

Libertarian Party of Wisconsin Region 1 Agreement Dispute Petition

Subject

The Libertarian Party of Wisconsin's (LPWI) participation in the region 1 was not authorized, per the LPWI bylaws, which means that the regional agreement is null and void, therefore it was not a consensual agreement needed per the Libertarian National Committee (LNC) bylaws.

Several members of the LNC were notified of the unauthorized signing.

We also stated our removal from the agreement to the chairs and vice chairs of the states in the region, before the applicable deadline. The agreement stated it took effect after applicable deadlines, so our removal from the region was within the agreement terms, and therefore, applicable as well.

Ruling Requested

In accordance to Article 8, Section 2, Part D (the basis for the subject matter jurisdiction of the Committee), we are seeking the JC to void the LNC decision to ratify the Region 1 agreement that took place at the LNC meeting on May 23rd, 2024, and any other action that gives the agreement validity, as it pertains to Wisconsin. The ratification not only was out of precedent, it was known to multiple members of the LNC (See email.pdf in supporting documentation, sent May 21st) that the LPWI Executive Committee did not authorized the signing,

therefore, it lacks the needed “mutual consent” for a regional agreement, violating Article 7-2c:

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.

Wisconsin demands our removal from Region 1 along with the removal of the applicable “party sustaining membership” from the region, along with the removal of a representatives if the 10% of party sustaining membership threshold is not met after the removal of Wisconsin from Region 1, per LNC bylaws.

Petitioners:

The Libertarian Party of Wisconsin and The Libertarian Party of Wisconsin Executive Committee

Affected Parties:

LNC Representatives:

Region 1 Representatives: Adam Haman and Roman Garcia

Region 1 Alternates: Andrew Chadderdon and Nick Shawhan

The following state affiliates:

AK, AZ, CO, HI, ID, KS, KY, MI, MN, MT, NE, NM, NV, OR, WI

Details

The Chair of the Libertarian Party of Wisconsin (LPWI) signed the Region 1 agreement without authorization from the Executive Committee (ExCom). He did not consult the ExCom and kept silent for

over a week before he informed the ExCom of his actions. During the ExCom meeting where he 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. Following the announcement, there was a meeting to discuss the issue, hosted, and called in order, by the LPWI Chair, and it was confirmed unanimously (other than the chair) that the chair had no authorization to sign the agreement, that the chair's actions were against the bylaws, and he did not have consent of the ExCom. He was also directed to withdraw.

Meeting minutes:



LPWI 5.20.24
Special Meeting.doc

Also found here:

<https://petition.lpwi.org/LPWI%205.20.24%20Special%20Meeting.docx>



2024-05-20
attendance.pdf

Also found here: <https://petition.lpwi.org/2024-05-20%20attendance.pdf>

To address the issue of “ordinary business,” changing regions has never been an “ordinary business” item, and previous ExCom meetings provide precedent. In 2020, the issue was discussed and voted on. This meeting included Stephen Ecker. In 2022, after notifying an updated agenda item to change regions, a mere days before the ExCom, there was a huge outcry from many members of the ExCom and members of the party due to the “late notice”. There was much discussion on the

item, including from our current chair, Stephen Ecker. The meeting most likely had a record attendance at the ExCom that included both ExCom members and party members, and was likely also a record length meeting due to this topic. This is not an “ordinary business” item.

The meeting minutes, including Mr. Ecker’s involvement is documented here:



2022-05-22 -
minutes merged.pdf

Also found here: <https://petition.lpwi.org/2022-05-22%20-%20minutes%20merged.pdf>



2020-05-17 - LPWI
Minutes - Merged.p

Also found here: <https://petition.lpwi.org/2020-05-17%20-%20LPWI%20Minutes%20-%20Merged.pdf>

A video of both meetings, with far more detail, is available on request.

Without the context of previous ExCom meetings, “ordinary business” does not have a well-defined meaning in RONR, which means that LPWI ExCom has the sole discretion of what that meaning is, again, per RONR. We can concede a renewal may be ordinary business, but fundamentally changing an agreement is not. Despite its schedule, there is nothing “ordinary” about the decision. It is also stated in our bylaws that the ExCom is in “control and management of all the affairs [...] of the party”. Which makes it clearly the jurisdiction of the ExCom.

Furthermore, the agreement was signed with a possible financial obligation that, again, the Chair is not authorized to make. Our bylaws clearly show that the ExCom is responsible for funds, and spending money of the party, but the agreement binds us to a negotiation that, in the end, is out of the control of the LPWI ExCom.

LPWI Constitution and Bylaws:



lpwibylaws.pdf

Also found here: <https://www.lpwi.org/bylaws>

And here: <https://petition.lpwi.org/lpwibylaws.pdf>

Constitution Article V Section 2

1. 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. Executive Committee members will be elected by a simple majority of the members attending the Annual Convention during odd-numbered years. The Executive Committee shall take office immediately upon close of the Annual Convention in which it is elected and serve for two years, until the final adjournment of the next odd-numbered year Annual Convention No secret meeting will be held by the members of the Executive Committee of the Party; all meetings will be open to all Party members. The Executive Committee of the Party shall be composed of the following:

1. The four elected officers of the Party.
 2. Two members-at-large of the Party elected at a state Convention.
 3. A Congressional District Member and Alternate from each-congressional District in the State of Wisconsin as elected from and by Party members residing within each particular Congressional District. The Executive Committee may appoint an interim member until such time as an election is held by Party members residing within the District in question. If the Executive Committee chooses to leave the office vacant, then that office shall not affect the number required for a Quorum. If a Congressional District member and/or Alternate fails to attend 3 consecutive Executive meetings, that position shall be declared vacant.”
2. All members of the Executive Committee must be members in good standing of the Party.
 3. All voting concerning LPWI Party business must be recorded in a manner making each Executive Committee member’s vote available to the membership. No secret votes.

By-Laws ARTICLE IV – Finance and Accounting

1. The Executive Committee shall cause an efficient system of accounts to be installed and maintained.
2. The Executive Committee shall have the power to designate the depository of all funds of the Party and shall appoint such officers and employees as in its judgment may seem advisable to deposit and withdraw from said depository.
3. The Executive Committee shall designate an annual audit.

4. It shall require a 90% approval of all the voting members of the Executive Committee to incur debt on behalf of the party.
5. It shall require a 2/3 majority of the Executive Committee to spend any amount greater than \$6000 on any one line item.



Region 1
Agreement Draft (1).

Also found here:

[https://petition.lpwi.org/Region%201%20Agreement%20Draft%20\(1\).docx](https://petition.lpwi.org/Region%201%20Agreement%20Draft%20(1).docx)

Region 1 agreement:

Region 1 agreement “Travel Compensation”: It is anticipated that the LNC will meet in-person at least two times a year which poses a financial obligation on the representative(s) in order to attend. The Regional Chairs agree that upon election of any Regional Representative, they will enter into a separate agreement, *if requested by the Regional Representative*, for either the Regional Representative or the Regional Alternate to attend each meeting at a maximum amount of \$1,000 per meeting spread amongst the Regional States for a maximum of two meetings per year, whether or not the LNC meets more frequently. This separate agreement may allocate the cost-sharing equally or proportional upon the percentage of national sustaining membership in the Regional States.

After the meeting discussing the lack of authorization, the LP Secretary was notified of the lack of authorization, and therefore non-consent of the agreement and the findings of the meeting. The LNC Bylaws dictate that the agreement must be signed with consent. Our notice was disregarded.

Email Notice:



Also found here: <https://petition.lpwi.org/Email.pdf>

LNC Bylaw Article 7 Section 2, Part C: “Affiliate parties may, by mutual consent, band together to form ‘representative regions,’ [...]”

We also stated our removal from the agreement to the chairs and vice chairs of the states in the region, before the applicable deadline of region formations. The agreement stated it took effect after applicable deadlines, so our removal from the region was within the agreement.

Region 1 Agreement “Effective Date of Agreement”: After this agreement has come into effect and subject to any deadlines imposed by the national Party Bylaws for final formation of a representative region for a term, a state affiliate can only join or withdraw with a majority consent of all of the other state signatory affiliates through their State Chairs.

We call on the LNC Judicial Committee to absolve Wisconsin of the regional agreement, and rectify Region 1’s representation on the LNC. 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.

