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**Date:** 05/14/2025

**To:**

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**Subject:** Immediate Demand for Restoration of Wallet Access, Recovery of Assets, and Notice of Potential Legal Action

To Whom It May Concern:

This letter serves as a **formal cease and desist and demand for immediate action** regarding Coinbase's wrongful and unlawful obstruction of access to my account; specifically my Web3 wallet, now also the app, and associated assets, which has materially interfered with my ability to manage, market, and distribute digital property including NFTs and token-based assets. Despite multiple good-faith attempts to resolve this issue, your continued demands for **biometric facial verification**, which I never enabled, consented to, or agreed to be bound by, constitute coercive overreach and a **constructive denial of service**.

I have already provided Coinbase with more than sufficient multi-factor verification, including government-issued ID (front and back), registered phone number, and verified email — well beyond industry standards. Your refusal to accept these forms of verification and insistence on intrusive biometric measures—absent any prior agreement—violates my privacy rights and imposes terms I neither reviewed nor accepted, rendering them **unenforceable and unconscionable** under California and federal law.

Your app notice warning that accounts will be "burned" unless biometric verification is completed by a specified deadline amounts to **constructive extortion**, particularly given your custodianship over assets critical to my business operations. This tactic, paired with suspicious delays and disingenuous chat interactions (including those using offensive pseudonyms), evidences a pattern of **bad-faith behavior, harassment, misdirection, and probable concealment**. Taken together with stalking, phishing, and coordinated digital disruptions I've experienced, these behaviors form a pattern indicative of **conspiracy and potential racketeering (RICO) violations**.

## **Demand for Immediate Remedy**

Upon restoration of access, I intend to **transfer and recover all of my assets currently held by Coinbase**, including digital tokens, NFTs, and any associated Web3 integrations. I do not waive my rights nor recognize the enforceability of any terms that were **unilaterally imposed post-facto or without my informed consent**. Your ongoing refusal to accommodate alternative verification—despite possessing sufficient multi-factor documentation—raises serious legal concerns, including **constructive conversion, bad faith, and tortious interference** with existing and planned commercial relationships.

That said, I remain open to resolving this matter **amicably and professionally**, including but not limited to discussion of a business arrangement involving **PR, strategic marketing, or staking support for digital assets under my management**. However, absent a prompt restoration of access and a good-faith offer to remedy these violations, I will have no alternative but to pursue **civil litigation and all available legal remedies**, potentially including but not limited to claims for:

- **Unlawful Detainment and Denial of Property**
  - *California Civil Code § 3422* (wrongful withholding of property)
  - *Conversion* under *California common law* (see *Fremont Indem. Co. v. Fremont General Corp.*, 148 Cal.App.4th 97, 119 (2007))
- **Violation of Consumer Protection Laws**
  - *California Business and Professions Code § 17200 et seq.* (Unfair Competition Law)
  - *California Civil Code § 1770* (Consumer Legal Remedies Act – misrepresentations, coercive conduct)
- **Constructive Fraud and Intentional Misrepresentation**
  - *California Civil Code § 1573* (constructive fraud: breach of duty without intent to deceive)
  - *California Civil Code § 1710* (intentional deceit or misrepresentation)
- **Economic Interference and Reputational Harm**
  - *Intentional Interference with Prospective Economic Advantage* (see *Blank v. Kirwan*, 39 Cal.3d 311 (1985))
  - *Negligent Interference with Prospective Economic Advantage*
  - *Defamation and False Light* (under *California common law*, for chat misrepresentation and reputational injury)
- **Bad-Faith Business Conduct and Breach of Fiduciary Duty (as Custodian)**
  - *Restatement (Second) of Torts § 874* – violation of fiduciary obligations
  - *California Corporations Code § 25401* (material omissions in digital asset agreements)
  - *California Financial Code § 2102* (duties of licensed money transmitters)
- **Harassment**
  - *California Civil Code § 527.6* (harassment, credible threat pattern causing substantial distress)
- **Misappropriation of Likeness and Coercion into Biometric Submission**
  - *California Civil Code § 3344* (unauthorized use of likeness or image)
  - *Article I, Section 1 of the California Constitution* (right to privacy)

- *Illinois BIPA* equivalent logic, though not binding in CA, still persuasive (*Rosenbach v. Six Flags Ent. Corp.*, 2019 IL 123186)
- **Civil Conspiracy**
  - *California common law civil conspiracy doctrine* (see *Wyatt v. Union Mortgage Co.*, 24 Cal.3d 773 (1979))
  - Requires agreement to commit a wrongful act and resulting harm
- **Racketeer Influenced and Corrupt Organizations Act (RICO) Violations**
  - 18 U.S.C. § 1961–1968 (predicate acts: obstruction, wire fraud, theft, harassment, conspiracy)
  - May include pattern of activity affecting interstate commerce (*H.J. Inc. v. Northwestern Bell Tel. Co.*, 492 U.S. 229 (1989))

## Final Notice and Timeframe

You are hereby provided through Monday 05/19/2025 from receipt of this letter to:

1. Restore full access to my account, web3 wallet, and associated services
2. Provide a way to recover all assets without further coercive or invasive verification
3. Respond with either a resolution plan or contact for settlement discussion

Failure to comply within this timeframe will result in immediate escalation, including legal filings, media exposure, regulatory complaints, and asset claims through all available means under the law. I reserve the right to seek **injunctive relief, compensatory and punitive damages**, and to petition for law enforcement involvement.

This letter is written **without prejudice** to any future claims or actions and shall not be construed as a waiver of any rights or remedies available to me under law.

Sincerely,

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