

COMMONWORK COOPERATIVE

COOPERATIVE

BYLAWS

Colorado Article 56 Cooperative Corporation

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ADOPTION

PREAMBLE

These Bylaws govern the internal operations of CommonWork Cooperative, a Colorado Article 56 Cooperative Corporation. They are subordinate to the Articles of Incorporation and to applicable Colorado law, but superior to all policies, resolutions, and operational decisions of the Council of Stewards and Worker Assembly.

CommonWork Cooperative exists to demonstrate that the greatest company ever built is not the one with the most profit. It is the one that lasts, that improves, and that leaves the world measurably better than it found it. These Bylaws exist to make it impossible for any individual, faction, economic pressure, or passage of time to cause CommonWork to become something its founding members did not intend.

It would hardly be the greatest cooperative ever built if it failed when its founder left. These Bylaws exist to make that impossible.

The Anti-Degeneration Principle:

Every provision of these Bylaws that protects democratic governance, worker ownership, asset lock, or the cooperative's foundational mission is designated as an Anti-Degeneration Provision. Anti-Degeneration Provisions may only be amended by a 75% supermajority of the Worker Assembly following a 90-day deliberation period. No other provision of these Bylaws may reduce the protections afforded by Anti-Degeneration Provisions.

ARTICLE I. NAME, PURPOSE & PRINCIPAL OFFICE

Section 1.1. Name

The name of this cooperative corporation is CommonWork Cooperative (the "Cooperative").

Section 1.2. Principal Office

The principal office of the Cooperative is located at 542 Country Ridge Cir., Bel Air, Maryland 21015. The Council of Stewards may change the principal office address by resolution. If the Cooperative establishes a dedicated office address, the Bylaws shall be updated at the next Worker Assembly to reflect the new address.

Section 1.3. Registered Agent

The Cooperative shall maintain a registered agent in the State of Colorado as required by the Colorado Business Corporation Act and Article 56. The registered agent's name and address are on file with the Colorado Secretary of State (Entity ID: 20261300628) and may be changed by Council of Stewards resolution with prompt filing with the Colorado Secretary of State.

Section 1.4. Purpose

The Cooperative is organized for the following purposes:

- (a) To operate a worker-owned cooperative technology platform providing gig economy services, cooperative financial infrastructure, fact-checking tools, cooperative food delivery, community connection services, circular economy infrastructure, cooperative housing and mobility services, and cooperative education — collectively referred to as the Eight Pillars of the CommonWork Ecosystem.
- (b) To distribute the economic benefits of cooperative enterprise equitably among worker-members through patronage dividends, democratic governance, and shared ownership.
- (c) To build permanent, self-improving cooperative systems that remain true to their founding values at any scale, with or without their founding members.
- (d) To serve as a model for the global cooperative movement by demonstrating that worker-owned enterprises can outcompete extractive corporate platforms on economic terms while delivering superior outcomes for workers, communities, and society.
- (e) To engage in any lawful activity for which cooperative corporations may be organized under Colorado Article 56.

Section 1.5. Cooperative Values

The Cooperative is committed to the following values, which shall inform the interpretation of all provisions of these Bylaws:

- (a) Democratic member control — one member, one vote, always.

- (b) Member economic participation — workers are owners, not employees.
- (c) Autonomy and independence — the Cooperative shall never accept investment terms that compromise democratic governance.
- (d) Education, training, and information — every member shall have the opportunity and obligation to understand what they own.
- (e) Concern for community — the Cooperative's success shall be measured not only in financial terms but in its contribution to the economic and social wellbeing of its members and the communities they serve.

ARTICLE II. MEMBERSHIP

Section 2.1. Classes of Membership

The Cooperative shall have one class of member: Worker-Members. All Worker-Members have equal voting rights, equal rights to patronage distributions, and equal standing in cooperative governance. There shall be no preferred membership class, no investor membership class, and no membership class with disproportionate governance rights.

Section 2.2. Eligibility

Any individual who meets all of the following criteria is eligible to apply for Worker-Member status:

- (a) Is at least 18 years of age.
- (b) Has contributed or commits to contribute labor to the Cooperative through at least one of the Eight Pillars of the CommonWork Ecosystem.
- (c) Has completed or commits to complete CommonWork Open University Level 1 — Cooperative Foundations within 90 days of membership approval.
- (d) Agrees to be bound by these Bylaws, the Articles of Incorporation, and all policies adopted by the Worker Assembly.
- (e) Has paid the membership fee as established under Section 2.4.

Section 2.3. Application and Approval

Membership applications shall be submitted in the form and manner prescribed by the Council of Stewards. The Council of Stewards shall approve or deny applications within 30 days of receipt. Denial of membership shall be communicated in writing with the reason for denial. Denied applicants may appeal to the Worker Assembly at the next regularly scheduled meeting.

Section 2.4. Membership Fee

The Council of Stewards shall establish the membership fee by resolution. The membership fee shall not exceed \$50.00 without approval of the Worker Assembly by simple majority vote. The initial membership fee is set at \$10.00. The membership fee is non-refundable except in cases of wrongful denial.

Founding Member Note:

Individuals who sign up through commonwork.coop prior to the Cooperative's first Worker Assembly are designated Founding Members. Founding Members pay the \$10.00 membership fee upon the opening of the Cooperative's first bank account. Founding Member status carries no governance privileges beyond those of any Worker-Member, but shall be permanently noted in the membership register.

Section 2.5. Member Capital Accounts

Each Worker-Member shall have an internal capital account on the books of the Cooperative. Capital accounts shall be credited with:

- (a) The member's initial membership fee.
- (b) Allocated patronage dividends retained by the Cooperative.
- (c) Any additional capital contributions approved by the Council of Stewards.

Capital accounts represent the member's equity interest in the Cooperative. Equity interests are non-transferable except as provided in Section 2.9. Members may not sell, pledge, or assign their equity interest to any third party.

Section 2.6. CommonCoin Allocation

Upon verification as a Worker-Member, each member shall receive an allocation of 1,000,000 CommonCoin (CWC) tokens in accordance with the CommonCoin governance framework adopted by the Worker Assembly. CommonCoin allocations are subject to the terms and conditions of the CommonCoin governance framework, which shall be consistent with these Bylaws and the Articles of Incorporation. No public trading, exchange listing, or external use of CommonCoin shall occur without:

- (a) A Worker Assembly vote by simple majority approving such activity.
- (b) A written legal opinion from a cooperative-specialized attorney with cryptocurrency expertise confirming compliance with applicable securities law in every target jurisdiction.

Section 2.7. Voting Rights

Each Worker-Member in good standing shall have one vote on all matters submitted to the Worker Assembly. Voting rights are non-transferable and non-delegable except as provided for proxy voting under Section 4.6. No member may hold more than one vote on any matter regardless of their capital account balance, CommonCoin holdings, or governance role.

Worker-Members must have completed CommonWork Open University Level 1 — Cooperative Foundations to exercise voting rights in the Worker Assembly. Members who have not completed Level 1 within 90 days of membership approval shall have their voting rights suspended until completion. Suspended voting rights do not affect other membership rights.

Section 2.8. Member Responsibilities

Each Worker-Member accepts the following responsibilities as a condition of membership:

- (a) Complete CommonWork Open University Level 1 within 90 days of membership approval.
- (b) Participate in Worker Assembly meetings to the extent reasonably possible.

- (c) Uphold and defend the cooperative values enumerated in Section 1.5.
- (d) Report suspected violations of these Bylaws or the cooperative's foundational principles to the Ethics and Accountability Tribunal.
- (e) Act in good faith toward fellow members and the cooperative community.

Section 2.9. Termination of Membership

Membership may be terminated in the following circumstances:

- (a) Voluntary resignation — a member may resign at any time by written notice to the Council of Stewards. Resigned members are entitled to the return of their capital account balance less any amounts owed to the Cooperative, paid within 12 months of resignation.
- (b) Involuntary termination — the Council of Stewards may recommend termination of membership for cause, including but not limited to: material violation of these Bylaws, fraudulent activity, or conduct materially harmful to the Cooperative. Involuntary termination requires a two-thirds vote of the Worker Assembly following a hearing at which the affected member has the right to present their case.
- (c) Death — membership terminates upon the death of a member. Capital account balance shall be paid to the member's estate within 12 months.

No member shall be terminated for exercising governance rights, filing a complaint with the Ethics and Accountability Tribunal, or advocating for positions contrary to those of the Council of Stewards.

ARTICLE III. WORKER ASSEMBLY

The Worker Assembly is the supreme democratic authority of the Cooperative. It is composed of all Worker-Members in good standing. No provision of these Bylaws, no resolution of the Council of Stewards, and no action of any officer shall supersede the lawful decisions of the Worker Assembly.

Section 3.1. Powers

The Worker Assembly shall have exclusive authority over the following matters:

- (a) Election and removal of Council of Stewards members.
- (b) Election and removal of Ethics and Accountability Tribunal members.
- (c) Ratification or reversal of strategic decisions made by the Council of Stewards within the Strategic Speed timeframe established in Section 5.3.
- (d) Amendment of these Bylaws, subject to the supermajority requirements of Article IX.
- (e) Approval of merger, consolidation, or dissolution of the Cooperative.
- (f) Approval of any transaction that would transfer 20% or more of the Cooperative's assets.
- (g) Approval of any membership fee exceeding \$50.00.
- (h) Approval of any public trading or exchange listing of CommonCoin.

- (i) Approval of changes to the anti-degeneration provisions of these Bylaws, subject to the requirements of Article IX.
- (j) Removal of the Steward of Mission by 75% supermajority as provided in Article VIII.

Section 3.2. Regular Meetings

The Worker Assembly shall hold at least two regular meetings per calendar year. The Council of Stewards shall set the schedule of regular meetings and provide notice to all members no fewer than 14 days in advance. Regular meetings may be held in person, by video conference, or by a combination thereof.

Section 3.3. Special Meetings

Special meetings of the Worker Assembly may be called by:

- (a) The President of the Council of Stewards.
- (b) A majority vote of the Council of Stewards.
- (c) A petition signed by at least 10% of Worker-Members in good standing.

Notice of a special meeting shall be provided to all members no fewer than 7 days in advance and shall state the specific purpose of the meeting. Only business related to the stated purpose may be conducted at a special meeting.

Section 3.4. Quorum

A quorum for Worker Assembly meetings shall be the greater of: (a) 10% of Worker-Members in good standing, or (b) 10 Worker-Members. Once a quorum is established, the meeting may proceed even if members depart. No business may be conducted in the absence of a quorum.

As the Cooperative grows, the Council of Stewards shall review quorum requirements and may propose adjusted quorum thresholds to the Worker Assembly for approval, provided that quorum shall never be set below 5% of Worker-Members in good standing.

Section 3.5. Voting at Meetings

Each Worker-Member in good standing who has completed CommonWork Open University Level 1 shall have one vote. Voting may be conducted by:

- (a) Voice vote for non-contested matters.
- (b) Show of hands for matters requiring a clear count.
- (c) Secret ballot for elections and any matter where 10% of present members request it.
- (d) Electronic vote for meetings held by video conference.

Decisions require a simple majority of votes cast unless these Bylaws specify a higher threshold. Abstentions do not count as votes cast.

Section 3.6. Electronic and Asynchronous Voting

The Council of Stewards may establish procedures for electronic voting on matters between regular meetings. Electronic votes are valid when:

- (a) Notice is provided to all members no fewer than 7 days before the vote closes.

- (b) The voting period is no fewer than 72 hours.
- (c) All members have equal access to voting infrastructure.
- (d) Results are reported to all members within 24 hours of vote close.

Constitutional amendments and matters requiring supermajority votes may not be conducted by electronic vote alone and require at least one Worker Assembly meeting for deliberation.

Section 3.7. Proxy Voting

A Worker-Member who cannot attend a meeting may designate another Worker-Member in good standing as their proxy by written notice submitted to the Council of Stewards no fewer than 24 hours before the meeting. No member may hold more than two proxies at any single meeting.

Section 3.8. Federated Structure

As the Cooperative grows to serve members in multiple cities and regions, the Worker Assembly shall transition to a federated governance structure in which:

- (a) City Cooperatives shall be established as independent Article 56 cooperative corporations in each metropolitan area with 50 or more active members.
- (b) Regional Federations shall be established when three or more City Cooperatives exist within a geographic region.
- (c) The Global Stewardship Trust shall hold the CommonWork brand, protocol, and shared infrastructure, governed by delegates from Regional Federations.

The transition to federated structure shall be governed by a Federated Governance Framework adopted by the Worker Assembly before the Cooperative reaches 1,000 members.

ARTICLE IV. COUNCIL OF STEWARDS

The Council of Stewards is the operational governance body of the Cooperative. It is elected by and accountable to the Worker Assembly. The Council of Stewards manages the day-to-day and strategic operations of the Cooperative within the authority delegated by these Bylaws and the Worker Assembly.

Section 4.1. Composition

The Council of Stewards shall consist of 9 seats when fully constituted, expanding to a maximum of 15 seats by Worker Assembly resolution as membership grows. Seats shall be filled by Worker-Members elected by the Worker Assembly.

During the Founding Period (defined in Section 4.2), the Council of Stewards shall be constituted as a Founding Council as provided in Section 4.3.

Section 4.2. Founding Period

The Founding Period begins on the date of incorporation of the Cooperative (March 10, 2026) and ends upon the earlier of:

- (a) The seating of a full three-person Founding Council as described in Section 4.3, or
- (b) 90 days from the date of the Cooperative's first Worker Assembly meeting.

During the Founding Period, the governance provisions of Section 4.3 apply in lieu of the full Council of Stewards provisions.

Section 4.3. Founding Council

During the Founding Period, governance shall be conducted by a Founding Council structured as follows:

- (a) **Interim President.** Jason Repac shall serve as Interim President and sole Founding Council member until two additional founding members are seated. The Interim President has full authority to take actions necessary to establish the Cooperative's operations, open bank accounts, enter into service agreements, and recruit founding members.
- (b) **Seating of Founding Council.** The Interim President shall appoint two additional Worker-Members in good standing to the Founding Council within 90 days of the first Worker Assembly meeting. Appointed Founding Council members shall serve until the first election of a full Council of Stewards.
- (c) **Founding Council Decisions.** During the Founding Period, decisions of the Founding Council require unanimous agreement of all seated Founding Council members.
- (d) **First Worker Assembly.** The Interim President shall convene the first Worker Assembly no later than 12 months from the date of incorporation or upon the Cooperative reaching 50 Worker-Members, whichever comes first.
- (e) **Transition.** At the first Worker Assembly, the members shall elect a full Council of Stewards. The Founding Council's authority terminates upon the seating of the elected Council of Stewards.

Section 4.4. Terms and Elections

Council of Stewards members shall serve three-year staggered terms. To establish staggered terms at the first election:

- (a) Five seats shall be elected to one-year initial terms.
- (b) Five seats shall be elected to two-year initial terms.
- (c) Five seats shall be elected to three-year initial terms.

Thereafter all seats carry three-year terms. Members may serve a maximum of three consecutive three-year terms before taking a mandatory one-term break. There is no lifetime term limit.

Section 4.5. Powers and Duties

The Council of Stewards shall have authority to:

- (a) Manage the day-to-day operations of the Cooperative.
- (b) Make operational decisions as defined in Section 5.2 without Worker Assembly approval.
- (c) Make strategic decisions as defined in Section 5.3, subject to Worker Assembly ratification.
- (d) Appoint and remove officers of the Cooperative.

- (e) Establish committees and working groups.
- (f) Set the membership fee within the limits established in Section 2.4.
- (g) Enter into contracts and agreements on behalf of the Cooperative.
- (h) Establish and maintain the CommonWork Open University curriculum and governance.
- (i) Declare a Crisis Protocol as defined in Section 5.5.

Section 4.6. Council Meetings and Voting

The Council of Stewards shall meet at least monthly. A quorum for Council meetings shall be a simple majority of seated members. Operational decisions require a simple majority. Strategic decisions and Crisis Protocol declarations require a two-thirds majority of seated members.

Section 4.7. Removal of Council Members

Any Council of Stewards member may be removed by a two-thirds vote of the Worker Assembly at any regular or special meeting called for that purpose. The affected member shall have the right to address the Worker Assembly before the vote.

Section 4.8. Officers

The Council of Stewards shall elect from among its members the following officers:

- (a) President — presides over Council and Worker Assembly meetings, serves as primary representative of the Cooperative.
- (b) Vice President — assists President and assumes Presidential duties in their absence.
- (c) Secretary — maintains records, minutes, and member register.
- (d) Treasurer — oversees financial records, patronage calculations, and financial reporting to the Worker Assembly.

Officers serve one-year terms and may be re-elected without limit. Officers may be removed by a majority vote of the Council of Stewards.

Section 4.9. Non-Member Employee Limitation

No more than 15% of the total workforce of the Cooperative at any time shall be composed of non-member employees. This provision is an Anti-Degeneration Provision as defined in the Preamble. Any violation of this threshold shall trigger an automatic Worker Assembly review within 30 days.

"Non-member employees" includes all individuals performing work for compensation who are not Worker-Members in good standing. Independent contractors engaged for discrete, time-limited projects shall not count toward this threshold provided they are not performing functions equivalent to ongoing Worker-Member roles.

ARTICLE V. GOVERNANCE SPEED — THREE-TIER DECISION FRAMEWORK

CommonWork's governance operates at three speeds, calibrated to balance democratic accountability with operational effectiveness. This framework ensures that workers govern what matters without paralyzing the Cooperative's ability to compete in fast-moving markets.

Section 5.1. Guiding Principle

The right decision-making body for any matter is the body closest to the work, unless the decision has consequences that extend beyond that body's accountability. Operational decisions belong to the Council. Strategic decisions are made by the Council but reviewed by all. Constitutional decisions belong entirely to all members.

Section 5.2. Operational Speed — 24 to 72 Hours

The Council of Stewards may make the following categories of decision without Worker Assembly approval, by a simple majority vote of Council members:

- (a) Pricing adjustments within a range of plus or minus 25% of Worker Assembly-approved pricing.
- (b) Market responses to competitive actions by third parties.
- (c) Partnerships and service agreements valued at less than \$50,000 annually.
- (d) Hiring of non-member service providers within budget.
- (e) Operational policy adjustments that do not affect member rights or compensation.
- (f) Emergency expenditures necessary to maintain platform operations.

All operational decisions shall be reported to the full membership within 7 days.

Section 5.3. Strategic Speed — 2 to 4 Weeks

The Council of Stewards may make the following categories of decision, which become effective immediately but are subject to Worker Assembly ratification within 30 days:

- (a) Major strategic pivots affecting one or more Pillars of the Ecosystem.
- (b) Partnerships and agreements valued at \$50,000 or more annually.
- (c) Launch or suspension of any Ecosystem Pillar.
- (d) Changes to the patronage distribution formula.
- (e) Capital expenditures exceeding \$25,000.
- (f) New market entry or geographic expansion.

If the Worker Assembly does not ratify a strategic decision within 30 days, the decision is automatically reversed. The Council of Stewards shall provide full documentation of any strategic decision to all members within 48 hours of the decision.

Section 5.4. Constitutional Speed — 3 to 6 Months

The following categories of decision require a supermajority vote of the Worker Assembly following a minimum 14-day deliberation period:

- (a) Amendments to these Bylaws, subject to the requirements of Article IX.

- (b) Changes to the Articles of Incorporation.
- (c) Merger, consolidation, or dissolution.
- (d) Changes to the asset lock provisions.
- (e) Changes to the Anti-Degeneration Provisions.
- (f) Changes to the Founder Sunset and Steward of Mission provisions of Article VIII.

During the 14-day deliberation period, the Council of Stewards shall facilitate at least two Worker Assembly discussions on the proposed change and shall distribute written analysis of the proposal's implications to all members.

Section 5.5. Crisis Protocol

If a threat to organizational survival is identified, including but not limited to existential legal action, platform shutdown, financial insolvency, or coordinated external attack. A Crisis Protocol may be declared by a vote of 11 of 15 Council of Stewards members.

During Crisis Protocol:

- (a) A 14-day emergency response window activates.
- (b) The Council of Stewards may take actions necessary to protect the Cooperative's survival.
- (c) Daily transparency reports shall be issued to all members throughout the Crisis Protocol period.
- (d) The Worker Assembly shall be convened within 7 days to review the Crisis Protocol declaration and authorize or reverse emergency actions.

Crisis Protocol may not be used to suspend democratic governance, remove members, amend these Bylaws, or circumvent Anti-Degeneration Provisions.

ARTICLE VI. ETHICS AND ACCOUNTABILITY TRIBUNAL

The Ethics and Accountability Tribunal is the independent oversight body of the Cooperative. It operates with complete independence from the Council of Stewards and Worker Assembly on matters within its jurisdiction.

Section 6.1. Composition

The Tribunal shall consist of three Worker-Members elected by the Worker Assembly. No Tribunal member may simultaneously serve on the Council of Stewards or hold an officer position. Tribunal members serve two-year staggered terms.

Section 6.2. Jurisdiction

The Tribunal has jurisdiction over:

- (a) Complaints alleging violation of these Bylaws by any member, officer, or Council member.
- (b) Complaints alleging breach of cooperative values by any member or governance body.

- (c) Complaints regarding the conduct of Worker Assembly or Council of Stewards meetings.
- (d) Complaints regarding the accuracy of patronage distributions or financial reporting.
- (e) Whistleblower complaints from members reporting concerns about Cooperative governance.

Section 6.3. Process

Any Worker-Member may file a complaint with the Tribunal. The Tribunal shall:

- (a) Acknowledge receipt of any complaint within 5 business days.
- (b) Conduct a preliminary review within 15 days to determine if the complaint falls within its jurisdiction.
- (c) Conduct a full investigation if the preliminary review warrants it, including the right to examine Cooperative records and interview members.
- (d) Issue findings and recommendations within 60 days of accepting a complaint for full investigation.

Tribunal proceedings shall be confidential except that findings and recommendations shall be reported to the Worker Assembly.

Section 6.4. Remedies

The Tribunal may recommend:

- (a) Censure of any member, officer, or Council member.
- (b) Removal of a Council member, subject to Worker Assembly ratification.
- (c) Suspension of a member's governance rights pending Worker Assembly review.
- (d) Referral to legal counsel for matters that may involve legal liability.

Tribunal recommendations are advisory unless ratified by the Worker Assembly. The affected party has the right to address the Worker Assembly before any ratification vote.

ARTICLE VII. PATRONAGE DIVIDENDS & FINANCIAL GOVERNANCE

Section 7.1. Cooperative Principle

The economic surplus of the Cooperative belongs to its worker-members in proportion to their contribution. CommonWork is not operated for the benefit of investors. It is operated for the benefit of the workers who build and sustain it.

Section 7.2. Revenue Distribution Formula

Of every dollar of platform transaction fee collected by the Cooperative, the following allocations shall apply:

- (a) Worker-member earnings: 85–92% paid directly to the performing worker-member at time of transaction.
- (b) Platform operations: 4% retained for technology infrastructure, platform maintenance, and administrative operations.
- (c) Mutual Aid Fund: 2% allocated to the CommonWork Mutual Aid Fund for member income replacement and emergency assistance.
- (d) Legal Defense Fund: 1% permanently allocated to the ring-fenced Legal Defense Reserve.
- (e) TruthLayer operations: 1% allocated to sustain TruthLayer as a free public service.
- (f) CommonWork Open University: 1% allocated to curriculum development and educational infrastructure.

The specific worker-member earnings percentage within the 85–92% range shall be set per Pillar by Council of Stewards resolution, based on operating cost structure, and reported to the Worker Assembly annually.

Section 7.3. Patronage Distributions

Annual net surplus remaining after operating expenses, reserve allocations, and Legal Defense Fund contributions shall be distributed as patronage dividends to Worker-Members in proportion to their patronage, defined as the value of labor or services contributed to the Cooperative during the fiscal year.

The Council of Stewards shall propose a patronage distribution plan to the Worker Assembly annually. The Worker Assembly shall approve the plan by simple majority. At least 20% of any patronage distribution shall be paid in cash. The remainder may be allocated to member capital accounts.

Section 7.4. Legal Defense Fund

The Legal Defense Reserve is a permanently ring-fenced fund that may not be used for operating expenses under any circumstances, including Crisis Protocol. The fund shall be maintained in a separate account. Target capitalization is \$5,000,000 within three years of reaching \$1,000,000 in annual platform revenue. The Legal Defense Fund may only be drawn upon for legal defense, regulatory compliance, and cooperative formation support for allied organizations.

Section 7.5. Fiscal Year

The fiscal year of the Cooperative shall end on December 31 of each calendar year.

Section 7.6. Financial Reporting

The Treasurer shall provide:

- (a) Monthly financial summaries to the Council of Stewards.
- (b) Quarterly financial reports to all Worker-Members.
- (c) Annual audited financial statements to the Worker Assembly, prepared by an independent accountant once the Cooperative reaches \$500,000 in annual revenue.

Financial reports shall be written in plain language accessible to members without financial expertise. The CommonWork Open University Level 1 curriculum shall include financial literacy sufficient for members to understand and evaluate financial reports.

Section 7.7. Asset Lock

This provision is an Anti-Degeneration Provision. Upon dissolution of the Cooperative for any reason, all assets remaining after payment of debts and liabilities shall be transferred to one or more organizations that are: (a) organized as worker cooperatives or cooperative federations, (b) committed to democratic worker governance, and (c) designated by a 66% supermajority vote of the Worker Assembly. Under no circumstances shall assets upon dissolution be distributed to individual members, investors, or non-cooperative organizations.

ARTICLE VIII. STEWARD OF MISSION — FOUNDER TRANSITION

This Article establishes the Founder Sunset and Steward of Mission provisions. These provisions are Anti-Degeneration Provisions. They exist to ensure that CommonWork's founding mission is permanently protected while guaranteeing that no individual, including its founder, retains operational control indefinitely.

Section 8.1. Founder Sunset Transition

Upon the earlier of: (a) the tenth anniversary of the Cooperative's incorporation (March 10, 2036), or (b) the Cooperative reaching 50,000 Worker-Members in good standing. At that point Jason Repac shall automatically transition from operational governance to the Steward of Mission role described in this Article.

The transition is automatic and irrevocable. It does not require a Worker Assembly vote. It does not require the consent of the founder. It shall take effect on the date the triggering condition is met.

Section 8.2. Effect of Transition

Upon transition to the Steward of Mission role:

- (a) The founder's operational voting rights in the Council of Stewards and Worker Assembly shall cease.
- (b) The founder's rights as a Worker-Member in good standing — including patronage dividends, capital account rights, and educational access — shall continue unchanged.
- (c) The founder's Steward of Mission rights described in Section 8.3 shall activate.

Section 8.3. Steward of Mission Role

The Steward of Mission holds a single vote on constitutional matters only. Constitutional matters are defined as:

- (a) Proposed amendments to the Anti-Degeneration Provisions of these Bylaws.
- (b) Proposed changes to the asset lock provision of Section 7.7.
- (c) Proposed dissolution of the Cooperative.

- (d) Proposed merger or consolidation with a non-cooperative entity.
- (e) Proposed amendments to this Article VIII.

The Steward of Mission may not vote on operational matters, strategic matters, Worker Assembly elections, patronage distributions, or any other matter not enumerated above. The Steward of Mission role is advisory on all other matters. The holder may speak at Worker Assembly meetings but may not vote.

Section 8.4. Protection of the Role

The Steward of Mission may not be removed except by a vote of 75% of Worker-Members in good standing at a special Worker Assembly meeting called for that purpose, with no fewer than 30 days notice. The Steward of Mission shall have the right to address the Worker Assembly before any removal vote.

The Steward of Mission role may not be used to block legitimate democratic decisions of the Worker Assembly on matters outside the constitutional categories enumerated in Section 8.3. Any attempt to use the Steward of Mission role beyond its defined scope shall be referred to the Ethics and Accountability Tribunal.

Section 8.5. Succession

The Steward of Mission role is personal to the founder and does not transfer upon death or incapacity. Upon the death or permanent incapacity of the Steward of Mission, the role terminates. The constitutional matters enumerated in Section 8.3 shall thereafter require only the supermajority thresholds specified elsewhere in these Bylaws.

Section 8.6. The Founding Principle

Encoded in Governance:

"It would hardly be the greatest cooperative ever built if it failed when its founder left." The Steward of Mission role exists not to preserve the founder's power but to preserve the mission the founder encoded in these Bylaws. The greatest measure of this cooperative's success is that it needs no founder to remain what it was built to be.

ARTICLE IX. AMENDMENTS

Section 9.1. General Amendment Process

These Bylaws may be amended by a two-thirds vote of the Worker Assembly, provided that:

- (a) The proposed amendment has been distributed to all members in writing no fewer than 30 days before the vote.
- (b) The Worker Assembly has held at least one meeting to discuss the proposed amendment before the vote.

(c) The amendment does not affect any Anti-Degeneration Provision.

Section 9.2. Anti-Degeneration Provisions — Enhanced Protection

The following provisions are designated Anti-Degeneration Provisions and require a 75% supermajority of all Worker-Members in good standing, not merely those present at a meeting, following a 14-day deliberation period:

- (a) Section 2.1 — Single class of membership; prohibition on investor membership.
- (b) Section 2.7 — One member, one vote.
- (c) Section 4.9 — 15% non-member employee cap.
- (d) Section 7.7 — Asset lock on dissolution.
- (e) Article VIII — Steward of Mission and Founder Sunset provisions.
- (f) Section 9.2 — This provision itself.

No amendment to an Anti-Degeneration Provision shall take effect unless the Steward of Mission (while the role is active) has been provided the opportunity to address the Worker Assembly on the proposed amendment.

Section 9.3. Emergency Amendment Prohibition

These Bylaws may not be amended under Crisis Protocol. No declaration of emergency, financial exigency, or external threat shall constitute grounds for bypassing the amendment processes of this Article.

ARTICLE X. COMMONWORK OPEN UNIVERSITY

Section 10.1. Establishment

CommonWork Open University is established as Pillar 8 of the CommonWork Ecosystem and as a permanent institutional function of the Cooperative. Its purpose is to ensure that every Worker-Member understands what they own, how to govern it, and why cooperative values are worth defending.

Section 10.2. Governance

CommonWork Open University shall be governed by an Education Committee appointed by the Council of Stewards, subject to Worker Assembly approval. The Education Committee shall have full authority over curriculum content. No curriculum content shall be subject to political direction from the Council of Stewards or Worker Assembly. Curriculum decisions are educational decisions, not governance decisions.

Section 10.3. Level 1 Requirement

Completion of CommonWork Open University Level 1 — Cooperative Foundations is a condition of full voting membership. Members who do not complete Level 1 within 90 days of membership approval shall have their voting rights suspended until completion. Suspension of voting rights does not affect any other membership right, including patronage dividends and capital account rights.

Section 10.4. Funding

CommonWork Open University shall be funded by:

- (a) 1% of all platform transaction fees as specified in Section 7.2.
- (b) Grants from foundations and government sources.
- (c) Any additional allocations approved by the Worker Assembly.

CommonWork Open University funds are ring-fenced and may not be redirected to platform operations except by a two-thirds vote of the Worker Assembly.

Section 10.5. Public Access

Level 1 curriculum shall be made freely available to the public upon the Cooperative reaching 1,000 Worker-Members, as a public good and cooperative recruitment resource. Public access does not confer membership or governance rights.

ARTICLE XI. ARTIFICIAL INTELLIGENCE, THE WORKER'S DIVIDEND

Artificial intelligence is changing work faster than any institution is prepared to handle. In corporate hands it means one thing: reduce headcount, suppress wages, and move the gains to shareholders who contributed nothing to building the platform that made it valuable.

CommonWork's answer is different. If AI replaces a function you performed, you still own the AI that replaced you and you receive your share of what it earns. That is not a promise. It is encoded in this document.

This is not a philosophical position. It is encoded in the governance of this Cooperative.

Section 11.1. AI as Worker Tool

All artificial intelligence tools deployed within the CommonWork Ecosystem shall be designed, evaluated, and governed according to the following principle: AI exists to increase the earnings, safety, and effectiveness of worker-members, not to reduce their compensation, surveil their behavior, or eliminate their roles for the benefit of non-member stakeholders.

Specific prohibited uses of AI within the Cooperative include:

- (a) Algorithmic wage suppression, using AI to dynamically reduce worker-member earnings below approved rates based on supply, demand, or behavioral data.

- (b) Surveillance scoring, using AI to generate hidden performance scores that affect worker-member standing, earnings, or platform access without transparency and due process.
- (c) Deactivation without recourse, using AI to remove or suspend worker-member platform access without human review and the right of appeal to the Ethics and Accountability Tribunal.
- (d) Labor arbitrage, deploying AI to replace worker-members in order to reduce labor costs, without the democratic approval process required by Section 11.3.

Section 11.2. The AI Productivity Dividend

When AI tools deployed by the Cooperative generate productivity gains, enabling worker-members to earn more per hour, complete more transactions, or deliver higher quality service, the economic benefit of those gains belongs to the worker-members, not to the Cooperative's operational reserve.

The Council of Stewards shall report to the Worker Assembly annually on AI-generated productivity gains across each active Pillar, and shall propose a distribution of those gains to worker-members as part of the annual patronage distribution plan.

Section 11.3. AI Displacement, Democratic Approval and Transition

This provision is an Anti-Degeneration Provision. No deployment of AI that eliminates or materially reduces a category of work performed by worker-members shall occur without:

- (a) A full Worker Assembly vote by two-thirds supermajority approving the displacement.
- (b) A written Transition and Continuity Plan, approved by the Worker Assembly, that provides affected worker-members with: (i) no less than 90 days advance notice, (ii) retraining opportunities within the Cooperative's other Pillars, (iii) continued patronage distributions for no less than 12 months following displacement, and (iv) priority placement in any new roles created by the AI deployment.
- (c) A Worker Assembly determination that the AI deployment serves the long-term interests of the worker-member community and is consistent with the Cooperative's foundational values.

The intent of this provision is not to prohibit AI adoption, it is to ensure that when AI creates abundance, that abundance is shared with the workers whose labor, data, and platform built it.

Section 11.4. Cooperative Ownership of AI

All AI models, tools, and systems developed using CommonWork platform data, worker-member labor, or Cooperative resources are the property of the Cooperative and therefore the collective property of all worker-members. No AI asset developed with Cooperative resources may be licensed, sold, or transferred to a third party without a two-thirds Worker Assembly vote.

Worker-members whose labor and platform activity contributed to the development or training of a Cooperative AI asset are recognized as contributors to that asset and shall share in its economic returns through the patronage distribution system.

Section 11.5. AI Transparency

The Cooperative shall maintain transparency with worker-members regarding all AI systems that affect their earnings, platform access, or standing. Specifically:

- (a) Every AI system that affects worker-member earnings or access shall be documented in plain language and made available to all members.
- (b) Any worker-member may request a human review of any AI-generated decision that affects them, within 14 days of the decision.
- (c) CommonWork Open University Level 1 shall include foundational AI literacy sufficient for members to understand how AI tools within the Cooperative affect their work and their earnings.

ARTICLE XII. GENERAL PROVISIONS

Section 12.1. Governing Law

These Bylaws shall be governed by and construed in accordance with the laws of the State of Colorado, including Colorado Article 56 (Cooperative Associations), as amended from time to time.

Section 12.2. Conflict with Articles of Incorporation

In the event of any conflict between these Bylaws and the Articles of Incorporation, the Articles of Incorporation shall govern.

Section 12.3. Parliamentary Authority

In matters of procedure not covered by these Bylaws, the Worker Assembly and Council of Stewards shall be guided by the current edition of Robert's Rules of Order, adapted as necessary for cooperative democratic practice.

Section 12.4. Indemnification

The Cooperative shall indemnify Council of Stewards members, officers, and Tribunal members against claims arising from their good-faith performance of cooperative duties, to the extent permitted by Colorado law. The Cooperative shall maintain adequate directors and officers liability insurance once platform revenue permits.

Section 12.5. Records

The Cooperative shall maintain the following records:

- (a) These Bylaws and all amendments.
- (b) The Articles of Incorporation and all amendments.
- (c) Minutes of all Worker Assembly and Council of Stewards meetings.
- (d) The membership register, including each member's name, contact information, membership date, and capital account balance.
- (e) Annual financial statements.

(f) All Worker Assembly and Council of Stewards resolutions.

Records shall be available to any Worker-Member in good standing upon written request within 10 business days.

Section 12.6. Notice

Any notice required or permitted under these Bylaws may be given by email to the address on file in the membership register, by posting on the Cooperative's official platform, or by such other means as the Council of Stewards may establish. Members are responsible for maintaining a current email address in the membership register.

Section 12.7. Severability

If any provision of these Bylaws is found to be invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced with the valid provision most closely approximating the intent of the original.

Section 12.8. Effective Date

These Bylaws are effective upon adoption by the Founding Council of CommonWork Cooperative.

ADOPTION

These Bylaws of CommonWork Cooperative were adopted by the Founding Council on the date indicated below.

By signing below, the Founder and Interim President certifies that these Bylaws are consistent with the Articles of Incorporation of CommonWork Cooperative, Colorado Entity ID 20261300628, and that they are adopted in good faith for the purpose of establishing democratic, worker-owned cooperative governance that will outlast and outgrow any individual founder.

Jason Repac, Founder & Interim President	Date
CommonWork Cooperative	

CommonWork Cooperative · Colorado Article 56 Cooperative Corporation · Entity ID: 20261300628 · Est. March 2026