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

RUSSELL ROPE,
Petitioner,

vs.

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

COINBASE, INC.,
Real Party in Interest.

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

**PETITION FOR WRIT OF MANDATE
OR OTHER APPROPRIATE RELIEF
REQUEST FOR IMMEDIATE STAY
(Cal. Rules of Court, rule 8.116)**

Filed In Pro Per & In Forma Pauperis — STAY REQUESTED

I. INTRODUCTION

Petitioner seeks issuance of a writ directing the Superior Court to vacate its **November 26, 2025** Minute Order granting Coinbase, Inc.'s petition to compel arbitration and staying the action.

Under Code of Civil Procedure section 1281.2, a court may compel arbitration only if it determines an agreement to arbitrate exists. The burden rests on the moving party. (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 413.) Coinbase relied on unauthenticated screenshots and generalized declarations that fail to establish any enforceable arbitration agreement.

Here, the trial court compelled arbitration **without resolving disputed formation issues, without identifying the operative agreement allegedly assented to, and without making findings required where formation is contested.** (*Id.*; *Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 972–973.)

Immediate writ review and a stay are necessary to prevent irreparable prejudice from being compelled into an arbitral forum where jurisdiction has not been established and where procedural and remedial constraints may permanently impair Petitioner's ability to vindicate rights.

II. FACTUAL AND PROCEDURAL BACKGROUND (CRC 8.486(a)(3))

1. **Account/relationship.** Petitioner opened a Coinbase account in approximately **2023**, primarily through the Coinbase **mobile application**. (Petitioner Decl. ¶ 3; Ex. D)
2. **Dispute arises.** In 2025, Coinbase imposed additional identity/biometric-related requirements and restricted Petitioner's access to account-linked digital assets. Petitioner alleges these post-formation requirements were not part of the agreement at signup and materially altered access conditions. (Complaint ¶¶ 10–22; Petitioner Decl. ¶ 6; Ex. D)
3. **Superior Court action.** Petitioner filed this action in Los Angeles Superior Court, Case No. **25STCV16692**, asserting claims arising from the alleged lockout and resulting harms. (Complaint, Ex. D)
4. **Coinbase petition to compel arbitration.** Coinbase filed its petition/motion to compel arbitration on **8/20/2025**. (Coinbase Petition to Compel Arbitration, Ex. G1)
5. **Coinbase's evidence.** Coinbase supported its petition primarily through a declaration and attached materials. Coinbase did **not** provide (among other omissions challenged below):
 - a **dated** archived User Agreement shown to Petitioner at signup;
 - a **version number/effective date** tied to the alleged assent;
 - authenticated **account-specific logs/clickstream** reflecting Petitioner's affirmative assent to the arbitration clause;
 - screenshots demonstrably tied to Petitioner's account and the relevant time period.

(Coinbase Decl. ¶¶ 7–12; Coinbase Exs. 2–4)

6. **Petitioner’s opposition and evidentiary objections.** Petitioner opposed on the grounds that Coinbase failed to carry its burden to prove formation/assent and challenged admissibility/foundation/authentication of Coinbase’s proffered evidence, including that Coinbase did not establish what agreement was presented to Petitioner in 2023 versus later versions. (Opposition, Ex. H1; Evidentiary Objections, Ex. I; Petitioner Decl., Ex. H1.)

7. **Issues squarely presented.** Petitioner specifically disputed:

- **Existence** of an agreement to arbitrate on the terms Coinbase presented;
- **Assent** (no admissible proof of the assent mechanism and operative version);
- **Material modifications** post-signup without proven notice/assent;
- **Delegation** (no clear and unmistakable agreement shown absent formation);
- **Unconscionability** (procedural + substantive) in light of adhesion presentation, constraints, and remedy/rights impacts;
- Accessibility-related barriers and post-formation requirements affecting meaningful notice and assent.

(Opposition, Ex. H1; Evidentiary Objections, Ex. I; Petitioner Decl., Ex. H1.)

8. **Hearing.** The court held a hearing on **November 26, 2025**. No reporter’s transcript is currently available to Petitioner. Petitioner is submitting a new declaration that summarizes the key proceedings and the absence of factual findings resolving formation disputes. (Petitioner Hearing Summary Decl., Ex. N)

9. **Minute Order compelling arbitration.** On **November 26, 2025**, the court issued a Minute Order granting Coinbase’s petition to compel arbitration and staying the action. (Minute Order, Ex. A.)
10. **Notice of ruling.** On **December 1, 2025**, Coinbase served Notice of Ruling attaching the Minute Order and proof of service. (Notice of Ruling + POS, Ex. B)
11. **Post-order diligence.** Between **December 1, 2025** and the filing of this petition, Petitioner pursued clarification and preserved objections, including:
- Coinbase’s **request for statement of decision** filed **11/25/2025** and Petitioner’s request(s)/notice(s) filed **12/04/2025** per the Register of Actions;
 - Multiple follow-ups seeking entry/clarification and confirmation of the court’s reasoning;
 - Notice of intent to seek reconsideration and/or writ relief.
(ROA excerpt, Ex. C2; Petitioner Decl. ¶¶ 12; Exs. L1-L2)
12. **No arbitration initiated.** As of filing, Coinbase has **not initiated arbitration**, and Petitioner has not participated in arbitration proceedings.

III. TIMELINESS AND GOOD CAUSE FOR REVIEW

This petition is filed exactly 100 days after service of notice of entry of the November 26, 2025 Minute Order (served December 1, 2025). (Notice of Ruling, Ex. B.) Writ petitions must be filed within a reasonable time, and the 60-day civil appeal period applicable to appeals is not jurisdictional in writ proceedings. (*Popelka, Allard, McCowan & Jones v. Superior Court* (1980) 107 Cal.App.3d 496, 500;

Johnson v. Superior Court (2000) 80 Cal.App.4th 1050, 1060.) The delay reflects documented, externally compounded circumstances directly connected to the underlying misconduct alleged in this matter — not neglect — and has caused no prejudice to Real Party in Interest.

Following the ruling, Petitioner exercised deliberate professional courtesy by refraining from burdening the Court during the holiday period and the transition into the new year, while simultaneously and continuously pursuing clarification through proper channels, as the December 4 filings and subsequent correspondence confirm. Petitioner filed formal written requests with the Superior Court on December 4, 2025 and transmitted follow-up inquiries by telephone and written email on February 5, February 17, and February 25, 2026. The trial court did not respond to any of these communications. (Ex. M.)

Because both parties had requested a Statement of Decision, and because the court's reasoning bore directly on the grounds for writ review, Petitioner could not responsibly finalize this petition until it became clear no such statement would issue. (Ex. K2; Ex. L2.)

Petitioner proceeds in propria persona, in forma pauperis and without stable housing throughout the entirety of this litigation, a condition that is not incidental — the digital assets wrongfully withheld by Real Party in Interest represent the culmination of years of work specifically directed toward resolving that instability, and the pattern of interference alleged against Doe defendants — whose identities, though suspected, remain unconfirmed absent the discovery the arbitration order has foreclosed — by which Petitioner might otherwise have done so. This ongoing condition forces reliance on public library access for legal research and document preparation, constraining available working hours to library operating schedules. (Verified Complaint ¶¶ 17, 33, 34, 46; Ex. O.) Under these conditions,

Petitioner independently researched, drafted, and assembled a petition record exceeding 650 pages — including four exhibit volumes addressing complex questions of arbitration formation, evidentiary authentication, and consumer rights — without the assistance of counsel. Petitioner is an entrepreneur who owns and operates three licensed business entities, including RRP OG LLC, a California general corporation, and a multi-state IRS 501(c)(3) nonprofit organization, in addition to active NFT and cryptocurrency ventures, all of which have sustained material disruption as a direct result of this litigation and the associated interference described herein. (Verified Complaint ¶ 17, Ex. D; Ex. K, Appx. Vol. 3 pp. 91–92.)

These constraints did not arise in a vacuum. The interference Petitioner has experienced during the pendency of this matter is itself part of the harm this petition seeks to address, consistent with a documented pattern of racketeering that is the subject of a related federal proceeding. Petitioner's personal laptop — the primary instrument for legal preparation and business management — was damaged and then held during repair for a period of several months, a delay that coincided with the filing of Real Party in Interest's petition to compel arbitration and that substantially impaired Petitioner's ability to respond and prepare. (Ex. N; Ex. O.) Petitioner's vehicle has been subjected to repeated and ongoing vandalism, a pattern that predates and continues throughout this litigation, forcing reliance on public transportation and compressing an already limited schedule. The individuals responsible for these acts are among the Doe defendants whose identities, though suspected, remain unconfirmed absent the discovery that the arbitration order has foreclosed. Their conduct is part of the coordinated pattern of interference — involving fraud, malice, and oppression — that this petition exists to bring before a court capable of providing meaningful review. (Verified Complaint ¶¶ 17, 46, 79; Ex. F2; Ex. F4.)

Notwithstanding these obstacles, Petitioner has pursued this matter with consistent diligence at every stage, as the record reflects. Good cause exists and discretionary review is appropriate because:

- Petitioner promptly sought clarification and a statement of decision addressing disputed formation and unconscionability issues (ROA; Ex. C2);
- Petitioner preserved the challenge by notice of intent and continuing diligence (Ex. L1);
- No arbitration has been demanded or initiated, so the status quo can be preserved and there is no prejudice to Coinbase;
- The writ presents a narrow, threshold issue: whether an arbitration agreement was proven at all under *Rosenthal/Engalla*;
- The order compels arbitration despite the presence of non-signatory actors whose identities, though suspected, cannot be confirmed absent discovery that the arbitration order has foreclosed, creating the risk of fragmented proceedings and inconsistent determinations;
- Without intervention, Petitioner faces irreparable procedural prejudice by being compelled into arbitration under a disputed agreement.

(See *Hyundai Amco America, Inc. v. S3H, Inc.* (2014) 232 Cal.App.4th 572, 577.)

IV. GROUNDS FOR RELIEF

Petitioner seeks issuance of an alternative writ (or peremptory writ where appropriate) directing the Superior Court to vacate the order compelling arbitration and to deny Coinbase's petition.

The legal grounds are set forth in the accompanying Memorandum of Points and Authorities and incorporated herein.

The order compelling arbitration is erroneous because Coinbase failed to establish the existence of an arbitration agreement, the trial court failed to resolve disputed formation facts, and the presence of non-signatory actors creates a statutory barrier to compelled arbitration under Code of Civil Procedure section 1281.2(c).

V. REQUEST FOR IMMEDIATE STAY (CRC 8.116; CRC 8.486(a)(7))

Petitioner respectfully requests an immediate stay of all proceedings enforcing the arbitration order pending disposition of this petition.

A writ petition does not itself stay enforcement. Without a stay:

- Petitioner may be compelled into arbitration under a disputed agreement;
- Discovery and procedural tools may be restricted;
- The dispute over whether an agreement exists may be effectively mooted by compelled participation and attendant waiver arguments;
- The harm cannot be “unwound” even if the petition ultimately succeeds.

Coinbase suffers no prejudice: arbitration has not begun, and maintaining the status quo imposes no meaningful hardship.

VI. PRAYER

Petitioner respectfully prays for:

1. Issuance of an alternative writ (or peremptory writ where appropriate);
2. An immediate stay pending resolution;
3. A finding that the arbitration order cannot foreclose judicial consideration of claims implicating rights under the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.;
4. An order vacating the November 26, 2025 order compelling arbitration;
5. Directions to deny Coinbase's petition to compel arbitration;
6. Any further relief deemed just.

Respectfully Submitted,

Dated: March 10, 2026

/s/ Russell Rope
Petitioner In Pro Per
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