LIBERTARIAN PARTY — JUDICIAL COMMITTEE

Filing cover & attestation

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

FILED BY

Jonathan McGee is a lifetime member of the Party.

ORGANIZATION SPOKESPERSON

Jonathan McGee

ATTESTATION

> Jonathan McGee certified that they have authority to file this response on behalf of Libertarian National Committee, 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

Petitioner: Jonathan M. Jacobs et al. (Jacobs)

vs

Respondent: Libertarian National Committee (LNC)

In re: Appeal to Void Certain Resolutions to Suspend
Austin Martin, Region 1 Representative

Libertarian National Committee Respondent Brief

Threshold Matters

The October 8 Forwarder Restriction is Moot

Email ballot 20260930-01 restricted Mr. Martin's use of the public-list forwarder through 1 p.m. Eastern on October 15, 2026. The restriction expired as scheduled. Mr. Martin resumed posting through the forwarder that same day, copying the Entire LNC list, the LNC Public list, and the forwarder [Exhibit F]. There is nothing left for the Judicial Committee to void.

The First Request for Relief Exceeds the Judicial Committee's Jurisdiction

National Bylaws Article 8.2(d) grants jurisdiction over "voiding of National Committee decisions." The Petitioner's first request does not ask the Judicial Committee to void a decision. It asks the Judicial Committee to rule that "[n]either the LNC nor the Executive Committee may suspend the rights of any regional representative, except as provided for in RONR 49:15." That would be a general rule binding every region, including regions whose agreements are not before the Judicial Committee and whose chairs have not been heard. Regional agreements are made by the affiliate parties under National Bylaws Article 7. They are not decisions of the National Committee, and Article 8.2(d) gives the Judicial Committee no power to rewrite their terms. The Judicial Committee should decline the first request. Rule 2.8(a) of the Judicial Committee Rules of Appellate Procedure permits the Judicial Committee to strike content that "is outside the Committee's jurisdiction."

Factual Background

The Region 1 Agreement

The consent at issue is not new. The 2024–2026 Regional Agreement for Region 1 contained the same Removal section, word for word, including the suspension consent [Exhibit B]. In May 2026, the chairs of Region 1's eleven affiliates readopted that text in the 2026–2028 Regional Agreement for Region 1 [Exhibit A]. Mr. Martin signed it on May 23, 2026, as Chair of the Libertarian Party of Hawaii. Each signatory attested:

> *"I attest that I am authorized to enter into this agreement and **contractually bind** my state party thereby."* [Emphasis Added]

The Agreement's Removal section reads in full:

"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. If the Regional Chairs disagree with the removal of any of its Representatives by the LNC, the vacancy provision 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."*** [Emphasis Added]

The Agreement contains no amendment clause. Its only provision on changing the Region's membership states that, once the Agreement is effective, "a state affiliate can only join or withdraw with a majority consent of all of the other state signatory affiliates through their State Chairs."

The Investigation

On September 13, 2026, the LNC established a Special Investigatory Committee (SIC) to review written complaints about Mr. Martin's conduct. The SIC interviewed complainants, witnesses, LNC Counsel, and Mr. Martin. It adopted its Final Report on October 15, 2026 [Exhibit C]. The Report recommends ten specifications under four charges. Charge IV alleges a breach of the duty of loyalty under Policy Manual (PM) section 1.07.4(C)(III). It is based on Mr. Martin's September 30 and October 3, 2026, offers, sent to the Entire LNC list and the public list, to resign his seat if $65,000 were contributed to the Mises PAC through a fundraising page bearing his name and $20,000 to the Party.

The Report's Recommendation 4 reads:

> *"Suspend, pending disposition of the charges, Mr. Martin's right to post to the LNC public list and LNC email lists and to vote on National Committee business, with the Region 1 Alternate exercising those rights, as necessary to protect the LNC from further breaches of fiduciary duty, pursuant to the consent given in the Region 1 Agreement."*

The Region's October 14 Resolution

By an electronic ballot that closed October 14, 2026, ten Regional Chairs voted for a resolution titled "In Defense of Its Representation" [Exhibit E]. The resolution addresses ballot 20260930-01, the forwarder restriction. Its paragraph 8 states:

> *"To the full extent the Agreement allows, Region 1 withdraws any consent to discipline, suspension or removal of a Region 1 Representative or Alternate by the LNC, and reserves all rights under the Bylaws and the Agreement."*

Its censure, in paragraph 5, is directed at "the LNC members who voted for ballot 20260930-01." It could not have addressed the October 20 suspension, which had not yet occurred.

The October 20 Meeting

Notice of the October 20 special meeting was sent on October 15, 2026, the day the SIC adopted its Final Report. On October 20, the LNC took up the Report [Exhibit D]. The LNC Chair recognized Mr. Martin to speak on it. The LNC then adopted each charge and specification by roll call. It adopted four resolutions: an adjourned meeting for trial, a citation to appear, a suspension pending trial, and the appointment of trial managers. It then adopted the Report as a whole. The citation resolution provides for trial under "Policy Manual Section 1.01.4, which the Region 1 Regional Chairs adopted by consent in the 2026–2028 Regional Agreement for Region 1."

Before the suspension resolution was moved, Mr. Martin raised a point of order that suspension pending trial was beyond the authority of the LNC. The LNC Chair ruled the point not well taken. Mr. Martin appealed, and the LNC sustained the ruling, 14–2–1. The suspension resolution reads:

> *"Resolved, that from the time official notification of this resolution is delivered to Mr. Austin Martin until disposition of the case, his right to post to the LNC public list and LNC email lists and to vote on National Committee business is suspended, and the Region 1 Alternate shall exercise those rights."*

On Mr. Martin's point of order that there had been no discussion, the LNC Chair extended time for discussion by two minutes. Mr. Martin then ceded his seat to the Region 1 Alternate. PM 1.01.1 permits that substitution when a Representative cedes his seat "for the entirety of an agenda item," and the LNC Chair declined to recognize Mr. Martin again on that item. The Alternate was recognized in debate and cast Region

1's vote. The resolution was adopted by roll call, 15–2–1. The LNC adjourned at 10:51 p.m. Eastern, to reconvene for trial on November 21, 2026.

The Author of the Provision Addressed the LNC Before the Vote

During the public comment period on October 20, Ms. Caryn Ann Harlos told the LNC that she wrote the suspension and removal provision of the Region 1 Agreement [Exhibit D, video at 11:05 to 13:07]. She said:

> *"I am the author of that provision in the Region One agreement, and this alternate interpretation that Mr. Martin is putting forward is absolutely incorrect. And I know that personally because I discussed it, that, with Mr. Martin. That provision was originally put in there because the region did not want to be part of what they considered, quote unquote, 'LNC drama' when a person committed misconduct against the LNC, which at that time was a representative that leaked one confidential memo. And they were like, if it's misconduct against the LNC, the LNC should be able to handle it. Regional autonomy includes letting them put into their agreement ceding their proxy power to the LNC. And region agreements are fixed at the time of region formation. They can be changed at the next region formation, but not until then."*

She added that she "had discussions with all the chairs," and that "Mr. Martin decided to keep that provision in there knowing full well what it meant."

Conduct After the Vote

Official notification of the October 20 resolution was delivered to Mr. Martin by email at 11:36 p.m. Eastern on October 20. At 11:42 p.m., he responded to that email. At 11:47 p.m., eleven minutes after notice, Mr. Martin wrote to the Entire LNC list and the public forwarder:

> *"Attention anyone who wants their messages forwarded!! Pledge to send $50 to the LP and the Mises Caucus each, and I will prioritize forwarding your message before they cut off my access."*

The message linked to the same Mises PAC fundraising page named in Charge IV [Exhibit G]. At 1:22 a.m. Eastern on October 21, he forwarded his July 28, 2026, endorsement thread, the conduct charged in Charge II, to the public list through the forwarder [Exhibit H]. Both messages were sent after the suspension of his right to post to the LNC lists had taken effect.

The October 25 Resolution

On October 25, 2026, the Executive Committee adopted the following:

> *"Resolved, that from the passage of this resolution until disposition of the case, all of Mr. Austin Martin's rights as an LNC member (except as they relate to the trial) are suspended pending disposition of the case."* [Exhibit D]

It passed by roll call, 8–0–0, as new business with previous notice. The Executive Committee "may meet with one (1) day notice." [PM 1.02.7(5)].

The Petitioner's Account

The Petitioner states that the October 20 motion suspended Mr. Martin "from his position as Region 1 Representative." It did not. It suspended two rights and left the seat with Mr. Martin. The Petitioner also states that the Region "overwhelmingly voted for a motion to censure the LNC for taking this action against Mr. Martin." The Region's censure concerns ballot 20260930-01, the forwarder restriction, and predates the October 20 vote by six days.

Argument

Article 7.8 Gives Power Over Region 1's Representative to its State Parties and Lets Them Set the Procedure

The Petitioner starts from the right premise. A board "has only such power as is delegated to it by the bylaws or by vote of the society's assembly referring individual matters to it." [RONR 49:5]. The Petitioner also concedes that "[t]he only reason that the LNC may impose additional penalties on officers and LNC members at large is because the Bylaws authorize those penalties." The LNC agrees. The question, then, is where the National Bylaws place power over Regional Representatives.

The answer is that the National Bylaws place it with the affiliate parties, in two steps.

First, the National Bylaws Let Affiliate Parties Create Regions by Agreement

Article 7.2 of the National Bylaws governs how regions are formed, and states:

> *"The National Committee shall be composed of the following members:*
>
> *a. the officers of the Party;*

b. *five members elected at large by the delegates at a regular convention; and*
c. *any additional members as specified below:*

Any affiliate party with 10% or more of the total national party sustaining membership within affiliate parties (as determined for delegate allocation) shall be entitled to one National Committee representative and one alternate for each 10% of national sustaining membership. ***Affiliate parties may, by mutual consent, band together to form "representative regions,"*** *and each such "region" with an aggregate national party sustaining membership of 10% or more shall be entitled to one National Committee representative and one alternate for each 10% of national party sustaining membership. "Representative regions" may be formed or dissolved once every two years during a period beginning 90 days before the beginning of and ending on the second day of the national convention, and notice of new formations or dissolutions must be given in writing to the national Secretary prior to the close of the convention at which they take place."* [Emphasis Added]

The National Bylaws set a window for region formation and require notice to the Secretary. Beyond that, they say nothing about what the affiliate parties must agree to. The content of the agreement is left to them, and it is fixed when the region is formed.

Second, the National Bylaws Give the Affiliate Parties, and Only Them, the Power to Determine how their Representative is Removed

Article 7.8 of the National Bylaws covers removal and replacement of region representatives and alternates and states:

> *"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. In the absence of any such procedures, a majority vote of the state chairs comprising the region shall prevail."*

The National Bylaws do not say who must cast the votes or in what form. The default rule of a majority of the state chairs applies only "[i]n the absence of any such procedures." Where a region has set its own procedure, that procedure governs.

It should be noted what this structure means. The delegates who wrote the National Bylaws chose not to give the LNC a general power to suspend Regional Representatives, as they did for officers in Article 6.7 and for at-large members in Article 7.5. The LNC accepts that. But the delegates did not leave the power with no one. They gave it to the affiliate parties, and they chose the language of agreement ("mutual consent") to describe how the affiliate parties would organize themselves. That is a delegation "by the bylaws" in exactly the sense RONR 49:5 describes.

In the Region 1 Agreement, the State Parties Gave the LNC Two Limited Consents

Region 1's affiliate parties exercised their Article 7 authority by entering a written contract. Each element of a binding agreement is present. First, the parties had authority to bind, and they assented. Each of the eleven chairs attested: "I attest that I am authorized to enter into this agreement and contractually bind my state party thereby." Each chair signed. Mr. Martin signed on May 23, 2026, as Chair of the Libertarian Party of Hawaii. The text of the Removal section was identical to the 2024–2026 agreement [Exhibits A and B]. Second, the parties exchanged promises and defined the performance they expected. Each state pooled its sustaining membership toward the 10% threshold and received a share of the Region's representation in return. Each accepted the Agreement's duties, its voting rules, and its limits on withdrawal. The Representatives must keep "to all of the fiduciary duties required by the Libertarian National Committee." Finally, the Agreement took effect, and it runs for a fixed term. It "shall become effective upon filing with the Secretary of the national Libertarian Party." It was filed, and Region 1's Representatives were seated on that basis. It runs for the term, "subject to any deadlines imposed by the national Party Bylaws for final formation of a representative region for a term."

Because it is a Contract, Ordinary Rules of Interpretation Apply

The words are given their plain meaning. The document is read as a whole, so that each provision has effect. Specific terms control general ones. RONR applies the same principles to bylaws and states that they "have equal application to other rules and documents adopted by an organization." [RONR 56:68]. The first of them is the rule of specificity: "A general statement or rule is always of less authority than a specific statement or rule and yields to it." [RONR 56:68(3)]. Those rules decide the questions that follow.

Suspension Pending a Removal Vote is Part of the Removal Power

The Petitioner argues that a suspension is "the same exclusion under a temporary or preliminary label" as a removal. The LNC agrees that 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. RONR states the rule: "[a] provision granting certain privileges carries with it a right to a part of the privileges, but prohibits a greater privilege." [RONR 56:68(5)]. A power to remove a Representative carries with it the lesser power to suspend him while his removal is pending.

How the Affiliate Parties Allocated that Power

The Removal section assigns that power in three measures. First, the Regional Chairs may remove a Representative by majority vote. The vote must be electronic, include every chair, and stay open at least three days. Second, the LNC may remove a Representative under the at-large procedure. That removal is not appealable to the Judicial Committee, and the vacancy is "held in abeyance for ten days to allow the Regional Chairs to re-appoint the removed Representative." The at-large procedure also provides for suspension pending trial. Third, the LNC may vote to suspend LNC membership rights pending a removal vote. It may do so only "during the investigation period prior to a removal vote" and only "if necessary to protect the LNC from breaches of fiduciary duty."

This is a delegation, not an abdication. The affiliate parties kept their own power to remove a Representative at any time. They kept a ten-day check on any removal by the LNC. What they handed to the LNC was narrow: on the one hand the Agreement consents to the at-large procedure, and on the other it consents to a temporary suspension, during a pending proceeding, for a stated purpose. When the LNC acts within that grant, it carries out "the act of the affiliate parties," as National Bylaws Article 7.8 requires.

The National Bylaws Permit this Delegation of Power

The usual objection to a delegate passing power on is that the power was entrusted to it personally. That objection has no force here. Article 7.8 does not entrust removal to any particular body. It provides that the voting procedure "shall be determined by the regions." Region 1 determined its procedure in the Removal section, and that procedure includes votes by the LNC. An agreement in advance among all the affiliate parties, fixing how and by whom a defined power will be used, is their act. The Agreement is how the affiliate parties act together. Its Voting section governs the chairs' business under it, such as a removal by majority vote. It does not displace the consent the same parties gave, in the same document, to a vote by the LNC. Nor does the LNC's

judgment of necessity make the act the LNC's own. The chairs set the conditions. The LNC applies them, as any party acting under a grant must.

Region 1's Procedure is the Affiliate Parties' Act

Article 7.8 requires "the act of the affiliate parties." It leaves the procedure for that act to the regions, and it names the state chairs only as a default "[i]n the absence of any such procedures." Region 1's procedure has every affiliate party give its consent in advance and set the conditions. It also keeps the power of the region chairs to remove and a ten-day check on any removal by the LNC. Region 1 was governed by that procedure for the full 2024–2026 term and readopted it word for word in 2026. A board may act under delegated authority where it is "authorized by the bylaws." [RONR 49:12]. Here Article 7.8 supplies that authorization.

The Author of the Provision Confirmed its Purpose before the Vote

Ms. Harlos told the LNC on October 20 that the provision was written because "if it's misconduct against the LNC, the LNC should be able to handle it," and that "[r]egional autonomy includes letting them put into their agreement ceding their proxy power to the LNC" [Exhibit D]. The LNC does not rely on Ms. Harlos as an authority. The text controls. But her account, given to the LNC before it acted, matches the text.

Mr. Martin has also described the clause as valid. On October 19, 2026, he wrote to the Entire LNC list: "The problem is not the clause. It functions validly as written; it is not void. If the chairs consented to the process through region procedure, then it would be perfectly proper. This allows us to outsource disciplinary action to the LNC." [Exhibit I] The chairs did consent through region procedure. They did so when they signed the Agreement.

The Delegation of Power Needs No Further Vote of the Chairs

In fairness to Mr. Martin, the same message argues that the clause applies only when "the chairs could invoke LNC disciplinary process by vote." The contract contains no such condition. Read as a whole, it shows that the parties knew how to reserve a check for the region chairs when they wanted one. For removal by the LNC, they wrote the ten-day re-appointment window. For suspension, they wrote no check at all. Giving that difference effect is the ordinary rule that each provision of a contract is presumed to have a purpose. RONR states the same rule for bylaws: "There is a presumption that nothing has been placed in the bylaws without some reason for it." [RONR 56:68(4)]. The Judicial Committee used this same kind of comparison in the *LPNH v. LNC (2026)*

appeal, when it read National Bylaws Article 5.6 against the stricter language of Article 14.5. That decision does not bind the Judicial Committee, but its reasoning applies here. The author of the provision agrees. She told the LNC that Mr. Martin's "alternate interpretation" is "absolutely incorrect," and that she knows so "because I discussed it, that, with Mr. Martin."

The October 20 Resolution Met Both Consents

A party acting under delegated authority must stay within the terms of the grant. The LNC did, under each of the Region's two consents. The at-large consent comes first, because it is sufficient by itself.

The Region's Consent to the At-Large Procedure Independently Authorizes the Suspension

The first consent of the Removal section is that 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," except that such a removal is not appealable to the Judicial Committee. Those procedures are in National Bylaws Article 7.5 and PM 1.01.4. PM 1.01.4 provides that an at-large member may be disciplined "as per the Bylaws Article 6.7 and 7.5, for cause, by the trial procedure outlined in the parliamentary authority," as modified by its rules. One of those rules reads: "The accused's rights of membership, except as they relate to the trial, may be suspended by a two-thirds (2/3) vote upon the adoption of the charges and pending the disposition of the charges." [PM 1.01.4(2)]. That rule took its current form on January 3, 2025, more than a year before the chairs signed the 2026–2028 Agreement. It is no answer that a suspension is not itself "a removal vote." PM 1.01.4 is titled "Removal from Office," and rule (2) is one of the procedures that govern the process leading to that vote.

The October 20 resolution met it. It was adopted upon the adoption of the charges. It runs until disposition of the case. It passed 15–2–1, well over two-thirds of the votes cast and more than two-thirds of the entire National Committee. The at-large procedure excludes the subject of the vote from voting. Region 1's seat voted through the Alternate, against the resolution. That changed nothing. Without that vote, the resolution passed 15–1–1. Nor did the LNC owe Mr. Martin fourteen days' notice before acting. PM 1.01.4(1) modifies "the trial procedure," and its notice is notice of the trial. The citation resolution gave Mr. Martin notice on October 20 of a trial set for November 21, thirty-two days later. The LNC relied on this consent expressly that evening, in a citation resolution that provides for trial under "Policy Manual Section 1.01.4, which the Region 1 Regional Chairs adopted by consent in the 2026–2028 Regional Agreement for Region 1."

The Specific Suspension Consent

The second consent of the Removal section is the specific consent to suspension. It has four conditions, and the October 20 resolution met each of them.

First, the grant requires "a vote by the LNC." The full LNC adopted the resolution at a noticed special meeting, by roll call, 15–2–1 [Exhibit D].

Second, the vote must come "during the investigation period prior to a removal vote." The resolution was adopted with the charges, after the investigation that produced them and before the vote that will decide them. Trial, at which the LNC will vote on removal, is set for November 21, 2026.

Third, the suspension must be "necessary to protect the LNC from breaches of fiduciary duty." The LNC adopted the SIC Final Report and its Recommendation 4, which calls for the suspension "as necessary to protect the LNC from further breaches of fiduciary duty, pursuant to the consent given in the Region 1 Agreement" [Exhibit C].

Fourth, the grant reaches only "LNC membership rights." The resolution suspends only the right to post to the LNC lists and the right to vote. The Region 1 Alternate exercises those rights.

The Investigation Period Runs Until the Removal Vote

The grant does not say "during the investigation." It says "during the investigation period prior to a removal vote." The drafters defined the period by its end point, the removal vote. If they had meant only the work of an investigating committee, the words "prior to a removal vote" would add nothing. Read so that every word has effect, the period runs from the opening of the investigation until the LNC votes on removal. Nor does this reading leave the words "investigation period" without work. They define the start point. No suspension may be voted on before an investigation begins. The words "prior to a removal vote" say when it closes. RONR follows the same structure even if the start point is different. A suspension is adopted with the resolution preferring charges, at the close of the investigation, and runs "pending disposition of the case." [RONR 63:26].

That reading also matches the provision's purpose, which its author described to the LNC before the vote. A suspension that had to end the moment charges were adopted, weeks before the trial it protects, would make little sense. The LNC adopted the

suspension at the point the provision was written for: after the investigation produced charges and before the vote that will decide them.

The Necessity Finding is the LNC's Own

The motion carried out Recommendation 4 of a Report that every member had received on October 15 and that was before the LNC throughout the meeting. Minutes later, the LNC adopted the Report itself, and with it the Report's findings. Those findings include the following:

- Mr. Martin offered to resign his seat in exchange for $65,000 in contributions to a private political committee, through a fundraising page bearing his name. He paired the offer with threats of financial and reputational harm to the LNC if it were refused. The SIC charged this as a breach of the duty of loyalty in PM 1.07.4(C)(III) [Charge IV, Exhibit C].
- He made that offer through his LNC email account to the Entire LNC list and the public list. The Report found that "[i]n addition to constituting a breach of fiduciary duty, this email also violates the Policy Manual's prohibition on using LNC email addresses for personal enrichment."
- He used the LNC public list, a Party asset, to publish accusations of federal crimes against named LNC members and Party members, which the LNC Vice-Chair warned "opens us to extreme legal liability."
- Prior censures did not change his conduct. On September 13, 2026, he wrote: "I am teaching you all a masterclass in minority tactics — pay attention!!"

To be fair, the only speech in favor of the motion on October 20 did not use the words "fiduciary duty." However, that does not matter. The basis for a body's action is the record before it, not the remarks of one member in a two-minute debate. That record was the SIC Final Report, which every member received on October 15 and which the LNC adopted the evening of October 20.

The Remedy Fits the Purpose of the Grant

The breach charged in Charge IV was committed through the LNC email lists. The resolution suspends Mr. Martin's right to post to those lists. The breach concerned a personal interest in conflict with the LNC's. A member who has offered to trade his seat for contributions to a private political committee has a personal stake in every vote that bears on that seat. The resolution suspends his vote while that charge is pending. The suspension is no broader than the risk the grant allows the LNC to address.

Later Events Confirmed the Finding

The finding rests on the record before the LNC on October 20. What followed does not supply that basis, but it confirms it. Official notification was delivered at 11:36 p.m. Eastern on October 20. At 11:42 p.m., Mr. Martin replied that the LNC "simply do[es] not have this power." At 11:47 p.m., he wrote to the Entire LNC list and the forwarder: "Pledge to send $50 to the LP and the Mises Caucus each, and I will prioritize forwarding your message before they cut off my access." He linked the same Mises PAC page named in Charge IV [Exhibit G]. Eleven minutes after notice, he offered priority access to an LNC channel in exchange for contributions to a private political committee. That is the breach the LNC found it needed to prevent.

Either Reading Leads to the Same Result

On the LNC's reading, the specific consent covers the suspension from the opening of the investigation until the removal vote. On a narrower reading, the specific consent covers only the period before the charges are adopted. If so, the at-large consent covers the rest. It permits suspension from the adoption of the charges until their disposition, by a two-thirds vote. Either way, the Region consented to the suspension the LNC adopted, and the October 20 resolution met the terms of the consent that applies. The Judicial Committee does not need to choose between the readings.

The LNC Did Not Have to Cite Each Provision It Satisfied

Recommendation 4 refers to "the consent given in the Region 1 Agreement." That reference does not name one sentence of the Removal section, and the Removal section contains both consents. The question under Article 7.12 is whether the decision "contravenes specified sections of the bylaws," not whether the motion cited every authority for it. In any event, the LNC invoked PM 1.01.4 by name the same evening, in the citation resolution adopted minutes before the suspension. The suspension then passed by the two-thirds vote that PM 1.01.4(2) requires.

The LNC Decided the Question of its Authority before it Acted

Mr. Martin raised the question by point of order, and the LNC sustained the LNC Chair's ruling against him, 14–2–1 [Exhibit D]. The LNC did not act in ignorance of the objection the Petitioner now makes. It heard the objection and rejected it by roll call.

The Resolution Honors Article 7.8

The Petitioner argues that "[t]he LNC cannot evade the exclusive regional authority established in LP Bylaws Article 7, Section 8 by effecting the same exclusion under a temporary or preliminary label." The LNC agrees with the principle. It did not evade Article 7.8. It acted under the affiliate parties' own grant, which is how Article 7.8 is satisfied. The resolution also stays within the limits the grant sets.

- Mr. Martin remains the Region 1 Representative. No one has been seated in his place.
- Region 1's vote has not been taken away. Under the resolution, "the Region 1 Alternate shall exercise those rights." The Alternate is the Region's own choice under the Agreement. The LNC did not choose her. Article 7.2 of the National Bylaws gives each region an Alternate, and National Bylaws Article 13 and PM 1.01.1 provide for the Alternate to act in the Representative's place. She is also the chair of one of Region 1's affiliates and a signatory of the Agreement. On October 20 she held Region 1's seat and cast its vote.
- The suspension ends on its own terms, at "disposition of the case." If the LNC later votes to remove Mr. Martin, the ten-day re-appointment window protects the Region's final say.

The Agreement draws the same line the Petitioner draws. It treats suspension as a lesser measure of the removal power, with its own limits, and it leaves final removal subject to the Region's re-appointment check. The LNC used the lesser measure, within its limits.

The Region could not Withdraw or Narrow its Consent in the Middle of the Term

The Petitioner does not argue that the Region withdrew its consent. The LNC addresses the point anyway, because the Region's October 14 resolution is in the record and the Judicial Committee may wish to consider it.

The Resolution Limits Itself to What the Contract Allows

Paragraph 8 withdraws consent only "[t]o the full extent the Agreement allows," and it "reserves all rights under the Bylaws and the Agreement." The Region did not claim that the contract had ended or that the clause was void. In Finding 8, it argued only that "[t]he consent clauses in the Region 1 Agreement do not reach this restriction," meaning the October 8 forwarder ballot. The question, then, is how much withdrawal the contract allows.

The National Bylaws Fix a Region's Terms for the Term

National Bylaws Article 7.2 lets affiliate parties "band together to form 'representative regions'" by "mutual consent." It then sets the only time that consent may be given or taken back:

> *"'Representative regions' may be formed or dissolved once every two years during a period beginning 90 days before the beginning of and ending on the second day of the national convention."*

Notice of a formation or dissolution must be given in writing to the Secretary. The Region 1 Agreement is the mutual consent by which Region 1 was formed. Its terms are the terms of that formation. The National Bylaws provide no other time and no other process for changing them. Region formation does not reopen until shortly before the 2028 National Convention.

The Rules of Interpretation Confirm It

Article 7.2 authorizes two specific acts, formation and dissolution, at one specific time. "If the bylaws authorize certain things specifically, other things of the same class are thereby prohibited." [RONR 56:68(4)]. Rewriting the terms on which a region was formed is of the same class. A withdrawal of part of the consent that formed the Region is, to that extent, a dissolution of it, and the National Bylaws allow dissolution only in the specified window. It should be noted that Article 7.2 is a grant of authority with a time attached, not a prohibition. As such, RONR 56:68(6), which permits "what is less than the limitation," does not apply to it. A reading that let the parties rewrite their terms at any time would also leave the specified window with no work to do, contrary to the presumption "that nothing has been placed in the bylaws without some reason for it." [RONR 56:68(4)].

The Agreement is Written the Same Way

The Agreement has no amendment clause. Each chair signed it to "contractually bind my state party." It runs for the term, "subject to any deadlines imposed by the national Party Bylaws for final formation of a representative region for a term." It allows one change during the term, and only on its own conditions: "a state affiliate can only join or withdraw with a majority consent of all of the other state signatory affiliates through their State Chairs." The parties fixed at formation the one way the Region's makeup could change mid-term. They provided no way to change its terms. The withdrawal clause is itself one of the terms fixed at formation and filed with the Secretary. It confirms the rule rather than departing from it.

Article 7.8 Does Not Let a Majority Undo the Region's Procedure in the Middle of the Term

Article 7.8 provides that the voting procedure for removal "shall be determined by the regions." Region 1 determined it in the Agreement, and each chair signed that Agreement to "contractually bind my state party." Article 7.8 does not provide that a majority of the chairs may later set that determination aside. Its majority rule applies only "[i]n the absence of any such procedures." Here the procedures exist.

The Agreement's Voting Section Does Not Change This

The Voting section sets out how the Regional Chairs decide matters under the Agreement, such as the removal of a Representative by majority vote. It requires that a vote be electronic, include every chair, and stay open at least three days. It does not say that the chairs may change the Agreement's terms by majority vote. Where the drafters meant to control a change that affects the other parties' bargain, they said so expressly, as in the clause that limits a state's withdrawal. A rule for deciding business under a contract is not a power to rewrite it.

The Judicial Committee Need Not Decide More

The Region did not claim to amend the Agreement. Its resolution withdrew consent only "to the full extent the Agreement allows," **and the Agreement allows none**. The Judicial Committee therefore need not decide whether all the affiliate parties, acting together, could change the Agreement in the middle of a term. No such act is before the Judicial Committee. The October 14 resolution passed with ten votes, and Mississippi abstained [Exhibit E].

The Region Cannot Reinterpret the Grant After the LNC Acted On It

RONR 56:68(1) provides that "[e]ach society decides for itself the meaning of its bylaws." That rule does not give the Region the last word on the Agreement, for three reasons. First, the same rule provides that "[a]n ambiguity must exist before there is any occasion for interpretation." The LNC's reading follows from the text. If the Judicial Committee has any doubt about where the investigation period ends, the at-large consent makes that doubt immaterial. Second, the Agreement is not a rule that a society adopted for itself. It is a grant by eleven state parties to the LNC. One side to a grant cannot decide its meaning against the other after the other has acted on it. Where a question of meaning must be resolved in reviewing a decision of the National Committee, the Judicial Committee resolves it under Article 7.12. Third, the Region has not tried. Its October 14 resolution interpreted the consent only as to the forwarder

ballot, and it withdrew consent only "to the full extent the Agreement allows." As shown above, the Agreement cannot be amended before the 2028 formation window. A later resolution that reinterprets the consent to narrow it would change the Region's procedure by another name. The Region cannot do that in the middle of the term, whatever the resolution is called.

No Later Act of the Region Could Reach Back to October 20 or End the Suspension

The LNC opened its investigation on September 13, 2026, with the consent in force and unchallenged, and it voted on October 20 under the terms then in effect. Article 7.12 asks whether "a decision of the National Committee contravenes specified sections of the bylaws." A decision that complied with the National Bylaws when it was made does not come to contravene them because of later events. If the Region's position changes, the proper course is a motion in the LNC to rescind or modify the suspension. It is not a decision of the Judicial Committee voiding a resolution that was valid when adopted. The suspension's duration was also fixed when it was adopted. It runs "until disposition of the case," as PM 1.01.4(2) permits. And as shown above, the Region cannot adopt a new procedure in the middle of the term. Article 7.2 fixes the terms of its formation, including its procedure, until the next formation window.

The Region's Own Conduct Confirms the Consent

Region 1's chairs did more than stay silent. They readopted the consent, word for word, in May 2026, after it had governed the Region for a full term. They raised no objection when the LNC opened its investigation on September 13. They acted on October 14, a month into the investigation and the day before the SIC was due to report. Even then, they withdrew consent only to the extent the Agreement allows (and it allows none), and their findings addressed only the forwarder ballot. A party that renews a term with full knowledge of it, and then stays silent while the other side relies on it, has accepted that term. Ms. Harlos told the LNC that she "had discussions with all the chairs" when she wrote the provision, and that "Mr. Martin decided to keep that provision in there knowing full well what it meant."

It should be noted that the LNC does not ask the Judicial Committee to disregard the Region's views. The contract gives the Region real protections. The Regional Chairs may remove a Representative by majority vote at any time. If the LNC removes a Representative, the chairs may re-appoint that person within ten days. Those protections remain fully in force. What the Region may not do is keep the representation the contract gave it while setting aside one of the terms on which it agreed to that representation.

The Executive Committee's October 25 Resolution Served the Same Delegated Purpose

Why a Second Resolution was Needed

The October 20 resolution suspended Mr. Martin's right to post to the LNC lists. It did not end his technical ability to do so, and it did not end his use of his official LNC email account. Eleven minutes after notice, he posted to the Entire LNC list and the forwarder anyway. At 1:22 a.m. Eastern on October 21, he did so again, forwarding his July 28 endorsement thread to the public list. A suspension of rights alone was not stopping the conduct the grant allows the LNC to prevent.

The Executive Committee Acted for the LNC Between Meetings

Article 7.1 of the National Bylaws provides that:

> *"The National Committee shall have control and management of all the affairs, properties and funds of the Party consistent with these bylaws. The Libertarian National Committee shall establish and oversee an organizational structure to implement the purposes of the Party as stated in Article 2. The National Committee shall adopt rules of procedure for the conduct of its meetings and the carrying out of its duties and responsibilities.* ***The National Committee may delegate its authority in any manner it deems necessary."*** [Emphasis Added]

Under PM 1.01.3, the Executive Committee "shall exercise all powers of the LNC between LNC meetings, when urgency demands a more immediate time frame than when the LNC can next meet." The urgency was plain. Mr. Martin resumed posting within eleven minutes of notice, and the LNC was not set to meet again until the trial on November 21. An email ballot of the LNC would have stayed open for seven days unless every member voted sooner. [National Bylaws Article 13]. Notice of the Executive Committee's motion was given after that conduct. On October 25, it suspended Mr. Martin's rights "except as they relate to the trial" until disposition of the case. That served the same purpose the LNC had found necessary on October 20. Its wording also tracks PM 1.01.4(2), which permits suspension of "[t]he accused's rights of membership, except as they relate to the trial," pending disposition of the charges. The Region consented to that procedure in the Agreement. The Executive Committee acted five days after the charges were adopted, to complete a suspension the LNC had begun upon their adoption, and it did so unanimously.

The October 25 Resolution Left the LNC's Decision Intact

The October 20 resolution remains in force, unchanged. The Executive Committee acted on conduct that came after October 20 and that the LNC had not considered. PM 1.01.3 reserves to the LNC the right "to rescind decisions of the Executive Committee." The LNC has not done so.

A Grant to the LNC Includes Its Executive Committee

The Region's grant should be read against the rules that governed the LNC when the chairs signed it. Parties to a contract are presumed to know the established procedures of the body they deal with. Here, the Agreement goes further. It refers expressly to "the procedures outlined in the national Party Bylaws and Policy Manual for a removal vote by the LNC." PM 1.01.3 was part of those procedures in May 2026. It has read the same way since July 31, 2022. A grant to "the LNC," made with that rule in view, reasonably includes the LNC acting through its Executive Committee between meetings.

In fairness to the Petitioner, the grant refers to "a vote by the LNC." The LNC acknowledges that the Executive Committee's authority under the grant is a fair question. It is a narrow one. The Executive Committee is not a new delegate. It is the LNC's own body for acting between meetings, under a rule the Agreement itself incorporates. Article 7.1 of the National Bylaws authorizes the LNC to delegate in that way. The question does not touch the validity of the grant or of the October 20 resolution.

Either Way, the October 20 Resolution Stands

The two resolutions are independent. Even if the Judicial Committee voided the later one, the earlier one would remain in force. The Petitioner's second request, that Mr. Martin's rights "be fully restored," would not follow.

The Petitioner's Other Authorities Do Not Change the Result

The Petitioner's RONR Arguments Misread the Source of the Power

- *RONR 49:5.* The rule asks whether the power was delegated "by the bylaws." It was. The National Bylaws delegated it to the affiliate parties, and the affiliate parties delegated part of it to the LNC. The Petitioner objects to a so-called "blanket rule" and insists on a separate referral in each case. Article 7.8 contains no such requirement.

- *RONR 49:15.* The Petitioner treats this paragraph as a general limit on board discipline. It is narrower than that. It concerns order at board meetings. A board "may protect itself against breaches of order by its members during board meetings," and in that setting "the maximum penalty which may be imposed upon a disorderly member of the board is that he be required to leave the meeting room during the remainder of the meeting." The suspension does not punish disorder at a meeting. It rests on conduct outside any meeting, found by the SIC and adopted by the LNC. It should also be noted that the same paragraph opens by placing the board under "the society's bylaws." In any event, 49:15 describes a board's own power. The LNC is not using its own power. It is using power delegated by the holders of the Article 7.8 authority, on their terms.
- *RONR 56:68(4).* The Petitioner relies on the rule that "[i]f the bylaws authorize certain things specifically, other things of the same class are thereby prohibited." Articles 6.7 and 7.5 define the LNC's own power over officers and at-large members. Article 7.8 concerns a different class: the affiliate parties' power over their own Representatives. Nothing in Articles 6.7 or 7.5 limits what the affiliate parties may agree to do with that power. As shown above, the next rule in the same paragraph confirms that the power to remove includes the lesser power to suspend pending removal.
- *RONR 56:68(6).* To the extent the Petitioner relies on this rule, it permits "what is less than the limitation." It prohibits nothing the LNC did. Nor can it be read to place suspension outside the removal power without conflicting with RONR 56:68(4) and (5).
- *RONR §63.* The Petitioner faults a public statement that RONR permits suspension pending trial. The SIC Final Report cites RONR 63:13 for that point, and the citation is correct. That paragraph provides for an investigating committee to recommend resolutions preferring charges, arranging for a trial, and, "if desired, suspending the rights of the accused." RONR 63:26 adds that the suspension may reach "all or some specified portion of the accused's authority, rights, and duties as an officer or rights as a member (except those rights that relate to the trial) pending disposition of the case," effective "from the time official notification of the resolution is delivered." The rule is not limited to officers. It reaches a member's rights as well. The October 20 resolution was a partial suspension of two of Mr. Martin's rights as an LNC member, effective on notice. Notice was delivered to Mr. Martin at 11:36 p.m. Eastern that night. However, the LNC does not rest on RONR alone. It cites §63 for the form and timing of a suspension pending trial, not as the source of the power. The power to suspend a Regional Representative rests on the affiliate parties' delegation to the LNC.

Phillies v. LNC

Prior decisions of the Judicial Committee do not bind it. The Petitioner cites *Phillies* only to show that the Judicial Committee has heard an appeal before trial, and the LNC does not dispute that. *Phillies* also concerned the LNC's charges against, and suspension of, its own Secretary. That was an exercise of the LNC's own power over an officer. Here, the LNC is exercising power delegated to it by Region 1's affiliate parties. And the Petitioner expressly does not challenge the charges: "the petitioner does not address the merits of the charges and/or specifications in this petition."

The LNC Chair's September Ruling

The Region's resolution notes that, in September 2026, the LNC Chair ruled out of order a motion to suspend Mr. Martin's LNC email "as a suspension of a member's right without due process." The LNC anticipates that the Petitioner may rely on it. That ruling is consistent with the delegation argument. In September, none of the grant's conditions had been met. There was no investigation report, no charge, and no finding of necessity, and no one invoked the Region's consent. On October 20, all of those were in place. Mr. Martin had also been interviewed by the SIC, and on October 15 the LNC had given notice of the meeting at which the charges and the suspension would be considered.

To be clear, the LNC does not argue that it could have suspended Mr. Martin in September. A delegate may act only when the terms of its grant are met. In September they were not. On October 20 they were.

Conclusion

This case is simpler than the Petitioner makes it. The National Bylaws do not let the LNC remove or suspend a Regional Representative on its own, and the LNC has never claimed that power. They give it to the region’s state parties and let them decide how it will be used. Region 1's eleven state parties decided. In a signed agreement that binds each of them, they kept their own power to remove their Representative and shared a limited part of it with the LNC. Mr. Martin signed that agreement himself. On October 20, the LNC used that shared power exactly as the Agreement allows. Both the general consent to the at-large procedures and the specific consent to suspension authorized what it did. The LNC acted by its own vote, upon adoption of the charges, by well over two-thirds, and before any removal vote. It suspended only two rights, and Region 1's own Alternate now exercises them. The Region cannot undo, in the middle of the term, what it agreed to at formation. The Petitioner treats the Region's own agreement as an intrusion on the Region’s own authority. The LNC did what Region 1 agreed it could do.

The Petitioner asks the Judicial Committee to protect Region 1's choice by denying it entirely. The Judicial Committee should decline.

As such, the National Committee respectfully requests that all the Petitioners' requests for relief be denied.

Respectfully Submitted,

Jonathan McGee
On behalf of the Libertarian National Committee

Respondent Exhibits

Exhibit A: 2026-2028 Region 1 Agreement

Exhibit B: 2024-2026 Region 1 Agreement

Exhibit C: SIC Final Report

Exhibit D: October 20 and 25 Draft Minutes, October 20 Meeting Video at Harlos Timestamp

Exhibit E: October 14 Region 1 Resolution

Exhibit F: Mr. Martin Posting After Expiration of Forwarder Restriction

Exhibit G: Public List Post (Mises PAC) After Notice Delivered

Exhibit H: Public List Post (Endorsement) After Notice Delivered

Exhibit I: Martin Analysis of Region 1 Agreement