

IN THE COURT OF COMMON PLEAS
STARK COUNTY, OHIO

LYNN M. TODARO
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STARK COUNTY, OHIO
2025 MAR 26 AM 10:04

KEVIN CHANDLER
1127 Bellflower Avenue Southwest
Canton, Ohio 44710

and

AMY CLARK
128 Stewart Ave Southwest
Massillon, Ohio 44646

and

CHARLES C. PERRY, JR.
1429 19th Street Northwest
Canton, Ohio 44709

Plaintiffs,

vs.

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES/AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, LOCAL
329—PERRY LOCAL SCHOOLS
c/o Suzanne Williams, President
4201 13th Street
Southwest, Massillon, OH 44646

and

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 1880—STARK
AREA REGIONAL TRANSIT
AUTHORITY
c/o Joseph Risby, President
6800 N. High Street
Worthington, OH 43085

And

CASE NO:

2025 CV 00690

JUDGE:

Heath

COMPLAINT FOR DECLARATORY
JUDGMENT AND INJUNCTIVE
RELIEF

ENTERED BY 7

STATE EMPLOYMENT RELATIONS)
BOARD)
65 East State Street, Suite 1200)
Columbus, OH 43215)
Defendants.)

Plaintiffs hereby state as follows:

INTRODUCTION

1. This is an action for declaratory and injunctive relief on contracts.
2. It is also an action seeking a declaration regarding the Plaintiffs' rights under the Ohio Constitution to bring Plaintiffs' claims and the forum in which those claims can be brought. Specifically, this action asks the Court to declare whether this Court or the State Employment Relations Board has jurisdiction to hear the contract claims asserted in this Complaint.
3. In its 2018 decision in *Janus v. AFSCME*, 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, 138 S.Ct. 2448, 2460, 201 L.Ed.2d 924 (2018).
4. The Court rejected the requirement that forced government employees either to pay monthly dues or agency fees, used to support union policies and union lawyers, even when employees objected to those policies and actions. Non-payment would trigger employment termination.
5. But "[c]ompelling individuals to mouth support for views they find objectionable violates [a] cardinal constitutional command, and in most contexts, any such effort would be universally condemned." *Id.* at 2463. *Janus* made clear that unions and governments cannot

continue to compel “free and independent individuals to endorse ideas they find objectionable.”
Id. at 2464.

6. In light of *Janus*, Plaintiffs Clark and Chandler terminated their ostensible membership in Defendant Ohio Association of Public School Employees/American Federation of State, County and Municipal Employees, Local 329 (“Union 329”) and the Defendant union has accepted that termination. Plaintiffs Clark and Chandler have demanded, on multiple occasions, that Union 329 and Plaintiffs’ employer, Perry Local Schools, stop the automatic deduction of membership dues from Plaintiffs’ paychecks and refund any union membership dues taken after Plaintiffs’ membership termination. Defendant has continued deducting union membership dues from Plaintiffs’ wages, which they justified based upon the terms of the alleged agreements set forth in the deduction card each had signed.

7. Likewise, Plaintiff Perry terminated his ostensible membership in Defendant American Federation of State, County and Municipal Employees, Local 1880 (“Union 1880”) and the Defendant Union 1880 has accepted that termination. Plaintiff Perry demanded, on multiple occasions, that the union and Plaintiff’s employer, Stark Area Regional Transit Authority, stop the automatic deduction of membership dues from Plaintiff’s paychecks and refund any union membership dues taken after Plaintiff’s membership termination. Defendant Union 1880 initially continued deducting union membership dues from Plaintiff’s wages, which it justified based upon the terms of the alleged agreements set forth in the deduction card Plaintiff had signed. Finally, in December 2024, Defendant Union 1880 stopped taking money from Plaintiff Perry’s paycheck.

8. Such ostensible agreements are based on a mutual mistake of law and have been vitiated through mutual rescission.

9. Even if such agreements have validity, any union claims to continued membership dues from non-members would be an unenforceable penalty and/or provide the respective union defendants unjust enrichment.

10. Moreover, any ostensible agreements requiring Plaintiffs to continue to pay union membership dues when Plaintiffs are not—in fact—union members, are invalid because they are unconscionable contracts of adhesion that do not include the amount of the membership dues, were not subject to negotiation, and are unreasonably favorable to the unions.

11. In a similar case brought before the State Employment Relations Board (“SERB”), SERB asserted that the types of allegations averred in this case did not constitute unfair labor practices and were outside of its jurisdiction. However, in another case, a common pleas court determined that Ohio courts have no jurisdiction over these types of allegations because SERB had exclusive jurisdiction over such claims. Plaintiffs assert that common pleas courts have jurisdiction over the contract claims brought herein.

12. Plaintiffs therefore ask this Court, pursuant to Ohio contract law, to stop these practices and to require the defendant unions to reimburse Plaintiffs for their improper membership dues collection.

PARTIES

13. Plaintiff Amy Clark is employed by Perry Local Schools, as a bus aid. Plaintiff Clark was previously a member of Union 329. Plaintiff resigned from any such union membership in August of 2024, but remains a member of the bargaining unit represented by Union 329.

14. Plaintiff Kevin Chandler is employed by Perry Local Schools, as a bus driver. Plaintiff was previously a member of the Union 329. Plaintiff resigned from any such union

membership on April 25, 2024, but remains a member of the bargaining unit represented by Union 329.

15. Plaintiff Charles C. Perry, Jr., is employed by the Stark Area Regional Transit Authority, as a service technician. Plaintiff was previously a member of Union 1880. Plaintiff resigned from any such union membership on August 27, 2024, but remains a member of the bargaining unit represented by Union 1880.

16. Defendant Union 329 is a public sector labor union with its principal place of business in Franklin County, Ohio.

17. Defendant Union 1880 is a public sector labor union with its principal place of business in Franklin County, Ohio.

18. Defendant SERB is an agency of the government of the State of Ohio which administers the Ohio Public Employees' Collective Bargaining Act through a three-member Board.

19. SERB is named as a defendant to assert whether SERB claims or disclaims jurisdiction over breach of contract claims as to contracts setting forth the contractual relationship between a union member and the union Defendants.

VENUE

20. Venue is proper in this county pursuant Civ.R. 3(C)(3), (5), and (6) because (a) Plaintiffs signed the membership cards there and (b) the dues were deducted from Plaintiffs' paycheck there.

21. Venue is also proper in this county pursuant to Civ.R. 3(C)(1) because the local Unions 329 and 1880 are located in Stark County and, upon information and belief, their presidents reside there.

FACTS

22. Plaintiffs seek to enforce their common law contractual rights of and defenses relating to a contract for union membership and the continued forced deduction of union dues from Plaintiffs' paychecks after Plaintiffs left the unions.

23. Plaintiffs are former union members who resigned from union membership following the U.S. Supreme Court's 2018 decision in *Janus*, 138 S.Ct. 2448.

24. Plaintiffs' union memberships were evidenced by membership and dues-deduction authorization cards ("Deduction Card").

25. Plaintiff Clark signed her Deduction Card on August 2, 2019. (A copy of Plaintiff Clark's Deduction Card is attached as Exhibit A1.).

26. Plaintiff Chandler signed his Deduction Card on April 24, 2023. (A copy of Plaintiff Chandler's Deduction Card is attached as Exhibit A2.).

27. Plaintiff Perry signed his Deduction Card on September 11, 2021. (A copy of Plaintiff Perry's Deduction Card is attached as Exhibit A3.).

28. The term "dues" means "the official payments you make to an organization that you belong to." Cambridge Dictionary, *dues*, <https://tinyurl.com/CambridgeDues> (accessed Dec. 12, 2024); Collins, *dues*, <https://tinyurl.com/CollinsDues> (accessed Dec. 12, 2024) ("charges, as for membership of a club or organization").

29. The Deduction Cards constitute Plaintiffs' membership contract with their respective unions.

30. Through it, Plaintiffs authorize the deduction of dues from Plaintiffs' salaries in exchange for the benefits of union membership.

31. The Deduction Cards used by the unions do not contain any information on the amount of the union membership dues deductions.

32. Upon information and belief, the Plaintiffs' employer is only authorized to deduct union membership dues based upon, and after receipt of, the signed Deduction Cards for a specific employee.

33. Upon information and belief, none of the collective bargaining agreements (or any other documents) which are binding on the Plaintiffs allows the Union to charge non-union members for membership dues.

34. Pursuant to its Collective Bargaining Agreement with Union 329, which is the exclusive bargaining representative under R.C. 4117.04, *et seq.*, Perry Local Schools deducted union membership dues from Plaintiff Clark's and Plaintiff Chandler's paychecks.

35. Union 329 received those union membership dues out of the Plaintiffs Clark's and Chandler's pay both before and after their resignation from Union 329 and continues to do so.

36. Pursuant to its Collective Bargaining Agreement with Union 1880, which is the exclusive bargaining representative under R.C. 4117.04, *et seq.*, Stark Area Regional Transit Authority deducted union membership dues from Plaintiff Perry's paychecks.

37. Union 1880 received those union membership dues out of the Plaintiff Perry's pay both before and after his resignation from Union 1880.

38. Plaintiffs are entitled to relief based on Ohio contract law principles, including rescission and unconscionable contract of adhesion as set forth herein.

39. Assuming *arguendo* the validity of the unions' claims of a contractual right to continue to take union membership dues, such payments are not valid as consequential damages and are not liquidated damages under Ohio law because liquidated damages must reflect the reasonable compensation for damages incurred; instead, the assessed union membership dues are

an unenforceable penalty. *See Boone Coleman Constr., Inc. v. Piketon*, 145 Ohio St.3d 450, 2016-Ohio-628, 50 N.E.3d 502, ¶ 17–19.

40. Plaintiffs seek damages and declaratory and injunctive relief under Ohio’s declaratory judgment statute establishing that the union membership contract unconscionably and unreasonably penalizes Plaintiffs.

41. In so doing, Plaintiffs assert Plaintiffs’ rights under Article I, Section 16 of the Ohio Constitution, which guarantees 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, and shall have justice administered without denial or delay.”

**Ohio Currently Lacks a Clear Forum in Which to Bring
Contractual Claims Relating to Union Membership**

42. Part of the relief sought in this action is a declaration regarding the proper forum for contractual claims relating to public union membership.

43. Federal courts have declined to apply the *Janus* ruling to mandate that union members who terminate their union membership and seek a refund of their union membership dues receive a refund.

44. Specifically, in suits that followed *Janus*, public unions, seeking to retain dues, argued that unlike Mr. Janus, who was not a union member when he sued to enjoin the deduction of agency fees, current union members seeking to opt-out and obtain a refund of their membership dues based on a First Amendment claim had waived that claim because they had entered into voluntary membership contracts with their unions, often spanning several years. *See Belgau v. Inslee*, 975 F.3d 940, 950 (9th Cir. 2020).

45. Most federal appellate courts have adopted the unions’ view that the *Janus* rule applies only to non-union members who either never joined or had opted-out of union membership

years earlier, but not to employees who had opted out of union membership but whose membership contract had not expired. In those cases, courts have held that an employee's ability to opt-out of union membership after he has signed a contract with the unions is governed solely by that contract and the applicable state contract law. *See Belgau* at 950. ("When 'legal obligations ... are self-imposed,' state law, not the First Amendment, normally governs.").

46. Thus, while public employees have an absolute First Amendment right to resign from public union membership at any time, *see, e.g., Knox v. SEIU, Local 1000*, 567 U.S. 298 (2012), in *Belgau*—and cases like it—the federal courts have held that employees who left the union before the contractual opt-out window were required by state contract law to continue to pay dues to a union to which they longer belonged until they successfully opted-out during an approved opt-out window.

47. In essence, the federal courts have sent litigants back to state courts to hash out their contractual disputes there.

48. In *Darling v. AFSCME*, Case No. 22-008864 (Franklin Cty. 2023) the court held, however, that because such contractual claims might be cast as unfair labor practices under R.C. 4117.11, those charges must be brought in the SERB. *Darling v. Am. Fedn. of State, Cnty., and Mun. Employees*, 2024-Ohio-2181, *appeal not allowed sub nom. Darling v. Am. Fedn. of State, Cty. & Mun. Emps.*, 243 N.E.3d 89 (Ohio 2024).

49. The *Darling* plaintiffs sought a jurisdiction appeal at the Ohio Supreme Court, which declined to take the case. *Id.*

50. Pursuant to the *Darling* court's direction, other plaintiffs have sought to raise their contractual issues before SERB.

51. In *Littlejohn v. AFSCME*, Case No. 24-03410 (Hamilton Cty. 2024), a claimant, expressly without waiving Plaintiff's right to seek redress in court, filed an unfair labor practices charge with SERB, including the various contractual theories for which the Plaintiffs seek relief here.

52. SERB reviewed the charge and dismissed it, stating that based on federal court decisions, which it did not cite, the actions complained of were not an unfair labor practice.

53. SERB did not examine or even mention any of Ms. Littlejohn's contractual claims or defenses.

54. SERB's jurisdiction is limited to determining whether an unfair labor practice listed in R.C. 4117.11 occurred, and not determining common law contractual rights.

55. Ohio courts have held that a SERB order dismissing a charge because the actions alleged in it are not unfair labor practices are not appealable. *See, e.g., Bunce v. City of Lorain, Ohio*, 2004-Ohio-4948.

56. Union members like Plaintiffs who wish to assert legal claims challenging the validity or enforcement of their contracts with unions are potentially without a forum—federal, state, or administrative—in which to seek relief.

FACTUAL BACKGROUND—PLAINTIFFS CLARK AND CHANDLER

57. Plaintiffs Clark and Chandler are public employee who were, at one time, members of Union 329.

58. When Plaintiffs Clark and Chandler joined Union 329, Plaintiffs signed "Checkoff Agreements" or "Deduction Cards" that served as Plaintiffs' membership contracts and authorized Plaintiffs' employer to deduct union dues from Plaintiffs' paycheck and pay them to directly to Union 329. (Exhibits A1–A2).

59. On several occasions, most recently in September 2024, Plaintiffs Clark and Chandler notified their union that Plaintiffs were resigning Plaintiffs' membership and instructed both their union and Plaintiffs' employer to stop deducting union dues from Plaintiffs' paycheck. (We do not attach copies of those communications here because Plaintiffs Clark and Chandler sent them to their union and did not retain copies.).

60. After receiving Plaintiffs' notices, Union 329 acknowledged that Plaintiffs were no longer members of Union 329.

61. Union 329, however, refused to honor Plaintiffs' request to stop deducting dues from Plaintiffs' paycheck.

62. The mechanism for this continued extraction of dues from non-members is the public employers' automatic deduction of union membership dues from their employees' paychecks.

63. Once a person is no longer a member of an organization, he or she cannot—as a basic definitional matter—owe membership “dues.”

64. In fact, in the letters acknowledging Plaintiff Clark's and Plaintiff Chandler's termination of union membership, Union 329 urged Plaintiffs to reconsider and rejoin the union. (Copies of the Letters are attached as Exhibits B1–B2.).

65. The letter touted benefits available only to members, most notably the ability to vote in union elections. *Id.*

66. Upon the termination of Plaintiffs' union membership, Union 329 also terminated the “membership only” benefits for Plaintiffs. *Id.*

67. Upon information and belief, the union did not provide Plaintiffs Clark and Chandler with any information on the amount of union membership dues to be charged.

68. The union has refused to cease withdrawing dues as of the date of resignation, stating that Plaintiffs continue to be bound by Plaintiffs' alleged contract with Union 329, and that that contract allowed employees to opt-out of continued union membership dues payments only during certain times ("Opt-out Windows") during the life of the contract. (Exhibits B1–B2).

69. For Plaintiffs, this means waiting months or even years for the expiration of the alleged contract before the union would stop withholding union membership dues.

FACTUAL BACKGROUND—PLAINTIFF PERRY

70. Plaintiff Perry is a public employee who was, at one time, a member of Union 1880.

71. When Plaintiff Perry joined Union 1880, Plaintiff Perry signed a "Checkoff Agreement" or "Deduction Card" that served as Plaintiff's membership contract and authorized Plaintiff Perry's employer to deduct union dues from Plaintiff's paycheck and pay them to directly to the Union. (Exhibit A3).

72. On several occasions, most recently in December 2024, Plaintiff Perry notified his union that Plaintiff Perry was resigning Plaintiff's membership and instructed both the union and Plaintiffs' employer to stop deducting union dues from Plaintiffs' paycheck. (A copy of Plaintiff Perry's Resignation from Union Membership is attached as Exhibit C1.).

73. After receiving Plaintiff Perry's notice, Union 1880 acknowledged that Plaintiff was no longer a member of the union.

74. The union, however, refused to honor Plaintiff's request to stop deducting dues from Plaintiff's paycheck.

75. The mechanism for this continued extraction of dues from non-members is the public employers' automatic deduction of union membership dues from their employees' paychecks.

76. Once a person is no longer a member of an organization, he or she cannot—as a basic definitional matter—owe membership “dues.”

77. In fact, in the letter acknowledging Plaintiff Perry’s termination of union membership, his union urged Plaintiff to reconsider and rejoin the union. (A copy of the Letter is attached as Exhibit B3.).

78. The letter touted benefits available only to members, most notably the ability to vote in union elections. *Id.*

79. Upon the termination of Plaintiff Perry’s union membership, Union 1880 also terminated the “membership only” benefits for Plaintiff. *Id.*

80. Upon information and belief, Union 1880 did not provide Plaintiff with any information on the amount of union membership dues to be charged.

81. Initially, Union 1880 refused to cease withdrawing dues as of the date of resignation, stating that Plaintiff Perry continued to be bound by Plaintiff’s alleged contract with the union, and that that contract allowed employees to opt-out of continued union membership dues payments only during certain times (“Opt-out Windows”) during the life of the contract. (Exhibit B3).

82. For Plaintiff Perry, this meant waiting until December of 2024 when Union 1880 finally allowed Plaintiff to opt-out and cease taking dues.

OHIO’S COLLECTIVE BARGAINING LAW

83. R.C. Chapter 4117 sets forth Ohio’s collective bargaining law for public employees.

84. R.C. 4117.04 requires that public employers recognize and bargain with an exclusive representative of the bargaining unit:

(A) Public employers shall extend to an exclusive representative designated under section 4117.05 of the Revised Code, the right to represent exclusively the employees in the appropriate bargaining unit and the right to unchallenged and exclusive representation for a period of not less than twelve months following the date of certification and thereafter, if the public employer and the employee organization enter into an agreement, for a period of not more than three years from the date of signing the agreement. For the purposes of this section, extensions of agreements shall not be construed to affect the expiration date of the original agreement.

(B) A public employer shall bargain collectively with an exclusive representative designated under section 4117.05 of the Revised Code for purposes of Chapter 4117 of the Revised Code.

R.C. 4117.04.

85. R.C. 4117.03 allows public employees to “refrain from [] joining an employee organization.”

86. The State Employment Relations Board “shall decide in each case the unit appropriate for the purposes of collective bargaining. The determination is final and not appealable to any court.” R.C. 4117.06(A).

87. Ohio law mandates that the employee may only bargain with the relevant employer through the designated union. *See Thompson v. Marietta Educ. Ass'n*, 972 F.3d 809, 812 (6th Cir. 2020), *cert. denied*, __ U.S. __, 141 S.Ct. 2721, 210 L.Ed.2d 882 (2021).

88. Thus, while a public employee may refrain from joining a union or choose to leave a union, they are not free to opt-out of the bargaining unit that is represented by that union.

89. Likewise, unions that are chosen as the bargaining unit representative are required to represent all members of the bargaining unit fairly, whether those bargaining unit members are union members or not.

90. The respective unions are Plaintiffs’ exclusive representative for purposes of collective bargaining and grievances as set forth in R.C. 4117.05.

91. In other words, while Plaintiffs may choose not to join the union that is recognized as the exclusive representative of Plaintiffs' bargaining unit, Plaintiffs may not opt-out of the bargaining unit. Likewise, the union that has been designated as the exclusive representative for a bargaining unit cannot refuse to represent the members of that bargaining unit.

92. Ohio's declaratory judgment statute provides that,

[s]ubject to division (B) of section 2721.02 of the Revised Code, any person interested under a * * * written contract, or other writing constituting a contract * * * 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.

93. Before the Supreme Court's ruling in *Janus*, Plaintiffs were required to either join the unions and pay full union membership dues or pay "fair-share fees" to the unions. *See* R.C. 4117.09(C).

94. The collective bargaining agreements between Union 329 and Perry Local Schools and Union 1880 and Stark Area Regional Transit Authority were statutorily required to contain a provision authorizing the public employer to deduct periodic dues of union members (but not non-members fair share fees) "upon presentation of a written deduction authorization by the employee." R.C. 4117.09(B)(2).

95. Plaintiffs Clark and Chandler opposed and continue to oppose paying union membership dues because Plaintiffs are no longer a member of Union 329 and because Plaintiffs disagree with the respective union's political advocacy and collective-bargaining activities. Like the Plaintiffs in *Janus*, Plaintiffs Clark and Chandler have been compelled by law and by their public employers' continued deduction of union membership dues from their paychecks to provide monetary support for speech with which they disagree.

96. Before the *Janus* decision, none of the Plaintiffs had any meaningful choice regarding whether to support their respective unions financially. Plaintiffs were required to fund the unions either through union membership dues or fair share fees. Plaintiffs Clark, Chandler, and Perry reluctantly joined their unions on August 2, 2019, April 24, 2023, and September 11, 2021, respectively.

97. When Plaintiffs became aware of the change in the law after *Janus*, however, all three Plaintiffs resigned from their respective unions and were no longer members of their respective unions.

98. Accordingly, all three Plaintiffs demanded a cessation of union membership dues withdrawals and demanded refunds retroactively to the date of Plaintiffs' resignations.

99. Their respective unions, however, through automatic union membership dues withdrawal and a refusal to recognize Plaintiffs' rights under *Janus*, continued to compel all three Plaintiffs to subsidize their speech, even after Plaintiffs were no longer members.

100. Under the U.S. Supreme Court's holding in *Janus*, an employee must "clearly and affirmatively consent before any money is taken." *Janus*, 138 S.Ct. at 2486.

101. Here, to the extent that Plaintiffs ever consented to the withdrawal of union membership dues from Plaintiffs' paychecks, that consent was clearly revoked by Plaintiffs' resignation. The Unions' Collective Bargaining Agreements ("CBA") do not allow for the continued deduction of union membership dues from non-members as described below. (The Collective Bargaining Agreements are voluminous, and therefore not attached to this pleading. They are, however, publicly available at [<https://tinyurl.com/mu9jy77a>] and [<https://tinyurl.com/4vrfjcfb>].).

102. For example, the CBA between Union 1880 and Stark Area Regional Transit

Authority permits the employer to “deduct regular union membership dues” from employee wages only with signed written authorizations.

103. There is thus a live dispute between the Parties regarding the Defendants’ obligations under the contracts between the unions and Plaintiffs that can be properly resolved through a declaratory judgment action.

104. Plaintiffs are therefore entitled to a declaration that their respective union’s practice of continuing to collect union membership dues from Plaintiffs after Plaintiffs resigned from the union is unlawful, and a refund of the money that was forcibly taken from them in violation of Plaintiffs’ constitutional and contractual rights.

105. By refusing to return the Plaintiffs’ union membership dues even though the Plaintiffs have terminated Plaintiffs’ membership in Union 329 and Union 1880, the Unions have acted in bad faith, vexatiously, wantonly, obdurately, or for oppressive reasons.

**COUNT ONE:
THE COURT SHOULD DECLARE THAT THE CONTRACT BETWEEN PLAINTIFFS
CLARK AND CHANDLER AND UNION 329 IS RESCINDED BASED ON MUTUAL
REPUDIATION**

106. Plaintiffs Clark and Chandler restate the foregoing allegations and incorporate them here as if fully re-written.

107. To the extent that Union 329 claims that any contract or assignment of wages (via the Deduction Cards)—and specifically the Opt-out Windows contained therein remain in force even after the Plaintiffs resigned from Union 329, the Plaintiffs seek a declaration that Plaintiffs’ contract with that Union was effectively rescinded and an order returning Plaintiffs to the financial situation as it existed at the time of the registration based on mutual repudiation.

108. Plaintiffs have unambiguously rescinded any contract with Union 329 and any assignment of wages.

109. Union 329 has, in turn, recognized and acknowledged that Plaintiffs are no longer union members and has refused to provide any benefits or other consideration to Plaintiffs beyond the exclusive representation that they are required by law to provide to members and non-members alike.

110. When both parties repudiate or otherwise refuse to perform under a contract, Ohio courts treat the contract as rescinded. *See e.g., Haman Ents., Inc. v. Sharper Impressions Painting Co.*, 2015-Ohio-4967, 50 N.E.3d 924, ¶ 19 (10th Dist.).

111. A party's assent to rescission can be inferred from the party's actions. *Id.*

112. In this case, by acknowledging that the Plaintiffs are no longer union members and withholding any purported benefits of union membership from Plaintiffs, Union 329 has effectively rescinded any alleged contract with Plaintiff.

113. The CBA does not provide for the deduction of union membership dues from nonmembers.

114. Despite this rescission and the Union's termination of union member benefits to the Plaintiffs, the Union still claims the right to seize union membership dues from Plaintiffs.

115. There is therefore a dispute over the validity or interpretation of the contract between the Plaintiffs and Union 329.

116. The Plaintiffs are entitled to a declaration that any contract they may have had with Union 329 or any assignment of wages have been rescinded as of the date of the Plaintiffs' resignations and terminations of memberships, a permanent injunction enjoining any further withdrawal of union membership dues pursuant to the purported contract, and an order that the Defendant Union 329 restore the Plaintiffs to Plaintiffs' financial positions as of the date of their resignation by refunding all union membership dues collected after the date of the resignation.

**COUNT TWO:
THE COURT SHOULD DECLARE THAT THE CONTRACT BETWEEN THE
PLAINTIFFS CLARK AND CHANDLER AND UNION 329 IS RESCINDED BASED ON
MUTUAL MISTAKE**

117. Plaintiffs Clark and Chandler restate the foregoing allegations and incorporates them here as if fully re-written.

118. In the alternative, to the extent that Union 329 claims that its contract with the Plaintiffs and specifically the Opt-out Windows contained in that contract—remain in force even after Plaintiffs resigned from that union, the Plaintiffs seek a declaration that Plaintiffs' contract with Union 329 was effectively rescinded and an order returning them to the financial situation as of the date of resignation based on the doctrine of mutual mistake of law and fact.

119. Assuming Plaintiffs entered a valid contract or assignment of wages for payment of union membership dues, when Plaintiffs did so, both Plaintiffs and Defendant Union 329 understood that the controlling law thereof was that set forth in *Abood v. Detroit Bd. Of Ed.*, 431 U.S. 209, 97 S.Ct. 1782, 52 L.Ed.2d 261 (1977), which allowed unions to require all employees in the bargaining unit to pay either union membership dues or non-member fair share fees to the union through their employers.

120. Based on the law when Plaintiffs entered any contract or assignment, Plaintiffs understood that Plaintiffs would be liable for union membership dues or non-member fair share fees whether or not they joined the applicable union.

121. After Plaintiffs entered any contract or assignment, the law changed by virtue of the holding in *Janus*, which held that “States and public-sector unions may no longer extract agency fees from nonconsenting employees.” *Janus*, 138 S.Ct. at 2486.

122. The status of the law under *Abood* was an important component in the parties' understanding of the import of joining or not joining the respective unions and the Union's

permitted usage of the funds.

123. The foregoing was a material term or basis for Plaintiffs' respective decision in whether to join the union in 2019 and 2023.

124. "A mutual mistake of fact or law regarding a material term of a contract is grounds for rescission." *Quesinberry v. Quesinberry*, 2022-Ohio-635, 185 N.E.3d 1163, ¶ 36 (2d Dist.), *appeal not accepted*, 167 Ohio St.3d 1467, 2022-Ohio-2490, 191 N.E.3d 437.

125. Plaintiffs are entitled to a declaration that any contracts with Union 329 and/or assignment of wages have been rescinded as of the date of the Plaintiffs' resignation, a permanent injunction enjoining any further withdrawal of union membership dues pursuant to the purported contract and ordering that the Defendant Union 329 restore the Plaintiffs to Plaintiffs' financial positions as of the date of resignation by refunding all union membership dues collected after the date of the resignation.

**COUNT THREE:
THE COURT SHOULD DECLARE THAT THE CONTRACT BETWEEN THE
PLAINTIFFS CLARK AND CHANDLER AND UNION 329 IMPOSES AN
UNENFORCEABLE PENALTY**

126. Plaintiffs Clark and Chandler restate the foregoing allegations and incorporate them here as if fully re-written.

127. In the alternative, to the extent that Plaintiffs' resignations from Union 329 and termination of any signed Deduction Cards constitute a breach of contract, that union's continued withdrawal of union membership dues constitutes an unreasonable and unenforceable penalty for such breach of contract.

128. Ohio law permits liquidated damages only when they represent a reasonable measure of compensation for the contract's breach. *Boone*, 145 Ohio St.3d 450, 2016-Ohio-628, 50 N.E.3d 502, at ¶ 17-19.

129. Conversely, Ohio law defines a penalty as:

a sum inserted in a contract, not as the measure of compensation for its breach, but rather as a punishment for default, or by way of security for actual damages which may be sustained by reason of nonperformance, and it involves the idea of punishment. A penalty is an agreement to pay a stipulated sum on breach of contract, irrespective of the damage sustained. Its essence is a payment of money stipulated as in terrorem of the offending party, *while the essence of liquidated damages is a genuine covenanted pre-estimate of damages*. The amount is fixed and is not subject to change; however, if the stipulated sum is deemed to be a penalty, it is not enforceable, and the non-defaulting party is left to the recovery of such actual damages as he can prove.

Id., (quoting *Piper v. Stewart & Inlow*, 5th Dist. Licking No. CA-2530, 1978 WL 217430,

*1 (June 14, 1978)) (emphasis sic.).

130. In this case, the continued payment of union membership dues in an amount never specified in the Deduction Cards—presumably subject to increase by unilateral determination by the Union—and imposed upon the union members without advance knowledge, is not related to any additional cost or damages sustained by the union.

131. Union 329 stopped providing those services to Plaintiffs that it was not otherwise required by law to provide to members and non-members alike on or about the date of the Plaintiffs' resignations.

132. Union 329 was therefore immediately relieved of those costs associated with servicing additional union members and thus—assuming that Plaintiffs' resignations constituted a breach of Plaintiffs' contracts with that union—suffered no damages from those breaches.

133. The additional union membership dues that the union received from the Plaintiffs after their respective resignations are thus unenforceable penalties.

134. The continued union membership dues payments are not consequential damages because a contracting party “is not, however, liable in the event of breach for loss that he did not

at the time of contracting have reason to foresee as a probable result of such a breach.” *Williams v. Gray Guy Grp., L.L.C.*, 2016-Ohio-8499, 79 N.E.3d 1146, ¶ 33 (10th Dist.). Since the Deduction Cards do not specify the amount to be deducted, Plaintiffs could not have foreseen what might be the probable result of a breach at the time of signing the Deduction Card.

135. The Plaintiffs are entitled to a declaration Union 329’s continued withdrawal of union membership dues from their paychecks is an unenforceable penalty, a refund of all post-resignation union membership dues collected, and a permanent injunction enjoining any further union membership dues deductions.

**COUNT FOUR:
THE COURT SHOULD DECLARE PLAINTIFFS CLARK’S AND CHANDLER’S
CONTRACT WITH UNION 329 TO BE AN UNCONSCIONABLE CONTRACT OF
ADHESION**

136. Plaintiff’s Clark and Chandler restate the foregoing allegations and incorporate them by reference here as if fully re-written.

137. Any contracts, assignments of wages, or Deduction Cards signed by Plaintiffs are substantively unconscionable because not including any amounts and requiring monthly membership dues deduction for a full year without possible termination upon leaving the union is “unfair and commercially unreasonable.” *Porpora v. Gatliff Bldg. Co.*, 160 Ohio App.3d 843, 2005-Ohio-2410, 828 N.E.2d 1081, ¶ 8 (9th Dist.).

138. Plaintiffs’ deduction cards require Plaintiffs to abide by the OAPSE’s by laws and constitution, which imprecisely set out the dues scheme. Upon information and belief, Plaintiffs did not have access to OAPSE’s bylaws or constitution when they signed their deduction cards and therefore could not know the amount of dues they would owe.

139. Additionally, any such contracts, assignments of wages, or Deduction Cards are unconscionable because the Plaintiffs—by virtue of the Ohio Revised Code, the collective

bargaining agreements in place, and the mandatory recognition of only one bargaining unit—created “the absence of meaningful choice on the part of [Plaintiffs]” which was “combined with contract terms that are unreasonably favorable to the [union].” *Sabo v. Hollister Water Assn.*, 2007-Ohio-7178, ¶ 34 (4th Dist.) (citing *Collins v. Click Camera & Video, Inc.*, 86 Ohio App.3d 826, 834, 621 N.E.2d 1294 (2d Dist. 1993)).

140. Further, “price is an essential element of a contract that must be proven for the contract to be enforceable.” *Ross v. Belden Park Co.*, No. 1996CA00429, 1998 WL 347064, *3 (5th Dist. June 1, 1998) (internal quotation marks omitted). Any alleged contract between the Plaintiffs and Union 329 had no stated amount—or price—to be deducted as union membership dues.

141. Accordingly, any such contract, assignment of wages, or Deduction Card is invalid, and unconscionable.

142. Plaintiffs are entitled to a declaration that any contract Plaintiffs may have had with their union or any assignment of wages is an unenforceable contract of adhesion, a permanent injunction enjoining any further withdrawal of union membership dues pursuant to the purported contract and ordering that Union 329 restore the Plaintiffs to the financial situation as it existed at the time of Plaintiffs’ resignations by refunding all union membership dues collected after the date of the resignation.

143. Union 329 could have made the contract fair and enforceable and can do so prospectively through execution of a fair and enforceable Deduction Card, by providing the “price” element, notifying the other party of the option of direct payment to the union rather than automatic dues deductions, allowing that dues deductions can be cancelled at any time, and correcting any other practices which the court determines to be unfair or improper.

**COUNT FIVE:
UNJUST ENRICHMENT—PLAINTIFFS CLARK AND CHANDLER CLAIM AGAINST
UNION 329**

144. Plaintiffs Clark and Chandler restate the foregoing allegations and incorporate them here as if fully re-written.

145. Any contract, agreement or assignment of wages between Plaintiffs and Union 329 have been rescinded or otherwise terminated.

146. By continuing to deduct union membership dues from the Plaintiffs' paychecks after Plaintiffs resigned from union membership, the union has been unjustly enriched.

147. Specifically, the union continued to deduct union membership dues while at the same time not providing services beyond those service the law requires to all members of the bargaining unit, regardless of their membership status.

148. Plaintiffs have demanded the refund of Plaintiffs' union membership dues after Plaintiffs terminated Plaintiffs' membership, but the union has refused.

149. The Union has thus retained a benefit under circumstances where it is inequitable to do so.

150. Accordingly, Plaintiffs are entitled to damages in the form of a refund of Plaintiffs' union membership dues, plus interest.

**COUNT SIX:
DECLARATORY RELIEF REGARDING JURISDICTION OF SERB—PLAINTIFFS
CLARK AND CHANDLER**

151. Plaintiffs Clark and Chandler restate the foregoing allegations and incorporate them here as if fully re-written.

152. R.C. 4117.02 creates SERB and grants it exclusive jurisdiction to hear and determine claims of unfair labor practices set forth in R.C. 4117.11.

153. SERB has determined in another case that contractual claims and defenses are not unfair labor practices as described by R.C. 4117.11. See *Littlejohn v. AFSCME*, Case No. 24-03410 (Hamilton Cty. 2024).

154. Article I, Section 16 of the Ohio Constitution provides that “All courts shall be open, and every person, for an injury done him in his land, good, person, or reputation, shall have remedy by due course of law and shall have justice administered without denial or delay.” Similarly, Article IV, Section 4(B) of the Ohio Constitution provides that the courts of common pleas “shall have such original jurisdiction over all justiciable matters * * * as may be provided by law.” Section 4, Article IV, Ohio Constitution. And by statute, common pleas courts have general original subject-matter jurisdiction over civil actions, including breach-of-contract actions. R.C. 2305.01; *State ex rel. Cleveland Elec. Illum. Co. v. Cuyahoga Cty. Court of Common Pleas*, 88 Ohio St.3d 447, 449 (2000).

155. Nevertheless, as alleged herein, the *Darling* court held that contract claims such as those averred herein are within the exclusive jurisdiction of SERB.

156. Ohio’s declaratory judgment statute provides that “[s]ubject to division (B) of section 2721.02 of the Revised Code, any person interested under a * * * written contract, or other writing constituting a contract * * * 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. The statute further provides that common pleas courts have jurisdiction to “declare rights, status, and other legal relations whether or not further relief is or could be claimed” R.C. 2721.02(A).

157. Pursuant to Ohio Civil Rule 8(c)(2), Plaintiffs Clark and Chandler plead the following in the alternative.

ALTERNATIVE I

158. Plaintiffs aver that SERB does not have jurisdiction to resolve the contractual claims set forth in Count I of this Complaint.

159. Plaintiffs aver that SERB does not have jurisdiction to resolve the contractual claims set forth in Count II of this Complaint.

160. Plaintiffs aver that SERB does not have jurisdiction to resolve the contractual claims set forth in Count III of this Complaint.

161. Plaintiffs aver that SERB does not have jurisdiction to resolve the contractual claims set forth in Count IV of this Complaint.

162. Plaintiffs aver that SERB does not have jurisdiction to resolve the contractual claims set forth in Count V of this Complaint.

163. Plaintiffs aver that SERB does not have jurisdiction to resolve the contractual claims set forth in Count VI of this Complaint.

ALTERNATIVE II

164. Plaintiffs aver that SERB has jurisdiction to resolve the contractual claims set forth in Count I of this Complaint.

165. Plaintiffs aver that SERB has jurisdiction to resolve the contractual claims set forth in Count II of this Complaint.

166. Plaintiffs aver that SERB has jurisdiction to resolve the contractual claims set forth in Count III of this Complaint.

167. Plaintiffs aver that SERB has jurisdiction to resolve the contractual claims set forth in Count IV of this Complaint.

168. Plaintiffs aver that SERB has jurisdiction to resolve the contractual claims set forth

in Count V of this Complaint.

169. Plaintiffs aver that SERB has jurisdiction to resolve the contractual claims set forth in Count VI of this Complaint.

RELIEF REQUESTED UNDER COUNT SIX UNDER EITHER ALTERNATIVE I OR II

170. Plaintiffs ask this Court to declare whether pursuant to R.C. 4117.02, *et seq.*, and the Ohio Constitution's open courts and jurisdictional provision, this Court and/or SERB has jurisdiction to grant relief relating to contractual disputes set forth in this Complaint.

171. Plaintiffs ask this Court to declare that it has jurisdiction to resolve the claims asserted in this Complaint.

**COUNT SEVEN:
THE COURT SHOULD DECLARE THAT THE CONTRACT BETWEEN
PLAINTIFF PERRY AND UNION 1880 IS RESCINDED BASED ON MUTUAL
REPUDIATION**

172. Plaintiff Perry restates the foregoing allegations and incorporates them here as if fully re-written.

173. To the extent that Union 1880 claims that any contract or assignment of wages (via the Deduction Cards)—and specifically the Opt-out Windows contained therein remain in force even after the Plaintiff resigned from Union 1880, the Plaintiff seeks a declaration that Plaintiff's contract with Union 1880 was effectively rescinded and an order returning Plaintiff to the financial situation as it existed at the time of the registration based on mutual repudiation.

174. Plaintiff has unambiguously rescinded any contract with Union 1880 and any assignment of wages.

175. Union 1880 has, in turn, recognized and acknowledged that Plaintiff is no longer a union member and has refused to provide any benefits or other consideration to Plaintiff beyond the exclusive representation that they are required by law to provide to members and non-members

alike.

176. When both parties repudiate or otherwise refuse to perform under a contract, Ohio courts treat the contract as rescinded. *See e.g., Haman Ents., Inc. v. Sharper Impressions Painting Co.*, 2015-Ohio-4967, 50 N.E.3d 924, ¶ 19 (10th Dist.).

177. A party's assent to rescission can be inferred from the party's actions. *Id.*

178. In this case, by acknowledging that the Plaintiff is no longer a union member and withholding any purported benefits of union membership from Plaintiff, Union 1880 has effectively rescinded any alleged contract with Plaintiff.

179. The CBA does not provide for the deduction of union membership dues from nonmembers.

180. Despite this rescission and Union 1880's termination of union member benefits to the Plaintiff, the union still claimed the right to seize union membership dues from Plaintiff until he successfully opted out in December 2024.

181. There is therefore a dispute over the validity or interpretation of the contract between the Plaintiff and Union 1880.

182. The Plaintiff is entitled to a declaration that any contract he may have had with Union 1880 or any assignment of wages was rescinded as of the date of the Plaintiff's resignation and termination of membership and an order that Union 1880 restore the Plaintiff to his financial position as of the date of his resignation by refunding all union membership dues collected after the date of the resignation.

**COUNT EIGHT:
THE COURT SHOULD DECLARE THAT THE CONTRACT BETWEEN PLAINTIFF
PERRY AND UNION 1880 WAS RESCINDED BASED ON MUTUAL MISTAKE**

183. Plaintiff Perry restates the foregoing allegations and incorporates them here as if fully re-written.

184. In the alternative, to the extent that Union 1880 claims that its contract with the Plaintiff and specifically the Opt-out Windows contained in that contract remained in force even after Plaintiff resigned from Union 1880, the Plaintiff seeks a declaration that Plaintiff's contract with the union was effectively rescinded and an order returning him to the financial situation as of the date of resignation based on the doctrine of mutual mistake of law and fact.

185. Assuming Plaintiff entered a valid contract or assignment of wages for payment of union membership dues, when Plaintiff did so, both Plaintiff and Union 1880 understood that the controlling law thereof was that set forth in *Abood v. Detroit Bd. Of Ed.*, 431 U.S. 209, 97 S.Ct. 1782, 52 L.Ed.2d 261 (1977), which allowed unions to require all employees in the bargaining unit to pay either union membership dues or non-member fair share fees to the union through their employers.

186. Based on the law when Plaintiff entered any contract or assignment, Plaintiff understood that Plaintiff would be liable for union membership dues or non-member fair share fees whether or not he joined the applicable union.

187. After Plaintiff entered any contract or assignment, the law changed by virtue of the holding in *Janus*, which held that "States and public-sector unions may no longer extract agency fees from nonconsenting employees." *Janus*, 138 S.Ct. at 2486.

188. The status of the law under *Abood* was an important component in the parties' understanding of the import of joining or not joining the respective unions and the union's

permitted usage of the funds.

189. The foregoing was a material term or basis for Plaintiff's decision in whether to join the union in 2021.

190. "A mutual mistake of fact or law regarding a material term of a contract is grounds for rescission." *Quesinberry v. Quesinberry*, 2022-Ohio-635, 185 N.E.3d 1163, ¶ 36 (2d Dist.), *appeal not accepted*, 167 Ohio St.3d 1467, 2022-Ohio-2490, 191 N.E.3d 437.

191. Plaintiff is entitled to a declaration that any contract with the unions and/or assignment of wages were rescinded as of the date of the Plaintiff's resignation and ordering that Union 1880 restore the Plaintiff to his financial positions as of the date of resignation by refunding all union membership dues collected after the date of the resignation.

**COUNT NINE:
THE COURT SHOULD DECLARE THAT THE CONTRACT BETWEEN PLAINTIFF
PERRY AND UNION 1880 IMPOSED AN UNENFORCEABLE PENALTY**

192. Plaintiff Perry restates the foregoing allegations and incorporate them here as if fully re-written.

193. In the alternative, to the extent that Plaintiff's resignation from Union 1880 and termination of any signed Deduction Card constituted a breach of contract, the union's continued withdrawal of union membership dues constituted an unreasonable and unenforceable penalty for such breach of contract.

194. Ohio law permits liquidated damages only when they represent a reasonable measure of compensation for the contract's breach. *Boone*, 145 Ohio St.3d 450, 2016-Ohio-628, 50 N.E.3d 502, at ¶ 17-19.

195. Conversely, Ohio law defines a penalty as:

a sum inserted in a contract, not as the measure of compensation for its breach, but rather as a punishment for default, or by way of security for

actual damages which may be sustained by reason of nonperformance, and it involves the idea of punishment. A penalty is an agreement to pay a stipulated sum on breach of contract, irrespective of the damage sustained. Its essence is a payment of money stipulated as in terrorem of the offending party, *while the essence of liquidated damages is a genuine covenanted pre-estimate of damages*. The amount is fixed and is not subject to change; however, if the stipulated sum is deemed to be a penalty, it is not enforceable, and the non-defaulting party is left to the recovery of such actual damages as he can prove.

Id., (quoting *Piper v. Stewart & Inlow*, 5th Dist. Licking No. CA-2530, 1978 WL 217430, *1 (June 14, 1978)) (emphasis sic.).

196. In this case, the continued payment of union membership dues in an amount never specified in the Deduction Card—presumably subject to increase by unilateral determination by the union—and imposed upon the union members without advance knowledge, is not related to any additional cost or damages sustained by Union 1880.

197. Union 1880 stopped providing those services to Plaintiff that it was not otherwise required by law to provide to members and non-members alike on or about the date of the Plaintiff's resignation.

198. Union 1880 was therefore immediately relieved of those costs associated with servicing additional union members and thus—assuming that Plaintiff's resignation constituted a breach of Plaintiff's contract with the union—suffered no damages from those breaches.

199. The additional union membership dues that Union 1880 received from the Plaintiff after his resignation are thus unenforceable penalties.

200. The continued union membership dues payments are not consequential damages because a contracting party “is not, however, liable in the event of breach for loss that he did not at the time of contracting have reason to foresee as a probable result of such a breach.” *Williams v. Gray Guy Grp., L.L.C.*, 2016-Ohio-8499, 79 N.E.3d 1146, ¶ 33 (10th Dist.). Since the Deduction

Card does not specify the amount to be deducted, the employee cannot have foreseen what might be the probable result of a breach at the time of signing the Deduction Card.

201. The Plaintiff is entitled to a declaration that Union 1880's continued withdrawal of union membership dues from his paychecks was an unenforceable penalty and a refund of all post-resignation union membership dues collected.

**COUNT TEN:
THE COURT SHOULD DECLARE PLAINTIFF PERRY'S CONTRACT WITH UNION
1880 TO BE AN UNCONSCIONABLE CONTRACT OF ADHESION**

202. Plaintiff Perry restate the foregoing allegations and incorporate them by reference here as if fully re-written.

203. Any contract, assignment of wages, or Deduction Card signed by Plaintiff is substantively unconscionable because not including any amounts and requiring monthly membership dues deduction for a full year without possible termination upon leaving the union is "unfair and commercially unreasonable." *Porpora v. Gatliff Bldg. Co.*, 160 Ohio App.3d 843, 2005-Ohio-2410, 828 N.E.2d 1081, ¶ 8 (9th Dist.).

204. Plaintiff's deduction card requires Plaintiff to abide by the AFSCME's constitution, which imprecisely set out the dues scheme. Upon information and belief, Plaintiff did not have access to the constitution when he signed his deduction card and therefore could not know the amount of dues he would owe.

205. Additionally, any such contracts, assignments of wages, or Deduction Cards are unconscionable because the Plaintiff—by virtue of the Ohio Revised Code, the collective bargaining agreements in place, and the mandatory recognition of only one bargaining unit—created "the absence of meaningful choice on the part of [Plaintiff]" which was "combined with contract terms that are unreasonably favorable to the [Union]." *Sabo v. Hollister Water Assn.*,

2007-Ohio-7178, ¶ 34 (4th Dist.) (citing *Collins v. Click Camera & Video, Inc.*, 86 Ohio App.3d 826, 834, 621 N.E.2d 1294 (2d Dist. 1993)).

206. Further, “price is an essential element of a contract that must be proven for the contract to be enforceable.” *Ross v. Belden Park Co.*, No. 1996CA00429, 1998 WL 347064, *3 (5th Dist. June 1, 1998) (internal quotation marks omitted). Any alleged contract between the Plaintiff and Defendant had no stated amount—or price—to be deducted as union membership dues.

207. Accordingly, any such contract, assignment of wages, or Deduction Card is invalid, and unconscionable.

208. Plaintiff is entitled to a declaration that any contract Plaintiff may have had with Union 1880 or any assignment of wages is an unenforceable contract of adhesion, a permanent injunction enjoining any further withdrawal of union membership dues pursuant to the purported contract and ordering that Union 1880 restore the Plaintiff to the financial situation as it existed at the time of Plaintiff’s resignations by refunding all union membership dues collected after the date of the resignation.

209. Union 1880 could have made the contract fair and enforceable and can do so prospectively through execution of a fair and enforceable Deduction Card, by providing the “price” element, notifying the other party of the option of direct payment to the union rather than automatic dues deductions, allowing that dues deductions can be cancelled at any time, and correcting any other practices which the court determines to be unfair or improper.

**COUNT ELEVEN:
UNJUST ENRICHMENT—PLAINTIFF PERRY**

210. Plaintiff Perry restates the foregoing allegations and incorporate them here as if fully re-written.

211. Any contract, agreement or assignment of wages between Plaintiff and Union 1880 was rescinded or otherwise terminated.

212. By continuing to deduct union membership dues from the Plaintiff's paychecks after Plaintiff resigned from union membership, Union 1880 was unjustly enriched.

213. Specifically, Union 1880 continued to deduct union membership dues while at the same time not providing services beyond those services the law requires to all members of the bargaining unit, regardless of their membership status.

214. Plaintiff has demanded the refund of Plaintiff's union membership dues after Plaintiff terminated his membership, but the union has refused.

215. Union 1880 has thus retained a benefit under circumstances where it is inequitable to do so.

216. Accordingly, Plaintiff is entitled to damages in the form of a refund of Plaintiff's union membership dues, plus interest.

**COUNT TWELVE:
DECLARATORY RELIEF REGARDING JURISDICTION OF SERB—PLAINTIFF
PERRY**

217. Plaintiff restates the foregoing allegations and incorporate them here as if fully rewritten.

218. R.C. 4117.02 creates SERB and grants it exclusive jurisdiction to hear and determine claims of unfair labor practices set forth in R.C. 4117.11.

219. SERB has determined in another case that contractual claims and defenses are not unfair labor practices as described by R.C. 4117.11. See *Littlejohn v. AFSCME*, Case No. 24-03410 (Hamilton Cty. 2024).

220. Article I, Section 16 of the Ohio Constitution provides that "All courts shall be open, and

every person, for an injury done him in his land, good, person, or reputation, shall have remedy by due course of law and shall have justice administered without denial or delay.” Similarly, Article IV, Section 4(B) of the Ohio Constitution provides that the courts of common pleas “shall have such original jurisdiction over all justiciable matters * * * as may be provided by law.” Section 4, Article IV, Ohio Constitution. And by statute, common pleas courts have general original subject-matter jurisdiction over civil actions, including breach-of-contract actions. R.C. 2305.01; *State ex rel. Cleveland Elec. Illum. Co. v. Cuyahoga Cty. Court of Common Pleas*, 88 Ohio St.3d 447, 449 (2000).

221. Nevertheless, as alleged herein, the *Darling* court held that contract claims such as those averred herein are within the exclusive jurisdiction of SERB.

222. Ohio’s declaratory judgment statute provides that “[s]ubject to division (B) of section 2721.02 of the Revised Code, any person interested under a * * * written contract, or other writing constituting a contract * * * 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. The statute further provides that common pleas courts have jurisdiction to “declare rights, status, and other legal relations whether or not further relief is or could be claimed” R.C. 2721.02(A).

223. Pursuant to Ohio Civil Rule 8(c)(2), Plaintiff pleads the following in the alternative.

ALTERNATIVE I

224. Plaintiff avers that SERB does not have jurisdiction to resolve the contractual claims set forth in Count VII of this Complaint.

225. Plaintiff avers that SERB does not have jurisdiction to resolve the contractual claims set forth in Count VIII of this Complaint.

226. Plaintiff avers that SERB does not have jurisdiction to resolve the contractual claims set forth in Count IX of this Complaint.

227. Plaintiff avers that SERB does not have jurisdiction to resolve the contractual claims set forth in Count X of this Complaint.

228. Plaintiff avers that SERB does not have jurisdiction to resolve the contractual claims set forth in Count XI of this Complaint.

229. Plaintiff avers that SERB does not have jurisdiction to resolve the contractual claims set forth in Count XII of this Complaint.

ALTERNATIVE II

230. Plaintiff avers that SERB has jurisdiction to resolve the contractual claims set forth in Count VII of this Complaint.

231. Plaintiff avers that SERB has jurisdiction to resolve the contractual claims set forth in Count VIII of this Complaint.

232. Plaintiff avers that SERB has jurisdiction to resolve the contractual claims set forth in Count IX of this Complaint.

233. Plaintiff avers that SERB has jurisdiction to resolve the contractual claims set forth in Count X of this Complaint.

234. Plaintiff avers that SERB has jurisdiction to resolve the contractual claims set forth in Count XI of this Complaint.

235. Plaintiff avers that SERB has jurisdiction to resolve the contractual claims set forth in Count XII of this Complaint.

RELIEF REQUESTED UNDER COUNT TWELVE UNDER EITHER ALTERNATIVE I OR II

236. Plaintiff asks this Court to declare whether pursuant to R.C. 4117.02, *et seq.*, and

the Ohio Constitution's open courts and jurisdictional provision, this Court and/or SERB has jurisdiction to grant relief relating to contractual disputes set forth in this Complaint.

WHEREFORE, Plaintiffs pray for the following relief:

- A. A Declaration that the Defendant Unions continued withdrawal of union membership dues from Plaintiffs' paychecks is unlawful;
- B. A Declaration that the Plaintiffs' contract with their respective unions were rescinded or terminated upon the Plaintiffs' resignations or are otherwise invalid;
- C. A refund of all union membership dues improperly withheld;
- D. Because the unions have acted in bad faith, vexatiously, wantonly, obdurately, or for oppressive reasons, an award of Plaintiffs' costs and attorneys' fees;
- E. A declaration stating whether this Court and/or SERB has jurisdiction to grant relief relating to contractual disputes set forth in this complaint; and
- F. Any further relief the Court deems just and equitable.

Respectfully submitted,

/s/ Jay R. Carson

Jay R. Carson (0068526)

David C. Tryon (0028954)

J. Simon Peter Mizner (0105077)

The Buckeye Institute

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Columbus, Ohio 43215

(614) 224-4422

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Attorneys for Plaintiffs

OAPSE/AFSCME LOCAL 4 MEMBERSHIP APPLICATION/ DUES CHECK-OFF AUTHORIZATION

8.27.19 AMY
OAPSE
AFSCME

(Please PRINT CLEARLY and FIRMLY in INK.)

Employer Perry Local Schools Local No. 329

Last Name Clark Suffix Mrs.

First Name Amy M.I. M M or F

S.S.N. [REDACTED] D.O.B. [REDACTED]

Address 1295 Stewart AVE SW

City Massillon State OH ZIP 44646

Home Phone () Cell Phone [REDACTED]

County of Residence Stark Yes I would like to receive important alerts from my Union.

Personal Email [REDACTED]

Job Classification Bus Aide

I hereby apply (or re-apply) for membership in the Ohio Association of Public School Employees (OAPSE/AFSCME Local 4/AFL-CIO) (hereafter "OAPSE" or the "Union") and I agree to abide by its Constitution and By-laws. I authorize the Union and its successor or assign as my bargaining agent on matters of wages, hours, working conditions or other matters that may affect my employment. I further authorize and direct my Employer to deduct OAPSE State dues and Local dues (current or as increased) from my salary or wages and remit the same to the OAPSE State Treasurer. This voluntary authorization of dues deduction and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date that I signed and shall automatically renew from year-to-year thereafter, unless I give to the OAPSE State Treasurer written notice of revocation signed by me during the ten-day period before the end of the initial one-year term or any renewal year thereafter. I further agree that dues deduction may not be revoked at any other time or in any other manner except as provided herein. Dues, contributions or gifts to OAPSE are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses. This membership application/dues check-off authorization supersedes any prior membership application/dues check-off authorization I have signed. I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

Signature Amy Clark Date 08/27/19

* By providing your cell phone number, you consent to receive calls (including recorded or auto-dialed calls, or text messages) at that number from AFSCME and its affiliated labor, political and charitable organizations on any subject matter. Your carrier's rates may apply. You may modify your preferences by calling the Union at (614)890-4770.

AFSCME PEOPLE PAYROLL DEDUCTION FORM

Circle Jacket Size: XS S M L XL (2X) 3X 4X 5X

Jacket received at sign-up. No, OAPSE Office to send my jacket to the name and address listed above.



YES, I want to contribute the following amount to AFSCME PEOPLE through PAYROLL DEDUCTION. The amount authorized is to be deducted annually in equal installments.

Champion Levels of Participation: \$100 (MVP) \$250 (MVP-Bronze) \$500 (MVP-Silver) (or) \$1,000 (MVP-Gold) Other \$

I hereby authorize my Employer and associated agencies to deduct from each pay period the appropriate amount which will reflect my total annual contribution certified on this form as a voluntary contribution to be paid to the Treasurer of AFSCME/PEOPLE, c/o OAPSE/AFSCME Local 4/AFL-CIO, 6805 Oak Creek Drive, Columbus, Ohio 43229-1591, to be used for the purpose of making political contributions and expenditures. My contribution is continuous unless revoked by giving written notice to my Employer and my Union. My contribution is given voluntarily and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute. In accordance with federal law, the PEOPLE Committee will accept contributions only from members of AFSCME and their families. Contributions or gifts to AFSCME PEOPLE are not deductible for federal tax purposes.

Signature Frank Garcia Date 8/20/19

Recruitor FRANK GARCIA Local No. 329

DI 4-1-23 to 6-30-23 start 7:20-23 5-1-23 AMM

OAPSE/AFSCME LOCAL 4 MEMBERSHIP APPLICATION DUES CHECK-OFF AUTHORIZATION

Personal (PLEASE PRINT NAME)

Employer: Port of Cuyahoga Local No: 329

Last Name: Chandler First Name: Kevin

S.S.N. [Redacted] DOB [Redacted]

Address: 1127 Bellflower Ave SW

City: Cleveland State: OH ZIP: 44110

Home Phone: [Redacted] Cell Phone: [Redacted]

County of Residence: Cuyahoga

Personal Email: [Redacted]

Job Classification: Bus Driver



I hereby agree (or re-agree) for membership in the Ohio Association of Public School Employees (OAPSE) AFSCME Local 4 (AFSCME) (hereafter "OAPSE") in the Territory and I agree to abide by its Constitution and bylaws. I authorize the Union and its representatives to assign all my bargaining agent in matters of wages, hours, working conditions or other matters that may affect my employment. I further authorize and direct my Employer to deduct OAPSE State dues and Local dues (current or as increased) from my salary or wages and remit the same to the OAPSE State Treasury. This hereby constitutes my authorization and approval that be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date that I signed and shall automatically renew from year-to-year thereafter, unless I give notice to the OAPSE State Treasury when notice of revocation is given by me during the 60-day period before the end of the year or my term or any notice of revocation. I further agree that dues deduction may not be levied at any other time or in any other manner than as provided herein. Dues contributions or gifts to OAPSE are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses. This membership application does not constitute an agreement on my part to work for any employer and does not constitute an agreement I have signed. I recognize it as my understanding of dues deduction, and the continuation of such deduction from one year to the next, is voluntary and it is a condition of my employment.

Signature: Kevin Chandler Date: 04/21/23

*By providing your cell phone number, you consent to receive calls (including promotional and related calls) or text messages) at that number from AFSCME and its affiliated labor unions and related organizations on any subject matter. Your carrier's rates may apply. You may modify your preferences by calling the Union at (513)590-4770.

AFSCME PEOPLE PAYROLL DEDUCTION FORM

Circle Jacket Size: XS S M L XL 2X 3X 4X 5X

No Deduction No OAPSE Dues to send my dues to [Redacted] name and address listed above.

YES, I want to contribute the following amount to AFSCME PEOPLE through PAYROLL DEDUCTION. The amount authorized is to be deducted annually in equal installments.

Contribution Level of Payroll Deduction: \$100 (MYS) \$100 (MYP) \$200 (MYP-60000)

\$300 (MYS-60000) \$100 (MYP-60000) Other \$:



I hereby authorize my Employer and appropriate agencies to deduct from each pay period the appropriate amount which will reflect my total annual contribution checked on this form as a voluntary contribution to be paid to the Treasurer of AFSCME PEOPLE, c/o OAPSE/AFSCME Local 4 (OAPSE/AFSCME), 6845 Oak Creek Drive, Columbus, Ohio 43229-1501, to be used for the purpose of supporting political candidates and issue campaigns. My participation in contributions unless it is solely for the purpose of supporting candidates and issue campaigns is not voluntary and I understand that the act of signing this application is a condition of membership in AFSCME PEOPLE, as a condition of continued employment, and I am not required to contribute. I understand that any contributions to AFSCME PEOPLE are only a suggestion and I am free to contribute more or less than that amount and will not be favored or discriminated due to the amount of my contribution or refusal to contribute. In accordance with federal law the PEOPLE Committee and local contributors only from members of AFSCME and their families. Contributions or gifts to AFSCME PEOPLE are not deductible for federal tax purposes.

SIGNATURE: _____ Date: _____

LOCAL NO: _____

08 0005



PUBLIC SECTOR
MEMBERSHIP AUTHORIZATION
LOCAL 1880, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO



I request and hereby accept membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s) (the Union) and authorize the subordinate body(s) to act as my exclusive bargaining representative for purposes of collective bargaining with respect to rates of pay, wages, hours and all other terms and conditions of employment with my employer. I agree that my membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may be revoked by me by giving written notice of my desire to withdraw from union membership to a subordinate body. I understand that my membership authorization is separate from my checkoff agreement and that I may only revoke dues authorization in accordance with the procedure set forth below.

Print Name Charles C Perry Jr
Address 1429 19th N.W. City Carters State OH Zip 44709
Employee Signature [Signature] Date 9-11-21



AUTHORIZATION/ AGREEMENT FOR PAYROLL DEDUCTION



Effective immediately, I hereby voluntarily authorize and direct my employer to deduct from my wages each pay period, or such other period as set forth in the applicable collective bargaining agreement, the amount of dues, initiation fees or assessments certified by the Union and as they may be adjusted periodically by the Union which shall be remitted to a subordinate body of AFSCME. This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution and for year to year thereafter, unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty five (25) days before the end of any yearly period; provided however, if the applicable collective bargaining agreement specifies an annual revocation window period of longer than fifteen (15) days, then only that longer period shall apply. The applicable collective bargaining agreement is available upon request.

This Agreement supersedes any prior checkoff agreement/card I signed. I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. I understand that I have a right to retain employment without joining the union or paying union dues.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Print Name Charles C. Perry Jr
Address 1429 19th St. N.W. City Carters
State OH Zip Code 44709 Home # () _____ Personal Cell _____
Personal Email _____ Last 4 Digits of Your Social Security No. _____
Employer SARTA Job Title SERVICE TECH
Works/Bldg GATEWAY Shift AFTERNOON
Signature [Signature] Date 9-11-21

* By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. The Union will not charge for text message alerts; carrier message and data rates may apply to such texts.



Ohio Association of Public School Employees

American Federation of State, County and Municipal Employees, AFL-CIO

OAPSE/AFSCME Local 4/AFL-CIO, 6805 Oak Creek Drive, Columbus, Ohio 43229-1591
 (614)890-4770 • (800)786-2773 • (614)890-3540 FAX
www.oapse.org

September 4, 2024

Joseph P. Rugola
Executive Director

Amy Clark
 128 Stewart Ave SW
 Massillon OH 44646

Lois Carson
State President

Dear Amy,

Michael Lang
State Vice President

We are in receipt of a recent notice from you indicating that you wish to withdraw from membership in our Union and to stop your dues deduction authorization.

Sheila Dawkins-Flinn
State Secretary

While we acknowledge your withdrawal from membership, we hope that you will consider the fact that OAPSE members in Ohio make thousands of dollars more each year than those doing exactly the same jobs without our union's representation. We only stay strong when those who benefit from OAPSE do their part to support that work. Additionally, OAPSE members and their families enjoy many other benefits from membership, including low-cost education courses, access to home mortgages, credit cards and discounts to major Ohio theme parks. Also, you must be a union member to vote on a contract with your employer, attend meetings and vote in local union elections or run for office. For better wages, benefits, job security, and a decent retirement income, remain part of our union and carry your share of the load. You should also be aware that your request to have dues deduction authorization cancelled does not satisfy the requirements set forth on the membership application you signed.

If you have any questions, please contact us at (614) 890-4770 or (800) 786-2773.

Thank you.

Very truly yours,

Kelly McKinniss
 Administrative Assistant - Accounting

cc: Suzanne Williams, Local 329 President
 Johanna Straight, Local 329 Treasurer
 Steve Myers, OAPSE Regional Director
 Nanette Folsom, OAPSE Field Representative



Ohio Association of Public School Employees

American Federation of State, County and Municipal Employees, AFL-CIO

OAPSE/AFSCME Local 4/NEL CO, 6803 Oak Creek Drive, Columbus, Ohio 43229-1531
(614)890-4770 • (614)786-2773 • (419)890-3549 FAX
www.naacso.org

September 4, 2024

Joseph P. Rugola
Executive Director

Lola Carson
State President

Michael Lang
State Vice President

Sheila Dawkins-Flinn
State Secretary

Kevin Chandler
1127 Bellflower Ave SW
Canton OH 44710

Dear Kevin,

We are in receipt of a recent notice from you indicating that you wish to withdraw from membership in our Union and to stop your dues deduction authorization.

While we acknowledge your withdrawal from membership, we hope that you will consider the fact that OAPSE members in Ohio make thousands of dollars more each year than those doing exactly the same jobs without our union's representation. We only stay strong when those who benefit from OAPSE do their part to support that work. Additionally, OAPSE members and their families enjoy many other benefits from membership, including low-cost education courses, access to home mortgages, credit cards and discounts to major Ohio theme parks. Also, you must be a union member to vote on a contract with your employer, attend meetings and vote in local union elections or run for office. For better wages, benefits, job security, and a decent retirement income, remain part of our union and carry your share of the load. You should also be aware that your request to have dues deduction authorization cancelled does not satisfy the requirements set forth on the membership application you signed.

If you have any questions, please contact us at (614) 890-4770 or (800) 786-2773.

Thank you.

Very truly yours,

Kelly McKinniss
Administrative Assistant - Accounting

cc: Suzanne Williams, Local 329 President
Johanna Straight, Local 329 Treasurer
Steve Myers, OAPSE Regional Director
Nanette Folsom, OAPSE Field Representative

Cleveland/Canton Field Office, 8655 Vista Way, Suite 230, Garfield Heights, Ohio 44125 • (330)859-7335 / (855)607-6654
Dayton Field Office, 1299 Lyons Road, Dayton, OH 45458 • (614)890-4770 / (800)786-2773
Toledo Field Office, 2340 Detroit Ave, Garden Floor, Maumee, Ohio 43537 • (419)887-5758 / (800)265-1810



KIC

1145 Massillon Road
Akron, Ohio 44306-4157
Telephone: (330) 784-6390
Fax: (330) 784-7193
Toll Free: (800) 361-6657

Shelby L. Woodall
Regional Director

September 17, 2024

9-30-24
1:16pm

Mr. Charles C. Perry, Jr.
1429 19th St. N.W.
Canton, Ohio 44709

Dear Mr. Perry:

You are receiving this letter because you sent a written request to Ohio Council 8, AFSCME to drop your union membership. The Council will instruct the membership services departments of Council 8, AFSCME International and your local union to remove your name from the membership roster.

Union dues deduction will not be stopped at this time because your letter does not revoke the dues checkoff authorization card which you signed and because any dues revocation request would need to be made and received by the union in accordance with the union's current procedures and within a window period which you agreed to when you signed the authorization card. Attached is a copy of the union's current dues revocation procedure and a copy of the authorization card you signed. The union's current procedure will allow you to revoke your dues deduction authorization on an annual basis during a window period close in time to the date you signed your authorization card. If you have any questions about this procedure, please feel free to call my office.

Rather than drop your membership or your dues deductions, Council 8 would like you to consider remaining a member of the union. If you want a strong union to represent yourself and your co-workers overpay, benefits and working conditions, we need all of the employees to stick together. As a member of the union, did you know you are entitled to members only benefits including, lower interest credit cards, and home mortgage loan rates and a host of discounted products including cell phone service. I have enclosed information about these and other members only benefits for your review. If you decide you want to remain a member, simply call me back and let me know.

Thank you for your consideration on this matter.

Sincerely,


Shelby L. Woodall
Regional Director

cc: file

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO



GENERAL: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Complete items 1, 2, and 3.</p> <p>2. Print your name and address on the reverse so that we can return the card to you.</p> <p>3. Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> <i>Charles C Perry Jr</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Return to (Print Name) <input checked="" type="checkbox"/> <i>CHAS C PERRY JR</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>C. Date of Birth (MM/DD) <input type="checkbox"/> <i>09/10/64</i></p> <p>D. To delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>4. Article Addressed to:</p> <p><i>SARTA. PAYROLL DEPT</i> <i>1600 GATEWAY BLVD. S.E.</i> <i>CANTON, OHIO</i> <i>44707</i></p>		<p>5. Service Type</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Registered Mail <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Registered Mail Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>9590 8402 8392 3156 9737 87</p>		<p>9589 0710 5270 2420 2900 95</p>	
PS Form 3811, July 2020 PSN 7530-02-000-8053		Domestic Return Receipt	

8-27-2024

AFSCME
6600 North High St. Worthington, Ohio 43085-2512

SARTA
1600 Gateway Blvd. SE Canton, Ohio 44707

Dear Union and Employer:

I, Charles C Perry Jr, notify AFSCME, herein UNION, and my employer, SARTA, herein EMPLOYER, of the following:

In case you consider me a member of UNION, I hereby resign from the UNION and all of its affiliates, effective immediately.

You do not have my affirmative consent to take any money in union dues or fees from my paycheck. If you believe I have given consent in the past, that consent is revoked, effective immediately. I hereby revoke any prior dues/fees checkoff authorization I may have signed.

This notification is permanent and continuing in nature, unless and until I tell you otherwise. Under Janus v. AFSCME, I insist that you immediately cease deducting any and all union dues or fees from my paycheck.

If you refuse to accept this letter as revoking any prior checkoff authorization, please promptly inform me, in writing, of exactly what steps I must take to effectuate that revocation and stop the deduction of dues/fees from my paycheck for UNION.

Please reply promptly to my request. The further exaction of full union dues or fees from me in a manner inconsistent with this letter will violate my rights under the United States Constitution.

Sincerely yours,

Charles C Perry Jr