



Creative Common Law

A Legal System for Stateless Societies

Core v. 0.68 (August 14, 2018)

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Section I

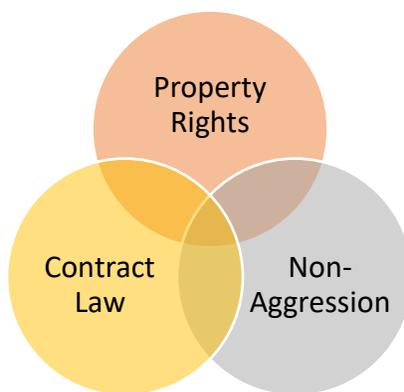
Prolegomena

1. About Creative Common Law (CCL)

1.1. About CCL

1.1.1. This document, in its entirety, constitutes the (Core) Creative Common Law.¹ It is applicable and legally binding for all members² and their property.³

1.1.2. CCL is modeled after the recognition and enforcement of property-rights, the principle of non-aggression, and contract law.⁴ CCL as a whole therefore functions as a legally-enforceable delineation of these three theoretical foundations.⁵



1.2. About the CCL Text

1.2.1. "CCL" in this document refers to the most recent English edition of the CCL.

1.2.2. CCL may refer to, and is therefore legally cross-compatible with, translations of CCL only if (a) the translation in question specifically states its cross compatibility with the same English version that it represents, and (b) semantically and accurately represents that of the original English edition.

1.2.3. Hard-forks of CCL⁶ and previous versions of the legacy CCL are only legally compatible with the most recent legacy version of CCL, and are only legally enforceable to the extent that such members agree with the legacy version.

¹ Note: Hereafter, "CCL."

² Definition: A "member" is any consenting person who voluntarily and verifiably agrees to abide by the CCL. The types and conditions of membership are addressed in chapter 6.

³ Definition: "Property" (i.e., "private property") may be any discernible object or electromagnetic wavelength that exhibits the following characteristics: (a) it is accessible, recognizable, and discernable; (b) persists in the time scale of human action; (c) exists independently of any perception or consciousness; (d) is possible in practice to measure its physicochemical characteristics using the International System of Units (MKSA) or any other equivalent conceptual system.

Clarification: "Property" also includes limited intangible assets such as digital currencies, assets, and the like. Otherwise, "intellectual property" is not recognized (and therefore not enforceable) by CCL.

Definition: "Intellectual property" rights are rights protecting the products of human intelligence and creation, such as copyrightable works, patented inventions, trademarks, and trade secrets.

⁴ Note: Definitions of these terms can be found in chapters 3-4.

⁵ Alternative: The text of CCL functions as the "terms and conditions" of a contract.

⁶ Definition: A "hardfork" is a when a revision to the CCL Core does not gain a full consensus among its members, thus producing a parallel version to the legacy CCL. See ch 10-11.

2. Hermeneutics

2.1. By default, CCL is interpreted according to a contractarian hermeneutic, which interprets CCL according to the plain, present, and public meaning of the text just like any other contemporary contract.

2.2. When, in the context of settling a dispute, there is disagreement between the plaintiff and defendant about interpreting CCL in this contractarian manner, the Adjudicator overseeing the dispute must interpret and apply CCL according to its original intent and context insofar as this interpretive task is possible.⁷ In these cases, nothing in CCL means what it could not have originally meant when it was originally written.⁸

2.3. Footnotes and other parts of the CCL may contain one or more literary devices, each with their own particular function⁹:

2.3.1. *Simple Notes*

2.3.1.1. Footnotes beginning with “Note:” are simple comments or elaborations to assist in the process of interpretation and application.

2.3.2. *Condition*

2.3.2.1. Identifies conditions to the stipulation in question.

2.3.3. *Definition*

2.3.3.1. Provides a short definition of particular words.

2.3.3.2. Assists in interpreting potentially loaded, difficult, or obscure terms.

2.3.3.3. Retains consistent meaning throughout the CCL unless otherwise indicated by context or an explanatory or clarifying note.

2.3.4. *Clarification*

2.3.4.1. Provides short clarification on words, phrases, or concepts in order to prevent confusion or misunderstanding.

2.3.5. *Example, or, E.g.*

2.3.5.1. Provides a case-study or concrete scenario (real or theoretical) where a principle or concept is legitimately embodied.

2.3.5.2. Are rarely exhaustive in scope and are typically used to make a single point.

2.3.5.3. CCL members must not confuse the *principle* embodied in an example from that which is *incidental* in it.

2.3.5.4. Interpreters, therefore, generally cannot legitimately make an “argument from silence.” For example, if a footnote cites examples of intelligent animals (*e.g.*, “dogs, orcas”) it is not legitimate to infer that no other animals are being addressed just because it only explicitly lists two.¹⁰

2.3.6. *Exception*

2.3.6.1. Provides exemptions, allowances, or exclusions to what is being asserted and/or established.

2.3.7. *Alternative*

2.3.7.1. Provides equivalent terminology or concepts to assist and/or enrich understanding.

2.3.7.2. Does not negate or replace the antecedent content or text.

2.4. *Cf.* (confer, compare)

2.4.1.1. Provides additional references to assist and/or enrich understanding of the item(s) cited.

2.4.1.2. Items listed after “*cf.*” are typically to bring awareness to related matters, invoke memory, or encourage research—not provide direct support.

2.4.2. *I.e.* (in other words, that is)

2.4.3. *Etc.* (and others; and so forth; and so on)

⁷ *Note:* By default, the text of the CCL is considered determinant in meaning, though not necessarily singular in meaning.

⁸ *Exception:* Unless, of course, the purpose of an assertion in the CCL was specifically meant to anticipate or make room for presently unknown or unidentifiable states of affairs in the future.

⁹ *Clarification:* The list of devices carries the same meaning whether they appear in footnotes, the main text, or in any other part or area of the CCL.

¹⁰ *Note:* To prevent this error from occurring, footnotes and other areas of the CCL often make use of “*etc.*” and “*et. al.*”

2.4.3.1. Used to indicate that more of the same sort or class might have been mentioned, but for brevity have been omitted.

2.4.3.2. The lack of “etc.” does not necessarily mean that more could not have been added.

2.4.4. *Et. al.* (and others)

2.4.4.1. Used to indicate that more persons might have been mentioned, but for brevity have been omitted. (It is therefore the same as *etc.* but only applies to persons).

2.4.4.2. The lack of “et. al.” does not necessarily mean that more could not have been added.¹¹

¹¹ Cf. “etc.” above.

Section II

Theoretical Framework

3. Property Rights

3.1. In conjunction with the principle of non-aggression,¹² the individual¹³ is sovereign and is free to exercise property rights so long as they do not infringe on others' property rights.¹⁴

3.1.1. Every person has an inherent, exclusive, and inviolable right of self-sovereignty.¹⁵

3.1.2. Every person has the right to justly acquire property and claim property rights¹⁶ over a previously unowned or abandoned scarce resource¹⁷ through the following two means:

3.1.2.1. Homesteading.¹⁸

3.1.2.2. Consensual¹⁹ exchange,²⁰ trade,²¹ or contract.²²

3.2. Riparian Rights²³

3.2.1. Riparian owners have the right to the natural flow²⁴ of water beside or through their property, substantially unaltered²⁵ in quantity or quality.

3.2.2. Just as with trespass,²⁶ nuisance,²⁷ conversion,²⁸ and similar property rights violations, riparian's rights to unaltered water exist whether or not its alteration interferes with any of the riparian owner's activities, and whether or not its alteration interferes with any kind of perceived "public good."

3.3. Atmospheric Rights

3.3.1. Owners of land have the right to the natural flow of air beside or through their property, substantially unaltered in quantity or quality.

3.3.2. Like riparian rights, property-owners' rights to unaltered air exist whether or not its alteration interferes with any of the property owners' activities or wellbeing.²⁹

3.4. Spatial Rights and the Geospatial Frontier

3.4.1. By default, and unless there are legal conditions attached to property ahead of time, the vertical boundary of land-owners' property extends from the earth's core to the Kármán Line.³⁰

¹² See chapter 4 below.

¹³ *I.e.*, a person.

Definition: A "person" is a human being, a living organism of the *homo sapien* species. (*Note:* Qualifiers regarding the applicability of certain law to different developmental phases of a human being is addressed under "membership" below.)

¹⁴ *Clarification:* Since all persons have the right to leave the place of oppression, it may be necessary in desperate situations to violate another's property rights in order to preserve one's life (*e.g.*, pass over another's lawn to escape a nearby explosion, break into another's locked house to avoid being eaten by a ravaging stray lion, etc.). In such rare cases, adjudicators cannot lawfully sentence the aggressor to the full extent of the law, but can only issue a substantially reduced sentence to account for such exceptional circumstances. (*Note:* In many cases, this situation may be different due to easements that prevent blockades. See 3.6 below.)

¹⁵ *Cf.*, "self-ownership." "Self-ownership" terminology is not used because persons are not ownable property.

¹⁶ *Definition:* A "property right" is the right to the exclusive use of and control over private property.

¹⁷ *Definition:* A "previously unowned or abandoned scarce resource" is property that that is not being actively utilized by an individual or group of individuals for the completion of a particular project, or has not been claimed to be owned in a manner that is in compliance with CCL.

¹⁸ *Definition:* "Homesteading" is the process by which human beings justly acquire property rights in a previously unowned or abandoned scarce resource by an original act of appropriation (*i.e.*, mixing one's labor with the resource).

¹⁹ *Definition:* "Consensual" means by consent. For a definition and delineation of "consent," see chapter 5 on Contract Law.

²⁰ *Definition:* "Exchange" a transfer of property/services for other property/services.

²¹ *Definition:* "Trade" is the purchase or sale of an asset (*cf.* "transaction").

²² *Clarification:* It is not necessary for there to be reciprocation to exhibit peaceful, voluntary trade. (*E.g.*, gifts are just as legal as purchased goods.) See ch 5 for definitions regarding contract law.

²³ *Definition:* "Riparian rights" are the rights, which belong to landowners through whose property a natural watercourse runs, to the benefit of such stream for all purposes to which it can be applied.

²⁴ *Clarification:* "Natural flow" refers to the average properties of flow and their variations (*e.g.*, chemical composition, purity, flowrate, temperature, etc.) over a three-year period, which extends from the day of the purchase/acquiring to 36 months prior. In other words, property owners are buying the stream as it exists at the time of purchase but with the knowledge of how that waterflow has naturally fluctuated over past three years. The seller is responsible for documenting any such changes on the property disclosure if the buyer (of the purchase agreement) requests it.

²⁵ *I.e.*, "unchanged." Arbiters and Judge Adjudicators determine what qualifies as "substantially unaltered" in disputes.

²⁶ *Definition:* "Trespass" is an unauthorized entry upon owned land or into owned space.

²⁷ *Definition:* A "nuisance" is the unreasonable, unwarranted, or unlawful use of one's property in a manner that substantially interferes with the enjoyment or use of another individual's property, without an actual trespass or physical invasion to the land.

²⁸ *Definition:* A "conversion" is any unauthorized act that deprives an owner of personal property without his or her consent.

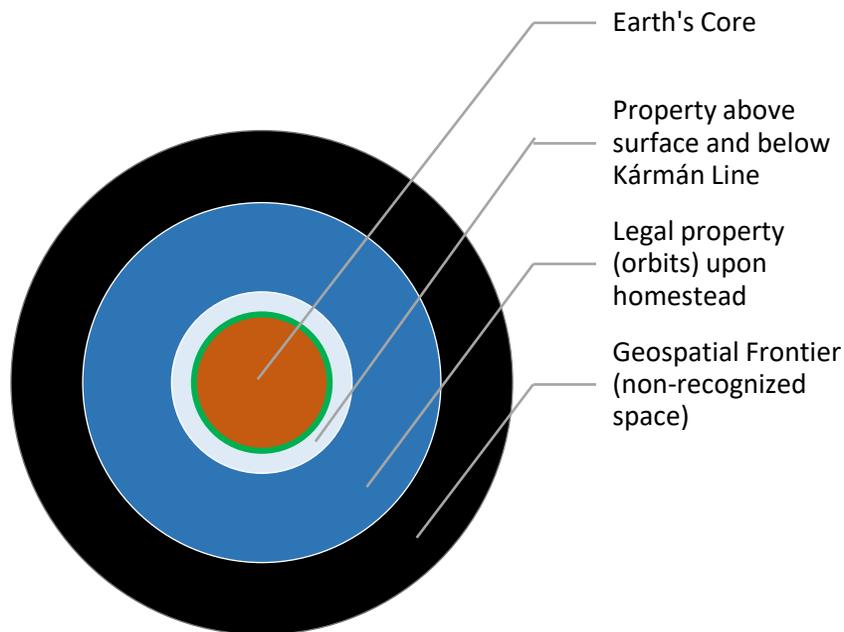
²⁹ *Clarification:* The same terms and conditions specified in riparian law apply to atmospheric rights to the extent that it is relevant and possible.

³⁰ *Definition:* The "Kármán Line" is approximately 100km above the earth's surface and generally represents the threshold between the Earth's atmosphere and space.

3.4.2. All space beyond the Kármán Line to geostationary orbit is recognized as homestead-ready, equally divided (10km high orbital spheres), unowned property. All space homesteaded in this space by a CCL member immediately falls under the jurisdiction of CCL.

3.4.3. No property rights are recognized beyond geostationary orbit and therefore cannot be legally enforced by any member of CCL.³¹

3.5. Property-owners have the right transfer their riparian, atmospheric, and spatial rights just like any other voluntary exchange.³²



3.6. Easements

3.6.1. CCL recognizes property easements.³³

3.6.2. Such easements can be either negative or affirmative.³⁴

3.6.3. Easements come into existence either by implication³⁵ or by prescription.³⁶

3.6.3.1. If the adjacent property is owned, a prescribed easement comes into existence under the following conditions: (1) after three years of appropriation; (2) the easement is either with or absent the permission of the landowner; (3) it is observable; (4) it is continuous and uninterrupted; (5) the (potential) servient estate owner has not complained of nuisance. If these conditions are fulfilled, the easement must then be documented in the title records in the CCL Digital Network.

3.6.3.2. Easements can be terminated at any time by joint consent from both the dominant estate owner and servient estate owner.

Clarification: Given this law, air travel into this space above property, without the property-owners consent, is considered a trespass.

³¹ *Note:* This unowned and unrecognized property is known as "the geospatial frontier."

³² *Clarification:* Unless otherwise noted, "voluntary exchange" in CCL is shorthand for all the ways in which property can be justly exchanged (e.g., trade, transfer, gift, bequeath, etc.).

³³ *Definition:* An "easement" is a nonpossessory interest in another's land/space that entitles the holder only to the right to use such land/space in the specified manner. An "easement appurtenant" attaches to the land/space and benefits its owner. In order for it to exist, there must be two pieces of land/space owned by different individuals. One piece, the "dominant estate," is the land/space that is benefited by the easement. The other piece, known as the "servient estate," is the land/space that has the burden of the easement.

³⁴ *Definition:* An "affirmative easement" entitles the holder to do something on another individual's land (e.g. drive over, use of spring water, entry to make repairs on a fence or slide area, drive cattle across, etc.).

Definition: A "negative easement" divests an owner of the right to do something on the property (e.g., restrictions on buildings, restrictions on blocking view, restriction on hunting wildlife or using natural resources in certain ways, etc.).

³⁵ *Definition:* An "easement by implication" occurs when the owner of a piece of land/space divides such land/space into smaller pieces and sells a smaller piece to another person, retaining a right to enter such piece of land/space. (E.g., a seller divides his or her property and sells half to a purchaser, and the piece that the purchaser buys has a sewer pipe beneath it that serves both pieces of property. The seller has an implied easement to use the sewer pipe that runs under the purchaser's land.)

³⁶ *Definition:* An "easement by prescription" arises through homesteading. If the adjacent property is unowned, this kind of easement comes into existence after three years of regular appropriation. (E.g., A company homesteads an area of land and creates an airport that emits noise through other unowned lands. Three years later, people come to the area and homestead adjacent land to the airport. The company has created an easement—the right to emit airplane noise—through the people's land and is therefore not liable to committing a nuisance.)

- 3.6.4.If the dominant estate is sold or otherwise transferred to another, the easement appurtenant over the servient estate transfers with it.
- 3.6.5.Easements in gross³⁷ are not transferrable.
- 3.6.6.All easements attached to properties are required to appear in title records and property disclosures.

³⁷ *Definition:* An “easement in gross” is not appurtenant to any estate in land. It arises when a servient piece of land exists without a dominant piece being affected. This type of easement is ordinarily personal to the holder.

4. Liberty and Aggression

4.1. Generally speaking,³⁸ all persons are free to do as they please so long as they do not infringe on the freedoms of others, for it is illegal to exercise unjust coercion³⁹ against a person or a person's justly-owned property.⁴⁰

4.1.1. Unjust coercion includes all initiations of coercion ("initiative aggression"⁴¹) and all excessive uses of coercion ("excessive aggression").⁴²

4.1.2. Just coercion⁴³ includes self-defense⁴⁴ and justice-coercion.⁴⁵

4.1.3. The legal classification of unjust coercion is therefore organized as follows (which is also in order of seriousness):

4.1.3.1. Personal Aggression (aggression against a person)

4.1.3.1.1. Initiative (Force,⁴⁶ Duress,⁴⁷ Fraud⁴⁸)

4.1.3.1.2. Excessive (Force,⁴⁹ Duress⁵⁰)⁵¹

4.1.3.2. Property Aggression (aggression against a person's property)

4.1.3.2.1. Initiative (Force,⁵² Duress,⁵³ Fraud⁵⁴)

4.1.3.2.2. Excessive (Force⁵⁵)

4.1.4. If disputes about product liability or defective products arise that cannot be solved through CCL because CCL is deficient to address the relevant issues, Adjudicators will default to relevant portions of the *Restatement of Torts, Third, Product Liability* (1998), which become legally binding for the case, so long as these portions are not in contradiction to any other portion or principle of CCL.

³⁸ Clarification: Breach of contract violates the freedom of others by breaking a promise (not by unjust coercion). Thus, breach of contract is illegal but not necessarily an "aggression" (hence the use of "generally"). See Chapter 5 for Contract Law.

³⁹ Definition: "Coercion" includes (1) force, (2) duress, or (3) fraud.

Definition: "Force" is a subset of coercion; it is any act involving the use of (a) another person without the person's consent, or (b) the use of private property on which a cognizable property right already exists, without consent of the legitimate owner.

Definition: "Duress" is a subset of coercion; it is unlawful pressure exerted upon a person to coerce that person to perform an act that he or she ordinarily would not perform.

Definition: "Fraud" is a subset of coercion; it is false representation of a matter of fact—whether by words or by conduct, by false or misleading allegations, or by concealment of what should have been disclosed—that deceives and is intended to deceive another so that the individual will act upon it in such a way that he or she otherwise would not have acted, or act upon it to her or his legal injury.

⁴⁰ Note: This is referred to as the "non-aggression principle."

⁴¹ Definition: An "aggression" is any violation of the principle of non-aggression, or (alternatively) any violation of one's property rights.

⁴² Definition: "Excessive aggression" is responsive force (a) beyond what is necessary for the immediate cessation of an occurring aggression or (b) beyond what is necessary for justice.

⁴³ Definition: "Just coercion" is responsive coercion manifest as either (a) self-defense or (b) Adjudicator-approved coercion ("justice-coercion").

⁴⁴ Definition: "Self-defense" refers to the protection of one's person or property against some injury attempted by another. All persons have the absolute right to self-defense in concurrent and proportional response to an uninitiated and uninvited force, manifest or imminent.

⁴⁵ Definition: "Justice-coercion" is any act of coercion authorized by a CCL Adjudicator and enforced by a CCL Enforcer. By committing aggression (i.e., using a victim's property without consent) some or all of the aggressor's property rights are transferred to the victim, which allows for responsive (i.e., "just") coercion.

⁴⁶ E.g., assault, rape, murder, etc.

Definition: First degree "assault" is an intentional, nonconsensual act causing harmful contact (i.e., serious bodily injury or invasion) with another person (cf. "battery"). Second degree "assault" is an intentional, nonconsensual act causing offensive contact (e.g., groping) with another person. Third degree "assault" is an intentional act by one person that creates an apprehension in another of an imminent harmful or offensive contact; it is carried out by a threat of bodily harm coupled with an apparent, present ability to cause the harm.

Definition: "Rape" is forcible sexual relations with a person against that person's will; it is a subset of first degree assault.

Definition: "Murder" is the unlawful killing of a human being with malice aforethought; it exists in four degrees (in order of seriousness): (1) intentional murder; (2) a killing that resulted from the intent to do serious bodily injury; (3) a killing that resulted from a depraved heart or extreme recklessness; and (4) murder committed by an accomplice during the commission of, attempt of, or flight from certain aggressions.

⁴⁷ E.g., blackmail, extortion, holding gun to someone's head and demanding that they injure another person, etc.

Definition: "Blackmail" is a threat for purposes of compelling a person to do an act against his or her will, or for purposes of taking the person's money or property.

Definition: "Extortion" is the obtaining of property from another induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right.

⁴⁸ E.g., identity theft.

⁴⁹ E.g., assaulting a neutralized and unthreatening prisoner; murdering someone because they stole a lawn sprinkler, etc.

⁵⁰ E.g., torture, enhanced interrogation, etc.

Definition: "Torture" is a punishment inflicted on supposed criminals to induce them to confess their crimes, reveal their associates, or reveal other information.

Definition: "Enhanced interrogation" is coercive questioning of a suspect or witness, such as water-boarding.

⁵¹ Clarification: There is no such thing as "excessive fraud" because it is never necessary (or legal) to commit fraud in responding to aggression (i.e., when pursuing justice).

⁵² E.g., theft, taxation, embezzlement, swindling, nuisance, trespass, conversion, property damage, etc.

Definition: "Theft" is an aggression in which property belonging to another is taken without that person's consent."

Definition: "Taxation" is theft perpetrated by any entity that claims the right to tax (typically political groups, governments, and states).

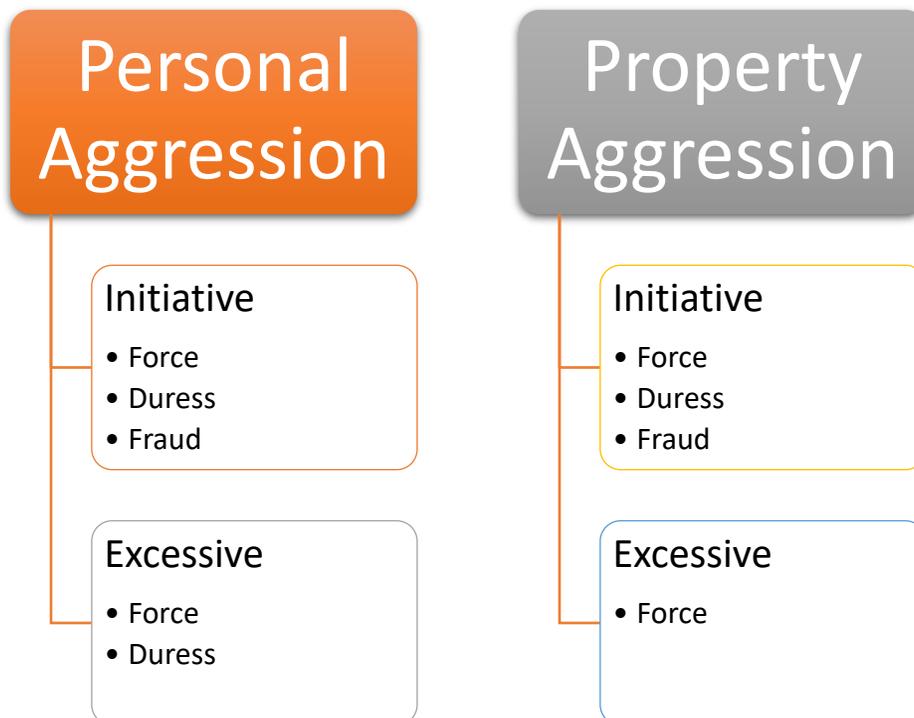
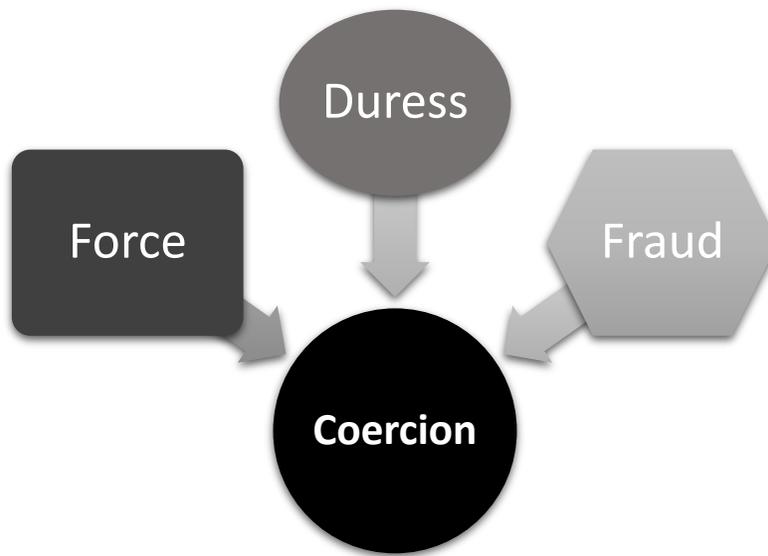
Definition: "Embezzlement" is the fraudulent conversion of another's property by a person who is in a position of trust, such as an agent or employee.

Definition: "Swindling" is wrongfully obtaining property by a false pretense, such as a lie or trick, at the time the property is transferred, which induces the victim to transfer to the wrongdoer title to the property.

⁵³ E.g., hacking another's personal robot/AI entity so that it makes decisions and operates in a different way.

⁵⁴ E.g., cash larceny, forging documents to steal property, etc.

⁵⁵ E.g., destroying someone's car because they stole a lawn sprinkler.



5. Contract Law

5.1. General Observations

5.1.1. A contract is an enforceable promise that allow the participating parties to alter their preexisting legal rights.⁵⁶

5.1.2. All persons have the right to freely and consensually contract.⁵⁷

5.1.3. Contracts are enforced by any CCL Adjudicator(s) and Enforcer(s) concurrently approved by both parties of the contract in accordance with all provisions of CCL.

5.1.4. Contracts may take a variety of forms,⁵⁸ including unilateral and bilateral contracts,⁵⁹ but all contracts made by CCL members are enforceable.

5.2. The formation of a contract requires consent and enforceability.

5.2.1. Consent

5.2.1.1. “Consent” is voluntary acquiescence to the proposal of another, an act of reason and deliberation. A person who possesses and exercises sufficient mental capacity to make an intelligent decision demonstrates consent by performing an act recommended by another.⁶⁰

5.2.1.2. Unless otherwise stated in CCL, “consent,” “consenting,” and “consensual” always involves (a) voluntarism (not being under coercion), (b) mutuality (shared understanding), and (c) honesty (lacking deception or intentional misleading).

5.2.1.3. Consent exists on a scale of justifiability from express consent, to implied consent, to hypothetical consent. Transactions and activities have greater justification the closer that they approximate express consent.

5.2.1.4. “Express consent” is a clear and voluntary indication of preference or choice, usually oral or written, and freely given in circumstances where the available options and their consequences have been made clear (*i.e.*, “informed consent”).⁶¹

5.2.1.5. “Implied consent” is inferred from signs, actions, or facts, or by inaction or silence, typically from an individual’s actions or analogous decisions in similar situations.⁶²

5.2.1.6. “Hypothetical consent” is assumed consent based on how rational people could be expected to decide in the situation at hand.⁶³

5.2.1.7. CCL only legally recognizes express and implied consent. Hypothetical consent is therefore unenforceable by CCL and its members.

⁵⁶ *Definition:* A “contract” is a promise or set of promises for the breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. The “right to freedom of contract,” which all persons have, means that a rightsholder’s consent is both necessary and sufficient to transfer alienable title to property.

Definition: A promise is a manifestation of intention to act or refrain from acting in a specific way, so made as to justify a promise in understanding that a commitment has been made.

Definition: A “promisee” is the person to whom the manifestation is addressed to something is sufficient.

Definition: A “promisor” is the person who manifests the intention of a contract.

⁵⁷ *Condition:* No CCL member may make a contractual promise that the promisor knows is impossible to fulfill.

⁵⁸ *E.g.*, bargains, gifts, etc.

Definition: A “bargain” is a reciprocal understanding, contract, or agreement of any sort usually pertaining to the loan, sale, or exchange of property between two parties, one of whom wants to dispose of an item that the other wants to obtain.

Clarification: If a promise is not bargained for but is a gift, then it is not enforceable if the donor refuses to perform as promised.

⁵⁹ *Definition:* A “unilateral” contract is a contract in which only one party makes an express promise, or undertakes a performance without first securing a reciprocal agreement from the other party. If the offeree acts on the offeror’s promise, the offeror is legally obligated to fulfill the contract, but an offeree cannot be forced to act (or not act), because no return promise has been made to the offeror. After an offeree has performed, only one enforceable promise exists, that of the offeror.

Definition: A “bilateral contract” is an agreement formed by an exchange of a promise in which the promise of one party is consideration supporting the promise of the other party. The legal detriment incurred by the promisee consists of a different promise by him or her to do something or refrain from doing something that he or she was not previously legally obligated to do or to refrain from doing. This legal detriment constitutes consideration.

Definition: “Consideration” is something of value given by both parties to a contract that induces them to enter into the agreement to exchange mutual performances.

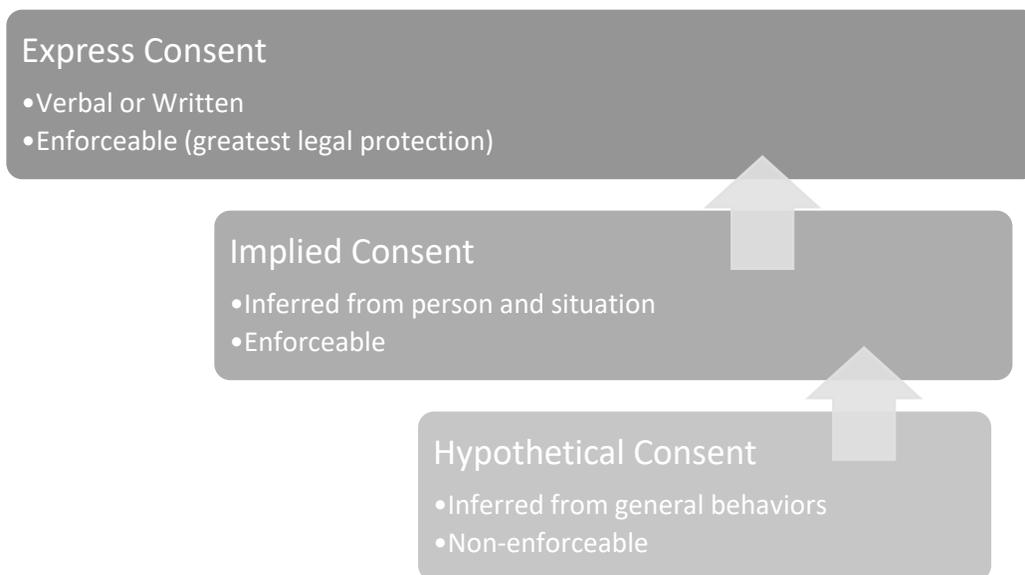
⁶⁰ *Clarification:* Consent assumes a physical power to act and a reflective, determined, and unencumbered exertion of these powers. It is an act unaffected by fraud, duress, or sometimes even mistake when these factors are not the reason for the consent. Consent is implied in every agreement.

⁶¹ *E.g.*, An aware patient needing heart surgery signs a form that allows a physician to perform the surgery, because this is what the patient has expressed.

⁶² *E.g.*, An unconscious patient needing heart surgery is taken into surgery, because the physicians assume that this is what the patient would have chosen were they conscious.

⁶³ *E.g.*, An aware patient needing heart surgery is taken into surgery, neither affirming or resisting the physicians’ actions, because the physicians assume that this is what a rational person would choose to do if they had made a choice about their condition.

5.2.1.8. All of the above definitions and qualifications of consent apply to all of CCL and not only contract law.



5.2.2. Enforceability

5.2.2.1. Contracts are enforceable⁶⁴ if (1) the promise is accompanied by a formality that manifests an intention to be legally bound,⁶⁵ or if (2) with the knowledge of the promisor, the promise induces reliance by the promisee (a) that is so substantial it would be unlikely in the absence of a manifested intention by the promisor to be legally bound and, (b) the promisee expects the promise to be enforceable and is aware that the promisor has knowledge of the promisee's reliance, and (c) the promisor remains silent concerning the promisee's reliance.

5.2.2.2. If disputes about contracts arise that cannot be solved through CCL because CCL's contract law is deficient to address the relevant issues, Adjudicators will default to relevant portions of the *Restatement of Contracts, Second* (1981), which become legally binding for the case, so long as these portions are not in contradiction to any other portion or principle of CCL.

⁶⁴ *I.e.*, legally-binding.

⁶⁵ *E.g.*, a seal, recital of nominal consideration, an expression of intention to be legally bound, or copies of a writing bearing the signatures (or signature equivalents) of both parties.

6. Membership

- 6.1. Membership indicates verifiable, legally-binding participation in CCL of persons and/or groups and their properties.
- 6.2. Membership is issued to individuals or groups on behalf of the entire CCL Network by any Adjudicator or Enforcer.
- 6.3. Proof of CCL membership is demonstrated by rightful possession of an authentic membership ID chip⁶⁶ and registration with the CCL Digital Network.⁶⁷
- 6.4. General Prohibitions for All Members
 - 6.4.1. It is unlawful for any member to lend to or borrow from any government or government agency of any country.
 - 6.4.2. It is unlawful to establish or attempt to establish a government, nation-state, or other entity that inherently violates CCL.
 - 6.4.3. It is unlawful to directly and knowingly undermine the CCL Network in whole or in part.
 - 6.4.4. It is unlawful to directly and knowingly assist any government, nation-state, or other entity in undermining the CCL Network in whole or in part.
 - 6.4.5. It is unlawful to directly and knowingly hinder any person or group's free and just subscription to any level of CCL membership.⁶⁸
- 6.5. Adult Membership
 - 6.5.1. Adult membership indicates that an individual consensually and contractually submits themselves and their property under the jurisdiction of CCL.⁶⁹
 - 6.5.2. Adult membership is obtained by any consenting adult.
 - 6.5.3. Terms of Membership
 - 6.5.3.1. Adult membership exists on auto-renewable one-year terms.
 - 6.5.3.2. Adult membership is free and can be canceled at any time for any reason.⁷⁰
 - 6.5.3.3. Adult membership generally cannot be regained after it has been canceled.⁷¹
 - 6.5.3.4. Jurisdiction for the properties of CCL members cannot be limited to select properties; all justly-owned properties under the ownership of a CCL member fall under CCL jurisdiction.
- 6.6. Corporate Membership
 - 6.6.1. Corporate membership indicates that a corporate entity⁷² consensually and contractually submits itself and its property under the jurisdiction of CCL.

⁶⁶ *Conditions:* At minimum, ID membership chips must contain the following information: (a) unique ID number; (b) type and temporal validity of membership; (c) legal name; (d) one method of contact.

Clarification: ID chips can legally exist either externally (*e.g.*, physical card) or internally (*i.e.*, under one's skin).

Clarification: CCL Adjudicators and Enforcers are jointly responsible for the production, issuing, and management of ID chips. ID chips can be obtained simply by requesting one from a CCL Adjudicator. However, all CCL Adjudicators who issue ID chips must also (whenever possible) simultaneously register that individual with the CCL Digital Network so that ID chips possession and online registration always exists in tandem.

Note: Fraudulent ID chips are illegal and punishable by law (as fraud).

⁶⁷ *Definition:* The CCL Digital Network is the online, secure distributed ledger recording contracts, records of property ownership, records of arbitration and litigation, Judicial Review System (JRS), and other legal documentation of CCL members. It is jointly maintained by all CCL-registered Adjudicators and Enforcers. CCL membership on the Digital Network also presumes members' personal access and management of their own CCL profile and related CCL Digital Network apps.

⁶⁸ *Exception:* If the person or corporate entity attempting to become a CCL member is currently being sued or held for trial. This exception, however, is a necessary condition for refusing to issue membership, but not necessarily a sufficient condition. The choice to refuse issuing membership is up to that particular Adjudicator or Enforcer, both of which have the right to question the applicant and request (but not demand) documentation from the applicant proving the applicant's innocence.

⁶⁹ *Definition:* An "adult" (one who is in "adulthood") is any person that fulfills one or more of the following conditions: (a) is capable of entering adulthood, as demonstrated by voluntarily leaving their guardian's home to live on their own, or (b) any human being that (naturally, not through artificial hormones or physiological modification) reaches puberty and consensually chooses to become an adult member of CCL.

⁷⁰ *Clarification:* While membership is always free, its utilization and enforcement is not (since Adjudicators and Enforcers typically charge for their services—rights-protection, insurance policies, etc.).

⁷¹ *Exception:* Only by special circumstances (*e.g.*, a member canceled membership by accident, or canceled under duress, etc.), according to the approval of two independent, randomly-chosen Adjudicators, can membership be regained.

⁷² *Definition:* A "corporate entity" is a group of persons who are deemed in law to be a single legal entity. The corporate entity is legally distinct from its members; it has legal personality and can hold property, sue and be sued in its own name as if it were a natural person (*e.g.*, a school, business, corporation, etc.).

Note: If disputes about corporate entities and/or legal persons arise that cannot be solved through CCL because CCL is deficient to address the relevant issues, Adjudicators will default to relevant portions of the *Uniform Law Commission (ULC)* and the *Uniform Business Organizations Code (UBOC)*, which become legally binding for the case, so long as these portions are not in contradiction to any other portion or principle of CCL.

6.6.2. Corporate membership is the same as adult membership in function, terms, and obtainment to the extent that a corporation can function as a legal individual unless otherwise conditioned in CCL.⁷³

6.6.3. All persons comprising a corporate entity with corporate membership must be an adult member of CCL.⁷⁴

6.7. Financial Membership

6.7.1. Financial membership indicates that a financial corporate entity consensually and contractually submits itself and its property under the jurisdiction of CCL.

6.7.2. Financial membership is the same as adult or corporate membership in function, terms, and obtainment, to the extent that it is possible for a financial corporation to function as such unless otherwise conditioned in CCL.

6.7.3. Financial members have the exclusive right to function as a financial institution.⁷⁵

6.7.4. Like all CCL members, financial members cannot make contractual promises that are impossible to fulfill. In the case of financial members, this also means the following:

6.7.4.1. While it is lawful to conduct fractional-reserve banking in principle, it is unlawful to lend (*i.e.*, issue a total amount of outstanding loanable funds/receipts) that exceeds the total value of the financial member (*i.e.*, lending/depositing institution).⁷⁶

6.7.4.2. Banks that default due to a bank run,⁷⁷ or due any other financial mismanagement, remain liable for whatever contractual obligations they have made to their customers and are not allowed to be bailed out by any third-party financial institution.⁷⁸

6.7.5. If disputes about financial institutions, transactions, and related issues arise that cannot be solved through CCL because CCL is deficient to address the relevant issues, Adjudicators will default to relevant portions of the *Uniform Commercial Code* (latest version), which become legally binding for the case, so long as these portions are not in contradiction to any other portion or principle of CCL.

6.8. Adjudicator Membership

6.8.1. Adjudicator membership is for CCL Adjudicators (henceforth “Adjudicator(s)”)—arbiters,⁷⁹ judges,⁸⁰ lawyers,⁸¹ and legal firms⁸² that are dedicated solely to administering justice and conducting legal work within CCL.⁸³

⁷³ Clarification: Corporate membership ID chips must include the articles of incorporation (which includes (a) the name of the corporation; (b) legal owners/representatives of the corporation (*i.e.*, who is liable); (c) at least one method of contact of the legal owner/rep of the corporation; (d) year of registration with CCL).

⁷⁴ Clarification: These include owners, representatives, and staff, not clients and customers.

⁷⁵ *E.g.*, a commercial bank or trust company, private banker, agency or branch of a foreign bank on CCL properties, credit union, thrift institution, broker or dealer, investment banker or investment company, currency or stock or commodity exchange, issuer/redeemer/cashier of traveler's checks or checks or money orders or similar instruments, operator of credit card or digital currency credit system, insurance company, pawnbroker, loan or finance company, travel agency, a sender of money or any person who engages as a business in the transmission of funds, a telegraph company, persons involved in real estate closing and settlements, a casino or gaming establishment, unit investment trusts, face amount certificate companies, management investment companies, savings and loan associations, shadow banks, and similar institutions.

⁷⁶ Definition: The “total value” of a financial member = net worth (reserves + cash balances + assets, etc. minus outstanding liabilities) + 10% confirmed credit line from third party-lender (of its net worth). *E.g.*, if a bank has 500,000 units of currency as reserves, other assets (of its own, not of its clients) worth another 500,000 units and has a credit line of 10%, its “total value” is 1.1m units (1m x 1.1). Therefore, it may lawfully lend out up to 1.1m units of currency. As such, if the bank lent out its maximum legal amount, it would be able (in principle) to ultimately redeem 100% of its depositors in the event of a withdrawal panic (“bank run”).

Clarification: The total value of the financial member does not increase if a third-party lender confirms a credit line higher than 10%.

⁷⁷ Definition: A bank run occurs when a large number of customers of a bank or another financial institution withdraw their deposits simultaneously. As more people withdraw their funds, the probability of default increases, thereby prompting more people to withdraw their deposits.

⁷⁸ Clarification: If an individual single-handedly (*i.e.*, without the help of a third party) bails out a defaulted financial institution, that individual must be a CCL member.

Clarification: The total value of the financial member does not increase if a third-party lender confirms a credit line higher than 10%.

⁷⁹ Definition: An “arbiter” is one who conducts arbitration (*i.e.*, settling disputes, conflicts of claims/rights, etc.).

⁸⁰ Definition: A “judge” is a former lawyer dedicated solely to deciding legal cases. Judges preside over cases that cannot be settled by arbitration (*e.g.*, litigation or jury cases).

⁸¹ Definition: A “lawyer” is an adult CCL member that practices CCL (*e.g.*, providing legal counsel, drafting documents, etc.).

Definition: An “attorney” is a lawyer that performs civil legal functions on behalf of clients in adjudication.

⁸² *I.e.*, corporate Adjudicators.

⁸³ Clarification: An adult/corporate member solely dedicated to administering justice means that administering justice is their primary occupation and they operate independently of other corporate entities. Due to conflict of interest, Adjudicators cannot be majority owners of any other corporate Adjudicator or Enforcer, and cannot be majority owners of any Corporate entity if that entity is involved in the legal dispute in question. Furthermore, an Arbiter may not simultaneously function as a Judge, a Judge an attorney, or an attorney an Arbiter.

- 6.8.2. Any consenting CCL adult member can become an Adjudicator and any CCL corporate member can become a corporate Adjudicator.⁸⁴
- 6.8.3. Adjudicator membership is the same as adult or corporate membership in function, terms, and obtainment, to the extent that it is possible for an Adjudicator to function as such unless otherwise conditioned in CCL.
- 6.8.4. Adjudicators have the exclusive right to arbitrate (as arbiters),⁸⁵ litigate⁸⁶ (as judges), and perform legal functions (as lawyers).
- 6.8.5. Only arbiters and judges have the exclusive right to administer justice-coercion.⁸⁷
- 6.8.6. Unless due to a previous contract or a condition in CCL, Adjudicators have the exclusive right to freely contract their services on the open market, and the right to freely decline any customer on the open market for any reason, like any other business.⁸⁸
- 6.8.7. Adjudicators have the duty to jointly-maintain the CCL Digital Network with CCL Enforcers.⁸⁹
- 6.9. Enforcer Membership
- 6.9.1. Enforcer membership is for CCL Enforcers (henceforth “Enforcers”)—adult or corporate members that are dedicated solely to (a) executing justice-coercion and (b) protecting the freedoms and property rights of their clients.⁹⁰
- 6.9.2. Any consenting CCL adult member or corporate member can become an Enforcer.⁹¹
- 6.9.3. Enforcer membership is the same as adult or corporate membership in function, terms, and obtainment, to the extent that it is possible for an Enforcer to function as such unless otherwise conditioned in CCL.
- 6.9.4. Enforcers have the exclusive right to execute justice-coercion and to contract their rights-protection services to CCL members on the open market like any other business.⁹²
- 6.9.5. Corporate Enforcers are therefore organized according to their two primary duties:
- 6.9.5.1. *Executive Guards* comprise the justice-coercion division and directly serve arbiters and judges whom the Enforcer contracts with. Enforcers implement executive guards to carry out the sentences and imperatives of arbiters and judges.
- 6.9.5.2. *Defensive Guards* comprise the rights-protection division and directly serve private clients. Corporate Enforcers implement defensive guards to carry out the rights-protection package⁹³ consensually contracted with CCL members.
- 6.9.6. Enforcers are owned and operated separately than Adjudicators. However, Enforcers are immediately subordinate to arbiters and judges with respect to their exercise of justice-coercion.
- 6.9.6.1. Enforcers have the duty to carry out sentences and obey imperatives of any arbiter or judge with whom they have consensually contracted with.⁹⁴
- 6.9.6.2. As with any other business, Adjudicators have no right to interfere in the relationship (or operations thereof) of Enforcers’ Guards and their private clients.⁹⁵

⁸⁴ *I.e.*, a law-firm. *Exception*: Unless, due to conflicting interest, one is already (a) an Enforcer or (b) majority shareholder/stakeholder, high level administrator, or corporate representative of another corporate entity.

⁸⁵ *I.e.*, settle disputes (conflict of claims or rights).

⁸⁶ *I.e.*, the act or process of bringing a lawsuit in and of itself; a judicial contest.

⁸⁷ *I.e.*, give orders for executive guards to execute.

⁸⁸ *Clarification*: It is permissible for CCL Adjudicators to settle disputes with non-CCL members, but they do so at their own risk.

⁸⁹ *Note*: Disputes between Adjudicators and Enforcers are settled by a mutually-agreed upon, third-party Adjudicator like any other dispute.

⁹⁰ *I.e.*, “Enforcers” are the equivalent of private police/armies within the CCL Network. As the “executive branch” of the CCL Network, they serve Adjudicators when it comes to executing justice-coercion (e.g., carrying out sentences) and serve private clients and CCL members when it comes to rights-protection.

Clarification: “Solely” means Enforcers are independent entities. Due to conflict of interest, Enforcers cannot be majority owners of any other corporate Adjudicator, and cannot be majority owners of any Corporate entity if that entity is involved in the enforcement in question.

⁹¹ *Exception*: Unless, due to conflicting interest, one is already (a) an Adjudicator or (b) majority shareholder/stakeholder, high level administrator, or corporate representative of a corporate entity.

⁹² *Note*: Enforcers are not permitted to serve clients who are not CCL members.

⁹³ *Alternative*: “Insurance policy.”

⁹⁴ *Exception*: Unless, of course, the imperative from the Adjudicator is shown through legal procedures with a different Adjudicator to be in violation of CCL.

⁹⁵ *Exception*: Unless, of course, the Enforcer has been found in violation of some CCL law or its own legal policies.

- 6.9.6.3. Under no condition may Enforcers serve the request of private clients to carry out coercive acts.⁹⁶
- 6.9.7. Enforcers have the duty to jointly-maintain the CCL Digital Network with CCL Adjudicators.
- 6.10. Minor Membership, Special Membership, Criminal Membership
- 6.10.1. Due to the developmental and contingent nature of all persons and the role of human-to-human cooperation, the core principles of CCL (property-rights, non-aggression, and contract law) are conditioned for the temporary state of minors, the state of those with physical or mental disabilities, and those who have been convicted of an aggression.⁹⁷
- 6.10.2. Minor-Membership
- 6.10.2.1. All minors of adult CCL members (*i.e.*, of their legal guardian[s])⁹⁸ automatically possess “minor-membership” status.
- 6.10.2.2. Minor-membership is, until reaching the state of adulthood, unconditional and permanent; it cannot be terminated, altered, or suspended.⁹⁹
- 6.10.2.3. Minor-members of CCL automatically obtain full membership status upon reaching adulthood unless they voluntarily opt-out by notifying an Adjudicator.
- 6.10.3. The Special Rights of Minor-Members
- 6.10.3.1. Minor-members of CCL are, unless otherwise stated or conditioned in CCL, protected under CCL.
- 6.10.3.2. Minor-members have the absolute (“negative”) right to be free from physical violence, to leave the place of oppression, as well as the (“positive”) right to basic sustenance, shelter, and educational resources from their guardian(s). All other rights, including the minor’s property rights, are conditioned upon the will of the guardian unless otherwise stipulated in CCL.¹⁰⁰
- 6.10.4. The Special Obligations of Minor-Membership
- 6.10.4.1. Minor-members of CCL must adhere to property-rights and non-aggression as delineated in CCL like any other member, insofar as it is possible for them to do so as minors and insofar as it does not conflict with the special conditions/stipulations given in CCL.
- 6.10.4.2. Unless otherwise conditioned in CCL, minor-members must generally defer their freedoms to the will of their guardian when conflict arises between the two with respect to property-rights and the use and expression of personal freedoms.
- 6.10.5. The Special Rights of Guardianship
- 6.10.5.1. Guardians have the right to raise their legal minor as they see fit, provided that (a) the positive obligations outlined in this section are fulfilled with respect to the minor, and (b) the rights of minor-members outlined in this section are respected.
- 6.10.5.2. Guardians have the right to temporarily limit or prohibit the (a) minor’s use and acquirement of property and (b) contracting ability if the guardian’s property rights

⁹⁶ *I.e.*, Enforcers exist to protect private property, uphold non-aggression, and enforce contracts, not to act as mercenaries, hitmen, or the like.

⁹⁷ *Definition*: A “minor” is a living human being that exists anytime from individuation (typically 14 days after conception, as visually evident in the primitive streak; whatever comes first is official) to adulthood. Prior to individuation, the embryo in question is property of the genetic parents by default, unless the title of the embryos is contracted (like any other property title) to another carrier (*i.e.*, surrogate mother).

Clarification: It is legal to create embryos exclusively for research purposes so long as (a) the purposes of research are not malevolent and (b) the embryo is not allowed to progress to individuation (since it is never meant to fully develop). Additionally, it is legal to modify an embryo after individuation only if (a) the legal guardian(s) of the pre-born minor consents to such modification and (b) the modification is for the exclusive good of the pre-born minor. Under no condition, except when the life of the mother is in imminent danger, is it legitimate to modify the pre-born minor for the good (real or perceived) of another person.

⁹⁸ *Definition*: A “legal guardian” (henceforth “guardian”) is a person lawfully invested with the power, and charged with the obligation, of taking care of and managing the property and rights of a person who, because of age, understanding, or self-control, is considered incapable of administering his or her own affairs. A legal guardian is also the person who justly possesses a minor-member, special member, or criminal member’s guardian rights.

⁹⁹ *Clarification*: Other than reaching adulthood, whereupon the minor-member can choose to forfeit CCL membership or assume adult membership, minor-membership is obviously not applicable outside of territories under CCL jurisdiction.

¹⁰⁰ *E.g.*, guardians have the right to take away property from the minor if the guardian deems the property inappropriate or harmful to the minor.

- are being infringed or if such acquirement/contracting significantly endangers the well-being of the minor.
- 6.10.5.3. Guardians have the right to sell/acquire their just guardianship rights at any time without consent of the child in question, just like any other voluntary transaction under CCL.¹⁰¹
- 6.10.5.4. Guardianship rights cannot be sold by those who are not members of CCL.
- 6.10.5.5. Guardianship rights automatically and immediately expire when the child enters adulthood unless the guardian and minor both voluntarily agree to extend the period of their guardianship/minor-membership.¹⁰²
- 6.10.5.6. As with all memberships, guardianship is demonstrable by registration with the CCL Digital Network and a unique ID chip specifically designed for guardianship.
- 6.10.5.7. The terms of guardianship are on an as-needed basis without limitations of renewal or cancelation.¹⁰³
- 6.10.6. The Special Obligations of Guardianship
- 6.10.6.1. Guardians are responsible for ensuring the general well-being of the minor; guardians must provide basic sustenance, shelter, and access to educational resources for the minor until minor becomes an adult.
- 6.10.6.2. Guardians are responsible for ensuring that the minor generally has unhindered access to communication with CCL-member Adjudicators.¹⁰⁴
- 6.10.6.3. Natural guardians¹⁰⁵ have, by their voluntary action of procreation, established an implied, unilateral contract¹⁰⁶ with their natural minor. As such, natural guardians are, upon individuation of the embryonic minor, guardians of the minor with all the rights and obligations of guardianship.¹⁰⁷
- 6.10.6.3.1. The biological mother of a minor who was conceived due to involuntary action (i.e., rape) is exempt from all obligations of guardianship with respect to the minor in question from individuation to birth.¹⁰⁸
- 6.10.6.3.2. The biological father of a minor who was conceived due to his own involuntary action (i.e., rape) is not exempt from the obligations of guardianship with respect to the minor in question.¹⁰⁹
- 6.10.7. Other Conditions Regarding Guardianship and Minor-Membership
- 6.10.7.1. Under no condition is it legal for a guardian to physically abuse a minor, engage in sexual activity with a minor, deprive a minor of the minor's basic needs, or prevent a minor from reporting aggression to a CCL Adjudicator or Enforcer.¹¹⁰
- 6.10.7.2. Under no condition is it legal for a minor to make long-term contracts.¹¹¹
- 6.10.8. Special-Members
- 6.10.8.1. Non-minor members under the care of a guardian are "special-members," which, due to certain prohibitive physical or mental conditions, invoke guardianship.

¹⁰¹ *Conditions:* (1) The minor under whose guardianship rights are being transferred must be told by their guardian two weeks in advance; (2) guardianship rights cannot be sold in such a way as to imminently endanger the well-being of the minor or violate any other part of CCL; (3) guardianship rights cannot be sold to a non-member of CCL.

¹⁰² *Condition:* No person over the age of 16 is eligible for minor-membership.

¹⁰³ *Exception:* Unless an Adjudicator has, with the approval of another Adjudicator (blindly and randomly chosen through the CCL Digital Network JRS), ruled for some legal reason that the particular person's guardianship must be canceled or rejected.

¹⁰⁴ *Clarification:* "Generally" is used here to allow for such things as occasional periods where access to CCL Adjudicators is necessarily unavailable (e.g., on a plane ride without communications, etc.).

¹⁰⁵ *Definition:* "Natural guardians" are natural (biological) parents of a minor.

¹⁰⁶ *Clarification:* This is a unique type of contract, which exists because (in contrast to consenting adults) it is usually impossible for infants/children to meaningfully engage in consensual and contractual agreements. In all other cases, contracts exhibit *mutual* consent.

¹⁰⁷ *Definition:* "Individuation" is from the fourteenth day of conception or visibility of the primitive streak (whichever comes first).

¹⁰⁸ *Clarification:* In other words, the mother has the option to abort the minor, but if she chooses to give birth to the minor, guardianship becomes active (at or after individuation) and she must fulfill its obligations with respect to the born minor.

¹⁰⁹ *Clarification:* Like any guardianship rights, this father may transfer his guardianship rights to someone else through a voluntary contract if he is not able or willing to fulfill guardianship himself. However, he cannot simply forfeit those rights so that the minor is abandoned.

¹¹⁰ *Clarification:* It is not legal for any other CCL Member to engage in these activities with respect to the minor, either.

¹¹¹ *I.e.,* any contract over a year.

- 6.10.8.2. Special-members who are able to recognize their need for guardianship and able to negotiate terms for guardianship may justly do so with the guardian of their choice, established with terms and conditions in a contract in conformity with CCL.
- 6.10.8.3. In all other cases, to become a guardian, either the party intending to be the guardian or another family member, a close friend, or a local official responsible for the child's welfare, must petition a CCL Adjudicator to appoint the guardian. The guardian in this case has full legal responsibility of the special-member, their property, and affairs unless otherwise conditioned by the guardianship contract approved by the Adjudicator.
- 6.10.9. Criminal Membership
- 6.10.9.1. Those convicted of a crime under CCL automatically assume Criminal Membership until they've completed the obligations of their sentence.¹¹²
- 6.10.9.2. Like minor and special members, criminal members' property rights are limited. However, they are not limited because of age or mental/physical states, but because of their legal and moral state as convicted aggressors; criminal members' property rights are diminished but not destroyed.
- 6.10.9.3. The rights and obligations of criminal members are the same as minor and special members to the extent that it is relevant and possible, and the rights and obligations of guardians of criminals are the same as guardians of minor and special membership to the extent that it is relevant and possible.¹¹³
- 6.10.9.4. Other obligations or rights specific to the criminal member's sentence may apply, depending on the official sentence and any other stipulations set by the judge.
- 6.10.9.5. Like guardianship rights over minors and special members, guardianship over criminal members¹¹⁴ can be bought and sold on the free market.¹¹⁵
- 6.11. Requirements for Producing Members
- 6.11.1. Any member that offers goods or services, including but not limited to all Financial, Adjudicating, and Enforcing Members, are required to have and make readily accessible (to all real or potential clients) the following documents regarding their policies and procedures:
- 6.11.1.1. Terms and Conditions¹¹⁶
- 6.11.1.2. Privacy Policy¹¹⁷
- 6.11.1.3. Conflict of Interest Policy¹¹⁸

¹¹² *Definition:* A "sentence" is the punishment or requirement of restitution officially given to a person convicted of a crime. A sentence is ordered by the judge or arbiter, based on the verdict of the jury (or the judge's or arbiter's verdict if there was no jury) within the possible punishments set by CCL.

¹¹³ *E.g.*, the guardian of criminal members must provide the criminal member with basic sustenance, shelter, and educational resources, etc.

¹¹⁴ *I.e.*, bondage-holders

Definition: A "bondage" is similar to a bond or mortgage; it is the debt program owed by a criminal member to the victim/defendant—the sentence that the Adjudicator has determined the criminal member must fulfill to regain full adult membership. Bondages typically consist of fines, labor, a combination of these things, or additional requirements. Bondages can be bought and sold like bonds and mortgages on the free market. However, the Adjudicator who issued the bondage may set limits on who may fulfill the bondage (e.g., the actual criminal, or a substitute). By default, bondages must be fulfilled by the criminal.

¹¹⁵ *Note:* Special conditions to this process apply and can be found in Section III. In any case, bondages are bought and sold in a similar manner to bonds, mortgages, and other debts/payments owed.

¹¹⁶ *Definition:* A "Terms and Conditions" (or "Terms of Use") policy are rules by which one must agree to abide in order to use a service, *Note:* The Terms and Conditions must also include the policies and procedures for changing and notifying all related parties the Terms and Conditions, Privacy Policy, Conflict of Interest Policy, and any other policies.

¹¹⁷ *Definition:* A "Privacy Policy" is statement or a legal document that discloses some or all of the ways a party gathers, uses, discloses, and manages a customer or client's data). Adjudicators must disclose any confidentiality policies in this document as well (e.g., such as those for jurors during a trial).

¹¹⁸ *Definition:* A "conflict of interest" is a situation in which a person or organization is involved in multiple interests, financial or otherwise, one of which could possibly corrupt the motivation or decision-making of that individual or organization. A conflict of interest exists if the circumstances are reasonably believed (on the basis of past experience and evidence) to create a risk that a decision *may* be unduly influenced by other, secondary interests, and not on whether a particular individual is *actually* influenced by a secondary interest.

Definition: A "Conflict of Interest Policy" is a set of rules that a person or group enforces to mitigate the adverse impact of conflicts of interest.

Note: The Conflict of Interest Policy of all Enforcers and Adjudicators must specifically address conflicts of interest that may result in unjust or unfair legal work, proceedings, or judgements, along with policies and procedures that concretely address bribery and corruption.

The CCL Network

CCL Digital Network

- Secure distributed ledger
- Record of contracts
- Record of properties
- Record of arbitration and litigation
- Record of aggressions
- Judicial Review System

Corporate Members

Corporate

Financial

Adjudicators

Enforcers

Individual Members

Adult

Guardian

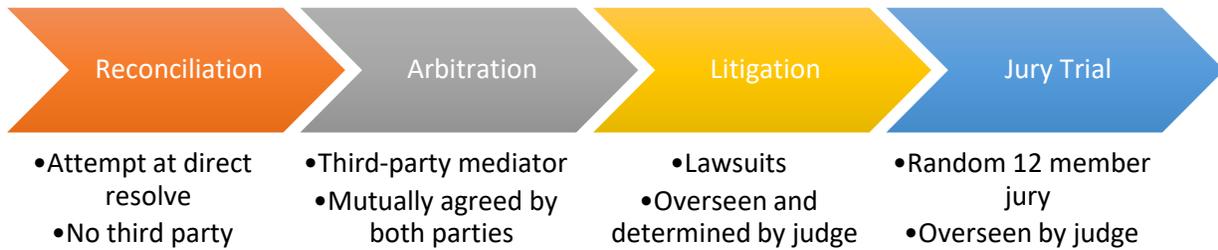
Minor

Special

Criminal

7. Settling Disputes

7.1. Disputes¹¹⁹ are settled through a process of (1) reconciliation; (2) arbitration; (3) litigation; (4) jury trial. All disputes must begin at the first step and escalate to the latter steps if success is not achieved.¹²⁰



7.2. It is the responsibility of the involved Adjudicator(s) to hire executive guards and ensure their presence during arbitration, litigation and/or jury trial to (a) assist the arbiter/judge/jurors, (b) bear witness that CCL and its various policies and procedures are being honored in the process of settling disputes, and (c) ensure the immediate safety of all involved parties.¹²¹

7.2.1. Such judicial guards are required to maintain strict confidentiality about matters relating to the case throughout their service in this capacity.

7.2.2. Judicial guards may fulfill bailiff roles (e.g., handling detainees) but are not required to unless they deem it necessary to ensure that CCL is being faithfully honored.

7.2.3. At least one judicial guard is required for arbitration, and at least two judicial guards (from different parties) for litigation and jury trials.

7.2.4. Adjudications that proceed without judicial guards—and therefore without sufficient witnesses to lawfully proceed—are invalidated.

7.3. Reconciliation

7.3.1. Before a plaintiff¹²² can proceed to arbitration, the plaintiff must attempt to reconcile with the offending party by directly communicating.

7.3.2. Evidence of this communication attempt must be verifiable.¹²³

7.4. Arbitration

7.4.1. If reconciliation fails, the plaintiff is free to pursue arbitration with an arbiter concurrently approved by the plaintiff and the defendant.

7.4.1.1. If the defendant refuses to cooperate in choosing an arbiter, the defendant and the plaintiff must each choose their own arbiter of choice, both of whom will then choose a third arbiter to hear the case.¹²⁴

7.4.1.2. If the defendant refuses to cooperate even in this secondary process of choosing an arbiter,¹²⁵ the plaintiff has the choice of subpoenaing the defendant to arbitration.¹²⁶ However, if the defendant ultimately proves innocent, the plaintiff is liable for committing an aggression against the defendant, namely, for forcing the defendant to attend arbitration against their will.

¹¹⁹ *I.e.*, legal disputes, conflict of rights, aggressions, violations of CCL.

¹²⁰ *Exception*: Because of seriousness, the plaintiffs (victims) of Personal Aggressions of force or duress have the option of immediately entering either arbitration (second phase) or a jury trial (fourth phase). If arbitration is chosen and fails, the case skips over litigation and automatically enters a jury trial per the same steps noted in this section (to the extent that they can apply).

¹²¹ *Definition*: These are the “judicial guards.”

¹²² *Definition*: A “plaintiff” is the complainant, the one who is suing or prosecuting.

¹²³ *Clarification*: If it is not necessary for the defendant to respond to the offending party to proceed to litigation. However, the plaintiff can only proceed to arbitration after receiving no response from the offending party for a minimum of 72 hours.

¹²⁴ *Note*: All CCL Adjudicators are required to have a policy specifying their specific procedures for effectively carrying out this general procedure.

¹²⁵ *I.e.*, failing to choose an arbiter within 30 days of the failed reconciliation communication.

¹²⁶ *Definition*: A “subpoena” is a formal document that orders a named individual to appear before an Adjudicator at a fixed time to give testimony.

7.4.2. After choosing an arbiter, arbitration is conducted according to the particular arbiter's stated policies and procedures.¹²⁷ However, all arbiters must follow the following general procedure:

7.4.2.1. Arbiters must first conduct mediation with the goal of mutual settlement. If settlement cannot be achieved through mediation and bargaining, the arbiter must then conduct pendulum arbitration.¹²⁸

7.4.3. Unless there is prior agreement to the contrary, all legal fees are, by default, paid by the guilty party.¹²⁹

7.5. Litigation

7.5.1. If arbitration fails,¹³⁰ the plaintiff is free to sue the defendant with a judge/legal firm concurrently approved by the plaintiff and the defendant. Unlike arbitration where a decision is reached mutually, the decisions of the Judge are "final" in cases of litigation (unless successfully appealed thereafter).

7.5.1.1. As with arbitration, if the defendant refuses to cooperate in choosing a judge/legal firm, the defendant and the plaintiff must each choose their own judge or legal firm of choice, both of whom will then choose a third judge/legal firm to hear the case.¹³¹

7.5.1.2. If even in this secondary process of choosing a judge/legal firm,¹³² the plaintiff has the choice of subpoenaing the defendant to litigation.¹³³ However, if the defendant ultimately proves innocent, the plaintiff is liable for committing an aggression against the defendant, namely, for forcing the defendant to participate in litigation against their will.

7.5.2. The lawsuit is conducted according to the particular stated policies and procedures of the judge/legal firm.

7.5.3. Unless there is prior agreement to the contrary, all legal fees are, by default, paid by the guilty party.

7.6. Jury Trial

7.6.1. If either the plaintiff or defendant is unsatisfied with the litigation decision of a judge, the party may make an appeal to hold a jury trial.

7.6.2. To successfully appeal a judge's decision, the appealing party must submit an appeal request through the JRS, explaining why the decision of the judge is unjust or corrupt. The appeal is automatically, randomly and blindly distributed to three judges on the network. If two or more of the three judges approve the appeal, the case automatically goes to trial with a legal firm concurrently approved by both parties, or if they cannot agree, with a legal firm chosen by the two aforementioned approving judges.¹³⁴

7.6.3. If only one or no judges approve the appeal, the decision of the initial litigating judge remains in place, and the appeal request is discarded.

7.6.4. Additional appeals are only possible if two conditions are met:

7.6.4.1. They are submitted within 30 years of the original litigating judge's decision.

¹²⁷ *Definition:* "Arbitration" is the submission of a dispute to an unbiased third person designated by the parties to the controversy, who agree in advance to comply with the award—a decision to be issued after a hearing at which both parties have an opportunity to be heard.

¹²⁸ *Definition:* "Pendulum arbitration" is a type of interest arbitration in which the arbitrator chooses one of the parties' proposals on each (or perhaps all) disputed issues. Pendulum arbitration forbids splitting.

¹²⁹ *Clarification:* This includes the legal fees paid by the winning party.

Note: Adjudicators must have a stated policy about what constitutes "legal fees" for their (unwinning) clients.

¹³⁰ *I.e.,* if the plaintiff is not pleased with the result(s) of the arbitration.

Note: The plaintiff does not have the option to appeal to another arbiter to handle the case if the plaintiff isn't pleased with the results of the first arbiter unless both the plaintiff and defendant agree to do so.

Note: Adjudicators are not free to compel unwilling parties of a case (i.e., an arbitration, lawsuit, or trial) to attend hearings or participate in the case without penalty unless there is a prior agreement allowing the adjudicator to do this.

¹³¹ *Note:* All CCL Adjudicators are required to have a policy specifying their specific procedures for effectively carrying out this general procedure.

¹³² *I.e.,* failing to choose a judge/legal firm within 30 days of when the failed arbitration case closed.

¹³³ *Definition:* A "subpoena" is a formal document that orders a named individual to appear before an Adjudicator at a fixed time to give testimony.

¹³⁴ *Conditions:* After the appeal succeeds, the parties of the case have 72 hours to determine the legal-firm to hold the trial. If they fail to mutually choose a firm or choose not to mutually choose a firm, they must pay (equally split) the two judges at market price to have the judges decide a firm on their behalf. At that point, the judges have 72 hours to determine the legal firm to hold the trial. If they fail to make this choice on time, both judges are suspended from all legal work (i.e., lose Adjudicator membership status) for one year.

- 7.6.4.2. They document new evidence that might affect the outcome of the original litigating judge's decision.
- 7.6.5. After the legal firm is chosen, the firm and all involved parties have no more than 60 days and no less than 7 days to prepare for initial proceedings. The legal-firm, in cooperation with the legal representatives of both parties, are responsible for securing the 12-person jury—and carrying out the entirety of the trial—according to the firm's stated policies and procedures.
- 7.6.6. After the jury reaches a verdict and informs the judge, the judge has 72 hours to determine an appropriate sentence recommendation, which is then sent back to the jury to approve. If there is disagreement, negotiations about the sentence may continue for up to an additional 48 hours until agreement can be reached. If a final sentence cannot be mutually agreed upon through these negotiations, the matter is put to a vote to the twelve jurors, where a 2/3 majority (for property aggressions) or 3/4 majority (for personal aggressions) immediately and finally decides the matter.
- 7.6.7. The final decisions of the jury are final and cannot be repealed except on the condition of newly-discovered evidence given above.
- 7.6.8. Unless there is prior agreement, all legal fees are, by default, paid by the guilty.
- 7.7. Search Warrants and Audits
- 7.7.1. Any Adjudicator seeking to verify aggressive activity may request, pay for, and obtain a search warrant.¹³⁵
- 7.7.1.1. The Adjudicator must submit a search warrant contract offer into the JRS, along with supplemental materials and documentation justifying the request. This offer is immediately posted and made visible to all CCL judges on the JRS, who may choose to negotiate a price (for the judge's time/labor for considering the request) and accept the contract by the Adjudicator, or reject the contract.
- 7.7.1.2. As soon as five judges have accepted the contract, the JRS system will automatically and randomly eliminate two of the five from the pool. The three remaining judges are thereby selected and have up to one month to approve the request.
- 7.7.1.3. If two or more of the three selected judges approve the request,¹³⁶ the search warrant is issued to the Adjudicator—who can then contract with (*i.e.*, hire) an executive guard concurrently approved by both judges, to conduct the search.¹³⁷
- 7.7.1.3.1. The Adjudicator with the search warrant has the option to contact the suspect and request a surrender of property related to the suspected crime to avoid immediately carrying out a coercive search.
- 7.7.1.3.2. The judges must specify on the warrant the places to be searched, and the persons or things that may be seized. A search warrant that does not provide specifics—times, places, people, properties involved—is invalid.
- 7.7.1.4. If, after the search is conducted, the Adjudicator does not find sufficient evidence to prosecute a crime, the Adjudicator and executive guards are jointly guilty of trespass, theft, or whatever aggressions were committed during the search.¹³⁸
- 7.7.1.5. If the Adjudicator finds sufficient evidence to prosecute a crime and successfully does so through the dispute settlement process of CCL, the guilty party is responsible for paying not only all legal fees related to the case, but the cost of obtaining and carrying out the search warrant as well.

¹³⁵ *Definition:* A "search warrant" is an order approved by two Adjudicators through the JRS authorizing the examination of a place for the purpose of discovering contraband, stolen property, or evidence of guilt to be used in the prosecution of a criminal action.

¹³⁶ *I.e.*, that "probable cause" has indeed been established.

Definition: "Probable cause" is apparent facts discovered through logical inquiry that would lead a reasonably intelligent and prudent person to believe that an accused person has violated CCL (*i.e.*, committed a crime), thereby warranting his or her prosecution.

¹³⁷ *Note:* It is the Adjudicator's responsibility for disclosing any conflict of interest to the judges when choosing an Enforcer for the search.

¹³⁸ *Note:* The final sentence in this case is split in half, one half being served by the Adjudicator who ordered the search, the other half by the executive guard(s) who carried it out.

7.8. Audits

7.8.1. Any Adjudicator seeking to verify fraudulent or financially corrupt activity may request, pay for, and obtain an audit warrant.

7.8.2. The policies and procedures for obtaining an audit warrant is the same as obtaining a search warrant to the extent that it is relevant and possible. The penalties and consequences of audits are the same as those of search warrants to the extent that it is relevant and possible.