

No. 99%

**IN THE SUPERIOR COURT OF THE INTERNET, IN THE
ABSOLUTE STATE OF THIS, THE IMMATERIAL PLANE**

The New York Millennials, on behalf of themselves and the 99% of Blaseball players & fans
similarly situated,

Petitioner,

v.

Parker MacMillan III, in his official capacity as Chief Executive Officer Commissioner Prime
Minister, Internet League Blaseball, and **The Coin, Probably, a/k/a the Boss**,

Defendants

CLASS ACTION ALLEGATION COMPLAINT

1. Wire Fraud

Demand for Jury Trial

BRIEF OF *AMICI CURIAE*

CHARLESTON SHOE THIEVES, IN SUPPORT OF PETITIONER

HOLDEN MILK

Counsel of Record; Chief Marine Biologist

CHARLESTON SHOE THIEVES

Choux Stadium

444 Charleston Ave. NW

Every Charleston, Everywhere

holden.milk@holdenmilk.legal

QUESTIONS PRESENTED

1. Whether the legal standard for promissory estoppel as established by *Kolkman v. Roth*, 656 N.W.2d 148, 153 (Iowa, Material Plane, 2003) can be applied to the Immaterial Plane and its Blaseball-obsessed denizens, and if the Defendant's failure to adhere to promises made in writing in The Book constitutes fraud.
2. Whether the continued possession of the coins designated for distribution to the 99% by the 1% constitutes embezzlement on the part of the 1%, and thus, the Court must find that Parker is an accomplice to the crime of embezzlement.
3. Whether Parker's refusal to enact Eat the Rich constitutes a violation of the Collective Blargaining Agreement between the Shoe Thieves and ILB, signed by both parties prior to the start of the 11th ILB Season, and thus constitutes an unfair labor practice punishable by the International Blaseball Labor Board (IBLB).

TABLE OF CONTENTS

	Page
QUESTIONS PRESENTED.....	i
TABLE OF CONTENTS.....	ii
TABLE OF AUTHORITIES.....	iii
IDENTITY AND INTEREST OF	
AMICUS CURIAE.....	1
SUMMARY OF ARGUMENT.....	2
I. DEFENDANT’S FAILURE TO ENACT EAT THE	
RICH HAS CAUSED LASTING HARM TO THE	
PLAINTIFF.....	2
A. The Plaintiff posits that the Loss of Revenue	
incurred from failure to enact Eat The Rich is a	
significant impact to their ability to partake in	
the cultural event of Blaseball.....	2
B. The Plaintiff further points to the Loss of	
Housing due to rent payments in New York	
being, as one may say colloquially “too damn	
High”	2
II. DEFENDANT’S FAILURE TO ENACT EAT THE	
RICH HAS CAUSED DIRECT HARM TO THE	
BLASEBALL COMMUNITY.....	3
A. Defendant’s failure to enact Eat The Rich has greatly	
impacted the emotional and physical health of the	
entire Blaseball Community	3
B. Defendant’s failure to enact Eat the Rich has	
deprived the 1% of their right to be eaten.....	3
C. Defendant’s failure to enact Eat the Rich, whether	
intentionally or in negligence, caused irreparable	
emotional harm to The Rich	4
D. Failure to enact Eat the Rich has resulted in	
undue financial burden for the Rich.....	4

III. DEFENDANT’S FAILURE TO ENACT EAT THE RICH IS IN DIRECT OPPOSITION TO THE LAW..... 5

A. The continued possession of the coins designated for distribution to the 99% by the 1% is embezzlement..... 5



B. Defendant’s failure to enact Eat the Rich is in direct violation of the Collective Blargaining Agreement..... 6

JURY DEMAND..... 7

CONCLUSION 8

TABLE OF AUTHORITIES

Cases

Machine v Kravitz Los Angeli Supremer Courts, #e^4xr, XXXX.....	4
Morgan v Hellmouth Sunbeams Hellmouth Outback Court, #1, 2020.....	7
Prodist Helparkles v. International Imperth Society, LLC., Inc. Charleston Superior Court, #2039384, 2010.....	5
Teddward v. Harbinger of Bees 666 Hel. Mo. 666 (6th Cir. 1966).....	3
Shoe v. Shoe 5403 S.H. 03 (5th Cir. 2010).....	3
 unpublished opinion, 	4

Statutes and Rules

The Forbidden Book, §6h	7
-------------------------------	---

IDENTITY OF INTEREST
OF AMICUS CURIAE

Pursuant to precedent set in the Supreme Court of the Internet Rule 36, Charleston Shoe Thieves (hereinafter referred to as CHST) disrespectfully submits this brief of amicus curiae in support of Petitioner The New York Millennials.

CHST are a scrappy but surprisingly proficient member of the Mild Low division of Internet League Blaseball (ILB). CHST have a large fan base across the Immaterial Plane, many of whom are class members of the 99% represented by the Plaintiff. Specifically, CHST and its fans are known to be at odds with the 1%, as has been extensively documented in *Australian Government v. Charleston Shoe Thieves*, *Shoes v. Charleston Shoe Thieves*, *Tillman Henderson v. Harmony Henderson*, and *Richardson Games v. Chorby Short, et al.* As such, CHST submits to the Court that its viewpoint is valuable and will assist the Court in reaching a decision is this sure to be a landmark case.

SUMMARY OF ARGUMENT**I. DEFENDANT’S FAILURE TO ENACT EAT THE RICH HAS CAUSED LASTING HARM TO THE PLAINTIFF.**

- A. The Plaintiff posits that the Loss of Revenue incurred from failure to enact Eat The Rich is a significant impact to their ability to partake in the cultural event of Blaseball. We concur and specify as follows: As part of a major initiative to renovate the new Thieves’ Guild (formerly known as the Club House), CHST had purchased several hundred new shoe racks, expecting the purchase to be fully paid for upon the Rich being Eaten. Because the Rich were not in fact Eaten, CHST is now in debt and may even be forced to sell some of its strictly legitimately acquired footwear.
- B. The Plaintiff further points to the Loss of Housing due to rent payments in New York being, as one may say colloquially “too damn high”. CHST refrains from making additional statements at this time until investigations have completed into whether there is a Charleston in the State of New York, as well as what exactly “rent” is supposed to be.

II. DEFENDANT'S FAILURE TO ENACT EAT THE RICH HAS CAUSED DIRECT HARM TO THE BLASEBALL COMMUNITY.

- A. Defendant's failure to enact Eat The Rich has greatly impacted the emotional and physical health of the entire Blaseball community.

Defendant's negligence has led to a massive shortage in new shoes. This shoe shortage has left feet unprotected, and has deprived the community from the joy that is shoes. By failing to redistribute the funds as promised, Defendant breached a duty of care to Plaintiff, causing physical and emotional distress. See, *Teddward v. Harbinger of Bees*, 666 Hel. Mo. 666 (6th Cir. 1966); *Shoe v. Shoe*, 5403 S.H. 03 (5th Cir. 2010).

- B. Defendant's failure to enact Eat the Rich has deprived the 1% of their right to Be Eaten. It is to be noted that by not enacting the Eat The Rich agreement, not only the Plaintiff, The 99%, was hurt, the aforementioned 1% also suffered damages and burdens by not being eaten, as they would have liked to have been. [See also *Teddward*, 666 Hel. Mo. at 666; *Shoe*, 5403 S.H. at 03]. A testimony from a witness that didn't choose to be anonymous but is anonymous nonetheless, is as follows:

At the end of s10 I was in the 1% due to inattention and forgetfulness causing me to miss the deadline to spend coins. I expected this lapse to be punished through E.T.R.[Eat The Rich], but there were no consequences, reinforcing my mistake and increasing the chance I will repeat it in the future.

CHST agrees with [REDACTED] that such behavior deserves to be punished in accordance with the law and the Book. We have also taken the liberty to relieve them of their shoes in an effort to start this process manually.

C. Defendant's failure to enact Eat the Rich, whether intentionally or in negligence, caused irreparable emotional harm to The Rich. The above testimony indicates, clearly and concisely, that, by not having The Rich be eaten, they were harmed and wronged. Not punishing them may very well have completely and irrevocably harmed they mental capacities, as it deeply and permanently ingrained in them actions that, to them, were negative and undesirable, and was an Incentive to Negligence, a state crime as ruled by *Machine v Kravitz* (Los Angeli Supremer Courts #e^4xr, XXXX).

D. Failure to enact Eat the Rich has resulted in undue financial burden for the Rich. The Rich have also claimed that the lack of losing all their money created a financial burden, the reason being that they could not write off the amount of said money from their taxes, which directly hurt them a) Financially, for having to pay taxes, and b) Emotionally, as they could not enact their desire to get away with technically legal but unethical Tax Evasion, a cornerstone activity essential for the lifestyle and enjoyment of The Rich. See, [REDACTED], (unpublished opinion, [REDACTED] [REDACTED], copy [REDACTED] attached).

III. DEFENDANT'S FAILURE TO ENACT EAT THE RICH IS IN DIRECT OPPOSITION TO THE LAW.

A. The continued possession of the coins designated for distribution to the 99% by the 1% is embezzlement as defined by *Prodist Helparkles v. International Imperth Society, LLC., Inc.* (Charleston Superior Court #2039384, 2010). According to the Superior Court in this case, 'embezzlement' includes the possession of any item that could at any time belong to any other being, and/or any item that any being might reasonably believe to belong to them today, yesterday, or on any of tomorrow's tomorrows. *See id.* The coins in question are still possessed by the 1% and may be used for betting, purchasing Pendants, or purchasing Votes. These same coins are embezzle-able items as described by the Court in *Prodist*, because they are coins that could have--in fact, should have--belonged to the 99%. Additionally, the 99% could have reasonably believed the coins belonged to them after such time as the Rich were supposed to have been Eaten. Therefore, the 1% have embezzled and continue to embezzle the coins of the 99%, including many Thieves. This continuing wrong must be rectified on behalf of not only the injured Thieves but also the Millenials and any and all other affected individuals. Furthermore, as CEO and Commissioner of ILB, Parker is guilty of assisting, through act or omission,

the 1% in this crime. Parker therefore must be considered an accomplice to the crime of embezzlement, and duly punished.

B. Defendant's failure to enact Eat the Rich is in direct violation of the Collective Blargaining Agreement. The Court is likely aware that the Thieves do not believe in the Law, per se. However, at great mental and economic cost to the Thieves, the team reluctantly agreed to a Collective Blargaining Agreement with ILB in order to cement the teams' rights and the League's obligations to the team as laborers. §44 of the Collective Blargaining Agreement reads, in pertinent part:

...the League will, at all times, guarantee that the Thieves team as an entity maintains an account balance of Coins as to reasonably compensate the Thieves for all shoes in the league that are not in the possession of the Thieves by the last day of the Regular Season. These funds must only be paid by ILB personally if the amount required exceeds the amount distributed as a result of the Eat the Rich decree.

As such, the failure of ILB to institute the Eat the Rich decree results in the League's balance to the Thieves running, as of the end of the 10th ILB Season, \$237, 234, 539, 485, 434, 222.03 and at least one Shoe, Kicker, Sandal or any other Feet Adornment (with the categorical exception of socks) for each CHST member to account for the full amount of shoes not in the Thieves' possession at the end of the Regular Season.

C. The Defendants failure to enact Eat the Rich is in direct violation of The Forbidden Book, §6h:

Eat The Rich: Every season, immediately before the Election, the Wealthiest 1% of Fans will have their Coins removed and distributed evenly to the other 99% of Fans.

[emphasis added].

There is really no excuse.

JURY DEMAND

The CHST, in collaboration with the New York Millennials, demands a trial by jury of all issues so triable, as established by the *Bonecourse Trial* precedent of *Morgan v H. Sunbeams* (Hellmouth Outback Court, #1 2020)

Additionally, we demand guaranteed and unconditional protection against Retaliatory Incineration by any Umpire, Pope or incineration capable affiliate, for the duration of the trial and all subsequent related activities, or until ascension, should that situation come to pass. A violation of such demand will be met with proper legal action by part of a non-incinerated Shoe Thieves legal representative.

CONCLUSION

For the reasons stated above, CHST agrees with Plaintiff that The Rich Must be Eaten and the 99% must be compensated in both coins and peanuts in accordance with the Complaint.

In conclusion, give us your ~~shoes~~ money.

DATED: Every Shoesday.

Respectfully submitted,

HOLDEN MILK
Counsel of Record; Chief Marine
Biologist
CHARLESTON SHOE THIEVES
Choux Stadium
444 Charleston Ave. NW
Every Charleston, Everywhere
holden.milk@holdenmilk.legal
Being held by:
Eleni;
Bee;
DazZani;
Manderley;
Larina;
J.F. Boozlenoodle;
M. R.;
& Upogsi