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*Petitioner In Pro Per*  
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(310) 663-7655

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

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**RUSSELL ROPE,**  
Petitioner,

vs.

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF LOS ANGELES, &  
THE HONORABLE STEPHEN I. GOORVITCH,**  
Respondents,

**COINBASE, INC.,**  
Real Party in Interest.

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**Case No.** \_\_\_\_\_  
*Superior Court Case No. 25STCV16692*

**EMERGENCY PETITION  
FOR WRIT OF MANDATE, PROHIBITION, OR OTHER APPROPRIATE  
RELIEF & MOTION FOR STAY/TEMPORARY RESTRAINING ORDER**

**Filed In Pro Per & In Forma Pauperis**

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## TABLE OF CONTENTS

I. INTRODUCTION .....	3
II. FACTUAL BACKGROUND .....	4
III. WHY THE SUPERIOR COURT ERRED — TWICE .....	5
IV. REQUESTED RELIEF .....	7
V. CONCLUSION .....	8

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## TABLE OF AUTHORITIES

### Statutes & Codes:

- California Civil Code §3422
- California Code of Civil Procedure §527
- California Code of Civil Procedure §923
- California Rules of Court, Rule 3.1203
- California Rules of Court, Rule 8.486

### Cases:

- Cohen v. Board of Supervisors (1985) 40 Cal.3d 277
- Fremont Indemnity Co. v. Fremont General Corp. (2007) 148 Cal.App.4th 97
- IT Corp. v. County of Imperial (1983) 35 Cal.3d 63

## **I. INTRODUCTION**

Petitioner Russell Rope seeks emergency relief from the California Court of Appeal following the erroneous denial of a Temporary Restraining Order (TRO) by the Los Angeles County Superior Court, first by Judge James C. Chalfant (Dept. 85) on June 11, 2025, and then by Judge Stephen I. Goorvitch (Dept. 82) on June 18, 2025. Both denials misapplied California law and ignored evidence of irreparable harm, risking permanent loss of Petitioner's digital assets by June 30, 2025.

Judge Chalfant denied the initial TRO, citing insufficient notice and unclear allegations, despite evidence of Coinbase, Inc.'s refusal to respond to legal demands (Verified Compl., ¶¶13, 41). Judge Goorvitch denied the renewed application, claiming no irreparable harm or likelihood of success, contradicting Petitioner's verified complaint and declarations (Minute Order, 06/18/2025). These errors deprived Petitioner of due process and warrant appellate intervention.

Petitioner requests this Court to issue a writ of mandate compelling the trial court to grant the TRO or, alternatively, issue a stay or direct injunctive relief to prevent irreversible harm to his digital property.

## II. FACTUAL BACKGROUND

On June 10, 2025, Petitioner filed a Verified Complaint against Coinbase, Inc., alleging unlawful lockout of his custodial Web3 Wallet since April 19, 2025, containing ~4,000 NFTs; specifically, 202 unique legendary Classy Savage NFTs valued at \$1 million minimum (Verified Compl., ¶¶24, 43). Coinbase's actions, including coercive biometric verification demands and intentional NFT display errors, and other notated actions threaten permanent asset destruction or theft by June 30, 2025 (Verified Compl., ¶¶30, 43, 48, Exh. A–B).

On June 10, 2025, Petitioner filed an Ex Parte Application for TRO, supported by a declaration, screenshots of Coinbase's sunset notice, and evidence of notice to Coinbase's registered agent via certified mail on June 6, 2025, and email to escalations@coinbase.com on June 8, 2025 (Decl. of Due Diligence, 06/13/2025). Judge Chalfant denied the application without a hearing, citing lack of notice and insufficient detail (Minute Order, 06/11/2025).

On June 13, 2025, Petitioner filed a Renewed Ex Parte Application, curing notice issues with additional service attempts, clarifying his digital art business, and detailing irreparable harm (Decl., 06/13/2025, pp. 3–5). Judge Goorvitch denied relief in chambers, stating Petitioner failed to show irreparable harm or likelihood of success (Minute Order, 06/18/2025).

**Petitioner has clearly stated that failure to enjoin Coinbase will result in:**

- Permanent loss of ~4,000 NFTs, 202 unique legendary NFTs, and wallet access to NFT marketplace accounts (Verified Compl., ¶24);
- CSVG presale delay (Verified Compl., ¶38);
- Unlawful uses of biometrics and coercion into biometric surveillance;
- Reputational harm in not limited to the cryptocurrency industry (Verified Compl., ¶34).
- Continued attacks and damages to livelihood

**These issues were set out in:**

- Verified Complaint ¶¶43, 51;
- Declaration of Russell Rope (06/13/2025), p. 3–5;
- Renewed Application, Section "Irreparable Harm";
- Proposed TRO, Paragraph 1.

**III. WHY THE SUPERIOR COURT ERRED**

The trial court abused its discretion by denying Petitioner's TRO applications, misapplying Cal. Civ. Code §3422 and Cal. Code Civ. Proc. §527 (IT Corp., 35 Cal.3d at 69).

### **A. Judge Chalfant's Errors (June 11, 2025)**

1. **Notice (CRC 3.1203):** The court erred in finding insufficient notice, as Petitioner served Coinbase's agent via certified mail on June 10, 2025, and made reasonable effort to provide immediate electronic notice to escalations@coinbase.com on June 10, 2025 (Decl., 06/13/2025). Coinbase's refusal to respond (Verified Compl., ¶41) justified ex parte urgency;
2. **Clarity of Allegations:** The court overlooked Petitioner's business as an entrepreneur and digital artist (Verified Compl., ¶17) and the June 30, 2025, deadline's significance (Verified Compl., ¶43, Exh. A).

### **B. Judge Goorvitch's Errors (June 18, 2025)**

1. **Irreparable Harm:** The court ignored evidence of unrecoverable NFT loss due to blockchain immutability (Verified Compl., ¶24; Cohen, 40 Cal.3d at 286). Petitioner's declaration detailed \$1 million minimum valuation based on comparable sales (Decl., 06/13/2025, p. 4; Verified Compl., ¶25).
2. **Likelihood of Success:** The court dismissed Petitioner's conversion claim (Verified Compl., ¶52), which is likely to succeed, as Coinbase's lockout violates property rights (Fremont Indem. Co., 148 Cal.App.4th 97, 119).
3. **Due Process:** Denying a hearing on both applications prejudiced Petitioner's ability to present evidence (Cal. Code Civ. Proc. §527(a)).

**C. Legal Standard:** Under §3422(c) & §527(a), a TRO is warranted where irreparable harm is imminent, no legal remedy exists, and equities favor relief. Petitioner's evidence of unique NFT loss, Coinbase's coercive conduct, and the June 30 deadline satisfies the criteria (Verified Compl., ¶¶43, 48).

#### **IV. REQUESTED RELIEF**

Petitioner respectfully requests this Court to:

1. **Issue a peremptory writ of mandate or prohibition** directing the trial court to enter the requested TRO as stated in Petitioner's June 13, 2025 [Proposed] Order, including authorization for expedited enforcement and service by the Los Angeles (and/or Sacramento) County Sheriff's Department.
2. Or, in the alternative, **grant emergency injunctive relief directly**, ordering Coinbase to:
  - Transfer all of Plaintiff's Web3 assets;
  - Bear the expense and liability for asset migration;
  - Release Web3 Wallet private keys or seed phrases as required;
  - Refrain from requiring biometric verification.
3. Grant other just relief, including costs and expedited review by June 30, 2025.

## V. CONCLUSION

The trial court's erroneous denials misapplied §3422 and §527, ignoring evidence of irreparable harm and denying Petitioner due process. To prevent permanent loss of unique digital assets, this Court should issue a writ of mandate, stay, or direct injunctive relief.

Respectfully submitted,

**Dated:** June 19, 2025

**/s/ Russell Rope**

*Petitioner In Pro Per*

justice@russellrope.com



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**IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
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**RUSSELL ROPE,**  
Petitioner,

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**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF LOS ANGELES, &  
THE HONORABLE STEPHEN I. GOORVITCH,**  
Respondents,

**COINBASE, INC.,**  
Real Party in Interest.

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**Case No.** \_\_\_\_\_  
*Superior Court Case No. 25STCV16692*

**PETITIONER'S APPENDIX OF EXHIBITS**  
**In Support of Emergency Petition for Writ of Mandate / TRO**

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**COVER SHEET**

**Filed by: Russell Rope, In Pro Per**

**Date: June 19, 2025**

This Appendix compiles the documentary record cited in the accompanying writ petition. All exhibits are true and correct copies of documents filed or received in the Superior Court of Los Angeles, Case No. 25STCV16692, or otherwise referenced in Petitioner's declaration. Sensitive data (e.g., wallet addresses) redacted per Cal. Rules of Court, Rule 1.201.

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## INDEX OF EXHIBITS

#	Description	Filing / Date	Pages
A	Verified Complaint	Filed 6-10-2025	3 – 24
B	First Ex Parte Application for TRO, Declarations, Exhibits	Filed 6-10-2025	24 – 48
C	Minute Order – Judge Chalfant Denial	Issued 6-11-2025	49
D	Renewed Ex Parte Application & Supplemental Declaration	Filed 6-13-2025	51 – 60
E	[Proposed] Temporary Restraining Order	Filed 6-13-2025	61 – 63
F	Minute Order – Judge Goorvitch Denial	Issued 6-18-2025	64 – 66

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## DECLARATION OF AUTHENTICITY

I, **Russell Rope**, declare that the attached exhibits are true and correct copies of the originals on file with the Superior Court, Case No. 25STCV16692, or in my possession. The only modifications consist of filled-in case numbers and completed signature lines. No substantive changes have been made to the content of these documents. I am competent to testify to these facts. I declare under penalty of perjury under the laws of the State of California that, to the best of my knowledge, the foregoing is true and correct.

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Executed this 19<sup>th</sup> day of June, 2025, at Los Angeles, California.

*/s/ Russell Rope, Petitioner (In Pro Per)*

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# **EXHIBIT A**

## **Verified Complaint**

Filed 6-10-2025

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RUSSELL ROPE  
ID 1607 POB 1198  
Sacramento, CA 95812  
310-663-7655  
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In Pro Per

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

Case No.: 25STCV16692

RUSSELL ROPE,

Plaintiff,

v.

COINBASE, INC. & DOES 1-20,

Defendant(s)

**VERIFIED COMPLAINT FOR:**

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

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TABLE OF CONTENTS

I. Introduction 3

II. Definitions 3

III. Nature of the Action 4

IV. Parties 6

V. Jurisdiction & Venue 7

VI. General Allegations 7

VII. Causes of Action 10

VIII. Prayer for Relief 16

IX. Verification 17

## I. INTRODUCTION

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

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

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

## II. DEFINITIONS

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

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

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

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

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

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

## III. NATURE OF THE ACTION

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

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

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

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

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



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

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

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

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

#### 3 4 **IV. PARTIES**

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

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

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

## **V. JURISDICTION AND VENUE**

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

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

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

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

## **VI. GENERAL ALLEGATIONS**

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

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

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

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

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

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

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

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

25  
26 32) Plaintiff objected to Biometric Verification due to privacy concerns, medical issues, and synthetic  
27 identity risks, which Coinbase disregarded oppressively.  
28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII. CAUSES OF ACTION

### First Cause of Action:

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

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

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

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

## **Second Cause of Action:**

### **Conversion (Common Law)**

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

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

## **Third Cause of Action:**

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

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



55) Plaintiff seeks restitution, disgorgement, and injunctive relief.

**Fourth Cause of Action:**

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

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

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

**Fifth Cause of Action:**

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

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

59) Plaintiff seeks damages and equitable relief.

**Sixth Cause of Action:**

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

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

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

**Seventh Cause of Action:**

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

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

63) Plaintiff seeks compensatory and punitive damages.

**Eighth Cause of Action:**

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

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

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

**Ninth Cause of Action:**

**Defamation** (Common Law)

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

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

67) Plaintiff seeks damages and injunctive relief.

#### **Tenth Cause of Action:**

##### **False Light (Common Law)**

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

69) Plaintiff seeks damages and injunctive relief.

#### **Eleventh Cause of Action:**

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

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

71) Plaintiff seeks damages and equitable relief.

**Twelfth Cause of Action:**

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

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

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

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

**Thirteenth Cause of Action:**

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

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

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

**Fourteenth Cause of Action:**

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

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

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

78) Plaintiff seeks damages and injunctive relief.

**Fifteenth Cause of Action:**

**Civil Conspiracy** (Common Law)

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

80) Plaintiff seeks damages and injunctive relief.

**Sixteenth Cause of Action:**

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

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

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

**Seventeenth Cause of Action:**

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

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

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

**VIII. PRAYER FOR RELIEF**

85) Plaintiff prays for judgment against Defendants as follows:

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

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

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

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

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

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

10  
11 **IX. VERIFICATION**

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

15  
16  
17 Dated this 4<sup>th</sup> day of June, 2025

18 /s/ Russell Rope

19 *Russell Rope, Pro Se Plaintiff*

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# **EXHIBIT B**

**First Ex Parte Application for TRO, Declarations, Exhibits**

Filed 6-10-2025

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RUSSELL ROPE  
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In Pro Per

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

RUSSELL ROPE,

Plaintiff,

v.

COINBASE, INC. & DOES 1-20,

Defendant(s)

Case No.: 25STCV16692

**EX PARTE APPLICATION FOR  
TEMPORARY RESTRAINING ORDER;  
MEMORANDUM OF POINTS AND  
AUTHORITIES; DECLARATION IN  
SUPPORT; DECLARATION RE NOTICE**

Hearing Date: 6-11-25 Dept: 85

Judge: Chalfant

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**TO THE COURT AND TO ALL INTERESTED PARTIES:**

1) Plaintiff Russell Rope respectfully applies ex parte for a Temporary Restraining Order (TRO) to compel Defendant Coinbase, Inc. to immediately restore full and permanent access to Plaintiff's custodial Web3 Wallet, or alternatively, to securely disclose the private keys or passphrase for said wallet to enable transfer to a noncustodial wallet under Plaintiff's control, preferably in-camera or via a court-approved secure method (Proposed TRO, ¶¶ 2–3).

2) This application is made pursuant to California Code of Civil Procedure §527, California Civil Code §3422, and related equitable principles. Plaintiff seeks emergency relief due to Coinbase's imminent June 30, 2025, deadline threatening permanent destruction of Plaintiff's digital assets, including unique NFTs, resulting in irreparable harm (Verified Complaint, ¶¶ 43, 51).

**RELIEF REQUESTED**

3) Plaintiff respectfully requests the Court issue a TRO enjoining Coinbase, Inc., its agents, employees, and those acting in concert, from:

- a) Destroying, deleting, transferring, or otherwise rendering inaccessible Plaintiff's digital assets, including the Web3 Wallet and its holdings (e.g., ~4,000 NFTs and cryptocurrency, Verified Complaint, ¶ 24) stored in Coinbase's custodial Web3 Wallet services (Proposed TRO, ¶ 1(a));
- b) Requiring or imposing biometric verification (e.g., facial scans, 3D selfies) as a condition for accessing or recovering Plaintiff's Web3 Wallet or its associated Coinbase account (Proposed TRO, ¶ 1(b));
- c) Interfering with Plaintiff's administrative control or listings for NFT collections (e.g., "Classy Savage" on OpenSea, Rarible, Magic Eden) linked to the Web3 Wallet, or engaging in retaliatory or harassing actions, such as disabling login functionality to third-party platforms (Proposed TRO, ¶ 1(c–d));
- d) Alternatively, compelling Coinbase to securely disclose the private keys or passphrase for the Web3 Wallet within five court days, in-camera or via a court-approved secure method, to enable transfer of digital assets to a noncustodial wallet (Proposed TRO, ¶ 3).

## MEMORANDUM OF POINTS AND AUTHORITIES

### I. Introduction

4) Plaintiff is an entrepreneur, brand, and NFT creator whose Coinbase Web3 Wallet contains unique digital assets, primarily NFT collections (~4,000 NFTs valued at \$1M–\$100M+, potentially higher, Verified Complaint, ¶ 24). These assets are critical to Plaintiff’s business operations on OpenSea, Rarible, and Magic Eden (Complaint, ¶ 17). Since April 19, 2025, Coinbase has locked Plaintiff out of the Web3 Wallet and Coinbase account, demanding coercive biometric verification (e.g., facial scans, 3D selfies) not previously required (Complaint, ¶¶ 10, 30; Declaration, ¶¶ 18, 27). Coinbase’s June 30, 2025 “sunset” notice threatens permanent loss of access and assets, causing irreparable harm (Complaint, ¶ 43, 51; Declaration, § 38).

### II. Legal Standard

5) Under Cal. Code Civ. Proc. §527(a), a TRO may issue ex parte to prevent immediate and irreparable injury before a hearing. Irreparable harm is established where monetary compensation is inadequate or the property is unique (Cal. Civ. Code §3422; Robbins v. Superior Court (1985) 38 Cal.3d 199, 207). The court balances hardships, favoring the applicant if harm outweighs defendant’s burden (IT Corp. v. County of Imperial (1983) 35 Cal.3d 63, 69–70). Protection of constitutional privacy rights, including against coerced biometric data collection, further justifies relief (White v. Davis (1975) 13 Cal.3d 757, 775; Cal. Civ. Code §1798.81.5). Explanation: Changed Robbins pinpoint to 207 for specific irreparable harm discussion.

### III. Application

6) Irreparable Harm: Plaintiff’s Web3 Wallet contains unique NFTs (~4,000, Complaint, ¶ 24), critical to business operations. Permanent loss by June 30, 2025, cannot be compensated monetarily (Declaration, ¶ 38).

1 7) Balance of Hardships: Plaintiff faces loss of livelihood, reputation, and investments, while Coinbase  
2 faces minimal burden in restoring access or disclosing keys (Declaration, ¶¶ 34, 39; TRO, ¶¶ 2–3).

3 8) Biometric Privacy: Coinbase’s biometric demands (e.g., 3D facial scans) violate standard KYC  
4 practices and privacy rights (Complaint, ¶ 30; Declaration, ¶ 21; Cal. Civ. Code §1798.81.5).

5 9) Likelihood of Success: Plaintiff’s claims (e.g., Claim and Delivery, Intentional Interference,  
6 Complaint, ¶¶ 50–65) are supported by evidence of Coinbase’s and DOES 1–20’s malice and non-  
7 responsiveness (Declaration, ¶¶ 28–31, 37; Complaint, ¶¶ 19, 27, 31).

8 10) Without a TRO, Plaintiff’s digital assets and business will be irrevocably lost.  
9

10  
11 **DECLARATION IN SUPPORT**

12 11) [Incorporated by reference: Declaration of Russell Rope, filed concurrently, detailing lockout since  
13 April 19, 2025, biometric demands, NFT value, and urgency of June 30, 2025, deadline (Declaration, ¶¶  
14 17–18, 35, 38).]

15  
16 **DECLARATION RE: NOTICE**

17 I, Russell Rope, declare:

18 12) I am the Plaintiff in this action.

19 13) This is an ex parte request due to imminent and irreparable harm—Coinbase’s policy threatens asset  
20 loss by June 30, 2025 (Verified Complaint, ¶ 43; Declaration, ¶ 38).

21 14) I attempted to provide notice of this application to Defendant, but Defendant failed to respond to  
22 my formal cease-and-desist letter sent May 14, 2025, and subsequent communications (Verified  
23 Complaint, ¶ 13; Declaration, ¶ 28). Further delay risks irreversible loss of digital assets by June 30,  
24 2025, and emergency relief is necessary to prevent injustice (Cal. Rules of Court, Rule 3.1204).  
25

26 15) I posted public notices and attempted to resolve the matter through Coinbase support channels (case  
27 #23176995, April 19, 2025) and legal demand, to no avail (Declaration, ¶¶ 19, 28).  
28

16) I request that the Court waive any possibly remaining notice requirement due to the urgent and time-sensitive nature of this emergency.

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

Dated this 10<sup>th</sup> day of June, 2025

*/s/ Russell Russell Rope, Plaintiff In Pro Per*

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7

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

10 RUSSELL ROPE,  
11

12 Plaintiff,

13 v.

14 COINBASE, INC. & DOES 1-20,

15 Defendant(s)  
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Case No.: 25STCV16692

DECLARATION IN SUPPORT OF  
APPLICATION FOR TEMPORARY  
RESTRAINING ORDER

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

1 I, Russell Rope, declare as follows:

2 **I. PERSONAL KNOWLEDGE AND COMPETENCY**

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

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

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

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

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

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

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

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

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

26 8) As of June 2025, the wallet contains: a) The sole key to access and administer my NFT marketplace  
27 accounts, collections, listings, sales, and royalties on multiple platforms; b) Approximately 400 NFTs,  
28

including 202 unique items across 6 collections I created (~240 currently listed, 160 ready for listing, Verified Complaint, ¶ 24); c) ETH Balance: 0.018034253552720271 ETH (valued at approximately \$47.07 at current market rates); d) Additional cryptocurrencies valued at approximately \$10.

9) I have invested approximately \$435.35 USD in gas and transaction fees (equivalent to 0.17413947 ETH) to build and maintain my digital asset portfolio.

10) I have invested approximately \$100 on domain name registration, hosting, and printing.

11) I have invested a lifetime of experience; time in excess of 40 hours/week for 2 years (4,320 hours).

12) All transactions and holdings are verifiable on-chain, not limited to (TRO/Discovery for full list):

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

#### IV. BUSINESS OPERATIONS AND MARKETPLACE ACCESS

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

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

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

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

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

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

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

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

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

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

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

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

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



1 long-term appreciation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VIII. BUSINESS INTERFERENCE AND DAMAGES**

32) Coinbase’s lockout has prevented me from managing my business operations, including:

a. Unable to access my Web3 Wallet for transactions;

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

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

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

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

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

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

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

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

**X. URGENCY AND IRREPARABLE HARM**

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

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

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

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

Dated this 10<sup>th</sup> day of June, 2025

/s/ Russell Rope

*Russell Rope, Pro Se Plaintiff*

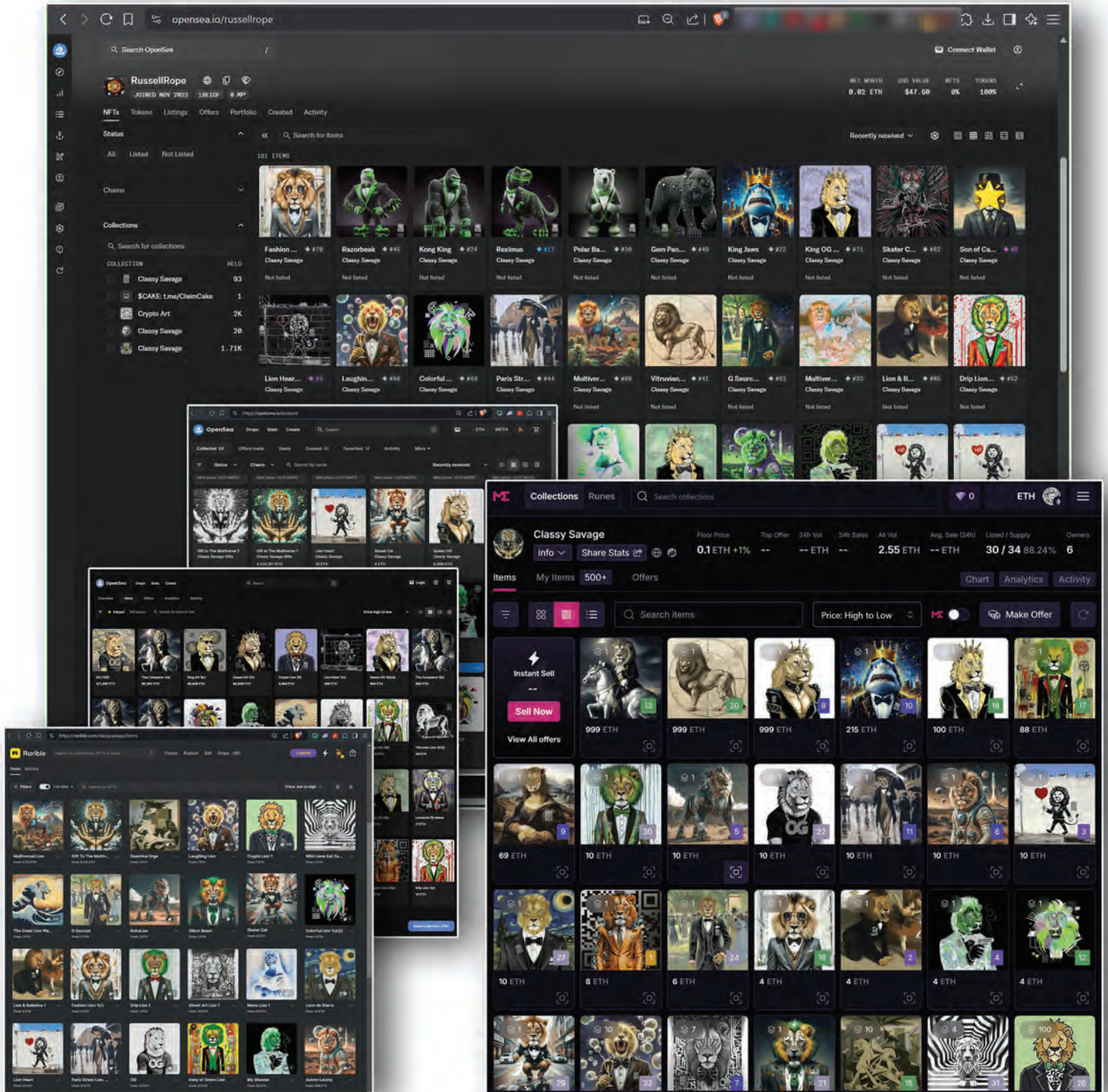


## EXHIBIT 1

### SCREENSHOTS OF NFT COLLECTIONS ON MARKETPLACES

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

Date: Various Dates (2023-2025)

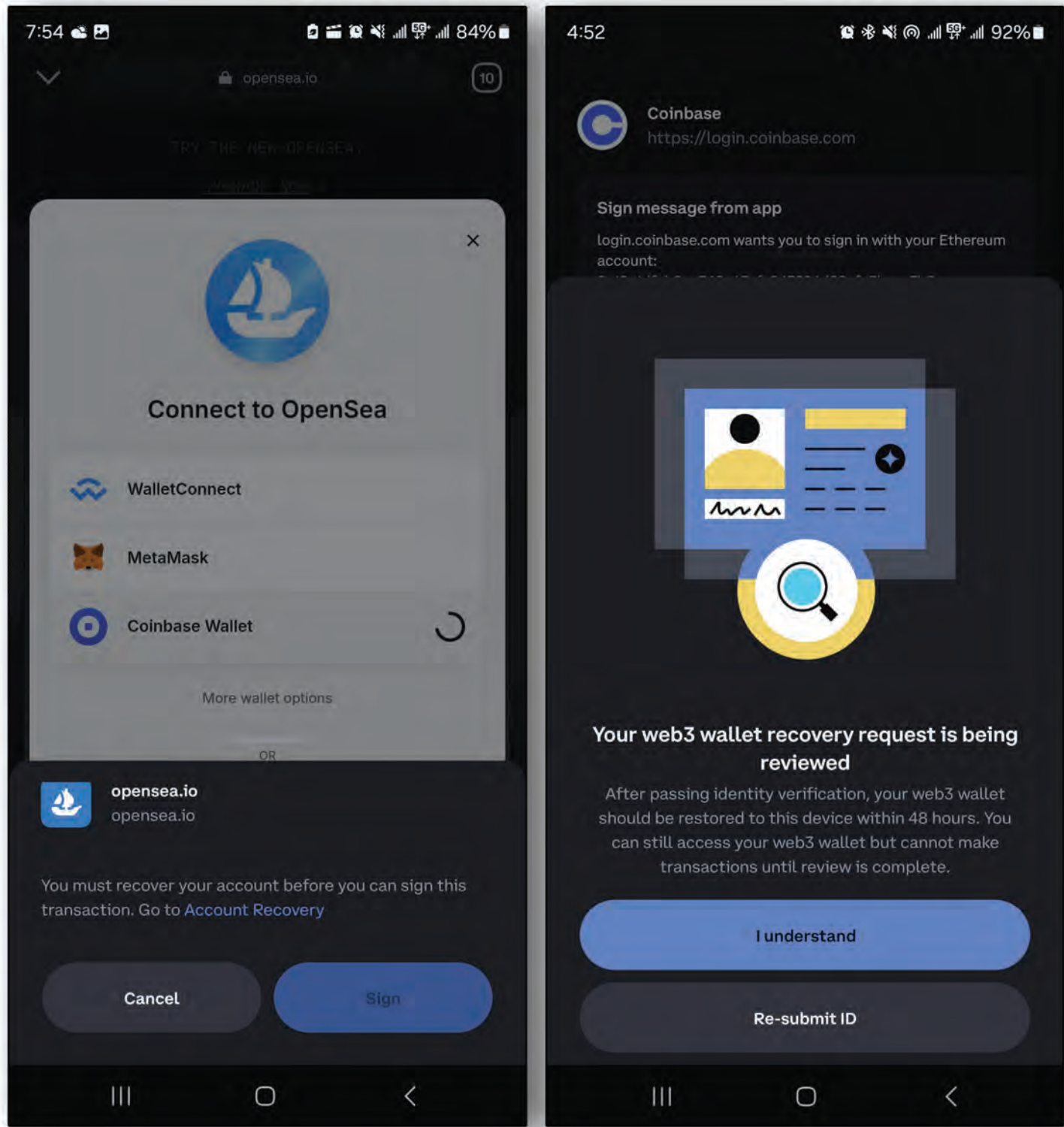


**EXHIBIT 2**

**SCREENSHOTS DISPLAYING PROOF OF LOCKOUT**

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

Date: 4-19-2025





**EXHIBIT 3**

SCREENSHOT OF SUPPORT CHAT DISCONNECTION ATTEMPTS EACH TIME THEY WERE WRONG

Source: coinbase.com

Date: Various Dates (4-19-2025)

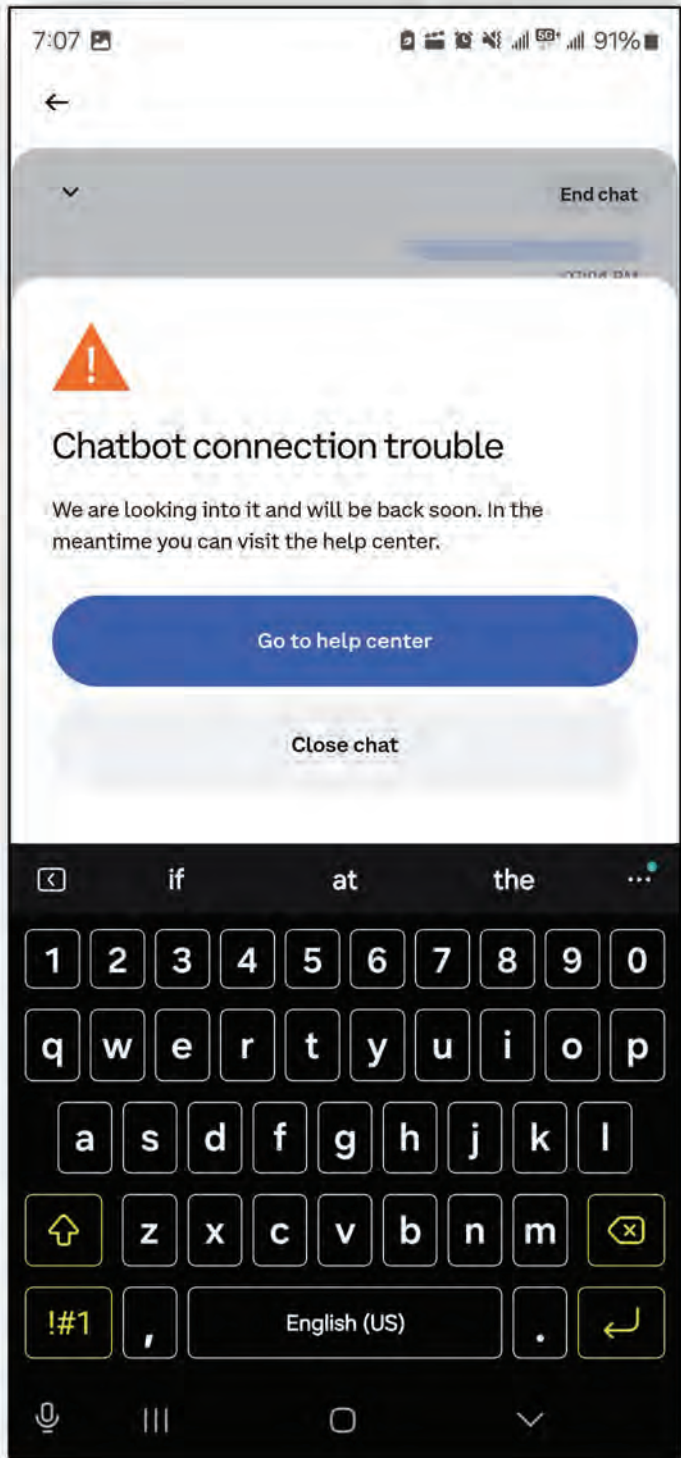
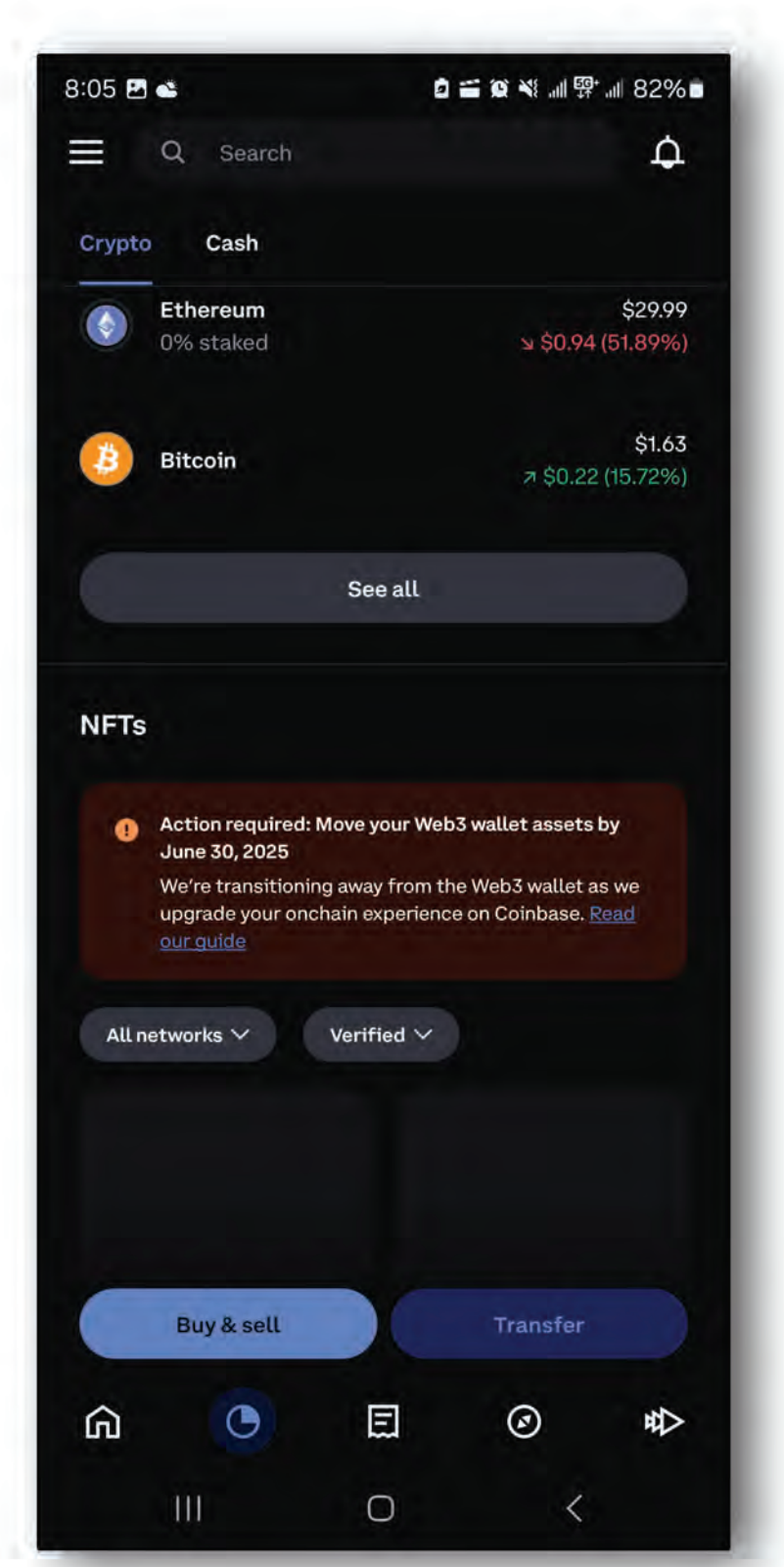


EXHIBIT 4

SCREENSHOT DISPLAYING THREAT OF IRREPARAPBLE LOSS

Source: Coinbase App

Date: 4-19-2025



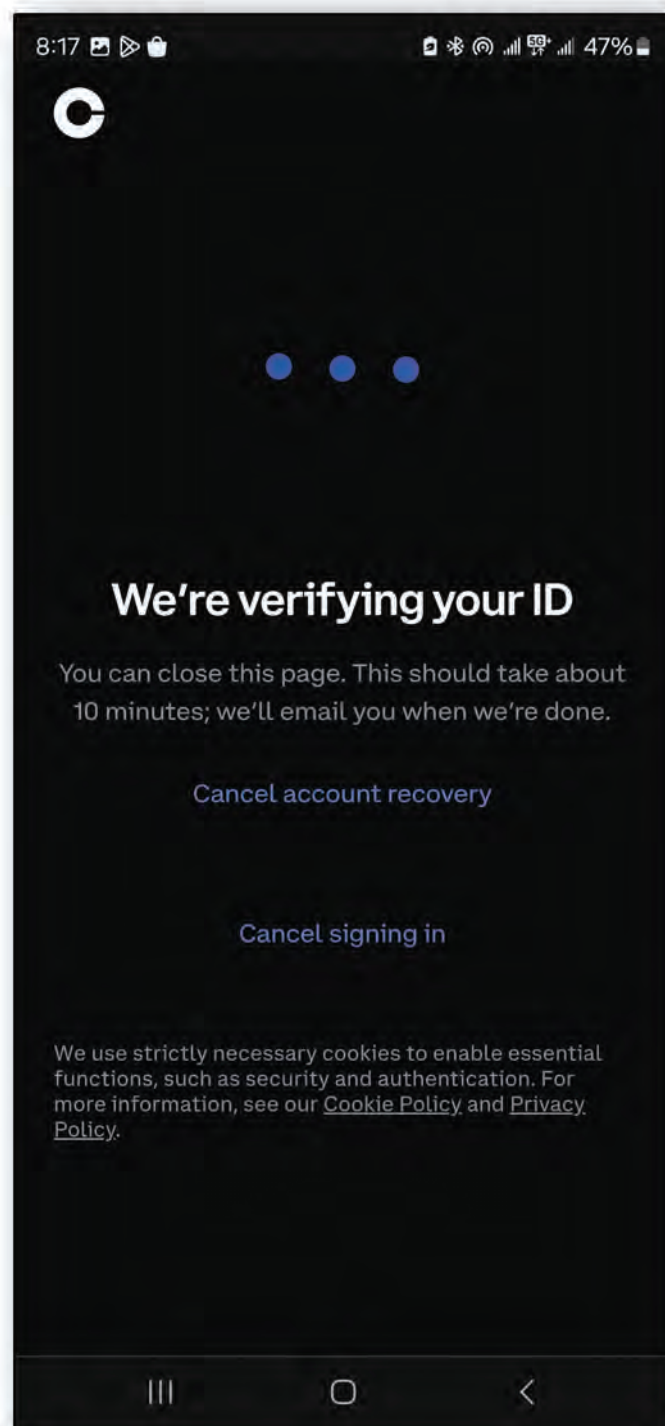


## EXHIBIT 5

### SCREENSHOT DISPLAYING TIMING DISCREPENCIES

Source: Coinbase App

*Date: 5-15-2025*

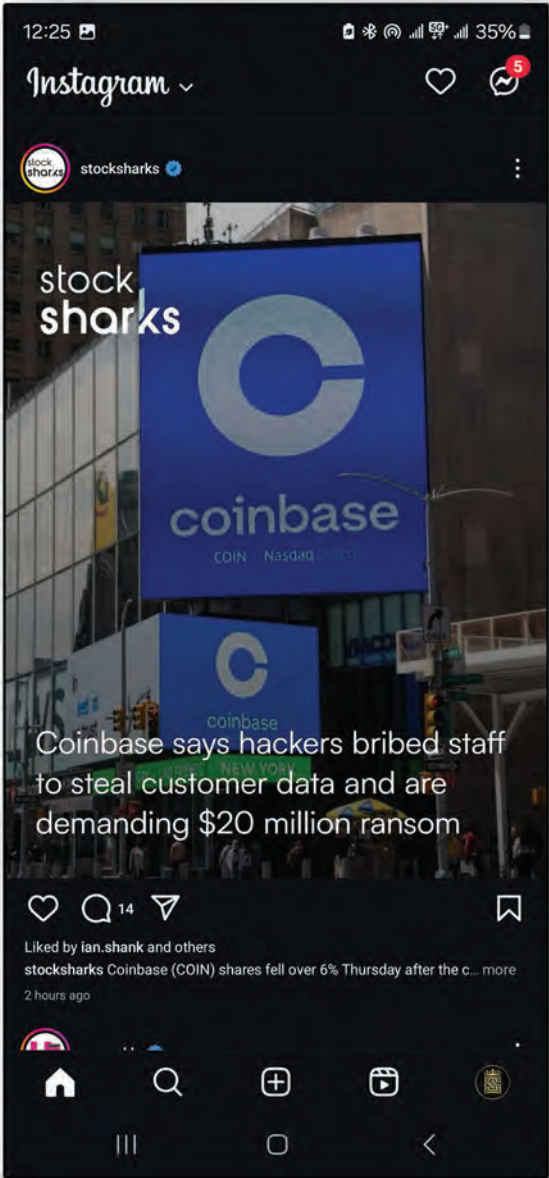


**EXHIBIT 6**

**SCREENSHOTS DISPLAYING RELEVANT NEWS FOLLOWING OFFICIAL DEMAND LETTER**

Source: Instagram App

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



1 RUSSELL ROPE  
ID 1607 POB 1198  
2 Sacramento, CA 95812  
3 310-663-7655  
justice@russellrope.com  
4 In Pro Per  
5  
6  
7

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

10 RUSSELL ROPE,  
11

12 Plaintiff,

13 v.

14 COINBASE, INC. & DOES 1-20,  
15

Defendant(s)  
16  
17  
18  
19  
20  
21  
22  
23  
24

Case No.: 25STCV16692

[PROPOSED]

TEMPORARY RESTRAINING ORDER

25 [PROPOSED] TEMPORARY RESTRAINING ORDER

26 This matter came before the Court on Plaintiff's **Ex Parte Application for Temporary Restraining**  
27 **Order** against Defendant **COINBASE, INC.**, filed concurrently with the Verified Complaint and  
28 Declaration of Russell Rope.

1 Having reviewed the Complaint, Declarations, and supporting documents, and good cause appearing due  
2 to the imminent threat of permanent asset loss by June 30, 2025, as alleged in Plaintiff's Verified  
3 Complaint (§§ 43, 51):

4 **IT IS HEREBY ORDERED THAT:**

- 5 1) **Defendant COINBASE, INC.** and its agents, employees, representatives, contractors,  
6 subsidiaries, or anyone acting in concert with it, are restrained and enjoined from: a. Permanently  
7 deleting, disabling, transferring, or otherwise restricting access to Plaintiff's custodial Web3  
8 Wallet associated with Coinbase Wallet services; b. Imposing or enforcing biometric verification  
9 requirements (e.g., facial recognition scans, live high-definition selfies) as a condition for  
10 accessing or recovering Plaintiff's Coinbase account or Web3 Wallet; c. Removing, altering, or  
11 interfering with Plaintiff's administrative control or listings for NFT collections, including the  
12 999-NFT collection (~240 current, 160 ready), linked to Plaintiff's Web3 Wallet on platforms  
13 such as OpenSea and Rarible; d. Taking any further retaliatory or harassing actions against  
14 Plaintiff, including disabling login functionality to third-party platforms integrated with the  
15 Web3 Wallet (e.g., OpenSea, Rarible) or using coercive or mocking communications.  
16
- 17 2) Alternatively, within five (5) court days of service of this Order, Defendant may temporarily  
18 restore access to both Coinbase App including the Web3 Wallet, then securely disclose the  
19 private keys or seed phrases for Plaintiff's Web3 Wallet in-camera in order to protect Plaintiff's  
20 Digital Assets until they are completely transferred to a noncustodial wallet.
- 21 3) This Order shall remain in effect until a hearing on Plaintiff's request for a preliminary  
22 injunction, to be scheduled by the Court within 15–22 days of this Order's issuance, or until  
23 further order of this Court.
- 24 4) Pursuant to Cal. Code Civ. Proc. §995.240, Plaintiff requests a waiver of the bond requirement  
25 due to his indigent status, as supported by his concurrently filed in forma pauperis application  
26 (Verified Complaint, ¶ 86(d)).  
27  
28

1 5) This Order shall be served on Defendant COINBASE, INC. via expedited sheriff-executed  
2 service, with sheriff fees waived pursuant to Plaintiff's in forma pauperis status (Verified  
3 Complaint, ¶ 86(d)), at Defendant's registered agent: Corporation Service Company, 2710  
4 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833, within two (2) court days of issuance.  
5

6 **IT IS SO ORDERED.**  
7

8 Dated this \_\_\_\_\_ day of June, 2025  
9

10 \_\_\_\_\_  
11 *Judge of The Superior Court*  
12  
13  
14  
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7

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

10 RUSSELL ROPE,  
11

12 Plaintiff,

13 v.

14 COINBASE, INC. & DOES 1-20,

15 Defendant(s)  
16  
17  
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20  
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22  
23  
24

Case No.: \_\_\_\_\_

**DECLARATION OF DUE DILIGENCE  
REGARDING SERVICE OF PROCESS**

25 **Disclaimer & Notice of Copyright:** This document, including all content, allegations, and exhibits, is  
26 the original work of Plaintiff Russell Rope and is protected by copyright © 2025 Russell Rope. All  
27 rights reserved. No part of this document may be reproduced, distributed, or transmitted in any form  
28 without the express written permission of the copyright holder, except as permitted by law.

1 **I, Russell Rope, declare:**

2  
3 1) I am the Plaintiff in this action, representing myself in pro per.

4  
5 2) I have made repeated efforts to notify and serve Defendant **Coinbase, Inc.**, including through:

6  
7 a. **Certified Mail:** Priority Express (overnight) – A cease and desist and demand letter was  
8 sent to Coinbase’s registered agent via **certified mail** on or around **May 14, 2025**, directed  
9 to: **CSC - Lawyers Incorporating Service**

10 2710 Gateway Oaks Drive, Suite 150N

11 Sacramento, CA 95833

12 b. **Email:** I sent notice and the same letter to multiple Coinbase email addresses, including:

13 [support@coinbase.com](mailto:support@coinbase.com), [escalations@coinbase.com](mailto:escalations@coinbase.com), & [legal@coinbase.com](mailto:legal@coinbase.com)

14  
15 c. **Coinbase Support System:** I submitted the cease, desist, and demand letter plus relevant  
16 legal documents through Coinbase’s browser-based support systems. My ongoing case  
17 reference is: **#23176995**.

18 d. **Public Posting:** I posted notice of my legal claims and correspondence, including the  
19 cease-and-desist letter, @ <https://russellrope.com/RRvsCB-CDD21-redacted.pdf>

20 e. **Social Media Publication:** I published reference to this legal dispute and claims on social  
21 platforms used in connection with my business and professional reputation.

22 f. **Public Posting:** I posted everything @ <https://russellrope.com/real-legaltrilog-revolution>

23  
24  
25 3) Despite these efforts, Coinbase has failed to respond substantively or acknowledge any of my legal  
26 claims, and continues to ignore requests for accommodation, dispute resolution, or preservation of  
27 assets.  
28

1 4) Due to my **in forma pauperis status**, I respectfully request that the Court allow **service by certified**  
2 **mail** and/or authorize **service via court-ordered alternative method**, as personal service through  
3 sheriff or professional process server is **not financially feasible**, especially given Defendant's out-of-  
4 state agent and unresponsiveness.

5  
6 5) Given the emergency circumstances and **June 30, 2025** deadline imposed by Coinbase, I am  
7 preparing to **overnight** a copy of the Complaint, TRO Application, Summons, and supporting  
8 documents via **certified mail** with return receipt requested to Coinbase's registered agent.  
9

10 I declare under penalty of perjury under the laws of the State of California that, to the best of my  
11 knowledge, the foregoing is true and correct.  
12

13  
14 Dated this 10<sup>th</sup> day of June, 2025

/s/ Russell Rope

15  
16 *Russell Rope, Plaintiff In Pro Per*  
17  
18  
19  
20  
21  
22  
23  
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25  
26  
27  
28



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# **EXHIBIT C**

**Minute Order – Judge Chalfant Denial**

Issued 6-11-2025

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**  
**Civil Division Central District,**  
**Stanley Mosk Courthouse,**  
**Department 85**  
**25STCV16692**

**RUSSELL ROPE vs COINBASE, INC.**

June 11, 2025 8:30 AM

Judge: Honorable James C. Chalfant Judicial Assistant; Gerardo Garcia Courtroom Assistant: Carmen Del Rio

CSR: None ERM: None Deputy Sheriff: None

**APPEARANCES:**

For Plaintiff(): Russell Rope For Defendant(s): No Appearances

**NATURE OF PROCEEDINGS:**

Hearing on Ex Parte Application for Temporary Restraining Order

In chambers, the Court makes the followings findings and order: The Ex Parte Application for Temporary Restraining Order filed by Russell Rope on 06/10/2025 is Denied.

Plaintiff applies for a temporary protective order to prevent Defendant from requiring biometric verification for entry to Plaintiffs account. No notice given because Defendant did not respond to cease and desist order.

Plaintiff says that he is NFT creator and digital artist. He has collections on three major marketplaces. He opened a Coinbase account in Nov. 2023 using his driver's license. On April 19, Defendant demanded biometric verification for access to his "wallet". This is not standard practice. It is interfering w/ Plaintiff's business. Defendant has created a 6/30 deadline at which something will happen, not clear what.

Denied in chambers without hearing for the following reasons. First, lack of notice. Notice is required under CRC 3.1203. Defendant's lack of response to cease and desist does not overcome this requirement. Second, Plaintiff does not adequately explain his business, Defendant's business, or the June deadline. Plaintiff also provides no legal authority why Defendant has no right to change its access requirements. Third, Plaintiff does not explain why he cannot take his business elsewhere. Therefore, inadequate showing of probability of success and irreparable harm. Clerk to give notice.

*(text from smart phone scan of clerk printout)*

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# **EXHIBIT D**

**Renewed Ex Parte Application & Supplemental Declaration**

Filed 6-13-2025

---

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3 310-663-7655  
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7

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

10 RUSSELL ROPE,  
11

12 Plaintiff,

13 v.

14 COINBASE, INC. & DOES 1-20,  
15

Defendant(s)  
16  
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24

) Case No.: 25STCV16692

) **SUPPLEMENTAL DECLARATION**

) **of Russell Rope – Filed in Support of Renewed**

) **Ex Parte Application for TRO – June 20, 2025**

25 **Disclaimer & Notice of Copyright:** This declaration and the exhibits attached to the Renewed Ex Parte  
26 Application are the work of Plaintiff Russell Rope and are protected by copyright © 2025 Russell Rope.  
27 All rights reserved. Reproduction or distribution for purposes other than judicial proceedings requires  
28 express written permission from the copyright holder.

1 I, Russell Rope, declare as follows. I am over the age of 18, of sound mind, and competent to make this  
2 declaration.

3  
4 1) I am the Plaintiff, appearing in pro per, and submit this declaration to support my Renewed Ex Parte  
5 Application for a Temporary Restraining Order (TRO), addressing the Court's June 11, 2025, denial. I  
6 respectfully request a live hearing to clarify my notice efforts and to ensure the Court has the  
7 opportunity to fully review the merits of this renewed application.

8 2) On June 11, 2025, I appeared at Stanley Mosk Courthouse, Department 85, for my original Ex Parte  
9 Application hearing. I had proof of service showing the TRO packet was mailed to Coinbase, Inc.'s  
10 registered agent (Corporation Service Company, 2710 Gateway Oaks Drive, Suite 150N, Sacramento,  
11 CA 95833) via USPS Priority Express Mail (Tracking #ER195326498US) on June 10, 2025, with  
12 confirmed delivery on June 12, 2025.

13  
14 3) The Court's "lack of notice" denial overlooked my notice efforts. I mailed the packet to CSC on June  
15 10, 2025, emailed Coinbase's verified escalations email address on June 10, 2025, uploaded documents  
16 to their support portal on June 10, 2025, and posted public notice on my website and social platforms on  
17 June 10, 2025. On June 13, 2025, I served the renewed TRO packet via Certified Mail to CSC for the  
18 requested June 20, 2025 hearing, per Cal. Rules of Court, Rule 3.1204(a), and again made efforts to  
19 provide fair notice via the aforementioned methods of communication. Should they not appear and  
20 provide opposition prior to June 20, 2025, Coinbase's non-response to my May 14, 2025, cease-and-  
21 desist letter, together with my good faith attempts to provide notice by multiple methods in addition to  
22 formal service, justify a notice waiver (Verified Complaint, ¶ 13).

23  
24 4) My business, Classy Savage ([classysavageart.com](https://classysavageart.com)), manages ~4,000 NFTs (202 unique items, valued  
25 at \$1M-\$100M+, Verified Complaint, ¶ 24) on OpenSea, Rarible, and Magic Eden. I create and own all  
26 assets, develop the website and CSVG token for digital art monetization. I personally conduct all  
27 creative, technical, marketing, business, and legal operations. My Coinbase Web3 Wallet is critical for  
28 NFT transactions.

1 5) Coinbase, Inc., a cryptocurrency exchange, provides custodial Web3 Wallet services, controlling  
2 private keys (Verified Complaint, ¶ 10). On April 19, 2025, Coinbase locked my verified account,  
3 demanding biometric verification (invasive 3D selfies) beyond my initial authentication (email, phone,  
4 driver's license).

5  
6 6) Coinbase's June 30, 2025, policy will make deactivated Web3 Wallets inaccessible, threatening loss  
7 of my ~4,000 NFTs, 0.018 ETH (\$47.07), and ~\$10 in other crypto. Because Coinbase maintains  
8 custodial control of the wallet, I am unable to transfer the contents myself, and Coinbase's unilateral  
9 sunset deadline will result in permanent loss (Verified Complaint, ¶ 43).

10 7) The Court allegedly found no legal authority against Coinbase's predatory biometric demands.  
11 Requiring biometrics after verified identity violates Cal. Civ. Code §1798.81.5, which requires  
12 businesses to implement reasonable security procedures and practices. Forcing users to submit facial  
13 biometric data after already verifying identity — and without offering reasonable alternatives —  
14 exceeds that threshold and creates undue risk.

15  
16 8) The Court's suggestion to "take my business elsewhere" is the plan, yet infeasible, as Coinbase holds  
17 my private keys and passphrase (Verified Complaint, ¶ 30). Losing my unique NFTs is irreparable harm  
18 (Cal. Civ. Code §3422; Robbins v. Superior Court (1985) 38 Cal.3d 199, 207).

19  
20 9) I have a likelihood of success on Claim and Delivery (Cal. Civ. Code §3379) and Intentional  
21 Interference (Verified Complaint, ¶¶ 50–65) due to Coinbase's wrongful withholding.

22 10) The Court wrongly implied I refused KYC by omitting my email and phone verifications,  
23 mentioning only my ID. I complied with all verifications until Coinbase locked me out and demanded  
24 invasive biometric selfies as a fourth layer, ignoring requests for alternative recovery options.

25  
26 11) Coinbase's non-responsiveness supports my Claim and Delivery claim, requiring no appearance  
27 (Cal. Code Civ. Proc. §512.020(a)).  
28

1 12) I seek an order for Coinbase to transfer my ~4,000 NFTs and cryptocurrency on the Ethereum and  
2 Polygon blockchains to my cold wallet (0xe56f69BE1F7b5F3f807F0f3a5f89AD79d2bdacff) at their  
3 expense and liability, and to release the passkey(s) and passphrase in order to add my cold wallet as  
4 admin to my marketplace accounts, as I cannot afford, nor should be liable for, gas fees related to their  
5 predatory forced NFT transfers. Temporary account restoration is insufficient, as it burdens me with  
6 unaffordable gas fees. It was presented as a potential alternative but is not a viable substitute for full  
7 asset return. It imposes undue burdens, including substantial gas fees I cannot afford, and it fails to  
8 resolve the underlying deprivation of property.

9  
10 13) To protect my due process rights, I respectfully assert that a live hearing is necessary on June 20,  
11 2025 — not merely as a request, but as a demand grounded in my right to be heard. This is essential to  
12 ensure I am not again overlooked without full consideration of the record, and to allow me to fully  
13 present and prove my claims.

14  
15 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and  
16 correct.

17  
18  
19 Dated this 13<sup>th</sup> day of June, 2025

20 /s/ Russell Rope

21 *Russell Rope, Pro Se Plaintiff*

RUSSELL ROPE  
ID 1607 POB 1198  
Sacramento, CA 95812  
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justice@russellrope.com  
In Pro Per

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

RUSSELL ROPE,

Plaintiff,

V.

COINBASE, INC. & DOES 1-20,

Defendant(s)

Case No.: 25STCV16692

**RENEWED EX PARTE APPLICATION FOR  
PROPOSED TRO (CH-110);  
MEMORANDUM OF POINTS AND  
AUTHORITIES; DECLARATION IN  
SUPPORT; DECLARATION RE NOTICE**

Hearing Date: June 20, 2025; 8:30 AM Dept: 85

Judge: Hon. James C. Chalfant

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**TO THE COURT AND TO ALL INTERESTED PARTIES:**

1) Plaintiff Russell Rope applies ex parte for a TRO to compel Defendant Coinbase, Inc., to transfer ~4,000 NFTs and cryptocurrency on Ethereum and Polygon blockchains to Plaintiff's cold wallet (0xe56f69BE1F7b5F3f807F0f3a5f89AD79d2bdacff) at their expense and liability, and release passkey(s) and passphrase to enable Plaintiff to add the cold wallet as admin and remove the custodial wallet from marketplace accounts.

2) This application is made pursuant to California Code of Civil Procedure §527, California Civil Code §3422, and related equitable principles. Plaintiff seeks emergency relief due to Coinbase's imminent June 30, 2025, deadline threatening permanent destruction of Plaintiff's digital assets, including unique NFTs, resulting in irreparable harm (Verified Complaint, ¶¶ 43, 51). Additionally, pursuant to Cal. Civ. Code §1798.81.5 (CCPA, biometric privacy, from Supplemental Declaration (¶ 7).

**RELIEF REQUESTED**

3) Plaintiff requests the Court issue a TRO ordering Coinbase, Inc., its agents, employees, and those acting in concert, to:

- a) Transfer ~4,000 NFTs and cryptocurrency on Ethereum and Polygon blockchains to Plaintiff's cold wallet (0xe56f69BE1F7b5F3f807F0f3a5f89AD79d2bdacff) at Coinbase's expense and liability (CH-110, ¶ 10(a)).
- b) Securely release passkey(s) and passphrase to Plaintiff, preferably in court on June 20, 2025, so he can safely add his cold wallet and remove the original admin to marketplace accounts (OpenSea, Rarible, Magic Eden) (CH-110, ¶ 10(b)).
- c) Cease requiring biometric verification (e.g., 3D selfies) for Plaintiff's Web3 Wallet or account (CH-110, ¶ 10(c)).
- d) Refrain from destroying, transferring, or rendering inaccessible Plaintiff's digital assets until transfer is complete (CH-110, ¶ 10(d)).

## MEMORANDUM OF POINTS AND AUTHORITIES

### I. Introduction

4) Plaintiff is an entrepreneur, brand, and NFT creator whose Coinbase Web3 Wallet contains unique digital assets, primarily NFT collections (~4,000 NFTs valued at \$1M–\$100M+, potentially higher, Verified Complaint, ¶ 24). These assets are critical to Plaintiff’s business operations on OpenSea, Rarible, and Magic Eden (Complaint, ¶ 17). Since April 19, 2025, Coinbase has locked Plaintiff out of the Web3 Wallet and Coinbase account, demanding predatory biometric verification (e.g., facial scans, 3D selfies) not previously required (Complaint, ¶¶ 10, 30; Declaration, ¶¶ 18, 27). Coinbase’s June 30, 2025 “sunset” notice threatens permanent loss of access and assets, causing irreparable harm (Complaint, ¶ 43, 51; Declaration, § 38).

### II. Legal Standard

5) Under Cal. Code Civ. Proc. §527(a), a TRO may issue ex parte to prevent immediate and irreparable injury before a hearing. Irreparable harm is established where monetary compensation is inadequate or the property is unique (Cal. Civ. Code §3422; Robbins v. Superior Court (1985) 38 Cal.3d 199, 207). The court balances hardships, favoring the applicant if harm outweighs defendant’s burden (IT Corp. v. County of Imperial (1983) 35 Cal.3d 63, 69–70). Protection of constitutional privacy rights, including against coerced biometric data collection, further justifies relief (White v. Davis (1975) 13 Cal.3d 757, 775; Cal. Civ. Code §1798.81.5). Explanation: Changed Robbins pinpoint to 207 for specific irreparable harm discussion.

### III. Application

6) Irreparable Harm: Plaintiff’s Web3 Wallet contains unique NFTs (~4,000, Complaint, ¶ 24), critical to business operations. Permanent loss by June 30, 2025, cannot be compensated monetarily (Declaration, ¶ 38).

1 7) Balance of Hardships: Plaintiff faces loss of livelihood, reputation, and investments, while Coinbase  
2 faces minimal burden in transferring assets and disclosing passkey/passphrase (Declaration, ¶¶ 34, 39;  
3 TRO, ¶¶ 2–3).

4 8) Biometric Privacy: Coinbase’s biometric demands (e.g., 3D facial scans) exceed reasonable KYC,  
5 security practices, and privacy rights (Complaint, ¶ 30; Declaration, ¶ 21; Cal. Civ. Code §1798.81.5).

6 9) Likelihood of Success: Plaintiff’s claims (e.g., Claim and Delivery, Intentional Interference,  
7 Complaint, ¶¶ 50–65) are supported by evidence, if granted permission, to be filed under seal, such as  
8 but not limited to support chat transcripts, true identities pending discovery, and business practices of  
9 Coinbase’s and DOES 1–20’s malice and non-responsiveness (Declaration, ¶¶ 28–31, 37; Complaint, ¶¶  
10 19, 27, 31).

11 10) Without a TRO, Plaintiff’s NFTs and business face permanent loss by June 30, 2025, due to  
12 Coinbase’s predatory actions.  
13  
14

#### 15 **SUPPLEMENTAL DECLARATION IN SUPPORT**

16 11) [Incorporated by reference: Supplemental Declaration of Russell Rope, filed concurrently, detailing  
17 lockout since April 19, 2025, predatory biometric demands, NFT value, and June 30, 2025, urgency  
18 (Supplemental Declaration, ¶¶ 5, 6, 12).]  
19

#### 20 **DECLARATION RE: NOTICE**

21 I, Russell Rope, declare:

22 12) I am the Plaintiff in this action.  
23

24 13) This is an ex parte request due to imminent and irreparable harm—Coinbase’s policy threatens asset  
25 loss by June 30, 2025 (Verified Complaint, ¶ 43; Declaration, ¶ 38).

26 14) I attempted to provide notice of this and the original application to Defendant. On June 10, 2025, I  
27 served via Priority Express mail (USPS tracking #ER195326498US delivered June 12, 2025) to CSC,  
28 emailed Coinbase, uploaded documents to their portal, and posted public notice. On June 13, 2025, I

served this application via Certified Mail to CSC (Supplemental Declaration, ¶ 3). Defendant failed to respond to my formal cease-and-desist letter sent May 14, 2025, **and subsequent communications** (Verified Complaint, ¶ 13; Declaration, ¶ 28). Further delay risks irreversible loss of digital assets by June 30, 2025, and emergency relief is necessary to prevent injustice (Cal. Rules of Court, Rule 3.1204).

15) I posted public notices and attempted to resolve the matter through Coinbase support channels (case #23176995, April 19, 2025) and legal demand, to no avail (Declaration, ¶¶ 19, 28).

16) I request a notice waiver due to Coinbase’s non-responsiveness and the urgent June 30 deadline (CRC 3.1204).”

**This renewed application is supported by the following documents, which are attached hereto and incorporated by reference:**

a) Supplemental Declaration of Russell Rope (June 13, 2025), clarifying the record regarding notice, account verification, and irreparable harm; b) Declaration of Due Diligence (June 10, 2025), documenting multiple methods of notice and good faith service efforts; c) Proof of Service by Mail (June, 10, 2025), confirming service on Defendant’s registered agent via USPS Priority Express Mail; d) Exhibits originally submitted with Plaintiff’s initial TRO filing; e) New and completed form CH-110, for TRO; f) New and completed form SER-001, for Sheriff service.

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

Dated this 13<sup>th</sup> day of June, 2025

/s/ Russell Rope

*Russell Rope, Plaintiff In Pro Per*

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# **EXHIBIT E**

## **[Proposed] Temporary Restraining Order**

Filed 6-13-2025

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1 Having reviewed Plaintiff's Verified Complaint, filed previously, Declarations, and supporting  
2 documents, and good cause appearing due to Coinbase's predatory lockout since April 19, 2025, and  
3 imminent threat of permanent asset loss by June 30, 2025 (Verified Complaint ¶¶ 43, 51):

4 **IT IS HEREBY ORDERED THAT:**

- 5
- 6 1) **Defendant COINBASE, INC.**, its agents, employees, and those acting in concert, shall: a)  
7 Transfer ~4,000 NFTs and cryptocurrency on Ethereum and Polygon blockchains to Plaintiff's  
8 cold wallet (0xe56f69BE1F7b5F3f807F0f3a5f89AD79d2bdacff) at Defendant's expense and  
9 liability; b) Securely release passkey(s) and passphrase in court on June 20, 2025, to enable  
10 Plaintiff to add cold wallet as admin and remove custodial wallet from marketplace accounts  
11 (OpenSea, Rarible, Magic Eden); c) Cease requiring biometric verification (e.g., 3D selfies) for  
12 Plaintiff's Web3 wallet or account; d) Refrain from destroying, transferring, or rendering  
13 inaccessible Plaintiff's digital assets until transfer is complete.
- 14 2) Impose no gas fees on Plaintiff for NFT transfers.
- 15 3) This Order remains in effect until the hearing on June 20, 2025, 8:30 AM, Dept. 85, or further  
16 order.
- 17 4) Pursuant to Cal. Code Civ. Proc. §995.240, bond is waived due to Plaintiff's approved in forma  
18 pauperis status (Case No. 25STCV16692).
- 19 5) This Order shall be served on Defendant via Sheriff by June 25, 2025, with fees waived per  
20 Plaintiff's in forma pauperis status, at Corporation Service Company, 2710 Gateway Oaks Drive,  
21 Suite 150N, Sacramento, CA 95833.

22

23

24 **IT IS SO ORDERED.**

25 Dated this \_\_\_\_\_ day of June, 2025

26

27 *Judge of The Superior Court*

28

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# **EXHIBIT F**

**Minute Order – Judge Goorvitch Denial**

Issued 6-18-2025

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

**Civil Division**

Central District, Stanley Mosk Courthouse, Department 82

**25STCV16692**

**RUSSELL ROPE vs COINBASE, INC.**

June 18, 2025

10:45 AM

Judge: Honorable Stephen I. Goorvitch

Judicial Assistant: R. Mendoza

Courtroom Assistant: None

CSR: None

ERM: None

Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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**NATURE OF PROCEEDINGS:** Court Order: Order on Ex Parte Application

The matter is not called for hearing.

The matter is held in Department 82 as Department 85 is dark the date of the scheduled Ex Parte Application.

The court in chambers reviews the ex parte application and rules as follows:

Plaintiff Russell Rope ("Plaintiff"), a self-represented party, filed this action against Coinbase, Inc. ("Coinbase" or "Defendant") for "wrongfully withholding access to Plaintiff's Web3 Wallet containing potentially priceless Digital Assets valued at \$2 million to hundreds of millions, with intend to cause injury." Specifically, Plaintiff alleges that "Defendants are attempting to coerce Biometric Verification without consent."

On June 10, 2025, Plaintiff filed an ex parte application for a temporary restraining order enjoining Coinbase from destroying/deleting/transferring his account and from denying him access to his account. Plaintiff also sought a TRO preventing Coinbase from requiring/imposing biometric verification. The court (Chalfant, J.) denied the ex parte application because: (1) Plaintiff did not provide notice to Defendant; (2) Plaintiff did not adequately explain his business, Defendant's business, or the purported deadline; (3) Plaintiff cited no legal authority why Defendant has no right to change its access requirements; and (4) Plaintiff did not explain why he cannot "take his business elsewhere." (See Court's Minute Order, dated June 11, 2025.)

On June 13, 2025, Plaintiff filed a "renewed" ex parte application for a TRO. Because Department 85 is dark this week, this matter was reassigned to Department 82. The court rules on this ex parte application in chambers, without a hearing, per Code of Civil Procedure section 166(a)(1).

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

**Civil Division**

Central District, Stanley Mosk Courthouse, Department 82

**25STCV16692**

**RUSSELL ROPE vs COINBASE, INC.**

June 18, 2025

10:45 AM

Judge: Honorable Stephen I. Goorvitch

Judicial Assistant: R. Mendoza

Courtroom Assistant: None

CSR: None

ERM: None

Deputy Sheriff: None

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Plaintiff now seeks a TRO for the same relief, as well as an order requiring Coinbase to transfer his cryptocurrency and release his passkey(s), preferably in court. The court need not determine whether this ex parte application is governed Code of Civil Procedure section 1008 and must be heard in Department 85. Reaching the merits, Plaintiff argues that requiring “biometrics” after his identity has been verified violates California Civil Code section 1798.81.5, because it is unreasonable. Plaintiff does not demonstrate a sufficient likelihood of success on the merits in pursuing this argument, which is a requirement to obtain a TRO. The court need not reach the issue of irreparable harm.

Based upon the foregoing, Plaintiff’s ex parte application is denied. The court’s clerk shall serve this order upon Plaintiff. Plaintiff shall provide notice and file proof of service with the court.

The Renewed Ex Parte Application for Proposed TRO (CH-110) filed by Russell Rope on 06/13/2025 is Denied.

On the Court's own motion, the Hearing on Ex Parte Application for Proposed TRO (CH-110) scheduled for 06/20/2025 is advanced to this date and vacated.

Certificate of Service is attached.

**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, &  
THE HONORABLE STEPHEN I. GOORVITCH,**  
Respondents,

**COINBASE, INC.,**  
Real Party in Interest.

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**Case No.** \_\_\_\_\_  
*Superior Court Case No. 25STCV16692*

**CERTIFICATE OF COMPLIANCE**  
**In Support of Emergency Petition**

---

**Filed by: Russell Rope, In Pro Per**  
**Date: June 20, 2025**

The undersigned certifies that this petition complies with the requirements of California Rules of Court, Rule 8.204(c)(1).

The petition contains 1,157 words, as counted by the software used to generate this document.

Respectfully submitted,

**Dated:** June 20, 2025  
/s/ Russell Rope  
*Petitioner In Pro Per*  
justice@russellrope.com

**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, &  
THE HONORABLE STEPHEN I. GOORVITCH,**  
Respondents,

**COINBASE, INC.,**  
Real Party in Interest.

---

**Case No.** \_\_\_\_\_  
*Superior Court Case No. 25STCV16692*

**CERTIFICATE OF INTERESTED  
ENTITIES OR PERSONS**  
**In Support of Emergency Petition**

---

**Filed by: Russell Rope, In Pro Per**  
**Date: June 20, 2025**

Pursuant to Rule 8.208 of the California Rules of Court, Petitioner Russell Rope certifies that:  
No entities or persons have an ownership interest in the outcome of this case that must be disclosed  
under Rule 8.208.

Respectfully submitted,

**Dated:** June 20, 2025  
/s/ Russell Rope  
*Petitioner In Pro Per*  
justice@russellrope.com

**FW-003****Order on Court Fee Waiver  
(Superior Court)**

Clerk stamps date here when form is filed.

**FILED**Superior Court of California  
County of Los Angeles

06/10/2025

David W. Saylor, Executive Officer/Clerk of Court

By: G. Robinson Deputy

**1 Person who asked the court to waive court fees:**Name: Russell RopeStreet or mailing address: ID 1607 POB 1198City: Sacramento State: CA Zip: 95812**2 Lawyer, if person in 1 has one (name, firm name, address, phone number, e-mail, and State Bar number):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fill in court name and street address:

**Superior Court of California, County of  
Los Angeles**Stanley Mosk Courthouse  
111 North Hill Street  
Los Angeles CA 90012

Fill in case number and name:

**Case Number:**  
25STCV16692**Case Name:**  
RUSSELL ROPE vs COINBASE, INC.**3 A request to waive court fees was filed on (date):** 06/10/2025☐ The court made a previous fee waiver order in this case on (date): \_\_\_\_\_**Read this form carefully. All checked boxes ☒ are court orders.**

**Notice:** The court may order you to answer questions about your finances and later order you to pay back the waived fees. If this happens and you do not pay, the court can make you pay the fees and also charge you collection fees. If there is a change in your financial circumstances during this case that increases your ability to pay fees and costs, you must notify the trial court within five days. (Use form FW-010.) If you win your case, the trial court may order the other side to pay the fees. If you settle your civil case for **\$10,000** or more, the trial court will have a lien on the settlement in the amount of the waived fees. The trial court may not dismiss the case until the lien is paid.

**4 After reviewing your: ☒ Request to Waive Court Fees ☐ Request to Waive Additional Court Fees the court makes the following orders:**a. ☒ The court **grants** your request, as follows:**(1) ☒ Fee Waiver.** The court grants your request and waives your court fees and costs listed below. (Cal. Rules of Court, rules 3.55 and 8.818.) You do not have to pay the court fees for the following:

- Filing papers in superior court
- Making copies and certifying copies
- Sheriff's fee to give notice
- Reporter's fee for attendance at hearing or trial, if the court is not electronically recording the proceeding and you request that the court provide an official reporter
- Assessment for court investigations under Probate Code section 1513, 1826, or 1851
- Preparing, certifying, copying, and sending the clerk's transcript on appeal
- Holding in trust the deposit for a reporter's transcript on appeal under rule 8.130 or 8.834
- Making a transcript or copy of an official electronic recording under rule 8.835
- Court fee for phone hearing
- Giving notice and certificates
- Sending papers to another court department

**(2) ☐ Additional Fee Waiver.** The court grants your request and waives your additional superior court fees and costs that are checked below. (Cal. Rules of Court, rule 3.56.) You do not have to pay for the checked items.

- ☐ Jury fees and expenses
- ☐ Fees for a peace officer to testify in court
- ☐ Fees for court-appointed experts
- ☐ Court-appointed interpreter fees for a witness
- ☐ Other (specify): \_\_\_\_\_

**See *USE OF THIS FORM* on page 3.**

1. At the time of service I was over 18 years of age **and not a party to this action**.
2. My residence or business address is:  
ID 1608 POB 1198, Sacramento, CA 95812 (Safe at Home; CA SoS Address)
3. ☐ The fax number from which I served the documents is *(complete if service was by fax)*:
4. On *(date)*: 6/20/2025 I served the following **documents** *(specify)*:  
Emergency Petition & Appendix Packets  
  
☐ The documents are listed in the *Attachment to Proof of Service—Civil (Documents Served)* (form POS-040(D)).
5. I served the documents on the **person or persons** below, as follows:
  - a. Name of person served: Clerk of Dept. 082 – Hon. Stephen I. Goorvitch
  - b. ☐ *(Complete if service was by personal service, mail, overnight delivery, or messenger service.)*  
Business or residential address where person was served:
  - c. ☐ *(Complete if service was by fax.)*  
Fax number where person was served:  
  
☐ The names, addresses, and other applicable information about persons served is on the *Attachment to Proof of Service—Civil (Persons Served)* (form POS-040(P)).
6. The documents were served by the following means *(specify)*:
  - a. ☒ **By personal service.** I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening.

CASE NAME:  
Russell Rope v. Superior Court of California, County of Los Angeles, et al.

CASE NUMBER:  
TEMP-EDQYL41P

6. b. ☐ **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in item 5 and (*specify one*):
- (1) ☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- (2) ☐ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
- I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at (*city and state*):
- c. ☐ **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 5. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- d. ☐ **By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in item 5 and providing them to a professional messenger service for service. (*A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.*)
- e. ☐ **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 5. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

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

Date: June 20, 2025

Russell Rope

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

(If item 6d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)

#### DECLARATION OF MESSENGER

- ☐ **By personal service.** I personally delivered the envelope or package received from the declarant above to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening.

At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding.

I served the envelope or package, as stated above, on (*date*):

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

Date: \_\_\_\_\_

(NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

ATTORNEY OR PARTY WITHOUT ATTORNEY      STATE BAR NO. NAME: Russell Rope FIRM NAME: In Pro Per STREET ADDRESS: ID 1607 POB 1198 CITY: Sacramento      STATE: CA      ZIP CODE: 95812 TELEPHONE NO.: 310-663-7655      FAX NO.: E-MAIL ADDRESS: justice@russellrope.com ATTORNEY FOR (name): Pro Se	<b>FOR COURT USE ONLY</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse	CASE NUMBER: TEMP-EDQYL41P
Plaintiff/Petitioner: Russell Rope Defendant/Respondent: Coinbase, Inc.	JUDICIAL OFFICER:
<b>PROOF OF SERVICE—CIVIL</b> Check method of service (only one): <input type="checkbox"/> By Personal Service <input checked="" type="checkbox"/> By Mail <input type="checkbox"/> By Overnight Delivery <input type="checkbox"/> By Messenger Service <input type="checkbox"/> By Fax	DEPARTMENT:

**Do not use this form to show service of a summons and complaint or for electronic service.**  
**See USE OF THIS FORM on page 3.**

1. At the time of service I was over 18 years of age and not a party to this action.
2. My residence or business address is:  
 1465 Tamarind Ave., Los Angeles, CA 90028
3. ☐ The fax number from which I served the documents is (complete if service was by fax):
4. On (date): 6/20/2025      I served the following documents (specify):  
 Emergency Petition & Appendix Packets  
  
☐ The documents are listed in the *Attachment to Proof of Service—Civil (Documents Served)* (form POS-040(D)).
5. I served the documents on the **person or persons** below, as follows:
  - a. Name of person served: Coinbase, Inc. c/o CT Corporation System
  - b. ☒ (Complete if service was by personal service, mail, overnight delivery, or messenger service.)  
 Business or residential address where person was served:  
 2710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833
  - c. ☐ (Complete if service was by fax.)  
 Fax number where person was served:  
☐ The names, addresses, and other applicable information about persons served is on the *Attachment to Proof of Service—Civil (Persons Served)* (form POS-040(P)).
6. The documents were served by the following means (specify):
  - a. ☐ **By personal service.** I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening.



CASE NAME:  
Russell Rope v. Superior Court of California, County of Los Angeles, et al.

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- (1) ☒ deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- (2) ☐ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at (city and state):

- c. ☐ **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 5. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- d. ☐ **By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in item 5 and providing them to a professional messenger service for service. (A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)
- e. ☐ **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 5. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

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

Date: June 20, 2025

ALEX PROUTTYANIAN

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

(If item 6d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)

#### DECLARATION OF MESSENGER

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At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding.


I served the envelope or package, as stated above, on (date):

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

Date: 06/20/2025

ALEX PROUTTYANIAN

(NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)