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**ORDER OF THE UNITED STATES COURT OF
APPEALS FOR THE ELEVENTH CIRCUIT
(MARCH 22, 2022)**

**IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

RAHILA TARVERDIYEVA, MRS.

Plaintiff-Appellant,

v.

COINBASE GLOBAL, INC., A.K.A. COINBASE,

Defendant-Appellee.

No. 21-13354-CC

Appeal from the United States District Court
for the Middle District of Florida

Before: JORDAN, BRANCH and
BRASHER, Circuit Judges.

BY THE COURT:

Coinbase Global Inc.'s ("Coinbase") motion to dismiss is GRANTED. Rahila Tarverdiyeva appeals from the district court's order granting Coinbase's motion to compel arbitration and stay the action. Because the order is not final or immediately appealable under the collateral order doctrine, we lack jurisdiction to review it. *See 28 U.S.C. § 1291; CSX Transp., Inc. v. City of Garden City*, 235 F.3d 1325, 1327 (11th Cir.

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2000); *Am. Express Fin. Advisors, Inc. v. Makarewicz*, 122 F.3d 936, 939 (11th Cir. 1997) (dismissing appeal of an order compelling arbitration, staying proceedings, and administratively closing the case). Additionally, to the extent that Ms. Tarverdiyeva's reference to 28 U.S.C. § 1292 indicates she may be seeking permission to appeal pursuant to 28 U.S.C. § 1292(b), the appeal is still due to be dismissed because the district court has not certified the order under that provision. *See* 28 U.S.C. § 1292(b); *McFarlin v. Conseco Servs., LLC*, 381 F.3d 1251, 1255 (11th Cir. 2004).

All pending motions are DENIED as moot.

**ORDER OF THE
UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
(SEPTEMBER 8, 2021)**

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

RAHILA TARVERDIYEVA,

Plaintiff,

v.

COINBASE GLOBAL, INC.,

Defendant.

Case No: 8:21-cv-1717-MSS-SPF

Before: Mary S. SCRIVEN,
United States District Judge.

THIS CAUSE comes before the Court for consideration of Defendant's Motion to Compel Arbitration and Stay Action, (Dkt. 5), Plaintiff's Response in opposition thereto, (Dkt. 8), and Defendant's Motion for Leave to File Reply in Support of Motion to Compel Arbitration and Stay Action. (Dkt. 9) Upon consideration of all relevant filings, case law, and being otherwise fully advised, the GRANTS Defendant's Motion to Compel Arbitration and Stay Action and DENIES AS MOOT Defendant's Motion for Leave to File Reply.

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On July 15, 2021, Plaintiff Rahila Tarverdiyeva, proceeding *pro se*, initiated this action against Defendant Coinbase Global, Inc., asserting that Defendant violated the terms of its User Agreement. (Dkt. 1) Defendant operates a digital currency wallet and exchange platform where users can conduct transactions with digital currency. (Dkt. 5) Prior to using Defendant's platform, all users must agree to the terms of the Defendant's User Agreement. (*Id.*) Plaintiff is a user of Defendant's platform and has agreed to the terms of the User Agreement. (Dkts. 6, 8, 12) The User Agreement provides, in relevant part, that:

7.2. Arbitration; Waiver of Class Action. If you have a dispute with Coinbase, we will attempt to resolve any such disputes through our support team. If we cannot resolve the dispute through our support team, you and we agree that any dispute arising under this [User Agreement] shall be finally settled in binding arbitration, on an individual basis, in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes (accessible at <https://www.adr.org/sites/aaa/faces/rules>) and you and Coinbase hereby expressly waive trial by jury and right to participate and a class action lawsuit or class-wide arbitration.

(Dkt. 6-1 at 12)

Defendant moves to compel Plaintiff to submit her claims to arbitration in accordance with its User Agreement because her claims are based on Defendant's breach of the User Agreement. (Dkt. 5) Defendant also requests that the Court stay this proceeding pending completion of the arbitration. (*Id.*) Plaintiff argues that

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she is not bound by the terms of the User Agreement because her consent to the agreement was the result of undue influence. (Dkt. 8) Specifically, Plaintiff asserts that she could not create an account on Defendant's platform "without clicking 'I Agree' to the User Agreement." (Dkt. 8)

"The validity of an arbitration agreement is generally governed by the Federal Arbitration Act [("FAA").]" *Lambert v. Austin Ind.*, 544 F.3d 1192, 1195 (11th Cir. 2008). The FAA provides that "arbitration agreements 'shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.'" *Collado v. J. & G. Transp., Inc.*, 820 F.3d 1256, 1259 (11th Cir. 2016) (quoting 9 U.S.C. § 2)). Although the FAA embodies a "liberal federal policy favoring arbitration agreements," that policy does not apply to "disputes concerning whether an agreement to arbitrate has been made." *Burch v. P.J. Cheese, Inc.*, 861 F.3d 1338, 1346 (11th Cir. 2017). Thus, "[w]hen presented with a motion to compel arbitration, a district court will consider three factors: (1) whether a valid agreement to arbitrate exists, (2) whether an arbitrable issue exists, and (3) whether the right to arbitrate was waived." *Abellard v. Wells Fargo Bank, N.A.*, No. 19-CV-60099, 2019 WL 2106389, at *2 (S.D. Fla. May 14, 2019). "A plaintiff challenging the enforcement of an arbitration agreement bears the burden to establish, by substantial evidence, any defense to the enforcement of the agreement." *Inetianbor v. CashCall, Inc.*, 923 F. Supp. 2d 1358, 1362 (S.D. Fla. 2013) (citing *Bess v. Check Express*, 294 F.3d 1298, 1306-07 (11th Cir. 2002)).

Plaintiff disputes the first factor—whether a valid agreement to arbitrate exists. (Dkt. 8) Courts must

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look to the applicable state law when deciding whether a valid agreement to arbitrate exists. *See Emp's Ins. of Wausau v. Bright Metal Specialties, Inc.*, 251 F.3d 1316, 1322 (11th Cir. 2001). The User Agreement provides that it shall be governed by California law in its choice-of-law clause. (Dkt. 6-1 at ¶ 8.10)

In California, courts have routinely upheld and enforced the terms of contracts, like the User Agreement,¹ where the assent is required through the registration process. *See Nevarez v. Forty Niners Football Co., LLC*, No. 16-CV-07013, 2017 WL 3492110, at *8 (N.D. Cal. Aug. 15, 2017) (collecting cases); *see also Sandler v. iStockphoto LP*, No. 15-CV-03659, 2016 WL 871626, at *2 (C.D. Cal. Feb. 5, 2016). It is undisputed that Plaintiff agreed to the User Agreement while registering with Defendant's platform. (Dkt. 8) Moreover, Plaintiff advises that she consented to the User Agreement because she believed Defendant would also be bound by its terms. (Dkt. 12) Indeed, Plaintiff brings this suit against Defendant, seeking damages for its breach of the User Agreement. (Dkt. 1) In sum, Plaintiff has presented no basis to assert the defense of undue influence or to challenge the validity of the arbitration provision contained in the User Agreement. Accordingly, the Court finds that a valid agreement to arbitrate exists in this matter by way of the User Agreement. As Plaintiff does not dispute whether an arbitrable issue exists or whether the right to arbitrate

¹ The User Agreement is a type of contract commonly referred to as a “clickwrap” agreement. “A ‘clickwrap’ agreement appears on an internet webpage and requires that a user consent to any terms or conditions by clicking on a dialog box on the screen in order to proceed with the internet transaction.” *Feldman v. Google, Inc.*, 513 F. Supp. 2d 229, 236 (E.D. Pa. 2007)

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has been waived, the Court finds that Defendant's Motion to Compel Arbitration is due to be granted.

With regard to Defendant's request to stay this action pending arbitration, The FAA "require[s] a court to stay a proceeding where the issue in the proceeding 'is referable to arbitration under an agreement in writing for such arbitration.'" *Caley v. Gulfstream Aerospace Corp.*, 428 F.3d 1359, 1368 (11th Cir. 2005) (quoting 9 U.S.C. § 3); *see also Bender v. A.G. Edwards & Sons, Inc.*, 971 F.2d 698, 699 (11th Cir. 1992) ("Upon finding that a claim is subject to an arbitration agreement, the court should order that the action be stayed pending arbitration."). Accordingly, the Court stays this action pending completion of arbitration.

Upon consideration of the foregoing, it is hereby ORDERED as follows:

1. Defendant's Motion to Compel Arbitration and Stay Action, (Dkt. 5), is GRANTED. Defendant's Motion for Leave to File Reply in Support of Motion to Compel Arbitration and Stay Action, (Dkt. 9), is DENIED AS MOOT.
2. Plaintiff is ORDERED to submit her claims in this action to arbitration in accordance with the arbitration clauses in the User Agreement.
3. This case is STAYED pending completion of arbitration. The Clerk is directed to TERMINATE all motions pending before the Court and ADMINISTRATIVELY CLOSE this case. The Parties shall have fourteen (14) days after the completion of arbitration to file a notice or appropriate motion advising the

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Court how and whether this case should proceed.

DONE and ORDERED in Tampa, Florida, this 8th day of September 2021.

/s/ Mary S. Scriven
United States District Judge

Copies furnished to:
Counsel of Record
Any Unrepresented Person

**ORDER OF THE
UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
DENYING PLAINTIFF'S
MOTION FOR RECONSIDERATION
(DECEMBER 9, 2021)**

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

RAHILA TARVERDIYEVA,

Plaintiff,

v.

COINBASE GLOBAL, INC.,

Defendant.

Case No: 8:21-cv-1717-MSS-SPF

Before: Mary S. SCRIVEN,
United States District Judge.

ORDER

THIS CAUSE comes before the Court for consideration of Plaintiff's Motion for Reconsideration, (Dkt. 14), Defendant's Response in opposition thereto, (Dkt. 17), and Plaintiff's Reply. (Dkt. 18) Therein, Plaintiffs moves the Court to reconsider its September 8, 2021

Order granting Defendant's Motion to Compel Arbitration and compelling Plaintiff's to submit her claims to arbitration in accordance with the Parties' User Agreement. (Dkt. 14) Upon consideration of all relevant filings, case law, and being otherwise fully advised, the Court DENIES Plaintiff's Motion for Reconsideration.

Motions for reconsideration "are only granted in rare circumstances to 'correct manifest errors of law or fact or to present newly discovered evidence.'" *Young Apartments, Inc. v. Town of Jupiter, Fla.*, No. 05-80765-CIV, 2007 WL 1490933, at *1 (S.D. Fla. May 21, 2007) (quoting *Z.K. Marine v. M/V Archigetis*, 808 F. Supp. 1561, 1563 (S.D. Fla. 1992)). "Reconsideration of an Order is generally only appropriate to (1) account for an intervening change in controlling law; (2) consider newly available evidence; or (3) correct clear error or prevent manifest injustice." *Accredited Home Lenders, Inc. v. Santos*, No. 6:10-cv-858-Orl-35, 2010 WL 464-2557, *1 (M.D. Fla. July 1, 2010). "A motion for reconsideration must demonstrate why the court should reconsider its past decision and set forth facts or law of a strongly convincing nature to induce the court to reverse its prior decision." *Florida College of Osteopathic Medicine, Inc. v. Dean Witter Reynolds, Inc.*, 12 F. Supp. 2d 1306, 1308 (M.D. Fla. 1998). Further, a motion for reconsideration cannot be used to "relitigate old matters, raise arguments or present evidence that could have been raised prior to the entry of judgment." *Wilchcombe v. TeeVee Toons, Inc.*, 555 F.3d 949, 957 (11th Cir. 2009) (citation and quotation marks omitted). A district court has "sound discretion" whether to alter a prior ruling pursuant to a motion for reconsideration. *Id.*

Plaintiff does not argue that there has been an intervening change in controlling law or that there is newly available evidence. Moreover, Plaintiff fails to point to any clear error warranting reconsideration. Instead, Plaintiff attempts to relitigate her prior arguments that the arbitration agreement is invalid and asserts that the Court “misconstrued the arguments” and “made a wrong [and] unfair decision.” (Dkt. 14 at 7) However, believing that the Court made the wrong decision is not the same thing as “clear error.” *Am. Guarantee & Liab. Ins. Co. v. Liberty Surplus Ins. Corp.*, No. 1:15-CV-0949-SCJ, 2018 WL 11250359, at *2 (N.D. Ga. Apr. 30, 2018) (“With every ruling a court makes, at least one of the parties believes the court made the wrong decision. If a motion for reconsideration were appropriate in that circumstance, a motion for reconsideration would follow every ruling of a court.”). In short, Plaintiff’s motion improperly seeks to reassert arguments previously made without advancing a legal basis for the Court to reconsider its September 8, 2021 Order. Having signed the arbitration agreement, Plaintiff is bound by it. She is free to assert her claims against Defendant in that forum.

Accordingly, the Court hereby ORDERS that Plaintiff’s Motion for Reconsideration, (Dkt. 14), is DENIED.

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DONE and ORDERED in Tampa, Florida, this
9th day of December 2021.

/s/ Mary S. Scriven
United States District Judge

Copies furnished to:
Counsel of Record
Any Unrepresented Person

**DOCKET –
UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF FLORIDA (TAMPA)**

U.S. District Court
Middle District of Florida (Tampa)
CIVIL DOCKET FOR CASE
#: 8:21-cv-01717-MSS-SPF

Tarverdiyeva v. Coinbase Global, Inc.

Assigned to: Judge Mary S. Scriven

Date Filed: 07/15/2021

Date Terminated: 09/09/2021

Plaintiff

Rahila Tarverdiyeva

represented by

Rahila Tarverdiyeva
460 Archway Dr.
Spring Hill, FL 34608
PRO SE

07/15/2021

- 1 COMPLAINT against Coinbase Global, Inc. with Jury Demand Filing fee \$ 402.00, receipt number TPA064352 filed by Rahila Tarverdiyeva. (Attachments: #1 Exhibits Table of Contents, #2 Exhibit A, #3 Exhibit B, #4 Exhibit C, #5 Exhibit D, #6 Exhibit E, #7 Exhibit F, #8 Exhibit G, #9 Exhibit H) (JLD) (Entered: 07/15/2021)

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07/16/2021

2 NOTICE to counsel of Local Rule 3.02(a)(2), which requires the parties in every civil proceeding, except those described in subsection (d), to file a case management report (CMR) using the uniform form at www.flmd.uscourts.gov. The CMR must be filed (1) within forty days after any defendant appears in an action originating in this court, (2) within forty days after the docketing of an action removed or transferred to this court, or (3) within seventy days after service on the United States attorney in an action against the United States, its agencies or employees. Judges may have a special CMR form for certain types of cases. These forms can be found at www.flmd.uscourts.gov under the Forms tab for each judge. (Signed by Deputy Clerk). (CRB) (Entered: 07/16/2021)

07/19/2021

3 SUMMONS issued as to Coinbase Global, Inc. (JLD) (Entered: 07/20/2021)

07/26/2021

4 SUPPLEMENT re 1 Complaint by Rahila Tarverdiyeva. (Attachments: #1 Mailing Envelope) (LD) (Entered: 07/29/2021)

08/12/2021

5 MOTION to Compel Arbitration and Stay Action by Coinbase Global, Inc., (Reagan, Amanda) Motions referred to Magistrate Judge Sean P. Flynn. (Entered: 08/12/2021)

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08/12/2021

6 DECLARATION of Carter McPherson-Evans re 5 MOTION to Compel Arbitration and Stay Action by Coinbase Global, Inc., (Attachments: #1 Exhibit, #2 Exhibit) (Reagan, Amanda) (Entered: 08/12/2021)

08/13/2021

7 CERTIFICATE of interested persons and corporate disclosure statement by Coinbase Global, Inc., (Reagan, Amanda) (Entered: 08/13/2021)

08/16/2021

8 RESPONSE to Motion re 5 MOTION to Compel Arbitration and Stay Action filed by Rahila Tarverdiyeva. (LD) (Entered: 08/18/2021)

08/20/2021

9 MOTION for Leave to File Other Document: Reply in Support of Its Motion to Compel Arbitration and Stay Action by Coinbase Global, Inc., (Reagan, Amanda) (Entered: 08/20/2021)

08/20/2021

10 ADDITIONAL RESPONSE to Motion re 5 MOTION to Compel Arbitration and Stay Action filed by Rahila Tarverdiyeva. (LD) (Entered: 08/23/2021)

08/25/2021

11 SUPPLEMENT re 10 Response to motion by Rahila Tarverdiyeva. (Attachments: #1 Exhibit, #2 Exhibit) (AG) (Entered: 08/26/2021)

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09/02/2021

12 RESPONSE in Opposition re 5 MOTION to Compel Arbitration and Stay Action, 9 MOTION for Leave to File Other Document: Reply in Support of Its Motion to Compel Arbitration and Stay Action filed by Rahila Tarverdiyeva. (Attachments: #1 Exhibit) (LD) (Entered: 09/02/2021)

09/08/2021

13 ORDER GRANTING 5 Defendant's Motion to Compel Arbitration and Stay Action; DENYING AS MOOT 9 Defendant's Motion for Leave to File Reply in Support of Motion to Compel Arbitration and Stay Action. Plaintiff is ORDERED to submit her claims in this action to arbitration in accordance with arbitration clauses in the User Agreement. This case is STAYED pending completion of arbitration. The Clerk is directed to TERMINATE all motions pending before the Court and ADMINISTRATIVELY CLOSE this case. The Parties shall have fourteen (14) days after the completion of arbitration to file a notice or appropriate motion advising the Court how and whether this case should proceed. Signed by Judge Mary S. Scriven on 9/8/2021. (JRF) (Entered: 09/08/2021)

09/17/2021

14 MOTION for Reconsideration re 13 Order on Motion to Compel Order on Motion for Leave to File Document by Rahila Tarverdiyeva. (LD) (Entered: 09/17/2021)

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09/30/2021

15 NOTICE OF APPEAL as to 13 Order on Motion to Compel Order on Motion for Leave to File Document by Rahila Tarverdiyeva. Filing fee \$ 505, receipt number TPA64936. (Attachments: #1 Exhibit - Proof of Service to Court of Appeals) (LD) (Entered:09/30/2021)

09/30/2021

16 TRANSMITTAL of initial appeal package to USCA consisting of copies of notice of appeal, docket sheet, order/judgment being appealed, and motion, if applicable to USCA re 15 Notice of Appeal. (LD) (Entered: 09/30/2021)

09/30/2021

17 RESPONSE in Opposition re 14 MOTION for Reconsideration re 13 Order on Motion to Compel Order on Motion for Leave to File Document Defendant Coinbase, Inc.'s Response in Opposition to Plaintiff's Motion for Reconsideration filed by Coinbase Global, Inc., (Reagan, Amanda) (Entered: 09/30/2021)

10/07/2021

18 REPLY re 17 Response in Opposition to Motion by Rahila Tarverdiyeva. (LD) (Entered: 10/07/2021)

12/09/2021

19 ORDER DENYING 14 Plaintiff's Motion for Reconsideration. Signed by Judge Mary S. Scriven on 12/9/2021. (JRF) (Entered: 12/09/2021)

01/21/2022

Pursuant to F.R.A.P. 11(c), the Clerk of the District Court for the Middle District of Florida certifies that the record is complete for the purposes of this appeal re: 15 Notice of Appeal. All documents are imaged and available for the USCA to retrieve electronically. USCA number: 21-13354-CC (LD) (Entered: 01/21/2022)

03/23/2022

20 ORDER of USCA: Motion to dismiss appeal for lack of jurisdiction filed by Appellee Coinbase Global, Inc. is GRANTED as to 15 Notice of Appeal filed by Rahila Tarverdiyeva. EOD: 3/22/22; USCA number: 21-13354-CC. (JNB) (Entered: 03/22/2022)



IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 21-13354-CC

RAHILA TARVERDIYEVA,
Mrs.

Plaintiff - Appellant,

versus

COINBASE GLOBAL, INC.,
a.k.a.
Coinbase,

Defendant - Appellee.

Appeal from the United States District Court
for the Middle District of Florida

Before: JORDAN, BRANCH and BRASHER, Circuit Judges.

BY THE COURT:

Rahila Tarverdiyeva's motion for reconsideration of our March 22, 2022, order dismissing the appeal for lack of jurisdiction is DENIED.