LIBERTARIAN PARTY — JUDICIAL COMMITTEE

Filing cover & attestation

Petition #15 — (d) Voiding of a National Committee decision

FILED BY

Michael Seebeck is a lifetime member of the Party.

POSITION

Filed in support of the LNC Respondent

ATTESTATION

Michael Seebeck attests that they are a lifetime member of the Party filing and signing this amicus brief as themselves in their individual capacity. They further attest that they adopt, incorporate, endorse, and accept ownership of the material contained within this amicus brief as their own. Michael Seebeck certified that this amicus brief is accurate and does not contain content which violates the itemized list of unacceptable material outlined in Rule 2.8 of the Judicial Committee Rules of Appellate Procedure.

Drafted 10/20/26, Finalized 11/23/2026

1. This is an *amicus curiae* filed in support of the Libertarian National Committee (LNC) regarding the suspension of Regional Representative Austin Martin (Region 1), done at the LNC meeting on October 20, 2026.

ABOUT THE AMICUS

2. Amicus Michael Seebeck is a Life Member of the Party, has a lengthy party resume with involvement in the Bylaws Committee and parliamentary work for various state affiliates, and was the secretary and member of the most previous Judicial Committee.

ABOUT THIS BRIEF

3. Amicus does not offer an opinion to the Judicial Committee regarding the contents of the Special Investigatory Committee report, or that committee's construction or investigation, nor the behavior of Mr. Martin. Those speak for themselves, and without any doubt others have and will opine about them in great detail.[1]

4. Rather, this *amicus curiae* addresses the process of the suspension itself.

5. NOTE: Any appeal this *amicus curiae* would apply to must cite Article 8, Section 2, Subsection d, voiding of National Committee decisions, which refers back to Article 7, Section 12. An appeal citing Article 8, Section 2, Subsection c, is an invalid appeal as the Region Agreement itself precludes such an appeal, as is explained below.

NORMAL REMOVAL OF A REGIONAL REPRESENTATIVE IS MOSTLY CLEAR

6. Under normal circumstances, a Regional Representative cannot be suspended by the LNC. Article 7, Section 8 of the Bylaws is clear:

> *"A National Committee Regional Representative or Alternate may be removed and replaced only by the act of the affiliate parties that constitute the subject region. The voting procedure for the removal and replacement of regional representatives or alternates shall be determined by the regions."*

[1] Which is not to say amicus doesn't have an opinion about all of that. Amicus does; but it's simply irrelevant to this submission. That opinion was best expressed by Mr. Nekhalia on October 20 (paraphrased): If Mr. Martin had done in a business even half of what he has done on the LNC, he would have been fired long ago.!

7. Unpacking that, the regional affiliates determine when and how and if their Regional Representative may be removed, and it only occurs by their action and by their own voting procedure. That's straightforward—except for two key things.

    - An "act of the affiliate parties" is both undefined and vague. In the general sense, an act of the affiliate parties is something they do together. That includes drafting and ratifying their regional agreement.
    - The "voting procedure for the removal and replacement" of their representatives and alternates is left to them.

8. If that were the only part of this situation, then the case is cut-and-dried that the LNC cannot remove Mr. Martin.

9. However, there's more to this situation, and it changes the entire picture completely.

ROLE OF THE REGIONAL AGREEMENT

10. The 2026-2028 Regional Agreement for Region 1 specifically and explicitly has a clause for removal from office of a representative:[2]

    REMOVAL

    Once the Representatives have taken office, any person elected as a Regional Representative or Regional Alternate may be removed from office by:
    1. A majority vote of the Regional Chairs.
    2. Additionally, the Regional Chairs consent to the procedures outlined in the national Party Bylaws and Policy Manual for a removal vote by the LNC for an At-Large Representative with the exception that such a removal would not be appealable to the national Judicial Committee.[3] If the Regional Chairs disagree

[2] Mr. Martin agreed to and signed this agreement in his capacity of Chair of LPHI, so he was aware of the clause and its potential ramifications. If he was not aware, then he was derelict in his duty to LPHI.

[3] The lack of appeal to the Judicial Committee is important because if it were appealable, that would be adding a jurisdictional ability to the Judicial Committee, in effect amending the Bylaws without a vote of the Convention Delegates, and a regional agreement cannot do that. Instead, this clause simply adopts the suspension process of the LNC for At-Large members without the appeal process for the Regional Representative, avoiding a violation of the Bylaws. (This footnote is not part of the wording of the Region Agreement.)

with the removal of any of its Representatives by the LNC, the vacancy provision[4] is held in abeyance for ten days to allow the Regional Chairs to re-appoint the removed Representative. The Regional Chairs further consent to a vote by the LNC to suspend LNC membership rights during the investigation period prior to a removal vote if necessary to protect the LNC from breaches of fiduciary duty.

11. In the act of ratifying this agreement, the regions agreed to defer to the national Party for removal votes under #2 in advance of any such vote or circumstances for said vote occurring, and also established the national voting procedure as their voting procedure.[5][6]

12. It should also be noted that the lack of a severance clause in the agreement means that if one part of the agreement violates the Bylaws, then the entire agreement is null and void, which means Region 1 is dissolved and has no regional representative or alternate.[7] Appellants would be faced with a choice: either the agreement is valid and

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[4] The Vacancies provision is also contained in the same regional agreement, and says the following:

VACANCIES

Vacancies are to be filled in the following manner:

1. If the position of Regional Representative becomes vacant, the Regional Alternate shall automatically assume the position of Regional Representative unless declined. If there are multiple Regional Alternates due to the percentage of the national sustaining members in the Region, the senior Regional Alternate shall automatically ascend. If there is more than one Regional Alternate with equal seniority, one may defer to the other, otherwise choice will be made by lot.
2. Any remaining vacancies will be filled by a majority vote of the Regional Chairs.

(This footnote is not part of the wording of the Region Agreement.)

[5] This also creates the side effect that the Region 1 representative is removed by the LNC, reappointed by the region, removed again by the LNC, reappointed again by the regions, and so on, in a game of remove-reappoint ping-pong with its only end being the next national convention, which wastes a lot of LNC time and patience, and makes Region 1 look petty.

[6] RONR 56:68-4 doesn't apply, either, because the adoption of the suspension process in the Bylaws by the Region to be their process for suspension, which the Bylaws indicate they are allowed to do, exists outside of the Bylaws themselves. The clause is the equivalent of stating in less words that the processes are the same, but one is in the Bylaws and the other is in the region agreement. The region agreement could have alternatively taken the wording of the Bylaws, changed "At-Large" to "Regional Representative", and put all of it in the agreement, accomplishing the same thing. Either way, it's not prohibited since the region agreement, while mentioned in the Bylaws, is not the actual Bylaws.

[7] This is the reason why there has been a push among the state affiliates and the national Bylaws Committee to add such severability clauses to Bylaws. As the agreement is worded, the region cannot claim the clause doesn't apply without either breaching the agreement or voiding it.

the authority to suspend and remove has been delegated to the LNC, or the agreement is invalid and Region 1 is dissolved and representation is lost.[8][9]

NO BYLAWS VIOLATON

13. As such, Article 7, Section 8 of the national Bylaws is not only not violated, but is in fact fulfilled to its letter. The act of the affiliate parties is to punt removals to the LNC. The voting procedure for those punted removals is already established in the Bylaws.

14. The Policy Manual in Section 1.01-4 defers to the Parliamentary Authority, which per Article 16 of the Bylaws, is RONR 12th edition, most specifically 61:22, 62:16, and 63:1 through 63:34. Compliance with the process outlined there is not within the focus of this amicus; however, one point deserves addressing.

BYLAWS OPEN SESSSION VS. RONR EXECUTIVE SESSION, WHO WINS?

15. Per RONR 63:33, a trial is required to be held in Executive Session.[10] However, the Bylaws supersede RONR. Specifically, Article 7, Section 15 states:

> *"The National Committee and all of its committees shall conduct all votes and actions in open session; executive session may only be used for discussion of personnel matters, contractual negotiations, pending or potential litigation, or political strategy requiring confidentiality."*

16. The SIC is a committee established by the LNC, so Article 7, Section 15, also applies to the SIC. The SIC does not deal with contract negotiations, potential litigation, or political strategy; nor is an elected member of the LNC considered "personnel." As such, both the SIC and the trial are required to be done in open session since there are no conditions for the LNC or the SIC to exercise the option of executive session.

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[8] Either way, Mr. Martin is out as regional representative. The former way, at least, keeps the region and its representation alive in some form. With the latter way, Region 1 doesn't exist and there are no LNC Region 1 Representative and Alternate, rendering all of these proceedings as moot *ab inito*.

[9] And Region 1 must ask themselves if losing their region is worth it, or just losing their representative the better option?

[10] RONR 63:33: *At the trial, in calling the meeting to order, the chair should call attention to the fact that the meeting is in executive session (**9**), and to the attendant obligation of secrecy.*

SUMMARY

17. The process that was followed to suspend Mr. Martin was procedurally sound and in order, because the Region agreement allowed for it by its terms under the Bylaws, and any arguments to the contrary should be disregarded. As such, the Judicial Committee should disregard any procedural arguments to the contrary.