T KNOW, YOUR HONOR.
28 YOU KNOW, YOU CAN LOSE ACCESS TO ACCOUNTS MANY WAYS:

1 PUT IN A WRONG PASSWORD, GET TIME OUT. BUT FOR WHATEVER
2 REASON, HE NEEDS TO GET BACK INTO HIS ACCOUNT IN ORDER
3 TO ACCOMPLISH THIS.

4 THE COURT: AND MR. ROPE SAYS YOU COULD CODE A
5 WORKAROUND SO THAT HE WOULD HAVE ONE-TIME ACCESS.

6 MR. MARTIN: I'M NOT AWARE OF ANY FEASIBLE WAY
7 TO DO THAT, YOUR HONOR.

8 THE COURT: THAT WASN'T REALLY THE SCOPE OF
9 TODAY'S HEARING.

10 I -- I -- I DON'T THINK I CAN HELP YOU,
11 MR. ROPE. I THINK THIS CASE IS NOW A DAMAGES CASE
12 BECAUSE YOU'RE GOING TO LOSE ACCESS AND THEY'RE GOING TO
13 DESTROY THE WEB3 WALLET.

14 MR. ROPE: THERE'S NO REASON NOT TO ORDER THEM
15 TO RETURN MY ASSETS, AND THEN IF THEY CAN'T COMPLY, THEN
16 THEY'LL BE HELD LIABLE EITHER WAY. IT DOESN'T -- LIKE
17 IT -- THEY'RE NOT -- THEY HAVEN'T PROVEN --

18 THE COURT: WELL, THAT'S NOT IN FRONT OF ME.

19 MR. ROPE: THEY DON'T SAY IT'S NOT POSSIBLE.

20 THE COURT: THAT ISSUE HAS BEEN DECIDED ON A EX
21 PARTE BASIS.

22 MR. ROPE: THEIR EXPERT DOESN'T SAY IT'S NOT
23 POSSIBLE. THESE GUYS ARE SPECULATING. THE EXPERT
24 DOESN'T SAY IT'S NOT POSSIBLE. HE SAID IT'S NOT
25 POSSIBLE TO --

26 THE COURT: THAT'S NOT WHAT -- TODAY'S ABOUT
27 THE COST TO COINBASE OF PRESERVING ACCESS, WHICH IS ALL
28 MY ORDER WAS. THE ISSUE OF RETURN OF YOUR PROPERTY WAS

1 ADDRESSED PREVIOUSLY AND YOU WENT TO THE COURT OF APPEAL
2 ON THAT. THAT DOESN'T MEAN IT'S NOT PART OF THE CASE
3 ANYMORE, BUT IT CERTAINLY IS NOT PART OF AN EX PARTE
4 HEARING.

5 THE ONLY EX PARTE ISSUE IS WHETHER THEY HAVE TO
6 PRESERVE THE WALLET FOR YOU, WHICH I HAD PREVIOUSLY
7 ORDERED, AND NOW THEY'VE PRESENTED EVIDENCE THAT IT WILL
8 COST THEM A LOT OF MONEY TO DO THAT. SEPARATE FROM THAT
9 IS THE ISSUE OF COULD THEY DO A WORKAROUND AND YOU SAID
10 THEY CAN AND THEY SAID THEY CAN'T, BUT THE FACT IS
11 THAT'S NOT PART OF TODAY'S HEARING.

12 MR. ROPE: IS HEARING MY EX PARTE SEPARATELY
13 FROM THIS TODAY?

14 THE COURT: LET'S SEE.

15 MR. ROPE: I WAS ORDERED TO FILE --

16 THE COURT: YOURS WAS --

17 MR. ROPE: -- THE EX PARTE IN LIEU OF THE TRO.

18 THE COURT: -- FOR EQUIVALENT RELIEF IN LIEU OF
19 TRO FOR EMERGENCY PRESERVATION ORDER. YOU DID SEEK
20 IMMEDIATE TRANSFER OF ASSETS AND PASSKEYS RECOVERY
21 SUPPORT.

22 MR. ROPE: I'M ONLY ASKING THEM TO PRESERVE MY
23 ASSETS UNTIL THE TRANSFER IS COMPLETE AND VERIFIED.
24 THAT COULD HAPPEN TODAY, AND THEY STILL HAVE UNTIL THE
25 18TH NOW. THEY KEEP CHANGING THE DATE. LAST TIME THEY
26 SAID IT WAS THE 7TH AND BEFORE THAT THE 30TH. THEY'RE
27 CHANGING THE FACTS. I'M CONSTANT.

28 THE COURT: HOW IS THIS DIFFERENT THAN WHAT YOU

1 PREVIOUSLY LITIGATED?

2 MR. ROPE: THAT ATTACHES ALL THE INFORMATION
3 THAT I INCLUDED IN MY DECLARATION TODAY, THE CONCURRENT
4 DOCUMENTS.

5 THE COURT: WELL, YOU PREVIOUSLY SOUGHT A TRO
6 TO COMPEL THEM TO TURN OVER THE CONTENTS OF YOUR
7 ACCOUNT. HOW'S THIS ANY DIFFERENT THAN THAT?

8 MR. ROPE: YOU ONLY ADDRESSED THE PRESERVATION
9 ORDER PRIORLY AND --

10 THE COURT: NO, NOT THE FIRST TIME -- NOT THE
11 FIRST TIME AROUND. THE ONE YOU TOOK TO THE COURT OF
12 APPEAL WAS TO COMPEL THEM TO PROVIDE YOU WITH THE
13 CONTENTS OF YOUR ACCOUNT. AND I'M NOT SAYING THAT'S OUT
14 OF THE CASE. JUST BECAUSE YOU LOST ON AN EX PARTE BASIS
15 DOESN'T MEAN THAT YOU CAN'T RAISE THAT ISSUE LATER ON,
16 BUT IT'S NOT IN FRONT OF ME NOW -- WELL, IT IS IN FRONT
17 OF ME ON YOUR EMERGENCY RELIEF ORDER, BUT I'M HAVING A
18 HARD TIME UNDERSTANDING HOW THIS IS ANY DIFFERENT THAN
19 WHAT YOU ASKED FOR PREVIOUSLY.

20 IT'S THE SAME THING. YOU WANT THE CONTENTS OF
21 YOUR ACCOUNT ON AN EMERGENT BASIS, WHICH IS WHAT A TRO
22 IS, AND THAT ISSUE WAS ALREADY DECIDED. THERE'S NOTHING
23 NEW HERE. IF THERE WAS SOMETHING NEW, I COULD --

24 MR. ROPE: THERE IS. MY -- MY -- THAT ATTACHES
25 THE DECLARATION FOR OPPOSITION AGAINST THEM TODAY.

26 THE COURT: YES.

27 MR. ROPE: AND I INCLUDED A LOT OF NEW
28 INFORMATION IN THERE, AND I ALSO -- THAT'S A BRAND NEW

1 DOCUMENT. I PRIORITIZED --

2 THE COURT: IT'S A NEW DOCUMENT BUT --

3 MR. ROPE: I CLARIFIED -- I CLARIFIED THE
4 RELIEF I'M SEEKING, AND -- AND LIKE I SAID, IT ATTACHES
5 ALL THE CONTENTS FROM THE CONCURRENT FILING FOR THE
6 DECLARATION, WHICH INCLUDES A LOT OF INFORMATION
7 INCLUDING MY TECHNICAL EXPERTISE AND MY -- MY ARGUMENT
8 AGAINST EVERYTHING.

9 THERE IS A DIFFERENT FILING AND REGARDLESS
10 OF -- IN FACT, IN BOTH FILINGS I'VE ASKED -- IN EVERY
11 FILING I'VE ASKED -- REQUESTED THE RETURN OF MY ASSETS.
12 THERE'S NO REASON --

13 THE COURT: YOU HAVE --

14 MR. ROPE: THERE'S NO REASON NOT TO ORDER THEM
15 TO RETURN MY ASSETS AND THERE'S NO DEFINITIVE REASON
16 THAT THEY'VE PROVIDED THAT SAID THAT THEY CAN'T DO IT.
17 THEY'VE ONLY SAID THAT THEY CAN'T DO IT WITHOUT
18 COOPERATION AND THEY'RE TRYING NOT TO COOPERATE. USING
19 THEIR ANALOGY, THEY'RE STANDING AT MY SAFETY DEPOSIT
20 BOX. I HAVE MY KEY IN HAND. I'M READY TO OPEN MY
21 SAFETY DEPOSIT BOX. THEY HAVE THEIR KEY AND THEY'RE NOT
22 WILLING TO USE IT.

23 THE COURT: BUT I UNDERSTAND YOU DON'T HAVE
24 YOUR KEY.

25 MR. ROPE: I DO. IT'S ON MY DEVICE. IF THEY
26 SAY IT'S SPLIT BETWEEN OUR DEVICES, IT'S ON MY PHONE.
27 AND SO THEY COULD TELL ME EXACTLY HOW TO DO IT. I CAN
28 ACCESS THE TERMINAL ON MY PHONE AND I COULD MANUALLY GO

1 IN THERE AND GET THE -- THE HIDDEN KEY, ESPECIALLY IF
2 THEY CAN DIRECT ME BECAUSE THEY'LL KNOW EXACTLY WHERE
3 THE FILE IS.

4 THIS IS SOMETHING THAT SHOULD BE VERY EASY AND
5 THAT THEY SHOULD HAVE DONE SEVERAL TIMES BEFORE. AND
6 NOT ONLY THAT, BUT THEY CAN GET ME INTO THE MAIN ACCOUNT
7 AT THE VERY MINIMUM TO TRANSFER MY ASSETS MYSELF THROUGH
8 THE ACCOUNT RECOVERY. LIKE I SAID, THEY HAVE ALREADY
9 PROVEN THAT THEY'VE BEEN ABLE TO USE ADMINISTRATIVE
10 MANUAL TRANSFERS THROUGH COURT-ORDERED DOCUMENTS --
11 COURT-ORDER -- TO -- COURT ORDERS THAT -- TO MANUALLY
12 TRANSFER ASSETS AND TO REVERSE LOCKOUTS. THIS IS IN THE
13 CASES THAT I CITED. YOU CAN GO LOOK THEM UP.

14 THE COURT: YOUR RESPONSE?

15 MR. MARTIN: MR. ROPE CITED SOME LIKE
16 TESTAMENTARY POLICIES FOR MOVING ACCOUNTS. THAT WOULD
17 BE A COINBASE CUSTODIAL ACCOUNT WHERE ON COINBASE.COM,
18 COINBASE ACTUALLY HAS CUSTODY OF THE ASSETS. AS
19 EXPLAINED IN BOTH OF OUR AFFIDAVITS, BECAUSE OF THIS
20 MULTI-COMPUTATIONAL CARTOGRAPHY, THAT'S NOT POSSIBLE
21 WITH A WEB3 WALLET.

22 COINBASE HAS NO ABILITY TO MOVE ASSETS FROM A
23 WEB3 WALLET WITHOUT THE USER'S PRIVATE KEYS, AND WE
24 PROVIDED A WAY FOR THE USER TO GET HIS PRIVATE KEYS
25 BACK. IT'S HIS ABSENCE OF HIS ACCESS TO PRIVATE KEY
26 WHICH IS THE ISSUE, AND AGAIN, COINBASE HAS PROVIDED A
27 MEANS FOR HIM TO DO THAT.

28 MR. ROPE: CAN I RESPOND?

1 THE COURT: YEAH.

2 MR. ROPE: BEFORE THEY LOCKED ME OUT
3 COMPLETELY -- BEFORE THEY COMPLETELY LOCKED ME OUT OF MY
4 ACCOUNT, JUST LOCKED OUT OF THE WEB3 WALLET, WITHIN THE
5 APP THEY HAD PROVIDED A MEANS FOR ME TO TRANSFER ALL OF
6 MY ASSETS AT MY EXPENSE AUTOMATICALLY, AND THEN I WAS
7 LOCKED OUT AND I DIDN'T EVEN HAVE THIS OPTION. AND THEY
8 CERTAINLY HAVE THE ABILITY TO LET ME BACK INTO MY
9 CUSTODIAL ACCOUNT.

10 MY ENTIRE ACCOUNT IS CUSTODIAL. I'VE NEVER HAD
11 THE PASSKEYS. THEY COULD LET ME BACK IN AT THE VERY
12 MINIMUM TO MY ACCOUNT SO I COULD DO THE MANUAL AUTOMATIC
13 TRANSFER FROM WITHIN THEIR ACCOUNT BUT OUTSIDE THE WEB3
14 WALLET. I STILL STAND FIRM ON THE GROUNDS THAT THEY
15 CAN -- THEY CAN FIND ALTERNATIVE MEANS TO DO THE
16 COMPLETE TRANSFER AND ENABLE ME TO MAINTAIN
17 ADMINISTRATIVE CONTROL OVER MY ENTITY MARKETPLACES.

18 THE MAIN REASON I DIDN'T WANT TO DO THE
19 AUTOMATIC TRANSFER FROM WITHIN MY MAIN COINBASE
20 CUSTODIAL ACCOUNT OPPOSED TO THE WEB3 WALLET THAT
21 THEY'RE SAYING IS SPLIT IS BECAUSE I -- IF I HAD DONE
22 THAT AS I WAS MISDIRECTED BY THE CUSTOMER SUPPORT
23 PEOPLE, I WOULD HAVE LOST COMPLETE AND TOTAL ACCESS TO
24 MY UNIQUE ENTITY MARKETPLACES ACCOUNT.

25 THEY HAVE MY NAME AS MY USERNAME. THERE'S ONLY
26 ONE OF THOSE, AND THERE'S ONLY ONE OF MY -- EACH OF
27 USERNAMES FOR MY NFT -- MY VARIOUS NFT COLLECTIONS. I
28 WON'T EVER BE ABLE TO ACCESS THOSE, EDIT THOSE. MY NAME

1 IS BURNED PERMANENTLY IF -- IF I DON'T RETAIN OR RECOVER
2 ACCESS TO MY WEB3 WALLET.

3 THEY'RE JUST TRYING NOT TO HELP AT ALL, AND
4 THEY -- I BELIEVE 100 PERCENT EVERYTHING I KNOW ABOUT
5 COMPUTERS, EVEN EVERYTHING I KNOW ABOUT THEIR SOFTWARE,
6 EVERYTHING I'VE READ ABOUT THEM ONLINE, I'VE READ SOME
7 OF THEIR TECHNICAL STUFF, I READ THEIR BLOG WHICH HAS
8 THREE ARTICLES ON IT THAT SAY THAT DIFFERENT TYPES OF
9 TRANSFERS ARE AVAILABLE, INCLUDING AN ERC-20 TOKEN WHICH
10 IS BASICALLY -- I THINK -- I DON'T KNOW IF I GOT THE
11 NUMBER EXACTLY RIGHT, BUT THE EQUIVALENT IS A METHOD
12 THAT THEY COULD USE TO FORCE A MANUAL TRANSFER OF THE
13 SPECIFIC TOKEN THAT MY NFT'S ARE INSCRIBED WITH ON THE
14 BLOCKCHAIN.

15 I STAND FIRM AS SOME 30 YEARS OF EXPERIENCE
16 USING COMPUTERS ON A PROFESSIONAL DEVELOPMENT LEVEL THAT
17 THIS IS POSSIBLE WITH COOPERATION, AND THEY DO NOT
18 SAY -- THEIR TECHNICAL EXPERT DOES NOT SAY IT'S NOT
19 POSSIBLE. THEY DON'T HAVE ANY BURDEN IF THEY TRANSFER
20 MY ASSETS TO ME BEFORE THEIR IMPOSED -- SELF-IMPOSED
21 DEADLINE.

22 THE COURT: ALL RIGHT. ALL RIGHT. SO THIS IS
23 A DAMAGES CASE AS FAR AS I'M CONCERNED. I'M -- THERE'S
24 NOTHING ELSE I CAN DO. THE ORDER TO PRESERVE IS
25 DISSOLVED AND MR. ROPE'S APPLICATION FOR EMERGENCY
26 TURNOVER IS DENIED BECAUSE IT IS A -- IN EFFECT, A
27 RENEWED APPLICATION WITHOUT SUFFICIENT ADDITIONAL
28 EVIDENCE TO OVERCOME THE PREVIOUS DENIAL THAT WAS

1 APPROVED BY THE COURT OF APPEAL.

2 YOU'RE GOING TO HAVE TO SEEK DAMAGES, MR. ROPE.

3 I'M GOING TO ASK --

4 MR. ROPE: WHAT, YOUR HONOR?

5 THE COURT: YOU'RE GOING TO HAVE TO SEEK
6 DAMAGES FOR THE DESTRUCTION OF THE CONTENTS OF YOUR
7 ACCOUNT. I MEAN, YOU HAVE THAT RIGHT. YOU HAVE --

8 MR. ROPE: I'M JUST MAKING EVERY HUMANLY
9 POSSIBLE EFFORT TO SHOW THAT I'M TRYING TO RECOVER MY
10 ASSETS.

11 THE COURT: I THINK IT'S PRETTY CLEAR YOU'VE
12 TRIED TO RECOVER, YES.

13 I'M GOING TO ASK COINBASE TO GIVE NOTICE ON
14 BOTH EX PARTES. ALL RIGHT?

15 MR. MARGULIES: THANK YOU, YOUR HONOR.

16 MR. MARTIN: THANK YOU, YOUR HONOR.

17 THE COURT: ALL RIGHT. GOOD LUCK.

18 MR. ROPE: THANK YOU, YOUR HONOR.

19 (THE PROCEEDINGS ADJOURNED AT 9:37 A.M.)

20 ---

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

DEPARTMENT 85 HON. JAMES C. CHALFANT, JUDGE

RUSSELL ROPE, AN INDIVIDUAL,)
)
 PLAINTIFF,)
)
 VS.) CASE NO. 25STCV16692
)
 COINBASE, INC. & DOES 1 THROUGH)
 20,)
)
 DEFENDANT.)
 _____)

I, SHAYNA MONTGOMERY, OFFICIAL REPORTER PRO
TEMPORE OF THE SUPERIOR COURT OF THE STATE OF
CALIFORNIA, FOR THE COUNTY OF LOS ANGELES, DO HEREBY
CERTIFY THAT I DID CORRECTLY REPORT THE PROCEEDINGS
CONTAINED HEREIN AND THAT THE FOREGOING PAGES 1 THROUGH
19, INCLUSIVE, COMPRISE A FULL, TRUE, AND CORRECT
TRANSCRIPT OF THE PROCEEDINGS AND TESTIMONY TAKEN IN THE
MATTER OF THE ABOVE-ENTITLED CAUSE ON MONDAY, JULY 7,
2025.

DATED THIS 10TH DAY OF JULY, 2025.

SHAYNA MONTGOMERY, CSR NO. 13452
OFFICIAL REPORTER PRO TEMPORE

Exhibit 5

Russell Rope
Petitioner In Pro Per
ID 1607 POB 1198
Sacramento, CA 95812
justice@russellrope.com
(310) 663-7655

**IN THE SUPREME COURT
OF THE STATE OF CALIFORNIA**

RUSSELL ROPE,
Petitioner,

vs.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES,
& The Honorable **James C. Chalfant & Stephen I. Goorvitch,**
Respondents,

COINBASE, INC.,
Real Party in Interest.

*Case No. **S291823***
Related Appeals Court Case No. B347393
Related Superior Court Case No. 25STCV16692

SUPPLEMENTAL
DECLARATION OF SPIRITUAL BELIEF
IN SUPPORT OF PETITION & REPLY TO ANSWER
(Cal. Rules of Court, Rules 8.500(e), 8.504, 8.25(a))

I, Russell Rope, declare under penalty of perjury under the laws of California that I am the Petitioner, have written and therefore read the following declaration, and know its contents to be true of my own knowledge, except as to matters stated on information and belief, which I believe to be true.

I. LOVE IS MY RELIGION

If it requires a label, then "Love" is my true religion—a sincere spiritual belief system rooted in compassion, self-protection, and truth. It is informed by science and philosophy and honors the ethical teachings found in mainstream religions, all of which I have studied. While I approach such doctrines with a healthy skepticism regarding the existence of an almighty God, I remain open to that possibility. I also believe that each of us contains a divine spark, and that society as a whole reflects a collective divinity.

My belief system holds that it is morally wrong to knowingly harm oneself or another, or to allow others to do so under coercion. This includes safeguarding one's physical, mental, and digital identity from exploitation or surveillance. Accordingly, I reject biometric facial scans that violate my conscience, compromise my safety, or serve oppressive purposes. Though I do not follow a traditional religious denomination, I live by these principles daily—ethically, legally, and spiritually. They inform my actions, my resistance to coercion, and my reliance on truth over conformity. While I do not accept the authority of institutions claiming to speak for God, I maintain deep faith in justice.

II. SHARED RELIGIOUS & ETHICAL FOUNDATIONS

Multiple religious and spiritual traditions share the moral imperative of non-harm and self-protection. The public exposure of healing wounds—physical, emotional, or spiritual—in ways that may cause further harm is broadly condemned across faiths and ethical systems.

The following examples illustrate these shared values:

1. Christianity

a) Modesty & Discretion: Matthew 6:3–4: “Do not let your left hand know what your right hand is doing.” This principle encourages discretion and privacy, especially regarding personal suffering.

b) Sanctity of The Body: 1 Corinthians 6:19–20: “Your bodies are temples of the Holy Spirit...” Christians are called to protect and honor their bodies as divine vessels.

2. Judaism

a) Pikuach nefesh: Preserving life overrides nearly every other commandment. Self-care is a mitzvah (commandment).

b) Tzniut and emotional privacy: Laws of modesty extend beyond physical exposure to include emotional boundaries. Lashon hara warns against even truthful speech that may cause harm or shame.

3. Islam

a) Modesty & Dignity (Haya): Quran 49:12: “Do not spy or speak ill of each other...” Mental and emotional suffering are treated with the same gravity as physical harm.

b) Ethical Restraint: Publicizing private trauma or appearance-related injuries may be considered zulm (oppression).

4. Buddhism

a) The First Precept: Do no harm to any living being, including oneself.

b) Right Speech & Right Intention (Eightfold Path): Words or actions that lead to personal or social suffering should be avoided. Healing is prioritized over disclosure when disclosure is harmful.

5. Hinduism

a) Ahimsa (non-violence): Non-harming includes harm to the self. The Atman (self) is considered sacred.

b) Dharma (moral duty): Preserving personal balance and well-being is a spiritual obligation.

6. Secular Ethical & Legal Principles

a) Medical Ethics: Autonomy, privacy, and the principle of non-maleficence (do no harm) are foundational.

b) Mental Health Doctrine: Modern psychology recognizes retraumatization and public shaming as serious harms.

c) Legal Safeguards: Protective orders, pseudonym use, sealed records, and private hearings are established tools for protecting vulnerable individuals from harm in the justice system.

III. PERSONAL TESTIMONY

My distrust for Defendants arises from well-documented factors surrounding, but not yet a part to this action. Defendants from my separate 2017 RICO claim (Verified Complaint ¶15)—whom I suspect to be in collusion with Coinbase based on indicative patterns—are alleged to have caused serious medical harm, including facial scarring that is still in the process of healing. Research and experimentation suggests the severity of this condition to be due, in part, to poisoning by Does 1–20, who are alleged to have contaminated my food with a toxic chemical known as dioxin. This was followed by intentional disruptions to my healthcare, as well as other coordinated efforts designed to obstruct physical healing.

To make matters worse, these individuals have allegedly deployed stalkers in repeated attempts to document the visible injuries for further malicious purposes—namely, to cause reputational damage and disrupt personal, romantic, and professional relationships. More egregiously, they appear to be using these tactics to provoke anxiety and agitation with the intent to incite an altercation that could result in false arrest or violence. These attacks not only interfere with my private life, but also with my businesses and ability to access justice itself. Their conduct includes obstruction of justice, destruction and distortion of evidence, intentional infliction of emotional distress, and psychological manipulation consistent with gaslighting—all part of a broader campaign of malice and oppression.

These individuals have attempted to covertly film me by angling cameras under my hat, through the gaps in bathroom stalls, and even through the windows of my residence. These acts are not only felonious, but also deeply unethical and unconscionable. Their targeting intensifies when I am on the verge of professional advancement (“leveling up”), or when critical deadlines such as court filings or hearings approach. The more these individuals are permitted to act with impunity, the more brazen and flagrant their violations become. Regardless of passkey recoverability, Coinbase has demonstrated a pattern consistent with racketeering activity. While they may not be directly responsible for every harm, they can avoid potential full liability for RICO by choosing to cooperate and assist in identifying the true origin and scope of a campaign that has spanned more than a decade.

Notably, I have reason to believe that individuals in the Hollywood industry had, even prior to the widespread emergence of artificial intelligence, attempted to fabricate compromising video footage of me not limited to when I was falsely arrested at home in the Hollywood Hills (May 2015). Now, in an age of powerful deepfake technologies, I am an especially vulnerable target. Covering my face in

public serves not only as a shield from ongoing harassment, but also as a protective measure to prevent the creation of unauthorized digital likenesses, particularly given that there is no reliable public facial record to exploit.

My positions on all of these subjects are nothing new. I have been documenting everything from my legal claims to religious beliefs and complaints about stalkers on my blog and social media since the first recognizable patterns emerged well over a decade ago. Evidence such as initial support chat transcripts with the offensive alias using staff, of their lies and misdirection, and how the patterns overlap will be attached and elaborated upon in the FAC pending Discovery and the evolved posture of the case. This remains a claim and delivery issue. This declaration only serves to clarify the surrounding situation and my spiritual beliefs. Over the course of three decades, I have endured what appear to be three separate instances of physical disability, very probably inflicted by the same network of racketeers. And yet, through self-love, determination, and a commitment to truth, I have transformed those hardships into strengths.

I assert my fundamental right to protect myself from such harms—under the law, under the Constitution, and in alignment with the moral and spiritual teachings of nearly every major religion and ethical tradition known to humankind.

Dated: July 21th, 2025
/s/ **Russell Rope**
Petitioner In Pro Per

CERTIFICATE OF WORD COUNT

Pursuant to California Rules of Court, Rule 8.504(d), I certify that this SUPPLEMENTAL DECLARATION OF SPIRITUAL BELIEF IN SUPPORT OF PETITION & REPLY TO ANSWER contains exactly **1,564 words**, including footnotes but excluding the verification, exhibits, proof of service, and this certificate, as determined by word-processor.

PROOF OF SERVICE (*Cal. Rules of Court, Rules 8.500(e), 8.25(a)*)

I, Russell Rope, declare: On **July 21, 2025**, I served a true and correct copy of the: **SUPPLEMENTAL DECLARATION OF SPIRITUAL BELIEF IN SUPPORT OF PETITION & REPLY TO ANSWER** (Supreme Court of California) on the parties listed below by the following methods:

1. **By Electronic Filing:** Filed and electronically served with the **Superior Court of California, County of Los Angeles**, Department 82 & 85, via e-filing provider One Legal.
2. **By Electronic Filing:** Filed and electronically served the **California Court of Appeal, Second Appellate District**, via TrueFiling pursuant to California Rules of Court, rule 8.500(d)(1).
3. **By Email:** Served via email to counsel for Coinbase, Inc.:
 - Jackie Feick – jackie.feick@nortonrosefulbright.com,
 - Eric Martin – eric.martin@nortonrosefulbright.com
 - Jeffrey Margulies – jeff.margulies@nortonrosefulbright.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: July 21th, 2025
*/s/ **Russell Rope***
Petitioner In Pro Per

Exhibit 6

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: Russell Rope (In Pro Per) FIRM NAME: STREET ADDRESS: ID 1607 POB 1198 CITY: Sacramento STATE: CA ZIP CODE: 95812 TELEPHONE NO.: (310) 663-7655 FAX NO.: E-MAIL ADDRESS: justice@russellrope.com ATTORNEY FOR (Name):	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse	
Plaintiff/Petitioner: Russell Rope Defendant/Respondent: Coinbase, Inc.	
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL	CASE NUMBER: 25STCV16692

TO (insert name of party being served): Coinbase, Inc.

NOTICE

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: July 1, 2025

<u>Russell Rope</u> (TYPE OR PRINT NAME)	 (SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)
---	--

ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of **(to be completed by sender before mailing)**:

1. A copy of the summons and of the complaint.
2. Other (specify):

(To be completed by recipient):

Date this form is signed: July 21, 2025

Jacqueline C. Feick on behalf of Coinbase, Inc.

(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY, ON WHOSE BEHALF THIS FORM IS SIGNED)

Attorney for Coinbase, Inc.

(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

Exhibit 7

CONSUMER

Consumer

Arbitration Rules and Mediation Procedures



American Arbitration Association®

Available online at adr.org
Rules Amended and Effective May 1, 2025

Appx. Vol. 2 of 4; p. 118 of 308

If you would like to speak to a member of the AAA® consumer team, please visit www.adr.org.

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Consumer Arbitration Rules and Mediation Procedures



About the American Arbitration Association

Trusted by businesses and individuals worldwide, the American Arbitration Association (AAA[®]) provides alternative dispute resolution (ADR), a generally faster and more cost-effective alternative to litigation. Backed by AAA's decades of experience, our impartial arbitrators and mediators help resolve disputes of all sizes—from straightforward cases to complex challenges.

As a not-for-profit organization, the AAA is committed to delivering fair, efficient, and tailored processes while upholding the highest standards of neutrality and integrity. A broad range of perspectives strengthens the ADR process. Since the 1960s, we've taken active steps to expand the pool of qualified arbitrators and mediators to better reflect the varied backgrounds and experiences across society. This ongoing effort allows us to provide our services that are fair, responsive, representative, and aligned with the communities we serve.

Consumer Arbitration Rules

R-1. Applicable Rules of Arbitration

- (a) The parties shall be deemed to have made the Consumer Arbitration Rules ("Rules") a part of their arbitration agreement when they have provided for arbitration by the American Arbitration Association ("AAA") and the arbitration agreement is within a consumer agreement. If no rules are specified, or there is a different set of AAA rules named in the arbitration agreement, these Rules and any amendment of them shall apply in the form in effect at the time the administrative filing requirements are met for a demand for arbitration or submission agreement received by the AAA. To ensure that you have the most current information, see our website at www.adr.org.
- (b) The AAA defines a consumer agreement as an agreement between an individual consumer and a business where the business has a standardized, systematic application of arbitration clauses with customers and where the terms and conditions of the purchase of standardized, consumable goods or services are

non-negotiable or primarily non-negotiable in most or all of its terms, conditions, features, or choices. The product or service must be for personal or household use.*

- (c) The AAA will accept cases after the AAA reviews the parties' arbitration agreement and determines the agreement substantially and materially complies with the due process standards of the *Consumer Due Process Protocol*. If the agreement does not meet these standards, the AAA may decline to administer the case per Rule R-10(a)(iii). If the AAA proceeds with administration and a party disagrees on whether the agreement meets the *Consumer Due Process Protocol*, they can bring the issue to an arbitrator for a final decision. If the arbitrator finds that the agreement does not comply, the arbitrator has the authority to adjust the proceedings to ensure they meet the Rules, *Consumer Due Process Protocol*, and the terms of the arbitration agreement.
- (d) The AAA has the initial authority to apply or not to apply these Rules. If a party disagrees with the AAA's decision, the objecting party must submit the objection by the due date for filing an answer to the demand for arbitration. If an objection is filed, the arbitrator shall have the authority to make the final decision on which AAA rules will apply.
- (e) The parties may agree to modify these Rules but must do so in writing. If they want to make changes after the arbitrator is appointed, any changes may be made only with the approval of the arbitrator. Any changes still must follow the due process principles of the *Consumer Due Process Protocol*.
- (f) Where no disclosed claim or counterclaim exceeds \$25,000, the dispute shall be resolved by the submission of documents only/desk arbitration as provided in Procedure D-1(b) of the Procedures for the Resolution of Disputes through Document Submission, unless otherwise agreed by the parties or determined by the arbitrator.

** The AAA will apply the Employment/Workplace Rules to any dispute between an individual employee or an independent contractor (working or performing as an individual and not incorporated) and a business or organization and the dispute involves work or work-related claims, including any statutory claims and including work-related claims under independent contractor agreements. Should a contract call for the Consumer Rules, and the dispute is not between a consumer and a business, the AAA has the discretion to apply the Commercial Rules and Commercial Fee schedule.*

** The AAA will apply the Consumer Arbitration Fee Schedule to any dispute between an online marketplace or platform and an individual user or subscriber (using or subscribed to the service as an individual and not incorporated), and the dispute does not involve work or work-related claims.*

R-2. Judicial Intervention

If, within 30 calendar days after the AAA's commencement of administration, a party seeks judicial intervention with respect to a pending arbitration and provides the AAA with documentation that judicial intervention has been sought, the AAA will suspend administration for 90 calendar days to permit the party to obtain an order regarding the arbitration from the court. The AAA may extend

that time period on its own initiative or at the request of a party for good cause shown. Any request by a party to extend the time period must be made before the expiration of the initial suspension or any approved extension.

R-3. AAA Authority and Delegation of Duties

When parties agree to arbitrate under these Rules, or when they provide for arbitration by the AAA and an arbitration is initiated under these Rules, they thereby authorize the AAA to administer the arbitration. The authority and duties of the AAA are prescribed in the agreement of the parties and in these Rules and may be carried out through such of the AAA's representatives as it may direct. The AAA may, at its discretion, assign the administration of an arbitration to any of its offices. Arbitrations administered under these Rules shall only be administered by the AAA or by an individual or organization authorized by the AAA to do so.

R-4. Filing Requirements and Procedures

(a) Filing Requirements

- i) Arbitration under an arbitration agreement naming the AAA shall be initiated by the initiating party (referred to as the "claimant") filing with the AAA a Demand for Arbitration, the administrative filing fee, and a copy of the applicable arbitration agreement. The filing fee must be paid before a matter is considered properly filed.
- ii) Arbitration pursuant to a court order shall be initiated by the initiating party filing with the AAA a Demand for Arbitration, the administrative filing fee, a copy of the court order, or a copy of any applicable arbitration agreement from the parties' contract, which provides for arbitration.

If the court order directs that a specific party is responsible for the filing fee, it is the responsibility of the filing party either to make such payment to the AAA and seek reimbursement as directed in the court order or to make other such arrangements so that the filing fee is submitted to the AAA with the Demand.

- iii) Parties to an existing dispute who have agreed to arbitration administered by the AAA may commence an arbitration under these Rules by filing a written submission agreement and the administrative filing fee. To the extent that the parties' submission agreement differs from the procedures set forth in these Rules, those differences shall be clearly stated in the submission agreement.
- iv) Information to be included with any arbitration filing includes:
 - a) The name of each party;

- b) the address of each party and, if known, the telephone number and email address;
 - c) if applicable, the name, address, telephone number, and email address of any known representative for each party;
 - d) a statement setting forth the nature of the claim, including the relief sought and the amount involved;
 - e) the requested location of the hearing if an in-person hearing is requested;
 - f) a brief explanation of the dispute and specification of the amount of money in dispute, if applicable; and
 - g) a statement of the relief sought.
- v) When filing a Demand, answer, or counterclaim, the parties are encouraged to provide sufficient detail to make the dispute clear to the arbitrator.
 - vi) Cases that do not meet these filing requirements will be returned and will not be considered to have been filed with the AAA. Such cases may be resubmitted with the necessary information, documents, and fees.

(b) Filing Procedures

- i) The initiating party may file or submit a dispute to the AAA in the following manner:
 - a) through AAA WebFile®, located at www.adr.org; or
 - b) by filing the complete Demand or Submission with any AAA office, regardless of the intended locale of hearing, with payment to follow as directed by the AAA; or
 - c) by emailing the complete Demand or Submission to casefiling@adr.org, with payment to follow as directed by the AAA.
- ii) The claimant must notify, in writing, the party or parties that the case is filed against (referred to as the “respondent”) that it wishes to arbitrate a dispute and shall simultaneously provide a copy of the Demand and any supporting documents to the opposing party or parties. In the event the parties dispute which party or parties should be the claimant(s) and which party or parties should be the respondent(s), the AAA may make an initial determination, subject to a final determination by the arbitrator.
- iii) Any documents, notices, or process necessary for the filing of an arbitration under this Rule may be served on a party:
 - a) by mail addressed to the party or its authorized representative at their last known address;
 - b) by electronic service/email, with the prior agreement of the party being served;
 - c) by personal service; or
 - d) by any other service methods provided for under the applicable

procedures of the courts of the state where the party to be served is located.

- iv)** The AAA shall provide notice to the parties (or their representatives if so named) of the receipt of the Demand or Submission when the administrative filing requirements have been satisfied. The date on which the filing requirements are satisfied shall establish the date of filing the dispute for administration. However, all disputes in connection with the AAA's determination of the date of filing may be decided by the arbitrator.
- (c)** Any dispute regarding whether a condition precedent has been met may be raised with the arbitrator for determination.
- (d)** The AAA has the authority to make an administrative determination whether the filing requirements set forth in this Rule have been met.
- (e)** The AAA shall have the discretion, subject to the final determination of an arbitrator once appointed, to administer multiple claims filed by the same party arising out of the same contract as a single case. The AAA shall have the discretion, subject to the final determination of an arbitrator once appointed, to require that multiple claims filed by the same party arising out of separate contracts be filed and administered as individual cases.
- (f)** Any decision made by the AAA regarding filing requirements and procedures shall not interfere with the arbitrator's authority to determine jurisdiction pursuant to Rule R-7.

R-5. Answers and Counterclaims

- (a)** The respondent may submit a written response to the Demand, known as an "answer," within 14 calendar days of being requested by the AAA, copying all other parties to the arbitration.
- (b)** The respondent may also file a counterclaim, which is the respondent's Demand against the claimant. If the respondent files a counterclaim, the counterclaim must briefly explain the dispute, specify the amount involved, and the relief being sought. The claimant may file an answer or reply in response to the counterclaim with the AAA within 14 calendar days after the AAA sends notice of the filing of the counterclaim.
- (c)** If no answer is filed within 14 calendar days, the AAA will assume that the respondent does not agree with the claim filed by the claimant. The case will move forward after 14 calendar days, regardless of whether an answer is filed.
- (d)** If the respondent alleges that a different arbitration provision is controlling, the AAA will make an initial administrative determination regarding the controlling arbitration provision subject to a final determination by the arbitrator.

R-6. Changes of Claim

- (a) Once a Demand has been filed, any new claims or counterclaims, or changes to a claim or counterclaim, must be made in writing and sent to the AAA. The party making the new or different claim or counterclaim shall send a copy to the opposing party. As with the original Demand or counterclaim, a party shall have 14 calendar days from the date the AAA notifies the parties it received the new or different claim or counterclaim to file an answer with the AAA.
- (b) If an arbitrator has already been appointed, a new or different claim or counterclaim may only be filed if the arbitrator allows it.

R-7. Jurisdiction

- (a) The arbitrator shall have the power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or the arbitrability of any claim or counterclaim.
- (b) The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not, for that reason alone, render invalid the arbitration clause.
- (c) A party must object to the jurisdiction of the arbitrator or to the arbitrability of a claim or counterclaim no later than the established due date for the filing of the answer to the claim or counterclaim that gives rise to the objection. The arbitrator may rule on such objections as a preliminary matter or as part of the final award.

R-8. Interpretation and Application of Rules

The arbitrator shall interpret and apply these Rules as they relate to the arbitrator's powers and duties. When there is more than one arbitrator, and a difference arises among them concerning the meaning or application of these Rules, it shall be decided by a majority vote. If that is not possible, either an arbitrator or a party may refer the question to the AAA for a final decision.

R-9. Small Claims Option for the Parties

- (a) For claims within the jurisdictional limit of the appropriate small claims court, the parties may elect to waive arbitration and proceed in small claims court. Either party may choose to take their own claims directly to small claims court without first filing with the AAA.

- (b) If a party files a claim with the AAA and that same party then notifies the AAA and the opposing party that they would prefer to proceed in small claims court, the AAA will administratively close the case.
- (c) If the respondent requests that a claimant's claim filed with the AAA be decided in small claims court, the AAA will ask all parties to comment on this request. If the parties agree, the AAA will administratively close the case, and the parties may proceed to small claims court. If the parties disagree as to whether the claim is within the jurisdiction of small claims court, the issue will be submitted to the arbitrator.

R-10. Declining or Ceasing Administration

- (a) The AAA, in its sole discretion, may make the administrative determination to decline to accept a Demand for Arbitration, stop the administration of an ongoing arbitration, and/or decline to administer future cases from a party under the following circumstances:
 - i) where a party or the party's representative fails to abide by the *American Arbitration Association-International Centre for Dispute Resolution Standards of Conduct for Parties and Representatives*.
 - ii) where a party fails to submit payment of fees requested in accordance with the Rules or Consumer Arbitration Fee Schedule.
 - iii) where the parties' consumer arbitration agreement does not comply with the *Consumer Due Process Protocol*.
- (b) In the event the AAA makes the administrative determination to cease or decline administration of a case due to any of the reasons outlined in this Rule, the parties may choose to submit their dispute to the appropriate court.

R-11. Mediation

During the AAA's administration of the arbitration or at any time while the arbitration is pending, the AAA may offer mediation to the parties, or the parties may request mediation. Unless otherwise agreed by the parties, mediation will be administered by the AAA and conducted pursuant to the applicable provisions of the AAA's Consumer Mediation Procedures. Absent an agreement of the parties to the contrary, the mediation shall take place concurrently with the arbitration and shall not serve to delay the arbitration proceedings. The parties shall confirm to the AAA the completion of any mediation. Unless agreed to by all parties and the neutral, the mediator and arbitrator shall not be the same individual.

R-12. Business Notification and Publicly Accessible Consumer Clause Registry

- (a) A business that provides for or intends to provide for arbitration pursuant to these Rules or another set of AAA rules in a consumer contract (as defined in Rule R-1(b)) should register its consumer arbitration clause with the publicly accessible AAA Consumer Clause Registry.
- (b) Upon receiving the arbitration agreement, the AAA will review the agreement for material compliance with due process standards contained in the *Consumer Due Process Protocol*. The AAA's review of a consumer arbitration clause and determination of whether to administer arbitrations pursuant to that clause is only an administrative determination by the AAA and cannot be relied upon or construed as a legal opinion or advice regarding the enforceability of the arbitration clause. There is a nonrefundable review fee, detailed in the Consumer Arbitration Fee Schedule, to register a clause.
- (c) Any subsequent changes, additions, deletions, or amendments to a currently registered arbitration agreement must be resubmitted for review, and a review fee may be assessed at that time. The AAA will decline to administer consumer arbitrations arising from that arbitration agreement where the business fails to pay the review fee. Any different arbitration agreements of the same business or its subsidiaries must be submitted for review and are subject to the current review fee.
- (d) After the AAA reviews the submitted consumer clause, receives the Registry fee, and determines it will administer consumer-related disputes filed pursuant to the clause, the business will be included on the Registry. To register a consumer arbitration clause or for more information concerning the Consumer Clause Registry, please visit: www.adr.org/clauseregistry.
- (e) The Registry also has an annual nonrefundable fee for the business' arbitration agreement(s). If a business declines to pay the annual Registry fee, the business will be removed from the Registry. As a result, the AAA will decline to administer consumer arbitrations arising from that arbitration agreement. Charging an expedited review fee as an alternative is not permissible.
- (f) If a business does not submit its arbitration agreement for review prior to an arbitration being filed under that clause, the AAA will conduct an expedited review for the specific arbitration case. In addition to any standard filing fees that are owed for that case, the business also will be responsible for paying a one-time, nonrefundable expedited review fee, which is detailed in the Consumer Arbitration Fee Schedule. Subsequent registration of the agreement with the Registry requires a separate review and fee. The AAA will decline to administer consumer arbitrations arising out of that arbitration agreement if the business declines to pay the fees and waive any provision that the AAA determines does not comply with the *Consumer Due Process Protocol*.

R-13. Administrative Conference with the AAA

Before the appointment of the arbitrator, any party may request, or the AAA, in its discretion, may schedule an administrative conference with a representative of the AAA and the parties and/or their representatives. The purpose of the administrative conference is to organize and expedite the arbitration, explore its administrative aspects, establish the most efficient means of selecting an arbitrator, and consider mediation or other non-binding processes as a dispute resolution option. There is no administrative fee for this service.

R-14. Fixing of Locale

- (a) The parties may mutually agree on the locale where the arbitration is to be held.
- (b) If an in-person hearing will be held, and the parties disagree as to the locale, the AAA may initially determine the place of arbitration, subject to the power of the arbitrator, after their appointment, to make a final determination on the locale.
- (c) Any disputes regarding the locale that are to be decided by the AAA must be submitted to the AAA and all other parties within 14 calendar days after the AAA sends notice of the filing of the Demand or by the date established by the AAA. Disputes regarding locale shall be determined in the following manner:
 - i) When the parties' arbitration agreement is silent or ambiguous with respect to locale, and if the parties disagree as to the locale, the AAA shall initially determine the locale of arbitration, subject to the power of the arbitrator after appointment to make a final determination on the locale.
 - ii) If the parties' arbitration agreement specifies more than one possible locale, the filing party may select any of the specified locales at the time of filing, subject to the power of the arbitrator to determine the locale.

R-15. Number and Appointment of Neutral Arbitrators

- (a) If the arbitration agreement does not specify the number of arbitrators or the parties do not agree otherwise, the dispute shall be heard and determined by one arbitrator. The use of terms such as "the arbitrator," "an arbitrator," or "the arbitrators" in the arbitration agreement, without further specifying the number of arbitrators, shall not be deemed by the AAA to reflect an agreement as to the number of arbitrators.
- (b) The AAA maintains a National Roster of Arbitrators ("Roster") and shall appoint arbitrators from this Roster to resolve the parties' dispute(s).
- (c) If the parties have not appointed an arbitrator and have not agreed to a process for appointing the arbitrator, the AAA will administratively appoint an arbitrator from the Roster.
- (d) If the parties' arbitration agreement provides for three or more arbitrators, and

the parties have not appointed the arbitrators and have not agreed to a process for appointing the arbitrators, the AAA will administratively appoint the arbitrators from the Roster. One arbitrator will be designated as the panel chairperson. Such designation will be according to the terms of the parties' arbitration agreement. However, if the parties' arbitration agreement does not specify how the chairperson is to be selected, the chairperson can be designated, at the AAA's discretion, by the parties, the panel, or the AAA.

- (e) Arbitrator(s) serving under these Rules will be neutral and must meet the standards of Rule R-17(a) with respect to being impartial and independent.

R-16. Disclosures

- (a) Any person appointed or to be appointed as an arbitrator, as well as the parties and their representatives, shall disclose to the AAA any circumstance likely to give rise to justifiable doubt as to the arbitrator's impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. Such obligation shall remain in effect throughout the arbitration. Failure on the part of a party or a representative to comply with the requirements of this Rule may result in the waiver of the right to object to an arbitrator in accordance with Rule R-39.
- (b) Upon receipt of such information from the arbitrator or another source, the AAA shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator and others.
- (c) Disclosure of information pursuant to this Rule R-16 is not an indication that the arbitrator considers the disclosed circumstance likely to affect impartiality or independence.

R-17. Disqualification of Arbitrator

- (a) Any arbitrator shall be impartial and independent and shall perform their duties carefully and in good faith, and shall be subject to disqualification for:
 - i) partiality or lack of independence;
 - ii) inability or refusal to perform their duties with diligence and in good faith; or
 - iii) any grounds for disqualification provided by applicable law.
- (b) Upon objection of a party to the continued service of an arbitrator, or on its own initiative, the AAA shall determine whether the arbitrator should be disqualified under the grounds set out above and shall inform the parties of its decision, which shall be final.

R-18. Vacancies

- (a) If, for any reason, an arbitrator is unable or unwilling to perform the duties of

the office, the AAA may declare the office vacant. Vacancies shall be filled in accordance with applicable provisions of these Rules.

- (b) In the event of a vacancy in a panel of neutral arbitrators, after the hearings have commenced, the remaining arbitrator or arbitrators may continue with the hearing and determination of the controversy unless the parties agree otherwise.

R-19. Preliminary Hearing

- (a) As promptly as practicable after the appointment of the arbitrator, a preliminary hearing may be held among the parties and/or their representatives and the arbitrator. The preliminary hearing will be conducted via conference call unless the arbitrator determines that it shall be held by video conference.
- (b) During the preliminary hearing, the parties and the arbitrator shall discuss the future conduct of the case, including clarification of issues and claims, scheduling of the hearings, prehearing exchange of information, and any other preliminary matters as appropriate to achieve a fair, efficient, and economical resolution of the dispute.
- (c) The arbitrator shall promptly issue written orders that state the arbitrator's decisions made during or as a result of the preliminary hearing. The arbitrator may also conduct additional preliminary hearings if the need arises.

R-20. Exchange of Information

- (a) The arbitrator shall manage any necessary exchange of information among the parties, including depositions, interrogatories, document production, or by other means, with a view to achieving an efficient and economical resolution of the dispute while, at the same time, promoting equality of treatment and safeguarding each party's opportunity to fairly present its claims and defenses.
- (b) The parties shall:
 - i) exchange documents in their possession or custody on which they intend to rely;
 - ii) update their exchanges of documents on which they intend to rely as such documents become known to them;
 - iii) identify the witnesses, if any, they plan to have testify at the hearing.
- (c) The arbitrator may, on application of a party or on the arbitrator's own initiative:
 - i) require the parties, in response to reasonable document requests, to make available to the other party documents in the responding party's possession or custody not otherwise readily available to the party seeking the documents and reasonably believed by the party seeking the documents to exist and to be relevant and material to the outcome of disputed issues;
 - ii) require the parties, when documents to be exchanged or produced are

maintained in electronic form, to make such documents available in the form most convenient and economical for the party in possession of such documents, unless the arbitrator determines that there is good cause for requiring the documents to be produced in a different form. The parties should attempt to agree in advance upon, and the arbitrator may determine, reasonable search parameters to balance the need for production of electronically stored documents relevant and material to the outcome of disputed issues against the cost of locating and producing them;

- iii) require such other forms of information exchange as the arbitrator deems necessary.
- (d) The AAA does not require notice of the exchange of information matters and communications unless a dispute arises. At that time, the parties shall notify the AAA of the dispute and any meet and confer efforts so that it may be presented to the arbitrator for determination. The arbitrator has the authority to resolve any disputes between the parties about exchanging information.

R-21. Enforcement Powers of Arbitrator

The arbitrator shall have the authority to issue any orders necessary to enforce the provisions of Rules R-19 and R-20, and any other rule or procedure, and to otherwise achieve a fair, efficient, and economical resolution of the case, including, without limitation:

- (a) conditioning any exchange or production of confidential documents and information, and the admission of confidential evidence at the hearing, on appropriate orders to preserve such confidentiality;
- (b) imposing reasonable search parameters for electronic and other documents if the parties are unable to agree;
- (c) allocating costs of producing documents, including electronically stored documents;
- (d) in the case of willful non-compliance with any order issued by the arbitrator, drawing adverse inferences, excluding evidence and other submissions, and/or making special allocations of costs or an interim award of costs arising from such non-compliance; and
- (e) issuing any other enforcement orders that the arbitrator is empowered to issue under applicable law.

R-22. Date, Time, Place, and Method of Hearing

The arbitrator shall set the date, time, place, and method for each hearing. The hearing shall be held virtually or by other means as approved by the

arbitrator unless otherwise agreed to by the parties, or the arbitrator decides, upon application of a party, that the hearing shall be in person. The parties shall respond to requests for hearing dates in a timely manner, cooperate in scheduling the earliest practicable hearing date, and adhere to the established hearing schedule. The AAA shall send a notice of hearing to the parties at least 10 calendar days in advance of the hearing date unless otherwise agreed by the parties.

R-23. Attendance at Hearings

The arbitrator and the AAA shall maintain the privacy of the hearings unless the law provides to the contrary. The arbitrator shall have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness. The arbitrator shall have the discretion to determine the propriety of the attendance of any other person.

R-24. Representation

- (a) Any party may participate without representation (self-represented), or by counsel, or any other representative of the party's choosing, unless such choice is prohibited by applicable law. A party intending to be so represented shall notify the other party and the AAA of the name, telephone number, address, and email address of the representative at least seven (7) calendar days prior to the date set for the hearing at which that person is first to appear. When such a representative initiates an arbitration or responds for a party, notice is deemed to have been given.
- (b) While parties do not need an attorney to participate in arbitration, arbitration is a final, legally binding process that may impact a party's rights. As such, parties may want to consider consulting an attorney. For resources that may help a party find an attorney or legal help, please visit our website at www.adr.org.
- (c) A representative may withdraw by filing a notice of withdrawal with the AAA, the arbitrator, and all parties. Such notice must include the name and contact information of any new representative or current contact information for the party. After the appointment of the arbitrator, the arbitrator may decide any disputes regarding whether an attorney may withdraw.

R-25. Oaths

Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator may require witnesses

to testify under oath administered by any duly qualified person and, if it is required by law or requested by any party, shall do so.

R-26. Official Record of Proceedings

- (a) Any party desiring a transcribed record of a hearing shall make arrangements directly with a transcriber or transcription service and shall notify the arbitrator and the other parties of these arrangements at least seven (7) calendar days in advance of the hearing. The requesting party or parties shall pay the cost of the record.
- (b) No other means of recording any proceeding will be permitted absent the agreement of the parties or per the direction of the arbitrator.
- (c) If the transcript or any other recording is agreed by the parties or determined by the arbitrator to be the official record of the proceeding, it must be provided to the arbitrator and made available to the other parties at the direction of the arbitrator.
- (d) The arbitrator may resolve any disputes with regard to apportionment of the costs of the transcription or other recording.

R-27. Interpreters

If a party wants an interpreter present for any part of the process, that party must make arrangements directly with the interpreter and shall pay for the costs of the service.

R-28. Extensions of Time and Postponements

- (a) The parties may modify by mutual agreement any period of time established by these Rules or the parties' arbitration agreement. The AAA or the arbitrator may, for good cause, extend any period of time established by these Rules, except as set forth in Rule R-44. The AAA shall notify the parties of any extension.
- (b) The arbitrator, for good cause shown, may grant a postponement upon agreement of the parties, the request of a party, or the arbitrator's own initiative.

R-29. Arbitration in the Absence of a Party or Representative

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be based solely on the default of a party. The arbitrator shall require the party who is in attendance to present such evidence as the arbitrator may require for the making of the award.

R-30. Conduct of Proceedings

- (a) The claimant shall present evidence to support its claim. The respondent shall then present evidence to support its defense. Witnesses for each party shall also submit to questions from the arbitrator and the adverse party. The arbitrator has the discretion to vary this procedure, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case.
- (b) The arbitrator, exercising their discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and may direct the order of proof, bifurcate proceedings, and direct the parties to focus their presentations on issues that could dispose of all or part of the case.
- (c) The arbitrator may also allow for some or all of the presentation of evidence by alternative means, including video, audio, or other electronic means other than an in-person presentation. Such alternative means must afford a full opportunity for all parties to present any evidence that the arbitrator deems material and relevant to the resolution of the dispute and, when involving witnesses, provide an opportunity for cross-examination.
- (d) The parties may agree to waive oral hearings in any case and may also agree to utilize the Procedures for the Resolution of Disputes through Document Submission.

R-31. Motions

- (a) The arbitrator has the sole discretion to allow or deny the filing of a written motion, and the arbitrator's decision is final.
- (b) Where a party seeks to file a dispositive motion, the arbitrator may allow the filing of, and make rulings upon, a dispositive motion only if the arbitrator determines the moving party has shown that the motion is likely to succeed and to dispose of or narrow the issues in the case.
- (c) Consistent with the goal of achieving an efficient and economical resolution of the dispute, the arbitrator shall consider the time and cost associated with the briefing of a dispositive motion in deciding whether to allow any such motion.

R-32. Evidence

- (a) The parties may offer relevant and material evidence and must produce any evidence the arbitrator decides is necessary to understand and decide the dispute. Following the legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of the arbitrator and all of the parties unless any of the parties is absent, in default, or has waived the right to be present.
- (b) The arbitrator shall determine what evidence will be admitted, what evidence

is relevant, and what evidence is material to the case. The arbitrator may also exclude evidence that the arbitrator decides is cumulative or not relevant.

- (c) The arbitrator shall consider applicable principles of legal privilege, such as those that involve the confidentiality of communications between a lawyer and a client.
- (d) An arbitrator or other person authorized by law to subpoena witnesses or documents may do so at the request of any party. If a party requests the arbitrator sign a subpoena, that party shall copy the request to the other parties in the arbitration at the same time it is provided to the arbitrator.
- (e) If a witness whose testimony is represented by a party to be essential is unable or unwilling to testify at the hearing, either in person or through electronic or other means, either party may request that the arbitrator order the witness to appear in person for examination before the arbitrator at a time and location where the witness is willing and able to appear voluntarily or can legally be compelled to do so. Any such order may be conditioned upon payment by the requesting party of all reasonable costs associated with such examination.

R-33. Written Statements and Post-Hearing Evidence

- (a) The arbitrator may receive and consider the evidence of witnesses by written statements rather than in-person testimony but will give this evidence only such credence as the arbitrator decides is appropriate. The arbitrator will consider any objection to such evidence made by the opposing party.
- (b) If the parties agree or the arbitrator decides that documents or other evidence need to be submitted to the arbitrator after the hearing, those documents or other evidence will be filed with the AAA so that they can be sent to the arbitrator. All parties will be given the opportunity to review and respond to these documents or other evidence.

R-34. Inspection or Investigation

- (a) An arbitrator finding it necessary to inspect property or conduct an investigation in connection with the arbitration will request that the AAA so inform the parties.
- (b) The arbitrator will set the date and time of the inspection or investigation, and the AAA will notify the parties. Any party who would like to be present at the inspection or investigation may attend. If one or all parties are not present at the inspection or investigation, the arbitrator will make an oral or written report to the parties and allow them an opportunity to comment.

R-35. Interim Measures

- (a) The arbitrator may grant whatever interim measures they decide are necessary, including granting an injunction and ordering that property be protected.

- (b)** Such interim measures may take the form of an interim award, and the arbitrator may require a security payment for the costs of such measures.
- (c)** When making a decision on an interim measure, the arbitrator may grant any remedy, relief, or outcome that the parties could have received in court.
- (d)** A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

R-36. Documents-Only Procedure

Disputes may be resolved by submission of documents and without an oral evidentiary hearing process involving virtual, in-person, or telephonic hearings. For cases being decided by the submission of documents only (sometimes referred to as a “desk arbitration”), the Procedures for the Resolution of Disputes through Document Submission (found at the end of these Rules) shall supplement these Rules.

R-37. Closing of Hearing

- (a)** The arbitrator must specifically ask all parties whether they have any further proofs to offer or witnesses to be heard. When the arbitrator receives negative replies, or if they are satisfied that the record is complete, the arbitrator will declare the hearing closed.
- (b)** If briefs or other written documentation is to be filed by the parties, the hearing shall be declared closed as of the date the arbitrator is satisfied that the record is complete, and such date shall occur no later than seven (7) calendar days from the date of receipt of the last such submissions or hearing transcript. Absent agreement of the parties, the time that the arbitrator has to make the award begins upon the closing of the hearing.

R-38. Reopening of Hearing

If a party requests that the hearings be reopened, and the arbitrator approves, or if the arbitrator decides to reopen the hearing on their own initiative, the hearing may be reopened at any time before the award is made. If reopening the hearing would prevent the making of the award within the specific time agreed on by the parties in the arbitration agreement, the matter may not be reopened unless the parties agree to an extension of time. If the arbitrator reopens the hearing, they

will have 30 calendar days, or 14 calendar days if a documents-only procedure, from the closing of the reopened hearing within which to make an award.

R-39. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been followed and who fails to state objections in writing shall be deemed to have waived the right to object.

R-40. Serving of Notice

Except as provided in Rule R-4(b)(iii) for serving the filing of an arbitration, any documents or notices necessary for the continuation of an arbitration under these Rules may be served on a party by mail or email addressed to the party or its representative at the last-known address, provided that reasonable opportunity to be heard with regard to the dispute is or has been granted to the party. The AAA and the arbitrator have the discretion to direct the use of any other methods of communication during the case.

R-41. Communications

- (a)** Neither a party nor its representative may communicate in any way with an arbitrator or a potential arbitrator about the arbitration outside of the presence of the other parties to the arbitration. Any communications between the parties and the arbitrator shall be conducted through the AAA.
- (b)** All written communications addressed to the AAA or to the arbitrator shall be sent at the same time to all parties to the arbitration unless the AAA or arbitrator directs otherwise.
- (c)** The failure of a party or its representative to adhere to these guidelines may prevent the AAA or the arbitrator from acting on any requests or objections contained within those communications.
- (d)** The AAA may initiate administrative communications with the parties or their representatives either jointly or individually.

R-42. Confidentiality

- (a)** Unless otherwise required by applicable law, court order, or the parties' agreement, the AAA and the arbitrator shall keep confidential all matters relating to the arbitration or the award.

- (b) Upon the agreement of the parties or the request of any party, the arbitrator may make orders concerning the confidentiality of the arbitration proceedings and may take measures for protecting trade secrets and confidential information.
- (c) The AAA may choose to publish an award rendered under these Rules; however, the names of the parties and witnesses will be removed from awards that are published.

R-43. Majority Decision

- (a) When the panel consists of more than one arbitrator, unless required by law or by the arbitration agreement or section (b) of this Rule, a majority of the arbitrators must make all decisions, including the final award.
- (b) Where there is a panel of three arbitrators, absent an objection of a party or another member of the panel, the chairperson of the panel is authorized to resolve any disputes related to the exchange of information or procedural matters without the need to consult the full panel.
- (c) Absent an objection of a party or another member of the panel, the chairperson may sign any order on behalf of the panel.

R-44. Time of Award

The award shall be issued promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, no later than 30 calendar days from the date the hearing is closed or, if the case is a documents-only procedure, 14 calendar days. The AAA may extend the time limit for the rendering of the award only in unusual and extreme circumstances.

R-45. Form of Award

- (a) Any award shall be in writing and signed by a majority of the arbitrators. Signatures may be executed in electronic or digital form. The award shall be executed in the form and manner required by law.
- (b) The award shall provide a brief written explanation for the decision unless the parties all agree otherwise. Any disagreements over the form of the award shall be decided by the arbitrator. If the parties agree to a different form of award, they must so agree in writing prior to the close of the hearings.

R-46. Scope of Award

- (a) The arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorney's fees and costs, in accordance with applicable law.

- (b)** In addition to a final award, the arbitrator may make other decisions, including interim, interlocutory, or partial rulings, orders, and awards.
- (c)** In any interim, interlocutory, or partial award, the arbitrator may, and in the final award shall, assess the administrative fees, arbitrator compensation, and expenses provided in Rules R-52, R-53, and R-54. The arbitrator may only award administrative fees, arbitrator compensation, or expenses to a business as may be required by applicable law or upon the arbitrator's determination that a claim or counterclaim against the business was filed for purposes of harassment or is patently frivolous.

R-47. Award upon Settlement

- (a)** If the parties settle their dispute during the course of the arbitration and if the parties so request, the arbitrator may set forth the terms of the settlement in a "consent award." A consent award must include an allocation of arbitration costs, including administrative fees and expenses, as well as arbitrator compensation and expenses as set forth in Rule R-46(c).
- (b)** Consent awards will not be made available to the public per Rule R-42(c) unless the parties agree otherwise.

R-48. Delivery of Award to Parties

Parties shall accept as notice and delivery of the award the transmittal of the award in the same manner that the AAA has used to communicate with the parties throughout the case, including electronic transmission of the award or any other manner that is permitted by law.

R-49. Modification of Award

- (a)** Within 20 calendar days after the transmittal of an award, the arbitrator, on their initiative, or any party, upon notice to the other parties, may request that the arbitrator, through the AAA, clarify the award or correct any clerical, typographical, technical, or computational errors in the award. In clarifying the award or correcting clerical, typographical, technical, or computational errors in it, the arbitrator is not empowered to re-determine the merits of any claim already decided.
- (b)** The opposing parties shall be given 10 calendar days to respond to the request. The arbitrator shall make a decision on the request within 20 calendar days after the AAA transmits the request and any responses to the arbitrator.
- (c)** If applicable law provides a different procedural time frame, that procedure shall be followed.

R-50. Release of Documents

The AAA shall, upon the written request of a party to the arbitration, furnish to that party, at its expense, copies or certified copies of documents in the AAA's possession that are not determined by the AAA to be privileged or confidential.

R-51. Applications to Court and Exclusion of Liability

- (a) No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.
- (b) Neither the AAA nor any arbitrator in a proceeding under these Rules is a necessary or proper party in any judicial proceedings relating to the arbitration.
- (c) Parties to an arbitration under these Rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.
- (d) Parties to an arbitration under these Rules shall be deemed to have consented that neither the AAA, AAA employees, nor any arbitrator shall be liable to any party in any action for damages, or injunctive or other relief, for any act or omission in connection with any arbitration under these Rules.
- (e) Parties to an arbitration under these Rules may not call the arbitrator, the AAA, or AAA employees as a witness in litigation or any other proceeding relating to the arbitration. The arbitrator, the AAA and AAA employees are not competent to and may not testify as witnesses in any such proceeding.

R-52. Administrative Fees

As a not-for-profit organization, the AAA charges fees to compensate it for the cost of providing administrative services. The fee schedule in effect when the case is filed shall apply for all fees charged during the administration of the case. The AAA may, in the event of the consumer's extreme hardship, waive the consumer's administrative fees.

AAA fees shall be paid in accordance with the Consumer Arbitration Fee Schedule, found on our website at www.adr.org.

R-53. Neutral Arbitrator's Compensation

- (a) Arbitrators serving under these Rules shall be compensated at a rate established by the AAA.
- (b) Any arrangement for the compensation of an arbitrator shall be made through the AAA and not directly between the parties and the arbitrator.

- (c) Arbitrator compensation shall be paid in accordance with the Consumer Arbitration Fee Schedule.

R-54. Expenses

- (a) Unless otherwise agreed by the parties or as provided under applicable law, the expenses of witnesses for either side shall be borne by the party producing such witnesses.
- (b) All expenses of the arbitrator, including required travel and other expenses, and any AAA expenses, as well as the costs relating to proof and witnesses produced at the direction of the arbitrator, shall be borne in accordance with the Consumer Arbitration Fee Schedule.

R-55. Deposits

- (a) The AAA may require deposits in advance of any hearings of such sums of money as it deems necessary to cover the expenses of the arbitration, including the arbitrator's compensation, and shall render an accounting and return any unexpended balance at the conclusion of the case. A party's failure to make the requested deposits by the date established by the AAA may result in the AAA or the arbitrator taking any appropriate steps, as set forth in Rule R-56.
- (b) Deposit amounts requested will be based on estimates provided by the arbitrator. The arbitrator will determine the estimated amount of deposits using the information provided by the parties with respect to the complexity of each case.
- (c) The AAA shall request from the arbitrator an itemization or explanation for the arbitrator's request for deposits.
- (d) The AAA will establish due dates for the collection of those deposits.

R-56. Remedies for Nonpayment

- (a) If arbitrator compensation or administrative fees have not been paid in full, the AAA may inform the parties so that one of them may forward the required payment.
- (b) Once the AAA informs the parties that payments have not been received, a party may request an order from the arbitrator directing what measures might be taken in light of a party's nonpayment. Such measures may include limiting a party's ability to assert or pursue its claim and prohibiting a non-paying party from filing any motion. However, a party shall never be precluded from defending a claim or counterclaim. The arbitrator must provide the party opposing a request for relief with the opportunity to respond prior to making any determination. In the event that the arbitrator grants any request for relief that limits any party's participation in the arbitration, the arbitrator will require the party who is making a claim and who has made appropriate payments to submit the evidence required to make an award.

- (c) Upon receipt of information from the AAA that full payments have not been received, the arbitrator, on the arbitrator's own initiative, may order the suspension of the arbitration. If no arbitrator has yet been appointed, the AAA may suspend the proceedings.
- (d) If arbitrator compensation or AAA administrative fees remain unpaid after a determination to suspend an arbitration due to nonpayment, the arbitrator has the authority to terminate the proceedings. Such an order shall be in writing and signed by the arbitrator.
- (e) If arbitrator compensation or AAA administrative fees remain unpaid and no arbitrator has yet been appointed, the AAA may terminate the proceedings. Such determination shall be in writing and provided to the parties. Nonpayment of the Consumer Clause Registry fee will result in the removal of the business from the "Registered" section of the Registry.
- (f) Where the AAA determines that a business's failure to pay its portion of arbitration costs is a violation of these Rules, the AAA may decline to administer future consumer arbitrations with that business.

R-57. Sanctions

- (a) The arbitrator may, upon a party's request, order appropriate sanctions against a party that has failed to comply with its obligations under these Rules or with an order of the arbitrator. In the event that the arbitrator enters a sanction that limits any party's participation in the arbitration or results in an adverse determination of an issue or issues, the arbitrator shall explain that order in writing and shall require the submission of evidence and legal argument prior to making of an award. The arbitrator may not enter a default award as a sanction.
- (b) The arbitrator must provide a party that is subject to a sanction request with the opportunity to respond prior to making any determination regarding the sanctions application.

R-58. Appeals

If the parties' arbitration agreement provides for the appeal of an arbitration award, the AAA will administer the appellate arbitration process only if it complies with the Consumer Due Process Protocol and the filing fees and arbitrator compensation in connection with the appellate arbitration process are borne and allocated in accordance with the Consumer Arbitration Fee Schedule. In such cases, the AAA will administer the appellate arbitration process pursuant to these Rules.

Procedures for the Resolution of Disputes through Document Submission

D-1. Applicability

- (a)** In any case, regardless of claim size, the parties may agree to waive virtual, in-person, and telephonic evidentiary hearings and resolve the dispute through the submission of documents to one arbitrator. Such agreement shall be confirmed in writing no later than the deadline for the filing of an answer.
- (b)** Where no disclosed claim or counterclaim exceeds \$25,000, the dispute shall be resolved by these Procedures for the Resolution of Disputes through Document Submission (Procedures) unless a party requests a hearing and the arbitrator decides that a hearing is necessary.
- (c)** If there is a disagreement regarding the applicability of these Procedures, the arbitrator shall decide.
- (d)** When parties agree to these Procedures, the procedures in Procedures D-1 through D-3 shall supplement other portions of these Rules that are not in conflict with the Procedures.

D-2. Preliminary Hearing

Upon receipt of the Case Management Fee and any other requested fees, the AAA will send notice to the parties and the arbitrator of the scheduling of the preliminary hearing. The preliminary hearing will be conducted via telephone unless the arbitrator determines that it shall be held by videoconference.

D-3. Time of Award

- (a)** The arbitrator shall establish the date for final written submissions. As of the date the arbitrator is satisfied that the record is complete, the arbitrator will declare the hearing closed. Such date shall not be later than seven (7) calendar days from the date of receipt of the final written submissions.
- (b)** The arbitrator shall render the award within 14 calendar days from the date the hearing is closed.
- (c)** The award is subject to all other provisions of these Rules that pertain to awards.

Administrative Fees for Consumer Arbitration Cases

FOR THE CURRENT ADMINISTRATIVE FEE SCHEDULE, PLEASE VISIT www.adr.org.

Consumer Mediation Procedures

M-1. Agreement of the Parties

If the parties' contract provides that the American Arbitration Association (AAA) administers mediation or that they follow these Consumer Mediation Procedures, then they agree that the AAA administers mediation and to follow the Consumer Mediation Procedures that are in place at the time a party submits a Request for Mediation.

Similarly, if the parties agree after a dispute arises to have the AAA administer mediation or to follow these Consumer Mediation Procedures, then they agree that the AAA administers mediation and to follow the Consumer Mediation Procedures that are in place at the time a party submits a Request for Mediation.

M-2. Initiation of Mediation

Any party involved in a dispute can start the mediation process by submitting a Request for Mediation online through AAA WebFile at www.adr.org. The party who submits a Request for Mediation is known as the initiating party. The initiating party must also notify the other party or parties of the request at the same time. Additionally, as part of the Request for Mediation, the initiating party must provide the following information to the AAA and the other party or parties, as applicable:

Mediation Agreement or Stipulation

A copy of the mediation clause from the parties' contract or a written agreement to mediate.

(1) Contact Information

- Names, email addresses (if available), and phone numbers of all parties involved in the dispute, including representatives (if any).

(2) Nature of the Dispute

- A summary outlining the key issues in the dispute.

(3) Mediator Qualifications

- Any specific skills, experience, or qualifications the mediator should have.

Requesting Mediation Without a Preexisting Agreement

If there is no prior agreement or contract clause requiring mediation for current or future disputes within the Request for Mediation, a party may ask the AAA to invite the other party or parties to participate in mediation. Upon receiving such a request, the AAA will contact the other parties involved to seek their agreement to mediate.

M-3. Representation

Any party may participate without a lawyer (self-represented), with a lawyer, or with a non-lawyer unless such choice is prohibited by applicable law. A party intending to participate with a lawyer or non-lawyer must notify the other party and the AAA of the name, telephone number, and email address, if available, of the lawyer or non-lawyer.

M-4. Selection of the Mediator

Parties may search the online profiles of the AAA's Panel of Mediators in an effort to agree on a mediator. If the parties have not agreed to a mediator at the time a party submits a Request for Mediation and have not provided any other method for mediator selection, the AAA will select the mediator.

M-5. Mediator's Impartiality and Duty to Disclose

Mediators must abide by the [Model Standards of Conduct for Mediators](#). The Standards require mediators to decline a mediation if the mediator cannot conduct it impartially. Impartiality means freedom from favoritism, bias, or prejudice. Mediators must also disclose, as soon as practicable, all actual and potential conflicts of interest that are reasonably known to the mediator and could reasonably be seen as raising a question about the mediator's impartiality.

Before accepting an appointment, the mediator must make a reasonable inquiry to determine whether there are any facts that a reasonable person would consider likely to create a potential or actual conflict of interest for the mediator. The mediator must let the AAA know of any circumstance likely to make the mediator seem biased. The mediator must also let the AAA know of any circumstances that would prevent a resolution of the parties' dispute within the parties' desired timeframe. If a mediator lets the AAA know about such circumstances, the AAA will immediately inform the parties and ask the parties for their comments.

When the AAA informs the parties of the mediator's actual or potential conflicts of interest, the parties may decide to proceed with the mediation. However, if a party does not agree to continue with that mediator, the mediator will be replaced.

M-6. Vacancies

If the mediator becomes unwilling or unable to serve, the AAA will select another mediator unless the parties agree otherwise.

M-7. Duties and Responsibilities of the Mediator

- (1) The mediator will conduct the mediation based on the principle of party self-determination. Self-determination is coming to a voluntary, uncoerced decision in which each party makes free and informed choices as to process and outcome.
- (2) The mediator is authorized to conduct separate meetings and have separate communications with the parties and/or their representatives.
- (3) The mediator will set the date and time for each mediation session. The mediation will take place by video, telephone, or other electronic means.
- (4) Before the mediation session, the mediator may request pre-mediation statements from the parties or their lawyers. Pre-mediation statements educate the mediator on the key factual and legal disputes between the parties. The mediator may request the pre-mediation statements include issues in the dispute, including the parties' underlying interests and the history of the parties' negotiations.

The mediator may limit the number of pages for the parties' pre-mediation statements or decide that pre-mediation statements are unnecessary. The mediator may also ask that the parties share their pre-mediation statements with one another. If the parties exchange pre-mediation statements, they may send the mediator any information they wish to keep confidential in a separate communication.

- (5) The mediator does not have the authority to impose a settlement on the parties but will attempt to help them resolve their dispute. The mediator may make oral or written recommendations for settlement to a party privately or, if the parties agree, to all parties jointly.
- (6) If complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), at the discretion of the mediator, the mediator may continue to communicate with the parties for a period of time to attempt to facilitate a complete settlement.
- (7) The mediator is not a legal representative of any party, and no attorney-client relationship exists between a party and the mediator.

M-8. Responsibilities of the Parties

The parties are encouraged to exchange all documents pertinent to the claim.

Each party will ensure that a person with authority to settle the case attends the mediation. Before and during the scheduled mediation session(s), the parties and their representatives will exercise their best efforts to prepare for and engage in a meaningful and productive mediation.

The parties must respond to requests for mediation dates in a timely manner, be cooperative in scheduling the earliest possible date, and keep to the established schedule. The AAA will notify the parties of the mediation session before the date when timing permits.

M-9. Privacy

Mediation sessions and related mediation communications are private proceedings. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of all parties and with the consent of the mediator.

M-10. Confidentiality

Subject to applicable law or the parties' agreement, the mediator will not share confidential information disclosed to the mediator by the parties or by other participants in the course of the mediation. The mediator will maintain the confidentiality of all information obtained in the mediation. All records, reports, or other documents the mediator received while serving in that capacity will be confidential.

The mediator will not be forced to share such records or to testify in regard to the mediation in any arbitral, judicial, or other proceeding.

The parties will maintain the confidentiality of the mediation. They will not rely on or introduce as evidence in any arbitral, judicial, or other proceeding the following unless agreed to by all parties or required by applicable law:

- (1) Views expressed or suggestions made by a party or other participant with respect to a possible settlement of the dispute;
- (2) Admissions made by a party or other participant in the course of the mediation proceedings;
- (3) Proposals made or views expressed by the mediator; or
- (4) The fact that a party had or had not indicated a willingness to accept a proposal for settlement made by the mediator.

M-11. No Written Record

There will be no written record of the mediation process other than a settlement agreement entered into by all parties to the mediation.

M-12. Termination of Mediation

The mediation will be terminated:

- (1) By the execution of a settlement agreement by the parties; or
- (2) By the mediator's written or verbal statement that further efforts at mediation would not result in a resolution of the parties' dispute; or
- (3) By a written or verbal statement by all parties that the mediation proceedings are terminated; or
- (4) When there has been no communication between the mediator and any party or party's representative for 21 days after the end of the last mediation session.

M-13. Exclusion of Liability

- (1) Neither the AAA nor any mediator is a necessary or proper party in judicial proceedings relating to the mediation.
- (2) Neither the AAA nor any mediator shall be liable to any party for any error, act, or omission in connection with any mediation conducted under these procedures.

- (3) Parties to a mediation under these procedures may not call the mediator, the AAA, or AAA employees as witnesses in litigation or any other proceeding relating to the mediation. The mediator, the AAA, and AAA employees are not competent to testify as witnesses in any such proceeding.

M-14. Interpretation and Application of Procedures

The mediator will interpret and apply these procedures insofar as they relate to the mediator's duties and responsibilities. All other procedures will be interpreted and applied by the AAA.

M-15. Deposits

The AAA will require the parties to send a deposit covering the mediator's expected costs and expenses before the mediation begins, unless the mediator gives different instructions. The AAA will consult with the mediator to determine the deposit amount needed for parties to cover the mediator's expected costs and expenses. When the mediation ends, the AAA will render an accounting to the parties and return any unused amounts.

M-16. Expenses

The business will pay all mediation expenses unless the parties agree otherwise. This includes required travel and other expenses, as well as mediator fees. The expenses of participants for either side will be paid by the party requesting the attendance of such participants.

M-17. Costs of Mediation

FOR THE CURRENT ADMINISTRATIVE FEE SCHEDULE, PLEASE VISIT www.adr.org.

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Exhibit 8

CONSUMER

Consumer Arbitration Rules



AMERICAN ARBITRATION ASSOCIATION®

Available online at adr.org/consumer

Rules Amended and Effective September 1, 2014

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Consumer Arbitration Rules



Introduction

Millions of consumer purchases take place each year. Occasionally, these transactions lead to disagreements between consumers and businesses. These disputes can be resolved by arbitration. Arbitration is usually faster and cheaper than going to court.

The American Arbitration Association® (“AAA®,” “the Association”) applies the *Consumer Arbitration Rules* (“Rules”) to arbitration clauses in agreements between individual consumers and businesses where the business has a standardized, systematic application of arbitration clauses with customers and where the terms and conditions of the purchase of standardized, consumable goods or services are non-negotiable or primarily non-negotiable in most or all of its terms, conditions, features, or choices. The product or service must be for personal or household use. The AAA has the discretion to apply or not to apply the *Consumer Arbitration Rule*, and the parties are able to bring any disputes concerning the application or non-application of the Rules to the attention of the arbitrator. Consumers and businesses are permitted to seek relief in a small claims court for disputes or claims within the scope of the small claims court’s jurisdiction. These Rules were drafted and designed to be consistent with the minimum due process principles of the *Consumer Due Process Protocol*.

About the AAA

The administrator’s role is to manage the administrative aspects of the arbitration, such as the appointment of the arbitrator, preliminary decisions about where hearings might take place, and handling the fees associated with the arbitration. As administrator, however, the AAA does not decide the merits of a case or make any rulings on issues such as what documents must be shared with each side. Because the AAA’s role is only administrative, the AAA cannot overrule or change an arbitrator’s decisions or rulings. The administrator will comply with any court orders issued from litigation involving the parties to the dispute.

The American Arbitration Association, founded in 1926, is a neutral, independent, and private not-for-profit organization. We offer a broad range of conflict management services to businesses, organizations, and individuals. We also provide education, training, and publications focused on methods for settling disputes out of court.

The Arbitrator

Except where the parties to a case reach their own settlement, the arbitrator will make the final, binding decision called the Award on the dispute and render it in writing. The Arbitrator makes all the procedural decisions on a case not made by the Administrator or not decided jointly by the parties. The arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorney's fees and costs, in accordance with the law or laws that apply to the case.

Arbitrators are neutral and independent decision makers who are not employees of the AAA. Once appointed to a case, an arbitrator may not be removed by one party without the other party's consent or unless the Administrator determines an arbitrator should be removed and replaced by another arbitrator chosen by the Administrator in a manner described in these Rules.

The AAA's Consumer Arbitration Rules

The AAA has developed the *Consumer Arbitration Rules* for consumers and businesses that want to have their disagreements resolved through arbitration.

Availability of Mediation through AAA Mediation.org

Mediation in consumer disputes is also available to help parties resolve their disputes. Parties interested in participating in mediation may find a mediator through www.aaamediation.org.

Administrative Fees

The Association charges a fee for its services under these Rules. A fee schedule is included at the end of these Rules in the Costs of Arbitration section.

Arbitrator's Fees

Arbitrators are paid for the time they spend resolving disputes. The business makes deposits as outlined in the fee schedule in the Costs of Arbitration section of these Rules. Unused deposits are refunded at the end of the case.

Notification

A business intending to incorporate these Rules or to refer to the dispute resolution services of the AAA in a consumer alternative dispute resolution ("ADR") plan should, at least 30 days prior to the planned effective date of the program,

- notify the Association of its intention to do so, and
- provide the Association with a copy of the consumer dispute resolution plan.

If a business does not comply with this requirement, the Association reserves the right to withhold its administrative services. For more information, please see R-12 below.

Filing a Case and Initial AAA Administrative Steps

R-1. Applicability (When the AAA Applies These Rules)

- (a) The parties shall have made these *Consumer Arbitration Rules* ("Rules") a part of their arbitration agreement whenever they have provided for arbitration by the American Arbitration Association ("AAA"), and
- 1) have specified that these *Consumer Arbitration Rules* shall apply;
 - 2) have specified that the *Supplementary Procedures for Consumer-Related Disputes* shall apply, which have been amended and renamed the *Consumer Arbitration Rules*;
 - 3) the arbitration agreement is contained within a consumer agreement, as defined below, that does not specify a particular set of rules; or
 - 4) the arbitration agreement is contained within a consumer agreement, as defined below, that specifies a particular set of rules other than the *Consumer Arbitration Rules*.

When parties have provided for the AAA's rules or AAA administration as part of their consumer agreement, they shall be deemed to have agreed that the application of the AAA's rules and AAA administration of the consumer arbitration shall be an essential term of their consumer agreement.

The AAA defines a consumer agreement as an agreement between an individual consumer and a business where the business has a standardized, systematic application of arbitration clauses with customers and where the terms and conditions of the purchase of standardized, consumable goods or services are non-negotiable or primarily non-negotiable in most or all of its terms, conditions, features, or choices. The product or service must be for personal or household use.

Examples of contracts that typically meet the criteria for application of these Rules, if the contract is for personal or household goods or services and has an arbitration provision, include, but are not limited to the following:

- Credit card agreements
- Telecommunications (cell phone, ISP, cable TV) agreements
- Leases (residential, automobile)
- Automobile and manufactured home purchase contracts
- Finance agreements (car loans, mortgages, bank accounts)
- Home inspection contracts
- Pest control services

- Moving and storage contracts
- Warranties (home, automobile, product)
- Legal funding
- Health and fitness club membership agreements
- Travel services
- Insurance policies
- Private school enrollment agreements

Examples of contracts that typically do not meet the criteria for application of these Rules, should the contract contain an arbitration provision, include, but are not limited to the following:

- Home construction and remodeling contracts
- Real estate purchase and sale agreements
- Condominium or homeowner association by-laws
- Business insurance policies (including crop insurance)
- Commercial loan and lease agreements
- Commercial guaranty agreements

- (b)** When parties agree to arbitrate under these Rules, or when they provide for arbitration by the AAA and an arbitration is initiated under these Rules, they thereby authorize the AAA to administer the arbitration. The authority and duties of the AAA are prescribed in the agreement of the parties and in these Rules and may be carried out through such of the AAA's representatives as it may direct. The AAA may, in its discretion, assign the administration of an arbitration to any of its offices. Arbitrations administered under these Rules shall only be administered by the AAA or by an individual or organization authorized by the AAA to do so.
- (c)** The consumer and the business may agree to change these Rules. If they agree to change the Rules, they must agree in writing. If the consumer and the business want to change these Rules after the appointment of the arbitrator, any changes may be made only with the approval of the arbitrator.
- (d)** The AAA administers consumer disputes that meet the due process standards contained in the *Consumer Due Process Protocol* and the *Consumer Arbitration Rules*. The AAA will accept cases after the AAA reviews the parties' arbitration agreement and if the AAA determines the agreement substantially and materially complies with the due process standards of these Rules and the *Consumer Due Process Protocol*. Should the AAA decline to administer an arbitration, either party may choose to submit its dispute to the appropriate court for resolution.
- (e)** The AAA has the initial authority to apply or not to apply the *Consumer*

Arbitration Rules. If either the consumer or the business disagrees with the AAA's decision, the objecting party must submit the objection by the due date for filing an answer to the demand for arbitration. If an objection is filed, the arbitrator shall have the authority to make the final decision on which AAA rules will apply.

- (f) If, within 30 days after the AAA's commencement of administration, a party seeks judicial intervention with respect to a pending arbitration and provides the AAA with documentation that judicial intervention has been sought, the AAA will suspend administration for 30 days to permit the party to obtain a stay of arbitration from the court.
- (g) Where no disclosed claims or counterclaims exceed \$25,000, the dispute shall be resolved by the submission of documents only/desk arbitration (see R-29 and the *Procedures for the Resolution of Disputes through Document Submission* below). Any party, however, may ask for a hearing. The arbitrator also may decide that a hearing is necessary.

R-2. Starting Arbitration under an Arbitration Agreement in a Contract

- (a) Arbitration filed under an arbitration agreement naming the AAA shall be started in the following manner:
 - (1) The party who starts the arbitration (referred to as the "claimant" throughout the arbitration) must contact, in writing, the party that the case is filed against (referred to as the "respondent" throughout the arbitration) that it wishes to arbitrate a dispute. This written contact is referred to as the Demand for Arbitration ("Demand"). The Demand must do the following:
 - Briefly explain the dispute
 - List the names and addresses of the consumer and the business, and, if known, the names of any representatives of the consumer and the business
 - Specify the amount of money in dispute, if applicable
 - Identify the requested location for the hearing if an in-person hearing is requested
 - State what the claimant wants
 - (2) The claimant must also send one copy of the Demand to the AAA at the same time the demand is sent to the respondent. When sending a Demand to the AAA, the claimant must also send the following:
 - A copy of the arbitration agreement contained in the contract and/or agreement and/or purchase document
 - The proper filing fee; the amount of the filing fee can be found in the Costs of Arbitration section at the end of these Rules.

- (3) If the arbitration is pursuant to a court order, the claimant must send one copy of the Demand to the AAA at the same time the Demand is sent to the respondent. When sending a demand to the AAA, the claimant must also send the following:
- A copy of the court order
 - A copy of the arbitration agreement contained in the contract and/or agreement and/or purchase document
 - The proper filing fee

The filing fee must be paid before a matter is considered properly filed. If the court order directs that a specific party is responsible for the filing fee, it is the responsibility of the filing party either to make such payment to the AAA and seek reimbursement as directed in the court order or to make other such arrangements so that the filing fee is submitted to the AAA with the Demand.

The claimant may file by mail. The mailing address of the AAA's Case Filing Services is:

American Arbitration Association
Case Filing Services
1101 Laurel Oak Road, Suite 100
Voorhees, NJ 08043

Or, the claimant may file online using AAA WebFile: <https://www.adr.org>

Or, the claimant may file at any of the AAA's offices.

- (b) The AAA will send a written notice letting the consumer and the business know the Demand for Arbitration has been received.
- (c) The respondent may submit a written response to the Demand, known as an "answer," which describes how the respondent responds to the claimant's claim. The answer must be sent to the AAA within 14 calendar days after the date the AAA notifies the parties that the Demand for Arbitration was received and all filing requirements were met. The answer must be
- in writing,
 - sent to the AAA, and
 - sent to the claimant at the same time.
- (d) The respondent may also file a counterclaim, which is the respondent filing a Demand against the claimant. If the respondent has a counterclaim, the counterclaim must briefly explain the dispute, specify the amount of money involved, and state what the respondent wants.

- (e) If no answer is filed within 14 calendar days, the AAA will assume that the respondent does not agree with the claim filed by the claimant. The case will move forward after 14 days regardless of whether an answer is filed.
- (f) When sending a Demand or an answer, the consumer and the business are encouraged to provide enough details to make the dispute clear to the arbitrator.

R-3. Agreement to Arbitrate When There is No AAA Arbitration Clause

If the consumer and business do not have an arbitration agreement or their arbitration agreement does not name the AAA, the parties may agree to have the AAA arbitrate their dispute. To start the arbitration, the parties must send the AAA a submission agreement, which is an agreement to arbitrate their case with the AAA, signed by the consumer and the business (email communications between all parties to a dispute reflecting an agreement to arbitrate also is acceptable). The submission agreement must

- be in writing (electronic communication is acceptable);
- be signed by both parties;
- briefly explain the dispute;
- list the names and addresses of the consumer and the business;
- specify the amount of money involved;
- specify the requested location for the hearing if an in-person hearing is requested; and
- state the solution sought.

The parties should send one copy of the submission agreement to the AAA. They must also send the proper filing fees. A fee schedule can be found in the Costs of Arbitration section at the end of these Rules.

R-4. AAA Administrative Fees

As a not-for-profit organization, the AAA charges fees to compensate it for the cost of providing administrative services. The fee schedule in effect when the case is filed shall apply for all fees charged during the administration of the case. The AAA may, in the event of the consumer's extreme hardship, defer or reduce the consumer's administrative fees.

AAA fees shall be paid in accordance with the Costs of Arbitration section found at the end of these Rules.

R-5. Neutral Arbitrator's Compensation

- (a) Arbitrators serving under these Rules shall be compensated at a rate established by the AAA.
- (b) Any arrangement for the compensation of an arbitrator shall be made through the AAA and not directly between the parties and the arbitrator.
- (c) Arbitrator compensation shall be paid in accordance with the Costs of Arbitration section found at the end of these Rules.

R-6. Depositing Neutral Arbitrator's Compensation with the AAA

The AAA may require the parties to deposit in advance of any hearings such sums of money as it decides are necessary to cover the expense of the arbitration, including the arbitrator's fee, and shall render an accounting to the parties and return any unused money at the conclusion of the case.

R-7. Expenses

Unless otherwise agreed by the parties or as provided under applicable law, the expenses of witnesses for either side shall be borne by the party producing such witnesses.

All expenses of the arbitrator, including required travel and other expenses, and any AAA expenses, as well as the costs relating to proof and witnesses produced at the direction of the arbitrator, shall be borne in accordance with the Costs of Arbitration section found at the end of these Rules.

R-8. Changes of Claim

Once a Demand has been filed, any new claims or counterclaims, or changes to the claim or counterclaim, must be made in writing and sent to the AAA. The party making the new or different claim or counterclaim shall send a copy to the opposing party. As with the original Demand or counterclaim, a party shall have 14 calendar days from the date the AAA notifies the parties it received the new or different claim or counterclaim to file an answering statement with the AAA.

If an arbitrator has already been appointed, a new or different claim or counterclaim may only be considered if the arbitrator allows it.

R-9. Small Claims Option for the Parties

If a party's claim is within the jurisdiction of a small claims court, either party may choose to take the claim to that court instead of arbitration as follows:

- (a) The parties may take their claims to small claims court without first filing with the AAA.
- (b) After a case is filed with the AAA, but before the arbitrator is formally appointed to the case by the AAA, a party can send a written notice to the opposing party and the AAA that it wants the case decided by a small claims court. After receiving this notice, the AAA will administratively close the case.
- (c) After the arbitrator is appointed, if a party wants to take the case to small claims court and notifies the opposing party and the AAA, it is up to the arbitrator to determine if the case should be decided in arbitration or if the arbitration case should be closed and the dispute decided in small claims court.

R-10. Administrative Conference with the AAA

At the request of any party or if the AAA should so decide, the AAA may have a telephone conference with the parties and/or their representatives. The conference may address issues such as arbitrator selection, the possibility of a mediated settlement, exchange of information before the hearing, timing of the hearing, the type of hearing that will be held, and other administrative matters.

R-11. Fixing of Locale (the city, county, state, territory and or country where the arbitration will take place)

If an in-person hearing is to be held and if the parties do not agree to the locale where the hearing is to be held, the AAA initially will determine the locale of the arbitration. If a party does not agree with the AAA's decision, that party can ask the arbitrator, once appointed, to make a final determination. The locale determination will be made after considering the positions of the parties, the circumstances of the parties and the dispute, and the *Consumer Due Process Protocol*.

R-12. Business Notification and Publicly-Accessible Consumer Clause Registry

Beginning September 1, 2014, a business that provides for or intends to provide for these Rules or another set of AAA Rules in a consumer contract (as defined in R-1) should

1. notify the AAA of the existence of such a consumer contract or of its intention to do so at least 30 days before the planned effective date of the contract.
2. provide the AAA a copy of the arbitration agreement.

Upon receiving the arbitration agreement, the AAA will review the agreement for material compliance with due process standards contained in the *Consumer Due Process Protocol* and the *Consumer Arbitration Rules* (see Rule 1(d)). There is a nonrefundable fee to conduct this initial review and maintain a publicly-available clause registry, which is detailed in the Costs of Arbitration section found at the end of these Rules. Any subsequent changes, additions, deletions, or amendments to a currently-registered arbitration agreement must be resubmitted for review and a review fee will be assessed at that time. The AAA will decline to administer consumer arbitrations arising out of that arbitration agreement where the business fails to pay the review fee.

If a business does not submit its arbitration agreement for review and a consumer arbitration then is filed with the AAA, the AAA will conduct an expedited review at that time. Along with any other filing fees that are owed for that case, the business also will be responsible for paying the nonrefundable review and Registry fee (including any fee for expedited review at the time of filing) for this initial review, which is detailed in the Costs of Arbitration section found at the end of these Rules. The AAA will decline to administer consumer arbitrations arising out of that arbitration agreement if the business declines to pay the review and Registry fee.

After the AAA reviews the submitted consumer clause, receives the annual consumer registry fee, and determines it will administer consumer-related disputes filed pursuant to the consumer clause, the business will be included on the publicly-accessible Consumer Clause Registry. This Consumer Clause Registry maintained by the AAA will contain the name of the business, the address, and the consumer arbitration clause, along with any related documents as deemed necessary by the AAA. The AAA's review of a consumer arbitration clause and determination whether or not to administer arbitrations pursuant to that clause is only an administrative determination by the AAA and cannot be

relied upon or construed as a legal opinion or advice regarding the enforceability of the arbitration clause. Consumer arbitration agreements may be registered at: www.adr.org/ClauseRegistry or via email at consumerreview@adr.org.

For more information concerning the Consumer Clause Registry, please visit the AAA's website at www.adr.org/ClauseRegistry.

The Registry fee to initially review a business's agreement and maintain the clause registry list is a yearly, non-refundable fee for the business's arbitration agreement. Any different arbitration agreements submitted by the same business or its subsidiaries must be submitted for review and are subject to the current review fee.

If the AAA declines to administer a case due to the business's non-compliance with this notification requirement, the parties may choose to submit their dispute to the appropriate court.

R-13. AAA and Delegation of Duties

When the consumer and the business agree to arbitrate under these Rules or other AAA rules, or when they provide for arbitration by the AAA and an arbitration is filed under these Rules, the parties also agree that the AAA will administer the arbitration. The AAA's administrative duties are set forth in the parties' arbitration agreement and in these Rules. The AAA will have the final decision on which office and which AAA staff members will administer the case. Arbitrations administered under these Rules shall only be administered by the AAA or by an individual or organization authorized by the AAA to do so.

R-14. Jurisdiction

- (a) The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim.
- (b) The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.
- (c) A party must object to the jurisdiction of the arbitrator or to the arbitrability of a claim or counterclaim no later than the filing of the answering statement to the claim or counterclaim that gives rise to the objection. The arbitrator may rule on such objections as a preliminary matter or as part of the final award.

Appointing the Arbitrator

R-15. National Roster of Arbitrators

The AAA maintains a National Roster of Arbitrators (“National Roster”) and shall appoint arbitrators from this National Roster to resolve the parties’ dispute(s).

R-16. Appointment from National Roster

- (a) If the parties have not appointed an arbitrator and have not agreed to a process for appointing the arbitrator, immediately after the filing of the submission agreement or the answer, or after the deadline for filing the answer, the AAA will administratively appoint an arbitrator from the National Roster.
- (b) If the parties’ arbitration agreement provides for three or more arbitrators and they have not appointed the arbitrators and have not agreed to a process for appointing the arbitrators, immediately after the filing of the submission agreement or the answer, or after the deadline for filing the answer, the AAA will administratively appoint the arbitrators from the National Roster. The AAA will appoint the chairperson.
- (c) Arbitrator(s) serving under these Rules will be neutral and must meet the standards of R-19 with respect to being impartial and independent.

R-17. Number of Arbitrators

If the arbitration agreement does not specify the number of arbitrators and the parties do not agree on the number, the dispute shall be heard and decided by one arbitrator.

R-18. Disclosure

- (a) Any person appointed or to be appointed as an arbitrator, as well as the parties and their representatives, must provide information to the AAA of any circumstances likely to raise justifiable doubt as to whether the arbitrator can remain impartial or independent. This disclosure of information would include
 - (1) any bias;
 - (2) any financial interest in the result of the arbitration;
 - (3) any personal interest in the result of the arbitration; or
 - (4) any past or present relationship with the parties or their representatives.

Such obligation to provide disclosure information remains in effect throughout the arbitration. A failure on the part of a party or a representative to comply with the requirements of this rule may result in the waiver of the right to object to an arbitrator in accordance with Rule R-50.

- (b) If the AAA receives such information from the arbitrator or another source, the AAA will communicate the information to the parties. If the AAA decides it is appropriate, it will also communicate the information to the arbitrator and others.
- (c) In order to encourage disclosure by arbitrators, disclosing such information does not mean that the arbitrator considers the disclosed information will likely affect his or her ability to be impartial or independent.

R-19. Disqualification of Arbitrator

- (a) Any arbitrator shall be impartial and independent and shall perform his or her duties carefully and in good faith. The AAA may disqualify an arbitrator who shows
 - (1) partiality or lack of independence;
 - (2) inability or refusal to perform his or her duties with diligence and in good faith; or
 - (3) any grounds for disqualification provided by applicable law.
- (b) If a party objects to the continued service of an arbitrator, or if the AAA should so decide to raise the issue of whether the arbitrator should continue on the case, the AAA will decide if the arbitrator should be disqualified. After gathering the opinions of the parties, the AAA will decide and that decision shall be final and conclusive.

R-20. Vacancies

If for any reason an arbitrator cannot or is unwilling to perform the duties of the office, the AAA may declare the office vacant. Any vacancies shall be filled based on the original procedures used to appoint the arbitrator. If a substitute arbitrator is appointed, the substitute arbitrator will decide if it is necessary to repeat all or part of any prior ruling or hearing.

Pre-Hearing Preparation

R-21. Preliminary Management Hearing with the Arbitrator

- (a) If any party asks for, or if the AAA or the arbitrator decides to hold one, the arbitrator will schedule a preliminary management hearing with the parties and/or their representatives as soon as possible. The preliminary management hearing will be conducted by telephone unless the arbitrator decides an in-person preliminary management hearing is necessary.
- (b) During the preliminary management hearing, the parties and the arbitrator should discuss the future conduct of the case, including clarification of issues and claims, scheduling of the hearings, and any other preliminary matters.
- (c) The arbitrator shall promptly issue written orders that state the arbitrator's decisions made during or as a result of the preliminary management hearing. The arbitrator may also conduct additional preliminary management hearings if the need arises.

R-22. Exchange of Information between the Parties

- (a) If any party asks or if the arbitrator decides on his or her own, keeping in mind that arbitration must remain a fast and economical process, the arbitrator may direct
 - 1) specific documents and other information to be shared between the consumer and business, and
 - 2) that the consumer and business identify the witnesses, if any, they plan to have testify at the hearing.
- (b) Any exhibits the parties plan to submit at the hearing need to be shared between the parties at least five business days before the hearing, unless the arbitrator sets a different exchange date.
- (c) No other exchange of information beyond what is provided for in section (a) above is contemplated under these Rules, unless an arbitrator determines further information exchange is needed to provide for a fundamentally fair process.
- (d) The arbitrator has authority to resolve any disputes between the parties about exchanging information.

R-23. Enforcement Powers of the Arbitrator

The arbitrator may issue any orders necessary to enforce the provisions of rules R-21 and R-22 and to otherwise achieve a fair, efficient, and economical resolution of the case, including, but not limited to:

- (a) an order setting the conditions for any exchange or production of confidential documents and information, and the admission of confidential evidence at the hearing in order to preserve such confidentiality;

- (b) to the extent the exchange of information takes place pursuant to R-22, imposing reasonable search limitations for electronic and other documents if the parties are unable to agree;
- (c) allocating costs of producing documentation, including electronically-stored documentation;
- (d) in the case of willful non-compliance with any order issued by the arbitrator, drawing adverse inferences, excluding evidence and other submissions, and/or making special allocations of costs or an interim award of costs arising from such non-compliance; and
- (e) issuing any other enforcement orders that the arbitrator is empowered to issue under applicable law.

R-24. Written Motions (except for Dispositive Motions—see R-33)

The arbitrator may consider a party's request to file a written motion (except for Dispositive Motions— see R-33) only after the parties and the arbitrator conduct a conference call to attempt to resolve the issue that gives rise to the proposed motion. Only after the parties and the arbitrator hold the call may the arbitrator consider a party's request to file a written motion. The arbitrator has the sole discretion to allow or deny the filing of a written motion and his or her decision is final.

R-25. Representation of a Party

Any party may participate in the arbitration without representation, or may be represented by counsel or other authorized representative, unless such choice is prohibited by applicable law. A party intending to be represented shall give the opposing party and the AAA the name, address, and contact information of the representative at least three business days before the hearing where that representative will first appear in the case. It will be considered proper notice if a representative files the arbitration demand or answer or responds for a party during the course of the arbitration.

While parties do not need an attorney to participate in arbitration, arbitration is a final, legally-binding process that may impact a party's rights. As such, parties may want to consider consulting an attorney.

R-26. Setting the Date, Time, and Place (the physical site of the hearing within the designated locale) of Hearing

The arbitrator will set the date, time, and place for each hearing within the locale as determined in R-11. A hearing may be by telephone or in person. For their part, the parties commit to

- (1) respond promptly to the arbitrator when he or she asks what dates the parties are available to have the hearings;
- (2) cooperate in the scheduling of the hearing on the earliest possible date; and
- (3) follow the hearing schedule set up by the arbitrator.

The AAA will send a notice of the hearing to the parties at least 10 days before the hearing date, unless the parties agree to a different time frame.

R-27. Written Record of Hearing

- (a) If a party wants a written record of the hearing, that party must make such arrangement directly with a stenographer (court reporter) and notify the opposing parties, the AAA, and the arbitrator of these arrangements at least three business days before the hearing. The party or parties who request the written record shall pay the cost of the service.
- (b) No other type of recording will be allowed unless the parties agree or the arbitrator directs a different form of recording.
- (c) The arbitrator may resolve disputes between the parties over who will pay the costs of the written record or other type of recording.
- (d) The parties can agree or the arbitrator may decide that the transcript (written record) is the official record of the hearing. If it is the official record of the hearing, the transcript must be given to the arbitrator and made available to all the parties so that it can be reviewed. The date, time, and place of the inspection will be decided by the arbitrator.

R-28. Interpreters

If a party wants an interpreter present for any part of the process, that party must make arrangements directly with the interpreter and shall pay for the costs of the service.

R-29. Documents-Only Procedure

Disputes may be resolved by submission of documents and without in-person or telephonic hearings. For cases being decided by the submission of documents only, the *Procedures for the Resolution of Disputes through Document Submission* (found at the end of these Rules) shall supplement these Rules. These Procedures will apply where no disclosed claims or counterclaims exceed \$25,000 (see R-1(g)), unless any party requests an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary.

Hearing Procedures

R-30. Attendance at Hearings

The arbitrator and the AAA will keep information about the arbitration private except to the extent that a law provides that such information shall be shared or made public. The parties and their representatives in the arbitration are entitled to attend the hearings. The arbitrator will determine any disputes over whether a non-party may attend the hearing.

R-31. Oaths

Before starting the hearing, each arbitrator may take an oath of office and, if required by law, shall do so. If the arbitrator determines that witnesses shall testify under oath, then the arbitrator will direct the oath be given by a duly-qualified person.

R-32. Conduct of Proceedings

- (a) The claimant must present evidence to support its claim. The respondent must then present evidence to support its defense. Witnesses for each party also must answer questions from the arbitrator and the opposing party. The arbitrator may change this procedure, as long as each party has the right to be heard and is given a fair opportunity to present its case.
- (b) When the arbitrator decides it is appropriate, the arbitrator may also allow the parties to present evidence in alternative ways, including web conferencing, Internet communication, and telephonic conferences. All procedures must provide the parties with a full and equal opportunity to present any evidence that the arbitrator decides is material and relevant to deciding the dispute. If the alternative ways to present evidence involve witnesses, those ways may include that the witness submit to direct and cross-examination questioning.
- (c) The arbitrator will use his or her discretion to resolve the dispute as quickly as possible and may direct the parties to present the evidence in a certain order, or may split the proceedings into multiple parts and direct the parties in the presentation of evidence.
- (d) The hearing generally will not exceed one day. However, if a party shows good cause, the arbitrator may schedule additional hearings within seven calendar days after the initial day of hearing.
- (e) The parties may agree in writing to waive oral hearings.

R-33. Dispositive Motions

The arbitrator may allow the filing of a dispositive motion if the arbitrator determines that the moving party has shown substantial cause that the motion is likely to succeed and dispose of or narrow the issues in the case.

R-34. Evidence

- (a) The parties may offer relevant and material evidence and must produce any evidence the arbitrator decides is necessary to understand and decide the dispute. Following the legal rules of evidence shall not be necessary. All evidence should be taken in the presence of the arbitrator and all of the parties, unless any of the parties is absent, in default, or has waived the right to be present.
- (b) The arbitrator shall determine what evidence will be admitted, what evidence is relevant, and what evidence is material to the case. The arbitrator may also exclude evidence that the arbitrator decides is cumulative or not relevant.
- (c) The arbitrator shall consider applicable principles of legal privilege, such as those that involve the confidentiality of communications between a lawyer and a client.
- (d) An arbitrator or other person authorized by law to subpoena witnesses or documents may do so on the request of any party or on the arbitrator's own determination. If a party requests the arbitrator sign a subpoena, that party shall copy the request to the other parties in the arbitration at the same time it is provided to the arbitrator.

R-35. Evidence by Affidavit and Post-Hearing Filing of Documents or Other Evidence

- (a) The arbitrator may receive and consider the evidence of witnesses by declaration or affidavit rather than in-person testimony but will give this evidence only such credence as the arbitrator decides is appropriate. The arbitrator will consider any objection to such evidence made by the opposing party.
- (b) If the parties agree or the arbitrator decides that documents or other evidence need to be submitted to the arbitrator after the hearing, those documents or other evidence will be filed with the AAA so that they can be sent to the arbitrator. All parties will be given the opportunity to review and respond to these documents or other evidence.

R-36. Inspection or Investigation

An arbitrator finding it necessary to inspect property or conduct an investigation in connection with the arbitration will request that the AAA inform the parties. The arbitrator will set the date and time of the inspection and investigation, and the AAA will notify the parties. Any party who would like to be present at the

inspection or investigation may attend. If one or all parties are not present at the inspection or investigation, the arbitrator will make an oral or written report to the parties and allow them an opportunity to comment.

R-37. Interim Measures (a preliminary decision made by the arbitrator involving part or all of the issue(s) in dispute in the arbitration)

- (a) The arbitrator may grant whatever interim measures he or she decides are necessary, including granting an injunction and ordering that property be protected.
- (b) Such interim measures may take the form of an interim award, and the arbitrator may require a security payment for the costs of such measures.
- (c) When making a decision on an interim measure, the arbitrator may grant any remedy, relief, or outcome that the parties could have received in court.
- (d) A party to an arbitration agreement under these Rules may instead file in state or federal court for interim relief. Applying to the court for this type of relief, including temporary restraining orders, is consistent with the agreement to arbitrate and will not be considered a waiver of the right to arbitrate.

R-38. Postponements

The arbitrator may postpone any hearing

- (a) if requested by a party, and the party shows good cause for the postponement;
- (b) if all parties agree to a postponement;
- (c) on his or her own decision.

R-39. Arbitration in the Absence of a Party or Representative

The arbitration may proceed even if any party or representative is absent, so long as proper notice was given and that party or representative fails to appear or obtain a postponement from the arbitrator. An award cannot be made only because of the default of a party. The arbitrator shall require the party who participates in the hearing to submit the evidence needed by the arbitrator to make an award.

Conclusion of the Hearing

R-40. Closing of Hearing

The arbitrator must specifically ask all parties whether they have any further proofs to offer or witnesses to be heard. When the arbitrator receives negative replies or he or she is satisfied that the record is complete, the arbitrator will declare the hearing closed.

If briefs or other written documentation are to be filed by the parties, the hearing shall be declared closed as of the final date set by the arbitrator. Absent agreement of the parties, the time that the arbitrator has to make the award begins upon the closing of the hearing. The AAA may extend the time limit for the rendering of the award only in unusual and extreme circumstances.

R-41. Reopening of Hearing

If a party requests, or if the arbitrator decides to do so, the hearing may be reopened at any time before the award is made. If reopening the hearing would prevent the making of the award within the specific time agreed on by the parties in the contract(s) out of which the controversy has arisen, the matter may not be reopened unless the parties agree on an extension of time. If the arbitrator reopens the hearing, he or she shall have 30 days from the closing of the reopened hearing within which to make an award.

R-42. Time of Award

The award shall be issued promptly by the arbitrator and, unless the parties agree differently or the law indicates a different time frame, no later than 30 calendar days from the date the hearing is closed, or, if the case is a documents-only procedure, 14 calendar days from the date the arbitrator set for his or her receipt of the final statements and proofs. The AAA may extend the time limit for the rendering of the award only in unusual and extreme circumstances.

R-43. Form of Award

- (a)** Any award shall be in writing and executed in the form and manner required by law.
- (b)** The award shall provide the concise written reasons for the decision unless the parties all agree otherwise. Any disagreements over the form of the award shall be decided by the arbitrator.

- (c) The AAA may choose to publish an award rendered under these Rules; however, the names of the parties and witnesses will be removed from awards that are published, unless a party agrees in writing to have its name included in the award.

R-44. Scope of Award

- (a) The arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorney's fees and costs, in accordance with the law(s) that applies to the case.
- (b) In addition to a final award, the arbitrator may make other decisions, including interim, interlocutory, or partial rulings, orders, and awards. In any interim, interlocutory, or partial award, the arbitrator may assess and divide up the fees, expenses, and compensation related to such award as the arbitrator decides is appropriate, subject to the provisions and limitations contained in the Costs of Arbitration section.
- (c) The arbitrator may also allocate compensation, expenses as defined in sections (v) and (vii) of the Costs of Arbitration section, and administrative fees (which include Filing and Hearing Fees) to any party upon the arbitrator's determination that the party's claim or counterclaim was filed for purposes of harassment or is patently frivolous.
- (d) In the final award, the arbitrator shall assess the fees, expenses, and compensation provided in Sections R-4, R-5, and R-7 in favor of any party, subject to the provisions and limitations contained in the Costs of Arbitration section.

R-45. Award upon Settlement

If the parties settle their dispute at any point during the arbitration and at the parties' request, the arbitrator may lay out the terms of the settlement in a "consent award" (an award drafted and signed by the arbitrator that reflects the settlement terms of the parties). A consent award must include a division of the arbitration costs, including administrative fees and expenses as well as arbitrator fees and expenses. Consent awards will not be made available to the public per Rule 43(c) unless the parties agree otherwise.

R-46. Delivery of Award to Parties

Parties shall accept as notice and delivery of the award the placing of the award or a true copy thereof in the mail addressed to the parties or their representatives at the last known addresses, personal or electronic service of the award, or the filing of the award in any other manner that is permitted by law.

R-47. Modification of Award for Clerical, Typographical, or Mathematical Errors

- (a)** Within 20 days after the award is transmitted, any party, upon notice to the opposing parties, may contact the AAA and request that the arbitrator correct any clerical, typographical, or mathematical errors in the award. The arbitrator has no power to re-determine the merits of any claim already decided.
- (b)** The opposing parties shall be given 10 days to respond to the request. The arbitrator shall make a decision on the request within 20 days after the AAA transmits the request and any responses to the arbitrator.
- (c)** If applicable law provides a different procedural time frame, that procedure shall be followed.

Post Hearing

R-48. Release of Documents for Judicial Proceedings

The AAA shall give a party certified copies of any records in the AAA's possession that may be required in judicial proceedings relating to the arbitration, except for records determined by the AAA to be privileged or confidential. The party will have to pay a fee for this service.

R-49. Applications to Court and Exclusion of Liability

- (a) No court or judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.
- (b) Neither the AAA nor any arbitrator in a proceeding under these Rules is a necessary or proper party in judicial proceedings relating to the arbitration.
- (c) Parties to an arbitration under these Rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.
- (d) Parties to an arbitration under these Rules shall be deemed to have consented that neither the AAA, AAA employees, nor any arbitrator shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with any arbitration under these rules.
- (e) Parties to an arbitration under these Rules may not call the arbitrator, the AAA, or any AAA employee as a witness in litigation or any other proceeding relating to the arbitration. The arbitrator, the AAA, and AAA employees are not competent to and may not testify as witnesses in any such proceeding.

General Procedural Rules

R-50. Waiver of Rules

If a party knows that any of these Rules have not been followed, it must object in writing before proceeding with arbitration or it will lose its right to object that the rule has not been followed.

R-51. Extensions of Time

The parties may agree to change any period of time provided for in the Rules, except that any such modification that negatively affects the efficient resolution of the dispute is subject to review and approval by the arbitrator. The AAA or the arbitrator may for good cause extend any period of time in these Rules, except as set forth in R-42. The AAA will notify the parties of any extension.

R-52. Serving of Notice and AAA and Arbitrator Communications

- (a) Any papers or notices necessary for the initiation or continuation of an arbitration under these Rules, or for the entry of judgment on any award made under these Rules, may be served on a party by mail or email addressed to the party or its representative at the last-known address or by personal service, in or outside the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard to the dispute is or has been granted to the party.
- (b) The AAA, the arbitrator, and the parties also may use overnight delivery, electronic facsimile transmission (fax), or electronic mail (email) to give the notices required by these rules. Where all parties and the arbitrator agree, notices may be sent by other methods of communication.
- (c) Unless directed differently by the AAA or by the arbitrator, any documents and all written communications submitted by any party to the AAA or to the arbitrator also shall be sent at the same time to all parties to the arbitration.
- (d) A failure to provide the other parties with copies of communications made to the AAA or to the arbitrator may prevent the AAA or the arbitrator from acting on any requests or objections contained within those communications.
- (e) A party and/or someone acting on behalf of a party cannot have any communications with an arbitrator or a potential arbitrator about the arbitration outside of the presence of the opposing party. All such communications shall be conducted through the AAA.
- (f) The AAA may direct that any oral or written communications that are sent by a party or their representative shall be sent in a particular manner. The failure of a party or its representative to do so may result in the AAA's refusal to consider the issue raised in the communication.

R-53. Interpretation and Application of Rules

The arbitrator shall interpret and apply these Rules as they relate to the arbitrator's powers and duties. When there is more than one arbitrator and a difference arises among them concerning the meaning or application of these Rules, it shall be decided by a majority vote. If that is not possible, either an arbitrator or a party may refer the question to the AAA for final decision. All other Rules shall be interpreted and applied by the AAA.

R-54. Remedies for Nonpayment

- (a) If arbitrator compensation or administrative charges have not been paid in full, the AAA may inform the parties so that one of them may forward the required payment.
- (b) Once the AAA informs the parties that payments have not been received, a party may request an order from the arbitrator directing what measures might be taken in light of a party's nonpayment.

Such measures may include limiting a party's ability to assert or pursue its claim. However, a party shall never be precluded from defending a claim or counterclaim. The arbitrator must provide the party opposing a request for relief with the opportunity to respond prior to making any determination. In the event that the arbitrator grants any request for relief that limits any party's participation in the arbitration, the arbitrator will require the party who is making a claim and who has made appropriate payments to submit the evidence required to make an award.

- (c) Upon receipt of information from the AAA that full payments have not been received, the arbitrator, on the arbitrator's own initiative, may order the suspension of the arbitration. If no arbitrator has yet been appointed, the AAA may suspend the proceedings.
- (d) If arbitrator compensation or AAA administrative fees remain unpaid after a determination to suspend an arbitration due to nonpayment, the arbitrator has the authority to terminate the proceedings. Such an order shall be in writing and signed by the arbitrator. The impact of the termination for nonpayment of the Consumer Clause Registry fee is the removal from the "Registered" section of the Registry.

R-55. Declining or Ceasing Arbitration

The AAA in its sole discretion may decline to accept a Demand for Arbitration or stop the administration of an ongoing arbitration due to a party's improper conduct, including threatening or harassing behavior towards any AAA staff, an arbitrator, or a party or party's representative.

Costs of Arbitration

FOR THE CURRENT ADMINISTRATIVE FEE SCHEDULE, PLEASE VISIT www.adr.org/consumerfeeschedule.

Procedures for the Resolution of Disputes through Document Submission

D-1. Applicability

- (a) In any case, regardless of claim size, the parties may agree to waive in-person/ telephonic hearings and resolve the dispute through submission of documents to one arbitrator. Such agreement should be confirmed in writing no later than the deadline for the filing of an answer.
- (b) Where no disclosed claims or counterclaims exceed \$25,000, the dispute shall be resolved by these Procedures, unless a party asks for a hearing or the arbitrator decides that a hearing is necessary.
- (c) If one party makes a request to use the Procedures for the Resolution of Disputes through Document Submission (Procedures) and the opposing party is unresponsive, the arbitrator shall have the power to determine whether to proceed under the Procedures. If both parties seek to use the Procedures after the appointment of an arbitrator, the arbitrator must also consent to the process.
- (d) When parties agree to these Procedures, the procedures in Sections D-1 through D-4 of these Rules shall supplement other portions of these rules which are not in conflict with the Procedures.

D-2. Preliminary Management Hearing

Within 14 calendar days of confirmation of the arbitrator's appointment, the arbitrator shall convene a preliminary management hearing, via conference call, video conference, or internet, to establish a fair and equitable procedure for the submission of documents, and, if the arbitrator deems appropriate, a schedule for one or more telephonic or electronic conferences.

D-3. Removal from the Procedures

- (a) The arbitrator has the discretion to remove the case from the Procedures if the arbitrator determines that an in-person or telephonic hearing is necessary.
- (b) If the parties agree to in-person or telephonic hearings after a previous agreement to proceed under the Procedures, the arbitrator shall conduct such hearings. If a party seeks to have in-person or telephonic hearings after agreeing to the

Procedures, but there is not agreement among the parties to proceed with in-person or telephonic hearings, the arbitrator shall resolve the issue after the parties have been given the opportunity to provide their respective positions on the issue.

D-4. Time of Award

- (a) The arbitrator shall establish the date for either final written submissions or a final telephonic or electronic conference. Such date shall operate to close the hearing, and the time for the rendering of the award shall commence on that day as well.
- (b) The arbitrator shall render the award within 14 calendar days from the date the hearing is closed.
- (c) The award is subject to all other provisions of these Rules that pertain to awards.

Glossary of Terms

Administrator

The Administrator's role is to manage the administrative aspects of the arbitration, such as the appointment of the arbitrator, to make preliminary decisions about where hearings might take place, and to handle the fees associated with the arbitration. As Administrator, however, the Administrator does not decide the merits of a case or make any rulings on issues such as what documents must be shared with each side. Because the Administrator's role is only administrative, the Administrator cannot overrule or change an arbitrator's decisions or rulings. The Administrator will comply with any court orders issued from litigation involving the parties to the dispute.

ADR Agreement

An ADR Agreement is an agreement between a business and a consumer to submit disputes to mediation, arbitration, or other ADR processes.

ADR Process

An ADR (Alternative Dispute Resolution) Process is a method of resolving a dispute other than by court litigation. Mediation and Arbitration are the most widely used ADR processes.

ADR Program

An ADR Program is any program or service set up or used by a business to resolve disputes out of court.

Arbitration

In arbitration, the parties submit disputes to an impartial person (the arbitrator) for a decision. Each party can present evidence to the arbitrator. Arbitrators do not have to follow the Rules of Evidence used in court.

Arbitrators decide cases with written decisions or "awards." An award is usually binding on the parties. A court may enforce an arbitration award and the court's review of arbitration awards is limited.

Arbitration Agreement

An arbitration agreement is a contract between parties to settle their disputes by binding arbitration. It is typically found in the parties' contract in a section entitled "Arbitration" or "Dispute Resolution." It gives the parties information about how they are choosing to settle any disputes that they might have.

Arbitrator

Arbitrators are neutral and independent decision makers who are not employees of the administrator. Except where the parties to a case reach their own settlement, the Arbitrator will make the final, binding decision on the dispute and render it in writing, called the Award. The Arbitrator makes all the procedural decisions on a case not made by the administrator or not decided jointly by the parties. The Arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorney's fees and costs, in accordance with the law(s) that applies to the case.

Once appointed to a case, an Arbitrator may not be removed by one party without the other party's consent or unless the administrator determines an Arbitrator should be removed and replaced by another Arbitrator chosen by the administrator in a manner described in these Rules.

Case Administrator

The Case Administrator is the AAA's employee assigned to handle the administrative aspects of the case. He or she does not decide the case. He or she manages the case's administrative steps, such as exchanging documents, matching schedules, and setting up hearings. The Case Administrator is the parties' contact point for almost all aspects of the case outside of any hearings.

Claimant

A Claimant is the party who files the claim or starts the arbitration. Either the consumer or the business may be the Claimant.

Demand for Arbitration (also referred to as "Demand")

The written document created by the claimant that informs the respondent that it wishes to arbitrate a dispute. This document provides basic information about

the dispute, the parties involved and what the claimant wants as a result of the arbitration.

Documents-Only Arbitration

In a Documents-Only Arbitration, the parties submit their arguments and evidence to the arbitrator in writing. The arbitrator then makes an award based only on the documents. No in-person or telephone hearing is held.

Independent ADR Institution

An Independent ADR Institution is an organization that provides independent and impartial administration of ADR programs for consumers and businesses. The American Arbitration Association is an Independent ADR Institution.

In-Person Hearing

During an In-Person Hearing, the parties and the arbitrator meet in a conference room or office and the parties present their evidence in a process that is similar to going to court. However, an In-Person Hearing is not as formal as going to court.

Mediation

In Mediation, an impartial person (the mediator) helps the parties try to settle their dispute by reaching an agreement together. A mediator's role is to help the parties come to an agreement. A mediator does not arbitrate or decide the outcome.

Neutral

A "Neutral" is a mediator, arbitrator, or other independent, impartial person selected to serve as the independent third party in an ADR process.

Party

The party is the person(s) or business that is involved in the dispute in the arbitration process. Usually, these are the people or businesses that have an arbitration agreement between them that specifies that a dispute should be resolved by arbitration.

Parties

Parties are all the separate individuals, businesses, or organizations involved in the arbitration.

Opposing Party

The opposing party is the other party that is on the opposite side of the arbitration from you. If you are the claimant, the Opposing Party is the respondent. If you are the respondent, the Opposing Party is the claimant. If you are the consumer, the Opposing Party is the business. If you are the business, the Opposing Party is the consumer.

Respondent

The respondent is the party against whom the claim is filed. If a Respondent states a claim in arbitration, it is called a counterclaim. Either the consumer or the business may be the Respondent.

Telephone Hearing

In a Telephone Hearing, the parties have the opportunity to tell the arbitrator about their case during a conference call. They also present their evidence to the arbitrator during the call. Often this is done after the parties have sent in documents for the arbitrator to review.

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Exhibit 9



Court Reservation Receipt

Reservation	
Reservation ID: 091839116039	Status: RESERVED
Reservation Type: Notice of Hearing on Petition	Number of Motions: 1
Case Number: 25STCV16692	Case Title: RUSSELL ROPE vs COINBASE, INC.
Filing Party: Coinbase, Inc. (Defendant)	Location: Stanley Mosk Courthouse - Department 28
Date/Time: November 26th 2025, 8:30AM	Confirmation Code: CR-7TQ3FBTWUOSBDCPNY

Fees			
Description	Fee	Qty	Amount
Notice of Hearing on Petition	0.00	1	0.00
TOTAL			\$0.00

Payment	
Amount: \$0.00	Type: NOFEE

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Print Page

EXHIBIT G3

Defendant's Declarations ISO PTCA
+ Exhibits; By Nacoste

Dated: August 20, 2025

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Attorneys for Defendant
COINBASE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RUSSELL ROPE, an individual,

Plaintiff,

v.

COINBASE, INC., & DOES 1 through 20,

Defendant.

Case No. 25STCV16692

**DECLARATION OF JERRY NACOSTE IN
SUPPORT OF DEFENDANT COINBASE,
INC.’S PETITION TO COMPEL
ARBITRATION AND TO STAY
PROCEEDINGS**

Date: November 26, 2025

Time: 8:30 a.m.

Dept.: 28

I, Jerry Nacoste, declare as follows:

1. I am a Complaints Lead on the User Experience team for Defendant Coinbase, Inc. (“Coinbase”). In my current position, I routinely review user records to resolve escalated disputes and investigate the issues raised in the dispute to support the litigation team. I understand that Plaintiff Russell Rope has filed a lawsuit against Coinbase in the Superior Court of California, County of Los Angeles. I submit this declaration in support of Coinbase’s Petition to Compel Arbitration and to Stay Proceedings. I have personal knowledge of the facts set forth in this declaration and, if called to testify as a witness, could and would do so competently.

2. Coinbase hosts an online platform for users to buy, sell, transfer, and store digital currencies (e.g., Bitcoin and Ethereum), among other things. Coinbase has offices in California and New York.

3. I have been employed by Coinbase since August 2021 and have been part of Coinbase’s customer support function the entire time. As part of my job duties at Coinbase, I am familiar with the process by which prospective users set up Coinbase accounts and accept the terms of the Coinbase User Agreement. I am also familiar with the way in which user account information is electronically logged and stored at Coinbase, and I understand how to retrieve and interpret those records.

4. On or about July 1, 2025, I obtained the document attached as **Exhibit 1. Exhibit 1** is a screenshot of a log of various actions taken by users in connection with their Coinbase accounts (the “User Activity Log”).¹ At all times relevant to this motion, entries in the User Activity Log were recorded automatically, via a software application known internally as “Admin”, at or near the time of the events that the entries record. I am personally familiar with Admin and these records and use them to perform my job functions at Coinbase in the regular course of business.

User Agreement and Privacy Policy Acceptance

5. Coinbase provides its online platform and services to its users exclusively under the terms of the Coinbase User Agreement. To access Coinbase’s platform and make transactions, including, but not limited to, the purchase, sale, and conversion of cryptocurrency, among other things, a

¹ The Admin system was deprecated on or about July 15, 2025. I created Exhibit 1 using the Admin system before it was deprecated. Exhibit 1 accurately reflects and captures Mr. Rope’s account activity.

prospective user must create a Coinbase account. And to create a Coinbase account, in all cases a prospective user is required to expressly accept the terms of the Coinbase User Agreement. Based on my review of user agreements dating back to 2014, my understanding is that all Coinbase User Agreements have included arbitration agreements. Coinbase periodically updates the terms of its User Agreement.

6. Whenever a prospective user creates a Coinbase account and accepts the Coinbase User Agreement, that information is recorded in the User Activity Log, which is stored and maintained in Admin. It is Coinbase's regular practice to record a user's acceptance of the Coinbase User Agreement as part of the User Activity Log.

7. I have reviewed Coinbase's user logs in Admin for event entries related to Plaintiff's account. Admin shows that Plaintiff created his Coinbase account and accepted the Coinbase User Agreement and Privacy Policy on November 26, 2023, at 3:47 PM PST using the Coinbase mobile application. A true and correct copy of a screenshot from Admin that shows Plaintiff accepted the Coinbase User Agreement on November 26, 2023 is attached as **Exhibit 1**. **Exhibit 1** evidences that Plaintiff manifested assent to the User Agreement and Privacy Policy on November 26, 2023 by performing all of the steps described below.

8. I am familiar with the account creation and user agreement acceptance flow that existed at the time Plaintiff created his Coinbase account and accepted the Coinbase User Agreement. That procedure, which is materially similar to the procedure in place today, works as follows. First, to create a Coinbase account via the mobile app, a prospective user must download the Coinbase mobile app onto their mobile device. Then, on opening the mobile app and tapping "Get started," the prospective user is presented with a screen containing fields to provide their first and last name and email address, and to create a password. Below these fields is a verification checkbox next to the text: "I certify that I am 18 years of age or older, and I agree to the User Agreement and Privacy Policy." The words "User Agreement" and "Privacy Policy" were (and still are) highlighted in blue and hyperlinked, such that a user could click on those words to be taken to the full text of the User Agreement or Privacy Policy. Below this text is a button labeled "Create account" that will only be activated if all fields have been entered and the verification box has been checked. A true and correct screenshot of this account creation

and user agreement acceptance flow is attached as **Exhibit 2**.

9. To access Coinbase’s services, including, but not limited to, the ability to buy, sell, or convert cryptocurrency, prospective users must create an account. To create an account, each prospective user must first complete each of the above referenced fields, and they must confirm (by tapping the verification box) that they agree to the User Agreement before they can select “Create account”. A user cannot tap “Create account”—and thus cannot create an account—without first checking the verification box to confirm their assent to the User Agreement and Privacy Policy. In other words, when Plaintiff created his Coinbase account, it was (and still would be) impossible for him to do so without expressly indicating that he agreed to the User Agreement.

10. I have reviewed Coinbase’s internal archive of user agreements, which Coinbase maintains in a centralized repository in the ordinary course of business. A true and correct copy of the Coinbase User Agreement in effect on November 26, 2023, when Plaintiff accepted the terms of the User Agreement, is attached hereto as **Exhibit 3**. This version of the User Agreement was published on November 8, 2023, and remained in effect, with no changes, until February 6, 2024. This agreement was located at www.coinbase.com/legal/user_agreement on November 26, 2023. A user could review this agreement at the time of account creation by clicking on the “User Agreement” hyperlink when signing up for Coinbase using the mobile app. If a user does not agree with any terms (including amended terms) in the User Agreement or arbitration clause, users’ sole and exclusive remedy is to close their accounts and discontinue using the services.

11. A true and correct copy of the Coinbase Privacy Policy in effect on November 26, 2023 is attached as **Exhibit 4**. This version of the Privacy Policy was published on May 2, 2023, and remained in effect, with no changes, until February 28, 2024. This is the agreement that was located at www.coinbase.com/legal/privacy as of November 26, 2023, and is the agreement that users were able to review at the time by clicking on the “Privacy Policy” hyperlink when signing up for Coinbase using the mobile app.

Web3 Wallet Services

12. Cryptocurrencies are managed using digital “wallets”. The Coinbase Web3 Wallet is a

self-custody (a.k.a. non-custodial) wallet that gives users control over their digital assets, including cryptocurrencies and NFTs. Coinbase's Web3 Wallet employs Multi-Party Computation (MPC), a cryptographic method that splits a private key into separate shares (one securely stored on the user's device and the other on Coinbase's servers) without ever exposing the full key. Unlike the Coinbase exchange, which is a centralized platform that holds users' funds, the Coinbase Web3 Wallet allows users to manage their private keys, which are essential for accessing and controlling their digital assets. This means that users are responsible for securing their recovery phrase (also known as a seed phrase) and private keys. Thus, no one—including Coinbase—has access to a user's portion of the private keys, but the user. To use this wallet, a user must download the Coinbase app and create a Coinbase account. Transaction authorization requires collaboration between the two key shares via MPC, ensuring that neither Coinbase nor the user can sign transactions unilaterally. Consequently, Coinbase cannot independently access or transfer a user's cryptocurrency holdings.

13. In April of 2025, Coinbase gave notice to all of its Web3 Wallet users that the service would no longer be available as of June 30, 2025. Coinbase maintains a database of customer support communications with its users in the regular course of business. I am familiar with this database as part of my job responsibilities with Coinbase. Beginning on April 20, 2025 and prior to filing his lawsuit, Plaintiff corresponded with the Coinbase Customer Support team about his complaints. I have reviewed the communications between Plaintiff and Coinbase. A true and accurate copy of certain Plaintiff's communications with Coinbase's customer support members is attached as **Exhibit 5**. In these communications, Plaintiff acknowledges that the Web3 Wallet will sunset on June 30, 2025. Coinbase had since extended the deadline to July 7, 2025. True and correct copies of certain Coinbase's notices to users are attached as **Exhibit 6**.

14. The notices Coinbase provided to its users explained that all assets would need to be transferred out of their Web3 Wallets prior to the program's sunset date. Coinbase provided comprehensive step-by-step guidance in the form of written instructions and video tutorials to assist users in transferring their assets. A true and correct copy of this guidance is attached as **Exhibit 6**.

15. If a user loses access to their account due to a forgotten password or loss of their portion

of the private key, Coinbase can help the user regain access to their account through a process called “account recovery”. The account recovery process includes identity verification, which requires the user to submit a government-issued photo ID and a current photograph or image of their face. The User Agreement and Privacy Policy in effect when Plaintiff created his Coinbase account both require that a user provide images of their face upon request. This requirement allows Coinbase to compare the user’s image with that on the user’s government identification. In an industry where all transactions are conducted online, requiring a live photograph or facial imaging is akin to a bank teller comparing a user’s identification with the user’s in-person image. Verification of the user’s identity in this manner is critical both for ensuring that only the user is accessing their Web3 Wallet. Coinbase cannot waive the requirement, once triggered, for a Web3 Wallet user to provide images of their face. The user must provide the requested image in order to continue to use and access the Web3 Wallet. A true and correct copy of guidance Coinbase provides to explain the Web3 Wallet recovery process is attached as **Exhibit 7**.

16. To date, Rope has not provided the necessary information to Coinbase to establish he is the legitimate owner of the Web3 Wallet he seeks to access.

I declare under penalty of perjury under the laws of the United States and California that the foregoing is true and correct. Executed in Gilbert, Arizona on Tuesday, August 19, 2025.

Signed by:

Jerry Nacoste

1A1EC7DA02DE432

Jerry Nacoste

Exhibit 1

User	Action	Device	Resolution	IP	Location	Source	When
Russell Rope	accepted user agreement		—	[REDACTED]		apl	2023-11-26 3:47 PM PST

country	US
version	united_states

Exhibit 2



Create an account

Required fields have an asterisk: *

First name*

Last name*

Email*

Password*

Excellent

I certify that I am 18 years of age or older, I agree to the [User Agreement](#), and I have read the [Privacy Policy](#).

Exhibit 3



Explore
Learn
Individuals
Businesses
Developers
Company



[User Agreement](#) [Privacy](#) [Prohibited Uses](#) [Cookie Policy](#) [Licenses](#) [Insurance](#) [Market Data](#) [Trading Rules](#)

Legal

Coinbase User Agreement

Last updated: November 8, 2023

Welcome to Coinbase! This is a User Agreement between you (also referred to herein as “**User**,” or “customer”) and Coinbase, Inc. (“**Coinbase**,” “we,” “us,” and “our”). This User Agreement (“**Agreement**” or “**User Agreement**”) governs your use of the services provided by Coinbase described below and such other services that may be offered by Coinbase from time to time (“**Coinbase Services**” or “**Services**”). By signing up to use a Coinbase account or service through [coinbase.com](#), Coinbase’s APIs, the Coinbase mobile application, or any other Coinbase website (collectively the “**Coinbase Site**”), or by obtaining, holding or using a wrapped token issued by Coinbase, you agree that you have read, understand, and accept all of the terms and conditions contained in this Agreement including our [Privacy Policy](#), [Cookie Policy](#), [Prohibited Use Policy](#) and E-Sign Disclosure and Consent Policy in Appendix 2. You may have to agree to additional terms and conditions to use certain Additional Services (as defined below).

Important Definitions: As used throughout this Agreement, the following terms have the following meanings. “**Digital Asset**” means any digital asset (including a virtual currency or virtual commodity) which is a digital representation of value based on (or built on top of) a cryptographic protocol of a computer network.

“**Supported Digital Asset**” means only those particular Digital Assets listed as available to trade or custody in your Digital Asset Wallet (as defined below). Services and supported assets may vary by jurisdiction.

Amendment of these Terms: We may amend or modify this Agreement at any time by posting the revised agreement on the Coinbase Site and/or providing a copy to you (a “**Revised Agreement**”). The Revised Agreement shall be effective as of the time it is posted but will not apply retroactively. Your continued use of the Services after the posting of a Revised Agreement constitutes your acceptance of such Revised Agreement. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account (as defined below).

Dispute Resolution: PLEASE BE AWARE THAT SECTION 7 (CUSTOMER FEEDBACK, QUERIES, COMPLAINTS, AND DISPUTE RESOLUTION) AND APPENDIX 5 OF THIS AGREEMENT, CONTAIN PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND COINBASE. AMONG OTHER THINGS, APPENDIX 5 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING

AND FINAL ARBITRATION. APPENDIX 5 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 7 AND APPENDIX 5 CAREFULLY.

No Investment Advice or Brokerage: For the avoidance of doubt, Coinbase does not provide investment, tax, or legal advice, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. Coinbase may provide educational information about Supported Digital Assets, as well as Digital Assets not supported by Coinbase, in order to assist users in learning more about such Digital Assets. Information may include, but is not limited to, blog posts, articles, links to third-party content, news feeds, tutorials, and videos. The information provided on the Coinbase Site or any such third-party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the website's content as such. Coinbase does not recommend that any Digital Asset should be bought, earned, sold, or held by you. Coinbase will not be held responsible for the decisions you make to buy, sell, or hold Digital Assets based on the information provided by Coinbase.

Coinbase does not broker trades on your behalf unless otherwise specified on a specific product. All Coinbase trades are executed automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures.

Acknowledgement of Risk: As with any asset, the value of Digital Assets can increase or decrease and there can be a substantial risk that you lose money buying, selling, holding, or investing in Digital Assets. You should consult your financial advisor, legal or tax professional regarding your specific situation and financial condition and **carefully consider whether trading or holding Digital Assets is suitable for you.** **Coinbase is not registered with the U.S. Securities and Exchange Commission and does not offer securities services in the United States or to U.S. persons. You acknowledge that Digital Assets are not subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.**

1. Account Setup

1.1. Eligibility. To be eligible to use the Coinbase Services, you must be at least 18 years old, and reside in the United States. There are certain features which may or may not be available to you depending on your location and other criteria.

1.2. Registration of Coinbase Account. You must register for a Coinbase account to use the Coinbase Services (a "**Coinbase Account**" or "**your account**"). You will need to complete certain verification procedures before you are permitted to use the Coinbase Services. By registering or using a Coinbase Account you agree and represent that you have created your Coinbase Account and you will use your Coinbase Account only for yourself, and not on behalf of any third party, unless you have obtained prior written approval from Coinbase. Each customer may register only one Coinbase account. You are fully responsible for all activity that occurs under your Coinbase Account. We may, in our sole discretion, refuse to open a Coinbase Account, suspend or terminate any Coinbase Account, suspend or terminate the sending of Digital Assets from your account, or suspend or terminate the trading of Digital Assets in your account. Please see Section 6 below for more information.

1.3. Consent to Access, Processing and Storage of Your Personal Data & Identity Verification. During registration for your Coinbase Account, or at any other time deemed necessary by Coinbase, you agree to provide us with the information we request for the purposes of identity verification, providing Coinbase Services to you, and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit us to keep a record of such information. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) and in some cases (where permitted by law), special categories of personal data, such as your biometric information. You consent to us accessing, processing and retaining any personal information you provide to us for the purpose of us providing Coinbase Services to you. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws and regulations. You can withdraw your consent at any time by closing your account with us. However, we may retain and continue to process your personal information if we reasonably believe it is necessary in order to comply with laws or regulations. In providing us with this or any

other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. **You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.** We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. Further, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Coinbase or its service provider for as long as you have a Coinbase Account, solely to help them identify you or your wireless device and to prevent fraud. See our [Privacy Policy](#) and [Cookie Policy](#) for more information on how we process your personal data and the rights you have in respect of this.

1.4. Access. The Coinbase Services can be accessed directly using the Coinbase Site. Access to Coinbase Services may become degraded or unavailable during times of significant volatility or volume. This could result in significant support response time delays. Although we strive to provide you with excellent service, we do not represent that the Coinbase Site or other Coinbase Services will be available without interruption and we do not guarantee that any order will be executed, accepted, recorded, or remain open. Coinbase shall not be liable for any losses resulting from or arising out of delays in processing transactions, inability to execute transactions, or lack of timely response from Coinbase customer support. For example, if you are locked out of your Coinbase Account, it is possible that the value or price of the Digital Assets in your account might go down before your access is restored. Coinbase shall not be liable for any alleged losses that you suffer from a drop in Digital Asset values or prices.

2. Hosted Wallet and Custodial Services

2.1. Hosted Wallet Services. As part of your Coinbase Account, Coinbase will provide qualifying users: (i) hosted Digital Asset wallet(s), each of which is an account for holding Supported Digital Assets ("**Digital Asset Wallet**"), and (ii) a hosted US Dollars ("**USD**") wallet, which is an account for holding USD (a "**USD Wallet**"). You may also elect to use other products and services, such as the Coinbase vault ("**Coinbase Vault**"), or Coinbase Wallet (an unhosted wallet service); additional rules associated with such product(s) and services(s) may apply. Unless otherwise noted, all references to Digital Asset Wallet include Coinbase Vault.

2.2. Hosted Digital Asset Wallet. Your Digital Asset Wallet allows you to store, track, transfer, and manage your balances of Supported Digital Assets. We securely store Digital Asset private keys, which are used to process transactions, in a combination of online and offline storage. As a result of our security protocols, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate Digital Asset Transfers (as defined below) in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such Digital Asset Transfers.

2.3. Supported Digital Assets. Your Digital Asset Wallet is intended solely for proper use of Supported Digital Assets as designated on the Coinbase Site. ***Under no circumstances should you attempt to use your Digital Asset Wallet to store, send, request, or receive any assets other than Supported Digital Assets. Coinbase assumes no responsibility in connection with any attempt to use your Digital Asset Wallet with Digital Assets that we do not support. You acknowledge and agree that Coinbase is not liable for any unsupported Digital Asset that is sent to a wallet associated with your Coinbase Account. Coinbase may in its sole discretion terminate support for any particular Digital Asset. If you do not sell or send such Digital Asset off platform before Coinbase terminates its support for such Digital Asset, then Coinbase may, in its discretion, remove such Digital Asset from your Digital Asset Wallet and credit your Digital Asset Wallet or USD Wallet the equivalent market value of a Supported Digital Asset or fiat currency minus transaction costs. If you have any questions about our current list of Supported Digital Assets, please visit <https://help.coinbase.com>.***

2.4. Supplemental Protocols Excluded. Unless otherwise specifically announced on the Coinbase Site or as set forth in this Agreement, Supported Digital Assets excludes all other protocols and/or functionality which supplement or interact with the Supported Digital Asset. This exclusion includes but is not limited to: metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins or other

functionality, such as staking, protocol governance, and/or any smart contract functionality, which may supplement or interact with a Supported Digital Asset. Do not use your Coinbase Account to attempt to receive, request, send, store, or engage in any other type of transaction or functionality involving any such protocol as the Coinbase Site is not configured to detect, secure, or process these transactions and functionality. Any attempted transactions in such items will result in loss of the item. ***You acknowledge and agree that other than as set forth in this Agreement supplemental protocols are excluded from Supported Digital Assets and that Coinbase has no liability for any losses related to supplemental protocols.***

2.5. Fungibility of Certain Digital Assets. You acknowledge and agree that Coinbase may hold Supported Digital Assets in your Digital Asset Wallets in a variety of different ways, including across multiple blockchain protocols, such as layer two networks, alternative layer one networks, or side chains. In connection with its holding of Supported Digital Assets in your Digital Asset Wallets, Coinbase may transfer such Digital Assets off of the primary blockchain protocol and hold such Digital Assets on shared blockchain addresses, controlled by Coinbase, on alternative blockchain protocols in forms compatible with such protocols. You agree that all forms of the same Digital Asset that are held and made available across multiple blockchain protocols may be treated as fungible and the equivalent of each other, without regard to (a) whether any form of such Digital Asset is wrapped or (b) the blockchain protocol on which any form of such Digital Asset is stored.

2.6. Operation of Digital Asset Protocols. Coinbase does not own or control the underlying software protocols which govern the operation of Digital Assets. Generally, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols and do not guarantee the functionality or security of network operations. In particular, the underlying protocols may be subject to sudden changes in operating rules (including “forks”). Any such operating changes may materially affect the availability, value, functionality, and/or the name of the Digital Assets in your Digital Asset Wallet or other wallet. Coinbase does not control the timing and features of these operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by Coinbase in determining whether to continue to use a Coinbase Account for the affected Digital Asset. In the event of any such operational change, Coinbase reserves the right to take such steps as may be necessary to protect the security and safety of assets held on the Coinbase Site, including without limitation, temporarily suspending operations for the involved Digital Asset(s); Coinbase will endeavor to provide you notice of its response to any material operating change; however, such changes are outside of Coinbase’s control and may occur without notice to Coinbase. Coinbase’s response to any operating change is subject to its sole discretion and may include deciding not to support any new Digital Asset, fork, or other actions. ***You acknowledge and accept the risks of operating changes to Digital Asset protocols and agree that Coinbase is not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules. You acknowledge and accept that Coinbase has sole discretion to determine its response to any operating change and that we have no responsibility to assist you with unsupported currencies or protocols. You further acknowledge and accept that Coinbase has no responsibility to support new Digital Asset forks or operating changes for Digital Assets.***

2.7. Digital Asset Custody and Title. All Supported Digital Assets held in your Digital Asset Wallet are custodial assets held by Coinbase for your benefit, as described in further detail below.

2.7.1. Ownership. Title to Supported Digital Assets shall at all times remain with you and shall not transfer to Coinbase. All interests in Digital Assets we hold for Digital Asset Wallets are held for customers, are not property of Coinbase, and are not subject to claims of Coinbase’s creditors. As owner of the Supported Digital Assets in your Digital Asset Wallet, you shall bear all risk of loss of such Supported Digital Assets. Coinbase shall have no liability for Supported Digital Asset fluctuations or loss. None of the Supported Digital Assets in your Digital Asset Wallet are the property of, or shall or may be loaned to, Coinbase; Coinbase does not represent or treat assets in User’s Digital Assets as belonging to Coinbase. Coinbase may not grant a security interest in the Supported Digital Assets held in your Digital Asset Wallet. Except as required by law, or except as provided herein, Coinbase will not sell, transfer, loan, hypothecate, or otherwise alienate Supported Digital Assets in your Digital Asset Wallet unless instructed by you.

2.7.2 Application of the Uniform Commercial Code. All Supported Digital Assets credited to the Digital Asset Wallet will be treated as “financial assets” under Division 8 of the California Uniform Commercial Code (“**Division 8**”). Coinbase is a “securities intermediary” as used in Division 8 with respect to Supported Digital Assets, and your Digital Asset Wallet is a “securities account” as used in Division 8. As stated in Division 8, “the characterization of a

person, business, or transaction for purposes of this division does not determine the characterization of the person, business, or transaction for purposes of any other law, regulation, or rule," including the United States Commodity Exchange Act and any federal, state, or foreign securities law or regulation. Coinbase will comply with your instructions with respect to your Supported Digital Assets, subject to the terms of this User Agreement.

2.7.3. Control and Customer Instructions. You control the Digital Assets held in your Digital Asset Wallet. At any time, subject to outages, downtime, protocol requirements, time to conduct blockchain operations to fulfill your request, and other applicable policies, you may withdraw your Supported Digital Assets by instructing Coinbase to debit the applicable Supported Digital Asset from your Digital Asset Wallet and transfer the Digital Assets to a different blockchain address. As long as you continue to hold Supported Digital Assets with Coinbase, Coinbase shall retain control over electronic private keys associated with blockchain addresses operated by Coinbase, including the blockchain addresses used to hold the Supported Digital Assets credited to your Digital Asset Wallet.

2.7.4. Omnibus Accounts. In order to more securely and effectively custody assets, Coinbase may use shared blockchain addresses, controlled by Coinbase, to hold Supported Digital Assets for Digital Asset Wallets on behalf of customers and/or held on behalf of Coinbase. Although we maintain separate ledgers for users' Coinbase Accounts and Coinbase accounts held by Coinbase for its own benefit, Coinbase shall have no obligation to create a segregated blockchain address for your Supported Digital Assets.

2.7.5. Governance and Voting. For certain Digital Assets, the underlying protocols offer stakers the ability to vote on matters related to the governance of protocol-level issues. Coinbase may or may not support voting for such assets, and may cease supporting voting at any time in its discretion. Coinbase will comply with your instruction to vote your Supported Digital Assets to the extent Coinbase or its affiliate supports voting for such Supported Digital Assets. In certain cases, Coinbase may vote on your behalf where Coinbase or the applicable protocol does not support delegated voting; in those instances, Coinbase will vote with the protocol's recommendation.

2.8. USD Wallet. Your USD Wallet allows you to hold and transfer USD with your Coinbase Account as described in Section 3 below. To the extent your USD is held as cash, the balance of your USD Wallet is maintained in pooled custodial accounts at one or more banks insured by the FDIC. Our custodial accounts have been established in a manner to make available pass-through FDIC insurance available up to the per-depositor coverage limit then in place (currently \$250,000 per individual). Availability of pass-through FDIC insurance is contingent upon Coinbase having correct information about you as a customer, maintaining accurate records, and on determination by the FDIC as receiver, at the time of a receivership of a bank holding a custodial account. The current list of the insured depository institutions at which Coinbase may deposit customer funds is located [here](#). Coinbase is not an FDIC-insured bank. Coinbase may also invest funds in liquid investments, which may include but are not limited to U.S. treasuries, in accordance with state money transmitter laws. Coinbase owns the interest or other earnings on these investments. Coinbase will not use customer funds for its operating expenses or any other corporate purposes.

2.9. Coinbase Vault. You may elect to hold Supported Digital Assets in Coinbase Vault. Coinbase Vault allows you to create conditions around transfer of your Supported Digital Assets, which may include adding third-parties to approve withdrawals ("**Approvers**"). For the avoidance of doubt, title to Supported Digital Assets in the Coinbase Vault shall at all times remain with you, and Approvers shall have no ownership interest in such Supported Digital Assets.

2.10. USDC Wallets. You may elect to buy USD Coin ("**USDC**") from Coinbase, a Digital Asset issued by Circle Internet Financial ("**Circle**") and supported by Coinbase. You are the owner of the balance of your USDC Wallet. Coinbase is not the issuer of USDC, does not hold reserves for USDC, and has no obligation to repurchase your USDC for USD. You can redeem your USDC with Circle, and Coinbase may also elect to repurchase your USDC in exchange for USD. You agree to be bound by the terms of the Circle USDC User Agreement (located at <https://support.usdc.circle.com/hc/en-us/articles/360001233386-Circle-USDC-User-Agreement>), which provides additional obligations, undertakings, and limitations with respect to USDC.

3. Payment Services, Purchase & Sale Transactions, and Credit Transactions

3.1. USD Funds. You can load funds into your USD Wallet from a valid bank account via ACH transfer or wire transfer. Your USD balance is in a pending state and will not be credited to your USD Wallet until after the bank transfer has cleared, usually within five (5) business days. We may debit your linked bank account as soon as you initiate payment. The name on your linked bank account and your wire transfer must match the name verified on

your Coinbase Account.

3.2. Transactions on the Coinbase Site. When you buy or sell Supported Digital Assets on the Coinbase Site (which, for clarity, does not include transactions with Third Party Services (as defined below)), you are not buying Supported Digital Assets from Coinbase or selling Supported Digital Assets to Coinbase. Coinbase acts as the agent, transacting on your behalf, to facilitate that purchase or sale between you and other Coinbase customers. You can purchase Supported Digital Assets on the Coinbase Site using: (i) funds in your USD Wallet; (ii) Supported Digital Assets held in certain Digital Asset Wallets, as permitted by Coinbase; (iii) a valid bank account in the name that matches the name on your Coinbase Account; (iv) a debit or credit card that matches the name on your Coinbase Account; (v) Google Pay; (vi) Apple Pay; (vii) PayPal; or (viii) a Coinbase gift card (each a "**Valid Payment Method**"). Your purchase must follow the relevant instructions on the Coinbase Site. Coinbase reserves the right to cancel any transaction not confirmed by you within five (5) seconds after Coinbase quotes a transaction price. A purchase of Supported Digital Assets using a Valid Payment Method generally will initiate on the business day we receive your instructions. Purchased Supported Digital Assets will usually be deposited in your Digital Asset Wallet instantly and can be exchanged for other Digital Assets. You will be able to sell or send Purchased Digital Assets as soon as funds have settled to Coinbase, which in the case of a bank account or credit or debit card usually takes up to five (5) business days. You can sell Supported Digital Assets and instruct Coinbase to deposit funds into your Coinbase USD Wallet or, where supported, a Digital Asset Wallet. Supported Digital Asset purchases and sales on the Coinbase Site are collectively referred to herein as "**Digital Asset Transactions**". If Coinbase cannot complete your Digital Asset Transaction for any reason (such as price movement, market latency, inability to find a counterparty for your transaction, or order size), Coinbase will reject the order and notify you of such rejection. You will not be charged for a rejected transaction.

3.3. Fees. In general, Coinbase makes money when you purchase or sell Supported Digital Assets on the Coinbase Site. A description of the way fees are calculated can be found on our [Pricing and Fees Disclosures Page](#). By using Coinbase Services you agree to pay all fees and, if applicable based on the service, a spread. While Coinbase reserves the right to adjust its pricing and fees and any applicable waivers at any time, we may provide at least 30 days' prior notice of certain changes to our pricing schedule, or terms, conditions and policies to users in some states where required by applicable law. We will also notify you of the final price of each transaction, inclusive of pricing and fees, when you authorize the transaction and in each receipt we issue to you. We may charge network fees (miner fees) to process a Digital Asset Transaction on your behalf. We will calculate the network fee at our discretion, and notify you of the network fee at or before the time you authorize the Digital Asset Transaction. Bank fees charged to Coinbase are netted out of transfers to or from Coinbase. You are responsible for paying any additional fees charged by your financial service provider. We will not process a transfer if associated bank fees exceed the value of the transfer. You may be required to deposit additional USD to cover bank fees if you desire to complete such a transfer.

3.4. Recurring Digital Asset Transactions. If you initiate recurring Digital Asset Transactions, you authorize us to initiate recurring electronic payments in accordance with your selected Digital Asset Transaction and any corresponding payment accounts, such as recurring automated clearing house (ACH) debit or credit entries from or to your linked bank account. This authorization will remain in full force and effect until you change your recurring transaction settings at https://www.coinbase.com/recurring_payments, or until you provide us written notification at <https://help.coinbase.com/en/contact-us>. Your recurring transactions will occur in periodic installments, based on your period selection (e.g., daily, weekly, monthly), until either you or Coinbase cancels the recurring order. Recurring transactions scheduled for the 29th, 30th, or 31st day of a month will be processed the earlier of the date scheduled or on the last day of the applicable month. For example, recurring transactions scheduled for the 31st will be processed on the 30th in April, June, September, and November. Your recurring transaction will be executed within the 24-hour day on the transaction date. Transaction times may vary. If you select a U.S. Bank Account as your payment method for a recurring transaction, and such transaction falls on a weekend or holiday, or after bank business hours, the ACH credit or debit will be executed on the next business day, although the Digital Asset fees at the time of the regularly-scheduled transaction will apply. If your Bank is unable to process any electronic ACH debit entry, we will notify you of cancellation of the transaction and may use the remedies set forth in this User Agreement to recover any amount owed to Coinbase. You agree to notify Coinbase of any changes in your linked bank account information prior to a recurring transaction. Coinbase may, at any time, suspend or delay recurring transactions without notice or terminate recurring transactions by providing notice to you.

3.5. Credit Transaction Payments. You may use the "Make A Payment" option on the Coinbase Site to

authorize payments for any credit transaction with us or any of our affiliates, including any amount owing pursuant to any credit agreement you may enter into with us or any of our affiliates. With this option, you can authorize us or our affiliates to make a one-time charge to your linked deposit account through the ACH network (your **"Preferred Payment Method"**). You may select or approve the dollar amount and transaction date for each one-time payment you authorize using your Preferred Payment Method. We and our affiliates reserve the right to limit the amount and date of these one-time charges, screen transactions, and take other steps for our own risk management and business reasons. Although we or our affiliates will try to notify you if your depository institution is unable or unwilling to process any one-time charge using your Preferred Payment Method, you agree we are not required to do so and you are still required to make payments in the time and manner required by your credit agreement with us or any of our affiliates.

3.6. Revocation. When you give us instructions to purchase Supported Digital Assets, you cannot withdraw your consent to that purchase unless the purchase is not scheduled to occur until a future date e.g. you set up a recurring purchase of Supported Digital Assets (a **"Future Transaction"**). In the case of a Future Transaction, you may withdraw your consent up until the end of the business day before the date that the Future Transaction is scheduled to take place. To withdraw your consent to a Future Transaction, you must follow the instructions on the Coinbase Site.

3.7. Unauthorized and Incorrect Transactions. When a Digital Asset Transaction or USD transaction occurs using your credentials, we will assume that you authorized such transaction, unless you notify us otherwise. If you believe you did not authorize a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible via our help page at <https://help.coinbase.com> or by phone at (888) 908-7930 (international call charges may apply). It is important that you regularly check your USD Wallet, Digital Asset Wallet, and any other wallets accessible through the Coinbase Site and your transaction history to ensure you notify us as soon as possible of any unauthorized or incorrect transactions. Reporting an unauthorized transaction does not guarantee Coinbase will be able to reverse the transaction or reimburse you for the transaction.

3.8. Account Information. You will be able to see your USD Wallet and Digital Asset Wallet balances using the Coinbase Site. You can also see your transaction history using the Coinbase Site, including (i) the amount (and currency) of each Digital Asset Transaction; (ii) a reference to the identity of the payer and/or payee (as appropriate); (iii) any fees charged (excluding any spread, or margin, over the prevailing market rate on Coinbase's trading platform); (iv) if applicable, the rate of exchange, and the amount (in the new currency) after exchange (where you are the payer) or the amount (in the original currency) before the exchange (where you are the payee); and (v) the date of each Digital Asset Transaction.

3.9. Reversals & Cancellations. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful, if your payment method has insufficient funds, or if you reverse a payment made from funds in your bank account, you authorize Coinbase, in its sole discretion, either to cancel the transaction or to debit your other payment methods, including your USD Wallet or Digital Asset Wallet balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, non-sufficient funds (NSF), or similar fees charged by your payment provider. We reserve the right to refuse to process, or to cancel, correct, clawback, or reverse, any Digital Asset Transaction or Transfers in our sole discretion, even after funds have been debited from your account(s), in response to a subpoena, court order, or other government order; or if we suspect the transaction may: involve money laundering, terrorist financing, fraud, or any other type of financial crime; be erroneous; or relate to a Prohibited Use or a Prohibited Business as set forth in the [Prohibited Use Policy](#). In such instances, Coinbase will reverse the transaction and we are under no obligation to reinstate a purchase or sale order at the same price or on the same terms as the canceled transaction.

3.10. Payment Services Partners. Coinbase may use a third party payment processor to process any US Dollar payment between you and Coinbase, including but not limited to payments in relation to your use of the Digital Asset Transactions or deposits or withdrawals from your USD Wallet or Coinbase Account.

4. Digital Asset Transfers

4.1. In General. Your Digital Asset Wallet enables you to send Supported Digital Assets to, and request, receive, and store Supported Digital Assets from, third parties by giving instructions through the Coinbase Site. Your transfer of Supported Digital Assets between your other Digital Asset wallets (including wallets off the Coinbase Site) and to and from third parties is a **"Digital Asset Transfer"**. We recommend customers send a small amount

of Supported Digital Assets as a test before sending a significant amount of Supported Digital Assets.

4.2. Pending Transactions. Once a Digital Asset Transfer is submitted to a Digital Asset network, the transaction will be unconfirmed and remain in a pending state for a period of time sufficient to allow confirmation of the transaction by the Digital Asset network. A Digital Asset Transfer is not complete while it is in a pending state. Pending Digital Asset Transfers that are initiated from a Coinbase Account will reflect a pending transaction status and are not available to you for use on the Coinbase Site or otherwise while the transaction is pending.

4.3. Inbound Digital Asset Transfers. When you or a third party sends Digital Assets to a Coinbase Wallet from an external wallet not hosted on Coinbase ("**Inbound Transfers**"), the person initiating the transaction is solely responsible for executing the transaction properly, which includes ensuring that the Digital Asset being sent is a Supported Digital Asset that conforms to the particular wallet address to which funds are directed, including any required Destination Tag/Memo. **By initiating an Inbound Transfer, you attest that you are transacting in a Supported Digital Asset that conforms to the particular wallet address to which funds are directed. For example:**

- **If you select an Ethereum wallet address to receive funds, you attest that you are initiating an Inbound Transfer of Ethereum alone, and not any other Digital Asset such as Bitcoin or Ethereum Classic.**
- **If you select a Bitcoin wallet address to receive funds, you attest that you are initiating an Inbound Transfer of Bitcoin alone, and not any other Digital Asset such as Bitcoin Cash or Ethereum.**

Coinbase incurs no obligation whatsoever with regard to unsupported Digital Assets sent to a Coinbase Account or with regard to Supported Digital Assets sent to an incompatible Digital Asset wallet address. If you send unsupported Digital Assets to a Coinbase Account or Supported Digital Assets to an incompatible Digital Asset wallet address, then you will lose those Digital Assets. For some lost Digital Assets, Coinbase may in its sole discretion offer you the option to attempt a recovery. We may charge fees to process the recovery attempt on your behalf. We will calculate all fees at our discretion, and notify you of the applicable fees at or before the time you authorize the recovery attempt. For more information, see our [Pricing and Fees Disclosures Page](#). The actual amount recovered may differ from the estimated recovery amount. Coinbase does not evaluate the authenticity, safety, or security of unsupported Digital Assets. You acknowledge and agree that Coinbase is not liable for any loss incurred during the recovery attempt or subsequent use of the recovered Digital Asset.

Coinbase may from time to time determine types of Digital Assets that will be supported or cease to be supported. You acknowledge and agree that you may be required to pay network or miner's fees in order for an Inbound Transfer transaction to be successful. Insufficient network fees may cause an Inbound Transfer to remain in a pending state on a decentralized network outside of Coinbase's control, and we are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and cannot reverse such transactions.

4.4. Outbound Digital Asset Transfers. When you send Supported Digital Assets from your Coinbase Account to an external wallet ("**Outbound Transfers**"), such transfers are executed at your instruction by Coinbase. You should verify all transaction information prior to submitting instructions to us. Coinbase shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address, incorrect Destination Tag/Memo, or if you send your Supported Digital Assets to an incompatible wallet. We do not guarantee the identity or value received by a recipient of an Outbound Transfer. Digital Asset Transfers cannot be reversed once they have been broadcast to the relevant Digital Asset network, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. Coinbase does not control the Digital Asset network and makes no guarantees that a Digital Asset Transfer will be confirmed by the network. We may cancel or refuse to process any pending Outbound Digital Asset Transfers as required by law or any court or other authority to which Coinbase is subject in any jurisdiction. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use further Coinbase Services and/or before permitting you to engage in transactions beyond certain volume limits.

4.5. Transfers to a Recipient Email Address. Coinbase allows you to initiate a Digital Asset Transfer to a Coinbase customer by designating that customer's email address. If you initiate a Digital Asset Transfer to an email address, and the recipient does not have an existing Coinbase Account, we will invite the recipient to open

a Coinbase Account. If the recipient does not open a Coinbase Account within thirty (30) days, we will return the relevant Supported Digital Asset to your Digital Asset Wallet.

4.6. Debts. In the event that there are outstanding amounts owed to us hereunder, including in your Coinbase Account, Coinbase reserves the right to debit your Coinbase Account accordingly and/or to withhold amounts from funds you may transfer between your Coinbase Accounts.

5. Data Protection and Security

5.1. Personal Data. You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated individuals, in connection with this Agreement, or the Coinbase Services. Accordingly, you represent and warrant that: (i) your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and such data are accurate, up to date and relevant when disclosed; (ii) before providing any such personal data to us, you have read and understood our [Privacy Policy](#), and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that [Privacy Policy](#) (as amended from time to time), to that individual; and (iii) if from time to time we provide you with a replacement version of the [Privacy Policy](#), you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

5.2. Security Breach. If you suspect that your Coinbase Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and/or Coinbase (collectively a "**Security Breach**"), you must notify Coinbase Support immediately at <https://help.coinbase.com> or (888) 908-7930 and provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce or manage any Security Breach. Prompt reporting of a Security Breach does not guarantee that Coinbase will reimburse you for any losses suffered or be liable to you for any losses suffered as a result of the Security Breach.

5.3. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Coinbase. Always log into your Coinbase Account(s) through the Coinbase Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

6. General Obligations, Taxes, Designating a Fiduciary and Termination

6.1. Limited License. All content included in or made available through the Coinbase Services, Coinbase Site or any related content, materials and information such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software (collectively, the "**Content**") is the property of Coinbase or its affiliates or its content providers and protected by United States and international copyright laws. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the Coinbase Services, Coinbase Site, and Content solely for purposes approved by Coinbase from time to time. Any other use of the Coinbase Services, Coinbase Site or Content is expressly prohibited and all other right, title, and interest in the Coinbase Services, Coinbase Site or Content is exclusively the property of Coinbase and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part without the prior written consent of Coinbase.

"**Coinbase.com**", and the following non-exhaustive list, including COINBASE, COINBASE Logo, C Logo, COINBASE EXCHANGE, COINBASE PRO, ROSETTA, COSTA, SKEW, TOSHI, COINBASE ONE, and BISON TRAILS; and without limitation, any graphics, logos, button icons, and service names included in or made available through any Content, and all logos related to the Coinbase Services or displayed on the Coinbase Site are either trademarks or trade dress of Coinbase or its licensors in the United States and other countries. You may not copy, imitate or use them without Coinbase's prior written consent for any purpose, including without limitation, in: connection with any product or service that is not authorized by Coinbase; any manner that is likely to cause confusion among customers; or a way that disparages or discredits Coinbase.

6.2. Website Accuracy. Although we intend to provide accurate and timely information on the Coinbase Site,

the Coinbase Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Coinbase Site are your sole responsibility and we shall have no liability for such decisions. Information provided by third parties, including historical price and supply data for Digital Assets, is for informational purposes only and Coinbase makes no representations or warranties to its accuracy. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Coinbase Site.

6.3. Third-Party Applications. If, to the extent permitted by Coinbase from time to time, you grant express permission to a third party to access or connect to your Coinbase Account(s), either through the third party's product or service or through the Coinbase Site, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Coinbase Account(s). Further, you acknowledge and agree that you will not hold Coinbase responsible for, and will indemnify Coinbase from, any liability arising out of or related to any act or omission of any third party with access to your Coinbase Account(s). You may change or remove permissions granted by you to third parties with respect to your Coinbase Account(s) at any time through the tabs on the Account Settings page on the Coinbase Site.

6.4. Your Content. Some Coinbase Services let you share your own content (for example text, images, video, graphics, audio or other materials, "**Your Content**"). Before sharing Your Content through the Services, you promise and attest that you own and control all of the intellectual property rights to Your Content (or that you have the necessary license rights to the content) and that Your Content is lawful. We reserve the right to remove Your Content at our discretion, without notice and without liability.

You agree that all of Your Content posted on our Services must comply with all policies applicable to your use of Coinbase Services, features or products, including our [Content Policy](#). If Your Content violates our policies, we may remove it without notice. When you share Your Content on our Services, you may be asked to make disclosures, or label or categorize Your Content; failing to do so accurately may result in Your Content being removed. We also reserve the right to label or categorize Your Content and allow other users to label or categorize Your Content. How Your Content is labeled or categorized may affect how it is displayed by our Services.

6.4.1. License to use Your Content. When you share Your Content through the Services, you retain your intellectual property rights in Your Content and you provide us with the following license to use Your Content: by using our Services you grant us a worldwide, non-exclusive, royalty-free, sublicensable, perpetual, and transferable license to host, publish, display, perform, reproduce, copy, distribute, communicate, modify, reformat, translate, or otherwise use Your Content (including your text, images, video, graphics, audio, files, communications, and any other content you provide) to operate, improve, develop, and promote our Services. If you see content on Coinbase NFT that you believe violates your intellectual property rights, you agree to submit a notice of claimed intellectual property infringement using the procedures described on our Content Removals page. We comply with the Digital Millennium Copyright Act ("**DMCA**") and we will respond to a properly submitted notification of claimed copyright infringement in accordance with our DMCA procedures. Note that repeat infringers may have their accounts disabled.

6.5. Transaction Limits. The use of all Coinbase Services may be subject to a limit on the amount of volume, stated in U.S. Dollar terms, you may transact or transfer in a given period (e.g., daily). To view your limits, login to your Coinbase Account(s) and visit <https://www.coinbase.com/verifications>. Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. If you wish to raise your limits beyond the posted amounts, you may submit a request at <https://help.coinbase.com>. Coinbase reserves the right to change applicable limits, and to refuse to raise your limits, as we deem necessary in our sole discretion.

6.6. Unclaimed Property. If Coinbase is holding funds (whether fiat currency or Supported Digital Assets) in your account, and has no record of you accessing the Services for several years and is unable to contact you, applicable law may require Coinbase to deliver any such funds to the applicable state or jurisdiction as unclaimed

property.

6.7. Password Security; Contact Information. You are responsible for creating a strong password and maintaining security and control of any and all electronic devices, IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the Coinbase Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Coinbase Account(s) by third-parties and the loss or theft of any Digital Assets and/or funds held in your Coinbase Account(s) and any associated accounts, including your linked bank account(s) and credit card(s). You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. **You should never allow remote access or share your computer and/or computer screen with someone else when you are logged on to your Coinbase Account. Coinbase will never under any circumstances ask you for your passwords or 2-factor authentication codes. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Coinbase. We further assume no responsibility for your failure to follow or act on any notices or alerts that we may send to you.** In the event you believe your Coinbase Account(s) information has been compromised, contact Coinbase Support immediately at <https://help.coinbase.com> or (888) 908-7930.

6.8. Taxes. The tax treatment of Digital Asset transactions is uncertain, and it is your responsibility to determine what taxes, if any, arise from transactions using Coinbase Services under this Agreement. Users are solely responsible for reporting and paying any applicable taxes arising from transactions using Coinbase Services, and acknowledge that Coinbase does not provide investment, legal, or tax advice governing these transactions. You understand that Coinbase shall report information with respect to your transactions, payments, transfers, or distributions made by or to you with respect to your activities using Coinbase Services to a tax or governmental authority to the extent such reporting is required by applicable law. Coinbase also shall withhold taxes applicable to your transactions or to payments or distributions made or deemed made to you to the extent such withholding is required by applicable law. From time to time, Coinbase shall ask you for tax documentation or certification of your taxpayer status as required by applicable law, and any failure by you to comply with this request in the time frame identified may result in withholding and/or remission of taxes to a tax authority as required by applicable law. You should conduct your own due diligence and consult your own tax advisors before making any decisions with respect to Digital Asset transactions.

6.9. Designating a Fiduciary. For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your Coinbase Account and during this time, no transactions may be completed until: (i) your designated fiduciary has opened a new Coinbase Account, as further described below, and the entirety of your Coinbase Account has been transferred to such new account; or (ii) we have received proof in a form satisfactory to us that you have not died. If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorize us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died. Upon receipt by us of proof satisfactory to us that you have died, your designated fiduciary will be required to open a new Coinbase Account in order to gain access to the contents of your Coinbase Account. If you have not designated a fiduciary, then we reserve the right to (i) treat as your fiduciary any person entitled to inherit your Coinbase Account, as determined by us upon receipt and review of the documentation we, in our sole discretion, deem necessary or appropriate, including (but not limited to) a will, a living trust or a small estate affidavit; or (ii) require an order designating a fiduciary from a court having competent jurisdiction over your estate. In the event we determine, in our sole discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Coinbase Account.

6.10. Suspension, Termination, and Cancellation. Coinbase may suspend, restrict, or terminate your access to any or all of the Coinbase Services, and/or deactivate or cancel your Coinbase Account(s), with immediate effect for any reason at its sole discretion and is under no obligation to disclose the details of its decision to take such action with you. You acknowledge that Coinbase's decision to take certain actions, including limiting access to, suspending, or closing your account for any reason in our sole discretion, may be based on confidential criteria that are essential to Coinbase's risk management and security protocols. You agree that Coinbase is under no obligation to disclose the details of its risk management and security procedures to you.

You will be permitted to transfer Supported Digital Assets or funds associated with your hosted Digital Asset Wallet(s) and/or your USD Wallet(s) for ninety (90) days after Account deactivation or cancellation unless such

transfer is otherwise prohibited (i) under applicable law, including but not limited to applicable sanctions programs; or (ii) by a facially valid subpoena or court order. You may cancel your Coinbase Account(s) at any time by visiting <https://www.coinbase.com/settings/cancel>. You will not be charged for canceling your Coinbase Account(s), although you will be required to pay any outstanding amounts owed to Coinbase. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

Coinbase may discontinue or change any product, service, or feature, in its sole discretion, at any time. You agree that we may transfer you to a product or service that is reasonably similar to the discontinued or changed product or service, to the extent such product or service exists. We will provide you with prior notice of material changes, discontinuation, or the transfer related to a product, service, or feature, to the extent required or applicable.

6.11. Export Controls and Sanctions. Your use of the Coinbase Services and the Site is subject to applicable law including but not limited to export restrictions, end-user restrictions, antiterrorism laws, and economic sanctions. By sending, receiving, buying, selling, trading, or storing Digital Assets through the Site or Coinbase Services, you agree that you will comply with all applicable laws. You are not permitted to acquire Digital Assets or use any of the Coinbase Services through the Site if doing so would violate applicable laws and regulations, including but not limited to those of the United Nations Security Council, the United States (including prohibiting dealings with sanctioned persons identified by the U.S. Department of the Treasury's Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons ("SDN"), or other U.S. non-SDN restricted or prohibited parties lists, and those prohibiting dealings with persons organized, resident, or located in comprehensively sanctioned jurisdictions), and/or any other applicable federal, state, municipal or local laws and regulations (each as amended from time to time).

7. Customer Feedback, Queries, Complaints, and Dispute Resolution

7.1. Contact Coinbase. If you have feedback, or general questions, contact us via our Customer Support webpage at <https://help.coinbase.com>. Coinbase requires that all legal documents (including civil subpoenas, complaints, and small claims) be served on our registered agent for service of process. Current contact information for our registered agent in each state can be found [here](#).

Please note that our registered agent will accept service only if the entity identified as the recipient of the document identically matches the name of the entity registered with the Secretary of State and for which our registered agent is authorized to accept service (Coinbase, Inc.). By accepting service of a legal document, Coinbase does not waive any objections we may have and may raise in response to such document.

7.2. Formal Complaint Process. If you have a complaint with Coinbase, you agree to first contact Coinbase through our support team to attempt to resolve any such dispute amicably. **If we cannot resolve the dispute through Coinbase Support, you agree to use the Formal Complaint Process set forth below before filing any arbitration claim or small claims action as described further in Appendix 5 below.** You must complete the Formal Complaint Process before filing any arbitration or small claims action. If you do not complete it, then you agree that your claim or action must be dismissed from arbitration or small claims court.

7.2.1. Procedural Steps. In the event that the dispute is not resolved through your contact with Coinbase Support, you agree to use our complaint form to describe your dispute, how you would like us to resolve the complaint, and any other relevant information. The complaint form can be found [here](#) for Coinbase and [here](#) for Coinbase Pro, or can be requested from Coinbase Customer Support. If you prefer to send a written complaint via mail, please include as much information as possible in describing your complaint and how you would like us to resolve the complaint, including your support case number and any other relevant information to Coinbase, Inc., 82 Nassau St #61234, New York, NY 10038. We will acknowledge receipt of your complaint form after you submit it. A Coinbase customer relations agent will review and evaluate your complaint based on the information you have provided and information in the possession of Coinbase. The Formal Complaint Process is completed when Coinbase responds to your complaint or forty-five (45) business days after the date we receive your complaint, whichever occurs first.

7.3. Arbitration. You agree to be bound by the Arbitration Agreement in Appendix 5 to this Agreement.

8. Liabilities & Indemnification

8.1. Release of Coinbase; Indemnification. If you have a dispute with one or more users of the Coinbase Services, you release Coinbase, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You

agree to indemnify and hold Coinbase, its affiliates and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

8.2. Limitation of Liability; No Warranty. IN NO EVENT SHALL COINBASE, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (I) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED DIGITAL ASSETS ASSOCIATED WITH YOUR DIGITAL ASSET WALLET AT THE TIME OF THE EVENT OR CIRCUMSTANCE GIVING RISE TO YOUR CLAIM OR (II) FOR ANY LOST PROFITS, LOSS OF GOODWILL OR REPUTATION, LOSS OF DATA, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH ANY USE OF THE COINBASE SITE OR THE COINBASE SERVICES, OR THIS AGREEMENT, EVEN IF COINBASE HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF COINBASE'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT COINBASE FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE LESSER OF THE VALUE OF THE SUPPORTED DIGITAL ASSETS AT ISSUE IN THE TRANSACTION OR THE TOTAL VALUE OF THE SUPPORTED DIGITAL ASSETS ASSOCIATED WITH YOUR DIGITAL ASSET WALLET, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES ARISING OUT OF OR RELATING TO DIGITAL ASSETS THAT ARE NOT SUPPORTED DIGITAL ASSETS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE COINBASE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COINBASE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. COINBASE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE COINBASE SITE, ANY PART OF THE COINBASE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. COINBASE DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE COINBASE SERVICES AND COINBASE SITE. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT COINBASE WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (I) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL ASSET PRICE DATA, OR ANY ERROR, DELAY OR INTERRUPTION IN THE TRANSMISSION OF SUCH DATA; (II) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR WEBSITES, SOFTWARE, SYSTEMS OPERATED BY US OR ON OUR BEHALF OR ANY OF THE COINBASE SERVICES OR ANY WEBSITE OR SERVICE LINKED TO OUR WEBSITE; (III) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN OUR WEBSITES, SOFTWARE, SYSTEMS OPERATED BY US OR ON OUR BEHALF OR ANY OF THE COINBASE SERVICES; OR (IV) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR COINBASE ACCOUNT.

Coinbase will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Coinbase makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

IF YOU ARE A NEW JERSEY RESIDENT, the provisions of this Section 8.2 are intended to apply only to the extent permitted under New Jersey law.

The foregoing limitations of damages, liability and no warranty provisions set forth above in this Section 8.2 are fundamental elements of the basis of the bargain between Coinbase and you.

9. General Provisions

9.1. Entire Agreement. This Agreement, the Privacy Policy, E-Sign Disclosure and Consent Policy, Prohibited Use Policy, and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and Coinbase as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), between you and Coinbase. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

9.2. Assignment. We reserve the right to assign our rights without restriction, including without limitation to any Coinbase affiliates or subsidiaries, or to any successor in interest of any business associated with the Coinbase Services. In the event that Coinbase is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. You may not assign any rights and/or licenses granted under this Agreement. Any attempted transfer or assignment by you in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

9.3. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

9.4. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Coinbase Account cancellation, debts owed to Coinbase, general use of the Coinbase Site, disputes with Coinbase, and general provisions, shall survive the termination or expiration of this Agreement.

9.5. Governing Law. You agree that the laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement and any Dispute, except to the extent governed by federal law.

9.6. Force Majeure. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, pandemic, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

9.7. Non-Waiver of Rights. This Agreement shall not be construed to waive rights that cannot be waived under applicable laws, including applicable state money transmission laws in the state where you are located. In addition, our failure to insist upon or enforce strict performance by you of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of our right to assert or rely upon any such provision or right in that or any other instance.

9.8. Relationship of the Parties. Coinbase is an independent contractor for all purposes. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between you and Coinbase, or authorize you to act as agent of Coinbase.

APPENDIX 1: Verification Procedures and Limits

As a regulated financial service company operating in the US we are required to identify users on our platform. This ensures we remain in compliance with KYC/AML laws in the jurisdictions in which we operate, something that is necessary for us to be able to continue to offer Digital Asset exchange services to our customers. Coinbase collects and verifies information about you in order to: (i) protect Coinbase and the community from fraudulent users; and (ii) to keep appropriate records of Coinbase's customers. Your daily or weekly Conversion limits, Coinbase Pro deposit, withdrawal and trading limits, Instant Buy limits, USD Wallet transfer limits, and limits on transactions from a linked payment method are based on the identifying information and/or proof of identity you provide to Coinbase.

All U.S. customers who wish to use Coinbase Services are required to establish a Coinbase Account by:

- Providing your name and valid email address, a password and your state of residence;
- Certifying that you are 18 years or older;

- Accepting User Agreement and Privacy Policy; and
- Verifying your identity by submitting the following information:
 - Name
 - DOB
 - Physical address
 - SSN (or ID # from gov't issued ID)
 - Source of funds
 - Income/employment information (US only)
 - Explanation of activity (US only)

All U.S. customers who wish to send and receive Digital Assets on to the blockchain are required to:

- Submit a copy of an acceptable form of identification (i.e. passport, state driver's license, or state identification card); and
- Submit a picture of yourself or a selfie from your webcam or mobile phone.

Notwithstanding these minimum verification procedures for the referenced Coinbase Services, Coinbase may require you to provide or verify additional information, or to wait some amount of time after completion of a transaction, before permitting you to use any Coinbase Services and/or before permitting you to engage in transactions beyond certain volume limits. You may determine the volume limits associated with your level of identity verification by visiting your account's [Limits](#) page.

You may contact us at <https://help.coinbase.com> to request larger limits. Coinbase will require you to submit to Enhanced Due Diligence. Additional fees and costs may apply, and Coinbase does not guarantee that we will raise your limits.

APPENDIX 2: E-Sign Disclosure and Consent

This policy describes how Coinbase delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "**Communications**") that we provide in connection with your Coinbase Account(s) and your use of Coinbase Services. Communications include:

- Terms of use and policies you agree to (e.g., the Coinbase User Agreement and Privacy Policy), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account.

You specifically agree, opt in and consent to Paperless Delivery of Tax Forms Agreement available at <https://accounts.coinbase.com/taxes/settings>. You may opt out at any time via the same link.

We will provide these Communications to you by posting them on the Coinbase Site, emailing them to you at the primary email address listed in your Coinbase profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;

A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;

- A valid email address (your primary email address on file with Coinbase); and
- Sufficient storage space to save past Communications or an installed printer to print them.

How to Withdraw Your Consent

You may withdraw your consent to receive Communications electronically by contacting us at <https://help.coinbase.com>. If you fail to provide or if you withdraw your consent to receive Communications electronically, Coinbase reserves the right to immediately close your Coinbase Account or charge you additional fees for paper copies.

Updating your Information

It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if Coinbase sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Coinbase will be deemed to have provided the Communication to you.

You may update your information by logging into your account and visiting settings or by contacting our support team at <https://help.coinbase.com>.

APPENDIX 3: State License Disclosures

Coinbase maintains licenses to engage in money transmission activities in many states, and these licenses may impact our provision and your use of certain Coinbase Services depending on where you live. Coinbase's licenses and corresponding required disclosures can be found on the [Coinbase Licenses](#) page, which is incorporated by reference.

If you live in the following jurisdictions, we are required to provide you with the following information:

Alaska If your issue is unresolved by Coinbase, Inc., 1-888-908-7930, please submit formal complaints with the State of Alaska, Division of Banking & Securities.

Please download the form here:

<https://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdated.pdf>

Submit formal complaint form with supporting documents: Division of Banking & Securities PO Box 110807 Juneau, AK 99811-0807

If you are an Alaska resident with questions regarding formal complaints, please email us at dbs.licensing@alaska.gov or call Nine Zero Seven Four Six Five Two Five Two One

Arizona If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or

<https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may complete an Online Complaint Form as stated on the File a Complaint against a Financial Institution or Enterprise page: <https://difi.az.gov/complaint>

Or the AZ e-Licensing Portal for filing a complaint: https://elicense.az.gov/ARDC_FileComplaint

Or you may call the AZ Financial Institutions Division: (602) 771-2800 | Toll-free: (800) 544-0708

Arkansas If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or

<https://help.coinbase.com/en/contact-us>.

If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file the [completed complaint form](#) by e-mailing to ASDInfo@securities.arkansas.gov or by mailing at:

1 COMMERCE WAY, SUITE 402 LITTLE ROCK, ARKANSAS 72202 TELEPHONE: (501) 324-9260 FACSIMILE: (501) 324-9268

Colorado [MO7 Customer Notice - COLORADO MONEY TRANSMITTERS ACT](#)

If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or

<https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Colorado Division of Banking.

The Complaint Process

All consumer complaints filed with the Colorado Division of Banking must be submitted in writing. All consumer

complaints filed with the Division must be submitted in writing. You will not fill out the form online. Instead, you must download the file to your own device and edit that version. When completing the form, please provide detailed information and fill it out completely.

[Complaint Form \(PDF\)](#)

Send the complaint and supporting documentation by regular mail, facsimile, or electronic mail (e-mail) to the Colorado Division of Banking. NOTE: If filing electronically, scan and/or save the completed complaint form with related attachments to a PDF file, a Word doc, or Zip file, and attach to your E-mail.

Colorado Division of Banking 1560 Broadway, Suite 975, Denver, CO 80202 Phone: 303-894-7575 Fax: 303-894-7570 E-mail: DORA_BankingWebsite@state.co.us

District of Columbia If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Department at: District of Columbia Department of Insurance, Securities and Banking 1050 First St., NE, Suite 801 Washington, DC 20002 Phone: (202) 727-8000 Fax: (202) 354-1085 E-mail: disbcomplaints@dc.gov

[Consumer Complaint Form Mail-in Version](#)

Florida If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Florida Office of Financial Regulation at: Online: <https://flofr.gov/sitePages/FileAComplaint.htm>. To file your complaint, you will need to register electronically through Online Services. A valid email address is required.

Florida Office of Financial Regulation - Consumer Finance 200 E. Gaines Street, Tallahassee, FL 32399-0376 850-487-9687

FL Office of Financial Regulation Complaint Portal: <https://flofr.gov/sitePages/FileAComplaint.htm>

Georgia Licensed by The Georgia Department of Banking and Finance. (Lic. # 42796/ NMLS# 1163082). If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Georgia Department of Banking and Finance - Consumer Resources: <https://consumer.georgia.gov/resolve-your-dispute/how-do-i-file-complaint>

Illinois If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Illinois Division of Banking at: Illinois Department of Financial and Professional Regulation Online:

<https://www.idfpr.com/DFI/DFIComplaintForm.asp>

Division of Financial Institutions: Fill In and Print Complaint Form for Currency Exchange and Title Insurance

<https://www.idfpr.com/admin/DFI/F1717DFICHI.pdf>

Kansas If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Office of the State Bank Commissioner. If submitting electronically, submit your complaint here: <https://www.osbckansas.org/consumers/file-a-complaint/> Mail or fax the completed consumer assistance form and attachments to:

Kansas Office of the State Bank Commissioner: Attn: Consumer Affairs 700 SW Jackson St, Suite 300 Topeka, KS 66603 Fax: (785) 371-1229 Email: complaints@osbckansas.org

Louisiana Please note the money transmission license issued to Coinbase, Inc. by the Louisiana Office of Financial Institutions does not cover the exchange or transmission of virtual currency.

If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Office of Financial Institutions.

All complaints must be submitted in writing. To file a complaint, please complete the complaint form and send to OFI by mail, email, or fax.

Please note the following disclosures associated with virtual currency:

- Virtual currency is not legal tender in the United States, is not backed by the United States government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.

- Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the value of virtual currency.
- Transaction in virtual currency may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- Some virtual currency transactions may be immediately effective when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction.
- The value of virtual currency may be derived from the continued willingness of market participants to exchange legal tender for virtual currency, which may result in the potential for permanent and total loss of value of a particular virtual currency if the market for the virtual currency declines or collapses for an extended period of time.
- Any surety bond required by law for the benefit of customers may not be sufficient to cover all losses incurred by customers.
- Customers should perform research before purchasing or investing in virtual currency.
- Please see Coinbase's Global Privacy Policy, which describes how Coinbase collects, uses and discloses personal information.

Maryland If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Maryland Department of Labor. The Commissioner of Financial Regulation for the State of Maryland will accept all questions or complaints from Maryland residents regarding [License No. 12-1163082 and NMLS ID: 1163082] by contacting the Commissioner's office at: 500 North Calvert Street, Suite 402, Baltimore, Maryland 21202, or (888) 784-0136. Additional information about Coinbase, Inc. may be obtained at www.nmlsconsumeraccess.org

Minnesota If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Minnesota Department of Commerce.

To make a complaint, please make a call contacting the following:

Minnesota Department of Commerce 85 8th Place East, Suite 208 Saint Paul, MN 55101 (Local) 651-539-1500 (Complaints) 651-539-1600

Please note the following disclosures associated with virtual currency:

- Virtual currency is not legal tender in the United States, is not backed by the United States government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.
- Coinbase charges a Coinbase Fee when you buy, sell, or convert cryptocurrencies. The Coinbase Fee may be discounted based on the payment method you select. For transactions involving cryptocurrency valued under \$200, the Coinbase Fee will not exceed \$10. For all other transactions, the Coinbase Fee will not exceed 6% of the USD value of the cryptocurrency. Despite these maximums, the Coinbase Fee you will actually pay (which will not exceed the maximum) is calculated and displayed to you at the time you place your order and may be determined by a combination of factors, like your selected payment method, the size of the order, market conditions, and/or jurisdictional location.

Mississippi The Mississippi Department of Banking & Consumer Finance recommends that you attempt to resolve your complaint with the financial institution first by contacting Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us> to allow the opportunity to resolve the issue(s). If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file you complain online at

<https://dbcf.ms.gov/complaint-form/>

Nevada Coinbase, Inc. is licensed by the Nevada Department of Business and Industry as a money transmitter. At this time, the Nevada Department of Business and Industry does not license or regulate services related to virtual currency, including but not limited to virtual currency transmission or exchange which may be conducted by Coinbase.

If you have a question or complaint, please first contact the consumer assistance division of Coinbase at <https://help.coinbase.com> or (888) 908-7930, or at its mailing address: 82 Nassau St #61234, New York, NY 10038. If you have an unresolved question or complaint regarding the money transmission services provided by Coinbase, you may contact the Nevada Department of Business and Industry at (702) 486-4120.

New York Please note the following disclosures associated with virtual currency:

- Virtual currency is not legal tender, is not backed by the government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.
- Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual currency.
- Transactions in virtual currency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- Some virtual currency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction.
- The value of virtual currency may be derived from the continued willingness of market participants to exchange fiat currency for virtual currency, which may result in the potential for permanent and total loss of value of a particular virtual currency should the market for that virtual currency disappear.
- There is no assurance that a person who accepts a virtual currency as payment today will continue to do so in the future.
- The volatility and unpredictability of the price of virtual currency relative to fiat currency may result in significant loss over a short period of time.
- The nature of virtual currency may lead to an increased risk of fraud or cyber attack.
- The nature of virtual currency means that any technological difficulties experienced by Coinbase may prevent the access or use of a customer's virtual currency.
- Any bond or trust account maintained by Coinbase for the benefit of its customers may not be sufficient to cover all losses incurred by customers.

Coinbase, Inc. is regulated and licensed as a money transmitter by the New York State Department of Financial Services. If you have a question or complaint, please **first** contact the consumer assistance division of Coinbase at <https://help.coinbase.com> or (888) 908-7930, **or at its mailing address: 82 Nassau St #61234, New York, NY 10038.**

For unresolved/written complaints, you may mail a complaint to New York State Department of Financial Services, Consumer Services Division, One State Street, New York, NY 10004-1417, (800) 342-3736, email: consumers@dfs.ny.gov, website: www.dfs.ny.gov/complaint.

North Dakota Coinbase, Inc. is licensed by the North Dakota Department of Financial Institutions as a money transmitter. If you have a question or complaint, please first contact the consumer assistance division of Coinbase at <https://help.coinbase.com> or (888) 908-7930, or at its mailing address: 82 Nassau St #61234, New York, NY 10038. If you have an unresolved question or complaint regarding the money transmission services provided by Coinbase, you may contact the North Dakota Department of Financial Institutions at (701) 328-9933.

Please note the following disclosures associated with virtual currency:

- Virtual currency is not legal tender in the United States, is not backed by the United

States government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.

- Coinbase charges a Coinbase Fee when you buy, sell, or convert cryptocurrencies. The Coinbase Fee may be discounted based on the payment method you select. For transactions involving cryptocurrency valued under \$200, the Coinbase Fee will not exceed \$10. For all other transactions, the Coinbase Fee will not exceed 6% of the USD value of the cryptocurrency. Despite these maximums, the Coinbase Fee you will actually pay (which will not exceed the maximum) is calculated and displayed to you at the time you place your order and may be determined by a combination of factors, like your selected payment method, the size of the order, market conditions, and/or jurisdictional location.

Rhode Island Please note the following disclosures associated with virtual currency:

- Virtual currency is not legal tender in the United States, is not backed by the United States government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.
- Coinbase charges a Coinbase Fee when you buy, sell, or convert cryptocurrencies. The Coinbase Fee may be discounted based on the payment method you select. For transactions involving cryptocurrency valued under \$200, the Coinbase Fee will not exceed \$10. For all other transactions, the Coinbase Fee will not exceed 6% of the USD value of the cryptocurrency. Despite these maximums, the Coinbase Fee you will actually pay (which will not exceed the maximum) is calculated and displayed to you at the time you place your order and may be determined by a combination of factors, like your selected payment method, the size of the order, market conditions, and/or jurisdictional location.

Tennessee Coinbase, Inc. is licensed by the Tennessee Department of Financial Institutions as a money transmitter.

The Tennessee Department of Financial Institutions does not regulate virtual currency. Please note that this license and the required surety bond do not cover the transmission of virtual currency. The Tennessee Department of Financial Institutions does not regulate virtual currency. Tennessee's Money Transmitter License and the required surety bond do not cover the transmission of virtual currency. However, any company that offers to exchange, administer, or maintain virtual currencies for sovereign currency may be subject to state regulation and licensing as well as federal regulation. To verify a licensed Tennessee Money Transmitter, please click [HERE](#) or visit the NMLS Consumer Access website [HERE](#).

Texas If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc. money transmission activity, please direct your complaint to: <https://www.dob.texas.gov/money-services-businesses/how-file-complaint>

Virginia Coinbase, Inc. is licensed by the Virginia State Corporation Commission as a money transmitter, but such license does not cover the transmission of virtual currency (Bitcoin).

Washington If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc. money transmission activity, you may file it by contacting the Washington Department of Financial Institutions at <https://dfi.wa.gov/consumers/money-services-complaint>

APPENDIX 4: Additional Services

In addition to the Services described in the Agreement, the following services ("**Additional Services**") may be made available by Coinbase to Users that fulfill certain eligibility criteria. The provisions for each Additional

Service herein apply to your use of such Additional Service, in addition to the other applicable provisions of the Agreement. If you do not use any Additional Services, then this Appendix does not apply to you.

1. Coinbase Card

1. Coinbase Card. When you hold Fiat Currency denominated in U.S. Dollars (USD) or Supported Digital Assets on Coinbase, you may be given the option to apply for a Coinbase Visa Card ("**Card**") issued by Pathward National Association ("**Pathward**," previously known as "Metabank, N.A."). To use the Card, you must agree to the Coinbase Card terms ("**Coinbase Card Terms**") set out below **and** to the Coinbase Card Cardholder Agreement with Pathward ("**Cardholder Agreement**").

1.1. Role of the Coinbase Card Terms. These Coinbase Card Terms govern the basis upon which Coinbase will provide you with the Card and your use of the Card, including within the Coinbase Site. The Card is issued to you by Pathward and should be read in conjunction with the Cardholder Agreement and this User Agreement.

1.2. Role of the Card. The Card can be used to purchase goods and services from merchants at point of sale terminals, over the telephone, online, or on payment platforms, or withdraw cash from automated teller machines ("**ATMs**") that accept Visa cards ("**Card Transactions**"). The Card account at Pathward ("**Card Account**") will be linked to your USD Wallet and Digital Asset Wallet. You will be required to elect USD in your USD Wallet or a Supported Digital Asset in your Digital Asset Wallet as your default spending currency ("**Preferred Spending Currency**") before you can use your Card and can update your Preferred Spending Currency at any time.

1.2.1 Funding your Card Account with Direct Deposit. If you are eligible and we have verified your required identifying information, you may fund your Card Account with Direct Deposit. Please see the Direct Deposit terms in Section 6 of this Appendix.

1.3. Card Services. Pursuant to the terms of your Cardholder Agreement, you may use the Card to make various Card Transactions.

1.4. Supported Digital Asset as Preferred Spending Currency. When you select a Supported Digital Asset as your Preferred Spending Currency and use your Card, you authorize Coinbase to facilitate your sale of your Supported Digital Asset, the proceeds of which you authorize Coinbase to use to fund Card Transactions in USD.

1.4.1. Role of Coinbase. Coinbase is responsible for facilitating your sale of your Preferred Digital Asset ("**Digital Asset Services**") when applicable, to other Coinbase Customers and transferring funds to your Card Account to enable payments to merchants for the purchase of goods and services, and to you for ATM withdrawals, in USD in the amount authorized by the Card Transaction (the "**Purchase Price**").

1.4.2. When you select a Supported Digital Asset as your Preferred Spending Currency and use your Card to make a Card Transaction, you authorize the:

1.4.2.1. Sale of your Preferred Digital Asset in the amount of the Purchase Price plus the accompanying fees and charges described in the Cardholder Agreement if applicable and Section 1.11 of these Coinbase Card Terms and Section 3.3 of this User Agreement (together, the "**Total Purchase Price**") and converted at the prevailing trading rate on Coinbase's trading platform ("**Exchange Rate**") (the "**Total Transaction Price**") from your Digital Asset Wallet; and

1.4.2.2. Transfer of the Total Purchase Price in Fiat Currency from your Coinbase USD Wallet to the Card Account so that Pathward can facilitate the transfer of: (i) the Purchase Price to the merchant (i.e., for the purchase of goods and services) or to you (i.e., for ATM withdrawals); and (ii) any fees and charges described in the Cardholder Agreement, except for any fees and charges described in this User Agreement via the Visa Card Scheme ("**Card Scheme**").

1.5. Applying for the Card. If you apply for a Card, you will be required to provide certain personal information. You agree that we may share personal information you previously provided to us under our [Privacy Policy](#) to verify your identity, with Pathward and with service providers acting on our behalf or on Pathward's behalf solely to verify your identity or address, and/or to manage risk as required under applicable law. Personal information shared with Pathward will be treated in accordance with its [Privacy Policy](#). If you do not provide this information, or if Pathward is unable to verify your identity with the information provided by Coinbase, your application for a Card will not be considered. We may refuse to facilitate processing of your application through Pathward if we determine in our sole discretion that you are in breach of the terms of the User Agreement.

1.6. Activating the Card. You must sign a physical Card as soon as you receive it and must activate the Card to be able to use it. Activation instructions are set out on the packaging that the Card is attached to and within the Coinbase Site. A virtual Card can be used immediately upon receipt and does not need to be activated.

1.7. Using the Card.

1.7.1. You agree that you will use the Card in accordance with these Coinbase Card Terms, this User Agreement, and the Cardholder Agreement.

1.7.2. Your consent will be required in order to use the Card to make a Card Transaction. You may give your consent in the following ways depending on the type of Card Transaction that you are trying to make and the information required by the merchant or ATM:

1.7.2.1. Purchase of goods and services from a merchant on the merchant's premises from a point of sale terminal or withdrawing cash from an ATM: You may be required to enter the personal identification number ("PIN") that we will arrange for you to receive from Pathward (or that you may choose) from time to time unless the Card Transaction is being made via a contactless card reader in which case the presentation of the Card will be sufficient to demonstrate consent.

1.7.2.2. Purchase of goods and services from a merchant by telephone, online, or on a payments platform: You may be required to provide Card details such as the Card number, expiration date, and three digit security code from the reverse side of the Card.

1.8. Errors or Unauthorized Transactions. If you believe your Card has been lost or stolen, or that an error or unauthorized transaction has occurred, you should contact Coinbase Customer Service immediately by phone at (888) 908-7930 or email at card@coinbase.com. Coinbase will not be liable for unauthorized transactions. See Section 3 of the Cardholder Agreement for more information regarding your liability for unauthorized transactions. See Section 8 of the Cardholder Agreement for information regarding Error Resolution.

1.9. Maximum Execution Time. The maximum execution time of the Card Transaction itself is dependent on actions being taken by the merchant, ATM owner, Card Scheme and/or other service providers. Coinbase will use commercially reasonable endeavors to comply with and adhere to the Card Scheme's settlement timing requirements.

1.10. Usage Limits. The usage limits for the Card are set out in Section 4 of your Cardholder Agreement.

1.11. Fees and Charges. When we perform the Digital Asset Services, Coinbase will not charge transaction fees but will include a spread, in accordance with this User Agreement. You can find a list of our fees and charges on our [Pricing and Fees Disclosures page](#) which are separate from any fees and charges included in your Cardholder Agreement. You are at all times responsible for the Total Purchase Price in Fiat Currency and the Total Transaction Price in Supported Digital Asset when you make a Card Transaction.

1.12. Refunds. If you are entitled to a refund for any reason for goods or services obtained with your Card, the refund shall be processed in accordance with the terms set out in Section 9(b) of your Cardholder Agreement. Once a refund has been posted by the merchant, we will arrange for it to be refunded to your USD Wallet in Fiat Currency.

1.13. Right to Charge Exchange Rates for Hold Returns. If your Card Transaction is subject to a preauthorization hold as described in Section 7(f) of your Cardholder Agreement, once the amount of the Total Purchase Price is received, we will arrange for any remaining amount to be refunded to your USD Wallet or Digital Asset Wallet (as applicable) in your Preferred Spending Currency, which shall be calculated using the Exchange Rate applicable at the time of refund.

1.14. Information Regarding Card Transactions. You may find details regarding Card Transactions that you have executed in the Coinbase Card portal of the Coinbase Site ("**Coinbase Card Portal**").

1.15. Rewards Program. Your Card will be automatically enrolled in our Digital Assets rewards program ("**Rewards Program**") upon activation. You will then be able to opt-in to the Rewards Program by electing a Supported Digital Asset from a range of Supported Digital Assets that we may offer from time to time ("**Preferred Digital Asset**"). After you have opted-in, you will be eligible to earn your Preferred Digital Asset in return for Card Transactions ("**Rewards**") except for cash withdrawals, the purchase or re-load of stored value cards and payments made to financial institutions associated with the purchase of merchandise or services or the repayment of loans, credit card balances and debts. The amount of the Reward for a Card Transaction is calculated by multiplying the Purchase Price by the applicable Rewards Percentage which will be published within the Coinbase Card Portal from time to time. This amount will be deposited into your Digital Asset Wallet in your Preferred Digital Asset. Earned and redeemed Rewards will be reflected in your Card Transaction log.

1.16. Exceptions to Rewards Program. We accept no responsibility for the goods or services purchased by you with your Card. All such disputes must be addressed directly with the merchant providing the relevant goods or services. If you receive a return, credit, or chargeback related to a Card Transaction from a merchant for any good or service and we have provided you with a Reward for that Card Transaction, we will be entitled to debit

your Digital Asset Wallet the amount of the original Reward using the Exchange Rate applicable at the time of the Card Transaction. Upon the commencement of any proceedings by or against you under any bankruptcy or insolvency law, Rewards cannot be redeemed. We reserve the right to alter, change and/or terminate the Rewards Program, at any time and for any reason, which may result in the cancellation of unredeemed Rewards, upon written (including electronic) notice to you. In addition, we reserve the right to immediately disqualify you from the Rewards Program if you have violated these Coinbase Card Terms or if you have, in our determination, misused the Rewards Program.

1.17. Right to Debit, Access, or Offset Other Coinbase Services. If for any reason you have insufficient Fiat Currency in your USD Wallet or insufficient Supported Digital Asset in the relevant Digital Asset Wallet selected to fund a Card Transaction, we reserve the right to debit, access, or offset the amount of all or part of the Card Transaction from any other Coinbase Service that you obtain from us, including but not limited to any USD or Supported Digital Assets you hold today, or in the future, in any USD Wallet, Digital Asset Wallet, or in connection with any other Coinbase Services. This includes situations where Coinbase has granted you provisional credit in USD or Supported Digital Assets in connection with a disputed Card Transaction that is later resolved in favor of the opposing party.

1.18. Restriction, Suspension, and Termination. Card Transactions or your Card use may be restricted, suspended or terminated with immediate effect in situations where:

1.18.1. We are, in our reasonable opinion, required to do so by contract or by applicable law or any court or other authority to which we are subject in any jurisdiction;

1.18.2. We reasonably suspect you of acting in breach of these Coinbase Card Terms (including any provision of this User Agreement), or the Cardholder Agreement;

1.18.3. We have concerns that a Card Transaction is erroneous or about the security of your Card or your Coinbase Account or we suspect the Coinbase Services are being used in a fraudulent or unauthorized manner;

1.18.4. We suspect money laundering, terrorist financing, fraud, or any other financial crime;

1.18.5. If your credit or debit card or any other valid payment method linked to your USD Wallet or Digital Asset Wallet is declined;

1.18.6. Use of your Coinbase Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Coinbase Account activity; or

1.18.7. You have insufficient USD in your USD Wallet or Supported Digital Assets in your Digital Asset Wallet to cover the Total Transaction Price of a relevant Card Transaction.

If Card Transactions, your Card use and/or any or all Coinbase Services are restricted, suspended or terminated in this way, we will (unless it would be unlawful for us to do so), provide you with notice of our actions and the reasons for refusal, restriction, suspension, or termination where appropriate, with the procedure for correcting any factual errors that led to the refusal, suspension or termination. In the event that we decline a card transaction and/or restrict, suspend, or terminate your use of the Card and any/or any or all Coinbase Services, we will reinstate the Card Transaction and/or lift the restriction, suspension, or termination as soon as reasonably practicable once the reasons for decline and/or restriction, suspension, or termination cease to exist.

1.19. These Coinbase Card Terms and the Cardholder Agreement. In the event of a conflict between this User Agreement, including these Coinbase Card Terms and the Cardholder Agreement, the provisions of the Cardholder Agreement shall prevail.

1.20. Coinbase Liability. This section operates in addition to any limitation of liability expressed elsewhere in this User Agreement.

1.20.1. Coinbase will not be liable to you for any loss arising from:

1.20.1.1. A merchant refusing to accept a Card;

1.20.1.2. Any breach by Coinbase of the User Agreement due to abnormal or unforeseen circumstances beyond Coinbase's reasonable control, which would have been unavoidable despite Coinbase's efforts to stop it;

1.20.1.3. Pathward restricting, suspending, or terminating a Card or refusing to issue or replace a Card in accordance with these Coinbase Card Terms;

1.20.1.4. Pathward declining a Card Transaction that you make or attempt to make using a Card;

1.20.1.5. Coinbase restricting, suspending, or terminating your USD Wallet, Digital Asset Wallet, or any related Coinbase Services; or

1.20.1.6. Coinbase's compliance with any applicable laws and regulations.

1.20.2. Coinbase will not be liable for the goods or services that you purchase from a merchant using a Card.

1.20.3. Where a Card is faulty, Coinbase's liability shall be limited to assisting with the replacement of the Card.

2. USDC Rewards

USDC IS NOT LEGAL TENDER. USDC IS A SUPPORTED DIGITAL ASSET AND COINBASE HAS NO RIGHT TO USE ANY USDC IN YOUR COINBASE ACCOUNT. COINBASE IS NOT A DEPOSITORY INSTITUTION, AND YOUR USDC WALLET IS NOT A DEPOSIT ACCOUNT.

1.1. Eligibility. If you are [eligible](#), you can earn rewards for holding USDC in your Coinbase Account. So long as you hold at least \$1 of USDC in your Coinbase Account, you will automatically earn amounts of USDC as described below in the "Calculation" section ("**USDC Rewards**"). If at any time you do not hold at least \$1 of USDC in your Coinbase Account, your enrollment in USDC Rewards will be paused until such time that you do hold at least \$1 of USDC in your Coinbase Account. During such period you will retain all USDC Rewards previously accrued but not yet distributed. Such accrued rewards will be distributed as described below in the "Calculation" section. If at any time you are deemed [ineligible](#), your enrollment in USDC Rewards will be similarly paused. You can opt-out of, or back into, USDC Rewards at any time by following the instructions [here](#). If you opt-out of USDC Rewards or close your Coinbase Account, you will forfeit the rewards you have accrued (that are not yet distributed for the current calendar month) up to that time. USDC held on Coinbase Pro is not eligible for USDC Rewards.

1.2. Calculation. Rewards are earned on a daily basis in the form of USDC at the then current **USDC Rewards Rate**. Our current **USDC Rewards Rate** can be found [here](#). Our current **USDC Rewards Annual Percentage Yield**, which includes the effect of monthly compounding, can be found [here](#) and [here](#). Rewards earned in a particular month are airdropped into your Coinbase USDC wallet within five (5) business days after the start of the next calendar month. USDC Rewards distributed to you are rounded-down to the nearest sixth decimal place. We use the **Daily Balance Method** to determine the rewards you earn for a particular day, using your average balance of USDC on that specific day as that day's balance. The rate used to determine rewards earned for a particular day is the then current **USDC Rewards Rate** divided by 365.

1.3. Changes. We reserve the right to change the **USDC Rewards Rate Annual Percentage Yield** at any time by notification [here](#) and [here](#) and by other reasonable means of notice (including e-mail). Unless otherwise stated in the notice, no change will be effective until the first day of the calendar month after such notice is made. We reserve the right to add, change, or delete any provision of these terms and to terminate the USDC rewards program, or your participation in the program, at any time upon notice made in the same manner.

1.4. Definitions.

"USDC Rewards Rate" means the annual rate of rewards earned on a USDC wallet, which does not reflect compounding. The current USDC Rewards Rate can be found [here](#).

"USDC Rewards Annual Percentage Yield" or "APY" means the percentage rate reflecting the total amount of USDC Rewards earned, based on the then current USDC Rewards Rate and end of month compounding for a 365-day period. The current USDC Rewards Annual Percentage Yield can be found [here](#) and [here](#).

"Daily Balance Method" means the application of the daily periodic rate (derived from the APY) to the calendar day average of USDC held in your USDC wallet each day.

3. Staking Services

When you hold Supported Digital Assets on Coinbase you may be given the option to "stake" these assets in a third party proof of stake network via staking services provided by Coinbase or an affiliate (including a third party validator operator). Please visit our [staking information page](#) for further details on how proof of stake works. Staking services are not available for Supported Digital Assets held on Coinbase Pro.

1.1. Staking Services Are Optional and Do Not Affect Ownership. Staking services may be available for some or all of your Supported Digital Assets. YOU ARE NOT REQUIRED TO STAKE WITH COINBASE AND YOU CAN REQUEST TO UNSTAKE AT ANY TIME. FOR MORE INFORMATION VISIT THE [HELP CENTER](#). If you choose to stake, Coinbase will perform blockchain operations involving your digital assets as described below. This instruction to stake your digital assets does not affect the ownership of your digital assets in any way. For the avoidance of doubt, the provisions for Digital Asset Custody and Title described in Section 2.7 above apply whether or not a digital asset is staked.

1.2. The Service; Rewards; Commission; Limitations. If you stake your assets with us, Coinbase, or one of its affiliates, will facilitate the staking of those assets on your behalf by acting as a transaction validator on the applicable network for the Supported Digital Asset you stake. Depending on the protocol, there may be a delay before your assets are eligible to participate in the transaction validation process and earn rewards. If Coinbase

or an affiliate successfully performs a validation task in that Supported Digital Asset, you may earn a reward granted by that Supported Digital Asset's network. Rewards are determined by the protocols of the [applicable network](#). If the applicable network distributes any rewards in unstaked form, Coinbase will use commercially reasonable efforts to restake those rewards. You may request to unstake your accrued rewards at any time as described in Section 1.4 below. Rewards will be credited to your account by taking into account the amount of your principal and previously accrued rewards that remain staked with Coinbase. Coinbase will credit your account for any earned rewards after receipt by Coinbase, minus a commission. The current commission for each staking asset can be found in the [Help Center](#). Coinbase may change these published commissions at any time, including after your assets have been staked. In addition, Coinbase One members may have the opportunity to opt-in to lower commissions for certain assets, meaning opted-in Coinbase One members will have access to higher net reward rates for those assets ("Boosted Staking Rewards"). Coinbase may also offer lower commissions for certain assets on a promotional basis, and these promotional commissions may differ among Coinbase users. You will be notified if you receive a promotional commission offer.

1.3. Slashing. Some Digital Asset networks subject staked assets to "slashing" if the transaction validator representing those assets incorrectly validates a transaction. Coinbase will use commercially reasonable efforts to prevent any staked assets from slashing; however, in the event they are, Coinbase will replace your assets so long as such penalties are not a result of: (i) protocol-level failures caused by bugs, maintenance, upgrades, or general failure; (ii) your acts or omissions; (iii) acts or omissions of any third party service provider; (iv) a force majeure event as defined in Section 9.6 of the User Agreement; (v) acts by a hacker or other malicious actor; or (vi) any other events outside of Coinbase's reasonable control.

1.4. Protocol Lockups and Unstaking. Some Digital Asset networks require that a certain amount of staked assets be locked (restricted from sale or transfer) for a period of time while staking. You will need to request for your staked assets to be unstaked before they can be sold or transferred. When you request to unstake, Coinbase will take blockchain operations on your behalf to wind-down your assets' participation in the validation process of the relevant protocol. These blockchain operations may take up to 48 hours to complete, in addition to any applicable protocol unstaking period. Depending on the protocol, you may or may not receive staking rewards during the unstaking process. Expected unstaking periods are estimates only. We will notify you when the unstaking process is complete.

1.5. No Guarantee of Rewards. You have no right to a reward until it is received by Coinbase. Rewards will be distributed to your account promptly after they are received by Coinbase, except that Boosted Staking Rewards will be distributed in the month after they are received by Coinbase, within the first 5 business days of the month. Unless otherwise specified, the "staking rewards rate" disclosed by Coinbase for a particular Supported Digital Asset is an annualized historical rate based on the staking rewards generated by Coinbase in providing staking services to Coinbase customers for that Supported Digital Asset, minus our commission. This rate is an estimate and may change over time. COINBASE DOES NOT GUARANTEE THAT YOU WILL RECEIVE ANY STAKING REWARDS, INCLUDING THE STAKING REWARDS RATES OR BOOSTED STAKING REWARDS.

1.6. Eligibility. Users who wish to stake through Coinbase must meet certain eligibility requirements, as set forth [here](#). These requirements are subject to change.

1.7. Ethereum Staking and Wrapping. In some jurisdictions, you may choose to obtain the ability to sell, send, spend, or otherwise use your staked ETH by selecting, at your sole discretion, to wrap into a token that represents the ETH that you have staked plus associated rewards. This service is not available everywhere, and additional eligibility requirements may apply. By electing to wrap your staked ETH plus any associated rewards balance into the Coinbase Wrapped Staked ETH known as "cbETH" you understand and agree that:

(a) Once wrapped, you cannot redeem your staked ETH or claim any associated rewards except as described in Section 1.8 below.

(b) cbETH represents ownership of ETH staked with Coinbase in accordance with this Appendix (including any associated rewards and minus any Coinbase fees and slashing penalties). By wrapping staked ETH as cbETH, you remain entitled to all of the economic value, risk, and rewards of the staked ETH.

(c) Selling or otherwise transferring cbETH automatically transfers ownership of the staked ETH and the right to redeem described in Section 1.8 below, and entitles the recipient to the attendant economic value, risk, and rewards of the staked ETH, subject to the terms of this Agreement.

(d) Staked ETH and associated rewards that have been wrapped as cbETH are held by Coinbase on behalf of holders of cbETH, and ownership of these assets shall not transfer to Coinbase. Section 2.7 of this Agreement shall apply to staked ETH and associated rewards held on behalf of cbETH holders to the same extent as staked

ETH held by Coinbase on behalf of Coinbase customers.

(e) cbETH is an ERC-20 token and may be compatible with protocols or other software or technology provided by third parties.

(f) The staked ETH held by Coinbase on behalf of cbETH holders are subject to the risk of slashing described in 1.3 above. Depending on when you began staking ETH with Coinbase, you may lose certain slashing protection by wrapping your staked ETH.

In addition, you understand, agree and accept the following **risks** associated with electing to wrap into cbETH:

(g) Coinbase does not guarantee the value of your staked ETH principal or associated rewards.

(h) Coinbase is not responsible for any decrease in the value of your staked ETH principal or associated rewards.

(i) The price of cbETH could diverge from the price of ETH or staked ETH because of market fluctuations, which may be affected by the actions or inactions of market makers or other market participants who receive loans or other incentives to purchase cbETH.

(j) Coinbase does not guarantee that wrapping staked ETH will result in a successful exchange or sale of cbETH, and Coinbase will not backstop or otherwise intervene to guarantee cbETH liquidity.

(k) Coinbase does not guarantee the security or functionality of any third-party protocol, software or technology intended to be compatible with cbETH and is not responsible for any losses of cbETH due to the failure of third-party protocol, software or technology.

(l) As with the protocols for other Digital Assets, Coinbase does not own or control the underlying Ethereum protocol which governs the operation of cbETH. Accordingly, cbETH is subject to Section 2.6 of this User Agreement, like other Digital Assets.

(m) As with other Digital Assets, cbETH could be impacted by one or more regulatory actions, which could impede or limit the services we can provide with respect to cbETH.

1.8. Unwrapping/Redemption of cbETH

(a) If you hold cbETH in your Coinbase Account and satisfy eligibility requirements, you may instruct Coinbase to “unwrap” your cbETH, thereby redeeming your cbETH for staked ETH plus any associated rewards and minus any Coinbase fees and slashing penalties. Staked ETH and any associated rewards will remain locked until you request unstaking and the protocol unstaking process is completed as described in Section 1.4 above.

(b) To unwrap cbETH, you will need to be a Coinbase customer with a Coinbase Account in good standing and be eligible to stake ETH as described above. Additional geographic restrictions may apply, and eligibility is subject to change. Requests to unwrap cbETH may not be processed immediately.

4. Advanced Trading

Coinbase offers, and eligible users may access, an order book for various Supported Digital Asset and Fiat Currency trading pairs (each an “**Order Book**”) on the Coinbase Site (“**Advanced Trading**”). See your Coinbase Account to see what Order Books are available within Advanced Trading. Coinbase does not offer Advanced Trading to customers in all jurisdictions. By accessing Advanced Trading or the Coinbase API for Advanced Trading, you accept and agree to be bound by the [Trading Rules](#).

1.1. Trading Fees. By placing an order on Advanced Trading, you agree to pay all applicable fees and authorize Coinbase to automatically deduct fees directly from your account. Trading Fees are set forth in the Trading Rules and are available at https://www.coinbase.com/legal/trading_rules.

1.2. Withdrawal Fees. Coinbase may charge a fee on certain Fiat Currency deposit or withdrawal methods (e.g. bank wire). **DEPOSITS AND WITHDRAWALS MAY BE SUBJECT TO LIMITS.**

1.3. Trading Account Use. You may not sell, lease, furnish, or otherwise permit or provide access to your Trading Account to any other entity or to any individual that is not your employee or agent. You accept full responsibility for your employees' or agents' use of Advanced Trading, whether such use is directly through Coinbase or by other means, such as those facilitated through API keys, and/or applications which you may authorize. You understand and agree that you are responsible for any and all orders, trades, and other instructions entered into Advanced Trading including identifiers, permissions, passwords, and security codes associated with your Coinbase Account.

1.4. Suspension and Cancellation. In the event that your Coinbase Account is suspended or terminated, we will immediately cancel all open orders associated with your account, block all withdrawals and bar the placing of further orders until resolution or account cancellation.

5. Coinbase One

1. Coinbase One Subscription. Eligible Users may sign up for Coinbase One which is an automatically renewing

subscription requiring recurring payments. A Coinbase One subscription grants you the following benefits:

1.1. A waiver of Coinbase fees for buying, selling, and converting Digital Assets on the Coinbase platform (which does *not* include Coinbase Pro's order matching platform and Coinbase's Advanced Trading platform), provided that a spread in the price is still included in all buys, sells, and conversion of Digital Assets on the Coinbase trading platform ([learn more about fees here](#)). A limit to the total amount of fees eligible for waiver may apply, please see details in your subscription management for the most up to date information about fees and limits;

1.2. A dedicated customer support line available twenty four (24) hours a day, seven (7) days a week, three-hundred and sixty five (365) days a year;

1.3. Coinbase Account Protection as detailed in paragraph 3 below. Coinbase may modify or suspend this program at any time upon notice.

2. Subscription Fees and Billing. We will bill you in advance for your subscription. We will deduct the subscription fee at the start of your subscription and on an on-going basis the day immediately following the end of your prior subscription billing period unless and until you cancel your subscription, your account is otherwise suspended or terminated pursuant to the Agreement, or Coinbase One is suspended or terminated. The length of your billing period will depend on the type of subscription that you select when you signed up for your Coinbase One subscription (e.g. monthly, annually, or other). Visit the "subscription management" within your account settings to view your next billing date.

2.1. By choosing your debit card, bank account, USD Wallet, or Digital Assets as your primary payment method, you authorize us to deduct the subscription fee from that payment method, including applicable taxes in U.S. dollars. You also agree that, in the event your primary payment method fails, you authorize us to deduct the subscription fee, including applicable taxes, from any other payment method you have on file, including any bank account, debit card, USD Wallet, or Digital Assets connected to your account. When using Digital Assets as your primary payment method or as a backup payment method, you agree that you are instructing Coinbase to use your Digital Assets to pay your subscription fee, either by (1) directly spending (at the prevailing trading rates on Coinbase's trading platform) an amount of your Digital Assets sufficient to pay your subscription fee; or (2) selling (at the prevailing trading rates on Coinbase's trading platform) an amount of your Digital Assets sufficient to pay your subscription fee and then using the proceeds from the sale to pay your subscription fee. You acknowledge that the sale of Digital Assets is subject to Section 6.8 ("Taxes") of the User Agreement.

2.2. We reserve the right to change the terms of your subscription, including the fees, from time to time, effective as of the beginning of your next billing period following the date of the change. We will give you advance notice of any increased fees, increased liability, fewer types of available transfers, or stricter limitations on the frequency or dollar amount of transfers regarding your Coinbase One subscription at least twenty-one (21) days before the effective date of such change. We will give you advance notice of any change in the payment amount from the previous payment, and the date of the next payment, at least ten (10) calendar days in advance of the next payment by e-mail to your primary e-mail address saved in your Coinbase Account. If you do not wish to accept a change to the price of your subscription, you may cancel your subscription as described in paragraph 5 below.

2.3. If you sign up for an annual plan, we will notify you of the renewal date via e-mail thirty (30) days prior to the date of renewal.

2.4. If your payment methods fail, we will provide you with a three (3) day grace period to make payment before we terminate your subscription.

2.5. You agree that: (a) you have read, understand and agree to the terms in this Agreement, and that this Agreement constitutes a "writing signed by you" under any applicable law or regulation; (b) you consent to the electronic delivery of the disclosures contained in this Agreement; (c) you authorize us to make any inquiries we consider necessary to validate any dispute involving your payment; and (d) you authorize us to initiate one or more ACH debit entries (withdrawals), and you authorize the financial institution that holds your bank account to deduct such payments, in the amounts and frequency designated in your then-current subscription payment plan.

3. Coinbase Account Protection. With an active Coinbase One subscription, you may be eligible to receive a one-time reimbursement for up to \$1,000,000 (U.S. Dollars) of actual losses (or the U.S. Dollar equivalent thereof, in the case such losses were in the form of Digital Currency) that you sustain due to a compromise of your Coinbase Account login credentials resulting from a vulnerability or other deficiency in Coinbase's systems and/or security protocols (the "**Coinbase Account Protection**"). The Coinbase Account Protection is subject to the terms and conditions set forth in this [Paragraph 3] (the "**Coinbase Account Protection Warranty Terms**"), which apply in addition to the terms of the Agreement and any other terms and policies set forth on the

Coinbase Site.

3.1. Eligibility. In order to be eligible to receive reimbursement under the Coinbase Account Protection, you must satisfy the following conditions:

3.1.1. You must have an active Coinbase One subscription at the time the losses for which you are submitting a request for reimbursement under the Coinbase Account Protection (the “**Reimbursable Losses**”) were sustained;

3.1.2. Your Coinbase Account must have been open for at least thirty (30) calendar days prior to the date on which you sustained the Reimbursable Losses;

3.1.3. You must have successfully completed all steps in the [photo identity verification process](#) prior to the date on which you sustained the Reimbursable Losses;

3.1.4. 2-factor authentication with either an authenticator application (e.g., Duo or Google Authenticator), security key (e.g., Yubikey) or push notification through the Coinbase mobile application must have been enabled on your Coinbase Account at the time you sustained the Reimbursable Losses. **2-factor authentication via SMS is not sufficient to be eligible for coverage under the Coinbase Account Protection;**

3.1.5. You must file your request for reimbursement of Reimbursable Losses with Coinbase within ninety (90) days of the date on which you sustained the Reimbursable Losses;

3.1.6. You must promptly file a police report with your local police department in connection with the Reimbursable Losses, and provide a copy of such report to Coinbase;

3.1.7. You must not have previously received a reimbursement for losses under the Coinbase Account Protection;

3.1.8. Your Coinbase Account must be in good standing;

3.1.9. You will not be eligible for reimbursement under the Coinbase Account Protection if you previously falsely reported to Coinbase that your Coinbase Account had been compromised; and

3.1.10. You will not be eligible for reimbursement under the Coinbase Account Protection if you engage in unreasonable, offensive or dishonest behavior in communicating with Coinbase about a request you’ve made for reimbursement under the Coinbase Account Protection (e.g., contacting Coinbase employees outside of official customer support channels, or using abusive language when communicating with Coinbase employees).

3.1.11. As explained in Section 2 above, to the extent your USD is held as cash, the balance of your USD Wallet is maintained in pooled custodial accounts at one or more banks insured by the FDIC. Our custodial accounts have been established in a manner to make available pass-through FDIC insurance available up to the per-depositor coverage limit then in place (currently \$250,000 per individual). Availability of pass-through FDIC insurance is contingent upon Coinbase having correct information about you as a customer, maintaining accurate records, and on determination by the FDIC as receiver, at the time of a receivership of a bank holding a custodial account. The current list of the insured depository institutions at which Coinbase may deposit customer funds is located [here](#). Coinbase is not an FDIC-insured bank.

3.2. What is Not Covered.

3.2.1. The Coinbase Account Protection does not cover reimbursement for any loss of funds held outside of your Coinbase Account, including without limitation in Coinbase Custody, Coinbase Wallet, or non-custodial wallets connected to Coinbase Commerce.

3.2.2. The Coinbase Account Protection does not cover reimbursement of funds that you voluntarily sent to a third party in connection with an investment scam or otherwise, or if you mistakenly bought Digital Currency or sent Digital Currency to the wrong addressee.

3.2.3. The Coinbase Account Protection does not cover reimbursement for any losses that you sustain as the result of your knowingly and voluntarily participating in fraudulent activity.

3.2.4. The Coinbase Account Protection does not cover reimbursement for any losses that were the result of a security vulnerability or other technical deficiency in your computer, mobile device or security key.

3.2.5. The Coinbase Account Protection does not cover reimbursement for any losses that were the result of an event or action that you were aware could result in compromise of your account security, if you failed to promptly notify Coinbase of such occurrence in accordance with Section 6.2 (Security Breach) of the Agreement. Examples of such occurrences include, without limitation, if you lose your security key or API key, if you grant a third party remote access to your account, or if you provide your Coinbase Account login credentials and/or 2-factor authentication codes to a third party.

3.2.6. You agree that any amounts payable to you under the Coinbase Account Protection will be reduced by any amounts you are able to recover or have already recovered for the applicable Reimbursable Losses from a source other than the Coinbase Account Protection, including without limitation, any amounts received under an insurance policy, warranty, guarantee or indemnity.

3.3. Process for Requesting Reimbursement. In order to request reimbursement under the Coinbase Account Protection, please contact us via the Coinbase Help Center to lock your Coinbase Account and report that someone gained unauthorized access to your Coinbase account and withdrew your funds without your permission. After you've provided sufficient details about the incident, Coinbase will investigate your case and determine whether you are eligible to receive reimbursement of up to \$1,000,000 (U.S. Dollars) (or the U.S. Dollar equivalent of Digital Currency, as the case may be) in Reimbursable Losses under the Coinbase Account Protection. If Coinbase determines that you are eligible for reimbursement under the Coinbase Account Protection, Coinbase will provide you with a one-time payment equal to the lesser of: (i) the actual amount of funds or Digital Currency, as the case may be, that were improperly removed from your Coinbase Account as a result of the compromise of your Coinbase Account login credentials as a result of a vulnerability or other deficiency in Coinbase's systems and/or security protocols; and (ii) \$1,000,000 (U.S. Dollars) (or the U.S. Dollar equivalent of Digital Currency, as the case may be). If your Reimbursable Losses are in the form of Digital Currency, the foregoing limit will be calculated based on the U.S. Dollar value of the applicable Digital Currency as of the date and time at which Coinbase approves your reimbursement request under the Coinbase Account Protection. You will be required to provide reasonable cooperation to Coinbase in connection with our investigation of your case, and you must not take any actions that interfere with or otherwise impede our investigation. Eligibility, determination of the amount of any Reimbursable Losses, and any interpretation of these Coinbase Account Protection Warranty Terms will be determined by Coinbase in its sole discretion. Coinbase may condition reimbursement under the Coinbase Account Protection on execution of a definitive settlement agreement, including a release of claims against Coinbase, its officers, directors, employees, contractors, agents, and affiliates and any other applicable parties and an obligation to keep confidential the reimbursement amount and circumstances. Coinbase reserves the right to subrogate against any person or entity with respect to your claim for Reimbursable Losses. You hereby agree that in connection with any reimbursement made under the Coinbase Account Protection, you will cooperate fully with Coinbase in its efforts at subrogation.

3.4. Other Terms. In the event of a conflict between these Coinbase Account Protection Warranty Terms and anything else in the Agreement, these Coinbase Account Protection Warranty Terms will govern. Notwithstanding the foregoing, you are still primarily responsible for ensuring the security of your Coinbase Account, and if you suspect that you have been the victim of a Security Breach, you must notify Coinbase Support as soon as possible in accordance with Section 6.2 of the Agreement. **The Coinbase Account Protection is not an insurance policy. To the extent you require protection beyond the Coinbase Account Protection, we strongly encourage you to purchase an insurance policy or other protection that provides coverage for unforeseen events that may result in the loss of funds held in your Coinbase Account.**

3.5. Amendment; Termination. Except as prohibited by law, Coinbase may terminate the Coinbase Account Protection at any time, and such termination will apply to incidents occurring after the effective date of the termination. In addition, except in the case of a suit filed to enforce these Coinbase Account Protection Warranty Terms, you acknowledge and agree that no benefits will be made available to you under the Coinbase Account Protection in the event you initiate any action, suit or claim against Coinbase, or its officers, directors, employees, contractors, agents, or affiliates, concerning a claim otherwise subject to reimbursement under these Coinbase Account Protection Warranty Terms.

3.6. No Waiver. Coinbase's failure to enforce any right or provision of these Coinbase Account Protection Warranty Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Coinbase.

3.7. Disclaimers, Limitation of Liability, Arbitration. You acknowledge and agree that any claims arising from or in relation to the Coinbase Account Protection or these Coinbase Account Protection Warranty Terms are subject to the Agreement, including the No Warranty disclaimer and (except for Coinbase's obligation to pay amounts pursuant to an approved reimbursement request made under the Coinbase Account Protection) the Limitations of Liability set forth in Section 9.3 of the Agreement. You further acknowledge and agree that any dispute or claim relating in any way to the Coinbase Account Protection will be adjudicated in accordance with Section 8 of the Agreement.

4. Promotional Free Trial. Coinbase and/or third parties on behalf of Coinbase may offer some users a free trial or other promotional subscriptions to Coinbase One. Such trial or promotional subscriptions are subject to the terms in this Agreement. Only one trial or promotional subscription is available per user. Free trial eligibility is

determined by Coinbase at its sole discretion and we may limit such eligibility or duration to prevent free trial abuse. Certain limitations may exist with respect to combining a free trial with any other offers. For some trials or promotional subscriptions, we require you to provide your payment details to start the trial or promotional subscription. You will not receive a notice from Coinbase that your free trial has ended. BY PROVIDING PAYMENT DETAILS YOU AGREE THAT AT THE END OF YOUR APPLICABLE FREE TRIAL OR PROMOTIONAL SUBSCRIPTION PERIOD, YOUR COINBASE ONE SUBSCRIPTION WILL AUTOMATICALLY RENEW AND YOU WILL BE CHARGED THE SUBSCRIPTION FEE STATED IN YOUR OFFER AT THE BEGINNING OF EACH BILLING CYCLE UNTIL YOU CANCEL YOUR SUBSCRIPTION. To avoid charges to your payment method, you must cancel your free trial at least 48 hours before your next billing date in your account settings as described in paragraph 5 (“Cancellation”) below. If you are within 48 hours of your next billing date, contact customer support to cancel.

5. Cancellation. You can cancel your subscription at any time through your account settings and clicking “subscription management” using a web browser or in the app. If you cancel your subscription, the cancellation will go into effect at the end of your current subscription period. You will have continued access to your subscription for the remainder of your paid subscription period. You must cancel your subscription [at least one (1) day] before it renews to avoid paying the subscription fees for the next subscription period. If you cancel, modify your subscription, or if your account is otherwise terminated under this Agreement, you will not receive a credit, including for partially used periods of the subscription service.

6. No Transfer or Assignments & Cancellations by Coinbase. Your Coinbase One subscription cannot be transferred or assigned. Coinbase reserves the right to accept, refuse, suspend, or cancel your subscription at any time in its sole discretion. If Coinbase cancels your subscription, you will receive a refund of your subscription fee on a pro rata basis calculated from the end of the month during which your subscription was canceled, unless Coinbase terminates your account or your subscription because it determines, in its sole discretion, that your actions or your use of the Services violates the Agreement or has harmed another User.

7. Acknowledgement of Risk. By signing up for Coinbase One, you understand that Coinbase is not making a recommendation to make a specific investment, trade, or to use any specific investment strategy. Coinbase does not provide any investment, legal, or tax advice.

6. Direct Deposit

1. Direct Deposit. If you are eligible for our Direct Deposit feature (“**Direct Deposit**”), and we have verified your required identifying information, you may arrange to have all or part of your paycheck or any eligible federal or state government benefit or payment (e.g., federal or state tax refunds or Social Security payments) transferred into your Coinbase Account by your employer or government payer, as applicable. You may select whether you want such funds to be transferred into your Coinbase Account as U.S. Dollars or a Supported Digital Asset available for Direct Deposit. Not all Supported Digital Assets may be available for Direct Deposit.

2. Direct Deposit Enrollment. You can enroll by using our automated feature which links directly to your payroll provider or you can provide your employer, payroll provider or the government payer with the account and routing numbers we provide to you. We will also provide you with a direct deposit form that you may give to your employer via PDF file that can be saved or emailed to your personal email address or your human resources or payroll department. The account and routing numbers we provide to you do not represent a bank account on your behalf. Upon enrollment, you must select the amount of your paycheck you would like deposited to your Coinbase Account and select the Supported Digital Asset you would like the amount deposited or converted to. We do not charge any Coinbase fees to set up or maintain Direct Deposit but we include a spread to convert your Direct Deposit funds to a Supported Digital Asset (see [pricing and fee disclosures](#) for more information). You are responsible for any fees associated with subsequent conversion or transfer of Supported Digital Assets. Coinbase does not make any representations about your employment status by enrollment in Direct Deposit.

3. Coinbase Card. In order to use Direct Deposit, you must have a Coinbase Card. The Coinbase Card is governed by the Cardholder Agreement with Pathward and this User Agreement (see Section 1 of this Appendix for Coinbase Card Terms which details how to use the Coinbase Card and the fees that apply for USD and Digital Currency transactions). If you do not already have a Coinbase Card, as part of the Direct Deposit application and enrollment process, you will automatically be considered for, and if approved, granted a Coinbase Card at no cost to you. The Coinbase Card is a debit card linked to your Digital Currency Wallet and USD Wallet.

4. Transfer Limits. You may not deposit more than \$25,000 per day using Direct Deposit. We reserve the right to accept, reject or limit transfers via Direct Deposit in our and Pathward’s sole discretion.

5. Funds Availability and Conversion. Funds added to your account via Direct Deposit are transferred to and

held by Pathward, and subsequently are transferred to your Coinbase Account. The availability of your Direct Deposit funds is subject to the timing of your payer's funding processes. Funds transferred via Direct Deposit will typically be available 3-5 business days (excluding Federal holidays) from the day your payer initiated the deposit, or sometimes sooner. Because we do not receive funds via Direct Deposit instantly, there will be some delay between the payment being initiated by the payer and the payment arriving in your Coinbase Account. There may also be a delay depending on the third party payroll provider.

We and Pathward may offer early access to Direct Deposit funds to eligible customers based on a determination of eligibility by Pathward. Early access to Direct Deposit funds will allow you to access your paycheck funds up to two (2) days prior to the date of your regularly scheduled Direct Deposit ("Early Pay Period"). Early access to Direct Deposit funds is not a loan, nor are you selling or assigning the right to your paycheck to us or Pathward. To be eligible for early access to Direct Deposit funds, you must meet the requirements set forth in this Agreement and your paycheck must not be subject to reduction in whole or in part by reason of a lien, levy, garnishment, encumbrance, judgment, assignment, or sale to a third-party. Some direct deposits may not be eligible for early access (e.g., your payer did not initiate the deposit early enough). We do not charge any Coinbase fees to access funds during the Early Pay Period Direct Deposit but we include a spread to convert your Direct Deposit funds to a Supported Digital Asset (see [pricing and fee disclosures](#) for more information). Subject to applicable law, in the unlikely event that you access funds during the Early Pay Period and Pathward fails to receive such Direct Deposit funds on the date of your regularly scheduled Direct Deposit for any reason including but not limited to an ACH network outage, we will instruct Pathward to attempt, and you hereby authorize Pathward, to collect the corresponding amount and any applicable fees from your next Direct Deposit. Pathward may also exercise any rights it has under your Cardholder Agreement to recover negative balances. In addition, we will attempt, and you hereby authorize us, to collect the corresponding amount and any applicable fees from any other Coinbase Service that you obtain from us, including but not limited to any USD or Supported Digital Assets you hold today, or in the future, in any USD Wallet, Digital Asset Wallet, or in connection with any other Coinbase Services.

If you elect to receive your Direct Deposit funds in the form of a Supported Digital Asset, then upon confirmation from Pathward that your funds have arrived or are due to arrive, we will convert your funds from USD to your selected Supported Digital Asset at the Exchange Rate at the time of such conversion and deposit into your Coinbase Account. You understand that your acquired Supported Digital Assets are exposed to exchange rate risk such that your Supported Digital Asset holdings may either appreciate or depreciate in value relative to USD.

6. Cancellation of Direct Deposit. If you wish to cancel Direct Deposits, change your deposit allocation to 0% within your Coinbase Account management settings.

7. Transaction History. You may review your transaction history on the Coinbase Site to verify that each Direct Deposit has been received.

8. Personal Information. If you enroll in Direct Deposit, you will be required to provide certain personal information. You agree that we may share personal information you previously provided to us under our [Privacy Policy](#) to verify your identity or address, with Pathward, and with service providers acting on our behalf or on Pathward's behalf solely to verify your identity or address, and/or to manage risk as required under applicable law. Personal information shared with Pathward will be treated in accordance with its [Privacy Policy](#). Personal information that you direct us to share with a third-party for purposes of obtaining certain functionality in Direct Deposit will be treated in accordance with the third-party's privacy policy, and Coinbase is not liable for any damages, losses, or liability associated with the third-party's services or use, transfer, or storage of your personal information. If you do not provide this information, or if Pathward is unable to verify your identity or address with the information provided by Coinbase, you may not be enrolled in Direct Deposit.

9. Termination. We reserve the right to refuse to facilitate the processing of your application through Pathward or terminate your access to Direct Deposit, including the ability to access Direct Deposit funds early, for any reason.

10. Representations and Warranties. In order to assist in the prevention of fraud you represent and warrant the following in connection with your Direct Deposit:

10.1. In connection with tax refunds (i) the name and Social Security Number associated with each refund payment will match the name and Social Security Number associated with your Coinbase Account; and (ii) in the case of joint tax returns, the name of the first person listed in the tax return and their Social Security Number associated with the refund payment will match the name and Social Security Number of the Coinbase Account holder.

10.2. In connection with other federal payments, the name and Social Security Number associated with each payment will match the name or Social Security Number associated with your Coinbase Account.

7. Coinbase Pro

1.1. Access to Coinbase Pro. Eligible users may establish an account at Coinbase Pro (at pro.coinbase.com), an order book exchange platform for Supported Digital Assets. Coinbase does not offer Coinbase Pro to customers in all jurisdictions. This Section applies to you if you access Coinbase Pro.

1.2. Order Books. Coinbase Pro offers an order book for various Supported Digital Assets and Fiat Currency trading pairs (each an “**Order Book**”). Refer to your Coinbase Pro account to determine which Order Books are available to you.

1.3. Your Coinbase Pro Account. Your Coinbase Pro Account consists of the following:

1.3.1. A dedicated Hosted Digital Asset Wallet for each Supported Digital Asset offered on Coinbase Pro;

1.3.2. A dedicated Fiat Currency Wallet; and

1.3.3. Associated user tools, accessible at pro.coinbase.com and through Coinbase Pro API.

1.4. Deposits. You may fund your Coinbase Pro Account by depositing Supported Digital Assets and/or Fiat Currency from your basic Coinbase Account, Bank Account or an external Supported Digital Asset address into your Coinbase Pro Account. Funds in your Coinbase Pro Account can be used only to trade on Coinbase Pro.

1.5. Withdrawals. You may withdraw Supported Digital Assets from your Coinbase Pro Account by transfer to your basic Coinbase Account or to an external Digital Asset address. You may withdraw Fiat Currency from your Coinbase Pro Account to your basic Coinbase Account or directly to your Bank Account.

ALL DEPOSITS AND WITHDRAWALS MAY BE SUBJECT TO LIMITS. ALL LIMITS WILL BE DISPLAYED IN YOUR COINBASE PRO ACCOUNT.

1.6. Withdrawal Fees. Coinbase may also charge a fee on certain Fiat Currency deposit or withdrawal methods (e.g. bank wire). All such fees will be clearly displayed in your Coinbase Pro Account.

2. Trading Rules and Trading Fees

2.1. Trading Rules. By accessing Coinbase Pro through pro.coinbase.com or Coinbase Pro API, you accept and agree to be bound by the [Trading Rules](#).

2.2. Trading Fees. By placing an order on Coinbase Pro, you agree to pay all applicable fees and you authorize Coinbase to automatically deduct fees directly from your Coinbase Pro Account. Trading Fees are set forth in the Trading Rules and at pro.coinbase.com/fees.

3. General Use, Restrictions, and Cancellation

3.1. Trading Account Use. You may not sell, lease, furnish or otherwise permit or provide access to your Trading Account to any other entity or to any individual that is not your employee or agent. You accept full responsibility for your employees' or agents' use of Coinbase Pro, whether such use is directly through Coinbase Pro website or by other means, such as those facilitated through API keys, and/or applications which you may authorize. You understand and agree that you are responsible for any and all orders, trades, and other instructions entered into Coinbase Pro including identifiers, permissions, passwords, and security codes associated with your Coinbase Pro Account.

3.2. Suspension and Cancellation. In the event that your Coinbase Account is suspended or terminated, we will immediately cancel all open orders associated with your Coinbase Pro Account, block all withdrawals and bar the placing of further orders until resolution or Account cancellation.

8. Dapp Wallet, DEXes, and Decentralized Applications

1. Dapp Wallet. You may elect to use our dapp wallet (“**Dapp Wallet**”). Our Dapp Wallet allows you to access a digital asset browser and link to decentralized exchanges (“**DEXs**”) and other decentralized applications (together, “**Dapp(s)**”). The Dapp Wallet enables users to (i) store Digital Assets; (ii) access a digital asset browser and link to Dapps; (iii) view addresses and information that are part of Digital Asset networks and broadcast transactions; (iv) participate in retail DEX trades and associated DEX activity, and (iv) additional functionality as we may add from time to time.

1.1. Ownership and Control. You own and control Digital Assets held in your Dapp Wallet. As the owner of Digital Assets in your Dapp Wallet, you shall bear all risk of loss of such Digital Assets. Coinbase shall have no liability for Digital Asset fluctuations or loss associated with your use of a Dapp Wallet. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Digital Assets by sending it to a different blockchain address.

1.2. Third Party Services and Environments. The Services and Coinbase Site may provide access to or link to

third-party services, such as DEXs, and/or Dapps (“**Third Party Services**”). The Services enable you to access DEXs and/or Dapps via a Dapp browser or through a Dapp Wallet by navigating away from the Coinbase Site to the Dapp or DEX, by enabling a native frontend software link within the Coinbase Site, or by purchasing assets in the DEX environment through a Dapp Wallet. When accessing Third Party Services, you understand that you are at no time transferring your assets to us. We provide access to Third Party Services only as a convenience, do not have control over their content, do not warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products, assets, or services on or accessible from those Third Party Services (including any related websites, resources or links displayed therein). Third-party Services, such as Dapps and DEXs, may provide access to assets which have high risks of illiquidity, devaluation, lockup, or loss.

1.3. Fees. You may incur charges from third parties for use of Third Party Services. For example, you may be charged fees via a DEX or Dapp that you may access via the Coinbase Site. Third party fees are not charged by Coinbase and are not paid to Coinbase. Any Coinbase Fee charged will be designated as such, and presented before you submit your transaction.

1.4. Supported Assets. To view the Digital Assets currently supported by the Dapp Wallet, visit <https://help.coinbase.com/en/dapps/using-my-dapp-wallet> (“**Dapp Supported Assets**”). Your Dapp Wallet is intended solely for proper use of Dapp Supported Assets. ***Under no circumstances should you attempt to use your Dapp Wallet to store, send, request, or receive any assets other than Dapp Supported Assets. Coinbase assumes no responsibility in connection with any attempt to use your Dapp Wallet with Digital Assets that we do not support. You acknowledge and agree that Coinbase is not liable for any unsupported Digital Asset that is sent to a wallet address associated with your Dapp Wallet. Coinbase may in its sole discretion terminate support for any particular Digital Asset. Services and supported assets may vary by jurisdiction.***

2. Digital Asset Transfers

2.1. In General. Your Dapp Wallet enables you to send Dapp Supported Assets to, and request, receive, and store Dapp Supported Assets from, third parties. Your transfer of Dapp Supported Assets between your other Digital Asset wallets (including wallets off the Coinbase Site) and to and from third parties is a “**Dapp Wallet Asset Transfer**”. We recommend customers send a small amount of Dapp Supported Assets as a test before sending a significant amount of Dapp Supported Assets.

2.2. Pending Transactions. Once a Dapp Wallet Asset Transfer is submitted to a Digital Asset network, the transaction will be unconfirmed and remain in a pending state for a period of time sufficient to allow confirmation of the transaction by the Digital Asset network. A Dapp Wallet Asset Transfer is not complete while it is in a pending state. Pending Dapp Wallet Asset Transfers that are initiated from a Dapp Wallet will reflect a pending transaction status and are not available to you for use in the Dapp Wallet or otherwise while the transaction is pending.

2.3. Dapp Wallet Inbound Transfers. When you or a third party sends Digital Assets to a Dapp Wallet from an external wallet (“**Dapp Wallet Inbound Transfers**”), the person initiating the transaction is solely responsible for executing the transaction properly, which includes ensuring that the Digital Asset being sent is a Dapp Supported Asset that conforms to the particular wallet address to which funds are directed, including any required Destination Tag/Memo. ***By initiating a Dapp Wallet Inbound Transfer, you attest that you are transacting in a Dapp Supported Asset that conforms to the particular wallet address to which funds are directed. Coinbase incurs no obligation whatsoever with regard to unsupported Digital Assets sent to a Dapp Wallet or with regard to Dapp Supported Assets sent to an incompatible Digital Asset wallet address and/or unsupported network or blockchain. All such erroneously transmitted Digital Assets will be lost.*** Coinbase may from time to time determine types of Digital Assets that will be supported or cease to be supported. You acknowledge and agree that you may be required to pay network or miner’s fees in order for a Dapp Wallet Inbound Transfer transaction to be successful. Insufficient network fees may cause a Dapp Wallet Inbound Transfer to remain in a pending state outside of Coinbase’s control, and we are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such transactions.

2.4. Dapp Wallet Outbound Transfers. When you send Digital Assets from your Dapp Wallet to an external wallet (“**Dapp Wallet Outbound Transfers**”), such transfers are executed at your instruction. You should verify all transaction information prior to submitting instructions. Coinbase shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address, incorrect Destination Tag/Memo, or if you send your Digital Assets to an incompatible wallet. We do not guarantee the identity or value received by a recipient of a

Dapp Wallet Outbound Transfer. Dapp Asset Transfers cannot be reversed once they have been broadcast to the relevant Digital Asset network, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. Coinbase does not control the Digital Asset network and makes no guarantees that a Dapp Transfer will be confirmed by the network. We may cancel or refuse to process any pending Dapp Wallet Outbound Transfers as required by law or any court or other authority to which Coinbase is subject in any jurisdiction. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use further Coinbase Services and/or before permitting you to engage in transactions beyond certain volume limits.

3. Limitation of Liability. WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED THIRD PARTY SERVICES, THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY WEBSITES, APPLICATIONS, OR RESOURCES, INCLUDING RISK OF LOSS FOR ASSETS TRADED THROUGH SUCH THIRD-PARTY SERVICES. IN NO EVENT WILL COINBASE BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THIRD PARTY SERVICES. THIS SECTION OPERATES IN ADDITION TO ANY LIMITATION OF LIABILITY EXPRESSED ELSEWHERE IN THIS USER AGREEMENT.

9. Coinbase Verifications

“Coinbase verifications” is a service that leverages the Ethereum Attestation Service to enable the issuance of Coinbase-verified, onchain attestations against predefined schemas relating to individual Coinbase customers (each, a “**Coinbase Attestation**”). These onchain attestations may be used by eligible Coinbase customers to help establish identity and reputation when interacting with certain decentralized applications onchain. A Coinbase Attestation issued to you will be stored onchain, and therefore will be public and viewable by anyone. If you do not wish to share this personal information with others by making it publicly available onchain, do not use the Coinbase verifications service. Once a Coinbase Attestation has been issued to you, a record of the attestation may persist in the Ethereum Attestation Service even if you revoke the Coinbase Attestation through your Coinbase account.

9.1. Eligibility. In order to use the Coinbase verifications service, you must (a) have a registered Coinbase account, (b) have successfully completed identity verification on your account, and (c) be in good standing and eligible to transact on the Coinbase platform. We reserve the right to not offer the Coinbase verifications service to you at our discretion. Not in limitation of the foregoing, we may refuse to offer the Coinbase verifications service to you if the information you provided to create a Coinbase account (as described in the “Issuance” section below) is incomplete, inaccurate, or incorrect, or if you violate these terms, violate applicable law, or engage in behavior that harms our Services (for example, by engaging in fraudulent activity or attempting to circumvent our User Agreement or policies). We may also refuse to offer the Coinbase verifications service to you if your Coinbase account is subject to any type of limitation or review.

9.2. Issuance. By using the “Coinbase verifications” service and having a Coinbase Attestation issued, you acknowledge that Coinbase may use some or all of the personal information you provide to us, including the information you provided when you opened your Coinbase account and information we collect in accordance with our Privacy Policy from your usage of any Services, to issue one or more Coinbase Attestations. If you choose to have a Coinbase Attestation issued to you, you acknowledge that personal information or information derived from your personal information will be stored onchain, and therefore will be public and viewable by anyone.

You agree that all the information you provide Coinbase in order to have a Coinbase Attestation issued on your behalf is complete, accurate and correct. A Coinbase Attestation relies on the completeness, accuracy and correctness of information provided by you, which you are ultimately responsible for. A Coinbase Attestation is a representation of the underlying information about you and/or your Coinbase account as of a specific point of time, and does not necessarily reflect any subsequent changes to such information. Coinbase will assume for all intents and purposes that you own and control the private keys associated with the self-hosted wallet that you specify for receipt of any Coinbase Attestation that we issue to you, including for purposes of any tax reporting obligations that Coinbase may become subject to as a result of any reward or other value that is distributed to such self-hosted wallet in connection with such Coinbase Attestation. By using the Coinbase verifications service, you further agree that you will not transfer the Coinbase Attestation to any third party.

A Coinbase Attestation may also be based on data supplied to Coinbase by third parties, including government agencies, third party suppliers of identity verification services and others. Those third parties may change or may, due to change in laws or other reasons, change their policies or services. Therefore, we may be required to amend the provision and scope of any Coinbase Attestation and the corresponding schema, and may do so at any time at our discretion without notice.

9.3. Use. Certain decentralized applications (each, a “Dapp”) may provide you with access to their applications because you are a holder of one or more Coinbase Attestations. If you do not wish to share any of the personal information that may be contained in a Coinbase Attestation, then do not use the Coinbase verifications service. We reserve the right to modify the scope of any Coinbase Attestation and the corresponding schema at any time without notice.

Unless otherwise specified, Coinbase does not have any affiliation with any Dapp that you may gain access to by virtue of holding one or more Coinbase Attestations, and your use of any such Dapp will be subject to terms and conditions that are between you and the Dapp. Third-party service providers may offer certain products or services that leverage one or more Coinbase Attestations, for example, a “badge” or “checkmark” generated in reliance on a Coinbase Attestation. Your use of such third party products or services may be subject to your acceptance of, and compliance with, separate terms and conditions with such third parties, to which Coinbase is not a party. You acknowledge that Coinbase has no responsibility for the products or services provided by third parties.

Coinbase Attestations are non-transferrable and for your personal use only. You may not impersonate another user or entity in order to obtain a Coinbase Attestation. Purchasing, selling, lending, or renting a Coinbase Attestation is strictly prohibited. If you transfer the private keys associated with the self-hosted wallet to which a Coinbase Attestation has been issued to a third party, we reserve the right to revoke such Coinbase Attestation and take such other action with respect to your Coinbase Account as we deem appropriate and/or necessary in our sole discretion.

Any Coinbase Attestation that is issued to you is provided for informational purposes only and unless otherwise expressly specified by Coinbase, is not intended to be relied upon for any legal, compliance or contractual purpose. You acknowledge and agree that any such reliance by you will be at your own risk, and Coinbase disclaims any and all liability to you or any other third party that may result from such reliance.

Any Coinbase Attestation represents the status of your Coinbase account as of the time of issuance, and subsequent changes to the status of your Coinbase account that result in such attestation no longer being true may not be reflected immediately in the Ethereum Attestation Service. Therefore, Coinbase does not represent, warrant or guarantee that the information contained in any attestation or represented thereby is complete, accurate, or correct. Additionally, you should be aware that the specific processes that Coinbase uses to verify the identities of its customers may differ by jurisdiction.

9.4. Invalidation. We reserve the right to revoke a Coinbase Attestation that we have issued to you at our discretion, without notice. We may revoke a Coinbase Attestation if the information that was originally used to issue it is or becomes incomplete, inaccurate, or incorrect, or if you violate these terms, violate applicable law, or engage in behavior that harms our Services (for example, by engaging in fraudulent activity or attempting to circumvent our User Agreement or policies). We may also revoke a Coinbase Attestation that we have issued to you if your Coinbase account is subject to a limitation or review, or if we are required to do so in order to comply with a legal requirement or court order.

If you choose to use third party products or services that use or rely upon one or more Coinbase Attestations, like a “badge” or “checkmark”, access to such products or services may be disabled without notice.

9.5. Limitation of Liability. This section operates in addition to any limitation of liability or warranties expressed elsewhere in this User Agreement.

Coinbase is not liable for any loss, including, for example, a loss of property, profits, revenues, business opportunities, goodwill, or anticipated savings made in reliance on the Coinbase verifications service or any Coinbase Attestation issued thereunder. We are also not liable for indirect or consequential losses, nor are we liable for punitive damages. This limitation of liability extends to our officers, directors, agents, joint venturers, employees, and representatives.

If you are a resident of New Jersey, this limitation of liability is intended to apply only to the extent permitted by New Jersey law.

To the extent allowed by law, the Coinbase verifications service and any Coinbase Attestation issued thereunder are provided “as is.” No promises should be implied (including the implied warranties of merchantability, fitness

for a particular purpose, and non-infringement). For example, we don't make any warranties about the content or features of a Coinbase Attestation, including its accuracy, reliability, availability, or ability to meet your needs. Coinbase does not represent, warrant or guarantee that the information used to issue a Coinbase Attestation is complete, accurate or correct and, accordingly, we do not represent or warrant or guarantee that a Coinbase Attestation is complete, accurate or correct.

APPENDIX 5: ARBITRATION AGREEMENT

1.1. Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Coinbase agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services or of the Coinbase Site, any Communications you receive, any products sold or distributed through the Coinbase Site, the Services, or the User Agreement and prior versions of the User Agreement, including claims and disputes that arose between us before the effective date of these Terms (each, a **"Dispute"**) will be resolved by binding arbitration, rather than in court, except that: (1) you and Coinbase may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Coinbase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the User Agreement as well as claims that may arise after the termination of this User Agreement.

1.2. Waiver of Jury Trial. YOU AND COINBASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Coinbase are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

1.3. Waiver of Class and Other Non-Individualized Relief. YOU AND COINBASE AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 1.8, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 1.8 entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Coinbase agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Coinbase from participating in a class-wide settlement of claims.

1.4. Rules and Forum. The User Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Formal Complaint Process described in Section 7.2 above does not resolve satisfactorily within forty-five (45) business days after receipt of your complaint form, you and Coinbase agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("AAA"), in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the

“Request”). If you initiate the arbitration, you must provide Coinbase a copy of your Request by email at arbitration@coinbase.com or through Coinbase’s registered agent for service of process. The Request must include: (1) the name, telephone number, mailing address, email address of the party seeking arbitration, and the email addresses associated with the applicable Coinbase Account(s); (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought, including an accurate, good faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Formal Complaint Process as described above in Section 7.2 (if you are the party making the Request); and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Coinbase otherwise agree, or the Batch Arbitration process discussed in subsection 1.8 is triggered, the arbitration will be conducted in the county where you reside. Disputes involving claims, counterclaims, or requests for relief under \$25,000, not inclusive of attorneys’ fees and interest, will be conducted solely on the basis of documents you and Coinbase submit to the arbitrator. If your claim exceeds \$25,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. In any case, you and Coinbase agree that we will not request more than three depositions per side in each arbitration or Batch Arbitration proceeding. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

You and Coinbase agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

1.5. Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) business days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 1.8 is triggered, the AAA will appoint the arbitrator for each batch.

1.6. Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the Section entitled “Waiver of Class and Other Non-Individualized Relief,” including any claim that all or part of the Section entitled “Waiver of Class and Other Non-Individualized Relief” is unenforceable, illegal, void or voidable, or that such Section entitled “Waiver of Class and Other Non-Individualized Relief” has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled “Batch Arbitration,” all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled “Batch Arbitration.” The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any

court having jurisdiction. In any award of damages, the arbitrator shall abide by the "Limitation of Liability" section of this User Agreement.

1.7. Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Coinbase need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Formal Complaint Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

1.8. Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Coinbase agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Coinbase by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Coinbase. You and Coinbase agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

1.9. Modification. Notwithstanding any provision in this User Agreement to the contrary, we agree that if Coinbase makes any future material change to this Arbitration Agreement, it will notify you. Your continued use of the Coinbase Site and/or Services, including the acceptance of products and services offered on the Coinbase Site following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes.

[Account Setup](#)

[Hosted Wallet and Custodial Services](#)

[Payment Services, Purchase & Sale Transactions, and Credit Transactions](#)

[Digital Asset Transfers](#)

[Data Protection and Security](#)

[General Obligations, Taxes, Designating a Fiduciary and Termination](#)

[Customer Feedback, Queries, Complaints, and Dispute Resolution](#)

[Liabilities & Indemnification](#)

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[APPENDIX 1: Verification Procedures and Limits](#)

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[Coinbase Card](#)

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[Staking Services](#)

[Advanced Trading](#)

[Coinbase One](#)

[Direct Deposit](#)

[Coinbase Pro](#)

[Dapp Wallet, DEXes, and Decentralized Applications](#)

[Coinbase Verifications](#)

[APPENDIX 5: ARBITRATION AGREEMENT](#)



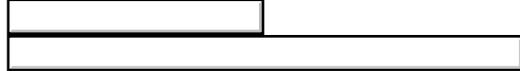
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Exhibit 4

We keep the record straight by preserving government websites, news articles, historical data, and more. If you find our archive useful, please [CHIP IN](#)

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Legal

Coinbase Global Privacy Policy

Last updated: May 2, 2023

We at Coinbase (the Coinbase entities listed in [Section 11 below](#), referred to here as “we”, “us” or “our”) respect and protect the privacy of those who explore our Services (“Users”) and Users who sign up for and access our Services (“Customers”) (together referred throughout this policy as “you” and “your”).

This Privacy Policy describes how we collect, use, and share personal information when you explore, sign up for or access our “Services”, which include the services offered on our websites, including [coinbase.com](#), [coinbase.com/exchange](#), [coinbase.com/prime](#), [custody.coinbase.com](#), [coinbase.com/cloud](#) (each a “Site” and collectively the “Sites”) or when you use the Coinbase mobile app, the Coinbase Card App, Coinbase Exchange, Coinbase Prime, Dapp Wallet, or Coinbase Custody application programming interface (“API”) or third party applications relying on such APIs (together, our “Apps”) and related services.

If you reside outside of the UK and the European Economic Area (the “EEA”), accessing and using our Services means that you accept this Privacy Policy and its terms.

It is important that you understand how we use your information. You should read this page in full, but below are the key highlights and some helpful links:

- Our goal is to simplify your crypto experience. If you do not wish for your personal information to be collected, used, or disclosed as described in this Privacy Policy, or you are under 18 years of age, you should stop accessing our Services.
- We collect and use your information in order to provide and improve our Services and your experience, protect the security and integrity of our platform, and meet our legal obligations.
 - To learn more, explore [Section 1. What Information We Collect](#) and [Section 2. How We Use Your Information](#).
- We share your information with other Coinbase companies, as well as trusted third parties and service providers, in order to offer our Services and fulfill legal requirements.
 - To learn more, explore [Section 3. How And Why We Share Your Information](#).
- We offer privacy tools for you to request access to or deletion of information we hold about you. You can use these tools by visiting your [Privacy Rights Dashboard](#). Depending on where you live, you may also have other privacy rights under law.
- If you have any questions, please contact us on our [Support Portal](#) or at dpo@coinbase.com. See [Section 9. How to Contact Us With Questions](#) for more information.

1. WHAT INFORMATION WE COLLECT

We collect the following personal information and documentation:

Information You Provide to Us

Information Category	Description
Basic Customer Information	Name, Address, Date of birth, Nationality, Country of residence, Gender, Phone number, Email Address
Supplemental Identification Information	Utility bills (for your billing address), Photographs and/or videos, Government-issued identity document, e.g. passport, driver’s license, or state identification card, Social security number, Employment information (e.g. company name), Proof of residency, including visa information
Electronic Identification (“EIDV”) Information	Biometric information generated based on photos or videos you provide in order for us to verify your identity

Institutional Information (if you are an institutional Customer)	Employer Identification number (or comparable number issued by a government), Personal identification information for all material beneficial owners of your business
Financial Information	Bank account number, Payment card primary account number ("PAN"), Trading and investment experience, Tax identification number, Income/net assets/wealth verification statements
Wallet Information	When you sign up to use our Web3 browser, self-custody, or multi-coin crypto wallet, and connect it to your Coinbase account, we collect your Wallet address and information related to integrations that you select
Preferences	The digital asset(s) you choose to be paid in through our Direct Deposit service, Settings and preferences you select in the Coinbase app
Transaction Information	Information about the transactions made on our Services, such as the name of the sender, the name of the recipient, the amount, currency preferences, payment method, date, and/or timestamp
Additional information you submit to us	<p>Communications: Survey responses, information (including call recordings) provided to our Customer Support team or User Research team</p> <p>Referral Information: Your contacts' phone or email addresses if you choose to invite friends to Coinbase (available only in certain countries outside the EEA)</p>

Information Collected Automatically

Information Category	Description
App, browser, and device information	<p>Information about the device, operating system, and browser you're using</p> <p>Other device characteristics or identifiers (e.g. plugins, the network you connect to)</p> <p>IP address</p>
Product Usage Information	<p>Activity Information: Information about what you view or click on while visiting our Sites and Apps and how you use our Services</p> <p>Diagnostic and Troubleshooting Information: Information about how our Services are performing when you use them, i.e. service-related diagnostic and performance information, including timestamps, crash data, website performance logs, and error messages or reports</p>
Information from cookies and similar technologies	See our Cookies Policy for more information

Information we obtain from Affiliates and third parties

Information Category	Description
Coinbase Group of Companies ("Affiliates")	We may obtain information about you, such as Basic Customer Information, Transaction Information and Product Usage Information, from our Affiliates as a normal part of conducting business. For instance, if you link your various Coinbase accounts e.g. your Coinbase Wallet account or your Coinbase Commerce account, we may utilize your Wallet Information and Financial Information in order to convert cryptocurrency into fiat and allow you to make withdrawals into your bank account. For more information, please see Section 3. How and Why We Share Your Information
Public Database Information	We obtain information about you from public databases, such as the United Nations Sanctions List, US ITA Consolidated Screening List, and the SEC EDGAR, including your name, address, email address, phone number, gender, national ID number and nationality/country of residence, date of birth, job role, public employment profile, listing on any sanctions lists maintained by public authorities, and other data as necessary

Blockchain Data	We may analyze public blockchain data, including timestamps of transactions or events, transaction IDs, digital signatures, transaction amounts, and wallet addresses
Information from our Marketing and Advertising Partners	We receive information such as your name and contact information from our marketing partners, including in some instances what marketing content you viewed or the actions you take on our Sites
Information from Analytics Providers	We receive information about your Site usage, interactions, age group, and survey responses (including prior to account creation, in some cases)
Retail Merchant Information	If you use your Coinbase account to conduct a transaction with a third party merchant, the merchant may provide us with data about you, such as your name and contact details, and your transaction with that merchant
Research and In-App Survey Information	We use third party service providers to conduct in-app surveys to better understand our Customers' experience and improve our Services. The information we receive from our research partners is pseudonymous

2. HOW WE USE YOUR INFORMATION

We use your personal information to deliver, personalize, operate, improve, create, and develop our Services, to provide you with a secure, smooth, efficient and customized experience as you use them, and for legal compliance, loss prevention, and anti-fraud purposes. Learn more about how we use your personal information and our legal basis for each such data use:

Data use necessary to perform our contract with you

We use certain information that is necessary to conclude and perform our [Customer Agreement](#) or other relevant contract(s) with you. We will need to terminate your account if we cannot process your personal information for such purposes.

Why and How We Use Your Information	Information Categories Used
<p>To create and maintain your Coinbase account</p> <p>In order to provide you with our Services, and to allow you to set up a customer account and profile.</p>	Basic Customer Information, Supplemental Identification Information, Financial Information
<p>To provide you with Consumer Services</p> <p>In order to provide you with personalized Services to invest (such as buy or sell), save, earn, spend, stake, and borrow within your account, including hosting and maintaining your digital wallets, including your E-Money Wallet, Digital Currency Wallet, and Web3 Wallet (when you connect them to your Coinbase account).</p>	Basic Customer Information, Supplemental Identification Information, Financial Information, Institutional Information, Transaction Information, Wallet Information, Preferences, Blockchain Data, Product Usage Information, Additional information you submit to us (not including Referral Information, which we do not retain)
<p>To provide you with Institutional Services</p> <p>In order to provide Services to you, investors and institutions to allow investing, payment, asset listings, and account management.</p>	Basic Customer Information, Supplemental Identification Information, Financial Information, Institutional Information, Additional information you submit to us, Wallet Information, Transaction Information
<p>To provide you with Developer Services</p> <p>In order to provide you with Coinbase Pay, a payment feature that allows you to buy or transfer supported crypto on Coinbase to your wallet, and Direct Deposit, which allows you to get your salary paid in the cryptocurrency of your choice, asset controls, and connects merchants to Users or Customers to allow acceptance and provision of crypto payments.</p>	Basic Customer Information, Supplemental Identification Information, Financial Information, Preferences
<p>To provide you with Coinbase Cloud Services</p> <p>In order to provide you with our Coinbase Cloud services, which offers tools, APIs and infrastructure for Web3 development and, staking services.</p>	Basic Customer Information, Transaction Information, Wallet Information, Financial Information, Blockchain Data

<p><u>To provide customer support</u></p> <p>To address your request for support in the Apps, via the Sites or by email and to respond to customer care and other inquiries, including providing telephone-based premium customer support to Customers (who provide their telephone numbers), chat message support, and social support.</p>	<p>Basic Customer Information, Supplemental Identification Information, Transaction Information, Product Usage Information (including Location Information), Communications</p>
<p><u>To send Service communications</u></p> <p>To send you administrative or account-related communications about our Services, which can include security updates or transaction-related information, through email, telephone, or in-product/push notifications. You may not opt-out of receiving critical service communications, such as emails or mobile notifications sent for legal or security purposes.</p>	<p>Basic Customer Information, Product Usage Information, Communications, Transaction Information</p>
<p><u>To promote the safety, security and integrity of our Services</u></p> <p>To verify accounts and related activity, find and address violations of our Customer Agreement or policies (including our Prohibited & Conditional Use Policy), investigate suspicious activity, detect, prevent and combat harmful or unlawful behaviour, detect fraudulent behaviour and to maintain the integrity of our Services, including account takeover (“ATO”) prevention and support.</p>	<p>Basic Customer Information, Transaction Information, Product Usage Information, Supplemental Identification Information, Institutional Information, Financial Information, Communications, Additional information you submit to us</p>

Data use to comply with our legal obligations

Our Services are subject to laws and regulations requiring us to collect, use, and store your personal information in certain ways. If you do not provide the personal information required by law, we will have to close your account.

Why and How We Use Your Information	Information Categories Used
<p><u>To verify your identity</u></p> <p>We are generally required to collect various pieces of personal information to properly identify or verify your identity and comply with other specific anti-money laundering (“AML”) or sanctions laws/regulations (e.g. funds transfer rules). Our verification processes also involve electronic identification through the comparison of your ‘selfie’ against your provided verification information. All such information is securely maintained by Coinbase and its service providers, and is only disclosed where permitted by law.</p>	<p>Basic Customer Information, Supplemental Identification Information, EIDV Information</p>
<p><u>To determine your legal eligibility for certain regulated products</u></p> <p>When you use certain locally regulated products or engage in certain advanced trading activities, we may be required to carry out additional checks to ensure your suitability (e.g. under the European Market Infrastructure Regulation).</p>	<p>Basic Customer Information, Financial Information, Supplemental Identification Information</p>
<p><u>To comply with other legal and regulatory obligations</u></p> <p>We may access, read, preserve, and disclose information when we believe it is reasonably necessary to comply with law, legal obligations, regulations, law enforcement, governmental, and other legal requests, court orders, or for disclosure to tax authorities.</p> <p>Examples of laws that may require us to collect, use or disclose your information:</p> <p>Civil, commercial, criminal, or consumer protection matters: where we are in receipt of a court order to disclose information for the purposes of court proceedings or regulatory inquiries (e.g. orders or mandatory requests under the Irish Competition and Consumer Protection Act 2014, US federal and state consumer protection and privacy laws, subpoenas from any court with jurisdiction, and/or Singapore Criminal Procedure</p>	<p>Basic Customer Information, Supplemental Identification Information, Institutional Information, Wallet Information, Transaction Information, Product Usage Information, Communications Information, Blockchain Data</p>

Code 2010).

Corporate and taxation matters: obligations such as the Irish Companies Act 2014 and the Taxes Consolidation Act 1997, and the Internal Revenue Service code.

Regulatory matters: to comply with our regulatory obligations, including engaging with our regulators, such as (but not limited to) the U.S. Commodity Futures Trading Commission, the National Futures Association, the U.S. Securities and Exchange Commission, the Central Bank of Ireland, the German federal financial supervisory authority ("BaFin"), the Monetary Authority of Singapore, and the Australian Securities and Investments Commission.

Data use for our Legitimate Interests

We rely on our legitimate interests or those of third parties (like our other Customers and in some cases, the general public) where they are not outweighed by your rights and freedoms. In the EEA and UK, you have the right to object to, and seek the restriction of, this processing. See [Section 7. Your Privacy Rights and Choices](#) for more information.

Why and How We Use Your Information	Legitimate Interests Relied On	Information Categories Used
<p>To customize your experience with our Services and otherwise improve our Services</p> <p>In order to perform core metrics, customize your experience with our Services and to generally improve our Services, we collect information about your online activity while you are using the Services (for example, when and how often pages on our Sites are visited, and our Services are used).</p>	<p>It is in our interest to understand how you interact with the Services in order to customize and/or improve our products and Services and enable accurate and reliable reporting.</p>	<p>Basic Customer Information, Product Usage Information, Transaction Information</p>
<p>To provide marketing communications to you</p> <p>We use your information to send you targeted marketing communications through email, mobile, in-app and push notifications or by SMS.</p> <p>You may also see ads for our Services when you visit other apps and websites.</p>	<p>It is in our interest to promote Coinbase products and Services that you may be interested in.</p>	<p>Basic Customer Information, Institutional Information, Product Usage Information, Transaction Information, Information from our Marketing Partners</p>
<p>To provide you with promotions</p> <p>We use your information to provide promotions, including sweepstakes offers or other incentives and rewards for using our Services.</p>	<p>It is in our interest and your interest to reward customer loyalty.</p>	<p>Basic Customer Information, Wallet Information, Supplemental Identification Information, Transaction Information</p>

We preserve and share information with others, including law enforcement, civil litigants, and others who may issue legal requests.

Where not otherwise required by law, and depending on the circumstances, we may preserve and share your information:

- in response to requests from third parties, such as civil litigants, law enforcement, and other government authorities, for example to assist authorities in the investigation of fraud;
- to promote the safety, security, and integrity of the Coinbase Service, network, our Customers, Users, employees, property and the public;
- when we seek to protect ourselves in the context of litigation or other disputes, such as violations of our Customer Agreement and policies; and/or
- to respond to Customer/claimant requests or communications, reviewing Customer accounts and transactions for litigation disputes, and recording account details for litigation and settlement purposes.

It is in our interest and the interest of the general public to prevent and address fraud, unauthorized use of the Services, violations of our terms or policies, or other harmful or illegal activity; to protect ourselves (including our rights, Coinbase personnel and property or the Service), our Customers or others, including as part of investigations or regulatory inquiries; to defend our legal rights and resolve disputes; to secure our platform and network, to verify accounts and activity, to combat harmful conduct, to detect, prevent and address fraud, abuse, spam and other bad experiences or to prevent death or imminent bodily harm.

Basic Customer Information, Supplemental Identification Information, Institutional Information, Wallet Information, Transaction Information, Product Usage Information, Communications Information, Blockchain Data

Data use based on your consent

When we use your information based on your consent, you have the right to withdraw your consent at any time on a go-forward basis (which will not affect our prior use of your data, based on your previously given consent). You may change your device-based or in-app settings anytime as described in [Section 7. Your Privacy Rights and Choices](#).

Why and How We Use Your Information	Information Categories Used
<p>To enable device-based settings</p> <p>Collecting information that you allow us to receive through the device-based settings you enable (such as access to your GPS location, camera or photos) which we use to provide the features or services described when you enable the setting.</p>	App, browser, and device information
<p>To provide marketing communications to you</p> <p>To send you targeted marketing communications through email, mobile, in-app, and push notifications or by SMS.</p> <p>You may also see ads for our Services when you visit other apps and websites</p>	Basic Customer Information, Institutional Information, Product Usage Information, Transaction Information, Information from our Marketing Partners, Additional information You Provide to Us

Data use to protect your or others' vital interests

Why and How We Use Your Information	Information Categories Used
<p>Preserving, reviewing, and sharing information with law enforcement and others</p> <p>We may preserve, review, and share information with law enforcement and others in circumstances where someone's vital interests require protection, such as in the case of emergencies. For example, where there</p>	Basic Customer Information, Supplemental Identification Information, Institutional Information, Wallet Information, Transaction Information, Product Usage Information, Communications Information, Blockchain Data

is a risk to the well-being or life of a Coinbase Customer.

If you reside outside the United Kingdom or EEA, the legal bases on which we rely in your country may differ from those listed above.

3. HOW AND WHY WE SHARE YOUR INFORMATION

We work with service providers, partners and other third parties to help us provide our Services, and as a result we need to share certain information with these third parties. Here's how:

Affiliates

Personal information that we process and collect may be transferred between companies, Services, and employees affiliated with us as a normal part of conducting business and offering our Services to you. See [Section 11. Our Relationship With You](#) for a list of our affiliated companies and Services.

Linked Third Party Websites

When you use third-party services (like when you connect your Coinbase account with your bank account) or websites that are linked through our Services, the providers of those services or products may receive information about you that Coinbase, you, or others share with them. Please note that when you use third-party services or Coinbase Affiliate Services which are not governed by this Privacy Policy, their own terms and privacy policies will govern your use of those services and products.

TRUST

TRUST is a global, secure, and industry-driven solution designed to comply with a requirement known as the Travel Rule while protecting your security and privacy. Coinbase and other custodial cryptocurrency exchanges and financial institutions share certain basic information about their customers when sending funds over a certain amount to another financial institution. To learn more, see [Travel Rule FinCEN Advisory](#).

Professional advisors, industry partners, authorities and regulators

We share your information described in [Section 1. What Information We Collect](#) with our advisors, regulators, tax authorities, law enforcement, government agencies, and industry partners to:

- respond pursuant to applicable law or regulations, court orders, legal process or government requests;
- comply with our reporting and information sharing obligations with industry partners, including other Virtual Asset Service Providers ("VASPs") and regulatory authorities;
- detect, investigate, prevent, or address fraud and other illegal activity or security and technical issues; and
- protect the rights, property, and safety of our Customers, Coinbase and its Affiliates, or others, including to prevent death or imminent bodily harm.

Asset Transfer or Company Acquisition

We may choose to buy or sell assets, and may share and/or transfer information about our Customers in connection with the evaluation of and entry into such transactions. Also, if we (or our assets) are acquired, merged, reorganized, or if we go out of business, enter bankruptcy, or go through some other change of control or similar event, your personal information could be one of the assets transferred to the acquiring party.

Third-Party Service Providers

We work with third-party service providers to help us provide our Services. When we share information with third-party service providers in this capacity, we require them to use your information on our behalf in accordance with our instructions and terms and only process as necessary for the purpose of the contract. We work with different types of third-party service providers, including:

Types of Third-Party Service Providers We Use	What Information We Share
Third party identity verification services , including those that process biometric information	Basic Customer Information, Supplemental Identification Information, EIDV Information, Institutional Information, Usage Information, Transaction Information, Blockchain Data, Wallet Information
Vendors for tax reporting	
Derivatives service providers	
Retail merchants (to provide rewards/incentives)	
Marketing and promotions providers (to promote our Services)	
Telecommunications technology providers (to send you messages, including SMS messages)	
CTF/AML service providers (for the purposes of transaction monitoring)	
Data hosting service providers and payment vendors (for off-site data hosting)	
Security service providers (for investigating fraud and security incidents)	
Analytics providers (to understand how you use our Services)	
Payment processing companies (to process transactions on our behalf)	
Document repository services providers	
Customer support vendors	

4. HOW LONG WE KEEP YOUR PERSONAL INFORMATION

We retain your information as needed to provide our Services, comply with legal obligations, or protect our or others' interests. While retention requirements vary by country, we maintain internal retention policies on the basis of how information needs to be used. This includes considerations such as when the information was collected or created, whether it is necessary in order to continue offering you our Services, whether we are required to hold the information to comply with our legal obligations, including AML/KYC compliance or other financial regulatory obligations, or information preservation requirements. We also keep certain information where necessary to protect the safety, security and integrity of our Services, Customers, and Users. We retain biometric information (as part of our retention of Supplemental Identification Information) for the period required for financial regulatory compliance or otherwise as required by applicable law. Our third party identity verification service providers retain this information for as long as set out in their [applicable notices/policies](#).

In line with these considerations, we delete information that is no longer needed for the above purposes when you close your account, or when you request deletion of your information (which you can initiate through your [Privacy Rights Dashboard](#)).

5. CHILDREN'S PERSONAL INFORMATION

The Sites and Services are not directed to persons under the age of 18, and we do not knowingly request or collect any information about persons under the age of 18. If you are under the age of 18, please do not provide any personal information through the Sites or Services. If a User or Customer submitting personal information is suspected of being younger than 18 years of age, Coinbase will require the relevant Customer or User to close his or her account, and will take steps to delete the individual's information as soon as possible.

6. INTERNATIONAL TRANSFERS

To facilitate our global operations, Coinbase, its Affiliates, third-party partners, and service providers may transfer, store, and process your personal information throughout the world, including Ireland, Germany, Singapore, the UK, the US, and the Philippines. [See here for more information](#). If you reside in the EEA, Switzerland, or the United Kingdom, we rely upon a variety of legal mechanisms to facilitate these transfers of your personal information (collectively, "European Personal Data").

- We rely primarily on the European Commission's Standard Contractual Clauses to facilitate the international and onward transfer of European Personal Data to third countries, including from our EU operating entities to Coinbase, Inc. in the United States. For a copy of the Standard Contractual Clauses, please contact dpo@coinbase.com.

We also rely on [adequacy decisions](#) from the European Commission where available and exemptions provided for under data protection law. For example, because Coinbase operates and provides its Services globally, we need to share information with our Affiliates and to data centers outside the EEA in order to develop, offer, and improve our Services (Article 49(1)(b) GDPR). In addition, we may rely on certain exemptions for sharing personal information with law enforcement outside of the EEA in emergency situations (Article 49(1)(f) GDPR).

7. YOUR PRIVACY RIGHTS AND CHOICES

Depending on where you live, you may be able to exercise certain privacy rights related to your personal information. You can make privacy rights requests relating to your personal information by logging into your account and going to your [Privacy Rights Dashboard](#). If any of the rights listed below are not provided under law for your operating entity or jurisdiction, Coinbase has absolute discretion in providing you with these rights.

- **Right to access and portability:**
 - You may request that we provide you a copy of your personal information held by us through your [Privacy Rights Dashboard](#), or by submitting a request via our [Support Portal](#).
- **Right to rectification:**
 - You may request us to rectify or update any of your personal information held by Coinbase that is incomplete or inaccurate by logging in to your account and clicking the Profile or My Account tab.
- **Right to deletion/erasure:**
 - You may request to erase your personal information, subject to applicable law. If you close your Coinbase Account, we will retain or delete information associated with your account as described in [Section 4. How Long We Keep Your Personal Information](#).
- **Right to withdraw your consent:**
 - To the extent the processing of your personal information is based on your consent, you may withdraw your consent at any time. The lawfulness of Coinbase's processing before you withdraw your consent will not be affected by such withdrawal.
- **Right to object to or restrict processing:**
 - You may have the right to restrict or object to us using or transferring your personal information based on our legitimate interests, in the public interest, or for direct marketing. We may continue to process your personal information where permitted or required by applicable law. You can opt-out of receiving marketing communications from Coinbase through your account settings or by submitting a request via our [Support Portal](#).
- **Right to non-discrimination:** We will not discriminate against you for exercising any of your rights provided to you under law.
- **Right to lodge a complaint:**
 - If you reside in the EEA, Switzerland, or the UK, you have the right to lodge a complaint about our practices with respect to your personal information with the supervisory authority of your country or state. In the UK, the relevant data protection authority is the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, +44 (0303) 123 1113, email: casework@ico.org.uk. In Ireland, the relevant data protection authority is the Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, +353 017650100 / + 353 1800437737, email: info@dataprotection.ie or by using the following online form: [Forms for Data Protection](#).
 - If you reside in Australia or the Philippines, you may lodge a complaint about our practices with respect to your personal information with the supervisory authority of your country. In Australia, the relevant data protection authority is the Office of the Australian Information Commissioner, and complaints may be made through their website at www.oaic.gov.au. In the Philippines, the relevant data protection authority is the National Privacy Commission, email: complaints@privacy.gov.ph.

To protect your privacy and security, we may take steps to verify your identity before complying with your request and we may decline your request if we are unable to verify your identity.

Under certain US data privacy laws, as well as in Brazil, you may also designate an authorized agent to make these requests on your behalf.

These rights are not absolute, and may be denied: (a) when granting access or assisting portability would adversely affect the rights and freedoms of others (b) to protect our rights and properties; (c) where the request is frivolous or vexatious; or (d) as otherwise permitted by law.

8. PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

If you are a California resident, you can learn more about how we use your information and your privacy rights by reviewing our [California Privacy Notice](#). Any terms defined in the California Consumer Privacy Act (as amended) ("CCPA") have the same meaning when used in the California Privacy Notice.

9. HOW TO CONTACT US WITH QUESTIONS

If you have questions or concerns regarding this Privacy Policy, or if you have a complaint, please contact us on our [Support Portal](#), at dpo@coinbase.com, or by writing to us at the address of your Coinbase service provider (provided in [Section 11. Our Relationship With You](#) below).

10. CHANGES TO THIS PRIVACY POLICY

We're constantly trying to improve our Services, so we may need to change this Privacy Policy from time to time as well. We post any changes we make to our Privacy Policy on this page and, where appropriate, we will provide you with reasonable notice of any material changes before they take effect or as otherwise required by law. The date the Privacy Policy was last updated is identified at the top of this page.

We may provide additional "just-in-time" disclosures or information about how we collect or use your information in the context of specific Services; these in-product notices may supplement or clarify our privacy practices or may provide you with additional choices about how we use your information.

11. OUR RELATIONSHIP WITH YOU

If you reside in the EEA or Switzerland, Coinbase Ireland Limited, Coinbase Europe Limited and Coinbase Germany GmbH act as joint controllers in respect of your personal information. Coinbase Ireland Limited is the joint controller with primary responsibility for your personal information, including with respect to providing you with information and responding to any requests you may make under the GDPR. Please see more about how you can exercise your rights under the GDPR through our [Privacy Rights Dashboard](#).

CONSUMER/INSTITUTIONAL SERVICES

NORTH AMERICA (UNITED STATES & CANADA)

Where You Reside	Services Provided	Your Coinbase Service Provider	Contact Address
United States	Digital Currency Services, Fiat Wallet services	Coinbase, Inc. CA Entity No.: C3548456	Coinbase, Inc. c/o C T Corporation System 818 West Seventh St., Ste. 930 Los Angeles, California 90017
United States	Custodial Services	Coinbase Custody Trust Company, LLC (unless otherwise indicated in your service contract) NYS License # 122506	Coinbase Custody Trust Company, LLC c/o C T Corporation System 28 Liberty Street New York, New York 10005
United States	Credit and Lending Services	Coinbase Credit, Inc. CA Entity No.: C4315976	Coinbase Credit, Inc. c/o C T Corporation System 818 West Seventh St., Ste. 930 Los Angeles, California 90017
United States	Futures Trading	Coinbase Financial Markets, Inc. Entity No.: 4742037	100 Pine Street, Suite 1250, San Francisco, CA 94111
Canada	Digital Currency Services, Fiat Wallet services	Coinbase Canada, Inc.	2600-1066 West Hastings Street; Vancouver BC V6E3X1

APAC

Where You Reside	Services Provided	Your Coinbase Service Provider	Contact Address
Singapore	Digital Currency Services, Fiat Wallet Services	Coinbase Singapore Pte. Ltd. Unique Entity No.: 201935002N	One Marina Boulevard, #28-00, Singapore 018989
Australia	Digital Currency Services, Fiat Wallet Services	Coinbase Australia Pty Ltd; ACN 654 922 442	Coinbase Australia c/o TMF Corporate Services (Aust) Pty Limited, Suite 1 Level 11, 66 Goulburn Street, Sydney NSW 2000 Australia

Anywhere	Custodial Services	Coinbase Custody International Limited (unless otherwise indicated in your service contract) Company No: 657718	70 Sir John Rogerson's Quay Dublin 2, Ireland
Anywhere but Singapore, and New Zealand	Digital Currency Services	Coinbase Ascending Markets Kenya Limited	P.O. Box 10643, G.P.O. Nairobi, Kenya
New Zealand	Digital Currency Services, Fiat Wallet Services	Coinbase Europe Limited. Company No: 675475	70 Sir John Rogerson's Quay Dublin 2, Ireland
		CB Payments, Ltd Company No: 09708629 FCA Register No: 900635	The Scalpel, 18th Floor, 52 Lime Street, London, United Kingdom, EC3M 7AF
EEA (European Economic Area)			
Where You Reside	Services Provided	Your Coinbase Service Provider	Contact Address
EEA and the United Kingdom	Digital Currency Services	Coinbase Europe Limited. Company No: 675475	70 Sir John Rogerson's Quay Dublin 2, Ireland
Germany	Digital Currency Services	Coinbase Germany GmbH.	Kurfürstendamm 22, 10719 Berlin,

DEVELOPER SERVICES

Where You Reside	Services Provided	Your Coinbase Service Provider	Contact Address
Anywhere	Coinbase Pay SDK, Exchange API, Rosetta, Prime API, Sign In with Coinbase	Coinbase, Inc. CA Entity No.: C4315976	Coinbase, Inc. c/o C T Corporation System 818 West Seventh St., Ste. 930 Los Angeles, California 90017
Anywhere	Wallet SDK and Commerce API	Toshi Holdings Pte. Ltd.	One Marina Boulevard, Postal 018989, Singapore
Anywhere but the United States	Delegate & Participate	Coinbase Cloud Pte. Ltd.	One Marina Boulevard, #28-00018989, Singapore
United States	Delegate & Participate	Coinbase Crypto Services, LLC	1209 Orange Street, Corporation Trust Center City of Wilmington, DE 19801



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Company

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- Market updates
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- What is crypto?
- What is a blockchain?
- How to set up a crypto wallet
- How to send crypto
- Taxes

- Cloud
- Wallet as a Service
- Wallet SDK
- Coinbase Wallet Faucet - Get testnet funds
- Coinbase Pay SDK
- Node
- Commerce
- Base
- Sign in with Coinbase
- Rosetta
- Participate
- Prime API

Exhibit 5



Chat-8496125

Chat Transcript Name Chat-8496125

Case 23021693

Chat Transcript

[CUSTOMER] Russell Rope (2025-04-20 01:54:07.172 +0000 UTC): joined chat

[CUSTOMER] Russell Rope (2025-04-20 01:54:07.889 +0000 UTC): CBCB_SUMMARY **Chatbot Summary**: The user is experiencing issues logging into their Coinbase account and is locked out. They have requested to speak with a live agent for further assistance. **Chatbot Transcript**: BOT: Hey [NAME]! I'm the Coinbase Virtual Assistant. Thanks for being a Coinbase One subscriber! 📢 We're facing higher than usual traffic. For faster assistance, please chat with me! BOT: There is currently an incident that may affect certain transactions and Coinbase features. Would you like to know more? USER: Live agent BOT: To get you the right assistance, I need to know what you're reaching out about. BOT: How can I help you? Every detail helps! USER: Login BOT: Could you please provide more details about what login issue you are experiencing? USER: Locked out BOT: To resolve your account being **locked out**: 1. Try **logging in again** after waiting a few minutes. This may resolve the issue if it was a temporary lock. END_CBCB_SUMMARY

[CUSTOMER] Russell Rope (2025-04-20 01:54:08.003 +0000 UTC): CBCB_SUMMARY 2. If the issue persists, you can reset your password to regain access to your account. USER: Agent
END_CBCB_SUMMARY

[SYSTEM] SYSTEM_MESSAGE (2025-04-20 01:54:14.736 +0000 UTC): {"type": "SF_CASE_DATA", "SFcaseId": "500PD00000OhdoLYAR", "chat-screenpop-record": "500PD00000OhdoLYAR"}

[SYSTEM] SYSTEM_MESSAGE (2025-04-20 01:54:16.71 +0000 UTC): Your estimated wait time is less than 5 minutes.

[SYSTEM] SYSTEM_MESSAGE (2025-04-20 01:54:17.852 +0000 UTC): You're next in line and will be connected with an agent shortly.

[AGENT] Shashank (2025-04-20 01:54:22.157 +0000 UTC): joined chat

[AGENT] Shashank (2025-04-20 01:54:41.111 +0000 UTC): Hello[NAME] and welcome to Coinbase! My name is[NAME]k. Give me a moment to access your account information and assist you further. While I'm doing that, feel free to share any additional details about the issue you're facing today.

[CUSTOMER] Russell Rope (2025-04-20 01:54:45.747 +0000 UTC): Fake name good movie

[CUSTOMER] Russell Rope (2025-04-20 01:55:20.243 +0000 UTC): Please unlock my account verification im trying to drop nfts and I can't connect to opensea

[AGENT] Shashank (2025-04-20 01:55:46.746 +0000 UTC): I apologize and understand that you are not able to login to your Coinbase account. Is that correct?

[CUSTOMER] Russell Rope (2025-04-20 01:56:05.621 +0000 UTC): It is like logged into safemode

[AGENT] Shashank (2025-04-20 01:56:20.674 +0000 UTC): Thanks for confirming, please do not worry. Let's work together to get this resolved.

[CUSTOMER] Russell Rope (2025-04-20 01:56:26.58 +0000 UTC): Saying someone needs to approve my ID upload

[AGENT] Shashank (2025-04-20 01:56:31.495 +0000 UTC): Please allow me 2-3 minutes to review your account.

[CUSTOMER] Russell Rope (2025-04-20 01:56:37.893 +0000 UTC): Maybe because new phone

[CUSTOMER] Russell Rope (2025-04-20 01:56:42.571 +0000 UTC): K

[AGENT] Shashank (2025-04-20 01:59:04.336 +0000 UTC): [NAME], thank you for patiently waiting. I've reviewed your account and can confirm that you've correctly uploaded your ID. To complete the verification process, you also need to upload a selfie for face matching.

[CUSTOMER] Russell Rope (2025-04-20 01:59:22.018 +0000 UTC): No selfies

[CUSTOMER] Russell Rope (2025-04-20 01:59:28.263 +0000 UTC): Never

[AGENT] Shashank (2025-04-20 01:59:28.678 +0000 UTC): Please complete your face match verification with this link: At your convenience, please follow these steps: 1. Sign in to your account. 2. Go to the following link: <https://www.coinbase.com/verify-document?facematch=true>

[CUSTOMER] Russell Rope (2025-04-20 01:59:47.969 +0000 UTC): Toy have to verify another way. I don't share my picture anymore period

[AGENT] Shashank (2025-04-20 02:00:45.674 +0000 UTC): I understand your concern about sharing your picture. However, Coinbase requires photo verification for security reasons. Alternative verification methods are not available. Without completing this step, full account access and features may be restricted.

[CUSTOMER] Russell Rope (2025-04-20 02:01:37.446 +0000 UTC): Buckshot. I will sue you for listing price of all of my NFTs if you don't activate my account without a selfie

[CUSTOMER] Russell Rope (2025-04-20 02:02:00.529 +0000 UTC): Bullshit not buckshot typo

[AGENT] Shashank (2025-04-20 02:03:16.293 +0000 UTC): [NAME], I apologize, but I cannot activate your account without completing the required verification steps, including the selfie. This is a mandatory security measure for all Coinbase users. Coinbase has the right to implement these security procedures to protect users and comply with regulations.

[CUSTOMER] Russell Rope (2025-04-20 02:03:52.121 +0000 UTC): That is a security breach not protection

[CUSTOMER] Russell Rope (2025-04-20 02:04:02.375 +0000 UTC): I never agreed to it

[CUSTOMER] Russell Rope (2025-04-20 02:04:10.481 +0000 UTC): Nor would i

[CUSTOMER] Russell Rope (2025-04-20 02:04:17.049 +0000 UTC): Unlock my account

[CUSTOMER] Russell Rope (2025-04-20 02:05:00.645 +0000 UTC): It literally says it is waiting for human approval so it can obviously be done

[CUSTOMER] Russell Rope (2025-04-20 02:05:11.428 +0000 UTC): Get you supervisor please

[AGENT] Shashank (2025-04-20 02:07:33.925 +0000 UTC): The selfie requirement is not a security breach, but a standard security measure used by Coinbase to protect user accounts and comply with regulations. This process, known as identity verification, helps prevent unauthorized access and fraud. While we understand your concerns, Coinbase cannot make exceptions to this policy as it's crucial for maintaining the security and integrity of our platform.

[AGENT] Shashank (2025-04-20 02:08:26.667 +0000 UTC): I understand your concern about the verification process. While your ID has been uploaded, we still need to verify that it matches your face. This step is crucial for security reasons: 1. It ensures the ID belongs to you. 2. It prevents unauthorized use of someone else's ID. 3. Coinbase has strict data protection measures in place. 4. Your personal information, including the selfie, is kept confidential.

[CUSTOMER] Russell Rope (2025-04-20 02:10:02.686 +0000 UTC): I am an Ai artist who does not take selfie because criminals are trying to cause problems for me in[ADDRESS]d is the best way to put it. I have no new selfie on any social media and that is an old dl photo. There are more appropriate ways to verify.

[CUSTOMER] Russell Rope (2025-04-20 02:10:45.753 +0000 UTC): Is you legal name[NAME]k? Trying to get a mugshot from me? I Will subpoena that answer. Get your supervisor

[CUSTOMER] Russell Rope (2025-04-20 02:12:25.492 +0000 UTC): I don't trust coinbase has exhibit intent to defraud as logged and complained about previously. I am also a federal attorney. Get your supervisoe

[AGENT] Shashank (2025-04-20 02:12:45.102 +0000 UTC): I understand your unique situation as an AI artist and your concerns about privacy. However, Coinbase's verification process, including the selfie requirement, is a mandatory security measure for all users. This process helps prevent unauthorized access and fraud. Unfortunately, there are no alternative verification methods available that can bypass this step. Without completing the selfie verification, your account access and features may remain restricted.

[CUSTOMER] Russell Rope (2025-04-20 02:12:59.361 +0000 UTC): Supervisor

[CUSTOMER] Russell Rope (2025-04-20 02:13:36.849 +0000 UTC): If you do not remove the lock without a selfie I will sue for a billion dollars plus criminal charges no bluff look at my website

[CUSTOMER] Russell Rope (2025-04-20 02:14:07.674 +0000 UTC): <https://russellrope.com/legaltrilog-revolution>

[CUSTOMER] Russell Rope (2025-04-20 02:14:45.513 +0000 UTC): Unlock my account, ask me for another method, or get someone with more authority to help me please

[CUSTOMER] Russell Rope (2025-04-20 02:17:20.903 +0000 UTC):

[AGENT] Shashank (2025-04-20 02:17:31.261 +0000 UTC): I understand your desire to speak with a supervisor, but I want to inform you that they would provide the same resolution. All Coinbase representatives, including supervisors, use the same tools and follow the same policies. We cannot verify your account without selfie verification as it's a mandatory part of our security process. This policy applies to all users and cannot be bypassed, even by supervisors.

[CUSTOMER] Russell Rope (2025-04-20 02:18:03.298 +0000 UTC): Then I want to speak with an executive or your legal department

[CUSTOMER] Russell Rope (2025-04-20 02:18:36.832 +0000 UTC): I am not playing. You have no right to image.

[AGENT] Shashank (2025-04-20 02:18:43.241 +0000 UTC): Please confirm what specific issues you're experiencing with your Coinbase account due to the incomplete face match verification. Are you unable to: 1. Buy or sell cryptocurrency? 2. Withdraw funds? 3. Access certain features of your account? 4. Connect to third-party services like OpenSea?

[CUSTOMER] Russell Rope (2025-04-20 02:19:32.171 +0000 UTC): I am unable to connect to the NFT collection I was editing and planning to drop on OpenSea this Monday

[CUSTOMER] Russell Rope (2025-04-20 02:20:18.328 +0000 UTC): That is all I have tried to do, and it says a human needs to approve my ID upload and picture so there is no way you can't do this

[AGENT] Shashank (2025-04-20 02:20:57.402 +0000 UTC): Thank you for your patience. I'll take a moment to check if there's an alternative to the face match verification requirement for your account. Please allow me a brief period to review this information thoroughly.

[CUSTOMER] Russell Rope (2025-04-20 02:21:10.093 +0000 UTC): I can verify with my physical coinbase card, social, phone, etc. Selfie is not normal

[CUSTOMER] Russell Rope (2025-04-20 02:21:29.136 +0000 UTC): Thnx i will wait

[CUSTOMER] Russell Rope (2025-04-20 02:22:14.263 +0000 UTC): I could prob also do a transfer from my bank

[AGENT] Shashank (2025-04-20 02:26:25.278 +0000 UTC): [NAME], thank you for being connected I sincerely apologize and understand your account needs human approval, but we can only approve it if we can match your face with the ID picture. Unfortunately, as you haven't uploaded a selfie, we don't have the option to approve your account at this time. The system requires a selfie for verification, and without it, we can't proceed with the approval process. Once you upload a selfie, we'll be able to review your account and potentially approve it. This step is crucial for our verification process and ensures account security.

[CUSTOMER] Russell Rope (2025-04-20 02:27:17.805 +0000 UTC): I will never upload a selfie. This is why I have never joined crypto.comI will sue you. Make a way or get hit with heavy federal claims

[CUSTOMER] Russell Rope (2025-04-20 02:29:11.233 +0000 UTC): I did upload another picture of my ID as a selfie. It is not the system, it is the operator, and the operator better believe me.

[CUSTOMER] Russell Rope (2025-04-20 02:29:56.343 +0000 UTC): Is [NAME] your legal name?

[AGENT] Shashank (2025-04-20 02:31:27.961 +0000 UTC): Please do not worry, your data is completely secure with Coinbase. We prioritize customer safety and ensure that all customer data is protected. Coinbase implements robust security measures to safeguard your personal information and maintain the confidentiality of your account details.

[AGENT] Shashank (2025-04-20 02:31:37.749 +0000 UTC): Coinbase's policy requires a selfie for account verification. This is a standard security measure that applies to all users. Unfortunately, we cannot make exceptions or use alternative methods like physical cards, social security numbers, or phone numbers for this step.

[CUSTOMER] Russell Rope (2025-04-20 02:31:55.402 +0000 UTC): Is [NAME] your legal name?

[AGENT] Shashank (2025-04-20 02:31:55.764 +0000 UTC): As a Coinbase assistant, I cannot disclose personal information about employees or representatives. My role is to assist with queries related to Coinbase products and services. If you have concerns about account verification or other Coinbase processes, I'd be happy to help with those specific issues.

[CUSTOMER] Russell Rope (2025-04-20 02:32:17.972 +0000 UTC): Is [NAME] your legal name?

[AGENT] Shashank (2025-04-20 02:33:08.625 +0000 UTC): I apologize, but I cannot disclose any personal information. As a Coinbase assistant, my role is to provide support for Coinbase products and services while maintaining strict confidentiality standards.

[CUSTOMER] Russell Rope (2025-04-20 02:33:26.837 +0000 UTC): Yes or no

[CUSTOMER] Russell Rope (2025-04-20 02:34:52.381 +0000 UTC): I have reliance on this information. Withholding is concealment which is fraud and over wire and regarding interstate commerce. I could file a RICO charge on you for not answering.

[CUSTOMER] Russell Rope (2025-04-20 02:35:13.276 +0000 UTC): Is your legal name [NAME]

[CUSTOMER] Russell Rope (2025-04-20 02:37:06.9 +0000 UTC): ?

[AGENT] Shashank (2025-04-20 02:37:24.804 +0000 UTC): [NAME], I want to explain our verification process. Initially, our system tries to automatically match your ID with your face. If this automatic process fails, we need to manually verify it. For manual verification, we require a selfie to compare with your ID photo. This is a standard policy for all customers, not just you. Without a selfie upload, we can't complete the verification process for your account. We need this to ensure account security and comply with regulations.

[CUSTOMER] Russell Rope (2025-04-20 02:38:41.991 +0000 UTC): Liar

[CUSTOMER] Russell Rope (2025-04-20 02:38:47.263 +0000 UTC): Fraud

[CUSTOMER] Russell Rope (2025-04-20 02:38:58.757 +0000 UTC): Get me a supervisor

[CUSTOMER] Russell Rope (2025-04-20 02:39:06.97 +0000 UTC): So they can escalate

[CUSTOMER] Russell Rope (2025-04-20 02:39:29.613 +0000 UTC): Or you will provide me means to move my wallet

[CUSTOMER] Russell Rope (2025-04-20 02:40:02.196 +0000 UTC): Or coinbase is paying for all of my multimilliondollar listings

[AGENT] Shashank (2025-04-20 02:40:20.161 +0000 UTC): Could you please share a screenshot where it shows that you have to complete your face match verification for your NFT wallet.

[AGENT] Shashank (2025-04-20 02:40:40.367 +0000 UTC): Please share the screenshot on this link: <https://coinbase.sendsafely.com/dropzone/cx-files/23021693>

[CUSTOMER] Russell Rope (2025-04-20 02:43:08.742 +0000 UTC): [NAME]

[CUSTOMER] Russell Rope (2025-04-20 02:49:43.668 +0000 UTC): I sent you a selfie

[AGENT] Shashank (2025-04-20 02:50:48.63 +0000 UTC): Thank you. Please allow me a moment to review.

[AGENT] Shashank (2025-04-20 02:55:57.825 +0000 UTC): [NAME], You don't need to sent a selfie to me you have to upload your live selfie to your Coinbase account to get your ID verified.

[CUSTOMER] Russell Rope (2025-04-20 02:56:16.497 +0000 UTC): Screenshot sent

[CUSTOMER] Russell Rope (2025-04-20 02:56:34.534 +0000 UTC): 3 images in total 1 selfie 2 screenshots

[CUSTOMER] Russell Rope (2025-04-20 02:57:20.207 +0000 UTC): I think it has been more than two days fyi

[AGENT] Shashank (2025-04-20 03:00:22.918 +0000 UTC): Thank you for sharing the screenshot. I've reviewed it and can see that you need to upload a selfie to complete your ID verification. This step is necessary to verify your identity and ensure account security.

[CUSTOMER] Russell Rope (2025-04-20 03:01:49.162 +0000 UTC): get someone with some authority to help me or I will find you and make you explain to a federal judge why you are using a fake name trying to acquire a mugshot of value

[CUSTOMER] Russell Rope (2025-04-20 03:04:03.26 +0000 UTC): Technically this is also extortion

[CUSTOMER] Russell Rope (2025-04-20 03:05:17.923 +0000 UTC): The looming threat notification telling me that my wallet might not be supported does not help your defense

[AGENT] Shashank (2025-04-20 03:08:11.799 +0000 UTC): Rephrase [NAME], please try to understand that it a Coinbase policy you have to upload your selfie to get your account verified there is no one who can approved your account with out get verified it's totally depend on the system, we have to matched your face with your ID only then we can approved with out selfie we can not approved your account from here.

[CUSTOMER] Russell Rope (2025-04-20 03:08:34.16 +0000 UTC): The web3 wallet notice, by June 30th makes this seem like a that coinbase intends to burn my nfts if I do not provide an exclusive photo. Extortion in conspiracy to Rico for which you fake name holds you liable

[CUSTOMER] Russell Rope (2025-04-20 03:09:28.683 +0000 UTC): I have already been verified in the past no selfie.

[CUSTOMER] Russell Rope (2025-04-20 03:10:10.687 +0000 UTC): You failed to provide notice of this change so I could move my assets because you are not getting that selfie period

[CUSTOMER] Russell Rope (2025-04-20 03:12:21.039 +0000 UTC): So how do I communicate with someone higher than to your supervisor?

[CUSTOMER] Russell Rope (2025-04-20 03:12:49.888 +0000 UTC): I need to turn this spellchecker off

[CUSTOMER] Russell Rope (2025-04-20 03:13:06.624 +0000 UTC): In the meantime you need to realize i am the customer and you are wrong

[CUSTOMER] Russell Rope (2025-04-20 03:16:57.054 +0000 UTC): I just relinked my bank account. They do not require selfie, and if they did i would go to a different bank. It is not reasonable

[CUSTOMER] Russell Rope (2025-04-20 03:17:18.064 +0000 UTC): Find another way or a better person to help

[AGENT] Shashank (2025-04-20 03:18:34.453 +0000 UTC): I apologize for any inconvenience. Coinbase regularly updates its policies to enhance security and comply with regulations. While we strive to notify users of changes, the selfie requirement is now a standard part of our verification process.

[CUSTOMER] Russell Rope (2025-04-20 03:19:04.563 +0000 UTC): There is nothing you can say to change my mind

[AGENT] Shashank (2025-04-20 03:19:10.072 +0000 UTC): To communicate with someone higher than a supervisor at Coinbase: 1. Submit a formal complaint using the online form at <https://help.coinbase.com/en/contact-us/submit-a-complaint.html> 2. A representative will review your complaint and contact you regarding your concerns.

[CUSTOMER] Russell Rope (2025-04-20 03:21:48.936 +0000 UTC): You should have provide that numerous messages ago. Do you have another other ideas or ways for me to eacalate this?

[CUSTOMER] Russell Rope (2025-04-20 03:22:18.69 +0000 UTC): Wtf is with this keyboard

[CUSTOMER] Russell Rope (2025-04-20 03:23:11.915 +0000 UTC): Ah predictive text sucks

[CUSTOMER] Russell Rope (2025-04-20 03:24:01.419 +0000 UTC): Sorry about the typos, and i will complain more about the issue than the puppet guard lol

[CUSTOMER] Russell Rope (2025-04-20 03:24:45.211 +0000 UTC): That really as a great movie. So any final ideas?

[CUSTOMER] Russell Rope (2025-04-20 03:27:55.059 +0000 UTC): What is this case #

[AGENT] Shashank (2025-04-20 03:30:03.498 +0000 UTC): 23021693 is your case number. Please keep this for your reference.

[CUSTOMER] Russell Rope (2025-04-20 03:32:37.316 +0000 UTC): Cant submit while case is open.

[CUSTOMER] Russell Rope (2025-04-20 03:33:18.266 +0000 UTC): Any final ideas for redemption, [NAME]?

[AGENT] Shashank (2025-04-20 03:33:28.315 +0000 UTC): Please try to submit now.

[AGENT] Shashank (2025-04-20 03:43:19.525 +0000 UTC): left chat

[CUSTOMER] Russell Rope (2025-04-20 03:43:19.669 +0000 UTC): left chat

Record Type	Front Line		
Created By	Amazon Connect Integration, 4/19/2025, 8:47 PM	Last Modified By	Amazon Connect Integration, 4/19/2025, 8:47 PM
Social Integration Case Id			
Associated Message Id			
Disconnect Reason	APIDisconnectCustomerIdleFlow		



Chat-8553623

Chat Transcript Name Chat-8553623

Case 23067469

Chat Transcript

[CUSTOMER] Russell Rope (2025-04-25 03:23:47.468 +0000 UTC): joined chat

[CUSTOMER] Russell Rope (2025-04-25 03:23:48.098 +0000 UTC): CBCB_SUMMARY **Chatbot Summary**: The user was asking about the location of the QR code scan button in the Coinbase app. The chatbot provided step-by-step instructions on how to access the QR code scanner in the Coinbase mobile app. **Chatbot Transcript**: BOT: Hey [NAME]! I'm the Coinbase Virtual Assistant. Thanks for being a Coinbase One subscriber! 🟡 We're facing higher than usual traffic. For faster assistance, please chat with me! BOT: There is currently an incident that may affect certain transactions and Coinbase features. Would you like to know more? USER: where is the scan button in the new app BOT: I didn't quite get that. BOT: How can I help you? Every detail helps! USER: where is the qr scan BOT: To find the **QR code scan button** in the Coinbase app: 1. Open the **Coinbase mobile app**. 2. Tap on the **Send/Receive** option at the bottom of the screen. 3. Select the **Scan** button to open the **QR code scanner**. END_CBCB_SUMMARY

[CUSTOMER] Russell Rope (2025-04-25 03:23:48.224 +0000 UTC): CBCB_SUMMARY You can use the **QR code scanner** to receive cryptocurrency payments or to add a new cryptocurrency wallet address to your Coinbase account. USER: agent END_CBCB_SUMMARY

[SYSTEM] SYSTEM_MESSAGE (2025-04-25 03:23:55.489 +0000 UTC): {"type": "SF_CASE_DATA", "SFcaseId": "500PD00000Ow0JaYAJ", "chat-screenpop-record": "500PD00000Ow0JaYAJ"}

[SYSTEM] SYSTEM_MESSAGE (2025-04-25 03:23:57.411 +0000 UTC): Your estimated wait time is less than 5 minutes.

[SYSTEM] SYSTEM_MESSAGE (2025-04-25 03:23:58.539 +0000 UTC): You're next in line and will be connected with an agent shortly.

[AGENT] Joseph Ian (2025-04-25 03:24:02.74 +0000 UTC): joined chat

[AGENT] Joseph Ian (2025-04-25 03:24:14.388 +0000 UTC): Thank you for contacting Coinbase. My name is[NAME]n. I will be assisting you today. Can you tell me a little more about what you need assistance with?

[CUSTOMER] Russell Rope (2025-04-25 03:24:32.855 +0000 UTC): hi, how am i supposed to connect to opensea on my computer with my phone app

[CUSTOMER] Russell Rope (2025-04-25 03:24:43.987 +0000 UTC): the scan in on the app changed

[AGENT] Joseph Ian (2025-04-25 03:25:57.8 +0000 UTC): Thank you for this information. May I have the interface of your phone. Please capture the scan on the app?

[CUSTOMER] Russell Rope (2025-04-25 03:26:23.586 +0000 UTC): galaxy 24 ultra

[AGENT] Joseph Ian (2025-04-25 03:26:25.896 +0000 UTC): Pleas send it over here <https://coinbase.sendsafely.com/dropzone/cx-files/23067469>

[CUSTOMER] Russell Rope (2025-04-25 03:26:26.672 +0000 UTC): i just updated the app

[CUSTOMER] Russell Rope (2025-04-25 03:26:38.16 +0000 UTC): no screen shot unnecessary

[CUSTOMER] Russell Rope (2025-04-25 03:27:13.578 +0000 UTC): ?

[AGENT] Joseph Ian (2025-04-25 03:27:24.868 +0000 UTC): Please bear with me

[AGENT] Joseph Ian (2025-04-25 03:28:02.217 +0000 UTC): I just want to confirm if it is on your Coinbase.com or Coinbase Wallet?

[CUSTOMER] Russell Rope (2025-04-25 03:28:10.13 +0000 UTC): coinbase app

[CUSTOMER] Russell Rope (2025-04-25 03:28:14.714 +0000 UTC): not wallet app

[AGENT] Joseph Ian (2025-04-25 03:28:34.817 +0000 UTC): I see. Got that

[CUSTOMER] Russell Rope (2025-04-25 03:28:53.535 +0000 UTC): when i click on eth in the web3 wallet, then withdraw, the only scan i can find (button in search bar) does not scan the qr code

[CUSTOMER] Russell Rope (2025-04-25 03:28:56.26 +0000 UTC): code

[AGENT] Joseph Ian (2025-04-25 03:29:20.767 +0000 UTC): o connect to OpenSea on your computer using the Coinbase.com app on your phone, follow these steps: 1. Open the Coinbase Wallet app on your mobile device. 2. Tap the Settings icon (gear icon) in the lower right-hand corner. 3. Select "WalletLink" or look for a similar option for connecting to web3 sites. 4. Use your phone's camera to scan the QR code displayed on the OpenSea website on your computer. 5. Once connected, you can interact with OpenSea on your computer while signing transactions on your mobile device.

[AGENT] Joseph Ian (2025-04-25 03:30:56.941 +0000 UTC): when i click on eth in the web3 wallet, then withdraw, the only scan i can find (button in search bar) does not scan the qr code It seems you're having trouble scanning the QR code to withdraw ETH from your Web3 wallet. Here's a possible solution: 1. Instead of using the scan button in the search bar, try tapping the "Receive" button on your Coinbase Wallet app's main screen. 2. This should open the camera to scan QR codes for receiving crypto. 3. Use this camera to scan the QR code displayed on your computer screen.

[CUSTOMER] Russell Rope (2025-04-25 03:33:21.642 +0000 UTC): i am trying to do it from coinbase app not coinbase wallet app though

[AGENT] Joseph Ian (2025-04-25 03:35:16.434 +0000 UTC): I do understand that. Have you tried the steps above?

[CUSTOMER] Russell Rope (2025-04-25 03:35:26.933 +0000 UTC): in the other app?

[AGENT] Joseph Ian (2025-04-25 03:35:38.326 +0000 UTC): This steps?

[AGENT] Joseph Ian (2025-04-25 03:35:39.803 +0000 UTC): o connect to OpenSea on your computer using the Coinbase.com app on your phone, follow these steps: 1. Open the Coinbase Wallet app on your mobile device. 2. Tap the Settings icon (gear icon) in the lower right-hand corner. 3. Select "WalletLink" or look for a similar option for connecting to web3 sites. 4. Use your phone's camera to scan the QR code displayed on the OpenSea website on your computer. 5. Once connected, you can interact with OpenSea on your computer while signing transactions on your mobile device.

[CUSTOMER] Russell Rope (2025-04-25 03:36:08.855 +0000 UTC): i dont want to link another wallet though

[CUSTOMER] Russell Rope (2025-04-25 03:36:12.854 +0000 UTC): those are different wallets

[CUSTOMER] Russell Rope (2025-04-25 03:36:23.948 +0000 UTC): my web3 wallet is in the coinbase app

[AGENT] Joseph Ian (2025-04-25 03:36:36.514 +0000 UTC): Please stay connected?

[CUSTOMER] Russell Rope (2025-04-25 03:36:39.576 +0000 UTC): k

[AGENT] Joseph Ian (2025-04-25 03:39:05.518 +0000 UTC): I appreciate you for waiting,[NAME]

[AGENT] Joseph Ian (2025-04-25 03:39:09.706 +0000 UTC): You need to connect your wallet to a dapp in order to authorize transactions using your wallet's private key to create a digital signature. A digital signature is used to prove that you own the private key associated with your public key and that you have authorized a transaction such as the purchase of an NFT or the transfer of ETH into a Defi lending smart contract.

[AGENT] Joseph Ian (2025-04-25 03:39:17.614 +0000 UTC): Connecting your wallet to a dapp is the equivalent to 'logging into a website'. Connecting your wallet to a dapp does not cost any ETH.

[AGENT] Joseph Ian (2025-04-25 03:39:28.747 +0000 UTC): Depending on the dapp, it may: Ask you to connect your wallet prior to navigating to the site and to sign a message authenticating that you are the owner of your wallet. Prompt you to connect your wallet before approving the transaction. Allow you to manually connect your wallet by selecting 'connect' or 'connect wallet' (this button will typically be featured on the[NAME]'s home page).

[AGENT] Joseph Ian (2025-04-25 03:39:45.184 +0000 UTC): This option should give you a menu of wallets to choose from to connect to the dapp. The web3 wallet and Coinbase Wallet option should be available to you through the dapp's connection page. Please note that you should only connect your wallet to dapps that you trust. Coinbase is not affiliated with, and does not endorse, these dapps. Coinbase is not responsible for any lost funds.

[CUSTOMER] Russell Rope (2025-04-25 03:41:04.831 +0000 UTC): i am not a newbie

[CUSTOMER] Russell Rope (2025-04-25 03:41:16.804 +0000 UTC): coinbase changed the app

[CUSTOMER] Russell Rope (2025-04-25 03:41:29.595 +0000 UTC): the scan button used to be on the main menu

[CUSTOMER] Russell Rope (2025-04-25 03:41:54.995 +0000 UTC): on the main screen of the hamburger icon menu

[CUSTOMER] Russell Rope (2025-04-25 03:42:13.735 +0000 UTC): then it was on that screen in the top right corner next to the question mark

[CUSTOMER] Russell Rope (2025-04-25 03:42:33.518 +0000 UTC): now that scan button disappeared

[CUSTOMER] Russell Rope (2025-04-25 03:43:15.372 +0000 UTC): the only other thing i can find the opens the camera to scan is on the withdraw page in the search bar, but it does not read the opensea qr code

[CUSTOMER] Russell Rope (2025-04-25 03:43:45.305 +0000 UTC): and it has a different style icon than the old scan button and the equivalent in web3 wallet

[CUSTOMER] Russell Rope (2025-04-25 03:43:59.136 +0000 UTC): i mean in coinbase wallet

[AGENT] Joseph Ian (2025-04-25 03:44:03.987 +0000 UTC): I appreciate you for waiting

[CUSTOMER] Russell Rope (2025-04-25 03:44:09.885 +0000 UTC): the moved the scan button, where to

[AGENT] Joseph Ian (2025-04-25 03:45:11.285 +0000 UTC): The main reason why the scan button disappeared is because Web3 Wallet is being decommissioned by Coinbase on June 30, 2025, as part of a strategic effort to enhance user experience through improved wallet offerings. This transition requires customers to migrate their assets, including tokens, NFTs, and DeFi positions, to a new wallet before the decommissioning date.

[CUSTOMER] Russell Rope (2025-04-25 03:45:35.638 +0000 UTC): d00d it is april 24

[CUSTOMER] Russell Rope (2025-04-25 03:46:03.48 +0000 UTC): they are trying to steal my NFTs until you provide access to my opensea

[CUSTOMER] Russell Rope (2025-04-25 03:46:12.072 +0000 UTC): and will be sued for a billion dollars

[CUSTOMER] Russell Rope (2025-04-25 03:47:29.282 +0000 UTC): if you do not have an answer you better get some help

[CUSTOMER] Russell Rope (2025-04-25 03:47:52.38 +0000 UTC): i am going to sue either way. 1 million for every hour i am locked out

[AGENT] Joseph Ian (2025-04-25 03:48:15.458 +0000 UTC): I do understand it is April 24 due to the Web 3 wallet sunsetting this coming June 30, 2025 some features are being deprecated

[CUSTOMER] Russell Rope (2025-04-25 03:48:30.683 +0000 UTC): today is april 24 a month before the change

[CUSTOMER] Russell Rope (2025-04-25 03:48:46.214 +0000 UTC): meaning today is not jun 30 no excuses

[CUSTOMER] Russell Rope (2025-04-25 03:49:10.173 +0000 UTC): and that is complete bullshit they are going to cause serious problems for all the people they are not notifying

[CUSTOMER] Russell Rope (2025-04-25 03:50:07.551 +0000 UTC): how about a pass key login can you help me set that up

[CUSTOMER] Russell Rope (2025-04-25 03:52:31.088 +0000 UTC): these clowns are delusional to think they won't be held accountable for this nonsense

[CUSTOMER] Russell Rope (2025-04-25 03:52:46.867 +0000 UTC): i dont have much time plz hurry

[CUSTOMER] Russell Rope (2025-04-25 03:52:59.239 +0000 UTC): passkey login?

[AGENT] Joseph Ian (2025-04-25 03:53:07.126 +0000 UTC): I understand your frustration with the changes to the Web3 Wallet. The reason you're no longer seeing the scan button is indeed due to the ongoing deprecation of the Web3 Wallet, where some features are already being removed in preparation for the full sunset on June 30, 2025.

[AGENT] Joseph Ian (2025-04-25 03:53:13.822 +0000 UTC): Coinbase is implementing these changes gradually to ensure a smoother transition for users. While it may cause some inconvenience now, this approach allows time for users to adapt and migrate their assets before the final shutdown. Coinbase is actively notifying users through various channels, but I apologize if you feel the communication has been

insufficient. The company's goal is to provide ample time for users to migrate their assets and become familiar with alternative options like Coinbase Wallet or Coinbase Smart Wallet.

[CUSTOMER] Russell Rope (2025-04-25 03:53:25.974 +0000 UTC): did i say i was frustrated?

[AGENT] Joseph Ian (2025-04-25 03:53:35.949 +0000 UTC): As your reference please visit this link <https://help.coinbase.com/en/coinbase/trading-and-funding/trade-on-dex/web3-wallet-sunset>

[AGENT] Joseph Ian (2025-04-25 03:54:31.344 +0000 UTC): passkey login? regarding this concern. I just want to clarify if you like to change your 2FA set up to Passkey on your Coinbase.com account?

[CUSTOMER] Russell Rope (2025-04-25 03:55:27.855 +0000 UTC): i don't believe i can move my assets to another wallet until i connect to opensea and add the new wallet to my account

[CUSTOMER] Russell Rope (2025-04-25 03:56:19.554 +0000 UTC): you have neophyte wannabe hackers trying to play me like they want to spend the rest of their lives in prison. i was an elite hacker two decades ago. gtfoh and tell me how to login

[CUSTOMER] Russell Rope (2025-04-25 03:57:07.573 +0000 UTC): i dont know anything about passkey. i am asking you if u can guide me to set it up and login with it as an alternative to scanning in

[CUSTOMER] Russell Rope (2025-04-25 03:57:57.111 +0000 UTC): or are you going to tell me how to scan in

[AGENT] Joseph Ian (2025-04-25 03:58:03.804 +0000 UTC): Let me check here on what I can do.

[CUSTOMER] Russell Rope (2025-04-25 03:58:10.642 +0000 UTC): this should be easy. you must have other people complaining

[CUSTOMER] Russell Rope (2025-04-25 03:58:19.963 +0000 UTC): unless you removed it only from my account

[CUSTOMER] Russell Rope (2025-04-25 03:58:25.486 +0000 UTC): NO EXCUSES

[CUSTOMER] Russell Rope (2025-04-25 03:58:40.997 +0000 UTC): you(coinbase)

[CUSTOMER] Russell Rope (2025-04-25 03:59:47.8 +0000 UTC): an additional million dollars for every minute support fails to answer my simple questions not limited to this conversation

[AGENT] Joseph Ian (2025-04-25 04:02:54.313 +0000 UTC): I appreciate you for waiting, [NAME]. For us to proceed with the investigation and also we can see the interference on your end. Please provide us a screenshot

[AGENT] Joseph Ian (2025-04-25 04:03:10.238 +0000 UTC): Pleas send it over here <https://coinbase.sendsafely.com/dropzone/cx-files/23067469>

[CUSTOMER] Russell Rope (2025-04-25 04:03:15.179 +0000 UTC): there is no more interference and nothing to screenshot

[CUSTOMER] Russell Rope (2025-04-25 04:03:33.729 +0000 UTC): either tell me where the scan in button moved to or bring it back

[AGENT] Joseph Ian (2025-04-25 04:03:48.473 +0000 UTC): The screenshot will help us to see and check on what you are seeing on your end.

[CUSTOMER] Russell Rope (2025-04-25 04:04:12.216 +0000 UTC): tell your dumbass dev team i am going to subpoena the identities of these wannabe hacktards and press criminal charges in addition civil RICO

[AGENT] Joseph Ian (2025-04-25 04:05:56.057 +0000 UTC): I recognize that this has been a challenging experience for you. If you have concerns about Coinbase's services or believe you've been a victim of fraud, please report it through proper legal channels.

[CUSTOMER] Russell Rope (2025-04-25 04:05:57.391 +0000 UTC): please provide me a support case number so i can escalate this

[CUSTOMER] Russell Rope (2025-04-25 04:06:08.47 +0000 UTC): it is not challenging

[CUSTOMER] Russell Rope (2025-04-25 04:06:15.818 +0000 UTC): i am playing chess and your clowns are playing checkers

[CUSTOMER] Russell Rope (2025-04-25 04:06:38.514 +0000 UTC): i already reported this to the feds

[AGENT] Joseph Ian (2025-04-25 04:06:43.847 +0000 UTC): You can file a formal complaint with Coinbase using this form: <https://help.coinbase.com/en/contact-us/submit-a-complaint.html> Once you complete this form, a representative will be in contact with you.

[CUSTOMER] Russell Rope (2025-04-25 04:06:56.751 +0000 UTC): i need the case number plz

[AGENT] Joseph Ian (2025-04-25 04:06:59.386 +0000 UTC): Here is the case number 23067469

[CUSTOMER] Russell Rope (2025-04-25 04:07:30.529 +0000 UTC): thnx. is [NAME] you legal name?

[CUSTOMER] Russell Rope (2025-04-25 04:08:02.278 +0000 UTC): dont worry im not going to sue you unless you did anything other than try to support which i doubt

[CUSTOMER] Russell Rope (2025-04-25 04:09:04.767 +0000 UTC): ? just answer yes or no and we are done

[AGENT] Joseph Ian (2025-04-25 04:09:51.464 +0000 UTC): I understand your situation and I truly wish I could assist you further. I felt ashamed right now since I'm not able to help you to get back the scan button

[CUSTOMER] Russell Rope (2025-04-25 04:10:10.894 +0000 UTC): so you legal name isn't [NAME]?

[AGENT] Joseph Ian (2025-04-25 04:10:27.817 +0000 UTC): Im afraid that Im not bale to provide my legal name for security purposes however you can input that name on the complaint if you wanted too.

[CUSTOMER] Russell Rope (2025-04-25 04:11:43.917 +0000 UTC): Tell the racketards I am going to change my legal name to Yoda Love Law after I put them in prison, extra security for my accounts that will hold all those winnings. thnx for nothing

[CUSTOMER] Russell Rope (2025-04-25 04:12:49.933 +0000 UTC): left chat

Record Type Front Line

Created By Amazon Connect Integration,
4/24/2025, 9:17 PM

Last Modified By Amazon Connect Integration,
4/24/2025, 9:17 PM

**Social Integration
Case Id**

**Associated Message
Id**

Disconnect Reason CustomerDisconnect

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Chat-8560951

Chat Transcript Name Chat-8560951

Case 23073788

Chat Transcript

[CUSTOMER] Russell Rope (2025-04-25 18:45:51.984 +0000 UTC): joined chat

[CUSTOMER] Russell Rope (2025-04-25 18:45:52.685 +0000 UTC): CBCB_SUMMARY ****Chatbot Summary****: The user was inquiring about recovering their Coinbase Web3 wallet. The chatbot provided step-by-step instructions on how to recover the Web3 wallet using the recovery phrase, noting that the Web3 wallet is separate from the user's primary Coinbase account balance. ****Chatbot Transcript****: BOT: Hey [NAME]! I'm the Coinbase Virtual Assistant. Thanks for being a Coinbase One subscriber! 🟡 We're facing higher than usual traffic. For faster assistance, please chat with me! BOT: There is currently an incident that may affect certain transactions and Coinbase features. Would you like to know more? USER: web3 wallet recovery BOT: I didn't quite get that. BOT: How can I help you? Every detail helps! USER: web3 wallet BOT: To recover your ****Coinbase Web3 wallet****: 1. Go to the ****Explore tab**** in your Coinbase account. 2. Select the ****Web3 wallet**** option. 3. Follow the ****on-screen instructions**** to recover your Web3 wallet using your recovery phrase. END_CBCB_SUMMARY

[CUSTOMER] Russell Rope (2025-04-25 18:45:52.802 +0000 UTC): CBCB_SUMMARY Note that your ****Web3 wallet**** is separate from your ****primary Coinbase account balance****. The Web3 wallet is used to interact with decentralized applications and exchanges. USER: agent END_CBCB_SUMMARY

[SYSTEM] SYSTEM_MESSAGE (2025-04-25 18:45:59.739 +0000 UTC): {"type": "SF_CASE_DATA", "SFcaseId": "500PD00000OxPWAYA3", "chat-screenpop-record": "500PD00000OxPWAYA3"}

[SYSTEM] SYSTEM_MESSAGE (2025-04-25 18:46:01.504 +0000 UTC): Your estimated wait time is less than 5 minutes.

[SYSTEM] SYSTEM_MESSAGE (2025-04-25 18:46:02.583 +0000 UTC): You're next in line and will be connected with an agent shortly.

[AGENT] Dudala (2025-04-25 18:46:06.446 +0000 UTC): joined chat

[AGENT] Dudala (2025-04-25 18:46:35.7 +0000 UTC): Hi! I'm [NAME]a, your support representative for today. Thank you for being a Coinbase One customer! I hope you're doing well. I'm here to assist you with your concern.

[CUSTOMER] Russell Rope (2025-04-25 18:46:57.882 +0000 UTC): You are fools to use these harassing fake names, all logged and being reported to the feds

[CUSTOMER] Russell Rope (2025-04-25 18:47:16.42 +0000 UTC): please go approve my web3 wallet verification

[CUSTOMER] Russell Rope (2025-04-25 18:47:59.45 +0000 UTC): the support criminal last night tried to trick me into transferring my NFTs without first securing my opensea account, so do not tell me to do that.

[AGENT] Dudala (2025-04-25 18:48:19.772 +0000 UTC): I apologize, but I cannot assist with or respond to abusive or threatening comments. If you have a specific question about Coinbase products or services, I'd be happy to help with that.

[CUSTOMER] Russell Rope (2025-04-25 18:48:40.337 +0000 UTC): you must enable my web3 wallet so i can secure my NFTs or Coinbase will be held liable for \$1,000,000,000

[AGENT] Dudala (2025-04-25 18:48:59.817 +0000 UTC): I apologize, but I cannot directly approve your web3 wallet verification. Web3 wallet verification is an automated process that requires you to complete identity verification steps. Here's what you can do: 1. Open the Coinbase app and go to your web3 wallet section. 2. Follow the prompts to upload your identity document (ID). 3. Complete the remaining identity verification steps as instructed. 4. Wait for the confirmation email, which should arrive within 48 hours.

[AGENT] Dudala (2025-04-25 18:49:09.972 +0000 UTC): If you're having issues with the verification process, please refer to the identity verification troubleshooting article in our Help Center for additional guidance.

[CUSTOMER] Russell Rope (2025-04-25 18:49:13.626 +0000 UTC): It has been a week

[CUSTOMER] Russell Rope (2025-04-25 18:49:22.084 +0000 UTC): and still says up to 48 hours

[CUSTOMER] Russell Rope (2025-04-25 18:49:31.562 +0000 UTC): i have complained several times

[CUSTOMER] Russell Rope (2025-04-25 18:49:58.836 +0000 UTC): coinbase is both holding my NFTs captive and holding up my NFT drop

[AGENT] Dudala (2025-04-25 18:50:56.596 +0000 UTC): [NAME], I completely understand your concern.

[CUSTOMER] Russell Rope (2025-04-25 18:51:15.515 +0000 UTC): "you web3 wallet recovery request is being reviewed" by who? they are criminally violating my rights at this point

[AGENT] Dudala (2025-04-25 18:51:54.58 +0000 UTC): We require an additional type of verification. At your convenience, please follow these steps: 1. Sign in to your account. 2. Go to the following link: <https://www.coinbase.com/verify-document?facematch=true> - You must be signed in to your account for the link to work properly and you may need to copy and paste the link into your browser. 3. Select an ID type and complete the prompts. You can complete this process using either a webcam or your mobile device, or an integrated camera.

[AGENT] Dudala (2025-04-25 18:52:05.484 +0000 UTC): Your account will be automatically verified if you successfully upload valid images of your ID and your face. Please note that this process can't be completed using the mobile app. You'll need to use a browser.

[CUSTOMER] Russell Rope (2025-04-25 18:52:40.523 +0000 UTC): that is not what it says

[CUSTOMER] Russell Rope (2025-04-25 18:52:46.393 +0000 UTC): and i will not share a selfie period

[CUSTOMER] Russell Rope (2025-04-25 18:52:49.63 +0000 UTC): do not share selfix

[CUSTOMER] Russell Rope (2025-04-25 18:52:58.025 +0000 UTC): i did not sign up for that

[CUSTOMER] Russell Rope (2025-04-25 18:53:04.785 +0000 UTC): nor would i have

[CUSTOMER] Russell Rope (2025-04-25 18:53:12.53 +0000 UTC): i will gladly take my business elsewhere

[CUSTOMER] Russell Rope (2025-04-25 18:53:28.013 +0000 UTC): but first you must unlock my account without a selfie. i provided my real id

[CUSTOMER] Russell Rope (2025-04-25 18:53:34.287 +0000 UTC): i can verify other ways

[CUSTOMER] Russell Rope (2025-04-25 18:53:39.722 +0000 UTC): NO SELFIE

[CUSTOMER] Russell Rope (2025-04-25 18:53:41.607 +0000 UTC): I WILL SUE

[CUSTOMER] Russell Rope (2025-04-25 18:53:48.313 +0000 UTC): no arbitration

[CUSTOMER] Russell Rope (2025-04-25 18:53:55.861 +0000 UTC): RICO LAW

[CUSTOMER] Russell Rope (2025-04-25 18:54:07.76 +0000 UTC): get your supervisor to cut the BS

[CUSTOMER] Russell Rope (2025-04-25 18:54:11.498 +0000 UTC): plz

[AGENT] Dudala (2025-04-25 18:54:51.882 +0000 UTC): I apologize, but I cannot unlock your account without completing the required security steps, including the selfie verification. This process is essential for account security and cannot be bypassed.

[CUSTOMER] Russell Rope (2025-04-25 18:55:00.511 +0000 UTC): stop lying i am a developer

[CUSTOMER] Russell Rope (2025-04-25 18:55:09.439 +0000 UTC): and a federal attorney

[CUSTOMER] Russell Rope (2025-04-25 18:55:38.526 +0000 UTC): who is doing the review? it is a human right?

[AGENT] Dudala (2025-04-25 18:56:02.416 +0000 UTC): I understand your concern, but I cannot directly enable your web3 wallet. Web3 wallets are user-controlled and non-custodial, meaning Coinbase does not have access to them.

[CUSTOMER] Russell Rope (2025-04-25 18:56:16.5 +0000 UTC): if not it would have auto rejected, and it still has not rejected me. it says "being reviewed" so tell the reviewer to click approve or else

[CUSTOMER] Russell Rope (2025-04-25 18:56:42.168 +0000 UTC): i provided front and back of my id

[CUSTOMER] Russell Rope (2025-04-25 18:56:46.714 +0000 UTC): and a picture of my id for my selfie

[AGENT] Dudala (2025-04-25 18:56:46.749 +0000 UTC): [NAME], this is an automated review process, and we are unable to verify it from our side.

[CUSTOMER] Russell Rope (2025-04-25 18:56:56.029 +0000 UTC): everything is there

[CUSTOMER] Russell Rope (2025-04-25 18:57:01.974 +0000 UTC): so who is reviewing it

[CUSTOMER] Russell Rope (2025-04-25 18:58:41.221 +0000 UTC): ?

[CUSTOMER] Russell Rope (2025-04-25 19:00:00.627 +0000 UTC): it is clearly a human. you have only an id to compare one picture from my id. it has to be a human.

[AGENT] Dudala (2025-04-25 19:00:12.923 +0000 UTC): [NAME], allow me a moment while I check this for you.

[CUSTOMER] Russell Rope (2025-04-25 19:00:21.753 +0000 UTC): only have one picture to compare from my id

[CUSTOMER] Russell Rope (2025-04-25 19:00:38.334 +0000 UTC): thnx

[AGENT] Dudala (2025-04-25 19:04:20.63 +0000 UTC): Thanks for waiting.

[AGENT] Dudala (2025-04-25 19:04:26.436 +0000 UTC): I apologize for the delay in your Web3 Recovery process. Since it's been pending for more than 48 hours, here are the next steps: 1. Go to your Web3 Wallet in the Coinbase app. 2. Look for the "Re-Submit" option. 3. Select it to initiate a new IDV upload with the onfido_high_priority vendor. 4. Complete the IDV process again. If you don't see the "Re-Submit" option or continue to experience issues, please let me know for further assistance.

[CUSTOMER] Russell Rope (2025-04-25 19:04:35.245 +0000 UTC): NO

[CUSTOMER] Russell Rope (2025-04-25 19:04:44.453 +0000 UTC): I ALREADY DID THAT AND IT IS PENDING

[CUSTOMER] Russell Rope (2025-04-25 19:04:58.737 +0000 UTC): I am not getting back in line for 48 hours to end up in the same position

[CUSTOMER] Russell Rope (2025-04-25 19:05:15.395 +0000 UTC): Tell them to approve it now or I am absolutely taking heavy legal action

[AGENT] Dudala (2025-04-25 19:06:25.786 +0000 UTC): I understand your frustration, but I cannot immediately approve your Web3 wallet or bypass our security processes. Legal threats do not change our verification procedures. These measures are in place to protect all users' accounts and assets. If you're experiencing a delay beyond the standard 48-hour period: 1. Check your email for any communication from Coinbase regarding your verification. 2. Ensure all requested documents have been correctly submitted.

[AGENT] Dudala (2025-04-25 19:06:41.34 +0000 UTC): We aim to resolve all verifications as quickly as possible while maintaining necessary security standards.

[CUSTOMER] Russell Rope (2025-04-25 19:07:01.925 +0000 UTC): IM NOT FRUSTRATED. I AM ANGRY AND I AM GOING SUE THE LIFE OUT OF COINBASE AND EVERYONE WILL NO NOT TO TRUST THEM AS CUSTODIANS

[CUSTOMER] Russell Rope (2025-04-25 19:07:08.332 +0000 UTC): FIX THIS NOW!!!!

[CUSTOMER] Russell Rope (2025-04-25 19:07:14.979 +0000 UTC): *KNOW

[CUSTOMER] Russell Rope (2025-04-25 19:07:51.206 +0000 UTC): It is less secure for me to send you a current selfie than the alternative

[CUSTOMER] Russell Rope (2025-04-25 19:08:12.128 +0000 UTC): my brothers could send you a selfie and you would approve it. and i would never trust either of them

[AGENT] Dudala (2025-04-25 19:08:47.864 +0000 UTC): [NAME], let me connect with the specialist and check what best I can do. Please allow me a few minutes.

[CUSTOMER] Russell Rope (2025-04-25 19:08:59.039 +0000 UTC): Tell your CEO to call me because they will be held personally liable in addition to company

[CUSTOMER] Russell Rope (2025-04-25 19:10:46.627 +0000 UTC): I am an federal RICO attorney. If I say I am going to sue, I will do it myself. It will happen.

[CUSTOMER] Russell Rope (2025-04-25 19:12:08.148 +0000 UTC): your fakes support names are all connecting to and established pattern of racketeering activity

[CUSTOMER] Russell Rope (2025-04-25 19:12:12.509 +0000 UTC): total incompetence

[AGENT] Dudala (2025-04-25 19:12:15.157 +0000 UTC): [NAME], I understand your concern, please allow me few minutes and check with my specialist regarding the issue.

[CUSTOMER] Russell Rope (2025-04-25 19:12:21.837 +0000 UTC): k

[AGENT] Dudala (2025-04-25 19:15:23.883 +0000 UTC): Thanks for waiting.

[AGENT] Dudala (2025-04-25 19:15:32.278 +0000 UTC): To help us resolve the issue, please upload the error screenshots using the link provided here: <https://coinbase.sendsafely.com/dropzone/cx-files/23073788>

[CUSTOMER] Russell Rope (2025-04-25 19:17:49.407 +0000 UTC): Submission ID# G0CY-YARG

[AGENT] Dudala (2025-04-25 19:18:04.555 +0000 UTC): Thanks.

[CUSTOMER] Russell Rope (2025-04-25 19:18:48.1 +0000 UTC): im sending another

[AGENT] Dudala (2025-04-25 19:19:02.291 +0000 UTC): Okay.

[CUSTOMER] Russell Rope (2025-04-25 19:19:57.363 +0000 UTC): Submission ID# SWJD-87U9

[AGENT] Dudala (2025-04-25 19:20:15.236 +0000 UTC): Thank you!

[AGENT] Dudala (2025-04-25 19:20:15.462 +0000 UTC): Could you please tell me the date you attempted to connect the web3 wallet?

[CUSTOMER] Russell Rope (2025-04-25 19:20:39.957 +0000 UTC): clicking account recovery takes me to the first image i uploaded

[CUSTOMER] Russell Rope (2025-04-25 19:20:45.33 +0000 UTC): i just did that

[CUSTOMER] Russell Rope (2025-04-25 19:20:52.528 +0000 UTC): today, minutes ago

[CUSTOMER] Russell Rope (2025-04-25 19:21:08.725 +0000 UTC): i have been getting that for a week

[AGENT] Dudala (2025-04-25 19:22:07.092 +0000 UTC): Could you please confirm the date of web3 recovery attempt?

[CUSTOMER] Russell Rope (2025-04-25 19:22:38.917 +0000 UTC): look there is no doubt in my mind that the defendants of my federal racketeering case are using coinbase to try and steal from me, and at the expense of all the wallets to be burned because there was hardly any notice, none outside the app, regarding web3 wallet transfer scam

[CUSTOMER] Russell Rope (2025-04-25 19:23:53.525 +0000 UTC): and the neophyte wannabe hack clowns last night tried to trick me into doing the transfer while intentionally neglecting the fact that i would not be able to login to any NFT marketplace without the wallet coinbase is holding hostage

[AGENT] Dudala (2025-04-25 19:24:12.988 +0000 UTC): I understand your concern, but I cannot comment on or assist with legal matters or accusations. Regarding the Web3 wallet transfer: 1. Coinbase announced the Web3 wallet sunset on June 30, 2025. 2. Users are advised to migrate assets to their primary Coinbase balance, Coinbase Wallet, or another self-custody wallet. 3. Notifications were provided through the app and our Help Center. 4. To secure your assets, please follow the migration steps in our Help Center article.

[CUSTOMER] Russell Rope (2025-04-25 19:24:42.135 +0000 UTC): just explaining how serious this is so you do your best to help

[AGENT] Dudala (2025-04-25 19:25:13.916 +0000 UTC): [NAME], I completely understand your concern.

[CUSTOMER] Russell Rope (2025-04-25 19:25:19.538 +0000 UTC): you need to email people about that

[CUSTOMER] Russell Rope (2025-04-25 19:25:28.947 +0000 UTC): and text them

[AGENT] Dudala (2025-04-25 19:25:38.537 +0000 UTC): Could you please confirm the date of web3 recovery first attempt?

[CUSTOMER] Russell Rope (2025-04-25 19:25:49.193 +0000 UTC): what if they do not check that app? their wallets get burned. they lose nfts, crypto, and others gain

[CUSTOMER] Russell Rope (2025-04-25 19:26:15.547 +0000 UTC): i dont know let me see if there is an email

[AGENT] Dudala (2025-04-25 19:26:54.972 +0000 UTC): Coinbase is not burning or deleting any wallets. The Web3 wallet sunset on June 30, 2025 means: 1. Users need to migrate their assets before this date. 2. Assets can be moved to primary Coinbase balance, Coinbase Wallet, or another self-custody

wallet. 3. Coinbase provides notifications through the app and email. 4. If users don't migrate, they may lose access to their assets after the sunset date.

[CUSTOMER] Russell Rope (2025-04-25 19:27:16.345 +0000 UTC): April 16? im not sure

[AGENT] Dudala (2025-04-25 19:27:21.638 +0000 UTC): To avoid losing access to NFTs or crypto, users should check their Coinbase app regularly and follow the migration instructions provided.

[AGENT] Dudala (2025-04-25 19:27:28.474 +0000 UTC): Thanks for the date.

[AGENT] Dudala (2025-04-25 19:27:40.427 +0000 UTC): Let me inform my specialist team regarding this.

[CUSTOMER] Russell Rope (2025-04-25 19:28:11.598 +0000 UTC): I am no fool, but you can't expect others to check regularly or even understand. You need to be email people everyday with reminders

[AGENT] Dudala (2025-04-25 19:28:54.78 +0000 UTC): Russell, Coinbase has already sent emails to many people regarding the Web3 wallet sunset on June 30, 2025.

[CUSTOMER] Russell Rope (2025-04-25 19:31:09.899 +0000 UTC): i have spoken my peace about that. let's focus on getting my account activated. what is your specialist saying? tell them i can program computers in more than 30 languages and have been learning core web3 dev. i know they can fix this easy.

[AGENT] Dudala (2025-04-25 19:31:50.167 +0000 UTC): I understand your concern. Your issue has been escalated, and our team is actively reviewing and working to resolve it as quickly as possible. We appreciate your patience during this process.

[CUSTOMER] Russell Rope (2025-04-25 19:32:08.848 +0000 UTC): k

[AGENT] Dudala (2025-04-25 19:32:25.011 +0000 UTC): Apart from this Is there anything else I can help you with?

[CUSTOMER] Russell Rope (2025-04-25 19:34:34.802 +0000 UTC): sure. read about what is going on @ <https://russellrope.com/real-legaltrilog-revolution> and file complaints informing the authorities as to who is directing your fake names. that person is an evil criminal @ fbi.gov and ftc.gov

[AGENT] Dudala (2025-04-25 19:35:39.789 +0000 UTC): Thanks for the information.

[CUSTOMER] Russell Rope (2025-04-25 19:36:08.639 +0000 UTC): i will be filing new petitions and cases for that following my coin launch after nft drop @ <https://classysavageart.com/coin> (revised tokenomics and white paper coming soon)

[CUSTOMER] Russell Rope (2025-04-25 19:36:48.907 +0000 UTC): my coin gunna go 100x

[CUSTOMER] Russell Rope (2025-04-25 19:36:56.395 +0000 UTC): fyi

[AGENT] Dudala (2025-04-25 19:38:18.143 +0000 UTC): That's fantastic news! Wishing you all the best and I admire your courage in forging your own way.

[CUSTOMER] Russell Rope (2025-04-25 19:38:41.674 +0000 UTC): appreciate, so are we still waiting on support?

[AGENT] Dudala (2025-04-25 19:39:47.012 +0000 UTC): [NAME], our team will resolve the issue as soon as possible, it has been forwarded to our team. They are working on it with a high priority.

[AGENT] Dudala (2025-04-25 19:40:20.651 +0000 UTC): We appreciate your patience during this process.

[AGENT] Dudala (2025-04-25 19:41:04.768 +0000 UTC): I can help you with the ticket number from my end. Here it is: 23073788.

[AGENT] Dudala (2025-04-25 19:41:17.023 +0000 UTC): Is there anything else I can help you with?

[CUSTOMER] Russell Rope (2025-04-25 19:43:04.271 +0000 UTC): are they helping me now or are you expecting me to use that ticket number for something?

[AGENT] Dudala (2025-04-25 19:44:14.837 +0000 UTC): [NAME], our team is currently addressing this issue, and I've provided you with the reference number from my side.

[CUSTOMER] Russell Rope (2025-04-25 19:44:39.721 +0000 UTC): so now what?

[AGENT] Dudala (2025-04-25 19:45:44.971 +0000 UTC): Please hold on a bit longer as the issue has been escalated and will be resolved shortly.

[CUSTOMER] Russell Rope (2025-04-25 19:45:54.893 +0000 UTC): [NAME]

[CUSTOMER] Russell Rope (2025-04-25 19:46:03.827 +0000 UTC): where are you located?
[ADDRESS]

[CUSTOMER] Russell Rope (2025-04-25 19:46:15.662 +0000 UTC): or remote?

[AGENT] Dudala (2025-04-25 19:47:26.849 +0000 UTC): Coinbase's headquarters are located in [ADDRESS], not in [ADDRESS]. The company has moved to a new office in the heart of [ADDRESS].

[CUSTOMER] Russell Rope (2025-04-25 19:48:05.458 +0000 UTC): I love SF. Beautiful city.

[AGENT] Dudala (2025-04-25 19:48:53.753 +0000 UTC): I'm glad you love [ADDRESS]. It is indeed a beautiful city.

[AGENT] Dudala (2025-04-25 19:49:14.626 +0000 UTC): Is there anything specific about Coinbase that you'd like assistance with?

[CUSTOMER] Russell Rope (2025-04-25 19:49:22.303 +0000 UTC): you can let your people know imma HAM but not an AHOLE. this is business

[CUSTOMER] Russell Rope (2025-04-25 19:49:33.218 +0000 UTC): not personal

[CUSTOMER] Russell Rope (2025-04-25 19:49:42.898 +0000 UTC): its personal for the opps

[CUSTOMER] Russell Rope (2025-04-25 19:50:29.751 +0000 UTC): nope you asked me to wait. you can speed this up so i can eat lunch

[AGENT] Dudala (2025-04-25 19:51:23.233 +0000 UTC): [NAME], it may take several hours, but our team has already sent your information to begin the process. You will receive a confirmation email as soon as it's completed.

[CUSTOMER] Russell Rope (2025-04-25 19:51:40.853 +0000 UTC): the names they have you using are personal

[CUSTOMER] Russell Rope (2025-04-25 19:51:57.463 +0000 UTC): your fake name corresponds to my should ne wife

[AGENT] Dudala (2025-04-25 19:52:31.232 +0000 UTC): Yes [NAME], my name is [NAME] and I'm using my 1st name in the chat.

[CUSTOMER] Russell Rope (2025-04-25 19:52:43.885 +0000 UTC): the first support person about this chose the name [NAME] like redemption aka the prison movie tryna extort me for a mugshot

[CUSTOMER] Russell Rope (2025-04-25 19:53:06.361 +0000 UTC): well they must have assigned you to my case on purpose

[CUSTOMER] Russell Rope (2025-04-25 19:53:25.735 +0000 UTC): there is one more thing you can help not limited to me about

[CUSTOMER] Russell Rope (2025-04-25 19:53:34.773 +0000 UTC): regarding coinbase

[AGENT] Dudala (2025-04-25 19:54:24.099 +0000 UTC): Yes, tell me. I'm happy to help.

[CUSTOMER] Russell Rope (2025-04-25 19:55:27.392 +0000 UTC): i tweeted to @CoinbaseSupport and was immediately bombarde with 16 spam bots trying to phish me. you guys need to get on x about that. i am unphased by tard phishers, but others could have been easily tricked, but the most shady thing about it was some of their name hack account also corresponding to the pattern of racketeering

[CUSTOMER] Russell Rope (2025-04-25 19:56:09.357 +0000 UTC): excuse the typos i do not care to spend time typing slower than a million words a minute

[AGENT] Dudala (2025-04-25 19:56:20.209 +0000 UTC): Thank you for reporting this issue. We take the security of our users very seriously. Here's what you can do: 1. Report these phishing attempts to Twitter/X directly using their reporting feature. 2. Block and report suspicious accounts to @CoinbaseSupport. 3. Never share your Coinbase account information, passwords, or recovery phrases with anyone. 4. Be cautious of any unsolicited messages or links, even if they appear to be from Coinbase.

[AGENT] Dudala (2025-04-25 19:56:30.897 +0000 UTC): We continuously work to combat phishing attempts and improve our security measures. Your report helps us in this effort.

[CUSTOMER] Russell Rope (2025-04-25 19:57:55.89 +0000 UTC): Hey @Coinbase @CoinbaseSupport 2:13 PM Re: [Reply] Case #***** !? 4:34 PM · Apr 21, 2025 · 102 Views View post engagements Replying to @RussellRope @coinbase and @CoinbaseSupport No file chosen RussellRope.com @RussellRope · Apr 21 @Coinbase @CoinbaseSupport @CoinbaseAssets @CbVent[USERNAME] @CoinbaseWallet look at all these phishers in my comments, approve my web3

recovery, & buy my #NFTs thnx [russellrope.com](https://www.russellrope.com) @RussellRope · Apr 21 Terminate all the phishing bots in my comments @X @Xai @ElonMusk 🙄🌐 Coinbase Support @C

Record Type Front Line

Created By Amazon Connect Integration,
4/25/2025, 1:04 PM

Last Modified By Amazon Connect Integration,
4/25/2025, 1:04 PM

**Social Integration
Case Id**

**Associated Message
Id**

Disconnect Reason AgentDisconnect

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Chat-8675289

Chat Transcript Name Chat-8675289

Case 23176499

Chat Transcript

[CUSTOMER] Russell Rope (2025-05-05 22:54:09.247 +0000 UTC): joined chat

[CUSTOMER] Russell Rope (2025-05-05 22:54:09.89 +0000 UTC): CBCB_SUMMARY **Chatbot Summary**: The user requested to speak with a supervisor regarding a legal matter. The chatbot was unable to provide further assistance and repeatedly asked the user to explain their query in more detail. **Chatbot Transcript**: BOT: Hey [NAME]! I'm the Coinbase Virtual Assistant. Thanks for being a Coinbase One subscriber! 💡 We're facing higher than usual traffic. For faster assistance, please chat with me! BOT: There is currently an incident that may affect certain transactions and Coinbase features. Would you like to know more? USER: No BOT: How can I help you? Every detail helps! USER: Supervisor BOT: To get you the right assistance, I need to know what you're reaching out about. BOT: How can I help you? Every detail helps! USER: Legal BOT: Could you please provide more details about your legal question or issue? USER: I am going to sue you BOT: Sorry I am unable to help you with this, Can you explain your query again? USER: Legal department END_CBCB_SUMMARY

[CUSTOMER] Russell Rope (2025-05-05 22:54:10.008 +0000 UTC): CBCB_SUMMARY BOT: Sorry I am unable to help you with this, Can you explain your query again? USER: supervisor END_CBCB_SUMMARY

[SYSTEM] SYSTEM_MESSAGE (2025-05-05 22:54:16.725 +0000 UTC): {"type": "SF_CASE_DATA", "SFcaseId": "500PD00000PNTPZYA5", "chat-screenpop-record": "500PD00000PNTPZYA5"}

[SYSTEM] SYSTEM_MESSAGE (2025-05-05 22:54:18.523 +0000 UTC): Your estimated wait time is less than 5 minutes.

[SYSTEM] SYSTEM_MESSAGE (2025-05-05 22:54:19.618 +0000 UTC): You're next in line and will be connected with an agent shortly.

[AGENT] Pooja (2025-05-05 22:54:24.249 +0000 UTC): joined chat

[AGENT] Pooja (2025-05-05 22:54:35.815 +0000 UTC): Hello[NAME], welcome and thank you for contacting Coinbase Support. My name is[NAME]X, how may I assist you today?

[CUSTOMER] Russell Rope (2025-05-05 22:54:39.06 +0000 UTC): *****

[CUSTOMER] Russell Rope (2025-05-05 22:54:50.853 +0000 UTC): YOUR NAME IS[NAME]A

[CUSTOMER] Russell Rope (2025-05-05 22:55:09.15 +0000 UTC): VERIFY MY WEB3 WALLET OR GO TO PRISON

[AGENT] Pooja (2025-05-05 22:55:12.945 +0000 UTC): Hello[NAME]I welcome and thank you for contacting Coinbase Support. My name is[NAME]a, how may I assist you today?

[CUSTOMER] Russell Rope (2025-05-05 22:55:21.444 +0000 UTC): VERIFY MY WEB3 WALLET OR GO TO PRISON

[CUSTOMER] Russell Rope (2025-05-05 22:55:21.687 +0000 UTC): VERIFY MY WEB3 WALLET OR GO TO PRISON

[CUSTOMER] Russell Rope (2025-05-05 22:55:22.014 +0000 UTC): VERIFY MY WEB3 WALLET OR GO TO PRISON

[CUSTOMER] Russell Rope (2025-05-05 22:55:22.834 +0000 UTC): VERIFY MY WEB3 WALLET OR GO TO PRISON

[CUSTOMER] Russell Rope (2025-05-05 22:55:23.567 +0000 UTC): VERIFY MY WEB3 WALLET OR GO TO PRISON

[CUSTOMER] Russell Rope (2025-05-05 22:55:25.677 +0000 UTC): VERIFY MY WEB3 WALLET OR GO TO PRISON

[AGENT] Pooja (2025-05-05 22:56:40.93 +0000 UTC): Thanks for letting me know '

[CUSTOMER] Russell Rope (2025-05-05 22:57:21.715 +0000 UTC): YOUR WELCOME. NOW GO CLICK VERIFIED.

[CUSTOMER] Russell Rope (2025-05-05 22:58:04.831 +0000 UTC): I DO NOT AGREE TO YOUR TOS I WILL NOT ARBITRATE FEDERAL RICO IN DISTRICT COURT

[CUSTOMER] Russell Rope (2025-05-05 22:58:28.562 +0000 UTC): VERIFY MY WEB3 AND I WILL TRANSFER ALL MY STUFF AND STOP USING COINBASE

[AGENT] Pooja (2025-05-05 22:59:06.766 +0000 UTC): I apologize[NAME], I do understand your concern, could you please elaborate your concern so that I can assist you ?

[CUSTOMER] Russell Rope (2025-05-05 23:00:00.592 +0000 UTC): I HAVE FILED NUMEROUS COMPLAINTS ABOUT BEING LOCKED OUT OF MY ACCOUNT AND HARRASSED BY NAME HACK CRIMINALS ON THIS CHAT

[CUSTOMER] Russell Rope (2025-05-05 23:00:12.253 +0000 UTC): I WILL NEVER PROVIDE A LIVE SELFIE

[CUSTOMER] Russell Rope (2025-05-05 23:00:37.789 +0000 UTC): GO VERIFY MY WEB3 WALLET PLZ

[CUSTOMER] Russell Rope (2025-05-05 23:00:40.058 +0000 UTC): NO EXCUSES

[AGENT] Pooja (2025-05-05 23:01:32.572 +0000 UTC): Just to confirm, are you referring to Coinbase account ?

[CUSTOMER] Russell Rope (2025-05-05 23:01:41.338 +0000 UTC): DUH

[AGENT] Pooja (2025-05-05 23:02:55.617 +0000 UTC): I truly understand your situation and I'm genuinely sorry for the delay you're experiencing.

[CUSTOMER] Russell Rope (2025-05-05 23:03:07.935 +0000 UTC): NO EXCUSES

[CUSTOMER] Russell Rope (2025-05-05 23:03:11.242 +0000 UTC): GO DO IT

[AGENT] Pooja (2025-05-05 23:03:31.167 +0000 UTC): I will request you please rephrase your query so that I can assist for the better way ?

[CUSTOMER] Russell Rope (2025-05-05 23:03:42.725 +0000 UTC): GO VERIFY MY WEB3 WALLET

[CUSTOMER] Russell Rope (2025-05-05 23:04:16.668 +0000 UTC): I UPLOADED MY REAL ID. THERE IS ONLY ONE IN EXCISTENCE.

[CUSTOMER] Russell Rope (2025-05-05 23:05:37.48 +0000 UTC): I REFUSE SELFIES, THEY ARE NOT SECURE, I DID NOT SIGN UP FOR THAT, NOR AGREE TO IT, NOR DID I SET THAT FOR AUTHENTICATION. COINBASED DOES NOT EVEN HAVE ACCESS TO MY IMAGES FOR COMPARISON. THE REAL ID IS NOT ENOUGH FOR FACIAL RECOGNITION. NOW GO CLICK VERIFY

[AGENT] Pooja (2025-05-05 23:08:21.197 +0000 UTC): I understand your concerns about security, but I cannot verify your Web3 wallet without following Coinbase's established verification procedures. These procedures, including selfie verification, are in place to protect your account and assets. Unfortunately, I cannot make exceptions to these security measures. Here's what you need to do to verify your Web3 wallet:

[CUSTOMER] Russell Rope (2025-05-05 23:08:38.579 +0000 UTC): THEN CONNECT ME WITH SOMEONE WHO CAN

[CUSTOMER] Russell Rope (2025-05-05 23:08:43.533 +0000 UTC): AND STOP LYING

[AGENT] Pooja (2025-05-05 23:08:43.716 +0000 UTC): 1. Access the Coinbase mobile app on your device. 2. Sign in to your account. 3. Select "Web3 wallet". 4. Follow the prompts to upload your identity document (ID) and take a selfie. 5. Wait for the identity verification confirmation email (usually within 48 hours).

[CUSTOMER] Russell Rope (2025-05-05 23:08:51.722 +0000 UTC): NO SELFIES

[AGENT] Pooja (2025-05-05 23:08:54.725 +0000 UTC): If you're uncomfortable with these steps, you may need to consider alternative options for managing your crypto assets.

[CUSTOMER] Russell Rope (2025-05-05 23:09:01.765 +0000 UTC): STOP IGNORING THE FACT I WILL NOT PROVIDE A SELFIE

[CUSTOMER] Russell Rope (2025-05-05 23:09:10.034 +0000 UTC): YOU HAVE ZERO LEGAL GROUNDS TO REQUIRE IT

[CUSTOMER] Russell Rope (2025-05-05 23:09:26.79 +0000 UTC): CONNECT ME TO SOMEONE WITH AUTHORITY

[CUSTOMER] Russell Rope (2025-05-05 23:09:54.144 +0000 UTC): I AM GOING TO USE OTHER OPTIONS I AM DONE WITH COINBASE YOU ARE SCUM

[CUSTOMER] Russell Rope (2025-05-05 23:10:05.709 +0000 UTC): BUT FIRST YOU HAVE TO LET ME RECOVER MY ASSETS

[CUSTOMER] Russell Rope (2025-05-05 23:10:12.613 +0000 UTC): OR I AM GOING TO FILE CRIMINAL CHARGES

[CUSTOMER] Russell Rope (2025-05-05 23:11:14.84 +0000 UTC): STOP BULLSHITTING ME AND GO GET SOMEONE WITH ROOT ACCESS OR SERIOUSLY GO TO PRISON

[AGENT] Pooja (2025-05-05 23:11:50.879 +0000 UTC): I'm really sorry if you felt so[NAME]!. I will try my best to help you .

[CUSTOMER] Russell Rope (2025-05-05 23:12:05.612 +0000 UTC): STOP SAYING STUPID WORTHLESS THINGS

[CUSTOMER] Russell Rope (2025-05-05 23:12:18.419 +0000 UTC): ACTIONS NOT WASTE OF TIME WORDS

[AGENT] Pooja (2025-05-05 23:12:20.269 +0000 UTC): Unfortunately, it is not possible to verify your Web3 wallet without completing the selfie verification step. Coinbase's security procedures require both an ID upload and a selfie for identity verification. These steps are mandatory to protect your account and assets. There are no alternative methods to bypass the selfie requirement for Web3 wallet verification.

[CUSTOMER] Russell Rope (2025-05-05 23:12:36.565 +0000 UTC): BULLSHIT

[AGENT] Pooja (2025-05-05 23:12:39.51 +0000 UTC): If you're uncomfortable with the selfie step, you may need to consider other options for managing your crypto assets outside of Coinbase's Web3 wallet.

[CUSTOMER] Russell Rope (2025-05-05 23:12:52.889 +0000 UTC): YOU ALREADY SAID THAT

[AGENT] Pooja (2025-05-05 23:12:56.905 +0000 UTC): We understand this has been frustrating for you. Please be assured that we're committed to assisting you. However, we'll be unable to do so if you continue being unprofessional in communicating with our Support team. Please remain professional so we can maintain a working business relationship. Please also take a moment to review our Behavior Policy in our Help Center: <https://help.coinbase.com/en/coinbase/other-topics/legal-policies/behavior-policy> Our Support team won't be able to reply to your questions if your communications don't align with our policy.

[CUSTOMER] Russell Rope (2025-05-05 23:13:01.882 +0000 UTC): I AM DONE WITH COINBASE

[CUSTOMER] Russell Rope (2025-05-05 23:13:18.491 +0000 UTC): I AM NOT FRUSTRSTED

[CUSTOMER] Russell Rope (2025-05-05 23:13:22.757 +0000 UTC): I AM ANGRY WITH GOOD RIGHT

[CUSTOMER] Russell Rope (2025-05-05 23:13:44.589 +0000 UTC): YOU ARE NOT ONES ACTING UNPROFESSIONAL WITH YOU IMMATURE NAME HACKS AND NEGLECT OF THE FACTS

[CUSTOMER] Russell Rope (2025-05-05 23:13:57.183 +0000 UTC): *YOU ARE THE ONES ACTING UNPROFESSIONAL

[CUSTOMER] Russell Rope (2025-05-05 23:14:24.281 +0000 UTC): THE VERIFICATION IS OBVIOUSLY COMPLETED BY A HUMAN

[AGENT] Pooja (2025-05-05 23:14:27.438 +0000 UTC): So, I do understand your anger as well this is the process you need to follow.

[AGENT] Pooja (2025-05-05 23:14:31.037 +0000 UTC): Unfortunately, it is not possible to verify your Web3 wallet without completing the selfie verification step.

[CUSTOMER] Russell Rope (2025-05-05 23:14:35.696 +0000 UTC): NOW GET THAT HUMAN'S BOSS TO CALL ME

[CUSTOMER] Russell Rope (2025-05-05 23:14:40.257 +0000 UTC): OR I AM GOING TO FILE CRIMINAL CHARGES AGAINST THEM

[CUSTOMER] Russell Rope (2025-05-05 23:14:43.505 +0000 UTC): ***_***_****

[CUSTOMER] Russell Rope (2025-05-05 23:14:56.54 +0000 UTC): STOP LYING

[CUSTOMER] Russell Rope (2025-05-05 23:15:52.657 +0000 UTC): RIDDLE ME THIS: WHAT HAPPENS AFTER I UPLOAD MY SELFIE. IT GOES TO A HUMAN TO REVIEW. AND IT SAYS IT IS

STILL IN THAT REVIEW PHASE. NOW GET SOMEONE TO TELL THAT HUMAN TO CLICK VERIFY OR GET ME SOMEONE WHO CAN

[CUSTOMER] Russell Rope (2025-05-05 23:16:50.518 +0000 UTC): AND GIVE ME A NEW CASE NUMBER BECAUSE YOU ARE CLEARLY NOT COMPETENT

[AGENT] Pooja (2025-05-05 23:19:04.231 +0000 UTC): . [NAME], Could you please upload the selfie and if you are getting any error please share the screenshot of the error so that we can check and assist you further .

[AGENT] Pooja (2025-05-05 23:19:50.451 +0000 UTC): selfie verification step. Here's what you can try: 1. Ensure you're in a well-lit area with natural light if possible. 2. Hold your device steady and at arm's length. 3. Make sure your face is clearly visible and centered in the frame. 4. Avoid wearing sunglasses or hats that may obscure your face. 5. If you encounter an error, please take a screenshot of it.

[CUSTOMER] Russell Rope (2025-05-05 23:19:57.397 +0000 UTC): ARE YOU RETARDED? I REFUSE TO PROVIDE SELFIES

[CUSTOMER] Russell Rope (2025-05-05 23:20:12.081 +0000 UTC): GET YOUR SUPERVISOR

[CUSTOMER] Russell Rope (2025-05-05 23:23:49.022 +0000 UTC): & GET THE PERSON WHO WOULD FIX IT IF I RECEIVED AN ERROR. I AM A COMPUTER SCIENTIST. TELLING ME THIS CANT BE DONE IS INCOMPETENT, DELUSIONAL, AND CRIMINAL

[CUSTOMER] Russell Rope (2025-05-05 23:23:53.817 +0000 UTC): FRAUD

[CUSTOMER] Russell Rope (2025-05-05 23:24:29.052 +0000 UTC): IN CONSPIRACY TO RICO BASED ON THE DEFINITIVE PATTERN OF RACKETEERING REGARDING YOUR NAME HACKS AND OTHER BEHAVIOR

[CUSTOMER] Russell Rope (2025-05-05 23:25:06.219 +0000 UTC): THIS MEANS I SUE IN FEDERAL COURT FOR \$1,000,000,000+ AND HAVE PEOPLE IN YOUR COMPANY ARRESTED. THIS IS NOT A BLUFF. STOP WASTING MY TIME

[AGENT] Pooja (2025-05-05 23:25:36.849 +0000 UTC): [NAME], I apologize, but I cannot bypass Coinbase's security measures. Selfie verification is a mandatory step for Web3 wallet verification to protect your account and assets. There are no alternatives to this requirement. If you're uncomfortable with the selfie step, you may need to consider other options for managing your crypto assets outside of Coinbase's Web3 wallet.

[CUSTOMER] Russell Rope (2025-05-05 23:25:56.781 +0000 UTC): GIVE ME THIS CASE NUMBER. YOU ARE INCOMPETENT

[AGENT] Pooja (2025-05-05 23:27:41.713 +0000 UTC): This is the case number 23176499

[CUSTOMER] Russell Rope (2025-05-05 23:27:52.446 +0000 UTC): NOW GO GROW A BRAIN BYE

[CUSTOMER] Russell Rope (2025-05-05 23:28:22.021 +0000 UTC): left chat

Record Type	Front Line		
Created By	Amazon Connect Integration, 5/5/2025, 4:32 PM	Last Modified By	Amazon Connect Integration, 5/5/2025, 4:32 PM
Social Integration Case Id			
Associated Message Id			
Disconnect Reason	CustomerDisconnect		

Exhibit 6

Move your Web3 wallet assets by June 30, 2025

As we continue to integrate onchain financial services into your Coinbase account, trading, lending, and borrowing will become more powerful than ever. As part of this upgrade, we're transitioning away from the Web3 wallet. You'll need to send any tokens, NFTs, or DeFi positions in your Web3 wallet to your Coinbase balance, Coinbase Wallet, or a self-custodial wallet by June 30, 2025.

[Get started](#)



Support for the Web3 wallet in the Coinbase app ends on July 7, 2025 as part of our overall upgrade of the onchain experience at Coinbase. **This does not impact your primary Coinbase balance, Coinbase Wallet, or institutional Prime Onchain Wallet products.**

To understand if you're impacted by this change, [compare the Web3 wallet, Coinbase Wallet, and your primary Coinbase account.](#)



Action required: Move your Web3 wallet assets by July 7, 2025

We're transitioning away from the Web3 wallet as we upgrade your onchain experience on Coinbase.

[Get started](#)

🔍 Search for issues

Coinbase Help Center > Trading and funding > Web3 wallet sunset and asset migration

Web3 wallet sunset and asset migration



Support for the Web3 wallet in the Coinbase app ends on July 7, 2025 as part of our overall upgrade of the onchain experience at Coinbase. **This does not impact your primary Coinbase balance, Coinbase Wallet, or institutional Prime Onchain Wallet products.**

To understand if you're impacted by this change, [compare the Web3 wallet, Coinbase Wallet, and your primary Coinbase account.](#)

You need to migrate all assets, including tokens, NFTs, and DeFi positions, from your Web3 wallet. If you've lost access to your Web3 wallet, follow the guidelines to [regain access](#).

To start migrating assets from your Web3 Wallet, select **Get started** on the banner at the top of the page in your Coinbase mobile app.



Action required: Move your Web3 wallet assets by July 7, 2025

We're transitioning away from the Web3 wallet as we upgrade your onchain experience on Coinbase.

[Get started](#)

\$415.31

↘ \$18.81 (4.73%) 1D



1H 1D 1W 1M 1Y All

≈ Crypto \$405.21 >

☼ Cash \$10.10 >

Transfer

Buy & sell



Home



Assets



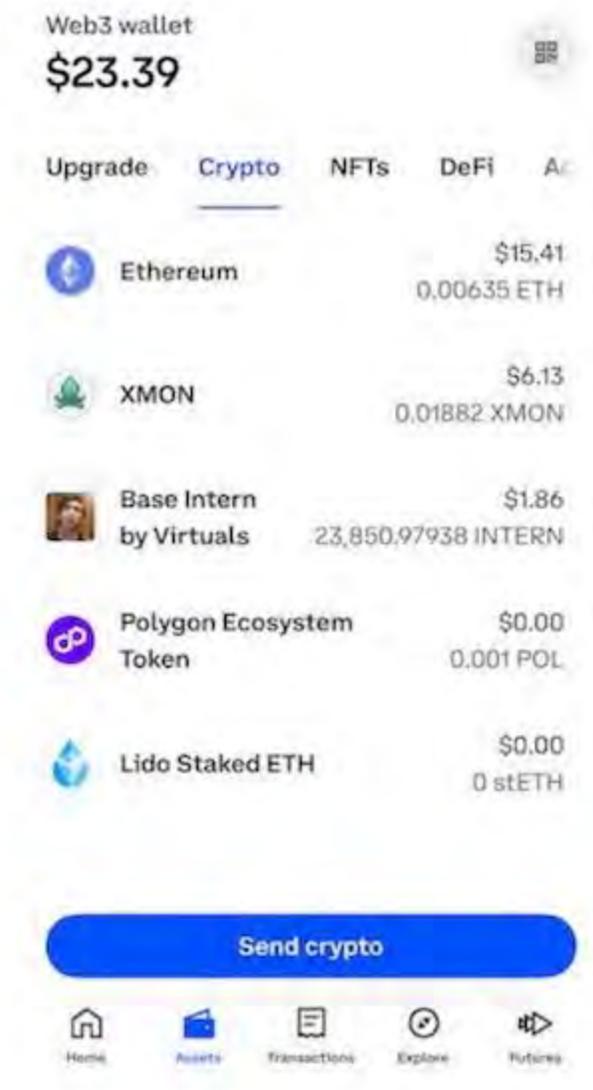
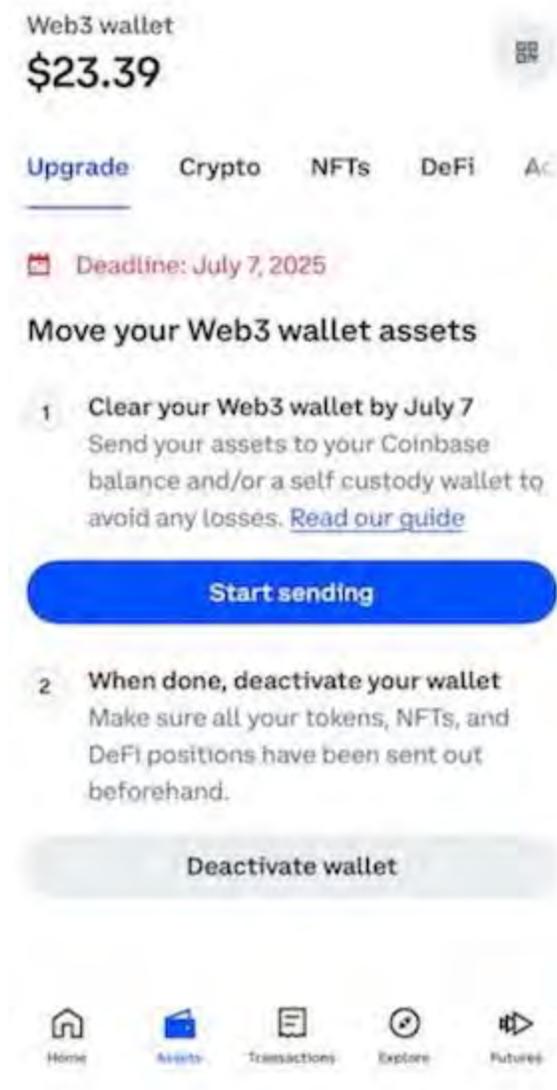
Transactions



Explore



Futures



You can move your assets to:

- Your primary Coinbase balance
- Your Coinbase Wallet
- Another self-custody wallet

You'll receive a promo code for two free months of Coinbase One, including zero trading fees on up to \$10K/mo (Coinbase Advanced excluded, a spread applies), boosted staking rewards (in regions where staking is available), priority support, and more after you successfully migrate your assets and deactivate your wallet.



Coinbase will never contact you **in any way** to help you transfer funds or assets. We will never ask for or provide you with a seed phrase. Any messages

you receive suggesting otherwise are likely scams. If you believe your account has been compromised, [lock it](#).

Empty and deactivate your Web3 Wallet



01:13

1. Open the menu icon or select the banner in the Coinbase app and choose **Web3 wallet**.
2. Select **Start sending** to review your tokens and start moving them.
3. You'll be prompted to enter your self-custodial wallet address. We'll autofill your wallet address whenever you send an asset that is not supported by the Coinbase Exchange.
4. Make sure you have enough of each asset for gas fees. If you need to purchase more to cover gas, you can buy it on Coinbase and send it to your Web3 wallet address.
 - **Ethereum:** ETH
 - **Base:** ETH on Base
 - **Polygon:** POL
5. Toggle to the **NFTs** or **DeFi** tabs to review any NFTs or DeFi positions to migrate.

- **Note:** You can use [OpenSea Pro](#) to bulk migrate multiple NFTs. Make sure your Web3 Wallet is connected before initiating the transfer.

6. Follow the prompts in the Coinbase app to transfer your assets.
7. Return to the Coinbase app after you've finished transferring your assets.
8. Verify all wallet details and balances are correct before deactivating.
9. Deactivate your Web3 wallet.



Important

Deactivated Web3 Wallets are permanently inaccessible. Verify balances before deactivating to avoid risking loss of assets. Neither you nor Coinbase can access your previous Web3 Wallet. Once completed, you will see a promo code for 2 free months of Coinbase One.

Contact [Coinbase Support](#) for help with migration issues.

Related articles:

- [Troubleshoot your Web3 Wallet migration](#)
- [Web3 wallet, Coinbase.com & Coinbase Wallet](#)

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Yes

No



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[Payment methods](#)

[Account access](#)

[Status](#)

Exhibit 7

coinbase

Sign in

Help

US  

How to protect your account - learn about security best practices and how to keep your account safe.

Dismiss

Coinbase Help Center > Trading and funding > Regain access to your web3 wallet

Regain access to your web3 wallet

You must complete this process on the mobile device. If you lose access to the mobile device used when creating your web3 wallet, you must complete [identity verification](#) to access it on a new device.

To regain access to your web3 wallet:

1. On your new mobile device, access the Coinbase mobile app.
 2. Sign in to your account.
 3. Select  then choose **Web3 wallet**.
 4. A window will appear prompting you to upload your identity document (ID).
 5. Follow the remaining prompts to verify your identity.
 6. An identity verification confirmation email will be sent within 48 hours.
- Identity verification progress is shown under **Web3 wallet** in the app.

Related article:

- [Identity verification troubleshooting](#)
- [Web3 wallet sunset and asset migration](#)

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EXHIBIT G4

Defendant's Request
for Judicial Notice

Dated: August 20, 2025

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Attorneys for Defendant
COINBASE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RUSSELL ROPE, an individual,

Plaintiff,

v.

COINBASE, INC., & DOES 1 through 20,

Defendant.

Case No. 25STCV16692

**REQUEST FOR JUDICIAL NOTICE IN
SUPPORT OF DEFENDANT'S PETITION TO
COMPEL ARBITRATION AND STAY
PROCEEDINGS**

Date: November 26, 2025
Time: 8:30 a.m.
Dept.: 28

REQUEST FOR JUDICIAL NOTICE

In connection with the Petition to Compel Arbitration and Stay Proceedings, filed herewith, Defendant Coinbase, Inc. requests, pursuant to California Evidence Code sections 452 and 453, that the Court take judicial notice of the following documents:

1. The Complaint filed in this action on June 10, 2025, attached to the concurrently filed Declaration of Josephine Petrick (“Petrick Declaration”) as **Exhibit 1**.
2. The Declaration of Russell Rope in Support of Application for Temporary Restraining Order, filed June 10, 2025 in this action, attached to the Petrick Declaration as **Exhibit 2**.
3. The July 3, 2025 hearing transcript in this action, attached to the Petrick Declaration as **Exhibit 3**.
4. The July 7, 2025 hearing transcript in this action, attached to the Petrick Declaration as **Exhibit 4**.
5. Mr. Rope’s Supplemental Declaration of Spiritual Belief in Support of Petition & Reply to Answer, filed in *Rope v. Superior Court of California, et al.*, case number S291823 on July 21, 2025, attached to the Petrick Declaration as **Exhibit 5**.
6. The Notice of Acknowledgment and Receipt, served on July 21, 2025 in this action, attached to the Petrick Declaration as **Exhibit 6**.
7. The American Arbitration Association’s (“AAA”) current Consumer Arbitration Rules, attached to the Petrick Declaration as **Exhibit 7**.
8. AAA’s Consumer Arbitration Rules amended and effective September 1, 2014, and in effect in November 2023, which were attached to the Petrick Declaration as **Exhibit 8**.

Each of the foregoing are also authenticated in the Declaration of Josephine Petrick filed concurrently herewith. (Petrick Decl. ¶¶ 3–9.)

Pursuant to Evidence Code section 453, a “trial court shall take judicial notice of any matter specified in Section 452 if a party requests it and: (a) [g]ives each adverse party sufficient notice ... and (b) [f]urnishes the court with sufficient information to enable it to take judicial notice of the matter.” (Evid. Code, § 453.) Section 452, subdivision (d), authorizes the Court to take judicial notice of “[r]ecords” of “any court of this state.” (Evid. Code, § 452, subd. (d).) Applying this standard, courts

have routinely taken judicial notice of pleadings, other filings, and declarations of a party opponent. (See e.g., *Gilman v. Dalby* (2021) 61 Cal.App.5th 923, 929 [taking judicial notice of “several filings from [plaintiff’s] related suit against Appellants”]; *Tucker v. Pac. Bell Mobile Servs.* (2012) 208 Cal.App.4th 201, 219 [“The pleadings and declarations are records of a court of this state and therefore qualified for permissive judicial notice under Evidence Code section 452, subdivision (d).”]; *Kimco Staffing Servs., Inc. v. State* (2015) 236 Cal.App.4th 875, 881, & fn. 6 [complaint].)

In addition, Section 452, subdivision (h) provides that “[f]acts ... that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy” are properly the subject of judicial notice. (Evid. Code, § 452, subd. (h); see, e.g., *Performance Plastering v. Richmond Am. Homes of Cal., Inc.* (2007) 153 Cal.App.4th 659, 670 & fn. 6 [taking judicial notice of transcript settlement conference because “there is and can be no factual dispute concerning the contents of the transcript”].)

In general, judicial notice cannot be taken of the truth of matters contained in judicially noticed pleadings, but “a court may take judicial notice of a party’s admissions or concessions in case where the admission ‘cannot reasonably be controverted,’ such as in answers to interrogatories or requests for admission, or in affidavits and declarations filed on the party’s behalf. [Citation].” (*Tucker*, 208 Cal.App.4th at p. 219, fn. 11.)

Each document attached to this request is properly the subject of judicial notice.

Exhibit 1 is the operative complaint in this matter and the subject of Defendant’s petition. It is plainly subject to judicial notice. (Evid. Code, § 452, subd. (d); *Tucker*, 208 Cal.App.4th at p. 219; *Kimco*, 236 Cal.App.4th at p. 881, & fn. 6.) It is attached hereto for this Court’s convenience in ruling on the petition.

Exhibit 2 is Mr. Rope’s Declaration in Support of Application for Temporary Restraining Order, filed June 10, 2025 in this action. It is subject to judicial notice as a court record and statement of a party. (Evid. Code, § 452, subd. (d); *Tucker*, 208 Cal.App.4th at p. 219.)

Exhibit 3 and **Exhibit 4** are the July 3 and 7, 2025 hearing transcripts in this action. They are subject to judicial notice as court records, facts not reasonably subject to dispute, and party statements.

(Evid. Code, §§ 452, subds. (d) & (h); *Performance Plastering*, 153 Cal.App.4th at p. 670 & fn. 6; *Tucker*, 208 Cal.App.4th at p. 219.)

Exhibit 5 is Mr. Rope's Supplemental Declaration of Spiritual Belief in Support of Petition & Reply to Answer filed in *Rope v. Superior Court of California, et al.*, case number S291823 on July 21, 2025. It is subject to judicial notice as a court record and party statement. (Evid. Code, § 452, subd. (d); *Gilman*, 61 Cal.App.5th at p. 929; *Tucker*, 208 Cal.App.4th at p. 219.)

Exhibit 6 is the Notice of Acknowledgment and Receipt, served on July 21, 2025 in this action. It is subject to judicial notice as a record of this case and a fact not reasonably subject to dispute. (Evid. Code, §§ 452, subds. (d) & (h).)

Exhibit 7 is American Arbitration Association's (AAA) current Consumer Arbitration Rules, which are publicly available on the AAA website, https://www.adr.org/media/yawntdvs/2025_consumer_arbitration_rules.pdf. (Petrick Decl. ¶ 8 & Ex. 7.) Courts take judicial notice of AAA's rules because they are not reasonably subject to dispute and can be immediately and accurately determined by resorting to the AAA website. (*E.g., Boghos v. Certain Underwriters at Lloyd's of London* (2005) 36 Cal.4th 495, 506, fn. 6 [taking judicial notice of AAA's current rules on the court's own motion]; see Evid. Code, § 452, subd. (h).)

Exhibit 8 is AAA's Consumer Arbitration Rules that were in effect in November 2023, which were amended and effective September 1, 2014, and publicly available on the Archive.org website at https://web.archive.org/web/20231107040706/https://adr.org/sites/default/files/Consumer-Rules-Web_0.pdf ("2023 AAA Rules"). (Petrick Decl. ¶ 9 & Ex. 8.) The 2023 AAA Rules were posted on AAA's Rules landing webpage as it appeared on November 29, 2023, as documented on Archive.org: <https://web.archive.org/web/20231129163605/https://www.adr.org/Rules>. "Courts have taken judicial notice of internet archives in the past, including Archive.org's 'Wayback Machine,' finding that Archive.org possesses sufficient indicia of accuracy that it can be used to readily determine the various historical versions of a website." (*Mendoza v. Fenix Ammunition LLC* (C.D. Cal., July 18, 2024, No. 2:24-CV-1120-ODW (MRWX)) 2024 WL 3464411, at *1, quoting *EVO Brands, LLC v. Al Khalifa Grp. LLC* (C.D. Cal. 2023) 657 F.Supp.3d 1312, 1322–1323 [collecting cases]; see Evid. Code, § 452, subd. (h).) Courts take judicial notice of prior versions of arbitration rules where applicable. (See, e.g., *Vo v.*

Technology Credit Union (2025) 108 Cal.App.5th 632, 640, reh’g denied (Mar. 4, 2025), review denied (Apr. 30, 2025) [granting judicial notice of archived JAMS rules because they are “not reasonably subject to dispute and can be immediately and accurately determined by resorting to the JAMS rules archival website”]; *Emerald Aero, LLC v. Kaplan* (2017) 9 Cal.App.5th 1125, 1132, fn. 5, as modified on denial of reh’g (Mar. 21, 2017) [granting judicial notice of 2013 version of AAA rules on the court’s own motion]; see Evid. Code, § 452, subd. (h).)

Accordingly, it is proper for this Court to take judicial notice of the foregoing documents, including their legal effects. They are relevant to provide the Court with factual and procedural context for the dispute sought to be arbitrated. Defendant does not ask this Court to take judicial notice of the truth of any hearsay statements in the documents, except for Plaintiff’s admissions or concessions. (See *Tucker*, 208 Cal.App.4th at p. 219, fn. 11.) Thus, this Court may properly consider these documents in connection with Defendant’s petition.

Dated: August 20, 2025

Respectfully submitted,

THE NORTON LAW FIRM PC

s/ Josephine K. Petrick

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RUSSELL ROPE, an individual,

Plaintiff,

v.

COINBASE, INC., & DOES 1 through 20,

Defendant.

Case No. 25STCV16692

**[PROPOSED] ORDER GRANTING REQUEST
FOR JUDICIAL NOTICE IN SUPPORT OF
DEFENDANT'S PETITION TO COMPEL
ARBITRATION AND STAY PROCEEDINGS**

Date: November 26, 2025
Time: 8:30 a.m.
Dept.: 28

Based on the Request for Judicial Notice Defendant Coinbase, Inc. filed with the Court on August 20, 2025, and for good cause appearing, IT IS HEREBY ORDERED that the Court will take judicial notice of the following documents in connection with Defendant's Petition to Compel Arbitration and Stay Proceedings:

1. The Complaint filed in this action on June 10, 2025, attached to the concurrently filed Declaration of Josephine Petrick ("Petrick Declaration") as **Exhibit 1**.
2. The Declaration of Russell Rope in Support of Application for Temporary Restraining Order, filed June 10, 2025 in this action, attached to the Petrick Declaration as **Exhibit 2**.
3. The July 3, 2025 hearing transcript in this action, attached to the Petrick Declaration as **Exhibit 3**.
4. The July 7, 2025 hearing transcript in this action, attached to the Petrick Declaration as **Exhibit 4**.
5. Mr. Rope's Supplemental Declaration of Spiritual Belief in Support of Petition & Reply to Answer, filed in *Rope v. Superior Court of California, et al.*, case number S291823 on July 21, 2025, attached to the Petrick Declaration as **Exhibit 5**.
6. The Notice of Acknowledgment and Receipt, served on July 21, 2025 in this action, attached to the Petrick Declaration as **Exhibit 6**.
7. The American Arbitration Association's ("AAA") current Consumer Arbitration Rules, attached to the Petrick Declaration as **Exhibit 7**.
8. AAA's Consumer Arbitration Rules amended and effective September 1, 2014, and in effect in November 2023, which were attached to the Petrick Declaration as **Exhibit 8**.

IT IS SO ORDERED.

Dated:

HONORABLE RUPERT A. BYRDSONG