

**MINUTES OF THE MEETING OF THE EXECUTIVE COMMITTEE
OF THE LIBERTARIAN PARTY OF NEW YORK
HELD ON THURSDAY, MARCH 10, 2022 ON THE ZOOM MEETING APP**

MEMBERS PRESENT

William Cody Anderson, Chair
Anthony D’Orazio, 1st Vice-Chair
Duane J. Whitmer, 2nd Vice-Chair
Lora L. Newell, Treasurer
Andrew M. Kolstee, Secretary
Gabrielle S. Cordova, Member-At-Large
Pietro S. Geraci, Member-At-Large
Paul M. Grindle, Member-At-Large
Richard F. Purtell, Member At-Large

MEMBERS ABSENT

Robert M. Arrigo, Member-At-Large

OBSERVERS

Morry C. Davis, Judicial District 1
Christopher M. Olenski, Judicial District 6
Marc A. Smith, Judicial District 7
Michael R. Rebmann, Judicial District 8
William A. R. Grimble, Orleans County Vice-Chair
Joseph J. Colon, Sullivan County Contact
Justin N. Carman, National Credentials Committee Representative

The meeting was called to order at 8:33 p.m. by William Cody Anderson, Chair. Secretary Andrew Kolstee conducted a roll call and determined that a quorum was present.

The Chair declared the motion to censure Rebecca Lau from the February 22, 2022 meeting to be out of order since Rebecca Lau is not a member of the State Committee.

Motion by Duane Whitmer to **enter into a retainer agreement with the Law Office of Gary L. Donoyan and authorize William Cody Anderson to sign the retainer agreement (Exhibit 1) for a new lawsuit regarding allowing out of state petitioners** was seconded by Richard Purtell and debated. Motion by Lora Newell to **amend the motion to allocate the expenditure of five hundred dollars (\$500) for the legal retainer** was seconded by Richard Purtell and passed by voice vote. The original motion to **enter into a retainer agreement with Law Office of Gary L. Donoyan and authorize William Cody Anderson to sign the retainer agreement (Exhibit 1) for a new lawsuit regarding allowing out of state petitioners and allocate the expenditure of five hundred dollars (\$500) for the legal retainer** passed by voice vote.

Motion by Andrew Kolstee to **renew the appointment of Jame VanDewalker as County Contact of Allegany County for a three-month term set to expire on June 22, 2022** was seconded by Lora Newell and passed by voice vote.

Motion by Andrew Kolstee to **accept the resignation of Fredy Calvache as County Contact of Bronx County on March 7, 2022** was seconded by Richard Purtell and passed by voice vote.

Motion by Andrew Kolstee to **renew the appointment of Christian Beachler as County Contact of Greene County for a three-month term set to expire on June 13, 2022** was seconded by Lora Newell and passed by voice vote.

Motion by Andrew Kolstee to **renew the appointment of Joseph Sabin as County Contact of Herkimer County for a three-month term set to expire on June 13, 2022** was seconded by Duane Whitmer and passed by voice vote.

Motion by Andrew Kolstee to **renew the appointment of Matthew Guilianelli as County Contact of Oneida County for a three-month term set to expire on July 10, 2022** was seconded by Richard Purtell and passed by voice vote.

Motion by Andrew Kolstee to **renew the appointment of Joseph Colon as County Contact of Sullivan County for a three-month term set to expire on June 20, 2022** was seconded by Lora Newell and passed by voice vote.

Motion by Andrew Kolstee to **renew the appointment of Brian Wells as County Contact of Washington County for a three-month term set to expire on June 22, 2022** was seconded by Lora Newell and passed by voice vote.

Motion by Pietro Geraci to **adjourn** was seconded by Lora Newell and passed by voice vote.

The meeting was adjourned at 8:56 p.m. without objection.

Andrew Martin Kolstee,
Secretary

Exhibit 1 (page 1 of 6)

RETAINER AGREEMENT

This agreement dated March __, 2022, is made between THE LIBERTARIAN PARTY OF NEW YORK, whose address is _____, New York _____ ("You" or "Your"), and the LAW OFFICE OF GARY L. DONOYAN, whose address is 565 Plandome Road, #209, Manhasset, New York 11030 ("We" or "Our"), and concerns the prosecution of a suit to be brought in a U.S. District Court for a declaratory judgment and permanent injunction, seeking to permit the use of non-duly qualified New York voters as witnesses to signatures on independent nominating petitions that are filed with the New York State Board of Elections, or local boards of elections under its direction, against the Commissioners of the NYSBOE for their violation of the Free Speech Clause of the First Amendment to the U.S. Constitution due to their enforcement and threatened enforcement of New York Election Law 6-140(1)(b).

We are pleased that you have engaged our law office as your legal counsel. Our representation is limited to the matter as described herein. To the extent you wish to engage our office to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact Gary L. Donoyan prior to signing this engagement agreement.

SCOPE OF REPRESENTATION: We have been engaged to represent the Libertarian Party of New York, and Cody Anderson as its Chair, in connection with the above-described suit. We will also represent _____, LPNY candidate for _____, and _____, a _____ resident, but we do not represent any other individuals or entities who are a party to or have an interest in the suit, all of whom should engage their own counsel for legal advice or services. You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter, and a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

Our duties are limited to the following:

- Preparing, filing and serving the complaint, order to show cause and memorandum of law in support of a motion for preliminary injunction, enjoining the NYSBOE and local boards of election under its direction from enforcing Election Law 6-140(1)(b) as against you and all others similarly situated;
- Taking all necessary steps to obtain such a preliminary injunction, including court appearances and document creation, filing and service, with the understanding that particular results are not guaranteed;
- Obtaining documentary, testamentary and other evidence from the NYSBOE and third parties, and responding to demands for discovery from the NYSBOE as necessary;
- Making, pursuing and opposing motions during the pendency of the suit as necessary;
- Preparing for and conducting the trial of the suit; and

Exhibit 1 (page 2 of 6)

- In the event of a favorable result, taking all necessary steps to recover the costs of the suit as against the NYSBOE Commissioners, including expenses and attorneys' fees paid and incurred, with the understanding that particular results are not guaranteed.

LIMITED SCOPE OF REPRESENTATION: The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

FEES AND BILLING STATEMENTS: We will submit a bill to you every month. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" provision of this agreement for further information.

On the basis of our time, charges are as follows:

\$450.00 per hour for the services of Proprietor Gary L. Donoyan.

In consideration of our services, in matters in which the fee is based on time charges, we shall require a retainer of \$500.00, which shall constitute our minimum fee for the services to be rendered. The retainer is to be applied to our disbursements.

From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary or other cost increases. We will, of course, notify you of such adjustments.

I will handle this matter personally. Other individuals may assist with the suit from time to time or even assume the suit as lead attorney. The use of junior lawyers, paralegals, and law clerks results in a direct savings to you, since they can more economically perform tasks which do not require the attention of a senior attorney. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact us to discuss these issues.

It is our policy to describe services performed in a detailed manner so that you may be able to understand fully the services and the charges. If there are any questions relating to the services or the charges, we will be pleased to discuss them with you at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, you agree to notify us in writing or email within 30 days of receiving our billing statement if you dispute any entry for legal services or charges on any billing statement. In the absence of any written objections thereto within 30 days of your receipt of a billing statement, you will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

Exhibit 1 (page 3 of 6)

In addition, if as a result of our engagement, we are required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation, or dispute involving you or any related persons, you are responsible for costs and expenses reasonably incurred by us (including professional and staff time at then-scheduled hourly rates and reasonable attorneys' fees and costs incurred by us).

EXPENSES: In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

FAILURE TO PAY: You may have a right to arbitrate fee disputes under Part 137 of the Rules of the Chief Administrator (22 NYCRR 137.1 et seq.).

RESPONSIBILITIES OF LAW OFFICE AND CLIENT: We will provide only legal services, as previously described in the "Scope of Representation" and "Limited Scope of Representation" sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly, and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantially injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court administrative body.

Exhibit 1 (page 4 of 6)

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If at any time during the course of this representation your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

TERMINATION: You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

ELECTRONIC DATA COMMUNICATION AND STORAGE: In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications

Exhibit 1 (page 5 of 6)

hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our office makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

FILE RETENTION AND DESTRUCTION: At the conclusion of this matter, we will retain your legal files for a period of six years after we close our file. At the expiration of the six-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

NO GUARANTEE OF SUCCESS: It is specifically acknowledged by you that this law office has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorneys' fees, costs, or any other aspects of this matter. All of this law office's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

CLIENT REVIEW OF THIS AGREEMENT: You have a right to have this engagement agreement reviewed by another law office prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of and away from this law office prior to signing it. You understand that this law office is not retained until the signed original engagement agreement is returned to the law office, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law office, we appreciate the opportunity to represent you in this matter.

Exhibit 1 (page 6 of 6)

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

Cody Anderson, as Chair of the Libertarian
Party of New York

[Client Signature]

[Date]

LAW OFFICE OF GARY L. DONOYAN

Gary L. Donoyan, Proprietor