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

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. B347393
Related Superior Court Case No. 25STCV16692

**EMERGENCY VERIFIED PETITION
FOR WRIT OF MANDATE, PROHIBITION,
OR OTHER APPROPRIATE RELIEF**

[Cal. Const., art. VI, §10; Code Civ. Proc., §§1085, 1102; Cal. Rules of Court, Rule 8.486]

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I. INTRODUCTION AND EMERGENCY REQUEST FOR RELIEF

Pursuant to Cal. Const., art. VI, §10, and Code Civ. Proc. §§1085 and 1102, Petitioner Russell Rope, in pro per, respectfully seeks an emergency writ of mandate or prohibition to prevent irreparable loss of digital property—approximately 200 unique NFTs, valued at over \$1 million—held in a Web3 Wallet controlled by Real Party Coinbase, Inc. The Superior Court’s June 27, 2025, preservation order (Minute Order, 06/27/2025) prevented immediate deletion but failed to compel Coinbase to assist with asset recovery. On July 3, 2025, Judge James C. Chalfant denied Petitioner’s emergency application for equivalent relief, but acknowledged the risk of irreparable harm and reset the matter for hearing on July 7, 2025. However, the assigned department (Dept. 28) is closed for the July 4 holiday weekend through Monday the July, 7, 2025, and Coinbase has stated that access will be permanently terminated on July 7. Given the court’s limited schedule and Coinbase’s continued refusal to assist, no adequate remedy exists absent immediate intervention by this Court.

Petitioner requests:

1. A writ compelling Coinbase to assist in passkey recovery or transfer all digital assets to Petitioner's control;
2. An emergency stay enjoining Coinbase from terminating, deleting, or modifying access to Petitioner's Web3 Wallet; and
3. A declaration that Coinbase's arbitration and biometric terms are unenforceable under California law.

II. SUMMARY OF PRIOR PROCEEDINGS

- **June 10, 2025:** Petitioner filed a Verified Complaint in Los Angeles Superior Court (Case No. 25STCV16692), alleging conversion, fraud, biometric coercion, and constitutional violations (Verified Compl., ¶¶50–52, 86).
- **June 19, 2025:** Petitioner filed a Proposed TRO seeking preservation and recovery of Web3 Wallet assets (~200 NFTs, \$1M+; Verified Compl., ¶¶24–25).
- **June 25, 2025:** The Court of Appeal summarily denied Petitioner's writ petition without opinion.
- **June 27, 2025:** Judge James C. Chalfant issued a preservation order but declined to compel asset recovery or issue the full TRO (Minute Order, 06/27/2025).
- **June 30, 2025:** Petitioner met and conferred with Coinbase's counsel (Eric Martin, Jackie Feick, Claire Laytham), who refused recovery assistance and disclosed a July 7, 2025, termination deadline (Verified Compl., ¶18).
- **July 1, 2025:** Coinbase filed an ex parte application to dissolve the preservation order, misrepresenting the June 27 hearing.
- **July 2, 2025:** Petitioner filed and served two ex parte applications: (1) seeking alternative service of

the Summons and Complaint, and (2) seeking equivalent emergency relief in lieu of TRO. The former was withdrawn after Coinbase confirmed valid acceptance of service on July 2 under CCP §415.30.

- **July 3, 2025:** Judge Chalfant denied the emergency application for relief as procedurally insufficient, but reset the matter for hearing on July 7, 2025. The reassigned department (Dept. 28) is closed for the holiday weekend and on Monday July 7, 2025, leaving no practical recourse before Coinbase's July 7 termination deadline.

III. LEGAL GROUNDS FOR RELIEF

A writ of mandate is warranted where a trial court abuses its discretion and no adequate remedy exists (CCP §1085; *Robbins v. Superior Court* (1985) 38 Cal.3d 199, 205). The Superior Court's June 27, 2025, order preserved Petitioner's Web3 Wallet but abused its discretion by failing to compel Coinbase to transfer assets or assist with passkey recovery, despite evidence of conversion, fraud, and biometric coercion (Verified Compl., ¶¶24, 30, 50–52). Coinbase's ex parte application, filed on July 1, 2025, misrepresented the June 27 hearing, falsely claiming undue burden despite raising no objections at the time. The Superior Court declined to grant emergency relief at the July 3, 2025, hearing, citing procedural grounds rather than the urgency and irreparable nature of the harm at stake. With Coinbase's termination deadline of July 7 looming, Petitioner faces the imminent loss of irreplaceable digital property. No further recourse exists in time, and immediate Supreme Court intervention is the only remaining path to prevent a miscarriage of justice.

IV. WHY SUPREME COURT REVIEW IS NECESSARY

This case presents urgent, novel issues of public importance:

- Whether NFTs and Web3 Wallets are protected as property under California law (*Fremont Indem. Co.*

v. Fremont Gen. Corp., 148 Cal.App.4th 97 (2007)).

- Whether retroactive biometric requirements violate constitutional rights (Verified Compl., ¶52).
- Whether clickwrap arbitration clauses are enforceable absent assent (Cal. Civ. Code §1670.5; Verified Compl., ¶86). Petitioner's ex parte applications (Dept. 28, emergency relief; Dept. 85, alternative service, opposition; July 3, 2025) may not resolve by July 7, 2025, risking irreparable loss. The Court of Appeal's summary denial (June 25, 2025) ignored these issues, necessitating this Court's intervention to protect digital property rights.

V. PRAYER FOR RELIEF

Petitioner respectfully requests:

1. Issue a writ of mandate compelling the Superior Court to order Coinbase to immediately transfer Petitioner's digital assets (~200 NFTs, \$1M+ valuation) and assist in recovering passkey credentials;
2. Immediately stay Coinbase from deleting, terminating, or modifying access to Petitioner's Web3 Wallet, passkeys, or NFTs pending resolution of Case No. 25STCV16692;
3. Declare Coinbase's arbitration and biometric terms unenforceable under Cal. Civ. Code §1670.5, as lacking mutual assent and violating constitutional rights;
4. Alternatively, issue an emergency stay preserving the status quo pending full review;
5. Grant such other relief as the Court deems just and proper.

Petitioner respectfully urges this Court to act immediately and before the July 7, 2025, termination deadline to prevent irreversible loss of protected digital property.

VI. VERIFICATION

I, Russell Rope, declare under penalty of perjury under the laws of California that I am the Petitioner, have read the foregoing Petition, and know its contents to be true of my own knowledge, except as to matters stated on information and belief, which I believe to be true. All referenced documents (Verified Complaint, June 10, 2025; Proposed TRO, June 19, 2025; Minute Order, June 27, 2025; Court of Appeal Denial, June 25, 2025; Coinbase's Ex Parte Application, July 1, 2025) are filed in Case No. 25STCV16692 or available upon request.

Dated: July 3rd, 2025
/s/ **Russell Rope**
Petitioner In Pro Per

EXHIBIT A

Verified Complaint *Filed 6-10-2025*

Los Angeles Superior Court
Case No. 25STCV16692

RUSSELL ROPE,)	Case No.: _____
Plaintiff,)	
v.)	VERIFIED COMPLAINT FOR:
COINBASE, INC. & DOES 1-20,)	- TEMPORARY RESTRAINING ORDER,
Defendant(s))	- 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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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), 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 lockout,
17 unfairly favoring Coinbase. These terms are unenforceable under Cal. Civ. Code §1670.5 and
18 *Armendariz v. Foundation Health Psychcare Services, Inc.*, 24 Cal. 4th 83 (2000).

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

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

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

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

21
22 16) Coinbase has already lost several precedent-setting arbitration challenges; specifically, in the
23 Supreme Court of The United States where justices unanimously ruled judges decide arbitrability
24 disputes (Coinbase v. Suski; 2024), and in the Ninth Circuit where Coinbase's arbitration enforcement
25 was denied (Coinbase v. Bielski, 2023). Moreover, Coinbase has previously settled at least one lawsuit
26 involving patterns of misconduct with a \$100 million NY DFS settlement — clearly not much of a
27 deterrent — and is currently facing multiple ongoing class actions. Plaintiff was allegedly not affected
28

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 Dated this 4th day of June, 2025

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

RUSSELL ROPE
ID 1607 POB 1198
Sacramento, CA 95812
310-663-7655
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.: _____

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

Hearing Date: _____ Dept: _____

Judge: _____

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

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

3
4 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
5 correct.
6

7
8 Dated this 10th day of June, 2025

9
10 _____
11 *Russell Russell Rope, Plaintiff In Pro Per*
12
13
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24
25
26
27
28

1 RUSSELL ROPE
ID 1607 POB 1198
2 Sacramento, CA 95812
3 310-663-7655
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In Pro Per
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5 c
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
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24

Case No.: _____

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

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

@ opensea.io/collection/classy-savage-nft

@ opensea.io/collection/classysavage

@ opensea.io/collection/classysavageart

@ rarible.com/russellrope

@ rarible.com/classysavage

@ rarible.com/classy-savage-nft

@ magiceden.io/u/russellrope

@ magiceden.us/collections/ethereum/classysavageart

@ 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).

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

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

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

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

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

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

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

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

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

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

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

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

28 a. Unable to access my Web3 Wallet for transactions;

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).

1 **X. URGENCY AND IRREPARABLE HARM**

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

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

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

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

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

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16 _____
17 *Russell Rope, Pro Se Plaintiff*
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EXHIBIT 1

SCREENSHOTS OF NFT COLLECTIONS ON MARKETPLACES

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

Date: Various Dates (2023-2025)

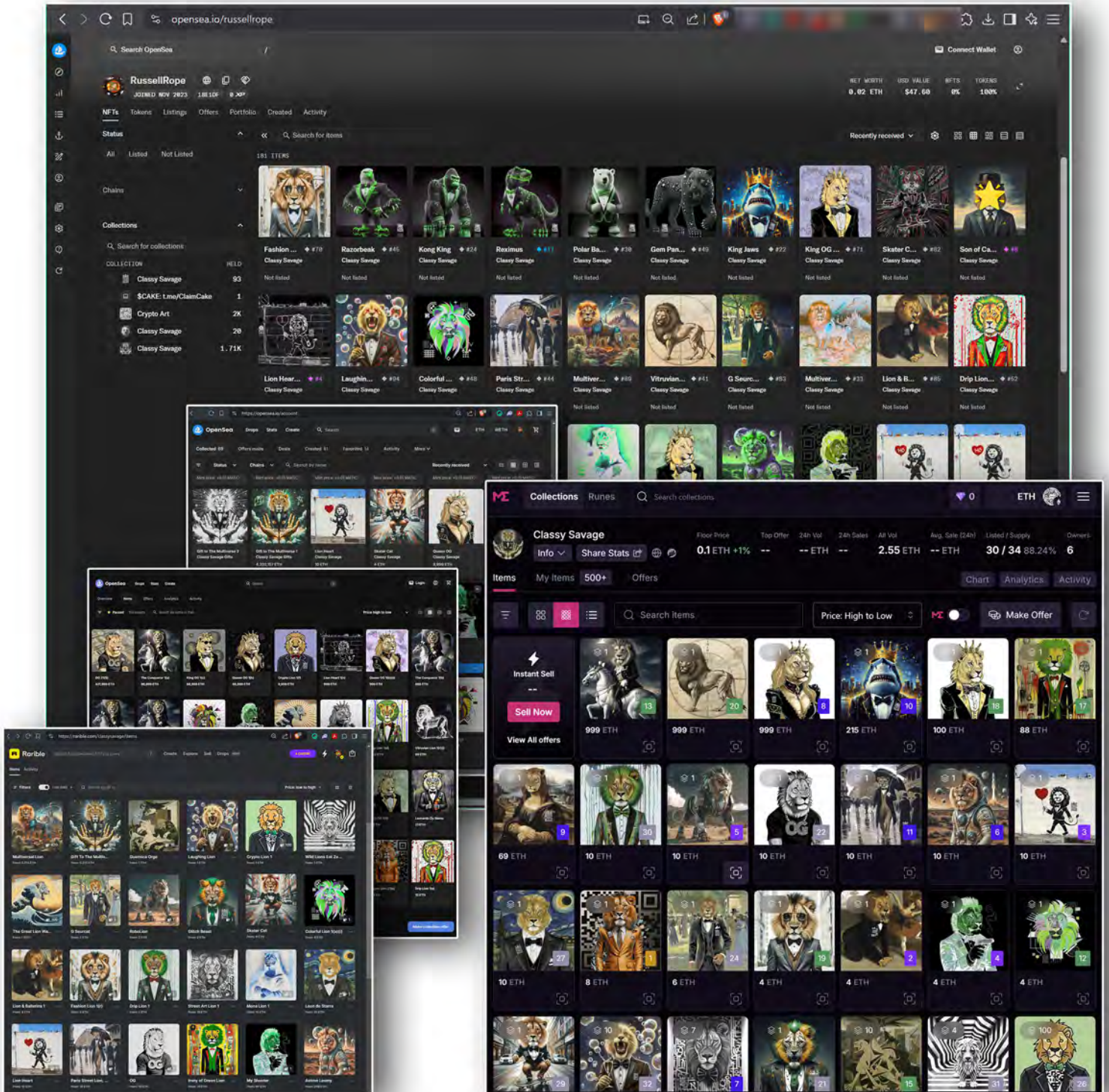


EXHIBIT 2

SCREENSHOTS DISPLAYING PROOF OF LOCKOUT

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

Date: 4-19-2025

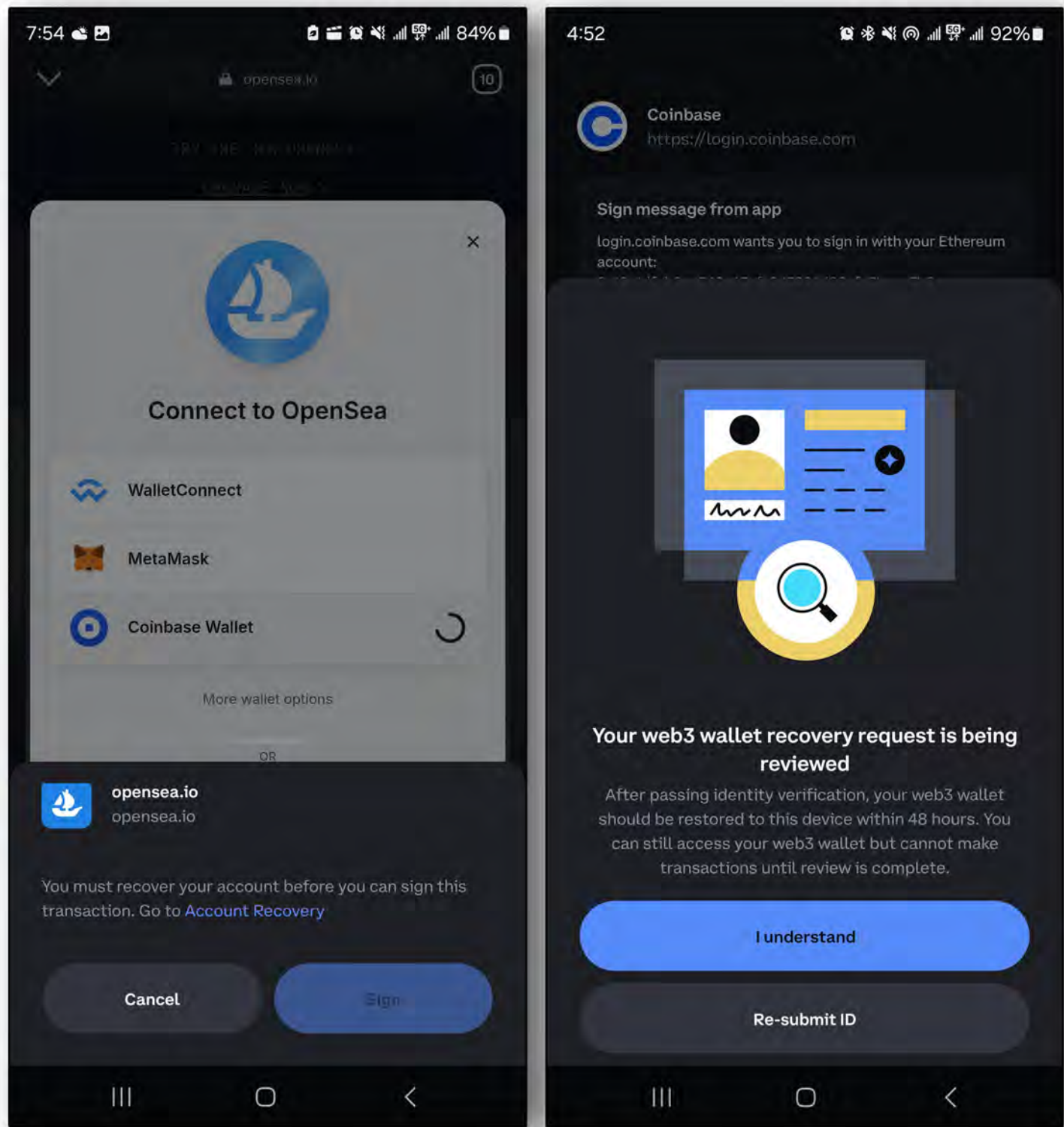


EXHIBIT 3

SCREENSHOT OF SUPPORT CHAT DISCONNECTION ATTEMPTS EACH TIME THEY WERE WRONG

Source: coinbase.com

Date: Various Dates (4-19-2025)

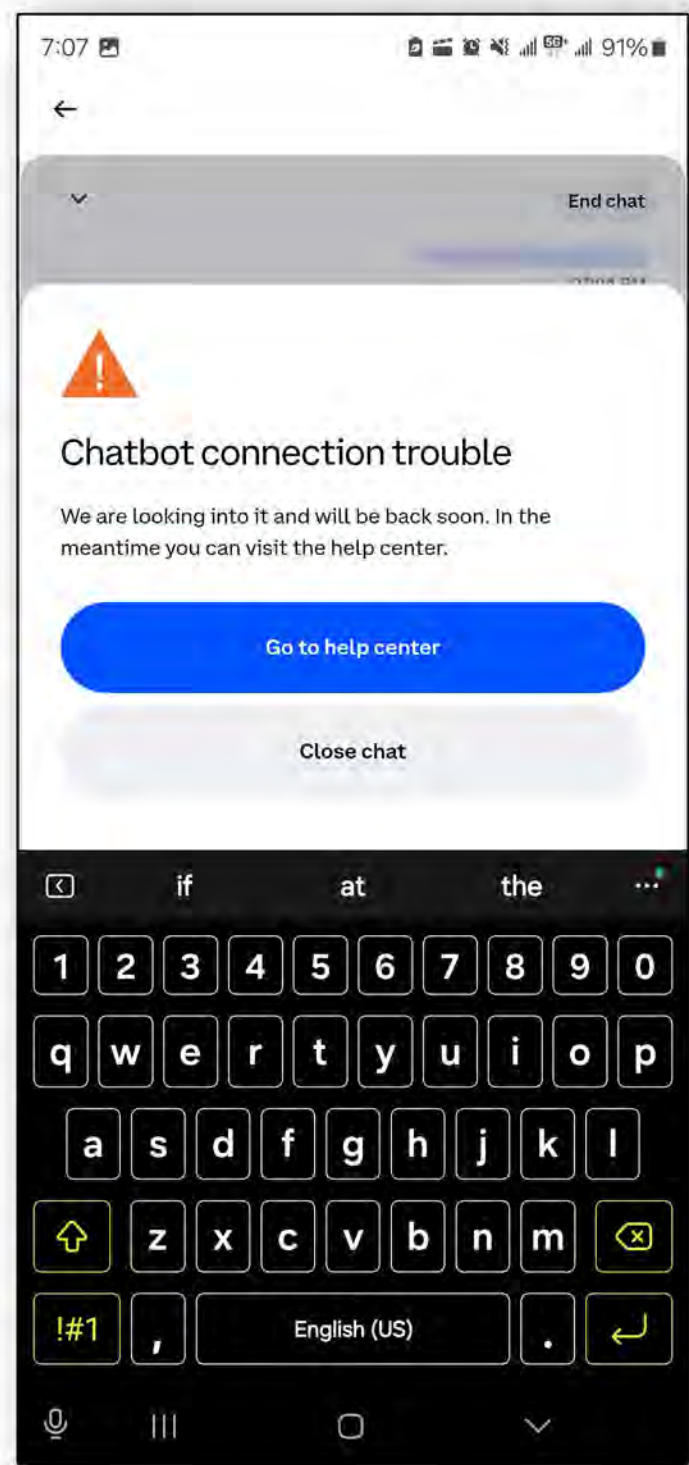


EXHIBIT 4

SCREENSHOT DISPLAYING THREAT OF IRREPARAPBLE LOSS

Source: Coinbase App

Date: 4-19-2025

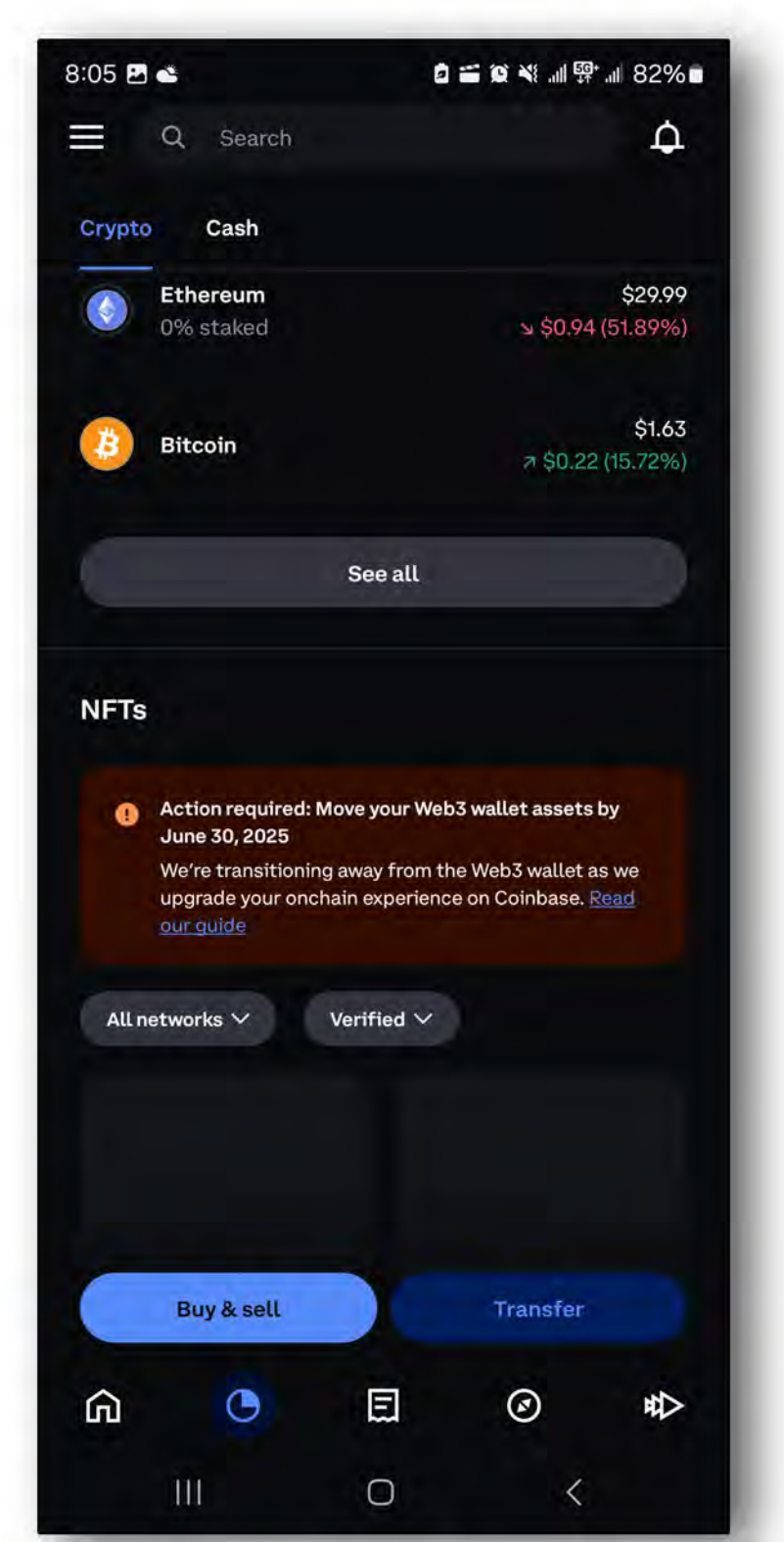


EXHIBIT 5

SCREENSHOT DISPLAYING TIMING DISCREPENCIES

Source: Coinbase App

Date: 5-15-2025

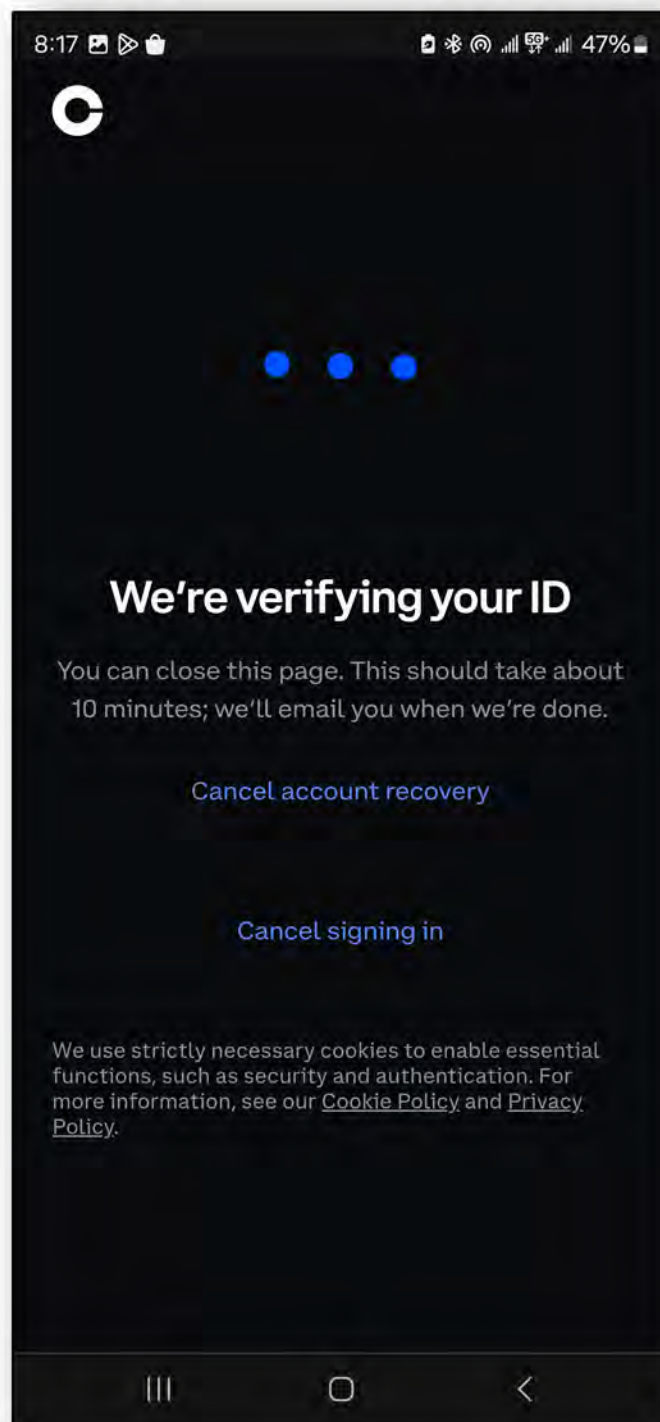
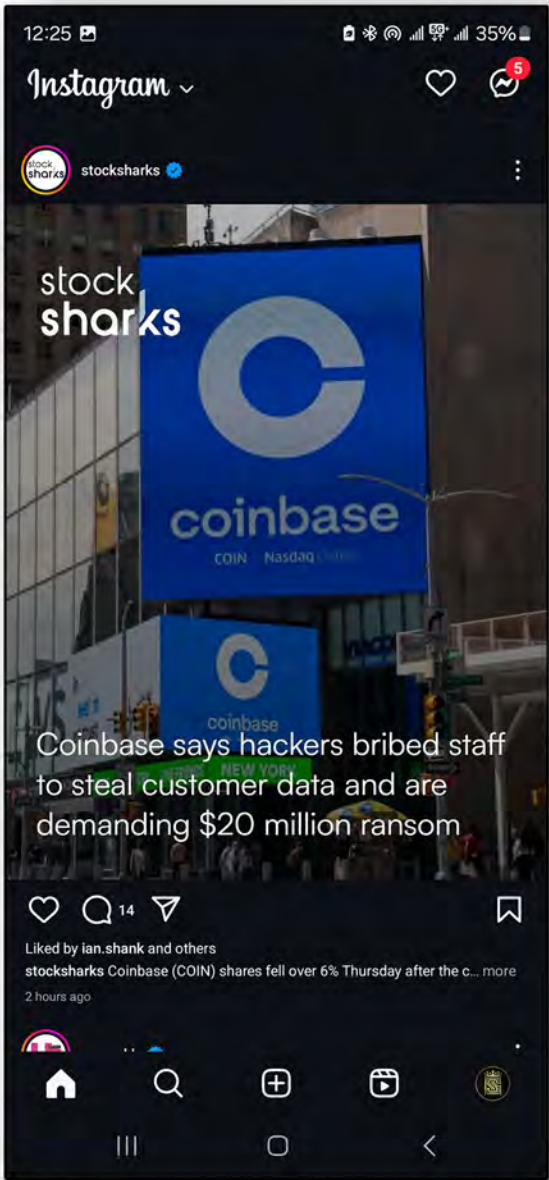


EXHIBIT 6

SCREENSHOTS DISPLAYING RELEVANT NEWS FOLLOWING OFFICIAL DEMAND LETTER

Source: Instagram App

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



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ID 1607 POB 1198
2 Sacramento, CA 95812
3 310-663-7655
justice@russellrope.com
In Pro Per
4
5
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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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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, escalations@coinbase.com, & 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>

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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 10th day of June, 2025

15 _____
16 *Russell Russell Rope, Plaintiff In Pro Per*
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EXHIBIT B

Proposed Temporary Restraining Order (TRO)

Requesting Preservation and Asset Transfer

Filed 6-19-2025

Los Angeles Superior Court

Case No. 25STCV16692

RUSSELL ROPE,)	Case No.: <u>25STCV16692</u>
)	
Plaintiff,)	
)	
v.)	[PROPOSED]
)	
COINBASE, INC. & DOES 1-20,)	TEMPORARY RESTRAINING ORDER
)	
Defendant(s))	

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

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 *Russell Judge of The Superior Court*
28

EXHIBIT C

Minute Order

Superior Court Order Preserving Wallet Access (Dept. 85)

Issued 6-27-2025

Los Angeles Superior Court

Case No. 25STCV16692

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 85

25STCV16692

RUSSELL ROPE vs COINBASE, INC.

June 27, 2025

8:30 AM

Judge: Honorable James C. Chalfant

Judicial Assistant: Jennifer De Luna

Courtroom Assistant: Rosa Monterroso

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Russell Rope (X)

For Defendant(s): Coinbase, Inc. by: Jacqueline Feick (Specially Appearing by Telephone)

NATURE OF PROCEEDINGS: Hearing on Ex Parte Application of Plaintiff for Temporary Restraining order

The matter is called for hearing.

Attorney Jacqueline Feick specially appears on behalf of Defendant Coinbase, Inc.

The Court notes that on June 11, 2025, Plaintiff filed an ex parte application seeking access to his account without the use of facial recognition. That request was denied by this Court in chambers. Plaintiff renewed the application on June 18, 2025, before Judge Goorvitch, who also denied it in chambers. Plaintiff subsequently filed a petition for writ of mandate in the appellate court, which was likewise denied. Plaintiff now no longer seeks access to the account but instead seeks to preserve the assets.

Defendant states that notice of the ex parte application is improper. Defendant further indicates an intention to file either a motion to compel arbitration or a motion to quash service. Defendant also argues that jurisdiction is not proper before this Court.

Russell Rope is sworn and testifies that, prior to 10:00 a.m. on June 26, 2025, he sent an email to Ms. Feik notifying Coinbase of the ex parte application scheduled for today.

The Court, having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

Defendant is ordered to preserve access to Plaintiff's Web3 Wallet assets pending further order of the Court or Arbitrator. Additionally, the parties are ordered to meet and confer regarding the return of Mr. Rope's artwork and to explore resolution of the case.

Plaintiff is directed to properly serve Defendant with summons and complaint by personal

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 85

25STCV16692

RUSSELL ROPE vs COINBASE, INC.

June 27, 2025

8:30 AM

Judge: Honorable James C. Chalfant

Judicial Assistant: Jennifer De Luna

Courtroom Assistant: Rosa Monterroso

CSR: None

ERM: None

Deputy Sheriff: None

service forthwith.

Plaintiff shall give notice.

EXHIBIT D

Court of Appeal Denial
Issued 6-25-2025

California Court of Appeal, Second District
Case No. B347068

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FOUR

COURT OF APPEAL – SECOND DIST.

FILED

Jun 25, 2025

EVA McCLINTOCK, Clerk

S. Veverka

Deputy Clerk

RUSSELL ROPE,

Petitioner,

v.

SUPERIOR COURT OF THE
COUNTY OF LOS ANGELES,

Respondent;

COINBASE, INC.,

Real Party in Interest.

B347068

(Los Angeles County Super. Ct.
No. 25STCV16692)

(James C. Chalfant & Stephen I.
Goorvitch, Judges)

ORDER

THE COURT:*

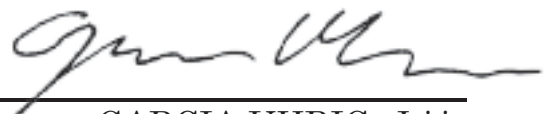
The petition for writ of mandate, prohibition or other appropriate relief filed on June 23, 2025, has been read and considered and is denied for failure to establish entitlement to the relief requested.



* ZUKIN, P.J.



COLLINS, J.



GARCIA UHRIG, J.**

** Judge of the Los Angeles Superior Court, assigned by the Chief Justice pursuant to article VI, section 6, of the California Constitution.

EXHIBIT E

Correspondence & Notice of Coinbase's July 1 Ex Parte Application Submitted by Coinbase via Email 7-1-2025

Los Angeles Superior Court
Case No. 25STCV16692

Exhibit E – Email Notice from Coinbase Counsel

Subject: Rope v. Coinbase - Renewed Notice of Ex Parte Application

From: Jackie Feick <jackie.feick@nortonrosefulbright.com>

Date: 7/1/2025, 11:01 AM

To: Russell Rope <justice@russellrope.com>

CC: Eric Martin <eric.martin@nortonrosefulbright.com>, Jeffrey Margulies <jeff.margulies@nortonrosefulbright.com>, Claire Laytham <claire.laytham@nortonrosefulbright.com>

Mr. Rope,

Please take notice that at 8:30 a.m. on **July 3, 2025**, Specially Appearing Defendant Coinbase, Inc. (“Coinbase”) will appear *ex parte* in Department 85 of the Los Angeles Superior Court to apply for an Order to Dissolve and Modify the Portion of The Minute Order Entered on June 27, 2025 Preserving Access to Web3 Wallet Beyond July 7, 2025.

The grounds for the application are that: (1) absent an order modifying and dissolving a portion of the Minute Order relating to preserving access to Plaintiff’s Web3 Wallet, Coinbase will be prejudiced by the inability for the Court to hear the underlying motion to modify or dissolve before the support for Coinbase’s Web3 Wallet is scheduled to end on July 7, 2025; (2) Coinbase met and conferred with you on June 30, 2025 and explained to you again how to migrate your assets from the Web3 Wallet as Coinbase’s other customers have done; (3) Coinbase notified its customers that July 7, 2025 is the deadline to move assets from the Web3 Wallet; (4) Coinbase now seeks a “further order” from the Court—as referenced in the Minute Order— to dissolve and modify the preservation obligation following the meet and confer between the parties; (5) Coinbase seeks this relief on an expedited basis because it would be severely prejudiced if it had to maintain access to the Web3 wallet—it is not possible to maintain access for just for one individual. Coinbase is transitioning scarce engineering resources to other mission-critical projects and would incur significant harm if had to reallocate those resources to maintain the Web3 Wallet, and (6) absent modification, the Court’s Minute Order effectively functions as a TRO without the statutorily required findings on irreparable harm, likelihood of success, balance of hardships, and public interest—none of which Plaintiff can establish.

Please let us know if you intend to appear to oppose Coinbase’s *ex parte* application.

Thanks,
Jackie

Jackie Feick | Senior Associate

Norton Rose Fulbright US LLP

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Tel +1 213 892 9295 | Fax +1 213 892 9494

jackie.feick@nortonrosefulbright.com

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