

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), 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 13th day of June, 2025

20
21 _____
22 *Russell Rope, Pro Se Plaintiff*
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1 **TO THE COURT AND TO ALL INTERESTED PARTIES:**

2 1) Plaintiff Russell Rope applies ex parte for a TRO to compel Defendant Coinbase, Inc., to transfer
3 ~4,000 NFTs and cryptocurrency on Ethereum and Polygon blockchains to Plaintiff's cold wallet
4 (0xe56f69BE1F7b5F3f807F0f3a5f89AD79d2bdacff) at their expense and liability, and release
5 passkey(s) and passphrase to enable Plaintiff to add the cold wallet as admin and remove the custodial
6 wallet from marketplace accounts.

7
8 2) This application is made pursuant to California Code of Civil Procedure §527, California Civil Code
9 §3422, and related equitable principles. Plaintiff seeks emergency relief due to Coinbase's imminent
10 June 30, 2025, deadline threatening permanent destruction of Plaintiff's digital assets, including unique
11 NFTs, resulting in irreparable harm (Verified Complaint, ¶¶ 43, 51). Additionally, pursuant to Cal. Civ.
12 Code §1798.81.5 (CCPA, biometric privacy, from Supplemental Declaration (¶ 7).

13
14 **RELIEF REQUESTED**

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

- 17
18 a) Transfer ~4,000 NFTs and cryptocurrency on Ethereum and Polygon blockchains to Plaintiff's
19 cold wallet (0xe56f69BE1F7b5F3f807F0f3a5f89AD79d2bdacff) at Coinbase's expense and
20 liability (CH-110, ¶ 10(a)).
- 21 b) Securely release passkey(s) and passphrase to Plaintiff, preferably in court on June 20, 2025, so
22 he can safely add his cold wallet and remove the original admin to marketplace accounts
23 (OpenSea, Rarible, Magic Eden) (CH-110, ¶ 10(b)).
- 24 c) Cease requiring biometric verification (e.g., 3D selfies) for Plaintiff's Web3 Wallet or account
25 (CH-110, ¶ 10(c)).
- 26 d) Refrain from destroying, transferring, or rendering inaccessible Plaintiff's digital assets until
27 transfer is complete (CH-110, ¶ 10(d)).
28

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

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

5 15) I posted public notices and attempted to resolve the matter through Coinbase support channels (case
6 #23176995, April 19, 2025) and legal demand, to no avail (Declaration, ¶¶ 19, 28).

7 16) I request a notice waiver due to Coinbase’s non-responsiveness and the urgent June 30 deadline
8 (CRC 3.1204).”
9

10
11 **This renewed application is supported by the following documents, which are attached hereto and**
12 **incorporated by reference:**

13 a) Supplemental Declaration of Russell Rope (June 13, 2025), clarifying the record regarding notice,
14 account verification, and irreparable harm; b) Declaration of Due Diligence (June 10, 2025),
15 documenting multiple methods of notice and good faith service efforts; c) Proof of Service by Mail
16 (June, 10, 2025), confirming service on Defendant’s registered agent via USPS Priority Express Mail; d)
17 Exhibits originally submitted with Plaintiff’s initial TRO filing; e) New and completed form CH-110, for
18 TRO; f) New and completed form SER-001, for Sheriff service.
19

20 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
21 correct.
22

23
24 Dated this 13th day of June, 2025

25 _____
26 *Russell Russell Rope, Plaintiff In Pro Per*
27
28

RUSSELL ROPE
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310-663-7655
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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

[PROPOSED]

TEMPORARY RESTRAINING ORDER

[PROPOSED] TEMPORARY RESTRAINING ORDER

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

21 **IT IS SO ORDERED.**

22 Dated this _____ day of June, 2025

23 _____
24 *Russell Judge of The Superior Court*