26-5059 ORIGINAL

No. ______

Supreme Court, U.S.
FILED
JUN 26 2026
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IN THE SUPREME COURT OF THE UNITED STATES

RUSSELL ROPE,

Petitioner,

v.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES,

Respondent,

COINBASE, INC.,

Real Party in Interest.

PETITION FOR A WRIT OF CERTIORARI

On Petition for a Writ of Certiorari to the Supreme Court of California

*California Supreme Court – **Case No. S295777***

*California Court of Appeal, Second Appellate District, Division Four – **Case No. B352989***

*Superior Court of California, County of Los Angeles – **Case No. 25STCV16692***

Russell Rope | *Petitioner In Pro Per*

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QUESTIONS PRESENTED

This case concerns whether a state court may compel arbitration based on disputed electronic terms, generalized platform evidence, and alleged digital assent without resolving preserved objections to formation, authentication, the operative agreement, biometric-access restrictions, public-facing relief, non-signatory actors, and whether post-lockout misconduct falls within the scope of any proven arbitration agreement.

The questions presented are:

1. Whether a court may compel arbitration under the Federal Arbitration Act where the party seeking arbitration failed to prove formation through competent, authenticated, account-specific evidence establishing assent to the operative electronic arbitration agreement.

2. Whether due process permits a court to compel arbitration and stay a civil action without findings resolving preserved disputes concerning electronic assent, authentication, the identity of the operative agreement, delegation, public injunctive relief, and disability-related objections.

3. Whether due process and the Federal Arbitration Act require judicial resolution, before arbitration may be compelled, of preserved threshold objections that mandatory biometric verification and the refusal of reasonable alternative verification create an access barrier to custodial digital assets, and that the asserted arbitration agreement would waive or preclude public injunctive relief, including public-facing relief directed at that same biometric-access barrier.

LIST OF PARTIES

- **Petitioner Russell Rope** was the plaintiff in the Los Angeles County Superior Court and the petitioner in the California appellate proceedings.
- **Respondent Superior Court of California, County of Los Angeles**, was the respondent in the California writ proceedings.
- **Real Party in Interest Coinbase, Inc.**, was the defendant in the Superior Court and real party in interest in the California writ proceedings.
- **Does 1–20** were named as Doe defendants in the Superior Court action. Their identities have not been determined, and they did not appear in the California appellate writ proceedings. Petitioner contends that compelling arbitration before discovery improperly prevents identification of those non-signatory actors, their roles, and their relationship to the alleged misconduct.

CORPORATE DISCLOSURE STATEMENT

Petitioner Russell Rope is an individual and has no parent corporation. No publicly held corporation owns 10% or more of Petitioner.

RELATED PROCEEDINGS

- Los Angeles County Superior Court, Rope v. Coinbase, Inc., Case No. 25STCV16692. Order granting Coinbase, Inc.'s Petition to Compel Arbitration entered November 26, 2025. App. C, p. 6.

- California Court of Appeal, Second Appellate District, Division Four, Rope v. Superior Court, Case No. B352989. Petition for writ relief denied March 16, 2026. App. B, p. 4.

- Supreme Court of California, Rope v. Superior Court, Case No. S295777. Petition for review and application for stay denied April 29, 2026. App. A, p. 2.

- A separate earlier California Supreme Court proceeding, Case No. S291823, arose from emergency preservation and access proceedings involving the same Superior Court case. That matter is not the direct order reviewed here, but it is part of the procedural background because it concerned preservation of the digital assets at issue.

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PETITION FOR A WRIT OF CERTIORARI

Petitioner Russell Rope respectfully petitions for a writ of certiorari to review the judgment and orders below.

OPINIONS BELOW

- The orders below are unreported. The Supreme Court of California denied Petitioner's petition for review and application for stay on April 29, 2026. The order is reproduced at Appendix A.

- The California Court of Appeal, Second Appellate District, Division Four, denied Petitioner's petition for writ relief on March 16, 2026. The order is reproduced at Appendix B.

- The Los Angeles County Superior Court granted Coinbase, Inc.'s Petition to Compel Arbitration and stayed the civil action on November 26, 2025. The minute order is reproduced at Appendix C.

JURISDICTION

The Supreme Court of California denied review on April 29, 2026. App. A, p. 2. This petition is timely filed within 90 days of that order under Supreme Court Rule 13. This Court's jurisdiction is invoked under 28 U.S.C. § 1257(a).

The order compelling arbitration is reviewable under the finality principles of Cox Broadcasting Corp. v. Cohn, 420 U.S. 469 (1975). This Court has recognized that § 1257(a) requires finality, but that finality is applied pragmatically where a federal issue has been finally determined for practical purposes and delayed review would defeat meaningful review. See Jefferson v. City of Tarrant, 522 U.S. 75, 81 (1997); Florida v. Thomas, 532 U.S. 774, 777 (2001).

Those principles are satisfied here. First, the federal questions presented — whether arbitration may be compelled without authenticated proof of formation, and whether due process permits an arbitration order without findings resolving preserved federal objections — are separable from the merits of Petitioner's underlying claims. Second, those federal questions were raised in the trial court and preserved through the California appellate proceedings. Third, the state-court process concerning the arbitration order ended when the California Supreme Court denied review, leaving the arbitration order in force. Fourth, the federal questions will be effectively unreviewable if Petitioner is required to proceed through private arbitration before any court has determined whether an agreement to arbitrate was actually formed. Once Petitioner is forced to arbitrate, the claimed federal right to a judicial determination of formation before arbitration will be irreparably impaired.

Nor does the Court of Appeal's summary procedural disposition supply an adequate and independent state ground barring review. The Court of Appeal cited timeliness, adequacy of the record, and failure to establish entitlement to relief, but did so without identifying any missing record, explaining why the timing defeated review, or resolving the federal questions preserved below. Those procedural references were summary, unexplained, and intertwined with the absence of findings from the trial court. They should not bar review of the federal questions presented.

The order compelling arbitration conclusively determined the forum issue. It required Petitioner to proceed in private arbitration under an alleged electronic arbitration agreement whose formation, authentication, scope, and enforceability Petitioner disputed at every stage. The stay of the civil action prevents Petitioner from obtaining judicial relief until after arbitration has run its course. Under these circumstances, the federal questions presented here cannot await final judgment on the merits. This case falls within Cox's pragmatic finality doctrine because the federal forum question has been finally determined for practical purposes: further proceedings will occur only in the compelled arbitral forum under an agreement whose existence has never been judicially confirmed, and delayed review would seriously erode the federal consent principle by forcing Petitioner to arbitrate before any court has determined that he agreed to arbitrate. The Court of Appeal's summary procedural disposition does not supply an adequate and independent state ground barring review for the reasons set forth in Section V below. Review is appropriate now.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

- The Federal Arbitration Act, 9 U.S.C. § 2, provides in relevant part:
- "A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction ... shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract."
- The Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., prohibits disability discrimination and requires reasonable modifications in appropriate circumstances.
- The Fourteenth Amendment to the United States Constitution provides in relevant part that no State shall "deprive any person of life, liberty, or property, without due process of law."
- Relevant provisions are reproduced in the Appendix. App. F, p. 30.

STATEMENT OF THE CASE

I. The Dispute Concerns Access to Assets Through Mandatory Biometric Verification.

This case arises from a dispute over access to digital assets, account functionality, and online property associated with Coinbase, Inc.

Petitioner used Coinbase-related services in connection with digital assets, NFTs, blockchain projects, and related business activity. Petitioner alleges that Coinbase imposed or enforced a biometric facial-verification requirement as a condition of restoring or maintaining access to digital assets and account functionality.

Petitioner objected to mandatory facial verification and sought lawful alternative verification. Petitioner asserted disability-related objections, privacy and bodily-autonomy concerns, and the need for a reasonable non-biometric accommodation. Petitioner contended that Coinbase's refusal to provide an equivalent alternative verification path effectively locked him out of digital assets unless he submitted biometric information.

The dispute is therefore not a routine consumer-service disagreement. It concerns access to online property, custodial platform control, biometric identity systems, reasonable alternative verification, and whether a private platform may use an alleged electronic arbitration clause to remove those questions from court before formation and enforceability are judicially resolved.

II. Coinbase Sought Arbitration Based on Disputed Electronic Terms and Contested Proof of Assent.

Coinbase moved to compel arbitration and stay the Superior Court action.

Petitioner disputed that Coinbase had proven any enforceable arbitration agreement. Petitioner challenged whether Coinbase had shown assent to the specific arbitration clause relied upon, whether the alleged terms were the operative terms, whether the records were authenticated, whether a delegation clause was validly formed, and whether Coinbase's proof connected Petitioner to the agreement Coinbase sought to enforce.

Petitioner objected that Coinbase relied on generalized platform evidence, screenshots, terms-of-service materials, and declarations rather than competent, authenticated, account-specific evidence demonstrating when, how, and to what Petitioner allegedly assented.

Petitioner further argued that Coinbase conflated separate products and services, including Coinbase.com, Coinbase Wallet, Web3 wallet functionality, and related account systems. Petitioner contended that this conflation mattered because the arbitration analysis depended upon the specific product, account relationship, terms, timing, scope, and access restriction at issue.

III. Petitioner Preserved Objections to Formation, Authentication, Delegation, ADA

Accommodation, Public Relief, and Non-Signatory Actors.

Petitioner opposed arbitration on multiple preserved grounds.

First, Petitioner argued that Coinbase failed to prove formation and assent. The party seeking arbitration bears the burden to establish the existence of an agreement. Petitioner contended that Coinbase failed to carry that burden.

Second, Petitioner objected to Coinbase's evidence. Petitioner challenged authentication, foundation, personal knowledge, hearsay, business-records foundation, screenshots, terms-of-service exhibits, and declarations that did not establish account-specific assent.

Third, Petitioner challenged enforcement of any delegation clause absent proof of assent. Petitioner argued that a court may not delegate arbitrability to an arbitrator unless the party resisting arbitration actually agreed to the delegation clause.

Fourth, Petitioner raised disability-related objections arising from mandatory biometric facial verification. Petitioner asserted that Coinbase's verification process created an access barrier and that Coinbase failed to provide a reasonable alternative accommodation.

Fifth, Petitioner argued that the biometric-access restrictions and account-restoration practices implicated public injunctive relief because similar policies could affect other users subjected to biometric verification as a condition of accessing digital assets or account functionality.

Sixth, Petitioner argued that Doe defendants and non-signatory actors could not be forced into arbitration absent proof that they were bound by any arbitration agreement. The arbitration order affected claims involving unidentified Doe defendants and non-signatory actors before discovery could determine who they were, what role they played, or whether they were bound by any arbitration agreement.

Seventh, Petitioner alleged fraud from the outset, including fraudulent concealment of account-access capabilities, refusal to provide available non-biometric recovery alternatives, and use of disputed electronic terms to prevent judicial discovery into the lockout, biometric-access barrier, and Doe defendants. Those allegations do not ask this Court to decide the merits of the fraud claims now. They show why threshold judicial review was required before arbitration could be compelled. Where fraud allegations challenge assent, authentication, the identity of the operative agreement, and the evidentiary basis for compelling arbitration, a court must resolve those issues before enforcing the alleged arbitration clause.

IV. Both Parties Identified Controverted Issues Requiring Judicial Determination.

Before the arbitration hearing, Coinbase itself requested a statement of decision. Coinbase identified multiple disputed issues, including assent, scope, delegation, waiver, public-versus-private injunctive relief, and unconscionability. App. D, p. 10.

Petitioner responded that Coinbase's proposed issues were incomplete and that any findings should address all controverted issues presented by both parties, including formation, authentication, evidentiary objections, delegation, waiver, unconscionability, public policy, biometric access, platform conflation, and Doe defendants. App. E, p. 15-17.

After the Superior Court granted arbitration, Petitioner requested immediate entry of a statement of decision. Petitioner explained that findings were necessary to identify the factual and legal basis of the ruling, preserve review, determine what agreement the court enforced, and determine whether the court reached the preserved objections. App. E, p. 25.

No statement of decision or comparable findings issued.

V. The Superior Court Compelled Arbitration Without Findings Resolving the Threshold Disputes.

On November 26, 2025, the Superior Court granted Coinbase's Petition to Compel Arbitration and stayed the civil action. App. C, p. 6. The order consisted of a one-page minute order reflecting the court's ruling. It did not identify the operative arbitration agreement by name, date, or version. It contained no written findings, no analysis of Petitioner's evidentiary objections, and no resolution of any of the threshold disputes the parties had identified as controverted. The entire ruling is reproduced in Appendix C.

The order did not identify the operative agreement. It did not explain how Coinbase proved electronic assent. It did not resolve the evidentiary objections. It did not identify what authenticated account-specific evidence established formation. It did not determine whether Petitioner assented to a delegation clause. It did not address the ADA-related biometric-access objections. It did not determine whether claims for public injunctive relief were private or public-facing. It did not resolve the Doe-defendant and non-signatory issues.

The order therefore removed Petitioner from court and forced him toward private arbitration without a record showing how the threshold formation and enforceability disputes were resolved.

VI. The California Appellate Courts Denied Discretionary Relief Without Resolving the Federal Questions.

Petitioner sought writ relief in the California Court of Appeal.

The Court of Appeal denied relief by summary order. The order stated that the petition was untimely, failed to provide an adequate record, and failed to establish entitlement to relief. App. B, p. 4.

Petitioner sought further review. Petitioner challenged the procedural disposition, explained the timing and record, and argued that the case presented substantial federal questions involving arbitration formation, electronic assent, authentication, biometric verification, ADA accommodation, public injunctive relief, and meaningful judicial review.

The Supreme Court of California denied review and denied Petitioner's application for stay on April 29, 2026. App. A, p. 2.

This petition follows.

REASONS FOR GRANTING THE PETITION

I. The Decision Below Conflicts With This Court's Repeated Holding That Arbitration Is a Matter of Consent, Not Presumption.

The Federal Arbitration Act makes arbitration agreements enforceable. It does not create arbitration agreements where none were formed.

This Court has repeatedly held that arbitration is a matter of consent. First Options of Chicago, Inc. v. Kaplan, 514 U.S. 938 (1995). Courts may not compel parties to arbitrate unless they agreed to do so. Granite Rock Co. v. International Brotherhood of Teamsters, 561 U.S. 287 (2010). Consent is the foundation of arbitration. Stolt-Nielsen S.A. v. AnimalFeeds International Corp., 559 U.S. 662 (2010); Lamps Plus, Inc. v. Varela, 587 U.S. 176 (2019).

That principle applies with special force when the alleged agreement is electronic, the evidence is controlled by the platform seeking arbitration, and the resisting party disputes assent.

Here, Petitioner disputed formation from the outset. He challenged Coinbase's proof, objected to authentication, disputed the operative agreement, challenged the delegation clause, and argued that Coinbase failed to produce competent account-specific evidence showing that Petitioner assented to the arbitration clause Coinbase sought to enforce.

The Superior Court nevertheless compelled arbitration without findings identifying the agreement, the evidence proving assent, or the resolution of Petitioner's objections. That result is inconsistent with this Court's arbitration precedents. The FAA favors enforcement of arbitration agreements after formation is established. It does not permit courts to bypass formation.

This Court recently reaffirmed that courts must decide antecedent contract questions where multiple or disputed agreements affect arbitrability. Coinbase, Inc. v. Suski, 602 U.S. 143 (2024). The decision below cannot be reconciled with Suski. There, this Court reaffirmed that arbitration is a matter of contract and consent, and that before a delegation provision or forum-selection clause can be enforced, "a court needs to decide what the parties have agreed to — i.e., which contract controls." Id. at 148. Here, the Superior Court compelled arbitration without identifying which agreement governed, without resolving whether Petitioner assented to that agreement, and without findings permitting review of those antecedent determinations. If Suski required judicial determination of which agreement controlled where two agreements existed, this case presents an even more basic threshold problem: the court compelled arbitration without first identifying and authenticating any operative agreement to which Petitioner assented.

Just as New Prime required courts to resolve threshold questions about the FAA's applicability before compelling arbitration, courts must resolve threshold formation disputes before the FAA's enforcement mechanism is triggered at all. New Prime Inc. v. Oliveira, 586 U.S. 105 (2019).

The conflict also extends to Granite Rock. There, this Court held that courts should order arbitration only where the court is satisfied that neither formation of the arbitration agreement nor its enforceability or applicability is in issue; where a party contests those matters, "the court" must resolve the disagreement. Granite Rock Co. v. International Brotherhood of Teamsters, 561 U.S. 287, 299–300 (2010). The order below dispensed with that requirement by compelling arbitration on a record that identified no operative agreement and resolved no preserved objection to formation, authentication, delegation, or scope.

Courts decide what the parties agreed to before forcing them into arbitration. A delegation clause cannot avoid that threshold inquiry unless the resisting party agreed to the delegation clause. Rent-A-Center, West, Inc. v. Jackson, 561 U.S. 63 (2010); Henry Schein, Inc. v. Archer & White Sales, Inc., 586 U.S. 63 (2019).

The order below departed from that rule. By compelling arbitration without findings resolving formation, the court treated Coinbase's alleged electronic terms as self-authenticating and self-enforcing.

That approach effectively converts platform records into conclusive proof of consent. If allowed to stand, digital platforms may compel arbitration by submitting generalized terms and declarations while withholding the account-specific proof necessary to establish assent.

Petitioner's fraud and post-lockout misconduct allegations reinforce the need for threshold judicial findings. Petitioner alleged fraud from the outset, including fraudulent concealment of account-access capabilities, refusal to provide available non-biometric recovery alternatives, access obstruction, wrongful withholding of digital property, and use of disputed electronic terms to prevent judicial discovery into the lockout, biometric-access barrier, and Doe defendants. Those allegations do not require this Court to decide the merits of the fraud claims now. They show why the court was required to determine formation, authentication, scope, delegation, and the operative agreement before compelling arbitration. Where fraud allegations challenge assent, the evidentiary basis for arbitration, the identity of the governing agreement, and whether post-lockout misconduct or non-signatory actors fall within any proven arbitration clause, a court must resolve those threshold issues before enforcing the alleged arbitration agreement.

This Court should grant review to reaffirm that the FAA requires proof of agreement before arbitration may be compelled.

II. This Case Presents an Important and Recurring Question Concerning Electronic Contract Formation in the Digital-Platform Economy.

The question presented is nationally important.

Digital platforms now govern access to financial accounts, cryptocurrency, NFTs, cloud storage, creator marketplaces, communications, payment systems, and identity-dependent services. Many platforms rely on electronic terms of service, unilateral updates, mobile screens, clickwrap flows, browsewrap notices, email notices, backend logs, and automated records.

Users often cannot access the very evidence needed to test whether assent occurred. The platform controls the logs, metadata, interface history, version history, account records, and internal verification systems. When a platform then seeks arbitration, courts must require competent proof rather than assume assent from general platform practice.

Lower courts have repeatedly addressed electronic assent disputes with varying emphasis on notice, interface design, affirmative manifestation, account-specific records, and authentication. See Nguyen v. Barnes & Noble Inc., 763 F.3d 1171 (9th Cir. 2014); Berman v. Freedom Financial Network, LLC, 30 F.4th 849 (9th Cir. 2022); Ruiz v. Moss Bros. Auto Group, Inc., 232 Cal.App.4th 836 (2014).

The problem has intensified as digital platforms have consolidated account access, payment functions, custodial services, marketplaces, and identity verification into a single online relationship. The Ninth Circuit has repeatedly addressed electronic assent in digital-platform arbitration disputes, including websites, sign-in-wrap interfaces, and mobile applications. See Nguyen, 763 F.3d 1171; Berman, 30 F.4th 849; Keebaugh v. Warner Bros. Entertainment Inc., 100 F.4th 1005 (9th Cir. 2024). Those cases turn heavily on interface design, conspicuousness, notice, and manifestation of assent. But this Court has not addressed what quantum or type of evidence — as distinguished from general platform practices, screenshots, or declarations — is sufficient to prove formation of an electronic arbitration agreement when the resisting party disputes assent, authentication, and the identity of the operative terms.

This case presents that issue in a high-stakes digital-asset context.

Petitioner did not dispute arbitration as an abstract matter. He disputed the existence of the particular arbitration agreement Coinbase invoked. He challenged whether Coinbase proved that he saw, accepted, or assented to the operative terms. He challenged whether Coinbase authenticated the evidence. He challenged whether the specific services and assets at issue were governed by the same terms Coinbase cited.

Those objections should have required findings.

Instead, the Superior Court compelled arbitration without identifying the operative agreement or explaining how Coinbase proved assent.

Digital platforms increasingly combine financial services, identity verification, wallet infrastructure, marketplaces, and arbitration clauses. If courts do not require account-specific proof of assent, platform arbitration clauses can become functionally immune from meaningful formation review.

This Court should grant review because the question extends far beyond this dispute.

III. This Case Presents an Important Federal Question Concerning Biometric Access Barriers, Digital Assets, and Reasonable Alternative Verification.

This case also presents a modern access question: whether a platform controlling access to digital assets may condition restoration of access on biometric facial verification while refusing reasonable alternative verification.

Biometric systems are increasingly used as gateways to financial and digital services. A user who cannot or will not submit biometric data may be effectively excluded from account access, property access, or digital participation. When the account contains digital assets or business infrastructure, the exclusion is not merely inconvenient. It can function as a lockout from property and commerce.

Petitioner alleged that Coinbase required facial verification as the practical condition of restoring access. Petitioner objected and requested alternative verification. Petitioner asserted disability-related objections and reasonable accommodation concerns. Petitioner further asserted that Coinbase's biometric-access practices could affect other users subjected to similar requirements.

The ADA does not disappear in digital environments. This Court has recognized that disability-access principles require reasonable modifications where necessary to provide access. PGA Tour, Inc. v. Martin, 532 U.S. 661 (2001). Lower courts have also recognized that digital access barriers can raise ADA concerns. Robles v. Domino's Pizza, LLC, 913 F.3d 898 (9th Cir. 2019). The point here is not to decide ADA liability, but to decide whether preserved ADA-based access objections must be resolved before a court compels arbitration and removes those objections from public judicial review.

The question here is not whether all biometric verification is unlawful. The question is whether a court may compel private arbitration before determining whether mandatory biometric verification, refusal of alternative verification, and public-facing access claims raise threshold issues that must be judicially addressed.

That question is important because biometric verification is becoming routine. Cryptocurrency exchanges, banks, payment platforms, travel services, gig-economy platforms, and identity systems increasingly demand facial scans or similar verification. Users with disabilities, technical limitations, privacy risks, safety concerns, or religious and conscience objections may need alternative methods.

If platforms can force those disputes into arbitration without first proving assent, then public law questions involving biometric access may never receive public judicial review.

This case provides a direct vehicle to address that problem.

IV. The Absence of Findings Prevented Meaningful Review of the Arbitration Order.

This case is also important because the arbitration order lacks findings resolving the threshold issues.

Both parties identified controverted issues. Coinbase requested a statement of decision and identified issues including assent, scope, waiver, public-versus-private injunctive relief, unconscionability, and delegation. Petitioner responded and identified additional issues, including authentication, evidentiary objections, platform conflation, biometric access, public policy, and Doe defendants. After the ruling, Petitioner requested immediate entry of a statement of decision.

No statement issued.

Without findings, the reviewing courts could not determine:

1. what agreement the Superior Court enforced;
2. what evidence proved assent;
3. whether evidentiary objections were overruled or ignored;
4. whether a delegation clause was separately formed;
5. whether public injunctive relief was compelled or waived;

6. whether ADA-related objections were considered;
7. whether Coinbase's evidence was authenticated;
8. whether Doe defendants and non-signatories were addressed; or
9. whether the court treated distinct Coinbase products as one platform relationship.

This lack of findings matters because arbitration orders deprive parties of a judicial forum. A party resisting arbitration is entitled to meaningful threshold review of whether an agreement exists. When a court compels arbitration without explaining formation, appellate review becomes impossible or illusory. If arbitration orders may issue without findings resolving preserved formation, authentication, scope, and public-relief objections, then the threshold consent inquiry becomes effectively unreviewable across digital-platform arbitration disputes.

The issue is not merely state-law statement-of-decision procedure. The federal issue is whether due process and the FAA permit a court to compel arbitration without resolving preserved disputes necessary to determine whether arbitration was authorized at all.

The answer should be no.

The FAA does not require blind enforcement of disputed electronic terms. It requires courts to enforce agreements. Where formation is disputed, meaningful findings are necessary to show that an agreement exists.

V. The Procedural Disposition Below Should Not Bar Review.

The Court of Appeal denied writ relief on three stated grounds: untimeliness, inadequacy of the record, and failure to establish entitlement to relief. Those summary references do not supply a clearly adequate and independent state ground barring this Court's review. See Michigan v. Long, 463 U.S. 1032, 1041 (1983). Where a state procedural ruling is interwoven with the federal questions presented, or where the state court does not clearly and expressly rely on an independent state ground sufficient to support the judgment, this Court may review the preserved federal questions.

Here, the stated procedural grounds were intertwined with the same defects Petitioner challenges. The timeliness ruling followed the trial court's failure to issue findings or a statement of decision after Coinbase itself identified controverted issues requiring resolution. The inadequate-record ruling was conclusory: the Court of Appeal identified no specific missing document, requested no supplementation, and did not explain what additional record material was necessary to review the threshold federal question whether arbitration could be compelled without proof of formation. The "no entitlement to relief" statement was not a reasoned merits determination of the federal questions; it was part of a summary discretionary writ denial that left the formation, authentication, due-process, biometric-access, and public-relief issues unresolved. Because the procedural disposition was summary, unexplained, and intertwined with the absence of findings, it should not bar review.

The Court of Appeal denied writ relief by summary order citing timeliness, adequacy of the record, and failure to establish entitlement to relief. That summary procedural disposition should not bar review.

First, Petitioner challenged the timeliness ruling in the California Supreme Court. Petitioner explained that he sought clarification and findings after the arbitration order, that the absence of a statement of decision affected the timing and record, and that the arbitration order continued to impose ongoing harm by forcing him toward a disputed private forum.

Second, Petitioner challenged the inadequate-record determination. The record submitted to the California appellate courts included the arbitration order, briefing, declarations, evidentiary objections, and relevant procedural documents. The Court of Appeal did not identify a specific missing document essential to review. Nor did it request supplementation.

Third, the federal questions are apparent from the face of the order and preserved filings. The case does not require this Court to reweigh facts. It requires review of whether courts may compel arbitration without resolving formation and enforceability disputes.

Fourth, the California Supreme Court denied review without adopting a reasoned opinion. Its denial left the arbitration order in effect and left unresolved the federal questions Petitioner presented.

Fifth, the arbitration order imposes immediate practical consequences. Petitioner is required to proceed in arbitration under an alleged agreement whose existence and scope remain disputed. If review waits until after arbitration, the loss of judicial forum, public adjudication, and threshold discovery will already have occurred.

The procedural posture therefore strengthens, rather than weakens, the need for review. A summary procedural denial should not insulate an order compelling arbitration where the preserved federal questions concern the very authority to compel arbitration in the first place.

VI. This Case Is an Appropriate Vehicle.

This case is an appropriate vehicle because the key issues were raised and preserved. Petitioner disputed electronic assent and contract formation in the trial court. He objected to Coinbase's evidence. He challenged authentication. He disputed delegation. He raised ADA-related biometric-access issues. He raised public injunctive relief. He identified Doe-defendant and non-signatory problems. He sought findings before and after the arbitration order. He sought writ review, rehearing, and review in the California Supreme Court.

The petition does not require this Court to decide whether Petitioner will ultimately prevail on his underlying claims. It requires only a threshold ruling: whether a court may compel arbitration without competent proof of assent and without findings resolving preserved disputes necessary to determine arbitrability.

The case also presents issues of national importance in a concrete setting:

1. electronic assent;
2. digital terms of service;
3. custodial digital assets;
4. biometric identity verification;
5. disability-related accommodation;
6. public-facing injunctive relief;
7. private arbitration clauses; and
8. judicial review of platform-controlled evidence.

These issues increasingly arise across the modern digital economy. The Court should grant certiorari to clarify the minimum procedural safeguards required before a digital platform may remove a dispute from court through alleged electronic arbitration terms.

VII. This Case Presents a Recurring Federal Question Concerning Public Injunctive Relief and the Limits of FAA Preemption of the McGill Rule.

Petitioner's claims include requests for public-facing injunctive relief arising from Coinbase's biometric-access policies and platform practices that could affect other users subjected to mandatory facial verification as a condition of accessing digital assets or account functionality.

California's McGill rule provides that an arbitration clause purporting to waive a party's right to seek public injunctive relief in any forum is unenforceable under California law. McGill v. Citibank, N.A., 2 Cal.5th 945 (2017). The Ninth Circuit has held that the McGill rule is not preempted by the FAA. Blair v. Rent-A-Center, Inc., 928 F.3d 819 (9th Cir. 2019). The question whether the FAA preempts or limits application of McGill remains recurring and contested. The Supreme Court recently received a petition for certiorari squarely presenting the McGill/FAA-preemption issue in Comcast Cable Communications, LLC v. Ramsey, No. 24-365, cert. denied Jan. 13, 2025, supported by amicus briefs from major business organizations, and declined to resolve the question. This case is a complementary vehicle because the McGill issue arises alongside biometric access barriers, ADA-based objections, digital-asset custody, and prior California application of McGill to Coinbase arbitration provisions.

This case adds a new dimension. The Superior Court compelled arbitration without determining whether Petitioner's claims for relief from Coinbase's biometric-access practices constitute public injunctive relief under McGill. If those claims are public-facing, then compelling arbitration without first making that threshold determination risks enforcing an arbitration clause before deciding whether it unlawfully waives or diverts a non-waivable public right. California courts have applied McGill to Coinbase arbitration provisions in closely related platform-practices litigation. See Kramer v. Coinbase, Inc., 105 Cal.App.5th 741 (2024).

The Superior Court's failure to determine whether Petitioner's claims qualified for the McGill public-relief exception — and the appellate courts' failure to correct that omission — means that a potentially non-waivable public right was compelled into arbitration without a judicial finding on the threshold issue. This Court should grant review to clarify whether courts may compel arbitration without first resolving preserved public-injunctive-relief objections under McGill, the FAA's savings clause, and this Court's consent-based arbitration precedents.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

/s/ Russell Rope | *Petitioner In Pro Per* | Date: June 26, 2026

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