LIBERTARIAN PARTY — JUDICIAL COMMITTEE

Filing cover & attestation

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

FILED BY

Nicholas Conrad is a lifetime member of the Party.

ORGANIZATION SPOKESPERSON

Nicholas Conrad, Chair Alaska Libertarian Party

POSITION

Filed in favor of the petitioner

ATTESTATION

> Nicholas Conrad certified that they have authority to file this response on behalf of AKLP, and that this response 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.

LIBERTARIAN NATIONAL JUDICIAL COMMITTEE

JONATHAN M. JACOBS ET AL. ("Petitioner")

V.

LIBERTARIAN NATIONAL COMMITTEE ("LNC" or "Respondent")

In re: Petition #15

“The various suspensions of the right of membership of Austin Martin”

RESPONSE OF THE ALASKA LIBERTARIAN PARTY ("AKLP"), A DIRECTLY AFFECTED PARTY

BEFORE THE JUDICIAL COMMITTEE ("JC") OF THE LIBERTARIAN PARTY ("LP")

NOVEMBER 20, 2026

I. Interests of AKLP

AKLP is a chartered state affiliate of the Libertarian Party and a signatory to the 2026–2028 Regional Agreement for Region 1 (the "Agreement"). The JC accepted Petition #15 and named AKLP as a directly affected party. AKLP responds in its own name and speaks only for itself. It does not speak for Region 1, for any other signatory, or for Mr. Martin.

Under the AKLP Bylaws, the Chair is charged to "[r]esolve National Libertarian Party issues with the vote of the committee as necessary" and to "[a]ct as the unitary public voice of the AKLP on all matters". On November 20, 2026, the AKLP Board adopted a resolution directing the Chair to file this response to wit:

> “The AKLP gives Nicholas Conrad the authority to respond to the
>
> Libertarian Party Judicial Committee in regards to petition 15.”
>
> PASSED November 20, 2026

AKLP attested, as every signatory did, that its Chair was "authorized to enter into this agreement and contractually bind my state party thereby". AKLP is therefore a party to the instrument on which the LNC's case rests.

The Agreement provides that Regional Representatives "shall represent the entire Region and not any particular sub-set of states" and must "[d]iligently represent and advocate for the interests of the Regional States". A suspension of the Representative's rights to vote and post affects the representation of Alaska's members.

On October 14, 2026, AKLP voted Aye on the Region 1 Chairs' resolution "In Defense of Its Representation." Ten chairs voted in favor, none opposed, and one abstained. The ballot ran electronically under the rules established in the Agreement's Voting section. Hawaii’s vote was cast by a designee, as the Agreement permits.

II. Argumentation

1. The LNC Cannot Treat Suspension as Part of Removal When It Needs Article 7.8, and as Something Else When It Needs to Avoid Removal's Checks

The LNC's path to authority goes through one premise:

> “...a suspension pending a removal vote is a measure taken under the removal power. It is a lesser, temporary use of that power, not a separate power. That is why it belongs to the affiliate parties under National Bylaws Article 7.8, and why they could delegate it.” (LNC Br. At 9–10.)

The LNC defends the delegation as "a delegation, not an abdication" because the affiliates "kept their own power to remove a Representative at any time" and "a ten-day check on any removal by the LNC" (LNC Br. at 10). The LNC’s own argument for their delegated authority to use the removal power acknowledges and cites Region 1’s ten-day check on the use of that power. They concede that a suspension is a use of the same removal power which carries the ten-day check. Yet to explain why suspension was not subject to the ten-day check, they insist the two must be treated as separate:“For removal by the LNC, they wrote the ten-day re-appointment window. For suspension, they wrote no check at all.” (LNC Br. at 11)

The LNC's brief therefore relies on suspension being part of removal when it needs Article 7.8, and on suspension being separate from removal when it needs to avoid the Region’s removal checks. Either position held consistently defeats the October 20 resolution.

a. If suspension is part of the removal power, it carries removal's terms. Article 7.8 reserves removal "only" to the affiliates. The Agreement holds a removal by the LNC in abeyance for ten days so the chairs may overturn the decision of the LNC at their sole discretion (Agreement at 1). The October 20 suspension took effect on notice that night (LNC Br. at 5, 22) and directed that "the Region 1 Alternate shall exercise those rights" (LNC Br. at 5). Any use of the removal power is subject to the same ten-day abeyance, and as the Region retains the right to consider and if desired overturn the full force of the removal power when excised by the LNC, they must also retain the right to overturn the lesser use of the same power.

b. If suspension is not part of removal, the LNC has no source of authority. The Bylaws give the LNC no suspension power over Regional Representatives (LNC Br. at 9). Article 7.8 is the only place the LNC finds one, and it finds one there only by treating suspension as part of the removal power the affiliates hold. If the October 20 resolution is something other than a use of that power, nothing in the Bylaws authorizes the LNC to adopt it.

c. The reading that harmonizes the Agreement is the narrow one. The Agreement contains two consents, and the second begins with the word "further":

> "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.**" (Agreement at 1–2, emphasis added.)

The first consent covers "the procedures outlined in the national Party Bylaws and Policy Manual **for a removal vote by the LNC** for an At-Large Representative" (Agreement at 1, emphasis added). The word "suspend" does not appear in it.

2. Surplusage

The LNC says the first consent "independently authorizes the suspension" and "is sufficient by itself" (LNC Br. at 12). If so, the second consent and its limit of "if necessary to protect the LNC from breaches of fiduciary duty" do no work. In fact, the first consent clause can not include suspension precisely because the drafters went on to pen a “further” clause to address suspension in greater specificity. RONR 56:68(3) provides that "[a] general statement or rule is always of less authority than a specific statement or rule and yields to it" (LNC Br. at 9). The LNC invokes that very rule itself.

The LNC's fallback shows the problem. The LNC says that if the specific consent covers only the period before charges are adopted, "the at-large consent covers the rest" (LNC Br. at 15). On that reading the Region's necessity limit applies only before charges and vanishes afterward. The LNC could escape the limit in every case by adopting charges first. A condition that can be avoided by sequencing is not a

condition. RONR 56:68(4) presumes "that nothing has been placed in the bylaws without some reason for it" (LNC Br. at 11), and that presumption applies equally to this clause.

Therefore the suspension consent is conditioned on a suspension being "necessary to protect the LNC from breaches of fiduciary duty." The LNC concedes that "the only speech in favor of the motion on October 20 did not use the words 'fiduciary duty.'" (LNC Br. at 14.) It relies instead on the SIC Final Report. But the LNC's own account is that it adopted the suspension resolution first and "then adopted the Report as a whole" (LNC Br. at 5), "[m]inutes later" (LNC Br. at 14). The resolution as adopted recites no necessity finding (LNC Br. at 5). The findings the LNC relies on were adopted after the vote they are said to support. The Report's Recommendations did contain the necessity language (LNC Br. at 4), but a recommendation falls short of a finding of the body.

3. The October 25 Resolution Fails Under Any Reading

The suspension consent requires "a vote by the LNC" (Agreement at 1–2). The Executive Committee is not the LNC. The LNC acknowledges that "the Executive Committee's authority under the grant is a fair question" (LNC Br. at 21). Its answer is that the Agreement "incorporates" PM 1.01.3. But the Agreement incorporates "the procedures … for a removal vote," only as part of the first consent clause pertaining to removal. As addressed above, consent to suspend is a separate, more specific, and therefore controlling "further" consent clause.

The LNC's own accounts of the resolution cannot be squared. It says the Executive Committee acted "to complete a suspension the LNC had begun upon [the charges'] adoption" (LNC Br. at 20). It also says the Executive Committee "acted on conduct that came after October 20 and that the LNC had not considered," and that "[t]he two resolutions are independent" (LNC Br. at 21). If the October 25 resolution rests on new conduct, no body ever found that it was necessary to protect the LNC from a breach of fiduciary duty, and the resolution recites none (LNC Br. at 7). The Report the LNC adopted on October 20 could not have addressed conduct that came after it.

The resolution is also broader than anything the LNC voted. On October 20 the LNC suspended two rights. On October 25 the Executive Committee suspended "all of Mr. Austin Martin's rights as an LNC member (except as they relate to the trial)" (LNC Br. at 7). PM 1.01.3 lets the Executive Committee act "when urgency demands a more immediate time frame than when the LNC can next meet." The LNC called its October 20 meeting on five days' notice (LNC Br. at 5), and the Executive Committee acted five days after that meeting (LNC Br. at 20).

The LNC says that "[e]ither [w]ay, the October 20 [r]esolution [s]tands" and that the two resolutions "are independent" (LNC Br. at 21). The JC can therefore void the October 25 resolution without reaching any other question.

III. Conclusion

The October 20 and October 25 resolutions are defective for several reasons:

- The LNC's brief relies on suspension being part of removal when it needs Article 7.8, and on suspension being separate from removal when it needs to avoid the removal power’s checks. Under either position the October 20 resolution fails.
- The Agreement's "further" consent clause is specific and limited by necessity. RONR tells us this clause is the controlling one; the LNC asks the JC to make it surplusage instead.
- The October 25 resolution was adopted by a committee the Agreement does not authorize, on conduct the LNC says it had not considered, without the required necessity finding.

AKLP does not ask the JC to adopt a rule for every region. AKLP asks the JC to:

1. Void the October 20 and October 25 resolutions as contravening Bylaws Articles 7.8 and 5.5;

2. In the alternative, void the October 25 resolution, which the LNC concedes is independent of the October 20 resolution; and

3. In either case, limit any declaration to the Region 1 Agreement.

Respectfully submitted,

Nicholas Conrad

Chair, Alaska Libertarian Party