IN THE COURT OF APPEALS
SEVENTH APPELLATE DISTRICT
STATE OF OHIO

MATTHEW SHELDON

Plaintiff-Appellant,

v.

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 541 CARROLLTON EXEMPTED VILLAGE SCHOOLS, et al.,

Defendant-Appellee.

Case No. 2025CA00985

REPLY BRIEF OF APPELLANT MATTHEW SHELDON

I. Summary

The Union's arguments fail for multiple reasons, but fundamentally it focuses on what it characterizes as the "style" of Plaintiff's claims rather than addresses them on their merits. Further, the Union concedes that if the Plaintiff's allegations are true, then it committed an unfair labor practice against him. *See* Union. Br. at 8. Given the number of cases pending on nearly identical facts, the Union's stipulation to this point would resolve the question of where these claims should be heard. Finally, the Union confuses issues, focusing on the dues deductions, the symptom if you will, and ignores the actual disease—the enforceability of the alleged contract for membership.

For these reasons, this Court should reverse the Common Pleas Court's Dismissal.

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). Mr. Sheldon 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, Mr. Sheldon named SERB as a defendant to answer whether it has jurisdiction over the types of claims he alleged in the complaint. In April, the trial court issued an order granting the Union's Motion to Dismiss. (R. 21).

III. Law and Argument

A. Mr. Sheldon did not *style* his claims as contract claims—they *are* contract claims.

One of the Union's primary arguments is that Mr. Sheldon is attempting to circumvent SERB by styling his claims as common law contract claims instead of unfair labor practices. *See* Union Br. at 12. But SERB disclaimed jurisdiction over identical claims in *Littlejohn*, 2023-ULP-12-0146. So Mr. Sheldon is pursuing his private contract claims case in common pleas court, which plainly has jurisdiction to issue declarations regarding the validity of parties' rights under a contract. *See* R.C. 2721.03.

Further, comparing this case to *Lakewood* shows that Mr. Sheldon has even stronger arguments for the Common Pleas Court's jurisdiction than the *Lakewood* plaintiff. It is of no help to the Union's argument that the *Lakewood* Court held that its "decision in th[at] case

does *not* mean that a party may bring any claim for a violation of a collective-bargaining agreement in a court of common pleas." (Emphasis in original.) *Ohio Council 8, AFSCME, AFL-CIO v. Lakewood*, 2025-Ohio-2052, ¶ 19. Where *Lakewood* revolved around the CBA, this case revolves around the contract Mr. Sheldon signed with the Union, independent of the CBA. *Id*; (R. 8).

Through R.C. 4117, "the General Assembly 'established a comprehensive framework for the resolution of public-sector labor disputes by creating a series of new rights and setting forth specific procedures and remedies for the vindication of those rights.'" Union Br. at 8, quoting *Franklin Cnty. Law Enf't Ass'n v. Fraternal Order of Police, Capital City Lodge No. 9*, 59 Ohio St.3d 167, 169 (1991). *Lakewood* involved a dispute over the plaintiff's right to arbitration, which was a right created by the CBA and R.C. 4117. *Lakewood*, ¶ 14. Contrarily, Mr. Sheldon's right to contract with the Union was not created or governed by R.C. 4117 or any statute. That right is derived from the common law. Despite how *Lakewood*'s facts were entangled with the CBA and R.C. 4117, the Court interpreted R.C. 4117.11, in conjunction with R.C. 4117.09(B)(1), narrowly to allow the Court of Common Pleas to take jurisdiction. *Id.* at ¶ 13. So should this Court. And here, the facts have nothing to do with the CBA.

B. The Union fixates on the dues deductions issues, but that is only a symptom of the contractual dispute.

The Union's decision to continue charging Mr. Sheldon dues despite acknowledging that he is no longer a Union member was certainly a catalyst for this suit. Yet, it is not the primary problem Mr. Sheldon seeks to rectify. Rather, it is the contract, as a whole, that the Union claims allows it to collect post-termination dues over Mr. Sheldon's objection without offering any benefit

in exchange and with no relations to any actual loss by the Union. (R. 8).

Properly reading *Lakewood* supports addressing this issue in court. In *Lakewood*, the Ohio Supreme Court reversed the Eighth District for its opinion that reads much like the Union's arguments here. (Citation omitted.) *Lakewood*, ¶ 8–9.

> The Eighth District stated that while the union was not explicitly seeking relief under R.C. Ch. 4117, it was substantively alleging that the city had interfered with [the employee's] collective-bargaining rights by refusing to arbitrate the grievance under the CBA.... Therefore, according to the court of appeals, the union's claims were entirely dependent on and fell directly within the scope of the collective-bargaining rights created by R.C. Ch. 4117 and were therefore under the exclusive jurisdiction of SERB.

(Citation omitted.) *Id.* at ¶ 9. Similarly, the Union insists that Mr. Sheldon "plead[s] facts alleging that OAPSE committed an unfair labor practice" and, as such, his "claims must be brought in SERB." Appel. Br. at 15.

But the Court rejected that reasoning, finding that "the union's claim[s]... would exist even if R.C. Ch. 4117 said nothing" on the matter. *Lakewood*, at ¶ 16. The same is true here. Mr. Sheldon's claims are contract claims related to his right to contract with the Union and the remedies for breach of that contract, not his rights under R.C. 4117. Just as "a party to a collective-bargaining agreement 'may bring suits for violation of agreements ... in the court of common pleas,'" a party to a contract may bring suit for violation of the contract in the court of common pleas. *Id.* at ¶ 17, quoting R.C. 4117.09(B)(1). Indeed, as Mr. Sheldon argued below and in his initial brief, his

declaratory and contractual claims were cognizable long before R.C. 4117's enactment and would exist regardless of whether the General Assembly had ever enacted it.

The Union's characterization of the case, focusing on its instruction to the school to deduct dues, ignores the contract questions before the court. Stated differently, the Union argues more about its conduct that the alleged contract allowed instead of the contract itself. Plainly, Mr. Sheldon authorized the Union to instruct his employer to deduct dues from his paycheck. (R. 8.) To be clear, he challenges the validity and enforceability of that contractual obligation now that the contract is terminated. But that does not excuse the Union's conduct *after* he ended his membership. Thus, this case is about actual contractual rights, not R.C. 4117 rights in disguise.

IV. Conclusion

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

Respectfully submitted,

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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 21st day of August 2025.

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