Lex Titanum
Certificate of Formation

Article I - Name:

The name of the Limited Liability Company is **Lex Titanum LLC** ("The Company"), and shall operate under the trading name Lex Titanum

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Article II - Definitions:

1. "Managing Partner" - Shall refer to the Individual tasked with the overall management of the LLC
2. "Partner" - Shall refer to individuals with a high legal standing within the LLC who take on limited management responsibilities
3. "Member" - Shall refer to an individual with voting power within the LLC

Article III - Incorporators

1. At the time of incorporation, the sole Incorporator of **Lex Titanum** will be Dodrio3
2. At the time of incorporation, the initial individual designated to receive legal communications is Dodrio3.

Article IV - Formation:

1. **Lex Titanum** is established in the Commonwealth of Redmont
2. **Lex Titanum** is established to practice law independently or in association with other businesses. The purpose of the LLC is to engage in any lawful act or activity for which the LLC may be organised under the Laws of Redmont, and by such statement, all lawful acts and activities shall be within the purposes of the LLC, except for express limitations, if any.
3. **Lex Titanum** shall do all business under the business in-game name "LexTitanum"
4. **Lex Titanum** startup shall be funded through the business balance of the sole proprietorship Lex Titanum, which will be dissolved upon the formation of this certificate.
5. Members should require no additional capital contributions except by a 66% majority vote at any time.
    a. If a capital contribution is required, it shall be split across all members evenly
    b. Failing to provide a capital contribution will result in legal action taken against the member and removal of their membership

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Article V - Membership

1. Managing Partner
    a. The Managing Partner shall be Dodrio3
    b. The Managing Partner shall hold all voting power that is not currently held by any other member
2. Partner
    a. Each partners shall be granted 15% voting power
    b. There may be no more than 3 partners at any time
    c. Partners shall be appointed by the Managing Partner
    d. A Partner must have been working at the firm for 3 Months before appointment
    e. A Partner must hold the highest law qualification in the Commonwealth of Redmont
    f. A Partner must not be Disbarred

3. The following will apply to partners
    a. If a partner fails to maintain 6 hours of playtime in the last 30 days and is unable to be contacted within 72 hours, their partnership shall be revoked
    b. If a partner is Disbarred, their position shall be immediately revoked
    c. If a Partner does not hold the highest law qualification, they have one (1) week to hold it again, or they will be removed
4. The following will be applied to the Managing Partner
    a. If the Managing Partner fails to maintain 6 hours of playtime in the last 30 days and is unable to be contacted within 72 hours, then dissolution proceedings shall take place
    b. The Managing Partner may not be removed from the firm by a vote, and the position may only be vacated by resignation
    c. If the Managing Partner resigns,
        i. They may appoint a successor Managing Partner from among the Partners.
        ii. If no successor is appointed within 72 hours, the remaining Members may appoint a successor through majority vote.
        iii. If no successor is appointed within seven (7) days, dissolution proceedings shall begin.

5. Trading
    a. No membership stake shall be able to be sold or bought at any time
    b. The only way to hold a membership stake is through appointment

6. Dissemination of members
    a. Information
        i. All Members will receive financial updates monthly through a Discord channel
        ii. Members may request an update to the company's status at any time, so long as 7 days have passed since the last update.
    b. Voting
        i. Members shall be informed of a vote in the company's Discord server 24 hours before it begins, with all information about the vote provided.
        ii. Members shall have 48 hours to vote in the Discord server of the company after the initial notice has been given
    c. Expections
        i. By not being in the company's Discord server and not requesting the correct roles, a member forfeits their right to receive updates and vote on company matters. They may regain this right upon joining the Discord and requesting roles

7. Roles of the members
    a. Members shall have the following responsibilities

        i. Taking on Legal Cases at the discretion of the Managing Partner
        ii. Supervising Legal Cases at the discretion of the Managing Partner
        iii. Voting on accepting new employees to the firm
        iv. Reviewing company policy and voting on updates
    b. Members shall not be liable for the debts of the company.

8. Issuing of New Memberships
    a. New Memberships may only be created upon a 66% vote of all members of the company
    b. Any newly created membership interest must be reflected through an amendment to this Certificate of Formation.

9. Withdrawal of memberships
    a. Any member may withdraw their membership at any time, so long as
        i. They have no active cases assigned by the LLC
        ii. They are not under internal investigation
    b. If a member withdraws their membership, they will not be owed anything by the company
    c. Gives up their right to any voting, dividends or any form of payment from the LLC

Article VI - Dissolution and Amendments

1. Dissolution
    a. Should a vote of a 66% majority pass through the members, then the company can be dissolved
    b. Dissolution Procedure
        i. Once a successful vote passes, all company assets should be auctioned off, and a total cash value shall be made for the company
        ii. When the company goes into dissolution, no membership may be appointed or revoked
        iii. Once the full total cash value of the company is determined, it shall be distributed based on the voting power of the membership.
2. Amendments
    a. This Certificate of Formation shall be able to be modified so long as it receives a 66% vote of all members
    b. Any member of the company may put forward requested changes to the Certificate of Formation
    c. If an amendment to the certificate affects a specific membership, then that membership must pass a majority vote.

Article VII - Profit and Loss

1. Members shall not be personally liable for company losses beyond their ownership interests.
2. Profits of the LLC may be distributed to Members through compensation for legal work performed, or dividends approved by majority vote.
3. Members may take a cut of the proceedings earned when doing work for the LLC
4. The members shall decide on dividends and the total amount.
    a. Any Member may propose a vote to issue dividends
    b. A majority vote is required to issue dividends

Article VIII - Dispute Resolution

1. Any dispute between Members relating to the operation, governance, or interpretation of this LLC shall first be addressed internally through a formal vote or mediation conducted by the Members.
2. If the dispute cannot be resolved internally within seven (7) days, the matter may be referred to the appropriate courts of the Commonwealth of Redmont.
3. Members agree to act in good faith in all dispute resolution proceedings.

Article IX - Bylaws and Internal Policies

1. The LLC may adopt internal bylaws, policies, procedures, or operational rules consistent with this Certificate of Formation and the laws of the Commonwealth of Redmont.
2. All bylaws should be displayed publicly in the company's Discord server