

No. 99%

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IN THE

**Superior Court of This,  
the Immaterial Plane**

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THE NEW YORK MILLENNIALS

*Plaintiff,*

v.

PARKER MACMILLAN III  
THAT COIN, PROBABLY A/K/A THE BOSS

*Defendant.*

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**BRIEF AMICUS CURIAE FOR THE  
ASSOCIATION OF UNAFFILIATED  
BLASEBALL FANS OF THE IMMATERIAL  
PLANE**

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## QUESTIONS PRESENTED

Whether the terms of the Forbidden Book and Blaseball website constitute a contract (click wrap or implied-in-fact), and whether the failure to Eat The Rich as promised should be held to be a breach of contract, and the underlying contract enforced; whether an apparent deity may be joined into a lawsuit under the rules of Civil Procedure.

## STATEMENT OF INTEREST OF AMICUS CURIAE

The Association of Unaffiliated Blaseball Fans of the Immaterial Plane (hereinafter “the Association”)<sup>1</sup> is a not-for-profit corporation registered in Chicago<sup>2</sup> and representing the interests of all Blaseball fans, regardless of team or location<sup>3</sup>. It was founded dur-

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<sup>1</sup> Pursuant to Rule 37.6, Amicus Curiae affirms that no counsel for any party authored this brief in whole or in part, and no counsel or party made a monetary contribution intended to fund the preparation or submission of this brief. No person other than Amicus Curiae, its members, or its counsel made a monetary contribution to its preparation or submission.

<sup>2</sup> Where we are from.

<sup>3</sup> Within Chicago, wherever that part of Chicago may be.

ing Season 11 of Internet League Baseball, largely but not solely to file this amicus brief<sup>4</sup>.

The Association believes in the Baseball principles of community in the face of malevolent forces beyond our control<sup>5</sup>, betting coins, eating peanuts, and consistent if not entirely fair play. It advocates these values as the only true way to ensure the legacy of the most amazing sport in the world, Major League Baseball.

## INTRODUCTION AND STATEMENT OF THE CASE

Since its revival during Season 1, Internet League Baseball has been widely known for its consistent if not entirely fair play. While the rules may require players to play constantly until given the order for siesta<sup>6</sup>, force teams to play through their shame<sup>7</sup>, and allow players to wield actual airplanes instead of bats<sup>8</sup>, it has done so in a consistent manner. Rules have not been changed midseason, save for when

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<sup>4</sup> Also out of jealousy, since we were not invited to participate in the lawsuit. What the heck, guys.

<sup>5</sup> See, e.g., The Game Band, *A Dark Week in the Discipline Era*, Medium.com (September 17, 2020). [https://medium.com/@thegameband\\_studio/a-dark-week-in-the-discipline-era-76506119920a](https://medium.com/@thegameband_studio/a-dark-week-in-the-discipline-era-76506119920a).

<sup>6</sup> Baseball Gods, *The Forbidden Book*, Baseball.com Edition (2020). (Hereinafter 'Forbidden Book').

<sup>7</sup> *Id.*

<sup>8</sup> [https://baseball.fandom.com/wiki/Thomas\\_Dracaena](https://baseball.fandom.com/wiki/Thomas_Dracaena).

they were forced to be by circumstances beyond the control of any mortal authority<sup>9</sup>.

As part and parcel of this consistency, participants are allowed to vote on certain blessings and decrees at the end of each season<sup>11</sup>. Once voted on by the players and awarded by the (often cruel<sup>12</sup>) whims of fate, the decrees and blessings invariably go in to effect. While they may alter the fate of teams and even the solar system<sup>13</sup>, the fact that they will be selected and will be assigned ensures that Blaseball continues to run smoothly and fairly.

That is, until the end of Season 10. During Season 3, participants elected to enact the *Eat the Rich* decree. This permanent decree required that at the end of every season the coins of the 1% would be distributed to the 99%, in keeping with the generally anti-capitalist notions of Blaseball that have been a hallmark of the game. From Seasons 4-9, these coins were dutifully redistributed, socialism ensured, and the rich were at least metaphorically eaten.

At the end of Season 10, neither redistribution nor cannibalism were enacted. In order to ensure that this happens in accordance with the provisions of the *Forbidden Book*, the New York Millennials brought suit against the Commissioner and the Boss.

### SUMMARY OF ARGUMENT

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<sup>9</sup> [https://blaseball.fandom.com/wiki/Sun\\_2](https://blaseball.fandom.com/wiki/Sun_2).

<sup>11</sup> *Forbidden Book*, *supra* at 6, 3(a)-(d).

<sup>12</sup> At least to Chicago. But that's Chicago splorts, baby.

<sup>13</sup> RIV, Moon. [https://blaseball.fandom.com/wiki/Sun\\_2](https://blaseball.fandom.com/wiki/Sun_2).

Contracts and promises underly much of civil society, and ensure that society does not break down in to violence and bloody retribution. Especially in a society which includes black holes, gunblades, airplane bats, and Tillman Henderson, it is vitally important that contracts be adhered to and rules be followed.

By refusing to do so, Defendants Parker MacMillan III and the Boss threaten the very underpinnings of Blaseball and society itself. Their doing so is a breach of the agreed upon rules and the implicit contract therein, and they should be required under the legal theories of promissory estoppel and specific performance to distribute the coins.

In addition, it is not improper for the Plaintiffs to include the Boss in the suit, as they claim to be the putative owner and deity of Blaseball and are therefore liable under the theory of *respondeat superior* to answer for the actions of their employee Defendant Parker MacMillan III<sup>14</sup>. Furthermore, there is caselaw allowing for the inclusion of deities in lawsuits, so long as certain criteria are met; and this Court has an opportunity to define, as an issue of first impression, whether those circumstances can be met in more than theory.

## ARGUMENT

### 1. THE FORBIDDEN BOOK AND RULES OF BLASEBALL CONSTITUTE AN EXPLICIT OR IMPLIED-IN-FACT CONTRACT WHOSE PROVISIONS ARE ENFORCEABLE.

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<sup>14</sup> Who is, otherwise, doing a good job.

“The term implied or inferred contract, also sometimes called an implied in fact contract, refers to that class of obligations which arises from mutual agreement and intent to promise, when the agreement and promise have simply not been expressed in words. Despite the fact that no words of promise or agreement have been used, such transactions are nevertheless true contracts, and may properly be called inferred contracts or contracts implied in fact.”<sup>15</sup>

The most fundamentally basic form of a contract is that which is learned in law school: An offer, acceptance of that offer, and consideration<sup>16</sup>. There must be mutual benefit to both parties, which distinguishes between a contract and a donative promise<sup>17</sup>. Assuming that all of these criteria are met, there is a contract; it doesn’t matter if the contract is reduced to writing, although it helps for proving it.

Internet League Baseball presents a set of rules by which non-participants may become participants. By abiding by the rules, participants can bet coins on Baseball teams, purchase votes and squirrels, and otherwise benefit from the system laid out before them. In order to use the system, a non-participant

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<sup>15</sup> Richard A. Lord, *Williston on Contracts*, Thomson Reuters (1990 edition).

<sup>16</sup> See, e.g., *Elements of a Contract*, Judicial Education Center (<http://jec.unm.edu/education/online-training/contract-law-tutorial/contract-fundamentals-part-2>).

<sup>17</sup> See, e.g., Melvon Aron Eisenberg, *Donative Promises*, 47 U. of Chicago L. Rev. 1, 1-33 (Fall, 1979).



must register and implicitly agree to the terms of Blaseball; there is no way, indeed, for them to participate and not accept those rules. While a user does not have to agree to the rules of the Forbidden Book when they make their profile, they do any time they attempt to use the website in order to interact with Blaseball. Betting, voting, and the gameplay is all conducted under the rules of the Forbidden Book.

The rules, therefore, likely create a clickwrap contract under cases such as *Feldman v. Google*<sup>18</sup>, *Specht v. Netscape*<sup>19</sup>, and *Bragg v. Linden Research, Inc.*<sup>20</sup>. A clickwrap contract is a form of a contract of adhesion where a user is presented with terms, they must accept to use the service; generally speaking courts will uphold clickwrap contracts so long as the terms aren't abusive, and they are presented in a way that a user can reasonably access.

Importantly is that a clickwrap contract, like all contracts, binds both parties. A contract cannot put obligations only on one party, or it is not a contract; Blaseball is as bound by the participants who use the website. It can no more arbitrarily ignore the rules it presents than a participant could add runs to the score board. And it is no more immune from suit than a participant would be for attempting to undermine an umpire<sup>21</sup>.

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<sup>18</sup> *Feldman v. Google*, 513 F.Supp.2d 229 (E.D.Pa 2007).

<sup>19</sup> *Specht v. Netscape Comms. Corp and America Online, Inc.*, 306 F.3d 17 (2d Cir. 2002).

<sup>20</sup> *Bragg v. Linden Research, Inc.*, 487 F. Supp. 2d 593 (E.D. Penn. 2007)

<sup>21</sup> Which, admittedly, would more likely result in incineration.

The failure of the league, the Commissioner, and the Divine ownership to enforce the rules as written—including the *Eat the Rich* decree as voted on in Season 3—constitutes a breach of contract with the participants.

Blaseball participants do not invest real life currency in their pursuit of excellence, but that is not the only thing that they invest. They invest their time and their emotional wellbeing in their teams and their coin balance, cheering both on to greater heights throughout the season. The time and emotional wellbeing that they invest benefit Blaseball by raising its profile and allowing it to secure greater sponsorship and divine oversight<sup>22</sup>.

Because Blaseball players rely on the promises within the Forbidden Book and the other representations made by the Commissioner and Divine ownership, both through their communications with fans and with the clickwrap contract of the Blaseball website, the doctrine of promissory estoppel applies. As there are not terms for breach included in the Forbidden Book<sup>23</sup>, and there are no other options to restore the participants to the state they would have been in before the Defendants breached, the Defendants should be estopped from claiming they are not required to make the promised payments.

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<sup>22</sup> As well as possibly powering those divinities through belief, depending on which theological and eschatological models one subscribes to.

<sup>23</sup> To the extent to which it has been revealed to us, at least.

## 2. IT IS NOT INAPPROPRIATE TO INCLUDE A PURPORTED DEITY IN THE LAWSUIT, AND THE BOSS SHOULD BE REQUIRED TO PARTICIPATE.

Suits against deities are not common, but have been filed multiple times before. The most famous of these suits are almost certainly *Mayo v. Satan & His Staff*<sup>24</sup> and *Chambers v. God*<sup>25</sup>. While both cases were ultimately dismissed and both Satan and God remained (presumably) untroubled by their brushes with the legal system. But the reasoning behind the dismissals is relevant to the proceedings at hand.

In both cases the dismissal was not primarily due to the fact that deities cannot be sued, but rather on procedural defects which are not present in the instant case. Instead this case offers an opportunity to proceed with suit against a deity because those procedural defects do not necessarily apply.

The dismissal in *Mayo* was primarily on grounds that the selected court lacked evidence of personal jurisdiction on the defendant. “We question whether plaintiff may obtain personal jurisdiction over the defendant in this judicial district. The complaint contains no allegation of residence in this district. While the official reports disclose no case where this defendant has appeared as defendant there is an unofficial account of a trial in New Hampshire where this defendant filed an action of mortgage foreclosure

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<sup>24</sup> *United States ex rel Mayo v. Satan & His Staff*, 54 F.R.D. 282 (W.D. Pa. 1971).

<sup>25</sup> *State Senator Ernie Chambers v. God*, 07-1075 (District Court of Douglas County, NE, 2007).

as plaintiff.”<sup>26</sup> Additional issues raised by the Court in *Mayo* include a potential sovereign immunity claim, and a lack of ability to serve the Defendant<sup>27</sup>.

*Chambers v. God* turns on a similar issue. That suit, filed by a Nebraska state Senator against said deity, was also dismissed for lack of ability to serve<sup>28</sup>. While the Defendant attempted to argue that because of the well-known omnipotence and omnipresence traditionally ascribed to the Christian deity meant that the mere existence of the lawsuit was suitable notice, the court rejected this argument<sup>29</sup>.

The instant case presents an opportunity to let a suit against a purported deity proceed without these procedural defects, and create a lasting precedent for how lawsuits should proceed against the divine. There is no issue of personal jurisdiction for a deity who simultaneously appeared before all Blaseball players in all Blaseball jurisdictions. “...due process requires only that, in order to subject a defendant to a judgment in personam, if he be not present within the territory of the forum, he have certain minimum contacts with it such that the maintenance of the suit does not offend ‘traditional notions of fair play and substantial justice.’”<sup>30</sup>

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<sup>26</sup> *Mayo, supra* at 24.

<sup>27</sup> *Id.*

<sup>28</sup> Joanne Young, *Appeals Court Dismisses Chambers’ Suit Against God*, Lincoln Journal Star (Feb. 28, 2009).

<sup>29</sup> *Id.*

<sup>30</sup> *International Shoe v. State of Washington*, 326 U.S. 310 (1945) (citing *Milliken v. Meyer*, 311 U.S. 457).

A deity appearing in every stadia and to every participant of Blaseball can certainly not be said to have insufficient contacts with the Immaterial Plane (where all Blaseball takes place) to not be served in a court of that jurisdiction.

Additionally, unlike those previously mentioned divine presences, the Plaintiffs in this lawsuit have reasonable means of providing service upon the Boss sufficient to defeat the objections of *Chambers*. As putative owner and controlling deity of Blaseball, the Boss appointed Defendant Parker MacMillan III as their CEO in addition to his duties as commissioner; that makes him, under the traditional understanding, a corporate officer capable of receiving service for the corporation<sup>31</sup>.

There are also numerous Blaseball players who have the capability of speaking to either the Boss or their direct minions, and could very easily act as process servers on behalf of this Court. PolkaDot Patterson has a direct connection to the Monitor<sup>32</sup>, who apparently answers directly to the Boss. It may be possible to utilize players such as Jaylen Hotdog-fingers who have a connection to the Microphone to contact the Boss as well.

Regardless of the method, service is available which does not offend traditional notions of justice. This Court should, therefore, allow for the inclusion of the Boss in the suit and allow it to proceed.

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<sup>31</sup> See, e.g., Worth A. Fauver Jr., *Civil Procedure – Service of Process Upon a Corporation*, 13 Case Western Reserve Law Review 3 (1962).

<sup>32</sup> [https://blaseball.fandom.com/wiki/PolkaDot\\_Patterson](https://blaseball.fandom.com/wiki/PolkaDot_Patterson).

**CONCLUSION**

For the foregoing reasons, the suit should be allowed to proceed to the trial phase and a jury's determination as to the matters asserted by Plaintiffs.

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