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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,

Defendants.

Case No.: 25STCV16692

**PLAINTIFF'S OPPOSITION TO
DEFENDANT COINBASE, INC.'S**

EX PARTE APP. TO STAY

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

Location: Stanley Mosk Courthouse Dept. 28

Judge: Hon. Rupert A. Byrdsong

I. INTRODUCTION

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

1 Ex parte relief is “extraordinary” and requires a concrete showing of imminent, irreparable harm
2 and genuine urgency. (Cal. Rules of Court, Rule 3.1202(c); see *People v. Superior Court (Lavi)*
3 (1993) 4 Cal.4th 1164, 1171.) Coinbase identifies no emergency that cannot be addressed at its
4 already-noticed hearing. Granting a stay now would prejudice arbitrability issues that are briefed
5 for Nov. 26.
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7 8 9 **II. FACTUAL BACKGROUND**

10 Sept. 25, 2025: Plaintiff served four motions (sanctions; protective order; claim & delivery under
11 CCP § 511.010; referral to law enforcement).
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14 Sept. 30, 2025: Plaintiff filed a Supplemental Declaration in support of CM-110 and served
15 discovery (RFAs, Special Interrogatories, RFPs, PMK Notice) before Coinbase provided notice
16 of its ex parte. Plaintiff also gave Defendants advance notice of motions and discovery in queue.
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19 Defense counsel’s public posture of collaboration conflicts with its tactics:

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

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

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

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

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

8 Ex parte requires an affirmative factual showing of irreparable harm and why the matter cannot
9 be heard on regular notice. (CRC 3.1202(b)–(c); Lavi, 4 Cal.4th at 1171.) Coinbase faces only
10 ordinary litigation tasks pending its already-set Nov. 26 hearing—not irreparable harm. Any
11 scheduling friction is addressed at that hearing or the CMC, not by emergency stay.
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14 **B. Section 1281.4 doesn't warrant a premature, blanket stay here.**

15 CCP § 1281.4 authorizes a stay “upon motion” when a petition to compel arbitration is pending,
16 but trial courts retain authority to manage proceedings—including the timing and scope of any
17 stay. See Cronus Investments, Inc. v. Concierge Services (2005) 35 Cal.4th 376, 394 (trial courts
18 have discretion regarding stays/proceedings in the arbitration context). Entering a broad ex parte
19 stay now would effectively decide arbitrability issues before the noticed hearing.
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22 Moreover, where formation/consent/unconscionability are contested, courts allow evidentiary
23 development before compelling arbitration. See Rosenthal v. Great Western Fin. Securities Corp.
24 (1996) 14 Cal.4th 394, 413 (party resisting arbitration is entitled to present evidence; courts may
25 allow discovery as needed to decide enforceability). Plaintiff's targeted discovery is directly
26 relevant to arbitrability, waiver, and non-consent.
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1 **C. Coinbase has waived arbitration—prejudice is not required.**

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

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

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

21 Plaintiff's discovery is tailored to arbitrability, waiver, identity of wrongdoers (CCP § 474), and
22 the scope of misconduct (including biometric coercion/fraud). It falls squarely within the broad
23 scope of CCP § 2017.010. A stay would unfairly freeze the evidence Plaintiff needs protect his
24 rights and more importantly his life.
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1 Such discovery is particularly necessary here given Plaintiff's documented experience of
2 malicious hacking (computer fraud), stalking, and swatting (weaponization police for no reason),
3 which have interfered with his ability to maintain meticulous electronic records and heightened
4 the urgency of early disclosure from Defendant.
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7 **F. Judicial economy favors coordination—advance/consolidate, don't stay.**

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

18 Plaintiff respectfully asks the Court to deny Coinbase's ex parte application. In the alternative,
19 please advance and consolidate Coinbase's arbitration petition with Plaintiff's pending motions
20 at the earliest available date (including the Oct. 8 CMC, or replacing the Nov 26 hearing, which
21 was deviously selected by Defendants for the day after Plaintiff's birthday).
22
23

24 Evidence notice: Plaintiff has emails, photographs, and videos corroborating the facts above—
25 including counsel's quoted statements, tech interference, stalking, and swatting—and can
26 promptly provide them if any representation is challenged.
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1 Consolidation at the October 8, 2025 Case Management Conference would allow the Court to
2 address all pending issues efficiently while preserving Plaintiff's rights.
3

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5 **Alternative Request for Scheduling Relief**

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

16 Dated: October 1, 2025
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18 /s/ Russell Rope
19 *Plaintiff In Pro Per*
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Defendants.

Case No.: 25STCV16692

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

I, Russell Rope, declare as follows:

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

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

1 3. Defense counsel has described a “collaborative vision” for resolution while simultaneously
2 neglecting inquiries as to what they believe that entails, ditching the stipulation, and noticing a
3 redundant ex parte stay request.
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6 4. I have experienced persistent tech interference (hacks, crashes), aggressive stalking, and a
7 swatting incident, and I notified defense counsel. I make this declaration not just to describe
8 personal hardship, but to support my allegations that Coinbase’s conduct, combined with the
9 actions of Does 1–20, reflects a pattern of fraud, misrepresentation, and wrongful interference
10 with my property rights that cannot be fairly resolved in private arbitration or left in a frozen
11 posture under a stay.
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14 5. I possess emails, photographs, and videos corroborating these facts and can provide them
15 immediately if any representation is disputed.
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18 6. I began the conversation about advancing the petition, but someone more probable than
19 something was causing my computer to crash and get stuck in the boot sequence, which started
20 occurring when Defendants filed their Petition to Compel Arbitration and Stay Proceedings, so I
21 told them I wanted to file before stipulating and inquired about resolution.
22

23
24 7. I believe their intent was to stipulate to advanced hearing thinking the hack would stop me
25 from completing my opposition before the September 24, 2025 date they tried to impose, which I
26 was barely able to meet, and might not have had I agreed at the time. Increased attacks on my
27 computer related to work on this case were most probably planned to, and would have prevented
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1 me from, completing the discovery filings and supplemental declaration before they sprung the
2 ex parte on me, which again truly seems to be another shady move in coordination with Does
3 alleged in another case to be using remote computing technology to watch (spy) on my screen,
4 which is a well-known and demonstrable computing ability.
5

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

10 9. I can go into detail about this specific hack, which locks me out of my very powerful
11 computer, costing me hours daily, other hacks interfering with my various websites while also
12 increasing maintenance time, and even more attacks designed to drain my time and bank, but
13 then we get into the greater claim territory where this is supposed to be narrowed to issues
14 relevant to my assets illegally held by Coinbase.
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18 10. Defendants derailed my token launch and I am going to have to redo a lot of work, so I
19 offered to launch on Defendants blockchain BASE rather than the Solana (SOL) in a most civil
20 effort to eliminate conflicts of interest. Not only did they defy the original ex parte judge's meet
21 and confer order to "explore resolution," but they have only persisted to exacerbate issues and
22 neglect all conversation about resolution. Defendant attorneys have lied on the record. That is a
23 fact. I am honest like Abe. No one has ever challenged my truth. Their actions contradict their
24 words, their words contradict themselves, and I am just trying to mind my own business
25 earnestly working towards progress in life.
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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct.

3 Respectfully submitted,

4 Dated: October 1, 2025

5 /s/ Russell Rope
6 *Plaintiff In Pro Per*
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COINBASE, INC. & DOES 1-20,

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

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

Location: Stanley Mosk Courthouse Dept. 28

Judge: Hon. Rupert A. Byrdson

Having considered Defendant's Ex Parte Application to Stay Proceedings, Plaintiff's Opposition,
and the record, the Court orders:

1. DENIED. Defendant's Ex Parte Application to Stay Proceedings is DENIED.

—OR—

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

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

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

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

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

IT IS SO ORDERED.

Dated: 10/2/2025

Hon. Rupert A, Byrdsong, Judge