

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

**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 3 OF 4

TABLE OF EXHIBITS

Complete Index of All Appendix Volumes

★ = Key Exhibits Most Relevant to Issues Presented in Petition

VOLUME 1:

- ★**A** — Minute Order Compelling Arbitration + Stay
- ★**B** — Defendant's Notice of Ruling + Proof of Service
- ★**C1** — Timeline; **C2** — Register of Actions (ROA)
- ★**D** — Verified Complaint + Declaration + Exhibits
- E1** — Plaintiff's Discovery (*Stayed by Arbitration Order*) Requests for Admission;
- E2** — Production; **E3** — Special Interrogatories; **E4** — Deposition Notice
- F1** — Plaintiff's Motions (*Stayed by Arbitration Order*) for Claim & Delivery;
- F2** — Protective Order; **F3** — Sanctions; **F4** — Referral Law Enforcement

VOLUME 2:

- ★**G1** — Defendant: Petition to Compel Arbitration; **G2** — Declaration (Petrick) + Exhibits;
- G3** — Declaration (Nacoste) + Exhibits; **G4** — Request for Judicial Notice

VOLUME 3:

- ★**H1** — Opposition to Petition for Arbitration + Declaration & Exhibits; **H2** — Ex Parte Stay
- ★**I** — Plaintiff's Evidentiary Objections to Defendant's Arbitration Evidence
- J** — Defendant's Response to Plaintiff's Evidentiary Objections

VOLUME 4:

- K1** — Request for Statement of Decision by Defendant; ★**K2** — Also by Plaintiff
- L1** — Plaintiff's Notice of Intent; **L2** — Request for Immediate Entry / Clarification
- M** — Plaintiff's Emails to Court Regarding SOD Status
- ★**N** — Plaintiff's Declaration Summarizing Hearing
- ★**O** — Plaintiff's Declaration Summarizing Continued Harm

EXHIBIT H1

Petitioner Opposition to Arbitration & Declarations + Exhibits

Dated: September 23, 2025

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

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6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES

10
11 RUSSELL ROPE,) Case No.: 25STCV16692
12 Plaintiff,)
13 v.) **OPPOSITION TO DEFENDANT COINBASE,**
14 COINBASE, INC. & DOES 1-20,) **INC.’S PETITION TO COMPEL**
15 Defendants) **ARBITRATION AND TO STAY**
16) **PROCEEDINGS**

17 **SUMMARY OF OPPOSITION**

18
19 Plaintiff Russell Rope opposes Defendant Coinbase, Inc.’s Petition to Compel Arbitration and Stay
20 Proceedings. This Court has jurisdiction and venue, and Plaintiff seeks individual—not class—relief.
21
22 Coinbase has waived arbitration through extensive litigation, delay, and prejudice. The arbitration clause
23 is unconscionable, imposed without consent, and tied to coercive biometric demands that strip statutory
24 rights. Plaintiff’s claims—fraud, privacy violations, consumer protection, claim and delivery of unique
25 digital property, coordinated misconduct, and malicious, intentional injury—fall outside arbitration’s
26 scope. These NFTs are unique works of art subject to statutory claim and delivery remedies that require
27 judicial oversight and cannot be delegated to a private arbitrator. Arbitration would obstruct discovery,
28 shield responsible parties, and conceal systemic misconduct. The Petition must be denied in full.

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1 **I. INTRODUCTION**

2 Defendant Coinbase’s Petition to Compel Arbitration and Stay Proceedings is fatally defective. It relies
3 on obvious factual misstatements, distortions, and omissions designed to reframe Plaintiff’s serious
4 allegations of not limited to fraud, theft, stalking, threats, and coordinated harassment as a mere
5 “services” dispute. This case involves serious white-collar misconduct with criminal dimensions, not
6 simply contractual disagreements. While Plaintiff pursues civil remedies here, the nature of the conduct
7 also warrants referral to law enforcement where obstruction of justice and public safety are implicated.
8 Plaintiff affirms his mental clarity and resolve in pursuing this case, and respectfully urges the Court to
9 focus not on manufactured distractions about his well-being, but on the ongoing harm and coordinated
10 misconduct he continues to endure. Further, Plaintiff alleges Coinbase acted with malice — deliberate
11 fraud and obstruction designed to maximize harm — rendering any arbitration clause void under Civil
12 Code §1668. California courts refuse to enforce arbitration clauses when they are invoked as shields for
13 deliberate, bad-faith misconduct.
14
15
16
17

18 **A. Arbitration is Inapplicable**

19 here for multiple, independent reasons:

20
21 **1. Waiver – Coinbase already substantially litigated this here and the California Supreme Court.**

22 Under *St. Agnes Med. Ctr. v. PacifiCare*, 31 Cal.4th 1187, 1196 (2003), waiver is established when a
23 party: (a) acts inconsistently with the right to arbitrate; (b) invokes the litigation machinery; (c) delays in
24 seeking arbitration; and (d) prejudices the opposing party. Coinbase has already opposed TROs, argued
25 preservation orders, filed ex parte applications, and participated in briefing before both this Court and
26 the California Supreme Court. These acts are inconsistent with arbitration, demonstrate substantial use
27
28

1 of litigation machinery, and caused delay and prejudice as Plaintiff's damages escalate daily. Even after
2 *Quach* (2024) clarified prejudice is not required, Plaintiff demonstrates prejudice through irreparable
3 harm, including ETH value increases and escalating threats (see Exs. G, L–M).

4
5 **2. Unconscionability – Coinbase's clause fails both procedurally and substantively.**

6 Under *Armendariz v. Foundation Health*, 24 Cal.4th 83 (2000), and *OTO, L.L.C. v. Kho*, 8 Cal.5th 111
7 (2019), arbitration agreements must be free of oppression, surprise, and one-sidedness. Here, the clause
8 was hidden in an adhesion contract, later modified without notice, and tied to invasive biometric
9 verification. That is procedural unconscionability. Substantively, it strips Plaintiff of rights to statutory
10 protections, privacy, and public injunctive relief. California law invalidates such one-sided, harsh terms.
11

12
13
14 **3. Lack of Consent – No assent to biometrics or post-hoc terms.**

15 *Specht v. Netscape*, 306 F.3d 17 (2d Cir. 2002), holds that assent requires clear notice; hidden terms are
16 unenforceable. *Badie v. Bank of Am.*, 67 Cal.App.4th 779 (1998), bars unilateral additions of material
17 terms without express consent. Plaintiff never saw or agreed to live facial scan requirements, and
18 revoked optional fingerprint login, have never opted for face scan, and before Coinbase unilaterally
19 changed its Terms and updated their software. Coinbase cannot prove consent to these new terms.
20

21
22
23 **4. Scope – Plaintiff's claims are not arbitrable.**

24 Plaintiff's claims involve fraud, theft, biometric privacy violations, stalking, harassment, threats and
25 battery. These are criminal or public-policy claims, not service disputes. *Wilko v. Swan*, 346 U.S. 427
26 (1953), though limited by *Shearson/Am. Express v. McMahon*, 482 U.S. 220 (1987), remains persuasive
27 that fraud and statutory rights deserve judicial, not arbitral, oversight. *McGill v. Citibank, N.A.*, 2 Cal.5th
28

1 945 (2017), confirms arbitration is invalid where it waives public injunctive relief — exactly what
2 Plaintiff seeks, including relief tied to consumer fraud, biometric coercion, and systemic misconduct.

3
4 **5. Public Rights – Arbitration would conceal issues critical to safety and accountability.**

5
6 Beyond private disputes, this case implicates public rights and safety.

7
8 **6. Doe Defendants:** Plaintiff’s Complaint names Does 1–20 whose identities require discovery.

9
10 Arbitration would obstruct identifying those individuals and prevent holding them accountable.

11
12 **7. Coordinated Harassment:** Exhibits L–M attempted reports of stalking, assaults, threats, and battery

13 mostly connected to this case. Forcing arbitration would bury these patterns of misconduct and

14 potentially shield criminals suspected or believed to be conspiring with and under Coinbase.

15
16
17 **8. Respondeat Superior:** Under *Lisa M. v. Henry Mayo Newhall Mem’l Hosp.*, 12 Cal.4th 291 (1995),

18 and *Mary M. v. City of Los Angeles*, 54 Cal.3d 202 (1991), employers are liable for wrongful acts of

19 employees or agents within the scope of employment. Arbitration secrecy would frustrate this Court’s

20 ability to assess Coinbase’s liability for coordinated harassment or misuse of customer information.

21
22
23 **9. Public Policy:** California’s Constitution and statutory privacy protections (including CCPA) demand

24 transparency and judicial oversight where biometric privacy and consumer fraud are implicated.

25 For these reasons, arbitration would not only deny Plaintiff justice but also undermine broader public

26
27 rights, placing lives, assets, and consumer protections at risk.
28

1 **II. FACTUAL BACKGROUND**

2 **A. Lockout vs. Lost Keys**

3 Coinbase falsely claims Plaintiff “lost his private keys.” Plaintiff has always alleged lockout via
4 custodial controls tied to biometric coercion. Exhibits A–C, G, and H confirm Plaintiff’s NFTs remain
5 visible and verifiable on chain. Coinbase’s “lost keys” narrative is false. This narrative contradicts
6 Coinbase's own engineer's declaration, which implies collaborative recovery was possible, suggesting an
7 intentional conflation of Coinbase's custodial app and irrelevant noncustodial app to mislead the Court.
8

9
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11 **B. Biometric Consent & Privacy**

12 Plaintiff has never consented to live facial recognition on any platform. The only biometric ever enabled
13 was an optional fingerprint login, whereas the face login option had always been disabled not only in the
14 previous version of the app, but for every app and technology Plaintiff has ever used. Plaintiff later
15 entirely revoked biometric login after device damage caused problems with the fingerprint reader.
16 Coinbase then unilaterally changed its app and Terms of Service to require a live facial scan for
17 continued access, even though Plaintiff had already satisfied all standard KYC verification requirements
18 with a government-issued ID, verified phone number, verified email, and a mobile selfie (Exhibit E).
19 Forcing live biometric scans under new terms constitutes coercion, not consent.
20
21

22
23 California law confirms this. The **Consumer Privacy Act (CCPA)**, Civ. Code §1798.100 et seq.,
24 requires businesses to give notice and obtain meaningful consent before collecting personal data,
25 including biometric identifiers. Coinbase failed to provide adequate notice or obtain informed consent
26 before imposing facial scans, violating both the spirit and letter of the CCPA.
27
28

1 Likewise, Illinois’s **Biometric Information Privacy Act (BIPA)** provides strong protections against
2 unauthorized collection of biometric data. Courts have consistently held that companies must obtain
3 informed, written consent before capturing facial geometry or similar data. Coinbase is currently facing
4 ongoing BIPA class actions alleging unlawful facial recognition practices. The cases, consolidated as
5 *Bernstein et al v. Coinbase Global, Inc. et al*, No. 1:23-cv-05313 (N.D. Ill.), were stayed on Aug. 21,
6 2025, pending appeal, highlighting ongoing scrutiny of Coinbase's practices. The existence of that
7 litigation underscores that Coinbase’s biometric demands here are not isolated, but part of a broader
8 unlawful practice.
9

10
11 Together, these authorities demonstrate that Coinbase’s unilateral imposition of live facial recognition
12 was not only unconscionable but also contrary to statutory privacy protections. Plaintiff never
13 consented, and arbitration cannot be used to bury statutory and public rights violations involving
14 biometric data.
15

16 17 18 **C. NFT Holdings**

19 Coinbase misrepresents Plaintiff as a newbie who merely hoped to “someday” list NFTs for sale. The
20 record shows otherwise. Plaintiff minted, dropped, and listed over **4,000 NFTs** across major
21 marketplaces, with aggregate listing prices totaling more than **\$2.4 billion USD** (Exhibits A–C). These
22 listings were not speculative — they were publicly available on OpenSea, Rarible, and Magic Eden, and
23 Plaintiff had already completed prior sales. Plaintiff also received, but declined, low-ball offers in the
24 tens of thousands of dollars, confirming active market participation and valuation.
25

26
27 Moreover, since the time of lockout, the value of Ethereum (ETH) has **doubled** (Exhibit G). This
28 increase compounds damages because the NFT listings were priced in ETH. By preventing Plaintiff

1 from accessing, managing, or accepting offers on his NFTs, Coinbase’s misconduct caused escalating,
2 measurable harm that continues to grow with market conditions.

3
4 Under California law, the **benefit-of-the-bargain rule** entitles fraud victims to recover the value they
5 were fraudulently deprived of, not merely out-of-pocket losses. (*Alliance Mortgage Co. v. Rothwell*, 10
6 Cal.4th 1226, 1240 (1995)). Plaintiff expressly informed Coinbase’s support staff that he was an
7 experienced attorney and would pursue legal remedies, including recovery of the full marketed value of
8 his inventory under this doctrine. Coinbase’s misrepresentations of Plaintiff as inexperienced or
9 speculative are therefore not only false but designed to minimize liability that, under California law,
10 encompasses the **entire benefit of the bargain**.

11 12 13 14 **D. NFTs as Unique Works of Art & Irreparable Harm**

15 Plaintiff’s assets are not fungible commodities. They are **unique, non-fungible works of art** — digital
16 creations that carry both intrinsic and market value (Exhibits A–C). By definition, NFTs are
17 irreplaceable; once access is denied, the owner suffers harm that cannot be adequately compensated by
18 money damages alone. Courts have long recognized that unique works of art, intellectual property, and
19 other one-of-a-kind assets constitute irreparable harm when withheld or at risk of destruction.
20

21
22 Earlier ex parte applications may have been misunderstood as involving ordinary cryptocurrency or
23 fungible tokens. That was not the case. Each NFT represents an individually minted, original work with
24 metadata immutably tied to Plaintiff’s creative authorship. Plaintiff’s portfolio was publicly listed and
25 marketed for amounts totaling more than \$2.4 billion (Exhibits A–C), and subsequent increases in ETH
26 doubling in value (Exhibit G) compound that loss.
27
28

1 This distinction is critical: unlike dollars or Bitcoin, NFTs cannot simply be replaced on the open
2 market. Loss of access means permanent loss of creative control, provenance, and market opportunities.
3 The irreparable nature of this harm is precisely why arbitration secrecy is inadequate. Only this Court,
4 through open discovery and judicial oversight, can preserve and protect these unique assets and address
5 the misconduct that threatens them. Moreover, honest discovery should reveal connections between
6 Coinbase and known suspects with bad faith intent to weaponize the biometric data as indicated by
7 personalized harassment.
8

9 10 11 **E. Coinbase One Fraud – A Clear Example**

12 After Plaintiff canceled his Coinbase One subscription, Coinbase **unilaterally reactivated auto-pay** and
13 billed him four additional times while he was locked out and unable to cancel again (Exhibit N).
14 Plaintiff’s bank determined these charges were fraudulent. Coinbase’s post-hoc claim that the account
15 was merely “paused” is implausible.
16

17
18 Plaintiff can provide more examples of similar patterns of fraud. This is a straightforward, easy-to-
19 identify instance of fraud that exemplifies Defendant’s broader misconduct. If Coinbase cannot be
20 trusted to cancel a subscription, it certainly cannot be trusted in its handling of priceless digital assets.
21

22 23 24 **F. Scheme & Pattern of Fraud**

25 The Coinbase One billing scheme is only the tip of the iceberg. Viewed in context with the full record, it
26 demonstrates a **pattern of coordinated fraud** aimed at depriving Plaintiff of everything from monthly
27 payments to high-value digital assets, and even his brand identity.
28

1 **1. Subscription Fraud:** Reactivating Coinbase One charges after cancellation (Exhibit N).

2 **2. Digital Asset Fraud:** Locking Plaintiff out of his custodial Web3 Wallet and refusing to
3 return property, misrepresenting it as a “lost keys” issue, blocking access to 4,000+ NFTs valued
4 at \$2.4B+ (Exhibits A–C, G). Coinbase staff misrepresentation of recovery method that would
5 have resulted in permanent loss of access credentials for NFT marketplaces.
6

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8 **3. Biometric Coercion:** Forcing Plaintiff into invasive facial recognition terms he never
9 consented to, in violation of privacy laws, and bad faith intent to weaponize data (Exhibit E).
10

11
12 **4. Domain & Brand Fraud:** Does are camping on *classysavage.com* domain under identity
13 protection, undermining Plaintiff’s brand and connected ventures (Exhibits F–G, Q). Known
14 suspects tried to use the name, and since appear to be tying up usernames on various platforms.
15
16

17 **5. Pattern Across Ventures:** This conduct follows an established pattern Plaintiff has
18 experienced for years — coordinated attempts by overlapping actors to infiltrate, obstruct, or
19 defraud each new venture he creates, whether in digital art, cryptocurrency, apparel, or media.
20
21

22 California law recognizes fraud not only in isolated misrepresentations but also in **schemes and**
23 **artifices to defraud** when repeated acts are tied together in a pattern of deception. (*Lazar v. Superior*
24 *Court*, 12 Cal.4th 631, 638 (1996)). Without overloading the court, the fraction of evidence here shows
25 that Coinbase’s misconduct is not accidental or incidental, but part of a **calculated scheme** to deprive
26 Plaintiff of value at every level, from trivial subscription fees to billion-dollar digital assets.
27
28

1 **G. Stalking, Threats, Assault, & Entrapment Attempts**

2 Plaintiff documented reports of stalking, assault, and entrapment attempts linked to this case (Exhibits
3 L–M). Incidents involve suspected collusion with the relevant authorities. More evidence of these
4 violations and information that identifies some suspects exists, for instance: death threats can be traced
5 through license plates that were photographed along with perpetrators who have exhibited actions in
6 parallel with patterns of previously reported activity and timed with this litigation. Records if not
7 confession upon subpoena or arrests would most certainly reveal the same underlying conspirators
8 believed to be pulling strings at Coinbase. Rather than go after defendants' sacrificial pawns, simply
9 denying Defendants petition would provide a greater likelihood of settling without collateral damage to
10 the incompetent participants. Arbitration cannot bury these public safety issues.
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14 **H. Coordinated Harassment & Name-Hack Tactics**

15 Plaintiff has evidence that personal information is being leaked and used in coordinated harassment
16 campaigns tied to attorney selection and support chat assignment. Under **respondeat superior** (*Lisa M.*
17 *v. Henry Mayo Newhall Mem'l Hosp.*, 12 Cal.4th 291 (1995); *Mary M. v. City of Los Angeles*, 54 Cal.3d
18 202 (1991)), Coinbase and CEO Brian Armstrong remain liable for wrongful acts of employees/agents.
19
20

21 **I. Doe Defendants**

22
23 The complaint properly names **Does 1–20** because full identities of those responsible for coordinated
24 harassment, fraud, and systematic scheming remain unknown pending discovery. There are known
25 suspects with motive and persuasive connections; named in exhibits lodged under seal in Plaintiff's 2017
26 justice obstructed federal RICO claim. Subpoenas or cooperation should narrow the short list down to
27 identifiable perpetrators. This is a standard and necessary pleading practice in California courts.
28

1 **1. Doe pleading is authorized by California law.** Code of Civil Procedure §474 allows a
2 plaintiff who is ignorant of the true names of defendants to designate them as “Does” and amend
3 later when their identities are discovered. Courts have consistently upheld this practice where
4 discovery is required to identify culpable actors. (*Woo v. Superior Court* (1999) 75 Cal.App.4th
5 169, 176 [Doe pleading protects plaintiffs who cannot reasonably know defendants’ names
6 before discovery]). Plaintiff seeks leave to amend under CCP § 473(a)(1) to add identified Does
7 upon discovery; denial of arbitration is essential to avoid prejudice (*Woo v. Superior Court*
8 (1999) 75 Cal.App.4th 169).
9

10
11
12 **2. Arbitration would obstruct this process.** Private arbitration lacks the procedural tools of
13 civil discovery and does not permit subpoenas or third-party discovery against non-signatories.
14 Here, many key actors are unknown Does who are not signatories to any alleged Coinbase
15 arbitration agreement. Forcing arbitration would effectively immunize these individuals and bar
16 Plaintiff from exercising his right under CCP §474 to identify and pursue them.
17
18

19
20 **3. Pattern of coordinated misconduct.** Plaintiff has presented evidence, and intends to present
21 much more, of coordinated harassment and targeted interference with his ventures (Exhibits L–
22 M, I–Q). Discovery is essential to trace decision-making within Coinbase (including attorney and
23 support staff selection) and to determine who is leaking personal information or directing alias-
24 based harassment tactics. Under the doctrine of **respondeat superior** (*Lisa M. v. Henry Mayo*
25 *Newhall Mem’l Hosp.* (1995) 12 Cal.4th 291, 296), Coinbase and suspect CEO Brian Armstrong
26 may ultimately be liable for these acts, but discovery is required to identify which employees,
27 contractors, or agents participated. Geographical proximity to Plaintiff is cause for suspicion.
28

1 **4. Public policy favors disclosure of Doe defendants.** California courts emphasize that
2 obstructing discovery into Doe identities undermines justice and due process. (*Irving v.*
3 *Carpentier* (1886) 70 Cal. 23, 26 [Doe pleading intended to prevent injustice where identity is
4 concealed]). Here, compelling arbitration would directly conflict with this policy by shielding
5 those who coordinated fraud, stalking, and harassment from identification or accountability.
6

7
8 **5. Accordingly, discovery into Doe Defendants is not merely a private procedural issue, but**
9 **a matter of public interest and due process.** Arbitration cannot be permitted to conceal
10 unknown actors engaged in relentless, malicious, oppressive, and coordinated fraud.
11

12 13 14 **III. MEMORANDUM OF POINTS & AUTHORITIES** (*Legal Standard & Case Authorities*)

15 The framework for deciding a petition to compel arbitration is governed primarily by the **Federal**
16 **Arbitration Act (FAA)**, 9 U.S.C. §2, and corresponding California law. Arbitration agreements are
17 “valid, irrevocable, and enforceable” only if they are entered into by **mutual consent** and are not
18 unconscionable or otherwise invalid under generally applicable contract defenses. Courts must ensure
19 the agreement is both procedurally valid and substantively fair before depriving a litigant of the right to
20 a judicial forum.
21

22 23 24 **A. Federal Arbitration Act (FAA), 9 U.S.C. §2**

25 The FAA creates a presumption in favor of arbitration but only for agreements that are **valid,**
26 **consensual, and enforceable as a matter of contract law.** If the purported agreement is the product of
27 fraud, lack of assent, or unconscionability, it is unenforceable. Here, Coinbase cannot demonstrate
28

1 Plaintiff ever consented to arbitration, let alone to post-hoc additions requiring invasive biometric scans
2 (see Section IV.C, *infra*).

3
4
5 **B. AT&T Mobility v. Concepcion, 563 U.S. 333 (2011)**

6 In *Concepcion*, the U.S. Supreme Court held that the FAA preempts state laws that categorically
7 disfavor arbitration. However, it expressly preserved the rule that arbitration agreements remain subject
8 to **generally applicable contract defenses** such as fraud, duress, and unconscionability, provided those
9 defenses are not applied in a way that is hostile to arbitration itself. Plaintiff invokes precisely these
10 contract defenses: lack of consent, fraud in the inducement, and unconscionability. This Court retains
11 full authority to apply those defenses to Coinbase’s defective clause.
12

13
14 **C. Hohenshelt v. Sup. Ct. (Golden State Foods Corp.), review granted, S284498 (Cal. Aug. 2025)**

15 In *Hohenshelt* (Cal. Ct. App. 2025), the court reaffirmed that California retains authority to apply its
16 **fairness doctrines** post-*Concepcion*. The case confirmed that state courts may invalidate arbitration
17 provisions that are oppressive, surprising, or that waive substantive statutory rights, so long as those
18 rulings are grounded in neutral contract principles. This directly supports Plaintiff’s position that
19 California unconscionability and privacy doctrines apply here to bar enforcement of Coinbase’s
20 arbitration clause.
21

22
23
24 **D. California Claim & Delivery Statutes (CCP § 511.010 et seq.)**

25 NFTs qualify as personal property wrongfully detained. Like tangible chattel, they are identifiable,
26 discrete, and subject to possession and control. Coinbase’s lockout denies Plaintiff possession of his own
27 uniquely created assets, constituting wrongful detention. Because NFTs are non-fungible, their value
28

1 cannot be replaced by monetary damages alone. The doubling of Ethereum’s value during lockout
2 further compounds the irreparable harm. For these reasons, claim and delivery is not only an available
3 remedy but one uniquely suited to restore Plaintiff’s property and preserve the status quo pending trial.
4

5
6 **E. Ramirez v. Charter Communications, Inc., 16 Cal.5th 478 (2024)**

7 The court upheld unconscionability for overbroad Private Attorneys General Act (“PAGA”) waivers.
8 Analogizing it to Plaintiff’s public rights arguments, similar to Ramirez, Coinbase’s clause waives
9 statutory protections under California Consumer Privacy Act (“CCPA”) and California Consumers
10 Legal Remedies Act (“CLRA”).
11

12
13 **F. Armendariz v. Foundation Health Psychcare Services, Inc., 24 Cal.4th 83 (2000)**

14 *Armendariz* remains the leading California case on unconscionability. It requires both **procedural**
15 **unconscionability** (oppression or surprise due to unequal bargaining power or hidden terms) and
16 **substantive unconscionability** (overly harsh or one-sided results). Here:
17

18
19
20 **1. Procedural unconscionability is evident** in Coinbase’s adhesion contract, hidden delegation
21 clause, and **post-hoc imposition** of biometric requirements without notice.
22

23 **2. Substantive unconscionability** exists because the arbitration clause strips Plaintiff of public
24 rights, bars injunctive relief, and conditions access to property worth billions on invasive
25 biometric data collection where malicious intent was communicated through the harassment.
26

27 Both prongs are satisfied, rendering the clause unenforceable under *Armendariz*.
28

1 **G. St. Agnes Medical Center v. PacifiCare of California, 31 Cal.4th 1187 (2003)**

2 *St. Agnes* sets forth factors for waiver of arbitration, including whether a party (1) acted inconsistently
3 with the right to arbitrate, (2) substantially invoked the litigation machinery, and (3) prejudiced the
4 opposing party. Coinbase has already litigated TROs, preservation orders, and ex parte applications in
5 this Court and the California Supreme Court, thereby acting inconsistently with any right to arbitrate.
6 Even under the old standard requiring prejudice, Plaintiff has shown prejudice through escalating
7 financial harm (ETH price increases; Ex. G) and continued threats to safety (Exs. L–M).
8

9
10 **H. Quach v. CA Commerce Club, 92 Cal.App.5th 1010, review granted, S275121 (Cal. 2024)**

11 *Quach* clarified that California no longer requires a showing of prejudice to establish waiver of
12 arbitration. Substantial litigation activity alone is sufficient. Coinbase’s conduct — multiple filings,
13 opposition to emergency relief, and delay tactics — establishes waiver as a matter of law. Plaintiff
14 nevertheless also demonstrates prejudice from irreparable harm caused by ongoing lockout and
15 fraudulent billing.
16

17
18 **I. McGill v. Citibank, N.A., 2 Cal.5th 945 (2017)**

19 In *McGill*, the California Supreme Court held that arbitration provisions are unenforceable if they
20 purport to waive a party’s right to seek **public injunctive relief** under state consumer protection statutes.
21 Plaintiff’s claims — including biometric privacy violations (CCPA, BIPA), consumer fraud (Coinbase
22 One billing), and coordinated harassment — implicate public rights and injunctive relief. Enforcing
23 arbitration here would unlawfully strip Plaintiff of remedies designed to protect the public at large, not
24 just his individual interests.
25
26
27
28

1 **J. NFTs = Unique Works of Art & Irreparable Harm**

2 NFTs are *chattel property wrongfully detained* subject to claim and delivery under CCP §511.010 et seq.

3
4
5 **IV. ARGUMENT**

6 **A. Jurisdiction**

7
8 **1. Subject Matter Jurisdiction**

9 This Court has jurisdiction over Plaintiff’s state law claims, including fraud (Cal. Civ. Code
10 §§1709–1710), privacy violations (California Consumer Privacy Act, Civ. Code §1798.100 et
11 seq.), and consumer protection (Consumers Legal Remedies Act, Civ. Code §1750 et seq.). To
12 the extent certain claims touch upon federal privacy standards (such as biometric protections
13 referenced in other jurisdictions), concurrent jurisdiction applies and state courts may hear them.
14 Plaintiff, in this case, expressly waives any claim requiring exclusive federal jurisdiction in order
15 to maintain this action in California Superior Court.
16
17
18

19
20 **2. Personal Jurisdiction Over Defendants**

21 California courts may exercise personal jurisdiction over Coinbase because: (1) Coinbase,
22 though incorporated in Delaware, conducts substantial, continuous, and systematic business in
23 California; (2) the user agreement at issue was formed in California where Plaintiff resides and
24 accessed Coinbase’s platform; (3) Coinbase maintains significant California operations,
25 including servers and data processing centers, through which Plaintiff’s transactions were routed;
26 and (4) the fraud, privacy violations, and consumer protection breaches were directed at and
27 caused harm to Plaintiff in California.
28

1 **3. Venue in Los Angeles County**

2 Venue is proper in Los Angeles County under CCP §395 because: (1) Plaintiff resided in Los
3 Angeles County at the time the user agreement was formed; (2) substantial obligations under the
4 contract were to be performed in Los Angeles County, where Plaintiff accessed and relied upon
5 Coinbase services; and (3) many of the fraudulent, deceptive, and privacy-violating acts alleged
6 were experienced in Los Angeles County.
7

8
9
10 **B. Standing & Individual Relief**

11 Plaintiff brings this action in an individual capacity only, based on direct personal injury caused by
12 Coinbase’s misconduct, and seeks individual relief—not class-wide remedies. California courts require a
13 concrete, particularized injury-in-fact, fairly traceable to the defendant’s conduct, and likely to be
14 redressed by a favorable decision. (*Kwikset Corp. v. Superior Court* (2011) 51 Cal.4th 310, 322–323;
15 *Spokeo, Inc. v. Robins* (2016) 578 U.S. 330, 338.) Plaintiff satisfies each element.
16
17

18 **1. Concrete Injury.** Plaintiff has suffered specific, individualized harm, including: (a) wrongful
19 lockout of digital wallets and NFTs; (b) fraudulent charges and subscription manipulation
20 through “Coinbase One”; (c) violations of privacy and statutory rights under the CCPA and
21 CLRA; and (d) loss of business opportunities resulting from Coinbase’s obstruction of account
22 access. These harms are neither hypothetical nor generalized. They are real, ongoing, and
23 directly affect Plaintiff’s livelihood.
24
25

26 **2. Causation.** Each of the above injuries is fairly traceable to Coinbase’s conduct. Plaintiff’s
27
28

1 inability to access digital assets flows directly from Coinbase’s wrongful lockout procedures.
2 The fraudulent charges and privacy violations stem from Coinbase’s policies and practices. And
3 the business opportunity losses result from Coinbase’s obstruction and its counsel’s delay tactics
4 that divert Plaintiff’s time from productive ventures.
5

6
7 **3. Redressability.** A favorable ruling in this Court—denying arbitration, enforcing Plaintiff’s
8 rights, and allowing claims to proceed on the merits—will redress Plaintiff’s injuries by restoring
9 access, compensating damages, and deterring continued misconduct.
10

11
12 **4. Individual Relief.** Plaintiff brings this action solely in an individual capacity. No claims are
13 asserted on behalf of a class or association. Thus, no associational standing or representative
14 standing issues are presented. All damages sought are for Plaintiff’s own losses.
15

16
17 **5. Accruing Damages.** Damages are not static. Plaintiff has repeatedly warned Coinbase and its
18 counsel that stall tactics increase harm daily. Every hour consumed by obstruction is an hour
19 Plaintiff is forced to divert from other legitimate business ventures and professional pursuits.
20 Plaintiff works efficiently and uses time productively; delays therefore impose measurable
21 opportunity costs. These ongoing damages are fairly attributable to Coinbase’s litigation strategy
22 and compound the relief to which Plaintiff is entitled.
23

24
25 **6. Contextual Background.** While Plaintiff has also experienced stalking, threats, and assault
26 connected to broader racketeering patterns, those matters are not the basis of damages sought
27 here. They are referenced mostly to illustrate the coercive environment in which Coinbase’s
28

1 obstruction occurs. Such conduct could have resulted in injury, death, or false imprisonment, and
2 has previously caused false arrest and physical injury severe enough to support disability status.
3 Plaintiff is pursuing those issues separately through law enforcement, protection requests, and a
4 renewed federal RICO case pending the outcome here. Accordingly, Plaintiff has standing to
5 maintain this action, seeks individual—not class—relief, and demonstrates that damages are
6 concrete, ongoing, and directly traceable to Coinbase’s conduct.
7

8 9 10 **C. Coinbase Waived Arbitration**

11 Having established standing and individual relief, the Court should next consider why arbitration
12 cannot deprive Plaintiff of judicial review. Coinbase cannot invoke arbitration after having fully
13 participated in litigation in both this Court and the California Supreme Court.
14

15
16 **1. Under *St. Agnes Med. Ctr. v. PacifiCare* (2003) 31 Cal.4th 1187, 1196**, waiver occurs when
17 a party (1) acts inconsistently with the right to arbitrate; (2) substantially invokes the “litigation
18 machinery”; or (3) causes prejudice to the opposing party. Coinbase has opposed TROs, briefed
19 and argued preservation orders, filed ex parte applications, and otherwise invoked this Court’s
20 jurisdiction on the merits. These actions are inconsistent with arbitration and constitute
21 substantial litigation activity.
22

23
24
25 **2. *Quach v. California Commerce Club* (2024) 92 Cal.App.5th 1010 eliminated the prejudice**
26 **requirement altogether** — meaning litigation activity alone establishes waiver. Even so,
27 Plaintiff has demonstrated prejudice: every week of delay compounds his damages by millions of
28 dollars as ETH appreciates (Ex. G), while he remains unable to access or manage \$2.4B+ in

1 NFTs (Exs. A–C). Plaintiff has also endured ongoing stalking, assaults, and threats (Exs. L–M).
2 This prejudice is not hypothetical; it is real, measurable, and ongoing.

3
4 **3. Like *Velarde v. Monroe Operations, LLC* (2025) 111 Cal.App.5th 1009**, this case illustrates
5 that prejudice continues to accrue where a party withholds access to assets and stalls litigation.
6 Each day Coinbase obstructs Plaintiff’s access to his NFTs, increases his losses, and consumes
7 his limited time that would otherwise be devoted to legitimate business ventures. Plaintiff has
8 repeatedly placed Coinbase and its counsel on notice of this accruing harm, and their refusal to
9 mitigate it further establishes waiver.
10

11
12
13 Coinbase cannot litigate aggressively when it suits them, then retreat to arbitration when it does not.
14 Waiver is established as a matter of law.
15

16
17 **D. The Arbitration Clause (& Delegation) Is Unconscionable**

18 **1. Both Procedural & Substantive Unconscionability Are Required**

19 Under *Armendariz v. Foundation Health Psychcare Servs., Inc.*, 24 Cal.4th 83, 114 (2000), both
20 procedural and substantive unconscionability must be present, though not in the same degree. A
21 sliding scale applies: the greater the degree of one, the less of the other is required. Here,
22 Plaintiff demonstrates both.
23

24
25
26 **2. Procedural Unconscionability**

27 Coinbase’s arbitration clause was a contract of adhesion buried in clickwrap, with no meaningful
28 opportunity to negotiate. Further, Coinbase later added unilateral and coercive biometric

1 requirements (Exhibit E) without notice or consent. Such hidden terms and modifications
2 demonstrate oppression and surprise. (*OTO, L.L.C. v. Kho*, 8 Cal.5th 111, 126–27 (2019)).

3 4 **3. Substantive Unconscionability**

5 The clause strips Plaintiff of statutory and contractual rights by:

- 6
7 • Requiring invasive biometric scans to access property, which violates statutory privacy
8 rights (see *CCPA*, Civ. Code §1798.100 et seq.; see also ongoing *In re Coinbase BIPA*
9 *Litig.*, N.D. Ill. 2025).
- 10
11 • Limiting remedies and damages that would otherwise be available in court, including
12 public injunctive relief barred under *McGill v. Citibank, N.A.*, 2 Cal.5th 945 (2017).
- 13
14 • Imposing a **small-claims damages cap** of ~\$10,000, which would reduce multi-billion-
15 dollar NFT and cryptocurrency claims (Exhibits A–C, G) to pennies on the dollar. Courts
16 reject such limitations as unconscionable. (*Armendariz*, *supra*, at 113).

17 18 **4. Malice Independently Renders the Clause Void**

19 Even if the arbitration clause were not procedurally and substantively unconscionable, it is
20 independently void under California Civil Code §1668. That statute provides: “All contracts
21 which have for their object, directly or indirectly, to exempt anyone from responsibility for his
22 own fraud, or willful injury to the person or property of another, or violation of law, whether
23 willful or negligent, are against the policy of the law.” Courts consistently apply §1668 to
24 invalidate contractual provisions when a party seeks to shield itself from liability for intentional
25 misconduct. (See *Tunkl v. Regents of Univ. of Cal.*, 60 Cal.2d 92, 101 (1963)).
26
27
28

1 Here, Plaintiff alleges not negligence, but deliberate, malicious conduct:

- 2 • Fraudulent reactivation of subscriptions after cancellation (Ex. N);
- 3
- 4 • Deceptive “refunds” issued in USDC rather than returning fiat to bank account (Ex. R);
- 5
- 6 • Coercive biometric demands imposed post hoc without consent (Ex. E); and
- 7 • Calculated custodial lockouts from NFT portfolio worth billions (Exs. A–C).
- 8

9
10 These were not accidents or oversights. They were intentional acts designed to maximize harm
11 and deprive Plaintiff of property and statutory rights. Under §1668, no arbitration clause can
12 immunize Coinbase from responsibility for such willful fraud, injury, or statutory violations.
13 Allowing arbitration in these circumstances would contravene California’s fundamental public
14 policy against contracts that attempt to shield malicious misconduct from judicial scrutiny.

15 16 17 **5. Delegation Clause Fails Separately**

18 The delegation clause itself is procedurally unconscionable for lack of notice and clear assent,
19 especially since it was buried in boilerplate and coupled with unilateral biometric demands. This
20 distinguishes *Aggarwal v. Coinbase, Inc.* (2023) 685 F.Supp.3d 867, where no post-hoc
21 biometric coercion was involved. Like *Velarde v. Monroe Operations, LLC*, 111 Cal. App. 5th
22 1009 (2025), a hidden delegation clause coupled with oppression and surprise is unenforceable.
23 Recent *Hohenshelt* ruling (Aug. 2025) reinforces state authority over unfair terms despite FAA.
24
25
26
27
28

1 **E. Plaintiff Never Consented**

2 At its core, arbitration is enforceable only if **mutual assent** exists. Coinbase cannot prove Plaintiff ever
3 agreed to arbitration, let alone invasive biometrics.
4

5
6 **1. Plaintiff never checked a box or clicked “agree”** to a live facial scan. The only biometric
7 ever enabled was fingerprint login, later revoked after device damage. Coinbase cannot
8 retroactively impose facial recognition under *Specht v. Netscape* (2002) 306 F.3d 17, which held
9 hidden terms unenforceable, or *Badie v. Bank of Am.* (1998) 67 Cal.App.4th 779, which held
10 unilateral additions unenforceable absent express consent.
11

12
13 **2. Exhibits E and H show Plaintiff complied** with both all original verification requirements
14 and standard KYC (government ID, phone, email). He did not agree to Coinbase’s later
15 additions, and Coinbase has produced no evidence showing he did.
16

17
18 **3. The absence of clear assent** renders the arbitration clause void. Consent is the cornerstone of
19 contract law. Without it, there is no enforceable agreement.
20

21
22 **F. Claims Are Outside the Scope of Arbitration**

23
24 Even if Coinbase could show a valid agreement, Plaintiff’s claims lie outside its scope.
25

26 **1. Plaintiff’s allegations are not limited to a service dispute.** They include fraud (Coinbase
27 One billing, Ex. K), theft (NFT lockout, Exs. A–C), biometric privacy violations (Ex. E),
28

1 harassment and stalking (Exs. L–M), assaults, and coordinated attempts at entrapment. These
2 claims sound in tort, statutory violations, and criminal misconduct, not mere contract.

3
4 **2.** While *Wilko v. Swan* (1953) 346 U.S. 427 was narrowed by *Shearson/American Express v.*
5 *McMahon* (1987) 482 U.S. 220 to allow arbitration of some statutory claims, public policy
6 remains strong against forcing arbitration of fraud and privacy rights. *McGill v. Citibank* (2017)
7 2 Cal.5th 945 confirms arbitration cannot waive public injunctive relief, which Plaintiff seeks to
8 prevent Coinbase’s ongoing consumer fraud and biometric coercion.

9
10
11 **3. Arbitration also cannot resolve claims against Doe Defendants** who are not signatories to
12 Coinbase’s terms (see Section IV.H, *infra*). Discovery into these individuals is essential, and
13 arbitration would obstruct it.
14

15
16
17 Because Plaintiff’s claims involve intentional fraud, willful injury to property, and statutory violations
18 carried out with malice, they are independently excluded from arbitration under Civil Code §1668.
19

20 21 **G. Claim & Delivery Cannot Be Arbitrated**

22 California’s claim and delivery statutes provide a specific judicial remedy for the recovery of property
23 wrongfully withheld. (Code Civ. Proc. §§ 511.010 et seq.) NFTs are not fungible tokens; they are
24 unique, identifiable digital chattels, each tied to immutable metadata and provenance. Plaintiff has
25 alleged wrongful detention of more than 4,000 NFTs valued at over \$2.4 billion (Exs. A–C, G).
26

27 Claim and delivery is inherently non-arbitrable because:
28

1 **1. Statutory Procedure Requires Court Oversight.**

2 The claim and delivery process allows a plaintiff to seek a writ of possession, supported by
3 judicial findings and enforceable by the sheriff. Arbitration lacks jurisdiction to issue writs,
4 direct law enforcement, or provide equivalent statutory relief.
5

6 **2. Unique Property & Irreparable Harm**

7 Courts have long recognized that unique works of art and other one-of-a-kind assets are
8 irreparably harmed by wrongful detention. NFTs fall squarely in this category. Arbitration
9 secrecy and limited remedies cannot protect against the destruction of provenance, lost market
10 opportunities, or permanent deprivation of creative works.
11

12 **3. Public Policy Against Shielding Wrongful Detention.**

13 California law does not allow parties to contract around remedies designed to prevent willful
14 injury and wrongful possession. (Civ. Code § 1668; see also *Tunkl v. Regents of Univ. of Cal.*,
15 60 Cal.2d 92 (1963)). Allowing Coinbase to force arbitration would nullify Plaintiff’s statutory
16 right to immediate judicial relief under claim and delivery and contravene public policy.
17
18
19

20
21 For these reasons, Plaintiff’s claim and delivery cause of action cannot be delegated to a private
22 arbitrator. The Court must retain jurisdiction to adjudicate wrongful detention of NFTs and, if
23 warranted, issue writs of possession to secure Plaintiff’s property.
24

25
26 **H. Additional Causes of Action Outside Arbitration**

27 **1. Breach of Contract**
28

1 Coinbase’s misconduct also constitutes breach of contract. Plaintiff satisfied all original
2 verification and account obligations, yet Coinbase failed to honor its own contractual promises
3 by unilaterally modifying terms, blocking access to assets, and misrepresenting
4 cancellation/refund procedures. Breach of express contractual duties falls outside arbitration
5 where fraud and willful misconduct are alleged in connection with contract performance.
6

7 **2. Breach of Implied Covenant of Good Faith & Fair Dealing**

8
9 California law implies a covenant of good faith and fair dealing into every contract. Coinbase
10 frustrated Plaintiff’s reasonable expectations under the agreement by deliberately locking him
11 out of his accounts, coercing new biometric terms, and obstructing recovery of assets. Such
12 conduct goes beyond poor performance; it is bad-faith obstruction, which voids any attempt to
13 compel arbitration under Civil Code §1668.
14
15

16 **3. Negligence (Alternative Pleading)**

17
18 Although Plaintiff primarily alleges intentional and malicious misconduct, to the extent Coinbase
19 asserts its acts were negligent, Plaintiff preserves negligence claims. Coinbase owed duties of
20 reasonable care in handling account access, refunds, and biometric data. Even under negligence
21 theories, forced arbitration would improperly limit recovery of statutory rights under CCPA and
22 CLRA.
23
24

25 **4. Intentional Infliction of Emotional Distress (IIED)**

1 Plaintiff has documented stalking, harassment, and threats tied to Coinbase’s misconduct (Exs.
2 L–M). This conduct was outrageous, intended to cause severe emotional distress, and did cause
3 Plaintiff severe distress and ongoing harm. IIED is a separate tort claim not properly subject to
4 arbitration because it arises from malicious conduct outside any contractual relationship.
5

6 **5. Civil Conspiracy**

7
8 Coinbase’s misconduct is not isolated. Evidence shows a coordinated scheme among Coinbase
9 employees, agents, and Doe Defendants to obstruct access, manipulate billing, and harass
10 Plaintiff. Under California law, each participant in a civil conspiracy is jointly liable for resulting
11 harm. Arbitration cannot shield Coinbase from liability for such coordinated misconduct.
12
13

14 **6. Unjust Enrichment / Restitution**

15
16
17
18
19 Coinbase wrongfully benefited by retaining subscription fees after cancellation (Ex. N),
20 converting refunds into USDC (Ex. R), and profiting from custodial control of NFTs while
21 Plaintiff remains locked out. Equity requires restitution and disgorgement. Such equitable claims
22 are outside the scope of arbitration, which cannot strip a party of access to equitable judicial
23 remedies.
24

25 **7. Defamation (Preserved Claim)**

1 Coinbase’s filings and misrepresentations falsely portray Plaintiff as negligent, unqualified, or
2 deceptive. These false statements harm Plaintiff’s reputation and professional standing.

3 Defamation claims, based on extra-contractual conduct, cannot be compelled to arbitration.
4

5 6 **I. Coinbase’s Misrepresentations Collapse Under Scrutiny**

7 Line-item rebuttals with legal support (Exhibit H):
8

- 9 • Lost Keys → False; custodial lockout (*Badie*).
- 10 • Biometric Consent → False; never agreed (*Specht*).
- 11 • NFT Portfolio → False; listed \$2.4B (*Exhibits A–C*).
- 12 • “Trick” → False; transparent testing (*Declaration*).
- 13 • Attorney Misrep → False; attorney in pro per for more than a decade.
- 14 • Ownership Doubt → False; verified with ID/phone/email (Exhibit E).
- 15 • User Agreement → False; screenshots inconsistent (Exhibit H).
16
17
18

19 **J. Coordinated Harassment, Threats, & Public Safety**

20 Reports of stalking, threats, and coordinated harassment are documented in Exhibits L–M. These are not
21 isolated incidents; they form part of an ongoing pattern of misconduct tied to individuals whose
22 identities are currently unknown (Does 1–20). Each time Plaintiff has reported threats or assaults to law
23 enforcement, obstruction has followed rather than resolution. This obstruction emboldens the
24 perpetrators, who escalate misconduct when accountability is delayed.
25

26 Arbitration secrecy would conceal these patterns from judicial and public oversight. Unlike civil
27 discovery, private arbitration does not permit subpoenas or public scrutiny into non-signatory actors.
28

1 That would effectively shield those orchestrating coordinated harassment and deprive Plaintiff of the
2 ability to expose how his intellectual property is being targeted, how his ventures are being obstructed,
3 and how evidence is being destroyed while Defendants “play the clock.”
4

5
6 The goal of these coordinated acts appears twofold: (1) to defraud Plaintiff of valuable intellectual
7 property, assets, and opportunities; and (2) to obstruct justice by gaslighting, entrapment, provocation,
8 and evidence suppression. This conduct implicates not only Plaintiff’s safety but also **public safety**, as it
9 demonstrates a willingness to target others in similar ways if not checked by judicial oversight.
10

11 For these reasons, only this Court — not a private arbitral forum — can provide the transparency,
12 discovery tools, and judicial authority necessary to address the threats, protect Plaintiff’s rights, and
13 deter ongoing harm. Retaining jurisdiction is essential to safeguard both Plaintiff and the broader public.
14

15 16 **K. Coinbase One Fraud Shows Systemic Misconduct**

17
18 The **Coinbase One fraud** is an easy-to-spot fraction of Defendant’s broader misconduct. Plaintiff
19 canceled his Coinbase One subscription, but Coinbase fraudulently reactivated auto-pay and charged
20 Plaintiff multiple times while locked out and unable to cancel again (Exhibit N – bank statements).
21

22 When challenged, Coinbase claimed the account had been “paused” rather than canceled — a
23 misrepresentation flatly contradicted by Plaintiff’s billing records. Coinbase later issued what it called a
24 “refund,” but instead of returning the funds to Plaintiff’s bank (the original payment method), Coinbase
25 converted the refund into **USDC** and deposited it into Plaintiff’s locked Coinbase account (Exhibit R –
26 escalation email).
27
28

1 Although Plaintiff holds a Coinbase-branded debit card, the refund still fails consumer law standards.
2 Locked accounts prevent him from accessing or converting the funds, and refunding in USDC rather
3 than fiat improperly forces continued use of Coinbase’s products and services.
4

5
6 This violates multiple consumer protection laws:
7

8
9 **1. CLRA (Civ. Code § 1770(a)(5), (14))** – Misrepresenting cancellation terms and placing funds
10 in an inaccessible wallet constitutes deceptive conduct.
11

12 **2. UCL (Bus. & Prof. Code § 17200)** – An unlawful and unfair business practice, leveraging
13 account lockout to withhold fiat refunds.
14

15
16 **3. Fraud (Lazar v. Superior Court, 12 Cal.4th 631 (1996))** – Misrepresentation (claiming
17 cancellation/refund), knowledge of falsity, intent to induce reliance, Plaintiff’s justifiable
18 reliance, and resulting damages are all satisfied. Moreover, deceiving consumers on cancellation
19 violates the Unfair Competition Law (UCL) 'fraudulent' prong (*Kwikset Corp. v. Superior Court*,
20 51 Cal.4th 310 (2011)).
21

22
23
24 This maneuver is part of a **systemic scheme**:

- 25 • At the micro level, Coinbase exploited a \$30/month subscription.
- 26
- 27 • At the macro level, Coinbase exploited custodial control of Plaintiff’s Web3 Wallet and
28 digital assets worth billions.

1 If Coinbase cannot be trusted to properly refund \$119, it cannot be trusted with custody of billions in
2 NFTs or cryptocurrency. This pattern, supported by Exhibits N (bank statements) and R (refund email),
3 demonstrates systematic scheming intent to deprive Plaintiff of access to both fiat and digital assets.
4

5 6 **L. Character Assassination Frameworks Fail**

7 Coinbase’s attempt to frame Plaintiff as a negligent user, newbie creator, trickster, fake attorney, or
8 unverified owner collapses under Exhibits A–Q and case law.
9

10 11 **V. RECORD OF PRIOR OBJECTIONS TO ARBITRATION**

- 12
- 13 • Complaint ¶¶12–16: Rejection of arbitration.
- 14
- 15 • TRO Declarations (June 2025): Coercion, irreparable harm.
- 16
- 17 • Emergency Petition (June 2025): Criminal fraud.
- 18
- 19 • Supplemental Response (July 2025): Technical rebuttals.
- 20
- 21 • Declaration of Spiritual Belief (July 2025): Religious/medical objections.
- 22
- 23
- 24
- 25
- 26
- 27
- 28 • Live refusals: Emails and in-court rejections.

1 **VI. NEW ISSUES TO AMEND COMPLAINT**

- 2
- 3 1. Evidence of Coordinated Harassment (name hack aliases)
- 4 2. Relevant Evidence from 2017 Federal RICO Claim (including key to deciphering name hacks)
- 5
- 6 3. Law Firm Misconduct
- 7
- 8 4. Domain Name Camping Fraud
- 9
- 10 5. Grand Theft, NFTs/Brand & Motive
- 11
- 12 6. Coinbase One Fraud
- 13
- 14 7. Financial Institution Fraud Patterns
- 15
- 16 8. Evidence (identifying) of Stalking, Threats, Assaults, etc.,
- 17
- 18 9. Evidence of Recently Attempted Entrapment & Swatting
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28 10. Evidence of recently attempted of computer fraud (phishing, hacking) & extortion.

1 **VII. RELIEF REQUESTED**

2 Plaintiff requests that the Court:

- 3
- 4 1. Deny Coinbase’s Petition to Compel Arbitration & Request for Stay.
 - 5 2. Declare arbitration clause void under Civil Code §1668 as applied to malicious conduct
 - 6 3. Order discovery into Doe defendants, biometric vendors, technical capabilities, specifics
 - 7 regarding discontinuation of Web3 Wallets, account records, audit logs, and anything relevant.
 - 8 4. Grant judicial notice of Plaintiff’s Supreme Court filings and these proceedings.
 - 9 5. Refer investigation of fraud, stalking, harassment, and threats to law enforcement.
 - 10 6. Sanction Defendant and counsel for misrepresentations; advance hearing to October 8, 2025
 - 11 7. Issue protective order under CCP § 2025.420 to shield Plaintiff during discovery.
 - 12 8. Order the return of Plaintiff’s NFTs and digital assets.
- 13
- 14
- 15
- 16
- 17

18 **VIII. CONCLUSION**

19

20 This Opposition, coupled with the corresponding Declaration containing, attaching, and detailing

21 Exhibits A through R, collectively demonstrate that Defendant Coinbase, Inc. has engaged in

22 misconduct that extends far beyond a simple service dispute. The evidence establishes fraudulent billing

23 practices, coercive biometric demands, concealment of terms, misrepresentations of Plaintiff’s NFT

24 holdings, and coordinated harassment tied to account lockouts. These harms are ongoing, irreparable,

25 and compounded daily as Ethereum prices rise and Plaintiff is denied access to his unique, non-fungible

26 works of art and related ventures.

27

28

1 The record also demonstrates that Coinbase’s conduct was not negligent or inadvertent, but malicious—
2 calculated to maximize harm. Malice voids enforcement of any alleged arbitration clause under Civil
3 Code § 1668, which prohibits contracts from exempting parties from responsibility for willful fraud,
4 intentional injury, or violation of law. California courts refuse to enforce arbitration clauses when they
5 are invoked as shields for deliberate, bad-faith misconduct.
6

7
8 Furthermore, Plaintiff’s digital assets qualify as wrongfully detained personal property under CCP §
9 511.010 et seq. These unique works of art are subject to claim and delivery, an immediate judicial
10 remedy designed to restore possession of specific property. Neither return nor monetary damages alone
11 cannot compensate for the loss of control, provenance, and opportunities tied to these assets. Arbitration
12 would obstruct discovery into Doe Defendants, conceal misconduct from public oversight, and deprive
13 Plaintiff of statutory protections under California consumer and privacy law. This Court is the proper
14 forum to ensure transparency, accountability, and the protection of public rights.
15
16

17
18 For these reasons, Plaintiff respectfully requests that the Court deny Defendant’s Petition to Compel
19 Arbitration and Stay Proceedings, order discovery to proceed, preserve Plaintiff’s rights to amend after
20 discovery, recognize Plaintiff’s entitlement to claim and delivery of related property, and issue a
21 protective order under CCP § 2025.420 to shield Plaintiff from ongoing harassment, among other threats
22 and misconduct, during discovery and trial.
23
24

25 Respectfully submitted,

26 Dated: September 21, 2025

27
28 /s/ Russell Rope
Plaintiff In Pro Per

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

5
6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF LOS ANGELES
9

10
11 RUSSELL ROPE,) Case No.: 25STCV16692
12 Plaintiff,)
13 v.) **DECLARATION OF RUSSELL ROPE IN**
14 COINBASE, INC. & DOES 1-20,) **SUPPORT OF OPPOSITION TO**
15 Defendants) **DEFENDANT’S PETITION TO COMPEL**
16) **ARBITRATION & STAY PROCEEDINGS**

17 **I, Russell Rope, declare as follows:**

18
19 1. I am the Petitioner in this action, appearing as **attorney** of record and *in pro per*. I have personal
20 knowledge of the facts stated herein, and if called as a witness I could and would testify competently
21 thereto. I am fully competent, of sound mind, and capable of presenting this case through trial.

22
23 2. I submit this Declaration in support of my Opposition to Defendant Coinbase, Inc.’s Petition to
24 Compel Arbitration and Stay Proceedings. This Declaration attaches and describes Exhibits A through
25 R, each of which supports Plaintiff’s claims, rebuts Defendant’s misrepresentations, and establishes why
26 arbitration is affirmatively inapplicable.
27
28

1 **Exhibits A–C: NFT Listings and Valuation**

2 3. Attached hereto as Exhibit A are true and correct screenshots from OpenSea (NFT Marketplace
3 accessed via Web3 Wallet) displaying approximately 202 unique NFTs created by me (few with
4 numerous editions totaling ~4000), listed in ETH and collectively totaling approximately \$2.4 billion
5 USD at listing prices before the lockout. The value of ETH hit an all time high and doubled in USD
6 value during the lockout.
7

8
9 4. Attached hereto as Exhibit B is a screenshot from Rarible (NFT Marketplace accessed via Web3
10 Wallet) exhibiting the same NFTs listed at equal prices. 1/3 of the NFTs were animated frame-by-frame.
11

12
13 5. Attached hereto as Exhibit C is a screenshot from Magic Eden (NFT Marketplace accessed via Web3
14 Wallet) confirming the same listings in both USD and ETH. These three exhibits collectively prove the
15 scope and value of my marketed NFT portfolio, contrary to Defendant’s mischaracterizations of “hoping
16 to someday list.” This highlights my professional status, refuting misrepresentations of inexperience.
17

18
19 **Exhibit D: CSVG White Paper**

20 6. Attached hereto as Exhibit D is a true and correct copy of the Classy Savage (\$CSVG) White Paper.
21 This document details tokenomics, business strategy, and technical expertise, all of which were
22 disrupted by Coinbase’s lockout. Litigation and stall tactics have completely derailed not only plans to
23 launch this coin, but defendants and anyone who follows my social media knows that I have several
24 projects on the back-burner pending the NFT drop and coin launch, all of which are incurring collateral
25 damage. This diversion causes opportunity costs, akin to prejudice in Blake v. Ecker, 93 Cal.App.4th
26
27
28

1 728, 739 (2001). I use all my time most efficiently. Protecting my intellectual property and health takes
2 precedence to progress, which has been disrupted and slowed by legal for the past decade.

3 4 **Exhibit E: Verification Evidence**

5 7. Attached hereto as Exhibit E are true and correct screenshots proving I verified my identity with both
6 phone and email, along with a copy of my REAL ID (redacted only here). These confirm I fully
7 complied with standard KYC/AML requirements and all that was required to obtain the account. I had
8 never seen the facial scan on any app other than a separate RICO defendant before identical looking
9 technology was added to Coinbase. To confirm links as patterns suggest, discovery is needed per CCP §
10 474 to identify software providers, capabilities, and relevant processes such as administrative override. I
11 did not file action against the other app because it was for my nonprofit corporation and not tied to
12 priceless assets. The plan has been to incorporate it into my next federal RICO claim whereas the
13 imposed deadline forced immediate action against Coinbase.
14
15

16 17 **Exhibit F: Cease, Desist, & Demand Letter**

18 8. Attached hereto as Exhibit F is a true and correct copy of my pre-suit Cease, Desist, and Demand
19 letter to Coinbase, sent before filing this case. It demonstrates Coinbase was on notice of my claims and
20 my rejection of biometric coercion and arbitration long before its Petition. It was also designed to let
21 them know my warning about being an attorney was serious.
22
23

24 25 **Exhibit G: ETH Price Doubling**

26 9. Attached hereto as Exhibit G is a screenshot from etherscan.io/chart/etherprice showing that the value
27 of ETH has more than doubled since Coinbase locked me out. This demonstrates my damages continue
28

1 to grow daily. Cryptocurrency prices constantly change, so the exact date and precise number is not as
2 important to note as the doubling of value which has only fluctuated a little. The only way to get an
3 exact present value would be to check the blockchain at hearing in the courtroom, which is easily
4 possible, but should not be necessary.
5

6 **Exhibit H: App UI Comparison**

7
8 10. Attached hereto as Exhibit H is a side-by-side comparison of screenshots from my Coinbase app
9 versus the screenshots submitted by Defendant. These show visually distinct versions of the app and
10 terms of service, proving Defendant has failed to establish which terms I was presented with at signup.
11 Discovery is essential to establish version history of Coinbase's terms and the app, as well as to uncover
12 probable collusion regarding coercive biometric lockout, surrounding fraud, and a prior federal RICO
13 defendant's platform using visually identical facial scanning software.
14

15 **Exhibits I–J: Domain and Branding Evidence**

16
17 11. Attached hereto as Exhibit I is a /whois search for classysavage.com showing ID protection that
18 requires subpoena for further identification. This is the same ID protection that was used to conceal
19 information for a domain name dispute that is part of a prior claim that was obstructed without the
20 dismissal of Does and is set to be renewed following the outcome of this case.
21

22
23
24 12. Attached hereto as Exhibit J is a screenshot of the blank homepage (with source code) camped at
25 classysavage.com, demonstrating domain name camping that undermines my brand, common law
26 trademark, bad faith and Uniform Domain-Name Dispute-Resolution Policy (“UDRP”) at Internet
27 Corporation for Assigned Names and Numbers (ICANN).
28

1 **Exhibit K: Business Conglomerate Evidence**

2 13. Exhibit K: Business Conglomerate Evidence 13. Attached hereto as Exhibit K is a chart of logos and
3 descriptions of my interconnected business ventures, proving the scale of disruption caused by
4 Coinbase’s conduct. This demonstrates meticulously planned operations for multiple businesses, each of
5 which is now being damaged by the diversion of my time into defending intellectual property through
6 civil litigation. My pioneering cannabis media business, which created one of the original directories of
7 legal medical cannabis businesses and was the first to combine video with industry and event promotion,
8 was later copied by companies now valued in the billions — evidence of the magnitude of damages
9 caused by obstruction. Likewise, I was one of the first producing Hollywood VIP nightlife videos, with
10 access to industry events and circles that included billionaires and other high-value connections. At the
11 time, I lived in a Hollywood Hills villa with panoramic views from downtown Los Angeles to the ocean,
12 while socializing within those same networks. This is directly relevant because it rebuts defamatory
13 efforts to portray me as a “street-level amateur” and shows that I was positioned within markets and
14 communities capable of supporting multi-million- or even billion-dollar art and token sales. The lockout
15 therefore represents more than abstract injury — it is being weaponized by frauds who have relentlessly
16 attempted to cut me off from established networks and opportunities. I use every minute of my day
17 productively and mind my own businesses; Defendants and their attorneys instead employ delay tactics,
18 while Does 1–20 engage in coordinated efforts to provoke or obstruct, often timed with litigation events
19 and intimidation tactics, per patterns in Exhibits L–M. These actions underscore that there is no credible
20 defense to Plaintiff’s claims.
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1 **Exhibits L–M: Law Enforcement Reports**

2 14. Attached hereto as Exhibit L are photographs of police officer business cards with incident report
3 numbers and dates that document attempts to get help from obstructed law enforcement due to stalking,
4 threats, assault, and more, which I endured in connection with this litigation. All of the elements of each
5 crime were present and officers were obviously instructed and directed to obstruct. Please recognize
6 that this is mostly limited to events surrounding Coinbase service, disruption, theft more than lockout at
7 this point, and litigation. The overall claim includes much more serious violations over the span of fives
8 years since the previous federal RICO claim and reserved for renewal.
9

10
11 15. Attached hereto as Exhibit M are screenshots of my FBI IC3.gov reports documenting my attempts
12 to obtain federal law enforcement assistance. I have filed numerous IC3 reports over the past decade,
13 have never received a response, once got a referral from LAPD and met with a duty officers at FBI only
14 to be ghosted and led in circles each time I tried to follow up on the phone. Both federal and local law
15 enforcers and other authorities have both been promoted or retired and are believed to have been
16 rewarded for obstructing justice or worse and this needs to be investigated by someone with a higher
17 security clearance than a pro se litigant; nevertheless, the Court will be impressed by my plans for
18 discovery. To overcome law enforcement obstruction discovery that is not afforded to me through
19 arbitration, subpoenas may issue under CCP § 1985 so that full and honest inquiries may proceed.
20
21
22

23 **Exhibit N: Bank Statement Fraud**

24 16. Attached hereto as Exhibit N is a screenshot of my bank statement showing fraudulent Coinbase One
25 charges after I canceled the subscription, proving separate misconduct independent of NFTs. My bank,
26 on a recorded line, asked me routine questions and determined it to be fraud. There are more levels to
27
28

1 the financial fraud; such as a suspected trap where the Coinbase app offered \$10-20k transfer from my
2 checking account before used initial NFT sales to pay off all debts in full and disputed things myself in
3 order to bring my credit score back up from 534 to 804 without any help. My credit was derailed by
4 racketeers who have gone after all of my financial beginning when they terminated my business account
5 and stole my money, for no just cause, as plead in my justice obstructed 2017 RICO claim.
6

7

8 **Exhibits O–P: Likeness and Image Monetization**

9 17. Attached hereto as Exhibit O is a screenshot of my IMDbPro profile reflecting my professional
10 credits and compensation for the use of my image in mainstream television productions.
11

12

13 18. Attached hereto as Exhibit P is a screenshot of the “TV & Film” section of my resume listing shows,
14 agencies, and studios that have paid for my likeness. These exhibits confirm commercial value of my
15 image, supporting my objections to forced biometric exploitation while refuting attempted character
16 frame as well as assertions of inexperience. The point is that I have been paid for my image, which
17 demonstrates established professional value for what was repeatedly recognized by mainstream
18 productions spanning official work at every major studio in Hollywood and greater Los Angeles, but
19 what discovery should reveal is greater value of my biometrics to those who wish me harm.
20

21

22 **Exhibit Q: Real Estate Motive Evidence**

23 19. Attached hereto as Exhibit Q are architectural designs and descriptions relating to my real estate
24 plans. These documents provide context for the motive behind coordinated interference with my assets
25 and ventures. Subpoenas are required to confirm belief that Does have been occupying or using this
26 land, and for criminal purposes not limited to defamation of my character. This claim has not been
27
28

1 formally litigated or dismissed, and is based on the pending federal RICO claim, obstruction, fraud, and
2 benefit of the bargain from when it was listed for sale in parallel with when prior defendants of prior
3 RICO case should have lost. Subpoenas are expected to link Does from everything including this claim
4 against Coinbase and Does 1-20 whom defendant attorneys fail to acknowledge.
5

6 **Exhibit R: Coinbase “Refund” Email**

7
8 20. Attached hereto as Exhibit R is a true and correct copy of an email I received from Coinbase
9 Escalations regarding my Coinbase One subscription. The email states that Coinbase had “processed a
10 reimbursement of \$119.96 in USDC,” deposited into my USDC wallet. This refund was not returned to
11 my original payment method, but rather converted into Coinbase’s (co-founded) proprietary stablecoin
12 and locked inside the very account I had been denied access to. This maneuver demonstrates a deceptive
13 practice: Coinbase represented that it had issued a refund, but in fact forced me to continue using its
14 platform, restricted my ability to recover fiat funds, and undermined basic consumer protection
15 principles requiring refunds to be returned to the original method of payment. This pattern of conduct,
16 even on a small-dollar transaction, exemplifies Coinbase’s broader scheme to defraud by leveraging
17 lockouts, misrepresentations, and unilateral control of accounts to deprive customers of assets.
18
19

20 **Conclusion**

21
22 21. The attached Exhibits A through R collectively demonstrate that Defendant Coinbase, Inc. has
23 engaged in misconduct that extends far beyond a simple service dispute. The evidence establishes
24 fraudulent billing practices, coercive biometric demands, concealment of terms, misrepresentations of
25 Plaintiff’s NFT holdings, and coordinated harassment tied to account lockouts. These harms are
26
27
28

1 ongoing, irreparable, and compounded daily as Ethereum prices rise and Plaintiff is denied access to his
2 unique, non-fungible works of art and time to work on related ventures.

3
4 The record also demonstrates that Coinbase’s conduct was not negligent or inadvertent, but malicious—
5 calculated to maximize harm. Malice voids enforcement of any alleged arbitration clause per Civ. Code
6 § 1668 (exoneration from willful injury invalid) as California courts refuse to enforce provisions
7 designed or used as shields for intentional, bad-faith misconduct.
8

9
10 Arbitration would obstruct discovery into Doe Defendants, conceal misconduct from public oversight,
11 and deprive Plaintiff of statutory protections under California consumer and privacy law. This Court, not
12 a private arbitrator, is the proper forum to ensure transparency, accountability, the protection of both
13 public rights and the Plaintiff’s life.
14

15
16 For these reasons, Plaintiff respectfully requests that the Court deny Defendant’s Petition to Compel
17 Arbitration and Stay Proceedings, order discovery to proceed, preserve Plaintiff’s rights to amend as
18 Doe identities are revealed, and issue a protective order under CCP § 2025.420 to shield Plaintiff from
19 ongoing harassment, among other threats, and related misconduct, through discovery and possibly trial.
20

21
22 I declare under penalty of perjury under the laws of the State of California, and to the best of my
23 knowledge, that the foregoing is true and correct.
24

25 Respectfully submitted,

26 Dated: September 21, 2025

27
28 /s/ Russell Rope
Plaintiff In Pro Per

EXHIBIT A

Screenshots From OpenSea
NFT Marketplace Accessed via Web3 Wallet

Dated: August 26, 2025

Exhibit A

EVENT	ITEM	PRICE	QTY	RARITY	FROM	TO	TIME
Listing	G Saurcat 21(a) Classy Savage	4.00 ETH	1	#43	RussellRope		6mo ago
Listing	Gem Panther Classy Savage	10.00 ETH	1	#49	RussellRope		6mo ago
Listing	Polar Barry Classy Savage	10.00 ETH	1	#30	RussellRope		6mo ago
Listing	Reximus Classy Savage	10.00 ETH	1	#17	RussellRope		6mo ago
Listing	Kong King Classy Savage	10.00 ETH	1	#24	RussellRope		6mo ago
Listing	Razorbeak Classy Savage	10.00 ETH	1	#45	RussellRope		6mo ago
Listing	My Shooter 2(i) Classy Savage	10.00 ETH	1	#20	RussellRope		9mo ago
Listing	G Saurcat 21(a) Classy Savage	4.00 ETH	1	#01	RussellRope		9mo ago
Listing	Laughing Lion 1(c) Classy Savage	21.00 ETH	1	#94	RussellRope		9mo ago
Listing	Son of Cat Crown Classy Savage	100.00 ETH	1	#07	RussellRope		9mo ago
Listing	G Saurcat 21(b) Classy Savage	4.00 ETH	1	#03	RussellRope		9mo ago
Listing	Street Art Lion 1 Classy Savage	10.00 ETH	4	#9	RussellRope		9mo ago
Listing	The Great Lion Wave 1 Classy Savage	0.10 ETH	1	#21	RussellRope		9mo ago
Listing	Crypto Lion 1(a) Classy Savage	10.00 ETH	1	#4	RussellRope		9mo ago
Listing	Crypto Lion 1(b) Classy Savage	10.00 ETH	1	#3	RussellRope		9mo ago
Listing	Crypto Lion 1(c) Classy Savage	10.00 ETH	1	#5	RussellRope		9mo ago
Listing	Crypto Lion 1(f) Classy Savage	10.00 ETH	1	#7	RussellRope		9mo ago
Listing	Crypto Lion 1(g) Classy Savage	10.00 ETH	1	#6	RussellRope		9mo ago
Listing	Irony of Green Lion 1(a) Classy Savage	10.00 ETH	1	#12	RussellRope		9mo ago
Listing	Irony of Green Lion 1(b) Classy Savage	10.00 ETH					
Listing	Irony of Green Lion 1(c) Classy Savage	10.00 ETH					
Listing	Irony of Green Lion 1(f) Classy Savage	10.00 ETH					
Listing	Street Art Lion 1(a) Classy Savage	10.00 ETH					
Listing	Street Art Lion 1(b) Classy Savage	21.00 ETH					
Listing	Street Art Lion 1(b) Classy Savage	21.00 ETH					
Listing	Street Art Lion 1(r) Classy Savage	10.00 ETH					

<< Listing x Clear

EVENT	ITEM	PRICE	QTY	RARITY
Listing	The Great Lion Wave 1(a) Classy Savage	1.00 ETH	1	#19
Listing	The Great Lion Wave 1(b) Classy Savage	1.00 ETH	1	#14
Listing	The Great Lion Wave 1(c) Classy Savage	1.00 ETH	1	#14
Listing	The Great Lion Wave 1(g) Classy Savage	1.00 ETH	1	#14
Listing	Paris Street Lion, Rainy Day 1(a) Classy Savage	1.00 ETH	1	#2
Listing	Colorful Lion 1(x) Classy Savage	21.00 ETH	1	#8
Listing	Colorful Lion 1(y) Classy Savage	1.00 ETH	1	#11
Listing	Vitruvian Lion Classy Savage	69.00 ETH	1	#13
Listing	Lion & Ballerina 1 Classy Savage	21.00 ETH	1	#6
Listing	OG Classy Savage	21.00 ETH	1	#29
Listing	Queen OG 21(o) Classy Savage	215.00 ETH	1	#64
Listing	Leonardo Di Namo Classy Savage	213.00 ETH	1	#6
Listing	Leon de Starre Classy Savage	10.00 ETH	1	#35
Listing	Crypto Lion 1(f) Classy Savage	7,777.00 ETH	1	#32
Listing	Colorful Lion 2 Classy Savage	88.9K ETH	1	#2
Listing	OG 21(s) Classy Savage	999.00 ETH	1	#6
Listing	Colorful Lion 1(a)(i) Classy Savage	6.00 ETH	1	#36
Listing	Laughing Lion 1(a) Classy Savage	21.00 ETH	1	#95
Listing	Leon De Starre 1(t) Classy Savage	10.00 ETH	1	#22
Listing	OG 21(c) Classy Savage	21.00 ETH	1	#68
Listing	Lion & Ballerina 1(b) Classy Savage	310.00 ETH	1	#65
Listing	Paris Street Lion 1(b) Classy Savage	21.00 ETH	1	#44
Listing	Multiversal Lion 1(a) Classy Savage	21.00 ETH	1	#92
Listing	King OG 1(b) Classy Savage	999.00 ETH	1	#71
Listing	Laughing Lion 1(b) Classy Savage	21.00 ETH	1	#95
Listing	Drip Lion 1(c) Classy Savage	10.00 ETH	1	#57
Listing	Lion Heart 1(a) Classy Savage	143.00 ETH	1	#54

NFTs on OpenSea NFT Marketplace

Minted & Listed for Sale on Ethereum (ETH) Blockchain (there are more on Polygon chain)

Same Collections Listed for Sale on Rarible & Magic Eden

Verifiable @ <https://opensea.io/russellrope/activity> (filter by "listing")

EVENT	ITEM	PRICE	QTY	RARITY	FROM	TO	TIME
Listing	Skater Cat 1(a) Classy Savage	10.00 ETH	1	#23	RussellRope		9mo ago
Listing	Son of Cat Coin Classy Savage	10.00 ETH	1	#78	RussellRope		9mo ago
Listing	My Shooter 1(a) Classy Savage	187.00 ETH	1	#100	RussellRope		9mo ago
Listing	Multiversal Lion 1(b) Classy Savage	7.00 ETH	1	#89	RussellRope		9mo ago
Listing	Vitruvian Lion 1(a) Classy Savage	7.00 ETH	1	#40	RussellRope		9mo ago
Listing	Skater Cat 21(a) Classy Savage	4.00 ETH	1	#91	RussellRope		9mo ago
Listing	Colorful Lion 1(a)(02) Classy Savage	0.421 ETH	1	#48	RussellRope		9mo ago
Listing	Lion Heart 1(b) Classy Savage	143.00 ETH	1	#60	RussellRope		9mo ago
Listing	Mona Lion 1(a) Classy Savage	215.00 ETH	1	#51	RussellRope		9mo ago
Listing	Mona Lion 1(g) Classy Savage	21.00 ETH	1	#47	RussellRope		9mo ago
Listing	G Seurcat 21(f) Classy Savage	4.00 ETH	1	#55	RussellRope		9mo ago
Listing	My Shooter 2(a) Classy Savage	187.00 ETH	1	#99	RussellRope		9mo ago
Listing	Astron Leomy 1(j) Classy Savage	7.00 ETH	1	#93	RussellRope		9mo ago
Listing	Crypto Lion 21(h) Classy Savage	88.00 ETH	1	#5	RussellRope		9mo ago
Listing	The Great Lion Wave 1 Classy Savage	4.00 ETH	1	#36	RussellRope		9mo ago
Listing	Son of Cat USA Classy Savage	21.00 ETH	1	#31	RussellRope		9mo ago
Listing	OG 21(p) Classy Savage	999.00 ETH	1	#63	RussellRope		9mo ago
Listing	My Shooter 2(c) Classy Savage	187.00 ETH	1	#72	RussellRope		9mo ago
Listing	Multiversal Lion 1(d) Classy Savage	7.00 ETH	1	#89	RussellRope		9mo ago
Listing	Queen OG 1(a)(o) Classy Savage	100.00 ETH	1	#70	RussellRope		9mo ago
Listing	Astron Leomy 1(a) Classy Savage	7.00 ETH	1	#97	RussellRope		9mo ago
Listing	Mona Lion 1(b) Classy Savage	21.00 ETH	1				
Listing	Lion Heart 1(a) Classy Savage	143.00 ETH	1				
Listing	Crypto Lion 21(b) Classy Savage	4.00 ETH	1				
Listing	G Seurcat 21(g) Classy Savage	4.00 ETH	1				
Listing	Colorful Lion 1(a)(07) Classy Savage	0.40 ETH	1				
Listing	Lion & Ballerina 1(c) Classy Savage	10.00 ETH	1				

EVENT	ITEM	PRICE	QTY	RARITY
Listing	OG 21(o) Classy Savage	21.00 ETH	1	#76
Listing	Skater Cat 21(d) Classy Savage	4.00 ETH	1	#82
Listing	My Shooter 2(e) Classy Savage	88.9K ETH	1	#24
Listing	Leon De Starre 1(p) Classy Savage	10.00 ETH	1	#62
Listing	Multiversal Lion 1(c) Classy Savage	10.00 ETH	1	#88
Listing	Multiversal Lion 21(c) Classy Savage	4.00 ETH	1	#33
Listing	Astron Leomy 1(g) Classy Savage	7.00 ETH	1	#90
Listing	The Great Lion Wave 1(g) Classy Savage	4.00 ETH	1	#38
Listing	King Jaws Classy Savage	100.00 ETH	1	#22
Listing	OG 21(s) Classy Savage	422K ETH	1	#5
Listing	King OG 1(c) Classy Savage	88.9K ETH	1	#61
Listing	Queen OG 1(h) Classy Savage	88.9K ETH	1	#55
Listing	Son of Cat Star Classy Savage	10.00 ETH	1	#0
Listing	The Conqueror 1(z) Classy Savage	777.00 ETH	1	#43
Listing	The Conqueror 1(a) Classy Savage	100K ETH	1	#10
Listing	Street Art Lion 1(b) Classy Savage	21.00 ETH	1	#14
Listing	Street Art Lion 1(a) Classy Savage	0.40 ETH	1	#99
Listing	Son of Cat Avocado Classy Savage	10.00 ETH	1	#34
Listing	Son of Cat Red Apple Classy Savage	10.00 ETH	1	#28
Listing	Son of Cat Crown Classy Savage	69.00 ETH	1	#67
Listing	The Conqueror 1(c) Classy Savage	777.00 ETH	1	#45
Listing	Skater Cat 21(d) Classy Savage	0.215 ETH	1	#82
Listing	The Great Lion Wave 1 Classy Savage	1.00 ETH	1	#30
Listing	Street Art Lion 1(d) Classy Savage	0.40 ETH	1	#12
Listing	Skater Cat 1(b) Classy Savage	0.215 ETH	1	#84
Listing	RoboLion 21(a) Classy Savage	21.00 ETH	1	#7
Listing	RoboLion 1(f) Classy Savage	1.00 ETH	1	#26

Some of these were intentionally listed high not only with intent of holding until gaining more value, but also to prevent someone or a small group of suspects from acquiring the entire collection.

Tens of thousands of dollars in offers for some of the more valuable assets were both declined and missed due to lockout. The months delayed NFT drops and token launch amplify those damages by millions of dollars regardless of asset recovery. Time spent on litigation affects my other businesses and plans.

Listing	RoboLion 1(e) Classy Savage	2.47 ETH	1	#86	RussellRope	11mo ago
Listing	Skater Cat 1(a) Classy Savage	0.421 ETH	1	#69	RussellRope	11mo ago
Listing	Son of Cat USA Classy Savage	10.00 ETH	1	#31	RussellRope	11mo ago
Listing	Queen OG 1(b)(o) Classy Savage	999.00 ETH	1	#78	RussellRope	11mo ago
Listing	Queen OG 21(f) Classy Savage	21.00 ETH	1	#80	RussellRope	11mo ago
Listing	Queen OG 1(e)(o) Classy Savage	100.00 ETH	1	#17	RussellRope	11mo ago
Listing	Queen OG 21(o) Classy Savage	88.00 ETH	1	#64	RussellRope	11mo ago
Listing	My Shooter 4(g) Classy Savage	4.00 ETH	1	#73	RussellRope	11mo ago
Listing	Paris Street Lion 1(b) Classy Savage	0.40 ETH	1	#44	RussellRope	11mo ago
Listing	My Shooter 4(a) Classy Savage	4.00 ETH	1	#73	RussellRope	11mo ago
Listing	Paris Street Lion 1 Classy Savage	21.00 ETH	1	#13	RussellRope	11mo ago
Listing	The Conqueror 1(b) Classy Savage	888.00 ETH	1	#11	RussellRope	11mo ago
Listing	My Shooter 2(i) Classy Savage	1.00 ETH	1	#29	RussellRope	11mo ago
Listing	My Shooter 2(c) Classy Savage	1.00 ETH	1	#72	RussellRope	11mo ago
Listing	OG 21(o) Classy Savage	21.00 ETH	1	#76	RussellRope	11mo ago
Listing	My Shooter 2(e) Classy Savage	7.00 ETH	1	#24	RussellRope	11mo ago
Listing	My Shooter 2(a) Classy Savage	1.00 ETH	1	#99	RussellRope	11mo ago
Listing	Multiversal Lion 21(c) Classy Savage	0.4215 ETH	1	#33	RussellRope	11mo ago
Listing	Multiversal Lion 1(c) Classy Savage	0.36 ETH	1	#88	RussellRope	11mo ago
Listing	Multiversal Lion 1(b) Classy Savage	0.215 ETH	1	#89	RussellRope	11mo ago
Listing	Multiversal Lion 1(a) Classy Savage	4.215 ETH	1	#92	RussellRope	11mo ago
Listing	Mona Lion 1(b) Classy Savage	0.421 ETH	1	#45	RussellRope	11mo ago
Listing	Mona Lion 1(e) Classy Savage	7.00 ETH	1	#45	RussellRope	11mo ago
Listing	Lion & Ballerina 1(c) Classy Savage	3.60 ETH	1	#45	RussellRope	11mo ago
Listing	Lion Heart 1(n) Classy Savage	999.00 ETH	1	#45	RussellRope	11mo ago
Listing	Lion Heart 1(b) Classy Savage	1.00 ETH	1	#45	RussellRope	11mo ago
Listing	Lion Heart 1(o) Classy Savage	1.00 ETH	1	#45	RussellRope	11mo ago

Listing	Lion Heart 1(a) Classy Savage	1.00 ETH	1	#54	RussellRope	11mo ago
Listing	Lion & Ballerina 1(a) Classy Savage	10.00 ETH	1	#85	RussellRope	11mo ago
Listing	Leonardo Dy Namo Classy Savage	21.00 ETH	1	#9	RussellRope	11mo ago
Listing	Lion & Ballerina 1(b) Classy Savage	21.00 ETH	1	#65	RussellRope	11mo ago
Listing	Leon De Starre 1(p) Classy Savage	10.00 ETH	1	#62	RussellRope	11mo ago
Listing	Laughing Lion 1(a) Classy Savage	0.40 ETH	1	#95	RussellRope	11mo ago
Listing	King OG 1(d) Classy Savage	21.00 ETH	1	#35	RussellRope	11mo ago
Listing	King OG 1(b) Classy Savage	21.00 ETH	1	#71	RussellRope	11mo ago
Listing	Irony of Green Lion 1(c) Classy Savage	21.00 ETH	1	#2	RussellRope	11mo ago
Listing	Irony of Green Lion 1(b) Classy Savage	10.00 ETH	1	#16	RussellRope	11mo ago
Listing	G Seurcat 21(b) Classy Savage	1.00 ETH	1	#83	RussellRope	11mo ago
Listing	G Seurcat 21(g) Classy Savage	0.215 ETH	1	#59	RussellRope	11mo ago
Listing	G Seurcat 21(f) Classy Savage	0.215 ETH	1	#56	RussellRope	11mo ago
Listing	The Great Lion Wave 1(g) Classy Savage	0.40 ETH	1	#38	RussellRope	11mo ago
Listing	Drip Lion 1(e) Classy Savage	10.00 ETH	1	#52	RussellRope	11mo ago
Listing	Crypto Lion 21(c) Classy Savage	0.215 ETH	1	#75	RussellRope	11mo ago
Listing	Crypto Lion 21(a) Classy Savage	10.00 ETH	1	#66	RussellRope	11mo ago
Listing	Crypto Lion 1(f) Classy Savage	9,999.00 ETH	1	#32	RussellRope	11mo ago
Listing	Crypto Lion 1(a) Classy Savage	21.00 ETH	1	#77	RussellRope	11mo ago
Listing	Colorful Lion 1(a)(i)3 Classy Savage	42.00 ETH	1	#49	RussellRope	11mo ago
Listing	Astron Leomy 1(j) Classy Savage	0.36 ETH	1	#93	RussellRope	11mo ago
Listing	Astron Leomy 1(b) Classy Savage	2.00 ETH	1	#97	RussellRope	11mo ago
Listing	Vitruvian Lion 1(a) Classy Savage	2.215 ETH	1	#48	RussellRope	11mo ago
Listing	Laughing Lion 1(c) Classy Savage	0.333 ETH	1	#94	RussellRope	11mo ago
Listing	Vitruvian Lion 1(b) Classy Savage	0.215 ETH	1	#41	RussellRope	11mo ago
Listing	Colorful Lion 1(a)(i)9 Classy Savage	0.40 ETH	1	#50	RussellRope	11mo ago
Listing	Colorful Lion 1(a)(i)2 Classy Savage	0.215 ETH	1	#48	RussellRope	11mo ago

These items were also listed on Rarible & Magic Eden

Listing cannot be renewed during the lockout

Marketplace accounts contain listings under unique usernames, which cannot be replaced or accessed without the Web3 Wallet

Listing	Colorful Lion 1(a)(0)7 Classy Savage	0.215 ETH	1	#18	RussellRope	11mo ago
Listing	Colorful Lion 1(a)(0)1 Classy Savage	0.215 ETH	1	#20	RussellRope	11mo ago
Listing	King Jaws Classy Savage	215.00 ETH	1	#22	RussellRope	11mo ago
Listing	King OG Classy Savage	100.00 ETH	1	#40	RussellRope	11mo ago
Listing	The Conqueror Classy Savage	999.00 ETH	1	#2	RussellRope	11mo ago
Listing	Vitruvian Lion Classy Savage	21.00 ETH	1	#13	RussellRope	11mo ago
Listing	Astron Leomy Classy Savage	999.00 ETH	1	#3	RussellRope	11mo ago
Listing	Crypto Lion 2(a)(1) Classy Savage	8.00 ETH	1	#4	RussellRope	11mo ago
Listing	OG Classy Savage	10.00 ETH	1	#29	RussellRope	11mo ago
Listing	Fashion Lion 1(f) Classy Savage	4.00 ETH	1	#27	RussellRope	11mo ago
Listing	Lion Heart Classy Savage	10.00 ETH	1	#1	RussellRope	11mo ago
Listing	Multiversal Lion Classy Savage	0.215 ETH	100	#14	RussellRope	11mo ago
Listing	Glitch Beast Classy Savage	2.00 ETH	1	#15	RussellRope	11mo ago
Listing	Colorful Lion 1(x) Classy Savage	2.00 ETH	1	#8	RussellRope	11mo ago
Listing	Leon de Starre Classy Savage	10.00 ETH	1	#35	RussellRope	11mo ago
Listing	Crypto Lion 1(g) Classy Savage	4.00 ETH	1	#5	RussellRope	11mo ago
Listing	Crypto Art Number 1 Crypto Art	0.01 ETH	100	-	RussellRope	11mo ago
Listing	G Seurcat Classy Savage	6.00 ETH	1	#26	RussellRope	11mo ago
Listing	Gift To The Multiverse Classy Savage	0.10 ETH	100	#67	RussellRope	11mo ago
Listing	Glitch Beast Classy Savage	0.444 ETH	1	#15	RussellRope	11mo ago
Listing	Irony of Green Lion Classy Savage	88.00 ETH	1	#28	RussellRope	11mo ago
Listing	Laughing Lion Classy Savage	1.00 ETH	4	#37	RussellRope	11mo ago
Listing	My Shooter Classy Savage	4.00 ETH				
Listing	Paris Street Lion, Rainy Day Classy Savage	10.00 ETH				
Listing	Mona Lion 1 Classy Savage	69.00 ETH				
Listing	Queen OG Classy Savage	999.00 ETH				
Listing	RoboLion Classy Savage	10.00 ETH				

Listing	Street Art Lion 1 Classy Savage	1.00 ETH	4	#9		
Listing	The Great Lion Wave 1 Classy Savage	0.215 ETH	50	#21		
Listing	Vitruvian Lion Classy Savage	999.00 ETH	1	#13		
Listing	Wild Lions Eat Zebras Classy Savage	0.40 ETH	2	#36		
Listing	Guernica Orge Classy Savage	0.40 ETH	6	#19		
Listing	Drip Lion 1 Classy Savage	10.00 ETH	1	#34		
Listing	Crypto Lion 1 Classy Savage	0.40 ETH	50	#20		
Listing	Colorful Lion 1(a)(0) Classy Savage	4.00 ETH	1	#47		
Listing	Astron Leomy Classy Savage	10.00 ETH	1	#3		
Listing	Skater Cat Classy Savage	4.00 ETH	1	#64		
Listing	OG Classy Savage	10.00 ETH	1	#29		
Listing	Vitruvian Lion Classy Savage	21.00 ETH	1	#13		
Listing	Irony of Green Lion Classy Savage	10.00 ETH	1	#28		
Listing	Lion & Ballerina 1 Classy Savage	4.00 ETH	1	#8		
Listing	The Conqueror Classy Savage	999.00 ETH	1	#2		
Listing	Glitch Beast Classy Savage	2.00 ETH	1	#15		
Listing	Queen OG Classy Savage	9,999.00 ETH	1	#7		
Listing	Astron Leomy Classy Savage	999.00 ETH	1	#3		
Listing	King OG Classy Savage	100.00 ETH	1	#40		
Listing	Crypto Lion 2(a)(1) Classy Savage	8.00 ETH	1	#4		
Listing	Fashion Lion 1(f) Classy Savage	4.00 ETH	1	#27		
Listing	Crypto Lion 1 Classy Savage	1.00 ETH	99	#20		
Listing	Lion Heart Classy Savage	10.00 ETH	1	#1		
Listing	Leon de Starre Classy Savage	10.00 ETH	1	#35		
Listing	Multiversal Lion Classy Savage	0.215 ETH	100	#14		
Listing	Crypto Lion 1(g) Classy Savage	4.00 ETH	1	#5		
Listing	Colorful Lion 1(x) Classy Savage	2.00 ETH	1	#8		

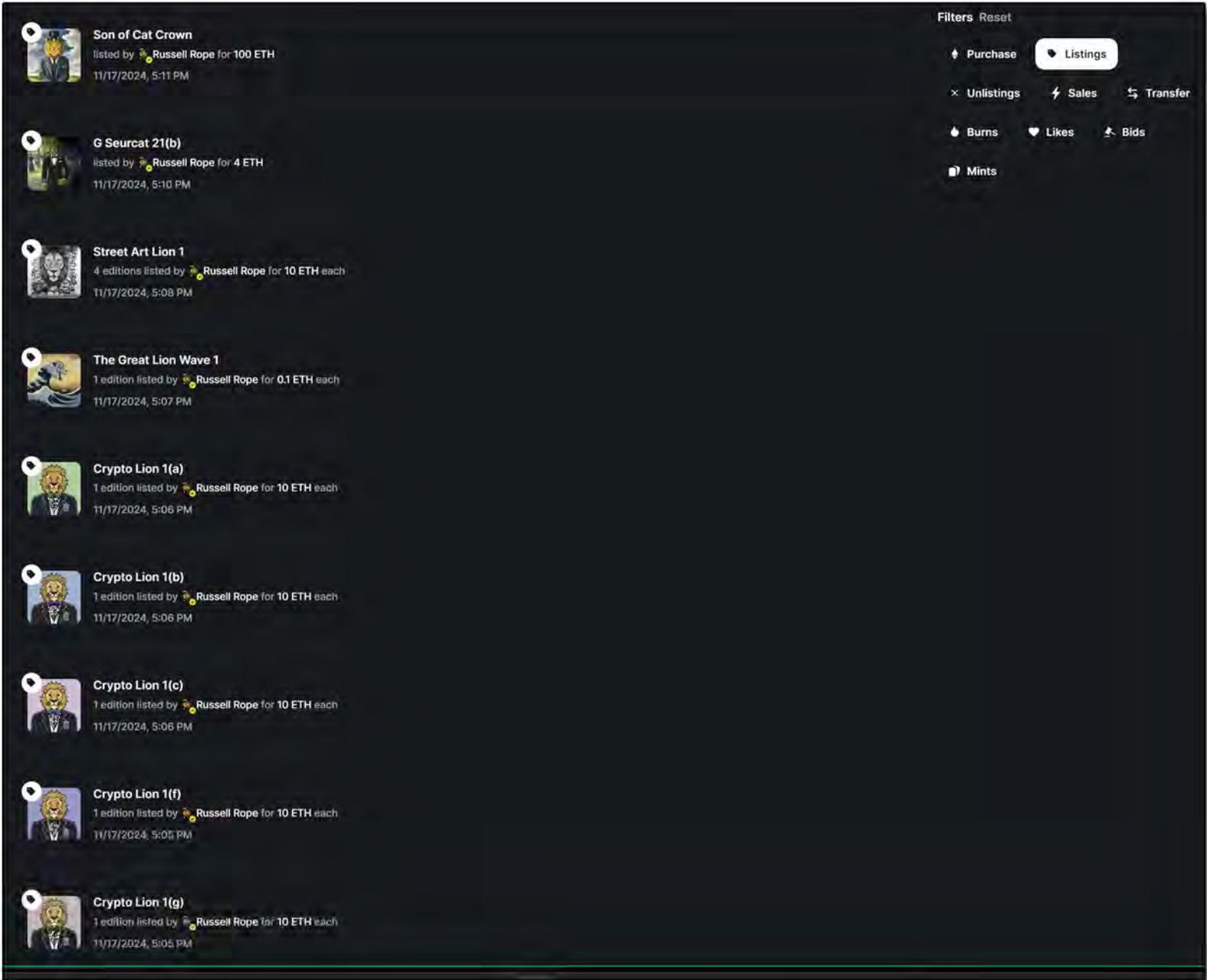
Plaintiff warned Coinbase that lockout would result in liability for all NFTs at listing prices, which totals

\$2.4 Billion USD

EXHIBIT B

Screenshots From Rarible
NFT Marketplace Accessed via Web3 Wallet

Dated: August 26, 2025



Screenshot of some assets on Rarible NFT marketplace w/ listing prices in \$ETH

The technology loading this data prevents copy/page or printing the entire list; hence screenshots

Listing need to be renewed every six months, which is not possible without Web3 Wallet access

Verifiable @ <https://rarible.com/russellrope/activity> (select filter “listing”)

EXHIBIT C

Screenshots From Magic Eden
NFT Marketplace Accessed via Web3 Wallet

Dated: August 26, 2025

Asset Name	Action	Address	Status	Price (ETH)	Price (USD)	Duration
King Jaws	List	0x18e1	—	100 ETH	\$371.6K	9mo
OG 21(\$)	List	0x18e1	—	421,999 ETH	\$1.6B	10mo
King OG 1(c)	List	0x18e1	—	88,888 ETH	\$330.3M	10mo
Queen OG 1(h)	List	0x18e1	—	88,888 ETH	\$330.3M	10mo
Son of Cat Star	List	0x18e1	—	10 ETH	\$37.2K	10mo
The Conqueror 1(z)	List	0x18e1	—	777 ETH	\$2.9M	10mo
The Conqueror 1(a)	List	0x18e1	—	99,999 ETH	\$371.6M	10mo
Street Art Lion 1(b)	List	0x18e1	—	21 ETH	\$78K	10mo
Street Art Lion 1(a)	List	0x18e1	—	0.4 ETH	\$1.5K	10mo
Son of Cat Avocado	List	0x18e1	—	10 ETH	\$37.2K	10mo
Son of Cat Red Apple	List	0x18e1	—	10 ETH	\$37.2K	10mo
Son of Cat Crown	List	0x18e1	—	69 ETH	\$256.4K	10mo
The Conqueror 1(c)	List	0x18e1	—	777 ETH	\$2.9M	10mo
Skater Cat 21(d)	List	0x18e1	—	0.215 ETH	\$798.88	10mo
#1	List	0x18e1	—	1 ETH	\$3.7K	10mo
Stree Art Lion 1(d)	List	0x18e1	—	0.4 ETH	\$1.5K	10mo
Skater Cat 1(b)	List	0x18e1	—	0.215 ETH	\$798.88	10mo
RoboLion 21(a)	List	0x18e1	—	21 ETH	\$78K	10mo

Screenshot of some assets on Magic Eden NFT marketplace w/ sale prices in both \$ETH & \$USD

As of 4pm on 8/26/25, 1 ETH is worth \$4,591.66 USD

Verifiable @ <https://magiceden.us/u/russellrope?activeTab=%22activities%22> (select filter “list”)

EXHIBIT D

\$CSVG White Paper

Dated: Last Updated May 31, 2025
Published Prior to Lockout

White Paper



Classy Savage \$CSVG

Empowering Wealth Creation @ <https://classysavageart.com/coin> | May 14, 2025



Crypto | Technology | Art | Community

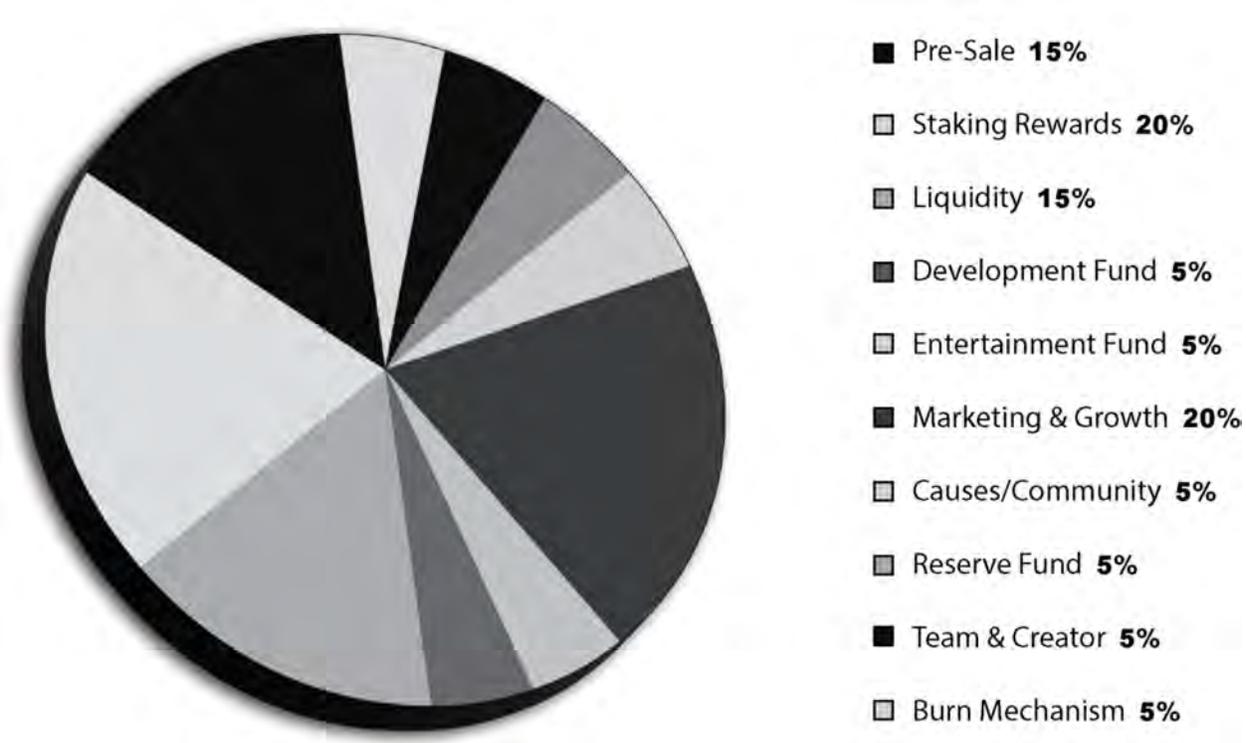
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1) Executive Summary

Classy Savage Coin (CSVG) is a deflationary utility token on Solana, expanding to multi-chain, powering a lifestyle brand ecosystem that blends technology, arts, media, & community. Targeting retail investors, NFT collectors, & luxury/urban culture enthusiasts, CSVG drives 100x growth (\$500M to \$50B market cap) through robust tokenomics, no loss NFT rewards gaming (poker, slots, blackjack), private tri-annual token holder events in Los Angeles (130-150 attendees), regularly scheduled & themed nightclub events, & more community initiatives. With a mission to “empower wealth creation,” CSVG ensures open-source transparency, non-binding DAO voting (Creator's final say), & post-100x projects like films, fashion, & charity via radako.org.

“CSVG: Where token utility meets luxury brand power.”



2) Introduction

2.1 Background

In 2025's volatile meme coin market, Classy Savage Coin (CSVG), created by Hollywood-established entrepreneur Russell Rope, redefines the space as a "designer-label" cryptocurrency. Built on Solana for speed & scalability, with multi-chain expansion, CSVG merges sleek luxury & urban grit to unite a diverse community.

2.2 Problem

Many tokens suffer from lack of utility, transparency, sustainability, or accountability; thereby eroding investor trust.

2.3 Solution

CSVG delivers wealth creation through:

- ◆ **Technology:** Web3 dApps for gaming & staking.
- ◆ **Arts:** NFTs on Rarible, OpenSea, Magic Eden, tied to events & merch.
- ◆ **Media:** Creator-led campaigns on X, Instagram, Discord, Telegram, etc.
- ◆ **Community:** Airdrops, Causes @ radako.org, & non-binding DAO voting.

2.4 Branding

CSVG's timeless aesthetic—sleek yet bold, luxurious to urban & artsy (black, white, grey, gold, vibrant accents)—reflects Classy Savage Art's ethos:

CLASSY SAVAGE

*"Timeless by design. Savage by nature.
Built to disrupt. Made to mint a legacy."*



3) Tokenomics

3.1 Total Supply

999,999,999 CSVG (Solana to multi-chain via wormhole bridges).

3.2 Allocation

Category	Tokens	%	Key Details
Pre-Sale	149,999,999	15%	\$.1-\$.5, ~\$45M raise, \$500M market cap, 12-mo. Vesting(3-mo. cliff)
Staking Rewards	199,999,999	20%	3-year distribution, 50% initial APY tapering to 10%.
Liquidity	149,999,999	15%	80% locked 18 months for DEXs (Uniswap, PancakeSwap) & CEXs.
Development Fund	49,999,999	5%	Gaming (poker, slots, blackjack, early 2026), licensing TBD, staking.
Entertainment Fund	49,999,999	5%	Tri-annual LA events, \$15M Hollywood Hills estate, hotel, staking.
Marketing & Growth	199,999,999	20%	X, Instagram, Discord, Telegram, etc., Creator-led influencers.
Causes/Community	49,999,999	5%	Airdrops, radako.org charity, non-binding DAO voting.
Reserve Fund	49,999,999	5%	Locked for CEX listings (e.g., Gate.io Q4 2025, Binance Q2 2026).
Team & Creator	49,999,999	5%	24-month vesting, Creator-led.
Burn Mechanism	49,999,999	5%	Quarterly (10M/q) + 1% transaction burn (~10% annual reduction)

3.3 Liquidation

During pre-sale only as necessary ≤0.5M for hotel (0.167M/month). Estate/events (34.5M) & games (40M) liquidated post-pre-sale via OTC deals (3.33M-11.5M/month).

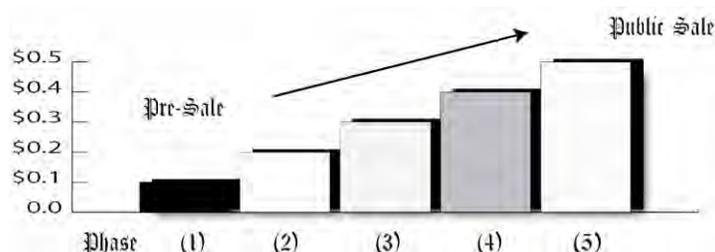
3.4 Compliance

The pre-sale will comply with all applicable KYC/AML requirements (TBD, Q2 2025) & restrict participation in jurisdictions prohibiting cryptocurrency activities. Appropriate gaming licenses will be pursued to ensure regulatory compliance. Legal counsel will be engaged in Q3 2025 to support ongoing compliance & risk management.

3.5 Transparency

Smart contracts & dApps open-sourced on GitHub, audited by Certik (target: Q3 2025). Public Solana wallet links shared via Etherscan/Blockscout with social updates.

“Deflationary design, transparent execution.”



4) Project Features

4.1 Gaming

- ◆ **Overview:** Development of poker (including potential in-person tournaments), slots, & blackjack dApps leveraging optimized recycled code to reduce costs (estimated \$9M–\$15M, with an early beta planned for 2026).
- ◆ **Features:** Play credits tied to token holdings to initiate games. NFTs are staked & awarded as prizes. Exclusive benefits unlocked by burning tokens. Provably fair gameplay ensured via Chainlink VRF, targeted for Q4 2025.
- ◆ **Compliance:** Curacao licensing is planned (budgeted \$200K, targeted Q3 2025), with legal support to navigate KYC/AML & global regulatory requirements.
- ◆ **Impact:** Drives 5–10% annual token dem& through utility & token burns.

4.2 Tri-Annual LA Events

- ◆ **Overview:** 3 events/year (130-150 attendees) at a \$15M Hollywood Hills estate, featuring music, NFT launches, & networking.
- ◆ **Access:** Tiered priority by token/NFT holdings (e.g., 100K CSVG for entry, 500K for VIP, 1M for elite perks like estate stays if Creator acquires another home). RSVP time limits (2 weeks for top tiers, then lower tiers).
- ◆ **Inclusivity:** Variable plans (e.g., airdrops) ensure holders meeting thresholds participate.
- ◆ **Impact:** Boosts engagement & NFT demand by 10-20%.

4.3 NFTs

- ◆ **Overview:** A total of 9,999 NFTs will be released: 999 legendary artworks, plus 9,000 utility NFTs designed for access & rewards. Available on Rarible, OpenSea, & Magic Eden.
- ◆ **Utility:** Utility NFTs unlock event entry, merch discounts, token-gated perks, & upgrade options through burns. Select NFTs may also be used in battles, staking, & future dApps.
- ◆ **Impact:** Boosts CSVG value, blends art with function, & fuels engagement across the ecosystem.

4.4 Community & DAO

- ◆ **Overview:** 5% Causes/Community funds airdrops, charity via radako.org (humanitarian/environmental, ~\$2M-\$3M), & non-binding DAO voting.
- ◆ **DAO Process:** Proposals submitted on snapshot.org, voted by holders with 100K CSVG or NFT TBD. Results reviewed by Creator, who retains final say.
- ◆ **Airdrops:** Quarterly, 500 CSVG (~\$150-\$250) to 10K X/Discord members (5M tokens over 2 years, ~\$1.5M-\$2.5M), tied to milestones (e.g., pre-sale, events).
- ◆ **Charity:** ~\$2M-\$3M via radako.org for humanitarian (e.g., disaster relief) & environmental (e.g., reforestation) causes, announced via X.
- ◆ **Impact:** Drives 10-20% price spikes via engagement.

4.5 Marketing

- ◆ **Overview:** 20% (~\$60M-\$100M) for Creator-led campaigns on X, Instagram, Discord, Telegram, TikTok, with influencers (TBD).
- ◆ **Strategy:** Memes, NFT drops, event livestreams, CEX listings (Gate.io Q4 2025, Binance Q2 2026).
- ◆ **Impact:** Fuels 50-100x growth.

“Community-driven, Creator-led, globally amplified.”



5) Roadmap

Q2 2025 (May-Jun)	Pre-sale launch (\$0.10-\$0.50, ~\$45M), White Paper release, coin page update, airdrop #1 (500 CSVG to 10K users), KYC/AML setup.
Q3 2025 (Jul-Sep)	Hotel (\$54K), Certik audit, marketing, legal for Curacao licensing, DAO setup.
Q4 2025 (Oct-Dec)	\$15M estate acquisition, first LA event, airdrop #2, Gate.io listing, game dev starts.
Q1 2026 (Jan-Mar)	Gaming (poker, slots, blackjack), second LA event, airdrop #3, NFT drop (9K), radako.org charity (\$1M).
Q2 2026 (Apr-Jun)	Gaming beta, third LA event, airdrop #4, Binance listing, burns (20M tokens).
Q3 2026 (Jul-Sep)	Full gaming platform, ongoing events, post-100x planning (film, fashion, jobs).

“From pre-sale to 100x, CSVG builds step by savage step.”

6) Development Environment

The \$CSVG ecosystem is developed using a modern, cross-platform Web3 stack built on a Linux-based environment. Smart contracts are written in Rust using the Anchor framework & deployed via Solana CLI & SPL Token libraries. The frontend stack includes React for web interfaces & React Native for mobile applications, ensuring full support across Android & iOS platforms. Supporting tools including Node.js, npm, Yarn, Git, & Visual Studio Code streamline development & version control. Mobile development environments are fully equipped with Android Studio & iOS-ready configurations, enabling seamless deployment across devices and ecosystems.

*"Innovation moves fast — we build faster.
Our stack is designed not just for performance, but for permanence."*

7) Security Model

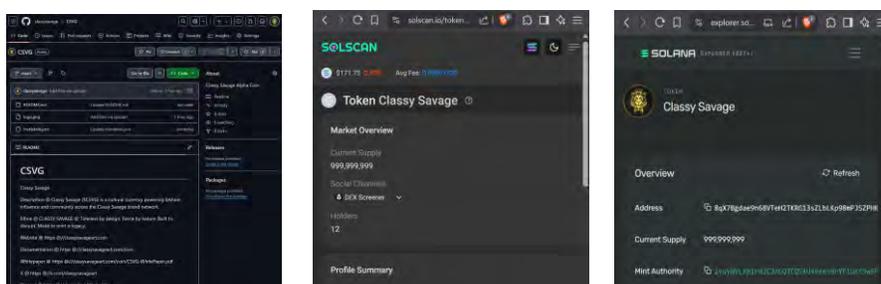
Built with a strong focus on robust security infrastructure, the \$CSVG protocol is fortified with both operational safeguards and cryptographic defenses. All wallet keypairs & signing credentials are generated offline using a physically isolated hardware device. The recovery phrase is handled with a high-security method: only 23 of the 24 standard words are physically recorded in obfuscated form, while the final word & an optional 25th-word BIP39 passphrase are committed to memory. This ensures that even if a backup is discovered, unauthorized access remains cryptographically infeasible. Smart contracts are developed using trusted frameworks, rigorously tested in isolated environments, & deployed only after extensive validation on Solana's Devnet. Post-launch, the protocol will undergo regular audits & operate a community-driven bug bounty program to ensure continued transparency and resilience.

*"When others hope for safety, we engineer certainty.
The vault is sealed — only a human memory holds the master key."*

8) Transparency & Governance

- ◆ **Wallets:** Public Solana wallets for funds, shared on Etherscan/Blockscout.
- ◆ **Open-Source:** Smart contracts/dApps on GitHub, audited by Certik (Q3 2025).
- ◆ **Governance:** Non-binding DAO via snapshot.org, with Creator retaining final say for vision alignment.
- ◆ **Updates:** Monthly X threads/videos (@ClassySavageArt), livestreamed events, anonymized receipts.

"Transparency is our foundation; trust is our currency."



<https://explorer.solana.com/address/8qX7Bqdae9n68VTeH2TKRG13sZLbLKp98mPJSZPHK9YS>

<https://solscan.io/token/8qX7Bqdae9n68VTeH2TKRG13sZLbLKp98mPJSZPHK9YS>

<https://github.com/classysavage/csvg>

9) Risk Factors

- ◆ **Market:** High pre-sale price (\$0.40) may slow adoption. Mitigated by 20% marketing, airdrops.
- ◆ **Liquidation:** Post-pre-sale sales may cause 5-15% dips. Mitigated by OTC deals, 15% liquidity.
- ◆ **Optics:** 10% Creator/Causes allocation (~\$30M-\$50M) addressed with transparency & value (events, charity); **Regulatory:** Gaming licensing & taxes require legal support (Q3 2025). KYC/AML for pre-sale/gaming ensures compliance.
- ◆ **Execution:** Creator workload mitigated by contractors (~\$1M from pre-sale).

"Risks acknowledged, rewards pursued."

10) Team & Advisors

- ★ **Creator:** Russell Rope, native Hollywood true original genius entrepreneur, digital artist, & visionary, directly overseeing everything.
- ★ **Team:** Contracting developers (games, Q4 2025), productions crew, influencers, & legal support (Q3 2025). Community input via X/Discord.
- ★ **Advisors:** Legal support for licensing/compliance, etc. (TBD Q3 2025). Future advisors (Web3, marketing) post-pre-sale.
- ★ **Partners:** TBD (NFT artists, gaming platforms, entertainment venues).

“One Creator, one vision, endless possibilities.”



Influencer Token Policy

To align promotional partners with long-term growth, influencers & brand ambassadors will be subject to structured token release agreements including time-based vesting, performance-based milestones, clawback clauses in case of breach of contract, & tiered access to perks conditioned on holding.

11) Vision

11.1 Creator Statement

This white paper unveils a meticulously crafted plan designed for 100x-potential token ecosystem, featuring smart contracts, staking, dApps, deflationary mechanics, & robust utility. Drawing on decades of expertise in technology & business, with recent focus on blockchain, it reflects rigorous research & analysis for precision & resilience. Designed to endure, \$CSVG incorporates anti-volatility measures, fair vesting, transaction-based burns, & a scarcity model to reward long-term supporters. My commitment is unwavering—there is no exit strategy. This token anchors a broader blockchain ecosystem, with interconnected projects & community-driven experiences in development. This white paper is a transparent commitment to building something bold & impactful. If you're ready to join something real, innovative, & built to last—welcome to the revolution. Together, we'll shape a future of enduring success.

11.2 Future Goals

Post-100x (\$50B), non-binding community votes guide:

- ◆ Feature Film: Produce a Hollywood-caliber film to elevate cultural presence.
- ◆ High Fashion: Launch a luxury streetwear line with flagship retail locations.
- ◆ Coffee Table Books: Curate premium NFT collections as collectible publications.
- ◆ NFTs: Collectible & meme campaigns to drive engagement & virality.
- ◆ Network Expansion: Scale global impact; causes @ Radako & reach @ TTOGR
- ◆ Job Creation: Employment to support ecosystem & community growth.
- ◆ Global Events: CSVG events in major cities to unite the community worldwide.
- ◆ Delegation of responsibility through strategic roles, ensuring an enduring legacy.

"From 100x to infinity: films, fashion, & impact."



12) Metrics for Success

Q4 2025	50K Holders	\$1B Market Cap	10K X Followers	Gate.io
Q2 2026	100K Holders	\$5B Market Cap	50K X Followers	Binance
Q4 2026	200K Holders	\$20-50BB Market Cap	100K X Followers	100x Projects

“Growth measured, success delivered.”

13) Intellectual Property

13.1 Brand & Logo Use: The primary Classy Savage logo is protected intellectual property owned by the creator & may not be used without explicit permission. A secondary “community” logo is provided strictly for non-commercial use, such as memes, social media, & fan content. Use of the community logo for commercial purposes, including product sales or monetized projects, is prohibited. The creator retains full rights to both logos & may use them on the token & related materials.

Classy Savage Logo



\$CSVG Logo



13.2 Disclaimer: This token is a creator-issued cryptocurrency intended solely for entertainment & speculative purposes. It is not an asset of the Classy Savage brand. Holding it does not grant any ownership, rights, or claims to the brand, its assets, or its intellectual property. This is not financial advice. Always do your own research.

14) Quick Recap

- ◆ **Tokenomics:** 999,999,999 CSVG, 15% pre-sale (\$0.10-\$0.40), 5% burn + 1% transaction burn, 20% marketing.
- ◆ **Features:** Gaming (poker, slots, blackjack, early 2026), tri-annual LA events (130-150 attendees), 5K NFTs, radako.org charity.
- ◆ **Roadmap:** Pre-sale Q2 2025, estate Q4 2025, gaming Q2 2026, 100x by Q4 2026.
- ◆ **Transparency:** Open-source, audited (Certik Q3 2025), monthly X updates.
- ◆ **Vision:** 100x (\$50B) & beyond with films, fashion, jobs.
- ◆ **Burns:** 10% annual supply reduction fuels scarcity.
- ◆ **Utility:** Gaming, events, NFTs drive demand.
- ◆ **Marketing:** 20% (\$60M-\$100M) ensures global reach.
- ◆ **Community:** Airdrops, DAO, charity build loyalty.

"CSVG: 100x through utility, community, & savage ambition."

15) Conclusion

CSVG redefines meme coins with deflationary tokenomics, gaming, exclusive LA events, & a vibrant community, targeting 100x (\$50B) & beyond. Join the pre-sale at <https://classysavageart.com/coin>, follow @ClassySavageArt on X, Instagram, Discord, Telegram, & shape CSC's future. *Not financial advice; DYOR.*

16) Appendices

16.1 Glossary:

Crypto & NFT Words, Terms, & Definitions @ <https://classysavageart.com/glossary>

16.2 Links:

Classy Savage

- ✎ <https://classysavageart.com>
- ✎ <https://opensea.io/collection/classy-savage-nft>
- ✎ <https://opensea.io/collection/classysavage>
- ✎ <https://opensea.io/collection/classysavageart>
- ✎ <https://rarible.com/classysavage>
- ✎ <https://rarible.com/classy-savage-nft>
- ✎ <https://magiceden.us/classysavageart>
- ✎ <https://magiceden.us/classy-savage-nft>
- ✎ <https://instagram.com/classysavage.art>
- ✎ <https://threads.net/@classysavage.art>
- ✎ <https://linkedin.com/company/classysavage>
- ✎ <https://tiktok.com/@classysavageart>
- ✎ <https://pinterest.com/classysavageart>
- ✎ <https://discord.gg/WydeytXnea>
- ✎ <https://t.me/classysavageart>
- ✎ <https://x.com/classysavageart>
- ✎ <https://classysavageart.com>

Russell Rope Productions

- ✎ <https://russellrope.com>
 - <https://russellrope.com/original-genius-og>
 - <https://russellrope.com/real-legaltrilog-revolution>
- ✎ <https://opensea.io/russellrope>
- ✎ <https://thetrueogreport.com>
- ✎ <https://weedconnection.com>
- ✎ <https://radako.org>

17) Connect

→ <https://classysavageart.com/connect>

EXHIBIT E

Verification Evidence
Screenshots of Phone & Email Verifications;
Photo of REAL ID Provided

Dated: 2025

EXHIBIT F

Cease, Desist, & Demand Letter
True & Correct Copy

Dated: 5/14/2025

Russell Rope

Los Angeles, CA

Email: justice@russellrope.com

CB Acct:

+1 (310) 663-7655

Date: 05/14/2025

To:

Legal Department
Coinbase, Inc.
c/o Registered Agent – CSC
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Brian Armstrong
Coinbase, Inc.
Los Angeles, CA

legal@coinbase.com, compliance@coinbase.com, support@coinbase.com,
help@coinbase.com, executiveoffice@coinbase.com, admin@coinbase.com

Subject: Immediate Demand for Restoration of Wallet Access, Recovery of Assets, and Notice of Potential Legal Action

To Whom It May Concern:

This letter serves as a **formal cease and desist and demand for immediate action** regarding Coinbase's wrongful and unlawful obstruction of access to my account; specifically my Web3 wallet, now also the app, and associated assets, which has materially interfered with my ability to manage, market, and distribute digital property including NFTs and token-based assets. Despite multiple good-faith attempts to resolve this issue, your continued demands for **biometric facial verification**, which I never enabled, consented to, or agreed to be bound by, constitute coercive overreach and a **constructive denial of service**.

I have already provided Coinbase with more than sufficient multi-factor verification, including government-issued ID (front and back), registered phone number, and verified email — well beyond industry standards. Your refusal to accept these forms of verification and insistence on intrusive biometric measures—absent any prior agreement—violates my privacy rights and imposes terms I neither reviewed nor accepted, rendering them **unenforceable and unconscionable** under California and federal law.

Your app notice warning that accounts will be "burned" unless biometric verification is completed by a specified deadline amounts to **constructive extortion**, particularly given your custodianship over assets critical to my business operations. This tactic, paired with suspicious delays and disingenuous chat interactions (including those using offensive pseudonyms), evidences a pattern of **bad-faith behavior, harassment, misdirection, and probable concealment**. Taken together with stalking, phishing, and coordinated digital disruptions I've experienced, these behaviors form a pattern indicative of **conspiracy and potential racketeering (RICO) violations**.

Demand for Immediate Remedy

Upon restoration of access, I intend to **transfer and recover all of my assets currently held by Coinbase**, including digital tokens, NFTs, and any associated Web3 integrations. I do not waive my rights nor recognize the enforceability of any terms that were **unilaterally imposed post-facto or without my informed consent**. Your ongoing refusal to accommodate alternative verification—despite possessing sufficient multi-factor documentation—raises serious legal concerns, including **constructive conversion, bad faith, and tortious interference** with existing and planned commercial relationships.

That said, I remain open to resolving this matter **amicably and professionally**, including but not limited to discussion of a business arrangement involving **PR, strategic marketing, or staking support for digital assets under my management**. However, absent a prompt restoration of access and a good-faith offer to remedy these violations, I will have no alternative but to pursue **civil litigation and all available legal remedies**, potentially including but not limited to claims for:

- **Unlawful Detainment and Denial of Property**
 - *California Civil Code § 3422* (wrongful withholding of property)
 - *Conversion* under *California common law* (see *Fremont Indem. Co. v. Fremont General Corp.*, 148 Cal.App.4th 97, 119 (2007))

- **Violation of Consumer Protection Laws**
 - *California Business and Professions Code § 17200 et seq.* (Unfair Competition Law)
 - *California Civil Code § 1770* (Consumer Legal Remedies Act – misrepresentations, coercive conduct)

- **Constructive Fraud and Intentional Misrepresentation**
 - *California Civil Code § 1573* (constructive fraud: breach of duty without intent to deceive)
 - *California Civil Code § 1710* (intentional deceit or misrepresentation)

- **Economic Interference and Reputational Harm**
 - *Intentional Interference with Prospective Economic Advantage* (see *Blank v. Kirwan*, 39 Cal.3d 311 (1985))
 - *Negligent Interference with Prospective Economic Advantage*
 - *Defamation and False Light* (under *California common law*, for chat misrepresentation and reputational injury)

- **Bad-Faith Business Conduct and Breach of Fiduciary Duty (as Custodian)**
 - *Restatement (Second) of Torts § 874* – violation of fiduciary obligations
 - *California Corporations Code § 25401* (material omissions in digital asset agreements)
 - *California Financial Code § 2102* (duties of licensed money transmitters)

- **Harassment**
 - *California Civil Code § 527.6* (harassment, credible threat pattern causing substantial distress)

- **Misappropriation of Likeness and Coercion into Biometric Submission**
 - *California Civil Code § 3344* (unauthorized use of likeness or image)
 - *Article I, Section 1 of the California Constitution* (right to privacy)

- *Illinois BIPA* equivalent logic, though not binding in CA, still persuasive (*Rosenbach v. Six Flags Ent. Corp.*, 2019 IL 123186)
- **Civil Conspiracy**
 - *California common law civil conspiracy doctrine* (see *Wyatt v. Union Mortgage Co.*, 24 Cal.3d 773 (1979))
 - Requires agreement to commit a wrongful act and resulting harm
- **Racketeer Influenced and Corrupt Organizations Act (RICO) Violations**
 - *18 U.S.C. § 1961–1968* (predicate acts: obstruction, wire fraud, theft, harassment, conspiracy)
 - May include pattern of activity affecting interstate commerce (*H.J. Inc. v. Northwestern Bell Tel. Co.*, 492 U.S. 229 (1989))

Final Notice and Timeframe

You are hereby provided through Monday 05/19/2025 from receipt of this letter to:

1. Restore full access to my account, web3 wallet, and associated services
2. Provide a way to recover all assets without further coercive or invasive verification
3. Respond with either a resolution plan or contact for settlement discussion

Failure to comply within this timeframe will result in immediate escalation, including legal filings, media exposure, regulatory complaints, and asset claims through all available means under the law. I reserve the right to seek **injunctive relief, compensatory and punitive damages**, and to petition for law enforcement involvement.

This letter is written **without prejudice** to any future claims or actions and shall not be construed as a waiver of any rights or remedies available to me under law.

Sincerely,

Russell Rope

@ <https://russellrope.com>

@ <https://opensea.io/russellrope>

@ <https://rarible.com/russellrope>

@ <https://magiceden.com/russellrope>

@ <https://classysavageart.com>

EXHIBIT G

Screenshot of etherscan.io
ETH Blockchain Price Doubling

Dated: 8/27/2025



EXHIBIT H

**App UI Comparison
Side By Side Screenshots**

Dated: 8/27/2025

← 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](#).

5:07 5G+

C X

Create your account

Access all that Coinbase has to offer with a single account.

Email

Your email address

Continue

By creating an account you certify that you are over the age of 18 and agree to the [Privacy Policy](#) and [Financial Privacy Notice](#).

We use strictly necessary cookies to enable essential functions, such as security and authentication. For more information, see our [Cookie Policy](#).

Privacy - Terms

EXHIBIT I

Domain Name Records

Dated: 8/26/2025

Registry Expiration: 2026-02-19 17:24:10 UTC

Updated: 2025-02-20 16:45:36 UTC

Created: 2016-02-19 17:24:10 UTC

Contact Information

Registrant:

Handle: classysavagecom-reg

Name: Registration Private

Organization: Domains By Proxy, LLC

Phone: tel:+1.4806242599

Kind: organization

Mailing Address: DomainsByProxy.com 100 S. Mill Ave, Suite 1600, Tempe, Arizona, 85281

ISO-3166 Code: US

Contact Uri: <https://www.godaddy.com/whois/results.aspx?domain=classysavage.com&action=contactDomainOwner> (<https://www.godaddy.com/whois/results.aspx?domain=classysavage.com&action=contactDomainOwner>)

Technical:

Handle: classysavagecom-tech

Name: Registration Private

Organization: Domains By Proxy, LLC

Phone: tel:+1.4806242599

Kind: organization

Mailing Address: DomainsByProxy.com 100 S. Mill Ave, Suite 1600, Tempe, Arizona, 85281

ISO-3166 Code: US

Contact Uri: <https://www.godaddy.com/whois/results.aspx?domain=classysavage.com&action=contactDomainOwner> (<https://www.godaddy.com/whois/results.aspx?domain=classysavage.com&action=contactDomainOwner>)

A note about our privacy policies and terms of service.

We have updated our privacy policies and certain website terms of service to provide greater transparency, promote simplification, and align with recent changes in privacy laws applicable to us. [Learn more \(https://www.icann.org/privacy\)](https://www.icann.org/privacy).

This site uses cookies to deliver an efficient user experience and to help us see how the site is used. [Learn more \(https://www.icann.org/privacy/cookies\)](https://www.icann.org/privacy/cookies)

Registrar Information

Name: GoDaddy.com, LLC

IANA ID: 146

Abuse contact email: abuse@godaddy.com

Abuse contact phone: tel:480-624-2505

DNSSEC Information

Delegation Signed: Unsigned

Authoritative Servers

Registry Server URL: <https://rdap.verisign.com/com/v1/domain/classysavage.com> (<https://rdap.verisign.com/com/v1/domain/classysavage.com>)

Last updated from Registry RDAP DB: 2025-08-24T00:33:29Z

Registrar Server URL: <https://rdap.godaddy.com/v1/domain/CLASSYSAVAGE.COM> (<https://rdap.godaddy.com/v1/domain/CLASSYSAVAGE.COM>)

Last updated from Registrar RDAP DB: 2025-08-24T00:33:29Z

Notices and Remarks

Notices:

Status Codes

For more information on domain status codes, please visit <https://icann.org/epp>
<https://icann.org/epp> (<https://icann.org/epp>).

RDDS Inaccuracy Complaint Form

URL of the ICANN RDDS Inaccuracy Complaint Form: <https://icann.org/wicf>

~~A note about our privacy policies and terms of service:~~

Terms of Use We updated our privacy policies and certain website terms of service to provide greater transparency, promote simplification, and align with recent changes in privacy laws applicable to us. [Learn more \(https://www.icann.org/privacy\)](https://www.icann.org/privacy).

This site uses cookies to deliver an efficient user experience and to help us see how the site is used. [Learn more \(https://www.icann.org/privacy/cookies\)](https://www.icann.org/privacy/cookies)

Exhibit J

By submitting an inquiry, you agree to these Universal Terms of Service and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes, or use this data in any way that violates applicable laws and regulations.

<https://www.godaddy.com/agreements/showdoc?pageid=5403> (<https://www.godaddy.com/agreements/showdoc?pageid=5403>)



Youtube (<https://www.youtube.com/icannnews>)



Twitter (<https://www.twitter.com/icann>)



Linkedin (<https://www.linkedin.com/company/icann>)



Flickr (<https://www.flickr.com/photos/icann>)



Facebook (<https://www.facebook.com/icannorg>)



Newletters (<https://www.icann.org/resources/pages/global-newsletter-2018>)



Community Wiki (<https://community.icann.org/>)



ICANN Blog (<https://www.icann.org/news/blog>)

WHO WE ARE CONTACT US ACCOUNTABILITY AND TRANSPARENCY GOVERNANCE HELP DATA PROTECTION

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[Cookies Policy](https://www.icann.org/privacy/cookies) (<https://www.icann.org/privacy/cookies>)

A note about our privacy policies and terms of service:

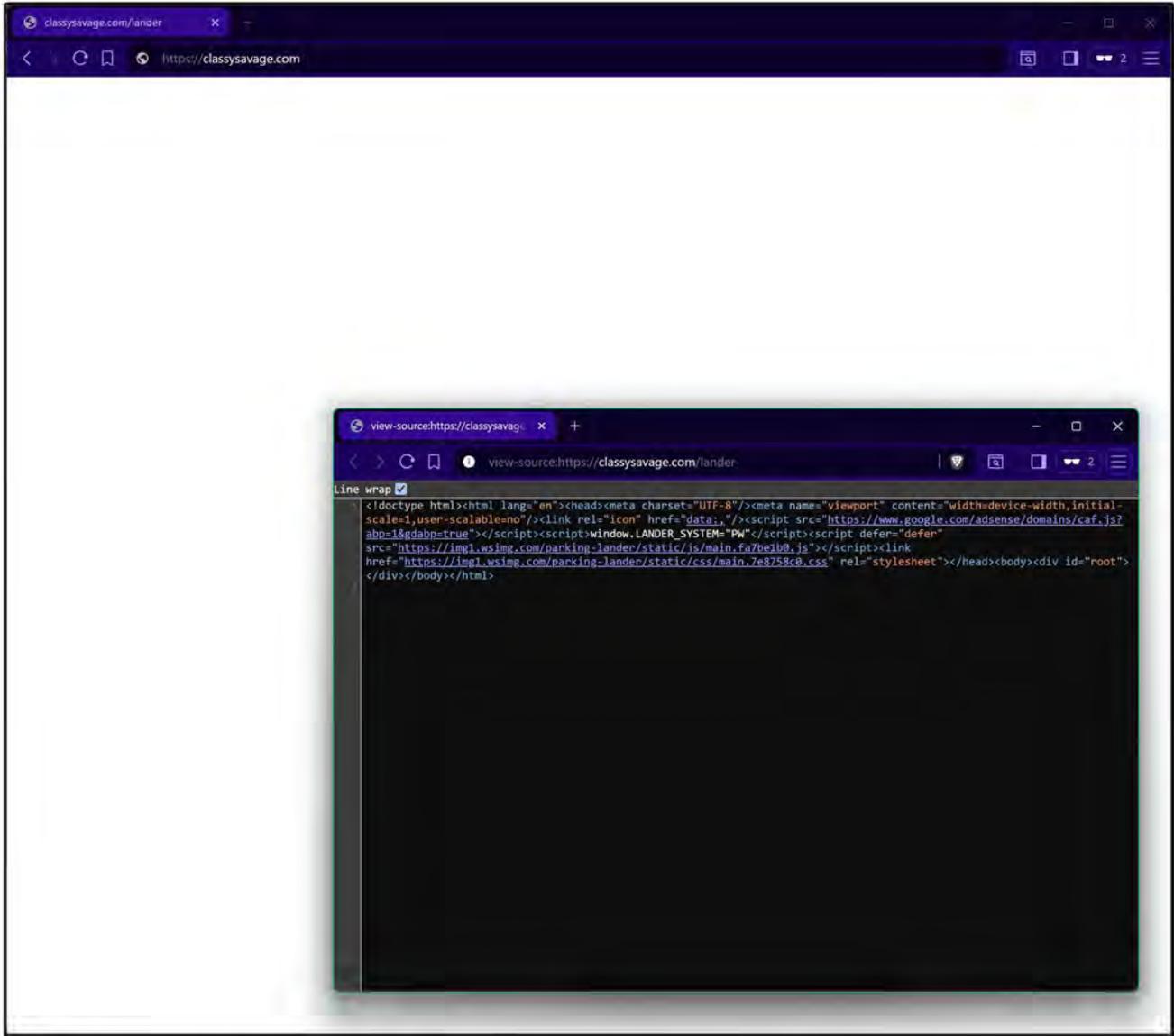
We have updated our privacy policies and certain website terms of service to provide greater transparency, promote simplification, and align with recent changes in privacy laws applicable to us. [Learn more \(https://www.icann.org/privacy\)](https://www.icann.org/privacy).

This site uses cookies to deliver an efficient user experience and to help us see how the site is used. [Learn more \(https://www.icann.org/privacy/cookies\)](https://www.icann.org/privacy/cookies)

EXHIBIT J

Domain Name Camping

Dated: 8/26/2025



Screenshot of blank landing page & source code @ classysavage.com
aka domain name camping

EXHIBIT K

Business Conglomerate Evidence

Dated: 8/26/2025



RRP OG LLC

aka RR Productions (est. 1995)
Umbrella/Parent & Services
Media, Marketing, Design, & Development
@ <https://russellrope.com>

Weed Connection, Inc. (est. 1997)

Media, Marketing, & Merchandise
w/ Detailed Franchised Development Plans
Published Daily; REAL News Weekly
@ <https://weedconnection.com>

Rise .com (New RICO complaint pending)

Mainstream Media (est. 2013)
Domain Name in [Obstructed] Dispute
Same Racketeers Suspected of Stealing ClassySavage.com & NFTs
@ <https://russellrope.com/blog>

Classy Savage (sole proprietor)

Common law trademark; DBA planned under RRP OG LLC
NFTs, Cryptocurrency, & Fashion (est. 2019; conceived 2007)
@ <https://classysavageart.com>

The True OG Report

Show & Digital Publication (est. 2018)
Production Criminally Disrupted; Designed for TV & Radio
Same Racketeers Suspected of Stealing ClassySavage.com & NFTs
@ <https://thetrueogreport.com>

RADAKO, Nonprofit Corporation (est. 2023; conceived 2007)

Same Racketeer Suspected of Terminating Instagram Page
(for not complying w/ the same biometric face scan)
@ <https://radako.org>

50k Unique Visitors 8/2025

No Conversions (sales or inquiries) = Requires Investigation
Social Media Accounts Terminated w/ 100k+ Followers
Other Social Media Reach Sabotage

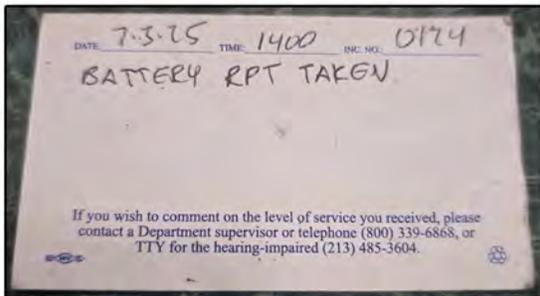
one man

every minute used most efficiently
they already cut production time by attack homes and cars
they know legal slows me down and they copy
it's all connected

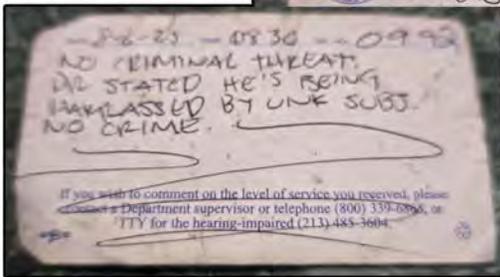
EXHIBIT L

Police Reports (Business Cards)

Dated: 8/26/2025

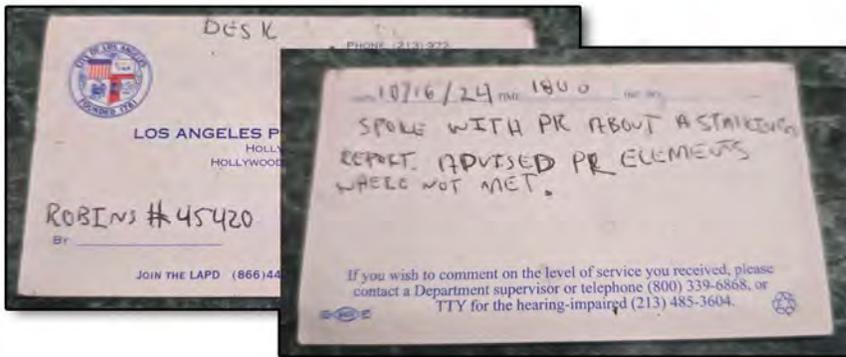


THEY TRIED TO CAUSE FIGHT w/WEAK BUM ON FILM UPON RETURN TO HOLLYWOOD FROM COURT



THEY THREATENED MURDER BY FIREARM; PREV REPORT FOR THREATENING CASTRATION & BRANDISHING HUNTING KNIFE

ALL OF THIS IS CONNECTED MUCH MORE AVAILABLE PER REQUEST & IN OTHER RECORDS



ALL ELEMENTS PRESENT & ALLEGED EVIDENCE OFFERED OR PROVIDED OBSTRUCTION OF JUSTICE!

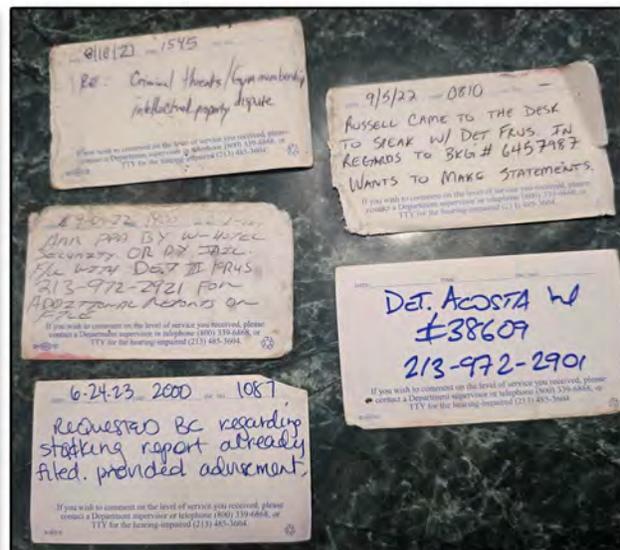


EXHIBIT M

FBI Reports

Dated: 8/26/2025

5/1/25, 4:21 PM Complaint Submitted - Internet Crime Complaint Center (IC3)



Your IC3 Complaint

Submission ID: 89dca6760c1b490f9fbfe92d8b9db549

Date Filed: 5/1/2025 7:21:43 PM EST

Were you the one affected in this incident? Yes

Your Contact Information

Name: Russell Rope

Phone Number: 3106637655

Email Address: justice@russellrope.com

5/1/25, 4:25 PM Contact FBI Cyber - Internet Crime Complaint Center (IC3)



FBI Cyber Contact Request Form

Submission Time: 5/1/2025 7:25 PM EDT



Your IC3 Complaint

Submission ID: bc9be84be7ca472fac213e14b00b0e1f

Date Filed: 8/4/2025 11:25:01 PM EST

Were you the one affected in this incident? Yes

Your Contact Information

Name: Russell Rope

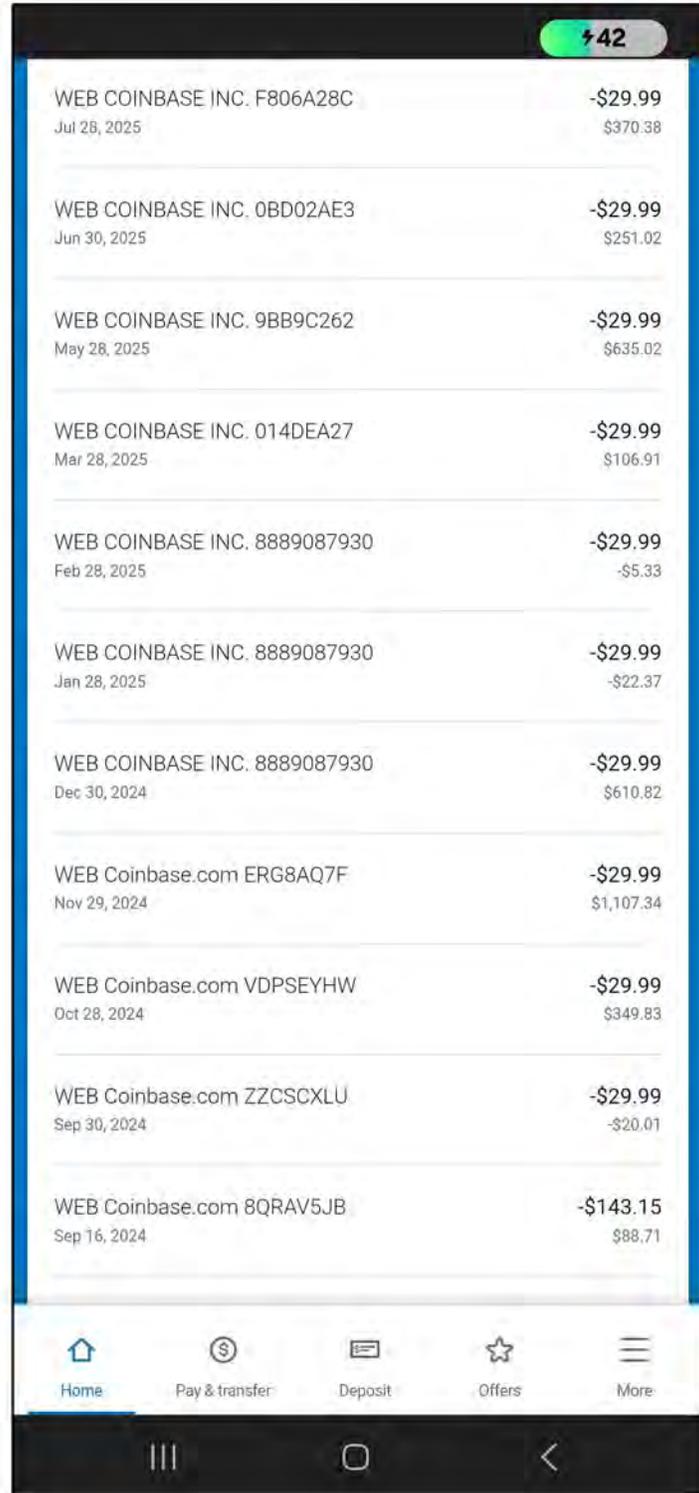
Phone Number: 3106637655

Email Address: justice@russellrope.com

EXHIBIT N

Bank Statements

Dated: 8/26/2025



Screenshot of Bank's Mobile App: Checking Account Filtered to Coinbase Proves Account was Canceled Prior to Complete Lockout, then Fraudulently Resumed There is Absolutely No Other Explanation; Banks Determined Fraud

EXHIBIT O

Screenshot of IMDbPro Profile

Dated: 8/26/2025

The screenshot shows the IMDbPro profile for Russell Rope. At the top right, a STARmeter chart displays a score of 1,209,998, which is down 531,000 from its peak. The chart shows a significant spike in 2019, followed by a decline and then a steady rise through 2024. The main profile area includes a photo of Russell Rope, his name, and his roles as Producer, Director, and Writer. Below this, there are tabs for Overview, Credits, About, Images, Videos, Box Office, Clients, and News. The 'Credits (1991-)' section lists several shows he is known for, including 'The True OG Report' (2025), 'American Ninja Warrior: Ninja vs Ninja' (2018), 'Million Dollar Mile' (2019), and 'Wild & Crazy Kids' (1991). A 'Credits overview' section provides a breakdown of his work by profession, credit type, and genre.

Professions	Credit types	Genres
<input type="checkbox"/> Actor (1)	<input checked="" type="checkbox"/> TV Series (35)	<input checked="" type="checkbox"/> Game-Show (23)
<input type="checkbox"/> Editor (1)	<input type="checkbox"/> TV Special (2)	<input checked="" type="checkbox"/> Reality-TV (11)
<input type="checkbox"/> Director (1)		<input checked="" type="checkbox"/> Comedy (10)
<input checked="" type="checkbox"/> Other (39)		<input checked="" type="checkbox"/> Other (32)

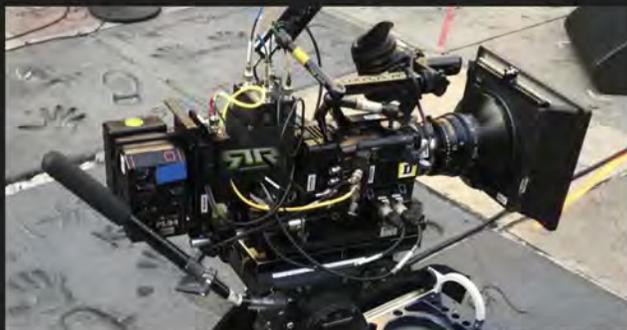
Screenshot of IMDbPro Profile
Incomplete & Inaccurate Record Due to Site Restrictions, etc.
Starmeter was Very High While Active (~70k)
@ <https://imdb.me/russellrope>

Complete List of Mainstream Network TV Shows & Agencies Who Paid for RR Image
@ <https://russellrope.com/original-genius-og>

EXHIBIT P

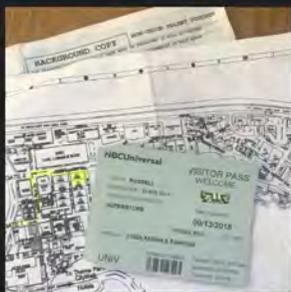
Screenshot of Resume (TV & Film Section)

Dated: 8/27/2025


[About](#)
[Productions](#)
[Business](#)
[Portfolio](#)
[Events](#)
[Connect](#)
[Shop](#)


FILM & TELEVISION

Television: America Says, American Ninja Warrior, America's Funniest Home Videos (Alfonso Ribeiro), America's Got Talent (Terry Crews, Heidi Klum, Simon Cowell, Howie Mandel), Abby's, Awake: The Million Dollar Game, Beat Shazam (Jamie Fox), Cheat Codes @ iHeart Radio, Child Support (Fred Savage), Comedy of Legends, Common Knowledge (Joey Fatone), Dr. Phil, Drop The Mic (Method Man, Hailey Baldwin, & A-List Cast), Fam, The Fix, The Four (Fergie, P. Diddy, DJ Khaled, M. Trainor), The Funny Dance Show, Funny You Should Ask (A-List Cast), The Gong Show (Mike Myers), Good Trouble, The Jim Jeffries Show, Justice For G, The Kelly Clarkson Show, Let's Make a Deal (Wayne Brady), The Masked Singer (A-List Cast), Master Chef (Gordon Ramsey), Million Dollar Mile (LeBron James), Mental Samurai (Rob Lowe), The Price is Right (Drew Carey), Prince of Peoria, Real Time With Bill Maher, Ridiculousness (Rob Dyrdek), Suits, Spin The Wheel (Dax Shepard), Superstore, The Titan Games (The Rock), TKO (Kevin Hart), Undeniable (Dan Patrick ft. Ray Lewis & Carl Lewis), The Voice (Adam Levine, etc.), The Wall (Chris Hardwick), Wild & Crazy Kids, 25 Words or Less, World's Best (International A-List)



STUDIOS & AGENCIES

10TA, A+A, CBS Studio City, CBS Television City, CC, Delfino Studios, Entertainment Studios, Hayvenhurst Studios, iHeart Radio Theater, Manhattan Beach Studios, Meruelo Studios, OCA, Paramount Studios, Saticoy Studios, SPE Studios, SRO, Sunset Bronson Studios, Sunset Gower Studios, Sunset Las Palmas Studios, Universal Studios, WB Studios

Screenshot of my website's complete list of mostly mainstream shows, agencies, & studios I have worked for or at. 99% of which underpaid for use of my image, but the experience was priceless. Coinbase alternatively provided negtive..

More resume @ <https://russellrope.com/original-genius-og>

EXHIBIT Q

Real Estate Claim
(Architectural Diagrams)

Dated: 8/27/2025



APPENDIX A
russellrope.com/tag/architecture



THE MOUNTAIN
1691 TOWER GROVE DRIVE, BEVERLY HILLS, CA 90210

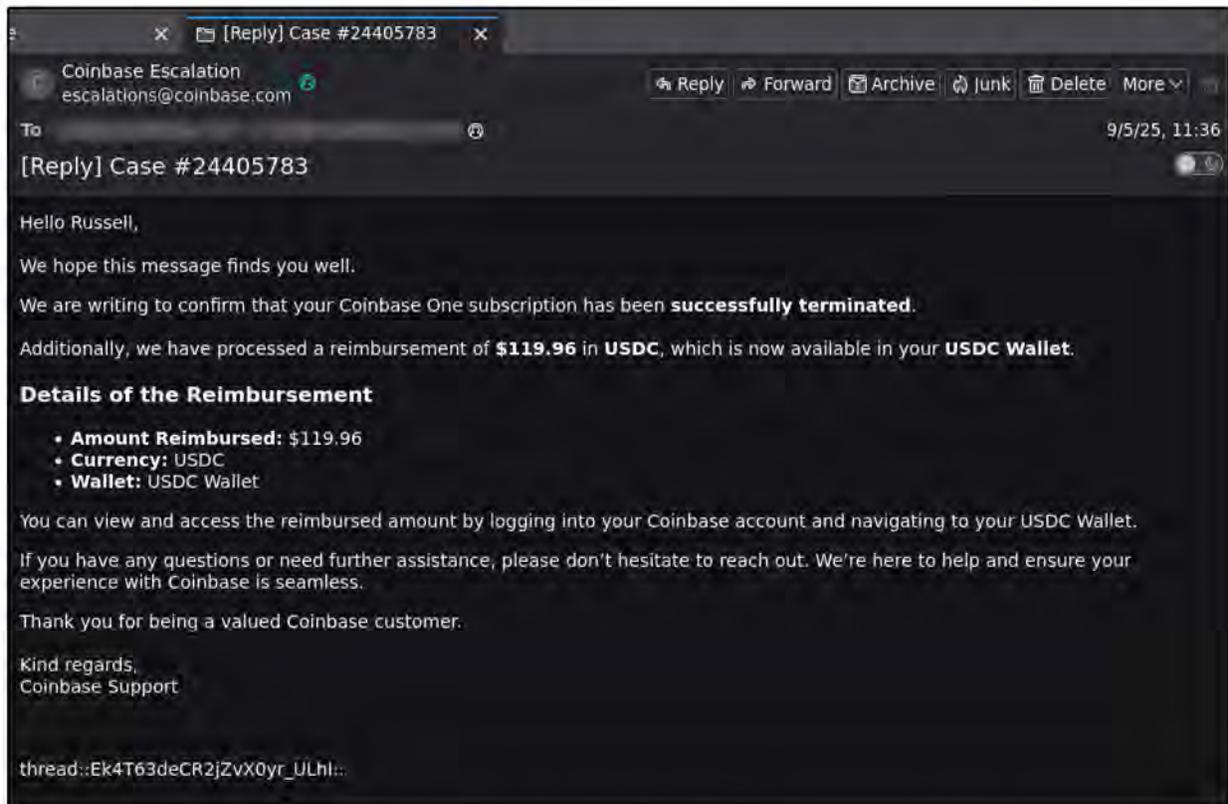
Technical Address = 1652 Tower Grove

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EXHIBIT R

Coinbase One Refund
(Wrongful Charges & Return Method)

Dated: 9/5/2025



Coinbase acknowledged and refunded fraudulent charges. The amount allegedly returned is correct, but USDC is not the correct currency or payment method, which was USD from Plaintiff's attached checking account depicted in Exhibit N; appears to be intentional.

EXHIBIT H2

Petitioner Opposition to Ex Parte Stay & Declarations + Exhibits

Dated: September 23, 2025

1 **RUSSELL ROPE**
2 ID 1607 POB 1198
3 Sacramento, CA 95812
4 310-663-7655
5 justice@russellrope.com
6 *In Pro Per*

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

10 RUSSELL ROPE,
11
12 Plaintiff,
13 v.
14 COINBASE, INC. & DOES 1-20,
15
16 Defendants.

Case No.: 25STCV16692
PLAINTIFF’S OPPOSITION TO
DEFENDANT COINBASE, INC.’S
EX PARTE APP. TO STAY
Hearing Date: 10/2/2025 **Time:** 8:30am
Location: Stanley Mosk Courthouse Dept. 28
Judge: Hon. Rupert A. Byrdsong

21 **I. INTRODUCTION**

22
23 Coinbase’s ex parte bid to freeze this case is improper and unnecessary. Its Petition to Compel
24 Arbitration and Motion to Stay is already set for November 26, 2025. Plaintiff filed and served
25 his Opposition (Sept. 23, 2025) showing why arbitration cannot be compelled (waiver,
26 unconscionability, lack of consent, non-arbitrable claims including fraud/biometric
27 coercion/public relief). Those arguments are incorporated here.

1 Ex parte relief is “extraordinary” and requires a concrete showing of imminent, irreparable harm
2 and genuine urgency. (Cal. Rules of Court, Rule 3.1202(c); see *People v. Superior Court (Lavi)*
3 (1993) 4 Cal.4th 1164, 1171.) Coinbase identifies no emergency that cannot be addressed at its
4 already-noticed hearing. Granting a stay now would prejudice arbitrability issues that are briefed
5 for Nov. 26.
6

7 8 9 **II. FACTUAL BACKGROUND**

10 Sept. 25, 2025: Plaintiff served four motions (sanctions; protective order; claim & delivery under
11 CCP § 511.010; referral to law enforcement).
12

13
14 Sept. 30, 2025: Plaintiff filed a Supplemental Declaration in support of CM-110 and served
15 discovery (RFAs, Special Interrogatories, RFPs, PMK Notice) before Coinbase provided notice
16 of its ex parte. Plaintiff also gave Defendants advance notice of motions and discovery in queue.
17

18
19 Defense counsel’s public posture of collaboration conflicts with its tactics:

20 “I remain committed to exploring paths toward resolution and a collaborative vision for
21 moving forward.” — Email from Josephine Petrick.

22 “Coinbase will move the Court ex parte for a stay of proceedings... Alternatively,
23 Coinbase will seek an order setting a revised briefing schedule for your four new
24 motions.” — Email from Celine Purcell (Sept. 30, 2025).

25 Plaintiff has repeatedly notified counsel about sustained tech interference (hacks, system
26 crashes), aggressive stalking, and a swatting incident. Rather than address those realities or file
27

1 the stipulation to coordinate at the CMC, Coinbase pivoted to ex parte to block Plaintiff's
2 already-served discovery.

3 4 5 6 **III. ARGUMENT**

7 **A. Ex parte relief is improper—no irreparable harm or urgency.**

8 Ex parte requires an affirmative factual showing of irreparable harm and why the matter cannot
9 be heard on regular notice. (CRC 3.1202(b)–(c); Lavi, 4 Cal.4th at 1171.) Coinbase faces only
10 ordinary litigation tasks pending its already-set Nov. 26 hearing—not irreparable harm. Any
11 scheduling friction is addressed at that hearing or the CMC, not by emergency stay.
12

13 14 **B. Section 1281.4 doesn't warrant a premature, blanket stay here.**

15 CCP § 1281.4 authorizes a stay “upon motion” when a petition to compel arbitration is pending,
16 but trial courts retain authority to manage proceedings—including the timing and scope of any
17 stay. See *Cronus Investments, Inc. v. Concierge Services* (2005) 35 Cal.4th 376, 394 (trial courts
18 have discretion regarding stays/proceedings in the arbitration context). Entering a broad ex parte
19 stay now would effectively decide arbitrability issues before the noticed hearing.
20

21
22 Moreover, where formation/consent/unconscionability are contested, courts allow evidentiary
23 development before compelling arbitration. See *Rosenthal v. Great Western Fin. Securities Corp.*
24 (1996) 14 Cal.4th 394, 413 (party resisting arbitration is entitled to present evidence; courts may
25 allow discovery as needed to decide enforceability). Plaintiff's targeted discovery is directly
26 relevant to arbitrability, waiver, and non-consent.
27
28

1 **C. Coinbase has waived arbitration—prejudice is not required.**

2 California recognizes waiver where a party substantially engages in litigation before invoking
3 arbitration. *St. Agnes Med. Ctr. v. PacifiCare* (2003) 31 Cal.4th 1187, 1196. And the California
4 Supreme Court has confirmed that prejudice is not required to find waiver. *Quach v. California*
5 *Commerce Club, Inc.* (2024) __ Cal.5th __ (following *Morgan v. Sundance, Inc.* under the
6 FAA). Coinbase opposed multiple TROs, delayed stipulations, and now seeks to cut off
7 discovery via ex parte—classic waiver conduct.
8

9
10
11 **D. The arbitration clause is unconscionable & non-consensual; relief is non-arbitrable.**

12 The clause is adhesive and rights-stripping. *Armendariz v. Foundation Health Psychcare* (2000)
13 24 Cal.4th 83, 114 (both procedural and substantive unconscionability); Civ. Code § 1668
14 (contracts cannot exempt a party from responsibility for its own fraud/violation of law). In
15 addition, claims seeking public injunctive relief cannot be waived into private arbitration. *McGill*
16 *v. Citibank, N.A.* (2017) 2 Cal.5th 945. Staying discovery now would prevent Plaintiff from
17 developing the very record needed to adjudicate those defenses.
18

19
20 **E. Limited discovery is proper and necessary now.**

21 Plaintiff's discovery is tailored to arbitrability, waiver, identity of wrongdoers (CCP § 474), and
22 the scope of misconduct (including biometric coercion/fraud). It falls squarely within the broad
23 scope of CCP § 2017.010. A stay would unfairly freeze the evidence Plaintiff needs protect his
24 rights and more importantly his life.
25
26
27
28

1 Such discovery is particularly necessary here given Plaintiff’s documented experience of
2 malicious hacking (computer fraud), stalking, and swatting (weaponization police for no reason),
3 which have interfered with his ability to maintain meticulous electronic records and heightened
4 the urgency of early disclosure from Defendant.
5

6
7 **F. Judicial economy favors coordination—advance/consolidate, don’t stay.**

8 If the Court sees any scheduling issue, the efficient remedy is to advance and consolidate
9 Coinbase’s Petition to Compel Arbitration with Plaintiff’s pending motions (e.g., claim &
10 delivery, protective order) for a single, early setting (the Oct. 8 CMC or the Court’s earliest
11 date). Courts possess the inherent power to control their calendars. Walker v. Superior Court
12 (1991) 53 Cal.3d 257, 267. Consolidation avoids duplicative hearings and prevents tactical delay.
13
14

15
16
17 **IV. CONCLUSION**

18 Plaintiff respectfully asks the Court to deny Coinbase’s ex parte application. In the alternative,
19 please advance and consolidate Coinbase’s arbitration petition with Plaintiff’s pending motions
20 at the earliest available date (including the Oct. 8 CMC, or replacing the Nov 26 hearing, which
21 was deviously selected by Defendants for the day after Plaintiff’s birthday).
22

23
24 Evidence notice: Plaintiff has emails, photographs, and videos corroborating the facts above—
25 including counsel’s quoted statements, tech interference, stalking, and swatting—and can
26 promptly provide them if any representation is challenged.
27

1 Consolidation at the October 8, 2025 Case Management Conference would allow the Court to
2 address all pending issues efficiently while preserving Plaintiff's rights.

3
4
5 **Alternative Request for Scheduling Relief**

6 If the Court determines any scheduling adjustment is appropriate, Plaintiff respectfully requests
7 that, rather than issuing a stay, the Court advance and consolidate (a) Defendant's Petition to
8 Compel Arbitration and (b) Plaintiff's pending motions (including claim & delivery and
9 protective order) for hearing at the October 8, 2025 CMC or the Court's earliest available date,
10 pursuant to the Court's inherent power to manage its docket. See Walker v. Superior Court
11 (1991) 53 Cal.3d 257, 267. This approach conserves resources, avoids duplicative hearings, and
12 preserves Plaintiff's rights without prejudging arbitrability.
13

14
15 Respectfully submitted,

16 Dated: October 1, 2025

17
18 /s/ Russell Rope
19 *Plaintiff In Pro Per*

1 **RUSSELL ROPE**
2 ID 1607 POB 1198
3 Sacramento, CA 95812
4 310-663-7655
5 justice@russellrope.com
6 *In Pro Per*

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

10 RUSSELL ROPE,

11
12 Plaintiff,

13 v.

14 COINBASE, INC. & DOES 1-20,

15
16 Defendants.

Case No.: 25STCV16692

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**(CORRECTED) DECLARATION IN
OPPOSITION OF DEFENDANT'S EX
PARTE APPLICATION**

I, Russell Rope, declare as follows:

1. I am Plaintiff. I have personal knowledge of the facts herein.

2. On Sept. 25, 2025, I served motions (sanctions; protective order; claim & delivery under CCP § 511.010; referral to law enforcement). On Sept. 30, 2025, I filed my Supplemental Declaration to CM-110 and served discovery (RFAs, Special Interrogatories, RFPs, PMK Notice) before receiving notice of Defendant's ex parte.

(CORRECTED) DECLARATION IN OPPOSITION OF DEFENDANT'S EX PARTE APPLICATION - 1

1 3. Defense counsel has described a “collaborative vision” for resolution while simultaneously
2 neglecting inquiries as to what they believe that entails, ditching the stipulation, and noticing a
3 redundant ex parte stay request.
4

5
6 4. I have experienced persistent tech interference (hacks, crashes), aggressive stalking, and a
7 swatting incident, and I notified defense counsel. I make this declaration not just to describe
8 personal hardship, but to support my allegations that Coinbase’s conduct, combined with the
9 actions of Does 1–20, reflects a pattern of fraud, misrepresentation, and wrongful interference
10 with my property rights that cannot be fairly resolved in private arbitration or left in a frozen
11 posture under a stay.
12

13
14 5. I possess emails, photographs, and videos corroborating these facts and can provide them
15 immediately if any representation is disputed.
16

17
18 6. I began the conversation about advancing the petition, but someone more probable than
19 something was causing my computer to crash and get stuck in the boot sequence, which started
20 occurring when Defendants filed their Petition to Compel Arbitration and Stay Proceedings, so I
21 told them I wanted to file before stipulating and inquired about resolution.
22

23
24 7. I believe their intent was to stipulate to advanced hearing thinking the hack would stop me
25 from completing my opposition before the September 24, 2025 date they tried to impose, which I
26 was barely able to meet, and might not have had I agreed at the time. Increased attacks on my
27 computer related to work on this case were most probably planned to, and would have prevented
28

(CORRECTED) DECLARATION IN OPPOSITION OF DEFENDANT’S EX PARTE APPLICATION - 2

1 me from, completing the discovery filings and supplemental declaration before they sprung the
2 ex parte on me, which again truly seems to be another shady move in coordination with Does
3 alleged in another case to be using remote computing technology to watch (spy) on my screen,
4 which is a well-known and demonstrable computing ability.
5

6 8. Fortunately, I am clairvoyant and anticipated the hack intended to disrupt legal process and
7 started preparing templates and filings to be completing on library computers, which I had to go
8 out of pocket to buy extended time beyond card holder limits.
9

10 9. I can go into detail about this specific hack, which locks me out of my very powerful
11 computer, costing me hours daily, other hacks interfering with my various websites while also
12 increasing maintenance time, and even more attacks designed to drain my time and bank, but
13 then we get into the greater claim territory where this is supposed to be narrowed to issues
14 relevant to my assets illegally held by Coinbase.
15
16

17
18 10. Defendants derailed my token launch and I am going to have to redo a lot of work, so I
19 offered to launch on Defendants blockchain BASE rather than the Solana (SOL) in a most civil
20 effort to eliminate conflicts of interest. Not only did they defy the original ex parte judge's meet
21 and confer order to "explore resolution," but they have only persisted to exacerbate issues and
22 neglect all conversation about resolution. Defendant attorneys have lied on the record. That is a
23 fact. I am honest like Abe. No one has ever challenged my truth. Their actions contradict their
24 words, their words contradict themselves, and I am just trying to mind my own business
25 earnestly working towards progress in life.
26
27
28

(CORRECTED) DECLARATION IN OPPOSITION OF DEFENDANT'S EX PARTE APPLICATION - 3

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

3
4 Respectfully submitted,

Dated: October 1, 2025

5 /s/ Russell Rope
6 *Plaintiff In Pro Per*
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1 **RUSSELL ROPE**
2 ID 1607 POB 1198
3 Sacramento, CA 95812
4 310-663-7655
5 justice@russellrope.com
6 *In Pro Per*

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

10 RUSSELL ROPE,

11
12 Plaintiff,

13 v.

14 COINBASE, INC. & DOES 1-20,

15
16 Defendants.

Case No.: 25STCV16692

**[PROPOSED] ORDER RE
DEFENDANT’S EX PARTE
APPLICATION TO STAY**

Hearing Date: 10/2/2025 **Time:** 8:30am

Location: Stanley Mosk Courthouse Dept. 28

Judge: Hon. Rupert A. Byrdsong

21 Having considered Defendant’s Ex Parte Application to Stay Proceedings, Plaintiff’s Opposition,
22 and the record, the Court orders:
23

24
25 **1. DENIED.** Defendant’s Ex Parte Application to Stay Proceedings is DENIED.

26 —OR—
27

28 [PROPOSED] ORDER RE DEFENDANT’S EX PARTE APPLICATION TO STAY - 1

1 **2. ALTERNATIVE SCHEDULING ORDER** (if the Court deems adjustment appropriate):
2

3 **a.** The hearing on Defendant’s Petition to Compel Arbitration is advanced to October 8,
4 2025, at 8:30 a.m. in Dept. 28 (or the Court’s earliest available date).
5

6
7 **b.** Plaintiff’s pending motions (including claim & delivery and protective order) are
8 consolidated for hearing on the same date/time or set to the Court’s first available
9 date thereafter.
10

11
12 **c.** Page-limited supplemental briefs (up to 5 pages) may be filed by October 6, 2025,
13 limited to scheduling/threshold issues.
14

15 **d.** Discovery shall proceed under the Code; Plaintiff’s September 30, 2025 discovery
16 remains due per statutory deadlines absent further order.
17

18
19
20 **IT IS SO ORDERED.**
21

22
23 Dated: 10/2/2025
24

25
26 _____
27 Hon. Rupert A, Byrdsong, Judge
28

EXHIBIT I

Plaintiff's Evidentiary Objections

Entire Defense is Void; Speculative; No Proof of Assent

Dated: November 15, 2025

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

5
6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF LOS ANGELES
9

10
11 RUSSELL ROPE,
12 Plaintiff,
13 v.
14 COINBASE, INC. & DOES 1-20,
15 Defendants

) Case No.: 25STCV16692
) **PLAINTIFF’S COMPREHENSIVE**
) **EVIDENTIARY OBJECTIONS & MOTION**
) **TO STRIKE DECLARATIONS OF ALL**
) **PRESENT & PRIOR COUNSEL**
) **DECLARATIONS, & ALL COINBASE**
) **EXHIBITS (INCLUDING THOSE FILED**
) **WITH DEFENDANT’S NOV. 17, 2025 REPLY**
) **Date:** November 26, 2025 **Time:** 8:30 a.m.
) **Department:** 28 – Hon. Rupert A. Byrdsong

20
21 **I. INTRODUCTION**

22
23 Plaintiff **Russell Rope**, in pro per, submits these **Comprehensive Evidentiary Objections and Motion**
24 **to Strike** directed to:

- 25
26 1. **Declaration of Celine G. Purcell**
27
28 2. **Declaration of Josephine K. Petrick**
3. **All declarations and exhibits previously filed by Coinbase’s former counsel**

1 4. **All Coinbase Exhibits (1–4 and any others) submitted with any filing**

2 5. **All newly submitted evidence in Defendant’s Nov. 17, 2025 Reply**

3
4 Coinbase’s evidentiary record is fundamentally defective. It consists of:

- 5 • attorney argument disguised as fact testimony
- 6
- 7 • unauthenticated screenshots from a different app than Plaintiff used
- 8
- 9 • generic, undated Terms of Service with no proof Plaintiff ever saw
- 10
- 11 • corrupted or incomplete internal files
- 12
- 13 • hearsay “logs” lacking any custodian of records
- 14
- 15 • speculation about Plaintiff’s conduct
- 16
- 17 • mischaracterizations of Coinbase Wallet vs. Coinbase.com
- 18
- 19 • conclusory assertions about “mandatory arbitration” without factual support
- 20
- 21 • no evidence of *assent*, required under California law

22 Because **Coinbase bears the burden of proving the existence of a valid arbitration agreement**, and
23 because its submissions fail every requirement of the California Evidence Code, the Court **must strike**
24 **or disregard all Coinbase evidence** in evaluating the Petition to Compel Arbitration.
25
26
27
28

1 **II. LEGAL STANDARD**

2
3 **1. Admissibility Requires Relevance, Competence, and Authentication**

4 (Evid. Code §§ 350, 352, 403, 702, 1401.)

5
6
7 **2. Attorney Declarations Are Not Evidence of Technical or Factual Matters**

8 They may not testify to facts outside their personal knowledge.

9 *Aguimatang v. Caltrans* (1992) 202 Cal.App.3d 241.

10
11
12
13 **3. Digital Evidence Requires Strict Authentication**

14 *People v. Goldsmith* (2014) 59 Cal.4th 258; Evid. Code §§ 1401, 1552.

15 Screenshots, logs, PDFs, and app images require:

- 16
- 17 • source identification
 - 18
 - 19 • accuracy confirmation
 - 20
 - 21 • chain of custody
 - 22
 - 23 • metadata
 - 24 • competent witness familiar with system architecture

25 Coinbase provides none.

1 **4. Arbitration Requires Proof of Assent**

2 The burden is on Coinbase.

3 *Rosenthal v. Great Western Fin. Securities* (1996) 14 Cal.4th 394, 413.

4 *Pinnacle Museum Tower Assn. v. Pinnacle Market Dev.* (2012) 55 Cal.4th 223.

5
6 Coinbase must prove:

- 7
- 8 1. the exact terms that applied,
 - 9 2. when they applied,
 - 10 3. that Plaintiff received them, and
 - 11 4. that Plaintiff affirmatively assented.
- 12

13 Coinbase has proven none of these elements.

14
15
16
17

18 **III. OBJECTIONS TO DECLARATION OF CELINE PURCELL**

19 **1. Paragraphs 3–5 — Mischaracterizations of procedural history**

20

21 **Grounds:** Lack of foundation (Evid. Code § 702), hearsay (§1200), irrelevant (§350), prejudicial
22 (§352).

23 **Explanation:** Purcell summarizes court rulings without certified orders.

24
25

26 **2. Paragraphs 6–7 — Legal conclusions & hearsay**

27

28 Purcell embeds Coinbase’s legal arguments as “facts.” Not permissible.

1 **3. Paragraphs 8–9 — Speculation re Plaintiff’s conduct**

2 No personal knowledge. No evidence supporting assertions.
3
4

5 **4. Entire Purcell Declaration — Argument disguised as testimony**

6 Violates *Aguimatang*; not competent evidence.
7
8
9

10 **IV. OBJECTIONS TO DECLARATION OF JOSEPHINE K. PETRICK**

11
12 **1. Global objection**

13
14 Petrick attempts to testify regarding:

- 15
- 16 • technical architecture
 - 17 • system behavior
 - 18 • Plaintiff’s alleged account activity
 - 19 • whether credentials were recoverable
 - 20 • the nature of Coinbase Wallet
 - 21 • feasibility of bypassing biometrics
- 22
23
24

25 **None** of these topics fall within an attorney’s personal knowledge.
26
27
28

1 **2. Assertions of “mandatory arbitration”**

2 Legal conclusions, not evidence. Violates Evid. Code § 800.
3
4

5 **3. Assertions about app behavior, logs, or systems**

6
7 Unauthenticated, speculative, and contradicted by Plaintiff’s evidence.
8
9

10 **4. Statements regarding account lockout or passkey recovery**

11 No competent technical witness. No engineer declaration.

12 Fails Evid. Code §§ 702, 803.
13
14
15
16

17 **V. OBJECTIONS TO ALL PRIOR DECLARATIONS (BEFORE NORTON LAW FIRM)**

18 Coinbase’s prior counsel submitted:

- 19
- 20 • declarations with no personal knowledge,
 - 21 • generic screenshots,
 - 22 • mismatched Terms of Service,
 - 23 • irrelevant internal documents,
 - 24 • incomplete records,
 - 25 • technical claims without a technical witness,
 - 26
 - 27
 - 28

- documents that conflate Coinbase Wallet, Coinbase App, and Coinbase.com.

These are inadmissible for the same reasons above.

VI. OBJECTIONS TO COINBASE EXHIBITS (ALL EXHIBITS 1–4 AND ANY OTHER EXHIBITS)

1. Exhibit 1 — Screenshots from wrong app / unauthenticated

Fails Evid Code §§ 1401, 1552.

No metadata. No witness competent to authenticate.

2. Exhibit 2 — Corrupted / unreadable file

No chain of custody; incomplete document (§356).

3. Exhibit 3 — Terms of Service / Arbitration Clause

Generic, undated, untethered to Plaintiff.

Fails *Rosenthal* burden.

4. Exhibit 4 — Internal logs / system extracts

Violation of business records exception (Evid. Code § 1271).

No custodian declaration.

Double hearsay.

1 **VII. OBJECTIONS TO EVIDENCE IN THE NOV. 17, 2025 REPLY**

2 The Reply repeats the same deficiencies:

3
4 **1. New legal conclusions disguised as “facts”**

5 Not admissible evidence.
6

7
8 **2. Assertions that Plaintiff “accepted” terms**

9
10 No proof of assent → *Rosenthal* violation.
11

12
13 **3. References to new “screenshots,” “app behavior,” or “system limitations”**

14 All unauthenticated, hearsay, speculative.
15

16
17 **4. Recycled Terms of Service**

18 Still undated. Still not tied to Plaintiff. Still inadmissible.
19

20 **5. New attorney narrative**

21
22 Improper expansion of declaratory evidence in Reply.

23 See *Jay v. Mahaffey* (2013) 218 Cal.App.4th 1522 (new evidence in reply is improper).
24
25
26
27
28

1 **VIII. GLOBAL OBJECTIONS TO ALL COINBASE SUBMISSIONS**

2
3 **1. Hearsay (Evid. Code § 1200)**

4 All logs, screenshots, internal reports.
5

6 **2. Lack of authentication (Evid. Code §§ 1401, 1552)**

7 NONE of Coinbase’s exhibits meet the Goldsmith test.
8

9 **3. No personal knowledge (Evid. Code § 702)**

10 Attorneys cannot testify to technical matters.
11

12 **4. Misleading and prejudicial (Evid. Code § 352)**

13 Conflating Coinbase Wallet vs. Coinbase App misleads the Court.
14

15 **5. Failure of proof under *Rosenthal***

16 No evidence of assent → arbitration cannot be compelled.
17
18
19
20

21 **IX. MOTION TO STRIKE**

22 Plaintiff respectfully moves to strike:
23

- 24 **1. The Declaration of Celine Purcell (entirely or in part)**
25
26 **2. The Declaration of Josephine Petrick (entirely or in part)**
27
28 **3. All prior counsel declarations and exhibits**

1 ***[PROPOSED ORDER]***

2
3 ****[PROPOSED] ORDER GRANTING PLAINTIFF’S**

4 **EVIDENTIARY OBJECTIONS AND MOTION TO STRIKE****

5
6
7 The Court has reviewed and considered Plaintiff’s Comprehensive Evidentiary Objections and Motion
8 to Strike and rules as follows:

- 9
- 10 1. Plaintiff’s objections are **SUSTAINED**.
 - 11 2. The Declarations of **Celine G. Purcell** and **Josephine K. Petrick** are **STRICKEN**, in whole
12 and/or in part.
 - 13 3. All exhibits submitted by Coinbase (including Exhibits 1–4) are **STRICKEN or**
14 **DISREGARDED**.
 - 15 4. All prior counsel declarations and exhibits are **STRICKEN or DISREGARDED**.
 - 16 5. All “evidence” newly submitted with Defendant’s Nov. 17, 2025 Reply is **STRICKEN or**
17 **DISREGARDED** as improper and unauthenticated.
 - 18 6. The Court will evaluate the Petition to Compel Arbitration **only on admissible evidence**.
- 19
20
21

22
23 **IT IS SO ORDERED.**

24
25 Dated: _____ By: _____

26
27 Hon. Rupert A. Byrdsong

28 Judge of the Superior Court

1 **PROOF OF SERVICE**

2 I, **Russell Rope**, declare that on **November 15, 2025**, I served the following document:

3 **PLAINTIFF’S COMPREHENSIVE EVIDENTIARY OBJECTIONS & MOTION TO STRIKE**

4 on:

- 5 • cpurcell@nortonlaw.com
- 6 • jpetrick@nortonlaw.com
- 7 • ekirk@nortonlaw.com

8 by electronic service under Code Civ. Proc. §1010.6 and CRC 2.251.

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

11
12
13
14
15
16
17
18
19
20
21 Respectfully submitted,

22 Dated: November 15, 2025

23 /s/ Russell Rope
24 *Plaintiff In Pro Per*

EXHIBIT J

Coinbase Response To Evidentiary Objections

Dated: November 19, 2025

Josephine Petrick (SBN 280233)
jpetrick@nortonlaw.com
Celine G. Purcell (SBN 305158)
cpurcell@nortonlaw.com
Emily Kirk (SBN 348547)
ekirk@nortonlaw.com
THE NORTON LAW FIRM PC
300 Frank H. Ogawa Plaza, Suite 450
Oakland, CA 94612
Telephone: (510) 906-4900

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,

Defendants.

Case No. 25STCV16692

**DEFENDANT COINBASE, INC.'S RESPONSE
TO PLAINTIFF ROPE'S EVIDENTIARY
OBJECTIONS AND OTHER FILINGS RE:
COINBASE'S PETITION TO COMPEL
ARBITRATION AND TO STAY
PROCEEDINGS**

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

The hearing on Coinbase's petition to compel arbitration is set for next Wednesday, November 26, and the case is otherwise stayed until the Court rules on that petition. (See Oct. 2, 2025 Minute Order.) The parties' principal briefing on the petition has concluded; Plaintiff Rope filed his opposition on September 23 and Coinbase filed its reply on November 7.

On November 12, Plaintiff filed: (1) Notice of Objection & Request for Clarification/Modification, requesting that the Court reconsider its October 2, 2025, Minute Order granting Coinbase's ex parte application for a stay; (2) Plaintiff's Request for Clarification, Modification, or Vacatur of Stay Order; (3) Plaintiff's Response to Defendant Coinbase, Inc's Reply in Support of Petition to Compel Arbitration and Motion to Stay Proceedings; (4) Plaintiff's Supplemental Declaration of Authentication of Exhibits; and (5) (Corrected) Declaration in Opposition of Defendant's Ex Parte Application. On November 16, Plaintiff filed¹: (6) Plaintiff's Comprehensive Evidentiary Objections & Motion to Strike Declarations of All Present & Prior Counsel Declarations, & All Coinbase Exhibits (Including Those Filed with Defendant's Nov. 17, 2025 Reply).

Plaintiff's November 12 filings are procedurally improper. Items One, Two, and Five are untimely and procedurally improper requests for reconsideration of the Court's October 2 stay order. (Cf. Cal. Civ. Proc. Code, § 1008.) Items Three and Four are unauthorized sur-reply materials. (See *Jack v. Ring LLC* (2023) 91 Cal.App.5th 1186, 1210; Cal. R. Ct. 3.1113(d).)

Plaintiff's November 16 evidentiary objections and motion to strike (Item Six, objecting to and seeking to strike various evidence submitted by Coinbase in support of its Petition to Compel Arbitration and its reply in support thereof, including attorney declarations and evidence showing Plaintiff accepted Coinbase's User Agreement) lack arguable merit. For example, a moving party may offer a reply declaration and evidence when responding to arguments in an opposition brief, which is what Defendant did here in responding to Plaintiff's argument that Coinbase waived the right to compel arbitration by opposing Plaintiff's motions in this litigation. (See *Espejo v. S. Calif. Permanente Med. Group* (2016) 246 Cal.App.4th 1047, 1060; *Weiss v. Chevron, U.S.A., Inc.* (1988) 204 Cal.App.3d

¹ Though Plaintiff served his November 16 filing on Coinbase's counsel via email and represented that it was filed with the Court, that filing does not appear on the docket as of today's date. Because it is not clear whether Plaintiff's November 16 filing was in fact filed, Coinbase responds to it as though it has been filed, in an abundance of caution.

1094, 1098, as modified (Oct. 25, 1988); *Jacobs v. Coldwell Banker Residential Brokerage Co.* (2017) 14 Cal.App.5th 438, 449.)

To avoid overburdening the Court's attention and resources (cf. *In re Marriage of Falcone & Fyke* (2008) 164 Cal.App.4th 814, 830), Defendant provides this abbreviated response and will not further address Plaintiff's November 12 and 16 submissions unless the Court so requests.

Dated: November 19, 2025

Respectfully submitted,

THE NORTON LAW FIRM PC

/s/ Emily Kirk

Emily Kirk
Attorneys for Defendant
COINBASE, INC.

PROOF OF SERVICE

I am employed in the City of Oakland, State of California. I am over 18 years of age and not a party to this action. My business address is 300 Frank H. Ogawa Plaza, Suite 450, Oakland, CA 94612.

On the date below I served a true copy of the following document(s):

- **DEFENDANT COINBASE, INC.'S RESPONSE TO PLAINTIFF ROPE'S EVIDENTIARY OBJECTIONS AND OTHER FILINGS RE: COINBASE'S PETITION TO COMPEL ARBITRATION AND TO STAY PROCEEDINGS**

on the parties listed below by the following means:



(BY E-MAIL or ELECTRONIC TRANSMISSION) Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable period of time, after the transmission, any electronic message or other indication that the transmission was unsuccessful.

- Russell Rope
justice@russellrope.com

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

Dated: November 19, 2025

/s/ Jacob Bedwell
Jacob Bedwell