IN THE SUPREME COURT OF OHIO

CINDY DuPUIS, Plaintiff, and TIFFANY BINDER, Plaintiff-Appellant, vs. AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2174–TOLEDO PUBLIC SCHOOL DISTRICT, et al., Defendants-Appellees.	)	Case No. On Appeal from the Sixth District Court of Appeals, Lucas County Court of Appeals Case No. {48}L-25-00292

MEMORANDUM IN SUPPORT OF JURISDICTION OF APPELLANT TIFFANY BINDER

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INTRODUCTION

This case presents the question of public and great general interest of where—if anywhere—public employees can adjudicate contractual challenges to the validity or enforceability of their union membership and dues deduction contracts. This Court has already granted jurisdiction in *Sheldon v. OAPSE*, No. 2025-1708, to address the question presented.[1] Because this case and *Sheldon* are based on substantially similar facts and present the same question, the Court should grant jurisdiction in this case and hold it pending the Court's decision in *Sheldon*, or in the alternative, grant jurisdiction and consolidate it with *Sheldon*. While Mrs. Binder's[2] claims are against AFSCME, Mr. Sheldon's are against OAPSE. Thus, accepting this case allows the Court to speak definitively to unions generally.

The courts below held that Mrs. Binder's exclusive remedy is to file an unfair labor practice charge with SERB. By contrast, SERB, in a nearly identical case, declined to address contractual claims like those Mrs. Binder brought in the common pleas. It explained that the union's continued dues deduction from public employees' paychecks after the employee withdrew from the union did not violate R.C. Chapter 4117. It is no surprise that SERB did not address the common law contract claims like Mrs. Binder's because it could not. That is for courts, not the limited jurisdiction SERB.

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[1] The Court also granted a jurisdictional appeal in a third nearly identical case pending the resolution in *Sheldon*. *See Vanderveer v. OAPSE*, 2026-Ohio-2550 (No. 2026-0529).

[2] Plaintiff Cindy DuPuis dismissed her claims in the court of appeals. Mrs. Binder is the only remaining appellant.

In light of these conflicting decisions, public employees seeking to assert their common law contractual rights are seemingly left with no forum to adjudicate their claims. This case, therefore, asks the Court to hold that common pleas courts have jurisdiction to hear contractual disputes between a public union and its former members over the validity of the dues deduction contracts between the former member and the public union. In so doing, the Court will decide a question of great general interest—a question that will affect the rights of every public employee who is a member of a bargaining unit—and re-affirm the Ohio Constitution's guarantee that "[a]ll courts shall be open, and every person, for an injury done him in his land, goods, person, or reputation, shall have remedy by due course of law . . . ." Ohio Const., art. I, § 16.

STATEMENT OF THE FACTS AND CASE

I. Mrs. Binder joined AFSCME via a "checkoff card," which also authorized seemingly unlimited dues deductions.

In 2021, Mrs. Binder joined the American Federation of State, County and Municipal Employees ("AFSCME") by signing a pre-written postcard-size checkoff card (the "Dues Deduction Contract"), which said that she was joining the union and authorizing her employer to deduct union membership dues from her pay and give the dues to AFSCME. In the Dues Deduction Contract, Mrs. Binder agreed to have her employer deduct "wages each pay period . . . as they may be adjusted periodically by the Union which shall be remitted to a subordinate body of AFSCME." (Compl. A-2). The Dues Deduction Contract limited Mrs. Binder's ability to withdraw her

authorization to a 15-day period before the end of the Dues Deduction Contracts one-year terms or any renewal year thereafter. (*Id.*)

II. Legal decisions have directed disaffected public employees to challenge dues deduction contracts via the state common law contract of contracts.

Mrs. Binder brought her contract claims in state court in the wake of two momentous federal court decisions, the U.S. Supreme Court's 2018 decision in *Janus* and the Ninth Circuit's 2020 *Belgau* decision. In 2018, the U.S. Supreme Court held that the First Amendment protects public-sector employees from being compelled "to subsidize private speech on matters of substantial public concern" without prior affirmative consent. *Janus v. Am. Fed'n of State, Cnty., & Mun. Emps., Council 31*, 585 U.S. 878 (2018). The Court held that mandatory agency fees as a condition of public employment were unconstitutional.

Post-*Janus*, many public employees quit their unions and demanded that the unions stop taking their dues—asserting their First Amendment rights pursuant to *Janus*. The unions allowed employees to quit, but kept taking their dues, claiming that the unions' check-off cards required members to give notice of termination of dues collection during a narrow window. In 2020, the Ninth Circuit agreed with the unions, holding that while *Janus* applied to nonunion employees who sought relief from "fair share" fees, it did not apply to employees who had recently resigned their union membership and were bound by the terms of their alleged contracts with their unions. *Belgau v. Inslee*, 975 F.3d 940 (9th Cir. 2020). The *Belgau* court held that state contract law governs these disputes. *Id.* at 950.

Federal appellate courts, including the Sixth Circuit, have thus far followed *Belgau*—holding that an employee's ability to opt out of membership dues after he or she has signed a contract with the union is governed solely by that contract and the applicable state contract law. *See, e.g., Littler v. Ohio Ass'n of Pub. Sch. Emps.*, 2022 WL 898767 (6th Cir. Mar. 28, 2022); *Bennett v. Council 31 of the Am. Fedn. of State, Cnty. & Mun. Employees, AFL-CIO*, 991 F.3d 724 (2d Cir. 2021) (following *Belgau*). Simply put, the *Belgau* line of cases held that the First Amendment concerns present in *Janus* were not present where the parties' relationship was governed by a contract between the employee and the union.

III. Mrs. Binder quit AFSCME and asked AFSCME to terminate the membership dues deductions—AFSCME refused.

On several occasions, Mrs. Binder notified AFSCME that she was opting out of her membership and no longer wanted to be a member of, or otherwise associated with, AFSCME.[3] *See* (Compl. ¶ 49). Mrs. Binder requested that AFSCME membership dues no longer be deducted from her paychecks. Mrs. Binder's request was outside of the fifteen-day opt-out window. AFSCME accepted Mrs. Binder's membership resignation and acknowledged in writing that she was no longer a member of AFSCME. (Compl. Ex. C-2). AFSCME terminated her "membership-only" benefits. But AFSCME refused to terminate Mrs. Binder's dues deductions, because—according to AFSCME—Mrs. Binder's revocation was not "made and received by the union in accordance with the union's current procedures and within

[3] Mrs. Binder left her position in April 2024 and is thus no longer paying union dues.

the window period which [Mrs. Binder] agreed to when [she] signed the authorization card." (*Id.*)

IV. Procedural History

Mrs. Binder, guided by *Belgau* and other federal cases, decided to challenge the validity of the Dues Deduction Contract based on Ohio's common law governing contracts. On July 9, 2025, Mrs. Binder sued, alleging that the Dues Deduction Contract is invalid or unenforceable under long-standing common law principles. She did not allege a violation of R.C. Chapter 4117. Specifically, Mrs. Binder's Complaint asserted four[4] causes of action against AFSCME, all sounding in Ohio's common law of contracts: (1) the Dues Deduction Contract was rescinded based on mutual repudiation; (2) the post-resignation collection of union dues amounted to unreasonable liquidated damages—i.e., an unenforceable penalty; (3) the contract is an unenforceable contract of adhesion; and (4) AFSCME has been unjustly enriched. Mrs. Binder also sought a declaratory judgment regarding SERB's jurisdiction over her contractual claims. On November 4, 2025, the trial court granted AFSCME's motion to dismiss for lack of subject matter jurisdiction. (Entry Granting Mot. to Dismiss). Although Mrs. Binder's claims arose from the common law of contracts, the trial court held that those claims, if true, were unfair labor practices, and that exclusive jurisdiction rested with SERB.

The Sixth District Court of Appeals affirmed the trial court's decision on June 5,

[4] The Complaint also included a claim based on mutual mistake of law that was asserted only by another plaintiff who is no longer a party.

2026. (C.A. Decision and Judgment). The Sixth District's decision did not substantively analyze Mrs. Binder's claims but instead affirmed the trial court by citing *Vanderveer v. Ohio Association of Public School Employees*, 2026-Ohio-964 (6th Dist.)—which addressed identical issues—as binding precedent. Mrs. Binder now timely appeals that decision.

THIS CASE RAISES A QUESTION OF GREAT PUBLIC AND GENERAL INTEREST

I. This case affects the rights of hundreds of thousands of public employees by determining where and how they can adjudicate their common-law contract disputes with their former unions.

Roughly 250,000 Ohioans are members of public unions.[5] From the *Janus* decision in 2018, through 2023, roughly 20% of public union members sought to resign from their unions. Jarrett Skorup, *Janus had Large Impact on Union Membership, Five Years Later*, https://tinyurl.com/3seujf8v (accessed June 10, 2026). The jurisdictional question before the Court has already affected countless Ohioans, and

[5] There are over 32,000 members of AFSCME Ohio Council 8, AFSCME Ohio Council 8, *About Us*, https://afscmecouncil8.org/about-us (accessed June 10, 2026); over 34,000 members of OAPSE, Ohio Association of Public School Employees, *Our History*, https://oapse.org/history/ (accessed June 10, 2026); more than 120,000 members of the OEA, Ohio Education Association, *About Ohio EA*, https://tinyurl.com/ns825pd6 (accessed June 10, 2026); close to 24,000 members of Ohio's FOP, FOP Ohio, *Welcome*, https://tinyurl.com/2e9ckwpj (accessed June 10, 2026); 13,500 members of the Ohio Association of Professional Firefighters, Jon Harvey, *HB 296, Proponent Testimony* (2023), available at https://tinyurl.com/razxb77v (accessed June 10, 2026); and 20,000 members of the Ohio Federation of Teachers, Ohio Federation of Teachers AFT, AFL-CIO, *About the Ohio Federation of Teachers*, https://tinyurl.com/yc6aty5u (accessed June 10, 2026). *See also* Brief of Amicus Curiae, Freedom Foundation et al. at 7, *Sheldon v. OAPSE*, No. 2025-1708 (citing various sources).

that number will only grow.[6] Resolving the jurisdictional question before the Court now will cut down on otherwise needless litigation by instructing both lower courts and SERB which body must hear these claims. The Court recognized the importance of answering the question presented when it granted jurisdiction in *Sheldon*.

Like the inescapable gym membership or the subscription that keeps automatically renewing, a union membership and dues deduction authorization agreement is a contract. Like any party to a contract with recurring payments, Ohio public employees with union membership contracts have contractual rights and defenses. The federal courts have instructed them to look to state courts and state law remedies. The Sixth District says Ohio's state courts have no jurisdiction. Several other districts and common pleas courts agree.[7] Yet SERB has declined to adjudicate the common law contractual rights asserted in this case. So, it seems that there is no available forum to adjudicate these claims. This case, therefore, presents an issue of great public and general interest that deserves the Court's attention—must Ohio's courts adjudicate the common law claims presented herein?

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[6] Counsel has three nearly identical cases pending throughout the state and intends to continue representing public employees wishing to end their dues deductions.

[7] *Sheldon v. Ohio Ass'n of Pub. Sch. Emps.*, 2025-Ohio-5210 (7th Dist.), *appeal allowed*, 2026-Ohio-846; *Littlejohn v. Am. Fedn. of State, Cnty., & Mun. Employees, Ohio Council 8, AFL-CIO*, 2025-Ohio-5492 (1st Dist.); and *Vanderveer v. Ohio Ass'n of Pub. Sch. Emps.*, 2026-Ohio-964 (6th Dist.).

II. This Court should accept jurisdiction to correct several courts' rulings that improperly determined that any contract dispute between a public employee and a public-sector union must be decided by SERB.

The Sixth District and other lower courts have ignored this Court's repeated instruction that "SERB does not have exclusive jurisdiction over every claim that can somehow be cast in terms of an unfair labor practice." *Keller v. Columbus*, 2003-Ohio-5599, ¶ 14, citing *E. Cleveland v. E. Cleveland Firefighters Local 500, I.A.F.F.,* 70 Ohio St.3d 125, 127–29 (1994); *see also Franklin Cnty. Law Enf't Ass'n v. Fraternal Order of Police, Capital City Lodge No. 9*, 59 Ohio St.3d 167, 171 (1991).

Indeed, the Court has specifically rejected AFSCME's view of SERB's broad pre-emption power, stating that "to hold that only SERB has jurisdiction to hear or determine anything that 'arguably' constitutes an unfair labor practice is neither a complete nor totally correct statement of the law set forth in R.C. Chapter 4117 or the decisions of this court." *E. Cleveland* at 127–29. The Sixth District's decision, which relied entirely on its prior opinion in *Vanderveer*, presents a substantial departure from this established jurisprudence and, in effect, states a contrary rule: SERB's exclusive jurisdiction extends over every contract claim that might arguably be cast as an unfair labor practice. Such an interpretation is at odds with this Court's decision in *Ohio Council 8, AFSCME, AFL-CIO v. Lakewood*, 2025-Ohio-2052. *Lakewood* affirmed that SERB does not have jurisdiction over claims that do not arise from, and are not dependent on, collective-bargaining rights created by R.C. Ch. 4117. *Id.* at ¶ 17.

III. The Sixth District's decision that Mrs. Binder's claims allege an unfair labor practice conflicts with SERB's decision that nearly identical claims did not violate R.C. 4117.11.

SERB, in a case with nearly identical claims challenging another dues deduction contract based on common law contract principles, did not address the contract claims. It determined only that "no probable cause existed *to believe the Charged Party violated R.C. 4117.11*." (Emphasis added.) *Littlejohn v. Ohio Council 8, AFSCME, AFL-CIO*, SERB No. 2023-ULP-12-01146 (June 20, 2024). And that is the crux of the matter—this is a contract claim, not a violation of 4117.11 claim. SERB obliquely referenced, without naming, *Belgau* and other federal cases, as a basis for its decision, without explaining how they were relevant. *See id.* But neither SERB's decision nor any apparently referenced federal cases addressed the charging party's, Ms. Littlejohn's, contract claims. Ms. Littlejohn, finding no relief with SERB, brought her contract claims as an original declaratory judgment action in court, only to be turned away again.

This highlights the confusion surrounding the state of the law of opt-out windows. The Sixth District, and other Ohio courts, hold that SERB has exclusive jurisdiction over Mrs. Binder's contract claims. But SERB declined to address the validity of Ms. Littlejohn's dues deduction contract, asserting only that there was no violation of R.C. 4117.11. In a substantially similar case, SERB stated that "no statute involving SERB's legal duties is involved or being challenged." SERB Reply to Mem. in Opp'n to SERB's Renewed Mot. to Dismiss at 3, *Sheldon v. OAPSE*, Carroll, C.P. No. 2025CVH30642 (Apr. 25, 2025).

As it now stands, neither SERB nor the common pleas courts will adjudicate this growing number of cases. The lack of a forum in which to pursue these contractual claims, combined with the contradictory commands of federal courts, state courts, and SERB, presents a question of great general interest.

ARGUMENT

First Proposition of Law: ***Common pleas courts have jurisdiction to adjudicate the validity of dues deduction contracts between public employees and unions because the employees' common law rights to challenge the validity of those contracts arise independent of R.C. Chapter 4117.***

I. R.C. Chapter 4117 does not govern or affect the validity of the Dues Deduction Contract.

The contract in dispute is neither the collective bargaining agreement between a public employer and the union nor a contract regulated by R.C. Chapter 4117. It is, instead, a private contract for membership and dues deduction authorization between AFSCME and Mrs. Binder, independent of their statutory relationship. It does not touch on any collective bargaining topic or relate to any collective bargaining services that AFSCME is statutorily required to provide to all employees in the bargaining unit, regardless of whether they are union members or nonmembers. It has nothing to do with their statutory relationship. Under the contract, Mrs. Binder agreed to become an AFSCME member, exchanging consideration in the form of dues for some benefits or privileges from AFSCME *beyond* the services that AFSCME is already statutorily required to provide to all bargaining unit employees. *See* R.C. 4117.03–06.

AFSCME cannot disclaim its statutory obligations or condition them on membership—or the payment of union membership dues—any more than the employees can opt out of the bargaining unit. *See Janus*, 585 U.S. at 885; R.C.

4117.03–06. The Dues Deduction Contract governs only the conditions under which employees join or resign from AFSCME and any additional benefits that are necessarily separate and apart from AFSCME's statutory obligations as the bargaining unit representative. As such, R.C. Chapter 4117 does not govern the terms or validity of the Dues Deduction Contract.

II. SERB does not have jurisdiction over Mrs. Binder's common law contract claims because Mrs. Binder's claims do not allege conduct that violates R.C. Chapter 4117.

Common law challenges to employee-union contracts are legally different from challenges to union unfair labor practices. SERB has no jurisdiction over the former, but it does over the latter. This Court recently reiterated that SERB has exclusive jurisdiction only over charges of unfair labor practices where (1) a complainant filed charges with SERB alleging an unfair labor practice under R.C. 4117.11 or (2) where a complaint in the common pleas court "alleges conduct that constitutes an unfair labor practice specifically enumerated in R.C. 4117.11." *Lakewood*, 2025-Ohio-2052, at ¶ 8. Mrs. Binder did not file in SERB, so only the second path could possibly give SERB jurisdiction. But it fails because Mrs. Binder is challenging the very validity of the Dues Deduction Contract under the common law. She is not alleging a violation of 4117, or any other statute for that matter. The Sixth District's decision ignores *Lakewood*, instead adopting an overly broad jurisdictional test, which recasts Mrs. Binder's common law challenge to the validity of the Dues Deduction Contract into a challenge under 4117. *See Vanderveer*, 2026-Ohio-964, at ¶ 30 (6th Dist.). *Lakewood* allows no such thing.

Common pleas courts have jurisdiction over civil cases. R.C. 2305.01. R.C. Chapter 4117 carves out a very narrow exception. It grants SERB exclusive jurisdiction only for statutory disputes relating to the "new rights and remedies" created by R.C. 4117. *Franklin Cnty. Law Enf't Ass'n*, 59 Ohio St.3d at 171. But "if a party asserts rights that are independent of R.C. Chapter 4117, then the party's complaint may properly be heard in common pleas court." *Id.* "[C]ommon-law contractual rights that exist independently of R.C. 4117" is a specific example of claims where SERB's jurisdiction would not be exclusive. *Id.* That is exactly what Mrs. Binder did here. She brought claims under the common law of contracts.

The test for whether SERB preempts a claim is whether the rights asserted in the claim "exist independently of R.C. Chapter 4117." *Id.* at 172. If so, "such claims may be raised in common pleas court even though they may touch on the collective bargaining relationships between employer, employee, and union." *Id.*; *see also Ohio Ass'n of Pub. School Emps./AFSCME Local 4, AFL-CIO v. Madison Local School Dist. Bd. of Edn.*, 2010-Ohio-4942, ¶ 47 (11th Dist.) ("It is well established that if a party asserts rights that are independent of R.C. Chapter 4117, then the party's complaint may be properly heard in common pleas court.").

While the Sixth District suggests that plaintiffs like Mrs. Binder *could have* sought relief under R.C. 4117.03(A)(1)'s right to "refrain from . . . assisting" AFSCME, *see Vanderveer*, 2026-Ohio-964, at ¶ 30 (6th Dist.), the fact that a statutory remedy might also exist does not oust the trial court from jurisdiction:

> Where a statute which creates a new right, prescribes the remedy for its violation, the remedy is exclusive; but when a new remedy is given by

> statute for a right of action existing independent of it, without excluding other remedies already known to the law, the statutory remedy is cumulative merely, and the party may pursue either at his option.

Fletcher v. Coney Island, Inc., 165 Ohio St. 150, 154 (1956), quoting *Zanesville v. Fannan*, 53 Ohio St. 605 (1895), paragraph two of the syllabus.

Mrs. Binder does not seek to exercise the new right or remedy created by R.C. Chapter 4117 but instead raises long-recognized contractual defenses through a declaratory judgment action. R.C. Chapter 4117 does not divest the courts of common pleas of jurisdiction simply because the facts involved in a lawsuit can "somehow be cast in terms of an unfair labor practice." *Keller*, 2003-Ohio-5599, at ¶ 14; *E. Cleveland,* 70 Ohio St.2d at 127–29.

III. Mrs. Binder's claims preexisted R.C. Chapter 4117's enactment and are thus independent of R.C. Chapter 4117.

Ohio's enactment of R.C. Chapter 4117 in 1983 did not preempt any or all claims that might relate to public employment. It was not intended "to give SERB exclusive jurisdiction over claims that a party might have in a capacity other than as a public employee, employer, or union asserting collective bargaining rights." *Franklin Cnty. Law Enf't Ass'n*, 59 Ohio St.3d at 170. While this dispute is tangential to her public employment, Mrs. Binder is not asserting any rights related to collective bargaining or pursuing causes of action created by R.C. Chapter 4117. She is asserting common law rights in her capacity as an individual as to her rights to challenge a contract, regardless of her status as a public employee.

OAPSE—an affiliate of AFSCME[8]—highlighted the contractual nature of the membership agreement when it told the Sixth Circuit Court of Appeals in *Littler v. OAPSE*—"whether a union can collect membership dues from a given employee turns on the 'private judgments' of the employee and the union." Brief of Appellee, OAPSE at 24, *Littler v. OAPSE*, 88 F.4th 1176 (6th Cir. 2023) (No. 22-4056), citing *Hoekman v. Education Minnesota*, 41 F. 4th 969, 978 (8th Cir. 2022). Indeed, "[t]he source of the unions' right to collect these dues, however, is not state authority; it is the private agreement between the unions and the employees. The unions do not collect dues 'pursuant to' any state statute." *Hoekman* at 978.

Mrs. Binder's contract-based claims arise entirely from common law, independent of R.C. Chapter 4117. The claims have nothing to do with the union's statutory duties of fair representation or to refrain from "restrain[ing] or coerc[ing]" an employee's exercise of rights under 4117. R.C. 4117.11(B)(1). In fact, R.C. 4117.11(B)(1)—on which the Court of Appeals relied—carves out an exception to union activities related to the "acquisition or retention of membership therein." *Id.* A plain reading of that statute prevents a union's enforcement of its own membership rules—as it seeks to do here—from being an unfair labor practice. And if the statute exempts certain activity from the class of unfair labor practices over which SERB has jurisdiction, it

[8] *See* OAPSE/AFSCME, *Our History*, https://oapse.org/history/ (accessed July 1, 2026) (noting OAPSE's affiliation with AFSCME since 1983). *See also Sheldon*, 2025-Ohio-5210 (7th Dist.) (listing OAPSE/AFSCME local as a defendant).

necessarily reserves jurisdiction over disputes regarding those activities to the common pleas court.[9]

Mrs. Binder's claims regarding the validity of her contract with AFSCME all arise under legal theories that were ancient in Ohio law before R.C. Chapter 4117 was a glimmer in the eyes of its drafters. *See, e.g., Irwin v. Wilson*, 45 Ohio St. 426 (1887) (rescission for mutual mistake); *Curtis v. Factory Site Co.*, 12 Ohio App. 148 (8th Dist. 1919) (recission by repudiation); *Hummel v. Hummel*, 133 Ohio St. 520 (1938) (unjust enrichment); *Miller v. Blockberger*, 111 Ohio St. 798 (1924) (recognizing unenforceability of liquidated damages clauses that constitute a penalty); *Matson v. Marks*, 32 Ohio App.2d 319 (10th Dist. 1972) (recognizing remedies for contract of adhesion). SERB, on the other hand, was not created until 1983. *See* 1983 S.B. No. 133.

In other words, if R.C. Chapter 4117 had never been enacted, Mrs. Binder would still have the same claims under Ohio's common law of contracts. Mrs. Binder's claims, thus, cannot be said to "arise from or depend on the collective bargaining

[9] The Sixth District erroneously relied on *OCSEA, Local No. 11*, SERB No. 87-ULP-05-0217, 1989 WL 1703609 (May 12, 1989), adopted, 1989 WL 1703833, for the proposition that SERB could adjudicate claims like Mrs. Binder's as unfair labor practices. First, that case is factually and legally distinction from Mrs. Binder's. There, the union lied, deceived, and coerced the employees to join the union in violation of R.C. 4117.11(B)(1)'s prohibition on "coerc[ing] employees in the exercise of the" right to refrain from supporting the union. *See id.* No such facts exist for Mrs. Binder, and she does not allege that AFSCME coerced her. She alleges that her membership contract is invalid and unenforceable under Ohio common law.

rights created by R.C. Chapter 4117." *See Franklin Cnty. Law Enf't, Ass'n*, 59 Ohio St.3d at 171.

CONCLUSION

The Court should accept jurisdiction to ensure that Mrs. Binder's claims are governed by the Court's decision in *Sheldon*. Additionally, it should clarify the application of its test for SERB's jurisdiction and direct the common pleas courts to recognize their jurisdiction over the common law contractual claims raised in this case. This would be consistent with this Court's prior decisions holding that SERB preemption applies only to the *new* rights created by R.C. Chapter 4117 and cannot be used to deprive Ohio public employee of a judicial forum to vindicate their common law contractual rights. For the above reasons, the Court should accept jurisdiction and reverse the judgment below.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the above memorandum in support of jurisdiction was served this 8th day of July 2026, via e-mail on:

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