

# **Libertarian National Judicial Committee**

Petitioner:

Libertarian Party of Wisconsin Executive Committee, et al.

vs

Respondent:

Region 1 Representatives: Adam Haman and Roman Garcia, et al.

**Re: Libertarian Party of Wisconsin Region 1 Agreement Dispute**

Amicus Curiae Brief in opposition of Petitioner and in the interests of  
Libertarian Party of Wisconsin Chair Stephen Ecker

by

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## Parliamentary Misinformation

The petitioners have made several statements, relating to meeting procedure, that are inaccurate and that have a bearing on the issues at hand. These issues are the that the Chair could not legitimately sign the Regional Agreement and that, even if he could, the Executive Committee (ExComm) of the Libertarian Party of Wisconsin (LPWI) has taken legitimate action to reverse this action. Further, the petitioner has claimed:

I would also like to remind the LNC Judicial Committee that LPWI Bylaw interpretation is at the sole discretion of the LPWI body, and not in scope of the LNC Judicial Committee. Any issues with the LPWI ExCom interpretation can be brought up to the LPWI Judicial Committee.

It is this, somewhat bizarre, claim that will be disposed of first.

The reason this claim is bizarre is that neither the LPWI Constitution nor the Bylaws create an “LPWI Judicial Committee.” It currently exists only in the petitioner’s imagination. Further, the rule is found in the parliamentary authority, the current edition of *Robert’s Rules of Order Newly Revised*, 12<sup>th</sup> ed. (RONR),<sup>2</sup> which is established in Article V, Section 1 of the Bylaws. Contrary to the implicit claim, RONR notes:

Each society decides for itself the meaning of its bylaws. When the meaning is clear, however, the society, even by a unanimous vote, cannot change that meaning except by amending its bylaws. An ambiguity must exist before there is any occasion for interpretation (56:68 1).

There is no ambiguity, as the Chair clearly had the power to sign the agreement under the existing rules. Without ambiguity, there can be no interpretation.

Article II, Section of the Bylaws designates the Chair “chief executive officer of the Party, holding the powers of administration pertaining to the ordinary business affairs of the Party... .” The petitioner claims that the term “ordinary business” is ambiguous and that the term “ does not have a well-defined meaning in RONR.” The term does, however, have a solid

definition in RONR and the word “ordinary” has a specific meaning in another source, the English language.

RONR defines “ordinary business” in the context of the annual meeting, where certain things, e.g. elections, are required to happen because of a directive in the bylaws. It says:

The only difference between this kind of annual meeting and the other regular meetings is that the annual reports of officers and standing committees, the election of officers, and any other items of business that the bylaws may prescribe for the annual meeting are in order, besides the ordinary business that may come up (9:22, emphasis added).

It is clear in this context that “ordinary business” is business that is **not** mandated to come before the assembly at a specific meeting by virtue of a bylaw directive. There is **no** bylaw or constitutional requirement for the entering a regional agreement be considered at a specific meeting. The decision to enter into a regional agreement is part of that broad category of business that is not required to be conducted at any particular meeting.

The word “ordinary” is an adjective modifying the word “business.” “Ordinary” has a definition in English. Its meaning, as defined in *Black’s Law Dictionary*<sup>3</sup>, is “Regular; usual; normal; common; often reoccurring; according to established order; ... (p. 1097).” The decision to join a region is “regular” and “usual.” It occurs under the National Libertarian Party (NLP) Bylaws once every two years (Article 7.2.c); it is “normal” for the state to enter into a region and states commonly do enter regional agreements, with most states doing so. It is certainly “reoccurring,” happening every two years and is so “established” in the national LP Bylaws.

The term “ordinary business” is unambiguously defined in context in RONR as something that need not be brought up at any specific meeting; the entering into a regional agreement is “ordinary business.” Entering into the agreement, which is regular, usual, recurring, and established, is “ordinary.” In short, the Chair has the authority to act on this, *ceteris paribus*.

While the Bylaws grant the Chair the authority to act on the agreement, the Constitution of the LPWI Constitution, Article V, Section 2, does give the ExComm very broad authority, noting:

The Executive Committee shall be responsible for the control and management of all the affairs, properties, and funds of the Party consistent with its by-laws and any resolutions which may be adopted in Convention. Only the Executive Committee may spend the monies of the Party.

Even in the opinion of the amicus, that could be reasonably be interpreted to permit the ExComm to issue binding instructions on the “control and management of all the affairs” of the Party and to require the chair to bring any regional agreement to the ExComm before signing the agreement. They did **not** do that however. They could have done this as a singular motion, applying to only regional formation in 2024, at any point between the formation of the previous region and the formation of the current one. For two years, the ExComm could have taken this action, but they did **not**.

At the May 19, 2024 meeting, the Chair, Stephen Ecker, announced that he had signed the Region 1 agreement. At this point, it would have been in order to instruct the Chair to withdraw his name; it would have been by a main motion, by majority vote. Such a motion was in order and is “ordinary business.” By the petitioner’s own filing, they did **not**, writing:

During the ExCom meeting where he [the Chair] finally informed us, two members spoke out against the chair’s decisions and lack of consulting the ExCom, however, since there was no notification, there wasn’t a coordinated way to address the issue at the moment.

Had they wished to act in a “coordinate way” the majority had the ability to schedule an adjourned meeting, which is a continuation of the meeting, and reconvene several days later (RONR 9:17); this adjourned meeting would not need additional notice (RONR 22:9).<sup>4</sup> Again, either through ignorance or incompetence, they did **not** do it.

On May 20, 2024 some ExComm members claimed to have called a “meeting.” The Chair may call meetings of the ExComm, but he must give three weeks’ notice (Bylaws, Article III, Section 1.); this notice was well less than three weeks. RONR notes that a rule protecting absentees, like a notice requirement, cannot be suspended if any member is absent (25:10); it also notes that any action that violates a right of absentees is null and void (23:6 e). The record submitted by the petitioner indicates that neither member Thomas Leary, nor his alternate, Joe Kexel, were present. There was an absentee and the meeting was void.

Something is made by the petitioners of the clause in Article V, Section 2 of the Bylaws, “The Executive Committee may suspend Robert’s Rules of order to suit the Party’s needs.” In fact, most rules in RONR can be suspended, according to RONR (52:2 2). For the ExComm to exercise this Bylaw, it must be assembled in a properly called, quorate, meeting. As indicated, the “meeting” was not properly called and is void. The ExComm could not exercise its ability to “suspend Robert’s Rules of order” at this meeting.

In conclusion, the ExComm had about **two years** to issue instructions to the chair in regard to the regional agreement. The ExComm had the ability to, **at the meeting** where the regional agreement was announced, to reverse the Chair’s legitimate decision. The ExComm could have adjourned the May 19, 2024 to an **adjourned meeting at a future time**. The ExComm of the LPWI did **none** of these things. Because of the repeated failure of the members of the ExComm to act, they are now asking the Judicial Committee to fix their repeated failures. They also ask that their individual failure be spread around to the other states in Region 1, thus depriving these other affiliates of their just representation.

The amicus strongly encourages the Judicial Committee of the Libertarian Party to reject the claims of the petitioners.

## End Notes

<sup>1</sup> The amicus became a bylaw sustaining member of the Libertarian Party on June 14, 2024 and had signed the NAP December 11, 2023, upon joining the Michigan affiliate.

<sup>2</sup> Robert, Henry M., *Robert's Rules of Order Newly Revised*, 12th Edition. Eds. Sarah Corbin Robert, Henry M. Robert, III, William J. Evans, Daniel H. Honemann, Thomas J. Balch, Daniel E. Seabold, Shmuel Gerber, New York: Public Affairs, 2020.

RONR notes that the 12th Edition is “intended automatically to become the parliamentary authority in organizations whose bylaws prescribe ‘Robert’s Rules of Order,’ ... (vii).”

<sup>3</sup> Nolan, Joseph R., and Jacqueline M. Nolan-Haley, *Black's Law Dictionary*, 6<sup>th</sup> edition. St. Paul: West, 1990.

<sup>4</sup> The amicus will note, with intense irony, that he has written an article on adjourned meetings, published in a peer reviewed journal on the usage of adjourned meeting that appears online: [https://issuu.com/parliamentarians/docs/np\\_76\\_1](https://issuu.com/parliamentarians/docs/np_76_1)

This citation is provided largely to show that the material is widely available the information is, with due diligence.