No. 26-5059

IN THE SUPREME COURT OF THE UNITED STATES

RUSSELL ROPE,

Petitioner,

v.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, et al.,

Respondents,

COINBASE, INC.,

Real Party in Interest.

PETITION FOR REHEARING

On Petition for Rehearing of the October 5, 2026 Order Denying Certiorari

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*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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PETITION FOR REHEARING

The question is who decides whether the parties granted an arbitrator authority to decide arbitrability. The answer cannot be supplied by the disputed delegation clause alone. This petition asks the Court to reconsider its October 5, 2026 denial of certiorari in light of a state-high-court decision issued after the certiorari petition was filed, materially bearing on that antecedent inquiry.

On September 24, 2026, while the certiorari petition was pending, the Supreme Court of Illinois unanimously decided Geller v. Uber Technologies, Inc., 2026 IL 132066. Applying this Court's decisions, including Coinbase, Inc. v. Suski, 602 U.S. 143 (2024), Geller held that a court must determine whether the parties agreed to delegate arbitrability of a dispute before enforcing delegation. Geller, ¶¶ 38, 55, 60, 66. The decision also recognized nonuniform treatment of that threshold boundary. Id. ¶ 67.

Petitioner relies upon Geller under Rule 44.2 as an intervening circumstance of substantial effect or, alternatively, as a substantial ground not previously presented. The underlying property, disability-access, biometric, fraud, and other disputed allegations remain outside the grounds for rehearing. They explain the concrete setting in which the federal delegation question arose.

I. The Intervening Geller Decision Sharpens the Threshold Inquiry Already Presented.

The original certiorari petition disputed whether Coinbase had authenticated assent to a particular electronic agreement containing a delegation clause, and whether the governing agreement was judicially determined before that clause was enforced. Pet. 2, 16–18, 21–26. It

invoked Suski's holding that, before enforcing a delegation clause that depends on which agreement governs, a court must decide what the parties agreed to—"which contract controls." 602 U.S. at 145; Pet. 22–23.

Geller states the sequence explicitly: "Where a party contests the formation of the parties' delegation of arbitrability agreement, the court must first resolve the formation disagreement." 2026 IL 132066, ¶ 38. Its synthesis of Henry Schein, Inc. v. Archer & White Sales, Inc., 586 U.S. 63 (2019), New Prime Inc. v. Oliveira, 586 U.S. 105 (2019), and Suski explains that a court must first determine what agreement governs and whether that agreement contains—and governs —the delegation being invoked. Geller, ¶¶ 55, 60. A disputed delegation provision cannot establish its own formation.

Geller further holds that even when a valid delegation ordinarily places scope questions before an arbitrator, a court must first decide whether the parties clearly and unmistakably consented to delegate arbitrability of the dispute at hand. Id. ¶ 66. The Illinois Supreme Court explained that the lower court had "skipped over the initial question." Id. The rule is administrable: the court decides the antecedent consent issue without deciding liability, recoverability, or damages.

The cases are not factually identical. Geller concerned wrongful-death claims arising from another person's use of Uber; here Petitioner contests whether Coinbase proved assent to the asserted delegation-bearing agreement and which electronic agreement controlled. The intervening significance is Geller's treatment of the sequence prescribed by this Court, not the factual identity of the claims.

II. Coinbase Itself Made the Controlling Delegation Agreement a Judicial Question.

The antecedent dispute was concrete, not invented for certiorari. Coinbase's November 25, 2025 Request for Statement of Decision identified—conditionally, in the event its motion to compel arbitration were denied—questions about assent to the November 2023 User Agreement, waiver, public or private injunctive relief, scope, and whether the "operative delegation clause" was conscionable. Pet. App. D, at 8–10. Petitioner separately challenged authenticated assent, the operative terms, and delegation. Pet. App. E, at 13–18; Pet. 17–19. Although Coinbase's request was conditional, it confirms that those questions were disputed below.

Coinbase's own asserted November 2023 Arbitration Agreement also specifies who decides an agreement-version dispute. Appendix 5, § 1.6 provides: "all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator." State Writ App., Vol. 2, at 246 (Coinbase Ex. 3). This existing provision is part of the lower-court record and may be cited even though not reproduced in the certiorari appendix. S. Ct. R. 12.7. It reinforces the agreement-version question already raised in the original petition, without supplying an independent, newly arisen ground for rehearing or proving assent to a later agreement.

The November 26, 2025 minute order states that the Superior Court announced an oral tentative ruling, heard argument, adopted the tentative, granted Coinbase's petition, stayed the entire action, and vacated other hearings. Pet. App. C, at 5–6. In his sworn declaration filed with the March 10, 2026 state writ appendix, Petitioner described his hearing objections to formation, authentication, and the absence of account-specific proof. He stated that the court did not conduct an evidentiary hearing or make express factual findings resolving formation. State Writ App., Vol. 4, Ex. N, at 37–40, ¶¶ 4–5, 9, 14–18. The written order does not identify the operative

agreement, expressly find consent to the particular delegation, or explain the treatment of the authentication objections. This description of the oral proceedings is attributed to Petitioner's sworn declaration.

This is why the intervening Geller decision matters. A court need not resolve every merits objection to compel arbitration. It must first determine that the parties agreed to the particular delegation being enforced. Whether that determination actually occurred is a threshold question that cannot be resolved merely by quoting the contested delegation language.

III. The Practical Consequences Reinforce, but Do Not Enlarge, the Federal Question.

The original petition describes a dispute over access to digital assets already associated with Petitioner's Web3 Wallet when Coinbase required live facial verification to recover access. Petitioner maintains that his identity had previously been verified using his account credentials and government identification; his objection was to an additional facial-biometric condition, not to legitimate identity verification. He requested alternative authentication and secure recovery or transfer of his property, including judicially supervised alternatives. Pet. 16–19, 26–27; State Writ App., Vol. 1, at 55. The petition also preserved disability-related access objections and privacy concerns. These issues explain the practical stakes, not new grounds for rehearing.

The original petition also raised requests for property recovery and public-facing injunctive relief, questions concerning non-signatory Doe defendants, and disputed allegations of fraud and related interference. Pet. 17–19, 23–24, 28–29, 33–34. The order stayed the entire civil action. Pet. App. C, at 5–6. Petitioner does not ask this Court on rehearing to adjudicate those

allegations or the technical feasibility of recovery. They show why the threshold judicial inquiry has real consequences.

The question remains limited and nationally recurring: where a digital platform controls records of assent and claims that a delegation clause assigns arbitrability to an arbitrator, which court determination must come first? Geller reinforces that adjudicating the antecedent agreement and consent questions does not require the court to prejudge the claims that may ultimately be arbitrable.

IV. Geller's Significance Is Substantial Despite the State Procedural Posture.

Geller recognized that the distinction between a delegated scope inquiry and antecedent consent to delegate is "a fine one," and acknowledged that relevant cases are "not wholly consistent." 2026 IL 132066, ¶ 67. It contrasted Airbnb, Inc. v. Rice, 518 P.3d 88, 92 (Nev. 2022), which referred arbitrability to the arbitrator notwithstanding claims apparently unrelated to a booking agreement. Geller held that a court first had to decide whether delegation covered wrongful-death claims arising from another person's use of the service. These are different outcomes from two state courts of last resort on that particular FAA boundary, relevant to Rule 10(b). Petitioner does not represent that this is a split about electronic assent or that California entered a conflicting published merits decision.

The California Court of Appeal denied writ relief in a summary order citing untimeliness, an inadequate record, and failure to establish entitlement to relief. Pet. App. B, at 3–4. The original petition challenged that disposition and addressed finality. Pet. 13–14, 20–21, 30–32. Petitioner's December 4, 2025 request for the ruling's explanation and February 2026 follow-up

correspondence, before his March writ filing, are documented in the state record. State Writ App., Vol. 4, at 25–34. Those earlier events do not themselves establish that the writ was legally timely or constitute additional Rule 44.2 grounds. Geller does not remove the vehicle difficulties but does sharpen the existing federal question whose review Petitioner sought.

CONCLUSION AND REQUESTED DISPOSITION

Petitioner respectfully requests that the Court grant rehearing, vacate its October 5, 2026 order denying certiorari, and grant the petition for a writ of certiorari. Because the Court ordinarily requests a response before granting rehearing, S. Ct. R. 44.3, Petitioner also requests that the Court call for a response.

Respectfully submitted,

/s/ Russell Rope | *Petitioner In Pro Per* | Date: October 29, 2026

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CERTIFICATE PURSUANT TO SUPREME COURT RULE 44.2

I, Russell Rope, appearing without counsel, certify that this Petition for Rehearing is restricted to the grounds specified in Supreme Court Rule 44.2 and is presented in good faith and not for delay. The rehearing ground relied upon is Geller v. Uber Technologies, Inc., 2026 IL 132066 (Sept. 24, 2026), decided after the certiorari petition was filed and not previously presented: an intervening circumstance of substantial effect or, alternatively, another substantial ground not previously presented.

Signature: 

Russell Rope, Petitioner In Pro Per

Dated: October 29, 2026

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PROOF OF SERVICE OF PETITION FOR REHEARING

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PROOF OF SERVICE

I, Russell Rope, declare that on **October 29, 2026**, as required by Supreme Court Rule 29, I served one copy of the enclosed Petition for Rehearing on each party required to be served.

I served counsel for Real Party in Interest Coinbase, Inc. by depositing the documents in the United States mail by USPS ~~Certified~~ Priority w/ Tracking Mail, with postage prepaid, addressed as follows:

Counsel for Coinbase, Inc.

The Norton Law Firm PC

Celine Purcell, Josephine Petrick, and Emily Kirk

300 Frank H. Ogawa Plaza, Suite 450, Oakland, CA 94612

(213) 395-7620

In addition, courtesy electronic copies were sent to the following addresses previously used for service in the state proceedings:

cpurcell@nortonlaw.com, jpetrick@nortonlaw.com, ekirk@nortonlaw.com

I served Respondent Superior Court of California, County of Los Angeles by personally delivering one copy to the ~~Clerk's Office~~ Dept. 24 Courtroom Assistant, Judge Present at the following address:

Dept. 24
~~Clerk~~ **- Superior Court of California, County of Los Angeles**

Stanley Mosk Courthouse

111 North Hill Street, Los Angeles, CA 90012

In addition, a courtesy electronic copy was sent to the address previously provided by the Department 28 clerk: smcdept28@lacourt.org

The courtesy electronic copies were sent in addition to, and not in lieu of, service under Supreme Court Rule 29.

I declare under penalty of perjury that the foregoing is true and correct.

Submitted on October 29, 2026.

/s/ **Russell Rope** | *Petitioner In Pro Per*

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