

**IN THE COURT OF APPEALS
SEVENTH APPELLATE DISTRICT
STATE OF OHIO**

MATTHEW SHELDON)	
)	
Plaintiff-Appellant,)	
)	
v.)	Appellate Case No. C250020
)	
OHIO ASSOCIATION OF PUBLIC)	
SCHOOL EMPLOYEES/AMERICAN)	
FEDERATION OF STATE, COUNTY)	
AND MUNICIPAL EMPLOYEES,)	Trial Court Case No.2025CVH30642
LOCAL 541 CARROLLTON)	
EXEMPTED VILLAGE SCHOOLS,)	
et al.,)	
)	
Defendant-Appellee.)	<u>REPLY BRIEF OF APPELLANT</u>

I. Summary

SERB makes two primary arguments. First, that SERB is not a necessary party to this case and that Appellant is asking it to issue an advisory opinion. This argument fails because SERB is a necessary party under Ohio's declaratory judgment statute and Appellant simply asks SERB to admit what it has said in other cases—that it will not adjudicate these claims. And second, SERB argues that Appellant should file his claims in SERB. But SERB is not an available forum since Plaintiff's claims are not unfair labor practices. As such, Appellant respectfully requests that this Court reverse the lower court's decision.

II. Facts

Appellant Matthew Sheldon filed an Amended Complaint in Common Pleas Court seeking

declaratory relief relating to his membership contract with his former union, American Federation of State, County, and Municipal Employees, Ohio, Council 8, AFL-CIO (“the Union”). (R. 8). Appellant is seeking a declaration that his membership contract with the Union—the contract that permitted the Union to continue to withdraw dues from his paycheck even after his Union membership had ended—is invalid and imposes an impermissible penalty under Ohio law. Fundamentally, Mr. Sheldon seeks a forum in which he can bring his contractual claims. Accordingly, Appellant named SERB as a defendant to answer whether or not it has jurisdiction over the types of claims Appellant alleged in his complaint. In April, the trial court issued an order granting the Union’s Motion to Dismiss. (R. 21).

III. Law and Argument

A. Ohio’s declaratory judgment statute requires SERB involvement in this case.

SERB insists that Appellant misjoined it to this case and is asking it to issue an advisory opinion. SERB Response at 4. But that’s not the case. Plaintiff had to include SERB in this suit to satisfy Ohio’s declaratory judgment statutory requirements. The law requires that “all persons who have or claim any interest that would be affected by the declaration shall be made parties to the action or proceeding.” R.C. 2721.12(A). “[O]nly those persons who are legally affected are proper parties to a lawsuit,” and “[a] party is legally affected by a cause of action if the party has a legal interest in rights that are the subject matter of the cause of action.” (Citation omitted.) *Rumpke Sanitary Landfill, Inc. v. State*, 2010-Ohio-6037, ¶ 14. Here, SERB has a legal interest in the Court’s determination. Regardless of the Court’s decision, it will affect SERB’s jurisdiction and power to adjudicate claims. Thus SERB must be involved in this case to speak for itself and either advocate for or disclaim its jurisdiction.

B. Appellant does not ask SERB to issue an advisory opinion.

SERB correctly states that “courts [or administrative tribunals] will not issue advisory opinions.” SERB Response at 4, citing *Kline v. Newton Falls*, 2023-Ohio-3841, ¶ 11 (11th Dist.). But SERB wrongly claims that Appellant does not seek relief from SERB, as Appellant brought a declaratory judgment action. *See id.* “[A] declaratory judgment is a binding adjudication of the contested rights of litigants, though unaccompanied by consequential relief, whereas an advisory opinion is merely the opinion of a judge or judges of a court, which adjudicates nothing and is binding on no one.” *State ex rel. Draper v. Wilder*, 145 Ohio St. 447, 455 (1945). Appellant sought a binding adjudication on the issues presented, including the jurisdiction of this Court versus the jurisdiction of SERB. Appellant did not not ask SERB to rule on the merits of the claims, just to state or deny its jurisdiction to hear them. Thus, there is a live controversy between the parties.

Ohio’s declaratory judgment statute authorizes anyone with an interest in a,
written contract, or other writing constituting a contract or any
person whose rights, status, or other legal relations are affected by a
constitutional provision, statute, rule . . . contract, or franchise may
have determined any question of construction or validity arising
under the instrument, constitutional provision, statute, rule,
ordinance, resolution, contract, or franchise and obtain a declaration
of rights, status, or other legal relations under it.

R.C. 2721.03. Appellant, in bringing this case, sought to clarify his rights under the supposed contract with Defendant Union *and* his rights under the statute that controls SERB, R.C. 4117.11. It is true that Appellant’s primary dispute is with the Union, seeking a judgment that the supposed contract between him and the Union violates Ohio contract law. But Appellant also seeks a

declaration of his rights under R.C. 4117.11 to know whether this the Court of Common Pleas can adjudicate those claims. That is one of the the controversies Appellant brought before the lower Court.

C. Appellant does not have any other forum to bring these claims.

SERB insistists that Appellant has another forum to pursue his claims—SERB. SERB Response at 5. But SERB has said in previous cases that the claims Plaintiff brought are not unfair labor practices. And more specifically in its reply to Appellant’s brief in opposition to SERB’s motion to dismiss, SERB asserted that “no statute involving SERB’s legal duties is involved or being challenged.” (R. 19 at 3); *see also* Def. SERB’s Reply to Plaintiff’s Memo. Oppo. to SERB’s Mot. To Dismiss, *Chandler v. OAPSE*, C.P. Stark, No. 2025CV00690 (filed May 8, 2025) (same).¹ Further, similarly situated plaintiffs have brought similar claims before both SERB and courts of common pleas, only to be turned away. *See, e.g., Darling*, 2024-Ohio-2181 (10th Dist.), and *Littlejohn*, C.P. Hamilton, No. 24-03410.

SERB’s assertion in *Sheldon* and *Chandler* evidences its view that SERB does not have jurisdiction over these contract claims. That supports the Court of Common Pleas jurisdiction over such contract claims. While SERB may argue that this justifies its dismissal from this case, SERB’s statement should be read as a disclaimer of jurisdiction, meaning the Court of Common Pleas is the only forum available to Appellant.

IV. Conclusion

For the above reasons, the Court of Common Please Dismissal should be reversed.

¹ *Chandler* is an ongoing case.

Respectfully submitted,

/s/ Jay R. Carson

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CERTIFICATE OF SERVICE

This will certify that a true and accurate copy of the above brief has been served by e-mail to counsel of record for Defendants this 14th day of August 2025.

/s/ Jay R. Carson

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One of the Attorneys for Appellant