



# Creative Common Law

A Legal System for Stateless Societies

*Core Version 0.97 (March 11, 2020)*

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# Creative Common Law Core

## Version .97

### 1. About Creative Common Law (CCL)

#### 1.1. About CCL and CCL Core

1.1.1. This document constitutes Creative Common Law Core.<sup>1</sup> It functions as the legally-binding “terms and conditions” for the “terms and conditions” of all CCL contracts.<sup>2</sup>

1.1.2. Conditions and qualifications beyond what are immediately found in CCL Core are specific in CCL Membership Contracts and CCL Module Contracts. Together, this body of polycentric law is collectively referred to as “Creative Common Law.”

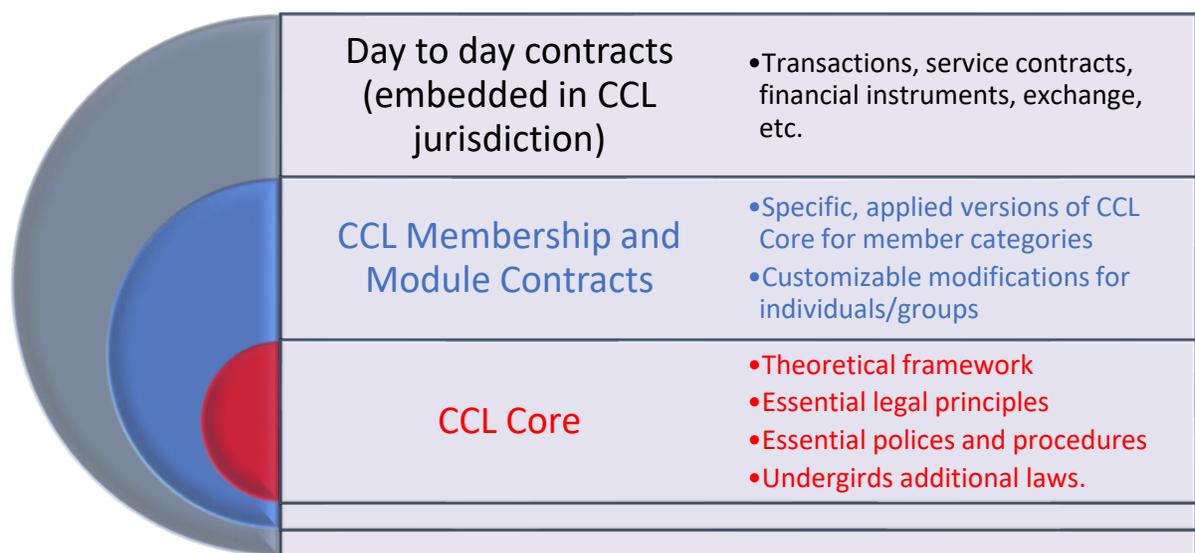


Figure 1.1: Creative Common Law

1.1.3. CCL is modeled after the recognition and enforcement of property-rights,<sup>3</sup> the principle of non-aggression, and contract law.<sup>4</sup> CCL as a whole therefore functions as a legally-enforceable delineation of these three theoretical foundations.

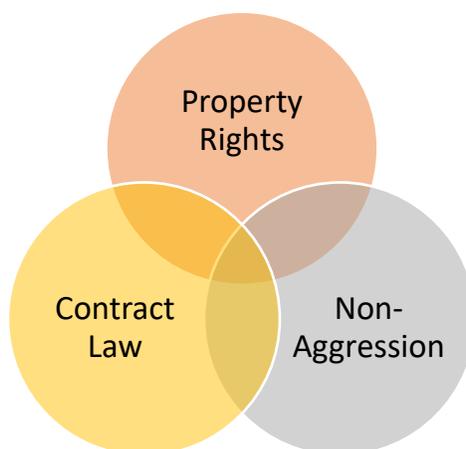


Figure 1.2: Theoretical Foundations of Creative Common Law

<sup>1</sup> Note: Hereafter, “CCL.” Depending on context, “CCL” may just refer to Core.

<sup>2</sup> Definitions: “CCL Members” (or simply “Members”) are those whose person or properties are placed under CCL jurisdiction and participate in CCL contracts are “CCL Members.” CCL and its Members comprise the “Creative Common Law Community.”

<sup>3</sup> Definition: “Property” (i.e., “private property”) includes any object(s) or electromagnetic wavelength(s), that is discernible, accessible, existing independent of consciousness and in the time scale of human action. This definition includes intangible financial assets (e.g., debt instruments, options, digital currencies, etc.) but does not include “intellectual property” (e.g., copyrightable works, patented inventions, trademarks, trade secrets).

<sup>4</sup> Note: Definitions of these terms can be found in chapters 3-4.

Note: Traditional language that has been used for kind of framework is “the rule of law.”

## 1.2. About the CCL Core Text

1.2.1. “CCL Core” in this document refers to the most recent English edition of the CCL Core.

1.2.2. CCL Core may refer to, and is therefore legally cross-compatible with, translations of CCL Core 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 as much as it is possible.

### 1.2.3. Emendations

1.2.3.1. CCL Members<sup>5</sup> are free to upgrade their CCL Core membership at the end of each annual term to a different version simply by re-submitting their membership contract that specifies their version of CCL. It is the responsibility of the Member to ensure that this change of the Core version is compatible with all of their contractors, service providers, associations, etc.

1.2.3.2. Members cannot be simultaneously bound to two different versions of CCL Core.

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<sup>5</sup> *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 separate CCL Membership Contracts.

## 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 legal 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<sup>6</sup> overseeing the dispute must interpret and apply CCL according to its original intent and context insofar as this interpretive task is possible.<sup>7</sup> In these cases, nothing in CCL can mean what it could not have originally meant when it was originally written.<sup>8</sup>

2.3. Footnotes and other parts of the CCL may contain one or more literary devices, each with their own particular function.<sup>9</sup> By default, their contributions are as authoritative as the main text (though some may be more immediately relevant and helpful in certain situations than others):

### 2.3.1. *Simple Notes*

2.3.1.1. Footnotes beginning with “Note:” are simple comments or elaborations to flesh out further stipulations or semantics, or 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, policies, 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 scenario 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.<sup>10</sup>

### 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.

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<sup>6</sup> *Definition:* “Adjudicators” are mediators, arbiters, judges, lawyers, and legal firms that are dedicated solely to administering justice and conducting legal work within CCL.

<sup>7</sup> *Note:* By default, the text of the CCL is considered “determinant” in meaning; the merit of interpretations can be weighed on the basis of their alignment and coherence with the author’s communicative intention.

<sup>8</sup> *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.

<sup>9</sup> *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 CCL. For example, “*e.g.*,” means the same whether it appears in a footnote or in the main text of CCL Core, or in the text of a CCL contract.

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

2.3.8.*Cf.* (confer, compare)

2.3.8.1. Provides additional references to assist and/or enrich understanding of the item(s) cited. Items listed after “*cf.*” are typically to bring awareness to related matters, invoke memory, or encourage research.

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

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

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

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

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

2.3.11.1. 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).

2.3.11.2. The lack of “*et. al.*” does not necessarily mean that more could not have been added.<sup>11</sup>

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<sup>11</sup> *Cf.* “*etc.*” above.

### 3. Property Rights

3.1. In conjunction with the principle of non-aggression,<sup>12</sup> the individual<sup>13</sup> is sovereign and is free (*i.e.*, have the right) to exercise property rights so long as they do not infringe on others' property rights.<sup>14</sup>

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

3.1.2. Every person has the right to justly acquire property and claim property rights<sup>16</sup> over a previously unowned or abandoned scarce resource<sup>17</sup> through the following two means:

3.1.2.1. Homesteading/Seasteading/Spacesteading.<sup>18</sup>

3.1.2.2. Consensual<sup>19</sup> exchange,<sup>20</sup> or contract.<sup>21</sup>

3.2. Riparian Rights<sup>22</sup>

3.2.1. Riparian owners have the right to the natural flow<sup>23</sup> of water beside or through their property, substantially unaltered<sup>24</sup> in quantity or quality.

3.2.2. Just as with trespass,<sup>25</sup> nuisance,<sup>26</sup> conversion,<sup>27</sup> 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. Just as with riparian rights and similar property rights violations, atmospheric rights to unaltered airspace exist whether or not its alteration interferes with any of the owner's activities, and whether or not its alteration interferes with any kind of perceived "public good."

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 lowest possible orbit.<sup>28</sup>

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<sup>12</sup> See chapter 4 below.

<sup>13</sup> *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 are addressed in Membership Contracts.)

<sup>14</sup> *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, because of judicial prudence (*i.e.*, wise perception of justice), an Adjudicator cannot sentence the aggressor to the maximum penalty, but must 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.)

<sup>15</sup> *Cf.*, "self-ownership." "Self-ownership" terminology is not used because persons are sovereign agents, not ownable property.

*Note:* This right (and others) are obviously conditioned and qualified by what a person contractually agrees to in this contract and any other within CCL jurisdiction.

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

<sup>17</sup> *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.

<sup>18</sup> *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). "Seasteading" refers to the same act on the sea, often involving floating and/or partially-submerged structures anchored to the seabed; the same for "spacesteading," which involves ownership of orbits.

<sup>19</sup> *Definition:* "Consensual" means by consent. For a definition and delineation of "consent," see 5.2.

<sup>20</sup> *Definition:* "Exchange" is a transfer of property/services for other property/services. Specific types of exchange include trade (the purchase or sale of an asset), gifting (a gift is a voluntary transfer of property or of a property interest from one individual to another, made gratuitously to the recipient; the individual who makes the gift is known as the donor, and the individual to whom the gift is made is called the donee), bequest (a gift of property owned by a decedent at the time of death which is directed by the provisions of the decedent's will), etc.

<sup>21</sup> *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.

<sup>22</sup> *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.

<sup>23</sup> *Clarification:* "Natural flow" refers to the range of properties (*e.g.*, chemical composition, purity, flowrate, temperature, etc.) over a three-year period, which extends from the day of the purchase 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 such information. The seller is not liable for fluctuations of properties after the sale that happen to vary behind the previous three years of fluctuation.

<sup>24</sup> *I.e.*, "unchanged." Arbiters and Judge Adjudicators determine what qualifies as "substantially unaltered" in disputes.

<sup>25</sup> *Definition:* "Trespass" is an unauthorized entry upon owned land or into owned space.

<sup>26</sup> *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.

<sup>27</sup> *Definition:* A "conversion" is any unauthorized act that deprives an owner of personal property without the owner's consent.

<sup>28</sup> *Definition:* If there is a dispute about the lowest possible orbit, the Adjudicator shall default to the "Kármán Line," which is approximately 100km above the earth's surface and generally represents the threshold between the Earth's atmosphere and space.

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

- 3.4.2. All space beyond the lowest possible orbit to geostationary orbit is recognized as homestead-ready, equally divided (100km high orbital spheres by default), unowned property.<sup>29</sup>
- 3.4.3. No property rights are recognized beyond geostationary orbit and therefore cannot be legally enforced by any Member of CCL.<sup>30</sup>
- 3.5. Property-owners have the right transfer their riparian, atmospheric, and spatial rights just like any other voluntary exchange.<sup>31</sup>

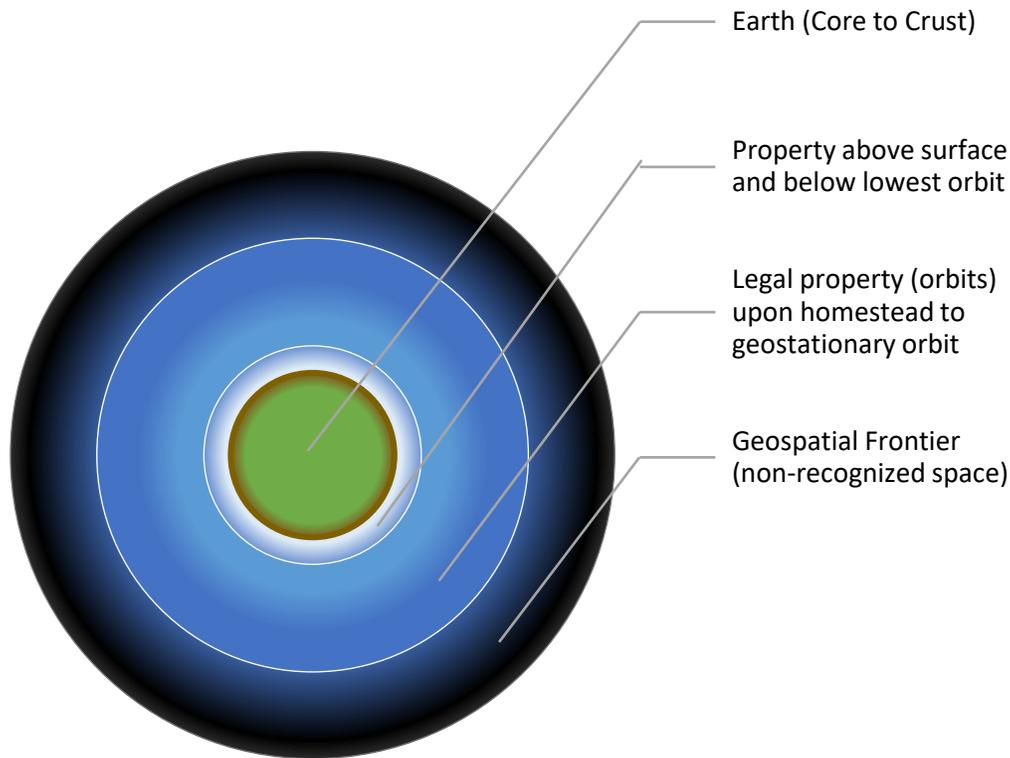


Figure 3.1 Boundaries of CCL Jurisdiction

### 3.6. Maritime Law and Seasteading

- 3.6.1. All of the property rights in this chapter (3) apply to water-bound vessels<sup>32</sup> to the extent that they are applicable—including riparian rights, which in the case of seasteading apply to ocean water.
- 3.6.2. To the extent that they apply to CCL members as much as “States,” the *United Nations Convention on the Law of the Sea (1982)* are generally recognized and therefore enforceable. However, these conventions—and the property rights of this chapter (3)—are conditioned by the following rules for seasteading, which must be upheld:
  - 3.6.2.1. The default property boundaries of an anchored seastead are the point on the sea surface at which a 45-degree line from the furthest anchor intersects.
  - 3.6.2.2. The floor-to-seastead anchor lines of multi-anchored seasteads must not be less than 45-degrees.
  - 3.6.2.3. Unanchored seasteads that are kept in place by propulsion or other means other than traditional anchors are subject to the same rules as if traditionally anchored.
  - 3.6.2.4. Seastead-locked seasteads have the right of passage to enter other waters.<sup>33</sup>

<sup>29</sup> Note: Like all properties of CCL Members, all space homesteaded in this space by a CCL Member immediately falls under the jurisdiction of CCL. Note: Owners of orbital spheres may also subdivide additional orbits within their orbital sphere (e.g., a satellite orbiting around North/South; another East/West, etc.).

<sup>30</sup> Note: This unowned and unrecognized property is known as “the geospatial frontier.”

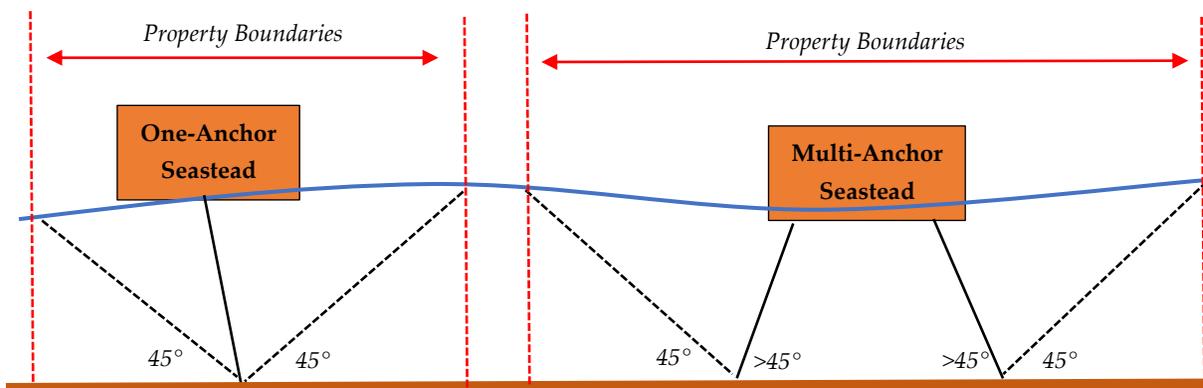
<sup>31</sup> Clarification: Unless otherwise noted, “voluntary exchange” in CCL is shorthand for all the ways in which property can be justly exchanged (e.g., trade, transfer, gift, bequeath, etc.).

<sup>32</sup> Definition: “Vessel” refers to any kind of watercraft or other artificial contrivance used, or capable of being used, as a means of transportation by water. Adjudicators looking for further clarification may depend on *The United Nations Convention of the Law of the Sea (1982)* to resolve their case.

<sup>33</sup> Definition: See “right of passage” in *The United Nations Convention of the Law of the Sea (1982)*.

Note: The same applies for space-locked spacesteads, satellites, and other owned property; all persons and their property have the right to peacefully pass through one orbital sphere to enter another.

3.6.2.5. All seasteaded properties must not dwell within 50km of any coast without the express consent of the relevant coastal property-owner/state-authority.



### 3.7. Easements

3.7.1. CCL recognizes property easements,<sup>34</sup> which can be either negative or affirmative.<sup>35</sup>

3.7.2. Easements come into existence either by implication<sup>36</sup> or by prescription.<sup>37</sup>

3.7.2.1. 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 land/space/sea-owner; (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 becomes active and should be documented in the property records of a CCL-RDL.<sup>38</sup>

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

3.7.3. If the dominant estate is sold or otherwise transferred to another, the easement appurtenant over the servient estate transfers with it.

3.7.4. Easements in gross are not transferrable.<sup>39</sup>

3.7.5. All easements attached to properties are required to appear in CCL-RDL property records and property disclosures.

<sup>34</sup> 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/water that has the burden of the easement.

<sup>35</sup> Definition: An "affirmative easement" entitles the holder to do something on another individual's property (e.g. drive over, use of spring water, entry to make repairs on a fence or slide area, drive cattle across, fish, log, 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, fishing, or using natural resources in certain ways, etc.).

<sup>36</sup> 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.)

<sup>37</sup> 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.)

<sup>38</sup> Definition: A "CCL-ready distributed ledger" (CCL-RDL) is a blockchain protocol or other decentralized, digital distributed network that is capable of securely and accurately storing CCL-relevant data (e.g., membership records, contract records, transaction records, property titles, judicial and legal records, etc.) and providing an internal platform for legal communications (e.g., between/within Adjudicators and Enforcers). Specific requirements of CCL-RDLs are listed under 6.5.

<sup>39</sup> 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,<sup>40</sup> all persons are free (*i.e.*, have the right) to do as they please so long as they do not infringe on the freedoms of others, for it is illegal to exercise unjust coercion<sup>41</sup> against a person or a person's justly-owned property.<sup>42</sup>

4.1.1. Unjust coercion includes all initiations of coercion ("initiative aggression"<sup>43</sup>) and all excessive uses of coercion ("excessive aggression").<sup>44</sup>

4.1.2. Just coercion<sup>45</sup> includes self-defense<sup>46</sup> and justice-coercion.<sup>47</sup>

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,<sup>48</sup> Duress,<sup>49</sup> Fraud<sup>50</sup>)

4.1.3.1.2. Excessive (Force,<sup>51</sup> Duress<sup>52</sup>)<sup>53</sup>

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

4.1.3.2.1. Initiative (Force,<sup>54</sup> Duress,<sup>55</sup> Fraud<sup>56</sup>)

4.1.3.2.2. Excessive (Force<sup>57</sup>)

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 must

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<sup>40</sup> 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.

<sup>41</sup> 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. Proof of fraud must show, at minimum, that the defendant's actions involved (1) a false statement of a material fact, (2) knowledge on the part of the defendant that the statement is untrue, and (3) intent on the part of the defendant to deceive the alleged victim.

Note: Financial fraud is evaluated according to the latest version of *International Financial Reporting Standards* (IFRS) so long as decisions made upon these principles do not directly conflict with any policy in CCL or CCL's theoretical foundations

<sup>42</sup> Note: This is referred to as the "non-aggression principle." Given this principle, along with the previous chapter regarding property rights, it is accurate to say that under CCL there is no liability without culpability (*i.e.*, there are no "victimless crimes").

<sup>43</sup> Definition: An "aggression" is any violation of the principle of non-aggression, or (alternatively) any violation of one's property rights.

<sup>44</sup> 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.

<sup>45</sup> Definition: "Just coercion" is responsive coercion manifest as either (a) self-defense or (b) Adjudicator-approved coercion ("justice-coercion").

<sup>46</sup> 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.

<sup>47</sup> 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.

<sup>48</sup> *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.

<sup>49</sup> *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.

<sup>50</sup> *E.g.*, identity theft.

Definition: "Identity theft" is the crime of setting up and using bank accounts and/or credit facilities fraudulently in another person's name without that person's knowledge.

<sup>51</sup> *E.g.*, assaulting a neutralized and unthreatening prisoner; murdering someone because they stole a lawn sprinkler, etc.

<sup>52</sup> *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.

<sup>53</sup> 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).

<sup>54</sup> *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.

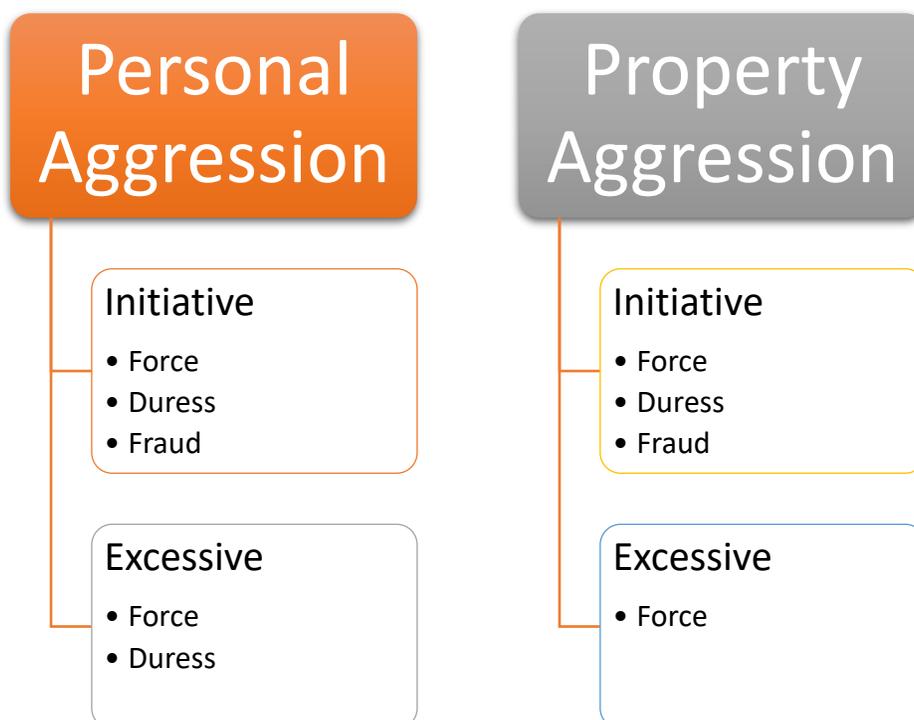
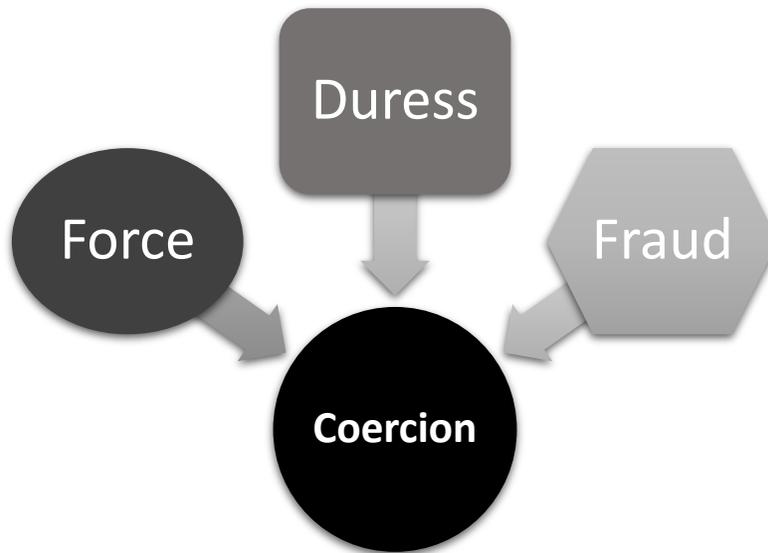
Definition: "Swindling" is wrongfully obtaining property by a false pretense, such as a lie or trick, at the time the property is transferred, which induces the victim to transfer property to the wrongdoer.

<sup>55</sup> *E.g.*, hacking another's personal robot/AI entity so that it makes decisions and operates in a different way.

<sup>56</sup> *E.g.*, cash larceny, forging documents to steal property, etc.

<sup>57</sup> *E.g.*, shooting someone in the head because they stole a lawn sprinkler.

default to relevant portions of the *Restatement of Torts, Third, Product Liability* (1998), which become legally binding for the case, so long as decisions made upon these portions do not directly conflict with any policy in CCL or CCL's theoretical foundations.



## 5. Contract Law

### 5.1. General Principles and Rules

5.1.1. The following laws, conditions, and qualifications of consent are applicable to both CCL Core and all other contracts involving CCL Members.

5.1.2. Contracts are enforced by any CCL Adjudicator(s) and Enforcer(s)<sup>58</sup> concurrently approved by both parties of the contract in accordance with all provisions of CCL.<sup>59</sup>

5.1.3. Contracts may take a variety of forms,<sup>60</sup> including unilateral and bilateral contracts,<sup>61</sup> but all contracts made by CCL Members are enforceable.

5.1.4. All persons have the right to freely and consensually contract.<sup>62</sup>

### 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.<sup>63</sup>

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 and intentional misleading).

5.2.1.3. Consent exists on a scale of justifiability (and therefore enforceability) from express consent, to implied consent, to hypothetical consent. Transactions and activities have greater legal protection the closer that they approximate express consent.

5.2.1.3.1. “Express consent” is a clear 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”).<sup>64</sup>

5.2.1.3.2. “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.<sup>65</sup>

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<sup>58</sup> *Definition:* “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. Enforcers possess 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. However, they cannot be owned by Adjudicators and must be majority co-owned by the Enforcer’s own clients as a democratically-controlled cooperative.

*Definition:* “Justice-coercion” is lawful coercion necessary to enforce CCL and the legal decisions/sentences of CCL Adjudicators.

<sup>59</sup> *Definition:* A “contract” is an enforceable promise that allow the participating parties to alter their preexisting legal rights; it 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 ownership of 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.

<sup>60</sup> *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.

<sup>61</sup> *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.

<sup>62</sup> *Condition:* No CCL Member may make a contractual promise that the promisor knows is impossible to fulfill.

*Condition:* The right to contract for Criminal Members and Minor Members is, by default, conditioned by their legal guardians as delineated in CCL Membership Contracts.

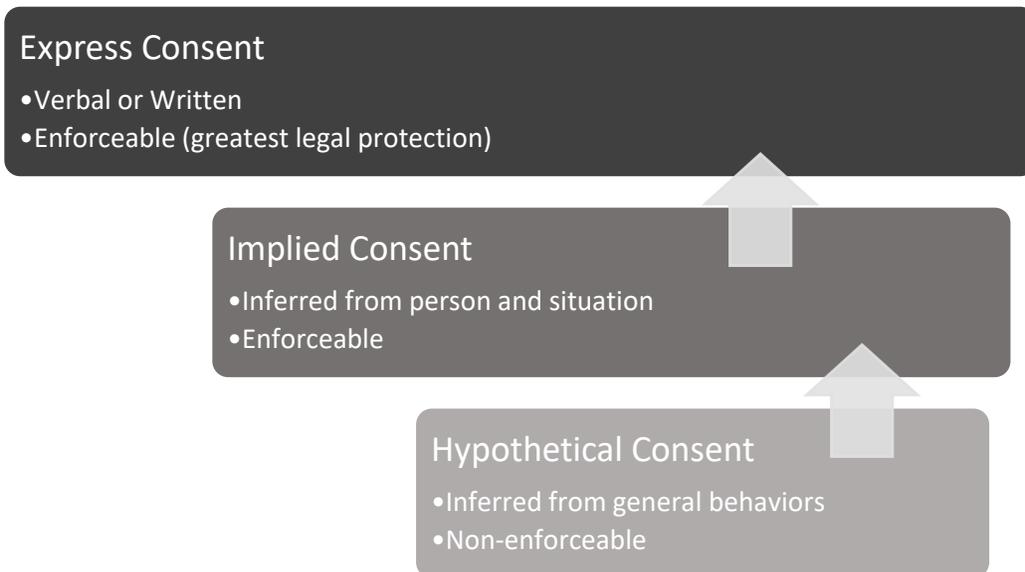
<sup>63</sup> *Clarification:* Consent assumes a physical power to act and a reflective, determined, and unencumbered exertion of these powers. It is an act unaffected by fraud, duress, or sometimes even mistake when these factors are not the reason for the consent. Consent is implied in every agreement.

<sup>64</sup> *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.

<sup>65</sup> *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.

5.2.1.3.3. “Hypothetical consent” is assumed consent based on how rational people could be expected to decide in the situation at hand.<sup>66</sup>

5.2.1.4. CCL only legally recognizes express and implied consent. Hypothetical consent is therefore unenforceable in the CCL Community.



## 5.2.2. Enforceability

5.2.2.1. Contracts are enforceable if (1) the promise is accompanied by a formality that manifests an intention to be legally bound,<sup>67</sup> 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 Core 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 decisions made upon these portions do not directly conflict with any policy in CCL or CCL’s theoretical foundations.

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<sup>66</sup> E.g., An aware patient needing heart surgery, who expresses neither affirmation or resistance, is taken into surgery because the physicians assume that this is what a rational person would choose to do if they had made a choice about their condition.

<sup>67</sup> 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 status of persons and their properties under CCL jurisdiction.

6.2. Membership is established when the potential Member signs a CCL membership contract and uploads it to a CCL-RDL.<sup>68</sup>

6.2.1. Any adult person who is not currently detained for a crime,<sup>69</sup> under investigation via a verifiable search or audit warrant, or serving a sentence as a Criminal Member, may become any kind of Ordinary Member.<sup>70</sup>

6.2.2. It is unlawful to hinder such free registration of membership.

### 6.3. Membership Types

6.3.1. The Ordinary Membership Category includes membership types that are generally established by voluntary choice, while Extraordinary Membership types may be established by other means due to certain circumstances.

#### 6.3.2. Ordinary Membership

6.3.2.1. *General Membership*: For ordinary adult persons/corporations.<sup>71</sup>

6.3.2.2. *Adjudicator Membership*: For lawyers,<sup>72</sup> such as mediators,<sup>73</sup> arbitrators,<sup>74</sup> judges,<sup>75</sup> attorneys,<sup>76</sup> and legal firms<sup>77</sup> who have the exclusive right to conduct legal work and administer justice within CCL jurisdiction. Adjudicators may only utilize only one version of CCL Core at a given time, and as many modules as they wish.

6.3.2.3. *Enforcer Membership*: For enforcers, who enforce CCL; they have the exclusive right to execute justice-coercion (functioning as an “Executive Guard”) and provide rights-protection services to their (CCL-Member) clients (functioning as a “Defensive Guard”).<sup>78</sup> Regarding justice-coercion, Enforcers are subordinate to any Adjudicators they contract with to the extent as the contract specifies. Enforcers may only enforce one version of CCL Core at a given time, and as many modules as they wish.

6.3.2.4. *Guardian Membership*: A “Guardian Member” (or “Guardian,” “legal 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 conditions relating to age, understanding, or self-control, is considered incapable of adequately administering his or her own affairs.<sup>79</sup> Guardians have the right to temporarily limit or prohibit the (a) Extraordinary Member’s use and acquirement of property and (b) contracting ability if one of the following conditions are true: (a)

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<sup>68</sup> E.g., A legal guardian establishes the membership of minors or special Members in the case of Minor Membership and Special Membership; an Adjudicator establishes the membership of criminals in the case of Criminal Membership.

*Note*: CCL Adjudicators and Enforcers have the right to produce official means of verification in addition to membership enlistment (e.g., ID card, chip insertion, etc.) so long as (a) these additional records are synchronized with the official CCL-RDL membership record and documented within that record’s profile, and (b) these additional records do not come at a cost to the CCL Member. If a question arises about the authenticity of these additional verification methods, CCL-RDL membership records are given priority by default (unless it can be demonstrated beyond a reasonable doubt that the original record was fraudulent).

<sup>69</sup> I.e., a violation of CCL.

<sup>70</sup> *Exception*: Members who have been convicted of a crime against Minor Members are not allowed to become Guardians over Minor Members.

<sup>71</sup> *Definition*: An “adult person” (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 a General Member of CCL.

*Definition*: A “corporate entity” or “corporation” 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, go to arbitration and be taken to arbitration in its own name as if it were a natural person (e.g., a school, business, corporation, etc.). Corporations have legal status according to the latest version of *Uniform Business Organization Code* (UBOC) to the extent that it does not conflict with any other portion or principle of CCL Core.

<sup>72</sup> *Definition*: A “lawyer” is an Adjudicator that practices Creative Common Law (e.g., provides legal counsel, represents clients, drafts documents, mediates, arbitrates, judges, etc.).

<sup>73</sup> *Definition*: A “mediator” is an Adjudicator who conducts mediation (i.e., settling disputes and conflicts of claims/rights etc. as a participant in the discussion and negotiations).

<sup>74</sup> *Definition*: An “arbitrator” is an Adjudicator who conducts arbitration (i.e., settling disputes and conflicts of claims/rights, etc. as one who makes a judgment).

<sup>75</sup> *Definition*: A “judge” is an Adjudicator who primarily decides legal cases at the jury trial level. Judges preside over cases that cannot be successfully resolved by reconciliation, mediation, or arbitration.

<sup>76</sup> *Definition*: An “attorney” is an Adjudicator that performs civil legal functions on behalf of clients in adjudication.

<sup>77</sup> I.e., corporate Adjudicators.

<sup>78</sup> *Condition*: All Enforcers are prohibited from using weapons, tools, and methods of exercising justice-coercion that are specifically designed to kill; this does not rule out the possibility of exercising potentially lethal-force (since even non-lethal weapons might kill in the act of neutralizing an aggressor), but rules out such lethal force as an intention itself.

*Clarification*: This condition does not nullify the principle of self-defense, since justice-coercion functions differently (e.g., its goal is not self-protection or preservation but justice).

<sup>79</sup> *Note*: A legal guardian is also the person who justly possesses a Minor-Member, Special Member, or Criminal Member’s guardian-rights.

if the Guardian's property rights are being infringed, or (b) if such acquirement/contracting significantly endangers the well-being of the minor, or (c) if an Adjudicator specifically allowed certain limitations of rights beforehand.

6.3.2.5. Guardians are responsible for ensuring that their Extraordinary Member generally has unhindered access to communication with Adjudicators.<sup>80</sup>

6.3.2.6. For Minor Membership,<sup>81</sup> Guardians have the right to exchange/transfer their just guardianship rights at any time without consent of the child in question.<sup>82</sup> Furthermore, 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.<sup>83</sup>

6.3.2.7. Natural Guardians<sup>84</sup> have, by their voluntary action of procreation, established an implied, unilateral contract<sup>85</sup> with their natural Minor. As such, Natural Guardians are, upon the development of the first neuron of the embryonic minor, Guardians of the Minor.

6.3.2.8. 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 the development of the first neuron to birth.<sup>86</sup>

6.3.2.9. The biological father of a Minor who was conceived due to his own action (*i.e.*, rape) is not exempt from the obligations of guardianship with respect to the Minor in question.<sup>87</sup>

### 6.3.3. Extraordinary Membership<sup>88</sup>

6.3.3.1. 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 tempered, conditioned, and/or qualified for the temporary and developmental state of minors, the state of those with physical or mental disabilities, and the temporary, diminished state those who have been convicted of aggression.

6.3.3.2. All Extraordinary Members are inherently overseen by Guardian Members. As such, they are entitled to the general protection of their basic negative rights (*e.g.*, right to be free from violence, abuse, theft, etc.) and general basic positive rights (*e.g.*, right to sustenance/adequate food, shelter/housing, educational resources). They are also responsible for adhering to CCL Core to the extent it is possible for them to do so.

6.3.3.3. *Minor Membership*: For Minors of General Members.

1.1.1.1. *Special Membership*: For those who, due to certain prohibitive physical or mental conditions, would be better off with assistance. Special-Members who are able to recognize their need for guardianship and able to negotiate terms for guardianship

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<sup>80</sup> *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, on a remote hike, etc.).

<sup>81</sup> *Definition*: A "minor" is a living human being that exists anytime from the development of the first neuron (or, if this is indiscernible, 14 days after conception)—known as "individuation"—to adulthood. Prior to this point, the embryo in question is property of the genetic parents by default, unless the ownership of the embryo is contracted (like any other property ownership) 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 towards any person, group, or species, 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.

<sup>82</sup> *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.

<sup>83</sup> *Condition*: No person over the age of 16 is eligible for Minor-Membership.

<sup>84</sup> *Definition*: "Natural Guardians" are natural (biological) parents of a minor.

<sup>85</sup> *Clarification*: This is a unique contract based, which emerges 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.

<sup>86</sup> *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.

<sup>87</sup> *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.

<sup>88</sup> *Alternative*: "Non-Plenary Membership," since these Members do not experience "full" rights and privileges.

may justly do so with the guardian of their choice. In other cases, the potential guardian must petition two disinterested CCL Adjudicators to (both) approve the application for guardianship.

1.1.1.2. *Criminal Membership*: For aggressors, who automatically assume Criminal Membership until they've completed the obligations of their sentence.<sup>89</sup>

#### 6.4. Additional Rules About Membership Relations

6.4.1. General, Adjudicator, Enforcer and Guardian Members may exist as either individual or corporations.

6.4.2. Special, Criminal, and Minor Membership types are always individual and cannot exist corporately.

6.4.3. All corporate entities that offer goods or services must be majority employee-owned according to the Equity Decentralization Rule.<sup>90</sup>

6.4.4. It is unlawful for any Member to simultaneously own, in whole or in part, both a Corporate Enforcer and a Corporate Adjudicator at the same time.

6.4.5. It is unlawful for (a) any Enforcer to own, in whole or in part, a corporate Adjudicator, or for (b) an Adjudicator to own, in whole or in part, a corporate Enforcer.

6.4.6. It is unlawful for any non-CCL Member to own any CCL-entity, in whole or in part.

6.4.7. It is unlawful for any Enforcer or Adjudicator to require clients to purchase goods or services from another entity as a prerequisite for offering their general goods/services; they must offer their services directly for monetary payment without required third-party purchases.<sup>91</sup>

6.4.8. The establishment of Criminal Membership automatically strips the Criminal Member of all other forms of membership (except for Special and Minor Membership, if applicable). Obtaining membership of other kinds is only possible after the Criminal Member's sentence has been fulfilled.

6.4.9. Any Member who has witnessed a violation of CCL is required to immediately report the incident either (a) on a CCL-RDL or (b) to an Enforcer.

6.4.10. Any Enforcer who has witnessed a violation of CCL is required to immediately report the incident to (a) their Enforcer firm (or another's Enforcer firm if they are not part of a corporate Enforcer) and (b) on a CCL-RDL so that it is immediately knowable to all Enforcers and not only to the firms/associates of the said informant.<sup>92</sup> Those Enforcers who fail to inform may be liable as an accessory to the crime committed.<sup>93</sup>

6.4.11. Corporate Enforcers and Adjudicators may establish voluntary, cooperative, standing committees to resolve internal conflicts, settle disputes, coordinate operations within CCL and with surrounding communities and/or governments, cooperate (as appropriate) with international law, and establish new policies that apply to as many CCL Enforcers and Adjudicators (and their members) as approve, on an as-needed basis.

6.4.11.1. Such committees may not enforce policies onto individual members that have not consented.

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<sup>89</sup> *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.

<sup>90</sup> *Definition*: The "CCL Equity Decentralization Rule" is a mechanism of self-regulation designed to ensure independence and decentralized power within the CCL Community. The rule states that any corporate entity that offers goods or services must be employee-owned; (a) the corporate entity must be no less than 51% co-owned by the entity's own employees (which include contractors that work exclusively for the firm); (b) thus, the maximum amount of ownership a single CCL Member may own of any single corporate entity is 74.5% (22.5% as an employee of a two-person business + 49% as a private investor in the business).

*Clarification*: "Employees" here includes (a) all employees whose primary employment is with the employer in question, and (b) contractors or subsidiaries who exclusively work for the employer in question.

<sup>91</sup> *E.g.*, it would be unlawful for a Corporate Enforcer to require potential clients to first purchase health insurance.

<sup>92</sup> *Clarification*: If an Enforcer firm intentionally withholds information about a violation from other Enforcer firms, the first firm is guilty of obstruction of justice.

<sup>93</sup> *Definition*: An "accessory" is one who aids, abets, commands, or counsels another in the commission of a crime. To be convicted of being an accessory to a crime, the prosecution must establish that the accessory in some way instigated, furthered, or concealed the crime. In the case of conviction, an accessory cannot be justly sentenced as severely as the perpetrator. (*Cf.*, 7.9).

6.4.11.2. Official communications from third-parties to CCL Enforcers and Adjudicators that may directly impact the lives of CCL Members and jurisdictions must be made available to all CCL Members within 30 days of their original occurrence.

	Ordinary Members				Extraordinary Members		
	General	Adjudicator	Enforcer	Guardian	Minor	Special	Criminal
<i>Organizational Structure</i>	Individual or Corporate				Individual	Individual	Individual
<i>Registration</i>	Membership contract signed and submitted by the individual or legal representative to a CCL-RDL.				Membership contract signed and submitted by the Minor's Guardian to a CCL-RDL.		Membership contract signed and submitted by the presiding Adjudicator to a CCL-RDL.
<i>Terms (duration)</i>	One-year auto-renewable.				From development of first neuron to registering as a General Member	As determined jointly by Guardian and Special Member if possible, otherwise by Guardian	As determined by Adjudicator
<i>Cancellation</i>	Voluntary choice at any time for any reason.		Voluntary choice at any time for any reason, unless doing so would result in the immediate harm of the guardian's dependents		Voluntary choice upon reaching adulthood	As determined by Guardian	Upon fulfilling sentence (as determined by Adjudicator)
<i>Renewal after cancellation</i>	Not permitted until ten years have passed since the date of cancellation.				N/A		
<i>Termination besides death and cancellation</i>	Upon conviction of aggression (registration as Criminal Member)				N/A		
<i>Renewal after termination</i>	Upon fulfillment of sentence				N/A		
<i>Membership Compatibility</i>	Cannot simultaneously be Extraordinary Member				Cannot simultaneously be Ordinary Member		
		Cannot simultaneously be Enforcer or owned by Enforcer	Cannot simultaneously be Adjudicator or owned by Adjudicator				
<i>Membership Prerequisites</i>	N/A	Must simultaneously be General Member			N/A	N/A	N/A
<i>Informant Requirements</i>	Must report violations of CCL (a) on a CCL-RDL or (b) directly to an Enforcer.		Must report violation of CCL (a) to their own Enforcer and (b) on a CCL-RDL.	Must report violations of CCL (a) on a CCL-RDL or (b) to an Enforcer.			

## 6.5. Rules About CCL-Ready Distributed Ledgers and Membership

6.5.1. To be "CCL-ready," a CCL-RDL digital network must have following features:

- 6.5.1.1. Must be concurrently approved by a CCL Member and at least two disinterested CCL Adjudicators.
- 6.5.1.2. Must be secure from hacking as best as reasonably possible.
- 6.5.1.3. Must be capable and ready to transfer member's data to another ledger or system if users so choose to switch to a different CCL-RDL.
- 6.5.1.4. Must be open and freely accessible to members in good standing with CCL (*cf.* 6.2).
- 6.5.1.5. Exhibit privacy, being inaccessible to public searches, with the following conditions (see 6.5.2).

### 6.5.2. Access and Permissions

- 6.5.2.1. *Public can view:* general information on how to become a Member on the particular network, information about CCL, general network policies and protocols, versions of CCL Core, module contract templates, etc.
- 6.5.2.2. *CCL Members can view:* their own personal membership profile and related records, a general listing of CCL Members (names, membership type), a general listing of

land/space/sea property records (name, location, date of acquisition/transfer), and general listing of legal cases (names of plaintiff, defendant and Adjudicator, dates, type of case [e.g., mediation, arbitration], current status [e.g., open, closed, pending review, etc.]).

6.5.2.3. *CCL Members can edit*: their own full personal membership profile and own records.

6.5.2.3.1. *CCL Guardian Members can also edit*: profile and records of their dependents.

6.5.2.3.2. *Adjudicator and Enforcers can view*: all content except personal transaction and financial data of members (audit-warrant required).

6.5.2.3.3. *Adjudicator and Enforcers can edit*: their own membership profiles, others' profiles (only as-needed for a legal case),<sup>94</sup> the protocol of the system itself (majority vote of both Adjudicators and Enforcers and registered membership)<sup>95</sup>; also (optional) protocol emendation system<sup>96</sup> and Adjudicator/Enforcer communication system.<sup>97</sup>

6.5.2.3.4. *Third-Party Intelligence and Defense Departments*: conditional access determined by official search and audit warrants (*cf.* 7.7.2).

6.5.3. CCL Members that use non-CCL-RDLs to any degree do so at their own risk and may complicate the process of settling disputes, but nevertheless remain valid sources of evidence/documentation in court to the extent determined by a presiding Adjudicator.<sup>98</sup>

## 6.6. Additional and/or Clarifying Prohibitions for All Members

6.6.1. It is unlawful to lend to or borrow from any government or government agency of any country.

6.6.2. It is unlawful for any CCL Member to participate in war.<sup>99</sup>

6.6.3. It is unlawful to establish or attempt to establish a government, nation-state, or other similar, political entity that inherently violates CCL Core.

6.6.4. It is unlawful to knowingly hinder, damage, or corrupt a CCL-RDL in whole or in part.

6.6.5. It is unlawful to directly and knowingly assist any government, nation-state, or other entity in hindering, damaging, or corrupting CCL-RDL in whole or in part.

6.6.6. It is unlawful to directly and knowingly hinder any person or group's free and just subscription to Ordinary Membership.

6.6.7. It is unlawful to commit obstruction of justice.<sup>100</sup>

6.6.8. It is unlawful to coerce any person or corporate entity, regardless of CCL membership, to subscribe to CCL Core or sign any CCL contract.

6.6.9. It is unlawful to lend (*i.e.*, issue a total amount of outstanding loanable funds/receipts) in an amount that exceeds the net worth the said institution.<sup>101</sup>

6.6.10. It is unlawful (in the case of a financial institution) to lend to a person or corporate entity more than the person or entity is worth, and (in the case of a borrower) unlawful to borrow more than one is worth.<sup>102</sup>

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<sup>94</sup> Note: Such cases must be documented, and any clients affected must be informed ahead of time of such changes.

<sup>95</sup> E.g., some Enforcers want to change the way they can search membership files. So they put the matter up to a vote on their own election system. For example, 55% of members consent to the proposed change, and 60% of all Adjudicators and Enforcers of the network also consent to the proposed change. So the proposal carries. Dissenters are free to transfer their personal records to another system if they wish.

<sup>96</sup> I.e., the democratic process by which the network is changed.

<sup>97</sup> I.e., the confidential communication system on the network used for official communications between Adjudicators and Enforcers.

<sup>98</sup> Clarification: "In court" is shorthand for participating in process of settling disputes, from reconciliation phase all the way to jury trial.

<sup>99</sup> Definition: War is generally a state of national aggression where citizens and soldiers are sent to kill others by the orders of a political authority. Large efforts of cooperative, mutual self-defense and defense of property is not considered war.

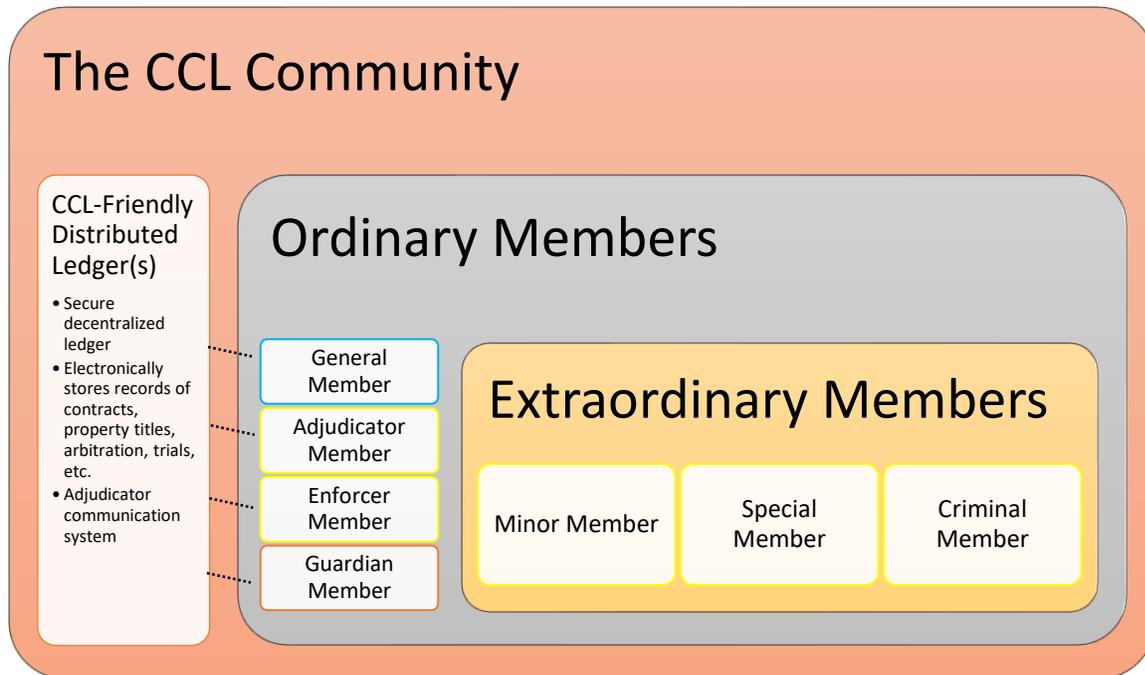
<sup>100</sup> Definition: "Obstruction of justice" involves interference, through words or actions, with the proper operations of Adjudication and the proper enforcement of CCL. Since the integrity of the adjudication system depends on the participants' acting honestly and without fear of reprisals, such actions as threatening an arbiter/judge, attempting to bribe a witness, block witnesses testimony, or encouraging the blockage or destruction of evidence, are examples of obstruction of justice.

<sup>101</sup> Definition: "Net worth" refers to the difference between total assets and liabilities; the sum total of the assets of an individual or business minus the total amount owed to creditors.

Note: If disputes about financial institutions, transactions, or related issues arise that cannot be resolved because CCL Core is deficient to address the relevant issues, Adjudicators will default to relevant portions of the *Uniform Commercial Code* (latest version) and *International Financial Reporting Standards* (IFRS) (latest version), which become legally binding for the case, so long as decisions made upon these portions do not directly conflict with any policy in CCL or CCL's theoretical foundations.

<sup>102</sup> Clarification: "worth" refers to "net worth."

6.6.11. All Members offering goods or services must make publicly available Terms and Conditions,<sup>103</sup> a Privacy Policy,<sup>104</sup> Data Owner Policy,<sup>105</sup> and a Conflict of Interest Policy.<sup>106</sup> Enforcer Members must also make their Rules of Engagement available to at least (a) their clients and (b) all other Enforcers through a CCL-RDL.<sup>107</sup> Similarly, Adjudicator Members must also make their Policies and Procedures for Justice available to the public.<sup>108</sup>



<sup>103</sup> 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.

<sup>104</sup> 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).

<sup>105</sup> Definition: A "Data Owner Policy" sets forth procedures relating to data ownership and data owner responsibilities.

Definition: "Data" is information which is being processed by means of equipment operating automatically in response to instructions given for that purpose, is recorded with the intention that it should be processed by means of such equipment, or is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system. It need not be held on a computing device.

<sup>106</sup> 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, kickbacks, and corruption.

Definition: "Bribery" is the offering, giving, receiving, or soliciting of something of value for the purpose of influencing the action of a CCL official in the discharge of his or her public or legal duties. The expectation of a particular voluntary action in return is what makes the difference between a bribe and a private demonstration of goodwill. To offer or provide payment in order to persuade someone with a responsibility to betray that responsibility is known as seeking *undue influence* over that person's actions, and when someone with power seeks payment in exchange for certain actions, that person is said to be *peddling influence*.

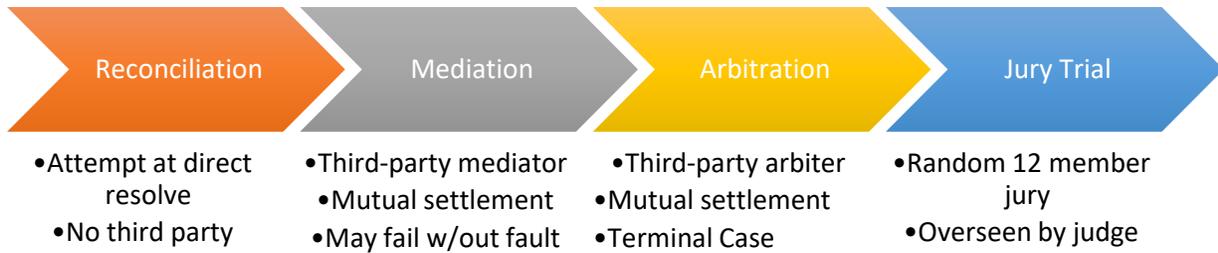
Definition: A "kickback" is the seller's return of part of the purchase price of an item to a buyer or buyer's representative for the purpose of inducing a purchase or improperly influencing future purchases. Any kickbacks immediately relating to Adjudicators and Enforcers are illegal, as well as any kickbacks between CCL Members and other governments or government officials. All other cases of kickbacks are determined case by case according to the presiding Adjudicator of the case.

<sup>107</sup> Definition: "Rules of Engagement" (or ROE) delineate the concrete policies and procedures for neutralizing aggression/aggressors and executing justice coercion. They must be consistent with CCL Core.

<sup>108</sup> Definition: "Policies and Procedures for Justice" are a law firm/court's rules for settling disputes, conducting trials, and administering justice.

## 7. Settling Disputes

7.1. Disputes<sup>109</sup> are settled through a process of (1) reconciliation; (2) mediation; (3) arbitration; (4) jury trial. All disputes must begin at the first step and escalate to the latter steps if justice is not achieved.<sup>110</sup> The final results of each case must be uploaded to a CCL-RDL, and the final results of any jury trial must be made public.



7.2. It is the responsibility of the involved Adjudicator(s) to hire executive guards and ensure their presence during arbitration and jury trials 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.<sup>111</sup>

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

7.2.2. Judicial guards may fulfill bailiff roles (e.g., handling detainees) but are not required to unless the presiding Adjudicator 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 three judicial guards (from at least two different disinterested parties) for jury trials.<sup>112</sup>

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

### 7.3. Reconciliation (Step 1)

7.3.1. Before a plaintiff<sup>113</sup> can proceed to mediation,<sup>114</sup> the plaintiff must verifiably attempt to reconcile with the offending party by directly communicating to the extent that it is possible and reasonable.<sup>115</sup>

### 7.4. Mediation (Step 2)

7.4.1. If reconciliation fails, the plaintiff is free to pursue mediation with a mediator concurrently approved by the plaintiff and the defendant.

7.4.1.1. If the defendant refuses to cooperate in choosing a mediator, the defendant and the plaintiff must each choose their own mediator of choice, both of who will then choose a third mediator to hear the case.<sup>116</sup>

<sup>109</sup> *I.e.*, legal disputes, conflict of rights, aggressions, violations of CCL, etc. This process applies to disputes between Adjudicators and Enforcers, and any other internal conflict.

<sup>110</sup> *Exception:* Because of seriousness, the plaintiffs (victims) of Personal Aggressions have the option of immediately entering either arbitration (third phase) or a jury trial (fourth phase).

<sup>111</sup> *Definition:* This type of Executive Guard is a “Judicial Guard.”

<sup>112</sup> *Definition:* “Disinterested” generally means someone who is impartial and unbiased in the situation at hand. It is in contrast to an interested party, who (for example) may be a relative, co-worker, employer/employee, client, or firm that is majority-owned.

<sup>113</sup> *Definition:* A “plaintiff” is the complainant, the one who is suing or prosecuting.

<sup>114</sup> *Definition:* “Mediation” is the settlement of a dispute or controversy by setting up an independent Adjudicator between two contending parties in order to aid them in the settlement of their disagreement.

<sup>115</sup> *Clarification:* If it not necessary for the defendant to respond to the offending party to move on arbitration. However, the plaintiff can only proceed to arbitration after receiving no response from the offending party for one week.

<sup>116</sup> *Note:* All CCL Adjudicators are required to have a policy specifying their specific procedures for effectively carrying out this general procedure in their Policies and Procedures for Justice. Those that do not have a public policy 30-days prior to the initial complaint are not legally eligible to handle the case or any others.

*Note:* If the two arbiters fail to choose the third arbiter for arbitration within 30 days, both arbiters lose their Adjudicator membership for one year.

7.4.1.2. If the defendant refuses to cooperate even in this secondary process of choosing a mediator,<sup>117</sup> the plaintiff has the option of subpoenaing the defendant to mediation.<sup>118</sup> However, if mediation fails and the defendant is declared entirely innocent by the arbiter in arbitration, the plaintiff is liable for committing an aggression against the defendant, namely, for forcing the defendant to attend arbitration against their will.

7.4.1.3. After choosing a mediator, mediation is conducted with the goal of mutual settlement and according to their public Policies and Procedures of Justice.

#### 7.5. Arbitration (Step 3)<sup>119</sup>

7.5.1. If settlement cannot be achieved through mediation and bargaining within 30 days, an arbiter is chosen via the same method as was used to choose a mediator,<sup>120</sup> who then conducts pendulum arbitration according to their Policies and Procedures of Justice.<sup>121</sup>

7.5.2. Unless there is prior agreement to the contrary, all legal fees are, by default, paid by the guilty party.<sup>122</sup>

#### 7.6. Jury Trial (Step 4)

7.6.1. Jury trials are held for (a) cases of Personal Aggression, and (b) appeals for any kind of arbitration case.

7.6.2. If either the plaintiff or defendant is unsatisfied with arbitration, the party may make an appeal to hold a jury trial. To successfully appeal an arbiter's decision, the appealing party must submit an appeal request through any two disinterested Adjudicators/legal firms, explaining in writing in the appeal why the decision of the arbiter is unjust or corrupt. After documenting the appeal request, the two Adjudicators/legal firms are, in no less than 90 days, jointly required to randomly select three other disinterested Adjudicators/legal firms to approve or reject the appeal.<sup>123</sup> If two or more of the three 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-three aforementioned approving Adjudicators.<sup>124</sup>

7.6.3. If only one or no Adjudicators approve the appeal, the appeal request is discarded (leaving the original decision of the initial arbiter in place).

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 arbitration in question.

7.6.4.2. They document new evidence that might affect the outcome of the original arbitration.<sup>125</sup>

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

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<sup>117</sup> *I.e.*, failing to choose a mediator/arbiter within 30 days of the failed reconciliation communication.

<sup>118</sup> *Definition:* A "subpoena" is a formal document that orders a named individual to appear before an Adjudicator at a fixed time to give testimony. If the suspect/defendant fails to obey the subpoena, the presiding Adjudicator is valid in issuing a bench warrant.

*Definition:* A "warrant" is a written order issued by an Adjudicator commanding an Executive Guard to perform some act incident to the administration of justice.

*Definition:* A "bench warrant" is initiated by and issued from the Adjudicator directing an Executive Guard to bring a specified person before the court. A bench warrant is used, among other purposes, when a person has failed to appear in response to a subpoena, summons, or citation. It is also used when an accused person needs to be transferred from jail to court for trial, and when a person's failure to obey a court order puts her or him in contempt of court.

*Definition:* "Contempt of court" an act of deliberate disobedience or disregard for the laws, regulations, or decorum of a presiding Adjudicator or Enforcer, such as an arbiter, judge, law-firm, Executive Guard, etc.

<sup>119</sup> *Definition:* "Arbitration" is the submission of a dispute to an unbiased third person (*i.e.*, a CCL Adjudicator) 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.

<sup>120</sup> *Clarification:* If the plaintiff and defendant mutually agree to use the same mediator as an arbiter, it is not necessary that the mediator and arbiter for a single case be two separate persons/firms.

<sup>121</sup> *Definition:* "Pendulum arbitration," or "Final Outcome Arbitration" (FOA), is a type of interest arbitration in which the arbitrator chooses one of the parties' proposals on each (or perhaps all) disputed issues.

<sup>122</sup> *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.

<sup>123</sup> *Note:* This service must be provided without charge to CCL Members by virtue of their duties as a CCL Adjudicator.

<sup>124</sup> *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.

<sup>125</sup> *Note:* Again, the same procedure for appealing a case decision is used—this time on the basis of new evidence.

the 12-person jury—and carrying out the entirety of the trial—according to the firm’s publicly stated Policies and Procedures for Justice.<sup>126</sup>

7.6.6. After the jury reaches a verdict and informs the judge, the judge<sup>127</sup> 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 12 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 party.

## 7.7. Search Warrants and Audits

7.7.1. Any Adjudicator seeking to verify criminal activity may request, pay for, and obtain a search warrant.<sup>128</sup>

7.7.1.1. The Adjudicator must first produce a search warrant contract offer, which includes all necessary documentation justifying the request and a bid price that the Adjudicator is willing to pay for a judge to reject/approve the request. The Adjudicator is then free to distribute the contract offer to as many judges as the Adjudicator’s pleases so long as this offer is distributed through a CCL-RDL and not available on public search results.

7.7.1.2. As soon as three independent (disinterested) judges have accepted the contract, the Adjudicator is responsible for payment to the judges, who then have up to one month to reject or approve the warrant request.

7.7.1.3. If two or more of the three judges approve the request,<sup>129</sup> the search warrant is issued to the investigative Adjudicator—who can then contract with (*i.e.*, hire) an executive guard concurrently approved by both judges, to conduct the search.<sup>130</sup>

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 carrying out the 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 and under what general conditions. A search warrant that does not provide the basics—times, places, people, properties involved—is legally 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.<sup>131</sup>

7.7.1.5. If the Adjudicator finds sufficient evidence to prosecute a crime and successfully does so through CCL dispute settlement, 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.

<sup>126</sup> *Condition:* These additional policies must be contained in the judge/firm’s public Terms and Conditions and remain unchanged for the duration of the case.

<sup>127</sup> *Definition:* “A judge” is an Adjudicator that presides over trials.

<sup>128</sup> *Definition:* A “search warrant” is an order in writing, issued by a judge to search a specified person or premises for specified property and to bring it before the Adjudicator named in the warrant. Before issuing the search warrant, the judge must determine whether there is probable cause to search based on the information supplied in writing by an Adjudicator or Enforcer.

<sup>129</sup> *I.e.*, determined 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 their prosecution.

<sup>130</sup> *Note:* It is the Adjudicator’s responsibility for disclosing any conflict of interest to the judges when choosing an Executive Guard for the search.

<sup>131</sup> *Note:* The final sentence for cases such as these are 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. (E.g., if a judge overseeing a failed search warrant issues a 5,000 unit fine, the Adjudicator and Executive Guard are each responsible for 2,500 units).

7.7.2. The same process applies to third-party governments (e.g., intelligence and defense departments) wanting to obtain a warrant for one of its citizens in CCL jurisdiction.

7.7.2.1. However, no CCL Member is required to cooperate with any government in this process if the criminal in question is under investigation for a crime unique to the domestic country and not identified in CCL Core. In other words, the CCL Community of Adjudicators and Enforcers may peacefully cooperate with third-parties in managing aggression of non-CCL members, but not for activities not considered criminal according to CCL.<sup>132</sup>

7.7.2.2. All such warrants must be documented in the CCL-RDL and available to the public within 30 days of the warrant issuance.

## 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.<sup>133</sup>

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

## 7.9. Determining an Appropriate Judgment

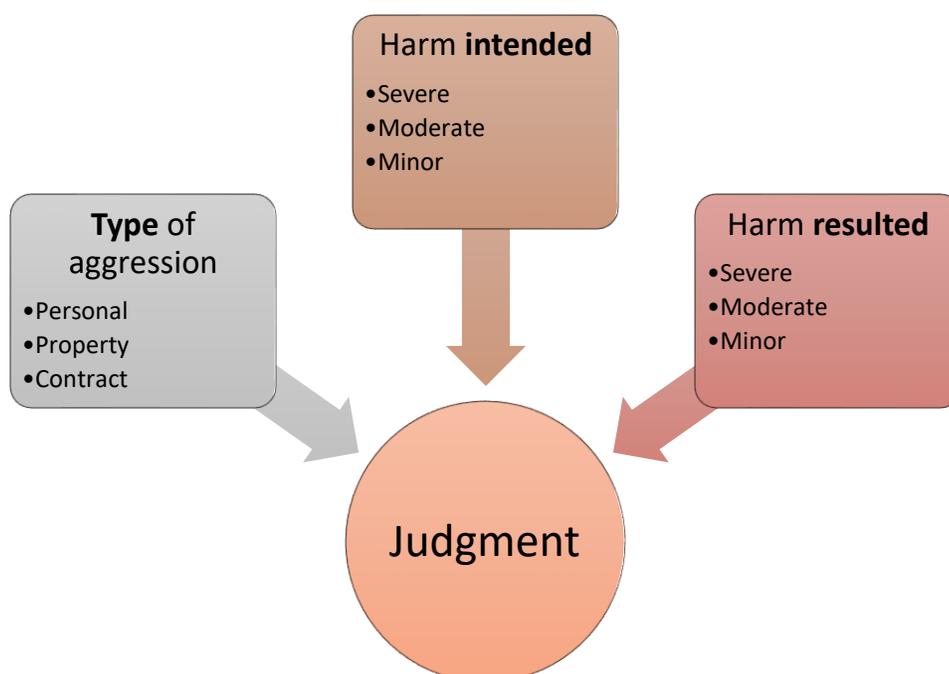
7.9.1. Sentences/judgements/remedies of Adjudicators are determined by the arbiter/judge's own judgment, but within a necessary, guiding framework consisting of (a) determining factors and (b) principles of justice.

7.9.2. Determining factors identify the general range of seriousness, and therefore seriousness of judgment, for the crime in question. Three factors must be explicitly identified in as part of any arbiter or judge's ruling/sentence:

7.9.2.1. What *type* of aggression is it? (Personal, property, and/or breach of contract?)

7.9.2.2. Given the type of aggression/harm, how much was *intended*? (Severe, moderate, or minor?)

7.9.2.3. Given the type of aggression/harm, how much *resulted*? (Severe, moderate, or minor?)<sup>134</sup>



<sup>132</sup> E.g., it is not lawful for a CCL Member to assist a government in giving information about or facilitating the capture of a non-CCL member suspect who is "on the loose" on CCL-jurisdiction property for tax evasion, prostitution, selling lemonade without a government license, or other such "criminal" activity according to the domestic country's laws. It would be lawful, however, to facilitate a government to capturing an aggressor.

<sup>133</sup> Definition: An "audit" is a systematic examination of financial, accounting, or exchange records by an Adjudicator to verify their accuracy and truthfulness; a hearing during which financial, accounting, or exchange data are investigated for purposes of authentication.

<sup>134</sup> Note: Since the severity of harm intended or resulted exists on a scale, arbiters and judges may choose to further break down the three levels of "severe, moderate, minor" as they see fit.

- 7.9.3. Principles of justice provide further scaffolding to produce an effective judgment. They must be implemented as consciously and consistently as possible by arbiters and judges.
- 7.9.3.1. All parties are equal before the law. Arbiters and judges should aim to be as objective and fair as possible.<sup>135</sup>
- 7.9.3.2. All parties must always be assumed and treated as innocent until proven guilty.
- 7.9.3.3. The remedy of a certain crime should be in proportion to the severity of the crime itself (insofar as this is possible), and the debt owed by the criminal is primarily to the victim(s), not to society, the Adjudicators, or any other party.
- 7.9.3.4. In terms of general goals, the opinion and state of the victim must always be an element of consideration.
- 7.9.3.5. In terms of general violations, personal aggressions are considered more serious than property aggressions.
- 7.9.3.6. In terms of coercion, force is considered more serious than duress, and duress more serious than fraud.
- 7.9.3.7. In terms of specific remedies, bondage is considered more severe than money damages or injunctions.
- 7.10. CCL decisions made at the jury trial level function with the doctrine of precedent; legal rules the applied to a prior case with facts similar to those of the case now before a judge should be applied to resolve the legal dispute.<sup>136</sup>
- 7.11. Precedent does not apply to arbiters, only judges; arbiters make decisions on a case-by-case basis.<sup>137</sup> These decisions, nevertheless, should still be in general harmony with the decisions of similar cases (written documentation must be given by arbiters at the time of their decision demonstrating such general harmony).

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<sup>135</sup> *Note:* Arbiters or judges that have accepted bribes (and thus are guilty of obstruction of justice) are sentenced to no less than five-years of non-substitutionary bondage and a permanent revocation of their Adjudicator membership.

<sup>136</sup> *Definition:* "Precedent" is a court decision that is cited as an example or analogy to resolve similar questions of law in later cases. The use of precedent has been justified as providing predictability, stability, fairness, and efficiency in the law.

<sup>137</sup> *Exception:* When a an arbitration case finds CCL Core inadequate and appeals to one of the other law codes cited therein (e.g., UCC, IFRS, Principles, *Law of the Sea*, etc.) to settle the case, these cases do establish precedent. Laws emerging from such precedent (*i.e.*, "case laws) must be immediately uploaded to a CCL-RDL, publicly available, and properly identified with their applicable version of CCL Core. Such case laws may be overruled if 2/3 of 2/3 of all current CCL Adjudicators for a particular version of CCL Core vote to overrule the ruling via a publicly visible CCL-RDL election.

## 8. Enforcement and Aggression Management

8.1. The basic structure of remedies for crimes are injunctions for specific performance, money damages, and/or bondage.

8.1.1. Injunctions may be temporary,<sup>138</sup> long-term,<sup>139</sup> preventative,<sup>140</sup> mandatory,<sup>141</sup> or constitute a restraining order.<sup>142</sup>

8.2. Remedies for Breach of Contract

8.2.1. The basic structure of remedies for breach of contract are injunctions for specific performance and money damages.<sup>143</sup>

8.2.2. Adjudicators must give victims of a contract breach the option of specific performance or money damages, so long as promisors are allowed to show why specific performance is unduly onerous and money damages are adequate.

8.2.3. Adjudicators must calculate contract damages in one of three different ways, based on appropriateness:

8.2.3.1. *Restitution*: The amount of money it would take to return the party in breach to the position the breaching party would have been in had the contract not been made.<sup>144</sup>

8.2.3.2. *Reliance*: The amount of money it would take to return the victim of the breach to the position the victim would have been in had the contract not been made.

8.2.3.3. *Expectation*: The amount of money it would take to put the victim of the breach in the same position as the victim would have been had the contract been performed.<sup>145</sup>

8.2.4. The right of the promisee to collect damages is limited in three ways:

8.2.4.1. The damages claimed (whether “loss in value” or “other loss”) must be certain enough to be capable of calculation.

8.2.4.2. The losses incurred must not have been avoidable by the promisee.

8.2.4.3. The “other loss” actually incurred must not have been remote or unforeseeable.

8.2.4.3.1. Damages are not recoverable for loss that the party in breach did not have reason to foresee as a probable result of the breach when the contract was made.

8.2.4.3.2. Loss may be foreseeable as a probable result of a breach because it follows from the breach (a) in the ordinary course of events, or (b) as a result of special circumstances, beyond the ordinary course of events, that the party in breach had reason to know.

8.3. Remedies for Aggression

8.3.1. Just as in breach of contract, acts of aggression place the aggressor in debt to the aggrieved. Criminal Members (*i.e.*, convicted aggressors) must fulfill their sentence or program of detention to leave Criminal Membership and restore other Membership.<sup>146</sup>

8.3.2. The remedy for property aggressions can be money damages, injunctions, and/or bondage.

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<sup>138</sup> *Definition*: A “temporary injunction” is a provisional remedy that is invoked to preserve the subject matter in its existing condition. Its purpose is to prevent dis-solution of the plaintiff’s rights. The main reason for use of a preliminary injunction is the need for immediate relief.

<sup>139</sup> *Definition*: A “long-term injunction” is aimed at final relief but, due to the Statute of Limitations, cannot apply for longer than 30 years.

<sup>140</sup> *Definition*: A “preventative” or “negative injunction” prevents a threatened injury, preserves the status quo, or restrains the continued commission of an ongoing wrong, but it cannot be used to redress a consummated wrong or to undo that which has already been done.

<sup>141</sup> *Definition*: A “mandatory injunction” commands the performance of a positive act.

<sup>142</sup> *Definition*: A “restraining order” is granted to preserve the status quo of the subject of the controversy until the hearing on an application for a temporary injunction. A “temporary restraining order” is a remedy of short duration that is issued to prevent unnecessary and irreparable injury.

<sup>143</sup> *Definition*: “Money damages” is monetary compensation that is awarded by an Adjudicator to an individual who has been injured through the wrongful conduct of another party; they are the presumptive form of relief for breach of contract and are the remedy that every party has a right to receive.

*Definition*: “Injunctions for specific performance” is an Adjudicator order by which an individual is required to perform, or is restrained from performing, a particular act. It is often used when money damages are inherently inadequate (e.g., in land contracts, where money cannot buy the same piece of land).

<sup>144</sup> *Clarification*: That is, make the breaching party discourage any benefits he or she received from entering into the contract.

<sup>145</sup> *Conditions*: The normal expectation measure is the amount of money it would take to complete performance. However, where the cost of completion greatly exceeds the diminution of market value, the diminution of market value will be awarded, unless (a) the contract expressly stipulates the cost of completion measure even when it greatly exceeds the diminution in value; or (b) the victim of the breach is likely to attach subjective value to the complete performance; or (c) the party in breach would gain the full benefit of the contract while avoiding its essential reliance cost.

*Definition*: “Diminution in value” refers to (in the event of a breach of contract) the decrease in value of property due to the failure to construct something exactly as specified in the contract.

<sup>146</sup> *Note*: Entire prohibition of or banishment from CCL Membership cannot legally be used as punishment by Adjudicators for any crime.

8.3.3. The remedy for personal aggressions can be money damages, injunctions, and/or non-substitutionary bondage.

#### 8.4. Bondage

8.4.1. Bondage is a program of custodial detention and (when possible) productive work which constitute a debt owed to the victim by the perpetrator.<sup>147</sup>

8.4.2. The victim is the rightful bondage-holder unless the victim chooses to voluntarily transfer/sell the bondage on the free market just like bonds, mortgages, and other debt securities.

8.4.3. The custodian of the Criminal Member serving bondage is the same as the Guardian Member overseeing the Criminal Member. The custodian may, but not need, be the same entity as the bondage-holder.

8.4.4. It is the responsibility of the bondage-holder to hire (or act as) an appropriate custodian to ensure that (a) the Criminal Member's bondage is being appropriately fulfilled according to the terms set forth by the Adjudicator, and (b) the Criminal Member's basic rights<sup>148</sup> and diminished rights<sup>149</sup> are being upheld.

8.4.5. The terms and conditions of a bondage are the same as the terms and conditions of that person's criminal membership.<sup>150</sup>

8.4.6. The bondage remedy for personal aggressions are always non-substitutionary, meaning no one but the convicted aggressor may fulfill the bondage. For all other cases, it is legally permissible for someone other than the criminal to voluntarily fulfill the bondage sentence on the criminal's behalf.

#### 8.4.7. Bondage Issuance

8.4.7.1. If an Adjudicator's sentence includes bondage, issuance and execution of bondage occurs according to the following process.

8.4.7.2. After a sentence for bondage has been given, the personal profile of the Criminal Member is immediately made available for viewing to all CCL Members through an appropriate CCL-RDL.<sup>151</sup>

8.4.7.3. For no more than 30 days, interested guardians and bondage firms (*i.e.*, corporate custodians) may directly communicate with the Criminal Member and their legal representative to negotiate offers and terms for the bondage.<sup>152</sup>

8.4.7.3.1. The terms for bondage in these offer negotiations are limited since (a) they cannot contradict or nullify those set out by the Adjudicator's sentencing<sup>153</sup> and (b) they must be approved by the victim (*i.e.*, the initial bondage-holder).

8.4.7.3.2. Since bondage is not and must not constitute abject slavery (*i.e.*, forced labor), the terms of the offer must specify how and in what conditions the criminal Member will be held in custody both if they agree to the terms (and work as specified) and if they refuse to (and therefore do not work as specified). The terms

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<sup>147</sup> Definition: "Criminal custodians" (or "custodians" for short) are Guardian Members overseeing Criminal Members.

Clarification: This system noticeably contrasts with popular prison systems of mass incarceration, where being productive under sentence to the benefit of the victim is not necessarily the general purpose of prison time.

<sup>148</sup> *I.e.*, inviolable, even while being a criminal member (e.g., right not to be physically abused, intentionally deprived of bodily needs, etc.)

<sup>149</sup> *I.e.*, those conditioned by the guardian and terms of the bondage.

<sup>150</sup> Note: The general terms/conditions of criminal membership specified in section 6 above must not and cannot be contradicted or nullified by any Adjudicator's sentence.

<sup>151</sup> Note: The "personal profile" includes basic information about the criminal, the criminal's background and charges, including professional skills, education, work and personal references, and the criminal's desired conditions of bondage.

<sup>152</sup> *E.g.*, how much or what percentage the custodian vs. the bondage holder will receive of the bondage yield (*i.e.*, profits/labor produced by the criminal), terms for future transferring and/or re-negotiation, what type of work the criminal will be asked to perform, how often, how many breaks or vacations are allowed, what type of living quarters are offered, how much travel is involved, etc.

Note: During this interstitial period, the criminal is placed under temporary custody of the judicial guard(s). Holding arrangements are determined ahead of time by Adjudicator who presided over the case.

<sup>153</sup> Clarification: In other words, the offers have been "pre-screened" by the Adjudicator to ensure that they are generally valid offers and not scams or unlawful.

must also state any rewards for exceptional performance<sup>154</sup> and any penalties for refusing to work.<sup>155</sup>

8.4.7.4. It is the criminal's choice as to what bondage program offer they will accept, so long as the victim/plaintiff approves of the criminal's choice.

8.4.7.4.1. If the victim/plaintiff does not approve, the criminal must present two offers for the victim to choose from, and whatever the victim chooses is decided.

8.4.7.4.2. If the criminal cannot settle on an offer in time (or at all), the presiding Adjudicator has the right to make the choice regarding the criminal's bondage program.

8.4.7.5. After a bondage program has been chosen, it comes into effect no later than 30 days, whereupon the victim possesses the bondage (*i.e.*, has conditional custody of the Criminal Member), and the criminal begins serving the bondage and any other terms of the criminal's sentence.

8.4.8. Prior to transfer of custody to the bondage-holder, the Adjudicator and judicial guards are responsible for ensuring the safe injection of a GPS tracker with identity chip into the criminal's body, or an external device that the criminal cannot remove without permission. Information regarding the criminal's whereabouts, as well as regular updates from the criminal's custodian, must be made readily available to all Enforcers through a CCL-RDL throughout the entire term of the criminal membership.

8.4.9. All Criminal Members in bondage must be supervised at all times and places by their rightful custodian, either in the immediate vicinity or within a reasonable distance such that the criminal can be properly neutralized in the event of a security breach or aggression.

## 8.5. Boundaries of Judgments and Statutes of Limitations

8.5.1. The maximum penalty for a personal aggression is thirty-years bondage plus (a) fines worth thirty years average labor costs or (b) twice the net worth of the convicted aggressor (whichever is greater).<sup>156</sup>

8.5.2. The maximum penalty for all other non-personal crimes (e.g., obstruction of justice; breach of contract; a violation of CCL policy or procedure; property aggression, etc.) is five-years bondage, or, the greater of the two: (a) fines worth ten-years average labor costs or (b) 150% the net worth of the convicted aggressor.

8.5.3. No contract is enforceable beyond thirty years.<sup>157</sup>

8.5.4. The statute of limitations is thirty years.<sup>158</sup>

<sup>154</sup> *I.e.*, reduced time, special privileges, etc.

<sup>155</sup> *E.g.*, additional fines, injunctions, etc.

*Condition:* These penalties may not include additional years of bondage beyond 50% of the original bondage duration. (*E.g.*, a Criminal Member who is convicted of first-degree murder is sentenced to thirty-years bondage; with permission of the victim, he signs a bondage contract with a buyer where he agrees to work supervised construction for the 30-years, but after the third year he refuses to work, whereby he is held in a prison cell. He cannot in this situation be penalized by an Adjudicator to more than 15 additional years of bondage).

<sup>156</sup> *Note:* "Average labor costs" is the estimate of how much the average comparable CCL member (e.g., for age, location, etc.) makes in a given period. Data estimates for these figures may be obtained from surveys given from Adjudicator or Enforcers to their clients and posted annually on CCL-RDLs for legal use. If multiple samples and CCL-RDLs contradict, the presiding Adjudicator may choose either, or an average of the different estimates.

<sup>157</sup> *E.g.*, eighty-year mortgages are not CCL-enforceable contracts.

<sup>158</sup> *Definition:* "Statute of limitations" is a law which forbids prosecutors from charging someone with a crime that was committed more than a specified number of years ago. After the period of the statute has run, the criminal is essentially free.

## 9. Reference Material

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