

JUDICIAL COMMITTEE APPEAL

TO DECLARE INVALID THE LNC ACTION PURPORTING TO VOID THE REGION 1 ELECTION OF MAY 10, 2025 AND TO CLARIFY THE INTERPRETATION OF SUSTAINING MEMBERSHIP STATUS, RIGHTS, AND REGIONAL AUTONOMY (Martin v. LNC)

Response to the Supplemental Amicus of Caryn Ann Harlos of March 13, 2026

I. INTRODUCTION AND DETERMINANT QUESTION

The Supplemental Amicus of Caryn Ann Harlos presents a critical reframing of the issue before the Judicial Committee. While submitted in support of the Respondent, it raises a determinative question that ultimately favors the Appellant:

If Mr. Wiley’s removal is treated as a removal action, was he entitled to the same procedural protections as an At-Large member—and were those procedures followed?

The answer is dispositive: **No. They were not followed.** Accordingly, even under the Amicus’s own framework, the LNC’s action cannot stand.

II. THE AMICUS CONFIRMS THE CASE TURNS ON REMOVAL AUTHORITY—AND ITS OWN AUTHORSHIP MATTERS

The Supplemental Amicus relies on Article 7.8 and the Region 1 Agreement to argue that removal authority may be exercised in a manner analogous to that used for At-Large members.

Notably, Ms. Harlos was the **architect and drafter of the Region 1 Agreement itself.** Her interpretation therefore carries particular weight—but also binds her argument to the actual structure and limitations of that agreement.

Her argument necessarily concedes a critical point:

If the action taken against Mr. Wiley is treated as a “removal,” then it must comply with the same procedural framework governing removal of LNC members.

However, the Region 1 Agreement—properly read—does not and cannot override the Libertarian Party Bylaws, which remain the controlling authority. Any interpretation of the agreement that conflicts with the Bylaws is void.

III. THE LNC DID NOT FOLLOW ANY RECOGNIZED REMOVAL PROCEDURE

Even accepting *arguendo* the Amicus's framework, the LNC's actions fail under it.

The record establishes:

- No formal removal vote was conducted
- No notice of removal proceedings was provided
- No opportunity to be heard or defend was afforded
- No findings or structured process were undertaken

Instead, the Chair **unilaterally declared the election void**, later sustained by the LNC.

IV. REMOVAL BY ANY NAME TRIGGERS PROCEDURAL PROTECTIONS

The Supplemental Amicus attempts to avoid due process implications by disputing whether a "removal" occurred, while simultaneously arguing that if it did, it falls under At-Large removal procedures.

This creates an unavoidable dilemma:

- If **not a removal**, then there is **no bylaw authority** to void an election
- If **a removal**, then **procedural protections are mandatory**

The Appellant's filings demonstrate that Mr. Wiley:

- Was never subjected to disciplinary procedures
- Was never provided notice or hearing
- Was never removed through any authorized mechanism

Thus, under either characterization, the LNC's action is invalid.

V. THE REGION 1 AGREEMENT REINFORCES PROCESS—IT DOES NOT ELIMINATE IT

The Supplemental Amicus relies heavily on the Region 1 Agreement. But its own quoted language confirms:

- It incorporates **national procedures** for removal
- It presumes a **formal removal process**
- It provides a **regional remedy (reappointment)** after removal—not in place of process

Nothing in the agreement authorizes:

- Unilateral officer nullification of elections
- Creation of ad hoc eligibility enforcement mechanisms
- Circumvention of bylaw-based procedures

Moreover, as a subordinate agreement, it **cannot supersede the LP Bylaws**, and any conflicting interpretation must be rejected.

VI. THE VINSON EXAMPLE CONFIRMS A PATTERN OF PROCEDURAL FAILURE

The Supplemental Amicus references the removal of At-Large Representative Robert Vinson as analogous.

But this example does not support the LNC—it exposes a pattern.

In the Vinson matter:

- The LNC similarly relied on the theory of **automatic resignation due to lapsed dues**
- No proper removal procedures were followed
- The action was based on the same **extra-bylaw interpretation of membership status**

Thus, rather than demonstrating compliance, the Vinson example shows a repeated practice of **bypassing formal removal procedures in favor of administrative determinations**.

VII. THE CORE DEFECT: EXTRA-BYLAWS AUTHORITY

At its core, this case concerns the improper creation and exercise of authority.

The LNC:

- Identified no bylaw provision authorizing election nullification
- Did not invoke or follow removal procedures
- Did not initiate disciplinary proceedings
- Acted through officer determination rather than assembly process

This results in the creation of an **unwritten enforcement mechanism**, contrary to governing documents and parliamentary law.

VIII. CONCLUSION

The Supplemental Amicus presents a decisive question that ultimately resolves this appeal:

If Mr. Wiley's removal is treated as equivalent to that of an At-Large member, then the LNC was required to follow the procedures governing such removals. It did not.

Further:

- The Region 1 Agreement—drafted by the Amicus herself—cannot override the Bylaws and, properly read, reinforces the requirement of formal process
- The Vinson example confirms a pattern of unauthorized, procedure-free removals based on the same flawed theory

Accordingly:

- The action cannot be sustained as a valid removal
- It cannot be justified as an eligibility determination without process
- It cannot be upheld under any consistent reading of the Bylaws, the Region 1 Agreement, or parliamentary law

The LNC's action must therefore be declared null and void.

Respectfully submitted,

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On behalf of Petitioners
Dated: March 28, 2026